

Law Offices
NEILL GRIFFIN MARQUIS, PLLC
311 South Second Street
Suite 200
Fort Pierce, FL 34950

Richard V. Neill+
Richard V. Neill, Jr. +
Renée Marquis-Abrams*
Ian Eielson Osking
Brandon M. Hale

*Board Certified Wills, Trusts, & Estates Lawyer
☆Certified Circuit Civil/County Court Mediator
+ Board Certified Civil Trial Lawyer
° Of Counsel

Mailing Address:
Post Office Box 1270
Fort Pierce, FL 34954-1270
Telephone: (772) 464-8200

Fax: (772) 464-2566

December 10, 2020

Mayor William G. Thiess
2512 Lightlewood Lane
Fort Pierce, Florida 34946

Mr. James Grimes
3203 North Indian River Drive
Fort Pierce, FL 34946

Ms. Ingrid M. Van Hekken
304 Anchor Way
Fort Pierce, FL 34946

Mr. Dale Reed
2811 North Indian River Drive
Fort Pierce, FL 34946

Mr. John Langel
2511 North Indian River Drive
Fort Pierce, FL 34946

Mr. Timothy Ritter
2513 Lightlewood Lane
Fort Pierce, Florida 34946

RE: Town of St. Lucie Village

Gentlemen and Ms. Van Hekken:

Please accept the following as our attorney's report for the December 15th meeting.

1. Marshal and Clerk Positions. I've revised and enclose the information on the Clerk's position.
2. Lot Split/Subdivision Questions. People are seeking your input on dividing property:
 - a. No # Milton Road (Lightle). Joey Sanders, a prospective purchaser, inquired about dividing this 8+ acres into three lots. This issue seems to be how the Subdivision Ordinance, copy enclosed, applies.
 - b. 3117 N. Indian River Drive (Lee and Cochran). We received a query from Rosa Lee regarding whether their "second" parcel could be a separate buildable lot. My email exchange with Bill and Rosa is enclosed. (I now understand that their neighbor would allow access for an additional lot.)
 - c. 3241 and 3233 N. Indian River Drive (Fowler). As reported previously, Mary Fowler had inquired concerning 3233 and 3241 North Indian River Drive. A copy of my email to Bill concerning the situation is enclosed.

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- d. 444 Waters Drive (Myers). Copies of my basic email to Bill and Darla Myers is enclosed.
3. Terminating Shade Tree Lease. Pat Cochran is planning to close down operations so Scott has suggested we terminate the lease before January 1. The Mayor agreed and stated that he spoke with Pat about this and he does plan to vacate the building on or very shortly after December 31.
4. Topics for the Meeting with County Commissioners. Donna has coordinated a meeting with the County Commissioners for February 4, 2021, at 10:00 a.m. The agenda will include an update on Brightline and airport noise abatement efforts. This month, we should determine any additional topics to be added to the agenda for discussion.
5. AC Annual Maintenance Proposals. Bill will have current information for the meeting. I will suggest that Jim and John abstain; so, we'll need the three other members present to make this decision.
6. 117 Yacht View Lane (Scott). Bill received a complaint regarding a badly overgrown yard at this property. I have written the enclosed mowing letter to Ms. Scott.
7. 2825 North Indian River Drive (VanCotthem). The demolition permit was neither granted nor denied, I'll consider it tabled and carry it forward.
8. 2304 N. U.S. 1 (Deese). We've gotten a little bogged down in dealing with the landscaping plan; but, I'm touching base with Bill about moving it forward. Our substantive Village email is enclosed.
9. River Woods Ditch/Park Entrance. For your info, I suggested additional changes to the easement (redlined version, without deeds, enclosed) and understand that RWPOA and Bill are on board.
10. 4022 N. U.S. 1 (Poulos). Joe Noelke inquired about whether he could use the referenced property--after removing the existing structure(s)--to build a metal structure in which to store his motorhome. A copy of our email chain is enclosed.
11. Lien Queries. We received a query from Melissa Harnage at St. Lucie Title Services, Inc. regarding a property located at 3315 N. Indian River Drive. A copy of our email chain is enclosed.
12. Cargo/shipping Containers. Both Ordinances 2020-3 and 2020-4 have been executed. We now need to follow up with appropriate regulation.
13. Records Management Compliance Statement. I'll get this signed at the meeting and submit it to Tallahassee.
14. Comprehensive Plan Amendment. We need to follow up on the map revisions.
15. Audit. You will recall that Mr. Hartley got back with us and provided a sample ordinance provision adopting minimum internal controls for a governmental district, and suggestions if there is minimum staff. We still need to consider this when we can.

I have made a note that you want to solicit other bids for the next audit.

16. Northside Nursery Variances. I shared my responses to the lien queries, but we have not communicated with the owner.

17. 2450 N. U.S. 1 (Top Notch). I've reviewed and given Scott input on the Top Notch situation. You will need to address this at some point now that we have returned to regular meetings.

18. Codification of Zoning Amendment. I need to move this forward with Florinda.

19. Vacation Rentals. My intention remains to bring this forward in the near future.

20. TNT Construction (Information Request). Ms. Kairalla is a realtor with TNT Construction, the company is requesting information regarding developmental approvals for 2018-2019, and they seem mostly concerned with residential development. I'll follow up on this item.

21. Sarasola Generator. I think that this is still under review.

22. Occupational Licenses. I am carrying forward this note that it is probably time to update and revise the governing Village ordinance.

23. North Indian River Drive Lighting. I understand that it's not actually time to re-agenda this item; so, I will defer until directed otherwise.

24. Ordinance 2020-1 (Business Hours for Alcohol Sales). Ordinance 2020-1 regarding regulating business hours for businesses serving alcohol was adopted. I'll drop this item.

25. Parks MSTU/St. Lucie School. The Second Amended Budget was explained and approved at last month's meeting. I'll drop this item.

26. As-Built North Indian River Drive. This concept was dropped, so I'll drop this item.

27. 403 River Prado (Dill). The requested variance was granted in part. A copy of the order to be entered is enclosed for your information. I'll drop this item.

28. Referrals to Special Magistrate:

- a. 4050/4058 N US 1 (Zito)
- b. 2450 N US 1 (Top Notch Marine) – is under review
- c. 3429-3463 Old Dixie (Danks) – has been given notice
- d. 3100 N. US 1 (Sarasola)

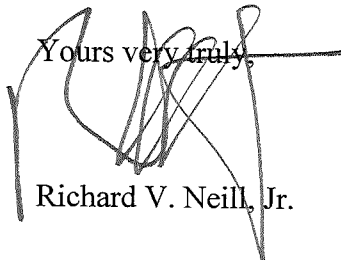
Mayor and Board of Aldermen

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Do feel free to call if there's anything you want to discuss with me before the meeting.

With best regards.

Yours very truly,

Richard V. Neill, Jr.

RVNjr/mk

Enclosures

cc: Donna Dennis, Clerk (w/encls.)
Scott Dennis (w/encls.)

Wesley Taylor (w/encls.)
Cathy Townsend (w/encls.)

Clerk Duties:

1. Shall be custodian of the city seal and shall affix its impression on documents whenever it is required.
2. Shall act as and perform all of the duties of the City Treasurer unless the duties are otherwise assigned by resolution of the Board to the Deputy Clerk. To include:
 - a. Shall keep accounts showing all monies received and the source and disposition thereof. Shall not pay any bills unless directed to do so by the Board. Shall make a monthly financial report which shall be included in the official Minutes of the City.
 - b. Shall be in charge of issuing annual notices for occupational licenses.
 - c. Shall assist the budget planning committee in the preparation of an annual budget for the municipality by furnishing all figures and records.
3. Shall take minutes of all meetings of the municipality, unless the duty is otherwise assigned by resolution of the Board to the Deputy Clerk. To include:
 - a. Shall transcribe the minutes and make copies for the next scheduled meeting of the municipality. Shall hand deliver or mail a copy of the transcribed minutes to the Mayor, each member of the Board, and the City Attorney at least one week prior to the next scheduled meeting.
4. Shall be custodian of all property, documents and records belonging to the City which are not assigned to the custody of some other officer. To include:
 - a. Shall keep a record of ordinances, all licenses and permits issued and the payments thereof.
 - b. Shall keep and maintain a proper index to all documents and records kept.
 - c. Shall receive or pick up mail of the municipality at least two times per week. Shall advise the Mayor or Chairman of the Board of any important correspondence and shall answer any mail inquiry as directed by the Mayor or Board.
5. Shall perform such other duties and functions as may be required by Statute, Ordinance, Resolution or directive of the Mayor or Board. To Include:
 - a. Shall not give any official opinion or statement concerning city ordinances or policies except through direction of the Mayor or Board.
 - b. Shall answer surveys received from the State of Florida and others.

