

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

Case No. 8:19-CV-886-T-33SPF

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,  
LIMITED; OASIS MANAGEMENT, LLC;  
SATELLITE HOLDINGS COMPANY;  
MICHAEL J DACORTA; JOSEPH S.  
ANILE, II.; RAYMOND P MONTIE III;  
FRANCISCO “FRANK” L. DURAN; and  
JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES, INC.;  
BOWLING GREEN CAPITAL  
MANAGEMENT LLC; LAGOON  
INVESTMENTS, INC.; ROAR OF THE  
LION FITNESS, LLC; 444 GULF OF  
MEXICO DRIVE, LLC; 4064 FOUNDERS  
CLUB DRIVE, LLC; 6922 LACANTERA  
CIRCLE, LLC; 13318 LOST KEY PLACE,  
LLC; and 4 OAKS LLC,

Relief Defendants.

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**THE RECEIVER’S VERIFIED MOTION  
TO APPROVE THE PRIVATE SALE OF REAL PROPERTY – SPECIFICALLY,  
16904 VARDON TERRACE #106 IN BRADENTON, FLORIDA**

Burton W. Wiand, as receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) moves

the Court to approve the sale of 16904 Vardon Terrace #106 in Bradenton, Florida (the “**Property**”) to Richard J. Valentine and Sandra M. Valentine (the “**Purchasers**”) for \$184,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**PSA**”). As explained below, the Receiver believes the proposed sale is commercially reasonable and will result in a fair and equitable recovery for the Receivership Estate.

### **BACKGROUND**

At the request of the Commodity Futures Trading Commission (“**CFTC**”), the Court appointed the Receiver on April 15, 2019 and directed him, in relevant part, to “[t]ake exclusive custody, control, and possession of the Receivership Estate,” which includes “all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants.” Doc. 7 at p. 14, ¶ 32 & p. 15, ¶ 30.b.

The Court also directed the Receiver to develop a plan for the liquidation of Receivership assets (Doc. 44 ¶¶ 51, 52), which the Receiver filed on June 7, 2019 (Doc. 103) (the “**Liquidation Plan**”). That same day, the Receiver moved the Court to approve (1) the Liquidation Plan, (2) a Memorandum of Understanding (the “**MOU**”) between the Receiver and the United States Marshals Service (“**USMS**”), and (3) a Consent Forfeiture Agreement (the “**Consent**”) between the Receiver and the Department of Justice (“**DOJ**”). Doc. 105. The Court granted the Receiver’s motion and approved the attached documents on June 13, 2019. Doc. 112. On July 11, 2019, the Court entered a Consolidated Receivership Order (Doc. 177) (the “**Consolidated Order**”), which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver’s activities.

**The Procedures Applicable to Sales of Real Property**

The Consolidated Order requires the Receiver to obtain Court approval of sales of real (as opposed to personal) property:

Upon further Order of this Court, pursuant to such procedures as many be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates. The parties agree the Receiver can move the Court to waive strict compliance with 28 U.S.C. §§ 2001 and 2004.

Doc. 177 ¶ 40. The procedures applicable to private sales of receivership real estate are set forth in 28 U.S.C. § 2001(b) (“**Section 2001(b)**”):

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

28 U.S.C. § 2001(b).<sup>1</sup> As noted above and in the Consolidated Order, the Receiver can move the Court to waive strict compliance with these procedures, but as explained below, the Receiver has substantially and materially complied with the statute.

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<sup>1</sup> Section 2001(b) governs here because this is a private sale of real property and because 28 U.S.C. §§ 2001(a) and 2004 deal with public auctions and personal property, respectively.

### **The Civil Forfeiture of the Property**

On April 17, 2019, the DOJ, through the United States Attorney's Office for the Middle District of Florida, filed a civil forfeiture action against the Property and several others. *See United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida et al.*, Case No. 8:19-cv-00908 (M.D. Fla.) (Doc. 1 ¶ 1) (the “**Forfeiture Action**” or “**FA**”). To avoid unnecessary litigation between the Receiver and the government or other interested parties, the Receiver consented to the forfeiture of the Property (among others), which Consent this Court approved. *See* Docs. 105, 112.

On June 26, 2019, the DOJ filed a motion for judgment of forfeiture regarding, in relevant part, the Property (FA Doc. 53), and the court in the Forfeiture Action granted the DOJ's motion on July 16, 2019 (FA Doc. 60) (the “**Forfeiture Order**”). The court recognized claims against the Property, in relevant part, by (1) the Manatee County Tax Collector and (2) the pertinent condominium association. FA Doc. 60 at 3-4. The court then condemned and forfeited all right, title, and interest in the Property to the United States “for disposition according to law.” *Id.* at 4. The court held that “[c]lear title to the [Property] is now vested in the United States,” subject to the claims described above. *Id.*

### **The Receiver's Role under the MOU in Cooperation with the USMS**

The USMS and the Receiver executed an MOU, which establishes procedures for the liquidation of the Property (and others at issue in the Forfeiture Action). Doc. 105, Ex. B. According to the MOU, “[t]he Receiver has sole discretion to decide the logistics of the sale of the Forfeited Receivership Assets, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate and with due regard to the realization of the true and

proper value of such property.” *Id.* § VI.C. The MOU also recognizes that “[a]ll sales of Receivership Assets, including Forfeited Receivership Assets, must comply with the provisions set forth in the Receivership Orders [now, the Consolidated Order].” *Id.* § III. Finally, the MOU authorizes the Receiver to deduct certain “**Asset Expenses**” from the proceeds of the sale, which are defined as “direct expenses necessary to safeguard, maintain, advertise, and sell” the assets, including “closing costs, publication costs, and broker fees or commissions.” *Id.* § IV.D.

