

## ITEM V

### MEMORANDUM MF NO. 20-03

DATE: February 24, 2020

TO: Marine Advisory Board Members

FROM: Andrew Cuba, Manager of Marine Facilities

RE: March 5, 2020 MAB Meeting - Dock Waiver of Distance Limitations – Paul Handerhan and Susie Fernandes/ 1180 N. Federal Highway Unit 1409 Slip #2.

Attached for your review is an application from Paul Handerhan and Susie Fernandes / 1180 N. Federal Highway Unit 1409 Slip #2.

### 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**

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

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

### PROPERTY LOCATION AND ZONING

The property is located is the Riva Condominium within the B-1 Boulevard Business District. It is situated on the western shore of the Middle River where the width between the applicant's most waterward structure of the proposed boat lift to the adjacent natural shoreline is +/-318 feet, according to the Summary Description provided in **Exhibit 1**.

## RECOMMENDATIONS

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

1. The applicant is required to comply with all applicable building and zoning regulations as well as any other Federal and State laws and permitting requirements including the Broward County Environmental Protection and Growth Management Department, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.
2. The applicant is required to install and affix reflector tape to the proposed boat lift piles in accord with Section 47.19.3.E of the Unified Land and Development Regulations (ULDR).

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: Paul Handerhan and Susie Fernandes

TELEPHONE NO: (561) 704-0428  
(Home)

2. APPLICANT'S ADDRESS (if different than the site address): N/A
3. TYPE OF AGREEMENT AND DESCRIPTION OF REQUEST: The applicant requests a wavier for the proposed construction of a four (4) post boat lift that extends beyond 25ft from the property line in slip #2.
4. SITE ADDRESS: 1180 N. FEDERAL HWY #1409, FORT LAUDERDALE FLORIDA, 33304  
ZONING: B-1  
LEGAL DESCRIPTION: RIVA CONDOMINIUM UNIT LPH1409 PER AMCDO CIN #113566952
5. EXHIBITS (In addition to proof of ownership, list all exhibits provided in support of the applications).  
Lease  
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

  
Applicant's Signature

2/24/20  
Date

  
Applicant's Signature

02-24-2020  
Date

=====

The sum of \$ 1,500.00 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: 10-19-08

[Space Above This Line For Recording Data]

## Special Warranty Deed

This Special Warranty Deed made this 16 day of December, 2019 between Premier Riva LLC, a Delaware limited liability company whose post office address is 1180 N. Federal Highway, Fort Lauderdale, FL 33304, grantor, and Paul J. Handerhan and Susie Fernandes, husband and wife whose post office address is 1180 N. Federal Highway, Apt. 1409, 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:

Condominium Unit 1409, RIVA, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 50792, Page 797, as amended by Amended and Restated Declaration of Condominium recorded in Official Records Instrument #113566952, as amended from time to time, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements.

Parcel Identification Number: 4942-36-AL-0890

**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, 2019**.

**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

Marlene Nicholson  
Witness Name: Marlene Nicholson

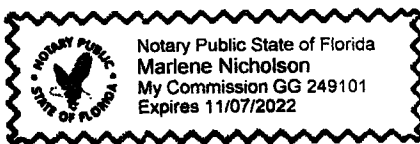
By: [Signature]  
BRADLEY DECKELBAUM, Manager

Denise M. Dugan  
Witness Name: Denise M. Dugan

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 12 day of Nov., 2019 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 ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Marlene Nicholson  
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**

