



AGENDA
Committee on Development and Planning
Monday, September 17, 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

- August 20, 2018

4. Discussion/Action:

- A.) RESOLUTION –** Brownfield #73; Waypoint Residential LLC; 3600 Dunckel Road
- B.) RESOLUTION -** PRD 1-2018; 3600 Dunckel Road (South 9.6 Acres) & Adjoining Vacant Parcel
- C.) RESOLUTION -** Set Public Hearing; Brownfield #70; 735 Hazel Street Redevelopment
- D.) RESOLUTION –** ACT-5-2018; Vacate Alliance Drive and a portion of Technology Blvd.
- E.) RESOLUTION –** Appointment; Wayland Sanford; At Large Member of Board of Zoning Appeals; Term to Expire June 30, 2021

5. Other

6. Adjourn

DRAFT



MINUTES

Committee on Development and Planning
Monday, August 20, 2018 @ 4:00 p.m.
Council Conference Room, City Hall 10th Floor

CALL TO ORDER

Council Member Hussain called the meeting to order at 4:02 p.m.

PRESENT

Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair
Council Member Washington, Member- arrived at 4:03 p.m.

OTHERS PRESENT

Sherrie Boak, Council Staff
Jim Smiertka, City Attorney
Greg Venker, Assistant City Attorney
James Bell
Angie Bennett, Finance Director
Bryan Crenshaw, Ingham County Commissioner
Kathy Miles
Bill Rieske, Economic Development & Planning
Susan Stachowiak, Economic Development & Planning
Jeanna Paluzzi, Ingham County Land Bank
Elaine Womboldt
Rina Risper
Pam Dutcher
Kyle Kaminski

PUBLIC COMMENT

Public Comment taken at each agenda items.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE MINUTES FROM AUGUST 6, 2018 AS PRESENTED. MOTION CARRIED 2-0.

DISCUSSION/ACTION

RESOLUTION – Appointment; Angie Bennett; Lansing Appointee; Joint Building Authority; Term to Expire June 30, 2022

Council Member Hussain read the overview of the duties of the Board, which is a three (3) member Board consisting of One (1) County, one (1) City and one joint appointed. Ms. Bennett

explained more, that when the Veterans Memorial was built it was a joint effort on the building and financing of it. The Building Authority oversees it until the debt service is paid, which she added is still 1-2 more years. The Board itself is a standing board and therefore positions have to be filled. Council Member Washington inquired into how much longer the debt would last, and Ms. Bennett was not able to answer at this time. Mr. Smiertka did acknowledge that when the debt service goes away the Board will then need to be dissolved by both entities. Council Member Hussain asked if there was a residency requirement, and Mr. Smiertka asked that it is a statutory board and does not require it.

Ms. Miles asked if there was a conflict with a member of the Administration to sit on the Board. Mr. Smiertka stated it is an ex-officio by office, this is an administrative joint board. Council Member Washington confirmed with Ms. Bennett that she also sits on the LEPFA Board in an ex-officio position.

Ms. Womboldt asked when the Board would dissolve, and Council Member Hussain reiterated it would be after the debt service ended; 1-2 years.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF ANGELA BENNETT TO THE JOINT BUILDING AUTHORITY. MOTION CARRIED 3-0.

RESOLUTION – Appointment; James Bell; At-Large Member; Historic District Commission; Term to Expire June 30, 2020

Council Member Hussain informed the Committee that at a previous meeting it was noted there were no more positions on this Commission, however staff has clarified there was one more.

Mr. Bell provided information on his past experience in historic buildings and teaching. Over the last 19 years, it was noted, he had been working for the Lansing School District and recently retired. Council Member Washington asked if Mr. Bell was on any other boards and it was confirmed he was not. Council Member Washington provided him information on the current Ad Hoc on Housing and their plans for a proposed historic district.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF JAMES BELL TO THE HISTORIC DISTRICT COMMISSION.

Ms. Womboldt and Ms. Risper recognized Mr. Bell.

MOTION CARRIED 3-0.

MINUTES- continued

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM JULY 16, 2018 AS PRESENTED. MOTION CARRIED 3-0.

RESOLUTION – Release of Deed Restriction; 1416 New York Avenue

Mr. Venker provided the historical information the property which was originally platted at 30' wide, so in the 1970's-1980's the City purchased the vacant lots because they were too small to build on, and sold to adjacent lots so they could enlarge their lots. Mr. Venker went on to detail that in this case, the entire 30 fee was sold to 1416 New York and in turn they combined this parcel with their parcel put in a driveway and built a garage on this portion. At the time of the transfer, there was a requirement that the owners could not let the parcel become a nuisance, or it reverted back to the City. The original owners have since deceased and the son as the

executor, he is trying to sell, but the bank will not allow the sale because of the recorded revert clause, even though the only thing on that portion is the driveway and garage. In conclusion, Mr. Venker stated that the resolution in front of the Committee is to release the earlier mentioned revert clause, and since the value is less than \$50,000 there is no hearing required and the document does not have to be placed on file for 30 days. Council Member Spitzley asked if there were many lots in this situation in the City. Mr. Venker and Mr. Smiertka confirmed there were more that were done in that mentioned time frame, so as they sell the City could see more of this request. If a large amount of these requests occur, they recommended the consideration of a blanket resolution to release them via the City Attorney office instead of a resolution by Council. Council Member Washington requested that the Committee Chairperson consider that option with the Council President.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR THE RELEASE OF DEED RESTRICTION FOR 1416 NEW YORK AVENUE. MOTION CARRIED 3-0.

RESOLUTION – Introduction & Setting Public Hearing Z-4-2018; 1141 N. Pine Street; D-1 Professional to DM-1 Residential

MOTION BY COUNCIL MEMBER SPITZLEY TO REMOVE THE ITEM FROM THE TABLE FOR DISCUSSION AND ACTION. MOTION CARRIED 3-0.

Ms. Stachowiak outlined the request for a DM-1 Residential zoning because the applicants would want to apply for the following SLU application also so they can have a residential treatment center on site. She noted that they would need both requests to be approved for them to consider moving on the use, however if they stay with what it is currently, D-1 Professional, they have more options with office and residential use, just not an option for a treatment facility.

Ms. Paluzzi informed the Committee that in September 2017 there was an offer and it was structured as acquiring the property like residential without any due diligence. The buyer, MMRS, and the Land Bank were under the impression their proposed use was allowable and therefore there was never a call made to City staff to confirm that. They did their due diligence and started the required meetings, at that point they then found out that the zoning was not appropriate. Ms. Paluzzi continued explaining that the Land Bank Board then passed a resolution that they would agree to continue with the purchase with the applicant, MMRS with the same terms to the last amendment to the last purchase offer as long as it was not contingent on rezoning by July 31, 2018. This date was put in to move the process along, but with the discussion of the process with MMRS, and a lack of any purchase offers from any on else, it does not preclude MMRS to submit another purchase offer if they get their rezoning from the City. Council Member Spitzley asked for confirmation that the applicant missed the Land Bank deadline, and Ms. Paluzzi confirmed it was July 31, 2018. Mr. Crenshaw added to the discussion that the according to the Ingham County minutes, they had to have a binding offer in writing. As of their August 6th meeting there was no written offer on file, so their attorney informed them the prospective buyer (MMRS) has no ownership because there was not a written offer by July 31, 2018. Council Member Spitzley asked Ms. Paluzzi if the Land Bank would accept a new offer, and Ms. Paluzzi stated the original offer had a July 31st deadline and if it was missed there was no discussion on precluding them from another offer, and at this time they have not accepted a new purchase offer.

Council Member Washington asked Law if in their opinion MMRS had any interest in the property at this time, and Mr. Smiertka confirmed that there is no interest. Mr. Crenshaw assured the Committee that the Land Bank Board has not taken any action.

MOTION BY WASHINGTON TO WITHDRAW THE REQUEST FOR THE REZONING AT 1141 N PINE BECAUSE THE APPLICANT HAS NO INTEREST IN THE PROPERTY.

Ms. Womboldt supported the action to deny.

Ms. Dutcher acknowledged the Committee for their action.

Mr. Smiertka confirmed there would not be any action required from Council on this item of the SLU.

MOTION CARRIED 3-0.

RESOLUTION – Set Public Hearing; SLU-1-2018; 1141 N. Pine Street; Residential Care Facility in DM-1 Residential for Mid-Michigan Recovery Services, Inc.

MOTION BY COUNCIL MEMBER SPITZLEY TO REMOVE THE ITEM FROM THE TABLE FOR DISCUSSION AND ACTION. MOTION CARRIED 3-0.

MOTION BY COUNCIL MEMBER SPITZLEY TO WITHDRAW THE REQUEST FOR THE SLU FOR 1141 N PINE BECAUSE THE APPLICANT HAS NO INTEREST IN THE PROPERTY.
MOTION CARRIED 3-0.

Mr. Smiertka confirmed with Ms. Stachowiak that she would send a letter to the applicant, and it was confirmed it would be done.

OTHER

FY19/20 Budget Policies and Priorities

The Committee was asked to provide any suggestions to Council staff by September 7th.

Adjourn

Adjourned at 4:40 p.m.

Submitted by, Sherrie Boak,

Recording Secretary,

Lansing City Council

Approved by the Committee on _____



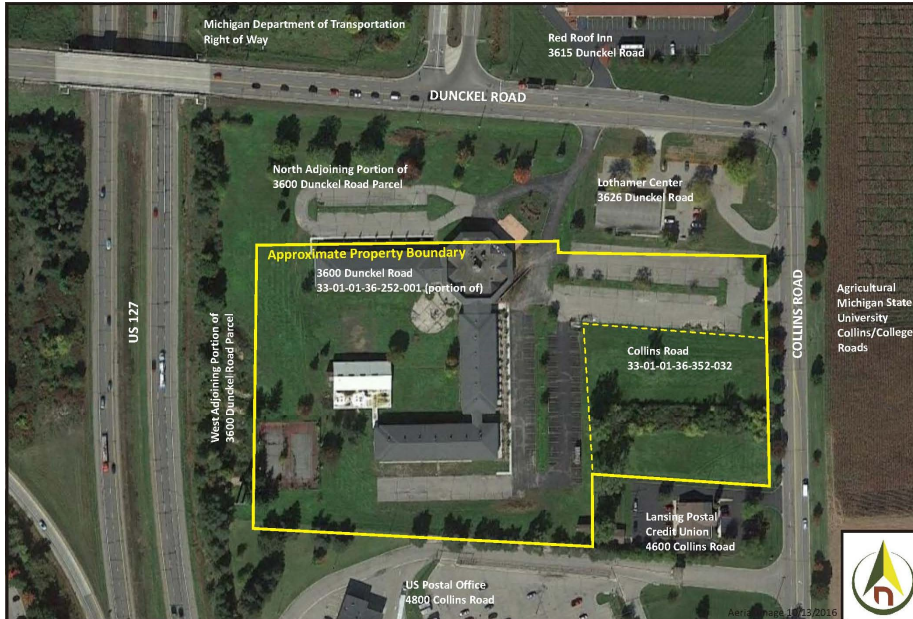
Brownfield Plan 73

Volaris Lansing
3600 Dunckel Road
Lansing, MI

MONROE
RESIDENTIALPARTNERS



Eligible Property



- **Project Name:**
 - Volaris Lansing
- **Applicant:**
 - WP Lansing-MI Owner, LLC
- **Subject Property:**
 - 3600 Dunckel Road
 - Parcel 33-01-01-36-252-001 (portion)
 - Parcel 33-01-01-36-352-032
 - Approximately 9.6 Acres
- **Eligibility Status:**
 - Functionally Obsolete
 - Facility



Project Team

➤ Purchaser/Developer

- WP Lansing-MI Owner, LLC 100% owned by Waypoint Residential Services, LLC 100% owned by Waypoint Residential, LLC

➤ Development Manager

- Monroe Residential Partners

➤ Property Owner

- HL Sub Illinois, Inc.

➤ Development Team

- Architect: Phillips Partnership
- Civil Engineer: Kebs
- Environmental Consultant: SME
- Brownfield Consultant: Triterra
- Brownfield Legal: Warner Norcross + Judd LLP
- General Contractor: Wieland

Waypoint Residential (Purchaser/Developer)

- Vertically integrated real estate investment management firm focused on the rental housing sector
- Approximately 100 real estate professionals
- 6 offices nationwide: Stamford, Atlanta, Boca Raton, Chicago, Dallas, Denver
- Investment Strategies: Acquisitions, Development
- Geography by Region: Northeast, Mid-Atlantic, Southeast, Southwest, Midwest, Mountain

Invested in	More than	Approximately
85	27,000	\$2.7 billion
Properties ⁽¹⁾	Units ⁽¹⁾	Total Investment Activity ⁽¹⁾

1. Includes investments acquired and currently under contract as of 11/30/17.

Waypoint Residential (Purchaser/Developer)





Monroe Residential Partners (Development Manager)

- Monroe Residential Partners (MRP) is a full service multifamily development and investment firm based in Chicago, Illinois.
- With a combined 70 years of experience specializing in the multifamily industry, the principals of the MRP have completed the acquisition, development and redevelopment of over 30,000 apartments and condominiums.





"3600 DUNCKEL ROAD, LANSING, MI 48910"

DUNCKEL ROAD (PUBLIC - 150' WIDE R.O.W.)

HOSPITALITY MOTOR SWS
LIBER 29 OF PLATE, PAGES 9-11

LOT 1

29.60 ACRES
(418,169 SQ. FT.)

POD & POND COVER

LOT 2

23-01-00-00-00-00
LANSING, MI 48910

2

ERICK R. FRIESTROM
PROFESSIONAL SURVEYOR

- To-be-retained by Seller
- **To-be-acquired by WP
Lansing-MI Owner, LLC**



Site Plan



Multifamily Statistics:

- Land (Acres Approx.): 9.6
- Building Count: Four
- Total Units: 286
- Average Unit SF (Approx.): 889
- Parking Spaces: 548
- Begin Construction: Dec-18
- End Construction: Jun-20

Multifamily Amenities:

- 4th Floor Rooftop Sky Deck
- Outdoor Landscaped Pool Courtyard & Grilling Stations
- Outdoor Dog Run
- Clubhouse
- Leasing Center
- On-Site Staff



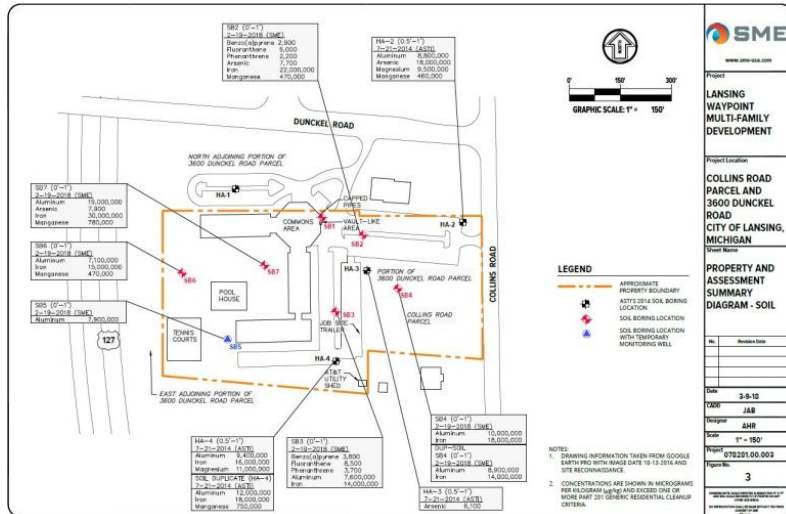
Multifamily Elevation



- The Project includes \$52 million in total investment for a complete redevelopment of the property.
- The redevelopment is anticipated to generate 5 new full-time equivalent (FTE) jobs.
- Project is also expected to create/leverage 200 temporary construction related jobs.



Brownfield Conditions



Statement of Obsolescence:

- The City of Lansing Assessing Department issued a statement of obsolescence for the existing improvements located at 3600 Dunckel Road on October 6th, 2016.



Environmental:

- SME ordered Phase I and II environmental assessments and findings indicate metals and polynuclear aromatic hydrocarbon (PAHs) are present which exceed Michigan's generic residential criteria.



Asbestos & Lead Based Paint:

- SME performed an asbestos demo survey and found both materials containing asbestos and lead based paint within the existing structures on site.



Geotechnical:

- Geotechnical evaluations conducted at the site identified fill soils that are unsuitable for traditional foundation systems and recommend the placement of engineered fill over suitable natural soils and the use of shallow spread or continuous footings.



Eligible Activities

- Environmental Assessment – Phase I, Phase II, BEA
- Due Care Activities – Soil Management
- Asbestos Survey and Abatement
- Demolition – Existing Improvements
- Site Preparation
 - Geotechnical Engineering and Design, Specialized Foundations
 - Excavation of Unsuitable Soils, Importing of Engineered Fill
- Infrastructure Improvements
 - Integrated Parking Structures
- Public Improvement Feature
 - A \$500,000 private contribution from Developer to the Lansing Brownfield Redevelopment Authority and City of Lansing for a to-be-determined public improvement feature located at or near the intersection of Dunckel and Collins Road.



Total New Taxes

Total New Taxes Generated	\$13,700,683
Portion Captured to Reimburse Developer	\$6,150,726
Portion Captured for Public Infrastructure Improvement Feature	\$500,000
Portion Captured for Lansing BRA (Plan Administration and LBRF)	\$738,970
Total Captured	7,389,696
Remainder to Taxing Units	\$6,310,987

New Taxes – Captured for Eligible Activities

Environmental Assessment and Due Care Activities	\$255,842
Asbestos Activities	\$159,000
Demolition Activities	\$523,674
Site Preparation	\$2,278,070
Infrastructure Improvements	\$1,294,905
Subtotal Eligible Activities Cost	\$4,511,490
15% Contingency	\$674,789
Preparation of Brownfield Plan	\$20,000
Implementation of Brownfield Plan	\$15,000
Interest (3%, simple)	\$1,429,448
Total Anticipated TIR for Developer and LBRA Reimbursement	\$6,650,727
LBRA Plan Administration	\$369,485
LBRA Local Brownfield Revolving Fund (LBRF)	\$369,485
State Brownfield Revolving Fund	\$0
Total “Local-Only” TIR Capture	\$7,389,696



New Taxes – Not Captured

➤ New TAXES generated that pass through to taxing units

Local Millage (10% Pass-Through)	\$821,077
Lansing School District Operating (100%)	\$3,414,595
State Education Tax (100%)	\$1,138,198
City Debt (100%)	\$49,322
School Debt (100%)	\$887,795
Total Estimated New Taxes	\$6,310,987



Proposed Brownfield Plan



Brownfield Plan



Tax Increment Financing (TIF) for Eligible Brownfield Activities including Public Improvement Feature



Beginning 2019

Lansing Brownfield Redevelopment Authority



Lansing Brownfield Redevelopment Authority

Brownfield Plan 73

3600 Dunckel Road
Lansing, Michigan 48910

PREPARED BY:

Triterra
1375 S. Washington Avenue, Suite 300
Lansing, Michigan 48910
Contact Person: Dave Van Haaren
dave.vanhaaren@triterra.us
Phone: 517-702-0470

REVIEWED BY:

Lansing Brownfield Redevelopment Authority
1000 S. Washington Avenue, Suite 201
Lansing, Michigan 48910
Contact Person: Karl Dorshimer
karl@purelansing.com
Phone: 517-999-9039

July 6, 2018

Approved by the LBRA on _____

Adopted by the Lansing City Council on _____

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FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

ATTACHMENTS

Attachment A: Legal Description of the Property/ALTA Survey

Attachment B: Letter of Functional Obsolescence

Attachment C: Summary of Known Environmental Conditions

1. Project Summary Sheet

The purpose of this Brownfield Plan (the “Plan”) is to identify eligible activities and cost estimates for redevelopment of the property commonly known as 3600 Dunckel Road in Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of the property.

Project Name: Waypoint Dunckel (the “Project”)

Developer: WP Lansing-MI Owner, LLC
Chris Harness
13355 Noel Road, Suite 1310
Dallas, TX 75240

Property Location: 3600 Dunckel Road, Lansing, Michigan 48910 (the “Property”)

Parcel Information: Parcel ID 33-01-01-36-252-001 (a portion of the parcel)
Parcel ID 33-01-01-36-352-032

Type of Eligible Property: “Functionally Obsolete” and “Facility”

Project Description: The Project includes demolishing the existing functionally obsolete 102,000 square foot hotel that has been vacant for 10 years, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story buildings. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding, stucco and/or stone.

Brownfield Eligible activities include environmental assessment, due care activities, asbestos survey and abatement, demolition, site preparation, infrastructure improvements (including the “public improvement feature” privately funded by the Developer), preparation and implementation of the Brownfield Plan.

Total Capital Investment: Property and Building Improvements: Estimated at \$52,183,585 of which \$6,650,727 is estimated as eligible for Brownfield Reimbursement.

Estimated Job Creation/Retention: The redevelopment is anticipated to generate 5-8 new full-time equivalent (FTE) jobs. In addition, this redevelopment will result in the creation/retention of approximately 200 temporary construction related jobs.

Duration of Plan: 20 years

Total New Taxes Generated:

Uses	
Portion Captured to Reimburse Developer	\$6,150,726
Portion Captured for Public Infrastructure Improvement Feature	\$500,000
Portion Captured for Lansing BRA (Plan Administration and LBRF)	\$738,970
Total Captured	\$7,389,696
Remainder Passed-Through to Taxing Units	\$6,310,987
TOTAL NEW TAXES GENERATED	\$13,700,683

Use of Captured Taxes / Tax Increment Revenue (TIR):

Uses	
To Reimburse Developer for Eligible Activity Costs	\$4,546,490
To Reimburse LBRA/Lansing Regional Brownfield Coalition (LRBC) for Eligible Activity Costs under EPA Brownfield Assessment Grant	\$0
To Reimburse LBRA for Eligible Activity Costs under Local Brownfield Revolving Fund (LBRF)	\$0
To Reimburse Developer for Contingency (15%) on Eligible Activity Costs	\$674,789
To Reimburse Developer for Interest on Eligible Activity Costs	\$1,429,448
Total Reimbursement to Developer	\$6,650,727
To LBRA Plan Administration	\$369,485
To LBRA Local Brownfield Revolving Fund (LSBRF)	\$369,485

**3600 Dunckel Road Redevelopment
Brownfield Plan 73
July 6, 2018**

To State Revolving Fund (SRF)	\$0
TOTAL CAPTURED TAXES	\$7,389,696

New Taxes Generated that Pass-Through to Taxing Units:

Uses	
Lansing Operating	\$368,776
Ingham County	\$62,222
Ingham County Sum	\$121,108
Airport Authority	\$13,260
CATA	\$57,043
Capital Area District Library	\$29,593
Potter Park Zoo	\$7,778
Lansing Community College	\$72,222
Ingham Inter. School District	\$89,075
Lansing School District Operating	\$3,414,595
State Education Tax (6 mills)	\$1,138,198
City Debt	\$49,322
School Debt	\$887,795
TOTAL NEW TAXES	\$6,310,987

2. Purpose of Brownfield Plan and Past Use of the Property

The City of Lansing Brownfield Redevelopment Authority (Authority or “LBRA”), duly established by resolution of the City Council of the City of Lansing, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the LBRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381

The Plan will allow the LBRA to use tax increment financing to reimburse **WP Lansing-MI Owner, LLC** (the “Developer”) for the costs of eligible activities required to redevelop the eligible property located at 3600 Dunckel Road in the City of Lansing, Michigan, (the “Property”). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

Eligible Property		
Address	Tax ID	Basis of Eligibility
3600 Dunckel Road (a portion of the parcel)	33-01-01-36-252-001	Functionally Obsolete and Facility
Collins Road Parcel	33-01-01-36-352-032	Facility

The Property is located within the boundaries of the City of Lansing and is surrounded by commercial and agricultural property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property consists of a 9.6-acre parcel of land developed with a former hotel building consisting of a central commons area with a basement and three two-story wings. The remainder of the property is currently undeveloped with paved parking lots, landscaped areas, and grass-covered land. The property was developed for agricultural use by 1938. By 1970, the Property was developed with the current buildings and operated as a hotel. An outdoor pool and a tennis court were added by 1976. The outdoor pool was removed by 2015. The current utility shed was constructed in the early 1980’s. The Property has been vacant for over 10 years.

The Property is considered an “eligible property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local governmental unit under MCL 125.2782(k); (c) the Property has been determined to be “functionally obsolete” as defined in Section 2(s) of Act 381; and (d) the Property is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended).

On October 6, 2016, the City of Lansing, Assessors Office formally determined the Property is “functionally obsolete” as the term is defined in Section 2(s), of Act 381. The Assessing Office conducted a site inspection and determined the building suffers greater than 50% functional obsolescence. Refer to Attachment B, Letter of Functional Obsolescence.

The presences of contaminants at levels greater than generic residential use criteria is demonstrated by the results of a site assessment presented in the following document: Baseline Environmental Assessment (BEA) dated March 27, 2018, completed for Waypoint Residential Services, LLC, prepared by SME. A summary of known environmental conditions and a map depicting environmental impact at the Property is included in Attachment C.

3. Brownfield Project Description

The Project includes razing the existing 10-year vacant, functionally obsolete 102,000 square foot hotel, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story building structures. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding, stucco and/or stone.

Total capital investment is estimated at \$52,183,585. Redevelopment activities include environmental assessment, due care activities, demolition, site preparation, infrastructure improvements, preparation and implementation of the Brownfield Plan.

The Project will result in the revitalization and reuse of a vacant, functionally obsolete property in the City of Lansing, located immediately east of the I-496/US 127 entrance/exit ramps for Jolly Road, just west of Collins Road. This Project will result in the creation of 5-8 new, full time equivalent jobs. The Project is also projected to create/leverage 200 temporary construction related jobs.

4. Developer Eligible Activities

The Developer will be reimbursed with the new local property taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381 and include demolition, site preparation, infrastructure improvements and preparation of the Brownfield Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with the new local increment tax revenues generated by the Property redevelopment and captured by the LBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the “Reimbursement Agreement”). Eligible activities funded by the Developer include \$500,000 for public infrastructure improvements at or near the intersection of Dunckel and Collins Roads. The terms of this activity are outlined in the Reimbursement Agreement between the Developer and the Authority. The total cost of activities eligible for reimbursement from tax increment revenues is projected to be \$6,650,727 (including contingencies and interest).

ELIGIBLE ACTIVITIES

Environmental Activities

Environmental Assessment and Due Care Activities.....\$255,842.00

Total Environmental Activities.....\$255,842.00

Non-Environmental Activities

Asbestos Activities.....\$159,000.00

Demolition.....\$523,674.00

Site Preparation Activities.....\$2,278,070.00

Infrastructure Improvements

Integrated Parking Structures & Public Right of Way Improvements.....\$794,905.00

Public Improvement Feature.....\$500,000

Total MSF Eligible Activities.....\$4,255,648.00

Contingency (15%).....\$674,789.00

Brownfield Plan Preparation.....\$20,000.00

Brownfield Plan Implementation.....\$15,000.00

Interest (3.0%, simple).....\$1,429,448.00

Total Anticipate TIR Available for Reimbursement.....\$6,650,727.00

LBRA Plan Administration.....	\$369,485.00
LBRA Local Brownfield Revolving Fund	\$369,485.00
Total Local TIR Capture.....	\$7,389,696.00

Costs for Phase I ESA, Phase II ESA, Baseline Environmental Assessment, Asbestos Survey, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation. The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the LBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit of eligible activities described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Lansing City Council.

5. Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental property tax revenues outlined in Table 2 that are generated by the Property redevelopment and captured by the LBRA. The LBRA will not be obligated to reimburse the Developer for Eligible Activities completed after December 31, 2021. Reimbursement of Eligible Activities completed after December 31, 2021 will be evaluated by the LBRA on a case-by-case basis.

The taxable value of the Property is \$1,127,460 which is the initial taxable value for this Plan. The new projected taxable value for 2021 was estimated at \$10,725,000 upon completion of the Project. Estimated taxable values were based on an estimate provided by the City's Assessor. The actual taxable value will be determined by the City's Assessor after the Project is completed.

It is estimated that the LBRA will capture tax increment revenues from 2019 through 2040 to reimburse the Developer and the LBRA for the cost of eligible activities, pay for the LBRA's administration of the Plan and make deposits into the LBRA's Local Brownfield Revolving Fund (LBRF). Ten percent of the local taxes generated by the increase in taxable value will be returned to the taxing units.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future

taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

6. Method of Brownfield Plan Financing

The Developer is ultimately responsible for providing their own financing for the costs of eligible activities included in this Plan.

The inclusion of eligible activities and estimates of cost to be reimbursed in this Plan are intended to authorize the LBRA to fund such reimbursements. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

The LBRA will be reimbursed for its costs to administer the Plan by utilizing 5% of the new local taxes captured per year for the duration of the Plan. The LBRA will also deposit 5% of the new local taxes captured per year for the duration of the Plan for deposit into its LBRF. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

7. Amount of Note or Bonded Indebtedness Incurred

None.

8. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in this plan are covered or until the end of the year 2040 whichever occurs first.

9. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the Developer's private investment into the Project.

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units*	New Taxes for BRA Administration, LBRF Deposits and Developer Reimbursement	Total New Taxes
Lansing Operating	\$ 368,776	\$ 3,318,986	\$ 3,687,762
Ingham County	\$ 62,222	\$ 559,994	\$ 622,215
Ingham County Sum	\$ 121,108	\$ 1,089,973	\$ 1,211,081
Airport Authority	\$ 13,260	\$ 119,340	\$ 132,600
CATA	\$ 57,043	\$ 513,384	\$ 570,427
Capital Area District Library	\$ 29,593	\$ 266,338	\$ 295,932
Potter Park Zoo	\$ 7,778	\$ 69,999	\$ 77,777
Lansing Community College	\$ 72,222	\$ 650,002	\$ 722,225
Ingham Inter. School District	\$ 89,075	\$ 801,679	\$ 890,754
Lansing School District Operating	\$ 3,414,595	\$ 0	\$ 3,414,595
State Education Tax (6 mills)	\$ 1,138,198	\$ 0	\$ 1,138,198
State Education Tax to SBRF**	\$ 0	\$ 0	\$ 0
City Debt	\$ 49,322	\$ 0	\$ 49,322
School Debt	\$ 887,795	\$ 0	\$ 887,795
Total	\$ 6,310,987	\$ 7,389,696	\$ 13,700,683

* Increased by investment, but not captured for TIF reimbursement

** State Brownfield Revolving Fund

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

10. Legal Description & Site Map

The Property location and boundaries are shown on Figures 1 and 2. The legal description of the Property is provided in Attachment A.

11. Personal Property

This Brownfield Plan will capture incremental tax revenues resulting from personal property to the extent they are available.

12. Displacement of Persons

No persons will be displaced as a result of this project.

13. LBRA Local Brownfield Revolving Fund

No Local Site Remediation Revolving Funds will be used on this Brownfield Plan. Additionally, the LBRA will capture 5% of the new local taxes per year until the Developer's costs have been fully reimbursed for deposit into the LBRF. The LBRA will then capture all available tax increment revenues as permitted by Act 381. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

14. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Property Boundary Map

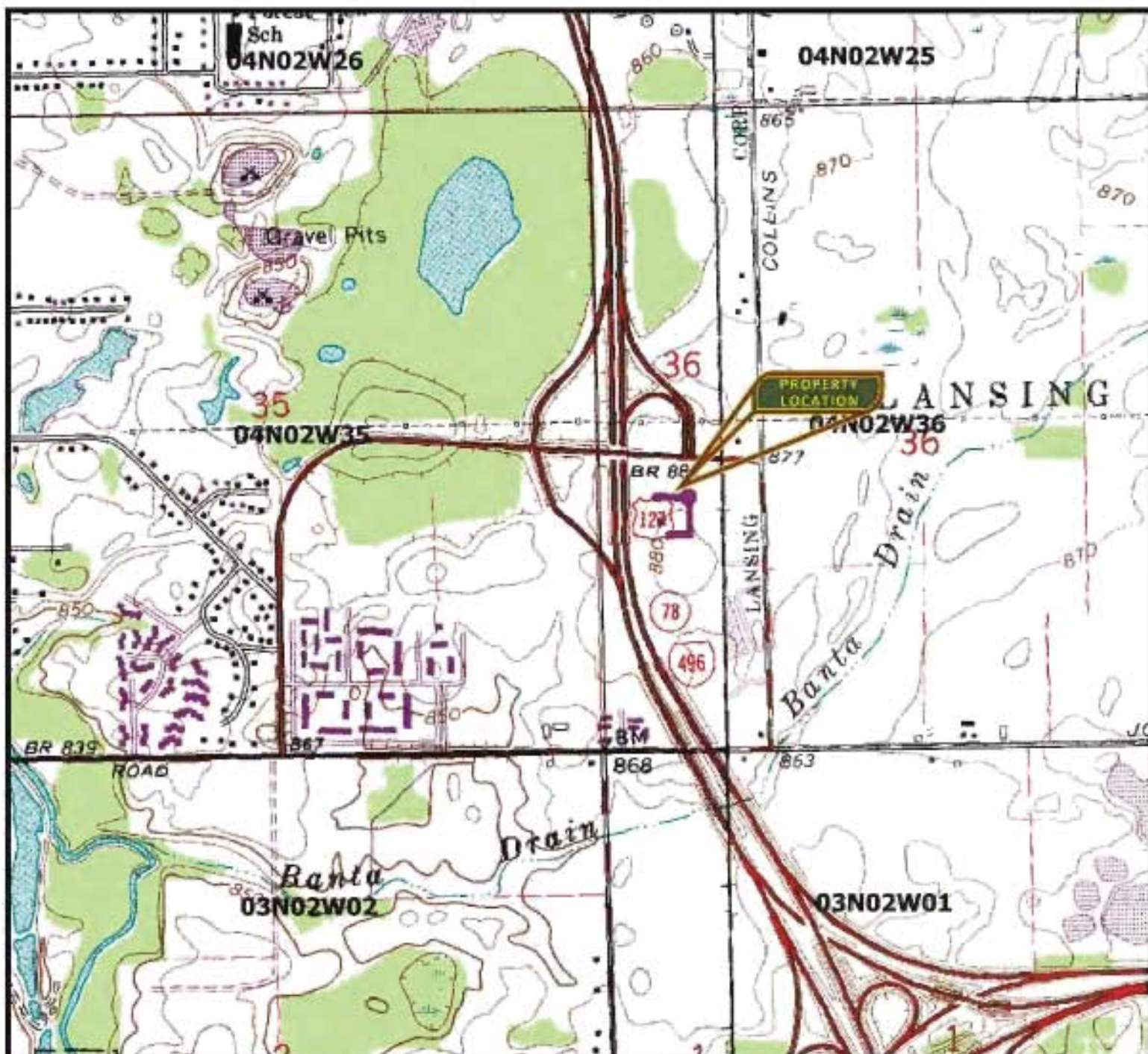


FIGURE 1 PROPERTY LOCATION

3600 DUNCKEL ROAD
LANSING, MICHIGAN 48910

INGHAM COUNTY
T. 04 N., R 02 W., SECTION 36

PROJECT NUMBER: 18-1891

ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

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TRI TERRA

FIGURE 2

PROPERTY ORIENTATION DIAGRAM

PROJECT NUMBER: 18-1891

**3600 DUNCKEL ROAD
LANSING, MICHIGAN 48910**

DIAGRAM CREATED BY: GAR

DATE: 5/24/2018

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 1
Brownfield Eligible Activities
3600 Dunckel Road
Lansing, MI
July 6, 2018

					REIMBURSEMENT PROGRAM ALLOCATION		
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	DEQ ACTIVITIES	MSF ACTIVITIES	LOCAL-ONLY ACTIVITIES
ENVIRONMENTAL ELIGIBLE ACTIVITIES							
Environmental Assessment and Due Care Activities							
Phase I Environmental Site Assessment	1	LS	\$ 2,900	\$ 2,900			\$ 2,900
Phase II Site Investigation	1	LS	\$ 10,500	\$ 10,500			\$ 10,500
Baseline Environmental Assessments	1	LS	\$ 3,500	\$ 3,500			\$ 3,500
Due Care Planning to meet Compliance with Section 2017a	1	LS	\$ 3,300	\$ 3,300			\$ 3,300
Documentation of Due Care Compliance (DCCC)	1	LS	\$ 2,800	\$ 2,800			\$ 2,800
Soil Management - Transportation	5,000	TNS	\$ 8	\$ 40,000			\$ 40,000
Soil Management - Disposal	5,000	TNS	\$ 35	\$ 175,000			\$ 175,000
Environmental Project Management and Oversight	1	LS	\$ 6,500	\$ 6,500			\$ 6,500
Due Care - Soft Costs including Bidding, Contractor Procurement, Oversight	1	LS	\$ 11,342	\$ 11,342			\$ 11,342
ENVIRONMENTAL ELIGIBLE ACTIVITIES SUB-TOTAL				\$ 255,842	\$ -	\$ -	\$ 255,842
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES							
Asbestos and Lead Activities							
Asbestos - Survey	1	LS	\$ 11,000	\$ 11,000			\$ 11,000
Asbestos - Abatement	1	LS	\$ 148,000	\$ 148,000			\$ 148,000
Subtotal Asbestos and Lead Activities				\$ 159,000	\$ -	\$ -	\$ 159,000
Demolition							
Demolition - Building #1 (2-Story Hotel)	56,630	SF	\$ 7	\$ 396,410			\$ 396,410
Demolition - Building #2	9,400	SF	\$ 5	\$ 47,000			\$ 47,000
Demolition - Site	1	LS	\$ 50,000	\$ 50,000			\$ 50,000
Demolition - Soft Costs including Permits / Disconnect Fees	1	LS	\$ 30,264	\$ 30,264			\$ 30,264
Subtotal Demolition Activities				\$ 523,674	\$ -	\$ -	\$ 523,674
Site Preparation							
Geotechnical Survey	1	LS	\$ 7,700	\$ 7,700			\$ 7,700
Geotechnical Engineering, Design and Oversight	1	LS	\$ 25,000	\$ 25,000			\$ 25,000
Soil Management - Excavation of Impacted/Urban Soils for Removal	5,000	TNS	\$ 11	\$ 55,000			\$ 55,000
Clearing & Grubbing, Land Balancing, and Grading	13	ACRES	\$ 55,000	\$ 698,500			\$ 698,500
Fill - Voids and Backfill for Foundations due to Unstable Soils	10,000	CY	\$ 13	\$ 130,000			\$ 130,000
Specialized Foundations due to Unstable Soils (Delta cost above traditional foundation)	1	LS	\$ 100,000	\$ 100,000			\$ 100,000
Compaction & Sub-base Preparation due to Unstable Soils	121,130	SF	\$ 4	\$ 423,955			\$ 423,955
Relocation of Existing/Active Utilities - OH Electric	1	LS	\$ 150,000	\$ 150,000			\$ 150,000
Relocation of Existing/Active Utilities - Water Main	3,530	LF	\$ 65	\$ 229,450			\$ 229,450
Relocation of Existing/Active Utilities - Storm Sewer	2,835	LF	\$ 60	\$ 170,100			\$ 170,100
Relocation of Existing/Active Utilities - Sanitary Sewer	1,105	LF	\$ 75	\$ 82,875			\$ 82,875
Surveying and Staking for Site Preparation Activities	1	LS	\$ 7,500	\$ 7,500			\$ 7,500
Temporary Construction Access	1	LS	\$ 25,000	\$ 25,000			\$ 25,000
Temp. Erosion Control - Mud Mat, Silt Fencing, Sed. Bags	3,300	LF	\$ 15	\$ 49,500			\$ 49,500
Temporary Fencing / Site Control - During Site Preparation Activities	1	LS	\$ 7,500	\$ 7,500			\$ 7,500
Temporary Traffic Control	1	LS	\$ 15,000	\$ 15,000			\$ 15,000
Site Preparation - Soft Costs	1	LS	\$ 100,990	\$ 100,990			\$ 100,990
Subtotal Site Preparation Activities				\$ 2,278,070	\$ -	\$ -	\$ 2,278,070
Infrastructure Improvements							
Integrated Parking Structure	17,000	SF	\$ 43	\$ 725,000			\$ 725,000
Entrance Improvements-Curbs, Gutters, Pavement/Approaches in Right of Way	1	LS	\$ 2,500	\$ 2,500			\$ 2,500
Sidewalks, Pavers and Landscaping in Right of Way	1	LS	\$ 10,000	\$ 10,000			\$ 10,000
Public Improvement Feature	1	LS	\$ 500,000	\$ 500,000			\$ 500,000
Infrastructure Improvements - Soft Costs	1	LS	\$ 57,405	\$ 57,405			\$ 57,405
Subtotal Infrastructure Improvement Activities				\$ 1,294,905	\$ -	\$ -	\$ 1,294,905
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUB-TOTAL				\$ 4,255,648	\$ -	\$ -	\$ 4,255,648
ENVIRONMENTAL AND NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUB-TOTAL				\$ 4,511,490	\$ -	\$ -	\$ 4,511,490
Contingency (15%)				\$ 674,789			\$ 674,789
Brownfield Plan & Act 381 Work Plan Preparation				\$ 20,000			\$ 20,000
Brownfield Plan & Act 381 Work Plan Implementation				\$ 15,000			\$ 15,000
Interest (3.00%, simple)				\$ 1,429,448			\$ 1,429,448
TOTAL ELIGIBLE COST FOR REIMBURSEMENT:				\$ 6,650,727	\$ -	\$ -	\$ 6,650,727
State Brownfield Revolving Fund							
BRA Administrative Fees				\$ 369,485			
Local Brownfield Revolving Fund (LBRF)				\$ 369,485			
GRAND TOTAL				\$ 7,389,696			
					0.00%	0.00%	100.00%

NOTES:
These costs and revenue projections should be considered approximate estimates based on expected conditions and available information. It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.
Costs for Phase I ESA, Phase II ESA, Baseline Environmental Assessment, Asbestos Survey, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation.

Table 2
Tax Increment Revenue Capture Estimates
3600 Dunckel Road
Lansing, MI
July 6, 2018

Estimated Taxable Value (TV) Increase Rate:				1% per year									
Plan Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
	1	2	3	4	5	6	7	8	9	10	11		
Base TV	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	
Estimated New TV	\$ 1,127,460	\$ 3,458,429	\$ 7,364,867	\$ 10,725,000	\$ 10,832,250	\$ 10,940,573	\$ 11,049,978	\$ 11,160,478	\$ 11,272,083	\$ 11,384,804	\$ 11,498,652	\$ 11,613,638	
Incremental Difference (New TV - Base TV)	\$ -	\$ 2,330,969	\$ 6,237,407	\$ 9,597,540	\$ 9,704,790	\$ 9,813,113	\$ 9,922,518	\$ 10,033,018	\$ 10,144,623	\$ 10,257,344	\$ 10,371,192	\$ 10,486,178	
School Capture		Millage Rate											
School Operating	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Education Tax (SET)	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
School Total:	0.0000	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Capture		Millage Rate											
Lansing Operating	19.4400	\$ -	\$ 45,314	\$ 121,255	\$ 186,576	\$ 188,661	\$ 190,767	\$ 192,894	\$ 195,042	\$ 197,211	\$ 199,403	\$ 201,616	
Ingham County	3.2800	\$ -	\$ 7,646	\$ 20,459	\$ 31,480	\$ 31,832	\$ 32,187	\$ 32,546	\$ 32,908	\$ 33,274	\$ 33,644	\$ 34,018	
Ingham County Sum	6.3842	\$ -	\$ 14,881	\$ 39,821	\$ 61,273	\$ 61,957	\$ 62,649	\$ 63,347	\$ 64,053	\$ 64,765	\$ 65,485	\$ 66,212	
Airport Authority	0.6990	\$ -	\$ 1,629	\$ 4,360	\$ 6,709	\$ 6,784	\$ 6,859	\$ 6,936	\$ 7,013	\$ 7,091	\$ 7,170	\$ 7,249	
CATA	3.0070	\$ -	\$ 7,009	\$ 18,756	\$ 28,860	\$ 29,182	\$ 29,508	\$ 29,837	\$ 30,169	\$ 30,505	\$ 30,844	\$ 31,186	
Capital Area District Library	1.5600	\$ -	\$ 3,636	\$ 9,730	\$ 14,972	\$ 15,139	\$ 15,308	\$ 15,479	\$ 15,652	\$ 15,826	\$ 16,001	\$ 16,179	
Potter Park Zoo	0.4100	\$ -	\$ 956	\$ 2,557	\$ 3,935	\$ 3,979	\$ 4,023	\$ 4,068	\$ 4,114	\$ 4,159	\$ 4,206	\$ 4,252	
Lansing Community College	3.8072	\$ -	\$ 8,874	\$ 23,747	\$ 36,540	\$ 36,948	\$ 37,360	\$ 37,777	\$ 38,198	\$ 38,623	\$ 39,052	\$ 39,485	
Ingham Intermediate School District	4.6956	\$ -	\$ 10,945	\$ 29,288	\$ 45,066	\$ 45,570	\$ 46,078	\$ 46,592	\$ 47,111	\$ 47,635	\$ 48,164	\$ 48,699	
Local Total:	43.2830	100.00%	\$ -	\$ 100,891	\$ 269,974	\$ 415,410	\$ 420,052	\$ 424,741	\$ 429,476	\$ 434,259	\$ 439,090	\$ 443,969	
Total Capturable Taxes:	43.2830	100.00%	\$ -	\$ 100,891	\$ 269,974	\$ 415,410	\$ 420,052	\$ 424,741	\$ 429,476	\$ 434,259	\$ 439,090	\$ 443,969	
Non-Capturable Millages - New Tax Revenue		Millage Rate											
Lansing Debt	0.2600	\$ -	\$ 606	\$ 1,622	\$ 2,495	\$ 2,523	\$ 2,551	\$ 2,580	\$ 2,609	\$ 2,638	\$ 2,667	\$ 2,697	
Lansing School Debt	4.6800	\$ -	\$ 10,909	\$ 29,191	\$ 44,916	\$ 45,418	\$ 45,925	\$ 46,437	\$ 46,955	\$ 47,477	\$ 48,004	\$ 48,537	
Total Non-Capturable Taxes:	4.9400												

Notes:

Table 2
Tax Increment Revenue Capture Estimates
3600 Duncel Road
Lansing, MI
July 6, 2018

Estimated Taxable Value (TV) Increase Rate:

Plan Year	2030 12	2031 13	2032 14	2033 15	2034 16	2035 17	2036 18	2037 19	2038 20
Base TV	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460	\$ 1,127,460
Estimated New TV	\$ 11,729,775	\$ 11,847,072	\$ 11,965,543	\$ 12,085,198	\$ 12,206,050	\$ 12,328,111	\$ 12,451,392	\$ 12,575,906	\$ 12,701,665
Incremental Difference (New TV - Base TV)	\$ 10,602,315	\$ 10,719,612	\$ 10,838,083	\$ 10,957,738	\$ 11,078,590	\$ 11,200,651	\$ 11,323,932	\$ 11,448,446	\$ 2,631,650

School Capture	Millage Rate								
School Operating	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Education Tax (SET)	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total:	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate								
Lansing Operating	19.4400	\$ 206,109	\$ 208,389	\$ 210,692	\$ 213,018	\$ 215,368	\$ 217,741	\$ 220,137	\$ 222,558
Ingham County	3.2800	\$ 34,776	\$ 35,160	\$ 35,549	\$ 35,941	\$ 36,338	\$ 36,738	\$ 37,142	\$ 37,551
Ingham County Sum	6.3842	\$ 67,687	\$ 68,436	\$ 69,192	\$ 69,956	\$ 70,728	\$ 71,507	\$ 72,294	\$ 73,089
Airport Authority	0.6990	\$ 7,411	\$ 7,493	\$ 7,576	\$ 7,659	\$ 7,744	\$ 7,829	\$ 7,915	\$ 8,002
CATA	3.0070	\$ 31,881	\$ 32,234	\$ 32,590	\$ 32,950	\$ 33,313	\$ 33,680	\$ 34,051	\$ 34,425
Capital Area District Library	1.5600	\$ 16,540	\$ 16,723	\$ 16,907	\$ 17,094	\$ 17,283	\$ 17,473	\$ 17,665	\$ 17,860
Potter Park Zoo	0.4100	\$ 4,347	\$ 4,395	\$ 4,444	\$ 4,493	\$ 4,542	\$ 4,592	\$ 4,643	\$ 4,694
Lansing Community College	3.8072	\$ 40,365	\$ 40,812	\$ 41,263	\$ 41,718	\$ 42,178	\$ 42,643	\$ 43,112	\$ 43,587
Ingham Intermediate School District	4.6956	\$ 49,784	\$ 50,335	\$ 50,891	\$ 51,453	\$ 52,021	\$ 52,594	\$ 53,173	\$ 53,757
Local Total:	43.2830	\$ 458,900	\$ 463,977	\$ 469,105	\$ 474,284	\$ 479,515	\$ 484,798	\$ 490,134	\$ 495,523
Total Capturable Taxes:	43.2830	\$ 458,900	\$ 463,977	\$ 469,105	\$ 474,284	\$ 479,515	\$ 484,798	\$ 490,134	\$ 495,523

Non-Capturable Millages - New Tax Revenue	Millage Rate								
Lansing Debt	0.2600	\$ 2,757	\$ 2,787	\$ 2,818	\$ 2,849	\$ 2,880	\$ 2,912	\$ 2,944	\$ 2,977
Lansing School Debt	4.6800	\$ 49,619	\$ 50,168	\$ 50,722	\$ 51,282	\$ 51,848	\$ 52,419	\$ 52,996	\$ 53,579
Total Non-Capturable Taxes:	4.9400								

