AGENDA
Committee on Development and Planning
Monday, July 16, 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 18, 2018

4. **Discussion/Action:**

   A.) RESOLUTION – Appointment; Jaclyn Lillis-Warwick; At Large Member; Historic District Commission; Term to Expire June 30, 2021

   B.) RESOLUTION – ACT-3-2018; Sale of LBWL Substation; 1609 N Larch

   C.) ORDINANCE - Z-3-2018; 1030 and Portion of 1048 Pierpont Street; Rezone from DM-4 Residential to G-2 Wholesale

5. **Other**

6. **Adjourn**

PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE DEVELOPMENT & PLANNING

DATE July 16, 2018

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
Mark Matus	BWL	Larch Sub		702-6153
Sue Stachowiak	Planning	Planning		4085
Bill Rieske	"	"		4091
Elaine Womboldt	LSL			

DRAFT

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

CALL TO ORDER
Council Member Hussain called the meeting to order at 4:03 p.m.

PRESENT
Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair- arrived at 4:04 p.m.
Council Member Washington, Member

OTHERS PRESENT
Sherrie Boak, Council Staff
Brian McGrain, Economic Development & Planning
Bill Rieske. Economic Development & Planning
Mark Matus. LBWL
Brett Kaschinske, Parks and Recreation Director
Greg Venker, Assistant City Attorney
Eric Schertzing, Ingham County Treasurer
Karl Dorshimer, LEAP
Mark Clouse, Eyde
Matt Wisniewski
Jason Wilkes
Dave VanHaanen
Karen Conroy, Ingham County Treasurer

PUBLIC COMMENT
No public comment at this time.

MINUTES
MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM JUNE 4, 2018 AS PRESENTED. MOTION CARRIED 2-0.

DISCUSSION/ACTION

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

Mr. Matus provided a location of the property to the Committee which was a vacant substation that was constructed in 1936, and became vacant in the 1980's. LBWL has contacted any interested parties within the City with no interest, therefore placed on the market for $60,000 and got an offer for $70,000. The sale was supported by the LBWL Board of Commissioners as well. Mr. Wisniewski, on behalf of the purchaser, stated their original plan was for a business office, but as they have looked more into the building and the historical significance of it, they are considering other options that would be compliant with the zoning and the surrounding area. The currently zoning was noted as heavy industrial.

Council Member Washington asked what types of businesses they were considering, and Mr. Wisniewski stated it would be an office or they have even considered loft apartments, but are aware they would have to rezone for that use. Mr. Matus admitted that the LBWL thought of just making it a parking lot, but have now see the purchaser's plans and are interested in their other options as well.

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

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

Council Member recapped the process on the request thus far, which included a separate request to un-dedicate the portion of the park for the tower. Mr. Kaschinske added to the explanation that this is the last piece of the process, will be a $19,800 annual payment with a 1.5% multiplier and renewable on 5 year terms with Verizon.

Council Member Spitzley stepped away from the meeting at 4:08 p.m.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE LAND LEASE WITH VERIZON AT CREGO PARK. MOTION CARRIED 2-0.

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

Council Member Spitzley returned to the meeting at 4:09 p.m.

Mr. Dorshimer provided details on the site which included that in 2015 it was vacant and sold by the City to the Eyde Company, at which they decided to develop into micro-apartments at 450-500 square feet. The OPRA itself he confirmed could be for 12 years, but they requested seven (7) years. The property was in poor condition, and they have addressed all the environmental issues but it took longer than expected so they are requesting an amendment to the completion date of 12/31/2019. The life of the OPRA itself, he confirmed would not be extended, they would just lose a year. The project will be $350,000 in abated taxes over the time frame which will end in 2023.

Council Member Spitzley stepped away from the meeting at 4:12 p.m.

Council Member Washington inquired into what the target market would be at. Mr. Clouse noted it would be young professionals into the 96 units, of which 4-5 will be 2 bedrooms at 836 square feet. They will be market rate units he added.

Council Member Spitzley returned to the meeting at 4:13 p.m.

Regarding the progress so far, Mr. Clouse referenced documents he brought which represented renderings, plans, and the bid documents. They have begun interviewing general contractors and have a target start date of September 2018, with the completion date of 12/31/2019. It was asked and noted that they will be working with local labor.

Council Member Hussain asked Mr. Venker if this was a significant change or a change that would require the regularly required public hearing for an OPRA. Mr. Venker initially noted it would not because it was not extending the OPRA itself, but he would research and confirm back with the Committee yet today.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION TO AMEND THE PROJECT COMPLETION DATE TO DECEMBER 31, 2019.

Mr. Clouse informed the Committee one last item, that they have demolished the interior, but will not remove or demolish the windows until construction begins.

Council Member Spitzley asked for a price point on the 96 units. Mr. Clouse provided the figure of $710-$950 a month in rent.

MOTION CARRID 3-0.

DISCUSSION – Future of Life O'Riley property

Council Member Hussain explained that he invited Mr. McGrain and Mr. Schertzing to attend to speak on the property because in the past the City were given promises when they gave permission to abate the items on the property. The Council is interested in the next steps, the tax sale, and where the City is at in marketing the property.

