



CITY OF FORT LAUDERDALE

DRAFT
MEETING MINUTES
CITY OF FORT LAUDERDALE
MARINE ADVISORY BOARD
FORT LAUDERDALE FIRE RESCUE DEPARTMENT
528 NW 2ND STREET, STATION #2
FORT LAUDERDALE, FLORIDA 33311
3RD FLOOR CONFERENCE ROOM
THURSDAY, DECEMBER 5, 2024 – 6:00 P.M.

Cumulative Attendance
May 2024-April 2025

| | | | | | |
|----------------------------|---|---|---|--|---|
| Steve Witten, Chair | P | 6 | 1 | | |
| James Harrison, Vice Chair | P | 5 | 2 | | |
| Norm Bekoff | A | 2 | 1 | | |
| Tyler Brunelle | P | 6 | 1 | | |
| Jason Dunbar | P | 6 | 1 | | |
| Barry Flanigan | P | 6 | 1 | | |
| Robert Franks | P | 5 | 2 | | |
| John Lynch (arr. 6:13) | | P | 6 | | 1 |
| Noelle Norvell (via Zoom) | P | 5 | 2 | | |
| Ed Rebholz | P | 4 | 3 | | |
| Bill Walker | A | 4 | 3 | | |
| Robert Washington | P | 6 | 1 | | |

As of this date, there are 12 appointed members to the Board, which means 7 would constitute a quorum.

Staff

Andrew Cuba, Marine Facilities Manager
 Jonathan Luscomb, Marine Facilities Supervisor
 John Herbst, Fort Lauderdale City Commissioner
 Robert Dunckel, Assistant City Attorney
 Marc Johnson, Marine Unit Officer
 Antoine Loar, Code Compliance Supervisor
 Manny Garcia, Senior Code Compliance Officer
 Luis Villanueva, Senior Administrative Assistant
 K. Cruitt, Recording Secretary, Prototype, Inc.

Communications to City Commission

None.

- I. Call to Order / Roll Call

Chair Witten called the meeting to order at 6:02 p.m.

II. Statement of Quorum

Roll was called and it was noted a quorum was present.

III. Approval of Minutes – November 12, 2024

This Item was not addressed.

IV. Holiday Visit by District 1 Commissioner John C. Herbst

- **Shared Initiatives & Front Burner Items for 2025**
- **2024 Recap**

Chair Witten introduced Fort Lauderdale District 1 City Commissioner John C. Herbst. He invited the Commissioner's feedback on any issues with which he felt the Board could be of assistance.

Commissioner Herbst confirmed that clean water and waterways are a concern in his District, particularly with respect to debris that may fall into the water. The City has recently increased contracted services to keep the waterways clean.

Another issue is the anchoring of sailboats in waterways. Many residents are hopeful that a new Ordinance may provide an opportunity for redress. Commissioner Herbst has discussed outreach to affected areas with the City Attorney's Office, and is considering a joint meeting so City officials and Staff can speak with residents about these concerns. While waterway views are not subject to protection, property owners and waterway users must be able to safely use the waterways as well.

Commissioner Herbst continued that he also appreciates the marine industry's contribution to the City and its economy. One challenge faced by the City Commission is balancing the interests of various parties, including recreational boaters, property owners, and the marine industry. He emphasized the value of the MAB's expert advice to the Commission in maintaining this balance.

The City Commission also hears from members of the public who contact them directly regarding issues and concerns. Commissioner Herbst advised that if the Commission takes action that is not consistent with the advice provided by the Board, it may be because there are other constituencies reaching out to them representing different interests. He concluded that the Board's work is critical in informing and educating the Commission and helping them make better decisions.

V. Waterway Crime & Boating Safety Report – Sgt. Travis O'Neal

Marine Unit Officer Marc Johnson reported the following activity from November 2024:

- 68 calls for service
- 38 citations
- 4 accidents, none with injuries
- 1 burglary

Chair Witten recalled that at the recent Fort Lauderdale International Boat Show, he spoke with representatives of electronics manufacturer Garmin regarding issues with device thefts from boats. He anticipated a visit from a company representative in early 2025 to discuss this further.

- **Update on Code Compliance**

Senior Code Compliance Officer Manny Garcia stated that since 2020, he has worked with the Marine Unit to perform waterway inspections. One of the issues he addressed during the COVID-19 pandemic was derelict vessels, with which he continues to work every week. He advised that Code Compliance wants to work with the MAB as much as possible.

Officer Garcia reported that from October 1 to today, Code Compliance has performed 74 different inspections on the water. He noted that he often sees individuals working on vessels while they are on the water, which can result in illegal debris. The fine for this violation can be up to \$15,000. While it is legal to wax a vessel while it is on the water, painting, sanding, or grinding is not permitted.

Officer Garcia added that landscapers often blow leaves or other debris into the waterway, where it can damage boat engines. He emphasized the importance of educating property owners about why this is not permitted.

Mr. Brunelle asked why this prohibited activity would result in a fine to the property owner but not to the landscaper. Officer Garcia explained that Code Compliance may only cite properties rather than people. In addition, a company may be registered in a city other than Fort Lauderdale, which means there is no action the City can take against them. If a property owner is cited, they are likely to seek redress from the company.

Mr. Brunelle commented that a property owner may not be aware of the exact work a contractor is doing on their property. Assistant City Attorney Robert Dunckel stated that when a property owner is given a notice to appear (NTA) and/or issued a fine, they are unlikely to allow that violation again.

Mr. Brunelle asked if there is any action that can be taken to hold individuals and companies responsible in addition to the property owner. Officer Garcia reiterated that Code Compliance cannot issue an NTA to an individual who is not a resident of Fort Lauderdale.

Officer Garcia continued that the magnitude of an incident depends upon the amount of debris that is being dumped. A few leaves will not result in a citation, but a large amount of debris can create a hazard. He added that the Special Magistrate makes the decision regarding the amount of a fine based on the severity of the violation.

Code Compliance Supervisor Antoine Loar further clarified that the power of Code Compliance lies in its ability to place liens on property. If a property owner does not pay a fine, a lien will be imposed against their property. The owner is responsible for the businesses and/or individuals they hire.

- **The Role of FLPD vs Code Enforcement**

Chair Witten invited Officer Garcia to attend subsequent Board meetings to provide greater clarity on the different responsibilities of these entities. Officer Garcia emphasized that Code Compliance works closely with the Marine Unit and each contacts the other as needed.

VI. Review of 2024 – Thoughts on 2025

- **“Crystal Ball Discussion;” Goals, Initiatives, ‘Free Wheeling’ Conversation**

Chair Witten advised that the next MAB meeting is scheduled for January 2, 2025, which will be a joint meeting with the Marine Industries Association of South Florida (MIASF). In February 2025, a senior representative of Port Everglades has been invited to give a presentation to the Board on the Port’s daily operations.

A schedule of the 2025 Board meetings was distributed to the Board members. The Board will continue to meet on the first Thursday of each month, with no meeting scheduled in August 2025. Mr. Cuba noted that the July 2025 meeting is scheduled for Wednesday, July 3 to avoid conflict with the holiday.

Chair Witten stated that the Board will continue to address issues such as clean water and safe waterway access in 2025. They will also continue to make decisions on a case-by-case basis with regard to waiver requests.

Mr. Franks gave a brief presentation on bathymetrics and how they affect waterway regulations. He reviewed the boundaries of the federal channel, pointing out that there are tight navigational areas on the waterway where visibility may be limited or dockage may create difficulties for large vessels.

