

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PURSUANT TO SECTION 8-144 OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, GRANTING A DOCK PERMIT FOR INSTALLATION, USE, MAINTENANCE AND REPAIR BY ERIC J. WIBORG, II, OF AN EXISTING 45'+/- LONG X 8'+/- WIDE MARGINAL DOCK AND ACCESS STEPS ON PUBLIC PROPERTY ABUTTING THE WATERWAY ADJACENT TO 1029 CORDOVA ROAD, AS SUCH PROPERTY IS MORE PARTICULARLY DESCRIBED BELOW; AUTHORIZING THE PROPER PUBLIC OFFICIALS TO COUNTERSIGN AND RECORD THE DECLARATION OF COVENANTS RUNNING WITH THE LAND RESPECTING A CITY ISSUED DOCK PERMIT; AUTHORIZING RECORDATION OF THIS RESOLUTION; SUBJECT TO CERTAIN TERMS AND CONDITIONS; REPEALING ANY AND ALL PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Eric J. Wiborg, II, applied for a permit to, use, maintain and repair an existing 45'+/- long x 8'+/- wide marginal dock with appurtenant access steps on public property abutting the waterway adjacent to 1029 Cordova Road, in accordance with the provisions of Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the City's Marine Advisory Board on February 2, 2023, reviewed the application for dock permit filed by Applicant and voted unanimously to recommend to the City Commission approval of this application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That pursuant to Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, permission is hereby granted to Eric J. Wiborg, II, (hereinafter referred to as "Permit Holder"), to install, use, maintain and repair an existing 45'+/- long x 8'+/- wide marginal dock with appurtenant access steps on public property abutting the waterway adjacent to 1029 Cordova Road, legally described as follows:

The South 12.5 feet of Lot 33 and all of Lot 34, Block 22, RIO VISTA ISLES UNIT 3, according to the Plat thereof, recorded in Plat Book 7, Page 47, Public Records of Broward County, Florida.

Street Address: 1029 Cordova Road
Fort Lauderdale, FL 33316

Property ID# 5042 11 18 1920

(hereinafter, "Property" or "Upland Parcel")

SECTION 2. The Dock Permit herein granted by this Resolution may be revoked at any time for violation of any one or more of the conditions of this Resolution or provisions of Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, Florida, a number of such provisions are incorporated by reference as if fully set forth herein. The following conditions are listed for emphasis: (1) Permit Holder is prohibited from collecting rent for the dock facility; (2) the Dock Area, as defined below, shall not be used by any person or persons other than Permit Holder; (3) Permit Holder shall be responsible for maintaining the Improvements (the term "Improvements," as used herein shall mean the dock and seawall and any other appurtenant fixtures constructed or utilized by Permit Holder); (4) by acceptance of the use of the Improvements and the Permit granted hereby, Permit Holder agrees to defend, indemnify and hold City harmless for damages to property or injury to or for the death of anyone using the Improvements; (5) Permit Holder shall be responsible for all governmental charges or fees in connection with the maintenance, repair and use of the Improvements; (6) Permit Holder is prohibited from erecting any signs, landscaping or fencing that would restrict public access to the Public Swale Area as defined below.

SECTION 3. The granting of this Dock Permit is subject to the following terms and conditions:

1. This Dock Permit is conditioned upon the requirement that the Permit Holder shall repair, replace or maintain the adjacent seawall. This grant of a Dock Permit may be revoked by the City upon at least ninety (90) days advance notice to the Permit Holder.
2. As a special condition, the City reserves the right to remove the Improvements for replacement of the seawall in the event that this might be required during the term of the Dock Permit as determined by the City Engineer and authorized by the City Manager. The sole cost of removal and replacement of the Improvements shall be the responsibility of the Permit Holder. Furthermore, the Permit Holder shall be responsible for maintaining and beautifying a reasonable area in and around the

Dock Area and Public Swale Area (more particularly described below) and failure to do so shall be grounds for revocation of this Dock Permit.

3. (a) The *Dock Area* is that area (i) bounded on the North and South by the Eastward extension of the side yard setback lines for the Property into abutting waterway, (ii) bounded on the West by the Westernmost portion of upland cap of the seawall abutting the marginal dock, and (iii) bounded on the East by Eastward extension of the Northernmost and Southernmost side yard setback lines for the Property a distance of 25' into the adjacent waterway as provided in the City of Fort Lauderdale Florida, Unified Land Development Regulations ("ULDR") 47-19.3(c) and (d). (See **Exhibit "A"** attached hereto for a schematic representation of the *Dock Area*.)

