



## Subdivision

Property address or Location 4008 Okeechobee Road  
 Parcel ID #(s) 2417-332-0009-000-9, 2417-333-0001-000-6  
 Project description Create 2 commercial parcels from the existing 2 folios.

Smigiel Partners XIX Ltd  
**Property Owner(s)**  
 Street Address  
 PO Box 540669  
 City State Zip  
 Lake Worth, FL 33454  
 Phone Number  
 Email Address

Thomas Engineering Group, LLC  
**Applicant/Representative, Title, Company**  
 Street Address  
 125 W. Indiantown Road, Suite 206  
 City State Zip  
 Jupiter, FL 33458  
 Phone Number  
 561-203-7503  
 Email Address  
 jgunther@thomaseg.com

**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.

M. Smigiel **GENERAL PARTNER**

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY  
 The foregoing instrument was acknowledged before me this 2 day of NOV., 20 17, by  
Gary Smigiel who is personally known to me or has produced

Miranda Morales Seuss  
 Signature of Notary



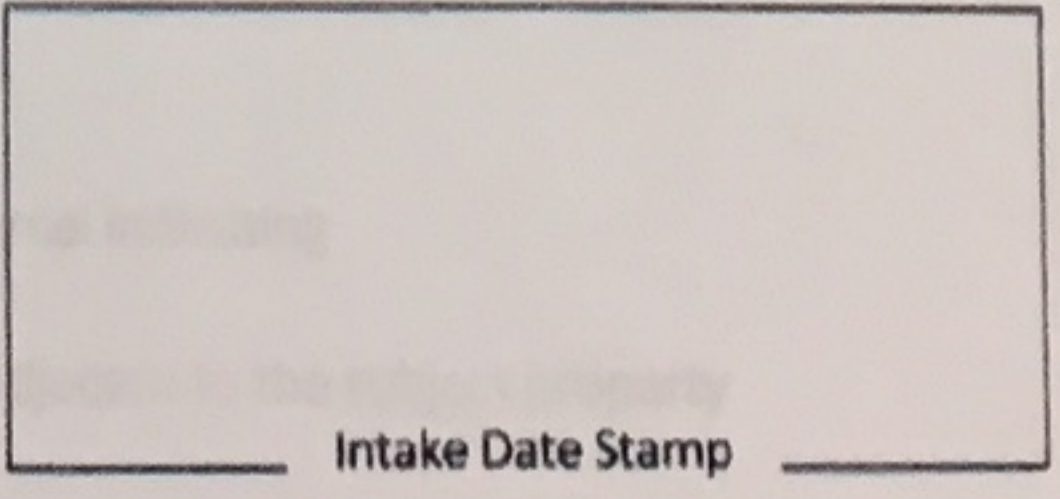
**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729**

**TO BE COMPLETED BY STAFF**

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

Pre-Application Meeting Date \_\_\_\_\_  
 Intake Planner \_\_\_\_\_  
 Planner Assigned \_\_\_\_\_  
 Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_



BOUNDARY/TOPOGRAPHIC SURVEY  
SECTION 17  
TOWNSHIP 35 SOUTH, RANGE 40 EAST  
ST LUCIE COUNTY, FLORIDA.

LEGAL DESCRIPTION:

PARCEL 1:  
FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN NORTH ALONG THE WEST SIDE OF SAID SECTION 17, A DISTANCE OF 321.17 FEET; THENCE RUN NORTH 51°16' EAST, A DISTANCE OF 32.1 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 51°16' EAST, ALONG THE NORTHWEST RIGHT-OF-WAY OF OKEECHOBEE ROAD (STATE ROAD NO. 8), A DISTANCE OF 128.07 FEET TO A STAKE; THENCE NORTH 47.6 FEET; THENCE SOUTH 88°34' WEST, 100 FEET TO A STAKE; THENCE SOUTH 125 FEET TO THE POINT OF BEGINNING, ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHTS OF WAY FOR OKEECHOBEE ROAD AND HARTMAN ROAD, AS THEY CURRENTLY EXIST.

PARCEL 2:  
FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HARTMAN ROAD, SAID RIGHT-OF-WAY LINE BEING 25 FEET EAST OF THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 8, SAID RIGHT-OF-WAY LINE BEING 33 FEET FROM THE CENTER LINE OF SAID ROAD MEASURED AT RIGHT ANGLE THERETO; RUN NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF HARTMAN ROAD 125 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 347.1 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 17, 414.3 FEET; THENCE SOUTH PARALLEL WITH TOTTEN ROAD 267.4 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 8; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 374.0 FEET; THENCE NORTH 47.6 FEET; THENCE WEST 100.0 FEET TO THE POINT OF BEGINNING.  
LESS AND EXCEPTING THEREFROM THE EAST 20 FEET OF THE WEST 45 FEET OF THE SOUTH 347.1 FEET OF THE NORTH 849.7 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST OF THE ABOVE DESCRIBED PROPERTY FOR HARTMAN ROAD RIGHT-OF-WAY AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 40, PAGE 560, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.  
ALSO LESS AND EXCEPTING THEREFROM ALL RIGHTS-OF-WAY FOR PUBLIC ROADS.

SURVEYOR'S NOTES:

- NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
- NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
- LANDS SHOWN HEREON WERE SURVEYED IN ACCORDANCE WITH FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 17-12830, DATED: FEBRUARY 07, 2017 @ 8:00 A.M. SCHEDULE B -- SECTION II EXCEPTION #9 ORB 1736, PAGE 1781 -- AFFECTS PROPERTY, UNPLOTTABLE EXCEPTION #10 ORB 3335, PAGE 587 -- AFFECTS PROPERTY, AS SHOWN ON SKETCH.
- BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF S.01°20'45"W. ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 17-35-41.
- ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BENCHMARK USED: ST LUCIE COUNTY "VIR 3-22 HARRY" ELEVATIONS = 15.843
- LEGAL DESCRIPTION FURNISHED BY CLIENT.
- SITE AREA: 138,008.45 SQUARE FEET OR 3.17 ACRES MORE OR LESS.
- THIS SITE LIES IN FLOOD ZONE "X" AS SCALED AND INTERPOLATED FROM FEMA MAP PANEL NO. 12111C0186G, DATED: 2-16-2012
- LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS, ANGLES AND DISTANCES SHOWN HEREON ARE BASED ON PLAT, UNLESS OTHERWISE SHOWN.
- OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, IS NOT ADDRESSED BY THIS SURVEY.
- THE EXPECTED USE OF THE SURVEY AND MAP ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD.

SURVEYOR'S CERTIFICATION:

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*Robert Bloomster*  
ROBERT BLOOMSTER, JR.  
PROFESSIONAL LAND SURVEYOR  
NO. 4134 STATE OF FLORIDA

LEGEND:

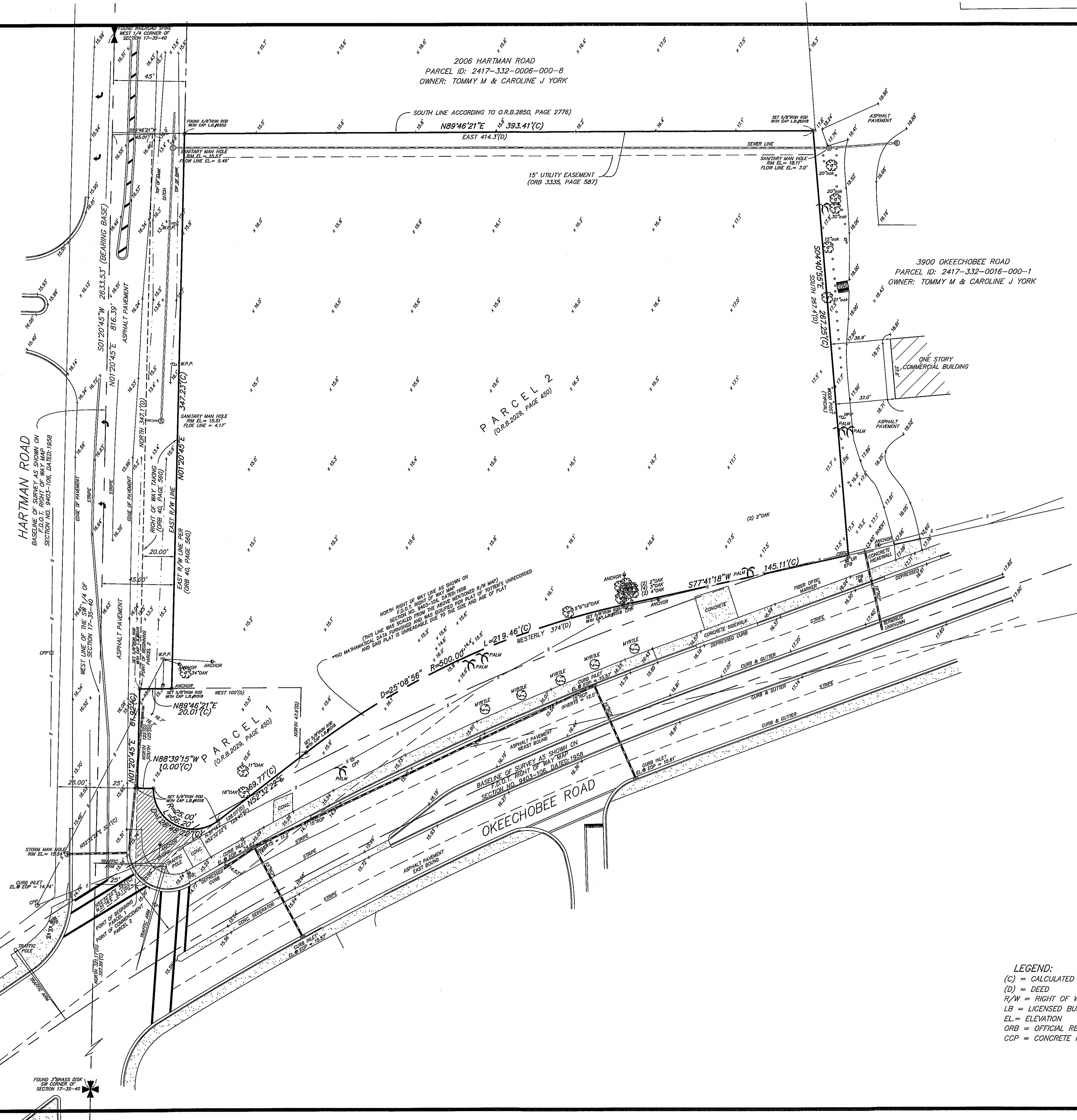
- (C) = CALCULATED
- (D) = DEED
- R/W = RIGHT OF WAY
- LB = LICENSED BUSINESS
- EL = ELEVATION
- ORB = OFFICIAL RECORDS BOOK
- CCP = CONCRETE POWER POLE

**BLOOMSTER**  
PROFESSIONAL LAND  
SURVEYORS, INC.  
L.B. #6018

641 NORTHEAST SPENCER STREET  
JENSEN BEACH, FLORIDA 34957  
PHONE 772-334-0868

PREPARED FOR: DOLLAR TREE  
XXXX OKEECHOBEE ROAD  
FT PIERCE, ST LUCIE COUNTY, FLORIDA

SHEET 1 OF 1		
DRAWN BY: CDW		
SCALE: 1" = 30'		
FIELD WORK COMPLETED: 4-10-2017		
FIELD BOOK: SKETCH		
JOB NO. 13982		
REVISIONS		
DATE:	DESCRIPTION:	BY:





P.O. Box 308  
Fort Pierce, FL 34954-0308  
772-462-1650  
www.tcslc.com

**2016 REAL ESTATE  
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

**Skip the trip and pay at [www.tcslc.com](http://www.tcslc.com)**

- echeck (electronic payment from your checking account with no fee)
- Credit card (2.5% convenience fee applies)
- Print your receipt instantly online!

**ACCOUNT**

2417-333-0001-000/6

**ESCROW**

Smigiel Partners XIX Ltd  
PO Box 540669  
Lake Worth, FL 33454-0000

4008 OKEECHOBEE RD, Fort Pierce  
17 35 40 FROM SW COR SEC RUN N 321.7 FT,  
TH NELY 97.13 FT FOR POB, TH NELY ALG O  
See Additional Legal on Tax Roll

\$837.68

12/30/2016

Paid

Receipt # 0143-20161230-004846

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
County Parks MSTU	772-462-1670	0.2313	30,500	0	30,500	7.05
Co Public Transit MSTU	772-462-1670	0.1269	30,500	0	30,500	3.87
Erosion District E	772-462-1670	0.0925	30,500	0	30,500	2.82
Law Enf, Jail, Judicial Sys	772-462-1670	3.2838	30,500	0	30,500	100.16
Co General Revenue Fund	772-462-1670	4.1077	30,500	0	30,500	125.28
St Lucie County Port Bond	772-462-1670	0.0000	30,500	0	30,500	0.00
Childrens Service Council	772-408-1100	0.4765	30,500	0	30,500	14.53
St Lucie Co Fire District	772-621-3338	3.0000	30,500	0	30,500	91.50
FL Inland Navigation Dist	561-627-3386	0.0320	30,500	0	30,500	0.98
City of Fort Pierce	772-467-3777	6.9000	30,500	0	30,500	210.45
School Discretionary	772-429-3970	0.7480	30,500	0	30,500	22.81
School Capital Improvment	772-429-3970	1.5000	30,500	0	30,500	45.75
School Reg Local Effort	772-429-3970	4.6790	30,500	0	30,500	142.71
Mosquito Control	772-462-1670	0.2164	30,500	0	30,500	6.60
S FL Wtr Mgmt District	561-686-8800	0.3307	30,500	0	30,500	10.08

MILLAGE CODE 0022 TOTAL MILLAGE 25.7248 TOTAL AD VALOREM TAXES \$784.59



Go paperless  
and receive your  
tax bill by email.

[www.tcslc.com](http://www.tcslc.com)

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	AMOUNT	
FP23 Fort Pierce Stormwater Mgmt Maint	772-467-3777	54.00
NS40 N St Lucie Wtr Mgmt Dist	772-461-5050	25.00

TOTAL ASSESSMENTS \$79.00

**COMBINED TAXES AND ASSESSMENTS**

\$863.59

Scan to  
view  
your  
bill  
online

Pay One Amount  
(Discount Already Deducted)

If Postmarked By  
Please Pay Dec 31, 2016  
\$0.00



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772-462-1650  
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**2016 REAL ESTATE**

**ACCOUNT**

2417-333-0001-000/6

Smigiel Partners XIX Ltd  
PO Box 540669  
Lake Worth, FL 33454-0000

Pay online at [www.tcslc.com](http://www.tcslc.com)  
**AMOUNT DUE**

I am paying the following amount (check only one box):  
Dec 31, 2016 \$0.00

Checks payable to St. Lucie County Tax Collector  
U.S. funds only through U.S. bank  
No postdated checks · Print receipt online





Section : S 1/2 OF 17  
 Township : 35 S.  
 Range : 40 E.