Chair Witten requested that the full presentation be placed on the January 2025 Agenda.

VII. Old / New Business

- **News, articles, trends and concerns about our waterfront community as well as anything impactful on the local and national boating scene**

Chair Witten recognized Marine Facilities Supervisor Jonathan Luscomb, who plans to retire, for his years of service to the City. Mr. Cuba introduced Senior Administrative Assistant Luis Villanueva, who will succeed Mr. Luscomb.

A meeting is scheduled for Thursday, December 12, 2024 to discuss replacement of the Riverwalk seawall.

Ray Parker, private citizen, stated that current City Ordinances prohibit the rental of dock space in most zoning categories. He noted that a memorandum to the City Commission from earlier in 2024 suggests that these Ordinances be amended so docks can legally be rented in RS-4.4 and RS-8 zoning districts. The rental of space would require permits, and permit fees would be used to fund the position of a Chief Waterways Officer. Mr. Parker concluded that he did not agree with this proposal.

Attorney Dunckel commented that he was not familiar with this suggestion, but pointed out that docks are currently considered as an accessory to the upland use of a property. If dock space is rented, this would create a new principal use, which could have a significant impact on waterfront neighborhoods and condominiums. He also asserted that he was not in favor of this proposal.

VIII. Adjournment – Warm Holidays & A Healthy New Year – See You in 2025!

There being no further business to come before the Board at this time, the meeting was adjourned at 7:12 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

[Minutes prepared by K. McGuire, Prototype, Inc.]

ITEM VIII

MEMORANDUM MF NO. 24-17

DATE: November 15, 2024

TO: Marine Advisory Board Members

FROM: Andrew Cuba, Marine Facilities and Parks Manager

RE: January 2, 2025 MAB Meeting - Dock Waiver of Distance Limitations – Daniel Wobby / 1180 N. Federal Highway Unit 1410, Slip #16.

Attached for your review is an application from Daniel Wobby / 1180 N. Federal Highway Unit 1410, Slip #16.

APPLICATION AND BACKGROUND INFORMATION

The applicant is requesting approval for installation of one (1) 16,000 pound four-post boat lift extending a maximum of +/-32'7" into the Middle River. The distance this proposed structure will extend from the property line into waterway is shown in the project plans 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 | +/-32'7" | 25' | +/-7'7" |

As more than one boat lift is present within each 100 feet of the project site, per ULDR Section 47-19.3(b)(1), DRC Site Plan Level 2 and associated call-up period will be required prior to City Commission review. 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 owner's vessel from high wave energy from excessive boat wakes, as well as safer mooring during high wind events and severe weather.

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 proposed boat lifts' location's property line to the adjacent natural shoreline is +/-

330 feet, according to the Summary Description and Distance Exhibits provided in **Exhibit 1**.

Marine Facilities' records indicate that there have been six (6) Waivers of Limitation approved by the City Commission behind the Riva Condominium at 1180 North Federal Highway:

| DATE | ADDRESS | MAXIMUM DISTANCE |
|-------------|----------------|-------------------------|
| 2019 | SLIP 14 | 30'+/- |
| 2020 | SLIP 4 | 30'+/- |
| 2020 | SLIP 19 | 30'+/- |
| 2020 | SLIP 14 | 30'+/- |
| 2020 | SLIP 17 | 33'+/- |
| 2020 | SLIP 10 | 30'+/- |
| 2024 | SLIP 7 | 32'8"+/- |

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 posts 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, Marine Facilities Supervisor



**1180 NORTH FEDERAL HWY (UNIT 1410 / SLIP 16)
APPLICATION FOR MARINE FACILITIES WATERWAY (MAB)**



Table of Contents

| | |
|---------------------------------------|----|
| APPLICATION FORM..... | 3 |
| SUMMARY DESCRIPTION | 5 |
| UNITY OF TITLE | 8 |
| ORIGINAL SURVEY | 13 |
| ZONING AERIAL..... | 15 |
| SITE PHOTOGRAPHS | 17 |
| PROJECT PLANS | 19 |
| DISTANCE EXHIBIT | 24 |
| EXISTING WAIVERS IN THE VICINTY | 27 |
| DOCK SLIP OWNERSHIP..... | 34 |



**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):
2. NAME: DANIEL WOBBY

TELEPHONE NO: (630) 697-5442 EMAIL: DANIELWOBBY@GMAIL.COM
3. APPLICANT'S ADDRESS (if different than the site address): **N/A**



3. TYPE OF AGREEMENT AND DESCRIPTION OF REQUEST: **The applicant requests a waiver for the proposed installation of four (4) wood 12-inch piles beyond 25 feet from the property line.**

4. SITE ADDRESS: **1180 NORTH FEDERAL HWY (UNIT 1410 – SLIP 16)**

ZONING: B 1



LEGAL DESCRIPTION AND FOLIO NUMBER: RIVA CONDOMINIUM UNIT LPH1110
PERM1000 CIN #11366952

5. EXHIBITS (In addition to proof of ownership, list all exhibits provided in support of the applications).
Warranty Deed, survey, zoning aerial, photos, project plans

Card Swaday 8/19/24

Applicant's Signature

Date

The sum of \$ _____ was paid by the above-named applicant on the _____ of _____, 20____ Received by: _____

City of Fort Lauderdale

=====For Official City Use

Only=====

Marine Advisory Board Action

Commission Action

Formal Action taken on _____

Formal Action taken on _____

Recommendation _____
Action _____



EXHIBIT II SUMMARY DESCRIPTION



Summary Description

1180 N Federal HWY #1410, Slip 16

TCG Project No.

The project site is located along the Middle River at 1180 N Federal HWY, slip 16 in the City of Fort Lauderdale, Broward County, Florida.

The property is located along the Middle River, which is a tidal water. The nearest direct connection to the Atlantic Ocean is approximately 2 miles to the southeast at the Port Everglades Inlet. As the project site is located along the 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 wood marginal dock with finger piers. The proposed project consists of the installation of a new 16K 4-post boat lift mounted on four (4) wood pilings 12" dia, installation of 2 catwalks. As measured from the property line 7.7' +/- encroach more than 25' from the property line into the Middle River. As these distances are over the allowable 25' distance into the waterway from the property line, the proposed pilings will require a variance waiver. A technical review has been completed allowing installation the lift.

The following five (5) matters provide justification for this waiver request:

1. All structures and piles will not exceed 25% of the width of the waterway.
2. Due to the extraordinary width of the waterway at this location from wetface to wetface ($\pm 330'$), the proposed project will not impede navigation within the Middle River.



3. The proposed structure is necessary for safely mooring resident vessel, especially during high wind events and severe weather. The proposed structure will be used for one vessel.
4. The proposed structure is also necessary to protect the resident vessel from high wave energy from excessive boat wakes along the Middle River.
5. The proposed structure is consistent with other structures previously authorized through the City of Fort Lauderdale that do not exceed more than 25' from the property line.
6. Technical review has been completed allowing installation the lift.

