

CITY OF TROY BUILDING INSPECTION DEPARTMENT  
CITY OF TROY PLANNING DEPARTMENT  
BUILDING CODE BOARD OF APPEALS APPLICATION

**SIGN APPEALS**

**FEE \$60**

CITY OF TROY PLANNING DEPARTMENT  
500 W. BIG BEAVER ROAD  
TROY, MICHIGAN 48084  
PHONE: 248-524-3344  
FAX: 248-689-3210  
E-MAIL: [evanspm@troymi.gov](mailto:evanspm@troymi.gov)  
<http://www.troymi.gov/CodeEnforcement/>



**CONSTRUCTION OR FENCE CODE APPEALS**

**FEE: \$50**

CITY OF TROY BUILDING DEPARTMENT  
500 W. BIG BEAVER ROAD  
TROY, MICHIGAN 48084  
PHONE: 248-524-3344  
FAX: 248-689-3210  
E-MAIL: [GrusnickME@troymi.gov](mailto:GrusnickME@troymi.gov)  
<http://www.troymi.gov/BuildingInspection/>

**NOTICE TO THE APPLICANT**

REGULAR MEETINGS OF THE BUILDING CODE BOARD OF APPEALS ARE HELD ON THE FIRST WEDNESDAY OF EACH MONTH AT 3:00 P.M. AT CITY HALL.

PLEASE FILE A COMPLETE APPLICATION, TOGETHER WITH THE APPROPRIATE FEE, NOT LESS THAN TWENTY-ONE (21) DAYS BEFORE THE MEETING DATE.

A COMPLETE APPLICATION THAT MEETS CODE REQUIREMENTS IS PLACED ON THE NEXT AVAILABLE AGENDA OF THE BUILDING CODE BOARD OF APPEALS.

1. ADDRESS OF THE SUBJECT PROPERTY: 500 West Long Lake Road  
ACREAGE PROPERTY: *Attach legal description if this an acreage parcel*
2. PROPERTY TAX IDENTIFICATION NUMBER(S): 88-20-09-451-018
3. CODE NAME (e.g. "BUILDING CODE", "SIGN CODE", etc.) AND SECTION(S) RELATED TO THE APPEAL:  
85.02.05.C.5.e.1 - 85.02.05.C.5.e.3 - 85.02.05.C.5.e.4
4. REASONS FOR APPEAL/VARIANCE: *On a separate sheet, please describe the reasons justifying the requested action. See Submittal Checklist*
5. HAVE THERE BEEN ANY PREVIOUS APPEALS INVOLVING THIS PROPERTY? YES  NO

6. APPLICANT INFORMATION:

NAME Randy Oram

COMPANY International Outdoor Inc.

ADDRESS 28423 Orchard Lake Road Suite 200

CITY Farmington Hills

STATE MI

ZIP 48334

TELEPHONE 248-489-8989

E-MAIL randy@lobillboard.com

7. APPLICANT'S AFFILIATION TO THE PROPERTY OWNER: Lessee

8. OWNER OF SUBJECT PROPERTY:

NAME Tony Palomba, CFO

COMPANY Kamax LP

ADDRESS 500 West Long Lake Road

CITY Troy

STATE MI

ZIP 48098

TELEPHONE 248-813-1825

E-MAIL anthony.palomba@kamax.com

The undersigned hereby declare(s) under penalty of perjury that the contents of this application are true to the best of my (our) knowledge, information and belief.

The applicant accepts all responsibility for all of the measurements and dimensions contained within this application, attachments and/or plans, and the applicant releases the City of Troy and its employees, officers, and consultants from any responsibility or liability with respect thereto.

I, Tony Palomba, CFO, Kamax LP (PROPERTY OWNER), HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND STATEMENTS CONTAINED IN THE INFORMATION SUBMITTED ARE TRUE AND CORRECT AND GIVE PERMISSION FOR THE BOARD MEMBERS AND CITY STAFF TO CONDUCT A SITE VISIT TO ASCERTAIN PRESENT CONDITIONS.

