

2024-616











Fidelity National Title[®]

Insurance Company

November 18, 2024

Ryrad Home Builders Inc.
Attn: Robin Byler Ramaghi

SENT VIA EMAIL
rramaghi@hotmail.com

RE: Claim Number: 988031 ("Claim")
Policy No.: 2751209-231612405 ("Policy")
Insured: Ryrad Home Builders INC ("Insured")
Property: As described in Schedule A of the Policy ("Property")

Dear Ms. Ramaghi:

This letter is to inform you that Fidelity National Title Insurance Company ("Company") has reviewed the documents submitted with the above-referenced claim. As discussed below, the Company respectfully denies coverage for this Claim.

The Company understands the facts as follows:

On January 12, 2024, Diamond Timberlands, LLC conveyed the Property to the Insured via Warranty Deed, recorded on January 24, 2024, in Book 20930, Page 2362, of the Official Records of Duval County, Florida (the "Vesting Deed")¹. In connection with this transaction, Realty Title, Inc. issued the Policy. The Policy is underwritten by the Company.

On October 4, 2024, you submitted this Claim to the Company claiming that the neighbors to the East (the "Neighbors"), the owners of the land commonly known as 7617 Hammond Blvd (the "Neighboring Property"), have alleged that they own the eastern portion of the Property based on an alleged overlap between the Property and the Neighboring Property.

The Policy is a contract of indemnity and defense, which insures against certain enumerated Covered Risks, subject to specific Exceptions, Exclusions and Conditions contained therein. Please refer to the Conditions section of the Policy, which states in pertinent part:

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

...

(j) "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A,

¹ Unless otherwise stated, all instruments referenced herein are recorded in the Official Records of Duval County, Florida.

nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

Schedule A of the Policy and the Vesting Deed both describe the Property as follows:

The North Two Hundred (200) feet of Tract Two (2), except the West Two Hundred (200) feet thereof, Peninsular Life Insurance Company's Replat No. 3, according to plat thereof as recorded in Plat Book 15, Page 5 (the "Plat"), of the current public records of Duval County, Florida.

Less and except certain parcels conveyed in Official Records Book 2680, Page 292, Official Records Book 3043, Page 587, Official Records Book 3316, Page 377, Official Records Book 3438, Page 492, Official Records Book 5238, Page 96, Official Records Book 5642, Page 124 and Official Records Book 8525, Page 474.

As set forth above, the Property is a portion of Tract 2 within the Peninsular Life Insurance Company's Replat No. 3 recorded in Plat Book 15, Page 5 (the "Peninsular Plat").² In turn, Tract 2 of the Peninsular Plat is a replat of Blocks 99, 100, 111, 112, 113, 114, 123, and 124 of the Marietta Plat recorded in Plat Book 1, Page 33 (the "Marietta Plat").³

Alternatively, the Neighbors obtained title to the Neighboring Property an additional land pursuant to the Co-Personal Representative's Release and Certification of Distribution of Real Property, dated November 14, 2012, and recorded on December 10, 2012, in Book 16176, Page 1158, and on April 30, 2013, in Book 16347, Page 1028, which is described as follows:

Parcel 4:

Part of the James Bradley Grant, Section 38, Township 2 South, Range 25 East, Duval County, Florida, being a part of those lands shown as overlap Avenue on the plat of Chase Heights as recorded in Plat Book 10, Page 41 of the Current Public Records of Duval County, Florida, more particularly describes as follows:

Begin at the intersection of the East line of Marietta, according to the plat thereof recorded in Plat Book 1, Pages 33, 34 and 34 ½ of the Former Public Records of Duval County, Florida and the Southerly line of the S.A.L. Railroad (a 120 foot right of way) as shown on the plat of Chase Heights No. 2, as recorded in Plat Book 14, Page 32 of the Current Public Records of said County; thence Easterly along the Southern line of said S.A.L. Railroad to the West line of said Chase Heights No. 2; thence South 2° - 20' East along the West line of said Chase Heights, No. 2 to the Northerly right of way line of Interstate Highway No. 10; thence Westerly along the Northerly right of way line of said Interstate Highway No. 10 to its intersection with the Easterly line of the plat of Marietta; thence Northerly along the East line of said plat of Marietta to the Point of Beginning.

² The Peninsular Plat is enclosed for your reference.

³ The Marietta Plat is enclosed for your reference.

Excepting therefrom those lands described in Official Records Book 14321, Page 1762, of the Public Records of Duval County, Florida.

