



SHARED COMMON DOCKING AREA AGREEMENT

THIS IS AN AGREEMENT by and among Ryan Schoeneck and Joni Kullgren (hereinafter "OWNER A"), whose address is 111 SE 12th Ct, Pompano Beach, Florida 33060, and Henry and Maria Buczynski (hereinafter "OWNER B"), whose address is 101 SE 12th Ct, Pompano Beach, Florida 33060, and the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, OWNER A desires to construct a dock adjacent to his property legally described as follows:

CYPRESS HARBOR 1ST SEC 45-40 B LOT 12 BLK 6

WHEREAS, the said properties owned by OWNERS A and B share a common docking area as defined by Chapter 151 of the Pompano Beach Code of Ordinances; and

WHEREAS, Section 151.03 (F), "Structures in Waterways," of the Pompano Beach Code of Ordinances requires that if two or more lots share a common docking area, the owners shall enter into an agreement with the City which shall state the property owners have reviewed and approved the proposed plans as it relates to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft; and

WHEREAS, OWNERS A and B reached an agreement relating to the placement of a dock adjacent to the property owned by OWNER A and desire to memorialize the agreement; and

IN CONSIDERATION of the mutual promises, terms and conditions contained herein, OWNERS A and B and the CITY agree as follows:

1. To avoid controversy regarding the sharing of riparian rights and to comply with the ordinances of the City of Pompano Beach, OWNERS A and B have entered into this agreement as a benefit to each other.

2. OWNER B has reviewed and has approved the proposed plan, a copy of which is attached hereto and made a part hereof as Exhibit "A" for the placement of a dock and other structures in the common docking area adjacent to OWNER A's property and grants unto OWNER A the full right to erect, maintain and keep such structures.

3. The parties have agreed to the docking of any boat in the common docking area and agree that this agreement does not provide any other rights or authority as except as specifically provided herein.

4. OWNER A may make repairs to the said dock shown on Exhibit "A" attached, but may not make further alterations or additions without agreement of all parties.

5. This agreement is made on the expressed condition that OWNERS A and B agree that CITY shall be free from all claims for damages for injury to any person, death of any person, or damage to property of any kind from any cause that occurs as a result of this agreement during the terms of this agreement. OWNERS A and B shall indemnify CITY and its agents, officials, and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

6. This agreement may not be terminated without the agreement of all parties.

7. This agreement shall be binding upon and shall inure to the benefit of OWNER A and his successors, and any person or other entity that may at any time hereafter become the owner of any one or more of the properties described above.

8. 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.

9. 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.

IN WITNESS WHEREOF, CITY and OWNERS have executed this agreement on the respective dates under each signature.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

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 _____, 2017 by **LAMAR FISHER** 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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

'OWNER A':

Witnesses:

[Signature]
Witness 1 Signature

[Signature]
Ryan Schoeneck

Print Name: Vincent Montella
[Signature]
Witness 2 Signature

[Signature]
Joni Kullgren

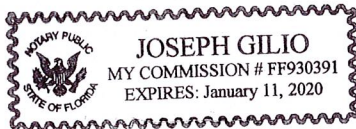
Print Name: Raphael Estevez

DATED: 5-3-17

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of May, 2017 by
Ryan Schoeneck & Joni Kullgren. He/she are personally known to me or who produced (type of
identification).

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Joseph Gilio
(Name of Acknowledger Typed, Printed or Stamped)

FF 93 0391
Commission Number

'OWNER B':

Witnesses:

[Signature]
Witness 1 Signature

Print Name: Vincent Mantallas

[Signature]
Witness 2 Signature

Print Name: Raphael Estevez

[Signature]
Henry Buczynski

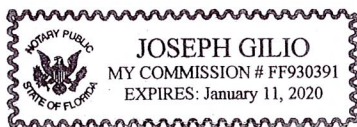
[Signature]
Maria Buczynski

DATED: 5/3/17

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of May, 2017 by Henry and Maria Buczynski. He/she are personally known to me or who produced (type of identification). _____

