

ITEM VI

MEMORANDUM MF NO. 19-14

DATE: July 17, 2019

TO: Marine Advisory Board Members

FROM: Andrew Cuba, Manager of Marine Facilities

RE: August 1, 2019 MAB Meeting - Dock Waiver of Distance Limitations – Robert McComsey and Lory Reyes / 1180 N. Federal Highway Unit 1608 Slip #10

Attached for your review is an application from Robert McComsey and Lory Reyes / 1180 N. Federal Highway Unit 1608 Slip #10

APPLICATION AND BACKGROUND INFORMATION

The applicant is requesting approval for installation of a 4-post boat lift extending a maximum of +/-30' into the Middle River. The distances this structure will extend from the property line into waterway is shown in the survey and summarized in Table 1 below:

TABLE 1

PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	AMOUNT OF DISTANCE REQUIRING WAIVER
Boat Lift	+/-30'	25'	+/-5'

The City's Unified Land and Development Regulations (UDLR) Secs. 47-19.3.C limits the maximum distance of mooring structures to 25' or 25% of the width of the waterway, whichever is less. Section 47-19.3. E authorizes the City Commission to waive that limitation based on a finding of extraordinary circumstances. The applicant indicates that the proposed boat lift is necessary to protect the vessel as it is located adjacent to a water skiing area.

PROPERTY LOCATION AND ZONING

The property is located is the Riva Condominium within the B-1 Boulevard Business District. It is situated on the western shore of the Middle River where the width between the applicant's property line to the closest adjacent structure is +/-315 feet, according to the Summary Description provided in **Exhibit 1**.

RECOMMENDATIONS

Should the Marine Advisory approve the application, the resolution under consideration by the City Commission should include at least the following as prescribed in the ULDR and City Code of Ordinances:

1. The applicant is required to comply with all applicable building and zoning regulations as well as any other Federal and State laws and permitting requirements including the Broward County Environmental Protection and Growth Management Department, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.
2. The applicant is required to install and affix reflector tape to the proposed boat lift piles in accord with Section 47.19.3.E of the Unified Land and Development Regulations (ULDR).
3. As a general condition of approval and in order to review for final consistency with construction of facilities in accord with this application and City building permits the applicant is required to provide the City's Supervisor of Marine Facilities with copies of "As Built" drawings from a certified and licensed contractor.

AC
Attachment

cc:
Enrique Sanchez, Deputy Director of Parks and Recreation
Jon Luscomb, Supervisor of Marine Facilities

EXHIBIT I
APPLICATION FOR WATERWAY WAIVER

**CITY OF FORT LAUDERDALE
MARINE FACILITIES
APPLICATION FOR WATERWAY PERMITS, WAIVERS AND LICENSES**

Any agreement with the City of Fort Lauderdale and other parties, such as, but not limited to, licenses, permits and approvals involving municipal docking facilities or private uses in the waterways as regulated by Section 8 of the City Code of Ordinances or Section 47-19.3 of the City's Urban Land Development Regulations, shall be preceded by the execution and filing of the following application form available at the Office of the Supervisor of Marine Facilities. The completed application must be presented with the applicable processing fee paid before the agreement is prepared or the application processed for formal consideration (see City of Fort Lauderdale Code Section 2-157). If legal publication is necessary, the applicant agrees to pay the cost of such publication in addition to the application fee.

**APPLICATION FORM
(Must be in Typewritten Form Only)**

1. LEGAL NAME OF APPLICANT - (If corporation, name and titles of officers as well as exact name of corporation. If individuals doing business under a fictitious name, correct names of individuals, not fictitious names, must be used. If individuals owning the property as a private residence, the name of each individual as listed on the recorded warranty deed):

NAME: Robert McComsey and Lory Reyes

TELEPHONE NO: 917-498-0071
(Home)

2. APPLICANT'S ADDRESS (if different than the site address): N/A

3. TYPE OF AGREEMENT AND DESCRIPTION OF REQUEST: The applicant requests a wavier for the proposed construction of a four (4) post boat lift that extends beyond 25ft from the property line in slip #10.

4. SITE ADDRESS: 1180 N. FEDERAL HWY #1608, FORT LAUDERDALE FLORIDA, 33304

ZONING: B-1

LEGAL DESCRIPTION: RIVA CONDOMINIUM UNIT 1608 PER AMCDO CIN #113566952

5. EXHIBITS (In addition to proof of ownership, list all exhibits provided in support of the applications). Warranty Deed, Project Plans, Site Location, Summary Description, Letter of Recommendation by HOA, Assignment of use rights to boat slip, Site Photographs, Sovereignty Submerged Land Lease


Applicant's Signature

7/16/19
Date

The sum of \$ 300.00 was paid by the above-named applicant on the _____ of _____, 2019 Received by: _____

City of Fort Lauderdale

=====For Official City Use Only=====

Formal Action taken on _____

Formal Action taken on _____

Recommendation _____

Action _____

EXHIBIT II
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**EXHIBIT III
WARRANTY DEED**

(This instrument should be placed in envelope)
Health Land Title, LLC
121 Queensland Blvd, Suite 900
West Palm Beach, FL 33401

This instrument prepared by:
Tom Jones
Health Land Title, LLC
121 Queensland Blvd, Suite 900
West Palm Beach, FL 33401

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Property Appraiser's Parcel Identification Number 4942 36 AL 1000

SPECIAL CONDOMINIUM WARRANTY DEED

THIS INDENTURE, made this 4 day of December, 2018, between PREMIER RIVA, LLC, a Delaware limited liability company, whose address is 2601 E. Oakland Park Boulevard, Suite 200, Fort Lauderdale, Florida, 33306, hereinafter referred to as "Grantor," and Robert McComsey and Lory Reyes, whose address is 1180 N Federal Hwy #1108, Ft Lauderdale, FL 33304 hereinafter referred to as "Grantee."

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to wit:

Condominium Unit 1608, RIVA, A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 50792, Page 797, as Amended and Restated Declaration of Condominium recorded in Official Records Instrument Number 113566952, as amended from time to time, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements.

Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforescribed Declaration, including, but not limited to,

the obligation to make payment of Assessments for the maintenance and operation of the
Condominium.

