

SNIFFEN & SPELLMAN, P.A.

Sender's Direct Line: (561) 721-4002
Sender's Email: jeubanks@sniffenlaw.com

September 9, 2021

Via E-mail

Mayor and Town Council
c/o Maggie Zeidman, President
Town Council of the Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480

**Re: Lack of Hardship to Support Variance in Application No. Z-21-00383
146 Seaspray Avenue – Expansion of Non-conforming Structure**

Dear Mayor and Town Council Members:

Our office represents John D. Firestone (as Trustee),¹ the owner of 151 Seaview Avenue which abuts the rear of 146 Seaspray Avenue ("Property") owned by Michael and Michelle Fries ("Applicants").² The Applicants are seeking a variance to construct an addition to a prior existing non-conforming garage to create a much larger cabana and home office located 5.6 feet in the rear setback in lieu of the 10 foot minimum required setback under the Town's Zoning Code ("Code"). Mr. Firestone objects to such an improper expansion.

The Application is another example of homeowners purchasing a property knowing the size and configuration of the lot, the location of the structures thereon, and the existing non-conformities, yet nevertheless seeking a variance based on convenience, not hardship. Such variances should be denied out of hand when the home and structures can continue to be used for their intended purposes as 146 Seaspray Avenue has been since 1921.³

I. Applicants' Desire to Create Larger Cabana and Home Office

The Applicants seek to expand the first floor of a rear yard garage and second floor guest house, which is already non-conforming, and expand it into a much larger non-conforming structure. Presently, the first floor contains a small laundry room and cabana bath with an outside shower and open space. The proposed revised plan will demolish portions of the prior first floor, eliminate open space, and add additional square footage to the east of the garage to create a much larger 128 square foot cabana and home office (along with potential additional living area), placing the expanded structure within four or five feet of Mr. Firestone's lot line and pool area and creating

¹ Mr. Firestone owns and holds 151 Seaview Avenue under John D. Firestone, as Trustee under the JDF Florida QPRT dated December 26, 2011.

² As such, Mr. Firestone is a neighboring property owner, received notice of the Application, has an interest in protecting the preservation of his property rights and the neighborhood and has a right to rely upon the existing zoning restrictions absent a demonstration that the Applicants have met the requisites for a variance under the Town Code, which they have not.

³ See, Property Appraiser Property Detail for 146 Seaspray Avenue attached as Exhibit "A" showing date of construction as 1921 along with the original footprint of the home and garage.

REPLY TO:

605 NORTH OLIVE AVENUE, 2ND FLOOR
WEST PALM BEACH, FL • 33401
PHONE: 561.721.4000
FAX: 561.721.4001

WWW.SNIFFENLAW.COM

123 NORTH MONROE STREET
TALLAHASSEE, FL • 32301
PHONE: 850.205.1996
FAX: 850.205.3004

the potential for a dangerous precedent in the neighborhood.⁴ In doing so, rather than designing the extension of the first floor to meet the present code 10 foot setback by making a smaller room, the Applicants are seeking a variance to expand the prior non-confirming structure to the east and yet leave it only 5.6 feet from the rear setback.

The Town Code allows for the continuation of nonconforming structures until they are removed, abandoned or demolished, but it does “not to encourage their survival.” Town Code, Sec. 134-416(d). “A building or structure is ... nonconforming if the building or structure or any physical characteristics thereof is **not in full compliance with all the regulation of the zoning district in which it is situated.**” Sec. 134-416(b)(emphasis added) Such nonconforming structures or buildings can only be enlarged or expanded if “said enlargement, expansion or extension **meets all of the lot yard and bulk regulation for the zoning district in which the building or structure is located.**” Sec. 134-416(d); Sec. 134-417 (emphasis added). The proposed expansion in the Application admittedly does not meet the applicable 10 foot rear setback. Town Code, Sec. 134-893(9). As a result, the Applicant must (but can’t) meet **all of the requirements** for a variance under Sec. 134-201(a) and its sub-parts under the Town Code (emphasis added).⁵

II. Lack of Unique and Undue “Hardship” to Support Variance

A variance is nothing more than an approved violation of the Town Code. As a result, approving unsupported variances undermines the very protections of the Code which are designed to maintain the character of the Town. Therefore, variances should not be granted except in the most extreme of circumstances, not to merely meet the desire of an owner to “upgrade” the home or make it more “modern” or “livable” or even “functional in today’s world.”

