City of Troy

# CITY COUNCIL ACTION REPORT

DATE: February 20, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian Murphy, Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer
Dennis C Stephens, Right of Way Representative

SUBJECT: Approval of the Sale of City-Owned Surplus Remnant Parcel to MNAD Properties II, LLC Located in Section 23, at the Northeast corner of Boyd Street and Rochester Road – Sidwell #88-20-23-351-001 & 002

Background:

- MNAD Properties II, LLC has purchased from the City, through a public bid, 3236 Rochester Road, (the old engineering field office), which abuts the city subject on the north side. MNAD Properties II would like to combine these parcels into one B-2 parcel. No rezoning would be required as they are all presently zoned B-2.

Financial Considerations:

- Appraised value is $20,000.00 and the offer is $20,000.00.

Legal Considerations:

- City Council can approve sales of a Surplus City Owned Remnant parcel per Res#2007-01-028

Policy Considerations:

- This item is consistent with City Council Goal III (Retain and attract investment while encouraging redevelopment).

Options:

- City Council can accept the Purchase Agreement.
- City Council can deny the Purchase Agreement.
- City Management recommends acceptance of the Purchase Agreement.

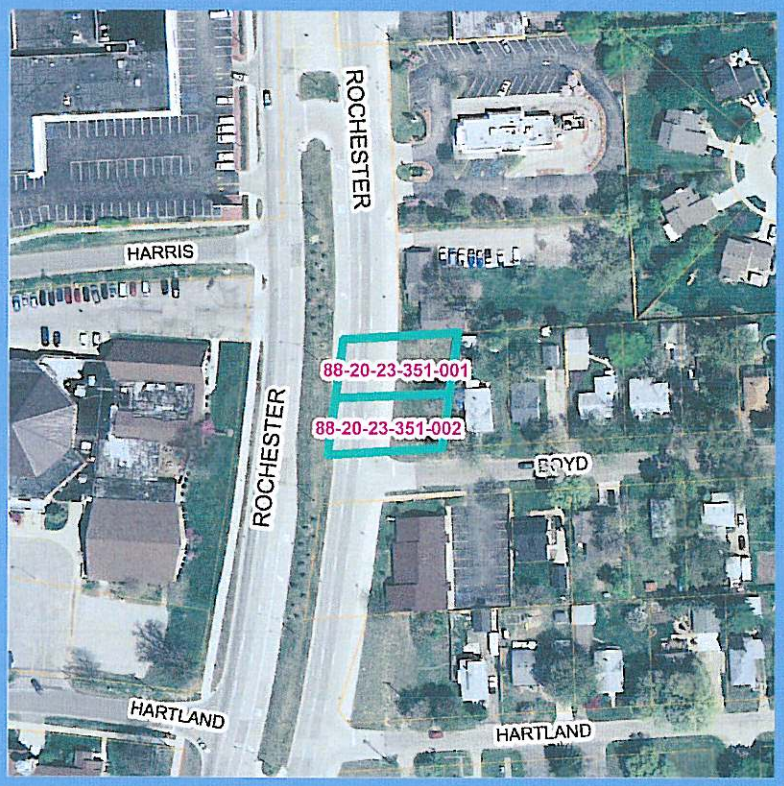
Attachments:

1. Agreement to Purchase
2. Maps
3. Parks and Recreation Advisory Board Minutes

City of Troy

# Property Profile

88-20-23-351-001 & 88-20-23-351-002




| | |
|---|---|
| **Location:** | Northeast corner of Boyd & Rochester |
| **Size:** | 3,990 & 3,569 Sq. Ft. |
| **Zoning:** | B-2 |
| **Last Appraisal Date:** | 09/17/2004 |
| **Appraisal Value:** | $20,000 |

| | |
|---|---|
| **Remarks:** | Fox Portrait/Oakes - Remnant unbuildable because of size and shape |
| **Status:** | Authorization to sell #2005-11--512 - Send to Purchasing with next group |
| **Parks & Rec Advisory Board Review** | No potential park use, recommend disposal |

