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 ___ day of February, 2026, is by and between:

Garrin Rose and Ana Paula Rose, husband and wife whose mailing address is 701 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 43 and the South 25 feet of Lot 42, as measured at right angles to the South line of said Lot 42, Block 30, Unit 3 of RIO VISTA ISLES, according to the plat thereof, as recorded in Plat Book 7, Page(s) 47, of the Public Records of Broward County, Florida.

Street Address: 701 Cordova Road
Fort Lauderdale, FL 33316

Property ID# 5042 11 18 3610

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

by virtue of that certain General Warranty Deed dated February 19, 2025, recorded at Instrument # 120075849, 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 issued for construction of docks, boat lifts, etc. (hereinafter, "Dock," "Permitted Dock" or "Dock Permit") 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 Permitted Dock and seawall and possible removal of the Permitted Dock, if needed, in the event of failure to do so on the part of the Permit Holder / DECLARANTS.

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 January 7, 2026, 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 3, 2026, and a Dock Permit was granted pursuant to CITY Resolution No. 26-___.

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. 26-___ 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. 26-___.

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 Permitted 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. 26-___ 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 Permitted 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 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 DECLARANT, for itself and its 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. 26-___ the Dock Permit expires upon (i) abandonment of the use of the Dock Permit 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 Dock and/or seawall. The Dock Permit granted by CITY pursuant to Resolution No. 26-___ 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. 26-___.

7. **Removal of Dock Upon Expiration of Dock Permit.** DECLARANT agrees that upon expiration of the Permitted Dock as set forth above, the DECLARANT shall be obligated to remove the Dock Permit 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 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. 26-___ 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 No. 26-___ 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. 26-___. 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 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, (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.

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:

THIAGO CALDAS
Print Name
Adress: 8606 JARED WAY
BOCA RATON, FL 33433

Marina Elliot
Print Name
Adress: 12196 Quilting Ln
Boca Raton, FL 33428

DECLARANT:

Garrin Rose

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17 day of February, 2026, by Garrin Rose.

Signature of Notary Public, State of Florida

Maria D. Galiano
Name of Notary Typed, Printed or Stamped

Notary Public State of Florida
Maria D Galiano
My Commission HH 324865
Expires 10/23/2026

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced License

WITNESSES:

THIAGO CALDAS
Print Name
Adress: 8606 SARED WAY, Boca RATON 33433

Marina Elliot
Print Name
Adress: 12196 Quilting Ln Boca Raton, FL 33428

DECLARANT:

Ana Paula Rose

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17 day of February, 2026, by Ana Paula Rose.

Signature of Notary Public, State of Florida

Maria D. Galiano
Name of Notary Typed, Printed or Stamped

Notary Public State of Florida
Maria D Galiano
My Commission HH 324865
Expires 10/23/2026

Personally Known ____ OR Produced Identification ☑
Type of Identification Produced License

AS TO CITY

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

WITNESSES:

_____

_____
[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

_____

_____
[Witness type or print name]

_____

_____
[Witness type or print name]

By: _____
Rickelle Williams, City Manager

_____

_____
[Witness type or print name]

ATTEST:

By: _____
David R. Soloman,
City Clerk

Approved as to form and correctness:

By: _____
Shari L. McCartney, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online, this ____ day of _____, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

_____
Notary Public, State of Florida

_____
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 ____ day of _____, 2026 by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

_____
Notary Public, State of Florida

_____
Name of Notary Typed, Printed or Stamped

Personally Known_____ OR Produced Identification_____
Type of Identification Produced _____