(b) The *Public Swale Area* is that area (i) bounded on the West by the Easternmost pavement for Cordova Road, (ii) bounded on the North and South by that area lying between the Eastward extension of the Northernmost and Southernmost side Property lines of the Upland Parcel, (iii) bounded by the East by the Westernmost portion of the upland cap of the seawall abutting the adjacent waterway, and (iv) LESS the *Dock Area*. (See **Exhibit "A"** attached hereto for a schematic representation of *Public Swale Area*.)
4. That as a condition to the adoption of this Resolution, Permit Holder has executed a Declaration of Covenants Running with the Land Respecting A City Issued Dock Permit (hereinafter, "Declaration"). The proper City officials are hereby authorized to counter-execute and record the Declaration and a certified copy of this Resolution at the expense of the Permit Holder.
5. (a) During the term of the Dock Permit, the Permit Holder shall be required to repair, replace, maintain or reconstruct the dock or adjacent seawall or both to meet the requirements of Section 47-19.3(f) of the City's ULDR.

(b) The Dock Permit to use the dock shall expire upon the (i) abandonment of the use of the dock, or (ii) recordation of the deed of conveyance transferring title to the Upland Parcel, or (iii) termination, expiration or revocation of the Dock Permit by the City Commission, whichever (i), (ii) or (iii) shall first occur, subject to the survivability of the obligation to remove the dock pursuant to the provisions of subsection (c) below and the obligations within the Declaration of Covenants Running With the Land Respecting A City Issued Dock Permit.

(c) Except as provided in subsection (d) below, upon expiration of the Dock Permit, the Permit Holder shall be obligated to remove the dock and all appurtenances thereto no later than three (3) months after the termination, revocation or expiration of the Dock Permit. The provisions of this subsection shall be a continuing obligation that survives expiration of the Dock Permit.

(d) In the event the Dock Permit is granted to a successor in interest to this Permit Holder within the time proscribed in subsection (c) above, then the obligation to remove the dock and all appurtenances thereto shall be discharged as to this Permit Holder and a release and discharge of the Declaration of Covenants Running With the Land Respecting A City Issued Dock Permit shall be executed by the City Manager and recorded by the City in the Public Records of Broward County, Florida, at the expense of this Permit Holder.

(e) An application for a Dock Permit may be filed by a contract vendee prior to obtaining fee simple title to the Upland Parcel, provided, however, that the granting of the Dock Permit applicant contract vendee shall not be effective until such time as the conveyance of fee simple title to the Upland Parcel has been recorded in the Public Records of Broward County, Florida.

6. (a) As a special condition of the Permit, the Permit Holder is prohibited from erecting any signs, landscaping or fencing the effect of which is to restrict public access to the Public Swale Area except where permitted by Code. The "Dock Area" shall include the marginal dock and adjoining seawall. Permit Holder shall post signage on the Dock Area indicating that the Dock Area is private. The Resolution Number under which this Dock Permit is granted shall be posted on the signage.

(b) Permit Holder shall be responsible for maintaining Improvements and landscaping within the "Dock Area" and "Public Swale Area". The "Dock Area" and "Public Swale Area" shall be landscaped in accordance with a Landscape Plan approved by the Department of Sustainable Development, a copy of which is attached hereto as **Exhibit "B"**.

7. (a) All improvements to the Public Swale Area and Dock Area shall be constructed in accordance with appropriate permits from all applicable regulatory authorities having subject matter jurisdiction regarding such matters and must be in accordance with City Engineering design standards and all applicable regulatory codes including the City's Unified Land Development Regulations, the Florida Building Code and Broward County Amendments thereto.

(b) All docks installed pursuant to the Dock Permit granted herein shall be either (i) floating docks that can adapt to sea level rise over their useful life span, (ii) fixed docks installed at a minimum elevation consistent with the requirements of Section 47-19.3(f) of the ULDR, or (iii) fixed docks the height of which are even with the City's seawall, whichever (ii) or (iii) is greater.

(c) Penetrating the City seawall to support the dock or permanently attaching improvements, such as cleats, ladders, ramps, mooring whips or similar devices to the City seawall is prohibited, unless (i) specifically recommended pursuant to the dock building permit review process, or (ii) where the seawall and dock area are being constructed by the Permit Holder, or (iii) upon demonstration of hardship, as it relates to accommodations under the Americans With Disabilities Act, as same may be amended from time to time and authorized by the Resolution granting the dock permit.

8. The Dock Permit granted herein shall not be assignable without the written approval by Resolution adopted by the City Commission.
9. Permit Holder shall not charge or collect any rent or fees from anyone using such dock constructed on public property.
10. As a special condition, vessels berthed at the permitted dock, pursuant to Code Sec. 8-91(e) are prohibited from extending beyond the maximum distance of 30% of the width of the waterway.
11. Repair and/or maintenance of a vessel moored at this location shall be following City Code Sec. 8-149.
12. As a special condition of the permit, in the event Permit Holder is found by the City Commission to have violated any of the above conditions or is found by the Code Enforcement Board, Special Magistrate or County Court Judge to have violated any Code sections relative to the use of the Dock Area, Dock and Mooring Piles, then the Permit granted herein may be repealed or rescinded by the City Commission upon thirty days' advance notice to the Permit Holder.

