



CITY COUNCIL AGENDA ITEM

Date: June 1, 2015

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Approve the Sale of City Owned Surplus Parcel Located in Section 36, Sidwell # 88-20-36-426-091

History

In January 2015, the City of Troy acquired a property automatically from Oakland County as a result of tax foreclosure. The parcel is located in Section 36, north of Fourteen Mile road. For identification purposes, it is adjacent to the former Hostess/Wonder Bread retail outlet store on the west side of Dequindre, north of Elliott. The strip of land is approximately 30' wide x 463' long. This is an unbuildable property zoned IB – Integrated Industrial and Business District.

Troy City Council Resolution #2007-01-028 (attached) allows for the sale of City owned property without obtaining sealed bids and it has been the City's policy to offer parcels to adjacent property owners if it is determined that public interest will best be served.

The abutting properties to the south (Parcel A:33801 Dequindre) and north (Parcel B:33873 Dequindre) are owned by the same individual, Matthew McNabb. Mr. McNabb approached the City to purchase this parcel for better access for his southern property. If his Offer to Purchase is accepted Mr. McNabb will be making necessary repairs to the disintegrating asphalt drive extending the length of the parcel.

Title works shows that the property is encumbered with an easement allowing access to the rear of the property, which may require the maintenance of the existing drive should the City retain ownership of this property.

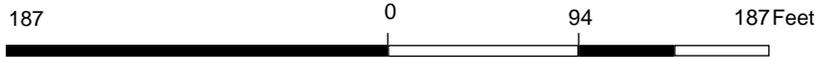
As part of the sale process, Staff also contacted the property owner at the western portion of this City owned parcel (Parcel C:33917 – 33945 Dequindre), inquiring if they had any interest in the acquisition of this parcel. Staff fielded a call from the owner's representative and answered general questions, but there was no interest expressed in acquiring the City owned parcel.

Financial

Matthew McNabb has offered the City \$1,200 to purchase this parcel. Uncollected taxes amount to approximately \$1,043. Monies received from the sale of this property are not restricted.

Recommendation

Staff recommends that City Council approve the sale of this remnant parcel to Matthew McNabb for the value of \$1,200.00, subject to terms and conditions of the purchase agreement. We also request that the Mayor and City Clerk be authorized to sign a warranty deed to close the transaction.



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.

Vote on Resolution to Amend Disposal/Sale of Excess Property as Amended

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

OFFER TO PURCHASE
CITY OF TROY
REAL ESTATE

1. THE UNDERSIGNED, MATTHEW MCNABB, whose address is 6948 Montgomery DR. STRIBY Twp, 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:

T2N, R11E, SEC 36 PART OF N ½ OF SE ¼ BEG AT PT DIST S 01-22-22 E 370.72 FT FROM E ¼ COR, TH S 01-22-22 E 30 FT, TH N 89-50-53 W 463 FT, TH N 01-22-22 W 30 FT, TH S 89-50-53 E 463 FT TO BEG., EXCEPT THE EAST 60 FT.

Parcel Number: 20-36-426-091,
vacant Dequindre Road

and to pay therefore the sum of Twelve hundred 00/100 Thousand Dollars (\$ 1200.00) 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:

Delivery of the usual 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. If 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, 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 #2007-01-028, a copy of which is attached, and understands that this sale is contingent upon City Council approval.
10. Deed Restrictions and Subsequent Conditions:
 - A. Construction shall take place only as indicated on any site plan submitted to and approved by the Building Department and Planning Department of the City of Troy and all construction shall conform to all codes of the City of Troy.
 - B. The property being conveyed herein is currently zoned and will be used only as it is defined in the Troy Zoning Ordinance as of March 18, 2013, and no other use or zoning will be permitted, said zoning currently being IB – Integrated Industrial Business.
 - C. 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.
 - D. A violation of any of the above stated conditions shall cause the title of the property to automatically revert back to the City of Troy.
 - E. The covenants herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
 - F. These deed restrictions shall be recorded with the deed at the Oakland County Register of Deeds office.
11. Additional Conditions:

IN THE PRESENCE OF: DAWN YURI'SKO Purchaser MATTHEW MCNABB


_____ L.S.

Date 5-11-15 Phone 248.583.7755 or 313.407.6330 Address 6948 Montgomery Sheiby Twp MI 48310

IN THE PRESENCE OF: _____ Seller- City of Troy _____ L.S.

Date _____ Phone _____ Address _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

5-11-15
Date



Purchaser L.S.

WARRANTY DEED

Sidwell #88-20-36-426-091
Resolution # 2015-06-

The Grantor(s), **CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, MI 48084 convey(s) and warrant(s) to **Matthew McNabb**, Grantee, whose address is 6948 Montgomery Drive, Shelby Twp., MI, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

Town 2 North, Range 11 East, Section 36, Part of the North 1/2 of the Southeast 1/4, beginning at a point distant South 01°22'22" East 370.72 feet from the East 1/4 corner; thence South 01°22'22" East 30 feet, thence North 89°50'53" West 463 feet, thence North 01°22'22" West 30 feet, thence south 89°50'53" East 463 feet to the point of beginning, except the East 60 feet retained for roadway purposes.

Commonly known as vacant Dequindre, Troy, MI 48083

For the sum of One Thousand, Two Hundred and 00/100 Dollars (\$1,200.00)
Exempt under MCL.207.505(h)(i) and MCL 207.526 (h)(i)

subject to building and use restrictions and easements of record

Dated this _____ day of June, 2015.

CITY OF TROY
a Michigan municipal corporation

*Dane M. Slater, Mayor

*M. Aileen Dickson, City Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of June, 2015, by Dane M. Slater, Mayor, and M. Aileen Dickson, City Clerk, of the City of Troy, a Michigan Municipal corporation, on behalf of the corporation.

*
Notary Public, _____ County, MI
My commission expires: _____
Acting in _____ County, MI

County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol, SR/WA City of Troy 500 West Big Beaver Troy, MI 48084	

Exempt under MCL 207.505(h)(i) & MCL 207.526 (h)(i)

Tax Parcel # 88-20-36-426-091 Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURE