# EXHIBIT 3

# **APPRAISAL OF REAL PROPERTY**



#### LOCATED AT

464 Golden Gate Pt, # 703 Serasota, FL 34236 Unit 703 La Bellasara

#### **FOR**

Burton Wiand, Receiver c/o Roger Jernigan

# AS OF

August 12, 2014

# BY

Mary L. Patterson, SRA
Patterson Appraisal, Inc.
8374 Market St, #205
Bradenton, FL 34202
(941) 750-6600
mary@valuatlonflorida.com

11	NDIVIDUAL CONDO UNIT APPRAISA	AL REPORT		FI	le No.: 140801	
	Property Address: 464 Golden Gate Pt	Unit #: 703		Sarasota		State: FL
	Zip Code: 34236 County: Sarasota	Legal Descrip	otlon: Unit 70	3 La Bellasa	ra	
SUBJECT			r's Parcel #:	2010 09 502	22	
H	Tax Year: 2013 R.E. Taxes: \$ 36,107 Special Assessment	ts: \$ N/A Borrowe	r (if applicable		cable	
18	Current Owner of Record: Burton W. Wland	Occupant: 🔲 Owne	r 🔲 Tenant	(Market Rent)	Tenant (Regu	ılated Rent) 🔀 Vacan
S	[1.10] 04101 (00001100)			HOA: \$ 1,9		er year 🛛 per month
	Market Area Name: Golden Gate Point	Map Reference:	42260		Census Tract:	
	Project Name: La Bellasara				Phase: 1	
	The purpose of this appraisal is to develop an opinion of: 🛛 Market Va	lue (as defined), or 🔲 other ty	pe of value (d	escribe)		
	This report reflects the following value (If not Current, see comments):	Current (the Inspection Date	is the Effective	Date)	Retrospective	Prospective
Z	Approaches developed for this appraisal: 🔀 Sales Comparison Approac	ch 🔲 Cost Approach 🔲 Inc	come Approac	n (See Recond	Illation Comments	s and Scope of Work)
ASSIGNMENT	Property Rights Appraised: 🔀 Fee Simple 🔲 Leasehold 🔲 Lea	ased Fee Other (describe)				
Z	Intended Use: Estimate current market value for court proceed	dings				
S			<del></del>			
RS I	Intended User(s) (by name or type): Burton W. Wiand, Receiver &	RWJ Group, Inc.				
	Client: Burton Wiand, Receiver c/o Roger Jernigan Ad	ddress: 464 Golden Gate I	Point #703	Sarasota FI	34236	
		ddress: 8374 Market St, #2	205. Brader	ton Ft 3420	12	<del></del>
	Location: 🔀 Urban Suburban Rural	Predominant Condominio	um Housing	Present Land		ange in Land Use
	Built up: 🖂 Over 75% 🗍 25-75% 🦳 Under 25%	Occupancy PRICE	AGE	One-Unit	10 % 🖂 Not	
		☑ 0wner \$(000)	(yrs)	2-4 Unit		ely * 🔲 In Process '
				Multi-Unit	60 % * To:	ny
Ó	Demand/supply: Shortage In Balance Over Supply		ligh 50	Comm'l	20 %	
15	Marketing time: Under 3 Mos. 3-6 Mos. Over 6 Mos.		red 8	COMMIT	20 %	
MARKET AREA DESCRIPTION	Market Area Boundaries, Description, and Market Conditions (Including sup			Soo otto	ched addenda	
S	market Aloa boardanes, bescription, and market obtainions (including sup	ישומו וטו נווש מטטעש טוומומטנפווטווט	s anu u tikus),	366 allac	cried adderida	l
吕						
4						
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Z,					<del></del>	
E					<del> </del>	
B						
Ì						
1000	Zoning Classification: RMF5	Do	corintian D	- 1-1 11-1 8 4	(115 16 ·	
	•	Compliance: 🛛 Legal 🗌		<u>esidential Mu</u> forming (grandia		logal   No zaning
	Ground Rent (if applicable) \$ / Comments:		Legal noncon	romany (granus	autereu) [] ii	legal No zoning
	Contribute in applicable) $\psi$					
	Highest & Best Use as improved (or as proposed per plans & specifications	s): 🛛 Present use, or	Other use (e	(nlain)		
	I mignost a post ose as improved for as proposed her plans a specification	s). 🖂 Fresenicuse, or [_	] Other nee (e	chiam)		
	Actual Use as of Effective Date: Condominium	Use as appraise	od in this range	b 011-		
	Summary of Highest & Best Use: As Improved	Use as applials	au in this repor	L Condomir	ılum	
8						
E						
큔	Utilities Public Other Provider/Description Off-site Improve	ements Type	Public Private	Dancitu	Lilet	
၁င	Electricity			Density Size	High Total of an	-
끥	Gas Street Bri	lck Pavers		1	Typical of are	
Ш	Gas			Topography	Level, above	grade
SII	Water	vers		View	Bay	
Ė	Sanitary Sewer 🖂 📗 Street Lights Ye Alley No					
Щ	Storm Sewer   Alley No Other site elements:   Inside Lot   Corner Lot   Cul de Sac			L		
Ö	Other site elements: Inside Lot Corner Lot Cul de Sac FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone A13		her (describe)		CC141 14 D-	1- 011-11-01
P	FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone A13					te 2/15/1984
	Site Comments: No known adverse easements or encroachm	ents were noted. No adve	erse enviror	mental condi	tions were kno	own or apparent.
					<del></del>	
**************************************						
			***			
2000						



#### INDIVIDUAL CONDO UNIT APPRAISAL REPORT File No.: 140801 Data source(s) for project information Public Records/MLS Detached Row or Townhouse Garden Project Description Mid-Rise Migh-Rise Other (describe) General Description of Project Subject Phase If Project Completed # If Project Incomplete # # # of Stories Exterior Walls Units Phases Planned Phases 10 **CBS** N/A # of Elevators Roof Surface 28 Planned Units 5 Commercial Units Completed 28 Units Existing Proposed Und.Cons. Total # Parking Units For Sale 4 Units for Sale 4 Units for Sale 56 Design (Style) Ratio (spaces/unit) 28 Units Sold Units Sold Luxury Unit 2:1 28 Units Sold Actual Age (Yrs.) 8 O Units Rented O Units Rented Parking Type(s) Units Rented Garage Effective Age (Yrs.) 5 **Guest Parking** Owner Occup. Units 28 Owner Occup. Units 28 Owner Occup, Units Adeq. Project Primary Occupancy Principal Residence Second Home or Recreational Tenant Is the developer/builder in control of the Homeowners' Association (HOA)? Yes 🔀 No Management Group: Homeowners' Association Developer Management Agent (name of management agent or company): Beth Callans-941-387-3443 (Jeanle or Tracey) Was the project created by the conversion of existing building(s) into a condominium? Yes No If Yes, describe the original use and date of conversion. Are CC&Rs applicable? ⊠ Yes ☐ No ☐ Unknown Have the documents been reviewed? Yes □ No Comments: Condominium Documents are available online. Project Comments (condition, quality of construction, completion status, etc.): The subject project is in excellent condition and the quality of construction is very good. There is a full time concierge person who handles guests. The project is secured by an automatic gate and the lobby is secured and patrolled by a security company. All elevators are private and operational only by key or code. Common Elements and Recreational Facilities: See attached addenda. Summary of condominium project budget analysis for the current year (if analyzed); Condominium budget figures were not made available to me. Other fees for the use of the project facilities (other than regular HOA charges): Unit owners with assigned boat slips have additional lease fees to pay. Compared to other competitive projects of similar quality and design, the subject unit charge appears ☐ High ☒ Average ☐ Low (If High or Low, describe) While the monthly fees may appear to be high for typical market participants, they are average for the luxury market. See comparables sales for illustration. Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser? Yes No If Yes, describe and explain the effect on value and marketability. The dock/slips is on leased submerged land. The most current copy of this lease is attached. The unit owners who "own" the boat slips do not own the land underneath the boat slips. As a result, the use of the slips assigned to these owners is does not include ownership of the slips and they cannot be transferred to other owners in the building on a fee simple basis. The leasehold interest in the boat slips cannot be transferred to anyone who does not also own a unit at La Bellasara. See attached addendum for more information. Unlit Charge: \$ 1,914,67 per month X 12 = \$ 22,976.04 per year. Annual assessment charge per year per SF of GLA = \$ 6.71 Utilities included in the Unit Charge: None Heat Air Conditioning Electricity Gas Water Sewer Cable Other Source(s) used for physical characteristics of property: New inspection Previous Appraisal Files MLS Assessment and Tax Records Prior inspection Property Owner Other (describe) Data Source for Gross Living Area Condominium Documents **General Description Exterior Description** Foundation ■ N/A Basement ⊠ N/A Heating Floor Location Seven Foundation Slab Area Sq. Ft. Concrete Piers Concrete Type Central # of Levels Exterior Walls Crawl Space None One CBS % Finished Fuel Electric Design (Style) High-Rise Roof Surface Commercial Basement None Ceiling Existing Gutters & Dwnspts. Adequate Proposed Sump Pump Unknown Walls Cooling Under Construction Window Type Dampness None obsv Floor Central Custom Central Actual Age (Yrs.) 8 Storm/Screens Settlement <u>Unknown</u> Outside Entry Other

