

CONTIGUOUS SHARED COMMON DOCKING AGREEMENT

THIS IS AN AGREEMENT by and between **Jack Field** (hereinafter "OWNER A"), whose address is **1220 SE 1st Avenue**, Pompano Beach, Florida and **Henry M & Maria Buczynski** (hereinafter "OWNER B"), whose address is **101 SE 12 Court**, 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: _____
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

Witnesses:

Witness One - Sign Name

Witness One - Print Name

Witness Two - Sign Name

Witness Two - Print Name

"OWNER A":

Owner A - Signature

Owner A - Print or Type Name

Dated:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of June, 2018 by Jack Field. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Witnesses:

Witness One - Sign Name

Witness One - Print Name

Witness Two - Sign Name

Witness Two - Print Name

"OWNER B":

Owner B - Signature

Owner B - Print or Type Name

Dated: 06/06/18

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of June, 2018 by Henry + Maria Bucynski. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Stephanie Mosher
NOTARY PUBLIC, STATE OF FLORIDA

Stephanie Mosher
(Name of Acknowledger Typed, Printed or Stamped)

FF974968
Commission Number

:jrm
12/7/17
l:agr/eng/dock Agr - contiguous

EXHIBIT A



MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Site Address	1220 SE 1 AVENUE, POMPANO BEACH FL 33060-9203	ID #	4942 01 20 0840
Property Owner	FIELD,JACK M	Millage	1511
Mailing Address	1220 SE 1 AVE POMPANO BEACH FL 33060-9203	Use	01
Abbr Legal Description	CYPRESS HARBOR 1ST SEC 45-40 B LOT 13 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					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$147,360	\$298,990	\$446,350	\$242,550	
2017	\$139,260	\$245,130	\$384,390	\$237,570	\$4,051.51
2016	\$139,260	\$242,950	\$382,210	\$232,690	\$3,994.01

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$446,350	\$446,350	\$446,350	\$446,350
Portability	0	0	0	0
Assessed/SOH 94	\$242,550	\$242,550	\$242,550	\$242,550
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	\$192,550	\$217,550	\$192,550	\$192,550

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
3/11/1997	QCD	\$100	26170 / 161	\$20.00	7,368	SF
7/1/1992	WD	\$155,000	19737 / 75			
7/1/1988	WD	\$155,000				
8/1/1972	WD	\$47,000				
				Adj. Bldg. S.F. (Card, Sketch)		1950
				Units/Beds/Baths		1/3/2
				Eff./Act. Year Built: 1971/1965		

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

EXHIBIT B

MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	101 SE 12 COURT, POMPANO BEACH FL 33060-9220	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
Abbr 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					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$203,800	\$387,200	\$591,000	\$442,530	
2017	\$192,590	\$317,380	\$509,970	\$433,430	\$7,941.18
2016	\$192,590	\$314,150	\$506,740	\$424,520	\$7,865.82

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$591,000	\$591,000	\$591,000	\$591,000
Portability	0	0	0	0
Assessed/SOH 16	\$442,530	\$442,530	\$442,530	\$442,530
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	\$392,530	\$417,530	\$392,530	\$392,530

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
4/21/2015	WD-Q	\$532,000	112947771	\$20.00	10,190	SF
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				
				Adj. Bldg. S.F. (Card, Sketch)		2368
				Units/Beds/Baths		1/2/2
				Eff./Act. Year Built: 1969/1958		

