

ITEM VI

MEMORANDUM MF NO. 19-08

DATE: March 22, 2019

TO: Marine Advisory Board Members

FROM: Andrew Cuba, Manager of Marine Facilities

RE: March 7, 2019 MAB Meeting - Dock Waiver of Distance Limitations – Warren & Silvia Schencker / 1180 N. Federal Highway #510 Slip #11

Attached for your review is an application from Warren and Silvia Schencker / 1180 N. Federal Highway #510

APPLICATION AND BACKGROUND INFORMATION

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

TABLE 1

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

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

PROPERTY LOCATION AND ZONING

The property is located is the Riva Condominium within the B-1 Boulevard Business District. It is situated on the western shore of the Middle River where the width between the closest structure (outside edge of the proposed boat lift) to the adjacent shoreline is listed as +/-319.5 feet in the Summary Description, and the distance between the seawall to the adjacent natural shoreline is listed as +/- 350' in the Existing Site Conditions, as provided in **Exhibit 1**.

RECOMMENDATIONS

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

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

AC
Attachment

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

EXHIBIT I
APPLICATION FOR WATERWAY WAIVER

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

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

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

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

NAME: Warren Schencker and Silvia Schencker

TELEPHONE NO: 954-850-3329
(Home)

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

3. **TYPE OF AGREEMENT AND DESCRIPTION OF REQUEST:** The applicant is requesting a wavier to install a (4) post boat lift that extends 5 feet beyond the 25 foot limitation enforced by the City of Fort Lauderdale.

4. **SITE ADDRESS:** 1180 N. FEDERAL HWY #510, FORT LAUDERDALE FLORIDA, 33304

ZONING: B-1

LEGAL DESCRIPTION: RIVA CONDOMINIUM UNIT 510 PER AMCDO CIN #113566952

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

Warren Schencker 3-14-2019
Applicant's Signature Date

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

City of Fort Lauderdale

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

Marine Advisory Board Action
Formal Action taken on _____

Commission Action
Formal Action taken on _____

Recommendation _____
Action _____

EXHIBIT II TABLE OF CONTENTS

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**EXHIBIT III
WARRANTY DEED**

Prepared by and return to:

Denise Dugan
Legal Assistant
Trantalis & Associates
2301 Wilton Drive Suite C1-A
Wilton Manors, FL 33305
954-566-2226
File Number: 11-18-03

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 3 day of November, 2018 between PREMIER RIVA, LLC, a Delaware limited liability company whose post office address is 1180 N. Federal Highway, Fort Lauderdale, FL 33304, grantor, and Warren Schencker and Silvia Schencker, husband and wife whose post office address is 1180 N. Federal Highway, #510, Fort Lauderdale, FL 33304, grantee:

(Whenever used herein the terms "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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 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:

Unit 510 of Riva Condominium, a Condominium according to the Amended and Restated Declaration of Condominium thereof, recorded as Instrument No. 113566952, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Parcel Identification Number: 4942-36-AL-0100

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 warrants the title to said land by, through, and under the said Grantor and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

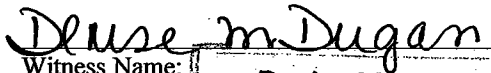
Signed, sealed and delivered in our presence:

PREMIER RIVA, LLC, a Delaware limited liability company

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

By: 
BRADLEY DECKELBAUM, Manager


Witness Name: Marlene Nicholson


Witness Name: Denise M. Dugan

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 30 day of November, 2018 by BRADLEY DECKELBAUM, Manager of PREMIER DEVELOPERS V, LLC, a Florida limited liability company, on behalf of the corporation for PREMIER RIVA, LLC, a Delaware limited liability company. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: Marlene Nicholson

My Commission Expires: _____

Exhibit "A"

1. Terms, covenants, conditions, easements, restrictions, reservations and other provisions, including provisions which provide for a private charge or assessment, according to that certain Amended and Restated Declaration of Condominium of Riva, a Condominium, and the exhibits and attachments thereto, recorded March 11, 2016, in Official Records Instrument No. 113566952, as the same may be further amended, of the Public Records of Broward County, Florida.
2. General or special taxes and assessments required to be paid in the year of closing and subsequent years.
3. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land and any adverse claim to all or part of the land that is, or was previously, under water.
4. Easement in favor of Florida Power & Light Company recorded in Official Records Book 4628, Page 166.
5. Easement in favor of Florida Power & Light Company recorded in Official Records Book 5025, Page 294.
6. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.
7. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