SIGNATURE OF APPLICANT *Randy J. "Randy" Oram* DATE 2-11-13

PRINT NAME: Randy Oram

SIGNATURE OF PROPERTY OWNER *Ronald L. Harsch* DATE 2-11-13

PRINT NAME: Ronald L. Harsch, Corp Safety/Env. & Facility Manager

Failure of the applicant or his/her authorized representative to appear before the Board, as scheduled, shall be justifiable cause for denial or dismissal of the case with no refund of appeal fee(s). If the person appearing before the Board is not the applicant or property owner, signed permission must be presented to the Board.

The applicant will be notified of the time and date of the hearing by first class mail.

SIGN CODE APPEALS CRITERIA -- CHAPTER 85.01.08 SIGN CODE

The Board of Appeals has the power to grant specific variances from the requirements of this Chapter, upon a showing of each of the following:

- a) The variance would not be contrary to the public interest or general purpose and intent of this Chapter.
- b) The variance does not adversely affect properties in the immediate vicinity of the proposed sign.
- c) The petitioner has a hardship or practical difficulty resulting from the unusual characteristics of the property that precludes reasonable use of the property.

## Practical Difficulty

### 1. Setback from the Road:

- The width of I-75 at this location is 300'. The proposed billboard is adjacent to MDOT's (Michigan Department of Transportation) right-of-way (ROW).
- Our proposed sign location is at 0' setback which will still be over 175' from the edge of pavement of I-75 traveling north and over 275' from the pavement on I-75 traveling south.
- The proposed billboard location is at the rear/north side of the Kamax LP property which consists of a highly wooded area. The unique but existing landscape blocks all visibility to southbound traffic.
- The existing building is 30' high and at the required height and setback will block the visibility of the sign completely to northbound traffic along I-75.
- The City of Troy's ordinance requires a 200' setback from the road ROW. If the sign is placed where the ordinance requires it to be the sign will be over 375' from the traveled road.
- This section of I-75 curves away to the west from the Kamax LP property at a significant rate right where the proposed sign would be causing a practical difficulty in the visibility of the sign and its purpose.

### 2. Speed and Width of the Corridor:

- The speed of I-75 at this mile marker is 70 mph which requires the sign to be at a desired height and setback, in which we are proposing, to not adversely impact the safety of the drivers and vehicles commuting along this stretch of the corridor.
- Billboards are allowed by MDOT adjacent to a freeway and should be regulated by any City to be visible from the freeway.
- The advertising is designed to catch the eye of the driver but to accomplish that in a safe and temporary manner the sign must be visible.
- If a billboard is not clearly visible it will take a driver's eyes off the road for a longer period of time creating an unsafe scenario.
- The danger to a driver along I-75 because of a compromised view of the sign is why our request reflects the intent and spirit of the Ordinance pertaining to the health and safety of Troy residents and their visitors.

## Geographical Hardship – THE EXISTING TERRAIN

### 1. Terrain or Trees and Vegetation:

- The existing terrain conditions, specifically the height of the trees, on our site and along this section of I-75 also creates a practical difficulty for the visibility of our billboard.
- The existing tree stands at this location are over 40' high and will obstruct the line of site of our sign from I-75 if we do not build above them (Exhibit A).

- The Highway Advertising Act, PA 106 of 1972 as amended in June of 2008 states that one cannot remove vegetation that existed before the billboard was erected.
- For the above said reasons describing our situation you can clearly see that these unique conditions do create a practical hardship which severally obstructs and handicaps the visibility of our proposed sign.
- The amount of variance requested is the minimum amount we would need to remedy the difficult line of sight issues and make the sign meet its true value.

## **2. Topography or Grade Difference at W Long Lake Road:**

- The grade difference from the proposed billboard location to the point where I-75 crosses W Long Lake Road is roughly 18' below the Long Lake Road Overpass.
- This creates a line of sight impediment which is caused by the grade differences which even intensifies the obstructions of the MDOT signs. In addition there is a grade difference between our site and I-75 of 15' meaning that our board is further compromised by being below the I-75 Freeway grade.

