

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

**Blue Sheet No. 20050888**

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$114,000 for Parcels 339 and 339SDE, Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

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

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

**4. Departmental Category:** 6

*CLHH*

**5. Meeting Date:** *06-28-2005*

**6. Agenda:**

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

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

- Statute *73 & 125*
- Ordinance
- Admin. Code
- Other

**8. Request Initiated by:**

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

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Partial fee-simple interest and slope/drainage easement in an improved, single-family residential property.

Property Details:

**Owner:** Scotty and Wendy Heydolph  
**Property Address:** 24065 Whip O Will Lane, Bonita Springs  
**STRAP No.:** 14-47-25-B2-00200.0880

Purchase Details:

**Binding Offer Amount:** \$114,000  
**Estimated Closing Costs:** \$1,500

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$114,000 and commence Eminent Domain procedures.

Appraisal Information:

**Appraisal Firm:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$99,000

Staff Recommendation: Staff is of the opinion that the purchase price increase (\$15,000) above the appraised value, can be justified and may secure an agreement for the purchase of the necessary parcel without the full expense of an Eminent Domain action.

Account: 20404330709.506110

Attachments: Purchase and Sale Agreement, Appraisal Data, Title Data, Bonita Springs Recommendation, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
<i>[Signature]</i>			<i>DAO 6/15</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

- 11. Commission Action:**
- Approved
  - Deferred
  - Denied
  - Other

Rec. by CoAtty  
 Date: *6/15/05*  
 Time: *1:00*  
 Forwarded To: *[Signature]*

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 6/15/05  
 2:30  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
*[Signature]*

This document prepared by  
Lee County Division of County Lands  
Project: Three Oaks Parkway, 4043  
Parcel: 339, 339-SDE/Heydolph  
STRAP No.:14-47-25-B2-00200.0880

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

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_ day of \_\_\_\_\_, 2005 by and between SCOTTY HEYDOLPH and WENDI HEYDOLPH, husband and wife, hereinafter referred to as SELLER, whose address is 24065 Whip-O-Will Lane, Bonita Springs, FL 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a fee-simple parcel of land consisting of ±287.66 square feet, and located at 24065 Whip-O-Will Lane, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "A", and a perpetual, non-exclusive slope and drainage easement parcel consisting of ±1,578.28 square feet, and located at 24065 Whip-O-Will Lane, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "B", hereinafter collectively called "the Property." This Property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be One Hundred Fourteen Thousand Dollars(\$114,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and

represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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

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

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

- (a) A statutory warranty deed, a slope and drainage easement (the form of the easement is attached as Exhibit "X") and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;

- (d) payment of partial release of mortgage fees,  
if any;
- (e) SELLER'S attorney fees, if any.

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

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

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to the best of SELLER's knowledge, 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, to the best of SELLER's knowledge, 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.

**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:

SELLER:

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

\_\_\_\_\_  
SCOTTY HEYDOLPH (DATE)

WITNESSES:

SELLER:

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

\_\_\_\_\_  
WENDI HEYDOLPH (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



Exhibit "A"

July 30, 2004

Page 1 of 2

**THREE OAKS PARKWAY**

**PARCEL 339**

**PART OF TRACT 88  
SAN CARLOS ESTATES  
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

A tract or parcel being part of Tract 88, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northwest corner of said Northeast Quarter (NE-1/4) run S 82° 32' 57" E along the north line of said Northeast Quarter (NE-1/4) for 939.62 feet to the northeast corner of Tract 26 of said San Carlos Estates; thence run S 00° 13' 03" E for 329.94 feet to the northeast corner of said Tract 88; thence run N 82° 32' 57" W along the north line of said tract for 288.37 feet to the Point of Beginning.

From said Point of Beginning, departing said north line, run S 80° 29' 08" W for 44.50 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 13.10 feet to the northwest corner of said tract; thence run S 82° 32' 57" E along the north line of said tract for 44.31 feet to the Point of Beginning.

