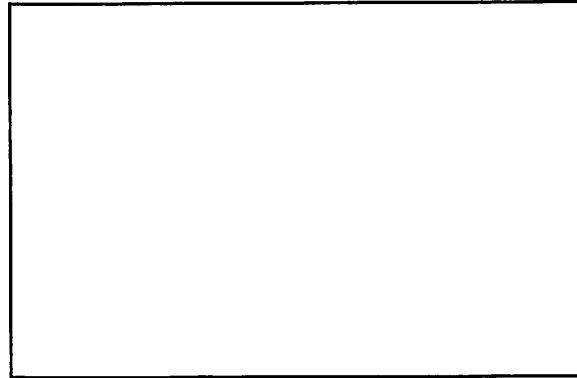


This instrument prepared by:
Robert B. Dunckel, Asst. City Attorney
City of Fort Lauderdale
1 E. Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301



(Space Reserved for Recording Information)

**DECLARATION OF COVENANTS RUNNING WITH THE LAND
RESPECTING A CITY ISSUED DOCK PERMIT
PURSUANT TO CITY CODE SECTION 8-144**

THIS is a Declaration of Covenants Running with the Land Respecting a City issued Dock Permit on City-owned Public Property (hereinafter, "Declaration") pursuant to City of Fort Lauderdale Code Section 8-144 is by and between and dated the 20th day of August, 2024:

NEAL MEHLMAN and SUSAN MEHLMAN, Husband and Wife, whose mailing address is 909 Cordova Road, Fort Lauderdale, FL 33316 (hereinafter, "DECLARANT")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 101 NE 3rd Avenue, Suite 2100, 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:

Lot 20, in Block 22, Re-subdivision in Block 22- Rio Vista Isles, according to the map or plat thereof as recorded in Plat Book 23, Page 30, Public Records of Broward County, Florida; said lands lying, situate and being in the City of Fort Lauderdale, Broward County, Florida.

Street Address: 909 Cordova Road
Fort Lauderdale, FL 33316

Property ID# 5042 11 19 0070

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

by virtue of that certain Warranty Deed dated June 4, 2024, recorded at Instrument #119640838, 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 Holder (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 July 9, 2024, 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 August 20, 2024, and a Dock Permit was granted by the CITY to DECLARANT pursuant to CITY Resolution No. 24-155.

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 Declaration of Covenants Running With The Land Respecting A City Issued Dock Permit Pursuant To City Code Section 8-144 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 improvements in the Dock Area, as defined in CITY Resolution No. 24-155, appurtenances thereto 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 improvements in the

Dock Area, 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. 24-155 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 improvements within the Dock Area, as defined in CITY Resolution No. 24-155, and appurtenances thereto, including seawall, and, to the extent necessary, timely removal of the improvements within the Dock Area 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 improvements within the Dock Area, appurtenances thereto 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," CITY Code Section 47-19.13, entitled "Resiliency Standards for Tidal Flood Protection," as well as other terms and conditions imposed by law or administrative regulations with jurisdiction over the subject matter or CITY Resolution No. 24-155 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 improvements within the Dock Area and appurtenances thereto, including seawall or (ii) timely perform the obligations, to the extent necessary, of removal of the improvements within the Dock Area 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 DECLARANT 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 itself and for the successors and assigns in interest as to the Property of DECLARANT, does 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 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. 24-155, the Dock Permit expires upon (i) abandonment of the use of the dock by DECLARANT 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 DECLARANT's obligation to have, to the extent necessary, as determined by the City Manager, timely maintained, repaired or removed the improvements within the Dock Area, appurtenances thereto, including seawall. The Dock Permit granted by CITY Resolution No. 24-155, may be revoked by the CITY Commission for good cause shown upon at least ninety (90) days advance notice to the DECLARANT and an opportunity for the DECLARANT to be heard, or as otherwise provided in Resolution No. 24-155.

7. **Removal of Dock Upon Expiration of Dock Permit.** Pursuant to the terms of CITY Code Section 8-144 (4) (b) and CITY Resolution No. 24-155, the Dock Permit expires upon (i) abandonment of the use of the dock by DECLARANT 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 DECLARANT's obligation to have, to the extent necessary, as determined by the City Manager, timely maintained, repaired or removed the improvements within or about the Dock Area, appurtenances thereto including seawall. The Dock Permit granted by CITY Resolution No. 24-155, may be revoked by the CITY Commission for

good cause shown upon at least ninety (90) days advance notice to the DECLARANT and an opportunity for the DECLARANT to be heard, or as otherwise provided in Resolution No. 24-72.