OFFER TO PURCHASE
CITY OF TROY
REAL ESTATE

1. THE UNDERSIGNED, MNAD Property III, LLC a Michigan Limited Liability Company whose address is 3236 Rochester Road, Troy, MI 48083, hereby offers and agrees to purchase from the City of Troy the following land situated in the City of Troy, Oakland County, Michigan, described as follows:

See Exhibit "A" Attached Hereto And By Reference Made A Part Hereof

Sidwell # 88-20-23-351-001 & #88-20-23-351-002

and to pay therefore the sum of ($20,000.00) Twenty Thousand Dollars subject to the existing building and use restrictions, easements, zoning ordinances, and other deed restrictions and conditions as specified herein.

THE SALE TO BE CONSUMMATED BY:

The delivery of a Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check made payable to the City of Troy

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance for information purposes. Purchase of Title Insurance shall be the option of the Purchaser at Purchaser's expense.

3. When this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within 30 days after delivery of the commitment of title insurance.

4. If objection to the title is made in the Commitment for Title Insurance or based upon a written opinion of Purchaser's attorney after examination of the Abstract that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed either (1) to fulfill the requirements in said commitment or to remedy the title defects set forth in said attorney's opinion or (2) to refund the deposit in full termination of this agreement or if unable to furnish satisfactory title. If the Seller is able to comply with such requirements or remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within 10 days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

5. Purchaser understands and agrees that although the property being conveyed may at the time of conveyance be tax exempt, and that upon acceptance of this offer to purchase the property will be placed on the tax assessor's roll.

6. The covenants herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

7. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE DESCRIBED PREMISES and is satisfied with the physical condition of structures and/or land thereon.

8. The closing of this sale shall take place at the offices of the City of Troy unless otherwise agreed.

9. Purchaser agrees to comply with Troy City Council Resolution #85-254, a copy of which is attached, and understands that this sale is contingent upon City Council approval.

10. Deed Restrictions and Subsequent Conditions: The sale of this property is conditioned upon the following deed restrictions which shall be recorded at the time of sale and shall be binding upon the Purchaser, their heirs, executors, administrators, successors and assigns: See Attachment "A"

11 Additional Conditions:

IN THE PRESENCE OF:

Purchaser

L.S.

L.S.

Date 1/13/06 Phone 248-689-8866 Address 3424 Rochester, Troy, MI 48083

IN THE PRESENCE OF:

Seller

L.S.

L.S.

Date 1/13/06 Phone: 248-524-3324 Address: 500 W. Big Beaver, Troy, 48084

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

Purchaser

_____ _____ L.S.

_____ _____ L.S.

Date 11/13/06

## ATTACHMENT "A"

## CITY OF TROY PROPERTY SALE

## DEED RESTRICTION

A. Construction shall conform to all codes of the City of Troy. Purchaser shall complete the fee purchase of other parcels, which comprise the full site, if any.

B. The purchaser shall construct or pay for the construction of any and all improvements to public facilities or private improvements as required by ordinances or design standards of the City of Troy

C. All buildings shall be constructed as indicated on the architectural rendering as submitted to and approved by the Troy Planning Department and Building Department; no other alteration, addition or deletion shall occur.

D. The Purchaser shall combine this parcel description with adjacent properties owned or controlled by Purchaser on City tax records.

E. These deed restrictions shall be recorded with and as part of the deed at the Oakland County Register of Deeds.

Resolution #2007-01-028
Moved by Stine
Seconded by Lambert

WHEREAS, The City Council of the City of Troy endeavors to attain the highest and best land use, effective growth control measures and to enhance the health, safety and welfare of the community; and

WHEREAS, Chapter 12 of the Troy City Charter requires that..."in all sales or purchases in excess of $10,000, (a) the sales or purchases shall be approved by the City Council, (b) sealed bids shall be obtained, except where the City Council shall determine that an emergency exists or that the public interest will be best served without obtaining sealed bids...";

THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **MAY DETERMINE** that the public interest will best be served without obtaining sealed bids for the sale of remnant parcels which remain after required right-of-way or excess property is taken when a purchase agreement is offered to the City of Troy by a prospective buyer which:

1. Has submitted evidence of ownership or control of an assembly of adjoining land of sufficient size so as to achieve what is believed to be the best possible development as determined by the City Council after review and recommendation from the City Manager.