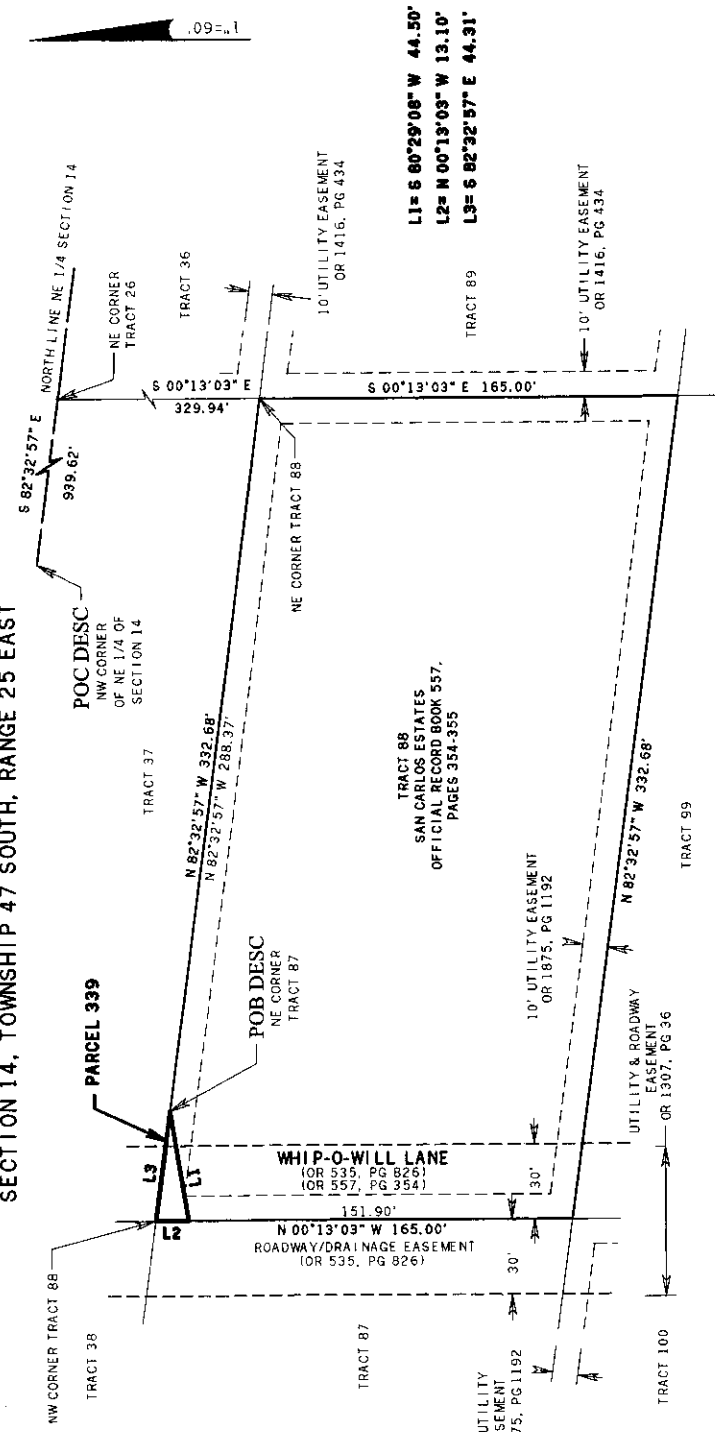
Containing 287.66 square feet or 0.01 acres more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear S 82° 32' 57" E.

20013033 Parcel 339



SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



**AREA TABLE**

OWNER	SCOTT & WENDI HEYDOLPH
STRAP NO.	14-47-25-82-00200.0880
AREA	SQUARE FEET
PARENT TRACT	54,401.32
TAKEN AREA	287.66
REMAINDER	54,113.66
	ACRES
	1.25
	0.01
	1.24

THIS IS NOT A SURVEY

*Mark G. Wentzel*  
 MARK G. WENTZEL (FOR THE FIRM LB 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247  
 DATE SIGNED: 11/30/04  
 NOT VALID WITHOUT THE SIGNATURE AND  
 THE ORIGINAL RAISED SEAL OF A FLORIDA  
 SURVEYOR AND MAPPER.

