

# **APPRAISAL REPORT**

## **APPRAISAL OF**

Former Utility Easement  
Originally Part of 1004 South Rio Vista Blvd  
Fort Lauderdale, Florida 33316

## **PREPARED FOR**

Rickelle Williams, City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

## **PREPARED BY**

Lawrence Pendleton, MAI  
The Ernest Jones Company  
32801 Highway 441 N, #91  
Okeechobee, Florida 34972

May 12, 2026

Rickelle Williams, City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

Ms. Williams,

As requested, I have appraised the small residential zoned parcel located next to 1004 S. Rio Vista Drive in Fort Lauderdale, Florida. The purpose of this assignment is to form an opinion of the disposition value of the fee simple interest in the Subject Property as of May 11, 2026, which was the last date of inspection.

It is my understanding that the title to the property was purchased by the City on April 19, 1977 (ORB7025/PG 486). The purpose of this purchase was to provide the City with a site for an underground sewer line that ran through this site and under the river at the rear. The sewer line is no longer needed and the site is now deemed surplus.


The only intended use of the appraisal is to assist you with decisions related to the possible disposition of the property. The City is the client and are the only intended users. I have prepared this appraisal in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation effective January 1, 2026.

It is my opinion and conclusion that the Disposition Value of the fee simple property interest in the Subject Property as of May 11, 2026 was: **\$75,000**.

This transmittal letter is followed by the certification and the appraisal report (our file #260512-1RL) containing 34 pages and addenda further describing the subject property and containing the reasoning and pertinent data leading to the opinion of value. Your attention is directed to the Scope of Work section of this report which details the steps taken in reaching the value opinion and other pertinent information pertaining to the opinion of value.

Respectfully submitted,

THE ERNEST JONES COMPANY

  
LAWRENCE R. PENDLETON, MAI  
PRESIDENT  
STATE-CERTIFIED GENERAL REAL  
ESTATE APPRAISER #RZ725

## CERTIFICATION

This report was made for and certified only to the City of Fort Lauderdale. In accordance with USPAP Standards Rule 2-3; The undersigned does hereby certify that to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have appraised the Subject Property within the five-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.

The following person signing this report has made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute and the State of Florida relating to review by duly authorized representatives of the Appraisal Institute, and the Florida Real Estate Appraisal Board.

As of the date of this report, Lawrence R. Pendleton, MAI, has completed the continuing education program of the Appraisal Institute.

Lawrence R. Pendleton, MAI has the necessary education, knowledge and experience to perform this assignment in a competent manner.



LAWRENCE R. PENDLETON, MAI  
PRESIDENT  
STATE-CERTIFIED GENERAL REAL  
ESTATE APPRAISER #RZ725

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## CONDITIONS OF THE APPRAISAL

### GENERAL UNDERLYING ASSUMPTIONS

#### Legal Matters:

The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any photos, sketches and maps included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey, nor are meant to be to scale.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title. The appraiser(s) assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

#### Unapparent Conditions:

The appraiser(s) assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraiser(s) are not experts in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraiser assumes no responsibility for the studies or analysis which would be required to conclude the presence or absence of such substances or for loss as a result of the presence of such substances. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

#### Information and Data:

Information, estimates, and opinions furnished to the appraiser(s) and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to us can be assumed by the appraiser(s).

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

#### Zoning and Licenses:

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined and considered in the valuation. It is assumed that the subject property complies with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the valuation.

#### Flood Insurance Zone

The Flood Insurance Zone has been obtained from the Flood Insurance Rate Map published by the Federal Emergency Management Agency. The map number and effective date from which the flood zone information was taken is indicated in the appraisal. In some cases, the subject property is located close to the boundary of two different flood zones and it is not possible to determine within which zone the subject property is located. In such a case, the most hazardous zone will be indicated. If there is any question, we urge that an elevation survey be obtained.

## CONDITIONS OF THE APPRAISAL (CONT.)

### GENERAL LIMITING CONDITIONS

It is assumed that the information relating to the location of or existence of public utilities that has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents or other legislative or administrative authority from local, state or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraiser(s) will not be required to give testimony or appear in court or for depositions due to preparing the appraisal with reference to the subject property in question, unless prior financial arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser(s) signing this appraisal report.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser(s) or the firm with which they are connected, or any reference to the Appraisal Institute or to the appraisal designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the author.

Any distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

Unless otherwise stated, the value(s) appearing in this appraisal report represents our opinion of the value defined as of the effective date(s) specified. Real estate values are affected by both national and local economic conditions and will vary with future changes in such conditions.

Liability of The Ernest Jones Company, Inc and its employees or contractors are limited to the fee collected for the appraisal. There is no accountability or liability to any third party.

No responsibility is assumed for accuracy of information furnished from others, data sources, the clients, their designee, or public records. We are not liable for such information or any work of subcontractors. The data relied upon in this report has been confirmed to the best of our ability. All are considered appropriate for inclusion to the best of our knowledge and belief.

No environmental or concurrency impact studies were either required or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research or investigation.

## CONDITIONS OF THE APPRAISAL (CONT.)

### GENERAL LIMITING CONDITIONS (CONT.)

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser(s) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser(s) have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value of such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

If the appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, then all work being performed is presumed to be in a good and workmanlike manner. The appraisal is further subject to any proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraiser(s) invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The intended use of this report is not for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that The Ernest Jones Company has no liability to the client and/or third parties.

The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraiser(s) within 30 days of the delivery of the report.

This appraisal report has been prepared for the exclusive benefit of the client as intended users. The report has been prepared for no other purpose and for use by no other person or entity. Any other use of this appraisal is considered a misuse and thus the appraiser(s) will not be held responsible for any outcome associated with the use by another entity or for another purpose.

**Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions.**

## SUMMARY OF SALIENT FACTS & CONCLUSIONS

Subject Property:	20 foot strip of Waterfront Residential Land formerly used for underground sewer line
Location:	West 20 ft of Lot 8, Block 28, RIO VISTA ISLES PB 7, PG 47 in Fort Lauderdale, Broward County, Florida
BCPA Parcel ID Number:	5042-11-18-2991
Purpose of the Assignment:	Opinion of Disposition Value
Property Rights Appraised:	Fee simple interest
Intended Use:	Sales guide
Intended Users:	City of Fort Lauderdale
Marketing/Exposure time:	As stipulated in City Offering
Zoning:	RS-8, Single-Family Residential District by the City of Fort Lauderdale
Site Size (SF):	±2,498 SF per BCPA
Frontage:	±20.00 feet along south side of S Rio Vista Blvd
2026 total assessment:	\$1,270
Flood Zone:	Zone AE, FEMA MAP 12011C0557J, Dated 7/31/2024
Highest and Best Use:	Combine with adjacent property
Valuation Date:	May 11, 2026
Date of Report:	May 12, 2026
<b>Opinion of Disposition Value</b>	<b>\$75,000</b>

## PURPOSE OF THE ASSIGNMENT

The purpose of the assignment is to give an opinion of the current disposition value of the certain property rights as delineated below, of the herein described Subject Property, subject to the assumptions and limiting conditions stated, as of May 11, 2026.

## SCOPE OF WORK

Our client has requested that the Subject Property be valued to assist them with a value determination for a sales guide. The effective date of this valuation is May 11, 2026. The following steps were taken in performing this assignment and preparing this report:

- The subject property was originally physically inspected by Lawrence Pendleton on February 5, 2025 when the property was walked and observed from all pertinent directions and photographs were taken. The immediate area/neighborhood was also inspected from the adjacent streets. Data was collected pertinent to the appraisal problem and noted in the work file.
- A current analysis of the local market which included reference to economic/land use data was developed. A market survey of current competitive sales and listings using *Realtor.com*, *Crexi*, *MLS*, *Loopnet* and *BCPA* was developed as well. This data helped to determine that the Highest & Best of the subject property was for residential use combined with an adjacent property. Other steps which included confirmation of the existing zoning district, setbacks and future land use designation.
- No environmental assessment reports were provided to the appraiser. The property was previously used as an easement for an underground sewer line.

## PROPERTY RIGHTS APPRAISED

The property rights being appraised consist of the *fee simple interest* in the real property. Please refer to the following page for definitions.

## DEFINITIONS

**Appraisal** - The act or process of developing an opinion of value; an opinion of value.

**Appraisal Report** - Any communication, written or oral, of an appraisal, appraisal review, or consulting service that is transmitted to the client upon completion of an assignment.

**Extraordinary Assumption** -An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

**Fee Simple Interest** - An absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of eminent domain, escheat, police power, and taxation. An inheritable estate.

**Hypothetical Condition** - That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

**Highest & Best Use** - The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

**Leased Fee Interest** - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

**Leasehold Interest** - The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold; positive leasehold.

**Personal Property** - Identifiable, portable and tangible objects which are considered by the general public as being "personal," e.g. furnishings, artwork, machinery & equipment; all tangible property that is not classified as real estate.

**Real Estate** - The physical land and appurtenances affixed to the land, e.g., structures

**Real Property** - Includes all interests, benefits and rights inherent in the ownership of physical real estate

## INTENDED USE OF THE REPORT

The only intended users of this report are the Client, the City of Fort Lauderdale. It is the appraiser's understanding that this appraisal assignment will be used to assist the client with a disposition value determination for the sale of the property. In accordance with our employment agreement, our findings and conclusions are being presented in an **Appraisal Report** format. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the Appraisers' opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses may be retained in the Appraiser's office file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The Appraiser is not responsible for unauthorized use of this report. This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice -effective January 1, 2026.

## DISPOSITION VALUE

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale with in ***a future exposure time specified by the Client.***
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both buyer and seller are acting prudently and knowledgeably.
4. The seller is wanting to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be in their best interests.
7. ***An adequate marketing effort will be made during the exposure time specified by the client.***

This definition closely parallels the disposal process of surplus properties by the City of Fort Lauderdale.

## PROPERTY IDENTIFICATION

The Subject Property is located along the south side of S. Rio Vista Boulevard and adjacent to the west side of 1004 S Rio Vista Blvd. The site also has frontage (rear) along the Tarpon River, in the City of Fort Lauderdale, Florida. The property is identified by the Broward County Property Appraiser as parcel ID number 5042-11-18-2991.

## LEGAL DESCRIPTION

The legal description of the Subject Property as taken from the County Records is as follows: West 20 feet of Lot 8, Block 28, RIO VISTA ISLES UNIT 3, according to the plat thereof, as recorded in Plat Book 7, Page 47, of the Official Records of Broward County, Florida.

## STATEMENT OF OWNERSHIP

We have not been provided with an authoritative title report to ascertain current ownership. However, the Broward County Property Records shows title of the property in the name of *City of Fort Lauderdale*, with the mailing address of 101 NE 3 Avenue Suite 2100, Fort Lauderdale, Florida 33301.

## PROPERTY HISTORY

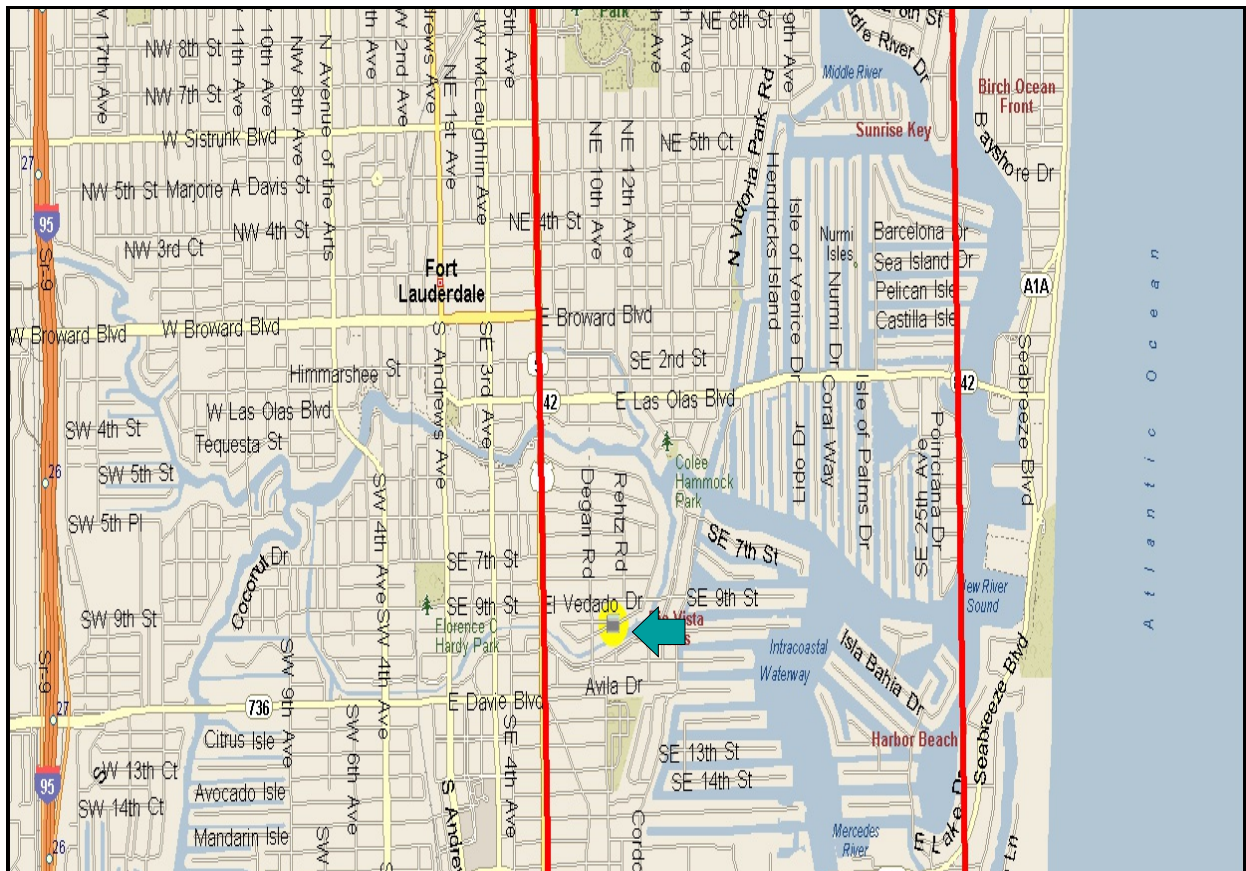
The Subject Property was last purchased by the City via a Warranty Deed on April 19, 1977 for a price of \$12,800. Subsequently on September 7, 1983 the City entered into an Encroachment Agreement (ORB 11155/PG 756) with Raymond Ray the adjacent property owner located at 1004 S. Rio Vista Boulevard. There are no other known arms-length sales or transactions of the subject property subsequent to this purchase.