### **Summary:**

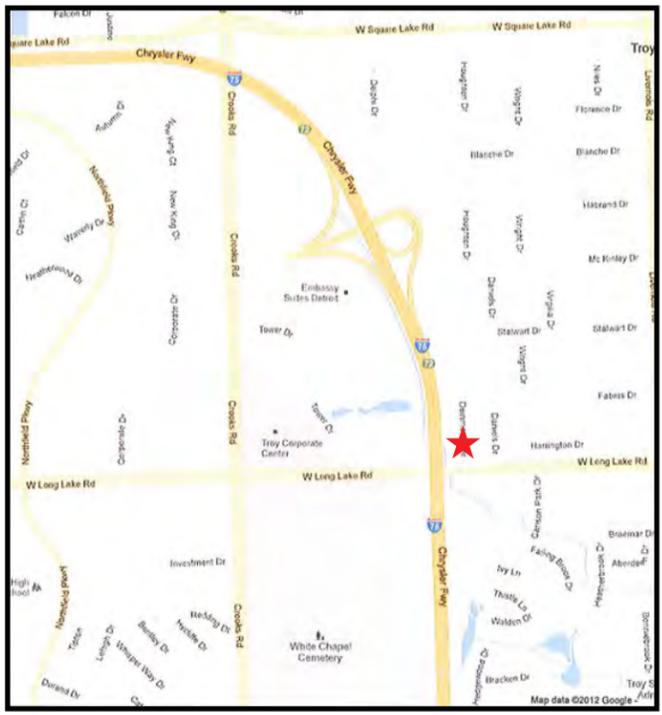
This line of sight impediment combined with the required setback of our sign justifies the variation to the City's Zoning Ordinance by reason of exceptional undue hardship.

- The ordinance when applied to our site creates a situation that severally obstructs and handicaps the visibility of our proposed sign.
- The amount of variance requested is the minimum amount we would need to remedy the difficult line of sight issues to make the sign meet its true value as outlined in the City's Ordinance.
- Granting the variance does not substantially impair the intent or purposes of this ordinance because the sign will face I-75 only and will not interfere with any residents in the general area.

We believe we have met and exceed the burden of proof and demonstrated that that our site has multiple practical difficulties not experienced by the other billboards or ground signs within the City which should lead you to grant our request.



**Site Plan for Billboard (Kamax LP)**  
**500 W Long Lake Road**  
**Troy, MI 48098**



**Applicant:**  
 International Outdoor, Inc.  
 Randy Oram, President  
 28423 Orchard Lake Road  
 Farmington Hills, MI 48334  
 Phone: 248-489-8989

**Property Owner:**  
 Kamax LP  
 Anthony Palomba (CFO)  
 500 W Long Lake Road  
 Troy, MI 48098  
 Phone: 248-813-1825

**Existing Zoning:** IB (Integrated Industrial Business) & R-1B (One Family Residential)  
**Adjacent Zoning:** N: R-1B S: R-1B/R-1C/O E: R-1BW: RC

**Setbacks:** Front: 0'  
 Side: 410'/1175'  
 Rear: 350'

**Billboard Height:** 70'

**Legal Description:**  
 Parcel I.D. # 88-20-09-451-018

**Legal:** T2N, R11E, SEC 9 BEAVER HILLS LOTS 84 TO 97 INCL, ALSO LOTS 110 TO 121 INCL EXC S 27 FT OF SD LOT 121 TAKEN FOR RD, ALSO S 382 FT OF W 114.60 FT OF SW 1/4 OF SE 1/4 EXC N 27 FT OF S 60 FT, ALSO ALL OF VAC DEINMORE ADJ TO LOTS 88 TO 94 INCL, ALSO ALL OF VAC FAUBUS AVE ADJ TO LOTS 91 & 115, ALSO S 1/2 OF VAC FAUBUS ADJ TO LOT 84 2-25-97 FR 013, 405-012 & 406-013