PARCEL 339 - THREE OAKS PARKWAY

**JOHNSON ENGINEERING**

215B JOHNSON STREET  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3661  
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 05-19-04  
 PROJECT NO.: 20013033  
 FILE NO.: 14-47-25  
 SCALE: 1"=60'  
 SHEET: 1 OF 2

PARCEL IN  
 SECTION 14, TOWNSHIP 47 SOUTH,  
 RANGE 25 EAST  
 CITY OF BONITA SPRINGS  
 LEE COUNTY, FLORIDA

Page 2 of 2

Exhibit A



**Exhibit "B"**

July 30, 2004

Page 1 of 2

**THREE OAKS PARKWAY**

**PARCEL 339-SDE**

**PART OF TRACT 88  
SAN CARLOS ESTATES  
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

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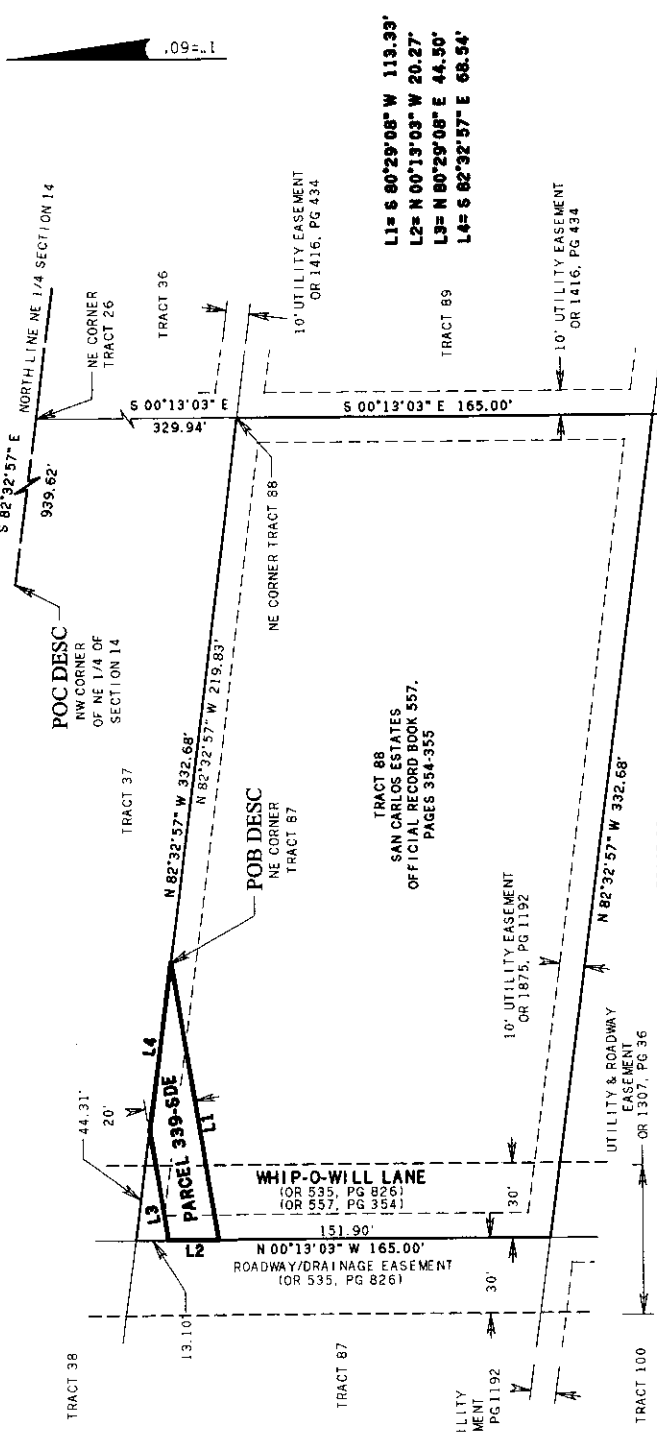
From said Point of Beginning, departing said north line, run S 80° 29' 08" W for 113.33 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 20.27 feet; thence, departing said west line, run N 80° 29' 08" E for 44.50 feet to an intersection with the north line of said tract; thence run S 82° 32' 57" E along said north line for 68.54 feet to the Point of Beginning.

Containing 1,578.28 square feet or 0.04 acres more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear S 82° 32' 57" E.

20013033 Parcel 339-SDE

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 82°32'57" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS
7. Δ = DELTA ANGLE
8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 1.578 SQUARE FEET (0.04 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

THIS IS NOT A SURVEY

*Mal G. Wentzel*

MARK G. WENTZEL (FOR THE FIRM LB 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247  
 DATE SIGNED: 5/30/04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

OWNER	STRAP NO.	AREA	SQUARE FEET	ACRES
SCOTT & WENDI HEYDOLPH	14-47-25-B2-00200-0880	PARENT TRACT	54,401.32	1.25
		TAKEN AREA	1,578.28	0.04

**JOHNSON**  
**ENGINEERING**

PARCEL 339SDE - THREE OAKS PARKWAY  
 20' SLOPE & DRAINAGE EASEMENT

2158 JOHNSON STREET  
 P. O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-9616  
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05-19-04	20013033	14-47-25	1"=60'	1 OF 2

PARCEL IN  
 SECTION 14, TOWNSHIP 47 SOUTH,  
 RANGE 25 EAST  
 CITY OF BONITA SPRINGS  
 LEE COUNTY, FLORIDA

Exhibit "B"  
 Page 2 of 2

**This instrument prepared by:**  
Lee County  
Division of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

**Exhibit "X"**

Page 1 of 5

Parcel: 339-SDE/Heydolph  
Project: Three Oaks Parkway South Extension/4043  
STRAP No.: 14-47-25-B2-00200.0880

**SLOPE/RESTORATION AND DRAINAGE EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
between SCOTTY HEYDOLPH and WENDI HEYDOLPH, husband and wife, whose address is  
24065 Whip-O-Will Lane, Bonita Springs, FL 34135, (Grantor), and LEE COUNTY, a political  
subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida  
33902-0398, (Grantee):

**WITNESSETH:**

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual, non-exclusive slope/restoration and drainage easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope and drainage facilities on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway, and to maintain stormwater drainage within the Easement Parcel.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration, and drainage purposes are not limited to a particular type, style, material or design.
4. Grantor may not construct or place any structures within the Easement Parcel. However, Grantor may install landscaping within the easement area, that does not prevent Grantee's permitted use of the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

**Slope/Rest./Drainage Easement**  
**Project: Three Oaks Pkwy South/4043**  
**Page 2 of 3**

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Grantor, has caused this document to be signed on the date first above written.

**TWO SEPARATE WITNESSES:**

As to Grantor:

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
SCOTTY HEYDOLPH

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

**TWO SEPARATE WITNESSES:**

As to Grantor:

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
WENDI HEYDOLPH

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Scotty Heydolph and Wendi Heydolph. They are personally known to me or have produced  
\_\_\_\_\_ as identification.

(type of identification)

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)



**Exhibit "X"**

Page 4 of 5

July 30, 2004

**THREE OAKS PARKWAY**

**PARCEL 339-SDE**

**PART OF TRACT 88  
SAN CARLOS ESTATES  
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

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From said Point of Beginning, departing said north line, run S 80° 29' 08" W for 113.33 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 20.27 feet; thence, departing said west line, run N 80° 29' 08" E for 44.50 feet to an intersection with the north line of said tract; thence run S 82° 32' 57" E along said north line for 68.54 feet to the Point of Beginning.