Yes

Infestation Unknown

IV	IDIVIDUAL	CONDO U	NIT A	PP	RAISA	۱L	REP	ORT			F	ile No.:	140801		
	Interior Description		Appliances		Attic 🖂	NΑ	Amenities				·		Car Storage		None
	Floors Ston	e/Mrble/Cpt/Wd	Refrigerator	$\boxtimes$	Stairs	$\Box$	Fireplace(			Woodsto	)ve(s) #		⊠ Garage	#	2
	Walls Dryw	/all/Wood	Range/Oven		Drop Stair	$\Box$		Community	, , , , , , , , , , , , , , , , , , ,		Storage #7	703	Covered	#	0
	Trim/Finish Woo	d	Disposal		Scuttle	$\Box$	_	Community			2 Car Gara		☐ Open	#	0
몽	Bath Floor Ston	e/Tile	Dishwasher		Doorway	$\overline{\Box}$	I <del>-</del>	Community			Use of Slip		Total # of ca	rs	2
邑	Bath Walnscot Ston		Fan/Hood		Floor	Ī		Vall/Gate					Assigned		
Ę	Doors Solid		Microwave		Heated	Ħ		Community	,	•			⊠ Owned		
<u> ၓ</u>			Washer/Drye			Ħ		Two Balcor		•			Space #(s)	Not 1	Mumhered
တ	Finished area above g	rade contains:	8 Room		2	Re	drooms		Bath(s)	<del></del>	3 424 Sau	are Feet	of Gross Living		
ĮZ.	Are the heating and co					Ye		(If No, descri			0,727 0qu	aio root	or arous carring	Mod	TIDOTO CILUDO
養養養養養性NIT IMPROVEMENTS (continued)	, , , , , , , , , , , , , ,					,	ъ	(11 110) 00001			<del></del>				
	Additional features:	The subject unit is	begginned	with	custom fir	ish	es and fi	dures avail	able in	most u	nits in this n	arket			
8	•														
dМ							v.u								
Œ	Describe the condition	of the property (include	ling physical.	functi	onal and ext	ema	obsolesce	nce): The s	subject	t is in ex	cellent cond	lition. I	No repairs v	/ere i	equired.
Z	The subject has a	custom kitchen w	ith upgrade	ed ar	anite cour	nter	s. solid v	ood cabine	etry, co	ommerc	ial gas rang	e and s	stove. Boscl	n dist	washer.
玉	custom entry doo	rs from private ele	vator area.	CUS	tom built-i	n Ca	ablnetry i	most room	ms. ma	aster su	te has two	full bath	ns. media ro	om.	office, full
	laundry room with														
	The owner conver														
*	states that the sul	blect has three be	drooms an	d thr	ee and a h	nalf	baths bu	t it actually	has o	nlv two t	edrooms a	nd four	and a half I	oaths	
	INCOME APPROACH	TO VALUE (if develo	ped)	X) Th	e Income An	pro	ach was no	t developed fo	or this a	ppraisal.					
	FEATURE	SUBJECT			PARABLE R					BLE RENT	AL # 2		OMPARABLE	RENT/	\L # 3
	Address 464 Golde	n Gate Pt. # 703													· · · · · · · · · · · · · · · · · · ·
	Sarasota,	•	İ					i							
	Project La Bellasa														
	Phase 1														
	Proximity to Subject	****	Company Company Company					<u> </u>							
	Current Monthly Rent	\$	120	12.5	\$			163		\$			10.00	\$	
	Rent/GLA	\$ /sq.ft.			·. · . \$		/sq	.ft. 133	- 1112		/sq.ft.	027/35		\$	. /sq.ft.
	Rent Control	Yes No		s [	l No	~~~~	3,00		No		1000	Yes			
	Data Source(s)			حت			The sylventy				Loss periodos processors	٠,٠٠	hand 110		Contract of the second
	Date of Lease(s)														
ਲ	Location	La Bellasara													
ø	View														
P.R.		8 Years													
ď	Condition	Good													
INCOMEJAPPROACH	Above Grade		ths Total	Bdr	ms Bath	s		Total B	drms	Baths	Control of the contro	Total	Bdrms Ba	ths	33.35
ੋ	Room Count		.5				387.83				Special Car				
ğ	Gross Living Area	3,424		•	S	q.ft.	1,000,000	80-		sq.ft			<b>-</b>	sq.ft.	1000
-	Utilities Included														
	Summary of Income A	pproach (including sup	port for mark	et ren	t and GRM):		The incor	ne approa	ch was	not use	ed and not a	pplicat	ole as GRM	data	is not
	readily available for	r luxury condomir	ium units ir	this	area. Th										
	primary residence	or as a second h	ome. Inves	tors	do not pu	rch	ase thes	units to re	nt the	m to oth	iers.				
in Los															
	Opinion of Monthly Ma	rket Rent \$		( Gro	ss Rent Mul	iplie	r		<b>=</b> \$			Inc	licated Value b	y Inco	me Approach
	My research _ did							for the three	years p	rior to the	effective date	of this a	ppraisal.		
	Data Source(s): Put								•						
اۃ	1st Prior Subjec		Analysis of	sale/t	ransfer histo	ry a	nd/or any o	urrent agreen	ent of s	ale/listing:	Prior sale	s of al	I comparabl	es ar	e as
<u>S</u>	Date: 12/03/201		1			-	-						00,000. Sa		
핅		deed to receiver											00 without p		
山	Source(s): Public Re				ng period.										
TRANSFER HISTORY	2nd Prior Subject		1												
€	Date: 05/23/200														
띰	Price: 2,160,000		1								<del></del>				
	Source(s): Public Re														

INDIVIDUAL CONDO UNIT APPRAISAL REPORT

IN	DIVIDUAL C					Fi	ile No.: 140801	
	SALES COMPARISON A						praisal.	
	FEATURE	SUBJECT	COMPARABLE		COMPARABLE S	ALE # 2	COMPARABLE S	
	Address 464 Golden C	•	464 Golden Gate	Point, #704	464 Golden Gate P	oint, #804	1233 N Gulfstream	Ave, PH2
	Sarasota, FL	34236	Sarasota, FL 3423	36-6718	Sarasota, FL 34236	6-6718	Sarasota, FL 34236	3
	Project La Bellasara		La Bellasara		La Bellasara		Marina Tower	
	Phase 1		1		1		1	
	Proximity to Subject		0.01 miles E		0.01 miles N		0.30 mlles NE	
	Sale Price	\$ N/A	73777	\$ 2,395,000				2,375,000
320021	Sale Price/GLA	\$ /sq.ft.			\$ 775.08 /sq.ft.		\$ 669.01 /sq.ft.	g, Calphara
	Data Source(s)	Inspection	MLS		MLS		MLS	
	Verification Source(s)	Pub Records	Pub Records	1	Pub Records	<del></del>	Pub Records	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
	Sales or Financing	N/A	Cash		Cash		Cash	
	Concessions	N/A	None revealed		None revealed		None revealed	
	Date of Sale/Time	N/A	08/19/2013		04/30/2014		03/14/2014	
	Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
	Location	La Bellasara	La Bellasara		La Bellasara		Marina Tower	0
	HOA Fees (\$/Month) Common Elements and	1,914.67	1,914.67/Month		1,914.67/Month		2,090.00/Month	0
3223	Recreational Facilities	Pool/Spa	Pool/Spa		Pool/Spa		Pool/Spa	
9899	Floor Location	Fitness	Fitness	<del></del>	Fitness		Fitness	
25450°		Seven	Seven	<del>                                     </del>	<u>Eight</u>	-50,000		0
	View Design (Style)	Bay	Bay		Bay		Bay	
	Quality of Construction	High-Rise	High-Rise		High-Rise		High-Rise	
2250		CBS/Good	CBS/Good	<del></del>	CBS/Good		CBS/Good	
	Age Condition	8 Years	8 Years Good		8 Years		12 Years	0
	Above Grade	Good Total Bdrms Baths			Good Total Bdrms Baths		Good	
	Room Count		Total Bdrms Baths 7 4 3.5	10,000		.0.000	Total Bdrms Baths	. 0 000
	Gross Living Area	8 2 4.5 3,424 sq.ft.		+6,000	7 3 3.5	+6,000		+6,000
	Basement & Finished	3,424 sq.ii.	3,290 sq.f None	t. +50,000	3,290 sq.ft. None	+50,000		15,000
	Rooms Below Grade	None	None		None		None None	
- 3	Functional Utility	Adequate	Adequate		Adequate	<del></del>	Adequate	
Ω.Ν.		Central H/A	Central H/A	<u> </u>	Central H/A		Central H/A	
		Upgraded	Upgraded		Upgraded		Upgraded	
		2 Car Garage	2 Car Garage		2 Car Garage		2 Car Gar/1 Cov	-10,000
		3 Balconies	3 Balconies		3 Balconies		3 Balconies	-10,000
CL P		Custom	Custom		Custom	<del></del>	Custom	
		Yes/Yes	Yes/Yes		Yes/Yes		No	+10,000
225	Boat Dockage	Leased Slip	Leased Slip		None	+25,000		+25,000
							, , , , , , , , , , , , , , , , , , , ,	
	Net Adjustment (Total)	120	⊠+ □-	\$ 56,000	⊠ + □ - \$	31,000	⊠+ □- \$	16,000
	Adjusted Sale Price	Alternative and a second	Secretary and the		5 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			10,000
	of Comparables			\$ 2,451,000	\$	2,581,000	\$	2,391,000
I	Summary of Sales Compar				d as comparables 1.	3. Sales 1 ar	d 2 were located in t	the same
	building as the subjec							
	substitute, competing							
	adjustment could be	warranted due to its	location further fror	n the downtown	area but it was toug	h to quantify t	his adjustment and c	ne was not
	made as a result. No							
	similarity and the fact	that it also has an a	ssigned slip. The a	djustments for	the boat slips for Sal	es 2 and 3 are	e minimal due to the	fact that the
	docks are on leased	land and cannot be t	ransfered in fee sin	nple interest se	parately from the uni	t		
				-				
		<del></del>						
								····
8-								
	indicated Value by Sale	s Comparison Approa	ch \$ 2,450,0	000				

