

# ***WATERFRONT REAL ESTATE AUCTION***

**Saturday, February 17th at 11:00 A.M. – On Site**  
**22 East High Point Road**  
**Stuart, FL 34996**



## **BIDDER'S INFORMATION PACKAGE**



**(772) 872-6045**

**[reed@hartmanauction.com](mailto:reed@hartmanauction.com)**

**Licensed Real Estate Brokers & Auctioneers**

**WATERFRONT REAL ESTATE AUCTION**  
**22 EAST HIGH POINT ROAD**  
**STUART, FL 34996**

Located on one-half acre, this 7,393 square foot waterfront home in the High Point neighborhood of Sewall's Point sits high above the Indian River Lagoon and St. Lucie River with unobstructed panoramic views of the St. Lucie Inlet. This magnificent residence features a grand entry way through copper doors into a living room with marble fireplace and soaring 20 foot ceilings and offers breathtaking views of the waterfront. The living area incorporates a beautiful living room, comfortable family room, and pub style bar/billiard room, all with astonishing waterfront views. French doors open onto a spacious coral terrace with heated swimming pool and spa overlooking the deep water dock. A half bath, a guest bedroom suite and walk in safe are also located on the main floor. The gourmet kitchen incorporates a Sub-Zero Refrigerator and drink cooler, Wolf Gas Range with double ovens and 6 burner cooktop with copper hood, ice maker, prep sink, and large butler's pantry. If you are looking for a little libation take one of the two elevators to the private wine room. Stroll upstairs to an impressive master wing with balcony that provides beautiful sunrises over the St. Lucie Inlet, a den/nursery, and walk in closets. The opposite wing features 3 additional bedrooms en-suite. A private outdoor kitchen featuring a fireplace, grill, burner, refrigerator, and seating area is tucked away at the south side of the home. There is a 3 car garage and located just off the breezeway is a writer's studio with Pecky Cypress ceilings, full bath and steam shower. This waterfront home with it's panoramic views is truly priceless.

- Court Yard with Gated Entrance
- Large Copper Entry Door
- 5 Bedrooms, 6 Full Baths and 2 Half Baths
- Master Suite with Waterfront/Inlet Views, Walk-in Closets, Office/Nursery
- 4 Bedrooms En-Suite
- Wine Cellar
- Large Walk-in Safe
- 2 Elevators
- 2 Fireplaces
- Writer's Studio with Full Bath and Steam Shower
- Coral Terrace
- Large Heated Swimming Pool with Spa
- Summer Kitchen with Fireplace, Grill, Burner, and Refrigerator
- Deep Water Dock
- 3 Car Garage

**Cashier's Check of \$100,000.00 made payable to yourself in order to bid!**



***LIVING ROOM***



***FAMILY ROOM***





***DINING ROOM***



***KITCHEN***



***CLUB ROOM***



***WINE ROOM***



***MASTER SUITE***







***REAR VIEW OF HOUSE***

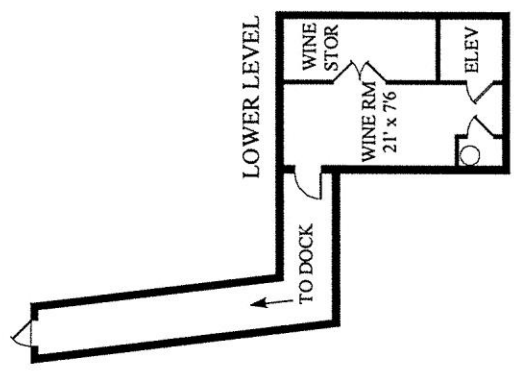
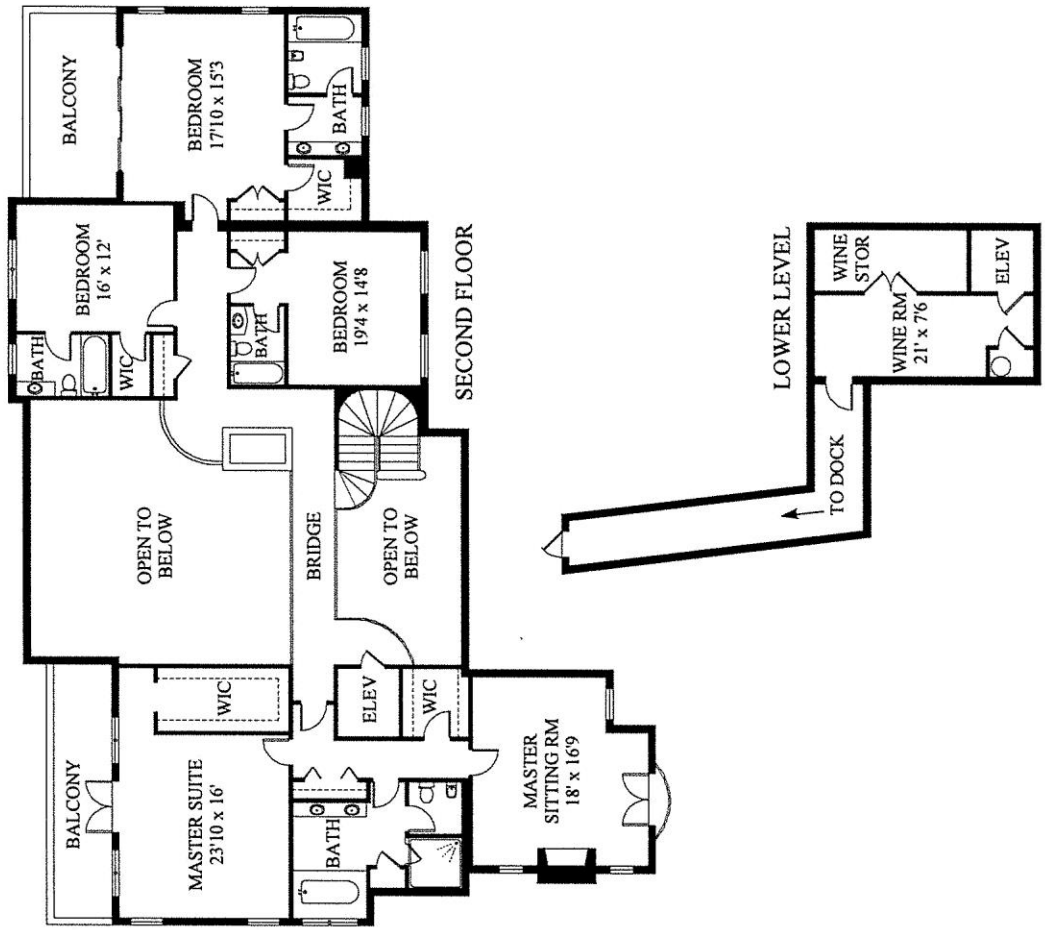
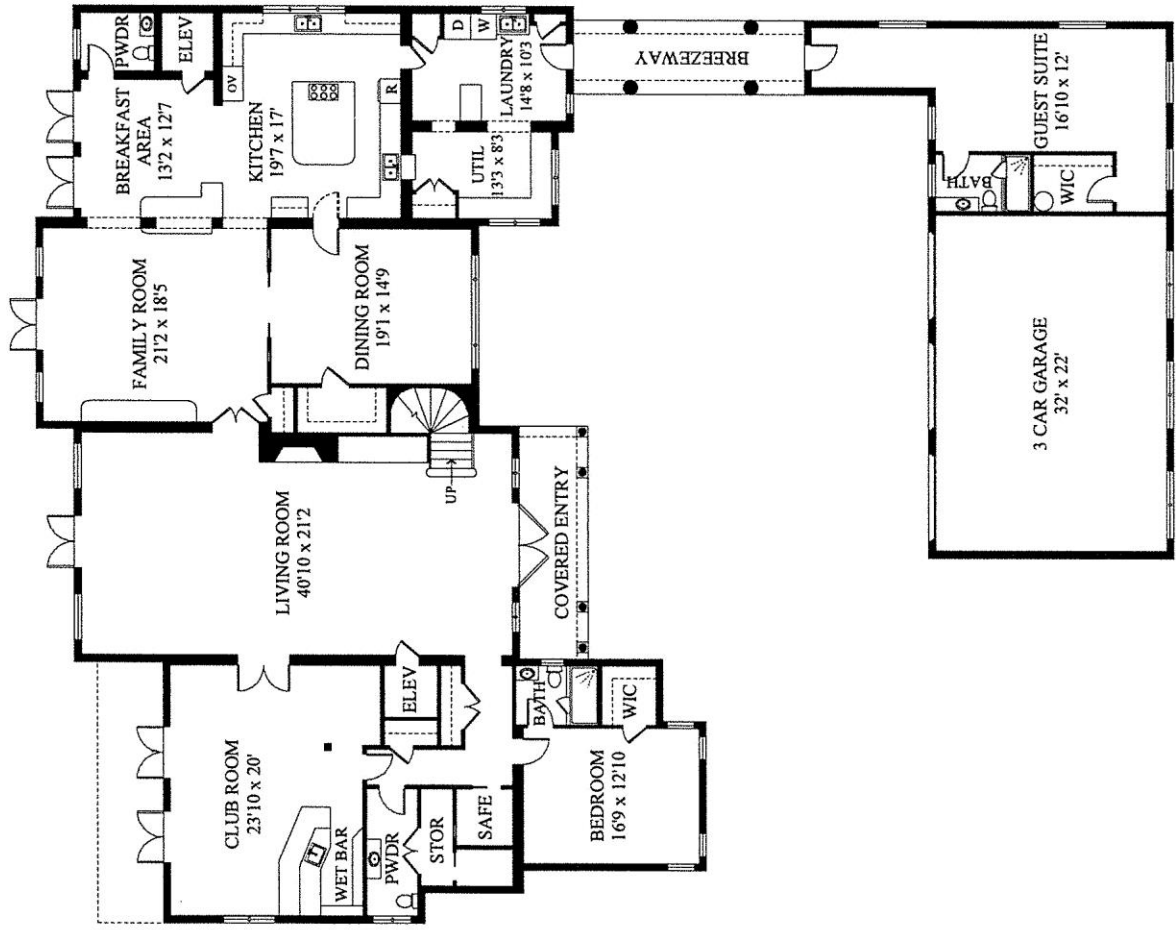
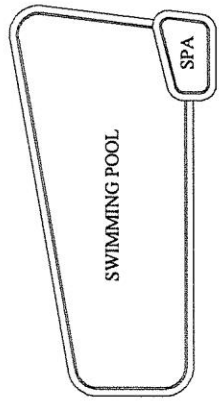