Table 3
Tax Increment Revenue Reimbursement Allocation Table
3600 Dunckel Road
Lansing, MI
July 6, 2018

Developer/LBRA Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -		\$ -
Local	100.0%	\$ -	\$ 6,650,727	\$ -
TOTAL		\$ -	\$ 6,650,727	\$ -
DEQ	0.00%	\$ -		
MSF	0.00%	\$ -		

Estimated Total
Years of Plan: 20

Administrative Fees & Loan Funds*	
State Brownfield Revolving Fund	\$ -
BRA Administrative Fees	\$ 369,485
Local Brownfield Revolving Fund	\$ 369,485

* During the life of the Plan

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
	1	2	3	4	5	6	7	8	9	10	11	12	13		
Available Tax Increment Revenue (TIR)															
Total State Tax Capture Available	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State TIR Available for Reimbursement to Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Tax Capture Available	\$ -	\$ 100,891	\$ 269,974	\$ 415,410	\$ 420,052	\$ 424,741	\$ 429,476	\$ 434,259	\$ 439,090	\$ 443,969	\$ 448,896	\$ 453,873	\$ 458,900	\$ 463,977	
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ -	\$ 10,089	\$ 26,997	\$ 41,541	\$ 42,005	\$ 42,474	\$ 42,948	\$ 43,426	\$ 43,909	\$ 44,397	\$ 44,890	\$ 45,387	\$ 45,890	\$ 46,398	
Capture for BRA Administrative Fees (5% of available Local TIR after Pass-Through)	\$ -	\$ 4,540	\$ 12,149	\$ 18,693	\$ 18,902	\$ 19,113	\$ 19,326	\$ 19,542	\$ 19,759	\$ 19,979	\$ 20,200	\$ 20,424	\$ 20,650	\$ 20,879	
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR after Pass-Through)	\$ -	\$ 4,540	\$ 12,149	\$ 18,693	\$ 18,902	\$ 19,113	\$ 19,326	\$ 19,542	\$ 19,759	\$ 19,979	\$ 20,200	\$ 20,424	\$ 20,650	\$ 20,879	
Local TIR Available for Reimbursement to Developer	\$ -	\$ 81,722	\$ 218,679	\$ 336,482	\$ 340,242	\$ 344,040	\$ 347,876	\$ 351,750	\$ 355,663	\$ 359,615	\$ 363,606	\$ 367,637	\$ 371,709	\$ 375,821	
Total State & Local TIR Available for Reimbursement to Developer	\$ -	\$ 81,722	\$ 218,679	\$ 336,482	\$ 340,242	\$ 344,040	\$ 347,876	\$ 351,750	\$ 355,663	\$ 359,615	\$ 363,606	\$ 367,637	\$ 371,709	\$ 375,821	
DEVELOPER	Beginning Balance														
	\$ 6,650,727	\$ 6,650,727	\$ 6,569,005	\$ 6,350,326	\$ 6,013,843	\$ 5,673,601	\$ 5,329,561	\$ 4,981,685	\$ 4,629,935	\$ 4,274,272	\$ 3,914,658	\$ 3,551,052	\$ 3,183,415	\$ 2,811,706	\$ 2,435,884
MSF Eligible Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEQ Eligible Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL-ONLY Activities	\$ 6,650,727	\$ 6,650,727	\$ 6,569,005	\$ 6,350,326	\$ 6,013,843	\$ 5,673,601	\$ 5,329,561	\$ 4,981,685	\$ 4,629,935	\$ 4,274,272	\$ 3,914,658	\$ 3,551,052	\$ 3,183,415	\$ 2,811,706	\$ 2,435,884
Local-Only Tax Reimbursement	\$ 6,650,726	\$ -	\$ 81,722	\$ 218,679	\$ 336,482	\$ 340,242	\$ 344,040	\$ 347,876	\$ 351,750	\$ 355,663	\$ 359,615	\$ 363,606	\$ 367,637	\$ 371,709	\$ 375,821
TOTAL ANNUAL DEVELOPER/LBRA REIMBURSEMENT	\$ -	\$ 81,722	\$ 218,679	\$ 336,482	\$ 340,242	\$ 344,040	\$ 347,876	\$ 351,750	\$ 355,663	\$ 359,615	\$ 363,606	\$ 367,637	\$ 371,709	\$ 375,821	

Table 3
Tax Increment Revenue Reimbursement Allocation Table
3600 Dunckel Road
Lansing, MI
July 6, 2018

	2032	2033	2034	2035	2036	2037	2038		TOTALS
	14	15	16	17	18	19	20		
Available Tax Increment Revenue (TIR)									
Total State Tax Capture Available	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State TIR Available for Reimbursement to Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Local Tax Capture Available	\$ 469,105	\$ 474,284	\$ 479,515	\$ 484,798	\$ 490,134	\$ 495,523	\$ 113,906		
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 46,910	\$ 47,428	\$ 47,951	\$ 48,480	\$ 49,013	\$ 49,552	\$ 11,391	\$ 821,077	
Capture for BRA Administrative Fees (5% of available Local TIR after Pass-Through)	\$ 21,110	\$ 21,343	\$ 21,578	\$ 21,816	\$ 22,056	\$ 22,299	\$ 5,126	\$ 369,485	
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR after Pass-Through)	\$ 21,110	\$ 21,343	\$ 21,578	\$ 21,816	\$ 22,056	\$ 22,299	\$ 5,126	\$ 369,485	
Local TIR Available for Reimbursement to Developer	\$ 379,975	\$ 384,170	\$ 388,407	\$ 392,686	\$ 397,008	\$ 401,374	\$ 92,264		
Total State & Local TIR Available for Reimbursement to Developer	\$ 379,975	\$ 384,170	\$ 388,407	\$ 392,686	\$ 397,008	\$ 401,374	\$ 92,264		
DEVELOPER									
	\$ 2,055,909	\$ 1,671,739	\$ 1,283,333	\$ 890,646	\$ 493,638	\$ 92,264	\$ 0		
MSF Eligible Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEQ Eligible Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL-ONLY Activities	\$ 2,055,909	\$ 1,671,739	\$ 1,283,333	\$ 890,646	\$ 493,638	\$ 92,264	\$ 0		
Local-Only Tax Reimbursement	\$ 379,975	\$ 384,170	\$ 388,407	\$ 392,686	\$ 397,008	\$ 401,374	\$ 92,264	\$ 6,650,726	
TOTAL ANNUAL DEVELOPER/LBRA REIMBURSEMENT	\$ 379,975	\$ 384,170	\$ 388,407	\$ 392,686	\$ 397,008	\$ 401,374	\$ 92,264		

**3600 Dunckel Road Redevelopment
Brownfield Plan 73
July 6, 2018**

Attachment A

Legal Description of the Property/ALTA Survey

ALTA/NSPS LAND TITLE SURVEY

"3600 DUNCKEL ROAD, LANSING, MI 48910"

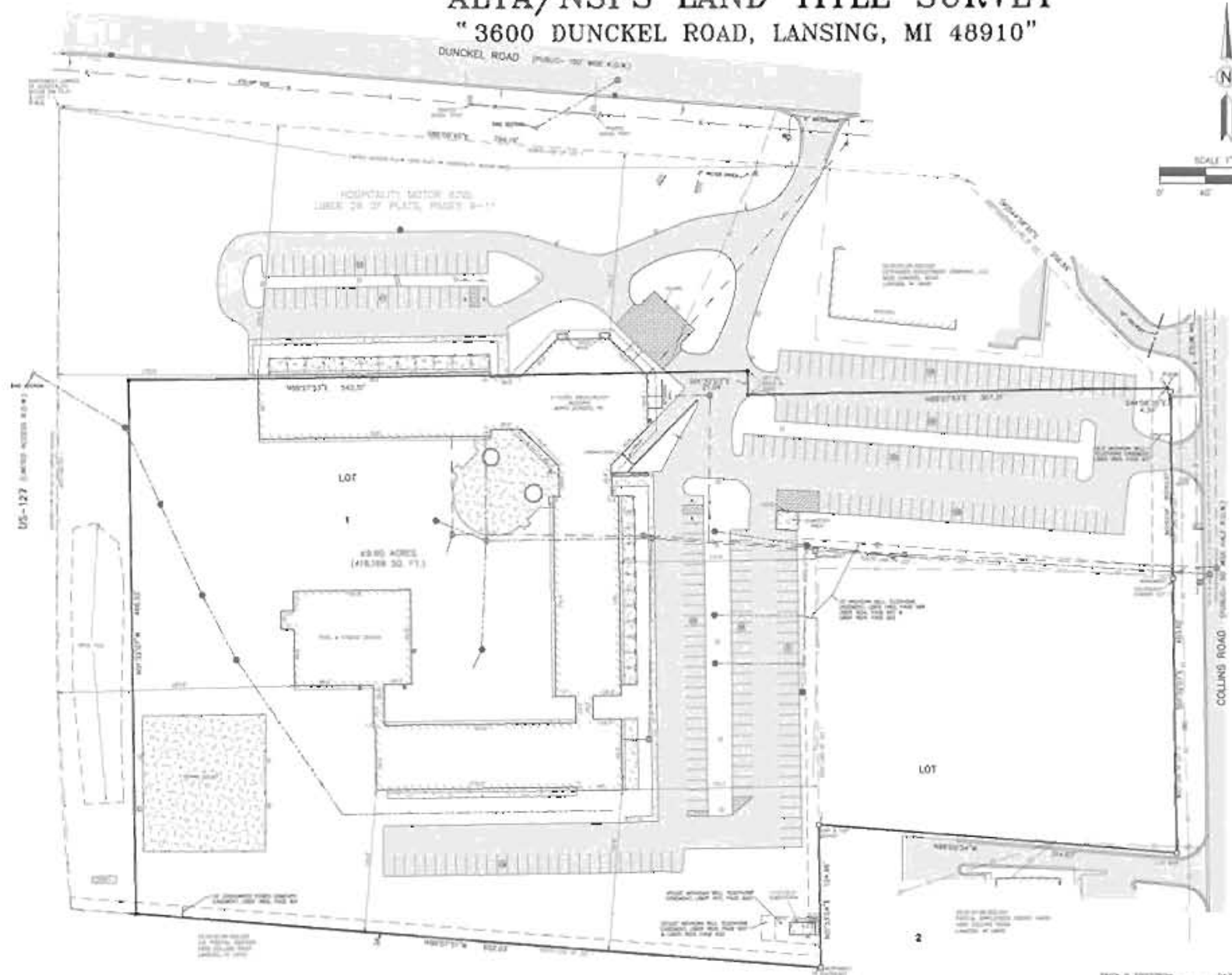


SCALE 1" = 40'



LEGEND

- SET 1/2" BAR WITH CAP UNLESS NOTED
- FOUND SIGN AS NOTED
- DOTTED LINE
- DISTANCE NOT TO SCALE
- FENCE
- ASPHALT
- CONCRETE
- BRICK
- WOOD DECK
- BUILDING (CHIMNEY)
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- GAS LINE
- UNDERGROUND TELEPHONE
- UNDERGROUND TELEVISION
- UNDERGROUND ELECTRIC
- OVERHEAD WIRE
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- CATCHBASIN
- SANITARY CATCHOUT
- FIRE HYDRANT
- VALVE
- UTILITY POLE
- LIGHT POLE
- GUY POLE
- GUY WIRE
- UTILITY PRESTRESS
- TRANSFORMER
- MANHOLE
- ELECTRIC METER
- GAS METER
- WATER METER
- SIGN
- POST
- AIR CONDITIONING UNIT



REVISIONS	DATE	BY	DESCRIPTION

KEES, INC. 10000 E. LANSING AVENUE, SUITE 100 LANSING, MI 48205 TEL: 313-487-1000 FAX: 313-487-1001 WWW.KEESINC.COM	
PROJECT NO.: 10000 SHEET NO.: 1 TOTAL SHEETS: 1	DRAWN BY: JLM CHECKED BY: JLM DATE: 10/1/00

ENCK & FREESTON
PROFESSIONAL SURVEYORS
LANSING, MI 48205

" 3600 DUNCKEL ROAD, LANSING, MI 48910"



1. Will your work meet the deadline of the two parallel sessions (open and closed) sessions at the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
2. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
3. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
4. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
5. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
6. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
7. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
8. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
9. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")
10. Will you attend the sessions of the "Frontiers and Science" program? (Answer "Yes/Not sure" or "No")

[illegible][illegible][illegible][illegible]

PRELIMINARY

Dr. J. Thompson, 2010, at 1010 W. 10th
 Professor, School No. 5200
 jthompson@uakron.edu

NE ADDRESS	STREET NO.	 KEBS, INC. ENGINEERING AND LAND SURVEYING 2100 NORTON ROAD, SUITE 100, ALBANY, NY 12212-2000 TEL: 518-255-2000 FAX: 518-255-2001 WWW.KEBS.COM
SURVEY DATA	SECTION	
DATE OF WORK	DATE OF SURVEY	SURVEY METHOD - ☐ PL ☐ TYPED ☐ OTHER
		SECTION NO. OF
		TOTAL AREA OF ACRES
		ACRES OF
		KEBS FILE #

**3600 Dunckel Road Redevelopment
Brownfield Plan 73
July 6, 2018**

Attachment B

Letter of Functional Obsolescence



Virg Bernero, Mayor

CITY ASSESSORS OFFICE
Sharon L Frischman, Assessor

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4020
FAX: (517) 483-4101
www.lansingmi.gov/pubserv



Address: 3600 Dunckel Rd.

Parcel No.: 33-01-01-36-252-001

RE: Statement of Obsolescence

This property has been reviewed and inspected by the City of Lansing Assessing Department. The building at this location is a two-story building constructed in 1968 as a full service hotel. The building has been vacant for many years and is in poor physical condition. There are many water leaks in the roof and basement area. The hotel was constructed with an octagon –shaped lobby area with very long corridors off of that. There are no elevators to the lower level. The building design is now obsolete; construction is more efficient for hotels in a vertical rather than horizontal manner. The current design of the building does not utilize the site to its most profitable use. It is my opinion that this property suffers more than 50% functional obsolescence.

Sharon L Frischman, MMAO (4), MCPPE, MCGA

Date: 10/6/16

**3600 Dunckel Road Redevelopment
Brownfield Plan 73
July 6, 2018**

Attachment C

Summary of Known Environmental Conditions

ATTACHMENT C
Summary of Known Environmental Conditions
3600 Dunckel Road
Lansing, Michigan

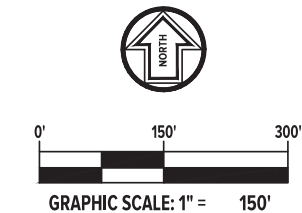
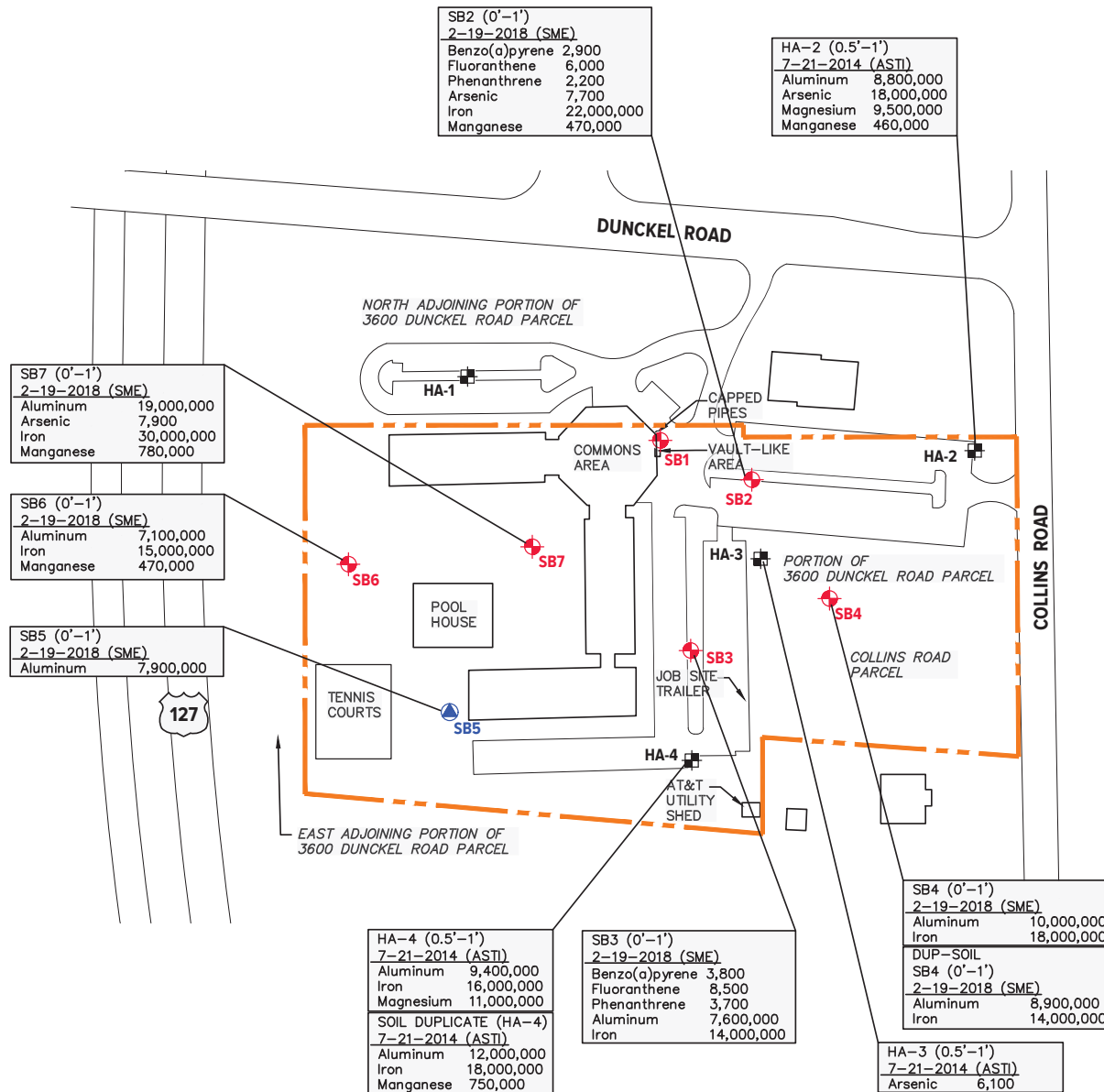
The Property consists of a 9.6-acre parcel of land developed with a former hotel building consisting of a central commons area with a basement and three two-story wings. The remainder of the property is currently undeveloped with paved parking lots, landscaped areas, and grass-covered land. The property was developed for agricultural use by 1938. By 1970, the Property was developed with the current buildings and was operated as a hotel. An outdoor pool and a tennis court were added by 1976. The outdoor pool was removed by 2015. The current utility shed was constructed in the early 1980's. Currently, the Property is vacant and has been for over 10 years.

The following environmental assessments and hazardous material surveys were conducted to evaluate current conditions of the Property:

- Phase II Environmental Site Assessment, 3600 Dunckel Road, Lansing, MI, completed by ASTI Environmental, dated August 5, 2014
- Baseline Environmental Assessment (BEA), 3600 Dunckel Road, Lansing, MI, completed by ASTI Environmental, dated August 14, 2014
- Geotechnical Evaluation Report, Lansing Waypoint Multi-Family Development, Lansing, MI, completed by SME, dated March 5, 2018
- Pre-Demolition Hazardous Materials Assessment Report, 3600 Dunckel Road, Lansing, MI, completed by SME, dated March 13, 2018
- Baseline Environmental Assessment (BEA) (including a Phase I ESA and Phase II investigation), 3600 Dunckel Road and Collins Road, Lansing, MI, completed by SME, dated March 27, 2018

The aforementioned hazardous materials assessment identified asbestos containing building materials within the structures located on the Property. ACM documented at the Property included joint compound, TSI mudded fittings (insulation), plaster, HVAC vibration dampener, roofing shingles, and caulk that will require abatement prior to demolition.

The aforementioned ESAs identified concentrations of benzo(a)pyrene, fluoranthene, phenanthrene, aluminum, arsenic, iron, magnesium, and manganese in the soil at the Property that exceeded the Part 201 criteria in the samples collected at the Property. Therefore, the Property meets the definition of a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended). The areas of impact are shown on the following SME Property and Assessment Summary Diagram - Soil.



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- + ASTI'S 2014 SOIL BORING LOCATION
- + SOIL BORING LOCATION
- + SOIL BORING LOCATION WITH TEMPORARY MONITORING WELL

- NOTES:
- DRAWING INFORMATION TAKEN FROM GOOGLE EARTH PRO WITH IMAGE DATE 10-13-2016 AND SITE RECONNAISSANCE.
 - CONCENTRATIONS ARE SHOWN IN MICROGRAMS PER KILOGRAM ($\mu\text{g}/\text{kg}$) AND EXCEED ONE OR MORE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA.



www.sme-usa.com

Project

**LANSING
WAYPOINT
MULTI-FAMILY
DEVELOPMENT**

Project Location

**COLLINS ROAD
PARCEL AND
3600 DUNKEL
ROAD
CITY OF LANSING,
MICHIGAN**

Sheet Name

**PROPERTY AND
ASSESSMENT
SUMMARY
DIAGRAM - SOIL**

No.	Revision Date

Date **3-9-18**

CADD **JAB**

Designer **AHR**

Scale **1" = 150'**

Project **078281.00.003**

Figure No. **3**

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME
© 2018



CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4114
FAX (517) 483-6084

Andy Shcor, Mayor

City Clerk License Checklist

July 11, 2018

Name (RA): Scott Lawlor

Business Name: Waypoint Residential LLC

Social Security # [REDACTED]

FEIN # [REDACTED]

Delinquent Income Taxes: ☐ Yes

☒ No

If due, amount:

Comments:

Real Property Address:

Parcel #

Delinquent Real Property: ☐ Yes

☐ No

If due, amount:

Comments: NA

Personal Property Address:

Personal Property Tax #:

Delinquent Real Property: ☐ Yes

☐ No

If due, amount:

Comments: NA

Ap Welles

Reviewed by

7/11/18

Date

Sammy Ford

Approval: ☒ Yes ☐ No



CITY TREASURER
G-23 City Hall
(517) 483-4121

☐ INCOME TAX DIVISION
G-29 City Hall
(517) 483-4114
FAX (517) 483-6084
124 W. Michigan Ave.
Lansing, Michigan 48933

LANSING TREASURY INFORMATION REQUEST

Business Owner/Corporate President/Company Director/Etc.

Name: Scott Lawlor
Home Address: 165 W. ALEXANDER PALM RD.
BOCA RATON, FL 33432 Since SEPTEMBER 2016
Daytime Phone #: 561-479-8426
Social Security: [REDACTED]
Drivers License: [REDACTED]
Date of Birth: [REDACTED]

Business Data

Corporate Name: Waypoint Residential, LLC
Doing Business As: [REDACTED]
Address: 150 E. Palmetto Park Road
Boca Raton, FL 33432
Business Phone #: 561-961-7923
Federal Employer Identification #: [REDACTED]
Contact person other than owner: Pamela Winder

Do you, or any of these businesses, owe the City money for any reason? Yes ☐ No ☒
If yes, for what reason? [REDACTED]

Name of any other Lansing area business in which your ownership participation exceeds 25%:
[REDACTED]

Fax this form immediately to:
City Treasurer's Office
124 W. Michigan Avenue
Lansing MI 48933
Fax: (517) 483-6084
Phone: (517) 483-4121

[Signature]
Signature
7-10-18
Date

"Equal Opportunity Employer"



CERTAINTEED MAINSTREET
VINYL SIDING
4\"/>



CERTAINTEED BOARD &
BATTEN VINYL SIDING
8\"/>



CERTAINTEED MAINSTREET
VINYL SIDING
8\"/>



GLEN-GERY
BRICK VENEER
"FISHTOWN"



GLEN-GERY
BRICK VENEER
"PARLIAMENT"



OFFICE OF MAYOR ANDY SCHOR
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives (“Agreement”) is made and entered this _____ day of _____, _____, by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and WP Lansing-MI Owner, LLC, (“Applicant”), (collectively the “Parties”);

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Lansing-based firm" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"Full-time Equivalent Employees (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: Volaris Lansing

Location of Project (provide attached map): 3600 Dunckel Road [Parcel ID 33-01-01-36-252-001 (portion) & 33-01-01-36-352-032]

Business Name of Applicant (*if applicable*): WP Lansing-MI Owner, LLC

Name of Parent Company (*if applicable*): Waypoint Residential Services, LLC

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

Waypoint Residential, LLC_____	100_____%
_____	_____%
_____	_____%

Project description:

The Project includes razing the existing 10-year vacant, functionally obsolete 102,000 square foot hotel, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story buildings. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding and/or stone.

List all past projects started in the city of Lansing by any of the partners listed above:

Not Applicable

List City incentive(s) and number of years requested for each:

__Brownfield TIF__	_____20__	Years
_____	_____	Years
_____	_____	Years
_____	_____	Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Not Applicable

Name of Financial Institution(s) funding the Project (*if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available*): TBD - Applicant to furnish commitment letter from lending institution when available.

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion (*if applicable*): Five (5) FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion: \$52,183,585

Estimated average hourly wage or annual salary of new, permanent employees (*if applicable*): TBD

**B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS
AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND
SERVICES, CONTRACTING AND SUBCONTRACTING**

(initial spaces below to indicate acceptance)

CH

Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

CH

Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

CH

Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

CH

Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

CH

Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

CH

Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Karl Dorshimer

Revenue currently paid to the City by the site or project (20 yrs.): \$ 438,360

Estimated total revenue to the City upon Project Completion (20 yrs.): \$ 3,885,458

Estimated total value of City Incentive(s): \$ 2,762,519

Estimated total new net revenue to the City: \$ 1,122,939

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval)*:

The environmental and physical challenges of the property make the project uneconomical without the use of the brownfield plan to reimburse the developer for these extraordinary costs.

Project Timeline: The project is anticipated to begin in December 2018 and be completed by June 2021.

Have all appropriate City Incentive fees been received?

☒ YES

☐ NO

Staff Recommendation:

☒ APPROVE

☐ DENY

☐ MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation:

☒ APPROVE

☐ DENY

☐ MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.
2. The Applicant has applied for Incentive for the purpose of razing the existing 10-year vacant, functionally obsolete 102,000 square foot hotel, remediating soil contamination and developing a 286-unit market rate multifamily community comprised of four 4-story buildings. The development will include tuck under garage parking, an outdoor landscaped pool, outdoor courtyards, grilling stations, enclosed outdoor dog run and park, clubhouse, 4th floor resident amenity Skydeck and fully staffed leasing center. Exterior construction is contemplated to include hard siding and/or stone ("Project"). The Project is expected to hire at least five (5) or retain at least five (5) new full-time equivalent employees (FTE) and requiring a total investment in real property of at least \$51,548,585 (total Project costs minus personal property) and personal property of at least \$635,000, when completed.
3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.
4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected

to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq. (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 3600 Dunckel Road ("Project Area") and legally described as follows:

(As provided in Chicago Title Insurance Company, Commitment No. 331049134NTS, Revision No. 1, dated February 2, 2018):

A parcel of land being part of Lots 1 and 2, Hospitality Motor Inns, a Subdivision being part of the Southwest ¼ of Section 36, T4N, R2W, City of Lansing, Ingham County, Michigan, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, being described as: Commencing at the Northwest corner of said plat, also being the Northwest corner of said Lot 1; thence S86°09'45"E along the North line of said Lot 1 a distance of 794.19 feet to the Northeasterly line of said Lot 1; thence S44°58'35"E along said Northeasterly line 256.85 feet to the point of beginning of this description; thence continuing S44°58'35"E along said Northeasterly line 4.34 feet to the East line of said Lot 1; thence S01°32'07"E along said East line and along the East line of said Lot 2 a distance of 403.52 feet; thence N86°09'54"W parallel with the South line of said Lot 1 a distance of 314.67 feet to the East line of said Lot 1; thence S01°33'04"E along the East line of said Lot 1 a distance of 124.96 feet to the Southeast corner of said Lot 1; thence N86°07'51"W along the South line of said Lot 1 a distance of 602.03 feet; thence N01°32'07"W parallel with said East line of Lot 2 a distance of 466.52 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 542.31 feet; thence S01°32'07"E parallel with said East line of Lot 2 a distance of 21.04 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 367.31 feet to the point of beginning.

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts December 1, 2018 and ends June 30, 2021.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 5 new, permanent full-time equivalent employees (FTE) and/or retain at least 5 full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$635,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$33,718,390 of improvements to the real property. Improvements include only hard costs and exclude architectural and engineering costs.

4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.
5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. Project Completion must be performed by June 30, 2021.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City

of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax and interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative, and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in

writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

Approved as to form:

James Smiertka
City Attorney

WP Lansing-MI Owner, LLC:

By: 
Chris Harness

Its: Authorized Signatory

CITY OF LANSING:

By: _____
Andy Schor

Its: Mayor

LANSING ECONOMIC
DEVELOPMENT CORPORATION:

By: _____
Karl R. Dorshimer

Its: Authorized Representative

I hereby certify that funds are available
in Account No.: _____

City Controller

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement (the “**Agreement**”) is made as of _____, among the Lansing Brownfield Redevelopment Authority (the “**Authority**”), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and WP Lansing-MI Owner, LLC with a business address of 13355 Noel Road, Suite 1310 Dallas, TX 75240 (the “**Developer**”). The Authority and the Developer, collectively, shall be referred to as the “**Parties**” throughout the Agreement.

RECITALS

A. The Authority was created by the City of Lansing (the “**City**”) pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the “**Act**”), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on _____, _____ following a public hearing on _____, _____, a copy of which is attached as **Exhibit A** (the “**Brownfield Plan**”).

B. The Developer intends to develop the property in the City of Lansing which is described on the attached **Exhibit B** (the “**Property**”) and which, as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended) and included in the Brownfield Plan is an “eligible property” and is therefore commonly referred to as a “brownfield.”

C. The Developer has also entered into an Agreement in Consideration of Development Incentives with the City of Lansing and the Authority, a copy of which is attached as **Exhibit C** (the “**Development Agreement**”).

D. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop on the Property certain improvements (the “**Improvements**”) as described in the Brownfield Plan. The Improvements will increase the tax base for the relevant taxing jurisdictions and support the employment base in the City. The Improvements include eligible activities as defined by the Act (the “**Eligible Activities**”).

E. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan (“**Eligible Costs**”). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by the Brownfield Plan that will qualify for reimbursement from Tax Increment Revenues (defined below) shall be governed by the terms of this Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Agreement, Brownfield Plan and the Act. The amount reimbursed for Eligible Activities may be adjusted up or down between the various categories of Eligible Activities, up to the maximum total reimbursement of \$6,650,727.00.

F. In accordance with the Act and the Brownfield Plan, the Parties desire to use the property tax revenues that are generated from an increase in the Property’s taxable value due to the

Improvements (“**Tax Increment Revenues**”) to reimburse the Developer for Eligible Costs it incurs in improving the Property.

G. The Parties are entering into this Agreement to establish the terms and conditions and the procedures for such reimbursement with Tax Increment Revenues as they are generated.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, then the Act controls.
2. Construction of Development. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, Development Agreement and all applicable laws, rules, regulations, permits, orders, and authorized requirements of any official or agency of competent jurisdiction.
3. Capture of Taxes. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund the Eligible Costs and the Authority’s costs as described in the Brownfield Plan.
4. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:
 - (a) a written statement detailing the costs,
 - (b) a written explanation as to why the amounts requested are subject to reimbursement pursuant to the Brownfield Plan and this Agreement,
 - (c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,
 - (d) copies of waivers of liens by the contractors, subcontractors and material suppliers;
 - (e) if not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
 - (f) a statement from the engineer and project manager overseeing the work stating the Eligible Activities have been completed and all invoices have been paid, and recommending reimbursement; and
 - (g) A signed statement from the Developer attesting that all completed Eligible Costs comply with all local, state and federal laws and regulations.
 - (h) any other information which may be reasonably required by state authorities or reasonably required by the Authority.

The Developer may submit a reimbursement request including such information (“**Reimbursement Request**”) whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. As Tax Increment Revenues

become available, the Authority will reimburse the Developer those Eligible Costs which have been approved by the Authority as directed by the Brownfield Plan. The Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after June 30, 2021, with the exception of reimbursement for Public Improvements, as described below.

5. **Developer's commitment to fund Public Infrastructure Improvements.**

An integral part of the Brownfield Plan is Developer's contribution of \$500,000 ("**Infrastructure Funding Amount**") for public infrastructure improvements at or near the intersection of Dunkel and Collins Roads ("**Public Improvements**"). The Public Improvements shall be considered Eligible Activities, and shall be eligible for reimbursement to Developer after payment of the Infrastructure Funding Amount and submission of a Reimbursement Request by Developer, or assignment of reimbursement rights to Developer by Authority and/or Lansing (according to the approved Brownfield Plan) and submission of a Reimbursement Request by Developer.

The Infrastructure Funding Amount shall be deposited in an account at a regulated financial institution chosen by Authority ("**Deposit Account**"). The Deposit Account shall be owned by Authority. The deposit of the Infrastructure Funding Amount shall be made by Developer no later than January 15, 2020.

In the event Developer does not deposit the Infrastructure Funding Amount as required above, Developer will be considered in default of the Reimbursement Agreement and the Development Agreement; and as a consequence of such default Authority shall have the right to apply all tax capture to reimbursement of up to \$500,000 of Public Improvements funded by LBRA before paying any Tax Increment Revenues to another entity for Eligible Activities per the Brownfield Plan and the Act.

In the event the Infrastructure Funding Amount placed in the Deposit Account is obtained by Developer through borrowing, then the interest cost of the Infrastructure Funding Amount shall be reimbursable with Tax Increment Revenues, per the Brownfield Plan, at the earliest date permitted under the Brownfield Plan or this Agreement.

The Authority shall have sole authority to select the Public Improvements to be funded by the Infrastructure Funding Amount and determine the timing of construction of such improvements. However, all payments for Public Improvements from the Deposit Account must be made within five (5) years of the date of January 15, 2020, and any balance remaining in the Deposit Account after January 15, 2025 shall be returned to Developer. The fact that payment for Public Improvements may be made from the Deposit Account shall not affect the designation and treatment of Public Improvements as Eligible Activities.

6. **Payments.** Payments to the Developer shall be made as follows:

- (a) Within sixty (60) days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs is processed for payment as provided in subparagraph (b)

below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have forty-five (45) days from its receipt to provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within forty-five (45) days of receiving the written response from the Developer, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination shall be binding upon the Developer.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer pursuant to this Agreement, the Brownfield Plan and Development Agreement

(c) The reimbursement obligation under this Agreement shall expire upon the earlier of (i) expiration of the Brownfield Plan obligation to the Developer, or (ii) payment by the Authority to the Developer of all LBRA approved amounts due to the Developer under this Agreement or (iii) payment by the Authority to the Developer of all LBRA approved amounts due to the Developer from Tax Increment Revenues captured from the Property prior to January 1, 2041.

(d) The sole source for any reimbursement shall be such Tax Increment Revenues as described in the Brownfield Plan. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraph (c), or if the Developer is in default of the Development Agreement.

(1) **Payment for Administrative Fees.** The Authority will collect a payment for administrative fees annually from Tax Increment Revenues equaling 5 percent of the amount of Tax Increment Revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7.(1)(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost reimbursable from Tax Increment Revenues under Section 13b(7) of the Act, and related to the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from Tax Increment Revenues before payments to the LBRF (defined below) and before any payments of amounts due to the Developer hereunder.

(2) **Payment for Local Brownfield Revolving Fund ("LBRF").** The Authority will collect a payment each year for deposit into the LBRF. The payment will equal 5 percent of the amount of Tax Increment Revenues collected each year that is derived from "Local Taxes", as defined by the Act. Collection and use of the payments deposited into the LBRF will be in accordance with Section 8 and Section 13.(5) of the Act. The Developer acknowledges that payment of the LBRF will be made from Tax Increment Revenues before any payments of amounts due to the Developer hereunder.

7. Assignment of Future Reimbursement Revenue. The Developer may assign, with the Authority's written approval, all or part of its rights and obligations under this Agreement to any affiliate or successor in interest. Developer shall, no later than sixty (60) days prior to such assignment, notify the Authority as specified under Subparagraph 10(c).

8. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues to taxing entities, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within sixty (60) days of the Developer's receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

9. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues as described in the Brownfield Plan and in this Agreement. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Property do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs.

10. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees ("**Indemnified Persons**") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property, or other losses to third parties, as a result of the construction, ownership, operation, use or maintenance of the Improvements.

11. Miscellaneous.

(a) This Agreement, the Brownfield Plan, and the Development Agreement are all the agreements between the parties as to their subject matter. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged into those agreements. This Agreement shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other party. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when the reimbursement obligation under this Agreement expires according to paragraph 6 (c) above.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority: Lansing Brownfield Redevelopment Authority
 1000 South Washington Avenue, Suite 201
 Lansing, MI 48910
 Attn: Karl Dorshimer

If to Developer: WP Lansing-MI Owner, LLC
 13355 Noel Road, Suite 1310
 Dallas, TX 75240
 Attn: Chris Harness

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

(h) The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision in this Agreement.

(i) Each party shall take all actions required of it hereunder as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties and with any individual, entity or governmental agency regarding the purposes of this Agreement. Each party shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to securing financing from such lenders.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

**DEVELOPER
WP LANSING-MI OWNER, LLC**

By: 
Chris Harness, Authorized Signatory

**LANSING BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____
Karl R. Dorshimer, LBRA Representative

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

The location of the Project is commonly known as 3600 Dunckel Road, Lansing, Michigan ("Project Area") and legally described as follows:

(As provided in Chicago Title Insurance Company, Commitment No. 331049134NTS, Revision No. 1, dated February 2, 2018):

A parcel of land being part of Lots 1 and 2, Hospitality Motor Inns, a Subdivision being part of the Southwest ¼ of Section 36, T4N, R2W, City of Lansing, Ingham County, Michigan, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, being described as: Commencing at the Northwest corner of said plat, also being the Northwest corner of said Lot 1; thence S86°09'45"E along the North line of said Lot 1 a distance of 794.19 feet to the Northeasterly line of said Lot 1; thence S44°58'35"E along said Northeasterly line 256.85 feet to the point of beginning of this description; thence continuing S44°58'35"E along said Northeasterly line 4.34 feet to the East line of said Lot 1; thence S01°32'07"E along said East line and along the East line of said Lot 2 a distance of 403.52 feet; thence N86°09'54"W parallel with the South line of said Lot 1 a distance of 314.67 feet to the East line of said Lot 1; thence S01°33'04"E along the East line of said Lot 1 a distance of 124.96 feet to the Southeast corner of said Lot 1; thence N86°07'51"W along the South line of said Lot 1 a distance of 602.03 feet; thence N01°32'07"W parallel with said East line of Lot 2 a distance of 466.52 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 542.31 feet; thence S01°32'07"E parallel with said East line of Lot 2 a distance of 21.04 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 367.31 feet to the point of beginning.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #73
3600 DUNCKEL ROAD REDEVELOPMENT PROJECT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #73 – 3600 Dunckel Road Redevelopment Project (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on **(INSERT DATE)** and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on **(INSERT DATE)** reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$52,000,000,
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on July 13, 2018, unanimously recommended approval of the Plan, for this Project;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in

Section 13 of the Act;

- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

IT IS FINALLY RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #73 – 3600 Dunckel Road Redevelopment Project'.

GENERAL INFORMATION

APPLICANT/OWNER:	WP Lansing-MI Owner, LLC 13355 Noel Road, Suite 1310 Dallas, TX 75240
REQUESTED ACTION:	Approval of a Planned Residential Development plan consisting of 4 multiple family residential buildings that would contain a total of 286 apartment units on 9.6 acres of the property at 3600 Dunckel Road and the vacant lot north of 4600 Collins Road
EXISTING LAND USE:	Vacant Hotel
EXISTING ZONING:	“E-1” Apartment Shop District
PROPERTY SIZE:	9.6 acres
SURROUNDING LAND USE:	N: Motel/Office/Educational S: Post Office/Credit Union E: Agricultural W: I-496/Multiple Family Residential
SURROUNDING ZONING:	N: “E-1” Apartment Shop & “A” Residential Districts S: “D-1” Professional Office & “F” Commercial Districts E: Township Zoning W: “CUP” Community Unit Plan District
MASTER PLAN:	The Design Lansing Master Plan designates the subject property for “Research & Development” use. Dunckel Road is designated as a minor arterial and Collins Road is designated as a collector road.

DESCRIPTION:

The subject property contains a hotel building that has been vacant for many years. On January 9, 2017, the City Council approved a request (Z-7-2016) to rezone the properties at 3600 & 3626 Dunckel Road and the vacant parcel north of 4600 Collins Road from “DM-2” Residential and “F” Commercial Districts to “E-1” Apartment Shop District. On May 3, 2018, an application was approved to split off the north 4.21 acres of the overall site, which is the area that has frontage along Dunckel Road, from the remainder of the property. The applicant intends to develop the north 4.21 acres for commercial uses, including a hotel. The proposal that is the subject of this request for approval of a planned residential development plan includes 4 multiple family residential buildings that would have a total of 286 apartment units on the south 9.6 acres of the site. This plan is currently being reviewed through the City’s administrative site plan review process.

AGENCY RESPONSES

Assessing:	Assessing does not have any comments or objections.
BWL:	See attached.
Building Safety:	The BSO has no objections. Project will be subject to site and building plan reviews.
Development Office:	
Fire Marshal:	
Parks & Recreation:	No comments.
Public Service:	
Traffic Engineer:	No comments regarding traffic impacts/operations regarding the PRD request. Site access and other issues will be addressed during the site plan review process. Applicant should check to make sure there is adequate utility service (gas, water, sewer) to the site.

ANALYSIS**INTENT OF PLANNED RESIDENTIAL DEVELOPMENT:**

Section 1280.01 of the Zoning Code states that the intent of the Planned Residential Development Chapter of the Code is "to permit flexibility in the regulation of land development; to encourage innovation in land use, design and type of structures constructed; to achieve economy and efficiency in public services and utilities; to encourage useful open space; and to provide better housing developments which are particularly suited to the needs of the residents of the City."

The PRD regulations allow a developer to construct a variety of housing units at a dwelling unit density greater than the density allowed in the zoning district if specific design standards are met. These requirements address design issues ranging from building heights and setbacks to open space and energy conservation techniques. The types of housing permitted in a PRD, according to Section 1280.04 include:

- * A one-family dwelling;
- * A two-family dwelling
- * A townhouse
- * *A multiple dwelling*
- * An accessory building;
- * A public park or playground and recreational facility; and off-street parking.

The proposed PRD is for a multiple family residential development which complies with the intent of such developments as described above. Furthermore, the applicant is not requesting bonus density for this development.

“E-1” APARTMENT SHOP DISTRICT:

Section 1264.04(e) of the Zoning Ordinance lists the following as a use permitted by special land use permit in the “E-1” district:

“A planned residential development may be permitted in an E-1 Apartment Shop District, if all the conditions described in Chapter 1280 are met.”

EVALUATION CRITERIA:

The criteria to be used in the evaluation of Planned Residential Developments is detailed in Section 1280.02(d) of the Zoning Ordinance. These criteria and their relationship to this request are as follows:

1. IS THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT DESIGNED, CONSTRUCTED, OPERATED AND MAINTAINED IN A MANNER HARMONIOUS WITH THE CHARACTER OF ADJACENT PROPERTY AND SURROUNDING USE?

The proposed use of the site for an apartment complex will be compatible with the existing land uses in the surrounding area. The building on the site, which was originally constructed as a hotel with an associated restaurant, was converted at some point to condominiums for transient residential occupancy. Redevelopment of the site for an apartment complex, therefore, is not a significant change from how the site has historically been utilized. In its current state, the property detracts rather than contributes to the surrounding area. The building at this location has been vacant for a very long time and is in a significant state of deterioration. The proposed development will provide a renewed sense of vitality to the site and to the area in general.

2. DOES THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT CHANGE THE ESSENTIAL CHARACTER OF THE SURROUNDING AREA?

The proposed development will not change the essential character of the area which includes a mix of commercial, office and agricultural land uses. There is a large apartment complex to the west that is separated from the subject property by the freeway. The subject property is an ideal location for a high density multiple family residential development, given the surrounding land uses and its proximity to the freeway. The site is surrounded by uses that

will not be impacted by introducing 286 residential units and the transportation system in the area is designed to accommodate a high volume of traffic.

3. DOES THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT INTERFERE WITH THE GENERAL ENJOYMENT OF ADJACENT PROPERTY?

The proposed development is not anticipated to have any negative impacts on future patterns of development in the area. The site adjoins a freeway to the west, farmland to the east, the Red Roof Inn and office buildings to the north and a post office to the south, none of which are the types of uses that will be negatively impacted by the activity generated by the proposed development.

The overall plan for development of the former hotel property is to utilize the south 9.6 acres for the residential development that is the subject of this request, leaving the north 4.2 acres for future commercial development. This plan represents an appropriate land use pattern wherein the commercial development is concentrated along the primary thoroughfare with the residential development to its south, serving as a buffer between the commercial uses and the lower impact use of the property to the south (post office).

4. WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT REPRESENT AN IMPROVEMENT TO THE USE OR CHARACTER OF THE SUBJECT PROPERTY AND THE SURROUNDING AREA IN GENERAL, AND WILL THE USE BE IN KEEPING WITH THE NATURAL ENVIRONMENT OF THE LOT?

Given the amount of human intervention already occurring on this site, the zoning proposal will have little impact on the physical environment.

5. WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT BE HAZARDOUS TO ADJACENT PROPERTIES, OR INVOLVE USES, ACTIVITIES, MATERIALS OR EQUIPMENT WHICH ARE DETRIMENTAL TO THE HEALTH, SAFETY AND WELFARE OF PERSONS OR PROPERTY THROUGH THE EXCESSIVE PRODUCTION OF TRAFFIC, NOISE, SMOKE, ODOR, FUMES OR GLARE?

The proposed development will not generate any conditions that will be detrimental to the health, safety and welfare of the community. The development will also have no negative impacts on the transportation systems in the area. Dunckel Road is designated as a minor arterial and Collins Road is designated as a collector road, both of which are designed to accommodate a relatively high volume of traffic. Furthermore, the site is located in very close proximity to the US-127 expressway entrance on Dunckel Road which makes it a good location for a large multiple family residential apartment complex from a traffic standpoint.

6. **CAN THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT BE ADEQUATELY SERVED BY ESSENTIAL PUBLIC SERVICES AND FACILITIES OR IS IT DEMONSTRATED THAT THE PERSON RESPONSIBLE FOR THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT IS ABLE TO CONTINUALLY PROVIDE ADEQUATELY FOR THE SERVICES AND FACILITIES DEEMED ESSENTIAL TO THE PLANNED RESIDENTIAL DEVELOPMENT UNDER CONSIDERATION?**

The site is currently served by all necessary utilities.

7. **WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT PLACE DEMANDS ON PUBLIC SERVICES AND FACILITIES IN EXCESS OF CURRENT CAPACITY?**

The proposed development is in the process of being reviewed through the City's administrative site plan approval process. The drainage system as well as all other physical aspects of the development are being reviewed for compliance with all applicable City codes.

While the proposed development will generate additional traffic, noise, lighting, etc., the uses in the area should not be negatively impacted, particularly since the nearest residential use is separated from the subject property by the freeway.

8. **IS THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT CONSISTENT WITH THE INTENT AND PURPOSE OF THE ZONING CODE AND THE OBJECTIVES OF THE CURRENT COMPREHENSIVE PLAN?**

The proposal is consistent with the intent and purpose of the Zoning Code and with the objectives of the Design Lansing Master Plan which designates the subject property for "research and development" land use. While the proposed apartment complex will not comply with the specific Master Plan designation for the subject property, it is consistent with one of its goals which is to concentrate apartment complexes on the outskirts of the City with easy access to the expressways, where the streets are designed to carry a very high volume of traffic and there are no nearby single family residential neighborhoods that would be negatively impacted by the additional traffic. In fact, despite the Master Plan designation, multiple family residential development seems to be a far more appropriate use of the property than a "research and development" operation, given its convenient access to the expressway. Research and development uses are destination type uses that do not need to be located on major thoroughfares in close proximity to expressways. Development of the subject property for a research and development facility would be an underutilization of the site and would result in the loss of a parcel of land that is ideal for the type of development being proposed.

9. WILL THE PROPOSED PLANNED RESIDENTIAL DEVELOPMENT MEET THE DIMENSIONAL REQUIREMENTS OF THE DISTRICT IN WHICH THE PROPERTY IS LOCATED?

The proposal exceeds all applicable dimensional requirements of the Zoning Ordinance:

	Required/Permitted	Provided
Parking	494 spaces	548 spaces
Density	239,650 sq. ft. of lot area required for the proposed units	418,169 sq. ft. of lot area
Building Height	100 feet	4 stories – less than 75 feet
Lot Coverage	75%	71.31%
Setbacks	Front: 35 feet Rear: 25 feet Sides: 25 feet	Front: 37.5 feet Rear: 85+ feet Sides: North - 65+ feet South – 115+ feet

SUMMARY

This is a request by Waypoint Residential Services for approval of a 286 unit residential development at 3600 Dunckel Road and the adjacent parcel located north of 4600 Collins Road. The proposed development consists of 4 multiple family residential buildings with related site improvements.

