TOWN OF SEWALL'S POINT

Board of Zoning Adjustment Meeting
January 15, 2025
10:00 AM

I. CALL TO ORDER

a. **Pledge of Allegiance to the Flag**

b. **Swearing-in of New Board Members**

Oath of Office Mona Leonard.pdf
Oath of Office Douette Pryce.pdf
Oath of Office Jacqueline Costanzo.pdf

c. **Roll Call**

II. PUBLIC COMMENT ON NON-AGENDA ITEMS - PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING AND LIMIT YOUR COMMENTS TO THREE MINUTES No time extension permissible. If the thirty (30) minute time period has been exhausted, the Commission will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.

a. **TOSP Public Comment Guidelines**

BZA TSP-Public Comment Guidelines.pdf

III. APPROVAL OF AGENDA

IV. PUBLIC HEARINGS

a. **HJA Design Studio, LLC - 7 Palm Road - Variance Request - Section 82-273 - Lot Coverage**

7 Palm Road - Variance application 01 15 25.pdf
7 Palm Road - 2024-12-19 Stamped Certified Mail Receipt.pdf
Jan 15 Public Comment BZA.pdf

b. **Gregory Terraglio - 33 North River Road - Variance Request - Section 82-274 - Setbacks**

Gregory Terraglio - 33 N River Road Variance Application 01 15 25.pdf

V. CLOSING COMMENTS

VI. ADJOURN

CIVILITY CLAUSE: It is the policy of the Sewall's Point Town Commission that all persons addressing a town board or attending a Town board meeting shall conduct themselves in a manner that does not disrupt the orderly and efficient conduct of the meeting. Boisterous or unruly behavior; threatening or inciting an immediate breach of the peace; or use of profane, slanderous or obscene speech will not be tolerated and could result in ejection from the meeting after warning from the presiding officer. In accordance with the provisions of the Americans with Disabilities Act (ADA) this document may be requested in an alternate format. Persons in need of a special accommodation to participate in this proceeding shall, within 3 working days prior to any proceeding, contact the Town Clerk's office, One South Sewall's Point Road, Sewall's Point, Florida 34996 (772) 287-2455. If any person decides to appeal any decision made by the Town Commission with regard to any matter considered at such meeting or hearing, s/he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Town of Sewall's Point

Oath of Office

I Mona Leonard, a citizen of the State of Florida and of the United States of America, and being an officer of the Town of Sewall's Point, Florida, do hereby solemnly swear that I will support, protect, and defend the Constitution and government of the United States and the State of Florida, and that I am duly qualified to hold office under the Constitution of the state and the Sewall's Point Town Code; and that I will faithfully perform the duties of a:

Board of Zoning Adjustment Board Member

Of the Town of Sewall's Point, Florida, so help me God.

_____
Mona Leonard

STATE OF FLORIDA
COUNTY OF MARTIN

Signed and sworn to before me on this 15th day of January, 2025, by Mona Leonard, who is personally known to me.

_____
April C. Stoncius, Notary Public
State of Florida

Commission No.:
My Commission Expires:

(Notary Seal)

Town of Sewall's Point

Oath of Office

I Douette Pryce, a citizen of the State of Florida and of the United States of America, and being an officer of the Town of Sewall's Point, Florida, do hereby solemnly swear that I will support, protect, and defend the Constitution and government of the United States and the State of Florida, and that I am duly qualified to hold office under the Constitution of the state and the Sewall's Point Town Code; and that I will faithfully perform the duties of a:

Board of Zoning Adjustment Board Member

Of the Town of Sewall's Point, Florida, so help me God.

_____
Douette Pryce

STATE OF FLORIDA
COUNTY OF MARTIN

Signed and sworn to before me on this 15th day of January, 2025, by Douette Pryce, who is personally known to me.

_____
April C. Stoncius, Notary Public
State of Florida

Commission No.:
My Commission Expires:

(Notary Seal)

Town of Sewall's Point

Oath of Office

I Jacqueline Costanzo, a citizen of the State of Florida and of the United States of America, and being an officer of the Town of Sewall's Point, Florida, do hereby solemnly swear that I will support, protect, and defend the Constitution and government of the United States and the State of Florida, and that I am duly qualified to hold office under the Constitution of the state and the Sewall's Point Town Code; and that I will faithfully perform the duties of a:

Board of Zoning Adjustment Board Member

Of the Town of Sewall's Point, Florida, so help me God.

_____
Jacqueline Costanzo

STATE OF FLORIDA
COUNTY OF MARTIN

Signed and sworn to before me on this 15th day of January, 2025, by Jacqueline Costanzo, who is personally known to me.

_____
April C. Stoncius, Notary Public
State of Florida

Commission No.:
My Commission Expires:

(Notary Seal)

Guidelines for Public Comments

- Everyone will have 3 minutes
- When recognized step forward to the podium and state your name for the record
- Remarks should be addressed to the Board
- The public comment period is for receipt of public comments, not debate.
- Any person who disrupts the orderly and efficient conduct of the meeting, uses profane or obscene language, may be removed from the meeting

APPLICATION TO THE TOWN OF SEWALL'S POINT
BOARD OF ZONING ADJUSTMENT

PRIMARY CONTACT EMAIL ADDRESS: ptobin@hjadstudio.com/mhouston@hjadstudio.com

PROPERTY OWNER:

Name: Soraya W. Jiha Revocable Trust & David B Smith Revocable Trust

Address: 12264 SW 105th Lane, Miami FL 33186

Telephone No. 305.582.8372 Email: soraya@jiha.us

APPLICANT (Property owner must sign application)

Name: Michael Houston & Patti Tobin ( ) owner (X) owner agent
HJA Design Studio, LLC

Address: 3500 SW Corporate Parkway, Ste 203; Palm City FL 34990

Telephone No. 772.678.7200 x212 Email ptobin@hjadstudio.com

SUBJECT PROPERTY:

Legal Description: Palm Row Revised & Amended Lot 13 (OR352/543)

Parcel I.D. Number: 13-38-41-005-000-00130-5

Address: 7 Palm Road, Sewall's Point

Current Zoning Classification: Residential District R-1

Description of requested variance and applicable conditions/circumstances justifying request (continue on separate sheet, if necessary): Provide documentation that the attached variance criteria have been met.

The property owners are requesting a variance to the code's 30% lot coverage requirement: specifically, section 82-423(a) of the Zoning Code. The request is specifically to allow 6.7% or 1,219.8 SF over the permitted 30% (which is 4,518 SF) for a total lot coverage of 5,529 or 36.7%. The pool and patio around the pool are approximately 1,039 SF. The code changes adopted by the Town in June of this year, include "athletic facilities", which in our case now includes the pool and pool patio in the calculation for lot coverage.

Variance requested from Section 82.273 of Code of Ordinance Zoning Code (Chapter 82)

Please provide all measurements.

Request: Variance to lot coverage of 6.7% or 1,219 SF.

Signature of Applicant | David B. Smith Hand Print Name | 10/23/2024 Date

VARIANCES

§ 2-101, 2-102, 2-107 THE BOARD OF ZONING ADJUSTMENT TO HEAR VARIANCES; POWERS AND DUTIES OF BOARD AND ZONING ADMINISTRATOR

Application for Special Exceptions, Variances and Expansions, Exceptions, Permits, Replacement or Restoration of Non-Conforming Uses (referred to herein as "Exception")

To authorize upon appeal such Exception from the terms of the zoning ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance would result in unnecessary and undue hardship.

In order to authorize an Exception, an application must be submitted and a public hearing must be held which demonstrates to the satisfaction of the Board of Zoning Adjustment that the following six criteria, as contained in the Code of the Town of Sewall's Point, have been met:

(1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) That the special conditions and circumstances do not result from any action of the applicant;

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district;

(4) That literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(6) That the granting of the variance will be in harmony with the general intent and purpose of the chapter and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

VARIANCES

The Board of Zoning Adjustment may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Board of Zoning Adjustment will consider the variance criteria in **§ 2-101, 2-102, 2-107 and consider your responses to the following when making a determination.**

1) Please explain special conditions and circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

The property owners acquired their property in June of 2023 and have had an architect working on their house plans for over a year. The Town's regulation was changed to include "athletic facilities" in the lot coverage calculation (see attached Ordinance No. 464). Previously, "athletic facilities" were not included in the lot coverage requirement. The property owners had to go back to their architect to modify their plans for their lot. To allow for a pool and its associated patio on the property, the owners are requesting a variance of 1,219.8 SF or approximately 6.7% over the code requirement of 30% lot coverage, while still meeting the 45% maximum impermeable area.

2) Please explain if these conditions and circumstances result from actions by the applicant.

The property owners have worked hard to decrease their impact on their property in terms of lot coverage. However, to meet the code requirement of 30%, they would not be able to have a pool with its associated patio. This is their "forever" home and a "forever" home without a pool is not an option.

3) Please explain how granting the variance requested will not confer on the applicant special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district.

Many developed properties in Sewall's Point do not meet this new code requirement. The lots in the interior area of Sewall's Point are probably most affected by this code change since they are smaller in area. When these properties are sold, they will be considered non-conforming, and any new improvement will not be allowed. This property was acquired for $580,000 in June of 2023. This significant purchase price and its location in the beautiful town of Sewall's Point, warrants the improvements that should be expected and will be constructed in Sewall's Point.

4) Please explain how a literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant.

The code change impacts not only this property, but all properties in the town. Most properties developed in Sewall's Point easily exceed the 30% lot coverage, since these "athletic facilities" were not included in the definition of lot coverage prior to the adoption of Ordinance No. 464. This property would not require a variance if it was permitted under the previous code provisions. The house's coverage is 4,490 SF or 29.8%.

5) Please illustrate and explain if the variance requested is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The request is the minimum variance to allow for a pool and its related pool deck on the .345 acres (15,060 SF). Overall, the proposed house, pool area, and driveway/sidewalks meets the impermeable area required by the adoption of Ordinance 463. This ordinance requires 45% maximum impermeable area of a property. For all practical purposes this is the most important regulation since this requirement impacts the ability of properties to retain their drainage on their own property as much as possible, and to prevent or not exacerbate flooding issues. Again, the property will meet this threshold of 45% impermeable coverage.

