

# **96 North Sewall's Point Road**

**DEMO**

MASTER PERMIT NO. \_\_\_\_\_

### TOWN OF SEWALL'S POINT

Date 3/10/06

BUILDING PERMIT NO. 8102

Building to be erected for GALEA Type of Permit Demo SFR + Pool

Applied for by MASTERPIECE BUILDERS (Contractor) Building Fee 17,760 x 9.60/1000 = 170.5

Subdivision GOVT LOT 2 Lot \_\_\_\_\_ Block \_\_\_\_\_ Radon Fee \_\_\_\_\_

Address 96 N. SEWALL'S POINT RD Impact Fee \_\_\_\_\_

Type of structure SFR A/C Fee \_\_\_\_\_

Parcel Control Number:

3537410000000016170000

Amount Paid 170.50 Check # 27033 Cash \_\_\_\_\_ Other Fees ( \_\_\_\_\_ ) \_\_\_\_\_

Total Construction Cost \$ 17,760. TOTAL Fees 170.50

Signed [Signature]  
Applicant

Signed [Signature]  
Town Building Official

## PERMIT

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> BUILDING         | <input type="checkbox"/> ELECTRICAL            | <input type="checkbox"/> MECHANICAL    |
| <input type="checkbox"/> PLUMBING         | <input type="checkbox"/> ROOFING               | <input type="checkbox"/> POOL/SPA/DECK |
| <input type="checkbox"/> DOCK/BOAT LIFT   | <input checked="" type="checkbox"/> DEMOLITION | <input type="checkbox"/> FENCE         |
| <input type="checkbox"/> SCREEN ENCLOSURE | <input type="checkbox"/> TEMPORARY STRUCTURE   | <input type="checkbox"/> GAS           |
| <input type="checkbox"/> FILL             | <input type="checkbox"/> HURRICANE SHUTTERS    | <input type="checkbox"/> RENOVATION    |
| <input type="checkbox"/> TREE REMOVAL     | <input type="checkbox"/> STEMWALL              | <input type="checkbox"/> ADDITION      |

## INSPECTIONS

- |                                   |                              |
|-----------------------------------|------------------------------|
| UNDERGROUND PLUMBING _____        | UNDERGROUND GAS _____        |
| UNDERGROUND MECHANICAL _____      | UNDERGROUND ELECTRICAL _____ |
| STEMWALL FOOTING _____            | FOOTING _____                |
| SLAB _____                        | TIE BEAM/COLUMNS _____       |
| ROOF SHEATHING _____              | WALL SHEATHING _____         |
| TRUSS ENG/WINDOW/DOOR BUCKS _____ | LATH _____                   |
| ROOF TIN TAG/METAL _____          | ROOF-IN-PROGRESS _____       |
| PLUMBING ROUGH-IN _____           | ELECTRICAL ROUGH-IN _____    |
| MECHANICAL ROUGH-IN _____         | GAS ROUGH-IN _____           |
| FRAMING _____                     | EARLY POWER RELEASE _____    |
| FINAL PLUMBING _____              | FINAL ELECTRICAL _____       |
| FINAL MECHANICAL _____            | FINAL GAS _____              |
| FINAL ROOF _____                  | BUILDING FINAL _____         |

RECEIVED  
3/27/06

Town of Sewall's Point  
BUILDING PERMIT APPLICATION

Date \_\_\_\_\_ Permit Number \_\_\_\_\_

OWNER/TITLEHOLDER NAME Joseph Gallea Phone (Day) 585-355-3701 (Fax) \_\_\_\_\_

Job Site Address 96 Sewall's Point Rd City Stuart State FL Zip 34996

Legal Desc Property (Subd/Lot/Block) Gov Lot 2 Parcel Number 35-37-41-000-000-00161-7

Owner Address (if different) 2832 Clover St City Pittsford State NY Zip 14534

Description of Work To Be Done Complete Demolition & Removal of house, slabs & pool

WILL OWNER BE THE CONTRACTOR?

