

Regular Meeting Of Lansing City Council

**Tony Benavides Lansing City Council Chambers
David C. Hollister Lansing City Hall
124 W. Michigan Avenue, 10th Floor
Lansing, Michigan**



Agenda for November 29, 2021 at 7:00 PM

TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

Roll Call

1. Roll Call and Marked Agenda

Mask Requirement

Face coverings are required by all Council Members, City officials and staff, and members of the public at all City Council and committee meetings. For City of Lansing COVID-19 Information, please visit www.lansingmi.gov/coronavirus

Meditation And Pledge Of Allegiance

Approval Of Printed Council Proceedings

2. November 8, 2021

Consideration Of Late Items (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

Tabled Items

Special Ceremonies And Presentations

Comments By Council Members And City Clerk

Community Event Announcements (Time, place, purpose, or definition of event – 1 minute limit)

Speaker Registration For Public Comment On Legislative Matters

Mayor's Comments

Public Comment On Legislative Matters (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. Speakers must sign up on BLUE form.)

Council Consideration Of Legislative Matters

Reports From Council Committees

Referral Of Public Hearings

Ordinances For Passage

3. An Ordinance to Amend Part 12, Title 6, Form Based Zoning Code (PEND-2655)
4. Published summary of adopted ordinance
5. Affidavit of Publication

Consent Agenda

6. Setting a Show Cause Hearing in consideration of Orders to Make Safe or Demolish to the owners of property located at 2206 West Jolly Road (PEND-2700)
7. Grant Acceptance; Sobriety Court Grant (PEND-2680)
8. Grant Acceptance; Michigan State Housing Development Authority Annual Renewal (PEND-2687)
9. Grant Acceptance; Michigan State Housing Voucher Services Program (PEND-2688)
10. Grant Acceptance; Lansing Police Department Byrne Justice Assistance Grant (JAG) for Mikey 23 Foundation PEND-2689
11. Grant Acceptance; Human Relations and Community Services Emergency Housing Services COVID (PEND-2697)
12. Grant Acceptance; Office of Highway Safety Planning Grant (PEND-2698)
13. Grant Acceptance; Cities for Financial Empowerment Fund Small Business Boost (PEND-2699)
14. Amend City Council Meeting Recordings Policy (PEND-2683)
15. Executive Management Group Benefits Plan; change to eliminate retirement healthcare benefits (PEND-2711)
16. Claim Appeal; Claim #1869, Gerald D Phillips Revocable Trust for \$5,523.00 in Trash Violation fees at 1917 Osband Avenue. (PEND-2710)

Resolutions For Action

17. Appointment; Alane Laws-Barker as an At-Large member of the Economic Development Corporation / Tax Increment Finance Authority / Lansing Brownfield Redevelopment Authority Board of Directors for a term to expire February 28, 2027 (PEND-2705)
18. Appointment; Thomas Hoisington as an At-Large member of the Elected Officers Compensation Commission for a term to expire October 1, 2027 (PEND-2706)
19. Appointment; Steve Young as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2023 (PEND-2707)

20. Opposing the Secure MI Vote Petition and any other efforts aimed at restricting voter access and voter rights (PEND-2736)
21. Amend Council Rules 20; Manner of Ordinance Introduction; Form (PEND-2702) (per Council Rule #41, motion may not be considered for adoption until the next Council meeting)

Ordinances For Introduction And Setting Of Public Hearings

22. Readoption of the Codified Ordinances (PEND-2704)

Speaker Registration For Public Comment On City Government Related Matters

Reports Of City Officers, Boards, And Commissions; Communications And Petitions; And Other City Related Matters (Motion that all items be considered as being read in full and that the proper referrals be made by the President)

Item(s) from the City Clerk re:

23. Minutes of Boards and Commissions placed on file in the Clerk's Office

Item(s) from the Mayor re:

24. Cell Tower Land Lease Contract Renewals (PEND-2713)
25. Setting a Show Cause Hearing in consideration of Orders to Make Safe or Demolish to the owners of 4108 Deerfield (PEND-2714)
26. Grant Acceptance; Recycling Quality Improvement Grant for the Public Service Department (PEND-2724)
27. Grant Acceptance; Department of Natural Resources Community Forestry Grant for the Public Service Department (PEND-2725)
28. Amend Chapter 1218; conform to the Soil Erosion and Sedimentation Control Act Michigan Codified Law 324.9101 (PEND-2668)
29. Setting a Public Hearing in consideration of an Ordinance to amend Chapter 1218 to conform to the Soil Erosion and Sedimentation Control Act Michigan Codified Law 324.9101 (PEND-2721)
30. Amend Chapter 890, Poverty Exemption Guidelines Reform (PEND-2719)
31. Setting a Public Hearing in consideration of an Ordinance to amend Chapter 890, Poverty Exemption Guidelines Reform (PEND-2720)
32. Issuance Of Sewage Disposal System Revenue Bonds (PEND-2718)
33. Objecting to the Transfer of All Unsold Tax Reverted Properties from the Eaton County Treasurer to the City of Lansing (PEND-2722)
34. Objecting to the Transfer of All Unsold Tax Reverted Properties from the Imgham County Treasurer to the City of Lansing (PEND-2723)
35. Street Name Change; renaming Technology Boulevard to Discovery Drive and Biotechnology Drive to Health Park Drive. (PEND-2726)
36. Act-7-2021; Vacation of Schoolcraft Dr. and part of North Washington Ave. (PEND-2675)
37. Grant Acceptance; Financial Empowerment Fund (PEND-2712)

38. SLU-1-2021; Special Land Use Permit, 611 N. Butler to allow for the construction of a surface parking lot in the "R-6B" Urban Detached Residential Zoning District (PEND-2716)
39. Setting a Public Hearing in consideration of SLU-1-2021; Special Land Use Permit, 611 N. Butler to allow for the construction of a surface parking lot in the "R-6B" Urban Detached Residential Zoning District (PEND-2717)
40. State Local Government Intrastate Agreement concerning Allocation of Settlement Proceeds in the National Opioids Litigation (PEND-2727)
41. Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation (PEND-2728)
42. Obsolete Property Rehabilitation Act (OPRA) District filed by 1247 Center Street LLC for property located at 224 S. Washington Sq. (PEND-2733)
43. Setting a Public Hearing in consideration of Obsolete Property Rehabilitation Act (OPRA) District filed by 1247 Center Street LLC for property located at 224 S. Washington Sq. (PEND-2734)
44. Establishment of Red Cedar Redevelopment Project Area (PEND-2732)
45. Redevelopment Area Liquor License for Hooked Community at 3124 E Michigan Ave., Suite F (PEND-2731)
46. Redevelopment Area Liquor License for Batter Up Bistro at 621 E Michigan Ave. (PEND-2735)
47. Exemption of City Charter Provision 6-401 to extend multi-year contracts for the open positions of Police Chief and Fire Chief (PEND-2737)

Communications and Petitions

48. Notice from the Michigan Liquor Control Commission; Q5 Distillery, LLC request for transfer ownership 2021 Small Distiller License, Consumer Sampling Event License with On-Premises Tasting Room Permit, and Outdoor Service (1 Area) from American Fifth Spirits Co.; New Brandy Manufacturer License; New Mixed Spirit Drink Manufacturer License; New Sunday Sales Permit (PM) at 112 N Larch St (Rid # Rq-2111-18899)

Motion Of Excused Absence

Remarks By Council Members

Remarks By The Mayor Or Executive Assistant

Public Comment On City Government Related Matters (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on YELLOW form.)

49. Yellow Sheets

Adjournment



Chris Swope, City Clerk

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LANSING CITY COUNCIL MEETING

DATE & TIME: 11/29/21-7:00 PM

Starting Time 7:01

REGULAR MEETING: X

SPECIAL MEETING:

ATTENDANCE

COUNCIL MEMBER	PRESENT	ABSENT	ARRIVED
BETZ	☒	☐	_____
DUNBAR	☐	☒	_____
GARZA	☒	☐	_____
HUSSAIN	☒	☐	_____
JACKSON	☒	☐	_____
SPADAFORE	☒	☐	_____
SPITZLEY	☐	☒	_____
WOOD	☒	☐	_____

MEDITATION IN MEMORY OF: ^{CW} Dayle Benjamin

PLEDGE LED BY: _____

Adjournment Time _____

CHRIS SWOPE
LANSING CITY CLERK

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN

TONY BENAVIDES LANSING CITY COUNCIL CHAMBERS
LANSING CITY HALL, 10th FLOOR
124 W. MICHIGAN AVENUE



MARKED AGENDA

AGENDA FOR NOVEMBER 29, 2021 AT 7:00 PM

TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

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1. November 8, 2021 *M A H m c*

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Referral Of Public Hearings

Ordinances For Passage

- HUSSAIN** 2. An Ordinance to Amend Part 12, Title 6, Form Based Zoning Code (PEND-2655)

Consent Agenda

237
~~236~~ GARZA

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228 WOOD

4. Grant Acceptance; Sobriety Court Grant (PEND-2680)

229 WOOD

5. Grant Acceptance; Michigan State Housing Development Authority Annual Renewal (PEND-2687)

230 WOOD

6. Grant Acceptance; Michigan State Housing Voucher Services Program (PEND-2688)

231 WOOD

7. Grant Acceptance; Lansing Police Department Byrne Justice Assistance Grant (JAG) for Mikey 23 Foundation PEND-2689

232 WOOD

8. Grant Acceptance; Human Relations and Community Services Emergency Housing Services COVID (PEND-2697)

233 WOOD

9. Grant Acceptance; Office of Highway Safety Planning Grant (PEND-2698)

234 WOOD

10. Grant Acceptance; Cities for Financial Empowerment Fund Small Business Boost (PEND-2699)

235 HUSSAIN

11. Amend City Council Meeting Recordings Policy (PEND-2683)

~~236~~ HUSSAIN

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236 SPADAFORE

13. Claim Appeal; Claim #1869, Gerald D Phillips Revocable Trust for \$5,523.00 in Trash Violation fees at 1917 Osband Avenue. (PEND-2710)

Resolutions For Action

227 SC
SPITZLEY

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CITY OPERATIONS

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COMM. OF THE WHOLE

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Communications and Petitions**CITY OPERATIONS**

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Motion Of Excused Absence *MAHMC*

Remarks By Council Members

Remarks By The Mayor Or Executive Assistant

Public Comment On City Government Related Matters (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on YELLOW form.)

Adjournment

Chris Swope

7:42 pm

CHRIS SWOPE, CITY CLERK

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PASSAGE OF ORDINANCE

An Ordinance Of The City Of Lansing, Michigan, to repeal and replace the existing zoning ordinance and map, being Part 12, Title 6 of the Lansing Codified Ordinances in its entirety, except for Chapter 1300 – Marihuana Operations, with a Form Based Code and Zoning Map.

Is read a second time by its title. The Ordinance was reported from the Committee of the Whole and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
DUNBAR	☐	☐
BETZ	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WOOD	☐	☐
	☐	☐
☐ ADOPTED	☐ FAILED	



Chris Swope
Lansing City Clerk

November 23, 2021

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

Dear President and Council Members:

My office has received and placed on file this Ordinance which is on the agenda for passage on November 29, 2021:

[Draft Ordinance to Amend Part 12, Title 6 Form Based Zoning Code](#)

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

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk

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www.lansing

**CITY OF LANSING
SUMMARY OF
ADOPTED ORDINANCE # 1295**

An Ordinance of the City of Lansing, Michigan, to TO repeal and replace the existing Zoning Ordinance and Map, being Part 12, Title 6 of the Lansing Codified Ordinances in its entirety, except for Chapter 1300 – Marihuana Operations, with a Form Based Code and Zoning Map.

Effective date: December 29, 2021

Notice: The full text of this Ordinance is available for review at the City Clerk's Office, 9th Floor, City Hall, Lansing, Michigan. A copy of the full text of this Ordinance may be obtained from the City Clerk's Office, 9th Floor, City Hall, Lansing, Michigan at a fee determined by City Council.

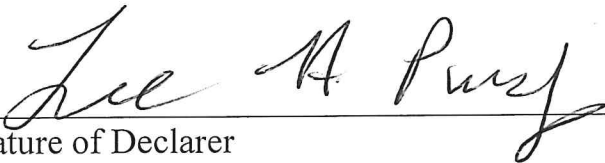
Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

CP#21-260

AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement - CP#21-260 – Adopted Ordinance #1295- Lansing City Clerk – appeared Wednesday, December 8, 2021, and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 8th day of December 2021

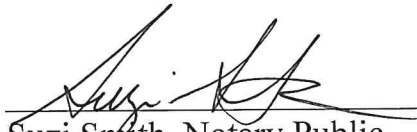


Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on December 8, 2021

By Lee Purdy



Suzi Smith, Notary Public

My commission expires February 26, 2025

Resolution #2021-237

**BY THE COMMITTEE ON PUBLIC SAFETY
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 2206 W. JOLLY RD., Parcel # 33-01-01-31-479-201, legally described as: S 162.5 FT. LOT 116 ECO FARMS, City of Lansing to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Code Compliance Officer red tagged the said structure on April 8, 2016 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on September 23, 2021, the Lansing Demolition Board held a meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Property Maintenance Code (Ord. 1460.01, et seq.), and ordered the property owner to make safe or demolish the structure by October 23, 2021; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board officer has not occurred; and

WHEREAS, the Housing Law of Michigan and the Lansing Codified Ordinances require that a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe;

NOW, THEREFORE, BE IT RESOLVED that a show cause hearing for Monday, December 13, 2021 at 7:00 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 2206 West Jolly Road, as legally described above, to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

BE IT FINALLY RESOLVED that the Lansing City Council requests that the Code Compliance Officer notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

Resolution 2021-228

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

\$34,999.62 State Grant Revenue	273.000000.547000.17217
\$19,227.00 Temporary Help	273.132201.707000.17217
\$1,470.87 Fringe Benefits-Variable	273.132201.715400.17217
\$13,628.75 Contractual Services	273.132201.743000.17217
\$63.00 Supplies	273.132201.742000.17217
\$610.00 Training	273.132201.747000.17216

To assist in the basic funding of 54A District Court's Specialty Court, for things such as temporary help, with grant resources from Michigan Drug Court Grant Program administered by the State Court Administrative Office. The grant period is October 1, 2021 through September 30, 2022.

Resolution 2021-229

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Department of Human Relations and Community Services (HRCS) was renewed as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2021-2022 Emergency Solutions Grant Notice of Funding Availability (NOFA) process; and

WHEREAS, the HRCS is planning to manage the Emergency Services Grant (ESG) and apply for any available new funding for at least the following agencies: Child and Family Charities - Gateway Division, Haven House, Advent House Ministries, Loaves and Fishes Ministries, Holy Cross Services, and the HRCS- HMIS and Grant Administration funds. This is a one-year renewal to support the existing Continuum of Care initiatives; and

WHEREAS, the HRCSD will manage the MSHDA funds for an amount at least \$548,837 total; and

WHEREAS, MSHDA is not requiring any cash and/or in-kind match for the 2021-2022 MSHDA NOFA;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant renewal as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing or designee to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

Resolution 2021-230

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Department of Human Relations and Community Services (HRCS) was renewed as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2021-2022 Emergency Housing Voucher (EHV) service funds; and

WHEREAS, the HRCS is planning to manage the Emergency Housing Voucher (EHV) service funds and apply for any available new funding for at least the following agency: Holy Cross Services, and the HRCS- HMIS and Grant Administration funds. This is a one-year program to support the existing initiative in Ingham County; and

WHEREAS, the HRCSD will manage the MSHDA funds for an amount at least \$111,000 total; and

WHEREAS, MSHDA is not requiring any cash and/or in-kind match for the 2021-2022 MSHDA NOFA;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant renewal as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing or designee to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

Resolution 2021-231

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, In August 2021, the Lansing Police Department submitted a Byrne Justice Assistance Grant application to the Michigan State Police (MSP) Grants and Community Services Division for funding to be utilized for support of the Mikey 23 Foundation; and

WHEREAS the Lansing Police Department was informed on September 27, 2021, that it has been selected to receive funding in the amount of \$39,975; and

WHEREAS local match funds are not required; and

WHEREAS the Mikey 23 Foundation will be a sub recipient of the Lansing Police Department for this Byrne Justice Assistance Grant (JAG); and

WHEREAS the mission of the Mikey 23 Foundation is to improve the lives of young people through innovative education and training in the area of skilled trades; and

WHEREAS the young people in the Mikey 23 program are provided hands-on opportunities to learn skilled trades that increase self-development and growth; and

WHEREAS the individuals in the Mikey 23 program are taught skilled trades by licensed builders, electricians, plumbers, heating, ventilation and air conditioning contractors; and

WHEREAS the Mikey 23 Foundation will be reimbursed for purchases of tools and equipment of the construction trade.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the State of Michigan Byrne JAG in the amount of \$39,975 for the program period of October 1, 2021 through September 30, 2022; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded funds.

Resolution 2021-232

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Department of Human Relations and Community Services (HRCS) was renewed as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2021-2022 Emergency Solutions Grant Notice of Funding Availability (NOFA) process; and

WHEREAS, the HRCS is planning to manage the Emergency Services Grant (ESG) COVID and apply for any available new funding for at least the following agencies: Child and Family Charities - Gateway Division, Haven House, Advent House Ministries, Holy Cross Services, and the HRCS- HMIS and Grant Administration funds. This is a special grand in response to the global pandemic

WHEREAS, the HRCSD will manage the MSHDA funds for an amount at least \$1,928,669.00 total; and

WHEREAS, MSHDA is not requiring any cash and/or in-kind match for the 2020-2022 MSHDA ESG-CV NOFA;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant renewal as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing or designee to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

Resolution 2021-233

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, In August 2021, the Lansing Police Department submitted a grant application to the Michigan Office of Highway Safety Planning for extra overtime funding to be utilized for a high visibility impaired driving and seatbelt enforcement program; and

WHEREAS, Michigan traffic crash data from 2015-2019 identified a high number of people seriously injured or killed where 1) the traffic crash was coded as alcohol-involved and/or drug-involved, or 2) the occupants were in passenger vehicles and the crash was coded as no belts or child restraint not used/used improperly and 3) the crashes included at least one driver speeding; and

WHEREAS, the grant-funded overtime must focus on traffic stops for hazardous moving violations during times and on roadways experiencing fatal and serious injury traffic crash problems; and

WHEREAS, the expectation is zero tolerance for seat belt, child restraint, DUI violations, and any other hazardous moving violations during the grant-funded high-visibility enforcement efforts; and

WHEREAS, during the span December 1, 2021 to September 5, 2022, the grant has five enforcement periods; and

WHEREAS, the Lansing Police Department was informed on October 20, 2021, that it has been selected to receive funding in the amount of \$68,487; and

WHEREAS, the funding covers roughly 700 hours and overtime and overtime related fringes; and

WHEREAS, there is no local match requirement for the grant.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant in the amount of \$68,487 for the program period (December 1, 2021 through September 5, 2022); and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded funds.

Resolution 2021-234

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing was selected on October 12, 2021 to receive a Cities for Financial Empowerment Fund (CFE Fund) grant for “Small Business Boost” for \$90,000;

WHEREAS, the City of Lansing’s Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen applied for a grant to develop a targeted Financial Empowerment Center (FEC) integration focused on integrating FEC financial counseling with local small business and entrepreneurship support systems;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on September 21, 2021, approved on October 12, 2021, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for \$90,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of \$90,000.00 for the grant period beginning at council approval for the City of Lansing.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

Resolution #2021-235

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

WHEREAS, on November 24, 2008 City Council adopted Resolution 2008-604 with respect to the retention of recorded videotapes of Council meetings; and

WHEREAS, in 2008 it was determined that recordings of Council meetings are historic in nature and all recordings of Council meetings should be stored indefinitely either on VHS videotape or DVD as originally recorded; and

WHEREAS, under the State of Michigan and the City of Lansing Records Retention and Disposal Schedule Item 302, Finished Recording Products, due to the fact recording technology changes over time, and the fact that recording media degrades over time, recordings will need to be migrated periodically to ensure that they remain accessible.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, directs City TV to maintain and store all historical and current Council meeting recordings indefinitely in an electronic format such that meeting recordings are maintained in accordance with best practices for storage of electronic materials.

Resolution #2021-###

BY THE COMMITTEE of the Whole
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

RESOLUTION TO AMEND FRINGE BENEFITS FOR THE EXECUTIVE MANAGEMENT GROUP

WHEREAS, the City of Lansing has moved to eliminate retiree healthcare and to reduce its unfunded liability for post-retirement healthcare; and

WHEREAS, in the interest of taking action to contain City retirement healthcare costs, the Mayor recommends changes to the provisions of employee retirement benefits for the Executive Management Group; and

WHEREAS, the Mayor has implanted similar changes for Mayoral Staff and Non-bargaining Group Employees;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the changes to the Executive Management Group fringe benefits plan summary as follows:

Employees hired into this group on or after July 1, 2016 are not eligible for retiree healthcare benefits, unless the employee comes within the "Exception" below.

EXCEPTION: *An employee who directly transfers into this group without any break in City service from another City union or group in which the employee had met the eligibility requirements for retiree healthcare benefits prior to the transfer, shall retain retiree healthcare benefits to which the employee was entitled to receive in the prior union or group and will not receive the health savings account benefit described below.*

HEALTHCARE SAVINGS ACCOUNT: *All employees in this group who are not included in the "Exception" will receive a defined contribution healthcare savings account (HSA) funded by the City at the rate equal to 4% of the employee's base wages per year retroactive for all full-time actual City service; provided, however, the employee shall not be entitled to receive the HAS benefit upon separation from City employment unless the employee has completed three (3) continuous years of full-time actual City service.*

OPTION: *A group "Exception" employee will have the option to voluntarily make a one-time irrevocable written election when made at least 30 days before separating from group employment to waive any and all entitlement to retirement healthcare coverage for the employee and, if applicable, any eligible spouse and/or dependents, and elect instead to receive a defined contribution healthcare savings vehicle benefit funded by the City at the rate equal to 4% of the employee's prior*

continuous base wages paid each year, retroactive for all full-time actual City service. The employee shall not be entitled to receive the benefit or any account balance upon separation from City employment under the plan unless the employee has completed three (3) continuous years of full-time actual City service.

BE IT FINALLY RESOLVED that the Council approves the changes to the Executive Management Group summary of benefits consistent with the benefits described in this resolution.

Resolution #2021-236

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Gerald D Phillips Revocable Trust sought to eliminate a special assessment of \$5,523 for trash and debris removal fees, associated penalties and interest, on the property tax bill for 1917 Osband Avenue (ID #33-01-01-28-103-011); and

WHEREAS, upon filing a claim to the Committee on City Operations, the Committee met on November 17, 2021, and denied the claim in the amount of \$5,523.

THEREFORE, BE IT RESOLVED, the City Council, hereby denies the claim in the amount of \$5,523 for trash and debris removal fees, associated penalties and interest on the property tax bill for 1917 Osband Avenue (Tax ID #33-01-01-28-103-011).

BE IT FURTHER RESOLVED, that the City Attorney shall take the appropriate steps to process this claim.

Resolution #2021-227

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

WHEREAS, the Mayor has made the appointment of Dr. Alane Laws-Barker as an At-Large member of the Economic Development Corporation / Tax Increment Finance Authority / Lansing Brownfield Redevelopment Authority Board of Directors for a term to expire February 28, 2027; and

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

WHEREAS, the Committee on Development and Planning met on November 16, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Dr. Alane Laws-Barker as an At-Large member of the Economic Development Corporation / Tax Increment Finance Authority / Lansing Brownfield Redevelopment Authority Board of Directors for a term to expire February 28, 2027.

Resolution #2021-238

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

WHEREAS, the Mayor has made the appointment of Thomas Hoisington as an At-Large member of the Election Officers Compensation Commission for a term to expire October 1, 2027; and

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

WHEREAS, the Committee of the Whole met on November 29, 2021 and took affirmative action, with an effective date of January 16, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Thomas Hoisington as an At-Large member of the Election Officers Compensation Commission for a term to expire October 1, 2027.

Resolution #2021-239

BY THE COMMITTEE of the Whole
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the appointment of Steve Young as an At-Large member of the Elected Officers Compensation Commission for a term to expire October 1, 2023; and

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

WHEREAS, the Committee of the Whole met on November 29, 2021 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Steve Young as an At-Large member of the Elected Officers Compensation Commission for a term to expire October 1, 2023.

Resolution #2021-240

BY COUNCIL MEMBER BETZ, DUNBAR, GARZA, HUSSAIN,
JACKSON, SPADAFORÉ, SPITZLEY AND WOOD
RESOLVED BY THE CITY OF LANSING CITY COUNCIL

WHEREAS, State constitutional amendments to strengthen voting rights and ballot access were submitted to, and overwhelmingly approved by, Michigan voters as Proposal 18-3 at the November 6, 2018 general election; and

WHEREAS, current state legislative efforts in Michigan put ballot access at risk for vulnerable populations and walk back many of the popular reforms that have resulted in historic turnout in Michigan elections; and

WHEREAS, the Secure MI Vote ballot initiative seeks to use a portion of the Michigan Constitution to enact proposed legislation without a vote of the electorate. Many Michigan voters may not realize the impact of signing the petition could potentially allow a small minority of voters to help the Legislature pass “veto-proof” legislation, restricting voter rights; and

WHEREAS, the Secure MI Vote initiative includes some of the most restrictive portions of a 39-bill election reform package introduced earlier this year in the Michigan Legislature, including restrictions on absentee voting, stricter ID laws and limits on volunteer support of elections; and

WHEREAS, Lansing City Council supports equitable and easier access to the ballot box through federal and state standards around early voting, absentee voting, and voter registration.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council encourages residents to decline to sign the Secure MI Vote petition, understand that a constitutional loophole in our referendum process could result in legislative enactment, rather than a ballot proposal that goes to the voters

Resolution #2021-###

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

WHEREAS, pursuant to Rule 41 of the Lansing City Council Rules, a proposed rule revision shall be placed on the Council Agenda for Council receipt and review, but “shall not be considered for adoption sooner than the next council meeting;”

THEREFORE BE IT RESOLVED, that the City Council hereby moves to amend the City Council Rule 20:

LANSING CITY COUNCIL RULES

Rule 20. Manner of Introduction; Form. In each ordinance amending an existing ordinance, changes or new matter shall be placed in capital BOLD, and matter which has been omitted shall be indicated by printing in stricken through type. ANY UNCHANGED ORDINANCE LANGUAGE SHALL BE IN REGULAR TYPE. Every ordinance shall have endorsed thereon the name of the Council member introducing it. In the drafting of proposed ordinances, the lines on each page shall be numbered consecutively. The City Clerk's office shall meet reasonable requests for copies. They shall not be printed in Official Proceedings of the City Council of the City of Lansing until they are finally enacted.

INTRODUCTION OF ORDINANCE

The Committee on Development and Planning introduced:

An Ordinance of the City of Lansing, Michigan, to re-adopting the Codified Ordinances of the City of Lansing.

The Ordinance is read a first time by its title and referred to the Committee of the Whole

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, RE-ADOPTING THE
CODIFIED ORDINANCES OF THE CITY OF LANSING.

THE CITY OF LANSING ORDAINS:

SECTION 1. THAT THE CODE OF ORDINANCES OF THE CITY OF LANSING,
MICHIGAN, AS AMENDED AND REPUBLISHED BY MUNICIPAL CODE CORPORATION
THROUGH SUPPLEMENT 54, AND ALL GENERAL AND PERMANENT LEGISLATION
OF THE CITY FROM THE DATE OF ENTRY THROUGH DECEMBER 31, 2020, EXCEPT
ANY ORDINANCE REPEALED AS PROVIDED BY LAW, AS REVISED, CODIFIED,
ARRANGED, NUMBERED, EDITED AND CONSOLIDATED INTO COMPONENT CODES,
TITLES, CHAPTERS AND SECTIONS, ARE HEREBY APPROVED AND READOPTED AS
THE CODIFIED ORDINANCES OF LANSING, MICHIGAN 2020, COMPLETE TO
DECEMBER 31, 2020.

SECTION 2. THE READOPTION OF CODIFIED ORDINANCES SHALL NOT BE
CONSTRUED TO AFFECT A RIGHT OR LIABILITY ACCRUED OR INCURRED UNDER
ANY LEGISLATIVE PROVISION PRIOR TO THE EFFECTIVE DATE OF SUCH
READOPTED, OR AN ACTION OR PROCEEDING FOR THE ENFORCEMENT OF SUCH
RIGHT OR LIABILITY. SUCH READOPTION SHALL NOT BE CONSTRUED TO RELIEVE
ANY PERSON FROM PUNISHMENT FOR AN ACT COMMITTED IN VIOLATION OF ANY
SUCH LEGISLATIVE PROVISION, NOR TO AFFECT AN INDICTMENT OR
PROSECUTION THEREFOR. FOR SUCH PURPOSES, ANY SUCH LEGISLATIVE
PROVISION SHALL CONTINUE IN FULL FORCE NOTWITHSTANDING ITS REPEAL
FOR THE PURPOSE OF REVISION AND CODIFICATION.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the
same shall not affect the validity of the ordinance as a whole, or any part other than the part so
declared to be invalid.

Section 4. All ordinance or parts of ordinances in conflict with any of the provisions of this
ordinance are hereby repealed.

Section 5. This ordinance shall take effect on the 30th day after enactment unless given
immediate effect by City Council and shall expire December 31, 2030.

Introduction of Ordinance

The Committee of the Whole introduced

An Ordinance of the City of Lansing, Michigan, re-adopting the Codified Ordinances of the City of Lansing.

The Ordinance is read a first time by its title and referred to the Committee of the Whole.

Resolution #2021-241

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, December 13, 2021, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 124 W. Michigan Avenue, Lansing Michigan, for the purpose of:

Approving or opposing the readoption of the Codified Ordinances of the City of Lansing



Chris Swope

Lansing City Clerk

November 23, 2021

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

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website:
<http://lansingmi.gov/AgendaCenter>

BOARD NAME

DATE OF MEETING

Joint Retirement System Board	October 12, 2021
Board of Ethics	October 12, 2021
Park Board Meeting	September 8, 2021
Park Board Meeting	October 13, 2021
Zoning Appeals	October 14, 2021
Avenue CIA	September 17, 2021
Police Commissioners	October 19, 2021
DLI Board Meeting	October 14, 2021
Board of Water and Light Board of Commissioners	September 28, 2021

If my staff or I can provide further assistance or information relative to the filing of these minutes, please contact us at 483-4131.