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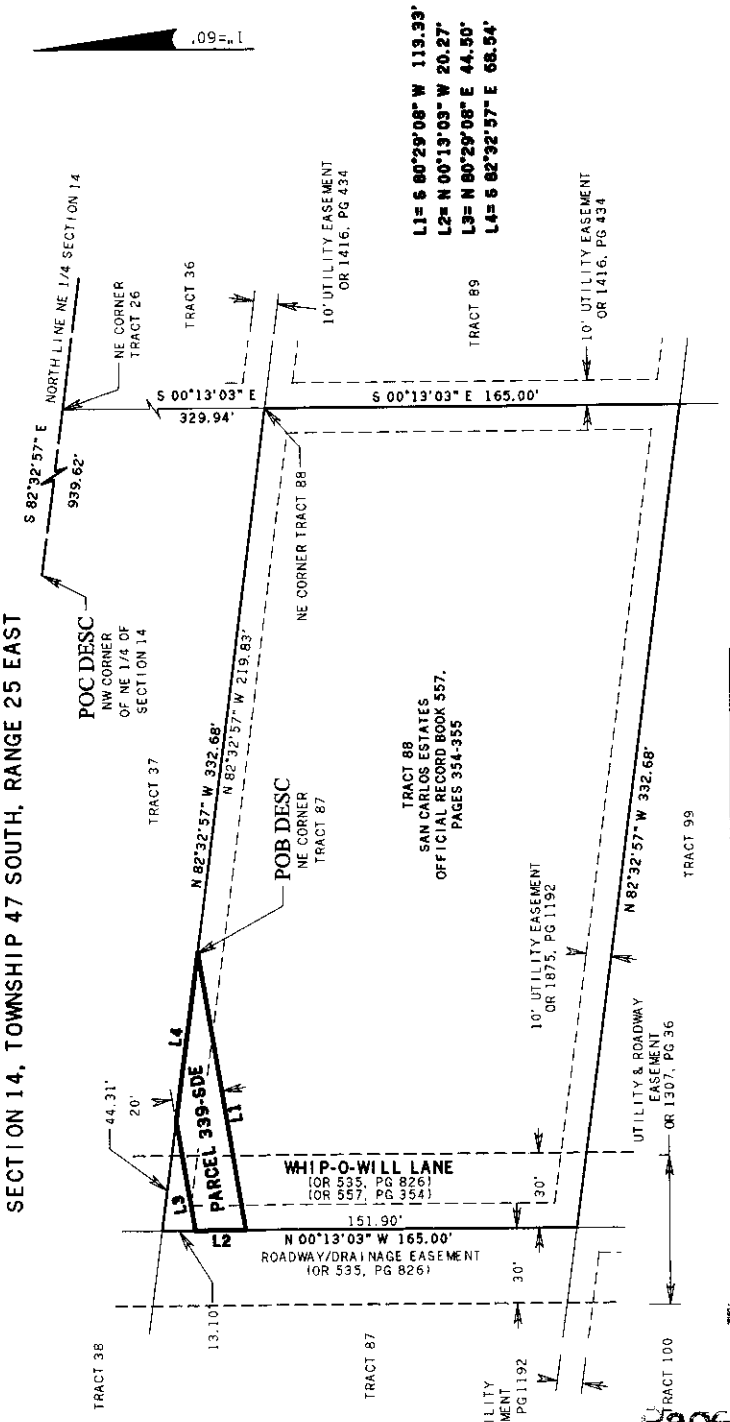
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**Exhibit "A"**

Page 1 of 2

20013033 Parcel 339-SDE

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



- NOTES:**
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 82°32'57" E.
  - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
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**THIS IS NOT A SURVEY**

*Mal G. Wentzel*

MARK G. WENTZEL (FOR THE FIRM LB 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 5/30/04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