# MARKET AREA ANALYSIS

In *The Appraisal of Real Estate, Twelfth Edition*, a Market Area is defined as:

*“The defined geographic area in which the Subject competes for the attentions of market participants; the term broadly defines an area containing diverse land uses.”*

I have inspected the area surrounding the subject property, examined the land uses, locational attributes and identified external factors that may impact value to determine appropriate delineation of a market area. The subject property is located on the South side of S. Rio Vista Boulevard on the Tarpon River in the City of Fort Lauderdale. The broader market area is generally bounded by **Sunrise Boulevard** to the north, **SE 17<sup>th</sup> Street** to the south, **Intracoastal Waterway** to the east and **Federal Highway (US Hwy 1)** to the west. This area is all within the City of Fort Lauderdale and just north of the Fort Lauderdale International Airport and Port Everglades..



## MARKET AREA ANALYSIS (CONT.)

Fort Lauderdale is the county seat for Broward County. The City of Fort Lauderdale was established on March 27, 1911 and was named after William Lauderdale who was the commander of a regiment that built forts during the Second Seminole War. The land area for the City of Fort Lauderdale is 34.6 square miles of which 1.71 square miles is water and the remainder is dry land. It has an estimated population of 195,950 as of July 2024.

The subject market area is more than 90% built out with a mix of commercial, and mostly residential uses. Residential land use in and around the area is off the main arteries and is a mixture of older, 1940's to new single family residential, condominium and apartment buildings. The commercial uses are primarily located along major commercial corridors in the area, Federal Highway (US Hwy 1), Sunrise Boulevard, Las Olas Boulevard, and SE 17<sup>th</sup> Street. They mainly consist of a variety of commercial uses such as retail stores, hotels/motels, restaurants, office buildings, shopping centers, banks, and service stations.

Access to this area is provided by a number of east/west traffic arteries such as Sunrise Boulevard, Marina Mile Boulevard (State Road 84), and Interstate 595. The main north/south roadways in this area are Interstate 95, Federal Highway, and Andrews Avenue. The Subject is located along the South side of Rio Vista Blvd at about SE 10<sup>th</sup> Street and 9<sup>th</sup> Avenue. The subject can be accessed directly from US-1 via El Vedado Drive.

Values for single-family residences and vacant waterfront lots in the immediate subject area around the subject area have been increasing substantially over the past 2-3 years. This immediate waterfront residential neighborhood has seen considerable redevelopment of older properties that are being revitalized or redeveloped with new larger residences mostly valued at \$3-9 million over this time frame. The higher prices are generally paid for waterfront properties without any fixed bridges to the Intracoastal Waterway (ICW).

## MARKET AREA ANALYSIS (CONT.)

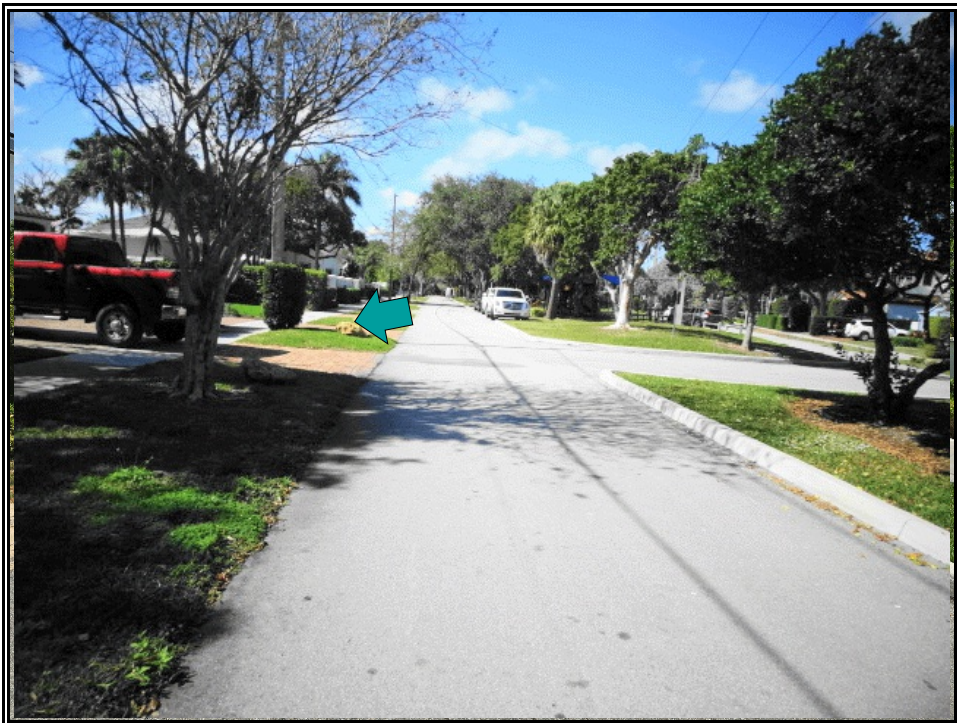
The Subject is zoned for single-family use and adjacent uses are primarily a mixture of older homes and newer or currently being constructed luxury homes. Since the primary value of the subject and older waterfront residences in the area would be in the land, these older properties if sold most probably would be developed with new homes that would be more homogeneous and represent the highest and best use of the land. The subject site is in a section of the Tarpon River that has one or more fixed bridges to the Intracoastal Waterway. This is not uncommon in this area, but limits mooring of Larger boats which in turn reflects lower land values than properties with no bridges to navigate.

Considering the market area and surrounding neighborhood, the Subject is well suited for its location. It has properties with water frontage and is in close proximity to major thoroughfares. The area is provided with the necessary public utilities, services, and transportation. Electricity is provided by Florida Power & Light. Municipal water, sewer and trash services are available as well as police and fire rescue services. The subject market area is convenient to the interstate system allowing relatively easy commute. In summary, the subject property as a residential site is typical of the area with neither the subject or the neighborhood having characteristics which are detrimental to the other.

AREA PHOTOGRAPHS



View of S. Rio Vista Blvd facing east, Subject on right



View of S. Rio Vista Blvd facing west, Subject to left

**SITE ANALYSIS**

The following data is based on the public records, BCPA, Plats, published data, and my personal inspection. The Subject site is located along the North side of the Tarpon River and along the South side of S. Rio Vista Blvd, within the municipal limits of the City of Fort Lauderdale. The Subject site is identified as Parcel ID number 5042-11-18-2991 by the Broward County Property Appraiser. The following data pertains to the physical features of the site.

- Site area: ±2,498 SF or ±0.06 Acres (per BCPA)
- Shape: Rectangular, see survey in addenda
- Frontages: ±20.00 feet along the south side of S. Rio Vista Blvd  
±20.00 feet along the New River (estimated).
- Topography: Basically flat and level according to inspection.
- Site Conditions: At time of inspection, the site was mostly improved with some drives/fencing, walks, walls, and landscaping.
- Drainage: Appears adequate via natural percolation and storm sewers.
- Site Access: The site is currently configured with vehicular ingress/egress from one street. Any new development would require an approved site plan and ingress/egress.
- Site Exposure: Street exposure is considered adequate for most residential uses. Good rear water views.
- Utilities: Water, sewer, telephone, and electric service are available to the Subject area.
- Restrictions/Easements: No known detrimental easements or restrictions exist other than zoning requirements.

**SITE ANALYSIS (CONT.)**

Encroachments: See Encroachment Agreement in Addenda.

Locational Attributes: The Subject site has an interior orientation with frontage along a single two-way street. The site has very small (20 feet) frontage along the street and waterway. It currently has direct street and water access, and compatibility with surrounding sites and land uses.

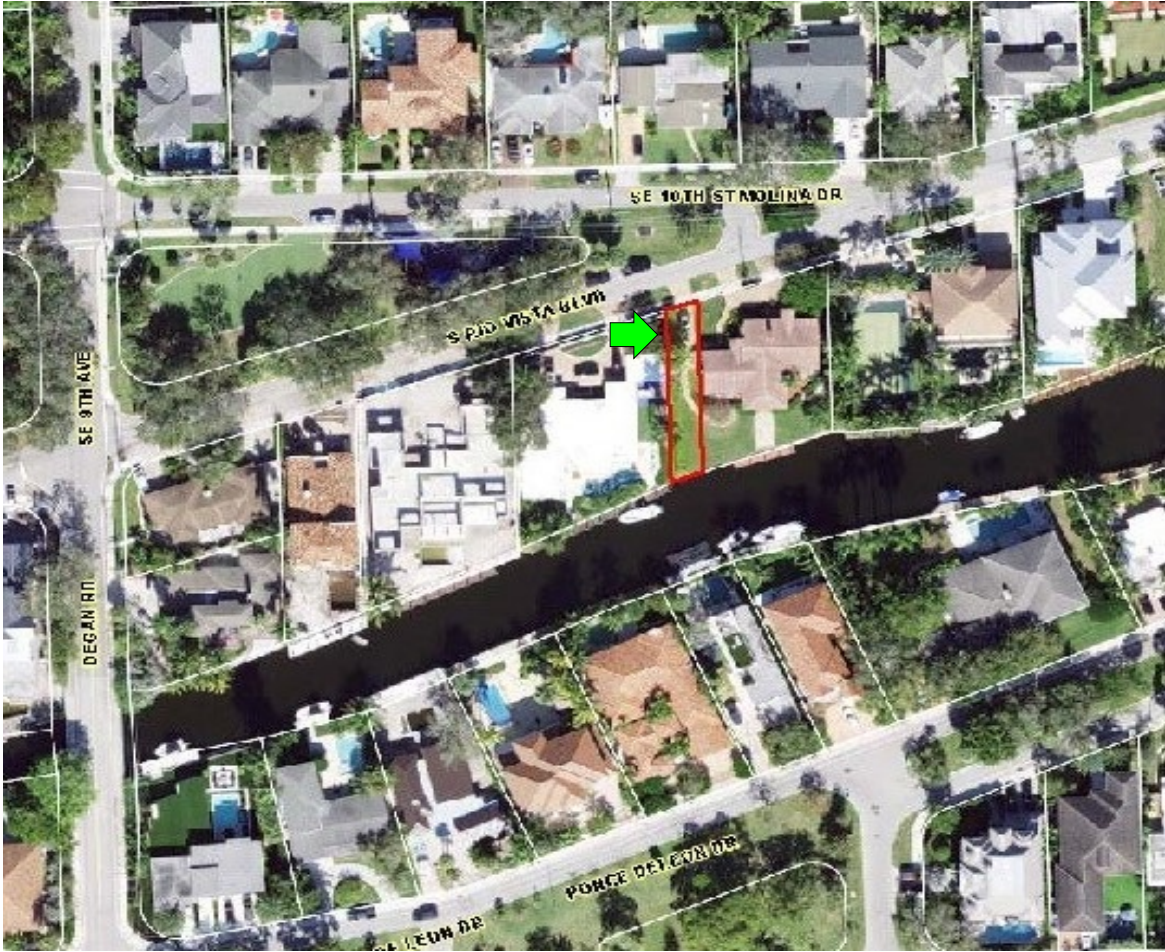
Soil/Subsoil: Normal soil bearing conditions presumed and foundations will be required commensurate with any proposed development.

Soil Condition: We were not supplied with any environmental reports. ***We are unaware of any soil contamination on the Subject Property. Any existing site contamination could have a serious negative affect on the value and marketability of the subject property.***

Flood Zone: Zone AE, FEMA Flood Zone Map Panel #12011C0557J, dated 7/31/2024.