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

| STRUCTURE | PROPOSED STRUCTURE | STRUCTURE DISTANCE FROM THE PROPERTY LINE | PERMITTED DISTANCE WITHOUT WAIVER | DISTANCE REQUIRING A WAIVER |
|------------------|---------------------------|--|--|------------------------------------|
| SLIP 16 | Boat Lift Pilings | 32.7' +/- | 25' | 7.7'+/- |



**EXHIBIT III
UNITY OF TITLE**



BOAT LIFTS & DOCKS OF SOUTH FLORIDA

Instr# 119570817 , Page 1 of 3, Recorded 05/13/2024 at 11:52 AM
Broward County Commission
Deed Doc Stamps: \$15750.00

Prepared by:
Mary M. Earnest, Esq.
Earnest Tighe Law Firm, P.A.
103 NE 4th Street
Fort Lauderdale, FL 33301
954-525-5644
File Number: 2024-0124

Return to:
Dickenson Law, P.A.
4800 N. Federal Highway
Suite 100E
Boca Raton, FL 33431
561-391-1900

Parcel Identification No. 4942-36-AL-0900

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 1st day of May, 2024 between W. Walter Boyd, a married man, individually and as Trustee of the W. Walter Boyd Revocable Trust of 2006, as amended and restated, joined by his spouse, David B. Santee, whose post office address is 800 Lakeside Circle #1-507, Pompano Beach, FL 33060 of the County of Broward, State of Florida, grantor*, and Daniel S. Wobby and Carol S. Wobby, husband and wife, whose post office address is 1180 N Federal Highway, #1410, Fort Lauderdale, FL 33304 of the County of Broward, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN 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 No. 1410 of RIVA, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 50792, Page 797, of the Public Records of Broward County, Florida.

Subject to taxes for 2024 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

DoubleTime®

②

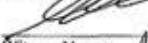



BOAT LIFTS & DOCKS OF SOUTH FLORIDA


Instr# 119570817 , Page 2 of 3

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:
Witnesses as to Grantor


Witness Name: MARY M. EARNEST
Witness Address: 103 NE 4th St. Ft. Lauderdale, FL 33301


W. Walter Boyd, individually and as Trustee of the W. Walter Boyd Revocable Trust of 2006, as amended and restated


Witness Name: SHAKIRA MORENO
Witness Address: 103 NE 4th St. Fort Laud, FL 33301

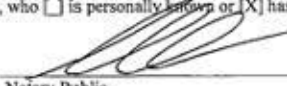

David B. Santee

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of April, 2024 by W. Walter Boyd, individually and as Trustee of the W. Walter Boyd Revocable Trust of 2006, as amended and restated and David B. Santee, who is personally known or has produced a driver's license as identification.

[Notary Seal]




Notary Public
Printed Name: Mary M. Earnest
My Commission Expires: 4/28/2027

Z:\368\word document\Daily 2024\April\17-2024



Instr# 119570817 , Page 3 of 3, End of Document

RIVA

RESIDENCES
FORT LAUDERDALE

January 11, 2024

CERTIFICATE OF APPROVAL TO PURCHASE

To Whom It May Concern:

THIS IS TO CERTIFY that Carol S. Wobby & Daniel S. Wobby have been approved by the Riva Fort Lauderdale Condominium Association, to reside in, and as the owner(s) of, the following described property in BROWARD COUNTY, FLORIDA:

Property address located at:
1180 North Federal Highway # 1410
Fort Lauderdale, FL 33304

Please contact the Riva Management Office if you have any questions regarding this approval letter.

Regards,

Signature: 

Name: Howard Braverman

Position: President of Board of Directors

On behalf of the Board of Directors of the
Riva Fort Lauderdale Condominium Association, Inc.



BOAT LIFTS & DOCKS OF SOUTH FLORIDA



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

PROPERTY SUMMARY

Tax Year: 2025

Property ID: 494236AL0900

Property Owner(s): WOBBY, DANIEL S & CA. OL S

Mailing Address: 1180 N FEDE AL HWY #1410 FO T LAUDE DALE, FL 33304

Physical Address: 1180 N FEDE AL HIGHWAY # 1410 FO T LAUDE DALE, 33304

Property Use: 04 - Condominium

Millage Code: 0312

Adj. Bldg. S.F: 2314

Bldg Under Air S.F: 2314

Effective Year: 2019

Year Built: 2018

Units/Beds/Baths: 1 / 2 / 3

Deputy Appraiser: Condo Department

Appraisers Number: 954-357-6832

Email: condoinfo@bcpa.net

Zoning: B-1 - BOULEVARD BUSINESS

Abbr. Legal Des.: IVA CONDOMINIUM UNIT

LPH1410 PE AMCDO CIN #113566952

PROPERTY ASSESSMENT

| Year | Land | Building / Improvement | Agricultural Saving | Just / Market Value | Assessed / SOH Value | Tax |
|------|-----------|------------------------|---------------------|---------------------|----------------------|-------------|
| 2025 | \$197,380 | \$1,776,430 | 0 | \$1,973,810 | \$1,973,810 | |
| 2024 | \$197,380 | \$1,776,430 | 0 | \$1,973,810 | \$1,613,980 | \$29,573.00 |
| 2023 | \$169,800 | \$1,528,220 | 0 | \$1,698,020 | \$1,566,980 | \$29,120.02 |

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

| | County | School Board | Municipal | Independent |
|--------------------|-------------|--------------|-------------|-------------|
| Just Value | \$1,973,810 | \$1,973,810 | \$1,973,810 | \$1,973,810 |
| Portability | 0 | 0 | 0 | 0 |
| Assessed / SOH | \$1,973,810 | \$1,973,810 | \$1,973,810 | \$1,973,810 |
| Granny Flat | | | | |
| Homestead | 0 | 0 | 0 | 0 |
| Add. Homestead | 0 | 0 | 0 | 0 |
| Wid/Vet/Dis | 0 | 0 | 0 | 0 |
| Senior | 0 | 0 | 0 | 0 |
| Exemption Type | 0 | 0 | 0 | 0 |
| Affordable Housing | 0 | 0 | 0 | 0 |
| Taxable | \$1,973,810 | \$1,973,810 | \$1,973,810 | \$1,973,810 |

SALES HISTORY FOR THIS PARCEL

| Date | Type | Price | Book/Page or Cin |
|------------|---|-------------|------------------|
| 04/17/2024 | Warranty Deed Qualified Sale | \$2,260,000 | 119570817 |
| 12/13/2021 | Warranty Deed Qualified Sale | \$1,850,000 | 117809110 |
| 02/08/2018 | Special Warranty Deed Qualified Sale | \$1,450,000 | 114894768 |

LAND CALCULATIONS

| Unit Price | Units | Type |
|------------|-------|------|
|------------|-------|------|

RECENT SALES IN THIS SUBDIVISION

| Property ID | Date | Type | Qualified/ Disqualified | Price | CIN | Property Address |
|--------------|------------|---------------|-------------------------|-------------|-----------|--|
| 494236AL0560 | 10/22/2024 | Warranty Deed | Qualified Sale | \$2,100,000 | 119883682 | 1180 N FEDE AL HWY #1006 FO T LAUDE DALE, FL 33304 |
| 494236AL0900 | 04/17/2024 | Warranty Deed | Qualified Sale | \$2,250,000 | 119570817 | 1180 N FEDE AL HWY #1410 FO T LAUDE DALE, FL 33304 |
| 494236AL0910 | 12/01/2023 | Warranty Deed | Qualified Sale | \$2,500,000 | 119267678 | 1180 N FEDE AL HWY #1501 FO T LAUDE DALE, FL 33304 |
| 494236AL0250 | 11/28/2023 | Warranty Deed | Qualified Sale | \$1,175,000 | 119257054 | 1180 N FEDE AL HWY #705 FO T LAUDE DALE, FL 33304 |
| 494236AL0570 | 11/28/2023 | Warranty Deed | Qualified Sale | \$1,190,000 | 119254729 | 1180 N FEDE AL HWY #1007 FO T LAUDE DALE, FL 33304 |

