

Meeting Date: March 22, 2011

Agenda Item 1

REQUESTED COMMISSION ACTION:

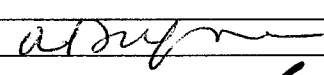
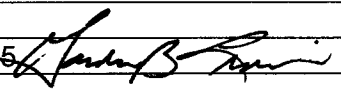
Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: APPROVAL OF A SHARED DOCKING AGREEMENT BETWEEN THE CITY AND ROLF AND INGRID KRAUS AND MARINE MAX EAST INC.

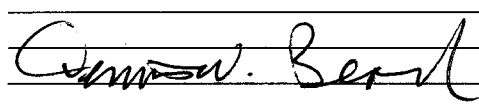
Summary of Purpose and Why: Rolf and Ingrid Kraus and Marine Max East Inc. share a common docking area. The Kraus's would like to expand the dock and therefore need an agreement with Marine Max East to do so.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Property owners
- (2) Primary staff contact: Robert McCaughan/Alessandra Delfico, PE Ext. 4097/4144
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>3-4-11</u>	Approved	
City Attorney	<u>12/17/2010</u>	Approved	Memo 2011-425 

- Advisory Board
- Development Services Director
- City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
2nd Reading			



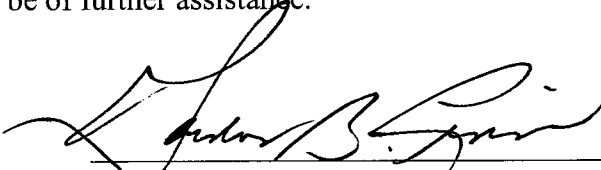
City Attorney's Communication #2011-425
December 17, 2010

TO: Alessandra Delfico, P.E., Interim City Engineer
FROM: Gordon B. Linn, City Attorney
RE: Shared Common Docking Area Agreement

Pursuant to your request, attached is a Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG ROLF AND INGRID KRAUS, AND MARINEMAX EAST, INC., AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



GORDON B. LINN

GBL/jrm
l:cor/engr/2011-425

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED COMMON DOCKING AREA AGREEMENT AMONG ROLF AND INGRID KRAUS, AND MARINEMAX EAST, INC., AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Shared Common Docking Area Agreement among Rolf and Ingrid Kraus, and MarineMax East, Inc. and the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among Rolf and Ingrid Kraus, and MarineMax East, Inc., and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

**SHARED COMMON DOCKING AREA
AGREEMENT**

THIS IS AN AGREEMENT by and between Rolf and Ingrid Kraus, whose address is 600 Circle Drive, Pompano Beach, Florida 33062, hereinafter referred to as "OWNER A" and MarineMax East, Inc., with an address at 700 S. Federal Hwy., Pompano Beach, FL 33062, hereinafter referred to as "OWNER B", 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 docs adjacent to this property legally described as follows:

See Attached Exhibit A attached hereto and made a part hereof
and

WHEREAS "OWNER B" owns property legally described as follows:

See Exhibit B & C attached hereto and made a part hereof



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 docks adjacent to their properties and to the docking of any boat or watercraft at the proposed docks 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, OWNER A and B have entered into this agreement as a benefit to each other.

2. OWNER A and B have each reviewed and have approved the proposed plans, a copy of which is attached hereto and made a part hereof as Exhibit "E" for the placement of docks and other structures in the common docking area adjacent to their said properties and grant unto the other the full right to erect, maintain and keep such structures.

3. Further, OWNER A and B have reviewed and have approved the proposed plans, Exhibit "E" & ~~"E"~~ attached, for the parking of any watercraft at or adjacent to the proposed docks and grant unto the other the full right to park watercraft in such manner.

4. The parties agree that this agreement does not provide any other rights or authority as except as specifically provided herein.

5. OWNERS A and B may make repairs to the said docks shown on Exhibit "E" attached, but may not make further alterations or additions without agreement of all parties.

6. This agreement is made on the expressed conditions the OWNER 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

employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

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

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

9. 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.

10. 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: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** 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:

William J Porper

G. Kraus
Rolf Kraus

Print Name: William J Porper

William J Porper

Ingrid Kraus
Ingrid Kraus

Print Name: William J Porper

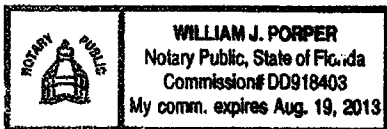
DATED: 11/16/10

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 2010 by Rolf Kraus and Ingrid Kraus. They are personally known to me or who has produced Pass (type of identification) as identification.

NOTARY'S SEAL:



William J Porper
NOTARY PUBLIC, STATE OF FLORIDA

William J Porper
(Name of Acknowledger Typed, Printed or Stamped)

DD 918403
Commission Number

"OWNER B":

Witnesses:

[Signature]
Print Name: Samuel Lowery

[Signature]
Rep. MarineMax Inc.

[Signature]

Rep. Marine Max Inc.

Print Name: BRENDA POFTAK

DATED: 11/18/2010

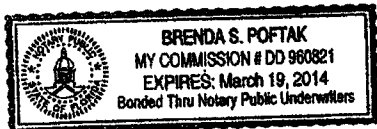
STATE OF FLORIDA

COUNTY OF ~~BROWARD~~ PINELLAS

The foregoing instrument was acknowledged before me this 18th day of November, 2010 by representative(s) of MarineMax, Inc., Kent Fagan and _____ They are personally known to me or who have produced _____

(type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

BRENDA POFTAK
(Name of Acknowledger Typed, Printed or Stamped)

DD 960921
Commission Number

Exhibit "A"

LEGAL DESCRIPTION:

LOT 6 OF "MANZO MAR", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, AT PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH:

A PORTION OF THE SOUTHWEST ONE-HALF (S.W. 1/2) OF GOVERNMENT LOT 6, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, ADJACENT TO A RESUBDIVISION OF BLOCKS 4, 8 AND 9, SANTA BARBARA ESTATES, AS RECORDED IN PLAT BOOK 28, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ADJACENT TO MANZO MAR, A SUBDIVISION IN SANTA BARBARA ESTATES, AS RECORDED IN PLAT BOOK 27, PAGE 27, OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 1, BLOCK 4, OF A RESUBDIVISION OF BLOCKS 4, 8, AND 9, SANTA BARBARA ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CORNER BEING ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 52°54'46" EAST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND THE SOUTHEAST BOUNDARY OF SAID BLOCK 4, HAVING A RADIUS 150.00 FEET, A CENTRAL ANGLE OF 00°35'33", AN ARC DISTANCE OF 3.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY, ALONG THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 01°49'59", AN ARC DISTANCE OF 11.20 FEET; THENCE SOUTH 46°47'08" EAST, ALONG A NON-TANGENT LINE, AND ALONG THE SOUTHWESTERLY RIGHT OF WAY OF CIRCLE DRIVE, AS SHOWN ON THE PLAT OF MANZO MAR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 27, OF SAID PUBLIC RECORDS, A DISTANCE OF 134.87 FEET TO A NORTHERLY EXTENSION OF THE WATERWARD FACE OF AN EXISTING SEAWALL LOCATED ALONG THE WEST BOUNDARY OF SAID MANZO MAR; THENCE SOUTH 00°51'23" WEST, ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 41.89 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS NORTH 89°08'37" WEST, FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY, CONTINUING ALONG SAID WATERWARD FACE AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 44.70 FEET, A CENTRAL ANGLE OF 19°49'29", AN ARC DISTANCE OF 15.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHERLY AND NORTHWESTERLY, CONTINUING ALONG SAID WATERWARD FACE AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 102.00 FEET, A CENTRAL ANGLE OF 28°36'47", AN ARC DISTANCE OF 50.94 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47°34'53" WEST, ALONG SAID WATERWARD FACE AND THE NORTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 101.01 FEET TO THE POINT OF BEGINNING.

Site No. 1
700 S. Federal Highway
Pompano, Florida

EXHIBIT "B"
Legal Description

The following property, located in Broward County, Florida:

Parcel No. 1:

Lot 1, in Block 4 of a Resubdivision of Blocks 4, 8 & 9 SANTA BARBARA ESTATES, according to the Plat thereof, recorded in Plat Book 28, Page 22 of the Public Records of Broward County, Florida.

ALSO that portion of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 5, in Section 6, Township 49 South, Range 43 East, lying East of U.S. Highway No. 1 and described as beginning at the Northeast corner of Government Lot 4, thence run South 2,796.99 feet to the North line of said South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 5 for the point of beginning; thence run West along the North line of said South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 5 a distance of 62.43 feet to the Easterly right-of-way line of U.S. Highway No. 1; thence run Southwesterly along said right-of-way line 100.00 feet; thence run East 94.68 feet to a point in the East line of said Government Lot 5 located 100 feet South of the point of beginning; thence run North 100 feet to the point of beginning.

Parcel No. 2:

A portion of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 5 in Section 6, Township 49 South, Range 43 East lying East of U.S. Highway No. 1 being more particularly described as follows:

Commence at the Northeast corner of Government Lot 4 in Section 6, Township 49 South, Range 43 East; thence run Southerly for 2796.99 feet to the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Government Lot 5; thence run West along the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Government Lot 5 for 62.43 feet to a point on the Easterly right-of-way line of U.S. Highway No. 1; thence run South $18^{\circ} 07' 00''$ West along the Easterly right-of-way line of U.S. Highway No. 1 for 100.00 feet to the Point of Beginning of the tract of land hereinafter described; thence continue South $18^{\circ} 07' 00''$ West along the Easterly right-of-way line of U.S. Highway No. 1 for 174.13 feet to a point; thence run East for 150.40 feet to a point on the East line of said Government Lot 5, that is 260.54 feet South of the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Government Lot 5; thence run North $00^{\circ} 36' 00''$ West along the East line of said Government Lot 5 for 160.54 feet to a point that is 100.00 feet South of the Northeast corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Government Lot 5; thence run North $86^{\circ} 59' 53''$ West for 94.71 feet (shown as 94.68 feet in the deed to Harold M. Boardman) to the Point of Beginning.

EXHIBIT

"C"

MarineMax East, Inc.

A portion of the Southwest one-half (SW 1/2) of Government Lot 6, Section 6, Township 49 South, Range 43 East, Broward County, Florida, lying Southeasterly of and adjacent to Lot 1, Block 4, of a Resubdivision of Blocks 4, 8 and 9, SANTA BARBARA ESTATES, as recorded in Plat Book 28, Page 22, of the Public Records of Broward County, Florida, also being a portion of the lands described in that certain Warranty Deed recorded in Official Records Book 40737, Page 1556, of said Public Records, described as follows:

Beginning at the East corner of said Lot 1, Block 4, said point lying on the arc of a curve concave Southeasterly, whose radius point bears South 52°54'46" East from said point; thence Northeasterly, along Southeasterly boundary of said Block 4 and the arc of said curve, having a radius of 350.00 feet, a central angle of 00°35'33", for an arc distance of 3.62 feet; thence South 47°34'53" East along the Northwesterly extension of the waterward face of and existing seawall, a distance of 4.50 feet; thence South 33°26'27" West, a distance of 58.01 feet; thence South 89°14'39" West, a distance 4.38 feet to a point on the arc of a curve concave Southeasterly, whose radius point bears South 62°20'53" East from the last described point; thence Northeasterly, along the arc of said curve, and the Southeast boundary of said Block 4, having a radius of 350.00 feet, a central angle of 09°26'07", an arc distance of 57.64 feet to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida.

SHARED COMMON DOCKING AREA AGREEMENT

THIS IS AN AGREEMENT by and between Rolf and Ingrid Kraus, whose address is 600 Circle Drive, Pompano Beach, Florida 33062, hereinafter referred to as "OWNER A" and MarineMax East, Inc., with an address at 700 S. Federal Hwy., Pompano Beach, FL 33062, hereinafter referred to as "OWNER B",

WHEREAS, OWNER A agrees that watercrafts docked at the new dock construction per Exhibit E (attached) cannot exceed a beam width of 10'.

"OWNER A":

Witness:

Rolf Kraus

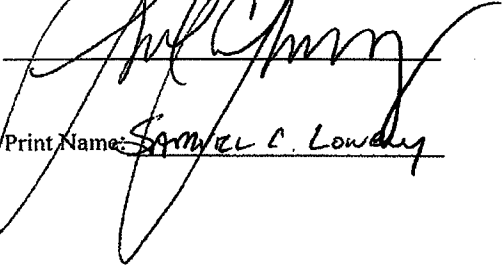
Print Name: _____

Ingrid Kraus

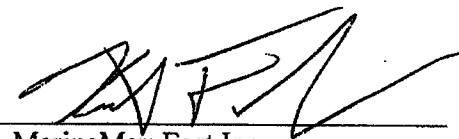
DATED: _____

"OWNER B":

Witnesses:



Print Name: Samuel C. Lowery



Rep. MarineMax East Inc.
KURT FRANTZ
AS ASSISTANT SECRETARY

DATED: 3/4/2011