

# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

### Abandonment

Property address or Location 1143-1167 South US Highway #1, Ft. Pierce, FL 34950

Parcel ID#(s) 2415-601-0434-000-6

Project description Ft. Pierce Shopping Center, Easement Abandonment

Current: Mr. Arnold Weiss & Buzz Marcus/Future: Holland G&C F.P. LLC  
Property Owner(s)  
110 Gibraltar Rd. Ste 103 / 220 Congress Park Dr. Ste 103  
Street Address  
Horsham, PA 19044 / Delray Beach, FL 33445  
City State Zip  
561-451-6680 / 561-271-9681  
Phone Number  
Bmarcus74@aol.com / akarrh@hollandretailadvisors.com  
Email Address

Todd Wickard, Project Manager, Itasca Construction Associates, Inc.  
Applicant/Representative, Title, Company  
6420 Congress Avenue, Suite 1900  
Street Address  
Boca Raton FL 33487  
City State Zip  
561-241-4999 / 561-441-6342  
Phone Number  
toddw@itascaboca.com  
Email Address

*Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

*[Handwritten signature]*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Palm Beach  
The foregoing instrument was acknowledged before me this 25 day of Sept, 2013, by  
Stuart E Marcus who is personally known to me or has produced  
FL DL as identification.

*[Handwritten signature]*  
Signature of Notary

(seal)



**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729**

#### TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual
				Non-Contributing None

Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_

Intake Planner \_\_\_\_\_

Planner Assigned \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Intake Date Stamp

# ABANDONMENT

**Submit eight (8) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:**

- Current survey, including property size
- Current Appraisal, Sketch, Size (in sq. ft.) & Legal Description of property for proposed abandonment
- Encumbrance Title Search
- Complete, notarized application

Application Type:

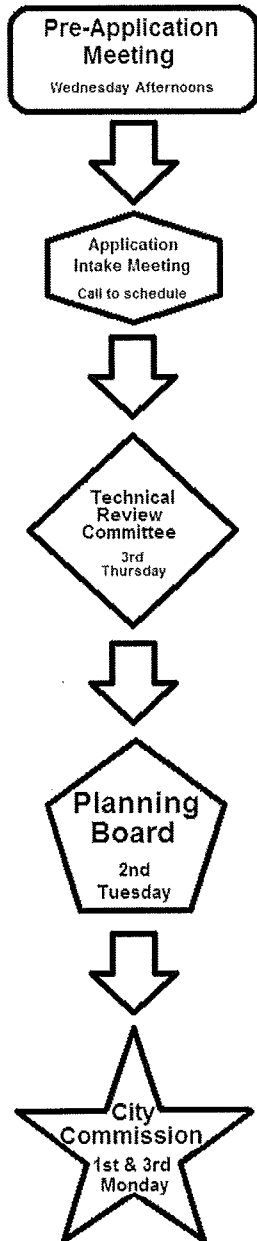
- Easement Abandonment                       Right-of-Way Abandonment

Reason for Abandonment Request: \_\_\_\_\_

List any utilities visible or known to exist in the right of way/easement: \_\_\_\_\_

Is the right of way in use or unopened?     In Use                       Unopened

## Application Outlook



THE LAW FIRM OF  
FRANK • WEINBERG • BLACK, P.L.

JILL B. BERKMAN  
DAVID W. BLACK  
EDWARD DEUTSCH+  
STEVEN W. DEUTSCH  
STEVEN C. ELKIN  
NEIL G. FRANK  
E.J. GENEROTTI  
JACQUELINE A. GRADY\*\*\*  
LEORAH G. GREENMAN\*  
BRUCE HURWITZ  
MICHAEL A. KAMMER  
STEVEN B. KATZ  
ANDREW LEVY  
HOFITN. LOTTENBERG

September 9, 2013

\*\* JOEL MARTIN MCTAGUE  
CONSTANTINA ALEXANDROU MIRABILE  
HARRY MIRABILE  
\*RANDY J. NATHAN  
MARC A. SILVERMAN  
ROBERT T. SLATOFF  
\*MARIA P. SPILIOPOULOS  
ANASTASIOS TOM SPYREDES  
DAVID HEAL STERN  
LEANNE B. WAGNER  
STEVEN A. WEINBERG