6) Please indicate how granting variance will be in harmony with the general intent and purpose of the chapter and that granting the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

While it is not stated in any minutes or staff report of the two ordinances if the town's intent was addressing flooding, the most important provisions of the two zoning code amendments is the impermeable coverage ratio. The limitation on lot coverage seems redundant and superficial, since the overall impermeable surface coverage addresses the Town's need for less impermeable surface area on properties being developed.

All 6 questions must be answered before the application can be reviewed.

VARIANCES

In granting any Exception, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the Exception is granted, shall be begun or completed or both.

The Board of Adjustment may prescribe a reasonable time limit within which the action for which the Exception is required shall be begun or completed or both.

No non-conforming use of the neighboring lands, structures or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered for the issuance of a Exception. The Town shall post Notice of Public Hearing upon the Town Hall bulletin board and shall also see to the publication of the Notice of Hearing in a newspaper of general circulation printed in Martin County, Florida, at least fifteen (15) days prior to the date of the public hearing. All costs thereby incurred by the Town shall be reimbursed to the Town by the applicant prior to the Public Hearing. The Applicant shall post Notice of Public Hearing on the property for which the Exception is sought, and shall at the Applicant's expense, send written notice to property owners of record within 300 feet of the subject property, to be mailed by certified mail, return receipt requested, no later than fifteen (15) days PRIOR TO THE DATE OF THE HEARING.

CERTIFICATION

The Applicant hereby certifies that the information which he/she has provided on and together with this application is correct and accurate to the best of his/her knowledge and belief. The Applicant also certifies that existing deed restrictions or covenants on this property will be adhered to and that if this request is granted, all necessary permits will be obtained and that all orders, resolutions, codes, conditions, rules, regulations and ordinances pertaining to the use of the above-described property will be complied with. The Applicant further certifies that he/she has

read all of the above and the Guide to Preparation of Application for Board of Zoning Adjustment and will comply therewith, understanding that failure to do so may result in a denial of the request or administrative dismissal of the application.

Signature of Applicant or Applicant's Attorney	David B Smith Hand Print Name	10/29/2024 Date

Signature of Property Owner allowing an agent to be present in their place for the hearing

TOWN OF SEWALL'S POINT

Guide for Preparation of Application to Board of Zoning Adjustment

The following information, plus a non-refundable filing fee of $100 and a deposit of $1,000 must accompany this application. Make check payable to the "Town of Sewall's Point" in the amount of $1,100. If the costs of processing the application are less than the cost deposit, the appliance will receive a refund of the difference. If the costs are more than the cost deposit, the applicant will be billed for and expected to pay the additional amount.

- ✓ 1. This application must be completely filled in with all necessary papers attached, flash drive of presentation and ONE (1) COPY with the above fee and cost deposit to the Town Clerk at Sewall's Point Town Hall. An incomplete package will not be accepted. Please type or print clearly.
- ✓ 2. Applicant must submit proof of ownership (copy of recorded deed).
- ✓ 3. Applicant may appear at the hearing in person or by duly authorized attorney at law. No other agent may appear on behalf of the applicant.
- ✓ 4. Applicant must submit a plot plan or site survey certified by a registered land surveyor showing the actual dimensions of the lot; the exact sizes and locations on the lot of buildings already existing, and their distances from the nearest property lines; the intended location and dimensions of any proposed structure(s) and their distances from the nearest property lines; the width of the lot on the street or streets upon which the lot fronts or abuts, if relevant to the application; and such other information as may be necessary to exactly describe and detail the variance requested. A photo reduced copy of the recorded Plat, in 8 ½" x 11" or 8 ½" x 14" size, must be attached to the application. This document may be obtained at local Title Insurance Companies or at Town Hall.
- ✓ 5. A Statement of Benefits for the granting of the request shall be supplied by the applicant that includes the reasons and circumstances for the request. The Statement of Benefits shall address and demonstrate satisfaction of the six enumerated criteria listed on the Application form.
- ✓ 6. Applicant must furnish, together with the application, a certified list of all property owners of record of real property within 300 feet of any part of the subject property, with the list of owners certified by one of the following: a local Title Insurance Company;

applicant's Attorney, who must be a member of the Florida bar; the office of Clerk of Circuit Court of Martin County, Florida; or the office of Property Appraiser of Martin County, Florida.

✓ 7. Applicant at his expense must send notification to all property owners of record of real property within 300 feet of any part of the subject property of the date, time and place of the hearing, what action the Board of Zoning Adjustment is being asked to take, and the reasons for the request, by certified mail, return receipt requested, to be mailed no later than FIFTEEN (15) DAYS PRIOR to the date of the hearing. The white post office dated slips verifying the mailing date of each piece, together with all green receipt cards returned with signatures, shall be furnished to the Town Clerk or the Board of Zoning Adjustment prior to the beginning of the hearing.

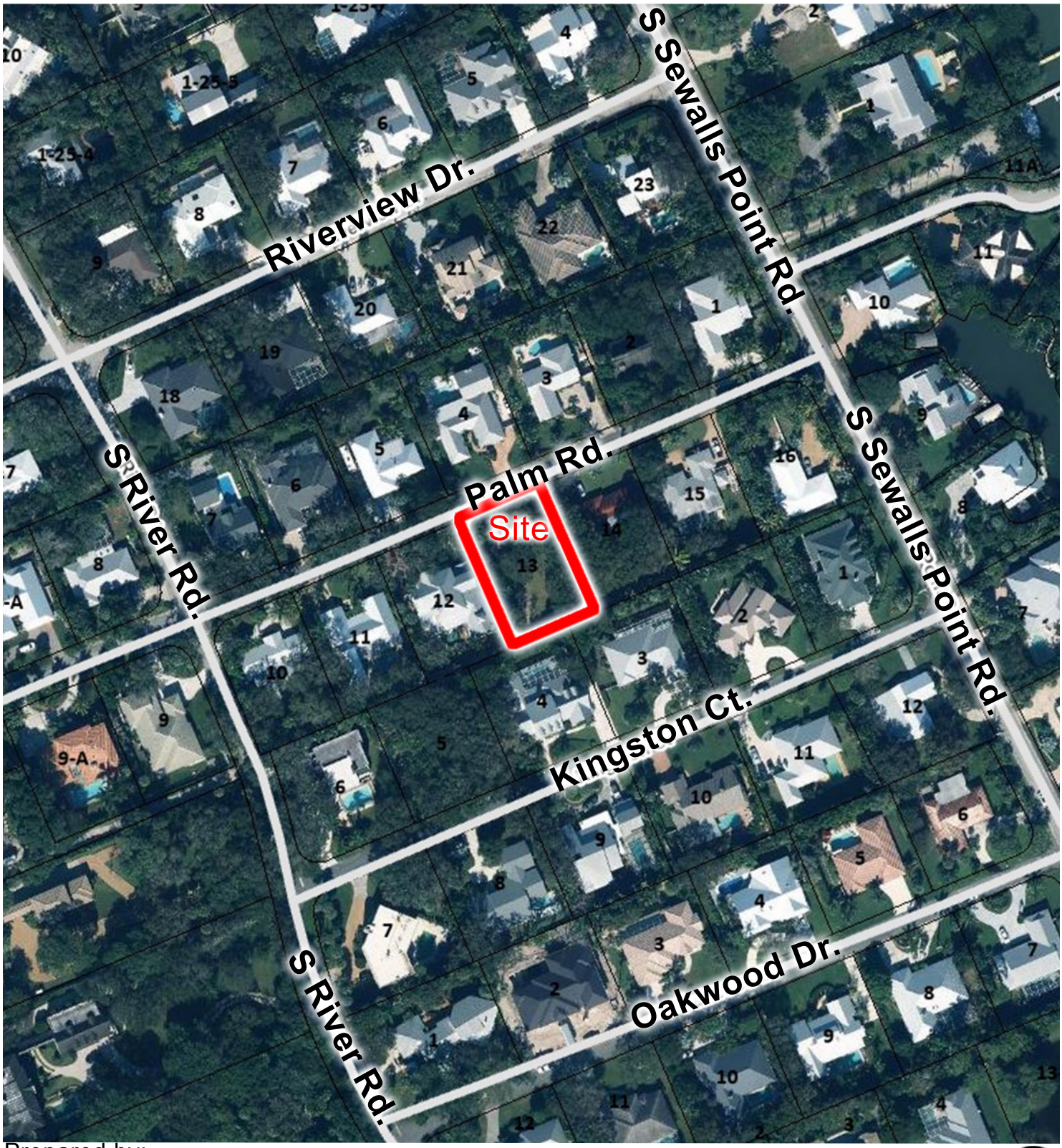
✓ 8. Notice of public hearing shall be posted by the Town on the property for which Special Exceptions, Variances and Expansion, Replacement or Restoration of Non-Conforming uses are sought, at least 15 days prior to the date of the hearing. The sign will be supplied by the Town Clerk, and its posting will be in a place on the property where it may be seen readily from the front street.

All boxes must be checked as completed before this application can be submitted.

Jiha Smith Variance

Location Map

Town of Sewall's Point



Prepared by:

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

North

Date:10/23/24

Project #: 2024-43

Recorded in Martin County, FL 7/10/2023 4:05 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $18.50Deed Tax: $4,060.00
CFN#3025287 BK 3384 PG 2653 PAGE 1 of 2

Prepared by and return to:
Alina F. Nuñez, Esq.
Attorney at Law
Nuñez Estate Law & Title, P.A.
7700 North Kendall Drive Suite 607
Miami, FL 33156
305-962-5929
File Number: **23-500.059**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30 day of June, 2023 between **Thomas Alan Getz and Diane Paula Getz, husband and wife, individually and as Co-Trustee(s) of the The Getz Joint Revocable Trust Agreement dated March 31, 2022** whose post office address is **121 Pepperbush Rd., Brevard, NC 28712**, grantor, and **Soraya W. Jiha, as Trustee(s) of the Soraya W. Jiha Revocable Trust and David B Smith, as Trustee(s) of the David B. Smith Revocable Trust** whose post office address is **12264 SW 105th Ln, Miami, FL 33186**, grantee:

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

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

Lot 13, Revised and Amended Plat of Palm Row, according to the map or plat thereof as recorded in Plat Book 4, Page 68, Public Records of Martin County, Florida.

