

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050338

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$308,000 for Parcels 209 and 210, Summerlin Road Widening, Project No. 6007, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

2. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6

C6E

5. Meeting Date: *03-29-2005*

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute *73 & 125*
 Ordinance
 Admin. Code
 Other

8. Request Initiated:
 Commissioner _____
 Department Independent
 Division County Lands *TLM*
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee interest in 5.63 acres

Property Details:

Owner: The Village at Whiskey Creek Condominium Association, a Florida Non-Profit Corporation

Purchase Details:

Binding Offer Amount: \$308,000

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc., by Woodward S. Hanson, MAI, CRE, CCIM

Appraised Values: Parcel 209 - \$18,000 and Parcel 210 - \$290,000

Staff Recommendation: Staff recommends the Board approve the Action Requested.

Account: 20600718804.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Certificate of Value, Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>SAD 3/15/05</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>MP 2-16-05</i>	<i>3/14/05</i>	<i>3/16/05</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *3/15/05*
 Time: *11:35*
 Forwarded To: *ADMIN 3/15/05 3 pm*

RECEIVED BY COUNTY ADMIN: *[Signature]*
 3-15-05
 4:12 pm. MP.
 COUNTY ADMIN FORWARDED TO: *[Signature]*
 3/17/05
 JAM

This document prepared by
Lee County Division of County Lands
Project: Summerlin Road Widening, #6007
Parcels: 209 and 210
Part of STRAP Nos.: 11-45-24-33-00000.00CE
and 14-45-24-00-00001.1000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 200__, by and between The Village at Whiskey Creek Condominium Association, Inc., a Florida Non-Profit Corporation, hereinafter referred to as SELLER, whose address is 6025 Taylor Road, Suite 2, Punta Gorda, Florida 33950, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 5.63 acres more or less, and located along Summerlin Road, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Summerlin Road Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Hundred Eight Thousand and No/100 (\$308,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER'S condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER'S expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER'S written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

The Village at Whiskey Creek Condominium
Association, Inc., a Florida Non-Profit Corporation

BY: _____
(DATE)

Name/Title

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"

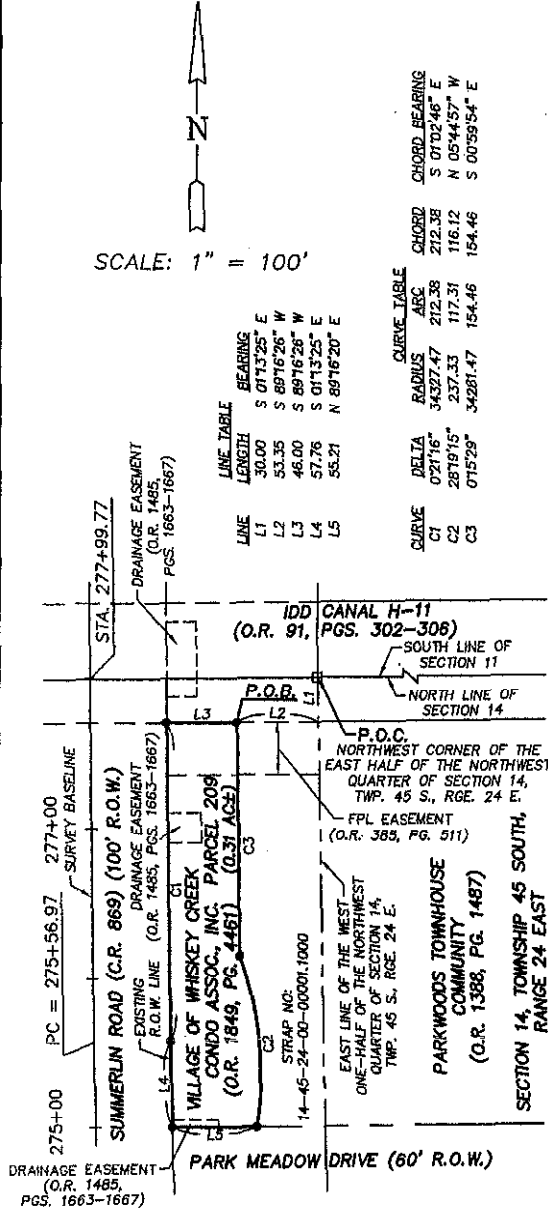
Page 1 of 3

SECTIONS 14 AND 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

PARCEL NO. 209 AND 210
 PROPERTY OWNER: VILLAGE OF WHISKEY CREEK
 CONDOMINIUM ASSOC., INC.
 REFERENCE: O.R. 1849, PG. 4452 AND PG. 4461
 STRAP NO.: 14-45-24-00-00001.1000 AND
 11-45-24-33-00000.000E
 AREA OF TAKE: 5.63 ACRES ± TOTAL
 AREA OF REMAINDER: 10.80 AC ± TOTAL