Mr. Schertzing stated that the property is one (1) of 120 properties that will go up for tax foreclosure at an auction on July 24th. The properties that do not sell at that property then go to a second auction on August 28th. The current figure for this property he noted was $430,000, but their opinion was that there would not be any buyers at that price. Mr. Schertzing noted that if it goes to the second auction, this property will drop in price to starting bid at $200,000. Mr. Schertzing made the Committee aware that with this tax foreclosure process, it will wipe out all the taxes owing on the property, therefore his suggestion was that there would be no reason for the City to buy it to develop and pay the County and school taxes. After the 2nd auction if it does not sell, it is available to the City to acquire for $0 or it will go to the Landbank.

Mr. McGrain explained to the Committee that they have been having meetings on the property because it has the access to the highway, the neighboring commercial property, and is a blank slate, then have recently met with LEAP the week of June 11th. Mr. McGrain admitted that the City Administration does not expect someone to pay the $430,000 price, but have spoken publicly on the potential of planned unit future housing, which in his opinion makes the most sense.

Council Member Hussain strongly urged the Administration and the County to market the property for the auction to get the right buyer. He also asked them to reach out to the neighboring properties and neighborhoods to update them on the auction process of a tax foreclosure sale. Mr. McGrain asked that if any Committee or Council members get inquiries from the residents or developers to forward to him and he would be interested in speaking to them. He added that he wanted to make it clear, that there is no expectation that the property will continue in its current form, which has turned into a "park" and dog walking park. His opinion was that the City does not need another park, but needs to focus on maintaining the parks they currently have. If the property sells at the auction the City does not have the control, however if they acquire it after the second auction because of no sale they could. Mr. Schertzing noted that his office maintains absolute control in the process, and they have even contracted out for a limited environmental assessment on the property. This resulted in the finding of some gas contamination on site, which triggers a Brownfield funding mechanism. The County also did a feasibility study for owner occupied homes, which they will have before the auction. Council Member Spitzley asked if the property has to go to auction, and if there was a unique way to have a "call for offers for developers". Mr. Schertzing explained that he auction will wipe out the $270,000 in back taxes, and if the City wanted to hold it, they would have to purchase it and therefore pay the County and schools those back taxes. His opinion was not to do that and spend the money, but wait to see if it sells and if not the City will get for $0. He did encourage the City to reach out for incentives that could be offered to any purchaser. Council Member Washington asked Mr. McGrain to reach out to the developers of East Village, then asked if the School for the Blind was a Land Bank property. She was informed the Landbank purchased a portion, but there was also a portion that was Cinnaire, Lansing Housing Commission and Lansing Coalition, and a portion still owned by the school. Council Member Hussain again encouraged the Administration and the County to work on marketing the property for the auction, and asked if the City can say "no" to a purchaser they don't want there, and was told by Mr. Schertzing; yes. The Committee then discussed options they would consider such as NEZ (Neighborhood Enterprise Zones), and bonding to clean up the site.

Mr. Wilkes spoke on his concern and opposition to low income housing on the site, and stated that he has never heard at any meetings with the neighborhoods that there is an assumption it will remain or become a park.

Mr. Schertzing ended his comments by stated he had spoken to the owner of Chisom Hills and they would consider adding acreage on his parcel to the west of this site and adding it to it for a developer, which would be about 10 acres.

Other
No other topics discussed.

Adjourn
Adjourned at 4:47 p.m.
Submitted by, Sherrie Boak,
Recording Secretary,
Lansing City Council
Approved by the Committee on_________________

Boak, Sherrie

From: qruhso|C flylfsoxv1frp
Sent: P rqgd|/#Mdqxdu|#48/#534;#4=7:#SP
To: Soxp p hu/#P dub|q
Subject: R qdqh#Irup #Vxep lwwdo#Dssdfdwlrq#iru#Dssrlqwp hqw#wr#Erdug#ru#Frp p lvvlrq

Application for Appointment to Board or Commission

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

- *Be a registered elector in the City of Lansing (Charter Section 2-102).*

- *Be a resident of Lansing for one year prior to taking office (Charter Section 2-102).*

- *Not be in default to the City at the time of taking office (Charter Section 2-103.2).*

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

(Section Break)

Date	1/15/2018
First Name	Jaclyn
Middle	*Field not completed.*
Last Name	Lillis-Warwick
Other name(s) by which you have been known, including maiden names	*Field not completed.*
Date of Birth	[redacted]
Address	2412 Boston Boulevard
City	Lansing
State	MI