Parcel Identification Number: 13-38-41-005-000-00130-5

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

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

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Madison Kruse

Witness Name: Jasmine Bregayle Murdock

Thomas Alan Getz, Co-Trustee

Witness Name: Madison Kruse

Witness Name: Jasmine Bregayle Murdock

Diane Paula Getz, Co-Trustee

State of North Carolina
County of Transylvania

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 21 day of June, 2023 by Thomas Alan Getz, Co-Trustee and Diane Paula Getz, Co-Trustee, of the The Getz Joint Revocable Trust Agreement dated March 31, 2022, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Jasmine Bregayle Murdock
Notary Public
Transylvania County, NC
My Commission Expires: 03/07/2026

Notary Public

Printed Name: Jasmine Bregayle Murdock

My Commission Expires: 03/07/2026

Copy Copy Copy

NUÑEZ
ESTATE LAW & TITLE

August 18, 2023

VIA REGULAR U.S. MAIL

Soraya W. Jiha and David B. Smith
13501 SW 128TH ST Suite101
Miami, Fl 33186

Re: Buyer: Soraya W. Jiha and David B.Smith
Seller: Thomas Alan Getz and Diane Paula Getz
Property 7 Palms Rd Sewalls Point, Florida 34996

Enclosed please find the following documentation in connection with the above-referenced transaction:

1. Original Owner's Title Policy; and
2. Original recorded Warranty Deed.

If you refinance the property, the new lender will require title insurance. Please inform your new lender that you will arrange your title insurance with us, as I will be happy to provide you a reduction in some of the closing charges, as the firm will have basic familiarity with the title and will only have to continue the title from the time that you bought. I will also be able to provide you with a re-issue credit based on the title policy we issued to you at the time of closing which would provide you with a substantial savings on the closing costs of your refinance. Please let your lender know that you will be using our office for your title services at the time that you are applying for your financing; otherwise, it may be too late.

IF THE PROPERTY IS YOUR HOMESTEAD, AND IF YOU ARE A FLORIDA RESIDENT, PLEASE REMEMBER TO APPLY FOR A HOMESTEAD EXEMPTION WHICH WILL SAVE YOU MONEY.

Please note that our office also handles other legal matters such as:

- Estate Planning - Last Will and Testament, Healthcare Surrogate, Living Will and Durable Power of Attorney
- Probate of Estates
- Foreclosure Defense
- Short Sales and Loan Modifications

If you or anyone you know needs assistance with any of the above-mentioned matters, we would be more than happy to assist them. Feel free to give them our contact information as referrals from satisfied clients are our best source of business!

We hope you are satisfied with our services and if you ever need legal assistance in the future, please feel free to contact us. If you feel so inclined, I humbly request that you kindly leave a review on the company's Google profile. You can do this by visiting www.google.com and searching for Alina F. Nunez Law Office and click on "review".

It was a pleasure being of service to you in the above referenced matter. Please do not hesitate to contact our office if you should have any questions.

Sincerely,

Alina F. Nuñez, Esq.

Enclosures (as noted)

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President

Attest Daniel Wold Secretary

SERIAL
OF6-9131830

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule A

Policy No.:	Date of Policy:	Agent's File Reference:
OF6-9131830	July 10, 2023 @ 12:00 AM	23-500.059

Amount of Insurance: $580,000.00 Premium: $2,975.00

Address Reference: 7 Palms Rd, Sewalls Point, FL 34996

1. Name of Insured: Soraya W. Jiha, as Trustee(s) of the Soraya W. Jiha Revocable Trust and David B Smith, as Trustee(s) of the David B. Smith Revocable Trust

2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 3025287 in Official Records Book 3384, Page 2653, of the Public Records of Martin County, Florida.

3. Title is vested in: Soraya W. Jiha, as Trustee(s) of the Soraya W. Jiha Revocable Trust and David B Smith, as Trustee(s) of the David B. Smith Revocable Trust

4. The Land referred to in this policy is described as follows:

   Lot 13, Revised and Amended Plat of Palm Row, according to the map or plat thereof as recorded in Plat Book 4, Page 68, Public Records of Martin County, Florida.

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: **38810**

Issuing Agent:

Nuñez Estate Law & Title, P.A.
7700 North Kendall Drive
Suite 607
Miami, FL 33156

Agent's Signature
Alina F. Nuñez, Esq.
Attorney at Law

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule B

Policy No.:
OF6-9131830

Agent's File Reference:
23-500.059

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Rights of the lessees under unrecorded leases.
9. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Revised and Amended Plat of Palm Row, as recorded in Plat Book 4, Page 68, Public Records of Martin County, Florida.
10. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Palm Row, as recorded in Plat Book 3, Page 115, Public Records of Martin County, Florida.
11. Amended and Restated By-Laws of Palm Row, Inc. recorded in O.R. Book 2756, Page 993 and O.R. Book 2763, page 1343, Public Records of Martin County, Florida.
12. Subject to easements in Warranty Deed recorded in O.R. Book 99, Page 118O.R. Book 101, Page 43, Public Records of Martin County, Florida.
13. Encroachments, overlaps, boundary line disputes, and any other matters as shown by that certain survey dated March 15th, 2022, prepared by Craig Watson and Associates, LLC, survey/job no. 23081; including but not limited to: a) Platted 8' Utility Easement on the Southeast side of the subject property.

ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii)the subdivision of land; or
   (iv)environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.
   (i) the term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Old Republic National Title Insurance Company

OWNER'S TITLE INSURANCE POLICY

For information about coverage or assistance in resolving complaints, call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Recorded in Martin County, FL 7/10/2023 4:05 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $18.50Deed Tax: $4,060.00
CFN#3025287 BK 3384 PG 2653 PAGE 1 of 2

Prepared by and return to:
Alina F. Nuñez, Esq.
Attorney at Law
Nuñez Estate Law & Title, P.A.
7700 North Kendall Drive Suite 607
Miami, FL 33156
305-962-5929
File Number: 23-500.059

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Warranty Deed

This Warranty Deed made this 30 day of June, 2023 between Thomas Alan Getz and Diane Paula Getz, husband and wife, individually and as Co-Trustee(s) of the The Getz Joint Revocable Trust Agreement dated March 31, 2022 whose post office address is 121 Pepperbush Rd., Brevard, NC 28712, grantor, and Soraya W. Jiha, as Trustee(s) of the Soraya W. Jiha Revocable Trust and David B Smith, as Trustee(s) of the David B. Smith Revocable Trust whose post office address is 12264 SW 105th Ln, Miami, FL 33186, grantee:

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

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

Lot 13, Revised and Amended Plat of Palm Row, according to the map or plat thereof as recorded in Plat Book 4, Page 68, Public Records of Martin County, Florida.

Parcel Identification Number: 13-38-41-005-000-00130-5

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

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

DoubleTime®

Prepared by and return to:
Alina F. Nuñez, Esq.
Attorney at Law
Nuñez Estate Law & Title, P.A.
7700 North Kendall Drive Suite 607
Miami, FL 33156
305-962-5929
File Number: **23-500.059**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30 day of June, 2023 between **Thomas Alan Getz and Diane Paula Getz, husband and wife, individually and as Co-Trustee(s) of the The Getz Joint Revocable Trust Agreement dated March 31, 2022** whose post office address is **121 Pepperbush Rd., Brevard, NC 28712**, grantor, and **Soraya W. Jiha, as Trustee(s) of the Soraya W. Jiha Revocable Trust and David B Smith, as Trustee(s) of the David B. Smith Revocable Trust** whose post office address is **12264 SW 105th Ln, Miami, FL 33186**, grantee:

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

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

Lot 13, Revised and Amended Plat of Palm Row, according to the map or plat thereof as recorded in Plat Book 4, Page 68, Public Records of Martin County, Florida.

Parcel Identification Number: 13-38-41-005-000-00130-5

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

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

DocuTime®

Signed, sealed and delivered in our presence:

Witness Name: Madison Kruse

Witness Name: Jasmine Bregayle Murdock

Thomas Alan Getz, Co-Trustee

Witness Name: Madison Kruse

Witness Name: Jasmine Bregayle Murdock

Diane Paula Getz, Co-Trustee

State of North Carolina
County of Transylvania

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 21 day of June, 2023 by Thomas Alan Getz, Co-Trustee and Diane Paula Getz, Co-Trustee,of the The Getz Joint Revocable Trust Agreement dated March 31, 2022 , who [ ] is personally known or [X] has produced a driver's license as identification.