***POOL***



***DOCK***

22 E HIGH POINT ROAD



Notice: This rendering is for marketing purposes only. All measurements, features and specifications are approximate. The accuracy of this information is subject to errors, omissions and changes. An architect should be contacted for actual measurements, features and specifications.



HON. RUTH PIETRUSZEWSKI  
REAL ESTATE

MARTIN COUNTY

Advalorem Taxes						
ACCOUNT NUMBER: 13-38-41-003-000-00980.80000			2017	TAX DISTRICT: 2200		
ASSESSED VALUE: 2,735,140		EXEMPTIONS: * SEE BELOW *		TAXABLE VALUE:		2,685,140
TAXING AUTHORITY	PHONE	MILLAGE	ASSESSED	EXEMPTIONS	TAXABLE	TAXES
COUNTY-GENERAL FUND-OP	772-288-5504	6.3887	2,735,140	50,000	2,685,140	17,154.55
SCHOOL-GENERAL FUND	772-219-1200	4.3040	2,735,140	25,000	2,710,140	11,664.44
SCHOOL - DISCRETIONARY	772-219-1200	.7480	2,735,140	25,000	2,710,140	2,027.18
SCHOOL CAPITAL OUTLAY	772-219-1200	1.5000	2,735,140	25,000	2,710,140	4,065.21
CHILDRENS SERVICES ORDNCs	772-288-5758	.3618	2,735,140	50,000	2,685,140	971.48
FL-INLAND NAVIGATION DIST	561-627-3386	.0320	2,735,140	50,000	2,685,140	85.92
SOUTH FLORIDA WATER MANAGEMENT	561-686-8800	.3100	2,735,140	50,000	2,685,140	832.39
TOWN OF SEWALLS PT	772-287-2455	2.8700	2,735,140	50,000	2,685,140	7,706.35
EXEMPTION:ADDL HX	25,000					
REG HMST	25,000					