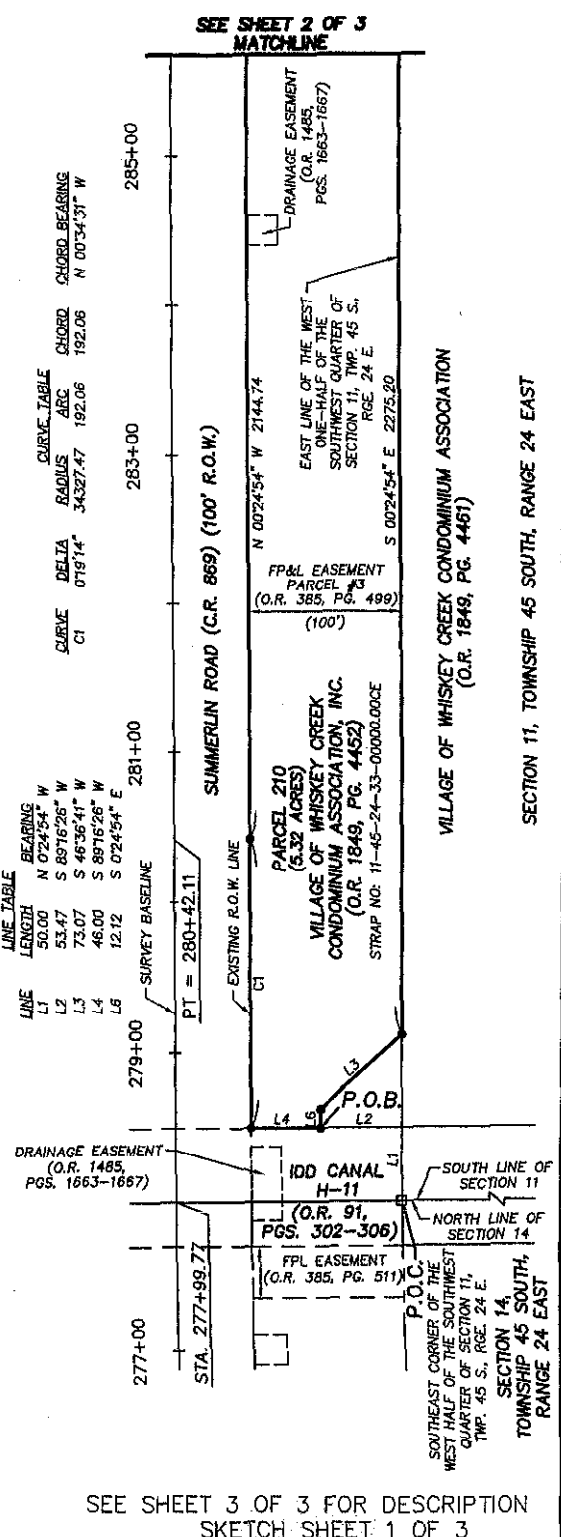


SCALE: 1" = 100'



LINE TABLE		CURVE TABLE	
LINE	LENGTH	DELTA	RADIUS
L1	30.00	0715'25"	34327.47
L2	53.35	S 89°16'26" W	212.38
L3	48.00	S 89°16'26" W	116.12
L4	57.76	S 01°13'25" E	154.46
L5	55.21	N 89°16'20" E	154.46

CURVE TABLE		CHORD BEARING	
DELTA	RADIUS	ARC	CHORD
0715'25"	34327.47	212.38	S 07°02'46" E
2819'15"	237.33	117.31	N 05°44'57" W
0715'25"	34281.47	154.46	S 00°59'54" E



