

Peter W. Walden
Principal Planner
Martin County Growth Management Department
pwalden@martin.fl.us Office 772-219-4923
 2401 SE Monterey Road Stuart, FL 34996

Experience

Public Sector Work History

Principal Planner, AICP Martin County, FL 2018- present

- Project Coordinator- development application and land development regulation review
- Project Coordinator for all County projects for development review.
- Manage and process all zoning variances.
- Provide assistance with building permitting and zoning inquiries.
- Draft Land Development Regulation amendments.

Senior Planner, Martin County, FL. 2015- 2018

- **Development Review:** Project coordinator for development and zoning applications.
- Provide review of development applications for consistency with the Comprehensive Growth Management Plan and the Land Development Regulations.

Development Compliance Planner, City of Palm Beach Gardens, Palm Beach Gardens, FL. 2014- 2015

- **Development Review:** Review development and permit applications for compliance with land development code. Monitor development construction for compliance with development orders and environmental compliance. Provide related documents; draft time extensions, build out determinations, administrative amendments.

Zoning Compliance, Village of North Palm Beach, NPB, FL. 2012- 2014

- **Plan Review:** Member of the DRC, participate in all development review, focus on zoning regulations and land development policy and compliance. Review building permits for code compliance. Prepare and present projects to the Planning Commission, and maintain all corresponding files.

Private Sector Work History

- Over 20 years' experience in community development and home construction including landscape design and construction, infrastructure development and vertical construction.

Education & Certifications

Florida Atlantic University, Boca Raton, FL

B.P.M. Bachelor of Public Management (Administration), minor in Geography, Magna Cum Laude

Course work in; Urban Planning, GIS, Emergency Management, Program Evaluation, Transportation

Indian River State College, Stuart, FL

A.A, Environmental Science, Magna Cum Laude

Government Internship, Town of Jupiter, FL. 2011 Planning and Zoning, Business Development

Member of the American Institute of Certified Planners, AICP



Board of Zoning Adjustment

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0316

NPH-5

Meeting Date: 1/28/2021

PLACEMENT: New Business

TITLE:

SPENCER GROTH VARIANCE REQUEST

EXECUTIVE SUMMARY:

Request for a variance by Spencer Groth to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code, for the HR-1, Single Family Residential District and to reduce the centerline setback requirements pursuant to Section 3.16.C, Land Development Regulations (LDR) to permit the construction of a Single-family home. The subject property is located at 279 SW Harbor Street in Stuart, Florida.

Presented by: Peter Walden, AICP, Principal Planner, Growth Management Department

Applicant: Spencer Groth

PREPARED BY: Joan Seaman, Administrative Specialist II

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MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW DIVISION
GROWTH MANAGEMENT DEPARTMENT

VARIANCE APPLICATION STAFF REPORT

SUBJECT: Request for a variance by Spencer Groth to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code, for the HR-1, Single Family District and to reduce the centerline setback requirements pursuant to Section 3.16.C., Land Development Regulations (LDR) Martin County Code to permit the construction of a single-family home. The subject property is to be located at 279 SW Harbor Street in Stuart, Florida.

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A. APPLICATION PROCESSING INFORMATION

Applicant and property owner: Spencer Groth
Agent for applicant: Same as owner
Date application submitted: December 28, 2020
Staff report date: January 08, 2021
Date of Board of Zoning Adjustment hearing: January, 28, 2021
Project coordinator for County: Peter Walden, AICP, Principal Planner
Growth Management Director: Paul Schilling
Report number: 2020_0104_GMD2020120351

B. APPLICATION TYPE AND DESCRIPTION OF REQUEST

The subject property is zoned HR-1 Single family residential District, Land Development Regulations, Martin County Code. The structural setback requirements in this zoning district are as follows:

Side: 15 ft. from the lot line.

Front:* 35 ft. from the lot line.

Rear: 25 ft. from the lot line.

* Sec. 3.16.C. Centerline Setbacks, Generally, all structures, except those listed as exempt pursuant to subsection 3.16.B. above, shall be setback from the centerlines of public and private streets as follows:

a. Local streets: 50 feet

b. Collector or arterial street: 65 feet

The applicant is requesting a variance to reduce the centerline setback from 65 ft. to 61 ft. from the centerline of SW Gaines Avenue and reduce the front yard zoning setback from 35 ft. to 25 ft. to permit the proposed single-family home.

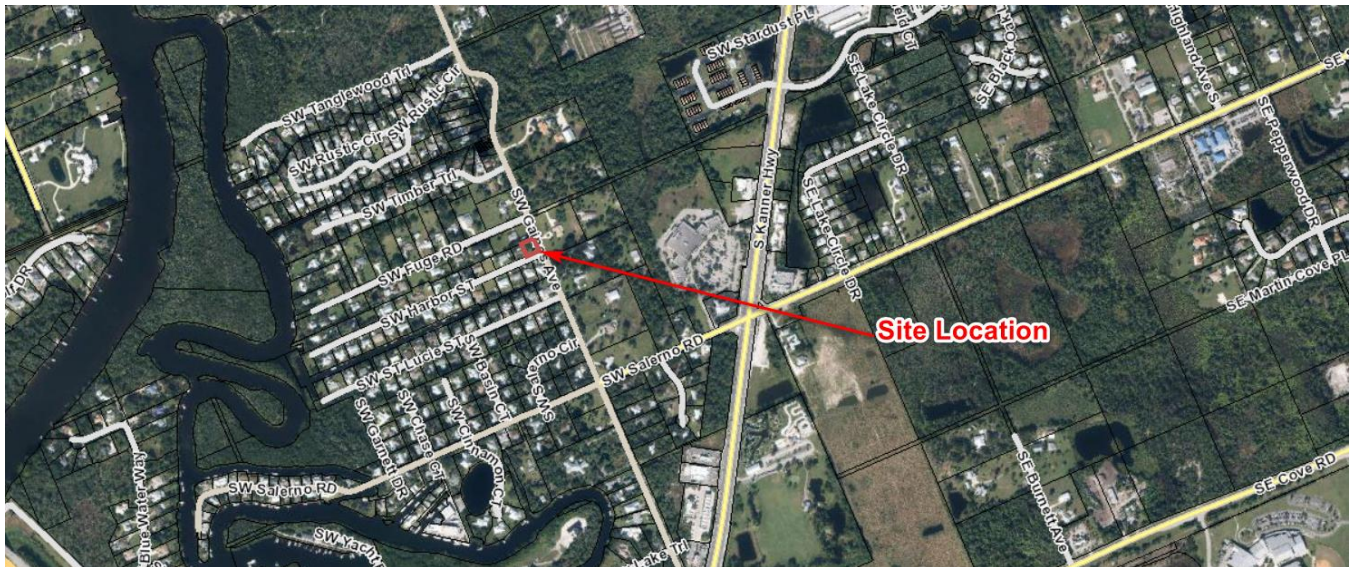
C. VICINITY AND SITE INFORMATION

279 SW Harbor Street

Parcel 55-38-41-007-000-00250-8

Legal Description: The east 100 feet of lot 25, Harbor Estates, according to the Plat thereof, as recorded in Plat Book 3, Page 65, of the Public Records of Martin County, Florida.

LOCATION MAP



PROPOSED VARIANCE SITE



D. APPLICANT INFORMATION

Applicant and property owner: Spencer Groth
Address: 16125 105th Drive North
Jupiter, FL 33478
Phone: 561-339-3549

Agent for applicant: Same as above
Address:

Phone:

E. COMPLIANCE ASSESSMENT

Article 9, Section 9.5, Land Development Regulations, Martin County Code provides the criteria for review and action by the Board of Zoning Adjustment. Based on the review of these criteria, the information provided by the applicant and other information reviewed by staff from the County's records, the Board is advised as follows:

1. The subject property appears to be a platted lot of record that was created in 1957 with the recording of the Harbor Estates plat
2. No construction has occurred on the lot.
3. The subject property is approximately .23 acres (approximately 10,000 sq. ft.). The property width is approximately 100 ft. along the road frontage adjacent to SW Gaines Avenue and approximately 100 ft. along the road frontage adjacent to SW Harbor Street.
4. The setback requirements for the subject lot are as follows:

Side: 15 ft. from the lot line.

Front:* 35 ft. from the lot line.