No Scale

Date Drawn: September 12, 2012

# 500 W Long Lake Road



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

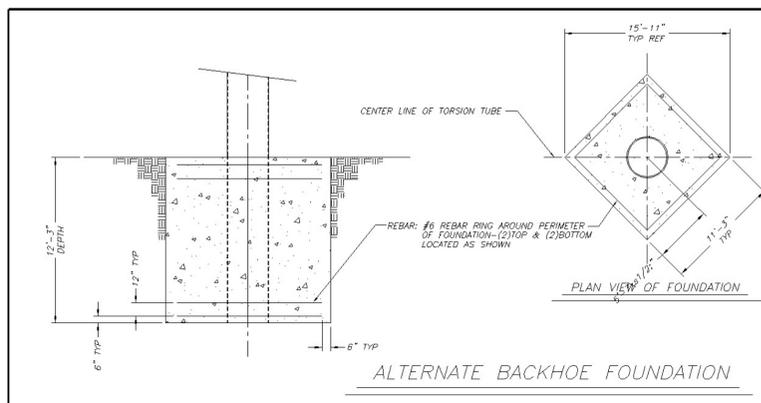
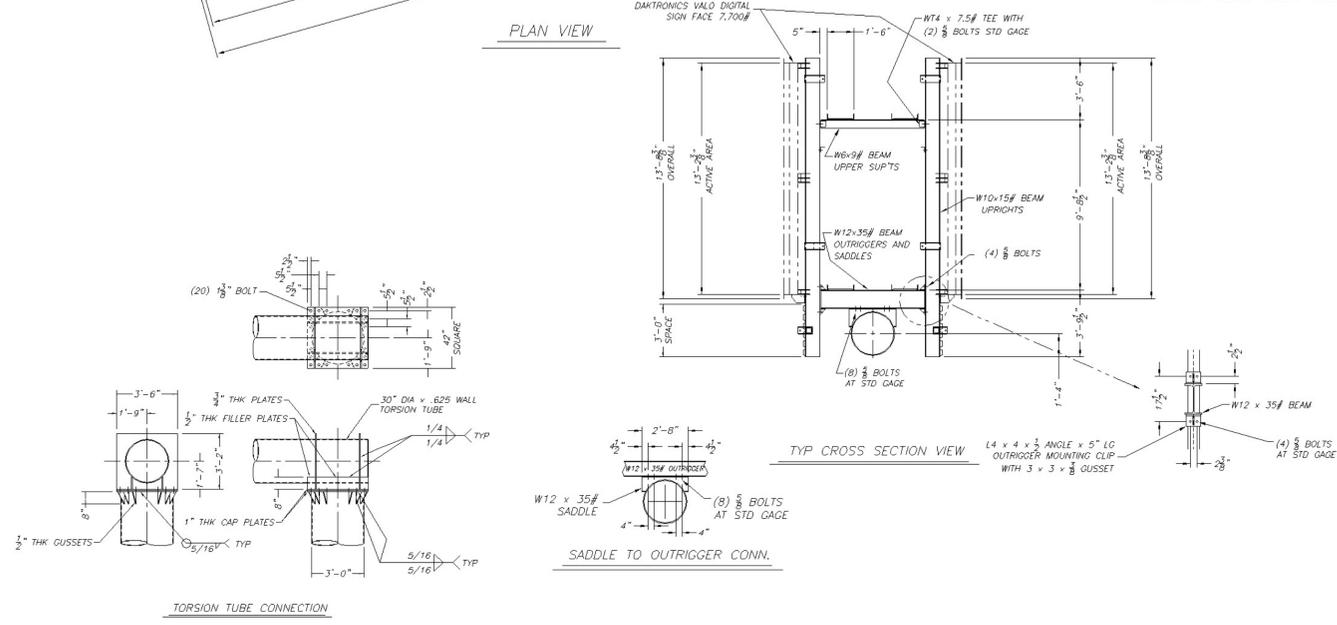
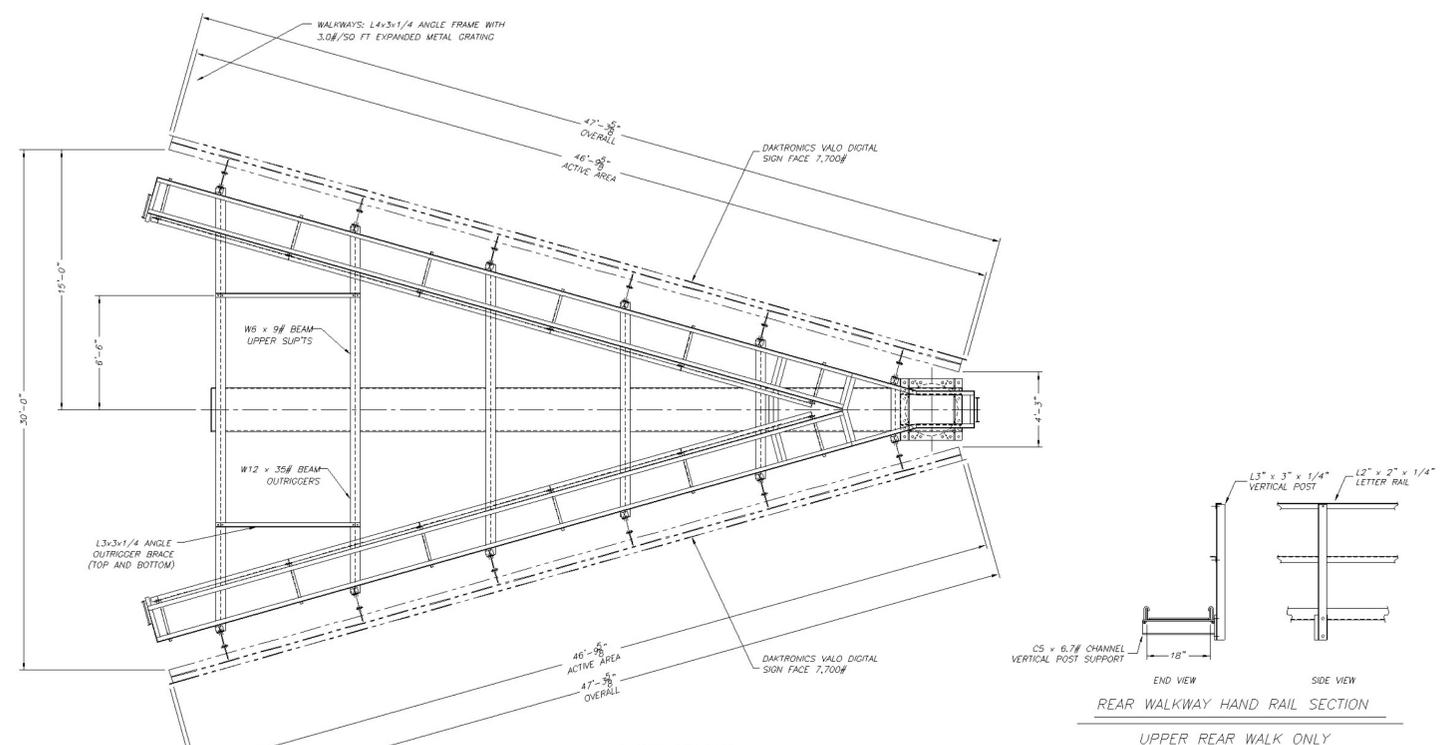
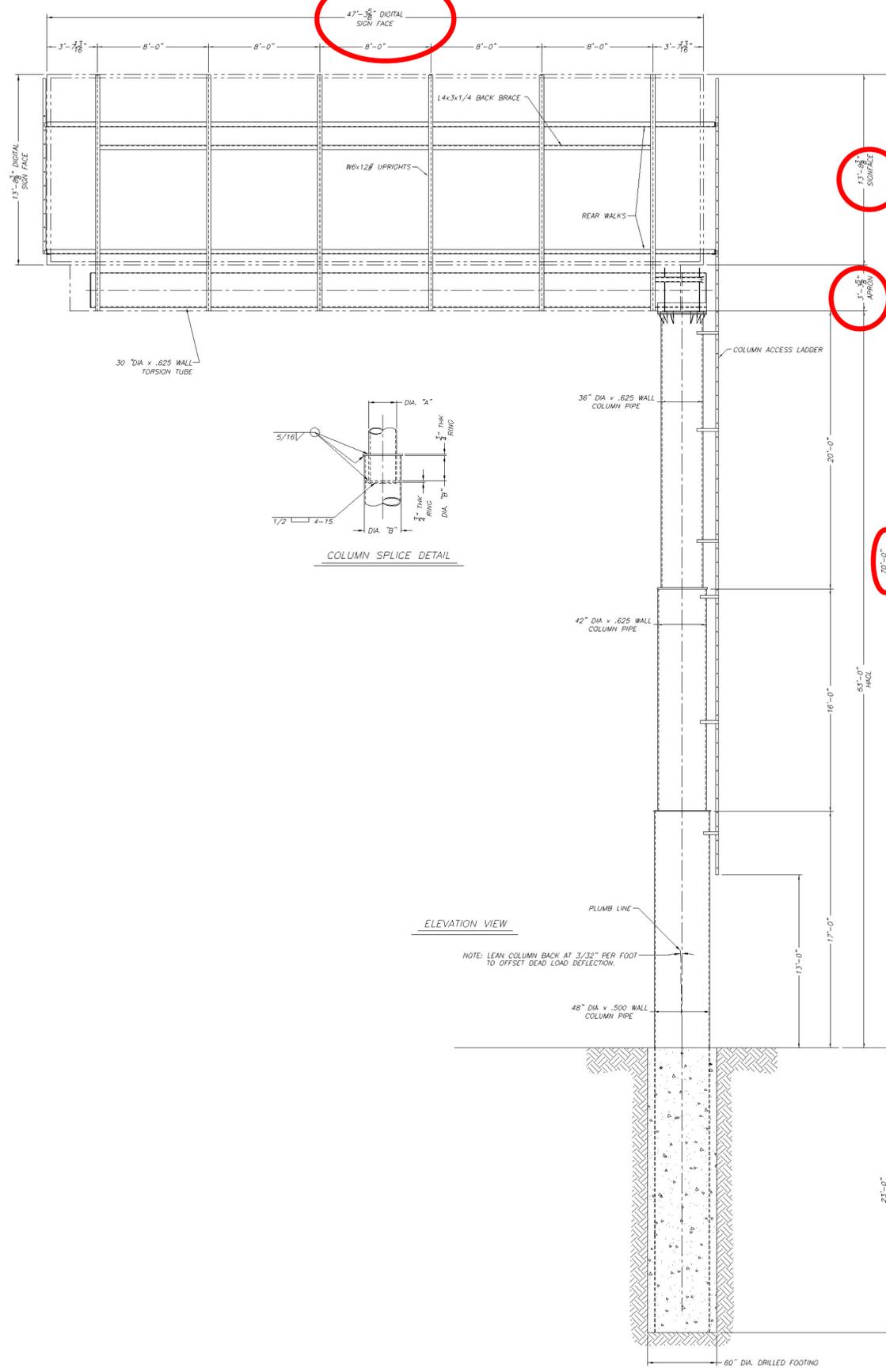
  
