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

April 15, 2021

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

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

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

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

Ms. Ingrid M. Van Hekken
304 Anchor Way
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 April 20th meeting.

1. Shade Tree Studio Demolition, Sale or Lease. Bill has received proposals for the demolition of Shade Tree Studio. Copies of the three proposals are enclosed. There may still be interest on the part of Susan Copeland in purchasing the property. Leasing might still be a consideration.

2. Parks MSTU Budget Amendments. The amended budget for 2019-2020 and fourth amended 2020-2021 budget were approved. A draft fifth amended 2020-2021 budget is enclosed. We've added the $1,500.00 expense for erosion control at the park entrance which you approved in March.

3. Proposed Correspondence to County Administrator. Enclosed is a proposed letter to County Administrator, Howard Tipton, regarding road work in St. Lucie Village. Bill and I consulted on this.

4. Board of Adjustment. Rosa Lee and Warren Falls are up for re-appointment. Ms. Lee has sent the enclosed letter resigning her seat on the Board. We'll need to address these positions in May.

5. Public Transportation Interlocal Agreement. Bill has attended a meeting with the County regarding suggested revisions to the Interlocal Agreement. A copy of Bill's email and attachment is enclosed.

6. Noise and operations Monitoring System (Airport). Bill emailed Stan Payne regarding an update on the airport's Noise and Operations Monitoring System, particularly with regard to the anticipated date that it will be operational and getting Mr. Payne to one of our meetings. A copy of their email exchange is enclosed.

7. Renewal of Magistrate Contract. The Board approved renewal of Fran Ross' contract. I have drafted a confirmatory document and emailed it to Ms. Ross—copies enclosed.

8. Election. I gather that no positions were contested and expect that all papers were submitted. The Clerk of Court will come to May's meeting for the swearing in.

9. Lot Split/Subdivision Questions. Rosa Lee has asked if we can revise their letter, and I am still in the process of reviewing that. I'm also looking at a question from Bob Barclay.

10. Northside Nursery Property (Sun Camper). Bill, Carl and I met with Steve Cooper to discuss this matter. We reviewed the process that should apply; and, the enclosed memo was circulated. My follow-up email (with enclosure) to Mr. Danks is enclosed.

11. Lien Queries. Mary received a lien query from Skylar Prichard regarding 2825 N. Indian River Drive. My response is enclosed.

I also consulted with Bill and Carl and responded verbally to an additional query on that property.

12. Zoning Queries. Pat Cochran had a query regarding horses being allowed on his property. A copy of my email to him is enclosed.

13. Strip of Land in Rivergate Estates (Jessup). I've not heard anything further on this matter.

14. AAF/Brightline Update. I do not have an update at this point, but I did forward permits and plans to you on March 31.

15. Cargo/shipping Containers. My associate, Ian Osking, is drafting an ordinance on this issue.

16. Wetlands Issues. Ian has also been helping me evaluate how the Village should consider wetlands issues, and I'm getting unput from Bill and Carl as well.

17. Vacation Rentals. Despite my intentions, I've gotten bogged down in the above matters and haven't had time to devote to this issue. At this point, I think that we may as well see what the legislature does before taking action.

18. Comprehensive Plan Amendment. We need to follow up on the map revisions; but, we also need to address the EAR previously submitted, I have asked Ian to help me on this.

19. 2304 N. U.S. 1 (Deese). I will follow up on this.

20. 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.

21. 2450 N. U.S. 1 (Top Notch). I will need to address this with you.

22. Codification of Zoning Amendment. I reviewed this issue, conferred with Bill, and have contacted Ms. Mazzarella regarding moving this forward. I need to follow up.

23. 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.

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

25. 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.

26. 2825 North Indian River Drive (VanCotthem). This property may have sold. I'll drop it as a separate item.

27. 215 Hunt Avenue (Burgess) Annexation. Ordinance 2021-1 has been recorded and copies have been provided to the appropriate governmental entities. I'll drop this item.

28. 3304 N. U.S. 1 (Keaton). The Board declined to conceptually approve the proposal. I'll drop this item.

29. River Woods Ditch/Park Entrance. A copy of the fully executed, recorded easement is enclosed. I'll drop this item.

30. St. Lucie School. I have nothing pending and will drop this item.

31. Referrals to Special Magistrate: The unresolved matters remain:

    a. 4050/4058 N US 1 (Zito)
    b. 2450 N US 1 (Top Notch Marine)
    c. 3429-3463 Old Dixie (Danks)
    d. 3100 N. US 1 (Sarasola)

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/lam
Enclosures

cc: Mary Fowler, Clerk (w/encls.)
Cathy Townsend (w/encls.)
Wesley Taylor (w/encls.)

L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.

Woman & Minority Business Entity
7 Harbour Isle Drive East 204 **Fort Pierce, Florida 34949**
Phone: (772) 461-4545
Fax: (772) 461-2225

PROPOSAL
February 25, 2021

Town of Saint Lucie Village
Post Office Box 3878
Fort Pierce, Florida 34948

Attention: Bill Thiess@aol.com

Re: Complete Demolition
Location: 2900 North Old Dixie Highway, Town of Saint Lucie Village, Florida

L.E.B. Demolition & Consulting Contractors, Inc. proposes to furnish per contract agreement all labor and equipment for the demolition and removal of debris generated by the above referenced job. All debris will be transported to a class I-III landfill, dump fees shall be included. L.E.B. Demolition & Consulting Contractors, Inc. will send notification to Florida Department of Environmental Services. Owner will provide ACM Survey.

Scope of Work:
Complete demolition of existing structure to include.
Demolition and removal building, slab, and footers
Miscellaneous debris excluding any and all liquid containing vessels (buckets, cans, etc.) in building
L.E.B. Demolition will provide necessary permitting
Excluding any and all FEC permitting as required for demolition to be completed

PLEASE READ EXCLUSIONS

Exclusions:
ACM Survey and/or abatement of any type
Capping of wells, sewer or water services
Pumping and removal of septic tanks
Pumping and removal of grease traps / drain fields
Any and all hazardous abatement of any type (tanks above ground or underground)
Any and all damage to utilities, underground or overhead
Any and all utility disconnects or capping of utilities or gas
Any and all types of shoring that may be needed
Any and all engineering layouts for saw-cuts
Any and all damage to existing electrical in ceiling
Any and all damage to sprinkler system located in ceiling
Any and all dust control, water proofing, noise, fumes or odor protection
Any and all damage to sidewalks, sprinklers, roadways, parking lots or grass including trees
Any and all silt fencing, safety fencing, barricades, or weather protection that may be needed
Any and all unforeseen conditions that may occur during demolition work
Any and all unforeseen conditions under slab
Any and all work in public space
Any and all hazardous and toxic waste
Any and all fill dirt that may be needed
Any and all land clearing

We hereby propose to furnish labor and material - complete in accordance with the above specifications.
Any alteration or deviation from above specifications will become an extra charge over and above the estimate.
The information provided in this proposal is not for public consumption. This proposal subject to acceptance within seven days and is void thereafter, at the option L.E.B. Demolition & Consulting Contractors, Inc.

For The Sum of: FOUR THOUSAND SIX HUNDRED AND 00/100 Dollars	$4,600.00
Alternate I: ACM Survey per Florida Department Environmental Protection	$1,500.00
Alternate II: Building only / Slab to remain	$3,300.00

Fifty percent (50%) of total upon acceptance and award of contract.

No retention's to be held. L.E.B. Demolition & Consulting Contractors, Inc. reserves all salvage rights to property.
Salvage rights to commence when job is awarded.

Authorized Signature: Danielle A. Beckford
Danielle A. Beckford, President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.
Proposal must be signed and returned before any demolition work will begin.

ACCEPTED:
DATE: _____ SIGNATURE _____

Proposal

Environmental Land Development Inc
201 Campbell Road
Fort Pierce, FL 34945
772-466-2270 FAX 772-462-2208

Date: 2/23/2021

Proposal

Customer ID:

To: Town of St. Luci Village
Bill Thiess
772/559/2835

william.thiess@stlucievillagefl.gov

Salesman	Job	Terms
Will	Demo of 2900 Old Dixie	Net 30

Quantity	Description	Unit Price	Amount
1.00	complete demo of the building and removal except the concrete slab including dump fees	$ 5,000.00	$ 5,000.00
1.00	demo and haul out concrete slab	1,500.00	1,500.00

Total $ 6,500.00

Make all checks payable to Environmental Land Development Inc.

Thank you for your business!

P&C Construction of the Treasure Coast, LLC
P.O. Box 4343
Fort Pierce, FL 34948

Phone # 772-216-8900 pcconstructiontc@aol.com
Fax # 772-461-0095

Estimate

3/19/2021	706

Bill Thiess
2900 Old Dixie Highway
Fort Pierce, FL

Item	Description	Total
	Demolition of Structure at 2900 Old Dixie Highway	
22 Specialty	Demolition and Removal of Structure	8,168.00
	ADD Fill Dirt $175.00 per Load Sod 1 Semi Load $2,200.00 Asbestos Survey $1,500.00 (Asbestos Abatement Cost to be Determined by Survey)	

Signature	$8,168.00

FIFTH AMENDED
BUDGET -- PARKS MSTU
10/1/20 -- 9/30/2021
Approved:_____

Revenues:

Balance Brought Forward as of 9/30/2020	$ 82,296.72
Deposit SLC – 11/25/20	$ 724.00
Deposit – SLC (budget estimate)	$ 15,000.00
Total Revenues and Balance:	**$ 98,020.72**

Expenditures:

Reimburse SLV for funds advanced for capital improvements at St. Lucie School (see materials attached to Amended Budget)		$10,000.00
Reimburse St. Lucie School Board for funds expended for capital improvements (see materials attached to Amended Budget)		$4,440.47
Additional capital improvements at St. Lucie School:		
AC unit for north classroom	$4,685.00	
Atic insulation over classroom	$2,500.00	
Roof and related improvements		
Reimburse general fund	$3,683.50	
Pay balance	$3,683.50	
Plumbing improvements	$3,500.00	
Anchor Way Park Entrance:		$18,052.00
Culvert	$1,900.00	
Gate	$1,998.00	
Paving	$11,048.00	
Erosion Control	$1,500.00	
		$16,446.00
Ending Balance		$49,082.25
Total expenditures and Balance:		**$98,020.72**

April 21, 2021

Howard Tipton, County Administrator
2300 Virginia Avenue
Fort Pierce, FL 34982

Re: Road Work in St. Lucie Village/Joint County-Village Meeting

Dear Howard,

On behalf of our Board of Aldermen and our residents, I would like to thank you and your staff for moving up the schedules to address deficiencies in pavement conditions on Torpey Road, Euclid Street, and Old Dixie Highway in St. Lucie Village. The completed work has made a significant improvement in the condition of these roads and has addressed safety issues posed by deteriorated pavement and standing water. I have received numerous positive comments on the improvements and wanted to pass that along to you and your staff.

I would also like to express our appreciation for your arranging the joint meeting of our boards on February 4. This was the first joint meeting of County and Village boards that I can recall, and it afforded an excellent opportunity to have face-to-face discussions on issues of importance to the Village and the County. This was an excellent idea, and hopefully we can continue it in the future. The County's quick response in addressing deficiencies in County roads within the Village was a direct result of this meeting and I believe we will make progress on the other issues we discussed as well. Stan Payne has updated us on the Noise and Operations Monitoring System and related activity, which is appreciated. We hope to schedule Stan for an update on this system at our May 18 meeting.

Bill Thiess, Mayor

c: Linda Bartz
Chris Dzadovsky
Frannie Hutchinson
Sean Mitchell
Cathy Townsend
Mark Satterlee
Don West
Chris Lestrange
Stan Payne
St. Lucie Village Board of Aldermen

3117 N. Indian River Drive
Ft. Pierce, Florida 34946
March 24, 2021

To: Richard V. Neill, Jr.
Jim Van Hekken
Warren Falls
Ronnie Rohn
George Dugan, Esq.

Re: Board of Adjustment

I, Rosa T. Lee, hereby resign my seat on the Board of Adjustment as of April 1, 2021.
It's been both enlightening and interesting!
Thanks to each of you.

Rosa T. Lee

F 3/23

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Wednesday, April 14, 2021 9:12 AM
To: Laura Marotta
Subject: Public Transportation Interlocal Agreement
Attachments: Public Transit MSTU_St. Lucie Village Interlocal Agreement.pdf

Importance: High

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Wednesday, April 14, 2021 7:33 AM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Cc: Laura Marotta <LMarotta@neillgriffin.com>; Mary Fowler <mary.fowler@stlucievillagefl.gov>
Subject: FW: Public Transportation Interlocal Agreement

Richard,

You or I should probably mention this at our meeting next week. When I met with these folks Monday afternoon, they said that they would be glad to send staff to one of our future meetings to present this and answer questions. That would likely be after the suggested revisions are incorporated into a new draft agreement.

Bill

From: Murriah Dekle <DekleM@stlucieco.org>
Sent: Tuesday, April 13, 2021 9:49 AM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Diana Wesloski <WesloskiD@stlucieco.org>; Adolfo Covelli <covellia@stlucieco.org>; Howard Tipton <TiptonH@stlucieco.org>; Alphonso Jefferson <JeffersonAL@stlucieco.org>; Heather Young <youngh@stlucieco.org>
Subject: Public Transportation Interlocal Agreement

Mayor Thiess,

Thank you for your time yesterday. The existing interlocal agreement is attached. The only suggested revisions we offer at this time are:

- **Section 4. B. Public Transit** – update the language to strike the dated planning documents and supplement with general language to cite current, adopted transportation planning documents
- **Section 7. Termination** - Extend the date by twenty years for continuity with the recently adopted 2045 St. Lucie County Long Range Transportation Plan and the ten year planning horizon of the St. Lucie County Transit Development Plan

Best regards,

Murriah

Murriah Dekle, MPA | Division Director | Transit Division
Ph: 772-462-3065 | Cell: 772-971-0500 | 437 N. 7th Street Fort Pierce 34950
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

#C03-05-336

INTERLOCAL AGREEMENT
BETWEEN
TOWN OF ST. LUCIE VILLAGE and
ST. LUCIE COUNTY
(PUBLIC TRANSIT MSTU - 2003)

THIS AGREEMENT (the "Agreement") is made and entered into this 20 day of May, 2003, by and between the Town of St. Lucie Village, a Florida municipal corporation (hereinafter the "Village"), and St. Lucie County, a political subdivision of the State of Florida (hereinafter the "County").

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, the County is a political subdivision of the State of Florida and given those powers and responsibilities enumerated in Chapter 125, Florida Statutes; and,

WHEREAS, the County and the Village are empowered to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes; and,

WHEREAS, on January 28, 2003, the County adopted Resolution No. 03-21, which established a Municipal Services Taxing Unit ("MSTU") for public transit and non-motorized transportation that would levy an ad valorem tax at a rate not to exceed ¼ mill per annum for a term of no longer than 20 years (hereinafter referred to as the " Public Transit MSTU"); and,

WHEREAS, on April 22, 2003, the County adopted Resolution No. 03-65 which amended Resolution No. 03-21 by deleting the provision for non-motorized transportation from the Public Transit MSTU; and,

WHEREAS, Resolution No. 03-65 shall take effect upon the enactment by the City of Fort Pierce City Commission, the City of Port St. Lucie City Council and the Town of St. Lucie Village Board of Alderman of ordinances consenting to the inclusion of their respective entity within the boundaries of the Unit on or before June 1, 2003; and,

WHEREAS, the County and the Village desire to enter into this Interlocal Agreement to allocate the proceeds of the MSTU to the County and the Village.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2216802 OR BOOK 1729 PAGE 1802
Recorded:06/10/03 10:13

Ret: County atty

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. GENERAL

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal, or written, between the parties hereto. The above recitals are true and correct.