General Requirements:

1. Shall maintain a listed and published telephone number.
2. Shall be proficient on QuickBooks.
3. Shall be familiar with payroll and payroll taxes.

Clerk Qualifications:

1. Shall be elected and serve for a two year term and until a successor is elected and/or qualified as provided by Statute or Ordinance.
2. Shall be bondable and before entering office, shall execute a bond in such amount as specified by statute or by the Board.
3. Shall have continuously resided or will have continuously resided therein for a period of 30 days prior to the date of any election.

TOWN OF ST. LUCIE VILLAGE

ST. LUCIE COUNTY, FLORIDA

ORDINANCE NO. 62-8

An ordinance setting forth the regulations for filing plats and developing new subdivisions and resubdivisions in the Town of St. Lucie Village, Florida, including definitions; general information; general procedure for filing plats; requirements pertaining to the plat; clearing and grading; paving; bridges and culverts; supervision of construction; maintenance; policy of the Board; validity; violations and penalties; form of certificates; and effective dates.

WHEREAS, the Board of Aldermen of the Town of St. Lucie Village, Florida, is authorized and empowered by Chapter 177 of the Florida Statutes and amendments thereto and Chapters 29490, Laws of Florida 1953, and 31237, Laws of Florida 1955 to adopt regulations for the design and development of new subdivisions and of resubdivisions within the town in order to promote the adequacy and efficiency of the street and road system, so as to avoid congestion and promote safety, to secure the proper distribution of population and the necessary open spaces for light and air, and for the purpose of improving the health, safety and general welfare of the citizens.

THEREFORE, be it ordained by the people of the Town of St. Lucie Village as follows:

SECTION A. Definitions.

1. Board.--The term "Board" as used herein refers to the Board of Aldermen of the Town of St. Lucie Village, Florida.
2. Surveyor -- The term "Surveyor" as used herein refers to a land surveyor registered in Florida and engaged by the developer to survey and plat the land proposed for subdivision.
3. Developer's Engineer.-- The term "developer's engineer" as used herein refers to a professional engineer, registered in Florida, and engaged by the developer of the subdivision to plan and supervise the construction of the work.
4. Work.--The term "Work" as used herein includes all construction called for or shown on the development plan as well as all facilities and features of every kind in, under and over the dedicated rights-of-way and drainage easements within and furnished in connection with the plat; except gas, sanitary sewage, electric power, telephone, street lighting facilities and related facilities.
5. State Road Department Specifications.--The term "State Road Department Specifications" as used herein refers to the latest current road and bridge specifications adopted as standard by the State Road Department of Florida.
6. Administrative Officer.--The term "Administrative Officer" as used herein refers to the Mayor of the Town of St. Lucie Village, Florida, or his authorized representative.

SECTION B. General Information.

1. Overall Requirements and Conditions.--In order to file a plat for any purpose except merely to record the boundaries of an ownership, the roads, streets and publicly owned parking areas shall be paved according to the Town's requirements, and all the requirements of these regulations shall be met.

2. Administration of These Regulations.--The Mayor or his authorized representative shall administer these regulations under the direction of the Board.

SECTION C. General Procedure for Filing Plats.

1. Preparing Plat and Development Plan.--When land is to be subdivided a plat and a development plan shall be prepared. The plat shall be prepared by a registered surveyor and shall be accompanied by a development plan prepared by a registered engineer, showing the existing physical conditions of the terrain, low ground areas to be filled and minimum proposed lot elevations and a design showing the grade and cross section for the proposed construction of streets, and a design for drainage, together with arrangements for final disposal of drainage run-off. The developer shall present a letter certifying that he has hired an engineer (naming him) to prepare the development plan and supervise the work and that when the work is completed the engineer will certify that the work has been done in accordance with the development plan. The subdivider shall comply with all existing zoning regulations in the presentation of his plat and shall show that he has cleared with and had approval from the zoning authority.

2-a. Review of Plat and Development Plan:-- The plat and one white print of the development plan shall be submitted to the Administrative Officer who shall review them for conformity with these regulations. When the Administrative Officer has determined that all of the existing plat filing regulations have been complied with the plat may then be submitted to the Board of Aldermen.

2-b. Recording Plat.--When the developer submits a plat to the Board of Aldermen for approval, he shall furnish in addition to the linen copy, two transparencies and a check payable to the Clerk of the Circuit Court of St. Lucie County to cover the cost of recording said plat. Upon approval of the plat, the Mayor or President of the Board shall sign the linen copy and both transparencies and shall cause them to be delivered with said check to the said Clerk. When the said Clerk has completed the certificate on the linen and transparencies, he shall return one of the transparencies to the developer who shall then furnish the said Clerk with four copies of said plat.

3. Construction of the Work.--After the development plan has been approved, the developer shall proceed according to one of the following methods:

3-a. Should the developer elect to construct the work without a bond or escrow agreement, his engineer shall, upon completion of the entire work on one or more units, furnish the Administrative Officer with a written certificate of such completion, accompanied by certain records and plans as hereinafter prescribed, whereupon the Administrative Officer shall recheck the plat, and, if same is found to comply with these regulations, the Board shall, on the recommendation of the Administrative Officer, approve the plat for filing and accept the work for Town maintenance.

3-b. Bond.--After the development plan has been approved, and after the Board has accepted the plat for filing contingent on an approved bond being furnished within 60 calendar days, the developer shall so furnish a surety company bond satisfactory to the Board, guaranteeing that within twelve (12) months the work shall be entirely completed in full accordance with the approved development plan and these regulations, copies of both of which shall be attached to and constitute a part of the bond agreement. If the bond is not thus furnished, the approval of the plat shall automatically be voided, and the plat shall not be filed. One 12-months extension of the bond may be granted at the discretion of the Board, but not more than one 12-months extension shall be granted. Said bond shall be in an amount equal to 11 per cent of the sum of the engineering and construction contracts.

3-c. Escrow Agreement.--Within 60 days after the development plan has been approved the developer shall enter into a written contract with a registered engineer to perform all required engineering services in connection with the construction, completion and acceptance of the work, and a bonded written contract with a qualified contractor for the construction of the work within a time limit specified by the Board, both in full accordance with the approved development plan and these regulations. The construction contract time limit shall be in accordance with the amount of work to be done, but shall not exceed 12 months. Both contracts shall be satisfactory to the Board, shall be substantially definite in amount rather than on a cost-plus or other indeterminate basis, and shall be made with the developer and the Town, both jointly and separately, but shall expressly relieve the Town from paying for any of the services or work except with funds supplied by the developer. The Contractor's surety bond shall be satisfactory to the Board, shall be in the full amount of his contract, shall bind the surety to the developer and the Town, both jointly and separately, to complete the work in full accordance with the contract in case the contractor defaults. An executed copy of the complete engineering contract, and an executed copy of the complete construction contract including bond, shall be filed with the Administrative Officer. The developer, within said 60 days, shall deposit in escrow, in a depository satisfactory to the Board, an amount equal to the sum of the engineering and construction contracts, plus an additional amount for contingencies which shall be 10 percent of the sum of the engineering and construction contracts; the condition of the escrow agreement being that the deposited fund shall be released to the developer's engineer and contractor only upon written approval of the Board, which, during the course of construction, shall approve the release of portions of the fund, not more often than twice each month, to the developer's engineer and contractor, on the recommendation of the Administrative Officer, in the amounts due each for work done to date, based on the per cent completion of the work multiplied by the respective contract price less 10 per cent; and further, that upon the completion of the work the Board shall approve releases to the developer's engineer and contractor, on the recommendation of the Administrative Officer of amounts sufficient to pay them in full, and shall then approve the release of any remainder to the developer. In case there shall be a deficiency of funds on completion of the work, the Board shall on the recommendation of the Administrative Officer, authorize the release of the entire remaining fund to the Developer's engineer and contractor in such amounts that each shall have been paid the same per cent of the total due him, in which event the developer but not the Town shall owe the developer's engineer and contractor the remaining unpaid balances.

SECTION D. Requirements Pertaining to the Plat.

1. Applicable Laws.-- A plat shall be furnished, prepared by a registered surveyor. It shall comply with Chapter 177, Florida Statutes 1955, and amendments thereto, Chapter 29490, Laws of 1953, Chapter 31237, Laws of 1955, and with the requirements that follow:

a. Dedicator shall Own the Land.--The dedicator of the plat shall be the owner of record of the land at the time the plat is accepted for filing, and shall furnish the Board with a certificate to that effect from the developer's attorney or from an abstract company.

b. Taxes Shall be Paid.--All due taxes shall have been paid at the time the plat is accepted for filing, and the developer shall furnish the Board with a certificate to that effect from the developer's attorney, from an abstract company, or from the Tax Collector of St. Lucie County and the Town.

c. Land shall be suitable for Development.--The land shall be of such size, shape and nature that it is capable of being platted and developed in full accord with these regulations. Any elevations shown on the plat shall refer to United States Coast and Geodetic Survey datum, MSL.

d. Required Road, Street and Drainage Construction.-- As a condition of accepting the plat for filing, the developer shall construct and drain the roads, streets, and publicly owned parking areas in a subdivision, including his side of any roads and streets which he plats centering along or near the boundaries of the subdivision, for which he dedicates part of the right-of-way, all of this to be done in accordance with these regulations; except the developer shall not be required to pave State or County maintained roads. He shall also be required to regrade and otherwise modify the side ditches or roadside swales of County Roads and State maintained roads within or abutting the subdivision if necessary to properly accommodate subdivision drainage.

e. Positive Drainage Required.--The developer shall provide such facilities as may be needed to drain the subdivision to positive outlets that can be legally maintained in permanent use, or into a public drainage system of adequate capacity which discharges into such positive outlets, including all rights-of-way, easements and necessary construction, at no expense to the Town. Side ditches along public roads shall not necessarily be considered as such public drainage systems or positive outlets.

f. Dedications to Public Required.-- Rights-of-way for roads, streets and alleys, easements for utilities, and rights-of-way and easements for drainage shall be dedicated to the public. The following widths shall be required:

1. State Roads - as required by State Road Department, but not less than 50 feet each side of center line.
2. County Roads - 40 feet each side of center line.
3. Arterial Streets - 40 feet each side of center line.
4. All other streets - 30 feet each side of center line unless proper drainage requires wider right-of-way in which event such wider right-of-way must be dedicated.
5. Alleys - 10 feet each side of center line.
6. Utility Easements - 5 feet wide on the rear of each parcel and shall be identified on plat as "utility easement."
7. Drainage easements and Rights-of-way.--Easements and rights-of-way for drainage shall be of such widths as to adequately accommodate the drainage facilities to be put on them, plus 15 feet on one side to permit equipment to enter for maintenance by normal methods of maintenance. Drainage easements shall be identified on the plat as such.

g. Location of Arterial Roads and Streets.--

1. If existing roads or streets are located in adjoining subdivisions, the arterial roads or streets on the new plat shall be so located as to provide an extension and continuation of the existing rights-of-way.
2. In a rectangular block layout, all arterial roads and streets shall be centered on section lines or the standard subdivision lines of the section.
3. In curvilinear patterns, the arterial roads or streets shall be located, with respect to the property boundaries, so as to provide a continuity of traffic flow across the property platted, and such arterial streets shall begin and terminate at street intersections wherever the same are existing.

4. All other streets shall be laid out to provide adequate traffic circulation in the subdivided area and shall begin and terminate at arterial roads or streets.
5. In general, all roads, streets and alleys shall provide access to adjacent lands, shall enter and leave adjoining roadways, as nearly as practicable, at right angles thereto.

h. Deadend Streets.-- There shall be no deadend alleys and no deadend arterial streets. All other streets, if deadended, shall be provided at the closed end with a turn-around having a street right-of-way diameter of not less than 100 feet. Deadend streets shall not be longer than 500 ft. except where lateral streets cannot be provided.

i. Building Set-backs and Minimum Lot Size:

1. Show a building set-back line at a minimum distance of 25 feet from outside lot or street lines.
2. No lot shall have a width of less than 75 feet at the front set-back line and all lots which are not provided with a community water supply and distribution system approved by the State Board of Health shall contain not less than 10,000 sq. feet. Whenever a developer installs a community water supply and distribution system approved by the State Board of Health for each and every lot on the plat, the minimum lot dimensions may be reduced to not less than 75 feet frontage and 110 feet depth. A bond as provided for in Section C, Paragraph 3-b, covering the estimated cost of the water supply and distribution system shall be posted with the Board as a guarantee that the water supply and distribution system will be installed. Provided, however, that in the event the developer has already constructed and installed an adequate community water supply and distribution system approved by the State Board of Health in one or more units of a subdivision already approved and recorded, the Board may at its discretion waive the posting of bond to cover the cost of extending said system in subsequent and adjacent units.
3. Corner lots shall be at least 10 ft. wider at front set-back line than other lots in the block.
4. Lots zoned for business only, either by deed restriction or by Town Zoning regulations, shall have a width of not less than 25 feet at the front set-back line, a depth of not less than 100 feet and shall have at least a 20-foot alley on the rear lot line.

j. Contour Lines.-- Each plat shall delineate contour lines based on Coast and Geodetic Survey datum (Mean Sea Level) at least with a contour interval of:

1. 1 ft. - when land slope is less than 2 feet vertical per 100 feet horizontal.
2. 2 ft. - when land slope is greater than 2 feet per 100 feet but less than 4 feet vertical per 100 feet horizontal.

3. 5 ft. - when land slope is greater than 4 feet vertical per 100 feet horizontal.

k. Names of Subdivisions, Roads and Streets.--Names previously used for subdivisions in St. Lucie County shall not be given to new subdivisions. Roads and streets which form extensions, or are located along the general projections of existing roads and streets, shall be named after the existing roads and streets.

l. Street Markers.--Street markers shall be provided at all intersections, said markers to be double faced, minimum requirements to be not less than markers currently used by the St. Lucie County Road Department.

m. Block Corners.--All block corners shall be marked with permanent reference markers, markers to be either concrete monuments or iron pipe, before developer is released from bond, if bond is posted. If no bond is posted, this work will have to be accomplished prior to the signing of the plat.

1-n Bulkheads.--All lots constructed on major waterways, dredged or excavated channels and open waters shall be provided with bulkheads of an approved design. Subdivided frontage exposed to severe action of wind and tide shall be bulkheaded to a height of not less than 5 ft. above mean sea level. In protected waters or canal-type development the minimum elevation of the bulkhead above mean sea level may be reduced to 4 ft. Where natural bank conditions occur and proper showing is made that erosion will not occur, then in that event the Board may, at its discretion, waive the requirements for bulkheads.

1-o Minimum Lot Elevations.--All lots filled and/or reclaimed from marginal or submerged lands or islands shall be filled to a minimum elevation of 5 ft. above mean sea level.

SECTION E. Clearing and Grading.

1. The developer shall be required to clear all rights-of-way to their full width and to grade all streets and alleys to an approved grade. Minimum width of shoulders shall be 6 ft.

SECTION F. Paving.

1. Arterial Streets.

- a. The sub-grade shall be stabilized to a width of 1 ft. wider each side than the proposed pavement.
- b. Minimum width of pavement to be 18 ft. except when a divided street is constructed. Then the minimum width of each lane shall be 16 ft.
- c. The sub-grade shall be stabilized with a suitable material to a minimum depth of 8 inches for a bearing value of at least 50 lbs. per square inch, except in the case where the road is to be constructed on non-stable soil, then at the discretion of the Administrative Officer the thickness of the stabilization shall be increased.
- d. If, in the opinion of the developer's engineer and with the concurrence of the Administrative Officer, the bearing value of the sub-grade as it exists meets the above requirements, it shall not be necessary to add other materials to the sub-grade for stabilization purposes.

- e. The base material for the pavement is to be composed of limerock to meet State Road Department specifications and the thickness is to be not less than 6 inches compacted.
- f. The minimum wearing surface shall be a slag surface, single application, using #15 crushed stone applied on semi-solid asphalt. The asphalt shall be applied at the rate of approximately 25/100 gals. per sq. yard. The crushed stone shall be applied at the rate of 25 lbs. per sq. yard and rolled with a suitable roller after application. If the developer desires to use an asphaltic concrete wearing surface, it shall be Type 2 of a minimum thickness of one inch and comply with State Road Department specifications.
- g. Construction methods are to conform with State Road Department specifications.

2. Other Streets.

All other streets except 1/2 right-of-way streets are to be constructed the same as Arterial Streets with the exception that the sub-grade is to be stabilized to a minimum depth of 8 inches for a bearing value of not less than 50 lbs. per square inch and the limerock road base will have a compacted thickness of not less than 5 inches.

3. 1/2 Right-of-way Streets.

- a. In instances where the developer provides only 1/2 of the right-of-way, it will be the developer's responsibility to construct the pavement of the same specifications as that shown in "Other Streets", except that the pavement may be only 10 feet in width. These specifications will hold true unless in the decision of the Administrative Officer the road will ultimately become an arterial street or through Town Road, and in such cases the specifications for arterial streets shall prevail, with the exception of the width of the pavement. Shoulder widths in this instance may be minimized.
- b. It shall be the responsibility of the adjoining property owners, should his land be subdivided in the future, to pave his side of the 1/2 right-of-way street and bear the expense of joining his pavement to the existing pavement so that the pavement will be located in the center of the right-of-way, scarifying the existing pavement or using whatever methods are deemed necessary to make a continuous pavement of 18 feet in width.

4. Alternate Types of Pavement and Subgrade.

- 2. Alternate types of pavements and subgrades which, in the opinion of the Administrative Officer and Board are equal or superior to those specified above, may be approved. Applications for such approval shall be accompanied by written data, calculations and analyses which show by accepted engineering principles that the alternate types are equal or superior to the specified types.

SECTION G. Bridges and Culverts.

1. Bridges.--Minimum width of bridges isto be 24 ft. All bridges are to be of permanent construction. Load capacity not less than H-15. Separate plan for all bridges to be approved by the Town prior to their construction.

2. Culverts.--Culverts shall be of such size to provide adequate drainage opening, and sufficient length to extend beyond the shoulder lines of the road. Culverts shall be fully coated C.M.P., concrete pipe or built-in-place concrete box culverts.

SECTION H. Supervision of Construction.

1. Inspections.--The Administrative Officer or his representative shall make such inspections as may be needed before, during and after the construction of the work to keep informed of the status of the development and to generally assist all agencies involved in the work to maintain the standards of these regulations.

2. Approval.--Clearing, grading, stabilization, paving and drainage facilities shall be approved by the Administrative Officer or his representative.

SECTION I. Release of Developer's Bond.

1. Upon completion of all work the Developer's engineer shall submit to the Administrative Officer a Certificate of Completion stating that the work has been entirely completed; that it was constructed upon his supervision and that it conforms to the development plan and these regulations.

2. Upon receipt of said Certificate of Completion the Administrative Officer shall make a final inspection of each of the several contract operations on the site, and, if the work complies with the requirements of these regulations and conforms to the development plans and specifications, he shall issue a letter to the Developer or his Engineer stating that the work has been acceptably completed for the applicable contract, so that particular contractor may receive his final pay estimate and be released from his performance bond by the Developer. In the event that certain elements of the incompleted project do not conform to the requirements of these regulations and the plans and specifications, the Administrative Officer shall notify the Developer's Engineer in writing of such defective work so that corrective measures may be instituted within the life of the construction contract and within the tenure of the contractor's performance bond.

3. Upon completion of all of the elements of the work in accordance with these regulations and the development plans and specifications, the Administrative Officer shall submit the certification to the Board of Aldermen that the work has been acceptably completed and recommending that the Board of Aldermen release the performance bond of the Developer and assume maintenance of the roads, streets, and drainage facilities related thereto in the subdivision.

4. Limitations as to Town Maintenance.--Nothing in these regulations shall be construed as meaning that the Board shall take over for Town Maintenance any road, street, public parking or other public area, or drainage facility related thereto, except those designed and built in accordance with the Town's requirements and taken over for Town maintenance by specific Board action. The assumption of maintenance by the Town under these regulations shall not be construed to mean that the Town shall assume operating or other costs of street lighting. Nothing in these regulations shall be construed as obliging the Town to drain any land, except that which lies in the public right-of-way and drainage easements.

SECTION J. Policy of the Board.

1. It shall be the policy of this Board of Aldermen not to require conformance to additional plat filing regulations, not included herein, until such additional regulations, if deemed to be

necessary, have been adopted by a majority vote of this Board, as an amendment or revision to the regulations herein, and a thirty day period of notice to affected interests has elapsed, between the adoption of such revised regulations and the effective date of enforcement thereof.

2. It has been and shall be the policy of the Board of Aldermen, in adopting and administering these plat filing regulations, to be guided by their purpose and intent, which is to promote and protect the general welfare of the community through orderly development, and to ensure as far as possible that the commitments of land subdividers are fulfilled.

SECTION K. VALIDITY

Should any article, section, paragraph, sentence, clause, phrase or other parts of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decisions shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

SECTION L. VIOLATIONS AND PENALTIES

Any person, firm or corporation or anyone acting in behalf thereof, who shall violate or fail to comply with any of the provisions of this Ordinance, shall upon conviction be punished by a fine not exceeding five hundred (\$500.00) dollars or imprisonment at hard labor on the streets or other works of the Town for a term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the Court.

Each day that a violation of this Ordinance is continued or permitted to exist without compliance shall constitute a separate offense punishable upon conviction in the manner prescribed in this Section.

SECTION M. Form of Certificates.

1. Certificate of Dedication by Individuals.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

_____ and
his wife, do hereby dedicate and set apart all of the streets, alleys, thoroughfares, parks, canals and utility and drainage easements shown on this plat to the use of the general public forever.

WITNESS our hands and seals this _____ day of _____,
19____.

(SEAL)

(SEAL)
Witnesses

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before me, the undersigned authority, personally appeared _____ and _____
his wife, to me known to be the individuals described in and who executed the foregoing Certificate of Dedication, and they each duly acknowledged before me that they executed the same.

WITNESS my hand and official seal at _____
St. Lucie County, Florida, this _____ day of _____,
19____.

Notary Public, State of Florida
at Large, My Commission Expires:

2. Certificate of Dedication by Corporations.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

_____, a Florida corporation, by its duly elected president and secretary acting by and with the authority of its Board of Directors, does hereby dedicate and set apart all of the streets, alleys, thoroughfares, parks, canals and utility and drainage easements shown on this plat to the use of the general public forever.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its president and secretary this _____ day of _____, 19____.

By _____
President

Witnesses

ATTEST: _____
Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before me, the undersigned authority, personally appeared _____, president, and _____, secretary, of _____,

a Florida corporation, to me known to be the individuals described in and who executed the foregoing Certificate of Dedication, and they each duly acknowledged before me that they executed the same, as such officers for and in behalf of said corporation.

WITNESS my hand and official seal at _____, St. Lucie County, Florida, this _____ day of _____, 19____.

Notary Public, State of Florida
at Large. My Commission expires: _____

3. Certificate of Surveyor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that this plat is made from an actual survey made under my direction, that it is a correct representation of the land platted, and that permanent reference monuments have been placed as called for under Chapter 177, Florida Statutes.

DATED this _____ day of _____, 19____.

Registered Land Surveyor
Florida Certificate No. _____

4. Certificate of Approval of County Commission

STATE OF FLORIDA
COUNTY OF ST. LUCIE

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of St. Lucie County, Florida, this _____ day of _____, 19____.

Chairman, Board of County
Commissioners.

5. Certificate of Approval of Clerk of Circuit Court

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____, Clerk of Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined, and that it complies in form with all the requirements of the laws of Florida pertaining to Maps and Plats, and that this plat has been filed for record in Plat Book _____, page _____ of the public records of St. Lucie County, Florida, this _____ day of _____, 19____.

Clerk of Circuit Court
St. Lucie County, Florida

SECTION N. Effective Date. This ordinance shall become effective immediately upon passage and approval by the Mayor.

Ernest Giff
President, Board of Aldermen

Terrell M. Lucas
Deputy Town Clerk

STATE OF FLORIDA
COUNTY OF ST. LUCIE

We, the undersigned President of the Board of Aldermen and the Town Clerk of the Town of St. Lucie Village, Florida, DO HEREBY CERTIFY that the foregoing and above Ordinance No. 62 - 8 was duly introduced, read and passed by the BOARD OF ALDERMEN of the Town of St. Lucie Village, Florida, on February 27th 1962.

IN WITNESS HEREOF, we hereunto set our hands and affix the official seal of the Town of St. Lucie Village, Florida, this the 27th day of February, A.D. 1962.

Ernest Giff
President, Board of Aldermen

Terrell M. Lucas
Deputy Town Clerk

Approved this 27th day of
February, 1962

Arnold Lammert
Mayor, Town of St. Lucie
Village, Florida

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Tuesday, December 01, 2020 10:32 AM
To: roytree50@comcast.net
Cc: Laura Marotta; William Thiess; Donna Dennis
Subject: Rosa Lee Query
Attachments: ZO Section 3.12.2 (D).pdf; 95-06-19 OR 0961 P 1080 Goff t Cochran and Lee.pdf

Rosa and Pat,

Rosa had queried whether your “second” parcel could be a separate buildable lot; and, I wanted to let you know that I have not ignored the matter, and that Bill and I have “discussed” it, as reflected in the emails below.

I have not concluded my analysis, but I wanted you to be aware of what was being discussed and have an opportunity to comment.

Also, I think that the Board, which had a lot split/subdivision question last month, will be discussing another one (or more than one) at this month’s meeting. Would you like to discuss your situation with the Board and see what response we get? (If you’re not inclined to do it now, we can do it later if you want.) I wanted to offer you that opportunity

Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2556
richard.neill@stlucievillagefl.gov

Please Note: Florida has a very broad public records laws. Most written communications to or from myself of Village officials regarding Village business are public records available to the public and media upon request. It is the policy of St. Lucie Village that all Village records shall be open for personal inspection, examination and/or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies

to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

From: Richard V. Neill, Jr.

Sent: Sunday, November 15, 2020 11:29 AM

To: 'William Thiess' <william.thiess@stlucievillagefl.gov>

Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>

Subject: RE: Rosa Lee Query

Bill,

I'm thinking that your last question may be the real question—even if they have appropriate easements, is that second lot a (separate, buildable) lot of record?

It is a lot of record in the general sense and seems to meet the general definition assuming it existed with a separate legal description before the 1995 ordinance was adopted; but, it doesn't have road frontage so it's non-conforming and, under our provisions on non-conformities, it doesn't meet both requirements to be a lot of record—"such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership".

I'll study this issue a little further.

One issue I see is that the 1995 Ordinance was adopted (just) before Pat and Rosa bought the property so their deeded legal doesn't confirm the pre-existence of the lot. I believe it pre-existed, but it looks like we need to go back to a prior sale to confirm.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: William Thiess <william.thiess@stlucievillagefl.gov>

Sent: Saturday, November 14, 2020 1:49 PM

To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>

Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: Rosa Lee Query

Richard,

I agree that the easement was intended to provide access to both parcels if they are under the same ownership. Since the easement was not mentioned under Parcel B, I would question whether the easement was intended to serve Parcel B if that parcel was sold to a different owner. If you assumed that it was intended to serve Parcel B under a different owner, you would have to assume that use of the dock would also apply to Parcel B under a different owner. I sincerely doubt that that was the intention. You would think that if it was, it would be specifically stated in the deed.

My next question would be how would the situation be changed if Pat and Rosa worked with Kyle Kelly and he agreed to specifically grant an easement over his property to a new owner of Parcel B. If Kyle would not agree to do this, I think it would be difficult to force it on him with the easement language in Pat and Rosa's deed. If he did agree to do it and Pat and Rosa also gave an easement over their property to Parcel B, would Parcel B then become a developable lot?

Bill

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Saturday, November 14, 2020 12:15 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: Rosa Lee Query

Bill,

Thanks for those good questions. You raise a point that I simply overlooked—an easement to parcel one isn't necessarily legally subject to use by parcel two.

Looks like the deed to Pat and Rosa (attached) conveys both parcels and includes an easement in connection with the improved property but not specifically in connection with the other lot.

If I owned the front (Kelly, I gather) lot which was subject to the access easement, I would feel entitled to object to any expansion of the use permitted, which was to provide access to the one parcel. But, given that all the property was bought by one deed, and there's no other access to the other lot, it's pretty logical to conclude that the intent was to provide access to both parcels.

What do you think based on the deed?

Let me know and I'll follow up with Rosa and see if there might be additional information which might be pertinent.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Saturday, November 14, 2020 11:23 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: Rosa Lee Query

Richard,

The Property Appraiser's map does indicate that neither of Pat and Rosa's lots have a driveway that extends to North Indian River Drive. It seems that the driveway to their south lot must have an easement across Kyle Kelly's property. I have several questions:

1. Is that easement described in their deed, Kyle's deed, or some other document?
2. Does the easement address the north parcel, or is there something in the deed for the north parcel that addresses access?
3. If there is no reference of access to the north lot in any document, how would access be addressed if the lot is split off as a separate buildable lot? Would it require Kyle Kelly's approval of a revised or separate easement and another easement from Pat and Rosa across their south lot, since that would appear to be the only practical way to access the lot?

Bill

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Saturday, November 14, 2020 10:57 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: FW: Rosa Lee Query

Bill,

I've got another lot split related query, this from Rosa Lee.

She and Pat acquired their property from the Goffs in June, 1995. It did and does comprise two Property Appraiser parcels with ID numbers 1428-503-0003-000/2 and 1428-503-0004-000/9.

I told her my initial thought that those lots were non-conforming in not having road frontage and that, being in the same ownership, they would be treated as a single buildable lot. I also told her I would look into it further.

Our provision (attached), in the 1995 Zoning Ordinance (which pretty much parrots the 1984 Zoning Ordinance), is that for a lot to be recognized as a "lot of record", "such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership" (emphasis added). My initial take is that because the lots are not "in separate ownership" they do not qualify as lots of record.

At the same time, these lots don't quite seem to fall in to the subsequent provision which would say they are considered "an undivided parcel" because that is the case for lots "with continuous frontage in single ownership", and neither of these lots has any frontage.

(I note that frontage is defined as, "all or a portion of a lot line that directly abuts an officially recorded street or separates property from a street, excluding alleys and private driveways".)

I am interested in your thoughts. I've expected that we will want to discuss Mary Fowler's situation in December and that might be an appropriate time for the Board to consider this issue.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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Laura Marotta

From: Richard V. Neill, Jr.
Sent: Tuesday, July 07, 2020 2:02 PM
To: William Thiess (william.thiess@stlucievillagefl.gov)
Cc: Donna Dennis; Laura Marotta
Subject: Mary Fowler property
Attachments: Map.PNG

Bill,

I spoke to Mary Fowler last week in relation to the properties at 3233 and 3241 North Indian River Drive, a map of which is attached.

As I understand it, she lives on the southern property which she bought, and built on, back before I was the Village Attorney. My understanding is that she has an easement benefiting that property and providing access to North Indian River Drive along the “flagpole” from the other property, which used to be her father’s.

What she is asking is whether she can convey the flagpole property so that it becomes part of the southern property. The northern property would then have an easement for access.

My feeling is that, legally, she can convey and divide her property anyway she wants. The question is what is the consequence.

Under the Zoning Ordinance, a subdivision involves the division of a parcel into three or more contiguous lots or the re-subdivision of a parcel that was subdivided after 1995. Accordingly, understanding these lots existed in the current configuration since at least the 1980s, I don’t see that it’s a subdivision that requires compliance with the Subdivision Ordinance—the consequence would be that there would be no further/future division of either property recognized by the Village unless she complied with that Ordinance.

There may be a more complicated issue related to non-conforming lots; but, before I go further, I am wondering if you have any basic thoughts on our approach.

Personally, I don't see any hard in connecting ownership of the "flagpole" to the South property. Either way you have two built/buildable lots back off NIRD with access via "flagpole".

What are your initial thoughts about the basic concept?

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Friday, October 9, 2020 11:33 AM
To: William Thiess (william.thiess@stlucievillagefl.gov); 'darlainflorida@yahoo.com'
Cc: Donna Dennis; Laura Marotta
Subject: 444 Waters Drive (Myers)
Attachments: ZO Section 3.12.2 (D).pdf

Bill,

I have been in communication with Darla Myers who owns the property at 444 Waters Drive. I told her that I would lay out my thoughts on her issue for her (she is copied on this email) and you.

The Parcel ID for her property is 1421-602-0015-000-2. It consists of two platted lots with a single family residence on it. It appears that the residence is located on the westerly lot and that the pool to its east is probably on both lots.

The question is whether, realizing that the pool could be an issue, the two lots could be separated and become separate buildable lots. She is sure that she looked into the issue earlier and was told that the property could be treated as two, buildable lots.

I cannot find a hard file, but what is on our server, indicates that I very likely communicated to her in June, 2010, as we were doing the Comp Plan and told her the Comp Plan would not affect that issue, but that I had not evaluated whether she could split the lots—I was willing to ask the Board about doing that. I have at least a vague recollection that she came to our office to review documents. We don't seem to think that we spoke at that time. Her recollection is that she did find information to support her position at that time; and, she states that she had also talked to Billy Hatcher about it and he indicated that, as long as she could meet setbacks, a split could be done.

Looking at this currently, I just don't see how the property can be divided into two buildable lots. I want to explain why so you can give any input and so Ms. Myers can review and evaluate the basis for my opinion.

I note that she and another person acquired title as joint tenants in 1994 and that she became sole owner by transfer from him in 1997. It appears to me that, even in 1994, the two lots were joined under this single Property Appraiser's Parcel ID number; and, the key problem is that (per the Property Appraiser) the lots, combined, only total .42 acres.

I have not checked the zoning prior to our 1995 Ordinance because I think the 1995 Ordinance answers the question in how it addresses non-conforming lots.

Pursuant to the 1995 Ordinance, the minimum lot size in the subject zoning district is .5 acres. We know that smaller, non-conforming lots, in existence when the 1995 Zoning Ordinance was adopted, were specifically recognized as being buildable.

But, there were two limiting provisions. The first is that, "such lot must be in separate ownership and not in continuous frontage with other lots in the same ownership."

Secondly, the same section, Section 3.12.2 (D), goes on to say:

If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record on the effective date of this Ordinance, and if all or part of the lots do not meet the requirements

established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Ordinance.

So, as I read this, the one provision says that the second lot wouldn't qualify as buildable because it is under the same ownership and has continuous frontage. And the other provision says the two lots would be considered an undivided parcel because they have single ownership, continuous frontage, and neither one meets the lot size requirement.

For reference, I am attaching a copy of Section 3.12.2(D) from the Zoning Ordinance.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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(D) Nonconforming Lots of Record

In any district in which dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record existing on the effective date of this Ordinance, notwithstanding limitations imposed by other provisions of this Ordinance. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variance of yard dimensions and requirements other than those applying to area or width, shall be obtained only through action of the Board of Adjustment.

If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record on the effective date of this Ordinance, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Ordinance.

Section 3.12.3 Grade of Residential Buildings

- (A) The minimum first floor elevation of all residential buildings shall be at least eighteen (18) inches above the crown of any street adjacent to the lot or shall meet the 100 yr. flood elevation, whichever is higher.
- (B) When topographical conditions are such that compliance with this subsection would be impracticable or cause grade level conditions detrimental to adjacent or nearby property, the Board of Aldermen shall grant relief from the provisions of this subsection.

Section 3.12.4 Building Spacing

(A) Purpose

The purpose of this section is to insure the minimum distance between any multiple family, hotel, or motel buildings and any other building or any property line shall be regulated according to the length and height of such multiple family, hotel, or motel building.

Law Offices
NEILL GRIFFIN MARQUIS, PLLC
311 South Second Street
Suite 200
Fort Pierce, FL 34950

Richard V. Neill+
Richard V. Neill, Jr. +☆
Renée Marquis-Abrams*
Ian Eielson Osking
Brandon M. Hale

Mailing Address:
Post Office Box 1270
Fort Pierce, FL 34954-1270
Telephone: (772) 464-8200
Fax: (772) 464-2566

*Board Certified Wills, Trusts, & Estates Lawyer
☆Certified Circuit Civil/County Court Mediator
+ Board Certified Civil Trial Lawyer
+ Of Counsel

December 9, 2020

Ms. Joy A. Scott
1222 Dayman Avenue
Fort Pierce, FL 34950

Re: Town of St. Lucie Village, Florida

Dear Ms. Scott,

I am writing as the Town Attorney for St. Lucie Village.

Complaints have been received advising that your property at 117 Yacht View Lane needs to be mowed due a badly overgrown yard.

Would you please mow the property? We can put this on the Board's agenda or bring it to the Code Enforcement Magistrate, but that shouldn't be necessary.

Thank you for your attention to this matter.

Very truly yours,


Richard V. Neill, Jr.

Enclosure
RVNjr/lam

Cc: William G. Thiess, Mayor
Donna Dennis, Clerk

Richard V. Neill, Jr.

From: Richard V. Neill, Jr.
Sent: Friday, November 20, 2020 4:23 PM
To: 'Carl Peterson'
Cc: William Thiess; Donna Dennis; Scott Dennis; Stephen Cooper; Laura Marotta
Subject: RE: 2304 N US 1

But, only as to the parking area, right?

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: Carl Peterson <carl.peterson@stlucievillagefl.gov>
Sent: Friday, November 20, 2020 1:41 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>; Stephen Cooper <scooper@scpeinc.com>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: Re: 2304 N US 1

I think the 50% in the ordinance eliminates meeting the requirements of the ordinance.

Carl Peterson BCA CFM
772-528-2777
Carl.peterson@stlucievillagefl.gov

Per F.S. 668.6076 Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

On Nov 20, 2020, at 12:20 PM, Richard V. Neill, Jr. <RNeillJr@neillgriffin.com> wrote:

Good day.

We found two provisions that seemed potentially applicable.

Subsection 3.64(B)(7) states:

Existing Off-Street Parking and Loading Lots When an off-street parking or loading lot existed as of the effective date of this Ordinance and such off-street parking lot is enlarged in area or capacity, the entire parking lot, both old and new, shall comply with this Ordinance.

Subsection 3.64(B)(8) states:

Required Landscaping for Existing Off-Street Parking When an off-street parking or loading lot existed as of the effective date of this Ordinance and the building that the parking or loading lot serves is reconstructed or remodeled in excess of fifty (50) percent of its value, landscaping shall be provided as set forth in this Ordinance.

These don't literally *grandfather* pre-existing situations, but say that, if you enlarge parking, the parking lot must come into compliance and that, if the building is improved to 50+% of value, landscaping is to be per the ordinance. So, grandfathering is implicit.

The first provision is clearly addressed to landscaping in the parking area only. The second does not actually say that it is addressing the parking area but the title line makes that clear. So, my conclusion would be that and any grandfathering is limited to the landscaping (or lack thereof) in the parking area.

In this case, I don't think that they've expanded parking, and I wouldn't think that the building has been improved by 50+% of value; so, (assuming I'm right on the value point) revisiting the landscaping in the parking area is not triggered. I don't think that there are other implications.

What do you all think when you read these provisions?

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Thursday, November 19, 2020 7:10 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>; Stephen Cooper <scooper@scpeinc.com>; Carl Peterson <carl.peterson@stlucievillagefl.gov>
Subject: RE: 2304 N US 1

Richard,

We should make the determination on grandfathered status. With no structural modifications on the building (none were permitted as far as I know) they would likely be below the 50% threshold that would put them in the grandfathered status. The building has been there since the 1970s. If they do meet grandfathered status, are they required to meet any criteria for landscaping? If not, perhaps what they are doing is adequate. It certainly looks better than what was there (or not there) and I was told they used all native landscape plants.

Bill

From: Stephen Cooper <scooper@scpeinc.com>
Sent: Thursday, November 19, 2020 6:13 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: 'Richard V. Neill, Jr.' <RNeillJr@neillgriffin.com>; Donna Dennis <donna.dennis@stlucievillagefl.gov>; Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: RE: 2304 N US 1

Hello Bill;

The sketch provided does not address the Village Landscape Code. I could spend hours going through and reciting the code against the sketch provided, or we could provide the Owner with the Code and tell them to redo the plan and address the non-residential application of the code, including lot area calcs, perimeter tree calcs, screening of all visible vehicular use areas, minimum buffers, etc.

To code is very specific on the irrigation requirements. We would need an irrigation plan to verify. If a well is proposed, we should get the associated SFWMD water use and SLC Health Dept well drilling permits to back it up.

To start with, 1.-7. Below should be completed. The landscape plan should be done like SLC or PSL or Ft Pierce, using a decent scaled base map. Th code requires area calcs, which would require a scaled plan showing the pavement limits, areas, boundaries and existing trees.

I worked on this site in the past. Arnold Surveying did the Boundary Topo back then. Maybe they can get with him and get a background survey to start with.
Just to go through some basic requirements;

Section 3.6.4 – Non residential to provide Florida #1 or better Quality (note on the plans)
1-12' x 5' x 2" DHB canopy tree to be provided for every 2,500 sf of lot area (or fraction thereof)

Note should be added to the plan that states the Owner shall be responsible for the maintenance and upkeep of the landscaping

Irrigation Plan with separate zones for turf and planting beds shall be provided

Species mix per Table 3

10' Buffer along ROW (Naco and US 1), 15' if the row frontage is over 100'

1 Tree / 30 ' along the ROW

Hedge to be placed along the interior row buffer line

Grass or other ground cover

10 buffer along other property lines

6' high buffer planting or 6' high masonry wall

1 tree/ 30'

Interior landscaping required based on 1 sf per 400 sf of offstreet parking area

1 tree/100 sf of offstreet parking area

Mandatory terminal islands including 1 tree each

Raised curbs to be provided

Demonstration of visibility triangles

Additional buffers between non-residential and residential uses

There are more specific requirements that need to be adhered to if the code applies to them

There is a section of the code (Under General Requirements which appears to grandfather old projects that existing prior to the code implementation. Code does not apply to them unless the site is reconstructed or remodeled in excess of 50% of it's value.

Do you think the site may be grandfathered? I won't do any more review unless it is determined the code applies to them.

Thx

Stephen Cooper, P.E.

Stephen Cooper, P.E. & Associates, Inc.

7450 South Federal Highway

Port St. Lucie, Florida 34952

(772) 336-2933 office

(772) 263-3904 cell

From: William Thiess <william.thiess@stlucievillagefl.gov>

Sent: Tuesday, November 17, 2020 10:13 AM

To: Stephen Cooper <scooper@scpeinc.com>

Cc: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; Donna Dennis <donna.dennis@stlucievillagefl.gov>;
Scott Dennis <scott.dennis@stlucievillagefl.gov>
Subject: FW: 2304 N US 1

Steve,

The attached sketch was submitted for a landscape plan at the new business on the NE corner of US1 and Naco Road (RV sales, parts, and service). The sketch falls well short of what will be needed to determine compliance with our landscaping requirements for commercial properties. The building and pavement are both existing, with the exception of a newly permitted storage shed in the central north portion of the property (not shown on this sketch). We are not requiring a full site plan submittal since this is an existing facility with minimal or no increase in impervious area, we are only requiring a landscaping plan.

We are requesting your review of this sketch with regard to meeting Village landscaping requirements for commercial properties and a listing of what additional information you will need to ascertain compliance. My initial thought on the insufficiency of this sketch is that we need a much better scaled drawing or aerial that includes the following information:

1. Property boundaries and bordering roads
2. Pavement limits
3. Fence locations
4. Building locations
5. Irrigation plan
6. Landscape plantings drawn to scale
7. Better notes on landscape plantings, including spacing and height

You may think of other items. The Village will cover your time on this and we will be reimbursed by the owner. Please let me know your time frame for completing this work once you have had time to assess the effort.

Thanks,

Bill

From: Richard Neill <>
Sent: Monday, November 16, 2020 5:21 PM
To: 7722164355@mms.att.net; accounting@nationalrvsales.net; stevemtrv@yahoo.com
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: 2304 N US 1

Receipt acknowledged.

Just confirming that, per your request, I will submit this at or for the meeting tomorrow night.

At least for this month, the Village Board is back to physical meetings at the Village Hall, which we have always done without any phone or virtual connection.

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2556
richard.neill@stlucievillagefl.gov

Please Note: Florida has a very broad public records laws. Most written communications to or from myself of Village officials regarding Village business are public records available to the public and media upon request. It is the policy of St. Lucie Village that all Village records shall be open for personal inspection, examination and/or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

From: 7722164355@mms.att.net <7722164355@mms.att.net>

Sent: Monday, November 16, 2020 5:11 PM

To: Richard Neill <richard.neill@stlucievillagefl.gov>; accounting@nationalrvsales.net; stevemtrv@yahoo.com

Subject:

Prepared by and return to:

Richard V. Neill Jr.

Neill Griffin Marquis, PLLC

311 S 2nd Street, Suite 200

Fort Pierce, FL 34950

(772) 464-8200

Parcel ID #: 1421-862-0000-100-9

[Space Above This Line For Recording Data]

MAINTENANCE ACCESS EASEMENT
AGREEMENT

THIS MAINTENANCE ACCESS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between River Woods Property Owner's Association, Inc., whose address is 3695 River Woods Drive, Ft. Pierce, FL 34946 ("Grantor") and Town of St. Lucie Village, Florida, an incorporated municipality, whose address is 2841 N. Old Dixie Hwy., Ft. Pierce, FL 34946 ("Grantee") with reference to the following:

A. Grantor owns that certain real property located in St. Lucie County, Florida, which is described as Tract "A" on the Plat of River Woods Subdivision, which is recorded at Plat Book 18, page 4, of the Public Records on St. Lucie County, Florida, ("Grantors' Property").

B. Grantee is the owner of that certain real property adjacent to Grantor's Property, which is described ~~on~~ in the deeds attached as Exhibit A attached hereto ("Grantee's Property").

C. Grantee has requested that Grantor allow Grantee to access the south portion of Grantee's Property through Grantor's property, for the purposes of maintaining Grantee's Property and the ditch lying in the drainage and utility easement which runs east and west along the north boundary of said subdivision.

D. Grantor is willing to accommodate Grantee's request, subject to the terms and conditions of this Agreement, and as more particularly described below.

Now therefore, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The above recitals are true and correct and, together with the exhibits attached hereto, are incorporated in this Agreement by reference.

2. Grant of Maintenance Access Easement. Grantors hereby grants and conveys to Grantee, its ~~tenants~~, licensees, successors and assigns (including without limitation St. Lucie County, Florida), for the benefit of and appurtenant to Grantee's Property, a non-exclusive easement on, over, across Grantor's Property for purposes of accessing and maintaining Grantor's Property and/or the referenced ditch but only as more particularly described and limited on attached **Exhibit B** ("Easement"). Grantor and Grantee each agree to the terms of Exhibit B.

3. Use of Grantor's Property. Grantor reserves unto itself, and its successors and

assigns, all rights and privileges with respect to the property over which this Easement ("**Easement Area**") is granted, provided the exercise of such rights and privileges do not interfere with the exercise of the Easement granted in this Agreement and described and limited at Exhibit BC.

4. Term of Easement; Covenant Running with the Land; Binding Effect. The Easement and this Agreement shall run with the land and be binding to and inure to the benefit of all of Grantee's successors and assigns.

5. Indemnification: Grantee hereby indemnifies and holds Grantor harmless from any and all liability for damages to persons or property incurred as a result of Grantee's use of its easement rights and the allowed activities; provided, however, that nothing herein shall be deemed a waiver of sovereign immunity or an agreement to indemnify Grantor for its own negligence or its use of the Easement Area, including by its agents or permittees.

6. No Third Party Beneficiaries. This Agreement is for the benefit of the parties only, and no third party shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of the Easement, and supersedes all previous negotiations and agreements.

8. Grantors Title. Grantors represent and warrant to Grantee that Grantors own fee simple title to the Grantors' Property free and clear of all liens, mortgages, restrictions and encumbrances.

9. Attorneys' Fees. In the event litigation is required by either party to enforce the terms of this Agreement or for declaratory judgment, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys', paralegals' and legal assistants' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings.

SIGNATURE PAGES FOLLOW

[Grantors Signature Page.]

IN WITNESS WHEREOF, Grantors and Grantee have caused these presents to be duly executed as of the dates provided below.

Signed and delivered
in the presence of:

GRANTOR:

**River Woods Property Owner's
Association, Inc.,**
a Florida Corporation

Signature of Witness #1

By: _____
Levi Heffelfinger, President

Typed/Printed Name of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of September, 2020, by Levi Heffelfinger, President of River Woods Property Owner's Association, Inc., a Florida Corporation, on behalf of said company, who ☐ is personally known or ☐ has produced a driver's license as identification.

NOTARY PUBLIC

Print or Stamp Name
My Commission Expires: _____

(NOTARY SEAL)

[Grantee's Signature Page]

Signed and delivered
In the presence of:

GRANTEE:

Town of St. Lucie Village, Florida,
an incorporated municipality

Signature of Witness #1

By: _____
William G. Thiess, Mayor

Typed/Printed Name of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of September, 2020, by William G. Thiess, Mayor of Town of St. Lucie Village, Florida, an incorporated municipality, on behalf of said municipality, who ☐ is personally known or ☐ has produced a driver's license as identification.

NOTARY PUBLIC

Print or Stamp Name

My Commission Expires: _____

(NOTARY SEAL)

Exhibit A

See attached Deeds

Exhibit B

This Maintenance Access Easement provides access to and across, and the right to improve and maintain, the Easement Area, but only as reasonably necessary for maintaining Grantee's Property and the ditch lying in the drainage and utility easement which runs east and west along the north boundary of the referenced subdivision, including without limitation:

- (a) Removing the wooden foot bridge and arch at the north end of Anchor Way, placing a culvert in the ditch, and backfilling with road rock or other suitable material that will support truck or equipment traffic to support stabilizing a maintenance path on the north side of the ditch with shell rock or other suitable material, if Grantee chooses to establish such a maintenance path.
- (b) Extending Anchor Way to the north into or through the Easement Area and paving the same.

PROVIDED, HOWEVER, the rights here granted are limited and subject to the following terms and conditions:

- 1. Any maintenance path, as referenced above, shall be the minimum reasonably necessary to efficiently maintain the ditch.
- 2. Grantee shall install a locking gate in the Easement Area to stop unauthorized vehicles from crossing the culvert, entering into the north side of the ditch.
- 3. The Easement Area shall only be used for access to River Woods ditch maintenance and Donald B. Moore Preserve/St. Lucie Village Heritage Park maintenance only.
- 4. That ~~athree~~ gate keys shall be provided to Grantor, which may provide keys to the residents on either side of the Easement Area, for the sole purpose of accessing the ditch so they can access their ditches for future cleaning, and not for entering Grantee's Property; and, Grantee may provide keys or separate lock access to St. Lucie County and St. Lucie Fire District and St. Lucie County shall also have gate keys.
- 5. ~~That Any~~ access and maintenance by Grantee on the Easement Area shall be at Grantee's sole cost and expense and at Grantee's risk.
- 5-6. That the Easement shall not be used for public parking or public access to Grantee's Property.

