

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$26,000 for Parcels 213-A and 213-B, Summerlin Road Widening, Project No. 6007, pursuant to the Purchase Agreement; and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. FUNDING SOURCE: Fund: Road Impact Fees South Ft. Myers/San Carlos; Program: Capital Projects; Project: Summerlin Road Boy Scout to Cypress Lake

3. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner prior to initiation of condemnation proceedings as required by Florida Statutes.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 06 **C6K** **6. Meeting Date:** MAR 13 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)		9. Request Initiated: Commissioner Department Independent Division County Lands TLM By: Karen Forsyth, Director <i>KF</i>
	<input checked="" type="checkbox"/> Statute	73 & 125	
	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Admin. Code		
	<input checked="" type="checkbox"/> Other	Blue Sheet 20051666 Resolution 05-12-04	

10. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple interest in 1,552 square feet of residential property

Property Details:

Owner: 240 Fort Myers, LLC, A Florida Limited Liability Company, and Mystic Gardens Condominium Association, Inc., a Florida Non-Profit Corporation
Address: 5303-5331 Summerlin Road, Fort Myers, FL 33907
Part of STRAP No. 11-45-24-P1-03700.00CE

Purchase Details:

Binding Offer Amount: \$26,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$26,000, and commence Eminent Domain procedures.

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$23,500

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$2,500 above the appraised value can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action which is estimated between \$3,000 to \$5,000, excluding any land value increases and attorney fees. Staff recommends the Board approve the Action Requested.

Account: 20600718804.506110

Attachments: Purchase Agreement; Title Data; Appraisal Data (Location Map Included); 5-Year Sales History

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KF</i>			<i>2/22/07</i>	<i>2-22-07</i>	Analyst <i>2-26-07</i>	Risk <i>2/22/07</i>	Grants <i>2/26/07</i>	Mgr. <i>2/26/07</i>	<i>2-27-07</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *PW*
2/22/07
5pm.
COUNTY ADMIN
FORWARDED TO:
2/27 3:00 PM
to PR

Rec. by COAtty
Date: *2/22/07*
Time: *10:15 AM*
Forwarded To:
Admin 2/22/07 4:47 PM

This document prepared by
Lee County Division of County Lands
Project: Summerlin Road Six-Laning, #6007
Parcel: 213-A and 213-B
Part of STRAP No.: 11-45-24-P1-03700.00CE

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 240 Fort Myers, LLC, A Florida Limited Liability Company, and Mystic Gardens Condominium Association, Inc., a Florida Non-Profit Corporation, hereinafter referred to as SELLER, whose address is 255 University Drive, Coral Gables, Florida 33134, 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 1,552 square feet, more or less, and located at 5303-5331 Summerlin Road, Fort Myers, Florida, 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 Six-Laning 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 Twenty-Six Thousand and No/100 (\$26,000), inclusive of palm trees, 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, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
 - (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. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

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:

SELLER:

240 Fort Myers, LLC, a Florida Limited Liability Company

By: ACGG, Inc., a Florida Corporation,
As Managing Member

By: _____
Oscar A. Garcia, President

Date: _____

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Mystic Gardens Condominium Association,
Inc., a Florida Non-Profit Corporation

BY: _____
Oscar A. Garcia, President

Date: _____

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)

