AGENDA
Committee on Development and Planning
Monday, June 18, 2018 @ 4:00 p.m.
Council Conference Room, 10th Floor

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
- June 4, 2018

4. Discussion/Action:

A.) RESOLUTION – Set Public Hearing; ACT-3-2018 Sale of LBWL Substation; 1609 N Larch

B.) RESOLUTION -Land Lease for SLU-1-2016; 2101 E. Mt. Hope; Verizon Cell Tower at Crego Park

C.) RESOLUTION – Amend Project Completion Date; OPRA Certificate 310 N Seymour Avenue

D.) DISCUSSION – Future of Life O'Riley property

5. Other-

6. Adjourn

PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE DEVELOPMENT & PLANNING

DATE June 18, 2018

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
Mark Clouse	300 S. Washington 48933	4C	clouse@eydc.com	
Matt Wisniewski	300 Lake Lansing 48823	Larch St BWL Sale	Matt@RegMichigan.com	321 2800 x118
Jason Wilkes	3218 Continental Dr. 48911	Averill Woods/ Rejuvenating S.C	jason.wilkes724@gmail.com	517-819-6111
Eric A Schertzing	315 S. Jefferson Mason 48854	Tax Foreclosure	eschertzing@ingham.org	
Mark Matus	BWL	Larch Sale	mark.matus@lbwl.com	517 702 6153
BILL RIESKE		LARCH SALE	Bill.Rieske@lansingmi.gov	4091
DAVE VAN HAAREN	TRITERRA 1375 S. WASHINGTON	OLIVER TOWER	DAVE.VANHAAREN@TRITERRA.US	517-927-9227
Karen Conroy	315 S. Jefferson Mason MI 48854	Tax Foreclosure	KConroy@ingham.org	—
Brian McGrain	City of Lansing	Life of Riley	on file	on file

DRAFT

MINUTES
Committee on Development and Planning
Monday, June 4, 2018 @ 4:00 p.m.
Council Conference Room, City Hall 10th Floor

CALL TO ORDER

Council Member Hussain called the meeting to order at 4:04 p.m.

PRESENT

Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair- arrived at 4:08 p.m.
Council Member Washington, Member

OTHERS PRESENT

Sherrie Boak, Council Staff
Don Kulhanek, Economic Development & Planning
Susan Stachowiak, Economic Development & Planning
Elaine Womboldt
Joseph Abood, Chief Deputy City Attorney – arrived at 4:38 p.m.
Mikki Droste, Capital Area Housing
Emma Henry, Capital Area Housing
James Tischler

PUBLIC COMMENT

No public comment at this time.

MINUTES

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM MAY 21, 2018 AS PRESENTED. MOTION CARRIED 2-0.

DISCUSSION/ACTION

RESOLUTION – ACT-2-2018-A Sale of Lot 325 in Glenburne No. 5; Tax ID 23-50-40-36-407-051

Mr. Kulhanek confirmed that the following four (4) resolutions for Lots 325,324,322 and 317 in Glenburne No 5 are City owned properties they are selling to Capital Area Housing Partnership for $1. They will redevelop them into four (4) single family homes and the City will be providing investment funds from the HOME dollars.

Ms. Henry distributed information on the organization which included a map of the Glenburne area and median income, a photo of a recent home they built on Shepard at 1200 square feet, and details on the energy requirements they meet along with handicap accessible. Once the homes are built they will be appraised and sold for the appraised value for the neighborhood.

The Committee detailed their concerns to Capital Area Housing on the placement of low income housing, encouraging them to work towards placement in moderate income neighborhoods. They continued their discussion with suggestions on maintenance of the properties, education classes for the home buyer and determination of the values of the homes.

Ms. Miles asked if the homes would be owner occupied, and if they would be educated on the City ordinances. Ms. Henry confirmed they would be owner occupied and Ms. Droste confirmed they are provided information on City ordinance and how to find out information on the community they will be living in. The applicants are encouraged to make contact with their neighborhoods and Capital Area Housing has worked with neighborhoods in the past to individually connect people.

Ms. Womboldt asked if the Capital Area Housing could look at other areas in the City for their homes to be built, and then inquired into what a person would pay for a down payment. Ms. Henry stated the percentage is based on a debt to income ratio they have to qualify for. They are able to use State and Lansing assistance for their down payment.

Council Member Washington asked if the new owners could sell, and was assured if they chose to sell and received any funding when they purchased they would have to pay it back.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR ACT-2-2018-A FOR THE SALE OF LOT 325 IN GLENBURNE NO. 5. MOTION CARRIED 3-0

<u>RESOLUTION – ACT-2-2018-B Sale of Lot 324 in Glenburne No. 5; Tax ID 23-50-40-36-407-041</u>
MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR ACT-2-2018-B FOR THE SALE OF LOT 324 IN GLENBURNE NO. 5. MOTION CARRIED 3-0.

<u>RESOLUTION – ACT-2-2018-C Sale of Lot 322 in Glenburne No 5; Tax ID 23-50-40-36-407-121</u>
MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR ACT-2-2018-C FOR THE SALE OF LOT 322 IN GLENBURNE NO. 5. MOTION CARRIED 3-0

<u>RESOLUTION – ACT-2-2018-D Sale of Lot 317 in Glenburne No. 5; Tax ID 23-50-4036-407-071</u>
MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR ACT-2-2018-D FOR THE SALE OF LOT 317 IN GLENBURNE NO. 5. MOTION CARRIED 3-0

<u>RESOLUTION – Appointment; James Tischler; City of Lansing Member on Local Development Finance Authority; Term to Expire June 30, 2020</u>
Mr. Tischler went through his work experience with the State of Michigan and place making initiatives, and current role as the Development Director of the Michigan Land Bank.
MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF JAMES TISCHLER TO THE LOCAL DEVELOPMENT FINANCE AUTHORITY. MOTION CARRIED 3-0.

Mr. Tischler offered to come before the Committee in the future in his role with housing to speak to them more about the earlier discussion on housing with Capital Area Housing.

Mr. Tischler' s first choice on his application was the Planning Board and the Committee stated they would continue to watch for vacancies and recommend his appointment to that Board.

RESOLUTION – Set Public Hearing; ACT-3-2018 Sale of LBWL Substation; 1609 N Larch
Ms. Stachowiak apologized stating she was not fully prepared for this application in the absence of Mr. Rieske, but she was aware that BWL had an interested party in the property. The staff report notes an unknown use for the property, but after discussion by the Committee members it appeared there were conceptions outside of the meeting there was the potential for office space or an extension of surface parking.

Council Member Hussain moved the item to the next meeting, June 18, 2018, and Council staff was directed to contact BWL representatives to attend to answer questions./

RESOLUTION – Introduction & Setting of Public Hearing; Z-3-2018; 1030 and Portion of 1048 Pierpont Street; Rezone from DM-4 Residential to G-2 Wholesale
Ms. Stachowiak went through the staff report highlight the applicant is a U-Haul business, and the current zoning in the surrounding area is already G-2 Wholesale. Currently on the property is an office and vacant hotel, which neither is permitted under the current zoning, so the assumption is there is an error in the zoning map, so this rezoning would also address the error.

The Committee and staff spoke briefly on the number of storage units and U-Haul locations in the area.

Ms. Stachowiak briefly noted that with a Form Based Code the City can determine how many uses and specific areas for those uses, and better regulate similar uses in multiple locations.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JULY 9TH FOR Z-3-2018. MOTION CARRIED 3-0.

Other
Council Member Washington asked Council Member Hussain to have a Form Based Code presentation at a future meeting. Council Member Hussain stated he would also be inviting Economic Development and the County Treasurer to a future meeting to talk about Life O'Riley property.

Adjourn
Adjourned at 5:05 p.m.
Submitted by, Sherrie Boak,
Recording Secretary,
Lansing City Council
Approved by the Committee on_________________

Act-3-2018, Sale of Larch St. Substation, 1609 N. Larch
April 24, 2018

STAFF REPORT

Act-3-2018 is the reconsideration of Act-16-07 (staff report attached), an LBWL proposal for the sale of Larch St. Substation, 1609 N. Larch. This proposal was approved by the LBWL Board of Commissioners Resolution 2007-9-14, and was recommended for Council approval by the Planning Board, but no sale took place.

The property remains vacant. During the interim, a Phase 1 Environmental Site Assessment and a market analysis (attached) were conducted. The market study concluded that the building is functionally obsolete, and may be removed for parking. MDOT granted an easement for access to and servicing and maintenance of the property, which "will terminate when power sub-station is no longer located on the premises" east of the easement.

The Board recently received a purchase offer from Drew LLC, 2547 W Main, Lansing MI 48917, and proposes to move forward on the sale of the property.

Because:

- the LBWL and Planning Boards have long considered the property to be surplus,
- the property has been vacant for more than ten years, and
- there is an offer on the table,

The staff still recommends approval of the proposed sale.

GENERAL INFORMATION

APPLICANT:	Lansing Board of Water and Light (BWL) 1232 Haco Drive Lansing, MI 48901
STATUS OF APPLICANT:	Owner
EXISTING LAND USE:	BWL Property - Substation
EXISTING ZONING:	"I" Heavy Industrial District
PROPOSED ZONING:	No change

PROPERTY SIZE & SHAPE: Triangular - The area of this BWL parcel is 10,500 sq. ft.±.

