

ITEM V

MEMORANDUM MF NO. 18-01

DATE: January 15, 2018
TO: Marine Advisory Board
FROM: Andrew Cuba, Manager of Marine Facilities
RE: February 1, 2018 MAB - Dock Waiver of Distance Limitations
-Carol and Cataldo Company Inc. / 826 NE 20th Avenue

Attached for your review is an application from Carol and Cataldo CO Inc. / 826 NE 20th Avenue (see **Exhibit 1**).

APPLICATION AND BACKGROUND INFORMATION

The applicant is requesting approval for the installation of (1) wood finger pier and two (2) double mooring piles. The distances these structures extend from the property line into the Middle River is shown in the survey in **Exhibit 1** and summarized in **Table 1** below:

TABLE 2

PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING A WAIVER
Finger Pier (#1)	+/-56'5"	25'	+/-31'5"
Two Double Mooring Piles (#2)	+/-68'5"	25'	+/-43'5"

ULDR Section 47-19.3 C. limits the maximum distance of mooring structures to 25 feet or 25% of the width of the waterway, whichever is less. Section 47.19 D. limits the maximum distance of mooring piles to 25 feet, or 30% of the width of the waterway, 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 specified that the extra distance for the finger pier and double mooring piles is necessary for safely mooring existing vessels, especially during high wind events and severe weather and that there is an extraordinary width of the waterway at this location. In addition, the proposed finger piers are necessary for safely boarding and disembarking the resident's vessels.

PROPERTY LOCATION AND ZONING

The property is located within the ROA Limited Residential / Office / Medium High Density Zoning District. It is situated on the Middle River where the proposed mooring piles

distance to the wet face on the opposite side of the Middle River is +/- 231.5 feet, according to the Summary Description provided in **Exhibit 1**.

DOCK PLAN AND BOATING SAFETY

Marine Facilities records reflect that there have been seventeen (17) waivers of docking distance limitations approved by the City Commission since 1983 in the immediate area. A comparison of these as shown in **Table 2** including the maximum distances of all structures extending into the Middle River follows:

TABLE 2

DATE	ADDRESS	MAXIMUM DISTANCE
March 1983	834 N.E. 20 th Avenue	Pilings – 45'
April 1983	714 N.E. 20 th Avenue	Pilings – 45' Piers – 37'
July 1985	808 N.E. 20 th Avenue	Pilings – 48' Piers – 38'
January 1990	840 N.E. 20 th Avenue	Pilings – 48' Pier – 48'
September 1992	738 N.E. 20 th Avenue	Pilings – 75' Pier – 39'
November 2007	810 N.E. 20 th Avenue	Pilings – 68' Piers – 73'
January 2008	852 N.E. 20 th Avenue	Pilings – 86' Pier – 49'
October 2008	714 N.E. 20 th Avenue	Pier – 108'
November 2012	810 N.E. 20 th Avenue	Pilings- 124.4'
May 2013	720 N.E. 20 th Avenue	Pilings-80' Pier-42'
May 2013	816 N.E. 20 th Avenue	Pilings-112.4'
March 2014	704 N.E. 20 th Avenue	Pilings – 125'
October 2014	720 N.E. 20 th Avenue	Pilings-125'
November 2014	726 N.E. 20 th Avenue	Pilings-125'
February 2015	824 N.E. 20 th Avenue	Pilings-106.3'
January 2016	900/910 N.E. 20 th Avenue	Pilings – 80.3'
November 2017	800 N.E. 20 th Avenue	Pilings – 100'

RECOMMENDATIONS

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

1. The applicant is required to comply with all applicable building and zoning regulations as well as any other Federal and State laws and permitting requirements including the Broward County Environmental Protection and Growth Management Department, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.
2. 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 City Staff with copies of "As Built" drawings from a certified and licensed contractor.
3. The applicant is required to install and affix reflector tape to the proposed mooring piling clusters in accord with Section 47.19.3.E of the Unified Land and Development Regulations (ULDR).

AC
Attachment

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

Exhibit I

Application for Waterway Waiver

EXHIBIT 1

**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: CARROLL & CATALDO CO INC

TELEPHONE NO: 954-522-6416 954-552-6446 FAX NO. 954-524-0555
(home) (business)

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

3. TYPE OF AGREEMENT AND DESCRIPTION OF REQUEST:

The applicant request a waiver a proposal of finger pier dock and mooring piles installed aprox 58' from property line into the water way to allow for vessels be docked perpendicular to seawall

4. SITE ADDRESS: 826 NE 20 AVE ZONING: RB-8

LEGAL DESCRIPTION: LOT 17. GATEWAY PARK. PLAT BOOK 25, PAGE 43, BCR

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

Warranty deed, project plans, site photographs, survey areal exhibit.

