

## **CONTIGUOUS SHARED COMMON DOCKING AGREEMENT**

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**THIS IS AN AGREEMENT** by and between **Revocable Living Trust of Charlotte Louise Schermerhorn dated January 12, 2006** (hereinafter "OWNER A"), whose address is 1374 SE 22<sup>nd</sup> Ave, Pompano Beach, Florida and **Elkins Revocable Trust, dated the 17<sup>th</sup> day of April, 2012** (hereinafter "OWNER B"), whose address is 1384 SE 22<sup>nd</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**, 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.

**REMAINDER OF PAGE IS INTENTIONALLY  
LEFT BLANK**

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

**Witnesses:** "CITY":  
**CITY OF POMPANO BEACH**

\_\_\_\_\_  
By: \_\_\_\_\_  
LAMAR FISHER, 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 **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 are personally known to me.

NOTARY'S SEAL:

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

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

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

**"OWNER A":**

Revocable Living Trust of Charlotte Louise Schermerhorn dated January 12, 2006

**Witnesses:**

Michaela Malone

Witness One - Sign Name

Michaela Malone

Witness One - Print Name

Vincent Montella

Witness Two - Sign Name

Vincent Montella

Witness Two - Print Name

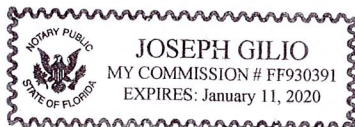
By: Charlotte L. Schermerhorn  
Charlotte Louise Schermerhorn, Trustee

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of July, 2018, by Charlotte Louise Schermerhorn as Trustee of the Revocable Living Trust of Charlotte Louise Schermerhorn dated January 12, 2006. She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Joseph Gilio  
NOTARY PUBLIC, STATE OF FLORIDA

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

FF930391  
Commission Number

**"OWNER B":**

**Witnesses:**

Elkins Revocable Living Trust, dated the  
17<sup>th</sup> day of April, 2012

Michaela Mae

Witness One - Sign Name

Michaela Malone

Witness One - Print Name

Vincent

Witness Two - Sign Name

Vincent Montella

Witness Two - Print Name

By:

Robert L. Elkins  
Robert L. Elkins, Trustee

By:

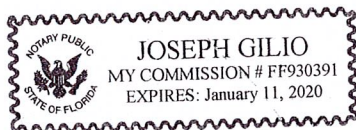
Wanda L. Elkins  
Wanda L. Elkins, Trustee

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of July, 2018, by Robert L. Elkins and Wanda L. Elkins as Trustees of the Elkins Revocable Living Trust, dated the 17<sup>th</sup> day of April, 2012. They are personally known to me or have produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

# EXHIBIT A



**MARTY KIARD**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

Site Address	1374 SE 22 AVENUE, POMPANO BEACH FL 33062-7237	ID #	4943 06 13 0390
Property Owner	SCHERMERHORN, CHARLOTTE L C L SCHERMERHORN REV LIV TR	Millage	1511
Mailing Address	1374 SE 22 AVE POMPANO BEACH FL 33062-7237	Use	01

Abbreviated Legal Description	POMPANO ISLES 27-15 B LOT 39 BLK 1
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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 2017 Exemptions and Taxable Values as reflected on the Nov. 1, 2017 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$288,030	\$29,180	\$317,210	\$201,300	
2017	\$288,030	\$29,180	\$317,210	\$197,160	\$3,239.07
2016	\$286,680	\$29,180	\$315,860	\$193,110	\$3,185.02

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$317,210	\$317,210	\$317,210	\$317,210
Portability	0	0	0	0
Assessed/SOH 94	\$201,300	\$201,300	\$201,300	\$201,300
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis 1	\$500	\$500	\$500	\$500
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$150,800	\$175,800	\$150,800	\$150,800

Sales History			
Date	Type	Price	Book/Page or CIN
1/12/2006	QCD	\$100	41305 / 1799
12/1/1968	WD	\$18,000	

Land Calculations		
Price	Factor	Type
\$32.00	9,001	SF
Adj. Bldg. S.F. (Card, Sketch)		1581
Units		1
Eff./Act. Year Built: 1956/1955		

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

# EXHIBIT B



**MARTY KIARD**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

Site Address	1384 SE 22 AVENUE, POMPANO BEACH FL 33062-7237	ID #	4943 06 13 0400
Property Owner	ELKINS, ROBERT L & WANDA L ELKINS REV LIV	Millage	1511
Mailing Address	1384 SE 22 AVE POMPANO BEACH FL 33062-7237	Use	01