YES  NO

COST AND VALUES

Estimated Cost of Construction or Improvements \$ 17,760.00  
(Notice of Commencement needed over \$2500)

Estimated Fair Market Value prior to improvement \$ \_\_\_\_\_

(If no, fill out the Contractor & Subcontractor sections below)

Is improvement cost 50% or more of Fair Market Value? YES NO

(If yes Owner Builder Affidavit must accompany application)

Method of Determining Fair Market Value \_\_\_\_\_

CONTRACTOR/Company Masterpiece Builders Phone 283-2096 Fax 283-2770

Street 408 Colorado Ave City Stuart State FL Zip 34994

State Registration Number \_\_\_\_\_ State Certification Number CGC048543 Martin County License Number \_\_\_\_\_

SUBCONTRACTOR INFORMATION

~~Electrical~~ L.E.B Demolition State FL License Number CJC053390

Mechanical \_\_\_\_\_ State \_\_\_\_\_ License Number \_\_\_\_\_

Plumbing \_\_\_\_\_ State \_\_\_\_\_ License Number \_\_\_\_\_

Roofing \_\_\_\_\_ State \_\_\_\_\_ License Number \_\_\_\_\_

ARCHITECT \_\_\_\_\_ Lic # \_\_\_\_\_ Phone Number \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

ENGINEER \_\_\_\_\_ Lic# \_\_\_\_\_ Phone Number \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

AREA SQUARE FOOTAGE - SEWER - ELECTRIC Living \_\_\_\_\_ Garage \_\_\_\_\_ Covered Patios \_\_\_\_\_ Screened Porch \_\_\_\_\_

Carport \_\_\_\_\_ Total Under Roof \_\_\_\_\_ Wood Deck \_\_\_\_\_ Accessory Building \_\_\_\_\_

NOTICE In addition to the requirements of this permit there may be additional restrictions applicable to this property that may be found in the public records of this county and there may be additional permits required from other governmental entities such as water management districts state agencies or federal agencies

CODE EDITIONS IN EFFECT AT TIME OF APPLICATION Florida Building Code (Structural, Mechanical, Plumbing, Gas) 2004  
National Electrical Code 2002 Florida Energy Code 2004 Florida Accessibility Code 2004 Florida Fire Code 2004

I HEREBY CERTIFY THAT THE INFORMATION I HAVE FURNISHED ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND I AGREE TO COMPLY WITH ALL APPLICABLE CODES, LAWS AND ORDINANCES DURING THE BUILDING PROCESS

OWNER OR AGENT SIGNATURE (required)

Joseph Gallea

State of Florida County of \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

by \_\_\_\_\_ who is personally

known to me or produced \_\_\_\_\_

as identification \_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

Seal

CONTRACTOR SIGNATURE (required)

Jeffrey Bowers

On State of Florida County of MARTIN

This the 2ND day of MARCH 2006

by JEFFREY BOWERS who is personally

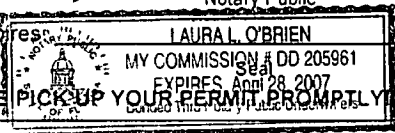
known to me or produced \_\_\_\_\_

As identification \_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

PERMIT APPLICATIONS VALID 30 DAYS FROM APPROVAL NOTIFICATION - PLEASE



OK Per Gene

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LP DATE (MM/DD/YYYY)  
 MASTE-4 05/02/05

PRODUCER  
 R V Johnson Agency, Inc  
 2041 SE Ocean Blvd  
 Stuart FL 34996  
 Phone 772-287-3366 Fax 772-287-4255



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED  
 Masterpiece Builders  
 Masterpiece Systems Inc dba  
 408 Colorado Avenue  
 Stuart FL 34994

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Owners Insurance Company	32700
INSURER B	Auto-Owners Insurance Co	18988
INSURER C	Bridgefield Employers Insuranc	
INSURER D		
INSURER E		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	20587760-05	05/05/05	05/05/06	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS COMP/OP AGG	\$ 2,000,000
						Emp Ben	1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	4232990400	05/05/05	05/05/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT COVERED W/THIS AGENCY			AUTO ONLY EA ACCIDENT	\$
						OTHER THAN AUTO ONLY EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$5000	4232990401	05/05/05	05/05/06	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below	083020848	03/01/05	03/01/06	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	E L EACH ACCIDENT \$ 1000000
							E L DISEASE EA EMPLOYEE \$ 1000000
							E L DISEASE POLICY LIMIT \$ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 30 days notice of cancellation for workers compensation coverage  
 Companies have the option to cancel 10 days for non-payment

