

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

**Blue Sheet No. 20061752**

**1. ACTION REQUESTED/PURPOSE:** Authorize: (1) Approval of the purchase of parcel 2 - Michaela's Snook Inn an improved parcel containing approximately 6200 sq. ft. located at the south end of Matlacha for the Matlacha Bridge Project No. 5904; (2) The chair on behalf of the Board of County Commissioners to execute the Purchase Agreement in the amount of \$850,000; (3) Payment of necessary costs and fees to close; (4) Division of County Lands to handle and accept all documentation necessary to complete this transaction, (5) Approval of the transfer from CIP Ad Valorem Reserves (301) in the amount of \$900,000 and amend the FY07-11 Capital Improvement Program. FUND: CAPITAL IMPROVEMENTS FUND; PROGRAM: CAPITAL IMPROVEMENT; PROJECT: MATLACHA PASS BRIDGE

**2. WHAT ACTION ACCOMPLISHES:** The voluntary acquisition of one of the properties recommended by Lee County DOT as part of the Matlacha Bridge Realignment Project.

**3. MANAGEMENT RECOMMENDATION:** Approve

**4. Departmental Category:** 6

**CGA**

**5. Meeting Date:** Date Critical January 30, 2007

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose: (specify)**

- Statute 125
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department \_\_\_\_\_ Independent  
 Division \_\_\_\_\_ County Lands  
 By: Karen L.W. Forsyth, Director *KLF*

**9. Background:**

Negotiated for: Lee County Department of Transportation.

Interest to Acquire: Fee simple interest ( $\pm$  6200 SF); an improved commercial property.

Property Details:

**Owner:** Michaela's Snook Inn, Inc. a Florida for profit corporation.  
**Address:** 4445 Pine Island Road Matlacha, FL. 33993  
**STRAP No.** 24-44-22-00-00020.0000

Purchase Details:

**Purchase Price:** \$850,000  
**Costs to Close:** Approximately \$4,000 (Survey and ESA - Phase 1)

1) The property owner originally required \$999,000 for the property. However, through negotiations, he has now agreed to accept \$850,000 less approximately \$21,250 in commission to be credited at closing plus Seller pays approximately \$10,500 for Title Insurance and Document Stamps.

Appraisal Information: \$775,000.

**Company:** Carlson, Norris and Associates, Inc

Staff Recommendation: Staff recommends the acquisition of the property. This parcel provides the County with a multi use parcel, to include additional parking and restroom accommodations for public recreational opportunities.

Account: 20590430100.506110

Attachments: Purchase Agreement, Affidavit of Interest, Request for Transfer of Funds, Location Map, Updated Title Report, Appraisal Summary, Sales History.

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>K. Forsyth</i>			<i>SAD 1/2 and 1-12</i>	<i>[Signature]</i>	Analyst <i>[Signature]</i> 1-16-07	Risk <i>[Signature]</i> 1-16-07	Grants <i>[Signature]</i> 1/16/07	Mgr. <i>[Signature]</i> 1/16/07	<i>[Signature]</i> 1-18-07

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *mp.*  
1/14/07 12:45  
 COUNTY ADMIN FORWARDED TO: *mp.*  
1/18/07 11:00  
*PR*

PROPERTY FORWARDED TO COUNTY MANAGER  
1/16/07

Rec. by CoAtty  
 Date: 1/12/07  
 Time: 4:30pm  
 Forwarded To:

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Capital Improvement Fund      DATE: 01/11/07      BATCH NO. \_\_\_\_\_

FISCAL YEAR: 06/07      FUND #: 30100      DOC TYPE: YB      LEDGER TYPE: BA

TO: Capital Projects      DOT Capital Projects  
       (DIVISION NAME)      (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20590430100.506540	Construction - Improvements	\$ 900,000
TOTAL TO:		\$ 900,000

FROM: Non-Departmental      Reserves  
       (DIVISION NAME)      (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890130100.509930	Reserves for Future Capital Outlays	\$ 900,000
TOTAL FROM:		\$ 900,000

EXPLANATION: Transfer budget from Capital Improvement Fund Reserves to pay for the acquisition of the Snook Inn on Matlacha.

DIVISION DIRECTOR SIGNATURE	DATE		1-12-07
DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>			1-16-07
APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>			1/16/06
CO. ADMIN.: APPROVAL _____ DENIAL _____		CO. ADMIN. SIGNATURE	DATE
BCC APPROVAL DATE _____		BCC CHAIRMAN SIGNATURE	

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_

REV. 05/93

This document prepared by

Lee County  
County Lands Division  
Project: Matlacha Bridge Realignment Project No. 5904  
Parcel No. 2: Michaela's Snook Inn  
STRAP No.:24-44-22-00-00020.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 21 day of December, 2004 by and between Michaela's Snook Inn, Inc., hereinafter referred to as SELLER, whose address is 2367 Second Street Matlacha, Florida 33993, 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, all rights, title and interest in a parcel of land consisting of 6200 square feet more or less, and located at 4445 Pine Island Road NW Matlacha, Florida 33993 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property" This property will be acquired for County use during bridge construction, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Eight Hundred Fifty Thousand (\$850,000), payable at closing by County Warrant.
- 3. EVIDENCE OF TITLE:** SELLER will obtain at SELLER'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

*FW*

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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) 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;
- (e) payment of partial release of mortgage fees, if any;
- (f) 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.

*FWJ*

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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL, MOLD, ASBESTOS, STRUCTURAL AND MECHANICAL AUDITS:** Prior to Closing, BUYER will have 60 days from the date this agreement is made, to perform or have performed, at the BUYER's expense, such environmental, mold, asbestos, and/or structural and mechanical audits of the Property. If the audits identify any material environmental, mold, asbestos, and/or structural and mechanical conditions not acceptable 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. If the results of the environmental audit requires additional sampling or testing of the Property, SELLER agrees to extend the due diligence period to allow for the investigation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby 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 ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

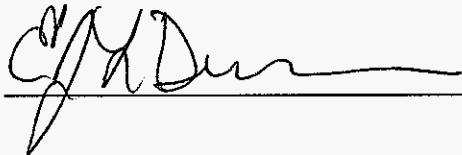


16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

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

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

WITNESSES:


  
\_\_\_\_\_

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

Michaela's Snook Inn  
A Florida Corporation

By:   
\_\_\_\_\_  
Frank Valenti (DATE)  
Its: Managing Member

12-21-06

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
CHAIR OR VICE CHAIR

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

### Exhibit "A"

A lot or parcel of land lying and being situate in Section 24, Township 44 South, Range 22 East, Lee County, Florida, more particularly described as follows:

From the Southwest corner of Section 24, Township 44 South, Range 22 East, on Little Pine Island, run North 2° 14' West along the West line of said Section for 1,050.40 feet to a point in the centerline of State Road No. 78 (formerly No. 183); thence run Northeasterly along the centerline of said State Road No. 78 as described in Easement Deeds from Trustees of Internal Improvement Fund to the State Road Department recorded in Deed Book 145, at Page 137, and Deed Book 178, at Page 252, Public Records of Lee County, Florida, for 3,714.16 feet to the Point of Beginning of the lands herein described. From said Point of Beginning run South 37° 29' West along said centerline of State Road No. 78 for 100 feet; thence run South 62° 31' East perpendicular to said centerline for 100 feet, more or less, to the Southeasterly face of a wooden seawall and the waters of Matlacha Pass; thence run Northeasterly along said seawall and waters parallel with the centerline of said State Road for 100 feet; thence run North 62° 31' West perpendicular to said centerline to the Point of Beginning. EXCEPTING THEREFROM, Road Right-of-Way.



