

## **CONTIGUOUS SHARED COMMON DOCKING AGREEMENT**

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**THIS IS AN AGREEMENT** by and between Marcelo Vila  
(hereinafter "OWNER A"), whose address is 610 SE 7th Ave, Pompano  
Beach, Florida and John E Barr & Gail F. Barr (hereinafter "OWNER B"),  
whose address is 620 SE 7 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.

**"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, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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:

Witness One - Sign Name

Guebor C. Taskowitz  
Witness One - Print Name

Witness Two - Sign Name

Roland Helser  
Witness Two - Print Name

Owner A - Signature

MARCELO VILA  
Owner A - Print or Type Name

Owner A - Signature

Owner A - Print or Type Name

STATE OF FLORIDA

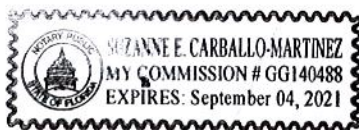
COUNTY OF BROWARD

The foregoing instrument was acknowledged before, by means of ☒ physical presence or

☐ online notarization, me this 17 day of June, 2020 by

Marcelo Vila and \_\_\_\_\_. They are personally known to me or have produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Suzanne E. Carballo-Martinez  
(Name of Acknowledger Typed, Printed or Stamped)

GG140488  
Commission Number

**"OWNER B":**

**Witnesses:**

*Poland Helser*  
Witness One - Sign Name

Poland Helser  
Witness One - Print Name

*Abel Isidron*  
Witness Two - Sign Name

ABEL ISIDRON  
Witness Two - Print Name

*John Barr*  
Owner B - Signature

JOHN BARR  
Owner B - Print or Type Name

*Gail Barr*  
Owner B - Signature

GAIL F. BARR  
Owner B - Print or Type Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence

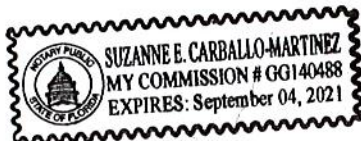
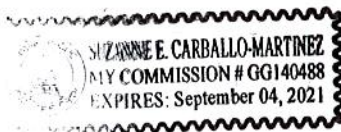
or ☐ online notarization, this 17 day of June, 2020 by

*John Barr*  
*John Marcelo Vita* and Gail F. Barr. They are personally known

to me or have produced \_\_\_\_\_ (type of identification) as

identification.

NOTARY'S SEAL:



*Suzanne E. Carballo-Martinez*  
NOTARY PUBLIC, STATE OF FLORIDA

Suzanne E. Carballo-Martinez  
(Name of Acknowledger Typed, Printed or Stamped)

GG140488  
Commission Number



EXHIBIT A

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

Site Address	610 SE 7 AVENUE, POMPANO BEACH FL 33060	ID #	4942 01 21 0350
Property Owner	VILA, MARCELO	Millage	1511
Mailing Address	610 SE 7 AVE POMPANO BEACH FL 33060	Use	00
Abbr Legal Description	CYPRESS ISLES ESTATES 2ND ADD 48-9 B LOT 8 BLK 4		

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\(8\)](#).

\* 2020 values are considered "working values" and are subject to change.

Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2020*	\$346,500		\$346,500	\$346,500				
2019	\$346,500		\$346,500	\$190,570	\$4,952.12			
2018	\$236,250		\$236,250	\$173,250	\$3,896.04			
2020* Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$346,500	\$346,500	\$346,500	\$346,500				
Portability	0	0	0	0				
Assessed/SOH	\$346,500	\$346,500	\$346,500	\$346,500				
Homestead	0	0	0	0				
Add. Homestead	0	0	0	0				
Wid/Vet/Dis	0	0	0	0				
Senior	0	0	0	0				
Exempt Type	0	0	0	0				
Taxable	\$346,500	\$346,500	\$346,500	\$346,500				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
11/8/2019	WD-Q	\$375,000	116189112	\$44.00	7,875	SF		
4/9/2008	QCD-T	\$100	45303 / 420					
4/7/2008	SWD-Q	\$312,000	45289 / 914					
3/24/2008	QCD-T	\$100	45289 / 912					
7/3/2007	CET-T	\$100	44376 / 134					
				Adj. Bldg. S.F.				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
L								
1								

