

April 22, 2005

TO: John Szerlag, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Douglas Smith, Real Estate & Development Director

RE: Agenda Item – Request for Approval of Conditioned Purchase  
Agreements for Right-of-Way: Sidewalk Gap Project, Sidwell #88-  
20-01-476-088 & 087

As part of the ongoing Sidewalk Gap Completion Project, an agreement has been reached with Sharon Manning, owners of the property located at 2651 East Square Lake Road (88-20-01-476-088) and the adjacent parcel to the west (20-01-476-087), to purchase 27 feet of right-of-way. The property is located in Section 1, on the north side of Square Lake just east of Evanswood.

Based on an appraisal prepared by Andrew Reed & Associates, Inc., State Certified General Appraisers, and reviewed by Kimberly Harper, Assistant City Assessor, management believes that \$21,760.00 for the improved parcel and \$12,840 for the adjacent parcel, is justifiable for the 27 feet.

In order for the City to proceed with the acquisition of this right-of-way, management requests that City Council approve the attached Conditioned Purchase Agreements in the combined amount of \$34,600.

The right-of-way is being acquired under the Sidewalk New Construction budget.

**SQUARE LAKE SIDEWALK – NORTH SIDE  
SECTION – JOHN R TO DEQUINDRE**



CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Sharon Manning (the "Seller"), the following described premises (the "Property"):

SEE DESCRIPTION OF RIGHT OF WAY ACQUISITION ON ATTACHED EXHIBIT "A"

for a public project within the City of Troy and to pay the sum of Twenty One Thousand, Seven Hundred and Sixty and no/100 Dollars (\$21,760.00) 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 assurance information to the Buyer, 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 April, A.D. 2005.

In presence of:

Patricia Gross  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF TROY (BUYER)  
[Signature]  
\_\_\_\_\_

SELLER:

[Signature]  
Sharon Manning  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "A"

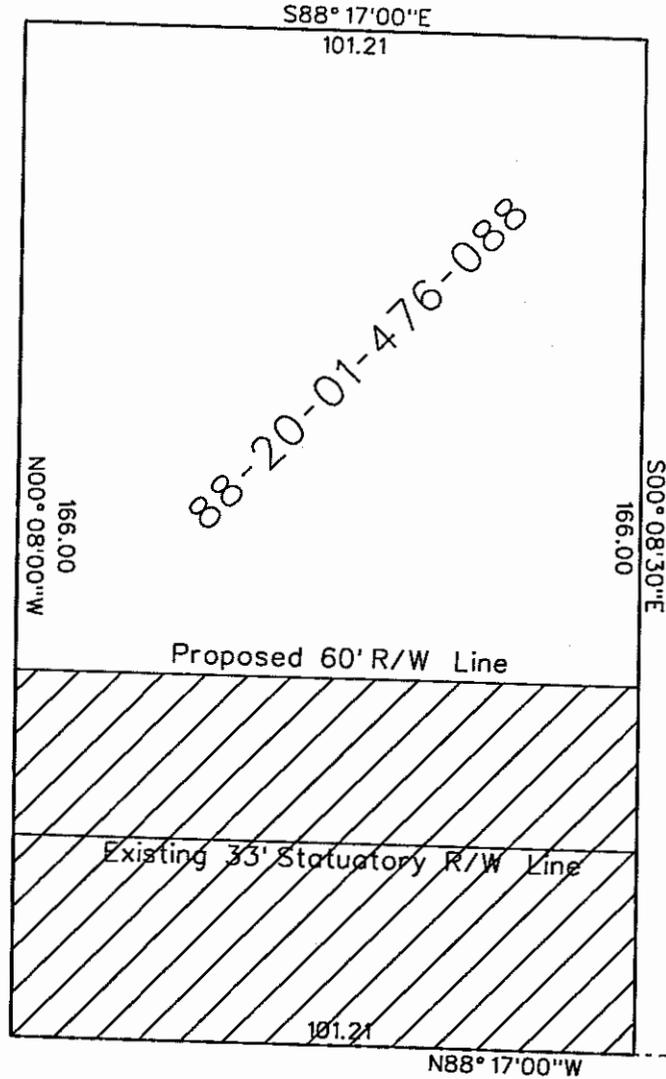
Section 01, SE 1/4  
Parcel: 88-20-01-476-088  
Owner: Sharon Manning  
Address: 2651 E. Square Lake Rd.

