F-08

CITY COUNCIL ACTION REPORT

December 11, 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 #68B – Sidwell #88-20-01-151-047
Mark and 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 Purchase Agreement from Mark and Elizabeth Abro. This parcel is located on the east side of John R Road, between Lakeside Street and Alfred Street 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 $14,400, 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 2007-08 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 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 Fourteen Thousand, Four Hundred and no/100 Dollars ($14,400) 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 11TH day of December, 2007.

In presence of:

George J. Ballard III

Janet Parsons

CITY OF TROY (BUYER)

Patricia A. Petitto

SELLER:

Mark Abro

Elizabeth Abro

Exhibit "A"

Section 1, John R Widening Project
Parcel: 88-20-01-151-047
Parcel #68

PARENT PARCEL #68 DESCRIPTION (REVISED FROM SECTION LINE):

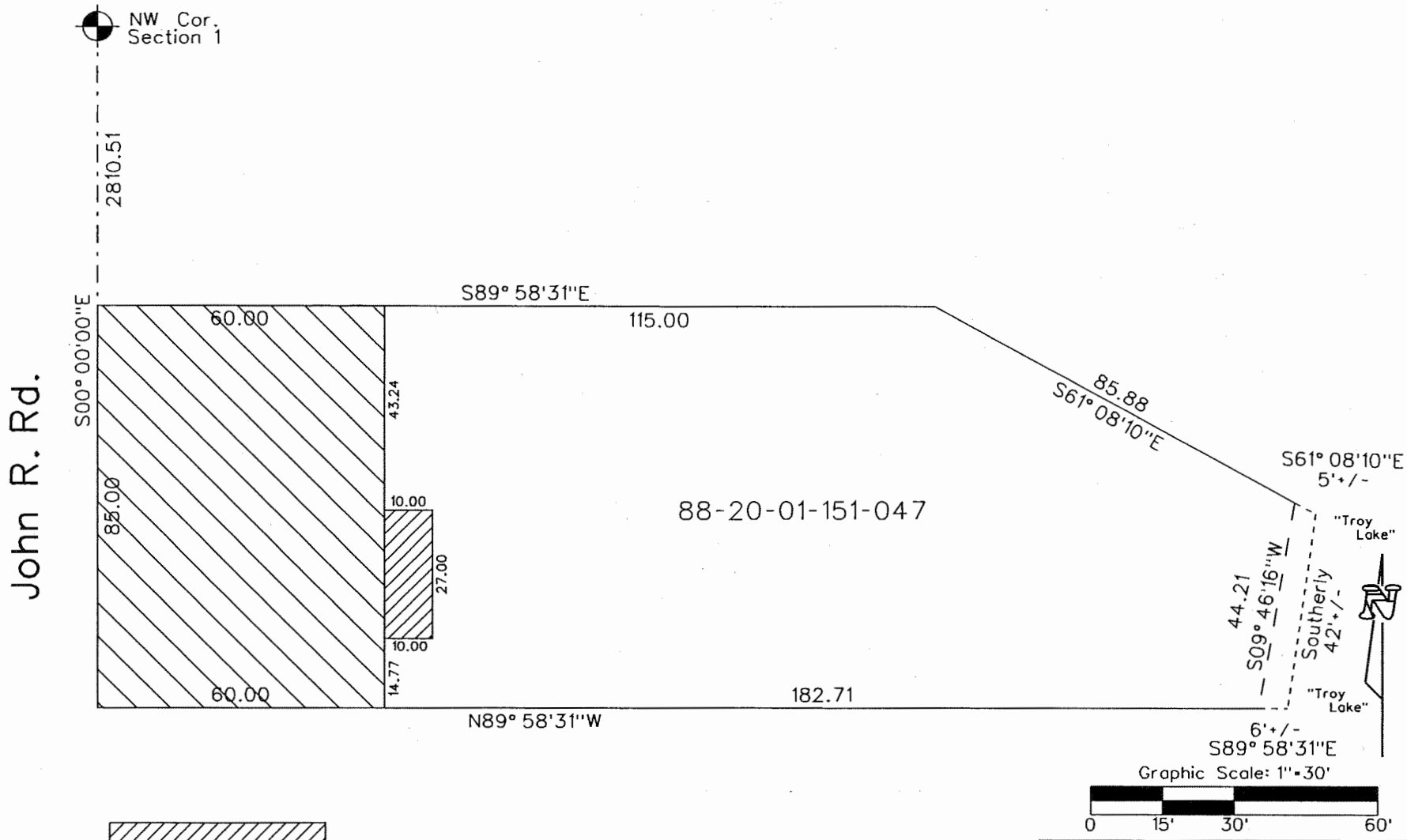
T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, ALSO PART OF LOT 5 OF "TROY LAKE ESTATES", AS RECORDED IN L. 232, P. 25-29 OF OAKLAND COUNTY, MICHIGAN RECORDS; BEGINNING AT A POINT DISTANT SOUTH 2810.51 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E 175 FT; THENCE S 61°08'10" E, 85.88 FT TO TRAVERSE POINT "B", THENCE S 61°08'10" E ±5 FT TO THE SHORE OF TROY LAKE; THENCE SOUTHERLY ±42 FT ALONG THE SHORELINE OF TROY LAKE; THENCE N 89°58'31" W ±6 TO TRAVERSE POINT "C", LOCATED S 09°46'16" W 44.21 FT FROM SAID TRAVERSE POINT "B", THENCE N 89°58'31" W 242.71 FT, THENCE NORTH 85 FT TO THE POINT OF BEGINNING. CONTAINING 0.454 ACRES MORE OR LESS.