2. CONSENT TO INCLUSION OF VILLAGE WITHIN MSTU

The Village agrees to hold public hearings on or before June 1, 2003 and consider the adoption of an ordinance consenting to the inclusion of the boundaries of the Town of St. Lucie Village within the boundaries of the Public Transit MSTU created by the County for a period of 20 years from January 1, 2003.

3. COLLECTION OF TAXES WITHIN THE VILLAGE

In the event that the Village adopts an ordinance consenting to the inclusion of the Village within the MSTU and thereafter the County levies and collects taxes within the Village for purposes of the Public Transit MSTU, the County shall allocate the taxes levied and collected pursuant to the Public Transit MSTU in the amounts as determined by Paragraph 4 herein.

4. ALLOCATION OF MSTU PROCEEDS

A. General. The parties agree that each year during the term of this Agreement the County shall establish a separate budget for public transit services within the Public Transit MSTU.

B. Public Transit. The parties agree that the taxes levied within the MSTU shall be allocated to fund the budget established for public transit services. To insure that the residents of the City receive an equitable share of public transit services, the County shall determine each year the estimated cost of providing public transit services for the ensuing County fiscal year within the boundaries of the unit based upon the St. Lucie Urban Development Plan 2002-2006, 2025 Long Range Transportation Plan, and the "Fixed Route Transit Funding Issues in St. Lucie County" report adopted by the St. Lucie Metropolitan

OR BOOK 1729 PAGE 1803

Planning Organization, and subsequent amendments to such plans. On or before November 1st of each year during the term of this Agreement, the County shall provide an annual report to the Village indicating the transit services provided to the Village during the previous year. For the period October 1, 2003 through and including September 30, 2008, the amount of taxes levied within the MSTU shall not exceed .175 mills. The funds allocated for public transit services shall be retained by the County and shall be transferred by the County to the approved provider of public transit services pursuant to a contract between the County and the approved public transit service provider.

5. INDEPENDENT AUDIT

An annual independent audit of the revenue receipts and expenditures shall be performed annually. The County shall select and contract with the auditor. The cost of the audit shall be paid from the total annual MSTU proceeds received from the Tax Collector.

6. TERM OF AGREEMENT

This Agreement shall be effective beginning on the date the County and the Village approve this Agreement and shall continue unless terminated herein.

7. TERMINATION

This Agreement shall terminate automatically upon mutual written agreement of the parties or upon failure of the Village, the City of Fort Pierce or the City of Port St. Lucie to consent by ordinance as provided in Paragraph 2. If the Village consents by ordinance to the inclusion of the Village within the MSTU, this Interlocal Agreement shall terminate on December 31, 2023. Either party may terminate the Agreement with one year's prior written notice to the other party; in the event of termination by either party, the termination shall be effective on January 1 of the year subsequent to one year from the notice of termination.

8. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the COUNTY:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

As to the Village:

Town of St. Lucie Village
2841 North Old Dixie Highway
Fort Pierce, Florida 34946

With a copy to:

Richard V. Neill, Jr.
Neill Griffin Fowler Tierney Neill & Marquis
311 South Second Street
Fort Pierce, Florida 34950

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

9. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

10. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

11. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

OR BOOK 1729 PAGE 1805

12. INVALIDITY OF PROVISIONS

The invalidity of one or more of the phrases, sentences, clauses, or Articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

13. WHOLE UNDERSTANDING

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

14. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

15. EFFECTIVENESS

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted below.

OR BOOK 1729 PAGE 1806

ATTEST:

Diane L. Orme

Clerk

TOWN OF ST. LUCIE VILLAGE, FLORIDA

BY: William H. Ames

Mayor

APPROVED AS TO FORM AND CORRECTNESS

BY:

Village Attorney

Date: 5/20/03

OFFICIAL SEAL

g:\atty\agreemnt\interloc\slv-public transit.wpd

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:

Deputy Clerk

BY:

Chairman

Date: 5/20/03

APPROVED AS TO FORM AND CORRECTNESS:

BY:

County Attorney

g:\atty\agreemnt\interloc\slv-publ c transit.wpd

OR BOOK 1729 PAGE 1807

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Friday, March 19, 2021 10:37 AM
To: Laura Marotta
Subject: FW: Noise and Operations Monitoring System

Importance: High

From: Stan Payne <PayneS@stlucieco.org>
Sent: Wednesday, March 17, 2021 1:45 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Subject: RE: Noise and Operations Monitoring System

We will have our training during the first two weeks of May.

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Wednesday, March 17, 2021 1:14 PM
To: Stan Payne <PayneS@stlucieco.org>
Cc: Kevin Lindgren <LindgrenK@stlucieco.org>
Subject: RE: Noise and Operations Monitoring System

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Thanks for the update, Stan. Do you think you will be far enough along with the project to give our Board an update at our April 20 meeting?

From: Stan Payne <PayneS@stlucieco.org>
Sent: Wednesday, March 17, 2021 12:53 PM
To: William Thiess <william.thiess@stlucievillagefl.gov>
Cc: Kevin Lindgren <LindgrenK@stlucieco.org>
Subject: RE: Noise and Operations Monitoring System

Bill-
We are test-monitoring flight patterns right now with the system and setting up some automatic reporting. We will be meeting with the tower manager and flight school next to get their input.(I have a call with the tower manger today on a number of topics)
We hope to have the actual portable noise monitor in hand for training purposes over the next few weeks.
Stan

From: William Thiess <william.thiess@stlucievillagefl.gov>
Sent: Wednesday, March 17, 2021 12:40 PM
To: Stan Payne <PayneS@stlucieco.org>
Cc: Mary Fowler <mary.fowler@stlucievillagefl.gov>; Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Subject: Noise and Operations Monitoring System

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Good Afternoon, Stan,

Do you have an update on the airport's Noise and Operations Monitoring System, particularly with regard to the anticipated date that it will be operational? We did have an inquiry on that from one of our Board members. She also requested that you attend one of our upcoming Board of Aldermen meetings when there is something significant to report on that topic.

Thanks,

Bill

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County 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.

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Monday, April 12, 2021 1:03 PM
To: fross@rc-4.com
Cc: fisno@aol.com; William Thiess; Mary Fowler; Laura Marotta
Subject: FW: SLV - Special Magistrate Contract
Attachments: 21-04-12 Agreement for Renewal.pdf

Fran,

Thank you for agreeing to renewal of your Special Magistrate Contract. The Board of Aldermen also approved renewal.

Accordingly, I've prepared a short agreement to confirm that. If the form is acceptable, please sign and return so I can have the Village sign as well.

As discussed, we will not set any hearing without coordination with your schedule.

Thank you.

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

CONFIDENTIALITY

The information contained in this e-mail, including any attachments, is privileged and confidential, intended only for the use of the individual or entity to whom it is directed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this e-mail or any attachment is strictly prohibited. If you have received this transmittal in error, please reply to the sender that you have received it in error and then delete it. Thank you.

AGREEMENT FOR RENEWAL

This agreement is entered into on the ___ day of April, 2021, by and between the Town of St. Lucie Village, Florida, a municipal corporation, and Fran O. Ross, Esq.

The Parties previously, on January 15, 2019, entered an agreement by which Ms. Ross agreed to serve as Special Magistrate in accordance with Ordinance 2018-3 of the Ordinances of the Town of St. Lucie Village, Florida; and, the agreement provides that it is renewable for an additional two-year term upon mutual agreement of the Board of Aldermen and Ms. Ross.

