

ITEM VII

MEMORANDUM MF NO. 17-29

DATE: December 20, 2017

TO: Marine Advisory Board

FROM: Andrew Cuba, Manager of Marine Facilities

RE: January 4, 2018 MAB - Dock Waiver of Distance Limitations
– Darlene & David Marcinkevich / 77 S. Birch Road, Unit 6C

Attached for your review is an application from Darlene & David Marcinekevich / 77 S. Birch Road, Unit 6C (see **Exhibit 1**).

APPLICATION AND BACKGROUND INFORMATION

The applicants are requesting approval for the installation of a four-post boat lift extending a maximum of 130.83' from the property line into the Intracoastal Waterway (ICW), located at the end of an existing T-dock which extends 114.33' from the property line. The distances this proposed structure would extend from the property line into the ICW is shown in the survey in **Exhibit 1** and summarized in Table 1 below:

TABLE 1

PROPOSED STRUCTURE	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING WAIVER
Four Post Boatlift	130.83'	25'	105.83'

Section 47-19.3 C limits the maximum distance of mooring structures, including boatlifts, to 25% of the width of the waterway, or 25%, whichever is less. Section 47.19.3.E authorizes the City Commission to waive this limitation based upon a finding of extraordinary circumstances. The applicant has indicated that the boatlift is necessary to avoid excessive wave action, wind and trash at this location along the ICW.

PROPERTY LOCATION AND ZONING

The property is located within the IOA Zoning District. It is situated on the ICW where the distance from the outer edge of the proposed boatlift to the eastern edge of the navigational channel of the ICW ranges between 476.3' to 480', according to the site survey in **Exhibit 1**.

DOCK PLAN AND BOATING SAFETY

Records reflect that there have been six (6) waivers of docking distance limitations approved by the City Commission within close proximity since 2009. A comparison of these as shown in Table 2 including the maximum distances of all mooring structures extending into the ICW follows:

TABLE 2

DATE	ADDRESS	MAXIMUM DISTANCE
2009	540 Lido Drive	45'6"
2009	209 Grand Birch, Slip 4	45'6"
2011	215 N. Birch Road	47.5'
2013	209 Grand Birch, Slip 3	39.3'
2014	321 N. Birch Road	75'
2015	209 Grand Birch , Slip 1	45'

RECOMMENDATIONS

Should the Marine Advisory consider approval of the application, the Resolution under consideration for approval 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 provide guide poles on any portion of the mooring device that is capable of being submerged in accord with Code Section 8-91(d).
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

**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: Darlene and David Marcinkevich

TELEPHONE NO: 508-509-7000 (home) (business) FAX NO.

2. **APPLICANT'S ADDRESS** (if different than the site address):

77 S Birch Road, Unit 6C, Fort Lauderdale, FL 33316

3. **TYPE OF AGREEMENT AND DESCRIPTION OF REQUEST:**

Waiver of limitations for marine structure

4. **SITE ADDRESS:**

ZONING: IOA

77 S Birch Road, Unit 6C, Fort Lauderdale, FL 33316

LEGAL DESCRIPTION:

Portofino on the Intracoastal Condo Unit C-6

5. **EXHIBITS** (In addition to proof of ownership, list all exhibits provided in support of the applications).

See attached table of contents and documents

Applicant's Signature 

Date 12/18/17

The sum of \$ 300.00 was paid by the above-named applicant on the of , 2017 Received by:

City of Fort Lauderdale

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

Marine Advisory Board Action

Formal Action taken on

Commission Action

Formal Action taken on

Recommendation
Action

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December 20, 2017

Marine Advisory Board
2 South New River East
Ft. Lauderdale, Fl. 33301

Re: David Marcinkevich
77 S Birch Road
Fort Lauderdale, FL 33316

Dear Board Members,

We are requesting a waiver of limitations to install a 4-post boatlift at an existing multi-headed T-dock at a multi-family site. The existing seawall and T-dock will remain as is, as will any and all existing mooring pilings. The existing T-dock extends 114.33 feet from the property line; the new lift will extend an additional 16.5 feet beyond the pier head, making it a total of 130.83 feet from the property line. The lift will be placed in the applicant's assigned slip, and as such, cannot be placed at any other slip at the T-dock.

The existing dock was installed with a variance of its own, as well as under a State Owned Submerged Land Lease from the State DEP. The new lift and vessel will be installed within the boundaries of the land lease. Not only will the lift and vessel not violate the boundaries of the land lease with the DEP, but they will not violate the intent of the dock variance, as it will not create a new slip or add an additional vessel to the site. Furthermore, the new lift will not encroach upon or impact the navigation along the ICW, as it will be more than 400 feet from the channel.

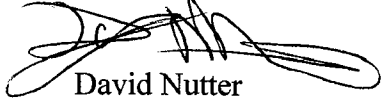
The City Building Code, Section 47-19.3, Paragraph c, allows docks, piers, and boatlifts to extend out 25% of the waterway's width, up to a maximum of 25 feet, as measured from the property line. The location of the applicant's slip obviously place the lift beyond the 25-foot limit, but at 130.83 feet from the property line, it will be well less than 25% of the waterway width; it will even be less than 25% of the distance to the navigational channel. Vessels are allowed to extend 30% of the waterway; and at 130.83 feet from the property line, it will be considerably less than the 30% limit.

The requested Waiver of Limitations will be for an additional 105.83 feet of waterward extension from the property line.

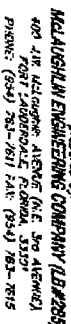
Considering the vessel's extension distance into the waterway, the lift is essential in protecting the vessel from damage due to wave actions. Even though the dock is and the lift will be, more than 400 feet from the channel, wave actions still happen, especially when boaters do not remain within the channel. Furthermore, due to increased waterward extension, neither the lift nor the vessel, will impede or impact the viewing corridors of any resident in the nearby areas.

The lift will be placed inside of the approved mooring pilings that are outside of the dock. And as the mooring pilings are, the outside lift pilings will be installed with reflective tape at the top of the pilings, as required in the City code.

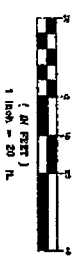
Sincerely,

A handwritten signature in black ink, appearing to read 'David Nutter', with a large, stylized flourish extending from the end of the signature.

David Nutter
B & M Marine Construction Inc.



GRAPHIC SCALE



Existing wood piers and wood pilings to remain (typ.)

Proposed 24000lb 4-post boat lift on (4) 12" dia. wood lift pilings

Turbidity curtains in place while new pilings are installed

Edge of existing concrete cap
Existing seawall, cap and pilings to remain

Existing wetface

Existing wood dock and wood pilings to remain

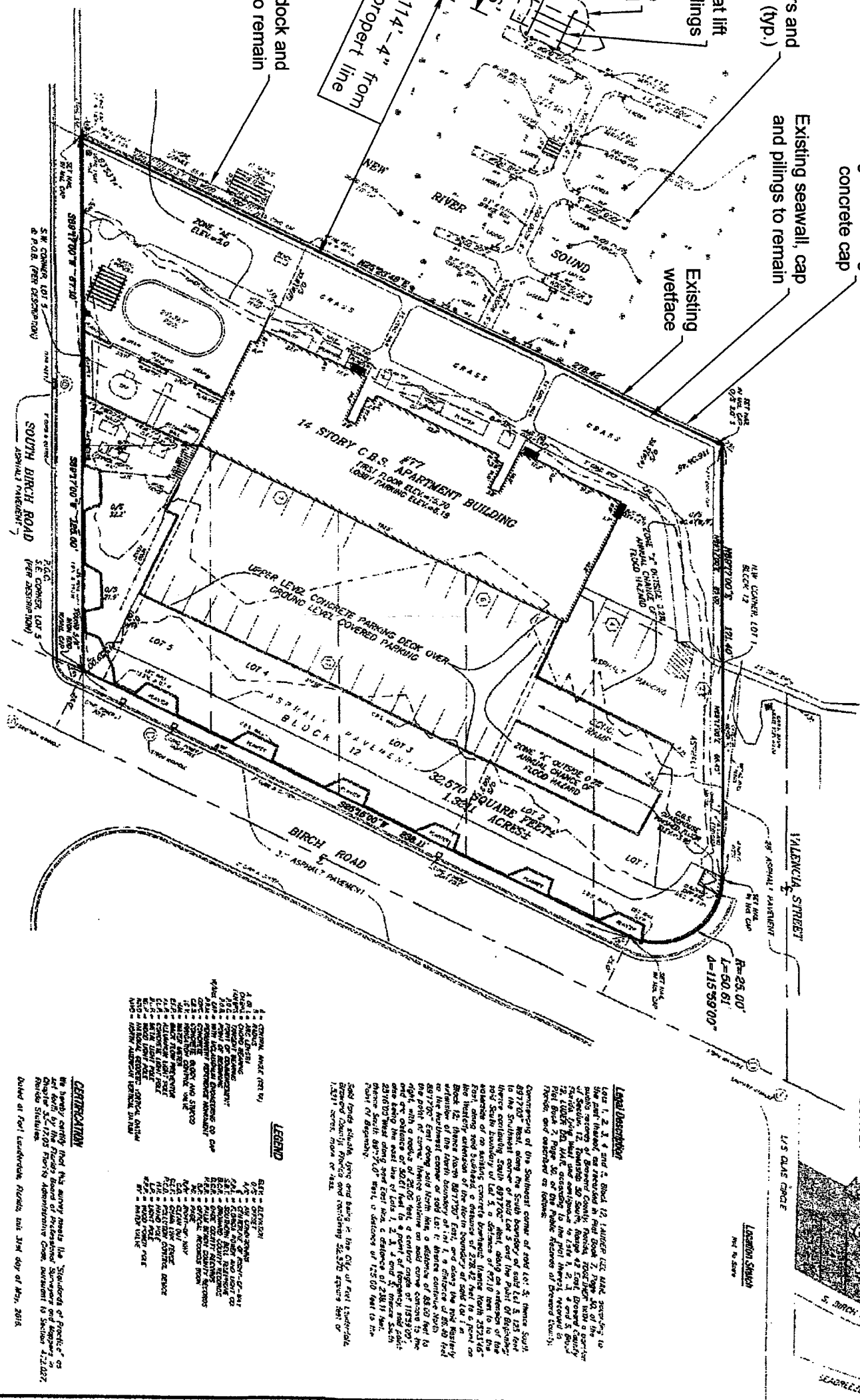
NOTES

- [illegible]

OFFICE NOTES

WALTON'S WINDING 6/17/2016 2:27 PM EDT

City of Fort Lauderdale
Building Department
A TRUE COPY



THIS SURVEY

Location Sketch

Legal Description

[illegible]

LEGEND

4. CHINA AND TAIPEI
A. CHINA
B. TAIPEI
C. HONG KONG
D. MACAU
E. TAIWAN
F. PEKING
G. TIENTSIN
H. SHANGHAI
I. HANKOW
J. CANTON
K. HONGKONG
L. TIENTSIN
M. SHANGHAI
N. HANKOW
O. CANTON
P. HONGKONG
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UL

CERTIFICATION

On the basis of the survey results the "Standards of Practice" as determined by the Florida Board of Professional Surveyors and Mapping in Chapter 33, F.S. 33.102 Florida Administrative Code, pursuant to Section 4-2.1227, Florida Statutes.

McLAUGHLIN ENGINEERING COMPANY

VERALD A. MCGLOTHLIN
Resident and Surveyor No. 5269
State of Florida

4-POST BOAT LIFT FOR:
MARCINKEVICH RESIDENCE
77 SOUTH BIRCH ROAD
UNIT 6C
FORT LAUDERDALE, FL

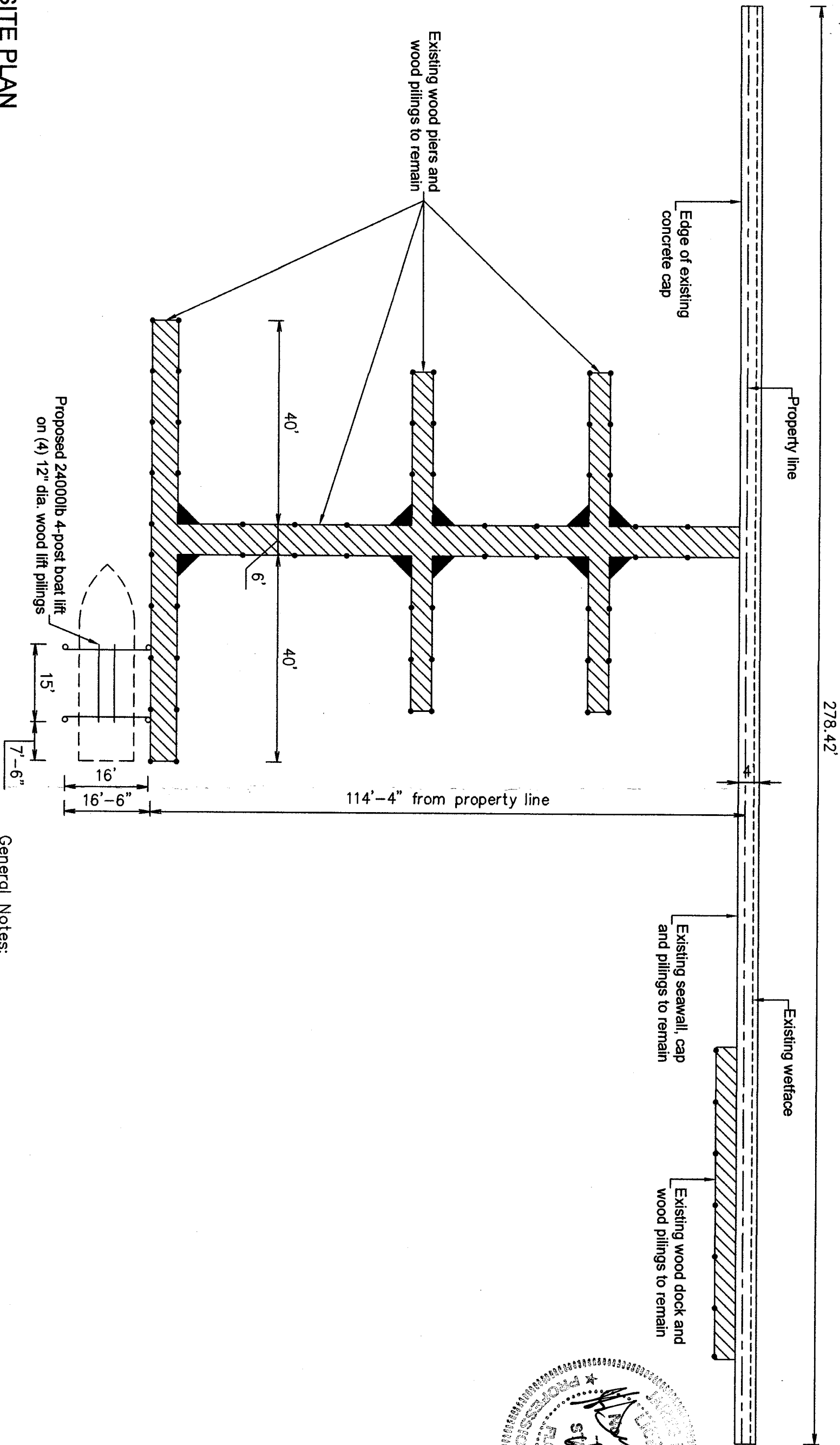
PREPARED FOR:

**B & M MARINE
CONSTRUCTION, INC.**
3500 S.W. 14TH. STREET
DEERFIELD BEACH, FL 33442
954-421-1700 CGC052820

SCALE	DATE	NOTES/REVISIONS
	AS NOTED	

JOB No:

10

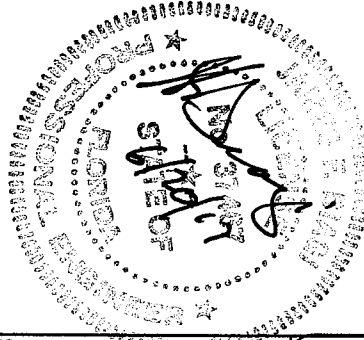


SITE PLAN

SCALE: 1" = 20'-0"

General Notes:

1. All pilings to be driven 8' into strata. If hard strata is encountered, a 2' minimum penetration is required.
2. All hardware to be galvanized or stainless steel.
3. Approved contractor to verify all dimensions. The approved contractor is responsible for all methods, means, sequences and procedures of work.
4. Any deviation &/or substitution from the approved plans herein shall be submitted to the Engineer for approval prior to commencement of work.
5. Elevations shown are based on the North American Vertical Datum of 1988.
6. Design in accordance with 2014 Florida Building Code.



James F. Biagi, P.E.
Consulting Engineer
555 West Prospect Road
Oakland Park, FL 33309
T 954.776.8004
F 954.776.8013

PREPARED FOR:
**B & M MARINE
CONSTRUCTION, INC.**
3500 S.W. 14TH. STREET
DEERFIELD BEACH, FL 33442
954-421-1700 CGC052820

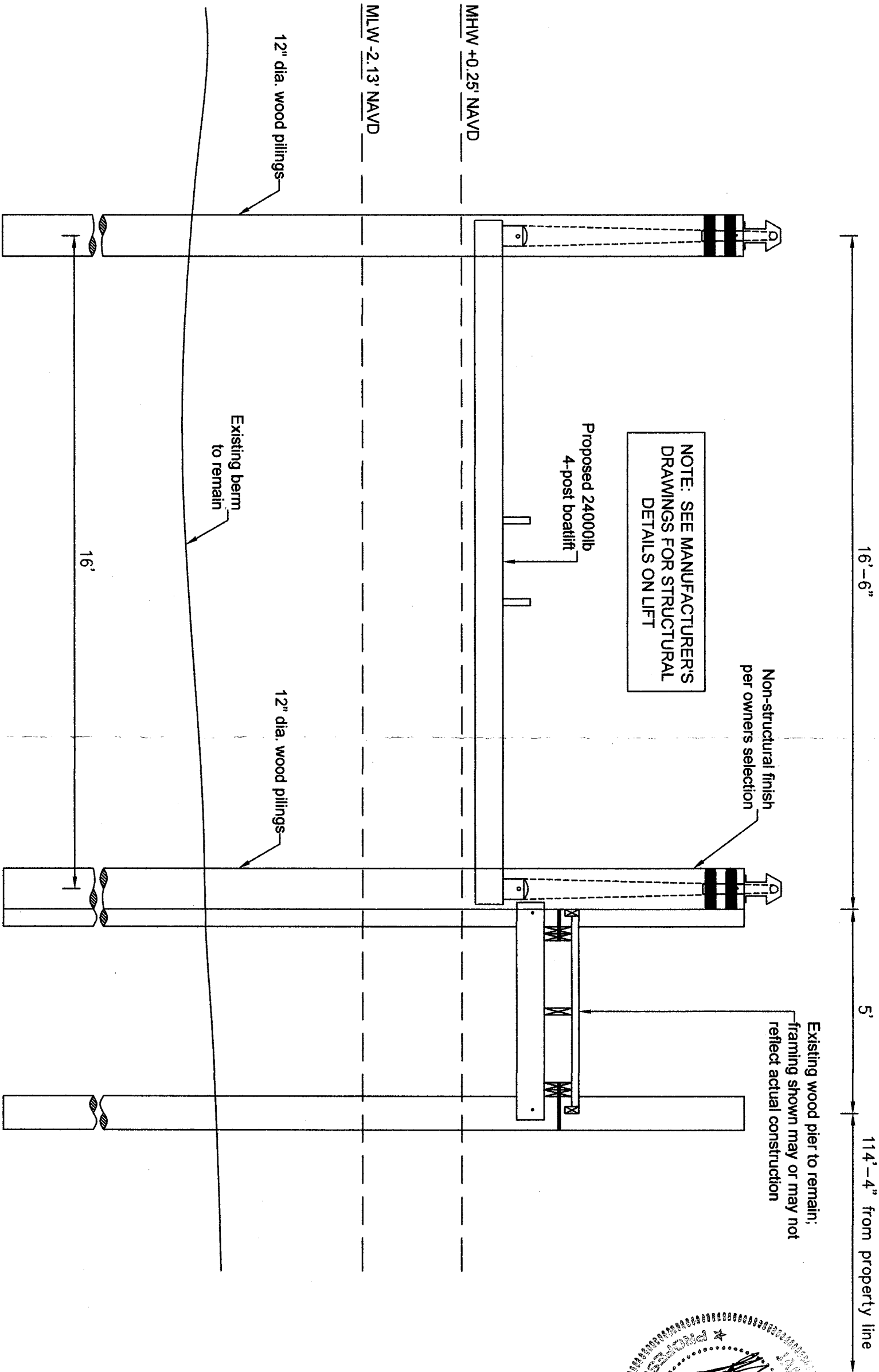
4-POST BOAT LIFT FOR:
MARCINKEVICH RESIDENCE
77 SOUTH BIRCH ROAD
UNIT 6C
FORT LAUDERDALE, FL

