

**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** May 21, 2008

**Division:** Land Authority

**Bulk Item:** Yes  No

**Contact / Phone #:** Mark Rosch / 295-5180

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**Agenda Item Wording:** Approval of a contract to sell Parcel BBB, Summerland Key Properties to the United States of America for conservation.

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**Item Background:** This item is proposed to simplify stewardship activities and generate revenue while maintaining natural resource protection.

The subject property is a 3.1-acre parcel located at the northern end of Niles Road on the bayside of Summerland Key. The property is zoned Native Area, is designated Tier 1, and consists of transitional and mangrove wetlands. The property provides access via bridge to Wahoo Key and has served as a launch site for kayakers going to Little Knockemdown Key. Both of these destinations include conservation lands managed by state or federal agencies. The proposed sale will assist the US Fish and Wildlife Service in managing access to the public lands on Little Knockemdown Key. The sales price of \$31,300 corresponds to the property's appraised value based on an appraisal commissioned by the US Fish and Wildlife Service.

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**Advisory Committee Action:** On April 30, 2008 the Land Authority Advisory Committee voted 4/0 to approve the sale of this property.

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**Previous Governing Board Action:** The subject property was purchased by the Land Authority on October 18, 1988 as part of a large transaction involving many other parcels.

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**Contract/Agreement Changes:** None.

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**Staff Recommendation:** Approval.

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**Total Cost:** N/A

**Budgeted:** Yes  No .

**Cost to Land Authority:** N/A

**Source of Funds:** N/A

**Approved By:** Attorney  County Land Steward .

**Documentation:** Included:  To Follow:  Not Required: .

**Disposition:** \_\_\_\_\_

Agenda Item \_\_\_\_\_

**SALES CONTRACT**  
**05/21/08**

<u>Property</u>	<u>Sales Price</u>	<u>Envr. Audit, Survey or Clean-up</u>	<u>Title Insurance</u>	<u>Attorney Fee</u>	<u>Recording Fee</u>	<u>Net Proceeds</u>
<b>Parcel BBB, Summerland Key Properties RE# 00114470-005400</b>	\$31,300.00	N/A	N/A	\$500.00	N/A	\$30,800.00



Little Knockem Down Key

Wahoo Key

Parcel BBB  
Summerland Key Properties

## Monroe County Property Appraiser

### Property Information for:

Alternate Key: 1145149  
RE Number: 00114470-005400

### Property Details

**Owner of Record**

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY  
3706 N ROOSEVELT BLVD SUITE 1  
KEY WEST FL 33040

**Physical Location**

SUMMERLAND KEY

**Legal Description**

23 66 28 SUMMERLAND KEYS PT LOT 7  
(TRACT BBB) OR567-541-545Q OR669-834-  
840 OR744-797-803 OR1079-268/269Q/C(JMH)  
OR1079-270(JMH)

