

CITY COUNCIL ACTION REPORT F-08

December 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 *ppf*

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 #15 – Sidwell #88-20-23-100-066
Final Decisions

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 Final Decisions. This parcel is located on the east side of Rochester Road, between Bishop and Wattles in the northwest 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 \$46,400, plus closing costs for the acquisition of the property described in the purchase agreement and \$800 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.

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)

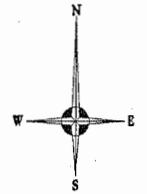
Options:

- City Management recommends that City Council approve the attached purchase agreement and accept the attached Permanent Public Utility Easement from Final Decisions so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Final Decisions Purchase Agreement & PUE

RIGHT OF WAY ACQUISITION

EXHIBIT 'B'
PARCEL 15



SCALE: 1" = 30'

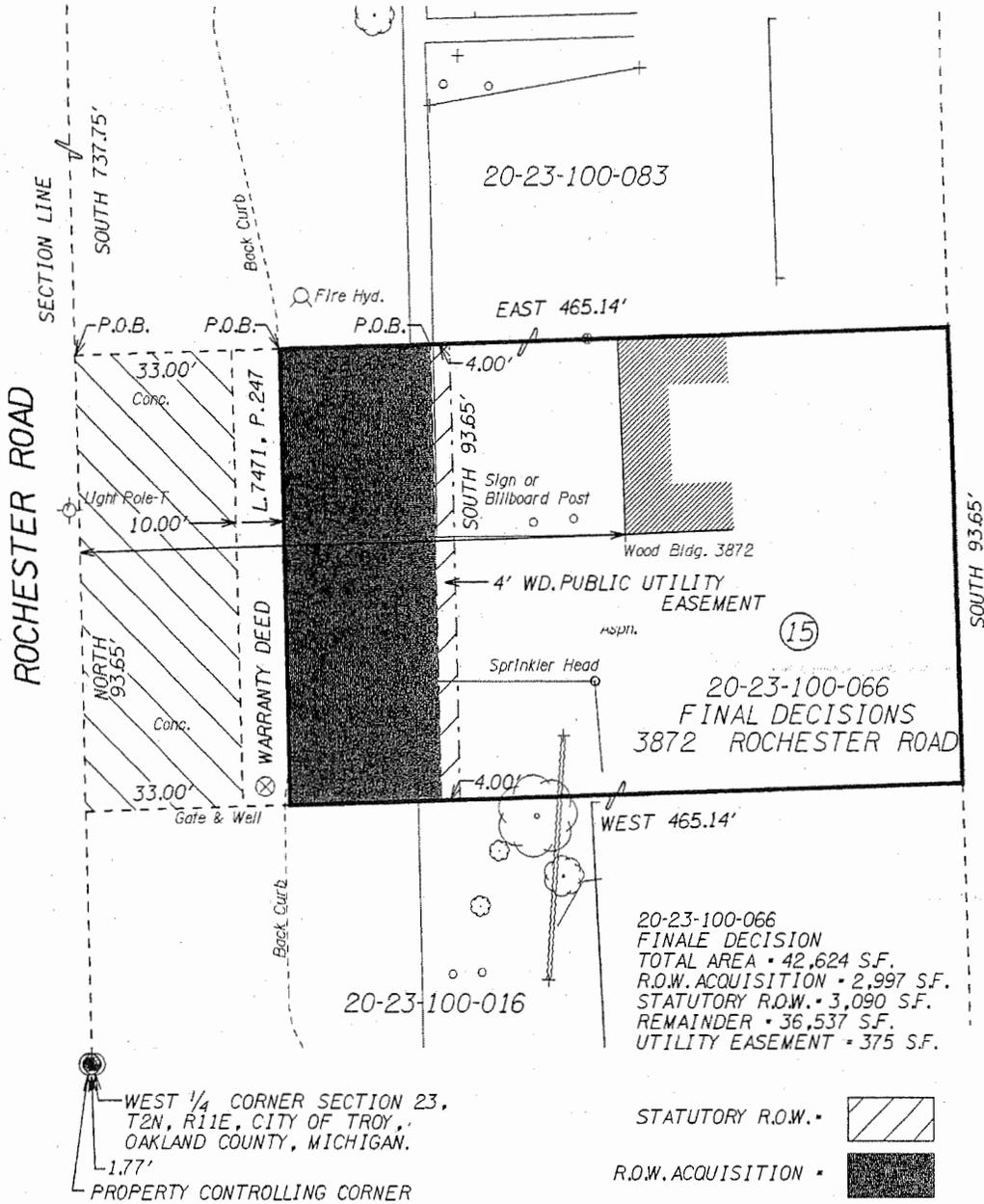
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C.P. TBL - T:\1999\19990476\0476\0476.dwg
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USER NAME - dthebert