2. Has submitted a conceptual site plan, which has been drawn to sufficient detail to indicate any and all features such as setbacks, parking and access, storm water detention and building height, which are governed by codes of the City of Troy.
3. Is accompanied by a petition for rezoning, if necessary, in compliance with the Master Land Use Plan of the City of Troy as being the most appropriate land use.

4. Commits the prospective buyer to a purchase price of at least a value established by an appraiser named by the Real Estate and Development Department of the City of Troy.

5. During the site plan review, site plan is accompanied by architectural renderings of all buildings along with a description of building materials to permit evaluation by building quality.

6. Is accompanied by a draft of proposed deed restrictions prepared by the City of Troy which will be imposed upon the purchaser of the City-owned property.

7. Nothing in this resolution relieves the Purchaser/Developer of their obligation to adhere to any and all City Ordinances and development standards.

BE IT FURTHER RESOLVED, That staff will **PROVIDE** an analysis of the zoning and **PRESENT** the remnant parcel(s) to the Parks and Recreation Advisory Committee to review for possible use as parks prior to Council action on the offer to purchase; and

BE IT FURTHER RESOLVED, That if it is most probable that a rezoning will be requested, that an appraisal based on that subsequent rezoning also be submitted; and

BE IT FINALLY RESOLVED, That the City Council **RETAINS** discretionary authority to determine the applicability of this policy.

Yes: All-7

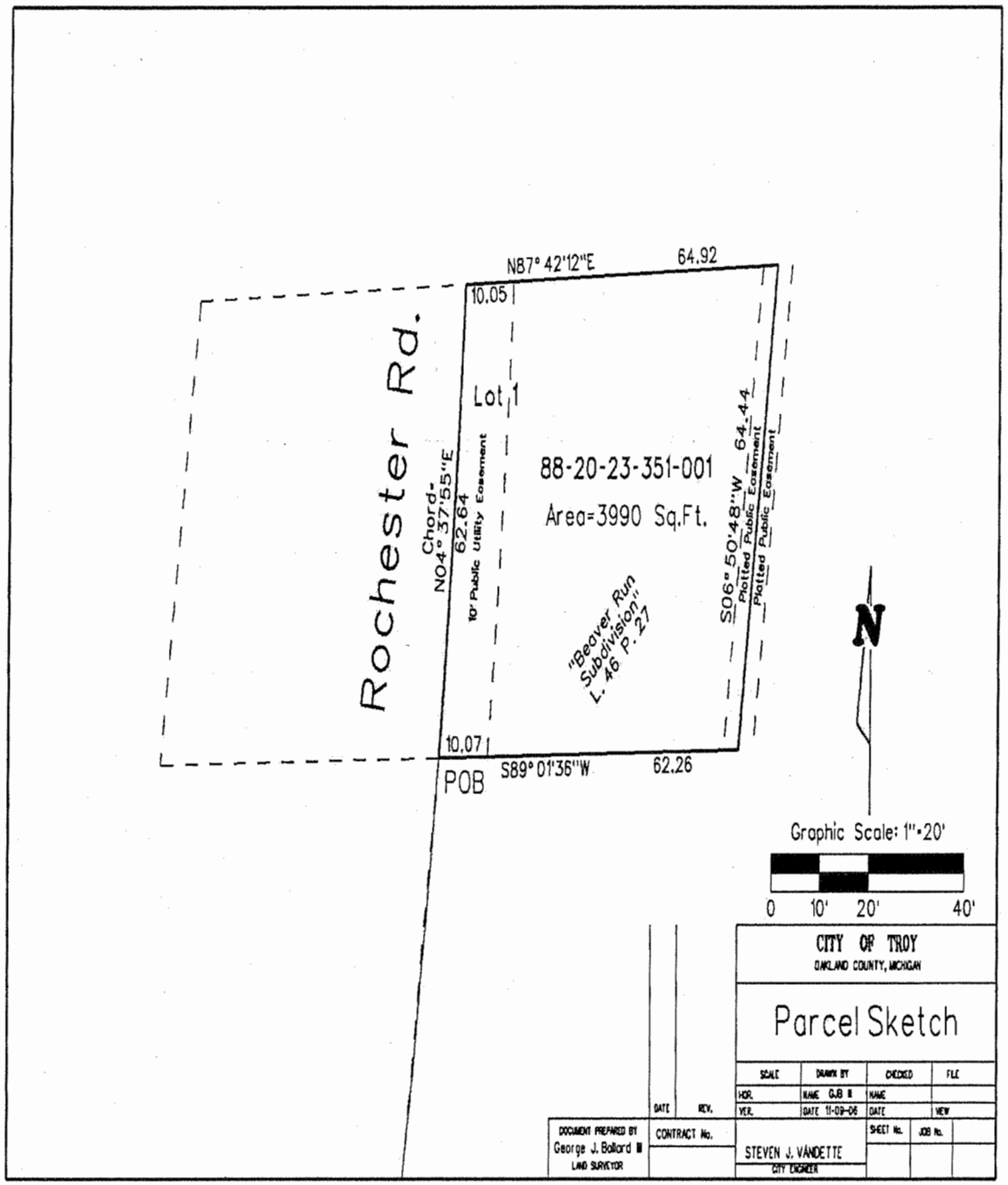
# EXHIBIT "A"