11	NDIVIDUAL CONDO UNIT APPRAISAL RE	PORI File No.: 140801
	COST APPROACH TO VALUE (if developed)	eveloped for this appraisal.
	Summary of Cost Approach:	
T		
A		
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ğ		
A		
ST		
COST APPROACH		
	4	
		h (If developed) \$ Income Approach (if developed) \$ N/A
		ed the most appropriate indicator of value for properties like the subject.
	The cost approach was not applicable and not used. The income appr	oach is not applicable and therefore is not included in this report. (see
	above)	
4600 2202 2000		
S	***************************************	
E	***************************************	
RECONCILIATION	This appraisal is made Millian in!! I subject to completion per plans and speci	flestions on the basis of a Unaphotical Condition that the improvements have been
2	This applaisal is made 🔼 as is , 🔝 subject to completion per plans and speci-	flications on the basis of a Hypothetical Condition that the improvements have been othetical Condition that the repairs or alterations have been completed,
ō	the following required inspection based on the Extraordinary Assumption that the con-	
В	The temperature inspection based on the Extraordinary Assumption that the con-	bitton of denotoricy does not require attended of repair.
R		
	*	
	This report is also subject to other Hypothetical Conditions and/or Extraordinary	Assumptions as specified in the attached addenda.
	Based on the degree of inspection of the subject property, as indicated belo	w. defined Scope of Work. Statement of Assumptions and Limiting Conditions.
	and Appraiser's Certifications, my (our) Opinion of the Market Value (or other	w, defined Scope of Work, Statement of Assumptions and Limiting Conditions, specified value type), as defined herein, of the real property that is the subject August 12, 2014 , which is the effective date of this appraisal.
	of this report is: \$ 2,450,000 , as of:	August 12, 2014 , which is the effective date of this appraisal. and/or Extraordinary Assumptions included in this report. See attached addenda.
	ir indicated above, this Opinion of Value is subject to Hypothetical Conditions a	ind/or Extraordinary Assumptions included in this report. See attached addenda.
ATTACHMENTS		which are considered an integral part of the report. This appraisal report may not be
血	properly understood without reference to the information contained in the complete r	өроп.
¥	Attached Exhibits;	
A <sub>C</sub>	Scope of Work Limiting Cond./Certifications Narrative	
É	Map Addenda Additional Sales Additional	
d	Extraordinary Assumptions Budget Analysis Qualificati	
		int Name: Burton Wland, Receiver c/o Roger Jernigan 464 Golden Gate Point #703, Sarasota, Ft. 34236
	1.030.(05.110.11)31.00111	10 1 Coldell Cale 1 circl 11 Col Caladotta, 1 Co 1200
1	APPRAISER	SUPERVISORY APPRAISER (If required)
		or CO-APPRAISER (if applicable)
100		
3		
š		
Ē		Supervisory or
Ą	Appraiser Name: Mary L. Patterson, SRA	Co-Appraiser Name:
SIGNATURES	Company: Patterson Appraisal, Inc.	Company:
တ	Phone: (941) 750-6600 Fax: (941) 718-4889	Phone; Fax:
	E-Mail: mary@valuationflorida.com	E-Mail:
	Date of Report (Signature): August 19, 2014	Date of Report (Signature);
	License or Certification #: Cert Res RD2516 State: FL	License or Certification #: State:
	Designation: SRA	Designation:
	Expiration Date of License or Certification: 11/30/2014	Expiration Date of License or Certification:
	Inspection of Subject: Interior & Exterior Exterior Only None	Inspection of Subject: Interior & Exterior Exterior Only None
129937	Date of Inspection:	Data of Inspections



FII- N- - 440004

**Assumptions & Limiting Conditions** 

	inputation of minimum and	101010		File No.:	140001	
Address:	464 Golden Gate Pt	Unit #: 703	City: Sarasota	State: FL	Zip Code: 34236	
Cllent:	Burton Wiand, Receiver do Roger Jerniga	n Address:	464 Golden Gate Pointy	, #703, Sarasota, FL 342	:36	
Appraiser	: Mary L. Patterson, SRA	Address:	8374 Market St. #205. E	Bradenton, FL 34202		

#### STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject unit is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraisar will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

File No. 140801

**Definitions & Scope of Work** 

	1 110 110,1 1 7 0 0 0 1
Address: 464 Golden Gate Pt Unit #: 703 City: Sarasota	State: FL Zip Code: 34236
Client: Burton Wland, Receiver c/o Roger Jernigan Address: 464 Golden Gate Poli	Inty, #703, Sarasota, FL 34236
Appraiser: Mary L. Patterson, SRA Address: 8374 Market St, #205	5, Bradenton, FL 34202

#### **DEFINITION OF MARKET VALUE \*:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated:
- 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- \* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions
  Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System
  (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS),
  and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS,
  FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):



Certifications

_	ei uncauons	File No.: 140801
	Address: 464 Golden Gate Pt Unit #: 703 C	ity: Sarasota State: FL Zip Code: 34236
	Client: Burton Wiand, Receiver c/o Roger Jernigan Address: 464	Golden Gate Pointy, #703, Sarasota, FL 34236
Š	Appraiser: Mary L. Patterson, SRA Address: 837	4 Market St, #205, Bradenton, FL 34202
	APPRAISER'S CERTIFICATION	
	I certify that, to the best of my knowledge and belief:	
	— The statements of fact contained in this report are true and correct.	
	- The credibility of this report, for the stated use by the stated user(s),	of the reported analyses, opinions, and conclusions are limited only by
	the reported assumptions and limiting conditions, and are my personal, i	mpartial, and unblased professional analyses, opinions, and conclusions.
	— I have no present or prospective interest in the property that is the su	hiert of this report and no personal interest with respect to the parties
	involved.	bjoot of this report and no personal interest with respect to the parties
		alser or in any other capacity, regarding the property that is the subject of
	this report within the three year period immediately presenting accordance	alsor of the analyment capacity, regarding the property that is the subject of
	this report within the three-year period immediately preceding acceptance	e of this assignment.
	— I have no bias with respect to the property that is the subject of this r	
	<ul> <li>My engagement in this assignment was not contingent upon developing</li> </ul>	ng or reporting predetermined results.
	- My compensation for completing this assignment is not contingent up	
	in value that favors the cause of the client, the amount of the value opinion	on, the attainment of a stipulated result, or the occurrence of a subsequent
	event directly related to the intended use of this appraisal.	
	- My analyses, opinions, and conclusions were developed, and this rep	ort has been prepared, in conformity with the Uniform Standards of
	Professional Appraisal Practice that were in effect at the time this report	was prepared.
	- I did not base, either partially or completely, my analysis and/or the o	ploton of value in the appraisal report on the race, color, religion.
	sex, handicap, familial status, or national origin of either the prospective	owners or occupants of the subject property or of the present
	owners or occupants of the properties in the vicinity of the subject prope	
	— Unless otherwise indicated, I have made a personal inspection of the	
	— Unless otherwise indicated, no one provided significant real property a	property that is the subject of this report.
	— omess otherwise mulcated, no one provided significant real property a	appraisal assistance to the person(s) signing this certification.
	Additional Contillation of	
	Additional Certifications:	
200	Client Contact: Burton Wiand, Receiver c/o Roger Jernigan Clie	nt Name: Burton Wiand, Receiver c/o Roger Jernigan
	E-Mall: Roger@therwjgroup.com Address:	464 Golden Gate Pointy, #703, Sarasota, FL 34236
	APPRAISER	SUPERVISORY APPRAISER (if required)
	ATTIMOLIT	or CO-APPRAISER (If applicable)
		or oo-vir triviorit (ii abblicanio)
3		
	A Comment of the Comm	Supervisory or
	Appraiser Name: Mary L. Patterson, SRA	Co-Appraiser Name:
	Company: Patterson Appraisal, Inc.	Company:
2	Phone: <u>(941) 750-6600</u> Fax: <u>(941) 718-4889</u>	Phone: Fax:
	E-Mall: mary@valuationflorida.com	E-Mail:
	Date Report Signed: August 19, 2014	Date Report Signed;
	License or Certification #: Cert Res RD2516 State: FL	License or Certification #: State:
	Designation: SRA	Designation:
	Expiration Date of License or Certification: 11/30/2014	Expiration Date of License or Certification:
	nspection of Subject: Interior & Exterior Exterior Only None	Inspection of Subject: Interior & Exterior Exterior Only None
8	Date of Inspection: August 12, 2014	Date of Inspection:



#### Supplemental Addendum

File No. 140801

Client	Burton Wiand, Receiver c/o Roge	r Jernigan			
Property Address	464 Golden Gate Pt, # 703		****		
City	Sarasota	County Sarasota	State FL	Zip Code 34236	
Client	Burton Wland, Receiver c/o Roge	r Jernigan			

#### · GP Condo: Neighborhood - Boundaries

The subject is bound to the north by Sarasota Bay, to the east by the Central Business District of Sarasota, to the south by Sarasota Bay and to the west by Lido Key and the Gulf of Mexico.