At closing, the Receiver and the United States will transfer the Property to the Purchaser, as set forth in the PSA.<sup>2</sup> After the Receiver sells the Property (or any other forfeited property), the Receiver will deduct any Asset Expenses and transfer the net proceeds to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. *Id.* § IV.E. Once all properties have been sold, the Receiver will file a petition for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through the ongoing claims process established by the Court. As noted above, the Court has already approved the MOU and its contents. *See* Docs. 105, 112.

### **The Property, the Receiver’s Marketing Efforts, and the Proposed Sale**

Defendant DaCorta was the authorized representative of 16904 Vardon Terrace 106, LLC – the limited liability company that owned the Property until its forfeiture. The Property was purchased with scheme proceeds – *i.e.*, money contributed to the scheme by victim

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<sup>2</sup> The United States, by its consent to this motion, and the USMS, by its consent to the PSA, authorize the Receiver to transfer the interest of the United States in the Property to the Purchasers pursuant to a Receiver’s Deed.

investors. The Property has two bedrooms and two bathrooms.<sup>3</sup> It was built in 2018 and purchased for approximately \$185,000. There is no mortgage on the property.

The Receiver's marketing efforts included listing the Property for sale on his website<sup>4</sup> and retaining Coldwell Banker to advertise the Property through various means. The list price was \$210,000. Because initial marketing efforts generated little interest from potential purchasers, the Receiver reduced the list price to \$190,000, which created significant interest and ultimately resulted in the PSA. It appears that listings of competitive properties, including new construction, made the initial list price too aggressive. The sale price represents a gross recovery of \$184,000 for the ultimate benefit of the Receivership Estate.

To further ensure the fairness of the sale price, the Receiver has obtained a Broker's Price Opinion from each of three disinterested sources, which are attached as **Exhibits 2-4** (the "**BPOs**").<sup>5</sup> According to the BPOs, a reasonable sale price for the Property would be between \$179,999 and \$190,000. As demonstrated by these exhibits, the \$184,000 sale price is within this range and is thus fair and reasonable.

### **Section 2001(b) Publication**

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sale for one day in the Sarasota Herald Tribune, which is regularly issued and of

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<sup>3</sup> <http://16904vardonterrace106.com/>

<sup>4</sup> [www.oasisreceivership.com/assets-for-sale/16904-varon-terrace/](http://www.oasisreceivership.com/assets-for-sale/16904-varon-terrace/)

<sup>5</sup> The Receiver obtained the BPOs in December 2019 in connection with a previous attempt to sell the Property, but that transaction was never completed. Because the BPOs still support the current purchase price despite the instability caused by the COVID-19 virus, to conserve resources, the Receiver has not obtained new BPOs.

general circulation in the district where the Property is located. A copy of the notice is attached as **Exhibit 5**. The Receiver will also publish this motion and the notice on his website – [www.oasisreceivership.com](http://www.oasisreceivership.com). No less than 10 days after publication of the notice, the Receiver will inform the Court whether any potential purchaser submitted a “bona fide offer,” as contemplated by Section 2001(b). Given these circumstances and the existence of ready-and-willing Purchasers, the Receiver believes that approval of the proposed sale pursuant to the Liquidation Plan and Section 2001(b) is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

### **ARGUMENT**

The Court’s power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court’s wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great

deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Given these principles, the Court should approve the proposed sale for at least six reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained three BPOs, and the purchase price is within the estimates disclosed in those valuations. *See* Exs. 2-4. Section 2001(b) provides that "[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value" – here, \$124,444.44 based on an average of the three highest valuations. The \$184,000 purchase price is well above that amount. Shortly after filing this motion, the Receiver will publish notice of the proposed sale and its terms in the Sarasota Herald Tribune. After the expiration of the 10-day statutory window, the Receiver will advise the Court whether any individual or entity submitted a "bona fide offer" – *i.e.*, an offer 10% higher than the current purchase price. If no one objects to this motion or submits a "bona fide offer," to conserve resources, the Receiver asks that the Court grant the motion without a hearing. *See* Doc. 177 ¶ 40 ("The parties agree the Receiver can move the Court to waive strict compliance with 28 U.S.C. §§ 2001 and 2004.).

Second, as noted above, the purchase price represents a gross recovery of \$184,000 for the ultimate benefit of the Receivership Estate.



Third, the United States and the USMS are the only parties with an interest in the Property under the Forfeiture Order (aside from the forfeiture claimants who will be paid at closing), and both the United States and the USMS consent to the transaction, as evidenced below and in the PSA. The Receiver is not aware of any other encumbrances. Under such circumstances, the Consolidated Order authorizes the Receiver (in conjunction with the United States) to transfer clear title to the Purchasers. *See* Doc. 177 ¶ 40.

Fourth, the existence of ready-and-willing Purchasers will ensure an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver's opinion, the sale price is at or near the maximum price that can be anticipated for the sale of this condominium.

Fifth, sale of the Property will eliminate the Receiver's need to pay for additional upkeep and carrying costs on the Property, including insurance, utilities, and repairs. To date, the Receiver has spent approximately \$12,500 maintaining and safeguarding the Property.<sup>6</sup> The Receiver will recover those costs as Asset Expenses under the MOU.

Sixth, this is an arms'-length transaction with independent, third-party Purchasers.

