



CITY COUNCIL AGENDA ITEM

Date: February 25, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Assistant City Manager/Economic Development Services
 Steven J. Vandette, City Engineer
 Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC

Subject: Request for Approval of Purchase Agreement and Acceptance of Regrading and Temporary Construction Permit, John R Road Improvements, Square Lake Road to South Boulevard – Project No. 02.204.5 – Parcel #45 – Sidwell #88-20-02-230-010

Background

In connection with the proposed improvements to John R Road, from Square Lake Road to South Boulevard, the Engineering Department received a Purchase Agreement and Regrading and Temporary Construction Permit from Elzbieta Strichick. This parcel is located on the west side of John R Road, between Lyster Lane and Chancery Avenue in the northeast ¼ of Section 2.

An appraisal was prepared by Andrew Reed, State Certified General Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser, and Larysa Figol, Limited Real Estate Appraiser. Staff believes that \$19,700, plus closing costs for the acquisition of the property described in the purchase agreement and \$300 for the Regrading and Temporary Construction Permit are justifiable amounts for this acquisition.

Recommendation

City Management recommends that City Council approve the attached Purchase Agreement and accept the attached Regrading and Temporary Construction Permit from Elzbieta Strichick so that the City can proceed with the acquisition of this right-of-way.

Fund Availability

Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are available in the Major Roads Fund.

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Elzbieta Strichick, a single woman (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A" for legal description of Parent Parcel, Remainder Parcel and Proposed Right of Way Acquisition

for a public project within the City of Troy and to pay the sum of Nineteen Thousand, Seven Hundred and no/100 Dollars (\$19,700) 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
25th day of February, 2011.

In presence of:

G. Scott Finlay
G. SCOTT FINLAY
Janet M. Parsons
JANET M. PARSONS

CITY OF TROY (BUYER)

Patricia A. Petitto
PATRICIA A. PETITTO

SELLERS:

Elzbieta Strichick
Elzbieta Strichick, a single woman

EXHIBIT "A"

Section 2, John R Widening Project
Parcel: 88-20-02-230-010
Parcel #45

PARENT PARCEL #45 DESCRIPTION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4: BEGINNING AT A POINT DISTANT SOUTH 1564.41 FT FROM NORTHEAST SECTION CORNER, THENCE SOUTH 82.50 FT ALONG THE EAST SECTION LINE, THENCE N 89°58'00" W 300 FT, THENCE NORTH 82.50 FT, THENCE N 89°59'00" E 300 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 0.56 ACRES.

REMAINDER PARCEL DESCRIPTION:

T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4: BEGINNING AT A POINT DISTANT SOUTH 1564.41 FT & S 89°59'00" W 60 FT FROM THE NORTHEAST SECTION CORNER, THENCE SOUTH 82.71 FT, THENCE N 89°58'00" W 240 FT, THENCE NORTH 82.50 FT, THENCE N 89°59'00" E 240 FT TO BEGINNING. CONTAINING 0.45 ACRES.

PROPOSED RIGHT OF WAY ACQUISITION:

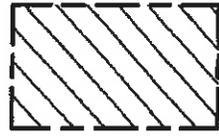
T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4: BEGINNING AT A POINT DISTANT SOUTH 1564.41 FT FROM NORTHEAST SECTION CORNER, THENCE SOUTH 82.50 FT ALONG THE EAST SECTION LINE, THENCE N 89°58'00" W 60.00 FT, THENCE NORTH 82.71 FT, THENCE N 89°59'00" E 60.00 FT TO THE POINT OF BEGINNING, ALSO KNOWN AS R.O.W. PARCEL #45, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 4,964 SQUARE FEET; 0.11 ACRES (GROSS) OR 2,234 SQUARE FEET; 0.05 ACRES (NET).

NORTH
82.50'

PARCEL 45
88-20-02-230-010



Thomas G. Smith



Right-of-Way Acquisition
Gross Area=4,964 sf; 0.11 AC
Net Area=2,234 sf; 0.05 AC

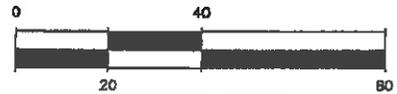
N89°58'00"W 240.00'
N89°58'00"W 300.00'
N89°59'00"E 300.00'
N89°59'00"E 240.00'

12' WD. PVT. ESMT.
FOR STORM SEWER

#6705



POB REMAINDER PARCEL



GRAPHIC SCALE
1" = 40'

POB PARENT PARCEL
POB ACQUISITION PARCEL

PR. 60' R.O.W.

SOUTH 82.71'

GRASS

EX. 33' R.O.W.

SOUTH 82.50'

NE CORNER
SECTION 2
T2N-R11E

PARCEL 45

EAST LINE OF SEC 2
JOHN R ROAD (120' WIDE) SOUTH 1564.41'

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



500 W. Big Beaver Rd.
Troy, Michigan 48084
(248) 524-3594
www.ci.troy.mi.us

6705 John R
Right-of-Way
Acquisition Sketch

SCALE:	DRAWN BY:	CHECK BY:	FILE
1" = 40'	JRV	GWC	P45-SEC2 ROW
	1-27-06	2-3-06	

SHEET No.	JOB No.
1 of 2	2002-234

3-08 1
DATE REV.

CONTRACT No.



Document Prepared by
Professional Engineering
Associates, Inc.

STEVEN J. VANDETTE
CITY ENGINEER

REGRAIDING AND TEMPORARY CONSTRUCTION PERMIT

Sidwell # 88-20-02-230-010
Parcel # 45

Elzbieta Strichick, a single woman, Grantor(s), whose address is 6705 John R., Troy, MI 48085 for and in consideration of Three Hundred and no/100 Dollars (\$300.00) 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 John R Road Improvements, from Square Lake Road to South Boulevard (City of Troy Project No. 02.204.5)*, 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" FOR PARENT PARCEL LEGAL DESCRIPTION AND DESCRIPTION OF PERMIT AREA

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.

*It is anticipated that construction funding will be available in the 2010 calendar year. However, if construction is delayed this document will be effective during the actual construction year(s) and for a period of six (6) Months after completion of this project.

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 her signatures(s) this 25TH day of FEBRUARY 2011.

Elzbieta Strichick (L.S.)
*Elzbieta Strichick

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 25TH day of FEBRUARY 2011, by Elzbieta Strichick, a single woman 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 her free act and deed.

Patricia A. Petitto
PATRICIA A. PETITTO
Notary Public, OAKLAND County, Michigan

Acting in OAKLAND County, Michigan

My Commission Expires 12-31-11

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

EXHIBIT "A"

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Parcel: 88-20-02-230-010
Parcel #45

PARENT PARCEL #45 DESCRIPTION:

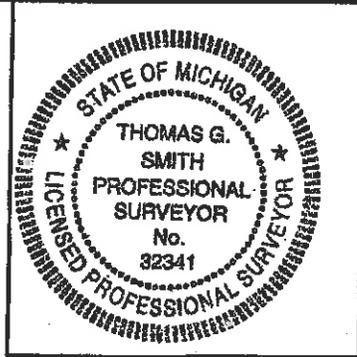
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15' GRADING PERMIT:

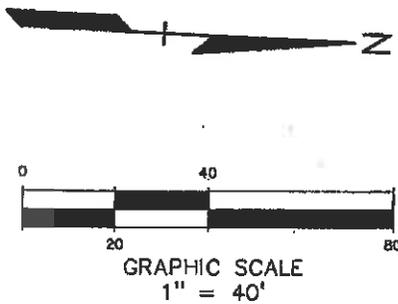
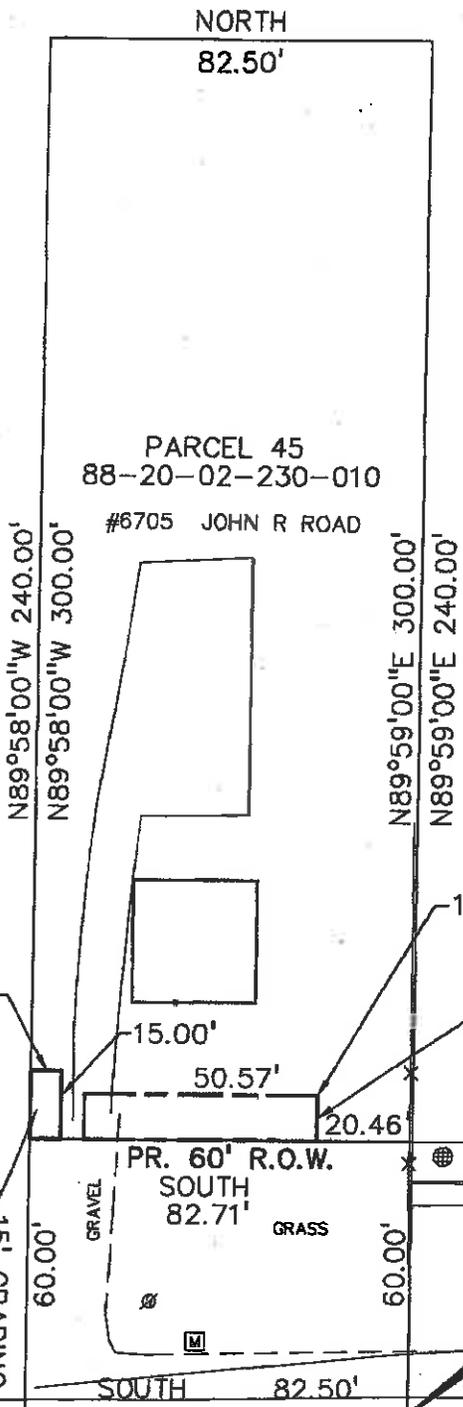
A 15 FOOT GRADING PERMIT IN T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEING THE SOUTH 6.68 FEET OF THE WEST 15.00 FEET OF THE EAST 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4: BEGINNING AT A POINT DISTANT SOUTH 1564.41 FT FROM NORTHEAST SECTION CORNER, THENCE SOUTH 82.50 FT ALONG THE EAST SECTION LINE, THENCE N 89°58'00" W 300 FT, THENCE NORTH 82.50 FT, THENCE N 89°59'00" E 300 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES.

10' GRADING PERMIT:

A 10 FOOT GRADING PERMIT IN T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEING THE SOUTH 50.57 FEET OF THE NORTH 71.03 FEET OF THE WEST 10.00 FEET OF THE EAST 70.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: T2N, R11E, SEC 2, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS PART OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4: BEGINNING AT A POINT DISTANT SOUTH 1564.41 FT FROM NORTHEAST SECTION CORNER, THENCE SOUTH 82.50 FT ALONG THE EAST SECTION LINE, THENCE N 89°58'00" W 300 FT, THENCE NORTH 82.50 FT, THENCE N 89°59'00" E 300 FT TO BEGINNING, THE EAST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES.



Thomas G. Smith



EAST LINE OF SEC 2
JOHN R ROAD (120' WIDE) SOUTH 1564.41'

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

6705 John R
Grading Permit
Sketch

SCALE:	DRAWN BY:	CHECK BY:	FILE
1" = 40'	JRV	GNG	230-010 GRD
	2-10-08	3-17-08	
		SHEET No.	JOB No.
STEVEN J. VANDETTE		1 of 2	2002-234
CITY ENGINEER			

Document Prepared by
Professional Engineering
Associates, Inc.

DATE REV.
CONTRACT No.