CITY COUNCIL ACTION REPORT

October 9, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer
Larysa Figol, Right-of-Way Representative

SUBJECT: Request for Approval of Purchase Agreement – Olive Peters, 115 Wattles
Sidwell #88-20-15-355-048, 049 & 050

Background:

- As part of the ongoing Wattles Road Sidewalk Gap Completion Project, an agreement has been reached with Olive Peters, owner of the property located at 115 Wattles Road. The agreement reached is to purchase seven feet of right-of-way.
- The property is located in Section 15 on the north side of Wattles, east of Livernois.

Financial Considerations:

- An appraisal was prepared by Dennis Stephens, State Licensed Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser. Staff believes that $21,818.00, plus closing costs for the acquisition of the seven feet of right-of-way in the purchase agreement is a justifiable amount for this acquisition.
- The right-of-way is being acquired under the Sidewalk New Construction budget.

Legal Considerations:

- The format and content of this purchase agreement is consistent with agreements previously accepted by City Council.

Policy Considerations:

- The sidewalk gap completion projects enhance the safety and livability of our community (Goals I), and maintain public infrastructure and meet public needs (Goal V).

Options:

- City Management recommends that City Council approve the attached Purchase Agreement from the property owner Olive Peters, so that the City can proceed with the acquisition of right-of-way for new sidewalk construction.

Sidwell # 88-20-15-355-048,049 & 050

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Olive Peters (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 Twenty One Thousand, Eight Hundred and Eighteen and no Dollars/100 ($21,818.00) 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: Subject To completed Removal of willow Tree, To include Stump & ALL Debris.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 15th day of September, A.D. 2007.

In presence of:

Frank Peters

Laura Caudell

CITY OF TROY (BUYER)

LARYSA FIGOL

SELLER:

Olive Peters

* Olive Peters

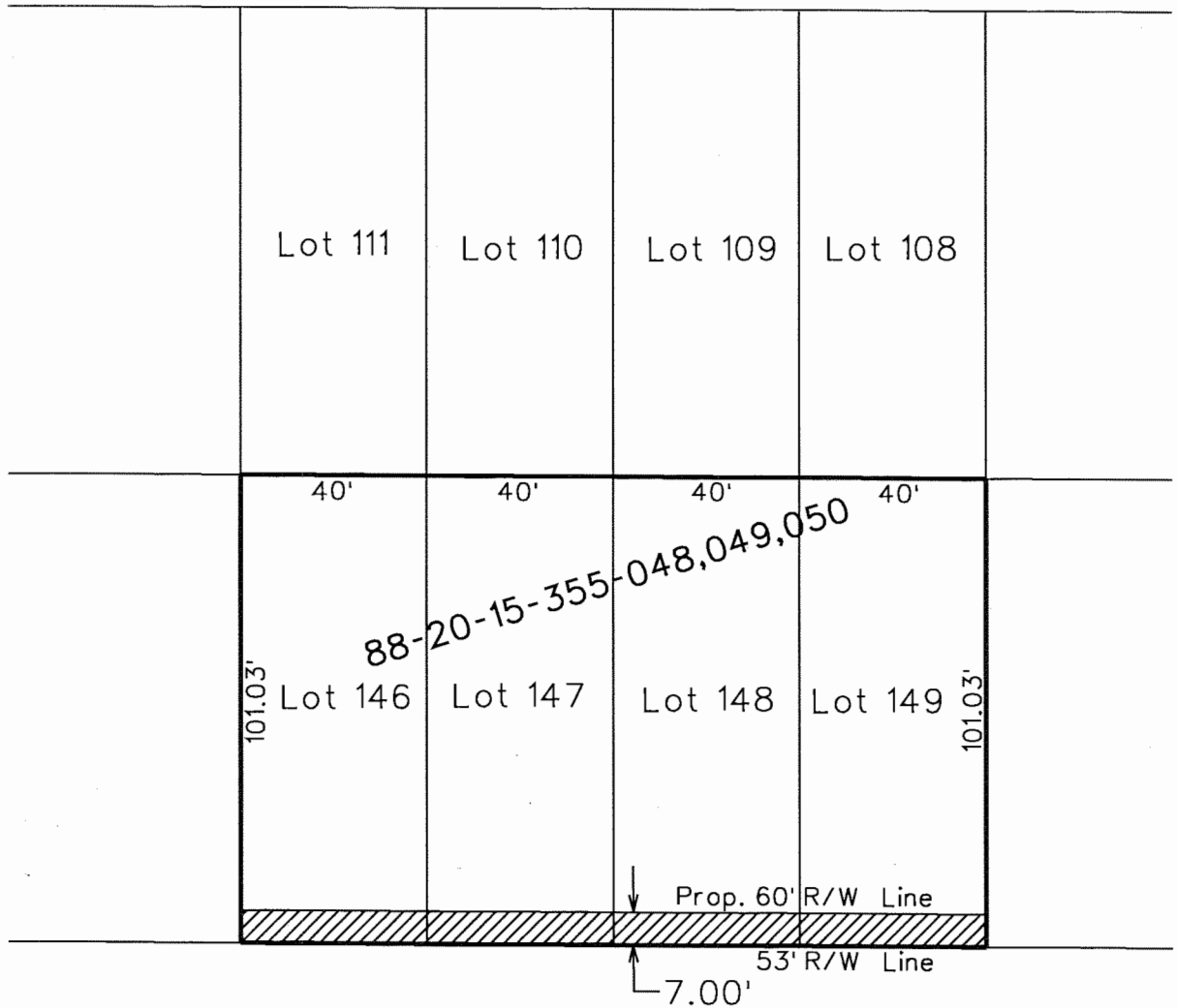
*2 - Property has lien due to sewer installation. lien Holder, is City of Troy, Assesment For this is in taxes levied by Troy!

EXHIBIT "A"

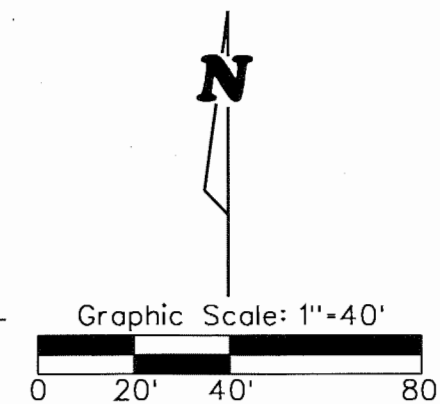
Property Owner: Olive Peters
SIDWELL #88-20-15-355-048, 049 & 050

PART OF THE SOUTHWEST ¼ OF SECTION 15, TOWN 2 NORTH , RANGE 11 EAST, LOTS 146, 147, 148 AND 149 OF CRESTFIELD SUBDIVISION AS RECORDED IN LIBER 34, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTH 7 FEET OF PARCEL DESCRIBED AS LOTS 146, 147, 148 AND 149 OF CRESTFIELD SUBDIVISION AS RECORDED IN LIBER 34, PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, MICHIGAN. CONTAINING 1,120 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.



#115 E. Wattles Rd.



Proposed R/W Acquisition Area=1,120 Sq.Ft.

DATE	REV.

DOCUMENT PREPARED BY
George J. Ballard III
LAND SURVEYOR

CONTRACT No.

CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Proposed R/W Acuisition Sketch
88-20-15-355-048,049,050

SCALE	DRAWN BY	CHECKED	FILE
HOR. 1"=40'	NAME GJB III	NAME	See Above
VER.	DATE 06-20-06	DATE	VIEW #1

STEVEN J. VANDETTE
CITY ENGINEER

SHEET No.	JOB No.
1OF1	