#### • GP Condo: Neighborhood - Description

Golden Gate Point Is a peninsula located in the waterfront district of downtown Sarasota. Land use on this peninsula consist of condominium and small income producing properties dating back to 1945. There are 289 units on the island with the most recent construction completed in 2006 (subject project). The roadway and entry to this peninsula was replaced with brick pavers a few years ago and is a private road. This area is very popular with market participants primarily due to location. It is surrounded on three sides by Little Sarasota Bay. The new John Ringling bridge over to Bird Key and St. Armand's Circle is passable by foot traffic and many people walk to this international shopping and dining area. The Ritz Carlton is direct across the street from the peninsula and Marina Jack's marina and public art park is within walking distance as is the Central Business District of Sarasota that offers five star restaurants, the opera house, Van Wezel Performing Arts Center as well as other cultural events occurring nightly.

#### • GP Condo: Neighborhood - Market Conditions

The subject project was built near the height of the market with units selling for between \$2,400,000 and \$4,800,000 in late 2006. Many of these agreed upon prices were negotiated pre-construction before it became clear that the market would soften. Luxury units in this area (including units at the Ritz Carlton) have declined since the height of the market but are still selling for between \$1,900,000 and \$3,500,000. The market has continued to increase in the past three years. These luxury units stay on the market longer than standard condominium units in this area.

#### • GP Condo: Project Information - Common Elements and Recreation Facilities

The subject has 455' of direct water frontage, porte cochere entrance, closed circuit television security system, keyless building entry/security system, mail room, each unit gets a private, two car garage (with garage door), concierge service, gathering room on ground level, board room with private dining room and fully equipped fitness center on ground level, bay front terrace, heated pool and spa with covered veranda, day dock. There are boat slips on site but they are constructed on submerged land owned by the State of Florida and as a result are not owned in fee simple interest. These slips bring contributory value to the unit owners who were granted the leaseholds at the time of construction but do not add the value of a slip that can be sold in fee simple interest seen in some condominium project in this area.

#### SCOPE OF WORK

The "complete visual inspection" referred to in this report consists of visually observing readily visual and accessible items like the type and quality of construction materials, funtionality of floorplan layout, neighborhood conformity, physical measurements, and refers to the condition of the property as it relates to valuation purposes and not for the purposes of determining property defects. The "complete visual inspection" referred to in this report does not include accessing attics or crawl spaces unless otherwise specified, activation and testing of mechanical equipment, subsurface issues, code compliance issues, nor infestation testing.

# INTENDED USER

This report is for use by the client identified in the report for court proceedings only. Use of this report by others is not intended by the appraiser. The scope of this assignment is specific to the needs of the client identified in this report. The client is identified on Page 1 of this report and is the only intended user identified by the appraiser. If other parties choose to rely on this report, the appraiser is not obligated to such parties and reliance on this report does not result in such parties becoming the intended user of this report.

#### REASONABLE EXPOSURE TIME

The estimated exposure time for the subject is 6-9 months.

#### PRIOR SERVICES ON THE SUBJECT UNIT

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I certify that, to the best of my knowledge and belief:

Client Burton Wiand, Receiver c/o Roger Jernigan	File No. 140801
Property Address 464 Golden Gate Pt, # 703	
Cily Sarasota County Sa Client Burton Wiand, Receiver c/o Roger Jernigan	rasota State FL Zip Code 34236
APPRAISAL AND REPORT IDENTIFICATION	
This Report is <u>one</u> of the following types:	
Appraisal Report (A written report prepared under Standards Rule 2	2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
	2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report,
Appraisal Report restricted to the stated intended use by the specified c	flent or intended user.)
Comments on Standards Rule 2-3	
I certify that, to the best of my knowledge and bellef:  — The statements of fact contained in this report are true and correct.	
— The reported analyses, opinions, and conclusions ere limited only by the reported assum	ptions and fimiting conditions and are my personal, impartial, and unbiased professional
enalyses, opinions, and conclusions.  — Unless otherwise indicated, I have no present or prospective interest in the property that	is the subject of this mand and no mersonal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any othe	
period immediately preceding acceptance of this assignment.  — I have no bias with respect to the property that is the subject of this report or the parties	involved with this assignment
- My engagement in this assignment was not contingent upon developing or reporting pre-	determined results,
<ul> <li>My compensation for completing this assignment is not contingent upon the development client, the amount of the value opinion, the attainment of a supulated result, or the occurrent</li> </ul>	
My analyses, opinions, and conclusions were developed, and this report has been preparations.	
in effect at the time this report was prepared.	aublest of this wood
<ul> <li>Unless otherwise indicated, I have made a personal inspection of the property that is the</li> <li>Unless otherwise indicated, no one provided significant real property appraisal assistance</li> </ul>	
individual providing significant real property appraisal assistance is stated elsewhere in this re	
Comments on Appraisal and Report Identific	
Note any USPAP related issues requiring disclosure and any St	ate mandated requirements:
ANNUAL ANNUAL AND ANNUAL AND	
APPRAISER:	SUPERVISORY or CO-APPRAISER (if applicable):
Signature:	Signature:
Name: Mary L. Patterson, SRA	Namo:
SRA	
State Certification #: Cert Res RD2516 or State Ucense #:	State Certification #: or State License #:
State: FL Expiration Date of Certification or License: 11/30/2014	State: Expiration Date of Certification or License:
Date of Signature and Roport: August 19, 2014  Effective Date of Appraisal: August 12, 2014	Date of Signature:
Inspection of Subject: None 🔀 Interior and Exterior 🔲 Exterior-Onty	Inspection of Subject: None Interior and Exterior Exterior-Dnly
Date of Inspection (if applicable): August 12, 2014	Date of inspection (if applicable):

Client	Burton Wiand, Receiver c/o Re	oger Jernigan						
Property Address	464 Golden Gate Pt, # 703							
City	Sarasota	County	Sarasota	State	FL.	Zip Code	34236	
Client	Burton Wland, Receiver c/o Re	oger Jernigan						



#### **Subject Front**

Subject Front

464 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tol. Rooms 8
Tol. Bedrms. 2
Tol. Bathrms. 4.5
Location Le Bellesera
View Bay
Sile Highrise/Gd
Quality CBS/Good
Age 8 Years

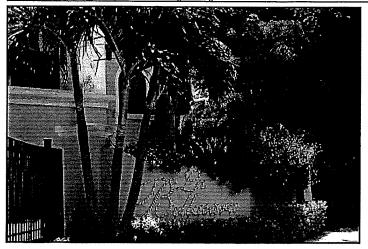


# Subject Rear



Subject Street

Client	Burton Wland, Receiver c/o Roger Jernigan					-		
Property Address	464 Golden Gate Pt, # 703							
City	Sarasota (	county	Sarasota	State	FL	Zip Code	34236	
Client	Burton Wland, Receiver c/o Roger Jernigan				***************************************	<b>*</b>		



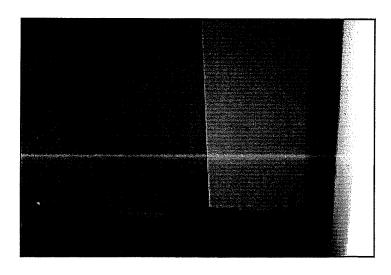
# Signage/Gate

464 Golden Gate Pt, # 703
Sales Price N/A
G.L.A 3,424
Tol. Rooms 8
Tol. Bedrms. 2
Tol. Bathrms. 4.5 La Bellasara Bay Highrise/Gd CBS/Good 8 Years Location View Site Quality

Age

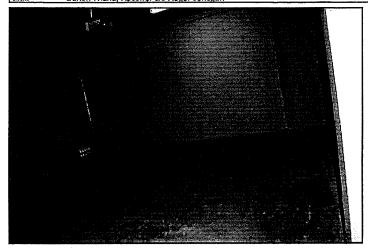


#### Entry



# Storage Unit

Client	Burton Wland, Receiver c/o I	Roger Jemigan			
Property Addre	888 464 Golden Gate Pt, # 703				
City	Sarasota	County Sarasota	State FL	Zip Code 34236	
Client	Burton Wland, Receiver c/o i	Roger Jernigan			