Non-Advalorem Taxes			
LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
SANITATION/TRASH	772-221-1442		309.10
NON AD VALOREM ASSESSMENTS:			309.10
COMBINED TAXES & ASSESSMENTS TOTAL:			44,816.62
13 38 41			
HIGH POINT ISLE ADDN LOT 98			

22 E HIGH POINT  
13-38-41-003-000-00980.80000 2017  
ESCOBAR MELISSA W TR  
C/O MELISSA TAYLOR REV TR  
22 E HIGH POINT RD  
STUART, FL 34996

\*\*\* PAID \*\*\* PAID \*\*\* PAID \*\*\*  
11/21/17 PERIOD 01

NOV 1-NOV30	DEC 1-DEC 31	JAN 1-JAN 31	FEB 1-FEB 28	MAR 1-MAR 31	DELINQUENT ON
43,023.96	43,472.12	43,920.29	44,368.45	44,816.62	APRIL 1, 2018

HON. RUTH PIETRUSZEWSKI  
REAL ESTATE

MARTIN COUNTY

NOV 1-NOV30	DEC 1-DEC 31	JAN 1-JAN 31	FEB 1-FEB 28	MAR 1-MAR 31	DELINQUENT ON
43,023.96	43,472.12	43,920.29	44,368.45	44,816.62	APRIL 1, 2018

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		2200		
VALUES AND EXEMPTIONS	TAXES	44,507.52	HON. RUTH PIETRUSZEWSKI	
ASSESSMENT	2,735,140	WASTE	309.10	3485 SE WILLOUGHBY BLVD
		TOTAL	44,816.62	STUART, FL 34994

13 38 41  
HIGH POINT ISLE ADDN LOT 98

13-38-41-003-000-00980.80000 2017  
ESCOBAR MELISSA W TR  
C/O MELISSA TAYLOR REV TR  
22 E HIGH POINT RD  
STUART, FL 34996

\*\*\* PAID \*\*\* PAID \*\*\* PAID \*\*\*  
11/21/17 PERIOD 01  
091-2017-0002507.0001  
\$43,023.96 CH

## **TERMS AND CONDITIONS OF THE SALE**

### **1. BIDDER REGISTRATION**

A prospective bidder must, present (1) a valid photo identification card and (2) a cashier's check made payable to him/herself for the amount specified in the auction materials.

### **2. INSPECTIONS**

Prospective bidders are strongly encouraged to inspect the property and conduct their own research prior to making a bid at the sale. Auction property is sold "as is" and Hartman Auction Group makes no warranty or representation about any intended use or purpose of the property.

### **3. PREVIEWS**

Hartman Auction Group generally sets several dates when the auction property may be inspected which may be found either in the auction materials or by calling the auction office.

### **4. AUCTION FORMAT**

The format of the auction is specified in the auction materials. If the auction is "absolute" the property will sell to the highest bidder regardless of the final amount bid. If the auction is "reserve" or "by confirmation of the seller" the seller reserves the right to accept or reject the highest bid offered. All auctions are recorded to preserve the record.

### **5. CONDUCT OF THE AUCTION**

Bids, once accepted by the auctioneer, may not be retracted. The auctioneer has the right to

- (a) Specify the method and order of the sale and the increments of bidding
- (b) Add to or delete an item from the auction
- (c) Preclude any person from bidding if there is any question about the person's credentials or his fitness to participate

The auctioneer may change or modify the Terms and Conditions of the auction by announcement on the day of the sale. The announced Terms and Conditions will supersede any previous Terms and Conditions specified. All decisions of the auctioneer are final.

### **6. BUYER'S PREMIUM**

A buyer's premium in the amount stated in the auction materials will be added to the winning bidder's final bid to produce the contract price that the winning bidder is expected to pay.

### **7. CONTRACT, DOWN PAYMENT, AND PAYMENT**

The winning bidder agrees to sign a contract for sale, which is available for inspection, and pay the full down payment specified in the auction material immediately upon conclusion of the bidding. The down payment will include the cashier's check presented at registration and any balance may be paid by personal or corporate check. The down payment is non-refundable, and the terms of the contract are not negotiable. The winning bidder agrees to present full payment and close the sale on the date specified in the auction materials or his deposit will be retained.

### **8. BROKER PARTICIPATION**

Hartman Auction Group provides a commission to any licensed real estate broker in the amount stated in the auction materials if the broker registers his client with Hartman Auction Group. All registrations must be received no later than the date and time specified in the auction materials. The cooperating broker's commission will be paid successfully closing the sales transaction.

## **9. CLOSING**

The closing will be held within the number of days after the auction as specified in auction materials. **Time is of the Essence.** The seller agrees to provide a Title Insurance Policy in the amount of the purchase price, for which the Buyer is expected to pay the cost.

## **10. AGENCY DISCLOSURE**

Chapter 475 of the Florida Statutes requires Hartman Auction Group to disclose that it is the exclusive agent of the seller and is obligated to present all offers to the seller.

## **11. DISCLAIMER**

The material found in the auction brochure, other advertising materials, and communicated orally was obtained from what was believed to be reliable sources, but is subject to verification by all persons relying on it. Hartman Auction Group and the seller assume no liability for its accuracy, errors, or omissions and make no warranty or representation regarding the property. They shall not assume liability for any consequential damages.



## **REAL ESTATE PURCHASE AGREEMENT**

Melissa W. Escobar (f/k/a Melissa W. Taylor) Individually and as Trustee of the Melissa W. Escobar Amended and Restated Trust (f/k/a the Melissa W. Taylor Revocable Trust) under that certain trust agreement dated October 30, 2009 and as amended ( SELLER”)

And \_\_\_\_\_ (“BUYER”)

hereby agree that SELLER shall sell and BUYER shall buy, pursuant to the Terms and Conditions described herein, the following described real property, together with all rights, easements and appurtenances thereto (hereinafter referred to as “PROPERTY”):

Address: 22 East High Point Road  
Stuart, FL 34996

Legal Description: Lot 98, ISLE ADDITION TO HIGH POINT, thereof as recored in Plat Book 4, Page 47, of the Public Records of Martin County, Florida.

### **TERMS AND CONDITIONS**

1. BUYER’S final bid price: \$ \_\_\_\_\_  
BUYER’S premium \$ \_\_\_\_\_  
Total Contract price: \$ \_\_\_\_\_
2. In consideration of this Purchase Agreement, HARTMAN AUCTION GROUP, LLC, as agent for SELLER, acknowledges receipt of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) from BUYER as a deposit on account for the offer by BUYER to purchase PROPERTY. This deposit shall be held in escrow by HARTMAN AUCTION GROUP, LLC, licensed real estate broker, the escrow agent, pursuant to the Florida Statutes and the rules and regulations of the Florida Real Estate Commission, and shall be applied to the Total Contract price.
3. This is a cash transaction; this Purchase Agreement is not contingent upon BUYER’s ability to acquire or qualify for financing.
4. SELLER agrees to convey PROPERTY to BUYER by Warranty Deed, free of all liens and encumbrances, except those covenants, conditions and easements of record.
5. SELLER shall deliver, at BUYER’s expense, title insurance on PROPERTY in the amount of the Total Contract Price above. If PROPERTY proves to be unmarketable, SELLER shall have a period of sixty (60) days, after written notification thereof, to cure any defects in title. This purchase shall close within seven (7) days after notice to BUYER or his/her attorney that such defects have been cured. If SELLER is unable to cure defects in title

within the time specified, all rights and liabilities arising from this Purchase Agreement shall be considered null and void; BUYER and SELLER will be released from any and all further rights or obligations under this Purchase Agreement; and BUYER's deposit shall be refunded upon request.