Applicant's signature 

11/2/18
Date

The sum of \$ 300.00 was paid by the above-named applicant on the _____ of _____, 2018 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 _____

Exhibit II
Table of Contents

Table of Contents

	Page
Warranty Deed	1
Proposed Project Plans	2
Zoning Aerial	3
Summary of Project Description	4
Site Photographs	5
Waterway Distance Exhibit	6
Letters of Support	7

95-200884 T#001
05-12-95 05:07PM

This instrument prepared by: **Walter Morgan**

W/C TRI-COUNTY for: -

Morgan, Olsen & Olsen
315 N.W. 3rd Ave Ste 200
Fort Lauderdale, FL 33301

\$ 2072.00
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT
COUNTY ADMIN.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, made this / day of May 1995. Between

KAY CORSON GILBERT, joined by her husband, GEORGE GILBERT

of the County of Broward, State of Florida, grantor, and

CARROLL & CATALDO COMPANY, INC., a Florida corporation

whose post office address is 826 Northeast 29 Avenue, Ft. Lauderdale, FL 33304

of the County of Broward, State of Florida, grantee.

Witnesseth: That said grantor, for and in consideration of the sum of Ten Dollars (\$10.00)-----

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

LOT SEVENTEEN (17) OF GATEWAY PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BR23447PG0854

PARCEL IDENTIFICATION # 5042 01 20 0150

Attachment B
Page 10 of 11 Pages

From 2001 Page 1 SSSL NO: 060346656
Warranty Deed

BLACKSTONE Legal Services, Inc.
O.A.M. 10-0-97
Public 2001

6/23

[Space Above This Line For Recording Date]

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years. Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence.

Walter L. Morgan
WALTER L. MORGAN

Kay Corson Gilbert
RAY CORSON GILBERT
2201 Northeast 22 Terrace
Ft. Lauderdale, FL 33305

Earle Lee Butler
EARLE LEE BUTLER

George Gilbert
GEORGE GILBERT
2201 Northeast 22 Terrace
Ft. Lauderdale, FL 33305

BK23447PG0855

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of May, 1995 by
KAY CORSON GILBERT and GEORGE GILBERT
who is personally known to me or who has produced
as identification and who take an oath.

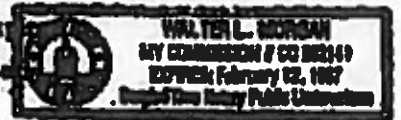
Attachment B
Page 11 of 11 Pages
SSLL NO. 060346656

Grantee

Taxpayer I.D. Number

Walter L. Morgan
Notary Public, State of Florida

My Commission Expires
Commission Number



This Instrument Prepared By:

M. Sue Jones

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. 060346656

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 Carroll & Cataldo Company, Inc., a Florida corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 01, Township 50 South, Range 42 East, in Middle River, Broward County, Florida, containing 2,860 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 15, 2010.

TO HAVE THE USE OF the hereinabove described premises from July 8, 2016, the effective date of this lease renewal, through July 8, 2021, 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 2-slip commercial docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland commercial office building, 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 liveboards as defined in paragraph 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$516.00, 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.

[06]

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. Any breach of this lease condition shall constitute a default under this lease.

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. 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 type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B 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 maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof 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:

Carroll & Cataldo Company, Inc.
826 NE 20th Avenue
Fort Lauderdale, Florida 33304

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 renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the 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 Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property 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. LIVEBOARDS: 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:

[Signature] _____
DEP Attorney Date 6/15/16

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

[Signature]
Original Signature

CHRIS BEST
Typed/Printed Name of Witness

[Signature]
Original Signature

ADRIAN G. TORRES
Typed/Printed Name of Witness

Carroll & Cataldo Company, Inc., a Florida corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

John Carroll, Jr.
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of June, 2016, by John Carroll, Jr. as President of Carroll & Cataldo Company, Inc., a Florida corporation, for and on behalf of the corporation. He/she is personally known to me or who has produced identification.

My Commission Expires:

May 23, 2020

Commission/Serial No. FF995219

[Signature]
Signature of Notary/Public

Taylor V. Pierson
Notary Public, State of Florida
Expires: May 23, 2020
Bonded thru Aaron Notary
Printed, Typed or Stamped Name



Mc. LAUGHLIN ENGINEERING COMP. . .
LB#285

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

SUBMERGED LAND SKETCH
A PORTION OF MIDDLE RIVER
IN SECTION 1-50-42 ADJACENT
TO LOT 17, GATEWAY PARK
PLAT BOOK 25, PAGE 43, B.C.R.
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Middle River, in Section 1, Township 50 South, Range 42 East, Broward County, Florida, lying East of and adjacent to Lot 17, GATEWAY PARK, according to the plat thereof, as recorded in Plat Book 25, Page 43, of the public records of Broward County, Florida, more fully described as follows:

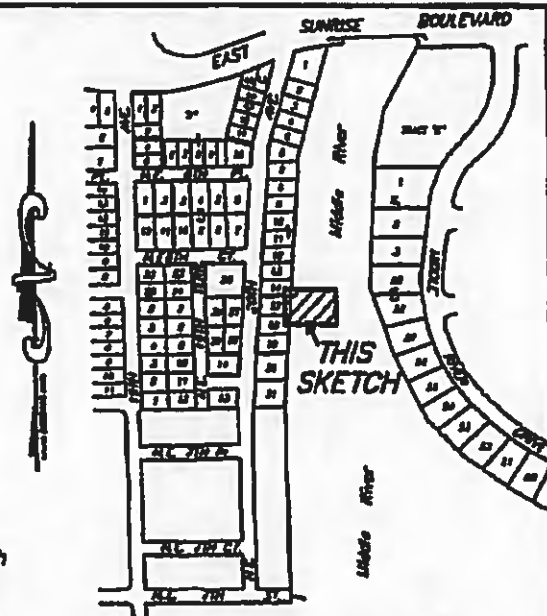
Beginning at the Southeast corner of said Lot 17; thence North 02°56'14" East, on the West right-of-way line of Middle River, being the East line of said Lot 17 and also being the wetface of existing 2.00 foot seawall cap, marking the Mean High Water Line, a distance of 67.27 feet to the Northeast corner of said Lot 17; thence North 87°51'13" East, on the Easterly extension of the North line of said Lot 17, a distance of 4.82 feet; thence South 02°56'14" West, a distance of 7.18 feet; thence South 87°03'46" East, a distance of 52.10 feet; thence South 02°56'14" West, a distance of 48.70 feet; thence North 87°03'46" West, a distance of 52.10 feet; thence South 02°56'14" West, a distance of 11.39 feet; thence South 87°51'13" West, on the Easterly extension of the South line of said Lot 17, a distance of 4.82 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 2,860 square feet or 0.0657 acres more or less.

THE SAFE UPLAND LIMITS LINE LIES ON THE FACE OF THE BULKHEAD, ELEVATION= 1.84 (AS PRORATED FROM THE LABINS WEBSITE)

NOTES:

- 1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) This drawing is not valid unless sealed with an embossed surveyors seal.
- 3) Boundary information does not infer Title or Ownership.
- 4) THIS IS NOT A FIELD SURVEY.
- 5) This property has 67.27 linear feet of shoreline.
- 6) The majority of the land within 1000 feet of this property is bulkheaded.
- 7) Bearings shown assume the East line of said Lot 17, as North 02°56'14" East.
- 8) The Mean High Water line, Elevation 1.84 (NGVD 1929 - as prorated from the LABINS Website) lies on the face of the bulkhead as shown hereon.



Location Map
 Not To Scale

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (TIIF).

CERTIFICATION

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 8th day of October, 2010.
 Revised this 15th day of December, 2010.

McLAUGHLIN ENGINEERING COMPANY

Jerald A. McLaughlin
 Jerald A. McLaughlin
 Registered Land Surveyor No. 5269
 State of Florida.

