City of Troy

CITY COUNCIL ACTION REPORT

October 9, 2006

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services
Dennis C. Stephens, Right of Way Representative

SUBJECT: Request for Acceptance of an Agreement to Purchase Realty for Public Purposes with Gus and Maria Stavropoulos – Industrial Row Parcel No. 34A
Sidwell No. 88-20-32-152-020 - Project No. 06.504.5 and 06.505.5

Background:

- In connection with replacement of a 12 inch water-main with a 18 inch water-main for the purpose of supplying and maintaining a safe water pressure and the subsequent rebuilding of Industrial Row road way, it has been determined that in order to build a turn-around at the street end it would be necessary to acquire a privately owned 60 foot by 150 foot vacant parcel to enable the construction of that turn-around.

Financial Considerations:

- Gus and Maria Stavropoulos have agreed to sell this parcel to the City for the City of Troy Assessor's appraised value of $20,660.00.

Legal Considerations:

- The format and content of the Agreement to Purchase Realty for Public Purposes is consistent with Agreements to Purchase previously accepted by City Council.

Policy Considerations:

- This project requires the building of a temporary road on each side of the existing road in order to maintain traffic to all properties during the water-main replacement and road reconstruction. (Goal IV)
- The increase in size of the water-main from 12 inch to 18 inch will increase water pressure to a desired level for fire protection. (Goal VI)

Options:

- Staff recommends the approval of the attached Agreement to Purchase Realty for Public Purposes, so that the reconstruction of Industrial Row can be built as planned, with a safe and useable road ending.

Sidwell #88-20-32-152-020

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Gus Stavropoulos and Maria Stavropoulos, as tenants by the Entireties,, 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 Twenty Thousand Six Hundred Sixty and no cents ($20,660.00) 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. * OF THIS CONTRACT

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:
THE BUYER IS PURCHASING THE PROPERTY IN ITS AS-IS CONDITION.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 22ND day of SEPT., A.D. 2006 .

In presence of:

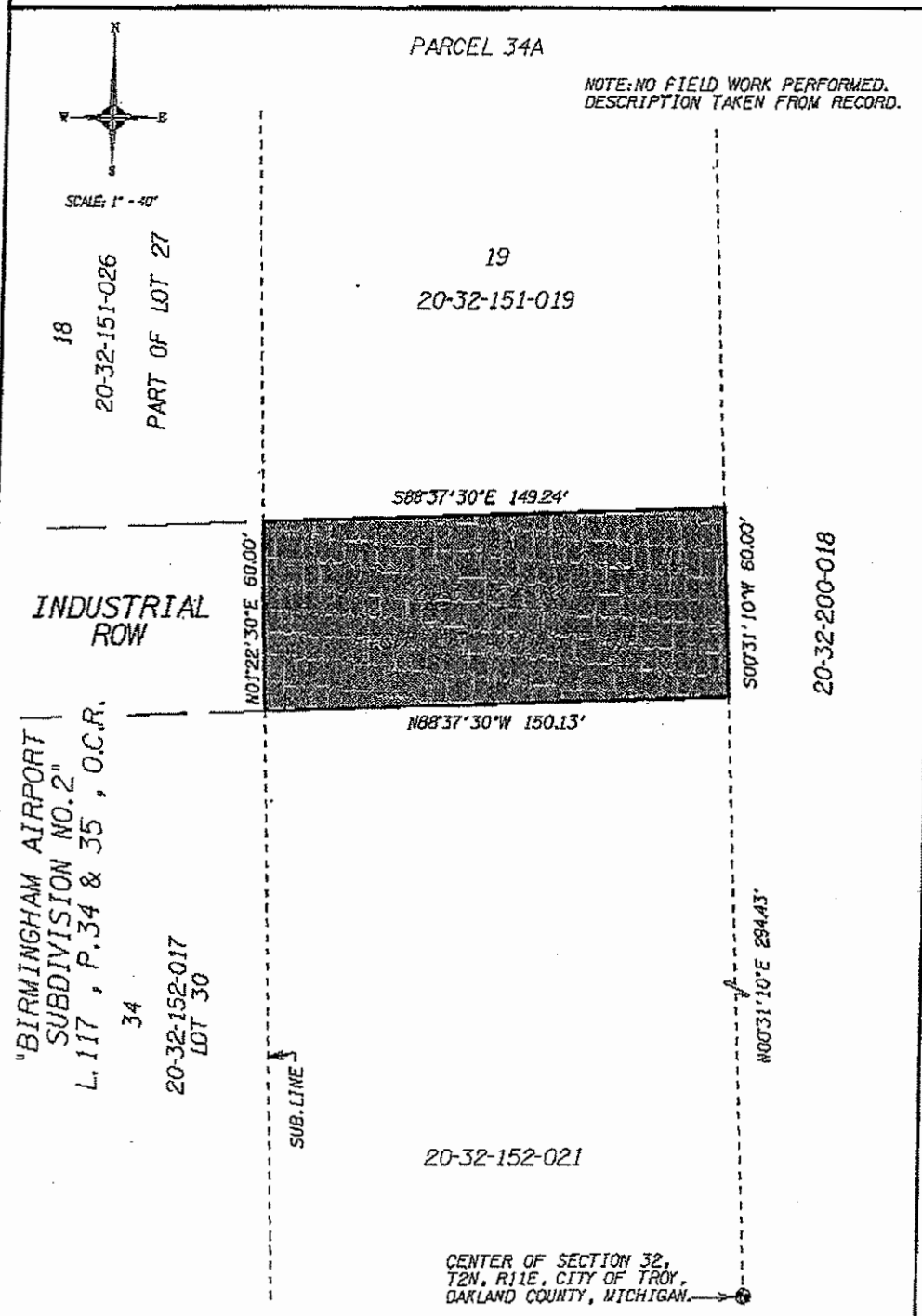
Nicole Dougherty

CITY OF TROY (BUYER)

Dennis C. Stevens

SELLER:

RIGHT OF WAY ACQUISITION



RIGHT OF WAY ACQUISITION - 8,981 SQUARE FEET

JOB NO. 20060101	HUBBELL, ROTH & CLARK, INC.	SHEET NO.
DATE 08-01-06	CONSULTING ENGINEERS 555 HULET DRIVE P.O. BOX 824 BLOOMFIELD HILLS, MICH. 48303-0824	1 OF 2

DESCRIPTION OF PROPERTY (20-32-152-020 TAKEN FROM RECORD)

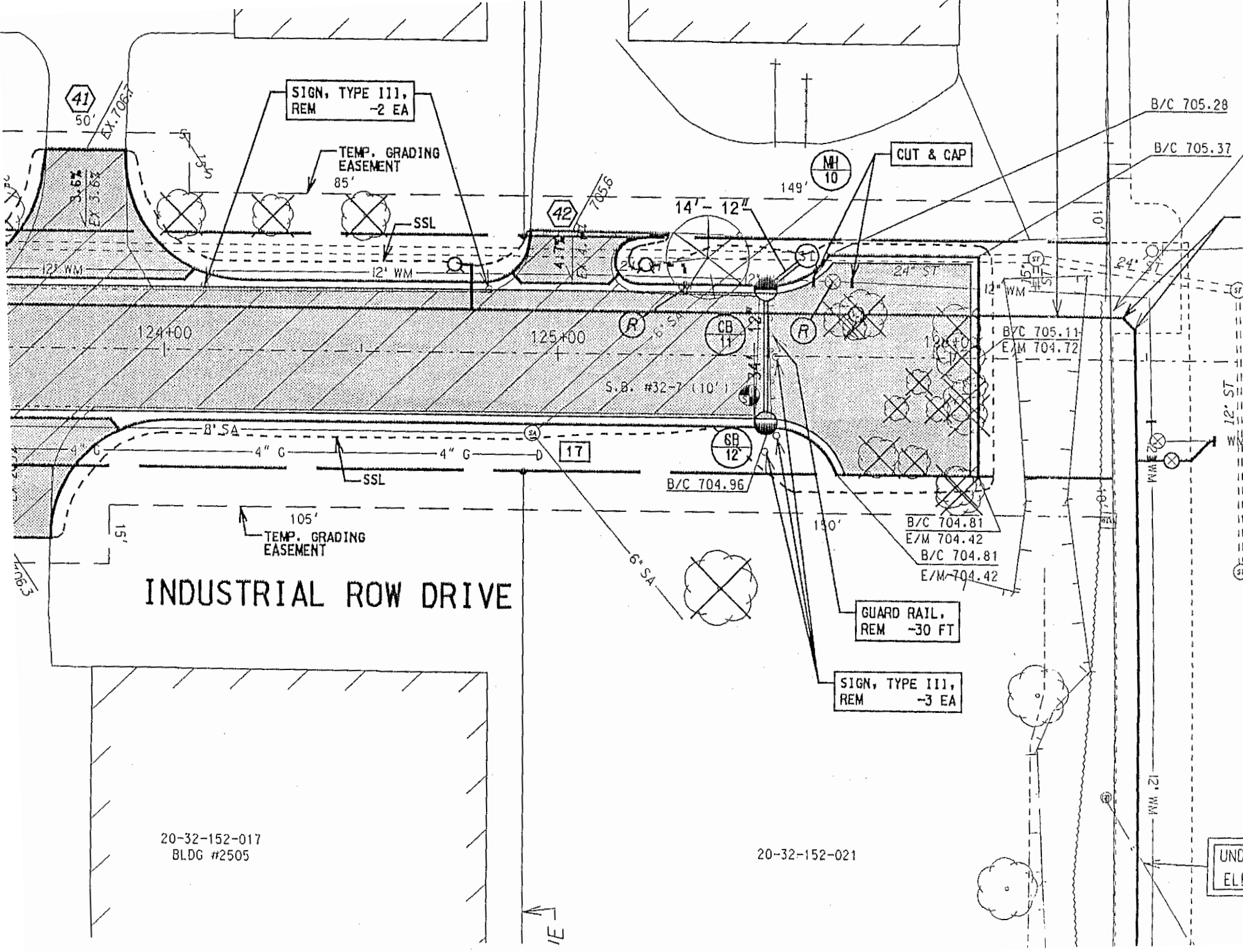
Part of the Southeast ¼ of the Northwest ¼ of Section 32, T2N, R11E, City of Troy, Oakland County, Michigan, described as: Beginning at a point distant N00°31'10"E 294.43 feet from the Center of said Section 32; thence N88°37'30"W 150.13 feet; thence N01°22'30"E 60.00 feet; thence S88°37'30"E 149.24 feet; thence S00°31'10"W 60.00 feet to the Point Of Beginning.

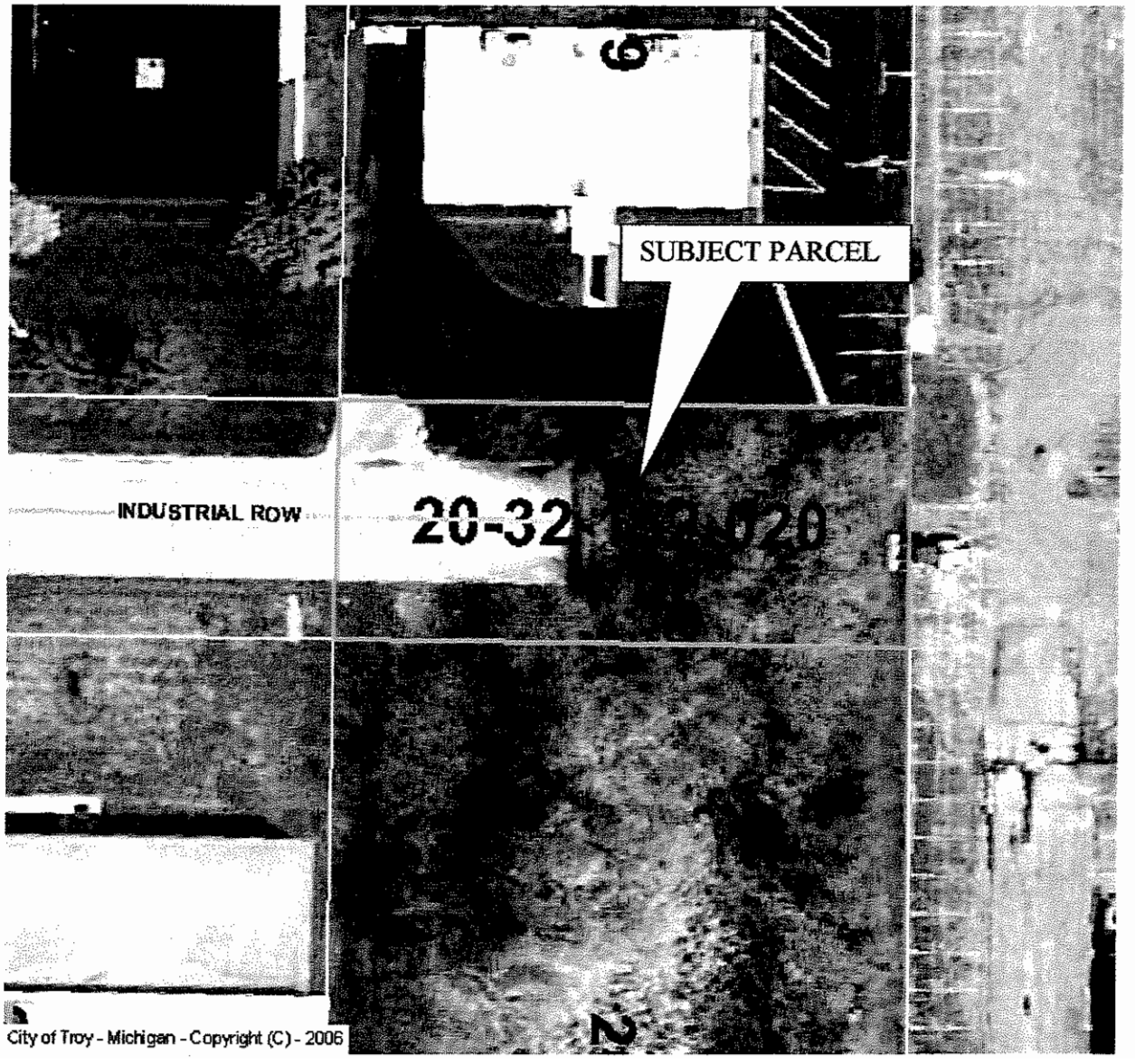
Subject to reservations, restrictions, and easements of record, if any.

Also known as Sidwell No. 20-32-152-020.

DESCRIPTION OF RIGHT OF WAY ACQUISITION

A Right of Way Acquisition being a part of the Southeast ¼ of the Northwest ¼ of Section 32, T2N, R11E, City of Troy, Oakland County, Michigan, described as: Beginning at a point distant N00°31'10"E 294.43 feet from the Center of said Section 32; thence N88°37'30"W 150.13 feet; thence N01°22'30"E 60.00 feet; thence S88°37'30"E 149.24 feet; thence S00°31'10"W 60.00 feet to the Point Of Beginning. Said acquisition contains 8,981 square feet or 0.206 acres, more or less.



SIGN, TYPE III, REM -2 EA
TEMP. GRADING EASEMENT
SSL
CUT & CAP
B/C 705.28
B/C 705.37
14' - 12"
149'
124+00
125+00
S.B. #32-7 (10')
B/C 705.11
E/M 704.72
8' SA
4" G
17
B/C 704.96
105'
TEMP. GRADING EASEMENT
150'
B/C 704.81
E/M 704.42
B/C 704.81
E/M 704.42
6" SA
GUARD RAIL, REM -30 FT
SIGN, TYPE III, REM -3 EA
INDUSTRIAL ROW DRIVE
20-32-152-017
BLDG #2505
20-32-152-021
12' WM
24" ST
12" ST

STAVROPOULOS – INDUSTRIAL ROW PARCEL – 34A