**L. Brooks Patterson**  
Oakland County Executive

Date Created: 9/11/2012



REV.	CHANGE	BY	DATE

1607.56 sq ft total area



- SPECIFICATIONS:**
- STEEL ROLLED "W" BEAM SECTIONS: ASTM A992  
ALL OTHER STEEL ROLLED SECTIONS: ASTM A36
  - PIPE SECTIONS: A.P.I. 5L X42
  - BOLTS: MINIMUM 1/2" DIAMETER UNC  
1/2" DIAMETER: GRADE A325  
5/8" DIAMETER & LARGER: GRADE A325
  - CONCRETE: 3000 P.S.I. @ 28 DAYS.
  - HORIZONTAL SOIL PRESSURE: 300#/SQ FT/FT.
  - THIS DESIGN MEETS THE REQUIREMENTS OF THE 2009 INTERNATIONAL BUILDING CODE FOR 90 M.P.H. (3 SEC GUST) WIND SPEED AND EXPOSURE "C".
  - ALL WELDING SHALL BE IN ACCORDANCE WITH AWS STANDARDS USING E-70 ELECTRODES.
  - ALL WALKWAYS TO HAVE SAFETY CABLES
  - REINFORCING BAR: ASTM A-615 GRADE 60 (IF REQUIRED)
  - STRUCTURE DESIGNED TO HANDLE (2) DIGITAL UNITS AT A LATER DATE ADDING APPROX. 16,000# TOTAL

**PRODUCTIVITY FABRICATORS**

SCALE: NONE  
DATE: 09/11/12

DRAWN BY:  
R. SCOTT

14' x 48' FLAG, 30'V 70' OVERALL SIGN

INTERNATIONAL OUTDOOR

DRAWING NUMBER  
64-9719

*R. Diane Mochal*  
R. DIANE MOCHAL  
REGISTERED PROFESSIONAL ENGINEER  
MICHIGAN  
8690  
07/30/12

(1) THIS LEASE AGREEMENT, made this 29 day of August, 2012, by and between:

**INTERNATIONAL OUTDOOR, INC.**  
28423 Orchard Lake Road, Suite 200, Farmington Hills, MI 48334  
(hereinafter referred to as "Lessee")

and

**KAMAX LP**  
500 West Long Lake Road, Troy, MI 48098-4599  
(hereinafter referred to as "Lessor")

provides

**WITNESSETH**

**DESCRIPTION** (2) "LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction of an outdoor advertising structure with two faces and measuring at least 14' X 48' per face ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the complete construction of the sign including electrical power to the sign.

The premises are a portion of the property located in the County of Oakland, State of Michigan, more particularly described as:

**500 West Long Lake Road, Troy, MI 48098-4599**

**Parcel I.D. # 88-20-09-451-018**

**Legal: T2N, R11E, SEC 9 BEAVER HILLS LOTS 84 TO 97 INCL, ALSO LOTS 110 TO 121 INCL EXC S 27 FT OF SD LOT 121 TAKEN FOR RD, ALSO S 382 FT OF W 114.60 FT OF SW 1/4 OF SE 1/4 EXC N 27 FT OF S 60 FT, ALSO ALL OF VAC DEINMORE ADJ TO LOTS 88 TO 94 INCL, ALSO ALL OF VAC FAUBUS AVE ADJ TO LOTS 91 & 115, ALSO S 1/2 OF VAC FAUBUS ADJ TO LOT 84 2-25-97 FR 013, 405-012 & 406-013**

(Legal description also referenced as Exhibit A, which description may also include a sketch or more detailed survey of the location of the sign on the LESSOR's property)

**TERM** (3) This lease shall be for a term of ten (10) years, which shall begin after Lessee has obtained all required permits and licenses, completed construction of the sign structure and all utilities are connected and functional. These tasks shall be done promptly with no unnecessary delay. Lessee shall notify Lessor of the completed construction date. This date shall be the lease commencement date.

**RENEWAL** (4) Lessee shall have the exclusive and irrevocable option to renew this Lease for one (1) additional term of ten years as well as two (2) additional term(s) of five years each by giving Landlord written notice within three (3) months prior to the expiration date of the preceding term. All renewals shall be on the same terms and conditions of the initial Term, except that the rent for first ten (10) year renewal Term shall equal one hundred ten percent (110%) of the rent charged for the initial Term, the first five year renewal Term the rent charged shall be one hundred twenty percent (120%) of the rent charged for the initial Term and during the second five year renewal Term the rent charged shall be one hundred twenty-five percent (125%) of the rent charged for the initial Term.

**RENT** (5) LESSEE shall pay to LESSOR an annual rental of Fifteen Thousand 00/100 Dollar \$15,000.00 payable in advance if the sign is static or Twenty Thousand 00/100 Dollar \$20,000.00 payable in advance if the sign is digital. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

**USE AND OCCUPANCY** (6) If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease.

**REPAIRS, MAINTENANCE, FIXTURES** (7) All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within 60 days after termination or cancellation of this agreement or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE.

**PREMISES, ACCESS, CONDITION** (8) LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE. LESSOR agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of

LESSEE'S sign. LESSEE is hereby authorized to remove any such other structure, obstruction or vegetation at LESSEE'S option.

**ASSIGNMENT, SUBLEASE, SALE** (9) In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR and shall be construed under the laws of the state of Michigan.

**EMINENT DOMAIN** (10) In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

**UTILITIES** (11) The Lessee will pay all charges made against said leased premises, pertaining to the billboard only, for electricity during the continuance of this lease, as the same shall become due. Lessee shall provide all utility service connections to the Leased Premises and shall pay any hookup charges or connection fees for such utilities and Lessor shall give Lessee access to neighboring lands under the control of Lessor for such purposes.

**TAXES** (12) Lessor shall pay when due all real and personal property taxes and assessments with respect to the Premises and the improvements and structures thereon, but not including the Sign, the personal property taxes for which shall remain the obligation of Lessee.

**NON-DISTURBANCE** (13) Upon request by Tenant, Landlord shall obtain and deliver to Tenant from any present or future mortgagee, trustee, fee owner, prime landlord or any person having an interest in the Premises superior to this Lease a written non-disturbance agreement in recordable form providing that so long as Tenant performs all of the terms, covenants and conditions of this Lease and agrees to attorn to the mortgagee, beneficiary of the deed of trust, purchaser at a foreclosure sale, prime landlord or fee owner, Tenant's rights under this Lease shall not be disturbed and shall remain in full force and effect for the term of this Lease, and Tenant shall not be named or joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclose thereunder.