FIELD BOOK NO. LB#144-33&78

DRAWN BY: JMMj, RDR

RECEIVED

JOB ORDER NO. U-6135

CHECKED BY: _____

MAR 10 2011

Attachment A

Page 8 of 11 Pages

0011 N/A 00014666

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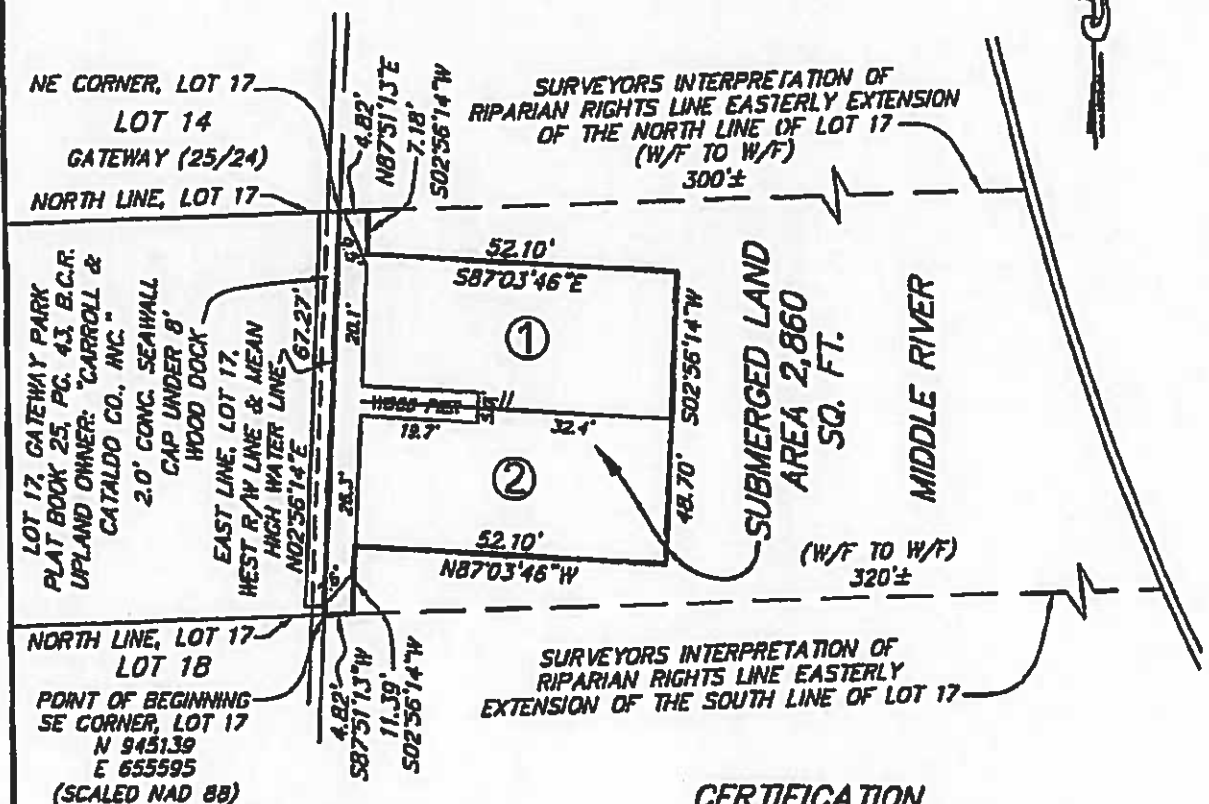
Exhibit 1

Page 17 of 32



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 A PORTION OF MIDDLE RIVER
 IN SECTION 1-50-42 ADJACENT
 TO LOT 17, GATEWAY PARK
 PLAT BOOK 25, PAGE 43, B.C.R.
 SHEET 2 OF 2 SHEETS



SLIP TABLE		
SLIP #	LENGTH	WIDTH
1	52.1'	24.35'
2	52.1'	24.35'

GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft
 Attachment A
 Page 9 of 11 Pages
 SSSL NO. 060346656

CERTIFICATION

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 8th day of October, 2010.
 Revised this 15th day of December, 2010.