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 improvements within the Dock Area 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 improvements within or about the Dock Area and 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. 24-155 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 attorneys' 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 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, as defined in Resolution No. 24-155, and does not include Claims arising from acts or omissions within the Public Swale Area, as defined in Resolution No. 24-155. 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 improvements within or about the Dock Area and appurtenances thereto 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 waives whatever other privilege to venue DECLARANT may otherwise have.

13. **Declaration Runs with The Property.** DECLARANT, for DECLARANT and its successors and assigns as to the Property and Declaration herein 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.

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 DECLARANT, (ii) together with the fully executed original of this Declaration, and (iii) a copy of the recorded Resolution and recorded Declaration is filed with the CITY's Office of Marine Facilities and City Clerk, all (i), (ii) and (iii) at DECLARANT's expense.

[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:



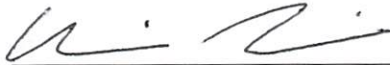
Print Name: Annika Markovich

Address: 714 E McNab Rd
Pompano Beach, FL, 33060



Print Name: Tyler Lopez

Address: 714 E McNab Rd
Pompano Beach, FL, 33060



Print Name: Annika Markovich

Address: 714 E McNab Rd
Pompano Beach, FL, 33060



Print Name: Tyler Lopez

Address: 714 E McNab Rd
Pompano Beach, FL, 33060

DECLARANT:

NEAL MEHLMAN

By: 
Neal Mehlman

SUSAN MEHLMAN

By: 
Susan Mehlman

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of August, 2024, by NEAL MEHLMAN, as an individual.

Jena Robbins
Signature of Notary Public, State of Florida



Jena Robbins
Comm.: HH 314293
Expires: Sep. 21, 2026
Notary Public - State of Florida

Jena Robbins
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced driver's license

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of August, 2024, by SUSAN MEHLMAN, as an individual.

Jena Robbins
Signature of Notary Public, State of Florida



Jena Robbins
Comm.: HH 314293
Expires: Sep. 21, 2026
Notary Public - State of Florida

Jena Robbins
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced driver's license

AS TO CITY

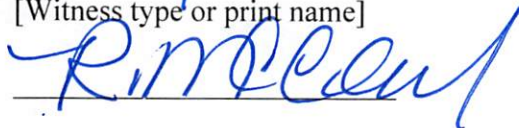
CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE STATE
OF FLORIDA

WITNESSES:



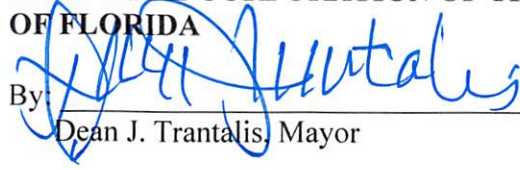
Scott Wyman

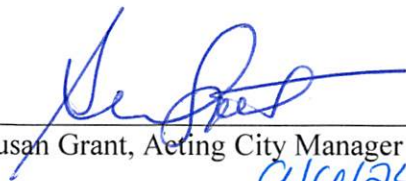
[Witness type or print name]



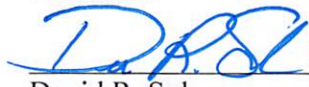
Rebecca McClain

[Witness type or print name]


By: _____
Dean J. Trantalis, Mayor

By: 
Susan Grant, Acting City Manager
9/10/24

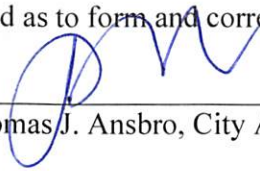
ATTEST:



David R. Soloman,
City Clerk



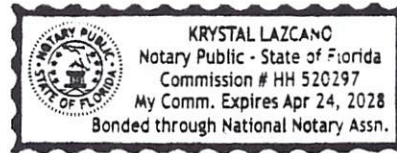
Approved as to form and correctness:

By: 
Thomas J. Ansbro, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 13 day of September, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Krystal Lazcano
Notary Public, State of Florida



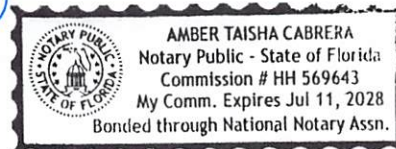
Krystal Lazcano
Name of Notary Typed, Printed or Stamped