(emphasis added)

As set forth above, the Neighboring Property is legally described as lying East of the Marietta Plat. As the Property is entirely within the Marietta Plat, there cannot be an overlap between the Property and the Neighboring Property. Although there may be a dispute regarding the physical location of the boundary between the Property and the Neighboring Property, there is no defect in title that triggers coverage under the Policy as the Insured is vested in title to the Property and the Neighbor has no claim to the Property through its legal description. Please note, the Policy does not insure the physical location of the Property, as there may be a dispute between where the physical boundary lies on the ground.

When the policy insures title to a certain parcel, and the insured later discovers that the parcel insured is not the parcel that the insured expected to receive by deed or mortgage, the policy does not indemnify the insured for its failure to receive the expected parcel. J. Bushnell Nielsen, Title and Escrow Claims Guide §8.2 (3d. Ed. 2018).

Further, please refer to the Exceptions section of the Policy, which states in pertinent part:

*SCHEDULE B
EXCEPTIONS FROM COVERAGE*

This Policy does not insure against loss or damage and the Company will not pay costs, attorney's fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

...

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

As shown above, the Policy excepts from coverage any matters that would have been disclosed by an accurate and complete land survey. To the extent there is a discrepancy in the physical location of the Marietta Plat, such an error would have been disclosed in a survey of the Property. Accordingly, this Claim is further removed from coverage of the Policy.

Therefore, the Company has no present duty under the Policy to defend, indemnify, or take any other action on behalf of the Insured. Notwithstanding the foregoing, if the Insured receives any further correspondence or pleadings regarding any adverse action that will or may actually be taken by the Neighbors or a third party with respect to the alleged overlap, please notify the Company immediately and the Company will evaluate its obligations pursuant to the terms and conditions of the Policy.

This determination is based on the information presently available to the Company. If you are aware of any additional information that would alter this determination, please provide that information at your earliest convenience. If the Company does not receive such additional information or documentation, this Claim file will be closed in fifteen (15) days from the date of this letter.

Please feel free to contact me via telephone at (904) 513-6292 or via email at Trey.Martin@fnf.com should you have any questions in the meantime regarding this matter. **Please reference the above claim number in all communications with the Company.** Thank you.

Sincerely,

Dennis Martin

Trey Martin
Claims Administrator

Enclosures

Cc: Janis K. Fleet (jfleet@fleetarchitectsplanners.net)

Gary Dickinson
President, Grove Park HOA
7306 Holiday Road South
32216

Site plan is deficient in many ways.

The floodway and 25' floodway setback is not shown clearly.

Current plan has the building and retaining wall inside the setback, not allowed.

Site plan does not address the dock shown on the renderings.

Site plan differs from the rendering providing a misleading representation of the project.

The applicant doesn't address the required flood zone compensation, impacting site plan.

Site plan does not show the required buffer against the parking. Some vehicles will not be screened from the public view, not allowed. 10' average buffer required. A waiver should not be granted for this, it is not a hardship.

Traffic access as shown is "right in/right out" controlled by FDOT. Allowing a development will force unsafe traffic maneuvers, and possible illegal U-Turns at Grove Park Blvd. An already dangerous intersection. East bound traffic is forced to go east past Grove Park Blvd, and make a U-turn at an unsafe median opening of the traffic light at Walmart.

PUD shows no intermingling of residential and commercial uses. There are no adjacent businesses that would provide a benefit or

enjoyment to this development. A key part to the justification of a PUD. Otherwise stick with straight zoning.

Applicant fails to show how this application meets the Goals and Objectives of the comp plan. This PUD is a mechanism to allow the land use change of RLD-90. A PUD should provide some benefits/enhancements to the city and neighboring communities. We see none of that hear.

Apartments are not consistent with the surrounding commercial developments.

Tattoo Parlor, car wash, gas station. etc

The Grove Park HOA Board recommend this application be denied based on inconsistencies with sound engineering and site planning practices.

Or, tabled until the applicant can address the fundamentals, including a pre-application meeting with City Development Services to understand the limitations on development.

Allowing this to proceed will give the applicant a false sense of entitlement.





1833
Massone, Dreicer & Hill
TRIAL ATTORNEYS
CRIMINAL LAW DUI APPEALS FAMILY LAW
(904) 396-3344

MATT
Lufrano
DUVAL COUNTY
JUDGE

NOTICE
IF YOU ARE AWARE OF ANY CONCERNS
REGARDING THIS PROPERTY
PLEASE CONTACT THE
CITY OF JACKSONVILLE
PLANNING DEPARTMENT
904-255-5000