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

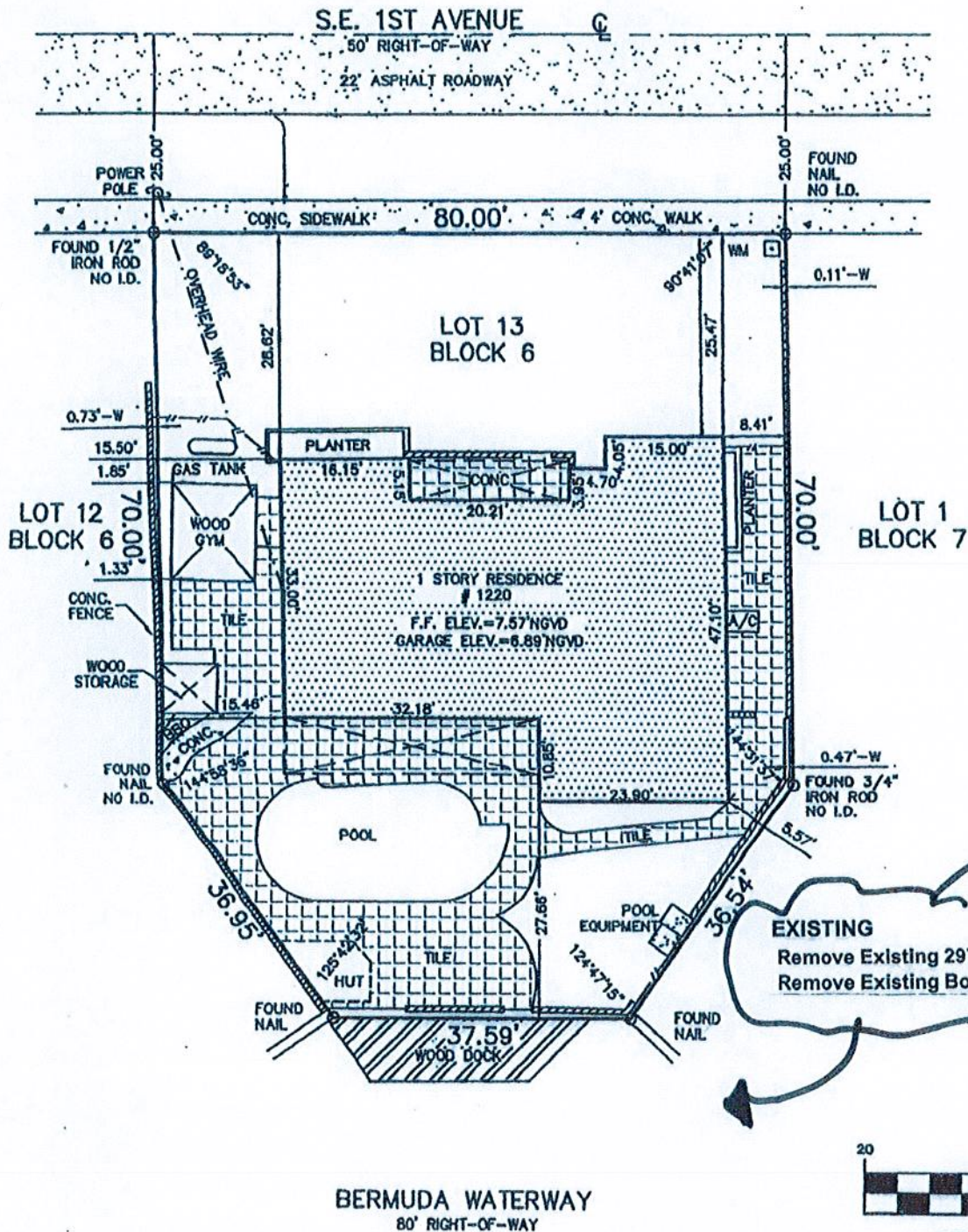
1450 E. ATLANTIC BLVD.
POMPANO BEACH
FLORIDA 33080