13. Use of the Dock Area is limited to the docking of a vessel owned by the Permit Holder with a copy of the documentation showing the name and registration number of the vessel provided by the Permit Holder to the Supervisor of Marine Facilities.
14. There shall be no fueling of vessels under this Dock Permit from tank trucks along the adjacent publicly dedicated Cordova Road.
15. The Permit Holder is prohibited from mooring any watercraft or vessel, other than a tender, in such a manner that it is "rafted out" from the vessel owned or operated by the Permit Holder and moored at the dock as authorized under the dock permit.
16. Pursuant to ULDR Sec. 47-19.3 (h), no vessel may be docked or anchored in such a position that causes it to extend beyond the side setback lines required for the upland principal building, as extended beyond the side setback lines into the waterway.
17. Parking in the "Dock Area" and/or "Public Swale Area" is intended to be temporary in nature only. Overnight or long-term parking by persons associated with the Permit Holder is discouraged.

SECTION 4. That by acceptance of the benefits of this Resolution, Permit Holder acknowledges that the Public Swale Area and Dock Area are part of a publicly dedicated right-of-way for Cordova Road and that any right, title, interest or claim of use to the Dock, Dock Area or Public Swale Area except to the extent provided herein, is subordinate and inferior to that public dedication until such public dedication is discontinued by law.

SECTION 5. That the City Clerk is hereby directed to record a certified copy of this Resolution together with the Declaration in the Public Records of Broward County, Florida, at the Permit Holder's expense and, after recording, to file same in the City's records and with the City's Office of Marine Facilities.

SECTION 6. That all Resolutions or parts of Resolutions in conflict are hereby repealed.

SECTION 7. That this Resolution shall not be effective until such time as (i) a certified copy of this Resolution has been recorded in the Public Records of Broward County, Florida, together with (ii) the Declaration has been recorded in the Public Records of Broward County, Florida, and (iii) a recorded copy of the Resolution and Declaration are filed with the City's Office of Marine Facilities and (iv) all costs of recordation have been borne by the Permit Holder.

ADOPTED this _____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE SPENCE

Dean J. Trantalis _____

John C. Herbst _____

Steven Glassman _____

Pamela Beasley-Pittman _____

Warren Sturman _____

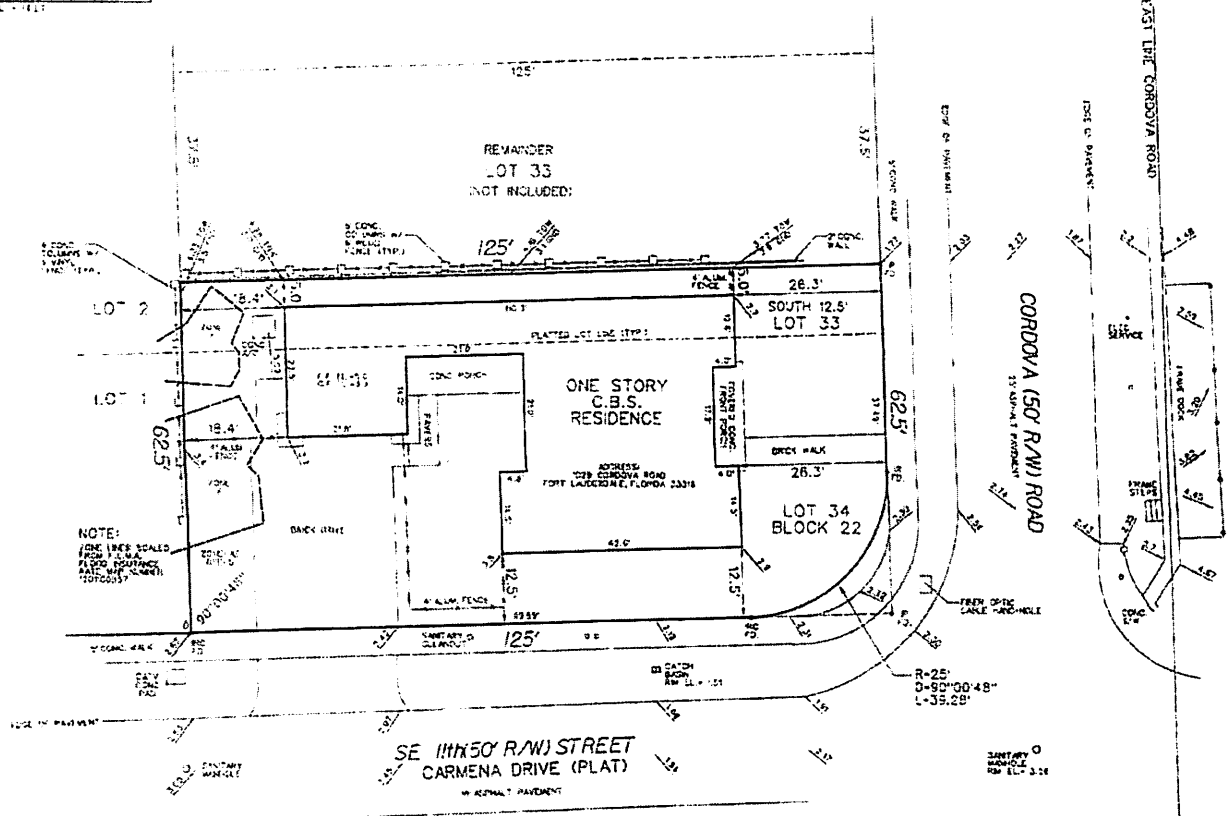


SCALE - 1" = 20'

LEGAL DESCRIPTION:

THE SOUTH 12.5 FEET OF LOT 33 AND ALL OF LOT 34, BLOCK 22, RIO VISTA ISLES UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT A



STANDARD ABBREVIATIONS:

- BENCHMARK
- CONCRETE POST
- CAST IRON PIPE
- BLACK PIPE
- GALVANIZED PIPE
- ...