Assessor's Office  
 99-99-999-9999-9999  
 Map Date ID  
 Parcel Status ID

2418N	2417N	2416N	2415N	2414N
2418S	2417S	2416S	2415S	2414S

Parcel:  
 Boundary  
 Block ID  
 Lot ID  
 Size  
 Parcel Dimension  
 Parcel Acreage

Hydrography:  
 River  
 Lake  
 Stream  
 Canal  
 Waterway

Streets:  
 Name  
 Centerline  
 Edge of Pavement

LEGEND:  
 County Line  
 Subdivision  
 Boundary  
 Name

Map Page  
 Extents  
 Name





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- Print your receipt instantly online!

**ACCOUNT**

2417-332-0009-000/9

**ESCROW**

Smigiel Partners XIX Ltd  
PO Box 540669  
Lake Worth, FL 33454-0669

0 OKEECHOBEE RD, Fort Pierce  
17 35 40 BEG 502.6 FT S AND 45 FT E OF NW  
COR OF SW 1/4 OF SW 1/4, TH E 394.3 FT  
See Additional Legal on Tax Roll

Paid \$11,973.23

12/30/2016

Paid

Receipt # 0143-20161230-004846

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
County Parks MSTU	772-462-1670	0.2313	460,100	0	460,100	106.42
Co Public Transit MSTU	772-462-1670	0.1269	460,100	0	460,100	58.39
Erosion District E	772-462-1670	0.0925	460,100	0	460,100	42.56
Law Enf, Jail, Judicial Sys	772-462-1670	3.2838	460,100	0	460,100	1,510.88
Co General Revenue Fund	772-462-1670	4.1077	460,100	0	460,100	1,889.95
St Lucie County Port Bond	772-462-1670	0.0000	460,100	0	460,100	0.00
Childrens Service Council	772-408-1100	0.4765	460,100	0	460,100	219.24
St Lucie Co Fire District	772-621-3338	3.0000	460,100	0	460,100	1,380.30
FL Inland Navigation Dist	561-627-3386	0.0320	460,100	0	460,100	14.72
City of Fort Pierce	772-467-3777	6.9000	460,100	0	460,100	3,174.69
School Discretionary	772-429-3970	0.7480	460,100	0	460,100	344.15
School Capital Improvment	772-429-3970	1.5000	460,100	0	460,100	690.15
School Reg Local Effort	772-429-3970	4.6790	460,100	0	460,100	2,152.81
Mosquito Control	772-462-1670	0.2164	460,100	0	460,100	99.57
S FL Wtr Mgmt District	561-686-8800	0.3307	460,100	0	460,100	152.16

MILLAGE CODE 0022 TOTAL MILLAGE 25.7248 TOTAL AD VALOREM TAXES \$11,835.99

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	AMOUNT	
FP23 Fort Pierce Stormwater Mgmt Maint	772-467-3777	469.80
NS40 N St Lucie Wtr Mgmt Dist	772-461-5050	37.75

TOTAL ASSESSMENTS \$507.55

COMBINED TAXES AND ASSESSMENTS \$12,343.54



Go paperless and receive your tax bill by email.

[www.tclsc.com](http://www.tclsc.com)

Scan to view your bill online

Pay One Amount (Discount Already Deducted)	If Postmarked By Please Pay	Dec 31, 2016	\$0.00		
--------------------------------------------	-----------------------------	--------------	--------	--	--



P.O. Box 308  
Fort Pierce, FL 34954-0308  
772-462-1650  
www.tclsc.com

**2016 REAL ESTATE**

**ACCOUNT**

2417-332-0009-000/9

Smigiel Partners XIX Ltd  
PO Box 540669  
Lake Worth, FL 33454-0669

Pay online at [www.tclsc.com](http://www.tclsc.com)  
**AMOUNT DUE**

I am paying the following amount (check only one box):  
Dec 31, 2016 \$0.00

Checks payable to St. Lucie County Tax Collector  
U.S. funds only through U.S. bank  
No postdated checks · Print receipt online



Bill History — Real Estate Account At 0 OKEECHOBEE RD, Fort Pierce

Real Estate Account #2417-332-0009-000/9

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

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Amounts as of 02/03/2017

Bill	Balance					
2016 Annual Bill	\$0.00	12/30/2016	Paid \$11,973.23	Receipt #0143-20161230-004846		<a href="#">Print (PDF)</a>
2015 Annual Bill	\$0.00	02/29/2016	Paid \$12,414.31	Receipt #0143-20160229-004048		<a href="#">Print (PDF)</a>
2014 Annual Bill	\$0.00	12/31/2014	Paid \$11,861.51	Receipt #0025-20141231-008988		<a href="#">Print (PDF)</a>
2013 Annual Bill	\$0.00	12/04/2013	Paid \$11,774.52	Receipt #0129-20131204-000619		<a href="#">Print (PDF)</a>
		<i>Effective 11/27/2013</i>				
2012 Annual Bill	\$0.00	02/25/2014	Paid \$13,471.16	Receipt #0004-20140225-002571		<a href="#">Print (PDF)</a>
Redeemed certificate #309	Face \$12,823.72	02/25/2014	Certificate redeemed			
	Rate 0.25%	06/01/2013	Certificate issued			
		04/24/2013	Advertisement file created			
2011 Annual Bill	\$0.00	03/01/2012	Paid \$11,659.74	Receipt #0066-20120301-004020		<a href="#">Print (PDF)</a>
		<i>Effective 02/29/2012</i>				
2010 Annual Bill	\$0.00	12/08/2010	Paid \$11,564.82	Receipt #0120-20101208-003113		<a href="#">Print (PDF)</a>
2009 Annual Bill	\$0.00	05/03/2010	Paid \$14,588.39	Receipt #26-20100503-002987		<a href="#">Print (PDF)</a>
		<i>Effective 04/30/2010</i>				
2008 Annual Bill	\$0.00	02/26/2009	Paid \$17,125.50	Receipt #09-20090226-004750		<a href="#">Print (PDF)</a>
2007 Annual Bill	\$0.00	11/14/2007	Paid \$16,497.92	Receipt #99-20071114-010834		<a href="#">Print (PDF)</a>
2006 Annual Bill	\$0.00	11/30/2006	Paid \$16,076.74	Receipt #99-20061130-027400		<a href="#">Print (PDF)</a>
2005 Annual Bill	\$0.00	11/28/2005	Paid \$15,745.89	Receipt #99-20051128-36554		<a href="#">Print (PDF)</a>
2004 Annual Bill	\$0.00	12/08/2004	Paid \$6,715.77	Receipt #99-20041208-122944		<a href="#">Print (PDF)</a>
		<i>Effective 11/30/2004</i>				
2003 Annual Bill	\$0.00	11/26/2003	Paid \$4,235.42	Receipt #99-20031126-26431		<a href="#">Print (PDF)</a>
<b>Total Balance</b>	<b>\$0.00</b>					



**Property Identification**

Site Address:	OKEECHOBEE RD
Parcel ID:	2417-332-0009-000-9
Account #:	26514
Map ID:	24/17S
Use Type:	1000
Zoning:	C3
City/County:	Fort Pierce