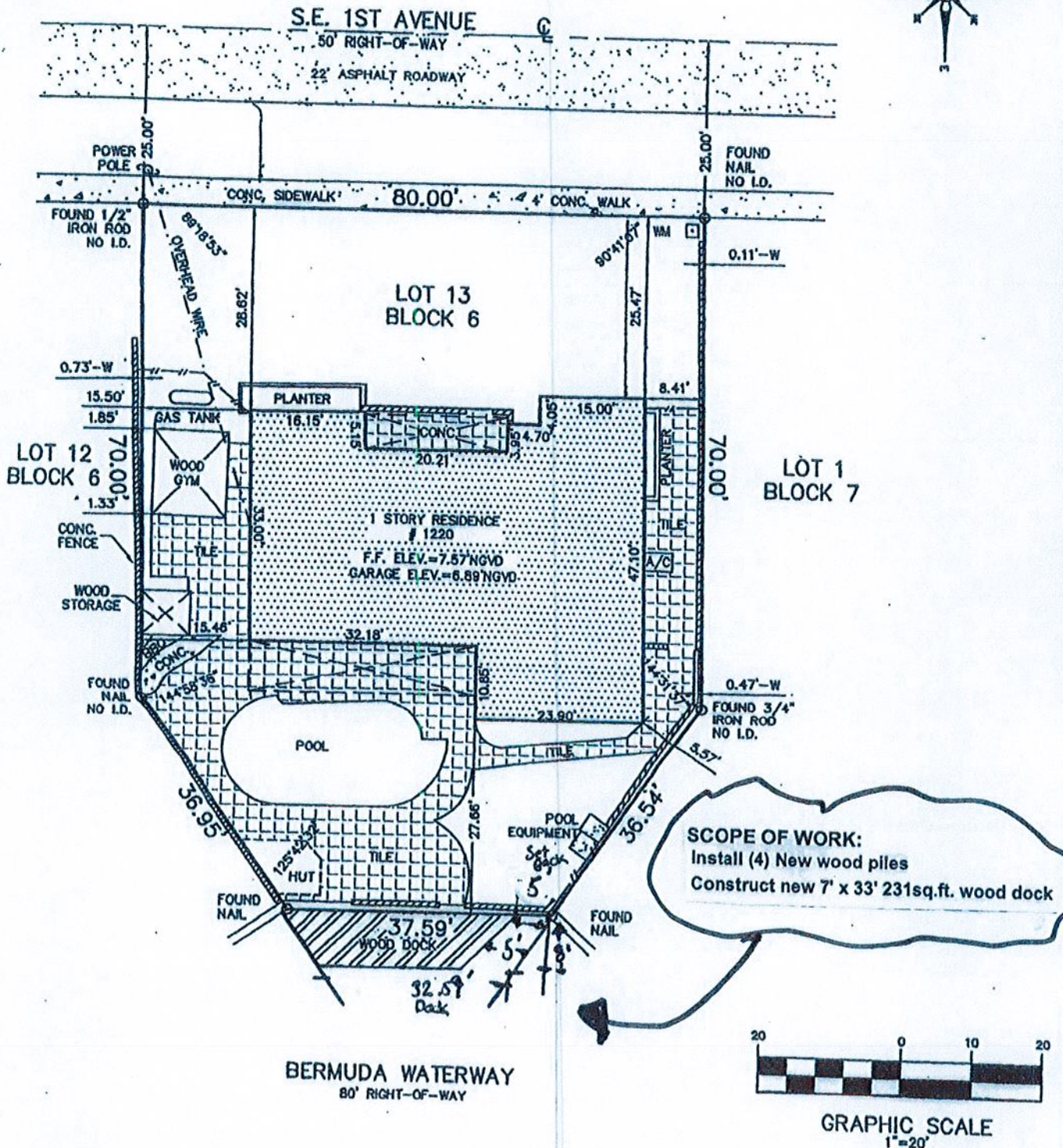
ACCURATE LAND SURVEYORS, INC.