### **CONCLUSION**

For the reasons discussed above, the transaction is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order, in substantially the form attached as **Exhibit 6**: (1) approving the transaction and the PSA and (2) ordering that the Receiver may transfer title

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<sup>6</sup> Most of these costs related to condominium fees and HOA expenses. The Receiver has also generated \$5,000 in rental income from the Property.

to the Property by Receiver's Deed to the Purchasers, free and clear of all claims, liens, and encumbrances, including without limitation the interests of the Receiver and the United States.

**LOCAL RULE 3.01(G) CERTIFICATION**

Counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC has no objection to the requested relief. The United States also has no objection to the requested relief and consents to the sale of the Property and transfer of title, including the title of the United States, to the Purchasers, as reflected below and in the PSA.

Defendants Montie, Haas, and Anile as well as Relief Defendant Mainstream have no objection to the relief requested in this motion. Defendant DaCorta stated that he has "no opinion on this matter."

**VERIFICATION OF THE RECEIVER**

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this motion is true and correct to the best of my knowledge and belief.

**s/ Burton W. Wiand**

Burton W. Wiand, Court-Appointed Receiver

**CONSENT OF THE UNITED STATES**

By the signature of its representative to this motion, the United States consents to the Receiver's transfer of the United States' interest in and title to the Property by Receiver's Deed to the Purchasers, as set forth in the PSA and proposed order.

**s/ Suzanne C. Nebesky**

Suzanne C. Nebesky

suzanne.nebesky@usdoj.gov

Assistant United States Attorney

Fla. Bar No. 59377

400 N. Tampa Street, Suite 3200

Tampa, FL 33602

(813) 274-6000

*Counsel for United States of America*

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on July 24, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I also served the foregoing by mail and email on the following non-CM/ECF participants:

Gerard Marrone  
Law Office of Gerard Marrone, P.C.  
66-85 73<sup>rd</sup> Place, 2<sup>nd</sup> Floor  
Middle Village, NY 11379  
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Michael DaCorta  
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Respectfully submitted,

**s/ Jared J. Perez**

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*Attorneys for the Receiver, Burton W. Wiand*

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “**Agreement**”), is entered into this 29 day of June, 2020, by and between **Richard J. Valentine and Sandra M. Valentine** (hereinafter, the “**Buyer**”) and **Burton W. Wiand, Receiver for 16904 Vardon Terrace 106, LLC** (hereinafter, the “**Receiver**” or “**Seller**”, and collectively with Buyer, the “**Parties**”) appointed in the matter of *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886 (hereinafter, the “**Action**”).

### BACKGROUND

**WHEREAS**, the Receiver was appointed pursuant to an Order Granting Plaintiff’s Motion for an Ex Parte Statutory Restraining Order, Appointing of Temporary Receiver, and Other Equitable Relief entered April 15, 2019, an Order Appointing Receiver and Staying Litigation entered April 30, 2019 and a Consolidated Receivership Order entered July 11, 2019 in connection with the proceedings in the Action (the “**Receivership Orders**”); The Receiver’s powers, authorities, rights and privileges, which are outlined in the Receivership Orders, include him taking custody, control and possession of all Receivership Property, including the real property located at 16904 Vardon Terrace Unit #106, Bradenton, Florida 34211 and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

**WHEREAS**, 16904 Vardon Terrace Unit #106, Bradenton, Florida 34211 (hereinafter referred to as the “**Property**”) has been forfeited to the United States in connection with *United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-908-T-02AEP (“**Forfeiture Action**”) and the Receiver has been appointed as the agent for sale of the Property pursuant to a Memorandum of Understanding with the United States Marshals Service, the same being approved by the United States District Court in the Receivership Action and the Receiver has full authority to sell the Property and the United States Marshals Service on behalf of the United States consents to this sale contract; and

**WHEREAS**, 16904 Vardon Terrace 106, LLC is a legal entity under the control of the Receiver pursuant to the Receivership Order and it was the owner prior to the Receivership and the Forfeiture Action of the Property located at 16904 Vardon Terrace Unit #106, Bradenton, Florida 34211, better known as Manatee County Property Appraiser’s Parcel Number: 581545959; and

**WHEREAS**, pursuant to the Receivership Orders, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property;

**WHEREAS**, subject to approval by the Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below),

Seller desires to sell and Buyer desires to purchase the Property pursuant to the terms and conditions set forth herein, and,

**WHEREAS**, the Buyer desires to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

### **AGREEMENT**

**1. Property:** The Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, the Property consisting of all of Seller's right, title, and interest in and to the Property, more particularly described on Exhibit "A" attached hereto. The Property shall include all appurtenant rights, privileges, and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, and taxes and assessments, both general and special, not currently due and payable. **PROPERTY SOLD "AS IS"**.

**2. Purchase Price & Contingencies:** The Purchase Price shall be One-Hundred Eighty-Four Thousand Dollars (\$184,000.00).

This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). Buyer understands and acknowledges that 28 U.S.C. § 2001(b) prohibits the Court's approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such, upon receipt of a Bona Fide Offer, Seller shall have the exclusive right to terminate this Agreement, and Buyer's sole and exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving: (1) the sale of the Property described in Exhibit "A" to Buyer free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the United States District Court approving this transaction and (2) Buyer's quiet enjoyment of all assets assigned to and assumed by Buyer (collectively, the "**Contingencies**").

In the event that Seller receives a Bona Fide Offer or the Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyer acknowledges and agrees that its sole and exclusive remedy is to seek return of the Earnest Money Deposit, as defined below, from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

**3. Escrow Agent and Earnest Money Deposits:** Najmy Thompson, P.L 3400 S. Tamiami Trail, Suite 201, Sarasota, FL 34239 shall serve as the Escrow Agent. Within three (3)

business days after full execution of this Agreement by the Parties the Buyer shall deposit the sum of Five-Thousand Dollars (\$5,000.00) in readily available funds as an earnest money deposit (“**Earnest Money Deposit**”) into the IOTA trust account of Najmy Thompson, P.L. Subsequent to the satisfaction of the contingencies outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the United States District Court refuses to approve the motion for sale or if the United States District Court approves the sale of the Property to a competing bidder.

The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyer for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

**4. Conditions of Escrow:** Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyer withdraws from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyer fails to perform under this Agreement except as to any rights the Buyer may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer’s failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyer shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer’s sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

**5. Financing Contingency and Appraisal:** Buyers shall have thirty (30) days from the date of this Agreement to obtain a written loan commitment for a Conventional loan in the principal amount of at least 80% of the Purchase Price with an interest rate not to exceed the then prevailing rate based upon the Buyers’ creditworthiness (collectively the financial terms in this sentence shall be referred to as “Loan Terms”). In the event that the Buyers fail to obtain a loan commitment consistent with the Loan Terms, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. If the Buyer obtains a loan commitment consistent with the Loan Terms herein and then the Buyers fail to perform under this Agreement, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyers’ failure to perform.

This Agreement is contingent upon the Buyers or Buyers’ Lender obtaining, at Buyers’ expense a written appraisal from a licensed Florida appraiser, stating the appraised value of the Property is at least **\$184,000**. If the appraisal states that the appraised value of the Property is less than the above value, Buyers may, within three (3) business days after receipt of the appraisal deliver written notice to Seller (with a copy of the appraisal), either: a) terminating this Agreement in which event the Earnest Money Deposit and Additional Earnest Money Deposit paid shall be refunded to Buyers; thereby releasing Buyers and Seller from all obligations under this Agreement;



or b) waiving and removing this contingency and continuing with this Agreement without regard to the appraised value of the Property. If Buyers fail to timely deliver notice of Buyers' exercise of the right to terminate granted herein this paragraph, this contingency shall be waived and removed, and Buyers will continue with this Agreement.

**6. Closing and Closing Agent:** Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida's approval of the sale, with Buyer to provide written notice specifying the actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. Najmy Thompson, P.L shall serve as the Closing Agent.

**7. Conveyance of Title:** When the funds to be paid by Buyer together with all documents required to be deposited by Buyer pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "B" attached hereto.

**8. Evidence of Title, Survey and Closing Costs:** Buyer, at Buyer's cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyer shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyer's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, including without limitation, the cost of performance by Buyer and the obligations hereunder.

At Closing, Seller shall pay: (i) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

Except as otherwise expressly provided for in this Agreement, Buyer shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

**9. Condition of Premises and Inspection Period:** Buyer acknowledges and agrees to purchase the property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability



of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

With prior notice to and approval from Seller, Seller does hereby grant to Buyer and their authorized agents the right, at Buyer's sole risk, cost and expense, for a period of twenty (20) days from the date of this Agreement (the "**Inspection Period**") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyer, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyer, and to determine the physical condition of the Property. Buyer agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyer's inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyer shall promptly deliver to Seller copies of the results of all of Buyer's inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyer should notify Seller in writing that Buyer, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyer without any interference or further instruction or authorization from Seller.

**10. Damage or Destruction:** In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyer may declare this Agreement null and void or Buyer may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any "deductible" under such insurance. If Buyer declare this Agreement null and void due to damage or destruction as described in this Paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyer.

**11. Taxes, Assessments & Utilities:** Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Property shall be prorated as of the date of Closing, based upon an actual three hundred and sixty five (365) day year, as is customary. Meters for all public utilities (including water) being used on the Property shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

**12. Real Estate Brokers:** Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Lisa Sullivan & Martha Thorn of Coldwell Banker Residential ("**Seller's Agent**"). At Closing, Seller agrees to a four percent (4%) commission Seller's Agent pursuant to a separate written agreement by and between Seller and Seller's Agent. In no event shall the total sales commission owed by the Seller exceed four percent (4%) of the Purchase Price.

**13. General Provisions:**

- (a) This Agreement shall be governed by the laws of Florida.

- (b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer's successors and assigns, executors and administrators.
- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on July 1, 2020, and shall thereafter be withdrawn without notice. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.
- (g) Notices may be delivered to Seller at the email address [bwand@wiandlaw.com](mailto:bwand@wiandlaw.com) or via Seller's Agent at the email address [lisa@marthathorn.com](mailto:lisa@marthathorn.com) and to Buyer at the email address [svalentine7@tampabay.rr.com](mailto:svalentine7@tampabay.rr.com)
- (h) This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained.
- (i) The United States Marshals Service consents to the sale of the Property pursuant to this agreement and the terms contained herein as indicated by the Consent attached hereto as Exhibit "C".

BUYERS

*Richard J. Valentine*

dotloop verified  
06/29/20 9:44 PM EDT  
GC0J-Y7LO-DIVY-TWSS

Richard J. Valentine

*Sandra M. Valentine*

dotloop verified  
06/29/20 9:45 PM EDT  
FWXS-ZEKY-0BUN-XLPE

Sandra M. Valentine

SELLER

*Burton W. Wiand*

Burton W. Wiand, Receiver for 16904  
Vardon Terrace 106, LLC

**BROKER'S ACKNOWLEDGEMENT**

Lisa Sullivan & Martha Thorn of Coldwell Banker hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Broker hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

*Lisa Sullivan*

dotloop verified  
06/29/20 3:31 PM EDT  
INMK-8IKE-XCIM-ANNA

Lisa Sullivan  
Coldwell Banker Residential  
Seller's Agent

*Martha Thorn*

dotloop verified  
06/30/20 4:43 PM EDT  
BDPE-CIWW-KJAF-51GD

Martha Thorn  
Coldwell Banker Residential  
Seller's Agent

**EXHIBIT A TO PURCHASE AND SALE AGREEMENT**

**LEGAL DESCRIPTION**

Unit 416, in Building 4, of Phase 2 of Terrace II at Lakeside National, a Phase Condominium, according to the Declaration of Condominium Interest, as recorded in Official Records Book 2704, Page 3665, of the Public Records of Manatee County, Florida, as amended.

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**EXHIBIT B TO PURCHASE AND SALE AGREEMENT**

**RECEIVER'S DEED**

Prepared by:  
Wiand Guerra King P.A.  
5505 West Gray Street  
Tampa, FL 33609

**RECEIVER'S DEED**

THIS INDENTURE, made as of the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **Burton W. Wiand, Receiver for 16904 Vardon Terrace 106, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 5505 West Gray Street, Tampa, Florida 33609, and \_\_\_\_\_ (hereinafter referred to as the "Grantee") having an address of \_\_\_\_\_.

**WITNESSETH:**

That Burton W. Wiand was appointed as Receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered \_\_\_\_\_, 2020 (hereinafter referred to as the "Order" and attached hereto as Exhibit 1 and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Manatee County, Florida, being more particularly described in Exhibit 2 attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

Via this deed, the Receiver is conveying not only all of the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in US District Court for the Middle District of Florida – Tampa Division on or about July 16, 2019.

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

*Signed, sealed and delivered in the presence of:*

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Burton W. Wiand, Receiver for 16904 Vardon  
Terrace 106, LLC

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by  
Burton W. Wiand, Receiver for 16904 Vardon Terrace 106, LLC.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ (OR) Produced Identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

**EXHIBIT 1 TO RECEIVER’S DEED**

**COURT ORDER**

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

COMMODITY FUTURES TRADING  
COMMISSION,

Case No. 19-CV-886T33SPF

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,  
LIMITED; OASIS MANAGEMENT, LLC;  
SATELLITE HOLDINGS COMPANY;  
MICHAEL J DACORTA; JOSEPH S.  
ANILE, II.; RAYMOND P MONTIE III;  
FRANCISCO “FRANK” L. DURAN; and  
JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES, INC.;  
BOWLING GREEN CAPITAL  
MANAGEMENT LLC; LAGOON  
INVESTMENTS, INC.; ROAR OF THE  
LION FITNESS, LLC; 444 GULF OF  
MEXICO DRIVE, LLC; 4064 FOUNDERS  
CLUB DRIVE, LLC; 6922 LACANTERA  
CIRCLE, LLC; 13318 LOST KEY PLACE,  
LLC; and 4 OAKS LLC,

Relief Defendants.

\_\_\_\_\_ /

**ORDER**

Before the Court is the Receiver’s Unopposed Verified Motion for Approval of Private  
Sale of Real Property Located in Manatee County, Florida – Specifically, 16904 Vardon Terrace

Unit #106, Bradenton, Florida 34211 (the “Motion”) (Dkt. \_\_\_\_). The United States of America having consented to the relief requested by the Receiver in the Motion, upon due consideration of the Receiver’s powers as set forth in the Consolidated Order and its predecessors (Dkts. 7, 44 and 177), the consent of the United States of America, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 16904 Vardon Terrace Unit #106, Bradenton, Florida 34211, also known as Manatee County Property Appraiser’s Parcel Number: 581545959, pursuant to the Purchase and Sale Agreement attached as Exhibit \_\_\_\_ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver empowered via this order will be conveying not only all the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the US District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to \_\_\_\_\_ free and clear of all claims, liens, and encumbrances(including without limitation the interest of the Receiver and the interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the U.S. District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019), by way of a Receiver’s Deed, pursuant to Purchase and Sale Agreement.



**DONE** and **ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of \_\_\_\_\_ 2020.

---

VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**  
Counsel of Record

**EXHIBIT 2 TO RECEIVER'S DEED**

**LEGAL DESCRIPTION**

Unit 418, in Building 4, of Phase 2 of Terrace II at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2701, Page 3655, of the Public Records of Monroe County, Florida, as amended.

**EXHIBIT C TO PURCHASE AND SALE AGREEMENT**

**CONSENT OF THE UNITED STATES MARSHALS SERVICE**

The United States of America through Wes Newbold of the United States Marshals Service hereby consents to the sale of the Property pursuant to the terms and conditions set forth in the Purchase and Sale Agreement to which this consent is attached.



6-30-2020

---

Wes Newbold  
Chief  
Asset Management  
Asset Forfeiture Division  
US Marshals Service  
703-740-3970 direct  
202-738-3290 cell  
[wesley.newbold@usdoj.gov](mailto:wesley.newbold@usdoj.gov)

December 13, 2019

RE: 16904 Vardon Terrace #106, Lakewood Ranch, FL 34211

Thank you for the opportunity to provide an opinion of value for the property located at 16904 Vardon Ter, #106 Lakewood Ranch, FL 34211.

The following are sales of comparable properties within Lakewood National which reflect the current market for this type of property.