Rear: 25 ft. from the lot line.

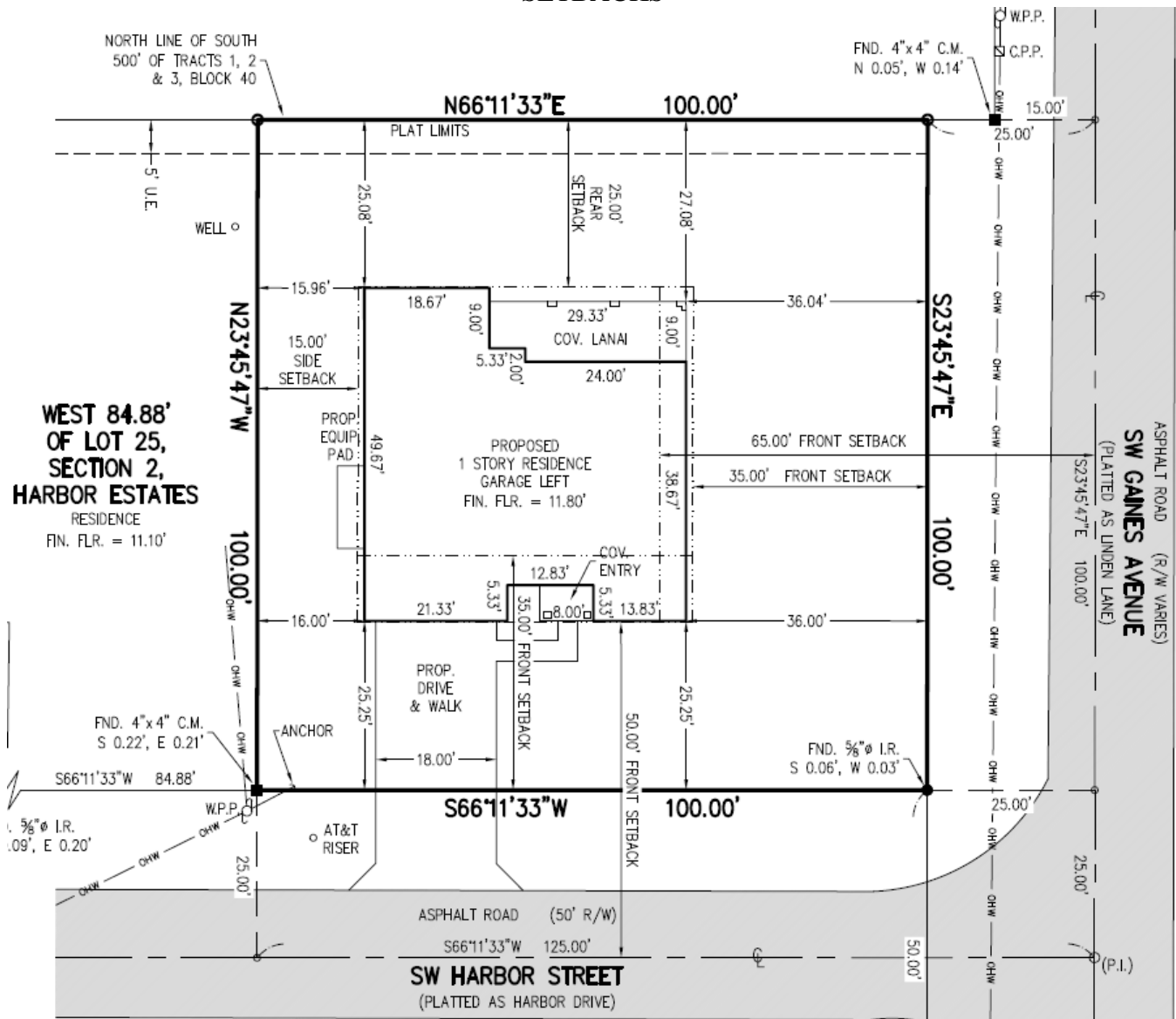
* Sec. 3.16.C.1.a. Generally, all structures, except those listed as exempt pursuant to subsection 3.16.B. above, shall be setback from the centerlines of public and private streets as follows:

a. Local streets: 50 feet

b. Collector or arterial street: 65 feet

5. The applicant is requesting a variance to reduce the centerline setback from 65 ft. to 61 ft. from the centerline of SW Gaines Avenue and reduce the front yard zoning setback from 35 ft. to 25 ft. to permit the proposed single-family home.

PROPOSED SETBACKS



6. Based on the criteria provided in Article 9, Land Development Regulations for the granting of a setback variance, the following conclusions are offered for the Board's consideration:
- Special conditions and circumstances exist which are peculiar to the subject property. The subject property has an area of approximately 0.23 acres (approximately 10,000 sq. ft.). It is 100ft. along the road frontage adjacent to SW Gaines Avenue and approximately 100 ft. along the road frontage adjacent to SW Harbor Street.

- b. Literal interpretation of the provisions of Article 3 would deprive the applicant the rights commonly enjoyed by other properties in the same zoning district. Based on a strict interpretation of the centerline requirements for this lot, the proposed single-family home, garage and pool would not be feasible.
 - c. The special conditions and circumstances for this request is not the result of the applicant's action. The subject property is a platted lot of record that was created in 1957 with the recording of the plat for Harbor Estates. The property could not have been sited to permit the single-family home without variance relief.
 - d. The granting of the variance requested will not confer on the applicant a special privilege that is denied to owners of other lands in the same district. Applications for similar requests and with similar circumstances have been consistently treated by the Board. Each case is reviewed on the merits of the application and based on the established criteria for the granting of setback variances.
7. It appears that the granting of a variance will not create a negative impact to the health, safety, and welfare of the surrounding neighborhood and the requested variance appears to be the minimum variance that is required to permit the proposed single-family home.
 8. Research of the area shows there are non-conformities as to zoning setbacks and requirements in the neighborhood.

F. RECOMMENDATION

The Board is advised that this application for a setback variance is in order and qualifies for an action of approval for a centerline setback variance of 4 ft. to reduce the setback requirement from 65 ft. to 61 ft. from the centerline of SW Gaines Avenue and to reduce the front yard setback requirement 10 ft. from 35 ft. to 25 ft. to permit the proposed single-family home. If the Board concurs and approval is granted, authorization is requested for the Chairman to sign the variance resolution which has been prepared for this agenda item with an attached survey that provides an illustration of the proposed improvements and reduced setback.

G. OTHER SUBMITTAL REQUIREMENTS

Fees for this application are calculated as follows:

<i>Fee type:</i>	<i>Fee amount:</i>	<i>Fee payment:</i>	<i>Balance due:</i>
<i>Variance application fees:</i>	\$690.00	\$690.00	\$0.00
<i>Advertising fees:</i>	TBD	\$0.00	\$

H. ATTACHMENTS

1. Sample letter notice.
2. Newspaper ad for January 28, 2021 meeting.
3. Application (copies provided to the Board and available for inspection in the offices of the Martin County Growth Management Department, Development Review Division)

**BEFORE THE BOARD OF ZONING ADJUSTMENT
MARTIN COUNTY, FLORIDA**

**[REGARDING THE APPLICATION OF
SPENCER GROTH
FOR A ZONING AND CENTERLINE SETBACK VARIANCE ON PROPERTY LOCATED AT
279 SW HARBOR STREET WITHIN THE HR-1, SINGLE-FAMILY RESIDENTIAL
DISTRICT**

**WHEREAS, THIS BOARD HAS MADE THE FOLLOWING DETERMINATIONS OF
FACTS:**

1. Spencer Groth has submitted a variance application to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code for the HR-1, Single-family Residential District and Section 3.16.C. to reduce the setback requirements to permit the construction of a single-family home on The east 100 feet of lot 25, Harbor Estates, according to the Plat thereof, as recorded in Plat Book 3, Page 65, of the Public Records of Martin County, Florida. The subject property is located at 279 SW Harbor Street, Stuart, Florida.

2. This Board considered this application to reduce the setback requirements at a public hearing on January 28, 2021.

3. At the public hearing, all interested parties were given an opportunity to be heard.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ZONING ADJUSTMENT
OF MARTIN COUNTY, FLORIDA, THAT:**

A. 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 district.

B. Literal interpretation of the provisions of Article 3, Land Development Regulations, Martin County Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.

