

CONTIGUOUS SHARED COMMON DOCKING AGREEMENT

THIS IS AN AGREEMENT by and between Michael and Mary Lepera (hereinafter "OWNER A"), whose address is 1101 SE 6th Terrace, Pompano Beach, Florida and Michael and Mary Sclafani (hereinafter "OWNER B"), whose address is 1121 SE 6th Terrace, 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, the construction of docks within five feet of the extended property line allows adjacent property owner to physically connect their docks to form a contiguous horizontal surface; and

WHEREAS, Section 151.03 (D), "Structures in Waterways," of the Pompano Beach Code of Ordinances requires that in order for adjacent property owners to join their 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 plans for erecting 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 physically connecting their docks to form a continuous horizontal surface 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 151.03, "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 the shared docking facilities to the extent that connecting the docks 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 construction plans for placement 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. This agreement may not be terminated without the agreement of all parties.

6. 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.

7. 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.

8. No boatlifts shall be erected within five feet of the extended property line.

9. No vessels may be docked within the five feet of the extended property line.

10. 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.

IN WITNESS WHEREOF, the parties have executed this agreement on the respective date under each signature.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

Print Name: _____

By: _____
GREGORY P. HARRISON, CITY MANAGER

Print Name: _____

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 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:

Concetta Ingrasci
Sign Name

Concetta Ingrasci
Print Name

Michael Lepera
Owner A – Michael Lepera

Vittorio Ingrasci
Sign Name

Vittorio Ingrasci
Print Name

Mary Lepera
Owner A – Mary Lepera

Dated: Feb 2, 2019

STATE OF FLORIDA

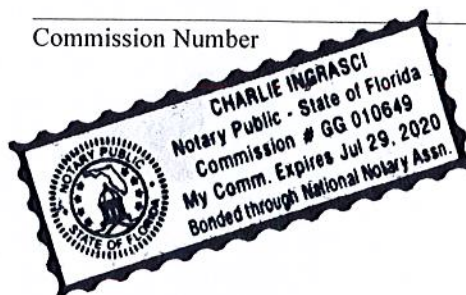
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of February, 2019 by Michael/Mary Lepera. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Charlie Ingrasci
NOTARY PUBLIC, STATE OF FLORIDA
Charlie Ingrasci
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____



"OWNER B":

Witnesses:

Concetta Ingrasci
Sign Name

Concetta Ingrasci
Print Name

Michael Sclafani
Owner B – Michael Sclafani

Vittorio Ingrasci
Sign Name

Vittorio Ingrasci
Print Name

Mary Sclafani
Owner B – Mary Sclafani

Dated: February 2nd, 2019

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument, was acknowledged, before me this 2 day of February, 2019 by Mike/Mary Sclafani. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Charlie Ingrasci
NOTARY PUBLIC, STATE OF FLORIDA

Charlie Ingrasci
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

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