



AGENDA
Committee on Development and Planning
Monday, May 21, 2018 @ 4:00 p.m.
10th Floor Conference Room, City Hall

Councilmember Adam Hussain, Chair
Councilmember Patricia Spitzley, Vice Chair
Councilmember Jody Washington, Member

1. Call to Order

2. Public Comment on Agenda Items

3. Minutes

- May 7, 2018

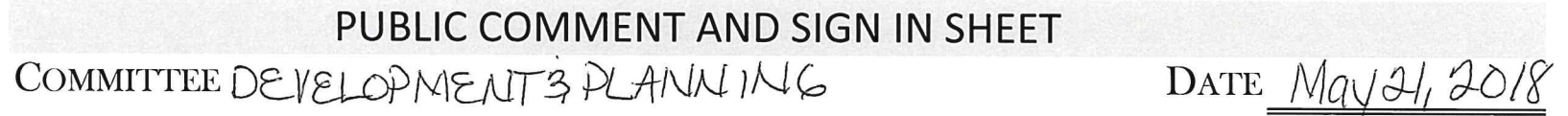
4. Discussion/Action:

- A.) RESOLUTION** – Appointment; John Shaski; 2nd Ward Member of Planning Board; Term to Expire June 30, 2022
- B.) RESOLUTION** – Appointment; James Tischler; City of Lansing Member on Local Development Finance Authority; Term to Expire June 30, 2020
- C.) ORDINANCE** - Z-1-2017; 4215 N Grand River; Rezone from “D-1” Professional Office to “F” Commercial District

5. Other

- Place on File: Land Lease for 2101 E. Mt. Hope; Verizon Cell Tower at Crego Park

6. Adjourn

[illegible]

DRAFT



MINUTES

Committee on Development and Planning
Monday, May 7, 2018 @ 3:30 p.m.
Council Conference Room, City Hall 10th Floor

CALL TO ORDER

Council Member Hussain called the meeting to order at 3:30 p.m.

PRESENT

Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair- excused
Council Member Washington, Member

OTHERS PRESENT

Sherrie Boak, Council Staff
Brian McGrain, Economic Development & Planning
Joseph Abood, Chief Deputy City Attorney
Jonathon Lukco
Elaine Barr
Christopher Iannuzzi
Kris Klein, LEAP
Kathy Miles
Brett Kaschinske, Parks & Recreation Director
Jeff Landgraf

PUBLIC COMMENT

No public comment at this time.

MINUTES

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM APRIL 16, 2018 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM APRIL 23, 2018 AS PRESENTED. MOTION CARRIED 2-0.

DISCUSSION/ACTION

RESOLUTION – Appointment: Jonathon T. Lukco: Member of Saginaw Street Corridor Improvement Authority; Term to Expire June 30, 2019

Mr. Lukco noted to the Committee he has been a resident since 2015 and that he has work experience with the Michigan Housing Authority and Section 8 housing, as well as the Michigan Economic Development Corporation and CDBG policy and structure. Council Member Washington inquired into his

vision as a member of the Authority. Mr. Lukco was encouraged to see more action, set up the plan with the TIFA finance, expressed a desire to see more incentives from the State, and wants to create a transient-oriented design and place making. Council Member Hussain asked Mr. McGrain how long the Authority has been established, what the plan was, and what has been done thus far. Mr. McGrain note the Authority was established in 2009, the same time as the Michigan Avenue Authority, and noted the tax capture was not approved. Mr. Klein stated the area of the Authority goes from Pennsylvania, west. He made the Committee aware that neither of the Authorities were active, even though both had created plans. The charge is to fill all the vacancies on both Authorities to move forward and take action on the plans.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF JONATHON LUKCO TO THE SAGINAW STREET CORRIDOR IMPROVEMENT AUTHORITY. MOTION CARRIED 2-0.

RESOLUTION – Appointment; Elaine Barr; Member on Michigan Avenue Corridor Improvement Authority; Term to Expire June 30, 2019

Ms. Barr made the Committee aware of her role in Lansing as the owner of Strange Matter Coffee on Michigan Avenue and the location on Washington Avenue, which was her vested interest in this board. Her education included a law degree from MSU and work with legal services for Central Michigan University. Council Member Hussain asked what percentage of the Authority membership has to be business owners. Mr. Klein replied that half have to have an interest such as a business owner or resident within the area, within a quarter to half mile from Michigan Avenue. The Authority consists of mostly business owners and residents, but organizations can also have a stake on the Authority.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF ELAINE BARR TO THE MICHIGAN AVENUE CORRIDOR IMPROVEMENT AUTHORITY. MOTION CARRIED 2-0.

RESOLUTION –Appointment; Christopher Iannuzzi; At-Large of the Board of Zoning Appeals; Term to Expire June 30, 2022

Mr. Iannuzzi informed the Committee that he was a resident living in downtown and in 2017 purchased a home. His work experience includes time as a clerk for Judge Felice, working on litigation for the Attorney General Office, and currently, Mr. Iannuzzi serves as a lobbyist for Consumers Energy. Council Member Hussain and Washington encourage Mr. Iannuzzi to vet each BZA request and to not be “steered”, and was encouraged by his qualifications.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF CHRISTOPHER IANNUZZI TO THE BOARD OF ZONING APPEALS.