This conveyance is made subject to the following:

1. Real estate taxes for the year of closing and subsequent years and any special taxes or assessments entered against said property after the date of closing;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the Declaration and all exhibits and any amendments thereto;
4. All of the covenants, agreements, conditions, restrictions and easements of record, if any, which may now affect the afore-described property, but without reimposing any of same;
5. Perpetual easement for encroachments now existing or hereafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding;
6. Such facts as an accurate survey would show.

AND FURTHER SUBJECT TO THOSE EXCEPTIONS
AS LISTED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BUT WITHOUT REIMPOSING ANY OF SAME

The Grantor does hereby warrant the title to said property by, through and under the said Grantor and will defend the same against lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

PREMIER RIVA, LLC, a Delaware limited liability company formerly Premier Riva, LLC, a Florida limited liability company

By: PREMIER DEVELOPERS V, LLC
a Florida limited liability company
Its: Manager

By: [Signature]
Bradley Deckelbaum, as manager

Signed, sealed and delivered
In the presence of:

[Signature]
Signature

Susu Iser
Printed Name of Witness

[Signature]
Signature

Lili Rivera
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

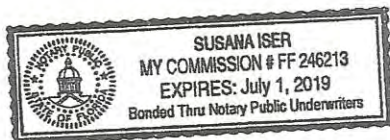
The foregoing instrument was acknowledged before me this 4 day of December, 2018, by Bradley Deckelbaum, manager of PREMIER DEVELOPERS V, LLC, a Florida limited liability company, as manager of PREMIER RIVA, LLC, a Delaware limited liability company formerly Premier Riva, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My Commission expires:

[Signature]
Notary Public

Susu Iser
Printed Name of Notary Public

Commission Number



**EXHIBIT IV
PROJECT PLANS**

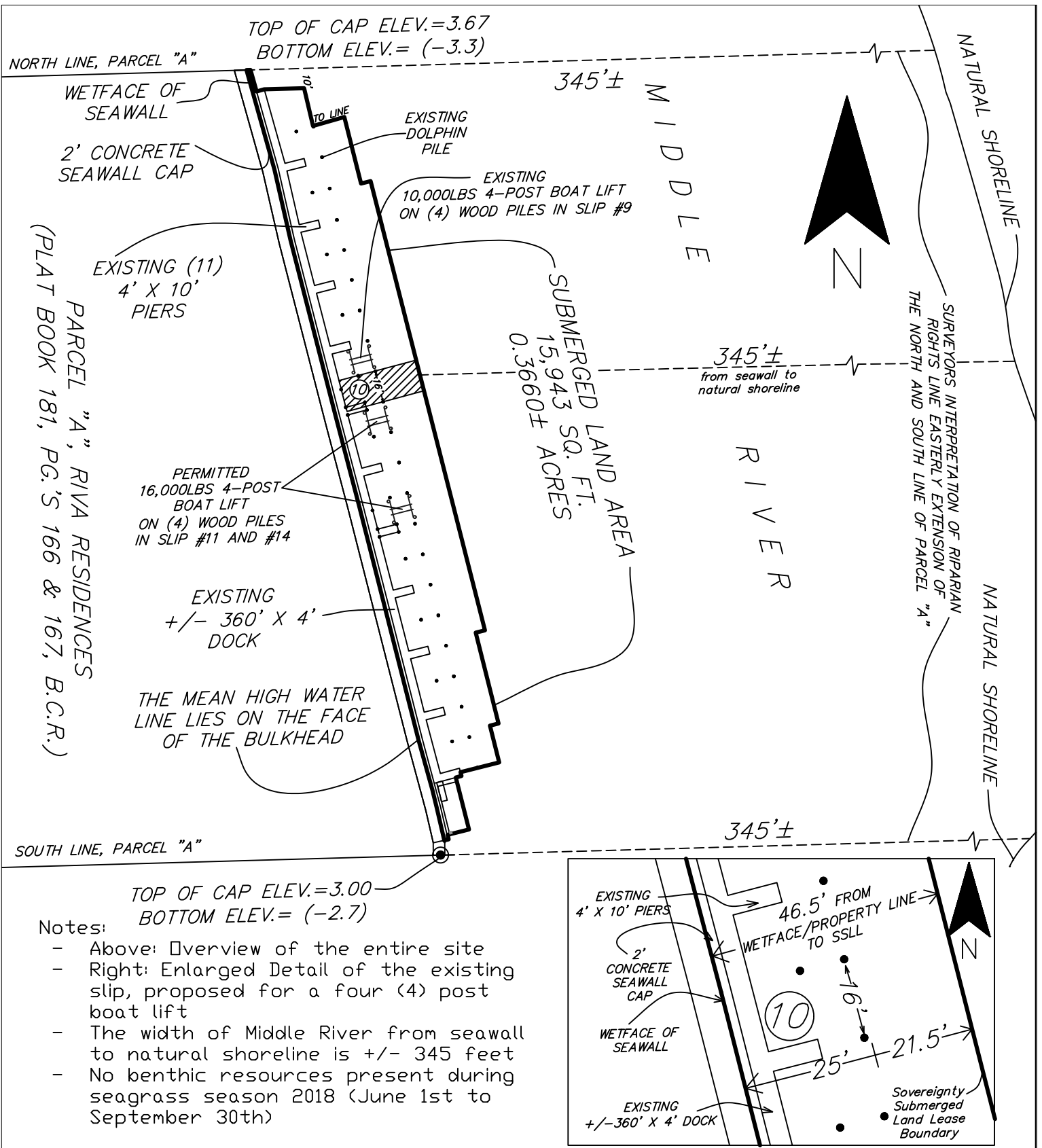


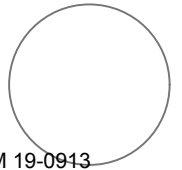
Figure 1
Existing Site Conditions Slip #10