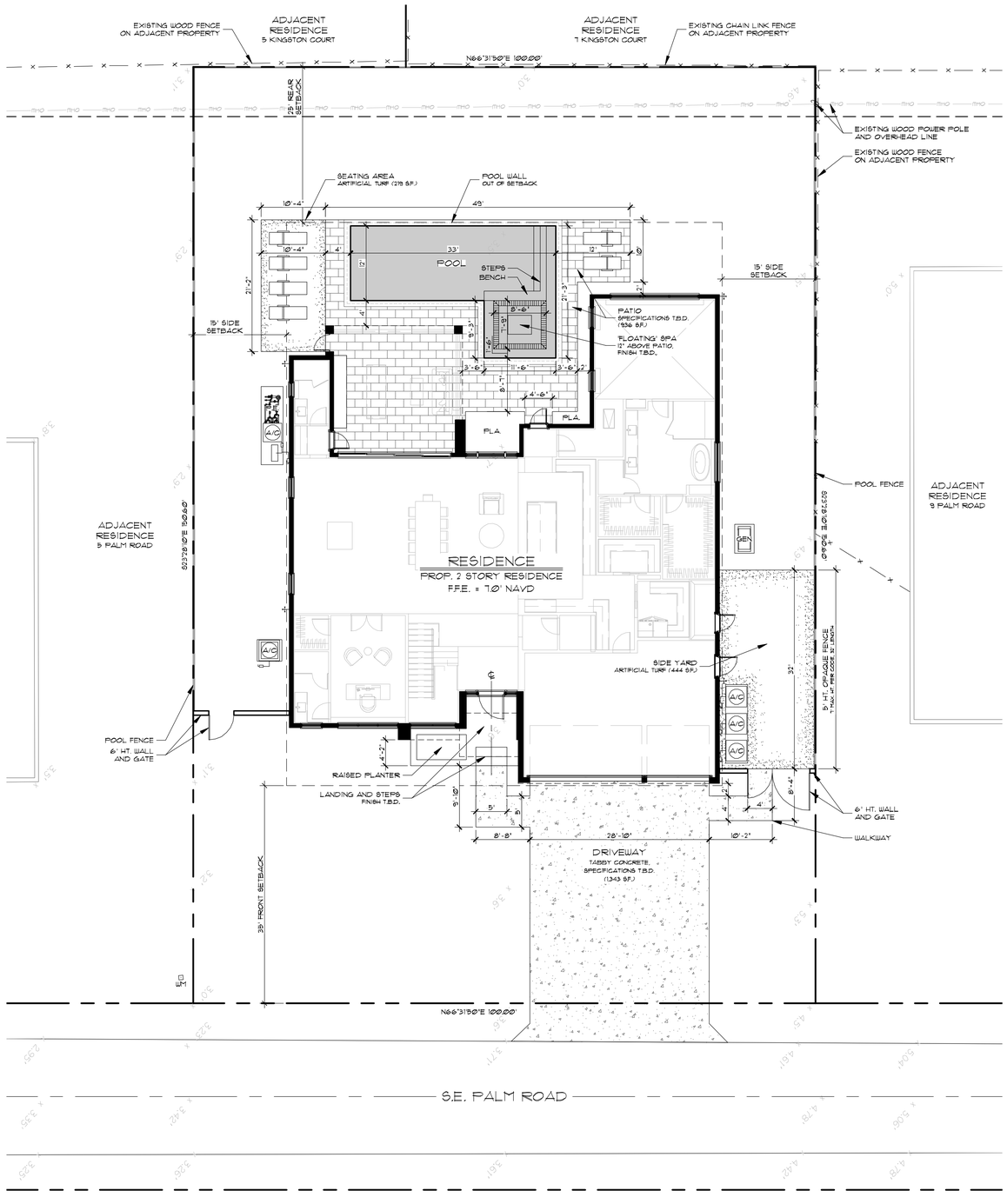
[Notary Seal]

Jasmine Bregayle Murdock
Notary Public
Transylvania County, NC
My Commission Expires: 03/07/2026

Notary Public

Printed Name: Jasmine Bregayle Murdock

My Commission Expires: 03/07/2026



Lot Coverage Data

Total Lot Area: 15,060 sq. ft.
Total Impermeable Area: 6,748.8 sq. ft.
Impermeable Coverage: 44.8% (45% max.)
Total Lot Coverage: 5,529 sq. ft.
Lot Coverage: 36.7% (30% max.)
Total Permeable Area: 8,311.2 sq. ft.
Permeable Coverage: 55.2% (55% min.)

PARKER•YANNETTE
design group, inc.

LANDSCAPE ARCHITECTURE
PLANNING • GRAPHICS
4425 Military Trail, Suite 202
Jupiter, Florida 33458

Telephone:(561) 747-5069
Fax: (561) 747-2041
Email: mail@pydg.com

License #LA0001347

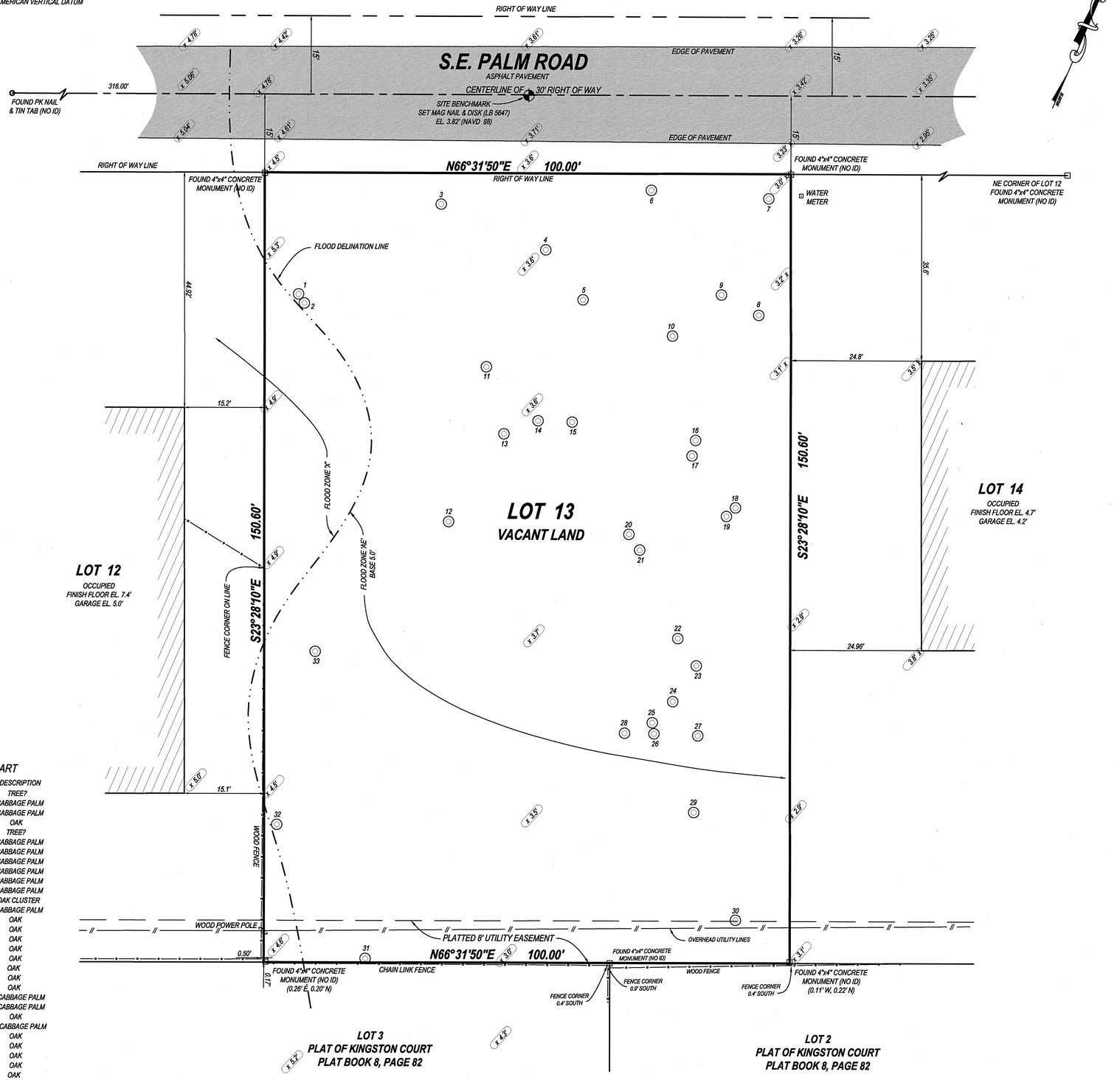
SMITH JIHA RESIDENCE
7 PALM ROAD
SEWALL'S POINT, FLORIDA
HARDSCAPE PLAN

DATE: 7.18.2024
DRAWN BY: CCY/MW/EMS
JOB NO.: 24-075
SCALE: 1"=10'-0"
FILENAME: Smith Jiha 06

REVISIONS:
10.3.24
10.22.24

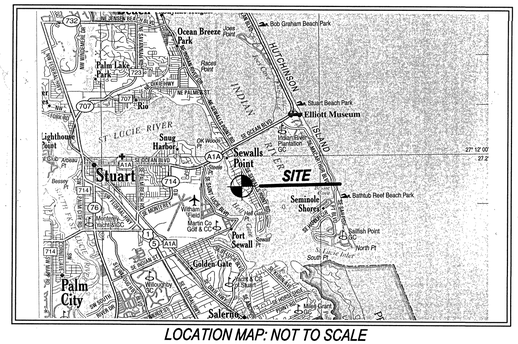
SHEET:
H-1

ABBREVIATIONS:
-/- = OVERHEAD UTILITY LINES
ID = IDENTIFICATION
LB = LICENSED BUSINESS
EL. = ELEVATION
x 10.00'= EXISTING SPOT ELEVATIONS
NAVD = NORTH AMERICAN VERTICAL DATUM



TREE CHART

ID	DIAMETER	DESCRIPTION
1.	8"	TREE?
2.	11"	CABBAGE PALM
3.	13"	CABBAGE PALM
4.	15"	OAK
5.	7"	TREE?
6.	21"	CABBAGE PALM
7.	15"	CABBAGE PALM
8.	15"	CABBAGE PALM
9.	15"	CABBAGE PALM
10.	12"	CABBAGE PALM
11.	20"	CABBAGE PALM
12.	32"	OAK CLUSTER
13.	14"	CABBAGE PALM
14.	12"	OAK
15.	11"	OAK
16.	16"	OAK
17.	11"	OAK
18.	13"	OAK
19.	11"	OAK
20.	11"	OAK
21.	8"	OAK
22.	18"	CABBAGE PALM
23.	14"	CABBAGE PALM
24.	13"	OAK
25.	14"	CABBAGE PALM
26.	5"	OAK
27.	8"	OAK
28.	11"	OAK
29.	20"	OAK
30.	8"	OAK
31.	9"	TREE?
32.	20"	OAK
33.	20"	CABBAGE PALM



LOCATION MAP: NOT TO SCALE

SITE ADDRESS:
UNASSIGNED S.E. PALM ROAD
STUART, FLORIDA
(TOWN OF SEWALL'S POINT)

LOT 13
REVISED AND AMENDED PLAT OF PALM ROW
PLAT BOOK 4, PAGE 68
MARTIN COUNTY, FLORIDA

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

LEGAL DESCRIPTION:

LOT 13, REVISED AND AMENDED PLAT OF PALM ROW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 68, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

FLOOD ZONE NOTE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF 'X' and 'AE' (BASE EL. 5.0') AND BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12085C-0162-H, DATED: 2/19/2020 AND IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM 1988.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THE BEARING BASE OF THIS SURVEY IS ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SE PALM ROAD, N66°31'50"E..
5. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. SITE AREA: 15060 SQUARE FEET AND/OR 0.35 ACRES +/-
8. THE EXPECTED USE FOR THIS SURVEY AND MAP IS FOR RESIDENTIAL PURPOSES.
9. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.
10. ELEVATIONS SHOWN ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)

TREE NOTE:

CRAIG D. WATSON, P.S.M. ACCEPTS NO RESPONSIBILITY FOR THE IDENTIFICATION OF THE TREE SPECIES SHOWN HEREON, EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY TREES SHOWN, HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF THIS SURVEYOR, THE TREE SPECIES AS LISTED HEREON IS FOR INFORMATION PURPOSES ONLY AND SHOULD BE CONFIRMED BY A CERTIFIED ARBORIST.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE DIGITAL SIGNATURE AND/OR THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

DATE	REVISIONS

BOUNDARY SURVEY

PREPARED FOR:
THOMAS A. & DIANE P. GETZ

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
3372 NE CANDICE AVENUE · UNIT A · JENSEN BEACH FLORIDA · 34957
O 772-334-0868 C 772-260-0249 CRAIGWATSON@LIVE.COM

3372 NE CANDICE AVE
JENSEN BEACH, FL 34957
CRAIGWATSON@LIVE.COM
PHONE 772-334-0868
CELL 772-260-0249

DATE: 3-15-22
SCALE: 1" = 10
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 22052

SHEET NUMBER
1 OF 1

4-68 4-68

REVISED & AMENDED PLAT OF

PALM ROW

A SUBDIVISION OF LOT 1 AND THE NORTH 100 FEET OF LOT 2, SUBDIVISION OF LOT 1, MILES OR HANSON GRANT, PLAT BOOK 1, PAGE 129, PUBLIC RECORDS PALM BEACH COUNTY.

TOWN OF SEWALL'S POINT.

MARTIN COUNTY, FLORIDA.

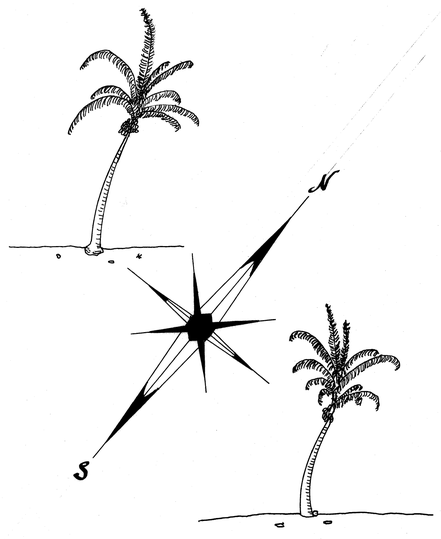
SCALE 1" = 80'

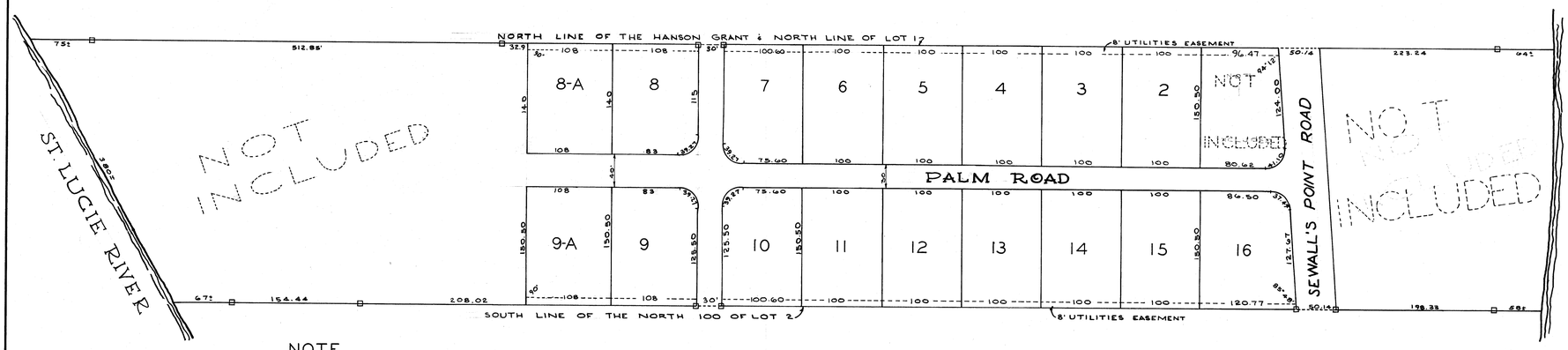
FILED FOR RECORD
MARTIN COUNTY, FLA.
'68 MAY 16 PM 3:28
DOROTHY PIERCE
CLERK OF CIRCUIT COURT
BY _____ D.C.

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ATTACHED PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD AT 3:28 P.M. THIS 16th DAY OF May 19 68 IN PLAT BK 4 PG 68 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT AT STUART, MARTIN COUNTY, FLORIDA

CLERK OF THE CIRCUIT COURT — DOROTHY PIERCE — By: _____, D.C.

FILE NO. 10276





NOTE
RADII FOR ALL RETURNS 25'
□ SYMBOL FOR P.R.M.

APPROVED
IN REGULAR SESSION OF THE TOWN COMMISSIONERS THIS 8th. DAY OF May 1968
Robert B. Smith
MAYOR

DEDICATION

STATE OF FLORIDA
COUNTY OF MARTIN SS

KNOW ALL MEN BY THESE PRESENTS that E.C. Wareheim and Helen A. Wareheim, owners of the tract of land described under the title caption above, have caused said land to be surveyed and platted as shown hereon and do hereby dedicate, in perpetuity, to the Town of Sewall's Point, the roads shown hereon.

In witness whereof we have hereunto set our hand and seal, this 6th day of May, 1968

Robert R. Rattigan — WITNESS
Hilda J. Dailey — WITNESS

E.C. Wareheim — SEAL
Helen A. Wareheim — SEAL

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MARTIN SS

Before me this day personally appeared E.C. Wareheim and Helen A. Wareheim, his wife, well known to me to be the persons who executed the foregoing dedication of plat, and who acknowledged to and before me, that they executed the same for the uses and purposes therein stated.

Witness my hand and official seal at Jensen Beach this 6th day of May 1968.

Hilda J. Dailey
NOTARY PUBLIC

MY COMMISSION EXPIRES March 20, 1972

STAFFORD & BROCK
ENGINEERS & SURVEYORS
STUART, FLORIDA

CERTIFICATE

STATE OF FLORIDA
COUNTY OF MARTIN SS

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and that permanent reference monuments were placed as prescribed by law.

Lee Brock
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE No. 2157

Subscribed and sworn to before me at Stuart, Florida this 14th day of May 1968

John D. Burgess
NOTARY PUBLIC

MY COMMISSION EXPIRES 11-15-1970

NOTICE

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein. This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down. Compatible with Avery 5160.

