

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 2, 2008

SUBJECT: Right of Way Purchase
North Carolina Department of Transportation (NCDOT)
6th Avenue Clubhouse Property

ATTACHMENTS: Yes
1. FRM10-b: Summary Statement/Offer to Purchase
2. FRM7-a: Proposed Deed for Highway Right of Way
3. Sketch of Proposed Purchase
4. Six (6) Pictures of Proposed Purchase

SUMMARY OF REQUEST:

NCDOT has submitted the attached documents for the purchase of a portion of the County's property at 714 Sixth Avenue, Hendersonville, NC for their project to widen US 64 (6th Ave). In addition to the right of way purchase, NCDOT is requesting an additional temporary construction easement. The proposed compensation from NCDOT is \$32,100 for 0.03 acres of the total 0.45 acres. See the attached proposed Deed and Summary of the Offer. This offer equates to \$1,070,000 per acre and was derived from an appraisal of the property. A detailed sketch and six pictures illustrating the portion of the proposed acquisition and easement are also attached. The facility is currently being used by the Sixth Avenue West Clubhouse (Sixth Avenue Psychiatric Rehabilitation Partners). The Executive Director, Jacqueline Combs, has reviewed the proposed acquisition and commented that it would not effect their operations.

BOARD ACTION REQUESTED: Approval of NCDOT's offer to purchase right of way and a construction easement on the County's property at 714 Sixth Avenue West, Hendersonville, NC for the widening of US 64. In addition, authorize the Chairman to execute the necessary documents.

Suggested Motion:

I move that the Board of Commissioners approves NCDOT's offer to purchase right of way and a construction easement at 714 Sixth Avenue for the widening of US 64 and to authorize the Chairman to execute the necessary documents.

**SUMMARY STATEMENT/OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Henderson County
100 N. King St.
Hendersonville, NC 28792

DATE: 02/15/07
TO: Lessee, if Applicable

TIP NO.: U-4428
COUNTY Henderson

WBS ELEMENT: 35025.3.1
PARCEL NO.: U-4428 029

DESCRIPTION: US 64 (6th Ave.) from Blythe St. to Buncombe St.

Dear Property Owner:

The following offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. Please retain this form as it contains pertinent income tax information.

Value of Part Taken (Includes Land, Improvements And Appurtenances Considered as Realty)	\$	<u>32,100.00</u>
Damages, if any, to Remainder	\$	<u>--0--</u>
Benefits, if any, to Remainder	\$	<u>--0-- minus</u>
TOTAL	\$	<u>32,100.00</u>

The total offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition by easement ☐ and deed ☒:

Subject property described in Deed Book **1260**, page **136**, **Henderson** County Registry, contains approximately **0.46 acres**/square feet of which **0.03 acres**/square feet is being acquired as right of way, leaving **0.43 acres**/square feet remaining on the **right**/left severed without access/**with access to US 64**. Also being acquired is a **temporary**/permanent drainage/**construction** easement containing approximately **720 acres/square feet**.

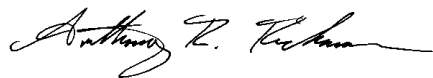
(B) The offer for improvements considered as realty includes payment for the improvements and appurtenances described below. Should you desire to retain these improvements, you may repurchase them for a retention value with the stipulation that you remove them from the acquisition area at no expense to the Department.
None

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant/buildable lot, as explained to you by the Right of Way Agent, the total offer would be: \$ N/A.

I will be available at your convenience to discuss this matter further with you. My telephone number is 828.586.4040, in Sylva, North Carolina.

The original of this form was **e-mailed**, if out of state owner, to Marcus Jones, County Engineer on 22 April 20 08. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

(Signed)



Anthony R. Rickman Right of Way Agent

Revenue Stamps \$ _____

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Anthony Rickman CHECKED BY _____

RETURN TO: NC Department of Transportation
Teddy L. Greene
1594 E. Main Street
Sylva, NC 28779

NORTH CAROLINA
COUNTY OF Henderson
TAX MAP AND LOT 9568 58-3847

STATE HIGHWAY PROJECT: 35025.3.1
PARCEL NUMBER: U-4428 029
ROUTE: US 64 (6th Ave.) from Blythe St. to Buncombe St.

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 _____
by and between _____

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina,
hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum
of \$ 32,100.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey
unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Hendersonville
Township, Henderson County, North Carolina, which is particularly described as follows:

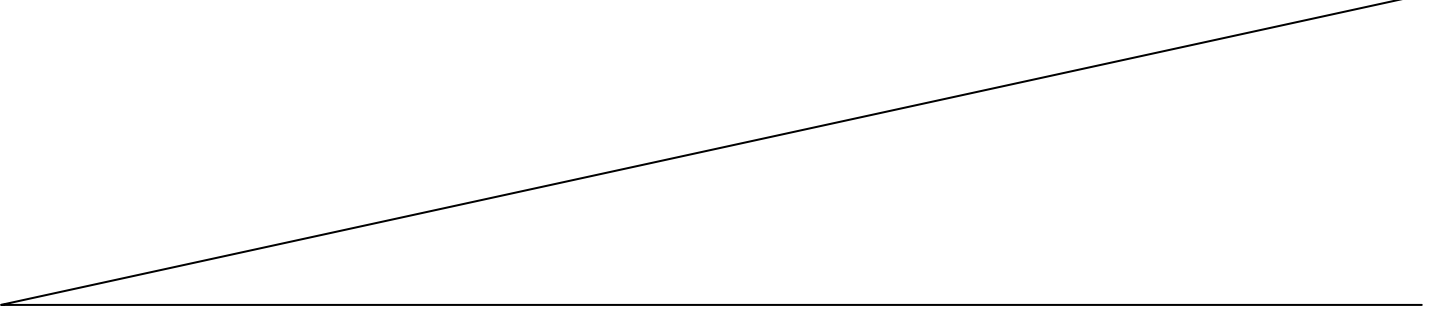
Right of Way Right

Point of beginning being the northwest corner of the undersigned, and being S 66^00'51" W, 35.96 feet from a Point in the
Center Line of -L-, Sta. 137+00; thence along a circular curve 100.5 feet (30.64 meters) and having a radius of 1863.5
feet (568.00 meters). The chord of said curve being on a bearing of N 89^35'03" E, a distance of 100.5 feet (30.64
meters); thence to a point on a bearing of S 05^40'59" W, a distance of 14.2 feet (4.33 meters); thence along a circular
curve 98.5 feet (30.01 meters) and having a radius of 2530.0 feet (771.15 meters). The chord of said curve being on a
bearing of S 88^38'51" W, a distance of 98.5 feet (30.01 meters); thence to a point on a bearing of N 02^26'58" W, a
distance of 15.7 feet (4.80 meters); returning to the point and place of beginning.

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

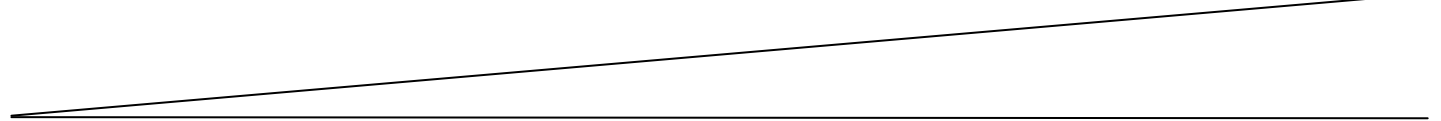
Temporary Construction Easement Right

Point of beginning being a point in the southwest line of the undersigned, and being S 46°41'06" W, 44.23 feet from a Point in the Center Line of -L-, Sta. 137+00; thence to a point on a bearing of S 02°26'58" E, a distance of 6.9 feet (2.10 meters); thence to a point on a bearing of N 89°34'37" E, a distance of 97.3 feet (29.65 meters); thence to a point on a bearing of N 05°40'59" E, a distance of 8.5 feet (2.60 meters); thence along a circular curve 98.5 feet (30.01 meters) and having a radius of 2530.0 feet (771.15 meters). The chord of said curve being on a bearing of S 88°38'51" W, a distance of 98.5 feet (30.01 meters); returning to the point and place of beginning.



SPECIAL PROVISIONS. This deed is subject to the following provisions only:

It is further understood and agreed that the above-described Temporary Construction Easement will revert back to the undersigned upon completion of the project.



The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Henderson County Registry in Deed Book 1302 Page 327 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The GRANTORS by the execution of this instrument, acknowledge that the plans for the above referenced project as they affect their remaining property have been fully explained to them or their authorized representative, and they do hereby release the Grantee, its successors and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

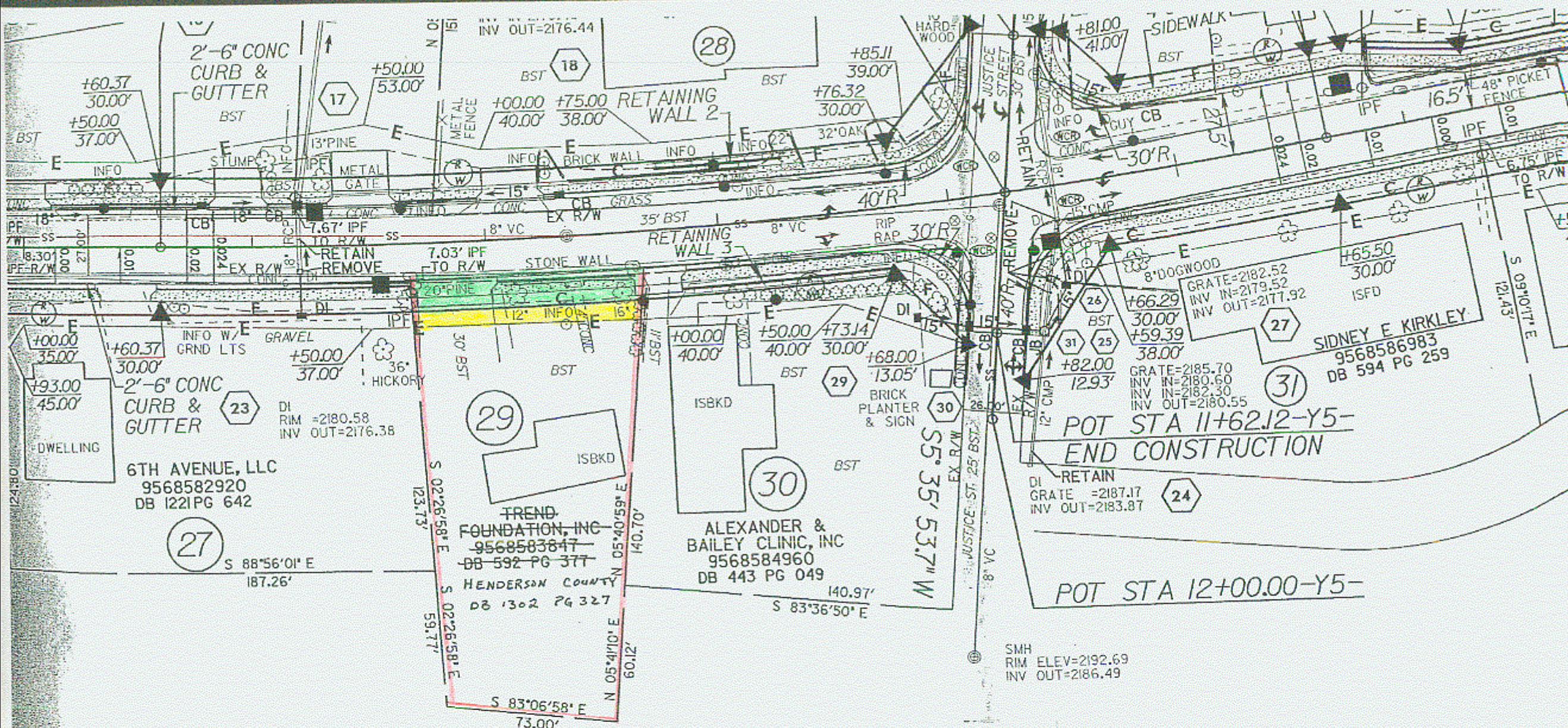
None

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

_____	_____ (SEAL)
(Corporate Name)	_____ (SEAL)
BY: _____	_____ (SEAL)
(President)	_____ (SEAL)
ATTEST: _____	_____ (SEAL)
(Secretary)	
Corporate Seal	ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

(Stamp/Seal)	STATE OF _____ COUNTY OF _____
	I, _____ a Notary Public for said County and State, so hereby certify that _____
	GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 20____.
	My commission expires _____ Notary Public
(Stamp/Seal)	STATE OF _____ COUNTY OF _____
	I, _____ a Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ of _____
	a corporation, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this the _____ day of _____, 20____.
	My commission expires _____ Notary Public

The foregoing Certificate(s) of _____	
is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o'clock ____ M.	
_____ REGISTER OF DEEDS FOR _____ COUNTY	
BY: _____ Deputy/Assistant - Register of Deeds	



Property Lines



Temporary Construction Easement – 720 SF



Permanent Right of Way – 1,470 SF (0.03 Ac)









Sixth Avenue West
Clubhouse
sawp.org

714