CERTIFICATE HOLDER  
 TOWN024  
 Town of Sewalls Point  
 1 S Sewalls Point Road  
 Stuart FL 34996

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES  
 AUTHORIZED REPRESENTATIVE



**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**BOWERS, JEFFERY ALLAN  
MASTERPIECE BUILDERS  
408 COLORADO AVENUE  
STUART FL 34994**

STATE OF FLORIDA AC# 1511955  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CGC048543 07/29/04 000000000  
 CERTIFIED GENERAL CONTRACTOR  
 BOWERS, JEFFERY ALLAN  
 MASTERPIECE BUILDERS  
 IS CERTIFIED under the provisions of Ch 489 FS  
 Expiration date: AUG 31, 2006 L04072900492

DETACH HERE

AC# 1511955

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**SEQ# L04072900492**

DATE	BATCH NUMBER	LICENSE NBR
07/29/2004	000000000	CGC048543

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2006

**BOWERS, JEFFERY ALLAN  
MASTERPIECE BUILDERS  
408 COLORADO AVENUE  
STUART FL 34994**

**JEB BUSH  
GOVERNOR**

DISPLAY AS REQUIRED BY LAW

**DIANE CARR  
SECRETARY**

**2005-2006 MARTIN COUNTY ORIGINAL  
COUNTY OCCUPATIONAL LICENSE**

Larry C O Steen, Tax Collector, P O Box 9013, Stuart, FL 34995  
(772) 288-5604

LICENSE 1991-513-019 CERT \_\_\_\_\_  
PHONE (561)283-2096 SIC NO 001521  
LOCATION  
**408 COLORADO AVE MAR**

**CHARACTER COUNTS IN MARTIN COUNTY**

PREV YR \$	<u>.00</u>	LIC FEE \$	<u>25.00</u>
\$	<u>.00</u>	PENALTY \$	<u>.00</u>
\$	<u>.00</u>	COL FEE \$	<u>.00</u>
\$	<u>.00</u>	TRANSFER \$	<u>.00</u>
TOTAL		<u>25.00</u>	

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF  
**CERTIFIED GENERAL CONTRACTOR**

AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

31 DAY OF AUGUST 2005  
AND ENDING SEPTEMBER 30 2006 12 05083101 005348

**BOWERS, JEFFERY A  
MASTERPIECE BUILDERS  
408 COLORADO AVE  
STUART FL 34994**



**CITY OF STUART  
OCCUPATIONAL LICENSE  
2005-2006**

LICENSE NO	ACCOUNT NO	CATEGORY NO
1946	14145	061001

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30  
PAYMENT AFTER OCTOBER 1 CONSTITUTES VIOLATION  
OF CITY CODE OF ORDINANCES

This occupational license does not permit the holder to operate in violation of any City law ordinance or regulation. Any changes in location or ownership must be approved by the City License Section subject to zoning restrictions. This license does not constitute an endorsement approval or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws regulations or standards.

Occupational Licensing 772-288-5319

BUSINESS TYPE	<b>CONTRACTOR - GENERAL</b>
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OWNER AND LOCATION	<b>JEFFERY A BOWERS 408 COLORADO AVE</b>
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FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
100 00	0 00	0 00	0 00	100 00

BUSINESS NAME AND MAILING ADDRESS	<b>MASTERPIECE BUILDERS JEFFERY A BOWERS 408 COLORADO AVE STUART, FL 34994</b>
-----------------------------------	--

DATE
<b>09/13/2005</b>

**CHERYL WHITE**



**City of Stuart  
Development Department  
121 SW Flagler Avenue - Stuart, Florida 34994-2139  
Phone (772)288-5326 Fax (772)288-5388**