DATE	NOTES/REVISIONS

SCALE: AS NOTED

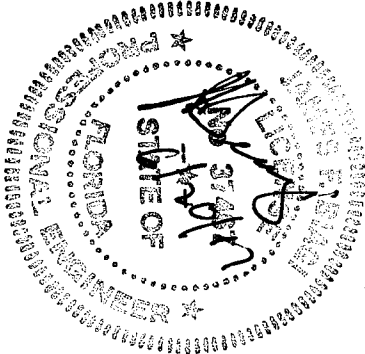
008 RUC

SP



BOATLIFT DETAIL

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



James F. Baggett, P.E.
Consulting Engineer
355 West Forest Road
Oakland Park, FL 33409
T 954/776-8004
F 954/776-8015

FL #37467

PREPARED FOR:
B & M MARINE CONSTRUCTION, INC.
3500 S.W. 14TH. STREET
DEERFIELD BEACH, FL 33442
954-421-1700 CGC052820

4-POST BOAT LIFT FOR:
MARCINKEVICH RESIDENCE
77 SOUTH BIRCH ROAD
UNIT 6C
FORT LAUDERDALE, FL

NOTES/REVISIONS

DATE

SCALE: AS NOTED

DESIGN

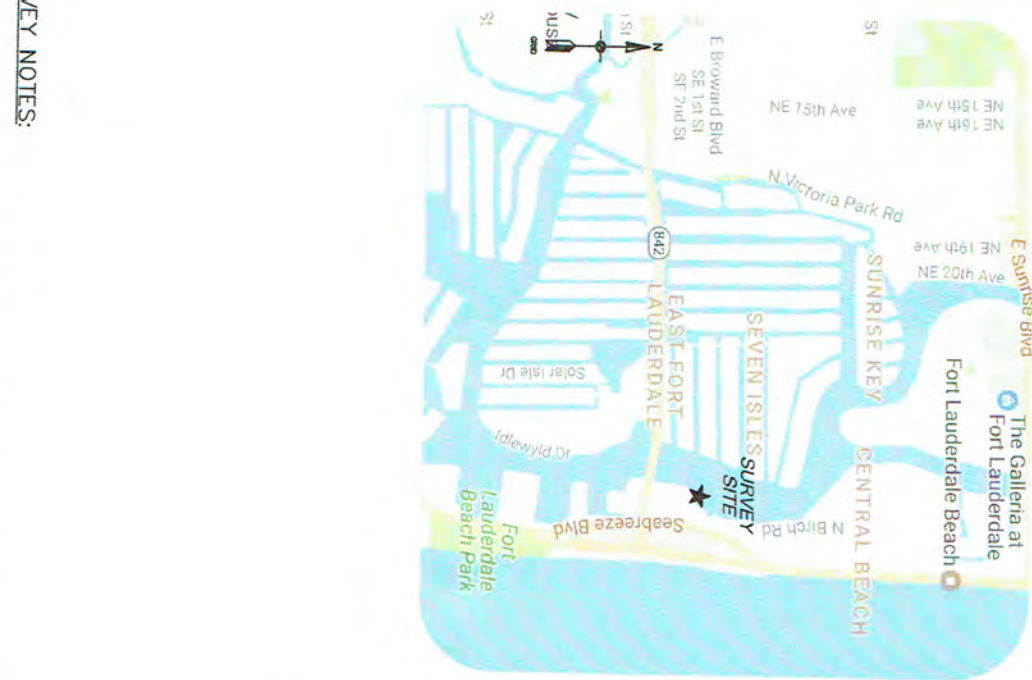
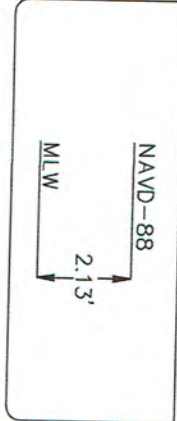
DTL-1

SPECIFIC PURPOSE SURVEY

UNIT C-6 OF "PORTOFINO ON THE INTRACOASTAL"
O.R.B. 10393, PG. 192 B.C.R.
SECTION 1, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
BROWARD COUNTY, FLORIDA

HYDROGRAPHIC DATA ARE RELATIVE TO MEAN
LOW WATER AND REFERENCED TO FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
TIDE INTERPOLATION POINT No. 106
CONTOURS ARE AT 1' INTERVALS.

LOCAL VERTICAL DATUM DIAGRAM
TIDAL EPOCH: 1983 - 2001



VICINITY MAPS
NOT TO SCALE

PROJECT
LOCATION

- SURVEY NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY.
 2. THIS SURVEY REPRESENTS A SPECIFIC PURPOSE SURVEY AS DEFINED IN THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.
 3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
 4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED SURVEYOR.
 5. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED FOR EASEMENTS, ENCUMBRANCES OR OTHER INSTRUMENTS OF RECORD OTHER THAN THOSE SHOWN HEREON WHICH MAY AFFECT THIS PARCEL OF LAND.
 6. THIS SURVEY IS INTENDED TO BE DISPLAYED AT SCALE OF 1 INCH EQUALS 30 FEET OR SMALLER.
 7. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
 8. GEOGRAPHIC AND PLANE COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.
 9. LOCATIONS OF ALL IMPROVEMENTS WERE OBTAINED USING REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
 10. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF PROPOSED IMPROVEMENTS RELATIVE TO THE INTRACOASTAL WATERWAY NAVIGATION CHANNEL.

11. HYDROGRAPHIC (BATHYMETRIC) DATA WERE COLLECTED UTILIZING AN ODOM CIVIOO SURVEY GRADE SOUNDER WITH A 200KHZ TRANSDUCER IN CONJUNCTION WITH REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
12. HYDROGRAPHIC DATA ARE IN FEET RELATIVE TO MEAN LOW WATER AND REFERENCED TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TIDE INTERPOLATION POINT No. 106 (BROWARD COUNTY COUNTY).

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SPECIFIC PURPOSE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON MARCH 27th, 2017.

I FURTHER CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

LEGEND:

- NAVD-88 NORTH AMERICAN VERTICAL DATUM OF 1988
MLW MEAN LOW WATER
MLTW MEAN LOWER LOW WATER
COE CORPS OF ENGINEERS
PSM PROFESSIONAL SURVEYOR AND MAPPER
C/L CENTER LINE
STA STATION
TYP TYPICAL
LB LICENSED BUSINESS
PBCR PALM BEACH COUNTY RECORDS
EXISTING LOT LINES
PROPERTY LINE
CHANNEL TOE
CHANNEL CENTERLINE

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A7
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

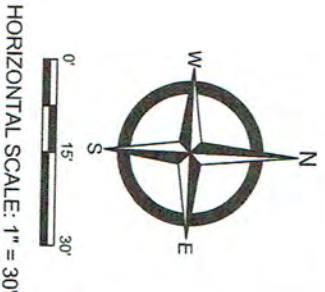
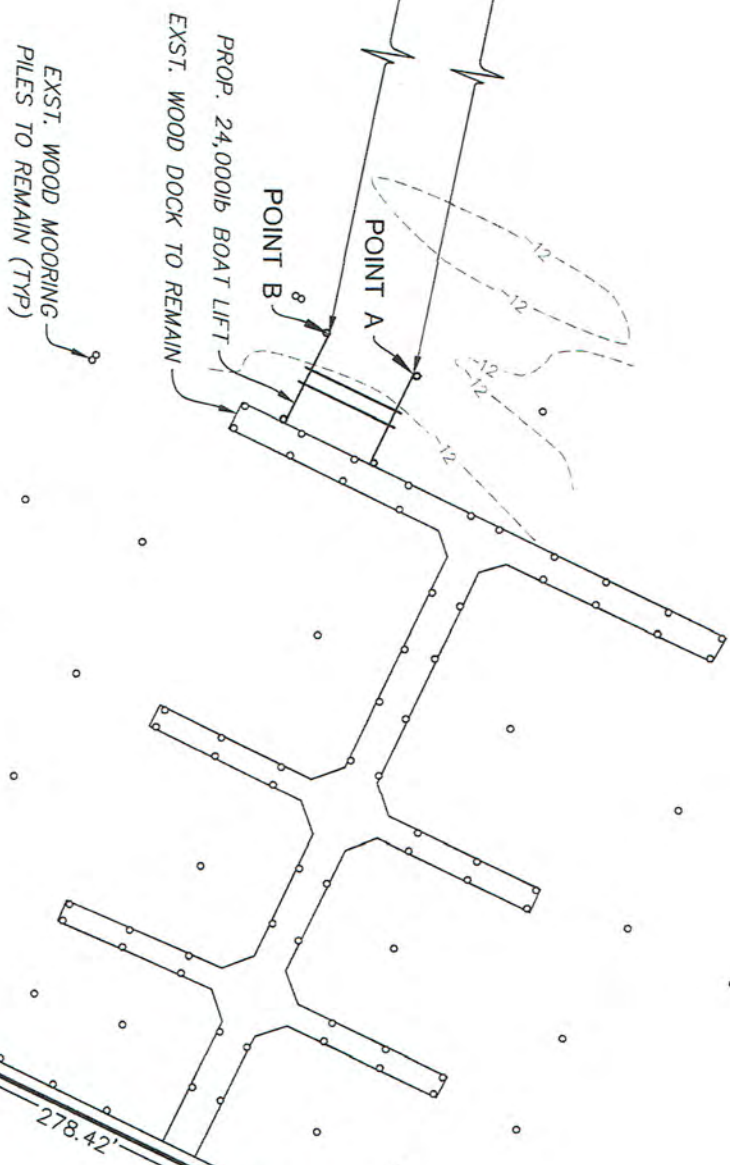
SITE OWNER / ADDRESS
**DARLENE & DAVID
MARCINKEVICH**
77 SOUTH. BIRCH RD.
FORT LAUDERDALE, FL 33316

TERRAQUATIC SURVEYING AND MAPPING			
DRAWING NO.: 17-544 XY.dwg	JOB NO.: 17-544		
DRAWN BY: BPL	CHECKED BY: KCJ		
SCALE: N/A	DATE: 3/31/17	SHEET 1 OF 1	

CENTERLINE OF THE COE 125'
NAVIGATION CHANNEL CUT BW-38

JACKSONVILLE TO MIAMI HARBOR 10 FOOT PROJECT
CONTROL DATA D.O. FILE NUMBER 8B-24-,258
300' RIGHT-OF-WAY

EAST TOE OF COE BW-38 WIDENER NAVIGATION CHANNEL



77 SOUTH BIRCH ROAD
FORT LAUDERDALE, FLORIDA
UNIT C-6 of
"PORTOFINO ON THE INTRACOASTAL"
O.R.B. 10393, PG. 192 B.C.R.
IMPROVEMENTS NOT SHOWN

POINT A
NORTHWEST CORNER
OF PROP. BOATLIFT
N: 651157.54'
E: 949120.63'
N26°07'20.389"
W80°06'25.803"

POINT B
SOUTHWEST CORNER
OF PROP. BOATLIFT
N: 651143.96'
E: 949114.27'
N26°07'20.255"
W80°06'25.874"

PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A8 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	SITE OWNER / ADDRESS DARLENE & DAVID MARCINKEVICH 77 SOUTH. BIRCH RD. FORT LAUDERDALE, FL 33316	TERRAQUATIC SURVEYING AND MAPPING	
		DRAWING NO.: 17-544 XY.dwg	JOB NO.: 17-544
		DRAWN BY: BPL	CHECKED BY: KCJ
SCALE: AS STATED	DATE: 3/31/17	SHEET 2 OF 2	

Prepared by:
Gus H. Carratt, Esq.
Lawyers 1st Title
2817 E. Oakland Park Blvd., Suite 201-A
Fort Lauderdale, Florida 33306

File Number: 12-2760

General Warranty Deed

Made this July 24, 2012 A.D. By George Leithgo Kingsmill Jr. and Diane Esther Kingsmill, husband and wife, individually and as Co-Trustees of the George Leithgo Kingsmill, Jr., and Diane Esther Kingsmill Joint Declaration of Trust dated April 8, 1999 whose address is: 77 S. Birch Road #8A, Fort Lauderdale, Florida 33316, hereinafter called the grantor, to David Marcinkevich and Darlene Marcinkevich, husband and wife, whose post office address is: 56 Church Street, W. Newberry, MA 01985, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$330,000, Three Hundred and Thirty Thousand Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

Unit C-6, Portofino on the Intracoastal, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10393, Page 192, and all amendments thereto, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements appurtenant thereto.

Parcel ID Number: 504212BH0300

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2011.

Prepared by:
 Gus H. Carratt, Esq.
 Lawyers 1st Title
 2817 E. Oakland Park Blvd., Suite 201-A
 Fort Lauderdale, Florida 33306

File Number: 12-2760

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Gus H. Carratt
 Witness Printed Name: Gus H. Carratt

M.L. Willets
 Witness Printed Name: M.L. Willets

George Leithgo Kingsmill Jr. (Seal)
 George Leithgo Kingsmill Jr., Individually and as Co-Trustee
 Address: 77 S. Birch Road #8A, Fort Lauderdale, Florida 33316

Diane Esther Kingsmill (Seal)
 Diane Esther Kingsmill, Individually and as Co-Trustee
 Address: 77 S. Birch Road #8A, Fort Lauderdale, Florida 33316

State of FLORIDA
 County of BROWARD

The foregoing instrument was acknowledged before me this 24th day of July, 2012, by George Leithgo Kingsmill Jr. and Diane Esther Kingsmill, husband and wife, individually and as Co-Trustees of the George Leithgo Kingsmill, Jr., and Diane Esther Kingsmill Joint Declaration of Trust dated April 8, 1999 who are personally known to me or who have produced as identification.

Gus H. Carratt
 Notary Public

Print Name: Gus H. Carratt

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
 Gus H. Carratt
 Commission # EE047347
 Expires DEC. 12, 2014
 BONDED BY ATLANTA BONDING CO., INC.



On The Intracoastal

77 South Birch Road • Fort Lauderdale, Florida 33316 • 954.463.4742 • Fax 954.463.9224

Certificate of Approval

I, the undersigned, a Director of the Portofino-On-The-Intracoastal Condominium Association, Inc., do hereby state that David and Darlene Mamintevich has(have) been approved by the Board of Directors as an Owner(s). Unit # 60

Director
(Portofino Seal)

State of Florida
Broward County

Acknowledgement

Before me, the undersigned authority, on this day personally appeared Stanislav Brice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he(he) executed the same for the purposes therein expressed.

Dated this 5th day of July, 2012

Notary Public, State of Florida at Large

My Commission Expires:



MARY CHRISTOFFERSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE048876
Expires 2/11/2015



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING and PERMITTING DIVISION
1 North University Drive, Suite 201-A Plantation, FL 33324
Phone: 954-519-1483 Fax: 954-519-1412

BROWARD COUNTY
Environmental Licensing and Building Permitting Division
ENVIRONMENTAL RESOURCE GENERAL LICENSE

GL-FTL1703-066

Broward County Code(s): 27-336(a)(1)f.

Applicant: David Marcinkevich
77 S BIRCH RD, Fort Lauderdale

Description: Installation of new boatlift and pilings.

Issue Date: 03/23/2017

Expiration Date: 03/23/2019

The above project has been reviewed and was verified to meet the criteria outlined in Chapter 27-336(a)(1) of the Broward County Natural Resource Protection Code for the issuance of this Environmental Resource General License (GL). This approval is specific for the plans and description described on this verification. Any changes to project footprint, design or size must be reviewed by the Department and may require additional licensing.

Construction shall be in accordance with the submitted Application, the approved plans and the attached General Conditions. This approval does not authorize impacts to natural resources (mangroves, sea grasses, etc). Failure to comply with the license conditions may result in suspension or revocation of the license and/or enforcement actions.

Issuance of this license does not relieve the licensee from obtaining any other required federal, state or local permits or authorizations required for this project prior to commencement.

Per Section 27-58(b)(9), "The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity, or facility at times to the COUNTY personnel for the purposes of inspection and testing to determine compliance with this license and this chapter."

Aquatic and Wetland Resources Reviewer: Brandon Justice

Telephone: (954) 519-1228

email: bjustice@broward.org

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by EPGMD pursuant to this chapter. EPGMD will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.
2. This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by EPGMD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify EPGMD within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on the licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to EPGMD, may be used by EPGMD as evidence in any enforcement proceeding arising under Chapter 27, except where such use is prohibited by § 403.111, F.S.
7. The licensee agrees to comply with Chapter 27, as amended.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.
9. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and this Chapter 27.
10. This license does not constitute a waiver or approval of any other license that may be required for other aspects of the total project.
11. If the licensee wishes to renew a license or extend its term, the licensee shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.
12. In addition to the general conditions set forth above, each license issued by EPGMD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of EPGMD. The licensee agrees that specific conditions are enforceable by EPGMD for any violation thereof.
13. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPD, and any forbearance on behalf of EPD to exercise its rights hereunder in the event of any breach by the licensee shall not be deemed or construed to be a waiver of EPD's rights hereunder.

1. Notify EPD in writing a minimum of forty-eight (48) hours prior to project commencement and a maximum of forty-eight (48) hours after project completion.
2. Notify the Department immediately in the event of any project-caused environmental problem(s).
3. All project generated solid waste and/or spoil material must be disposed of in a suitable
4. Turbidity screens or equivalent shall be properly deployed and maintained as necessary during construction activities so that turbidity levels do not exceed twenty-nine (29) NTU's above natural background fifty (50) feet downstream of project.
5. Only clean fill and clean demolition materials shall be placed in the water bodies being filled. Clean demolition materials include things such as brick, stone, ceramic and concrete rubble which are uncontaminated by other materials. Any fill material used shall be free of garbage, rubbish, refuse, asphalt, hazardous materials, organic matter such (as) wood, lumber, tree or tree trimmings, or other contaminants. The disposal of any putrescible or deleterious debris in any water body is prohibited.
6. This license does not eliminate the necessity to obtain any required federal, state, local or special district permit/license/approval prior to the start of any activity authorized by this license.