LINE TABLE		CURVE TABLE	
LINE	LENGTH	DELTA	RADIUS
L1	50.00	N 02°24'54" W	28327.47
L2	53.47	S 89°16'26" W	212.38
L3	73.07	S 46°36'41" W	192.06
L4	46.00	S 89°16'26" W	192.06
L5	12.12	S 02°24'54" E	154.46

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 D.E. = DRAINAGE EASEMENT
 R.O.W. = RIGHT-OF-WAY

SEE SHEET 3 OF 3 FOR DESCRIPTION
 SKETCH SHEET 1 OF 3

THIS BOUNDARY SURVEY PREPARED BY:

AGNOLI BARBER & BRUNDAGE, INC.
 Professional engineers, planners, & land surveyors
 Collier County: Suite 200, 7400 Tamland Trail, North Naples, FL 34108 (889)697-8111
 Lee County: 3990 Coconut Road, Suite 1031, Santa Fe Springs, FL 34198 (889)949-8888
 Certificate of Authorization Nos. LB 5844 and LB 5894 Fax: (889)588-2829

DESCRIPTION: SKETCH AND DESCRIPTION
 CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

BY: *George W. Hackney*
 GEORGE W. HACKNEY, P.S.M. NO. 5606

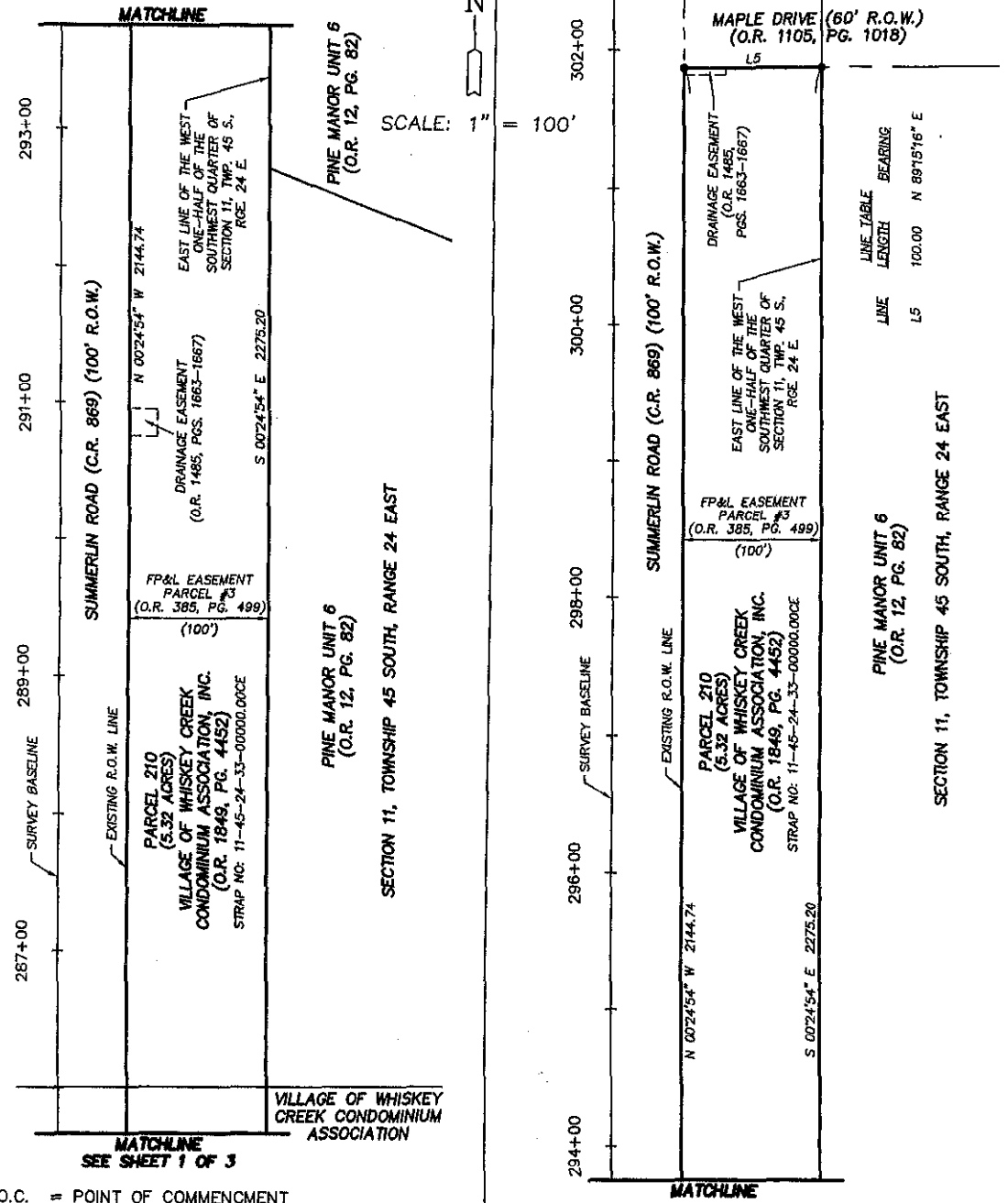
SCALE: 1" = 100' DATE: JUNE 9, 2004
 DRAWN BY: JAN PROJECT NO.: 7993
 ACAD NO: 8566-SD23 FILE NO.: 8566