- 16804 Vardon Terrace, # 205 built in 2017 last sale February 2019 for \$183,000. This was not new construction.
- 16706 Vardon Terrace, # 304 built in 2017 last sale January 2019 for \$180,000. This was not new construction.
- 16814 Vardon Terrace, # 106 built in 2018 last sale May 2018 for \$185,000. This was new construction.
- 17118 Vardon Terrace, # 104 built in 2018 last sale February 2019 for \$179,000. This was new construction.

Based on the review of recent sales in comparison to the subject property, I would suggest a sale price in the range of \$179,999 to \$185,000.

Please don't hesitate to call with any questions or if you need further information. My cell number is 941-894-7771.

Regards,

*Pam Plummer-Nelson*

Fine Properties

# Summary of Comparable Properties

## Sold Listings

ADDRESS	SOLD DATE	BEDS	BATHS	YRBLT	SQFT	LOT SIZE	\$ PER SQFT	PRICE
17118 VARDON TERRACE 104	2/26/19	2	2.00	2018	1,120	-	\$161	\$179,999
16804 VARDON TERRACE 205	2/26/19	2	2.00	2017	1,121	-	\$163	\$183,000
16814 VARDON TERRACE 106	5/2/18	2	2.00	2018	1,142	-	\$162	\$185,000
16706 VARDON TERRACE 304	1/22/19	2	2.00	2017	1,107	-	\$163	\$180,000

## Averages

STATUS	SQFT	LOT SIZE	\$ PER SQFT	PRICE
 Sold Listings	1,122	-	\$162	\$182,000

**Price Analysis Report**

Property Type is 'Residential'

Number of Properties :

4

Price Range	Quantity	Average DOM
\$49,999 or Under	0	0
\$50,000 - \$99,999	0	0
\$100,000 - \$149,999	0	0
\$150,000 - \$199,999	4	80
\$200,000 - 249,999	0	0
\$250,000 - \$299,999	0	0
\$300,000 - \$349,999	0	0
\$350,000 - \$399,999	0	0
\$400,000 - \$499,999	0	0
\$500,000 - \$599,999	0	0
\$600,000 - \$699,999	0	0
\$700,000 - \$799,999	0	0
\$800,000 - \$899,999	0	0
\$900,000 - \$999,999	0	0
\$1,000,000 or over	0	0
<b>Total</b>	<b>4</b>	<b>80</b>

Summary	List Price	Sale Price
<b>High</b>	\$194,900	\$185,000
<b>Low</b>	\$185,000	\$179,999
<b>Average</b>	\$189,200	\$182,000
<b>Median</b>	\$188,450	\$181,500

<b>Search Criteria</b>
------------------------

MLS Number is one of a4418256, a4409436, a4402181, t3143197, a4207042 Property Type is 'Residential'

Presented By: Pam Plummer-Nelson



**Address:** 16904 VARDON TERRACE, #205, BRADENTON, FL 34211  
**Subdivision:** UNIT 225, BLDG 2, TERRACE I AT LAKEWOOD NATIONAL P  
**Status:** Sold  
**County:** Manatee  
**Beds/Baths:** 2/2/0  
**Total Acreage:**  
**Pool:** Community  
**Gar/Parking:**  
**Water Access:** No  
**Water Name:**  
**Water Ft:** 1  
**Sold Price:** \$183,000.00  
**Tax ID:** 581533359  
**MLS #:** A4418256  
**List Price:** \$189,900  
**SqFt Ht:** 1,121  
**SF Source:** Public Records  
**Garage:** No **Attch:** **Spes:**  
**Water Front:** Yes-Lake  
**Water View:** Yes-Lake  
**Water Extras:** No  
**Sold Date:** 02/26/2019

**Year Built:** 2017  
**ADOM:** 91  
**CDOM:** 91  
**LP/SqFt:** \$169.40  
**Carport:** Yes **Spes:** 1  
**Taxes:** \$0

**SP/SqFt:** \$163.25



**Address:** 16706 VARDON TER, #304, LAKEWOOD RANCH, FL 34211  
**Subdivision:** LAKEWOOD NATIONAL  
**Status:** Sold  
**County:** Manatee  
**Beds/Baths:** 2/2/0  
**Total Acreage:**  
**Pool:** Community  
**Gar/Parking:** Assigned Parking, Covered  
**Water Access:** No  
**Water Name:**  
**Water Ft:** 0  
**Sold Price:** \$180,000.00  
**Tax ID:** 581532009  
**MLS #:** A4409436  
**List Price:** \$194,900  
**SqFt Ht:** 1,107  
**SF Source:** Builder  
**Garage:** No **Attch:** No **Spes:**  
**Water Front:** No  
**Water View:** Yes-Lake  
**Water Extras:** No  
**Sold Date:** 01/22/2019

**Year Built:** 2017  
**ADOM:** 159  
**CDOM:** 159  
**LP/SqFt:** \$176.06  
**Carport:** Yes **Spes:** 1  
**Taxes:** \$2,613

**SP/SqFt:** \$162.60



**Address:** 16814 VARDON TER, #106, BRADENTON, FL 34211  
**Subdivision:** TERRACE II AT LAKEWOOD NATIONAL PH I OR2  
**Status:** Sold  
**County:** Manatee  
**Beds/Baths:** 2/2/0  
**Total Acreage:**  
**Pool:** Community  
**Gar/Parking:** Assigned Parking, Covered  
**Water Access:** No  
**Water Name:**  
**Water Ft:** 0  
**Sold Price:** \$185,000.00  
**Tax ID:** 0581538309  
**MLS #:** A4402181  
**List Price:** \$185,000  
**SqFt Ht:** 1,142  
**SF Source:** Public Records  
**Garage:** No **Attch:** **Spes:**  
**Water Front:** No  
**Water View:** Yes-Lake  
**Water Extras:** No  
**Sold Date:** 05/02/2018