# **Garage Interior**

Garage Interior

464 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tot. Rooms 8
Tot. Bedrms. 2
Tot. Ballvrms. 4.5
t.ocation La Bellasara
View Bay
Site Highrise/Gd
Quality CBS/Good
Age 8 Years

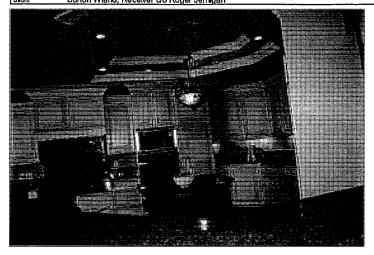


# Living Room



Cafe

Client	Burton Wland, Receiver c/	o Roger Jernigan			
Property Ad	Idress 464 Golden Gate Pt, # 703	3			
City	Sarasota	County	Sarasota	State FL	ZIp Code 34236
Client	Burton Wiend Receiver of	o Poger Jernigan			



#### Kitchen

### Real Pt | # 703

Sales Price N/A

G.L.A. 3,424

Tot. Rooms 8

Tot. Bedrms. 2

Tot. Bathms. 4.5 La Bellasara Bay Highrise/Gd CBS/Good 8 Years Location View Site Quality

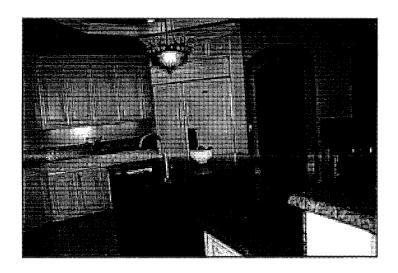
Age



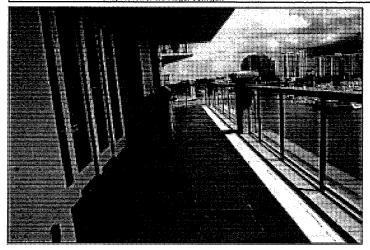


#### Kitchen

Subzero Refrigerator

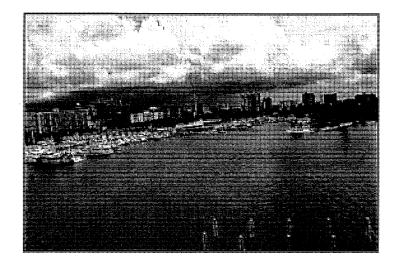


Cflent	Burton Wiand, Receiver	c/o Roger Jernigan		
Property Ad	dress 464 Golden Gate Pt, #7	703		
City	Sarasota	County Sarasota	State FL	Zip Code 34236
Client	Burton Wland, Receiver	c/o Roger Jernigen		



# **Eastern Balcony**

### Action La Bellasara Bay Highrise/Gd CBS/Good 8 Years Location View Site Quality Aga

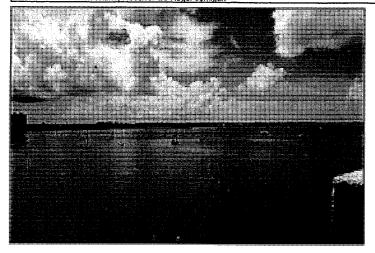


View



Balcony/View

Client	Burton Wland, Rece	ver c/o Roger Jernigan		***************************************				
Property Add	iress 464 Golden Gate Pt	# 703						
City	Sarasota	County	Sarasota	State	FL	Zip Code	34236	
Client	Burton Wiand, Rece	iver c/o Roger Jernigan						



# **View from balcony**

 View from balcony

 464 Golden Gate Pt, # 703

 Sales Price N/A

 G.L.A. 3,424

 Tot. Rooms 8

 Tot. Bedrms. 2

 Tot. Baltivms. 4.5

 Location La Bellassara

 View Bay

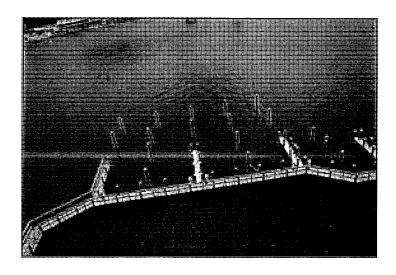
 Site Highrise/Gd

 Quality CBS/Good

 Age 8 Years

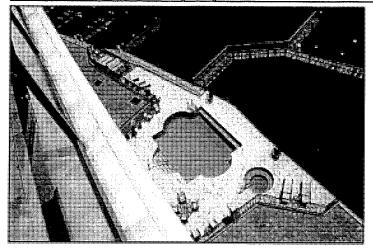


#### View from balcony



#### Docks

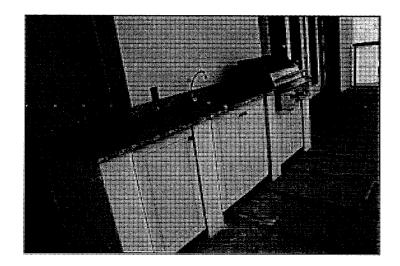
Client	Burton Wland, Receiver c/o Roger Jernig	an				*********	
Property Address	464 Golden Gate Pt, # 703						
City	Sarasota	County	Sarasola	State	FL	Zip Code	34236
Client	Burton Wland, Receiver c/o Roger Jernig	an					



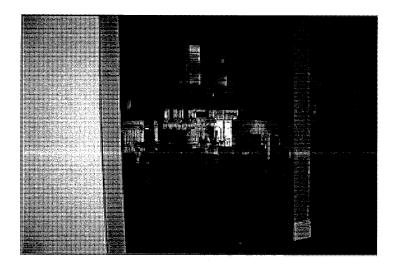
#### View of Pool/Dock

464 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tot. Rooms 8
Tot. Bedrms. 2
Tot. Ballurms. 4.5

Location La Bellasera View Bay Site Highrise/Gd Quality CBS/Good Age 8 Years

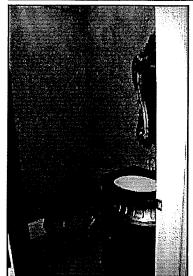


#### Summer Kitchen



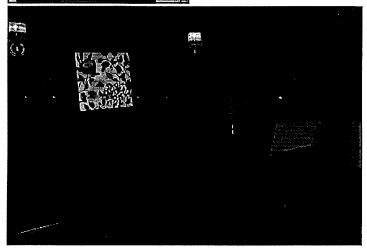
**Built In Wet Bar** 

Client	Burton Wland, Receiver c/o Roger J	emigan						
Property Address	464 Golden Gate Pt, # 703							
City	Sarasota	County	Sarasota	State	FL	Zip Code	34236	
Citient	Burton Wland, Receiver c/o Roger J	ernigan						



#### Powder Room

464 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tot. Rooms 8
Tot. Bedrims. 2
Tot. Bathrims. 4.5
Location La Bellasara
View Bay
Sile Highrise/Gd
Quality CBS/Good
Age 8 Years



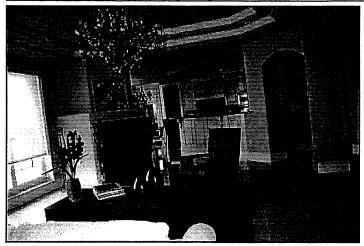
#### Media Room



Dining

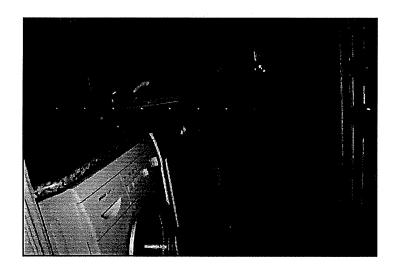
Form PIC4x6.SR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Client	Burton Wiand, Receiver c/o Rog	er Jernigan_				
Property Address	464 Golden Gate Pt, # 703					
City	Sarasota	County	Sarasota	State FL	Zip Code 34236	
Client	Burton Wland, Receiver c/o Rog	er Jerniaan				

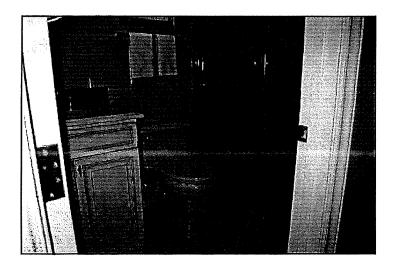


# **Grand Salon**

464 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tot. Rooms 8
Tol. Bedrms. 2
Tol. Bathrms. 4.5
Location La Bellasara
View Bey
Site Highrise/Gd
Quality CBS/Good
Age 8 Years



# Laundry



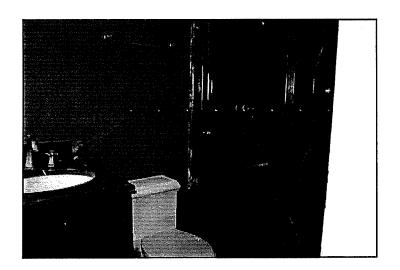
Guest Bath
Off Bedroom 1

Client	Burton Wland, Receiver c/o Roge	r Jernigen				
Property Address	464 Golden Gate Pt, # 703					
City	Sarasota	County	Sarasota	State FL	Zlp Code 34236	
Client	Burton Wland, Receiver clo Roge	r Jerninen				