Exhibit "A"

Page 2 of 3

SECTIONS 14 AND 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

PARCEL NO. 209 AND 210
 PROPERTY OWNER: VILLAGE OF WHISKEY CREEK
 CONDOMINIUM ASSOC., INC.
 REFERENCE: O.R. 1849, PG. 4452 AND PG. 4461
 STRAP NO.: 14-45-24-00-00001.0000 AND
 11-45-24-33-00000.0000
 AREA OF TAKE: 5.83 ACRES ± TOTAL
 AREA OF REMAINDER: 10.80 AC ± TOTAL



P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 D.E. = DRAINAGE EASEMENT
 R.O.W. = RIGHT-OF-WAY

THIS BOUNDARY SURVEY PREPARED BY:

AGNOLI
BARBER &
BRUNDAGE, INC.
 Professional engineers, planners, & land surveyors
 Collier County, Suite 200, 7400 Panama Trail, North Naples, FL 34108 (889)697-5111
 Lee County, 2990 Coconut Road, Suite 109, Bonita Springs, FL 34135 (889)945-8888
 Certificate of Authorization Nos. LB 2664 and MB 2664 Fax: (889)664-8209

DESCRIPTION: SKETCH AND DESCRIPTION

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

BY: *[Signature]*
 GEORGE W. HACKNEY, P.S.M. NO. 5606

SCALE: 1" = 100' DATE: JUNE 9, 2004
 DRAWN BY: JAN PROJECT NO.: 7993
 ACAD NO: 8566-SD23 FILE NO: 8566

SECTIONS 14 AND 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION OF PARCEL 209

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY FLORIDA, BEING A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1803 PAGES 490-492, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14;
 THENCE SOUTH 1°13'25" EAST ALONG THE WEST LINE OF SAID FRACTION A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF IDD CANAL H-11;
 THENCE LEAVING SAID WESTERLY LINE SOUTH 89°16'26" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 53.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
 THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°16'26" WEST A DISTANCE OF 46.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID SUMMERLIN ROAD AND THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND WHOSE RADIUS BEARS NORTH 89°07'52" EAST A DISTANCE OF 34327.47 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 0°21'16" AN ARC DISTANCE OF 212.38 FEET;
 THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 1°13'25" EAST A DISTANCE OF 57.76 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID PARK MEADOW DRIVE;
 THENCE NORTH 89°16'20" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 55.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND WHOSE RADIUS BEARS NORTH 81°35'19" WEST A DISTANCE OF 237.33 FEET;
 THENCE NORTHERLY ALONG THE ARC OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 28°19'15" AN ARC DISTANCE OF 117.31 FEET TO THE BEGINNING OF THE ARC OF A NON TANGENT CURVE CONCAVE EASTERLY AND WHOSE RADIUS BEARS NORTH 88°58'22" EAST A DISTANCE OF 34281.47 FEET;
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°15'29" AN ARC DISTANCE OF 154.46 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY LINE OF IDD CANAL H-11 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 0.31 OF AN ACRE OF LAND MORE OR LESS;