Ms. Miles asked if Mr. Iannuzzi would recuse himself for a conflict of interest, and he confirmed he would have no problem identifying the conflict and recusing himself.

MOTION CARRIED 2-0.

RESOLUTION-IFT-01-18; Industrial Facilities Exemption Certificate for Tecomet, Inc.; 5858 Enterprise Drive

Mr. Klein confirmed there were no changes to the IFT since the hearings. Council Member Hussain recapped the investment at \$14,500,000; new property taxes brought in at \$20,000 on the 5 year certificate.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE IFT-01-18 FOR TECOMET, INC., 5858 ENTERPRISE DRIVE. MOTION CARRIED 2-0.

ORDINANCE – Z-8-2017; 3440 N East Street; Rezone from “F” Commercial to “G-2” Wholesale District
Council Member Hussain stated for the Committee and all public present that the application has gone through the process and this is the last step, which would be action by the Committee out to the full Council. He noted there has not been a lot of support in this Committee and his concerns were with the potential for spot zoning, conflict with the Master Plan, and noted for the applicant that this rezoning would go with the property, and any G-2 used could go there in the future. Council Member Hussain asked Mr. Abood if the Committee could do a motion to include a recommendation for denial, and Mr. Abood stated the Committee can make the recommendation and restate their individual views. Ms. Landgraf asked the Committee for their bullet points to recommend denial, so they could address them, and then asked the Committee directly if they were opposed to spot zoning, and the Committee answered yes. She then asked if the Committee thought it was in conflict with the Master Plan, and Council Member Hussain referenced the Committee and applicants to the zoning map in the packet, noting that the whole side of the road is currently “F” Commercial. Mr. Landgraf stated they would consider a conditional rezoning. Mr. Abood clarified to the Committee and the applicant that they have to request that and advised them to speak to their counsel for advice and speak to the Economic Development and Planning Department.

MOTION BY COUNCIL MEMBER WASHINGTON TO MOVE THE ORDINANCE TO COUNCIL WITH A RECOMMENDATION OF DENIAL FOR Z-8-2017 FOR 3440 N EAST STREET; REZONING FROM F COMMERCIAL TO G-2 WHOLESALE. MOTION CARRIED 2-0.

RESOLUTION – Set the Public Hearing; Land Lease for SLU-1-2016; 2101 E. Mt. Hope; Verizon Cell Tower at Crego Park

Mr. Kaschinske referred the Committee to the lease agreement, page 2 which noted the rental charge will be \$19,800, and the annual rent will increase by 1.5%. The term limit is five (5) years with the option to renew for five (5) years, four (4) times. If another carrier wishes to collocate on the tower they too will have to come to the Council. Mr. Abood assured them that all precautions and stipulations were taken in the review of the lease. Council Member Washington asked what would happen if the tower was no longer needed. Mr. Kaschinske assured the Committee that the lease states it has to be restored to the land as close to the condition it was before the tower was built. Council Member Washington asked what the time frame was for this agreement, and Mr. Abood acknowledged it was just over one (1) year.

After review of the proposed resolution, Council Member Hussain asked for a change be made to the fourth paragraph to reference the 1981 Resolution #0145 which spoke to the dedication and un-dedication of the land where the tower will be located. The

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION WITH THE CHANGES TO PARAGRAPH 4, DELETING “SLU-1-2016” AND CHANGE TO “RESOLUTION #0145 OF 1981” AND SET THE PUBLIC HEARING FOR JUNE 11, 2018 FOR THE LAND LEASE FOR 2101 E. MT. HOPE FOR THE VERIZON CELL TOWER. MOTION CARRIED 2-0.

Other

REPORT- Communication from Clinton County Development: Proposed Zoning Standard for Agricultural Homestead Lots

It was noted by Council Member Hussain that the County was proposing an amendment to their zoning ordinance to allow the construction of a single family residential home for an Agricultural Homestead Lots. He then inquired with Mr. McGrain as to why the City would have gotten the letter. Mr. McGrain stated that with a neighboring community they notify when the property abuts the boundaries, if there is an annexed property in their jurisdiction or a 425 property.

MOTION BY COUNCIL MEMBER WASHINGTON TO PLACE ON FILE. MOTION CARRIED 2-0.

Adjourn

Adjourned at 4:09 p.m.