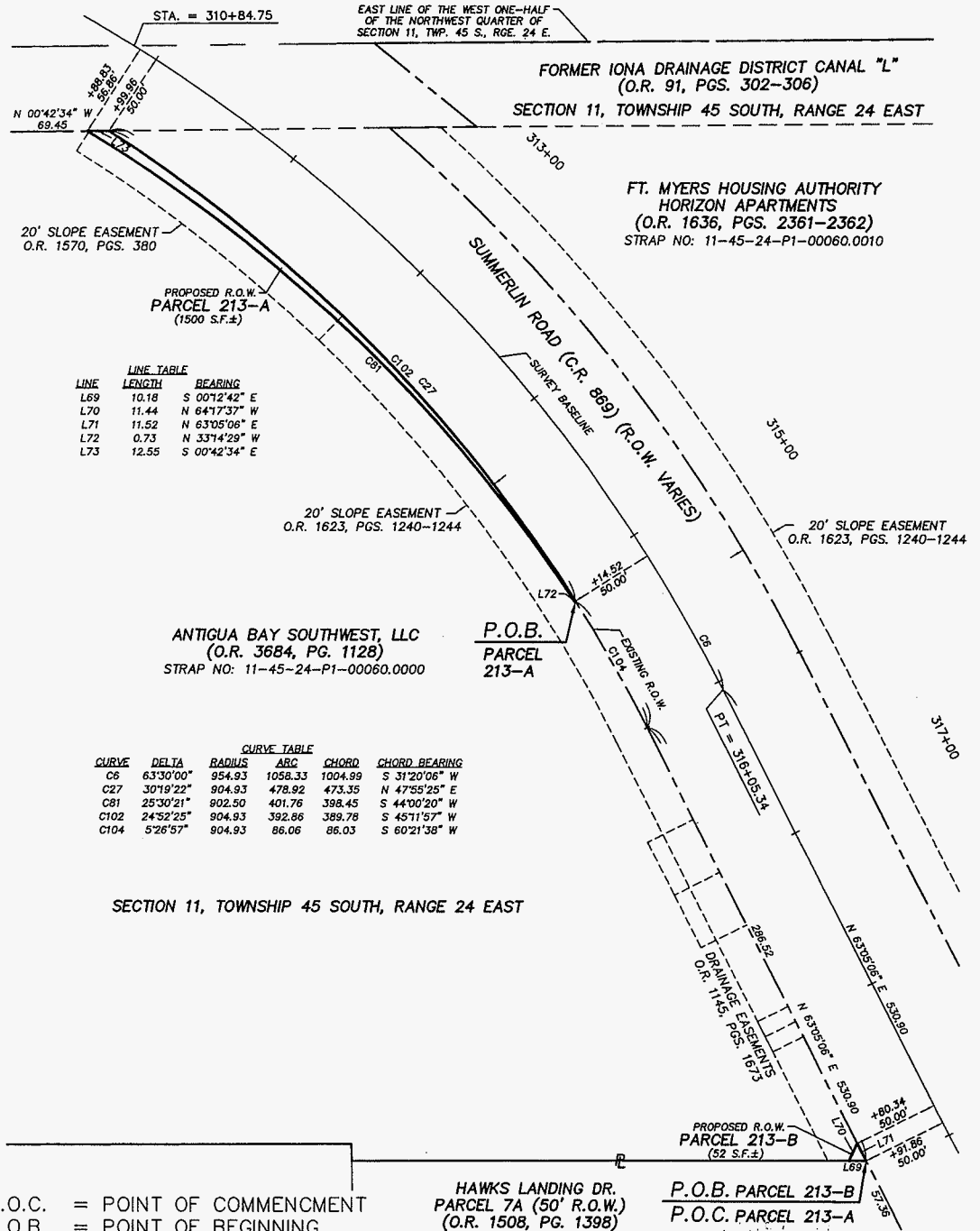
SECTION 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PARCEL NO. 213-A AND 213-B
PROPERTY OWNER: ANTIGUA BAY SOUTHWEST, LLC
REFERENCE: O.R. 3684, PG. 1128
STRAP NO.: 11-45-24-P1-00060.0000
AREA OF TAKE: 1,552 SQ. FT.
AREA OF REMAINDER: 489,989 SQ. FT. ±

SCALE: 1" = 80'

Exhibit "A"

Page 1 of 2



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY

LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:		DESCRIPTION: PARCELS 213-A AND 213-B	
<p>AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Collier County: Suite 200, 7490 Tamiami Trail, North Naples, FL 34108 (941)387-3111 Lee County: Suite 101, 1826 Hendry Street, Fort Myers, FL 33901 (941)337-3111 Certificate of Authorization Nos. LB 3684 and EB 3954 Fax: (941)566-2203</p>		CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
		REVISION:	
		BY:	
11/19/03		GEORGE W. HACKNEY, P.S.M. NO. 5606	
3/05/04		SCALE: 1" = 80' DATE: AUG. 20, 2003	
12/14/04		DRAWN BY: JAN PROJECT NO.: 7993	
		ACAD NO: 8566-SD12 FILE NO: 8566	

SECTION 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

Exhibit "A"

Page 2 of 2

LEGAL DESCRIPTION OF PARCEL 213-A

ALL THAT PART OF THE ANTIGUA BAY SOUTHWEST, LLC PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3684 PAGE 1128, PUBLIC RECORDS OF LEE COUNTY FLORIDA LYING IN SECTION 11, TOWNSHIP 45 SOUTH RANGE 24 EAST LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID PROPERTY SAID CORNER ALSO BEING THE NORTHWEST CORNER OF HAWKS LANDING DRIVE (PARCEL 7A) (50' ROW) AS RECORDED IN OFFICIAL RECORDS BOOK 1508 PAGE 1398 PUBLIC RECORDS OF LEE COUNTY FLORIDA SAID CORNER ALSO LYING ON the SOUTHEASTERLY RIGHT OF WAY LINE OF SUMMERLIN ROAD (C.R. 869) (R.O.W. VARIES);
THENCE SOUTH 63°05'06" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 286.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 904.93 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°26'57" AND ARC DISTANCE OF 86.06 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 24°52'25" AN ARC DISTANCE OF 392.86 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE FORMER IONA DRAINAGE DISTRICT CANAL "L" AS RECORDED IN OFFICIAL RECORDS BOOK 91 PAGES 302 THROUGH 306 PUBLIC RECORDS OF LEE COUNTY FLORIDA AND THE WESTERLY LINE OF THE AFORESAID PROPERTY;
THENCE SOUTH 0°42'34" EAST ALONG SAID EASTERLY AND WESTERLY LINE A DISTANCE OF 12.55 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND WHOSE RADIUS BEARS SOUTH 58°44'50" EAST A DISTANCE OF 902.50 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 25°30'21" AN ARC DISTANCE OF 401.76 FEET;
THENCE NORTH 33°14'29" WEST A DISTANCE OF 0.73 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 1,500 SQUARE FEET OF LAND MORE OR LESS;

AND


LEGAL DESCRIPTION OF PARCEL 213-B

ALL THAT PART OF THE ANTIGUA BAY SOUTHWEST, LLC PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3684 PAGE 1128, PUBLIC RECORDS OF LEE COUNTY FLORIDA LYING IN SECTION 11, TOWNSHIP 45 SOUTH RANGE 24 EAST LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE AFORESAID PROPERTY SAID CORNER ALSO BEING THE NORTHWEST CORNER OF HAWKS LANDING DRIVE (PARCEL 7A) (50' ROW) AS RECORDED IN OFFICIAL RECORDS BOOK 1508 PAGE 1398 PUBLIC RECORDS OF LEE COUNTY FLORIDA SAID CORNER ALSO LYING ON the SOUTHEASTERLY RIGHT OF WAY LINE OF SUMMERLIN ROAD (C.R. 869) (R.O.W. VARIES);
THENCE SOUTH 0°12'42" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY AND THE WESTERLY LINE OF SAID HAWKS LANDING DRIVE A DISTANCE OF 10.18 FEET;
THENCE NORTH 64°17'37" WEST A DISTANCE OF 11.44 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED RIGHT OF WAY LINE;
THENCE NORTH 63°05'06" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 11.52 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 52 SQUARE FEET OF LAND MORE OR LESS;

LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:		DESCRIPTION: PARCELS 213-A AND 213-B.	
 <p>AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)597-3111 Lee County: Suite 121, 1625 Hendry Street, Fort Myers, FL 33901 (941)337-3111 Certificate of Authorization Nos. LB 3664 and EB 3064 Fax: (941)566-2203</p>		CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
		REVISION:	BY: <i>George W. Hackney</i>
		11/19/03	GEORGE W. HACKNEY, P.S.M. NO. 5606
3/05/04	SCALE: N.T.S. DATE: AUG. 20, 2003		
12/14/04	DRAWN BY: JAN PROJECT NO.: 7993		
	ACAD NO: 8566-SD12 FILE NO: 8566		

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

Search No. 11-45-24-P1-03700.00CE

Date: July 14, 2006

Parcel: 213

Project: Summerlin Rd., Six Laning, #6007

To: Teresa L. Mann, SRWA
Property Acquisition AgentFrom: Bill Abramovich *B.A.*
Real Estate Title Examiner

STRAP: 11-45-24-P1-03700.00CE

Effective Date: July 5, 2006, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

240 Fort Myers, LLC, a Florida Limited Liability Company

By that certain instrument dated October 21, 2005, recorded November 10, 2005, in Instrument Number 2005000115057, Public Records of Lee County, Florida.