LEGAL DESCRIPTION OF PARCEL 210

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1849, PAGE 4452 PUBLIC RECORDS OF LEE COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 11;
 THENCE NORTH 0°24'54" WEST ALONG THE EASTERLY LINE OF SAID FRACTION A DISTANCE OF 50.00 FEET TO THE NORTHERLY LINE OF IDD CANAL H-11;
 THENCE SOUTH 89°16'26" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 53.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
 THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°16'26" WEST A DISTANCE OF 46.00 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SUMMERLIN ROAD (C.R. 889) (100' R.O.W.) AND THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND WHOSE RADIUS BEARS NORTH 89°15'52" EAST A DISTANCE OF 34327.47 FEET;
 THENCE NORTHERLY ALONG THE ARC OF SAID NON-TANGENT CURVE AND ALONG SAID EASTERLY LINE OF SUMMERLIN ROAD THROUGH A CENTRAL ANGLE OF 0°19'14" AN ARC DISTANCE OF 192.06 FEET;
 THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 0°24'54" WEST A DISTANCE OF 2144.74 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF MAPLE DRIVE (60' R.O.W.);
 THENCE LEAVING SAID EASTERLY LINE NORTH 89°15'16" EAST A DISTANCE OF 100.00 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE AFOREMENTIONED WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 11 A DISTANCE OF 100.00 FEET;
 THENCE SOUTH 0°24'54" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 2275.20 FEET;
 THENCE LEAVING SAID EASTERLY LINE SOUTH 46°36'41" WEST A DISTANCE OF 73.07 FEET;
 THENCE SOUTH 0°24'54" EAST A DISTANCE OF 12.12 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHERLY LINE OF IDD CANAL H-11 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 5.32 ACRES OF LAND MORE OR LESS;

DESCRIPTION SHEET 3 OF 3

THIS BOUNDARY SURVEY PREPARED BY:



Professional engineers, planners, & land surveyors
 Collier County: Suite 205, 7400 Tamiami Trail, North Naples, FL 34108 (239)897-8111
 Lee County: 6990 Coconut Road, Suite 103, Bonita Springs, FL 34135 (239)944-5663
 Certificate of Authorization Nos. LB 3664 and BR 3664 Fax: (239)944-2803

DESCRIPTION: SKETCH AND DESCRIPTION

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

BY: *[Signature]*
 GEORGE W. HACKNEY, P.S.M. NO. 5606

SCALE: N.T.S. DATE: JUNE 9, 2004

DRAWN BY: JAN PROJECT NO.: 7993

ACAD NO: 8566-SD23 FILE NO: 8566

Division of County Lands

Updated Ownership and Easement Search

Search No. 11-45-24-33-00000.00CE and 14-45-24-00-00001.1000

Date: March 8, 2005

Parcel: 209 & 210

Project: Summerlin Six Laning #6007 (Cypress Lake – Boy Scout Drive)

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 11-45-24-33-00000.00CE and 14-45-24-00-00001.1000

Effective Date: February 16, 2005, at 5:00 p.m.

Subject Property: See attached Schedule "X."

Title to the subject property is vested in the following:

The Village at Whiskey Creek Condominium Association, Inc., a Florida Corporation

By that certain instrument dated June 3, 1986, recorded June 6, 1986, in Official Record Book 1849, Page 4452, Public Records of Lee County, Florida.

Easements:

1. Subject to an easement for drainage and public utilities as set forth on that certain plat "Unit No. 6 Pine Manor" recorded in Plat Book 12, Page 82, Public Records of Lee County, Florida.
2. Subject to an easement granted to the Florida Power & Light Company affecting the west line of P.U.E., recorded in Official Record Book 385, Page 499, Public Records of Lee County, Florida.
3. Subject to a Drainage Easement granted to Lee County affecting the westerly portion of P.U.E. and recorded in Official Record Book 1143, Page 1677, Public Records of Lee County, Florida.
4. Subordination of Utility Interest between Lee County and Florida Power & Light Company, recorded in Official Record Book 1485, Page 1663, Public Records of Lee County, Florida.
5. Subject to a Perpetual Utility Easement granted to Lee County in Official Record Book 1885 1076, Public Records of Lee County, Florida
6. Subject to Declaration of Condominium recorded in Official Record Book 1849, Page 4452, which was amended by Official Record Book 2065, Page 4179 and Official Record Book 2466, Page 1742, Public Records of Lee County, Florida.

NOTE 1: Subject property is not encumbered by a mortgage.