Section 134-201(a) of the Town Code is clear that only variances that “will result in **unnecessary and undue hardship**” can be granted (emphasis added). The Courts are also clear that an applicant for a variance must demonstrate a unique hardship to qualify for a variance. *Bernard v. Town of Palm Beach*, 569 So. 2d 853 (Fla. 4th DCA 1990) (citing, *Nance v. Town of Indialantic*, 419 So. 2d 1041 (Fla. 1982)). By definition, a **“hardship” may not be found unless no reasonable use can be made of the property without the variance;** or, stated otherwise, **“the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it is zoned.”** *Bernard* at 854 (citing, *Town of Indialantic v. Nance*, 485 So. 2d 1318, 1320 (Fla. 5th DCA); *see also, Thompson v. Planning Comm’n*, 464 So. 2d 1231, 1237 (Fla. 1st DCA 1985)(emphasis added).

In the case of *Bernard v. Town of Palm Beach*, 569 So. 2d 853 (Fla. 4th DCA 1990) the desire to construct a 35 to 40 foot master bedroom, bath and den above an existing southern portion

⁴ The aerial attached as Exhibit “B” from the Property Appraiser website, as well as the ones in the Applicants’ presentation on pages 13 and 15 of 24, shows numerous garages, apartments and guest houses within the “Sea Streets” which clearly do not meet the current Code rear (and in some cases side) setbacks. As such, permitting the Applicants to receive a variance without meeting the requisite hardship standard in the Code would establish a dangerous precedent for many other homes in the area to likewise seek unwarranted variances.

⁵ Notably, under Section 134-201 the Applicants must meet both section (a) and all the sub-sections thereunder. They have not. The burden of meeting the requirements for a variance is on the Applicants, not the Town or the neighbors.

of the house resulting in a rear setback of 5 feet instead of 15 feet was not a “hardship.”⁶ The house could continue to be used for its purpose, albeit with a smaller bedroom and bathroom.

So too here, the desire of the Applicants to have a larger cabana and create a new home office and living area does not constitute a showing that no reasonable use can be made of the Property without the requested variance. To the contrary, the house and garage can continue to be used as they have been for over 100 years since they were constructed. While the Applicants, may “like,” “want” or “desire” to create a larger area to work from home, they are not entitled to violate the Code to do so. The Applicants, like many other homeowners, may just need to use a portion of the guest suite over the garage, the sunroom, the living room, the kitchen or some other room in their home as their office. In the alternative, they can design a first floor office that does not encroach into the current rear setback or purchase a larger home. Either way, the Applicant cannot presently meet the requisite unnecessary and undue hardship needed for a variance as the home is clearly usable for its intended purpose. Therefore, the Application should be denied.

III. Any “Hardship” Would be Self-Imposed

Even if the lack of a legally recognized hardship could be overlooked (which it cannot) any “hardship” alleged by the Owner would clearly be self-imposed. The courts have consistently found that a hardship must arise from circumstances **peculiar to the realty alone, unrelated to the conduct or to the self-originated expectations of any of its owners or buyers.** *See, Maturo v. Coral Gables*, 619 So. 2d 455 (Fla. 3d DCA 1993); *City of Coral Gables v. Geary*, 383 So. 2d 1127 (Fla. 3d DCA 1980).

As a result, situations in which purchasers **are fully aware of the shape and size of a lot, but still design a building which is too large for the lot, constitutes a self-created hardship.** *Thompson v. Planning Com. of Jacksonville*, 464 So. 2d 1231, 1237 (Fla. 1st DCA 1985); *see also, Namon v. State Dept. of Environ. Reg.*, 558 So. 2d 504 (Fla. 3d DCA 1990).

In the present case, the Applicants were admittedly fully aware of the Property’s size, location and set-backs, yet designed an expansion for a large cabana and office which was too large and encroached into the required rear yard setbacks. The Council need look no farther than the SKA Letter of Intent to demonstrate that any purported “hardship” is self-created. Within its Letter, SKA indicates in pertinent part that:

1. The special condition is that the current residence and guest house in encroaching into the setback and the property is non-conforming to today’s code.
2. ...The layout of the residence is an existing condition.
3. ...A request for a variance for a small one story addition in the rear of the property is a reasonable request.