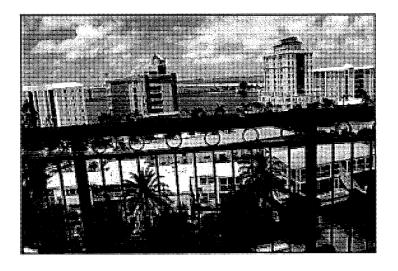


#### Bedroom 1

A64 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tot. Rooms 8
Tot. Bedrms. 2
Tot. Bathrms. 4.5
Location La Bellasara
View Bey
Site Highvise/Gd
Quality CBS/Good
Age 8 Years

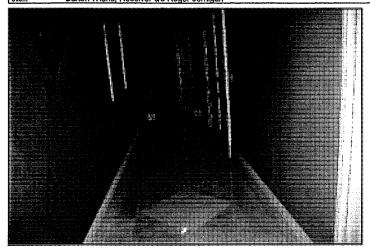


Guest Bath Located in office



West Balcony View Looking West Toward Gulf

Client	Burton Wland, Receiver	do Roger Jernigan			
Property Ac	dress 464 Golden Gate Pt, # 7	03			
City	Sarasota	County Sarasota	State FL	Zip Code 34236	
Client	Burton Wland Receiver	c/o Roger Jernigen			

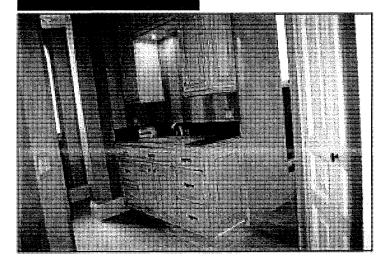


# Hallway

### A64 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tot. Rooms 8
Tot. Bedrins. 2
Tot. Bathrins. 4.5 La Bellasera Bey Highrise/Gd CBS/Good 8 Years Location View Site Quality Age

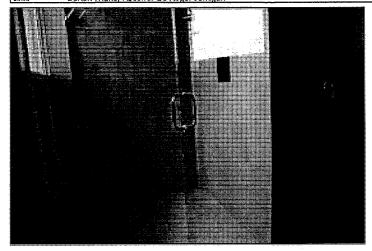


#### Office



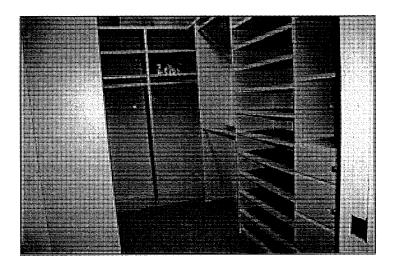
# Master Bath 1

Client	Burton Wiand, Receiver c/o Roger	Jernigan				
Property Address	464 Golden Gate Pt, # 703					
City	Sarasota	County	Sarasota	Slate FL	Zip Code 34236	
Client	Burton Wland, Receiver c/o Roger	Jemican				

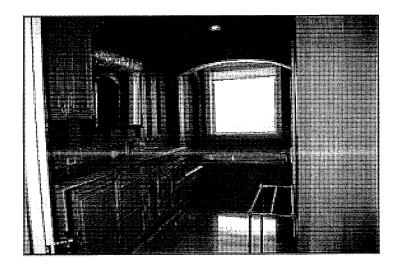


#### Master Bath 1

464 Golousales Price
G.L.A. 3,42
Tol. Rooms 8
Tot. Bedims. 2
Tol. Bathms. 4.5
Location La Bellasare
View Bay
Highrise/Gd
CBS/Good
8 Years

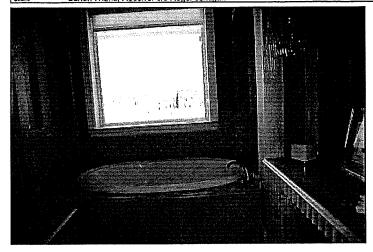


# Closet



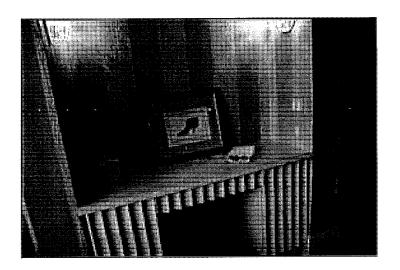
#### Master Bath 2

Client	Burton Wiand, Receiver	c/o Roger Jernigan		
Property A	idress 464 Golden Gate Pt, #7	03		
City	Sarasota	County Sarasota	State FL	Zip Code 34236
Client	Burton Wiend, Receiver	c/o Roger Jernigan		

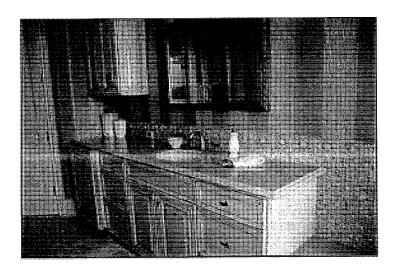


#### Master Bath 2

484 Golden Gate Pt, # 703
Sales Price N/A
G.L.A. 3,424
Tol. Rooms 2
Tol. Bethms. 4.5
Location La Bellesare
View Bay
Site Highrise/Gd
Quality CBS/Good
Age 8 Years

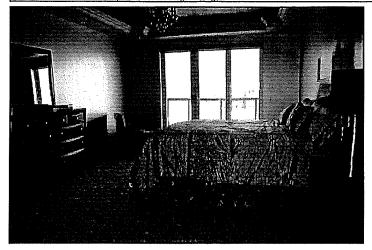


# Master Bath 2



Master Bath 2

Client	Burton Wland, Receiver c/o Roger J	Jernigan					
Property Address	464 Golden Gate Pt, # 703						
City	Sarasota	County	Sarasota	State F	L	Zip Code	34236
Client	Burton Wiand, Receiver c/o Roger J	lemican					



#### Bedroom 2

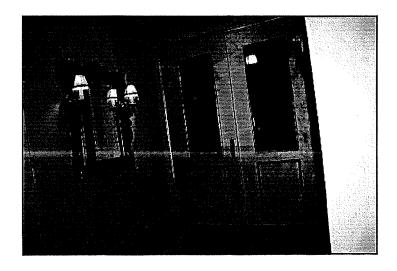
464 Golden Gate Pt, # 703 Sales Price N/A

G.L.A. 3,424
Tot. Rooms 8
Tot. Bedrms. 2
Tot. Balhrms. 4.5
Location La Bel

Location La Bellasara
View Bay
Site Highrise/Gd
Quality CBS/Good
Age 8 Years



# **Bedroom View**



**Front Door** 

Cilent	Burton Wiand, Receiver c/o Roger Jernigan	1		 			
Property Address	464 Golden Gate Pt, # 703						
City	Sarasota	County	Sarasota	State	FL	Zip Code	34236
Cilent	Burton Wland, Receiver c/o Roger Jernigen	1					



### Docks

### 464 Golden | Gate Pt, # 703

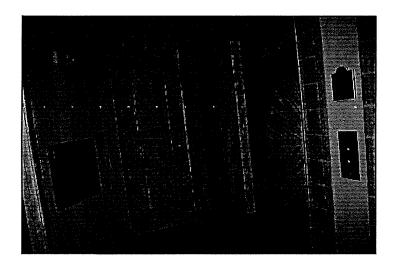
### 703 Sales Price | N/A

### 64.24

### 704. Rooms | 8

### 705. Bedrms | 2

### 705. Bed



# **Elevator Foyer**

# Comparable Photo Page

Client	Burton Wland, Receiver c/o Rog	er Jemigan				
Property Address	464 Golden Gate Pt, # 703					
City	Sarasota	County	Sarasota	State FL	Zlp Code 34236	
Client	Burton Wland Receiver c/o Rog	er lemigen				



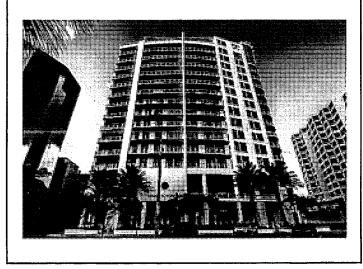
#### Comparable 1

464 Golden Gate Point, #704
Prox. to Subj. 0.01 mites E
Sales Price 2,395,000
G.L.A. 3,290
Tot. Rooms 4
Tot. Betirms. 4
Tot. Batirms. 3.5
Location La Beliasara
View Bay
Gualty CBS/Good
Age 8 Years



# Comparable 2

464 Golden Gate Point, #804
Prox. to Subj. 0.01 miles N
Sales Price 2,550,000
G.L.A. 3,290
Tot. Rooms 7
Tot. Bedrims. 3
Tot. Bathirms. 3.5
Location La Bellasara
View Bay
Stle Highnise/Gd
Quality CBS/Good
Age 8 Years