The findings of fact as outlined in the staff report support a positive recommendation for the Planned Residential Development request. The proposed PRD is an appropriate land use for the subject property, given its location and surrounding land uses, and is consistent with the goals of the Design Lansing Comprehensive Plan. In addition, the proposed plan demonstrates compliance with all applicable requirements of the zoning ordinance.

RECOMMENDATION

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

Staff recommends approval of PRD-1-2018, a request by Waypoint Residential Services, LLC for a 286 unit, planned residential development at 3600 Dunckel Road and the adjacent vacant parcel located north of 4600 Collins Road, consisting of 4 multiple family residential buildings with related site improvements, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018, based on the findings of fact as outlined in this staff report.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**

BOARD OF WATER AND LIGHT MEMO

August 13, 2018

TO: City of Lansing- Planning Department, Susan Stachowiak
FROM: Andy Baumgartner, Real Property Analyst, Legal Services, 517-702-6795
RE: PRD-1-2018_3600 Dunckel Rd. Comments

BWL Electric: Approved

The Board of Water and Light electric utility will provide service to the new development per our Rules and Regulations for Electric Service.

BWL Street Lighting: Approved

- There are no apparent conflicts with the proposed development and the existing BWL Street Light Service. For BWL Street Light Design contact Karen Carter 517-702-7080 karen.carter@lbwl.com

BWL Water & Steam Distribution: Approved With Conditions

- Recommend tapping domestic services off of fire services rather than tapping both services off of the water main for each building. Modifications to the drawings will be required to accommodate this change.
- Plans will need to call out 18" minimum separation at the following stations: STA 27+80 between water main and proposed 8" storm, STA 31+65 between water main and storm, STA 32+06 between water main and storm and STA 32+11 between water and sanitary.
- Additional valving will be required. Coordinate with BWL Water Distribution Engineer.
- Available fire flows are below the BWL design criteria of 2,500gpm @ 20psi residual for commercial properties. Minimum available flows for the proposed development are approximately 1,500gpm @ 20psi residual. A variance may be required from the local Fire Marshal.
- It is the applicant's responsibility to determine the estimated water demand (including fire flow requirements) of this project, and sizing services accordingly. The BWL will not take responsibility for inadequately sized services specified by the applicant.
- The customer is responsible for verifying the precise location and depths of the existing water mains or services prior to construction. The BWL will not be responsible for unanticipated conflicts caused by inaccuracies in the customer's design documents or MISS-DIG staking in the field.
- Services, mains, and meter settings to conform to BWL Rules & Regulations. <http://www.lbwl.com/Commercial/Rules-Regulations-for-Service/>
- The applicant is responsible for providing meter locations and plumbing plans for the interior of the building, once they become available. The BWL has jurisdiction over the entire water distribution system up to and including domestic metering and fire service risers. The BWL requires that meter settings be placed at an outside wall; services run to an interior meter location will not be acceptable.
- Service risers to the building will only be constructed by BWL forces or a BWL approved contractor. The plumbing contractor is not to stub services out of the building. Water services stubbed out of the building by a non-approved contractor, and without inspection by the BWL, will not be acceptable.
- The applicant is responsible for all costs of water service installation and removals, including connection fees, installation, metering, and engineering and administration costs for the work. A BWL Service Agreement shall be established with payment prior to performing work.

Note: Any site plan approval does not constitute an agreement for service. All customers must meet BWL requirements and enter a service agreement prior to receiving service.

- Any questions about specific water service requirements may be directed to the BWL Water Distribution Department Engineer; Joseph Eastman, P.E. @ (517) 702-6281, or via e-mail at joe.eastman@lbwl.com.

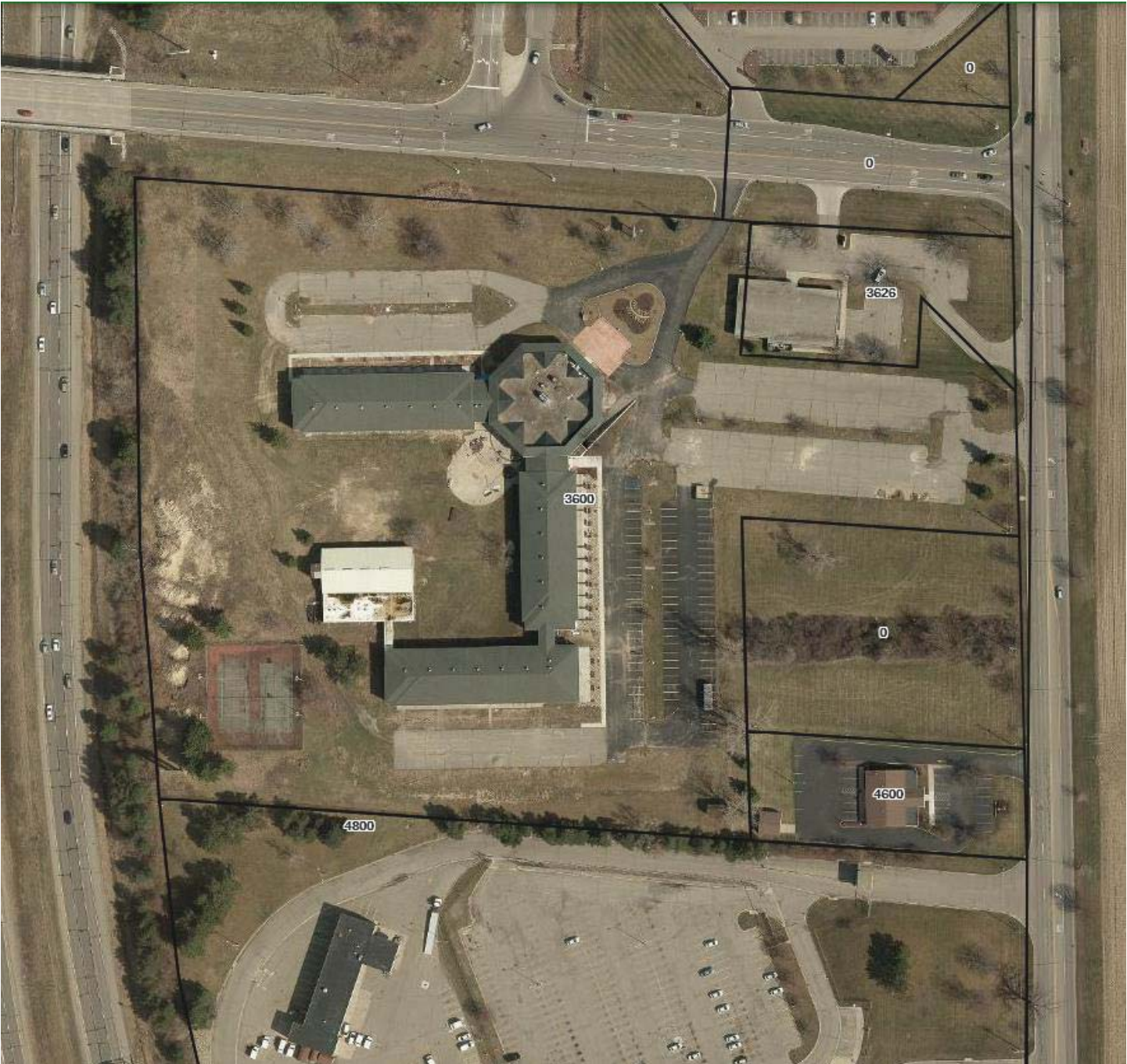
BWL Water Operations: Approved

I have no comments or concerns with regards to the raw water system or water planning issues. R. Roost

BWL Environmental Wellhead Protection: Angie Goodman, Water Quality

This project lies within the Board of Water & Light Wellhead Protection Area. Care must be exercised during construction to minimize the exposure of contaminated soils to weather and subsequent loss to the groundwater. Construction machinery should be parked on paved areas when not in use, and leakage of petroleum products and other potential contaminants must be immediately cleaned up and properly disposed of. Newly exposed soil could offer a route for contaminants into local groundwater.

Note: Any site plan approval does not constitute an agreement for service. All customers must meet BWL requirements and enter a service agreement prior to receiving service.



Legend

roads_final

EMA 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



RESOLUTION _____

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

PRD-1-2018

Planned Residential Development

South 9.6 acres of 3600 Dunckel Road & Adjoining Vacant Parcel

WHEREAS, Waypoint Residential Services, LLC is requesting approval of a Planned Residential Development plan to permit a 286 unit apartment complex on the south 9.6 acres of the property at 3600 Dunckel Road and the adjoining vacant parcel located north of 4600 Collins Road, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018; and

WHEREAS, the Planning Board held a public hearing for the Planned Residential Development permit on August 7, 2018, at which the applicant's representative spoke in favor of the request and no other comments were received; and

WHEREAS, the Planning Board reviewed the petition at its meeting held on August 7, 2018 and found that the Planned Residential Development meets the criteria set forth in Section 1280.02(e) and Section 1282.02(f) of the *Zoning Code*; based on testimony, evidence, and the staff report; and

WHEREAS, on August 7, 2018, the Planning Board voted unanimously (6-0) to recommend approval of PRD-1-2018, a request by Waypoint Residential Services, LLC for a 286 unit, planned residential development on the south 9.6 acres of the property at 3600 Dunckel Road and the adjacent vacant parcel located north of 4600 Collins Road, consisting of 4 multiple family residential buildings with related site improvements, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018; and

WHEREAS, the City Council Committee on Development & Planning has reviewed the request in accordance with the criteria described in Section 1282.02(f) and the report of the Planning Board and concurs therewith;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves PRD-1-2018, a request by Waypoint Residential Services, LLC for a 286 unit, planned residential development on the south 9.6 acres of the property at 3600 Dunckel Road and the adjacent vacant parcel located north of 4600 Collins Road, consisting of 4 multiple family residential buildings with related site improvements, as depicted on the plan dated June 6, 2018 and last revised on July 4, 2018

BE IT FURTHER RESOLVED that this PRD approval shall remain in effect only so long as the applicant fully complies with the approved site plan.

ADVANCED
REDEVELOPMENT
SOLUTIONS



735 Hazel, LLC

Former Manufacturing Facility Conversion Into Mixed-Use Redevelopment
Lansing, Michigan

OBJECTIVE: MIXED-USE REDEVELOPMENT

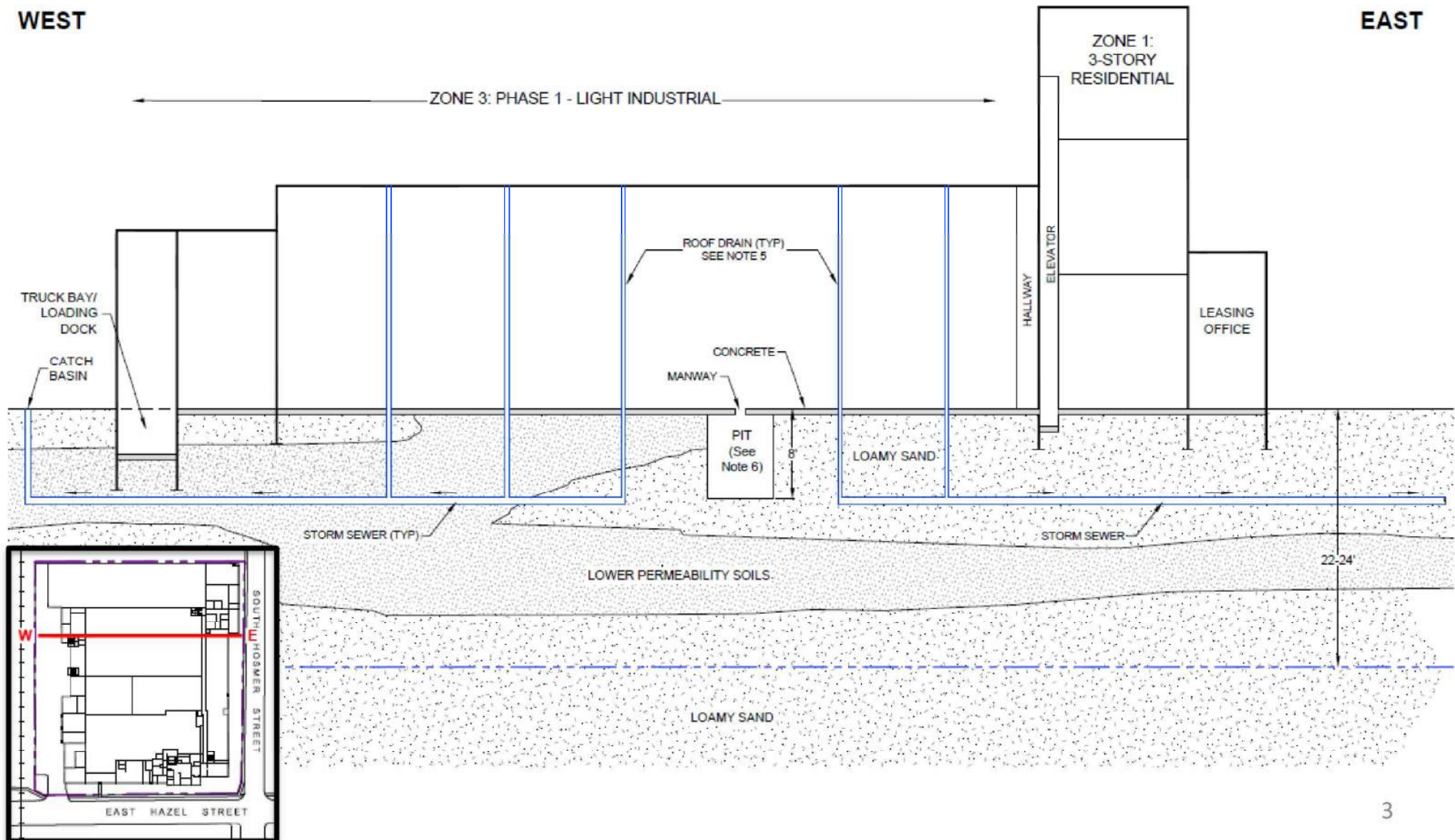
- **Problem:**

Chlorinated VOCs, including TCE, used during historic operations have affected on-site soil, groundwater, and soil gas. Contaminants have the potential to migrate into indoor air above risk-based levels.

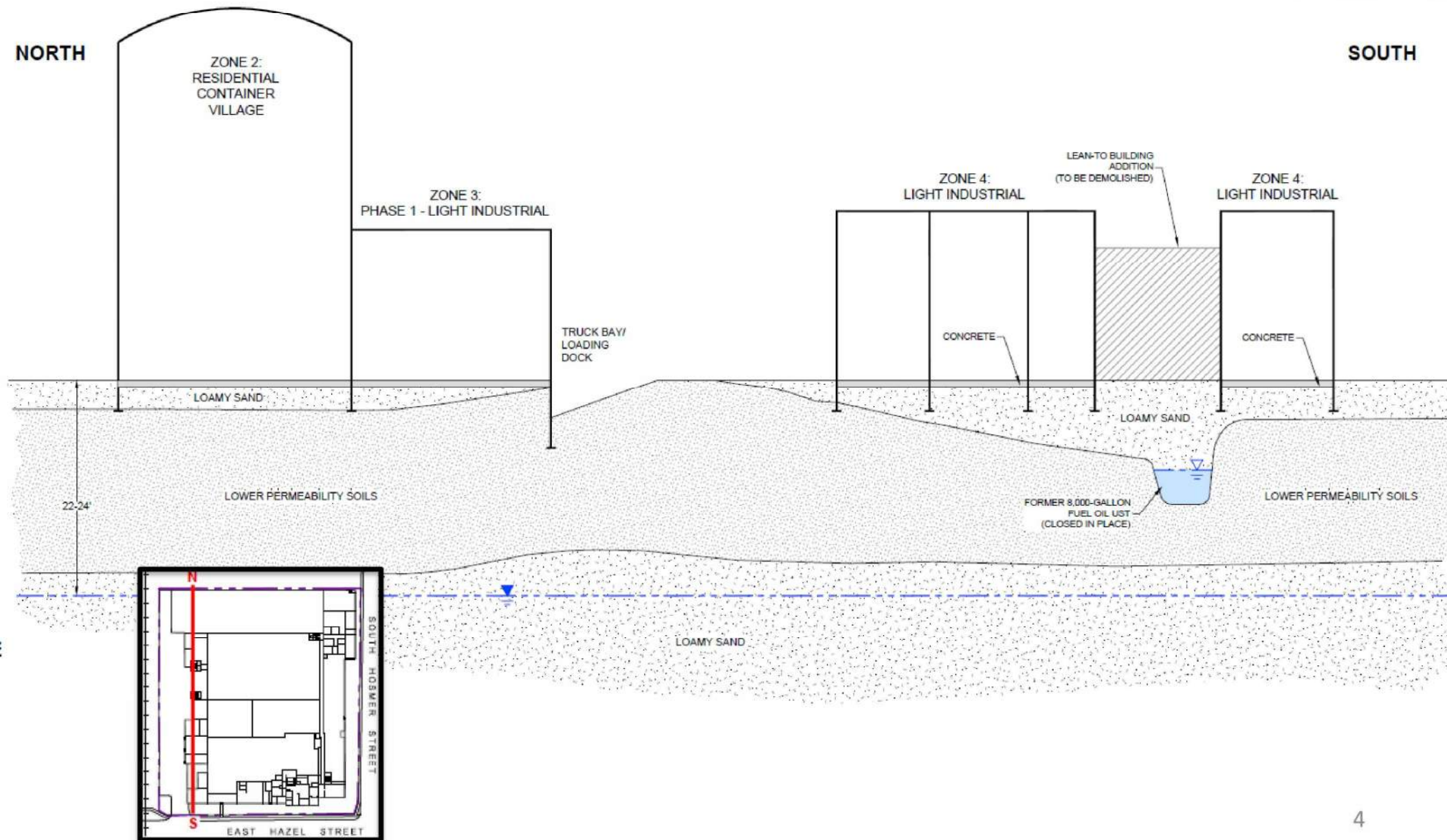
- **Goal:**

To present the conceptual vapor mitigation approach and understand MDEQ concerns prior to preparation of vapor mitigation design documents and facilitate Brownfield redevelopment funding incentives.

CONCEPTUAL SITE MODEL



CONCEPTUAL SITE MODEL



2013 Phase II
ESA Identified
Chlorinated
Solvents
(Predominantly
TCE and
Degradation
Products) Beneath
the Building Slab

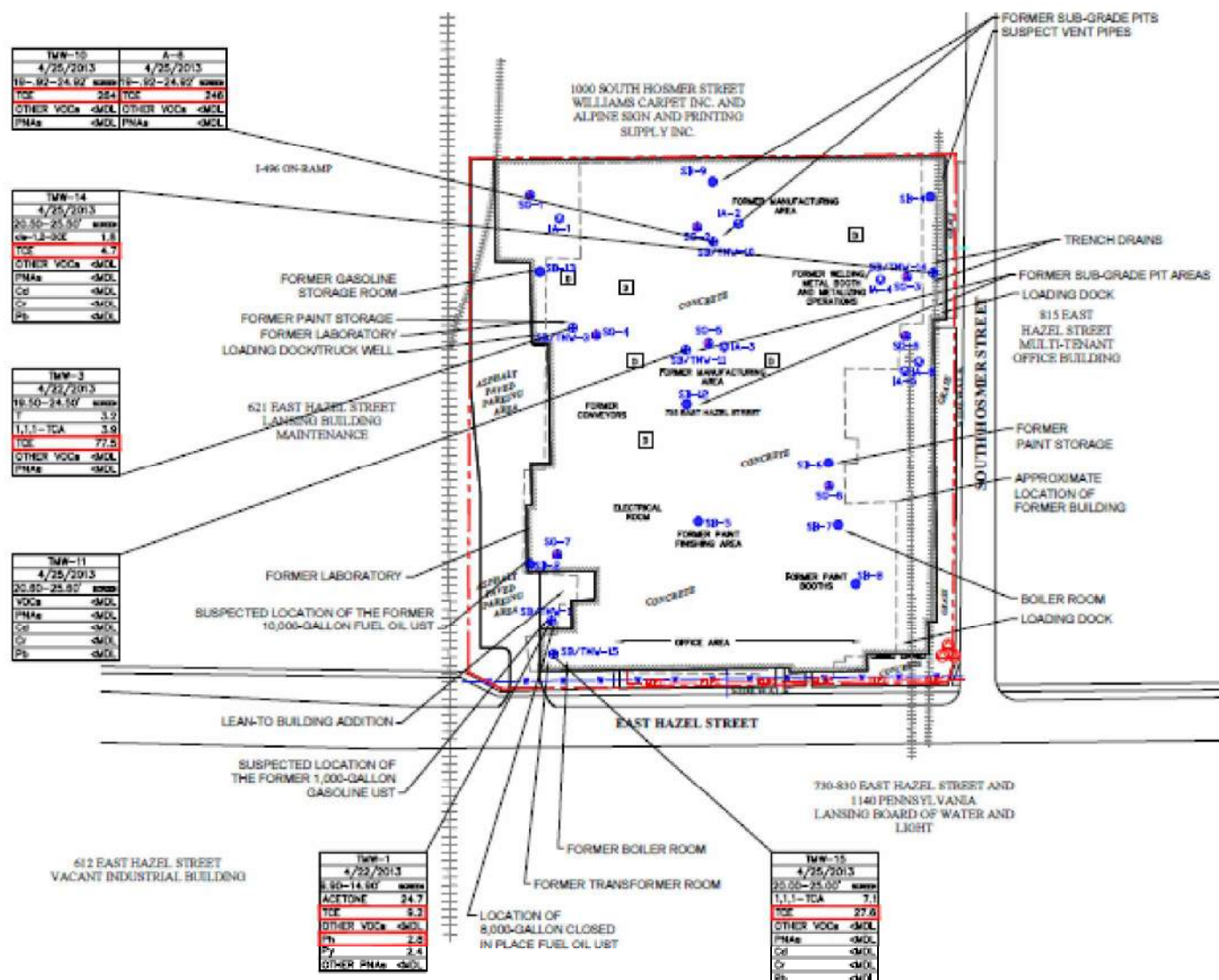
Max TCE = 5,410
µg/kg versus Site
Specific Criteria of
4.7 µg/kg



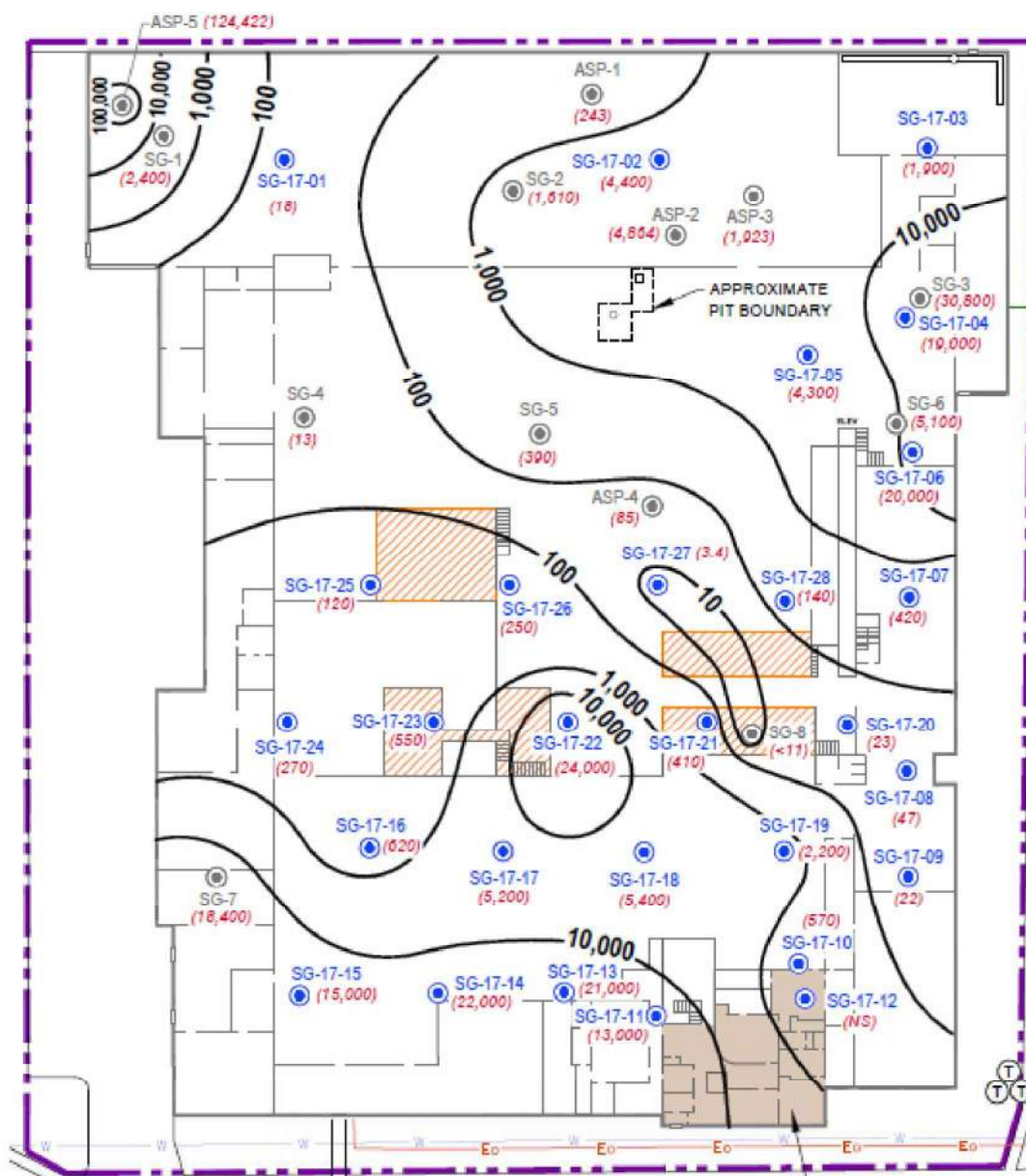
HAZEL STREET GROUNDWATER CONDITIONS

2013 Phase II
ESA Identified
Chlorinated
Solvents
(Predominantly
TCE) In
Groundwater
From 12-23 ft bgs

Max TCE = 264
µg/L versus Site
Specific Criteria of
42 µg/L



HAZEL STREET SUB-SLAB SOIL GAS – TCE

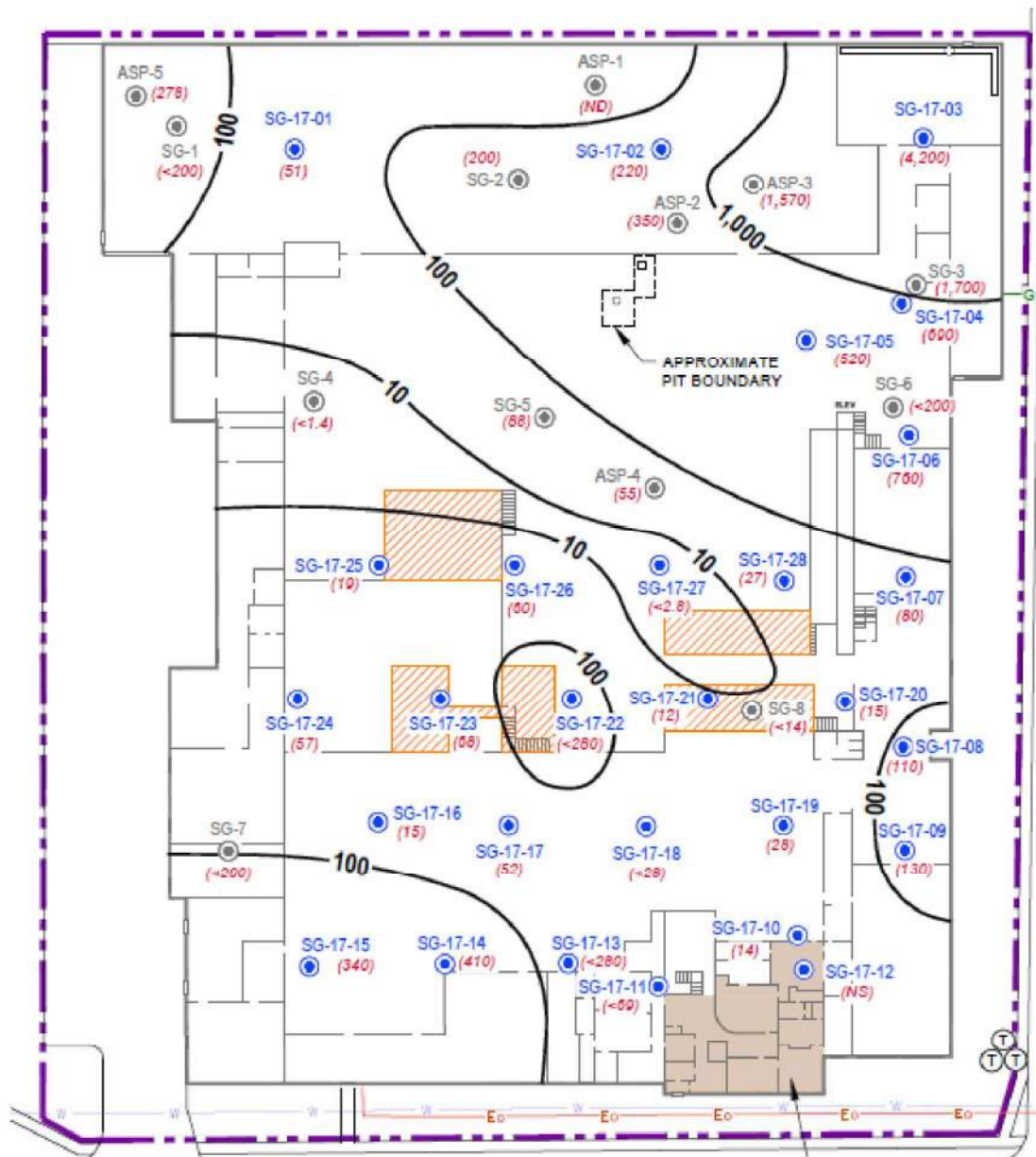


2017 Soil Gas
Investigation – **TCE** Sub-
Slab Distribution

Concentrations
Exceeding Site Specific
Soil Gas Criteria
($67 \mu\text{g}/\text{m}^3$) Beneath
Majority of Building

TCE Contours in $\mu\text{g}/\text{m}^3$

HAZEL STREET SUB-SLAB SOIL GAS – PCE

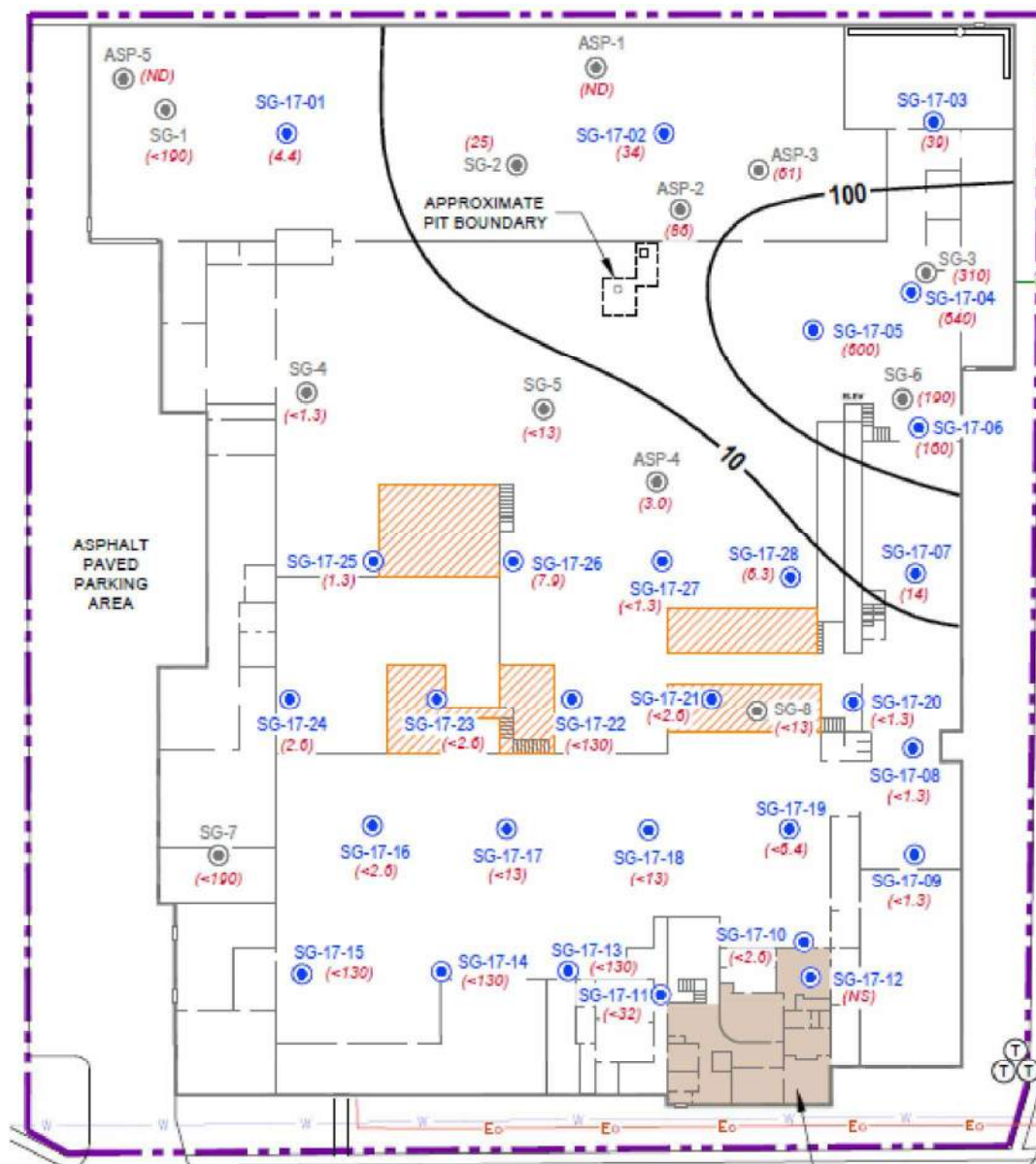


2017 Soil Gas
Investigation – **PCE** Sub-
Slab Distribution

Concentrations Exceeding
Site Specific Soil Gas
Criteria
(1,400 µg/m³) in Northeast
Corner of Building

PCE Contours in µg/m³

HAZEL STREET SUB-SLAB SOIL GAS – C-Cl₄



2017 Soil Gas Investigation – Carbon Tetrachloride Sub-Slab Distribution

Concentrations Exceeding Site Specific Soil Gas Criteria (150 µg/m³) in Northeast Corner of Building

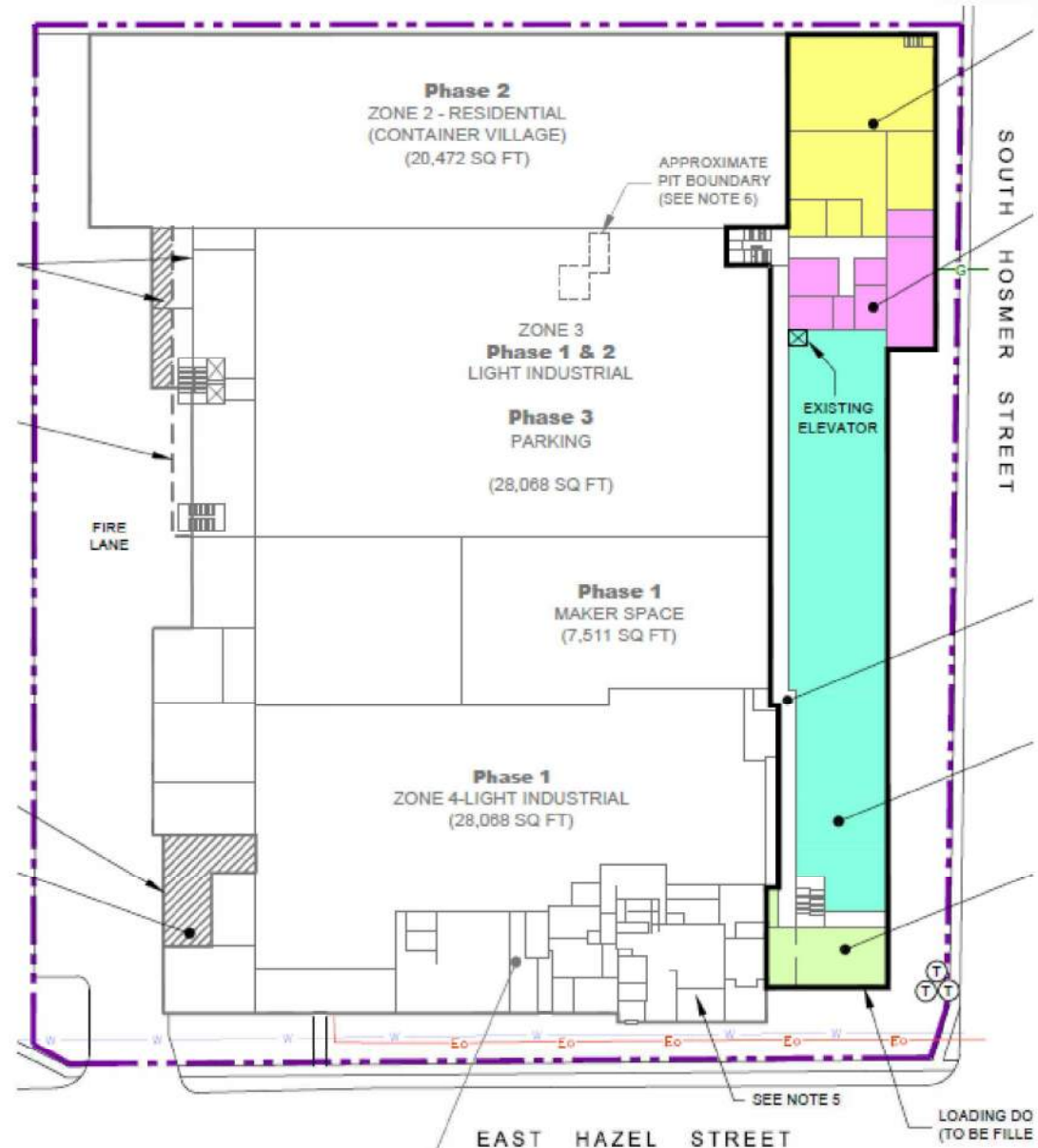
CCl₄ Contours in µg/m³

HAZEL STREET RESPONSE ACTIVITIES

- Vapor Intrusion Mitigation Required to Support Mixed-use Redevelopment Plan
- Mitigation Design Concept Based on Zone Use and Mitigation Goals
 - Redundant systems – both active venting & vapor barriers throughout the building
 - Spray-on composite barrier (Geo-Seal® or equivalent)
 - Non-VOC floor coating/sealant (Retro-Coat™ or equivalent)
 - Low-profile vent layer (Vapor-Vent® or equivalent)
 - Suction pits
 - Multiple in-line fans (number and type TBD)
- Additional Due Care Planning and Sampling to be Conducted In Conjunction With Refinement of Site Development Plans

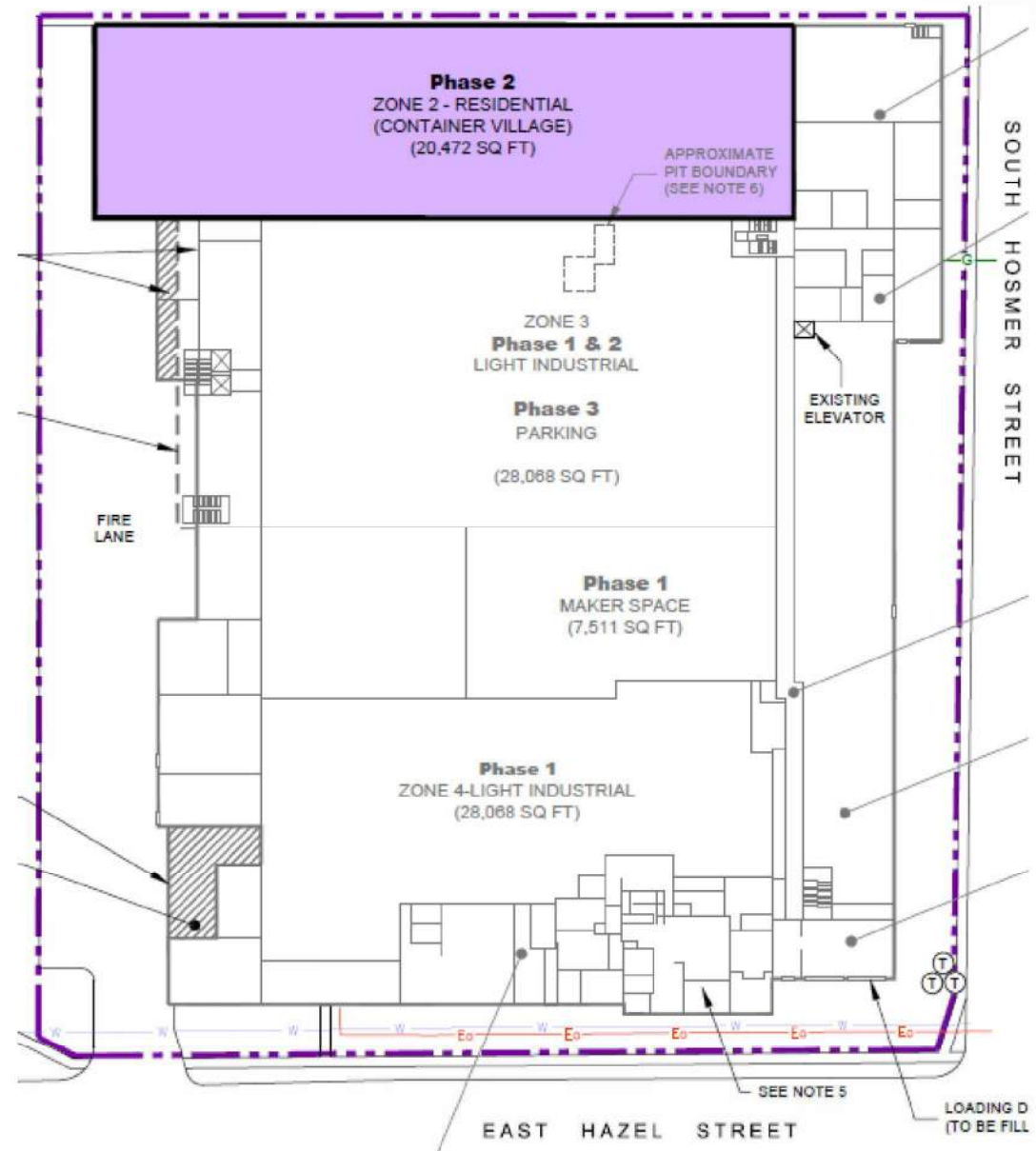
ZONE 1 – MITIGATION APPROACH

- 3-Story Residential with Common Space, Leasing Office, Hallway and Restaurant
- 21,887 Square Feet
- Redevelopment to Begin February 2018
- Mitigation Approach:
 - Slab Removal & Grading
 - Spray-On Composite Liner
 - Low Profile Vent
 - Active Ventilation
 - New Slab



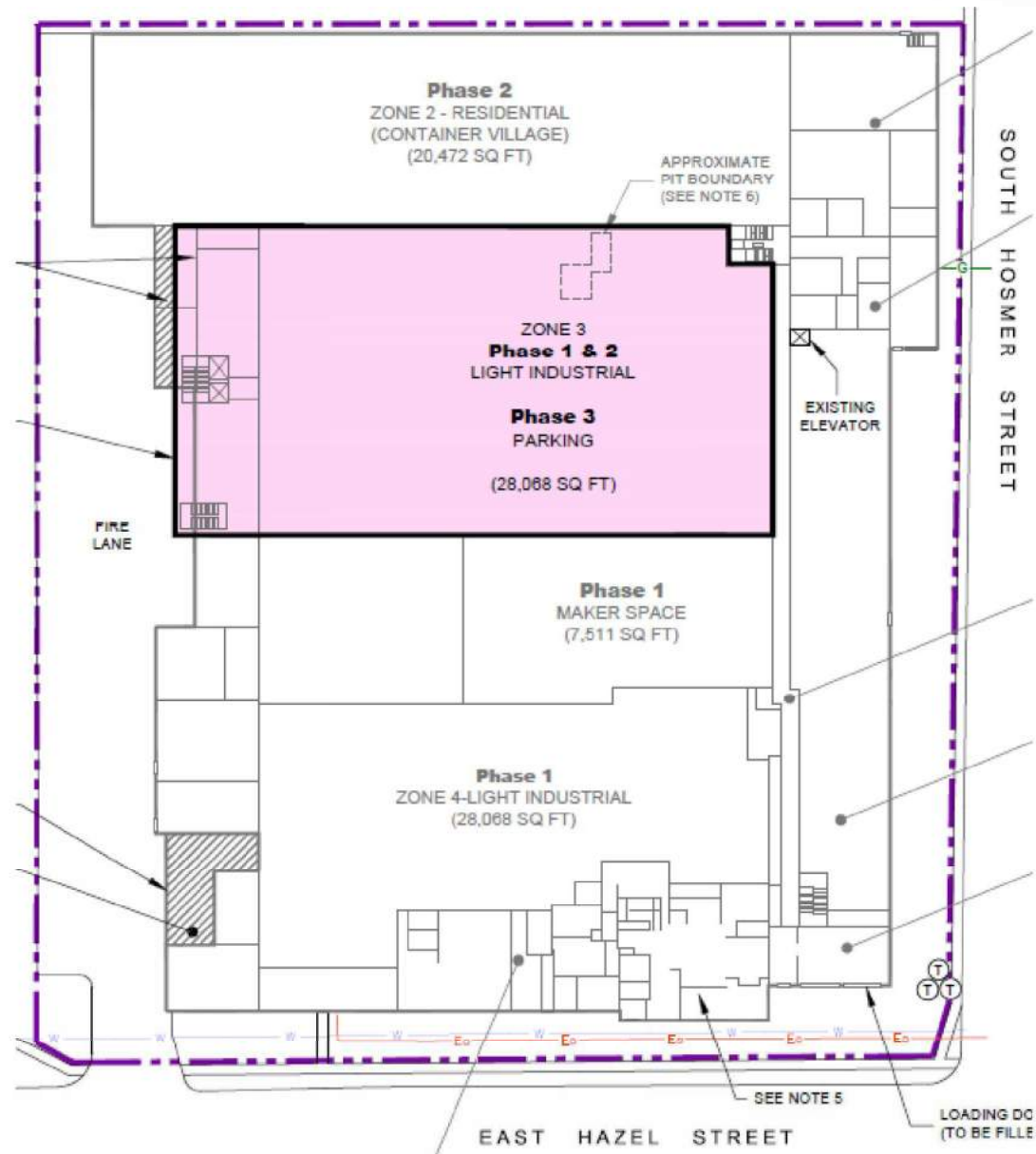
ZONE 2 - MITIGATION APPROACH

- Former Hanger to be used as Multi-Level Container Village
- 20,472 Square Feet
- Redevelopment to Begin June 2019
- Mitigation Approach:
 - Low-Profile Vent Installed in Trenches
 - Low Vapor Permeability Wearable Floor Sealant Over Entire Slab



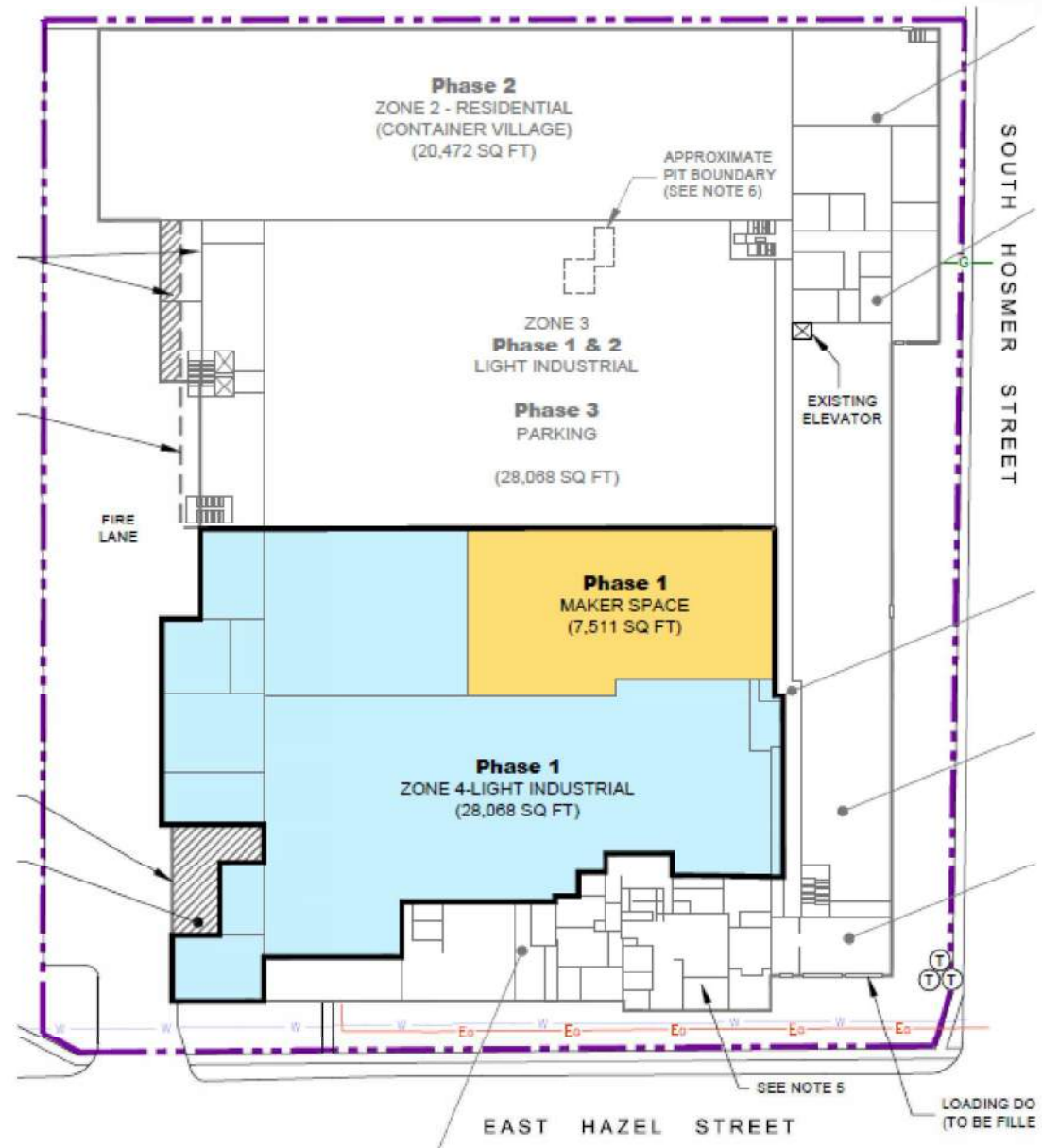
ZONE 3 - MITIGATION APPROACH

- Existing Building to be Used in “As-Is” Condition for Light Industrial, then in a future phase Demolished and Replaced with a New Integrated Parking Structure
- 28,068 Square Feet
- Reuse to Begin February 2018, future phase Demolition to begin January 2020
- Mitigation Approach:
 - Low-Profile Vent Installed in Trenches
 - Low Vapor Permeability Wearable Floor Sealant Over Entire Slab
 - Redesign/Replace when Building Demolished