# Exhibit "B"

## Listing Summary

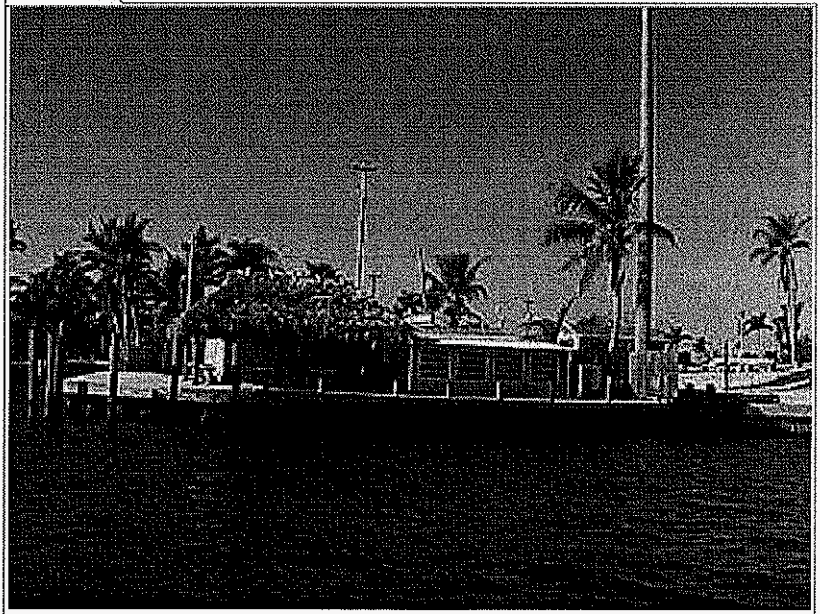
**Listing #200613011**      **4445 NW Pine Island Rd, Matlacha, FL 33993 \***    **Active** (02/03/06)    **DOM: 320**  
**\$999,000 (LP)**      **Beds:**      **Baths: (FH)\***    **Sq Ft: 2930\***    **Lot Sz: 0.230ac**  
**Price/SqFt: 340.96**      **GEO Area: PI03-matlac**      **Yr: 1939\***

### Remarks

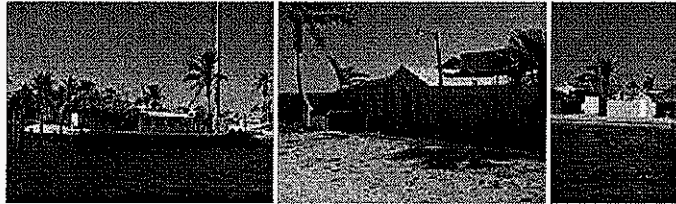
Commercial Property with breath taking views of Matlacha Pass. Steps from The Fishing-est Bridge in Florida. Fully equipped as a restaurant but there are many possibilities for other uses. Deep water frontage, 170' dock seawall frontage, great visibility, high traffic and pedestrian count. Preliminary submerged land lease with additional dockage possible. Many improvements including new tiki hut, seawall, docks, roof, plumbing, electric. Be a part of the exciting renaissance of this historic fishing village. Topographical and land surveys, bridge

Picture

Report Listing Violation



### Additional Pictures



### Pictures (10)

### Attached Docs

See Map

<b>Agent</b>	Betsy Dunn (ID: F3003916) Primary:239-283-5450 Secondary:239-287-4498		
<b>Office</b>	Gulf Access Realty (ID:FDUNN) Phone: 239-283-5450, FAX: 239-283-5470		
<b>Property Type</b>	Commercial	<b>Property Subtype(s)</b>	Retail - Commercial
<b>Status</b>	Active (02/03/06)		
<b>Status Type</b>	Resale Property		
<b>GEO Area</b>	PI03 - matlac		
<b>County</b>	Lee	<b>PID</b>	24442200000200000
<b>Year Built</b>	1939*		
<b>Directions To Property</b>	Pine Island Road to Matlacha. On west side of draw bridge.		
<b>Showing Instructions</b>	Call Listing Office, Sign On Property, Vacant		