SPECIAL ASSESSMENTS

| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
|---|------|-------|-------|------|------|-----------------------------------|-------|------|
| Fl Lauderdale Fire-rescue (03) residential () | | | | | | FT Laud Stormwater Cat II (F2) | | |
| 1 | | | | | | 885.00 | | |

SCHOOL

Bennett Elementary School: C
Sunrise Middle School: B
Fort Lauderdale High School: A

ELECTED OFFICIALS

13

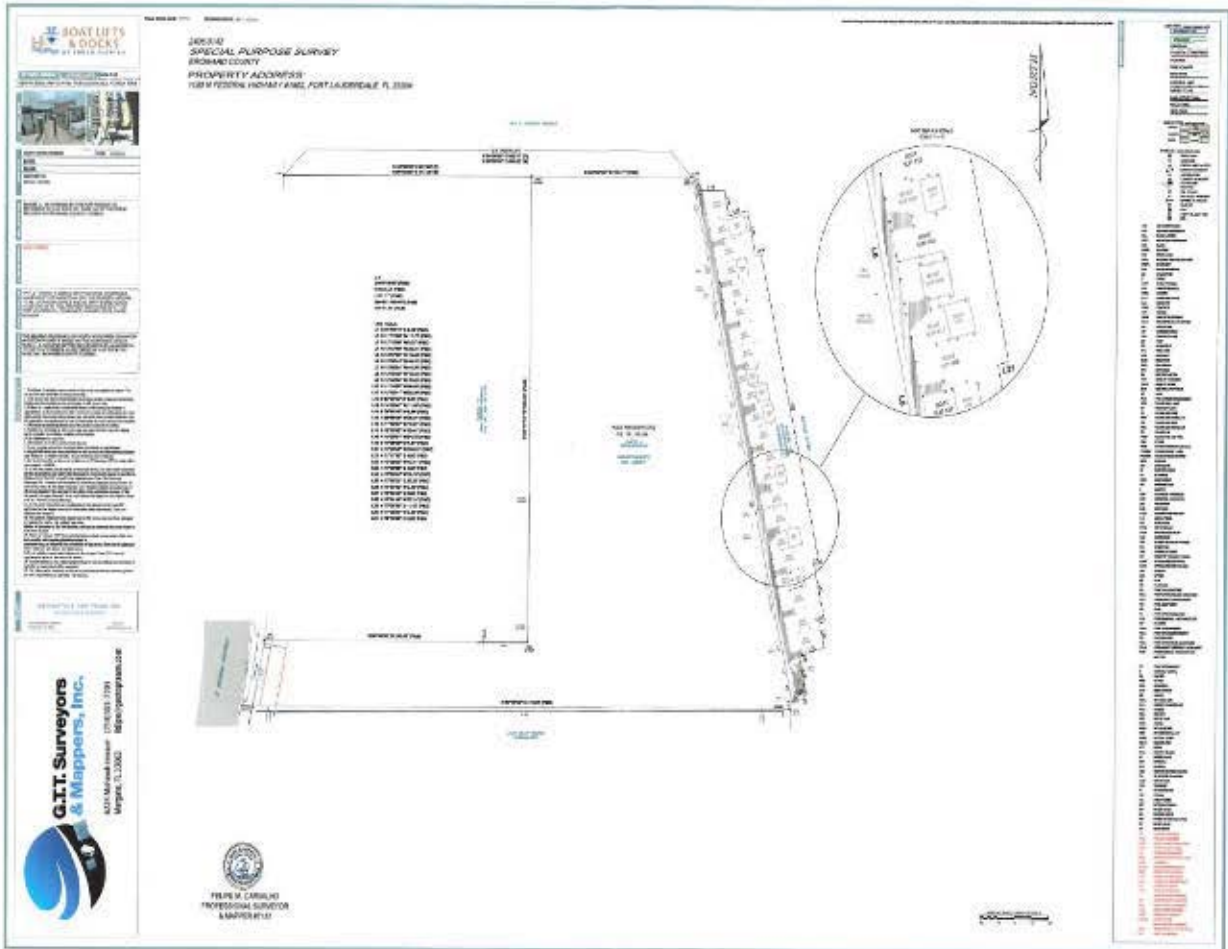
| Property Appraiser | County Comm. District | County Comm. Name | US House Rep. District | US House Rep. Name |
|-----------------------------|-------------------------|--------------------------|------------------------|---------------------|
| Marty Kiar | 4 | Lamar P. Fisher | 23 | Jared Moskowitz |
| Florida House Rep. District | Florida House Rep. Name | Florida Senator District | Florida Senator Name | School Board Member |
| 100 | Chip LaMarca | 37 | Jason W. B. Pizzo | Sarah Leonard |



