



Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

RECEIVED
DEC 28 2020
GROWTH MANAGEMENT
DEPARTMENT

DEVELOPMENT REVIEW APPLICATION

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

A. GENERAL INFORMATION

Type of Application:

Variance



Name or Title of Proposed Project: 279 Harbor Street- S Groth Residence

Brief Project Description:

3 Bedroom/ 2 Bath Single Family Home

Was a Pre-Application Held? ☐ YES/NO ☒ Pre-Application Meeting Date: _____

Is there Previous Project Information? ☐ YES/NO ☒

Previous Project Number if applicable: _____

Previous Project Name if applicable: _____

Parcel Control Number(s)

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

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Spencer Groth

Company Representative: _____

Address: 16525 105th Drive North

City: Jupiter, State: Fl Zip: 33478

Phone: 561-339-3549 Email: spencegroth@gmail.com

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Spencer Groth

Company Representative: _____

Address: 16125 105th Drive North

City: Jupiter, State: FL Zip: 33478

Phone: 561-339-3549 Email: spencegroth@gmail.com

Agent (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Contract Purchaser (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Land Planner (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Landscape Architect (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Surveyor (Name or Company): Caulfield & Wheeler, Inc

Company Representative: Ryan Schneider

Address: 410 S.E

City: Port St. Lucie, State: FL Zip: 34984

Phone: 561-569-7135 Email: Ryan.schneider@cwiasoc.com

Civil Engineer (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Architect (Name or Company): Stephen Schneider, Inc

Company Representative: Steve Schneider

Address: 2831-A Exchange Court

City: West Palm Beach, State: Fl Zip: 33409

Phone: 561-723-4547 Email: scenter@aol.com

Attorney (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Environmental Planner (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Other Professional (Name or Company): N/A

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

D. Certification by Professionals

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877, F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. (125.022(1), Fla. Stat.)



This box must be checked if the applicant waives the limitations.

E. APPLICANT or AGENT CERTIFICATION

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

Spencer Groth
Applicant Signature

12/28/2020
Date

Spencer Groth
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA COUNTY OF: MARTIN

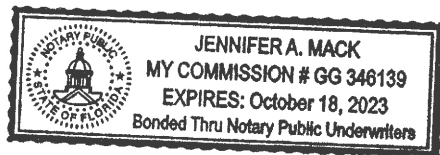
I hereby certify that the foregoing instrument was acknowledged before me this 28th day of December, 20 20, by Spencer Groth.

He or She ☒ is personally known to me or has produced as identification.

Jennifer A Mack
Notary Public Signature

Jennifer A MACK
Printed name

STATE OF: FLORIDA at-large





Martin County, Florida Growth Management Department
DEVELOPMENT REVIEW DIVISION
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772-288-5495 www.martin.fl.us

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Variance Non-Administrative

Applicant shall submit the following items in the order shown below as one complete set in hard copy (paper) format (see exceptions below) and one complete set electronically either on a disc or flash drive. In addition, if any item is not included, please identify the item and the reason for its exclusion in the narrative.

- ☒ 1. APPLICATION: Please use the new application form. [Application](#)
- ☒ 2. AFFIDAVIT: Complete the affidavit for digital submission. [Affidavit for digital submission](#)
- ☒ 3. NARRATIVE: A complete project narrative including what is being requested, the location and size of the subject property.
- ☒ 4. A check made payable to the Martin County Board of County Commissioners per the Development Review Fees. [Development review fee schedule](#)
- ☐ 5. POWER OF ATTORNEY: A notarized power of attorney authorizing an agent to act on the owner's behalf.
- ☒ 6. RECORDED DEED: A copy of the recorded deed(s) for the subject property and any contract for purchase of the property.
- ☒ 7. PROPERTY TRANSFER: A certification of any property transfer since the property was deeded to the current property owner. If there has not been a property title transfer since the recorded deed, provide a certified statement that no title transfer has occurred.
- ☒ 8. VARIANCE JUSTIFICATION: Justification statement for variance.
- ☒ 9. LOCATION MAP: A location map (8 1/2 x 11) showing the property and all major and minor roadways in and adjacent to the property with the property clearly outlined.
- ☒ 10. BOUNDARY SURVEY: A boundary survey (24 x 36) of the entire site including the legal description, parcel control number(s) and acreage, certified within 180 days of the date of this application, signed and sealed by a licensed Florida professional surveyor and mapper. Hard copy exception: 9 additional sets
- ☒ 11. SITE PLAN: A site plan (11 x 17 or larger) illustrating what is being requested. Hard copy exception: 9 additional sets

- ☒ 12. CERTIFIED LIST OF PROPERTY OWNERS: A certified list of surrounding property owners; within 300 feet if site is inside the urban service district, or 600 feet if site is outside the urban service district, to be notified by letter of the public hearings.
- ☒ 13. AERIAL PHOTO: Recent aerial photograph of the site with the property clearly outlined.
- ☒ 14. DISCLOSURE of INTEREST AFFIDAVIT: Please submit a completed financial disclosure affidavit form. [Section 10.5.D.1., LDR] [Disclosure of Interest Affidavit](#)

RESOURCES: [Martin County Development Review Webpage](#)



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

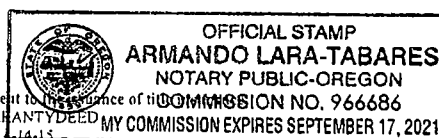
Elizabeth J. Thomas
Elizabeth J. Thomas
4875 SW 78th Ave #157
Portland, OR 97225

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 the
WARRANTY DEED
REV. 1-14-15
fp



SUNBELT
TITLE AGENCY

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

Settlement Agent Certification (Non CD Transactions)

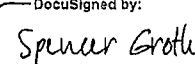
Elizabeth J. Thomas, Tiffany Prado
4875 SW 78th Ave #157
Portland, OR 97225

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

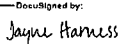
Spencer Groth

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:

IND45A5E6C84FF
Spencer Groth

Attorney Information: Buyer



SUNBELT
TITLE AGENCY

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.

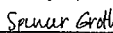
The Seller(s) understand Sunbelt Title Agency and Title Resources Guaranty Company do not make any determinations on the insurability of title due to permitting, code violations, city ordinances or zoning. Permitting, code violations, city ordinances and zoning are not covered under the terms of the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

August 21, 2020

Seller(s)

Elizabeth J. Thomas

Tiffany Prado

Buyer(s)

Spencer Groth



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

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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.

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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.

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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.

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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

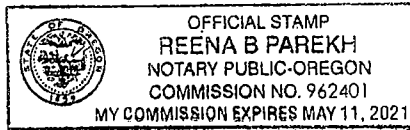
See attached
Elizabeth J. Thomas
4875 SW 78th Ave #157
Portland, OR 97225

[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