Submitted by, Sherrie Boak,

Recording Secretary,

Lansing City Council

Approved by the Committee on _____

From: gruhndC flyfsxvfrp
Sent: Wkxwgd | #theuxdu | #1/534 ; #15-45#5P
To: Sox p hu#P dub|q
Subject: R qdgh#rup #/xep lwd#Dssdfdwlrq#ru#Dssrlwp hqw#r#Erdug#ru#Frp p lwlrq

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or committee. The Lansing City Charter requires that every appointee to a board, commission, or committee established by Charter or ordinance must meet the following qualifications and eligibility requirements:

- Be a registered elector in the City of Lansing (Charter Section 2-102).*
- Be a resident of Lansing for one year prior to taking office (Charter Section 2-102).*
- Not be in default to the City at the time of taking office (Charter Section 2-103.2).*
- Not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).*

(Section Break)

Date	1/31/2018
First Name	John
Middle	A
Last Name	Shaski
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
Address	2911 Stoneleigh Drive
City	Lansing
State	MI

Zip Code	48910
Email	jashaski@yahoo.com
Gender	Gender
Ward	2
Precinct	21
Best phone number to contact you	
Last 4 digits of social security number	
In what year did you move to Lansing?	2002
Additional information regarding experience and credentials	I have served as a mayoral appointee on the Capital Region International Airport Authority Board of Directors since 2014.
Occupational Background	I have been employed as the Government Relations Officer at Sparrow Health System since 2008. My focus is on local, state, and federal government affairs as well as neighborhood relations.
Educational Background	B.S. Management, Davenport University
Please attach a resume if available	17_Oct Resume.pdf
First choice for board to serve on	Planning Board
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you	I moved to mid-Michigan for college in 1999 and moved to Lansing a few years after that. I am a first time homeowner that chose to purchase a home in Lansing in 2013. I am proud to be apart of the community and it is my desire to remain a long-term Lansing resident. As a younger city resident, I want to be more involved in the growth and progress of our city to ensure

wish to contribute to the work of the board or commission

long-term sustainability in the future. I am a well-thought individual and I do my homework. I am a great listener and value the input from stakeholders prior to making a decision, and ultimately look at what will be best for the City and its residents.

Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

Field not completed.

Background Check Authorization

I agree

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge

John A. Shaski

Date & Time

2/1/2018 12:15 PM

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BY THE COMMITTEE ON DEVELOPMENT & PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of John A. Shaski of 2911 Stoneleigh Drive in Lansing, MI, 48910, as the 2nd Ward Member of the Planning Board for a term to expire June 30, 2022; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development & Planning met on May 7, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of John A. Shaski of 2911 Stoneleigh Drive in Lansing, MI, 48910, as the 2nd Ward Member of the Planning Board for a term to expire June 30, 2022.

From: grhnsdC flyfsoxvfrp
Sent: Vxqgd | /Mqxd | #5 ; /#534 ; /#4-39#DP
To: Sox p hu#P dub | q
Subject: R qdgh#rup #/xep lwd#Dssdfdwrg#ru#Dssrlwp hqw#r#Erdug#ru#Frp p lwrg

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or committee. The Lansing City Charter requires that every appointee to a board, commission, or committee established by Charter or ordinance must meet the following qualifications and eligibility requirements:

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- Not be in default to the City at the time of taking office (Charter Section 2-103.2).*
- Not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).*

(Section Break)

Date	1/28/2018
First Name	James
Middle	Field not completed.
Last Name	Tischler
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
	Square
City	Field not completed.
State	Field not completed.

Zip Code	<i>Field not completed.</i>
Email	jetischler@gmail.com
Gender	Gender
Ward	4
Precinct	<i>Field not completed.</i>
Best phone number to contact you	██████████
Last 4 digits of social security number	████
In what year did you move to Lansing?	2011
Additional information regarding experience and credentials	<i>Field not completed.</i>
Occupational Background	<i>Field not completed.</i>
Educational Background	<i>Field not completed.</i>
Please attach a resume if available	Resume-Current.pdf
First choice for board to serve on	Planning Board
Second choice of a board to serve on	Local Development Finance Authority
Third choice of a board to serve on	Increment Finance Authority/Borwnfield
Fourth choice of a board to serve on	Next Michigan Development Corporation
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I am interested to serve my community!

Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

No

Background Check Authorization

I agree

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge

James Tischler

Date & Time

1/28/2018 11:00 AM

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BY THE COMMITTEE ON DEVELOPMENT & PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of James Tischler of 329C S. Washington Square, Lansing, MI 48910 as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30,2020; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development & Planning met on May 21, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of James Tischler of 329C S> Washington Square, Lansing, MI 48910 as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30,2020.

GENERAL INFORMATION

APPLICANT: Emerge Holding Company
P.O. Box 4901
East Lansing, MI 48826

OWNER: Oliver Building, LLC
6414 Delta River Drive
Lansing, MI 48906

REQUESTED ACTIONS: Rezone 4215 N. Grand River Avenue from "D-1"
Professional Office to "F" Commercial District

EXISTING LAND USE: Vacant Building

EXISTING ZONING: "D-1" Professional Office District

PROPOSED ZONING: "F" Commercial District

PROPERTY SIZE: 60' x 150' = 9,000 square feet - .2 acres

SURROUNDING LAND USE: N: Office/Industrial
S: Single Family Residential
E: Retail Convenience Store
W: Multiple Family Residential

SURROUNDING ZONING: N: "H" Light Industrial District
S: "A" Residential District
E: "F" Commercial & "J" Parking Districts
W: "D-1" Professional District

MASTER PLAN: The Design Lansing Comprehensive Plan designates the
subject property for "Suburban commercial" land use. N.
Grand River is designated as a principal arterial.