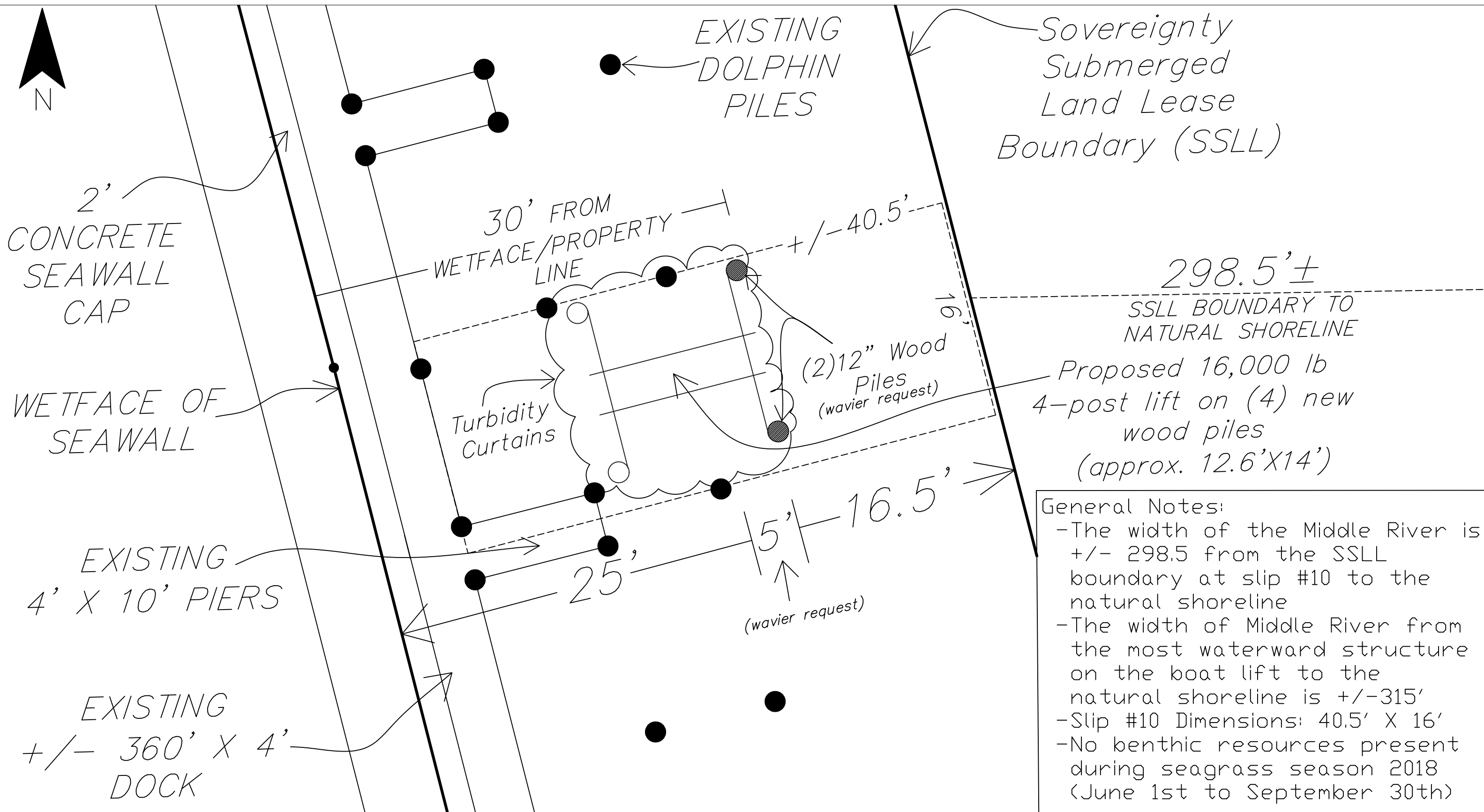
1180 North Federal Hwy #1608
Ft. Lauderdale Florida, 33304



EnviroCare International
Solutions, Inc.
832 NE 26th Street
Wilton Manors Florida, 33305
Phone: (954) 730-7707
Fax: (954) 730-7717

JE Biagi and Associates
Engineering, LLC
555 W Prospect Road
Oakland Park, FL 33309
T: 954.776.8004 | F: 954.776.8015
info@biagiengineering.com





General Notes:

- The width of the Middle River is +/- 298.5 from the SSLL boundary at slip #10 to the natural shoreline
- The width of Middle River from the most waterward structure on the boat lift to the natural shoreline is +/- 315'
- Slip #10 Dimensions: 40.5' X 16'
- No benthic resources present during seagrass season 2018 (June 1st to September 30th)