McLAUGHLIN ENGINEERING COMPANY

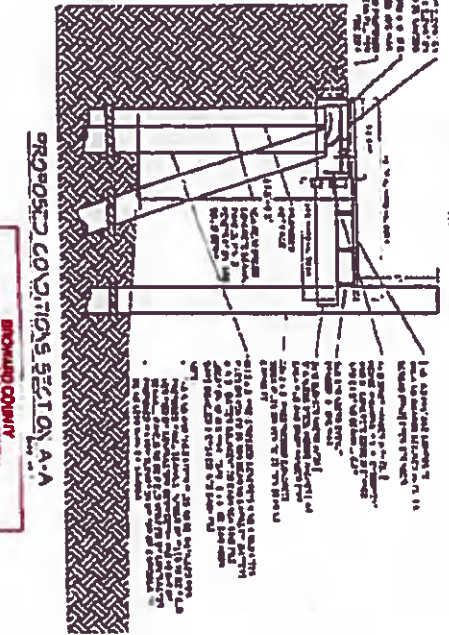
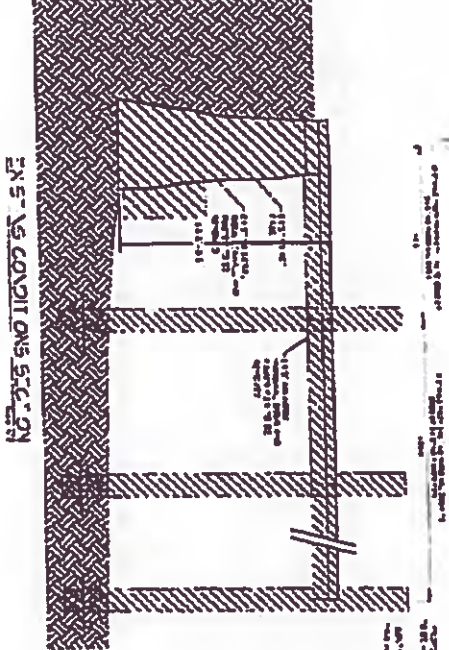
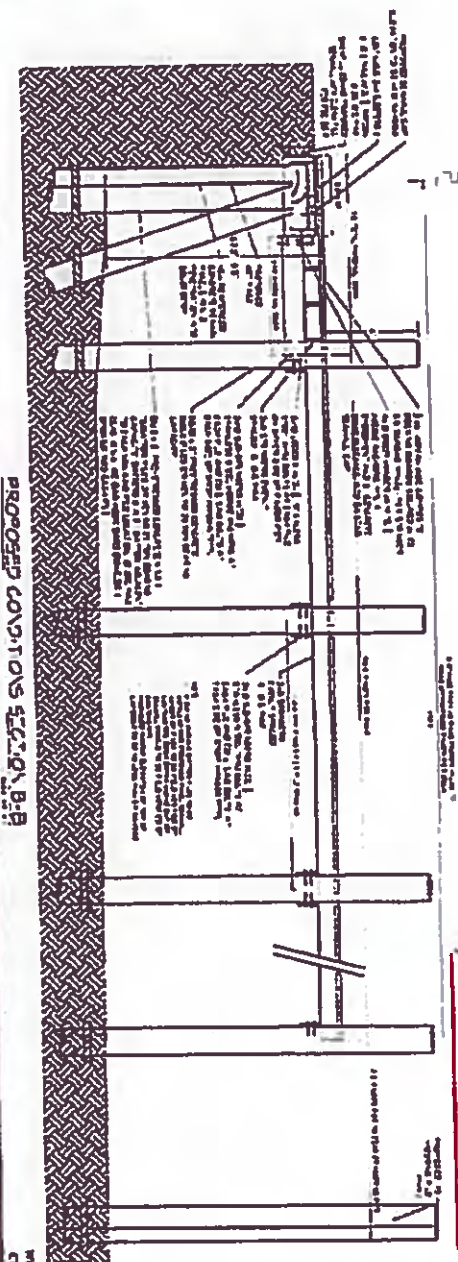
 Jerald A. McLaughlin
 Registered Land Surveyor No. 5269
 State of Florida.

