

SHARED COMMON DOCKING AREA AGREEMENT

THIS IS AN AGREEMENT by and among Domenick Squitieri and Donna Squitieri (hereinafter "OWNER A"), whose address is, 911 SE 5th Court, Pompano Beach, Florida 33060, and Fred L. Smith (hereinafter "OWNER B"), whose address is 511 SE 10th Ave, 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:

Garden Isles Sec 9 57-23 B Lot 1 Blk 31

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, "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 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, 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 POMPANO 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 _____, 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 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 One - Sign Name

Tracy Brown
Witness One - Print Name

[Signature]
Witness Two - Sign Name

Tackie de los santos
Witness Two - Print Name

[Signature]
Owner A - Signature

Domenick Squitieri - Donna Squitieri
Owner A - Print or Type Name

Dated: July 25, 2018

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of July, 2018 by Donna & Domenick Squitieri He/she is personally known to me or has produced license (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Sandra J. LaRue
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"OWNER B":

Witnesses:

[Signature]

Witness One - Sign Name

Steve Tidwell

Witness One - Print Name

[Signature]

Witness Two - Sign Name

Don Kong

Witness Two - Print Name

[Signature]

Owner B - Signature

FRED SMITH

Owner B - Print or Type Name

Dated: 8/22/18

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of August, 2018 by Fred Smith. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



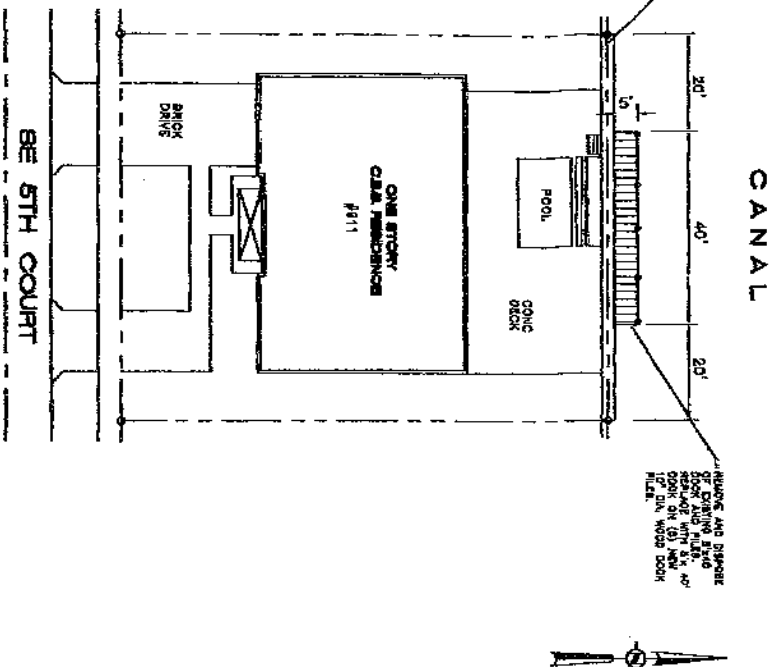
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Alina Beck
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

l:agr/eng/dock-shared common docking

IMPOSED 20 LBS. PT. OF
"M17" BERNAL GAP
NAPOLIA, & (10) NEW
TBA PLANS

[illegible]


4. Answers to the following questions

- [illegible]

This document has been electronically signed and sealed by John H. Crumley, P.E., on 6/20/18 using a SCA-1 authentication code. Plotted copies are not reconsidered signed and sealed and the SCA-1 authentication code must be verified on any electronic copies per Rule 62-20.050, P.A.C.

911 SE 5TH COURT
POMPAHO BEACH, FLORIDA

Squitieri Residence

ANALYST: NATHAN DUBO, 22100000

SPD
 911 S. 5TH, P.O. BOX 570
 POMPANO BEACH, FL 33062
 TEL - 305/966-1111
 FAX - 305/966-1111

JOHN
OMLIER

3000
NJ 07000

DATE 01/01/01
TIME 10:00
UNIT 51

911 SE 5TH COURT
POMPAHO BEACH, FLORIDA