**EXHIBIT IV
ORIGINAL SURVEY**



BOAT LIFTS & DOCKS OF SOUTH FLORIDA

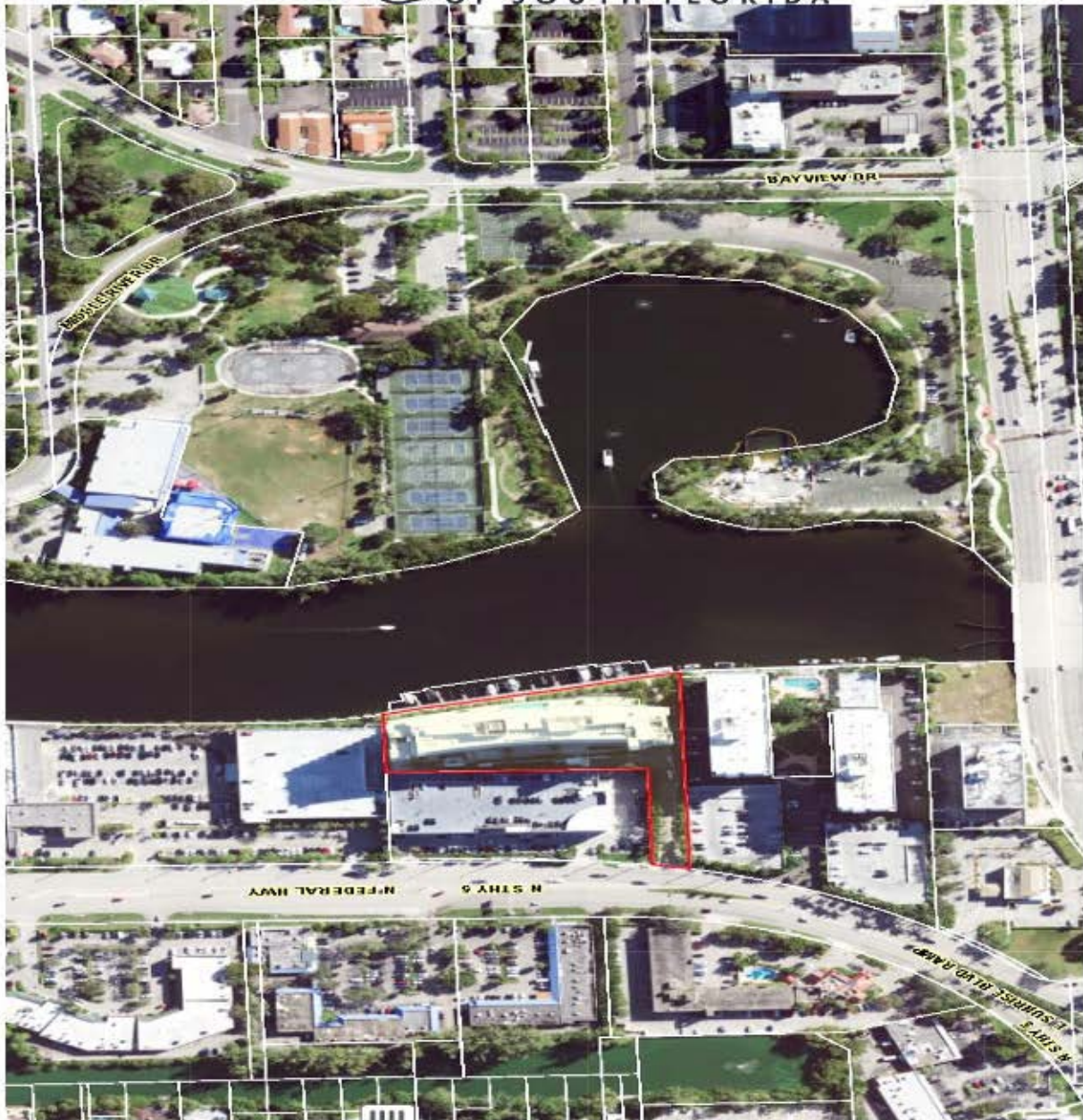




**EXHIBIT V
ZONING AERIAL**



BOAT LIFTS & DOCKS OF SOUTH FLORIDA





**EXHIBIT VI
SITE PHOTOGRAPHS**



1. Subject site, showing the existing mooring pilings.



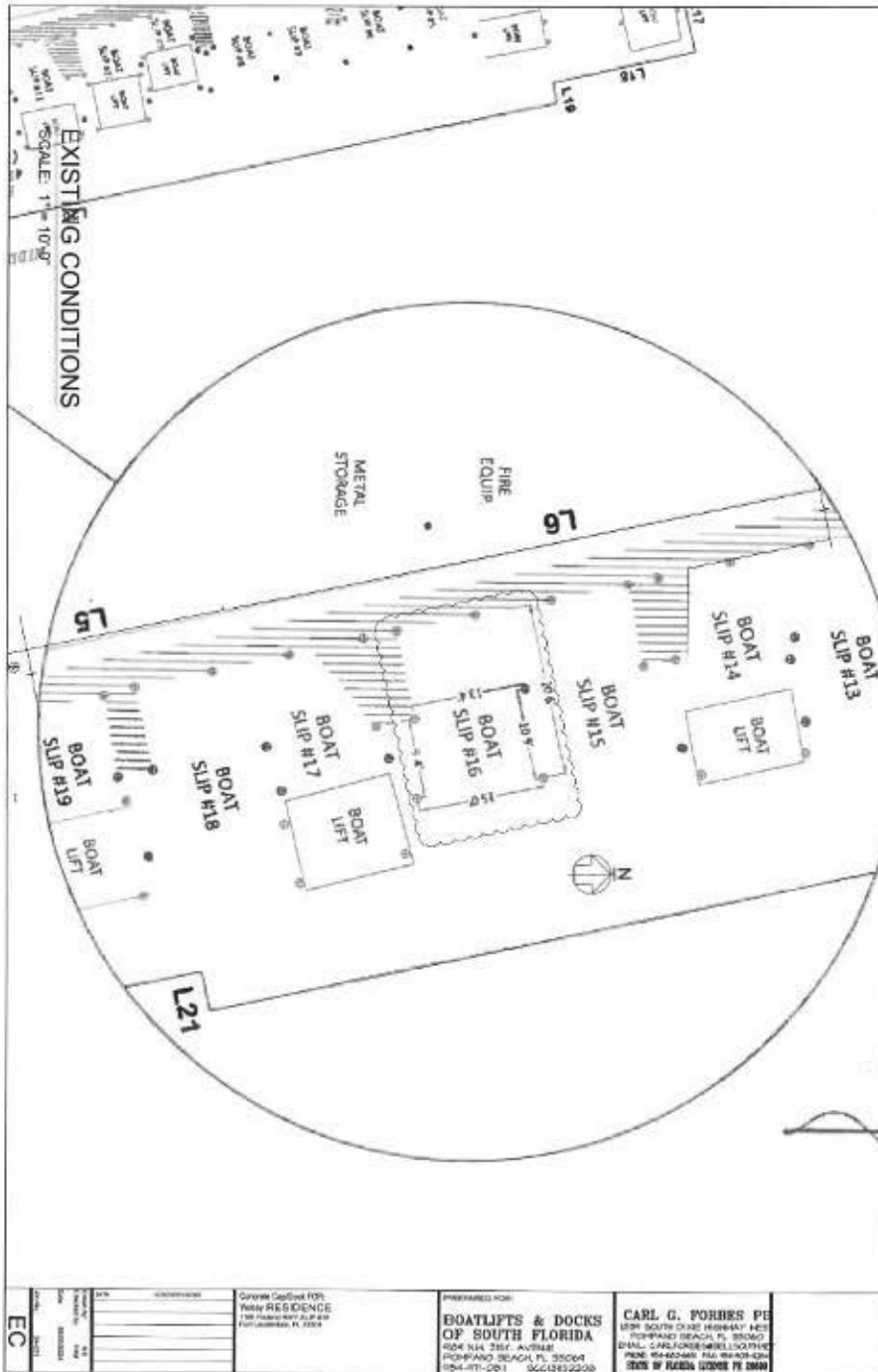
2. East portion of the subject site, facing west along the Middle River.



EXHIBIT VII PROJECT PLANS



BOAT LIFTS & DOCKS OF SOUTH FLORIDA



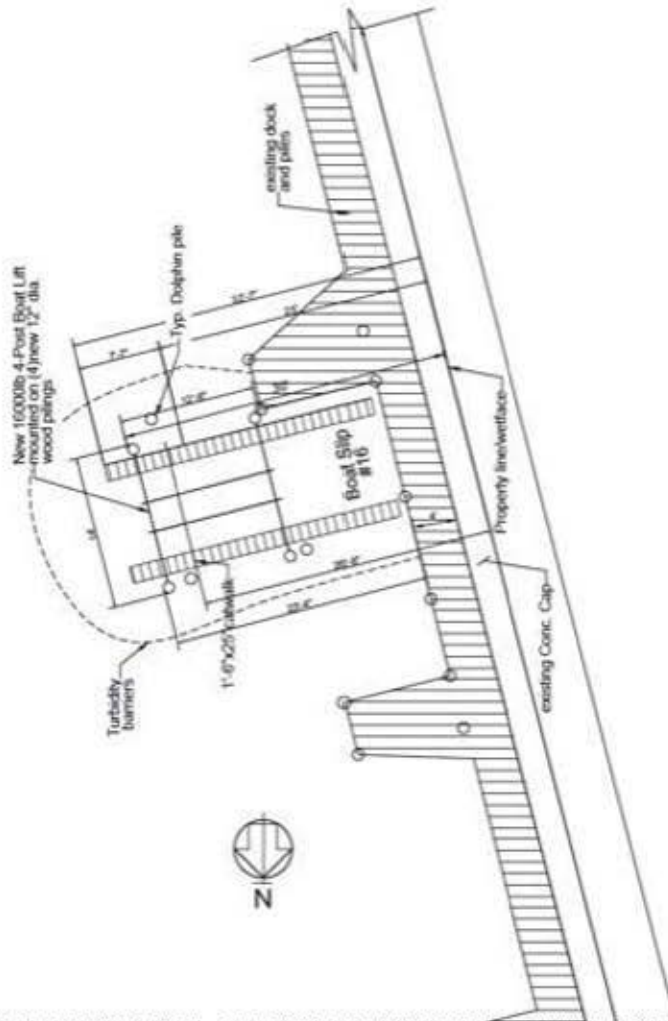
Boat Lifts & Docks of South Florida - 989 NW 31st Avenue, Bldg. F, Pompano Beach, FL 33069
 Telephone: 954-971-0811 Fax: 954-971-1770 Licensed & Insured SCC 147913115