Functional Adequacy: The site shape, location, and access are considered inadequate for residential development as a stand-alone site. Assemblage with one of the adjacent lots appears to be the most viable, if not the only foreseeable use.

AERIAL VIEW



SUBJECT PHOTOGRAPHS



Front View of Subject with existing improvements, facing South



View of Rear view from Subject looking east along Tarpon River

SUBJECT PHOTOGRAPHS (CONT.)



View from Subject's rear lot area across river



Rear View of Subject Property

**Z O N I N G**

Generally, zoning looks to the future as a result of planning. Its purpose is to promote and maintain a degree of homogeneity in the use of real estate within the confines of a given geographic, political subdivision. The Appraisal Institute in its book, "The Appraisal of Real Estate", Twelfth Edition, has defined zoning as:

*"The public regulation of the character and extent of real estate use through police power; accomplished by establishing districts or areas with uniform restrictions relating to improvements, structural height, area, bulk, density of population, and other aspects of the use and development of private property."*

According to the City of Fort Lauderdale Planning and Zoning Department the Subject is zoned **RS-8, Single-Family Residential District**. The zoning is considered liberal and in no way appears to be restrictive to functional development of the sites in the area for residential homes. Any use or development of the subject site must meet all physical requirements (setbacks, building height etc) and would still be subject to site plan approval from the City of Fort Lauderdale. For a complete description of the zoning consult the Fort Lauderdale Code of Ordinances.

***Pertinent data from the Fort Lauderdale Zoning Code are as follows:***

- Minimum Lot Size: 6,000 SF
  
- Minimum Lot Width: 75 FT (when abutting a waterway)
  
- Minimum Front Yard: 25 FT
  
- Minimum Side Yard: 5 FT (for building under 12ft in height)
  
- Minimum Rear Yard: 25 FT (when abutting a waterway)

A copy of the pertinent permitted uses and dimensional requirements according to the Code of Ordinances can be found in the addenda.

**TAX AND ASSESSMENT DATA**

The 2026 and 2025 assessments and tax information for the Subject are as follows:

<b>Year</b>	<b>LAND ASSESSMENT</b>	<b>BUILDING ASSESSMENT</b>	<b>MARKET VALUE</b>	<b>ASSESSED/SOH VALUE</b>	<b>GROSS TAXES</b>
2026	\$1,270	\$0	\$1,270	\$1,270	N/A
2025	\$1,270	\$0	\$1,270	\$1,270	N/A

The Land assessment reflects only \$0.51 per square foot based on the Broward County Property Appraiser’s land area of 2,498 SF. This is a common value arbitrarily placed on municipal right-of-ways etc.

The City is tax-exempt. Assessed value is for ad valorem taxation and does not necessarily represent or reflect the current value of the Subject Property.

Vacant residential home sites in the Subject’s immediate vicinity are generally assessed between \$45 and \$150.00 per square foot for vacant waterfront sites and much higher for sites with no fixed bridges to the ICW.

## DISCUSSION OF THE VALUATION PROCESS

There are three traditional approaches to the valuation of real estate:

The first is the **Cost Approach**. In the Cost Approach, the cost to develop a property is compared with the value of the existing property or similarly developed property. The appraiser estimates the cost to construct a reproduction of, or replacement for, the existing structure and site improvements (including direct costs, indirect costs, and an appropriate entrepreneurial profit), and then deducts all accrued depreciation in the property being appraised from the reproduction or replacement cost of the structure as of the effective appraisal date. When the value of the site is added to this figure, the result is an indication of value of the fee simple interest in the property. ***This approach is not pertinent due to there are no improvements owned by the City on the site.***

The **Sales Comparison Approach** is the process in which a **market value** estimate is derived by analyzing the market for similar properties and comparing these properties to the subject property. Data is analyzed from properties that have recently sold, are listed for sale, or are under contract (i.e., recently drawn up purchase offers accompanied by a cash or equivalent deposit). *A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.* The comparative analysis performed in this approach focuses on similarities and differences among properties and transactions that affect value. These may include differences in the property rights appraised, the motivations of buyers and sellers, financing terms, market conditions at time of sale, **size, location, physical features**, and, if the properties produce income, economic characteristics. Elements of comparison are tested against market evidence to determine which elements are sensitive to change and how they affect value.

## DISCUSSION OF THE VALUATION PROCESS (Cont.)

The third is the **Income Capitalization Approach**. Income-producing real estate is typically purchased as an investment, and from an investor's point of view, earning power is the critical element affecting property value. One basic investment premise is that the higher the earnings the higher the value. An investor who purchases income-producing real estate is essentially trading present dollars for the right to receive future dollars. The Income Capitalization Approach to value consists of methods, techniques and mathematical procedures that an appraiser uses to analyze a property's capacity to generate benefits (i.e., usually the monetary benefits of income and reversion), and convert these benefits into an indication of present value. ***Although any property probably could be rented, this would not be a primary intention for purchasing the subject property.***

The appraisal problem in this assignment is to determine a value for the subject strip of land that was formerly used for an underground sewer line. As stated, the Sales Comparison Approach to value is typically utilized to form an opinion of the **market value** of the fee simple interest in vacant land properties. This is usually the most relevant and reliable approach for valuing a residential site that is **typical** of the market area within it is located. The first problem of note in this assignment is that it is based on an active and discernible market for the property being appraised. With the only logical and identifiable prospective purchasers being the two homeowners on either side, combined with the terms and conditions of the City's disposition process of surplus land, this by definition is a Disposition Value assignment (see pg 7). As such, typical market characteristics such as a reasonable exposure time and marketing procedures have to conform within City rules.

The primary difference is that the City has a set public notice (*exposure*) time and a minimum price established when they offer surplus land for sale to the public. The minimum sale price is set by an appraisal and the notice/exposure time is typically 30 days. Market value, by definition has included within "a reasonable time is allowed for exposure in the open market". The City does not negotiate the price on the open market and the highest bid at/or above the appraised price results in a sale. Some properties do not receive a qualified bid that is at least the amount of the appraised value and are not sold.

## DISCUSSION OF THE VALUATION PROCESS (Cont.)

The primary problem for this assignment is that there is a dearth of data on sales of small parcels of land that are not large enough to build upon without combining with an adjacent site. I did find a small waterfront parcel purchased by an adjacent owner a few years earlier, and a sale of a small strip sold by the City as surplus land to the adjacent property owner, but the data is very limited and slightly dated. I have also presented several recent sales of waterfront land in the subject area for comparison of sites suitable for building.

Additionally, I have also considered "Across the Fence" valuation commonly used in corridor takings when there are no similar sales. This is a land valuation method often used in the appraisal of corridors. Basically, it is a method used to develop a value opinion based on comparison to abutting land including adjustment factors such as market conditions, property rights, physical characteristics, and location. This is primarily based on and used in eminent domain proceedings whereby there is a parent tract that has a small portion left (the remainder). The remainder is valued as part of the whole, or the same as the parent tract, to reflect just compensation to the property owner.

## SALES COMPARISON APPROACH

The valuation of residential (land/improved) property is typically accomplished by utilizing the Sales Comparison Approach. This approach involves the direct comparison of the subject property with other **similar parcels** that have been sold recently, in order to derive a value indication for the subject property. This approach is based primarily on the Principle of Substitution, which holds that a prudent purchaser would pay no more for real property than the cost of acquiring an equally desirable substitute on the *open market*.

The basic steps in the process involve:

1. Research the market to identify similar/almost similar properties for which pertinent sales, listings, offerings, and/or rental data is available.
2. Qualify the prices as to terms, motivating forces, and a bona fide nature.
3. Compare each of the comparable property's important attributes to the corresponding ones of the property being appraised under the general categories of time, location, physical characteristics and conditions of sale.
4. Consider all dissimilarities and their probable effect on the price of each sale property and derive individual value indications for the property being appraised.
5. From the pattern developed, formulate an opinion of value for the property being appraised.

## SALES COMPARISON APPROACH (CONT.)

In this approach, sales of similar properties in the market are analyzed and compared with the subject property. After thorough analysis, appropriate units of comparison are selected that are commonly utilized in the subject property's market; then these units of comparison are used to arrive at a valid value indication.

The Sales Comparison Approach assumes that the market will determine a price for the subject property in the same manner it determines prices of similar properties in the marketplace. This assumption conforms with the definition of *market value* and with the principle of substitution in real estate appraising.

The Sales Comparison Approach has its greatest validity when there are a sufficient number of comparable properties closely similar to the subject property to develop a valid, reliable value conclusion. First, I researched in and around the Subject's Market area in an attempt to find similar sales and listings which could be compared to the Subject. There were multiple sales of waterfront properties in the immediate area of the subject. The sales that were felt to be most pertinent are presented on the following pages with the analyses.

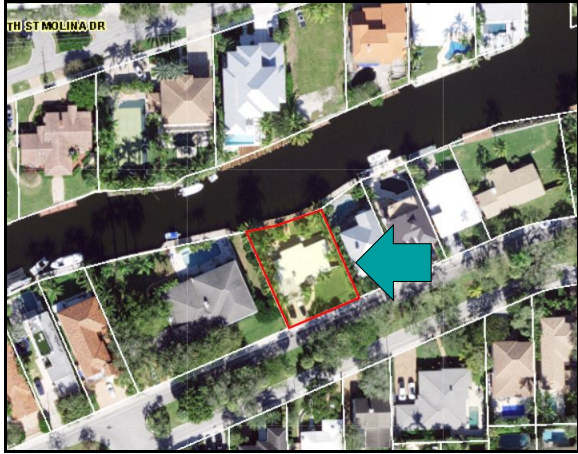
**SALES COMPARISON APPROACH**

**COMPARABLE IMPROVED SALES SUMMARY CHART**

	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4
Address	10XX S Rio Vista Blvd, FT Lauderdale	1111 Ponce De Leon Drive, FT Lauderdale	1209 N Rio Vista Blvd, FT Lauderdale	918 S Rio Vista Blvd, FT Lauderdale	1024 S Rio Vista Blvd, FT Lauderdale
Sale/Valuation Date	May 12, 2026	September 6, 2024	March 21, 2025	April 17, 2023	September 1, 2022
Consideration	N/A	\$1,659,800	\$3,850,000	\$2,500,000	\$1,600,000
CIN	N/A	119785818	120124014	118798546	118383786
Prior arms-length sales - past 3 years	N/A	\$1,600,000 2/2/2023	\$3,850,000 N/A	\$1,620,000 3/28/2022	N/A
Improvements	Driveway/gate/shed	Improved when sold	Improved when sold	Vacant when sold	Vacant when sold
Site Size	2,498 SF/ 20 WF	8,304 SF/ 80 WF	13,094 SF/ 95 WF	14,793 SF/ 110 WF	9,117 SF/ 60 WF
Shape	Rectangular	Rectangular	Trapezoid	Parallelogram	Parallelogram
Zoning	RS-8	RS-8	RS-8	RS-8	RS-8
Misc	Fixed Bridge	Fixed Bridge	No Fixed Bridge	Fixed Bridge	Fixed Bridge
<b>Analysis and Adjustments</b>					
Sales price: /SF /WF		\$199.88/SF; \$20,738/WF	\$294.03/SF; \$40,526/WF	\$169.00/SF; \$22,727/WF	\$175.50/SF; \$26,667/WF
Adjusted for Market Conditions		\$0	\$0	\$214.63/SF; \$28,864/WF	\$270.83/SF; \$41,153/WF
Site Size & features		(-75%)	(-80%)	(-85%)	(-67%)
Location		\$0	(-10%)	0%	\$0
Total Adjustments		(-75%)	(-90%)	(-\$85%)	(-67%)
<b>Adjusted Sales Price</b> <b>/SF</b> <b>/WF</b>		<b>\$49.97</b> <b>\$5,185</b>	<b>\$29.40</b> <b>\$4,053</b>	<b>\$32.19</b> <b>\$4,330</b>	<b>\$89.37</b> <b>\$13,580</b>