AREA TABLE

OWNER	STRAP NO.	AREA	SQUARE FEET	ACRES
SCOTT & WENDI HEYDOLPH	14-47-25-B2-00200-0880		54,401.32	1.25
		PARENT TRACT	1,578.28	0.04

PARCEL 339SDE - THREE OAKS PARKWAY  
 20' SLOPE & DRAINAGE EASEMENT

SECTION 14, TOWNSHIP 47 SOUTH,  
 RANGE 25 EAST  
 CITY OF BONITA SPRINGS  
 LEE COUNTY, FLORIDA

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 05-19-04  
 PROJECT NO.: 20013033  
 FILE NO.: 14-47-25  
 SCALE: 1"=60'  
 SHEET: 1 OF 2

2158 JOHNSON STREET  
 P. O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (889) 334-0046  
 FAX (889) 334-0046  
 E.B. 642 & L.B. 642

**JOHNSON**  
**ENGINEERING**

2158 JOHNSON STREET  
 P. O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (889) 334-0046  
 FAX (889) 334-0046  
 E.B. 642 & L.B. 642

Exhibit "X"

Page 5 of 5



**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

**PROJECT AND PARCEL NUMBER:** Three Oaks Parkway Extension 4043, Parcel Number 339 - Heydolph

**OWNER OF RECORD:** Scotty and Wendi Heydolph

**LOCATION:** 24065 Whip-O-Will Lane, Bonita Springs, FL

**LAND AREA:** 54,400 square feet - parent parcel  
288 square feet - part taken right of way  
1,578 square feet - slope/drainage easement

**IMPROVEMENTS:** A five year old single family home including 1,486 square feet of living area, 213 square feet screen porch area, 421 square feet of garage area and a screen enclosed pool.