Site Address	77 S BIRCH ROAD #6C, FORT LAUDERDALE	ID #	5042 12 BH 0300
Property Owner	MARCINKEVICH,DARLENE H/E MARCINKEVICH,DAVID	Millage	0312
Mailing Address	77 SOUTH BIRCH RD #6C FORT LAUDERDALE FL 33316	Use	04
Abbreviated Legal Description	PORTOFINO ON THE INTRACOASTAL CONDO UNIT C-6		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2017	\$48,250	\$434,250	\$482,500	\$482,500	
2016	\$48,250	\$434,250	\$482,500	\$378,410	\$8,184.61
2015	\$43,510	\$391,550	\$435,060	\$344,010	\$7,633.33

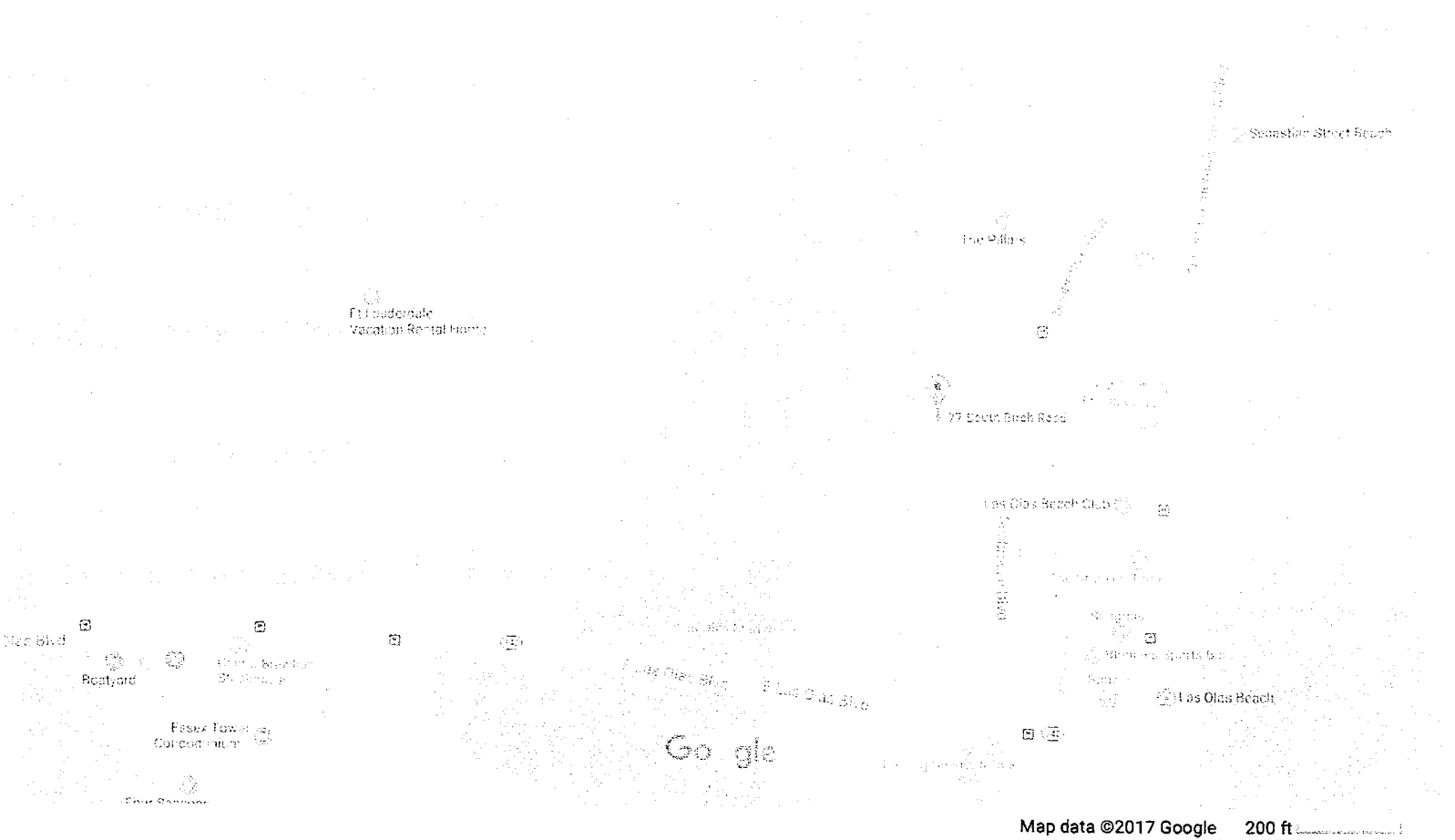
2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$482,500	\$482,500	\$482,500	\$482,500
Portability	0	0	0	0
Assessed/SOH 17	\$482,500	\$482,500	\$482,500	\$482,500
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$432,500	\$457,500	\$432,500	\$432,500

Sales History			
Date	Type	Price	Book/Page or CIN
7/24/2012	WD-Q	\$330,000	48970 / 1443
4/23/2010	QCD-T	\$100	47050 / 1929
1/31/2006	WD	\$552,000	41438 / 1029
11/5/2002	QCD	\$100	34401 / 1275
4/10/2001	QCD	\$100	32138 / 354

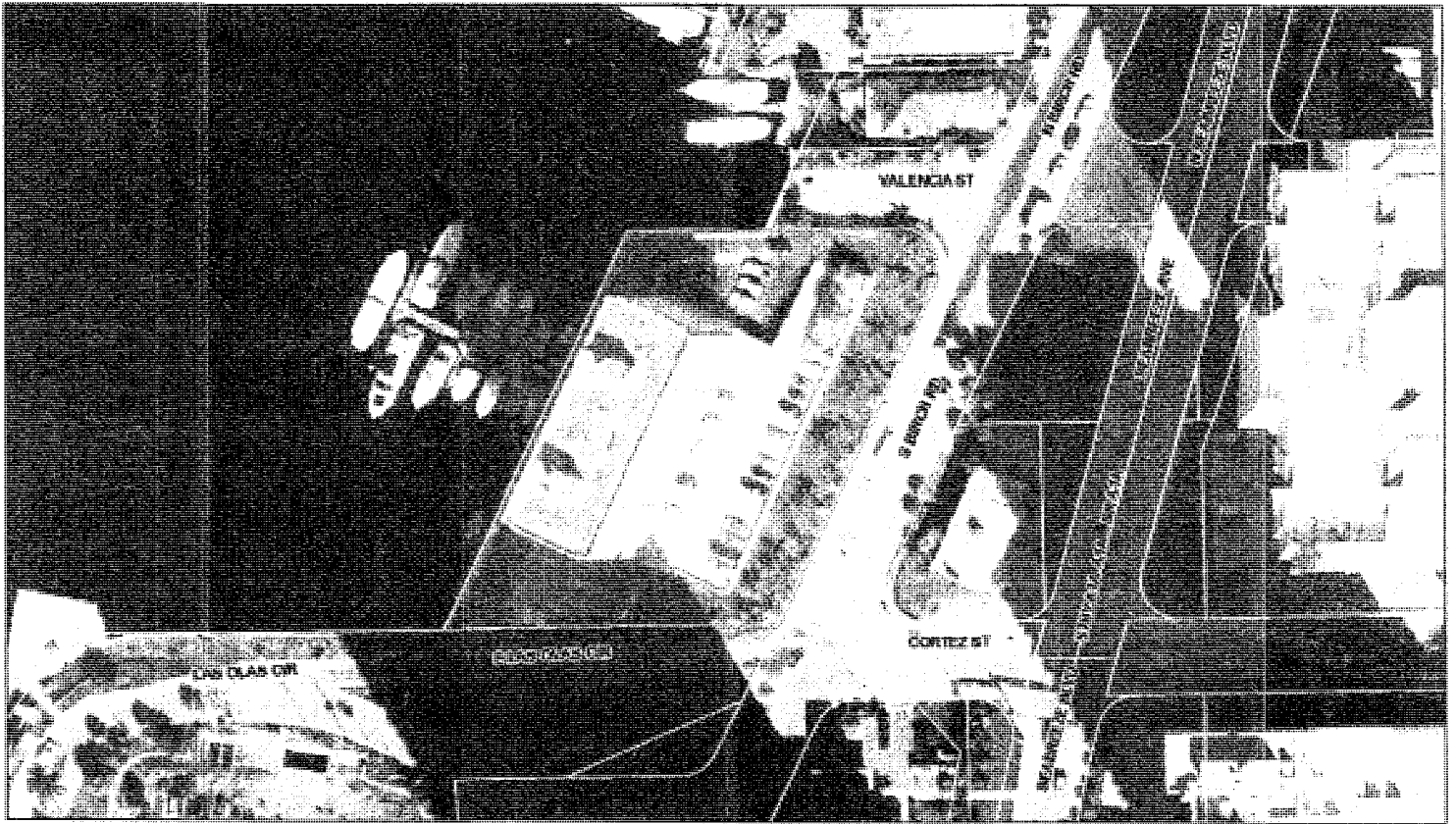
Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F.		1435
Units/Beds/Baths		1/2/2.5

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								
1								

Google Maps 77 S Birch Rd



Property Id: 504212BH0100



March 11, 2017

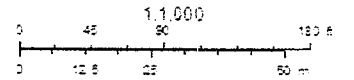
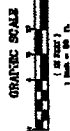


Figure 18-0109, Exhibit 1, 3/11/2017. Bounded by the Project Address.

RECORD LAND SURVEY

**LOTS 1 THROUGH 5, BLOCK 12
LAUDER DED MAR, PLAT BOOK 7, PAGE 30, D.C.R.
A PORTION OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 42 EAST**

MAJANUS ENGINEERING COMPANY (LANSING)
100 N. LANSING, LANSING, MICH. 48201
PHONE: (313) 781-1111 FAX: (313) 781-1103



Edge of existing
concrete cap

Existing seawall, cap
and pilings to remain

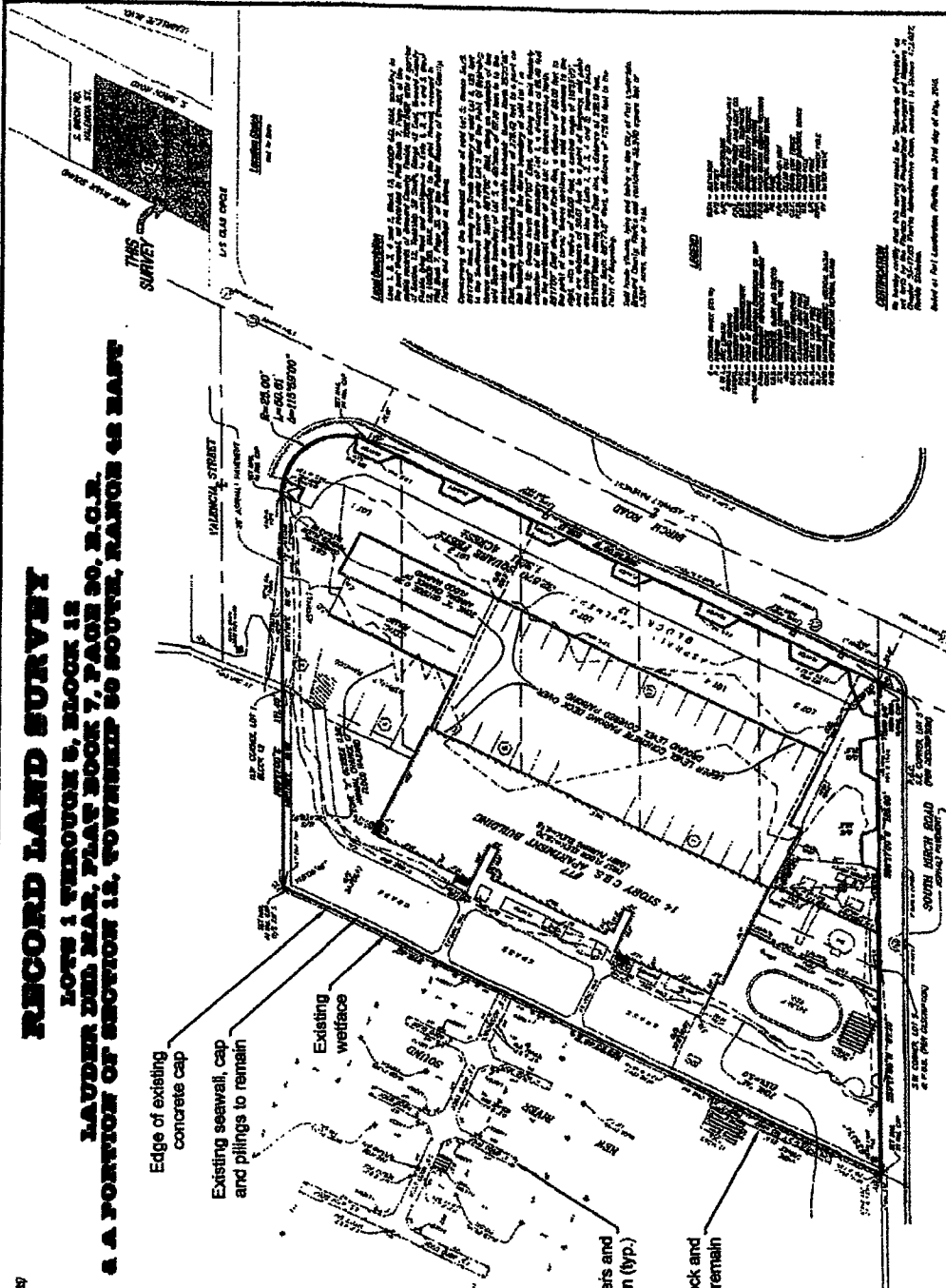
Existing
wetface

Existing wood piers and
wood pilings to remain (typ.)

Existing wood dock and
wood pilings to remain

- NOTES:**
1. This survey was made in accordance with the provisions of the Michigan Surveying Act, Chapter 207, M.C.L.A., and the rules and regulations of the Michigan Board of Surveying.
 2. The survey was made by the method of angles and distances.
 3. The survey was made by the method of angles and distances.
 4. The survey was made by the method of angles and distances.
 5. The survey was made by the method of angles and distances.
 6. The survey was made by the method of angles and distances.
 7. The survey was made by the method of angles and distances.
 8. The survey was made by the method of angles and distances.
 9. The survey was made by the method of angles and distances.
 10. The survey was made by the method of angles and distances.

CONVEYANCE:
This survey was made for the purpose of conveying the land described herein to the City of Lansing, Michigan, for the use of the City of Lansing, Michigan.



16-3-

EXISTING CONDITIONS
SCALE: 1" = 50'-0"

PREPARED FOR:
**B & M MARINE
CONSTRUCTION, INC.**
3900 S.W. 14TH STREET
DEERFIELD BEACH, FL 33442
954-421-1700
050002820

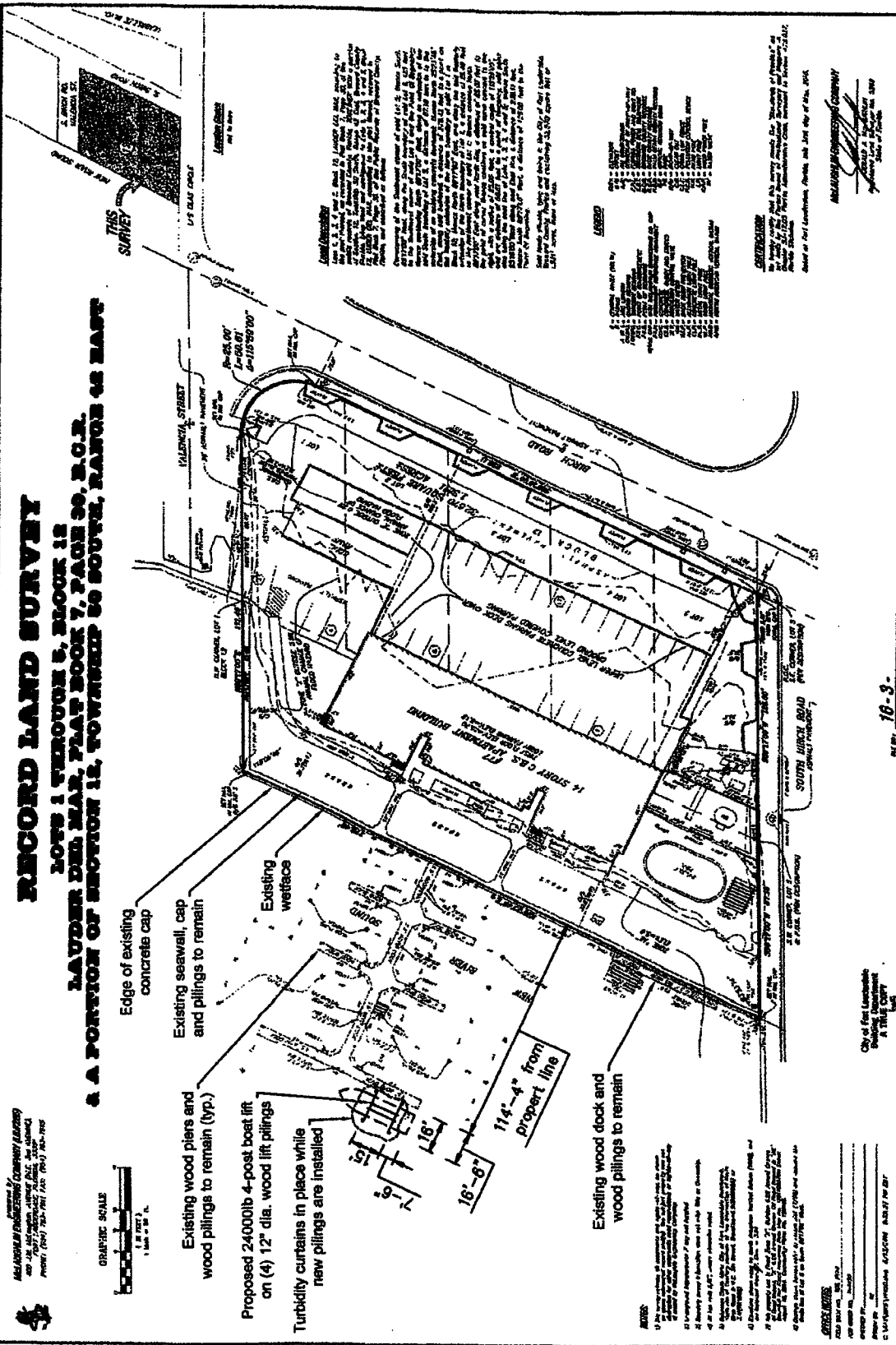
4-POST BOAT LIFT FOR
MARCONKEVICH RESIDENCE
77 SOUTH BIRCH ROAD
UNIT 6C
FORT LAUDERDALE, FL

DATE: _____
BY: _____
CHECKED: _____
APPROVED: _____

EC

RECORD LAND SURVEY

**LOTS 1 THROUGH 5, BLOCK 12
LAUDER DEL MAR, PLAT BOOK 7, PAGE 30, D.O.R.
& A PORTION OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 42 EAST**



PROPOSED CONDITIONS
SCALE: 1"=50'

16-3-

City of San Francisco
Planning Department
A TRUE COPY

City of San Francisco
Planning Department
A TRUE COPY

PREPARED FOR
**B & M MARINE
CONSTRUCTION, INC.**
3500 S.W. 14TH STREET
DEERFIELD BEACH, FL 33442
954-421-1700
C090528220

4-POST BOAT LIFT FOR
MARCIKOVICH RESIDENCE
UNIT 6C
77 SOUTH BIRCH ROAD
FORT LAUDERDALE, FL

PC
DATE
SCALE AS SHOWN
SHEET NO.



James F. Dwyer & Co., Inc.
 Consulting Engineer
 255 West Imperial Road
 Ocala, FL 33459
 Tel: 352/345-1400
 Fax: 352/345-1401

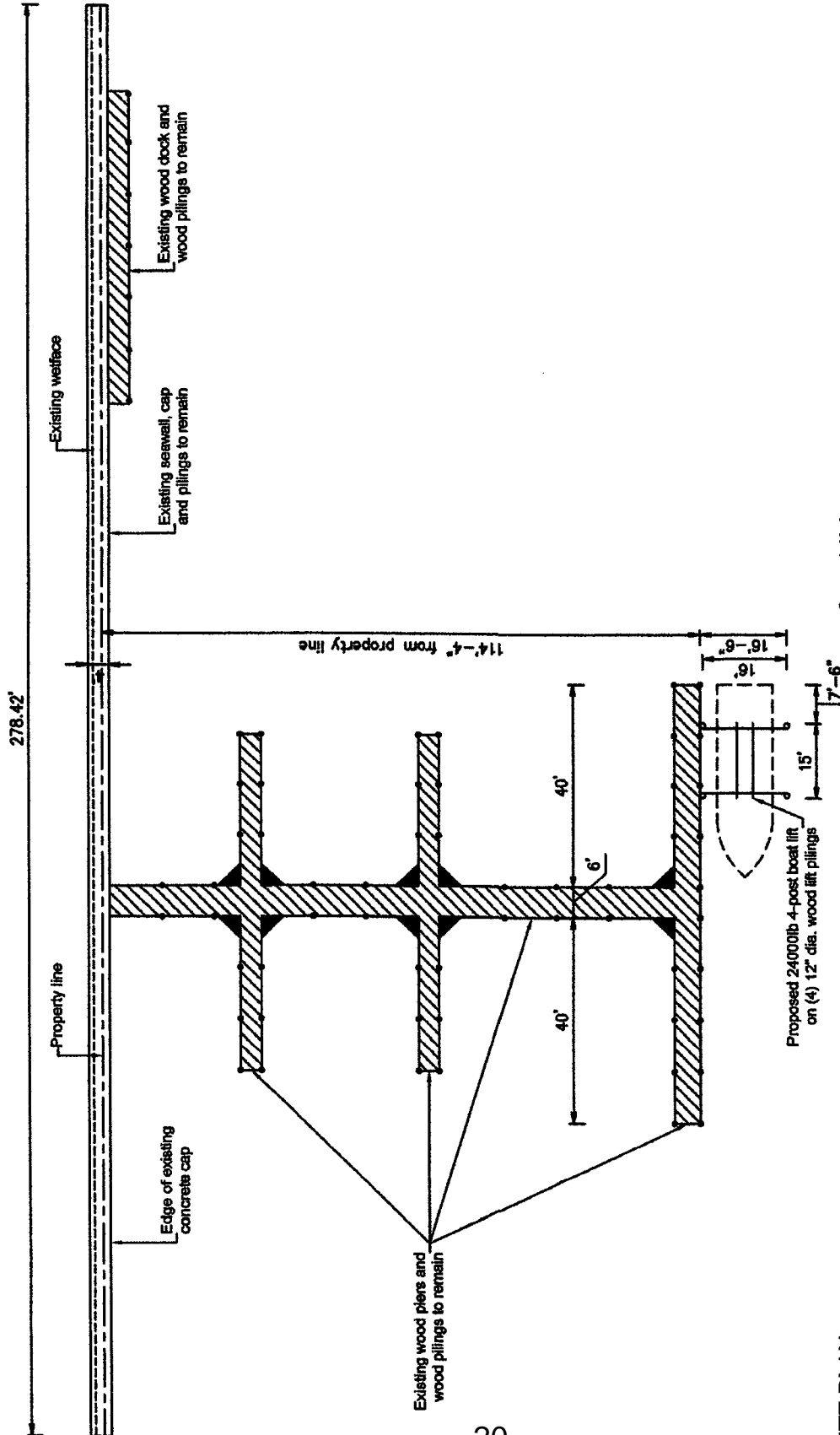
159747

PREPARED FOR
**B & M MARINE
 CONSTRUCTION, INC.**
 3500 S.W. 14TH STREET
 DEERFIELD BEACH, FL 33442
 954-421-1700
 CCCC52820

