



CITY COUNCIL ACTION REPORT

April 22, 2008

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 and Acceptance of Permanent Drainage Easement, John R Road Improvements, Long Lake Road to Square Lake Road
 Project No. 02.203.5 – Parcel #13 – Sidwell #88-20-11-226-005
 Antoinette L. Brubaker

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 and a permanent drainage easement from Antoinette L. Brubaker. This parcel is located on the west side of John R Road, between Abbotsford and Square Lake Road in the northeast ¼ of Section 11.

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 \$49,799, plus closing costs for the acquisition of the property described in the purchase agreement and \$100 for the permanent drainage easement are justifiable amounts 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 401479.7989.022035.

Legal Considerations:

- The format and content of the purchase agreement and easement are consistent with documents previously accepted by City Council.
- As an additional condition of the purchase agreement, the City will reimburse the Seller \$1,000 for costs associated with the review of the offer.

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 and accept the attached permanent drainage easement from Antoinette L. Brubaker so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Brubaker Purchase Agreement & PDE

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Antoinette L. Brubaker (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 Forty-Nine Thousand, Seven Hundred, Ninety-Nine and no/100 Dollars (\$49,799.00) 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: Buyer also agrees to reimburse Seller \$1,000 for costs associated with the review of this offer.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 22ND day of APRIL, 2008.

In presence of:

Pete Holland
PETE HOLLAND

Peter J. Tranchida
PETER J. TRANCHIDA

CITY OF TROY (BUYER)

Patricia A. Pettit

SELLER:

Antoinette L. Brubaker
Antoinette L. Brubaker

Exhibit "A"

Section 11, John R Widening Project

PARCEL #13

PARENT PARCEL #13 DESCRIPTION:

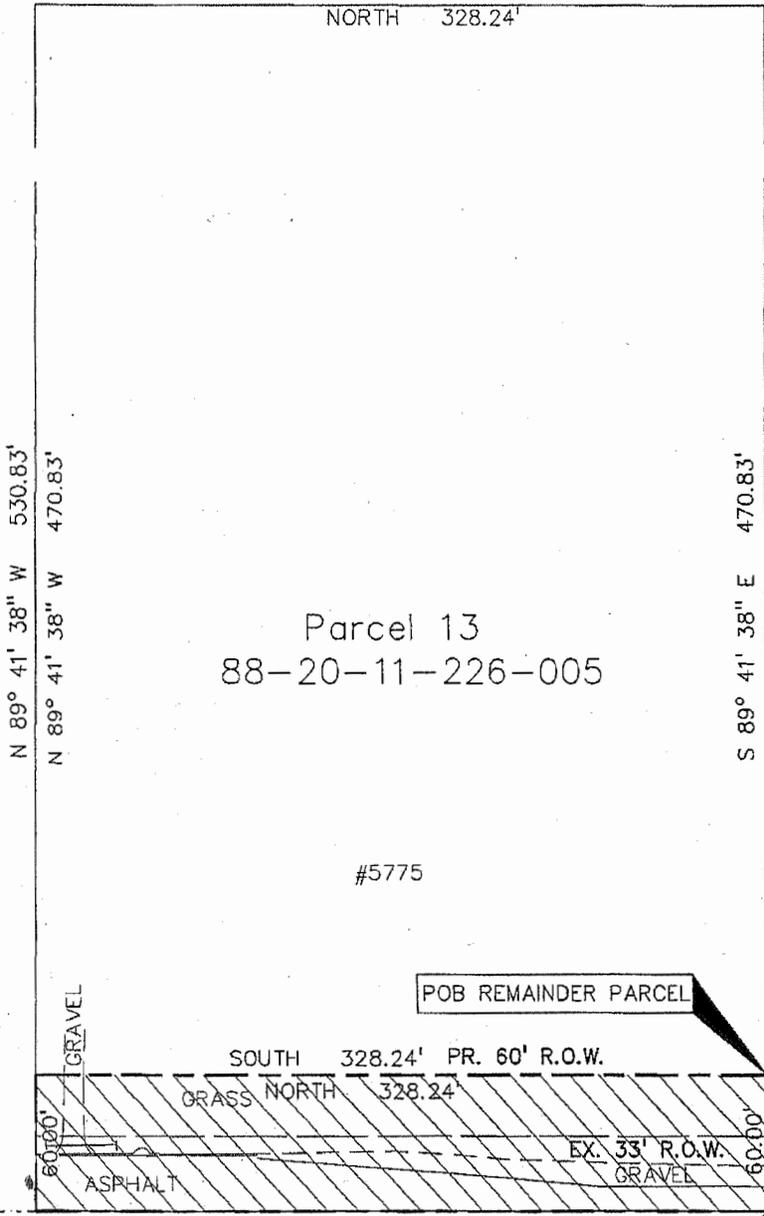
T2N, R11E, SEC 11, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 1159.16 FT FROM THE NORTHEAST CORNER, THENCE SOUTH 328.24 FT, THENCE N 89°41'38" W 530.83 FT, THENCE NORTH 328.24 FT, THENCE S 89°41'38" E 530.83 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 4.00 ACRES.