### Confidential Showing Instr.

**Contact Sllr to Show**      No  
**Sllr Info on Sign**      No

<b>Legal Description</b>	Parl In Sec 24 As Desc In Or 1271/0556			
<b>Owner Name</b>	Michaelas Snook Inn Inc &	<b>Owner Phone</b>		
<b>Listing Date</b>	02/03/06			
<b>Listing Type</b>	Excl Right to Sell			
<b>Commission</b>	<b>Trans Broker Comp</b>	<b>Buyer / Single Agent</b>	<b>Non-Rep Comp</b>	<b>Variable Rate Commis</b>
	2.5 %	2.5 %	2.5 %	No
<b>Publish To Internet</b>	Yes			
<b>DOM</b>	320			

### Property Type

<b>Bonus Amount</b>	0.00
<b>List Price Desc.</b>	Asking Price
<b>Commercial Type</b>	Buisness w/Property
<b>Transaction Type</b>	Sale
<b>Property Use</b>	All of the above
<b>Tenancy</b>	Single

*RW*

## Special Conditions

### **1. Purchase price based upon square footage of property and based on survey**

The purchase price of \$850,000 is based upon a stated square footage by SELLER of 6200 square feet. Said square footage will be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net square footage is less than 6200 square feet the purchase price will be adjusted downwards accordingly at the agreed per square foot price of \$137 per square foot.

### **2. Removal of refuse**

SELLER, at their expense, are to remove all refuse, clean up areas and dispose of said items and refuse off site in accordance with Governmental regulations.

### **3. No Removal of furniture, fixtures, etc.**

In consideration of purchase and sale of the subject property, the contents of the property as described in, but not limited to the itemized list attached as Exhibit C and supported by the virtual tour taken December 21, 2006, may not be removed.

### **4. Allow entry to improved property prior to closing**

Upon the BUYER's written acceptance of this agreement, SELLER(s) hereby give permission allowing entry to the premises by BUYER, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the BUYER taking possession of the property.

### **5. Pre-closing Inspection (unauthorized removal of fixtures)**

BUYER's will inspect the building and all other real property and improvements prior to closing. Removal of any fixture(s) prior to closing may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant will survive closing.

### **6. BUYER to Receive Buyer Agent Commission**

BUYER to receive the 2.5% Buyer Agent commission as documented in the Realtor Association of Greater Fort Myers and The Beach, Inc. MLS (Listing Number 200613011 Page 1) dated December 20, 2006 (Exhibit B). The commission is to be applied as a credit at close.

MSI Contents 12-21-06 -

↓  
Further  
described  
by  
photos  
taken  
at same  
date

Walkin Free Standing Freezer/cooler.  
Fire suppression system  
TRUE 2 DOOR DELI COOLER  
NEW NSF 3 DOOR DELI COOLER

**DKI Hut**

Single door glass refrigerator  
manitowoc icemaker  
3' Butcher Block prep table.  
6 lg. pots  
mixing Bowls  
plates, glassware silverware  
7 Large pots, sheet pans  
Kenmore microwave  
scale, stainless steel inserts, plastic inser  
Standard refrigerator.  
APW 3' grill  
3' Imperial deep fry  
5' American Range  
6' Butcher Block counter  
5 Umbrellas  
2<sup>unit</sup> coffee maker - Bunn  
2<sup>unit</sup> ice tea server Bunn  
15 Pitchers  
3 Bay sink  
DAR Sink  
Vista Serve Dishwasher  
True 3 DR. BEER Dispenser.

3- Window treatments  
6- Mirrors  
Cash register

FW

P 1 of 2  
EQX/DK

MSI Contents Continued

Cash register

ice "holding chest."

4' igloo cooler.

Security camera

6' single dr. Soda cooler

18 Booths

16 tables

4 BAR STOOLS.

27 Plastic patio chairs

FW

P 2 of 2  
EQ/RS/PK

STRAP: 24-44-22-0-00020.0000  
Project: Matlacha Bridge Project No. 5904

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Michaela's Snook Inn Inc., a Florida Corporation  
4445 Pine Island Road Matlacha, FL. 33993

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Catherine L. Valenti (aka Catherine Larned) Trust
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: \_\_\_\_\_