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Joseph Gilio
(Name of Acknowledger Typed, Printed or Stamped)

FF 930391
Commission Number

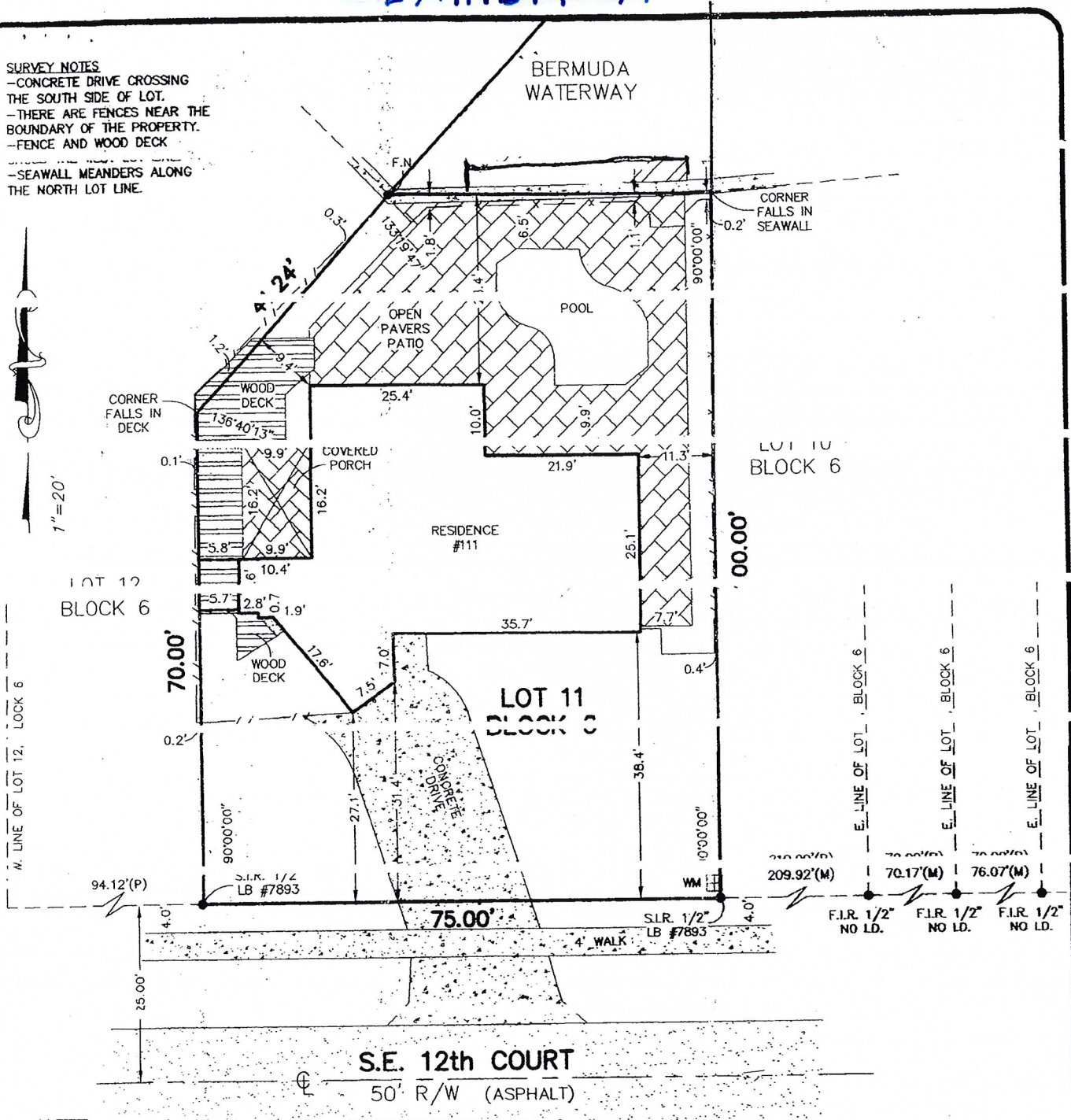
EXHIBIT A

SURVEY NOTES

- CONCRETE DRIVE CROSSING THE SOUTH SIDE OF LOT.
- THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.
- FENCE AND WOOD DECK
- SEAWALL MEANDERS ALONG THE NORTH LOT LINE.