Abbreviated Legal Description	POMPANO ISLES 27-15 B LOT 40 BLK 1
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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 2017 Exemptions and Taxable Values as reflected on the Nov. 1, 2017 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$288,030	\$119,630	\$407,660	\$228,590	
2017	\$288,030	\$119,630	\$407,660	\$223,890	\$3,779.83
2016	\$286,680	\$119,630	\$406,310	\$219,290	\$3,723.54

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$407,660	\$407,660	\$407,660	\$407,660
Portability	0	0	0	0
Assessed/SOH 94	\$228,590	\$228,590	\$228,590	\$228,590
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	\$178,590	\$203,590	\$178,590	\$178,590

Sales History			
Date	Type	Price	Book/Page or CIN
4/17/2012	QCD-T	\$100	48715 / 1071
3/1/1978	WD	\$70,500	7490 / 258
12/1/1975	WD	\$55,000	

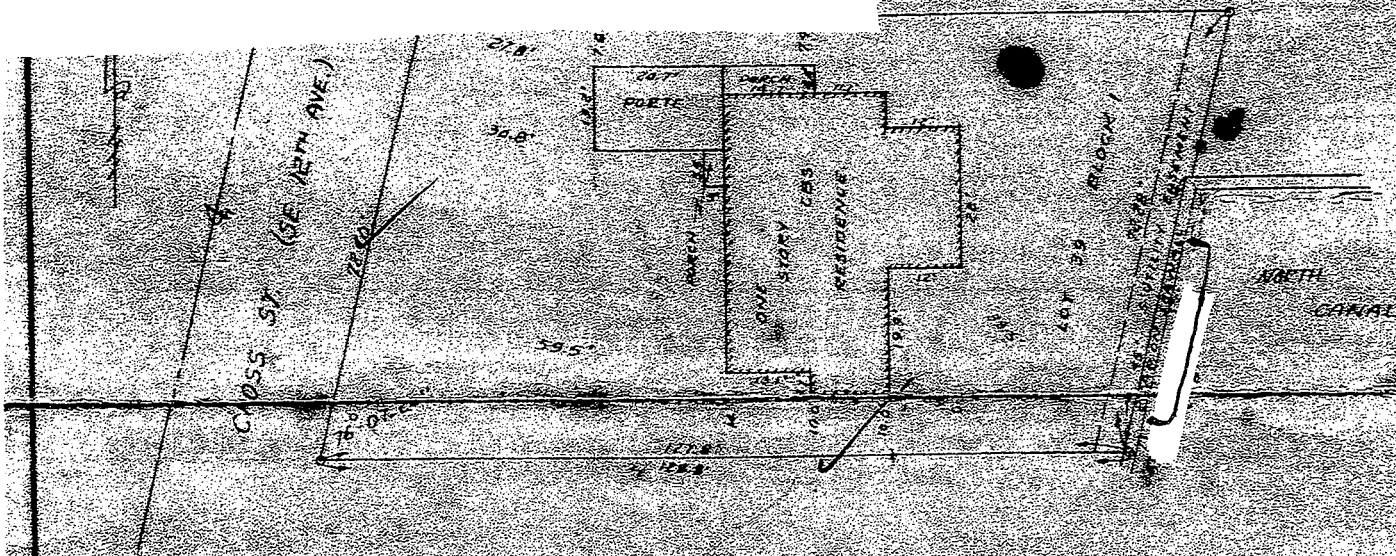
Land Calculations		
Price	Factor	Type
\$32.00	9,001	SF
Adj. Bldg. S.F. (Card, Sketch)		2020
Units		1
Eff./Act. Year Built: 1961/1960		

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

## POST CONSTRUCTION PLAN VIEW

1. Remove the existing 6' x 37' dock and piles
2. Install 45lf of seawall cap overpour
3. Install a 5' x 35' new wood dock and piles

Survey for:  
 Fred Housewert  
 1374 Southeast 12th Avenue  
 Pompano Beach  
 Loan No. 1120



## CERTIFICATE OF SURVEY

Lot 39, Block 1, POMPAÑO ISLES, according to the plat thereof recorded in Plat Book 27, Page 15, of the public records of Broward County, Florida.

BROWARD COUNTY, FLORIDA

I hereby certify that I have this day completed a survey of the above described premises; that markers have been set as indicated and that this drawing is a true and correct delineation thereof.

Dated at Fort Lauderdale, Florida, this 26th day of June, 1956.