C. The special conditions and circumstances do not result from the actions or inactions of the applicant.

D. Granting the variance requested will not confer on the applicant any special privilege that is denied to owners of other lands, structures or buildings in the same district.

E. The variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

F. The granting of the variance will be in harmony with the general purpose and intent of the Land Development Regulations and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

G. A centerline setback variance of 4 ft. on SW Gaines Avenue is approved to reduce the setback requirement from 65 ft. to 61 ft. and a variance to the front yard setback on SW Harbor Street of 10 ft. to reduce the setback requirement from 35 ft. to 25 ft. to permit the construction of a single-family home as set forth on the site plan attached hereto as Exhibit A.

H. This resolution shall be recorded in the official records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 28TH DAY OF JANUARY, 2021.

ATTEST:

**BOARD OF ZONING ADJUSTMENT
MARTIN COUNTY, FLORIDA**

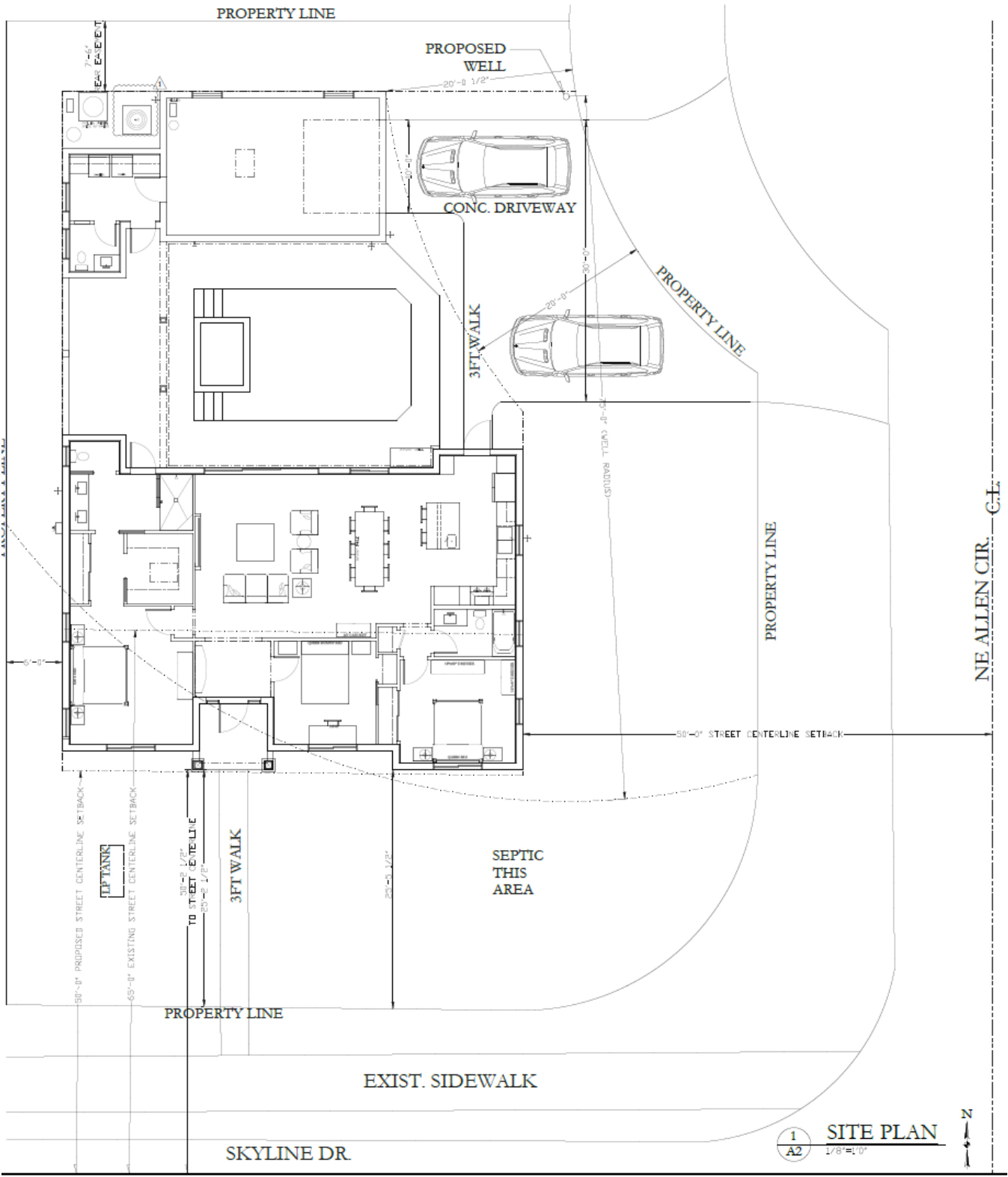
**BY: _____
DENISE JOHNSTON
SECRETARY**

**BY: _____
TRAVIS WADDELL, CHAIRMAN**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

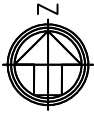
**BY: _____
KRISTA A. STOREY
SENIOR ASSISTANT COUNTY ATTORNEY**

Exhibit A





LOCATION MAP
NOT TO SCALE



LEGEND

- Δ

A/C

A.K.A.

ALUM.

C.B.

C.M.

C.O.

CLF

CONC.

COV.

C.P.P.

D.E.

ELEC.

ELEV.

EQUIP.

ESMT.

EXIST.

F.H.

F.P.L.

FIN.

FLR.

FND.

G.V.

H.H.

I.R.

I.R./CAP

L

L.E.

- DELTA (CENTRAL ANGLE)

- CENTER LINE

- AIR CONDITIONER

- ALSO KNOWN AS

- ALUMINUM

- CATCH BASIN

- CONCRETE MONUMENT

- CLEANOUT

- CHAIN LINK FENCE

- CONCRETE

- COVERED

- CONCRETE POWER POLE

- DRAINAGE EASEMENT

- ELECTRIC

- ELEVATION

- EQUIPMENT

- EASEMENT

- EXISTING

- FIRE HYDRANT

- FLORIDA POWER & LIGHT

- FINISHED

- FLOOR

- FOUND

- GATE VALVE

- HAND HOLE

- IRON ROD

- IRON ROD & CAP

- ARC LENGTH

- LANDSCAPE EASEMENT
- L.M.E.

L.P.

O.R.B.

P.B.

P.C.

P.C.C.

P.I.

PGS.

P.R.C.

P.R.M.

PROP.

R

R.P.

R/W

SQ. FT.

S/T

TYP.

U.E.

W.M.

W.P.P.

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0.00

OHW

S

O

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- LAKE MAINTENANCE EASEMENT

- LIGHT POLE

- OFFICIAL RECORD BOOK

- PLAT BOOK

- POINT OF CURVATURE

- POINT OF COMPOUND CURVATURE

- POINT OF INTERSECTION

- PAGE(S)

- POINT OF REVERSE CURVATURE

- PERMANENT REFERENCE MONUMENT

- PROPOSED

- RADIUS

- RADIUS POINT

- RIGHT-OF-WAY

- SQUARE FEET

- SEPTIC TANK

- TYPICAL

- UTILITY EASEMENT

- WATER METER

- WOOD POWER POLE

- DENOTES PROPOSED ELEVATION

- DENOTES EXISTING ELEVATION

- DIRECTION OF FLOW

- DRAINAGE MANHOLE

- IRRIGATION CONTROL VALVE

- OVERHEAD WIRES

- SANITARY MANHOLE

- SET 5/8" IR/CAP LB 3591

- SIGN

NOTES:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.
- THIS SURVEY MAP, OR ANY COPIES THEREOF, ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.

THE LANDS, AS SHOWN HEREON, WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENT OF RECORD.

THE ELEVATIONS, AS SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. CONVERSION TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 ADD 1.467 PER VERTCON CONVERSION SOFTWARE.

BEARINGS SHOWN HEREON REFER TO RECORD PLAT AND ASSUMES THE NORTH LINE OF LOT 25 AS N66°11'33"E.

THE DESCRIPTION, AS SHOWN HEREON, IS IN ACCORD WITH THE INSTRUMENT OF RECORD.

ANY UNDERGROUND FOUNDATIONS WERE NOT LOCATED.

ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY, OR PARTIES, IS PROHIBITED, WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY, OR PARTIES.

FLOOD ZONE: "X"; FIRM MAP NO. 12085C0144H; COMMUNITY NO. 120161; DATED: FEBRUARY 19, 2020.

BENCHMARK: MARTIN COUNTY BENCHMARK "GAINES-F", ELEVATION = 8.44' (NAVD88).

PROPERTY ADDRESS: 279 SW HARBOR ST, STUART, FL

DESCRIPTION:

THE EAST 100 FEET OF LOT 25, HARBOR ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 65, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SAID LANDS SITUATE IN CITY OF STUART, MARTIN COUNTY, FLORIDA.

CONTAINING 10,000 SQUARE FEET OR 0.2296 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS SURVEYED UNDER MY DIRECTION, ON SEPTEMBER 10, 2020. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2

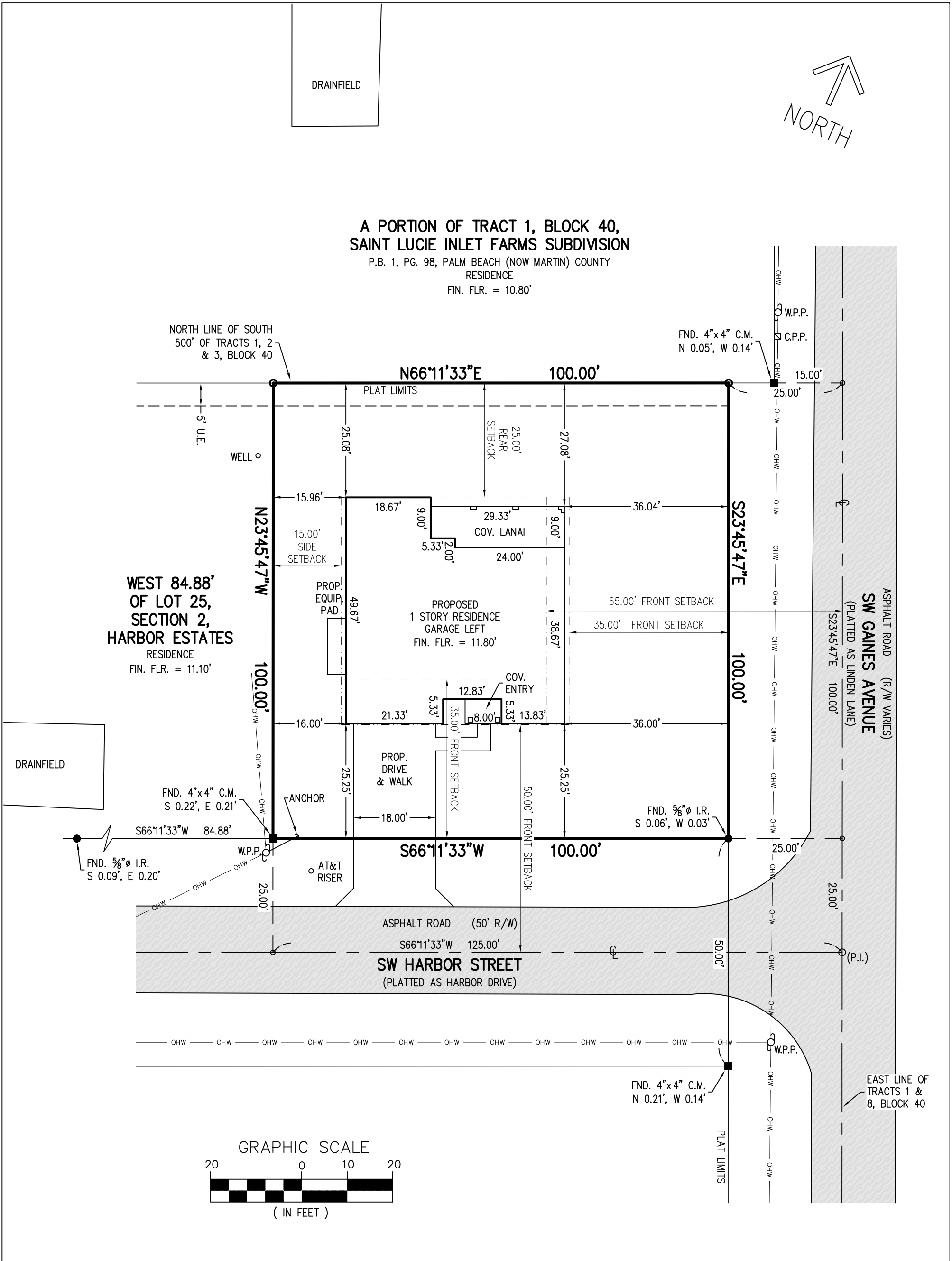


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HARBOR ESTATES
EAST 100 FEET OF LOT 25 - BOUNDARY SURVEY

PERMIT SKETCH	12/30/2020	RFC
BOUNDARY SURVEY	9/10/2020	RFC
REVISIONS	DATE	BY
FILE NAME: 279 SW HARBOR ST.dwg		

DATE	9/10/2020
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	N/A



- NOTE:
- IMPROVEMENTS SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED.
 - DRIVEWAYS SHOWN HEREON ARE FOR GRAPHIC PURPOSE ONLY AND NOT FOR CONSTRUCTION.

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HARBOR ESTATES
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PERMIT SKETCH	12/30/2020	RFC
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DATE	9/10/2020
DRAWN BY	RFC
F.B./ PG.	N/A
SCALE	1" = 20'
JOB NO.	N/A



SUNBELT
TITLE AGENCY

Prepared by: Jayne Harness
Sunbelt Title Agency
Return to: 1715 N. Westshore Blvd., Suite 190
Tampa, FL 33607
File Number: 1740620-08876

[Space Above This Line For Recording Data]

This Warranty Deed

Made this 24 day of August, 2020 by Elizabeth J. Thomas, An Unremarried Widow and Tiffany Prado, a single woman, hereinafter called the Grantor, to Spencer Groth, A Single Woman, whose post office address is: 16525 105th Drive North, Jupiter, FL 33478, hereinafter called the Grantee:

(Whenever used herein the term "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).

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Martin County, Florida, viz:

The East 100 feet of Lot 25, HARBOR ESTATES, according to the plat thereof, recorded in Plat Book 3, Page 65, of the Public Records of Martin County, Florida.

Parcel Identification Number: 55-38-41-007-000-00250.80000

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. Subject to covenants, restrictions, easements of record and taxes for the current year and subsequent years.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Armando Lara-Tabares
Witness: (Signature)

Print Name: Armando Lara-Tabares

Ashlee Schneider
Witness: (Signature)

Print Name: Ashlee Schneider

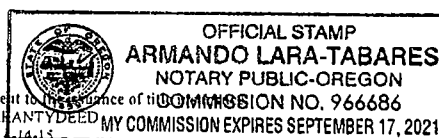
Elizabeth J. Thomas
Elizabeth J. Thomas
4875 SW 78th Ave #157
Portland, OR 97225

See attached
Tiffany Prado
3123 SW HUBER STREET
Portland, OR 97214

State of Oregon
County of Washington

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2020, by Elizabeth J. Thomas, who: ☐ is personally known to me or ☒ produced Florida ID card as identification.

Armando Lara-Tabares
NOTARY PUBLIC (signature)
Print Name: Armando Lara-Tabares
My Commission Expires: 9/17/2021
Stamp/Seal:



Incident to the issuance of this
WARRANTY DEED
REV. 1-14-15
COMMISSION NO. 966686
MY COMMISSION EXPIRES SEPTEMBER 17, 2021



SUNBELT
TITLE AGENCY

2369 SE Federal Hwy, Stuart, FL 34994 • Phone (772) 220-5988 • Fax (303) 876-4806

Settlement Agent Certification (Non CD Transactions)

Elizabeth J. Thomas, Tiffany Prado
4875 SW 78th Ave #157
Portland, OR 97225

Spencer Groth
16525 105th Drive North
Jupiter, FL 33478

File Number: 1740620-08876
Property Address: 279 SW Harbor Street Stuart, FL 34997
Lender (if applicable):
Loan Number:

The undersigned hereby certify they have carefully reviewed the Closing Statement and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Statement to be paid on their behalf. We further certify we have received a copy of the Closing Statement.

