

## CITY COUNCIL ACTION REPORT

May 29, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services  
Steven J. Vandette, City Engineer  
Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC *PAP*

SUBJECT: Request for Approval of Purchase Agreement, John R Road Improvements, Square Lake Road to South Boulevard – Project No. 02.204.5 – Parcel #65 – Sidwell #88-20-01-151-049 – Mark & Elizabeth Abro

### Background:

- In connection with the proposed improvements to John R Road, from Square Lake Road to South Boulevard, the Real Estate & Development Department received a signed Purchase Agreement from Mark and Elizabeth Abro. This parcel is located at the northeast corner of Lakeside and John R Road in the northwest ¼ of Section 1.

### Financial Considerations:

- An appraisal was prepared by Andrew Reed, State Certified Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser, and Larysa Figol, Limited Real Estate Appraiser. Staff believes that \$12,100, plus closing costs for the acquisition of the property described in the purchase agreement is a justifiable amount for this acquisition.
- Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are included in the 2006-07 Major Road fund, account number 401479.7989.022045.

### Legal Considerations:

- The format and content of the purchase agreement and permit are consistent with documents previously accepted by City Council.

### Policy Considerations:

- The purpose of this project is to relieve congestion, improve safety and improve the flow of traffic. (Goals I and V)

Options:

- City Management recommends that City Council approve the attached Purchase Agreement from Mark and Elizabeth Abro so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Abro Purchase Agreement

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Mark Abro and Elizabeth Abro, 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 Twelve Thousand, One Hundred and no/100 Dollars (\$12,100) 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 29TH day of MAY, 2007.

In presence of:

Patricia Holland  
Harvey J. J.

CITY OF TROY (BUYER)

Patricia A. Petrels  
\_\_\_\_\_

SELLER:

Amber Albro  
Elizabeth Albro  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "A"

Section 1, John R Widening Project  
Parcel: 88-20-01-151-049  
Parcel #65

### PARENT PARCEL #65 DESCRIPTION:

T2N, R11E, SEC 1, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF NORTHWEST 1/4 ALSO PART OF LOT 5 OF 'TROY LAKE ESTATES', as recorded in Liber 232, Pages 25-29, Oakland County, Michigan records. BEGINNING AT A POINT DISTANT SOUTH 3063.36 FT & S 89°56'00" E, 60 FT FROM THE NORTHWEST CORNER, THENCE S 89°56'00" E, 90.03 FT, THENCE NORTH 90.96 FT, THENCE S 89°58'31" E, 24.97 FT, THENCE S 89°58'31" E, 54.45 FT TO TRAVERSE POINT 'D', THENCE S 89°58'31" E, ±16 FT TO THE SHORE OF TROY LAKE, THENCE SOUTHWESTERLY ±117 FT ALONG THE SHORELINE OF SAID LAKE, THENCE S 49°54'16" W, ±11 FT TO TRAVERSE POINT 'E', LOCATED S 09°46'16" W, 123.50 FT FROM SAID TRAVERSE POINT 'D', THENCE S 49°54'16" W, 76.42 FT, THENCE N 89°56'00" W, 90.03 FT, THENCE NORTH 80.00 FT TO BEGINNING, ALSO ALL THAT PART OF LAND LYING BETWEEN THE NORTH AND SOUTH PARCEL LINES EXTENDED WESTERLY TO THE WEST SECTION LINE, THE WEST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 0.5 ACRES MORE OR LESS.

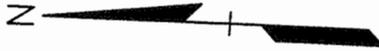
PARCEL #88-20-01-151-049

### REMAINDER PARCEL DESCRIPTION:

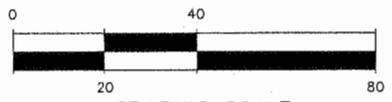
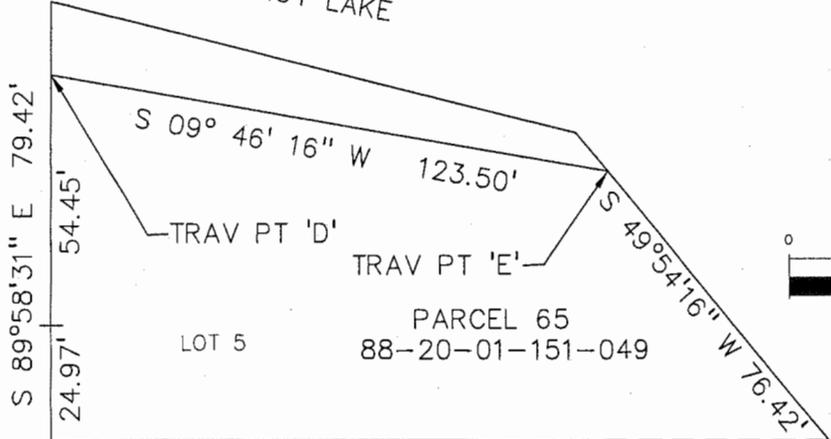
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### PROPOSED RIGHT OF WAY ACQUISITION:

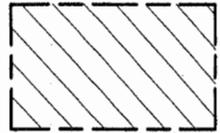
T2N, R11E, SEC 1, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF NORTHWEST 1/4, BEGINNING AT A POINT DISTANT SOUTH 3063.36 FT FROM THE NORTHWEST CORNER, THENCE S 89°56'00" E 60 FT, THENCE SOUTH 80.00 FT, THENCE N 89°56'00" W 60.00 FT, THENCE SOUTH 80.00 FT TO THE POINT OF BEGINNING, ALSO KNOWN AS R.O.W. PARCEL #65, THE WEST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 4,800 SQUARE FEET; 0.11 ACRES (GROSS) OR 2,160 SQUARE FEET; 0.05 ACRES (NET).



TROY LAKE

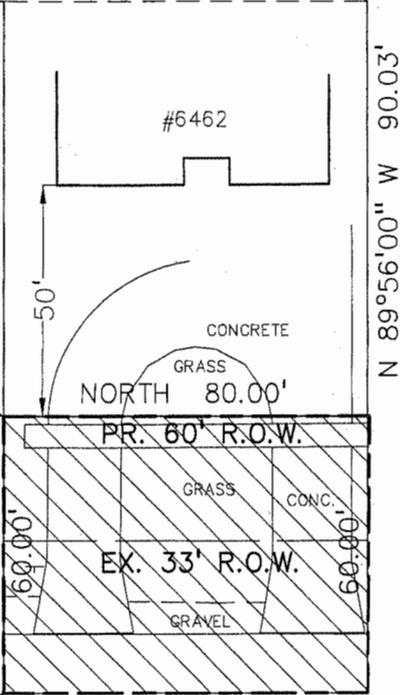


GRAPHIC SCALE  
1" = 40'



Right-of-Way Acquisition  
Gross Area=4,800 sf; 0.11 AC  
Net Area=2,160 sf; 0.05 AC

POB PARENT PARCEL  
POB REMAINDER PARCEL



NW CORNER  
SECTION 1  
T2N-R11E

SOUTH 3063.36'

POB ACQUISITION PARCEL

SOUTH 80.00'

PARCEL 65

JOHN R ROAD (120' WIDE)

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



City of  
**Troy**

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

6462 John R  
Right-of-Way  
Acquisition Sketch

SCALE: 1" = 40'	DRAWN BY: JRV	CHECK BY: GWC	FILE P65-SEC1 ROW
	1-27-06	2-17-06	

4-06 3-06	2 1
DATE	REV.



Document Prepared by  
Professional Engineering  
Associates, Inc.

CONTRACT No.

STEVEN J. VANDETTE  
CITY ENGINEER

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