

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATATING OF	FICES (Charter/Department):	
Routing Start Date: 06/30/2025		☐ Agenda Item ☐ Non-Agenda
Charter Ofc: CAO	Router Name: Erica K.	Ext: 6088
		Ext:
		25-0541
Document Title:		
Declaration of Restric	ctive Covenant (915 SE 2nd	l Street)
Capital Investment / Community Imp	provement Project defined as having a life of a uildings, or fixtures) that add value and/or exter	Yes □No CIP FUNDED: ■ YES □ NO at least 10 years and a cost of at least \$50,000 and shall mean and useful life, including major repairs such as roof replacement, etc.
2) CITY ATTORNEY OF	FICE (CAO): Documents to be si	igned/routed? ■ Yes □ No
Is the attached Granicus d	ocument Final? ■Yes □No Nu	umber of originals attached: 1
Attorney's Name: D'Wayne	M. Spence Approved	l as to Form: ■Yes □No Initials:
		and then to CCO Date: 1-7-75
3) CITY CLERK OFFICE	(CCO): Clerk Initials:/	# of originals:
Routed to Dept/Charter O	fc.:	Date: 07/01/25
4) CITY MANAGER OFF	ICE (CMO): Received From:	Date: CMO LOG #:
TO ACM/AcACM: ☐ S. G	rant □ A. Fajardo □ B. Rogers,	□ C. Cooper □ L. Reece Date:
Comments/Questions		
ACM/AcACM Initials: CMO Log Out & Forward		Janager/Executive Director Rickelle Williams
5) MAYOR/CRA CHAIRM	MAN: Date Received:	Date to CCO:
Please sign as indicated and attestation and/or seal, if app	forward the originals to the City C	Clerk's Office for a final processing and review of
6) INSTRUCTIONS TO C Dept.: CAO *N		retain a scan record copy and forward originals to: Contact #6088
*Please scan the record copy to the	City Clerk once review and sign at the last	t level of government (Federal, State, County) is complete. □ Yes □ No Original form route to CAO



SA CM-10

25-0685

Motion Approving a Temporary Mural in Middle River Terrace Park -

(Commission District 2)

Attachments:

Commission Agenda Memo #25-0685

Exhibit 1 - Service Agreement

CONSENT RESOLUTIONS

25-0562

PGB CR-1

Resolution Approving the Consolidated Budget Amendment to Fiscal Year

2025 - Appropriation - (Commission Districts 1, 2, 3 and 4)

Attachments:

Commission Agenda Memo 25-0562

Exhibit 1 - Resolution

PSJ CR-2

25-0634

Resolution Approving a Four-year Term Renewal of Use and Occupancy Agreement with the Florida Department of Transportation (FDOT) for the Temporary Lease of an Open Space Area on the West Side of Riverside Park to Serve as a Dog Recreational Area and Authorize the Execution of an Annual Use Agreement Compliance Form During the Term of the

Agreement - (Commission District 4)

Attachments:

Commission Agenda Memo #25-0634

Exhibit 1 - Location Map

Exhibit 2 - Use and Occupancy Agreement

Exhibit 3 - Renewal of Use and Occupancy Agreement Exhibit 4 - Annual Use Agreement Compliance Form

Exhibit 5 - Resolution

RBD CR-3

25-0541

Resolution Approving an Application for a Dock Permit for Usage of Public Property by 915 Beverly, LLC adjacent to 915 SE 2nd Street for a Proposed Wood Marginal Dock and Authorizing Execution of a Declaration of Restrictive Covenants - (Commission District 4)

Attachments:

Commission Agenda Memo #25-0541

Exhibit 1 - Application

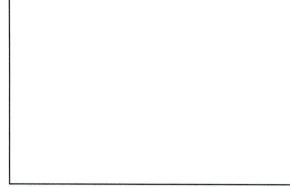
Exhibit 2 - Code Sec. 8 - 144

Exhibit 3 - May 1, 2025, Marine Advisory Board Minutes

Exhibit 4 - Approval Resolution Exhibit 5 - Denial Resolution

Exhibit 6 - Declaration of Restrictive Covenants

This instrument prepared by: Robert B. Dunckel, Asst. City Attorney City of Fort Lauderdale One East 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

THIS is the 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, entitled "Private Use of Public Property Abutting Waterways," dated this 30 day of June, 2025 is by and between:

915 Beverly, LLC, a Florida limited liability company whose mailing address is 730 NW 9th Street, Fort Lauderdale, Fl 33311 (hereinafter, "DECLARANT")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 101 NE 3rd Avenue, Suite 1430, 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 10, Block 16, RE-SUBDIVISION OF THE EAST ONE-HALF (E 1/2) OF BLOCK 16 AND THE WEST ONE-HALF (W ½) OF BLOCK 17 IN BEVERLY HEIGHTS, according to the map or plat thereof as recorded in Plat Book 3, Page 36, Public Records of Broward County, Florida; said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

Street Address:

