



## CITY COUNCIL AGENDA ITEM

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Date: March 19, 2015

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
William Nelson, Fire Chief  
Lori Bluhm, City Attorney  
Steven J. Vandette, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Authorization to Make an Unconditioned Offer to Purchase Property for the Redevelopment of Fire Station #4 – Sidwell #88-20-25-352-030

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### Background

In connection with the proposed redevelopment of Fire Station #4 in Section 25, the City of Troy has made a conditioned offer in the amount of \$175,000.00 to Nisreen and Abbas Albedry owners of the property located at 2121 East Maple Road, having Sidwell #88-20-25-352-030.

The subject parcel is approximately .44 acres in size with a 1,016 square foot single family residence and a 2-car detached garage. The property is currently occupied by a tenant family. The sellers have asked to remove furniture and fixtures in the home and have committed to vacate the property by June 30, 2015.

Guided by an appraisal prepared by the appraisal firm of R.S. Thomas & Associates, Inc./Harold Blake Company, reviewed by Kimberly Harper, Deputy Assessor & State Licensed Appraiser, and by comparing current sales and listings for replacement properties in proximity to the subject property, staff believes the amount offered is justifiable for this acquisition.

### Recommendation

In order for the City to proceed with the acquisition of this property, Staff requests that City Council approve the attached Conditioned Purchase Agreement in the amount of \$175,000.00.

### Fund Availability

Monies for the acquisition of this parcel are available in the Capital Fire Building fund.



354 0 177 354 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Nisreen Albedry and Abbas Albedry, husband and wife, (the "Seller"), the following described premises (the "Property"):

Lot 16, except the south 27 feet taken for Maple Road, Supervisor's Plat of Maple Acres, according to the plat thereof as recorded in Liber 48, Page 57 of Plats, Oakland County Records.

for a public project within the City of Troy and to pay the sum of One Hundred and Seventy Five Thousand and no/100 Dollars (\$175,000) 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 has the option of removing any fixtures or furniture at their own expense prior to June 30, 2015. Seller shall vacate the property by June 30, 2015 and shall adequately insure the property until vacation Seller shall maintain utilities until vacation. In the event seller or tenant vacates the property prior to June 30, 2015, seller or tenant shall provide written notice to the City before disconnecting any insurance or utility.

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

19<sup>th</sup> IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this  
march day of \_\_\_\_\_, A.D. 2015.

In presence of:

ABDUL

CITY OF TROY (BUYER)

Randy Lee

SELLER:

Nisreen Albedry

Nisreen Albedry

Abbas Albedry

Abbas Albedry