Easements:

1. Easement granted to Iona Drainage District (Affecting part of the Westerly boundary line of the subject property) recorded in Deed Book 92, Page 140 (said instrument recites that upon abandonment of the property, that all rights, title and interest revert to Fort Myers Trucking Company, its successors and assigns forever), Public Records of Lee County, Florida.
2. Easement granted to Iona Drainage District (affecting the Southerly boundary line of the subject property) recorded in Deed Book 91, Page 302, (said instrument recites that upon abandonment of the property, that all rights, title and interest revert to Fort Myers Trucking Company, its successors and assigns forever), Public Records of Lee County, Florida.
3. Easement granted to Florida Power and Light Company affecting the Westerly boundary line of the subject property, recorded in Official Record Book 385, Page 499, (see also reservations contained therein), Public Records of Lee County, Florida.
4. Drainage Easement granted to Lee County, recorded in Official Record Book 1145, Page 1673, Public Records of Lee County, Florida.
5. Drainage Easement granted to Lee County, recorded in Official Record Book 1517, Page 380, Public Records of Lee County, Florida.
6. City of Ft. Myers Resolution for Water and Sewer, recorded in Official Record Book 1855, Page 3224, Public Records of Lee County, Florida.

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

Search No. 11-45-24-P1-03700.00CE

Date: July 14, 2006

Parcel: 213

Project: Summerlin Rd., Six Laning, #6007

7. Easement granted to Florida Power and Light recorded in Official Record Book 1873, Page 2265, Public Records of Lee County, Florida.
8. City of Ft. Myers Resolution for Water and Sewer Assessment recorded in Official Record Book 1972, Page 3027, Public Records of Lee County, Florida.
9. Drainage Easement as recorded in Official Record Book 1131, Page 44, Public Records of Lee County, Florida
10. Stipulation Order of Final Judgment in Official Record Book 1623, Page 1240-1244, Public Records of Lee County, Florida.
11. Declaration of Condominium recorded January 27, 2006, in Instrument Number 2006000041352, Public Records of Lee County, Florida.

NOTE (1): Subject to a mortgage in the maximum principal sum of \$12,065,000.00 recorded in Official Record Book 3204, Page 4230, later modified and spread by Agreement recorded in Official Record Book 3226, Page 1224 and again modified by Agreement recorded in Official Record Book 3276, Page 3181, Public Records of Lee County, Florida.

NOTE (2): Subject to a mortgage in the maximum principal sum of \$11,020,000.00 recorded in Official Record Book 3204, Page 4259 later modified and spread by Agreement recorded in Official Record Book 3226, Page 1238 and again modified by Agreement recorded in Official Record book 3469, Page 2448, Public Records of Lee County, Florida.

NOTE (3): Subject to a mortgage in the maximum principal sum of \$10,640,000.00 recorded in Official Record Book 3684, Page 1131 and later assigned by instrument recorded in Official Record Book 3769, Page 1915, and assignment in Official Record Book 3890, Page 4607 and Official Record Book 3890, Page 4613, Public Records of Lee County, Florida.

NOTE (4): Assignments of Rents and Leases recorded in Official Record Book 3204, Page 4246 and Official Record Book 3204, Page 4273, Public Records of Lee County, Florida.

NOTE (5): Lee County Ordinances relating to garbage and solid waste collection recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (6): Amended and Restated Mortgage recorded April 3, 2003 in Official Record Book 3890, Page 4616 and assigned to Fannie Mae in Official Record Book 3890, Page 4674, Public Records of Lee County, Florida.

NOTE (7): Multifamily Mortgage recorded August 3, 2004 in Official Record Book 4388, Page 958 and assigned to Fannie Mae in Official Record Book 4388, Page 1005, Public Records of Lee

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

Search No. 11-45-24-P1-03700.00CE

Date: July 14, 2006

Parcel: 213

Project: Summerlin Rd., Six Laning, #6007

County, Florida.

NOTE (8): Mortgage executed by 240 Fort Myers, LLC in favor of Ocean Bank, dated October 31, 2005, recorded November 10, 2005, in Instrument Number 2005000115058, Public Records of Lee County, Florida.

NOTE (9): UCC between Antigua Bay Southwest, LLC and Fannie Mae, recorded April 3, 2003, in Official Record Book 3890, Page 4667, Public Records of Lee County, Florida.

NOTE (10): UCC between Antigua Bay Southwest, LLC and Fannie Mae, recorded August 3, 2004, in Official Record Book 4388, Page 1008, Public Records of Lee County, Florida.

NOTE (11): UCC between 240 Fort Myers, LLC and Ocean Bank, recorded November 10, 2005, in Instrument Number 2005000115060, Public Records of Lee County, Florida.