LEGEND:

- C SET 5/8" x 6 CAP N.B. (B.S.)
- D NAIL & TAG
- COP
- PIN
- +• ELEVATION
- +• FIRE HYDRANT
- CENTERLINE
- +• LIGHT POLES
- MANHOLE (GENERAL)
- MANHOLE (STORM)
- CATCH BASIN
- ELECTRIC SERVICE
- TELEPHONE (SANCTION BOX)
- WATER METER
- CABLE TV BOX
- UTILITY POLE

NOTES:
1. REPRODUCED BY THIS SURVEYOR'S NAME SHALL NOT VALID UNLESS SEALED BY THE SURVEYOR.
2. THIS SURVEY IS THE PROPERTY OF VIC-SCOTT LAND SURVEYING & MAPPING AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF VIC-SCOTT LAND SURVEYING & MAPPING.
3. THE SURVEYOR HAS REVIEWED THE PUBLIC RECORDS, TITLE INSURANCE COMPANY POLICY NUMBER 07-8-023434 FOR EACH LOT.
4. LEGAL DESCRIPTION PROVIDED BY CLIENT.
5. THIS SURVEY DOES NOT PERTAIN TO OTHER IMPROVEMENTS BELOW GRADE, IF ANY, UNLESS SPECIFICALLY NOTED OTHERWISE.
6. BOUNDARY LINES ARE INDICATED BY BOUNDARY MARKERS UNLESS NOTED OTHERWISE.
7. ALL LOTS SHOWN ARE BASED ON THE PLAT THEREOF, UNLESS OTHERWISE NOTED BY THE SURVEYOR.
8. ELEVATIONS SHOWN ARE RELATIVE TO M.D.A.S. 85.
9. ELEVATION INFORMATION
STATION NO. 2501 ... ELEVATION ...

TITLE POLICY REVIEW NOTES:
1. PUBLIC RECORDS, TITLE INSURANCE COMPANY POLICY NUMBER 07-8-023434, SCHEDULE B
2. ELEMENTS CONTAINED IN PLAT BOOK 7, PAGE 47 AFFECT THE PROPERTY AND ARE PLOTTED HEREON.
3. ELEMENTS CONTAINED IN OFFICIAL RECORDS BOOK 3485A, PAGE 5905 AFFECT THE PROPERTY.
4. ELEMENTS CONTAINED IN OFFICIAL RECORDS BOOK 4475A, PAGE 800 AFFECT THE PROPERTY BUT ARE NOT PLOTTED.

ALTA/NSPS SURVEY
SCALE: 1" = 10'

SCOTT A GUZZI
Digitally signed by SCOTT A GUZZI
Date: 2022.10.24 14:42:55 -04'00'

SURVEYOR'S CERTIFICATION:
To Eric J. Weber, Licensed Title of Protection, Inc.
This is to certify that the map or plat and the survey on which it is based were made in accordance with the Florida Surveying and Mapping Law, Chapter 471, F.S. and the Rules and Regulations of the Board of Professional Regulation, Chapter 64C, F.A.C. and the Surveyor, jointly and severally, are not liable for any error or omission on this survey, plat or map.
SCOTT A. GUZZI, PSM
PROFESSIONAL SURVEYOR
FLORIDA REG. NO. 47121
10-17-22
DATE OF LAST FIELD WORK

NO.	DESCRIPTION	DATE	BY

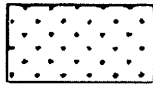
VIC-SCOTT LAND SURVEYING & MAPPING
3000 W. Commercial Blvd., Suite 100
Fort Lauderdale, FL 33309
PH: (754) 775-2300

1029 CORDOVA ROAD
FORT LAUDERDALE, FLORIDA 33316
COUNTY: BROWARD
SHEET NO.: 2809
DATE: 10-17-22

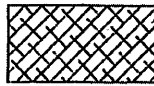
NO.	DESCRIPTION	DATE	BY

Exhibit "B"

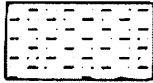
LEGEND



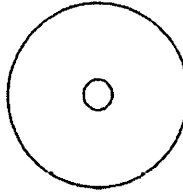
ST. AUGUSTINE SOD,
TIGHT SEAMS, FULL COVERAGE



