

September 19, 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# 88-20-15-451-037, 571E. WATTLES ROAD

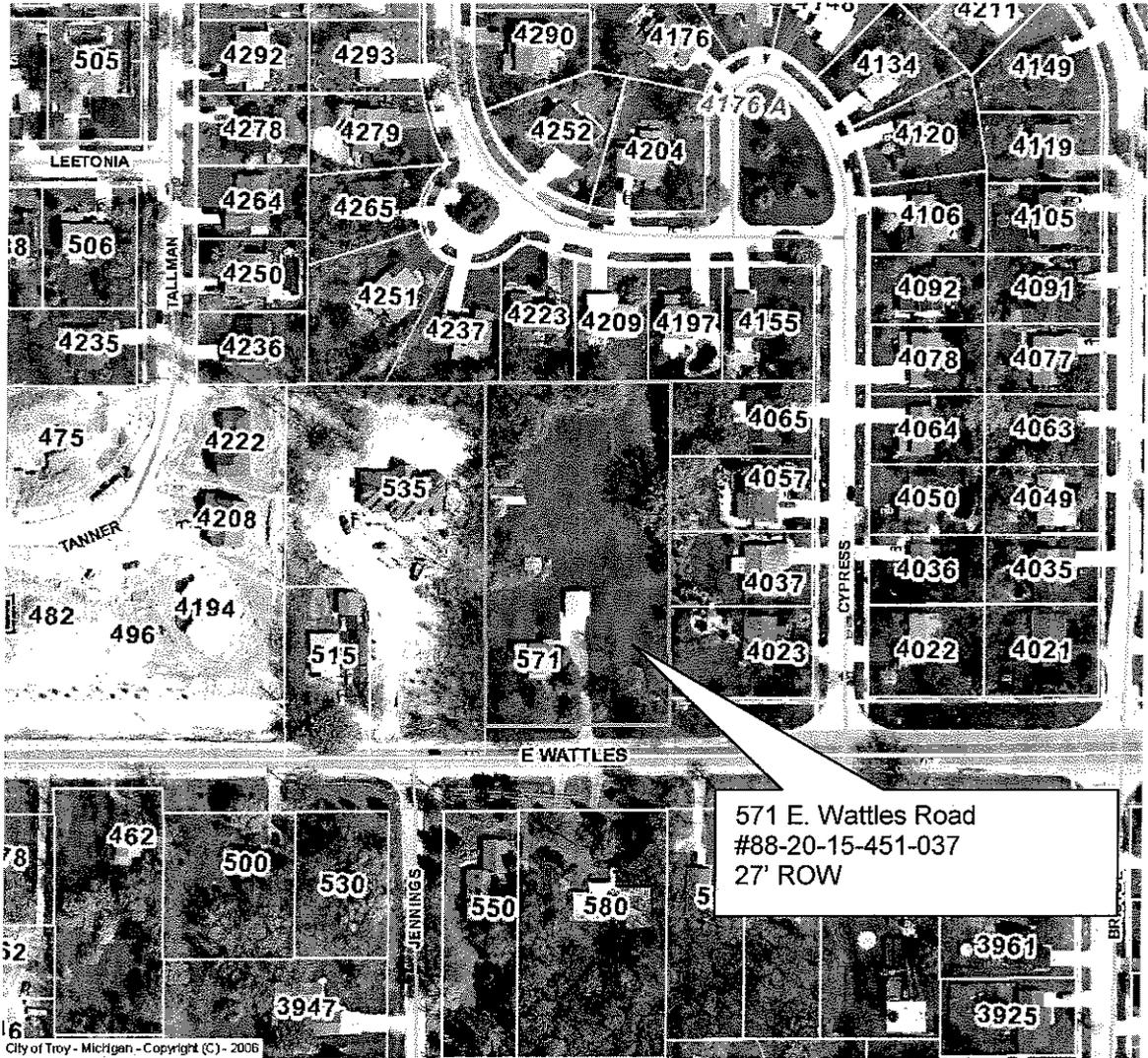
As part of the ongoing Sidewalk Gap Completion Project, an agreement has been reached with Harvey W. Swanson, owner of the property located at 571 E. Wattles Road, to purchase 27 feet of right-of-way. The property is located in Section 15, on the north side of Wattles west of Cypress

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 \$62,080.00, the compensation agreed upon, is justifiable for this 27 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 \$62,080.00.

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

WATTLES ROAD SIDEWALK GAP PROJECT
SECTION 15



571 E. Wattles Road
#88-20-15-451-037
27' ROW

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Harvey W. Swanson (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 Sixty Two Thousand, Eighty and no Dollars/100 (\$62,080.00) 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 29 day of August, A.D. 2006.

In presence of:

Pete Holland

Patricia A. Potito

CITY OF TROY (BUYER)

T. M. [Signature]

SELLER:

Harvey W Swanson

* Harvey W. Swanson

EXHIBIT "A"

Property Owner: Harvey Swanson
SIDWELL #88-20-15-451-037

PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, TOWN 2 NORTH , RANGE 11 EAST, THE WEST 200 FT OF THE SOUTH 373.20 FEET OF LOT 12, SUPERVISORS PLAT NO.14, AS RECORDED IN LIBER 54 OF PLATS, PAGE 46, OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTH 27 FEET OF THE WEST 200 FEET OF THE SOUTH 373.20 FEET OF LOT 12, SUPERVISORS PLAT NO.14, AS RECORDED IN LIBER 54 OF PLATS, PAGE 46, OAKLAND COUNTY RECORDS. CONTAINING 5,400 SQUARE FEET OR 0.124 ACRES, MORE OR LESS.