

# CITY COUNCIL ACTION REPORT

November 24, 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 Public Utility Easement  
 Rochester Road Improvements, Torpey to Barclay  
 Project No. 99.203.5 – Parcel #4 – Sidwell #88-20-23-301-001  
 The Helen S. Krawchuk Trust

## Background:

- In connection with the proposed improvements to Rochester Road, from Torpey to Barclay, the Real Estate & Development Department received a Purchase Agreement and Permanent Public Utility Easement from The Helen S. Krawchuk Trust. This parcel is located on the east side of Rochester Road, between Charrington and Bishop in the southwest ¼ of Section 23.

## Financial Considerations:

- An appraisal was prepared by Raymond V. Bologna, CRE, MAI, State Certified Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser. Staff believes that \$96,100, plus closing costs for the acquisition of the property described in the purchase agreement and \$3,700 for the Permanent Public Utility 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 2008-09 Major Road fund, account number 401479.7989.992035.

## 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. (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 from The Helen S. Krawchuk Trust so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Krawchuk Trust Purchase Agreement & PUE

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Helen S. Krawchuk, Trustee Under the Written Trust Agreement of Helen S. Krawchuk dated January 3, 1983 (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 Ninety-Six Thousand, One Hundred and no/100 Dollars (\$96,100) 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 and closing of the approved transaction.

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*Shel Sandford*

*[Signature]*

*Sandra S. Olson*  
*Sandra S. Olson*

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

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 24th day of NOVEMBER, 2008.

In presence of:

Joseph G. Lietaert

JOSEPH G. LIETAERT

Scott Finlay  
SCOTT FINLAY

CITY OF TROY (BUYER)

Patricia A. Petitto  
PATRICIA A. PETITTO

SELLER:

TRUST AGREEMENT OF  
HELEN S. KRAWCHUK DATED  
JANUARY 3, 1983

Sandra S. Osborn  
Sandra S. Osborn

Sandra S. Osborn, Successor Trustee

Sheryl S. Sandford  
Sheryl S. Sandford, Successor Trustee

Sheryl Sandford

2 [Signature]

Sandra S. Osborn  
Sandra S. Osborn

01-28-08  
19990476  
20-23-301-001  
rev.07-02-08

EXHIBIT 'A'

DESCRIPTION OF RIGHT OF WAY ACQUISITION

Part of the North 200 feet of the West 165 feet of the Northwest ¼ of the Southwest ¼ of Section 23, T2N, R11E, City of Troy, Oakland County, Michigan, described as follows: Commencing at the West ¼ corner of Said Section 23; thence N87°46'20"E 43.00 feet to the Point of Beginning; thence continuing N87°46'20"E 32.00 feet; thence S01°50'55"E 199.97 feet; thence S87°46'20"W 34.55 feet; thence N01°07'04"W 200.00 feet to the Point Of Beginning.

Said acquisition contains 6,653 square feet, or 0.153 acres, more or less.

*Deif Sandford*



*Sandra S. Osborn*  
*Sandra S. Osborn*

PERMANENT UTILITY EASEMENT

Sidwell #88-20-23-301-001  
Parcel #4

Helen S. Krawchuk, Trustee Under the Written Trust Agreement of Helen S. Krawchuk dated January 3, 1983, Grantors, whose address is: 547 North Brys Drive, Grosse Pointe Woods, MI 48236-1246 is for and in consideration of the sum of: Three Thousand, Seven Hundred and no/100 Dollars (\$3,700) 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.

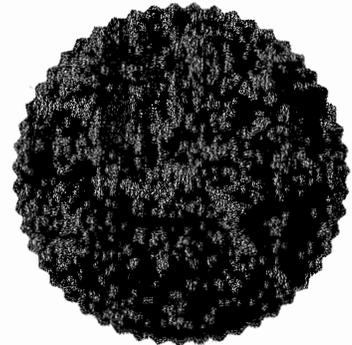
This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, Representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned affixed her signature this 20<sup>th</sup> day of November, 2008.

THE HELEN S. KRAWCHUK TRUST DATED  
January 3, 1983

*Sheryl Sandford* (L.S.)  
Sheryl S. Sandford, Successor Trustee

SIGNED BY SHERYL S.SANDFORD )  
On this 20<sup>th</sup> day of November 2008 )  
At Melbourne, Australia )



Before me,

*[Signature]*  
A NOTARY PUBLIC

ANTHONY JAMES OAKLEY  
Melbourne  
AUSTRALIA  
PUBLIC NOTARY

MY FACULTY IS NOT LIMITED AS TO TIME

*Sheryl Sandford* *[Signature]*

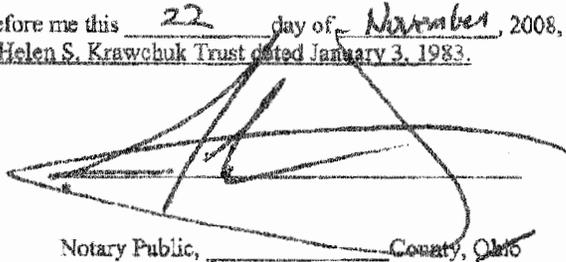
IN WITNESS WHEREOF, the undersigned hereto affixed her signature this 22 day of November, 2008

THE HELEN S. KRAWCHUK TRUST DATED  
January 3, 1983

Sandra S. Osborn  
Sandra S. Osborn (L.S.)  
Sandra S. Osborn, Successor Trustee

STATE OF ~~OHIO~~ <sup>Michigan</sup> )  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 22 day of November, 2008,  
By Sandra S. Osborn, Successor Trustee of the Helen S. Krawchuk Trust dated January 3, 1983.



Notary Public, \_\_\_\_\_ County, Ohio

Acting in Wayne County, Ohio

My Commission Expires \_\_\_\_\_

JOHN S. BARBOUR  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Sep. 07, 2018  
Acting in the County of Wayne

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

Deif Sandford

Sandra S. Osborn

01-28-08  
19990476  
20-23-301-001  
rev.07-02-08

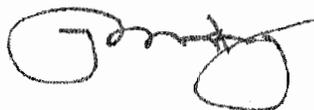
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Shyl Sandford



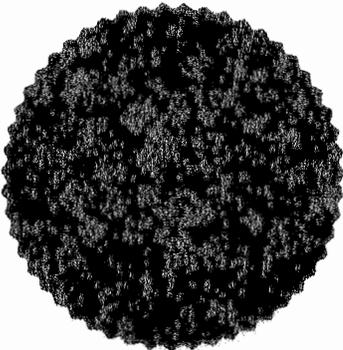
Sandra S. Osborn

**NOTARIAL CERTIFICATE**

**TO ALL TO WHOM THESE PRESENT WRITINGS SHALL COME**

I, **ANTHONY JAMES OAKLEY**, Public Notary, duly authorised admitted and sworn, residing and practising in the City of Melbourne in the State of Victoria in the Commonwealth of Australia **DO HEREBY CERTIFY** that I was present at Melbourne on the 20<sup>th</sup> day of November Two thousand and eight and did see **SHERYL S SANDFORD** the person named in the annexed City of Troy Agreement to Purchase Realty for Public Purposes together with attached Exhibit "A" consisting of 6 pages duly sign the same and that the signature "S Sandford" subscribed is the proper handwriting of the said **SHERYL S SANDFORD** and that the signature "A.J. Oakley" subscribed as the attesting witness is of the proper handwriting of myself.

**IN FAITH AND TESTIMONY** whereof I the said Public Notary have hereunto subscribed my name and affixed my Seal of Office this 20<sup>th</sup> day of November Two thousand and eight.



Anthony James Oakley  
Public Notary  
Melbourne, Victoria  
AUSTRALIA



MY FACULTY IS NOT LIMITED AS TO TIME