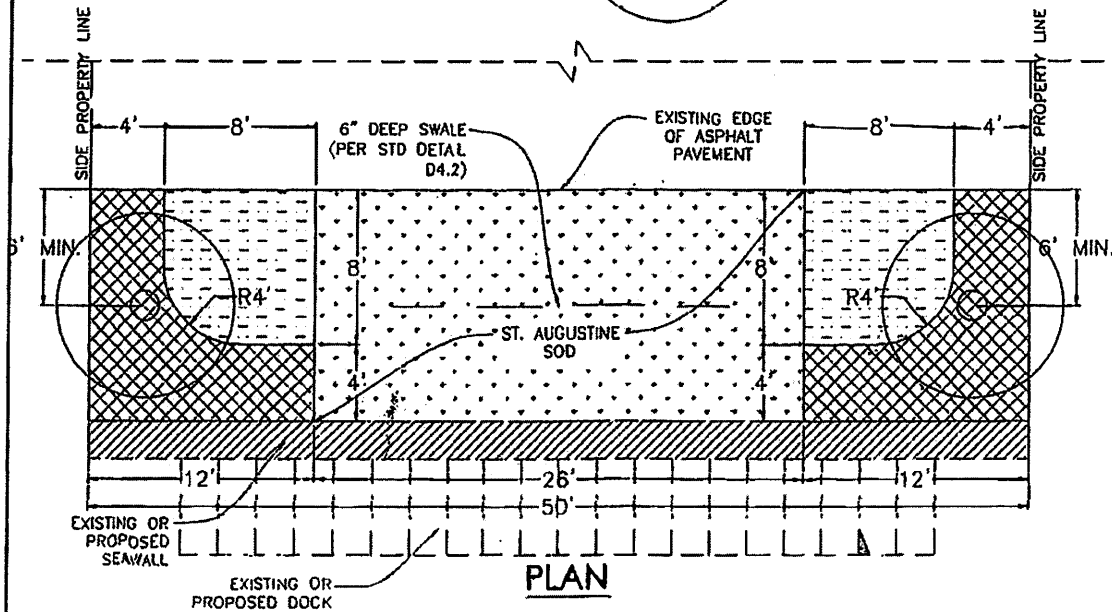
MUHLY GRASS:
18" - 24" TALL
18" - 24" ON CENTER



INDIAN HAWTHORN:
12" - 18" TALL
12" - 18" ON CENTER




12 SILVER BUTTONWOOD TREE,
MULTI

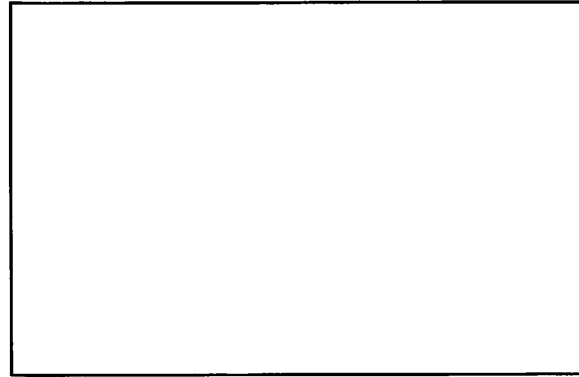


GENERAL NOTES:

1. ALL IRRIGATION & PLANT MATERIAL SHALL BE INSTALLED & MAINTAINED BY APPLICANT.
2. ALL PLANT MATERIAL SHALL BE FLORIDA #1 GRADE OR BETTER.
3. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH INDUSTRY BEST MANAGEMENT PRACTICES.
4. ALL AREAS TO RECEIVE AUTOMATIC IRRIGATION FROM A PERMANENT WATER SOURCE PROVIDING 100% COVERAGE AND A RAIN SENSOR SHUT OFF.
5. ALL PLANT MATERIAL SUBSTITUTIONS SHALL BE FLORIDA-FRIENDLY LANDSCAPING (FFL) EQUIVALENT.

ISSUED: 2/2015		CITY OF FORT LAUDERDALE DEPT. OF SUSTAINABLE DEVELOPMENT	
REVISED:		URBAN DESIGN & PLANNING ENGINEERING DIVISION	LANDSCAPING PLAN (ROW) SCALE: 1"=10'

This instrument prepared by:
Robert B. Dunkel, Asst. City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301



(Space Reserved for Recording Information)

**DECLARATION OF COVENANTS RUNNING WITH THE LAND
RESPECTING A CITY ISSUED DOCK PERMIT**

THIS is a Declaration of Covenants Running with the Land Respecting a City issued Dock Permit (hereinafter, "Declaration") pursuant to City of Fort Lauderdale Code Section 8-144 is by and between and dated the 28 day of February, 2023:

ERIC J. WIBORG, II, a single man, whose mailing address is 1029 Cordova Road, Fort Lauderdale, FL 33316 (hereinafter, "DECLARANT")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "CITY")

RECITALS:

A. The CITY on October 2, 2019, adopted on second reading Ordinance No. C-19-12 which amended CITY Code Section 8-144, entitled "Private Use of Public Property Abutting Waterways".

