

**MEMORANDUM MF NO. 20-08**

DATE: June 30, 2020  
TO: Marine Advisory Board Members  
FROM: Andrew Cuba, Manager of Marine Facilities  
RE: August 6, 2020 MAB Meeting - Dock Waiver of Distance Limitations – Scott Rappoport / 1180 N. Federal Highway Unit 408 Slip #17.

Attached for your review is an application from Scott Rappoport / 1180 N. Federal Highway Unit 408 Slip #17.

**APPLICATION AND BACKGROUND INFORMATION**

The applicant is requesting approval for installation of a 4-post boat lift extending a maximum of +/-33’ into the Middle River. The distances this structure will extend from the property line (wet face of the seawall) 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>+/-33’</b>	<b>25’</b>	<b>+/-8’</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 +/- 327 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: Scott Rappoport
  
- TELEPHONE NO: (908)963-8419  
(mobile)
  
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 #17.
  
4. SITE ADDRESS: 1180 N. FEDERAL HWY #408, FORT LAUDERDALE FLORIDA, 33304  
ZONING: B-1  
LEGAL DESCRIPTION: RIVA CONDOMINIUM UNIT 408 PER AMCDO CIN #113566952
  
5. EXHIBITS (In addition to proof of ownership, list all exhibits provided in support of the applications).  
Warranty Deed, Project Plans, Site Location, Summary Description, Letter of Recommendation by HOA, Assignment of use rights to boat slip, Site Photographs, Sovereignty Submerged Land Lease

  
\_\_\_\_\_  
Applicant's Signature

6/29/2020  
\_\_\_\_\_  
Date

=====

The sum of \$ 1,500.00 was paid by the above-named applicant on the \_\_\_\_\_ of \_\_\_\_\_, 2020 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**  
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**EXHIBIT III  
WARRANTY DEED**

Prepared by and return to:  
**Jonathan C Diernbach, Esq.**  
Attorney at Law  
Trantalis & Associates  
2301 Wilton Drive Suite C1-A  
Wilton Manors, FL 33305  
954-566-2226  
File Number: 07-18-11

[Space Above This Line For Recording Data]

## Special Warranty Deed

**This Special Warranty Deed** made this 14 day of September, 2018 between **Premier Riva, LLC**, a Florida limited liability company whose post office address is **1180 N. Federal Highway, Fort Lauderdale, FL 33304**, grantor, and **SCOTT RAPPOPORT**, a single man whose post office address is **1180 N Federal Highway, #408, 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 408 of Riva Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 50792, Page(s) 797, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.**

**Parcel Identification Number: 494236AL0040**

**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

[Signature]  
Witness Name: Brian R. French

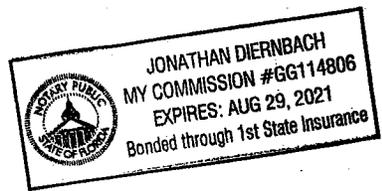
By: [Signature]  
BRADLEY DECKELBAUM, Manager

[Signature]  
Witness Name: Jonathan C. Diernbach, Esq.

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 13 day of September, 2018 by BRADLEY DECKELBAUM, Manager of PREMIER DEVELOPERS V, LLC, a Florida limited liability company, as Managing Member, on behalf of the limited liability company 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]



[Signature]  
Notary Public

Printed Name: \_\_\_\_\_

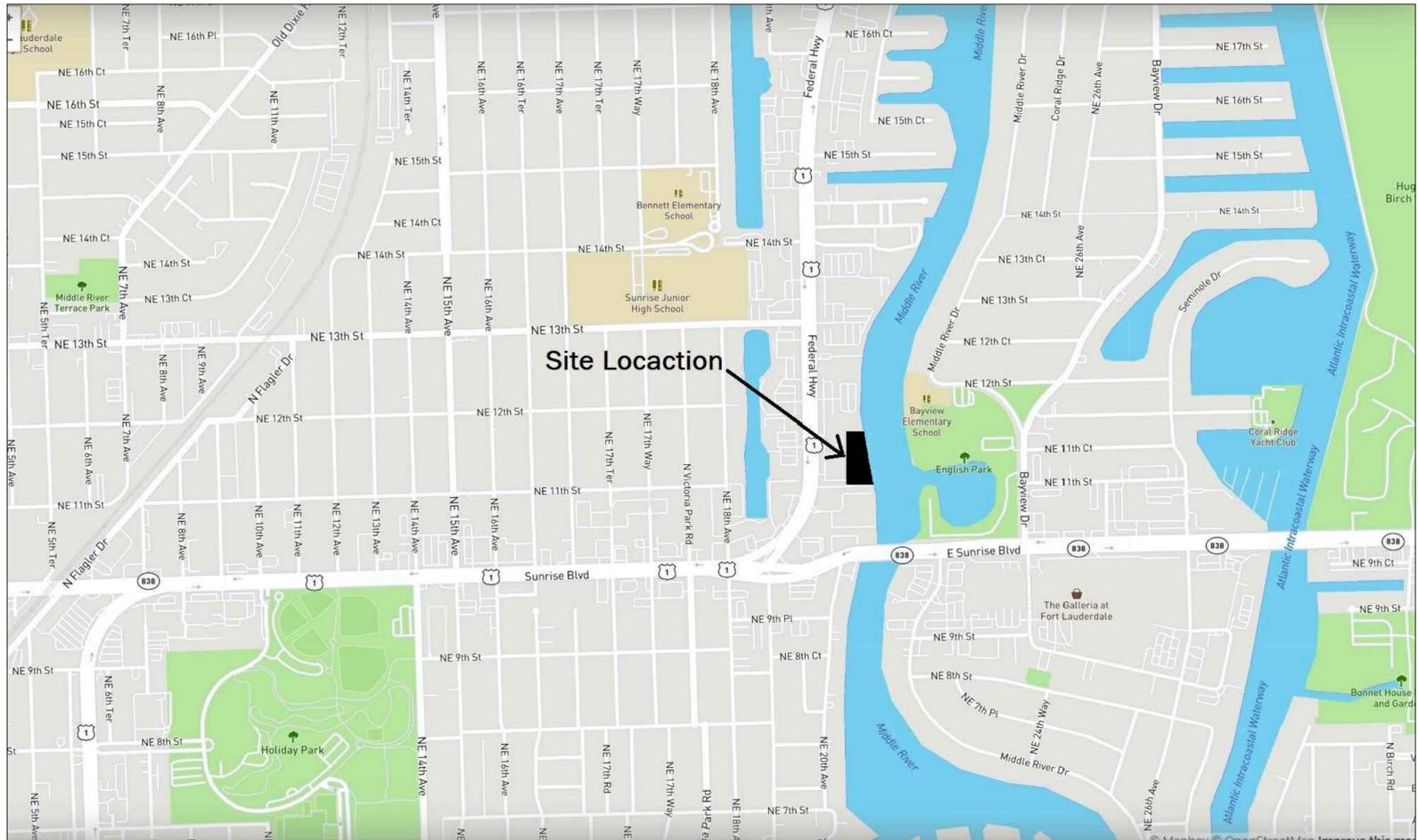
My Commission Expires: \_\_\_\_\_

## 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**

# Project Name: 1180 N. Fed - Scott Rappoport



Location Map

Applicant: Scott Rappoport  
1180 North Federal Hwy #408  
Ft. Lauderdale Florida, 33304

SLIP #17

Latitude: 26.138902  
Longitude: -80.118872  
Section: 36 Township: 49S Range: 42E  
State Tax Property ID: 4942 36 AL 0040

Plan Index	
Figure 1	Existing Site Conditions Slip #17
Figure 2	Proposed Site Plan Slip #17
Figure 3	Cross Section of Proposed Boat Lift

