



CITY COUNCIL ACTION REPORT

September 16, 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 *PA*

SUBJECT: Request for Approval of Purchase Agreement and Acceptance of Permanent Public Utility Easement and Regrading and Temporary Construction Permit
 Wattles Road Improvements, Bristol to Worthington
 Project No. 01.106.5 – Parcel #17 – Sidwell #88-20-23-100-091
 Brentwood Land Development, LLC

Background:

- In connection with the proposed improvements to Wattles Road, from Bristol to Worthington, the Real Estate & Development Department received a Purchase Agreement, Permanent Public Utility Easement and Regrading and Temporary Construction Permit from Brentwood Land Development, LLC. This parcel is located on the south side of Wattles Road, between Rochester and Keats in the northwest ¼ of Section 23.

Financial Considerations:

- An appraisal was prepared by Raymond V. Bologna, CRE, MAI, and David J. Abraham, SRA, both State Certified Appraisers and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser. Staff believes that \$50,000, plus closing costs for the acquisition of the property described in the purchase agreement; \$2,600 for the Permanent Public Utility Easement and \$100 for the Regrading and Temporary Construction Permit 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 2008-09 Major Road fund, account number 401479.7989.011065.

Legal Considerations:

- The format and content of the purchase agreement, easement and permit are 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. (Outcome Statements I, II and III)

Options:

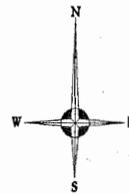
- City Management recommends that City Council approve the attached purchase agreement and accept the attached Permanent Public Utility Easement and Grading and Temporary Construction Permit from Brentwood Land Development, LLC so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Brentwood Purchase Agreement, PUE & RTCE

RIGHT OF WAY ACQUISITION

EXHIBIT 'B'
PARCEL 17

NOTE: DESCRIPTION TAKEN FROM RECORD.



SCALE: 1" = 40'

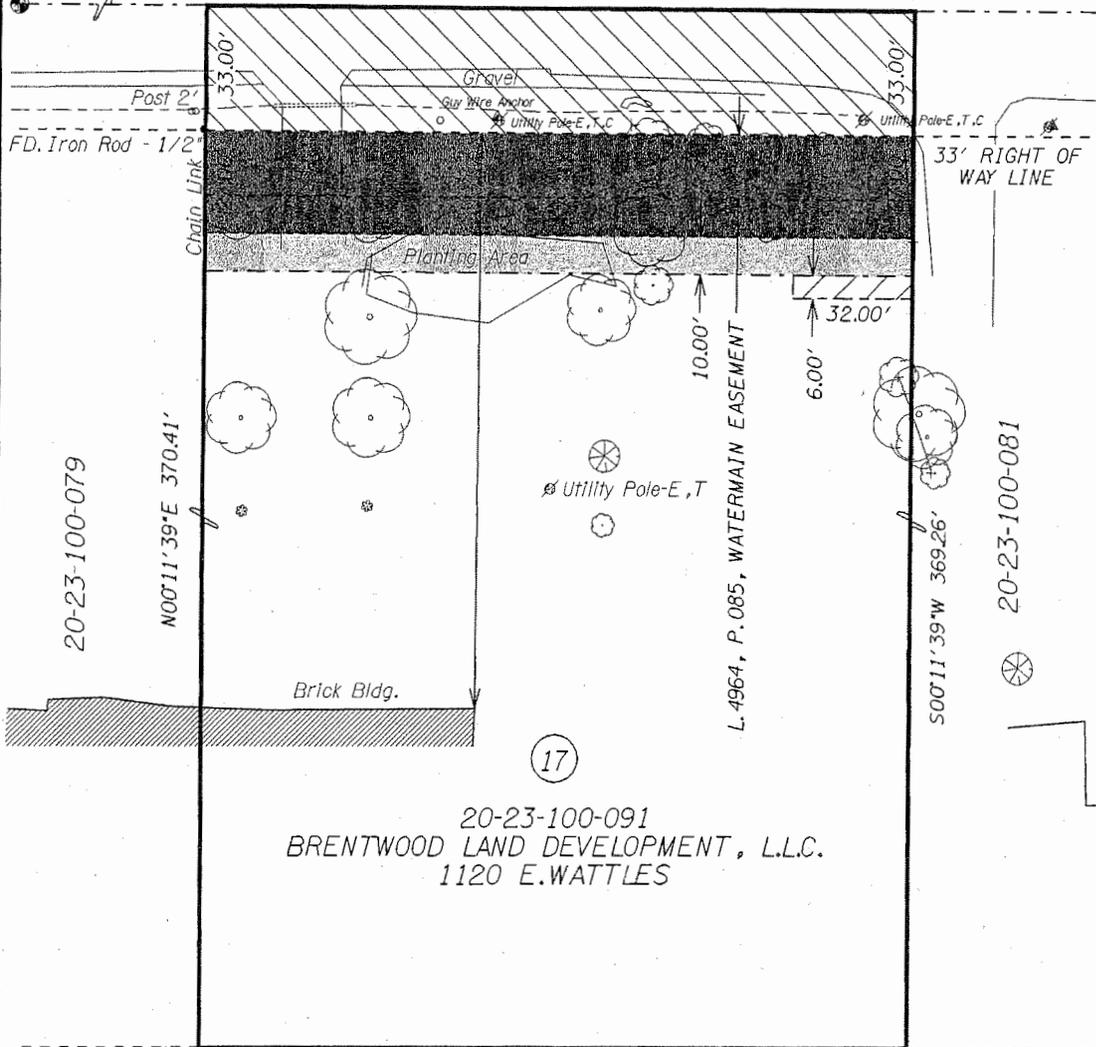
NORTHWEST CORNER OF SECTION 23,
T2N, R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.