**Ownership**

Smigiel Partners XIX Ltd  
 PO Box 540669  
 Lake Worth, FL 33454

**Legal Description**

17 35 40 BEG 502.6 FT S AND 45 FT E OF NW COR OF SW 1/4 OF SW 1/4, TH E 394.3 FT, TH S 267.4 FT, TH WLY ON RD 374 FT, TH N 47.6FT, TH W 80 FT, TH N 347.1 FT TO POB (3.018 AC) (OR 2029.449)

**Current Values**

Just/Market Value:	\$460,100
Assessed Value:	\$460,100
Exemptions:	\$0
Taxable Value:	\$460,100

Taxes for this parcel: SLC Tax Collector's Office   
 Download TRIM for this parcel: [Download PDF](#)



**Total Areas**

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	3.02
Land Size (SF):	131,551.2

**Sale History**

Date:	Jul 22, 2004
Book/Page:	2029 / 0449
Sale Code:	XX02
Deed:	WD
Grantor:	Parisi (TR),Charles N
Price:	\$730,000
Date:	Aug 5, 1999
Book/Page:	1241 / 2988
Sale Code:	XX01
Deed:	WD
Grantor:	Mall Promenade Inc,
Price:	\$100
Date:	Feb 1, 1987
Book/Page:	0532 / 2707
Sale Code:	XX01
Deed:	CV
Grantor:	
Price:	\$0
Date:	Jul 1, 1985
Book/Page:	0471 / 0098
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	\$1,140,000
Date:	Sep 1, 1984
Book/Page:	0443 / 2656
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	\$650,000
Date:	Apr 1, 1977
Book/Page:	0267 / 1313
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	\$125,000

**Building Information (1 of 1)**

Finished Area: 0 SF

Gross Total Area: 0 SF

Exterior Data

View:  
Building Type:  
Grade:  
Story Height:

Roof Cover:  
Year Built: N/A  
Effective Year: 2014  
No. Units: 0

Roof Structure:  
Frame:  
Primary Wall:  
Secondary Wall:

Interior Data

Bedrooms: 0  
Full Baths: 0  
Half Baths: 0  
A/C %: 0%

Electric:  
Heat Type:  
Heat Fuel:  
Heated %: N/A%

Primary Int Wall:  
Avg Hgt/Floor: 0  
Primary Floors:  
Sprinkled %: 0%



Image  
or  
Sketch  
unavailable  
for display

Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	\$0
Land:	\$460,100
Just/Market:	\$460,100
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$0
Assessed:	\$460,100
Exemption(s):	\$0
Taxable:	\$460,100

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2004	0041	8.7	Fort Pierce Stormwater Charge	\$469.80
2013	0054	3.02	North St. Lucie Water Management District	\$37.75

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Permits

Notice: This does not necessarily represent all the permits for this property. Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted. © Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.



Bill History — Real Estate Account At 4008 OKEECHOBEE RD, Fort Pierce

Real Estate Account #2417-333-0001-000/6

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

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Amounts as of 02/03/2017

Bill	Balance				
2016 Annual Bill	\$0.00	12/30/2016	Paid \$837.68	Receipt #0143-20161230-004846	<a href="#">Print (PDF)</a>
2015 Annual Bill	\$0.00	02/29/2016	Paid \$867.83	Receipt #0143-20160229-004048	<a href="#">Print (PDF)</a>
2014 Annual Bill	\$0.00	12/31/2014	Paid \$786.62	Receipt #0025-20141231-008985	<a href="#">Print (PDF)</a>
2013 Annual Bill	\$0.00	12/04/2013	Paid \$735.92	Receipt #0129-20131204-000618	<a href="#">Print (PDF)</a>
		<i>Effective 11/27/2013</i>			
2012 Annual Bill	\$0.00	01/30/2015	Paid \$870.25	Receipt #0015-20150130-000846	<a href="#">Print (PDF)</a>
Redeemed certificate #3091	Face \$785.45 Rate 6%	01/30/2015	Certificate redeemed		
		06/01/2013	Certificate issued		
		04/24/2013	Advertisement file created		
2011 Annual Bill	\$0.00	03/01/2012	Paid \$662.85	Receipt #0066-20120301-004020	<a href="#">Print (PDF)</a>
		<i>Effective 02/29/2012</i>			
2010 Annual Bill	\$0.00	02/01/2011	Paid \$634.21	Receipt #0116-20110201-003425	<a href="#">Print (PDF)</a>
		<i>Effective 01/31/2011</i>			
2009 Annual Bill	\$0.00	05/03/2010	Paid \$504.82	Receipt #26-20100503-002987	<a href="#">Print (PDF)</a>
		<i>Effective 04/30/2010</i>			
2008 Annual Bill	\$0.00	02/26/2009	Paid \$1,502.00	Receipt #09-20090226-004750	<a href="#">Print (PDF)</a>
2007 Annual Bill	\$0.00	11/14/2007	Paid \$1,313.86	Receipt #99-20071114-010834	<a href="#">Print (PDF)</a>
2006 Annual Bill	\$0.00	12/11/2006	Paid \$1,555.59	Receipt #99-20061211-034769	<a href="#">Print (PDF)</a>
2005 Annual Bill	\$0.00	11/28/2005	Paid \$1,536.53	Receipt #99-20051128-36555	<a href="#">Print (PDF)</a>
2004 Annual Bill	\$0.00	12/08/2004	Paid \$1,920.36	Receipt #99-20041208-122943	<a href="#">Print (PDF)</a>
		<i>Effective 11/30/2004</i>			
2003 Annual Bill	\$0.00	11/26/2003	Paid \$1,443.91	Receipt #99-20031126-26432	<a href="#">Print (PDF)</a>
<b>Total Balance</b>	<b>\$0.00</b>				



**Property Identification**

Site Address: 4008 OKEECHOBEE RD  
Map ID: 24/17S

Parcel ID: 2417-333-0001-000-6  
Zoning: C3

Account #: 26521  
Use Type: 1000

Sec/Town/Range: 17/35S/40E  
Jurisdiction: Fort Pierce

**Ownership**

Smigiel Partners XIX Ltd  
PO Box 540669  
Lake Worth, FL 33454

**Legal Description**

17 35 40 FROM SW COR SEC RUN N 321.7 FT, TH NELY 97.13 FT FOR POB, TH NELY ALG OKEE RD 63.04 FT, TH N 47.6 FT, TH SWLY 100 FT TO E R/W HARTMAN RD, TH S ON R/W 64.77 FT TO PT, TH E 10 FT, TH SELY ON CURVE CONC TO NE 56.20 FT TO END OF CURVE AND POB (0.20 AC) (OR 2029-449)

**Current Values**

Just/Market:	\$30,500	Assessed:	\$30,500
Exemptions:	\$0	Taxable:	\$30,500

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$30,500	\$30,500	\$0	\$30,500
2015	\$30,500	\$30,500	\$0	\$30,500
2014	\$30,500	\$28,023	\$0	\$28,023

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
07-22-2004	2029 / 0449	XX02	WD	Parisi (TR), Charles N	\$730,000
10-19-2001	1448 / 2240	XX00	WD	Vogel, Dorothy C	\$58,500
11-24-1999	1264 / 1343	XX01	QC	Corbitt, Annie B	\$100

**Primary Building Information**

Finished Area of this building: 0 SF  
Gross Area of this building: 0 SF

View:  
Year Built: N/A  
Primary Wall:

Roof Cover:  
Frame:  
Story Height:

Exterior Data  
Roof Structure:  
Grade:  
No. Units: 0

Building Type:  
Effective Year: 2014  
Secondary Wall:

Bedrooms: 0  
Full Baths: 0  
Half Baths: 0

A/C %: 0%  
Heated %: N/A%  
Sprinkled %: 0%

Interior Data  
Electric:  
Heat Type:  
Heat Fuel:

Primary Int Wall:  
Avg Hgt/Floor: 0  
Primary Floors:



Image  
or  
Sketch  
unavailable  
for display

**Total Areas**

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.2
Land Size (SF):	8,712
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
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CITY OF FORT PIERCE  
\*\*\* CUSTOMER RECEIPT \*\*\*

Batch ID: CFLDRES      11/08/17 01      Receipt no: 2202

Year	Number	Type	Svccd	Description	Amount
------	--------	------	-------	-------------	--------

2017	41000003	PL		PLANNING DEPARTMENT	\$500.00
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DOLLAR TREE  
AT HARTMAN RD 4008 DREE RD

Tender detail:

CH Ref#: 2852

Total tendered: \$500.00

Total payment: \$500.00

Trans date: 11/08/17      Time: 9:25:00

THANK YOU!