#### Comparable 3

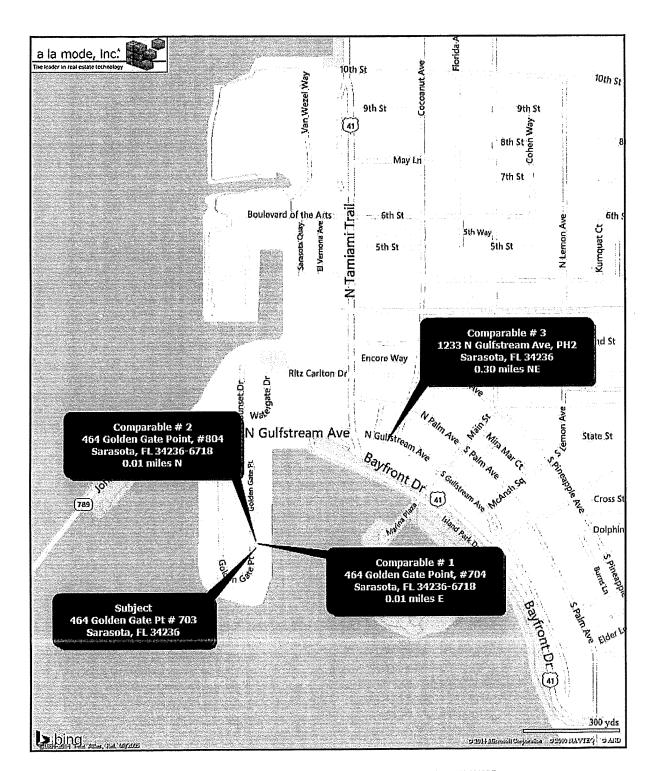
1233 N Gulfstream Ave, PH2
Prox. to Subj. 0.30 miles NE
Sales Price 2,375,000
G.L.A. 3,550
Tot. Rooms 8
Tot. Bedims. 3
Tot. Bedims. 3.5
Locallon Marine Tower
View Bay
Site Highrise/Gd
Quality CBS/Good

12 Years

Age

# **Comparable Sales Map**

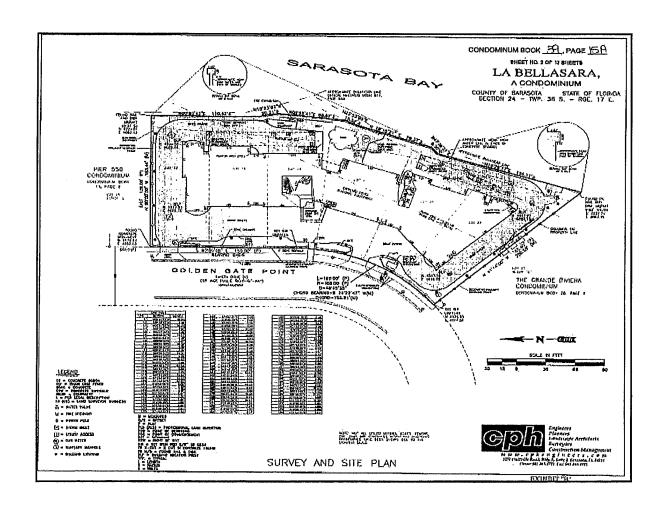
Client	Burton Wiand, Receiver c/	o Roger Jernigan		
Property Ac	Idress 464 Golden Gate Pt, # 703	3		
Clty	Sarasota	County Sarasota	State FL	Zip Code 34236
Client	Burton Wland, Receiver c/	o Roger Jernigan		



Form MAP\_LT.LOC — "WInTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

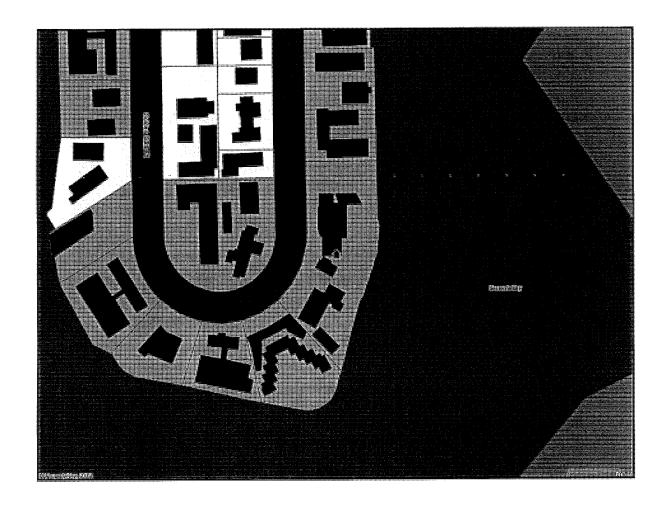
# Site Map

Client	Burton Wiand, Receiver c/o Roger	Jernigan				
Property Address	464 Golden Gate Pt, # 703					
Clty	Sarasota	County	Sarasota	State	FL Zip Code	34236
Cllent	Burton Wiand, Receiver c/o Roger	Jernigan				



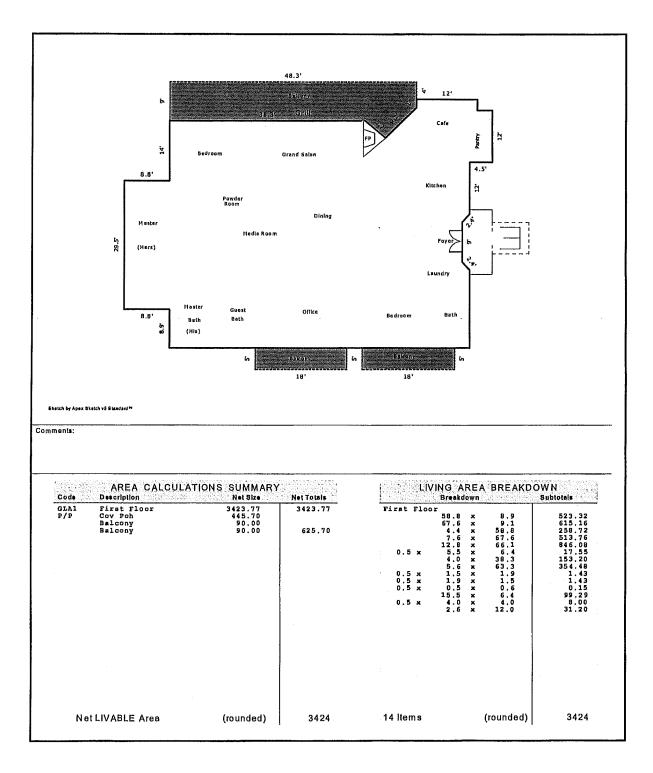
# Plat Map

Client	Burton Wiand, Receiver c/o f	Roger Jernigan		 			
Property Address	s 464 Golden Gate Pt, # 703			 			
City	Sarasota	County	Sarasota	 State FL	Zip Code	34236	
Client	Burton Wiand, Receiver c/o i	Roger Jernigan					



# **Building Sketch**

Client	Burton Wiand, Receiver c/o Roge	r Jernigan				
Property Address	464 Golden Gate Pt, # 703			· · · · · · · · · · · · · · · · · · ·		
City	Sarasota	County	Sarasota	State FL	Zip Code 34236	
Client	Burton Wland, Receiver c/o Roge	r Jernigan				



# Current Lease in place for Submerged Land on which the docks are built

1165

RECEIVED JUN 3 0 7011

RECEIVED JUN 0 1 2011

This Instrument Prepared By: <u>large Alonso</u> Recurring Revenue Section Burcau of Public Land Administration 3900 Commonwealth Boulevard Mail Station No. 125 Tallahassee, Florida 32399 RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2011083754 11 PGS
2011 JUL 18 05:31 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY.FLORIDA
HJANES RECEIPT#1407225

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 580035363

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to La Bellasara Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 24, Township 36 South, Range 17 Fast, in Sansota Bay, Sansota County, containing 14,393 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 26, 2004.

TO HAVE THE USE OF the hereinabove described premises from <u>June 28, 2011</u>, the effective date of this lease renewal, through <u>June 28, 2016</u>, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

- 1. <u>ISE OF PROPERTY</u>: The Lessee is hereby authorized to operate an existing 15-slip docking facility with boat lifts exclusively to be used for mooring of recreational vessels in conjunction with an upland condominium development, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the state of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 41023887.002, dated June 28, 2005, and Modified Permit No. 43023887.003, dated <u>December 28, 2006</u> incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.
- 2. <u>I.G.ASI. FEBS.</u> The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$2.254.27 plus sales tax pursuant to Section 212.031. Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the renialning years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011. Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remained to the Division as agent for the Lessor.