The Board of Aldermen has authorized renewal of the agreement and Ms. Ross has indicated her assent to renewal.

Accordingly, the parties hereby agree to renew that agreement entered January 15, 2019 for the two-year term provided, so that it runs through January 15, 2023.

Town of St. Lucie Village, Florida

By:_____
William G. Thiess, Mayor

_____
Fran O. Ross, Esq.

By:_____
Mary Fowler, Clerk

Memo

To: RVNjr

From: IEO

Date: 3-29-2021

Subject: SLV- Change of use issues

I have been looking to whether Sun camper will have to do a site plan in connection with their use of the Northside Nursery Property. As a side note, I wanted to point out that Northside actually sold this property in November 2020 to a Yeshua Grace Transformation LLC, who then sold to FP44, LLC, who then sold to Sun Camper Liquidators LLC. Also, I would point out that the property that Sun Camper is currently located upon is actually owned by a Plainsman Investments, LLC (both Sun Camper and Plainsman have Mr. Danks listed as their Managers).

Another side thought, it is clear to me that the prior use has been abandoned and that any non-conformities or variances for use (i.e. using residential property) would be lost. Which this does raise other questions in regards to the fact that there is a significant portion of the property that is zoned residential and which I am sure they want to keep using.

In regards to a site plan etc…

Even though there will be a change in use of the property (i.e. it will no longer be a nursery/lawn maintenance company), the applicants do <u>not</u> have to do a site plan. They will need to undergo the Administrative Review Process (AR) and will need to comply with the additional requirements associated with the Retail Business/Sales/Services/Professional Offices category.

In regards to what the applicant will be required to do…

I should first point out that an applicant can petition the Board of Alderman to waive any requirements. Section 3.5.3 (A)(2), of the Zoning Ordinance, provides a list of eight requirements to waive the additional requirements associated with the Use. In which case, the waiver would have to be approved and applied for as a Conditional Use. Section 3.5.3(B).

A conditional use application must comply with Section 8, Zoning Ordinance. Therein, any proposed use must be:

- In compliance with local ordinances and the <u>Comprehensive Plan</u>;
- Effect on adjacent Properties:
    - Will not have an undue adverse effect upon adjacent and nearby property;
    - Is compatible with the existing or planned character of the neighborhood in which it will be located;

- All reasonable steps have been taken to minimize any adverse effects through
  - Building design,
  - Site design,
  - Landscaping, and
  - Screening;
- The proposed use will be constructed, arranged, and operated so as not to interfere with development and use of neighboring property, in accordance with applicable district regulations.

- Will have adequate access to public facilities (roads, utilities, fire, drainage, water, sewer, recreation);
- For developments requiring an environmental impact report pursuant to Section 5.3.0, the proposed use must not contravene and applicable provisions of the Comp. Plan.

The Board of Aldermen can attach conditions to a conditional use permit (Section 8.4.0):

- When the level of service to the property is less, as a result of traffic generated by the use, the Board shall require the applicant to make sufficient roadway improvement to maintain the adopted level of improvement in the Comp. Plan and shall require the creation of traffic control devises if deemed necessary by the Manual on Uniform Traffic Control Devises.
- Must provide ingress and egress access sufficient to handle the level of traffic generated.
- If improvements to the roadway, service, traffic control devises, or access are required, a Certificate of Occupancy shall not be granted unless and until that improvements have been completed.
- If the Use requires a permit or approval from any other state or federal regulatory authority (FDEP, Army Corp of Engineers, etc.) the Board shall not grant unconditional approval until it has received from said agencies notice of either issuance of or intent to issue the required regulatory permit.

Conditional use application requirements:

- Must pay the applicable fee;
- Must include a site plan.

Conditional use application procedures:

- Application is submitted to the Building Official, along with the fee;
- Within 30 days the Village Attorney shall review and determine whether the application is complete;
  - If incomplete he shall send a written notification of why it is incomplete.
  - When he determines that the application is complete, he shall submit it to the Board of Aldermen for Review

- The Board then has a hearing to determine whether the permit is in accordance with the Comp. Plan and the other Village codes and ordinances;
- The Board can require conditions before they issue the permit;
- Upon conclusion of the public hearing, the Board shall make its determination and mail that decision to the applicable parties.

The Conditional Use permit is just step 1, the applicant would still need to obtain all building permits or other permits or approvals that may be necessary.

Assuming no petition or no waiver, the Applicant will need to comply with the following:

- Lot must be 20,000 sq. feet. Section 3.5.3(C)(16)
- All outdoor "sales lots" must be "paved". Section 3.5.3(C)(16)
- Proof of required licenses must be obtained. Section 3.5.3(C)(23)
    - Would require a business license from the Village
- All principal and accessory structures shall be located at least 15 feet form any residential zoning district. Section 3.5.3(C)(23)
- Ingress and egress shall not be provided over any residential district. Section 3.5.3(C)(23)
- Curb cuts shall be limited to a maximum of 25 feet and shall not be located any closer than 35 feet to any intersection and shall be at least 10 feet perpendicular removed from any property line. Section 3.5.3(C)(23)
- All parking, loading, and vehicular circulation areas shall be at least 15 feet from all residential zoning districts. Section 3.5.3(C)(23)
- All parking lots and vehicle circulation areas shall be surfaced with asphalt or concrete and shall be properly drained. Section 3.5.3(C)(23)
- All commercial uses abutting residential zoning districts shall incorporate a landscape buffer that complies with section 3.6.4 between the commercial use and the residential zoning district. Section 3.5.3(C)(23)
- Must include a landscaping plan.
- If any new structures are going to be built, they will need to obtain a building permit to be able to achieve those process. Section 3.5.3(C)(23)

Section 5.3.0(A) discusses the purposes of a Site Plan Review and the necessity thereof. As indicated, an SPR is required for uses that are generally compatible with the uses permitted in a zoning district, but that require individual review to ensure that they are compatible with their surrounding uses. Section 5.3.0(B) specifies that all uses listed on the permitted use table as requiring SPR and all Developments of Regional Impact require site plan approval.

Being that the current proposed use does not require a site plan approval, one is not required.

Laura Marotta

From:	Richard V. Neill, Jr.
Sent:	Saturday, April 10, 2021 12:15 PM
To:	cody Danks
Cc:	Stephen Cooper; William Thiess; Mary Fowler; Laura Marotta; Carl Peterson; Ian Osking
Subject:	RE: north side property - survey reminder
Attachments:	Survey w zoning.pdf

Cody,

Steve is still the Village engineer; and, although we have had some discussion with him already, the Mayor and I, and Steve, I gather, would be OK with your retaining him to work with you—if that's what you meant in your email below.

Please understand that, whether Steve is our engineer (and you're seeking his input) or he's yours and we retain a separate engineer, you will be responsible for the Village engineering cost as part of any application process.

At this point, it appears that the correct process for reviewing any application will be Administrative Review but it also seems that Site Plan Review would be part of the process if you want relief from any requirements, such as might pertain to paving. (Steve has been preliminarily briefed on the review process.)

And, do keep in mind that there is a zoning issue. The attached shows the (red) dividing line between commercial and residential. To use any property on the east side of the line in connection with your commercial operation will require land use and zoning changes or perhaps a variance; so, until that has taken place, parking RVs or vehicles on that portion of the property, or using it for access from the commercial part to Old Dixie) is not permitted under the Village ordinances.

I think that for us to make any progress, we need a more concrete idea of what you want to do. So, if you want to retain the building on the dividing line and have it on the commercial side, and you take into account setbacks for it and structures on the east side, as well as the required landscape buffer, what would your design be?