NOTE (12): Assignment of Leases, Rents and Profits, recorded November 10, 2005, in Instrument Number 2005000115059, Public Records of Lee County, Florida.

NOTE (13): Collateral Assignment of Development Documents and Covenants, recorded December 7, 2005, in Instrument Number 2005000155042, Public Records of Lee County, Florida.

NOTE (14): Cross-Collateralization and Cross-Default Agreement, recorded November 10, 2005, in Instrument Number 2005000114974, Public Records of Lee County, Florida.

Tax Status: No taxes have been assessed for this parcel.

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

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

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

Search No. 11-45-24-P1-03700.00CE

Date: July 14, 2006

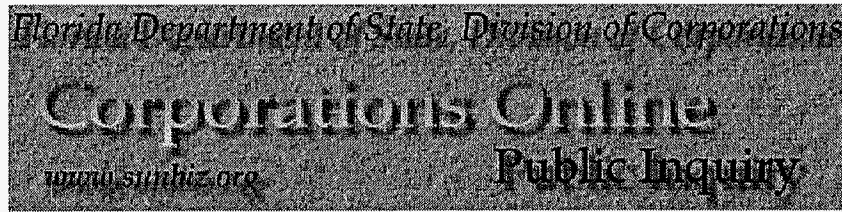
Parcel: 213

Project: Summerlin Rd., Six Laning, #6007

Schedule "X"

A parcel of land lying in the East ½ of the Northwest 14 of Section 11, Township 45 South, Range 24 East, Lee County, Florida, said parcel of land being more particularly described as follows;

Commencing at the Southeast corner of the said East ½ of the Northwest 1/4; thence South 89°14'29" West along the South line of said East ½ for a distance of 644.47 feet to the Point of Beginning of the herein described parcel of land; thence continue South 89°14'29" West along the said South line of the East ½, for a distance of 643.74 feet to the Southwest corner of the said East ½ of the Northwest 1/4 of Section 11; thence North 00°39'44" West along the West line of said East ½ of the Northwest 1/4 of Section 11, for a distance of 471.20 feet; thence North 89°17'26" East for a distance of 20.00 feet; thence North 29°45'52" East for a distance of 59.15 feet; thence North 00°42'34" West, for a distance of 69.45 feet to a point in a curve of the Southwesterly right-of-way line of Summerlin Road (C.R. 869) from which the radius point bears South 57°14'14" East; thence Northeasterly along said Southwesterly right-of-way by a curve concave to the Southeast having a radius of 904.93 feet, a central angle of 30°19'20" for an arc distance of 478.91 feet to a point of tangency; thence North 63°05'06" East, along the tangent to said curve for a distance of 286.52 feet to a point at the Northwest corner of a road right-of-way as recorded in Official Records Book 1508, Page 1398, of the Public Records of Lee County, Florida; thence South 00°12'42" East, along said road right-of-way for a distance of 302.31 feet; thence South 89°08'49" West, for a distance of 10.00 feet; thence South 00°12'42" East, for a distance of 728.12 feet to the Point of Beginning.



Florida Limited Liability

240 FORT MYERS, LLC

PRINCIPAL ADDRESS
 255 UNIVERSITY DRIVE
 CORAL GABLES FL 33134

MAILING ADDRESS
 255 UNIVERSITY DRIVE
 CORAL GABLES FL 33134

Document Number L05000091372	FEI Number 141938241	Date Filed 09/16/2005
State FL	Status ACTIVE	Effective Date NONE
Total Contribution 0.00		

Registered Agent

Name & Address
ARAN, FERNANDO S ESQ. C/O ARAN CORREA GUARCH & SHAPIRO, P.A. 255 UNIVERSITY DRIVE CORAL GABLES FL 33134

Manager/Member Detail

Name & Address	Title
ACGG, INC. 255 UNIVERSITY DRIVE CORAL GABLES FL 33134	MGR

Annual Reports

Report Year	Filed Date
2006	02/24/2006

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

No Events
No Name History Information

Document Images

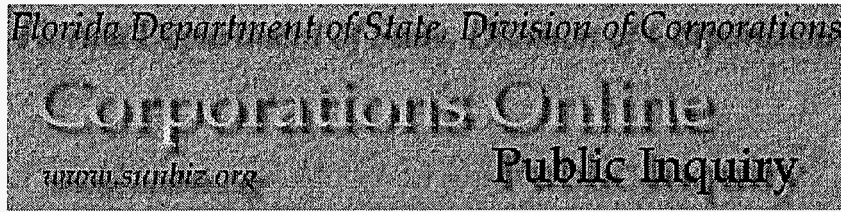
Listed below are the images available for this filing.