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 6 day of September, 2024 by SUSAN GRANT, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Amber Taisha Cabrera
Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification
Type of Identification Produced _____



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0705

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: September 3, 2024

TITLE: Resolution Pursuant to Code Sec. 8-144 (a) Approving an Application for a Dock Permit for Usage of Public Property by Neal & Susan Mehlman Adjacent to 909 Cordova Road for a Proposed Marginal Dock and (b) Authorizing Execution of a Declaration of Restrictive Covenants – **(Commission District 4)**

Recommendation

Staff recommends that the City Commission adopt a Resolution pursuant to Code Sec. 8-144 (a) granting a dock permit for use by private persons of public property adjacent to 909 Cordova Road, Fort Lauderdale, FL for an existing marginal dock and access steps and (b) authorizing execution of a Declaration of Restrictive Covenants relative to the dock permit.

Background

The applicant is seeking adoption of a Resolution granting a dock permit for use by private persons of public property in accordance with Section 8-144 of the Code of Ordinances for the use, repair and maintenance of an existing marginal dock and access steps adjacent to 909 Cordova Road. Per Resolution 19-205, an application fee of \$1,500 is associated with obtaining a dock permit.

Pursuant to Code Sec. 8-144 (1) (a) the applicant is required to execute a Declaration of Restrictive Covenants relative to the Dock Permit. The Resolution authorizes the proper City officials to countersign the Declaration.

The Marine Advisory Board recommended unanimous approval (8:0) of the application.

Resource Impact

Revenue related to the application fee is included in the FY2024 Operating Budget in the account listed below.

Funds available as of August 12, 2024

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6060-575-347- 200-PKR189	Marine Facilities Administration	Service Charge – Parks and Recreation / Private Dock Fees	\$15,000	\$6,000	\$1,500
TOTAL AMOUNT ►					\$1,500

Strategic Connections

This item is a 2024 Commission Priority, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Here.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments

Exhibit 1 – Application

Exhibit 2 – Code Sec. 8 – 144

Exhibit 3 – July 9, 2024, Draft Marine Advisory Board Minutes

Exhibit 4 – Declaration of Restrictive Covenants

Exhibit 5 – Approval Resolution

Exhibit 6 – Denial Resolution

Prepared by: Carolyn Bean, Asst. to the Director, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

CM-10 24-0800 Motion Approving a Promotion Agreement Between Top Trumps USA Inc. and the City of Fort Lauderdale for MONOPOLY:FORT LAUDERDALE Edition - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CM-11 24-0810 Motion Accepting Donation of Equipment from the Broward Sheriff's Advisory Council - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT RESOLUTION

CR-1 24-0325 Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2024 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CR-2 24-0552 Resolution Approving and Ratifying a Memorandum of Understanding with the Fraternal Order of Police, Lodge 31 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CR-3 24-0705 Resolution Pursuant to Code Sec. 8-144 (a) Approving an Application for a Dock Permit for Usage of Public Property by Neal & Susan Mehlman Adjacent to 909 Cordova Road for a Proposed Marginal Dock and (b) Authorizing Execution of a Declaration of Restrictive Covenants - (Commission District 4)

ADOPTED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

RESOLUTION NO. 24-

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 APPLICANTS, NEAL MEHLMAN AND SUSAN MEHLMAN HUSBAND AND WIFE, OF AN EXISTING 39.7' +/- LONG X 7.4' +/- WIDE MARGINAL DOCK AND ACCESS STEPS, SAID MARGINAL DOCK EXTENDING A MAXIMUM DISTANCE OF 7.4'+/- FROM THE SEAWALL CAP ON PUBLIC PROPERTY ABUTTING THE WATERWAY ADJACENT TO 909 CORDOVA ROAD, AUTHORIZING THE PROPER PUBLIC OFFICIALS TO COUNTERSIGN THE DECLARATION OF COVENANTS RUNNING WITH THE LAND RESPECTING A CITY ISSUED DOCK PERMIT; AUTHORIZING RECORDATION OF THIS RESOLUTION AND THE DECLARATION OF COVENANTS BY THE APPLICANTS; SUBJECT TO CERTAIN TERMS AND CONDITIONS; REPEALING ANY AND ALL PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Neal Mehlman and Susan Mehlman, Husband and Wife, applied for a permit to install, use, maintain and repair an existing 39.7'+/- long x 7.4'+/- wide marginal dock and access steps, said marginal dock extending a maximum distance of 7.4'+/- from the seawall cap on public property abutting the waterway adjacent to 909 Cordova Road, in accordance with the provisions of Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, Florida, entitled Private Use of Public Property Abutting Waterways; and