6. TIME IS OF THE ESSENCE. This transaction shall close and all funds and closing documents delivered on or before March 20, 2018.
7. SELLER shall pay for all costs incurred to convey marketable title to PROPERTY. This includes, but is not limited to, the payment of any estoppel fees, past due fees to property owners' associations, and legal fees or other costs associated with clearing any defects in title to the PROPERTY.
8. SELLER shall pay any and all real property taxes for all previous years. BUYER shall pay the real property taxes for the current year.
9. All other taxes, insurance premiums, interest, assessments, and rents shall be prorated to the day of closing. If the current assessments cannot be ascertained, then the rates for the previous year shall be used.
10. SELLER agrees to pay HARTMAN AUCTION GROUP, LLC a commission for services rendered, as outlined in the Auction Agreement, at the time the transaction is closed.
11. BUYER shall pay for state documentary stamps that are placed on the deed.
12. BUYER shall promptly and properly execute any required notes and mortgages and pay for any required state documentary stamps placed thereon.
13. Each of the following actions shall constitute a default and entitle the non-defaulting party and/or HARTMAN AUCTION GROUP, LLC to any remedies specified herein or under applicable Florida or federal law:
  - a. Failure or refusal by SELLER and/or BUYER to deliver funds at closing in a timely manner using a method of payment that permits disbursement of the proceeds of the sale on the date of closing in accordance with Florida Law;
  - b. Failure or refusal by SELLER or BUYER to execute a deed or document necessary to close the purchase;
  - c. Failure or refusal by SELLER or BUYER to perform this Purchase Agreement, under the terms and within the time specified herein.
14. Upon default by BUYER, BUYER acknowledges that
  - a. BUYER shall forfeit all deposits BUYER has made toward the purchase of the subject property as liquidated damages; and
  - b. The forfeit of BUYER's deposit(s) does not preclude SELLER and/or HARTMAN AUCTION GROUP, LLC from pursuing any legal action that is permissible under

applicable Florida or federal law, including, but not limited to enforcement of specific performance of this Purchase Agreement.

15. Upon default by SELLER, SELLER acknowledges that
  - a) BUYER may elect to pursue legal action to enforce specific performance of this Purchase Agreement or collect damages, or, alternatively, may demand and receive from the escrow agent the return of his deposit.
  - b) SELLER shall pay the real estate commission owed to HARTMAN AUCTION GROUP, LLC.
16. BUYER, SELLER, or HARTMAN AUCTION GROUP, LLC, as a prevailing party in any legal action, shall be entitled to collect all costs and expenses incurred to enforce his rights under this Purchase Agreement, whether in court or out of court, including, but not limited to, reasonable attorney's fees, filing fees, and costs of documentary evidence.
17. The effective date of this Purchase Agreement shall be the date specified on the signature page of this Purchase Agreement.
18. No agreements regarding the terms of this document, or modifications of this document, whether express or implied or written or oral, shall be binding on the parties without written agreement by the parties and incorporated in this Purchase Agreement.
19. The risk of loss to PROPERTY and any personal property located thereon during the period before the closing of this Purchase Agreement is assumed by the SELLER. If any improvements are damaged by fire or other casualty before the closing hereunder this contract shall become null and void unless the property can be restored to substantially the same condition as of the date of this Purchase Agreement, in a period not to exceed sixty (60) days.
20. BUYER understands and expressly acknowledges that by entering into this Purchase Agreement BUYER agrees to accept the PROPERTY in "AS-IS" condition. BUYER expressly acknowledges that a thorough inspection was made of the PROPERTY to ascertain its condition. BUYER understands and acknowledges that SELLER extends and intends no warranty and makes no representations of any type, either express or implied as to the condition, quality, or fitness for a particular purpose of the PROPERTY. BUYER waives any claims against SELLER and HARTMAN AUCTION GROUP, LLC for any defects that may exist at the closing of the transaction and may be subsequently discovered by the BUYER or anyone claiming by, through, under, or against BUYER.
21. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, except as otherwise specified herein or to the extent that federal laws preempt the laws of the state of Florida.
22. If any provision of this Purchase Agreement shall be prohibited, invalid, or unenforceable under applicable law, such provision shall be ineffective, but only to the extent of such



prohibition, invalidity, or unenforceability and shall not invalidate the remainder of that provision or the remaining provisions of this Purchase Agreement.

23. This document represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There shall be no unwritten oral agreements between the parties.
24. All notices or other communication required in this Purchase Agreement shall be in writing and shall be delivered personally, by email, or by US Mail to the parties at the addresses listed on the signature page.
25. Special Conditions: \_\_\_\_\_
- \_\_\_\_\_

IN WITNESS WHEREOF, this Purchase Agreement was duly executed on the \_\_\_\_\_ day of February, 2018.

SELLER:

BUYER:

\_\_\_\_\_  
Melissa W. Escobar

\_\_\_\_\_  
Name

115 Valencia Blvd

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Jupiter, FL 33458-2727

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
City State ZIP

Email \_\_\_\_\_

Email \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

HARTMAN AUCTION GROUP

By: \_\_\_\_\_

WITNESSES:

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