⁶ *See also, Herrera v. Miami*, 600 So. 2d 561, 562 (Fla. 3d DCA 1992) (reversing approval of a variance where there is no finding that “it is virtually impossible to use the land as it is presently zoned.”); *Auerbach v. City of Miami*, 929 So. 2d 693, 694 (Fla. 3d DCA 2006) (“Florida courts have held that a legal hardship will be found to exist only in those cases where the property is **virtually unusable...**”)(citing to *Mauro v. City of Coral Gables*, 619 So. 2d 455,456 (Fla. 3d DCA 1993))(emphasis added).

4. The hardship. ... is that there is no other feasible location to add an office/cabana and the proposed location is the most feasible location to work with the existing configuration of the house. ...
5. ...the proposed office/cabana is the minimum size needed and the proposed location is the most feasible and acceptable location on the site.
6. Since the proposed office/cabana is not visible from the street ... there should be minimal impact to the neighborhood.

In each case, the “justification” for the variance demonstrates that it cannot be legally granted as they are no more than self-originated expectations. The Applicants knew that the structures are encroaching into the setbacks and that the layout of the house and garage are an existing condition, yet still designed an office/cabana which did not meet the Town Code because *they believed* their request was “reasonable” and there “was no other location for the design” for a project *of the size they desired* which *they assert* is the “minimum necessary” and can’t be seen from the street.⁷ The proper size and minimum necessary is no expansion of a non-conforming structure under the Code. Such “justifications” therefore, represent nothing more than a self-created “hardship” which simply cannot support the variance sought. As such, the Application must be denied.

IV. Property Restrictions Are Not Unique

In addition to the above, there can be no “hardship” in the present case in light of the fact that many of the nearby homes share the same difficulties as the Property. Under Section 134-201(a)(1) of the Code an applicant must demonstrate that “special conditions and circumstances exist which are **peculiar to the land**, structure or building involved **which are not applicable to other land lands, structure or buildings in the same zoning.**” (emphasis added)

As a result, “a prerequisite to the granting of a hardship zoning variance is the presence of an exceptional and unique hardship to the individual landowner; **unique to that parcel and not shared by other property owners in the area.**” *Indialantic v. Nance*, 400 So. 2d 37, 40 (Fla. 5th DCA 1981)(emphasis added). Therefore, where an applicant’s lot has a similar size, shape and topography and is subject to the same zoning requirements in the neighborhood, including the height, set-back, and landscaping, restrictions, the restrictions are common difficulties and cannot establish the unique hardship required to support the proposed variances.

Here, there is no peculiarity at all as to the size or shape of the Property. Instead, the Applicants’ Deed and the underlying Plat of the Sea Streets along with the survey in the Application demonstrate the Property is rectangular and not peculiar in any way.⁸ Moreover, there are many other homes on the Sea Streets with garages, pools and other structures in today’s

⁷ Nowhere in the Code is there a provision that if an improper variance can’t be seen it should be granted.

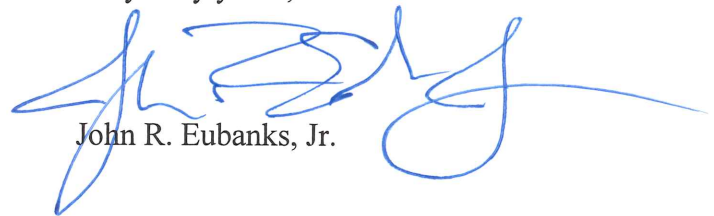
⁸ As identified in the Applicants’ Warranty Deed, the legal description of their property is merely “Lots 489, 491 and 493 of Poinciana Park, 2d Addition, according to the Plat thereof as recorded in Plat Book 6, Page 86, Public Records of Palm Beach County, Florida.” A copy of the Applicants’ Deed is attached as Exhibit “C” while a copy of the Plat is attached as Exhibit “D.” Both the Plat and the Survey included in the Applicants’ presentation also show the Property to be rectangular, not peculiar.

setbacks because they were built well before the present Code and zoning restrictions were in place. In each case, the lots in the area are the same general shape and size as defined by the underlying plat. As such, the limitations on the Property are the same as those shared by other lands, structures and buildings in the same zoning district and cannot be the basis for a hardship. The Present Application therefore must be denied.