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Laura Marotta

From: Richard V. Neill, Jr.
Sent: Tuesday, December 01, 2020 9:22 AM
To: William Thiess; joeginanoelke@bellsouth.net
Cc: Donna Dennis; Laura Marotta; Diana Marotta
Subject: RE: 4022 N US-1 (Poulos)

Thanks, Bill.

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Tuesday, December 1, 2020 8:54 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>; joeginanoelke@bellsouth.net
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; Diana Marotta <DMarotta@neillgriffin.com>
Subject: RE: 4022 N US-1 (Poulos)

Richard,

I think that developing the lot as a commercial facility and leasing storage back to himself would be the best way to go forward with this, if Joe decides to go forward and going through the site plan review process is not prohibitively expensive. Developing the lot as a residential use has too many zoning and other issues. Seems like leasing indoor storage from Seacoast Storage or outdoor storage at another storage facility would be easier and possibly less expensive, even if Joe had to build the outdoor storage cover at his own expense.

Bill

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Monday, November 30, 2020 4:32 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>; joeginanoelke@bellsouth.net
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; Diana Marotta <DMarotta@neillgriffin.com>
Subject: 4022 N US-1 (Poulos)

Bill and Joe,

Joe had asked whether he could use the referenced property--after removing the existing structure(s)—to build a metal structure in which to store his motorhome.

The lot is zoned commercial and does not meet the requirements in our Zoning Ordinance. It is too small, being less than the 10890 SF required, and too narrow, that is less than the 75 ft required. In relation to residential lots, we have a provision for non-conforming lots of records in 1995 being buildable, but we do not have a similar provision that relates to commercial lots.

If Joe has the property under contract, he would have standing to seek a variance. Because the lot size provisions are in Section 3 of the Zoning Ordinance, they would technically be subject to a variance; however, the property is currently in residential use, so a variance would not be justified by inability to use the property. I would also be reluctant for the Board of Adjustment to get into granting relief from lot size requirements. That seems a dangerous precedent.

The other thing I wanted to note, just so Joe is aware, is that site plan submittal and review would be required for development of that lot. That does involve a \$1500 application fee, the applicant paying for our engineer's time, and presenting a formal site plan, landscaping plan, addressing drainage, parking and the like.

A final but important question is whether storing your own RV on a property is commercial use. I don't think so but, if the property was developed and permitted as a storage facility or warehouse, and particularly if one was able to lease part of the space to a third party, having yourself or a related entity landlord or tenant could suffice.

I told Joe earlier this afternoon that I didn't think that this lot really worked for him; but, I'd already drafted this email and wanted Bill in the loop too.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

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Laura Marotta

From: Melissa Harnage <melissa@stlucietitle.com>
Sent: Monday, December 07, 2020 9:44 AM
To: William Thiess; Richard Neill
Cc: Donna Dennis; Laura Marotta
Subject: RE: 3315 North Indian River Drive

Thank you everyone, my underwriter has cleared my requirement. I appreciate your help!

Hope you all have happy holidays!

Melissa Harnage

Escrow Closing Officer
St. Lucie Title Services, Inc.
(V) 772-466-5238
(F) 772-466-5294

<http://www.stlucietitle.com>

<https://ssl.datamotion.com/>

To send me a secure email use this link: <https://securecontact.me/melissa%40stlucietitle.com>

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Sunday, December 6, 2020 6:20 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>; Melissa Harnage <melissa@stlucietitle.com>
Subject: RE: 3315 North Indian River Drive

Richard,

I was down there at the SE corner of this property this afternoon. The survey agrees with my observations at the site, with the paved road curving into the property and aligning with the driveway that is within the south fence line (and presumed property line) of this parcel. All of the "10' Paved Roadway" shown on the survey was included in the pavement overlay this past summer and it will continue to be maintained by St. Lucie Village going forward.

Bill

From: Melissa Harnage <melissa@stlucietitle.com>
Sent: Friday, December 4, 2020 9:16 AM
To: Richard Neill <richard.neill@stlucievillagefl.gov>; William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: 3315 North Indian River Drive

Good morning, please see attached for the latest survey. I am hoping based on the attached survey you are able to confirm the Village maintains the roadway up to the property.

Thank you,

Melissa Harnage

Escrow Closing Officer
St. Lucie Title Services, Inc.
(V) 772-466-5238
(F) 772-466-5294

<http://www.stlucietitle.com>

<https://ssl.datamotion.com/>

To send me a secure email use this link: <https://securecontact.me/melissa%40stlucietitle.com>

From: Richard Neill <richard.neill@stlucievillagefl.gov>

Sent: Friday, November 13, 2020 9:45 AM

To: William Thiess <william.thiess@stlucievillagefl.gov>

Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Melissa Harnage <melissa@stlucietitle.com>; Laura Marotta <LMarotta@neillgriffin.com>

Subject: RE: 3315 North Indian River Drive

Thanks, Bill. For our information, Melissa, do you have a survey showing the termination of pavement? Richard

From: William Thiess <william.thiess@stlucievillagefl.gov>

Sent: Tuesday, November 10, 2020 4:43 PM

To: Richard Neill <richard.neill@stlucievillagefl.gov>

Cc: Donna Dennis <donna.dennis@stlucievillagefl.gov>; Melissa Harnage <melissa@stlucietitle.com>

Subject: RE: 3315 North Indian River Drive

Richard,

I suspect that the pavement does extend to the property boundary, but that would be difficult to determine for certain without some survey markings or corner monuments in the vicinity. I base my belief on the pavement extending to the west-bound driveway at the end of the pavement and my assumption that the driveway should be within the Moore property and not on the adjacent property to the south. Perhaps the current owners have a survey that would show that.

Bill

From: Melissa Harnage <melissa@stlucietitle.com>

Sent: Tuesday, November 10, 2020 3:32 PM

To: Richard Neill <richard.neill@stlucievillagefl.gov>

Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>

Subject: RE: 3315 North Indian River Drive

Thank you.

Melissa Harnage

Escrow Closing Officer
St. Lucie Title Services, Inc.
(V)772-466-5238
(F) 772-466-5294
<http://www.stlucietitle.com>
<https://ssl.datamotion.com/>

To send me a secure email use this link: <https://securecontact.me/melissa%40stlucietitle.com>

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Tuesday, November 10, 2020 3:23 PM
To: Melissa Harnage <melissa@stlucietitle.com>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Donna Dennis <donna.dennis@stlucievillagefl.gov>
Subject: RE: 3315 North Indian River Drive

Ms. Harnage,

The Village maintains (by periodically paving) NIRD beyond the point at which there is recorded right of way but I don't know whether the pavement extends to the Moore property boundary, so I am copying the Mayor, Bill Thiess, and asking if he can confirm whether Village paving extends to the Moore property or otherwise respond to your query . . . ?

Regards,

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2556
richard.neill@stlucievillagefl.gov

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From: Melissa Harnage <melissa@stlucietitle.com>
Sent: Tuesday, November 10, 2020 3:17 PM
To: Richard Neill <richard.neill@stlucievillagefl.gov>
Subject: 3315 North Indian River Drive

Hello Mr. Neill, I am working on a transaction for 3315 North Indian River Drive (H.B. and Gloria Moore Property) and need to obtain confirmation on road maintenance to satisfy my underwriters requirement to verify access. I need to clarify St. Lucie Village does maintain N. Indian River Drive up to the Moores property boundary line for 3315 North Indian River Drive. Can you confirm this accurate or can you point me to the person that would be able to confirm?

Thank you,

Melissa Harnage
Escrow Closing Officer
St. Lucie Title Services, Inc.
800 Virginia Ave, Suite 47
Fort Pierce, FL 34982
(V)772-466-5238
(F) 772-466-5294
Agent License E117208
Office License E035515
<http://www.stlucietitle.com>
<https://ssl.datamotion.com/>

To send me a secure email use this link: <https://securecontact.me/melissa%40stlucietitle.com>

Please note all funds for closing need to be in the form of a wire. Wire instructions will be provided at the same time that you are provided with closing figures.

WARNING: DO NOT ACCEPT ANY WIRE INSTRUCTIONS WITHOUT CALLING OUR OFFICE AT A KNOWN NUMBER FOR CONFIRMATION. WE HAVE BEEN ALERTED OF CLONED EMAILS IN THE INDUSTRY, CONTAINING FRAUDULENT WIRE INSTRUCTIONS.