FIELD BOOK NO. LB#144-33&78

DRAWN BY: JMM

JOB ORDER NO. U-6135

CHECKED BY: CA



BRONX COUNTY
 PLANNING & ZONING DIVISION
 REGULATORY DIVISION
 ENGINEERING & DESIGN SECTION
 ATTENTION: ENGINEER

DATE: 11/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

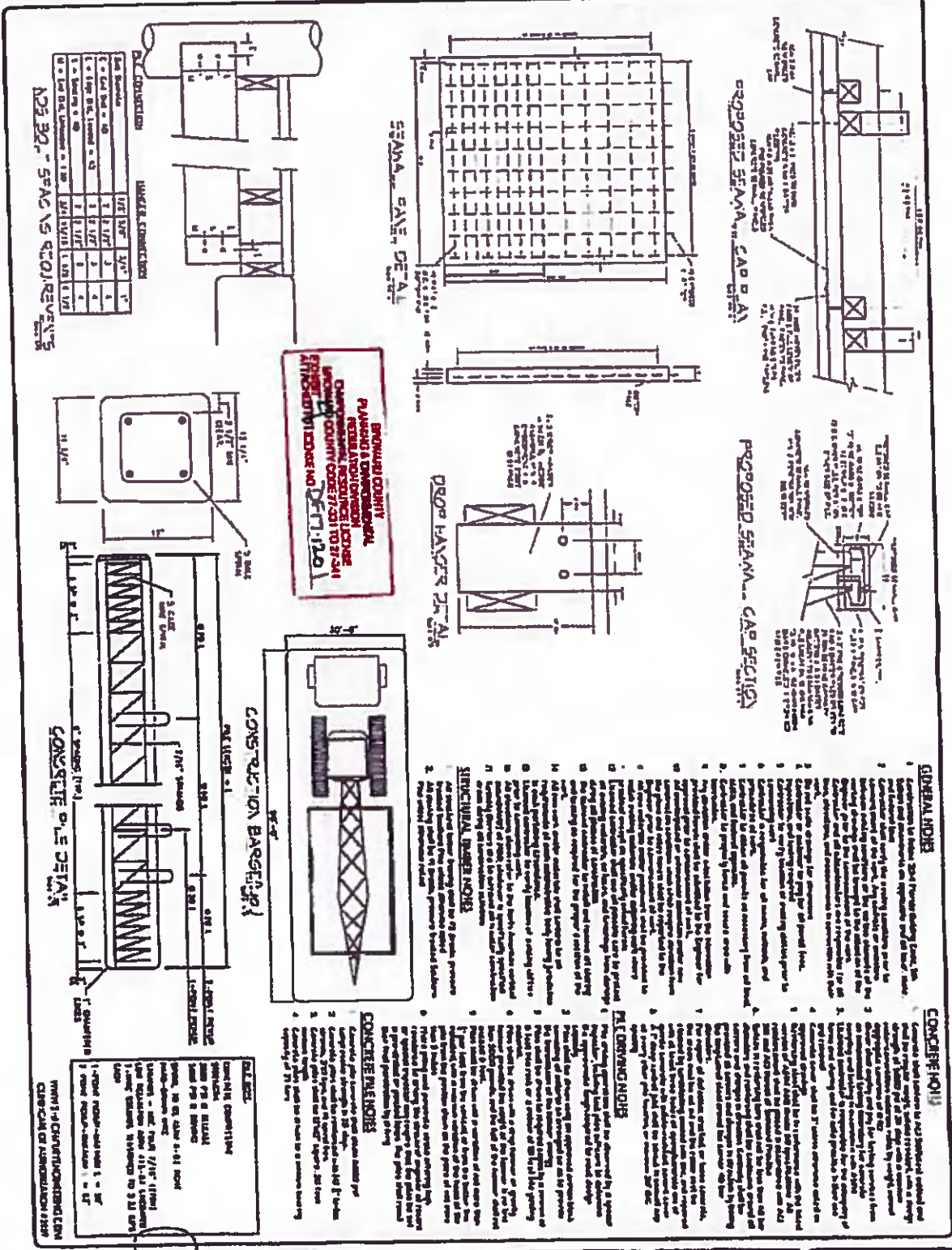
SEAL

Professional Engineer Seal for [Name]

TWENTY FIRST CENTURY ENGINEERING
 SEAWALL/DOCK REPLACEMENT
 826 NE 20th AVE.
 FORT LAUDERDALE, FL 33304

NO.	REVISION	DATE

NO.	REVISION	DATE



CONCRETE

CONCRETE	1/2" 1/2"	3/4" 1/2"	1" 1/2"	1" 1/2"	1" 1/2"	1" 1/2"	1" 1/2"
1. 1/2" 1/2"	1	1	1	1	1	1	1
2. 3/4" 1/2"	1	1	1	1	1	1	1
3. 1" 1/2"	1	1	1	1	1	1	1
4. 1" 1/2"	1	1	1	1	1	1	1
5. 1" 1/2"	1	1	1	1	1	1	1
6. 1" 1/2"	1	1	1	1	1	1	1
7. 1" 1/2"	1	1	1	1	1	1	1
8. 1" 1/2"	1	1	1	1	1	1	1
9. 1" 1/2"	1	1	1	1	1	1	1
10. 1" 1/2"	1	1	1	1	1	1	1

BRUNSWICK COUNTY PLANNING & DEVELOPMENT DEPARTMENT RESOURCE LODGE #17-0310

TWENTY FIRST CENTURY ENGINEERING SEAWALL DOCK REPLACEMENT 826 NE 20th AVE. FORT LAUDERDALE, FL 33304

DATE	BY	DESCRIPTION

Summary Description

The Proposed Project is located along the Middle River at 826 NE 20th Avenue, in Section 02, Township 50, Range 42, in the City of Ft. Lauderdale, Broward County, Florida

Port Everglades Channel located approximately 2.7 miles from the Proposed Project is the closest access to the Atlantic Ocean. The Proposed Project is located in tidal waters which mean the water has cyclical changes in tide from low to high and back to low again.

The Proposed Project includes the installation of four (1) Finger Pier, two (2) Double Mooring extending a maximum distance of approximately 68'-5" feet from the property line into the Middle River.

The allowable distance is 25 feet into the waterway from the property line; therefore, the Proposed Project finger pier, double mooring piles will require a variance waiver from the City.

The Proposed Project mooring structures are currently under a permit modification review process by the following agencies –

- Broward County Environmental Protection & Growth Management Department (DF16-1144)
- Florida Department of Environmental Protection (06-0320716-003)
- US Army Corps of Engineers (SAJ-2013-3460)

The following points provide justification for this waiver request:

1. The boat slips and structures will not exceed 30% of the width of the waterway.
2. The proposed mooring pile clusters are 68'-5" feet from the project property line and at least 231 feet from the wet face on the opposite side of the Middle River.
3. The additional piles are necessary to safely moor existing vessels and to avoid adverse effects from high wind events and severe weather.
4. The proposed finger piers are necessary for safely boarding and disembarking the existing vessels. *Type your text*
5. The proposed slips are consistent with the adjacent property waivers.