02/24/2006 -- ANNUAL REPORT
09/16/2005 -- Florida Limited Liabilites

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

[Corporations Inquiry](#)

[Corporations Help](#)



Florida Profit

ACGG, INC.

PRINCIPAL ADDRESS
 255 UNIVERSIRY DRIVE
 CORAL GABLES FL 33134 US
 Changed 10/17/2005

MAILING ADDRESS
 255 UNIVERSIRY DRIVE
 CORAL GABLES FL 33134 US
 Changed 10/17/2005

Document Number
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Registered Agent

Name & Address
ARAN, FERNANDO S ESQ ARAN CORREA GUARCH & SHAPIRO, P.A. 255 UNIVERSITY DRIVE CORAL GABLES FL 33134 Address Changed: 02/23/2006

Officer/Director Detail

Name & Address	Title
GARCIA, OSCAR A 255 UNIVERSIRY DRIVE CORAL GABLES FL 33134 US	P
ARAN, FERNANDO S 255 UNIVERSIRY DRIVE CORAL GABLES FL 33134 US	V
GUARCH, J.M. JR 255 UNIVERSIRY DRIVE CORAL GABLES FL 33134 US	VPT

CORREA, DANNY 255 UNIVERSIRY DRIVE CORAL GABLES FL 33134 US	VPS
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Annual Reports

Report Year	Filed Date
2004	02/06/2004
2005	01/27/2005
2006	02/23/2006

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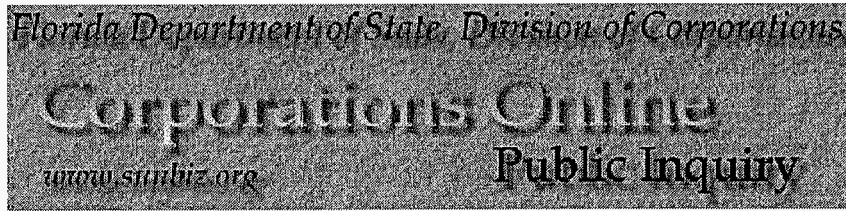
Document Images

Listed below are the images available for this filing.

02/23/2006 -- ANNUAL REPORT
01/27/2005 -- ANNUAL REPORT
04/22/2004 -- Amendment
03/22/2004 -- Amendment
03/01/2004 -- Amendment
02/06/2004 -- ANNUAL REPORT
12/31/2003 -- Domestic Profit

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Florida Non Profit

MYSTIC GARDENS CONDOMINIUM ASSOCIATION, INC.

PRINCIPAL ADDRESS
 255 UNIVERSITY DRIVE
 CORAL GABLES FL 33134

MAILING ADDRESS
 255 UNIVERSITY DRIVE
 CORAL GABLES FL 33134

Document Number N05000009790	FEI Number APPLIED	Date Filed 09/22/2005
State FL	Status ACTIVE	Effective Date NONE

Registered Agent

Name & Address
ARAN, FERNANDO S 255 UNIVERSITY DRIVE CORAL GABLES FL 33134

Officer/Director Detail

Name & Address	Title
GARCIA, OSCAR A 255 UNIVERSITY DRIVE CORAL GABLES FL 33134	P
ARAN, FERNANDO S 255 UNIVERSITY DRIVE CORAL GABLES FL 33134	S
GUARCH, J.M. JR 255 UNIVERSITY DRIVE CORAL GABLES FL 33134	V

Annual Reports

Report Year	Filed Date

2006	02/24/2006
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Document Images

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02/24/2006 -- ANNUAL REPORT
09/22/2005 -- Domestic Non-Profit

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HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

December 4, 2006

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

Re: Summary Appraisal Report No. 05-11-01.213 A&B.1
Project: Summerlin Road Six Laning Project (No. 6007)
Parcel Nos.: 213 A&B
Owner: 240 Fort Myers, LLC / Mystic Gardens Condominium Association, Inc.
County: Lee County, Florida

Dear Mr. Clemens:

We are pleased to transmit this summary report of a complete appraisal that was prepared on the above referenced property. The purpose of this appraisal is to estimate the market value of those property rights proposed for acquisition 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 partial taking, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

This assignment has been completed in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") – 2006 Edition, as published by the Appraisal Standards Board of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The appraisers have communicated the valuation analysis and opinions in a Summary Appraisal Report format, as defined by Standard Rule 2-2 (b) of USPAP. The market value estimate is reported subject to the Extraordinary Assumptions, General Assumptions, and Hypothetical Conditions (if any) summarized below and in the Addendum of this report.