4-POST BOAT LIFT FOR
 MARCINEVICH RESIDENCE
 77 SOUTH BIRCH ROAD
 UNIT 8C
 FORT LAUDERDALE, FL

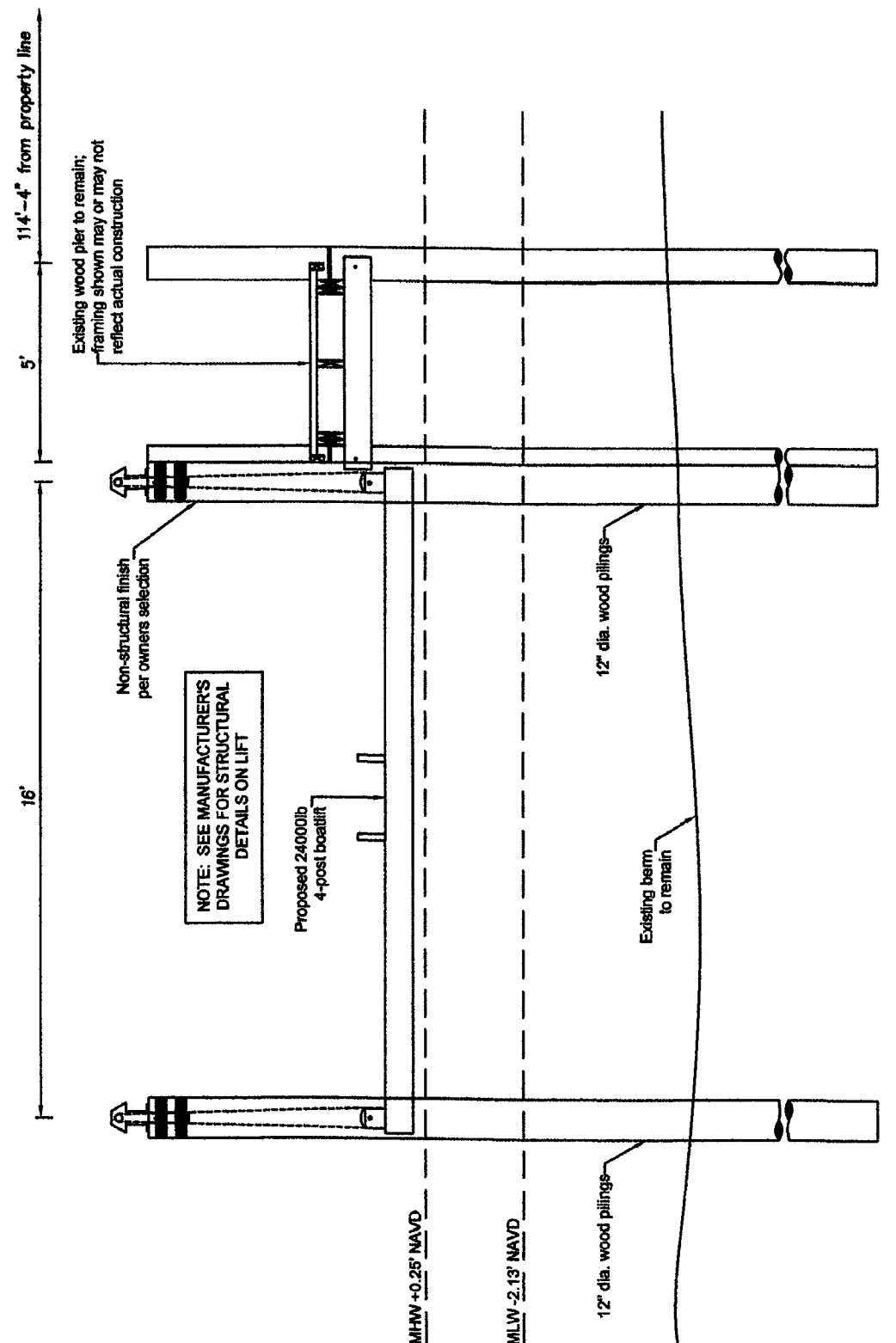
NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

SP



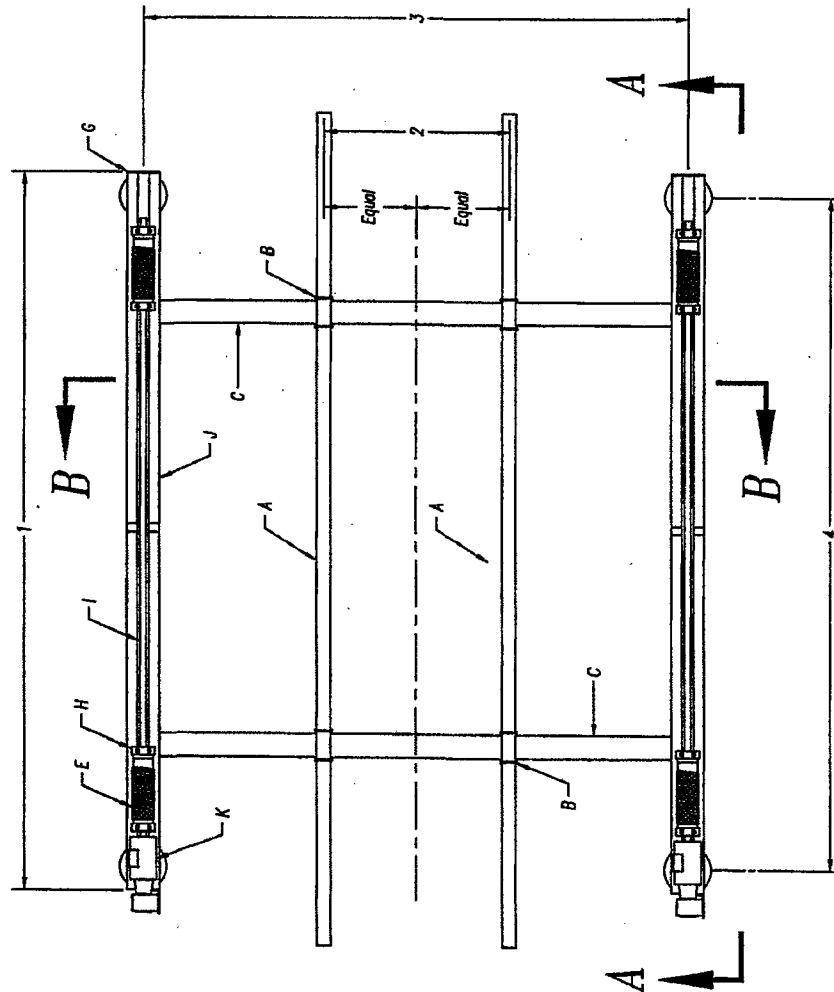
SITE PLAN
 SCALE: 1"=20'-0"

- General Notes:**
1. All pilings to be driven 8' into strata. If hard strata is encountered, a 2' minimum penetration is required.
 2. All hardware to be galvanized or stainless steel.
 3. Approved contractor to verify all dimensions. The approved contractor is responsible for all methods, means, sequences and procedures of work.
 4. Any deviation &/or substitution from the approved plans herein shall be submitted to the Engineer for approval prior to commencement of work.
 5. Elevations shown are based on the North American Vertical Datum of 1988.
 6. Design in accordance with 2014 Florida Building Code.



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

DTL--1



Plan View
Scale: 3/8" = 1'-0"

General Notes:

- Design in accordance with Florida Building Code, 5th Edition (2014).
- This lifting structure has been designed to withstand wind loads associated with speeds of V (ult) = 175 MPH, (3 Second Gust) Exposure 'D' without a boat on the lift per ASCE 7-10 using above ground sign/wall method. The lifting structure including boat has been designed to withstand wind speeds of V (ult) = 73 MPH in Exposure 'D'.
- Boats shall not be stored on lift during high wind events.
- Do not scale drawings for dimensions.
- Licensed Contractor to verify location of existing utilities prior to commencing work.
- The Licensed Contractor to install and remove all shoring and bracing as required for the proper installation of the work.
- Licensed Contractor to obtain all permits as necessary from all Local, State, and Federal agencies.
- Aluminum: Material 6061 T6 Aluminum, all welds are min. 1/4" full fillet weld using 5556 filler alloy, all welding must conform to AWS steel construction manual 13th ED as inspected and verified by others. The contractor is responsible to insulate aluminum members from dissimilar metals to prevent electrolysis.
- Aluminum members in contact with concrete and wood shall be protected by "Koppers Bituminous Paint" or Polyethylene Tape UHMW (ultra high molecular weight), 11.7 mils (0.30 mm) min. total thickness in accordance with current Florida Building Code. All welds to be covered with Aluminum Paint.
- All anchors to be Hilli Brand or Approved Equal. All bolts shall be hot dipped galvanized or stainless steel & meet the requirements of ASTM A304 with hardened washers and hex nuts. Washers shall be used between wood & bolt head & between wood & nut. Where generic fasteners are labeled in details, capacities shall be equal to or greater than Hilli Kwik Bolt II or Red Head thru bolts SAE Grade 5 or better. Embedment depths specified herein are depths into solid substrate and do not include thickness of other finishes.
- MW Engineering has no control of the manufacturing, performance or installation of this product. These generic plans were engineered in accordance with accepted engineering practices and data provided by the manufacturer.

JUL - 9 2015

NOT VALID UNLESS SIGNED WITH
ORIGINAL ENGINEER'S SIGNATURE
AND RAISED EMBOSSED SEAL

MARK E. WEBER, P.E.
LICENSE #55985 | CA 50762

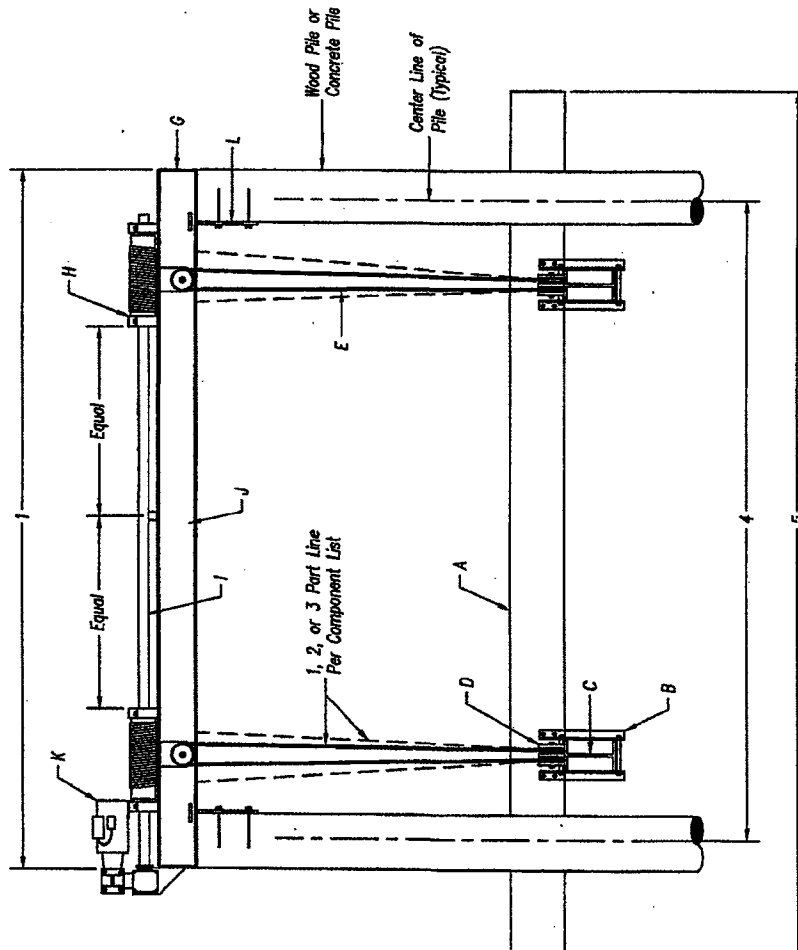
MW, ENGINEERING, INC
6810 NORTH STATE ROAD 7
COCONUT CREEK, FL 33073
Mob: 561-305-0476 | Ofc: 954-617-8143
WWW.MWEngineering.net

Proposed 4 - Post Boat Lifts
4,500 lb
to
24,000 lb

NEPTUNE BOAT LIFTS
280 SW 8th Street
Fort Lauderdale, Florida 33303
Phone: 954-624-3816
Fax: 954-524-3604

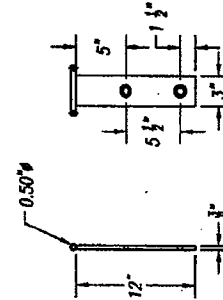
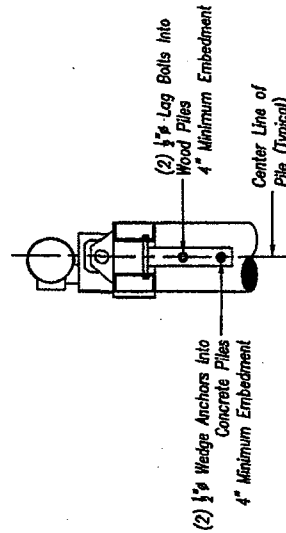
DATE	05.12.2015
DRAWN BY	WRT
CHECKED BY	WRT
APP. FOR REVIEW	32.ing
SHEET	1

Dimensions									
LR Capacity (In Pounds)	4,500	7,000	10,000	13,000	16,000	20,000	24,000		
	12'-6"	12'-6"	12'-6"	12'-6"	12'-6"	12'-6"	16'		
1	12'-6"	12'-6"	12'-6"	12'-6"	12'-6"	12'-6"	16'		
2	4'	4'	4'	4'	4'	4'	4'		
3	12'	12'	12'-6"	12'-6"	14'	14'	16'		
4	11'-10"	11'-10"	11'-10"	11'-10"	11'-10"	11'-10"	18'-2"		
5	12'	12'	12'	12'	12'	12'	14'		
6	10'	10'	10'	10'	10'	10'	12'		
Recommended Pile Diameter	10"	10"	10"	10"	10"	10"	12"		



Typical Cross Section A-A

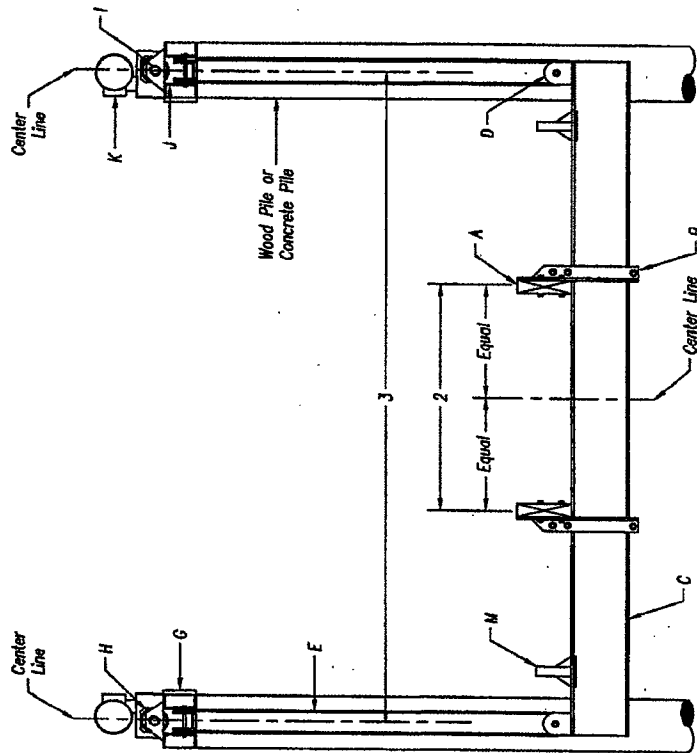
Scale: 3/8" = 1'-0"



Mounting Bracket Detail

JUL - 9 2015

NOT VALID UNLESS SIGNED WITH ORIGINAL ENGINEER'S SIGNATURE AND RAISED EMBOSSED SEAL		MW, ENGINEERING, INC 8810 NORTH STATE ROAD 7 COCONUT CREEK, FL 33073 Mob: 561-305-0478 Ofc: 954-817-8143 WWW.MwEngineering.net		Proposed 4 - Post Boat Lifts 4,500 lb to 24,000 lb		NEPTUNE BOAT LIFTS 280 SW 8th Street Fort Lauderdale, Florida 33303 Phone: 954-524-3616 Fax: 954-524-3604		SCALE: 3/2 DATE: 06.12.2015 DRAWN BY: WRT CHECKED BY: WRT JOB No: Dwyer 32.0mg Sheet 2	
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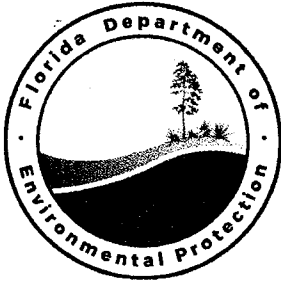


Typical Cross Section B-B

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

Components									
Lift Capacity (in Pounds)	4,500	7,000	10,000	13,000	16,000	20,000	24,000		
Bunk	3"x6" Pressure Treated Southern Yellow Pine #1				3"x10" Pressure Treated Southern Yellow Pine #1				3"x12" PT SYP #1
Bunk Bracket Support	1"x2"x2"								
Lifter Beam	AA 16"x4.7	AA 18"x6.3	AA 18"x7.0	AA 1 10"x10.3					
Sheave Pulley Plate	1"x4"x5" Angle								
Cable Size (Stainless Steel)	1/8" Diameter 7x19 SS 304 (1 Part)		1/8" Diameter 7x19 SS 304 (2 Part)		1/8" Diameter 7x19 SS 304 (3 Part)				
Piling Mounting Bracket	1"x3"x12" Flat Bar								
Carrier Beam End Plate	1"x5" Flat Bar	1"x6" Flat Bar	1"x6" Flat Bar	1"x7" Flat Bar	1"x8" Flat Bar				
Drive Shaft Bearing Block	2"x3" Flat Bar								
Drive Shaft:	1-1/2" Nominal Diameter Schedule 80 Galvanized Pipe								
Top Carrier Assembly 2 C-Channel Per Assembly	AA CS 6"x2.2	AA CS 6"x2.8	AA CS 7"x3.2		AA CS 8"x4.3		AA CS 8"x5.6		
Motor Size (Horse Power/Voltage)									
Top Carrier Connector	1"x3"x12" Flat Bar								
Guide Post Socket	2" Nominal Diameter Schedule 80 Aluminum Pipe								

NOT VALID UNLESS SIGNED WITH ORIGINAL ENGINEER'S SIGNATURE AND RAISED EMBOSSED SEAL MARK E. WEBER, P.E. LICENSE #69086 CA 30702		MW, ENGINEERING, INC 6810 NORTH STATE ROAD 7 COCONUT CREEK, FL 33073 Mob: 561-305-0478 Otc: 954-817-8143 WWW.MwEngineering.net		Proposed 4 - Post Boat Lifts 4,500 lb to 24,000 lb		NEPTUNE BOAT LIFTS 280 SW 8th Street Fort Lauderdale, Florida 33303 Phone: 954-524-3816 Fax: 954-524-3804		SCALE: 3/2 DATE: 05.12.2015 DRAWN BY: WRT CHECKED BY: WM JOB No: Eboater 32.dwg Sheet 3	
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Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

April 17, 2017

Portofino Condominium
% David Marcinkevich
77 South Birch Road #6C
Ft. Lauderdale, FL 33316
Sent via e-mail to designated agent: nutt3839@bellsouth.net

RE: File No.: 06-0194548-005-EE
File Name: Portofino

Dear Mr. Marcinkevich,

On March 20, 2017, we received your application for an exemption to install a new boatlift within an existing slip at a multi-slip docking facility. The project is located in New River Sound, Class III Waters, adjacent to 77 Birch Road, Ft. Lauderdale (Section 12, Township 50 South, and Range 42 East), in Broward County, Florida (Latitude 26° 7' 19.74" North, Longitude 80° 6' 24.29" West).

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

1. Regulatory Review. – VERIFIED

Based on the information submitted, the Department has determined that the piling removal is exempt, under section 373.406(6) of the Florida Statutes, from the need to obtain a regulatory permit under part IV of chapter 373 of the Florida Statutes. This determination is made because the activity, in consideration of its type, size, nature, location, use, and operation, is expected to have only minimal or insignificant individual or cumulative adverse impacts on the water resources

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification will expire after one year, and will not be valid at any other time if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. However,

the activity may still be conducted without further notification to or verification from the Department after the one-year expiration of this verification, provided: 1) the project design does not change; 2) site conditions do not materially change; and 3) there are no changes to the statutes or rules governing the exempt activity. In the event you need to re-verify the exempt status for the activity after the one-year expiration of this verification, a new application and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required. Conditions of compliance with the regulatory exemption are contained in Attachment A.