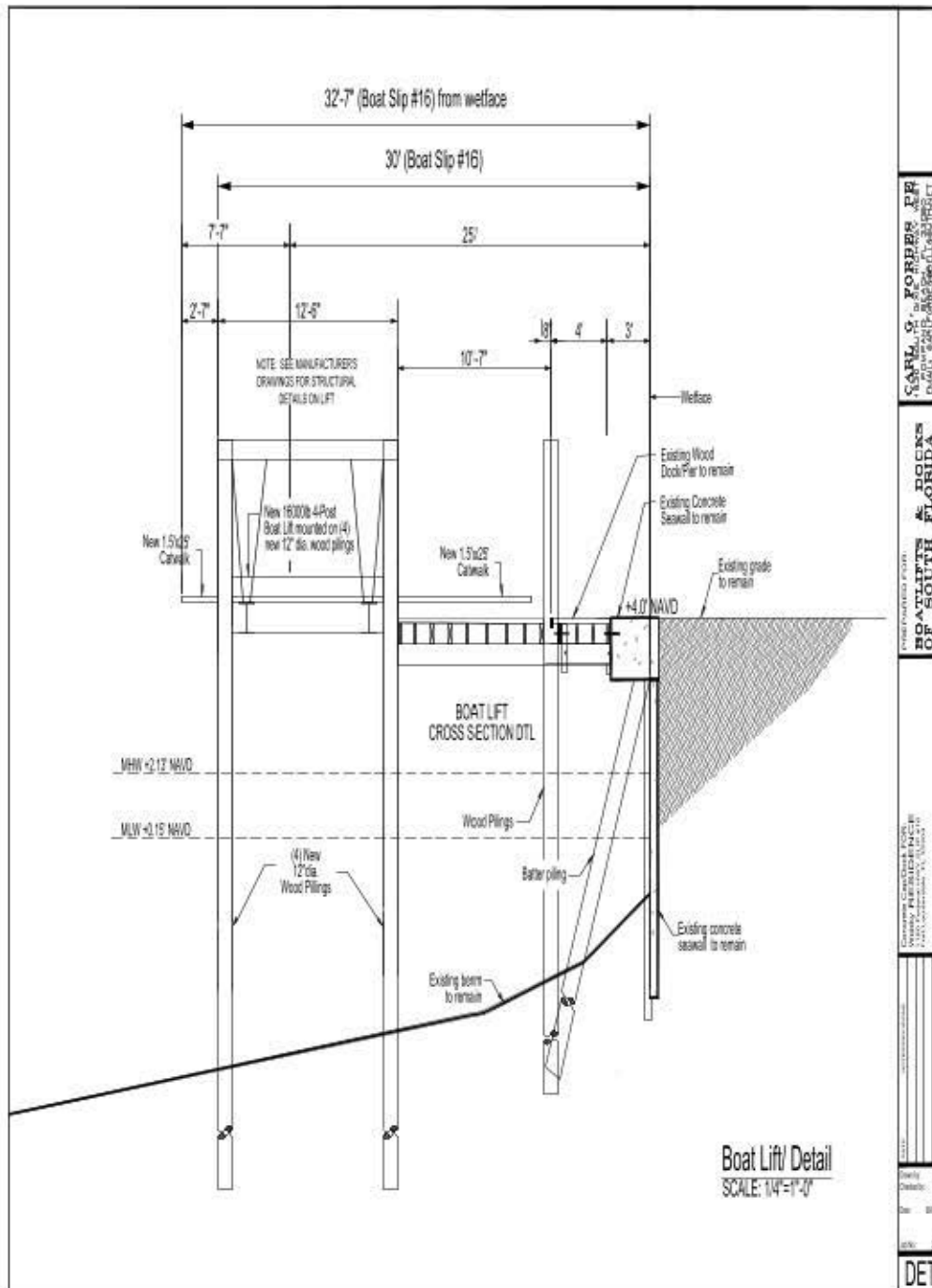
BOAT LIFTS & DOCKS OF SOUTH FLORIDA

General Notes:

1. New 16000lb 4-Post Boat Lift, Mounted on (4) new Dia. Wood Pilings, new 12" dia. piles with enhanced seawall cap 3"x2" full length and 7 new batter piles
2. All pilings to be driven 6' into strata. If hard strata are encountered, a 2" minimum penetration is required.
3. For all prestressed piles, extend piling strands a min. of 18" into cap/dock steel or cut strands even top of pile & dowel/reopy (2) #5 L-bars 12" w/ 4" min embedment.
4. All hardware to be galvanized or stainless steel.
5. Turbidity barriers are to surround all in water construction areas during piling and/or panel installation activities.
6. Elevations shown are based on the North American Vertical Datum of 1988.
7. Design in accordance with 2023 8th Edition of the Florida Building Code.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