Division of County Lands

Updated Ownership and Easement Search

Search No. 11-45-24-33-00000.00CE and 14-45-24-00-00001.1000

Date: March 8, 2005

Parcel: 209 & 210

Project: Summerlin Six Laning #6007 (Cypress Lake – Boy Scout Drive)

NOTE 2: Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

NOTE 3: Subject to I.D.D. canals along the north and south boundaries of P.U.E., said canals were created by deed recorded in Deed Book 91, Page 302, Public Records of Lee County, Florida.

NOTE 4: Subject to a Judgment vs. Cape Town Development in the sum of \$3,494.01, recorded in Official Record Book 1853, Page 811, Public Records of Lee County, Florida.

NOTE 5: Subject to a Federal Tax Lien vs. Cape Town Development, Inc. in the sum of \$4,071.28, recorded in Official Record Book 1854, Page 1681, Public Records of Lee County, Florida.

NOTE 6: Subject to a Federal Tax Lien vs. Cape Town Development, Inc. in the sum of \$2,832.58 recorded in Official Record Book 2081, Page 1087, Public Records of Lee County, Florida.

NOTE 7: Subject to a Judgment vs. Cape Town Development, Inc. in the sum of \$77,266.45, recorded in Official Record Book 2193, Page 947 and re-recorded in Official Record Book 2228, Page 144, Public Records of Lee County, Florida.

Tax Status: Zero tax as to 11-45-24-33-00000.00CE; 2004 taxes paid in full as to 14-45-24-00-00001.1000.

(The end user of this report is responsible for verifying tax and/or assessment information.)

Division of County Lands**Updated Ownership and Easement Search**

Search No. 11-45-24-33-00000.00CE and 14-45-24-00-00001.1000

Date: March 8, 2005

Parcel: 209 & 210

Project: Summerlin Six Laning #6007 (Cypress Lake – Boy Scout Drive)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranties as to its accuracy.

SCHEDULE X**Parcel 1**

All of Block 31, Pine Manor Subdivision, Unit No. 6, as recorded in Plat Book 12, at Page 82 of the Public Records of Lee County, Florida, less, all that part of said undivided Block 31, lying northerly of the westerly prolongation of the line common to Lots 66 and 67 of Block 26 of said Unit No. 6, as recorded in Official Record Book 66 at Page 566 of the Public Records of Lee County, Florida.

Parcel 2

A tract or parcel of land situated in the State of Florida, County of Lee, lying in the west one half (W ½) of the southwest one quarter (SW ¼) of Section 11, Township 45 South, Range 24 East, described as follows:

Starting at the northeast corner of said fraction of a section; thence S 00°24'54" E along the east line of said fraction of a section for 82.83 feet to the northwest corner of Unit No. 6, Pine Manor; thence continue S 00°24'54" E along said fractional line and the west line of said Unit No. 6 for 182.10 feet to an intersection with the south right of way line of the westerly prolongation of Maple Drive (60.00 feet wide) as shown in Official Records Book 1105 at pages 1018 and 1019 of the Public Records of said Lee County and the point of beginning; thence continue S 00°24'54" E along said fraction line and said west line of Unit No. 6 for 2336.84 feet to an intersection with the north line of former I.D.D. Canal H-11; thence S 89°16'26" W along said north line for 99.46 feet to an intersection with a curve concave to the east having a radius of 34,327.468 feet and to which a radial line bears S 89°15'52" W; thence northerly along said curve and the east right of way line of Summerlin Road (County Road #869 – 100.00 feet wide) through a central angle of 00°19'14" for 192.06 feet; thence N 00°24'54" W along said east right of way line for 2144.74 feet to an intersection with said south right of way line of Maple Drive; thence N 89°15'16" E along said south line for 100.00 feet to the point of beginning.

Said parcel contains 5.36 acres more or less.

Said parcel subject to all easements, rights of way and restrictions of record.

Bearings based on the east line of west one half (W ½) of the southwest one quarter (SW ¼) as bearing S 00°24'54" E.