[ 05 ]

- 3. WELSLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form acceded to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21 011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires vix percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip to the transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.
- 4. <u>LATE FEE ASSESSMENTS:</u> The Lessee shall pay a late payment assessment for leave fees or other charges due under this leave which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.
- 5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents continuing and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.
- 6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for:
  (i)gross tevenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.
- 7. AGREEMENT TO EXTENT OF USE: This leave is given to the Lessee to use or occupy the leaved premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. The Lessee shall not (I) change or add to the approved use of the leaved premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third purty for docking of cross slips, from rental of recteational pleasure craft to rental or temporary mooring of charter/four boats, from loading/orffloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original auditorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book Instrument No. 2006061218, Public Records of Sarasoja County, Florida without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.
- 8. <u>PROPERTY RIGHTS:</u> The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessee's lessel in the lessee's probabited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is forther prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

Page 2 of 11 Pages Sovereignty Submerged Lands Lease No. 580035363

- 9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book Instrument No. 2006061218, Public Records of Surgicial County, Florida, together with the riparian rights appurtennia thereto, and if such responsibility is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's Interest in the riparian upland property, the Lessee shall inform any potential buyer of transferce of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if conseried to by the Lessor. Fullure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
- 10. ASSIGNMENT OF LEASE RENGWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.
- 11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold humbless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.
- 12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions berein set forth, or in the event the Lessee Vallates any of the provisions and conditions herein set forth, and the Lessee Vallates are comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mali to the following address:

La Bellasara Condominium Association, Inc. e/o Beth Callans Management Corporation 595 Bay Isles Road, Suite 200 Longboat Key, Florida 34228

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

- 13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.
- 14. NUISANCES OB ILLEGAL, OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any mulsances or illegal operations of any kind on the leased premises.
- 15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

Page 2 of 11 Pages Sovereignty Suhmerged Lunds Lease No. <u>580035363</u>

- 16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lesseor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lesseor in writing, so that a replacement may be provided.
- 17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any walver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 18. <u>PERMISSION GRANTED:</u> Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.
- 19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term bereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book Instrument No. 2006001218, Public Records of Santsota County, Florida, which shall run with the title to said common elements and shall be binding upon 1.essee and Lessee's successors in title or successors in interest.
- 20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the lensed premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compete removal of all structures and the right to impose administrative lines.
- 21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY; Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any impaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book Instrument No. 2016/06/1218, Public Records of Sacasan County, Florida. This tien on the common elements shall be enforceable in summary proceedings as provided by law.
- 22 <u>RECORDATION OF LEASE</u>: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days ofter receipt, and shall provide to the Lesser within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.
- 23. <u>RIPARIAN RIGITS/FINAL ADJUDICATION</u>: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a count of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

Page 4 of 11 Pages Sovereignty Submerged Lands Lease No. 58(X)35363

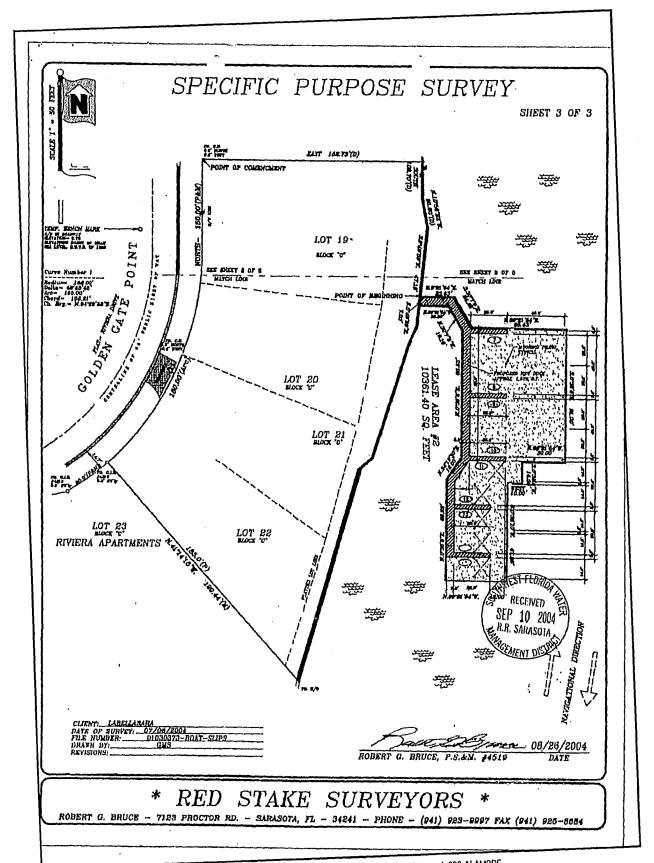
- 24. <u>AMENDMENTS/MODIFICA/HONS</u>: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lesson, and must comply with the rules and statutes in extence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may litital boadiffs within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.
- 25. ADVERTISEMENI/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pillings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocution/realignment or major repairs or removations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statotes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the Interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.
- 26. <u>COMPLIANCE WITH FLORIDA LAWS</u>: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.
- 27. LIVEABOARDS: 'The term "liveaboard" is defined us a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a lotal of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.
- 28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watereraft used to carry passengers to and from such gambling cruise ships.

#### 29. SPECIAL LEASE CONDITIONS:

- A. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, low pulpits, and swim platforms.
- D. Within 60 days after the Lessor's execution of this lease, Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall mulnian these signs during the term of this lease and all subsequent renewal periods and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Permanent Manatee Signs," which can be obtained from the Florida Fish and Wildlife Cunservation Commission, Imperited Species Management Section, 620 S. Meridian Street 6A, Tallahassee, Florida 32399-1600 (Plone #50/922-4)330).
- C. By June 28, 2015 the Lessee shall amend the Declaration of Condominium recorded in Official Records
  Dook Instrument No. 200606 [218, Public Records of Sarasota County, Florida, to include a specific reference to Sovereignty
  Submerged Lands Lease No. 580035362 and provide the Lessor a copy of the recorded amendment to Declaration of
  Condominium evidencing this specific reference.

Page 5 of 11 Pages Sovereignty Submerged Lands Lease No. 580035363	
Page 5 of 11 Pages Sovereignly Submerged Lands Lease No. 280035363	

WITNESSES:  Mabelle Bra Q  Original Signature  Michelle Bra ag  Print Type Name of Witness  Crishnal Signature  Chapter Courtine  Frint Type Name of Witness	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL)  BY: (SEAL)  BY: (SEAL)  Juffery M. Genity, Operations and Mahagement Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
STATE OF FLORIDA COUNTY OF LEON	"LESSOR"
Lands. State of Florida Department of Environmental Printernal Improvement Trust Fund of the State of Florida J APPROVID AS TO FORM AND LEGALITY:	and Manager, Bureau of Public Land Administration, Division of State Protection, assessed for and on behalf of the Board of Trustees of the
DEP Addrey ( Y	Printed, Typed or Stammed Name  Noticy Public Blad of Ports
	My Commission Explicts Mainty Public State of Portal Kally College Mainty State of Portal Kally Commission D0727892
Mercente	La Bellasara Condomínium Association, Inc.,
WITNESSES: Waschelle Original Signature	BY: Original Signature of Executing Authority
TEANNE Maschella Tyrethrinted Name of Witness	Ronald Ward Typed/Printed Name of Executing Authority
Jeffrey D. Johns	President Title of Executing Authority
Typed/Printed Name of Witness STATE OF FLORIOA	"LESSER"
COUNTY OF SAMPSOTA	III Tran
the corporation (Tie is personally known to int or who has p	1226 Fillion, the ' a Lithird Boildon collocation for and on ocum of
My Commission Expires:	Significa of Notary Public
4/88/15 Commission/Scrial No. <i>EE</i> 083682	Notary Public, State of PCON 077  JEANNE MOSChella  Printed Typed as Stanged Name
Commission/Serial No. LE (18360 L) Page 6 of 11 Pages	Printed, Typed or Stamped Name  NOTARY PUBLIC-STATE OF PLORIDA  Jeanne Moschella  Commission & EE083682  Expirus. APR. 28, 2015





#### **QUALIFICATIONS**

#### EXPERIENCE

Owner, Patterson Appraisal (1996-Present) Covering Sarasota and Manatee Counties performing residential appraisals for litigation, divorce & estate settlement, bankruptey court, lending institutions, attorneys, guardianships, and private individuals.

Staff Appraisor, The Appraisal Company (1992-1996) Small residential firm handling Pinellas County. Large banking

#### **DESIGNATIONS & CERTIFICATIONS**

#### The Appraisal Institute

SRA Designation, Appraisal Institute, Chicago, IL Appraisal Institute Gulf Coast Chapter Secretary 2014 Appraisal Institute Gulf Coast Chapter Treasurer 2013 Appraisal Institute Region X Representative 2009-2011 Appraisal Institute Board of Directors Member 2010-2012 Leadership Development Advisory Council (LDAC) Washington DC 2011 - 2013

#### **Certification/Licenses**

State Certified in Florida since 1994 (RD2516) Appraiser Instructor in Florida 2003 (1R1000042) State Certified in Washington DC (CR11894) State Certified in Virginia (4001 016714) State Certified in Maryland (31887) FHA Appraiser since 2000 (FLRD2516) VA Appraiser, Manatce County, FL

#### **Qualified Expert Witness**

12th Judicial Circuit Court - Manatee & Sarnsota Counties, Florida Litigation Certificate Registry - Appraisal Institute

#### **EDUCATION**

Florida State University, Tallahassee, Florida; BA Degree, May 1987

#### PROFESSIONAL EDUCATION

#### Appraisal Institute Coursework

Appraisal Institute Coursework

Residential Litigation: Expert Work on Atypical Cases, 0.5/14
The Appraiser as an Expert Witness, 0.5/14
Should EAPAC Course, 0.5/14
Spoilight on USPAP, Hypothelical Conditions & Extraordinary Assumptions, 0.3/13
Final Compountures, Recipe for Sucress or Fadure, 0.3/12
Analyzing Effects of Environmental Contamination in Real Property, 0.3/11
Litigation Appraisals; Specialized Topics, 8/15
Appraiser as Expert Witness; Preparation & Testimory, 6/09
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