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



20-23-100-066
FINAL DECISIONS
3872 ROCHESTER ROAD

20-23-100-066
FINALE DECISION
TOTAL AREA - 42,624 S.F.
R.O.W. ACQUISITION - 2,997 S.F.
STATUTORY R.O.W. - 3,090 S.F.
REMAINDER - 36,537 S.F.
UTILITY EASEMENT - 375 S.F.

- STATUTORY R.O.W. -
- R.O.W. ACQUISITION -
- UTILITY EASEMENT -

NOTE: DESCRIPTION TAKEN FROM RECORD.

REV. 02-28-08

| | | |
|---------------------|---|----------------|
| JOB NO. 19990476 | HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH. | SHEET NO. 2 |
| DATE 01-28-08 | | OF 2 |

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Final Decisions, a Nevada Limited Partnership (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A"

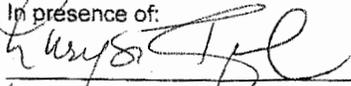
for a public project within the City of Troy and to pay the sum of Forty-Six Thousand, Four Hundred and no/100 Dollars (\$46,400) under the following terms and conditions:

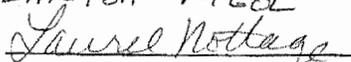
1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property 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
day of Dec 1st, 2008.

In presence of:



LARISSA FYOL


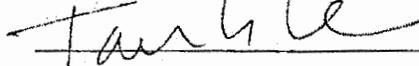
LAUREZ NOTTAGE

CITY OF TROY (BUYER)



PATRICIA A. PETITTO

FINAL DECISIONS, A NEVADA
SELLER: LIMITED PARTNERSHIP



TAN B. LEE

01-30-08
19990476
20-23-100-066
rev. 02-29-08

EXHIBIT 'A'

DESCRIPTION OF RIGHT OF WAY ACQUISITION

The East 32.00 feet of the West 75.00 feet of the following described property: Beginning at a point distant South 737.75 feet from the Northwest corner of Section 23, T2N, R11E, City of Troy, Oakland County, Michigan; thence East 465.14 feet; thence South 93.65 feet; thence West 465.14 feet; thence North 93.65 feet. Said acquisition contains 2,997 square feet, or 0.069 acres, more or less.

PERMANENT UTILITY EASEMENT

Sidwell #88-20-23-100-066
Parcel #15

Final Decisions, a Nevada Limited Partnership, Grantors, whose address is: 805 Marquis Court, Costa Mesa, California 92626 for and in consideration of the sum of: Eight Hundred and no/100 Dollars (\$800) 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. The Grantee agrees to reimburse the Grantors all costs related to the relocation of the current sign to an approved location outside of the easement area, based on the lowest of three bids from an approved sign company.

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 his signature(s) this 26 day of NOVEMBER, 2008.

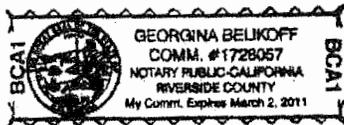
FINAL DECISIONS, A NEVADA LIMITED PARTNERSHIP

Tan B. Le (L.S.)

_____ (L.S.)

California)
STATE OF MICHIGAN)
COUNTY OF Riverside)

The foregoing instrument was acknowledged before me this 26th day of November, 2008, by Tan B. Le of Final Decisions, a Nevada Limited Partnership.



georgina Belkoff California
Notary Public, Riverside County, Michigan)
Acting in Riverside County, California)
My Commission Expires March 2, 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

01-30-08
19990476
20-23-100-066
rev. 02-29-08

EXHIBIT 'A'

DESCRIPTION OF PUBLIC UTILITY EASEMENT

The East 4.00 feet of the West 79.00 feet of the following described property: Beginning at a point distant South 737.75 feet from the Northwest corner of Section 23, T2N, R11E, City of Troy, Oakland County, Michigan; thence East 465.14 feet; thence South 93.65 feet; thence West 465.14 feet; thence North 93.65 feet. Said acquisition contains 375 square feet, or 0.009 acres, more or less.