



## CITY COUNCIL AGENDA ITEM

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Date: June 20, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
 Steven J. Vandette, City Engineer  
 Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC

Subject: Request for Approval of Purchase Agreement  
 John R Road Improvements, Square Lake Road to South Boulevard  
 Project No. 02.204.5 – Parcels #31 & 32 – Sidwell #88-20-02-427-008 & -009

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### Background

In connection with the proposed improvements to John R Road, from Square Lake Road to South Boulevard, we reached an agreement to acquire right-of-way from Rama Rao Cherukuri and Ramadevi Cherukuri. These parcels are located on the west side of John R Road, between Square Lake Road and Atkins Road in the southeast  $\frac{1}{4}$  of Section 2.

An appraisal was prepared by Andrew Reed, State Certified General Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser, and Larysa Figol, Limited Real Estate Appraiser. Staff believes that \$31,850, plus closing costs for the acquisition of the property described in the purchase agreement is a justifiable amount for this acquisition.

### Recommendation

City Management recommends that City Council approve the attached Purchase Agreement from Rama Rao Cherukuri and Ramadevi Cherukuri so that the City can proceed with the acquisition of this right-of-way.

### Fund Availability

Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are available in the Major Roads Fund.

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Rama Rao Cherukuri and Ramadevi Cherukuri, husband and wife (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A"

for a public project within the City of Troy and to pay the sum of Thirty-One Thousand, Eight Hundred, Fifty and no/100 Dollars (\$31,850) under the following terms and conditions:

1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.
5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.
7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.
8. Seller acknowledges that this offer to purchase is subject to final approval by Troy City Council.
9. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.
10. Additional conditions, if any:

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SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this  
20th day of ~~12-31~~, 2010.  
JUNE 2011.

In presence of:

SREENIVAS D. CHERUKURI  
SREENIVAS D. CHERUKURI  
B. Scott Finlay  
B. SCOTT FINLAY

CITY OF TROY (BUYER)

Patricia A. Petitto  
PATRICIA A. PETITTO

SELLERS:

Rama Rao Cherukuri  
Rama Rao Cherukuri  
Ramadevi Cherukuri  
Ramadevi Cherukuri

# Exhibit "A"

**Section 2, John R Widening Project**

**Parcel: 88-20-02-427-009**

**PARCEL #31**

**PARENT PARCEL #31 DESCRIPTION:**

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF SOUTHEAST 1/4 BEGINNING AT POINT DISTANT SOUTH 739.89 FT FROM EAST 1/4 CORNER, THENCE S 84°08'00" W 168 FT, THENCE SOUTH 129.65 FT, THENCE N 84°08'00" E 168 FT, THENCE NORTH 129.65 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 0.50 ACRES.

**REMAINDER PARCEL DESCRIPTION:**

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF SOUTHEAST 1/4 BEGINNING AT POINT DISTANT SOUTH 739.89 FT AND S 84°08'00" W 60.32 FT FROM EAST 1/4 CORNER OF SECTION 2, THENCE S 84°08'00" W 107.68 FT, THENCE SOUTH 129.65 FT, THENCE N 84°08'00" E 107.68 FT, THENCE NORTH 129.65 FT TO BEGINNING. CONTAINING 0.32 ACRES.

**PROPOSED RIGHT OF WAY ACQUISITION:**

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF SOUTHEAST 1/4 BEGINNING AT POINT DISTANT SOUTH 739.89 FT FROM EAST 1/4 CORNER, THENCE S 84°08'00" W 60.32 FT, THENCE SOUTH 129.65 FT, THENCE N 84°08'00" E 60.32 FT, THENCE NORTH 129.65 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 7,779 SQUARE FEET; 0.18 ACRES (GROSS) OR 3,501 SQUARE FEET; 0.08 ACRES (NET).

**AND**

**Section 2, John R Widening Project**

**Parcel: 88-20-02-427-008**

**Parcel #32**

**PARENT PARCEL #32 DESCRIPTION:**

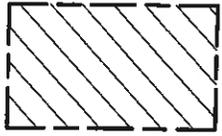
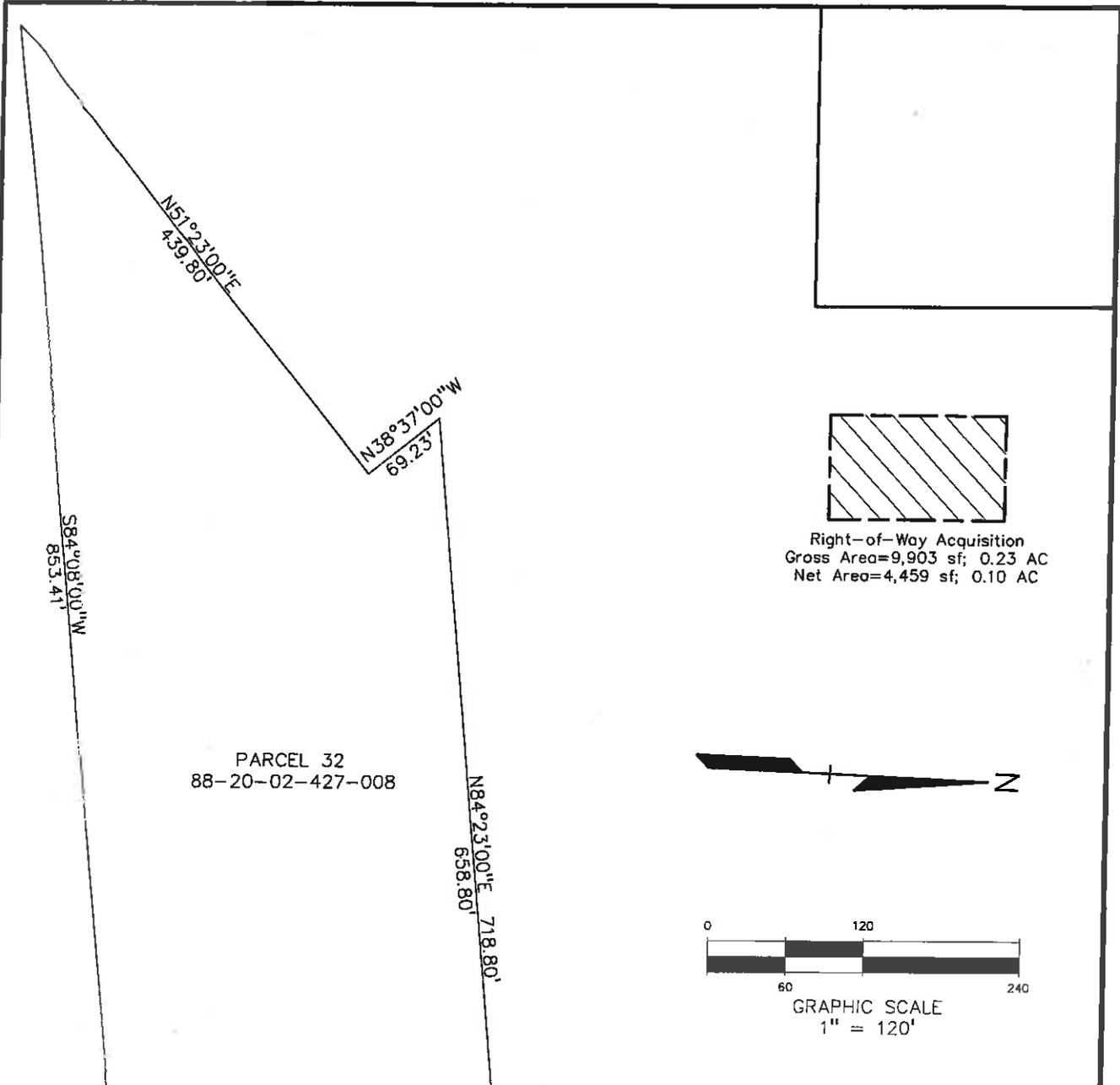
T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 574.95 FT FROM EAST 1/4 CORNER, THENCE SOUTH 164.94 FT, THENCE S 84°08'00" W 168 FT, THENCE SOUTH 129.65 FT, THENCE S 84°08'00" W 853.41 FT, THENCE N 51°23'00" E 439.80 FT, THENCE N 38°37'00" W 69.23 FT, THENCE N 84°23'00" E 718.80 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 5.10 ACRES.

**REMAINDER PARCEL DESCRIPTION:**

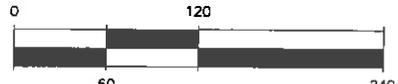
T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 574.95 FT & S 84°23'00" W 60.29 FT FROM EAST 1/4 CORNER OF SECTION 2, THENCE SOUTH 165.17 FT, THENCE S 84°08'00" W 107.68 FT, THENCE SOUTH 129.65 FT, THENCE S 84°08'00" W 853.41 FT, THENCE N 51°23'00" E 439.80 FT, THENCE N 38°37'00" W 69.23 FT, THENCE N 84°23'00" E 658.80 FT TO BEGINNING. CONTAINING 4.87 ACRES.

**PROPOSED RIGHT OF WAY ACQUISITION:**

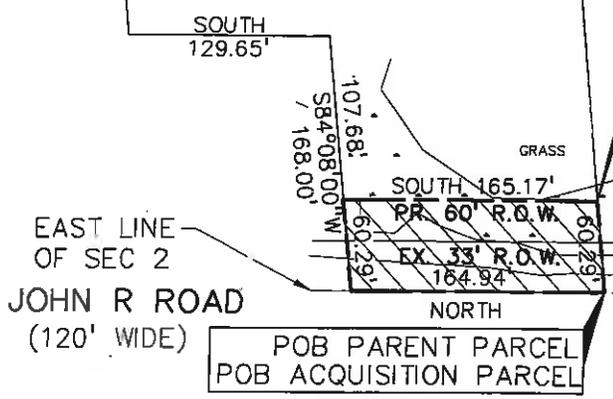
T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 574.95 FT FROM EAST 1/4 CORNER, THENCE S 84°23'00" W 60.29 FT, THENCE SOUTH 165.17 FT, THENCE N 84°08'00" E 60.29 FT, THENCE NORTH 164.94 FT TO THE POINT OF BEGINNING, ALSO KNOWN AS R.O.W. PARCEL #32, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 9,903 SQUARE FEET; 0.23 ACRES (GROSS) OR 4,459 SQUARE FEET; 0.10 ACRES (NET).



Right-of-Way Acquisition  
 Gross Area=9,903 sf; 0.23 AC  
 Net Area=4,459 sf; 0.10 AC



GRAPHIC SCALE  
 1" = 120'



POB REMAINDER PARCEL      PARCEL 32

ORCHARD, HILTZ & McCLIMENT, INC.  
 34000 Plymouth Road  
 Livonia, MI 48150 (734) 522-8711



**City of Troy**  
 500 W. Big Beaver Rd.  
 Troy, Michigan 48084  
 (248) 524-3594  
 www.ci.troy.mi.us

**88-20-02-427-008**  
 Right-of-Way  
 Acquisition Sketch

4-06	2
3-06	1
DATE	REV.

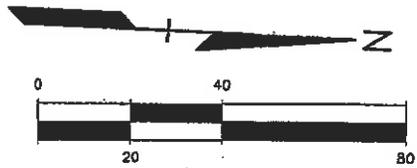
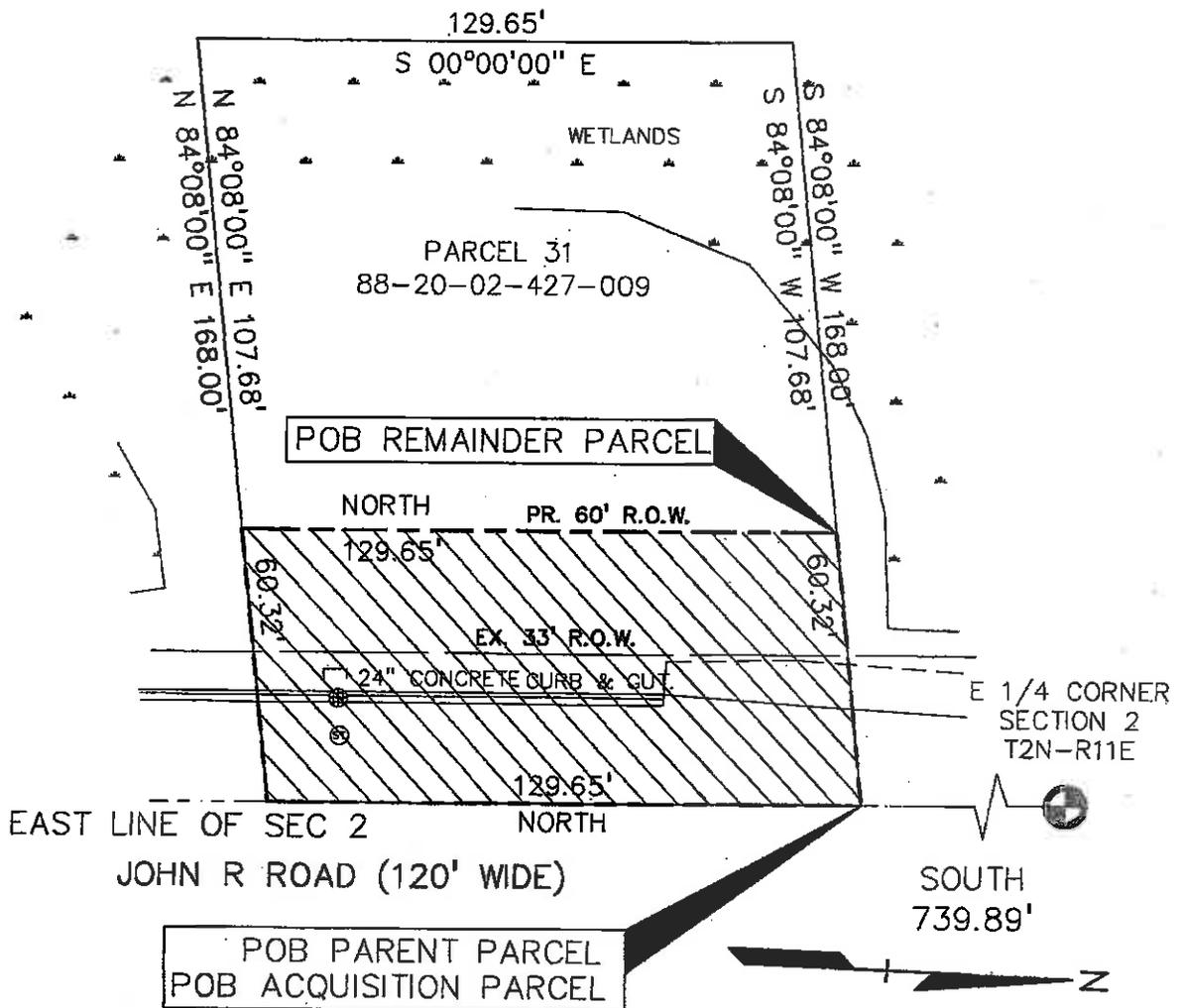
SCALE:	DRAWN BY:	CHECK BY:	FILE
1" = 120'	JRV	GWC	P32-SEC2 ROW
	1-27-06	2-17-06	

Document Prepared by  
 Professional Engineering  
 Associates, Inc.

CONTRACT No.

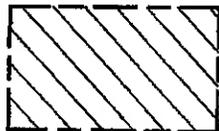
STEVEN J. VANDETTE  
 CITY ENGINEER

SHEET No.	JOB No.
1 of 2	2002-234



PARCEL 31

*Thomas G. Smith*



Right-of-Way Acquisition  
 Gross Area=7,779 sf; 0.18 AC  
 Net Area=3,501 sf; 0.08 AC

Document Prepared by  
 Professional Engineering  
 Associates, Inc.

3-06 DATE 1 REV.

CONTRACT No.

ORCHARD, HILTZ & McCLIMENT, INC.  
 34000 Plymouth Road  
 Livonia, MI, 48150 (734)522-6711



500 W. Big Beaver Rd.  
 Troy, Michigan 48064  
 (248) 524-3584  
 www.ci.troy.mi.us

88-20-02-427-009  
 Right-of-Way  
 Acquisition Sketch

SCALE: 1" = 40'	DRAWN BY: JRV	CHECK BY: GWC	FILE P31-SEC2_ROW
	1-27-06	2-3-06	
STEVEN J. VANDETTE CITY ENGINEER		SHEET No. 1 of 2	JOB No. 2002-234