Elizabeth J. Thomas

DocuSigned by:

18D455A5EC884EE
Spencer Groth

Tiffany Prado

Date: 8/18/2020 | 11:21 AM EDT

Date: _____

I have reviewed the settlement statement, the lender's closing instructions (if applicable) and any and all other forms relative to the escrow funds, including any disclosures of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

DocuSigned by:

Escrow Officer: Jayne Harness
License Number: W145325
Agency License Number: W462386



SUNBELT
TITLE AGENCY

2369 SE Federal Hwy , Stuart, FL 34994 • Phone (772) 220-5988 • Fax (303) 876-4806

Future Contact Information

Closing Date: August 21, 2020

File Number: 1740620-08876

Buyer Information:

Future Address of:
Spencer Groth

16525 105th Drive North
Jupiter, FL 33478

Phone Number: 5613393549

Email Address: spencegroth@gmail.com

Social Security or Tax ID No.:
593214918

DocuSigned by:
Spencer Groth
IND45A5EC684FF

Spencer Groth

Attorney Information: Buyer



2369 SE Federal Hwy , Stuart, FL 34994 • Phone (772) 220-5988 • Fax (303) 876-4806

Lien Search Disclosure – Seller & Buyer

As a courtesy, Sunbelt Title Agency has provided a Lien Search with regard to the following described property:

The East 100 feet of Lot 25, HARBOR ESTATES, according to the plat thereof, recorded in Plat Book 3, Page 65, of the Public Records of Martin County, Florida.

Parcel Identification Number: 55-38-41-007-000-00250.80000

Sunbelt Title Agency does not warrant the validity of the contents.

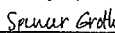
The Seller(s) understand Sunbelt Title Agency and Title Resources Guaranty Company do not make any determinations on the insurability of title due to permitting, code violations, city ordinances or zoning. Permitting, code violations, city ordinances and zoning are not covered under the terms of the title insurance policy.

Seller(s) further agree any permitting, code violations, city ordinances or zoning issues will be settled between the parties and not as part of the closing with Sunbelt Title Agency.

This disclosure is given for the purpose of inducing Sunbelt Title Agency and Title Resources Guaranty Company ("entities") to issue title insurance on the subject property with the knowledge said entities are relying upon the statements set forth herein. Seller(s) hereby hold Sunbelt Title Agency and Title Resources Guaranty Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

Elizabeth J. Thomas

Tiffany Prado

DocuSigned by:

Spencer Groth



SUNBELT
TITLE AGENCY

2369 SF Federal Hwy, Stuart, FL 34994 • Phone (772) 220-5988 • Fax (303) 876-4806

Compliance/Tax Proration and General Closing Agreement

The undersigned hereby agree that all conditions and stipulations of that certain contract for sale have been met and that all necessary and pertinent documents have been supplied and approved including: Warranty Deed, Mortgage Deed, Affidavits and Settlement Statement.

Compliance Agreement: The undersigned agree, if requested by Sunbelt Title Agency to fully cooperate and adjust for clerical errors, any or all closing documentation deemed necessary or desirable in the reasonable discretion of Sunbelt Title Agency to complete this transaction.

In the event of an error or omission on the settlement statement, the undersigned Buyer(s) and Seller(s) agree to immediately forward any funds necessary to Sunbelt Title Agency, to correct the error.

Marital Status: The Buyer(s) state SPENCER GROTH marital status is SINGLE and if married, the name of his/her spouse is N/A.

Title Vesting: The undersigned Buyer(s) have directed Sunbelt Title Agency as to the proper vesting to the real property included in this transaction. The vesting deed will show title being held as: Spencer Groth, A Single Woman.

Taxes: It is hereby agreed to by the undersigned that the proration of real estate taxes stated in the settlement statement prepared by Sunbelt Title Agency is based on the terms of the executed contract for sale furnished to Sunbelt Title Agency and is calculated using the property's current year tax bill. If the current year's tax bill is not available, a current assessment will be used. If a current assessment is not available, the property tax bill from the PRIOR YEAR will be used to determine tax proration for the current year.

Should any action by the taxing authority result in material difference in the real estate taxes for the current year which indicate an adjustment would be in order in either the Buyer's or Seller's favor, it is understood and agreed that any adjustment in the proration of taxes will be settled solely between the Buyer(s) and Seller(s).

Seller(s) warrant that the Homestead Tax Exemption _____ has or X has not been filed for the current year.

A determination as to whether tangible personal property taxes are due and owing against any personal property located upon this real property has not been made. The Seller(s) represent to the Buyer(s) that any tangible personal property taxes due against any personal property located upon the real property have been paid, if any were due. In addition, the Seller(s) agree that should any tangible personal property taxes be assessed for any personal property located upon the real property for the time period in which the Seller(s) owned the real property, the Seller(s) shall, in a timely manner and upon written request of the Buyer(s), pay said taxes, and/or reimburse the Buyer(s) for any monies the Buyer(s) advances for payment of those taxes.

Release of Information to Third Party: Buyer(s) and Seller(s) authorize a copy of the settlement statement and/or Seller's Closing Disclosure to be provided to the other party, Homeowners/Condo Association(s) if required by said association, Lender(s), real estate brokers and agents involved in the transaction. Furthermore, Buyer(s) hereby authorize Sunbelt Title Agency to provide any requested information to their homeowner's insurance company.

Payoff/Invoices: Any bills for inspection and/or repair received after the settlement will be the responsibility of the person ordering such repairs or inspections, and Sunbelt Title Agency will be held harmless.

Seller(s) realize that Sunbelt Title Agency is relying on a written payoff figure from their lender(s). If however, this amount is found to be insufficient by the lender(s) after closing, the Seller(s) do hereby agree that any additional funds required to obtain a satisfaction of the subject mortgage(s) will be immediately forwarded Sunbelt Title Agency or the said amount may be deducted from the Seller's escrow account.

Seller(s) warrant that any equity lines of credit or revolving lines of credit have not been used since the date of the payoff statement.

Buyer(s) and Seller(s) acknowledge their contract may provide for the proration of non-title related matters such as propane gas, utilities, service contracts and/or waste assessments. Buyer(s) and Seller(s) agree to hold harmless Sunbelt Title Agency for lack of, or improper proration unless Buyer(s) and Seller(s) provide current information from the proper authority/provider directly to Sunbelt Title Agency.

Association(s): Buyer(s) have been notified by Sunbelt Title Agency that Homeowners/Condo Association fees are due to Association(s) on a regular basis. The Association(s) payment amounts and payment frequency are set forth in the Sale and Purchase contract. Seller(s) acknowledge that all Homeowners/Condo Association fees and/or special assessments are paid in full to date.

Open/Expired Permits: Seller(s) warrant that all open/expired permits have been closed and Seller(s) have obtained any required permits for improvements to the Property prior to Closing Date.

The Undersigned hereby covenant to hold-harmless and release Sunbelt Title Agency, its employees, agents, predecessors, successors, assigns, and affiliates from any and all liability for any and all claims and/or all known and unknown, foreseen and unforeseen damages resulting from open or expired permits required by any governmental entity, for the Subject Property.

Attorneys' Fees: In the event that litigation is initiated relating to this agreement, the parties hereto agree that the prevailing party shall be entitled to attorneys' fees, court costs and expenses. The parties hereto, other than Escrow/Closing Agent, agree that the Escrow/Closing Agent is entitled to reimbursement of attorneys' fees, court costs and expenses relating to said litigation as they are incurred by Escrow/Closing Agent, without limiting any other rights of recovery from the Buyer(s) and Seller(s) directly.

Date Seller(s)
August 21, 2020 Elizabeth J. Thomas

Tiffany Prado

Buyer(s) DocuSigned by:
 Spencer Groth
Spencer Groth - 1B0455A5EC804FE...



SUNBELT
TITLE AGENCY

2369 SE Federal Hwy, Stuart, FL 34994 • Phone (772) 220-5988 • Fax (303) 876-4806

Compliance/Tax Proration and General Closing Agreement

The undersigned hereby agree that all conditions and stipulations of that certain contract for sale have been met and that all necessary and pertinent documents have been supplied and approved including: Warranty Deed, Mortgage Deed, Affidavits and Settlement Statement.