\*Member of the New York Bar  
\*\* Member of the D.C. Bar  
\*\*\* Member of the Pennsylvania Bar  
+ Of Counsel

VIA EMAIL [akarrh@hollandretailadvisors.com](mailto:akarrh@hollandretailadvisors.com) & U.S. MAIL

Alan Karrh, Manager  
Holland G&C Ft. Pierce Management, LLC  
220 Congress Park Drive, Suite 301  
Delray Beach, FL 33445

RE: HOLLAND G&C FT. PIERCE, LLC - OUR FILE NO. 14967.001

Dear Alan:

I received an updated Title Commitment with a revised Effective Date of August 1, 2013, copy attached. In addition, we finally received a readable copy of Quit Claim Deed listed in Schedule B-II, Item 9 as recorded in Deed Book 83, Page 442 of the Public Records of St. Lucie County, Florida, copy attached. This Quit Claim Deed contains a three foot easement for utilities across the rear of the lots and has now been plotted on the survey. You will note on the enclosed Survey that the building, where it abuts the rear property line, encroaches on the easement. This may affect your ability to obtain a loan on the property.

Next, please review the exception in Schedule B-II, Item 12, the survey read, and let me know if you have any concerns or want to discuss the various encroachments or possible easements referenced in this exception.

In addition, there have been three Notices of Commencement recorded since June, 2013. There are two by Pizza Hut, Inc. for Tenant Build-out and provision of electronic security system and the third by Fort Pierce Shopping Center for fire suppression system, copies attached. These are referenced in Schedule B-I, Item 12, in the Title Commitment with a requirement for their termination. Again, this may affect your ability to obtain a loan on the property as well, as they will have to be terminated in order to insure a first position in favor of the Lender.

If you would like to discuss how these documents affect title to the property, please let me know and we can schedule a time to discuss.

Yours very truly,  
FRANK, WEINBERG & BLACK, P.L.

  
STEVEN W. DEUTSCH, ESQ.

For the Firm  
SWD/set  
Karrh Ltr3

REPLY TO: 1875 NW Corporate Boulevard • Suite 100 • Boca Raton, FL 33431 • (T) 561-395-3350 • (F) 561-395-3339  
7805 SW Sixth Court • Plantation, FL 33324 • (T) 954-474-8000 • (F) 954-474-9850  
1540 Cornerstone Boulevard • Suite 200 • Daytona Beach, FL 32117 • (T) 386-322-4430 • (F) 954-474-9850  
(Volusia County office by appointment only)

**Frank, Weinberg & Black, P.L.**  
1875 NW Corporate Blvd., Suite 100  
Boca Raton, FL 33431  
Phone: 561-395-3350  
Fax: 561-395-3339

Chicago Title Insurance Company

Revised: September 5, 2013

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 4366708

Customer Reference: Holland G&C Ft. Pierce, LLC

1. Effective Date: August 01, 2013 at 8:00 AM
2. Policy or Policies to be issued: Premium: \$TBD
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: Holland G&C Ft. Pierce, LLC, a Florida limited liability company  
Proposed Amount of Insurance: \$1,700,000.00
3. The estate or interest in the land described or referred to in this Commitment is:  
  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
  
Fort Pierce Shopping Center, a Florida General Partnership
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: \_\_\_\_\_  
Authorized Officer or Agent

**SCHEDULE B SECTION I  
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
  - A. Duly executed Warranty Deed from Fort Pierce Shopping Center, a Florida General Partnership, Grantor, to Holland G&C Ft. Pierce, LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

The Company will require, and attached thereto, an Affidavit in accordance with Florida Statutes Section 620.830 {3} establishing: (i) the names of all the partners; (ii) reflecting that the Partnership is currently in existence (and as of the date of being vested in title); (iii) the partner(s) executing the Deed are authorized to do so; (iv) that neither the partners nor the Partnership have been in bankruptcy during the existence of the Partnership, and (v) that corporate partners, if any, have not been dissolved. (Note: If the general partner is a business entity, proof of the good standing of said entity and proof as to the person(s) who are authorized to execute on behalf of said entity should be required)

3. Proof of payment of any outstanding assessments in favor of St. Lucie County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of St. Lucie County, Florida, any special taxing district and any municipality.

4. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

5. Proof of the good standing of Holland G & C Ft. Pierce, LLC, in the State of Florida.
6. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

7. INTENTIONALLY DELETED.

8. INTENTIONALLY DELETED.

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION I  
Requirements continued**

9. This is a preliminary commitment that requires the review and approval by the state and/or national underwriting office for the company. Accordingly, this commitment is not effective to bind the company until the necessary approval is obtained from the state and/or national underwriting office for the company. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.
10. Note: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.
11. Record in the public records a release of Lease Agreement by and between Fort Pierce Shopping Center, a Florida general partnership, Lessor and Walgreen Co., an Illinois corporation, Lessee, recorded June 7, 1983, in Official Records Book 402, Page 2465 and re-recorded July 11, 1983 in Official Records Book 405, Page 2029.
12. To terminate the notice(s) of commencement recorded on June 10, 2013 in Official Records Book 3527, Page 89; July 31, 2013 recorded in Official Records Book 3544, Page 639 and recorded August 5, 2013 in Official Records Book 3545, Page 1921, **it is recommended that the issuing agent contact the underwriting department at least 3-5 business days prior to closing to discuss requirements. Each situation is considered on a case-by-case basis. After the construction lien risk has been evaluated in accordance with the guidelines contained in Underwriting Bulletin 2011-04 and approved by the Company, for each notice of commencement referenced above, the issuing agent must:**
  - a. Record notice of termination together with a contractor's final payment affidavit pursuant to Section 713.132, Florida Statutes. The notice of termination must be sworn and subscribed to by the appropriate party(ies) and be properly served upon the contractor, each person who gave notice to owner and each person who had a direct contract with the owner.
  - b. Obtain final waivers and releases of lien from any lienors showing as unpaid in the contractor's final payment affidavit.
  - c. Provide original, signed copy of the Company's indemnity agreement to the underwriting department.
  - d. Comply with any additional requirements deemed necessary by the Company.

NOTE: 2012 Real Property Taxes in the gross amount of \$6,166.79 are PAID, under Tax I.D. No. 2415-601-0434-070/7.

NOTE: 2012 Real Property Taxes in the gross amount of \$35,264.35 are PAID, under Tax I.D. No. 2415-601-0434-000/6.

**END OF SCHEDULE B SECTION I**

**SCHEDULE B SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of PINEWOOD, recorded in Plat Book 5, Page 24, of the Public Records of St. Lucie County, Florida.
7. Any easements that may lie within the abandoned/vacated Sheridan Circle right of way.
8. Right of Way and Easement granted to City of Fort Pierce by Right-of-Way Deed recorded in Deed Book 203, Page 121 and Deed of Confirmation recorded in Deed Book 227, Page 431.
9. Utility easement over and across the rear 3 ft. of insured property, together with the right of entry, as set forth in Warranty Deed recorded in Deed Book 83, Page 442.
10. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
11. INTENTIONALLY DELETED.
12. Subject to matters on ALTA/ASCM Land Title Boundary Survey, under Job No. 13-148, dated July 30, 2013 and revised August 5, 2013; August 13, 2013 and September 3, 2013, prepared by Geomatics Services, Inc.:

a.) Encroachment by 1.4' of 8' Privacy Wall in the NW corner.

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION II  
EXCEPTIONS**

- b.) Portion of concrete walk encroaching into 12' Utility easement on the east lot line.
- c.) Concrete Sign encroaching within Utility easements.
- d.) Asphalt Parking Lots encroaching within Utility easements.
- e.) Covered concrete walk encroaching on 3' Utility easement.
- f.) Possible encroachment of 8" concrete retaining wall.
- g.) Possible easements as evidenced by wood power poles; sanitary manholes; overhead utilities; drainage manhole; water meter; water backflow preventor; water valves; valves; hand hole and light poles.
- h) Encroachments of 8" concrete retaining wall, 1 story building, 5' chain link fence; covered concrete walk; asphalt parking lot and 8' high wall into 3' Utility Easement as reserved in Deed Book 83, Page 442.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

**NOTES ON STANDARD EXCEPTIONS:**

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of St. Lucie County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 15951 SW 41st Street , Suite 800, Weston, FL 33331; Telephone 954-217-1744.