SURROUNDING LAND USE:

N:	Industrial – Demmer properties
S:	Industrial – Demmer properties
E:	ROW
W:	ROW

SURROUNDING ZONING:

N:	"F" Commercial/"H" Light Industrial District
S:	"I" Heavy Industrial District
E:	"I" Heavy Industrial District
W:	"I" Heavy Industrial District

MASTER PLAN DESIGNATION: The NorthEast Area Comprehensive Plan designates this area for Industrial/Warehouse use.

DEVELOPER'S PROPOSAL: This is a request by the Lansing Board of Water and Light (BWL), 1232 Haco Drive, to sell surplus property located west of the1600 Block of N. Larch Street. The BWL has determined that this specific property is no longer needed for their operations.

AGENCY RESPONSES

Assessors: No response received yet.

BWL:

Electric
Approved. No comments. Contact Person: Bruce Archer
517-702-6081

Water
Approved. No comments. Contact Person: Michael Schorsch
517-702-6369

Building Safety: No objections.

City Attorney:	No response received yet.
Code Compliance:	No comments.
Comcast:	Clean. No plant.
Consumers Energy:	No response received yet.
Development:	No comment.
North Lansing Community Association:	No response received yet.
Fire Marshal:	No issues with the proposed request.
Ingham County Drain Commission:	No comments.
AT&T:	No response received yet.
Parks and Rec.	Does not impact any recreational or arboricultural aspects of our operation.
Police:	This is not a police issue.
Public Service:	There are no sewers or sewer easements on this property. The property does have sanitary and storm sewer stubbed to It. This property abuts the Larch Street viaduct, which is owned by the Michigan Department of Transportation (MDOT). MDOT should be contacted to see if they have any concerns with the sale of the property.
Trans. Engr.:	No comments or requirements.

BACKGROUND:

The Lansing BWL has determined that their property located in the 1600 block of N. Larch Street is no longer needed for their operation. The site is a former electrical substation. The property is on the west side of N. larch Street (east side of N. East Street) 100± ft. northerly of North Street. The old two-story brick building that sits on the lot can be accessed from Larch Street and is the former BWL substation.

ANALYSIS

An Act 285 Review is conducted in accordance with Section 208 of the Administration Code when the City purchases, sells or substantially changes the use of property. According to Section 125.36 of the Municipal Planning Act (P.A. 285 of 1931, as amended), the location, character, and extent of the proposal must be evaluated. The following is a review of the project in accordance with these standards. The ACT 285 Review process determines if the property has any remaining public purpose.

LOCATION

The subject property is located west of the 1600 block of N. Larch Street, is a former electrical substation of BWL and located in a block that is roughly triangular shaped, 10,500 ft² with a industrial appearance and legally described as:

> City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC. THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S.W. COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR. OF SAID LOT; TH. N 10°24'32" E 47.9 FT.; TH. N 54° 50' 51" E 30.35 FT. TO THE N. LINE OF LOT 34, EXC. THE N. 4.25 FT. OF LOT 34, NELLERS SUB. NO. 1.

Also, the subject property is located in an area that is surrounded by industrial uses.

CHARACTER:

The industrial character of the area will not change as a result of selling the surplus BWL property. According to the BWL, someone is interested in purchasing the surplus property and using it for a surface parking lot.

EXTENT

The property, former electrical substation, is no longer needed by the BWL.

SUMMARY

The subject property is located west of the 1600 block of N. Larch Street, is a former electrical substation of BWL and located in a block that is roughly triangular shaped with a commercial/industrial appearance. The industrial character of the area will not change as a result of selling the surplus BWL property. No other agency has indicated that the property has any other public purpose.

STAFF RECOMMENDATION

Staff recommends approval of ACT-16-07, west of the 1600 block of N. Larch Street, the request by the Lansing Board of Water and Light to sell surplus property.

P:\PLANNING OFFICE\Case Management\Act 285 Reviews\2007 Acts\07act16\07, West of the 1600 Block of N. Larch, Act-16-07 Staff Report.doc

The BWL would like to sell surplus property known as the Larch Substation located west of the 1600 block of North Larch Street. The building was constructed around 1936 and used as an electrical substation.

The building is a single, two (2) stories, Class C, brick construction; commercial/industrial building which contains approximately 1,872 square feet per floor above grade with a full basement.

The parcel of land is roughly triangular shaped, 10,500 ft with an industrial appearance and legally described as:

> City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S W COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR OF SAID LOT; TH. N 10°24'32" E 479FT; TH. N 54° 50' 51" E 30.35 FT. TO THEN LINE OF LOT 34, EXC. THEN. 4.25 FT OF LOT 34, NELLERS SUB. NO. 1.

The property is within a "I" Heavy Industrial Zoned District. There are no sewers or sewer easements on this property, though sanitary and storm sewer is stubbed to the building. The property abuts the Larch Street viaduct, which is owned by the Michigan Department of Transportation.

Most of the electrical equipment has been removed from the site. There is evidence of oil spills inside the building and on some of the concrete outside the building, and the building is known to contain lead paint and asbestos containing materials.

Resolution 2007-9-14

H. LARCH SUBSTATION TO BE DECLARED SURPLUS

DECLARE BOARD OF WATER AND LIGHT (BWL) PROPERTY AT 1609 NORTH LARCH STREET, LANSING, MICHIGAN, AS SURPLUS AND NO LONGER NEEDED FOR OPERATONS AND AUTHORIZE THE SALE OF THE PROPERTY IN ACCORDANCE WITH CURRENT BWL PROPERTY DISPOSAL PROCEDURES.

WHEREAS, the following described Larch Substation Property, located on the west side of North Larch Street north of North Street in Lansing, Ingham County, Michigan, has been identified as surplus and no longer needed for the operation of the Board of Water and Light (BWL);

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC. THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S.W. COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR. OF SAID LOT; TH. N 10°24'32" E 47.9 FT.; TH. N 54° 50' 51" E 30.35 FT. TO THE N. LINE OF LOT 34, EXC. THE N. 4.25 FT. OF LOT 34, NELLERS SUB. NO. 1.

WHEREAS, the BWL has been contacted by an adjacent property owner interested in purchasing the property; and

WHEREAS, upon approval of the property as surplus by the Board of Commissioners, the BWL will proceed to dispose of the property in accordance with current BWL "Property Disposal Procedures;"

RESOLVED, that the Board of Commissioners hereby declares the above described North Larch Substation property as surplus and no longer needed for Utility purposes and approves the sale of the property in accordance with current BWL "Property Disposal Procedures."

RESOLVED FURTHER, that the General Manager and Corporate Secretary are authorized to sign all documents necessary to dispose of this parcel, subject to approval of the BWL Legal Department.

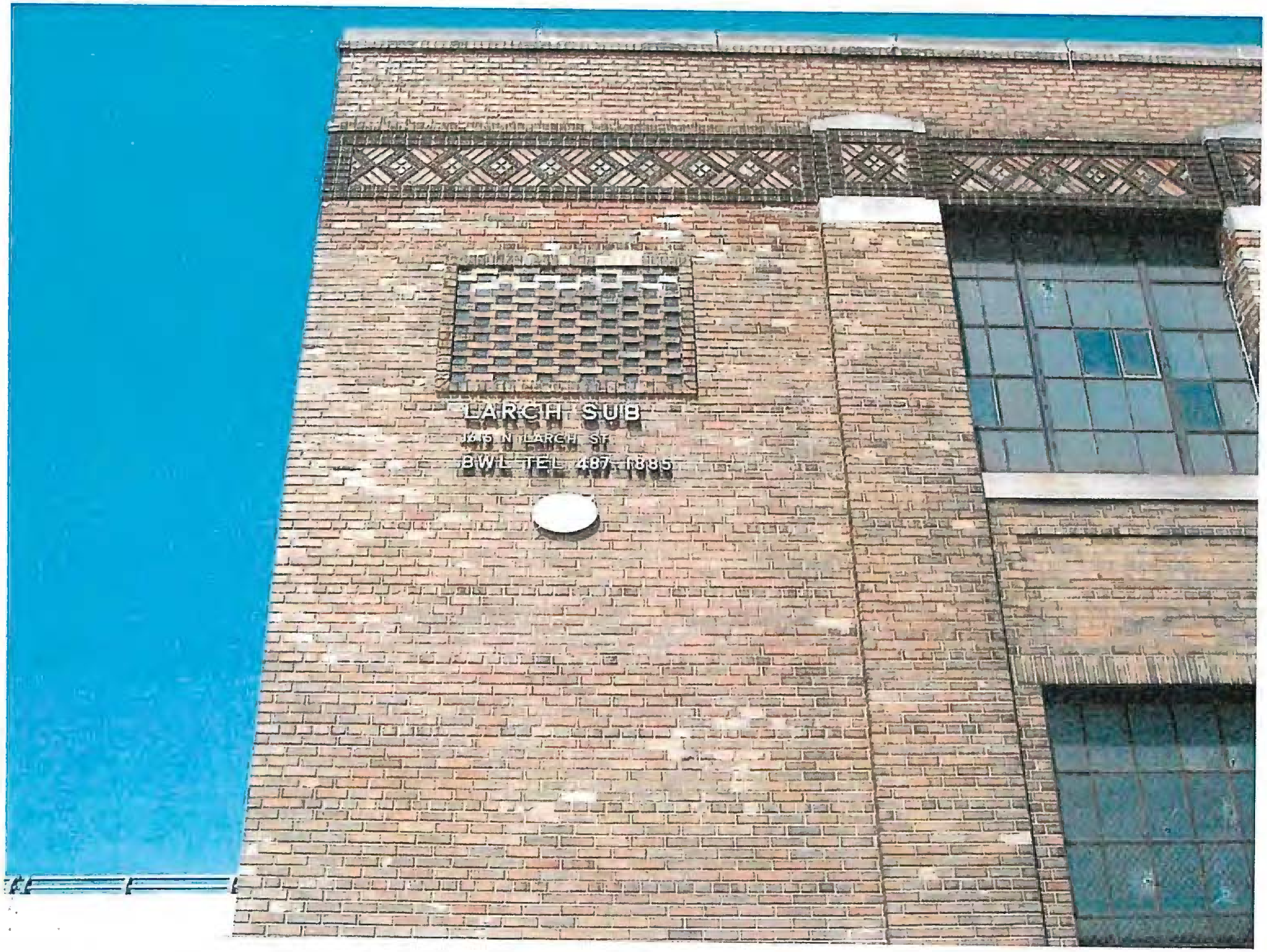
FURTHER RESOLVED, That this sale is expressly conditioned upon compliance with the Lansing City Charter or Codified Ordinances of the City of Lansing, including approval of the sale by the Lansing City Council.