Sincerely,

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

Chris Swope, MMC/MiPMC
Lansing City Clerk

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

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

WHEREAS, of May 1999 the City of Lansing entered into a Land Lease with AAT Communications Corporation, now known as SBA Structures, LLC, for the installation of four (4) cell towers on parkland; and

WHEREAS, the current Land Lease agreements expire June 1, 2024; and

WHEREAS; the City of Lansing is desirous of renewing said Land Lease agreements set forth herein for the purpose of a wireless communication towers; and

WHEREAS, the Department of Parks and Recreation and SBA Structures, LLC have agreed to renewal contracts commencing on June 1, 2024 for the following towers:

Site No. MI21135A	223 South Clippert Street
Site No. MI20736A	1625 Sunset Avenue
Site No. MI20737A	100 Dadson Drive
Site No. MI120738A	1716 David Street

WHEREAS, the terms agreed upon are an initial term of five (5) years from June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each; and

WHEREAS, the terms agreed upon will provide an increase in revenue to the City during the term of this Land Lease; and

NOW, THEREFORE, BE IT RESOLVED, due to the duration of the Land Lease Agreements and the non-recreation use of parkland, Lansing City Council approval is required; and

BE IT FURTHER RESOLVED, that the Lansing City Council hereby accepts the SBA Structures, LLC Land Lease renewal contracts;

Prepared by: Joanne Beaulieu
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this _____ day of _____, 2021, by and between **The City of Lansing, a municipal corporation**, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912 ("Lessor") and **SBA Structures, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated _____, 2021, whereby, Lessor shall lease to Lessee the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a portion of the real property located at 223 South Clippert Street, Lansing, MI, 48912, consisting of approximately two thousand five hundred twenty (2,520) square feet as further described herein for guy anchors and also together with right of way thereof ("Leased Space") within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part

00507789 - v1 Site Name: Lansing East
Site No: MI21135-A



hereof.

2. Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, commencing on June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. Right of First Refusal/Exclusive Use/Assignment. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in Exhibit "A".

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

Print Name

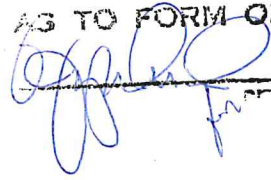
Print Name

STATE OF MICHIGAN
COUNTY OF INGHAM

LESSOR:

The City of Lansing, a municipal corporation

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED
AS TO FORM ONLY


The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

(NOTARY SEAL)

Notary Public
Print Name: _____



WITNESSES:

Denise M. Scherer

DENISE M. SCHERER

Print Name

Michelle Pamplona

Michelle Pamplona

Print Name

LESSEE:

**SBA Structures, LLC, a Delaware
limited liability company**

By: Martin Aljovin

Martin Aljovin

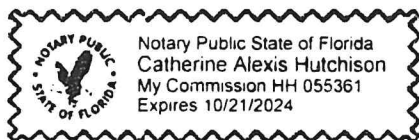
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPTEMBER, 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

(NOTARY SEAL)



Catherine Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

Beginning at the northeast corner of the southeast quarter of section fourteen (14), Town four north, range two west, running thence west sixty-two and one half (62 1/2) rods; thence south to the Red Cedar River; thence northeasterly, along said river to the east line of said section 14; thence north on said section line to beginning.

Except right of the Commonwealth Power Company to maintain poles and wire across said land, except the land heretofore deeded to the State of Michigan for widening Michigan Avenue.

The Leased Space shall consist of approximately 2,520 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE SE 1/4 OF SECTION 14, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION; THENCE N. 89° 48' 40" W., 1008.31 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 00' 00" E., 1287.50 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER LINE OF KALAMAZOO AVENUE; THENCE N. 00° 52' 39" E., 259.45 FEET; THENCE N. 38° 15' 25" E., 39.36 FEET; THENCE N. 00° 25' 32" W., 93.77 FEET; THENCE N. 17° 24' 12" W. 73.71 FEET; THENCE N 03° 56' 33" E. 41.86 FEET, TO REFERENCE POINT "A"; THENCE N. 00° 00' 00" E., 30.00 FEET, TO THE POINT OF ENDING. ALSO, BEGINNING AT REFERENCE POINT "A"; THENCE S. 90° 00' 00" W., 24.90 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF UTILITY / TELECO. EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE SE 1/4 OF SECTION 14, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION; THENCE N. 89° 48' 40" W., 1008.31 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 00' 00" E., 1287.50 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER LINE OF KALAMAZOO AVENUE; THENCE N. 00° 52' 39" E., 259.45 FEET; THENCE N. 38° 15' 25" E., 39.36 FEET; THENCE N. 00° 25' 32" W., 93.77 FEET; THENCE N. 17° 24' 12" W. 73.71 FEET; THENCE N 03° 56' 33" E. 41.86 FEET, THENCE N. 00° 00' 00" E., 30.00 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF LEASE AREA

PART OF THE SE 1/4 OF SECTION 14, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION; THENCE N. 89° 48' 40" W., 1008.31 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 00' 00" E., 1287.50 FEET, TO THE CENTER LINE OF KALAMAZOO AVENUE; THENCE N. 00° 52' 39" E., 259.45 FEET; THENCE N. 38° 15' 25" E., 39.36 FEET; THENCE N. 00° 25' 32" W., 93.77 FEET; THENCE N 17° 24' 12" W. 73.71 FEET; THENCE N 03° 56' 33" E. 41.86 FEET; THENCE N 00° 00' 00" E. 30.00 FEET, TO THE POINT OF BEGINNING; THENCE S. 90° 00' 00" W., 20.00 FEET; THENCE N. 00° 00' 00" E., 45.00 FEET; THENCE N. 90° 00' 00" E., 67.00 FEET; THENCE S. 00° 00' 00" W., 45.00 FEET; THENCE S. 90° 00' 00" W., 47.00 FEET, TO THE POINT OF BEGINNING.

LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **The City of Lansing, a municipal corporation**, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912, hereinafter referred to as "Lessor", and **SBA Structures, LLC, a Delaware limited liability company**, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. Leased Space and Premises. Lessor shall lease, and hereby leases, to Lessee approximately two thousand five hundred twenty (2,520) square feet together with right of way thereof depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 223 South Clippert Street, Lansing, MI, 48912, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease; (ii) data center facilities; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent. The rent for the Initial Term of this Lease will be Twenty Thousand and No/100 Dollars (\$20,000.00) per year (the "Rent"), paid yearly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. Beginning on June 1, 2029, and each fifth (5th) anniversary of such date thereafter, the then current annual Rent will be increased by fifteen (15%) percent. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

In addition to the Rent, Lessor shall receive an additional fifty percent (50%) revenue sharing of any rents received beginning with the second (2nd) carrier, which payment shall begin upon commencement of construction. The revenue sharing shall only be effective for broadband telephony sublessees, including but not limited to, PCS providers such as AT&T, Verizon and T-Mobile, using the Leased Space. Notwithstanding the foregoing, all revenue share 00507664 - v3

contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee who collocated on the Leased Space will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section. In no event shall any revenue share be paid if there are fewer than two (2) tenants.

Upon full execution of this Lease, Lessee shall pay to the Lessor a one-time signing bonus of Five Thousand and No/100 Dollars (\$5,000.00) ("Signing Bonus").

4. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence on the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder

Type of Lien

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have

quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an 00507664 - v3

address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance. During the Term, Lessee will comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:	The City of Lansing Attn: Site Administration 200 North Foster Street Lansing, MI 48912
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Rent Payable to: The City of Lansing
Attn: Site Administration
200 North Foster Street, 2nd Floor
Lansing, MI 48912

With a Copy to: City of Lansing City Attorney
124 W. Michigan Avenue, 5th Floor
Lansing, MI 48933

To Lessee: SBA Structures, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: MI21135-A Lansing East
Attn: Site Administration
Phone # (800) 799-4722

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

10. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition prior to the construction of the tower, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control; however, Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities. All costs to restore the Leased Space shall be the responsibility of Lessee.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

11. Insurance. Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee 00507664 - v3

shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

12. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

13. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

14. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

15. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

16. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v)

utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

17. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

18. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, 00507664 - v3

executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

19. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

20. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State of Michigan.

21. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

22. Survey and Testing. Lessee will have the right during the Term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements. If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

23. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

24. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted

hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. '9601 et seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) INTENTIONALLY DELETED

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

25. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing 00507664 - v3

or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

26. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

27. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

28. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

29. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

30. Further Assurances. During the Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

31. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

32. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business

personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

34. Right of First Refusal. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises, Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

35. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date

of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: June 1, 2024.

MASTER LEASE DATED MAY 14, 1999 and SITE LEASE DATED JUNE 4, 1999 SHALL BE TERMINATED AS OF THE COMMENCEMENT OF THIS LAND LEASE JUNE 1, 2024. AS OF SUCH DATE, THE PARTIES ARE HEREBY RELEASED FROM ALL RIGHTS AND OBLIGATIONS UNDER THE MASTER LEASE AND SITE LEASE ACCRUING AFTER THE COMMENCEMENT DATE. SUCH RELEASE IS NOT INTENDED, HOWEVER, AND DOES NOT RELEASE ANY PARTY FROM ANY CLAIMS, ACTIONS OR LIABILITIES ARISING UNDER OR OUT OF THE MASTER LEASE AND SITE LEASE BEFORE THE COMMENCEMENT DATE OF THIS REPLACEMENT LEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

By: Martin Aljovin

Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: Denise M. Scherer

Print Name: DENISE M. SCHERER

Witness: Michelle Pamplona

Print Name: Michelle Pamplona

Notary Public:

Notary Public:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

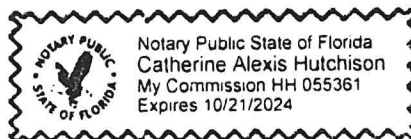
The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPT., 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

Witness my hand and seal this _____ day of _____, 2021.

Carlo

Notary Signature

Notary Signature



00507664 - v3

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Site Name: Lansing East
Site No.: MI21135-A

APPROVED
TO FORM ONLY
[Signature]
CITY ATTY.

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of two thousand five hundred twenty (2,520) square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE SE 1/4 OF SECTION 14, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION; THENCE N. 89° 48' 40" W., 1008.31 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 00' 00" E., 1287.50 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER LINE OF KALAMAZOO AVENUE; THENCE N. 00° 52' 39" E., 259.45 FEET; THENCE N. 38° 15' 25" E., 39.36 FEET; THENCE N. 00° 25' 32" W., 93.77 FEET; THENCE N. 17° 24' 12" W., 73.71 FEET; THENCE N 03° 56' 33" E. 41.86 FEET, TO REFERENCE POINT "A"; THENCE N. 00° 00' 00" E., 30.00 FEET, TO THE POINT OF ENDING. ALSO, BEGINNING AT REFERENCE POINT "A"; THENCE S. 90° 00' 00" W., 24.90 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF UTILITY / TELECO. EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE SE 1/4 OF SECTION 14, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION; THENCE N. 89° 48' 40" W., 1008.31 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 00' 00" E., 1287.50 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTER LINE OF KALAMAZOO AVENUE; THENCE N. 00° 52' 39" E., 259.45 FEET; THENCE N. 38° 15' 25" E., 39.36 FEET; THENCE N. 00° 25' 32" W., 93.77 FEET; THENCE N. 17° 24' 12" W. 73.71 FEET; THENCE N 03° 56' 33" E. 41.86 FEET, THENCE N. 00° 00' 00" E., 30.00 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF LEASE AREA

PART OF THE SE 1/4 OF SECTION 14, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION; THENCE N. 89° 48' 40" W., 1008.31 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 00' 00" E., 1287.50 FEET, TO THE CENTER LINE OF KALAMAZOO AVENUE; THENCE N. 00° 52' 39" E., 259.45 FEET; THENCE N. 38° 15' 25" E., 39.36 FEET; THENCE N. 00° 25' 32" W., 93.77 FEET; THENCE N 17° 24' 12" W, 73.71 FEET; THENCE N 03° 56' 33" E, 41.86 FEET; THENCE N 00° 00' 00" E, 30.00 FEET, TO THE POINT OF BEGINNING; THENCE S. 90° 00' 00" W., 20.00 FEET; THENCE N. 00° 00' 00" E., 45.00 FEET; THENCE N. 90° 00' 00" E., 67.00 FEET; THENCE S. 00° 00' 00" W., 45.00 FEET; THENCE S. 90° 00' 00" W., 47.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

Beginning at the northeast corner of the southeast quarter of section fourteen (14), Town four north, range two west, running thence west sixty-two and one half (62 1/2) rods; thence south to the Red Cedar River; thence northeasterly, along said river to the east line of said section 14; thence north on said section line to beginning.

Except right of the Commonwealth Power Company to maintain poles and wire across said land, except the land heretofore deeded to the State of Michigan for widening Michigan Avenue.



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Henderson Brothers Inc
920 Ft. Duquesne Blvd.
Pittsburgh, PA 15222

RECEIVED

APR 26 2021

CONTACT NAME:	
PHONE (A/C, No, Ext): (412) 261-1842	FAX (A/C, No): (412) 261-4149
E-MAIL ADDRESS: sbacerts@hb1893.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURER B: The Charter Oak Fire Ins. Co.	25615
INSURER C: Navigators Specialty Insurance	36056
INSURER D: Hartford Fire Insurance Company Payable	19682
INSURER E:	
INSURER F:	

INSURED
SBA Communications Corporation
8051 Congress Ave.
Boca Raton, FL 33487

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EXGL-474M8138	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 750,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAP-474M814A	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP-15N37405	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4L099102/UB-3L884966	3/15/2021	3/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			PH21EXR806148IC	3/15/2021	3/15/2022	Each Occ/Agg 10,000,000
D	Prof/Poll (100k SIR)			40 CPI HA6405	3/15/2021	3/15/2022	Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, certificate holder will be included as additional insured on a primary and noncontributory basis per forms CGD2460419, AT4740216, and EU00010716. If required by written contract, a waiver of subrogation will be provided for certificate holder per forms CG24040509, AT3400215, EU00010716 and WC000313(00), where applicable by law. 30 day notice of cancellation provided for certificate holder per forms ILT4050311, LT4050519, and WC9906R300 when required by written contract.
The insurance provided will not exceed the lesser of:
• The coverage and/or limits of this policy, or
• The coverage and/or limits required by said contract or agreement.

CERTIFICATE HOLDER

City of Lansing Parks and Recreation Department
200 North Foster Street, 2nd Floor
• Foster Community Center-Attn: Carol Munroe-Admin Specialist
Lansing, MI 48912

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Prepared by: Joanne Beaulieu
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this _____ day of _____, 2021, by and between **The City of Lansing, a municipal corporation**, having an address of 1716 David Street, Lansing, MI, 48906 ("Lessor") and **SBA Structures, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated _____, 2021, whereby, Lessor shall lease to Lessee the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a portion of the real property located at 1716 David Street, Lansing, MI, 48906, consisting of approximately three thousand seven hundred (3,700) square feet as further described herein for guy anchors and also together with right of way thereof ("Leased Space") within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.

00507578 - v1 Site Name: Lansing NE.
Site No: MI20738-A



2. Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, commencing on June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. Right of First Refusal/Exclusive Use/Assignment. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or

in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in Exhibit "A".

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

Print Name

Print Name

**STATE OF MICHIGAN
COUNTY OF INGHAM**

LESSOR:

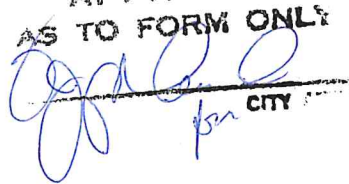
**The City of Lansing, a municipal
corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED
AS TO FORM ONLY

CITY

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, the _____ of The City of Lansing, a municipal
corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____
day of _____, 2021.

(NOTARY SEAL)

Notary Public

Print Name: _____

WITNESSES:

Denise M. Scherer

DENISE M. SCHERER

Print Name

Michelle Pamplona

Michelle Pamplona

Print Name

LESSEE:

**SBA Structures, LLC, a Delaware
limited liability company**

By: Martin Aljovin

Martin Aljovin

Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPTEMBER, 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

(NOTARY SEAL)

Catherine Alexis Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

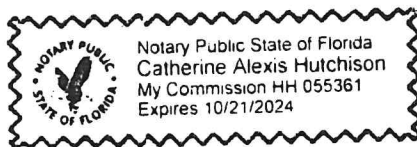


EXHIBIT "A"

Legal Description

City of Lansing

Ingham County, Michigan, described as:

Commencing 33 feet South and 818 75/100 feet Section, South 284 feet, West 41 1/2 feet, North plat of Ideal Garden Farm Subdivision Section 10, T4N R2W.

West of Northeast corner of Section, South 284 feet, East 41 1/2 feet to beginning, known as West 1/2 of Lot 29 of Proposed plat of Ideal Garden Farm Subdivision Section 10, T4N R2W.

Lot 24, Assessor's Plat No. 13, on SE 1/4 Section 8, T4N R2W, Liber 10 page 16

Plats of Ingham County Records, according to recorded plat thereof.

Lots in Assessor's Plat No. 49, of a part of NE 1/4 of NE 1/4, Section 22, T4N R2W

Liber 12 page 20, Plats of Ingham County Records, according to recorded plat thereof.

Lot 4

Lot 11

Lot 29

(over)

The Leased Space shall consist of approximately 3,700 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 4.00 FOOT WIDE EASEMENT, 2.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS A PART OF THE NE 1/4 OF SECTION 10, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SECTION; THENCE S. 90° 00' 00" W., 656.23 FEET, ALONG THE NORTH SECTION LINE; THENCE S. 00° 08' 54" E., 187.56 FEET, TO THE POINT OF BEGINNING; THENCE S. 33° 44' 51" E., 54.46 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS A PART OF THE NE 1/4 OF SECTION 10, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SECTION; THENCE S. 90° 00' 00" W., 628.53 FEET, ALONG THE NORTH SECTION LINE, TO THE POINT OF BEGINNING; THENCE S. 00° 00' 00" W., 166.36 FEET; TO REFERENCE POINT "A"; THENCE CONTINUE, S. 00° 00' 00" W. 10.00 FEET; TO THE POINT OF ENDING. ALSO BEGINNING AT REFERENCE POINT "A"; THENCE S. 90° 00' 00" W. 30.00 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF LEASE AREA

PART OF THE NE 1/4 OF SECTION 10, T4N-R2W, CITY OF LANSING,
INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING
AT THE NE CORNER OF SAID SECTION; THENCE S. 90° 00' 00" W.,
628.53 FEET, ALONG THE NORTH SECTION; THENCE S. 00° 00' 00" W.,
176.36 FEET, TO THE POINT OF BEGINNING; THENCE N. 90° 00' 00" E.,
9.02 FEET; THENCE S. 00° 10' 17" E., 100.00 FEET; THENCE S. 89° 36'
15" W., 37.93 FEET; THENCE N. 00° 00' 00" E., 100.00 FEET; THENCE N.
90° 00' 00" E., 28.61 FEET, TO THE POINT OF BEGINNING.

LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **The City of Lansing, a municipal corporation**, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912, hereinafter referred to as "Lessor", and **SBA Structures, LLC, a Delaware limited liability company**, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. Leased Space and Premises. Lessor shall lease, and hereby leases, to Lessee approximately three thousand seven hundred (3,700) square feet together with right of way thereof depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 1716 David Street, Lansing, MI, 48906, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease; (ii) data center facilities; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent. The rent for the Initial Term of this Lease will be Twenty Thousand and No/100 Dollars (\$20,000.00) per year (the "Rent"), paid yearly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. Beginning on June 1, 2029, and each fifth (5th) anniversary of such date thereafter, the then current annual Rent will be increased by fifteen (15%) percent. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

In addition to the Rent, Lessor shall receive an additional fifty percent (50%) revenue sharing of any rents received beginning with the second (2nd) carrier, which payment shall begin upon commencement of construction. The revenue sharing shall only be effective for broadband telephony sublessees, including but not limited to, PCS providers such as AT&T, Verizon and T-Mobile, using the Leased Space. Notwithstanding the foregoing, all revenue share

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Site Name: Lansing NE
Site No.: MI20738-A

contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee who collocated on the Leased Space will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section. In no event shall any revenue share be paid if there are fewer than two (2) tenants.

Upon full execution of this Lease, Lessee shall pay to the Lessor a one-time signing bonus of Five Thousand and No/100 Dollars (\$5,000.00) ("Signing Bonus").

4. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence on the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder

Type of Lien

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have

quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an 00507566 - v3

address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance. During the Term, Lessee will comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:

The City of Lansing
Attn: Site Administration
200 North Foster Street
Lansing, MI 48912

Rent Payable to: The City of Lansing
Attn: Site Administration
200 North Foster Street, 2nd Floor
Lansing, MI 48912

With a Copy to: City of Lansing City Attorney
124 W. Michigan Avenue, 5th Floor
Lansing, MI 48933

To Lessee: SBA Structures, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: MI20738-A Lansing NE
Attn: Site Administration
Phone # (800) 799-4722

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

10. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition prior to the construction of the tower, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control; however, Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities. All costs to restore the Leased Space shall be the responsibility of Lessee.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

11. Insurance.

Lessee - Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do 00507566 - v3

business in the state in which the Leased Space is located and Lessee shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

12. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

13. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

14. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

15. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

16. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the

Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

17. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

18. Binding on Successors. The covenants and conditions

contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

19. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

20. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State of Michigan.

21. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

22. Survey and Testing. Lessee will have the right during the Term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements. If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

23. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

24. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material,"

"hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. '9601 et seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) INTENTIONALLY DELETED

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

25. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing

or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

26. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

27. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

28. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

29. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

30. Further Assurances. During the Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

31. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

32. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business

the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

34. Right of First Refusal. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises, Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

35. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain

specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: June 1, 2024.

MASTER LEASE DATED MAY 14, 1999 and SITE LEASE DATED JUNE 4, 1999 SHALL BE TERMINATED AS OF THE COMMENCEMENT OF THIS LAND LEASE JUNE 1, 2024. AS OF SUCH DATE, THE PARTIES ARE HEREBY RELEASED FROM ALL RIGHTS AND OBLIGATIONS UNDER THE MASTER LEASE AND SITE LEASE ACCRUING AFTER THE COMMENCEMENT DATE. SUCH RELEASE IS NOT INTENDED, HOWEVER, AND DOES NOT RELEASE ANY PARTY FROM ANY CLAIMS, ACTIONS OR LIABILITIES ARISING UNDER OR OUT OF THE MASTER LEASE AND SITE LEASE BEFORE THE COMMENCEMENT DATE OF THIS REPLACEMENT LEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

By: [Signature]

Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: DENISE M. SCHERER

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: Michelle Pamphora

Notary Public:

Notary Public:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

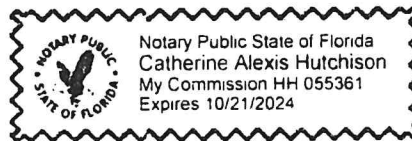
The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPT., 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

Witness my hand and seal this _____ day of _____, 2021.

[Signature]

Notary Signature

Notary Signature



00507566 - v3

APPROVED
AS TO FORM ONLY
[Signature]

7

Site Name: Lansing NE
Site No.: MI20738-A

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of three thousand seven hundred (3,700) square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 4.00 FOOT WIDE EASEMENT, 2.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS A PART OF THE NE 1/4 OF SECTION 10, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SECTION; THENCE S. 90° 00' 00" W., 656.23 FEET, ALONG THE NORTH SECTION LINE; THENCE S. 00° 08' 54" E., 187.56 FEET, TO THE POINT OF BEGINNING; THENCE S. 33° 44' 51" E., 54.46 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS A PART OF THE NE 1/4 OF SECTION 10, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SECTION; THENCE S. 90° 00' 00" W., 628.53 FEET, ALONG THE NORTH SECTION LINE, TO THE POINT OF BEGINNING; THENCE S. 00° 00' 00" W., 166.36 FEET; TO REFERENCE POINT "A"; THENCE CONTINUE, S. 00° 00' 00" W. 10.00 FEET; TO THE POINT OF ENDING, ALSO BEGINNING AT REFERENCE POINT "A"; THENCE S. 90° 00' 00" W. 30.00 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF LEASE AREA

PART OF THE NE 1/4 OF SECTION 10, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE CORNER OF SAID SECTION; THENCE S. 90° 00' 00" W., 628.53 FEET, ALONG THE NORTH SECTION; THENCE S. 00° 00' 00" W., 176.36 FEET, TO THE POINT OF BEGINNING; THENCE N. 90° 00' 00" E., 9.02 FEET; THENCE S. 00° 10' 17" E., 100.00 FEET; THENCE S. 89° 36' 15" W., 37.93 FEET; THENCE N. 00° 00' 00" E., 100.00 FEET; THENCE N. 90° 00' 00" E., 28.61 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

City of Lansing

Ingham County, Michigan, described as:

X
3-290-1218 A.P. 450
West of Northeast corner of Section, South 264 feet, East 41½ feet to beginning, known as West ½ of Lot 29 of Proposed plat of Ideal Garden Farm Subdivision Section 10, T4N. R2W.
Lot 24, Assessor's Plat No. 13, on SE¼ Section 8, T4N R2W, Liber 10 page 16
Plats of Ingham County Records, according to recorded plat thereof.
Lots in Assessor's Plat No. 49, of a part of NE¼ of NE¼, Section 22, T4NR2W
Liber 12 page 20, Plats of Ingham County Records, according to recorded
plat thereof.
Lot 4
Lot 11
Lot 29

(over)



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Henderson Brothers Inc
920 Ft. Duquesne Blvd.
Pittsburgh, PA 15222

CONTACT

NAME:

PHONE (A/C, No, Ext): (412) 261-1842

FAX (A/C, No): (412) 261-4149

E-MAIL ADDRESS: sbacerts@hb1893.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Travelers Property Casualty Company of America

25674

INSURER B: The Charter Oak Fire Ins. Co.

25615

INSURER C: Navigators Specialty Insurance

36056

INSURER D: Hartford Fire Insurance Company Payable

19682

INSURER E:

INSURER F:

INSURED

SBA Communications Corporation
8051 Congress Ave.
Boca Raton, FL 33487

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EXGL-474M8138	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 750,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP-15N37405	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4L099102/UB-3L884966	3/15/2021	3/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			PH21EXR806148IC	3/15/2021	3/15/2022	Each Occ/Agg 10,000,000
D	Prof/Poll (100k SIR)			40 CPI HA6405	3/15/2021	3/15/2022	Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, certificate holder will be included as additional insured on a primary and noncontributory basis per forms CGD2460419, CAT4740216, and EU00010716. If required by written contract, a waiver of subrogation will be provided for certificate holder per forms CG24040509, CAT3400215, EU00010716 and WC000313(00), where applicable by law. 30 day notice of cancellation provided for certificate holder per forms ILT4050311, LT4050519, and WC9906R300 when required by written contract.
The insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

CERTIFICATE HOLDER

City of Lansing Parks and Recreation Department
200 North Foster Street, 2nd Floor
Foster Community Center-Attn: Carol Munroe-Admin Specialist
Lansing, MI 48912

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Prepared by: Joanne Beaulieu
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this _____ day of _____, 2021, by and between **The City of Lansing, a municipal corporation**, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912 ("Lessor") and **SBA Structures, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated _____, 2021, whereby, Lessor shall lease to Lessee the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a portion of the real property located at 100 Dadson Drive, Lansing, MI, 48911, consisting of approximately ten thousand (10,000) square feet as further described herein for guy anchors and also together with right of way thereof ("Leased Space") within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.

00507659 - v1Site Name: **Lansing South.**
Site No: **MI20737-A**



2. Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, commencing on June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. Right of First Refusal/Exclusive Use/Assignment. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or

in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in Exhibit "A".

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

Print Name

Print Name

**STATE OF MICHIGAN
COUNTY OF INGHAM**

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, the _____ of The City of Lansing, a municipal
corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____
day of _____, 2021.

(NOTARY SEAL)

Notary Public

Print Name: _____

LESSOR:

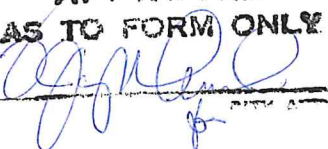
**The City of Lansing, a municipal
corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

**APPROVED
AS TO FORM ONLY**


WITNESSES:

Denise M. Scherer

DENISE M. SCHERER
Print Name

Michelle Pamplona

Michelle Pamplona
Print Name

LESSEE:

**SBA Structures, LLC, a Delaware
limited liability company**

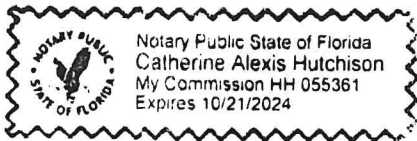
By: Martin Aljovin
Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPTEMBER, 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

(NOTARY SEAL)



Catherine A. Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

The Leased Space shall consist of approximately ten thousand (10,000) square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

The land referred to in this Commitment, situated in the City of Lansing, County of Ingham, State of Michigan, is described as follows:

All that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North 750 feet of the East 250 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all being a part of Section 9, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan; also a parcel of land in the Southwest $\frac{1}{4}$ of said Section 9 described as: Beginning at a point which is 659.5 feet West and 437 feet South of the Center $\frac{1}{4}$ corner of said Section 9; thence South 874 feet; thence West 297 feet; thence North 874 feet; thence East 297 feet to the point of beginning, which lies Southwesterly of a line 103 feet Southwesterly of (measured at right angles) and parallel to a line described as: Beginning at a point on the East line of said section 9, which is South $00^{\circ}03'22''$ East, a distance of 1210.90 feet from the East $\frac{1}{4}$ corner of said Section 9; thence South $68^{\circ}38'48''$ West, a distance of 702.37 feet; thence North $78^{\circ}38'52''$ West, a distance of 3,400 feet to a point of ending.

