



500 West Big Beaver  
Troy, MI 48084  
troymi.gov



## CITY COUNCIL AGENDA ITEM

Date: December 5, 2024

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manger  
Robert Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
G. Scott Finlay, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Approval of a Purchase Agreement, Barclay to Trinway, Project No. 02.206.5, Parcel #78, Sidwell #88-20-11-351-007, M&M Properties, LLC

---

### **History**

As part of the proposed improvements to Rochester Road from Barclay to Trinway, M&M Properties, LLC, owners of the property identified by Sidwell #88-20-11-351-007, signed a conditional Agreement to Purchase Realty for Public Purposes. The total compensation of \$54,964.00 is for the purchase of right-of-way, a temporary construction permit and existing compensable site improvements.

The property located on the east side of Rochester Road, north of Long Lake is zoned NN L, Neighborhood Node (L), a professional office space with several tenants.

### **Financial**

An appraisal report was prepared by Michael Kurschat, ASA, M.S.F., MAI, a State of Michigan Certified General Real Estate Appraiser. The report was reviewed by Andrew Boettcher, MBA, a State of Michigan Certified General Real Estate Appraiser. Eighty percent of this cost will be reimbursed from federal funds. The City of Troy share is available in the 2024 Capital Projects Fund, Project Code 2022CG0002, Account #401.449.202.989.022065-Public Works Construction Rochester from Barclay to Trinway.

### **Recommendation**

Staff recommends that City Council approve the Purchase Agreement with a total compensation amount of \$54,964.00, and to approve closing costs not to exceed \$8,000.00.

### **Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



# GIS Online

Legend:



Notes:  
 88-20-11-357-007  
 M&M Properties, LLC  
 RR #78  
 Purchase Agreement for ROW  
 Acquisition

Map Scale: 1=178  
 Created: December 6, 2024



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY, a Michigan municipal corporation (the "Buyer"), agrees to purchase from M&M Properties, LLC (the "Sellers"), the following described premises (the "Property"):

SEE DESCRIPTIONS OF RIGHT OF WAY ACQUISITION ON ATTACHED EXHIBITS "A" AND "B"

for a public project within the City of Troy and to pay the sum of Fifty-Four Thousand, Nine Hundred, Sixty-Four and 00/100 dollars (\$54,964) 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 5TH day of DECEMBER, A.D. 2024.

In presence of:

CITY OF TROY, a Michigan municipal corporation (BUYER)

Patricia A. Petitto

\*Patricia A. Petitto  
Right of Way Consultant

SELLERS:

M&M Properties, LLC

Mathew Vivona  
\*Mathew Vivona, Member

\*

6/14/2023 9:23 AM

V:\201607\20160715\F\Property\Easements\20160715\_Parcel78\_20160715.dwg

Piggott, Robert

## RIGHT OF WAY ACQUISITION

### EXHIBIT "A"

PARCEL 78

DESCRIPTION TAKEN FROM OAKLAND COUNTY RECORDS.

#### PARENT PROPERTY DESCRIPTION

PARCEL ID: 20-11-351-007

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 295.00 FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 80.00 FEET; THENCE EAST 350.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 80.00 FEET; THENCE WEST 350.00 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THE WEST 48 FEET TAKEN FOR HIGHWAY.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

#### DESCRIPTION OF RIGHT OF WAY ACQUISITION

THE WEST 27.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 295.00 FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 80.00 FEET; THENCE EAST 350.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 80.00 FEET; THENCE WEST 350.00 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THE WEST 48 FEET TAKEN FOR HIGHWAY.

SAID ACQUISITION CONTAINS 2,160 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS.


#### DESCRIPTION OF REGRADING AND TEMPORARY CONSTRUCTION

##### PERMIT

THE EAST 10 FEET OF THE WEST 37 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 295.00 FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST 80.00 FEET; THENCE EAST 350.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 80.00 FEET; THENCE WEST 350.00 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THE WEST 48 FEET TAKEN FOR HIGHWAY.

CONTAINS 800 SQUARE FEET.

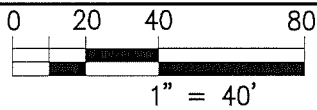
JOB NO. 20160715	 <b>HUBBELL, ROTH &amp; CLARK, INC</b> CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 06/14/23		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com	1	OF 2

6/14/2023 9:25 AM

V:\201607\20160715\F\Property\Easements\20160715\_Parcel78\_2011351007.dwg

Piggott, Robert

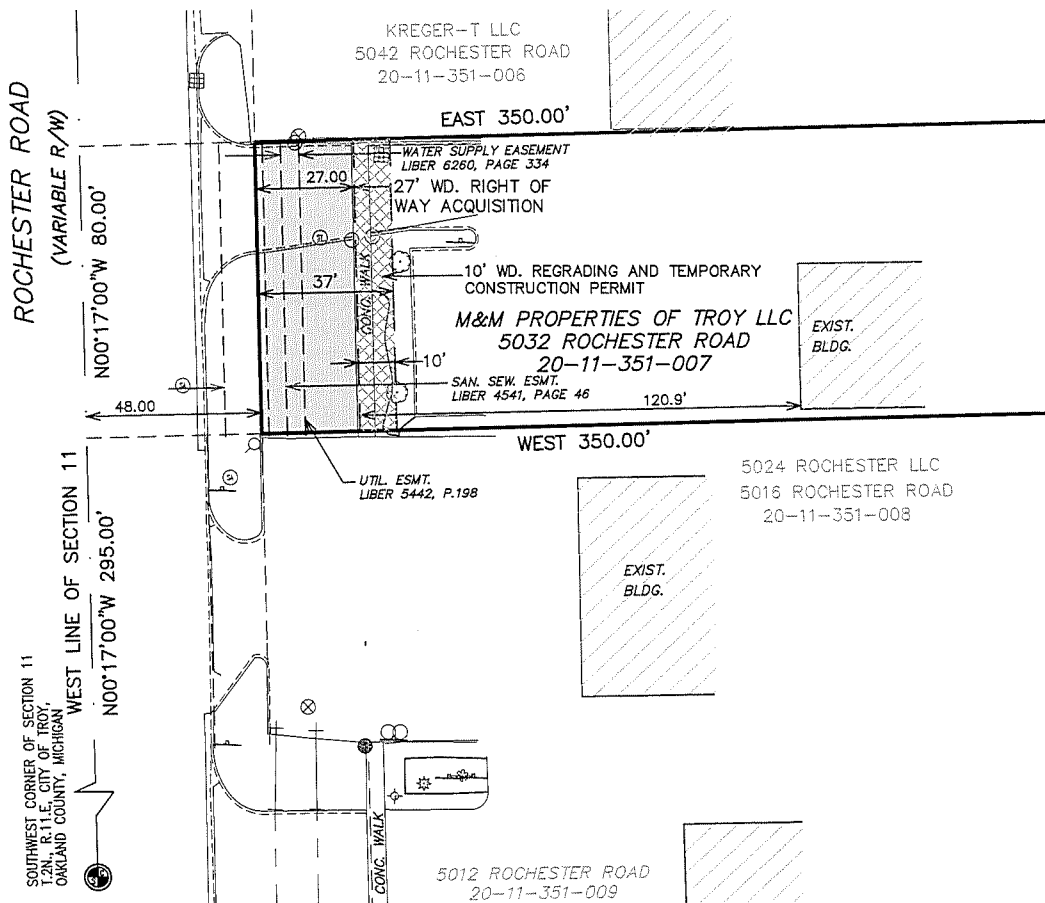
# RIGHT OF WAY ACQUISITION



## EXHIBIT "B" PARCEL 78



NOTE:  
ENTIRE PROPERTY IS NOT SHOWN.



TOTAL PROPERTY = 24,160 SQ. FT.  
 RIGHT OF WAY ACQUISITION = 2,160 SQ. FT.  
 REMAINDER = 22,000 SQ. FT.  
 REGRADING AND TEMPORARY  
 CONSTRUCTION PERMIT = 800 SQ. FT.

### LEGEND:

- RIGHT OF WAY ACQUISITION
- REGRADING AND TEMPORARY CONSTRUCTION PERMIT

JOB NO.  
20160715  
DATE  
06/14/23



555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.  
P.O. BOX 824  
48303 - 0824  
PHONE: (248) 454-6300  
FAX (1st. Floor): (248) 454-6312  
FAX (2nd. Floor): (248) 454-6359  
WEB SITE: www.hrcengr.com

SHEET NO.  
2  
OF 2