EXHIBIT IV PROJECT PLANS

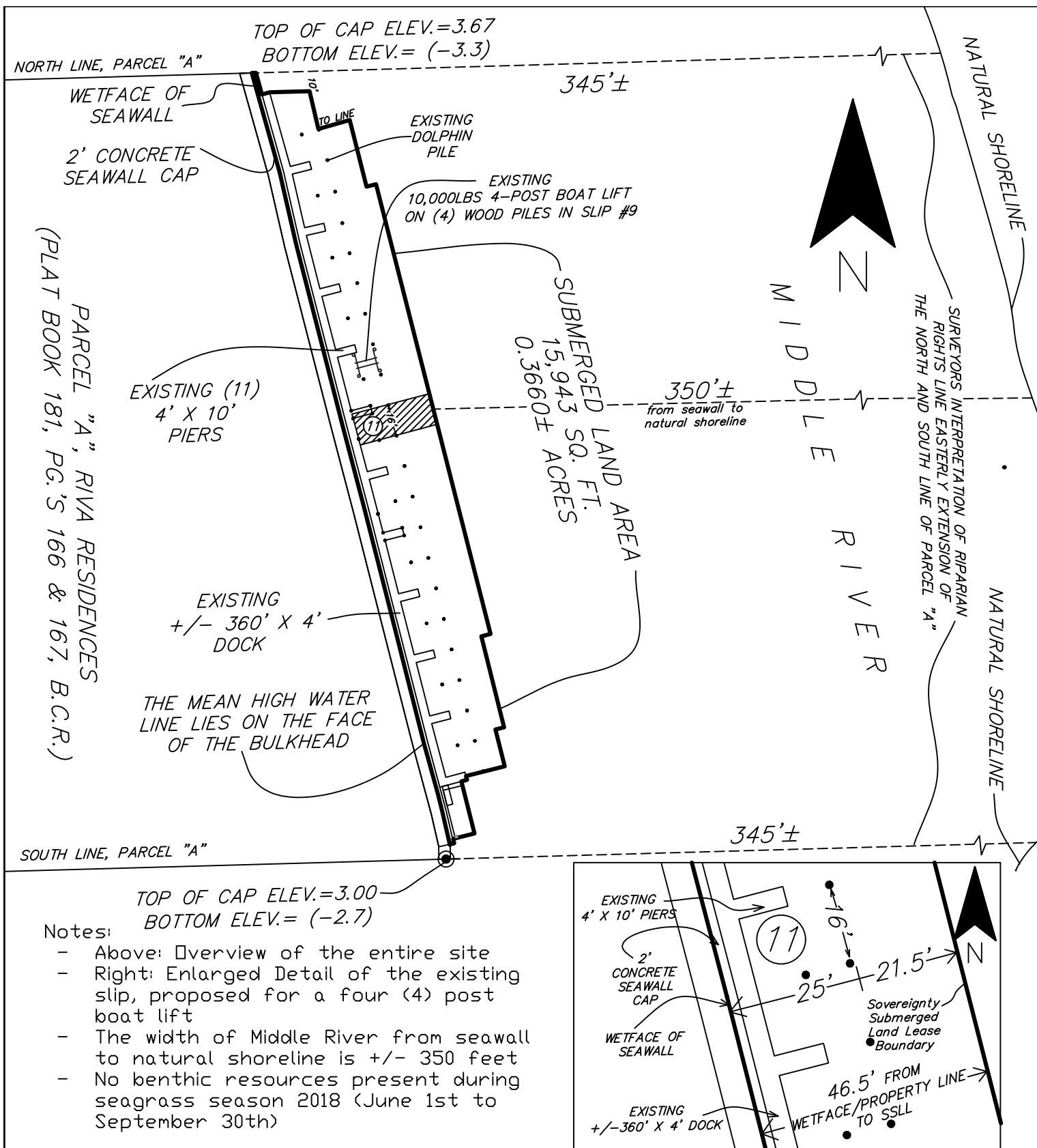


Figure 1
Existing Site Conditions Slip #11

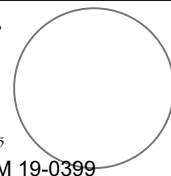
1180 North Federal Hwy #510
Ft. Lauderdale Florida, 33304



