
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: State Road 436 and Red Bug Lake Road Interchange Project – Purchase Agreement - FDOT Parcel 109 – Willie M. Troupe, A Single Woman

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar

EXT: 5702

MOTION/RECOMMENDATION:

Approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 109 on the State Road 436 and Red Bug Lake Road Interchange Project and authorize the issuance of two checks; one made payable to Bank of America in the amount of \$62,795.64 for the existing mortgage and a second check made payable to Willie Troupe in the amount of \$244,581.16 for the remainder (final agreement is \$307,376.80).

Approve the issuance of a check for a not-to-exceed amount of \$14,000.00 to Willie Troupe for residential relocation expenses related to this purchase.

Approve the issuance of a check for a not-to-exceed amount of \$10,000.00 to Broad and Cassel for attorney's fees related to this purchase.

District 1 Bob Dallari
District 2 Michael McLean
District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Under the 2nd Generation Sales Tax Program, the County administers and funds certain State Road projects from design through construction, with the exception that the Florida Department of Transportation (FDOT) is the acquiring agent during the right-of-way phase. As part of the 2nd Generation Sales Tax Program, the intersection of State Road 436 and Red Bug Lake Road was identified for a major transportation improvement. At the April 26, 2005, Board of County Commissioners hearing, the Board adopted Alternative 1 for the proposed improvement at this intersection. Subsequently, the County's consultant completed the Project Development and Environment (PD&E) Study and obtained approval from the Federal Highway Administration (FHWA) and FDOT.

The project is now in final design and several sites for stormwater retention ponds have been identified to meet the stormwater management system requirements. Two retention ponds (ponds 2-2 and 2-3) have been designed on Red Bug Lake Road east of State Road 436 which will require the purchase of fourteen (14) residential properties in the Summerset Subdivision. There are also three (3) additional homes that will be purchased in the Summerset Subdivision due to the widening of Red Bug Lake Road as it approaches State

Road 436.

A meeting was held on March 29, 2007 with all the homeowners in the Summerset Subdivision being impacted by this project. Representatives from FDOT's right-of-way acquisition group were in attendance at the meeting and the option of advanced acquisition was presented to the homeowners. Several residents have approached FDOT to start the advanced acquisition process since the meeting was held. This purchase agreement is for the advanced acquisition of one of the residences in the Summerset Subdivision.

Funds are budgeted in FY 2007/2008 for acquisition of property on this project (Capital Improvement Project #00226301). On September 12, 2007, FDOT reached an agreement with Willie M. Troupe under which she will be paid \$305,630.00 for the purchase of the property. In addition, the property owner will be paid relocation expenses in an amount not to exceed \$14,000.00, based on the estimate provided by FDOT in the attached letter. Residential relocation costs are required since FDOT is performing the acquisition of right-of-way on this project in accordance with Federal Highway Administration (FHWA) requirements. The firm Broad and Cassel will be paid attorney's fees not to exceed \$10,000 for assisting the property owner in this purchase.

FDOT will be able to execute the closing on this property as soon as the check is issued by Seminole County following the October 9, 2007, BCC Meeting.

FDOT has recently approved a Work Program Amendment to facilitate transfer of Seminole County right-of-way acquisition funds directly to FDOT through a Local Funding Agreement (LFA). This LFA is scheduled to be approved by the Board of County Commissioners at the September 25, 2007, meeting. Until the LFA is in full effect (approximately mid-November 2007), payment requests such as this will be processed through the Board of County Commissioners.

STAFF RECOMMENDATION:

Staff recommends the Board approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 109 on the State Road 436 and Red Bug Lake Road Interchange project and authorize the issuance of two checks; one made payable to Bank of America in the amount of \$62,795.64 for the existing mortgage and a second check made payable to Willie Troupe in the amount of \$244,581.16 for the remainder (final agreement is \$307,376.80).

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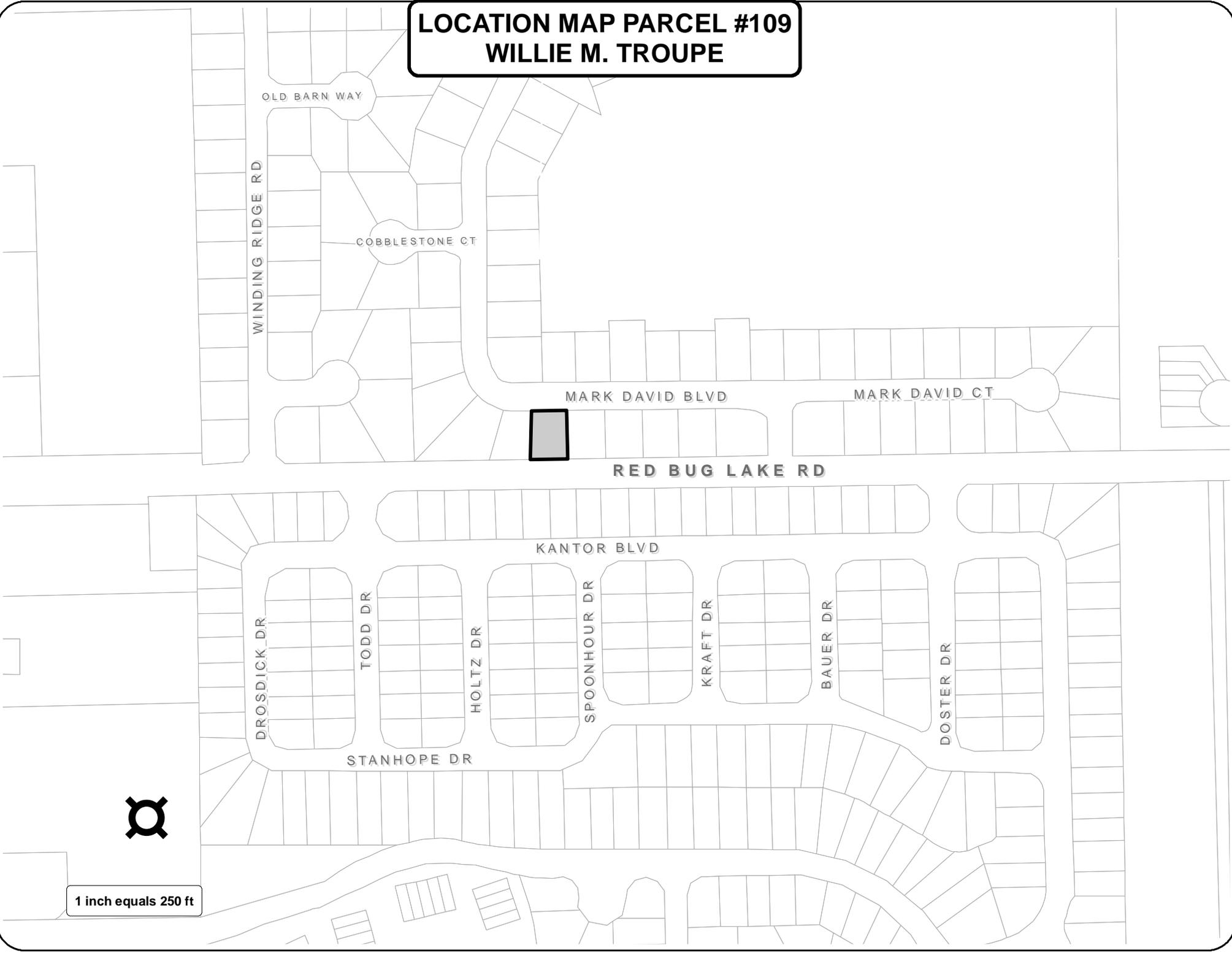
ATTACHMENTS:

1. Location Map
2. Letter dated September 13, 2007 from FDOT
3. Purchase Agreement - FDOT Parcel 109 Troupe

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)

**LOCATION MAP PARCEL #109
WILLIE M. TROUPE**



1 inch equals 250 ft



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

Mr. Brett Blackadar
Seminole County
520 Lake Mary Blvd.
Suite 200
Sanford, Fl. 32773

September 13, 2007

Dear Mr. Blackadar:

Enclosed is a copy of the executed purchase agreement between FDOT and Willie Troupe for the advanced acquisition of Parcel 109 on the SR 436 and Red Bug Lake Road project. The funds to purchase this property will be provided by Seminole County. The following information is provided for BCC approval:

The final agreement is \$307,376.80 for land acquisition (This includes \$1446.80 for the wall and \$300.00 for the appraisal reimbursement). We need two checks, one made payable to Bank of America for the existing mortgage. The amount is \$62,795.64. The remainder to be made payable to Willie Troupe for \$244,581.16. The attorney fees are not to exceed \$10,000.00 and relocation not to exceed \$5,000.00. However, she is eligible for our relocation purchase additive of \$9,000.00. The parcel will be closed as soon as FDOT receives the check from Seminole County.

Please contact me if you need any additional information related to this advance acquisition.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tina M. Pollard".

Tina M. Pollard, RW-RAC
Acquisition Agent
386 943 5397

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFER AND PURCHASE AGREEMENT

575-030-07
RIGHT OF WAY
OGC - 08/07
Page 1 of 3

ITEM SEGMENT NO.: 4193691
DISTRICT: 05-77080
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: 436
COUNTY: Seminole
PARCEL NO.: 109

Seller: Willie M. Troupe, A Single Woman

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: Parcel 109, Seminole County

(b) Estate being purchased: Fee Simple
 Permanent Easement
 Temporary Easement
 Leasehold

(c) Buildings, structures, fixtures, and other improvements: Single Family Residence

(d) Personal property: N/A

(e) Outdoor advertising structure(s) permit number(s): _____

Buildings, structures, fixtures and other improvements owned by others: _____
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property			
Land	1.	\$	<u>60,000.00</u>
Improvements	2.	\$	<u>170,000.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>0.00</u>
Incentive	4.	\$	<u>75,630.00</u>
Total Real Property	5.	\$	<u>305,630.00</u>
(b) Total Personal Property	6.	\$	<u>0.00</u>
(c) Fees and Costs			
Attorney Fees	7.	\$	<u>0.00</u>
Appraiser Fees	8.	\$	<u>0.00</u>

_____ Fee(s)	9.	\$	<u>0.00</u>
Total Fees and Costs	10.	\$	<u>0.00</u>
(d) Total Business Damages	11.	\$	<u>0.00</u>
(e) Total of Other Costs	12.	\$	<u>0.00</u>
List: _____			
Total Purchase Price	(Add Lines 5, 6, 10, 11 and 12)	\$	<u>305,630.00</u>
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	<u>0.00</u>
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$	<u>0.00</u>

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

(i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: Inclusive of all fees + costs associated with this parcel with the exception of the work.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

There is an addendum to this agreement. Page ___ is made a part of this agreement.

There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711(2), Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

Willie M. Traupe 9/12/07
Signature Date

Willie M. Traupe
Type or print name under signature

Signature Date

Type or print name under signature

Buyer

State of Florida, Department of Transportation

BY: Tina Pollard 9/12/07
Signature Date

Tina Pollard
Type or print name and title under signature

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ___ day of _____, _____.

BY: _____
Signature

Type or print name and title under signature

This document delivered by _____ Date

This document received by _____ Date