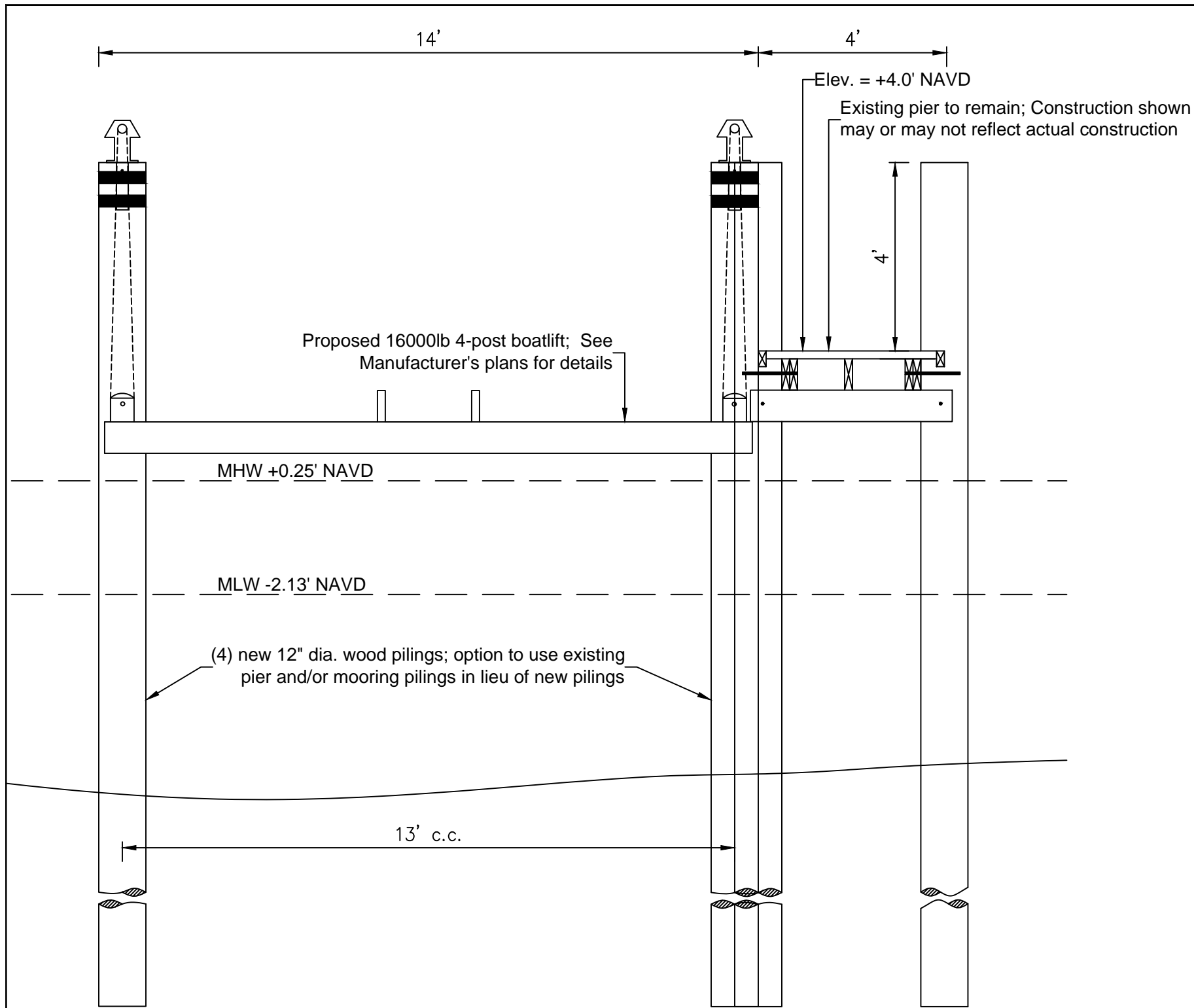
EnviroCare International Solutions, Inc.
832 NE 26th Street
Wilton Manors Florida, 33305
Phone: (954) 730-7707
Fax: (954) 730-7717

Figure 2
Proposed Site Plan Slip #10

1180 North Federal Hwy #1608
Ft. Lauderdale Florida, 33304

Biagi and Associates Engineering, LLC
555 W Prospect Road
Oakland Park, FL 33309
T: 954.776.8004 | F: 954.776.8015
info@biagiengineering.com

04M 19-0913
Diane G. Marotta, P.E.
Exhibit 1
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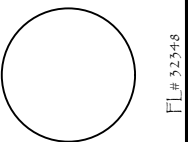


BOATLIFT DETAIL

SCALE: 3/8" = 1'-0"

General Notes:

1. New lift pilings to be 12" dia. CCA treated wood pilings.
2. All pilings shall be driven to develop a minimum allowable bearing capacity of 10 tons and shall penetrate a minimum of 8' into yielding material or 2' into rock.
3. All hardware to be galvanized or stainless steel.
4. Turbidity barriers are to surround all in water construction areas during piling installation activities.
5. Elevations shown are based on the North American Vertical Datum of 1988.
6. Design in accordance with 2017 6th Edition of the Florida Building Code.
7. Construction methods, procedures, and sequences are the responsibility of the Contractor. The Contractor shall take the necessary means to maintain and protect the structural integrity and serviceability of the construction at all times.
8. Any discrepancies found for any circumstance between the structural plans and the existing conditions found on site and/or any conditions that were omitted on the plans will be the responsibility of the Contractor to immediately bring to the attention of the Engineer of Record.
9. Existing conditions are unknown, therefore, worst case conditions have been approximated. all existing conditions are assumed and must be confirmed by the gc after permitting.
10. Engineer's Limitations of Responsibility: The Engineer shall not be responsible for the quality or composition of materials, fabrications, construction inspection, supervision, or review, special inspection, or the quality and correctness of construction unless the appropriate submissions, reports, approvals, inspections, site visit, construction review, or special inspections are performed by the Engineer or his representative as required herein, and then only such responsibility as is associated with the specific work performed as is commonly assigned a structural engineer in relation to other engineering and construction disciplines associated with the project.
11. The Engineer shall not be responsible for site and construction safety and/or the safety of construction workers. Site and construction safety is the responsibility of the Contractor. The Contractor shall be responsible for the safety of his employees and the safety of the employee of all subcontractors to the project.
12. Engineer's Statement of Compliance: To the best of the Engineer's knowledge, the structural plans and specifications presented herein comply with the applicable minimum building codes, standards, and practices.



Biagi and Associates
Engineering, LLC
555 W Prospect Road
Oakland Park, FL 33309
T: 954.776.8004 | F: 954.776.4015
info@biagiengineering.com