1"=20'



POST CONSTRUCTION PLAN VIEW

1. Remove the existing 5' x 28' dock and piles
2. Install 6 batter piles and 43 lf. of seawall cap.
3. Install a 3'6" x 30' new wood dock and piles.

(edge of dock to be 5'6" from the seawall wet-face)



Site Address	111 SE 12 COURT, POMPANO BEACH	ID #	4942 01 20 0820
Property Owner	KULLGREN, JONI SCHOENECK, RYAN	Millage	1511
Mailing Address	111 SE 12 CT POMPANO BEACH FL 33060	Use	01
Abbreviated Legal Description	CYPRESS HARBOR 1ST SEC 45-40 B LOT 11 BLK 6		

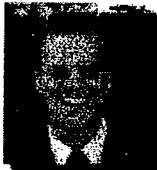
The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$133,720	\$238,680	\$372,400	\$302,940	
2016	\$133,720	\$236,150	\$369,870	\$296,710	\$5,286.16
2015	\$123,810	\$196,460	\$320,270	\$294,650	\$5,425.94
2017 Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$372,400	\$372,400	\$372,400	\$372,400	
Portability	0	0	0	0	
Assessed/SOH 13	\$302,940	\$302,940	\$302,940	\$302,940	
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000	
Add. Homestead	\$25,000	0	\$25,000	\$25,000	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$252,940	\$277,940	\$252,940	\$252,940	

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
11/5/2012	WD-Q	\$320,000	49263 / 736	\$18.90	7,075	SF
10/26/1994	SWD	\$113,000	22815 / 655			
7/1/1994	WD	\$51,600	22456 / 602			
9/1/1985	WD	\$95,000				
9/1/1983	WD	\$87,500				
				Adj. Bldg. S.F. (Card, Sketch)		1432
				Units/Beds/Baths		1/3/2
				Eff./Act. Year Built: 1964/1958		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								

MARTY KIAR
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	101 SE 12 COURT, POMPANO BEACH	ID #	4942 01 20 0830
Property Owner	BUCZYNSKI, HENRY M & MARIA	Millage	1511
Mailing Address	101 SE 12 CT POMPANO BEACH FL 33060	Use	01
Abbreviated Legal Description	CYPRESS HARBOR 1ST SEC 45-40 B LOT 12 BLK 6		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$192,590	\$317,380	\$509,970	\$433,430	
2016	\$192,590	\$314,150	\$506,740	\$424,520	\$7,865.82
2015	\$178,330	\$259,850	\$438,180	\$336,950	\$6,299.00

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$509,970	\$509,970	\$509,970	\$509,970
Portability	0	0	0	0
Assessed/SOH 16	\$433,430	\$433,430	\$433,430	\$433,430
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$383,430	\$408,430	\$383,430	\$383,430

Sales History			
Date	Type	Price	Book/Page or CIN
4/21/2015	WD-Q	\$532,000	112947771
2/4/2000	WD	\$256,000	30245 / 1408
12/1/1988	WD	\$173,000	16064 / 969
9/1/1986	AGD	\$42,000	
9/1/1985	WD	\$105,500	

Land Calculations		
Price	Factor	Type
\$18.90	10,190	SF
Adj. Bldg. S.F. (Card, Sketch)		2368
Units/Beds/Baths		1/2/3
Eff./Act. Year Built: 1969/1958		

Special Assessments								
Fire	Garb.	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								