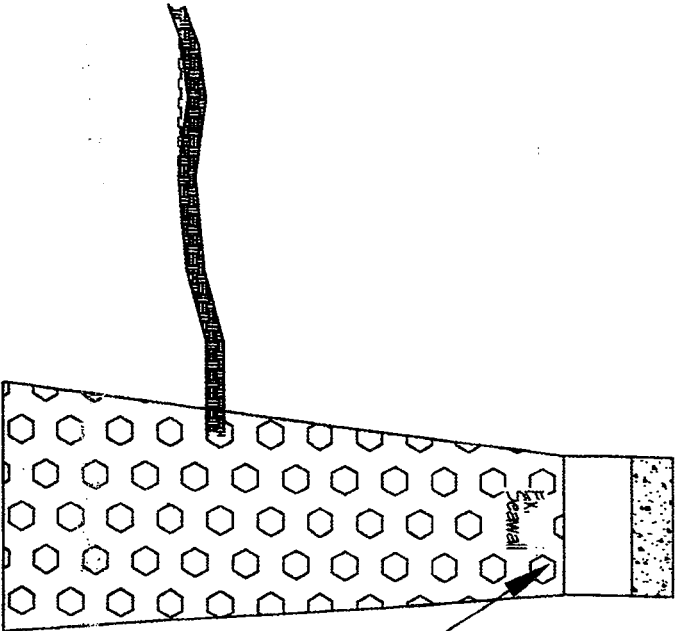
McLaughlin Engineering Co.

*W. McLaughlin*  
 Registered Engineer No. 1713

- General Notes:
1. All concrete to be 4000 psi, 28 day comp. strength.
  2. All steel rebar to be Grade 60.
  3. Concrete shall be properly cured.
  4. Contractor to obtain utility clearance prior to pile driving, Call 1-800-432-4770.
  5. Contractor to inspect wall for signs of excessive settlement, or cracking. This is done to insure that the wall will support the weight of the cap overpour.

## Typical Section

n.t.s.

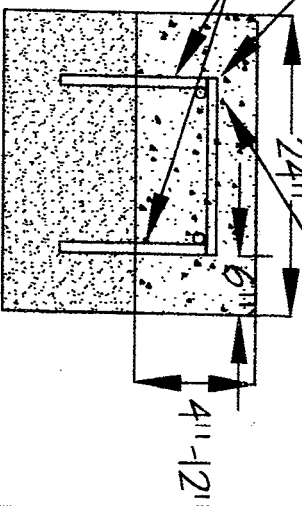


Ex. Rock Rubble Seawall w/ 24" cap.  
(See Detail for Cap Extension)

#5 trans bar,  
placed  
24" o.c.

#5 vert. bar,  
dowelled 6" into ex. cap.  
Spaced 24" o/c

2-#5 hor. bars,  
min. 3" cover.



## Cap Extension Detail

n.t.s.

Alan W. Garcia, P.E.  
Fla. Reg. #42564

7/16/17

Owner:  
**Scheunhor**

Contractor: **Sea Tech**

Engineer: Alan W. Garcia, P.E.  
4202 NW 54th Street  
Coconut Creek, FL 33075

Cap Over Pour

Sheet 1 of 1

Drawn By: AMG Drawn By: AMG Checkd By: AMG

# Framing Table

Dock Width	Decking	Stringers	Sub-Stringer	Handdowns	Lag Bolts	Wedge Anchor
< 6' Wide	2" x 6"	2" x 6"	2" x 8"	3" x 10"	1/2"	1/2"
6' - 8'	2" x 6"	2" x 6"	2" x 8"	3" x 10"	1/2"	1/2"
8' - 10'	2" x 6"	2" x 6"	2" x 10"	3" x 10"	5/8" (2)	5/8" (2)
10' - 12'	2" x 6"	2" x 6"	2" x 12"	4" x 10"	3/4" (2)	3/4" (2)

NOTE: Contractor may use greater member size. Framing member minimum sizes shown in framing table.