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

[Signature]  
Witness Signature

Deborah Stiger  
Printed Name

[Signature]  
Witness Signature

PABLA BERNARDES  
Printed Name

Michaela's Snook Inn, Inc.  
A Florida Corporation

[Signature]  
Signature of Affiant  
Frank Valenti  
Its: Managing Member

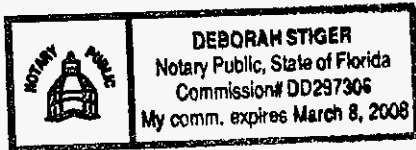
Affidavit of Interest in Real Property  
Parcel: #2  
STRAP: 24-44-22-0-00020.0000  
Project: Matlacha Bridge No. 5904

STATE OF FL

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 3rd day of January, 2007 by  
Frank Valenti  
(name of person acknowledged)

(SEAL)



Deborah Stiger  
(Notary Signature)

Deborah Stiger  
(Print, type or stamp name of Notary)

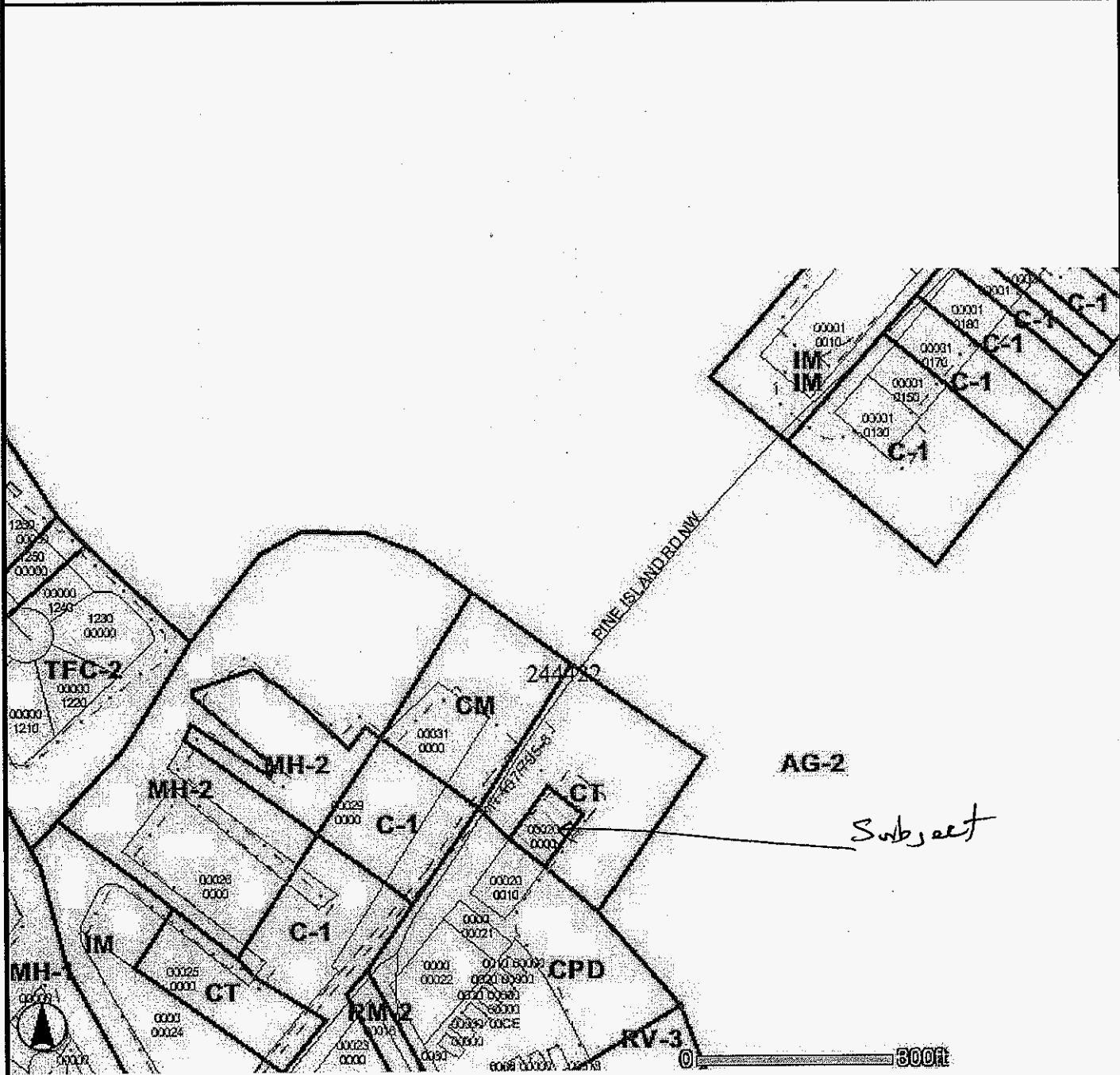
Personally known   
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit "A"**