**MASTERPIECE BUILDERS  
BOWERS, JEFFERY  
408 COLORADO AVE  
STUART FL, 34994**

Contractor ID AP01080420  
License Type CGC  
Expires: September 30, 2006

TO BE COMPLETED WHEN CONSTRUCTION VALUE EXCEEDS \$2500 00

PERMIT # \_\_\_\_\_

TAX FOLIO # \_\_\_\_\_

**NOTICE OF COMMENCEMENT**

STATE OF Florida

COUNTY OF Martin

THE UNDERSIGNED HEREBY GIVES NOTICE THAT IMPROVEMENT WILL BE MADE TO CERTAIN REAL PROPERTY, AND IN ACCORDANCE WITH CHAPTER 713, FLORIDA STATUTES, THE FOLLOWING INFORMATION IS PROVIDED IN THIS NOTICE OF COMMENCEMENT

LEGAL DESCRIPTION OF PROPERTY (INCLUDE STREET ADDRESS IF AVAILABLE):

Gov Lot 2, 96 Sewall's Point Rd, Parcel # 35-37-41-000-000-00161-7

GENERAL DESCRIPTION OF IMPROVEMENT Complete Demolition & Removal of house, slabs & p

OWNER Joseph Gallea

ADDRESS 96 Sewall's Point Rd, Stuart, FL 34996

PHONE # 585-355-3701

FAX # \_\_\_\_\_

CONTRACTOR Masterpiece Builders

ADDRESS 408 Colorado Ave, Stuart, FL 34994

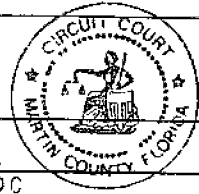
PHONE # 283-2096

FAX # 283-2770

SURETY COMPANY (IF ANY)

STATE OF FLORIDA  
ADDRESS MARTIN COUNTY

PHONE # \_\_\_\_\_  
THIS IS TO CERTIFY THAT THE FOREGOING \_\_\_\_\_ PAGES IS A TRUE AND CORRECT COPY OF THE ORIGINAL BOND AMOUNT \_\_\_\_\_



FAX # \_\_\_\_\_



INSTR # 1916779  
OR BK 02120 FG 1488  
Ps 1488; (1pg)  
RECORDED 03/10/2006 12:30:08 PM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
RECORDED BY S Phoenix

LENDER Marsha Ewing Clerk

ADDRESS JATE 3-10-06

PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

PERSONS WITHIN THE STATE OF FLORIDA DESIGNATED BY OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED BY SECTION 713 13(1)(A)7, FLORIDA STATUTES

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

IN ADDITION TO HIMSELF, OWNER DESIGNATES \_\_\_\_\_ OF \_\_\_\_\_ TO RECEIVE A COPY OF THE LIENOR'S NOTICE AS PROVIDED IN SECTION 713 13(1)(B), FLORIDA STATUTES

PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EXPIRATION DATE OF NOTICE OF COMMENCEMENT \_\_\_\_\_  
THE EXPIRATION DATE IS ONE (1) YEAR FROM THE DATE OF RECORDING UNLESS A DIFFERENT DATE IS SPECIFIED ABOVE

[Signature]  
SIGNATURE OF OWNER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 DAY OF March  
BY JOSEPH A GALLEA