Staff Commentary: This parcel was identified by staff in both the 2002 and 2006 Property Utilization Studies as no longer needed for BWL operations. Most of this real estate parcel was acquired by deed in 1930. In 1964, the northern part of this property was acquired from the State Highway Commissioner. Also in 1964, the western portion of the land acquired in 1930 was sold to the Michigan State Highway Department. Salvageable materials and equipment have been removed from the brick electrical substation building and the fenced substation yard located to the west of the substation building.

Comments: Doug Wood, Director of Engineering also advised the Board of Commissioners that the adjacent property owner who intends to hire additional staff is interested in purchasing the North Larch Street parcel in order to build a parking lot. It was further noted that the urgency of the request is due to pending weather changes that could prevent construction from proceeding if not done in a timely manner.

Motion by Commissioner Rios, Commissioner Cochran, to adopt Resolution 2007-9-14 for the Larch Substation to be Declared Surplus.

Action: Carried unanimously.


LARCH SUB
1615 N LARCH ST
BWL TEL 487-1885

INDUSTRIAL SERVICES

A Competitive Market Analysis Prepared for Lansing Board of Water and Light

1609 N. Larch Street, Lansing, Michigan

LANSING BWL
Hometown People. Hometown Power.

PREPARED BY

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Executive Summary

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EXECUTIVE SUMMARY

The Property and its Position in the Market/Sub-Market

The property, 1609 N. Larch Street in Lansing, was formerly utilized as an electrical substation. Situated on 0.258 acres, the property is located next to the US-27 Business route overpass in the north submarket. The interior of the two-story building is unfinished with heavy equipment and controls still in place and no utility connections. Each floor includes 1,872 SF, including the basement. The building has known contaminants, lead based paint and asbestos. Surrounded by primarily industrial neighbors, these factors present a functionally obsolete building that is limited in its value and potential for re-use or repurposing.

N. LARCH STREET LANSING, MICHIGAN	
PROPERTY DESCRIPTION:	81-year-old block-building; Class C; Former electrical sub-station
SQUARE FOOTAGE:	3,744 SF gross rentable space (1,872 SF first floor, 1,872 SF second floor) with full basement
PARCEL NUMBER:	33-01-01-09-235-031
PARCEL SIZE:	0.258 acres of land (11,238 SF) Situated adjacent to the US-27 Business route overpass
TAX AUTHORITY:	City of Lansing
YEAR BUILT:	1936
ZONING:	I-1 Heavy Industrial
CONSTRUCTION:	Concrete foundation, floor and roof
UTILITIES:	No current utilities in place. No natural gas hook- up. 2" water line to structure and sewer hook-up available
CEILING HEIGHT:	14'
HVAC:	No current operable HVAC system.
ENVIRONMENTAL:	Previous site analysis discovered asbestos and lead paint. Complete environmental conditions unknown.
SURROUNDING USES:	Industrial; commercial; parking lot
DEFERRED MAINTENANCE:	Unknown

LANSING BWL
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Property Information

AERIAL

M= MELLING

D= DEMMER

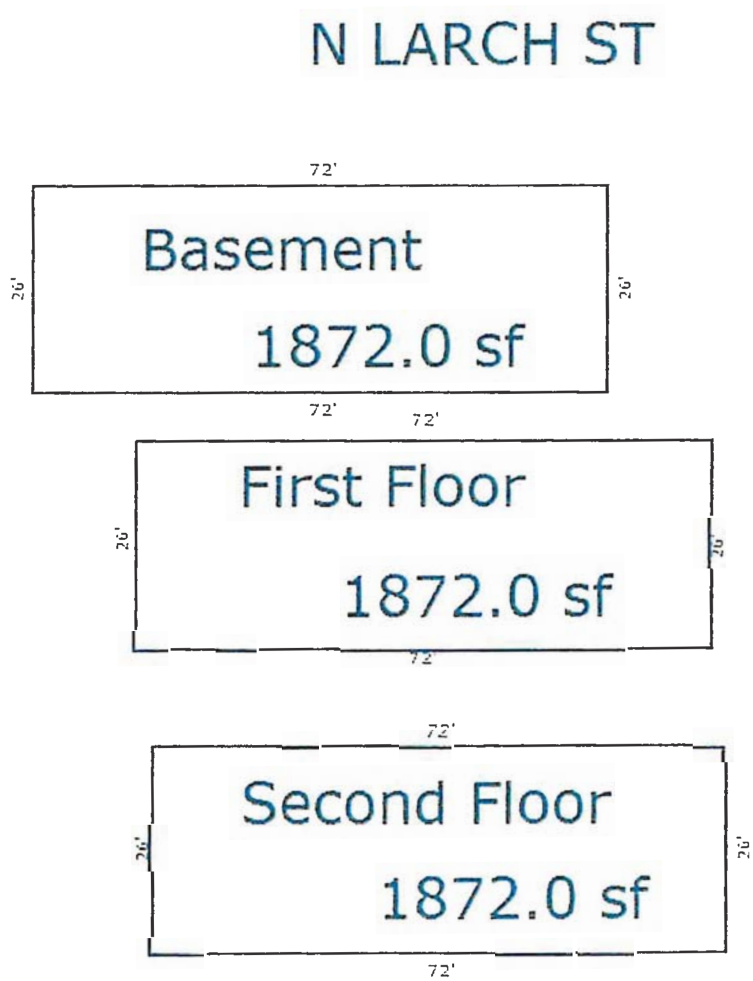
CBRE | Martin

Property Information

AERIAL

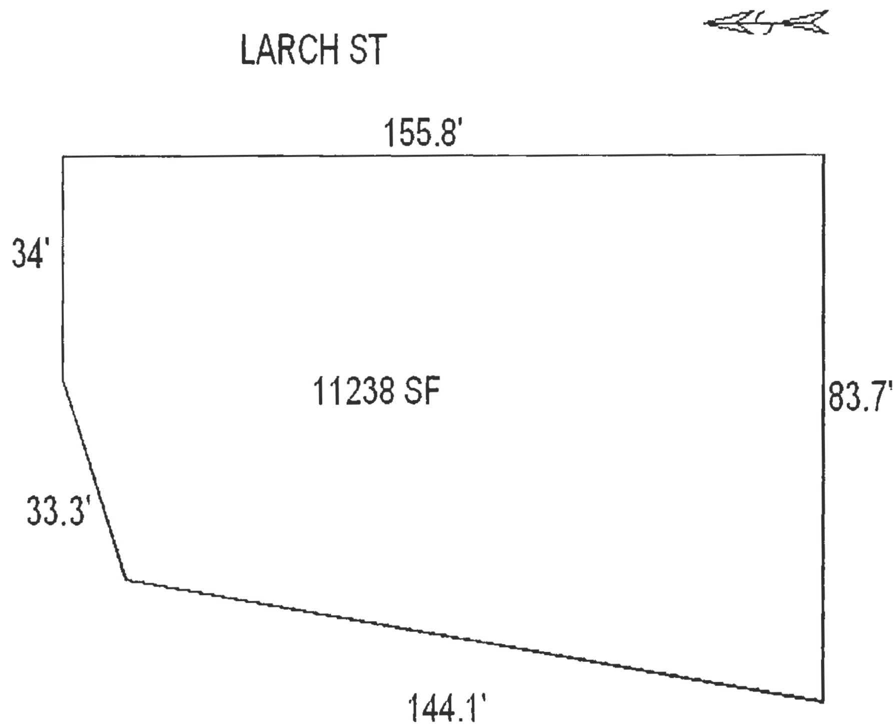
Property Information

BUILDING SKETCH



Property Information

LAND SKETCH



Property Information

VALUATION

Based on the property's condition, location, position in the market, and lack of existing comparable sales, we estimate that there is little value in the property. The deferred maintenance, contaminants, size and location next to the overpass are prohibitive. The following are items to consider, regarding the value of the building:

- Land comparisons in the area were between $15,000 - $25,000/acre or $0.34 - 0.57/SF
    - **Land value without structure $3,870-$6,450**
- Demolition of existing structure between $3.00 - $5.00/SF
    - **Potential Demolition Costs $15,000**
- Asbestos/lead remediation
    - **Estimated Costs $9,000-$22,000**
- Costs to bring utilities to the site
- No current operable HVAC system or utilities in place
- No natural gas hook- up
- Functionally obsolete

There are few existing comparable properties to adequately evaluate this property for similar uses. We can solely evaluate based on other industrial sales. Comparable building values are in a range of $10.00 - $15.00/SF or $37,440 - $56,000. The estimated demolition costs of $15,000 and remediation costs of $15,000 would need to be subtracted from the overall building value. Therefore, the value of the facility would be approximately $7,000 - $15,000.