Compliance Agreement: The undersigned agree, if requested by Sunbelt Title Agency to fully cooperate and adjust for clerical errors, any or all closing documentation deemed necessary or desirable in the reasonable discretion of Sunbelt Title Agency to complete this transaction.

In the event of an error or omission on the settlement statement, the undersigned Buyer(s) and Seller(s) agree to immediately forward any funds necessary to Sunbelt Title Agency, to correct the error.

Marital Status: The Buyer(s) state SPENCER GROTH marital status is SINGLE and if married, the name of his/her spouse is N/A.

Title Vesting: The undersigned Buyer(s) have directed Sunbelt Title Agency as to the proper vesting to the real property included in this transaction. The vesting deed will show title being held as: Spencer Groth, A Single Woman.

Taxes: It is hereby agreed to by the undersigned that the proration of real estate taxes stated in the settlement statement prepared by Sunbelt Title Agency is based on the terms of the executed contract for sale furnished to Sunbelt Title Agency and is calculated using the property's current year tax bill. if the current year's tax bill is not available, a current assessment will be used. If a current assessment is not available, the property tax bill from the PRIOR YEAR will be used to determine tax proration for the current year.

Should any action by the taxing authority result in material difference in the real estate taxes for the current year which indicate an adjustment would be in order in either the Buyer's or Seller's favor, it is understood and agreed that any adjustment in the proration of taxes will be settled solely between the Buyer(s) and Seller(s).

Seller(s) warrant that the Homestead Tax Exemption _____ has or ☒ has not been filed for the current year.

A determination as to whether tangible personal property taxes are due and owing against any personal property located upon this real property has not been made. The Seller(s) represent to the Buyer(s) that any tangible personal property taxes due against any personal property located upon the real property have been paid, if any were due. In addition, the Seller(s) agree that should any tangible personal property taxes be assessed for any personal property located upon the real property for the time period in which the Seller(s) owned the real property, the Seller(s) shall, in a timely manner and upon written request of the Buyer(s), pay said taxes, and/or reimburse the Buyer(s) for any monies the Buyer(s) advances for payment of those taxes.

Release of Information to Third Party: Buyer(s) and Seller(s) authorize a copy of the settlement statement and/or Seller's Closing Disclosure to be provided to the other party, Homeowners/Condo Association(s) if required by said association, Lender(s), real estate brokers and agents involved in the transaction. Furthermore, Buyer(s) hereby authorize Sunbelt Title Agency to provide any requested information to their homeowner's insurance company.

Payoff/Invoices: Any bills for inspection and/or repair received after the settlement will be the responsibility of the person ordering such repairs or inspections, and Sunbelt Title Agency will be held harmless.

Seller(s) realize that Sunbelt Title Agency is relying on a written payoff figure from their lender(s). If however, this amount is found to be insufficient by the lender(s) after closing, the Seller(s) do hereby agree that any additional funds required to obtain a satisfaction of the subject mortgage(s) will be immediately forwarded Sunbelt Title Agency or the said amount may be deducted from the Seller's escrow account.

Seller(s) warrant that any equity lines of credit or revolving lines of credit have not been used since the date of the payoff statement.

Buyer(s) and Seller(s) acknowledge their contract may provide for the proration of non-title related matters such as propane gas, utilities, service contracts and/or waste assessments. Buyer(s) and Seller(s) agree to hold harmless Sunbelt Title Agency for lack of, or improper proration unless Buyer(s) and Seller(s) provide current information from the proper authority/provider directly to Sunbelt Title Agency.

Association(s): Buyer(s) have been notified by Sunbelt Title Agency that Homeowners/Condo Association fees are due to Association(s) on a regular basis. The Association(s) payment amounts and payment frequency are set forth in the Sale and Purchase contract. Seller(s) acknowledge that all Homeowners/Condo Association fees and/or special assessments are paid in full to date.

Open/Expired Permits: Seller(s) warrant that all open/expired permits have been closed and Seller(s) have obtained any required permits for improvements to the Property prior to Closing Date.

The Undersigned hereby covenant to hold-harmless and release Sunbelt Title Agency, its employees, agents, predecessors, successors, assigns, and affiliates from any and all liability for any and all claims and/or all known and unknown, foreseen and unforeseen damages resulting from open or expired permits required by any governmental entity, for the Subject Property.

Attorneys' Fees: In the event that litigation is initiated relating to this agreement, the parties hereto agree that the prevailing party shall be entitled to attorneys' fees, court costs and expenses. The parties hereto, other than Escrow/Closing Agent, agree that the Escrow/Closing Agent is entitled to reimbursement of attorneys' fees, court costs and expenses relating to said litigation as they are incurred by Escrow/Closing Agent, without limiting any other rights of recovery from the Buyer(s) and Seller(s) directly.

Date
August 21, 2020

Seller(s)

Elizabeth J. Thomas

Tiffany Prado

Buyer(s)

Spencer Groth

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Kendall French
Witness: (Signature)

Print Name: Kendall French

[Signature]
Witness: (Signature)

Print Name: Ken Tietzert

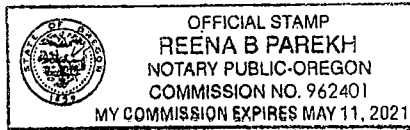
See attached
Elizabeth J. Thomas
4875 SW 78th Ave #157
Portland, OR 97225

[Signature]
Tiffany Prado
3123 SW HUBER STREET
Portland, OR 97214

State of Multnomah CO/OREGON
County of MULT CO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of August, 2020, by Tiffany Prado, who: ☐ is personally known to me or ☒ produced OREGON DL as identification.

Reena Parekh
NOTARY PUBLIC (signature)
Print Name: REENA PAREKH
My Commission Expires: MAY 11, 2021
Stamp/Seal:



State of OREGON, County of Multnomah
This record was acknowledged before me on
August 25th, 2020
by TIFFANY DAWN PRADO

Notary Signature Reena Parekh

Narrative:

I, Spencer Groth, am the owner of 279 SW HARBOR ST, STUART FL (Parcel ID: 55-38-41-007-000-00250-8). I am requesting a variance to the centerline on Gaines Ave and the Front Setback on Harbor Street because I am unable to get reasonable use of the property without an adjustment in the county setbacks. The county setbacks will not accommodate a house of reasonable design.

Prior to purchasing this lot, I had several builders look at the property and the county setbacks. I was told I would have no problem fitting a house on this land. My architect was given the setbacks and drew my house plans according to what he interpreted the county setbacks were. He did not realize, nor did the other builders that the setbacks were given for both the front yard and centerline and were for whichever is *greatest*. I would not have purchased this lot if I would have known I'd be so restricted in what I could build.

I am requesting a zoning setback reduction on Harbor from (35' to 25') I need 10' relief for the front setback on Harbor. I am requesting a centerline setback reduction on Gaines. Please see the attached site plan for relief measurements.

The Legal Description is as followed: HARBOR ESTATES SEC 2 E 100' OF LOT 25 OR 354/204. The size of the property is: .2300 Acres

I have attached everything on the Variance Non- Administrative checklist except for the Power of Attorney (I will be representing myself) and a Property Transfer certification. There has not been a property transfer since the recorded deed dated 8/24/2020.

SAMPLE LETTER TO SURROUNDING PROPERTY OWNERS

(month) (day), (2020)

(addressee from the certified property owners list)
(address)

Subject: Request for a variance by Spencer Groth to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code, for the HR-1, Single Family Residential District and to reduce the centerline setback requirements pursuant to Section 3.16.C.1.a., Land Development Regulations (LDR) to permit the construction of a Single-family home. The subject property is located at 279 SW Harbor Street in Stuart, Florida.

Legal Description: The east 100 feet of lot 25, Harbor Estates, according to the Plat thereof, as recorded in Plat Book 3, Page 65, of the Public Records of Martin County, Florida.

Dear *(property owner)*:

As a landowner within 300 feet of the property identified in the legal description and shown on the map attached to this letter, please be advised that consideration of a request for a variance as noted above will occur at a public hearing.