Searched By: Ellen Klempert

**END OF SCHEDULE B SECTION II**

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ALTA Commitment (6/17/06) (with FL Modifications)



**EXHIBIT "A"**

All of Block 29, less the South 35 feet thereof and less the East 7 feet thereof, of Pinewood Subdivision; Lots 1-A, 1, 2-A, 2, 3-A, 3, 4A, less the East 7 feet of each of said lots, and Lots 22, 23, 24, 25, 26, 27 and 28, less that part of said Lot 22 lying South of a line beginning at the Southwest corner thereof and running Northerly 76 degrees 13 min. East to the West boundary line of Sheridan Circle, all lying and being in Block 28 of Pinewood Subdivision; All of that certain area known and designated as Sheridan Circle, less the East 7 feet thereof, and less the South 35 feet thereof, measured from Coconut Drive, all the above lands lying in Pinewood Subdivision according to plat thereof on file in Plat Book 5, at Page 24 of the Public Records of St. Lucie County, Florida.

Deed 83/442

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has hereunto set his hand and seal, the day and year first above written.

E. O. Denison (Seal)  
As Special Master in Chancery, as aforesaid.

Signed, sealed and delivered in the presence of:

Rosa Anne McManus

W. F. Maurer

STATE OF FLORIDA,  
ST. LUCIE COUNTY.

I, an officer duly authorized to take acknowledgments, hereby certify that E. O. Denison is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

WITNESS my hand and official seal, the 19th day of March, A. D. 1921, in the State and County aforesaid.



Rosa Anne McManus  
Notary Public, State of Florida at Large  
My Commission Expires Jan. 31, 1932

Filed and recorded this 19th day of March, A. D. 1921, at 3:16 P.M.

P. O. ELDRED, Clerk of Circuit Court.

BY W. B. Baggett  
Deputy Clerk.  
(CIRCUIT COURT SEAL)

Record verified

COLONIAL LAND COMPANY TO FEE & LIDDON COMPANY  
WARRANTY DEED

THIS INDENTURE, Made this twelfth day of March, A. D., 1921, between COLONIAL LAND COMPANY, a New Jersey corporation, authorized to do business in the State of Florida, party of the first part, and FEE & LIDDON COMPANY, a Florida corporation, of the County of St. Lucie and State of Florida, party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remise, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm, unto the said party of the second part, its successors and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows: Lots Numbers One (1), Two (2), the southerly Forty (40) feet of Lot Number Three (3), the southerly Forty (40) feet of Lot Number Four (4) and all of Lots Numbers Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block B; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), the southerly Forty (40) feet of Lot Number Seven (7), the southerly Forty (40) feet of Lot Number Eight (8) and all of Lots

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appurtenances

Numbers Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block 3; Lots Numbers One (1), Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block 4; Lots Numbers Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), <sup>Twenty-two (22)</sup> Twenty-one (21), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26) in Block 5; Lots Numbers Two (2), Three (3), Three A (3A), Four (4), Five (5), Seven (7), Nine (9), Eleven (11), Seventeen (17), Eighteen (18), Twenty (20) and Twenty-one (21) in Block 6; One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Fifteen (15), Sixteen (16), Seventeen (17), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-five (25) and Twenty-six (26) in Block 8; Lots Numbers Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) in Block 10; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block 12; Lots Numbers One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), Eight (8), Twelve (12), Thirteen (13) and Fourteen (14) in Block 13; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) in Block 14; Lots Numbers One (1), Two (2), Three (3), Four (4), Seven (7), Fifteen (15), Sixteen (16), Twenty (20) and Twenty-one (21) in Block 15; Lots Numbers One (1), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Twelve (12), Fourteen (14), Fifteen (15), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22) in Block 16; One (1), Two (2), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty-three (23) and Twenty-four (24) in Block 17; Lots Numbers Seven (7), Eight (8), Ten (10), Thirteen (13), Fourteen (14), Fifteen (15), Twenty-three (23) and Twenty-four (24) in Block 18; Three (3), Four (4), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block 19; Lots Numbers Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29) in Block 20; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block 22; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29) and Thirty (30) in Block 23; Lots Numbers One (1), One A (1A), Two (2), Two A (2A), Three (3), Three A (3A), Four (4), Five (5), Six (6), Nine (9), Eleven (11), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27),