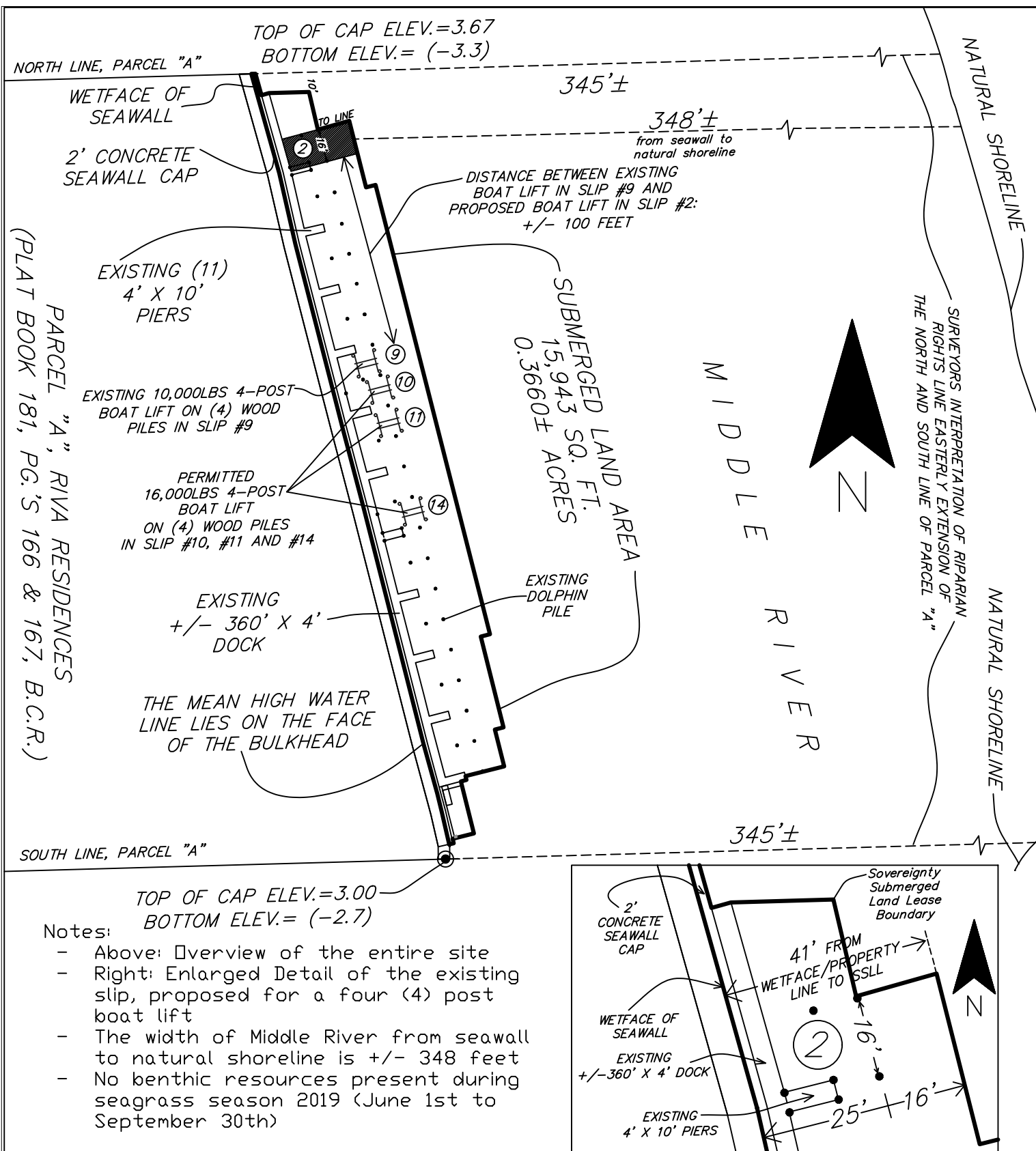


Figure 1  
Existing Site Conditions Slip #2

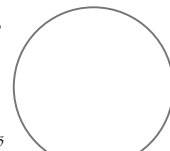
1180 North Federal Hwy #1409  
Ft. Lauderdale Florida, 33304