Section 23, Part of the SW ¼
Parcel: Part of 88-20-23-351-001
Owner: City of Troy

**Description of Parcel:** (Taken from City Acquisition Records)

Part of Lot 1 of "Beaver Run Subdivision", as recorded in Liber 46, Page 27, of Oakland County, Michigan records being part of the Southwest ¼ of Section 23, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as commencing at the Southeast corner of section 22; thence South 87 degrees 55 minutes 56 seconds West, along the south line of section 22, 224.08 feet to the east Right of Way Line of Rochester Road (M-150) and North 10 degrees 58 minutes 26 seconds East, along said east line, 252.56 feet and, continuing along said east line, along a curve to the right having a radius of 1925.12 feet, a central angle of 06 degrees 03 minutes 19 seconds, and a chord bearing and distance of North 14 degrees 00 minutes 06 seconds East 203.36 feet and North 17 degrees 01 minutes 45 seconds East, along said east line, 339.52 feet and, continuing along said line, along a curve to the left having a radius of 1575.00 feet, a central angle of 08 degrees 39 minutes 53 seconds, and a chord bearing and distance of North 12 degrees 41 minutes 49 seconds East 237.96 feet and North 08 degrees 21 minutes 52 seconds East, along said line, 172.61 feet and, continuing along said line, on a curve to the left having a radius of 1325.00 feet, a central angle of 02 degrees 22 minutes 42 seconds, and a chord bearing and distance of North 07 degrees 10 minutes 31 seconds East 55.00 feet to the south line of said lot 1 and the Point of Beginning; thence, continuing along the east line of Rochester Road, on a curve to the left having a radius of 1325.00 feet, a central angle of 02 degrees 42 minutes 32 seconds, and a chord bearing and distance of North 04 degrees 37 minutes 55 seconds East 62.64 feet to the north line of said lot 1; thence North 87 degrees 42 minutes 12 seconds East, recorded as North 89 degrees 30 minutes East, along said north line, 64.92 feet to the east line of said lot 1; thence South 06 degrees 50 minutes 48 seconds West, along said east line, 64.44 feet, recorded as 64.50 feet, to the south line of said lot 1; thence South 89 degrees 01 minutes 36 seconds West, along said south line, 62.26 feet to the Point of Beginning. Containing 3990 Square Feet or 0.092 Acres and retaining the following Permanent Public Utility Easement and any other easement of record or otherwise:
Beginning at the southwest corner of the above described parcel; thence, continuing along the east line of Rochester Road, on a curve to the left having a radius of 1325.00 feet, a central angle of 02 degrees 42 minutes 32 seconds, and a chord bearing and distance of North 04 degrees 37 minutes 55 seconds East 62.64 feet to the north line of said lot 1; thence North 87 degrees 42 minutes 12 seconds East, along the north line of said lot 1, 10.05 feet; thence on a curve to the right having a radius of 1335.00 feet, a central angle of 02 degrees 41 minutes 55 seconds, and a chord bearing and distance of South 04 degrees 35 minutes 05 seconds West 62.87 feet to the south line of lot 1; thence South 89 degrees 01 minutes 36 seconds West, along said south line, 10.07 feet to the Point of Beginning.