The date, time and place of the scheduled hearing are as follows:

BOARD OF ZONING ADJUSTMENT

Date: Thursday, January 28, 2021
Time: 7:00 P.M. or as soon as it can be heard after this time
Place: Martin County Administrative Center, Commission Meeting Room, First Floor
2401 S.E. Monterey Road, Stuart, Florida 34996

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 320-3131. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E., Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator not less than 7 business days prior to the Board of Zoning Adjustment meeting. No fee will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating the he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes, intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the meeting.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Paul Schilling, Growth Management Director, (e-mail: pschilli@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.

Sincerely,

(applicant's name)

Attachments: Location Map
Site Plan

Classifieds

To Advertise, visit: **classifieds.tcpalm.com**

■ Classifieds Phone: **772.283.5252**
 ■ Classifieds Email: **tcpalmclass@gannett.com**
 ■ Hours: **Monday - Friday 8:00am - 5:30pm**

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Treasure Coast reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Treasure Coast shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

Your Source Public Notices

for the latest...

Bids and Proposals

REQUEST FOR BID (RFB) 2021-3295

Martin County Board of County Commissioners
 Attn: Purchasing Division
 2401 S.E. Monterey Road
 Stuart, Florida 34996
 pur_div@martin.fl.us
 www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

CR-A1A / DIXIE HIGHWAY RESURFACING (SE INDIAN STREET TO SE JEFFERSON STREET)

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until **2:30 PM** local time, on Wednesday, **February 10, 2021**. The complete bid document may be downloaded from www.demandstar.com (online bidding site). This project is partially funded by a State of Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) grant. Therefore, the successful contractor shall comply with all grant requirements. Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida,
 Pub January 6, 13, 2021
 TCN4533221

Foreclosure

NOTICE OF DEFAULT AND INTENT TO FORECLOSE DISNEY VACATION CLUB AT VERO BEACH FILE: 42136.0007

Pursuant to Section 721.856, Florida Statutes, the undersigned Trustee, as appointed by **MONERA FINANCIAL, INC.** (hereinafter referred to as "Monera") hereby formally notifies you that you have defaulted under the Note and Mortgage by failing to make the payment due on (See Exhibit "A") and all subsequent payments. You currently owe Monera the amount of (See Exhibit "A") with interest accruing at the rate of (See Exhibit "A") per day, with regard to the following real property located in Indian River County, Florida: An undivided (See Exhibit "A") interest in Unit (See Exhibit "A") of the Disney Vacation Club at Vero Beach, a condominium (the "Condominium"), according to the Declaration of Condominium thereof as recorded in Official Records Book 1071, Page 2227, Public Records of Indian River County, Florida, and all amendments thereto (the "Declaration"); subject to that certain terms of years deed between Disney Development Company, a Florida corporation, and Disney Vacation Development, Inc., a Florida corporation, ("DVD") dated October 11, 1994, and recorded October 14, 1994 in Official Records Book 1036, Page 2595, Public Records of Indian River County, Florida, and that certain deed between Disney Development Company, a Florida corporation, and Lake Buena Vista Communities, Inc., a Delaware corporation, dated and recorded September 30, 1994, in Official Records Book 1035, Page 1197, Public Records of Indian River County, Florida (the "Deeds"); and subject to that certain Master Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Indian River County, Florida, and all amendments thereto, and subject to easements and restrictions of record. 9250 Island Grove Terrace, Vero Beach, FL 32963 (herein "Time Share Plan (Property) Address"). As a result of the aforementioned default, Monera hereby elects to sell the Property pursuant to Section 721.856, Florida Statutes. Please be advised that in the event that the debt owed to Monera is not paid within thirty-five (35) days after receipt of this notice, the undersigned Trustee shall proceed with the sale of the Property as provided in Section 721.856, Florida Statutes. Pursuant to Section 721.856, Florida Statutes, the undersigned Trustee shall: (1) Provide you with written notice of the sale, including the date, time and location thereof; (2) Record the notice of sale in the Public Records of Indian River County, Florida; and (3) Publish a copy of the notice of sale two (2) times, once each week, for two (2) successive weeks, in an Indian River County newspaper, provided such a newspaper exists at the time of publishing. If you fail to cure the default as set forth in this notice or take other appropriate action with regard to this foreclosure matter, all sums due and owing under the Note and Mortgage shall be accelerated and will become immediately due and payable. Additionally, as a result of the default, you risk losing ownership of your timeshare interest through

Foreclosure

the trustee foreclosure procedure established in Section 721.856, Florida Statutes. Any right you may have to reinstate the mortgage after acceleration will be pursuant to the terms of the mortgage. You may choose to sign and send to the undersigned trustee the enclosed objection form, exercising your right to object to the use of the trustee foreclosure procedure. Upon the undersigned trustee's receipt of your signed objection form, the foreclosure of the mortgage with respect to the default specified in this notice shall be subject to the judicial foreclosure procedure only. You have the right to cure your default in the manner set forth in this notice at any time before the trustee's sale of your timeshare interest. If you do not object to the use of the trustee foreclosure procedure, you will not be subject to a deficiency judgment even if the proceeds from the sale of your timeshare interest are insufficient to offset the amounts secured by the mortgage lien. By: GREENSPOON MARDER, LLP, Trustee.

EXHIBIT "A" - NOTICE OF DEFAULT AND INTENT TO FORECLOSE

Owner(s)/Obligor(s), Undivided Interest, Unit, Default Date, Book/Page of Recorded Mortgage, Default Amount, Per Diem Amount CHRISTOPHER MAZZEI, 3940 BROAD STREET BOX #7149, SAN LUIS OBISPO, CA 93401, 1.2536%, 12N, 12/19/2019, 3163/1858, \$1,862.81, \$0.92.
 Pub January 6th & 13th 2021
 TCN4537618

Notice To Creditors

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF ALICE LEONARD HIGGINS, Deceased.

Case No.
 562020CP001243AXXXHC

NOTICE TO CREDITORS

The administration of the estate of ALICE LEONARD HIGGINS, deceased, whose date of death was August 19, 2020, and whose Social Security Number is xxx-xx-2950, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is 201 South Indian River Drive, Fort Pierce, FL 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA STATUTES WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this Amended Notice is January 6, 2021

Attorney for Personal Representative:
 /s/ Ronald E. Crescenzo
 RONALD E. CRESCENZO
 Florida Bar No. 894214
 CIKLIN LUBITZ
 515 N. Flagler Drive, 20th Floor
 West Palm Beach, FL 33401
 Telephone: 561-832-5900
 Fax: 561-833-4209
 Email: RCrescenzo @CiklinLubitz.com

Personal Representative:
 /s/ Dennis Higgins
 DENNIS HIGGINS
 c/o RONALD E. CRESCENZO, ESQ.
 515 N. Flagler Dr, 20th Floor
 West Palm Beach, FL 33401
 Pub: Jan 6, 13, 2020
 TCN4536652

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA

IN RE: ESTATE OF

CASE NO.: 31-2020-CP-001604

PROBATE DIVISION
 PATRICK J. LOFTUS
 Deceased,

NOTICE TO CREDITORS

The administration of the estate of Patrick J. Loftus, deceased, whose date of death was October 29, 2020, is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is P.O. Box 1028, Vero Beach, FL 32967-1028. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

Notice To Creditors

ing in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is P.O. Box 1028, Vero Beach, FL 32967-1028. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is January 13, 2021.

Attorney for Personal Representative:
 Ronald Keith Lawn
 Florida Bar Number: 296351
 Lawn & LeBlanc, PLLC
 5070 Hwy A1A, Suite 221
 Vero Beach, FL 32963
 Telephone: (772) 231-1212
 Fax: (772) 404-6011
 E-Mail: ronnie@verobeachlawgroup.com
 Secondary E-Mail(s): eli@verobeachlawgroup.com
gina@verobeachlawgroup.com
 m

IN THE CIRCUIT COURT FOR INDIAN RIVER COUNTY, FLORIDA - PROBATE DIVISION

File No. 312020CP001589

Division

IN RE: ESTATE OF DOROTHY M. MARTIN a/k/a DOROTHY MAE MARTIN Deceased.

NOTICE TO CREDITORS

The administration of the estate of DOROTHY M. MARTIN a/k/a DOROTHY MAE MARTIN, deceased, whose date of death was August 18, 2020 and is pending in the Circuit Court for Indian River County, Florida, Probate Division, the address of which is 2000 16th Avenue, Vero Beach, Florida 32960. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FOR ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is January 6, 2021.