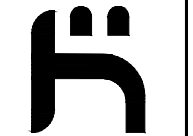


Figure 3
Cross Section of
Proposed Boat Lift

PREPARED FOR:
BOATLIFTS & DOCKS
OF SOUTH FLORIDA
989 NW 31ST AVENUE
POMFANO BEACH, FL 33069
954-971-0811 SCC131151479

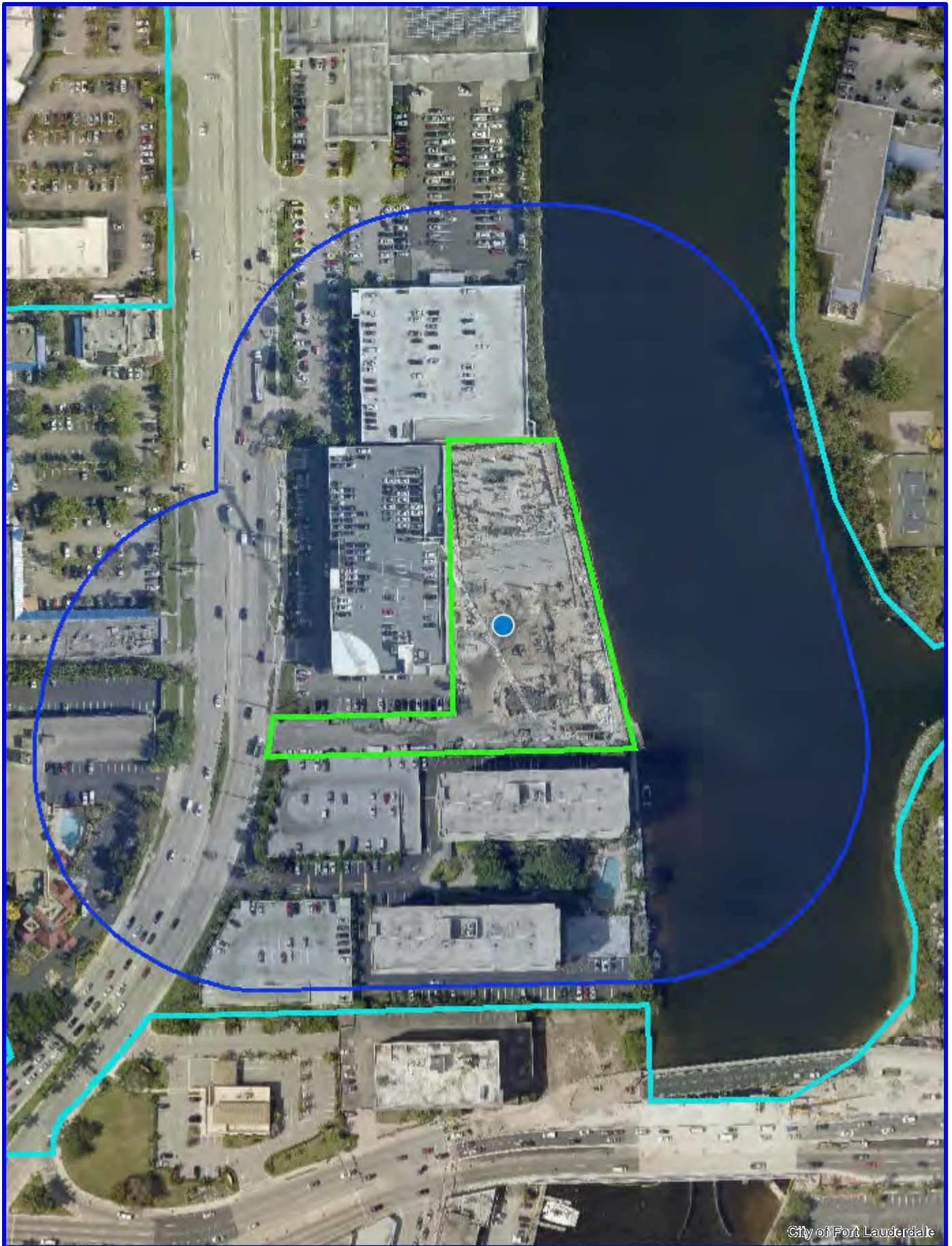
4-POST BOAT LIFT FOR:
MCCOMSEY (SLIP #10)
@ RIVA CONDO
1180 N FEDERAL HWY
#1608
FT LAUDERDALE, FL

DATE	NOTES/REVISIONS

CAM 19-091B

Exhibit 1
Page 15 of 35

**EXHIBIT V
SITE AERIAL**



City of Fort Lauderdale



CITY OF FORT LAUDERDALE

1180 N Federal Hwy



0 90 180 Feet

GIS
Fort Lauderdale

CAM 10 0913
Printed on: 2/22/2019
Exhibit 1

**EXHIBIT VI
SUMMARY DESCRIPTION**

Summary Description

1180 N. Federal Hwy.

#1608

The project site is located along Middle River at 1180 N. Federal Hwy, in Section 36, Township 49, Range 42E, in the City of Fort Lauderdale, Broward County, Florida

The property is located along Middle River, which is a tidal waterbody. The nearest direct connection to the Atlantic Ocean is about 3.1 miles to the south at the Port Everglades Inlet. As the project site is located along middle river, the incoming tidal waters (flood) at the site move to the north and the outgoing waters (ebb) move to the south.

The project site consists of an existing \pm 1,880 sq. ft. marginal dock. The proposed project includes the installation of a 16,000lbs 4-post boat lift in slip #10 at the RIVA Condominium on the Middle River. As measured from the property line, (2) of the wooden piles that the proposed 16,000lbs 4-post boat lift will rest on encroaches more than 25' from the property line (encroaches 30') into the Middle River. However, the boat lift is setback 16.5 feet from the Sovereignty Submerged Land Lease Boundary. This distance is over the allowable 25' distance into the waterway from the property line, require a variance waiver for the proposed boat lift. The boat lift's (4) wooden piles will serve as guide poles and reflective tape will be placed on these piles to ensure safety and compliance with city code: 8-91(d).

The proposed boat lift is being applied for concurrently with the Broward County Environmental Protection & Growth Management Department, Florida Department of Environmental Protection, and the US Army Corps of Engineers (Through FDEP SPGP Green).

The following three (3) matters provide justification for this waiver request:

1. All structures and piles will not exceed 30% of the width of the waterway.
2. Due to the extraordinary width of the waterway at this location to the closest structure (\pm 315), the proposed project will not impede navigation within Middle River.
3. The 16,000lbs 4-post boat lift protects the vessel in and adjacent to a water-skiing area.

If this waiver is approved, the applicant will comply with all necessary construction requirements stated in Section 47-19.3 (C)(D)(E).

PROPOSED STRUCTURE	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING A WAIVER
16,000lbs 4-post boat lift: (2) eastern piles beyond 25' require wavier	±30.0'	25.0'	±5.0'

**EXHIBIT VII
HOA LETTER OF
RECOMMENDATION**

PREMIER RIVA

July 16, 2019

To Whom It May Concern:

Robert McComsey and Lory Reyes purchased Boat Slip #10 at Riva Condominiums. They have the approval of the board to install a boat lift in it.

If you have any questions, please do not hesitate to call me at 954-288-5019.

Sincerely,

RIVA FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC.



Anita Ortiz

Secretary/Treasurer

Please note that our new address is 1180 N Federal Highway, Fort Lauderdale, FL 33304

**EXHIBIT VIII
ASSIGNMENT OF
USE RIGHTS TO
BOAT SLIP**

**ASSIGNMENT OF USE RIGHTS TO
BOAT SLIP**

THIS ASSIGNMENT OF USE RIGHTS TO BOAT SLIP ("Assignment") is made this 28 day of December, 2018, by PREMIER RIVA, LLC, a Delaware limited liability company (hereinafter "Assignor"), whose address is 2601 E. Oakland Park Boulevard, Suite 200, Fort Lauderdale, Florida, 33306 to Robert McComsey and Lory Reyes (hereinafter "Assignee"), whose address is 100 United Nations Plaza, Apt 32A, New York, NY 10017.