REMAINDER PARCEL DESCRIPTION:

T2N, R11E, SEC 11, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 1159.16 FT AND N 89°41'38" W 60.00 FT FROM THE NORTHEAST CORNER, THENCE SOUTH 328.24 FT, THENCE N 89°41'38" W 470.83 FT, THENCE NORTH 328.24 FT, THENCE S 89°41'38" E 470.83 FT TO BEGINNING. CONTAINING 3.55 ACRES.

PROPOSED RIGHT OF WAY ACQUISITION:

BEING A PART OF T2N, R11E, SEC 11, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 1159.16 FT FROM THE NORTHEAST CORNER OF SECTION 11, THENCE SOUTH 328.24 FT, THENCE N 89°41'38" W 60.00 FT, THENCE NORTH 328.24 FT, THENCE S 89°41'38" E 60.00 FT TO BEGINNING, KNOWN AS PARCEL 88-20-11-226-005, ALSO KNOWN AS R.O.W. PARCEL #13, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 19,694 SQUARE FEET; 0.45 ACRES (GROSS) OR 8,862 SQUARE FEET; 0.20 ACRES (NET).



Parcel 13
88-20-11-226-005

#5775

POB REMAINDER PARCEL

SOUTH 328.24' PR. 60' R.O.W.

GRASS NORTH 328.24'

EX. 33' R.O.W.

ASPHALT

SOUTH 328.24' EAST LINE OF SEC 11

JOHN R ROAD (120' WIDE)

NE CORNER SECTION 11
T2N-R11E

POB PARENT PARCEL
POB ACQUISITION PARCEL

Parcel 13

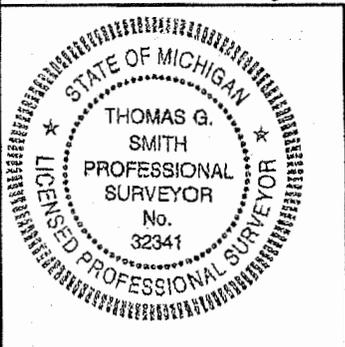
Thomas G. Smith

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



500 W. Big Beaver Rd.
Troy, Michigan 48064
(248) 524-3594
www.ci.troy.mi.us

5775 John R
Right-of-Way
Acquisition Sketch



Right-of-Way Acquisition
Gross Area=19,694 sf; 0.45 AC
Net Area= 8,862 sf; 0.20 AC

Document Prepared by
Professional Engineering
Associates, Inc.

SCALE: 1" = 80'	DRAWN BY: JRV	CHECK BY: GWC	FILE P13-SEC11_ROW
DATE 3-06	REV. 1	1-27-06	2-17-06
CONTRACT No. STEVEN J. VANDETTE CITY ENGINEER		SHEET No. 1 of 2	JOB No. 2002-234

PERMANENT EASEMENT

Sidwell #88-20-11-226-005
Parcel #13

Antoinette L. Brubaker, Grantor, whose address is: 5775 John R., Troy, MI 48085 for and in consideration of the sum of: One Hundred and no/100 Dollars (\$100.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee a drainage easement, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PARENT PARCEL
AND DESCRIPTION OF EASEMENT AREA

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed her signature(s) this 21st day of April, 2008.

Antoinette L. Brubaker (L.S.)
*Antoinette L. Brubaker

* (L.S.)

STATE OF MICHIGAN)
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Antoinette L. Brubaker, to me known to be the same person(s) described in and who executed the within instrument, and who then acknowledged the same to be their free act and deed.

Beverly J. Figurski
* BEVERLY J. FIGURSKI

Notary Public, Macomb County, Michigan

Acting in Macomb County, Michigan

My Commission Expires 6/5/2011

Prepared by: Patricia A. Petitto
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

Exhibit "A"