L.B. #3635

SHEET 2 OF 2

TEL. (954) 782-1441
FAX. (954) 782-1442

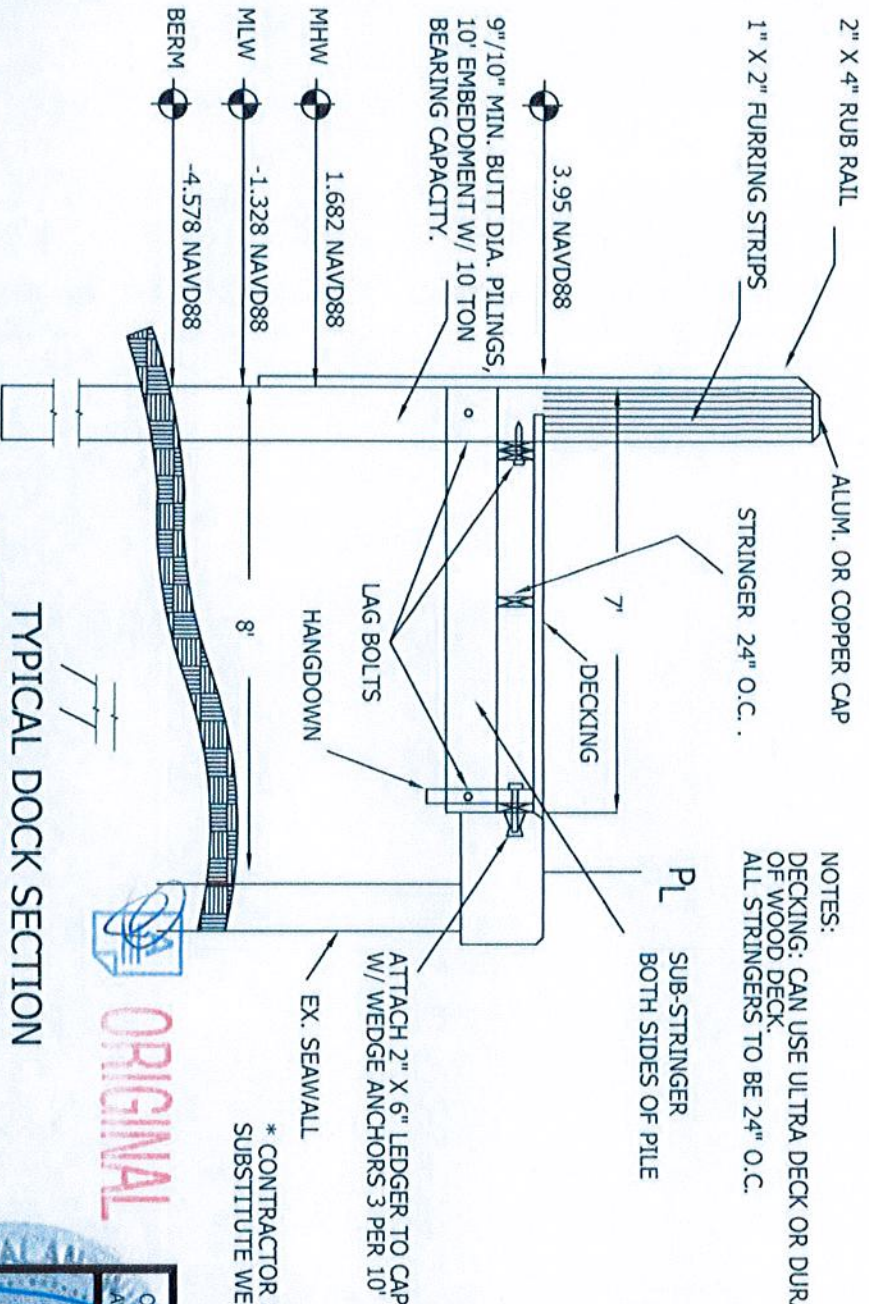




FRAMING TABLE

DOCK WIDTH	DECKING	STRINGERS	SUB-STRINGER	HANGDOWNS	LAG BOLTS	WEDGE ANCHOR
6' TO < 8'	2" X 6"	2" X 8"	2" X 8"	3" X 10"	1/2"	1/2"

NOTE: CONTRACTOR MAY USE GREATER MEMBER SIZE. FRAMING MEMBER MIN. SIZES SHOWN IN FRAMING TABLE.



NOTES:
DECKING: CAN USE ULTRA DECK OR DURA DECK IN LIEU OF WOOD DECK.
ALL STRINGERS TO BE 24" O.C.

PL SUB-STRINGER BOTH SIDES OF PILE

GENERAL NOTES:

1. ALL DIMENSION LUMBER SHALL BE SOUTHERN YELLOW PINE #1, TREATED W/ 0.40CCA WOOD PRESERV OR COMPOSITE.
2. ALL HARDWARE TO BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
3. DECK BOARD NAILS TO 16d, H.D.G.
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. DESIGN PER FBC 6TH EDITION 2017, WITH DESIGN WIND SPEED OF 170 MPH., LATEST REV. BC.

* CONTRACTOR MAY SUBSTITUTE 10" OR 12" CONCRETE PILE. SUBSTITUTE WEDGE ANCHORS FOR LAGS FOR CONCRETE PILE.

ORIGINAL

TYPICAL DOCK SECTION

1. ALL STRINGER TO BE MAX. 24" O.C. N.T.S.
2. CONTRACTOR SHALL USE 12" PILING WHERE REGULATORY AGENCIES REQUIRE.
3. CONTRACTOR HAS THE OPTION TO INSTALL A SINGLE SUB-STRINGER (INSIDE) AT THE END DOCK PILE LOCATIONS.

OWNER: Jack Field
ADDRESS: 4220 SE 1th Ave. Pompano Beach, FL

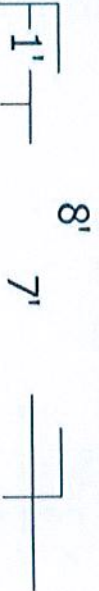
SOUTHEAST CUSTOM LIFT SYSTEMS, INC.

MARINE CONSTRUCTION INC.
ESTABLISHED IN 1996

ALAN GARGIA, P.E.
LICENSE #44256-A
4202 NW 54TH STREET
COCODRUT CREEK, FL 33073

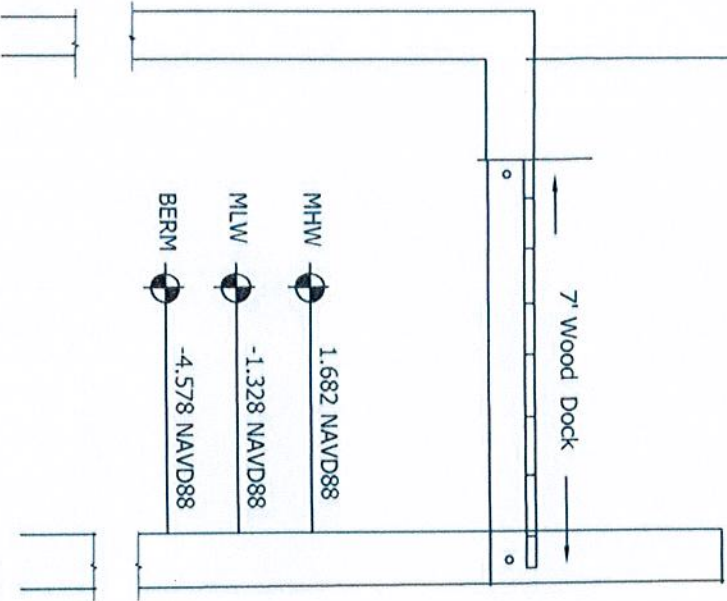
PL

Seawall Cap, Dock



3.95 NAVD88

S
E
A
W
A
L
L



MHW 1.682 NAVD88

MLW -1.328 NAVD88

BERM -4.578 NAVD88

TYPICAL SEAWALL CAP , DOCK CROSS SECTION

N.T.S.



ORIGINAL

OWNER: Jack Field
ADDRESS: 1220 SE 1th Ave., Pompano Beach, FL

SOUTHEAST CUSTOM LIFT
SYSTEMS, INC.

ALAN GARCIA P.E.
LICENSE #42564
4202 NW 54TH STREET
COCONUT CREEK, FL 33073

MARINE CONSTRUCTION INC.
ESTABLISHED IN 1996