Taking all aspects of the property into consideration, the highest and best use of the property appears to be the value to the industrial neighbor to the east. The former Demmer facility accupies many of the surrounding parcels as well as the adjacent parking lot in proximity to this property and may utilize this space for parking lot expansion purposes.

Our recommendation would be to initially list the subject property for $60,000 and begin the marketing process. Simultaneously, CBRE|Martin will contact the owners of the adjacent Demmer facility and present them with the opportunity to purchase, if interested.

Statement of Disclosure

DISCLOSURE

This is a competitive market analysis, not an appraisal and was prepared by a licensed real estate broker or associate broker, not a licensed appraiser. In making any decision that relies upon this competitive market analysis, you should know that the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation have not been incorporated.

This competitive market analysis is based upon information obtained from the client and/or others we deem reliable. While we do not doubt its accuracy, we have not verified all the information and make no guarantee, warranty, or representation about it. Moreover, we assume the property is free of any title defects or environmental conditions that might adversely affect value.

We confirm that the officers and members of our staff performing this evaluation are not associated with either side of this transaction, either by direct or indirect financial interests held, as an officer, employee, or underwriter, or by any form of indebtedness or transactions other than normal business accounts and transactions afforded to usual customers.

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 16th day of April, 2018, by and between Lansing Board of Water and Light ("Seller"), whose address is PO Box 13007 Lansing, Michigan, 48901, and Drew LLC, ("Purchaser"), whose address is 2547 W Main, Lansing MI 48917, in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the City of Lansing, County of Ingham, Michigan, commonly known as 1609 N Larch St, Lansing, MI 48906, and further described as: LOTS 30 THRU 34 INCL EXC THAT PART LYING W OF A LINE COM 15.28 FT E OF SW COR LOT 30, TH N 10DEG 24MIN 32SCD E TO A PT ON N LINE LOT 32 34.36 FT E OF NW COR SAID LOT, N 10DEG 24MIN 32SCD E 47.9 FT, N 54DEG 50MIN 51SCD E 30.35 FT TO N LINE LOT 34 EXC N 4.25 FT LOT 34; NELLERS SUB NO 1, (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property as described in **Exhibit A** (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be Seventy Thousand ($70,000) Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. TERMS OF PAYMENT.

❑ **Cash.** Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Transnation Title, as the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Five Thousand ($5,000) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have ten (10) business days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

6. SURVEY AND TITLE INSURANCE.

(a) **Survey**: Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Purchaser.

(b) **Title Insurance**: Within two (2) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; (the "Commitment"), from Diversified Title (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within two (2) days of receipt of any concerns that Purchaser may have with such Commitment . Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.

(c) **Objections to Title and Survey**. In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have two (2) days from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

(a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

(b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within three (3) days of the Effective Date, Seller understands that Purchaser requires this information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of Transnation Title and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: upon the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 *et seq* to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by

Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a calendar basis. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

(a) **Authority**. Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.

(b) **Title and Characteristics of Property**. Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.

(c) **Conflicts**. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

(d) **Condemnation**. Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

(e) **Litigation**. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(f) **Assessments and Taxes**. No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.

(g) **Boundaries**. (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.

(h) **No Violations**. Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(i) **Foreign Ownership**. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(j) **Prior Options**. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

(k) **Mechanics and Materialmen**. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

(a) Authority Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

(b) Conflicts. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within one (1) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

(a) The Warranty Deed required by Section 3 of this Agreement.

(b) A bill of sale for any Personal Property and/or Improvements.

(c) A written assignment by Seller of Seller's interest in all leases and a transfer to Purchaser of all security deposits, accompanied by the original or a true copy of each lease.

(d) An assignment of all Seller's rights under any service contracts described herein, which are assignable by their terms and which Purchaser wishes to assume, together with an original or true copy of each service assigned.

(e) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.

(f) Any other documents required by this Agreement to be delivered by Seller.

(g) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.

(h) Other: ____.

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

(a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.

(b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.

(c) Any other documents required by this Agreement to be delivery by Purchaser.

(d) Other: ____.

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

❑ If to Purchaser:

Name:	Adam Brewer
Address:	2547 W Main St
Address:	Lansing, MI 48917
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	Matthew Wisniewski
Address:	300 W Lake Lansing Rd
Address:	East Lansing, MI 48823
Telephone:	517-321-2800
Facsimile:	
Email:	

❑ If to Seller:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	CBRE Martin
Address:	1111 Michigan Ave Suite 300
Address:	East Lansing, MI 48823
Telephone:	
Facsimile:	
Email:	

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is RE/MAX Commercial Group and is acting as an agent of the Purchaser; and (ii) Seller's real estate agent is CBRE Martin and is acting as an agent of the Seller.

Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Unless otherwise previously agreed, the parties agree that the brokerage fee will be shared between the parties' brokerage agents, split evenly and paid at closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

20. DEFAULT.

(a) **Seller's Default**. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.

(b) **Purchaser's Default**. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. INCENTIVES. Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same.

22. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. AUTHORITY. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. SUCCESSORS AND ASSIGNS. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. NOTICE OF CONTACT WITH THIRD PARTIES. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller.

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

____
____
____
____
____
____
____.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:	Witnesses:
By: _______________________________________	____
Its: _______________________________________	
By: _______________________________________	____
Its: _______________________________________	

Seller's Acceptance:

Seller accepts this Agreement on this _______ day of ________________, 20___, at _________(AM/PM) ❑ with the following conditions: ____
____
____
____
____
____
____
____
____
____; or ❑ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the ______ of ________________. 20___, at __________ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:	Witnesses:
By: _______________________________________	____
Its: _______________________________________	
By: _______________________________________	____
Its: _______________________________________	

Purchaser's Acknowledgment of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then becomes the Effective Date of this Agreement.

Seller has accepted this Agreement on this ______ day of ________________, 20___, at _________(AM/PM)

For Purchaser: **Witnesses:**

By: ____ ____

Its: ____

By: ____ ____

Its: ____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	**Exhibit Description**	**Provided By** *(Purchase or Seller)*	**Attached By** *(Date)*
Exhibit A			
Exhibit B			
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, ______________________________, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing:

> Act-3-2018, 1609 N. Larch Street, Sale of Former Board of Water and Light Substation.

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

Act-3-2018, 1609 N. Larch, LBWL Property (PPN 33-01-01-09-235-031), Sale of Property

WHEREAS, the City of Lansing Board of Water and Light proposes to dispose of the former electrical substation in the 1609 N. Larch Street; and

WHEREAS, the subject parcel is roughly rectangular in shape, measuring 10,500± square feet, and surrounded by industrial land uses; and

WHEREAS, by Resolution 2007-9-14, the LBWL Board of Commissioners declared the property surplus and approved its sale; and

WHEREAS, no other agency has identified a public purpose for retaining the property; and

WHEREAS, at its meeting on November 20, 2007, the Planning Board reviewed the proposal (Act-16-07) and concurred with the Board of Commissioners, and recommended the sale of the property; and

WHEREAS, a written appraisal of the property, dated November 22, 2006, conducted by the Gannon Group, estimated the market value of the property to be Eight Thousand Dollars ($8,000.00); and

WHEREAS, a written appraisal of the property, dated January 19, 2017, conducted by Steven E. Rogers, City of Lansing, estimates the market value of the property to be One Hundred Seventy Thousand Five Hundred Dollars ($170,500.00); and

WHEREAS, an undated “Competitive Market Analysis” by CBRE Martin recommended that the property be listed for Sixty Thousand Dollars ($60,000.00), taking into account the presence of lead and asbestos on the property; and

WHEREAS, LBWL still retains the property, and now proposes to convey it to Drew LLC, 2547 W Main, Lansing MI 48917, which is interested in acquiring the property and reusing the building for office space; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the revised proposal for the sale of the property (Act-3-2018), and unanimously (6-0) recommended approval, based on the finding that the property is surplus; and

WHEREAS, the Purchase Agreement between the City of Lansing and Drew LLC was placed on file with the City Clerk on _______________ 2018, and is presented for approval; and

WHEREAS, the Committee on Development and Planning has reviewed the appraisal reports, the Purchase Agreement, and the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-3-2018, and authorizes the sale of the property at 1609 N. Larch Street, legally described as:

LOTS 30 THRU 34 INCL EXC THAT PART LYING W OF A LINE COM 15.28 FT E OF SW COR LOT 30, TH N 10DEG 24MIN 32SCD E TO A PT ON N LINE LOT 32 34.36 FT E OF NW COR SAID LOT, N 10DEG 24MIN 32SCD E 47.9 FT, N 54DEG 50MIN 51SCD E 30.35 FT TO N LINE LOT 34 EXC N 4.25 FT LOT 34; NELLERS SUB NO 1

for the amount of Seventy Thousand ($70,000.00) Dollars, plus closing costs.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this sale, subject to prior approval as to content and form by the City Attorney.

Chris Swope
Lansing City Clerk

May 11, 2018

City Council President and Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear President and Council Members:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on May 2, 2018 the Law Department placed on file in my office a Lease Agreement for Property between the City of Lansing and New Par, a Delaware partnership d/b/a Verizon Wireless. for 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, approximately 1,500 square feet of Crego Park, City of Lansing, Michigan.

Under the Charter, a public hearing may be held on this matter on or after June 2, 2018.

This document is available for review at the office of the City Clerk or at http://www.lansingmi.gov/clerk under the heading of Documents Placed on File.