WATTLES ROAD
Asph.

S89°35'18"E
608.53'

S89°35'18"E 188.82'

NORTH LINE OF SECTION 23



NORTH LINE CONDO. N89°56'12"W 188.82'
WATTLES RIDGE CONDO. O.C.C.P. NO. 1681

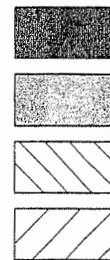
R.O.W. ACQUISITION

20-23-100-091
TOTAL AREA = 69,832 S.F.
R.O.W. ACQUISITION = 5,098 S.F.
STATUTORY R.O.W. = 6,231 S.F.
REMAINDER = 58,503 S.F.
PUBLIC UTILITY EASEMENT = 1,888 S.F.
REGRADING AND TEMPORARY
CONSTRUCTION PERMIT = 192 S.F.

PUBLIC UTILITY EASEMENT

STATUTORY RIGHT OF WAY

REGRADING AND TEMPORARY
CONSTRUCTION PERMIT



JOB NO. 20010397	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 2
DATE 04-05-08		OF 2

REV. 04-24-08

TIME - 24-APR-2008 08:17

USER NAME - dresb7

DESIGN FILE - \\20010397\20010397\010397.dwg

USER NAME - dresb7

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Brentwood Land Development, LLC., a Michigan Limited Liability Company (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 Fifty Thousand and no/100 Dollars (\$50,000) 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 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, 2008.

In presence of:

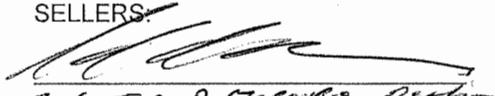
CITY OF TROY (BUYER)

Laurel Nottage

Patricia A. Pettit

Randy Egl

SELLERS:


Salvatore D. Mercurio

04-14-08
20010397
20-23-100-091

EXHIBIT 'A'

DESCRIPTION OF RIGHT OF WAY ACQUISITION

The North 60.00 feet of the following described parcel, the most Northerly 33.00 feet of which is currently being used for roadway purposes:

Part of the Northwest ¼ of Section 23, T2N, R11E, City of Troy, Oakland County, Michigan, Beginning at a point distant S89°35'18"E 608.53 feet from the Northwest corner of said Section 23; thence S89°35'18"E 188.82 feet; thence S00°11'39"W 369.26 feet; thence S89°56'12"E 222.34 feet; thence S00°06'38"W 357.52 feet; thence S89°43'11"W 595.08 feet; thence N00°12'21"W 267.94 feet; thence S89°51'00"E 0.91 feet; thence N00°16'32"W 93.16 feet; thence S89°56'12"E 185.12 feet; thence N00°11'39"E 370.41 feet to the Point Of Beginning, Except that part which lies Southerly of most Northerly line of O.C.C.P. No. 1681, Wattles Ridge Condominium.

Said acquisition contains 5,098 square feet, or 0.117 acres, more or less.

Subject to reservations, restrictions, and easements of record, if any.