EXHIBIT B



**MARTY KIAR**  
**BROWARD**  
COUNTY  
PROPERTY APPRAISER

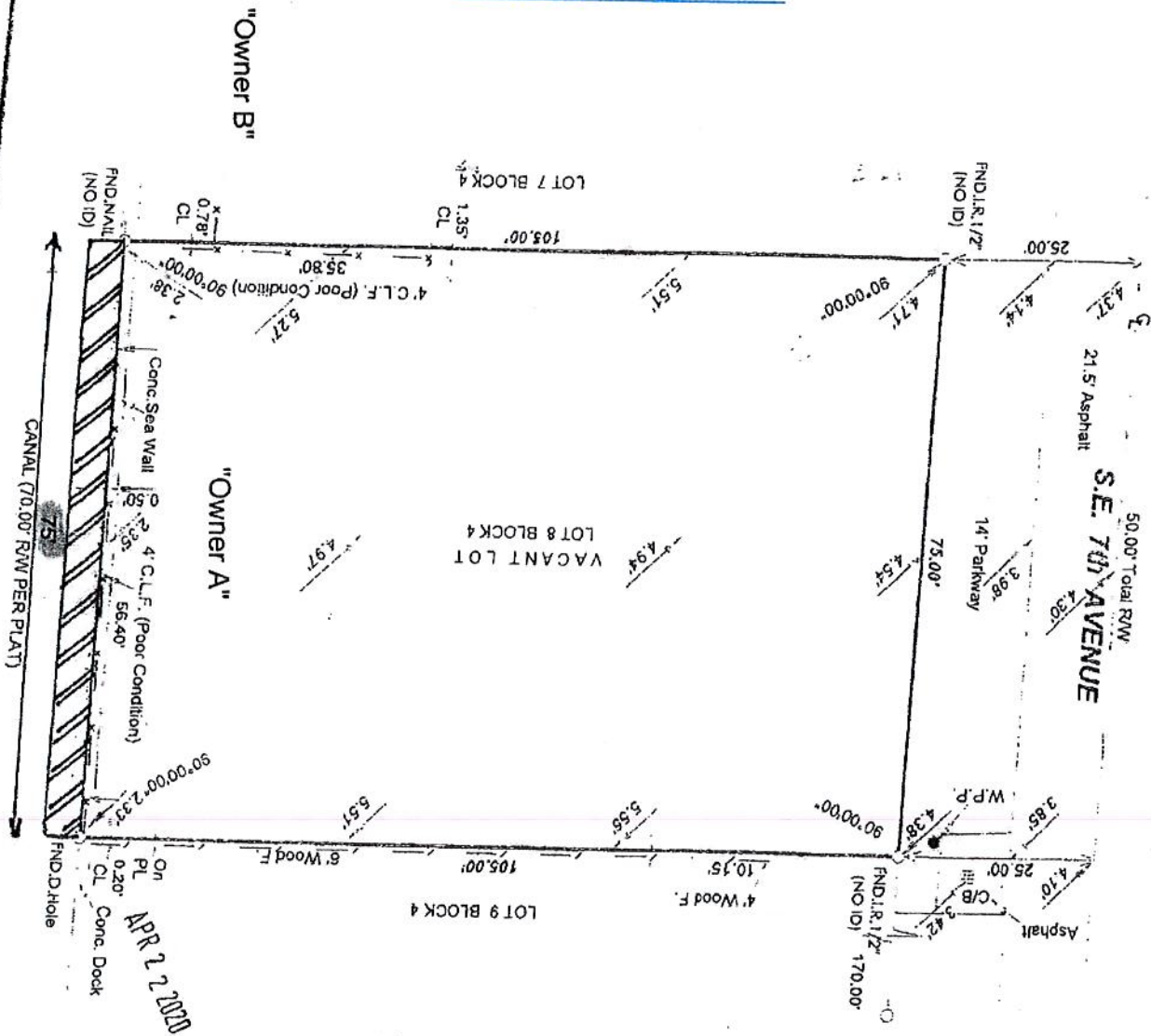
<b>Site Address</b>	620 SE 7 AVENUE, POMPANO BEACH FL 33060-8148	<b>ID #</b>	4942 01 21 0340
<b>Property Owner</b>	BARR, JOHN E & GAIL F	<b>Millage</b>	1511
<b>Mailing Address</b>	620 SE 7 AVE POMPANO BEACH FL 33060-8148	<b>Use</b>	01
<b>Abbr Legal Description</b>	CYPRESS ISLES ESTATES 2ND ADD 48-9 B LOT 7 BLK 4		

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\(8\)](#).

* 2020 values are considered "working values" and are subject to change.								
Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2020*	\$220,500	\$331,380	\$551,880	\$232,480				
2019	\$220,500	\$324,640	\$545,140	\$227,260	\$4,017.27			
2018	\$181,130	\$309,250	\$490,380	\$223,030	\$3,858.30			
2020* Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$551,880	\$551,880	\$551,880	\$551,880				
Portability	0	0	0	0				
Assessed/SOH 94	\$232,480	\$232,480	\$232,480	\$232,480				
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	\$182,480	\$207,480	\$182,480	\$182,480				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
7/1/1990	WD	\$220,500	17672 / 468	\$28.00	7,875	SF		
8/1/1974	WD	\$59,000						
10/1/1968	WD	\$27,000						
				Adj. Bldg. S.F. (Card, Sketch)			2017	
				Units/Beds/Baths			1/3/2	
				Eff./Act. Year Built: 1961/1959				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								



# EXHIBIT C



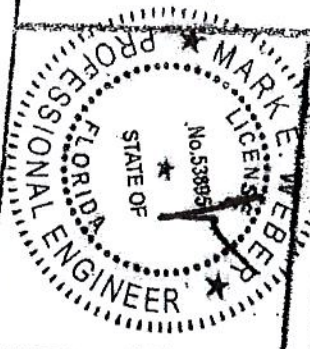
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## Scope of work

- Remove existing 5' x 20' wood dock & pile
- Install (8) 12" x 12" prestressed concrete batter pile place 10' O.C.
- Construct 25' x 6' seawall cap over pour
- Install (8) 10" diameter 25' CCA wood dock pile place 10' O.C.
- Construct 7' x 75' wood dock
- Construct 75' x 6' retaining wall behind seawall

MW ENGINEERING, INC.  
902 NE 1st Street, Suite 2  
Ph: 754-333-0877  
Pompano Beach, FL 33060

Mark Weber, PE #53895 - Florida  
MarkWeber@MWEngineering.net



Vila 610 SE 7th Avenue, Pompano Beach