A lot or parcel of land lying and being situate in Section 24, Township 44 South, Range 22 East, Lee County, Florida, more particularly described as follows:

From the Southwest corner of Section 24, Township 44 South, Range 22 East, on Little Pine Island, run North 2° 14' West along the West line of said Section for 1,050.40 feet to a point in the centerline of State Road No. 78 (formerly No. 183); thence run Northeasterly along the centerline of said State Road No. 78 as described in Easement Deeds from Trustees of Internal Improvement Fund to the State Road Department recorded in Deed Book 145, at Page 137, and Deed Book 178, at Page 252, Public Records of Lee County, Florida, for 3,714.16 feet to the Point of Beginning of the lands herein described. From said Point of Beginning run South 37° 29' West along said centerline of State Road No. 78 for 100 feet; thence run South 62° 31' East perpendicular to said centerline for 100 feet, more or less, to the Southeasterly face of a wooden seawall and the waters of Matlacha Pass; thence run Northeasterly along said seawall and waters parallel with the centerline of said State Road for 100 feet; thence run North 62° 31' West perpendicular to said centerline to the Point of Beginning. EXCEPTING THEREFROM, Road Right-of-Way.

### Michaela's Snook Inn



- Se
- Blk
- Lot
- Co
- Co
- Pa
- Pa
- Co
- Co
- Co
- Hy
- Rd
- To
- To
- Se
- Zon
- Cit
- Ban
- Cas
- For
- San
- Tax



**Division of County Lands**

**In House Title Search**

Search No. 24-44-22-00-00020.0000

Date: ~~June 29, 2006~~ December 29, 2006

Parcel: 2

Project: Matlacha Bridge Project #5904

PK

To: Robert G. Clemens, SR/WA  
Acquisition Program Manager

From: Bill Abramovich BA.  
Real Estate Title Examiner

STRAP: 24-44-22-00-00020.0000

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 12, 2006, at 5:00 p.m.

**Subject Property:** See attached Exhibit "A"

Title to the subject property is vested in the following:

**Michaela's Snook Inn, Inc.**

by that certain instrument dated December 30, 2002, recorded January 15, 2003, in Official Record Book 3823, Page 4550, Public Records of Lee County, Florida.

**Subject to:**

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Roadway Easements in Deed Book 145, Page 137 and Deed Book 178, Page 252, Public Records of Lee County, Florida.
3. Temporary Use Agreement in Instrument Number 2006000195547, Public Records of Lee County, Florida.
4. Mortgage executed by Manfred Reichardt in favor of Joseph N. Fernicola, dated February 2, 1999, recorded February 4, 1999, in Official Record Book 3072, Page 719, Public Records of Lee County, Florida.
5. Assignment of Rents, Leases, Profits and Contracts in Official Record Book 3072, Page 727, Public Records of Lee County, Florida.
6. 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.

## Division of County Lands

### In House Title Search

Search No. 24-44-22-00-00020,0000

Date: ~~June 29, 2006~~ December 20, 2006 *PK*

Parcel: 2

Project: Matlacha Bridge Project #5904

7. Resolution Designating Historic Resource in Official Record Book 2193, Page 69, Public Records of Lee County, Florida.