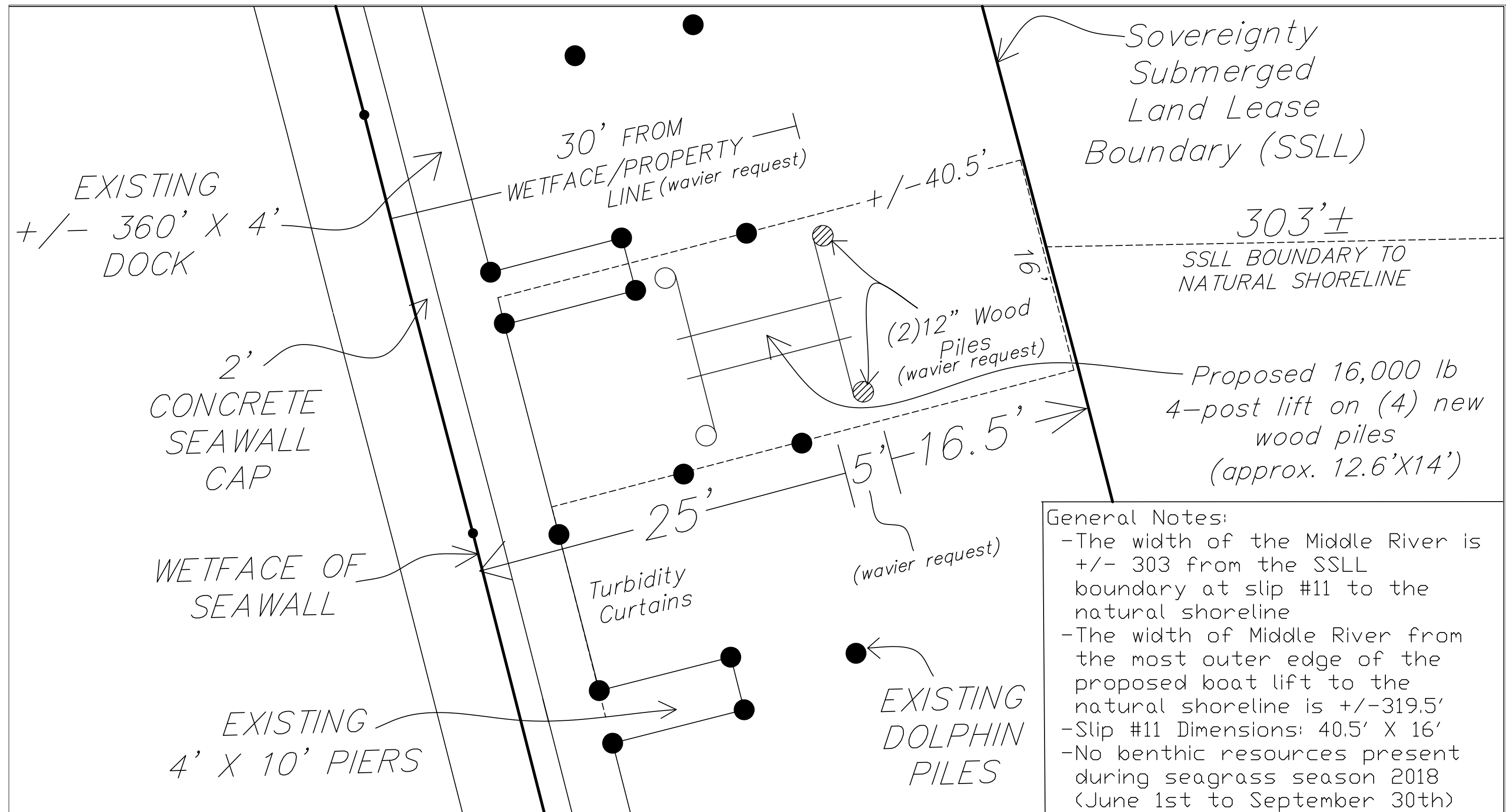
EnviroCare International
Solutions, Inc.
832 NE 26th Street
Wilton Manors Florida, 33305
Phone: (954) 730-7707
Fax: (954) 730-7717



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



CAM 19-0399
Exhibit Marotta, P.E.
Page 12 of 34



General Notes:

- The width of the Middle River is ± 303 from the SSLL boundary at slip #11 to the natural shoreline
- The width of Middle River from the most outer edge of the proposed boat lift to the natural shoreline is $\pm 319.5'$
- Slip #11 Dimensions: $40.5' \times 16'$
- No benthic resources present during seagrass season 2018 (June 1st to September 30th)



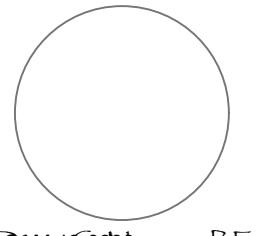
EnviroCare International
Solutions, Inc.
832 NE 26th Street
Wilton Manors Florida, 33305
Phone: (954) 730-7707
Fax: (954) 730-7717

Figure 2
Proposed Site Plan Slip #11

1180 North Federal Hwy #510
Ft. Lauderdale Florida, 33304

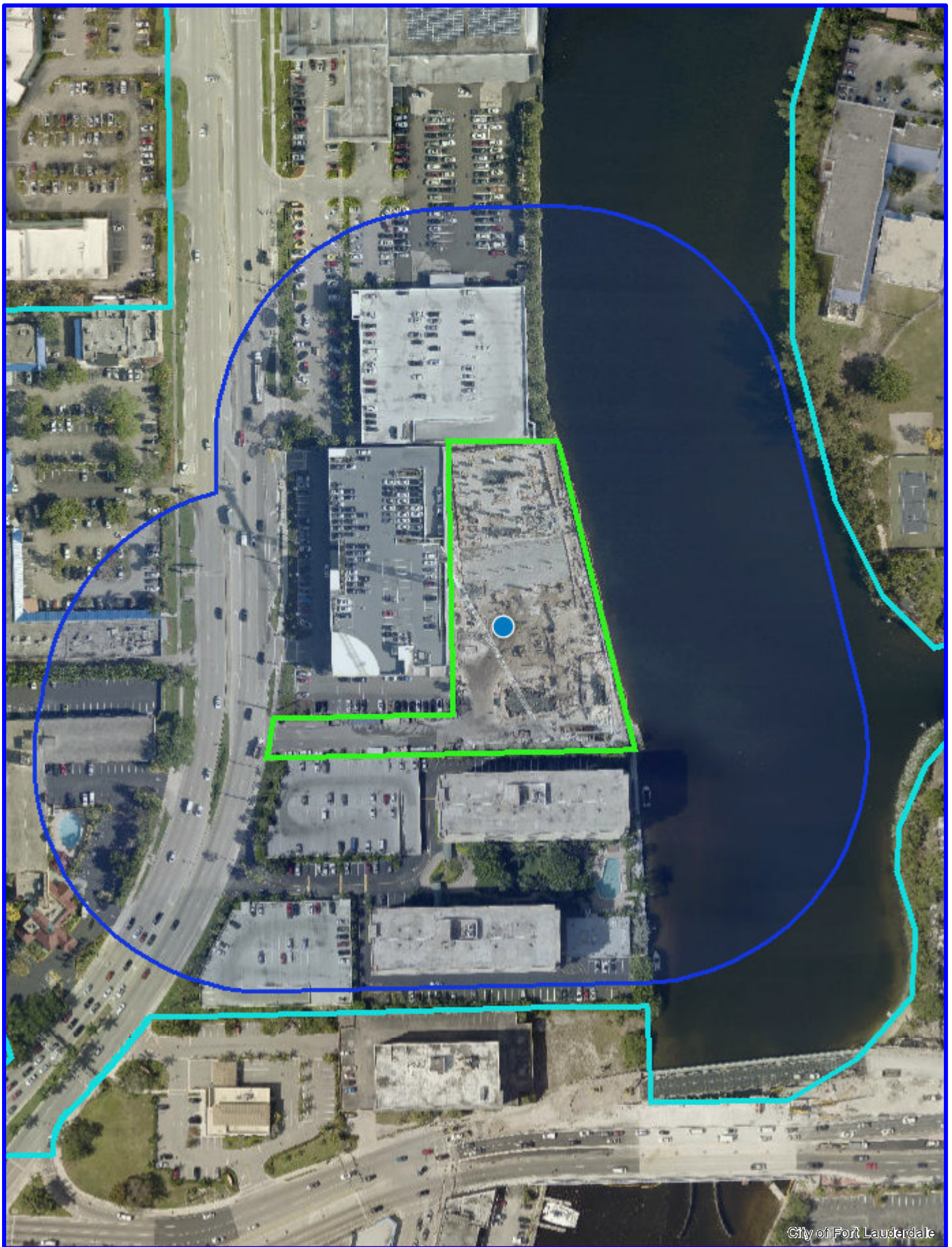


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info@biagiengineering.com



DAM 10-0394
Exhibit 1
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**EXHIBIT V
SITE AERIAL**



City of Fort Lauderdale



CITY OF FORT LAUDERDALE

1180 N Federal Hwy



0 90 180 Feet

GIS
Fort Lauderdale

CAM 10 0399
Printed on: 2/22/2019
Exhibit

EXHIBIT VI SUMMARY DESCRIPTION

Summary Description
1180 N. Federal Hwy.
#510

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

The Marine Advisory Board had seen this project at the previous Marine Advisory Board meeting on March 7th 2018, where the waiver request was tabled due to concerns of Mr. Schencker purchasing a larger vessel and encroaching upon the sovereignty submerged land lease boundary. Since that meeting Mr. Schencker has been given a new slip (#11) which has a foot print of 40.5' X 16' compared to his old slip which was 30.5' X 16'. This new slip will ensure that Mr. Schencker will not encroach on the sovereignty submerged land lease boundary if he wishes to invest in a larger vessel.

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

The project site consists of an existing \pm 1,880 sq. ft. marginal dock. The proposed project includes the installation of a 16,000lbs 4-post boat lift on the Middle River. As measured from the property line, (2) of the wooden piles that the proposed 16,000lbs 4-post boat lift will rest on encroaches more than 25' from the property line (encroaches 30') into the Middle River. As this distance is over the allowable 25' distance into the waterway from the property line, the proposed boat lift will require a variance waiver. The boat lifts (4) wooden piles will serve as guide poles and reflective tape will be placed on these piles to ensure safety and compliance with city code: 8-91(d).

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

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

1. All structures and piles will not exceed 30% of the width of the waterway.
2. Due to the extraordinary width of the waterway at this location to the outer edge of the proposed boat lift (\pm 319.5), the proposed project will not impede navigation within Middle River.
3. The 16,000lbs 4-post boat lift protects the vessel in and adjacent to a water-skiing area.

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

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

**EXHIBIT VII
HOA LETTER OF
RECOMMENDATION**

PREMIER RIVA

March 14, 2019

To Whom It May Concern:

Silvia and Warren Schencker purchased Boat Slip #11 at Riva Condominiums. They have the approval of the board to install a boat lift in it.

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

Sincerely,

RIVA FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC.



Anita Ortiz
Secretary/Treasurer

Please note that our new address is 1180 N Federal Highway, Suite 302, Fort Lauderdale, FL 33304

2101 N. Andrews Avenue ■ Ste 100 ■ Fort Lauderdale, FL 33311 ■ (954) 400 - 7309

CAM 19-0399

Exhibit 1

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

ASSIGNMENT OF USE RIGHTS

TO BOAT SLIP

THIS ASSIGNMENT OF USE RIGHTS TO **BOAT SLIP** ("Assignment") is made this 3-14-2019 day of March, 2019, by **PREMIER RIVA, LLC**, a Delaware limited liability company (hereinafter "Assignor"), whose address is 1180 North Federal Highway, Fort Lauderdale, FL 33304 to **Warren and Silvia Schencker** (hereinafter "Assignee"), whose address is 1180 North Federal Highway #510, Fort Lauderdale, FL 33304.