# Commitment

## Commitment for Title Insurance

ISSUED BY

**GRS Title Services**

**17-12830**

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

---

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.



ISSUED THROUGH THE OFFICE OF:

FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643



# Schedule A

## Commitment for Title Insurance

ISSUED BY

**GRS Title Services**

**17-12830**

File No.: 17-12830

1. Effective Date: February 07, 2017 @ 8:00 A.M.

2. Policy or Policies to be issued: Proposed Amount of Insurance:

a. Owner's Policy  
ALTA Owner's Policy of Title Insurance (6-17-06) \$500,000.00  
(with Florida modifications)

Proposed Insured: CDA Holdings, LLC

b. Loan Policy  
ALTA Loan Policy of Title Insurance (6-17-06) \$0.00  
(with Florida modifications)

Proposed Insured:

c. \$

Proposed Insured:

Premium: \$

3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Smigiel Partners XIX, Ltd., a partnership existing under the laws of the State of Florida

4. The land referred to in this Commitment is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof**



# Exhibit A

## Commitment for Title Insurance

ISSUED BY

**GRS Title Services**

**17-12830**

File No.: 17-12830

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

### Parcel 1

From the Southwest corner of Section 17, Township 35 South, Range 40 East, run North along the West side of said Section 17, 321.7 feet; thence North  $51^{\circ}16'$  East, 32.1 feet, to point of beginning; thence continue North  $51^{\circ}16'$  East, along the Northwest right of way of Okeechobee Road (State Road No. 8), a distance of 128.07 feet to a stake; thence North 47.6 feet; thence South  $88^{\circ}34'$  West, 100 feet to a stake; thence South 125 feet to the Point of Beginning. St. Lucie County, Florida, LESS AND EXCEPT the rights of way for Okeechobee Road and Hartman Road, as they currently exist.

### Parcel 2

From the intersection of the East right-of-way line of Hartman Road, said right-of-way line being 25 feet East of the West line of the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 17, Township 35 South, Range 40 East, and the North right-of-way of State Road #8, said right-of-way line being 33 feet from the center line of said road measured at right angle thereto; run North along the East right-of-way line of Hartman Road 125 feet to Point of Beginning; thence continue North 347.1 feet; thence East parallel with the North line of said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 17, 414.3 feet; thence South parallel with Totten Road 267.4 feet to the North right-of-way line of said road #8; thence Westerly along said right-of-way line a distance of 374.0 feet; thence North 47.6 feet thence West 100.0 feet to Beginning.

LESS AND EXCEPTING THEREFROM the East 20 feet of the West 45 feet of the South 347.1 feet of the North 849.7 feet of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17, Township 35 South, Range 40 East of the above described property for Hartman Road right-of-way as per Deed recorded in Official Records Book 40, Page 560, of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPTING THEREFROM all rights of way for public roads.



# Schedule BI

## Commitment for Title Insurance

ISSUED BY

**GRS Title Services**

**17-12830**

File No.: 17-12830

### **REQUIREMENTS**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. Warranty Deed conveying the land from Smigiel Partners XIX, Ltd., a partnership existing under the laws of the State of Florida to CDA Holdings, LLC. In connection with said deed, we will further require:
    - i) Production of a copy of the partnership agreement, with an affidavit affixed thereto that it is a true copy of the partnership agreement and all amendments thereto, and that the partnership has not been dissolved;
    - ii) That said deed be executed by all of the general partners unless said partnership agreement shows no limitation on the authority of one partner to execute a conveyance;
    - iii) Should any partner be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
    - iv) The Partnership must have been formed prior to, the date the Limited Partnership acquired title to the land;
    - v) Current Certificate from the Secretary of State of the state of origin that said partnership is active and current;
    - vi) Satisfactory evidence of compliance with all requirements regarding conveying and/or mortgaging partnership property contained in the Partnership Agreement;
    - vii) If any partners are deceased, the Warranty Deed should be from the parties who inherited or succeeded to the interest of the deceased partner, and/or the personal representative, as their interest(s) are determined by the Company, and from the partnership, together with evidence of the written consent to the proposed transfer from the other partners;
    - viii) If the partnership is dissolved, record an affidavit from the general partner signing the deed stating that the partner has not been denied authority to wind up the affairs of the partnership, and that the executing partner is not a debtor in a bankruptcy proceeding, and that the purpose of the conveyance is to wind up the partnership affairs;
    - ix) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

5. The following exceptions from coverage, to-wit:

- a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
- c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

**If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).**

**The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.**

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

7. The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
8. Proof of payment of taxes and assessments for the year 2016, and prior years, plus any penalties and interest.
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2016 taxes show **PAID** in the gross amount of \$12,343.54 for Tax Identification No. 2417-332-0009-000/9.
10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2016 taxes show **PAID** in the gross amount of \$863.59 for Tax Identification No. 2417-333-0001-000/6.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None



# Schedule BII

## Commitment for Title Insurance

ISSUED BY

**GRS Title Services**

**17-12830**

File No.: 17-12830

### **PART II**

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 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. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. 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.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Ordinance No. K-223 as recorded in Book 1736, Page 1781.
10. Easement for Utilities, recorded in Book 3335, Page 587.
11. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Note: All of the recording information contained herein refers to the Public Records of St. Lucie County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



*First American*

02/09/2017

Re: File # **17-12830**

Property Address: **4008 Okeechobee Rd, Fort Pierce, FL 34947**

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

RETURN TO: BOX 145

EASEMENT  
FROM LIMITED PARTNERSHIP

THIS INSTRUMENT PREPARED BY:  
R. N. KOBLEGARD, III, ESQUIRE  
200 S. INDIAN RIVER DRIVE, #201  
FORT PIERCE, FL 34950

PROPERTY APPRAISERS PARCEL ID (FOLIO) NUMBER(S):  
2417-332-0009-000-9

Lucid 35.50  
Doc. Stamps 36.20

*Know All Men by These Presents,* that the undersigned

**SMIGIEL PARTNERS XIX, LTD., A FLORIDA LIMITED PARTNERSHIP**

for and in consideration of the sum of One Dollar, to them in hand paid by **Fort Pierce Utilities Authority of the City of Fort Pierce, Florida** (located at 206 South Sixth Street), a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, do hereby convey and grant to the **City of Fort Pierce, Florida, for the use and benefit of Fort Pierce Utilities Authority**, the privilege and easement for the installation of utilities consistent with the Dale's BBQ West Gravity Main Extension construction plans attached hereto as Exhibit "A" and the maintenance, operation, repair, replacement and/or removal of their municipal-owned electric, water, sewer and natural gas utilities, in, under, upon, along, over and across the following-described land, a depiction of which is attached hereto as Exhibit "B", in St. Lucie County, Florida, to wit:

**The Northernmost 15 feet of the following described property, to wit:**

**From the intersection of the East right-of-way line of Hartman Road, said right-of-way line being 25 feet East of the West line of the SW1/4 of SW1/4 of Section 17, Township 35 South, Range 40 East, and the North right-of-way of State Road #8, said right-of-way line being 33 feet from the center line of said road measured at right angle thereto; run North along the East right-of-way line of Hartman Road 125 feet to Point of Beginning; thence continue North 347.1 feet; thence East parallel with the North line of said SW1/4 of SW1/4 of Section 17, 414.3 feet; thence South parallel with Totten Road 267.4 feet to the North right-of-way line of said road #8; thence Westerly along said right-of-way line a distance of 374.0 feet; thence North 47.6 feet; thence West 100.0 feet to Beginning.**

**LESS AND EXCEPTING THEREFROM the East 20 feet of the West 45 feet of the South 347.1 feet of the North 849.7 feet of the SW1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East of the above described property for Hartman Road right-of-way as per Deed recorded in Official Records Book 40, Page 560, of the Public Records of St. Lucie County, Florida.**

**ALSO LESS AND EXCEPTING THEREFROM all rights of way for Public Roads.**

\_\_\_\_\_

Access to the above strip of land over the adjoining lands of the GRANTORS is hereby granted. The GRANTEE may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement and/or removal of said utilities. Patrolling said easement shall not constitute grounds for a claim for damage.

The GRANTORS reserve the use of said strip of land for any use not inconsistent herewith including, but not limited to, landscaping and setbacks, but no buildings or structures shall be erected or placed on said strip of land by GRANTORS. The rights herein granted may be assigned in whole or in part.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE AS  
WITNESSES:

In Witness Whereof, the GRANTOR has caused these presents  
to be executed in its name, by its proper member thereunto  
duly authorized this

14th day of OCTOBER, 2011.

GRANTOR:

**SMIGIEL PARTNERS XIX, LTD., a Florida Limited  
Partnership**

**By: GARY SMIGIEL, L.C., a Florida Limited Liability  
Company, its General Partner**

Valerie Tarplee  
Witness Signature

Valerie Tarplee  
Printed Witness Signature

Lisa Nagel  
Witness Signature

Lisa Nagel  
Printed Witness Signature

By: [Signature]

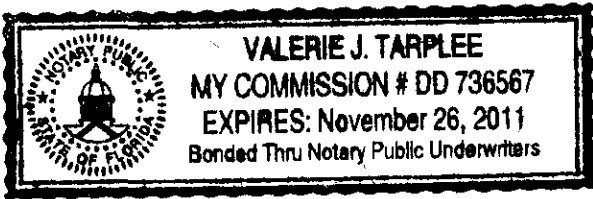
Gary Smigiel, Managing Member

7965 Lantana Road

Lake Worth, FL 33467

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Gary Smigiel, known to me to be the Managing Member of GARY SMIGIEL, L.C., a Florida Limited Liability Company, General Partner of SMIGIEL PARTNERS XIX, LTD., a Florida Limited Partnership**, the entity in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in him by said entity, who is personally known to me or who has produced \_\_\_\_\_ as identification, and that an oath was not taken.

**WITNESS** my hand and official seal in the County and State last aforesaid this 14th day of October, 2011



Valerie J. Tarplee  
Notary Signature

(NOTARY SEAL)