Zip Code	48910
Email	jelillis@gmail.com
Gender	Female
Ward	4
Precinct	*Field not completed.*
Best phone number to contact you	[redacted]
Last 4 digits of social security number	[redacted]
In what year did you move to Lansing?	2011
Additional information regarding experience and credentials	Throughout my undergraduate, graduate, and professional careers I have worked as an archaeologist within the cultural and natural resource field. As such, I have almost 17 years of experience. I have conducted independent research as part of my Master's work which produced a much cited thesis, I have written up countless technical reports for cultural resource management projects, and I have also written for the general public documents explaining what archaeologists do. I have interacted with people of varying backgrounds from environmental project managers, gas pipeline employees, property owners, undergraduate students, municipal workers, and the list goes on.
Occupational Background	Since 2011, I have worked as a Collections Manager at the MSU Museum. My initial work was with the Native American Collections and federal repatriation laws and now I am managing the archaeology collections. In February 2013, I also became the Undergraduate Advisor for the Department of Anthropology. From 2006 to 2011 I worked as a Principal Investigator/Project Archaeologist at Commonwealth Cultural Resources Group, now Commonwealth Heritage Group, in the private cultural resource management sector.
Educational Background	I graduated from MSU with a BA in Anthropology in 2001. I graduated from the University of Wisconsin-Milwaukee with a MS in Anthropology and a Graduate Certificate in Museum Studies. in 2005 In both undergraduate and graduate work, I focused on archaeology sub-discipline of anthropology.
Please attach a resume if available	2018 Lillis-Warwick J.vitae.doc

First choice for board to serve on	Parks Board
Second choice of a board to serve on	Historic District Commission
Third choice of a board to serve on	*Field not completed.*
Fourth choice of a board to serve on	*Field not completed.*
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I am particularly interested in the Parks Board given my background in cultural and natural resource management. Moreover, I believe in the power place making and the role a city's park can play in bringing a community together. Whether it's through the concerts in the park, festivals of any sorts, or simply providing a safe environment for people to gather and interact, for children to play, and for the community to be a community. I have watched over the last few years as the Parks Board and the City of grappled with issues such as the Scott Sunken Garden and the BWL Development. This was a difficult situation, which I believe was also an opportunity to bring the community together to work towards a compromise.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	*Field not completed.*
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Jaclyn Lillis-Warwick

Date & Time	1/15/2018 1:45 AM

Email not displaying correctly? View it in your browser.

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Jaclyn Lillis-Warwick of 2412 Boston Blvd., Lansing, MI 48910 as an At-Large Member of the Historic District Commission for a term to expire June 30, 2021; and

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

WHEREAS, the Committee ____________ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment Jaclyn Lillis-Warwick of 2412 Boston Blvd., Lansing, MI 48910 as an At-Large Member of the Historic District Commission for a term to expire June 30, 2021.

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.

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 ft^2 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.

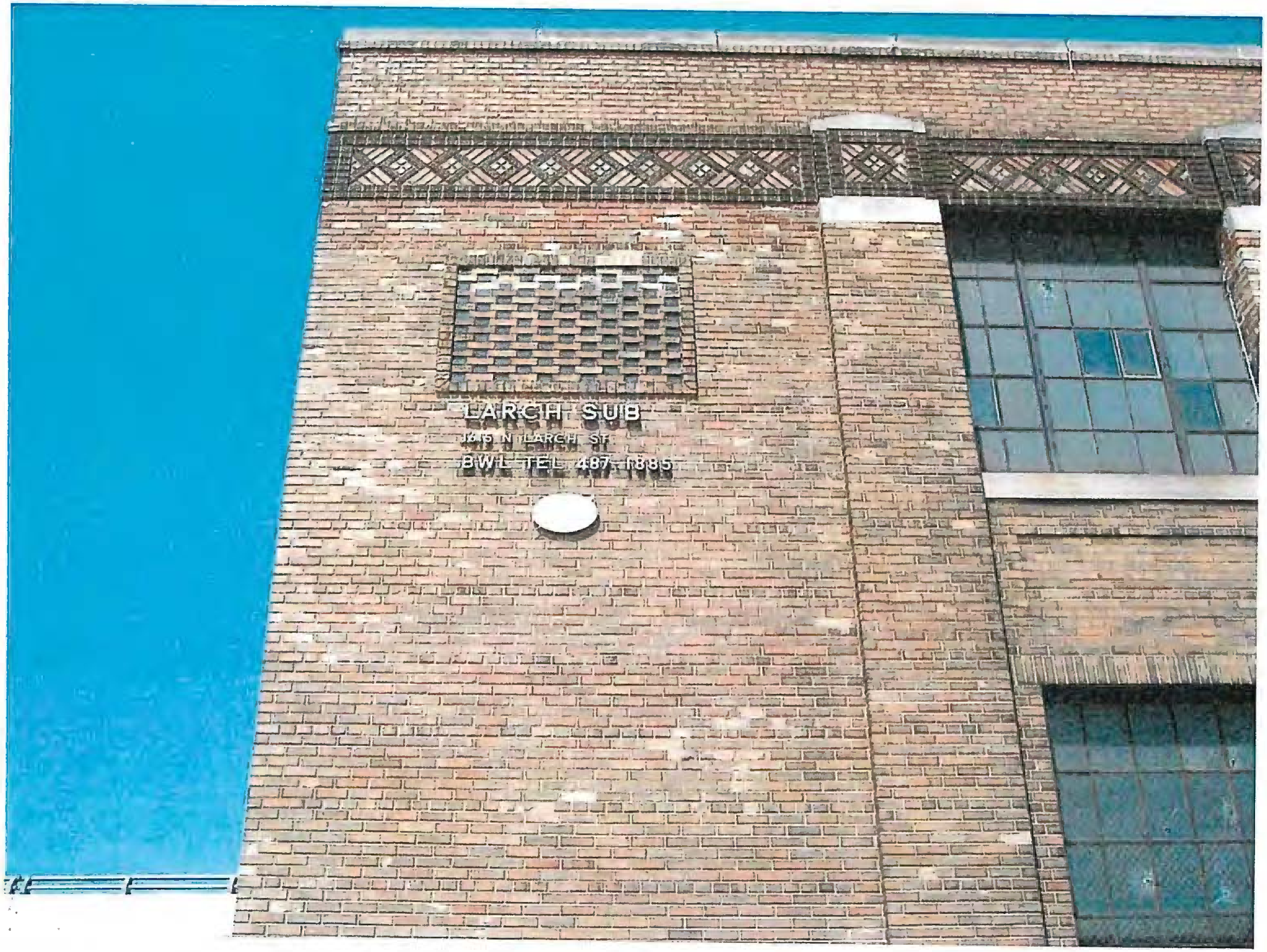
FURTHER RESOLVED, That this sale is expressly conditioned upon compliance with the Lansing City Charter or Codified Ordinances of the City of Lansing, including approval of the sale by the Lansing City Council.