Market value for this purpose is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") of 1989.

The client and intended user of this report is identified as Robert G. Clemens, Acquisition Program Manager, Division of County Lands, whose address is P.O. Box 398, Fort Myers, FL 33902-0398. The intended use of this report is to provide the client and intended user an aid in estimating the amount due the owner (i.e., full compensation) as a result of the proposed partial acquisitions identified within.

The parent tract, containing 11.28 acres (491,541SF) of gross land area, is an irregular shaped tract of land, functioning as the common element for Mystic Gardens Condominiums. The development consists of 240 units and is located at the southwesterly corner of Summerlin Road and Hawks Landing Drive in the Fort Myers market area of Lee County, Florida. The site is irregular shaped and is characterized by a northerly edge measuring approximately 775 feet along the easterly right-of-way of Summerlin Road, an easterly edge measuring approximately 1,040 feet, of which 330 feet lies along the westerly right-of-way of Hawks landing Drive, a southerly edge measuring approximately 643 feet, and a westerly edge which measures approximately 620 feet. The common element encompasses all the areas (i.e., pool area, tennis courts, driveway connection, maintenance building, internal loop roadway, clubhouse, parking areas, landscaping, surplus land located along the southern edge of the site, etc.) of the condominium property which is not included within the individual units. According to the Future Land Use Map of the City of Fort Myers, the parent tract is designated as P-O (Professional Office District). The appraisers have estimated the highest and best use to be for continued utilization as the common element for Mystic Gardens Condominiums.

One partial acquisition area, identified as Parcel 213-A (Fee Taking) contains 1,500 square feet. It is a proposed fee simple acquisition for road right-of-way for Summerlin Road, and is located along the northerly edge of the parent tract. The taking is sliver shaped and is characterized by a northerly edge measuring 392.86 feet along the easterly right-of-way of Summerlin Road, an easterly edge measuring 0.73 feet, a southerly edge measuring 401.76 feet, and a westerly edge measuring 12.55 feet. The proposed acquisition lies within an area of the parent tract encumbered by an existing permanent slope easement. Improvements located within this partial acquisition area include landscaping vegetation.

Another partial acquisition area, identified as Parcel 213-B (Fee Taking) contains 52 square feet. It is a proposed fee simple acquisition for road right-of-way for Summerlin Road, and is located at the northeasterly corner of the parent tract. The taking is triangular shaped and is characterized by a northerly edge measuring 11.52 feet along the easterly right-of-way of Summerlin Road, an easterly edge measuring 10.18 feet, and a westerly edge measuring 11.44 feet. The proposed acquisition lies within an area of the parent tract encumbered by an existing permanent slope easement. There are no improvements located within the acquisition area.

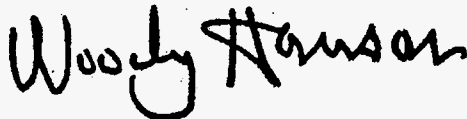
The remainder property, containing 11.25 acres (489,989 SF) of gross land area, is irregular shaped and is characterized by a northerly edge measuring approximately 764 feet along the easterly right-of-way of Summerlin Road, an easterly edge measuring approximately 1,040 feet, of which 330 lies along the westerly right-of-way of Hawks landing Drive, a southerly edge measuring approximately 643 feet, and a westerly edge which measures approximately 607 feet. The highest and best use remains for continued utilization as the common element for Mystic Gardens Condominiums.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisitions), as of December 1, 2006, is:

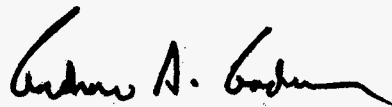
Value of Property Rights Taken:	
Parcel 213-A (Fee Taking):	\$ 13,200
Parcel 213-B (Fee Taking):	500
Value of Improvements Taken:	9,800
Incurable Severance Damages:	<u>-0-</u>
TOTAL AMOUNT DUE OWNER:	\$23,500

If you have any questions concerning this appraisal or any related issue, please feel free to contact this office at your earliest convenience. Thank you for having given Hanson Real Estate Advisors, Inc., the opportunity to provide each of you (e.g. the client and the intended users) appraisal services at this time.