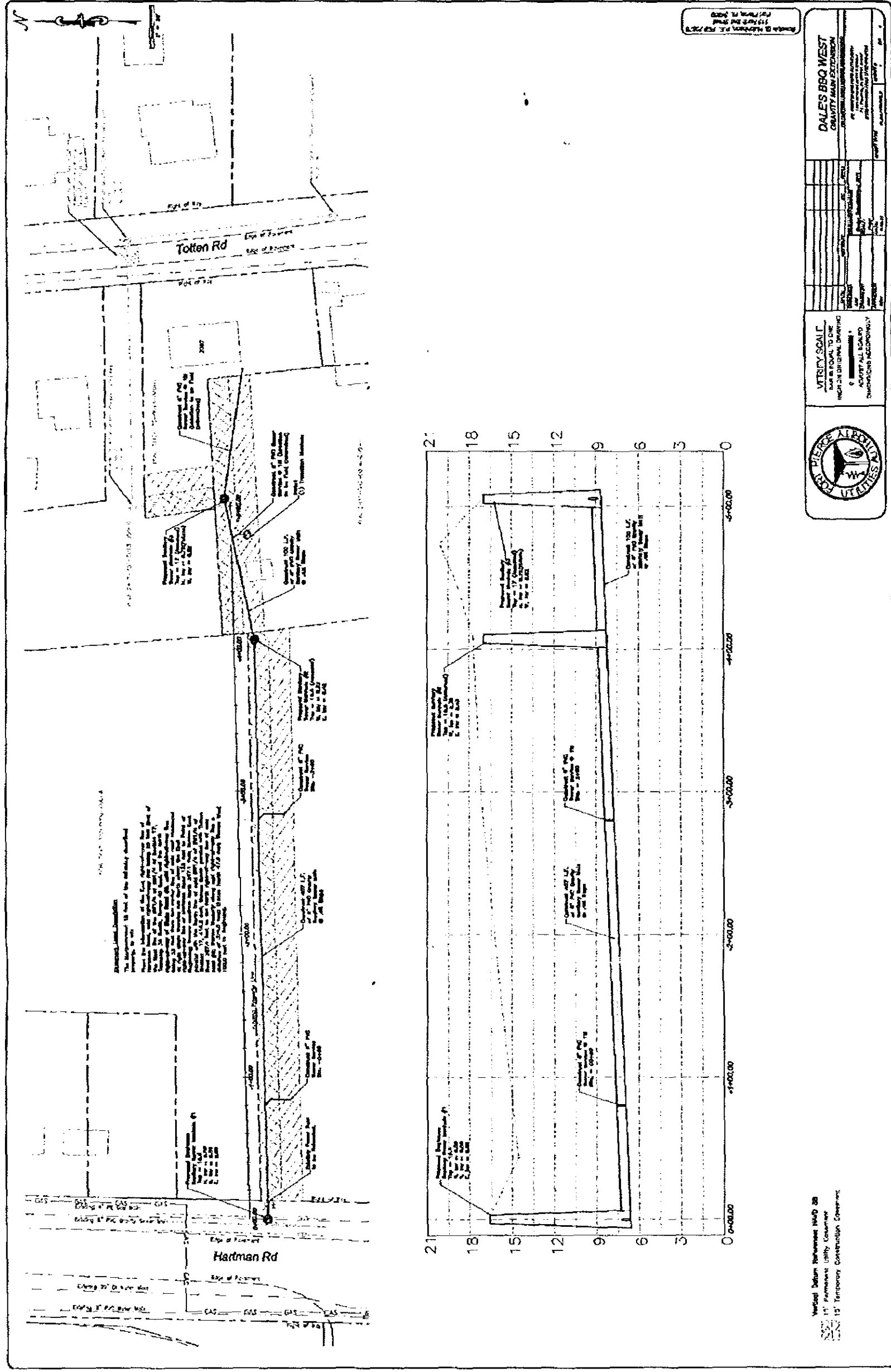
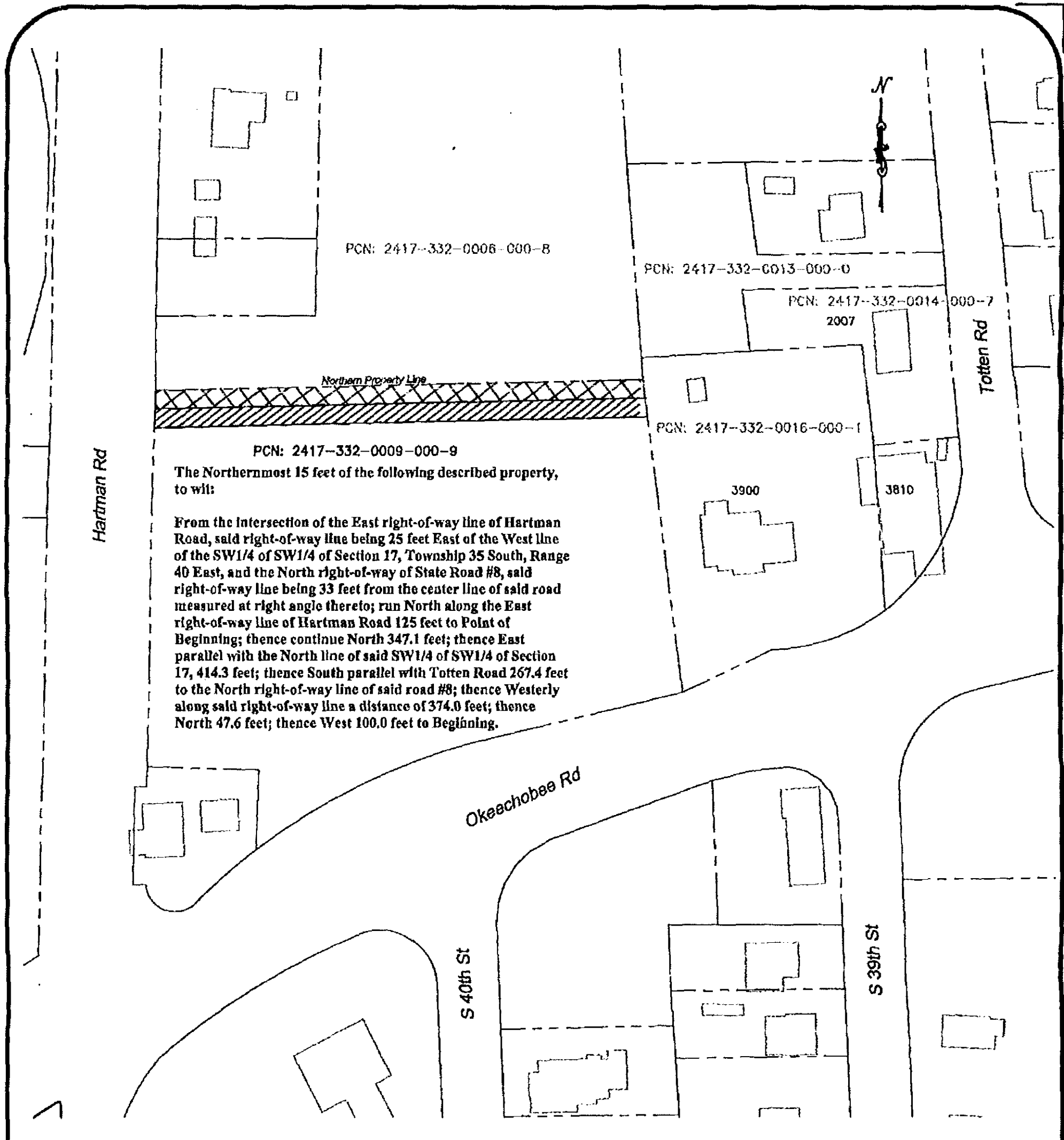


EXHIBIT "A"

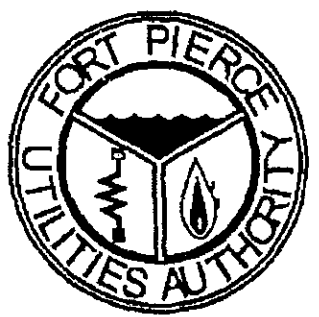


PCN: 2417-332-0009-000-9

The Northernmost 15 feet of the following described property, to wit:

From the intersection of the East right-of-way line of Hartman Road, said right-of-way line being 25 feet East of the West line of the SW1/4 of SW1/4 of Section 17, Township 35 South, Range 40 East, and the North right-of-way of State Road #8, said right-of-way line being 33 feet from the center line of said road measured at right angle thereto; run North along the East right-of-way line of Hartman Road 125 feet to Point of Beginning; thence continue North 347.1 feet; thence East parallel with the North line of said SW1/4 of SW1/4 of Section 17, 414.3 feet; thence South parallel with Totten Road 267.4 feet to the North right-of-way line of said road #8; thence Westerly along said right-of-way line a distance of 374.0 feet; thence North 47.6 feet; thence West 100.0 feet to Beginning.

- 15' Permanent Utility Easement
- 15' Temporary Construction Easement



WATER/WASTEWATER/GAS ENGINEERING  
 FT. PIERCE UTILITIES AUTHORITY  
 206 SOUTH 6<sup>TH</sup> STREET  
 FT. PIERCE, FLORIDA 34948  
 (772) 466-1600 / FAX (772) 489-0396

*Easement Exhibit*

**Dale's BBQ Sewer Extension**

10-10-11

EXHIBIT "B"

**ORDINANCE NO. K-223**

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF OKEECHOBEE ROAD BETWEEN HARTMAN ROAD AND TOTTEN ROAD; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2004; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ZONING SAID LAND; ESTABLISHING THE FUTURE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City property generally located on the north side of Okeechobee Road, between Hartman Road and Totten Road; legally described as:

17 35 40 BEG 502.6 FT S AND 45 FT E OF NW COR OF SW 1/4 OF SW 1/4, TH E 394.3 FT, TH S 267.4 FT, TH W LY ON RD 374 FT, TH N 47.6 FT, TH W 80 FT, TH N 347.1 FT TO POB (3.018 AC) (OR 532-2707:1241-2988) (Property I. D. 2417-332-0009-000-9).

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Section 1 hereof as of January 1, 2004 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in The Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land hereinabove described and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned C-3, General

E  
CITY CLERK  
CITY OF FT. PIERCE  
100 N. U.S. 1  
P.O. BOX 1480  
FT PIERCE, FL 34954

Ordinance No. K-223  
Page Two

Commercial Zone, and the Future Land Use Designation is CG, General Commercial Land Use, in accordance with the Zoning Ordinance of the City of Fort Pierce, Florida.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. This ordinance shall be and become effective immediately upon final passage.

STATE OF FLORIDA) <sup>SS</sup>  
ST. LUCIE COUNTY)


WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. K-223 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in The Tribune in Fort Pierce, Florida, on May 23, 2003, and on May 30, 2003; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on June 2, 2003; and was duly introduced, read by title only, and passed on second and final reading on June 16, 2003, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 17th day of June, 2003.