PROPOSED RIGHT OF WAY ACQUISITION:

T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, CITY OF TROY, OAKLAND COUNTY, MICHIGAN; BEGINNING AT A POINT DISTANT SOUTH 2810.51 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E 60.00 FT; THENCE SOUTH 85 FT; THENCE N 89°58'31" W 60.00 FT; THENCE NORTH 85 FT TO THE POINT OF BEGINNING. CONTAINING 5,100 SQUARE FEET OR 0.117 ACRES MORE OR LESS.

REMAINDER PARCEL DESCRIPTION:

T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, ALSO PART OF LOT 5 OF "TROY LAKE ESTATES", AS RECORDED IN L. 232, P. 25-29 OF OAKLAND COUNTY, MICHIGAN RECORDS; BEGINNING AT A POINT DISTANT SOUTH 2810.51 FT AND S 89°58'31" E, 60 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E 115 FT; THENCE S 61°08'10" E, 85.88 FT TO TRAVERSE POINT "B", THENCE S 61°08'10" E ±5 FT TO THE SHORE OF TROY LAKE; THENCE SOUTHERLY ±42 FT ALONG THE SHORELINE OF TROY LAKE; THENCE N 89°58'31" W ±6 TO TRAVERSE POINT "C", LOCATED S 09°46'16" W 44.21 FT FROM SAID TRAVERSE POINT "B", THENCE N 89°58'31" W 182.71 FT, THENCE NORTH 85 FT TO THE POINT OF BEGINNING. CONTAINING 0.337 ACRES MORE OR LESS.



Proposed
10' Grading Permit
Area=270 Sq.Ft.

Proposed
Right of Way
Acquisition
Area=5,100 Sq.Ft.

DATE	REV.		
DOCUMENT PREPARED BY George J. Ballard III LAND SURVEYOR	CONTRACT No.		

CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Parcel #68 (88-20-01-151-047)
Right of Way & Grading Permit
Acquisition Sketch

SCALE	DRAWN BY	CHECKED	FILE
HOR. 1"=30'	NAME GJB III	NAME	See Above
VER.	DATE 7-28-06	DATE	VIEW #1

STEVEN J. VANDETTE
CITY ENGINEER

SHEET No. 1OF1
JOB No.