Reference: V/L Dadson Street, Lansing, Michigan 48911

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE S. $\frac{1}{2}$ OF SECTION 9, T3N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE S. $89^{\circ}45'20''$ E., 1724.98 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. $00^{\circ}14'40''$ W., 1154.86 FEET, TO THE POINT OF BEGINNING; THENCE N. $83^{\circ}51'16''$ E., 33.16 FEET; THENCE N. $56^{\circ}26'04''$ E., 35.74 FEET; THENCE N. $43^{\circ}02'52''$ E., 92.57 FEET; THENCE N. $79^{\circ}55'31''$ E., 22.03 FEET; THENCE N. $13^{\circ}00'15''$ E., 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A ARC DISTANCE OF 356.97 FEET, SAID CURVE HAVING A RADIUS OF 230.00 FEET, CHORD BEARING AND DISTANCE OF N. $57^{\circ}28'03''$ E., 322.21 FEET AND CENTRAL ANGLE OF $88^{\circ}55'36''$; THENCE S. $78^{\circ}04'09''$ E., 393.70 FEET; THENCE S. $00^{\circ}00'00''$ W., 34.45 FEET, TO REFERENCE POINT "A"; THENCE CONTINUE S. $00^{\circ}00'00''$ W., 10.00 FEET, TO THE POINT OF ENDING. ALSO, BEGINNING AT REFERENCE POINT "A"; THENCE N. $90^{\circ}00'00''$ E., 30.00 FEET, TO A POINT OF ENDING

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 4.00 FOOT WIDE EASEMENT, 2.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE S. $\frac{1}{2}$ OF SECTION 9, T3N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE S. $89^{\circ}45'20''$ E., 1722.33 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. $00^{\circ}14'40''$ W., 1075.10 FEET, TO THE POINT OF BEGINNING; THENCE N. $02^{\circ}16'58''$ E., 76.82 FEET, TO THE POINT OF ENDING OF THE 4.00 FOOT EASEMENT AND THE POINT OF BEGINNING OF A 20.00 FOOT EASEMENT; THENCE ALONG THE CENTER LINE OF SAID 20.00 FOOT WIDE EASEMENT, N. $83^{\circ}51'16''$ E., 33.16 FEET; THENCE N. $56^{\circ}26'04''$ E., 35.74 FEET; THENCE N. $43^{\circ}02'52''$ E., 92.57 FEET; THENCE N. $79^{\circ}55'31''$ E., 22.03 FEET; THENCE N. $13^{\circ}00'15''$ E. 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A ARC DISTANCE OF 356.97 FEET, SAID CURVE HAVING A RADIUS OF 230.00 FEET, CHORD BEARING AND DISTANCE OF N. $57^{\circ}28'03''$ E., 322.21 FEET AND CENTRAL ANGLE OF $88^{\circ}55'36''$; THENCE S. $78^{\circ}04'09''$ E., 393.70 FEET; THENCE S. $00^{\circ}00'00''$ W., 44.45 FEET, TO THE POINT OF ENDING OF SAID 20.00 FOOT WIDE UTILITY EASEMENT.

LEGAL DESCRIPTION OF LEASE AREA

AS PART OF THE S. 1/2 OF SECTION 9, T3N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE S. 89° 45' 20" E., 1724.98 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 14' 40" W., 1154.86 FEET; THENCE N. 83° 51' 16" E., 33.16 FEET; THENCE N. 56° 26' 04" E., 35.74 FEET; THENCE N. 43° 02' 52" E., 92.57 FEET; THENCE N. 79° 55' 31" E. 22.03 FEET; THENCE N. 13° 00' 15" E., 156.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A ARC DISTANCE OF 356.97 FEET, SAID CURVE HAVING A RADIUS OF 230.00 FEET, CHORD BEARING AND DISTANCE OF N. 57° 28' 03" E., 322.21 FEET AND CENTRAL ANGLE OF 88° 55' 36"; THENCE ; THENCE S. 78° 04' 09" E., 393.70 FEET; THENCE S. 00° 00' 00" W., 44.45 FEET, TO THE POINT OF BEGINNING; THENCE N. 90° 00' 00" E., 80.00 FEET; THENCE S. 00° 00' 00" W., 100.00 FEET; THENCE S. 90° 00' 00" W., 100.00 FEET; THENCE N. 00° 00' 00" E., 100.00 FEET; THENCE N. 90° 00' 00" E., 20.00 FEET, TO THE POINT OF BEGINNING.

LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **The City of Lansing**, a municipal corporation, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912, hereinafter referred to as "Lessor", and **SBA Structures, LLC**, a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. Leased Space and Premises. Lessor shall lease, and hereby leases, to Lessee approximately ten thousand (10,000) square feet together with right of way thereof depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 100 Dadson Drive, Lansing, MI, 48911, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease; (ii) data center facilities; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent. The rent for the Initial Term of this Lease will be Twenty Thousand and No/100 Dollars (\$20,000.00) per year (the "Rent"), paid yearly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. Beginning on June 1, 2029, and each fifth (5th) anniversary of such date thereafter, the then current annual Rent will be increased by fifteen (15%) percent. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

In addition to the Rent, Lessor shall receive an additional fifty percent (50%) revenue sharing of any rents received beginning with the second (2nd) carrier, which payment shall begin upon commencement of construction. The revenue sharing shall only be effective for broadband telephony sublessees, including but not limited to, PCS providers such as AT&T, Verizon and T-Mobile, using the Leased Space. Notwithstanding the foregoing, all revenue share contained herein shall be payable one month in arrears upon Lessee's

receipt of rental payment from its sublessees. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee who collocated on the Leased Space will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section. In no event shall any revenue share be paid if there are fewer than two (2) tenants.

Upon full execution of this Lease, Lessee shall pay to the Lessor a one-time signing bonus of Five Thousand and No/100 Dollars (\$5,000.00) ("Signing Bonus").

4. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence on the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder

Type of Lien

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have

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quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an

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Site No.: MI20737-A

address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance. During the Term, Lessee will comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:	The City of Lansing
	Attn: Site Administration
	200 North Foster Street
	Lansing, MI 48912

Rent Payable to: The City of Lansing
Attn: Site Administration
200 North Foster Street, 2nd Floor
Lansing, MI 48912

With a Copy to: City of Lansing City Attorney
124 W. Michigan Avenue, 5th Floor
Lansing, MI 48933

To Lessee: SBA Structures, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: MI20737-A Lansing South
Attn: Site Administration
Phone # (800) 799-4722

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

10. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition prior to the construction of the tower, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control; however, Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities. All costs to restore the Leased Space shall be the responsibility of Lessee.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

11. Insurance. Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee 00507657 - v3

shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

12. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

13. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

14. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

15. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

16. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v)

utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

17. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

18. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, 00507657 - v3

executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

19. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

20. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State of Michigan.

21. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

22. Survey and Testing. Lessee will have the right during the Term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements. If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

23. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

24. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted

hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) INTENTIONALLY DELETED

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

25. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing

or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

26. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

27. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

28. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

29. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

30. Further Assurances. During the Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

31. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

32. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business

personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

34. Right of First Refusal. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises, Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

35. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date

of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: June 1, 2024.

MASTER LEASE DATED MAY 14, 1999 and SITE LEASE DATED JUNE 4, 1999 SHALL BE TERMINATED AS OF THE COMMENCEMENT OF THIS LAND LEASE JUNE 1, 2024. AS OF SUCH DATE, THE PARTIES ARE HEREBY RELEASED FROM ALL RIGHTS AND OBLIGATIONS UNDER THE MASTER LEASE AND SITE LEASE ACCRUING AFTER THE COMMENCEMENT DATE. SUCH RELEASE IS NOT INTENDED, HOWEVER, AND DOES NOT RELEASE ANY PARTY FROM ANY CLAIMS, ACTIONS OR LIABILITIES ARISING UNDER OR OUT OF THE MASTER LEASE AND SITE LEASE BEFORE THE COMMENCEMENT DATE OF THIS REPLACEMENT LEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

By: [Signature]

Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: DENISE M. SCHERER

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: Michelle Pamplona

Notary Public:

Notary Public:

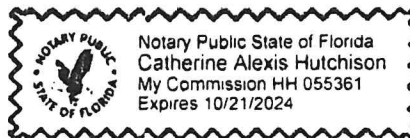
The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPT., 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

Witness my hand and seal this _____ day of _____, 2021.

[Signature]
Notary Signature

Notary Signature



00507657 - v3

APPROVED
AS TO FORM ONLY

[Signature]

Site Name: Lansing South
Site No.: MI20737-A

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of ten thousand (10,000) square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE S. 1/2 OF SECTION 9, T3N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE S. 89° 45' 20" E., 1724.98 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 14' 40" W., 1154.86 FEET, TO THE POINT OF BEGINNING; THENCE N. 83° 51' 16" E., 33.16 FEET; THENCE N. 56° 26' 04" E., 35.74 FEET; THENCE N. 43° 02' 52" E., 92.57 FEET; THENCE N. 79° 55' 31" E., 22.03 FEET; THENCE N. 13° 00' 15" E., 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A ARC DISTANCE OF 356.97 FEET, SAID CURVE HAVING A RADIUS OF 230.00 FEET, CHORD BEARING AND DISTANCE OF N. 57° 28' 03" E., 322.21 FEET AND CENTRAL ANGLE OF 88° 55' 36"; THENCE ; THENCE S. 78° 04' 09" E., 393.70 FEET; THENCE S. 00° 00' 00" W., 34.45 FEET, TO REFERENCE POINT "A"; THENCE CONTINUE S. 00° 00' 00" W., 10.00 FEET, TO THE POINT OF ENDING. ALSO, BEGINNING AT REFERENCE POINT "A"; THENCE N. 90° 00' 00" E., 30.00 FEET, TO A POINT OF ENDING

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 4.00 FOOT WIDE EASEMENT, 2.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS PART OF THE S. 1/2 OF SECTION 9, T3N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE S. 89° 45' 20" E., 1722.33 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 14' 40" W., 1075.10 FEET, TO THE POINT OF BEGINNING; THENCE N. 02° 16' 58" E., 76.82 FEET, TO THE POINT OF ENDING OF THE 4.00 FOOT EASEMENT AND THE POINT OF BEGINNING OF A 20.00 FOOT EASEMENT; THENCE ALONG THE CENTER LINE OF SAID 20.00 FOOT WIDE EASEMENT, N. 83° 51' 16" E., 33.16 FEET; THENCE N. 56° 26' 04" E., 35.74 FEET; THENCE N. 43° 02' 52" E., 92.57 FEET; THENCE N. 79° 55' 31" E., 22.03 FEET; THENCE N. 13° 00' 15" E. 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A ARC DISTANCE OF 356.97 FEET, SAID CURVE HAVING A RADIUS OF 230.00 FEET, CHORD BEARING AND DISTANCE OF N. 57° 28' 03" E., 322.21 FEET AND CENTRAL ANGLE OF 88° 55' 36"; THENCE ; THENCE S. 78° 04' 09" E., 393.70 FEET; THENCE S. 00° 00' 00" W., 44.45 FEET, TO THE POINT OF ENDING OF SAID 20.00 FOOT WIDE UTILITY EASEMENT.

LEGAL DESCRIPTION OF LEASE AREA

AS PART OF THE S. 1/2 OF SECTION 9, T3N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION; THENCE S. 89° 45' 20" E., 1724.98 FEET, ALONG THE SOUTH SECTION LINE; THENCE N. 00° 14' 40" W., 1154.86 FEET; THENCE N. 83° 51' 16" E., 33.16 FEET; THENCE N. 56° 26' 04" E., 35.74 FEET; THENCE N. 43° 02' 52" E., 92.57 FEET; THENCE N. 79° 55' 31" E. 22.03 FEET; THENCE N. 13° 00' 15" E., 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A ARC DISTANCE OF 356.97 FEET, SAID CURVE HAVING A RADIUS OF 230.00 FEET, CHORD BEARING AND DISTANCE OF N. 57° 28' 03" E., 322.21 FEET AND CENTRAL ANGLE OF 88° 55' 36"; THENCE ; THENCE S. 78° 04' 09" E., 393.70 FEET; THENCE S. 00° 00' 00" W., 44.45 FEET, TO THE POINT OF BEGINNING; THENCE N. 90° 00' 00" E., 80.00 FEET; THENCE S. 00° 00' 00" W., 100.00 FEET; THENCE S. 90° 00' 00" W., 100.00 FEET; THENCE N. 00° 00' 00" E., 100.00 FEET; THENCE N. 90° 00' 00" E., 20.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

The land referred to in this Commitment, situated in the City of Lansing, County of Ingham, State of Michigan, is described as follows:

All that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North 750 feet of the East 250 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all being a part of Section 9, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan; also a parcel of land in the Southwest $\frac{1}{4}$ of said Section 9 described as: Beginning at a point which is 659.5 feet West and 437 feet South of the Center $\frac{1}{4}$ corner of said Section 9; thence South 874 feet; thence West 297 feet; thence North 874 feet; thence East 297 feet to the point of beginning, which lies Southwesterly of a line 103 feet Southwesterly of (measured at right angles) and parallel to a line described as: Beginning at a point on the East line of said section 9, which is South $00^{\circ}03'22''$ East, a distance of 1210.90 feet from the East $\frac{1}{2}$ corner of said Section 9; thence South $68^{\circ}38'48''$ West, a distance of 702.37 feet; thence North $78^{\circ}38'52''$ West, a distance of 3,400 feet to a point of ending.

Reference: V/L Dadson Street, Lansing, Michigan 48911



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Henderson Brothers Inc
920 Ft. Duquesne Blvd.
Pittsburgh, PA 15222

RECEIVED

APR 26 2021

CONTACT NAME:
PHONE (A/C, No, Ext): (412) 261-1842 FAX (A/C, No): (412) 261-4149
E-MAIL ADDRESS: sbacerts@hb1893.com

INSURED

SBA Communications Corporation
8051 Congress Ave.
Boca Raton, FL 33487

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty Company of America	25674
INSURER B:	The Charter Oak Fire Ins. Co.	25615
INSURER C:	Navigators Specialty Insurance	36056
INSURER D:	Hartford Fire Insurance Company Payable	19682
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EXGL-474M8138	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 750,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP-15N37405	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4L099102/UB-3L884966	3/15/2021	3/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			PH21EXR806148IC	3/15/2021	3/15/2022	Each Occ/Agg 10,000,000
D	Prof/Poll (100k SIR)			40 CPI HA6405	3/15/2021	3/15/2022	Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, certificate holder will be included as additional insured on a primary and noncontributory basis per forms CGD2460419, AT4740216, and EU00010716. If required by written contract, a waiver of subrogation will be provided for certificate holder per forms CG24040509, AT3400215, EU00010716 and WC000313(00), where applicable by law. 30 day notice of cancellation provided for certificate holder per forms ILT4050311, T4050519, and WC9906R300 when required by written contract.
The insurance provided will not exceed the lesser of:
The coverage and/or limits of this policy, or
The coverage and/or limits required by said contract or agreement.

CERTIFICATE HOLDER

City of Lansing Parks and Recreation Department
200 North Foster Street, 2nd Floor
Foster Community Center-Attn: Carol Munroe-Admin Specialist
Lansing, MI 48912

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Prepared by: Joanne Beaulieu
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this _____ day of _____, 2021, by and between **The City of Lansing, a municipal corporation**, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912 ("Lessor") and **SBA Structures, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated _____, 2021, whereby, Lessor shall lease to Lessee the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a portion of the real property located at 1625 Sunset Avenue, Lansing, MI, 48917, six thousand five hundred (6,500) square feet for the tower compound together with right of way thereof ("Leased Space") within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.

2. Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, commencing on June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. Right of First Refusal/Exclusive Use/Assignment. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in Exhibit "A".

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

Print Name

Print Name

**STATE OF MICHIGAN
COUNTY OF INGHAM**

LESSOR:

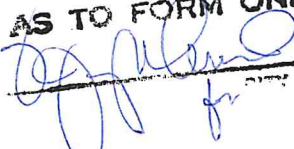
**The City of Lansing, a municipal
corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

**APPROVED
AS TO FORM ONLY**

for CITY ATTORNEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, the _____ of The City of Lansing, a municipal
corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____
day of _____, 2021.

(NOTARY SEAL)

Notary Public

Print Name: _____

WITNESSES:

Denise M. Scherer

DENISE M. SCHERER

Print Name

Michelle Ramfona

Michelle Ramfona

Print Name

LESSEE:

**SBA Structures, LLC, a Delaware
limited liability company**

By: Martin Aljovin

Martin Aljovin

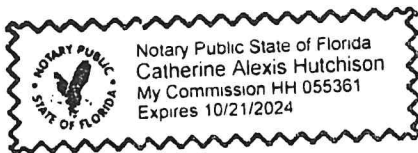
Vice President - Asset Optimization

Date: SEPT. 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPTEMBER, 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

(NOTARY SEAL)



Catherine Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

Lot fifty one (51) Assessors Plat 11, City of Lansing, Michigan, except the North one fifteenth of same (continuing approximately one acre of land), also except commencing ten (10) rods South of the North East corner of Lot 51 Assessors Plat 11, thence South five rods, Thence West sixteen (16) rods, thence North five rods, thence East sixteen (16) rods to beginning, containing one half acre.

Commencing 10 rods S, of the N.E. corner of Lot 51 of Assessors Plat No. 11, Lansing, and running thence S, 5 rods, thence E, 16 rods, thence N, 5 rods, and thence E, 15 rods beginning.

The North 57.98 feet of Lot 51 of Assessor's Plat Number 11 on the Northwest one-quarter of Section 8, T4N, R2W, City of Lansing.

The Leased Space shall consist of approximately six thousand five hundred (6,500) square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS COMMENCING AT THE NE'LY CORNER OF LOT 51, ASSESSOR'S PLAT NO. 11, PART OF THE NW 1/4 OF SECTION 8, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 64, INGHAM COUNTY RECORDS; THENCE S. 00° 38' 58" W., 76.72 FEET, ALONG THE EAST LINE OF SAID LOT, TO THE POINT OF BEGINNING; THENCE N. 89° 45' 28" W., 124.71 FEET; THENCE S. 00° 38' 51" W., 27.31 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 8.00 FOOT WIDE EASEMENT, 4.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS COMMENCING AT THE NE'LY CORNER OF LOT 51, ASSESSOR'S PLAT NO. 11, PART OF THE NW 1/4 OF SECTION 8, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 64, INGHAM COUNTY RECORDS; THENCE N. 90° 00' 00" E., 5.84 FEET; THENCE S. 00° 52' 56" W., 120.13 FEET, TO THE POINT OF BEGINNING; THENCE N. 89° 21' 09" W., 140.05 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF LEASE AREA

PART OF LOT 51, ASSESSOR'S PLAT NO. 11, PART OF THE NW 1/4 OF SECTION 8, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 64, INGHAM COUNTY RECORDS, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE'LY CORNER OF SAID LOT 51; THENCE S. 00° 38' 58" W., 76.72 FEET, ALONG THE EAST LINE OF SAID LOT; THENCE N. 89° 45' 28" W., 134.71 FEET; THENCE S. 00° 38' 51" W., 7.32 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE, S. 00° 38' 51" W., 65.00 FEET; THENCE N. 89° 20' 48" W., 100.00 FEET; THENCE N. 00° 38' 51" E., 65.00 FEET; THENCE S. 89° 20' 48" E., 100.00 FEET, TO THE POINT OF BEGINNING.

LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **The City of Lansing, a municipal corporation**, having an address of 200 North Foster Street, 2nd Floor, Lansing, Michigan 48912, hereinafter referred to as "Lessor", and **SBA Structures, LLC, a Delaware limited liability company**, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. Leased Space and Premises. Lessor shall lease, and hereby leases, to Lessee approximately six thousand five hundred (6,500) square feet for the tower compound together with right of way thereof depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 1625 Sunset Avenue, Lansing, MI, 48917, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease; (ii) data center facilities; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from June 1, 2024, and shall automatically renew for up to four (4) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent. The rent for the Initial Term of this Lease will be Twenty Thousand and No/100 Dollars (\$20,000.00) per year (the "Rent"), paid yearly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. Beginning on June 1, 2029, and each fifth (5th) anniversary of such date thereafter, the then current annual Rent will be increased by fifteen (15%) percent. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

In addition to the Rent, Lessor shall receive an additional fifty percent (50%) revenue sharing of any rents received beginning with the second (2nd) carrier, which payment shall begin upon commencement of construction. The revenue sharing shall only be effective for broadband telephony sublessees, including but not limited to, PCS providers such as AT&T, Verizon and T-Mobile, using the Leased Space. Notwithstanding the foregoing, all revenue share

contained herein shall be payable one month in arrears upon Lessee's receipt of rental payment from its sublessees. In the event the first (1st) sublessee is no longer a tenant on the Leased Space, the second (2nd) sublessee who collocated on the Leased Sapce will take the place of the first (1st) sublessee for purposes of being excluded from the revenue sharing provisions of this section. In no event shall any revenue share be paid if there are fewer than two (2) tenants.

Upon full execution of this Lease, Lessee shall pay to the Lessor a one-time signing bonus of Five Thousand and No/100 Dollars (\$5,000.00) ("Signing Bonus").

4. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence on the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder

Type of Lien

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have

quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an 00507408 - v3

address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance. During the Term, Lessee will comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:

The City of Lansing
Attn: Site Administration
200 North Foster Street
Lansing, MI 48912

Rent Payable to: The City of Lansing
Attn: Site Administration
200 North Foster Street, 2nd Floor
Lansing, MI 48912

With a Copy to: City of Lansing City Attorney
124 W. Michigan Avenue, 5th Floor
Lansing, MI 48933

To Lessee: SBA Structures, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: MI20736-A Lansing NW
Attn: Site Administration
Phone # (800) 799-4722

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

10. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition prior to construction of the tower, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control; however, Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities. All costs to restore the Leased Space shall be the responsibility of Lessee.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

11. Insurance. Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee shall provide thirty (30) days prior written notice to the Lessor of any

cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

12. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

13. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

14. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

15. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

16. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space

are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

17. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

18. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, 00507408 - v3

this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

19. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

20. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State of Michigan.

21. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

22. Survey and Testing. Lessee will have the right during the Term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements. If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

23. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

24. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii)

petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. '9601 et seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) INTENTIONALLY DELETED

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

25. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing

or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

26. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

27. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

28. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

29. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

30. Further Assurances. During the Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

31. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

32. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business

damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

34. Right of First Refusal. If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises, (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third party Offer is for any interest in the Leased Space or Premises, Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

35. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever

the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: June 1, 2024.

MASTER LEASE DATED MAY 14, 1999 and SITE LEASE DATED JUNE 4, 1999 SHALL BE TERMINATED AS OF THE COMMENCEMENT OF THIS LAND LEASE JUNE 1, 2024. AS OF SUCH DATE, THE PARTIES ARE HEREBY RELEASED FROM ALL RIGHTS AND OBLIGATIONS UNDER THE MASTER LEASE AND SITE LEASE ACCRUING AFTER THE COMMENCEMENT DATE. SUCH RELEASE IS NOT INTENDED, HOWEVER, AND DOES NOT RELEASE ANY PARTY FROM ANY CLAIMS, ACTIONS OR LIABILITIES ARISING UNDER OR OUT OF THE MASTER LEASE AND SITE LEASE BEFORE THE COMMENCEMENT DATE OF THIS REPLACEMENT LEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

By: [Signature]
Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: _____

Print Name: _____

Witness: [Signature]
Print Name: DENISE M. SCHERER

Witness: _____

Print Name: _____

Witness: [Signature]
Print Name: Michelle Pamplona

Notary Public:

Notary Public:

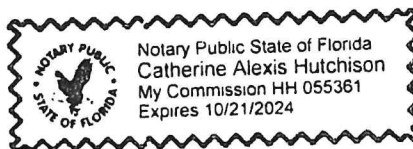
The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPT., 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take an oath.

Witness my hand and seal this _____ day of _____, 2021.

[Signature]
Notary Signature

Notary Signature



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APPROVED
AS TO FORM ONLY

7

Site Name: Lansing NW
Site No.: MI20736-A

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of six thousand five hundred (6,500) square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 20.00 FOOT WIDE EASEMENT, 10.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS COMMENCING AT THE NE'LY CORNER OF LOT 51, ASSESSOR'S PLAT NO. 11, PART OF THE NW 1/4 OF SECTION 8, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 64, INGHAM COUNTY RECORDS; THENCE S. 00° 38' 58" W., 76.72 FEET, ALONG THE EAST LINE OF SAID LOT, TO THE POINT OF BEGINNING; THENCE N. 89° 45' 28" W., 124.71 FEET; THENCE S. 00° 38' 51" W., 27.31 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 8.00 FOOT WIDE EASEMENT, 4.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS COMMENCING AT THE NE'LY CORNER OF LOT 51, ASSESSOR'S PLAT NO. 11, PART OF THE NW 1/4 OF SECTION 8, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 64, INGHAM COUNTY RECORDS; THENCE N. 90° 00' 00" E., 5.84 FEET; THENCE S. 00° 52' 56" W., 120.13 FEET, TO THE POINT OF BEGINNING; THENCE N. 89° 21' 09" W., 140.06 FEET, TO THE POINT OF ENDING.

LEGAL DESCRIPTION OF LEASE AREA

PART OF LOT 51, ASSESSOR'S PLAT NO. 11, PART OF THE NW 1/4 OF SECTION 8, T4N-R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 64, INGHAM COUNTY RECORDS, BEING FURTHER DESCRIBED AS COMMENCING AT THE NE'LY CORNER OF SAID LOT 51; THENCE S. 00° 38' 58" W., 76.72 FEET, ALONG THE EAST LINE OF SAID LOT; THENCE N. 89° 45' 28" W., 134.71 FEET; THENCE S. 00° 38' 51" W., 7.32 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE, S. 00° 38' 51" W., 65.00 FEET; THENCE N. 89° 20' 48" W., 100.00 FEET; THENCE N. 00° 38' 51" E., 65.00 FEET; THENCE S. 89° 20' 48" E., 100.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

Lot fifty one (51) Assessors Plat 11, City of Lansing, Michigan, except the North one fifteenth of same (continuing approximately one acre of land), also except commencing ten (10) rods South of the North East corner of Lot 51 Assessors Plat 11, thence South five rods, Thence West sixteen (16) rods, thence North five rods, thence East sixteen (16) rods to beginning, containing one half acre.

Commencing 10 rods S, of the N.E. corner of Lot 51 of Assessors Plat No. 11, Lansing, and running thence S, 5 rods, thence E, 16 rods, thence N, 5 rods, and thence E, 15 rods beginning.

The North 57.98 feet of Lot 51 of Assessor's Plat Number 11 on the Northwest one-quarter of Section 8, T4N, R2W, City of Lansing.



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Henderson Brothers Inc
920 Ft. Duquesne Blvd.
Pittsburgh, PA 15222

CONTACT

NAME:

PHONE (A/C, No, Ext): (412) 261-1842

FAX

(A/C, No): (412) 261-4149

E-MAIL

ADDRESS: sbacerts@hb1893.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : Travelers Property Casualty Company of America

25674

INSURER B : The Charter Oak Fire Ins. Co.

25615

INSURER C : Navigators Specialty Insurance

36056

INSURER D : Hartford Fire Insurance Company Payable

19682

INSURER E :

INSURER F :

INSURED

SBA Communications Corporation
8051 Congress Ave.
Boca Raton, FL 33487

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EXGL-474M8138	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 750,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAP-474M814A	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP-15N37405	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4L099102/UB-3L884966	3/15/2021	3/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			PH21EXR806148IC	3/15/2021	3/15/2022	Each Occ/Agg 10,000,000
D	Prof/Poll (100k SIR)			40 CPI HA6405	3/15/2021	3/15/2022	Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, certificate holder will be included as additional insured on a primary and noncontributory basis per forms CGD2460419, CAT4740216, and EU00010716. If required by written contract, a waiver of subrogation will be provided for certificate holder per forms CG24040509, CAT3400215, EU00010716 and WC000313(00), where applicable by law. 30 day notice of cancellation provided for certificate holder per forms ILT4050311, LT4050519, and WC9906R300 when required by written contract.

The insurance provided will not exceed the lesser of:

- 1. The coverage and/or limits of this policy, or
- 2. The coverage and/or limits required by said contract or agreement.

CERTIFICATE HOLDER

City of Lansing Parks and Recreation Department
200 North Foster Street, 2nd Floor
Foster Community Center-Attn: Carol Munroe-Admin Specialist
Lansing, MI 48912

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BY THE COMMITTEE ON PUBLIC SAFETY
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing Code Enforcement Division has declared the building at 4108 DEERFIELD AVE., Parcel # 33-01-01-31-251-141, legally described as: LOT 118 PLEASANT SUB NO 1, to be unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable laws of the State of Michigan and thus, ordered the building to be red tagged on April 10, 2018 as unsafe to occupy; and

WHEREAS, the Lansing Demolition Board, at its meeting held on March 25, 2021, April 22, 2021, May 27, 2021 & July 22, 2021 declared the building to be unsafe and dangerous as defined in the Lansing Housing Code (1460.09) and the applicable laws of the State of Michigan (MCLA 125.539) and ordered the property to be made safe or demolished by August 22, 2021; and

WHEREAS, the Code Enforcement Division has determined that compliance with the order of the Demolition Board has not occurred; and

WHEREAS, the Lansing Housing Code and the applicable laws of the State of Michigan require that the City hold a hearing to give the property owner an opportunity to show cause as to why the building should not be demolished or otherwise made safe;

NOW THEREFORE, BE IT RESOLVED that a show cause hearing will be held during the City Council meeting on Monday, <<FutureHearingDate>> at 7:00 p.m. in consideration of issuing an order requiring the building at 4108 Deerfield Ave. to be made safe or demolished within a specific period of time.