**Tax Status:** Taxes in the amount of \$5,526.29 have been paid on November 29, 2005.  
*(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

### In House Title Search

Search No. 24-44-22-00-00020.0000

Date: ~~June 27, 2006~~ December 20, 2006 PK

Parcel: 2

Project: Matlacha Bridge Project #5904

### Exhibit "A"

A lot or parcel of land lying and being situate in Section 24, Township 44 South, Range 22 East, Lee County, Florida, more particularly described as follows:

From the Southwest corner of Section 24, Township 44 South, Range 22 East, on Little Pine Island, run North 2° 14' West along the West line of said Section for 1,050.40 feet to a point in the centerline of State Road No. 78 (formerly No. 183); thence run Northeasterly along the centerline of said State Road No. 78 as described in Easement Deeds from Trustees of Internal Improvement Fund to the State Road Department recorded in Deed Book 145, at Page 137, and Deed Book 178, at Page 252, Public Records of Lee County, Florida, for 3,714.16 feet to the Point of Beginning of the lands herein described. From said Point of Beginning run South 37° 29' West along said centerline of State Road No. 78 for 100 feet; thence run South 62° 31' East perpendicular to said centerline for 100 feet, more or less, to the Southeasterly face of a wooden seawall and the waters of Matlacha Pass; thence run Northeasterly along said seawall and waters parallel with the centerline of said State Road for 100 feet; thence run North 62° 31' West perpendicular to said centerline to the Point of Beginning. EXCEPTING THEREFROM, Road Right-of-Way.

**CARLSON, NORRIS AND ASSOCIATES, INC.**  
**APPRAISAL-CONSULTATION-REALTORS**

**C. WILLIAM CARLSON, MAI, SRA**  
**STATE CERTIFIED GENERAL APPRAISER #0000667**

**J. LEE NORRIS, MAI, SRA**  
**STATE CERTIFIED GENERAL APPRAISER #0000643**

November 28, 2006

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

RE: Appraisal of Commercial Building  
4445 Pine Island Road NW  
Matlacha, Florida 33993  
Our File Number: 06-113

Dear Mr. Clemens:

At your request and authorization, Carlson, Norris & Associates, Inc. has prepared an appraisal presented in a **Summary Appraisal Report** of the market value for the above referenced real property. Per the request of the client, we have provided the market value of the subject on an "As Is" basis as of November 13, 2006. The interest appraised includes the fee simple estate of the subject property.

The property address is 4445 Pine Island Road NW, Matlacha, Florida. The site is rectangular in configuration and contains 6,231 square feet (0.143 acres), more or less. The property has been improved with one commercial building containing a total of 2,441 square feet of gross building area including 2,034 square feet of rentable area. The improvements were constructed in 1939.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. Any special assumptions and limiting considerations were especially noted in Section 7 of this report. Your attention is directed to these *General Assumptions and Limiting Conditions* which are part of this report.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the *Uniform Standards of Professional Appraisal Practice (USPAP)* of the Appraisal Foundation, the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, and Lee County - Division of County Lands' appraisal standards.

Carlson, Norris & Associates, Inc. does not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser signing this report.

Robert G. Clemens  
November 28, 2006  
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Based upon the results of the investigation and analyses contained in the following report, the market value of the fee simple interest of the subject "As Is" under market conditions existing November 13, 2006 is:

**SEVEN HUNDRED SEVENTY FIVE THOUSAND DOLLARS.....\$775,000.00**


Please refer to the attached appraisal report, plus exhibits, for documentation of the value estimates contained herein. It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if Carlson, Norris & Associates, Inc. can be of further service, please contact us.

Respectfully submitted,

CARLSON, NORRIS & ASSOCIATES, INC.



J. Lee Norris, MAI, SRA  
State Certified General Appraiser RZ643



Art Paus, Associate  
Registered Trainee Appraiser RI 15396

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# 5-Year Sales History

Parcel No. 24-44-22-00-00020.0000

Matlacha Bridge Project,  
No. 5904

Grantor	Grantee	Price	Date	Arms Length Y/N
Manfred Reichardt	Michaela's Snook Inn, Inc.	\$440,000	Dec 30, 2002	Yes