



CITY COUNCIL ACTION REPORT

July 6, 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

SUBJECT: Request for Approval of Purchase Agreement, John R Road Improvements, Square Lake Road to South Boulevard – Project No. 02.204.5 – Parcel #34 & #35 – Sidwell #88-20-02-427-022 & #88-20-02-427-023 – Joseph N. Haddad, Manar Haddad and Beatrice H. Haddad

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 Purchase Agreement from Joseph N. Haddad, Manar Haddad and Beatrice H. Haddad. These parcels are located on the west side of John R Road, between Square Lake and Atkins in the southeast ¼ of Section 2.

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 \$19,700, 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 is 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 Joseph N. Haddad, Manar Haddad and Beatrice H. Haddad, so that the City can proceed with the acquisition of this right-of-way.

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

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Joseph N. Haddad and Manar Haddad, husband and wife, and Beatrice H. Haddad, a married woman (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 Nineteen Thousand, Seven Hundred and no/100 Dollars (\$19,700) 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
6TH day of JULY, 2007.

In presence of:

Laurel Nottage
LAUREL NOTTAGE

John Abraham
JOHN ABRAHAM

CITY OF TROY (BUYER)

Patricia A. Petitto
PATRICIA A. PETITTO

SELLER:

Beatrice H. Haddad
BEATRICE H. HADDAD

Joseph N. Haddad
JOSEPH N. HADDAD

Manar Haddad
MANAR HADDAD

EXHIBIT "A"

Parcel: 88-20-02-427-023
Parcel #34

PARENT PARCEL #34 DESCRIPTION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT S 00°40'33" W 370 FT FROM EAST 1/4 CORNER, THENCE S 00°40'33" W 90.00 FT, THENCE S 84°16'57" W 496.15 FT, THENCE N 04°56'33" W 103.28 FT, THENCE N 85°51'06" E 504.96 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 1.11 ACRES.

REMAINDER PARCEL DESCRIPTION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT S 00°40'33" W 370 FT & S 85°51'06" W 60.21 FT FROM EAST 1/4 CORNER, THENCE S 00°40'33" W 91.65 FT, THENCE S 84°16'57" W 435.77 FT, THENCE N 04°56'33" W 103.28 FT, THENCE N 85°51'06" E 444.75 FT TO BEGINNING. CONTAINING 0.98 ACRES.

PROPOSED RIGHT OF WAY ACQUISITION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT S 00°40'33" W 370 FT FROM EAST 1/4 CORNER, THENCE S 85°51'06" W 60.21 FT, THENCE S 00°40'33" W 91.65 FT, THENCE N 84°16'57" E 60.38 FT, THENCE N 00°40'33" E 90.00 FT TO THE POINT OF BEGINNING, ALSO KNOWN AS R.O.W. PARCEL #34, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 5,450 SQUARE FEET; 0.13 ACRES (GROSS) OR 2,465 SQUARE FEET; 0.06 ACRES (NET).

AND

Parcel: 88-20-02-427-022
Parcel #35

PARENT PARCEL #35 DESCRIPTION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT S 00°40'33" W 280 FT FROM EAST 1/4 CORNER, THENCE S 00°40'33" W 90.00 FT, THENCE S 85°51'06" W 504.96 FT, THENCE N 04°56'33" W 103.28 FT, THENCE N 87°21'58" E 514.14 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 1.13 ACRES.

REMAINDER PARCEL DESCRIPTION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT S 00°40'33" W 280 FT & S 87°21'58" W 60.10 FT FROM EAST 1/4 CORNER, THENCE S 00°40'33" W 91.59 FT, THENCE S 85°51'06" W 444.75 FT, THENCE N 04°56'33" W 103.28 FT, THENCE N 87°21'58" E 454.04 FT TO BEGINNING. CONTAINING 1.00 ACRES.

PROPOSED RIGHT OF WAY ACQUISITION:

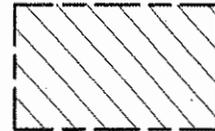
T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT S 00°40'33" W 280 FT FROM EAST 1/4 CORNER OF SECTION 2, THENCE S 87°21'58" W 60.10 FT THENCE S 00°40'33" W 91.59 FT, THENCE N 85°51'06" E 60.21 FT, THENCE N 00°40'33" E 90.00 FT TO THE POINT OF BEGINNING, ALSO KNOWN AS R.O.W. PARCEL #35, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 5,448 SQUARE FEET; 0.13 ACRES (GROSS) OR 2,463 SQUARE FEET; 0.06 ACRES (NET).

