



**AGENDA**  
**Committee on Public Services**  
**Monday, July 8, 2019 @ 3:30 p.m. (note day/time)**  
**City Council Conference Room, City Hall 10<sup>th</sup> Floor**

Council Member Peter Spadafore, Chair  
Council Member Kathie Dunbar, Vice Chair  
Council Member Jeremy Garza, Member

- 1) Call to Order**
- 2) Public Comment on Agenda Items**
- 3) Minutes**
  - June 18, 2019
- 4) Discussion/Action:**
  - A.) RESOLUTION – ACT-13-2019; Grant Easement –  
600 Block East Michigan Avenue Public Right of Way;  
600 E. Michigan Lansing LLC
- 5) Other**
- 6) Adjourn**



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## **MINUTES**

**Committee on Public Service**  
**Tuesday, June 18, 2019 @ 4:00 p.m.**  
**City Hall, Conference Room, 10<sup>th</sup> Floor**

### **CALL TO ORDER**

The meeting was called to order at 4:09 p.m.

### **ROLL CALL**

Council Member Peter Spadafore, Chair  
Council Member Kathie Dunbar, Vice Chair  
Council Member Jeremy Garza, Member- excused

### **OTHERS PRESENT**

Sherrie Boak, Council Office Manager  
Greg Venker, Assistant City Attorney  
Lisa Hagen, Assistant City Attorney

### **Public Comments**

No public comments.

Council Member Spadafore passed the gavel to Council Member Dunbar.

### **Minutes**

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM JUNE 4, 2019. MOTION CARRIED 2-0.

Council Member Dunbar passed the gavel to Council Member Spadafore.

### **Discussion**

RESOLUTION – Introduction and Set Public Hearing; Ordinance to amend the Lansing Codified Ordinances by Amending Chapter 606, Section 606.03 to require signs or advertisements on sales and auctions to include contact information

Council Member Spadafore explained to the Committee that currently there is no requirement for an address on a sign advertising sales or auctions noting the location of the sale. To address will be required so not to have it stay in the right of way indefinitely. This will require the address of the sale and contact information of the person conducting the sale. Council Member Spadafore confirmed he also spoke to Economic Development & Planning and they do not have an issue with the change. Council Member Dunbar asked how the change would address farm market signs that are put up weekly with directional arrows. Council Member Spadafore confirmed those are in violation of the current ordinance, but without having to redo

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the signs completely, the organizations could create labels for the signs with the now required information. These amendments will address signs being left indefinitely on the streets.

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION TO INTRODUCE AND SET THE PUBLIC HEARING FOR JULY 8, 2019 ON THE ORDINANCE TO AMEND CHAPTER 606, SECTION 606.03. MOTION CARRIED 2-0.

**Other**

No other discussions.

**ADJOURN**

The meeting was adjourned at 4:14 p.m.

Submitted by Sherrie Boak,

Recording Secretary

Lansing City Council

Approved: \_\_\_\_\_

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

**Act-13-2019, 600 Block East Michigan Avenue Public Right of Way, 600 E Michigan Lansing LLC Footing Easement**

WHEREAS, 600 E Michigan Lansing LLC requests an easement along the south edge of the Michigan Avenue public right of way between Larch Street and the East Street public right of way for a building footing; and

WHEREAS, the proposed building will contain a grocery store, hotel and housing; and

WHEREAS, the proposed easement would extend approximately 2' into the Michigan Avenue right of way at a depth of between 2' and 9'; and

WHEREAS, the location of the proposed building footing would not conflict with any known underground utilities; and

WHEREAS, the relocation of any utilities found during construction would be the responsibility of 600 E Michigan Lansing LLC; and

WHEREAS, the Planning Board, at its meeting on July 2, 2019 reviewed the location, character, and extent of the proposal in accordance with its Act 33 Review procedures and found that:

- The easement is located in a commercial area, and the proposed footing would not interfere with existing utilities or the public's use of the right of way,
- The footing will be installed underground, so the effect on the character of the surrounding area is negligible,
- The width of the proposed easement (2') is necessary and appropriate to install and maintain the footing, and will not adversely affect City operations or public use of the right of way; and

WHEREAS, the Planning Board voted unanimously (4-0) to recommend approval of Act-13-2019, a non-exclusive easement to 600 E Michigan Lansing LLC to locate an underground building footing along the south edge of the Michigan Avenue public right of way between Larch Street and the East Street right of way; and