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
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

VAN W. MARTIN, CCIM, SIOR, CRE
Chairman and CEO
+1 517 319 9262
van.martin@cbre-martin.com

JULIE O'BRIEN
Senior Associate
Industrial & Logistics
+1 517 319 9215
julie.obrien@cbre-martin.com

STEPHEN HERSHFIELD
Associate
Corporate Services
+1 517 319 9223
stephen.hershfield@cbre-martin.com

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Executive Summary

Hometown People. Hometown Power.

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
Hometown People. Hometown Power.

Property Information

AERIAL

M= MELLING

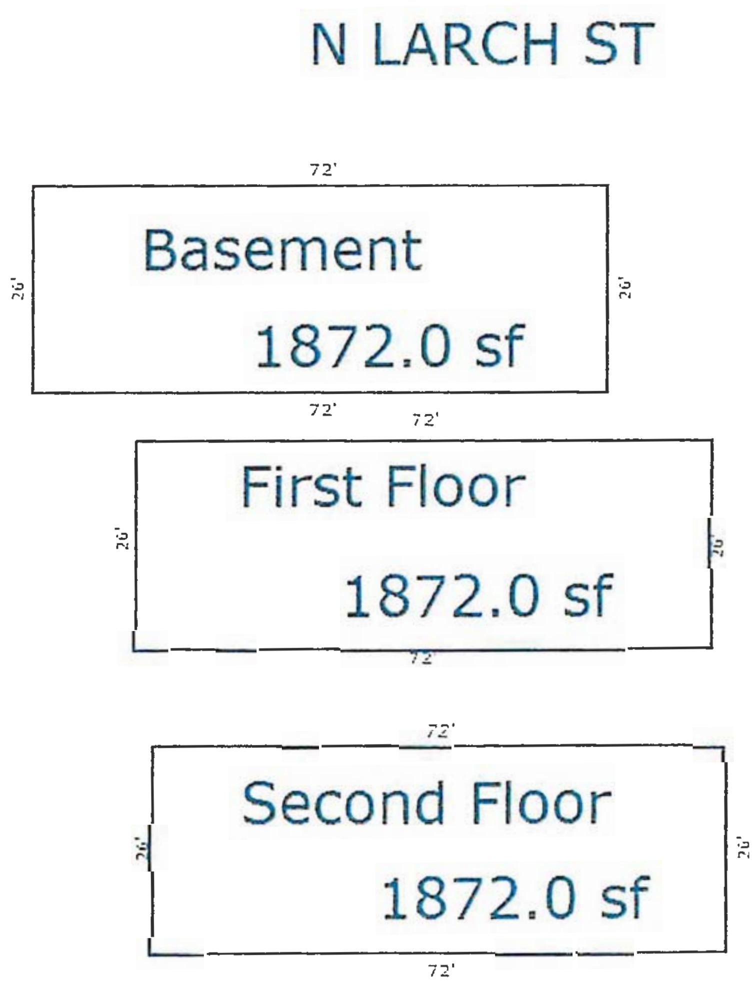
D= DEMMER

Property Information

AERIAL

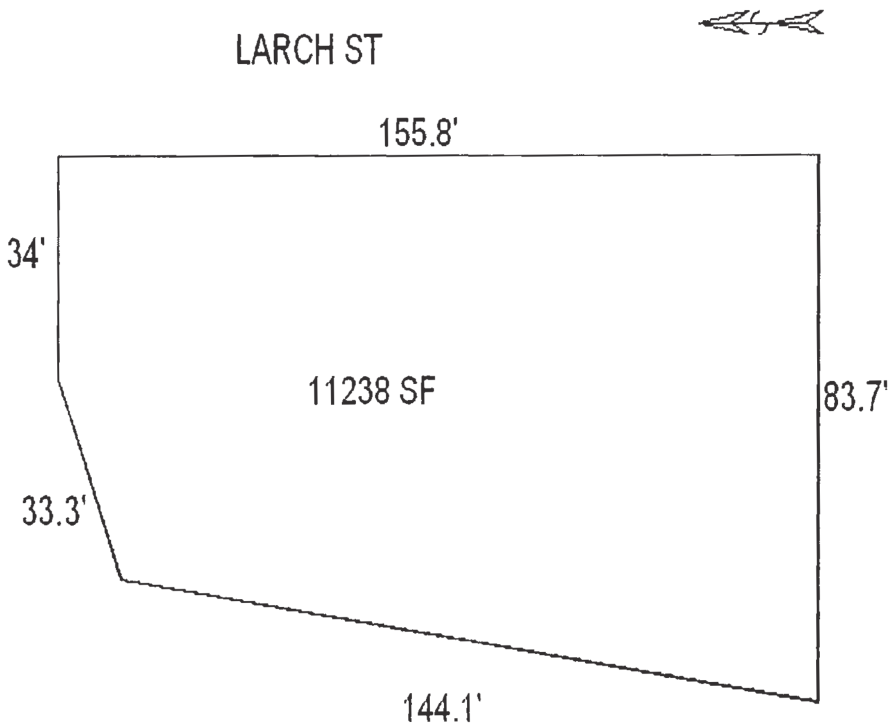
Property Information

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.

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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			

F:\docs\CBOR\D-Commercial Purchase Agreement 2.doc

GENERAL INFORMATION

APPLICANT:	AMERCO Real Estate Company 2727 N .Central Avenue, Suite 500 Phoenix, AZ 85004
OWNER:	UN Michigan, LLC 2290 Science Parkway Okemos, MI 48864
REQUESTED ACTIONS:	Rezone 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from "DM-4" Residential district to "G-2" Wholesale district
EXISTING LAND USE:	Vacant Hotel Building/Parking Lot
EXISTING ZONING:	"DM-4" Residential District
PROPOSED ZONING:	"G-2" Wholesale District
PROPERTY SIZE:	Irregular Shape – 4.813 acres
SURROUNDING LAND USE:	N: Office building S: I-96/Commercial E: Office building W: Retail commercial
SURROUNDING ZONING:	N: "DM-4" Residential & "G-2" Wholesale Districts S: "F" Commercial District E: "A" Residential District W: "DM-4" Residential & "G-2" Wholesale Districts
MASTER PLAN:	The Design Lansing Comprehensive Plan designates the subject property for "Suburban commercial" land use. Pierpont Street is designated as a local street. S. Pennsylvania Avenue is designated as a principal arterial.

DESCRIPTION:

This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from "DM-4" Residential to "G-2" Wholesale District. The purpose of the rezoning is to permit the conversion of the building at this location into a self-storage facility and a truck and trailer sharing facility with related retail uses.

AGENCY RESPONSES

BWL:

Building Safety: No objections.

Development Office:

Fire Marshal:

Parks & Recreation: No comments.

Public Service: Public Service E&I has no comments regarding the rezoning request. Any redevelopment of the site would be required to meet current site plan requirements.

Traffic Engineer: No comments or requirement on the rezoning request as it applies to traffic operations. Any comments regarding modifications to the site would be handled during the site plan process.

COMPATIBILITY WITH SURROUNDING LAND USE:

The applicant is requesting a rezoning of the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont from "DM-4" Residential to the "G-2" Wholesale district. The purpose of the rezoning is to permit the conversion of the existing building at 1048 Pierpont, which is a multi-story, vacant motel building, to a self-storage facility and to permit the construction of additional storage buildings on the subject property.

As evidenced by the attached zoning map, the proposed rezoning will be consistent with the established zoning pattern in the area and will clearly not result in a "spot zone" since the subject property is surrounded by "G-2" Wholesale zoning to the north and west. The parcel to the east is landlocked (no road frontage), irregularly shaped and zoned "A" single family residential, thus making it unbuildable unless it were to be combined with one of the adjoining properties and rezoned to a designation that would allow for the types of uses that would be appropriate, given its location. The subject property adjoins I-96 to the south.

The 2 properties that are the subject of this request are the only properties on Mercantile Way that are not currently zoned "G-2" Wholesale. It is unclear as to why 1030 and 1048 Mercantile are zoned "DM-4" when the uses located thereon (motel, office building, parking lot) are not permitted uses in that district. The "DM-4" Residential district is a high density multiple family residential zoning designation that does not permit commercial or office uses or parking lots that do not serve a use permitted in the "DM-4" district. The "DM-4" district is not an appropriate zoning designation for the subject property as it essentially only permits apartments which would not be a desirable land use for the subject property, given the surrounding zoning and land use patterns in the area. The "G-2" Wholesale district, by contrast, allows for commercial, office and storage/warehouse uses which would be compatible with the surrounding area.

COMPLIANCE WITH MASTER PLAN:

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

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

The Plan lists the following as "typical uses" for the "Suburban Commercial" land use category:

> "General and convenience retail uses; medium-density residential in a suburban format (see Medium-Density Residential, above); office; **and light industrial with special approval.**

Self-storage facilities qualify as light industrial uses, thus consistent with the suburban commercial land use category as defined and described in the master plan. Such uses should be located in areas where they are easily accessible from but not located directly on a principal arterial. Since storage facilities are not customer-oriented businesses per se and do not generate much traffic, they can result in holes of little activity, with detracts rather than contributes to the vibrancy of commercial corridors. The subject property is an ideal location for the proposed storage facility. The site is located on a secondary, non-residential street in close proximity to but not directly on S. Pennsylvania Avenue, which is a principal arterial.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. Storage facilities typically generate a very low volume of vehicular traffic and virtually no pedestrian traffic.