**SALES COMPARISON APPROACH (CONT.)**

**COMPARABLE LAND SALE AERIAL PHOTOGRAPHS**



Comparable Sale 1



Comparable Sale 2

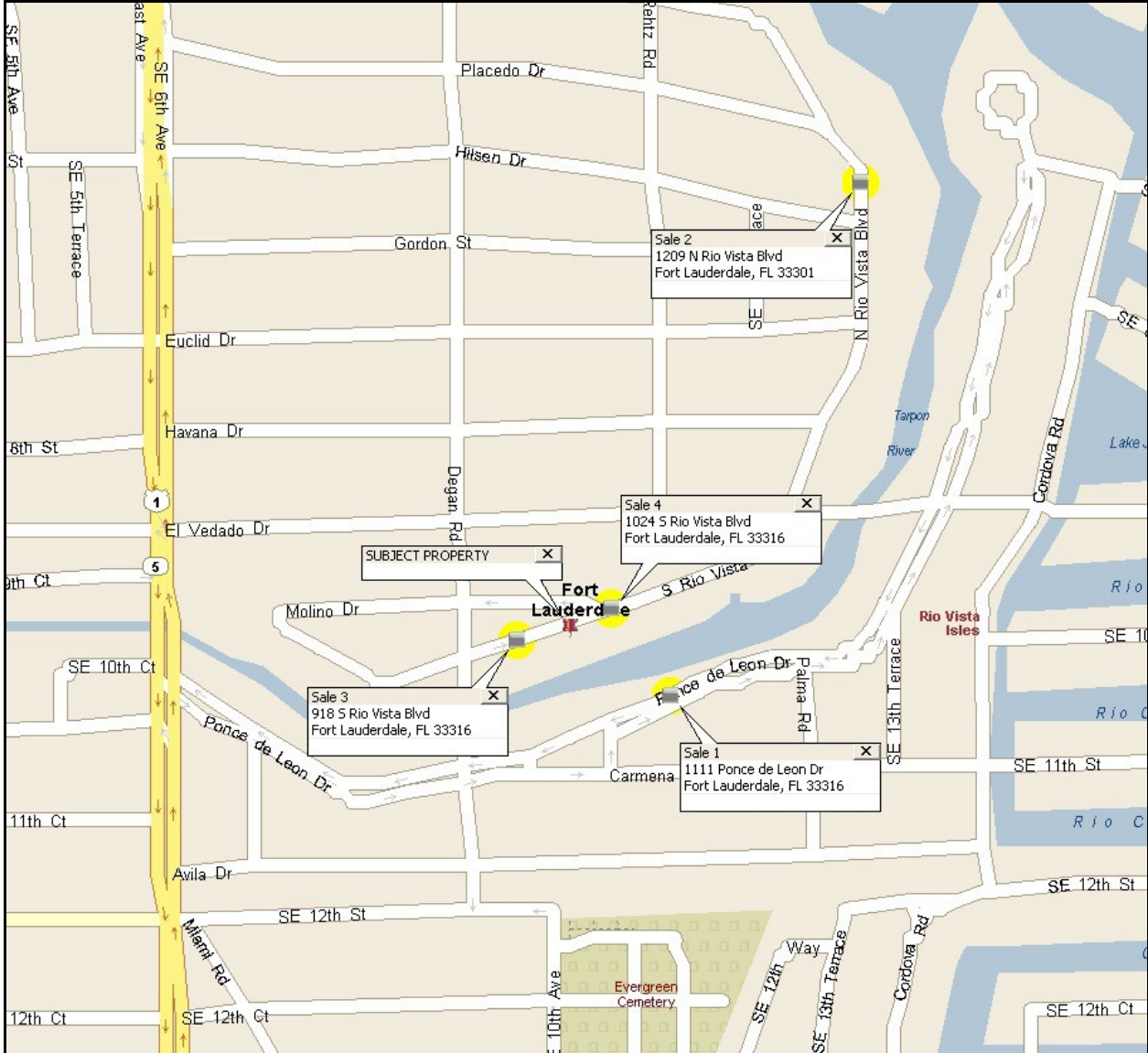


Comparable Sale 3



Comparable Sale 4

**SALES COMPARISON APPROACH (CONT.)**



Comparable Sales Map

**SALES COMPARISON APPROACH (CONT.)**

**Reconciliation and Conclusion** Three of the four sales are located within a few blocks of the subject in the Rio Vista Isles area of Fort Lauderdale. In performing an analysis on the subject and the four comparable sales I determined that Sales #1-3 were the best comparisons. Sale #4 is an older sale that was closely located, but after adjustments it appears to be an outlier and was not considered further.

All sales were vacant or sold for the waterfront site value and all are located in the same immediate area. Two were sold in the last 17 months, and only one of the three required a market condition adjustment. The size and features adjustment was made based on 20 Lineal feet of waterfront interval adjustments.

After adjustments the main three (#1-3) sales reflect :

Sale #1	\$49.97 / Square Foot	\$5,185 / Water Front Feet
Sale #2	\$29.40 / Square Foot	\$2,940 / Water Front Feet
Sale #3	\$32.19 / Square Foot	\$4,330 / Water Front Feet
<b>Mean Averages:</b>	<i>\$37.19 / Square Foot</i>	<i>\$4,152 / Water Front Feet</i>
<b>Concluded Value:</b>	<b>\$40.00 / Square Foot</b>	<b>\$4,000 / Water Front Feet</b>

Therefore these two units of comparison reflect the following:

Subject Property    2,498 SF @ \$40/SF = \$\$99,920 say \$100,000 rounded

20 Waterfront Feet @ \$4,000/WF = \$80,000

Since the waterfront is typically the procuring cause of the sale in most sites, more weight should be given to that unit of comparison.

## SALES COMPARISON APPROACH (CONT.)

Having considered the adjustments and the four sales, if I were to place similar weight on all sales and data, then the value would most likely lie between \$80-\$100,000. Therefore, it is my opinion that the market value of the fee simple interest in the Subject Property as of February 5, 2025 was: **\$80,000**

As previously mentioned, I did find a small waterfront parcel purchased by an adjacent owner a few years earlier. This sale was located in Hendricks Isle on the Karen canal. It is a small triangular parcel that has about 40 feet on the waterfront and the triangular shape has about 10 feet at its base, for a total area of a little less than 400 square feet. The site could probably only hold one car at a time, but there is a nice bulkhead/seawall with 40 feet along the water. This site was sold to an adjacent property owner in April 2022 for \$50,000. It previously sold in 2013 for only \$10,000. Before adjustments, this sale indicates \$1,250/WF and \$259.07/SF. Adjusting the sale upward for the improved market conditions from 2022, would reflect an adjusted price of \$69,000. This indicates \$1,725/WF and \$357.51/SF. This sale reflects only **\$34,500** for the subject based on waterfront, but almost **\$900,000** based on size. It has better water frontage, but inferior site size and shape. It does support my research and projections that the most probable purchaser for small surplus sites similar to the subject are bought by an adjacent property owner, or do not sell.

As a further check on the analyses herein, I used the Department of Labor CPI calculator to see what the City's April 1977 purchase price of \$12,800 would be worth today. The result was pretty consistent with the value ranges produced within my analyses. The CPI adjusted purchase price indicates that inflation adjusted purchase price of \$70,445, say **\$70,000** in today's Dollars.

## RECONCILIATION & CONCLUSION

The City actually bought a fee simple interest in the subject property in April 1977 rather than just acquiring an easement right. In September 1983 the City entered into an Encroachment Agreement [ORB 11155/ PG 756] with the current property owner on the east side of the subject parcel, who also own the parent tract that the subject parcel was previously a part of. This agreement gave the current owners a right to use the site similar to an easement and they could build some yard improvements etc as long as they maintain the property within this area. On my inspection I found the property to be well maintained and no signs of repairs needed. The agreement calls for the property owners to remove at their own expense any and all improvements made thereon if the City deems that at anytime they need to use it or that is not in the public interest. There will be 30 days notice for the removal, or the city has the right to remove and the cost will become a lien against the owners property.

There was a dearth of good comparable data for small sites that have no development potential without being combined with another property. A comparison of closely located waterfront home sites was made and I made adjustments to the best of my abilities and it produced a value of \$80,000 for the subject property. The market data was recent and closely located and a reasonable conclusion was made, even though comparing waterfront home sites to the subject that is on the waterfront but not capable of home construction by itself.

I did find one small triangular site that was on the water. It was purchased by an adjacent property owner a few years ago. Once adjusted it indicated \$69,000 for the subject. The value range was indicated to be \$69,000 to \$80,000. This is a reasonable range considering the type of property and the data available. Based on these two comparative values it is my opinion that the fair disposition value is \$75,000.

# LAWRENCE R. PENDLETON, MAI

## Qualifications

### Presently:

President, The Ernest Jones Company  
Hollywood, Florida

### Education:

University of Florida - Warrington School of Business  
Bachelor of Science Degree, 1972  
Major - Real Estate and Urban Land Studies

### Courses/Seminars:

#### University of Florida

Real Estate Law, Real Estate Finance,  
Real Estate Management, Real Estate Investment Analysis  
Urban Land Utilization, Real Estate Appraising  
Valuation of Special Purpose Properties

#### Appraisal Institute / Society of Real Estate Appraisers

Course 101-Principles of Real Estate Value  
Course 201-Valuation of Income-Producing Properties  
Course R-2-Residential Case Study  
Course 202-Applied Income Property Valuation  
Litigation Valuation  
Standards of Professional Practice (SPP)  
Course 430-SPP Part C  
Comprehensive Examination  
National Association of Independent Fee Appraisers  
Course 1-Techniques of Capitalization  
Course 2-Residential Real Estate Valuation

#### Seminars

Narrative Report Writing	Cash Equivalency
Americans w/Disabilities Act(ADA)	Understanding Limited Appraisals
Uniform Residential Appraisal Report	How to Verify Market Data
Rates, Ratios and Reasonableness	Florida Commercial Construction
Appraising Nursing Homes	Special Purpose Properties/Limited Markets
Valuation of Wetlands	Regression Analysis
Environmental Considerations	Appraising 2-4 family properties
National USPAP	USPAP Update
Analyzing Operating Expenses	Small Hotel/Motel Valuation
Business Practices & Ethics	Assessment Appeals in Florida
Houses to Hotels: The Income Approach	Lease Abstracting & Analysis
Forecasting Revenue	Residential Appraisal Review
Appraisal of Self-Storage Facilities	Green Building Appraising
The Cost Approach	Subdivision Valuation

**LAWRENCE R. PENDLETON, MAI**  
Qualifications

**Affiliations:**

The Appraisal Institute:  
MAI Designated Member #9442

State of Florida:  
Licensed Real Estate Broker Since 1973, BK #68118  
National Association of Realtors, Realtor member  
South Broward Board of Realtors, Realtor member  
State-Certified General Real Estate Appraiser #RZ725

**Experience:**

Chief Appraiser  
The Ernest Jones Company  
1972 to Present

**Appraised various types of properties including:**

Vacant Land	Subdivisions
Shopping Centers	Apartment Buildings
Hotels/Motels	Condominium Complexes/Conversions
Nursing Homes	Hospitals
Medical Buildings	Residences
Condominium units	Automotive Buildings
Car Dealerships	Office Buildings
Industrial Buildings	Self-Storage Facilities
Cold Storage Plants	Special Purpose Properties
Gasoline Stations	Churches
Schools	Camps
Mobile Home Parks	Golf Courses, Country Clubs
Cellular Towers	Marinas

**Course Instructor:**

Barry College, Miami, Adjunct  
Professor of Real Estate Appraising  
*Instructor for Residential and Capitalization Courses*

Instructor -University of Pittsburgh, PA  
*Residential Real Estate Appraising , NAIFA*

Instructor - Freehold, New Jersey  
*Residential Real Estate Appraising, NAIFA*

University of Missouri, St. Louis  
*NAIFA Instructor's Certification, 1977*  
*(National Instructor 1977-1980)*

University of Illinois, Champaign - Urbana  
*Appraisal Institute/SREA Instructor's Clinic,*  
*1987*

Instructor - Miami, Florida  
*Appraisal Institute/SREA Course 101, 1988*

**LAWRENCE R. PENDLETON, MAI**  
Qualifications

**Lenders:**

Admiralty Bank	Atico Savings Bank
BankAtlantic	Biscayne Bank
BB&T/Truist	Citrus Bank
Chase	Carolina First Bank
Citibank	City National Bank
Desjardins Bank	Executive Bank of Fort Lauderdale
First Southern Bank	Floridian Community Bank
Hancock Bank	Gulf Coast Bank
Hemisphere National Bank	Home Federal Bank
Horizon Bank	Independent Bankers
InterBank Savings & Loan	International Finance Bank
Mercantile Bank	M&T Bank (NY)
National Bank of St. Petersburg	Ocean Banks
Optimum Bank	Park National Bank
PNC Bank	Premier Community Bank
Regent Bank	Riggs National Bank (Washington, DC)
River Oaks Bank (Illinois)	St. Paul Insurance Company
SunTrust	Space Coast Credit Union
State Bank of India	TransAmerica Small Business Capital
Teachers Insurance Company of America	TransAtlantic Bank
TD Bank	Tropical Credit Union
US Century Bank	Wachovia
Wells Fargo Bank	Zions First National Bank

**Companies:**

Amerada Hess Corporation	Broward County PBA
Burger King Corporation	Coca-Cola Bottling Company
Dade County PBA	Employee Transfer Corporation
Merrill Lynch Relocation Management	Prudential Real Estate
Knights of Columbus	The Jockey Club
DeMatteo Monness, LLC	Glenview Capital
Southern States Utilities	Shell Oil Company (Motiva)
Suburban Propane	Seminole Tribe of Florida
Triarc- R.C. Cola	Star Enterprise (Texaco)
Victoria's Secret	Western Electric
YMCA	