I think that Village staff is willing to work with you on a proposal that addresses the various requirements, and even adjusts the division between commercial and residential somewhat, but we need something a little more concrete as far as a proposal from you, in order to review and figure out how to do it.

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: cody Danks <Suncamper@hotmail.com>
Sent: Thursday, April 1, 2021 1:27 PM
To: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Subject: Re: north side property - survey reminder

Mr. Neil,

Thank you for getting back to me . Sorry, I did not see this message until now. Anytime works for me I'm trying to get prints now, attached is a full size pdf for a reference.

Most times I'm a bit easier to get on my phone, my number is 772-579-2978.

Is Mr. Cooper still the villages engineer? I was thinking about calling him to see what's needed but didn't know if that created a conflict or if you guys would prefer that. Plese let me know.

Thank you,

Cody

From: Richard V. Neill, Jr. <RNeillJr@neillgriffin.com>
Sent: Friday, March 19, 2021 12:23 PM
To: cody Danks <Suncamper@hotmail.com>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: north side property - survey reminder

Mr. Danks,

I am trying to set up a Village staff meeting for us to review the situation and prepare to meet with you. It doesn't look like we'll get that done until the week of March 29.

It would be most efficient if we had a survey before then. Even if I just got your current survey, without an indication of your current plans or acreages, that would be helpful. Of course, the more info provided, the better informed our review and response.

I think that it would be helpful to have both large, paper copies and a PDF/electronic version if you have it. And, if I get this next week, we could all have it for the meeting.

Thanks for your attention to this matter.

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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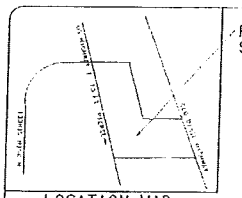
From: Richard V. Neill, Jr.
Sent: Tuesday, March 16, 2021 9:24 AM
To: cody Danks <Suncamper@hotmail.com>
Cc: William Thiess <william.thiess@stlucievillagefl.gov>; Mary Fowler <mary.fowler@stlucievillagefl.gov>; Laura Marotta <LMarotta@neillgriffin.com>
Subject: RE: north side property

Mr. Danks,

The meeting you attended was in December. So, the minutes would be in the January Board package, attached. But, the December minutes don't reference your query.

The January minutes, which are part of the February Board package, do reference the discussion in December and the issue, so that is also attached.



LOCATION MAP

SURVEYOR'S NOTES:

1. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

2. THE NORTH LINE OF SECTION 28 IS ASSUMED TO BEAR N 90°00'00"E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

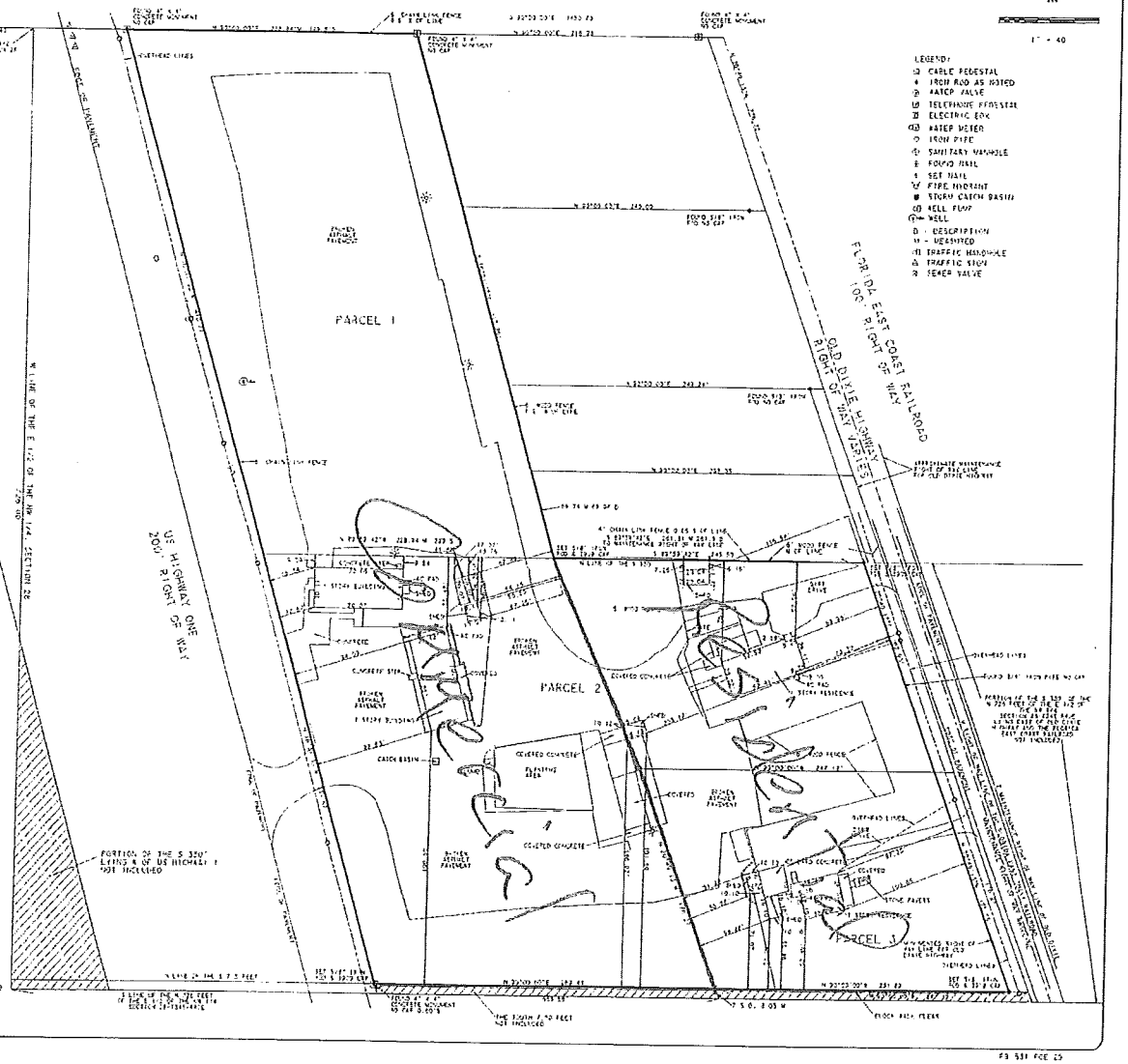
3. ADDITIONS OR DELETIONS TO THIS MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4. NO EXCAVATION WAS DONE BY THE SURVEYOR TO DETERMINE THE LOCATION OF THE UNDERGROUND FOUNDATION OF THE BUILDING OR BUILDINGS SHOWN HEREON.