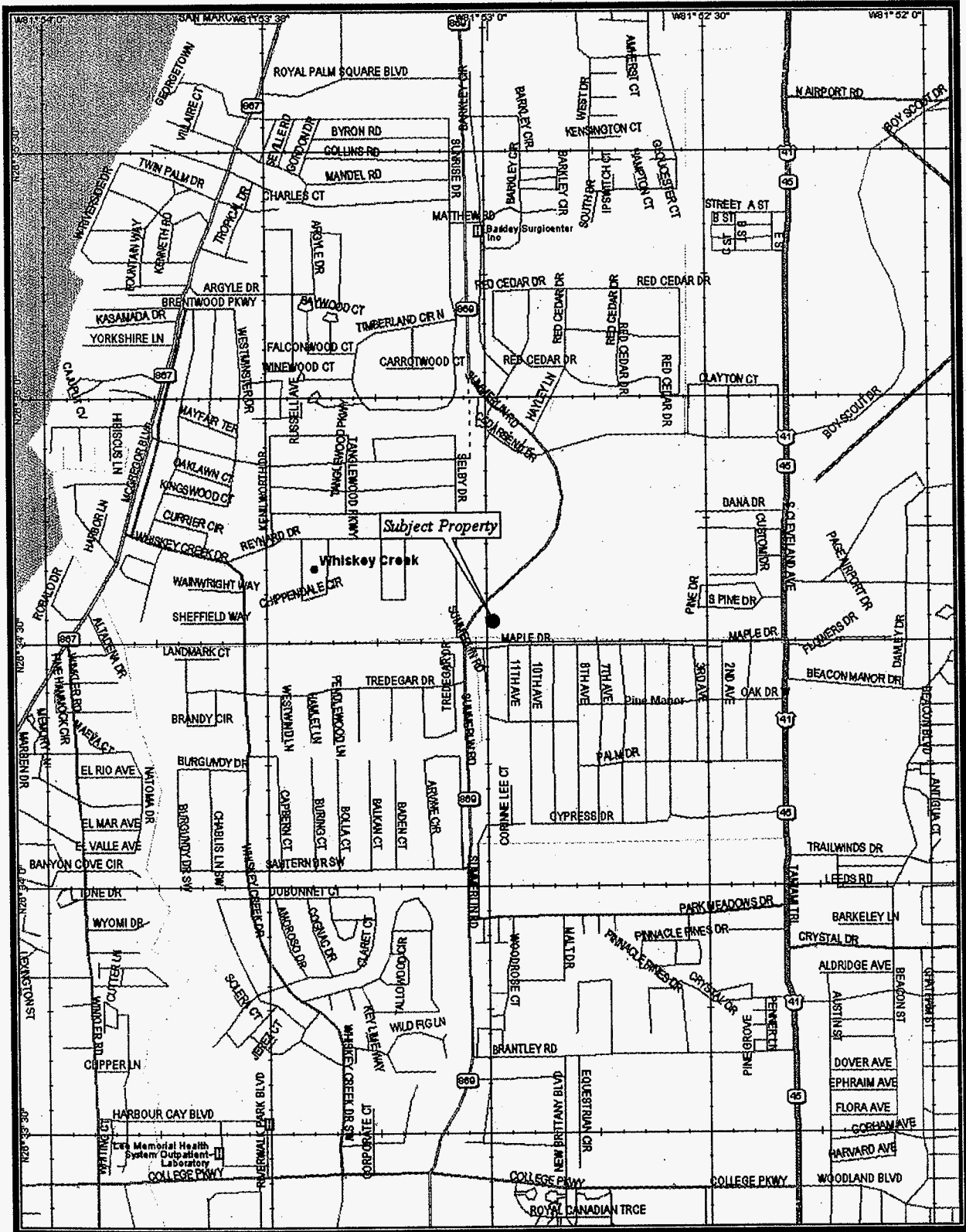
Respectfully submitted,



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



Andrew D. Anderson
Registered Appraiser Trainee RI 14189



SITE LOCATION MAP

5-Year Sales History

Parcel No. 213-A and 213-B

Summerlin Road Six-Laning, Project No. 6007

Grantor	Grantee	Price	Date	Arms Length Y/N
Antigua Bay Southwest, LLC	240 Fort Myers, LLC	\$24,545,500	10/31/2005	Y

NOTE: Sale relates to "parent tract" of the subject parcel.