B. CITY Code Section 8-143, entitled "Rights of City on Property Abutting Public Waterways" provides, in part, that wherever a public street or thoroughfare is laid out or existing in the CITY abutting or touching a waterway open to the public use, the CITY, as Trustee for the public, has and owns the riparian rights appurtenant thereto and shall have the right to grant dock permits for the use of private persons to construct, use, maintain and repair docks, piers and wharves at such places, the use of which are governed by CITY Code Section 8-144.

C. DECLARANT is vested with fee simple title to:

The South 12.5 feet of Lot 33 and all of Lot 34, Block 22, RIO VISTA ISLES UNIT 3, according to the Plat thereof, recorded in Plat Book 7, Page 47, of the Public Records of Broward County, Florida; said lands lying, situate and being in the State of Florida, County of Broward.

Street Address: 1029 Cordova Road
Fort Lauderdale, FL 33316

Property ID# 5042 11 18 1920

(Hereinafter, "Property" or "Upland Property")

by virtue of that certain Warranty Deed dated November 10, 2022, recorded at Instrument #118516152, of the Public Records of Broward County, Florida, which such Property is contiguous to a public street existing in the CITY abutting or touching a waterway open to the public and therefore comes within the jurisdiction of CITY Code Sections 8-143 and 8-144.

D. Prior to adoption of Ordinance No. C-19-12 amending CITY Code Section 8-144, Dock Permits were sometimes abandoned, terminated, expired or revoked and the CITY inherited the expense of removal of such Dock and it was recognized that there was a need to require the Permit Holders (DECLARANT herein) to provide security to cover the cost of maintenance and repair of the Dock and seawall and possible removal of the dock, if needed, in the event of failure to do so on the part of the Permit Holder / DECLARANT.

E. DECLARANT, pursuant to City of Fort Lauderdale Code Section 8-144 applied for a Dock Permit for use of a Dock abutting a public right-of-way adjacent to their Property.

F. The DECLARANT'S application for the Dock Permit was reviewed by the CITY'S Marine Advisory Board ("Board") on February 2, 2023, and the Board recommended to the CITY Commission approval by an unanimous vote of the members of the Board in attendance.

G. The DECLARANT'S application for a Dock Permit pursuant to CITY Code Sec. 8-144 was reviewed by the CITY Commission on March 8, 2023, and a Dock Permit was granted pursuant to CITY Resolution No. 23-049.

H. Pursuant to CITY Code Section 8-144 (1) (a) ten (10) days prior to the CITY Commission's adoption of a Resolution granting the Dock Permit DECLARANT is required to execute and deliver to the CITY a covenant running with the land to be recorded in the Public Records to provide security in the form of a potential Claim of Lien against the Property to cover the CITY'S costs, if any, of maintenance, repair, reconstruction or timely removal of the Dock or seawall or both upon the failure of DECLARANT to perform such obligations and to cover the CITY'S costs in maintaining, repairing, reconstructing and/or removal of the dock and appurtenances thereto upon the failure of the DECLARANT to timely perform such obligation should it arise.

NOW, THEREFORE, in consideration of the foregoing, the DECLARANT hereby agrees, covenants and declares as follows and CITY accepts such Declaration:

1. **Recitals.** The foregoing Recitals and true and correct and are incorporated herein by reference.

2. **Obligation to Maintain, Repair, Reconstruct or Remove Dock and Appurtenances.** Prior to adoption of CITY Resolution No. 23-049 granting a Dock Permit, DECLARANT has executed this Declaration and by virtue thereof DECLARANT agrees to be bound by the obligations, to the extent necessary, of maintenance, repair, reconstruct or removal of the Dock and appurtenances thereto, including seawall, and, to the extent necessary, timely removal of the Dock and appurtenances thereto, including seawall. Whether maintenance, repair or reconstruction or removal of the Dock and appurtenant seawall is necessary will be determined by the City Manager.

3. **Repair, Replace or Reconstruct in accordance with The Florida Building Code, City Engineering Standards and City Code Section 47-19.3 (f).** The DECLARANT'S obligation to repair, replace, reconstruct or maintain the Dock or adjacent seawall shall be performed in such a manner as to be compliant with the requirements of The Florida Building Code, CITY Engineering Standards and CITY Code Section 47-19.3 (f), entitled "Boat slips, docks, boat davits, hoists and similar mooring structures" as well as other terms and conditions imposed by law or administrative regulations with jurisdiction over the subject matter or CITY Resolution No. 23-049 granting the Dock Permit.

4. **Failure to Maintain, Repair, Reconstruct or Remove Dock; Claim of Lien.** In the event DECLARANT fails to either (i) timely perform the obligations, to the extent necessary, of maintenance, repair, reconstruction or removal of the Dock and appurtenances thereto, including seawall or (ii) timely perform the obligations, to the extent necessary, of removal of the Dock and appurtenances thereto, including seawall, or both (i) and (ii), and the CITY expends funds to perform such obligations, then DECLARANT grants to and agrees with the CITY that the CITY may file a Claim of Lien against the Property for the cost of the CITY performing such obligations in the face of DECLARANT'S failure to so perform.