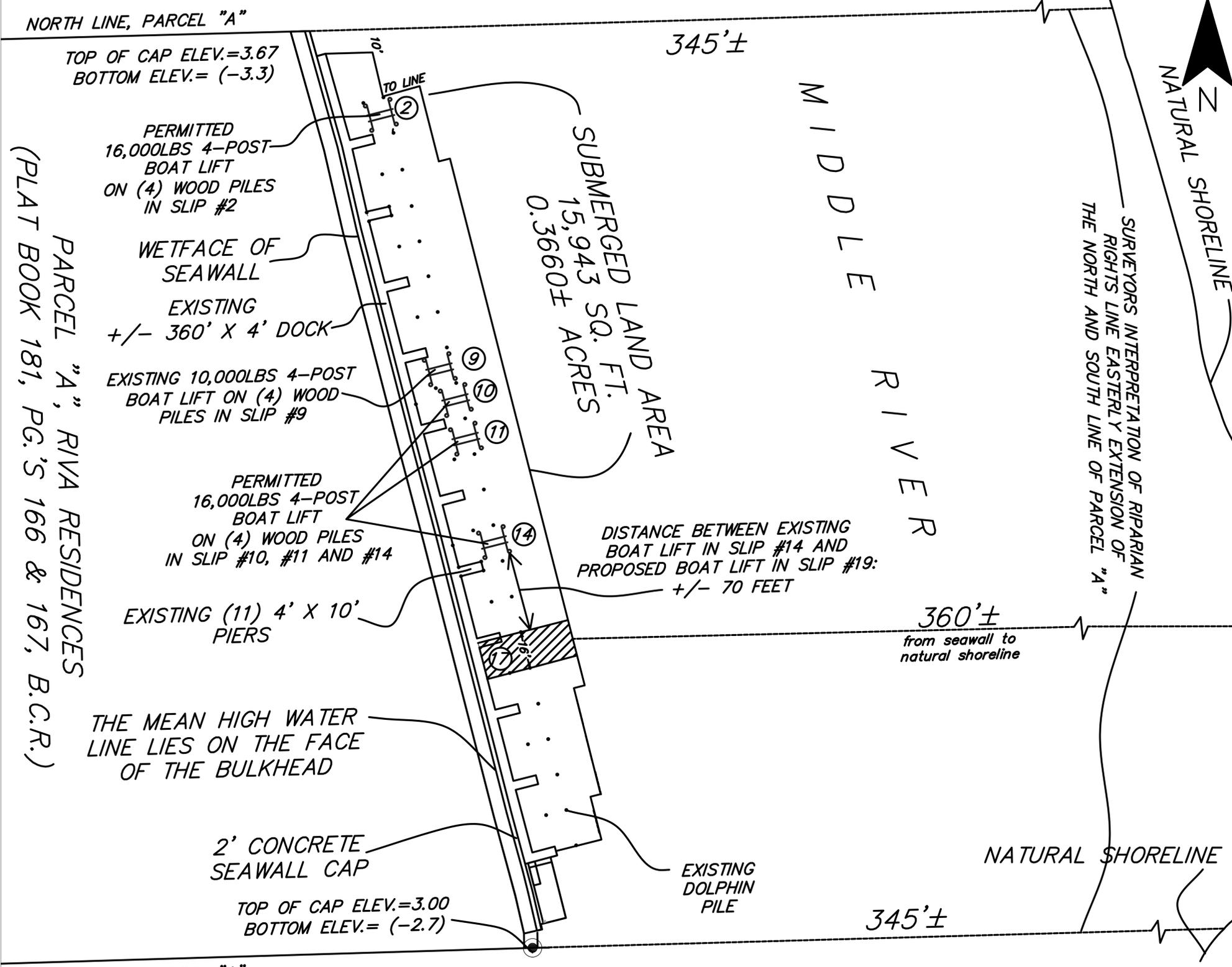


**EnviroCare International Solutions, Inc.**  
832 NE 26th Street  
Wilton Manors Florida, 33305  
Phone: (954) 730-7707  
Fax: (954) 730-7717  
Email: [services@envirocareinc.com](mailto:services@envirocareinc.com)