### Description of Parcel: (From Tax Record Data)

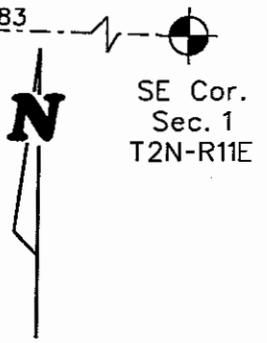
Part of the Southeast  $\frac{1}{4}$  of Section 1, T2N-R11E, City of Troy, Oakland County, Michigan. Beginning at a point distant North 88 degrees 17 minutes 00 seconds West 1739.83 feet from the Southeast Corner of said section; thence North 88 degrees 17 minutes 00 seconds West 101.21 feet; thence North 00 degrees 08 minutes 30 seconds West 166.00 feet; thence South 88 degrees 17 minutes 00 seconds East 101.21 feet; thence South 00 degrees 08 minutes 30 seconds East 166.00 feet to the Point of Beginning. Containing 0.39 acres. The South 33.00 feet of which is currently being used for roadway purposes.

### Description of Right of Way Acquisition: (Created from Tax Record Data)

Part of the Southeast  $\frac{1}{4}$  of Section 1, T2N-R11E, City of Troy, Oakland County, Michigan. The South 60.00 feet of the following described parcel: Beginning at a point distant North 88 degrees 17 minutes 00 seconds West 1739.83 feet from the Southeast Corner of said section; thence North 88 degrees 17 minutes 00 seconds West 101.21 feet; thence North 00 degrees 08 minutes 30 seconds West 166.00 feet; thence South 88 degrees 17 minutes 00 seconds East 101.21 feet; thence South 00 degrees 08 minutes 30 seconds East 166.00 feet to the Point of Beginning. Containing 2,733 Square Feet or 0.063 acres. The South 33.00 feet of which is currently being used for roadway purposes.



# 2651 E. Square  
 Lake Rd.



Right of Way  
 Acquisition  
 Area=2733 Sq.Ft.



DOCUMENT PREPARED BY  
 George J. Ballard III  
 CITY SURVEYOR

DATE	REV.
CONTRACT No.	

CITY OF TROY OAKLAND COUNTY, MICHIGAN			
Acquisition Sketch # 2651 E. Square Lk.			
SCALE	DRAWN BY	CHECKED	FILE
HOR. 1"=30'	NAME GJB III	NAME	See Above
VER.	DATE 2/13/2004	DATE	VIEW #1
STEVEN J. VANDETTE CITY ENGINEER		SHEET No.	JOB No.
		1 of 1	N/A

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Sharon Manning (the "Seller"), the following described premises (the "Property"):

SEE DESCRIPTION OF RIGHT OF WAY ACQUISITION ON ATTACHED EXHIBIT "A"

for a public project within the City of Troy and to pay the sum of Twelve Thousand, Eight Hundred and Forty and no/Dollars (\$12,840.00) 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 assurance information to the Buyer, 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.
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  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 April, A.D. 2005.

In presence of:

Pat Gross

CITY OF TROY (BUYER)

Karisa Fyl

\_\_\_\_\_

SELLER

Sharon Manning

Sharon Manning

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT "A"

Section 01, SE 1/4  
Parcel: 88-20-01-476-087  
Owner: Sharon Manning  
Address: N/A

### Description of Parcel: (From Tax Record Data)

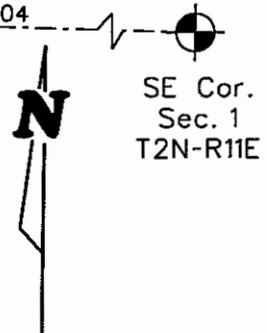
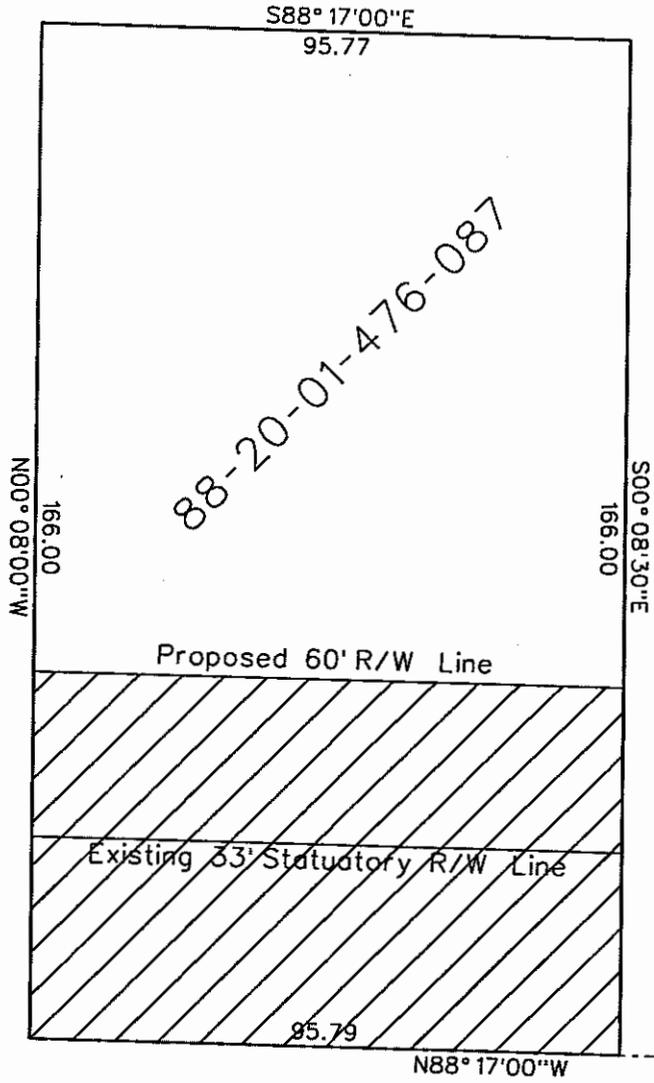
Part of the Southeast ¼ of Section 1, T2N-R11E, City of Troy, Oakland County, Michigan. Beginning at a point distant North 88 degrees 17 minutes 00 seconds West 1841.04 feet from the Southeast Corner of said section; thence North 88 degrees 17 minutes 00 seconds West 95.79 feet; thence North 00 degrees 08 minutes 00 seconds West 166.00 feet; thence South 88 degrees 17 minutes 00 seconds East 95.77 feet; thence South 00 degrees 08 minutes 30 seconds East 166.00 feet to the Point of Beginning. Containing 0.36 acres. The South 33.00 feet of which is currently being used for roadway purposes.

### Description of Right of Way Acquisition: (Created from Tax Record Data)

Part of the Southeast ¼ of Section 1, T2N-R11E, City of Troy, Oakland County, Michigan. The South 60.00 feet of the following described parcel: Beginning at a point distant North 88 degrees 17 minutes 00 seconds West 1841.04 feet from the Southeast Corner of said section; thence North 88 degrees 17 minutes 00 seconds West 95.79 feet; thence North 00 degrees 08 minutes 00 seconds West 166.00 feet; thence South 88 degrees 17 minutes 00 seconds East 95.77 feet; thence South 00 degrees 08 minutes 30 seconds East 166.00 feet to the Point of Beginning. Containing 2,586 Square Feet or 0.059 acres. The South 33.00 feet of which is currently being used for roadway purposes.

File: H:\Descriptions\Property Descriptions\88-20-01-476-087

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SE Cor.  
 Sec. 1  
 T2N-R11E

Graphic Scale: 1" = 30'

Right of Way  
 Acquisition  
 Area=2586 Sq.Ft.



CITY OF TROY OAKLAND COUNTY, MICHIGAN			
Acquisition Sketch #88-20-01-476-087			
SCALE	DRAWN BY	CHECKED	FILE
HOR. 1"=30'	NAME GJB III	NAME	See Above
VER.	DATE 2/13/2004	DATE	VIEW *1
DOCUMENT PREPARED BY George J. Ballard III CITY SURVEYOR		CONTRACT No.	SHEET No. JOB No.
		STEVEN J. VANDETTE CITY ENGINEER	1 of 1 N/A