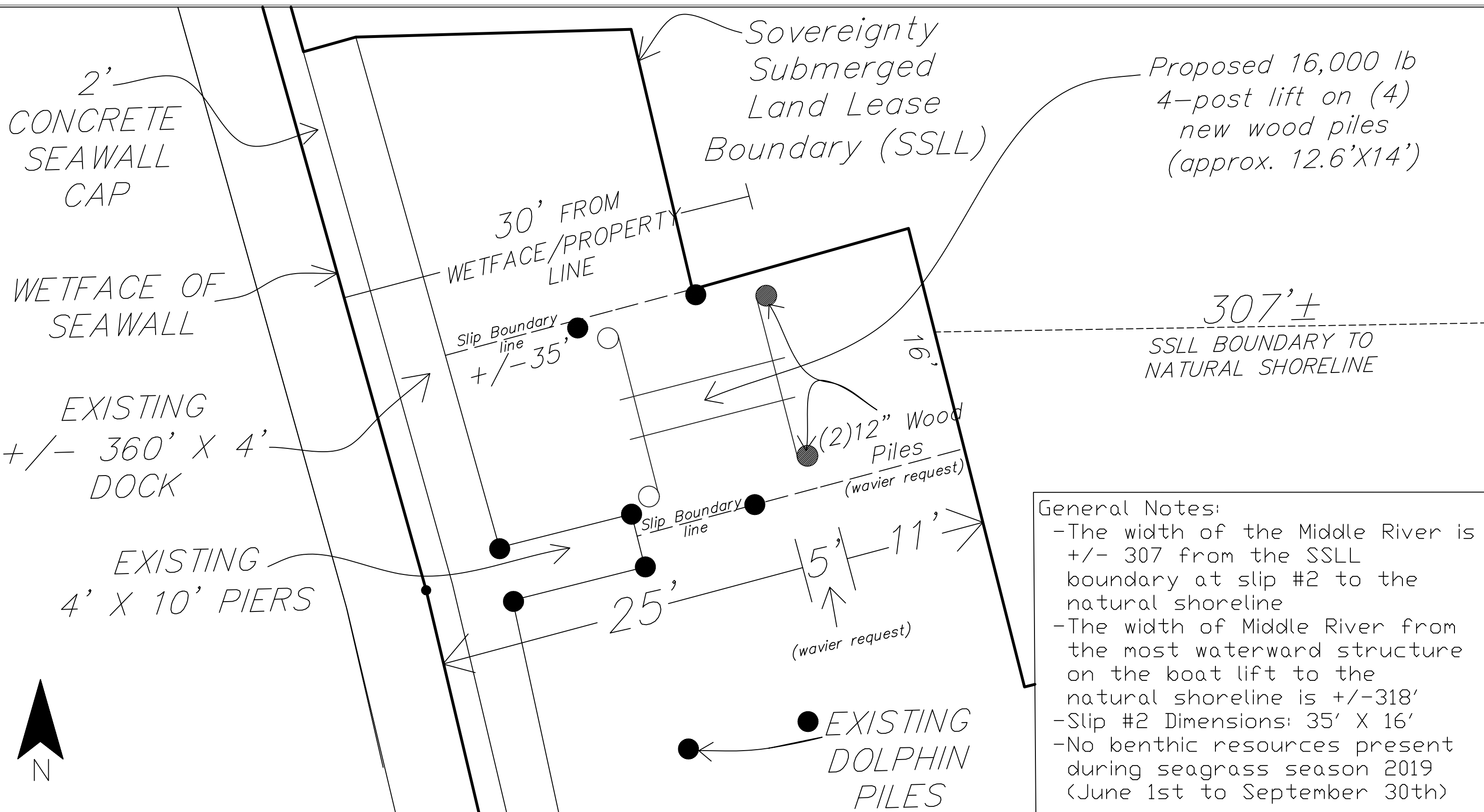
EnviroCare International  
Solutions, Inc.  
832 NE 26th Street  
Wilton Manors Florida, 33305  
Phone: (954) 730-7707  
Fax: (954) 730-7717



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 20-0305  
Exhibit 1  
Marotta, P.E.  
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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 #2