ANGELL ROBERT W THOMPSON KELLEY M
1 RIVERVIEW DR
STUART FL 34996

BARRETT MICHAEL BARRETT LAUREL A
10 PALM RD
STUART FL 34996

BUHR THOMAS
13 PALM RD
STUART FL 34996

CARLY AYRES TRUST FROHLICH KATHERINE
9 PALM RD
STUART FL 34996

CATHERINE A DIAZ TRUST
15 PALM RD
STUART FL 34996

CHAPMAN ROBERT T
11 PALM RD
STUART FL 34996

COLLINS CAMELOT M COLLINS NANCY
7 KINGSTON CT
STUART FL 34996

DAVIS LIVING TRUST UTD 04/14/1995
5 PALM RD
STUART FL 34996

DRISCOLL 2019 RESIDENCE TRUST
DRISCOLL KEITH
12 PALM RD
STUART FL 34996

ENRIQUEZ GLENN C ENRIQUEZ BARBARA F
1 KINGSTON CT
STUART FL 34996

FERRARO FRANK FERRARO VIRGINIA
4 KINGSTON CT
STUART FL 34996-6331

GERBINO JOHN N GERBINO ELIZABETH
RANDALL
5 KINGSTON CT
STUART FL 34996

GIBSON STEPHEN P GIBSON JULIE L
134 S RIVER RD
STUART FL 34996-6328

GROSS WILLIAM GROSS ALEXIS
8 KINGSTON CT
STUART FL 34996

HEYWORTH LAWRENCE E HEYWORTH JAN L
14 PALM RD
STUART FL 34996

JANE B WATKINS TRUST WATKINS JANE B
TTEE
122 S SEWALLS POINT RD
STUART FL 34996

JANET ELIZABETH SMITH REVOCABLE
TRUST
133 S RIVER RD
STUART FL 34996

JEFFREY D & SANDRA L HAYNES
INTERVIVOS DECLARATION OF TRUST
6 PALM RD
STUART FL 34996

KEEN RICHARD L KEEN MARY C
9 RIVERVIEW DR
SEWALLS POINT FL 34996

KOLB SEAN SCHELLENBERG RAHEL
126 S SEWALLS POINT RD
STUART FL 34996

LAPLACA BRIAN LAPLACA STACIE
4651 NE OCEAN BLVD #B29
JENSEN BEACH FL 34957

LAWSON PATRICIA D
5440 W KENT PL
DENVER CO 80235

LIDDELL JAMEY S LIDDELL JILL E
123 S SEWALLS POINT RD
STUART FL 34996

MCCARTHY TERENCE P MCCARTHY SALLY J
3 KINGSTON CT
STUART FL 34996

MORAN GREGORY MORAN JACQUELINE
2 PALM RD
STUART FL 34996

NIEDERAUER KARA KRISTINE NIEDERAUER
PAUL
3 PALM RD
STUART FL 34996

ODONNELL MICHAEL C ODONNELL MICHELLE
L
5 RIVERVIEW DR
STUART FL 34996

PALM ROW INC
120 S SEWALLS POINT RD
STUART FL 34996-6319

PETERSON LILIANN
4 OAKWOOD DR
STUART FL 34996

PHILIP GOODMAN TRUST
6 OAKWOOD DR
STUART FL 34996

POHUTSKY ANDREW POHUTSKY JULIE
11 RIVERVIEW DR
STUART FL 34996

ROCKY POINT RETREATS LLC
PO BOX 1227
STUART FL 34994

ROELOFS ROLAND F ROELOFS DANA E
12 CRANES NEST
STUART FL 34996

SCOTT MICHAEL THOMAS
12 OAKWOOD DR
STUART FL 34996

SORAYA W JIHA REVOCABLE TRUST JIHA
SORAYA W TTEE
12264 SW 105TH LN
MIAMI FL 33186

SPICER TIMOTHY SPICER CATHERINE
8 PALM RD
STUART FL 34996

STEJSKAL GERHARD F STEJSKAL
KATHARINA
108 S SEWALLS POINT RD
STUART FL 34996

TEDDER ERIC TEDDER JOCELYN
131 S RIVER RD
STUART FL 34996

THIEL WILLIAM J
4 PALM RD
STUART FL 34996

WILDENBERG DAVID WILDENBERG KIM
132 S RIVER RD
SEWALLS POINT FL 34996

WILKINSON ELIZABETH
8 OAKWOOD DR
STUART FL 34996

WILLIAM SMITH GARDNER & BECKY ANNE
GARDNER TRUST
124 S SEWALLS POINT RD
SEWALLS POINT FL 34996

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STUART FL 34996

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THIEL WILLIAM J
4 PALM RD
STUART FL 34996

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BARRETT MICHAEL BARRETT LAUREL A
10 PALM RD
STUART FL 34996

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NIEDERAUER KARA KRISTINE NIEDERAUER
PAUL
3 PALM RD
STUART FL 34996

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WILKINSON ELIZABETH
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STUART FL 34996

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ANGELL ROBERT W THOMPSON KELLEY M
1 RIVERVIEW DR
STUART FL 34996

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7 KINGSTON CT
STUART FL 34996

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CARLY AYRES TRUST FROHLICH KATHERINE
9 PALM RD
STUART FL 34996

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Sent
Stree
City,

WILDENBERG DAVID WILDENBERG KIM
132 S RIVER RD
SEWALLS POINT FL 34996

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City, S

ODONNELL MICHAEL C ODONNELL MICHELLE L
5 RIVERVIEW DR
STUART FL 34996

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1 KINGSTON CT
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MCCARTHY TERENCE P MCCARTHY SALLY
3 KINGSTON CT
STUART FL 34996

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery $
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DEC 19 2024
PALM CITY FL 34990

Sent To
Street
City, St

SPICER TIMOTHY SPICER CATHERINE
8 PALM RD
STUART FL 34996

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$

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PALM CITY FL 34990

Sent To
Street and Apt.
City, State, ZIP

PHILIP GOODMAN TRUST
6 OAKWOOD DR
STUART FL 34996

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery $
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PALM CITY FL 34990

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

CHAPMAN ROBERT T
11PALMRD
STUART FL 34996

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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9 RIVERVIEW DR
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INTERVIVOS DECLARATION OF TRUST
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Public 3-minute Comment on Variance Request for Lot 13 (Agenda Item IV.a) – Sewall's Point Zoning Adjustment Meeting, January 15, 2025

(Please read the following statement on my behalf at the Sewall's Point Zoning Adjustment Meeting on January 15, 2025)

Agenda Item IV.a – **3 Minute Public Comment** by Sewall's Point Resident

Dear Sewall's Point Board of Zoning Adjustment,

I've lived in Martin County my entire life, and Sewall's Point has always been home. My family has deep roots here, with my father raising me in our Sewall's Point home. I also have a sibling who lives in Sewall's Point, and the rest of my family resides in Martin County. Together, we are deeply committed to preserving the community that has meant so much to us.

Sewall's Point is a rare gem in Martin County, **one of the last places** with larger lot sizes and lush native vegetation. These qualities make our community unique and highly desirable. Our values of open spaces, tree canopies, and green buffers between homes create the charm and livability that make Sewall's Point so special.

I understand the variance request comes from the property owners' desire to create a "forever

home" with a pool and patio. While I respect their vision, I am concerned about the broader impact this variance could have on the neighborhood, particularly regarding **flooding**, the **integrity** of the area, and setting a **precedent** for future requests.

Flooding has long been an issue in South Sewall's Point, and recently, it worsened significantly. Increasing lot coverage from 30% to 36.7% (an **additional 1,219.8** square feet) will **reduce land permeability**, worsening runoff and flooding, particularly for homes east of the proposed development. While the property owners may meet the 45% impermeable surface requirement, increasing lot coverage reduces the open space that absorbs stormwater, worsening flooding for everyone.

Additionally, reducing open space and buffers between homes is a key concern. These buffers help maintain **privacy**, protect **property values**, and preserve the **natural beauty** of the area. Increased coverage will negatively affect privacy and property values, not just mine but future homeowners' as well.

While the property owners refer to past variances granted in the neighborhood, precedent shouldn't automatically justify further exceptions. More variances for increased lot coverage **weaken the zoning laws** that protect Sewall's Point's character. If we continue to grant exceptions, we risk altering the very essence of this community, and what starts as a single variance could lead to broader, unintended consequences.

I recognize and respect the property owners' significant investment in their home, but I ask the board to consider the broader impact of this variance—not just for them, but for the entire community. If approved, **this variance could affect not only the property owners' investment but also the investments of all homeowners** by undermining what makes Sewall's Point so desirable.

I urge the board to consider these concerns in light of their broader community impact. My goal is not to oppose the plans outright but to preserve Sewall's Point as a vibrant, cohesive community that remains well-protected for all its residents.

Thank you for your time and consideration.

Sewall's Point Resident

Subject: Comments & Concerns on Variance Request for Lot 13 (Agenda Item IV.a) – Sewall's Point Zoning Adjustment Meeting, January 15, 2025

Dear Sewall's Point Zoning Adjustment Board Members,

I have lived in Martin County my entire life, and Sewall's Point has been a central part of my experience. My family has deep roots here, with my father raising me in our Sewall's Point home. I also have a sibling who lives in Sewall's Point, and the rest of my family resides in Martin County. Together, we are deeply committed to preserving the character of this community.

Sewall's Point is a **rare gem** in Martin County, one of the last neighborhoods where we still have **larger lot sizes** and **lush native vegetation**. While many areas of the county have seen lot sizes shrink and large homes replace natural spaces, Sewall's Point has successfully maintained a **balance between development and preservation**, which is vital to maintaining the charm and livability of the neighborhood.

I am writing today to provide additional context to my **public comment** that will be read aloud at the **Sewall's Point Zoning Adjustment meeting** on **January 15, 2025**. Due to time constraints, I was unable to address all of my concerns during my 3-minute comment, and I hope this will offer further clarity and reinforce my position against the variance being requested.

Property Owners' Positions and My Responses:

1. Special Conditions and Circumstances:

Property Owners' Position: The property owners argue that the need for a pool and associated patio is a **special condition** justifying the variance.
My Response: While I understand the desire for a pool, it's important to recognize that this need doesn't constitute a **unique condition**. Many homes in Sewall's Point, including those with pools, have been developed without exceeding the **30% lot coverage** limit. Granting this variance would set a **precedent** for future developments, potentially eroding the very character of Sewall's Point that makes it unique.

2. Property Value and Investment:

Property Owners' Position: The property owners mention their **$580,000 investment** and argue that the variance will help protect their investment by allowing them to build the home they envision.
My Response: While I acknowledge and respect the property owners' significant investment, I believe it's essential to consider the broader **community impact**. If this variance is approved, it could potentially harm the **investments of all homeowners** in the area. **Sewall's Point's value** comes not just from individual

properties, but from its **larger lot sizes**, **native vegetation**, and **open spaces**. Reducing these features for one home could diminish the desirability of the entire neighborhood, which in turn would affect property values across the community.

3. Previous Variance Approvals:

Property Owners' Position: The property owners refer to **previous variances** granted in the neighborhood.
My Response: While past variances may have been granted, **precedent should not automatically justify future exceptions**. Allowing more variances for increased lot coverage only makes it harder to protect the unique qualities that Sewall's Point is known for. If we continue to grant exceptions, we risk fundamentally altering the character of our community, which is why it's essential to reconsider the granting of such variances to protect the neighborhood's long-term integrity.

4. Impact on Flooding:

Property Owners' Position: The property owners have acknowledged the **flooding concerns** in the neighborhood and claim that the property will still meet the **45% impermeable surface** requirement.
My Response: While meeting the impermeable surface requirement is important, the **increase in total lot coverage** (an additional **1,219.8 square feet**) directly reduces the **permeable open space** available to absorb stormwater. This exacerbates the existing flooding problems in South Sewall's Point, especially for homes located to the **east of the property**. Even if the property meets the impermeable surface threshold, the cumulative effect of increasing lot coverage, while reducing natural buffers, will lead to more runoff, further stressing an already fragile drainage system.

5. Minimum Variance for Reasonable Use:

Property Owners' Position: The property owners argue that the requested variance is the **minimum variance** needed to use the property for a pool and its associated patio.
My Response: I respectfully disagree that the requested variance is minimal. The additional **1,219.8 square feet** of coverage will have a **substantial impact** on the neighborhood, both in terms of open space and natural buffers. While I understand the desire to build a pool, it's critical that we adhere to the **30% lot coverage** limit to protect the neighborhood's integrity, which benefits all residents in the long run.

6. General Purpose and Public Welfare:

Property Owners' Position: The property owners argue that granting the variance will not harm the **general welfare** of the community and will be in harmony with the

purpose of the zoning laws.
My Response: While I respect the property owners' wishes, granting this variance could set a dangerous precedent, making it more difficult to maintain the zoning laws that protect the character of Sewall's Point. These laws have been in place to preserve the **balance between development and natural beauty** that makes this area so special. Allowing the variance could gradually chip away at the very features that make this community unique, impacting all residents in the long run. I fully understand and appreciate the property owners' desire to build the home of their dreams and acknowledge their significant investment. However, as we weigh the broader impact on the entire neighborhood, it's essential to preserve the balance that makes Sewall's Point so unique.