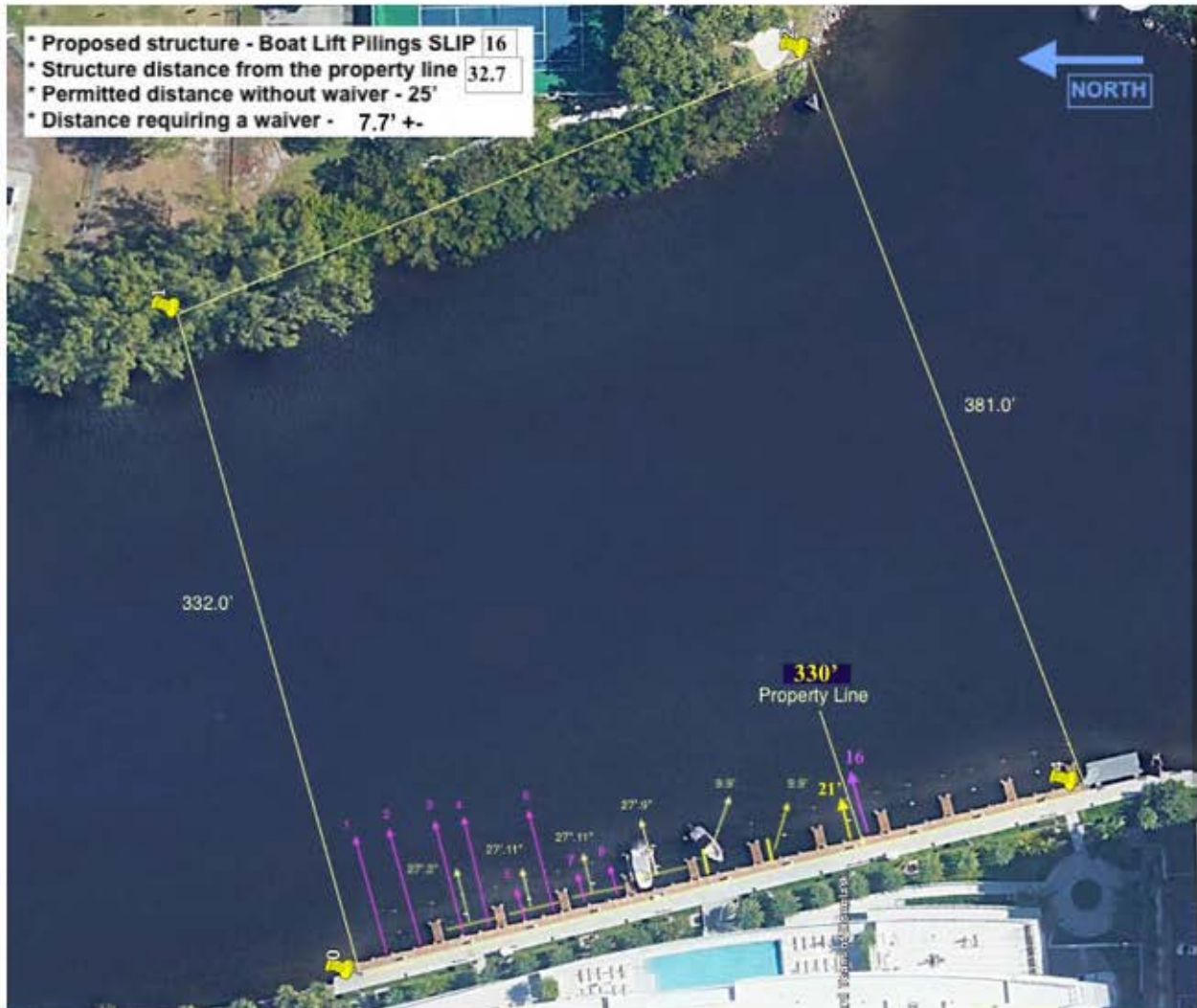


SITE PLAN
SCALE: 1" = 10'-0"





**EXHIBIT VIII
DISTANCE EXHIBIT**









**EXHIBIT IX
EXISTING WAIVERS IN THE VICINTY**



BOAT LIFTS & DOCKS

OF SOUTH FLORIDA

EXISTING WAIVERS IN THE VICINTY



| ADDRESS - RIVA | MAXIMUM DISTANCE |
|------------------------|------------------|
| 2020 Unit 609 Slip 4 | 30' + - |
| 2020 Unit 1608 Slip 10 | 30' + - |
| 2019 Unit 1201 Slip 14 | 30' + - |
| 2020 Unit 1201 Slip 14 | 30' + - |
| 2020 Unit 408 Slip 17 | 33' + - |
| 2020 Unit 1106 Slip 19 | 30' + - |
| 2024 Unit 1502 Slip 7 | 32.8' + - |
| SUBJECT SITE | 32.7' +/- |



Sec. 47-19.3. - Boat slips, docks, boat davits, hoists and similar mooring structures.

(a) The following words when used in this section shall, for the purposes of this section, have the following meaning:

- (1) *Mooring device* means a subset of mooring structures as defined herein including boat davits, hoists, boat lifts and similar devices that are erected on or adjacent to a seawall or dock and upon which a vessel can be moored. A mooring device does not include docks, slips, seawall or mooring pile.
- (2) *Mooring structure* means a dock, slip, seawall, boat davit, hoist, boat lift, mooring pile or a similar structure attached to land more or less permanently to which a vessel can be moored.
- (3) *NGVD 29* or the National Geodetic Vertical Datum of 1929 means the vertical control datum established for vertical control surveying in the United States of America by the General Adjustment of 1929. The datum is used to measure elevation or altitude above, and depression or depth below, mean sea level (MSL).
- (4) *NAVD88* or the North American Vertical Datum means the vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.
- (5) *Seawall* means vertical or near vertical structures placed between an upland area and a waterway. For the purposes of Section 47-19.3(f), rip rap is not considered a seawall.
- (6) *Rip rap* means a foundation of unconsolidated boulders, stone, concrete or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.

(b) Boat davits, hoists and similar mooring devices may be erected on a seawall or dock subject to the following limitations on the number and location as follows:

- (1) Except as provided herein, only one (1) mooring device per the first one hundred (100) feet of lot width or portion thereof, and one mooring device for each additional one hundred (100) feet of lot width. A second mooring device may be permitted within the lot area greater than one hundred (100) feet but less than two hundred (200) feet if approved as a Site Plan Level II permit, subject to the following criteria:
 - a. The location of the proposed mooring device will not interfere with the view from adjacent properties to a degree greater than the intrusion already permitted as a result of the berthing of a vessel at applicant's property within the setback and extension limitations provided in the Code.
 - b. The type of mooring device is the least intrusive and most compatible with the view from the waterway.
 - c. No conflict with a neighboring property owner's usage of the waterway will be created as a result of the additional mooring device.

Pursuant to Site Plan Level II review, the development review committee ("DRC") shall determine whether the proposed additional mooring device meets the criteria based on its location and the relationship of applicant's property to abutting properties with regard to height, angle of view of the device from abutting properties and the height, width and length of the mooring device proposed.

Approval of a Site Plan Level II development permit for an additional mooring device shall not be final until thirty (30) days after preliminary DRC approval and then only if no motion is approved by the City Commission seeking to review the application pursuant to the process provided in Section 47-26. The denial of an application for an additional mooring device may be appealed to the City Commission in accordance with the provisions of Section 47-26.



- (2) In addition to the mooring device described in paragraph (b)(1) of this section, one (1) lift designed and used solely for the lifting of a personal watercraft (PWC) per development site is permitted. For purposes of this subsection (2) a PWC is as defined in F.S. Ch. 327.
- (3) The cross section of the davit, hoist or other mooring device shall not exceed one (1) square foot and have a maximum height of six and one-half (6½) feet above lot grade.
- (4) The lowest appendage of a vessel may not be hoisted greater than one (1) foot above a seawall cap or if no seawall, above the average grade of the upland property and properties abutting either side of the upland property, whichever is less.
- (c) No boat slips, docks, boat davits, hoists, and similar mooring structures not including mooring or dolphin piles or a seawall, may be constructed by any owner of any lot unless a principal building exists on such lot and such lot abuts a waterway. Mooring structures, not including mooring or dolphin piles, shall not extend into the waterway more than twenty-five (25) percent of the width of the waterway or twenty-five (25) feet whichever is less as measured from the property line.
- (d) Mooring or dolphin piles, shall not be permitted to extend more than thirty (30) percent of the width of the waterway, or twenty-five (25) feet beyond the property line, whichever is less.
- (e) The City Commission may waive the limitations of Sections 47-19.3.(c), 47-19.3.(d) and 47-39.A.1.b.(12).(a) and 47-39.A.1.b.(12).(b) under extraordinary circumstances, provided permits from all governmental agencies, as required, are obtained after approval of the City Commission, after a public hearing and notification to property owners within three hundred (300) feet. In no event shall the extension exceed thirty (30) percent of the width of the waterway and no variance may be approved by the Board of Adjustment or other agency permitting an extension beyond the thirty percent (30%) limitation. Reflector tape shall be affixed to and continually maintained on all mooring or dolphin piles authorized under this subsection to extend beyond the limitations provided in subsection (d). The reflector tape must be formulated for marine use and be in one (1) of the following uniform colors: international orange or iridescent silver. On all such piles, the reflector tape shall be at least five (5) inches wide and within eighteen (18) inches of the top of the pile.
- (f) The top surface of a seawall shall have a minimum elevation of 3.9 feet NAVD88 (see table). The elevation of a seawall or dock shall not exceed a maximum of the base flood elevation (BFE) as identified in the corresponding FEMA Flood Insurance Rate Map (FIRM) for the property, except as specifically set forth herein. For properties with a BFE of 4.0 feet NAVD88, the minimum seawall elevation shall meet 3.9 feet NAVD88 and the maximum seawall or dock elevation shall be 5.0 feet NAVD88. For waterfront properties with a habitable finished floor elevation of less than 3.9 feet NAVD88, a seawall may be constructed at less than the stated minimum elevation if a waiver is granted by the City Engineer. For properties within an X zone, the minimum seawall elevation shall meet 3.9 feet NAVD88 and the maximum seawall or dock elevation shall meet the definition of grade as determined by subsection 47-2.2 (g)(1)(a). The maximum height of related structures attached to a seawall shall not exceed the elevation of the seawall to which the structure is attached. In the event of a conflict between subsection 47-19.5.B.Table 1, Note G; subsection 1.a.ii. and the requirements of this section, this section shall govern. Property owners choosing to construct seawalls at less than 5.0 feet NAVD88 are strongly encouraged to have the foundation designed to accommodate a future seawall height extension up to a minimum elevation of 5.0 feet NAVD88.