Sincerely,

Chris Swope

Chris Swope, CMC
Lansing City Clerk

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 • TDD 517-483-4479 • 517-377-0068 FAX
www.lansingmi.gov/clerk • clerk@lansingmi.gov

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

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. **<u>IMPROVEMENTS</u>.** 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. **<u>GOVERNMENT APPROVALS</u>.** 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. **<u>TERMINATION</u>.** 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 (4^{th}) 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. **<u>INDEMNIFICATION</u>.** 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, expect 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. **<u>HOLDOVER</u>.** 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. **<u>RIGHT OF FIRST REFUSAL</u>.** Intentionally omitted

17. **<u>RIGHTS UPON SALE</u>.** 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. **<u>LESSOR’S TITLE</u>.** 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. **<u>ASSIGNMENT</u>.** (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: Verizon Wireless (VAW), LLC,
its Managing General Partner

____

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.

Please see attached Complaint for your review. We have NOT yet been served.

NOTE

Rotate all bearings 00°05'59" counter-clockwise to obtain bearings based on True North as determined from global positioning system (GPS).

BENCH MARK

Top of the northeast corner of a concrete pad located on the west side of the existing gravel drive and ±100 north of the southeasterly entrance gate.
Elevation: 835.89 (NAVD 88 Datum)

LEGEND

831	EXIST. CONTOUR
831	PROP. CONTOUR
×831.5	EXIST. SPOT ELEVATION
831.50	PROP. SPOT ELEVATION
U.P.	EXIST. UTILITY POLE
	GUY WIRE
	SIGN
	TELEPHONE RISER
	ELECTRIC METER
	POST
	FENCE
	GUARDRAIL
	TREE OR BRUSH LIMIT
	SECTION CORNER
F	FOUND MONUMENT
	CONTROL PT.
	LIMITS WETLAND

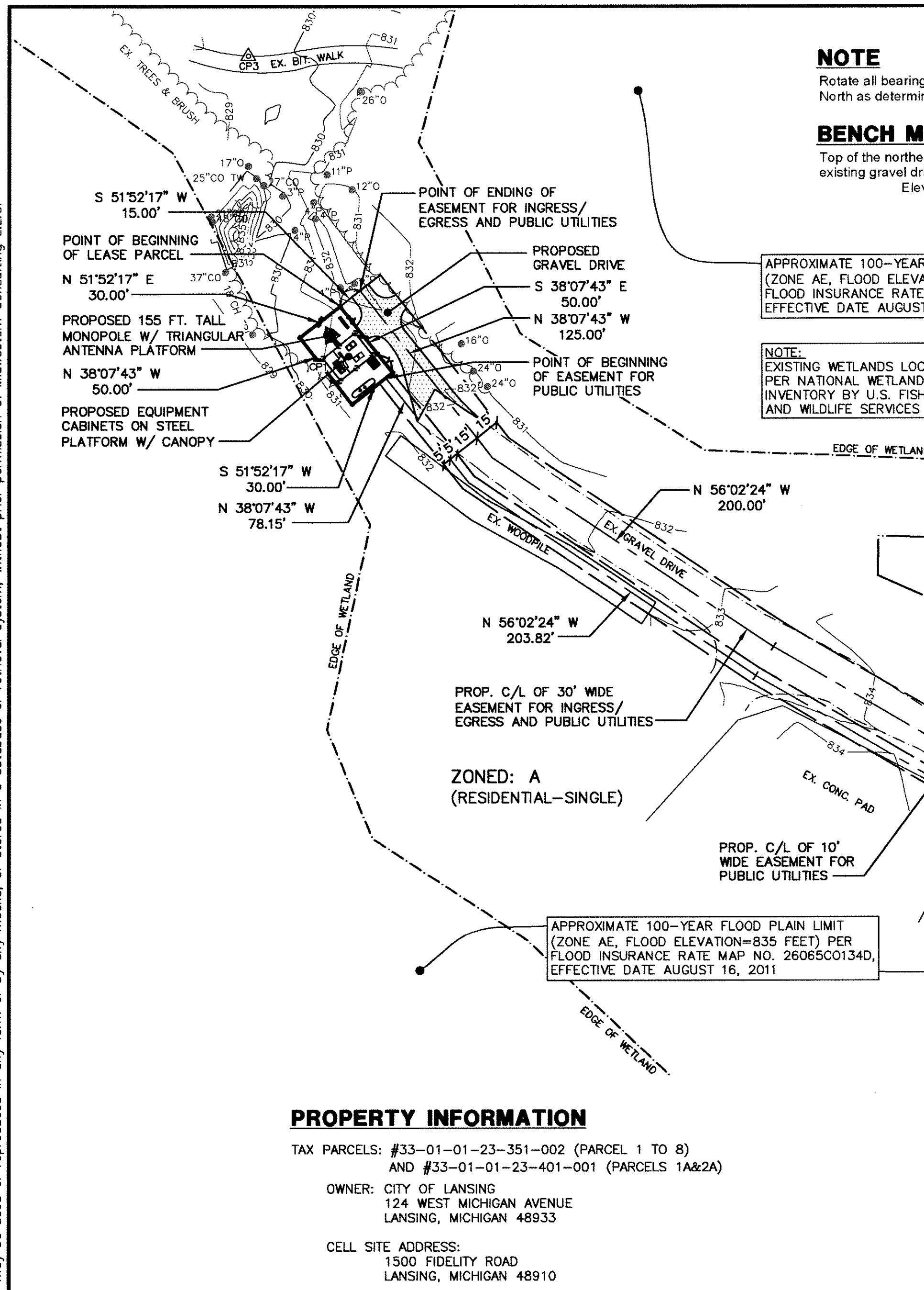
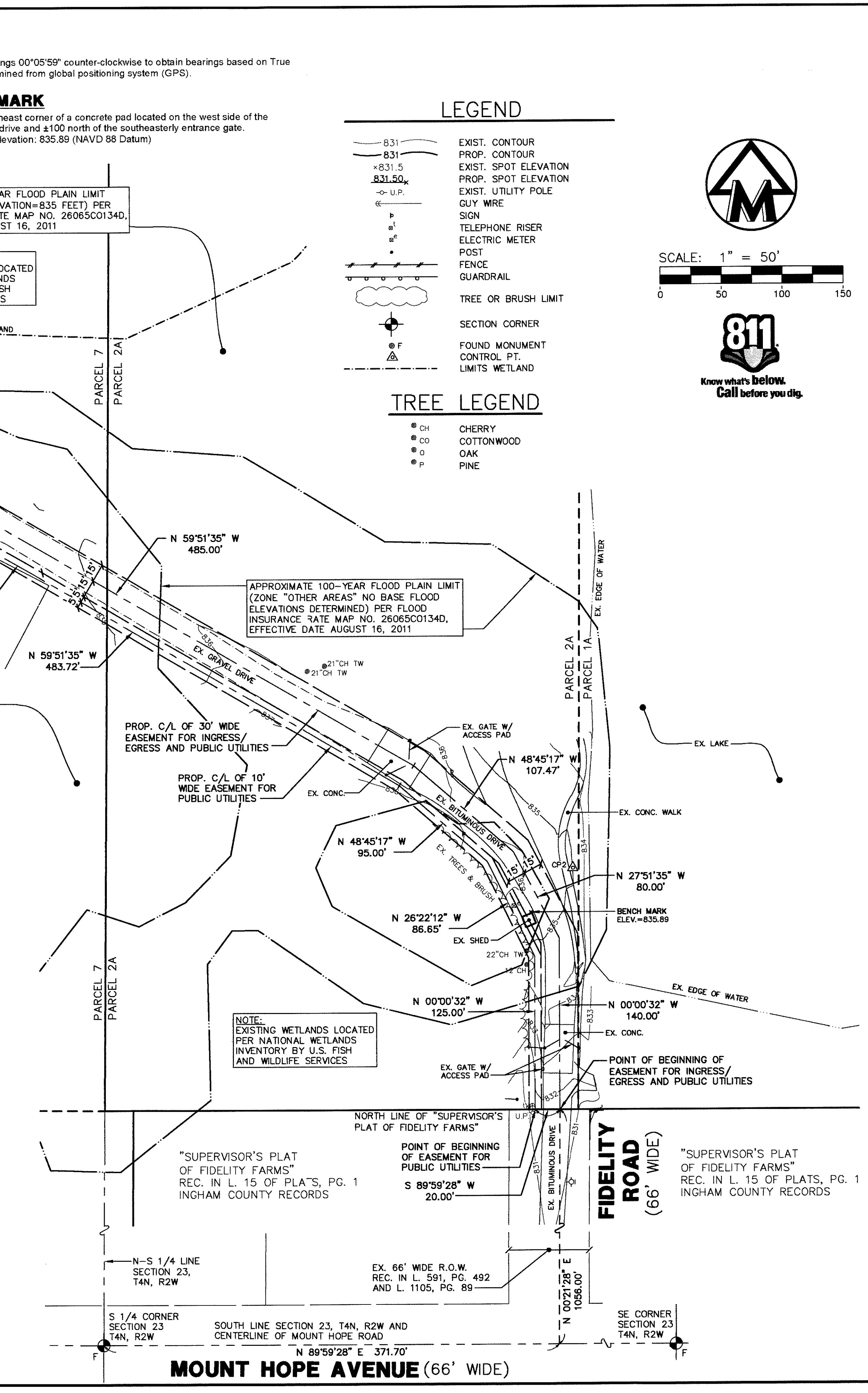
TREE LEGEND

CH	CHERRY
CO	COTTONWOOD
O	OAK
P	PINE

SCALE: 1" = 50'