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

TABLE 2

PROPOSED STRUCTURES	STRUCTURE DISTANCE FROM PROPERTY LINE	PERMITTED DISTANCE WITHOUT WAIVER	DISTANCE REQUIRING A WAIVER
Finger Pier (#1)	56'-5"	25'	31'-5"
(2) Double Mooring Pile #2)	58'-5"	25'	33'-5"
	■		■

826 NE 20th AVENUE



PHOTO: 1. DESCRIPTION

VIEW OF BACKEND OF THE PROPERTY FACING EAST, (BEFORE HURRICANE IRMA)

826 NE 20th AVENUE



PHOTO: 2. DESCRIPTION

VIEW OF BACK OF THE PROPERTY FACING EAST, (BEFORE HURRICANE IRMA)

826 NE 20th AVENUE



PHOTO: 3. DESCRIPTION

VIEW OF BACK OF THE PROPERTY FACING NORTH, (BEFORE HURRICANE IRMA)

826 NE 20th AVENUE



PHOTO: 4. DESCRIPTION

VIEW OF SOUTH CORNER OF THE PROPERTY FACING NORTH, (BEFORE HURRICANE IRMA)

826 NE 20th AVENUE



PHOTO: 5. DESCRIPTION

VIEW OF BACKEND OF THE PROPERTY FACING EAST, (AFTER HURRICANE IRMA)