**LAWRENCE R. PENDLETON, MAI**  
Qualifications

**Government & Municipal:**

Federal Deposit Insurance Corporation (FDIC)  
Federal National Mortgage Association (FNMA)  
Federal Home Loan Mortgage Corporation (FHLMC)  
National Oceanic & Atmospheric Administration (NOAA)  
Miami-Dade County - H.U.D.  
City of North Miami  
City of Hialeah  
Trust for Public Lands  
City of Aventura  
City of Hialeah Gardens  
City of Hollywood  
Town of Hallandale Beach  
City of Miramar  
North Bay Village  
City of Oakland Park  
City of Parkland  
Broward County, Florida  
Orange County, Florida  
Village of Miami Shores  
Volusia County, Florida  
State of Florida  
City of Miami Gardens  
Town of Davie  
City of Miami Springs  
Town of Sunny Isles Beach  
St Johns Water Management District  
South Florida Water Management District  
School Board of Broward County  
School Board of Palm Beach County  
United States Postal Service

**Litigation Experience:**

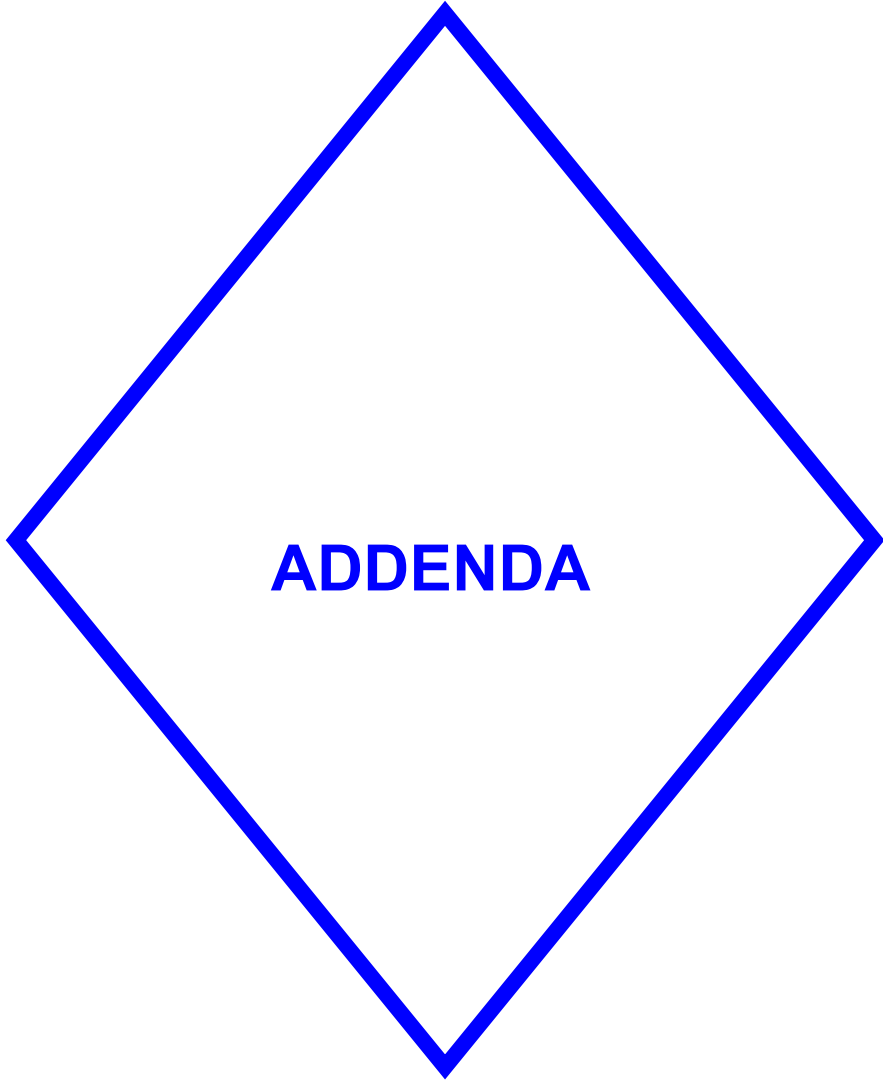
Has previously qualified as an expert witness on Real Estate Evaluation in Federal Bankruptcy & State District Courts

**International Experience:**

Completed assignments throughout the Bahama Islands, Puerto Rico, Costa Rica, Dominican Republic and Nicaragua

**Recertification:**

I am currently certified under the Appraisal Institute Continuing Education Program



# **Exhibit A**

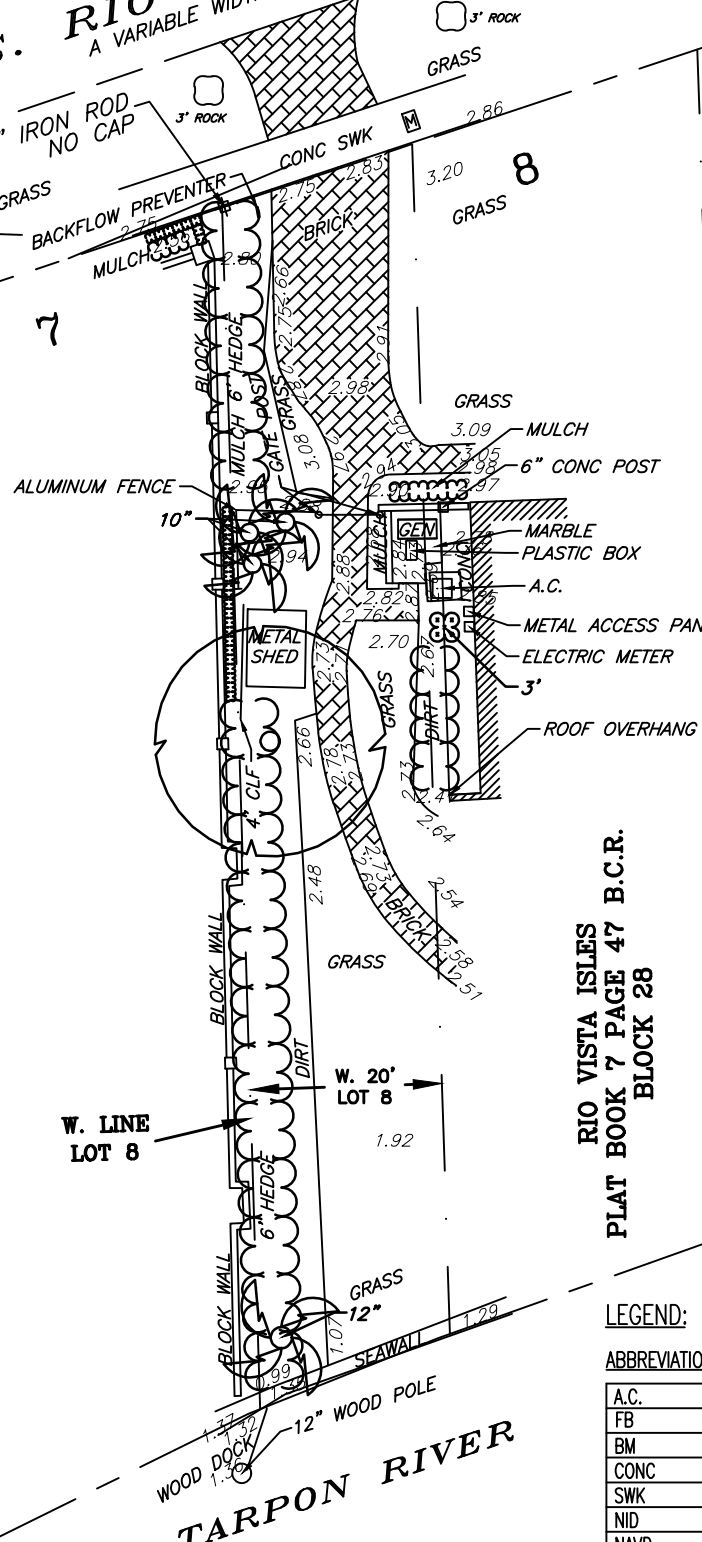


GRAPHIC SCALE

**S. RIO VISTA BLVD**  
A VARIABLE WIDTH RIGHT-OF-WAY

N 646800.66  
E 940872.64  
FOUND SURVEY CAP  
NO ID  
2.55'

N 646763.72  
E 940752.53  
X-CUT & PM  
2.77'



**RIO VISTA ISLES**  
PLAT BOOK 7 PAGE 47 B.C.R.  
BLOCK 28

W. LINE  
LOT 8

W. LINE  
LOT 10

W. 3.51'  
LOT 10

N 646677.75  
E 940876.54  
FOUND NAIL & DISK  
"MCLAUGHLIN"  
2.49'

**LEGEND:**

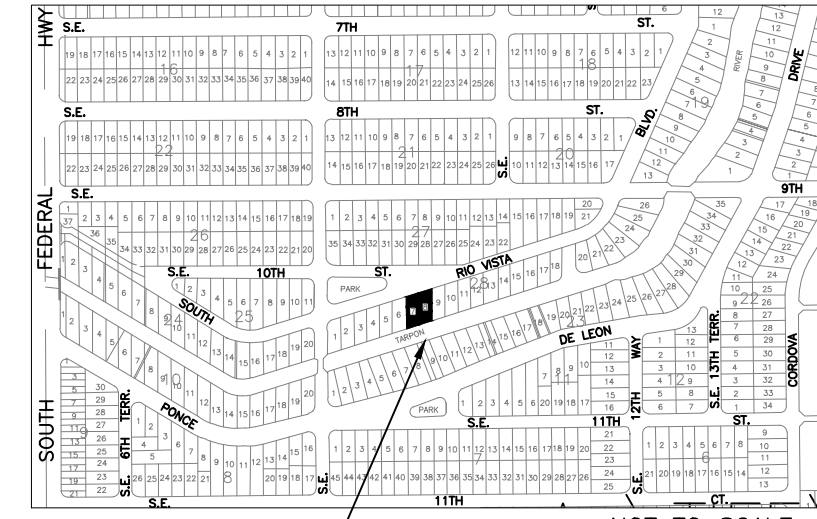
ABBREVIATIONS	DESCRIPTION	SYMBOLS	DESCRIPTION
A.C.	AIR CONDITION	---	PROPERTY EASEMENT
FB	FIELD BOOK	---	PROPERTY LINE
BM	BENCH MARK	---	PROPERTY RIGHT-OF-WAY
CONC	CONCRETE	◆	BENCH MARK
SWK	SIDEWALK	###	EXISTING ELEVATION
NID	NAIL IN DISC	⊕	SURVEY MARKER
NAVD	NORTH AMERICAN VERTICAL DATUM		
NGVD	NATIONAL GEODETIC VERTICAL DATUM		
X-CUT & PM	CROSS CUT & PAINTMARK		

**DESCRIPTION:**

THE WEST 20.00 FEET OF LOT 8, BLOCK 28, "RIO VISTA ISLES UNIT 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALL SAID LANDS LYING, SITUATING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 2,493 SQUARE FEET MORE OR LESS.

**LOCATION MAP**



LOCATION OF SURVEY NOT TO SCALE

**NOTES:**

- THIS TOPOGRAPHIC SURVEY IS LIMITED TO THE LOCATION OF ABOVE GROUND IMPROVEMENTS AND SPOT ELEVATIONS WITHIN AND ADJACENT TO THE DESCRIBED PARCEL, EXCEPT AS INDICATED, SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- UNDERGROUND UTILITIES WERE NOT LOCATED.
- PROPERTY LINES SHOWN ARE BASED ON ADJACENT PLATS AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- THIS IS NOT A BOUNDARY SURVEY.
- THE HORIZONTAL DATUM IS THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 0901, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS SHOWN HEREON IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS IS ±0.08'.
- ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) IN FEET AND DECIMALS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) AND CONVERTED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). THE DATUM WAS CONVERTED FROM NGVD29 TO NAVD88 UTILIZING THE U.S. ARMY CORPS OF ENGINEERS PROGRAM VERTCON. THE MODEL VALUE OF (-)1.585 WAS ADDED ALGEBRAICALLY TO THE NGVD 1929 VALUE.
- BENCHMARK DESCRIPTION: A CUT AND PAINTMARK IN FIELD BOOK 2203, PAGE 37, DESCRIBED AS FOLLOWS: ON THE TOP OF CURB, NORTH SIDE OF SOUTH RIO VISTA BOULEVARD & 9' E OF W P/L #924 ELEVATION= 3.803' (NAVD88).
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=20' OR SMALLER.
- HORIZONTAL FEATURE LOCATIONS ARE TO THE CENTER OF SYMBOLS AND MAY HAVE BEEN ENLARGED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE UNITED STATES SURVEY FEET.
- DATE OF LAST FIELD WORK: FEBRUARY 12, 2025.