2. Proprietary Review. – GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 of the Florida Statutes, and chapter 18-21 of the Florida Administrative Code.

Your project will occur on sovereignty, submerged land and will require authorization from the Board of Trustees to use public property. As staff to the Board of Trustees, we have reviewed the proposed project and have determined that, as long as the activities and/or structure are located within the described boundaries of Sovereignty Submerged Lands Lease No. 060010706 and is consistent the attached general consent conditions, no further authorization from the Board of Trustees is required.

3. Federal Review – SPGP NOT PPROVED

Your proposed activity as outlined on your notice and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Palm Beach Gardens Regulatory Office at (561) 472-3530, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to insure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative

determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

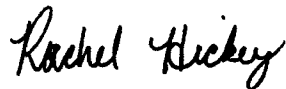
Judicial Review

Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Mr. Huy Tran at the letterhead address or at (561) 681-6600 or by email at Huy.Tran@dep.state.fl.us

Executed in Palm Beach County, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Rachel Hickey
Environmental Specialist II
Southeast District

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Monica Sovacool, Huy Tran

USACOE – Palm Beach Gardens, Application-SP@usace.army.mil

Linda Sunderland, Broward County EPD, LSunderland@broward.org

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Mandakini Patel
Clerk

April 17, 2017
Date

Enclosures:

Attachment A- Specific Exemption Rule
Project Drawings, 9 pages

Attachment A

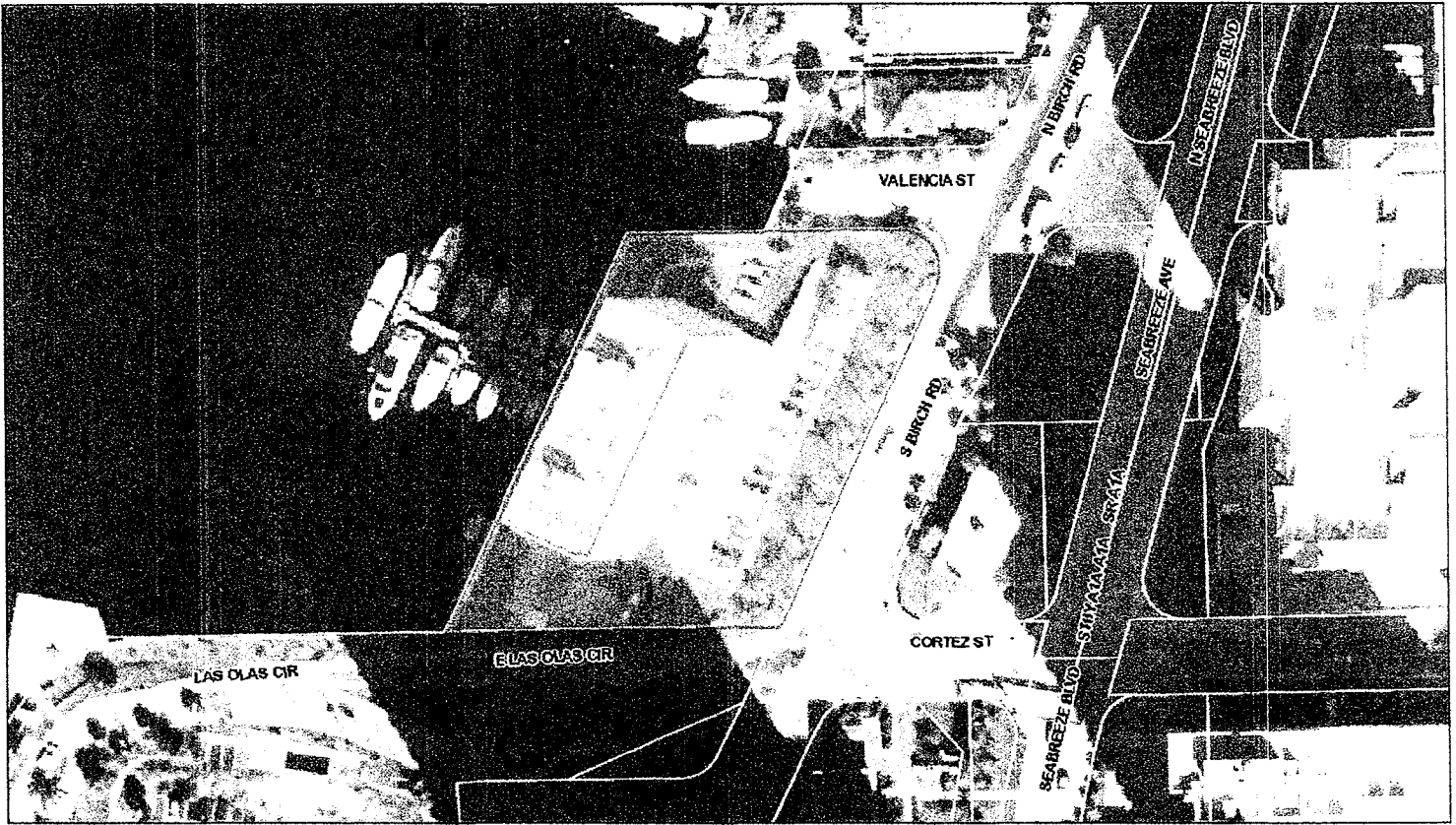
Chapter 373.406 Exemptions. —The following exemptions shall apply:

(6) Any district or the department may exempt from regulation under this part those activities that the district or department determines will have only minimal or insignificant individual or cumulative adverse impacts on the water resources of the district. The district and the department are authorized to determine, on a case-by-case basis, whether a specific activity comes within this exemption. Requests to qualify for this exemption shall be submitted in writing to the district or department, and such activities shall not be commenced without a written determination from the district or department confirming that the activity qualifies for the exemption.

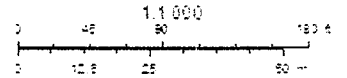
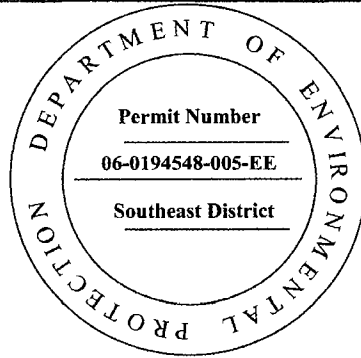
Google Maps 77 S Birch Rd



Property Id: 504212BH0100



March 11, 2017

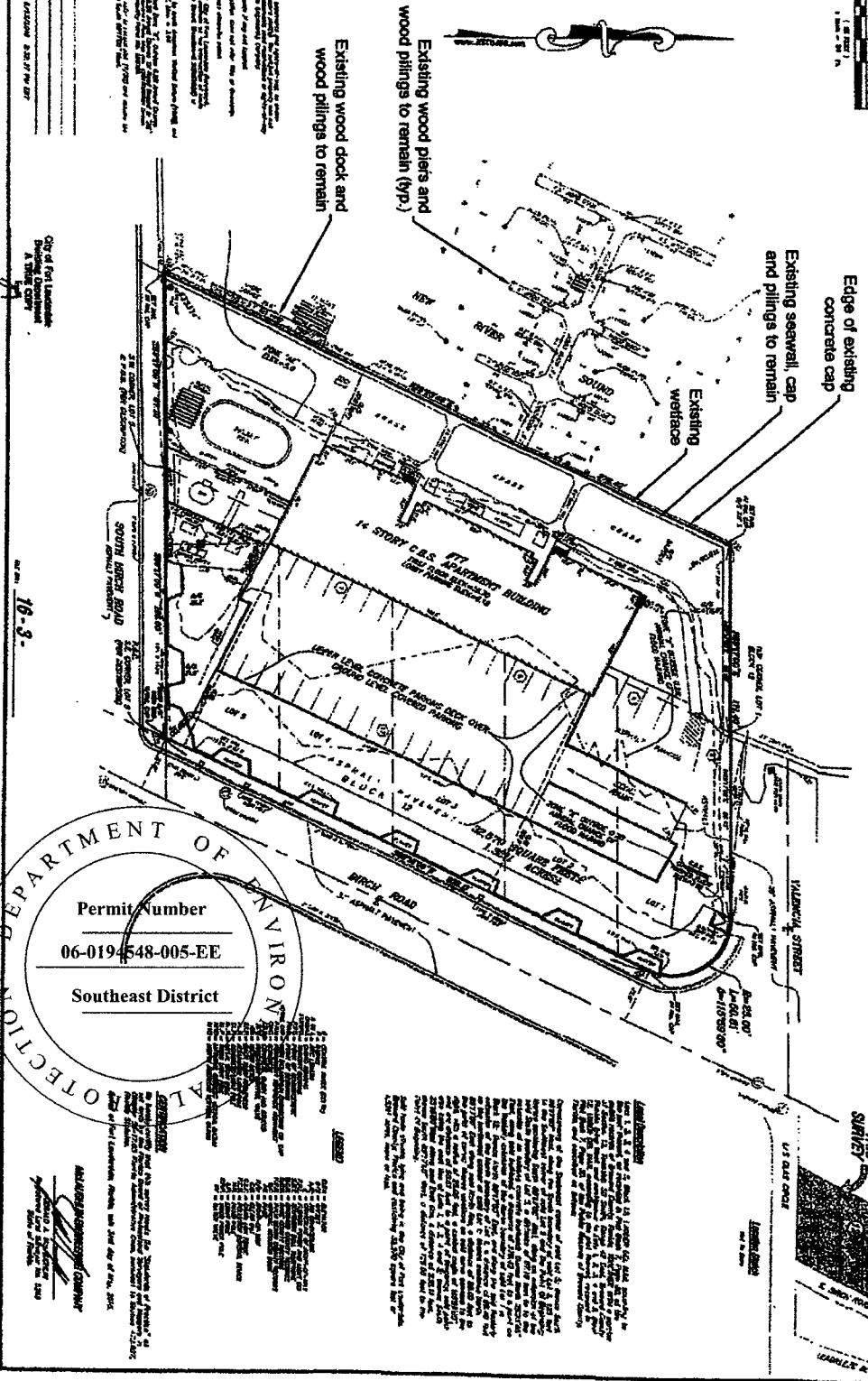


Printed on 03/11/2017 at 10:00 AM. Scale: 1 inch = 100 feet.

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RECORD LAND SURVEY **LOTS 1 THROUGH 8, BLOCK 12** **LAUDER DALE MAR. PLAZA BOOK 7, PAGE 26, D.C.R.** **A PORTION OF SECTION 12, TOWNSHIP 36 SOUTH, RANGE 62 EAST**



EXISTING CONDITIONS
SCALE 1" = 50'

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Permit Number
 06-019-548-005-EE

Southeast District

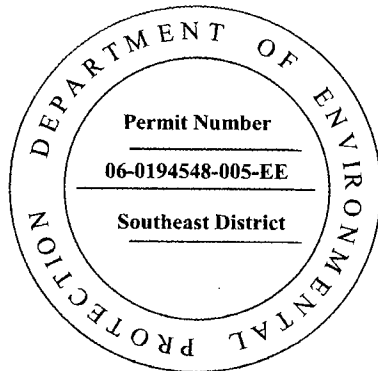
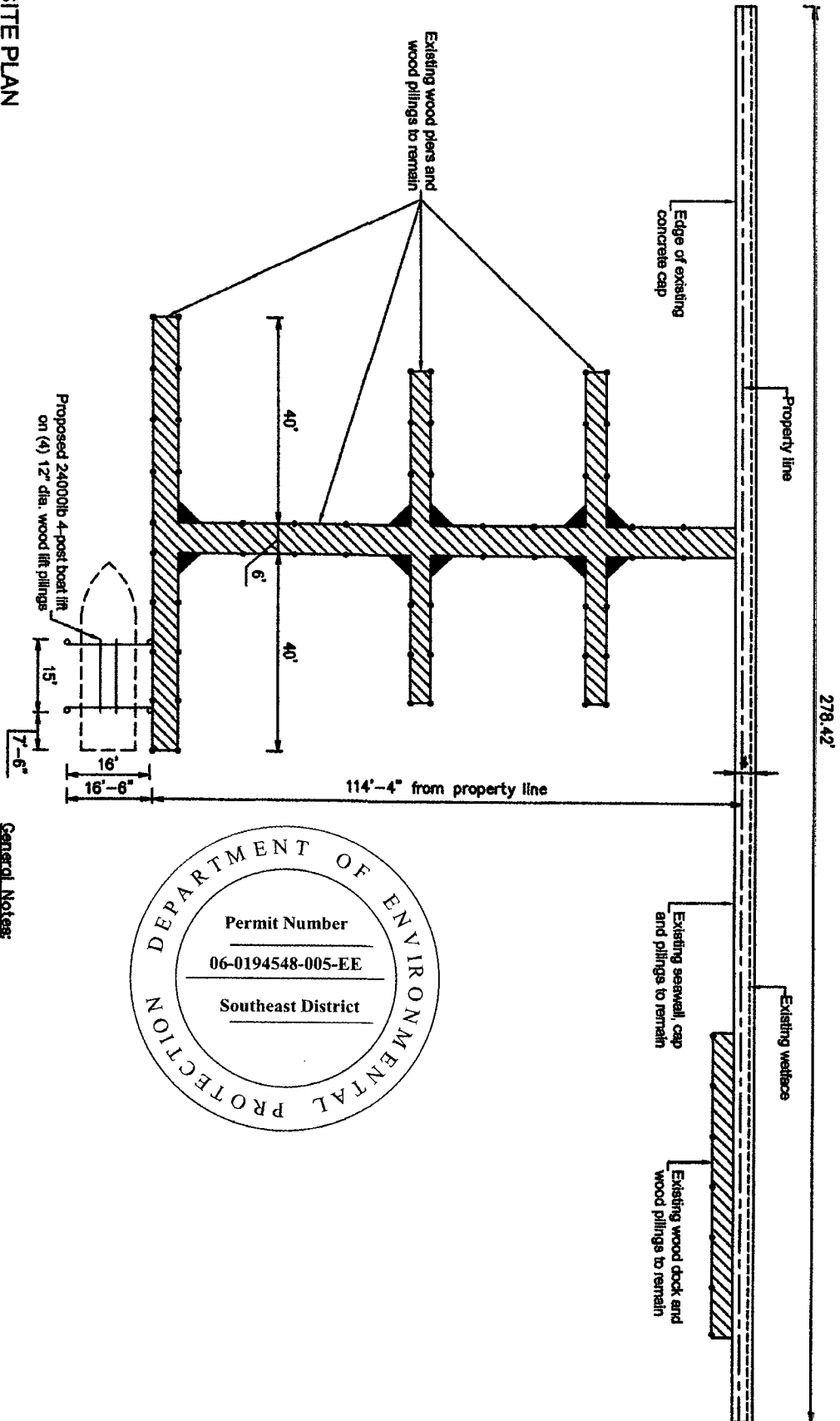
MAKING CONSTRUCTION
 (Signature)

NOTES:

1. The owner has provided the following information regarding the proposed improvements:
2. The proposed improvements are shown on the attached plans.
3. The proposed improvements are shown on the attached plans.
4. The proposed improvements are shown on the attached plans.
5. The proposed improvements are shown on the attached plans.
6. The proposed improvements are shown on the attached plans.
7. The proposed improvements are shown on the attached plans.
8. The proposed improvements are shown on the attached plans.
9. The proposed improvements are shown on the attached plans.
10. The proposed improvements are shown on the attached plans.

EC	DATE: _____ BY: _____ CHECKED: _____ APPROVED: _____	4-POST BOAT LIFT FOR: MARCINKOVICH RESIDENCE 77 SOUTH BIRCH ROAD UNIT 8C FORT LAUDERDALE, FL	PREPARED FOR: B & M MARINE CONSTRUCTION, INC. 3500 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 C06052820	CAM 18-0109 Exhibit 1 Page 37 of 79
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SITE PLAN
SCALE: 1"=20'-0"

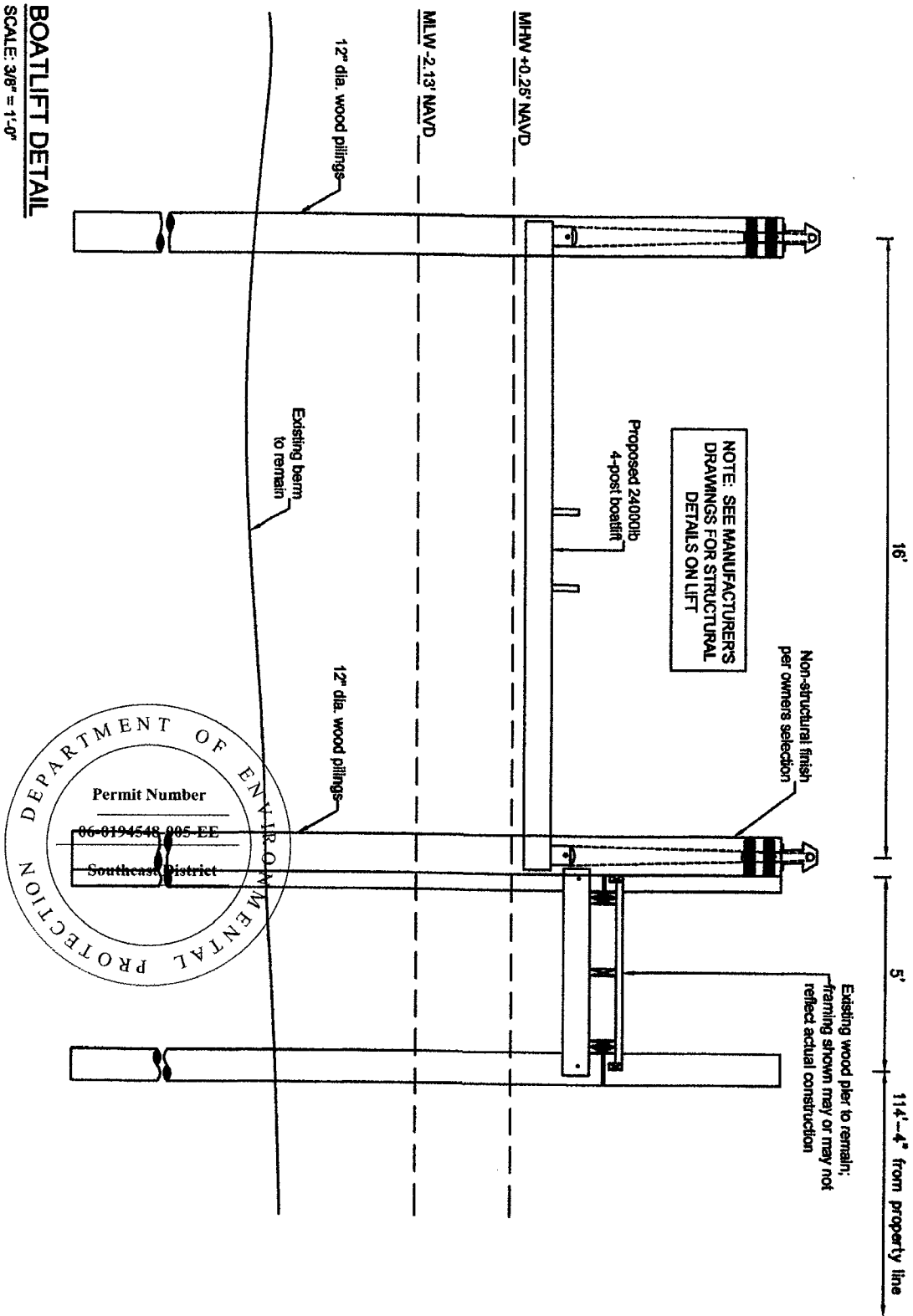


General Notes:

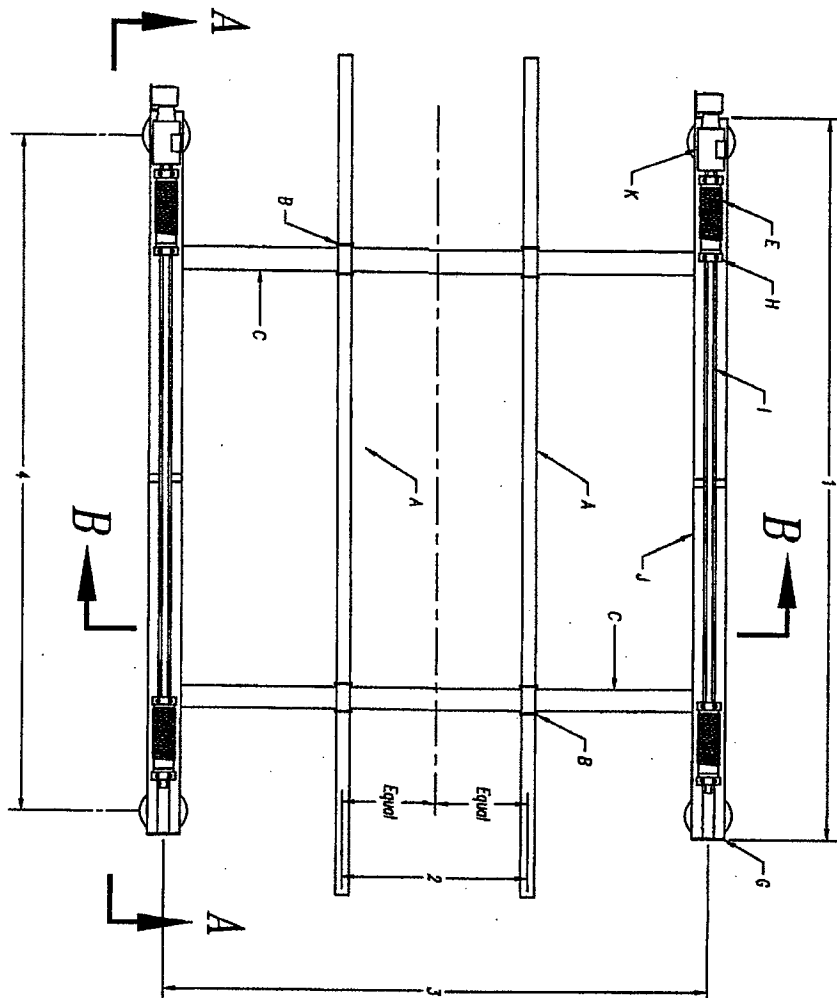
1. All pilings to be driven 8' into strata. If hard strata is encountered, a 2' minimum penetration is required.
2. All hardware to be galvanized or stainless steel.
3. Approved contractor to verify all dimensions. The approved contractor is responsible for all methods, means, sequences and procedures of work.
4. Any deviation &/or substitution from the approved plans herein shall be submitted to the Engineer for approval prior to commencement of work.
5. Elevations shown are based on the North American Vertical Datum of 1988.
6. Design in accordance with 2014 Florida Building Code.