**Year Built:** 2018  
**ADOM:** 0  
**CDOM:** 0  
**LP/SqFt:** \$162.00  
**Carport:** Yes **Spes:** 1  
**Taxes:** \$0

**SP/SqFt:** \$162.00



**Address:** 17118 VARDON TER, #104, LAKEWOOD RANCH, FL 34211  
**Subdivision:** LAKEWOOD NATIONAL  
**Status:** Sold  
**County:** Manatee  
**Beds/Baths:** 2/2/0  
**Total Acreage:**  
**Pool:** Community  
**Gar/Parking:** Covered Parking, Guest Parking  
**Water Access:** No  
**Water Name:**  
**Water Ft:** 0  
**Sold Price:** \$179,999.00  
**Tax ID:** 17118VARDONTER104  
**MLS #:** T3143197  
**List Price:** \$187,000  
**SqFt Ht:** 1,120  
**SF Source:** Builder  
**Garage:** No **Attch:** No **Spes:**  
**Water Front:** No  
**Water View:** Yes-Lake, Pond  
**Water Extras:** No  
**Sold Date:** 02/26/2019

**Year Built:** 2018  
**ADOM:** 70  
**CDOM:** 70  
**LP/SqFt:** \$166.96  
**Carport:** Yes **Spes:** 1  
**Taxes:** \$250

**SP/SqFt:** \$160.71



# 17118 VARDON TERRACE 104

Lakewood Ranch, FL 34211

MLS #T3143197

**\$179,999****SOLD** 2/26/19**2 Beds 2.00 Baths****Year Built 2018****1,120 Sq. Ft. (\$161 / sqft)****Days on market: 70**

Pam Plummer-Nelson



# 16804 VARDON TERRACE 205

Bradenton, FL 34211

MLS #A4418256

**\$183,000****SOLD** 2/26/19**2 Beds 2.00 Baths****Year Built 2017****1,121 Sq. Ft. (\$163 / sqft)****Days on market: 91**

Pam Plummer-Nelson



# 16706 VARDON TERRACE 304

Lakewood Ranch, FL 34211

MLS #A4409436

**\$180,000**

**SOLD** 1/22/19

**2 Beds 2.00 Baths**

**Year Built 2017**

**1,107 Sq. Ft. (\$163 / sqft)**

**Days on market: 159**



Pam Plummer-Nelson



8141 Lakewood Main Street, Suite 101  
Lakewood Ranch, FL 34202  
o 941.907.9541  
premiersothebysrealty.com

December 16, 2019

Ms. Lisa Sullivan, Realtor  
Coldwell Banker  
The Thorn Collection  
598 Indian Rocks Road  
Belleair Bluffs, FL 33770

Dear Lisa:

Thank you for the opportunity to provide my opinion, as a Realtor, of the home at 16904 Vardon Terrace, #106, Lakewood Ranch, FL 34211. Below is a short observation of the property, the development and the potential value in relation to others in the development.

- It is in the golfing community of Lakewood National, built by Lennar Homes. Lakewood National is a gated community providing a resort-style lifestyle with an elegant clubhouse, beach entry lagoon pool with waterfalls, fitness center, full-service spa, 37 holes of golf, tennis, pickleball courts and poolside dining.
- Lakewood National's location is ideal with proximity to Lakewood Ranch, downtown Sarasota and the beaches. Lakewood National has several offerings of single-family homes, Veranda, Terrace and Coach Homes.
- The above property is one of the Terrace homes. Lennar offered 3 floor plans ranging from 1120 square feet to 1301 square feet. The above property is located on a lake as are the others I have referenced below.
- The Terrace homes all have assigned parking spaces.
- After reviewing other properties that have sold in the development within the last 6 months, I have included several properties that I believe accurately reflect the value of the home.
- 17510 Gawthrop Dr., #403. It is a Terrace home with 1120 square feet. It is new construction built in 2019. It sold for \$188,000 on November 28, 2019 at \$167.86 per square foot. It presented upgraded kitchen granite and cabinetry.
- 17118 Vardon Terrace, #205. It is a Terrace home with 1120 square feet. It is again new construction built in 2019. It sold for \$198,000 on July 15, 2019 at \$176.79 per square foot. It also had the newer upgraded packages.



- 17510 Gawthrop Dr., #202. It is a Terrace home with 1154 square feet. It was built in 2019. It sold on November 28, 2019 at \$204,999 at \$177.64 per square foot. It also offered at \$10,000 closing credit to the purchaser.

The subject property was built in 2017, offering 1142 square feet at \$166.37 per square feet. It has no offer of a contribution to closing costs and does not have the latest interior features that the new properties are offering purchasers. It's current price per square foot of \$166.37 is just below the newer homes that are being offered. Competing with new construction is difficult at times due to incentives, selecting personal preferences for options, etc. Regarding the subject property, in my opinion a sales price of between \$180,000 to \$185,000 would be reasonable.

Please don't hesitate to contact me with any questions or if you need further information. My cell number is 941/524-2727 and my e-mail is [lisa@marthathorn.com](mailto:lisa@marthathorn.com).

Thank you.