1" = 40'

LEGEND:

- CABLE PEDESTAL
- IRON ROD AS NOTED
- WATER VALVE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- WATER METER
- IRON PIPE
- SANITARY MANHOLE
- FOUND NAIL
- SET NAIL
- FIRE HYDRANT
- STORM CATCH BASIN
- WELL PUMP
- WELL
- DESCRIPTION
- MEASURED
- TRAFFIC MANHOLE
- TRAFFIC SIGN
- SEWER VALVE



LEGAL DESCRIPTION

PARCEL 1

BEGINNING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH SECTION LINE, A DISTANCE OF 1,409.4 FEET TO THE EAST RIGHT-OF-WAY-LINE OF U.S. HIGHWAY NO. 1 FOR A POINT OF BEGINNING; THENCE CONTINUE EAST, A DISTANCE OF 329.5 FEET; THENCE RUN IN A SOUTHERLY DIRECTION, A DISTANCE OF 331.22 FEET TO A POINT 329.5 FEET EAST OF THE EAST RIGHT-OF-WAY-LINE OF U.S. HIGHWAY NO. 1; THENCE RUN AND RUN WEST 329.5 FEET TO THE EAST BOUNDARY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY-LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 331.22 FEET TO THE POINT OF BEGINNING; ALL BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 2

THAT PART OF THE SOUTH 330 FEET OF THE NW 1/4 LYING EAST OF EAST ONE-HALF OF NORTHWEST QUARTER OF LYING EAST OF U.S. HIGHWAY NO. 1 AND WEST OF OLD DIXIE HIGHWAY IN SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST, COUNTY OF SAINT LUCIE, STATE OF FLORIDA, LESS THE FOLLOWING: COMMENCE 208 FEET SOUTH OF THE NORTHEAST CORNER OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST, FOR THENCE EAST 100.05 FEET; THENCE IN A NORTHWESTERLY DIRECTION, PARALLEL TO THE WEST RIGHT-OF-WAY OF OLD DIXIE HIGHWAY 7.5 FEET TO THE POINT OF BEGINNING; AND FROM SAID POINT OF BEGINNING; FOR THENCE EAST 247.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE SAID WEST RIGHT OF WAY LINE A DISTANCE OF 176.37 FEET; THENCE WEST 247.12 FEET; THENCE IN A SOUTHEASTERLY DIRECTION, PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF THE OLD DIXIE HIGHWAY A DISTANCE OF 176.37 FEET TO THE POINT OF BEGINNING; IN THE EAST 1/2 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST

PLUS LESS RIGHT-OF-WAY FOR FLORIDA EAST COAST RAILROAD AND OLD DIXIE HIGHWAY AND U.S. HIGHWAY NO. 1

ALSO LESS THE SOUTH 7.50 FEET

PARCEL 3

COMMENCING 208 FEET SOUTH OF THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST, FOR THENCE EAST 100.05 FEET; THENCE IN A NORTHWESTERLY DIRECTION, PARALLEL TO THE WEST RIGHT OF WAY OF THE OLD DIXIE HIGHWAY 7.5 FEET TO THE POINT OF BEGINNING; RUN THENCE EAST 247.12 FEET TO THE WEST RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SAID WEST RIGHT OF WAY LINE A DISTANCE OF 176.37 FEET; THENCE WEST 247.12 FEET; THENCE IN A SOUTHEASTERLY DIRECTION, PARALLEL TO THE WEST RIGHT OF WAY LINE OF THE OLD DIXIE HIGHWAY A DISTANCE OF 176.37 FEET TO THE POINT OF BEGINNING; IN THE EAST 1/2 OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 40 EAST

ACCURACY

THE EXPECTED USE OF THE LAND IS COMMERCIAL. THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET WHICH WAS USED IN THE CASE OF THIS SURVEY.

DATA SOURCES

THE DESCRIPTION WAS PROVIDED BY THE CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE TO LOCATE THE EXISTENCE OF EASEMENTS OR OTHER RESTRICTIONS NOT REVIEWED BY THE CLIENT OR HIS REPRESENTATIVE.

MEASUREMENT METHODS

ALL EQUIPMENT USED IN PERFORMING THE FIELD WORK ASSOCIATED WITH THIS SURVEY WAS TESTED AND CALIBRATED. ALL WORK WAS PERFORMED WITH AN ELECTRONIC TOTAL STATION HEADING DIRECTLY TO A MINIMUM OF 6 SECONDS FOR ANGLE WITH A DISTANCE ACCURACY OF 1 PART IN 50,000. ALL DATA WAS ACCEPTED USING A FIELD DATA COLLECTOR AND CONVENTIONAL FIELD NOTES. THE BOUNDARY WAS PERFORMED BY CREATING A CLOSED GEOMETRIC FIGURE AND ANY TIES SHOTS WERE DONE USING A RECIPROCAL OF MEASUREMENT.

LIMITATIONS

PROPERTY LIES IN FLOOD ZONE X

BOUNDARY INCONSISTENCIES

AS SHOWN HEREON

APPARENT PHYSICAL USE

COMMERCIAL/RESIDENTIAL

EASEMENTS

NONE PROVIDED

CERTIFIED TO:

THIRD FINANCIAL CREDIT UNION
SUN CAMPER LIQUIDATORS LIMITED LIABILITY COMPANY
COLLETON BORAH BARRETT, CHARTERED
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DATE OF SURVEY: SEPTEMBER 3, 2017

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE
DAVID M. JONES, FLORIDA LICENSE NUMBER 5 1329

SIGNATURE AND SEAL

POINT OF COMMENCEMENT
PARCEL 1 OUT PARCEL AND
PARCEL 3

REVISIONS	BY
1. SECRETARY 10-23-23	DMJ

BOUNDARY SURVEY
PREPARED FOR AND CERTIFIED TO
SUN CAMPER LIQUIDATORS

DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER
(772) 567-9875 2266 CORTEZ AVENUE
(772) 567-9172 FAX VERO BEACH, FL 32960

DRAWN	DMJ
CHECKED	DMJ
DATE	09-13-17
SCALE	1" = 40'
JOB NO	J017-042
SHEET	1
OF	1 SHEETS

28-34-40

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Wednesday, March 17, 2021 12:01 PM
To: Skylar.Prichard@proplogix.com
Cc: Mary Fowler; William Thiess; Laura Marotta
Subject: FW: Code and Permits Request // 2825 N Indian River Drive

Good afternoon,

I am the attorney for St. Lucie Village and have been asked to respond to your query concerning the referenced property.

I have consulted with the Mayor and Building Official, and my staff has checked my files. Based on that review, I can confirm that there are no open permits and no known code violations pertaining to the referenced property.

Please understand that we cannot assure that there are no violations, just that the Village is not aware of any.

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 senderby reply e-mail and delete all materials from all computers.

From: Skylar.Prichard=proplogix.com@mg.proplogix.com <Skylar.Prichard=proplogix.com@mg.proplogix.com> on behalf of Skylar Prichard <Skylar.Prichard@proplogix.com>
Sent: Friday, March 12, 2021 3:40 PM

To: Mary Fowler; Mary Fowler
Subject: Code and Permits Request // 2825 N Indian River Drive

Hello,

Our firm has been requested to research the referenced property to search for any building permit and code enforcement issues that may exist in any city, town, village, or port authority.

We kindly request that you advise us of the complete permit history, including all open, expired, and closed permits that may exist, as well as all open or closed code enforcement cases found on record for the following property:

Property Address:
2825 N Indian River Drive
Fort Pierce, Florida 34946
Parcel ID #:
1428-803-0008-010-1
Owner:
Luic C Van Cotthem

Code Enforcement Cases/Violations:

Open _____ Expired _____ Closed _____ None _____

Building Permit History:

Open_____ Expired _____ Closed _____ None _____

To further assist our clients and facilitate this process, could you please provide general instructions to resolve any permits that are open, expired, or currently pose a concern to the property referenced above.

Also, please confirm if there are any pending or active liens recorded on the property, and please provide a payoff valid for 30 days from today's date. Please attach documentation of the recorded lien, and provide the book and page number.

Your assistance is greatly appreciated!

Thank you,

Skylar Prichard / *Property Analyst*
5901 Honore Ave., Ste. 200, Sarasota, FL 34243
Email: Skylar.Prichard@proplogix.com
Main: 941.444.7142
p: 19412598806 / f: 941.214.1132

Laura Marotta

From: Laura Marotta
Sent: Monday, April 12, 2021 11:26 AM
To: Richard V. Neill, Jr.
Subject: Mr. Cochran's Query
Attachments: Nuisance Ordinance 87-7.pdf

Pat and Rosa,

I wanted to follow up on Pat's question and confirm the answer I gave.

The Nuisance Ordinance, copy attached, does indicated (at Paragraph 1 of Section 1) that, as long as the pen/fence pasture is 200 feet removed from any (other) residence, that a person could have animals such as horses—and that the fence area could be even closer to another residence with the owner's permission.