DESCRIPTION:

Z-1-2017. This is a request by Emerge Holding Company to rezone the property at 4215 N. Grand River Avenue from "D-1" Professional Office District to "F" Commercial District. The purpose of the rezoning is to permit commercial use of the subject property.

The subject property is currently being used for a medical marijuana dispensary. Since the property is zoned "D-1" Professional Office, the dispensary is in violation of the newly adopted ordinance regulating such uses. The applicant has applied for a license to operate a dispensary on the subject property and will be eligible for consideration if the rezoning is approved.

AGENCY RESPONSES**BWL:**

Building Safety: The Building Safety Office has no objections. Permit(s) may be required for alterations and/or change of use.

Development Office: Development has no comment.

Fire Marshal:

Parks & Recreation: No comments.

Public Service: Any changes in use that has a significant increase in water and sewer use should notify public service to ensure there is sewer capacity available. Any redevelopment of the site with significant site changes will require a site plan review.

Traffic Engineer: The Transportation and Non-Motorized Section has no comments regarding the rezoning. The Applicant should be aware that any changes proposed to the driveway will require MDOT approval

COMPATIBILITY WITH SURROUNDING LAND USE:

The subject property contains a 1,800 square foot commercial building and is located in an area that is characterized by commercial, quasi-industrial, office and multiple family residential land uses. The adjacent property to the east is already zoned "F" Commercial and therefore, the proposed rezoning will not result in a "spot zone". Furthermore, while the subject property adjoins a residential neighborhood to the south, given the layout of the site, all of the activity will be confined to the area north of the building. Thus, the residences to the south will be shielded by the building from any negative impacts (noise, light glare, etc.) that could be generated by a commercial use.

Most of the properties on the south side of N. Grand River between Andrea and Grandell Avenue are currently zoned "D-1" Professional Office. N. Grand River, however, is classified as a "principal arterial" and is one of only seven in the entire City. From a planning perspective, commercial uses should primarily be concentrated along principal arterials as they are designed to carry the highest volumes of traffic. Office uses, by contrast, which typically do not generate nearly as much traffic as commercial uses, should primarily be concentrated along minor arterials. The proposed rezoning from "D-1" Professional Office to "F" Commercial is therefore, consistent with proper land use planning principles.

COMPLIANCE WITH MASTER PLAN:

The Design Lansing Comprehensive Plan designates the subject property for "Suburban Commercial" land use. The Plan specifies the following for this land use classification:

“To allow for general retail and commercial use, including large footprint and automobile-oriented uses, in a suburban development format that also encourages a mix of uses and accommodates pedestrians, cyclists and transit users.”

The Design Lansing Comprehensive Plan establishes the following placemaking characteristics for the “Suburban Commercial” land use category:

“Buildings located close to the street (with parking located to the side and rear) should be encouraged at major intersections; otherwise, parking should be permitted between buildings and the street. Buildings should be oriented toward the street with a clearly-defined primary entry. Landscaped setbacks should be required to screen parking from the street. Interior parking lot landscaping should be required to provide pedestrian access routes, define vehicular circulation patterns and provide for tree planting and stormwater management. Shared driveways and connections between parking lots on adjacent parcels should be encouraged to limit driveway curb cuts. Sidewalks should be required.”

The “F” Commercial district is the most appropriate zoning designation to facilitate the “Suburban Commercial” land use development strategy being advanced in Design Lansing Master. It allows for restaurants, retail stores, gasoline stations, car washes and other general commercial uses as well as automobile-oriented site design regulations. In addition, the current layout of the site is consistent with the placemaking characteristics described above.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no impact on vehicular or pedestrian traffic. The only access to the site is via N. Grand River Avenue which is a principal arterial designed to carry a high volume of traffic.

IMPACT ON PUBLIC FACILITIES:

The site is already served by all necessary public facilities. No changes are proposed for the site that would have an impact on public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no environmental impacts as the site is already developed and no changes are proposed at this time. New construction would require administrative site plan review at which time the site would have to be brought into compliance with all City codes and ordinance including those regulating storm water management.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

As depicted on the attached zoning map, the site directly east of the subject property is currently zoned “F” Commercial and therefore, the request will not result in a “spot zone”. There is also “F” Commercial zoning to the northwest. The property directly north of the subject property is zoned

“H” Light Industrial which district permit all commercial land uses. Given the surrounding zoning pattern, if the rezoning were to be denied, it would deprive the property owner of land use rights that are already afforded to many other property owners in the vicinity of the subject property.

SUMMARY

Z-1-2017. This is a request by Emerge Holding Company to rezone the property at 4215 N. Grand River Avenue from “D-1” Professional Office District to “F” Commercial District. The purpose of the rezoning is to permit commercial use of the subject property.

The findings of fact as outlined in this staff report support a positive recommendation for the requested rezoning. The proposed rezoning will be consistent with the existing zoning and land use patterns in the area and with the future land use pattern being advanced in the Design Lansing Comprehensive Plan. Additionally, the proposed rezoning will have no negative impacts on traffic patterns, the environment or future patterns of development in the area.