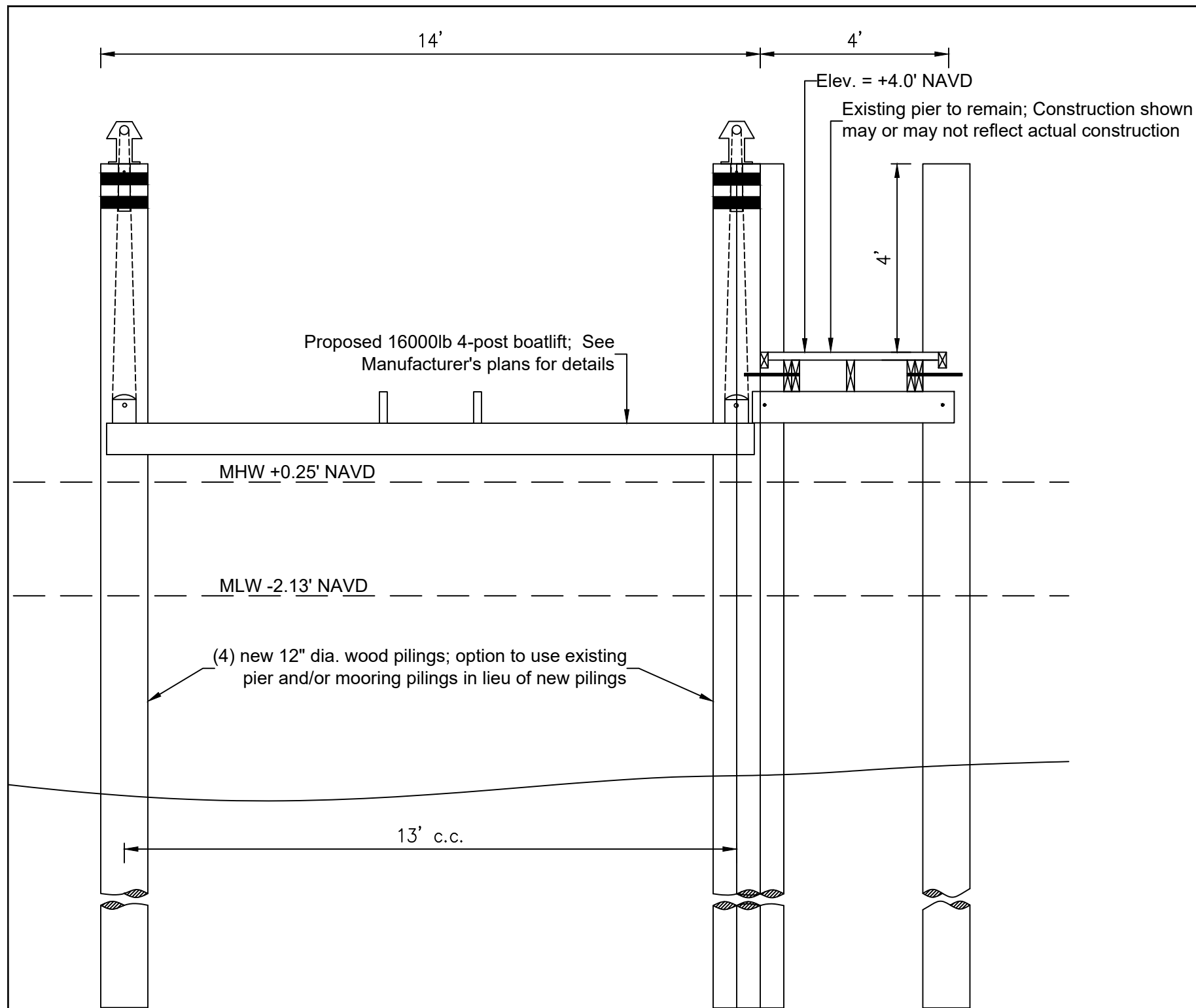
1180 North Federal Hwy #1409  
 Ft. Lauderdale Florida, 33304



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

CAM 200305  
 Exhibit 1  
 Page 14 of 32

Dr. J. Marotta, P.E.  
 FL # 82391

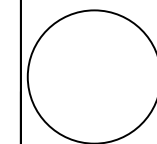


## BOATLIFT DETAIL

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

### General Notes:

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



Biagi and Associates  
Engineering, LLC  
555 W Prospect Road  
Oakland Park, FL 33409  
T: 954.776.8004 | F: 954.776.8015  
info@biagiengineering.com



Figure 3  
Cross Section of  
Proposed Boat Lift

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

4-POST BOAT LIFT FOR:  
HANDERHAN (SLIP #2)  
@ RIVA CONDO  
1180 N FEDERAL HWY  
#1409  
FT LAUDERDALE, FL

NOTES/REVISIONS

DATE

CAM 20-0305

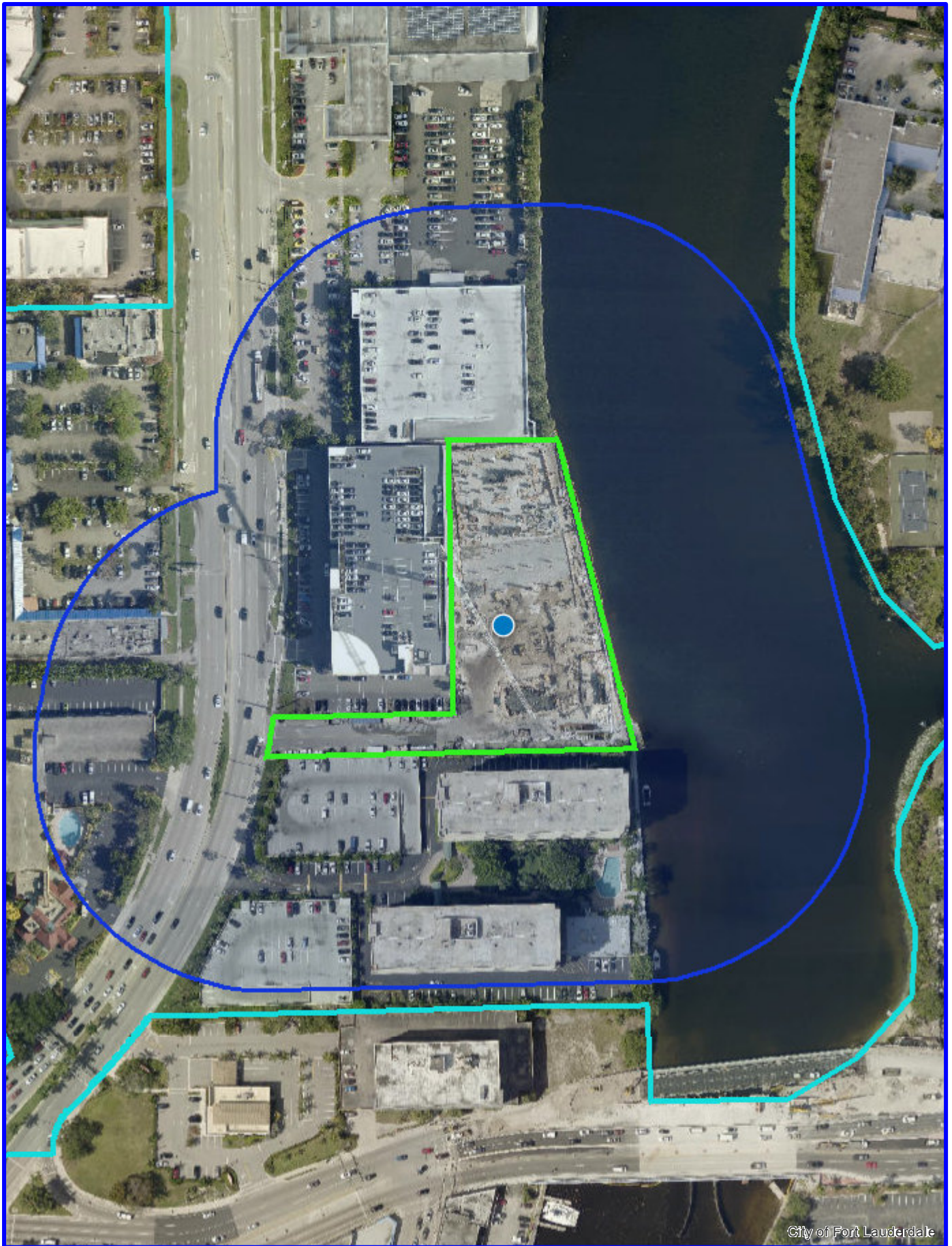
Exhibit 1

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DTL-1

**EXHIBIT V**  
**SITE AERIAL**





CITY OF FORT LAUDERDALE

1180 N Federal Hwy



0 90 180 Feet

**GIS**  
Fort Lauderdale

## **EXHIBIT VI SUMMARY DESCRIPTION**

## **Summary Description**

### **1180 N. Federal Hwy.**

#### **#1409**

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

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

The project site consists of an existing  $\pm$  1,880 sq. ft. marginal dock. The proposed project includes the installation of a 16,000lbs 4-post boat lift in slip #2 at the RIVA Condominium on the Middle River. As measured from the property line, (2) of the wooden piles that the proposed 16,000lbs 4-post boat lift will rest on encroaches more than 25' from the property line (encroaches 30') into the Middle River. However, the boat lift is setback 11 feet from the Sovereignty Submerged Land Lease Boundary. This distance is over the allowable 25' distance into the waterway from the property line, requiring a variance waiver for the proposed boat lift. The boat lift's (4) wooden piles will serve as guide poles and reflective tape will be placed on these piles to ensure safety and compliance with city code: 8-91(d).

The City of Fort Lauderdale Code Section 47-19.3(b)(1) states: Only one (1) mooring device per one hundred (100) feet of lot width or portion thereof, and one mooring device for each additional one hundred (100) feet of lot width are permitted.