**INDEMNITY** (14) LESSEE shall, at its sole cost and expense, procure, pay for and keep in full force and effect during the term of this Lease, commercial general liability insurance for the benefit of LESSOR and LESSEE, with limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Within the first one hundred eight (180) days of each option period, the amount of insurance may be increased above the amounts herein specified at LESSEE'S discretion. LESSOR and LESSEE'S mortgagee shall each be named as an additional insured under all such insurance contracts. A current Certificate evidencing such coverage and any renewals thereof shall be furnished to LESSOR from time to time. In the event LESSEE fails to maintain such insurance in force, LESSOR may at LESSEE'S expense, secure such insurance and the premium paid by LESSOR as additional rent. LESSEE shall reimburse LESSOR within ten (10) days after receipt of written notice by LESSOR to avoid being in default.

**LEASE MEMORANDUM** (15) LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation.

**ADDITIONAL PROVISIONS** (16) Landlord does hereby Lease and demise to Tenant, the portion(s) of the Premises which will be described on Exhibit A attached hereto (the "Leased Premises") to build a billboard on the property of which Landlord shall cooperate fully with Tenant in obtaining any necessary permits, licenses or other approvals for Tenant's use of the Leased Premises at no cost or expense to Landlord including without limitation, the application for variances of which enables Tenant to erect, operate and maintain the sign structure(s) on the Premises in accordance with this Lease. Landlord hereby authorizes Tenant to apply to the City of Troy for any such permits, licenses, variance, or other approvals on Landlord's behalf without further consent or authorization from Landlord. Landlord does hereby Lease and demise to Tenant the portion of the Premises particularly identified and described on Exhibit A attached hereto, which Premises will be identified by Tenant within existing Parcel ID # 88-20-09-451-018 with any necessary approvals to be first obtained from the City of Troy or the County of Oakland.

**NOTICES** (17) Wherever this Lease requires notice to be served on LESSORS, notice shall be sufficient if mailed by first-class mail with postage fully paid. Notice to Lessees can be completed by mailing by first-class mail with postage fully paid to the following:

**LESSEE**

International Outdoor, Inc.  
28423 Orchard Lake Rd., Suite 200  
Farmington Hills, MI 48334  
Attn: Latif Z. "Randy" Oram

**LESSOR**

KAMAX LP  
500 West Long Lake Road  
Troy, MI 48098-4599  
Attn: Accounting

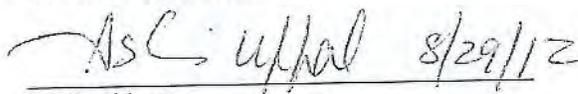
**COVENANTS, CONDITIONS AND AGREEMENTS** (18) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns. This Lease shall be construed under the Laws of the State of Michigan. If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

**WITNESSED BY:**

  
8/29/12

**Lessor: KAMAX LP**

  
Its: President

**WITNESSED BY:**



**Lessee: INTERNATIONAL OUTDOOR INC.**

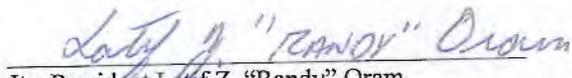
  
Its: President Latif Z. "Randy" Oram

EXHIBIT A

DESCRIPTON OF PREMISES

Owner: KAMAX LP

Parcel I.D. # 88-20-09-451-018

Legal Description:

T2N, R11E, SEC 9 BEAVER HILLS LOTS 84 TO 97 INCL, ALSO LOTS 110 TO 121 INCL EXC S 27 FT OF SD LOT 121 TAKEN FOR RD, ALSO S 382 FT OF W 114.60 FT OF SW 1/4 OF SE 1/4 EXC N 27 FT OF S 60 FT, ALSO ALL OF VAC DEINMORE ADJ TO LOTS 88 TO 94 INCL, ALSO ALL OF VAC FAUBUS AVE ADJ TO LOTS 91 & 115, ALSO S 1/2 OF VAC FAUBUS ADJ TO LOT 84 2-25-97 FR 013, 405-012 & 406-013



Initials L.F.O.