RECOMMENDATIONS

Pursuant to the findings described above, the following recommendation is offered for the Planning Board’s consideration:

Z-1-2017 be approved to rezone the property at 4215 N. Grand River Avenue from “D-1” Professional Office District to “F” Commercial District.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

ADDENDUM TO PETITION FOR RE-ZONING BY APPLICANT FIRST CLASS, INC.

December 15, 2017

If so, please describe and/or explain the specific land use proposed for this property:

Applicant will apply for licenses under MCL §§ 333.27101 et seq., and is currently applying for licenses under the Lansing Code of Ordinances §§ 1300.01 et seq. Applicant intends to operate a medical marijuana provisioning center in full compliance with all state and local laws and ordinances. See *also* attached Certificate of Occupancy (for Subject Property).

Explain what changes or changing conditions make the passage of this rezoning necessary:

Lansing Code of Ordinances § 1268.02(l) provides that in an F or F-1 Commercial District, the following principal use is permitted, "[a] medical marihuana establishment, as specified in Chapter 1300." (Ord. No. 735, 11-24-86; Ord. No. 1168, § 1, 6-27-11).

As explained, Applicant intends to apply for licenses and thereafter operate a lawful medical marijuana establishment; however, the property must be re-zoned from D-1 to F or F-1 to be compliant with the Lansing Code of Ordinances, thus necessitating this proposal.

Comment on other circumstances which justify the amendment:

The instant zoning amendment is justified because it is consistent with adjacent land uses and the Design Lansing Comprehensive Plan. Adjacent to the Subject Property is a small grocery and convenience store, zoned F (parcel 252-221-4209).

In addition, the proposed amendment is compliant with key aspects of the Design Lansing Comprehensive Plan. For example, the "Future Land Use" Map designates the Subject Property as "Suburban Commercial", as does the "Economic Concepts for Change" Map. The Comprehensive Plan describes Suburban Commercial uses as including retail and automobile uses, primarily. See Comp. Plan., pg. 60 ("In addition to retail and automobile-oriented uses, higher-density residential, office, research and light industrial should be encouraged on suburban commercial corridors, especially those that serve as major transit corridors (see Chapter 6. Transportation.>"). Thus, the proposal to re-zone the Subject Property to a Commercial District is consistent with the economic development and land uses contemplated by Comprehensive Plan.

As a final matter, Applicant observes that one of the many goals of the Comprehensive Plan is to enhance green space and soften the visual impact of large paved areas. Although Applicant's parking lot is already behind the building, to the extent Applicant can further the City's goal with the City's preferred design modifications, the Applicant will do so.