property line on lots restricted to dwellings, except corner lots restricted to dwellings on which the building shall not be less than ten ft. from side line on the street side. On all lots on which business is permitted no building or any part thereof shall be permitted within 3 ft. of rear lines. Fourth: All private garages shall be placed not less than 90 ft. from the front property line and on all corner lots restricted to dwellings, garages shall be placed in the corner farthest from both street lines. No private garage shall be built prior to a dwelling unless consent in writing is given by the party of the first part. Fifth: The foregoing premises are sold subject to any agreements made or to be made by the party of the first part with reference to any public utility or betterment and the party of the first part reserves to itself its successors and assigns, the right to enter upon the property for the purpose of installing and maintaining overhead electrical wires and also to enter upon the property for the purpose of constructing, erecting or maintaining along the rear line of said property over a strip of not more than 3 ft. in width, poles, wires, underground conduits or pipes necessary to transmit or furnish said lot or any other lot, any utility. The party of the first part also reserves the right to enter upon the property prior to the time building is erected thereon for the purpose of clearing weeds and undergrowth and debris. Sixth: No billboard, sign board or advertising display exceeding ten sq. ft. in area shall be erected or placed on any vacant lot in Pinewood excepting signs erected to advertise Pinewood. Seventh: The party of the second part agrees not to carry on or permit any matter or thing to be done, performed or conducted on said property which shall be noxious, a nuisance, unwholesome or offensive to the neighborhood, however a public garage or filling station shall not be considered as such in business district. Eighth: That said property or any portion thereof shall not be conveyed, leased or occupied by any person of any other than of Caucasian Race excepting quarters occupied by domestic servants working on the premises. Ninth: Restrictions as to building lines on Block one, Lot 21 Block 29, Lot nine Block 26, Lot eight Block 13 are to be established by party of the first part when said property is sold.

If the owner of two or more contiguous lots desires to improve said lots as one plot, then insofar as such contiguous plots are concerned, the foregoing covenants or restrictions may be construed as applying to the plot. The foregoing covenants, restrictions and conditions are to be construed as running with the land, except, however, it is mutually understood and agreed that any of said covenants, restrictions and conditions may be altered or modified at any time by written agreement by and between the party of the first part, its successors or assigns, and the owner for the time being of the premises upon which it is agreed to alter or modify said covenants and restrictions, and said agreement shall be effectual to alter or modify such covenants and restrictions as to such premises, without the consent of the owner or owners of any adjacent premises.

And the said party of the first part does hereby fully WARRANT the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

COLONIAL LAND COMPANY

By George L. Atkins  
Vice President

Signed, sealed and delivered  
in our presence:

M. A. Hittle

W. G. Haberer

Attest:

H. S. KILNE  
Secretary

(CORPORATE SEAL)

STATE OF NEW JERSEY  
COUNTY OF MERCER }

I hereby certify, that on this twelfth day of March, A. D., 1931, before me, personally appeared GEORGE L. ATKINS AND H. S. KILNE, respectively Vice-President and Secretary of Colonial Land Company, a New Jersey corporation, authorized to do business in Florida to me known to be the persons described in and who executed the foregoing conveyance to the Fee & Liddon Company, and severally acknowledged the execution thereof to be their free act and deed as subh officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Trenton, in the County of Mercer and State of New Jersey, the day and year last aforesaid.

Mary A. Hittle  
NOTARY PUBLIC OF N. J.

My Commission Expires Feb. 28, 1934.

(N. P. SEAL)

Filed and recorded this 19th day of March, A. D. 1931, at 4:35 P. M.

P. C. ELDRED, Clerk of Circuit Court.

BY W. G. Haberer  
Deputy Clerk.