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

WHEREAS, as part of the Condominium, there are BOAT SLIPs (the "BOAT SLIPs"). A diagram of the BOAT SLIPs is included on page 5 of "Exhibit B" of the First Amendment to the Declaration recorded as Document No 114873809 on February 6, 2018, and

WHEREAS, Assignee is the owner of Unit No. 904, in RIVA, A CONDOMINIUM.

WHEREAS, Assignor has agreed to assign to Assignee use rights to a certain BOAT SLIP described below.

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

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.
2. Revocation. The previous assignments to this Assignee of Boat Slip #22 is revoked as of the effective date of this assignment.
3. Assignment of Use Rights to BOAT SLIP. Assignor hereby assigns to Assignee use rights to:

BOAT SLIP No. 11, as shown on Sheet labeled "Lower Parking" of Exhibit "B" to the Declaration (the "BOAT SLIP"), governed by that certain Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease No. 060352716.

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

5. Further Assignment by Assignee. Assignee may assign the Assigned BOAT SLIP only to a person or entity owning a unit in RIVA, A CONDOMINIUM. Such assignment shall be in compliance with Florida law and shall be on forms approved by the Association. The Association shall be provided with notice of the assignment.
6. Exceptions. This Assignment is made subject to and Assignee shall be bound by the terms, conditions and regulations contained in the Declaration.
7. Use of BOAT SLIP. Assignee agrees that only reasonable and customary use will be made of the Assigned BOAT SLIP covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the Assigned BOAT SLIP or adjacent facilities or premises. Assignee agrees to keep the Assigned BOAT SLIP and adjacent premises free and clear of all obstructions, and Assignee will dispose of all rubbish and garbage in appropriate containers. Assignee shall be responsible for the conduct and actions of his or her guests.
8. Damages and Insurance. Assignor and the Association will not be responsible for any injuries and property damage caused by or arising out of the use of the Assigned BOAT SLIP. The use of all the Assigned BOAT SLIP are entirely at the risk of Assignee, as to theft, fire, vandalism and other acts of God. Assignor and the Association do not maintain insurance covering the personal property of Assignee. It is the responsibility of Assignee to adequately insure its property.
9. No Liability for Damages. Assignor and the Association, their employees or agents, shall not be responsible for any injuries, including death, or property damage resulting from, caused by, or arising out of the use of the Assigned BOAT SLIP. Assignee releases and discharges Assignor and the Association from any and all liability from loss, injury or damages to persons or property sustained while in or on the Assigned BOAT SLIP.
10. Miscellaneous.
 - a. Execution by Parties. This Assignment shall not become effective until it has been executed by all of the parties hereto; but shall be dated for purposes hereof as of the date and year first above written.
 - b. Applicable Law. This Assignment shall be construed under the laws of the State of Florida.
 - c. Time of the Essence. Time is of the essence.

- d. Binding Effect upon Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate.
- e. Severability. If any term of this Assignment shall be held to invalid, illegal or unenforceable, the validity of the other terms of this Assignment shall in no way be affected thereby.
- f. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original counterpart shall together constitute one and the same instrument.
- g. Attorneys' Fees. If it becomes necessary for either party herein, their successors or assigns, or the Association, to seek legal means to enforce the terms of this Assignment, the prevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expenses, deposition costs, expert witness expenses and fees, and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action plus court costs in all proceedings, trials and appeals.
- h. Waiver. No waiver of any breach of this Assignment shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Assignment shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Assignment, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Assignment or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.
- i. Total Agreement. This Assignment contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein.