4.1. Interest on the Claim of Lien shall accrue on the unpaid amount at the rate of twelve percent (12.0 %) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law.

4.2. The Lien shall be effective upon the recordation of the Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien at which time CITY shall record a satisfaction of such Lien.

4.3. DECLARANT agrees that he shall be liable for all costs associated with filing the Claim of Lien and foreclosure thereof including court costs and the

CITY's reasonable attorneys' fees incurred in pursuit of the foreclosure of the Claim of Lien throughout the trial and all appellate court proceedings relative thereto.

4.4 DECLARANT, for himself and his successors in interest as to the Property, do hereby waive any rights to Homestead Exemption as granted by Article X, Section 4 of the Florida Constitution as to the Claim of Lien provided for herein.

5. **Discharge and Release of Claim of Lien.** In the event a Claim of Lien is recorded against the Property and the CITY is thereafter reimbursed for the costs underlying the Claim of Lien, then the CITY shall record a release, discharge or satisfaction of the Claim of Lien which as such release, discharge or satisfaction of the Claim of Lien may be executed by the City Manager. Further, upon payment of the amount of the Claim of Lien, the City shall release and discharge this Declaration and such release and discharge shall be executed by the City Manager and recorded by the CITY, at DECLARANT'S expense, in the Public Records

6. **Expiration of Dock Permit.** Pursuant to the terms of CITY Code Section 8-144 (4) (b) and CITY Resolution No. 23-049, the Dock Permit expires upon (i) abandonment of the use of the Dock by DECLARANTS or (ii) recordation of the deed of conveyance transferring title to the Property from DECLARANT to a third party successor in interest or (iii) termination, expiration or revocation of the Dock Permit by the CITY Commission, whichever (i), (ii) or (iii) shall first occur, subject to the survivability of this Declaration which is intended to run with the Property and the DECLARANTS' obligation to have, to the extent necessary, as determined by the City Manager, timely maintained, repaired or removed the Dock and/or seawall. The Dock Permit granted by CITY Resolution No. 23-049, may be revoked by the CITY Commission for good cause shown upon at least ninety (90) days advance notice to DECLARANT and an opportunity for the DECLARANT to be heard, or as otherwise provided in Resolution No. 23-049.

7. **Removal of Dock Upon Expiration of Dock Permit.** DECLARANT agrees that upon expiration of the Dock Permit as set forth above, the DECLARANT shall be obligated to remove the dock and appurtenances thereto no later than three (3) months after the termination, revocation or expiration of the Dock Permit, unless a Dock Permit is granted in a timely manner to DECLARANT'S contract purchaser/successor in interest to the Property as provided for herein and in CITY Code Sec. 8-144. DECLARANT agrees that the provisions of this Declaration shall be a continuing obligation that runs with the Property and survives expiration of the Dock Permit.

7.1. Either prior to or after expiration of the Dock Permit, an application for the Dock Permit at issue may be filed by a contract purchaser prior to obtaining fee simple title to the Property, provided, however, the granting of the Dock Permit will not be effective until such time as the conveyance of fee simple title to the Property has been recorded in the Public Records of Broward County, Florida.

8. **Discharge of Obligation to Remove Dock Upon Granting of Dock Permit to Successor Permit Holder.** DECLARANT agrees that in the event the Dock Permit is granted to a successor Permit Holder within a timely manner as proscribed in Paragraph 7 above, then the obligation to remove the Dock and all appurtenances thereto shall be discharged as to

DECLARANT and a release and discharge of the Declaration shall be executed by the City Manager and recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANT.

9. **Release and Discharge of Declaration.** DECLARANT agrees that in the event (i) the Dock and all or all appurtenances thereto are removed within the three (3) month period as set forth above or (ii) the Dock Permit is granted to the contract purchaser for the Property within a timely manner as set forth in Paragraph 7, above, then this Declaration shall be released and discharged by the CITY as to the DECLARANT'S interest in the Property and the covenants of this Declaration, and the City Manager is authorized to execute such release or discharge and it shall be recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANT.

10. **Indemnification.** For the period commencing with the effective date of Resolution No. 23-049 through expiration of the Dock Permit, pursuant to Paragraph 6 (ii) or (iii) above, whichever shall first occur. DECLARANT hereby agrees to protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of DECLARANT pursuant to CITY Code Section 8-144 and the Resolution granting the Dock Permit herein (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Dock and Dock Area, or the breach or default by DECLARANT of any covenant or provision of Resolution granting the DECLARANT the Dock Permit and the use of the Dock Area, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents or employees.

10.1. This indemnification pertains to the Claims arising from acts or omissions within the Dock Area or the Dock, as defined in the Resolution, and does not include Claims arising from acts or omissions within the Public Swale Area, as defined in Resolution No. 23-049. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Dock or Dock Area, is included in the indemnity.