Attorney
 Email: john@jimchughlaw.com
 Florida Bar No. 444626
 John Joseph McHugh, Jr., Esquire

1555 Indian River Blvd., Suite 125
 Vero Beach, Florida 32960
 Telephone: 772-778-1100

Personal Representative:
 Jason A. Riffey
 Name

c/o John Joseph McHugh, Jr
 1555 Indian River Blvd., Suite 125
 Vero Beach, Florida 32960

Pub: January 6, 13, 2021
 TCN4533001

Notice To Creditors

IN THE CIRCUIT COURT FOR ST LUCIE COUNTY, FLORIDA PROBATE DIVISION
 IN RE: ESTATE OF PATSY ANN GONZALEZ Deceased.
 File No. 562020CP000633
 Division PROBATE

NOTICE TO CREDITORS

The administration of the estate of PATSY ANN GONZALEZ, deceased, whose date of death was May 3, 2020, is pending in the Circuit Court for ST LUCIE County, Florida, Probate Division, the address of which is 218 SOUTH 2ND STREET, FORT PIERCE, FL 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is 11/01/2020.

Attorney for Personal Representative:
 LAW OFFICE OF JULES-TOUS SAINT
 Attorney
 Florida Bar Number: 23757
 2107 SUNRISE
 FORT PIERCE, FL 34950
 Telephone: (772) 336-4700
 Fax: (772) 409-5966
 E-Mail: natchiajt@gmail.com
 Secondary E-Mail: LAWOFFICEOFJULEST@GMAIL.COM

Personal Representative:
 RICHARD DUFFIELD
 2334 SW FERN CIRCLE
 PORT ST LUCIE, Florida 34953
 Pub January 6th & 13th 2021
 TCN4537567

Public Sale

NOTICE OF SALE
 The following vehicles/vessels will be sold at reserve public auction pursuant to Section 713.78 of the Florida Statute on February 23, 2021 at 9:00 am. Inspect at vehicles location.

Sale of February 23, 2021
 Lot-221-1 2018 Hyun Sonata
 5NPE24AFXJH703605
 Lot-222-1 2017 Hyun Elantra
 5NPD74LF8HH120356 At:
 AAAA Transport Corp 3261
 SW Hambrick St Port St Lucie,
 FL 34953 305-219-3494

Lienholder has a right to a hearing prior to date of sale by filling with clerk of courts. Vehicle may be recovered without instituting judicial proceeding by posting bond as per 559.917 F.S. Net proceeds in excess of lien amount will be deposit with clerk of courts pursuant to Sections 713.78. All interested should contact Express Lien and Title Services, LLC P.O. Box 44-2841 Miami, FL 33144 305-546-3299
 Publish: Jan. 13, 2021
 TCN4550306

Public Notices

BEFORE THE BOARD OF ZONING ADJUSTMENT MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

Subject: Request for a variance by Spencer Groth to reduce the setback requirements of Article 3, Zoning Districts, Land Development Regulations, Martin County Code, for the HR-1, Single Family Residential District and to reduce the centerline setback requirements pursuant to Section 3.16.C, Land Development Regulations (LDR) to permit the construction of a Single-family home. The subject property is located at 279 SW Harbor Street in Stuart, Florida.

Legal Description: The east 100 feet of lot 25, Harbor Estates, according to the Plat thereof, as recorded in Plat Book 3, Page 65, of the Public Records of Martin County, Florida.

Time and Date: 7:00 P.M., or as soon after as the matter may be heard, on Thursday, January 28, 2020

Place: Martin County Administrative Center
 2401 SE Monterey Road
 Stuart, Florida

All interested persons are in-

Public Notices

vited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 320-3131. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the BOZA meeting. No fee will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes, intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the meeting.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Paul Schilling, Growth Management Director, (e-mail: pschilling@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department.
 Pub: Jan 13, 2021 TCN4545765

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR INDIAN RIVER COUNTY, FLORIDA
 Case No.: 31-2020-DR-000624
 Judge: Cynthia L. Cox
 LAERCIO SFORCIM PEREIRA, Petitioner/Husband, and
 VANIZI LUIZA SILVA, Respondent/Wife.

NOTICE OF ACTION FOR PETITION FOR DISSOLUTION OF MARRIAGE WITH PROPERTY AND NO MINOR CHILDREN

TO: VANIZI LUIZA SILVA

BRAZIL
 YOU ARE NOTIFIED that an action for Petition For Dissolution of Marriage (With Property and No Minor Children) has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on Charles E. Jarrell, Esq., attorney for Laercio Sforcim Pereira, whose address is 722 20th Street, Vero Beach, Florida 32960, on or before January 20, 2021 and file the original with the clerk of this Court at 2000 16th AVE, Vero Beach, Florida 32960 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition. The disposition of the following real property is at issue in this case: 1078 W 13TH SQ, Vero Beach, FL 32960; legal description Unit 180, Waterford Lakes Subdivision Phase II, according to the plat thereof, as recorded in Plat Book 16, Pages 96, 96A and 96B of the Public Records of Indian River County, Florida. Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request. You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail

Public Notices

Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the addresses on record at the clerk's office. WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
 Dated: 12/17/2020
 CLERK OF THE CIRCUIT COURT
 By: Eula M. Barnwell
 Deputy Clerk
 Pub: Dec. 23, 30, 2020, January 6, 13, 2021
 TCN4517372

NOTICE

Public Hearings will be conducted before the City Council of the City of Port St. Lucie at a meeting beginning at 6:30 p.m. or as closely thereafter as business permits, on January 25, 2021, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida for the following:

ORDINANCE 20-71
 AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING CH. 92, ANIMALS TO AMEND SEC. 92.01, DEFINITIONS, AND TO ADD SEC. 92.20, RETAIL SALE OF DOGS, CATS AND RABBITS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ORDINANCE 21-01
 AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING A PORTION OF A TWENTY (20) FOOT WIDE UTILITY AND DRAINAGE EASEMENT AFFECTING LOT 3 BLOCK 292, PORT ST. LUCIE SECTION TWO, RECORDED IN PLAT BOOK 12, PAGE(S) 12, 12A TO 12D, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 21-02
 AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, TO REZONE 1,639.873 ACRES OF PROPERTY LOCATED SOUTH OF THE C-24 CANAL, EAST OF RANGE LINE ROAD, WEST OF I-95, AND NORTH OF CROSSTOWN PARKWAY, FROM AG-5 (SLC AGRICULTURE-5) TO THE PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT AND TO AMEND 96.4 ACRES OF THE EXISTING VERANO SOUTH POD G PUD ZONING DISTRICT FOR A PROJECT KNOWN AS VERANO SOUTH POD G REZONING AND PUD AMENDMENT 1, TOTAL AREA CONSISTING OF 1,736.273 ACRES (P20-080); PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN AND PUD DOCUMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Karen A. Phillips, City Clerk
 Pub: January 13, 2021 TCN 4542103

The School Board of Martin County gives notice that it will hold a Special School Board Meeting on Wednesday, January 20, 2021 starting at 4:30pm. The members of the School Board may be present at 500 SE Ocean Boulevard, Stuart, FL 34994 in the School Board Meeting Room and/or participating by telephonic conference technology, and/or participating by other communication media technology. The public meeting access point is available following CDC guidelines at 500 SE Ocean Boulevard, Stuart, FL 34994. The public may offer public comments by appearing in person. Such persons will be placed in areas outside the meeting room and invited into the meeting room at the appropriate time, while maintaining the CDC requirements of social distancing, which is currently defined as not more than 50 individuals in a space and maintaining a distance of at least 6-feet between each individual. The public may also offer public comments by emailing comments to the following email address: mcsdpubliccomment@martinschools.org. All emails must contain the name of the submitted. All emails received by 12:00p.m. on January 20, 2021 will be provided to all School Board members prior to the meeting and will be appended to the meeting minutes. The public is advised this email address will be used solely for obtaining public comments for the Board Meeting and should not be used for other purposes or questions. Anyone who needs a special accommodation to participate in this meeting may contact the Office of the Superintendent at 772-219-1200 ext. 30222 at least 48 hours before the meeting. The agenda can be accessed on the Internet at <http://www.martinschools.org>.
 Publish: Jan. 13, 2020
 TCN4517947