**EXHIBIT "A"**


N87° 42'12"E
64.92
10.05
Lot 1
Rochester Rd.
Chord-
N04° 37'55"E
62.64
10' Public Utility Easement
88-20-23-351-001
Area=3990 Sq.Ft.
"Beaver Run Subdivision" L. 46 P. 27
S06° 50'48"W
64.44
Platted Public Easement
Platted Public Easement
N
10.07
POB
S89° 01'36"W
62.26
Graphic Scale: 1"=20'
0
10'
20'
40'
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
Parcel Sketch
SCALE
DRAWN BY
CHECKED
FILE
HOR.
NAME GJB III
NAME
VER.
DATE 11-09-06
DATE
VIEW
DATE
REV.
DOCUMENT PREPARED BY
George J. Bollard III
LAND SURVEYOR
CONTRACT No.
STEVEN J. VANDETTE
CITY ENGINEER
SHEET No.
JOB No.

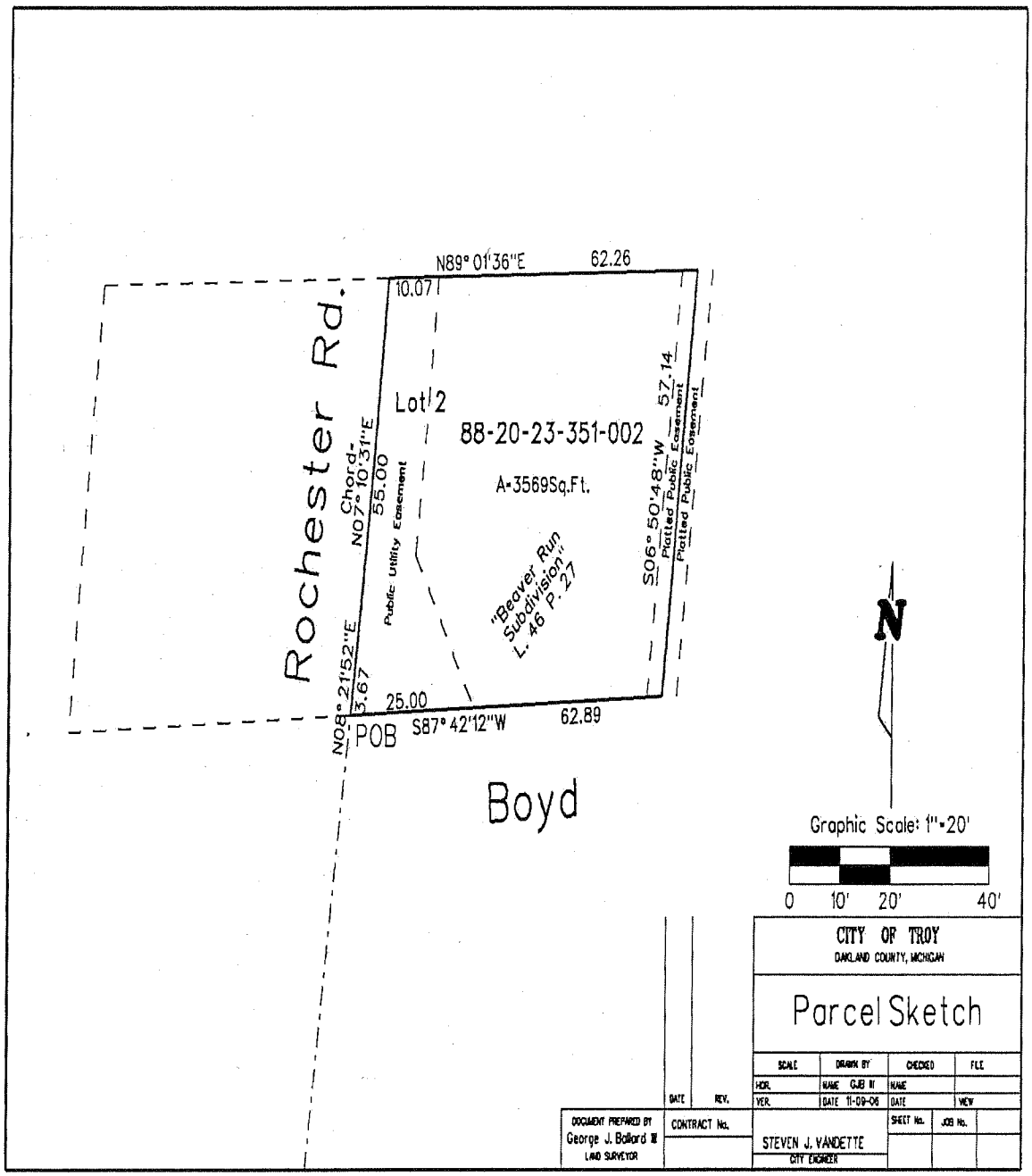
# EXHIBIT "A"