35 5 3500 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 C06052820	4-POST BOAT LIFT FOR: MARCINKEVICH RESIDENCE 77 SOUTH BIRCH ROAD UNIT 8C FORT LAUDERDALE, FL	PREPARED FOR: B & M MARINE CONSTRUCTION, INC. 3500 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 C06052820	James F. Deane Professional Engineer 307 West Commercial Fort Lauderdale, FL 33301 954-571-1100 F00017400
	DATE: _____ DRAWN: AS NOTED CHECKED: _____ APPROVED: _____ SP	Exhibit 1 Page 39 of 79	

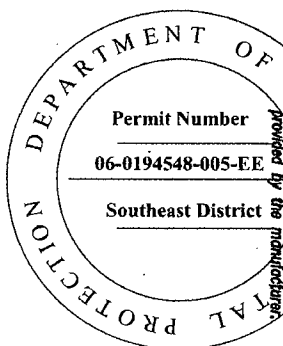
BOATLIFT DETAIL
SCALE: 3/8" = 1'-0"



DTL-1	DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ IN CHARGE: _____	NOTES/REVISIONS: _____ _____ _____ _____	4-POST BOAT LIFT FOR: MARCINKEVICH RESIDENCE 77 SOUTH BIRCH ROAD UNIT 6C FORT LAUDERDALE, FL	PREPARED FOR: B & M MARINE CONSTRUCTION, INC. 3500 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 C9C052820	36	11/27/09 18-0109 10/27/2009 10/27/2009 10/27/2009
	18-0109 10/27/2009 10/27/2009 10/27/2009					



Plan View
Scale: 3/8" = 1'-0"



- General Notes:**
- Design in accordance with Florida Building Code, 5th Edition (2014).
 - This lifting structure has been designed to withstand wind loads associated with speeds of V (ult) = 175 MPH, (3 Second Gust) Exposure 'D' without a boat on the lift per ASCE 7-10 using above ground sign/wall method. The lifting structure including boat has been designed to withstand wind speeds of V (ult) = 75 MPH in Exposure 'D'.
 - Boats shall not be stored on lift during high wind events.
 - Do not scale drawings for dimensions.
 - Licensed Contractor to verify location of existing utilities prior to commencing work.
 - The Licensed Contractor to install and remove all shoring and bracing as required for the proper installation of the work.
 - Licensed Contractor to obtain all permits as necessary from all Local, State, and Federal agencies.
 - Aluminum: Material 6061 T6 Aluminum, all welds are min. 1/4" full fillet weld using 5356 filler alloy, all welding must conform to AWS steel construction manual 13th ED as inspected and verified by others. The contractor is responsible to insulate aluminum members from dissimilar metals to prevent electrolysis.
 - Aluminum members in contact with concrete and wood shall be protected by "Vopars Bituminous Paint" or Polyethylene Tape (LHM (ultra high molecular weight), 11.7 mils (0.30 mm) min. total thickness in accordance with current Florida Building Code. All welds to be covered with Aluminum Paint.
 - All anchors to be Hill Brand or approved Equal. All bolts shall be hot dipped galvanized or stainless steel & meet the requirements of ASTM A304 with hardened washers and hex nuts. Washers shall be used between wood & bolt head & between wood & nut. Where generic fasteners are labeled in details, capacities shall be equal to or greater than Hill Kwik Bolt II or Red Head thru bolts SAE Grade 5 or better. Embedment depths specified herein are depths into solid substrate and do not include thickness of other finishes.
 - These generic plans were engineered in accordance with accepted engineering practices and data provided by the manufacturer.

JUL - 9 2015

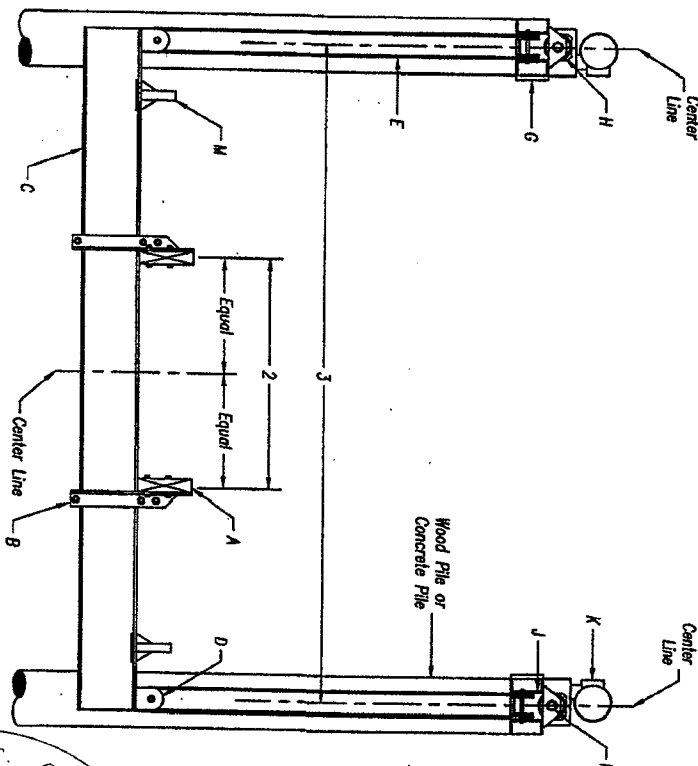
NOT VALID UNLESS SIGNED WITH ORIGINAL ENGINEER'S SIGNATURE AND RAISED EMBOSSED SEAL.
MARK E. WEBER, P.E.
LICENSE #39851 CA 30702

MMW, ENGINEERING, INC
8810 NORTH STATE ROAD 7
COCONUT CREEK, FL 33073
Mob: 561-305-0478 | Ofc: 954-617-8143
WWW.MMWEngineering.net

Proposed 4 - Post Boat Lifts
4,500 lb
to
24,000 lb

NEPTUNE BOAT LIFTS
280 SW 6th Street
Fort Lauderdale, Florida 33303
Phone: 954-524-3618
Fax: 954-524-3604

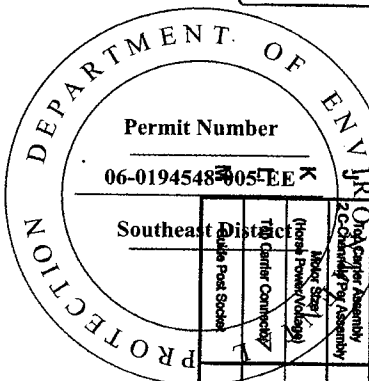
SCALE: 3/8" = 1'-0"
DATE: 05.12.2015
DRAWN BY: WRT
CHECKED BY: MM
JOB No: Neptune 32-4mg
Sheet 1



Typical Cross Section B-B

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

JUL - 9 2015



Components							
LT Capacity (in Pounds)	4,500	7,000	10,000	13,000	16,000	20,000	24,000
Bunk	3"x8" Pressure Treated Southern Yellow Pine #1		3"x10" Pressure Treated Southern Yellow Pine #1		3"x12" PT SYP #1		
Bunk Bracket Support	1"x2"x2"						
Lifter Beam	AA16"x4.7	AA16"x6.3	AA16"x7.0	AA16"x10.3	AA12"x14.3		
Sheave Pulley Plate	1"x6"x6" Angle						
Cable Stay (Stainless Steel)	1/4" Diameter 7x19 SS 304 (1 Part)	1/2" Diameter 7x19 SS 304 (2 Part)	1/2" Diameter 7x19 SS 304 (3 Part)				
Piling Mounting Bracket	1"x3"x1/2" Flat Bar						
Center Beam End Plate	1/2"x6" Flat Bar	1/2"x6" Flat Bar	1/2"x7" Flat Bar	1/2"x6" Flat Bar			
Drive Shaft Bearing Block	2"x6" Flat Bar						
Drive Shaft	1-1/2" Nominal Diameter Schedule 80 Galvanized Pipe						
Drive Shaft Assembly 2200 Channing Pyl Assembly (Horse Power/Voltage)	AA CS 5"x2.2	AA CS 6"x2.8	AA CS 7"x3.2	AA CS 8"x4.3	AA CS 8"x5.6		
120" Center Connector	1"x3"x1/2" Flat Bar						
2"x6" Post Socket	2" Nominal Diameter Schedule 80 Aluminum Pipe						

NOT VALID UNLESS SIGNED WITH ORIGINAL ENGINEER'S SIGNATURE AND RAISED EMBOSSED SEAL

MARK E. WEBER, P.E.
LICENSE #98966 ICA 30702

MW ENGINEERING, INC.
6810 NORTH STATE ROAD 7
COCONUT CREEK, FL 33073
Mob: 561-305-0476 | Ofc: 954-617-8143
WWW.MWEngineering.net

Proposed 4 - Post Boat Lifts
4,500 lb
to
24,000 lb

NEPTUNE BOAT LIFTS
280 SW 6th Street
Fort Lauderdale, Florida 33303
Phone: 954-524-3616
Fax: 954-524-3604

SCALE 3/2
DATE 05.12.2015
DRAWN BY: WWT
CHECKED BY: WWT
JOB No: Enever 2249
Sheet 3



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
4400 PGA BLVD, Suite 500
Palm Beach Gardens, Florida 33410

May 15, 2017

REPLY TO
ATTENTION OF

Regulatory Division
South Permits Branch
Palm Beach Gardens Permits Section
SAJ-2003-12596 (RGP-CGK)

David Marcinkevich
77 South Birch Road #6C
Fort Lauderdale, Florida 33316

Dear Mr. Marcinkevich:

Your application for a Department of the Army permit received on March 24, 2017, has been assigned number SAJ-2003-12596 (RGP-CGK). A review of the information and drawings provided shows the proposed work is project is to install 4 wood pilings, 12 inches in diameter and a 24,000 pound boatlift. The project would affect waters of the United States associated with the Intracoastal Water Way (ICW) adjacent to 77 South Birch Road, Section 12, Township 50 South, Range 42 East, Fort Lauderdale, Broward County Florida.

Your project, as depicted on the enclosed drawings (Attachment A), is authorized by Regional General Permit (GP) SAJ-17. This authorization is valid until April 08, 2018. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-17, which apply specifically to this authorization. The Internet URL address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits". Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action. The following project-specific conditions are included with this authorization:

1. Self-Certification Statement of Compliance: Within 60 days of completion of the work authorized, the enclosed "Self-Certification Statement of Compliance" must be completed and submitted to the U.S. Army Corps of Engineers. Email the completed form to: CESAJ-ComplyDocs@usace.army.mil or mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 4400 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida 33410.

2. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

3. Turbidity controls:

- a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
- c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
- d. Shall not block entry to or exit from designated critical habitat

4. Piling Installation: Installation of pilings greater than 24 inches in diameter, or installation of any size metal piling or sheet piling by mechanical impact hammer is prohibited. All metal piling(s) shall be driven manually.

5. Manatee Conditions: The Permittee shall comply with the enclosed (Attachment B) "Standard Manatee Conditions for In-Water Work – 2011."

6. Sea Turtle and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service's (Attachment C) "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006.

7. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing

activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this NWP/RGP permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife

Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced RGP, please contact Christian Karvounis electronically at Christian.Karvounis@usace.army.mil by telephone at 561-472-3516.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

KARVOUNIS.CH
RISTIAN.GEORG
E.1535773226

Digitally signed by
KARVOUNIS.CH
DN: cn=US, o=U.S. Government,
ou=DoD, ou=PR, ou=ISA,
cn=KARVOUNIS.CH
E.1535773226
Date: 2017.05.15 14:41:09 -0400

Christian Karvounis
Project Manager

Enclosures:

Attachment A: Project Drawings

Attachment B: Manatee Conditions

Attachment C: Sea Turtle and Smalltooth Sawfish Conditions

Copies Furnished:

David Nutter nutt3839@bellsouth.com

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the dates identified in the letter.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: RGP-17
Application Number: SAJ-2003-12596 (RGP-CGK)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging,
etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2003-12596 (RGP-CGK)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFeree-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

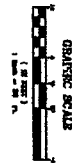
(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

ALL RIGHTS RESERVED BY THE COMPANY ISSUING THIS SURVEY. NO PART OF THIS SURVEY MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE COMPANY ISSUING THIS SURVEY.



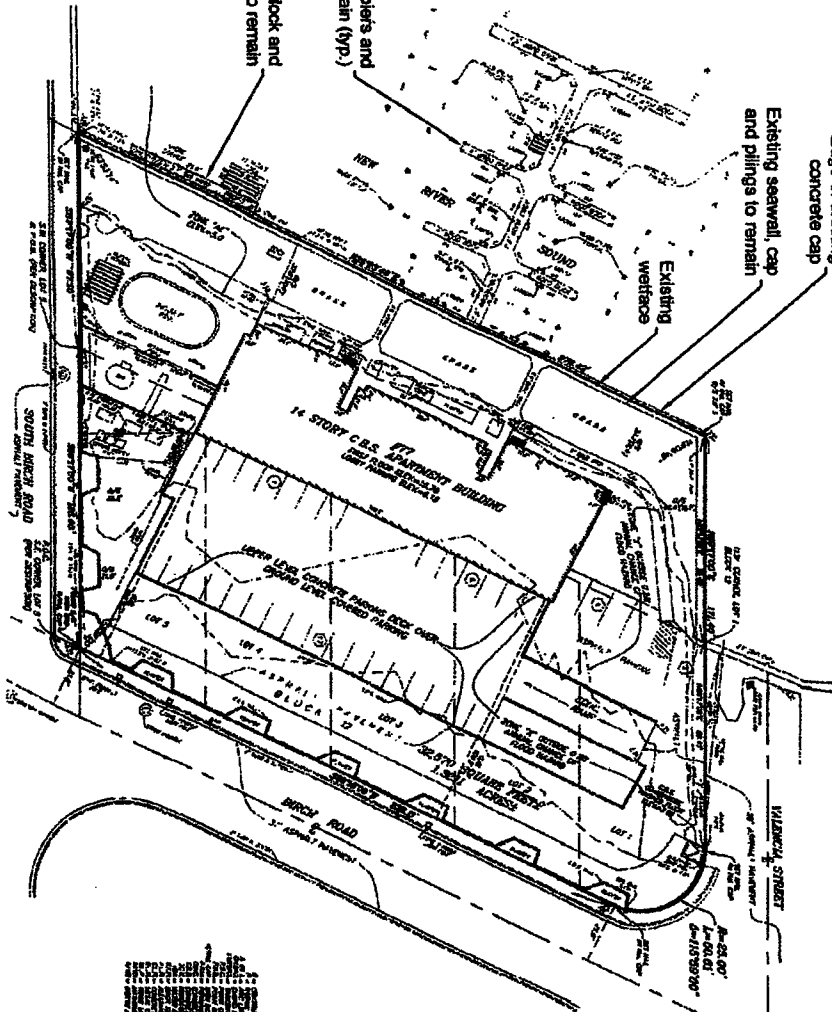
RECORD LAND SURVEY **LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100**

Existing wood piers and wood pilings to remain (typ.)

Existing wood dock and wood pilings to remain

Edge of existing concrete cap
 Existing seawall, cap and pilings to remain

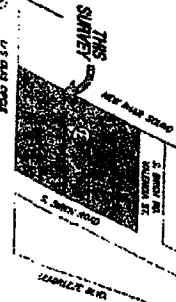
Existing wellface



- 1. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 2. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 3. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 4. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 5. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 6. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 7. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 8. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 9. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.
- 10. The survey was made by the undersigned on or about the 1st day of May, 2004, and the same is hereby certified to be true and correct.

City of Fort Lauderdale
 Planning Department
 1000 N. W. 10th St.
 Fort Lauderdale, FL 33304

EXISTING CONDITIONS
 SCALE 1" = 80'-0"



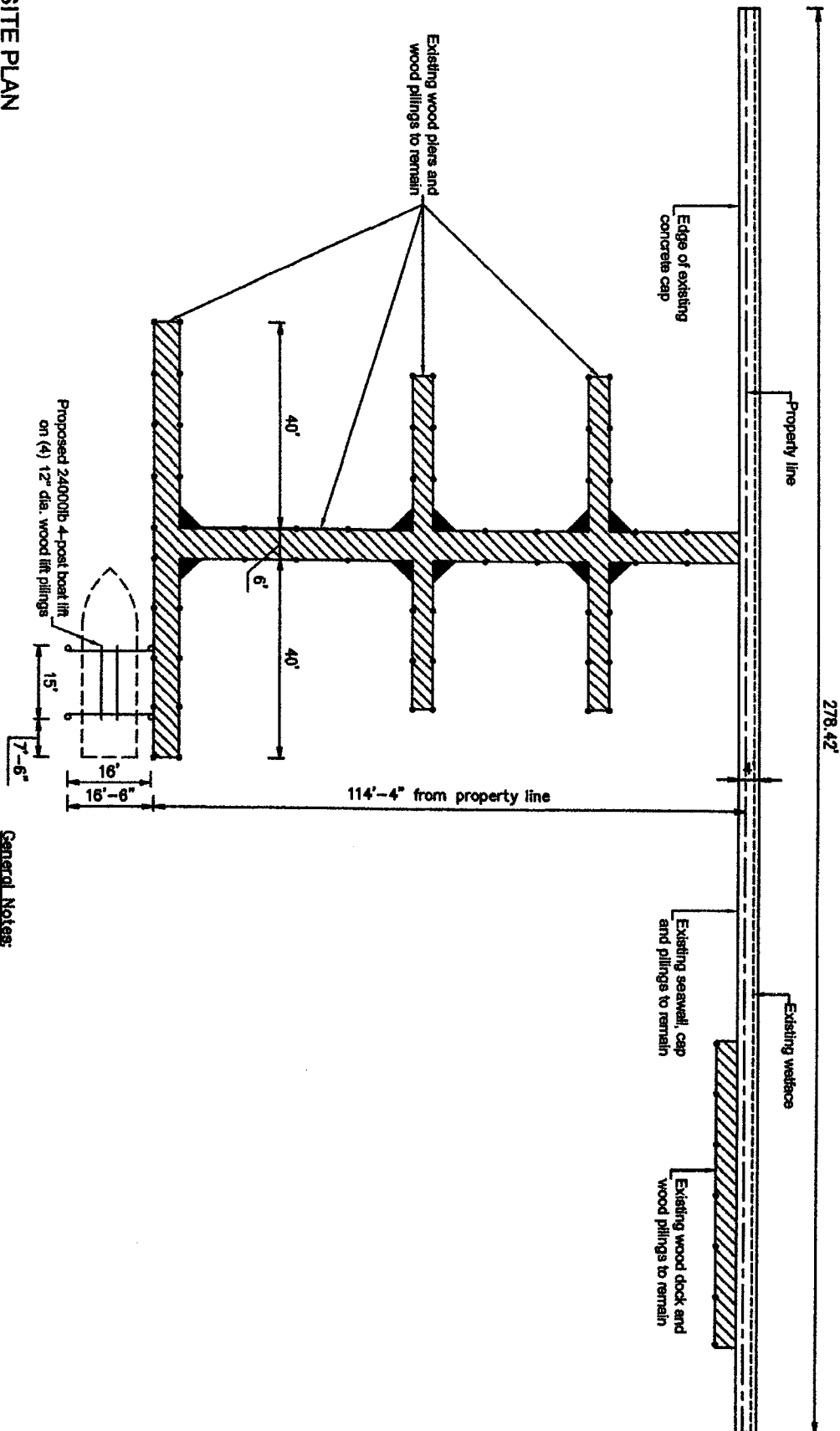
LEGEND
 1. 1" = 80'-0"
 2. 1" = 80'-0"
 3. 1" = 80'-0"
 4. 1" = 80'-0"
 5. 1" = 80'-0"
 6. 1" = 80'-0"
 7. 1" = 80'-0"
 8. 1" = 80'-0"
 9. 1" = 80'-0"
 10. 1" = 80'-0"

CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as the same appears in the files of the City of Fort Lauderdale, Florida, and that I am a duly sworn and qualified surveyor in the State of Florida.

RECORDING INFORMATION
 Survey No. 1000
 Date of Survey 10/1/04
 Date of Recording 10/1/04

EC 3500	BASE AS NOTED	4-POST BOAT LIFT FOR: MARCINKOVICH RESIDENCE 77 SOUTH BIRCH ROAD UNIT 6C FORT LAUDERDALE, FL	PREPARED FOR: B & M MARINE CONSTRUCTION, INC. 3500 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 GGC052820	CAM 18-0109 Exhibit 1 Page 51 of 79
	47			

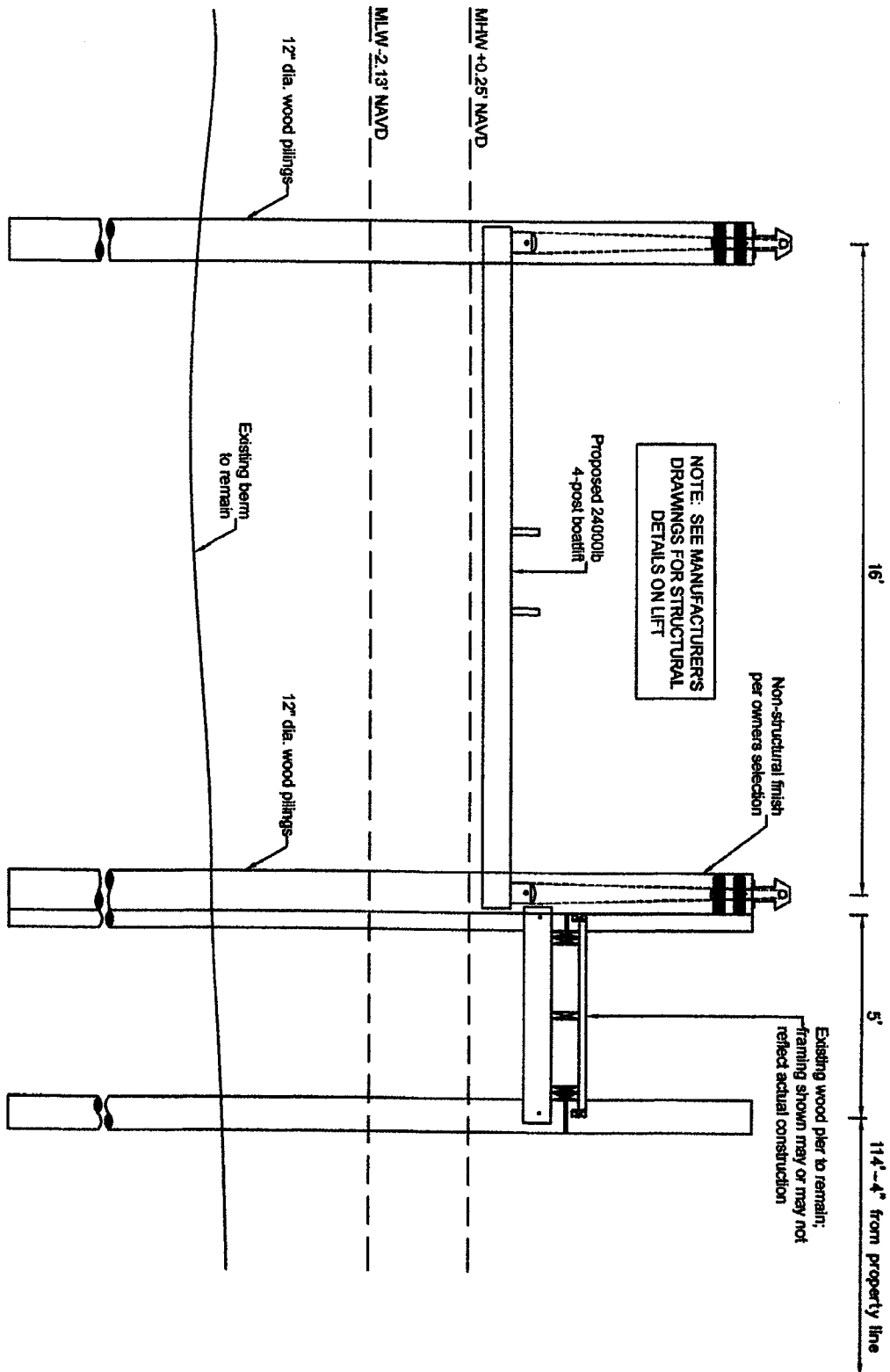
SITE PLAN
SCALE: 1" = 20'-0"



General Notes:

1. All pilings to be driven 8' into strata. If hard strata is encountered, a 2' minimum penetration is required.
2. All hardware to be galvanized or stainless steel.
3. Approved contractor to verify all dimensions. The approved contractor is responsible for all methods, means, sequences and procedures of work.
4. Any deviation &/or substitution from the approved plans herein shall be submitted to the Engineer for approval prior to commencement of work.
5. Elevations shown are based on the North American Vertical Datum of 1988.
6. Design in accordance with 2014 Florida Building Code.

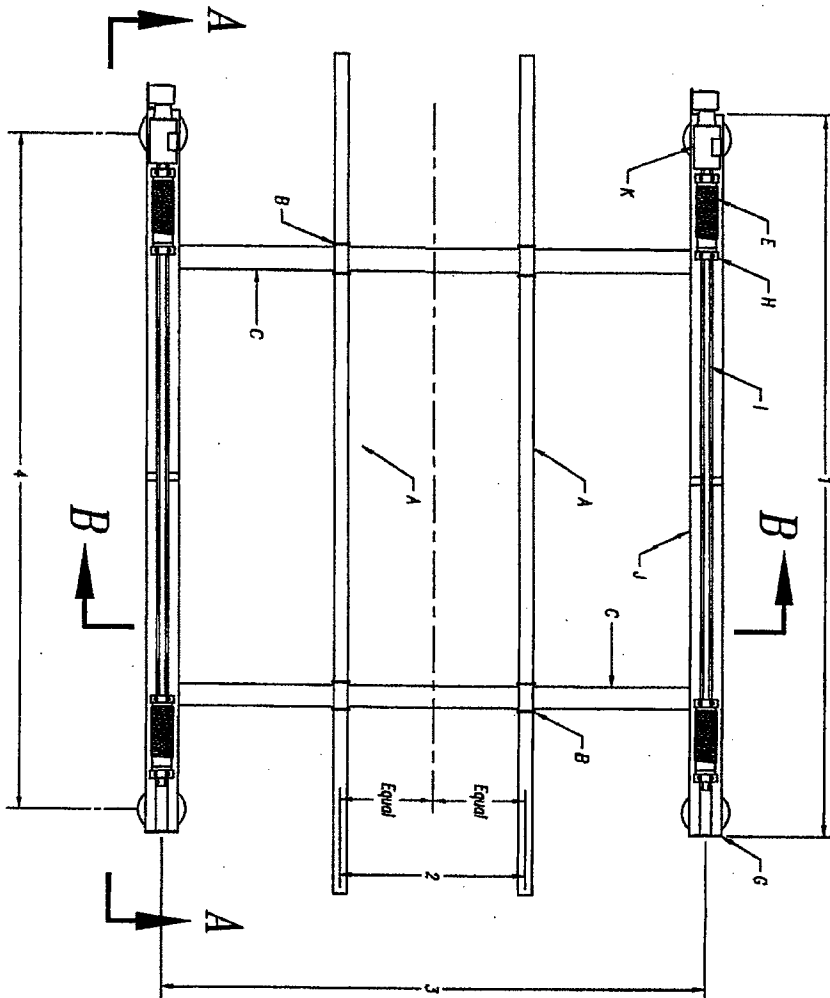
<p>DATE: _____</p> <p>BY: _____</p> <p>FOR: _____</p> <p>SP</p>	<p>4-POST BOAT LIFT FOR: MARCINKEVICH RESIDENCE 77 SOUTH BIRCH ROAD UNIT 6C FORT LAUDERDALE, FL</p>	<p>PREPARED FOR: B & M MARINE CONSTRUCTION, INC. 3800 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 C6C052820</p>	<p>Professional Engineer JAMES F. DOWD 355 West Palm Beach Blvd. Palm Beach, FL 33411 1/26/2017</p>
	<p>49</p>	<p>CM 10-0-109</p>	<p>Exhibit 1</p>



BOATLIFT DETAIL

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

DTL-1	DATE 08/18/2018	NOTES/REVISIONS	4-POST BOAT LIFT FOR: MARGINEVICH RESIDENCE 77 SOUTH BIRCH ROAD UNIT 8C FORT LAUDERDALE, FL	50	PREPARED FOR: B & M MARINE CONSTRUCTION, INC. 3500 S.W. 14TH STREET DEERFIELD BEACH, FL 33442 954-421-1700 C6C052820	FL 0510 CAM 18-0109 359 West International Ocala, FL 33455 352-287-1000 10/27/2018	Exhibit 1
	REVISIONS 01 AS NOTED						

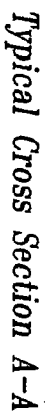


Plan View
Scale: 3/8" = 1'-0"

JUL - 9 2015

- General Notes:**
- Design in accordance with Florida Building Code, 5th Edition (2014).
 - This lifting structure has been designed to withstand wind loads associated with speeds of V (mph) = 175 MPH. (3 Second Gust) Exposure "D" without a boat on the lift per ASCE 7-10 using above ground sign/wall method. The lifting structure including boat has been designed to withstand wind speeds of V (mph) = 73 MPH in Exposure "D".
 - Boats shall not be stored on lift during high wind events.
 - Do not scale drawings for dimensions.
 - Licensed Contractor to verify location of existing utilities prior to commencing work.
 - The Licensed contractor to install and remove all shoring and bracing as required for the proper installation of the work.
 - Licensed Contractor to obtain all permits as necessary from all Local, State, and Federal agencies.
 - Aluminum: Material 6061 T6 Aluminum, all welds are min. 3/4" full fillet weld using 5356 filler alloy, all welding must conform to AWS steel construction manual 13th ED as inspected and verified by others. The contractor is responsible to insulate aluminum members from dissimilar metals to prevent electrolysis.
 - Aluminum members in contact with concrete and wood shall be protected by "Koppers Bituminous Paint" or Polyethylene Tape JHMW (ultra high molecular weight), 11.7 mils (0.30 mm) min. total thickness in accordance with current Florida Building Code. All welds to be covered with Aluminum Paint.
 - All anchors to be Hilli Brand or Approved Equal. All bolts shall be hot dipped galvanized or stainless steel & meet the requirements of ASTM A304 with hardened washers and hex nuts. Washers shall be used between wood & bolt head & between wood & nut. Where generic fasteners are labeled in details, capacities shall be equal to or greater than Hilli Kwik Bolt II or Red Head thru bolts SAE Grade 5 or better. Embedment depths specified herein are depths into solid substrate and do not include thickness of other finishes.
 - MW Engineering has no control of the manufacturing, performance or installation of this product. These generic plans were engineered in accordance with accepted engineering practices and data provided by the manufacturer.

DATE	APPROVED	NOT VALID UNLESS SIGNED WITH ORIGINAL ENGINEER'S SIGNATURE AND RAINED EMBOSSED SEAL	MW ENGINEERING, INC 8810 NORTH STATE ROAD 7 COCOA BEACH, FL 32903 Mob: 881-305-0476 Ofc: 854-617-8143 WWW.MWEngineering.net	Proposed 4 - Post Boat Lifts 4,500 lb to 24,000 lb	NEPTUNE BOAT LIFTS 280 SW 6th Street Fort Lauderdale, Florida 33303 Phone: 954-624-3816 Fax: 954-624-3804	SCALE: 3/8" = 1'-0" DATE: 05.12.2015 DRAWN BY: WRT CHECKED BY: WRT JOB NO: BWPW 224mg Sheet 1
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Scale: $3/8" = 1' = 0"$

JUL -9 2015

Mounting Bracket Detail

(2) $\frac{1}{2}$ " Lag Bolts into Wood Piles

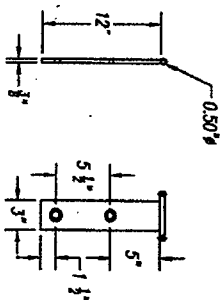
4" Minimum Embedment

Center Line of Pile (Typical)

Concrete Piles

(2) $\frac{1}{2}$ " Wedge Anchors into Concrete Piles

4" Minimum Embedment



SCALE:	32
DATE:	05.12.2015
DRAWN BY:	WRT
CHECKED BY:	WM
JOB No: E240401 32.dwg	
Sheet 2	

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



This Instrument Prepared By:
Christopher Crenshaw
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 060010706

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Portofino-On-The-Intracoastal Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 12, Township 50 South, Range 42 East, in the Intracoastal Waterway, Broward County, Florida, containing 14,618 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 5, 2004 and July 16, 2010

TO HAVE THE USE OF the hereinabove described premises from April 1, 2016, the effective date of this lease renewal, through April 1, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 18-slip private residential multi-family docking facility to be used exclusively for mooring of recreational vessels and personal watercraft vessels in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 06-0194548-003, dated January 11, 2005, and Permit Exemption No. 06-0194548-004, dated August 17, 2010 incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[05]

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$0.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit and permit exemption referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 30119, Page 1166, Public Records of Broward County, Florida, as amended from time to time, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 30119, Page 1166, Public Records of Broward County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Portofino-On-The-Intracoastal Condominium Association, Inc.
77 South Birch Road
Fort Lauderdale, Florida 33316

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 30119, Page 1166, Public Records of Broward County, Florida, as amended from time to time, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 30119, Page 1166, Public Records of Broward County, Florida, as amended from time to time. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

Original Signature

Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

James L. Hise 3/15/16
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Original Signature

KRISTY MAU

Typed/Printed Name of Witness

Original Signature

SLAVISA BRUIC

Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Broward

Portofino-On-The-Intracoastal Condominium Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: Clark A. Rechkemmer Pres.
Original Signature of Executing Authority

Clark Rechkemmer

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by Clark Rechkemmer as President of Portofino-On-The-Intracoastal Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires: 06/04/2017

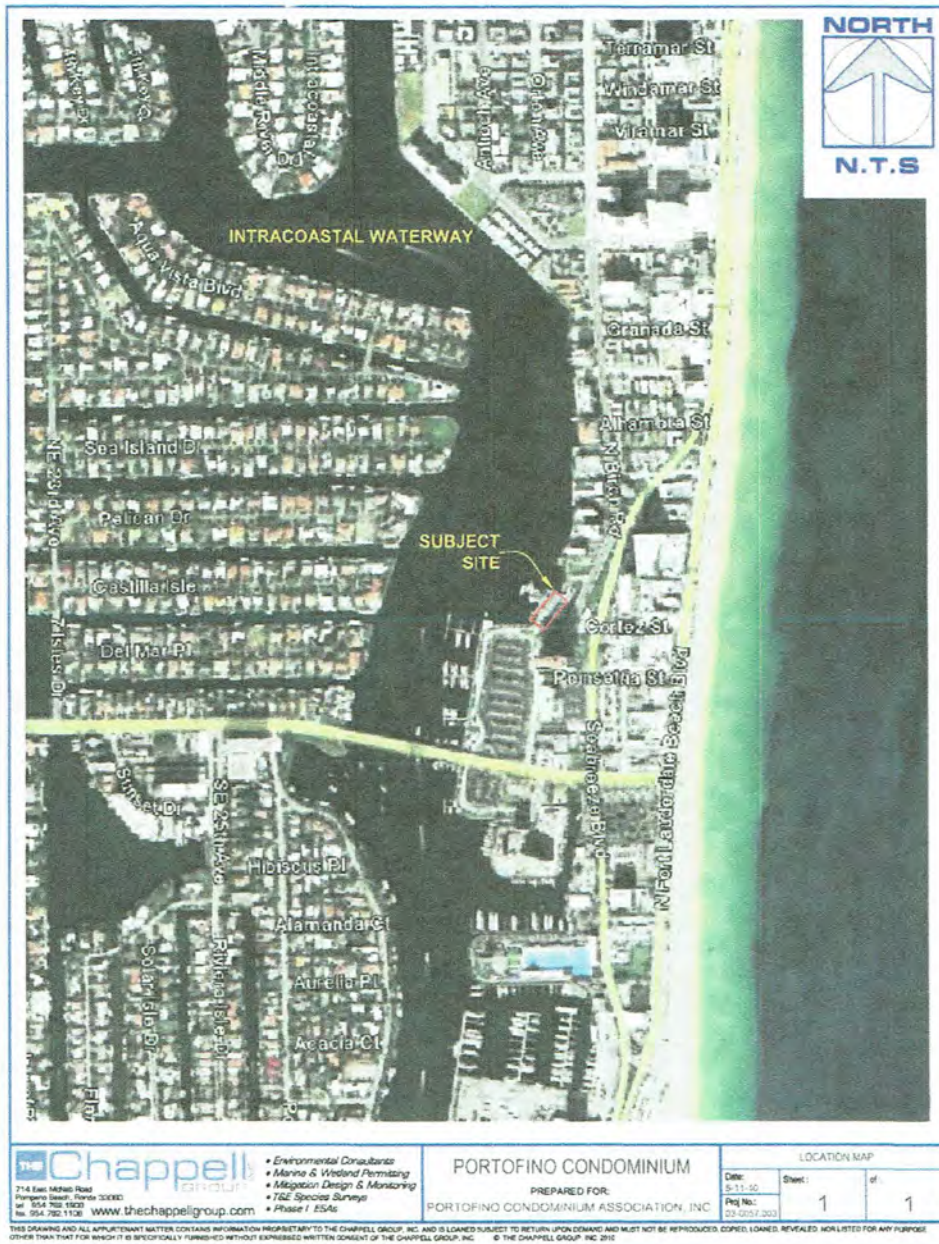
[Signature]
Signature of Notary Public

Notary Public, State of Florida

Martin Reategui
Printed, Typed or Stamped Name

Commission/Serial No. FFD23830





LEGAL PURPOSE LOCATION SURVEY SUBMERGED LAND SURVEY

BEING A PORTION OF
SECTION 12, TOWNSHIP 50 SOUTH,
RANGE 42 EAST, BROWARD COUNTY, FLORIDA
LYING WITHIN THE INTRACOASTAL WATERWAY
FOR:

PORTIFINO ON THE INTRACOASTAL

DEPARTMENT OF NATURAL RESOURCES
060010706

LEGAL DESCRIPTION

A Parcel of submerged land in the Intracoastal Waterway (New River Sound), being a portion of the Northeast one-quarter (NE 1/4), of Section 12, Township 50 South, Range 42 East, Broward County, Florida, lying West of Lots 1, 2, 3, 4 and 5, LAUDER DEL MAR, according to the plat thereof, as recorded in Plat Book 7, Page 30, of the public records of Broward County, Florida, said submerged lands more fully described as follows:

Commencing at the Southwest corner of said Lot 5, being 125.00 feet Westerly of the Southeast corner of said Lot 5; thence South 89°22'43" West, on the Westerly extension of the South line of said Lot 5, a distance of 88.10 feet; thence North 25°36'50" East, on the wet-face of an existing 2.00 foot seawall cap, a distance of 20.00 feet to the Point of Beginning (1); thence continuing North 25°36'50" East, on said wet-face, a distance of 58.50 feet to a Reference Point "A"; thence North 64°23'10" West, a distance of 16.25 feet; thence South 25°36'50" West, a distance of 56.50 feet; thence South 64°23'10" East, a distance of 16.25 feet to the Point of Beginning (2).

TOGETHER WITH:

Commencing at the aforementioned Reference Point "A"; thence North 25°36'50" East, on the said wetface of existing 2.00 foot seawall cap, a distance of 65.00 feet to the Point of Beginning (2); thence continuing North 25°36'50" East, on said wet-face, a distance of 66.00 feet; thence North 64°23'10" West, a distance of 24.00 feet; thence North 25°36'50" East, a distance of 15.00 feet; thence North 64°23'10" West, a distance of 39.00 feet; thence North 25°36'50" East, a distance of 20.00 feet; thence North 64°23'10" West, a distance of 46.00 feet; thence South 25°36'50" West, a distance of 25.00 feet; thence North 64°23'10" West, a distance of 24.60 feet; thence South 25°36'50" West, a distance of 85.00 feet; thence South 64°23'10" East, a distance of 24.60 feet; thence South 25°36'50" West, a distance of 25.00 feet; thence South 64°23'10" East, a distance of 48.00 feet; thence North 25°36'50" East, a distance of 20.00 feet; thence South 64°23'10" East, a distance of 39.00 feet; thence North 25°36'50" East, a distance of 15.00 feet; thence South 64°23'10" East, a distance of 24.00 feet to the Point of Beginning (2).

Said Submerged Lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 14,618 square feet or 0.3356 acres more or less.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 14,673 square feet or 0.3368 acres more or less.

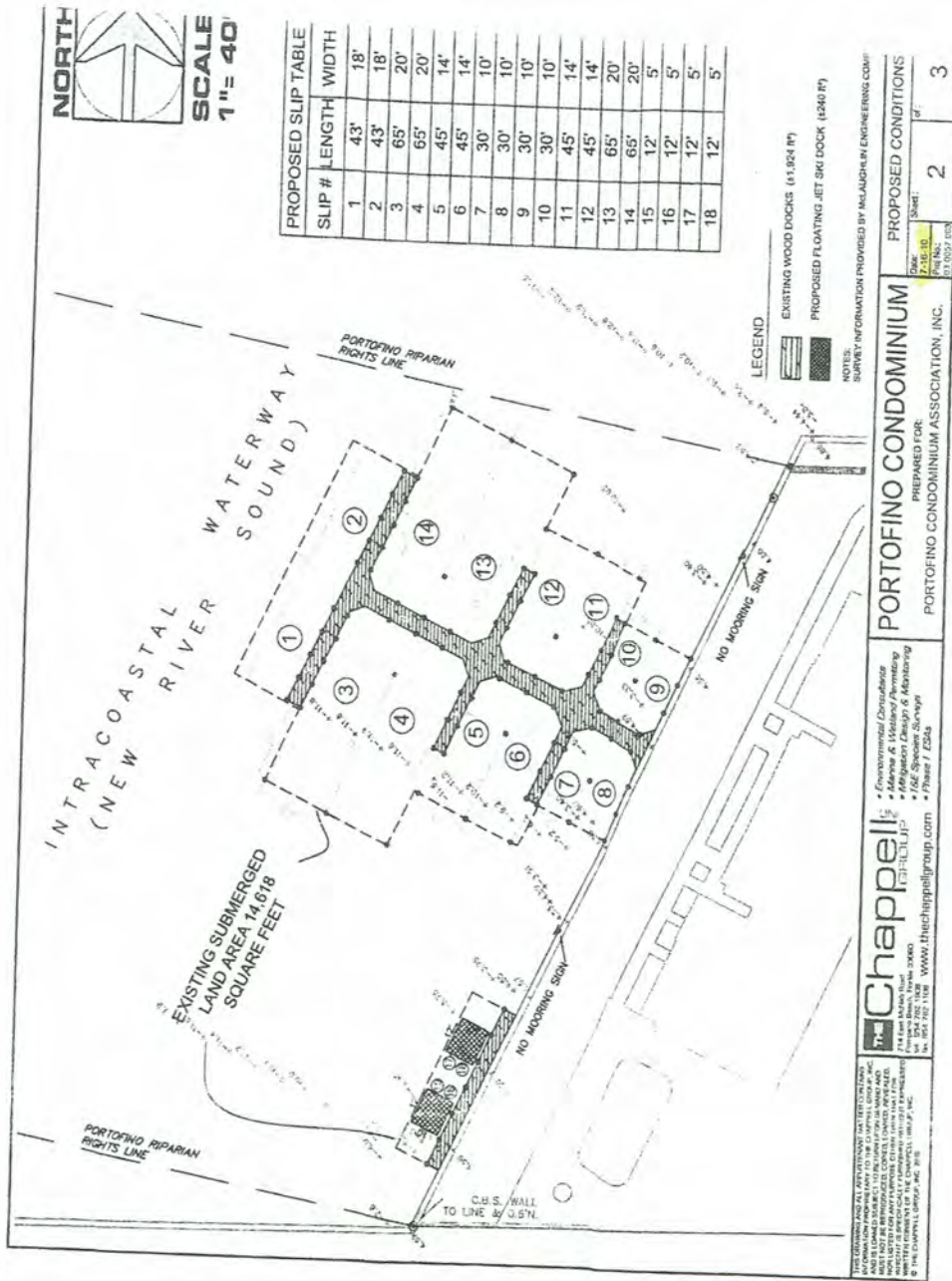
We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21HH-8 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida this 13th day of August, 1992.
Revised to show wood piling and additional premoled area this 1st day of September, 1992.

Revised Submerged Lands limits and additional waterway elevations taken, this 4th day of December, 2001 (NOT RESURVEYED).

Revised to show proposed dock and dolphin piling this 11th day of March 2002.

Final as-built location of dockage and dolphin piling made this 20th



PORTIFINO ON THE INTRACOASTAL

DEPARTMENT OF NATURAL RESOURCES
060010706

[illegible][illegible]

total Submerged Lands allocate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 14,816 square feet or 0.3356 acres more or less.

total trade volume, which was just below the City of New York's, and the City of Los Angeles, and just above the City of Chicago. The City of New York's total trade volume was \$1.2350 billion more than the City of Chicago's.

McLAUGHLIN ENGINEERING COMPANY
JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5286

ALD A. McLANE, JR.



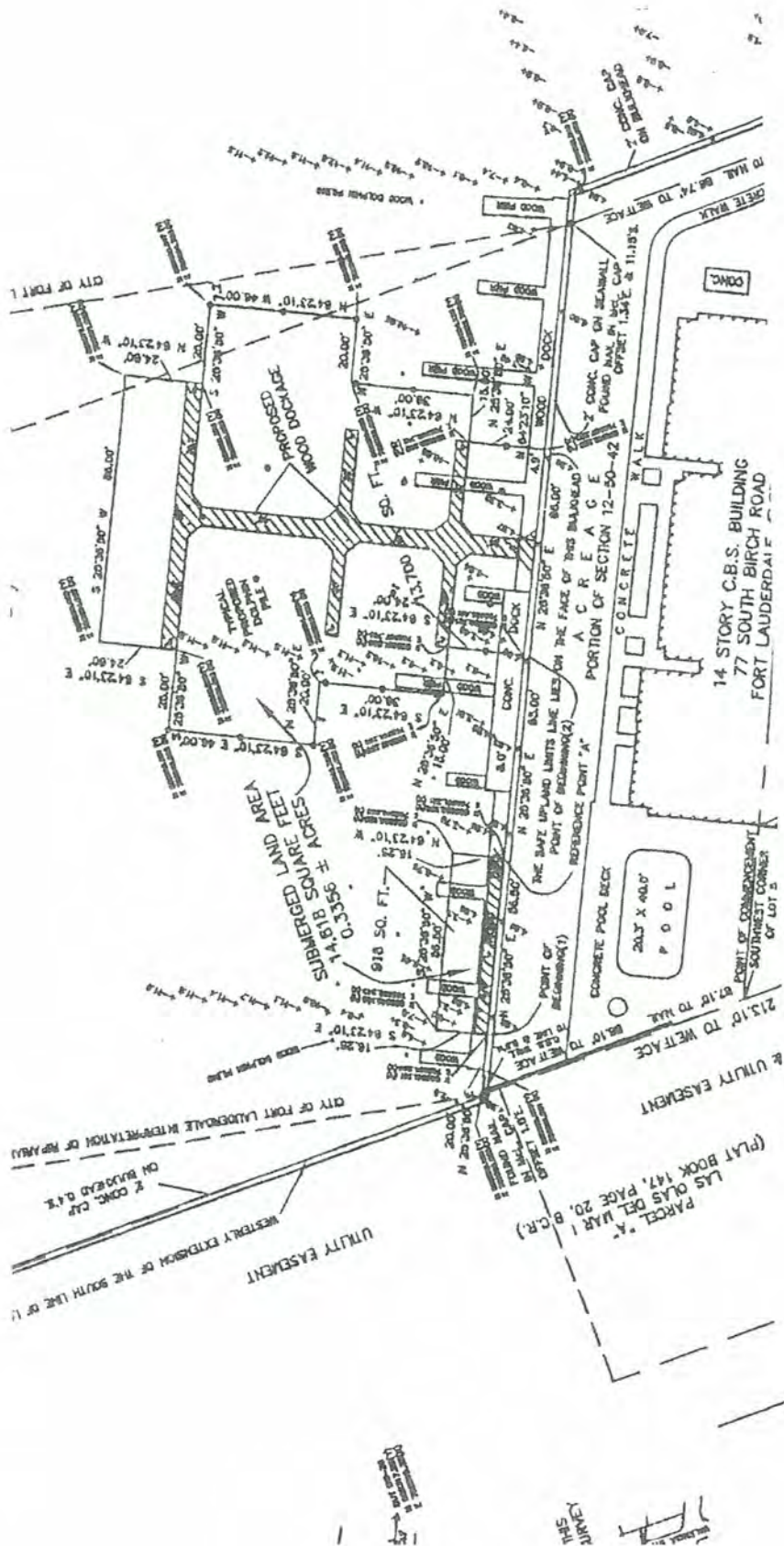
- 1) This priority was not destroyed for easements, reservations or rights-of-way of any kind.

^a - S.D.

(10) The surveyors interpretation of riparian rights lines shown herein, are based on the generally accepted method in this area. The projection of the upward property lines may be the most equitable division of riparian rights.

198C NOTE:
 DRAWN BY: BAUER
 CHECKED BY: CA
 JOB ORDER NO.: 4-1972, 3-2620, 3-6772, 7-2063, 3-2282
 FIELD BOOK NO.: 18F28-25, A PART

RECEIVED
NOV 16 2004
PT OF ENV PROTECTION
WEST PALM BEACH



**PORTOFINO ON THE INTRACOASTAL
CONDOMINIUM ASSOCIATION, INC.
BOARD OF DIRECTORS REGULAR MEETING
MAY 22, 2017 MINUTES**

MEETING PLACE: Portofino Recreation Room

DIRECTORS PRESENT: Clark Rechkemmer and Kristy Mau.
By phone: Slav Brkic, Darlene Marcinkevich and
Barbara Wolf

MANAGEMENT PRESENT: Durae Welch, Assistant Director of Operations
Ronelle Ray, Property Manager

I. Call to Order and verification of quorum

The meeting was called to order at 6:00PM by Clark Rechkemmer who advised that proof of notice was mailed, emailed and posted by Ronelle Ray, Property Manager. A full roll call was taken and quorum was verified.

II. Approval of Minutes

Minutes were approved. Motions passed 4-0

III. President's report

Clark Rechkemmer welcomed new team members Ronelle Ray, property manager, Durae Welch, Assistant Director of Operations, Jackie Ely maintenance/porter and Jorje Sarasti building engineer with Marquis Association Management. Marquis started management of Portofino on May 1st 2017. Clark stated that the office will be closed on Monday the 29th of May in observation of Memorial Day.

IV. Financial Report

Durae Welch mentioned that the April financial report was not received from First Service Residential (FSR) as of yet. Once the April and May financials are received they will be furnished the at the June 26th meeting.

V. Committee Reports

Dock Committee Report– Brian Justice the Chairman of the Boat Committee mentioned electrical issues. He reported that there are two boats that are not getting enough voltage and they are experiencing surge issues Jim McConville mentioned that he hired an electrician to take a look at the voltage coming from his pedestal because he thought he was not getting enough voltage. Turns out he's getting 210 volts and the dock is wired for 208 volts.

Brian continued reporting that there is an electrolysis problem. He mentioned putting his boat in the water for 8 hours and the zinc were 10%-15% gone after 8 hours. Clark recommended contacting Wards Electrical and for Brian to accommodate the inspection on the dock with management. Kristy Mau responded in agreement. Lastly Brian recommended that the dock be painted. Clark suggested putting this in Jackie's task list.

Budget Committee – Tom Wolf stated that they do not have a report as they are waiting on bids for the lobby from Dalia to come in.

ByLaws Committee – Kristy Mau stated that she has the last go around from the attorneys giving her all the updates they needed for the association. She recommended for property manager Ronelle Ray to send all residents an email blast requesting them to send her their suggestion on changes needed to the Bylaws and The Rules and Regulations by the end of June. Kristy Mau plans to issue the new Rules and Regulation by the September Board meeting.

VI. Old Business:

Berlin Design –

Dalia has not received bids yet. However, she suspects to have 3-4 bids from various contractors in about 10 days. Once the budgets are received the budget committee will add other major items of repair to the budget. Clark discussed that the pressure washing of the building that would cost around \$15,000-20,000, and a security recommendation plan from Marquis Association Management to be folded into a budget plan for the next 12-18 months. Kristy mentioned that the design in the lobby is not an exact rendering of what the colors

and furniture in the lobby will look like. Nothing is finalized yet until the bids come in.

Marina Expansion project- Clark Rechkemmer mentioned his attendance to the City meeting about forming a coalition with the surrounding associations regarding making their voices heard with the city. The city has continued to postpone the approval of the master lease. All associations involved would like strong language in the master lease as it pertains to the operation of the restaurant. The next city meeting will be in June and Clark recommends the association align with the coalition. Kristy Mau agreed.

Post Tension Cabling-Ronelle Ray stated that she had bids from Pro-Max and General Building Services. Clark Rechkemmer stated he would like Orland's opinion on which company he would prefer to go with before moving forward. This will be approved at the next special meeting.

Final Audit 2016- Has been received from FSR and will be up on BuildingLink once rolled out the end of June.

Fire Pump-Ronelle Ray stated that we have two bids and awaiting the 3rd for the board to consider.

Scheduling concrete repair of upper deck by RTI- To be scheduled for a date in late June. Kristy recommended for Ronelle to send a separate email to all unit owners to advise on who parks their vehicle on the upper deck.

Front Gate Repair- Waiting on AT&I to give us a date to start the repairs.

Replace North Dock Camera- Has been replaced.

Elevator Repair – Motion Elevator has received payment and we are waiting on a start date to begin repairs. Clark suggested giving residents 48 hours notice. Kristy suggest having Motion Elevator do their annual inspection in June (instead of August) while they are out to repair the rollers.

Spa Heat Pump- The pump was installed successfully on 05/01/17 and the 10-year warranty will be completed online.

VII. New Business:

Insurance renewal Policy – Clark Rechkemmer stated that the market continues to be soft and the policies received are all considerably less than last year. The association paid approximately \$90,000 last year and it's projected to have an increase in coverage and lower rates this year.

Approval of Marquis Modification Package– Kristy Mau made a motion to approve interior and exterior renovation package. The motion was seconded by Darlene Marcinkevich. Barbara Wolf and Clark Rechkemmer ruled in favor of moving forward with the modification packages. Motion passed 4-0

Security Issues from May 2nd event– Clark Rechkemmer announced that the Board requested Marquis to present a complete comprehensive security plan on measures to increase the security at the property. The request was accepted. Rydan Security and Investigations will be the company conducting the security plan.

Durae Welch mentioned that on May 2nd there was an intruder in the garage. There were a few reports of cars being broken into however nothing was reported stolen. After extensive research of the security camera the intruders point of entry was not clear. A police report was filed with the city of Fort Lauderdale.

Sealing of pavers in the pool area –Clark Rechkemmer stated that we should start getting materials and move forward with the sealing of the bids.

Boat lift for 9s–Clark Rechkemmer calls a motion to approve the installation of the lift for 9s. Kristy Mau calls motion to accept installation of the lift with addition to the letter received by Darlene Marcinkevich. Barbara seconds the motion. Motion is carried 3-0 in favor

Welcome Mailing to all residents– Durae Welch stated that Marquis Cooperate office sent out welcome packages which included information on where residents can send their

quarterly assessments, unit information sheet and a certificate of voting rights.

VII. Open Forum:

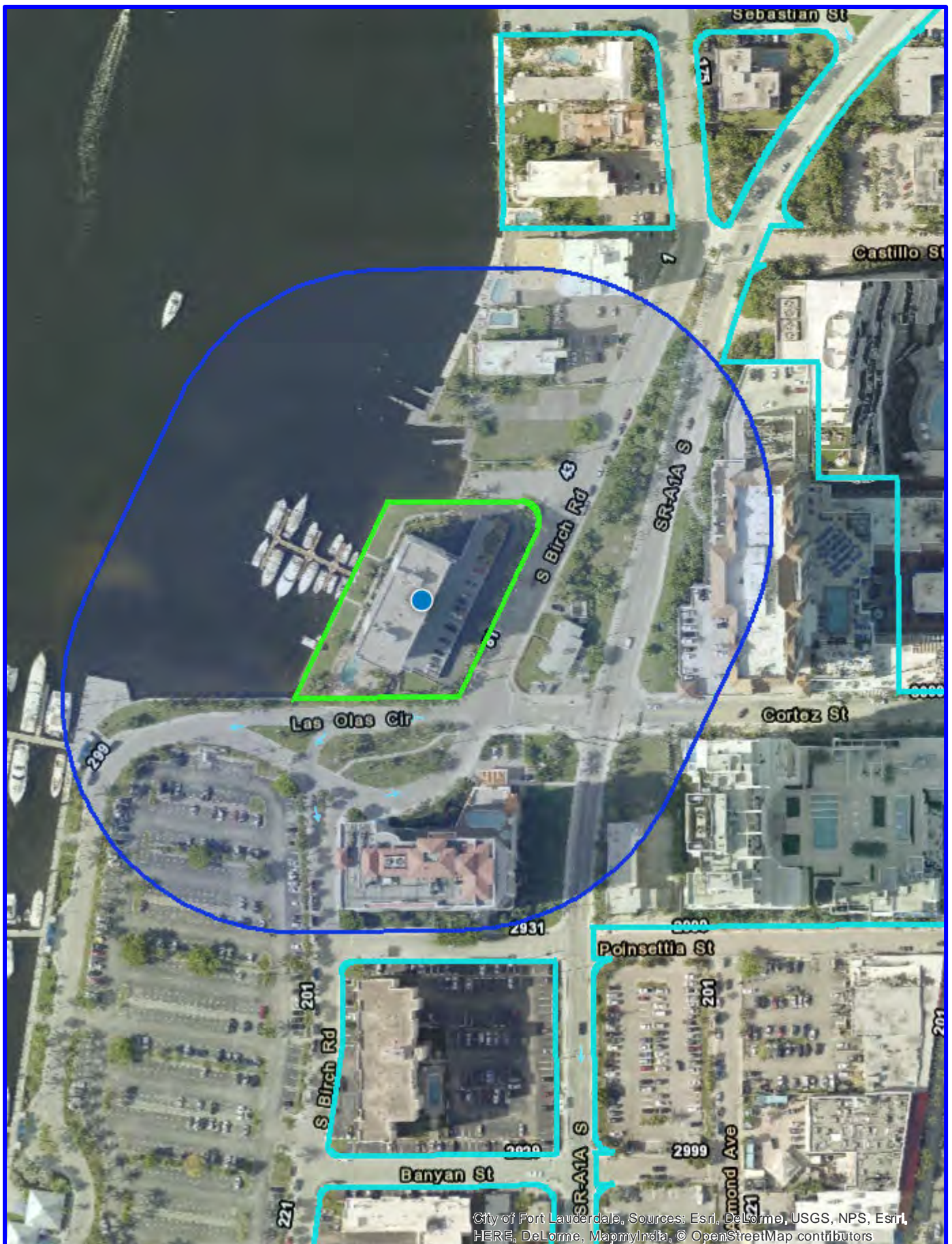
Various residents asked for clarification on what company will repair the upper deck and about the electric surge at the dock.

VIII. Announce Date of Next Meeting – Clark Rechkemmer announced that the date of the next meeting will be held on Monday June 26, 2017 at 6:00 PM. No meeting will be held in July.

XI. Adjournment - Being no further business before the Board, Clark Rechkemmer asked for a motion to adjourn. Kristy Mau made the motion, Barbara Wolf seconded and the motion was approved unanimously. The meeting was adjourned at 7:010 PM.

Respectfully Submitted,

Ronelle Ray
Property Manager



CITY OF FORT LAUDERDALE

Map Created by GIS Mailer

77 S Birch Road



0 90 180 Feet

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Fort Lauderdale

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