0 50 100 150

811 Know what's below. Call before you dig.

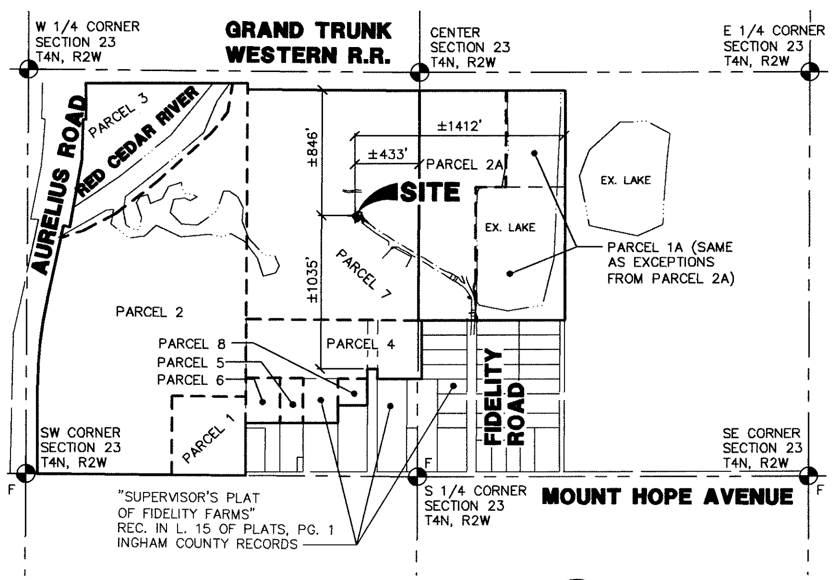



PROPERTY INFORMATION

TAX PARCELS: #33-01-01-23-351-002 (PARCEL 1 TO 8)
AND #33-01-01-23-401-001 (PARCELS 1A&2A)

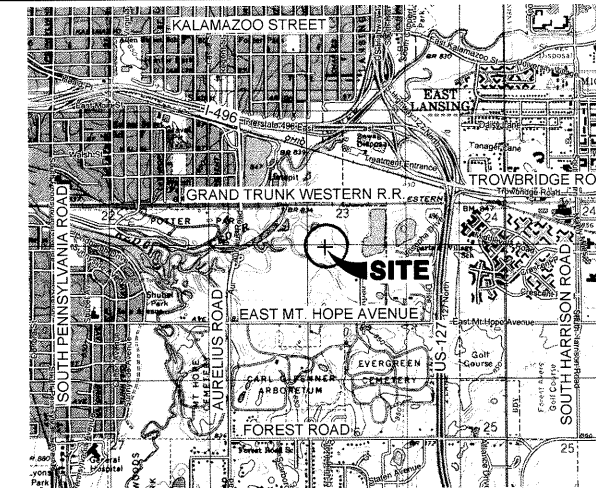
OWNER: CITY OF LANSING
124 WEST MICHIGAN AVENUE
LANSING, MICHIGAN 48933

CELL SITE ADDRESS:
1500 FIDELITY ROAD
LANSING, MICHIGAN 48910



OVERALL PARCEL SKETCH

SCALE: 1"=600'



VICINITY SKETCH

SCALE: 1"=2000'

LOCATION

LONGITUDE 84° 30' 54.2"
LATITUDE 42° 43' 00.0"
GROUND ELEV. @ TOWER BASE = 831.25

LEGAL DESCRIPTION OF LEASE PARCEL

Commencing at the South 1/4 corner of Section 23, T4N, R2W, 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" W 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 ENDING; being a part of the Southwest 1/4 of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; containing 1,500 square feet; subject to easements and restrictions of record, if any;

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

Commencing at the South 1/4 corner of Section 23, T4N, R2W, 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 and the POINT OF BEGINNING:

thence N 00°00'32" W 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 South 1/2 of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes; and subject to easements and restrictions of record, if any;

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

Commencing at the South 1/4 corner of Section 23, T4N, R2W, 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 along the north line of said "Supervisor's Plat of Fidelity Farms" 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 South 1/2 of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes; and subject to easements and restrictions of record, if any.

PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.

SCOTT G. FISHER P.E. #58473

MIDWESTERN CONSULTING
3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

APPLICANT/LESSEE:
NEW PAR, A DELAWARE PARTNERSHIP
dba VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

verizon
SITE #474 – "MT. HOPE M99"
CITY OF LANSING, INGHAM COUNTY, MICHIGAN
SITE SURVEY, GENERAL INFORMATION

1

JOB No. 94044-474

REVISION:	REV. DATE
1. REV. PER TITLE COMMITMENT	2/19/16
2. CHANGE EQUIP. LAYOUT AND POLE HT.	1/12/17

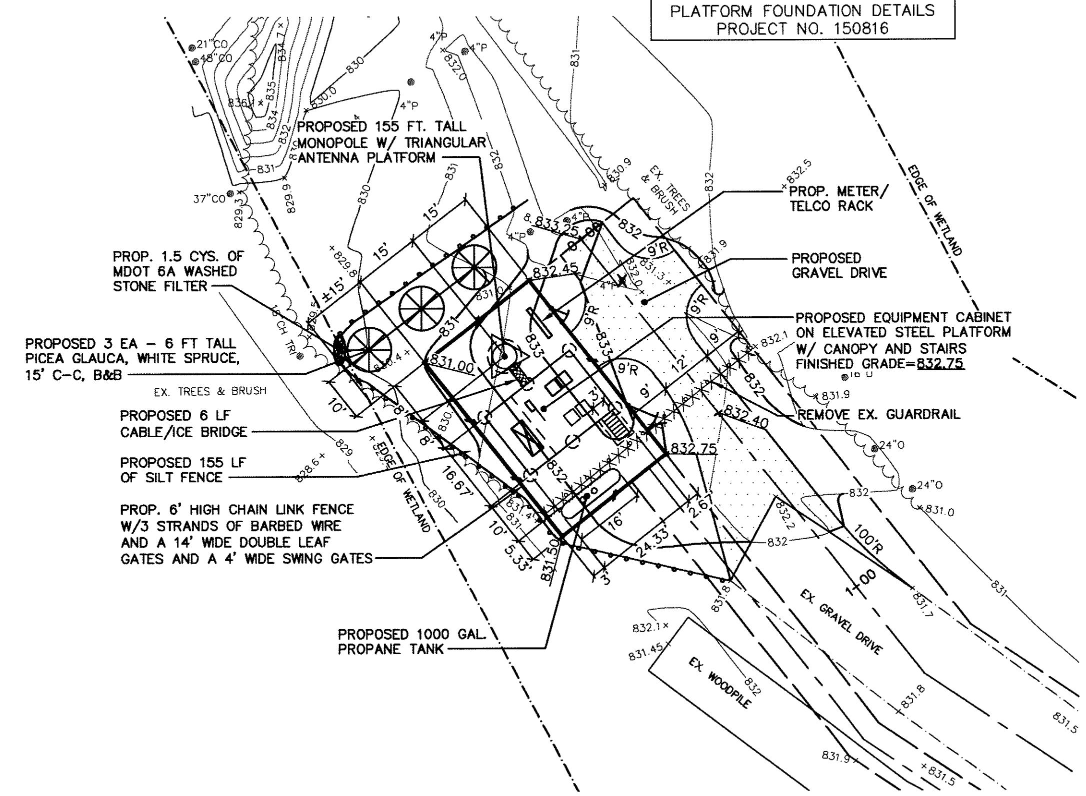
DATE: 1/29/16
SHEET 1 OF 3
CADD: TES, GLS
ENG: SGF
PM: JAF
TECH: GLS
94044_474-SP1
FB7552H

GENERAL NOTES:

1. All site work construction shall be in accordance with the current standards and specifications of the City of Lansing, where applicable.
2. The proposed equipment cabinets are to be computerized, unmanned, telephone exchange structures. No water service, sanitary facilities or gas service is needed. Telephone and electrical services will be from an existing utility pole or line adjacent to the site.
3. The proposed equipment cabinets are to have security systems monitored 24 hours per day. The cabinets will also be constructed with bullet resistant materials.
4. There are six, low wattage (10W), LED lights proposed as part of this project. The lights are to be mounted under the canopy to the support posts. Lights shall be connected to a technician operated on/off switch with a timer with a two-hour maximum lit duration.
5. There are no signs proposed for this project except for:
   a. Emergency contact information purposes and FCC "call" sign placed on equipment cabinet door;
   b. FCC registration number located on fence gate.
6. The cellular antenna and equipment cabinets will be approved by the Federal Communications Commission (FCC) and will not impact any frequency sensitive devices whatsoever. Buyer warrants no adverse radio interference with adjacent land uses.
7. There are no toxic materials used by Lessee on the site. Lessee has no need for outdoor storage or garbage disposal and pick-up.
8. Maintenance personnel using van type service vehicles enter and exit the site approximately 2 to 4 times per month. No loading or unloading area is needed by them.
9. All areas disturbed by the construction of the tower and cabinets and driveway shall be restored in kind. Contractor is to provide soil erosion control measures as needed or as directed by owner or government agency having jurisdiction.
10. All areas inside of and to 1'-0" outside of the fenced area shall be covered with 3" of crushed limestone placed over "Typar" landscape fabric.
11. Ingress and egress by Lessee's personnel to the site shall be via an existing/proposed gravel drive and an existing paved drive from Fidelity Road.
12. The proposed drive shall consist of 3" of MDOT Class 23A crushed limestone aggregate over 10" of 1"x3" crushed concrete or slag over compacted subgrade. The subgrade shall be stripped free of all topsoil and organic material prior to placing aggregate base. Where poor subgrade soils are encountered, a woven geotextile fabric (Mirafi 500X or approved equal) shall be placed so that it is a minimum of 2 ft. wider and longer than the drive which is to be constructed over the poor soils.
13. This site plan is based on the survey of the existing conditions conducted by Midwestern Consulting, LLC on 10-02-2015.