[Signature]  
NOTARY SIGNATURE

OR PERSONALLY KNOWN   
PRODUCED ID \_\_\_\_\_  
TYPE OF ID \_\_\_\_\_



Barbara J Bowers  
My Commission DD174852  
Expires January 03 2007



# TOWN OF SEWALL'S POINT

## Building Department - Inspection Log

Date of Inspection:  Mon  Wed  Fri 11-30, 2007

Page 1 of 1

PERMIT	OWNER/ADDRESS/CONTR	INSPECTION TYPE	RESULTS	NOTES/COMMENTS
8766	Dressler	steel in ground	PASS	
1	12 Island Rd	Pool Shell		
	AGI Pools	POOL SHELL BOND		INSPECTOR <i>[Signature]</i>
8512	Valdes - SPD	wall sheathing	PASS	
4	107 N Sewalls	<del>POOL SHEATH</del>	FAIL	
	TCE Const	10:30		INSPECTOR <i>[Signature]</i>
7801	Cummings	2nd FL A/C	PASS	
2	835 River Rd			
	Elias			INSPECTOR <i>[Signature]</i>
8545	Wattles	Final	PASS	CLOSE
3	20 N. Ridgerview Rd			
	Steve Conway			INSPECTOR <i>[Signature]</i>
8740	HB ASSOC -	Final	PASS	CLOSE
<i>John</i>	3118 SE Ocean			
	Rm Const.			INSPECTOR <i>[Signature]</i>
0088	Poole	Final	PASS	WAITING FOR REVISED CERT. OF ELEV. OR ISSUE <del>REPAIR</del> C.O.
5	94 N Sewalls	10:00		
	Walter White			CLOSE INSPECTOR <i>[Signature]</i>
8102	<del>Galla</del>	<del>Final-dmx</del>	<del>PASS</del>	<del>CLOSE</del>
	96 N Sewalls			
	Masterpiece			INSPECTOR <i>[Signature]</i>
OTHER: 8795	NELSON 3 Margarita Nelson Homes	SLAB	FAIL	NOT READY <i>[Signature]</i>

# CORRESPONDENCE

96 N  
Sewalls Pt Rd  
Correspondence

---

WRIGHT, PONSOLDT & LOZEAU

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TRIAL ATTORNEYS L L P

TIM B. WRIGHT

WILLIAM R. PONSOLDT JR. \*

LOUIS E. LOZEAU, JR.

\* Board Certified in Business Litigation  
and Civil Trial Law

March 2, 2012

Ms Anna T Gallea  
2034 Clover Street  
Pittsford, NY 14534

RE Donald Poole and Allison Poole, Access Easement Agreement

Dear Ms Gallea

Our law firm represents Donald and Allison Poole ("Mr and Mrs Poole") I am enclosing with this letter a copy of the Access Easement Agreement dated April 30, 1996, recorded in Official Records Book 1175, Page 821 of the Martin County, Florida, Public Records (the "Easement") It is our understanding from our clients that you have given the neighbors, Harry Ford, III, and Kathleen Mary Ford ("Mr and Mrs Ford"), and their contractor, Jeffrey A Bowers ("Mr Bowers") permission to use the Easement for purposes of constructing a residence on Mr and Mrs Ford's lot This letter is formal notice to you, Mr Bowers, and Mr and Mrs Ford, that they do not have permission to be on Mr and Mrs Poole's property nor do they have permission to utilize the Easement, which was solely granted to you for access to your adjacent lot The land on which the Easement is located is private property owned by Mr and Mrs Poole and no one, other than you, has permission to use the Easement without Mr and Mrs Poole's consent The Easement itself is also private, not public As the Easement describes, if Mr and Mrs Poole are forced to obtain injunctive relief to enforce the terms of the Easement, they are entitled to recover their attorneys' fees and costs against you for filing and prosecuting that action. The Easement also makes you personally liable, and grants Mr and Mrs Poole a lien on your property for any damage or injury caused by the improper permission you have granted Mr Bowers and Mr and Mrs Ford

1002 SE Monterey Commons Blvd, Suite 100 Stuart, Florida 34996  
(772) 286 5566 • FAX (772) 286 9102

*Ms Anna T Gallea*  
*March 2, 2012*  
*Page 2*

Mr and Mrs Ford and Mr Bowers are put on notice by this letter they are trespassing if they go on Mr and Mrs Poole's property

Please consider the contents of this letter carefully and contact me if you have any questions regarding our request

Sincerely yours,



Tim B. Wright  
TBW/esj

cc Mr and Mrs Harry Ford, III  
Mr Jeffrey A Bowers

01172879

96 MAY -1 PM 4:33

**ACCESS EASEMENT AGREEMENT**

THIS AGREEMENT is made this 30<sup>th</sup> day of APRIL, 1996, by and between JOSEPH GALLEA and ANNA T. GALLEA, husband and wife (hereinafter referred to as "Gallea") and DONALD POOLE and ALLISON POOLE, husband and wife (hereinafter referred to as "Poole").