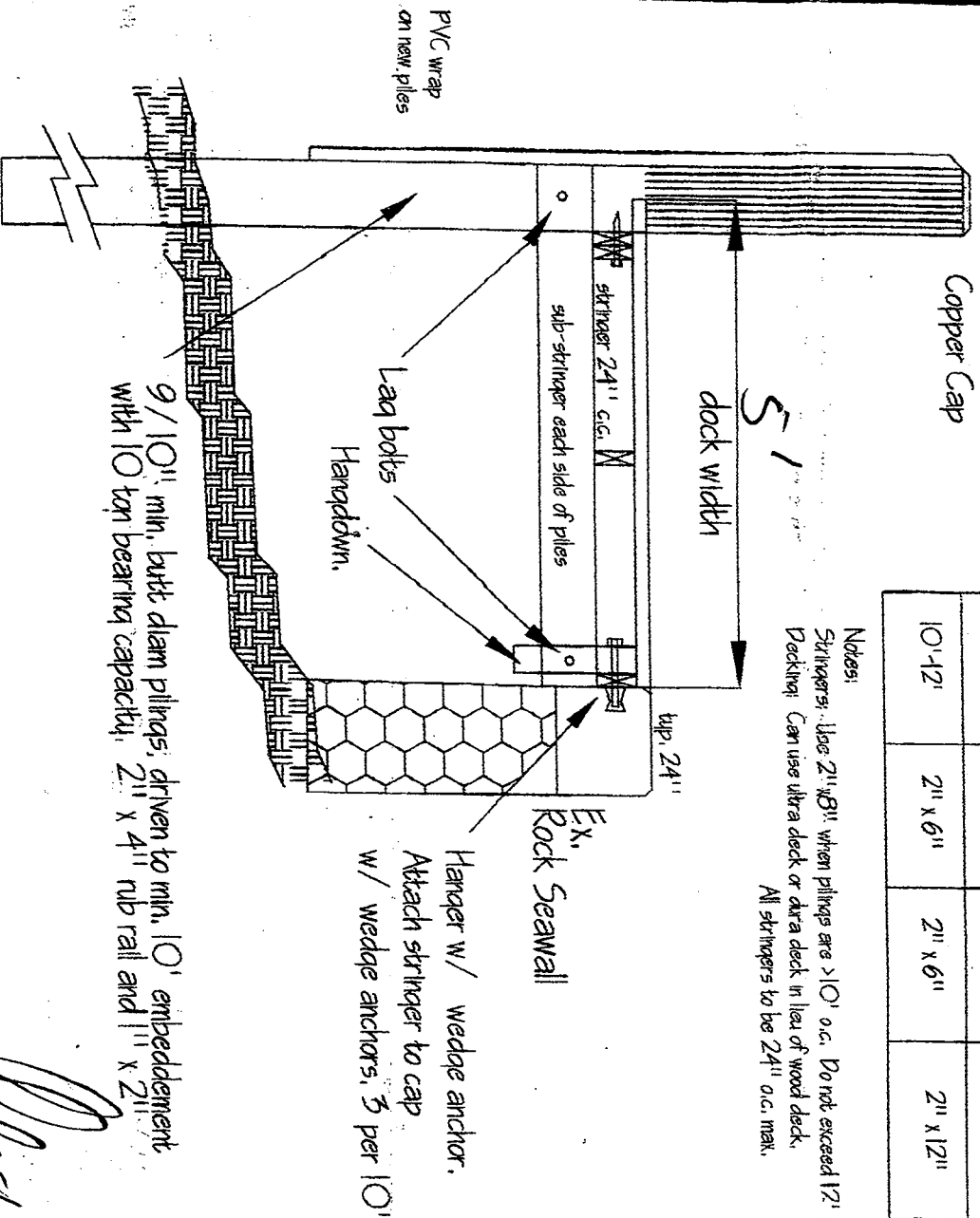
## Notes:

Stringers: Use 2" x 8" when pilings are > 10' o.c. Do not exceed 12' o.c. for pilings.  
Decking: Can use ultra deck or dura deck in lieu of wood deck.

All stringers to be 24" o.c. max.

## General Notes:

1. All dimension lumber shall be southern yellow pine #1, treated with 0.40 CCA wood preserv.
2. All hardware to be hot dipped galvanized or stainless steel.
3. Deck board nails to be 16d, hd, 19.
4. Timber piles shall be 2.50 CCA wood preserv.
5. All work to meet local Building and City Code
6. Contractor shall obtain subaqueous utility clearance prior to pile driving.
7. Call 1-800-452-4770.
7. Dock Pile 9" for < 6' wide docks, 10" for > 6' wide docks.



Typical Cross-section of dock n.t.s.

Alan W. Garcia, P.E.  
Fla. Reg. #42564

Owner:  
**Schemichon**  
Contractor: Seatech Marine

Engineer: Alan W. Garcia, P.E.  
4202 NW 54th Street  
Coconut Creek, FL 33073  
(954) 304-0098

Standard Dock Plan

Sheet 1 of 1