SEE PLANS PREPARED BY NSA ARCHITECTS FOR PROPOSED PLATFORM AND CANOPY INSTALLATION AND STRUCTURAL DETAILS PROJECT NO. 216073

SEE PLANS PREPARED BY G2 CONSULTING GROUP FOR PROPOSED PLATFORM FOUNDATION DETAILS PROJECT NO. 150816



SCALE: 1" = 20'

0 20 40 60

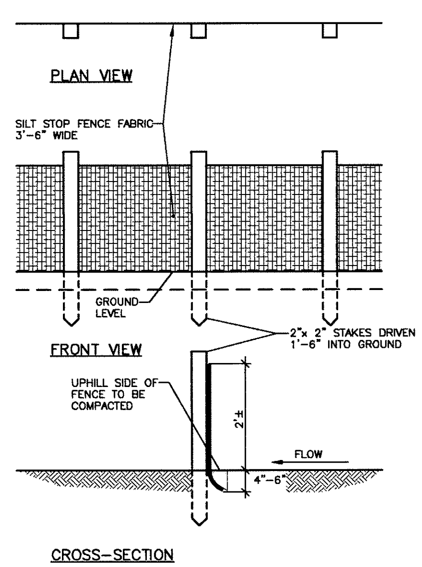
811
Know what's below.
Call before you dig.

LEGEND

831	EXIST. CONTOUR
831	PROP. CONTOUR
×831.5	EXIST. SPOT ELEVATION
831.50×	PROP. SPOT ELEVATION
U.P.	EXIST. UTILITY POLE
	GUY WIRE
	SIGN
	TELEPHONE RISER
	ELECTRIC METER
	POST
	FENCE
	GUARDRAIL
	TREE OR BRUSH LIMIT
	SECTION CORNER
F	FOUND MONUMENT
	CONTROL PT.
	LIMITS WETLAND

TREE LEGEND

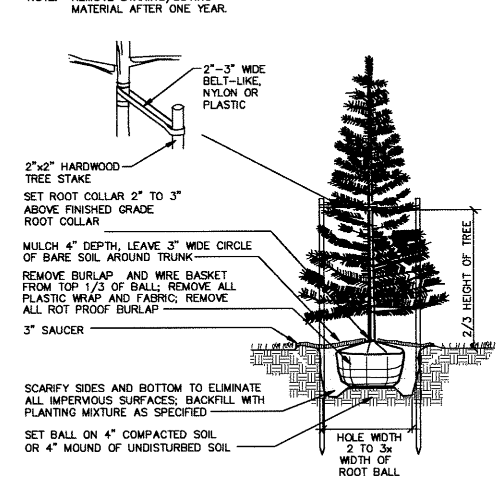
CH	CHERRY
CO	COTTONWOOD
O	OAK
P	PINE



SILT FENCE DETAIL

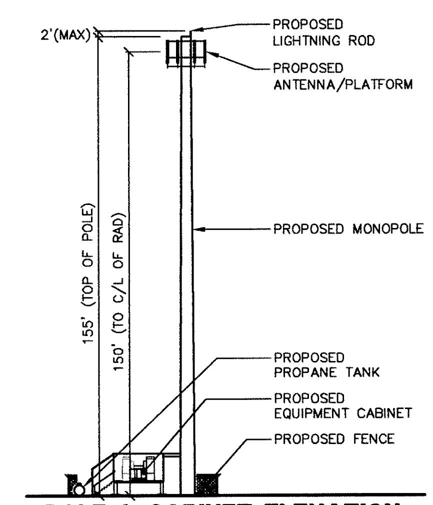
NO SCALE

NOTE: REMOVE STAKING/GUYING MATERIAL AFTER ONE YEAR.



EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



POLE & CABINET ELEVATION

SCALE 1" = 30'

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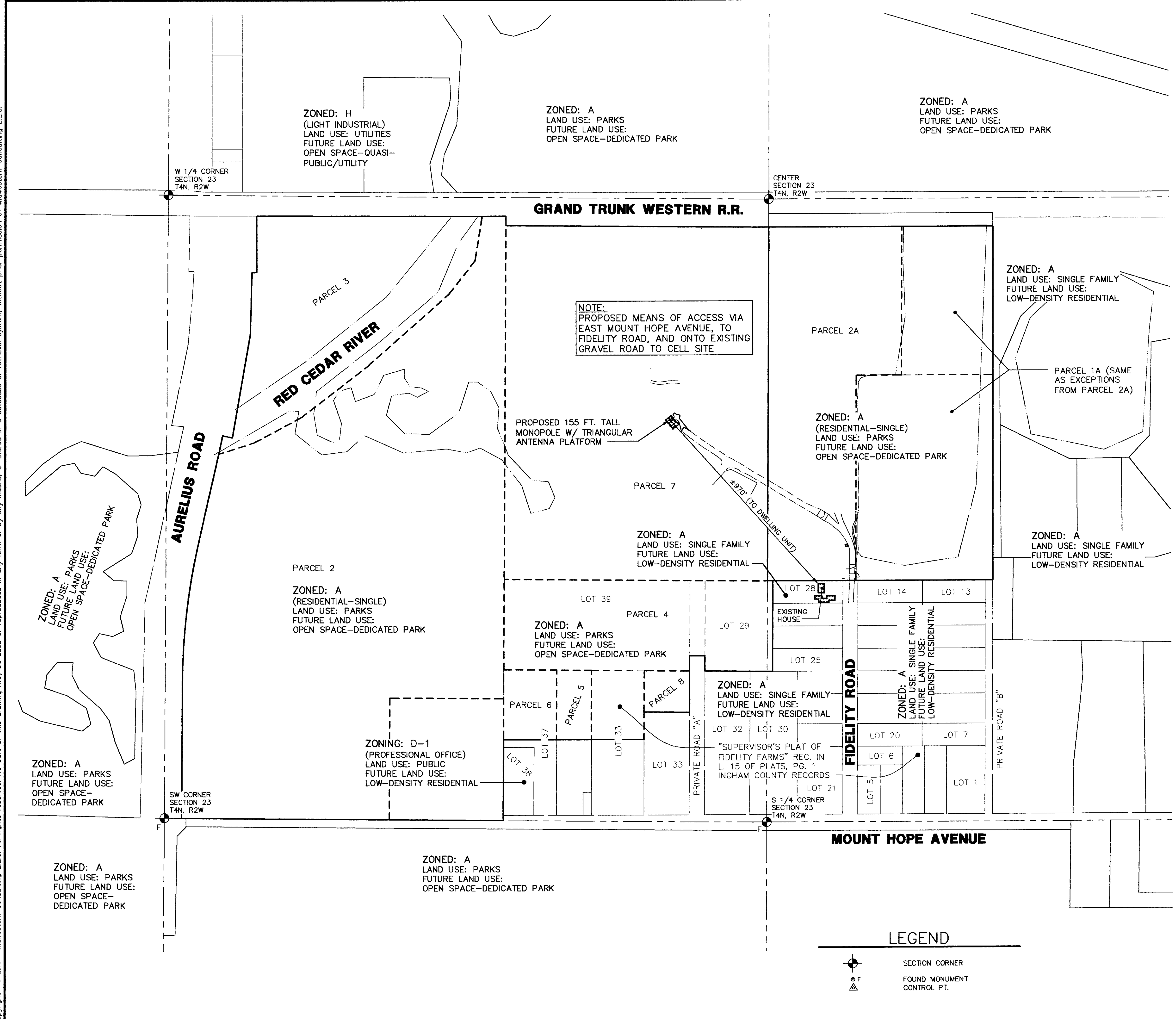
verizon
SITE #474 - "MT. HOPE M99"
CITY OF LANSING, INGHAM COUNTY, MICHIGAN
SITE PLAN DETAIL

2

JOB No. 94044-474

REVISION:	REV. DATE	DATE: 1/29/16
1. CHANGE EQUIP. LAYOUT AND POLE HT. AND ADD SOIL EROSION PLAN	1/12/17	SHEET 2 OF 3
		CADD: TES, GLS
		ENG: SGF
		PM: JAF
		TECH: GLS
		94044_474-SP1

R:\94044\474\ACAD\94044_474-SP1.dwg, 1/11/2017 5:01 PM, Gregory Spiess, None



LEGAL DESCRIPTION OF OVERALL PARCELS

(Taken from Title Commitment)

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

Tax Parcel #33-01-01-23-351-002

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.

Tax Parcel #33-01-01-23-401-001

Parcel 1A:
A parcel of land in the Southeast 1/4 of Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, described as: Beginning at a point which is North 89°38' East along the south line of said Section 23 a distance of 987.8 feet and North 00°04' West along the east line of "Supervisor's Plat of Fidelity Farms" as recorded in Liber 15 of Plats, Page 7, Ingham County Records, a distance of 1056.0 feet to the Northeast corner of said Supervisor's Plat of Fidelity Farms from the South 1/4 corner of said Section 23; thence North 00°04' West a distance of 1551 feet; thence South 89°38' West a distance of 400 feet; thence South 00°04' East a distance of 651 feet; thence South 89°38' West a distance of 200 feet; thence South 00°04' East a distance of 900 feet to the north line of said Plat; thence North 89°38' East a distance of 600 feet to the point of beginning.