PERMANENT PUBLIC UTILITY EASEMENT

Sidwell #88-20-23-100-091
Parcel #17

Brentwood Land Development, LLC., a Michigan Limited Liability Company, Grantors, whose address is: 48705 Hayes Road, Utica, MI 48315 for and in consideration of the sum of: Two Thousand, Six Hundred and no/100 Dollars (\$2,600) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 grants to the Grantee a utility easement, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE ATTACHED EXHIBIT "A"

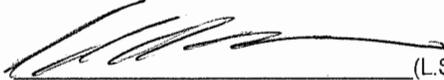
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

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 THEIR signature(s) this 15TH day of SEPTEMBER, 2008.

BRENTWOOD LAND DEVELOPMENT, LLC.,
A MICHIGAN LIMITED LIABILITY COMPANY


(L.S.)
* SALVATORE D. MERCURIO

(L.S.)
*

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15TH day of SEPTEMBER, 2008, by SALVATORE D. MERCURIO, MEMBER, of Brentwood Land Development, LLC., a Michigan Limited Liability Company.



* PATRICIA A. PETITTO
Notary Public, OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My Commission Expires 12-31-11

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

04-14-08
20010397
20-23-100-091

EXHIBIT 'A'

DESCRIPTION OF PUBLIC UTILITY EASEMENT

The South 10.00 feet of the North 70.00 feet of the following described property: Beginning at a point distant S89°35'18"E 608.53 feet from the Northwest corner of Section 23, T2N, R11E, City of Troy, Oakland County, Michigan; thence S89°35'18"E 188.82 feet; thence S00°11'39"W 369.26 feet; thence S89°56'12"E 222.34 feet; thence N00°06'38"W 357.52 feet; S89°43'11"W 595.08 feet; thence N00°12'21"W 267.94 feet; thence S89°51'00"E 0.91 feet; thence N00°16'32"W 93.16 feet; thence S89°56'12"E 185.12 feet; thence N00°11'38"E 370.41 feet to the Point Of Beginning, Except that part which lies Southerly of most Northerly line of O.C.C.P. No. 1681, Wattles Ridge Condominium.

Said easement contains 1,888 square feet, or 0.043 acres, more or less.

REGRADING AND TEMPORARY CONSTRUCTION PERMIT

Sidwell # 88-20-23-100-091
Project # 01.106.5
Parcel #17

Brentwood Land Development, LLC., a Michigan Limited Liability Company, Grantor(s), whose address is 48705 Hayes Road, Utica, MI 48315, 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, hereinafter called the CITY, whose address is 500 West Big Beaver Road, Troy, Michigan, hereby grants to the CITY, during the construction of and for a period of six (6) Months after completion of Wattles Road Improvements, Bristol to Worthington, the right to move men, equipment, and materials on and through, and to store equipment, materials, and excavated matter on the following described property, located in the City of Troy, to-wit:

SEE ATTACHED EXHIBIT "A"

IN FURTHER CONSIDERATION, the premises so disturbed by reason of the exercise of any of the foregoing powers, shall be reasonably restored to its original condition by the City.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures(s) this 15TH day of SEPTEMBER, 2008.

BRENTWOOD LAND DEVELOPMENT, LLC.,
A MICHIGAN LIMITED LIABILITY COMPANY


(L.S.)
Salvatore D. Mercurio

(L.S.)

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 15TH day of SEPTEMBER, 2008, by SALVATORE D. MERCURIO, MEMBER of Brentwood Land Development, LLC., a Michigan Limited Liability Company.



PATRICIA A. PETITTO
Notary Public, OAKLAND, County, Michigan
Acting in 12-31-11 County, Michigan

My Commission Expires

Prepared by: Patricia A. Petitto
500 West Big Beaver
Troy, MI 48084

Return to: City Clerk, City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

04-14-08
20010397
20-23-100-091

EXHIBIT 'A'

REGRADING AND TEMPORARY CONSTRUCTION PERMIT

The South 6.00 feet of the North 76.00 feet of the East 32.00 feet of the following described property: Beginning at a point distant S89°35'18"E 608.53 feet from the Northwest corner of Section 23, T2N, R11E, City of Troy, Oakland County, Michigan; thence S89°35'18"E 188.82 feet; thence S00°11'39"W 369.26 feet; thence S89°56'12"E 222.34 feet; thence N00°06'38"W 357.52 feet; S89°43'11"W 595.08 feet; thence N00°12'21"W 267.94 feet; thence S89°51'00"E 0.91 feet; thence N00°16'32"W 93.16 feet; thence S89°56'12"E 185.12 feet; thence N00°11'38"E 370.41 feet to the Point Of Beginning, Except that part which lies Southerly of most Northerly line of O.C.C.P. No. 1681, Wattles Ridge Condominium. Said permit contains 192 square feet, or 0.004 acres, more or less.