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MAYOR COMMISSIONER

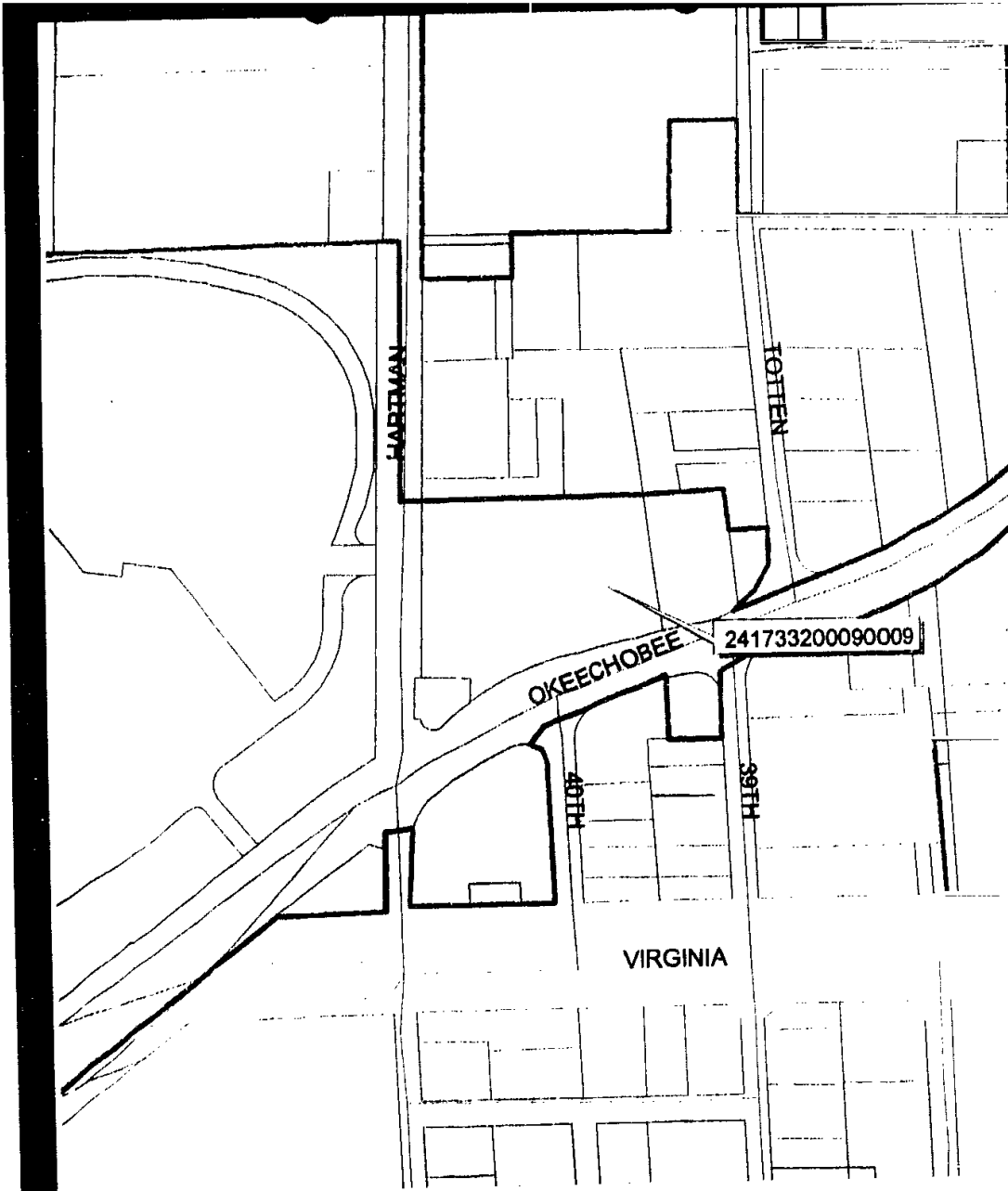


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CITY CLERK

(CITY SEAL)

ATTACHMENT TO ORDINANCE NO. K-223



**REVISED CORPORATE LIMITS**

This Document Prepared By and Return to:

Stephen Navaretta, Esq.  
Navaretta & Navaretta, P.A. \* Doc ASSUMP: \$ 0.00  
1100 SW St. Lucie West Blvd. \* State Tax: \$ 5,110.00  
Port St. Lucie, FL 34986 \* Int Tax : \$ 0.00

Parcel ID Number: 2417-333-0001-000/6 &

# Warranty Deed

This Indenture, Made this 22nd day of July, 2004 A.D., Between Charles N. Parisi, Individually and as Trustee under Declaration of Trust dated December 13, 1995

of the County of MARTIN State of Florida, grantor, and SMIGIEL PARTNERS XIX, LTD., a partnership existing under the laws of the State of Florida

whose address is: 6534 Rock Creek Drive, Lake Worth, FL 33467

of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

See Exhibit "A" attached hereto.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2003.

Said property is not the homestead of Grantor who resides in Tequesta, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Charles N. Parisi, Individually and as Trustee under Declaration of Trust dated December 13, 1995

Laure Mosher  
Printed Name: Laure Mosher  
Witness

By: Charles N. Parisi (Seal)  
P.O. Address: 50 Beach Road, Ste. 201, Tequesta, Florida 33469

Naemi Golcher  
Printed Name: Naemi Golcher  
Witness

By: Charles N. Parisi (Seal)  
P.O. Address: 50 Beach Road, Ste. 201, Tequesta, Florida 33469

STATE OF Florida  
COUNTY OF ~~MARTIN~~ Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of July, 2004 by on behalf of said Florida trust by Charles N. Parisi

he is personally known to me or he has produced his Florida driver's license as identification.

Christina Ayler  
Printed Name: Christina Ayler  
Notary Public My Commission DD092836  
My Commission Expires: Expires May 14, 2006

**Exhibit "A"**

Parcel 1

From the Southwest corner of Section 17, Township 35 South, Range 40 East, run North along the west side of said Section 17, 321.7 feet; thence North  $51^{\circ}16'$  East, 32.1 feet, to point of beginning; thence continue North  $51^{\circ}16'$  East, along the Northwest right of way of Okeechobee Road (State Road No. 8), a distance of 128.07 feet to a stake; thence North 47.6 feet; thence South  $88^{\circ}34'$  West, 100 feet to a stake; thence South 125 feet to the Point of Beginning. St. Lucie County, Florida, LESS AND EXCEPT the rights of way for Okeechobee Road and Hartman Road, as they currently exist.

Parcel 2

From the intersection of the East right-of-way line of Hartman Road, said right-of-way line being 25 feet East of the West line of the SW 1/4 of SW 1/4 of Section 17, Township 35 South, Range 40 East, and the North right-of-way of State Road #8, said right-of-way line being 33 feet from the center line of said road measured at right angle thereto; run North along the East right-of-way line of Hartman Road 125 feet to Point of Beginning; thence continue North 347.1 feet; thence East parallel with the North line of said SW 1/4 of SW 1/4 of Section 17, 414.3 feet; thence South parallel with Totten Road 267.4 feet to the North right-of-way line of said road #8; thence Westerly along said right-of-way line a distance of 374.0 feet; thence North 47.6 feet; thence West 100.0 feet to Beginning.

LESS AND EXCEPTING THEREFROM the East 20 feet of the West 45 feet of the South 347.1 feet of the North 849.7 feet of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East of the above described property for Hartman Road right-of-way as per Deed recorded in Official Records Book 40, page 560, of the of the Public Records of St. Lucie County, Florida.

ALSO LESS AND EXCEPTING THEREFROM all rights of way for public roads.