**COMPREHENSIVE LAND USE PLAN CLASSIFICATION:** Low Density Single Family

**ZONING:** AG-2

**HIGHEST AND BEST USE:** Residential

**ESTIMATED LAND VALUE/SF:** \$3.80 per square foot

**ESTIMATED VALUE BY THE COST APPROACH:** \$395,000

**ESTIMATE VALUE BY THE INCOME APPROACH:** Not applicable

**ESTIMATED VALUE BY THE SALES COMPARISON APPROACH:** \$370,500

**ESTIMATED MARKET VALUE:** \$380,000

**TOTAL COMPENSATION DUE THE PROPERTY OWNER:** \$99,000 → \*

**DATE OF VALUE ESTIMATE:** May 16, 2005

**DATE OF REPORT:** June 5, 2005

**USPAP APPRAISAL TYPE:** Complete

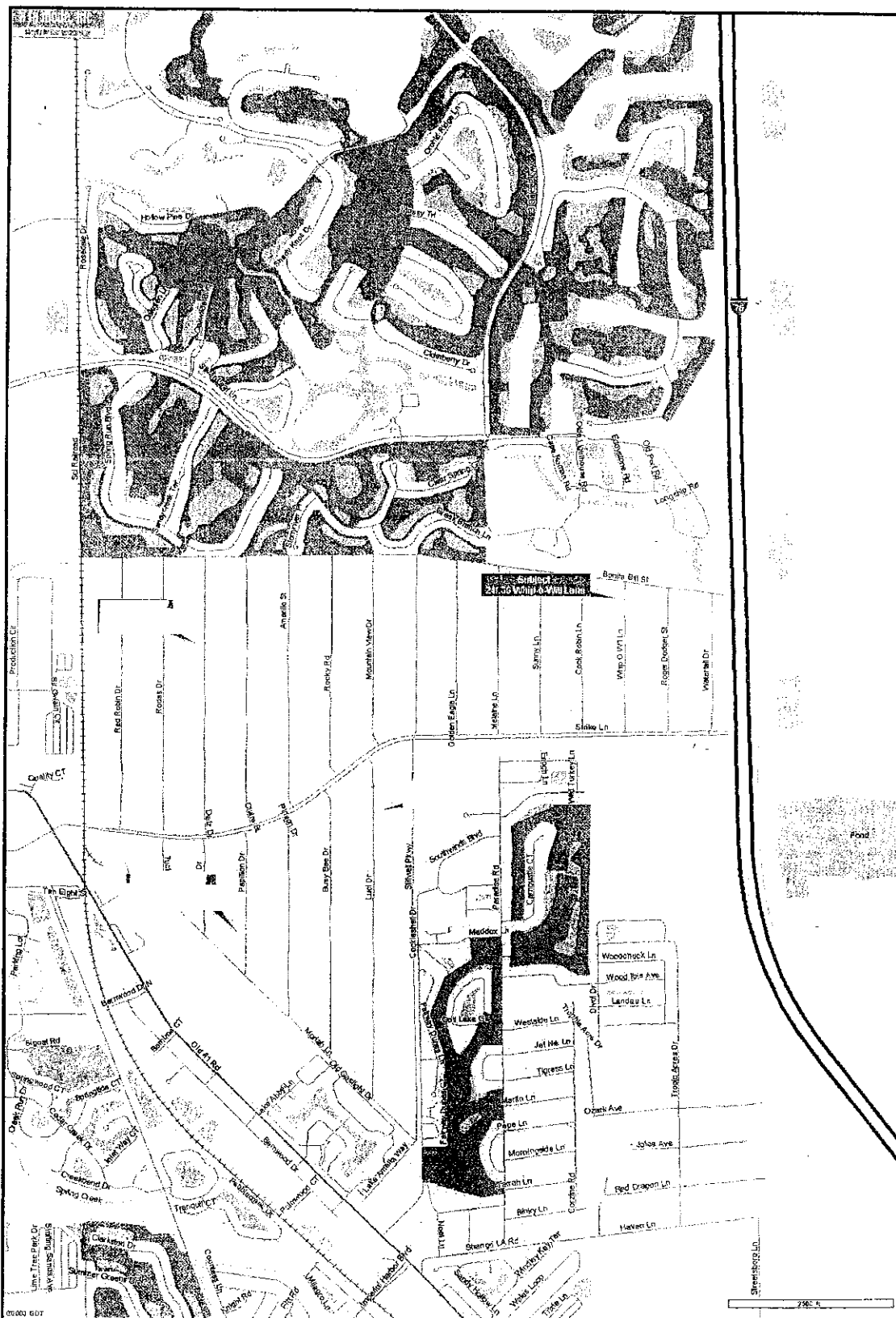
**USPAP REPORT TYPE:** Summary

**APPRAISER:** J. Lee Norris, MAI, SRA  
State Certified General Appraiser RZ0000643

\*  
PART TAKEN  
339 / 339 SDE

### Comparable Sales Map

Client			
Address 24065 Whip-o-Will Lane			
Bonita Springs	County Lee	State FL	Zip Code 34135-6738
Order Lee County - County Lands			



**Division of County Lands**

**Ownership and Easement Search**

Search No. 14-47-25-B2-00200.0880

Date: October 31, 2003

Parcel: 3301-e 339

Project: Three Oaks Parkway South Extension,  
Project 4043

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS *Shelia Bedwell*  
Property Acquisition Assistant

STRAP: 14-47-25-B2-00200.0880

Effective Date: September 30, 2003, at 5:00 p.m. *9-30-03*

**Subject Property:** Tract 88, San Carlos Estates, according to plat thereof recorded in Official Record Book 557, Pages 354 and 355, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

✓ **Scotty Heydolph and Wendi Heydolph, husband and wife**

By that certain instrument dated November 17, 1999, recorded November 23, 1999, in Official Record Book 3191, Page 1684, Public Records of Lee County, Florida.