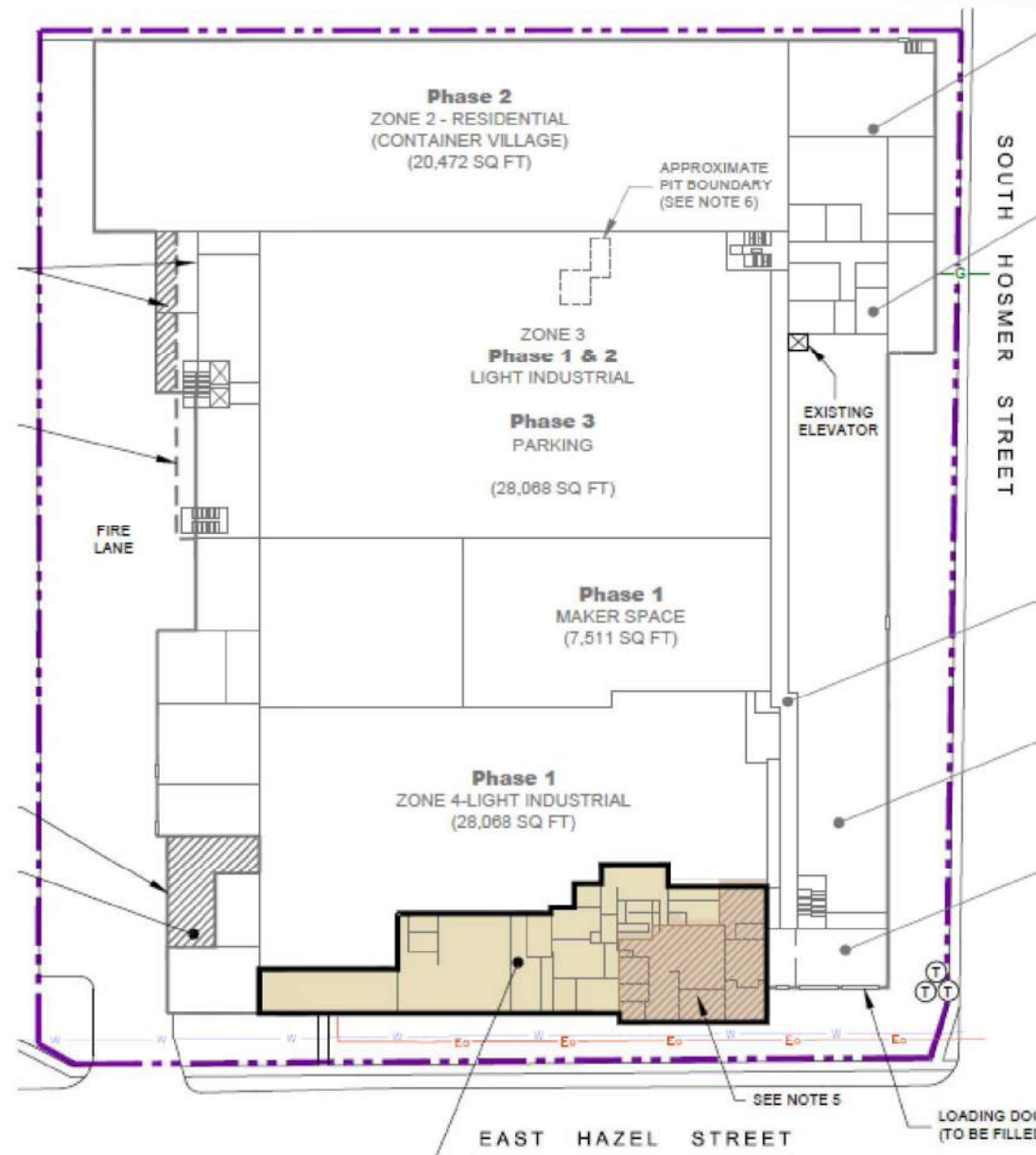
ZONE 4 - MITIGATION APPROACH

- To be Used in “As-Is” Condition for Light Industrial, includes Maker Space, “Lean-To” Addition to be Demolished
- 35,579 Square Feet
- Reuse to Begin February 2018
- Mitigation Approach:
 - Low-Profile Vent Installed in Trenches in Open Area
 - Suctions Pits in Smaller Historical Building Additions Along West Perimeter
 - Low Vapor Permeability Wearable Floor Sealant Over Entire Slab



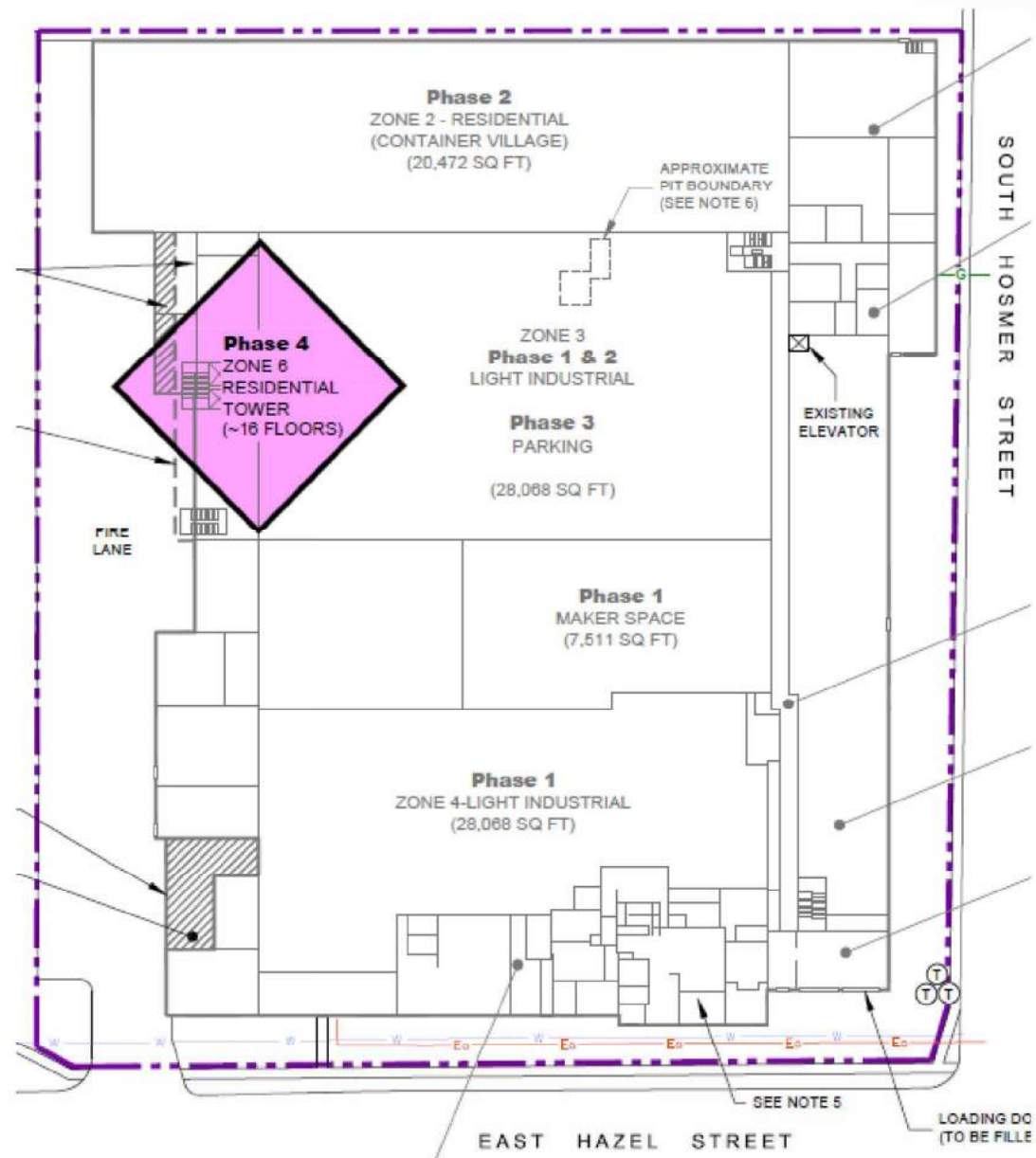
ZONE 5 - MITIGATION APPROACH

- First Floor Commercial and Second Floor Residential
- 8,306 Square Feet
- Commercial Redevelopment to begin February 2018, 2nd-floor Residential Redevelopment to Begin June 2019
- Mitigation Approach (Area w/o slab)
 - Wood Floor and Subgrade Removal & Sand Backfill
 - Spray-On Composite Liner
 - Active Ventilation
 - New Slab
- Mitigation Approach (Area w/ Slab):
 - Suctions Pits
 - Low Vapor Permeability Wearable Floor Sealant Over Existing Slab



ZONE 6 - MITIGATION APPROACH

- Residential Tower (future phase over IPS)
- Footprint ~6,400 square feet, 16 to 20 Floors, to be Constructed on Piers above Reconstructed Zone 3 Parking
- Construction to Begin January 2022
- Mitigation Approach:
 - None at this time, Mitigation included in Zone 3
 - During Tower Design and Construction Ensure Piers, Elevator, Utility Penetrations, Etc. are Appropriately Isolated from Sub-Surface



MITIGATION COMPONENTS

- Final design will follow standard practices for mitigation including but not limited to:
 - PFE Testing (completed)
 - Penetrations / Preferential pathways will be sealed
 - Discharge points will be away from windows & intakes
 - Monitors and labels will be incorporated into the design
 - Fans & piping will be sized appropriately
 - Smoke test and coupon sample sub-slab vapor barriers
 - As-Built drawings and O&M plan will be prepared and systems will be maintained

PROJECT INCENTIVES

- Incentives Required to Support Project:
 - DEQ Grant and/or Loan Package for Mitigation
 - Brownfield Plan and MDEQ/MSF Act 381 Work Plan – P.A. 381 Brownfield Tax Increment Financing (TIF) Plan
 - MCRP Grant

Thank you

Questions?

Eric P. Helzer, EDFP
Advanced Redevelopment Solutions
P: 517.648.2434 | E: ephelzer@msn.com

Doug Kilmer, P.G.
TRC
P: 616.528.0058 | E: dkilmer@trcsolutions.com

*Lansing Brownfield
Redevelopment Authority*



**735 HAZEL STREET
REDEVELOPMENT PROJECT**
735 Hazel Street, Lansing MI
Unaddressed S. Hosmer Street, Lansing MI
Tax Parcel Nos.
33-01-01-22-105-001
33-01-01-22-106-001

Brownfield Plan #70

Revised July 26, 2018

Prepared with assistance from:
ADVANCED REDEVELOPMENT SOLUTIONS
PO Box 204
Eagle, Michigan 48822
Contact: Eric P. Helzer, EDFP
Phone: (517) 648-2434

Reviewed by:
LANSING BROWNFIELD REDEVELOPMENT AUTHORITY (LBRA)
1000 S. Washington Avenue, Suite 201
Lansing, Michigan 48910
Contact: Karl Dorshimer
Phone: (517) 483-4153

Approved by the LBRA –
TBD/TBD/2018

Approved by the Lansing City Council –
TBD/TBD/2018

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- A. Legal Descriptions - Eligible Property
- B. Basis of Eligibility – Supportive Environmental and Non-Environmental Information
- C. Table 4 – Tax Increment Financing Estimates

PROJECT SUMMARY SHEET: BROWNFIELD PLAN #70 – 735 Hazel Street Redevelopment Project

The purpose of this Brownfield Plan (the “Plan”) is to identify eligible activities and cost estimates for redevelopment of the property located at 735 Hazel Street and One Hosmer Street, Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of these properties.

Project Name: 735 Hazel Street Redevelopment Project

Applicant/Developer: Entity Name: 735 Hazel, LLC (“Owner” or “Developer”)
Contact: Brent Forsberg
Mailing Address: 2422 Jolly Road, Suite 200
Okemos, Michigan 48864
Phone: (517) 202-7572
Email: brent@taforsberg.com

Eligible Property Location: The Eligible Property (“Property”) consists of two parcels located at:
735 Hazel Street
Unaddressed S. Hosmer Street

Parcel Information: Tax Parcel Nos.: 33-01-01-22-105-001
33-01-01-22-106-001

Property Size: Approximately 4.866-acres

Type of Eligible Property: Facility (Contaminated)

Project Description: 735 Hazel, LLC is a single-purpose company formed to develop, construct, finance, and own the 735 Hazel Street Redevelopment Project, a mixed-use multi-phase redevelopment, including small commercial business spaces, office, and multiple residential apartment spaces (the “Project”). The proposed Phase I redevelopment of the Project, which is the subject of this Plan, will be a mixed-use redevelopment of the entire building that includes an estimated 100,000 square feet of small business space and common collaborative areas as well as over 60 residential apartment units. Phase I of the Project will foster social connections through art and technology. The current warehouse area will offer suites ranging from 500 to 5,000 square feet for small businesses. There will be several collaborative common areas allowing for interaction between businesses, customers, and residents. Unlike a traditional office, collaborative coworking spaces consist of members who work for a range of different companies, ventures, startups, and projects. Coworking spaces are normally accessible 24/7. People can decide whether to put in a long day when they have a deadline or want to show progress, or can decide to take a long break in the middle of the day to go to the gym. They can choose whether they want to work in a quiet space so they can focus, or in a more collaborative space with shared tables where interaction is encouraged. Often the companies emerge or merge with others to grow into flourishing companies adding to more jobs, higher payroll taxes and added personal property taxes ultimately adding to the overall community’s tax base. More than

10,000 collaborative coworking spaces are around the globe (and more on the way), the \$1B coworking industry is growing. 9 in 10 coworkers say they've become happier people because of these spaces. Additionally, the Project will address critical building upgrades to allow for safe reuse due to the presence of contamination below the existing buildings floor.

New construction of Phase I (not including environmental) is scheduled to begin in October 2018 and anticipated to be completed by January 31, 2020, pending incentive approvals. All eligible activities identified in this Plan are required to allow for the successful completion of Phase I of the Project.

Future phases will depend upon the success of Phase I and a Brownfield Plan Amendment will be necessary before future phases can be completed. Future phases anticipated are conversion of the hanger area into additional apartments, partial demolition of the building and construction of an integrated parking structure, and construction of a residential tower.

Total Capital Investment: This Brownfield Plan (the "Plan") anticipates approximately \$14,547,537 in Total Capital Investments by 735 Hazel, LLC for Phase I of this Project.

Estimated Job Creation: Upon Phase I Project completion, between 35 to 50 new local full-time equivalent jobs and 40 to 50 part-time equivalent jobs will be created. During the term of construction, the Project will create hundreds of direct and indirect spin-off jobs over an estimated 15-month construction period.

Estimated Duration of Plan Capture: 30 years (2020-2049), total estimated Plan capture duration for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan (including amendments) Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, BRA Administration & Application Fees, and LBRF & MBRF capture.

Estimated Duration of Plan: 32 years (2018-2049) estimated but valid up to 35 years. NOTE: Plan capture of tax increment revenues shall not exceed 30 years.

Base Year of Plan: 2018

First Year of Plan Capture: 2020

Estimated Gain in Taxes:
(after Project completion)

	Current Taxable Value	Future Taxable Value (Estimate)	Increased/ Taxable Value (Increment)
	(2018)	Starting in 2020	Starting in 2020
	\$593,100	\$3,344,941	\$ 2,751,841
Annual Taxes Paid	\$ 42,573	\$193,446	\$ 150,874

Distribution of Total New Taxes Paid Estimate:
(Total Plan Duration)

Total New Taxes Received by Taxing Units	\$ 1,110,710
Total New Taxes Captured	\$ 6,406,231
Total New Taxes	\$ 7,516,941

**Total New (Incremental) Taxes Captured
Breakdown Estimate:**
(Total Plan Duration)

Total Taxes Captured During Brownfield Plan Tax Capture Period	Total/ Cumulative	Annual Average
Brownfield Redevelopment Authority (BRA) Administration	\$ 186,127	\$ 6,204
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ 15,000	\$ 500
BRA Local Brownfield Revolving Fund (LBRF)	\$ 186,127	\$ 6,204
State of Michigan Brownfield Redevelopment Fund (MBRF) (Maximum of 25-Year period for tax capture)	\$ 206,004	\$ 8,240
Local Taxes to Developer * (to Reimburse Eligible Activities)	\$ 3,755,519	\$ 125,184
State School Taxes To Developer * (to Reimburse Eligible Activities)	\$ 2,057,454	\$ 68,582
Total New Tax Capture (See Table 1a)	\$ 6,406,231	\$ 214,914
* To meet Developer Reimbursement Obligations.		

**Total New (Incremental) Taxes Received (Gain/Not Captured) by Taxing Units
Breakdown Estimate:
(Total Plan Duration)**

New/Incremental Tax Gain (not captured) Breakdown			
Total New/Incremental Tax Revenue Received by each Taxing Unit/ Entity (taxes not captured by the Brownfield Plan)	Percentage of Pass-Through/ Sharing to Taxing Unit	Estimated Tax Capture Period in Number of Years =	30
		New Tax Revenue Received	
		Total/ Cumulative	Annual Average
CITY OF LANSING			
City Operating - Lansing	10%	\$ 186,170	\$ 6,206
City Debt - Lansing	100%	\$ 24,899	\$ 830
Subtotal to Above	-	\$ 211,070	\$ 7,036
INGHAM COUNTY			
County Operating - General Operations	10.00%	\$ 61,172	\$ 2,039
County Operating - Indigent Veterans Support	10.00%	\$ 316	\$ 11
Potter Park Zoo & Potter Park (2016-20)	10.00%	\$ 3,926	\$ 131
Public Transportation - Elderly & Disabled (2016-20)	10.00%	\$ 5,746	\$ 192
Animal Control Shelter & Operating (2016-21)	10.00%	\$ 2,298	\$ 77
911 System - Emergency Telephone Services (2016-19)	10.00%	\$ 8,140	\$ 271
Juvenile Justice (2017-21)	10.00%	\$ 5,746	\$ 192
Health Care Services (through 2019)	10.00%	\$ 3,352	\$ 112
Parks/Trails (through 2019)	10.00%	\$ 4,788	\$ 160
Subtotal to Above	-	\$ 95,485	\$ 3,183
Capital Region Airport Authority - CRAA	10.00%	\$ 6,694	\$ 223
Capital Area Transportation Authority - CATA	10.00%	\$ 28,797	\$ 960
LIBRARY			
Capital Area District Libraries - CADL	10.00%	\$ 14,940	\$ 498
INTERMEDIATE SCHOOL DISTRICTS (ISD)			
ISD Operating	10.00%	\$ 1,915	\$ 64
ISD Special Education	10.00%	\$ 43,154	\$ 1,438
ISD Vocational Education	0.00%	\$ -	\$ -
COMMUNITY COLLEGE			
Lansing Community College - LCC	10.00%	\$ 36,460	\$ 1,215
Subtotal to Above	-	\$ 131,961	\$ 4,399
LOCAL SCHOOL MILLAGES: excludes State School millages			
Lansing School District Debt (District #33020)	100.00%	\$ 229,840	\$ 7,661
Lansing School District Debt (District #33020)	100.00%	\$ 215,475	\$ 7,182
Subtotal to Above	-	\$ 445,315	\$ 14,844
Subtotal of All of the Above	-	\$ 883,830	\$ -
STATE SCHOOL MILLAGES: excludes Local School millages			
State Education Tax - SET	10.00%	\$ 57,111	\$ 1,904
Local School Operating - LSO	10.00%	\$ 169,769	\$ 5,659
Subtotal to Above	-	\$ 226,880	\$ 7,563
GRAND TOTAL OF NEW TAX REVENUE TO THE ABOVE	-	\$ 1,110,710	-

Eligible Activities and Eligible Costs:

Eligible activities are estimated at approximately \$6,406,231 (inclusive of fees associated with BRA Administration, BRA Brownfield Plan & Work Plan Implementation, Local Brownfield Revolving Fund (LBRF) and State of Michigan Brownfield Redevelopment Fund (MBRF)) of which the projected costs of developer eligible activities are \$5,812,973. By way of adoption of this Plan, the Brownfield Plan will cap developer eligible activity costs at \$5,812,973 so long as there are available revenues. Developer Brownfield costs in this Plan are extraordinary and as a result, even with the maximum number of years of tax capture allowed, the Developer may not be fully reimbursed. The resultant shortfall to Developer is estimated at \$632,113.

Eligible Activities	Eligible Costs
DEQ Eligible Activities	
Department-Specific Activities	
Baseline Environmental Assessment (BEA) Activities	\$ 236,500
Due Care Activities	\$ 2,223,768
Additional Response Activities	\$ 113,250
MSF Non-Environmental Eligible Activities	
Demolition Activities	\$ 1,099,719
Lead and Asbestos Abatement Activities	\$ 214,000
Infrastructure Improvements Activities	\$ 225,000
Site Preparation Activities	\$ 94,300
Contingency (15%)	\$ 411,488
Interest (3% Simple Interest)	\$ 1,109,247
<i>Subtotal</i>	<i>\$ 5,727,273</i>
Brownfield Plan & Work Plan Preparation	\$ 65,700
Brownfield Plan & Work Plan Implementation (to Developer)	\$ 15,000
Local Application Fees	\$ 5,000
<i>Subtotal: To Developer *</i>	<i>\$ 5,812,973</i>
Brownfield Redevelopment Authority (BRA) Administration	\$ 186,127
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ 15,000
BRA Local Brownfield Revolving Fund (LBRF)	\$ 186,127
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 206,004
<i>Subtotal: To BRA & State</i>	<i>\$ 593,259</i>
GRAND TOTAL	\$ 6,406,231
* To meet Developer Reimbursement Obligations.	

INTRODUCTION

The City of Lansing, Michigan (the “City”), established the Lansing Brownfield Redevelopment Authority (the “Authority”) on October 1, 1997, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of Eligible Property by providing economic incentives through tax increment financing for certain eligible activities.

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of Property within this Plan will facilitate financing of eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields” that are either environmentally contaminated (a “facility”), blighted property, historic resource or deemed functionally obsolete property. By facilitating redevelopment of Brownfield properties, this Plan, is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority. The City of Lansing has determined that this Plan is necessary to reduce unemployment, promote economic growth, and increase capital investment thus creating new taxable value for the City and the State of Michigan.

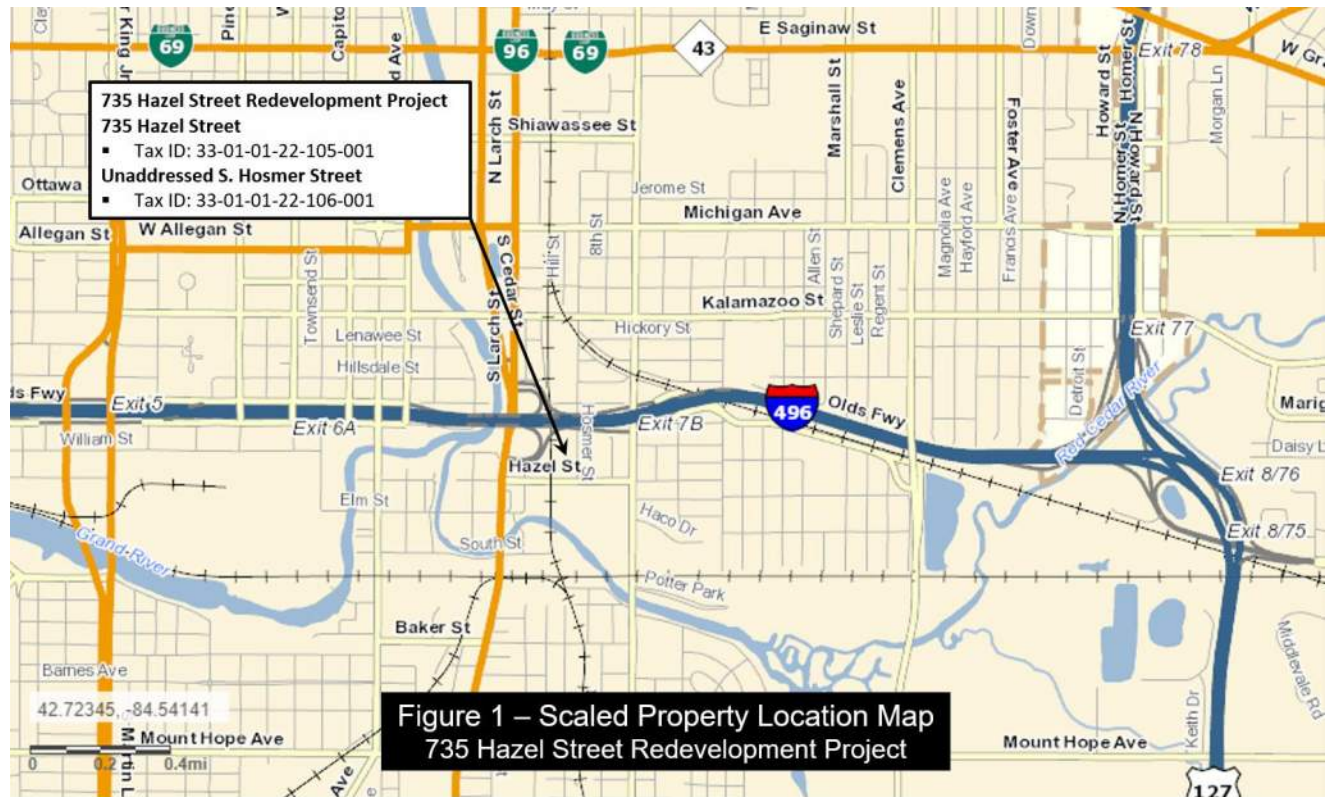
The identification or designation of a developer or proposed use for the eligible property that is the subject of this Plan, shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues. With the approval of the Authority, any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to the Plan, affect the application of the Plan to the eligible property, or impair the rights available to the Authority under this Plan.

The Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(2) of Act 381.

1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(2)(H))

The Eligible Property ("Property") consists of two parcels and is located at 735 Hazel Street and an Unaddressed S. Hosmer Street, Lansing Michigan. The Property is situated to the north of Hazel Street and east and west of S. Hosmer Street as depicted on Figure 1 – Scaled Property Location Map. The Property contains approximately 4.866-acres in the City of Lansing ("City") on two parcels as depicted on Figure 2 – Eligible Property Map.



The Eligible Property parcels are summarized in the below table. See Exhibit A, Legal Descriptions – Eligible Property.

Eligible Property		
Address	Tax ID	Basis of Eligibility
735 Hazel Street	33-01-01-22-105-001	Facility
Unaddressed S. Hosmer Street	33-01-01-22-106-001	Facility

The Property is surrounded by industrial operations. The Property is zoned “I” Heavy Industrial District and “H” Light Industrial District and these zoning districts allow for the proposed Project development under the “Special Land Use Permit” secured on February 12, 2018 to allow for Residential Uses. All other planned uses are permitted uses under the current zoning.

The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

One parcel is currently vacant, and the other contains a large former heavy manufacturing facility and office building. The Property is in a transitional neighborhood zone in the City of Lansing. It is the heart of the early 20th century industrial zone along the Red Cedar River which was the edge of the incorporated municipality at the time. Post WWII the single-family home expansion of Lansing moved south from this area. As the Property became obsolete during the decentralization of industry in the 50’s and 60’s the residential and commercial areas around this Property fell into blight as well. This Property and the adjacent parcels have created a hole in Lansing’s ability to be cohesive and connected through its neighborhoods. This Property is located between the stable neighborhood commercial districts of REO Town and the Michigan Avenue Corridor, which is the regional scaled streetscape identified for growth through the City. There is a joint committee of regional municipalities, the local transit authority, and private business for a cohesive plan known as Shaping the Avenue to develop a common streetscape across four municipal boundaries. 735 Hazel Redevelopment Project is bordered on the other two sides by residential neighborhoods. The City has worked to build better connections through this area with the City River Trail. The section of trail that passes through here connects Potters Park to REO Town and the Central Business District. This section of the city provides the best opportunity for alternative transportation models to connect the downtown to the surrounding residential and neighborhood commercial centers as well.

The Property consists of two parcels of land that each have been independently deemed a “facility” in accordance with Act 381 forming the parcels basis of eligibility. The parcels are located within the boundaries of the City of Lansing, Michigan.



The Project proposes to redevelop an underutilized, substantially abandoned, vacant and contaminated property into a mixed-use redevelopment for the City of Lansing and State of Michigan, both during Project construction and subsequent operations. The redevelopment integrates design elements, environmental activities, and economic development to further goals of the City, the Michigan Department of Environmental Quality (“MDEQ”) and the Michigan Economic Development Corporation (“MEDC”). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) due care and additional response activities that will address the contamination on the Property, reducing the threat to human health and the environment; and (3) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The overall redevelopment of this site will include lead, cadmium and asbestos abatement, select demolition of the building, environmental due care and additional response activities, site preparation, infrastructure improvements and redevelopment into an mixed-use development project. The applicant has a strong desire to put this Property back to productive use and drastically improve the aesthetics of the area.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the “Property.” Incremental tax revenues resulting from new personal property will be captured. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan, and an executed Reimbursement Agreement (“Agreement”) between the Developer and the Authority.



2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for industrial purpose; (b) each of the two parcels comprised by the Property have been determined to be a “facility”; and, (c) the Property is located within the City of Lansing, a qualified local governmental unit, or “Core Community” under Act 381.

Eligible Property		
Address	Tax ID	Basis of Eligibility
735 Hazel Street	33-01-01-22-105-001	Facility
Unaddressed S. Hosmer Street	33-01-01-22-106-001	Facility

Exhibit B includes a history of the property and an overview of the environmental and non-environmental conditions on the Property as it is related to its basis of eligibility and inclusion in the Plan. As Eligible Property, the Property is eligible for Brownfield redevelopment incentives from the Authority.

3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (2)(A),(B))

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include Baseline Environmental Assessment, due care, additional response, lead and asbestos abatement, demolition, infrastructure improvements, site preparation, preparation of a Brownfield Plan/Act 381 Work Plan, Brownfield Plan implementation, interest, and application fees.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan may switch categories if onsite, offsite or Property conditions change. If conditions change, an eligible activity may fall under a different category so long as the Plan adjustments stay within the Environmental activity category and the Non-Environmental activity category because this Plan contemplates capture of state revenues.

For Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total combined costs of said activities plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

For Non-Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total Non-Environmental costs plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed. Amendments to Act 381 that were signed in to law on December 28, 2012 to allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan, if those costs and the eligible property are subsequently included in an approved Plan. In the event that eligible activities are performed prior to Plan approval, approved eligible activity costs will be reimbursable in accordance with Act 381. Furthermore, costs in this Plan are subject to approval by the MDEQ and MSF (through the MEDC) for the use of state tax increment revenues. The MDEQ and MSF/MEDC may adjust specific eligible activities amongst environmental and non-environmental eligible activities in accordance with state policy and guidance. Changes made between environmental and non-environmental eligible activities will be reflected in the Act 381 Work Plan. These adjustments made by the state agencies are allowed and do not change the validity of this Plan, so long as the Grand Total of eligible activity costs identified are not exceed. Any costs

not authorized by the MDEQ or MSF/MEDC will become reimbursable costs with captured local-only tax increment revenues from locally levied millages, if available.

In accordance with this Plan and the associated Reimbursement Agreement (the "Agreement") with the Authority, the amount advanced by the Developer will be repaid by the Authority solely from the tax increment revenues realized from the Eligible Property.

Tax increment revenues will first be used to pay or reimburse State Brownfield Revolving Fund costs described in the tables. Local and state school tax capture was assumed to reimburse eligible activity costs in this Plan. Further use of tax increment revenues generated by this Project will be governed by the Agreement.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of the Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Agreement.

Eligible activities are estimated at approximately \$6,406,231 (inclusive of fees associated with BRA Administration, BRA Brownfield Plan & Work Plan Implementation, Local Brownfield Revolving Fund (LBRF) and State of Michigan Brownfield Redevelopment Fund (MBRF)) of which the projected costs of developer eligible activities are \$5,812,973. By way of adoption of this Plan, the Brownfield Plan will cap developer eligible activity costs at \$5,812,973 so long as there are available revenues. However, based upon current estimates of Projected Taxable Value, the identified Eligible Activities to the Developer in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 30-year capture period, because the Plan only estimates \$5,764,465 in potential tax capture. After tax capture payments to other obligations identified in this Plan (BRA Administration, BRA Brownfield Plan & Work Plan Implementation, BRA Local Brownfield Revolving Fund (LBRF), and State of Michigan Brownfield Redevelopment Fund (MBRF)), the resultant shortfall to Developer is estimated at \$632,113. If the actual costs of eligible activities are lower than the estimates identified in this Plan capture to Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be satisfied.

The Project is planned to be completed by January 31, 2020. However, due to the required long-term (for perpetuity) annual Sampling and Operation & Maintenance of the environmental Vapor Intrusion System, additional years to complete Eligible Activities are included in this Plan beyond the typical 2 years required by the Authority. Therefore, the Authority shall not be obligated to reimburse Developer Eligible Activities completed after December 31, 2023.

Table 1a - Itemized Eligible Activities	Notes	Eligible Activity Amount Supported in Brownfield Plan	Local Tax Capture	State School Tax Capture	Local Tax Capture Only	State Tax Capture Only
			64.36%	35.64%	100.00%	100.00%
DEQ Eligible Activities						
Department-Specific Activities						
Baseline Environmental Assessment (BEA) Activities		\$ 236,500	\$ 152,203	\$ 84,297	\$ -	\$ -
Due Care Activities		\$ 2,223,768	\$ 1,431,134	\$ 792,634	\$ -	\$ -
Additional Response Activities		\$ 113,250	\$ 72,883	\$ 40,367	\$ -	\$ -
DEQ Environmental Eligible Activities Total		\$ 2,573,518	\$ 1,656,220	\$ 917,298	\$ -	\$ -
MSF Eligible Activities						
Demolition Activities		\$ 1,099,719	\$ 707,738	\$ 391,981	\$ -	\$ -
Lead and Asbestos Abatement Activities		\$ 214,000	\$ 137,722	\$ 76,278	\$ -	\$ -
Infrastructure Improvements Activities		\$ 225,000	\$ 144,802	\$ 80,198	\$ -	\$ -
Site Preparation Activities		\$ 94,300	\$ 60,688	\$ 33,612	\$ -	\$ -
MSF Non-Environmental Eligible Activities Total		\$ 1,633,019	\$ 1,050,950	\$ 582,069	\$ -	\$ -
	Percentage/Rate					
Contingency: DEQ Environmental	15.0%	\$ 166,535	\$ 107,176	\$ 59,359	\$ -	\$ -
Contingency: MSF Non-Environmental	15.0%	\$ 244,953	\$ 157,642	\$ 87,310	\$ -	\$ -
<i>Sub Total: Contingencies</i>		<i>\$ 411,488</i>	<i>\$ 264,818</i>	<i>\$ 146,670</i>	<i>\$ -</i>	<i>\$ -</i>
Interest: DEQ Environmental (Simple Interest)	3.0%	\$ 428,844	\$ 275,988	\$ 152,856	\$ -	\$ -
Interest: MSF Non-Environmental (Simple Interest)	3.0%	\$ 680,403	\$ 437,882	\$ 242,521	\$ -	\$ -
<i>Sub Total: Interest</i>		<i>\$ 1,109,247</i>	<i>\$ 713,870</i>	<i>\$ 395,377</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Sub Total: EAs + Contingencies + Interest</i>		<i>\$ 5,727,273</i>	<i>\$ 3,685,858</i>	<i>\$ 2,041,414</i>	<i>\$ -</i>	<i>\$ -</i>
Brownfield Plan & Work Plan Preparation		\$ 65,700	\$ 19,307	\$ 10,693	\$ 35,700	\$ -
Brownfield Plan & Work Plan Implementation (to Developer)		\$ 15,000	\$ 9,653	\$ 5,347	\$ -	\$ -
Local Application Fees		\$ 5,000	-	-	\$ 5,000	\$ -
Total Developer Administration: Brownfield Plan & Work Plan Preparation + Brownfield Plan & Work Plan Implementation (to Developer) + Application Fees		\$ 85,700	\$ 28,960	\$ 16,040	\$ 40,700	\$ -
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration</i>		<i>\$ 5,812,973</i>	<i>\$ 3,714,819</i>	<i>\$ 2,057,454</i>	<i>\$ 40,700</i>	<i>\$ -</i>
Brownfield Redevelopment Authority (BRA) Administration		\$ 186,127	\$ -	\$ -	\$ 186,127	\$ -
BRA Brownfield Plan & Work Plan Implementation (to BRA)		\$ 15,000	\$ 9,653	\$ 5,347	\$ -	\$ -
BRA Local Brownfield Revolving Fund (LBRF)		\$ 186,127	\$ -	\$ -	\$ 186,127	\$ -
Total BRA : BRA Administration + BRA Brownfield Plan & Work Plan Implementation + LBRF		\$ 387,254	\$ 9,653	\$ 5,347	\$ 372,254	\$ -
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration + Total BRA</i>		<i>\$ 6,200,227</i>	<i>\$ 3,724,472</i>	<i>\$ 2,062,800</i>	<i>\$ 412,954</i>	<i>\$ -</i>
State of Michigan Brownfield Redevelopment Fund (MBRF)		\$ 206,004	\$ -	\$ -	\$ -	\$ 206,004
GRAND TOTAL: EAs + Contingencies + Interest + Developer Administration + Total BRA + MBRF		\$ 6,406,231	\$ 3,724,472	\$ 2,062,800	\$ 412,954	\$ 206,004

Table 1b - Summary of Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan
Total Local Taxes to Developer for Eligible Activities, Contingency and Interest	\$ 3,755,519
Total Local Tax Capture for Eligible Activities, Contingency and Interest	\$ 3,755,519
Total Local Taxes to BRA Administration	\$ 186,127
Total Local Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ 9,653
Total Local Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ 186,127
Total Local Tax Capture to BRA	\$ 381,908
Total School Taxes to Developer for Eligible Activities, Contingency and Interest	\$ 2,057,454
Total School Tax Capture for Eligible Activities, Contingency and Interest	\$ 2,057,454
Total School Taxes to BRA Administration	\$ -
Total School Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ 5,347
Total School Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ -
Total School Tax Capture to BRA	\$ 5,347
Total School Taxes to State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 206,004
Total School Tax Capture to BRA & MBRF	\$ 211,351
Total Capture by Brownfield Redevelopment Authority (BRA)	\$ 387,254
Total Capture by State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 206,004
Total Capture for Developer	\$ 5,812,973
GRAND TOTAL	\$ 6,406,231

4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(2)(C),(F))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. The initial taxable value of the Property shall be determined by the use of tax year 2018 tax values. Tax increment revenue is expected to be available for capture by the redevelopment on the Property in 2020. Estimates project that the Authority is expected to capture the tax increment revenues from 2020 through 2049 which will be generated by the increase in taxable value. The following table provides a summary of the captured incremental taxable values and tax increment revenues captured which it will provide after completion of the redevelopment Project. In addition, detailed tables of estimated tax increment revenues to be captured is attached to this Plan as Exhibit C, Table 4 - Tax Increment Financing Estimates. Prior to commencement of reimbursement to the Developer,

payment of State Brownfield Revolving Fund will occur.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property set through the property assessment process by the local unit of government and equalized by the County(s). The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture. Developer costs in this Plan are estimated at \$5,812,973 so long as there are available revenues. However, based upon current estimates of Projected Taxable Value, the identified Eligible Activities to the Developer in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 30-year capture period, because the Plan only estimates \$5,764,465 in potential tax capture. After tax capture payments to other obligations identified in this Plan (BRA Administration, BRA Brownfield Plan & Work Plan Implementation, BRA Local Brownfield Revolving Fund (LBRF), and State of Michigan Brownfield Redevelopment Fund (MBRF)), the resultant shortfall to Developer is estimated at \$632,113. If the actual costs of eligible activities are lower than the estimates identified in this Plan capture to Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be satisfied.

Table 2 - Estimated Captured Incremental Taxable Values & Tax Increment Revenues Captured		
Tax Year	Captured Incremental Taxable Values	Tax Increment Revenues Captured
2018 - Base Year	\$ -	\$ -
2019	\$ -	\$ -
2020 - Start of Tax Capture	\$ 2,751,841	\$ 161,941
2021	\$ 2,759,178	\$ 162,931
2022	\$ 2,767,034	\$ 163,953
2023	\$ 2,784,318	\$ 165,395
2024	\$ 2,802,136	\$ 166,869
2025	\$ 2,826,427	\$ 168,634
2026	\$ 2,854,233	\$ 170,562
2027	\$ 2,882,593	\$ 172,524
2028	\$ 2,914,482	\$ 174,649
2029	\$ 2,908,698	\$ 174,912
2030	\$ 2,950,303	\$ 177,496
2031	\$ 2,951,283	\$ 178,513
2032	\$ 2,997,360	\$ 181,296
2033	\$ 3,044,036	\$ 184,115
2034	\$ 3,091,319	\$ 186,971
2035	\$ 3,139,216	\$ 189,864
2036	\$ 3,187,737	\$ 192,795
2037	\$ 3,236,887	\$ 195,763
2038	\$ 3,286,677	\$ 198,771
2039	\$ 3,337,114	\$ 201,817
2040	\$ 3,388,207	\$ 204,903
2041	\$ 3,439,964	\$ 208,029
2042	\$ 3,492,394	\$ 211,196
2043	\$ 3,545,505	\$ 214,404
2044	\$ 3,599,307	\$ 217,653
2045	\$ 3,653,809	\$ 220,945
2046	\$ 3,709,018	\$ 224,280
2047	\$ 3,764,946	\$ 227,658
2048	\$ 3,821,601	\$ 231,080
2049	\$ 3,878,992	\$ 234,546
Total Estimated Tax Increment Revenues Captured		\$ 5,764,465

NOTE: Developer costs in this Plan are estimated at \$5,812,973 so long as there are available revenues. However, based upon current estimates of Projected Taxable Value, the identified Eligible Activities to the Developer in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 30-year capture period, because the Plan only estimates \$5,764,465 (per above table) in potential tax capture. The resultant shortfall to Developer is estimated at \$632,113. However, if the actual costs of eligible activities are lower than the estimates identified in this Plan capture to Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be satisfied.

5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(2)(D))

Eligible activities in this Plan are to be financed by the Owner. The Owner will obtain conventional bank financing for a construction loan equal to approximately 75% loan to cost. The owner will fulfill the obligation for the remaining 25% balance of funds needed through a combination of cash, land equity, and other funding sources (i.e. public grants, loans, etc.). The construction lender will require a personal guarantee from the loan sponsor and will likely require that the Owner's fund their 25% of the capital stack prior to drawing on the construction loan. As the Owner is still finalizing the Project costs, they have not yet selected a lender. However, the Owners have had preliminary discussions with several banks that they have existing relationships with and they are excited about the opportunity to provide construction financing for this Project along the terms they are seeking. Financial close and the start of construction is expected in October 2018 and is anticipated to be completed by January 31, 2020, pending incentive approvals.

The Developer will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of required capture used to reimburse the Developer for costs in this Plan is \$5,812,973 so long as there are available revenues.

All reimbursements authorized under this Plan shall be governed by the Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements from tax increment revenues generated by this Project and does not obligate the Authority or City to fund any reimbursement or to enter into the Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Agreement contemplated by this Plan.

The Authority anticipates collecting \$206,004 under this Plan for State Brownfield Revolving Fund (State of Michigan Brownfield Redevelopment Fund {MBRF}). MBRF capture is reflective of the redevelopment project being completed.

6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(2)(E))

The Authority will not incur a note or bonded indebtedness for this Brownfield Project under this Plan.

7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(2)(F))

Subject to Section 13b(16) of Act 381, the date of tax capture shall commence no earlier than 2020 or the immediate following year—as increment revenue becomes available, but the beginning date of tax increment revenues capture shall not exceed five years beyond the date of the governing body resolution approving the Plan. In no event shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this

Plan. Total estimated Plan capture duration for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan (including amendments) Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, BRA Administration & Application Fees, and LBRF & MBRF capture shall not exceed 30 years (2020-2049).

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.
- b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the Project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least five (5) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(2)(G))

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed). The impact to each individual taxing jurisdiction may be as much as their proportionate share of \$6,406,231. Table 1a identifies the total amount required for the Project's eligible activities so long as there are sufficient revenues available to capture. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented Exhibit C, Table 4.

Table 3 - Impact to Taxing Jurisdictions			
Taxing Unit	Incremental Taxes Paid	Taxes Returned to Taxing Unit	Impact to Taxing Jurisdiction
CITY OF LANSING	-	-	-
City Operating - Lansing	\$ 1,861,703	\$ 186,170	\$ 1,675,533
City Debt - Lansing	\$ 24,899	\$ 24,899	\$ -
INGHAM COUNTY	-	-	-
County Operating - General Operations	\$ 611,719	\$ 61,172	\$ 550,547
County Operating - Indigent Veterans Support	\$ 3,160	\$ 316	\$ 2,844
Potter Park Zoo & Potter Park (2016-20)	\$ 39,264	\$ 3,926	\$ 35,338
Public Transportation - Elderly & Disabled (2016-20)	\$ 57,460	\$ 5,746	\$ 51,714
Animal Control Shelter & Operating (2016-21)	\$ 22,984	\$ 2,298	\$ 20,686
911 System - Emergency Telephone Services (2016-19)	\$ 81,402	\$ 8,140	\$ 73,261
Juvenile Justice (2017-21)	\$ 57,460	\$ 5,746	\$ 51,714
Health Care Services (through 2019)	\$ 33,518	\$ 3,352	\$ 30,166
Parks/Trails (through 2019)	\$ 47,883	\$ 4,788	\$ 43,095
Capital Region Airport Authority - CRAA	\$ 66,941	\$ 6,694	\$ 60,247
Capital Area Transportation Authority - CATA	\$ 287,970	\$ 28,797	\$ 259,173
LIBRARY	-	-	-
Capital Area District Libraries - CADL	\$ 149,396	\$ 14,940	\$ 134,456
INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-
ISD Operating	\$ 19,153	\$ 1,915	\$ 17,238
ISD Special Education	\$ 431,544	\$ 43,154	\$ 388,389
ISD Vocational Education	\$ -	\$ -	\$ -
COMMUNITY COLLEGE	-	-	-
Lansing Community College - LCC	\$ 364,603	\$ 36,460	\$ 328,142
LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-
Lansing School District Debt (District #33020)	\$ 229,840	\$ 229,840	\$ -
Lansing School District Debt (District #33020)	\$ 215,475	\$ 215,475	\$ -
STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-
State Education Tax - SET	\$ 571,114	\$ 57,111	\$ 514,003
Local School Operating - LSO	\$ 1,697,686	\$ 169,769	\$ 1,527,918
Totals	\$ 6,875,175	\$ 1,110,710	\$ 5,764,465
Total Tax Increment Revenues Captured			\$ 5,764,465

9. DISPLACEMENT OF PERSONS (SECTION 13(2)(I-L))

The Property is substantially vacant. There are no persons residing on the Property and the limited businesses residing on the Property will temporarily be relocated within the building or to other properties owned by the partner Owners. The few tenant businesses are under month to month leases and have expressed interest to moved back into their current or similar space upon completion of the redevelopment. Additionally, there are no residences or businesses that will be acquired to be cleared; therefore, there will be no adverse displacement or adverse relocation of persons or businesses under this Plan.

10.LOCAL BROWNFIELD REVOLVING FUND (SECTION 8)

The Authority has established a Local Brownfield Revolving Fund (LBRF). The Authority will capture incremental tax revenues during the tax capture period of this Plan and deposit those revenues into the LBRF to fund other projects within the City of Lansing. All funds deposited in the LBRF shall be in accordance with Section 8 of Act 381.