| Property's FEMA Flood Insurance Rate Map Location | Minimum Allowable Seawall Elevation | Maximum Allowable Seawall or Dock Elevation |
|---|-------------------------------------|---|
| In a floodplain with a base flood elevation greater than or | 3.9 feet NAVD88 | Base flood elevation of the property |



| | | |
|--|-----------------|---|
| equal to 5.0 feet NAVD88 | | |
| In a floodplain with a base flood elevation equal to 4.0 feet NAVD88 | 3.9 feet NAVD88 | 5 feet NAVD88 |
| In an X zone, not in a floodplain | 3.9 feet NAVD88 | Meet the definition of grade as determined by Section 47-2.2(g)(1)(a) |

- (1) Seawalls must be designed and built in a substantially impermeable manner to prevent tidal waters from flowing through the seawall while still allowing for the release of hydrostatic pressure from the upland direction.
- (2) Fixed docks may be constructed at an elevation less than the elevation of the seawall to which it is attached but shall not be constructed at an elevation more than ten (10) inches above the seawall's elevation. The dock elevation may not exceed the maximum elevation as described in subsection (f) of this section. Floating docks shall be allowed and must be permitted and permanently attached to a marginal dock, finger pier, mooring pilings, or seawall.
- (3) Seawall improvements constituting substantial repair at the time of permit application shall meet the minimum elevation and consider the design recommendations (see subsection (f) above) for the continuous seawall for the length of the property. For the purposes of this section, the substantial repair threshold shall mean the following:
 - (i) Any improvement to the seawall of more than fifty percent (50%) of the length of the structure, which for the purposes of this section, shall include both the seawall and cap; or
 - (ii) Any improvement to the seawall which results in an elevation change along more than fifty percent (50%) of the length of the structure.
- (4) All property owners must maintain their seawalls in good repair. A seawall is presumed to be in disrepair if it allows for upland erosion, transfer of material through the seawall or allows tidal waters to flow unimpeded through the seawall to adjacent properties or public right-of-way. Property owners failing to maintain their seawalls may be cited. The owner of the property on which the seawall is constructed is required to initiate a process, including but not limited to hiring a contractor or submitting a building permit, and be able to demonstrate progress toward repairing the cited defect within sixty (60) days of receiving notice from the city and complete the repair within three hundred sixty-five (365) days of citation. If the required repair meets the substantial repair threshold, the property owner shall design, permit, and construct the seawall to meet the minimum elevation requirement and design requirement (see subsection 47-19.3(f)) within three hundred sixty-five (365) days of citation.
- (5) Property owners with seawalls below the minimum elevation, or permeable erosion barriers such as rip rap, or a land/water interface of another nature shall not allow tidal waters entering their property to impact adjacent properties or public rights-of-way. Property owners failing to prevent tidal waters from flowing overland and leaving their property may be cited. The owner of the property is required to initiate a process, including but not limited to, hiring a contractor or submitting a building permit, and be able to demonstrate progress toward addressing the cited concern within sixty (60) days of receiving notice from the city and complete the proposed remedy within three hundred sixty-five (365) days of citation.



EXHIBIT X
DOCK SLIP OWNERSHIP



BOAT LIFTS & DOCKS OF SOUTH FLORIDA

ASSIGNMENT OF USE RIGHTS TO BOAT SLIP

THIS ASSIGNMENT OF USE RIGHTS TO BOAT SLIP (hereinafter "Assignment") is made this 15th day of MAY, 2024, by W. Walter Boyd, Trustee of the W. Walter Boyd Revocable (hereinafter "Assignor"), whose address is 1180 North Federal Highway, Unit # _____, Fort Lauderdale, Florida 33304 to Daniel S. Wobby and Carol S. Wobby (hereinafter "Assignee"), whose address is 1180 North Federal Highway, Unit # 1410, Fort Lauderdale, Florida 33304.
*Trust of 2006

RECITALS

WHEREAS, Assignor is the owner of Unit # 1410 pursuant to the Amended and Restated Declaration of Condominium of RIVA, a Condominium, recorded in Official Records Book 50792, Page 797, as amended from time to time, of the Public Records of Broward County, Florida (hereinafter "Declaration"); and

WHEREAS, as part of RIVA, a Condominium (hereinafter "Condominium"), there are 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 in the Public Records of Broward County; and

WHEREAS, Assignee is the owner of Unit # 1410, in the Condominium.

WHEREAS, Assignor has agreed to assign to Assignee use rights to a certain boat slip described below.

WITNESSETH

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. 16, as shown on Sheet labeled "SITE PLAN RIVA, A CONDOMINIUM" of Exhibit "B" to the Declaration (hereinafter "Assigned Boat Slip"), governed by that certain Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease, BOT File No. 060352716, PA No. 06-07333-P, recorded on December 12, 2016 in Official Records Instrument #114090643 of the Public Records of Broward County, Florida.



Assignee acknowledges and agrees that this is only an assignment of a use right to the Assigned Boat Slip, and does not convey title to the Assigned Boat Slip or any interest in the water area below the rectangle graphically described in Exhibit "B" to the Declaration or the air space above such rectangle, and is subject to all riparian rights in and to such area.

3. 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. (hereinafter "Association"), as from time to time supplemented and amended by the Association, and all terms and provisions set forth in the Declaration, as same may be amended from time to time. Assignee shall provide evidence of ownership, registration and insurance to the Association upon assignment of the Assigned Boat Slip or at the time the Vessel (as such term is defined in the Declaration) is moored in the Assigned Boat Slip. Assignee agrees to comply with all rules and regulations governing the Assigned Boat Slip.

4. Further Assignment by Assignee. Assignee may assign the Assigned Boat Slip only to a person or entity owning a unit in the 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 Assigned Boat Slip. The Assigned Boat Slip shall be utilized for the sole purpose of mooring a Vessel. 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.

7. Damages and Insurance. Assignee acknowledges and agrees 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 of the Assigned Boat Slip are entirely at the risk of Assignee, as to theft, fire, vandalism and other acts of God. The Association does 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. 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 damages 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 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. Any legal proceeding arising from this Assignment shall be brought only in a court of competent jurisdiction in Broward County, Florida.

c. Association as third party beneficiary. The Association is a third-party beneficiary of this Assignment.

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

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:

By: [Signature]
Print Name: W. Walter Boyd, A Trustee of the
W. Walter Boyd Revocable Trust of 2006

By: _____
Print Name: _____

ASSIGNEE:

By: [Signature]
Print Name: Daniel S. Wobby

By: [Signature]
Print Name: Carol S. Wobby