At this site there is +/- 412 linear feet of shoreline and 4 existing boatlifts of which 3 have been approved by the MAB for encroaching beyond 25 feet. Therefore, the site requires a DRC site plan level II approval before additional boat lifts can be added to the property.

The applicant is requesting to add a boat lift to his boat slip. This request will bring a total of 5 boat lifts for the property. The site only allows four boat lift under the code without obtaining a DRC Site Plan Level II approval. Envirocare had a pre-DRC application meeting with Mohammed Malik, Zoning Administrator and Burt Ford, Zoning Chief to review and discuss options for adding an additional boat lift to the applicant's property. The applicant is required to submit a DRC Site Plan Level II application which can be filed concurrently with a MAB application. The applicant will submit an application for the April 14, 2020 DRC Meeting.

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

1. All structures and piles will not exceed 30% of the width of the waterway.
2. Due to the extraordinary width of the waterway at this location to the closest structure ( $\pm$ 318), 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).

Environmental permits for the proposed boat lift are 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.

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**



February 25, 2020

To Whom It May Concern:

Paul J Handerhan and Susie Fernandes purchased Boat Slip #2 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.

A handwritten signature in black ink, appearing to read "Anita Ortiz", is written over the printed name.

Anita Ortiz  
Secretary/Treasurer

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

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



**Assignment of Use of Rights to Boat Slip**

THIS ASSIGNMENT OF USE RIGHTS TO BOAT SLIP ("ASSIGNMENT") is made this 2nd day of February, 2020 by **DEBORAH GESSER & JEFF GESSER** (hereinafter "Assignor") whose address is 1180 North Federal Highway, Unit # 805R, Fort Lauderdale, FL 33304 to **PAUL HANDERHAN & SUSIE FERNANDES** (hereinafter "Assignee") whose address is 1180 North Federal Highway, Unit # 1409, Fort Lauderdale, FL 33304.

WHEREAS, Assignor is the owner of Unit # 805R pursuant to 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 #1409, in the Condominium.

WHEREAS, Assignor has agreed to assign to the Assignee use rights to a certain BOAT SLIP described below. However, if the Assignee defaults on the payment schedule below the use rights of the BOAT SLIP reverts back to **DEBORAH GESSER & JEFF GESSER**. *Jonathan Howard*

NOW, THEREFORE, in consideration of the sum of One hundred and Twenty thousand dollars (\$120,000.00) payable in two equal annual payments with the first payment commencing after the execution of the assignment agreement and the second and final payment due on February 2, 2021 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.
2. Assignment of Use Rights to Boat Slip. Assignor hereby assigns to the Assignee use rights to:

**BOAT SLIP No. 2, as shown on the Sheet Labeled "Lower Parking" of Exhibit "B" to the Declaration (the BOAT SLIP), governed by that certain Board of Trustees of the International Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease No. 060352716.**

3. Rules and Regulations of RIVA Fort Lauderdale Condominium Association, Inc. The use of the Assigned BOAT SLIP is subject to the 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.
4. Further Assignment by the 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

Boat Slip Assignment



in compliance with Florida law and shall be on forms approved by the Association. The Association shall be provided with notice of the assignment.

5. Exceptions. This Assignment is made subject to and Assignee shall be bound by the terms, conditions and regulations contained in the Declaration.
6. Use of BOAT SLIP. Assignee agrees that only reasonable and customary use will be made of the 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 the Assignee will dispose of all rubbish and garbage in appropriate containers. Assignee shall be responsible for the conduct and actions of his or her guests.
7. Damages and Insurance. Assignee acknowledges and agrees that 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 the Assignee, as to theft, fire, vandalism and other acts of God. The Association does not maintain insurance covering the personal property of the Assignee. It is the responsibility of the Assignee to adequately insure its property.
8. No liability for Damages. The Association, its 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 the Association from any and all liability from loss, injury or damage to persons or property sustained while in or on the Assigned BOAT SLIP.
9. Miscellaneous.
  - a. Execution by Parties. This Assignment shall not become effective until it has been executed by all of the parties hereto and the Association acknowledges receipt of a copy of this Assignment; but shall be dated for the purposes hereof as of the date and year first above written. Assignor agrees to cooperate with the Assignee after the execution to make any necessary amendments to the Assignment to properly file and record the Assignment with the Association and state or local authorities.
  - b. Applicable Law. This Assignment shall be constructed under the laws of the State of Florida.
  - c. Association as third party beneficiary. The Association is a third-party beneficiary of this Assignment.
  - d. Binding Effect upon Successors and Assigns. The Association 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