11.STATE BROWNFIELD REDEVELOPMENT FUND (SECTION 8A)

The Authority shall pay to the Department of Treasury at least once annually an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the Authority pays an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13B(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

12.OTHER INFORMATION (SECTION 13(2)(M))

The Authority and the City, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

EXHIBITS

EXHIBIT A
Legal Descriptions - Eligible Property
735 Hazel, LLC – 735 Hazel Street Redevelopment Project
735 Hazel Street and Unaddressed S. Hosmer Street, Lansing MI
Brownfield Plan #70

Land situated in the City of Lansing, County of Ingham, State of Michigan, described as follows and shown on the attached Lot & Topographic Surveys (2 pages) for:

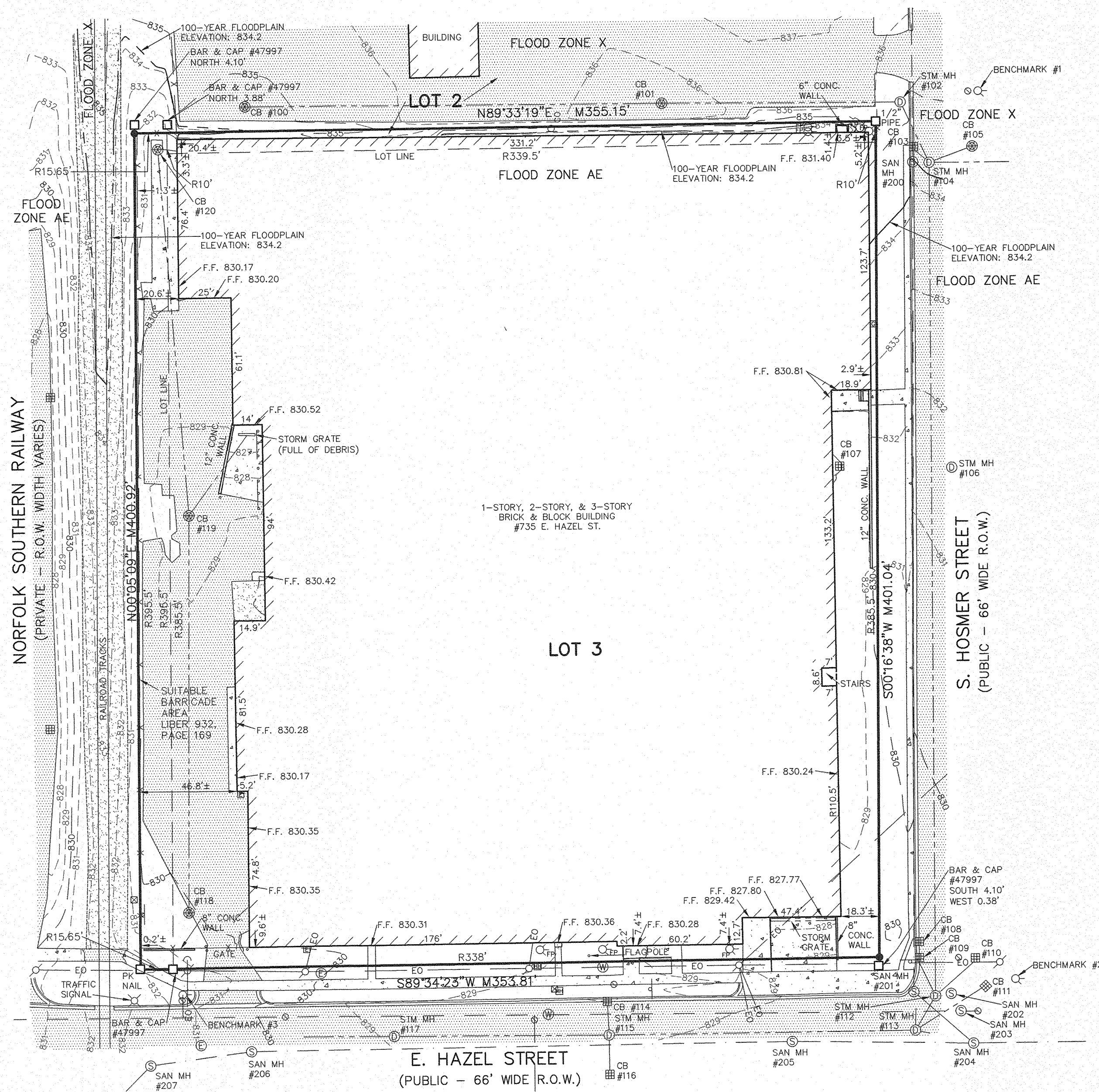
1. Parcel Identification Number: 33-01-01-22-105-001
Address: 735 Hazel Street; located in Ingham County

Lot 3 and the South 10 feet of Lot 2, also commencing at the Southwest corner of Lot 3, thence North 395.5 feet along the West line of said Lot 3 and Lot 2; thence West 15.65 feet; thence South 395.5 feet parallel with the West line of Lots 2 and 3; thence East 15.65 feet to the beginning, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records.

2. Parcel Identification Number: 33-01-01-22-106-001
Address: Unaddressed S. Hosmer Street; located in Ingham County

The North 217.5 feet of Lot 1, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records.

FOR: **FUNK ZONE INVESTORS, LLC**

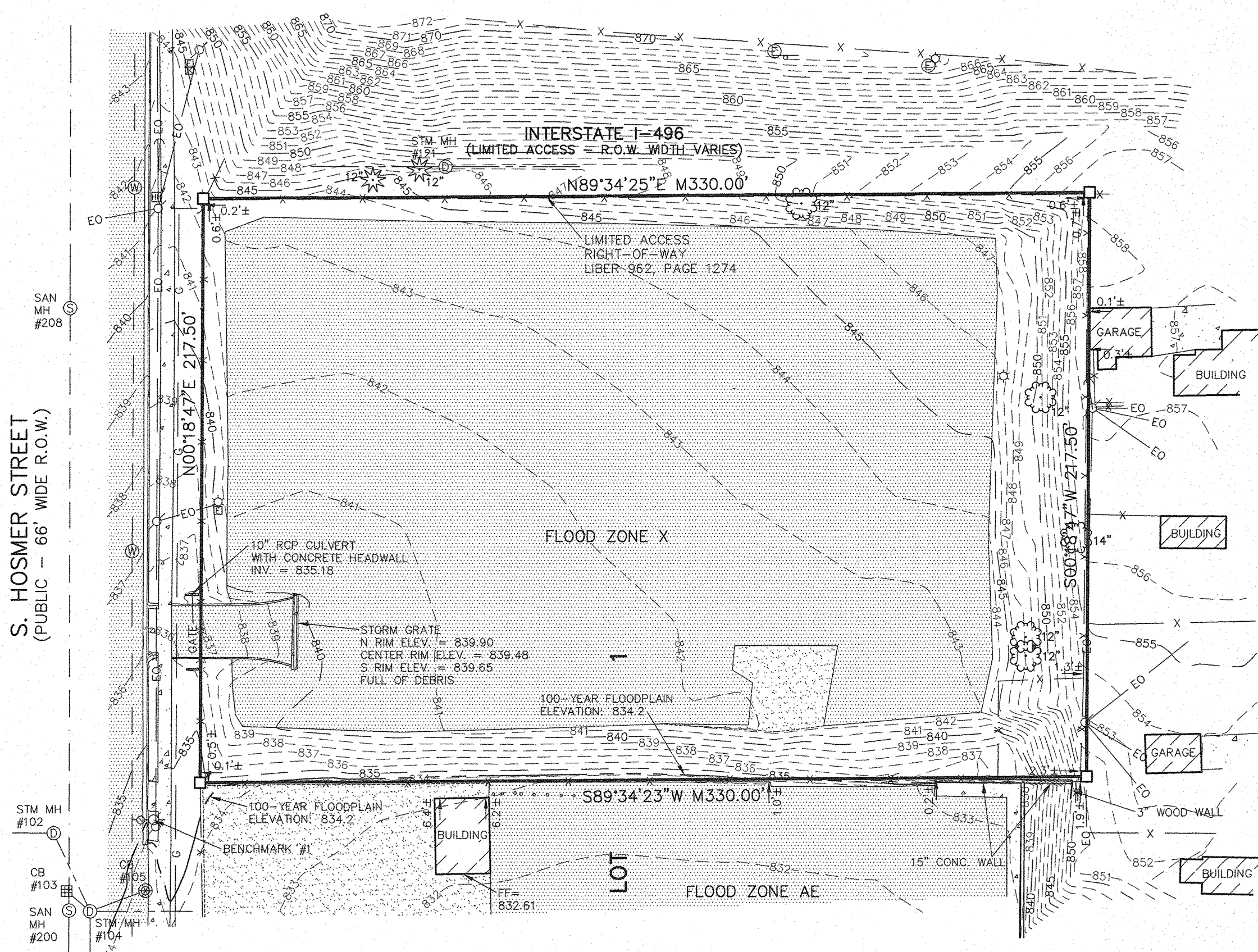
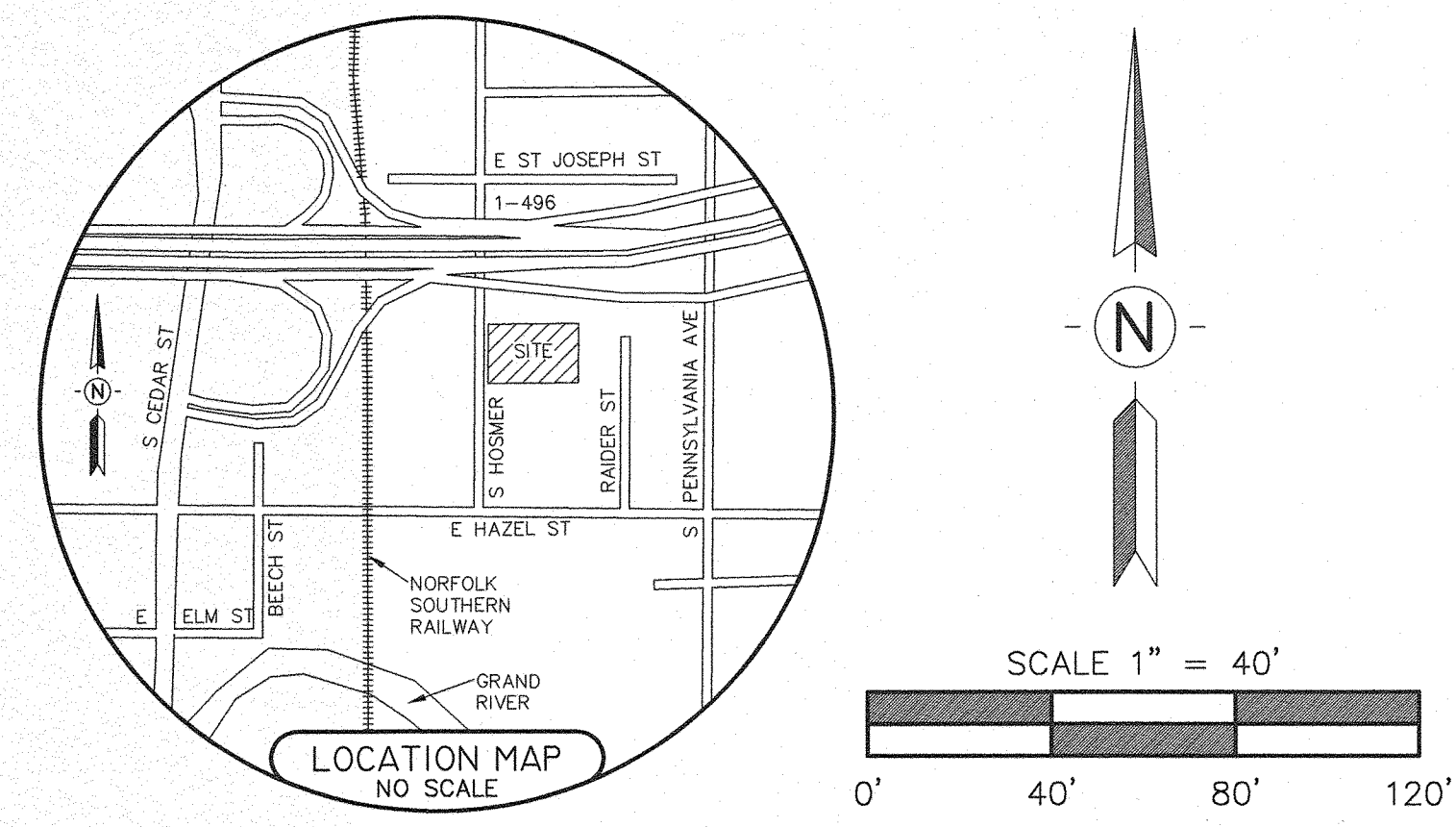


REVISIONS	COMMENTS	KEBS, INC. ENGINEERING AND LAND SURVEYING 2116 HASLETT ROAD, HASLETT, MI 48840 PH 517-339-1014 FAX 517-339-8047 WWW.KEBS.COM
11/07/2017	ORIGINAL	
		Marshall Office — Ph. 269-781-9800
		DRAWN BY SSF SECTION 22, T4N, R2W
		FIELD WORK BY SW/CMM JOB NUMBER:
		SHEET 1 OF 1 92768.TOP

LOT & TOPOGRAPHIC SURVEY

FOR: FUNK ZONE INVESTORS, LLC

"VACANT - S. HOSMER STREET, LANSING, MI 48912"



BENCHMARKS

BENCHMARK #1 ELEV. = 835.89 (NAVD88)
NORTHEAST FLANGE BOLT, UNDER "N", FIRE HYDRANT, EAST SIDE OF S. HOSMER STREET, 50' EAST AND 20' NORTH OF NORTHEAST BUILDING CORNER OF #735 E. HAZEL STREET.

BENCHMARK #2 ELEV. = 830.95 (NAVD88)
NORTHWEST FLANGE BOLT, UNDER "W", FIRE HYDRANT, NORTHEAST QUADRANT OF INTERSECTION OF S. HOSMER STREET AND E. HAZEL STREET.

BENCHMARK #3 ELEV. = 832.76 (NAVD88)
NORTHWEST FLANGE BOLT, FIRE HYDRANT, NORTH SIDE OF E. HAZEL STREET, 30' WEST AND 20' SOUTH OF SOUTHWEST BUILDING CORNER OF #735 E. HAZEL STREET.

SEWER INVENTORIES

STORM MANHOLE #102
RIM ELEV. = 835.03
12" RCP SE INV. = 827.26
12" RCP W INV. = 827.31

CATCH BASIN #103
RIM ELEV. = 834.29
12" RCP SE INV. = 829.41

STORM MANHOLE #104
RIM ELEV. = 834.41
12" RCP NE INV. = 827.59
12" RCP E INV. = 825.23
12" RCP S INV. = 825.11
12" RCP NW INV. = 827.44
12" RCP NW INV. = 826.38

CATCH BASIN #105
RIM ELEV. = 833.54
12" RCP SW INV. = 829.96

STORM MANHOLE #121
RIM ELEV. = 847.72
30" HDPE E INV. = 838.95
30" HDPE W INV. = 836.33
SUMP ELEV. = 835.92

SANITARY MANHOLE #200
RIM ELEV. = 834.27
8" RCP N INV. = 824.15
8" RCP S INV. = 824.07

SANITARY MANHOLE #208
RIM ELEV. = 840.15
UNABLE TO REMOVE MANHOLE COVER

LEGAL DESCRIPTION:

(As provided by First American Title Insurance Company, Commitment No. 162212, dated February 1, 2017)

The North 217.5 feet of Lot 1, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records.

SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by First American Title Insurance Company, Commitment No. 162212, dated February 1, 2017)

Item 7: Easement for Ingress and Egress to the Michigan State Highway Department, set forth in Liber 962, Page 1274, abuts parcel, is plottable, and is shown hereon.

SURVEYOR'S NOTES:

- This plan was made at the direction of the parties named hereon and is intended solely for their immediate use. Survey prepared from fieldwork performed in October 2017.
- All bearings and distances on the survey are record and measured unless otherwise noted. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing C.O.R.S.
- All dimensions are in feet and decimals thereof.
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- No building tie dimensions are to be used for establishing the property lines.
- There are no observable potential encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as shown hereon.
- Wetlands, if any, not shown hereon.
- This property lies partially within Flood Zone "X", areas outside the 1% annual chance floodplain, and partially within Flood Zone "AE" according to the National Flood Insurance Program, Flood Insurance Rate Map for the City of Lansing, Ingham County, Michigan, Community Panel No. 260090 0131 D, dated August 16, 2011. Elevation of the 100-year floodplain per FEMA data is 834.2' (NAVD88).

LEGEND

- = SET 1/2" BAR WITH CAP
- = FOUND BAR & CAP #53497
- = DEED LINE
- = DISTANCE NOT TO SCALE
- *— = FENCE
- ▨ = ASPHALT
- ▩ = CONCRETE
- ▩ = GRAVEL
- +860 = EXISTING SPOT ELEVATION
- 860 = EXISTING CONTOUR ELEVATION
- = SANITARY SEWER
- = STORM SEWER
- = WATER LINE
- EO— = OVERHEAD WIRES
- = EDGE OF WOODS
- ☼ = DECIDUOUS TREE
- ☼ = CONIFEROUS TREE
- ☼ = BUSH
- ⊙ = SANITARY MANHOLE
- ⊙ = DRAINAGE MANHOLE
- ⊙ = ELECTRIC MANHOLE
- ⊙ = WATER MANHOLE
- ⊙ = CATCH BASIN
- ⊙ = SANITARY CLEANOUT
- ⊙ = FIRE HYDRANT
- ⊙ = VALVE
- ⊙ = UTILITY POLE
- ⊙ = LIGHT POLE
- ⊙ = GUY WIRE
- ⊙ = ELECTRIC METER
- ⊙ = GAS METER
- ⊙ = WATER METER
- ⊙ = SIGN
- ⊙ = POST/BOLLARD
- ⊙ = FIRE PROTECTION
- ⊙ = HANDHOLE
- ⊙ = UTILITY PEDESTAL

ERICK R. FRIESTROM 11/08/17
ERICK R. FRIESTROM DATE
PROFESSIONAL SURVEYOR NO. 53497

REVISIONS	COMMENTS	KEBS, INC. ENGINEERING AND LAND SURVEYING	
11/08/2017	ORIGINAL	2118 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX 517-339-8047 WWW.KEBS.COM	
		Marshall Office - Ph. 269-781-9800	
		DRAWN BY: SSF	SECTION 22, T4N, R2W
		FIELD WORK BY: SW/CMM	JOB NUMBER:
		SHEET 1 OF 1	92769.TOP

EXHIBIT B
Basis of Brownfield Eligibility - Supportive Environmental and Non-Environmental Information
735 Hazel, LLC - 735 Hazel Street Redevelopment Project
735 Hazel Street and Unaddressed S. Hosmer Street, Lansing MI
Brownfield Plan #70

A. PROPERTY INFORMATION

The Eligible Property is comprised of two parcels located in the City of Lansing, as summarized below:

- Parcel Identification Number: 33-01-01-22-105-001
Address: 735 Hazel Street, Lansing MI; located in Ingham County
- Parcel Identification Number: 33-01-01-22-106-001
Address: Unaddressed S. Hosmer Street, Lansing MI; located in Ingham County

Refer to Figures 1 and 2, the Scaled Property Location Map and the Eligible Property Map, for the parcel locations.

B. HISTORY

According to historical documents summarized in Phase I Environmental Site Assessments (ESAs) prepared by TRC Environmental Corporation (TRC) in November 2017, both on behalf of 735 Hazel, LLC and One Hosmer, LLC, the earliest Property use on record is by John Bean Manufacturing Company who originally built the facility in 1914 and occupied the building from 1916 through 1945. In this building they became the largest manufacturers of orchard spray equipment in the world. R.E. Olds founded Kold-Hold Manufacturing Company in 1932 to develop a system for refrigerating truck trailers. In 1945 Kold-Hold Manufacturing Company occupied the building. Their refrigeration system provided a special insulated trailer and fixed-based refrigeration system that coupled to the trailer to cool the trailer and its entire contents. This pioneering system enabled a load to stay cool for several days after it was disconnected from the fixed system. REO Speed Wagon trucks were used for development and demonstration of the system. REO sold the successful company to James R. Tranter in 1937, he was a former manager of Kold-Hold, and he renamed it Tranter Corp. in 1954. In 1967, the company acquired a plant in Wichita Falls, TX and began the process of relocation from Lansing MI. By the mid-1980's production was all located in Wichita Falls, TX. From approximately 1960's through the mid-1980's the Property has had multiple commercial and industrial uses. In 1986 the State of Michigan, the last major tenant, occupied the Property through the early 2000's for records storage. From the early 2000's the Property has been vacant at times or extremely underutilized. Additional more detailed information is available in the developer's completed Baseline Environmental Assessments (BEAs), see Attachments 1 and 2 for the BEAs filed on each parcel.

C. ENVIRONMENTAL FINDINGS

The soil and groundwater environmental quality at the Eligible Property have been determined through the completion of multiple subsurface investigations. The predominant contaminants identified at the Property are chlorinated volatile organic compounds (CVOCs), such as trichloroethene (TCE), tetrachloroethene (PCE), cis-1,2-dichloroethylene (cis-1,2-DCE), and carbon tetrachloride. Various other volatile organic compounds (VOCs) including benzene and trimethylbenzenes, as well as aromatic hydrocarbons like naphthalene are also present in the

subsurface. TCE is the most prevalent constituent of concern (COC) in soil, groundwater and soil gas. In 2017, Site-Specific Criteria were requested from the MDEQ in order to appropriately address soil, groundwater, and soil gas concentrations. On November 9, 2017 the MDEQ provided Site-Specific Residential Volatilization to Indoor Air Criteria (VIAC) for groundwater, soil, and soil gas at the Site. Concentrations of TCE are present in soil and groundwater in excess of Site-Specific Residential VIAC provided by MDEQ. Additionally, TCE, PCE, and carbon tetrachloride are all present in sub-slab soil gas at concentrations that exceed the MDEQ provided VIAC for soil gas. These soil gas exceedances are located through the majority of the building footprint with the highest concentrations located in the northwest corner of the building (Zone 2), in the northeast corner of the former manufacturing area (Zone 1), in the central area near former paint refinishing operations (Zone 4), and in the south/southwest area (Zone 5).

In historical data, TCE concentrations in indoor air were at or above the residential Indoor Air Screening Levels (IASL) (2.1 micrograms per cubic meter [$\mu\text{g}/\text{m}^3$]) at six of the ten indoor air sample locations collected in 2016 from the first floor, and above the non-residential IASL at one location. Two additional samples (IA-5 and IA-6) had reporting limits ($<11 \mu\text{g}/\text{m}^3$) above both the residential and non-residential IASLs, making these data inconclusive for purposes of screening indoor air quality. No other compounds were detected above IASLs. In 2017, five indoor air samples were collected from the second and third floors of the building. Although concentrations were below IASLs, TCE was detected in each of the samples at concentrations ranging from 1.1 to 1.4 $\mu\text{g}/\text{m}^3$ (i.e., approaching IASLs).

According to historical records, an 8,000-gallon heating oil tank was abandoned in place near the SW corner of the site building. The tank was considered unregulated when it was operational (heating oil for on-site consumptive purposes only). The available records indicate it was closed in place in 1986 by filling it with concrete under approval from City of Lansing Fire Department. It is our opinion that the tank does not require removal unless its presence is an impediment to planned (or future planned) construction. The cost to remove would be high due to the means necessary to remove the concrete (essentially an in-place demolition effort). There was some confusion in the UST records about a possible other 10,000-gallon heating oil tank but based on records reviewed and past investigations by others, we believe that this was just a misidentification of the 8,000-gallon tank. Two other regulated USTs were previously permanently removed from the site

Since other contaminants present in Property media in concentrations exceeding cleanup criteria and/or screening levels are collocated with the TCE, addressing TCE in soil gas for due care purposes will also adequately manage these other contaminants. Please refer to Attachment 3 – Environmental Conditions Summary presented on December 1, 2017 to MDEQ Vapor Intrusion TAPS Meeting.

The environmental investigations have identified the Property as a “facility” (an area, place, or property where a hazardous substance in excess of the concentrations described in Part 201, Section 20120a(1)(a) or (17), of the NREPA, has been released, deposited, disposed of, or otherwise comes to be located). Each of the two parcels that comprise the Eligible Property, identifying the parcels each as a “facility”, are described in the following table.

Eligible Property		
Address	Tax ID	Basis of Eligibility
735 Hazel Street	33-01-01-22-105-001	Facility
Unaddressed S. Hosmer Street	33-01-01-22-106-001	Facility

Please refer to Exhibit A for the legal descriptions and Figure 2 for the boundaries of the Eligible Property. Details concerning environmental investigations conducted and at the Eligible Property can be found in the BEAs filed on each parcel.

D. OTHER FINDINGS

In addition to the Eligible Property being a “facility” (contaminated in excess of Part 201 cleanup criteria), the buildings functional obsolescence and age requires abatement of lead, asbestos and other regulated materials. The findings are in a November 2017 Pre-Demolition and Renovation Hazardous Materials Survey completed by TRC Environmental Corporation (TRC) for the property at 735 Hazel Street in Lansing, Michigan. The scope of the survey included collection of bulk samples and laboratory analysis of suspect asbestos, lead, and polychlorinated biphenyl (PCB) containing materials, to inventory potentially hazardous materials and to prepare a finding report for the multi-use development. Additionally, interior partial demolition of the building is required in order to allow for the intended redevelopment. Site preparation and infrastructure improvements are needed to further redevelop the Property.

E. BROWNFIELD ELIGIBLE ACTIVITIES

The Eligible Property meets the definition of a “facility” due to the presence of contamination on the two parcels. Based on the environmental conditions described in the preceding section, Baseline Environmental Assessments (BEAs) were prepared by TRC on April 25, 2018 for both parcels.

For the Property to be safely redeveloped, legacy contamination in the soils needs to be addressed. The environmental evaluation and response activity approach was based upon the current conceptual site development plan being considered by the developer. For purposes of describing the vapor intrusion mitigation approach, the conceptual site plan was divided into six distinct zones based on the proposed use and site conditions as currently known. A copy of the Conceptual Site Development Plan used for this evaluation is included in Attachment 1.

Based on currently available data, a robust level of Vapor Intrusion (VI) mitigation will be required throughout the building. Additionally, MDEQ has indicated that redundant systems, particularly in residential settings, are required to ensure exposures are limited even during power outages or other potential system malfunction at sites where soil gas criteria are exceeded. Typically, redundant systems combine a vapor barrier (passive) with ventilation (active or passive). Because TCE concentrations are 10 to 1,000 times higher than the Site-Specific Residential Soil Gas VIAC through the majority of the building footprint, the developer’s consultant anticipates that MDEQ representatives will require a redundant mitigation approach, with an active ventilation component, for the entire building. The mitigation strategy described below recognizes that the development will likely occur in phases. Due to the connectivity between the different zones, VI mitigation for the entire structure will be completed during Phase 1 of the building redevelopment to allow for Phase 1 occupancy once completed. Environmental construction (i.e., mitigation system installation) is expected to be completed by the end of 2018.

Demolition of the concrete floors inside of the building are included as response activities – their removal/replacement is part of the necessary VI mitigation work. Due to the proposed concrete and soil removal activities associated with the installation of the VI mitigation systems, representative samples of the concrete and soils will be collected which are to be removed to allow installation of VI mitigation components and disposed of. Other demolition activities are necessary to allow for the redevelopment of the building along with lead-based paint abatement for example during renovations. Asbestos Containing Materials will need to be removed in accordance with NESHAP.

Removal or management of environmental impacts on the Eligible Property will improve conditions that have historically prevented redevelopment of the Eligible Property and allow the developer to proceed with the proposed redevelopment project.

DEQ (Department of Environmental Quality) Environmental Eligible Activities will include Baseline Environmental Activities (BEA) {Phase I ESAs, Phase II ESAs, and BEA Reports}, Due Care Activities {Due Care Plans and Activities}, Additional Response Activities, and Brownfield Plan/Work Plan preparation.

MSF (Michigan Strategic Fund) Non-Environmental Eligible Activities involve lead and asbestos abatement activities, demolition activities, site preparation activities, infrastructure activities, and Brownfield Plan/ Work Plan preparation.

Project management both on-site and off-site will be completed to appropriately oversee activities including: planning, evaluation & supervision; eligible activity compliance such as bid specifications, eligible activity tracking and supervision, and construction management.

A detailed summary of DEQ Environmental and MSF Non-Environmental Eligible Activities will be further discussed in the DEQ & MSF Act 381 Work Plan submittal to the state agencies. Additional eligible activities may be identified at a later date.

Attachment 1

735 Hazel, LLC

DEQ Letter Acknowledgment of Receipt of a BEA
Parcel Identification Number: 33-01-01-22-105-001
Address: 735 Hazel Street, Lansing MI



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



C. HEIDI GRETHUR
DIRECTOR

June 7, 2018

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: B201802480LA

Legal Entity: 735 Hazel LLC, 503 Mall Court, Suite 312, Lansing, Michigan 48912

Property Address: 735 East Hazel Street, Lansing, Ingham County

On June 1, 2018, the Department of Environmental Quality (DEQ) received a Baseline Environmental Assessment (BEA) dated April 25, 2018, for the above legal entity and property. This letter is your acknowledgement that the DEQ has received and recorded the BEA. The DEQ maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

The DEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on the DEQ's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized signature:

A handwritten signature in blue ink, appearing to read "Dennis Eagle", is written over a horizontal line.

Dennis Eagle, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Department of Environmental Quality
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-614-8544
eagled@michigan.gov

Enclosure
cc: TRC Environmental Corporation



320862480A

Baseline Environmental Assessment Submittal Form

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: <u>735 Hazel, LLC</u>	Contact for BEA questions if different from submitter: Name & Title: _____
Address: <u>503 Mall Ct., Ste. 312</u>	Company: _____
City: <u>Lansing</u> State: <u>MI</u> ZIP: <u>48912</u>	Address: _____
Contact Person (Name & Title): <u>Brent Forsberg (Managing Partner)</u>	City: _____ State: _____ ZIP: _____
Telephone: <u>517-202-7572</u> Email: <u>brent@taforsberg.com</u>	Telephone: _____ Email: _____

Section B: Property Information

Street Address of Property: City: <u>735 E. Hazel St</u> State: <u>MI</u> Zip: <u>48912</u>	County: <u>Ingham</u> City/Village/Township: <u>City of Lansing</u>
Property Tax ID (include all applicable IDs): <u>33-01-01-22-105-001</u>	Town: _____ Range: _____ Section: _____ Quarter: _____ Quarter-Quarter: _____
Address according to tax records, if different than above (include all applicable addresses): City: _____ State: _____ Zip: _____	Decimal Degrees Latitude: <u>42.723762</u> Decimal Degrees Longitude: <u>-84.542234</u>
Status of submitter relative to the property (check all that apply): Former Current Prospective Owner ☐ ☒ ☐ Operator ☐ ☒ ☐	Reference point for latitude and longitude: Center of site ☒ Main/front door ☐ Front gate/main entrance ☐ Other ☐
	Collection method: Survey ☐ GPS ☐ Interpolation ☒

Section C: Source of contamination at the property (check all that are known to apply):

Facility regulated pursuant to Part 201, other source, or source unknown Part 201 Site ID, if known: _____	☒
Property - Leaking Underground Storage Tank regulated pursuant to Part 213 Part 211/213 Facility ID, if known: _____	☐
Oil or gas production and development regulated pursuant to Part 615 or 625	☐
Licensed landfill regulated pursuant to Part 115	☐
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111	☐

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Section D: Applicable Dates (provide date for all that are relevant):

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed: November 24, 2017
Date Baseline Environmental Assessment Report conducted: Between April 16 and 24, 2018
Date submitter first became the owner: April 25, 2018

Date submitter first became the operator: April 25, 2018
Date submitter first became the operator (if prior to ownership): NA
Anticipated date of becoming the owner for prospective owners: NA
Anticipated date of becoming the operator for prospective operators: NA
If former owner or operator of this property, prior dates of being the owner or operator: NA

Section E: Check the appropriate response to each of the following questions:

	YES	NO
1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)?	☒	☐
2. Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)?	☒	☐
3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest?	☒	☐
4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing?	☒	☐
5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes?	☒	☐
6. Does this BEA contain the legal description of the property addressed by the BEA?	☒	☐
7. Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)?	☒	☐

Section F: Environmental Consultant Signature:

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.

Signature:  Date: April 25, 2018

Printed Name: Douglas S. Kilmer

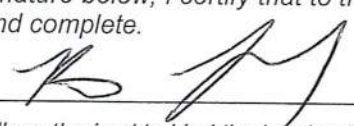
Company: TRC Environmental Corporation

Mailing Address: 660 Cascade West Parkway, SE, Ste 105 City: Grand Rapids State: MI Zip: 49546

Telephone: 616.537.8391 E-Mail: dkilmer@trcsolutions.com

Section G: Legal Entity Signature:

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

Signature:  Date: 05/23/2018

(Person legally authorized to bind the legal entity)

Printed Name: Brent Forsberg

Title and Relationship of signatory to submitter: Managing Partner

Address: 2422 Jolly Road, Suite 200 City: Lansing State: MI Zip: 48864

Telephone: E-Mail: brent@taforsberg.com

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. An office map is located at www.michigan.gov/deqrrd.

Attachment 2

One Hosmer, LLC

DEQ Letter Acknowledgment of Receipt of a BEA

Parcel Identification Number: 33-01-01-22-106-001

Address: Unaddressed S. Hosmer Street, Lansing MI



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



C. HEIDI GRETHER
DIRECTOR

June 7, 2018

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: B201802479LA

Legal Entity: One Hosmer LLC, 2422 Jolly Road, Suite 200, Okemos, Michigan 48864

Property Address: South Hosmer Street, Lansing, Ingham County;
Parcel ID No.: 33-01-01-22-106-001

On June 1, 2018, the Department of Environmental Quality (DEQ) received a Baseline Environmental Assessment (BEA) dated April 25, 2018, for the above legal entity and property. This letter is your acknowledgement that the DEQ has received and recorded the BEA. The DEQ maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

The DEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on the DEQ's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized signature:



Dennis Eagle, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Department of Environmental Quality
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-614-8544
eagled@michigan.gov

Enclosure

cc: TRC Environmental Corporation



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – REMEDIATION AND
REDEVELOPMENT DIVISION, PO BOX 30426, LANSING, MICHIGAN 48909-7926,
Phone 517-373-9837, Fax 517-373-2637

FOR DEQ USE ONLY
BEA SUBMITTAL #

152005037919LA

Baseline Environmental Assessment Submittal Form

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: <u>One Hosmer, LLC</u>	Contact for BEA questions if different from submitter: Name & Title: _____
Address: <u>2422 Jolly Road, Suite 200</u> City: <u>Okemos</u> State: <u>MI</u> ZIP: <u>48864</u>	Company: _____
Contact Person (Name & Title): <u>Brent Forsberg (Managing Partner)</u>	Address: _____
Telephone: <u>517-202-7572</u> Email: <u>brent@taforsberg.com</u>	City: _____ State: _____ ZIP: _____
	Telephone: _____ Email: _____

Section B: Property Information

Street Address of Property: City: <u>Unaddressed S. Hosmer St.</u> State: <u>MI</u> Zip: <u>48912</u>	County: <u>Ingham</u> City/Village/Township: <u>City of Lansing</u>																
Property Tax ID (include all applicable IDs): <u>33-01-01-22-106-001</u>	Town: _____ Range: _____ Section: _____ Quarter: _____ Quarter-Quarter: _____																
Address according to tax records, if different than above (include all applicable addresses): City: _____ State: _____ Zip: _____	Decimal Degrees Latitude: <u>42.7247799</u> Decimal Degrees Longitude: <u>-84.540451</u>																
Status of submitter relative to the property (check all that apply): <table border="0"> <tr> <td>Owner</td> <td>☐</td> <td>Former</td> <td>☐</td> <td>Current</td> <td>☒</td> <td>Prospective</td> <td>☐</td> </tr> <tr> <td>Operator</td> <td>☐</td> <td></td> <td>☐</td> <td></td> <td>☒</td> <td></td> <td>☐</td> </tr> </table>	Owner	☐	Former	☐	Current	☒	Prospective	☐	Operator	☐		☐		☒		☐	Reference point for latitude and longitude: Center of site ☒ Main/front door ☐ Front gate/main entrance ☐ Other ☐
Owner	☐	Former	☐	Current	☒	Prospective	☐										
Operator	☐		☐		☒		☐										
	Collection method: Survey ☐ GPS ☐ Interpolation ☒																

Section C: Source of contamination at the property (check all that are known to apply):

Facility regulated pursuant to Part 201, other source, or source unknown Part 201 Site ID, if known: _____	☒
Property - Leaking Underground Storage Tank regulated pursuant to Part 213 Part 211/213 Facility ID, if known: _____	☐
Oil or gas production and development regulated pursuant to Part 615 or 625	☐
Licensed landfill regulated pursuant to Part 115	☐
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111	☐

RECEIVED

JUN 01 2018

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LANSING DISTRICT OFFICE

Section D: Applicable Dates (provide date for all that are relevant):

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed: November 24, 2017
Date Baseline Environmental Assessment Report conducted: Between April 16 and 24, 2018
Date submitter first became the owner: April 25, 2018
Date submitter first became the operator: April 25, 2018

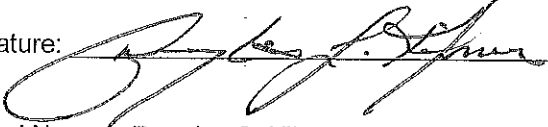
Date submitter first became the operator (if prior to ownership): NA
Anticipated date of becoming the owner for prospective owners: NA
Anticipated date of becoming the operator for prospective operators: NA
If former owner or operator of this property, prior dates of being the owner or operator: NA

Section E: Check the appropriate response to each of the following questions:

	YES	NO
1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)?	☒	☐
2. Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)?	☒	☐
3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest?	☒	☐
4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing?	☒	☐
5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes?	☒	☐
6. Does this BEA contain the legal description of the property addressed by the BEA?	☒	☐
7. Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)?	☒	☐

Section F: Environmental Consultant Signature:

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.

Signature:  Date: April 25, 2018

Printed Name: Douglas S. Kilmer

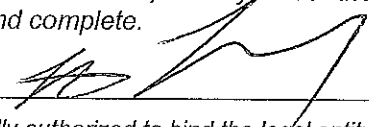
Company: TRC Environmental Corporation

Mailing Address: 660 Cascade West Parkway, SE, Ste 105 City: Grand Rapids State: MI Zip: 49546

Telephone: 616.537.8391 E-Mail: dkilmer@trcsolutions.com

Section G: Legal Entity Signature:

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

Signature:  Date: 05/23/2018

(Person legally authorized to bind the legal entity)

Printed Name: Brent Forsberg

Title and Relationship of signatory to submitter: Managing Partner

Address: 2422 Jolly Road, Suite 200

City: Lansing

State: MI

Zip: 48864

Telephone:

E-Mail: brent@taforsberg.com

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. An office map is located at www.michigan.gov/deqrrd.

Attachment 3
Environmental Conditions Summary
presented on December 1, 2017 to
MDEQ Vapor Intrusion TAPS Meeting

EXHIBIT C

Table 4 – Tax Increment Financing Estimates

Table 4a1 - Base Year/Initial Taxable Value (ITV) Information

Table 4a2 – Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/Initial Taxable Value (ITV)

Table 4b - Estimated Future Taxable Value (FTV) Information

Table 4c - Impact of Tax Capture on Taxing Jurisdictions

Table 4d - Reimbursement of Eligible Activities & Disbursements

735 HAZEL STREET REDEVELOPMENT PROJECT - LANSING, MICHIGAN

BROWNFIELD PLAN #70

Table 4a1 - Base Year/ Initial Taxable Value (ITV) Information

Notes	Property Identification		Base Year/ Initial Taxable Value (ITV) of All Eligible Property in the Brownfield Plan by Property Classification						Total Taxes Paid on Base Year/ ITV		Notes
			Land	Land Improvements	Building	Real Property Subtotal	Personal Property	Total	Real Property	Personal Property	
	Address	Tax Parcel Number									BASE YEAR = 2018
	735 East Hazel St.	33-01-01-22-105-001	\$ 68,856	\$ 3,019	\$ 473,626	\$ 545,500	\$ 11,900	\$ 557,400	\$ 39,287	\$ 714	Actual Values for 2018 based on Actual Values for 2018 (as of 12/31/2017)
	South Hosmer St.	33-01-01-22-106-001	\$ 35,700	\$ -	\$ -	\$ 35,700	\$ -	\$ 35,700	\$ 2,571	\$ -	Actual Values for 2018 based on Actual Values for 2018 (as of 12/31/2017)
Totals			\$ 104,556	\$ 3,019	\$ 473,626	\$ 581,200	\$ 11,900	\$ 593,100	\$ 41,858	\$ 714	-
									Real & Personal Combined =	\$ 42,573	

**735 HAZEL STREET REDEVELOPMENT PROJECT - LANSING, MICHIGAN
BROWNFIELD PLAN #70**

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS	Millage Rate Paid on Real Property	Millage Rate Paid on Commercial Personal Property	Base Year	2018
				BP Year Number	0
-	CITY OF LANSING	-	-	-	-
-	City Operating - Lansing	19.4400	19.4400		\$ 11,530
-	City Debt - Lansing	0.2600	0.2600		\$ 154
-	<i>Subtotal of Local Government Unit (LGU): Annual</i>	<i>19.7000</i>	<i>19.7000</i>		<i>\$ 11,684</i>
-	INGHAM COUNTY	-	-	-	-
-	County Operating - General Operations	6.3876	6.3876		\$ 3,788
-	County Operating - Indigent Veterans Support	0.0330	0.0330		\$ 20
-	Potter Park Zoo & Potter Park (2016-20)	0.4100	0.4100		\$ 243
-	Public Transportation - Elderly & Disabled (2016-20)	0.6000	0.6000		\$ 356
-	Animal Control Shelter & Operating (2016-21)	0.2400	0.2400		\$ 142
-	911 System - Emergency Telephone Services (2016-19)	0.8500	0.8500		\$ 504
-	Juvenile Justice (2017-21)	0.6000	0.6000		\$ 356
-	Health Care Services (through 2019)	0.3500	0.3500		\$ 208
-	Parks/Trails (through 2019)	0.5000	0.5000		\$ 297
-	Capital Region Airport Authority - CRAA	0.6990	0.6990		\$ 415
-	Capital Area Transportation Authority - CATA	3.0070	3.0070		\$ 1,783
-	LIBRARY	-	-	-	-
-	Capital Area District Libraries - CADL	1.5600	1.5600		\$ 925
-	INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-	-
-	ISD Operating	0.2000	0.2000		\$ 119
-	ISD Special Education	4.5062	4.5062		\$ 2,673
-	ISD Vocational Education	0.0000	0.0000		\$ 0
-	COMMUNITY COLLEGE	-	-	-	-
-	Lansing Community College - LCC	3.8072	3.8072		\$ 2,258
-	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-
-	Lansing School District Debt (District #33020)	2.4000	2.4000		\$ 1,423
-	Lansing School District Debt (District #33020)	2.2500	2.2500		\$ 1,334
-	<i>Subtotal of Non-Local Government Unit (LGU) Local: Annual</i>	<i>28.4000</i>	<i>28.4000</i>		<i>\$ 16,844</i>
-	Total Local: Annual	48.1000	48.1000		\$ 28,528
-	STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	-
-	State Education Tax - SET	6.0000	6.0000		\$ 3,559
-	Local School Operating - LSO	17.9208	5.9208		\$ 10,486
-	Total State & Local School: Annual	23.9208	11.9208		\$ 14,045
-	TOTAL LOCAL AND STATE & LOCAL SCHOOL: ANNUAL	72.0208	60.0208		\$ 42,573

**735 HAZEL STREET REDEVELOPMENT PROJECT - LANSING, MICHIGAN
BROWNFIELD PLAN #70**

Table 4b - Estimated Future Taxable Value (FTV) Information

BROWNFIELD PLAN #70								BASE YEAR BP		FIRST YEAR CAPTURE BP			
Table 4b - Estimated Future Taxable Value (FTV) Information													
								Tax Year	=	Calendar/ Tax Year	2018	2019	2020
										FYE	2019	2020	2021
										BP Year Number	0	0	1
Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s), Land Improvements & Land shown below (but not Personal Property)										0.00%	0.00%	0.00%	
Estimated Percentage (%) Change In Future Taxable Values (TV) of Land shown below										0.00%	0.00%	0.00%	

Notes:

All Future Taxable Values (FTV)/Future Assessed Values (FAV) are estimates only; the actual FTV/FAV may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. FTV/FAV per square foot and/or per room/unit for both new construction and renovations may vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the FTV/FAV depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the FTV/FAV based on various assumptions.

The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of the Future Assessed Value (FAV) of Personal Property, if any are provided, and any associated Tax Incremental Revenues, are estimates only, and the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment, and Computer Equipment; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than \$80,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended). The estimated Assessed/Taxable Value of any existing Personal Property is included in the Plan's Base Year/Initial Taxable Value.