BE IT FINALLY RESOLVED that the Lansing City Council directs the Code Enforcement Division to notify the owner of 4108 Deerfield Ave. of the opportunity to appear and present testimony at the hearing.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in August of 2021, the City of Lansing applied for the recycling quality improvement grant to fund recycling audits and educational materials; and

WHEREAS, on October 14, 2021, the City of Lansing received notification from the Recycling Partnership (TRP) that the City has received the 2021 Quality Improvement grant; and

WHEREAS, The City of Lansing was awarded \$140,000.00 with no matching requirement; and

WHEREAS, the funded work must be completed by the end of 2022; and

WHEREAS, the funds will be used for recycling audits, bin tags and educational materials; and

WHEREAS, the Public Service Department is requesting acceptance of the Recycling Quality Improvement Grant; and

WHEREAS, the Administration and the City Council recognize the importance of reducing contamination of the recycling collected within the City of Lansing.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the _____ grant for the purposes of _____
_____;

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.



Andy Schor, Mayor

**PUBLIC SERVICE DEPARTMENT
Operations and Maintenance Division**

601 East South Street10
(517) 483-4161
FAX: (517) 483-4483
<http://publicservice.cityoflansingmi.com>



Memorandum For: City Council

From: Lori Welch, Sustainability Manager

Date: November 10, 2021

Subject: Acceptance of Recycling Quality Improvement Grant

The Public Service Department recommends the acceptance of the Recycling Quality Improvement Grant through the Recycling Partnership and the Michigan Department of Environment, Great Lakes and Energy (EGLE).

The grant was received on October 14, 2021 in the amount of \$140,000.00. There is no matching requirement.

The grant will fund recycling audits and a targeted education campaign aimed at reducing contamination.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in September of 2021, the City of Lansing applied for the Urban and Community Forestry grant to fund an urban tree canopy assessment; and

WHEREAS, on November 3, 2021, the City of Lansing received notification from the State of Michigan's Department of Natural Resources (MDNR) that the City has received the 2021 Community Forestry grant; and

WHEREAS, The City of Lansing was awarded \$15,000.00 with a match of \$19,500; and

WHEREAS, the funded work must be completed by September 1, 2022; and

WHEREAS, the funds will be used for an urban tree canopy assessment and report; and

WHEREAS, the Public Service Department is requesting acceptance of the Urban Community Forestry Grant; and

WHEREAS, the Administration and the City Council recognize the importance of acquiring data to support forestry programs within the City of Lansing.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the _____ grant for the purposes of _____
_____;

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT
Operations and Maintenance Division
601 East South Street10
(517) 483-4161
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Memorandum For: Mayor

From: Lori Welch, Sustainability Manager

Date: November 8, 2021

Subject: Acceptance of DNR Community Forestry Grant

The Public Service Department recommends the acceptance of the FY22 DNR Community Forestry grant from the State of Michigan.

The grant was received on November 3, 2021 in the amount of \$15,000.00.

The grant will fund the completion of an urban tree canopy assessment and report. The project will include an assessment of trees, other vegetation, bare soil, water and impervious surfaces throughout the City. The assessment and report will be used to estimate ecosystem benefits provided by community trees, explore trends in tree canopy across the City, and establish aggressive targets to guide community sustainability and forestry efforts.

The \$19,500 match is available in the contractual services account, #: 101783821743000, as of 11/8/21, the balance in this account is \$40,000.00.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 1218 SECTIONS 1218.01
THROUGH 1218.99 ~~REGARDING SOIL EROSION~~ **TO CONFORM TO THE**
REQUIREMENTS OF ~~mcl 324.9101, ET SEQ,~~ **THE “SOIL EROSION AND**
SEDIMENTATION CONTROL” ACT AND APPLICABLE STATE REGULATIONS.

*(describe nature of Chapter/Section being amended because it's what is used by Clerk for
publication.)*

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1218, Section .01 through .99, of the Codified Ordinances of the
City of Lansing, Michigan, be and are hereby amended to read as follows:

1218.01. - Definitions.

As used in this chapter:

Certification means a signed, written statement by the City Engineer that specific constructions,
inspections or tests required by this chapter have been performed and that such comply with the
applicable requirements of this chapter.

City Engineer means the City Engineer or his or her authorized representative.

Earth change means a human-made change in the natural cover or topography of land, including
cut and fill activities, which may result in or contribute to soil erosion or sedimentation of the
waters of the state and adjacent properties. Earth change does not include the practice of plowing
and tilling of the soil for the purpose of crop production.

1 *Designated agent* means a person who has written authorization from the land owner to sign the
2 application and secure a SESC permit in the land owner's name.

3 ~~*Land owner* means the person who owns or holds the recorded easement on the property or~~
4 ~~who is engaged in construction in a public right-of-way in accordance with Sections 13, 14, 15,~~
5 ~~and 16 of Act No.~~

6 ~~368 of the Public Acts of 1925, as amended, being §§ 247.183, 247.184, 247.185 and 247.186 of~~
7 ~~the~~
8 ~~Michigan Compiled Laws.~~

9 *LANDOWNER* MEANS A PERSON WHO FULFILLS 1 OR MORE OF THE
10 FOLLOWING REQUIREMENTS:

11 (i) THE PERSON OWNS OR HOLDS A RECORDED EASEMENT ON
12 THE PROPERTY.

13 (ii) THE PERSON IS ENGAGED IN CONSTRUCTION IN A
14 PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH SECTIONS 13,
15 14, 15, AND 16 OF 1925 PA 368, MCL 247.183, 247.184, 247.185,
16 AND 247.186.

17 (iii) THE PERSON IS ENGAGED IN A PROJECT THAT MEETS
18 ALL OF THE FOLLOWING CONDITIONS:

19 (A) THE PROJECT IS RELATED TO 1 OR MORE ROADS,
20 HIGHWAYS, SIDEWALKS, TRAILS, DRIVEWAYS, PARKING AREAS,
21 FORMS OF PUBLIC TRANSIT, FORMS OF NONMOTORIZED
22 TRANSPORTATION, OR BOATING, INCLUDING ALL STRUCTURES,

1 IMPROVEMENTS, FEATURES, AND LANDS RELATED TO THE
2 PROJECT.

3 (B) ONE OR MORE STATE AGENCY OR LOCAL UNIT OF
4 GOVERNMENT OWNS, EXERCISES JURISDICTION OVER, OR
5 HOLDS A RECORDED EASEMENT ON THE PROPERTY IN THE
6 AREA WHERE THE EARTH CHANGE WILL OCCUR.

7 (C) ALL STATE AGENCIES OR LOCAL UNITS OF GOVERNMENT
8 THAT OWN, EXERCISES JURISDICTION OVER, OR HAVE A
9 RECORDED EASEMENT ON THE PROPERTY IN THE AREA WHERE
10 THE EARTH CHANGE WILL OCCUR GRANT A PERMIT OR
11 WRITTEN AUTHORIZATION TO THE PERSON THAT SPECIFIES
12 WHERE THE EARTH CHANGE IS ALLOWED TO OCCUR.

13 (D) NO STATE AGENCY OR LOCAL UNIT OF GOVERNMENT
14 THAT OWNS, EXERCISES JURISDICTION OVER, OR HOLDS A
15 RECORDED EASEMENT IN THE AREA WHERE THE EARTH
16 CHANGE WILL OCCUR HAS CONTROL OVER THE PROJECT
17 DURING CONSTRUCTION. THE CONTROL PROHIBITED BY THIS
18 SUBPARAGRAPH INCLUDES, BUT IS NOT LIMITED TO, PAYING
19 FOR OR HAVING A FINANCIAL INTEREST IN THE PROJECT
20 DURING CONSTRUCTION OR DIRECTING CONTRACTORS AND
21 OTHER INDIVIDUALS ENGAGED IN CONSTRUCTION WORK. THE
22 CONTROL PROHIBITED BY THIS SUBPARAGRAPH DOES NOT

1 CONSIST SOLELY OF ESTABLISHING CONSTRUCTION

2 REQUIREMENTS OR CONDUCTING INSPECTIONS.

3 *Nonerosive velocity* means a speed of water movement which is not conducive to the
4 development of soil erosion.

5 *PART 91* MEANS PART 91 OF 1994 PA 451, MCL 324.9101 TO 324.9123.

6 *Permit (ALSO SESC PERMIT)* means a State prescribed permit CONTAINING
7 INFORMATION AS REQUIRED BY R 323.1707 AND issued TO THE LANDOWNER by the
8 City Engineer to authorize work to be performed under this chapter. THIS DOES NOT
9 INCLUDE BUILDING, SEWER OR RIGHT-OF-WAY PERMITS.

10 *Sediment* means solid particulate matter, including both mineral and organic matter that is in
11 suspension in water, is being transported or has been removed from its site of origin by the
12 actions of wind, water, or gravity and has been deposited elsewhere.

13 *SESC* MEANS SOIL EROSION AND SEDIMENTATION CONTROL.

14 *Soil erosion* means the wearing away of land by the action of wind, water, gravity or a
15 combination of wind, water or gravity.

16 *Waters of the State* means the Great Lakes and their connecting waters, inland lakes and streams
17 as defined in the rules promulgated by the Michigan Department of ENVIRONMENT, GREAT
18 LAKES, AND ENERGY ~~Environmental Quality~~ or its successors, and wetlands regulated under
19 MCL 324.30301, et seq.

20 1218.02. - Enforcement by Department of Public Service; adoption of rules by reference.

21 The Department of Public Service, through the office of the City Engineer, shall be the municipal
22 enforcing agency responsible for the administration and enforcement OF THIS CHAPTER AND

1 OF PART 91, SOIL EROSION AND SEDIMENTATION CONTROL, OF THE NATURAL
2 RESOURCES AND ENVIRONMENTAL PROTECTIONS ACT, 1994 PA 451, AS
3 AMENDED, AND THE RULES PROMULGATED THEREUNDER WITHIN THE CITY OF
4 LANSING. ALL RULES PROMULGATED UNDER PART 91 ARE HEREBY
5 INCORPORATED BY REFERENCE. ~~of this chapter, MCL 324.9101, et seq., and the~~
6 ~~promulgated rules and the Department of Agriculture, which are hereby adopted by reference as~~
7 ~~they are amended from time to time.~~ THE INDIVIDUALS WITH DECISION-MAKING
8 AUTHORITY WHO ARE RESPONSIBLE FOR ADMINISTERING THE SOIL EROSION
9 AND SEDIMENTATION CONTROL PROGRAM FOR THE MUNICIPALITY SHALL
10 HAVE CURRENT CERTIFICATES OF TRAINING PER MCL 924.9123.

11 1218.03. - Compliance required.

12 No site plan, development plan or plat shall be approved under this Planning and Zoning Code
13 unless such site plan, development plan, or plat includes soil erosion and sediment control
14 measures consistent with this chapter and the related regulations, standards and specifications
15 adopted by reference in this chapter.

16 ~~1218.04. - Certificates of occupancy.~~

17 ~~No certificate of occupancy for any building or structure shall be issued under the Zoning Code~~
18 ~~or the Building Code, unless the application for such certificate has complied with this chapter~~
19 ~~and related land development regulations and standards adopted pursuant hereto, and has~~
20 ~~satisfactorily completed, as evidenced by a certificate of completion issued pursuant to Section~~
21 ~~1218.22 1218.21, the soil erosion and sediment control measures approved for such applicant.~~

22 1218.05. - Building permits.

1 Upon receipt of an application for a building permit proposing earth changes, which work
2 disturbs one or more acres of land or disturbs land located within 500 feet of A LAKE OR
3 STREAM ~~the waters of the State of Michigan~~, the Building Safety Division of the Department of
4 Planning and Neighborhood Development shall immediately notify the City Engineer. The
5 Building Safety Division shall not issue a building permit to such applicant until the City
6 Engineer has issued the required SESC permit pursuant to this chapter.

7 1218.06. - Soil Erosion and Sedimentation Control.

8 Except as otherwise provided in this chapter, a land owner or designated agent, who contracts
9 for, allows or engages in any earth changes which disturbs one or more acres of land, or which is
10 within 500 feet of ~~the waters of the State of Michigan~~ A LAKE OR STREAM, shall obtain a
11 SESC ~~State prescribed~~ permit issued by the City Engineer prior to the commencement of such
12 earth changes. THE SESC PERMIT SHALL BE ISSUED TO THE LANDOWNER, AS
13 DEFINED IN THE PROMULGATED RULES.

14 1218.07. - Soil erosion and sediment control plan.

15 The land owner or designated agent shall submit with their application for a SESC ~~State~~
16 ~~prescribed~~ permit and soil erosion and sedimentation control plan. This soil erosion and sediment
17 control plan shall be reviewed and approved by an employee of the Department of Public
18 Services with THE APPROPRIATE SESC TRAINING AND CERTIFICATES PER MCL
19 924.9123. ~~the City Engineer~~. Prior to submittal to the Department of Public Services, the soil
20 erosion and sediment control plan shall be prepared or approved and signed by a qualified person
21 in the management of soil erosion and sedimentation control. Such person may be a professional
22 engineer, registered architect, landscape architect, agronomist, soil scientist, soil engineer or

other person of established experience and training. However, the City Engineer may waive the preparation or approval and signature by such qualified person when the work for which a SESC permit is sought entails little or no hazard to adjacent property or to a lake, stream, river or natural drain within 500 feet of the work site and does not include the construction of a fill upon which a structure may be erected. This plan shall identify factors that may contribute to soil erosion, sedimentation or both. The plan shall be designed in a manner to effectively reduce accelerated soil erosion and sedimentation AND SHALL MEET ALL THE REQUIREMENTS OF RULE 1703 OF THE SESC PROMULGATED RULES. The plan submitted to the City Engineer shall include, but not be limited to, all of the following:

1. A MAP OR MAPS AT A SCALE OF NOT MORE THAN 100 FEET TO THE INCH OR AS OTHERWISE APPROVED BY THE CITY ENGINEER. THE MAP SHALL INCLUDE A LEGAL DESCRIPTION AND SITE LOCATION SKETCH THAT INCLUDES THE PROXIMITY OF ANY PROPOSED EARTH CHANGE TO LAKES, STREAMS, RIVERS OR NATURAL DRAINS. THE MAP SHALL SHOW PREDOMINANT LAND FEATURES, INCLUDING ROADS, BUILDINGS, AND NATURAL FEATURES, AND SHALL INCLUDE CONTOUR INTERVALS OR SLOPE DESCRIPTION.
2. A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF THE EXPOSED LAND AREA CONTEMPLATED FOR THE EARTH CHANGE.
3. DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE FOLLOWING:

- 1 (i) THE DESCRIPTION, LOCATION, ELEVATIONS, DIMENSIONS, EXTENT
2 AND SLOPE OF ALL PROPOSED EARTH CHANGES, INCLUDING
3 BUILDING AND DRIVEWAY GRADES. THIS SHALL INCLUDE THE
4 PHYSICAL LIMITS OF THE EARTH CHANGE
- 5 (ii) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND
6 PROPOSED ON-SITE DRAINAGE AND DEWATERING FACILITIES,
7 INCLUDING THE DELINEATION OF THE DRAINAGE AREA OF THE
8 LAND TRIBUTARY TO THE SITE AND THE ESTIMATED RUNOFF OF
9 THE AREA SERVED BY ANY DRAIN. ALL DRAINAGE STRUCTURES,
10 INCLUDING CATCH BASINS, AND DRAINAGE FACILITIES WITHIN 100
11 FEET OF THE SITE SHALL BE SHOWN.
- 12 (iii) THE TIMING AND SEQUENCE OF EACH PROPOSED EARTH CHANGE,
13 INCLUDING A SCHEDULE INDICATING THE ANTICIPATED STARTING
14 AND COMPLETION DATES OF THE DEVELOPMENT SEQUENCE AND
15 THE TIME OF EXPOSURE OF EACH AREA PRIOR TO THE COMPLETION
16 OF THE SOIL EROSION AND SEDIMENT CONTROL MEASURES
17 REQUIRED BY THIS CHAPTER;
- 18 (iv) THE LOCATION AND DESCRIPTION FOR INSTALLING AND REMOVING
19 ALL PROPOSED TEMPORARY SOIL EROSION AND SEDIMENT
20 CONTROL MEASURES, INCLUDING A STATEMENT ON WHO IS
21 RESPONSIBLE FOR THEIR MAINTENANCE.

(v) A DESCRIPTION, LOCATION, AND INSTALLATION INSTRUCTIONS FOR
ALL PROPOSED PERMANENT SOIL EROSION AND SEDIMENT
CONTROL MEASURES, INCLUDING A STATEMENT ON WHO IS
RESPONSIBLE FOR THEIR MAINTENANCE.

(vi) A PROGRAM PROPOSAL FOR THE CONTINUED MAINTENANCE OF
ALL PERMANENT SOIL EROSION AND SEDIMENT CONTROL
MEASURES THAT REMAIN AFTER PROJECT COMPLETION,
INCLUDING THE DESIGNATION OF THE PERSON RESPONSIBLE FOR
THE MAINTENANCE. MAINTENANCE RESPONSIBILITIES SHALL
BECOME A PART OF ANY SALES OR EXCHANGE AGREEMENT FOR
THE LAND ON WHICH THE PERMANENT SOIL EROSION CONTROL
MEASURES ARE LOCATED.

4. THE NAME, MAILING ADDRESS, EMAIL ADDRESS AND TELEPHONE
NUMBER OF THE OWNER, DEVELOPER AND APPLICANT;

5. THE ESTIMATED TOTAL COST OF THE REQUIRED SOIL EROSION AND
SEDIMENT CONTROLS;

6. ANY OTHER INFORMATION OR DATA AS MAY BE REQUIRED BY THE CITY
ENGINEER.

(a) ~~A site location sketch, at a scale of not more than one inch equals 200 feet, showing the
proximity of any proposed earth changes to lakes or streams or both, as well as adjacent
properties within 100 feet of the site boundaries;~~

(b) ~~A boundary line survey and legal description of the site on which the work is to be performed; and~~

(c) ~~A plan of the site, at a scale of not more than one inch equals 100 feet, showing:~~

(1) ~~The name, address and telephone number of the owner, developer and applicant;~~

(2) ~~A timing schedule and sequence description of each proposed earth change, including a schedule indicating the anticipated starting and completion dates of the development sequence and the time of exposure of each area prior to the completion of the soil erosion and sediment control measures required by this chapter;~~

(3) ~~A description, and location and installation instructions for of all proposed temporary and permanent soil erosion and sediment control measures required by this chapter;~~

(4) ~~A description and location of all existing and proposed on-site drainage facilities and dewatering facilities, including delineation of the drainage area of the land tributary to the site and estimated runoff of the area served by any drain;~~

(5) ~~A statement of the quantity of excavation or fill involved;~~

(6) ~~The existing topography at a maximum of two-foot contour intervals;~~

(7) ~~The proposed topography at a maximum of two-foot contour intervals;~~

(8) ~~The location of predominant land features, including structures or natural features on the~~

~~site;~~

- 1 (9) ~~The location of any structure or natural feature on the land adjacent to the site and~~
2 ~~within one hundred feet of the site boundary line, including any catch basins~~
3 ~~tributary to the site;~~
- 4 (10) ~~The proximity of any earth change to any lake, stream, river or natural drain;~~
- 5 (11) ~~The location of any proposed additional structures or development on the site;~~
- 6 (12) ~~The description, location, elevations, dimensions, extent and slope of all proposed~~
7 ~~earth changes, including building and driveway grades. This shall include the~~
8 ~~limits of the earth change;~~
- 9 (13) ~~The estimated total cost of the required soil erosion and sediment controls;~~
- 10 (14) ~~A soil investigation report, which shall include, but not be limited to, data~~
11 ~~regarding the nature, distribution and supporting ability of existing soils and rock~~
12 ~~on the site;~~
- 13 (15) ~~A signed statement of assurance that Section 1218.17, pertaining to maintenance~~
14 ~~of the approved soil erosion and sediment control measures, both temporary and~~
15 ~~permanent, will be observed; and~~
- 16 (16) ~~Any other information or data as may be required by the City Engineer.~~

17 1218.08. - Bonds.

18 As part of the submittal for the soil erosion and sedimentation control permit, the applicant,
19 except where the applicant is a school district, community college district or other governmental
20 entity, shall post with the City Clerk either cash, a certified check, an irrevocable letter of credit
21 issued by a bank or a surety bond in an amount sufficient to ensure the installation and
22 completion of the soil erosion and sedimentation control measures specified in the approved

1 plan. The surety bond shall be open ended and shall be executed by the applicant and a United
2 States based corporate surety authorized to do business in this State as a surety. Any surety bond
3 or irrevocable letter of credit shall be in a form approved by the City Attorney, and shall be made
4 payable to the City in the amount SUFFICIENT TO ASSURE THE INSTALLATION,
5 REMOVAL, AND COMPLETION OF SUCH PROTECTIVE OR CORRECTIVE MEASURES
6 AS MAY BE REQUIRED ~~of the estimated total cost of the required soil erosion and sediment~~
7 ~~controls approved~~ by the City Engineer pursuant to this chapter. The total cost of the work shall
8 be estimated by the City Engineer. The bond shall include penalty provisions for failure to
9 complete the work on schedule as specified in the SESC permit or in the approved plan. Every
10 bond and instrument of credit shall include, and every cash deposit or certified check shall be
11 made on, the condition that the applicant shall comply with this chapter and all of the terms and
12 conditions of the SESC permit and the approved plan, and shall complete all of the work
13 contemplated under the SESC permit and approved plan within the time limit specified in the
14 SESC permit or plan or, if no time limit is specified, within 180 days after the date of the
15 issuance of the SESC permit. The bond, instrument of credit, cash deposit or certified check shall
16 be released to the applicant upon issuance of the certification of completion as per Section
17 1218.22.

18 1218.09. - Extension of time.

19 If an applicant is unable to complete the work within the specified time, he or she may, at least
20 ten days prior to the expiration of the SESC permit, present, in writing, to the City Engineer, a
21 request for an extension of time setting forth the reasons for the requested extension. If such an
22 extension is warranted, the City Engineer may grant additional time for the completion of the

work, but no such extension shall operate to release the owner or the surety on the bond or the person furnishing the instrument of credit, surety bond, cash or certified check. ADDITIONAL FEES FOR INSPECTION MAY BE REQUIRED PRIOR TO GRANTING THE EXTENSION OF TIME.

1218.10. - Notice of violation; completion of work by City.

If the City Engineer determines that soil erosion or sedimentation of adjacent properties or the waters of the State has or will reasonably occur from land in violation of MCL 324.9101, et seq., the promulgated rules adopted by the City, or in violation Chapter 1218 of the Codified Ordinances, the City Engineer may enforce a violation of this part by notifying the land owner in writing, as identified by the most current Assessor's records, either in person or by mail, with return receipt requested, of its determination.

This Notice of Violation shall include the following:

- (a) The location of the property in violation.
- (b) The owner of the property in violation.
- (c) Description of the violation.
- (d) The proposed remedy to the violation.
- (e) The time specified to remedy the violation.
- (f) If City corrects the violation, Notification of City costs if they exceed \$10,000.00.

Within five days after the Notice of Violation has been issued or the time specified in the notice of violation, the person who owns the land shall bring the soil erosion and sedimentation control into compliance, as described in the proposed remedy to the violation.

1 After at least five days after the date of the Notice of Violation, or the time specified in the
2 Notice of Violation, if it is the City Engineer's opinion that the condition of the land may result in
3 or contribute to soil erosion or sedimentation of adjacent properties or the waters of the State,
4 and if the required soil erosion and sedimentation control measures are not in place, the City
5 Engineer, or his or her designee, may enter the site and construct, implement and maintain soil
6 erosion and sedimentation control measures in order to bring the site within compliance of the
7 Notice of Violation. If the cost for bringing the site into compliance, including the work,
8 materials, labor, and administration, exceeds \$10,000.00, the City Engineer shall in the Notice of
9 Violation inform the person who owns the land that an expenditure of more than \$10,000.00 may
10 be made. If more than \$10,000.00 is to be expended, work shall not begin until at least ten days
11 after the Notice of Violation has been served.

12 All expenses incurred by the City, including administrative costs, to construct, implement and
13 maintain soil erosion and sedimentation control measures to bring the site into conformance with
14 the Notice of Violation shall be reimbursed to the City by the land owner.

15 The City shall have a lien on the land for the expenses incurred to bring the site into conformance
16 with the Notice of Violation. With respect to single-family or multi-family residential property,
17 the lien for such expenses shall have priority over all liens and encumbrances filed or recorded
18 after the date of such expenditure. With respect to all other property, the lien for such expenses
19 shall be collected and treated in the same manner as provided for property tax liens under the
20 general property tax act, MCL 211.1, et seq.

21 1218.11. - Permit applications; review.

1 The land owner or designated agent, proposing to undertake earth changes shall submit to the
2 City Engineer an ~~State-prescribed~~ application for a SESC permit. A separate application shall be
3 required for each SESC permit.

4 The City Engineer shall approve, disapprove or require modification of the application for a
5 SESC permit within 30 calendar days following receipt of the application. THE PLAN SHALL
6 BE REVIEWED BY A PERSON WITH APPROPRIATE TRAINING AND CERTIFICATES.

7 Upon a determination that a permit applicant has met all the requirements of this chapter, the
8 City Engineer shall issue a SESC permit for the proposed earth changes. The SESC permit shall
9 be posted at the work site and a copy of the approved soil erosion and sedimentation control plan
10 shall be available at the work site for inspection. Notification of approval shall be made in
11 writing, in person or by first class mail. If the application is disapproved, the City Engineer shall
12 advise the applicant in writing, in person, or by certified mail of the reasons for disapproval and
13 conditions required for approval. A SESC permit given to the applicant either in person or by
14 first class mail shall constitute approval.

15 1218.12. - Conditions for nonissuance of SESC permits.

16 A SESC permit required by this chapter shall not be issued where:

- 17 (a) The work, as proposed by the applicant, will damage any public or private property,
18 interfere with any existing drainage course in such a manner as to cause damage to any
19 adjacent property or result in the deposition of debris or sediment on any public way or
20 into any waters of the State, or create an unreasonable hazard to persons or property.

1 (b) The land area for which the project is proposed is subject to geological hazard to the
2 extent that no reasonable amount of corrective work can eliminate or sufficiently reduce
3 settlement, slope instability or any other such hazard to persons or property.

4 (c) The applicant has not met the bond, cash, certified check or instrument of credit deposit
5 requirements of Section 1218.08.

6 1218.13. - Fees.

7 At the time of filing an application for a SESC permit required by this chapter, a nonrefundable
8 filing fee, as determined by resolution of Council, shall be paid to the City Engineer. ~~An~~
9 Additional nonrefundable feeS ~~per acre of site area involved (rounded up to the nearest acre)~~, as
10 determined by resolution of Council, shall be charged for plan and site inspections, with a
11 minimum fee for such review and inspection as determined by resolution of Council.

12 1218.14. - Modification of approved plans.

13 All modifications of approved soil erosion and sedimentation control plans must be submitted to
14 and approved by the City Engineer. All necessary sustaining reports shall be submitted with any
15 proposal to modify such approved plans. No earth changes in connection with any proposed
16 modification shall be undertaken without the approval of the City Engineer. Additional fees may
17 be required, as provided in Section 1218.13.

18 1218.15. - Responsibilities of permittee.

19 During any earth change operation, the Land owner to whom a valid SESC permit has been
20 issued shall be responsible for:

21 (a) The prevention of damage to any public utilities or services within the limits of earth
22 changes and along any routes of travel by the equipment utilized in site operations;

- 1 (b) The prevention of damage to adjacent property, including not performing earth changes
2 on the site so close to the property line as to endanger any adjoining public street,
3 sidewalk, alley or public or private property without supporting and protecting such
4 property from settling, cracking or other damage which might result;
- 5 (c) The carrying out of the proposed work in accordance with the approved plan and in
6 compliance with all the requirement of the SESC permit and this chapter;
- 7 (d) The prompt removal of all soil, miscellaneous debris or other materials applied, dumped
8 or otherwise deposited on public streets, highways, sidewalks or other thoroughfares
9 during transit to and from the construction site where such spillage constitutes a public
10 nuisance or hazard;
- 11 (e) The removal of sediment insofar as possible from any runoff water before it leaves the
12 permitted site;
- 13 (f) The design and installation of permanent or temporary control measures for the
14 conveyance of water around, through or from the earth change area to limit the flow of
15 water to a nonerosive velocity;
- 16 (g) The design, construction and completion of an earth change in a manner that limits the
17 exposed area of any disturbed land for the shortest possible period of time as
18 determined by the City Engineer; and
- 19 (h) The installation of temporary soil erosion and sedimentation control measures before or
20 upon commencement of earth change activity and the maintenance of these measures on
21 a daily basis. The removal of temporary soil erosion and sediment control measures

1 after permanent soil erosion and sediment control measures have been implemented and
2 the area stabilized.

3 1218.16. - Permanent and temporary soil erosion and sediment control measures.

4 A PERSON WHO OWNS LAND ON WHICH AN EARTH CHANGE HAS BEEN MADE
5 THAT MAY RESULT IN OR CONTRIBUTE SOIL EROSION OR SEDIMENTATION OF
6 THE WATERS OF THE STATE, WHETHER OR NOT A SESC PERMIT WAS REQUIRED,
7 SHALL IMPLEMENT AND MAINTAIN SOIL EROSION AND SEDIMENTATION
8 CONTROL MEASURES THAT WILL EFFECTIVELY REDUCE SOIL EROSION OR
9 SEDIMENTATION FROM THE LAND ON WHICH THE EARTH CHANGE HAS BEEN
10 MADE.

11 Permanent soil erosion control measures required by this chapter for all slopes, channels, ditches
12 or disturbed land areas shall be completed within five calendar days after final grading or earth
13 changes has been completed. When it is not possible to permanently stabilize a disturbed area
14 after such activity has been completed, or where significant earth change activity ceases,
15 temporary soil erosion control measures required under this chapter shall be maintained until
16 permanent soil erosion control measures are in place and the area is stabilized. If significant earth
17 change activities have ceased for more than 30 days, the City Engineer may issue a notice of
18 violation, or complete the work pursuant to Section 1218.10, for the installation of permanent
19 soil erosion control.

20 1218.17. - Maintenance requirements.

21 All persons carrying out soil erosion and sediment control measures under this chapter shall have
22 a program for the continued maintenance of all soil erosion and sediment control measures that

1 remain after project completion. Any conveyance of the land on which the permanent soil
2 erosion control measures are located shall provide for maintenance responsibilities. If the
3 conveyance fails to so provide, the subsequent land owner shall be responsible for maintenance
4 responsibilities.

5 1218.18. - Plans and specifications.

6 All plans and specifications required by this chapter, including the extension of previously
7 approved plans, shall include provisions for soil erosion and sediment control in accordance with
8 the standards and specifications of all the following:

- 9 (a) The product manufacturer.
- 10 (b) The local conservation district.
- 11 (c) The Michigan Department of Environmental Quality or its successor.
- 12 (d) The Michigan Department of Transportation or its successor.
- 13 (e) The Michigan Department of Agriculture or its successor.
- 14 (f) The City.

15 If a conflict exists between the standard and specifications, the City Engineer shall determine
16 which specifications are appropriate for the project.

17 1218.19. – ~~Exceptions~~ EXEMPTIONS from getting SESC permits.

18 (a) No soil erosion sedimentation control permit shall be required for:

- 19 (1) The industry generally referred to as logging, except access roads and ancillary activities;
- 20 (2) The industry generally referred to as mining, not including the removal of clay, gravel,
21 sand, peat or topsoil. The exception from obtaining a SESC permit does not include
22 access roads and ancillary activities;

1 (3) The plowing or tilling of land for the purpose of crop production or the harvesting of
2 crops;

3 (4) Normal road and driveway maintenance, such as grading and leveling that does not
4 increase the width or length of the road or driveway and will not contribute sediment to
5 lakes or streams;

6 (5) Earth changes of a minor nature that is stabilized within 24 hours of the initial earth
7 disturbance and that will not contribute sediment to lakes or streams;

8 (6) Installation of oil, gas or mineral wells under permit from the Supervisor of Wells if the
9 owner/operator is found by the Supervisor of Wells to be in compliance with MCL
10 324.9101, et seq., as amended; or

11 (7) A project carried out by the authorized public agency designated pursuant to MCL
12 324.9101, et seq., as amended.

13 (8) Any additional exemptions listed in 9115 or 9115a of Part 91.

14 (b) The exemptions provided in this section shall not be construed as exemptions from the
15 enforcement procedures specified in MCL 324.9101, et seq., as amended, the rules
16 pertaining to soil erosion and sedimentation control pursuant to MCL 324.9104 and MCL
17 324.9114 promulgated by the Michigan Department of Environmental Quality, the
18 Michigan Department of Agriculture, or this chapter, if such exempted activities cause or
19 result in a violation of MCL 324.9101, et seq., as amended.

20 (c) A waiver to the SESC permit may be granted at the City Engineer's discretion for an earth
21 change after receiving a signed affidavit from the land owner stating that the earth change

1 will disturb less than 225 square feet and that the earth change will not contribute sediment
2 to lakes and streams.

3 (d) Notwithstanding the ~~exceptions~~ EXEMPTIONS of this section, a person who owns land on
4 which an earth change has been made that may result in or contribute soil erosion or
5 sedimentation of the waters of the State, whether or not a SESC permit was required, shall
6 implement and maintain soil erosion and sedimentation control measures that will
7 effectively reduce soil erosion or sedimentation from the land on which the earth change
8 has been made.

9 1218.20. - Inspections.

10 ~~The City Engineer shall inspect the work undertaken pursuant to this chapter and shall require~~
11 ~~adequate inspection of compaction by a soil engineer or by a soil testing agency, approved by the~~
12 ~~City Engineer, unless the City Engineer determines that such inspection requirements may be~~
13 ~~waived due to the nonhazardous nature of the work as it pertains to soil erosion and~~
14 ~~sedimentation.~~

15 THE CITY ENGINEER SHALL INSPECT THE WORK PURSUANT TO THIS CHAPTER
16 AND SHALL REQUIRE ADEQUATE INSPECTION TO ASSURE THE MINIMIZATION OF
17 SOIL EROSION AND OFF-SITE SEDIMENTATION. SESC INSPECTORS SHALL HAVE
18 THE APPROPRIATE SESC TRAINING AND CERTIFICATES PER MCL 324.9123. PER
19 MCL 324.9113, THE CITY ENGINEER MAY ENTER UPON ANY PRIVATE OR PUBLIC
20 PROPERTY FOR THE PURPOSE OF INSPECTING AND INVESTIGATING CONDITIONS
21 OR PRACTICES THAT MAY BE IN VIOLATION OF THIS PART. HOWEVER, AN

1 INVESTIGATION OR INSPECTION UNDER THIS SUBSECTION SHALL COMPLY WITH
2 THE UNITED STATES CONSTITUTION AND THE STATE CONSTITUTION OF 1963.

3 1218.21. - Certification of completion.

4 Upon STABILIZATION OF THE SITE AND THE satisfactory execution of all approved soil
5 erosion and sedimentation control plans, and upon ascertaining that the applicant has complied
6 with this chapter, MCL 324.9101, et seq., as amended, and the promulgated rules governing soil
7 erosion and sedimentation control, the City Engineer shall CLOSE THE SESC PERMIT AND
8 issue a certification of completion.

9 1218.22. - Cease and desist orders; revocation of SESC permits; legal remedies.

10 Upon making a finding that there is a violation of any of the provisions of this chapter, MCL
11 324.9101, et seq., as amended, the promulgated rules pertaining to soil erosion and sedimentation
12 control, the terms of a SESC permit issued hereunder, or the soil erosion and sedimentation
13 control plan approved herein, the City Engineer ~~shall~~ MAY issue a cease and desist order and
14 ~~shall~~ MAY revoke the SESC permit issued under this chapter. All violations of this chapter
15 ISSUED BY THE CITY ENGINEER shall be reported ~~by the City Engineer~~ to the Michigan
16 Department of Environmental Quality or its successor. Notwithstanding the existence or pursuit
17 of any other remedy, the City may maintain an action in its own name in a court of competent
18 jurisdiction for an injunction or other process against a person to restrain or prevent violations of
19 this chapter.

20 At all reasonable times, the City Engineer may enter in or upon any private or public property for
21 the purpose of inspecting and investigating conditions or practices that may be in violation of this
22 chapter.

1 However, an investigation or inspection under this chapter shall comply with the United States

2 Constitution and the State Constitution of 1963.

3 1218.23. - Land owner ~~and contractor~~ responsibility.

4 Prior to a commencing an earth change, an approved soil erosion and sedimentation control

5 permit, where required, shall be in place. The landowner shall have a copy of approved SESC

6 permit on site and available for inspection. The landowner shall implement the soil erosion and

7 sedimentation control plan in a workmanlike manner and in compliance with Chapter 1218 of the

8 Codified Ordinances.

9 If the land owner is found to be in noncompliance of Chapter 1218, the City Engineer may deny

10 to the land owner utility permits, sewer permits and other permits to use the public right-of-way.

11 The City Engineer may also request from the Building Safety Division of the Department of

12 Planning and Neighborhood Development the withholding of building, foundation, electrical,

13 plumbing and mechanical permit inspections until such time that the land owner ~~or contractor~~

14 returns to compliance.

15 1218.24. - ENFORCEMENT.

16 THE CITY ENGINEER SHALL EMPLOY A TIERED APPROACH TO SESC

17 ENFORCEMENT. ENFORCEMENT SHALL BE AS FOLLOWS:

18 1. SESC INSPECTION/CORRECTION NOTICE.

19 2. NOTICE OF CORRECTION BY LETTER OR EMAIL.

20 3. NOTICE OF VIOLATION PER SECTION 1218.10

21 4. CEASE AND DESIST ORDER/REVOCATION OF SESC PERMIT PER SECTION

22 1218.22.

1 5. LEGAL ACTION PER SECTION 1218.22.

2 THE CITY ENGINEER MAY FOREGO ANY OF THE STEPS IF IT IS DETERMINED THAT
3 THERE IS AN IMMEDIATE THREAT TO HEALTH, SAFETY OR PROPERTY.

4 1218.99. - Penalty.

5 (a) *Municipal civil infraction; fine.* Person who violates any of the provisions in this chapter is
6 responsible for a Municipal civil infraction and may be ordered to pay a civil fine pursuant
7 to MCL 324.9121, as provided in Section 203.03.

8 (b) *Knowing violation; false statement; fine.* In addition, a person who knowingly violates this
9 chapter or knowingly makes a false statement in an application for a SESC permit or in a
10 soil erosion and sedimentation control plan is responsible for the payment of a civil fine of
11 not more than \$10,000.00 for each day of violation, pursuant to MCL 324.9121.

12 (c) *Notice of violation; fine.* In addition, a person who knowingly violates this chapter after
13 receiving a Notice of Violation is responsible for the payment of a civil fine of not less than
14 \$2,500.00 or more than \$25,000.00 for each day of violation, pursuant to MCL 324.9121.

15
16 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
17 inconsistent with the provisions are repealed.

18 Section 3. Should any section, clause or phrase of this ordinance be declared to be
19 invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof
20 other than the part so declared to be invalid.

21 Section 4. This ordinance shall take effect on the 30th day after enactment, unless given
22 immediate effect by City Council.

1

2

Introduction of Ordinance

The Committee of the Whole introduced

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 1218 Sections 1218.01 through 1218.99 to conform to the requirements of MCL 324.9101, et seq, the "Soil Erosion and Sedimentation Control" Act, and applicable state regulations.

The Ordinance is read a first time by its title and referred to the Committee of the Whole.

RESOLUTION #2021-

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2021, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 124 W. Michigan Avenue, Lansing Michigan, for the purpose of:

Approving or opposing the Ordinance to amend the Lansing Codified Ordinances by amending Chapter 1218 Sections 1218.01 through 1218.99 to conform to the requirements of MCL 324.9101, et seq, the "Soil Erosion and Sedimentation Control" Act, and applicable state regulations

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on Monday, _____, 2021, at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider an Ordinance to amend the Lansing Codified Ordinances by amending Chapter 1218 Sections 1218.01 through 1218.99 to conform to the requirements of MCL 324.9101, et seq, the “Soil Erosion and Sedimentation Control” Act, and applicable state regulations.

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

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 890 OF THE LANSING CODIFIED ORDINANCES BY AMENDING SECTION 890.01, TO REFORM GUIDELINES FOR POVERTY EXEMPTIONS FOR REAL PROPERTY AND TO INCLUDE INCOME AND ASSETS OF ALL OWNERS AS CRITERIA FOR ELIGIBILITY AND MODIFY THE PERCENTAGE OF RELIEF GRANTED DURING EACH YEAR OF EXEMPTION, CONSISTENT WITH STATE LAW.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 890, Section 890.01 of the Lansing Code of Ordinances of the City of Lansing is hereby amended as follows:

890.01. - Adoption.

Pursuant to MCL 211.7u, as amended, the City hereby adopts the following guidelines for the City Assessor and Board of Review to implement poverty exemptions for property that qualifies under MCL 211.7dd as a principal residence from taxation. The guidelines shall include, but not be limited to, the specific income and asset levels of the claimant and all persons residing in the household of the claimant including the contributions of other parties to support the claimant. THE INCOME AND ASSET LEVELS OF ALL OWNERS OF THE PROPERTY SHALL ALSO BE CONSIDERED.

To be eligible for a poverty exemption from such taxation, a person shall meet all of the following on an annual basis:

- (a) Be an owner of and occupy as a principal residence the property for which an exemption is requested;
- (b) File a claim with the City Assessor or Board of Review on a form provided by the City Assessor, accompanied by Federal and State income tax returns for all persons residing in the principal residence including the contributions of other parties to support the claimant AS WELL AS ANY OTHER OWNERS OF THE PROPERTY;
- (c) Produce a valid driver's license or other form of identification if requested;
- (d) Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested, if such proof of ownership is requested by the Assessor or Board of Review;

(e) Meet the Federal poverty guidelines as updated annually in the Federal Register by the United States Department of Health and Human Services under authority of Section 673 of Subtitle B of Title VI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, 42 U.S.C. 9902;

(f) File a claim for exemption after January 1, but before the day prior to the last day of the DECEMBER Board of Review meeting; and

(g) Have assets, not including ~~homestead~~ THE PRINCIPAL RESIDENCE, less than five times annual household income.

(h) ~~Any relief granted is a reduction over and above the maximum homestead property tax credit granted, or which would have been granted had the claimant applied, by the State of Michigan~~ RELIEF GRANTED THE FIRST YEAR OF EXEMPTION APPROVAL IS 100%. UNLESS THE APPLICANT HAS A FIXED INCOME AND IS OVER THE AGE OF 65 OR PERMANENTLY DISABLED; THE TAXABLE VALUE REDUCTION WILL BE 50% IN SUBSEQUENT YEARS 2 THROUGH 4; THE TAXABLE VALUE REDUCTION WILL BE 25% IN YEAR 5 AND THEREAFTER.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed in their entirety and shall be null and void and of no effect.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire on December 31, 2029.

Introduction of Ordinance

The Committee of the Whole introduced an Ordinance of the City of Lansing, Michigan, to amend Chapter 890 of the Lansing Codified Ordinances by amending section 890.01, to reform guidelines for poverty exemptions for real property and to include income and assets of all owners as criteria for eligibility and modify the percentage of relief granted during each year of exemption, consistent with state law.

The Ordinance is read a first time by its title and referred to the Committee of the Whole.

RESOLUTION #2021-

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2021, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 124 W. Michigan Avenue, Lansing Michigan, for the purpose of:

Approving or opposing the amendment to Chapter 890 of the Lansing Codified Ordinances by amending section 890.01, to reform guidelines for poverty exemptions for real property and to include income and assets of all owners as criteria for eligibility and modify the percentage of relief granted during each year of exemption, consistent with state law.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on Monday, _____, 2021, at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider an Ordinance of the City of Lansing, Michigan, to Amend Chapter 890 of the Lansing Codified Ordinances by amending Section 890.01, to reform guidelines for poverty exemptions for real property and to include income and assets of all owners as criteria for eligibility and modify the percentage of relief granted during each year of exemption, consistent with state law.

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

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

Ordinance #2021-###

City of Lansing
Counties of Ingham and Eaton, State of Michigan

AN ORDINANCE ENACTED UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SEWAGE DISPOSAL SYSTEM REVENUE BONDS FOR THE PURPOSES OF PAYING FOR IMPROVEMENTS TO THE SYSTEM, AND PAYING COSTS RELATING THERETO; AUTHORIZING DETERMINATION STANDING AND PRIORITY OF LIEN WITH RESPECT TO OUTSTANDING SEWAGE DISPOSAL SYSTEM REVENUE BONDS OF THE CITY ISSUED UNDER CITY ORDINANCE NO. 29-A, AS AMENDED AND SUPPLEMENTED; PROVIDING FOR RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED AND PROVIDING FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, the City of Lansing, Counties of Ingham and Eaton, State of Michigan (the “**City**”) by Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 31-A, 32-A, 33-A, 35-A, 838, 873, 993, 0544, 2010-423 and 2012-269 (collectively, the “**Outstanding Bond Ordinances**”) has provided for the issuance by the City of Sewage Disposal System Revenue Bonds; and

WHEREAS, the State of Michigan Department of Environment, Great Lakes, and Energy (“**EGLE**”), through its Administrative Consent Order #ACO-05153 (the “**Consent Order**”) dated December 12, 2019, ordered the City to abate raw sewage overflows from its sewerage collection system; and

WHEREAS, EGLE and the City have agreed to implement the Wet Weather Control Program State Revolving Fund Project Plan, as amended (the “**Wet Weather Control Program Project Plan**”), in compliance with the Consent Order;

WHEREAS, it is now deemed necessary by the City Council of the City (the “**Council**”) to equip, improve, rehabilitate, acquire, construct and install certain improvements to the City’s Sewage Disposal System (the “**System**”), including but not limited to sanitary sewer overflow remediation, together with any appurtenances and attachments thereto and any related site acquisitions or improvements (the “**2022 SRF Improvements**”) in compliance with the plans approved under the Consent Order and according to the Wet Weather Control Program Project Plan; and

WHEREAS, Act 94, Public Acts of Michigan, 1933, as amended (“**Act 94**”), authorizes the Council to issue bonds under Act 94 without submitting the proposition to the voters of the City for approval and without publishing a notice of intent when the bonds are issued to comply with an order or permit requirement of a state or federal agency of competent jurisdiction to prevent or limit pollution of the environment; and

WHEREAS, the City intends to finance construction and acquisition of the 2022 SRF Improvements through issuance of sewage disposal system revenue bonds (the “**2022 SRF**”

Bonds”), and to sell the 2022 SRF Bonds to the Michigan Finance Authority (the “**Authority**”); and

WHEREAS, Section 19 of Ordinance No. 29-A authorizes the issuance of revenue bonds of equal standing and priority of lien with the Outstanding Bonds authorized by the Outstanding Bond Ordinances as follows:

(a) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part of any Bonds then outstanding and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. Bonds for such purposes shall not be issued pursuant to this subparagraph (a) unless the average actual or augmented Net Revenues of the System for the then last two (2) preceding twelve month operating years or the actual or augmented Net Revenues for the last preceding twelve month operating year, if the same shall be lower than the average, shall be equal to at least one hundred thirty (130%) percent of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds and on the Additional Bonds then being issued. If the Additional Bonds are to be issued in whole or in part for refunding outstanding Bonds the maximum annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional Bonds. For purposes of this subparagraph (a) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months from the date of delivery of the Additional Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months from the date of delivery of the Additional Bonds. If the System rates, fees or charges shall be increased at or prior to the time of authorizing the Additional Bonds, the Net Revenues for each of the two preceding operating years shall be augmented by an amount reflecting the effect of the increase had the System’s billings during such operating years been at the increased rates. In addition, the actual Net Revenues for each of the two preceding operating years may be augmented by the estimated increase in Net Revenues to accrue as a result of the acquisition of the repairs, extensions, enlargements and improvements to said System to be paid for in whole or in part from the proceeds of the Additional Bonds to be issued. In addition, the actual Net Revenues may be augmented by an amount equal to the investment income representing interest on investments estimated to be received each operating year from the addition to the Bond Reserve Account to be funded from the

proceeds of the Additional Bonds being issued. Determination by the Council as to existence of conditions permitting the issuance of Additional Bonds shall be conclusive. No Additional Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund;

WHEREAS, the City has met or will meet all the conditions and requirements of Section 19 of Ordinance No. 29-A for the issuance of the proposed 2022 SRF Bonds as bonds of equal standing and priority of lien with the Outstanding Bonds issued pursuant to the Outstanding Bond Ordinances, or such 2022 SRF Bonds will be issued on a subordinate, junior lien basis to the Outstanding Bonds; and

WHEREAS, all things necessary to the authorization and issuance of the 2022 SRF Bonds under the Constitution and laws of the State of Michigan, particularly Act 94, the Charter and ordinances of the City, and the Outstanding Bond Ordinances, have been done or will be done, and the Council is now empowered and desires to authorize the issuance and sale of the 2022 SRF Bonds; and

WHEREAS, the Council wishes to authorize the Authorized Officers (as defined herein) to finalize the terms of the issuance and sale of the 2022 SRF Bonds without further resolution of the Council.

NOW, THEREFORE, THE CITY OF LANSING ORDAINS:

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in the Outstanding Bond Ordinances and whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) “2022 SRF Construction Fund” means the 2022 SRF Construction Fund established pursuant to Section 10 of this Ordinance for the deposit of the proceeds of the 2022 SRF Bonds for the purpose of constructing and acquiring the 2022 SRF Improvements.

(b) “2022 SRF Improvements” means the following improvements to the System: equipping, improving, rehabilitating, acquiring, constructing and installing certain improvements to the City’s Sewage Disposal System, including but not limited to sanitary sewer overflow remediation, together with any appurtenances and attachments thereto and any related site acquisitions or improvements as required under the Consent Order and evidenced in the Wet Weather Control Program Project Plan.

(c) “2022 SRF Bonds” means the Sewage Disposal System SRF Revenue Bonds, Series 2022 authorized by Section 5 of this Ordinance for the purpose of paying for the 2022 SRF Improvements and paying the costs of issuing the 2022 SRF Bonds.

(d) “Authority” means the Michigan Finance Authority.

(e) “Authorized Officer” means any one of the following officials of the City: the Mayor, the Finance Director, or the Interim Finance Director.

(f) “Bond Reserve Requirement” means the lesser of (1) maximum annual debt service due on the Outstanding Bonds (including the 2022 SRF Bonds, if applicable), (2) 125% of the average annual debt service on Outstanding Bonds, or (3) 10% of the original aggregate face amount of each series of bonds currently outstanding, reduced by the net original issue discount, if any.

(g) “Outstanding Bonds” means any bonds currently outstanding under the Outstanding Bond Ordinances which have not been paid or defeased.

(h) “Outstanding Bond Ordinances” means Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 30-A, 31-A, 32-A, 33-A, 35-A, 838, 873, 993, 0544, 2010-423 and 2012-269.

(i) “SRF Program” means the State of Michigan Revolving Fund Program.

Section 2. Conditions Permitting Issuance of Additional Bonds. Pursuant to Section 19 of Ordinance 29-A, if the 2022 SRF Bonds will be of equal standing and priority of lien to the Outstanding Bonds, the Council hereby determines that the 2022 SRF Bonds will be issued within the following parameters:

(a) the average actual or augmented Net Revenues of the System for two consecutive preceding twelve-month operating years ending not more than twenty-eight months from the date of delivery of the 2022 SRF Bonds are equal to at least 130% of the maximum amount of principal and interest thereafter maturing in any operating year on the then Outstanding Bonds and the 2022 SRF Bonds, as required by Section 19(a) of Ordinance No. 29-A; and

(b) the City is not in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund established by Ordinance No. 29-A.

As applicable, an Authorized Officer shall determine that the conditions of the Outstanding Bond Ordinances including Section 19 of Ordinance 29-A for the issuance of the 2022 SRF Bonds have been met.

If the 2022 SRF Bonds will be issued on a subordinate, junior lien basis to the Outstanding Bonds, the 2022 SRF Bonds will otherwise be issued pursuant to the requirements of State of Michigan law, the Outstanding Ordinances and specifically the projected annual Net Revenues of the System after payment of the senior Outstanding Bonds will be at least 1.0x the annual principal and interest due on the 2022 SRF Bonds.

An Authorized Officer is authorized to direct the creation of such accounts and subaccounts within the Funds created by Ordinance 29-A, including but not limited to for the purposes of setting aside Revenues each month as described in Section 13 of Ordinance 29-A for the purpose of paying principal and interest on the 2022 SRF Bonds issued on a subordinate, junior lien basis to the Outstanding Bonds, after Revenues have been allocated as required for the Outstanding Bonds.

Section 3. Necessity of 2022 SRF Improvements. It is hereby determined to be necessary for the public health and welfare of the City to proceed to acquire and construct the 2022 SRF Improvements in accordance with approved plans and specifications.

Section 4. Cost and Useful Life of 2022 SRF Improvements. The cost of the 2022 SRF Improvements is estimated not to exceed Thirty Million Dollars (\$30,000,000) including the payment of incidental expenses as specified in Section 5 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the 2022 SRF Improvements is estimated to be not less than thirty (30) years.

Section 5. Payment of Costs of 2022 SRF Improvements and Authorization of 2022 SRF Bonds. It is hereby determined that the City shall borrow the sum of not-to-exceed Thirty Million Dollars (\$30,000,000), as finally determined by an Authorized Officer upon the sale of thereof, and the 2022 SRF Bonds shall be issued pursuant to the provisions of Act 94 to pay the cost of acquiring and constructing the 2022 SRF Improvements, including the payment of engineering, legal, financial, bond insurance, underwriter's discount and other expenses incident thereto and incident to the issuance and sale of the 2022 SRF Bonds. The balance of the cost of the 2022 SRF Improvements, if any, will be paid from other funds of the City legally available therefor.

The 2022 SRF Bonds shall be designated as the SEWAGE DISPOSAL SYSTEM REVENUE BONDS (SRF PROJECT #5005-24), SERIES 2022, with such modifications as may be approved by an Authorized Officer, and, unless required by the Authority and as authorized by Act 94, shall not be a general obligation of the City, but be revenue bonds, payable solely out of the Net Revenues of the System. The 2022 SRF Bonds may constitute an Additional Bond as defined in the Outstanding Bond Ordinances, having equal standing and priority of lien as to the Net Revenues of the System with the Outstanding Bonds, or the 2022 SRF Bonds may be issued on a subordinate, junior lien basis to the Outstanding Bonds, as determined by an Authorized Officer.

Section 6. Year of Sale. If the 2022 SRF Bonds, or any series thereof, are not sold or delivered in calendar year 2022, then references to the name of the bonds, funds and accounts approved by this Ordinance may be changed to reflect the year in which such bonds will be sold or delivered.

Section 7. 2022 SRF Bond Details. The 2022 SRF Bonds shall be issued in the form of one or more fully-registered, nonconvertible bonds, dated as of the date of delivery, payable in annual principal installments in the amounts and on the dates as determined by the order of the EGLE and approved by the Authority and the Authorized Officer, provided that the final payment on the 2022 SRF Bonds shall occur within the period of usefulness of the 2022 SRF Improvements as set forth in Section 4 of this Ordinance. Final determination of the principal amount and the payment dates and amounts of principal installments of the 2022 SRF Bonds shall be evidenced by execution of a Purchase Contract (the ***"Purchase Contract"***) between the City and the Authority providing for sale of the 2022 SRF Bonds, and the Authorized Officer is authorized and directed to execute and deliver the Purchase Contract.

The 2022 SRF Bonds shall bear interest at a rate or rates to be determined by the Authorized Officer at the time of execution of the Purchase Contract, but in any event not exceeding the maximum amount permitted by law, payable semiannually on the dates as determined in the Purchase Contract. In addition, if required by the Authority, the 2022 SRF Bonds will bear additional interest, under the terms required by the Authority, in the event of a default by the City in the payment of principal or interest on the 2022 SRF Bonds when due. The 2022 SRF Bonds principal amount is expected to be drawn down by the City periodically, and interest on each installment of the principal amount shall accrue from the date such principal installment is drawn down by the City. Principal installments of the 2022 SRF Bonds will be subject to prepayment prior to maturity as permitted by the Authority and approved by the Authorized Officer.

The Mayor and City Clerk are authorized to execute the 2022 SRF Bonds by manual or facsimile signature. If required, at least one signature on the 2022 SRF Bonds shall be a manual signature. The 2022 SRF Bonds shall have the facsimile corporate seal of the City printed or impressed thereon. The 2022 SRF Bonds may be transferred by the bondholder as provided in the 2022 SRF Bonds as executed.

Section 8. State Revenue Sharing Pledge. If required by the Authority, as additional security for repayment of the 2022 SRF Bonds, the Council agrees to pledge the state revenue sharing payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of the 2022 SRF Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the City and the Authority.

Section 9. Applicability of the Outstanding Bond Ordinances. Except to the extent supplemented or otherwise provided in this Ordinance (such as if the 2022 SRF Bonds are issued on a subordinate basis to the Outstanding Bonds), the provisions and covenants provided in the Outstanding Bond Ordinances shall apply to the 2022 SRF Bonds issued pursuant to provisions of this Ordinance, such provisions of said Ordinances being made applicable to the 2022 SRF Bonds herein authorized, the same as though said 2022 SRF Bonds were originally authorized and issued as a part of the Outstanding Bonds issued pursuant to the Outstanding Bond Ordinances.

Section 10. 2022 SRF Bond Proceeds. The proceeds of the sale of the 2022 SRF Bonds as received by the City shall be deposited in an account separate from other money of the City and held in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated “2022 SRF Project Construction Fund” (the “**2022 SRF Construction Fund**”). Moneys in the 2022 SRF Construction Fund shall be applied solely in payment of the cost of the 2022 SRF Improvements including any engineering, legal and other expenses incident thereto and to the costs of issuance of the 2022 SRF Bonds. Any balance remaining in the 2022 SRF Construction Fund after completion of the 2022 SRF Improvements may be used for any other improvements to the System if such use is permitted by state law and will not cause the interest on the 2022 SRF Bonds to be included in gross income for federal income tax purposes within the meaning of the Internal Revenue Code. Any remaining balance shall be paid into the Redemption Fund and used as permitted by state law.

Section 11. Bond Reserve Requirement. The City hereby covenants and agrees with the holders of the Bonds that, if an Authorized Officer determines that the 2022 SRF Bonds shall have equal standing and priority of lien with the Outstanding Bonds, the City shall maintain on deposit in the Bond Reserve Account an amount not less than the Bond Reserve Requirement. If at any time there is any excess in the Bond Reserve Account over the Bond Reserve Requirement, such excess may be transferred to such fund or account as the City shall direct.

Section 12. Bond Form. The 2022 SRF Bonds shall be in substantially the following form subject to changes, including references to additional security, as may be required by the Authority:

[Form of Bond To Be Completed After Bond Sale]
United States of America
State of Michigan
Counties of Ingham and Eaton

CITY OF LANSING
SEWAGE DISPOSAL SYSTEM
REVENUE BOND (SRF PROJECT #5005-24), SERIES 2022

Interest Rate

___%

Date of Maturity

[Month 1, 20__]

Registered Owner: Michigan Finance Authority

Principal Amount: _____ Dollars (\$_____)

Date of Original Issue: _____, 2022

The CITY OF LANSING, Counties of Ingham and Eaton, State of Michigan (the “City”), for value received, acknowledges itself to owe, and for value received hereby promises to pay, but only out of the hereinafter described Net Revenues of the City’s Sewage Disposal System (hereinafter defined), to the Michigan Finance Authority (the “Authority”) the principal amount of this Bond or so much thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy. During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule I attached hereto and made a part hereof[, as Schedule I may be adjusted if less than \$[amount] is disbursed to the City. Interest is first payable on [April 1, 202_/October 1, 202_], and semiannually thereafter, and principal is payable on the first day of [April/October] commencing [April 1, 202_/October 1, 202_] (as identified in the Purchase Contract) and annually thereafter.

The Bond is subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this Bond, as long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U.S. Bank National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent (2%) above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

For prompt payment of principal and interest on this Bond, the City has irrevocably pledged the revenues of its Sewage Disposal System, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created. [This Bond is of [equal][junior] standing and priority of lien as to the Net Revenues of the System with the _____.]

[This Bond is one of a series of bonds aggregating the principal sum of \$_____, issued pursuant to Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 30-A, 31-A, 35-A, 838, 873, 993, 0544, 2010-423, and Ordinance No. 2012-269, and Ordinance No. _____, each duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan 1933, as amended for the purposes of constructing and

acquiring improvements to the System, and refunding certain outstanding sewage disposal system revenue bonds of the City.]

For a complete statement of the revenues from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may thereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances. Copies of the Ordinances are on file at the office of the City Clerk and reference is made to the Ordinances and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94 for a more complete description of the pledges and covenants securing the bonds, the nature, extend and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds then outstanding.

[THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST, SOLELY FROM THE NET REVENUES OF THE SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE ORDINANCES. THE PRINCIPAL AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY [FIRST][JUNIOR] LIEN HEREINBEFORE DESCRIBED.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law.

IN WITNESS WHEREOF, the City of Lansing, Counties of Ingham and Eaton, State of Michigan, by authority of its City Council, has caused this bond to be signed for and on its behalf and in its name by the manual or facsimile signatures of the Mayor and Clerk of the City, and the official seal of the City or a facsimile thereof to be impressed or printed hereon, all as of the Date of Original Issue.

CITY OF LANSING
Counties of Ingham and Eaton
State of Michigan

By _____

Its Mayor

(SEAL)

Countersigned:

By _____

Its City Clerk

[FORM OF SCHEDULE I]

Name of Issuer: CITY OF LANSING

EGLE Project No.: _____

EGLE Approved Amt: _____

SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Due Date</u>	<u>Amount of Principal Installment</u>
-----------------	--

Interest on the bond shall accrue on principal disbursed by the Authority to the City from the date principal is disbursed, until paid, at the rate of ____% per annum, payable [date], and semi-annually thereafter.

The City agrees that it will deposit with [U.S. Bank National Association], or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 13. Non-Arbitrage Covenant. The City covenants and agrees with the holders of the 2022 SRF Bonds that as long as any of the 2022 SRF Bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the 2022 SRF Bonds pursuant to the Internal Revenue Code of 1986, as amended (the “**Code**”) in such a manner as to cause the 2022 SRF Bonds to be “arbitrage bonds” within the meaning of the Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the 2022 SRF Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the 2022 SRF Bonds.

Section 14. Municipal Advisor. The City hereby confirms Robert W. Baird & Co., Incorporated, as Municipal Advisor for the 2022 SRF Bonds.

Section 15. Negotiated Sale; Application to EGLE and Authority. The Council has considered the option of selling the 2022 SRF Bonds through a competitive sale and a negotiated sale and determines that it is in the best interest of the City to negotiate the sale of the 2022 SRF Bonds to the Authority because the State Revolving Fund financing program provides significant savings to the City compared to a competitive sale in the municipal bond market. The Authorized Officer and the City’s Director of Public Works are authorized to apply to the Authority and to EGLE for placement of the 2022 SRF Bonds with the Authority. The actions taken by the Authorized Officer and the Director of Public Works with respect to the 2022 SRF Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officer is authorized to sell the 2022 SRF Bonds to the Authority and to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer’s Certificate in the forms provided by the Authority. The Authorized Officer and the Director of Public Works are further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the 2022 SRF Bonds for the State Revolving Fund program.

Section 16. Bond Counsel. The City hereby appoints Dykema Gossett PLLC as Bond Counsel with respect to the 2022 SRF Bonds notwithstanding Dykema’s occasional representation of the Authority in other unrelated transactions.

Section 17. Other Actions. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and to facilitate issuance, sale, and delivery of the 2022 SRF Bonds, and to execute and deliver all other agreements, documents, and certificates and to take all other actions necessary or convenient to complete the issuance and delivery of the 2022 SRF Bonds in accordance with this Ordinance, and to pay costs of issuance including bond counsel fees, Municipal Advisor fees, filing fees with State Treasury costs of printing the 2022 SRF Bonds bond counsel fees, and any other costs necessary to accomplish sale and delivery of the 2022 SRF Bonds. The Authorized Officer is authorized to determine final bond details for the 2022 SRF Bonds to the extent necessary or convenient to complete the transaction authorized by this Ordinance, to exercise the authority and make determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of

issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters.

Section 18. Repeal, Savings Clause. All ordinances, resolutions of orders, or parts thereof, in conflict with the provisions of the Ordinance are repealed.

Section 19. Severability; Paragraph Headings, and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such action, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to a part of this Ordinance.

Section 20. Publication and Recordation. This Ordinance shall be published in full in the Lansing City Pulse, a newspaper of general circulation in the City of Lansing, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the President of the Council and the City Clerk.

Section 21. Effective Date. As provided in Act 94, this Ordinance shall be effective upon its adoption.

Passed and adopted by the City of Lansing, Counties of Ingham and Eaton, State of Michigan, on _____, 2021.

[Remainder of page intentionally left blank]

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a Regular Meeting held on _____, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act No. 267.

I further certify that the following City Council members were present at said meeting: _____ and that the following City Council members were absent: _____.

I further certify that City Council member _____ moved adoption of said Ordinance, and that the motion was supported by: _____. A second is not required under Mason's Manual of Legislative Procedure, which are the rules governing the City Council.

I further certify that the following City Council members voted for adoption of said ordinance, _____ and that the following City Council members voted against adoption of said Ordinance. _____

_____ Lansing City Clerk.

Department of Economic
Development and Planning
Brian McGrain, Director



Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Mayor Schor
FROM: Barb Kimmel
DATE: 11/16/21
SUBJECT: Resolutions (2) for referral to council-Tax Foreclosure Rejections

Please find two attached resolutions.

One resolution objects to the transfer of all fifteen unsold tax reverted properties from the Ingham County Treasurer to the City of Lansing.

The other resolution objects to the transfer of the one unsold tax reverted property from the Eaton County Treasure to the City of Lansing.

Please refer these (2) resolutions to the City Council for placement on the agenda.

THE DED7P NOW ASKS THE MAYOR TO FORWARD THE ATTACHED RESOLUTIONS TO CITY COUNCIL FOR TIMELY PLACEMENT ON THE CITY COUNCIL AGENDA FOR THE SCHEDULED MEETING ON NOVEMBER 29, 2021.

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

RESOLUTION OBJECTING TO THE TRANSFER OF ALL UNSOLD TAX REVERTED
PROPERTIES FROM THE EATON COUNTY TREASURER TO THE CITY OF
LANSING

WHEREAS, Public Act 123 of 1999, hereinafter referred to as the “Act,” established an expedited process whereby property on which taxes have not been paid could be sold for unpaid taxes; and

WHEREAS, the Act creates a series of stages through which a property on which the taxes have not been paid must pass before that property can be sold; and

WHEREAS, the Act allowed each county in the State of Michigan to decide whether its treasurer or the State of Michigan would act as the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold; and

WHEREAS, the Act refers to the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold as the foreclosing governmental unit; and

WHEREAS, pursuant to a concurring resolution of the County Board of Commissioners, the Treasurer of Eaton, (hereinafter referred to as the “Treasurer”), is the foreclosing governmental unit under the Act with authority to take all actions, judicial or otherwise, required under the Act in order to sell property on which the taxes have not been paid in Eaton County; and

WHEREAS, pursuant to the Act fee simple title to a property on which the Treasurer has foreclosed vest in the Treasurer effective on the March 31st immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases; and

WHEREAS, the Act prescribes how the Treasurer is to dispose of property obtained by foreclosure; and

WHEREAS, the Act requires that the Treasurer give a list to the Clerk of the City of Lansing which list shall contain all the property in that city on which the Treasurer has foreclosed that has not been sold prior to December 1st of the year in which it is foreclosed upon; and

WHEREAS, unless the City of Lansing objects in writing, the Act requires the Treasurer to transfer to that city fee simple title to the property on that list; and

WHEREAS, the City has received from the Treasurer a list of property that may be transferred to it if it does not object; and

WHEREAS, the City of Lansing does not wish to obtain from the Treasurer any property upon which the Treasurer has foreclosed but not sold because of the cost of maintaining such property will exceed any benefit that will be obtained.

NOW, THEREFORE, BE IT RESOLVED, the City of Lansing hereby objects to the transfer of property foreclosed upon by the Treasurer but not sold that are contained on the list thereof filed with the City of Lansing Clerk and said transfers are, therefore, refused.

Parcel	Address	Legal	Zoning
23-50-40-36-407-061	Glenburne Blvd.	Lot 326 GLENBURNE NO 5	C, Residential-2 Unit

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

RESOLUTION OBJECTING TO THE TRANSFER OF ALL UNSOLD TAX REVERTED
PROPERTIES FROM THE INGHAM COUNTY TREASURER TO THE CITY OF
LANSING

WHEREAS, Public Act 123 of 1999, hereinafter referred to as the “Act,” established an expedited process whereby property on which taxes have not been paid could be sold for unpaid taxes; and

WHEREAS, the Act creates a series of stages through which a property on which the taxes have not been paid must pass before that property can be sold; and

WHEREAS, the Act allowed each county in the State of Michigan to decide whether its treasurer or the State of Michigan would act as the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold; and

WHEREAS, the Act refers to the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold as the foreclosing governmental unit; and

WHEREAS, pursuant to a concurring resolution of the County Board of Commissioners, the Treasurer of Ingham, (hereinafter referred to as the “Treasurer”), is the foreclosing governmental unit under the Act with authority to take all actions, judicial or otherwise, required under the Act in order to sell property on which the taxes have not been paid in Ingham County; and

WHEREAS, pursuant to the Act fee simple title to a property on which the Treasurer has foreclosed vest in the Treasurer effective on the March 31st immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases; and

WHEREAS, the Act prescribes how the Treasurer is to dispose of property obtained by foreclosure; and

WHEREAS, the Act requires that the Treasurer give a list to the Clerk of the City of Lansing which list shall contain all the property in that city on which the Treasurer has foreclosed that has not been sold prior to December 1st of the year in which it is foreclosed upon; and

WHEREAS, unless the City of Lansing objects in writing, the Act requires the Treasurer to transfer to that city fee simple title to the property on that list; and

WHEREAS, the City has received from the Treasurer a list of property that may be transferred to it if it does not object; and

WHEREAS, the City of Lansing does not wish to obtain from the Treasurer any property upon which the Treasurer has foreclosed but not sold because of the cost of maintaining such property will exceed any benefit that will be obtained.

NOW, THEREFORE, BE IT RESOLVED, the City of Lansing hereby objects to the transfer of property foreclosed upon by the Treasurer but not sold that are contained on the list thereof filed with the City of Lansing Clerk and said transfers are, therefore, refused.

Parcel	Address	Legal Description	Zoning
33-01-01-05-352-031	KAPLAN ST	COM 385 FT E OF SW COR SEC 5, TH N 132 FT, E 38 FT, S 132 FT, W 38 FT TO BEG; SEC 5 T4N R2W	Residential-Single
33-01-01-10-376-031	N PENNSYLVANIA	LOT 10 & COM 58 FT S OF NW COR LOT 9, TH E 288.75 FT, S 62 FT, W 156.75 FT, N 32 FT, W 132 FT, N 30 FT TO BEG ASSESSORS PLAT NO 22	D-1 Professional Office
33-01-01-10-329-321	1027 CADY CT/929 JOHNSON	LOT 8 BLOCK 3 ORCHARD GROVE	C-Residential 2 unit
33-01-01-10-410-051	1000 MAHLON ST	PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/31/2022. LOT 33 BERTON HEIGHTS SUB	B, Residential Single
33-01-01-10-411-131	1558 E CESAR E CHAVEZ	PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/31/2022. LOT 9 EXC NW'LY 2 FT GRAND RIVER AVENUE POINT SUB	C, Residential-2 Unit
33-01-01-14-381-004	NO STREET FRONTAGE	COM 33 FT S OF SW COR LOT 300 SNYDERS SUB, TH S 66 FT, W 5 FT, N 66 FT, E 5 FT TO BEG; OUTLOT B SNYDERS SUB	B, Residential-Single (no street frontage)

33-01-01-14-381-231	616 S MIFFLIN AVE	LOT 80 BROWNS SUB OF A PART OF OUTLOTS A AND B OF SNYDERS ADD	B, Residential-Single
33-01-01-15-451-143	CLIFFORD ST	COM NW COR LOT 30, TH E 145.1 FT TO NE COR LOT 31, S 37 FT WHICH IS 4 FT S OF NE COR LOT 32, NW'LY TO BEG; BREITEN PARK SUB REC L 5 P 48	B, Residential-Single
33-01-01-21-205-006	927 S GRAND AVE	N 1 FT OF W 44 FT LOT 6 & W 44 FT OF S 1/2 LOT 7 BLOCK 205 ORIG PLAT W 44 FT OF S 65 FT LOT 6 BLOCK 205 ORIG PLAT	DM-4, Residential-Multiple
33-01-01-22-309-101	913 MOTOR AVE	LOT 20 BLOCK 6 ASSESSORS PLAT NO 28 REC L 10 P 33	B, Residential-Single
33-01-01-22-352-261	1735 LYONS AVE	LOT 29 BLOCK 4 ASSESSORS PLAT NO 28 REC L 10 P 33	C-Residential 2 unit
33-01-01-29-376-151	1522 W HOLMES RD	LOT 13 GIDDINGS SUB	C, Residential-2 Unit
33-01-01-30-454-151	3005 HERRICK DR	LOT 636 PLEASANT GROVE SUB NO 2	A, Residential-Single
33-01-01-32-251-131	1318 MARY AVE	LOT 8 SUPERVISORS PLAT NO 5	A, Residential-Single



401 W. Greenlawn Ave
Lansing, Michigan
48910-9969

tel (517) 975 6000

mclaren.org/lansing

August 13, 2021

Mayor Andy Schor
City of Lansing
124 W. Michigan Avenue
9th Floor
Lansing, Michigan 48933

Dear Mayor Schor:

McLaren Greater Lansing, in coordination with the Michigan State University Foundation, would like to request road name changes to two existing City of Lansing controlled roads in the MSU Foundation's University Health Park, a portion of which is being developed into the new McLaren Greater Lansing Healthcare Campus.

The two entities named above would like to request a name change of the existing Technology Boulevard (a portion of which has previously been vacated to McLaren) to Discovery Drive. Both the public portion and the McLaren owned portion would be renamed to Discovery Drive. In addition, the short boulevard that connects Collins Road to the current Technology Boulevard is proposed to be renamed to Health Park Way.

McLaren would also like to receive approval from the City of Lansing for proposed naming of the private roads that are internal to the campus. The enclosed document shows the two internal drives that McLaren would like to name. McLaren is proposing to name the drive on the west side of their campus Chi Drive and the drive between Collins Road and Forest Road as One McLaren Way. Below are signatures of officials from McLaren Greater Lansing and the MSU Foundation signifying both parties' agreement and support of this request.

Sincerely,

McLaren Greater Lansing

A handwritten signature in black ink, appearing to read 'Kirk Ray', written over a horizontal line.

Kirk Ray
President & CEO

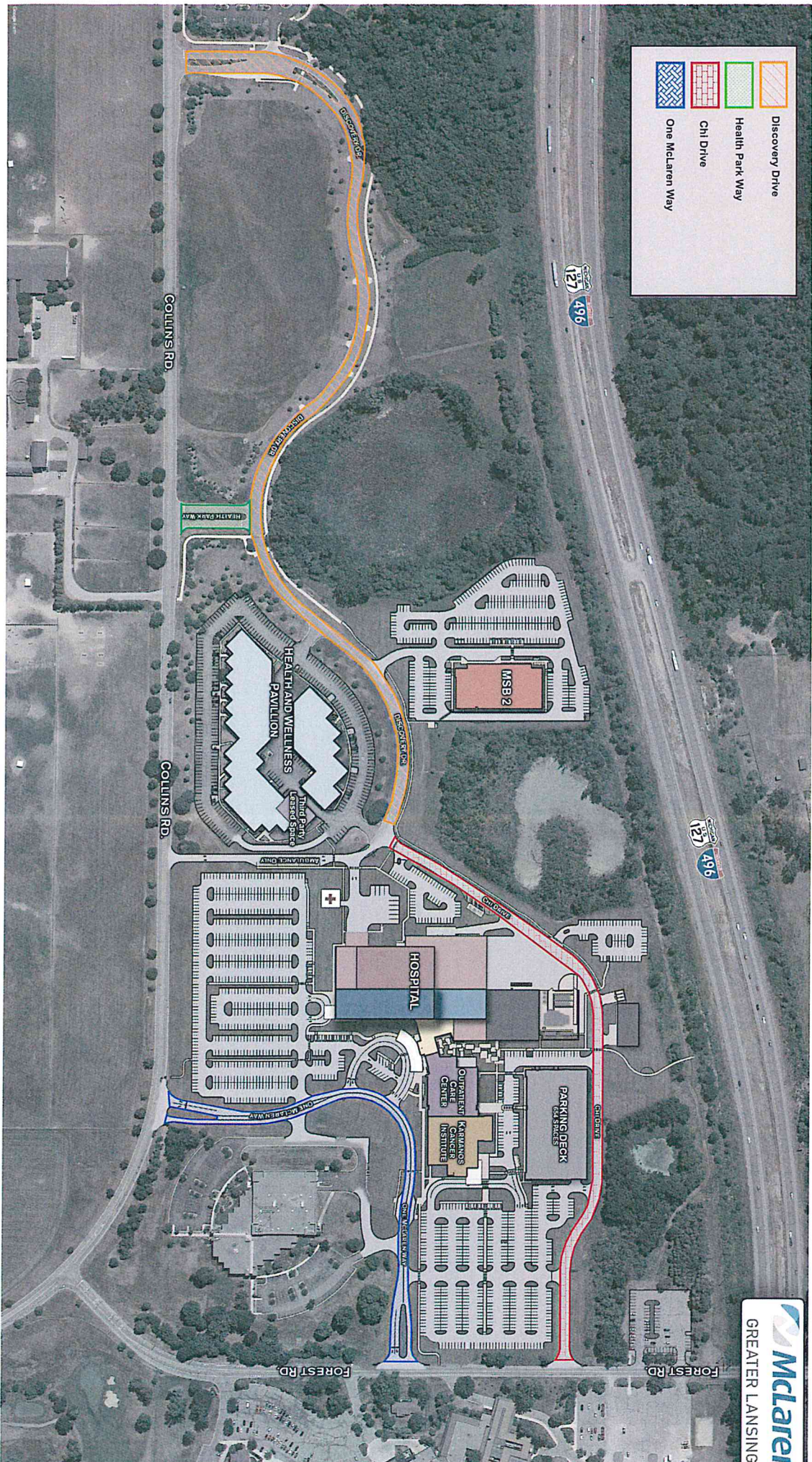
A handwritten signature in black ink, appearing to read 'David Washburn', written over a horizontal line.

MSU Foundation
90DA68A4D228472...

David Washburn
Executive Director

Enclosure

cc: Andy Kilpatrick, Director of Public Service



Smalley, Michelle

From: Patterson, John <John.Patterson@mclaren.org>
Sent: Tuesday, September 7, 2021 7:10 AM
To: Kilpatrick, Andrew
Cc: Brown, Brian; Jeffrey J. Smith
Subject: [EXTERNAL] Road Name changes

Good morning Andy. In relationship to the renaming of the roads, we could support McLaren Way if One McLaren way is not viable. Health Park Drive is acceptable to all parties as well. I can have my assistant send you a letter stating such if required. Please let me know what you would require to assist in this change. Thank you for your assistance. Have a good day. John

McLaren confidentiality statement: "The information contained in this communication, including attachments, is confidential, may be privileged, and is intended only for the use of the named recipient(s). Unauthorized use, disclosure, forwarding or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please notify me IMMEDIATELY at the phone number or pager listed above."

RESOLUTION 2021-XXX

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Public Service Department received a request from McLaren Greater Lansing and the MSU Foundation to change the street names of Technology Boulevard and Biotechnology Drive to Discovery Drive and Health Park Way respectively; and

WHEREAS, the Public Service Department consulted with the Tri-County Regional Planning Commission to determine if the proposed names were similar to other streets in the regional to prevent potential confusion for emergency response, deliveries and other public purposes; and

WHEREAS, the Public Service Department recommended that the proposed name for Biotechnology Drive be modified from Health Park Way to Health Park Drive to prevent confusion with the street name suffix parkway, which was acceptable to the applicants; and

WHEREAS, the Public Service Board reviewed the request at its meeting on October 14, 2021 and supported the proposed names Discovery Drive and Health Park Drive; and

WHEREAS, the Committee on City Operations reviewed and approved the request at its meeting on December ??, 2021

NOW, THEREFORE BE IT RESOLVED that the Lansing City Council approves the renaming of Technology Boulevard to Discovery Drive and Biotechnology Drive to Health Park Drive.



September 2, 2021

Andrew Kilpatrick
Public Service Director
124 W Michigan Avenue
7th Floor City Hall
Lansing, MI 48933

Dear Mr. Kilpatrick:

Tri-County Regional Planning Commission (TCRPC) received your request of street names to review for potential conflicts in the Lansing area. We have reviewed the regional road inventory for the requested street names and have found a similarity of the following street name:

- **Discovery Drive: N/A**
- **Health Park Way:**
 - **Health Care Drive, Lansing 48910**
- **Chi Drive: N/A**
- **McLaren Way: N/A**

The TCRPC's role in road naming is advisory to the local governmental jurisdictions that have the authority to grant or deny street name requests. TCRPC has no authority and so does not notify the U.S. Postal Service, 911 services, or other agencies concerning your request.

Sincerely,
Laura Tschirhart
Senior Transportation Planner – GIS Coordinator

Smalley, Michelle

From: Kilpatrick, Andrew
Sent: Wednesday, September 1, 2021 3:11 PM
To: Lynn.Seaks@mclaren.org
Subject: City of Lansing street renaming request

Lynn,

The City has received the street renaming request, which will be forwarded to the Public Service Board for review. The board's recommendation will then be forwarded to City Council, which reviews and approves naming/renaming requests. As part of the referral to the Public Service Board, the City works with Tri-County Regional Planning Commission to make sure there aren't any similar names in the Tri-County region with similar names.

The Public Service Department's initial technical review identified two points of potential concern.

One McLaren Way

Cardinal numbers (1, 2, 3, etc.) have not been used in road names within the city since they can be confused with addresses along the street. In the city of Lansing, we also only have the following ordinal numbered streets (7th, 8th, 9th).

Health Park Way

Both "way" and "parkway" are street suffixes used in the city. The public could be confused as to whether the actual name of the street was Health Parkway or Health Park Way. A possible alternative that would eliminate this concern is Health Park Boulevard since the street segment is a boulevard, or another suffix (St., Rd., Dr., etc.)

These comments, along with any potential name conflicts that Tri-County Regional Planning Commission identifies, will be forwarded to the Public Service Board with the renaming request.

If there are any questions on the process or the information presented in this email, I am available by phone or email.

Thanks.

Andy

Andrew K. Kilpatrick, P.E.

Public Service Director & Acting City Engineer

Public Service Department

124 W. Michigan Ave. | Lansing, MI 48933

O: 517.483.4455 | D: 517.483.4248 | E: andrew.kilpatrick@lansingmi.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



RESOLUTION #
BY THE PLANNING AND DEVELOPMENT COMMITTEE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Act-7-2021, Schoolcraft Dr. Street Vacation

WHEREAS, Lansing Community College, 610 N Capitol Ave. Lansing, MI has requested that the City vacate Schoolcraft Drive and that portion of North Washington Avenue between Schoolcraft Drive and Saginaw Street; and

WHEREAS, the 400, 500, and 600 Blocks of N Washington Ave. were previously vacated north to Schoolcraft Dr. by City Council on November 24, 2003 through Act-09-02; and

WHEREAS, Lansing Community College owns the parcel of land bordering the entirety of the south property line of the subject rights-of-way; and

WHEREAS, Lansing Community College agrees to sole responsibility of all maintenance of the subject right-of-way and any storm drain infrastructure; and

WHEREAS, Lansing Community College agrees to remove vehicular access to Schoolcraft Dr. at N Capitol Ave. and at N Grand Ave. at their expense; and

WHEREAS, the City of Lansing Public Service Department agrees to provide vehicular access to Schoolcraft Dr. at Saginaw St.; and

WHEREAS, on October 5, 2021, the Planning Board reviewed the proposal for the vacation of the subject right-of-way, and found that:

- The request can be granted without significant impact on the traffic circulation network;
- The subject right-of-way will be owned by Lansing Community College;
- All infrastructure maintenance duties will be the responsibility of Lansing Community College; and

WHEREAS, the Planning Board voted unanimously (6-0) to recommend approval of the request to vacate Schoolcraft Drive and that portion of N Washington Avenue between Schoolcraft Drive and Saginaw St; 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-7-2021, and approves the vacation of the subject right-of-way, legally described as:

West Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, BLOCK 64,
ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN;
THENCE EAST 330'; THENCE SOUTH 43'; THENCE WEST 330', THENCE
NORTH 43' TO THE POINT OF BEGINNING

East Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 65, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN; THENCE SOUTH 10' ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE EAST 330'; THENCE SOUTH 61.5', THENCE NORTH 48 DEGREES, 21 MINUTES, 59.3 SECONDS WEST A DISTANCE OF 36.1' TO THE WEST LINE OF SAID LOT 1; THENCE WEST 303'; THENCE NORTH 37.5' ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING

Washington Avenue (to be vacated)

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 64, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN; THENCE SOUTH 10' ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF APPROXIMATELY 115.5' TO THE EAST LINE OF WASHINGTON AVENUE; THENCE SOUTH 14.86' EAST ALONG SAID EAST LINE OF WASHINGTON AVENUE TO THE NORTH LINE OF VACATED WASHINGTON AVENUE, BEING 1210' NORTH OF THE NORTH LINE OF SHIAWASSEE STREET; THENCE WEST 115.5' ALONG SAID NORTH LINE OF VACATED WASHINGTON AVENUE TO THE EAST LINE OF LOT 1, BLOCK 64 ORIGINAL PLAT OF THE CITY OF LANSING; THENCE NORTH ALONG SAID EAST LINE OF LOT 1, BLOCK 64, ORIGINAL PLAT OF THE CITY OF LANSING 14.86' TO THE POINT OF BEGINNING.

but reserving, however, unto the City of Lansing an easement under, across, above, and within the vacated street rights-of-way for existing utilities, including the right of ingress and egress at all times for utility agents, contractors, and employees, to use the vacated street rights-of-way, or so much of them as may be necessary, for the maintenance, repair, replacement, or removal of said utilities.

With the following conditions:

- Lansing Community College shall remove vehicular access to Schoolcraft Dr. at N Capitol Ave. and N Grand Ave. at their cost. The Lansing Public Service Department will create connections between Schoolcraft Dr. and Saginaw St. at the City's cost.
- Any relocation or removal of third party company infrastructure from the BWL street poles will be coordinated directly between Lansing Community College and each company with cost for relocation or removal agreed upon between those parties.

BE IT FURTHER RESOLVED, that upon completion of the above conditions, and proof of the same being demonstrated by Lansing Community College to the City and the City Attorney having approved said completion, the City Clerk shall forward certified copies of the resolution to the Ingham County Register of Deeds for recording and upon return, 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, that if the conditions described above have not been completed and approved as having been completed by the City Attorney within twelve months of the passage of this resolution, this resolution shall expire and be of no further force or effect.

Act-7-2021, Schoolcraft Dr. Street Vacation - STAFF REPORT

An Act 33 Review is a planning level review of the location, character and extent of public improvements and City property transactions. 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.

APPLICANT:	Lansing Community College, 610 N Capitol Ave. Lansing, MI
PROPOSAL:	Vacation of Schoolcraft Drive between N Capitol Avenue and N Grand Avenue and vacation of N Washington Avenue between Saginaw Street and Schoolcraft Drive.
CURRENT OWNER:	City of Lansing
EXISTING LAND USE Use: & ZONING:	Street right-of-way. Zoning: Unzoned street right-of-way
PROPERTY SIZE AND SHAPE:	Rectangular, See "Exhibit B"
SURROUNDING ZONING & LAND USE	North: DT-1, Office South: DT-3, Commercial, Parking West: DT-1, Commercial, Parking East: DT-1, Public park

ANALYSIS

BACKGROUND:

Lansing Community College (LCC) is requesting this vacation to eliminate the City's future maintenance of the right-of-way and to gain sole access of Schoolcraft for their internal parking lot circulation. Schoolcraft Dr. will cease to function as an east-west by-pass of Saginaw St. once N Capitol Ave. and N Grand Ave. are converted to two-way. These have been one-way streets since 1952.

N Washington Ave once ran through the main campus from Shiawassee St. north to Saginaw St. but was closed sometime in the 1970s to provide better pedestrian circulation. The street was officially vacated to become LCC property by City Council on November 24, 2003 as Act-9-02.

LOCATION:

LCC's main campus is located downtown bordered by N Capitol Ave. (west), Saginaw St. (north), N Grand Ave. (east), and E Shiawassee St. (south). Schoolcraft Dr. runs east-west at the north edge of the property for approximately 775 feet, directly adjacent and parallel to Saginaw St.

CHARACTER:

Schoolcraft Dr. serves as an internal drive connecting the one-way streets of Capitol Ave. and Grand Ave, and LCC surface lots and the Gannon Ramp, which is currently being rebuilt. There are some existing parallel on-street parking spaces along Schoolcraft Dr.

Schoolcraft Dr. is inconsequential to the downtown street network and solely provides access to just LCC. Based on comments received from the Public Service Department possible future access will be provided via Saginaw St. See Extent and Agency Referrals for more information.

EXTENT:

The extent of the vacation is the entirety of Schoolcraft Dr. from N Capitol Ave to N Grand Ave. and a 14.86' x 115.5' section of N Washington Ave between Schoolcraft Dr. and Saginaw St. Please see Exhibit B and the aerial.

Any existing storm inlets and storm drains will become part of LCC's property and maintenance responsibility.

Schoolcraft Dr. will be completely closed off from Capitol and Grand with new curbs and a landscaping setback. New ingress and egress curb cuts would be connected to Saginaw St. closer to the center of the LCC parcel. Please see Exhibit C.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

- (A. Kilpatrick) The Public Service Department supports this vacation. Schoolcraft was necessary to provide circulation from Grand to Capitol since these were one way pairs. With the projected conversion of these streets to two-way, Schoolcraft no longer serves the same purpose. With two way traffic, the street would have to be closed at both ends, in which case it would only serve LCC owned properties. The following conditions should be in place regarding the vacation.
 - Washington Avenue is vacated to the two adjacent Schoolcraft parcels.
 - These parcels would be transferred to LCC on the condition that it closes Schoolcraft at both ends at LCC's cost. The City agrees that it will create connections between Schoolcraft and Saginaw at the City's cost.