**WITNESSETH:**

WHEREAS, Gallea owns the real property located and being in Martin County, Florida as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Gallea Property"); and

WHEREAS, Poole owns the real property located and being in Martin County, Florida as described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Poole Property"); and

WHEREAS, Gallea has, of even date herewith, conveyed unto Poole the Poole Property, reserving unto Gallea an access easement for ingress and egress along the north border of the Poole Property approximately 15 feet in width (the "Access Easement"); and

WHEREAS, a concrete drive (the "Driveway") exists within the Access Easement together with driveway appurtenances (e.g., entrance columns); and

WHEREAS, a portion of the Driveway approximately 15' in length extends southerly from the Access Easement to the edge of the pavement of North Sewall's Point Road located along the westerly property line of the Poole Property (hereinafter referred to as the "Driveway Encroachment").

WHEREAS, Poole has agreed to grant to Gallea an easement for the utilization, repair, maintenance and replacement of the Driveway and driveway appurtenances serving the Gallea Property over, across and upon the Access Easement on the Poole Property.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, in hand paid from Gallea to Poole, the parties hereto do agree as follows:

1. The above-recitations are true and correct and are incorporated herein by reference.
2. Poole hereby grants to Gallea, and their successors in title, an access easement for the utilization, maintenance, repair and replacement of a driveway over, across and upon the Access Easement on the Poole Property.

1

BY 70 MARSHA STILLER  
 COUNTY                      MARTIN COUNTY  
 CLERK OF CIRCUIT COURT  
 BY                                           D.C.

3. Gallea, and their successors in title, may utilize, repair, maintain and replace the Driveway and driveway appurtenances within the Access Easement.

4. Gallea, and their successors in title, shall repair and restore any of the property or improvements on the Poole Property which is disturbed or destroyed by Gallea, their successors in title, or their agents, in their use, utilization, maintenance, repair and replacement of any improvements on the Access Easement. Prior to undertaking any work in the Access Easement, Gallea, or their successors in title, shall notify the owners of the Poole Property of the specific intended work, which work shall be performed during normal business hours between Monday and Friday, except in the case of emergencies, with respect to which work may be performed on an as needed basis. To the extent that the Access Easement requires pavement or repavement, Gallea, and their successors in title, shall obtain the consent and approval of the owners of the Poole property as to the substance with which such pavement or repavement shall be made, i.e., as to whether or not tar, asphalt, cement, shellstone or other such substance shall be utilized. However, Gallea, or their successors in title, may repair, restore or repave existing improvements in the Access Easement using the then-existing substance without such consent or approval, i.e., the status quo may be maintained without consent.

5. Gallea, and their successors in title, shall restore and relandscape any damaged lawn, shrubs, trees or plantings damaged or destroyed in the utilization, repair, maintenance or replacement of the driveway and driveway appurtenances. Any such restoration and landscaping shall be undertaken with the consent and approval of the owner of the Poole property.

6. This Easement is intended to benefit the Gallea Property for the purpose of providing access (ingress and egress) to said property.

7. Gallea, and their successors in title, shall indemnify and hold harmless Poole, and their successors in title, against any and all liabilities, claims or expenses of any nature relating to the use, utilization, maintenance, repair and replacement of the Access Easement or improvements thereupon by Gallea, their successors in title, and their licensees, invitees or agents.

8. Poole, and their successors in title, shall allow Gallea, and their successors in title, to use, utilize, maintain, repair and replace the Driveway Encroachment.

9. Gallea, and their successors in title, shall indemnify and hold harmless Poole, and their successors in title, against any and all liabilities, claims or expenses of any nature relating to the existence of the Driveway Encroachment or the use, utilization,

maintenance, repair and replacement thereof by Gallea, their successors in title, and their licensees, invitees or agents.

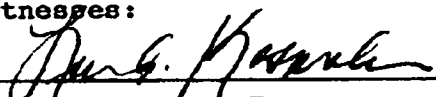
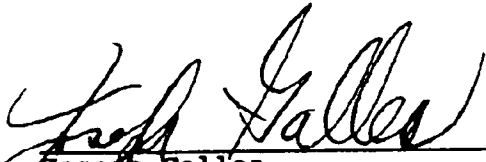

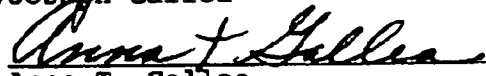
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, assigns and successors in title.