10.2. DECLARANT further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at their sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and DECLARANT shall assume and defend not only itself but also the CITY in connection with any Claims and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations for acts or omissions giving rise to Claims on or before expiration of the Dock Permit pursuant to Paragraph 6 (ii) or (iii) shall survive and shall continue for a period of time coincident with the statute of limitations period applicable to the offending act, omission or default giving rise to the Claim at issue.

11. **Interpretation of Declaration; Severability.** This Declaration shall be construed in accordance with the laws of the State of Florida and Code of Ordinances of the City of Fort Lauderdale. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, by a court of competent jurisdiction, the remainder of this Declaration shall not be affected thereby. Rather, this Declaration is to be enforced to the extent permitted by law. The captions, headings and title of this Declaration are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Declaration is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Declaration, unless otherwise expressly provided. The terms and words used in this Declaration, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12. **Venue.** Any controversies or legal problems arising out of this Declaration and any action involving the enforcement or interpretation of any rights or obligations hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, DECLARANT expressly waive whatever other privilege to venue they may otherwise have.

13. **Declaration Runs with The Property.** DECLARANTS, for himself and his successors and assigns as to the Property agrees and grants that the covenants of this Declaration and the covenants permitting a Claim of Lien to be filed against the Property upon certain terms and conditions shall run with the Property, survives expiration of the Dock Permit under Paragraph 7 and through release and discharge of the Declaration as set forth in Paragraphs 8 and 9.

14. **Effective Date.** This Declaration shall not be effective until such time as (i) a certified copy of the Resolution granting the Dock Permit has been recorded in the Public Records of Broward County, Florida by the CITY, (ii) together with a copy of this Declaration, and (iii) a copy of the recorded Resolution and recorded Declaration is filed with the CITY's Office of Marine Facilities, all (i), (ii) and (iii) at DECLARANT'S expense.

/Volumes/FTL/CITY/Marine/Dock Permit 1029 Cordova/Dock Permit 1029 Cordova 2023/Declaration.v2.docx

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS has been duly signed and sealed by the DECLARANT on or as of the day and year first above written.

WITNESSES:

DECLARANT:

Danielle Garcia

Danielle Garcia

Print Name

CFox

Camila FOX

Print Name

ERIC J. WIBORG, II, a single man

Eric J. Wiborg, II

Eric J. Wiborg, II

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of February, 2023, by ERIC J. WIBORG, II.

Raquel Garcia
Signature of Notary Public, State of Florida

Raquel Garcia
Name of Notary Typed, Printed or Stamped



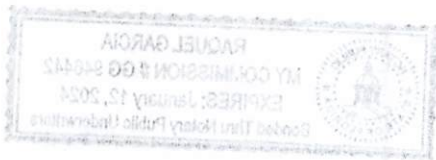
Personally Known OR Produced Identification
Type of Identification Produced _____

[Handwritten signature]

[Faint handwritten text]

[Handwritten text]

[Handwritten signature]
Rachel Garcia



AS TO CITY

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

WITNESSES:

[Signature]

Scott Wyman

[Witness type or print name]

[Signature]

Donna Varisco

[Witness type or print name]

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Greg Chavarria, City Manager

ATTEST:

[Signature]

David R. Soloman,
City Clerk



Approved as to form:

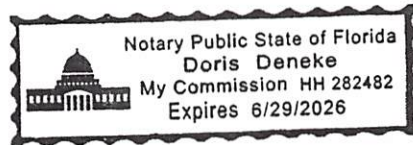
By: [Signature]
D'Wayne Spence, Interim City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 23 day of March, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

[Signature]
Notary Public, State of Florida

Doris Deneke
Name of Notary Typed, Printed or Stamped



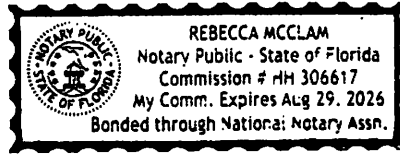
Personally Known OR Produced Identification
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this 16th day of March, 2023 by GREG CHAVARRIA, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

R. McClam
Notary Public, State of Florida

Rebecca McClam
Name of Notary Typed, Printed or Stamped



Personally Known OR Produced Identification
Type of Identification Produced _____

MAJLIS ADALAH
SABUT KEMERDEKAAN
1955
DIT. 21 JUN 1955
PADA WAKTU 10.00 PAGI

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DIT. 21 JUN 1955
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DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 3/10/23

DOCUMENT TITLE: Declaration of Covenants Running with the Land respecting a city issued back permit - 1029 Cochua Rd.

COMM. MTG. DATE: 3-8-23 CAM #: 23-0234 ITEM #: CR-7 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Erica + 6088 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3-13-23 Attorney's Name: Dwayne Spence Initials: _____

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 03/14/23

4) City Manager's Office: CMO LOG #: MAR-38 Document received from: CCO 3/14/23

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards _____ originals to: _____ (Name/Dept/Ext)

Attach _____ certified Reso # _____ YES NO Original Route form to CAO