

## **DOCKING EXTENSION AGREEMENT**

**THIS IS AN AGREEMENT** by and between Morgan Marcos and Yarixa Marcos (hereinafter "OWNER A"), whose address is 771 SE 7<sup>th</sup> Ave, Pompano Beach, Florida and Julia Jones (hereinafter "OWNER B"), whose address is 761 SE 7<sup>th</sup> Ave, Pompano Beach, Florida, and the CITY OF POMPANO BEACH (hereinafter "CITY"), a municipal corporation of the State of Florida located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

**WHEREAS**, OWNER A and OWNER B desire to construct docks within five feet of the extended property line adjacent to their properties legally described as follows:

**See Exhibits "A" and "B" attached hereto.**

**WHEREAS**, Section 151.03 (H), "Structures in Waterways," of the Pompano Beach Code of Ordinances requires that in order for adjacent property owners to construct docks within five feet of an extended property line, the affected abutting property owners shall first enter into an agreement with the CITY which states they have reviewed and approved the proposed engineering plans for constructing a structure within five feet of their extended property lines and that they indemnify the CITY for any claim brought against the CITY in connection with said structure; and

**WHEREAS**, OWNER A, OWNER B, and CITY have reached an agreement regarding OWNER A and OWNER B constructing docks within five feet of an extended property line and desire to memorialize the agreement; and

**IN CONSIDERATION** of the mutual promises, terms and conditions contained herein, OWNER A, OWNER B and CITY agree as follows.

1. CITY is a party to this Agreement for the sole purpose of ensuring compliance with Section I 51.03, "Structures in Waterway," of the Pompano Beach Code of Ordinances. As such, this Agreement is made on the express condition that OWNER A and OWNER B agree that CITY shall be held harmless and free from all claims for damages for injury or death to any person or property damage of any kind that occurs in connection with this Agreement. Further, OWNER A and OWNER B shall indemnify CITY, its officials, its agents and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

2. This Agreement shall be approved by the Office of the City Attorney for legal content and shall be of no effect until it is properly executed by all parties and recorded along with a copy of the approved plans in the Public Records of Broward County, Florida. CITY assumes no responsibility for recording and must be provided a copy of the Agreement showing the recording information prior to permit issuance.

3. OWNER A and OWNER B are individually and jointly responsible for compliance with all applicable Federal, state and local regulations pertaining to the construction, maintenance and use of any shared docking facilities to the extent that constructing docks within five feet of an extended property line may result in other existing improvements being rendered non-compliant such as may be the case with enforcement of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes, and Florida Building Code Section 424.2.

4. The parties have reviewed and approved the proposed engineering plans for construction of docks within five feet of the extended property line, a copy of which are attached hereto and made a part hereof as "Exhibit C," and OWNER A and OWNER B grant unto the other the full right to erect, maintain and keep such structure.

5. The parties will not be joining their docks together to form one contiguous surface.
6. This agreement may not be terminated without the agreement of all parties.
7. The provisions contained herein shall be restrictions and covenants running with the land and shall be binding upon the heirs, successors and assigns of the parties.
8. This agreement shall be of no effect until it is properly executed by the OWNERS and CITY and recorded in the Public Records of Broward County, Florida.
9. No boatlifts shall be erected within five feet of the extended property line.
10. No vessels may be docked within the five feet of the extended property line.
11. Fire suppression systems shall be installed as required by applicable City, County, State of Florida and Federal law requirements. Fire suppression systems shall be shown on plans and maintained in full working order at all times.

**REMAINDER OF PAGE IS INTENTIONALLY  
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**IN WITNESS WHEREOF**, the parties have executed this agreement on the respective date under each signature.

**"CITY":**

**Witnesses:**

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
**REX HARDIN, MAYOR**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness City, State, Zip

By: \_\_\_\_\_  
**GREGORY P. HARRISON, CITY MANAGER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness City, State, Zip

Attest:

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

(SEAL)

Approved by:

\_\_\_\_\_  
**MARK E. BERMAN, CITY ATTORNEY**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"OWNER A":**

**Witnesses:**

Rogelio Martinez  
Witness One - Sign Name  
ROGELIO MARTINEZ  
Witness One - Print Name  
16619 SW 45 ST  
Witness Address  
MIAMI, FL 33185  
Witness City, State, Zip

Timothy Smathers  
Witness Two - Sign Name  
TIMOTHY SMATHERS  
Witness Two - Print Name  
1854 NW 204TH ST  
Witness Address  
MIAMI GARDENS, FL 33056  
Witness City, State, Zip

Morgan Marcos  
Owner A - Signature  
MORGAN MARCOS  
Owner A - Print or Type Name

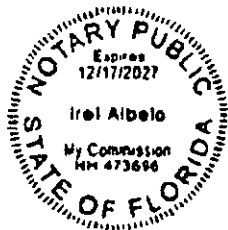
Yarixa Marcos  
Owner A - Signature  
Yarixa Marcos  
Owner A - Print or Type Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 28th day of June, 2024, by Morgan Marcos and Yarixa Marcos. They are personally known to me or have produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Irel Albelo  
NOTARY PUBLIC, STATE OF FLORIDA

IREL ALBELO  
(Name of Acknowledger Typed, Printed or Stamped)

HH 473696  
Commission Number

**"OWNER B":**

**Witnesses:**

[Signature]  
Witness One - Sign Name

Armando Sanchez  
Witness One - Print Name

15055 SW 96TH Terrace, Miami, FL 33196  
Witness One Address

[Signature]  
Witness Two - Sign Name

[Signature]  
Witness Two - Print Name

2501 SW 71 Terrace, Davie, FL 33137  
Witness Two Address

[Signature]  
Owner B - Signature

Julia A Jones  
Owner B - Print or Type Name

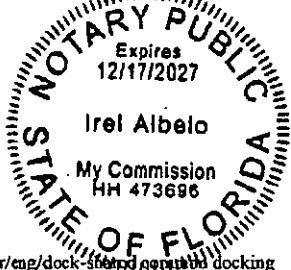
Dated: 2-24-20

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of February, 2020 by Julia Jones. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Irei Albelo  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number