Building Safety Office:

- No objection.

Lansing Fire Department:

- No objection.

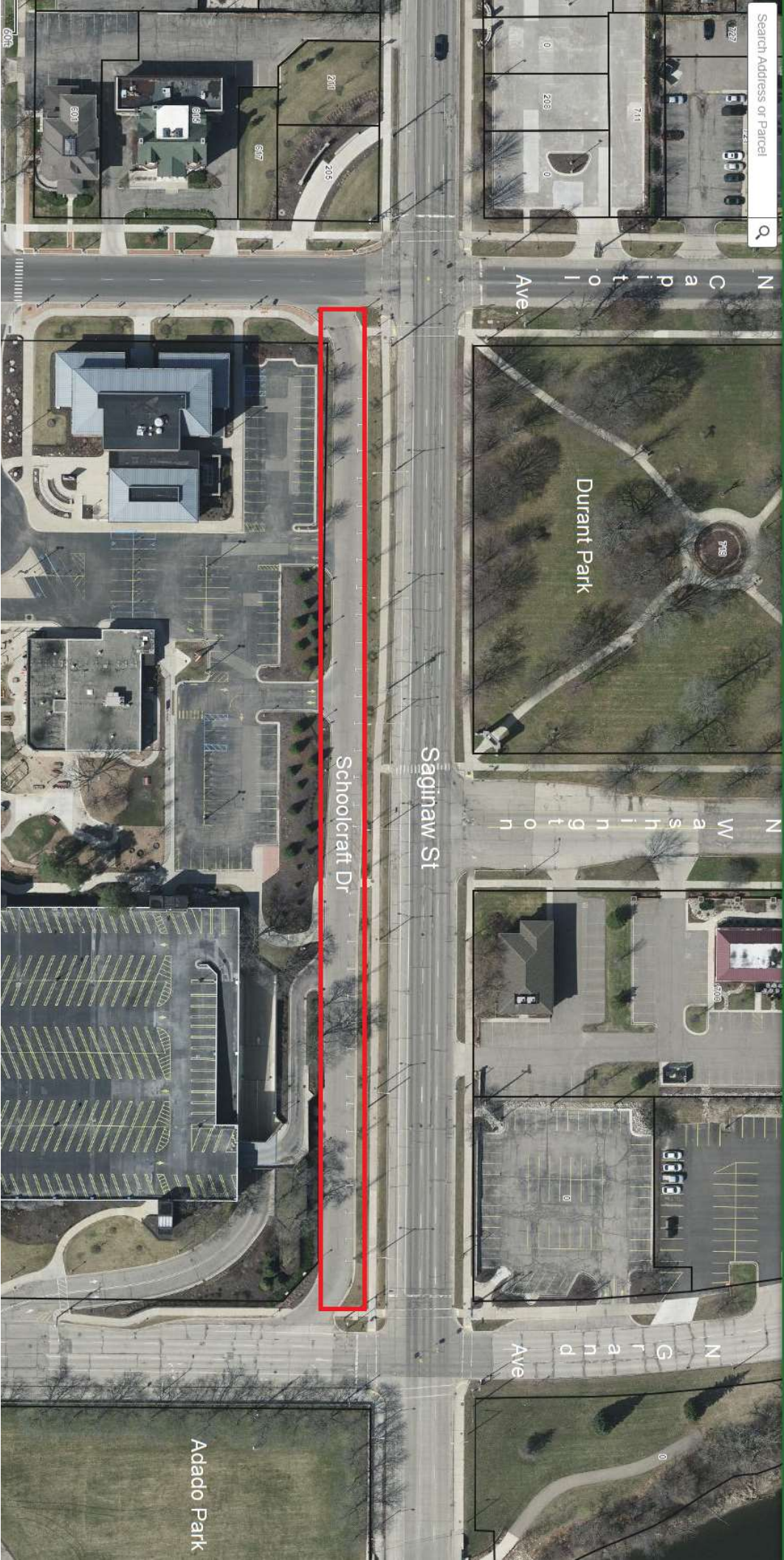
STAFF RECOMMENDATION

The request can be granted without a significant impact on the circulation network. No easements for water, electric, street lighting and/or communications will be necessary to maintain services per the Public Service Department.

Staff recommends that the City vacate Schoolcraft Dr. and N Washington Ave. from Schoolcraft Dr. to Saginaw St. with these conditions:

- Lansing Community College (LCC) close Schoolcraft Dr. at N Capitol Avenue and N Grand Avenue at LCC's cost. The Lansing Public Service Department will create connections between Schoolcraft Dr. and Saginaw St. at the City's cost.
- Any relocation or removal of third party company infrastructure from the BWL street poles will be coordinated directly between Lansing Community College and each company with cost for relocation or removal agreed upon between those parties.

Respectfully submitted,
Andy Fedewa, Planner





ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED: _____

Applicant: Lansing Community College ("LCC")

Address (including zip code): 610 N. Capitol Avenue, Lansing, MI 48933

Phone number: (517) 483-1813 Chris MacKersie, Executive Director, Administrative Services Division

Fax number: (517) 483-1868 Email: mackersc@lcc.edu

Interest in Property:

☐ Owner ☐ Represent owner ☐ Option to buy

☒ Other: Adjoining property owner

If applicant of not the owner, or if there is more than one owner, provide the following information (attach additional sheets if necessary):

Name of owner(s): City of Lansing (the "City")

Address (including zip code): 124 W. Michigan Avenue, Lansing, MI 48933

Phone number(s): (517) 483-4455 Andy Kilpatrick

Fax number: (517) 483-6082 Email: andrew.kilpatrick@lansingmi.gov

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): N/A

Location description: Schoolcraft Avenue between Capitol Avenue and Grand Avenue. Also, Washington Avenue south of Saginaw Hwy. and north of south line of Schoolcraft.

Permanent parcel #: N/A

Legal description (see note below): See Exhibit A for legal descriptions.
See Exhibit B for map.

Applicant's proposal: Close and vacate Schoolcraft between Capitol Avenue and Grand Avenue, and transfer title to LCC by deed to eliminate City's future maintenance cost for a road which will be used only by LCC after conversion of Capitol Avenue and Grand Avenue to two-way streets. Close and vacate Washington south of Saginaw Hwy. and north of south line of Schoolcraft, and transfer title to LCC by deed to eliminate City's future maintenance cost for a road which will be used only by LCC after conversion of Capitol Avenue and Schoolcraft to two-way streets.

REQUESTED ACTION: (please check one)

- ☐ City Acquisition of Property ☒ Street or Alley Closure ☐ City Sale of Property
- ☒ Vacation of R.O.W ☐ Significant Change of Use of City Property
- ☒ Other: Transfer the vacated Schoolcraft and Washington Ave. to LCC by deed to avoid future maintenance costs, and return title to Schoolcraft which was originally deeded by LCC to the City at no cost, to LCC.

What positive impacts (if any) will occur as a result of approving this proposal?

Upon conversion of Capitol Avenue and Grand Avenue to two-way streets, both Schoolcraft and Washington Avenue south of Saginaw Hwy. and north of Schoolcraft, will become unnecessary and a financial burden to the City. The sole adjoining property owner requiring continuing use of Schoolcraft, and Washington Avenue south of Saginaw Hwy. and north of Schoolcraft, will be LCC, which will maintain the property currently used as Schoolcraft in good condition and repair to LCC's high standards.

What negative impacts (if any) will occur if this proposal is not approved?

City will be required to continue to maintain, repair, replace, police, and light Schoolcraft and relevant portions of Washington and adjoining landscaping solely for use by LCC. If Schoolcraft is not closed, the traffic flow on and off Schoolcraft will be unsafe and will interfere with the conversion of Capitol Avenue and Grand Avenue to two-way streets.

What negative impacts (if any) will occur as a result of approving and implementing your proposal?

Schoolcraft will not be available for use by the public, but will be unnecessary after conversion of Capitol Avenue and Grand Avenue to two-way streets.

Please fill out this application **COMPLETELY** and make sure that the following items are included:

- Maps describing proposal. Maps should be readable and drawn to a specific scale.
- Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

If the action applied for will result in transfer of legal title from the City to the applicant or another or if the City otherwise requires, the applicant agrees to provide at the applicant's expense:

- A certified legal description
- Title insurance
- An appraisal
- An environmental report for the property

or to pay for same at closing, whichever the City determines.

FEES:

Involving land sales over \$50,000	\$100.00
Involving land sales under \$50,000	\$50.00

Signature of applicant:
LANSING COMMUNITY COLLEGE

Signature of owner(s):

By: Selma Smail / 8/23/2021
Date

_____/_____
Date

Its:

_____/_____
Date

_____/_____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

PLANNING OFFICE
316 N. CAPITOL AVE., SUITE D-1
LANSING, MI 48933
(517) 483-4066
FAX: (517) 483-6036

Exhibit A

Schoolcraft Street right-of-way, including Washington Avenue

West Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

Commencing at the northwest corner of Lot 8, Block 64, Original Plat of the City of Lansing, Ingham County, Michigan; thence east 330'; thence south 43'; thence west 330', thence north 43' to the point of beginning.

Washington Avenue (to be vacated)

Commencing at the northeast corner of Lot 1, Block 64, Original Plat of the City of Lansing, Ingham County, Michigan; thence south 10' along the east line of said Lot 1 to the point of beginning; thence east a distance of approximately 115.5' to the east line of Washington Avenue; thence south 14.86' east along said east line of Washington Avenue to the north line of vacated Washington Avenue, being 1210' north of the north line of Shiawassee Street; thence west 115.5' along said north line of vacated Washington Avenue to the east line of Lot 1, Block 64 Original Plat of the City of Lansing; thence north along said east line of Lot 1, Block 64, Original Plat of the City of Lansing 14.86' to the point of beginning.

East Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

Commencing at the northwest corner of Lot 1, Block 65, Original Plat of the City of Lansing, Ingham County, Michigan; thence south 10' along the west line of said Lot 1 to the point of beginning; thence east 330'; thence south 61.5', thence north 48 degrees, 21 minutes, 59.3 seconds west a distance of 36.1' to the west line of said Lot 1; thence west 303'; thence north 37.5' along the west line of said Lot 1 to the point of beginning.

LCC Combined parcels

Blocks 64, 65, 68, 69, and 82 and parts of vacated Lapeer and Genesee Streets and Washington Avenue adjacent thereto; except the north 10' of Block 65 and of Washington Avenue.

25592:00140:5621756-1

Washington Ave.
Area to be vacated
14.86' x 115.5'

Exhibit B

Saginaw St

330

115.5

330

43

West Schoolcraft

24.86

10
37.5

MDOT Right of Way

East Schoolcraft

303

61.5 10

Capitol Ave

1234.86

1210

Vacated Washington 1210' Council Proceedings Nov 24, 2003

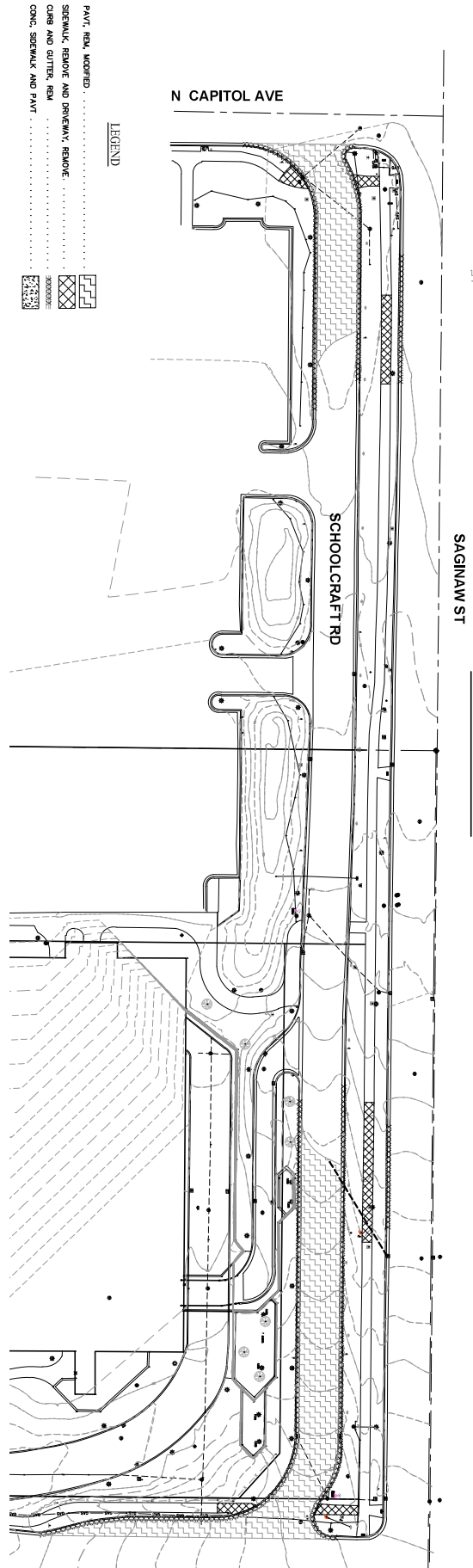
Grand Ave

NOT TO SCALE

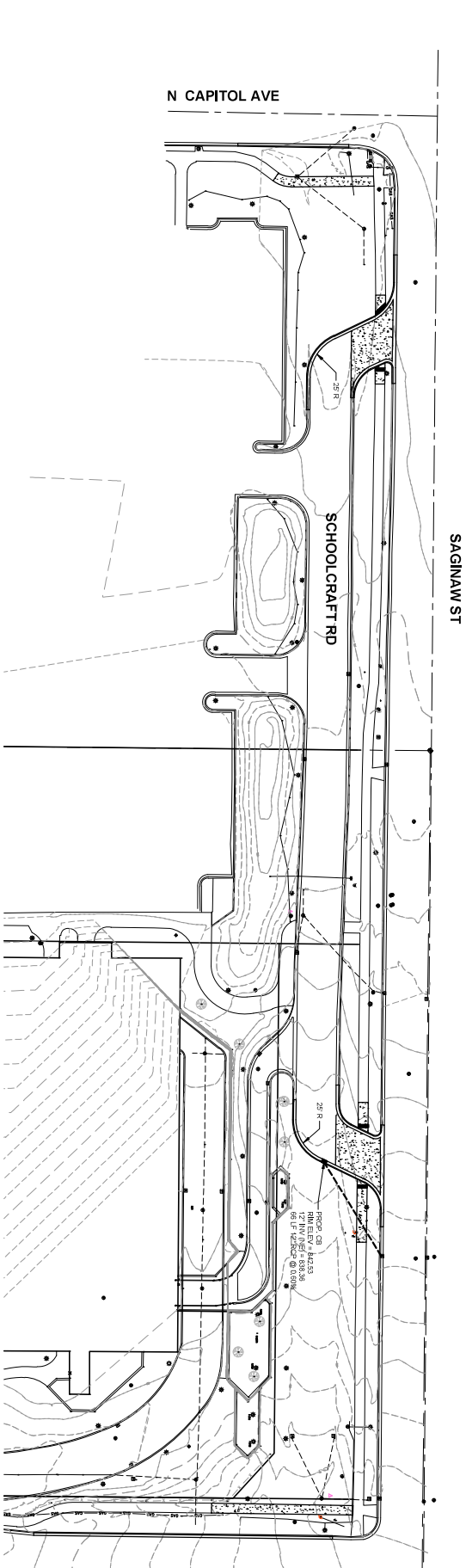
Shiawassee St

EXHIBIT C

REMOVAL PLAN



RESTORATION PLAN



REMOVAL AND RESTORATION PLAN SHEET

1 OF 1

SHEET NO.

PROJECT NO.
19051

LANSING COMMUNITY COLLEGE
SCHOOLCRAFT PARKING ENTRANCE
PROJECT LOCATION

Eng.
Engineering & Surveying

4063 Grand Oak Drive Suite A109
Lansing, MI 48911
517.887.1100
16930 Robbins Road Suite 105
Grand Haven, MI 49417
616.743.7070
engdot.com

NO.	REVISIONS	BY	DATE	Drawn By	Check By	Approved By	Date
				XXX			

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The City of Lansing was selected on August 23, 2021 to receive a Cities for Financial Empowerment Fund (CFE Fund) grant for “FEC Expert Partner / FEC Expert Mentor” for \$10,000;

WHEREAS, The City of Lansing’s Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen Engagement applied for a grant to provide the partner (City of Pueblo, CO) with technical assistance resources;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on August 2, 2021, approved on August 23, 2021, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for \$10,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of \$10,000.00 for the grant period beginning on the date of council approval for the City of Lansing and ending on February 8, 2023.

BE IT FINALLY RESOLVED, The Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

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

SLU-1-2021

Parking Lot in the “R-6B” Urban Detached Residential Zoning District

611 N. Butler Boulevard, Parcel #: 33-01-01-17-226-182

WHEREAS, A.L. Williams Consulting, LLC has requested a special land use permit to allow the construction of a surface parking lot at 611 N. Butler Boulevard (Parcel #: 33-01-01-17-226-182); and

WHEREAS, the property is zoned “R-6B” Urban Detached Residential District, where parking lots are permitted subject to obtaining a Special Land Use permit; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on November 2, 2021 at which the applicant spoke in favor of the request and no other comments were received; and

WHEREAS, the Planning Board, at its November 2, 2021 meeting, voted (4-3) to recommend approval of SLU-1-2021 for a special land use permit allow the construction of a surface parking lot at 611 N. Butler Boulevard (Parcel #: 33-01-01-17-226-182) with the following conditions:

1. Installation of a 6-foot high, opaque fence along the south and west property lines, except within the 20-foot front yard setback area (the fence along the south property line may not extend closer than 20 feet to the front property line along Butler Blvd.), and
2. The parking lot is designed with the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and the headlights from the parked vehicles will face north rather than towards the adjoining residential properties.

WHEREAS, the City Council held a public hearing regarding SLU-1-2021 on 2021 and

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

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-1-2021 for a special land use permit allow the construction of a surface parking lot at 611 N. Butler Boulevard (Parcel #: 33-01-01-17-226-182) with the following conditions:

1. Installation of a 6-foot high, opaque fence along the south and west property lines, except within the 20-foot front yard setback area (the fence along the south property line may not extend closer than 20 feet to the front property line along Butler Blvd.), and

2. The parking lot is designed with the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and the headlights from the parked vehicles will face north rather than towards the adjoining residential properties.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed parking lot will be harmonious with the character of adjacent properties and surrounding uses, with the conditions of approval that are designed to mitigate any negative impacts such as noise and light glare.
2. The proposed parking lot will not change the essential character of the area.
3. The conditions of approval will mitigate any issues that would cause the parking lot to interfere with the general enjoyment of adjacent properties.
4. The proposed Special Land Use represents an improvement to the lot since it is currently vacant.
5. The conditions of approval will mitigate any nuisances caused by the parking lot.
6. The proposed parking lot can be adequately served by public services and utilities.
7. The proposed parking lot will not place any demand on public services and facilities in excess of current capacities.
8. The proposed parking lot is consistent with the goals of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use can comply with the dimensional requirements of the Zoning Ordinance.

GENERAL INFORMATION

APPLICANT/OWER: A.L. Williams Consulting, LLC
" 30311 Fox Club Drive
Farmington Hills, MI 48331

REQUESTED ACTION: Special land use permit to construct a parking lot at 611 N. Butler Blvd.

EXISTING LAND USE: Vacant

EXISTING ZONING: "R-6B" Urban Detached Residential District

PROPERTY SIZE & SHAPE: 50.1' x 126.4' = 6,332 square feet

SURROUNDING LAND USE: N: Parking lot
S: Single & 2-family residential
E: Single Family Residential
W: 4-unit residential

SURROUNDING ZONING: N: "MX-C" Mixed Use Corridor
S: "R-6B" Urban Detached Residential
E: "R-6B" Urban Detached Residential & "MX-C" Mixed Use Corridor
W: "R-6B" Urban Detached Residential

MASTER PLAN DESIGNATION: The Design Lansing Comprehensive Plan designates the subject property for medium/low density residential use. Butler Blvd. is designated as a local road.

REQUEST

This is a request for a special land use permit to utilize the property at 611 N. Butler Blvd. (vacant parcel north of 609 N. Butler) for a parking lot to provide additional parking for the retail businesses on the adjacent property to the north. Parking lots are permitted in the residential zoning districts, if a Special Land Use permit is approved by the Lansing City Council.

ANALYSIS

Section 1262.02(f)(1)-(2) sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

1. **Is the proposed special land use designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area?**

The applicant owns the adjacent property to the north of 611 N. Butler Blvd. and intends to combine the two properties into one parcel that would be developed into a parking lot for use by the businesses along Saginaw Street. The parking lot on the subject property would directly adjoin two properties that are zoned and being used for residential purposes. If not constructed, managed and properly designed, the parking lot could have negative impacts on these properties in terms of noise created by vehicles, activity in the parking lot and headlight glare. If the special land use permit is approved, it should be conditioned upon the installation of a 6-foot high, opaque fence along the south and west property lines. It should also mandate that the parking lot is designed to have the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and hence, the parked vehicles will face north so that the headlights will not shine towards the residential properties.

2. **Will the proposed special land use change the essential character of the surrounding area?**

The proposed parking lot will not necessarily change the essential character of the area as it is merely intended to provide additional parking for existing uses. The special land use permit will, however, allow parking to encroach into the residential neighborhood. With the conditions described above, the parking lot should not negatively impact the surrounding residential properties. The primary concern is that authorization of the special land use permit could set a negative precedent for future requests to utilize residential land for parking to support adjoining or nearby commercial uses, which would change the essential character of the area.

3. **Will the proposed special land use interfere with the enjoyment of adjacent property?**

The conditions of approval described in the analysis for the first evaluation criterion should prevent any negative impacts of the parking lot on the adjacent residential parcels.

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**

Not applicable. The site is currently vacant.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare?**

The noise, headlight glare and increased level of activity in general could negatively impact

the peaceful enjoyment of the adjoining residential properties. If approved, a 6-foot high, opaque fence in the buffer areas between the parking lot and the adjoining residential properties to the south and west would need to be installed to help mitigate these types of nuisances.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

A site plan, prepared by a civil engineer, that includes a storm-water management plan would need to be submitted to the City for review and approval, prior to construction of the parking lot.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

The proposed special land use is not expected to increase the demand on public services and facilities in excess of current capacity. The proposed parking lot would not draw additional traffic to the site but merely provide more off-street parking to accommodate the needs of the existing businesses along Saginaw Street. If approved, a storm water management would need to be reviewed and approved by the City Public Service Department as part of the site plan review process.

8. **Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?**

The proposed parking lot is clearly not consistent with the intent of the R-6B zoning district or the objectives of the Design Lansing Comprehensive Plan as described below:

Zoning Ordinance: “ preserve the historic character of Lansing’s most urban neighborhoods maintaining the scale of medium-density single-family detached residences. These neighborhoods feature small lots, early 20th century-built homes often with alleys and rear loading garages. Infill development in this district should respect the historic single-family character. Typical character types include Four-Square, Craftsman, and Queen Anne vernacular types. Front-facing gable and hip roofs are typical. The intent of sub-district R-6B is to integrate attached residential units into appropriate locations at the perimeter of established residential neighborhoods. Attached residential units are intended to provide a physical transition from the adjacent busier street types, and/or non-residential uses to the purely residential neighborhood.”

Comprehensive Plan: “To provide an environment for medium-low density single-family detached; single family attached (townhomes); and two-family dwelling units.”

With only one exception, the zoning ordinance designates the north, approximately ½ of the 900 and 1000 blocks of Saginaw Street for commercial use and the south ½ for residential use. If the subject property were to be used for parking, even though it would not result in changing the zoning, it would breach the line between the commercial and residential areas which could set a negative precedent for future requests to utilize residential properties in the area for parking lots. This would not only be contrary to the intent of the zoning ordinance but to the master plan as well, a primary goal of which is to preserve the character of residential neighborhoods.

9. Will the proposed special land use meet the dimensional requirements of the district in which the property is located?

The applicant has not provided a plan for the proposed parking lot. The site is 50.1 feet wide by 126.4 feet deep. No parking is permitted within the 20-foot front yard setback. The required dimensions for a parking space are 9 feet wide by 18 feet deep with a 24-foot-wide drive aisle. In addition, a 5-foot-wide landscape buffer is required between the parking lot and all adjoining residential properties (south and west). Based on the dimensions of the lot, 1 row of parking with 10 spaces can be accommodated on the subject property by itself. If approved, the applicant intends to combine the subject property with the property to its north to provide a larger site for a new parking lot. The number of parking spaces that could be provided would depend on how the lot is designed such as whether it has a one-way or 2-way traffic circulation pattern.

SUMMARY

This is a request for a special land use permit to utilize the property at 611 N. Butler Blvd. (vacant parcel north of 609 N. Butler) for a parking lot to provide additional parking for the retail businesses on the adjacent property to the north. Parking lots are permitted in the residential zoning districts, if a Special Land Use permit is approved by the Lansing City Council.

Based on the findings described in this staff report, the proposal does not comply with some of the following criteria set forth in Section 1262.01(f)(1)-(9) of the *Zoning Code* for evaluating Special Land Use permits.

1. The proposed Special Land Use could be harmonious with the character of adjacent properties and surrounding uses, if conditions are imposed to mitigate any negative impacts of the parking lot such as noise and light glare.
2. The proposed Special Land Use will not necessarily change the essential character of the surrounding properties.
3. The proposed Special Land Use may interfere with the general enjoyment of adjacent properties, unless conditions are put in place to mitigate noise and light glare.
4. The proposed Special Land Use does not necessarily represent an improvement to the lot since it is currently vacant.
5. The proposed Special Land Use may create some nuisances for the adjacent properties, unless mitigated by screening, buffering and parking lot design.

6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is not consistent with the goals of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use can comply with the dimensional requirements of the Zoning Ordinance.

RECOMMENDATION

Staff recommends denial of SLU-1-2021, to permit a parking lot on the property at 611 N. Butler Blvd., based on the findings described in this staff report.

Should the Planning Board and/or City Council determine that the special land use permit does comply with the evaluation criteria listed above, staff recommends the following conditions of approval:

- * Installation of a 6-foot high, opaque fence along the south and west property lines, except within the 20-foot front yard setback area (the fence along the south property line may not extend closer than 20 feet to the front property line along Butler Blvd.), and
- * The parking lot is designed with the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and the headlights from the parked vehicles will face north rather than towards the adjoining residential properties.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**





Zoning Map



Zoning Districts

- R-1 - Suburban Detached Res.
- R-2 - Suburban Detached Res.
- R-3 - Suburban Detached Res.
- R-4 - Urban Detached Res.
- R-5 - Urban Detached Res.
- R-6A - Urban Detached Res.
- R-6B - Urban Detached Res.
- R-MX - Residential Mix
- MFR - Multi-Family Residential
- R-AR - Residential Adaptive Reuse
- S-C - Suburban Corridor
- MX-C - Mixed-Use Corridor
- MX-1 - Mixed-Use Neighborhood Center
- MX-2 - Mixed-Use Community Center
- MX-3 - Mixed-Use District Center



BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, , 2021, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

SLU-1-2021: 611 N. Butler Boulevard (Parcel #: 33-01-01-17-226-182), Special Land Use Permit, Parking lot in the “R-6B” Urban Detached Residential Zoning District

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

**611 N. Butler Blvd.
SLU-1-2021, Special Land Use Permit – Parking Lot**

The Lansing City Council will hold a public hearing on Monday, , 2021 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider SLU-1-2021. This is a request by A.L. Williams Consulting, LLC for a special land use permit to construct a parking lot at 611 N. Butler Boulevard which is the vacant parcel of land located directly north of 609 N. Butler Boulevard (parcel #: 33-01-01-17-226-182). Parking lots are permitted in the "R-6B" Urban Detached Residential district, which is the zoning designation of the subject property, if a Special Land Use permit is approved by the Lansing City Council.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, 2021 at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

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

RESOLUTION AUTHORIZING ENTRY OF STATE LOCAL GOVERNMENT
INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT
PROCEEDS IN THE NATIONAL OPIOIDS LITIGATION

WHEREAS in 2017, the Lansing City Council declared the Opioid Epidemic that exists throughout this country, and in the City of Lansing specifically, to be a public nuisance and authorized the City to file suit against pharmaceutical companies that the City alleged to be responsible for the public nuisance and to seek recovery of past expenditures that the City has expended in abating the epidemic; and

WHEREAS, on or about December 19, 2017, the City of Lansing filed *City of Lansing v. Purdue Pharma L.P., et al*; Case No. 1:17-cv-01114 in the United States District Court, Western District of Michigan, to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor); and

WHEREAS the City’s lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation*, MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge; and

WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Lansing’s lawsuit; and

WHEREAS the Proposed Settlements contain a “default” allocation method whereby, for settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund; and

WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above; and

WHEREAS the City of Lansing desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

NOW, THEREFORE BE IT RESOLVED, the City of Lansing authorizes the execution of a Michigan State-Subdivision Agreement For Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement (State-Subdivision Agreement). The State-Subdivision Agreement may be subject to modification prior to execution, such modification (if any) shall be subject to the review of the City Attorney's Office and outside counsel representing the City of Lansing.