Record Verified

(CIRCUIT COURT SEAL)

LOAN NO. PSE-00076  
(0941)  
SCH., NO. 107  
BOND NO. 34-58

F M E

FLORIDA FORM

KNOW ALL MEN BY THESE PRESENTS: that whereas NEWS PRINTING COMPANY, a corporation organized and existing under the laws of the State of Florida, did execute and deliver to SECURITY BOND AND MORTGAGE COMPANY, a Florida Corporation, as mortgagee, a certain mortgage dated the 11th day of June 1927, filed for record in the office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, recorded in Mortgage Book 33, at Page 342, which said mortgage secured a total indebtedness of SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) evidenced by one (1) note bearing date of June 11th, 1927, said indebtedness being payable: June 11, 1930 and bearing interest at the rate specified in said mortgage and/or note or notes, said interest payable monthly, quarterly, semi-annually, or otherwise as specified in said mortgage and/or note or notes, which said mortgage encumbers that certain property situate, lying and being in the County of St. Lucie and State of Florida, more particularly described as follows, to-wit:

Beginning at the South East Corner intersection of Pine Street and Main Avenue as now located, then run Eastward along the South Line of Main Avenue One Hundred Twenty-Five (125) feet and four (4) inches as the point of beginning; thence run Eastward Twenty-four (24) feet;

**THIS IS NOT A SURVEY**

**DESCRIPTION**

A STRIP OF LAND LYING OVER AND ACROSS A PORTION OF PLAT OF PINWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

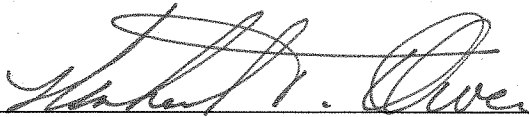
THE WEST 3.00 FEET OF LOTS 1 THROUGH 4 AND THE WEST 3.00 FEET OF LOTS 2A THROUGH LOT 4A, BLOCK 29, TOGETHER WITH THE EAST 3.00 FEET OF LOTS 5 THROUGH LOT 7, BLOCK 29, SAID PLAT OF PINWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 1 THROUGH LOT 3 AND THE WESTERLY 3.00 FEET OF LOTS 1A THROUGH LOT 4A, BLOCK 28, SAID PLAT OF PINWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 22 THROUGH LOT 28, BLOCK 28, SAID PLAT OF PINWOOD.



2-12-2014

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION No. 5556

DATE:

**SKETCH & DESCRIPTION**

ABANDONMENT

PREPARED FOR:

**FT. PIERCE SHOPPING CENTER**



**GEOMATICS SERVICES Inc.**

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA  
(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS

JOB No. : 13-148  
SCALE : NA

DATE: 02/10/2014  
DRAWN BY: BCS

FIELD BOOK:  
PAGE:

CHECKED BY: MTO  
EFB FILE:

CADD FILE : 13-148SKD-1\_ABANDON

SHEET **1** OF **4**

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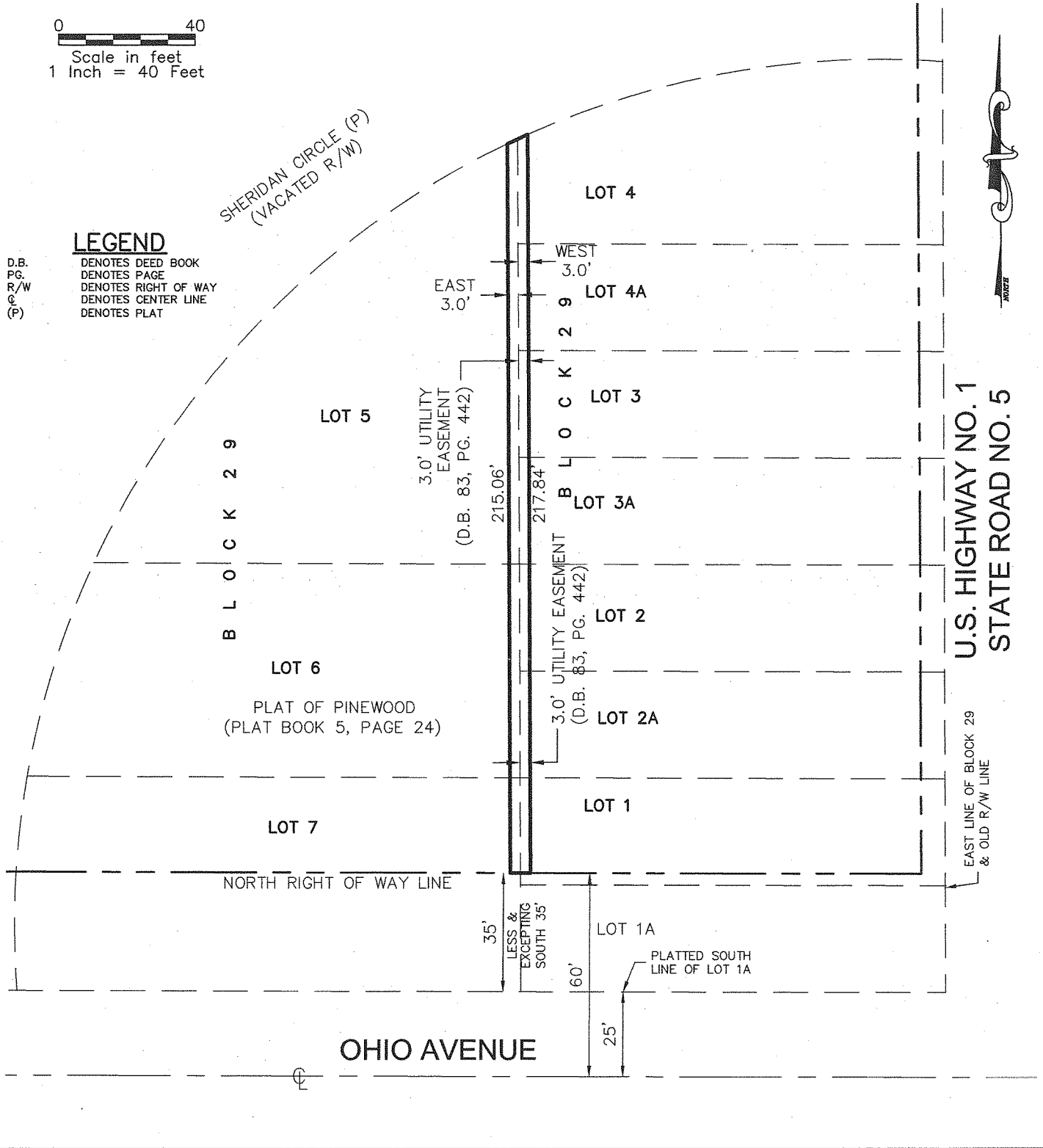
**THIS IS NOT A SURVEY**

0 40  
 Scale in feet  
 1 Inch = 40 Feet

SHERIDAN CIRCLE (P)  
 (VACATED R/W)

**LEGEND**

D.B. DENOTES DEED BOOK  
 PG. DENOTES PAGE  
 R/W DENOTES RIGHT OF WAY  
 CL DENOTES CENTER LINE  
 (P) DENOTES PLAT



U.S. HIGHWAY NO. 1  
 STATE ROAD NO. 5

EAST LINE OF BLOCK 29  
 & OLD R/W LINE

**SKETCH & DESCRIPTION**  
 ABANDONMENT  
 PREPARED FOR:  
**FT. PIERCE SHOPPING CENTER**



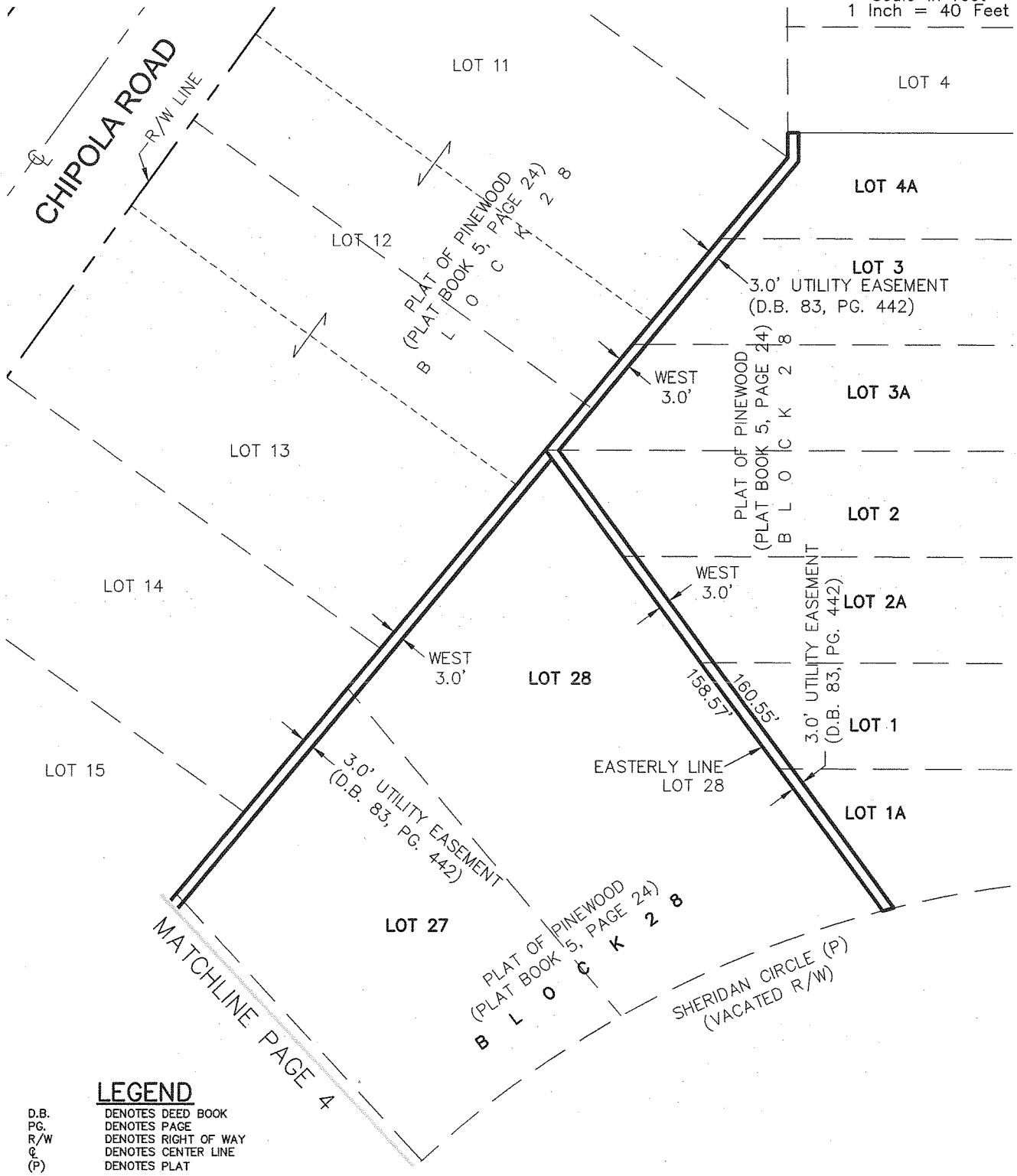
**GEOMATICS SERVICES Inc.**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 1934 TUCKER COURT, FORT PIERCE, FLORIDA  
 (772) 419-8383 FAX (772) 408-4208  
 CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				
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148SKD-1-ABANDON.dwg 3/11/2014 10:10:30 AM  
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**THIS IS NOT A SURVEY**

0 40  
Scale in feet  
1 Inch = 40 Feet



**LEGEND**

- D.B. DENOTES DEED BOOK
- PG. DENOTES PAGE
- R/W DENOTES RIGHT OF WAY
- C DENOTES CENTER LINE
- (P) DENOTES PLAT

**SKETCH & DESCRIPTION**

ABANDONMENT

PREPARED FOR:

**FT. PIERCE SHOPPING CENTER**



**GEOMATICS SERVICES Inc.**

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1934 TUCKER COURT, FORT PIERCE, FLORIDA  
(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS

JOB No. : 13-148  
SCALE : 1" = 40'

DATE: 02/10/2014  
DRAWN BY: BCS

FIELD BOOK:  
PAGE:

CHECKED BY: MTO  
EFB FILE:

CADD FILE: 13-148SKD-1\_ABANDON

SHEET **3** OF **4**

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