**Section, Township, Range**

23 - 66 - 28

**Affordable  
Housing**

No

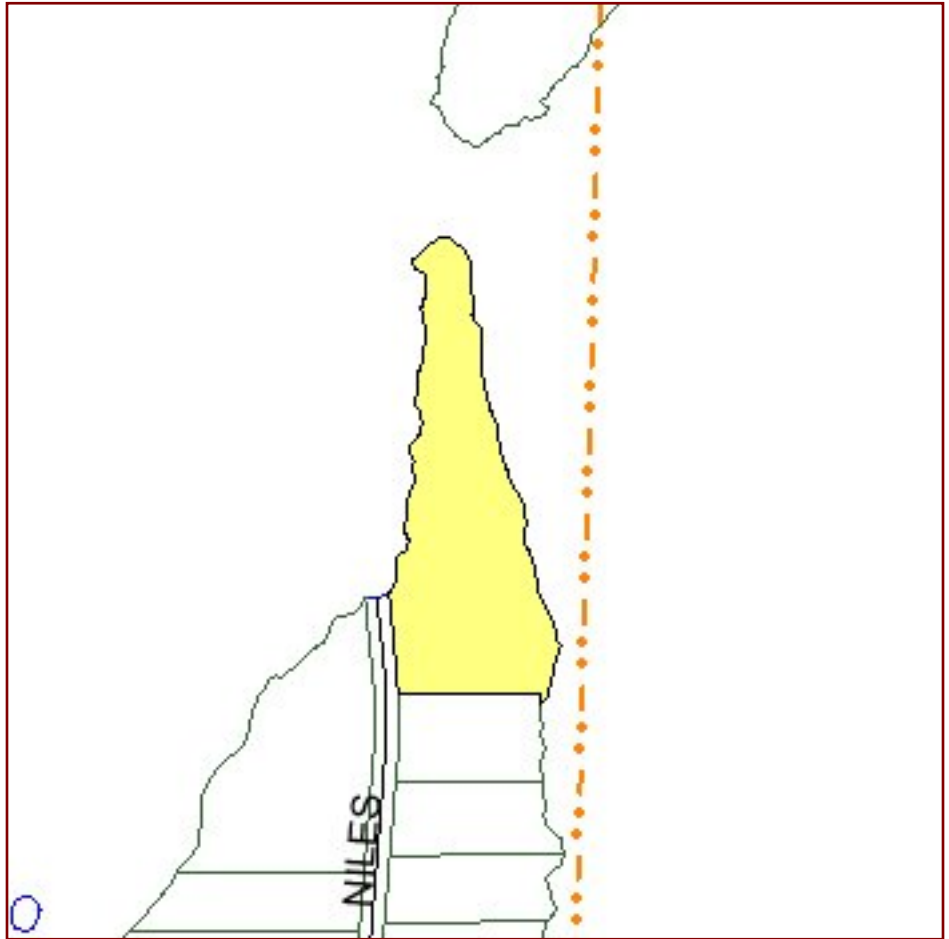
**Millage Group**

120C

**PC Code**

COUNTIES OTHER THAN (PC/LIST)

**Property Map**



### Land Details

<u>Land Use Code</u>	<u>Frontage</u>	<u>Depth</u>	<u>Land Area</u>
COUNTY	0	0	0.92 AC
TRANSITIONAL LANDS	0	0	0.78 AC
ENVIRONMENTALLY SENS COUNTY	0	0	1.6 AC 0.9 AC

### Parcel Value History

<u>Tax Roll Year</u>	<u>Building</u>	<u>Miscellaneous Improvements</u>	<u>Land</u>	<u>Just</u>	<u>Exemptions (not Including Seniors)</u>	<u>Taxable</u>
<b>2007</b>	0	0	468,590	468,590	468,590	0
<b>2006</b>	0	0	468,140	468,140	468,140	0
<b>2005</b>	0	0	467,984	467,984	467,984	0
<b>2004</b>	0	0	53,984	53,984	53,984	0

2003	0	0	53,984	53,984	53,984	0
2002	0	0	64,564	64,564	64,564	0
2001	0	0	64,564	64,564	64,564	0
2000	0	0	64,564	64,564	64,564	0
1999	0	0	64,564	64,564	64,564	0
1998	0	0	64,564	64,564	64,564	0
1997	0	0	64,564	64,564	64,564	0
1996	0	0	64,564	64,564	64,564	0
1995	0	0	64,564	64,564	64,564	0
1994	0	0	64,564	64,564	64,564	0
1993	0	0	64,564	64,564	64,564	0
1992	0	0	64,564	64,564	64,564	0
1991	0	0	64,564	64,564	64,564	0
1990	0	0	64,564	64,564	64,564	0
1989	0	0	64,564	64,564	64,564	0
1988	0	0	64,564	64,564	0	64,564
1987	0	0	62,575	62,575	0	62,575
1986	0	0	62,575	62,575	1	62,574
1985	0	0	62,575	62,575	1	62,574
1984	0	0	62,575	62,575	1	62,574
1983	0	0	62,575	62,575	0	62,575
1982	0	0	62,575	62,575	0	62,575

### Parcel Sales History

**Note - Our records are typically two to three months behind from the date of sale. If a recent sale does not show up please give our office time to process it.**

<u>Sale Date</u>	<u>Official Records Book/Page</u>	<u>Price</u>	<u>Instrument</u>
01/1989	1079/270	1	<u>WD</u>

LA-Florida  
National Key Deer NWR  
Monroe County Land Authority  
Tract (4)

## STATEMENT OF JUST COMPENSATION

In compliance with Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, an estimate of just compensation has been made as to your real property located in Monroe County, Florida, containing approximately 3.13 acres and legally described as follows:

**Parcel BBB, Summerland Key Properties, as recorded  
on a map in Official Records in Official Records Book  
744, Page 801, Public Records of Monroe County, Florida.**

The estimate of fair market value of the real property described above is based on an approved appraisal which considered current land sales and other indicators of land value in the vicinity of your property. I certify that the total just compensation is not less than the approved appraisal of your property and is estimated to be:

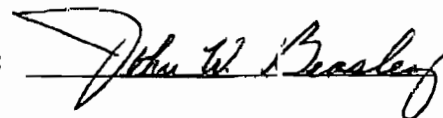
<b>Value of the part being acquired</b>	<b>\$31,300.00 Lump Sum</b>
<b>Severance damage, if any</b>	<b>\$ -0-</b>
<b>Total just compensation</b>	<b>\$31,300.00 Lump Sum</b>

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement or project for which the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the U.S. Fish and Wildlife Service in making the determination of just compensation.

The fair market value estimate for your real property described above includes all buildings and other improvements except those specifically listed below:

Exceptions: None

Signature: \_\_\_\_\_



Title: Chief, Division of Realty

Date: \_\_\_\_\_

4/23/08

LA-Florida  
National Key Deer NWR  
Monroe County Comprehensive Plan  
Land Authority  
Tract (4j)

3-1769C  
(Nov 1988)

**UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
1875 Century Boulevard, N.E.  
Atlanta, Georgia 30345**

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Monroe County Comprehensive Plan Land Authority**, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, hereinafter styled the vendor, for itself, its administrators, successors, and assigns, and the **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Interior or her authorized representative, under the authority of the **Endangered Species Act of 1973**.

**WITNESSETH:**

1. In consideration of One Dollar (\$1.00) in hand paid by the United States, the receipt of which is hereby acknowledged, the vendor agrees to sell to the United States certain lands upon the terms and conditions hereinafter set forth, and for the purchase price of **\$31,300.00, Lump Sum**, for all of the lands and other interests herein agreed to be conveyed, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging, owned by it, situated and lying in Monroe County, Florida, consisting of **3.13 acres**, more or less, and more particularly described as follows:

**Parcel BBB, Summerland Key Properties,  
as recorded on a map in Official Records Book  
744, Page 801, Public Records of Monroe County, Florida.**

2. The vendor agrees that it has full right, power, and authority to convey, and that it will convey to the United States the fee simple title thereto clear, free, and

unencumbered, except subject to the following easements or reservations:

*Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities, and all other easements, covenants, conditions, and restrictions of record.*

3. The vendor further agrees not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the United States of America by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the vendor; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The vendor further agrees that during the period covered by this instrument, officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them.

5. The vendor will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands of such character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of the rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of areas under and in compliance with the Act of October 15, 1966 (80 Stat. 926), as amended.

6. In consideration whereof, the United States of America agrees that it will purchase all of said lands and other interests at the purchase price of **\$31,300.00, Lump Sum**, the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the vendor, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both; and it further agrees that, after the preparation, execution, and delivery of the deed at no cost to the vendor, it will cause to be paid to the vendor the purchase price. The vendor agrees that the United States of America has the authority to disperse payments on vendor's behalf to any mutually agreed-upon closing agent for performance of the closing services. The expenses of the vendor for recording fees, revenue stamps, transfer taxes, land survey, and similar expenses incidental to the conveyance of this property; and any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into

in good faith, encumbering such real property; as well as the pro rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971, 84 Stat. 1899. Full possession and use of the premises shall pass to the United States as of the date payment is made to the vendor subject only to the reservations stated in section 2 above.

7. It is understood and agreed that if the Secretary of the Interior determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or, when it is in the public interest, to take immediate possession, or for any other reason, then the compensation to be claimed by the owner and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

8. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property herein contracted to be sold, satisfactory to the Attorney General, will be obtained by the United States at its expense.

9. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

10. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

11. It shall be the obligation of the vendor to pay all taxes and assessments outstanding as liens at the date title vests of record in the United States, whether or not such taxes and assessments are then due and payable.

12. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the vendor by certified mail addressed to: **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, c/o Mark Rosch, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040**; and shall be effective upon date of mailing and shall be binding upon all persons having an ownership interest without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 7 hereof.

13. Acceptance of this agreement is contingent upon the results of a Contaminants Study. In the event that contaminants are found present on the site or on adjacent parcels, it will be at the discretion of the Service to either accept the property in the condition it is in, or to request that the vendor assume a responsible role in the removal or restoration of the property prior to a binding contract. If it is determined that the property is contaminated after a Study has been performed, but

prior to final payment, the vendor will remain responsible to effect reasonable and satisfactory removal of the contamination or the vendor may chose to terminate this agreement.

IN WITNESS WHEREOF, the vendor's representative has hereto signed its name and affixed the Corporate Seal on the day first above written, with the understanding that this agreement for purchase cannot be executed by the Secretary of the Interior or his authorized representative until after it is reported to him for his consideration, and therefore the vendor for and in consideration of the \$1.00 hereinabove acknowledged as received, has and does hereby grant unto the United States of America by and through the Secretary of the Interior or his authorized representative, or any other officer or agency of the United States authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within nine (9) months from the execution thereof by the vendor, and to purchase said lands as herein provided.

In the presence of:

**Monroe County Comprehensive  
Plan Land Authority**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Witness

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF MONROE

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of **Monroe County Comprehensive Plan Land Authority** known to me to be the person who is described in and who executed the within instrument on behalf of Monroe County Comprehensive Plan Land Authority, and acknowledged to me that he/she executed the same.

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

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

**ACCEPTANCE**

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States of America on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Chief, Division of Realty  
U.S. Fish and Wildlife Service