**CERTIFICATION:**

THIS IS TO CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL DONALDSON  
PROFESSIONAL SURVEYOR AND MAPPER  
NO. 6490 STATE OF FLORIDA

SIGNED: \_\_\_\_\_

ENGINEER:  
#Name: \_\_\_\_\_  
REG. No: #NO. \_\_\_\_\_  
DATE: DATE \_\_\_\_\_

DRAWN BY: \_\_\_\_\_  
DATE: 2/19/2025  
DESIGNED BY: \_\_\_\_\_  
SCALE: 1:20  
CHECKED BY: \_\_\_\_\_  
ER  
FIELD BOOK: 2193\_18

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CR'D	DESCRIPTION

PROJECT # 93939  
20' WIDE CITY LOT BETWEEN 924  
& 1004 S. RIO VISTA BLVD.  
TOPOGRAPHIC SURVEY  
CITY OF FORT LAUDERDALE

SHEET NO. **1**  
TOTAL: 1  
CAD FILE: 93939 1002 RIO-SHT  
DRAWING FILE NO. 4-145-08

## **Exhibit B**



<b>Site Address</b>	S RIO VISTA BOULEVARD, FORT LAUDERDALE FL 33316	<b>ID #</b>	5042 11 18 2991
<b>Property Owner</b>	CITY OF FORT LAUDERDALE	<b>Millage</b>	0312
<b>Mailing Address</b>	101 NE 3 AVE STE 2100 FORT LAUDERDALE FL 33301	<b>Use</b>	94
<b>Abbr Legal Description</b>	RIO VISTA ISLES UNIT 3 7-47 B W 20 OF LOT 8, BLK 28		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

\* 2025 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$1,270		\$1,270	\$1,270	
2024					
2023					

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$1,270	\$1,270	\$1,270	\$1,270
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$1,270	\$1,270	\$1,270	\$1,270
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$1,270	\$1,270	\$1,270	\$1,270

Sales History			
Date	Type	Price	Book/Page or CIN
4/19/1977	WD	\$12,800	7025 / 486

Land Calculations		
Price	Factor	Type
\$0.51	2,498	SF
<b>Adj. Bldg. S.F.</b>		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
L								
1								

## **Exhibit C**

Sec. 47-5.31. - Table of dimensional requirements for the RS-8 district. (Note A)

Requirements	RS-8	RS-8A
Maximum density	8.0 du/net ac.	8.0 du/net ac.
Minimum lot size	6,000 sq. ft.	6,000 sq. ft.
Maximum structure height	35 ft.	28 ft.
Maximum structure length	None	None
Minimum lot width	50 ft. *75 ft. when abutting a waterway on any side	50 ft. *75 ft. when abutting a waterway on any side
Minimum floor area	1,000 sq. ft.	1,000 sq. ft.
Minimum front yard	25 ft. Special minimum front yard setbacks: Coral Isles—15 ft. Nurmi Isles—20 ft. Pelican Isles—20 ft.	25 ft. Special minimum front yard setbacks: Coral Isles—15 ft. Nurmi Isles—20 ft. Pelican Isles—20 ft.
Minimum corner yard	25% of lot width but not greater than 25 ft. 25 ft. when abutting a waterway	25% of lot width but not greater than 25 ft. 25 ft. when abutting a waterway

Minimum side yard

5 ft. - up to 22 ft. in height

Where a building exceeds 22 ft. in height that portion of the building above 22 ft. shall be set back an additional 1 foot per foot of additional height.

25 ft. when abutting a waterway

Special side yard setbacks 7.5 ft.:

Coral Ridge Country Club Addition 4, P.B. 53 P. 29; Block G, Lots 1 thru 22; Block H, Lots 1 thru 10 and 16 thru 26; Block I; Block J.  
Gramercy Park, P.B. 57, P. 45, Block 1; and Block 2, Lots 1 thru 16.  
Coral Ridge Country Club Addition 3, P.B. 52 P. 14, Block A, Lots 1 thru 4; Block B, Lots 1 thru 4 and 7 thru 10; Block C, Lots 1 thru 4 and 7 thru 10; Block D, Lots 1 thru 8 and 11 thru 18; Block X, Lots 18 thru 20; Block J; Block K; Block L; Block M; Block N; Block O; Block P; Block Q; Block R; Block S; Block T.  
Golf Estates, P.B. 43, P. 26; Block 6; Block 7; Block 8; Block 9; Block 10; Block 11; Coral Ridge Country Club Subdivision P.B. 36 P. 30 Block F, Lots 1 thru 14; Block R, Lots 1 thru 8, 11 thru 18; Replat of Lots 11, 12, 13, 14 & 15 of Block H Coral Ridge Country Club Addition 4, P.B. 63 P. 31 Parcels A, B, C;  
Gramercy Park, PB 57 P. 45 Block 2, Lots 17 and 18;  
Coral Ridge Country Club Addition No. 2 P.B. 44 PG 21 Block F, Lots 2 thru 19; Block E, Lots 1 thru 6 and 10 thru 16; Block C, Lots 2 thru 11; Block D, Lots 2 thru 4; Block B, Lot 2 and Lots 15 thru 25, and Bermuda-Riviera Subdivision of Galt Ocean Mile, P.B. 38 P. 46; Blocks A, C, D, E, F, G & H; Bermuda-Riviera Subdivision of Galt Ocean, First Addition, P.B. 40 P.12: Blocks J, K, L & M.

For a building with a height no greater than 12 ft.- 5 ft.

For a building with a height greater than 12 ft. - 7.5 ft.

That portion of a building exceeding 12 ft. in height shall be set back an additional 2 feet per 1 foot of additional height

25 ft. when abutting a waterway

Special side yard setbacks as provided in RS-8

Minimum rear yard	15 ft.	25 ft.			
	25 ft. when abutting a waterway	25 ft. when abutting a waterway			
	Special rear yard setbacks: 15 ft. abutting waterway in the following subdivisions: Coral Ridge Isles Flamingo Pk.—Section "C" & "D" Lakes Estates Golf Estates Imperial Pt.—4th Sec. The Landings Rio Nuevo Isle—Block 1	Special rear yard setbacks as provided in RS-8			
Minimum distance between buildings	None	None			
	<i>Lot Size</i>	<i>**Maximum Lot Coverage</i>	<i>**Maximum Floor Area Ratio</i>	<i>**Maximum Lot Coverage</i>	<i>**Maximum Floor Area Ratio</i>
	≤7,500 sf	50%	0.75	40%	0.55
Lot coverage and FAR	7,501—12,000 sf	45%	0.75	35%	0.55
	>12,000 sf	40%	0.60	30%	0.50

Note A: Dimensional requirements may be subject to additional regulations, see [Section 47-23](#), Specific Location Requirements, and [Section 47-25](#), Development Review Criteria.

\*Allowances for modifications of lot widths may be permitted in accordance with the requirements of [Section 47-23.10](#), Specific Location Requirements.

\*\*An increase in the maximum FAR or lot coverage may be permitted subject to the requirements of a site plan level III, see [Section 47-24.2](#).

\*\*\*All other regulations relating to district RS-8 shall apply to RS-8A.

(Ord. No. C-97-19, § 1(47-5.4), 6-18-97; Ord. No. C-99-26, § 1, 4-20-99; Ord. No. C-99-62, § 1, 9-21-99; Ord. No. C-04-67, § 1, 1-4-05; Ord. No. C-08-05, § 3, 2-5-08)

## **Exhibit D**

RESOLUTION No. 78-432

A RESOLUTION AUTHORIZING AND DIRECTING THE PROPER CITY OFFICIALS TO SECURE A 20-FOOT SANITARY SEWER FORCE MAIN EASEMENT OVER, UNDER AND ACROSS A PORTION OF TARPON RIVER LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

Dec 26 11 58 AM '78

WHEREAS, the City of Fort Lauderdale has received a Federal grant from the United States Environmental Protection Agency under the Federal Water Pollution Control Act; and

WHEREAS, the City of Fort Lauderdale has designed a sanitary sewer force main to be constructed from the intersection of N. W. 5th Street and N. W. 9th Avenue to Port Everglades Wastewater Treatment Plant; and

WHEREAS, said force main crosses Tarpon River at the location hereinafter described; and

WHEREAS, the State of Florida, Department of Natural Resources, has determined the City must obtain an easement for crossing sovereignty lands; and

WHEREAS, the requested easement must originate by formal Resolution in order to comply with the State of Florida, Department of Natural Resources, requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale does hereby authorize the proper City officials to secure the necessary easement across Tarpon River at a point which is legally described as:

A 20-foot sanitary sewer force main easement over, under and across a portion of Tarpon River for the crossing of sovereignty submerged land under a portion of Tarpon River lying in the SW 1/4 of Section 11, Township 50 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the southwest corner of Lot 9, Block 23, according to the plat "Unit 3 of Rio Vista Isles" as recorded in Plat Book 7 at page 47 of the public records of Broward County, Florida; thence 147.90 feet northwesterly along the west line of said Lot 9 to a point on the face of seawall, also being the POINT OF BEGINNING; thence northerly across Tarpon River along the west line of said easement 79.64 feet to the point of intersection of the face of seawall and the west line of Lot 8, Block 28; thence easterly 22.40 feet along the face of seawall to an intersection with a line 20 feet east of and parallel to the aforesaid west line of easement; thence southerly along said parallel line 77.10 feet across Tarpon River to a point on the face of seawall; thence westerly 23.70 feet along the face of seawall to the POINT OF BEGINNING; said easement containing 0.04 acres, more or less.

DEC 26 11 58 AM '78  
REC 7947 PAGE 946

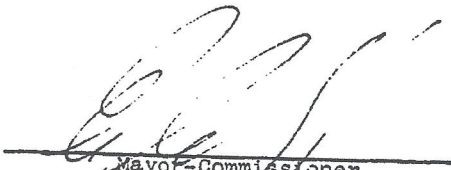
RETURN TO CITY ATTORNEY  
P. O. DRAWER 14250  
FT. LAUDERDALE, FLA. 33302

78-432

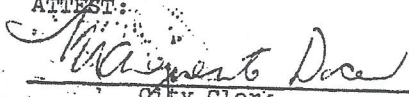
70/06

SECTION 2. That the City attorney be, and is hereby, directed to record a copy of this Resolution in the public records of Broward County, Florida, and after recording to transmit it to the City Clerk for filing in the City records.

ADOPTED this the 5th day of December, 1978.

  
\_\_\_\_\_  
Mayor-Commissioner  
E. Clay Shaw, Jr.

ATTEST:

  
\_\_\_\_\_  
City Clerk  
Marguerite Docen

FILED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
R. R. KAUTH  
COUNTY ADMINISTRATOR

DEC 7 1978  
PAGE 947

# **Exhibit E**

83-308490

ENCROACHMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on September 7, 1983, between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of Florida, referred to as "City",

and

RAYMOND B. RAY, an individual, referred to as "Owner".

Owner desires approval to encroach upon a portion of City-owned property under which a major sewer line exists, adjacent to lands owned by Owner, such portion of the City property being referred to as "Parcel No. One" and being more particularly described as follows:

The West twenty feet (20') of Lot 8, Block 28 of RIO VISTA ISLES, UNIT 3, according to the plat thereof, recorded in Plat Book 7, Page 47 of the Broward County Public Records.

The Owner owns the following described property, referred to as "Parcel No. Two":

Lot Nine (9) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the Plat thereof recorded in Plat Book 7, Page 47,

and

Lot Eight (8) of Block Twenty-Eight (28) of RIO VISTA ISLES, Unit 2, according to Plat thereof, recorded in Plat Book 5, at Page 23,

and

The West Three and 51/100 (3.51) feet of Lot Ten (10) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the amended Plat thereof, recorded in Plat Book 7, Page 47,

ALL LESS: The West 20 feet of Lot 8 in Block 28 of RIO VISTA ISLES, Unit 3, according to the Plat thereof, recorded in Plat Book 7, Page 47, all of which are recorded in the Public Records of Broward County, Florida,

such lands situated in Broward County, Florida.

Owner has requested the City to permit him to encroach upon Parcel No. One above which will constitute an encroachment on public property, which the City is willing to do, subject to certain terms and conditions.

The City Commission, by Resolution No. 83-195, adopted on September 7, 1983, authorized the proper City officials to execute this Agreement.

In consideration of the mutual covenants and conditions of this Agreement, the parties agree as follows:

RETURN TO: Raymond B. Ray - Landmark First National Bank Building, Suite 1602, One Financial Plaza, Fort Lauderdale, Florida 33394

SEP 23 2 50 PM '83

OFF REC 11155 PG 756

↗

1304

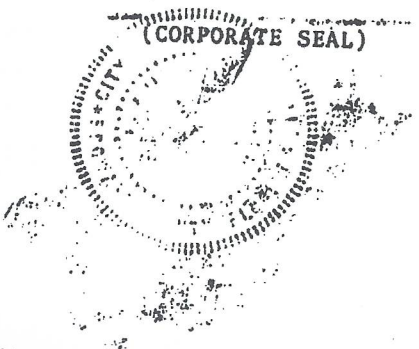
1. City grants Owner permission to encroach upon a portion of City-owned property under which a major sewer line exists, which portion is identified as Parcel No. One of this Agreement, by permitting him to use such property, subject to the conditions mentioned below.
2. Owner shall bear all costs of construction, maintenance and if required by City, removal of the encroachments.
3. Owner may enclose "Parcel One" with a fence, for use as a play yard area for his children. Owner agrees to sod, irrigate and maintain the area at his sole expense. Any improvements shall be maintained in a clean and attractive manner. Failure to so maintain will be considered detrimental to the public interest and, in that event, City may avail itself of the remedies provided in Paragraph 6 of this Agreement.
4. Owner shall indemnify and hold City harmless from any and all liability incurred now or in the future as a result of any death of or injury to, or any damage to property because of the existence of or the failure to maintain the encroachment above described.
5. It is understood that this encroachment agreement is granted to Owner for his sole benefit as a special exception to the policy of City and that this Agreement shall be construed most strictly in favor of City and against Owner.
6. It is understood and agreed that Owner shall remove the encroachment or any portion of the improvements constituting the encroachment at any time that City requires the use of such encroachment area or determines that the continuation of such encroachment is not in the public interest. Such removal shall be at Owner's sole cost and expense. In the event Owner fails to remove such encroachment within thirty (30) days after written demand by City to do so, City is authorized to remove such encroachment and the removal costs shall become a lien against the real property described as Parcel No. Two in this Agreement, which lien may be enforced through foreclosure and shall include court costs and reasonable attorney's fees.
7. This Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Broward County, Florida, at Owner's expense.
8. The provisions of this Agreement are covenants running with the land described as Parcel No. 2 above and are binding upon Owner, his heirs, successors and assigns.
9. This Agreement shall be of no force and effect if not properly executed by all parties on or before ninety days from the date first appearing above unless the parties by mutual agreement in writing shall for good cause extend the time of execution.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

*Ante Holway*

*Maidera Ritchie*



CITY OF FORT LAUDERDALE

By *[Signature]*  
Mayor-Commissioner

By *[Signature]*  
City Manager

ATTEST:  
*[Signature]*  
City Clerk

Approved as to form:

*[Signature]*  
City Attorney

OFF REC 11155Pg 757

WITNESSES:

RAYMOND B. RAY, an individual

[Signature]  
[Signature]

[Signature]

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT DRESSLER, CONSTANCE HOFFMANN, KRIS ANDERSON, Mayor-Commissioner, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS WHEREOF, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on September 14, 1983.



[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 04 1987  
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RAYMOND B. RAY, an individual, and acknowledged he executed the foregoing Agreement, for the uses and purposes mentioned in it and that this instrument is his act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on November 23, 1983.



[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG 6 1986  
BONDED THRU GENERAL INS, UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF  
REC 11 155Pg 758

# Exhibit F

77-100709

Janet 2  
City v. Max

39.46  
14.30  
STAMPS

This Warranty Deed Made the nineteenth day of April A. D. 19 77, by RICHARD W. SIEBRECHT,

hereinafter called the grantor, to CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, with its permanent post-office address at City Hall, Fort Lauderdale, Florida, hereinafter called the grantee:

Wherever 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.

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

The West 20 feet of Lot 8 in Block 28 of "RIO VISTA ISLES, UNIT 3," according to the plat thereof, recorded in Plat Book 7, Page 47, of the public records of Broward County, Florida.

FLORIDA SURTAX 14.30

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE MAY 1977 38.40

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.

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 fully warrants the title to said land and will defend the same against the lawful claims of all persons; and that said land is free of all encumbrances, except taxes for the current year.

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

Signed, sealed and delivered, in our presence:

Witnesses: Stanley Johnson

Richard W. Siebrecht L.S.

Approved by: [Signature] CITY ATTORNEY

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF BROWARD, FLORIDA L. A. [Signature]

STATE OF ~~MASSACHUSETTS~~ MASSACHUSETTS COUNTY OF ~~BROOKLYN~~ Middlesex

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

RICHARD W. SIEBRECHT, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this nineteenth day of April A. D. 19 77.

Carlton W. Baker Notary Public My commission expires October 22, 1982

INSTRUMENT PREPARED BY CITY ATTORNEY W. M. Caldwell, Jr. CITY HALL FORT LAUDERDALE, FLA.

Return to: CITY ATTORNEY P.O. Box 1181/475 Fort Lauderdale, Florida

77 MAY 13 AM 11:50

REC-7025 PAGE 436

4.2

# 81-124303 This Indenture,

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this 29th day of April A. D. 19 81  
BETWEEN RICHARD W. STEBRECHT, a single man

of the County of \_\_\_\_\_ in the State of Massachusetts party of the first part, and  
RAYMOND B. RAY, a single man  
of the County of \_\_\_\_\_ in the State of Florida whose post office address is  
1004 South Rio Vista Boulevard, Fort Lauderdale, Florida  
party of the second part.

**Witnesseth,** That the said party of the first part, for and in consideration of the sum of One hundred thirty-nine thousand and 00/100 (\$139,000.00)----- Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, and being in the County of Broward State of Florida, to wit:

PARCEL 1: Lot Nine (9) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the plat thereof recorded in Plat Book 7, Page 47, of the public records of Broward County, Florida.

PARCEL 2: Lot Eight (8) of Block Twenty-Eight (28), of RIO VISTA ISLES, Unit 2, according to plat thereof recorded in Plat Book 5, at Page 23, of the public records of Broward County, Florida.

PARCEL 3: The West Three and 51/100 (3.51) feet of Lot Ten (10) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the amended plat thereof recorded in Plat Book 7, page 47, of the public records of Broward County, Florida.

ALL LESS: The West 20 feet of Lot 8 in Block 28 of RIO VISTA ISLES, Unit 3, according to the plat thereof recorded in Plat Book 7, Page 47, of the public records of Broward County, Florida.

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

**In Witness Whereof,** The said party of the first part has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*Richard W. Stebrecht* } *Richard W. Stebrecht* (L.S.)  
\_\_\_\_\_  
*Jessie G. Hill* } \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_ (L.S.)

STATE OF FLORIDA,  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RICHARD W. STEBRECHT

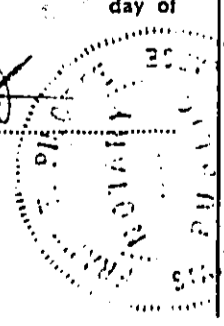
to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April A. D. 19 81

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

This Instrument prepared by: Frank T. Pilotte, c/o Anderson & Larche  
Address 1415 E. Sunrise Blvd, Suite 501  
Fort Lauderdale, FL 33304

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV 14 1984  
BONDED THRU GENERAL INS. UNDER NO. \_\_\_\_\_



OFF REC 9554 PAGE 124

4 OH

D/S 556.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
556.00

H. TAYLOR WHITE, ESQUIRE  
SUITE 502-A, COURTHOUSE SQUARE BLDG  
200 S.E. 4th STREET  
FORT LAUDERDALE, FL 33301

## **Exhibit B**



<b>Site Address</b>	S RIO VISTA BOULEVARD, FORT LAUDERDALE FL 33316	<b>ID #</b>	5042 11 18 2991
<b>Property Owner</b>	CITY OF FORT LAUDERDALE	<b>Millage</b>	0312
<b>Mailing Address</b>	101 NE 3 AVE STE 2100 FORT LAUDERDALE FL 33301	<b>Use</b>	94
<b>Abbr Legal Description</b>	RIO VISTA ISLES UNIT 3 7-47 B W 20 OF LOT 8, BLK 28		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

\* 2025 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2025*	\$1,270		\$1,270	\$1,270	
2024					
2023					

2025* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$1,270	\$1,270	\$1,270	\$1,270
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$1,270	\$1,270	\$1,270	\$1,270
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$1,270	\$1,270	\$1,270	\$1,270

Sales History			
Date	Type	Price	Book/Page or CIN
4/19/1977	WD	\$12,800	7025 / 486

Land Calculations		
Price	Factor	Type
\$0.51	2,498	SF
<b>Adj. Bldg. S.F.</b>		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
L								
1								

## **Exhibit C**

Sec. 47-5.31. - Table of dimensional requirements for the RS-8 district. (Note A)

Requirements	RS-8	RS-8A
Maximum density	8.0 du/net ac.	8.0 du/net ac.
Minimum lot size	6,000 sq. ft.	6,000 sq. ft.
Maximum structure height	35 ft.	28 ft.
Maximum structure length	None	None
Minimum lot width	50 ft. *75 ft. when abutting a waterway on any side	50 ft. *75 ft. when abutting a waterway on any side
Minimum floor area	1,000 sq. ft.	1,000 sq. ft.
Minimum front yard	25 ft. Special minimum front yard setbacks: Coral Isles—15 ft. Nurmi Isles—20 ft. Pelican Isles—20 ft.	25 ft. Special minimum front yard setbacks: Coral Isles—15 ft. Nurmi Isles—20 ft. Pelican Isles—20 ft.
Minimum corner yard	25% of lot width but not greater than 25 ft. 25 ft. when abutting a waterway	25% of lot width but not greater than 25 ft. 25 ft. when abutting a waterway

Minimum side yard

5 ft. - up to 22 ft. in height

Where a building exceeds 22 ft. in height that portion of the building above 22 ft. shall be set back an additional 1 foot per foot of additional height.

25 ft. when abutting a waterway

Special side yard setbacks 7.5 ft.:

Coral Ridge Country Club Addition 4, P.B. 53 P. 29; Block G, Lots 1 thru 22; Block H, Lots 1 thru 10 and 16 thru 26; Block I; Block J.  
Gramercy Park, P.B. 57, P. 45, Block 1; and Block 2, Lots 1 thru 16.  
Coral Ridge Country Club Addition 3, P.B. 52 P. 14, Block A, Lots 1 thru 4; Block B, Lots 1 thru 4 and 7 thru 10; Block C, Lots 1 thru 4 and 7 thru 10; Block D, Lots 1 thru 8 and 11 thru 18; Block X, Lots 18 thru 20; Block J; Block K; Block L; Block M; Block N; Block O; Block P; Block Q; Block R; Block S; Block T.  
Golf Estates, P.B. 43, P. 26; Block 6; Block 7; Block 8; Block 9; Block 10; Block 11; Coral Ridge Country Club Subdivision P.B. 36 P. 30 Block F, Lots 1 thru 14; Block R, Lots 1 thru 8, 11 thru 18; Replat of Lots 11, 12, 13, 14 & 15 of Block H Coral Ridge Country Club Addition 4, P.B. 63 P. 31 Parcels A, B, C;  
Gramercy Park, PB 57 P. 45 Block 2, Lots 17 and 18;  
Coral Ridge Country Club Addition No. 2 P.B. 44 PG 21 Block F, Lots 2 thru 19; Block E, Lots 1 thru 6 and 10 thru 16; Block C, Lots 2 thru 11; Block D, Lots 2 thru 4; Block B, Lot 2 and Lots 15 thru 25, and Bermuda-Riviera Subdivision of Galt Ocean Mile, P.B. 38 P. 46; Blocks A, C, D, E, F, G & H; Bermuda-Riviera Subdivision of Galt Ocean, First Addition, P.B. 40 P.12: Blocks J, K, L & M.

For a building with a height no greater than 12 ft.- 5 ft.

For a building with a height greater than 12 ft. - 7.5 ft.

That portion of a building exceeding 12 ft. in height shall be set back an additional 2 feet per 1 foot of additional height

25 ft. when abutting a waterway

Special side yard setbacks as provided in RS-8

Minimum rear yard	15 ft. 25 ft. when abutting a waterway Special rear yard setbacks: 15 ft. abutting waterway in the following subdivisions: Coral Ridge Isles Flamingo Pk.—Section "C" & "D" Lakes Estates Golf Estates Imperial Pt.—4th Sec. The Landings Rio Nuevo Isle—Block 1	25 ft. 25 ft. when abutting a waterway Special rear yard setbacks as provided in RS-8			
Minimum distance between buildings	None	None			
	<i>Lot Size</i>	<i>**Maximum Lot Coverage</i>	<i>**Maximum Floor Area Ratio</i>	<i>**Maximum Lot Coverage</i>	<i>**Maximum Floor Area Ratio</i>
	≤7,500 sf	50%	0.75	40%	0.55
Lot coverage and FAR	7,501—12,000 sf	45%	0.75	35%	0.55
	>12,000 sf	40%	0.60	30%	0.50

Note A: Dimensional requirements may be subject to additional regulations, see [Section 47-23](#), Specific Location Requirements, and [Section 47-25](#), Development Review Criteria.

\*Allowances for modifications of lot widths may be permitted in accordance with the requirements of [Section 47-23.10](#), Specific Location Requirements.

\*\*An increase in the maximum FAR or lot coverage may be permitted subject to the requirements of a site plan level III, see [Section 47-24.2](#).

\*\*\*All other regulations relating to district RS-8 shall apply to RS-8A.

(Ord. No. C-97-19, § 1(47-5.4), 6-18-97; Ord. No. C-99-26, § 1, 4-20-99; Ord. No. C-99-62, § 1, 9-21-99; Ord. No. C-04-67, § 1, 1-4-05; Ord. No. C-08-05, § 3, 2-5-08)

## **Exhibit D**

RESOLUTION NO. 78-432

A RESOLUTION AUTHORIZING AND DIRECTING THE PROPER CITY OFFICIALS TO SECURE A 20-FOOT SANITARY SEWER FORCE MAIN EASEMENT OVER, UNDER AND ACROSS A PORTION OF TARPON RIVER LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

Dec 26 11 58 AM '78

WHEREAS, the City of Fort Lauderdale has received a Federal grant from the United States Environmental Protection Agency under the Federal Water Pollution Control Act; and

WHEREAS, the City of Fort Lauderdale has designed a sanitary sewer force main to be constructed from the intersection of N. W. 5th Street and N. W. 9th Avenue to Port Everglades Wastewater Treatment Plant; and

WHEREAS, said force main crosses Tarpon River at the location hereinafter described; and

WHEREAS, the State of Florida, Department of Natural Resources, has determined the City must obtain an easement for crossing sovereignty lands; and

WHEREAS, the requested easement must originate by formal Resolution in order to comply with the State of Florida, Department of Natural Resources, requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale does hereby authorize the proper City officials to secure the necessary easement across Tarpon River at a point which is legally described as:

A 20-foot sanitary sewer force main easement over, under and across a portion of Tarpon River for the crossing of sovereignty submerged land under a portion of Tarpon River lying in the SW 1/4 of Section 11, Township 50 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the southwest corner of Lot 9, Block 23, according to the plat "Unit 3 of Rio Vista Isles" as recorded in Plat Book 7 at page 47 of the public records of Broward County, Florida; thence 147.90 feet northwesterly along the west line of said Lot 9 to a point on the face of seawall, also being the POINT OF BEGINNING; thence northerly across Tarpon River along the west line of said easement 79.64 feet to the point of intersection of the face of seawall and the west line of Lot 8, Block 28; thence easterly 22.40 feet along the face of seawall to an intersection with a line 20 feet east of and parallel to the aforesaid west line of easement; thence southerly along said parallel line 77.10 feet across Tarpon River to a point on the face of seawall; thence westerly 23.70 feet along the face of seawall to the POINT OF BEGINNING; said easement containing 0.04 acres, more or less.

DEC 7947 PAGE 946

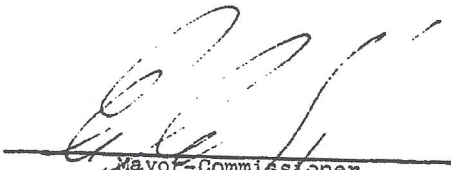
RETURN TO CITY ATTORNEY  
P. O. DRAWER 14250  
FT. LAUDERDALE, FLA. 33302

78-432

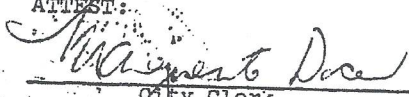
70/06

SECTION 2. That the City attorney be, and is hereby, directed to record a copy of this Resolution in the public records of Broward County, Florida, and after recording to transmit it to the City Clerk for filing in the City records.

ADOPTED this the 5th day of December, 1978.

  
\_\_\_\_\_  
Mayor-Commissioner  
E. Clay Shaw, Jr.

ATTEST:

  
\_\_\_\_\_  
City Clerk  
Marguerite Docen

FILED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
R. R. KAUTH  
COUNTY ADMINISTRATOR

DEC 7 1978  
PAGE 947

# **Exhibit E**

83-308490

ENCROACHMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on September 7, 1983, between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of Florida, referred to as "City",

and

RAYMOND B. RAY, an individual, referred to as "Owner".

Owner desires approval to encroach upon a portion of City-owned property under which a major sewer line exists, adjacent to lands owned by Owner, such portion of the City property being referred to as "Parcel No. One" and being more particularly described as follows:

The West twenty feet (20') of Lot 8, Block 28 of RIO VISTA ISLES, UNIT 3, according to the plat thereof, recorded in Plat Book 7, Page 47 of the Broward County Public Records.

The Owner owns the following described property, referred to as "Parcel No. Two":

Lot Nine (9) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the Plat thereof recorded in Plat Book 7, Page 47,

and

Lot Eight (8) of Block Twenty-Eight (28) of RIO VISTA ISLES, Unit 2, according to Plat thereof, recorded in Plat Book 5, at Page 23,

and

The West Three and 51/100 (3.51) feet of Lot Ten (10) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the amended Plat thereof, recorded in Plat Book 7, Page 47,

ALL LESS: The West 20 feet of Lot 8 in Block 28 of RIO VISTA ISLES, Unit 3, according to the Plat thereof, recorded in Plat Book 7, Page 47, all of which are recorded in the Public Records of Broward County, Florida,

such lands situated in Broward County, Florida.

Owner has requested the City to permit him to encroach upon Parcel No. One above which will constitute an encroachment on public property, which the City is willing to do, subject to certain terms and conditions.

The City Commission, by Resolution No. 83-195, adopted on September 7, 1983, authorized the proper City officials to execute this Agreement.

In consideration of the mutual covenants and conditions of this Agreement, the parties agree as follows:

RETURN TO: Raymond B. Ray - Landmark First National Bank Building, Suite 1602, One Financial Plaza, Fort Lauderdale, Florida 33394

SEP 23 2 50 PM '83

OFF REC 11155 PG 756



1304

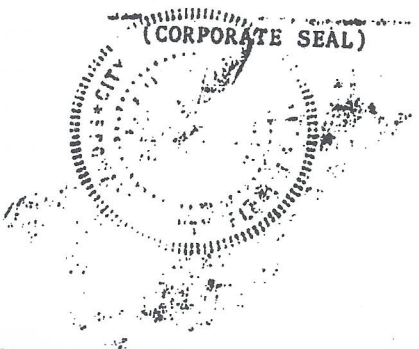
1. City grants Owner permission to encroach upon a portion of City-owned property under which a major sewer line exists, which portion is identified as Parcel No. One of this Agreement, by permitting him to use such property, subject to the conditions mentioned below.
2. Owner shall bear all costs of construction, maintenance and if required by City, removal of the encroachments.
3. Owner may enclose "Parcel One" with a fence, for use as a play yard area for his children. Owner agrees to sod, irrigate and maintain the area at his sole expense. Any improvements shall be maintained in a clean and attractive manner. Failure to so maintain will be considered detrimental to the public interest and, in that event, City may avail itself of the remedies provided in Paragraph 6 of this Agreement.
4. Owner shall indemnify and hold City harmless from any and all liability incurred now or in the future as a result of any death of or injury to, or any damage to property because of the existence of or the failure to maintain the encroachment above described.
5. It is understood that this encroachment agreement is granted to Owner for his sole benefit as a special exception to the policy of City and that this Agreement shall be construed most strictly in favor of City and against Owner.
6. It is understood and agreed that Owner shall remove the encroachment or any portion of the improvements constituting the encroachment at any time that City requires the use of such encroachment area or determines that the continuation of such encroachment is not in the public interest. Such removal shall be at Owner's sole cost and expense. In the event Owner fails to remove such encroachment within thirty (30) days after written demand by City to do so, City is authorized to remove such encroachment and the removal costs shall become a lien against the real property described as Parcel No. Two in this Agreement, which lien may be enforced through foreclosure and shall include court costs and reasonable attorney's fees.
7. This Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Broward County, Florida, at Owner's expense.
8. The provisions of this Agreement are covenants running with the land described as Parcel No. 2 above and are binding upon Owner, his heirs, successors and assigns.
9. This Agreement shall be of no force and effect if not properly executed by all parties on or before ninety days from the date first appearing above unless the parties by mutual agreement in writing shall for good cause extend the time of execution.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

*Antonia Holmway*

*Maidea Ritchie*



CITY OF FORT LAUDERDALE

By *[Signature]*  
Mayor-Commissioner

By *[Signature]*  
City Manager

ATTEST:  
*[Signature]*  
City Clerk

Approved as to form:

*[Signature]*  
City Attorney

OFF REC 11155Pg 757

WITNESSES:

RAYMOND B. RAY, an individual

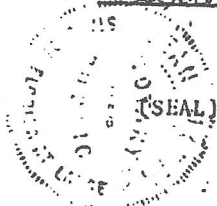
[Signature]  
[Signature]

[Signature]

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT DRESSLER, CONSTANCE HOFFMANN, KRIS ANDERSON, Mayor-Commissioner, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS WHEREOF, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on September 14, 1983.



[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 04 1987  
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RAYMOND B. RAY, an individual, and acknowledged he executed the foregoing Agreement, for the uses and purposes mentioned in it and that this instrument is his act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on September 23, 1983.



[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG 6 1986  
BONDED THRU GENERAL INS, UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF  
REC 11 155Pg 758

# Exhibit F

77-100709

Jan 2  
City v. Max

39.46  
14.30  
STAMPS

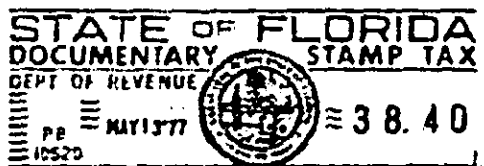
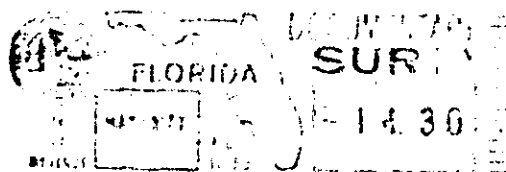
This Warranty Deed Made the nineteenth day of April A. D. 19 77, by RICHARD W. SIEBRECHT,

hereinafter called the grantor, to CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, with its permanent post-office address at City Hall, Fort Lauderdale, Florida, hereinafter called the grantee:

Wherever 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.

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

The West 20 feet of Lot 8 in Block 28 of "RIO VISTA ISLES, UNIT 3," according to the plat thereof, recorded in Plat Book 7, Page 47, of the public records of Broward County, Florida.



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.

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 fully warrants the title to said land and will defend the same against the lawful claims of all persons; and that said land is free of all encumbrances, except taxes for the current year.

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

Signed, sealed and delivered, in our presence:

*Stanley Johnson*  
C. Stanley Johnson

*Richard W. Siebrecht*  
Richard W. Siebrecht L.S.

Approved by: *[Signature]*  
CITY ATTORNEY  
Approved by: *[Signature]*  
RIGHT OF WAY AGENT

STATE OF ~~MASSACHUSETTS~~ MASSACHUSETTS  
COUNTY OF ~~MIDDLESEX~~ Middlesex

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

RICHARD W. SIEBRECHT, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this nineteenth day of April, A. D. 19 77.

*Carlton W. Baker*  
Carlton W. Baker Notary Public

My commission expires October 22, 1982

INSTRUMENT PREPARED BY  
CITY ATTORNEY - W. M. Caldwell, Jr.  
CITY HALL  
FORT LAUDERDALE, FLA.

Return to:  
CITY ATTORNEY  
P.O. Box 1181/475  
Fort Lauderdale, Florida

77 MAY 13 AM 11:50

REC-7025 PAGE 436

4.2

# 81-124303 This Indenture,

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this 29th day of April A. D. 19 81  
BETWEEN RICHARD W. STEBRECHT, a single man

of the County of \_\_\_\_\_ in the State of Massachusetts party of the first part, and  
RAYMOND B. RAY, a single man  
of the County of \_\_\_\_\_ in the State of Florida whose post office address is  
1004 South Rio Vista Boulevard, Fort Lauderdale, Florida  
party of the second part.

**Witnesseth,** That the said party of the first part, for and in consideration of the sum of One hundred thirty-nine thousand and 00/100 (\$139,000.00)----- Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, and being in the County of Broward State of Florida, to wit:

PARCEL 1: Lot Nine (9) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the plat thereof recorded in Plat Book 7, Page 47, of the public records of Broward County, Florida.

PARCEL 2: Lot Eight (8) of Block Twenty-Eight (28), of RIO VISTA ISLES, Unit 2, according to plat thereof recorded in Plat Book 5, at Page 23, of the public records of Broward County, Florida.

PARCEL 3: The West Three and 51/100 (3.51) feet of Lot Ten (10) of Block Twenty-Eight (28) of RIO VISTA ISLES, according to the amended plat thereof recorded in Plat Book 7, page 47, of the public records of Broward County, Florida.

ALL LESS: The West 20 feet of Lot 8 in Block 28 of RIO VISTA ISLES, Unit 3, according to the plat thereof recorded in Plat Book 7, Page 47, of the public records of Broward County, Florida.

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

**In Witness Whereof,** The said party of the first part has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*Richard W. Stebrecht* } *Richard W. Stebrecht* (L.S.)  
\_\_\_\_\_  
*Jessie G. Hill* } \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)

STATE OF FLORIDA,  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RICHARD W. STEBRECHT

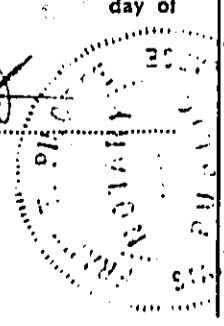
to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April A. D. 19 81

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

This Instrument prepared by: Frank T. Pilotte, c/o Anderson & Larche  
Address 1415 E. Sunrise Blvd, Suite 501  
Fort Lauderdale, FL 33304

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV 14 1984  
BONDED THRU GENERAL INS. UNDER NO. \_\_\_\_\_



OFF REC 9554 PAGE 124

4 OH

D/S 556.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
556.00

H. TAYLOR WHITE, ESQUIRE  
SUITE 502-A, COURTHOUSE SQUARE BLDG  
200 S.E. 4th STREET  
FORT LAUDERDALE, FL 33301