N Grand River Ave

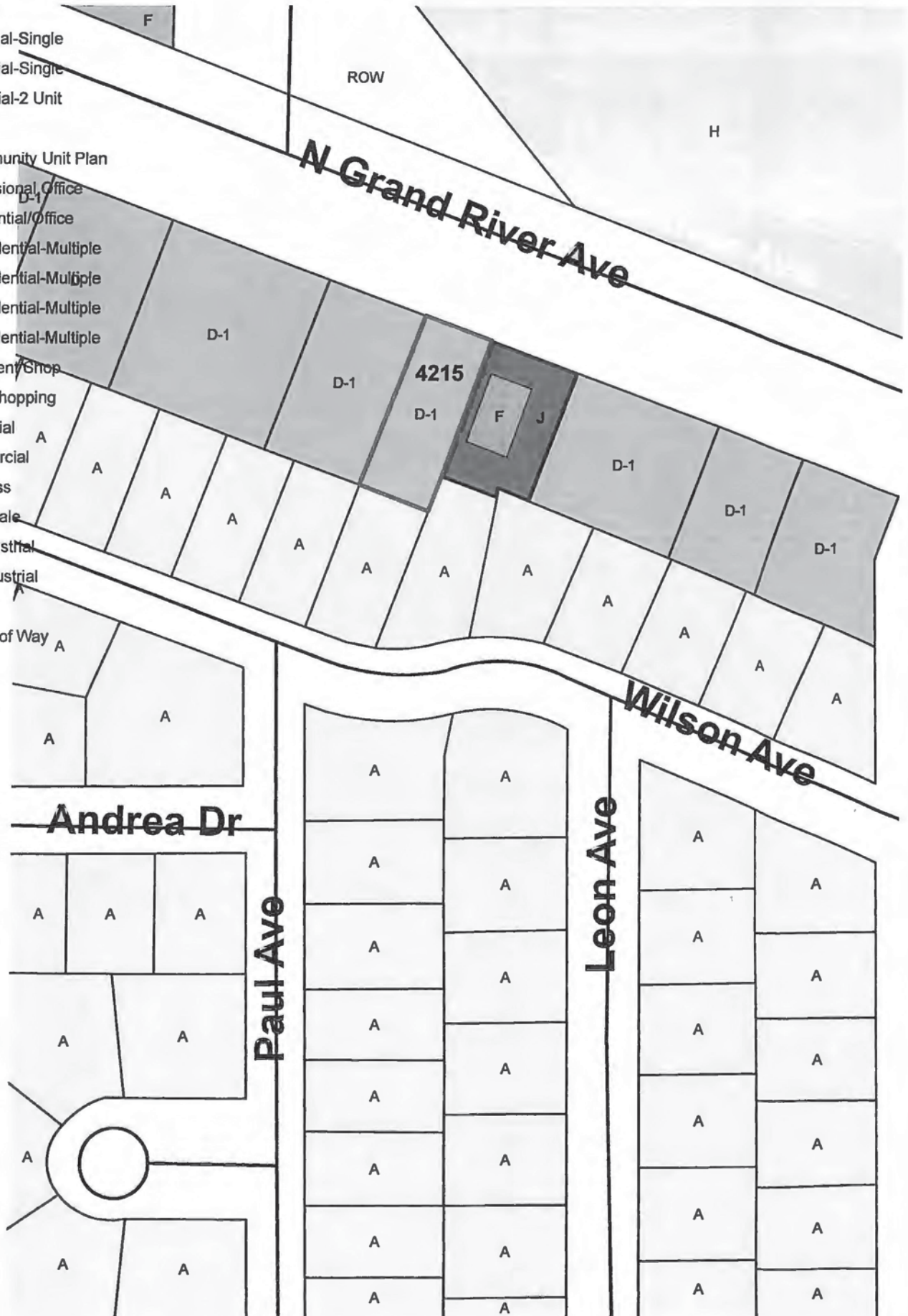
4215



Legend

- roads_final
- Tax Parcels
- A Residential-Single
- B Residential-Single
- C Residential-2 Unit
- NONE
- ▨ CUP Community Unit Plan
- ▨ D-1 Professional Office
- ▨ D-2 Residential/Office
- DM-1 Residential-Multiple
- DM-2 Residential-Multiple
- DM-3 Residential-Multiple
- DM-4 Residential-Multiple
- E-1 Apartment/Shop
- E-2 Local Shopping
- F Commercial
- F-1 Commercial
- G-1 Business
- G-2 Wholesale
- H Light Industrial
- I Heavy Industrial
- J Parking
- ROW Right of Way

Zoning



ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-1-2017

Parcel Number's: 33-01-01-06-252-231

Legal Descriptions: Lot 99, Northwestern Subdivision No 3, City of Lansing, Ingham County, MI, from "D-1" Professional Office to "F" Commercial District.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2018, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "**Agreement**") is made as of _____, 2018, between **THE CITY OF LANSING**, a Michigan municipal corporation, with its principal offices located at 124 W. Michigan Avenue, Lansing, Michigan 48933, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR the Premises (as hereinafter defined) and LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("**Use**") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 1600 Fidelity Road, in the City of Lansing, Ingham County, Michigan, also shown as Tax ID Nos. 33-01-01-23-401-001 and 33-01-01-23-351-002 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "**Premises**" are a portion of the Property, are approximately 1,500 square feet, and are shown on Exhibit "B", attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "**Commencement Date**" shall be the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment, or (ii) January 1, 2019.

(b) If, prior to the earlier of the Commencement Date or any investment by LESSEE in site preparation, grading or improvements, or tower structure or components, antennas, cabling or equipment, or any capital costs or expenses, LESSOR receives a bona fide offer to lease the Premises from a party (if meeting the following criteria, a "**Qualified Offeror**"), who: (i) is a nationally-recognized and qualified tower operator, (ii) commits to install a tower prior to LESSEE's installation of its tower, and (iii) would permit LESSEE to collocate on the Qualified Offeror's tower at competitive market rental rates and market costs, then LESSOR shall notify LESSEE in writing with sufficient materials establishing all of the foregoing ("**Offer Notice**"). LESSEE shall have the option, to be exercised within thirty (30) days after LESSEE's receipt of the Offer Notice, to either (1) terminate this Agreement, or (2) agree to have the "Commencement Date" under this Agreement be deemed the date on which the Qualified Offeror committed to commence installation of its tower on the Premises. If LESSEE does not send notice of its election within such 30-day period, LESSEE shall be deemed to have elected option (2).

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the ***"Term"***.

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$19,800.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 124 W. Michigan Avenue, Lansing, Michigan 48933, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. The annual rental shall be increased by one and one-half percent (1.5%) of the annual rental for the immediately preceding year, the increase being effective on the anniversary of the Commencement Date, beginning with the first anniversary and continuing on each anniversary of the Commencement Date thereafter. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. **ACCESS; SERVICES.** LESSOR hereby grants to LESSEE and LESSEE shall have the non-exclusive right and easement of ingress and egress from a public right-of-way, 7 days a week, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along 30-foot and 10-foot wide easements and rights-of-way (***"Easement"***), which are described in Exhibit "A" and shall be depicted on Exhibit "B". LESSEE acknowledges that the Property, as a municipal park, is closed during night hours and therefore agrees that the Premises will be accessible only during hours that the Property as a park is open, except in emergencies where LESSOR will make available by emergency number (517-xxx-xxxxx) a person who can give LESSEE access 24 hours a day to the Premises. LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right and easement to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. **IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit; provided, however, during any time that the Property is a municipal park, LESSEE shall obtain LESSOR's consent to material modification in the height or the tower or fencing or any change in the dimensions or size of the Premises; and provided further that the foregoing shall imply no consent right as to any change in antennas, cabling or accessories thereto or therefor.