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
675,639	684,423	693,320	702,333	711,464	720,713	730,082	739,573	749,187	758,927	768,793	778,787	788,912	799,167	809,557
760,601	770,489	780,505	790,651	800,930	811,342	821,889	832,574	843,397	854,362	865,468	876,719	888,117	899,662	911,358
\$ 1,436,240	\$ 1,454,911	\$ 1,473,825	\$ 1,492,985	\$ 1,512,394	\$ 1,532,055	\$ 1,551,971	\$ 1,572,147	\$ 1,592,585	\$ 1,613,289	\$ 1,634,261	\$ 1,655,507	\$ 1,677,028	\$ 1,698,830	\$ 1,720,914
342,743	347,198	351,712	356,284	360,916	365,608	370,361	375,176	380,053	384,994	389,998	395,068	400,204	405,407	410,677
\$ 342,743	\$ 347,198	\$ 351,712	\$ 356,284	\$ 360,916	\$ 365,608	\$ 370,361	\$ 375,176	\$ 380,053	\$ 384,994	\$ 389,998	\$ 395,068	\$ 400,204	\$ 405,407	\$ 410,677
358,797	363,461	368,186	372,973	377,821	382,733	387,708	392,749	397,854	403,026	408,266	413,573	418,950	424,396	429,913
\$ 358,797	\$ 363,461	\$ 368,186	\$ 372,973	\$ 377,821	\$ 382,733	\$ 387,708	\$ 392,749	\$ 397,854	\$ 403,026	\$ 408,266	\$ 413,573	\$ 418,950	\$ 424,396	\$ 429,913
977,135	989,838	1,002,706	1,015,741	1,028,946	1,042,322	1,055,872	1,069,599	1,083,504	1,097,589	1,111,858	1,126,312	1,140,954	1,155,786	1,170,812
\$ 977,135	\$ 989,838	\$ 1,002,706	\$ 1,015,741	\$ 1,028,946	\$ 1,042,322	\$ 1,055,872	\$ 1,069,599	\$ 1,083,504	\$ 1,097,589	\$ 1,111,858	\$ 1,126,312	\$ 1,140,954	\$ 1,155,786	\$ 1,170,812
\$ 3,114,915	\$ 3,155,409	\$ 3,196,429	\$ 3,237,983	\$ 3,280,077	\$ 3,322,718	\$ 3,365,913	\$ 3,409,670	\$ 3,453,996	\$ 3,498,898	\$ 3,544,383	\$ 3,590,460	\$ 3,637,136	\$ 3,684,419	\$ 3,732,316
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3,114,915	3,155,409	3,196,429	3,237,983	3,280,077	3,322,718	3,365,913	3,409,670	3,453,996	3,498,898	3,544,383	3,590,460	3,637,136	3,684,419	3,732,316
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,114,915	\$ 3,155,409	\$ 3,196,429	\$ 3,237,983	\$ 3,280,077	\$ 3,322,718	\$ 3,365,913	\$ 3,409,670	\$ 3,453,996	\$ 3,498,898	\$ 3,544,383	\$ 3,590,460	\$ 3,637,136	\$ 3,684,419	\$ 3,732,316
\$ 2,521,815	\$ 2,562,309	\$ 2,603,329	\$ 2,644,883	\$ 2,686,977	\$ 2,729,618	\$ 2,772,813	\$ 2,816,570	\$ 2,860,896	\$ 2,905,798	\$ 2,951,283	\$ 2,997,360	\$ 3,044,036	\$ 3,091,319	\$ 3,139,216
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.80	0.69	0.61	0.53	0.47	0.42	0.37	0.33	0.29	0.27	0.24	0.22	0.19	0.12	0.12
\$ 210,989	\$ 181,978	\$ 160,879	\$ 139,780	\$ 123,956	\$ 110,769	\$ 97,582	\$ 87,033	\$ 76,483	\$ 71,209	\$ 63,297	\$ 58,022	\$ 50,110	\$ 31,648	\$ 31,648
\$ 105,494	\$ 90,989	\$ 80,439	\$ 69,890	\$ 61,978	\$ 55,385	\$ 48,791	\$ 43,516	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.8	0.69	0.61	0.53	0.47	0.42	0.37	0.33	0.29	0.27	0.24	0.22	0.19	0.12	0.12
\$ 263,736	\$ 227,472	\$ 201,099	\$ 174,725	\$ 154,945	\$ 138,461	\$ 121,978	\$ 108,791	\$ 95,604	\$ 89,011	\$ 79,121	\$ 72,527	\$ 62,637	\$ 39,560	\$ 39,560
\$ 131,868	\$ 113,736	\$ 100,549	\$ 87,363	\$ 77,472	\$ 69,231	\$ 60,989	\$ 54,396	\$ 47,802	\$ 44,505	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 237,362	\$ 204,725	\$ 180,989	\$ 157,253	\$ 139,450	\$ 124,615	\$ 109,780	\$ 97,912	\$ 47,802	\$ 44,505	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,352,278	\$ 3,360,134	\$ 3,377,418	\$ 3,395,236	\$ 3,419,527	\$ 3,447,333	\$ 3,475,693	\$ 3,507,582	\$ 3,501,798	\$ 3,543,403	\$ 3,544,383	\$ 3,590,460	\$ 3,637,136	\$ 3,684,419	\$ 3,732,316
\$ 2,759,178	\$ 2,767,034	\$ 2,784,318	\$ 2,802,136	\$ 2,826,427	\$ 2,854,233	\$ 2,882,593	\$ 2,914,482	\$ 2,908,698	\$ 2,950,303	\$ 2,951,283	\$ 2,997,360	\$ 3,044,036	\$ 3,091,319	\$ 3,139,216

2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
17	18	19	20	21	22	23	24	25	26	27	28	29	30
1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
820,081	830,742	841,541	852,481	863,564	874,790	886,162	897,682	909,352	921,174	933,149	945,280	957,569	970,017
923,206	935,207	947,365	959,681	972,157	984,795	997,597	1,010,566	1,023,703	1,037,011	1,050,492	1,064,149	1,077,983	1,091,996
\$ 1,743,286	\$ 1,765,949	\$ 1,788,906	\$ 1,812,162	\$ 1,835,720	\$ 1,859,585	\$ 1,883,759	\$ 1,908,248	\$ 1,933,055	\$ 1,958,185	\$ 1,983,641	\$ 2,009,429	\$ 2,035,551	\$ 2,062,014
416,016	421,424	426,903	432,452	438,074	443,769	449,538	455,382	461,302	467,299	473,374	479,528	485,762	492,077
\$ 416,016	\$ 421,424	\$ 426,903	\$ 432,452	\$ 438,074	\$ 443,769	\$ 449,538	\$ 455,382	\$ 461,302	\$ 467,299	\$ 473,374	\$ 479,528	\$ 485,762	\$ 492,077
435,502	441,164	446,899	452,708	458,594	464,555	470,595	476,712	482,910	489,187	495,547	501,989	508,515	515,125
\$ 435,502	\$ 441,164	\$ 446,899	\$ 452,708	\$ 458,594	\$ 464,555	\$ 470,595	\$ 476,712	\$ 482,910	\$ 489,187	\$ 495,547	\$ 501,989	\$ 508,515	\$ 515,125
1,186,032	1,201,451	1,217,069	1,232,891	1,248,919	1,265,155	1,281,602	1,298,263	1,315,140	1,332,237	1,349,556	1,367,100	1,384,873	1,402,876
\$ 1,186,032	\$ 1,201,451	\$ 1,217,069	\$ 1,232,891	\$ 1,248,919	\$ 1,265,155	\$ 1,281,602	\$ 1,298,263	\$ 1,315,140	\$ 1,332,237	\$ 1,349,556	\$ 1,367,100	\$ 1,384,873	\$ 1,402,876
\$ 3,780,837	\$ 3,829,987	\$ 3,879,777	\$ 3,930,214	\$ 3,981,307	\$ 4,033,064	\$ 4,085,494	\$ 4,138,605	\$ 4,192,407	\$ 4,246,909	\$ 4,302,118	\$ 4,358,046	\$ 4,414,701	\$ 4,472,092
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3,780,837	3,829,987	3,879,777	3,930,214	3,981,307	4,033,064	4,085,494	4,138,605	4,192,407	4,246,909	4,302,118	4,358,046	4,414,701	4,472,092
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\$ 3,780,837	\$ 3,829,987	\$ 3,879,777	\$ 3,930,214	\$ 3,981,307	\$ 4,033,064	\$ 4,085,494	\$ 4,138,605	\$ 4,192,407	\$ 4,246,909	\$ 4,302,118	\$ 4,358,046	\$ 4,414,701	\$ 4,472,092
\$ 3,187,737	\$ 3,236,887	\$ 3,286,677	\$ 3,337,114	\$ 3,388,207	\$ 3,439,964	\$ 3,492,394	\$ 3,545,505	\$ 3,599,307	\$ 3,653,809	\$ 3,709,018	\$ 3,764,946	\$ 3,821,601	\$ 3,878,992
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0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648	\$ 31,648
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560	\$ 39,560
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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\$ 3,780,837	\$ 3,829,987	\$ 3,879,777	\$ 3,930,214	\$ 3,981,307	\$ 4,033,064	\$ 4,085,494	\$ 4,138,605	\$ 4,192,407	\$ 4,246,909	\$ 4,302,118	\$ 4,358,046	\$ 4,414,701	\$ 4,472,092
\$ 3,187,737	\$ 3,236,887	\$ 3,286,677	\$ 3,337,114	\$ 3,388,207	\$ 3,439,964	\$ 3,492,394	\$ 3,545,505	\$ 3,599,307	\$ 3,653,809	\$ 3,709,018	\$ 3,764,946	\$ 3,821,601	\$ 3,878,992

735 HAZEL STREET REDEVELOPMENT PROJECT - LANSING, MICHIGAN
BROWNFIELD PLAN #70

Table 4c - Impact of Tax Capture on Taxing Jurisdictions

		Real Property					Commercial Personal Property								
		Buildings, Improvements to Land & Land					Furniture & Fixtures, Machinery & Equipment; Other								
AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS Also noted, if known, is the duration/expiration date of each millage levy. ¹		Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Captured	% of Local/ Regional Millages Captured	% of All Millages Captured	Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Captured	% of Local/ Regional Millages Captured	% of All Millages Captured	Percent (%) of Millage Rate Captured	Calendar/ Tax Year	2018	2019
		BP Years 1-End					BP Years 1-End					BP Years: All Years	BP Year Number	0	0
-	CITY OF LANSING	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	City Operating - Lansing	19.4400	0.0000	19.4400	45.01%	28.97%	19.4400	0.0000	19.4400	45.01%	35.27%	90.00%		\$ 0	\$ 0
-	City Debt - Lansing	0.2600	0.2600	0.0000	0.00%	0.00%	0.2600	0.2600	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0
-	Subtotal of Local Government Unit (LGU): Annual	19.7000	0.2600	19.4400	45.01%	28.97%	19.7000	0.2600	19.4400	45.01%	35.27%			\$ 0	\$ 0
-	Local Government Unit (LGU): Cumulative													\$ 0	\$ 0
-	INGHAM COUNTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	County Operating - General Operations	6.3876	0.0000	6.3876	14.79%	9.52%	6.3876	0.0000	6.3876	14.79%	11.59%	90.00%		\$ 0	\$ 0
-	County Operating - Indigent Veterans Support	0.0330	0.0000	0.0330	0.08%	0.05%	0.0330	0.0000	0.0330	0.08%	0.06%	90.00%		\$ 0	\$ 0
-	Potter Park Zoo & Potter Park (2016-20)	0.4100	0.0000	0.4100	0.95%	0.61%	0.4100	0.0000	0.4100	0.95%	0.74%	90.00%		\$ 0	\$ 0
-	20)	0.6000	0.0000	0.6000	1.39%	0.89%	0.6000	0.0000	0.6000	1.39%	1.09%	90.00%		\$ 0	\$ 0
-	Animal Control Shelter & Operating (2016-21)	0.2400	0.0000	0.2400	0.56%	0.36%	0.2400	0.0000	0.2400	0.56%	0.44%	90.00%		\$ 0	\$ 0
-	911 System - Emergency Telephone Services (2016-19)	0.8500	0.0000	0.8500	1.97%	1.27%	0.8500	0.0000	0.8500	1.97%	1.54%	90.00%		\$ 0	\$ 0
-	Juvenile Justice (2017-21)	0.6000	0.0000	0.6000	1.39%	0.89%	0.6000	0.0000	0.6000	1.39%	1.09%	90.00%		\$ 0	\$ 0
-	Health Care Services (through 2019)	0.3500	0.0000	0.3500	0.81%	0.52%	0.3500	0.0000	0.3500	0.81%	0.64%	90.00%		\$ 0	\$ 0
-	Parks/Trails (through 2019)	0.5000	0.0000	0.5000	1.16%	0.75%	0.5000	0.0000	0.5000	1.16%	0.91%	90.00%		\$ 0	\$ 0
-	Capital Region Airport Authority - CRAA	0.6990	0.0000	0.6990	1.62%	1.04%	0.6990	0.0000	0.6990	1.62%	1.27%	90.00%		\$ 0	\$ 0
-	Capital Area Transportation Authority - CATA	3.0070	0.0000	3.0070	6.96%	4.48%	3.0070	0.0000	3.0070	6.96%	5.46%	90.00%		\$ 0	\$ 0
-	LIBRARY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Capital Area District Libraries - CADL	1.5600	0.0000	1.5600	3.61%	2.32%	1.5600	0.0000	1.5600	3.61%	2.83%	90.00%		\$ 0	\$ 0
-	INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	ISD Operating	0.2000	0.0000	0.2000	0.46%	0.30%	0.2000	0.0000	0.2000	0.46%	0.36%	90.00%		\$ 0	\$ 0
-	ISD Special Education	4.5062	0.0000	4.5062	10.43%	6.71%	4.5062	0.0000	4.5062	10.43%	8.18%	90.00%		\$ 0	\$ 0
-	ISD Vocational Education	0.0000	0.0000	0.0000	0.00%	0.00%	0.0000	0.0000	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0
-	COMMUNITY COLLEGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Lansing Community College - LCC	3.8072	0.0000	3.8072	8.82%	5.67%	3.8072	0.0000	3.8072	8.82%	6.91%	90.00%		\$ 0	\$ 0
-	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Lansing School District Debt (District #33020)	2.4000	2.4000	0.0000	0.00%	0.00%	2.4000	2.4000	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0
-	Lansing School District Debt (District #33020)	2.2500	2.2500	0.0000	0.00%	0.00%	2.2500	2.2500	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0
-	Subtotal of Non-LGU Local: Annual	28.4000	4.6500	23.7500	54.99%	35.39%	28.4000	4.6500	23.7500	54.99%	43.10%			\$ 0	\$ 0
-	Non-LGU Local: Cumulative													\$ 0	\$ 0
-	Total Local Tax Capture: Annual	48.1000	4.9100	43.1900	100.00%	64.36%	48.1000	4.9100	43.1900	100.00%	78.37%			\$ 0	\$ 0
-	Total Local Tax Capture: Cumulative													\$ 0	\$ 0
-	STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	% of State School Millages Captured	% of All Millages Captured	-	-	-	% of State School Millages Captured	% of All Millages Captured	-	-	-	-
-	State Education Tax - SET	6.0000	0.0000	6.0000	25.08%	8.94%	6.0000	0.0000	6.0000	50.33%	10.89%	90.00%		\$ 0	\$ 0
-	Local School Operating - LSO	17.9208	0.0000	17.9208	74.92%	26.70%	5.9208	0.0000	5.9208	49.67%	10.74%	90.00%		\$ 0	\$ 0
-	Total State & Local School: Annual	23.9208	0.0000	23.9208	100.00%	35.64%	11.9208	0.0000	11.9208	100.00%	21.63%			\$ 0	\$ 0
-	Total State & Local School: Cumulative													\$ 0	\$ 0
-	TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL	72.0208	4.9100	67.1108	-	100.00%	60.0208	4.9100	55.1108	-	100.00%			\$ 0	\$ 0
-	TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: CUMULATIVE													\$ 0	\$ 0
-	Percentage of Local Millages/ Taxes Available & Captured	66.79%	-	64.36%	-	-									
-	Percentage of State & Local School Millages/ Taxes Available & Captured	33.21%	-	35.64%	-	-									

Notes:

¹ The most current available millage rates are utilized and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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\$ 48,146	\$ 48,275	\$ 48,412	\$ 48,714	\$ 49,026	\$ 49,451	\$ 49,938	\$ 50,434	\$ 50,992	\$ 50,891	\$ 51,619	\$ 51,636	\$ 52,442	\$ 53,258	\$ 54,086	\$ 54,924
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 48,146	\$ 48,275	\$ 48,412	\$ 48,714	\$ 49,026	\$ 49,451	\$ 49,938	\$ 50,434	\$ 50,992	\$ 50,891	\$ 51,619	\$ 51,636	\$ 52,442	\$ 53,258	\$ 54,086	\$ 54,924
\$ 48,146	\$ 96,421	\$ 144,833	\$ 193,547	\$ 242,573	\$ 292,025	\$ 341,962	\$ 392,396	\$ 443,388	\$ 494,278	\$ 545,897	\$ 597,533	\$ 649,974	\$ 703,233	\$ 757,319	\$ 812,242
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 15,820	\$ 15,862	\$ 15,907	\$ 16,007	\$ 16,109	\$ 16,249	\$ 16,409	\$ 16,572	\$ 16,755	\$ 16,722	\$ 16,961	\$ 16,966	\$ 17,231	\$ 17,500	\$ 17,771	\$ 18,047
\$ 82	\$ 82	\$ 82	\$ 83	\$ 83	\$ 84	\$ 85	\$ 86	\$ 87	\$ 86	\$ 88	\$ 88	\$ 89	\$ 90	\$ 92	\$ 93
\$ 1,015	\$ 1,018	\$ 1,021	\$ 1,027	\$ 1,034	\$ 1,043	\$ 1,053	\$ 1,064	\$ 1,075	\$ 1,073	\$ 1,089	\$ 1,089	\$ 1,106	\$ 1,123	\$ 1,141	\$ 1,158
\$ 1,486	\$ 1,490	\$ 1,494	\$ 1,504	\$ 1,513	\$ 1,526	\$ 1,541	\$ 1,557	\$ 1,574	\$ 1,571	\$ 1,593	\$ 1,594	\$ 1,619	\$ 1,644	\$ 1,669	\$ 1,695
\$ 594	\$ 596	\$ 598	\$ 601	\$ 605	\$ 611	\$ 617	\$ 623	\$ 630	\$ 628	\$ 637	\$ 637	\$ 647	\$ 658	\$ 668	\$ 678
\$ 2,105	\$ 2,111	\$ 2,117	\$ 2,130	\$ 2,144	\$ 2,162	\$ 2,183	\$ 2,205	\$ 2,230	\$ 2,225	\$ 2,257	\$ 2,258	\$ 2,293	\$ 2,329	\$ 2,365	\$ 2,402
\$ 1,486	\$ 1,490	\$ 1,494	\$ 1,504	\$ 1,513	\$ 1,526	\$ 1,541	\$ 1,557	\$ 1,574	\$ 1,571	\$ 1,593	\$ 1,594	\$ 1,619	\$ 1,644	\$ 1,669	\$ 1,695
\$ 867	\$ 869	\$ 872	\$ 877	\$ 883	\$ 890	\$ 899	\$ 908	\$ 918	\$ 916	\$ 929	\$ 930	\$ 944	\$ 959	\$ 974	\$ 989
\$ 1,238	\$ 1,242	\$ 1,245	\$ 1,253	\$ 1,261	\$ 1,272	\$ 1,284	\$ 1,297	\$ 1,312	\$ 1,309	\$ 1,328	\$ 1,328	\$ 1,349	\$ 1,370	\$ 1,391	\$ 1,413
\$ 1,731	\$ 1,736	\$ 1,741	\$ 1,752	\$ 1,763	\$ 1,778	\$ 1,796	\$ 1,813	\$ 1,834	\$ 1,830	\$ 1,856	\$ 1,857	\$ 1,886	\$ 1,915	\$ 1,945	\$ 1,975
\$ 7,447	\$ 7,467	\$ 7,488	\$ 7,535	\$ 7,583	\$ 7,649	\$ 7,724	\$ 7,801	\$ 7,887	\$ 7,872	\$ 7,984	\$ 7,987	\$ 8,112	\$ 8,238	\$ 8,366	\$ 8,496
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 3,864	\$ 3,874	\$ 3,885	\$ 3,909	\$ 3,934	\$ 3,968	\$ 4,007	\$ 4,047	\$ 4,092	\$ 4,084	\$ 4,142	\$ 4,144	\$ 4,208	\$ 4,274	\$ 4,340	\$ 4,407
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 495	\$ 497	\$ 498	\$ 501	\$ 504	\$ 509	\$ 514	\$ 519	\$ 525	\$ 524	\$ 531	\$ 531	\$ 540	\$ 548	\$ 556	\$ 565
\$ 11,160	\$ 11,190	\$ 11,222	\$ 11,292	\$ 11,364	\$ 11,463	\$ 11,576	\$ 11,691	\$ 11,820	\$ 11,796	\$ 11,965	\$ 11,969	\$ 12,156	\$ 12,345	\$ 12,537	\$ 12,731
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 9,429	\$ 9,454	\$ 9,481	\$ 9,540	\$ 9,601	\$ 9,685	\$ 9,780	\$ 9,877	\$ 9,986	\$ 9,967	\$ 10,109	\$ 10,113	\$ 10,270	\$ 10,430	\$ 10,592	\$ 10,756
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 58,821	\$ 58,977	\$ 59,145	\$ 59,515	\$ 59,896	\$ 60,415	\$ 61,009	\$ 61,615	\$ 62,297	\$ 62,173	\$ 63,063	\$ 63,084	\$ 64,069	\$ 65,066	\$ 66,077	\$ 67,101
\$ 58,821	\$ 117,798	\$ 176,943	\$ 236,458	\$ 296,354	\$ 356,769	\$ 417,778	\$ 479,393	\$ 541,690	\$ 603,864	\$ 666,927	\$ 730,010	\$ 794,079	\$ 859,145	\$ 925,222	\$ 992,323
\$ 106,967	\$ 107,252	\$ 107,557	\$ 108,229	#####	\$ 109,866	\$ 110,947	\$ 112,049	\$ 113,289	\$ 113,064	\$ 114,681	\$ 114,719	\$ 116,510	\$ 118,325	\$ 120,163	\$ 122,024
\$ 106,967	\$ 214,219	\$ 321,776	\$ 430,005	#####	\$ 648,793	\$ 759,740	\$ 871,789	\$ 985,078	\$ 1,098,142	\$ 1,212,824	\$ 1,327,543	\$ 1,444,053	\$ 1,562,378	\$ 1,682,541	\$ 1,804,565
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 14,114	\$ 14,252	\$ 14,392	\$ 14,557	\$ 14,724	\$ 14,909	\$ 15,103	\$ 15,301	\$ 15,509	\$ 15,513	\$ 15,756	\$ 16,001	\$ 16,250	\$ 16,502	\$ 16,757	\$ 17,016
\$ 40,860	\$ 41,428	\$ 42,004	\$ 42,609	\$ 43,223	\$ 43,860	\$ 44,512	\$ 45,174	\$ 45,851	\$ 46,335	\$ 47,059	\$ 47,792	\$ 48,536	\$ 49,288	\$ 50,051	\$ 50,823
\$ 54,974	\$ 55,679	\$ 56,396	\$ 57,166	\$ 57,947	\$ 58,768	\$ 59,616	\$ 60,475	\$ 61,360	\$ 61,848	\$ 62,814	\$ 63,794	\$ 64,786	\$ 65,790	\$ 66,808	\$ 67,840
\$ 54,974	\$ 110,654	\$ 167,050	\$ 224,215	#####	\$ 340,930	\$ 400,546	\$ 461,021	\$ 522,381	\$ 584,229	\$ 647,043	\$ 710,836	\$ 775,622	\$ 841,412	\$ 908,221	\$ 976,060
\$ 161,941	\$ 162,931	\$ 163,953	\$ 165,395	#####	\$ 168,634	\$ 170,562	\$ 172,524	\$ 174,649	\$ 174,912	\$ 177,496	\$ 178,513	\$ 181,296	\$ 184,115	\$ 186,971	\$ 189,864
\$ 161,941	\$ 324,873	\$ 488,826	\$ 654,221	#####	\$ 989,724	\$ 1,160,286	\$ 1,332,810	\$ 1,507,459	\$ 1,682,371	\$ 1,859,866	\$ 2,038,379	\$ 2,219,675	\$ 2,403,790	\$ 2,590,761	\$ 2,780,625

2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Total Tax Capture During Brownfield Plan Tax Capture Period
17	18	19	20	21	22	23	24	25	26	27	28	29	30	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 55,773	\$ 56,633	\$ 57,504	\$ 58,386	\$ 59,280	\$ 60,186	\$ 61,103	\$ 62,032	\$ 62,973	\$ 63,927	\$ 64,893	\$ 65,871	\$ 66,863	\$ 67,867	\$ 1,675,533
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 55,773	\$ 56,633	\$ 57,504	\$ 58,386	\$ 59,280	\$ 60,186	\$ 61,103	\$ 62,032	\$ 62,973	\$ 63,927	\$ 64,893	\$ 65,871	\$ 66,863	\$ 67,867	\$ 1,675,533
\$ 868,015	\$ 924,648	\$ 982,151	\$ 1,040,537	\$ 1,099,817	\$ 1,160,003	\$ 1,221,106	\$ 1,283,138	\$ 1,346,112	\$ 1,410,039	\$ 1,474,932	\$ 1,540,803	\$ 1,607,666	\$ 1,675,533	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 18,326	\$ 18,608	\$ 18,895	\$ 19,185	\$ 19,478	\$ 19,776	\$ 20,077	\$ 20,383	\$ 20,692	\$ 21,005	\$ 21,323	\$ 21,644	\$ 21,970	\$ 22,300	\$ 550,547
\$ 95	\$ 96	\$ 98	\$ 99	\$ 101	\$ 102	\$ 104	\$ 105	\$ 107	\$ 109	\$ 110	\$ 112	\$ 114	\$ 115	\$ 2,844
\$ 1,176	\$ 1,194	\$ 1,213	\$ 1,231	\$ 1,250	\$ 1,269	\$ 1,289	\$ 1,308	\$ 1,328	\$ 1,348	\$ 1,369	\$ 1,389	\$ 1,410	\$ 1,431	\$ 35,338
\$ 1,721	\$ 1,748	\$ 1,775	\$ 1,802	\$ 1,830	\$ 1,858	\$ 1,886	\$ 1,915	\$ 1,944	\$ 1,973	\$ 2,003	\$ 2,033	\$ 2,064	\$ 2,095	\$ 51,714
\$ 689	\$ 699	\$ 710	\$ 721	\$ 732	\$ 743	\$ 754	\$ 766	\$ 777	\$ 789	\$ 801	\$ 813	\$ 825	\$ 838	\$ 20,686
\$ 2,439	\$ 2,476	\$ 2,514	\$ 2,553	\$ 2,592	\$ 2,632	\$ 2,672	\$ 2,712	\$ 2,753	\$ 2,795	\$ 2,837	\$ 2,880	\$ 2,924	\$ 2,967	\$ 73,261
\$ 1,721	\$ 1,748	\$ 1,775	\$ 1,802	\$ 1,830	\$ 1,858	\$ 1,886	\$ 1,915	\$ 1,944	\$ 1,973	\$ 2,003	\$ 2,033	\$ 2,064	\$ 2,095	\$ 51,714
\$ 1,004	\$ 1,020	\$ 1,035	\$ 1,051	\$ 1,067	\$ 1,084	\$ 1,100	\$ 1,117	\$ 1,134	\$ 1,151	\$ 1,168	\$ 1,186	\$ 1,204	\$ 1,222	\$ 30,166
\$ 1,434	\$ 1,457	\$ 1,479	\$ 1,502	\$ 1,525	\$ 1,548	\$ 1,572	\$ 1,595	\$ 1,620	\$ 1,644	\$ 1,669	\$ 1,694	\$ 1,720	\$ 1,746	\$ 43,095
\$ 2,005	\$ 2,036	\$ 2,068	\$ 2,099	\$ 2,132	\$ 2,164	\$ 2,197	\$ 2,230	\$ 2,264	\$ 2,299	\$ 2,333	\$ 2,369	\$ 2,404	\$ 2,440	\$ 60,247
\$ 8,627	\$ 8,760	\$ 8,895	\$ 9,031	\$ 9,170	\$ 9,310	\$ 9,451	\$ 9,595	\$ 9,741	\$ 9,888	\$ 10,038	\$ 10,189	\$ 10,342	\$ 10,498	\$ 259,173
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 4,476	\$ 4,545	\$ 4,614	\$ 4,685	\$ 4,757	\$ 4,830	\$ 4,903	\$ 4,978	\$ 5,053	\$ 5,130	\$ 5,207	\$ 5,286	\$ 5,366	\$ 5,446	\$ 134,456
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 574	\$ 583	\$ 592	\$ 601	\$ 610	\$ 619	\$ 629	\$ 638	\$ 648	\$ 658	\$ 668	\$ 678	\$ 688	\$ 698	\$ 17,238
\$ 12,928	\$ 13,127	\$ 13,329	\$ 13,534	\$ 13,741	\$ 13,951	\$ 14,164	\$ 14,379	\$ 14,597	\$ 14,818	\$ 15,042	\$ 15,269	\$ 15,499	\$ 15,732	\$ 388,389
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 10,923	\$ 11,091	\$ 11,262	\$ 11,435	\$ 11,610	\$ 11,787	\$ 11,967	\$ 12,149	\$ 12,333	\$ 12,520	\$ 12,709	\$ 12,901	\$ 13,095	\$ 13,291	\$ 328,142
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 68,138	\$ 69,188	\$ 70,253	\$ 71,331	\$ 72,423	\$ 73,529	\$ 74,650	\$ 75,785	\$ 76,935	\$ 78,100	\$ 79,280	\$ 80,476	\$ 81,687	\$ 82,913	\$ 2,047,011
\$ 1,060,461	\$ 1,129,649	\$ 1,199,902	\$ 1,271,233	\$ 1,343,656	\$ 1,417,185	\$ 1,491,835	\$ 1,567,620	\$ 1,644,555	\$ 1,722,655	\$ 1,801,936	\$ 1,882,411	\$ 1,964,098	\$ 2,047,011	-
\$ 123,911	\$ 125,821	\$ 127,756	\$ 129,717	\$ 131,703	\$ 133,715	\$ 135,753	\$ 137,817	\$ 139,909	\$ 142,027	\$ 144,173	\$ 146,347	\$ 148,549	\$ 150,780	\$ 3,722,544
\$ 1,928,476	\$ 2,054,297	\$ 2,182,053	\$ 2,311,770	\$ 2,443,473	\$ 2,577,188	\$ 2,712,941	\$ 2,850,758	\$ 2,990,667	\$ 3,132,694	\$ 3,276,867	\$ 3,423,214	\$ 3,571,764	\$ 3,722,544	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 17,278	\$ 17,543	\$ 17,812	\$ 18,085	\$ 18,361	\$ 18,640	\$ 18,923	\$ 19,210	\$ 19,501	\$ 19,795	\$ 20,093	\$ 20,395	\$ 20,701	\$ 21,011	\$ 514,003
\$ 51,606	\$ 52,399	\$ 53,202	\$ 54,015	\$ 54,839	\$ 55,674	\$ 56,520	\$ 57,376	\$ 58,244	\$ 59,123	\$ 60,014	\$ 60,916	\$ 61,829	\$ 62,755	\$ 1,527,918
\$ 68,884	\$ 69,942	\$ 71,014	\$ 72,100	\$ 73,200	\$ 74,314	\$ 75,443	\$ 76,586	\$ 77,745	\$ 78,918	\$ 80,107	\$ 81,311	\$ 82,530	\$ 83,766	\$ 2,041,920
\$ 1,044,944	\$ 1,114,886	\$ 1,185,901	\$ 1,258,001	\$ 1,331,201	\$ 1,405,515	\$ 1,480,958	\$ 1,557,544	\$ 1,635,289	\$ 1,714,207	\$ 1,794,313	\$ 1,875,624	\$ 1,958,154	\$ 2,041,920	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$ 192,795	\$ 195,763	\$ 198,771	\$ 201,817	\$ 204,903	\$ 208,029	\$ 211,196	\$ 214,404	\$ 217,653	\$ 220,945	\$ 224,280	\$ 227,658	\$ 231,080	\$ 234,546	\$ 5,764,465
\$ 2,973,420	\$ 3,169,183	\$ 3,367,954	\$ 3,569,771	\$ 3,774,674	\$ 3,982,703	\$ 4,193,899	\$ 4,408,302	\$ 4,625,956	\$ 4,846,901	\$ 5,071,181	\$ 5,298,839	\$ 5,529,918	\$ 5,764,465	-

**735 HAZEL STREET REDEVELOPMENT PROJECT - LANSING, MICHIGAN
BROWNFIELD PLAN #70**

Table 4d - Reimbursement of Eligible Activities & Disbursements¹

DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF				Totals	Calendar/ Tax Year BP Year Number	2018 0	2019 0
-	State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of the State Education Tax (SET) millages (if applicable)	50.00%	Percentage of SET capture that must be paid to the MBRF/ Michigan Dept. of Treasury per Act 381 of 1996, Section 13b(14)	\$ 206,004		\$ -	\$ -
-	- Estimated State Education Tax (SET) Captured						
-	Lansing/Local Brownfield Redevelopment Authority (LBRA): Reimbursement of Administration Expenses	5.00%	of Local Tax Capture per year during Brownfield Plan.	\$ 186,127	Annual:	\$ -	\$ -
-		0.00%	of Local Tax Capture thereafter.		Cumulative:	\$ 0	\$ 0
-	Lansing/Local Brownfield Redevelopment Authority (LBRA): Brownfield Plan & Work Plan Implementation (including Tracking, Recording and Compliance)			\$ 9,653	Annual - Local	\$ -	\$ -
-			Local Tax Capture Amount \$ 9,653	\$ 5,347	Annual-State School	\$ -	\$ -
-			State School Tax Capture Amount \$ 5,347	\$ 1,341	Annual - SET	\$ -	\$ -
-	Breakdown of State School Tax Capture (SET)		State Education Tax (SET) 25.08% \$1,341	\$ 4,005	Annual - LSO	\$ -	\$ -
-	Breakdown of State School Tax Capture (LSO)		Local School Operating (LSO) 74.92% \$4,005	\$ 15,000	Annual - Total	\$ -	\$ -
-			Total Tax Capture Amount \$15,000				
-	Lansing/Local Brownfield Revolving Fund (LBRF): Local Tax Capture	5.00%	of Local Tax Capture during Brownfield Plan.	\$ 186,127	Annual:	\$ -	\$ -
-	Note: The maximum allocation to the LBRF is the lesser of: 1. The total amount of tax increment capture to be generated over a five (5) year period at the end of the Brownfield Plan (BP) after all Eligible Activities (EAs) have been reimbursed; 2. The excess local tax increment capture shall not exceed the total cost of EAs approved in the BP. Allocations may also be made during BP tax capture, subject to the above.	0.00%	of Local Tax Capture thereafter.		Cumulative:	\$ 0	\$ 0
-			LBRF is allowed to capture an amount of Local Tax Increment up to: \$ 753,901				
-	Local Tax Increment: Annual Remaining Revenue Available for Reimbursement					\$ 0	\$ 0
-	Local Tax Increment: Cumulative Remaining Revenue Available for Reimbursement					\$ 0	\$ 0
-	State Education Tax (SET) Increment: Annual Remaining Revenue Available for Reimbursement					\$ 0	\$ 0
-	State Local School Operating (LSO) Increment: Annual Remaining Revenue Available for Reimbursement					\$ 0	\$ 0
-	Total State & Local School Tax Increment: Annual Remaining Revenue Available for Reimbursement					\$ 0	\$ 0
-	Total State & Local School Tax Increment: Cumulative Remaining Revenue Available for Reimbursement					\$ 0	\$ 0
-	Total of Local Tax Increment and State & Local School Tax Increment: Annual Remaining Revenue Available to Reimburse Developer					\$ 0	\$ 0
-	Total of Local Tax Increment and State & Local School Tax Increment: Cumulative Remaining Revenue Available for Reimbursement					\$ 0	\$ 0

REIMBURSEMENT OF ELIGIBLE ACTIVITIES				Year that Expenses Identified in the Eligible Activities Table Will Be Recognized ²			Totals	Year of Tax Capture ²	2018	2019
				2018	2019	2020				
-	Environmental Activities: Michigan Dept. of Environmental Quality (DEQ)									
-	Local Tax Increment Reimbursement			\$ -	\$ 2,074,214	\$ -	\$ 2,074,214		\$ 0	\$ 0
-	State & Local School Tax Increment Reimbursement (LSO & SET)			\$ -	\$ 1,137,534	\$ -	\$ 1,137,534		\$ 0	\$ 0
-	TOTAL MDEQ REIMBURSEMENT (Eligible Costs)			\$ 0	\$ 3,211,748	\$ 0	\$ 3,211,748		\$ 0	\$ 0
-	Cumulative Reimbursement: MDEQ								\$ 0	\$ 0
-	Remaining Environmental Activities to be Reimbursed: with Local Taxes								\$ 2,074,214	\$ 2,074,214
-	Remaining Environmental Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET								\$ 1,137,534	\$ 1,137,534
-	Non-Environmental Activities: Michigan Strategic Fund (MSF)									
-	Local Tax Increment Reimbursement			\$ -	\$ 1,681,304	\$ -	\$ 1,681,304		\$ 0	\$ 0
-	State & Local School Tax Increment Reimbursement (LSO & SET)			\$ -	\$ 919,920	\$ -	\$ 919,920		\$ 0	\$ 0
-	TOTAL MSF REIMBURSEMENT (Eligible Costs)			\$ 0	\$ 2,601,225	\$ 0	\$ 2,601,225		\$ 0	\$ 0
-	Cumulative Reimbursement: MSF								\$ 0	\$ 0
-	Remaining Non-Environmental Activities to be Reimbursed: with Local Taxes								\$ 1,681,304	\$ 1,681,304
-	Remaining Non-Environmental Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET								\$ 919,920	\$ 919,920
-	TOTAL ANNUAL REIMBURSEMENT: MDEQ & MSF			\$ 0	\$ 5,812,973	\$ 0	\$ 5,812,973		\$ 0	\$ 0
-	TOTAL CUMULATIVE REIMBURSEMENT: MDEQ & MSF								\$ 0	\$ 0
-	Remaining Unreimbursed Balance								\$ 5,812,973	\$ 5,812,973
-	Surplus Revenue from Local Tax Increment =								\$ 0	\$ 0
-	Surplus Revenue from State & Local School Tax Increment =								\$ 0	\$ 0

Notes:

¹ Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in the Plan are reimbursed, or the 30-year tax capture period ends.

The "Year of Tax Capture" indicates the year that any allowed tax increment will be captured by the Brownfield Plan, but not necessarily distributed as

² Reimbursement Payments; generally, Reimbursement Payments for Eligible Activities, Bonds, etc., will be distributed in the following year, but the specific terms and conditions of reimbursement will be subject to a Development Reimbursement Agreement with the local unit of government.

2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
\$ 7,057	\$ 7,126	\$ 7,196	\$ 7,278	\$ 7,362	\$ 7,454	\$ 7,552	\$ 7,650	\$ 7,754	\$ 7,757	\$ 7,878	\$ 8,001	\$ 8,125	\$ 8,251	\$ 8,379	\$ 8,508
\$ 5,348	\$ 5,363	\$ 5,378	\$ 5,411	\$ 5,446	\$ 5,493	\$ 5,547	\$ 5,602	\$ 5,664	\$ 5,653	\$ 5,734	\$ 5,736	\$ 5,826	\$ 5,916	\$ 6,008	\$ 6,101
\$ 5,348	\$ 10,711	\$ 16,089	\$ 21,500	\$ 26,946	\$ 32,440	\$ 37,987	\$ 43,589	\$ 49,254	\$ 54,907	\$ 60,641	\$ 66,377	\$ 72,203	\$ 78,119	\$ 84,127	\$ 90,228
\$ 9,653	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 5,347	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 1,341	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 4,005	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,348	\$ 5,363	\$ 5,378	\$ 5,411	\$ 5,446	\$ 5,493	\$ 5,547	\$ 5,602	\$ 5,664	\$ 5,653	\$ 5,734	\$ 5,736	\$ 5,826	\$ 5,916	\$ 6,008	\$ 6,101
\$ 5,348	\$ 10,711	\$ 16,089	\$ 21,500	\$ 26,946	\$ 32,440	\$ 37,987	\$ 43,589	\$ 49,254	\$ 54,907	\$ 60,641	\$ 66,377	\$ 72,203	\$ 78,119	\$ 84,127	\$ 90,228
\$ 96,270	\$ 96,527	\$ 96,802	\$ 97,406	\$ 98,030	\$ 98,879	\$ 99,852	\$ 100,844	\$ 101,960	\$ 101,758	\$ 103,213	\$ 103,247	\$ 104,859	\$ 106,492	\$ 108,146	\$ 109,822
\$ 96,270	\$ 192,797	\$ 289,599	\$ 387,005	\$ 485,035	\$ 583,914	\$ 683,766	\$ 784,611	\$ 886,570	\$ 988,328	\$ 1,091,541	\$ 1,194,789	\$ 1,299,648	\$ 1,406,140	\$ 1,514,287	\$ 1,624,109
\$ 5,716	\$ 7,126	\$ 7,196	\$ 7,278	\$ 7,362	\$ 7,454	\$ 7,552	\$ 7,650	\$ 7,754	\$ 7,757	\$ 7,878	\$ 8,001	\$ 8,125	\$ 8,251	\$ 8,379	\$ 8,508
\$ 36,855	\$ 41,428	\$ 42,004	\$ 42,609	\$ 43,223	\$ 43,860	\$ 44,512	\$ 45,174	\$ 45,851	\$ 46,335	\$ 47,059	\$ 47,792	\$ 48,536	\$ 49,288	\$ 50,051	\$ 50,823
\$ 42,571	\$ 48,554	\$ 49,200	\$ 49,887	\$ 50,585	\$ 51,314	\$ 52,064	\$ 52,824	\$ 53,606	\$ 54,091	\$ 54,937	\$ 55,793	\$ 56,661	\$ 57,539	\$ 58,430	\$ 59,331
\$ 42,571	\$ 91,124	\$ 140,324	\$ 190,211	\$ 240,796	\$ 292,110	\$ 344,174	\$ 396,998	\$ 450,604	\$ 504,695	\$ 559,632	\$ 615,425	\$ 672,085	\$ 729,625	\$ 788,054	\$ 847,386
\$ 138,841	\$ 145,080	\$ 146,001	\$ 147,294	\$ 148,615	\$ 150,193	\$ 151,916	\$ 153,669	\$ 155,566	\$ 155,849	\$ 158,150	\$ 159,040	\$ 161,520	\$ 164,032	\$ 166,576	\$ 169,154
\$ 138,841	\$ 283,921	\$ 429,923	\$ 577,216	\$ 725,831	\$ 876,024	\$ 1,027,940	\$ 1,181,609	\$ 1,337,175	\$ 1,493,023	\$ 1,651,173	\$ 1,810,213	\$ 1,971,733	\$ 2,135,765	\$ 2,302,341	\$ 2,471,494
2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
\$ 96,270	\$ 96,527	\$ 96,802	\$ 97,406	\$ 98,030	\$ 98,879	\$ 99,852	\$ 100,844	\$ 101,960	\$ 101,758	\$ 103,213	\$ 103,247	\$ 104,859	\$ 106,492	\$ 108,146	\$ 109,822
\$ 42,571	\$ 48,554	\$ 49,200	\$ 49,887	\$ 50,585	\$ 51,314	\$ 52,064	\$ 52,824	\$ 53,606	\$ 54,091	\$ 54,937	\$ 55,793	\$ 56,661	\$ 57,539	\$ 58,430	\$ 59,331
\$ 138,841	\$ 145,080	\$ 146,001	\$ 147,294	\$ 148,615	\$ 150,193	\$ 151,916	\$ 153,669	\$ 155,566	\$ 155,849	\$ 158,150	\$ 159,040	\$ 161,520	\$ 164,032	\$ 166,576	\$ 169,154
\$ 138,841	\$ 283,921	\$ 429,923	\$ 577,216	\$ 725,831	\$ 876,024	\$ 1,027,940	\$ 1,181,609	\$ 1,337,175	\$ 1,493,023	\$ 1,651,173	\$ 1,810,213	\$ 1,971,733	\$ 2,135,765	\$ 2,302,341	\$ 2,471,494
\$ 1,977,944	\$ 1,881,417	\$ 1,784,616	\$ 1,687,209	\$ 1,589,180	\$ 1,490,300	\$ 1,390,448	\$ 1,289,604	\$ 1,187,644	\$ 1,085,886	\$ 982,673	\$ 879,426	\$ 774,566	\$ 668,074	\$ 559,928	\$ 450,106
\$ 1,094,963	\$ 1,046,409	\$ 997,210	\$ 947,322	\$ 896,737	\$ 845,423	\$ 793,359	\$ 740,535	\$ 686,929	\$ 632,838	\$ 577,902	\$ 522,109	\$ 465,448	\$ 407,909	\$ 349,479	\$ 290,148
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,681,304
\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920
\$ 138,841	\$ 145,080	\$ 146,001	\$ 147,294	\$ 148,615	\$ 150,193	\$ 151,916	\$ 153,669	\$ 155,566	\$ 155,849	\$ 158,150	\$ 159,040	\$ 161,520	\$ 164,032	\$ 166,576	\$ 169,154
\$ 138,841	\$ 283,921	\$ 429,923	\$ 577,216	\$ 725,831	\$ 876,024	\$ 1,027,940	\$ 1,181,609	\$ 1,337,175	\$ 1,493,023	\$ 1,651,173	\$ 1,810,213	\$ 1,971,733	\$ 2,135,765	\$ 2,302,341	\$ 2,471,494
\$ 5,674,132	\$ 5,529,051	\$ 5,383,050	\$ 5,235,756	\$ 5,087,142	\$ 4,936,948	\$ 4,785,032	\$ 4,631,364	\$ 4,475,798	\$ 4,319,949	\$ 4,161,800	\$ 4,002,759	\$ 3,841,239	\$ 3,677,208	\$ 3,510,632	\$ 3,341,478
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Totals
17	18	19	20	21	22	23	24	25	26	27	28	29	30	-
\$ 8,639	\$ 8,772	\$ 8,906	\$ 9,042	\$ 9,180	\$ 9,320	\$ 9,462	\$ 9,605	\$ 9,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,004
\$ 6,196	\$ 6,291	\$ 6,388	\$ 6,486	\$ 6,585	\$ 6,686	\$ 6,788	\$ 6,891	\$ 6,995	\$ 7,101	\$ 7,209	\$ 7,317	\$ 7,427	\$ 7,539	\$ 186,127
\$ 96,424	\$ 102,715	\$ 109,103	\$ 115,589	\$ 122,174	\$ 128,859	\$ 135,647	\$ 142,538	\$ 149,533	\$ 156,635	\$ 163,843	\$ 171,161	\$ 178,588	\$ 186,127	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,653
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 5,347
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,341
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,005
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
\$ 6,196	\$ 6,291	\$ 6,388	\$ 6,486	\$ 6,585	\$ 6,686	\$ 6,788	\$ 6,891	\$ 6,995	\$ 7,101	\$ 7,209	\$ 7,317	\$ 7,427	\$ 7,539	\$ 186,127
\$ 96,424	\$ 102,715	\$ 109,103	\$ 115,589	\$ 122,174	\$ 128,859	\$ 135,647	\$ 142,538	\$ 149,533	\$ 156,635	\$ 163,843	\$ 171,161	\$ 178,588	\$ 186,127	-
\$ 111,519	\$ 113,239	\$ 114,981	\$ 116,745	\$ 118,533	\$ 120,343	\$ 122,178	\$ 124,036	\$ 125,918	\$ 127,824	\$ 129,756	\$ 131,712	\$ 133,694	\$ 135,702	\$ 3,350,290
\$ 1,735,628	\$ 1,848,867	\$ 1,963,848	\$ 2,080,593	\$ 2,199,126	\$ 2,319,469	\$ 2,441,647	\$ 2,565,682	\$ 2,691,600	\$ 2,819,425	\$ 2,949,181	\$ 3,080,893	\$ 3,214,588	\$ 3,350,290	-
\$ 8,639	\$ 8,772	\$ 8,906	\$ 9,042	\$ 9,180	\$ 9,320	\$ 9,462	\$ 9,605	\$ 9,750	\$ 19,795	\$ 20,093	\$ 20,395	\$ 20,701	\$ 21,011	\$ 306,658
\$ 51,606	\$ 52,399	\$ 53,202	\$ 54,015	\$ 54,839	\$ 55,674	\$ 56,520	\$ 57,376	\$ 58,244	\$ 59,123	\$ 60,014	\$ 60,916	\$ 61,829	\$ 62,755	\$ 1,523,912
\$ 60,245	\$ 61,171	\$ 62,108	\$ 63,058	\$ 64,020	\$ 64,994	\$ 65,981	\$ 66,981	\$ 67,994	\$ 78,918	\$ 80,107	\$ 81,311	\$ 82,530	\$ 83,766	\$ 1,830,570
\$ 907,631	\$ 968,801	\$ 1,030,909	\$ 1,093,967	\$ 1,157,987	\$ 1,222,981	\$ 1,288,962	\$ 1,355,944	\$ 1,423,938	\$ 1,502,856	\$ 1,582,963	\$ 1,664,273	\$ 1,746,804	\$ 1,830,570	-
\$ 171,765	\$ 174,409	\$ 177,089	\$ 179,803	\$ 182,552	\$ 185,338	\$ 188,159	\$ 191,017	\$ 193,912	\$ 206,742	\$ 209,863	\$ 213,023	\$ 216,225	\$ 219,468	\$ 5,180,859
\$ 2,643,259	\$ 2,817,668	\$ 2,994,757	\$ 3,174,560	\$ 3,357,113	\$ 3,542,450	\$ 3,730,609	\$ 3,921,626	\$ 4,115,538	\$ 4,322,281	\$ 4,532,143	\$ 4,745,166	\$ 4,961,391	\$ 5,180,859	-
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	Totals
\$ 111,519	\$ 113,239	\$ 114,981	\$ 110,366	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,074,214
\$ 60,245	\$ 61,171	\$ 62,108	\$ 63,058	\$ 43,567	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,137,534
\$ 171,765	\$ 174,409	\$ 177,089	\$ 173,424	\$ 43,567	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,211,748
\$ 2,643,259	\$ 2,817,668	\$ 2,994,757	\$ 3,168,181	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	\$ 3,211,748	-
\$ 338,586	\$ 225,347	\$ 110,366	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 229,903	\$ 168,732	\$ 106,624	\$ 43,567	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 6,379	\$ 118,533	\$ 120,343	\$ 122,178	\$ 124,036	\$ 125,918	\$ 127,824	\$ 129,756	\$ 131,712	\$ 133,694	\$ 135,702	\$ 1,276,075
\$ 0	\$ 0	\$ 0	\$ 0	\$ 20,453	\$ 64,994	\$ 65,981	\$ 66,981	\$ 67,994	\$ 78,918	\$ 80,107	\$ 81,311	\$ 82,530	\$ 83,766	\$ 693,036
\$ 0	\$ 0	\$ 0	\$ 6,379	\$ 138,986	\$ 185,338	\$ 188,159	\$ 191,017	\$ 193,912	\$ 206,742	\$ 209,863	\$ 213,023	\$ 216,225	\$ 219,468	\$ 1,969,112
\$ 0	\$ 0	\$ 0	\$ 6,379	\$ 145,365	\$ 330,702	\$ 518,861	\$ 709,878	\$ 903,790	\$ 1,110,533	\$ 1,320,395	\$ 1,533,419	\$ 1,749,643	\$ 1,969,112	-
\$ 1,681,304	\$ 1,681,304	\$ 1,681,304	\$ 1,674,926	\$ 1,556,393	\$ 1,436,050	\$ 1,313,872	\$ 1,189,836	\$ 1,063,919	\$ 936,094	\$ 806,338	\$ 674,626	\$ 540,931	\$ 405,229	-
\$ 919,920	\$ 919,920	\$ 919,920	\$ 919,920	\$ 899,467	\$ 834,473	\$ 768,492	\$ 701,510	\$ 633,516	\$ 554,598	\$ 474,491	\$ 393,181	\$ 310,650	\$ 226,884	-
\$ 171,765	\$ 174,409	\$ 177,089	\$ 179,803	\$ 182,552	\$ 185,338	\$ 188,159	\$ 191,017	\$ 193,912	\$ 206,742	\$ 209,863	\$ 213,023	\$ 216,225	\$ 219,468	\$ 5,180,859
\$ 2,643,259	\$ 2,817,668	\$ 2,994,757	\$ 3,174,560	\$ 3,357,113	\$ 3,542,450	\$ 3,730,609	\$ 3,921,626	\$ 4,115,538	\$ 4,322,281	\$ 4,532,143	\$ 4,745,166	\$ 4,961,391	\$ 5,180,859	-
\$ 3,169,714	\$ 2,995,304	\$ 2,818,215	\$ 2,638,412	\$ 2,455,860	\$ 2,270,523	\$ 2,082,364	\$ 1,891,347	\$ 1,697,434	\$ 1,490,692	\$ 1,280,829	\$ 1,067,806	\$ 851,581	\$ 632,113	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

**LANSING ECONOMIC DEVELOPMENT CORPORATION
SECURED LOAN AGREEMENT**

This Loan Agreement (the "Agreement") is made as of _____, 2018 between the Lansing Economic Development Corporation (the "LEDC"), a Michigan municipal authority formed pursuant to Michigan Public Act 338 of 1974 (the "EDC Act"), located at 1000 South Washington Avenue, Suite 201, Lansing, Michigan 48910; the Lansing Brownfield Redevelopment Authority (the "Authority"), a Michigan municipal authority formed pursuant to Michigan Public Act 381 of 1996, as amended (the "Brownfield Act"), located at 1000 South Washington Avenue, Suite 201, Lansing, Michigan 48910; and 735 Hazel, LLC, a Michigan limited liability company, with a business address of 2422 Jolly Road, Suite 200, Okemos, Michigan 48864 (the "Developer"). The LEDC, Authority and the Developer, collectively, shall be referred to as the "Parties" throughout this Agreement.

RECITALS

WHEREAS, the Developer intends to develop property (the "Property") located in the City of Lansing, Michigan, commonly referred to as 735 Hazel Street and legally described in Exhibit A (the "Project"); and

WHEREAS, the Developer and Authority prepared a Brownfield Plan (the "Brownfield Plan") to include the Property which was duly approved by the City Council on October _____, 2018 following a public hearing on October _____, 2018; and

WHEREAS, the Developer has also entered into a Reimbursement Agreement with the Authority (the "Reimbursement Agreement"); and

WHEREAS, the Developer has also entered into an Agreement in Consideration of Development Incentives (the "Development Agreement") with the City of Lansing and LEDC; and

WHEREAS, the LEDC has applied for and will receive loan funds from the Michigan Department of Environmental Quality (the "MDEQ") in an amount not to exceed \$1,463,282.00; and

WHEREAS, the LEDC has applied and will receive loan funds from the Authority in an amount not to exceed \$400,000.00; and

WHEREAS, the LEDC will re-loan a portion of the above funds to the Developer to perform eligible brownfield activities as described in the Brownfield Plan, and

WHEREAS, this Agreement is intended to include the terms and conditions under which the funds shall be loaned to the Developer by the LEDC, the method of their repayment to the LEDC, a promise of Developer to provide for and guarantee the repay of such funds with interest, remedies available to the LEDC in the event of default in repayment, and other methods of loan security on the Project from Developer to the LEDC to secure such repayment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration including the mutual covenants of the Parties made herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

- 1.0 Subject to and as provided by the terms and conditions of this Agreement, the LEDC agrees to use funds obtained from MDEQ and Authority to reimburse the Developer for Eligible Costs as per the Brownfield Plan and the Reimbursement Agreement (the "Eligible Costs"), in an amount not to exceed \$1,863,282 (the "Loan Funds").
- 2.0 The Developer agrees to commence work the Phase I of the Project in October of 2018 and expects to complete Phase I of the Project (as defined in the Brownfield Plan) by the deadline stated in the Development Agreement. The Developer must provide the LEDC with verifiable proof of financing for completion of Phase I of the Project prior to the first advance of Loan Funds.
- 3.0 These funds shall be disbursed to the Developer by the LEDC as a loan (the "Loan"), to be applied to Eligible Costs approved by the Authority, in accordance with the terms of the Reimbursement Agreement and the Brownfield Plan. Developer shall be responsible to submit to the Authority all requests for disbursement, and all such requests must be submitted in accordance with the Reimbursement Agreement.
- 4.0 Developer will fund initial costs of Eligible Activities which may be financed with Loan Funds and may then submit a reimbursement request to the LEDC. Reimbursement requests will be reviewed on behalf of the LEDC by the LBRA and the LBRA's oversight consultant, if any. Costs of approved Eligible Activities will be reimbursed to the Developer by the LEDC by advancement of Loan Funds.
- 5.0 Loan Funds will be disbursed in the first year of construction of Phase I of the Project (2019), but no interest shall accrue during the sixty (60) month construction and stabilization phase of Phase 1 of the Project (expected to be years 2019 through 2023). Annual payments of principal and interest shall be made by Developer to the LEDC on the same dates the LEDC is required to make payments to the Michigan Department of Environmental Quality ("DEQ") according to the Amortization Schedule attached as Exhibit B to the Brownfield Loan Contract between DEQ and the LEDC for the "735 Hazel Street Redevelopment", as such Exhibit B may be amended. Payment amounts will be calculated using the outstanding balance of Loan Funds advanced to Developer as of January 1, 2023, based on annual payments over a 10-year term concluding in year 15 (2033), with interest accruing at 1.5% interest per annum. All eleven annual installments are estimated to be \$182,278.25 each. An estimated amortization and Loan repayment schedule is attached to this Agreement as Exhibit B (the "Schedule"). Annual payment amounts may vary from the Schedule based on actual Loan Funds disbursed to Developer and the date of disbursement of Loan Funds.

6.0 The Developer will provide all the following as security for the Loan Funds:

- 6.1** An irrevocable letter(s) of credit (the “LOC”) from a federally chartered financial institution, with Developer as the applicant and the LEDC as the named beneficiary, in the amount equal to the total outstanding balance of all Loan Funds advanced to Developer; however, for year 1 through year 5, the LOC will be in an amount of \$1,863,282 (the amount of the LOC for the period of construction of the Project will be \$1,863,282 notwithstanding that all Loan Funds have not been disbursed). Provided, however, the notional amount of the LOC shall be reduced by the amount of any repayment of Loan Funds by Developer during the first 60 month period following the date of the first disbursement of Loan Funds. For years 6 through 15, the LOC provided by the Developer will equal the outstanding balance of Loan Funds advanced to Developer determined at the beginning of each year, as set forth in the Reimbursement Agreement. Developer agrees that the LOC will provide: 1) payment of the LOC amount will be made to beneficiary upon presentation by beneficiary to issuer of a signed statement - “An uncured Event of Default according to Section 13 of the Lansing Economic Development Corporation Secured Loan Agreement has occurred”, 2) the beneficiary will immediately be advised by issuer of any failure by Developer to pay the cost of the immediate next LOC, thirty (30) days before termination of the then existing LOC, and 3) beneficiary may pay the cost of any LOC, notwithstanding that beneficiary is the beneficiary of such LOC.
- 6.2** A Loan Payment Reserve Fund (“LPRF”) equal in amount to two years of debt service payments on the outstanding balance of Loan Funds advanced to Developer. The reserve amount to be deposited in the LPRF is estimated to be \$364,556.50 when the reserve amount is fully funded. Deposits to the LPRF shall be made in accordance with the Schedule, as same may be amended from time to time by written agreement of the Parties. Notwithstanding anything to the contrary in the Schedule, and prior to the first advance of Loan Funds, Developer shall deposit in the LPRF an initial amount equal to the total estimated cost of the LOC for all years prior to the first year in which Tax Increment Revenues are disbursed to the Authority pursuant to the Brownfield Plan and the Reimbursement Agreement. The amount of such deposit shall be reduced by the amount paid for the LOC covering the first year, as evidenced by the receipt referenced in Section 8.0. Beginning in the first year in which Tax Increment Revenues are captured, the LPRF will be funded from Tax Increment Revenues in accordance with the terms of Section 5(d)(5) of the Reimbursement Agreement and the Schedule. In the event that there is a Short Fall in the LPRF by the end of the fourth year Tax Increment Revenues are to be captured pursuant to the Brownfield Plan and the Reimbursement Agreement, or at any time thereafter, the Developer shall provide enough funds to fully fund the LPRF pursuant to the terms of the Reimbursement Agreement.
- 6.3** A second lien mortgage on the Property that is subordinated only to the primary lender (a “Senior Lender”) of Developer. LEDC agrees to promptly execute and

deliver to Senior Lender such agreements and instruments as Senior Lender may request to effect the subordination of LEDC's mortgage lien to Senior Lender's mortgage lien in the Property.

- 6.4 A second priority "all asset" security interest that is subordinated only to the Senior Lender. LEDC agrees to promptly execute and deliver to Senior Lender such agreements and instruments as Senior Lender may request to effect the subordination of LEDC's lien to Senior Lender's lien in the Property.
- 7.0 The Developer plans to commence the project in October of 2018 and commit to completing Phase I of the Project by the deadline stated in the Development Agreement. The failure of the Developer to complete the Project, as evidenced by a final Certificate of Occupancy for Phase I of the Project by the deadline stated in the Development Agreement, will be considered a default. Upon the failure to correct the default within 30 days of written notice of such default, the LEDC will have the right to make presentation on the LOC and access other security provided by the Developer to pay off the loan balance.
- 8.0 Failure of Developer to present a receipt for the cost of the LOC for year 1 prior to the first advance of Loan Funds, or failure to present a receipt for the cost of the LOC for subsequent years no later than thirty (30) days prior to the expiration of the previous year's LOC, will be sufficient authorization for the LEDC to pay the cost of such LOC from the LPRF. Once loan payments begin in year 5, the LEDC will make the loan payment from the LPRF, and the Authority will replenish the payment fund with the annual net tax capture available per the Brownfield Plan and the Reimbursement Agreement. If for any year when installments of repayments of Loan Funds are due the Tax Increment Revenue capture amount is insufficient to replenish the LPRF to a level equal to the sum of the next two required annual loan payments, the LEDC will provide Developer with written notice of any Short Fall pursuant to the terms of Reimbursement Agreement. In the event that Developer does not pay the Short Fall in accordance with the terms of the Reimbursement Agreement, then LEDC shall have the right to pursue the remedies provided in this Agreement.
- 9.0 During the loan repayment period, Tax Increment Revenues captured per the Brownfield Plan and Reimbursement Agreement will be deposited by the Authority in the LPRF. The LPRF will be used to pay off the loan early in year 13 when two years' payments remain, assuming the LPRF is fully-funded. However, if at any time prior to year 13 the LPRF reaches the value required to pay off the loan, the LBRA will immediately prepay, without penalty, the then outstanding balance of the Loan Funds. Any balance remaining in the LPRF after repayment in full of the Loan Funds shall be disbursed to Developer in accordance with the Reimbursement Agreement.
- 10.0 The LEDC will be responsible for keeping a written record of the Loan Funds disbursed to the Developer, and monies applied in repayment of the Loan Funds advanced to Developer and accrued interest. Developer agrees that the calculation by the LEDC of the outstanding balance of Loan Funds advanced to Developer is accepted as the outstanding balance owed under this Agreement (the "Loan Balance"), absent manifest error. At the request of Developer, LEDC agrees Developer shall have the right to inspect and copy all of LEDC's

records pertaining to this Agreement, the Brownfield Plan, and the Reimbursement Agreement.

- 11.0** As provided in the Reimbursement Agreement and described above, the Authority will provide the future Tax Increment Revenues (the "TIR") to the LEDC to apply to the Loan Payments. The Loan Balance must be paid in full before any TIR will be used to reimburse the Developer. Any balance remaining in the LPRF after repayment in full of the Loan Funds shall be disbursed to Developer in accordance with the Reimbursement Agreement
- 12.0** The Authority will capture all allowable taxes during the life of the loan and apply the TIR per this Agreement, the Brownfield Plan, and the Reimbursement Agreement when the TIR is received from the Lansing City Treasurer. The LEDC will provide to Developer a written accounting of the Loan Balance (including the amounts of TIR applied toward Loan Payments) on an annual basis. The accounting will be sent by U.S. Mail, or email, or facsimile to the address of Developer stated below.
- 13.0** Each of the following shall constitute an event of default under this Loan Agreement ("Event of Default"):

 - 13.1** Default by Developer in the performance of any covenant or obligation under this Agreement, including those defaults specifically identified herein.
 - 13.2** Default by Developer under the terms of the Development Agreement.
 - 13.3** Default by Developer under any of the terms of the Reimbursement Agreement.
 - 13.4** Default by Developer under the terms of any agreement, note or other instrument pursuant to which Developer has borrowed money from any person or entity for the construction of the Project, which default will materially impair Developer's ability to satisfy its obligations under this Loan Agreement,.
 - 13.5** Failure of Developer to satisfy any judgment or remove any levy or other process against the assets of Developer or the Project within thirty (30) days after entry of the judgment or issuance of the levy, or five (5) days prior to the time of any proposed sale under any such judgment or levy, whichever is earlier.
 - 13.6** Developer becomes insolvent, consents to or applies for the appointment of a receiver, trustee or liquidator of itself or any of its property, admits in writing its inability to pay its debts generally as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or seeks reorganization or similar arrangement in a proceeding under the bankruptcy code.
 - 13.7** Developer or any of its subcontractors violates any federal, state, or local law, regulation, or ordinance in relation to the Project.

- 14.0** Upon an Event of Default, the LEDC shall provide Developer written notice of such default by U.S. Mail, or email, or facsimile to an address of Developer stated below. The Developer shall have thirty (30) days from when the notice is sent to cure the default (or such longer period as shall be reasonably necessary to cure such default provided Developer promptly commences such cure and thereafter diligently pursues such cure to completion). The determination of whether or not a default has been cured shall be in the sole discretion of the LEDC.
- 15.0** Notwithstanding anything to the contrary in this Agreement, upon an Event of Default which remains uncured after the period described in Section 14.0, at the option of the LEDC and without notice, the Loan Balance shall become immediately due and payable to the LEDC, and Developer hereby promises to pay the Loan Balance without presentment, notice, or demand, all of which are hereby expressly waived by Developer. The LEDC shall have the right to pursue all remedies at law or in equity to collect the Loan Balance, including without limitation making presentation for payment on the existing LOC, and/or foreclosure of the mortgage lien and security interest referenced herein.
- 16.0** Developer promises to pay to the LEDC, in addition to the Loan Balance, all collection costs and reasonable attorney's fees and expenses incurred by the LEDC in enforcement of this Loan Agreement, whether or not litigation is commenced, including, without limitation, salaries and wages, on an hourly basis, of the LEDC staff for time spent in efforts to enforce this Loan Agreement.
- 17.0** The Developer's addresses are as follows:

Mail - 735 Hazel, LLC
Attn: Patrick N. Smith
2422 Jolly Road, Suite 200
Okemos, MI 48864

Email - psmith@westpacinv.com

Facsimile - 805-965-2177

The Parties have executed this Agreement effective on the 13th day of September, 2018.

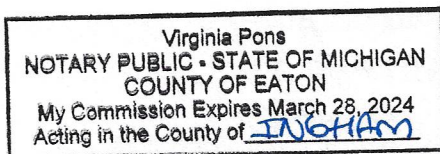
“DEVELOPER”

735 Hazel, LLC, a Michigan Limited Liability Company

By: [Signature]
Patrick N. Smith
Its: Authorized Representative

STATE OF MICHIGAN)
)SS.
COUNTY OF EATON)

The foregoing instrument was acknowledged before me this 13th day of September, 2018, by Patrick N. Smith, the Authorized Representative of 735 Hazel, LLC, a Michigan Limited Liability Company.



[Signature] VIRGINIA PONS
Notary Public 9/13/2018
EATON County, Michigan
Acting in EATON County, Michigan
My Commission Expires: MARCH 28th, 2024



LANSING ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Andrea Ragan

Its: Board Chair

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
Andrea Ragan, Chair of the Lansing Economic Development Corporation.

Notary Public
_____, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

LANSING BROWNFIELD REDEVELOPMENT
AUTHORITY

By: _____

Andrea Ragan

Its: Board Chair

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
Andrea Ragan, Chair of the Lansing Brownfield Redevelopment Authority.

Notary Public
_____, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

EXHIBIT A
Legal Descriptions - Eligible Property
735 Hazel, LLC – 735 Hazel Street Redevelopment Project
735 Hazel Street and Unaddressed S. Hosmer Street, Lansing MI
Brownfield Plan #70

Land situated in the City of Lansing, County of Ingham, State of Michigan, described as follows and shown on the attached Lot & Topographic Surveys (2 pages) for:

1. Parcel Identification Number: 33-01-01-22-105-001
Address: 735 Hazel Street; located in Ingham County

Lot 3 and the South 10 feet of Lot 2, also commencing at the Southwest corner of Lot 3, thence North 395.5 feet along the West line of said Lot 3 and Lot 2; thence West 15.65 feet; thence South 395.5 feet parallel with the West line of Lots 2 and 3; thence East 15.65 feet to the beginning, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records.

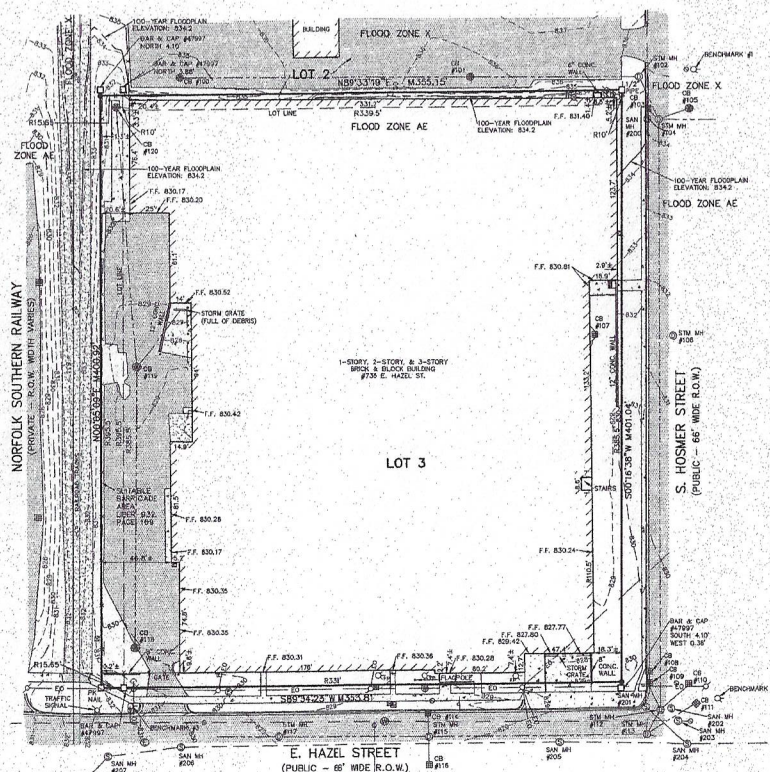
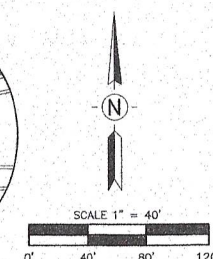
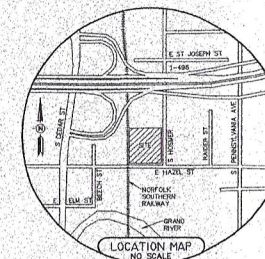
2. Parcel Identification Number: 33-01-01-22-106-001
Address: Unaddressed S. Hosmer Street; located in Ingham County

The North 217.5 feet of Lot 1, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records.

FOR: FUNK ZONE INVESTORS, LLC

LOT & TOPOGRAPHIC SURVEY

"735 E. HAZEL STREET, LANSING, MI 48912"



BENCHMARKS

BENCHMARK #1 ELEV. = 835.89 (NAVD89)
NORTHEAST FLANGE BOLT, UNDER "N", FIRE HYDRANT, EAST SIDE OF S. HOSMER STREET, 50' EAST AND 20' NORTH OF NORTHEAST BUILDING CORNER OF #735 E. HAZEL STREET.

BENCHMARK #2 ELEV. = 830.95 (NAVD89)
NORTHWEST FLANGE BOLT, UNDER "W", FIRE HYDRANT, NORTHEAST QUADRANT OF INTERSECTION OF S. HOSMER STREET AND E. HAZEL STREET.

BENCHMARK #3 ELEV. = 832.76 (NAVD89)
NORTHWEST FLANGE BOLT, FIRE HYDRANT, NORTH SIDE OF E. HAZEL STREET, 30' WEST AND 20' SOUTH OF SOUTHWEST BUILDING CORNER OF #735 E. HAZEL STREET.

SEWER INVENTORIES

CATCH BASIN #100
RIM ELEV. = 834.68
12" PVC E INV. = 828.61

CATCH BASIN #101
RIM ELEV. = 835.43
12" PVC E INV. = 827.83
12" PVC W INV. = 827.89

STORM MANHOLE #102
RIM ELEV. = 835.03
12" RCP SE INV. = 827.28
12" RCP W INV. = 827.31

CATCH BASIN #103
RIM ELEV. = 834.29
12" RCP SE INV. = 828.41

STORM MANHOLE #104
RIM ELEV. = 834.41
12" RCP NE INV. = 827.59
12" RCP E INV. = 828.25
12" RCP S INV. = 828.11
12" RCP NW INV. = 827.44
12" RCP W INV. = 826.38

CATCH BASIN #105
RIM ELEV. = 833.54
12" RCP SW INV. = 829.96

STORM MANHOLE #106
RIM ELEV. = 831.50
NO VISIBLE PIPES
TOP OF DEBRIS ELEV. = 824.95

CATCH BASIN #107
RIM ELEV. = 828.05
NO VISIBLE PIPES
TOP OF DEBRIS ELEV. = 827.15

CATCH BASIN #108
RIM ELEV. = 828.95
10" VCP S INV. = 827.20

CATCH BASIN #109
RIM ELEV. = 828.90
10" VCP N INV. = 827.19
12" RCP SE INV. = 825.22
SUMP ELEV. = 823.80

CATCH BASIN #110
RIM ELEV. = 828.59
12" RCP SW INV. = 826.03
TOP OF WATER ELEV. = 825.49
SUMP ELEV. = 824.28

CATCH BASIN #111
RIM ELEV. = 826.38
NO VISIBLE PIPES
TOP OF WATER ELEV. = 825.83
TOP OF DEBRIS ELEV. = 825.28

STORM MANHOLE #112
RIM ELEV. = 829.21
12" RCP N INV. = 824.93
12" RCP NE INV. = 825.42
12" RCP SW INV. = 824.85
12" RCP NW INV. = 825.07
SUMP ELEV. = 824.51

STORM MANHOLE #113
RIM ELEV. = 829.55
12" RCP N INV. = 823.76
12" RCP NE INV. = 825.75
12" RCP SE INV. = 823.55
24" RCP E INV. = 821.04
36" RCP W INV. = 819.70

CATCH BASIN #114
RIM ELEV. = 827.85
12" VCP S INV. = 825.13
TOP OF DEBRIS ELEV. = 824.85

STORM MANHOLE #115
RIM ELEV. = 828.71
12" VCP N INV. = 824.55
36" RCP E INV. = 819.91
12" VCP S INV. = 822.33
36" RCP W INV. = 819.76

CATCH BASIN #116
RIM ELEV. = 828.20
12" VCP N INV. = 828.10

STORM MANHOLE #117
RIM ELEV. = 828.95
36" RCP E INV. = 819.67
36" RCP W INV. = 819.60

CATCH BASIN #118
RIM ELEV. = 829.42
NO VISIBLE PIPES
TOP OF WATER ELEV. = 825.42
SUMP ELEV. = 824.84

CATCH BASIN #119
RIM ELEV. = 828.38
8" HOPE N INV. = 824.83
8" PVC NE INV. = 824.98
8" HOPE S INV. = 824.77
TOP OF DEBRIS ELEV. = 823.68

CATCH BASIN #120
RIM ELEV. = 830.22
NO VISIBLE PIPES
TOP OF DEBRIS ELEV. = 829.22

SANITARY MANHOLE #200
RIM ELEV. = 834.27
8" RCP N INV. = 824.15
8" RCP S INV. = 824.07

SANITARY MANHOLE #201
RIM ELEV. = 829.47
UNABLE TO REMOVE MANHOLE LID

SANITARY MANHOLE #202
RIM ELEV. = 828.98
NO VISIBLE PIPES
SUMP ELEV. = 822.78

SANITARY MANHOLE #203
RIM ELEV. = 829.09
NO VISIBLE PIPES
SUMP ELEV. = 824.69

SANITARY MANHOLE #204
RIM ELEV. = 829.01
8" RCP E INV. = 819.36
8" RCP W INV. = 819.47
8" RCP NW INV. = 819.51

SANITARY MANHOLE #205
RIM ELEV. = 829.67
8" RCP E INV. = 819.22
8" RCP W INV. = 819.10

SANITARY MANHOLE #206
RIM ELEV. = 830.21
8" RCP E INV. = 817.79
8" RCP W INV. = 817.74

SANITARY MANHOLE #207
RIM ELEV. = 831.43
8" RCP E INV. = 817.73
8" RCP SW INV. = 817.70

LEGAL DESCRIPTION:

(As provided by First American Title Insurance Company, Commitment No. 162212, dated February 1, 2017)

Lot 3 and the South 10 feet of Lot 2, also commencing at the Southwest corner of Lot 3, thence North 395.5 feet along the West line of said Lot 3 and Lot 2, thence West 15.65 feet; thence South 308.5 feet parallel with the West line of Lots 2 and 3; thence East 15.65 feet to the beginning, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records.

SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by First American Title Insurance Company, Commitment No. 162212, dated February 1, 2017)

Item 6: Terms, Covenants and Conditions, set forth in Quit Claim Deed recorded in Liber 932, Page 169, cross parcel, are platable, and shown hereon.

SURVEYOR'S NOTES:

- This plan was made at the direction of the parties named herein and is intended solely for their immediate use. Survey prepared from fieldwork performed in October 2017.
- All bearings and distances on the survey are record and measured unless otherwise noted. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing C.O.R.S.
- All dimensions are in feet and decimals thereof.
- All elevations are North American Vertical Datum of 1988 (NAVD89).
- No building dimensions are to be used for establishing the property lines.
- There are no observable potential encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as shown hereon.
- Wetlands, if any, not shown hereon.
- This property lies partially within Flood Zone "X", areas outside the 1% annual chance floodplain, and partially within Flood Zone "AE" according to the National Flood Insurance Program, Flood Insurance Rate Map for the City of Lansing, Ingham County, Michigan, Community Panel No. 260090 0131 D, dated August 16, 2011. Elevation of the 100-year floodplain per FEMA data is 834.2 (NAVD89).

LEGEND

- = SET 1/2" BAR WITH CAP
- = FOUND IRON AS NOTED
- = DEED LINE
- = DISTANCE NOT TO SCALE
- = FENCE
- = ASPHALT
- = CONCRETE
- = GRAVEL
- = EXISTING SPOT ELEVATION
- = EXISTING CONTOUR ELEVATION
- = SANITARY SEWER
- = STORM SEWER
- = WATER LINE
- = OVERHEAD WIRES
- = EDGE OF WOODS
- = DECIDUOUS TREE
- = CONIFEROUS TREE
- = BUSH
- ⊙ = SANITARY MANHOLE
- ⊙ = DRAINAGE MANHOLE
- ⊙ = ELECTRIC MANHOLE
- ⊙ = WATER MANHOLE
- ⊙ = CATCH BASIN
- ⊙ = SANITARY CLEANOUT
- ⊙ = VALVE
- ⊙ = FIRE HYDRANT
- ⊙ = UTILITY POLE
- ⊙ = LIGHT POLE
- ⊙ = GUY WIRE
- ⊙ = ELECTRIC METER
- ⊙ = GAS METER
- ⊙ = WATER METER
- ⊙ = SIGN
- ⊙ = POST/BOLLARD
- ⊙ = FIRE PROTECTION
- ⊙ = HANDHOLE
- ⊙ = UTILITY PEDESTAL

REVISIONS	COMMENTS	DATE
11/07/2017	ORIGINAL	

ERICK R. FRESTROM
ERICK R. FRESTROM
PROFESSIONAL SURVEYOR NO. 53497

KEBS, INC. ENGINEERING AND LAND SURVEYING
218 HASLETT ROAD, HASLETT, MI 48840
PH. 517-338-1014 FAX 517-338-8547
WWW.KEBS.COM

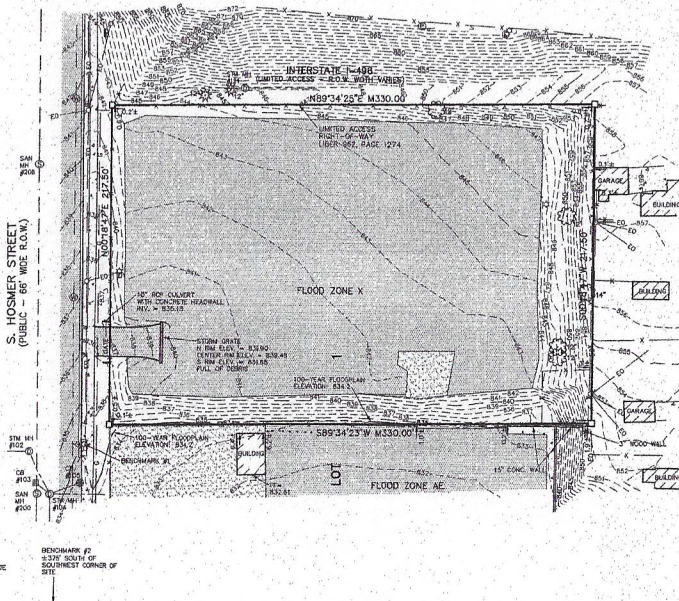
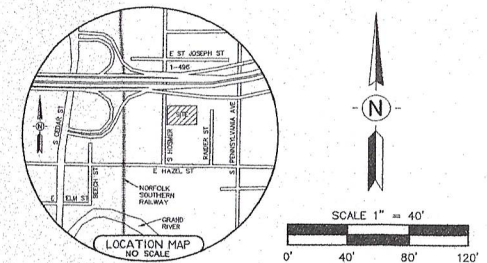
Marshall Office - Ph. 800-781-8800

DRAWN BY: SSF SECTION 22, T4N, R2W
FIELD WORK BY: SW/CMM JOB NUMBER:
SHEET 1 OF 1 92788.TOP

LOT & TOPOGRAPHIC SURVEY

FOR: FUNK ZONE INVESTORS, LLC

"VACANT - S. HOSMER STREET, LANSING, MI 48912"



BENCHMARKS

BENCHMARK #1 ELEV. = 835.89 (NAVD88)
NORTHEAST FLANGE BOLT, UNDER "N" FIRE HYDRANT, EAST SIDE OF S. HOSMER STREET, 50' EAST AND 20' NORTH OF NORTHEAST BUILDING CORNER OF #735 E. HAZEL STREET.

BENCHMARK #2 ELEV. = 830.95 (NAVD88)
NORTHWEST FLANGE BOLT, UNDER "W" FIRE HYDRANT, NORTHEAST QUADRANT OF INTERSECTION OF S. HOSMER STREET AND E. HAZEL STREET.

BENCHMARK #3 ELEV. = 832.76 (NAVD88)
NORTHWEST FLANGE BOLT, FIRE HYDRANT, NORTH SIDE OF E. HAZEL STREET, 50' WEST AND 20' SOUTH OF SOUTHWEST BUILDING CORNER OF #735 E. HAZEL STREET.

SEWER INVENTORIES

STORM MANHOLE #102
RIM ELEV. = 835.03
12" RCP SE INV. = 827.26
12" RCP W INV. = 827.31

CATCH BASIN #103
RIM ELEV. = 834.29
12" RCP SE INV. = 829.41

STORM MANHOLE #104
RIM ELEV. = 834.41
12" RCP NE INV. = 827.59
12" RCP E INV. = 825.23
12" RCP S INV. = 825.11
12" RCP NW INV. = 827.44
12" RCP W INV. = 826.38

CATCH BASIN #105
RIM ELEV. = 833.54
12" RCP SW INV. = 829.96

STORM MANHOLE #121
RIM ELEV. = 847.72
30" HDPE E INV. = 836.95
30" HDPE W INV. = 836.33
SUMP ELEV. = 835.92

SANITARY MANHOLE #200
RIM ELEV. = 834.27
8" RCP N INV. = 824.15
8" RCP S INV. = 824.07

SANITARY MANHOLE #208
RIM ELEV. = 840.15
UNABLE TO REMOVE MANHOLE COVER

LEGAL DESCRIPTION:

(As provided by First American Title Insurance Company, Commitment No. 162212, dated February 1, 2017)
The North 217.5 feet of Lot 1, Assessor's Plot No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 18, Page(s) 31, Ingham County Records.

SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by First American Title Insurance Company, Commitment No. 162212, dated February 1, 2017)
Item 7: Easement for ingress and egress to the Michigan State Highway Department, set forth in Liber 952, Page 1274, abuts parcel, is plottable, and is shown herein.

SURVEYOR'S NOTES:

- This plan was made at the direction of the parties named herein and is intended solely for their immediate use. Survey prepared from fieldwork performed in October 2017.
- All bearings and distances on the survey are record and measured unless otherwise noted. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing C.O.R.S.
- All dimensions are in feet and decimals thereof.
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- No building tie dimensions are to be used for establishing the property lines.
- There are no observable potential encroachments on the subject property from adjoining lands, or from the subject property onto adjoining lands, except as shown herein.
- Wetlands, if any, not shown herein.
- This property lies partially within Flood Zone "X", areas outside the 1% annual chance floodplain, and partially within Flood Zone "AC" according to the National Flood Insurance Program, Flood Insurance Rate Map for the City of Lansing, Ingham County, Michigan, Community Panel No. 260009 0131 D, dated August 16, 2011. Elevation of the 100-year floodplain per FEMA data is 834.2' (NAVD88).

LEGEND

- = SET 1/2" BAR WITH CAP
- = FOUND BAR & CAP #53497
- = DEED LINE
- = DISTANCE NOT TO SCALE
- = FENCE
- = ASPHALT
- = CONCRETE
- = GRAVEL
- = EXISTING SPOT ELEVATION
- = EXISTING CONTOUR ELEVATION
- = SANITARY SEWER
- = STORM SEWER
- = WATER LINE
- = OVERHEAD WIRES
- = EDGE OF WOODS
- = DECIDUOUS TREE
- = CONIFEROUS TREE
- = BUSH
- ⊙ = SANITARY MANHOLE
- ⊙ = DRAINAGE MANHOLE
- ⊙ = ELECTRIC MANHOLE
- ⊙ = WATER MANHOLE
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- ⊙ = FIRE HYDRANT
- ⊙ = VALVE
- ⊙ = UTILITY POLE
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- ⊙ = GAS METER
- ⊙ = WATER METER
- ⊙ = SIGN
- ⊙ = POST/BOLLARD
- ⊙ = FIRE PROTECTION
- ⊙ = HANDHOLE
- ⊙ = UTILITY PEDESTAL

REVISIONS	COMMENTS	ENGINEERING AND LAND SURVEYING
11/08/2017	ORIGINAL	KEBS, INC. 5118 HASLETT ROAD, HASLETT, MI 48940 PH. 517-336-1014 FAX 517-336-5047 WWW.KEBS.COM
		Marshall Office - Ph. 269-781-1800
		DRAWN BY SSF SECTION 22, TAN, R2W
		FIELD WORK BY SW/CMN JOB NUMBER
		SHEET 1 OF 1 92769.TOP

ERICK R. FRIESTROM
ERICK R. FRIESTROM DATE
PROFESSIONAL SURVEYOR NO. 53497

EXHIBIT B - DEQ LOANS & LEDC LOAN AMORTIZATION/PAYMENT SCHEDULE AND LETTER OF CREDIT SCHEDULE

735 Hazel Street Redevelopment Project, Lansing MI

As of date: 9/13/2018

					LOAN PAYMENT RESERVE FUND					DEQ LOAN PAYMENT SCHEDULE					LEDC LOAN PAYMENT SCHEDULE					IRREVOCABLE LETTER OF CREDIT	
Brownfield Plan Capture Year	Fiscal Year	Tax Year / Calendar Year	DEQ Loan Program Year	Brownfield Plan Tax Increment Revenue Available toward Debt Service*	Beginning Loan Payment Reserve Fund Balance	Annual Loan Payment Reserve Funding Amount	Annual Letter of Credit Renewal Fee Advance Prior to TIR Disbursement	Annual Loan Payment Reserve Fund Payment	Ending Loan Payment Reserve Fund Balance	Beginning Balance	Interest Payment	Principal Payment	Total Payment	Ending Balance	Beginning Balance	Interest Payment	Principal Payment	Total Payment	Ending Balance	Beginning Year Letter of Credit Amount for LBRF Loans	Annual Surplus (Deficit) TIR to Developer
0	2019	N/A	1	\$0.00			\$80,000.00	\$0.00	\$80,000.00	\$1,463,282.00	\$0.00	\$0.00	\$0.00	\$1,463,282.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	\$1,863,282.00	\$0.00
0	2020	N/A	2	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$1,463,282.00	\$0.00	\$0.00	\$0.00	\$1,463,282.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	\$1,863,282.00	\$0.00
1	2021	2020**	3	\$138,840.95	\$80,000.00	\$138,840.95	\$0.00	\$0.00	\$218,840.95	\$1,463,282.00	\$0.00	\$0.00	\$0.00	\$1,463,282.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	\$1,863,282.00	\$0.00
2	2022	2021	4	\$145,080.39	\$218,840.95	\$145,080.39	\$0.00	\$0.00	\$363,921.35	\$1,463,282.00	\$0.00	\$0.00	\$0.00	\$1,463,282.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	\$1,863,282.00	\$0.00
3	2023	2022	5	\$146,001.23	\$363,921.35	\$20,635.15	\$0.00	\$0.00	\$384,556.50	\$1,463,282.00	\$0.00	\$143,147.68	\$143,147.68	\$1,320,134.32	\$400,000.00	\$0.00	\$39,130.58	\$39,130.58	\$360,869.42	\$1,863,282.00	-\$56,912.18
4	2024	2023	6	\$147,293.56	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$1,320,134.32	\$19,802.01	\$123,345.67	\$143,147.68	\$1,196,788.65	\$360,869.42	\$5,413.04	\$33,717.54	\$39,130.58	\$327,151.88	\$1,681,003.74	-\$34,984.70
5	2025	2024	7	\$148,614.58	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$1,196,788.65	\$17,951.83	\$125,195.85	\$143,147.68	\$1,071,592.80	\$327,151.88	\$4,907.28	\$34,223.30	\$39,130.58	\$292,928.58	\$1,523,940.54	-\$33,663.68
6	2026	2025	8	\$150,193.44	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$1,071,592.80	\$16,073.89	\$127,073.79	\$143,147.68	\$944,519.02	\$292,928.58	\$4,393.93	\$34,736.65	\$39,130.58	\$258,191.93	\$1,364,521.39	-\$32,084.81
7	2027	2026	9	\$151,916.14	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$944,519.02	\$14,167.79	\$128,979.89	\$143,147.68	\$815,539.12	\$258,191.93	\$3,872.88	\$35,257.70	\$39,130.58	\$222,934.23	\$1,202,710.95	-\$30,362.12
8	2028	2027	10	\$153,668.67	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$815,539.12	\$12,233.09	\$130,914.59	\$143,147.68	\$684,624.53	\$222,934.23	\$3,344.01	\$35,786.57	\$39,130.58	\$187,147.67	\$1,038,473.35	-\$28,609.59
9	2029	2028	11	\$155,565.80	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$684,624.53	\$10,269.37	\$132,878.31	\$143,147.68	\$551,746.22	\$187,147.67	\$2,807.22	\$36,323.36	\$39,130.58	\$150,824.30	\$871,772.20	-\$26,712.46
10	2030	2029	12	\$155,848.66	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$551,746.22	\$8,276.19	\$134,871.49	\$143,147.68	\$416,874.73	\$150,824.30	\$2,262.36	\$36,868.21	\$39,130.58	\$113,956.09	\$702,570.52	-\$26,429.60
11	2031	2030	13	\$158,149.62	\$384,556.50	\$0.00	\$0.00	\$0.00	\$384,556.50	\$416,874.73	\$6,253.12	\$136,894.56	\$143,147.68	\$279,980.17	\$113,956.09	\$1,709.34	\$37,421.24	\$39,130.58	\$76,534.85	\$530,830.82	-\$24,128.64
12	2032	2031***	14	\$159,040.35	\$384,556.50	\$0.00	\$0.00	\$192,278.25	\$192,278.25	\$279,980.17	\$4,199.70	\$138,947.98	\$143,147.68	\$141,032.19	\$76,534.85	\$1,148.02	\$37,982.56	\$39,130.58	\$38,552.29	\$338,552.57	-\$23,237.91
13	2033	2032***	15	\$161,519.87	\$192,278.25	\$0.00	\$0.00	\$192,278.25	\$0.00	\$141,032.19	\$2,115.48	\$141,032.20	\$143,147.68	\$0.00	\$38,552.29	\$578.28	\$38,552.29	\$39,130.58	\$0.00	\$146,274.32	-\$20,758.39
14	2034	2033	16	\$164,031.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164,031.63
15	2035	2034	17	\$166,576.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166,576.04
16	2036	2035	18	\$169,153.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$169,153.53
17	2037	2036	19	\$171,764.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,764.52
18	2038	2037	20	\$174,409.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$174,409.46
19	2039	2038	21	\$177,088.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,088.78
20	2040	2039	22	\$179,802.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179,802.93
21	2041	2040	23	\$182,552.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182,552.37
22	2042	2041	24	\$185,337.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,337.55
23	2043	2042	25	\$188,158.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188,158.93
24	2044	2043	26	\$191,017.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$191,017.00
25	2045	2044	27	\$193,912.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193,912.22
26	2046	2045	28	\$206,742.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$206,742.49
27	2047	2046	29	\$209,862.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,862.54
28	2048	2047	30	\$213,023.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$213,023.15
29	2049	2048	31	\$216,224.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216,224.85
30	2050	2049	32	\$219,468.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$219,468.17

NOTES:

* Tax Increment Revenue available to service debt payments on eligible activities (i.e. DEQ Loans, LEDC Loan and Developer funded activities) after State and Local up front payment requirements to the Michigan Brownfield Redevelopment Fund (3 mills), Lansing BRA Administration (5% tax increment revenues), Lansing BRA Local Brownfield Revolving Fund (5% tax increment revenues), and 10% pass-through of new incremental taxes created to all taxing jurisdictions.

** 1st Year Capture in Brownfield Plan is Tax Year / Calendar Year 2020 based upon 100% Project Completion by January 31, 2020 (Phase I Only).

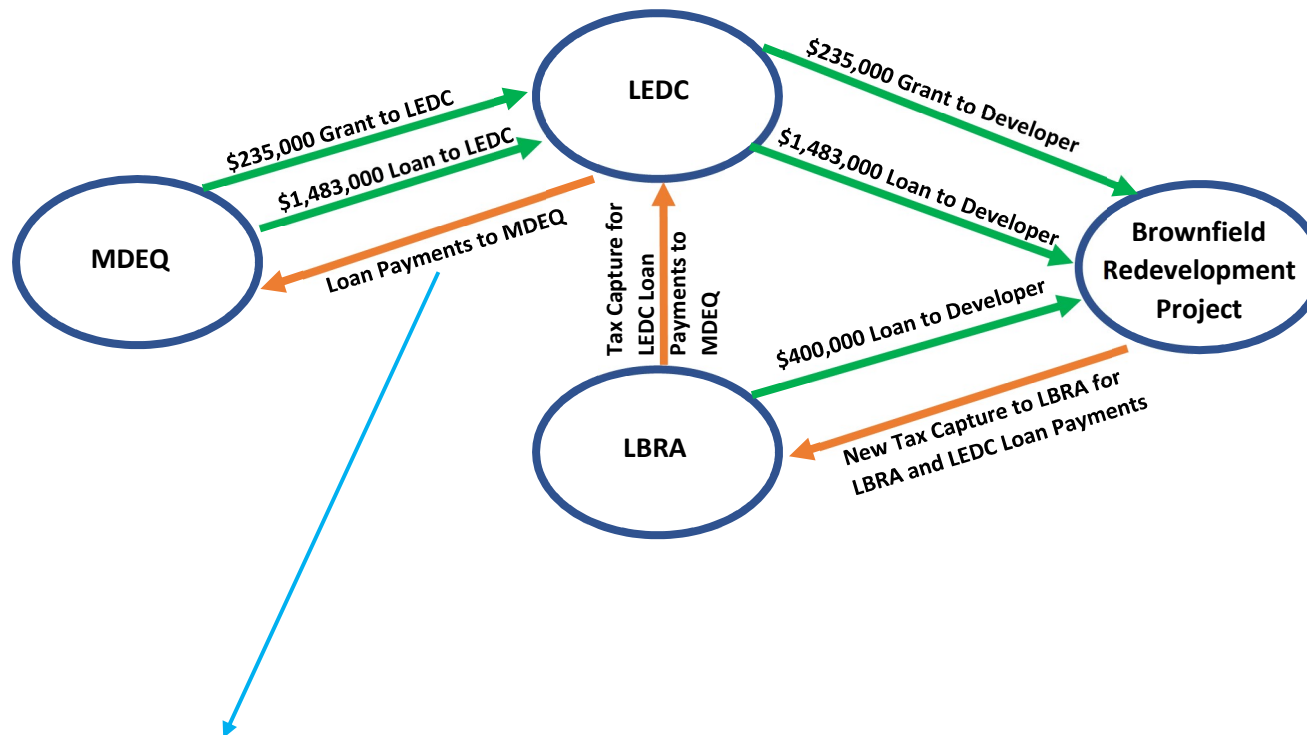
*** Loan payments in DEQ Loan Program Years 14 (Tax Year / Calendar Year 2031) & 15 (Tax Year / Calendar Year 2032) to be made from Loan Payment Reserve Fund.

735 Hazel Brownfield Plan #70 Approval Schedule

9/6/18

- | | |
|--------|--|
| Sept 6 | Brownfield Plan sent to Mayor's Office to be approved and forwarded to City Council |
| Sep 10 | Plan received and referred to Development and Planning Committee by the City Council |
| Sep 17 | Development and Planning Committee approves public hearing request for October 8. |
| Sep 24 | City Council sets public hearing for October 8 |
| Oct 8 | Public Hearing held at Council meeting |
| Oct 15 | Development and Planning Committee approves by resolution the Brownfield Plan. |
| Oct 22 | Council Approves approves by resolution the Brownfield Plan |

735 Hazel Street Flow of Funds



Layers of Loan Security to Ensure LEDC Payment of Loan to MDEQ



City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on October 8, 2018 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Brownfield Plan #70 – 735 Hazel Street Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 745 Hazel Street located in the City of Lansing, but more particularly described as:

Lot 3 and the South 10 feet of Lot 2, also commencing at the Southwest corner of Lot 3, thence North 395.5 feet along the West line of said Lot 3 and Lot 2; thence West 15.65 feet; thence South 395.5 feet parallel with the West line of Lots 2 and 3; thence East 15.65 feet to the beginning, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records, 33-01-01-22-105-001, and

The North 217.5 feet of Lot 1, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records, 33-01-01-22-106-001.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Business Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

Chris Swope
City Clerk

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #70
735 HAZEL STREET REDEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 735 Hazel Street located in the City of Lansing; and

WHEREAS, prior to Council's action on this request, it is necessary to hold a public hearing on the Plan, to allow for any resident, taxpayer or ad valorem taxing unit the right to appear and be heard;

WHEREAS, maps, plats, and a description of the brownfield plan are available for public inspection at the Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, and that all aspects of the brownfield plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on October 8, 2018 at 7:00 p.m. on Brownfield Plan #70 – 735 Hazel Street Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

Lot 3 and the South 10 feet of Lot 2, also commencing at the Southwest corner of Lot 3, thence North 395.5 feet along the West line of said Lot 3 and Lot 2; thence West 15.65 feet; thence South 395.5 feet parallel with the West line of Lots 2 and 3; thence East 15.65 feet to the beginning, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records, 33-01-01-22-105-001, and

The North 217.5 feet of Lot 1, Assessor's Plat No. 26, City of Lansing, Ingham County, Michigan, according to the recorded Plat thereof, as recorded in Liber 10, Page(s) 31, Ingham County Records, 33-01-01-22-106-001,

and that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #70 – 735 Hazel Street Redevelopment Project and the scheduled public hearing.

STAFF REPORT

APPLICANT: McLaren Health Care Corporation
3373 Regency Park Dr.
Grand Blanc, MI 48439

OWNER: City of Lansing

REQUESTED ACTION: Closure and vacation of all of Alliance Drive and a portion of Technology Blvd. to facilitate the development of a new McLaren hospital facility at that location. The vacated ROWs would be part of property being acquired from the MSU Foundation.

**EXISTING LAND USE
& ZONING:** Unzoned street right-of-way (ROW)

PROPERTY SIZE & SHAPE: TWO STRIPS OF LAND 66 FEET IN WIDTH, BEING 33 FEET EACH SIDE OF THE CENTER LINES OF ALLIANCE DR & TECHNOLOGY BLVD AS SURVEYED ACROSS PART W 1/2 SW 1/4 SEC 25; SEC 25 T4N R2W

SURROUNDING LAND USE: North: MSU's Henry Center for Executive Development
South, East, and West: Michigan Biotechnology Institute,
University Corporate Research Park

SURROUNDING ZONING: "D-1" Professional Office

COMPREHENSIVE PLAN DESIGNATION: Research and Development (R&D), intended to allow for technology-based business, including testing and limited assembly and production, in a high quality environment.

BACKGROUND

McLaren is combining the functions of its Greenlawn and Penn campuses into a larger hospital facility it is constructing in the University Corporate Research Park, which is located between U.S. 127 on the west, and Collins Road on the east, just south of Forest Road.

To accommodate this development, McLaren is requesting the vacation of Alliance Drive and a portion of Technology Boulevard. The street ROWs will be combined with land currently owned by the MSU Foundation to form the site for the new hospital

Summary information on both the University Corporate Research Park and SmartZones are included below:

UNIVERSITY CORPORATE RESEARCH PARK

The University Corporate Research Park is part of a Smart Zone that was established in 2005, in partnership with the City of East Lansing and the Michigan Economic Development to encourage high technology development. It is owned and operated by the MSU Foundation. It is set on a strategically-positioned site adjoining the Michigan State University campus in Lansing, Michigan with ready access to

freeways and metropolitan markets. Corporate tenants located in the Research Park benefit from opportunities to develop collaborative linkages with the nation's premier land-grant university and all of its resources.