Section 23, Part of the SW 1/4
Parcel: Part of 88-20-23-351-002

**Description of Parcel:** (Taken from City Acquisition Records)

Part of Lot 2 of "Beaver Run Subdivision", as recorded in Liber 46, Page 27, of Oakland County, Michigan records being part of the Southwest ¼ of Section 23, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as commencing at the Southeast corner of section 22; thence South 87 degrees 55 minutes 56 seconds West, along the south line of section 22, 224.08 feet to the east Right of Way Line of Rochester Road (M-150) and North 10 degrees 58 minutes 26 seconds East, along said east line, 252.56 feet and, continuing along said east line, along a curve to the right having a radius of 1925.12 feet, a central angle of 06 degrees 03 minutes 19 seconds, and a chord bearing and distance of North 14 degrees 00 minutes 06 seconds East 203.36 feet and North 17 degrees 01 minutes 45 seconds East, along said east line, 339.52 feet and, continuing along said line, along a curve to the left having a radius of 1575.00 feet, a central angle of 08 degrees 39 minutes 53 seconds, and a chord bearing and distance of North 12 degrees 41 minutes 49 seconds East 237.96 feet and North 08 degrees 21 minutes 52 seconds East, along said line, 168.94 feet to the south line of said Lot 2 and the Point of Beginning; thence North 08 degrees 21 minutes 52 seconds East, along the said east line of Rochester Road, 3.67 feet; thence, continuing along said east line, on a curve to the left having a radius of 1325.00 feet, a central angle of 02 degrees 22 minutes 42 seconds, and a chord bearing and distance of North 07 degrees 10 minutes 31 seconds East 55.00 feet to the north line of said lot 2; thence North 89 degrees 01 minutes 36 seconds East, along the said north line, 62.26 feet to the east line of said lot 2; thence South 06 degrees 50 minutes 48 seconds West, along said east line, 57.14 feet, recorded as 57.20 feet, to the north line of Boyd Street.; thence South 87 degrees 42 minutes 12 seconds West, recorded as South 89 degrees 30 minutes West, along said north line, 62.89 feet to the Point of Beginning. Containing 3569 Square Feet or 0.082 Acres and retaining the following Permanent Public Utility Easement and any other easement of record or otherwise: Beginning at the southwest corner of the above described parcel; thence North 08 degrees 21 minutes 52 seconds East, along the said east line of Rochester Road, 3.67 feet; thence, continuing along said east line, on a curve to the left having a radius of 1325.00 feet, a central angle of 02 degrees 22 minutes 42 seconds, and a chord bearing and distance of North 07 degrees 10 minutes 31 seconds East 55.00 feet to the north line of said lot 2; thence North 89 degrees 01 minutes 36 seconds East, along the said north line, 10.07 feet; thence along a curve to the right having a radius of 1335.00 feet, a central angle of 01 degrees 36 minutes 08 seconds, and a chord bearing and distance of South 06 degrees 44 minutes 05 seconds West 37.33 feet; thence South 30 degrees 21 minutes 17 seconds East 23.52 feet to the north line of said Boyd Street; thence South 87 degrees 42 minutes 12 seconds West, along said north line, 25.00 feet to the Point of Beginning.

**EXHIBIT "A"**


N89° 01'36"E
62.26
10.07
Rochester Rd.
Lot 2
88-20-23-351-002
A=3569Sq.Ft.
Chord-
N07° 10'31"E
55.00
Public Utility Easement
"Beaver Run Subdivision" L. 46 P. 27
57.14
S06° 50'48"W
Platted Public Easement
Platted Public Easement
N08° 21'52"E
3.67
25.00
POB
S87° 42'12"W
62.89
Boyd
N
Graphic Scale: 1"=20'
0
10'
20'
40'
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
Parcel Sketch
SCALE
DRAWN BY
CHECKED
FILE
HOR.
NAME GJB III
NAME
VER.
DATE 11-09-06
DATE
VIEW
DATE
REV.
DOCUMENT PREPARED BY
George J. Ballard III
LAND SURVEYOR
CONTRACT No.
STEVEN J. VANDETTE
CITY ENGINEER
SHEET No.
JOB No.

PARKS AND RECREATION ADVISORY BOARD

A special meeting of the Troy Parks and Recreation Advisory Board was held Thursday, February 15, 2007 at the Troy Community Center, staff conference room. The meeting was called to order at 6:38 p.m.

Present: Merrill Dixon, member; Kathleen Fejes, member; Orestes Kaltsounis, member; Stuart Redpath, member; Meaghan Kovacs, member; Janice Zikakis, member; Carol K. Anderson, staff

Absent: Tod Gazetti (excused), Gary Hauff (excused), Jeff Stewart (excused), Tom Krent (excused).

Visitors:

## New Business

A. Remnant Parcels 88-20-22-356-031 and 88-20-23-351-001 & 002: Discussion followed whether the City should sell these two remnant parcels or retain them as park land.

### Resolution

Moved by Fejes
Seconded by Zikakis

RESOLVED, that The Parks and Recreation Advisory Board has reviewed the two parcels (88-20-22-356-031 and 88-20-23-351-001 & 002) and determined there is no practical use as park land and recommends to the City Council that these remnant parcels be sold.

## Vote on Resolution to Amend

### Resolution # PR - 2007 - 02 - 005

Moved by Kaltsounis
Seconded by Zikakis

RESOLVED, that the Parks and Recreation Advisory Board hereby **AMENDS** the resolution by **INSERTING**, "BE IT FURTHER RESOLVED, that the Parks and Recreation Advisory Board recommends to City Council that the proceeds from the sale of the two parcels be returned to the Parks and Recreation Park Development budget."

Yes: All
No: None
MOTION CARRIED

## Vote on Resolution as Amended

Resolution # PR – 2007 – 02 – 007
Moved by Redpath
Seconded by Kaltsounis

RESOLVED, That the Parks and Recreation Advisory Board has reviewed the two parcels (88-20-22-356-031 and 88-20-23-351-001 & 002) and determined there is no practical use as park land and recommends to the City Council that these remnant parcels be sold.

BE IT FURTHER RESOLVED, That the Parks and Recreation Advisory Board recommends to City Council that the proceeds from the sale of the two parcels be returned to the Parks and Recreation Park Development budget.

Yes: All
No: None
MOTION CARRIED

The meeting adjourned at 7:00 p.m.

_____
Janice Zikakis, Vice-Chairperson

_____
Carol K. Anderson, Parks and Recreation Director