IMPACT ON PUBLIC FACILITIES:

The site is served by all necessary public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no negative impacts on the physical environment. The only proposed changes to the site at this time are 2 additional storage buildings in the parking lot north of the existing building. Administrative site plan review and approval will be required prior to issuance of a building permit for the new buildings, during which the site will be reviewed for compliance with all City codes and ordinances including those regulating storm water management.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant's request will not be disruptive to the development pattern in the area. In fact, the proposed rezoning will actually eliminate an inappropriate zoning designation and will bring the zoning of subject property into consistency with the surrounding zoning pattern, as described above and as depicted on the attached zoning map.

SUMMARY

This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from "DM-4" Residential to "G-2" Wholesale District. The purpose of the rezoning is to permit the conversion of the building at this location into a self-storage facility and a truck and trailer sharing facility with related retail uses.

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

RECOMMENDATIONS

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

> Approval of Z-3-2018 to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from "DM-4" Residential district to "G-2" Wholesale district.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

AS-SURVEYED PERIMETER DESCRIPTION AS REQUESTED BY CLIENT:

LOT 1, HOLIDAY PLAZA, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 27 OF PLATS, PAGE 32, INGHAM COUNTY RECORDS, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID HOLIDAY PLAZA, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 28 DEGREES 08 MINUTES 03 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 83.04 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 04 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 49.85 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 143.28 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 329.97 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 52.68 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 233.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PIERPONT STREET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PIERPONT STREET, A DISTANCE OF 249.59 FEET; THENCE 66.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PIERPONT STEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 63 DEGREES 25 MINUTES 35 SECONDS AND A CHORD WHICH BEARS SOUTH 73 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 63.08 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 485.98 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS HIGHWAY I-96; THENCE SOUTH 68 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS HIGHWAY I-96, A DISTANCE OF 639.31 FEET TO THE POINT OF BEGINNING. CONTAINING 4.813 ACRES OF LAND, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD.

USE COMPARISON					
Use	Square Feet	Traffic Volume		Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,258 trips	11 am - 11 pm 12 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7

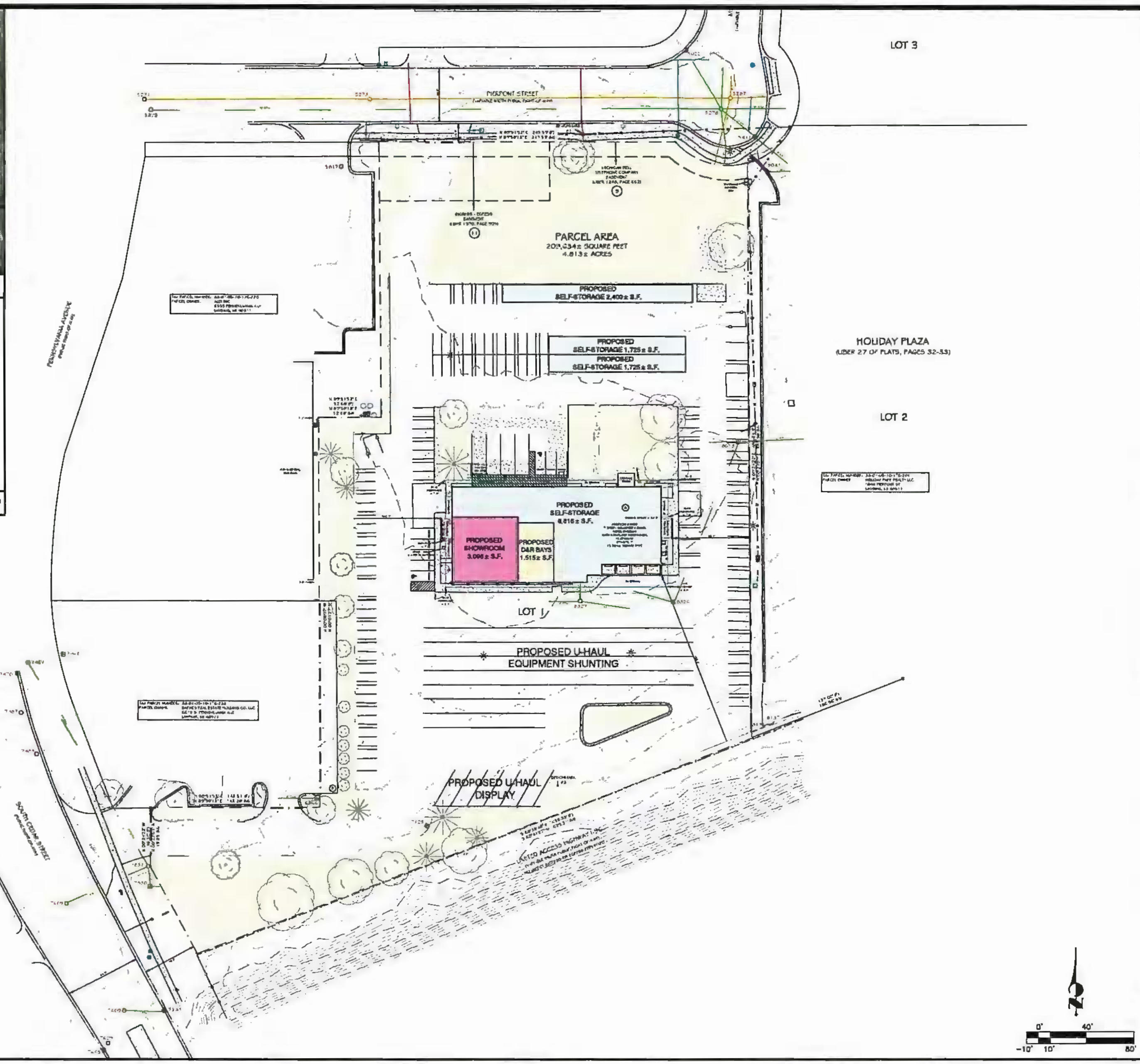
U-Haul looks forward to working with the City of Lansing as you consider the petition for re-zoning we are currently submitting.