RECITALS:

WHEREAS, Assignor is the Developer under the Amended and Restated Declaration of Condominium of RIVA, a Condominium (the "Condominium") (the "Declaration") recorded in Official Records Book 50792, Page 797, as amended from time to time, of the Public Records of Broward County, Florida; and

WHEREAS, as part of the Condominium, there are boat slips (the "Boat Slips"). A diagram of the Boat Slips is included as the sheet labeled "Lobby Floor" of Exhibit "B" to the Declaration; and

WHEREAS, Assignee is the owner of Unit No. 1608, RIVA, A CONDOMINIUM.

WHEREAS, Assignor has agreed to assign to Assignee use rights to a certain Boat Slip described below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.

2. Assignment of Use Rights to Boat Slip. Assignor hereby assigns to Assignee use rights to:

Boat Slip No. 10, as shown on Sheet labeled "Lobby Floor" of Exhibit "B" to the Declaration (the "Boat Slip"), governed by that certain Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease No. 060352716.

Assignor is assigning use rights to the above-described Boat Slip, which includes an exclusive right to use the Boat Slip.

3. Rules and Regulations of RIVA Fort Lauderdale Condominium Association, Inc. The use of the Boat Slip is subject to rules and regulations promulgated by RIVA FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC. (the "Association"), and all terms and provisions set forth in the Declaration. Assignee agrees to comply with all rules and regulations governing the Boat Slips.

4. Further Assignment by Assignee. Assignee may assign the Boat Slip only to a person or entity owning a unit in RIVA, A CONDOMINIUM. Such assignment shall be in compliance with Florida law and shall be on forms approved by the Association. The Association shall be provided with notice of the assignment.

5. Exceptions. This Assignment is made subject to and Assignee shall be bound by the terms, conditions and regulations contained in the Declaration.

6. Use of Boat Slip. Assignee agrees that only reasonable and customary use will be made of the Boat Slip covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the Boat Slip or adjacent facilities or premises. Assignee agrees to keep the Boat Slip and adjacent premises free and clear of all obstructions, and Assignee will dispose of all rubbish and garbage in appropriate containers. Assignee shall be responsible for the conduct and actions of his or her guests.

7. Damages and Insurance. Assignor and the Association will not be responsible for any injuries and property damage caused by or arising out of the use of the Boat Slip. The use of all of the Boat Slip is entirely at the risk of Assignee, as to theft, fire, vandalism and other acts of God. Assignor and the Association do not maintain insurance covering the personal property of Assignee. It is the responsibility of Assignee to adequately insure its property.

8. No Liability for Damages. Assignor and the Association, their employees or agents, shall not be responsible for any injuries, including death, or property damage resulting from, caused by, or arising out of the use of the Boat Slip. Assignee releases and discharges Assignor and the Association from any and all liability from loss, injury or damages to persons or property sustained while in or on the Boat Slip.

9. Miscellaneous.

(a) Execution by Parties. This Assignment shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.

(b) Applicable Law. This Assignment shall be construed under the laws of the State of Florida.

(c) Time of the Essence. Time is of the essence.

(d) Binding Effect upon Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate.

(e) Severability. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Assignment shall in no way be affected thereby.

(f) Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

(g) Attorneys' Fees. If it becomes necessary for either party herein, their successors or assigns, or the Association, to seek legal means to enforce the terms of this Assignment, the prevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expenses, deposition costs, expert witness expenses and fees, and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action plus court costs in all proceedings, trials and appeals.

(h) Waiver. No waiver of any breach of this Assignment shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Assignment shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Assignment, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Assignment or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

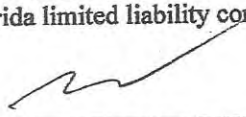
(i) Total Agreement. This Assignment contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein.

IN WITNESS WHEREOF, this Assignment has been executed on the day and year first above written.

ASSIGNOR:

PREMIER RIVA, LLC, a Delaware limited liability company formerly Premier Riva, LLC, a Florida limited liability company

BY: PREMIER DEVELOPERS V, LLC
a Florida limited liability company, its Manager

BY: 
Bradley Deckelbaum, as manager

ASSIGNEE:

Robert McComsey

Lory Reyes

IN WITNESS WHEREOF, this Assignment has been executed on the day and year first above written.

ASSIGNOR:

PREMIER RIVA, LLC, a Delaware limited liability company formerly Premier Riva, LLC, a Florida limited liability company

BY: PREMIER DEVELOPERS V, LLC
a Florida limited liability company, its Manager

BY: _____
Bradley Deckelbaum, as manager

ASSIGNEE:



Robert McComsey



Lory Reyes

**RECEIPT OF ASSIGNMENT BY RIVA FORT LAUDERDALE
CONDOMINIUM ASSOCIATION, INC.**

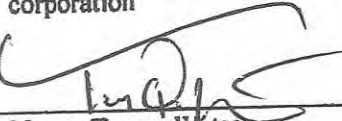
I, Torrey Watson, as President of RIVA FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, acknowledges receiving a copy of the foregoing Assignment of Use Rights to Boat Slip. The Assignment will be duly noted in the official records of the Association.