Section 11, John R Widening Project
Parcel: 88-20-11-226-005
PARCEL #13

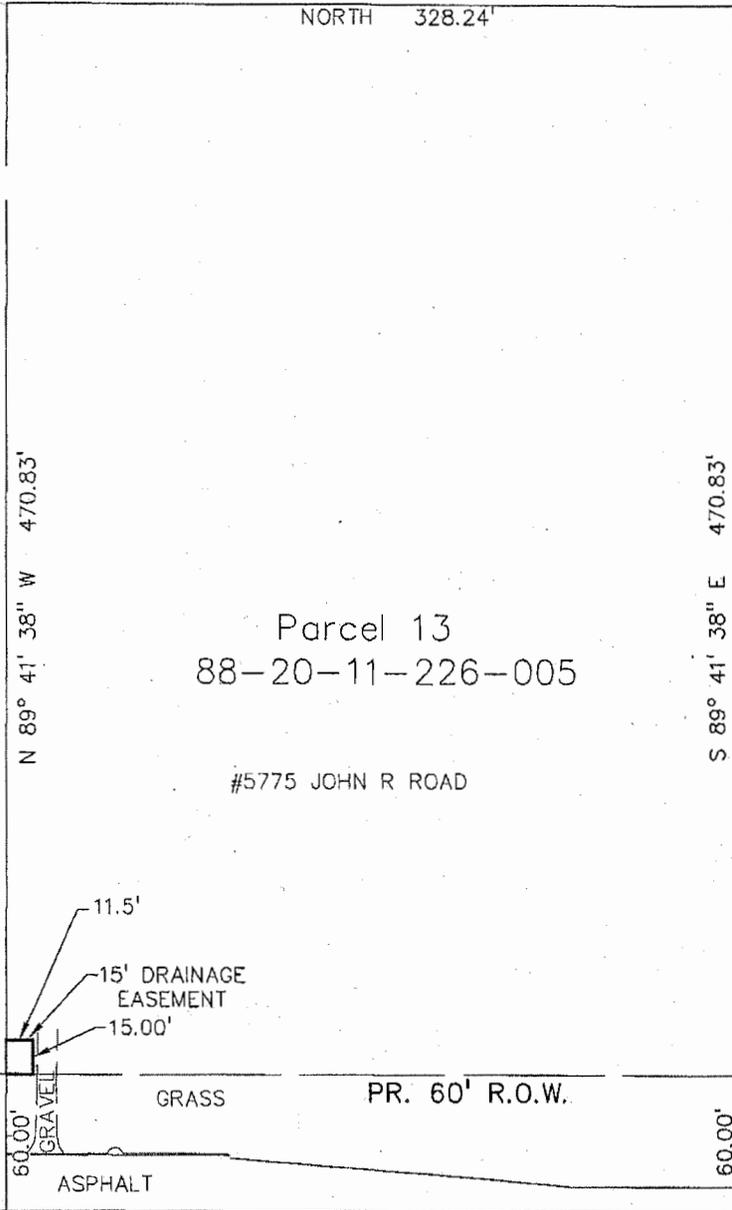
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PARCEL #88-20-11-226-005

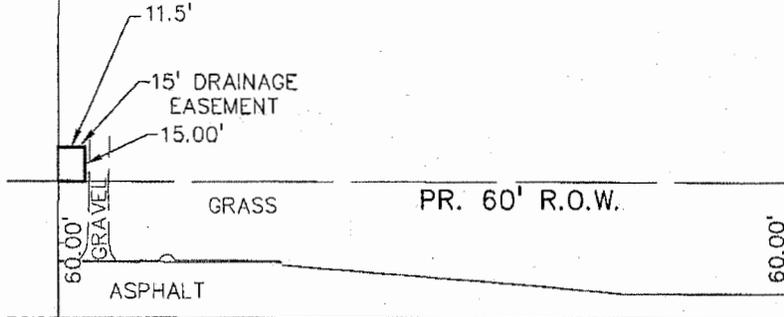
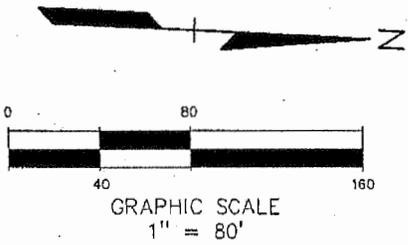
15' DRAINAGE EASEMENT:

A 15 FOOT DRAINAGE EASEMENT IN T2N, R11E, SEC 11, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEING THE SOUTH 11.5 FEET OF THE WEST 15.00 FEET OF THE EAST 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 BEGINNING AT A POINT DISTANT SOUTH 1159.16 FT FROM THE NORTHEAST CORNER, THENCE SOUTH 328.24 FT, THENCE N 89°41'38" W 530.83 FT, THENCE NORTH 328.24 FT, THENCE S 89°41'38" E 530.83 FT TO BEGINNING.



Parcel 13
88-20-11-226-005

#5775 JOHN R ROAD



SOUTH 328.24' EAST LINE OF SEC 11
JOHN R ROAD (120' WIDE)

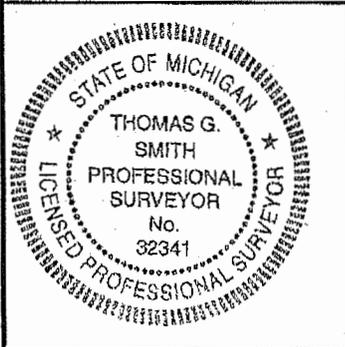
NE CORNER SECTION 11 T2N-R11E

SOUTH 1159.16'

Thomas G. Smith

POB PARENT PARCEL

Parcel 13



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5775 John R
Easement
Sketch

SCALE:	DRAWN BY:	CHECK BY:	FILE
1" = 80'	JRV	GWC	226-005 GRD
	2-10-06	3-17-06	
SHEET No.		JOB No.	
STEVEN J. VANDETTE		1 of 2 2002-234	
CITY ENGINEER			

 Document Prepared by
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DATE	REV.
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