Division of County Lands**Updated Ownership and Easement Search**

Search No. 11-45-24-33-00000.00CE and 14-45-24-00-00001.1000

Date: March 8, 2005

Parcel: 209 & 210

Project: Summerlin Six Laning #6007 (Cypress Lake – Boy Scout Drive)

Parcel 3

A tract or parcel of land situated in the State of Florida, County of Lee, lying in the west one half of the northwest quarter of Section 14, Township 45 South, Range 24 East, described as follows: Starting at the northeast corner of said fraction of a section, thence S01° 13' 25"E along the east line of said fraction of a section for 50 feet to an intersection with the southerly line of the former I.D.D. Canal H-1 and the point of beginning; thence continue S 01° 13' 25 " E along said fractional line 250.14 to an intersection with the northerly right of way line of Park Meadows Drive(60 feet wide) as shown in Official Record Book 1105 page 1017 of the Public Records of Lee County; thence S 89° 16' 19" W along said northerly right of way line for 100 feet to an intersection with the easterly right of way line of Summerlin Road(County Road 869 100 feet wide); thence N 01° 13' 25" W along said east right of way line for 57.76 feet to the beginning of a curve concave to the east having a radius of 34,327.468 feet; thence northerly along said curve and said east right of way line through a central angle of 00° 19' 16" for 192.38 feet; thence N 89° 16' 26" E along a non-radial line to said curve for 99.45 feet to the point or place of beginning.

Less:

Those 20 condominium buildings contained on a certain unrecorded plat known as "The Village at Whiskey Creek" Official Record Book 1849, Page 4452, Public Records of Lee County, Florida.

This description is for the common elements of the Village of Whiskey Creek Condominium an unrecorded plat.



Florida Non Profit

THE VILLAGE AT WHISKEY CREEK CONDOMINIUM ASSOCIATION, INC.

PRINCIPAL ADDRESS

6025 TAYLOR ROAD
 SUITE 2
 PUNTA GORDA FL 33950
 Changed 11/30/2004

MAILING ADDRESS

6025 TAYLOR ROAD
 SUITE 2
 PUNTA GORDA FL 33950
 Changed 11/30/2004

Document Number N14123	FEI Number 592708968	Date Filed 04/01/1986
State FL	Status ACTIVE	Effective Date NONE
Last Event REINSTATEMENT	Event Date Filed 11/30/2004	Event Effective Date NONE

Registered Agent

Name & Address
STAR HOSPITALITY MANAGEMENT, INC. 6025 TAYLOR ROAD SUITE 2 PUNTA GORDA FL 33950
Name Changed: 11/30/2004
Address Changed: 11/30/2004

Officer/Director Detail

Name & Address	Title
FARIED, SAMY 14160 DUKB HIGHWAY ALVA FL 33820	PD
MONAHAN, JAMES L 6102 AUGUSTA DR., #203 FORT MYERS FL 33907	DV
HOFFMAN, JOSEPH C	

915 SE 21 AVE CAPE CORAL FL 33990	STD
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Annual Reports

Report Year	Filed Date
2002	05/27/2002
2003	05/05/2003
2004	11/30/2004

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Document Images

Listed below are the images available for this filing.

<p>11/30/2004 -- REINSTATEMENT</p> <p>05/05/2003 -- ANN REP/UNIFORM BUS REP</p> <p>05/27/2002 -- COR - ANN REP/UNIFORM BUS REP</p> <p>06/20/2001 -- ANN REP/UNIFORM BUS REP</p> <p>03/14/2000 -- ANN REP/UNIFORM BUS REP</p> <p>03/09/1999 -- ANNUAL REPORT</p> <p>04/30/1998 -- ANNUAL REPORT</p> <p>05/13/1997 -- ANNUAL REPORT</p> <p>01/29/1996 -- ANNUAL REPORT</p>
--

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

**CORPORATION
REINSTATEMENT**



FLORIDA DEPARTMENT OF STATE
Secretary of State
DIVISION OF CORPORATIONS

FILED

04 NOV 30 AM 9: 20

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOCUMENT # N14123

1. Corporation Name

THE VILLAGE AT WHISKEY CREEK
CONDOMINIUM ASSOCIATION, INC.

2. Principal Office Address

6025 Taylor Road

Suite, Apt. #, etc.

Suite 2

City & State

Punta Gorda, Florida

Zip
33950

Country
USA

3. Mailing Office Address

6025 Taylor Road

Suite, Apt. #, etc.

Suite 2

City & State

Punta Gorda, Florida

Zip
33950

Country
USA

INCORPORATED 04

**4. Date Incorporated or Qualified
To Do Business in Florida**

April 1, 1986

5. FEI Number

59-2708968

Applied For

Not Applicable

6. CERTIFICATE OF STATUS DESIRED

\$8.75 Additional Fee required
for a Certificate of Status

7. Name and Address of Current Registered Agent

Name

STAR HOSPITALITY MANAGEMENT, INC.