B I A G I E  
ENGINEERING

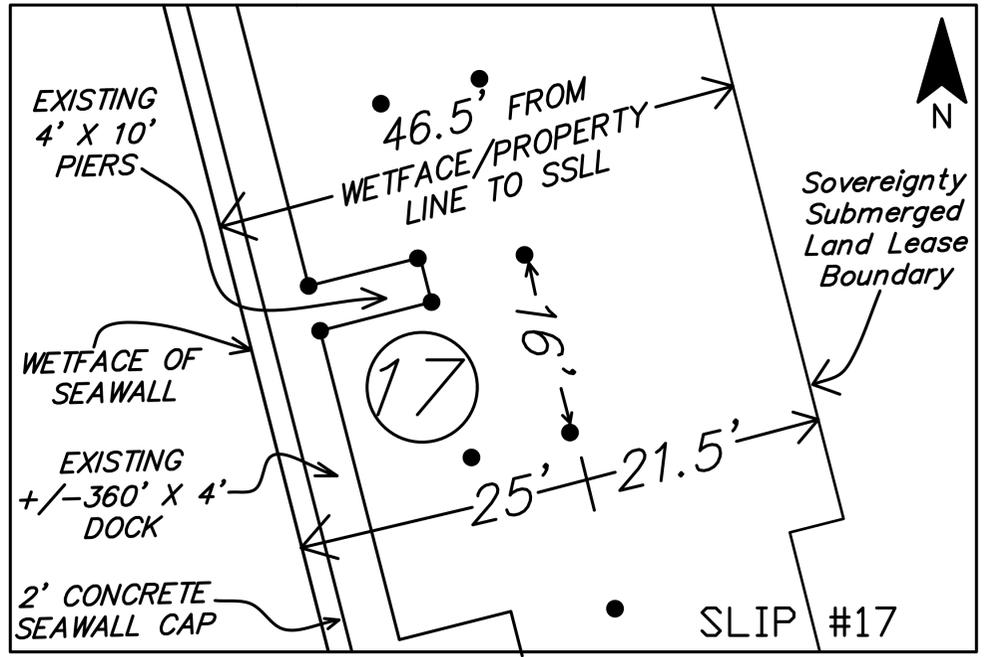
555 W Prospect Road  
Oakland Park, FL 33309

Phone: (954) 776-8004  
Fax: (954) 776-8015  
[info@biagiengineering.com](mailto:info@biagiengineering.com)



**Notes:**

- Above: Overview of the entire site, the boundary of this proposed project is within slip Slip #17.
- Right: Enlarged Detail of the existing slip, proposed for a four (4) post boat lift
- The width of Middle River from seawall in slip #17 to natural shoreline is +/- 360 feet.
- No benthic resources present during seagrass season 2019 (June 1st to September 30th)



**Figure 1**  
**Existing Site Conditions Slip #17**

1180 North Federal Hwy #408  
 Ft. Lauderdale Florida, 33304

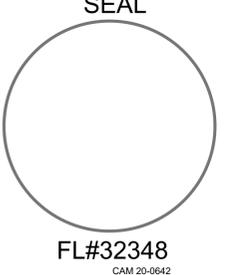


EnviroCare International Solutions, Inc.  
 832 NE 26th Street  
 Wilton Manors Florida, 33305  
 Phone: (954) 730-7707  
 Fax: (954) 730-7717

**BIAGI**  
 ENGINEERING

555 W Prospect Road  
 Oakland Park, FL 33309

Phone: (954)776-8004  
 Fax: (954)776-8015  
 info@biagiengineering.com



2'  
CONCRETE  
SEAWALL  
CAP

WETFACE OF  
SEAWALL

EXISTING  
+/- 360' X 4'  
DOCK

EXISTING  
4' X 10' PIERS

33' FROM  
WETFACE/PROPERTY  
LINE

Turbidity  
Curtains

Slip Boundary  
line

25'

8'  
(wavier request)

EXISTING  
DOLPHIN  
PILES

Slip Boundary  
line

+/- 46.5'

(2) 12"  
Wood Piles  
(wavier request)

13.5'

Sovereignty  
Submerged  
Land Lease  
Boundary (SSLL)

313.5'±

SSLL BOUNDARY TO  
NATURAL SHORELINE

Proposed 16,000 lb  
4-post lift on (4)  
new wood piles  
(approx. 12.6' X 14')