RIVA FORT LAUDERDALE CONDOMINIUM
ASSOCIATION, INC., a non-profit Florida
corporation

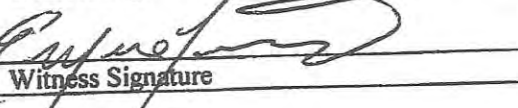


Witness Signature

By: _____



Name: Torrey Watson
Title: President



Witness Signature

**EXHIBIT XI
SITE PHOTOGRAPHS**

1. Northern portion of slip #10, facing southeast along marginal dock



2. Center portion of slip #10, facing directly east along marginal dock



3. Southern portion of slip #10, facing Northeast



**EXHIBIT X
SOVEREIGNTY
SUBMERGED
LAND LEASE**



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

CERTIFIED TO:
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE
STATE OF FLORIDA
LEGAL DESCRIPTION:

SKETCH AND DESCRIPTION
A PORTION OF MIDDLE RIVER
ADJACENT TO PARCEL "A",
RIVA RESIDENCES (181-166 & 167)
IN SECTION 36-49-42
SHEET 2 OF 3 SHEETS

Any and all sovereignty lands lying within the following described boundaries: A portion of Middle River, being a portion of, Section 36, Township 49 South, Range 42 East, Broward County, Florida, being Submerged Lands more fully described as follows:

Commencing at the most North Northwest corner of Parcel "A", RIVA RESIDENCES, according to the plat thereof, as recorded in Plat Book 181, Pages 166 and 167, of the public records of Broward County, Florida; thence North 90°00'00" East, on the North line of said Parcel "A", a distance of 138.77 feet to a point on the wetface of an existing 1.3 foot concrete bulkhead marking the West line of Middle River, being a point on the Mean High Water Line and to the Point of Beginning of the herein described Submerged Lands; thence Southerly on said wetface and the Mean High Water Line the following ten (10) courses and distances; 1) South 14°03'11" East, a distance of 52.29 feet; 2) South 11°14'53" East, a distance of 36.68 feet; 3) thence South 12°46'03" East, a distance of 78.26 feet; 4) thence South 12°45'46" East, a distance of 16.54 feet; 5) thence South 13°06'54" East, a distance of 44.29 feet; 6) thence South 12°38'43" East, a distance of 49.42 feet; 7) thence South 12°37'50" East, a distance of 72.48 feet; 8) thence South 13°47'56" East, a distance of 26.31 feet; 9) thence South 12°16'56" East, a distance of 9.57 feet; 10) thence South 11°21'56" East, a distance of 16.76 feet to the end of said ten (10) courses and distances; thence North 78°35'29" East, a distance of 2.29 feet; thence North 11°08'54" West, a distance of 2.35 feet; thence North 77°35'36" East, a distance of 11.12 feet; thence North 12°31'45" West, a distance of 27.14 feet; thence North 76°33'45" East, a distance of 2.95 feet; thence North 13°30'12" West, a distance of 2.00 feet; thence North 77°26'22" East, a distance of 20.22 feet; thence North 12°35'44" West, a distance of 19.18 feet; thence North 77°26'22" East, a distance of 4.50 feet; thence North 12°28'03" West, a distance of 47.41 feet; thence North 77°17'35" East, a distance of 4.82 feet; thence North 12°40'48" West, a distance of 234.61 feet; thence South 77°26'22" West, a distance of 4.97 feet; thence North 12°35'01" West, a distance of 34.72 feet; thence South 75°50'25" West, a distance of 16.47 feet; thence North 11°38'02" West, a distance of 19.61 feet; thence North 89°59'28" West, a distance of 20.21 feet; thence South 75°54'13" West, a distance of 3.99 feet; thence North 14°05'47" West, a distance of 11.30 feet; thence North 90°00'00" West, on the Easterly extension of the North line of said Parcel "A", a distance of 2.06 feet to the Point of Beginning.

Said Submerged Lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 15,943 square feet or 0.3660 acres, more or less.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS A FIELD SURVEY.
- 5) Bearings shown assume the North line of said Parcel "A", as N90°00'00"E.
- 6) This property has 410 linear feet of shoreline frontage on Middle River.
- 7) The Mean High Water Line Elevation (0.26) as prorated from the LABINS website.
- 8) Elevations shown refer to North American Vertical Datum *1988) and are indicated thus: ELEV.=
- 9) Reference Bench Mark: NW Bolt of fire hydrant at NE corner of N.E. 13th Street and N.E. 17th Avenue, Elevation= 8.71

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 21st day of November, 2015. Limits revised this 29th day of July, 2016.

McLAUGHLIN ENGINEERING COMPANY

JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-0161

CHECKED BY: JST

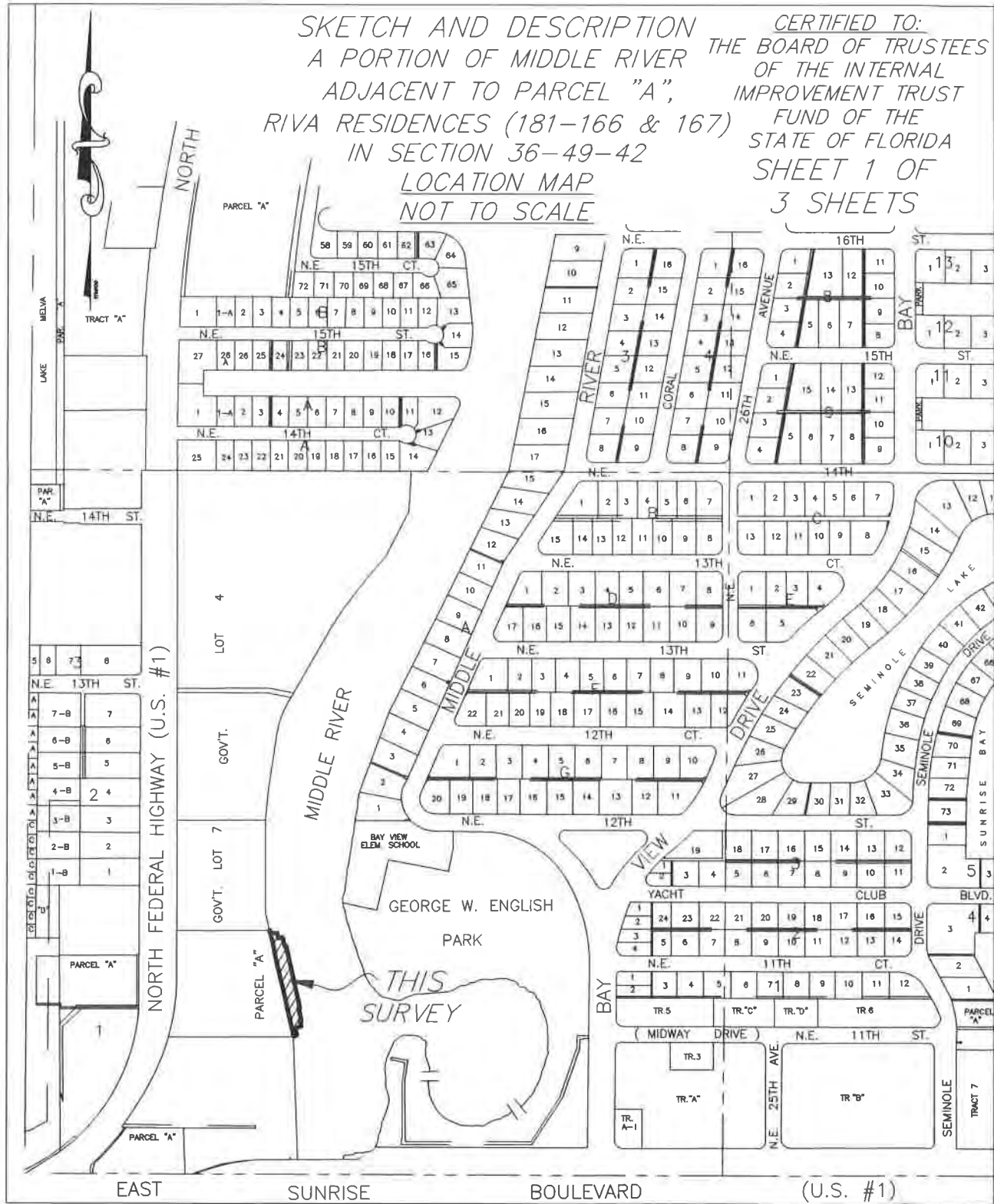


McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SKETCH AND DESCRIPTION
A PORTION OF MIDDLE RIVER
ADJACENT TO PARCEL "A",
RIVA RESIDENCES (181-166 & 167)
IN SECTION 36-49-42
LOCATION MAP
NOT TO SCALE

CERTIFIED TO:
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE
STATE OF FLORIDA
SHEET 1 OF
3 SHEETS



FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-0161

CHECKED BY: _____



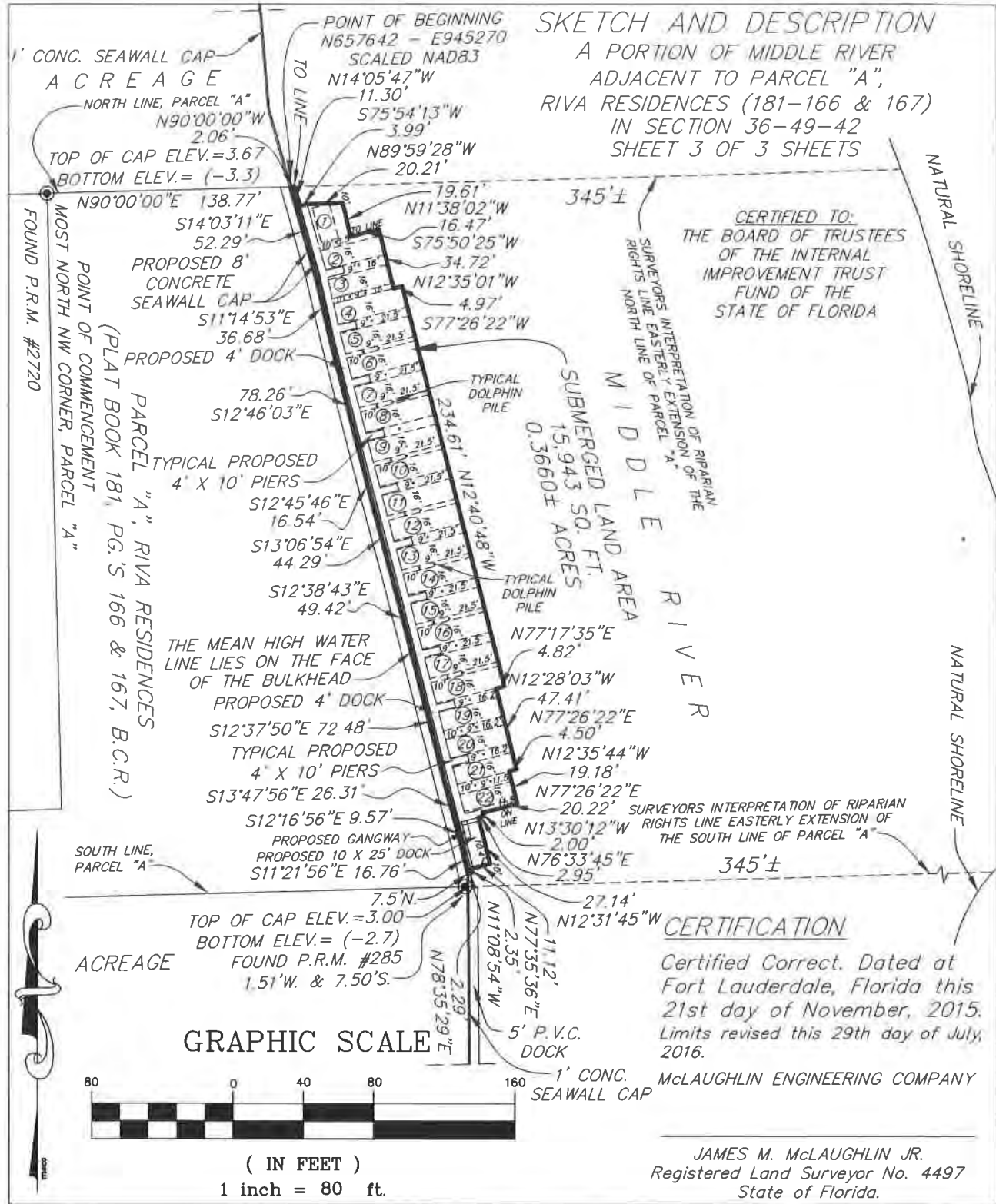
McLAUGHLIN ENGINEERING COMPANY
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SKETCH AND DESCRIPTION

A PORTION OF MIDDLE RIVER
ADJACENT TO PARCEL "A",
RIVA RESIDENCES (181-166 & 167)
IN SECTION 36-49-42
SHEET 3 OF 3 SHEETS

CERTIFIED TO:
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FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-0161

CHECKED BY: _____