Street Address (P.O. Box Number is Not Acceptable)

6025 Taylor Road

Suite, Apt. #, Etc.

Suite 2

City

Punta Gorda

State
FL

Zip Code
33950

8. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of section 607.0505 or 617.0503, F.S.

Signature of
Registered Agent

By Sheridan Danko Sheridan H. Danko, Pres. Date 11-18-04

REGISTERED AGENT MUST SIGN

9. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)

Titles	Name of Officers and/or Directors	Street Address of Each Officer and/or Director	City / State / Zip
P/D	Samy Faried	14160 Duke Highway	Alva, FL 33820
V/D	James L. Monahan	6102 Augusta Dr., #203	Fort Myers, FL 33907
S/T/D	Joseph E. Hoffman	915 S.E. 21st Avenue	Cape Coral, FL 33990

300043068303
11/30/04--01054--001 **236.25
300043068303
11/30/04--01054--002 **8.75

10. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated, the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., that all fees owed by the corporation have been paid and the names of individuals listed on this form do not qualify for an exemption under section 118.07(3)(i), F.S. The information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath.

SIGNATURE:

Joseph E. Hoffman

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

11/23/04

Date

239-5742605

Daytime Phone #

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

September 20, 2004

Robert G. Clemens
Acquisition Program Manager
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

SUBJECT: Complete Summary Appraisal Report No. 04-05-04.209 & 210
Project: Summerlin Road Six Laning
Parcel No: 209 & 210
Owner: The Village of Whiskey Creek Condo Association, Inc.
County: Lee County, Florida

Dear Mr. Clemens:

We are pleased to transmit this summary report of a complete appraisal that was prepared in regards to the project and parcel identified above. The purpose of this appraisal is to develop an opinion of the market value of those property rights proposed to be acquired by Lee County, Florida together with all legally compensable diminution in value to the remaining land (if any) which can be attributed to the proposed taking, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions contained within this report. The definition of market value is in Addendum B.

Parcel 209 is a vacant unimproved tract of land containing 0.31 acres of gross land area, which is located along the east side of Summerlin Road between Park Meadows Drive to the south and the Iona Drainage District Canal to the north in the Fort Myers market area of Lee County, Florida. The entire property (0.31 acres) is encumbered by a Florida Power & Light (FPL) powerline transmission line easement. The tract has 245 estimated feet of frontage along the easterly right-of-way of Summerlin Road with approximately 55 feet of frontage along the northerly right-of-way of Park Meadows Drive and 46 estimated feet along the southerly right-of-way of the Iona Drainage District Canal. The property is currently zoned RS-1 (Residential Single Family) along with TFC-2 (Two Family Conservation) and is designated Intensive Development on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property "as vacant" for speculative land holding.

Robert G. Clemens
September 20, 2004
Page 2

Parcel 210 is a vacant unimproved tract of land containing 5.32 acres of gross land area, which is located along the east side of Summerlin Road between Iona Drainage District Canal to the south and Maples Drive to the north in the Fort Myers market area of Lee County, Florida. The entire property (5.32 acres) is also encumbered by a Florida Power & Light (FPL) powerline transmission line easement. The tract has 2,285 estimated feet of frontage along the easterly right-of-way of Summerlin Road with approximately 46 feet of frontage along the northerly right-of-way of the Iona Drainage District Canal and 100 estimated feet along the southerly right-of-way of Maple Drive. The property is currently zoned RM-6 (Residential-multiple family) and is designated Intensive Development on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property "as vacant" for speculative land holding.

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed therein, it is our opinion that the market value of the fee simple estate of the properties as of September 20, 2004, is:

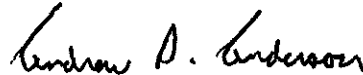
- **Parcel 209:** **\$18,000**
- **Parcel 210:** **\$290,000**

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM
St. Cert. Gen. REA RZ 1003



Andrew D. Anderson
Registered Appraiser Trainee RI 14189

5-Year Sales History

Parcel Nos. 209 and 210

Summerlin Road Widening
Project No. 6007

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS