

July 18, 2006

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services

SUBJECT: AGENDA ITEM – REQUEST FOR APPROVAL OF CONDITIONED PURCHASE AGREEMENT FOR RIGHT-OF-WAY: SIDEWALK GAP PROJECT, SIDWELL# 88-20-15-379-052, 215 E. WATTLES ROAD

As part of the ongoing Sidewalk Gap Completion Project, an agreement has been reached with William Cook, owner of the property located at 215 E. Wattles Road, to purchase 7 feet of right-of-way. The property is located in Section 15, on the north side of Wattles east of Hanover and abutting the McCulloch Drain.

Based on an appraisal prepared by Dennis Stephens, State Licensed Appraiser and reviewed by Kimberly Harper, Assistant City Assessor and State Licensed Appraiser, management believes that \$10,575.00, the compensation agreed upon, is justifiable for this 7 feet.

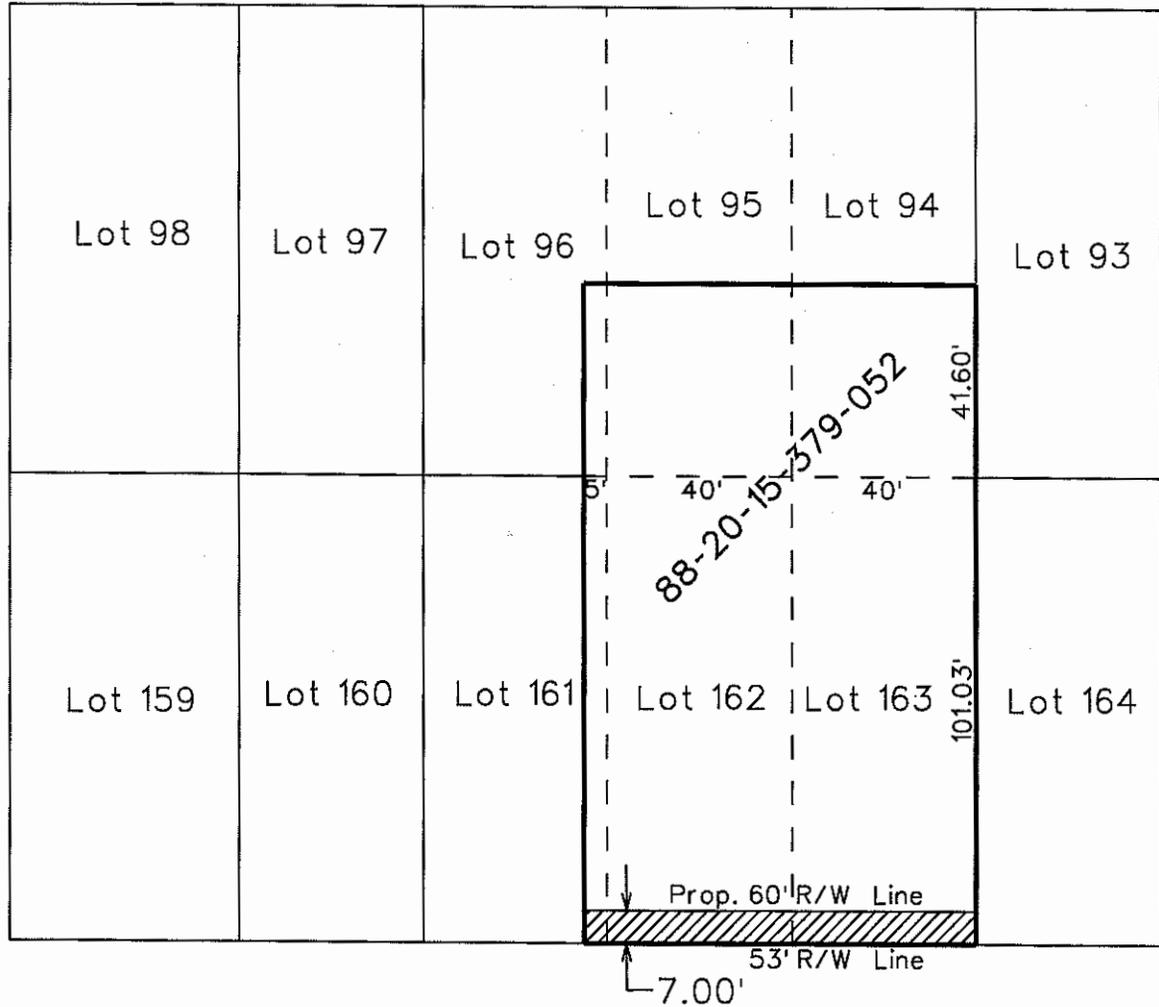
In order for the City to proceed with the acquisition of this right-of-way, management requests that City Council approve the attached Conditioned Purchase Agreement in the amount of \$10,575.00.

The right-of-way is being acquired under the Sidewalk New Construction budget.

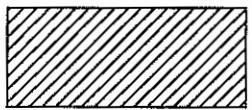
WATTLES ROAD SIDEWALK GAP PROJECT
SECTION 15



Hanover Ave.



#215 E. Wattles Rd.



Proposed R/W Acquisition
Area=595 Sq.Ft.

CITY OF TROY OAKLAND COUNTY, MICHIGAN			
Proposed R/W Acquisition Sketch 88-20-15-379-052			
SCALE	DRAWN BY	CHECKED	FILE
HOR. 1"=40'	NAME GJB III	NAME	See Above
VER.	DATE 06-20-06	DATE	VIEW #1
DOCUMENT PREPARED BY George J. Ballard III LAND SURVEYOR		CONTRACT No.	SHEET No. JOB No.
		STEVEN J. VANDETTE CITY ENGINEER	10F1

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from William Cook (the "Seller"), 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 Ten Thousand, Five Hundred and Seventy Five and no Dollars/100 (\$10,575.00) 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:

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

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 18th day of August, A.D. 2006.

In presence of:

Susan M Lancaster
SUSAN M LANCASTER

Beverly M. Holmes
BEVERLY M. HOLMES

CITY OF TROY (BUYER)

Larisa Figol
LARISA FIGOL

SELLER:

William Cook
* William Cook

*

EXHIBIT "A"

Property Owner: William Cook
SIDWELL #88-20-15-379-052

PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWN 2 NORTH , RANGE 11 EAST, THE SOUTH 41.60 FEET OF LOTS 94 AND 95, ALSO EAST 5 FEET OF SOUTH 41.60 FEET OF LOT 96, ALSO EAST 5 FEET OF LOT 161, ALSO ALL OF LOTS 162 AND 163 OF CRESTFIELD SUBDIVISION AS RECORDED IN LIBER 34, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTH 7 FEET OF PARCEL DESCRIBED AS THE SOUTH 41.60 FEET OF LOTS 94 AND 95, ALSO EAST 5 FEET OF SOUTH 41.60 FEET OF LOT 96, ALSO EAST 5 FEET OF LOT 161, ALSO ALL OF LOTS 162 AND 163 OF CRESTFIELD SUBDIVISION AS RECORDED IN LIBER 34, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, MICHIGAN.