Parcel 2A:
The South 1551 feet of the North 1584 feet of the West 60 acres of the Southeast 1/4, except the East 440 feet of the North 651 feet and the East 600 feet of the South 900 feet Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

MIDWESTERN CONSULTING
3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Surveying • Municipal
Wireless Communications • Transportation • Landfill Services

APPLICANT/LESSEE:
NEW PAR, A DELAWARE PARTNERSHIP
dba VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

verizon
SITE #474 – "MT. HOPE M99"
CITY OF LANSING, INGHAM COUNTY, MICHIGAN
OVERALL LAND USE AND ZONING PLAN

3

JOB No. 94044-474
DATE: 1/29/16
SHEET 3 OF 3

REVISION:	REV. DATE
1. REV. PER TITLE COMMITMENT	2/19/16
2. CHANGE MONOPOLE HEIGHT	1/12/17

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

Land Lease Agreement with Verizon Wireless

WHEREAS, the Lansing Park Board at its November 18, 2015 meeting, voted unanimously (6-0) to approve the proposed site of a wireless communication tower at Crego Park, 2101 E. Mt. Hope Avenue; and

WHEREAS, the Planning Board at its April 5, 2016 meeting, voted unanimously (5-0) to recommend approval of SLU-1-2016 to permit a wireless communication tower at 2101 E. Mt. Hope Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2016 on June 13, 2016 and approved SLU-1-2016, to permit a wireless communication tower at 2101 E. Mt. Hope Avenue within the 100-year floodplain of the Red Cedar River; and

WHEREAS, the City Council held a public hearing on March 26, 2018 to receive public comment on and to consider amending SLU-1-2016 to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, the Committee on Development and Planning at its April 2, 2018 committee meeting moved and approved to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, City Council of the City of Lansing held a public hearing on June 11, 2018 to receive public comment on a land lease agreement between the City of Lansing Parks and Recreation Department and Verizon Wireless for a wireless communication tower on a portion of the Crego Park Parcel.

NOW, THEREFORE, BE IT RESOLVED that the Land Lease Agreement be submitted to Lansing City Council for approval.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the Land Lease Agreement for a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless.

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

Resolution to Amend Project Completion Date for
Obsolete Property Rehabilitation Act Certificate
310 North Seymour Avenue

WHEREAS, pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (PA 146 of 2000), George F. Eyde Family, LLC has previously filed an application for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate) with the Lansing City Clerk, for an obsolete facility at 310 North Seymour Avenue, Lansing, Michigan (Obsolete Property), and

WHEREAS, the Obsolete Property is located within an Obsolete Property Rehabilitation District legally established by resolution adopted November 9th, 2015, after a public hearing was held, as provided by section 3 of PA 146 of 2000, and

WHEREAS, a public hearing was held on October 26, 2015 on the Developer's application for an OPRA Certificate, after proper notice was made, pursuant to section 4(2) of PA 146 of 2000, and

WHEREAS, the Lansing City Council approved by resolution the Developer's OPRA application on November 16, 2015 (Attachment A); and

WHEREAS, on June 7, 2016 the State Tax Commission approved the Developer's application for an OPRA Certificate (Attachment B); and

WHEREAS, the Lansing City Council approving resolution stated the rehabilitation (Project) must be completed not later than December 31, 2018 as evidenced by the issuance of a Certificate of Occupancy from the City of Lansing Building Safety Office, and

WHEREAS, the Developer has started the Project but will not be able complete the Project by December 31, 2018, and

WHEREAS, the Developer has requested the completion date be extended by one year.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves amending the language in Item #9 of Lansing City Council RESOLUTION #2015-289 to read:

The rehabilitation must be completed not later than December 31, 2019 as evidenced by the issuance of a Certificate of Occupancy from the City of Lansing Building Safety

BE IT FURTHER RESOLVED that the City Clerk shall file a certified copy of this resolution with the State Tax Commission.

5102 (Rev. 04-15)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

July 20, 2016

George F. Eyde
George F. Eyde Family, LLC
300 S Washington Square, Suite 400
Lansing, MI 48933

Dear Sir or Madam:

The State Tax Commission, at their June 7, 2016 meeting, considered and approved your application for an obsolete property rehabilitation project, in accordance with Public Act 146 of 2000, as amended. Enclosed is certificate number 3-16-0005, issued to George F. Eyde Family, LLC for the project located at 310 N Seymour Avenue, City of Lansing, Ingham County.

If you have any questions regarding this exemption please contact the Property Services Division at (517) 373-2408.

Sincerely,

Heather S. Frick

Heather S. Frick, Executive Director
State Tax Commission

Enclosure
By Certified Mail
cc: Sharon L. Frischman, Assessor, City of Lansing
Clerk, City of Lansing

Michigan Department of Treasury
4483 (2-11)

Obsolete Property Rehabilitation Exemption Certificate

Certificate No. **3-16-0005**

Pursuant to the provisions of Public Act 146 of 2000, as amended, the State Tax Commission hereby issues an Obsolete Property Rehabilitation Exemption Certificate for the commercial property, as described in the approved application, owned by **George F. Eyde Family, LLC**, and located at **310 N Seymour Avenue**, **City of Lansing**, **County of Ingham**, Michigan.

This certificate provides the authority for the assessor to exempt the commercial property for which this Obsolete Property Rehabilitation Exemption Certificate is in effect, but not the land on which the rehabilitated facility is located or the personal property, from ad valorem taxation. This certificate further provides the authority to levy a specific tax known as the Obsolete Property Rehabilitation tax.

This certificate, unless revoked as provided by Public Act 146 of 2000, as amended, shall remain in force for a period of **7** year(s);

Beginning December 31, 2016, and ending December 30, 2023.

The real property investment amount for this obsolete facility is **$8,000,000**.

The taxable value of the real property related to this certificate is **$376,300**.

The State Treasurer **has not** excluded local school operating or state education tax levied from the specific Obsolete Property Rehabilitation.

This Obsolete Property Rehabilitation Exemption Certificate is issued on **June 7, 2016**.

STATE OF MICHIGAN STATE TAX COMMISSION

Douglas B. Roberts, Chairperson
State Tax Commission

A TRUE COPY ATTEST:

Heather Cole

Heather Cole
Michigan Department of Treasury

RESOLUTION #2015-289

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

Resolution to Approve an Obsolete Property Rehabilitation Act Certificate
310 North Seymour Avenue

WHEREAS, pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (PA 146 of 2000), George F. Eyde Family, LLC has filed an application for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate) with the Lansing City Clerk, for a proposed obsolete facility at 310 North Seymour Avenue, Lansing, Michigan (Obsolete Property); and

WHEREAS, George F. Eyde Family, LLC (the Developer) will own the proposed Obsolete Property; and

WHEREAS, the proposed Obsolete Property is located within an Obsolete Property Rehabilitation District legally established by resolution adopted November 9th, 2015, after a public hearing was held, as provided by section 3 of PA 146 of 2000; and

WHEREAS, a public hearing was held on October 26, 2015 on the Developer's application for an OPRA Certificate, after proper notice was made, pursuant to section 4(2) of PA 146 of 2000; and

WHEREAS, the Developer has represented and committed to the City to undertake, and complete not later than December 31, 2018, the rehabilitation, renovation, and reconstruction of the Obsolete Property.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves of the issuance of an Obsolete Property Rehabilitation Exemption Certificate to George F. Eyde Family, LLC, for the Obsolete Property located at 310 North Seymour Avenue, Lansing, Michigan, legally described as:

LOTS 4 THRU 9 ALSO S 12 FT LOTS 3 & 10 BLOCK 84 ORIG PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN, for the period of 7 consecutive years.

BE IT FURTHER RESOLVED that the Lansing City Council, in approving the Developer's application by this resolution, finds and determines all of the following:

1. The taxable value of the property proposed to be exempt plus the aggregate taxable value of the property already exempt under PA 146 of 2000 and under Public Act 198 of 1974 (IFT's) does exceed five percent

(5%) of the total taxable value of the City of Lansing and does not substantially impede the operation of the City of Lansing or impair its financial soundness.

2. The applicant is not delinquent in any taxes related to the facility.

3. All of the items described on line 9 of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the City of Lansing by the applicant.

4. The application is for obsolete property as defined in section 2(h) of PA 146 of 2000.

5. The commencement of rehabilitation activities of the facility did not occur prior to the establishment of the Obsolete Properties Rehabilitation District.

6 The application relates to the rehabilitation program for the building located at 310 North Seymour Avenue, Lansing, Michigan and, when completed, will constitute a rehabilitated facility within the meaning of PA 146 of 2000 and the facility is situated within the Obsolete Property Rehabilitation District established by the City of Lansing, which is a Qualified Local Governmental Unit eligible under PA 146 of 2000 to establish such a district.

7. The completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create some employment, and revitalize an urban area.

8. The rehabilitation includes improvements aggregating ten percent (10%) or more of the true cash value of the property at the commencement of the rehabilitation as provided by section 2(L) of PA 146 of 2000.

9. The rehabilitation must be completed not later than December 31, 2018 as evidence by the issuance of a Certificate of Occupancy from the City of Lansing Building Safety Office.

BE IT FINALLY RESOLVED that the City Clerk shall cause the Application for Obsolete Property Rehabilitation Certificate to be completed, including the "Clerk Certification" and shall file the completed application, together with a certified copy of this resolution with the State Tax Commission.

Chris Swope 11/16/2015

SIGNED BY
CHRIS SWOPE
LANSING CITY CLERK

[26787:4:20151116:094832]

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