Sincerely,

Holly Reading Keilman
AMERCO Real Estate - Planner

AERIAL N.T.S

FLOORS 2- 7 SCALE: 1'= 40'



PRELIMINARY SITE PLAN

SHEET NOTES:

REVISIONS:

PROFESSIONAL SEAL:

PRELIMINARY DOCUMENTS NOT FOR CONSTRUCTION FOR INFORMATION ONLY

ARCHITECT LOGO:

AMERCO
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: (602) 263-6502

SITE ADDRESS:
U-HAUL SOUTH LANSING
1030 PIERPONT DR.
LANSING, MI 48911

SHEET CONTENTS:
PRELIMINARY
SITE PLAN

751075

SP-1

Legend

roads_final

FEMA Flood Zones

Flood Zone

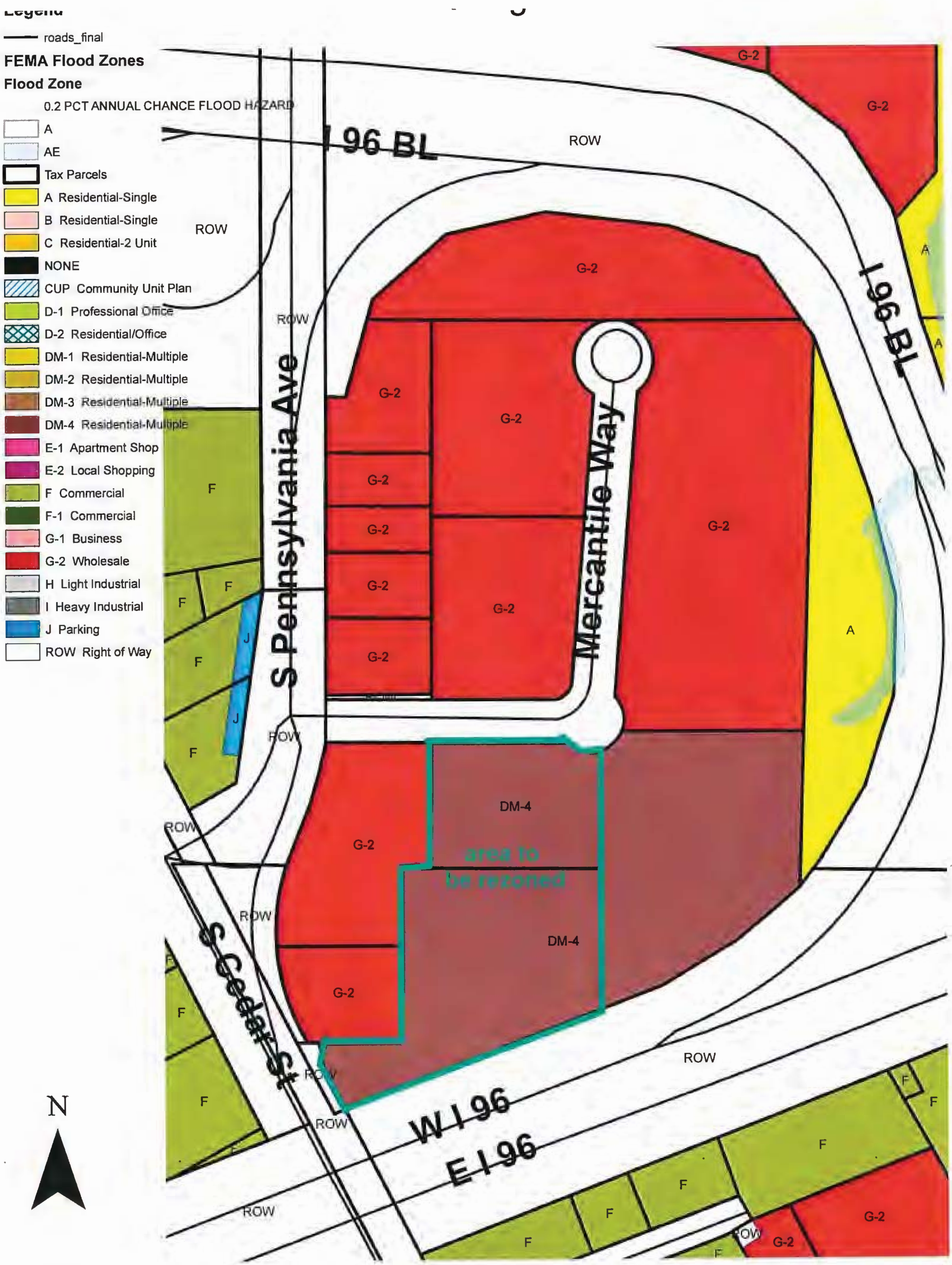
0.2 PCT ANNUAL CHANCE FLOOD HAZARD

A

AE

Tax Parcels

N


roads_final
FEMA Flood Zones
Flood Zone
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
A
AE
Tax Parcels
A Residential-Single
B Residential-Single
C Residential-2 Unit
NONE
CUP Community Unit Plan
D-1 Professional Office
D-2 Residential/Office
DM-1 Residential-Multiple
DM-2 Residential-Multiple
DM-3 Residential-Multiple
DM-4 Residential-Multiple
E-1 Apartment Shop
E-2 Local Shopping
F Commercial
F-1 Commercial
G-1 Business
G-2 Wholesale
H Light Industrial
I Heavy Industrial
J Parking
ROW Right of Way
I 96 BL
ROW
G-2
A
S Pennsylvania Ave
Mercantile Way
F
J
DM-4
area to be rezoned
S Cedar St
W I 96
E I 96
N

AMERCO®
REAL ESTATE COMPANY
2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
Phone: 602.263.6555 • Fax: 602.277.5824 • Email: holly_reading@uhaul.com

Narrative Project Summary

AMERCO Real Estate Company (AREC) has prepared this application package for the opportunity to receive the City of Lansing's participation and counseling in regards to rezoning the property located at 1048 Pierpont St. Lansing, MI. AREC is the wholly owned real estate subsidiary of the U-Haul System.

The proposed 4.813 acre property is located at 1048 Pierpont St. Lansing, MI. U-Haul is proposing an adaptive reuse of the existing 77696 SF building by converting it into a U-Haul Moving and Storage Facility. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

The property is currently zoned DM4- Multi Family Residential. Our uses are not permitted in DM4 and require us to rezone the property to G2. The properties surrounding 1048 Pierpont St. are also zoned G2 and would fit in with the current land use plan. U-Haul is proposing to apply for the rezone to allow for our uses of self-storage, truck & trailer share and a small retail showroom. The building will be used structurally as is with the exception of imaging and signage.

Custom site design for every U-Haul store assures that the facility compliments the community it serves. Adherence to community objectives is key in order to ensure each U-Haul store is both a neighborhood asset and an economic success.

U-Haul is more of a commercial type use that serves the residential communities within a 3-5-mile radius. We feel the U-Haul would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store. Attractive imaging and brand name recognition bring in area residents — by our measures, those who live within a four-mile radius of the center.

The U-Haul Store:

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time. Families will generally arrive in their own automobiles, enter the showroom and may choose from a variety of products and services offered there. When situated near public transit, approximately 50% of those families utilize alternative transportation to access U-Haul equipment and services.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods, sporting equipment, or holiday decorations. During transition periods between moves, moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale, storage customers will typically rent a room for a period of two months to one year.

- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country.

- Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape and sustainable packing materials.

- Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs.

- Moving and storage are synergistic businesses. Over half of our storage customers tell us they used U-Haul storage because of a household move. Customers will typically use U-Haul equipment or their personal vehicle to approach the loading area and enter the building through the singular customer access. All new U-Haul stores are designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a more aesthetically pleasing exterior.

Significant Policies:

- Hours of Operation:

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.

Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.

- All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.

- It is against policy for a business to be operated from a U-Haul storage room.

- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so, and are assessed an additional fee.

- Items that may not be stored include: chemicals, flammables, and paints.

- U-Haul stores are protected by video surveillance.

- U-Haul stores are non-smoking facilities.

- U-Haul will provide added services and assistance to our customers with disabilities.

Traffic Study:

- U-Haul stores generate less vehicular traffic volume while still embodying an active-use site. Truck and trailer sharing and self-storage all represent dynamic transitions from one customer to another. DIY moving customers are presented with opportunities to utilize equipment and storage on a temporary basis, supporting a shared-economy, an effective economic model and an environmentally-sound way to conduct business.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

Z-3-2018, 1030 & Part of 1048 Pierpont Street
Rezoning from "DM-4 Residential District to "G-2" Wholesale District

The Lansing City Council will hold a public hearing on Monday, , 2018 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider **Z-3-2018.** This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street and the west, approximately 3.1 acres of the property at 1048 Pierpont Street from "DM-4" Residential to "G-2" Wholesale District. The purpose of the rezoning is to permit the subject property to be used for a self-storage facility and a truck/trailer sharing facility with related retail uses.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, 2018 at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

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, the property and structure were purchased and constructed with LBWL ratepayer funds; 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

1. Submitted @ mtg.

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 FURTHER RESOLVED, that upon closing of the sale, all net proceeds from the transaction may be retained by LBWL for its operation.

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.