JG D 8F

Assignment, the prevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expense, deposition costs, expert witness expense and fees, and any other cost 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. Wavier. No wavier 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 wavier 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:

Deborah Gesser  
Deborah Gesser

Jeff Gesser  
Jeff Gesser

Deby  
Witness

2/2/2020  
Date

ASSIGNEE:

Paul Handerman  
Paul Handerman

Susie Fernandes  
Susie Fernandes

Boat Slip Assignment

3

**EXHIBIT XI**  
**SITE PHOTOGRAPHS**



1. Northern portion of slip #2, facing southeast along marginal dock



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



3. Southern portion of slip #2, 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

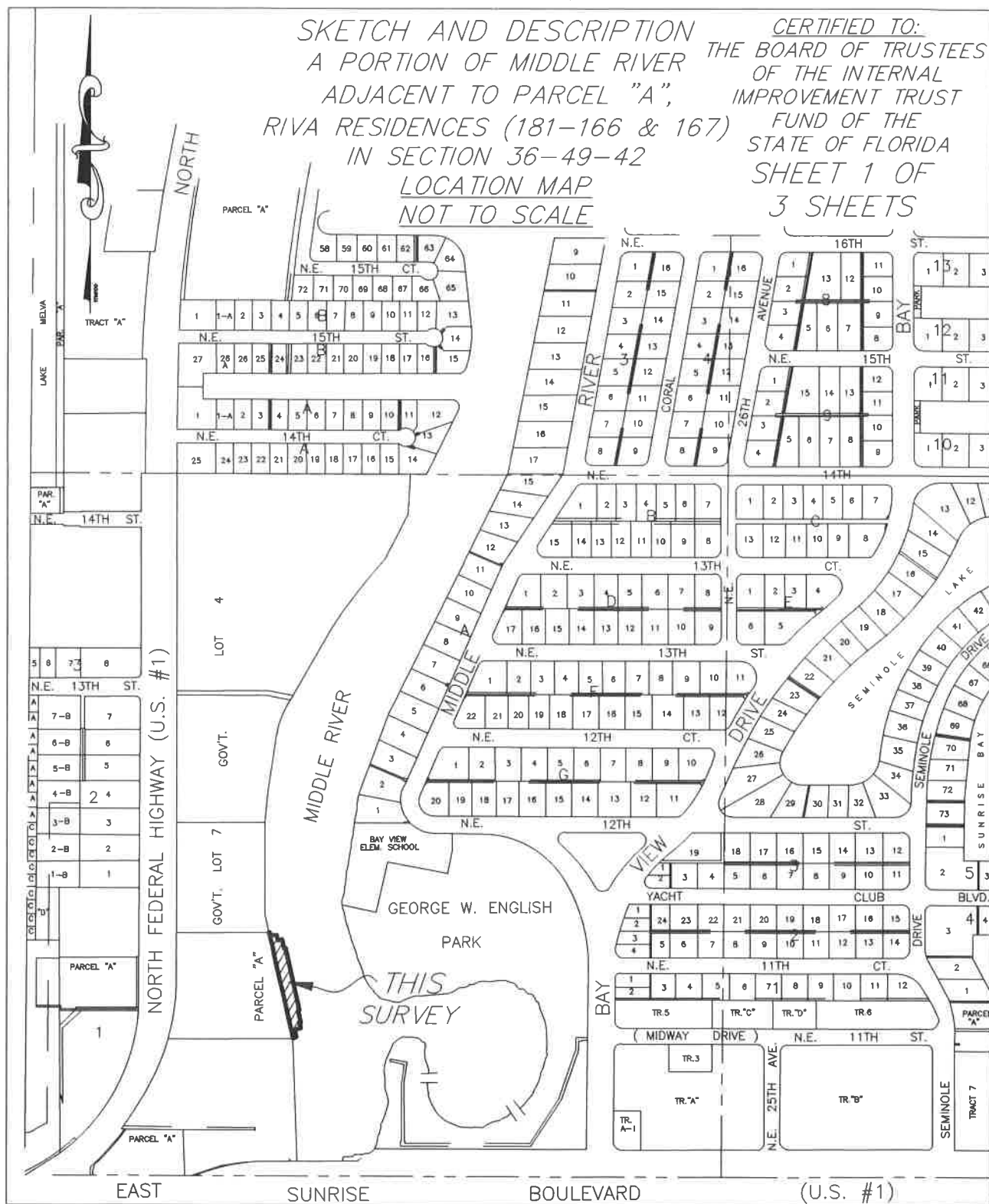
JOB ORDER NO. V-0161

CHECKED BY: JST



McLAUGHLIN ENGINEERING COMPANY  
LB#285

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



FIELD BOOK NO. \_\_\_\_\_

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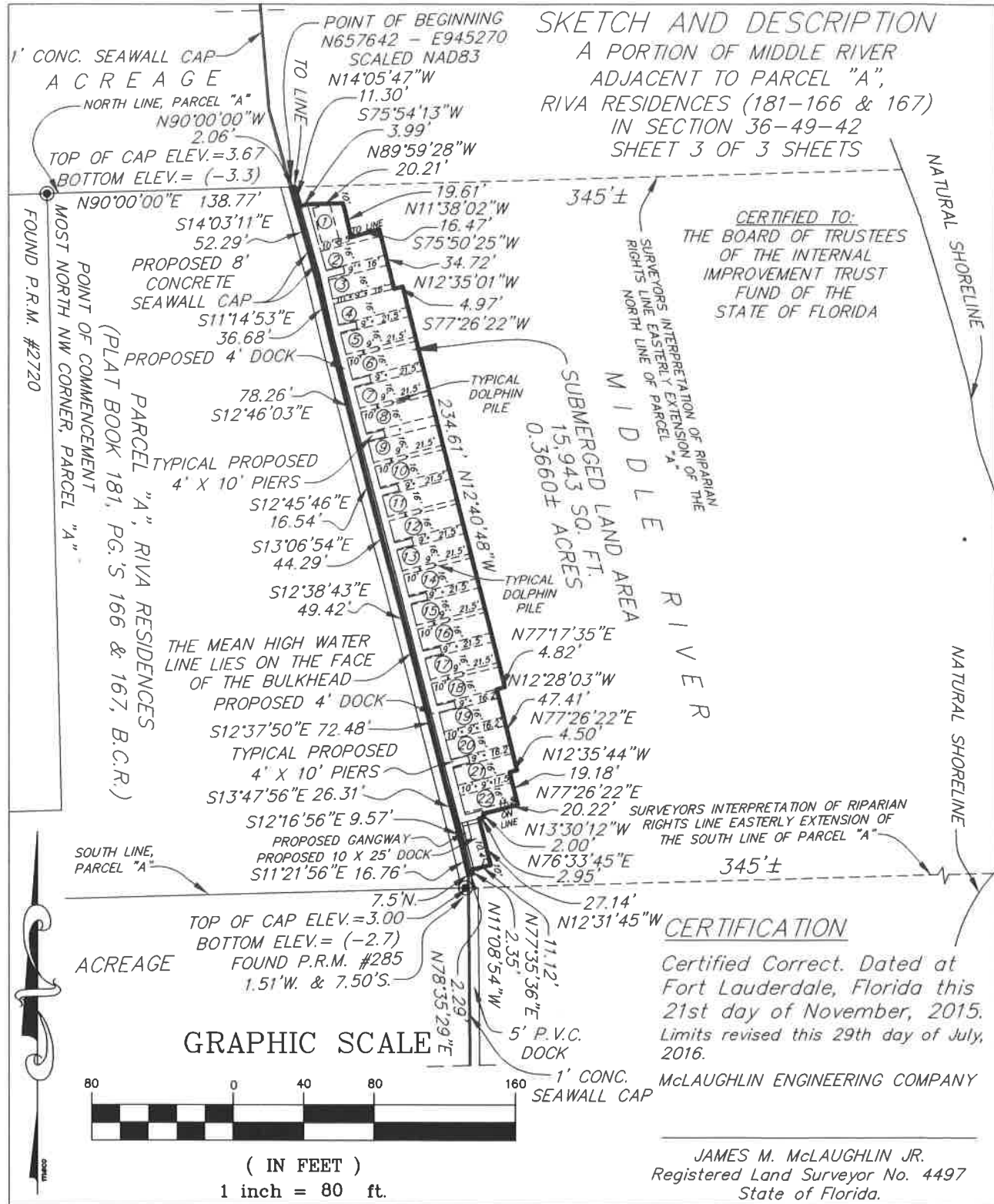
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