8. **GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "***Government Approvals***") that may be required by any Federal, State or Local authorities (collectively, the "***Government Entities***") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (a) any applications for such Government Approvals should be finally rejected; (b) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) LESSEE determines any structural analysis is unsatisfactory; (e) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notwithstanding the foregoing, if this Agreement is terminated pursuant to subsections (e) or (f) above effective prior to the end of the fourth (4th) anniversary of the Commencement Date, LESSEE shall pay to LESSOR a sum equal to one (1) year's rent at the rate applicable at the time of the termination notice

10. **INDEMNIFICATION.** Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. The foregoing notwithstanding, so long as LESSOR is the City of Lansing, LESSOR shall not be required to indemnify LESSEE as provided above.

11. **INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. The foregoing notwithstanding, so long as LESSOR is the City of Lansing, LESSOR shall not be required to maintain the insurance provided above; provided, however, if the City of Lansing elects itself to maintain insurance during the Term, LESSEE shall be named as an additional insured thereon.

12. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This Section shall be applicable only during periods, if any, in which the LESSOR is not the City of Lansing.

13. **INTERFERENCE.**

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of LESSEE. So long as LESSOR is the City of Lansing: (i) LESSOR's obligation as to other occupants of the Property shall be to include in any lease, easement, or use or occupancy agreement and subsequently enforce the preceding sentence, and (ii) LESSOR shall not be liable in damages for any violation of the preceding sentence by other occupants of the Property.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR (at _____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. **REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings to be removed to a depth of 3 feet below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal

property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. **HOLDOVER.** If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. **RIGHT OF FIRST REFUSAL.** Intentionally omitted

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** (a) Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

(b) LESSEE may sublet the Premises in LESSEE's sole discretion. The foregoing notwithstanding, LESSEE agrees to cause any subtenant of any tower constructed by LESSEE on the Land Space to lease directly from LESSOR the ground space for its cabinet, shelter or ground equipment; provided, however, that: (i) LESSEE may sublease or grant easements over the Premises to such subtenant to connect by cable, wiring, ice bridges and other conduit its antennas and equipment on such tower to the ground space leased by the subtenant from

LESSOR, and (ii) LESSEE may sublet portions of the Premises to a governmental entity or agency. LESSOR acknowledges and agrees that the foregoing implies no obligation on the part of LESSEE to sublease space on such tower to subtenants or to sublease at any particular rental rates.

(c) During the Term until this Agreement expires or terminates or such earlier time as LESSOR, in its sole discretion, elects to remove its communications tower on the Premises (the "**Tower**"), the City of Lansing (the "**City**") shall have the option to install, rent-free, on the Tower antennas at a centerline height of one hundred (100) feet or lower (the "**City Tower Space**"), solely for the purpose of communication systems for police, fire and other emergency services or communication for the water and sewer systems operated by the City of Lansing; provided that such City Tower Space shall never be used for telecommunications, internet or other wireless purposes to any person or entity other than City employees; provided further that any ground space desired by the City of Lansing for equipment shall be located outside the Premises. Such option shall be deemed validly exercised if and only if: (i) at least one hundred eighty (180) days prior to the proposed date of installation, LESSEE receives (A) written notice of exercise and the City's requested height on the Tower, and (B) detailed plans and specifications for the antennas, cabling, cabinet and other equipment and the installation thereof proposed for the City Tower Space (together called the "**City Equipment and Work**"), (ii) LESSEE reasonably approves that the City Equipment and Work is compatible with and will not affect the structural integrity of the Tower; and (iii) the proposed City Tower Space and City Equipment and Work will not create any interference with the operations of LESSEE or any other party with the right to equipment on the Tower. The option and the right to use the City Tower Space shall not be assigned, sublet, licensed or in any manner transferred to any other person, company or entity.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Lansing
124 W. Michigan Avenue
Lansing, Michigan 48933
Attention: _____

LESSEE: NEW PAR, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms

described below (the ***“Non-Disturbance Agreement”***), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the agreement of the encumbering party (***“Lender”***) that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a ***“Purchaser”***) acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **DEFAULT.** It is a ***“Default”*** if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (***“EH&S Laws”***). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters

any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. **TAXES.**

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax), if any, imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges, if any, that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document; provided, however, that, so long as LESSOR is the City of Lansing and is either the taxing authority or the recipient of any such taxes, LESSOR shall have no obligation to cooperate with any appeal or challenge. In the event that as a result of any appeal or challenge by LESSEE, there

is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. **NON-DISCLOSURE.** Intentionally omitted

30. **MOST FAVORED LESSEE.** LESSOR represents and warrants that the rent payable by LESSEE by LESSOR hereunder is not now greater than the rent for substantially the same or similar tenancies or licenses granted by LESSOR to other parties providing telecommunications services or constructing or operating towers. If, at any time during the Term, LESSOR shall offer more favorable rent for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable rent. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. **MISCELLANEOUS.** This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

THE CITY OF LANSING, a Michigan municipal corporation

By: _____

Its: _____

Date: _____, 2018

LESSEE:

NEW PAR d/b/a Verizon Wireless

By: _____

Its: _____

Date: _____, 2018

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Legal Description of Overall Parcel

Land situated in the City of Lansing, County of Ingham, State of Michigan, described as follows:

Parcel 1:

The South 533 feet of the East 500 feet of the West 67.57 acres, lying South of Cedar River, West of the East 70 acres in the Southwest 1/4 of Section 23, Town 4 North, Range 2 West, more specifically described as beginning at a point on the South line of Section 23, South 89°55' East 947.2 feet from the Southwest corner of said Section 23, Town 4 North, Range 2 West, Lansing Township, Ingham County, Michigan, thence due North 533 feet, thence South 89°55' East 500 feet, thence due South 533 feet to the South line of Section 23, thence North 89°55' West 500 feet to the place of beginning.