N 04°56'33" W
103.28'

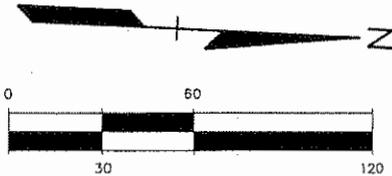
S 84° 16' 57" W 435.77'
S 84° 16' 57" W 496.15'

N 85° 51' 06" E 504.96'
N 85° 51' 06" E 444.75'

PARCEL 34
88-20-02-427-023



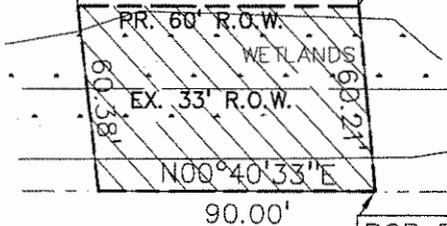
Right-of-Way Acquisition
Gross Area=5,450 sf; 0.13 AC
Net Area=2,465 sf; 0.06 AC



GRAPHIC SCALE
1" = 60'

POB REMAINDER PARCEL

S 00°40'33" W
91.65'



S00°40'33"W
370.00'

E 1/4 CORNER
SECTION 2
T2N-R11E

POB PARENT PARCEL
POB ACQUISITION PARCEL

JOHN R ROAD
(120' WD)

PARCEL 34

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



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

88-20-02-427-023
Right-of-Way
Acquisition Sketch

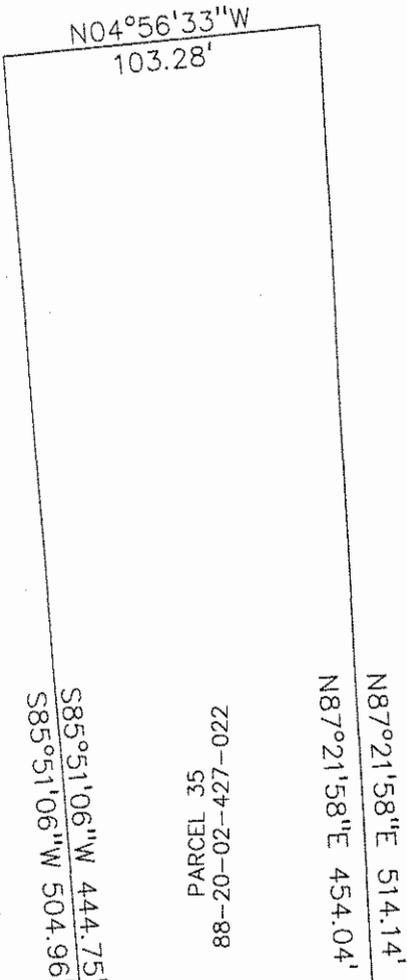
SCALE: 1" = 60'	DRAWN BY: JRV 1-27-06	CHECK BY: GWC 2-17-06	FILE P34-SEC2_ROW
STEVEN J. VANDETTE CITY ENGINEER		SHEET No. 1 of 2	JOB No. 2002-234



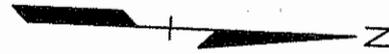
Document Prepared by
Professional Engineering
Associates, Inc.

4-06 DATE 2 REV.

CONTRACT No.



Right-of-Way Acquisition
 Gross Area=5,448 sf; 0.13 AC
 Net Area=2,463 sf; 0.06 AC



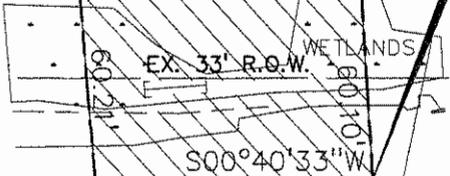
GRAPHIC SCALE
 1" = 60'

POB REMAINDER PARCEL

POB PARENT PARCEL
 POB ACQUISITION PARCEL

PARCEL 35

S00°40'33"W
 91.59'
 PR. 60' R.O.W.



S00°40'33"W
 280.00'
 E 1/4 CORNER
 SECTION 2
 T2N-R11E

EAST LINE SEC 2 90.00'
 JOHN R ROAD (120' WD)

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



City of
Troy

500 W. Big Beaver Rd.
 Troy, Michigan 48084
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88-20-02-427-022
 Right-of-Way
 Acquisition Sketch

SCALE: 1" = 60'	DRAWN BY: JRV	CHECK BY: GWC	FILE P35-SEC2_ROW
	1-27-06	2-17-06	

4-06	2
3-06	1
DATE	REV.

CONTRACT No.



Document Prepared by
 Professional Engineering
 Associates, Inc.

STEVEN J. VANDETTE
 CITY ENGINEER

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