V. Conclusion

The circumstances in the Present Application simply do not factually or legally support the requisite "hardship" for a variance under the Town Code or the case law. The home and garage can reasonably continue to be used as it has been since 1921 without a bigger cabana and a home office. In the alternative, the plans can be modified to construct the desired cabana and office respecting the current 10 foot required setback. The size and configuration of the lot, the location of the structures, and the existing non-conformities of the Property were all known to the Applicants at the time of purchase, making any "desire" for a larger cabana and home office a self-imposed hardship. Finally, the Applicants' Property is not peculiar or unique, but common in the Sea Streets. As a result, the Application should be denied.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John R. Eubanks, Jr.", with a long horizontal flourish extending to the right.

John R. Eubanks, Jr.

cc: Wayne Bergman, Director Planning, Zoning & Building
Paul Castro, Zoning Manager
John C. Randolph, Esq., Town Attorney
Kelly Churney, Administrative Specialist
Town Clerk, Town of Palm Beach

ADJUST FONT SIZE: + - RESET

Website Search

**DOROTHY JACKS**

CFA, AAS

Palm Beach County Property Appraiser

We Value What You Value

Real Property

Search by Owner Name (Last Name first) or Address or PCN

Search

[Classic PAPA](#)
[MyPAPA](#)
[Print This Page](#)
[Save as PDF](#)
[Print Property Summary](#)
[2021 Proposed Notice](#)
[Property Detail](#)
[Owner Information](#)
[Sales Information](#)
[Exemption Information](#)
[Property Information](#)
[Appraisals](#)
[Assessed and Taxable Values](#)
[Taxes](#)

Filtered Property Detail

Property Detail

Location Address 146 SEASPRAY AVE

Municipality PALM BEACH

Parcel Control Number 50-43-43-22-07-000-4890

Subdivision POINCIANA PARK 2ND ADD IN

Official Records Book/Page 30799 / 588

Sale Date JUL-2019

Legal Description POINCIANA PARK 2ND ADD LTS 489, 491 & 493

[Show Full Map](#)[Nearby Sales Search](#)**Owner Information**[Change of Address](#)

Owner(s)

FRIES MICHAEL T &
MALONE MICHELLE R

Mailing Address

146 SEASPRAY AVE
PALM BEACH FL 33480 4227

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2019	\$6,200,000	30799 / 00588	WARRANTY DEED	FRIES MICHAEL T &
JUL-1999	\$1,150,000	11230 / 01722	WARRANTY DEED	KLING JARRETT B &
AUG-1992	\$100	07352 / 01329	QUIT CLAIM	
JUN-1992	\$430,000	07317 / 01678	WARRANTY DEED	
JUN-1992	\$100	07317 / 01675	QUIT CLAIM	

NOTE: Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Exemption Information**EXHIBIT A**

Portability Calculator

No Exemption Information Available.

Property Information

Subarea and Sq. Footage for Building 1		Structural Element for Building 1		Sketch for Building 1
Code Description	Sq. Footage	1. Exterior Wall 1	WSF: STUCCO	
FUS Finished Upper Story	443	2. Year Built	1921	
UOP Unfinished Open Porch	159	3. Air Condition Desc.	HTG & AC	
BAS Base Area	369	4. Heat Type	FORCED AIR DUCT	
SFB Semi Finished Base Area	144	5. Heat Fuel	ELECTRIC	
FUS Finished Upper Story	1044	6. Bed Rooms	3	
FUS Finished Upper Story	210	7. Full Baths	2	
FOP Finished Open Porch	48	8. Half Baths	0	
FGR Finished Garage	299	9. Roof Structure	GABLE/HIP	
BAS Base Area	1332	10. Roof Cover	WOOD SHAKES	
Total Square Footage : 4048		11. Interior Wall 1	PLASTER	
Total Area Under Air : 3542		12. Interior Wall 2	N/A	
		13. Floor Type 1	FINE OR SOFT WOOD	
		14. Stories	2	
Number of Units	2			
View Building Details				
Total Square Feet*	4048			
Acres	0.2109			
Property Use Code	0100 - SINGLE FAMILY			
Zoning	R-8 - Low Density Residential (50- PALM BEACH)			
* May indicate living area in residential properties.				
Request Structural Details Change				