One caution: no commercial operation would be allowed, i.e., riding school, boarding, etc.

Our recollection is that's the same interpretation that was given to and relied on by Steve Hoskins.

Regards,

Richard

Sincerely,

Laura A. Marotta

Legal Assistant to Richard V. Neill, Jr.
NEILL GRIFFIN MARQUIS, PLLC
Post Office Box 1270, Fort Pierce, FL 34954-1270
311 S. 2nd Street, Fort Pierce, FL 34950
Telephone: 772-464-8200
Fax: 772-464-2566

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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**

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4841060 03/31/2021 03:32:08 PM
OR BOOK 4583 PAGE 35 - 49 Doc Type: AGR
RECORDING: $129.00

[Space Above This Line For Recording Data]

MAINTENANCE ACCESS EASEMENT AGREEMENT

THIS MAINTENANCE ACCESS EASEMENT AGREEMENT ("**Agreement**") is made this 29th day of March, 2021, 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 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 Grantees' 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. Grantor hereby grants and conveys to Grantee, its 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 B.

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 permitees.

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:

Signature of Witness #1

Diana G. Marotta
Typed/Printed Name of Witness #1

Signature of Witness #2

Laura A Marotta
Typed/Printed Name of Witness #2

GRANTOR:

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

By: _____
Levi Heffelfinger, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was sworn to and subscribed before me by means of [✓] physical presence or [ ] online notarization, on this 26th day of March, 2021, 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.

LAURA A. MAROTTA
Commission # GG 943705
Expires January 2, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC

Laura A Marotta
Print or Stamp Name
My Commission Expires: 01/02/2024

(NOTARY SEAL)

[Grantee's Signature Page]

Signed and delivered
In the presence of:

Signature of Witness #1

Typed/Printed Name of Witness #1

Signature of Witness #2

Richard V. Neill, Jr.
Typed/Printed Name of Witness #2

GRANTEE:

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

By: William G. Thiess
William G. Thiess, Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was sworn to and subscribed before me by means of [✓] physical presence or [_] online notarization, on this 29th day of March, 2021, 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.

RICHARD V. NEILL, JR.
Commission # HH 013099
Expires October 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC
Richard V. Neill, Jr.
Print or Stamp Name
My Commission Expires: 10-21-24

(NOTARY SEAL)

Exhibit A

See attached Deeds

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2212129 OR BOOK 1723 PAGE 2284
Recorded:06/02/03 09:40

* Doc Assump: $ 0.00
* Doc Tax : $ 15,050.00
* Int Tax : $ 0.00

COPY

Book

This Instrument Prepared by:
Treasure Coast Abstract & Title Insurance Co.
401 So. Indian River Drive
Fort Pierce, Fl 34950
Jacquelyn Brewer/File No: 03-5891TI

WARRANTY DEED

THIS INDENTURE, made this 23rd day of May, A.D., 2003 between ~~WORLDWIDE INVESTMENT GROUP, INC., a Florida corporation of the County of~~ Broward in the State of Florida grantor, and TOWN OF ST. LUCIE VILLAGE, FLORIDA, a municipality incorporated under the laws of the State of Florida whose post office address is Village Hall, 2841 Old Dixie Highway, Fort Pierce, Fl 34946, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representative, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars 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 successors and assigns forever, the following described land situate, lying and being in St.Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement attached hereto as Exhibit B. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

Property Appraiser's Parcel Identification Number:1421-231-0002-000/0

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

COPY

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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

IN WITNESS WHEREOF, the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature of first witness

IRENE CASEY
Printed name of first witness

Signature of second witness

Patricia A. Maurer
Printed name of second witness

WORLDWIDE INVESTMENT GROUP, INC.
a Florida corporation

BY: _____
HOWARD A. STEINBERG, as President
1720 Harrison Street, Suite 7 B
Hollywood, Fl 33020

COPY

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, this 23 **, date of** May **, 2003, by HOWARD A. STEINBERG, as President of WORLDWIDE INVESTMENT GROUP, INC., a Florida corporation who is personally known to me, or who produced** Personally known **issued within the past five (5) years as identification.**

(Seal)

Signature of notary public

Typed name of notary public

COPY

Patricia A. Maurer
MY COMMISSION # DD099518 EXPIRES
April 5, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

COPY

EXHIBIT "A"

PARCEL 1

LEGAL DESCRIPTION

From the intersection of the North line of Section 21, Township 34 South, Range 40 East, St. Lucie County, Florida, and the Easterly right-of-way line for Florida East Coast Railroad, run South 21°24'30" East along the East line of a 100 foot right-of-way for the Florida East Coast railroad 2309.1 feet to the Point of Beginning; Thence continue South 21°24'30" East 515.08 feet to the North line of the Southwest 1/4 of said Section 21; thence run South 89°16'30" West 28.72 feet; thence run South 21°24'30" East along the east line of a 50-foot right-of-way for Florida East Coast Railroad 1412.6 feet to the South line of the North of the Southwest 1/4 of said Section 21; thence run North 89°21'55" East 1385.71 feet to the East line of Government Lot 3 (also Government meander line); thence run North 20°32'40" West along the Government meander line 607.2 feet; thence run North 19°47'40" West along the Government meander line 796.76 feet to the quarter section line; thence run South 89°16'30" West along the quarter section line 237.68 feet; thence run North 18°35'21" West 1000.0 feet; thence run South 78°28'50" west 273.8 feet; thence run North 00°19'10 East 127.33 feet to the South line of a 50-foot right-of-way for Torpey Road; thence run South 78°05' West along Torpey Road 170 feet; thence run South 00°09'51" West 128.03 feet; thence run South 78°28'50" West 99.7 feet to the West line of Government Lot 2; thence run North 89°45'30" West 313.49 feet to a point that is 325 feet East of the Florida East Coast Railroad right-of-way line; thence run South 21°24'30" East 405 feet; thence run North 89°45'30 West 325 feet to the point of beginning.*

PARCEL 2

Beginning on the North line of the Southwest quarter of Section 21, Township 34 South, Range 40 East, where said North line intersects the West line of the Indian River at low water mark; thence run West 330 feet; thence run in a Northerly direction parallel with the West line of the Indian River a distance of 1000 feet to a point which is 330 feet West of the waters edge of the Indian River thence run east 330 feet to the waters edge of the Indian River; thence run Southerly along the waters edge of the Indian River to the point of beginning.

Also known as: Commence at the Southwest corner of Government Lot 2 of Section 21, Township 34 South, Range 40 East, St. Lucie County, Florida, thence run N 89°16'30" E, along the South line of said Government Lot 2, a distance of 854.37 feet, to the point of beginning; thence run N 18°35'21" W, a distance of 1000.00 feet; thence run N 89°16'30" E, a distance of 330.00 feet; thence run S 18°35'21" E, a distance of 1000.00 feet; thence run S 89°16'30" W, a distance of 330.00 feet; to the point of beginning.

PARCEL 3

Beginning on the South right-of-way of Torpey road at a point 330 feet West of the West line of the Indian River, thence run in a Southerly direction to a point on the North boundary line of the property owned by Donald M. Horton, et al., formerly known as Lucy J. Needles land, 330 feet west to the West line of the Indian River; thence in an Easterly direction along the North boundary line of said Donald M. Horton property a distance of 60 feet; thence in a Northerly direction to a point on the South boundary line of Torpey Road 270 feet West of the Indian River; thence West along the said South right-of-way line of Torpey Road a distance of 60 feet to the point of beginning, all of said property lying and being in Government Lot 2, Section 21, Township 34 South, Range 40 East, St. Lucie County, Florida.