Sincerely,



Glo Reber,

Realtor

CRS, CIPS, SRES, E-Pro

Member of Institute for Luxury Marketing

Premier Sotheby's International Realty

[Glo.Reber@premiersir.com](mailto:Glo.Reber@premiersir.com)

941.400.5384

December 16, 2019

RE: [16904 VARDON TER, #106, LAKEWOOD RANCH FL 34211](#)

Thank you for the opportunity to provide our opinion of value for the property referenced above. Based on my review of the property, I would offer the following observations about the property and its potential value:

The property is located in LAKEWOOD RANCH- known for Award-Winning New Homes in 17 Actively-Selling Villages, Each with its own Style & Amenities. A-Rated Schools, Sports Campus, Farmer's Market, 365 Days of Activities, Parks & Trails.

The property is known for its Amenities and Golf, An Arnold Palmer Design that features 36 holes of Championship golf right in the heart of Lakewood Ranch. Other amenities include grand clubhouse, State-of-the-art fitness center, lighted clay tennis courts, beach entry lagoon pool, casual poolside dining, Full-service spa, and pickle ball courts.

The property is part of a condominium association comprised of Condos, Verandas, Coach homes & Single family homes. Covering 900 acres of land, set to have 1,547 housing units in total.

The property comes with designated parking spots and enjoys ample on-site parking.

The highest and best use for this property is owner occupied units that also allow the units to be Rented out, with a minimum stay of one month. The Amenity and golf membership can be transferred over to the renter for a fee of \$200. Which brings this as a huge draw during season.

Reviewing the current market information, this property is in high demand and re-sale market is low due to this. New construction is commencing, but availability is few months out. The following are sales of properties in Lakewood National Condos which reflect the current market for this type of property.

- [17108 VARDON TERRACE UNIT #204, LAKEWOOD RANCH FL 34211](#), 1,120 SqFt, Sold 1/25/2019 for \$175,000
- Or \$156.25 SqFt. Higher Floor adds more value to units.
  
- [17118 VARDON TERRACE UNIT #104, LAKEWOOD RANCH FL 34211](#), 1,120 SqFt, Sold 2/26/2019 for \$179,999
- Or \$160.71 SqFt. Same floor as subject property
  
- 17510 GAWTHROP DRIVE UNIT #403, LAKEWOOD RANCH FL 34211, 1,120 SqFt, Sold 11/28/2019 for \$188,000
- Or \$167.86 SqFt. This is top floor and most valued.

Based on the review of recent sales in comparison to the subject property, its location and additional demand A Sales price in the range of \$180,000 to \$190,000. Built in 2017 and non-furnished is the basis for the pricing, Units recently Sold with furnishings(turnkey) have sold for an evaluation of approx. \$15,000 higher.

Please don't hesitate to call me with any questions if you need further information.

My cell number is [941-929-3212](#).

Regards,

  
Joanna Petriccione  
Keller Williams Realty Select

NOTICE OF SALE

16904 Vardon Terrace Unit #106  
Bradenton, Florida 34211

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as the Court-appointed Receiver in COMMODITY FUTURES TRADING COMMISSION v. OASIS INTERNATIONAL GROUP, LTD., ET AL., CASE NO: 8-19-CV-886-T-33SPF (M.D. Fla.), will conduct a private sale of the property located at 16804 Vardon Terrace, #106, Bradenton, FL 34211 to Richard J. Valentine and Sandra M. Valentine for \$184,000. The sale is subject to approval by the United States District Court. Pursuant to 28 U.S.C. § 2001, bona fide offers that exceed the sale price by 10% must be submitted to the Receiver within 10 days of the publication of this notice. All inquiries regarding the property or the sale should be made to the Receiver at (813) 347-5100.

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

COMMODITY FUTURES TRADING  
COMMISSION,

Case No. 19-CV-886-T-33SPF

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,  
LIMITED; OASIS MANAGEMENT, LLC;  
SATELLITE HOLDINGS COMPANY;  
MICHAEL J DACORTA; JOSEPH S.  
ANILE, II.; RAYMOND P MONTIE III;  
FRANCISCO "FRANK" L. DURAN; and  
JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES, INC.;  
BOWLING GREEN CAPITAL  
MANAGEMENT LLC; LAGOON  
INVESTMENTS, INC.; ROAR OF THE  
LION FITNESS, LLC; 444 GULF OF  
MEXICO DRIVE, LLC; 4064 FOUNDERS  
CLUB DRIVE, LLC; 6922 LACANTERA  
CIRCLE, LLC; 13318 LOST KEY PLACE,  
LLC; and 4 OAKS LLC,

Relief Defendants.

\_\_\_\_\_ /

**ORDER**

Before the Court is the Receiver's Verified Motion for Approval of Private Sale of Real Property – Specifically, 16904 Vardon Terrace Unit #106 in Bradenton, Florida (the "Motion") (Dkt. \_\_\_\_). The United States of America having consented to the relief requested by the Receiver in the Motion, upon due consideration of the Receiver's powers as set forth in the Consolidated Order and its predecessors (Dkts. 7, 44 and 177), the consent of the United States of America, and

applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 16904 Vardon Terrace Unit #106, Bradenton, Florida 34211, also known as Manatee County Property Appraiser's Parcel Number: 581545959, pursuant to the Purchase and Sale Agreement attached as Exhibit 1 to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver empowered via this order will be conveying not only all the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the US District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to Richard J. Valentine and Sandra M. Valentine free and clear of all claims, liens, and encumbrances (including without limitation the interest of the Receiver and the interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the U.S. District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019), by way of a Receiver's Deed, pursuant to Purchase and Sale Agreement.

**DONE** and **ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of \_\_\_\_\_ 2020.

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VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**  
Counsel of Record