Parcel 2:

That part of the Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South Section Line at a point South 89°55' East 75.0 feet from the Southwest corner of said Section 23, thence along the East right of way line of Aurelius Road the following three courses; North 0°03'36" West 598.91 feet parallel with the West Section line to a point of curvature, thence Northeasterly 584.29 feet along the arc of a 2789.79 foot radius curve to the right whose chord bears North 5°56'30" East 583.22 feet to a point of tangency, thence North 11°56'30" East 426.28 feet to a point on the South bank of the Red Cedar River, said point being 47 feet from the water's edge, thence meandering said South bank the following six courses; North 71°57'30" East 164.99 feet, thence North 61°30'30" East 235.94 feet, thence North 51°48' East 376.07 feet, thence North 48°13'50" East 468.98 feet, thence North 37°46'40" East 185.31 feet, thence North 8°49' East 196.68 feet to the South line of the Grand Trunk Western Railroad right of way, said line being 50 feet South of the centerline of the West bound main, thence along said right of way line North 89°43'37" East 104.07 feet, thence along the West line of Supervisor's Plat of Fidelity Farms, as recorded in Liber 15 of Plats on Page 7, Ingham County Records, and it's Northerly projection South 2115.05 feet, thence North 89°55' West 500.0 feet parallel with the South Section line, thence parallel with the West line of said Plat South 533.0 feet to the South Section line, thence North 89°55' West 905.25 feet to the point of beginning; also that land lying between the above described meander line and the centerline of the Red Cedar River, South of the Grand Trunk Western Railroad right of way and East of the East right of way of Aurelius Road.

Parcel 3:

All that part of the West half (1/2) of Section Twenty-Three (23) of Township 4 North, Range 2 West, Ingham County, Michigan lying South of the Grand Trunk Railway right of way, and North and West of the Cedar River.

Parcel 4:

The following described premises situated in the City of Lansing County of Ingham and State of Michigan, to wit: Lots 29, 39, North 330 feet Lot 34 and North 726 feet of Private Road "A", Supervisor's Plat of Fidelity Farms, located on parts of the Southwest 1/4 of Southeast 1/4 and Southeast 1/4 of Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, according to the recorded plat of thereof.

Parcel 5:

The North 330 feet of Lot 36, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 6:

The North 330 feet of Lot 37, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 7:

The South 1551 feet of the North 1584 feet of the East 70 acres of the Southwest 1/4, Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Parcel 8:

The North 180.0 feet of Lot No. 33 of Supervisor's Plat of Fidelity Farms according to the recorded plat thereof.

Legal Descriptions of Premises and Easement

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence N 00°00'32" E, 140.00 feet; thence N 27°51'35" W, 80.00 feet; thence N 48°45'17" W, 107.47 feet; thence N 59°51'35" W, 485.00 feet; thence N 56°02'24" W, 200.00 feet; thence N 38°07'43" W, 125.00 feet; thence S 51°52'17" W, 15.00 feet to the POINT OF BEGINNING:

thence S 38°07'43" E, 50.00 feet;
thence S 51°52'17" W, 30.00 feet;
thence N 38°07'43" W, 50.00 feet;
thence N 51°52'17" E, 30.00 feet to the POINT OF BEGINNING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; containing 1,500 square feet of land, more or less;

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as:

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records to the POINT OF BEGINNING:

thence N 00°00'32" E, 140.00 feet;
thence N 27°51'35" W, 80.00 feet;
thence N 48°45'17" W, 107.47 feet;
thence N 59°51'35" W, 485.00 feet;
thence N 56°02'24" W, 200.00 feet;
thence N 38°07'43" W, 125.00 feet to the POINT OF ENDING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes;

Together with a 10 foot wide easement for public utilities, the centerline of said easement is described as:

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence S 89°59'28" W, 20.00 feet to the POINT OF BEGINNING:

thence N 00°00'32" E, 125.00 feet;
thence N 26°22'12" W, 86.65 feet;
thence N 48°45'17" W, 95.00 feet;
thence N 59°51'35" W, 483.72 feet;
thence N 56°02'24" W, 203.82 feet;
thence N 38°07'43" W, 78.15 feet to the POINT OF ENDING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes.

SITE NAME:	Mt. Hope & M-99
SITE NUMBER:	MI-0474
ATTY/DATE	12-21-17

EXHIBIT "B"
SITE PLAN OF THE PREMISES

Please see attached.