Also known as: Commence at the Southwest corner of Government Lot 2 of Section 21, Township 34 South, Range 40 East, St. Lucie County, Florida, thence run N 89°16'30" E, along the South line of said Government Lot 2, a distance of 854.37 feet, Thence run N 18°35'21" W, a distance of 1000.00 feet to the point of beginning; continue N 18°35'21" West, a distance of 123.06 feet, to the South right-of-way of Torpey Road; thence run N 78°05' E, a distance of 57.62 feet; thence run S 18°35'21" E, a distance of 133.77 feet; thence run S 89°16'30" W, a distance of 60.00 feet, to the point of beginning.

PARCEL 4

All of that part of Government Lot 3, Section 21, township 34 South, Range 40 East, St. Lucie County, Florida. Lying East of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 21 together with Riparian rights, owned by grantor.*

*LESS AND EXCEPTING from the foregoing Parcel 1 and Parcel 4 any part thereof which lies Southerly of the North line of the Plat of RIVER WOODS SUBDIVISION, according to the plat thereof recorded in Plat Book 18, page 4, of the Public Records of St. Lucie County, Florida.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2385290 OR BOOK 1943 PAGE 2378
Recorded:04/16/04 10:39

This Instrument Prepared By:

* Doc Assump:	$	0.00
* Doc Tax	: $	0.70
* Int Tax	: $	0.00

Community Land Title Corporation
2400 SE Midport Road, Suite 214
Port St. Lucie, FL 34952
03071650 Courthouse Box # 15
Return to: Community Land Title Corporation

03071650

WARRANTY DEED

THIS INDENTURE, made this 31st day of March, A.D. 2004, between Violet Willhoite, a single woman of the County of St. Lucie in the State of Florida, grantor, and Town of St. Lucie Village, a local government in the State of Florida, whose post office address is 2509 Old North Dixie Highway, Fort Pierce, FL 34946-8716, Florida, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars 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 successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Grant Award Agreement attached hereto as Exhibit "B". These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

Property Appraiser's Parcel Identification Number: 1421-231-0010-000/9 and 1421-231-0002-010/3

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

COPY

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS)

CHESTER B. GRIFFIN

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF GRANTOR)

Violet Willhoite

(PRINTED, TYPED OR STAMPED NAME OF GRANTOR)

(SIGNATURE OF SECOND WITNESS)

SUSAN G. SPEE

(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

2509 Old North Dixie Highway

Fort Pierce, FL 34946-8716

(PRINTED, TYPED OR STAMPED ADDRESS OF GRANTOR)

STATE OF Florida)

COUNTY OF St. Lucie)

April The foregoing instrument was acknowledged before me this 1st day of ~~March~~, 2004, by Violet Willhoite, who is personally known to me or who has produced a driver's license issued within the past 5 years as identification.

(NOTARY PUBLIC) SEAL

(SIGNATURE OF NOTARY PUBLIC)

SUSAN G. SPEE

PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

SUSAN G. SPEE
MY COMMISSION # DD 080721
EXPIRES: April 1, 2006
Bonded Thru Notary Public Underwriters

Commission No.: DD 080721

My Commission Expires: 4-1-06

COPY

Community Land Title Corporation
2400 S.E. Midport Road, Suite 214
Port St. Lucie, FL 34952
0307165C

COPY

Exhibit "A"

Parcel 1:

From the intersection of the North line of Section 21, Township 34 South, Range 40 East, St. Lucie County, Florida, and the Easterly right of way line for Florida East Coast Railroad run South 21 degrees 24'30" East along the East line of 100' right of way for Florida East Coast Railroad a distance of 1904.10 feet to a point that is 4.18 feet Southeasterly of the intersection of said right of way line and the South right of way line of Torpey road for the point of beginning; thence continue South 21 degrees 24'30" East along said right of way line for Florida East Coast Railroad a distance of 405.00 feet to a point (said point being the point of beginning as shown on survey performed by A.G. Weatherington and Associates, Inc. for Parcel 1, dated January, 1975, drawing Number 2563); thence South 89 degrees 45'30" East along the South line of a not included parcel as shown on said survey, a distance of 325.00 feet; thence North 21 degrees 24'30" West along the Easterly line of said not included parcel, parallel with the Easterly right of way line of said Florida East Coast Railroad a distance of 405.00 feet; thence North 89 degrees 45'30" West along the North line of said not included parcel a distance of 325.00 feet to the point of beginning.

Parcel 2:

That part of the following described property which lies South of the centerline of Torpey Road: Beginning 7 chains South and 9.62 chains East of the Northwest corner of the SW 1/4 of the NW 1/4 of the East side of the Florida East Coast Railway right of way, and run East 5.25 chains, thence Northerly to the North line of Section 21, thence West 5.25 chains and then Southeasterly to the beginning point, and being in Section 21, Township 34 South, Range 40 East, St. Lucie County, Florida.

COPY

JoANNE HOLMAN, CLERK OF THE CIRCUIT COURT-SAINT LUCIE COUNTY
FILE NUMBER 2385293 OR BOOK 1943 PAGE 2386
RECORDED: 04/16/04 10:39

This Instrument Prepared:

Community Land Title Corporation
2400 SE Midport Road, Suite 204
Port St. Lucie, FL 34952
0307347c

Doc Stamp: $ 0.00
Doc Tax : $ 0.70
Int Tax : $ 0.00

Return to Courthouse Box # 15
Community Land Title Corporation

COPY

WARRANTY DEED

THIS INDENTURE, made this 31st day of March, A.D. 2004, between Violet Willhoite, a single woman and Wesley Taylor, a married man of the County of St. Lucie in the State of Florida, grantor, and Town of St. Lucie Village, a local government in the State of Florida, whose post office address is 2509 Old North Dixie Highway, Fort Pierce, FL 34946-8716, Florida, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars 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 successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Grant Award Agreement attached hereto as Exhibit "B". These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

Property Appraiser's Parcel Identification Number:
1421-604-0025-000/1

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal,

the day and year first above written.

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS)

CHESTER B. GRIFFIN
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

SUSAN G. SPEE
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

(SIGNATURE OF GRANTOR)

Violet Willhoite
(PRINTED, TYPED OR STAMPED NAME OF GRANTOR)

400 Torpey Road

Fort Pierce, FL 34946-6428
(PRINTED, TYPED OR STAMPED ADDRESS OF GRANTOR)

(SIGNATURE OF GRANTOR)

Wesley Taylor
(PRINTED, TYPED OR STAMPED NAME OF GRANTOR)

400 Torpey Road

Fort Pierce, FL 34946-6428
(PRINTED, TYPED OR STAMPED ADDRESS OF GRANTOR)

STATE OF Florida)
COUNTY OF St. Lucie)

~~March~~ April The foregoing instrument was acknowledged before me this 1st day of , 2004, by Violet Willhoite and Wesley Taylor, who are personally known to me or who has produced a driver's license issued within the past 5 years as identification.

(NOTARY PUBLIC) SEAL

(SIGNATURE OF NOTARY PUBLIC)

SUSAN G. SPEE
MY COMMISSION # DD 080721
EXPIRES: April 1, 2006
Bonded Thru Notary Public Underwriters

SUSAN G. SPEE
PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

Commission No.: DD 080721

My Commission Expires: 4-1-06

COPY

Community Land Title Corporation
2400 S.E. Midport Road, Suite 214
Port St. Lucie, FL 34952
0307347C

OR BOOK 1943 PAGE 2386

COPY

Exhibit "A

Beginning at the SW corner of Amended Plat of Indrio Park, thence Easterly 291.7 feet; thence North to Torpey Road; thence Westerly on road to West line of amended plat; thence Southeasterly to the point of beginning; said land lying in Section 21, Township 34 South, Range 40 East, St. Lucie County.

COPY

COPY

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 three 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 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.

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.

6. That the Easement shall not be used for public parking or public access to Grantee's Property.