**Easements:**

1. Dedication of Easements for drainage, roads and streets, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
2. Non-exclusive utility and roadway easement over and across or below all roadways shown on plat of San Carlos Estates, recorded in Official Record Book 1307, Page 36, Public Records of Lee County, Florida.
3. Ten foot easement reservation on all sides for utility maintenance, as described in instrument recorded in Official Record Book 1598, Page 1103, Public Records of Lee County, Florida.
4. Easement to Florida Power and Light Company along the Southerly 10 feet, as recorded in Official Record Book 3235, Page 1123, Public Records of Lee County, Florida.

NOTE (1): Judgment creating and incorporating San Carlos Estates Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by Scott Heydolph and Wendi Heydolph, husband and wife, in favor of National City Mortgage Co., dated June 30, 2000, recorded July 7, 2000, in Official Record Book 3276, Page 4731, Public Records of Lee County, Florida. *Satisfied 4085/4855*

\* MORTGAGE MOD 14 *19* / 2162 \$ 30,000

## Division of County Lands

### Ownership and Easement Search

Search No. 14-47-25-B2-00200.0880

Date: October 31, 2003

Parcel: 3301

Project: Three Oaks Parkway South Extension,  
Project 4043

NOTE(3): Mortgage executed by Wendi R. Heydolph and Scott A Heydolph, married to each other, in favor of Bank of America, N.A., dated September 14, 2000, recorded September 25, 2000, in Official Record Book 3307, Page 1284, Public Records of Lee County, Florida.

NOTE(4): Mortgage executed by Scotty Heydolph, a/k/a Scott A. Heydolph and Wendi Heydolph, a/k/a Wendi R. Heydolph, married to each other, in favor of Bank of America, N.A., dated May 23, 2002, recorded June 7, 2002, in Official Record Book 3662, Page 171, as subordinated by instrument recorded in Official Record Book 4067, Page 2918, Public Records of Lee County, Florida.

NOTE(5): Mortgage executed by Scotty Heydolph and Wendi Heydolph, husband and wife, in favor of Bank of America, N.A., dated August 25, 2003, recorded September 22, 2003, in Official Record Book 4067, Page 2895, Public Records of Lee County, Florida.

**Tax Status: 2002 taxes paid in full; 2003 taxes are now due and payable.**  
*(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.**



*City of  
Bonita Springs*

9101 BONITA BEACH ROAD  
BONITA SPRINGS, FL 34135  
TEL: (239) 949-6262  
FAX: (239) 949-6239  
www.cityofbonitasprings.org

**Jay Arend**  
Mayor

**Wayne P. Edsall**  
Councilman  
District One

**Alex Grantt**  
Councilman  
District Two

**R. Robert Wagner**  
Councilman  
District Three

**John Joyce**  
Councilman  
District Four

**David T. Piper, Jr.**  
Councilman  
District Five

**Ben L. Nelson, Jr.**  
Councilman  
District Six

**Gary A. Price**  
City Manager  
Tel. (239) 949-6238

**Audrey E. Vance**  
City Attorney  
Tel. (239) 949-6254

**City Clerk/Treasurer**  
Tel: (239) 949-6250

**Public Works**  
Tel: (239) 949-6246

**Code Enforcement**  
Tel: (239) 949-6257

**Parks & Recreation**  
Tel: (239) 992-2556

**VIA FACSIMILE (239) 479-8391**

June 14, 2005

Mr. J. Keith Gomez  
Property Acquisition Agent  
Lee County  
PO Box 398  
Fort Myers, FL 33902

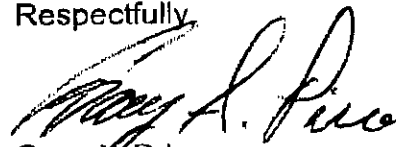
RE: Appraisal and Binding Offer Amounts: Parcels 321, 327, 330, 331,  
332, 333 & 339  
Three Oaks Parkway Extension

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels  
are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully



Gary A. Price  
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

# 5-Year Sales History

Parcel No. 339 and 339SDE

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**