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN
PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION

WHEREAS in 2017, the Lansing City Council declared the Opioid Epidemic that exists throughout this country, and in the City of Lansing specifically, to be a public nuisance and authorized the City to file suit against pharmaceutical companies that the City alleged to be responsible for the public nuisance and to seek recovery of past expenditures that the City has expended in abating the epidemic; and

WHEREAS, on or about December 19, 2017, the City of Lansing filed *City of Lansing v. Purdue Pharma L.P., et al*; Case No. 1:17-cv-01114 in the United States District Court, Western District of Michigan, to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor); and

WHEREAS the City’s lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation*, MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge; and

WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Lansing’s lawsuit; and

WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement by Janssen that it will discontinue the manufacture and distribution of prescription opioids products for at least the next ten years;
2. An agreement by Janssen that it will suspend any lobbying efforts that concern prescription opioids products;
3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and
4. The payment of up to \$26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance; and

WHEREAS the City of Lansing has been advised that a State-Local Government Intrastate Agreement may be negotiated and entered between Litigating Local Governments (like the City of Lansing) and the State of Michigan that will govern the allocation of Proposed Settlement funds to local governments in the State of Michigan;

NOW, THEREFORE BE IT RESOLVED, upon execution of the above-referenced State-Local Government Intrastate Agreement, the City of Lansing authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at <https://nationalopioidsettlement.com/>. The participation agreements are subject to modification prior to execution, such modifications shall be subject to the review of the City Attorney's Office and outside counsel representing the City of Lansing.

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in 2006 in an effort to promote economic development in qualifying communities, the Michigan Legislature passed Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1)(b), which established the criteria for a new Class C Development District or Area Liquor Licenses; and

WHEREAS, through the provisions of Public Act 501 of 2006, as amended ("Act") the Michigan Liquor Control Commission (LCC) may issue new public on-premises liquor licenses in order to allow cities to enhance the quality of life for their residents and visitors to their communities; and

WHEREAS, the issuance of a Development District Liquor License under Section 521a(1)(b) of the Act requires a proposed licensed premises to be located in one of the development districts or areas listed in MCL 436.1521a(1)(b); and

WHEREAS, pursuant to Public Act 120 of 1961 for Principal Shopping Districts, the Lansing City Council created the Lansing Principal Shopping District by Resolution in 1996 which is listed as a qualifying development district or area under MCL 436.1521a(1)(b); and

WHEREAS, the City of Lansing received a request from Batter Up, LLC ("Applicant") regarding its intention to apply to the Michigan Liquor Control Commission for a new Class C Development District or Area Liquor License for its business located at 621 E. Michigan Ave, Lansing, MI 48912-1152 ("Proposed Licensed Premises") which is located within the Lansing Principal Shopping District; and

WHEREAS, the Applicant has affirmed that the Proposed Licensed Premises meets the statutory requirements for a Development District or Area Liquor License under the Act including 1) that its business must be engaged in activities of dining, entertainment, or recreation, and 2) the licensed business must be open to the general public and have a seating capacity of not less than 25 persons; and

WHEREAS, the Applicant will provide evidence with its application that it can document the expenditure to the Michigan Liquor Control Commission, of not less than \$75,000.00 in the rehabilitation or restoration of the building that will house the licensed premises over a period of the preceding five (5) years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license, as required by the Act; and

WHEREAS, the Committee on City Operations met on December **[INSERT DATE]**, 2021, to review the request with affirmative action taken;

WHEREAS, the Applicant has been informed that licensure of the Proposed Licensed Premises will be subject to approval by the Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED, that City Council recommend for the reasons stated above that the Michigan Liquor Control Commission consider the request from Batter Up, LLC, for a new Class C License issued under the provisions of MCL 436.1521a(1)(b) for its business located at 621 E Michigan Ave, Lansing, MI.

BE IT FURTHER RESOLVED, the City Council affirms that the Proposed Licensed Premises, 621 E Michigan Ave, Lansing, MI is within the established boundaries of the Lansing Principal Shopping District; and

BE IT FURTHER RESOLVED, the City Council directs the City Assessor to verify via an Affidavit the total amount of public and private investment in real and personal property within the Lansing Principal Shopping District amounts to \$200,000.00 or more over the preceding 5 years beginning in year 2016.

BE IT FURTHER RESOLVED, The applicant meets the qualifications of Lansing's City Liquor Ordinances, and those required under MCL 436.1521a(1)(b) and that the license is approved "Above all others."

BE IT FINNALLY RESOLVED, that the City Clerk forward a copy of this resolution to Batter Up, LLC and the Michigan Liquor Control Commission.

Application for Development District Liquor License – City of Lansing

To apply for a Development District Liquor license, a business must be located in either a Business District listed below or in a City Redevelopment Area, as defined in Sec. 521a (2)(c)

- Tax Increment Finance Authority (TIFA) PA 450 of 1980
- Corridor Improvement Authority (CIA) PA 280 of 2006
- Downtown Development Authority (DDA) PA 197 of 1975
- Principal Shopping District (PSD) PA 120 of 1961

Per State Law, Development District Liquor Licenses require the following:

1. The amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding 5 years, or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license.
2. That the licensed business is engaged in dining, entertainment, or recreation, that is open to the general public, with a seating capacity of not less than 25 persons.

You should also be aware of the following:

- The initial enhanced license fee for licenses issued is \$20,000.
- The licenses issued under the Development District Liquor License criteria may **not be** transferred to another location.
- If the licensee goes out of business, the licensee shall surrender the license to the Commission. The governing body of the local governmental unit may approve another applicant within the redevelopment project area or development district area to replace a licensee who has surrendered the license to the Commission.
- Do not invest any money in improvements or bind yourself in any agreements until you have been officially notified by the Michigan Liquor Control Commission that your request has been approved.
- The individual signing the application shall state and demonstrate that they attempted to secure an appropriate on-premises escrowed license first or quota license which may be available within the local unit of government in which the applicant proposes to operate.

The Lansing Economic Area Partnership (LEAP) will receive, process, and represent an application for a redevelopment liquor license for the initial approval through City Council. Once City Council has approved the application it is the applicant's responsibility to carry out the remaining application process with the State Liquor Control Commission.

There is a local fee of \$1,500 per application, due to LEAP at the time of application.

Please return the completed and signed application form along with corresponding documents to:

Lansing Economic Area Partnership (LEAP)
1000 S. Washington Ave. Ste. 201
Lansing, MI 48910

Applicant and Property Information

Address to be licensed:	621 E Michigan Ave
	Lansing MI 48912
Applicant's Legal Entity Name:	Batter Up LLC
FEIN #:	
Doing business as: (if applicable)	Batter Up Bistro
Contact Name:	Cari L. DeLamielleure
Phone #:	(517) 703-4430
Email Address:	cari@batterupbistro.com
Seating Capacity:	49
Usage: (circle all that apply)	☒ Dining ☐ Entertainment ☐ Recreation

Please write a brief description of your business below and why you would like to apply for a redevelopment liquor license:

I am the owner of Batter Up Bistro, currently a breakfast and lunch destination located in Ingham County at 621 E Michigan Avenue, Lansing MI 48912. My interest in pursuing a Class-C liquor license is to 1) strengthen our presence in the community, 2) continue drawing guests from outside communities, 3) provide additional "energy" to the downtown area, 4) extend our current business hours, 5) expand our menu to include dinner, 6) offer additional employment opportunities, and 7) represent and support a community that we absolutely love.

Additional Applicant Information:

- ☐ Completed City of Lansing Treasury Information Request Form
- ☐ Completed City of Lansing Litigation Affidavit
- ☐ \$1,500 Application Fee: Lansing Economic Area Partnership (LEAP)
- ☐ Completed IRS Form W-9 for Applicant Entity
- ☐ Proof of ownership of the property where Development Liquor License is requested (a copy of the deed).
 - ☐ If not the owner of subject address, please provide a valid copy of the signed and executed lease.
- ☐ Proof that at least \$75,000 worth of personal and or real property improvements to the subject address has been made within the previous five (5) years.
 - *If \$75,000 has not been expended on the subject address please sign statement below that you agree to make such expenditures prior to any issuance of a Redevelopment Liquor License.

(Signature page follows.)

I, the undersigned, state that, to the best of my knowledge, am current on all City of Lansing and State of Michigan taxes, personal and real, as they pertain to the property and entity located at the address indicated above, and that, failure to remain current on all taxes, personal and real, may result in the denial of application, or revocation of any issued Redevelopment Liquor License.

Signature  Date 11/22/2021
Print Name Cari L. DeLamielleure

***I, the undersigned, commit to making expenditures equal to or in excess of \$75,000 relating to real and personal property at the address indicated above, having not done so in any of the previous five years, prior to the issuance of any Redevelopment Liquor License.**

Signature  Date 11/22/2021
Print Name Cari L. DeLamielleure

By signing below, the undersigned represents and warrants their authority to submit this Development District Liquor License Application on behalf of the Applicant and certifies all information provided by Application is true and correct to the best of their knowledge.

Signature  Date 11/22/2021
Print Name Cari L. DeLamielleure



New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed [Retailer License & Permit Application \(LCC-100\)](#) with the documents required to be submitted with that form and any other documents required as listed below.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Batter Up, LLC		
Address to be licensed: 621 E Michigan Ave		
City: Lansing	Zip Code: 48912	
City/township/village where license will be issued: City of Lansing		County: Ingham
Contact Name: Cari L. DeLamielleure	Phone: (517) 703-4430	Email: cari@batterupbistro.com
Mailing address (if different from above):		
City:	Zip Code:	

I am applying for the following on-premises redevelopment or development district license:

☐ **MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5**

Select one: ☐ Class C ☐ B-Hotel ☐ Tavern ☐ A-Hotel

- The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
 - Investment of not less than \$50 million in cities, townships, or villages having a population of 50,000 or more
 - Investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
- The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
- The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
- The initial enhanced license fee for a license issued under this section is \$20,000.00

☒ **MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5**

Select one: ☒ Class C ☐ B-Hotel ☐ Tavern ☐ A-Hotel

- The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
 - Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
 - Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
 - Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
 - Principal Shopping District under Public Act 120 of 1961
- The total investment in real and personal property within the development district or area shall not be less than \$200,000.00 over a period of the preceding five (5) years
- The building shall be a restoration or rehabilitation of an existing building and **cannot be a brand new building**
- The building that will house the proposed licensed premises must have at least \$75,000.00 expended for the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least \$75,000.00 in the building that must be expended before the license is issued
- The licensed business must be engaged in activities related to dining, entertainment, or recreation
- The licensed business must be open to the general public and have a seating capacity of not less than 25 persons
- The initial enhanced license fee for a license issued under this section is \$20,000.00

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents

- | |
|--|
| ☐ Resolution from local governmental unit establishing the redevelopment project area |
| ☐ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none">• The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).• Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area. |
| ☐ Legible map of the redevelopment project area which clearly labels all street names |

Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents

- | |
|---|
| ☒ Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established: <ul style="list-style-type: none">• Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities• Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities• Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities• Public Act 120 of 1961 for Principal Shopping Districts |
| ☒ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none">• The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015). |
| ☒ Legible map of the development district or area which clearly labels all street names |

Part 3 - Available License Search

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

- | |
|--|
| ☒ I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located. <ul style="list-style-type: none">• Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.• Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.• Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.• Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.• Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available. |
| ☐ There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located. |
| ☒ There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located. |

Part 4 - Local Governmental Approval

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the [Local Governmental Unit Approval Form \(LCC-106\)](#) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C* license issued under the provisions of MCL 436.1521a(1)(b)

**May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

Part 5 - Signature of Applicant

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Cari L. DeLamielleure, Owner



11/22/2021

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in 2006 in an effort to promote economic development in qualifying communities, the Michigan Legislature passed Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1)(b), which established the criteria for a new Class C Development District or Area Liquor Licenses; and

WHEREAS, through the provisions of Public Act 501 of 2006, as amended (“Act”) the Michigan Liquor Control Commission (LCC) may issue new public on-premises liquor licenses in order to allow cities to enhance the quality of life for their residents and visitors to their communities; and

WHEREAS, the issuance of a Development District Liquor License under Section 521a(1)(b) of the Act requires a proposed licensed premises to be located in one of the development districts or areas listed in MCL 436.1521a(1)(b); and

WHEREAS, pursuant to Public Act 120 of 1961 for Principal Shopping Districts, the Lansing City Council created the Lansing Principal Shopping District by Resolution in 1996 which is listed as a qualifying development district or area under MCL 436.1521a(1)(b); and

WHEREAS, the City of Lansing received a request from Batter Up, LLC (“Applicant”) regarding its intention to apply to the Michigan Liquor Control Commission for a new Class C Development District or Area Liquor License for its business located at 621 E. Michigan Ave, Lansing, MI 48912-1152 (“Proposed Licensed Premises”) which is located within the Lansing Principal Shopping District; and

WHEREAS, the Applicant has affirmed that the Proposed Licensed Premises meets the statutory requirements for a Development District or Area Liquor License under the Act including 1) that its business must be engaged in activities of dining, entertainment, or recreation, and 2) the licensed business must be open to the general public and have a seating capacity of not less than 25 persons; and

WHEREAS, the Applicant will provide evidence with its application that it can document the expenditure to the Michigan Liquor Control Commission, of not less than \$75,000.00 in the rehabilitation or restoration of the building that will house the licensed premises over a period of the preceding five (5) years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license, as required by the Act; and

WHEREAS, the Committee on City Operations met on December **[INSERT DATE]**, 2021, to review the request with affirmative action taken;

WHEREAS, the Applicant has been informed that licensure of the Proposed Licensed Premises will be subject to approval by the Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED, that City Council recommend for the reasons stated above that the Michigan Liquor Control Commission consider the request from Batter Up, LLC, for a new Class C License issued under the provisions of MCL 436.1521a(1)(b) for its business located at 621 E Michigan Ave, Lansing, MI.

BE IT FURTHER RESOLVED, the City Council affirms that the Proposed Licensed Premises, 621 E Michigan Ave, Lansing, MI is within the established boundaries of the Lansing Principal Shopping District; and

BE IT FURTHER RESOLVED, the City Council directs the City Assessor to verify via an Affidavit the total amount of public and private investment in real and personal property within the Lansing Principal Shopping District amounts to \$200,000.00 or more over the preceding 5 years beginning in year 2016.

BE IT FURTHER RESOLVED, The applicant meets the qualifications of Lansing's City Liquor Ordinances, and those required under MCL 436.1521a(1)(b) and that the license is approved "Above all others."

BE IT FINNALLY RESOLVED, that the City Clerk forward a copy of this resolution to Batter Up, LLC and the Michigan Liquor Control Commission.

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

Resolution to Set a Public Hearing Regarding the Establishment of an Obsolete
Property Rehabilitation Act District at 224 South Washington Square, Lansing, Michigan

WHEREAS, RBM Properties, LLC has requested, in writing to the City Clerk, that the City of Lansing establish an Obsolete Property Rehabilitation Act District (the "OPRA District") for the property commonly known as 224 South Washington Square, Lansing, Michigan (the "Property"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the Property in question of the OPRA District located at 224 South Washington Square, Lansing, Michigan, is legally described as:

Lots 25 and 26, Board of State Auditor's Subdivision of the East one-half of Block 115, Original Plat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 26, Ingham County Records, Parcel Number: 33-01-01-16-328-062; and

WHEREAS, the Act requires that before granting a District the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, owners of real property within the proposed OPRA District, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA District.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, **[INSERT DATE]** at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA District under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

The Lansing City Council will hold a public hearing on Monday, **[INSERT DATE]** at 7:00 p.m. in the City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave., Lansing, MI 48933, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 224 South Washington Square, Lansing, Michigan, legally described as:

Lots 25 and 26, Board of State Auditor's Subdivision of the East one-half of Block 115, Original Plat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 26, Ingham County Records.

Parcel Number: 33-01-01-16-328-062

Approval of this District will allow the owners of real property within the District to apply for an abatement of certain property taxes for the improvements to their property located within the District. Further information regarding this issue may be obtained from Kris Klein, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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

Chris Swope, Lansing City Clerk, MMC/CMMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

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

WHEREAS, in 2006 in an effort to promote economic development in qualifying communities, the Michigan Legislature passed Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, being MCL 436.1521a, which established the criteria for Development District or Redevelopment Area Liquor Licenses; and

WHEREAS, through the provisions of Public Act 501 of 2006, as amended ("Act") the Michigan Liquor Control Commission (LCC) may issue new public on-premises liquor licenses in addition to quota licenses in order to allow cities to enhance the quality of life for their residents and visitors to their communities; and

WHEREAS, The issuance of a Redevelopment Area Liquor License under Section 521a(1)(a) of the Act requires the Licensed Premises to be located in a "Redevelopment Project Area"; and

WHEREAS, pursuant to the Act, the City of Lansing has the authority to establish Redevelopment Project Areas within the City of Lansing; and

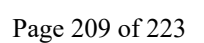
WHEREAS, the Committee on Development and Planning met on December 7, 2021, to review the establishment of the Red Cedar Redevelopment Project Area with affirmative action taken;

NOW THEREFORE BE IT RESOLVED, that the following property is hereby approved and established as a Redevelopment Project Area as provided by Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, as amended, hereafter designated as the "Red Cedar Redevelopment Project Area" and described as:

The area within E. Michigan Avenue to the north, W. Brody Road to the east, Kalamazoo Street and the Red Cedar River to the south, and S. Clippert Street to the west within the corporate boundaries of the City of Lansing (as shown in the attached map).

BE IT FINALLY RESOLVED, that this resolution shall not be construed as the City Council's recommendation of any future application for a Redevelopment Area Liquor License.

RED CEDAR REDEVELOPMENT PROJECT AREA

 - Redevelopment Project Area Boundary

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in 2006 in an effort to promote economic development in qualifying communities, the Michigan Legislature passed Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, being MCL 436.1521a, which established the criteria for Redevelopment Area Liquor Licenses; and

WHEREAS, through the provisions of Public Act 501 of 2006, as amended (“Act”) the Michigan Liquor Control Commission (LCC) may issue new public on-premises liquor licenses in addition to quota licenses in order to allow cities to enhance the quality of life for their residents and visitors to their communities; and

WHEREAS, The issuance of a Redevelopment Area Liquor License under Section 521a(1)(a) of the Act requires a proposed licensed premises to be located in a “Redevelopment Project Area”; and

WHEREAS, pursuant to the Act, the City of Lansing established the Red Cedar Redevelopment Project Area; and

WHEREAS, the City of Lansing received a request from Hooked Community, LLC (“Applicant”) regarding its intention to apply to the Michigan Liquor Control Commission for a New Class C Redevelopment Area Liquor License for its business located at 3124 E Michigan Ave, Suite F Lansing, MI, 48912 (“Proposed Licensed Premises”) which is located within the Red Cedar Redevelopment Project Area; and

WHEREAS, the Applicant has affirmed that the Proposed Licensed Premises meets the statutory requirements for a Redevelopment Area Liquor License under the Act including 1) that its business must be engaged in activities of dining, entertainment, or recreation and provide that activity not less than five (5) days per week, and 2) the licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week; and

WHEREAS, the Committee on City Operations met on December 1, 2021, to review the request with affirmative action taken;

WHEREAS, the Applicant has been informed that licensure of the Proposed Licensed Premises will be subject to approval by the Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED, that City Council recommends for the reasons stated above that the Michigan Liquor Control Commission consider the request from Hooked Community, LLC, for a New Class C License issued under the provisions of MCL 436.1521a(1)(a) for its business located at 3124 E Michigan Ave, Suite F Lansing, MI, 48912 within the Red Cedar Redevelopment Project Area.

BE IT FURTHER RESOLVED, the City Council directs the City Assessor to verify via an Affidavit 1) the total amount of investment in real and personal property within the Red Cedar Redevelopment Project Area of the City of Lansing during the preceding 3 years, and 2) the amount of investment money expended for manufacturing, industrial, residential, and commercial development within the Red Cedar Redevelopment Project Area of the City of Lansing during the preceding 3 years.

BE IT FINALLY RESOLVED, that the City Clerk forward a copy of this resolution to Hooked Community, LLC and the Michigan Liquor Control Commission.



New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed [Retailer License & Permit Application \(LCC-100\)](#) with the documents required to be submitted with that form and any other documents required as listed below.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Batter Up, LLC		
Address to be licensed: 621 E Michigan Ave		
City: Lansing	Zip Code: 48912	
City/township/village where license will be issued: City of Lansing		County: Ingham
Contact Name: Cari L. DeLamielleure	Phone: (517) 703-4430	Email: cari@batterupbistro.com
Mailing address (if different from above):		
City:	Zip Code:	

I am applying for the following on-premises redevelopment or development district license:

☐ **MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5**

Select one: ☐ Class C ☐ B-Hotel ☐ Tavern ☐ A-Hotel

- The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
 - Investment of not less than \$50 million in cities, townships, or villages having a population of 50,000 or more
 - Investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
- The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
- The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
- The initial enhanced license fee for a license issued under this section is \$20,000.00

☒ **MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5**

Select one: ☒ Class C ☐ B-Hotel ☐ Tavern ☐ A-Hotel

- The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
 - Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
 - Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
 - Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
 - Principal Shopping District under Public Act 120 of 1961
- The total investment in real and personal property within the development district or area shall not be less than \$200,000.00 over a period of the preceding five (5) years
- The building shall be a restoration or rehabilitation of an existing building and **cannot be a brand new building**
- The building that will house the proposed licensed premises must have at least \$75,000.00 expended for the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least \$75,000.00 in the building that must be expended before the license is issued
- The licensed business must be engaged in activities related to dining, entertainment, or recreation
- The licensed business must be open to the general public and have a seating capacity of not less than 25 persons
- The initial enhanced license fee for a license issued under this section is \$20,000.00

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents

- ☐ Resolution from local governmental unit establishing the redevelopment project area
- ☐ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following:
 - The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).
 - Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.
- ☐ Legible map of the redevelopment project area which clearly labels all street names

Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents

- ☒ Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established:
 - Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities
 - Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities
 - Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities
 - Public Act 120 of 1961 for Principal Shopping Districts
- ☒ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following:
 - The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).
- ☒ Legible map of the development district or area which clearly labels all street names

Part 3 - Available License Search

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

- ☒ I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located.
 - Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.
 - Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.
 - Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.
 - Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.
 - Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.
- ☐ There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.
- ☒ There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.

Part 4 - Local Governmental Approval

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the [Local Governmental Unit Approval Form \(LCC-106\)](#) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C* license issued under the provisions of MCL 436.1521a(1)(b)

**May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

Part 5 - Signature of Applicant

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Cari L. DeLamielleure, Owner



11/22/2021

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____

Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Batter Up, LLC	
Address: 621 E Michigan Ave	
City: Lansing	Zip Code: 48912

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Cari L DeLamielleure - 619 1/2 E Michigan Ave, Lansing MI 48912	100%	08/17/2017
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
Cari L DeLamielleure - 619 1/2 E Michigan Ave, Lansing MI 48912		



Michigan Department of Licensing and Regulatory Affairs

Liquor Control Commission (MLCC)

Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name and address of Managers, pursuant to administrative rule R 436.1111:

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title:	Cari L DeLamielleure, Owner
Name & Title:	_____
Name & Title:	_____
Name & Title:	_____
Name & Title:	_____

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Cari L. DeLamielleure, Owner

10/20/21

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

Please return this completed form to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in 2006 in an effort to promote economic development in qualifying communities, the Michigan Legislature passed Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1)(b), which established the criteria for a new Class C Development District or Area Liquor Licenses; and

WHEREAS, through the provisions of Public Act 501 of 2006, as amended ("Act") the Michigan Liquor Control Commission (LCC) may issue new public on-premises liquor licenses in order to allow cities to enhance the quality of life for their residents and visitors to their communities; and

WHEREAS, the issuance of a Development District Liquor License under Section 521a(1)(b) of the Act requires a proposed licensed premises to be located in one of the development districts or areas listed in MCL 436.1521a(1)(b); and

WHEREAS, pursuant to Public Act 120 of 1961 for Principal Shopping Districts, the Lansing City Council created the Lansing Principal Shopping District by Resolution in 1996 which is listed as a qualifying development district or area under MCL 436.1521a(1)(b); and

WHEREAS, the City of Lansing received a request from Batter Up, LLC ("Applicant") regarding its intention to apply to the Michigan Liquor Control Commission for a new Class C Development District or Area Liquor License for its business located at 621 E. Michigan Ave, Lansing, MI 48912-1152 ("Proposed Licensed Premises") which is located within the Lansing Principal Shopping District; and

WHEREAS, the Applicant has affirmed that the Proposed Licensed Premises meets the statutory requirements for a Development District or Area Liquor License under the Act including 1) that its business must be engaged in activities of dining, entertainment, or recreation, and 2) the licensed business must be open to the general public and have a seating capacity of not less than 25 persons; and

WHEREAS, the Applicant will provide evidence with its application that it can document the expenditure to the Michigan Liquor Control Commission, of not less than \$75,000.00 in the rehabilitation or restoration of the building that will house the licensed premises over a period of the preceding five (5) years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license, as required by the Act; and

WHEREAS, the Committee on City Operations met on December **[INSERT DATE]**, 2021, to review the request with affirmative action taken;

WHEREAS, the Applicant has been informed that licensure of the Proposed Licensed Premises will be subject to approval by the Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED, that City Council recommend for the reasons stated above that the Michigan Liquor Control Commission consider the request from Batter Up, LLC, for a new Class C License issued under the provisions of MCL 436.1521a(1)(b) for its business located at 621 E Michigan Ave, Lansing, MI.

BE IT FURTHER RESOLVED, the City Council affirms that the Proposed Licensed Premises, 621 E Michigan Ave, Lansing, MI is within the established boundaries of the Lansing Principal Shopping District; and

BE IT FURTHER RESOLVED, the City Council directs the City Assessor to verify via an Affidavit the total amount of public and private investment in real and personal property within the Lansing Principal Shopping District amounts to \$200,000.00 or more over the preceding 5 years beginning in year 2016.

BE IT FURTHER RESOLVED, The applicant meets the qualifications of Lansing's City Liquor Ordinances, and those required under MCL 436.1521a(1)(b) and that the license is approved "Above all others."

BE IT FINNALLY RESOLVED, that the City Clerk forward a copy of this resolution to Batter Up, LLC and the Michigan Liquor Control Commission.

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

November 19, 2021

Hon. Peter Spadafore
President, Lansing City Council
124 W Michigan, Floor 10
Lansing, MI 48933

Council President Spadafore and Members of the Lansing City Council,

I am writing to request that the Lansing City Council take up the recently-introduced resolution allowing the Mayor to negotiate a multi-year contract, if necessary, with the police department and fire department chief candidates.

As you know, Lansing City Charter provision 6-401 requires that employment contracts for City department directors be limited to a maximum term of one year. Additionally, in the event that a position cannot reasonably be filled with a qualified individual an exemption may be made upon written recommendation of the mayor and the approval of City Council by resolution.

With the recent turnover in these departments, I believe that a multi-year candidate could provide stability that we need for both of these departments. Additionally, I believe we will ensure that we have the best candidates for each of these positions if we have this tool in the toolbox to offer to someone.

Additionally, adoption of this resolution will make Lansing more competitive with other employers by providing potential hires with job stability. The City is currently recruiting candidates nationwide; we need to be sure we have a competitive advantage to recruit by allowing for longer-term contracts as is done in other communities.

Thank you for your consideration of this request and the resolution sent to City Council.

Sincerely,

A handwritten signature in blue ink, appearing to read "AS", is written over the word "Sincerely,".

Andy Schor
Mayor
City of Lansing

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

WHEREAS, the Lansing City Charter provision 6-401 requires that employment contracts for City department directors be limited to a maximum term of one year; and

WHEREAS, in the event that a position cannot reasonably be filled with a qualified individual under the terms enumerated in Charter provision 6-401, an exemption may be made upon written recommendation of the mayor and the approval of City Council by resolution; and

WHEREAS, the City of Lansing is actively searching for a Police Chief and Fire Chief; and

WHEREAS, the Mayor has sent a written recommendation to City Council requesting that an exemption be made to the one-year contract limitation of Charter provision 6-401 for the current open positions of Police Chief and Fire Chief; and

WHEREAS, the quality of candidates for the position of Police Chief and Fire Chief would be enhanced, if the City could offer a multi-year employment agreement

NOW, THEREFORE BE IT RESOLVED, that City Council approves the recommended exemption to Charter provision 6-401, and therefore will allow the Mayor to offer a multi-year employment agreement to a qualified candidate for the current open positions of Police Chief and Fire Chief; and

BE IT FINALLY RESOLVED THAT, once the Police Chief and Fire Chief positions have been filled, any additional requests for exemptions shall be made via written recommendation for City Council review and approval



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Thursday, November 18, 2021

Charles S Quoss, Applicant
c/o Q5 DISTILLERY, LLC
scott@vanssports.com

RID # RQ-2111-18899 **Reference/Transaction:** TRANSFER OWNERSHIP 2021 SMALL DISTILLER LICENSE, CONSUMER SAMPLING EVENT LICENSE WITH ON-PREMISES TASTING ROOM PERMIT, AND OUTDOOR SERVICE (1 AREA) FROM AMERICAN FIFTH SPIRITS CO.; NEW BRANDY MANUFACTURER LICENSE; NEW MIXED SPIRIT DRINK MANUFACTURER LICENSE; NEW SUNDAY SALES PERMIT (PM) AT 112 N LARCH ST, LANSING, MI 48912-1244 IN LANSING CITY IN INGHAM COUNTY

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Q5 DISTILLERY, LLC

Business address and phone number: 112 N LARCH ST, LANSING, MI 48912-1244 IN LANSING CITY IN INGHAM COUNTY

Home address and phone number of partner(s)/subordinates:

Charles Scott Quoss; 281 Greentree Lane NE Ada MI 49301; Business: 616-364-0666; Cell: 517-974-4446

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: AMERICAN FIFTH SPIRITS CO. rickw@americanfifthspirits.com
LANSING CITY city.clerk@lansingmi.gov

You will not be called to speak unless all required blanks on this form are completed.

①



Public Comment on City Government Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Government Related Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

Each member of the public who has registered to speak will have up to a total of three minutes to address Council on City Government Related Matters that concern them. A **City Government Related Matter** is an issue or topic relevant to the operation or governance of the City.*

Topic(s) to be addressed Sidewalk/Roads fix & Red tag city
Name (print) DIANNE SHORTER E-Mail (optional) Oliveoilsalad1977
Address (street, city, zip) 316 South FRENCH AVE @gmail
FRANCIS com
Company or organization represented, etc. (if applicable) self
Signature Dianne Shorter

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

(2)

You will not be called to speak unless all required blanks on this form are completed.



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Topic(s) to be addressed City of Lansing

Name (print) Daniel Arnold E-Mail (optional) _____

Address (street, city, zip) 535 N. Cedar Apt 2, #304

Company or organization represented, etc. (if applicable) _____

Signature [Signature]

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