Closing:

I understand that the property owners have made a significant investment in their home and that they have every right to build the home they envision. However, we must carefully consider the **long-term impact** of this variance not just on their property, but on the entire neighborhood. As a long-time resident of Sewall's Point, I've seen how this community has evolved, and I am deeply committed to ensuring that **Sewall's Point remains the vibrant, well-preserved community** that we all value and cherish.

By denying this variance request, we are not only preserving the natural beauty of Sewall's Point today but safeguarding its character and value for future generations. It is this balance between nature and development that will ensure the continued vibrancy and desirability of this community.

I want to thank you for taking the time to read this email. I also want to express my gratitude for the work you do as members of the Zoning Adjustment Board, and for your time and consideration of my concerns. I respectfully urge you to **deny this variance request** to ensure the continued protection of Sewall's Point's integrity for future generations.

Sincerely,

Sewall's Point Resident

On Mar 27, 2025 at 10:53 AM -0400, Carly Ayres <carlyafrohlich@gmail.com>, wrote:

Public 3-minute Comment on Variance Request for Lot 13 (Agenda Item IV.a) – Sewall's Point Zoning Adjustment Meeting, January 15, 2025

(Please read the following statement on my behalf at the Sewall's Point Zoning Adjustment Meeting on January 15, 2025)

Agenda Item IV.a – **3 Minute Public Comment** by Katherine Ayres Frohlich (Carly)

Dear Sewall's Point Board of Zoning Adjustment,

My name is **Carly Ayres Frohlich**, and I am the adjacent property owner at **9 Palm Road**. I've lived in Martin County my entire life, and Sewall's Point has always been home. My family has deep roots here, with my late father raising me in our home off South River Road. Today, I own two properties in Sewall's Point, where I'm raising my two young children. My brother also lives in Sewall's Point, and my mother and two sisters live in Martin County. Together, we are deeply committed to preserving the community that has meant so much to us.

Sewall's Point is a rare gem in Martin County, **one of the last places** with larger lot sizes and lush native vegetation. These qualities make our community unique and highly desirable. Our values of open spaces, tree canopies, and green buffers between homes create the charm and livability that make Sewall's Point so special.

I understand the variance request comes from the property owners' desire to create a "forever home" with a pool and patio. While I respect their vision, I am

concerned about the broader impact this variance could have on the neighborhood, particularly regarding **flooding**, the **integrity** of the area, and setting a **precedent** for future requests.

Flooding has long been an issue in South Sewall's Point, and recently, it worsened significantly. Increasing lot coverage from 30% to 36.7% (an **additional 1,219.8** square feet) will **reduce land permeability**, worsening runoff and flooding, particularly for homes east of the proposed development. While the property owners may meet the 45% impermeable surface requirement, increasing lot coverage reduces the open space that absorbs stormwater, worsening flooding for everyone.

Additionally, reducing open space and buffers between homes is a key concern. These buffers help maintain **privacy**, protect **property values**, and preserve the **natural beauty** of the area. Increased coverage will negatively affect privacy and property values, not just mine but future homeowners' as well.

While the property owners refer to past variances granted in the neighborhood, precedent shouldn't automatically justify further exceptions. More variances for increased lot coverage **weaken the zoning laws** that protect Sewall's Point's character. If we continue to grant exceptions, we risk altering the very essence of this community, and what starts as a single variance could lead to broader, unintended consequences.

I recognize and respect the property owners' significant investment in their home, but I ask the board to consider the broader impact of this variance—not just for them, but for the entire community. If approved, **this variance could affect not only the property owners' investment but also the investments of all homeowners** by undermining what makes Sewall's Point so desirable.

I urge the board to consider these concerns in light of their broader community impact. My goal is not to oppose the plans outright but to preserve Sewall's Point as a vibrant, cohesive community that remains well-protected for all its residents.

Thank you for your time and consideration.

Sewall's Point Resident

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By

APPLICATION TO THE TOWN OF SEWALL'S POINT
BOARD OF ZONING ADJUSTMENT

PRIMARY CONTACT EMAIL ADDRESS: AlbertCorso1972@gmail.com

PROPERTY OWNER:

Name: Gregory Terraglio

Address: 33 North River Road, Stuart, FL 34996

Telephone No. 772-214-2393

APPLICANT (Property owner must sign application)

Name: Gregory Terraglio (✓) owner ( ) owner agent

Address: 33 North River Road, Stuart, FL 34996

Telephone No. 772-214-2393 Email

SUBJECT PROPERTY:

Legal Description: Lot 13, Block 8, Indialucie, according to the map or plat thereof as recorded in Platbook 4, Page 77, Public Records of Martin County, Florida

Parcel I.D. Number: 35-37-41-002-008-00130.0000

Address: 33 North River Road, Stuart, FL 34996

Current Zoning Classification AE, X-5, N/A' NAVD

Description of requested variance and applicable conditions/circumstances justifying request (continue on separate sheet, if necessary): Provide documentation that the attached variance criteria have been met.

REQUESTED VARIANCE FOR SETBACKS OF TIKI ROOF STRUCTURE WITHIN THE 50 FEET FROM EXISTING MEAN HIGH WATER

Variance requested from Section 32-274 **of Code of Ordinance** SETBACKS

Please provide all measurements.

Example: Looking for approval of a new setback of 13' vs the required 15' side setback. Asking for a 2' variance

Signature of Applicant | Gregory Terraglio Hand Print Name | 11/29/24 Date

VARIANCES

The Board of Zoning Adjustment may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Board of Zoning Adjustment will consider the variance criteria in § 2-101, 2-102, 2-107 and consider your responses to the following when making a determination.

(1) Please explain special conditions and circumstances that exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

NEW TIKI ROOF COVERING ENCROACHING 50' MEAN HIGH WATER VARIANCE.

(2) Please explain if these conditions and circumstances result from actions by the applicant;

YES APPLICANT WAS NOT AWARE OF ENCROACHMENT RULES DUE TO OTHER PROPERTIES IN THE TOWN HAVE SIMILAR CONDITIONS.

(3) Please explain how granting the variance requested will not confer on the applicant special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district;

THIS TIKI ROOF COVER IN NOT BLOCKING ANY OF THE NEIGHBORS VIEWS DUE TO ONE SIDE IS BLOCKED BY LANDSCAPING ON THE OTHER SIDE IS FAR ENOUGH AWAY.

(4) Please explain how a literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;

BY GIVING THIS VARIANCE WILL NOT EFFECT ANY OF THE RIGHTS OF OTHER PROPERTIES IN THE SAME ZONING DISTRICT.

(5) Please illustrate and explain if the variance requested is the minimum variance that will make possible the reasonable use of the land, building, or structure;

YES THIS WOULD BE THE MINIMUM DUE TO WANTING A ROOF COVER OVER EXISTING APPROVED UPLAND DECK.

(6) Please indicate how granting variance will be in harmony with the general intent and purpose of the chapter and that granting the variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

THIS WILL HAVE NO EFFECT ON PUBLIC WELFARE DUE TO STRUCTURE IS IN APPLICANTS PROPERTY IN THE REAR OF THE PROPERTY.

All 6 question must be answered before application can be reviewed

In granting any Exception, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the Exception is granted, shall be begun or completed or both.

The Board of Adjustment may prescribe a reasonable time limit within which the action for which the Exception is required shall be begun or completed or both.

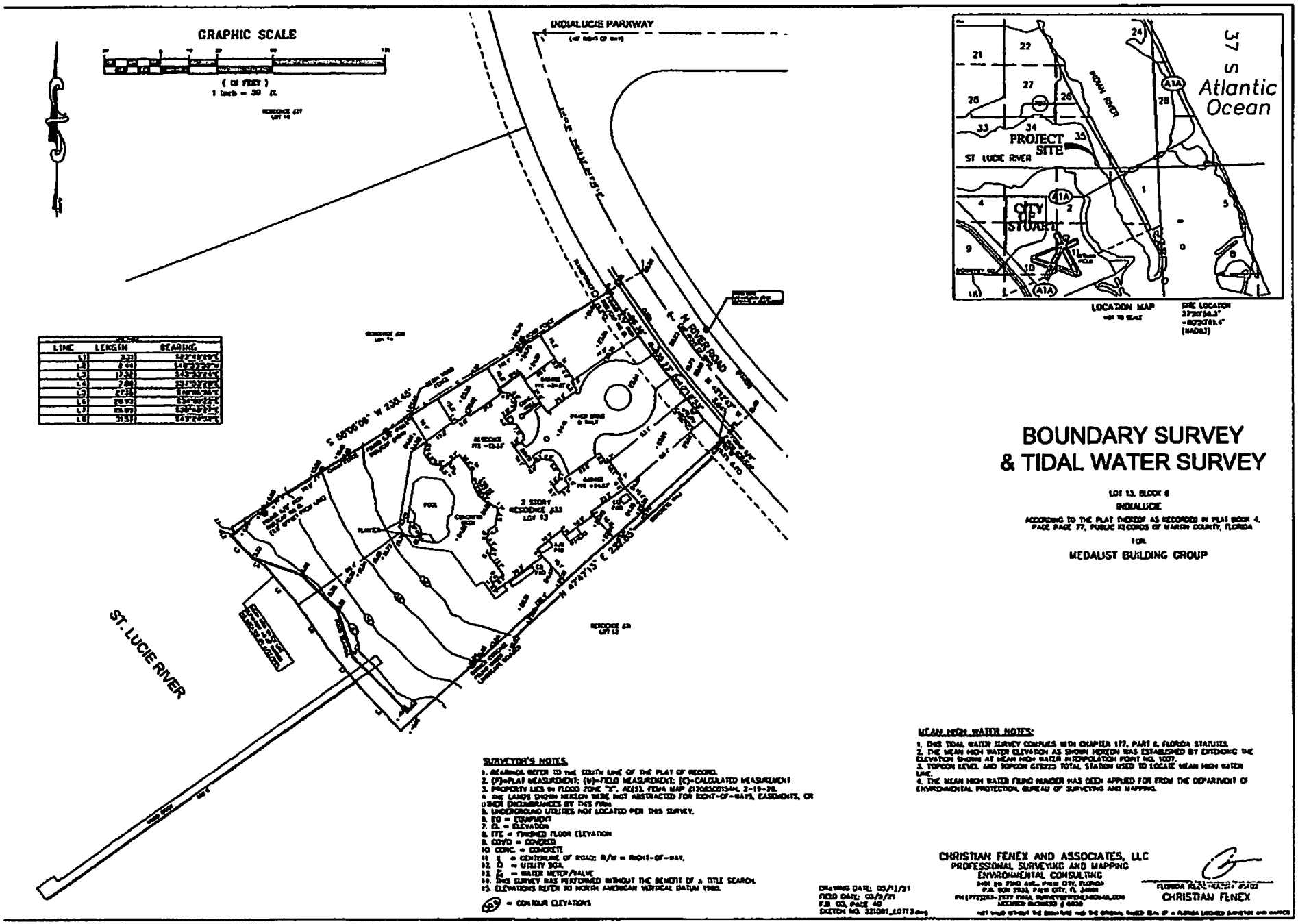
No non-conforming use of the neighboring lands, structures or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered for the issuance of a Exception. The Town shall post Notice of Public Hearing upon the Town Hall bulletin board and shall also see to the publication of the Notice of Hearing in a newspaper of general circulation printed in Martin County, Florida, at least fifteen (15) days prior to the date of the public hearing. All costs thereby incurred by the Town shall be reimbursed to the Town by the applicant prior to the Public Hearing. The Applicant shall post Notice of Public Hearing on the property for which the Exception is sought, and shall at the Applicant's expense, send written notice to property owners of record within 300 feet of the subject property, to be mailed by certified mail, return receipt requested, no later than fifteen (15) days PRIOR TO THE DATE OF THE HEARING.

CERTIFICATION

The Applicant hereby certifies that the information which he/she has provided on and together with this application is correct and accurate to the best of his/her knowledge and belief. The Applicant also certifies that existing deed restrictions or covenants on this property will be adhered to and that if this request is granted, all necessary permits will be obtained and that all orders, resolutions, codes, conditions, rules, regulations and ordinances pertaining to the use of the above-described property will be complied with. The Applicant further certifies that he/she has read all of the above and the Guide to Preparation of Application for Board of Zoning Adjustment and will comply therewith, understanding that failure to do so may result in a denial of the request or administrative dismissal of the application.

Signature of Applicant or Applicant's Attorney	Gregory Terradio Hand Print Name	11/29/24 Date

Signature of Property Owner allowing an agent to be present in their place for the hearing



BOUNDARY SURVEY & TIDAL WATER SURVEY

LOT 13, BLOCK 6

INDIALUCIE

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE PAGE 77, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

FOR

MEDAUST BUILDING GROUP

ENGINEERING SUBMITTALS

November 08, 2024

WIND LOAD CERTIFICATION:

CODE: FBC/FRC 2023/ASCE7-22 / NEC.2020

(FBC 8th EDITION)

WIND SPEED: 170 mph, 3 sec

EXPOSURE "c"

RISK CATEGORY II

INTERNAL PRESSURE COEFF: 0.00

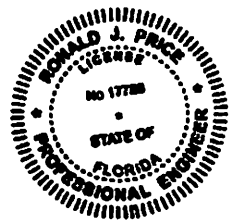
JOB:

Terragglia
33 N River rd
Stuart, FL 34996

Ronald J. Price, P.E.
FL Reg No17788
(772) 349-2401

Ronald J. Price

Digitally signed by Ronald J. Price
Date: 2024.11.08 15:28:57 -05'00'



This item has been digitally signed and sealed by Ronald J. Price, P.E on 11/08/2024.

Printed copies of this document are not considered signed & sealed and the Electronic Signature must be verified on any electronic copies.

Google Maps 33 N River Rd



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 200 ft



33 N River Rd
Building

Directions Save Nearby Send to phone Share

33 N River Rd, Stuart, FL 34996

Photos

RONALD J. PRICE License No 17788 STATE OF FLORIDA PROFESSIONAL ENGINEER

Ronald J. Price, P.E.
FL REG NO 17788



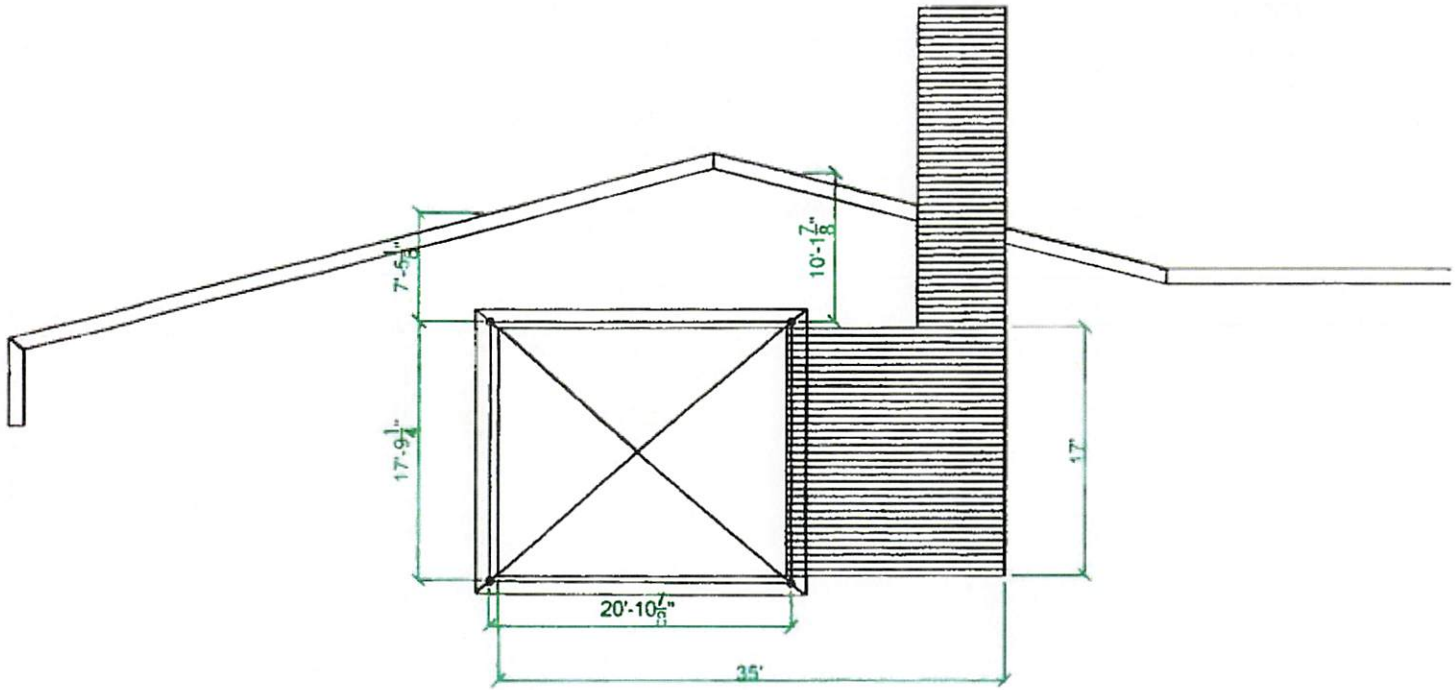
Ronald J. Price, P.E.
FL REG NO 17788

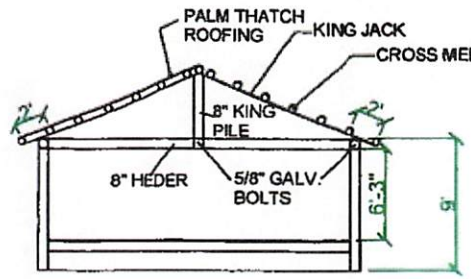
PAGE 2 OF 3

PERMITTING.

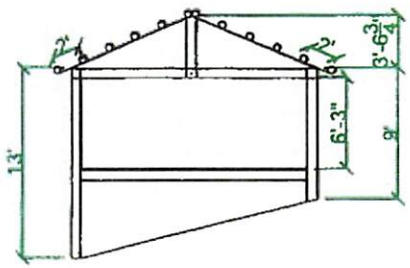
T.C.B.I MARINE CONTRACTORS
PERMIT DIVISION
1200 SE. CUTOFF RD
STUART, FL. 34994

33 NORTH RIVER RD.





REAR ELEVATION



SIDE ELEVATION

1. ALL HEADER BEAMS TO BE 8" ROUND
2. ALL KING JACKS TO BE 4" ROUND
3. ALL VERTICAL POLES TO BE 8" ROUND ALL .80 CCA
4. CENTER KING PILE TO BE 8"
5. ALL HARDWARE TO BE 5/8" GALVANIZED TO BOLT BEAMS TOGETHER.
6. 3/8" SPIKE GALVANIZED NAILS IN CORNERS
7. ALL ROOF CONNECTIONS TO BE MADE WITH 3/8" X 8" GALVANIZED (EVERY 20") INCLUSIVE OF KING JACKS (4") AND THATCH POLES (2")
8. ALL CROSS MEMBERS AND KING JACKS ARE TO BE 4" DIA. THATCH SUPPORTS TO BE PRE-DRILLED TO PREVENT SPLITTING WHEN REQUIRED.

RONALD J. PRICE LICENSE No 17788 STATE OF FLORIDA PROFESSIONAL ENGINEER

Ronald J. Price, P.E.
FL REG NO 17788

1/8" = 1'

Page 3 of 3

Greg Terraglio's Neighbors:

Maria Vallecillo-Dunn

31 N. River Road

Stuart, Fl 34996

Parcel ID#: 35-37-41-002-008-00120-9

John Marino

35 N. River Road

Stuart, Fl 34996

Parcel Id#: 35-37-41-002-008-00140-4