The mission of the University Corporate Research Park is to mutually benefit Michigan State University and tenants of the Research Park through the advancement of research, technology, development of new knowledge, and commercialization of intellectual property. Research Park tenants must qualify for occupancy based on the contribution they make to advancing that mission.

SMARTZONES

SmartZones are certified technology parks or zones where technology-based firms, entrepreneurs and researchers locate in close proximity to all of the community assets that assist in their endeavors. SmartZones are able to capture the growth in property taxes through tax increment financing within the park, with the revenue to be used in the park for a variety of purposes, including infrastructure, marketing and promotion, and creating high-technology support facilities, such as laboratories and training centers.

The Lansing Regional SmartZone (LRSZ) is a cooperative effort with the Michigan Economic Development Corporation (MEDC) to stimulate the growth of technology-based businesses in the Lansing Region. This is a partnership between the City of East Lansing, City of Lansing, Ingham County, and Michigan State University. The Lansing Regional Smart Zone has locations in MSU University Corporate Research Park, Downtown East Lansing and Downtown Lansing.

AGENCY RESPONSES:

Board of Water and Light: No response received.

Public Service Infrastructure and Engineering:

We have been reviewing aspects of the site plan for some time and we've known that the site design is contingent on this vacation. We have no objections to the vacation of Alliance Drive and the indicated portion of Technology Blvd.

ACT 33 REVIEW

An Act 33 Review is a planning level review of the location, character and extent of public improvements and City property transactions (including right-of way-vacations). Act 33 Reviews are conducted by the City of Lansing pursuant to the provisions of the Michigan Planning Enabling Act (P.A. 33 of 2008) and Section 208 of the Lansing Code of Ordinances.

Location: Unlike McLaren's current facilities, this location is convenient to Michigan State University and freeway access.

Character: The ROW vacations will be instrumental in the consolidation of properties to form the site of the new hospital, and facilitate the construction of a hospital on property set aside for high technology development.

Extent: The ROW to be vacated is necessary and appropriate to combine with adjacent properties for the site of the new hospital.

STAFF RECOMMENDATION

Based on a review of the location, character, and extent of the proposal, staff recommends the vacation of the Alliance Drive and a portion of Technology Blvd. as requested.



Untitled Map

University Corporate Research Park

Legend

-  Brett Maxwell Photography
-  Feature 1
-  Feature 2
-  Feature 3
-  Forest Akers West Golf Course
-  State Police Emergency Management
-  SUBWAY® Restaurants (C-Store / Gas Station)
-  University
-  University Club Fitness Center & Spa
-  University Corporate Research Park

Universi



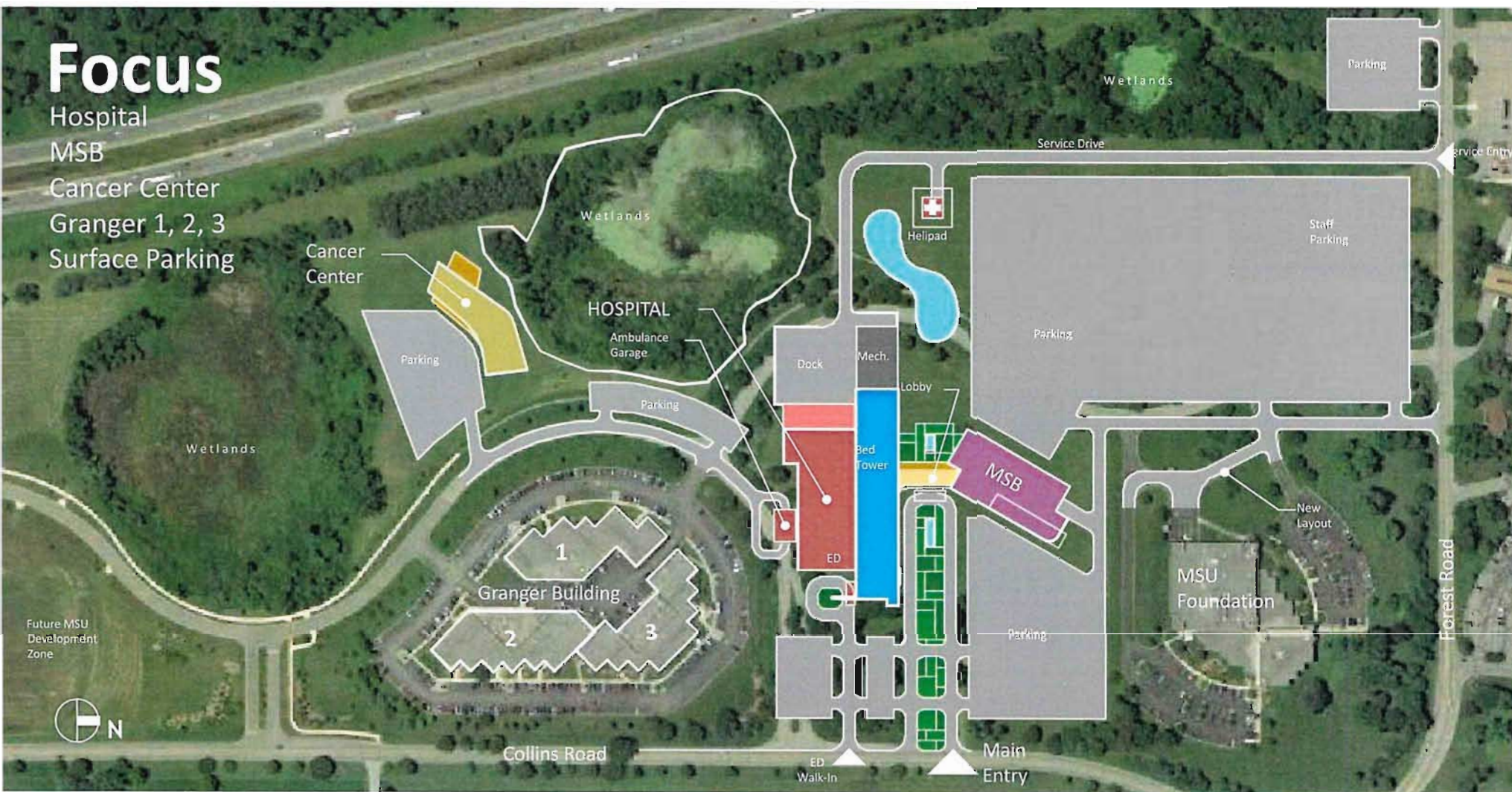
2000 ft

Google Earth

© 2018 Google

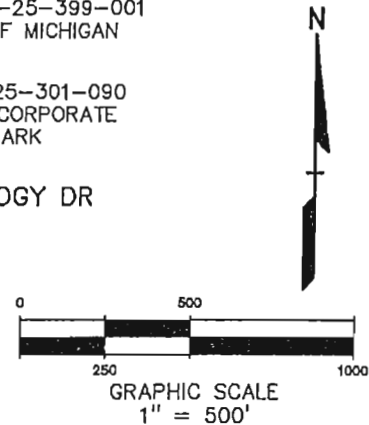
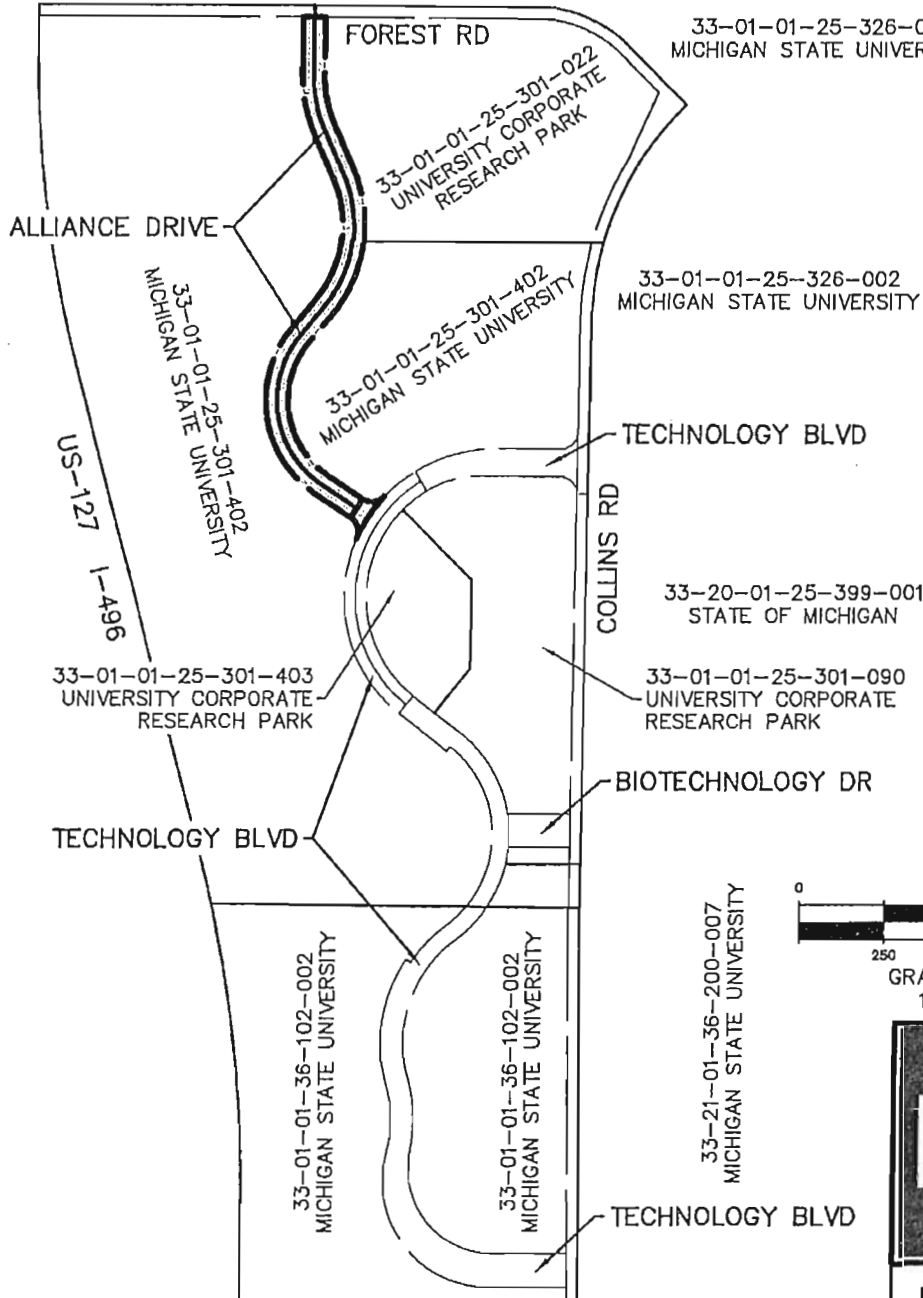
Focus

Hospital
MSB
Cancer Center
Granger 1, 2, 3
Surface Parking



**ACT 33 - PUBLIC RIGHT-OF-WAY VACATION
SKETCH OF PROPOSED VACATION OF ALLIANCE DRIVE
A PART OF PARCEL #33-01-01-25-301-901**

33-01-01-25-151-002 UNIVERSITY CLUB OF MSU
33-01-01-25-151-023 MICHIGAN STATE UNIVERSITY
33-01-01-25-151-011 CROSS AUDREY F
33-20-01-25-101-001 STATE OF MICHIGAN
33-01-01-25-326-009 MICHIGAN STATE UNIVERSITY



PEA, Inc.

7927 Nemco Way, Ste. 115
Brighton, MI 48116
T: 517.546.8583
F: 546.546.8973
www.peainc.com

CLIENT:
MCLAREN GREATER LANSING
3373 REGENCY PARK DR
GRAND BLANC, MI 48439

SCALE: 1" = 500'

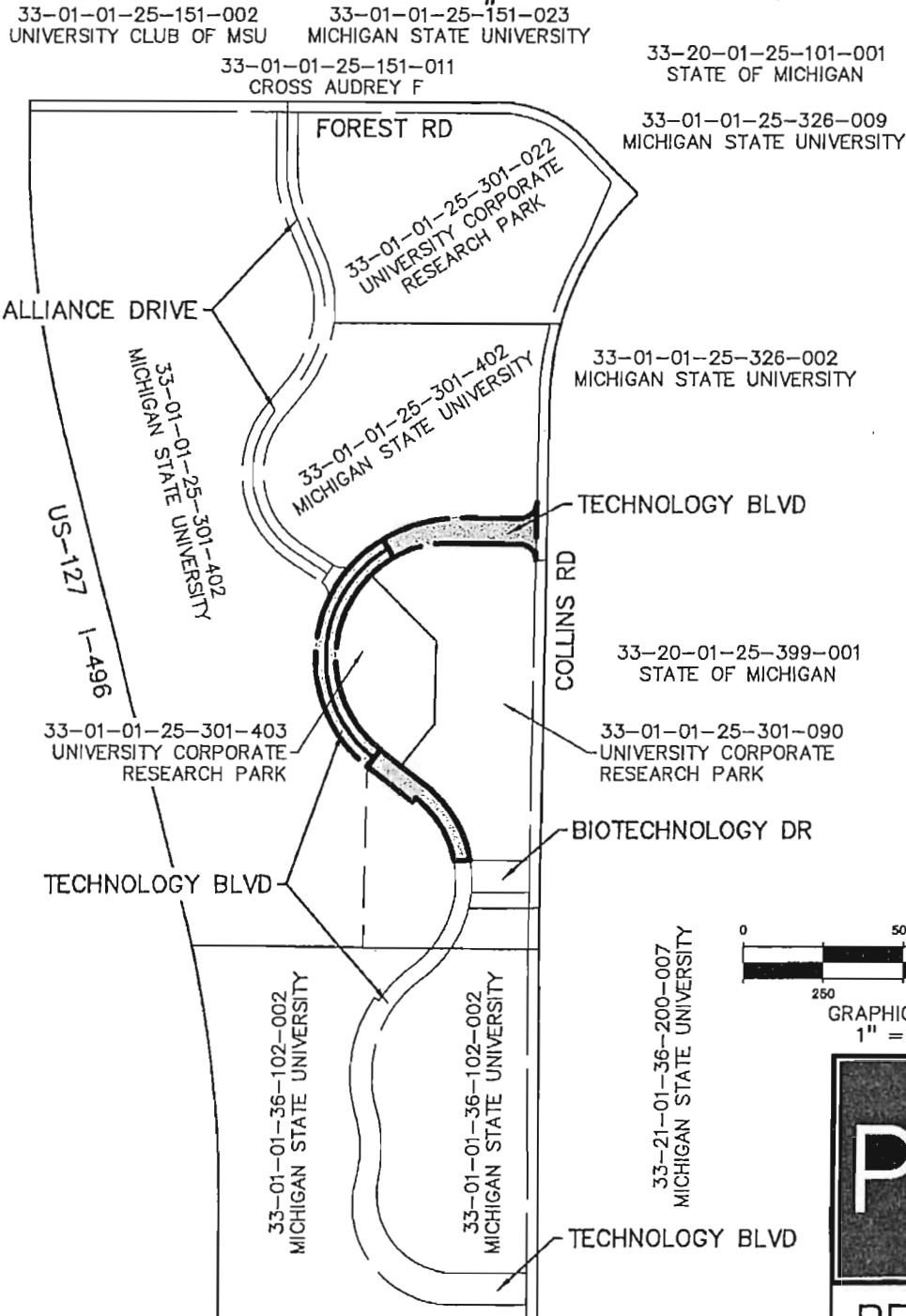
JOB No: 2017-016

DATE: 4-10-18

DWG. No: 1 of 4

S:\PROJECTS\2017\2017-016 MCLAREN GREATER LANSING-JPB\SURVEY-DEPT\17016ACT33\dwg\17016ACT33-ALLIANCE-DR.dwg; XXX

**ACT 33 - PUBLIC RIGHT-OF-WAY VACATION
SKETCH OF PROPOSED VACATION OF TECHNOLOGY BLVD
A PART OF PARCEL #33-01-01-25-301-901**



CLIENT:
MCLAREN GREATER LANSING
3373 REGENCY PARK DR
GRAND BLANC, MI 48439

SCALE: 1" = 500'

JOB No: 2017-016

DATE: 4-10-18

DWG. No: 1 of 3

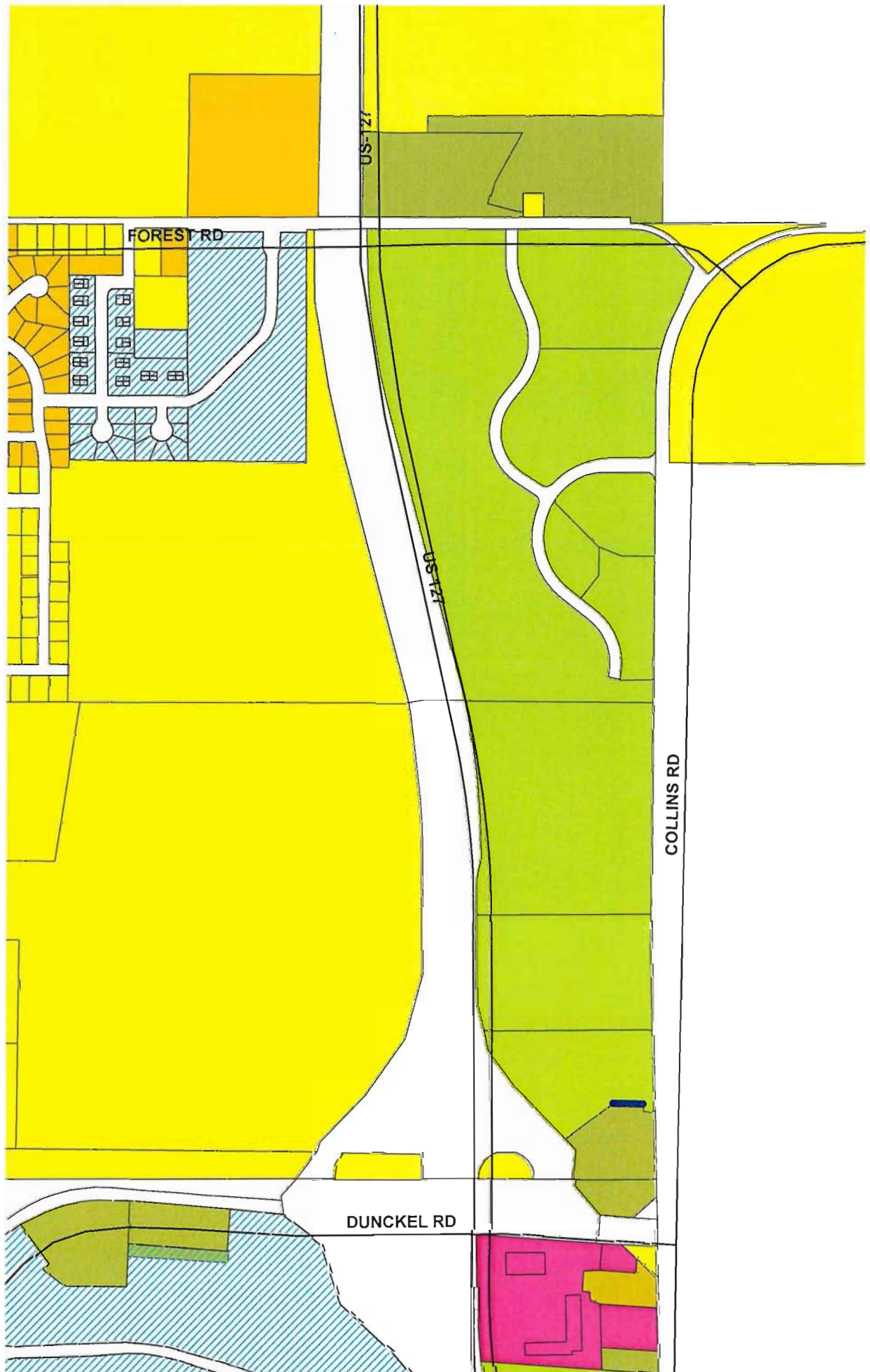
PEA, Inc.

7927 Nemco Way, Ste. 115
Brighton, MI 48116
t: 517.546.8583
f: 546.546.8973
www.peainc.com

City of Lansing Zoning Map

Legend

- major roads_nad83
- roads_final
- 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



N



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

Act-5-2018, Vacate Alliance Drive and a portion of Technology Blvd.

WHEREAS, the McLaren Health Care Corporation, 3373 Regency Park Dr., Grand Blanc, MI 48439 requests the vacation of Alliance Drive and the northern portion of Technology Blvd., in the University Corporate Research Park located between U.S. 127 and Collins Road; and

WHEREAS, the purpose of this request is to facilitate land assembly for the site of a new McLaren Hospital; and

WHEREAS, at its meeting on August 7, 2018, the Planning Board found, based on a review of the location, character, and extent of the Act-5-2018 proposal, that:

- This location in the University Corporate Research Park is convenient to Michigan State University and freeway access, and is consistent with the shared vision expressed in the *Design Lansing* Comprehensive Plan,
- The rights-of-way (ROWS) to be vacated are necessary and appropriate to combine with adjacent properties for the site of the new hospital; and

WHEREAS, the Planning Board voted (5-1) to recommend approval of Act-5-2018, the vacation of the entire Alliance Drive ROW, and the northern portion of the Technology Blvd. ROW; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-5-2018, and approves vacation of the subject Alliance Dr. and Technology Blvd. rights-of-way as requested, legally described as:

ALLIANCE DRIVE (in two parts):

ALLIANCE DRIVE PART 1: A 66.00 foot wide parcel lying 33.00 feet each side of a centerline described as: Commencing at the West 1/4 corner of Section 25, thence South 89 degrees 47 minutes 19 seconds East 480.60 feet along the East-West 1/4 line of Section 25, thence South 00 degrees 12 minutes 41 seconds West 33.00 feet to the point of beginning of this description; thence South 00 degrees 12 minutes 41 seconds West 162.46 feet to a point of curvature; thence Southeasterly 176.30 feet on the arc of a 420.00 foot radius curve to the left whose central angle is 24 degrees 03 minutes 03 seconds and whose chord is 175.01 feet and bears South 11 degrees 48 minutes 51 seconds East to a point of tangency; thence South 23 degrees 50 minutes 22 seconds East 139.84 feet to a point of curvature; thence Southeasterly 197.32 feet on the arc of a 400.00 foot radius curve to the right whose central angle is 28 degrees 15 minutes 50 seconds and whose chord is 195.32 feet and bears South 09 degrees 42 minutes 28 seconds East to a corner; thence North 84 degrees 09 minutes 25 seconds West 2.50 feet; thence Southwesterly 221.99 feet on the arc of a 380.00 foot radius curve to the right whose central angle is 33 degrees 28 minutes 15 seconds and whose chord is 218.84 feet and bears South 22 degrees 34 minutes 42 seconds West to a point of tangency; thence South 39 degrees 18 minutes 50 seconds West 100.00 feet to

a point of curvature; thence Southeasterly 352.71 feet on the arc of a 300.00 foot radius curve to the left whose central angle is 67 degrees 21 minutes 44 seconds and whose chord is 332.74 feet and bears South 05 degrees 37 minutes 56 seconds West to reference point "SAN"; thence Southeasterly 142.62 feet again on the arc of said 300.00 foot radius curve whose central angle is 27 degrees 14 minutes 16 seconds and whose chord is 141.28 feet and bears South 41 degrees 39 minutes 59 seconds East to reference point "STMA"; thence Southeasterly 8.25 feet again on the arc of said 300.00 foot radius curve whose central angle is 01 degrees 34 minutes 31 seconds and whose chord is 8.25 feet and bears South 56 degrees 04 minutes 25 seconds East to a point of tangency, thence South 56 degrees 51 minutes 41 seconds East 123.32 feet to the point of ending of this description, said point being reference point "A", containing 2.51 acres, more or less.

ALLIANCE DRIVE PART 2: An irregular shaped parcel whose boundary is described as: Beginning at reference point "A" of the above-described Part #1; thence North 33 degrees 08 minutes 14 seconds East 33.00 feet to a point of curvature; thence Northeasterly 69.91 feet on the arc of a 50.00 foot radius curve to the left whose central angle is 80 degrees 06 minutes 20 seconds and whose chord is 64.35 and bears North 83 degrees 05 minutes 09 seconds East to a point of tangency; thence Southerly 149.56 feet on the arc of a 433.00 foot radius curve to the left (said arc being the Westerly side of a curving 66.00 foot wide roadway easement for Technology Blvd.) whose central angle is 19 degrees 47 minutes 24 seconds and whose chord is 148.82 feet and bears South 33 degrees 08 minutes 17 seconds West to a point curvature; thence Northwesterly 69.90 feet on the arc of a 50.00 foot radius curve to the left whose central angle is 80 degrees 06 minutes 16 seconds and whose chord is 64.35 feet and bears North 16 degrees 48 minutes 33 seconds West to a point of tangency, thence North 33 degrees 08 minutes 14 seconds East 33.00 feet to the point of beginning, containing 0.09 acres, more or less.

TECHNOLOGY BOULEVARD (in three parts):

TECHNOLOGY BOULEVARD PART 1: An irregular-shaped parcel, whose boundary is described as: Commencing at the Intersection of the South line of Section 25 and the East line of the West 1/2 of the Southwest 1/4 of Section 25 (said intersection lying on the construction centerline of Collins Road - see City of Lansing Public Service Department Project P.S. 59004 by Fishbeck, Thompson, Carr & Huber, Inc. dated October 31, 1988); thence North 0 degrees 23 minutes 26 seconds East 1220.94 feet along said East line of West 1/2 of Southwest 1/4; thence North 89 degrees 36 minutes 34 seconds West 33.00 feet to the point of beginning of this description: thence Northwesterly 78.54 feet on the arc of 50.00 foot radius curve to the left whose central angle 90 degrees and whose chord is 70.71 feet and bears North 44 degrees 36 minutes 34 seconds West to a point of tangency; thence North 89 degrees 36 minutes 34 seconds West 237.72 feet to a point of curvature; thence Southwesterly 163.84 feet on the arc of a 292.00 foot radius curve to the left whose central angle is 32 degrees 08 minutes 57 seconds and whose chord is 161.70 feet and bears South 74 degrees 18 minutes 58 seconds West to a point of tangency, thence North 31 degrees 45 minutes 30 seconds West 33.00 feet to reference point "B"; thence North 31 degrees 45 minutes 30 seconds West 33.00 feet to a point of curvature; thence Northeasterly 259.43 feet on the arc of a 462.345 foot radius curve to the right whose central angles is 32 degrees 08 minutes 57 seconds and whose chord is 256.04 feet and bears North 74 degrees 18 minutes 58 seconds East to a point of tangency; thence South 89 degrees 36 minutes 34 seconds East 182.20 feet to a point of curvature; thence Northeasterly 78.54 feet on the arc of a 50.00 foot radius curve to the left whose central angle is 90 degrees and whose chord is 70.71 feet and bears North 45 degrees 23 minutes 26 seconds East to a point of tangency; thence South 0 degrees 23 minutes 26 seconds West 182 feet to the point of beginning.

TECHNOLOGY BOULEVARD PART 2: A 66.00 foot wide parcel lying 33.00 feet each side of a centerline described as: Beginning at a reference point "B" as described in Section 1B. Part 1 above; thence Southerly 375.25 feet on the arc of a 400.00 foot radius curve to the left whose central angle is 53 degrees 45 minutes 02 seconds and whose chord is 361.64 feet and bears South 31 degrees 21 minutes 59 seconds West to reference point "STMB"; thence Southeasterly 394.77 feet again on the arc of said 400.00 foot radius curve whose central angle is 56 degrees 32

minutes 48 seconds and whose chord is 378.94 feet and bears South 23 degrees 46 minutes 56 seconds East to the point of ending of this description.

TECHNOLOGY BOULEVARD PART 3: A variable width road whose right of way is described as being a part of Sections 25 and 36, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, described as commencing at the Southwest corner of said Section 25; thence South 89 degrees 20 minutes 11 seconds East 755.96 feet along the South line of said Section 25; thence North 00 degrees 39 minutes 48 seconds East 568.71 feet to a point of on the West right of way of existing Technology Boulevard, as recorded in Liber 2053, Page 193, Ingham County records, and the point of beginning of this description; thence South 52 degrees 03 minutes 20 seconds East 180.84 feet; thence North 37 degrees 56 minutes 40 seconds East 16.00 feet; thence Southeasterly 236.95 feet along an arc of a 333.00 foot radius curve to the right whose central angle is 40 degrees 46 minutes 08 seconds and whose chord bears South 31 degrees 41 minutes 45 seconds East 231.98 feet to the Westerly extension of the North right of way line of Biotechnology Drive as recorded in Liber 3385, Page 1002, Ingham County records; thence South 89 degrees 36 minutes 34 seconds East 50.92 feet along the Westerly extension of the North right of way line of Biotechnology Drive to the intersection of the North right of way line of Biotechnology Drive and the East right of way line of Technology Boulevard; thence Northwesterly 282.83 feet along an arc of a 383.00 foot radius curve to the left whose central angle is 42 degrees 18 minutes 38 seconds and whose chord bears North 30 degrees 55 minutes 18 seconds West 276.45 feet; thence North 52 degrees 03 minutes 20 seconds West 180.84 feet to a point of on the East right of way of Technology Boulevard, as recorded in Liber 2053, Page 193, Ingham County records; thence South 37 degrees 56 minutes 40 seconds West 66.00 feet to the point of beginning.

BE IT FURTHER RESOLVED, the approved vacation is contingent upon McLaren Health Care Corporation, a Michigan nonprofit corporation, or an affiliate thereof (collectively, "McLaren") taking title to the property adjoining the to-be-vacated rights-of-way, to eliminate land-locking any parcel, and the approved vacation cannot take effect or be recorded until the parcels adjacent to the rights-of-way are assembled under a single owner.

BE IT FINALLY RESOLVED, that the City Clerk, within 30 days of McLaren providing the deed or deeds transferring title to the property adjoining the to-be-vacated rights-of-way, shall forward certified copies of the resolution to the Ingham County Register of Deeds for recording and upon return shall transmit a copy of the recorded resolution to the Michigan Department of Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation (OLSR), the Planning and Assessor's Offices, the Department of Public Service, and the applicant. The vacation shall be effective upon the date of recording of the resolution with the Ingham County Register of Deeds.

BE IT FINALLY RESOLVED, if McLaren does not take title to the adjoining property, and provide proof of the same to the City Clerk, on or before August 15, 2019, then this resolution shall expire and be of no force or effect.

From: grhnsd|C flylfsoxvfrp
Sent: Z hgqhvgd|/P dufk#7/#534;#; #78#DP
To: Sox p hu/P dub|q
Subject: R qdgh#rup #/xep lwd#Dssdfdwrg#ru#Dssrlwp hqw#r#Erdug#ru#Frp p lwrg

Application for Appointment to Board or Commission

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

- 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).*

**The above requirements are only mandatory for charter boards.*

(Section Break)

Date	3/14/2018
First Name	Waylon
Middle	Field not completed.
Last Name	Sanford
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
Address	1633 park ave

City	Lansing
State	MI
Zip Code	48910
Email	waylonsanford@gmail.com
Gender	Gender
Ward	4
Precinct	<i>Field not completed.</i>
Best phone number to contact you	
Last 4 digits of social security number	
In what year did you move to Lansing?	2010
Additional information regarding experience and credentials	I have experience working with the Greater Lansing Sports Authority. We work to host sporting events in Lansing. I have won the Community Champions Award for 2017. I am the chairman of a local non profit working to increase athletic opportunities in our community.
Occupational Background	Currently Planning Analyst for the state of Michigan. Previously, 6 years in the City of Lansing Planning and Development Office.
Educational Background	Urban and Regional Planning B.S. MSU 2012
Please attach a resume if available	<i>Field not completed.</i>
First choice for board to serve on	Parks Board
Second choice of a board to serve on	Redevelopment Authority
Third choice of a board to serve on	Planning Board
Fourth choice of a board to serve on	Zoning Appeals

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 would like to serve on the Parks Board because Lansing has a terrific but large parks system. The scale of our park lands require much assistance to help maintain and develop thriving programs and overcome obstacles. I feel that with my experience in government as well as developing sporting opportunities that I am at a point where my skills can be helpful.

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

Waylon Sanford

Date & Time

3/14/2018 8:45 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 Waylon Sanford, 1633 Park Avenue Lansing, MI 48910 as an At-Large Member of the Board of Zoning Appeals 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 Waylon Sanford, 1633 Park Avenue Lansing, MI 48910 as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2021.

The Wing



Smarter • Safer •
More Connected Communities

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Our Mission & Vision

Our Mission

Building Vibrant Communities

Our Vision

Building a Collaboration with Public Officials, Local Stakeholders, and Residents, Our Team Creates Spaces that are Exciting for People to Live and Work in.

Our Passion

Smart Collaborative Sustainable Growth That Creates a Sense of Place and Promotes Community Engagement.



Lansing's Vision

Increasing the Density in the Core will help Lansing Achieve the Objectives of its Long Term Masterplan

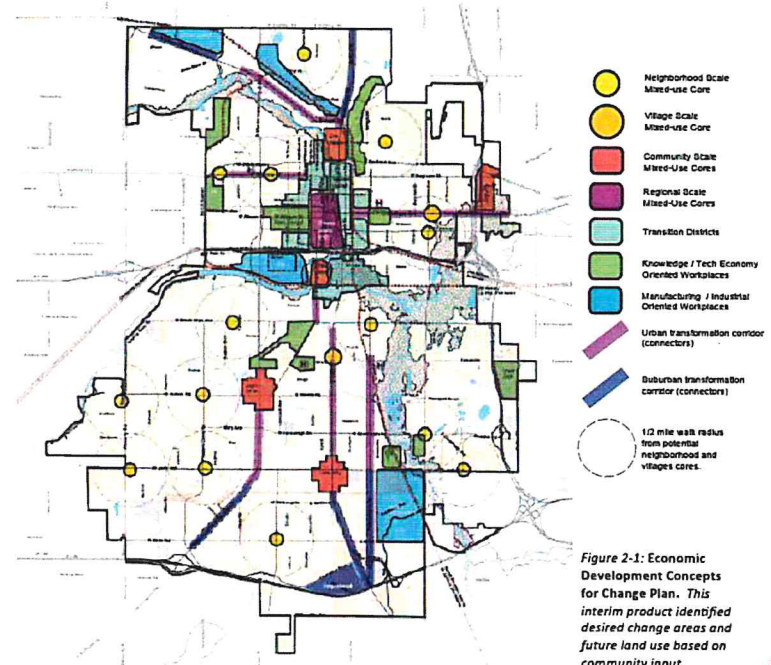
The vision of this plan is for Lansing realize its potential to become the premier Midwest city – a city of which Michigan residents are very proud, that is globally recognized and sought out by entrepreneurs, new residents and travelers.

.....to be achieved by 2030, when Lansing is recognized as:

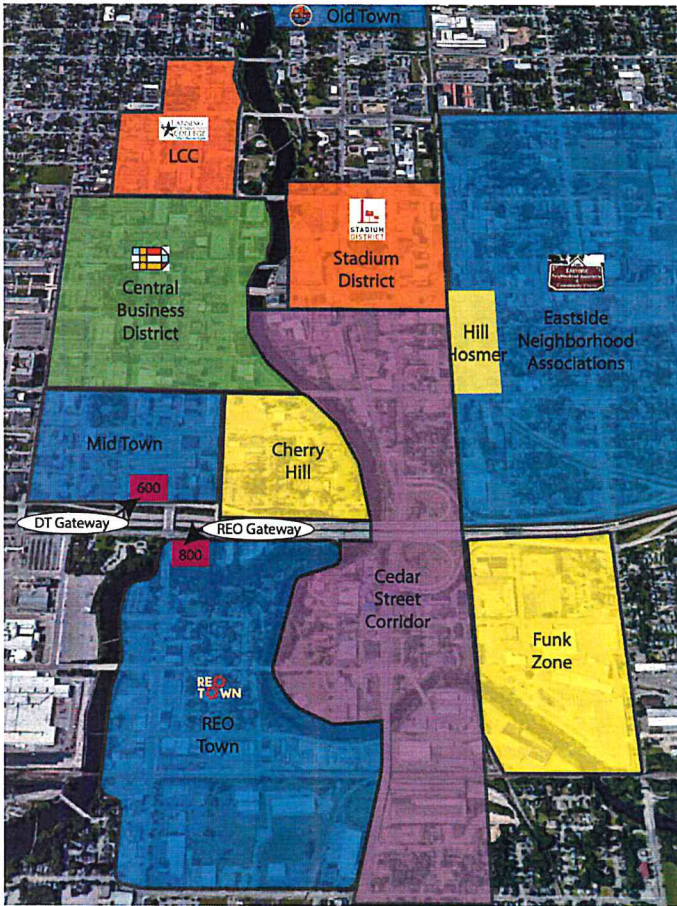
The best economically, environmentally, and socially sustainable city its size in the Midwest.

Collaborate.

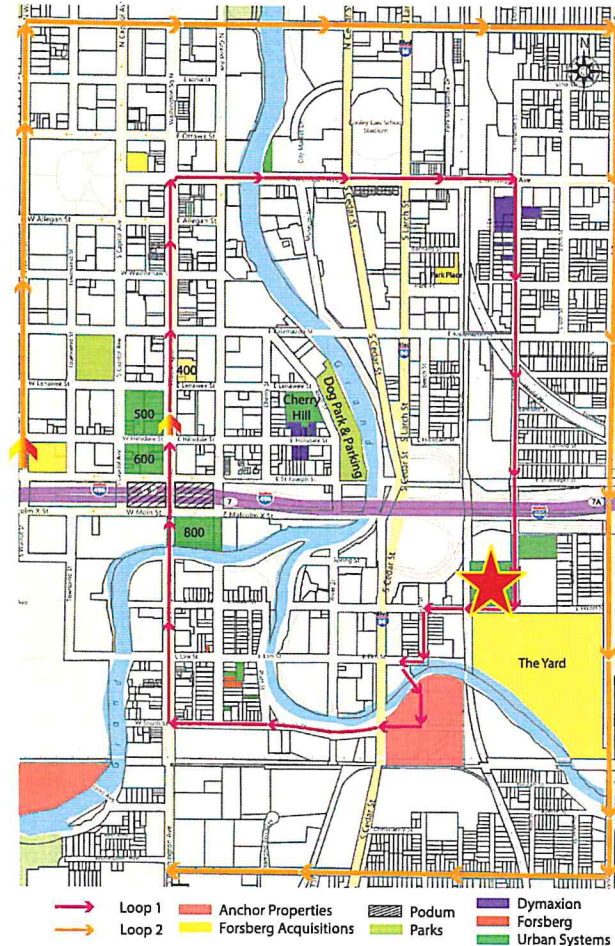
The Lansing Economic Area Partnership's research shows that the metropolitan areas that have been most successful in attracting business and increasing jobs are those that have approached economic development as a coordinated regional initiative. It is also clear that a strong central city can work to the economic advantage its region. The factors that have been shown to attract the new economy talent pool play to Lansing's existing strengths and will become the focus of future efforts to encourage mixed use.



Districts Create Emotional Engagement



Achieving the Vision



- Defined Districts for Sense of Place
- Traffic Patterns Encouraging Movement of People
- Creating Walkable Scale Neighborhoods Using Design, Scale, Art, Engagement



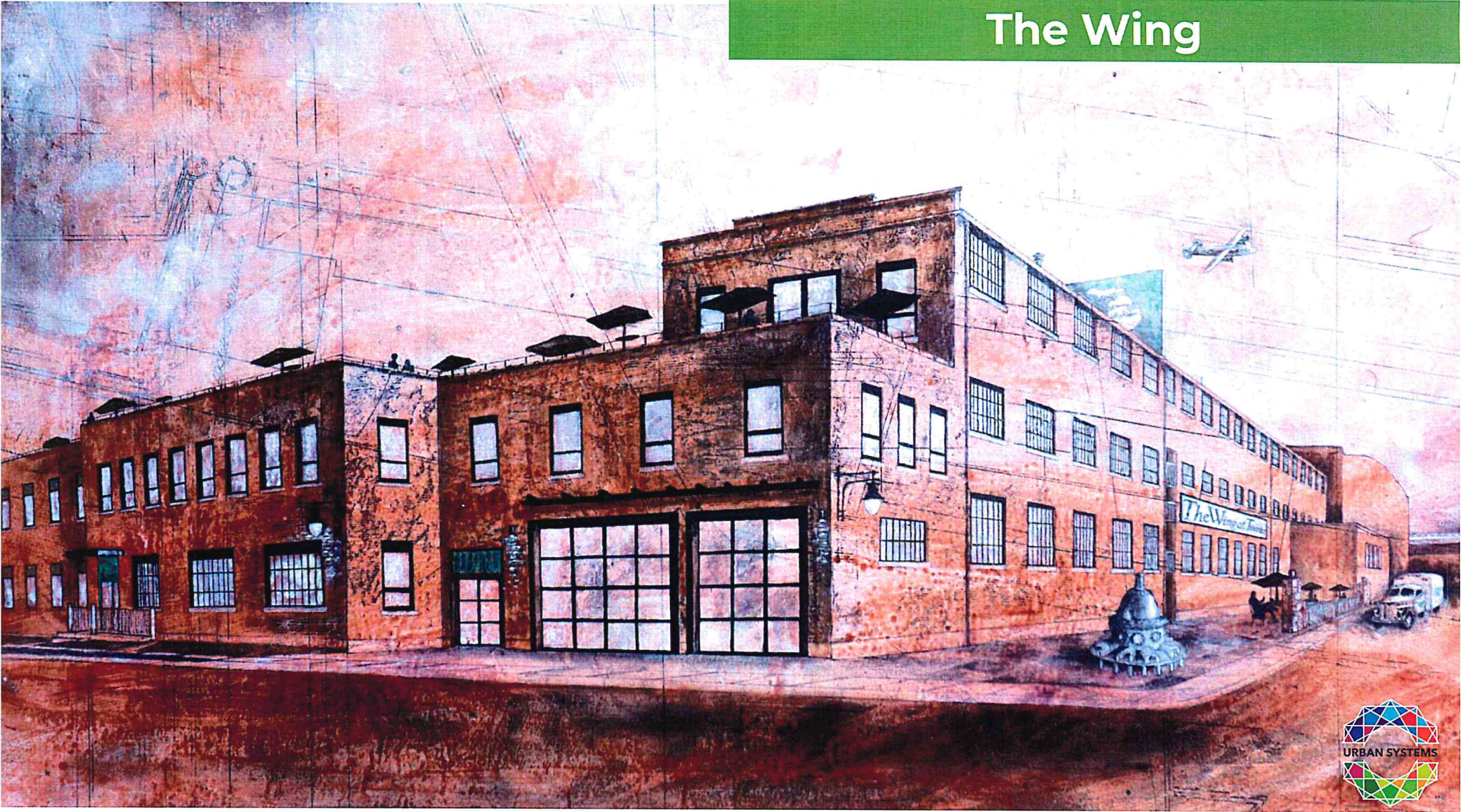
Connecting a City



The Wing



The Wing



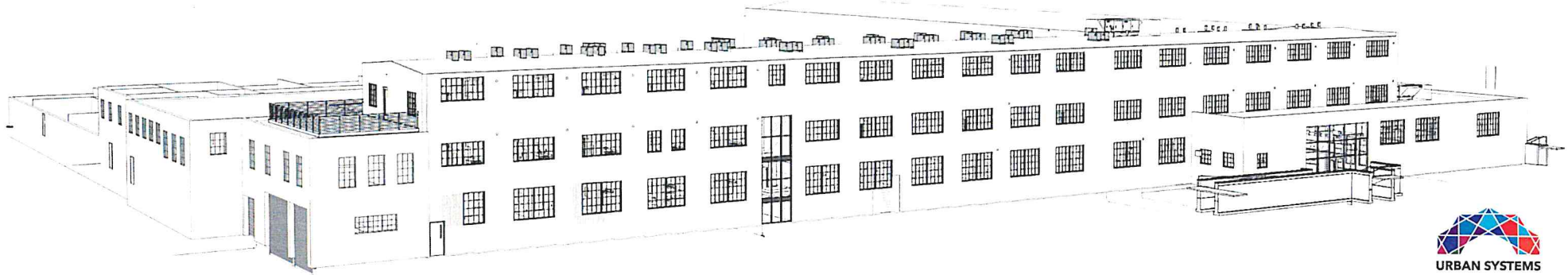
FUNK ZONE, LLC

THE WING

735 East Hazel Street

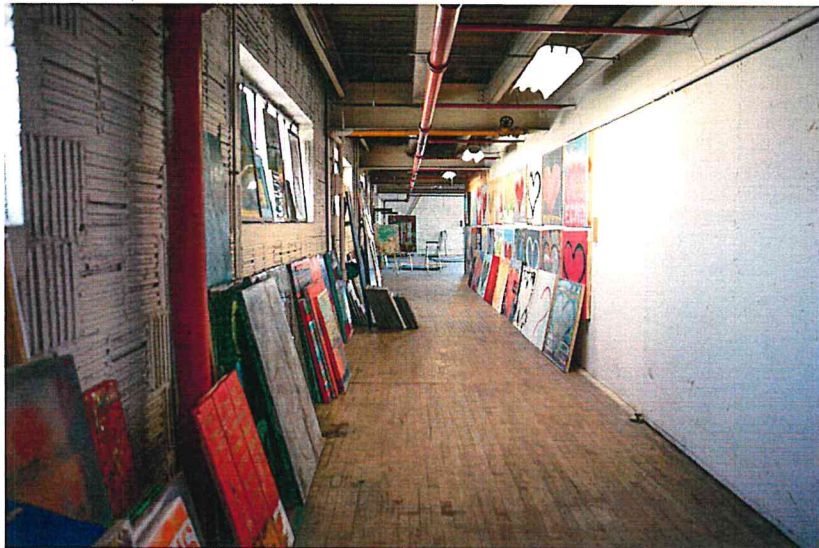
Lansing, Michigan, 48912

The Wing





Current Space





Promoting Local Art and Business



- Art
- Entrepreneurship
- Engagement
- Building on Lansing's Culture
- Creating a Message of What Defines Us as a Region

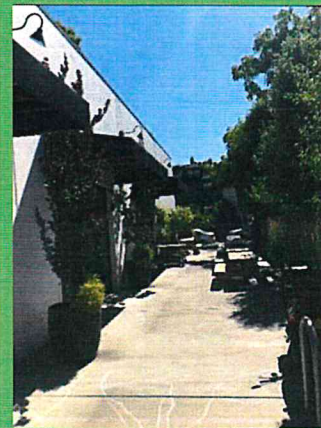
Empowering and engaging local people to build things which create a sense of place.

"Color in certain places has the great value of making the outlines and structural planes seem more energetic."

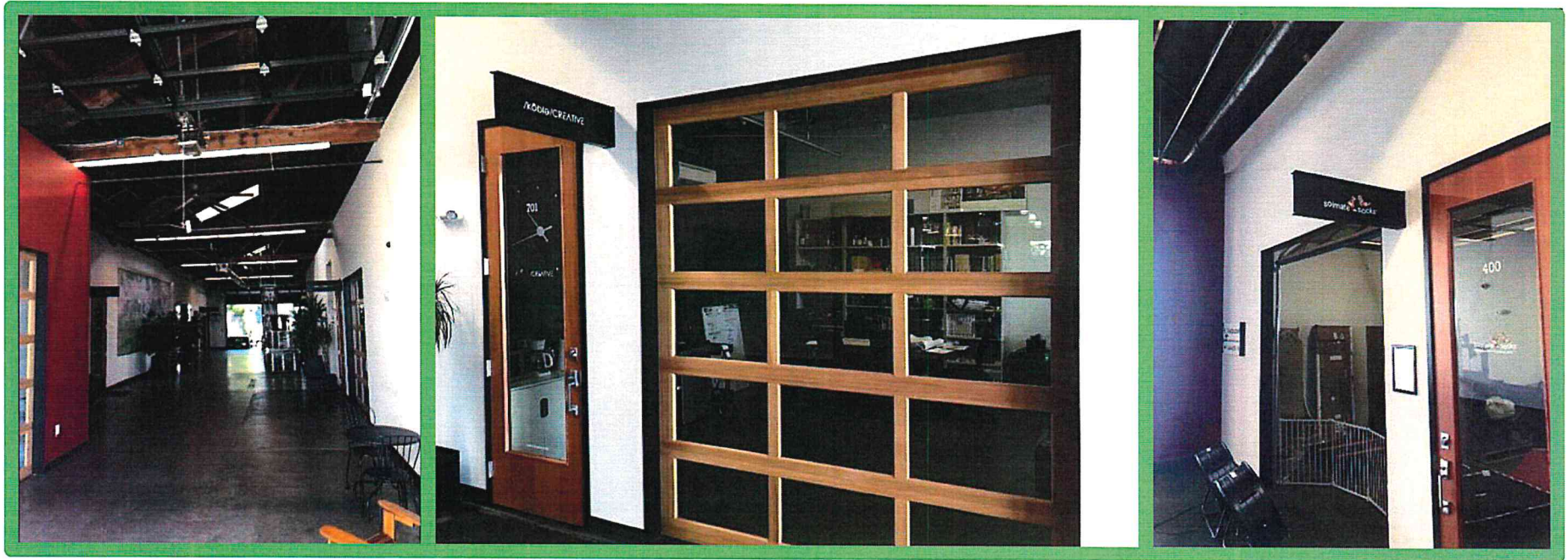
- Antonio Gaudi



Maker Space Concept



Office Concept





Residential Concept



Residential Concept



Residential Concept





“ A city is a self portrait of it's people.” – Alick McLean