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

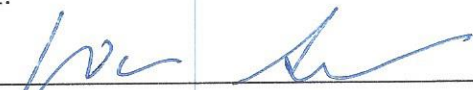
ASSIGNOR:

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

BY:


Anita Ortiz, Owners Rep

ASSIGNEE:


Warren Schencker


Silvia Schencker

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

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

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



Witness Signature

By: 

Name: Anita Ortiz

Title: Secretary Treasurer

Witness Signature

**EXHIBIT XI
SITE PHOTOGRAPHS**

1. Northern portion of slip #11, facing southeast along marginal dock



2. Center portion of slip #11, facing directly east along marginal dock



3. Southern portion of slip #11, facing Northeast



**EXHIBIT X
SOVEREIGNTY
SUBMERGED
LAND LEASE**



McLAUGHLIN ENGINEERING COMPANY
LB#285

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

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

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

LEGAL DESCRIPTION:

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

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

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

NOTES:

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

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

FIELD BOOK NO. _____

DRAWN BY: JMMjr

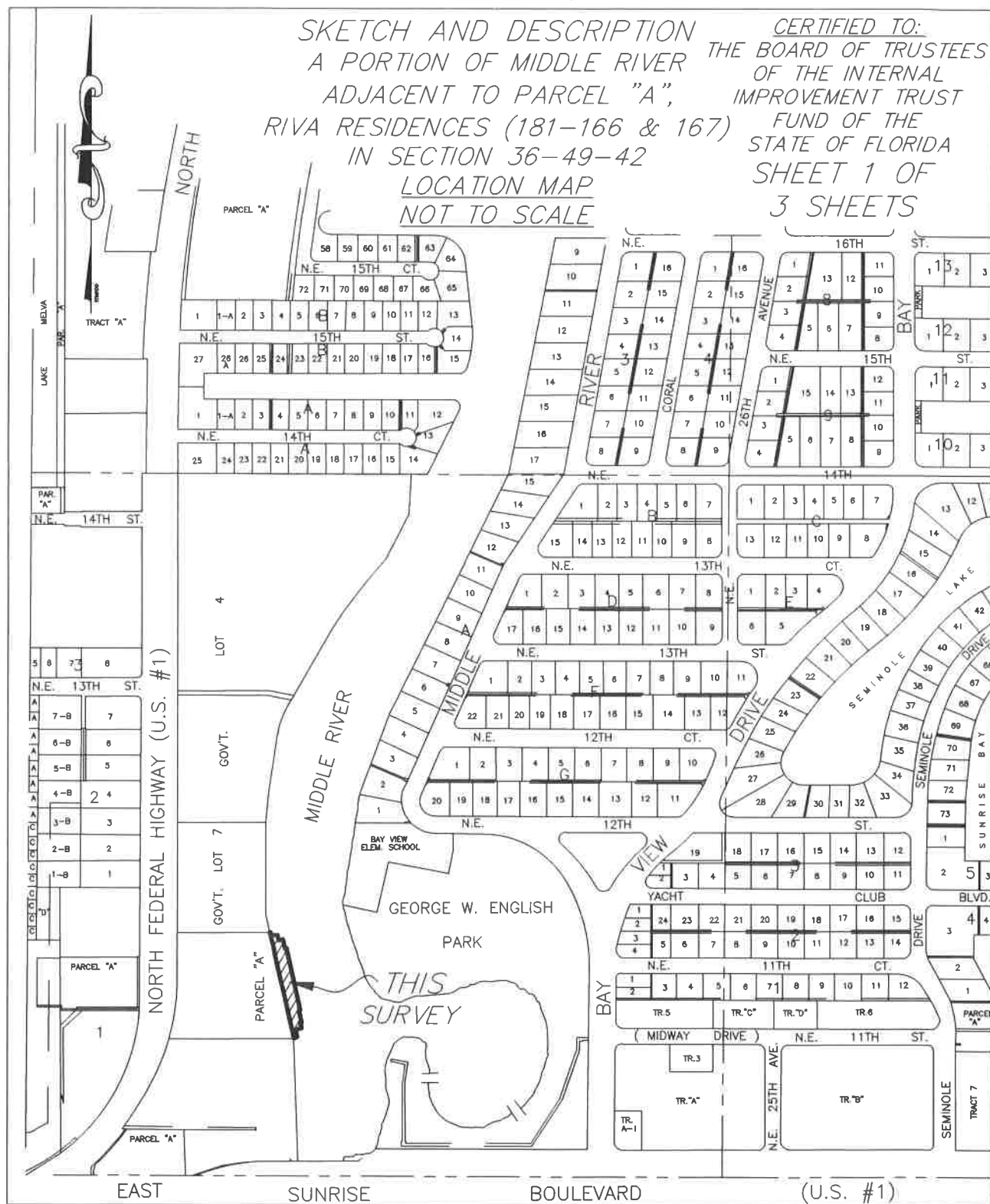
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LB#285