WHEREAS, the City's Marine Advisory Board on July 9, 2024, 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 Neal Mehlman and Susan Mehlman, Husband and Wife (hereinafter referred to as "Permit Holder"), to install, use, maintain and repair an existing 39.7'+/- long x 7.4'+/- wide marginal dock and access steps, said marginal dock extending a

maximum distance of 7.4'+/- from the seawall cap on public property abutting the waterway adjacent to 909 Cordova Road, legally described as follows:

Lot 20, in Block 22, Resubdivision in Block 22-Rio Vista Isles, according to the map or plat thereof, as recorded in Plat Book 23, Page 30, Public Records of Broward County, Florida; said lands lying, situate and being in the City of Fort Lauderdale, Broward County, Florida.

Street Address: 909 Cordova Road
Fort Lauderdale, FL 33316

Property ID# 5042 11 19 0070

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

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 construct the Improvements within the Dock Area (as hereinafter defined) within one-hundred eighty (180) days from the effective date of this Resolution. Extensions of time may be granted by the City Manager upon good cause show and, thereafter, during the term of this Dock Permit, Permit Holder shall repair, replace or maintain said Improvements within the Dock Area.

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 or prolongation of the side yard setback lines for the Upland Property into the abutting waterway, (ii) bounded on the West by the Westernmost portion of the upland cap of the seawall abutting the adjacent waterway, and (iii) bounded on the East by Eastward extension or prolongation 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 edge of pavement adjacent to the Upland Property at 909 Cordova Road, (ii) bounded on the North and South by that area lying between the Eastward extension or prolongation of the Northernmost and Southernmost 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 this Resolution at the expense of the Permit Holder.

5. (a) During the term of the Dock Permit granted herein, the Permit Holder shall be required to construct the Improvements appurtenant to the Dock Area and the Landscaping within the Public Swale Area within one-hundred eighty (180) days from the effective date of this Resolution to meet the requirements of Sections 47-

19.3(f) and 47-19.13 of the City of Fort Lauderdale, Florida, Unified Land Development Regulations ("ULDR") and to thereafter, during the term of this Dock Permit, to maintain, repair, replace or reconstruct the Improvements appurtenant to the Dock Area and landscaping within the Public Swale Area.

(b) The Dock Permit granted herein to use the Improvements appurtenant to the Dock Area 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 Improvements within the Dock Area 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 all Improvements appurtenant to the Dock Area 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 a new 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 Improvements appurtenant to the Dock Area shall be discharged as to this Permit Holder 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 this Permit Holder.

(e) An application for a new 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 new Dock Permit to the 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 39.7'+/- long x 7.4'+/- wide marginal dock and access steps and all appurtenances thereto 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 "Public Swale Area" shall be landscaped in accordance with the Landscape Plan approved by the Development Services Department, a copy of which is attached hereto as **Exhibit "B"**.

(c) Prior to installation of Improvements and Landscaping hereunder, Permit Holder shall secure an Engineering / Landscape permit and approval for such Improvements and Landscaping within the "Public Swale Area."

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) and 47-19.13 of the ULDR, or (iii) fixed docks the height of which are even with the City's seawall, whichever (i), (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 and authorized by the City's Director of Public Works pursuant to the dock building permit review process, or (ii), or (ii) 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 building 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 Area constructed on public property.

10. As a special condition, vessels berthed at the within the Dock Area, 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 in compliance with City Code Sec. 8-149.
12. As a special condition of the Dock Permit granted herein, 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, Public Swale Area or Mooring Piles, then the Dock 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. No vessel shall be docked, moored or anchored in such a position that causes it to extend beyond the Eastward extension or prolongation of the Northernmost and Southernmost side yard setback lines required for the upland principal building, as extended into the waterway.
17. Parking in the "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.
18. Upon completion of the construction of the Dock Area and appurtenances thereto, Permit Holder shall provide to the City's Office of Marine Facilities an "As-Built" Survey, certified by a State of Florida licensed surveyor, of the Dock and

appurtenances thereto showing the extension of the side yard property lines and side yard setbacks for the principal upland building into the adjacent waterway and the dimensions of the Dock and appurtenances thereto.

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 that portion of Cordova Road adjacent to the Property and that any right, title, interest or claim of use to the 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 provide to the Permit Holder (a) a certified copy of this Resolution together with (b) the original fully executed Declaration for recording in the Public Records of Broward County, Florida, at Permit Holder’s expense in accordance with the provisions of Section 7 hereof.

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 fully executed 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 the City Clerk within ninety (90) days of the adoption of this Resolution and (iv) all costs of recordation have been borne by the Permit Holder. Failure to timely meet the conditions of (i), (ii) and (iii) above shall cause this Resolution to be of no further force and effect.

ADOPTED this _____ day of _____, 2024.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
THOMAS J. ANSBRO

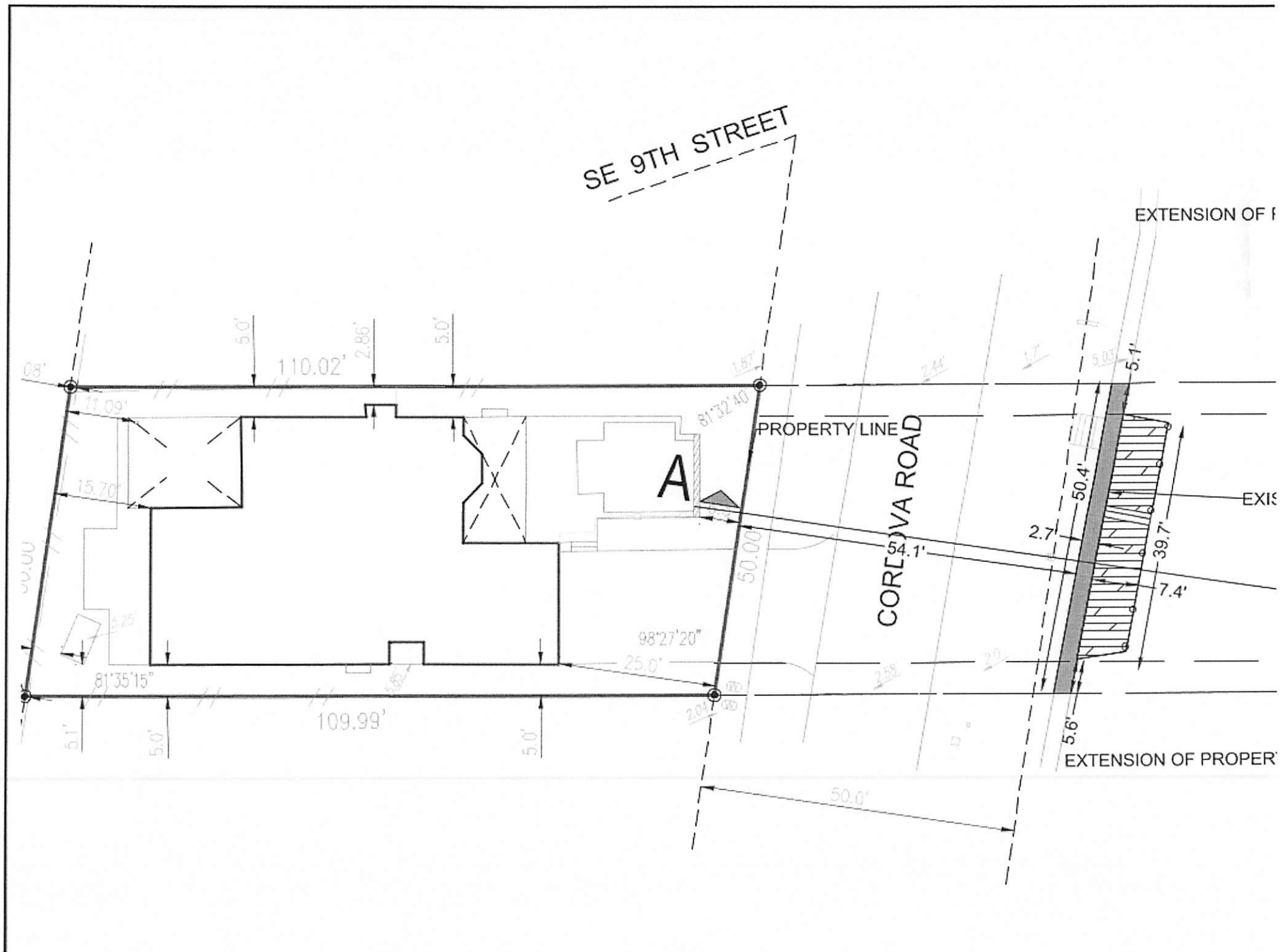
Dean J. Trantalis _____

John C. Herbst _____

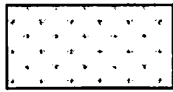
Steven Glassman _____

Pamela Beasley-Pittman _____

Warren Sturman _____



LEGEND



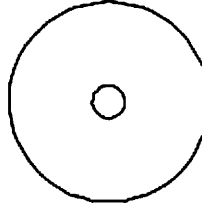
ST. AUGUSTINE SOD:
TIGHT SEAMS. FULL COVERAGE



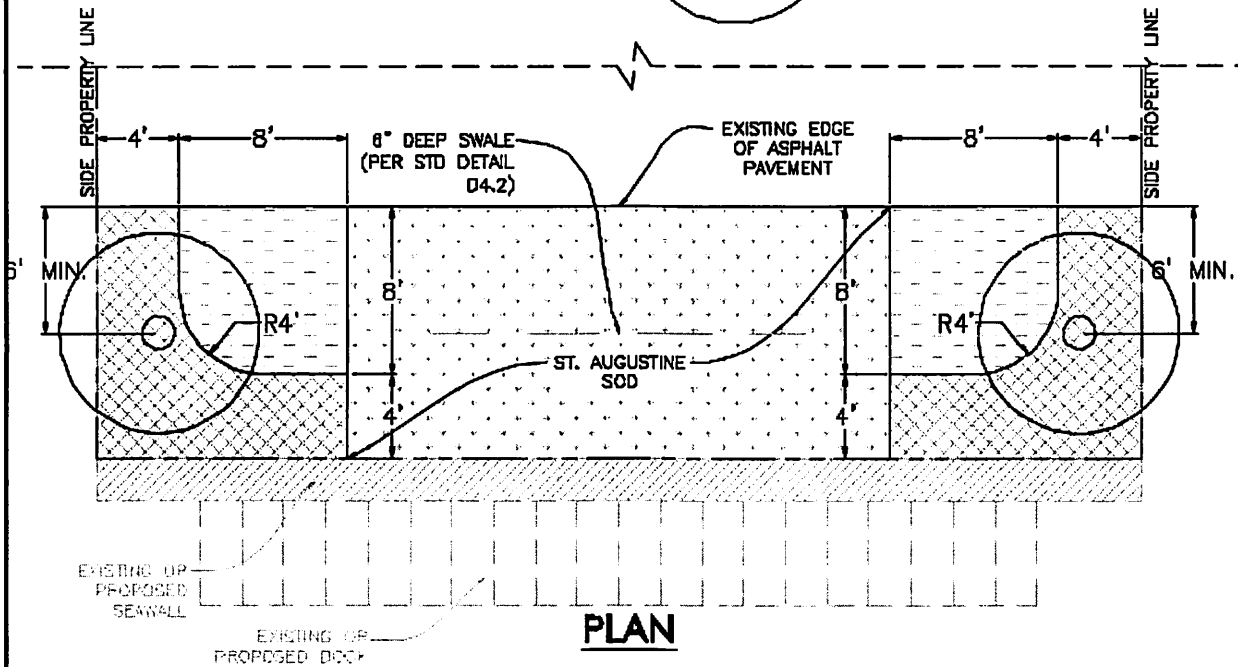
MUHLY GRASS:
18" - 24" TALL
18" - 24" ON CENTER



INDIAN HAWTHORN:
12" - 16" 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'



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

11

Today's Date: 9.5.24

DOCUMENT TITLE: Declaration of Restrictive Covenants- 909 Cordova Road

COMM. MTG. DATE: 9/3/24 CAM #: 24-0705 ITEM #: CR-3 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Erica K./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.

1) Dept: CAO Router Name/Ext: Erica K./6088 # of originals routed: Date to CAO:

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

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

Date to CCO: 9.5.24 Thomas J. Ansbro
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 09/05/24

4) City Manager's Office: CMO LOG #: SEP 12 Document received from: 9/16/24

Assigned to: SUSAN GRANT LAURA REECE
BEN ROGERS SUSAN GRANT as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: L. Reece (Initial/Date)

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:

6) City Clerk: Scan original and forwards originals to:

Attach certified Reso # YES NO

Original Route form to Erica K./6088