11. In the event of a breach of this Agreement by Gallea, or their successors in title, the owners of the Poole property shall be entitled forthwith to full and adequate relief by injunction and/or such other available legal and equitable remedies resulting from the consequences of such breach, including payment of any amounts due and shall have the right to cure such default at the expense of Gallea, or their successors in title. All costs and expenses incurred by the owner of the Poole property making any such cure or payment, shall be assessed against the defaulting owner of the Gallea Property and shall constitute a lien against the Gallea property until paid, effective upon recording notice thereof in the office of the Clerk of the Circuit Court in and for Martin County, however, any such lien shall be subordinate to any mortgage encumbering the Gallea property.

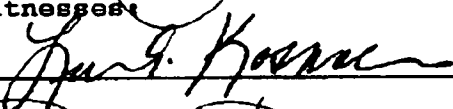
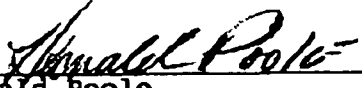


12. In the event of litigation under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the other party, including those fees and costs incurred in appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth hereinabove.

Witnesses:

 _____	 _____
 _____	 _____

Witnesses:

 _____	 _____
 _____	 _____

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30th day of April, 1996 by Joseph Gallea and Anna T. Gallea, (PLEASE CHECK ONE OF THE FOLLOWING) [] who are personally known to me or [] who have produced \_\_\_\_\_ (TYPE OF IDENTIFICATION) as identification.

OFFICIAL NOTARY SEAL  
ROSEMARY LUCIANO  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO CC41474F  
MY COMMISSION EXP OCT 24 1998

Rosemary Luciano (SEAL)  
ROSEMARY LUCIANO (Print Name)  
NOTARY PUBLIC, State of \_\_\_\_\_  
Commission Number:  
My Commission Expires:

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30th day of April, 1996 by Donald Poole, (PLEASE CHECK ONE OF THE FOLLOWING) [] who is personally known to me or [] who has produced \_\_\_\_\_ (TYPE OF IDENTIFICATION) as identification.

OFFICIAL NOTARY SEAL  
ROSEMARY LUCIANO  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO CC414748  
MY COMMISSION EXP OCT 24 1998

Rosemary Luciano (SEAL)  
ROSEMARY LUCIANO (Print Name)  
NOTARY PUBLIC, State of \_\_\_\_\_  
Commission Number:  
My Commission Expires:

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30th day of April, 1996 by Allison Poole, (PLEASE CHECK ONE OF THE FOLLOWING) [] who is personally known to me or [] who has produced \_\_\_\_\_ (TYPE OF IDENTIFICATION) as identification.

OFFICIAL NOTARY SEAL  
ROSEMARY LUCIANO  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO CC414748  
MY COMMISSION EXP OCT 24 1998

Rosemary Luciano (SEAL)  
ROSEMARY LUCIANO (Print Name)  
NOTARY PUBLIC, State of \_\_\_\_\_  
Commission Number:  
My Commission Expires:



**EXHIBIT "A"**

**Commence at the Point of Intersection of the South line of the North 483 73 feet of Government Lot 2, Section 35, Township 37 South, Range 41 East, Martin County, Florida, and the Easterly right of way line of Sewall's Point Road, thence South 89° 28' 00" East, along the South line of the North 483 73 feet a distance of 191 19 feet; thence South 0° 25' 31" East a distance of 99 34 feet, thence North 89° 28' 00" West a distance of 148 74 feet to the Easterly right of way line of Sewall's Point Road; thence North 23° 24' 52" West along said right of way line a distance of 108 70 feet to the point of Beginning**

**Containing 16,882 square feet or 0 387 acres**

**Subject to a 15 foot easement for ingress and egress being more particularly described as follows Begin at the Point of Intersection of the South line of the North 483 73 feet of Government Lot 2, Section 35, Township 37 South, Range 41 East, Martin County, Florida, and the Easterly right of way line of Sewall's Point Road; thence South 89° 28' 00" East, a distance of 191.19 feet, thence South 0° 25' 31" East, a distance of 15 00 feet, thence North 89° 28' 00" West, a distance of 184 78 feet to the Easterly right of way line of Sewall's Point Road, thence North 23° 24' 52" West a distance of 16.41 feet to the Point of Beginning.**