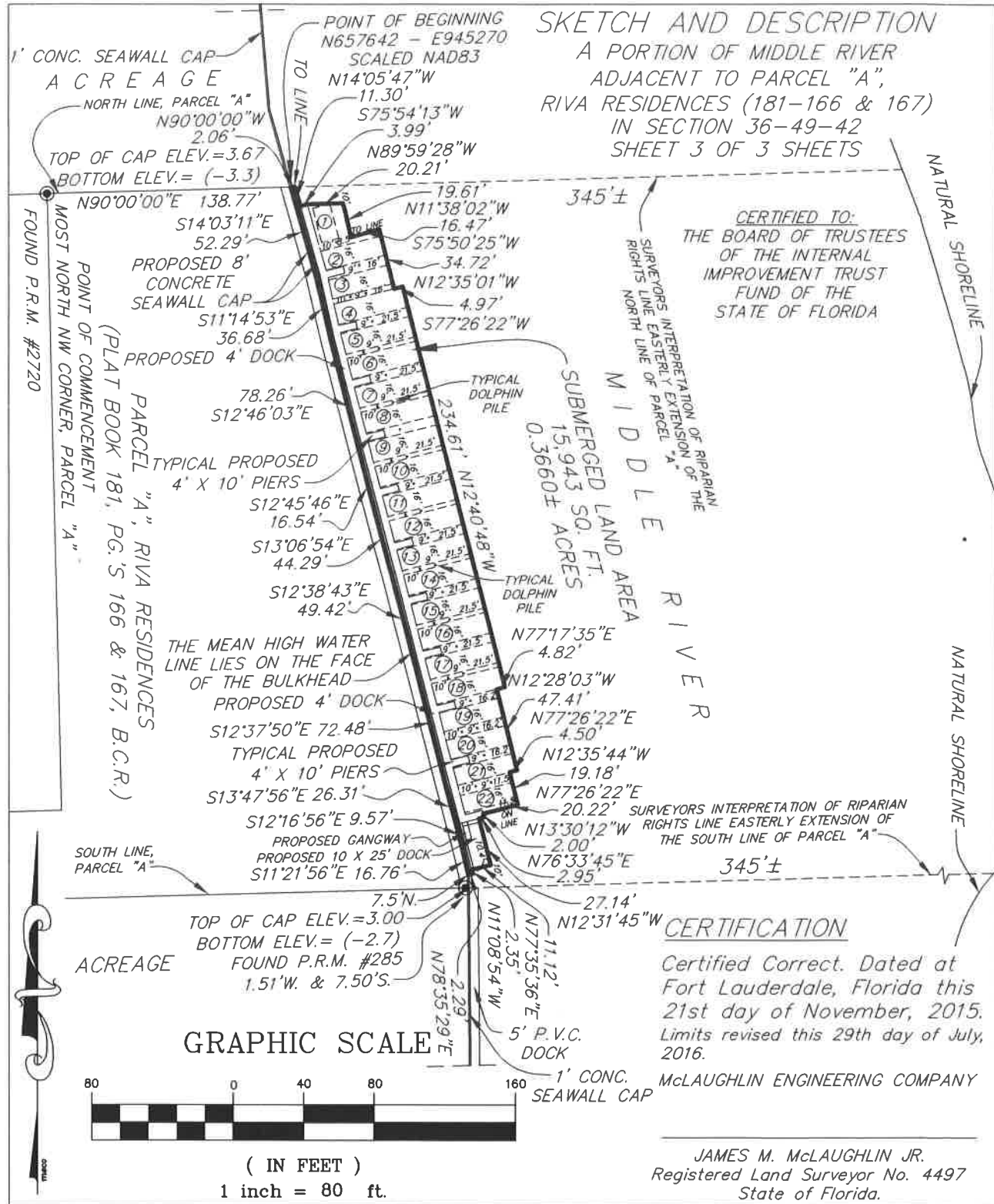
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
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