General Notes:  
-The width of the Middle River is +/- 313.5' from the SSLL boundary at slip #17 to the natural shoreline  
-The width of Middle River from the most waterward structure on the boat lift to the natural shoreline is +/- 327'  
-Slip #17 Dimensions: 46.5' X 16'  
-No benthic resources present during seagrass season 2019 (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

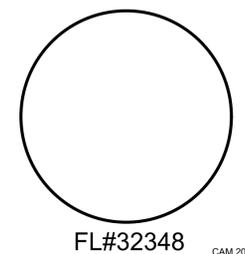
Figure 2  
Proposed Site Plan Slip #17

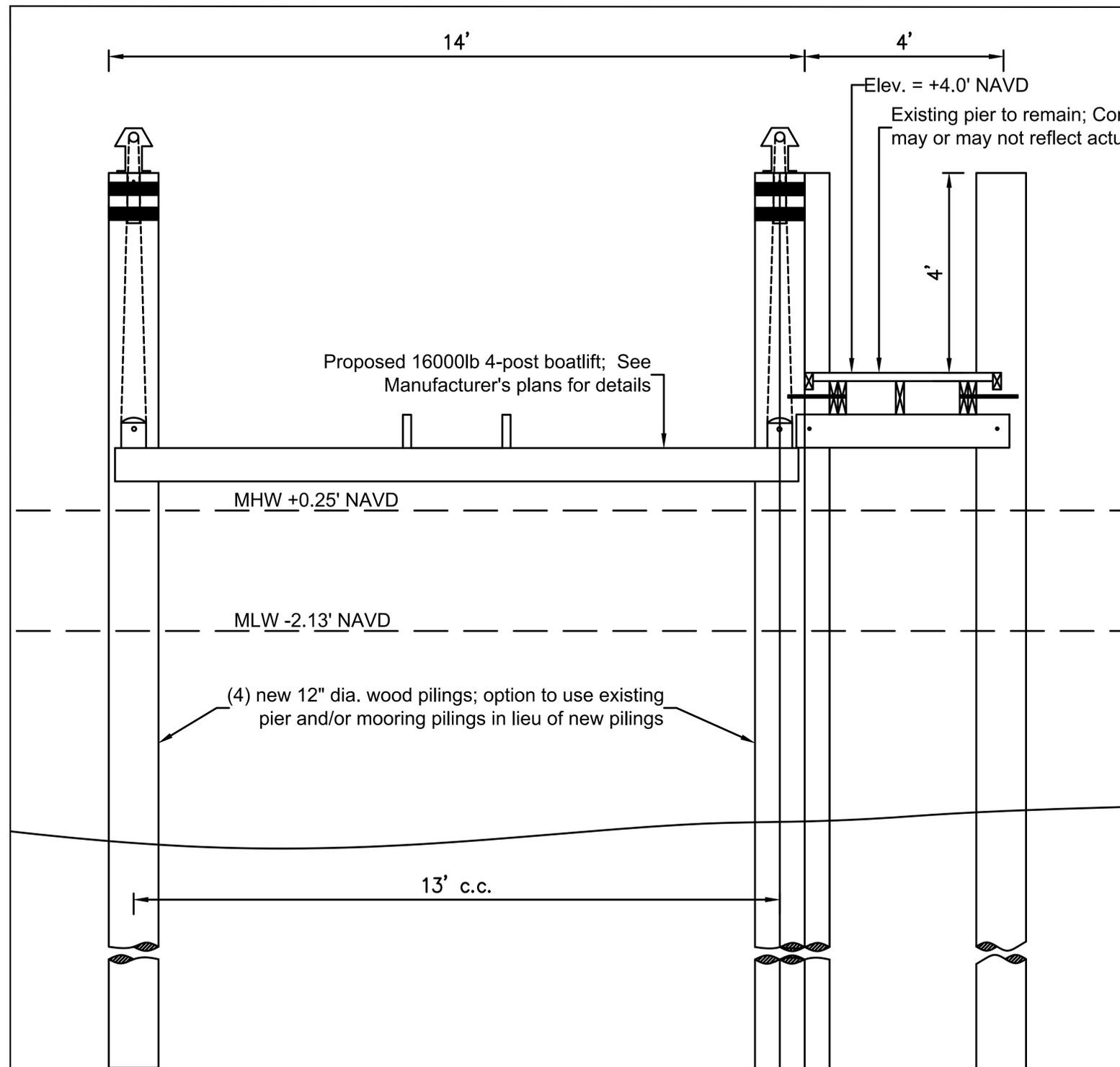
1180 North Federal Hwy #408  
Ft. Lauderdale Florida, 33304

BIAGI  
ENGINEERING



555 W Prospect Road  
Oakland Park, FL 33309  
Phone: (954)776-8004  
Fax: (954)776-8015  
info@biagiengineering.com





### 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.



**B I G A E N G I N E E R I N G**

555 W Prospect Road  
Oakland Park, FL 33309  
Phone: (954)776-8004  
Fax: (954)776-8015  
info@bigaengineering.com

PREPARED FOR:  
**Envirocare, Inc.**  
832 N.E. 26th St.  
Wilton Manors, FL 33305  
954-730-7707

REVISIONS

4-POST BOAT LIFT FOR:  
SCOTT RAPPOPORT (SLIP #17)  
1180 N. FEDERAL HWY #408  
FORT LAUDERDALE, FL

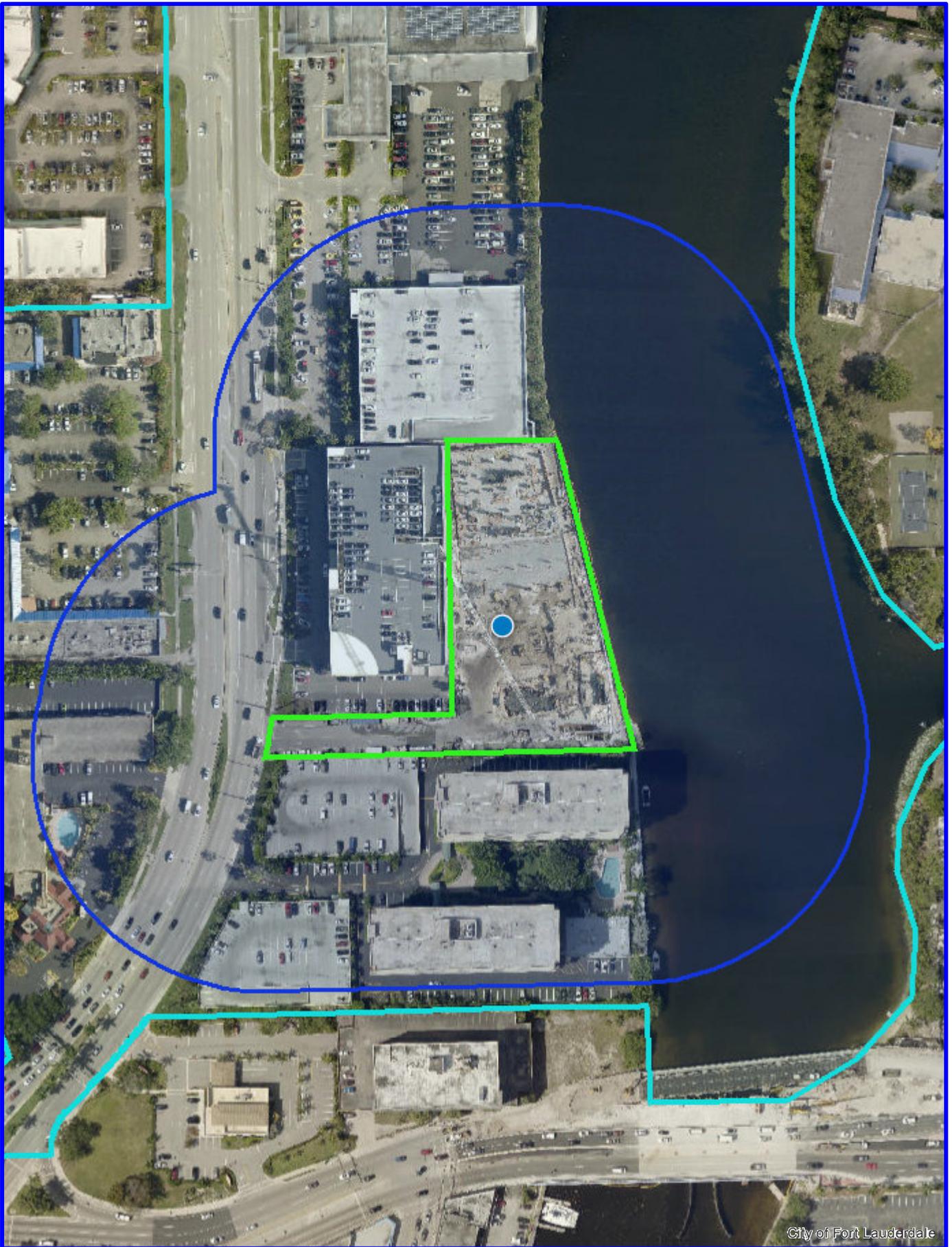
SEAL

FL#32348

drawn by:  
checked by:  
date:  
job no:

FIGURE 3  
CROSS SECTION  
OF PROPOSED  
BOAT LIFT

**EXHIBIT V  
SITE AERIAL**



City of Fort Lauderdale



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.

#### #408

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 #17 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 33') into the Middle River. However, the boat lift is setback 13.5 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 5 existing boatlifts of which 4 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. The site only allows four boat lifts 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 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 ( $\pm$ 327), 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	±33.0'	25.0'	±8.0'

**EXHIBIT VII  
HOA LETTER OF  
RECOMMENDATION**

# RIVA

June 29, 2020

To Whom It May Concern,

Scott Rappoport owns Boat Slip # 17 at Riva Condominium. They have the approval of the Board of Directors to install a boat lift in it.

If you have any questions, please do not hesitate to contact the Management Office at 954-507-1405.

Sincerely,



Howard Braverman, President of the Board of Directors  
Riva Fort Lauderdale Condominium Association, Inc.

**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 day of September, 2018, by PREMIER RIVA, LLC, a Delaware limited liability company (hereinafter "Assignor"), whose address is 2601 E. Oakland Park Boulevard, Suite 200, Fort Lauderdale, Florida, 33306 to SCOTT RAPPOPORT (hereinafter "Assignee"), whose address is 1180 N Federal Highway, Unit 408, Fort Lauderdale, FL 33304.

### RECITALS:

WHEREAS, Assignor is the Developer under the Declaration of Condominium of RIVA, a Condominium (the "Condominium") (the "Declaration") recorded in Official Records Book 50792, Page 797, as Amended and Restated Declaration of Condominium recorded in Official Records Instrument No. 113566952, 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. 408, RIVA, A CONDOMINIUM; and

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

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

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

**Boat Slip No. 17, as shown on Sheet labeled "Lobby Floor" of Exhibit "B" to the Declaration (the "Boat Slip"), governed by that certain Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease No. 060352716.**

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

3. Rules and Regulations of RIVA Fort Lauderdale Condominium Association, Inc. The use of the Boat Slip is subject to rules and regulations promulgated by RIVA FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC. (the "Association"), and all

terms and provisions set forth in the Declaration. Assignee agrees to comply with all rules and regulations governing the Boat Slips.

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

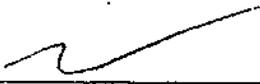
- f. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.
- g. Attorneys' Fees. If it becomes necessary for either party herein, their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

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

ASSIGNOR:

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

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

BY:   
Bradley Deckelbaum, as manager

ASSIGNEE:

RIVAFORT, CORP, a Florida corporation

BY:   
SCOTT RAPPOPORT

**EXHIBIT XI  
SITE PHOTOGRAPHS**

1. Standing North of Slip #17  
looking Southeast



2. Standing West of slip #17  
looking East.



3. Standing South of Slip #17  
looking Northeast



**EXHIBIT X  
SOVEREIGNTY  
SUBMERGED  
LAND LEASE**



McLAUGHLIN ENGINEERING COMPANY  
LB#285

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

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

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

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

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

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

NOTES:

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

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

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

DRAWN BY: JMMjr \_\_\_\_\_

JOB ORDER NO. V-0161 \_\_\_\_\_

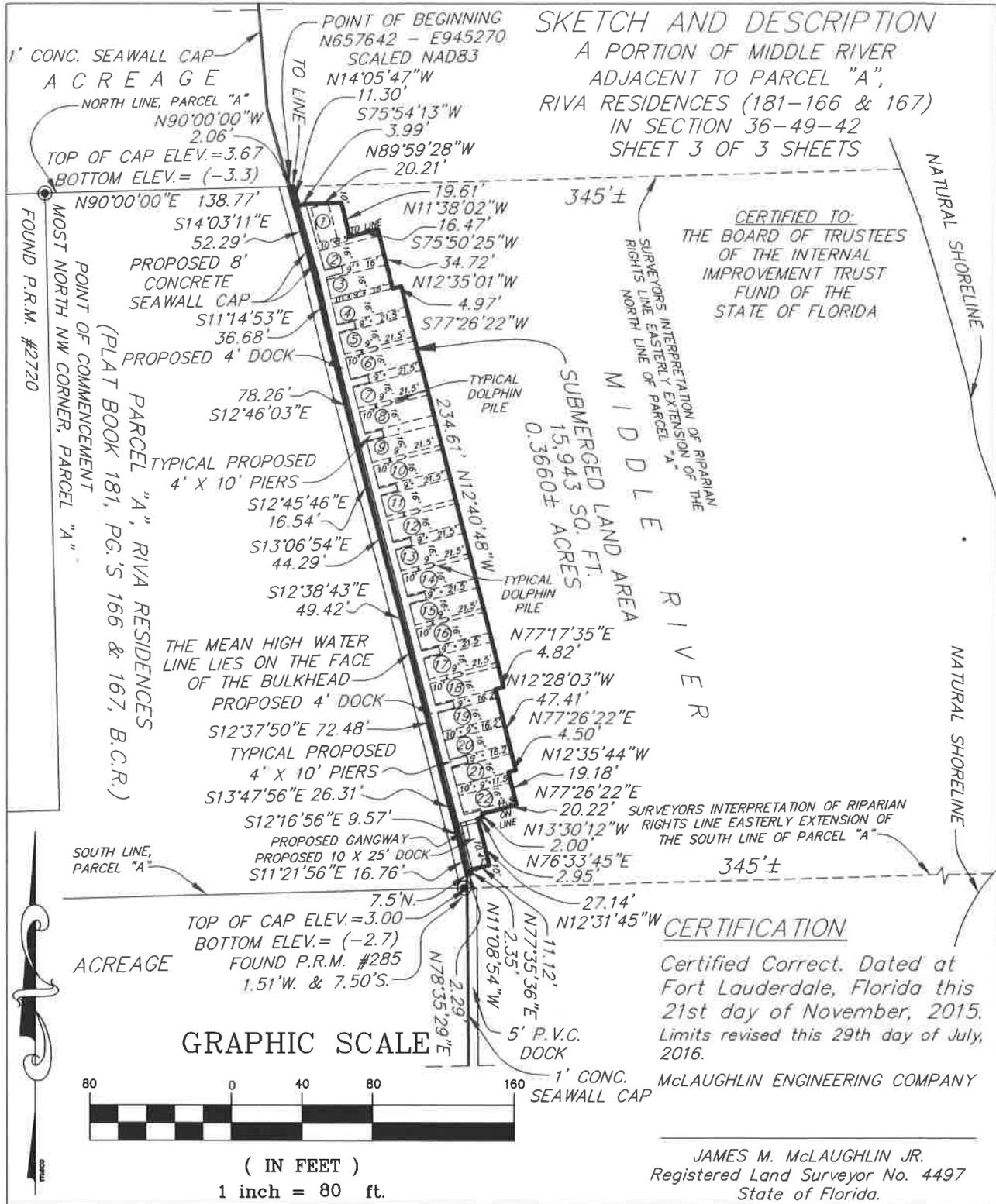
CHECKED BY: JST \_\_\_\_\_





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