Appraisals

Show 5 year Show 10 year					
Tax Year	2021 P	2020	2019	2018	2017
Improvement Value	\$1,422,766	\$1,946,930	\$1,242,340	\$1,260,730	\$772,801
Land Value	\$2,416,181	\$2,218,661	\$2,375,000	\$2,532,842	\$2,302,584
Total Market Value	\$3,838,947	\$4,165,591	\$3,617,340	\$3,793,572	\$3,075,385
P = Preliminary All values are as of January 1st each year					

Assessed and Taxable Values

Show 5 year Show 10 year					
Tax Year	2021 P	2020	2019	2018	2017
Assessed Value	\$3,838,947	\$4,165,591	\$2,290,775	\$2,248,062	\$2,201,824
Exemption Amount	\$0	\$0	\$50,000	\$50,000	\$50,000
Taxable Value	\$3,838,947	\$4,165,591	\$2,240,775	\$2,198,062	\$2,151,824

Taxes

Show 5 year Show 10 year					
Tax Year	2021 P	2020	2019	2018	2017
Ad Valorem	\$62,709	\$68,707	\$37,773	\$35,986	\$36,012
Non Ad Valorem	\$178	\$842	\$845	\$849	\$833
Total tax	\$62,887	\$69,549	\$38,618	\$36,835	\$36,845

***Buyers take note:** Taxes will change and often increase substantially when a property sells. The seller's exemption benefits will GO AWAY the year after they sell and this may result in higher taxes for a buyer. Please use the Property Tax Calculator to get a better annual tax estimate if you are purchasing this property.

Property Tax Calculator

Property Tax Detail

Tax Collector

[PAPA Home](#)

Search by Owner, Address or Parcel

[View Property Record](#)**Owners**

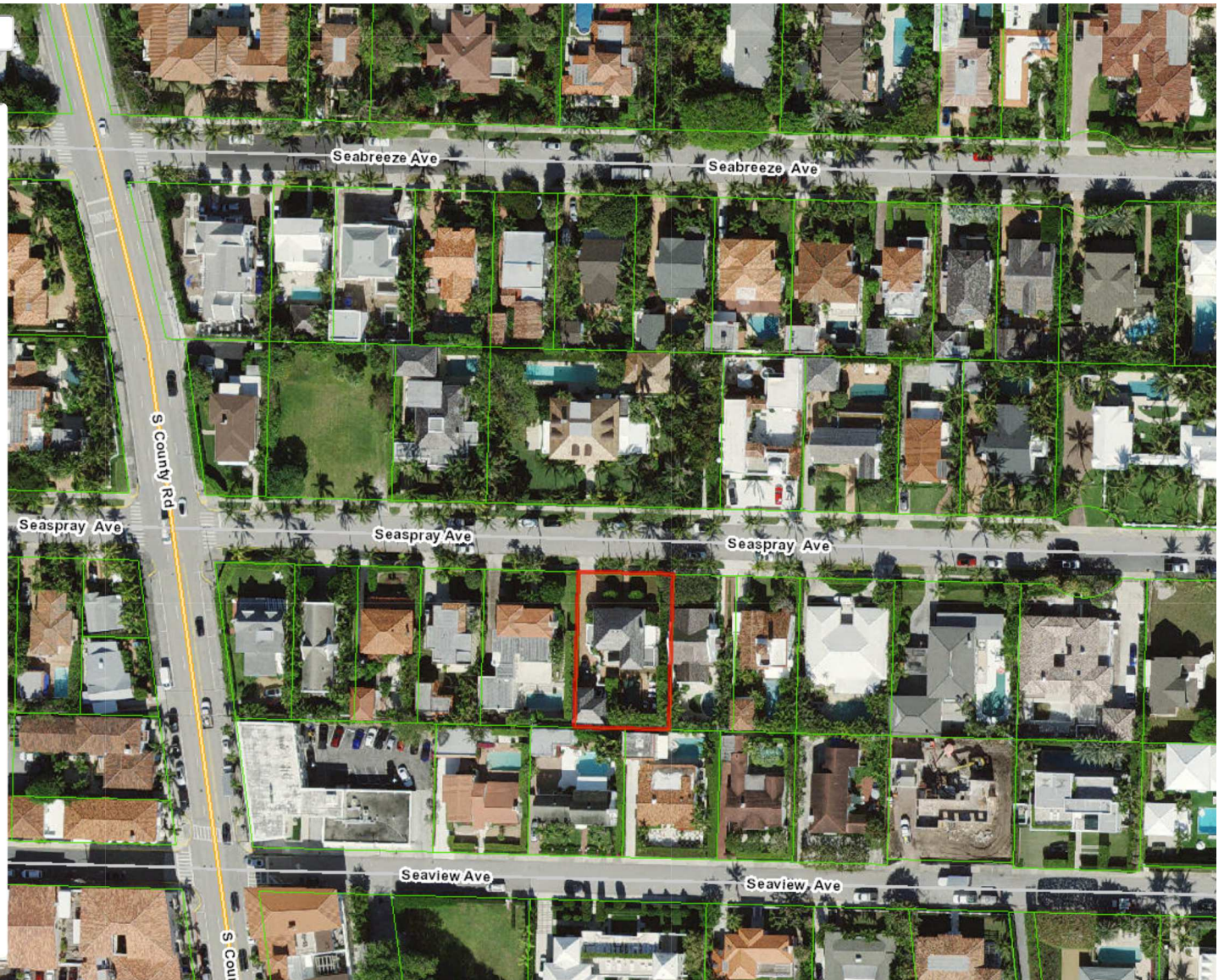
FRIES MICHAEL T &
MALONE MICHELLE R

Property Detail

Location 146 SEASPRAY AVE
Municipality PALM BEACH
Parcel No. 50434322070004890
Subdivision POINCIANA PARK 2ND
ADD IN
Book 30799 **Page** 588
Sale Date JUL-2019
Mailing Address 146 SEASPRAY AVE
PALM BEACH FL
33480 4227
Use Type 0100 - SINGLE FAMILY
Total Square Feet 4048

Sales Information

Sales Date	Price
III 2019	620000

**EXHIBIT B**

Prepared by and return to:
John F. Flanigan, Esquire
Haile, Shaw & Pfaffenberger, P.A.
660 U.S. Highway One Third Floor
North Palm Beach, FL 33408
561-627-8100
File Number: K609.001
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 31st day of July, 2019 between Jarrett B. Kling and Judith K. Kling, husband and wife whose post office address is 200 Laurel Lane, Haverford, PA 19041, grantor, and Michael T. Fries and Michelle R. Malone, husband and wife whose post office address is 146 Seaspray Avenue, Palm Beach, FL 33480, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lots 489, 491 and 493, of Poinciana Park 2nd. Addition, according to the Plat thereof, as recorded in Plat Book 6, Page 86, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 50-43-43-22-07-000-4890

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

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

EXHIBIT C

Signed, sealed and delivered in our presence:

Witness Name: Tracy Longo

Witness Name: Rebecca Seda

Witness Name: Tracy Longo

Witness Name: Rebecca Seda

Jarrett B. Kling (Seal)

Judith K. Kling (Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 26th day of July, 2019 by Jarrett B. Kling and Judith K. Kling, who ☐ are personally known or ☒ have produced a driver's license as identification.



Tracy Longo
Notary Public

Printed Name: Tracy Longo

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS:
That the CITY BUILDERS REALTY CO., of the city of INDIANAPOLIS,
county of MARION, State of INDIANA, the owner of that tract of land
described & designated on the plat on which this dedication appears, as
"POINCIANA PARK, 2nd ADDITION, and being the north 32 1/2 ft. of that tract
described as "Beginning at a point on the west shore of Lake Worth
which is 17 1/2 ft. in a westerly direction from a stake set by E. N. Danick
and W. M. Linschert," established by them as the dividing line between
their lands, under a plat of March, A.D. 1879, by an act of agreement
recorded in Miscellaneous Record No. 1, Page 23 & 24, of the Public Records
of Dade County, Florida, and which said share is an aliquot of a part
of the tract of land of the said E. N. Danick, from said point of
beginning, run east along the north line of the lands of E. N. Danick, 200
feet, more or less, to the Atlantic Ocean; thence southerly along the ocean
beach to a point 100 ft. north of the south line hereof, to the land con-
veyed by Matthew M. Robert to Oscar A. Jose, by deed dated Jan. 21, 1914,
and recorded in Deed Book 48, page 18, in the office of the Clerk of the
Circuit Court of Palm Beach County, Florida, thence west 200 feet more
or less, along the south line of and lands conveyed by Matthew M. Robert
to Oscar A. Jose, to the east shore of Lake Worth, thence southerly along
the east shore of Lake Worth, 400 ft. more or less, to the point of be-
ginning; being a part of Lot 3, Section 22, 1/4 of parts of Lots 3 & 4 of
Section 22, 1/4 of Township 23 South, Range 28 East, together with all
riparian & littoral rights hereto, belonging as in and to the following
and being the same premises conveyed to Wm. S. Elbert in the following
deed-to-will, to-wit: Deed from E. N. Danick and wife, Sept. 4, 1901, re-
corded on July 31, 1902, in Deed Book 6, page 189; Deed from E. N. Danick
and wife, dated May 10, 1901, and recorded June 7, 1901, in Deed Book 6, page 41, Deed
from Geo. W. Linschert and wife, dated May 8, 1901, recorded May 10, 1901, in Deed Book
6, page 43; Deed from Matthew M. Robert and Pearson Robert and wife, dated Mar.
20, 1901, recorded May 2, 1901, in Deed Book 6, page 19, all in the office of the
Clerk of the Circuit Court of Dade County, Florida, hereby declare: That
the north line of this tract is the south line of "Poinciana Park, as said to
Palm Beach, 2d, recorded in Plat Book 6, page 1, of the records of the
Clerk of the Circuit Court of Palm Beach County, Florida.
See Spray Avenue is dedicated to the public, as a public highway.

No part of any building shall be permitted closer than 25.30 ft. to the
center line of Sea Spray Ave. without written consent of present owners.
A strip 3 ft. in width by parallel lines in reserved, with that of
all lots and a strip 3 ft. in width is reserved at the north side of lot 32 1/2
south side of lot 32, and reservations being for the purpose of sewer
and water mains, pole or conduits for the transmission of electric
current, telephone or similar purposes, with full right of entry on said
premises as reserved for said purposes.
In Witness Whereof: The CITY BUILDERS REALTY CO., a
corporation of INDIANA and authorized to transact business
in the State of FLORIDA, and the owner in fee of the above des-
cribed real estate, has caused this dedication to be signed by
its President Oscar A. Jose, and attested by its Secretary, John
W. Roberts, this 13th day of March A.D. 1917.

Attest: *John W. Roberts*
Secretary
Witness: *Oscar A. Jose*
President
CITY BUILDERS REALTY CO.

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

I hereby certify that, on this 19th day of March
A.D. 1917, before me personally appeared Oscar A. Jose and John
W. Roberts, respectively president and secretary of the CITY BUILDERS
REALTY CO., a corporation under the laws of Indiana, to
me known to be the persons described in and who executed the
 foregoing dedication, and severally acknowledged execution
thereof, to be their free act and deed as such officers, for the
uses and purposes therein mentioned, and that they affixed there-
to the official seal of said corporation, and the said instrument is
the act and deed of said corporation.

WITNESS MY SIGNATURE AND OFFICIAL SEAL,
of WEST PALM BEACH, in the County of PALM BEACH, and State of
FLORIDA, this day and year last aforesaid.

My commission expires
March 6, 1918

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

I hereby certify that the distances
and angles shown on the attached plat of "Poinciana Park,
2nd Addition taken from actual data found on the
ground by a survey under my direction and are true
and accurate to the cent of a foot, bearing and distance."

Henry E. Leggett
Surveyor
Subscribed and sworn to before me this 19th day of March
A.D. 1917, at West Palm Beach, Fla.

My commission expires
March 6, 1918

March 24th
H. E. Leggett
86 Sea Beach
Palm Beach

POINCIANA PARK 2nd. ADDITION PALM BEACH, FLORIDA

SCALE 1 INCH = 120 FT.