826 NE 20th AVENUE

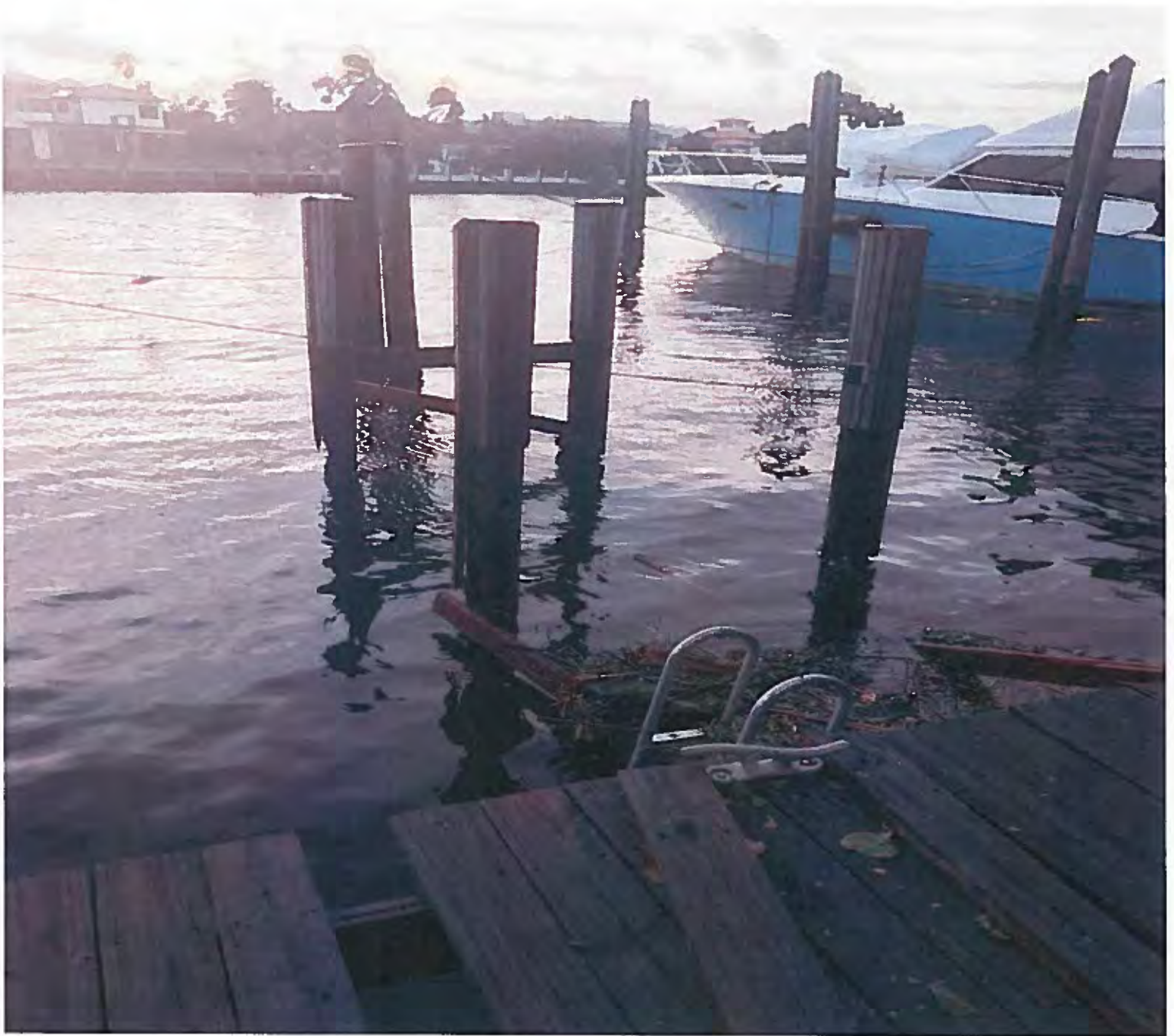
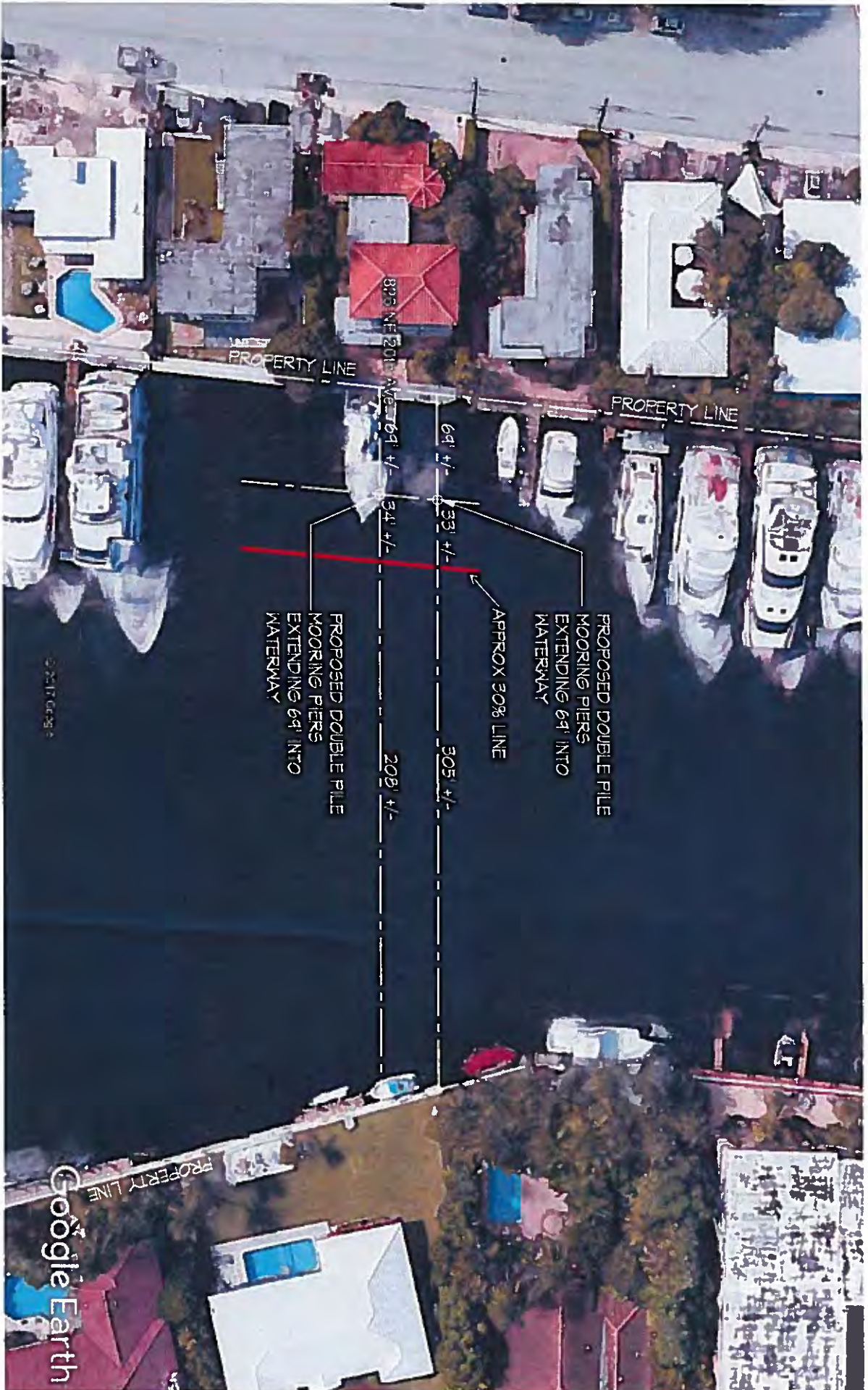


PHOTO: 5. DESCRIPTION

VIEW OF BACKEND OF THE PROPERTY FACING EAST, (AFTER HURRICANE IRMA)



826 NE 20TH AVENUE - DISTANCE EXHIBIT