915 SE 2nd Street

Fort Lauderdale, FL 33301

Property ID#

5042 11 08 0080

(Hereinafter, "Property")

by virtue of that certain Special Warranty Deed dated March 9, 2023, recorded at Instrument # 118724476, Official Records 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 Permitted 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 Permitted 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 Permitted 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 May 1, 2025, 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 June 17, 2025, and a Dock Permit was granted pursuant to CITY Resolution No. 25-108.
- 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 DECLARANTS 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. 25-108 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 Permitted Dock and appurtenances thereto, including seawall, and, to the extent necessary, timely removal of the Permitted Dock and appurtenances thereto, including seawall. Whether maintenance, repair or reconstruction or removal of the Permitted Dock and appurtenant seawall is necessary will be determined by the City Manager. The term "Permitted Dock" refers to the dock permitted under City Resolution No. 25-108.
- 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. 25-108 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 Permitted 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 DECLARANTS grant to and agree 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 DECLARANTS' 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 DECLARANTS agree that they 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 DECLARANTS, for themselves and their 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. 25-108 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 Permitted Dock and/or seawall. The Dock Permit granted by CITY Resolution No. 25-108 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. 25-108.
- 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 Permitted 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 the 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 Permitted 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 Permitted 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. 25-108 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 City Resolution Resolution No 25-108 granting the Dock Permit herein (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Permitted 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 Permitted 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. 25-108. 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 Permitted 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 waives whatever other privilege to venue they may otherwise have.
- 13. **Declaration Runs with The Property**. DECLARANTS, for themselves and their successors and assigns as to the Property agree and grant 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. Affidavit Regarding Coercion For Labor or Services. Pursuant to Fla. Stat. § 787.06 (13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Fla. Stat. § 787.06. Attached hereto as Exhibit "A" is the affidavit required under Fla. Stat. § 787.06 (13).
- 15. **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, together with (ii) 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.

[SIGNATURE PAGES TO FOLLOW]

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

WITNESSES	DECLARANT:
	915 Beverly, LLC, a Florida Limited Liability Company
Marco Melendez Print Name	By: EDC 1, LLC, a Florida Limited Liability Company as Manager for 909 Beverly LLC
	By: Edewaard Holdings, LLC, a Florida Limited Liability Company, as Manager for EDC, LLC
Print Name	By: Cabot Edewaard, Manager for Edewaard Holdings, LLC
Time Name	By: Cabot Edewaard, Manager
STATE OF: FLORIDA COUNTY OF: BROWARD	
online notarization this	before me by means of physical presence or
Signature of Notary Public, State of Florida Name of Notary Typed, Printed or Stamped	Karl Gustafson Commission # HH 321874 Commission Expires 10-13-2026 Bonded Through - Cynanotary Florida - Notary Public
Personally Known OR Pr Type of Identification Produced	roduced Identification wage 8 of 10

AS TO CITY

	CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
WITNESSES: Witness type or print name] WITNESSES: Witness type or print name]	By: Letter By: Dean J. Trantalis, Mayor
[Witness type or print name]	
Andrew Diaz [Witness type or print name] Daphnee Sainvil [Witness type or print name]	By: Rickelle Williams, City Manager
ATTEST: David R. Soloman, City Clerk	Approved as to form and correctness:
	By: D'Wayne M. 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 1 St day of 2025 by DEAN L TRANTALIS Mayor of
online, this 15t day of
Lauderdale.
Muyth hyan Notary Public, State of Florida KRYSTAL LAZCANC Notary Public - State of Florida Commission # HH 520297 My Comm. Expires Apr 24, 2028 Bonded through National Notary Assn.
Name of Notary Typed, Printed or Stamped
Name of Notary Typed, Frinted of 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, day of, 2025 by RICKELLE WILLIAMS, 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 Commission # HH 569643 My Comm. Expires Jul 11, 2028
Bonded through National Notary Assn.
Name of Notary Typed, Printed or Stamped
Personally Known OR Produced Identification Type of Identification Produced
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EXHIBIT "A"

AFFIDAVIT PURSUANT TO FLA. STAT. SEC. 787.06

STATE OF FLORIDA) BROWARD COUNTY)

The undersigned, Affiant herein, as the authorized representative of **915 Beverly, LLC**, a **Florida limited liability company**, (a "Nongovernmental Entity") which is the Declarant pursuant to the underlying Declaration of Covenants Running With The Land Respecting a City Issued Dock Permit, under penalty of perjury, hereby deposes and says:

- 1. My name is CABOT EDEWAARD.
- 2. Affiant is the Manager of Edewaard Holdings, LLC, a Florida limited liability company which is the Manager for EDC 1, LLC, a Florida limited liability company, which is the Manager for 915 Beverly, LLC, a Florida limited liability company ("Nongovernmental Entity"), which is the Declarant in the underlying Declaration of Covenants Running With The Land Respecting A City Issued Dock Permi.
- 3. Affiant attests that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

Under penalties of perjury, Affiant declares that he has read the foregoing Affidavit and that the facts stated are true.

Name of Authorized Representative: Cabot Edewaard Title Manager

Signature of Officer:

Office Address: 730 N.W. 9th Street, Fort Lauderdale, FL 33311

Address of Dock Permit: 915 S.E. 2nd Street, Fort Lauderdale, FL 33301

Email Address: karl@edewaarddevelopment.com

Main Phone Number: 954-683-8920

FEIN No. 88-2856520

FURTHER AFFIANT SAYETH NAUGHT.

Cabot Edewaard, authorized representative for 915 Beverly, LLC, a Florida limited liability company

STATE OF FLORIDA COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed notarization, this day of June, 2025	d before me by means of A physical presence or \square online by
Commission # HH 321874 Commission Expires 10-13-2026 Bonded Through - Cynanotary	Signature of Notary Public - State of Florida
Florida - Notary Public	Print, Type, or Stamp Commissioned Name of Notary Public
	(SEAL)
	Personally Known A OR Produced Identification Type of Identification Produced