WHEREAS, the estimated the value of the subject easement is \$2,980.00; and

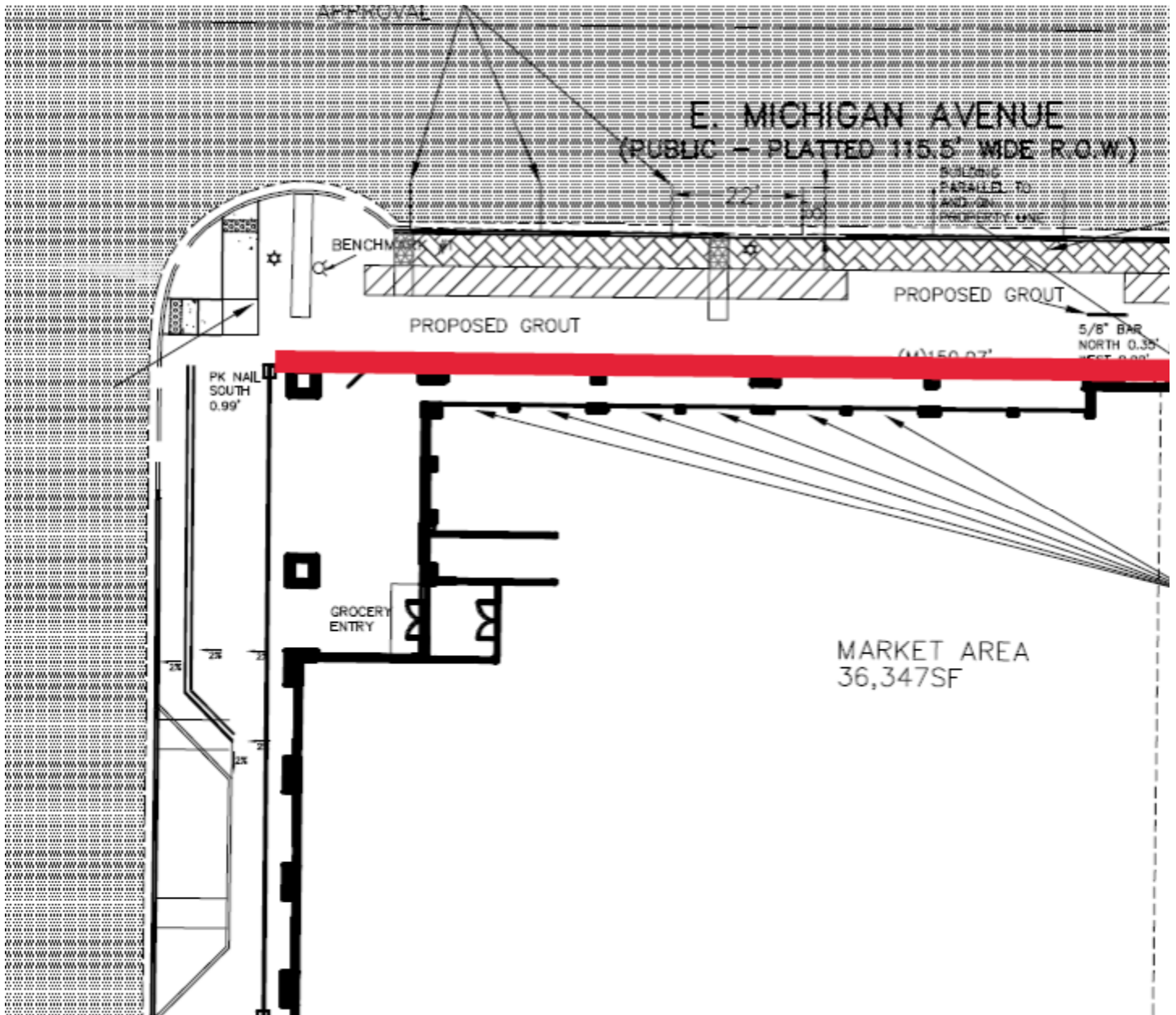
WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board, and concurs therewith;

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves Act-13-2019, a non-exclusive easement to 600 E Michigan Lansing LLC, legally described as:

An area of land between two and six feet below the surface and within Michigan Avenue, City of Lansing, Ingham County, Michigan, the limits of said area described as: Commencing at the Northwest corner of Connard's Subdivision of Lot 1, Block 242, Original Plat, City of Lansing, as recorded in Liber 1 of Plats, Page 31, Ingham County Records; thence S89°25'55"E along the North line of said Connard's Subdivision 3.11 feet to the point of beginning of this easement description; thence N00°34'05"E perpendicular to said North line 2.50 feet; thence S89°25'55"E parallel with said North line 372.33 feet; thence S00°34'05"W perpendicular to said North line 2.50 feet to said North line; thence N89°25'55"W along said North line 372.33 feet to the point of beginning; said area containing 0.02 acre more or less; said area subject to all other easements and restrictions if any.

for the purpose of installing and maintaining a building footing across the south side of the right of way, for the sum of Two Thousand Nine Hundred and Eighty Dollars (\$2,980.00).

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents necessary to effectuate the aforementioned transaction(s), subject to their prior approval as to content and form by the City Attorney.



**Jason Kildea**  
 DIRECTOR OF CONSTRUCTION MANAGEMENT

**GILLESPIE GROUP**  
 330 Marshall Street, Suite 100  
 Lansing, MI 48912  
 517-333-4123-Office  
 517-204-1516 Cell  
[www.gillespie-group.com](http://www.gillespie-group.com)



**SPECIFICATIONS**

**SANITARY SEWERS**

- All sanitary sewer construction shall comply with the Construction Standards of City of Lansing and shall be subject to the inspection and approval of the City.
- All sanitary sewer main piping shall be PVC SDR 26.
- All pipe to be laid with the aid of laser equipment.
- All sanitary sewer manholes shall be in accordance with Construction Standards of the City of Lansing with Neenah R-1784 or E.J.I.W. 1060-B covers for manholes.
- Trench width shall be maintained to a point at least 12" above the top of the pipe to ensure bedding conditions.
- All sanitary leads shall be 6" PVC SDR 23.5 installed at minimum slope of 1%.
- A sewer permit shall be obtained from the Public Service Department, 7th floor City Hall, by a drain layer licensed by the city.
- All sewer work shall be performed by a drain layer licensed by the City. Prior to working on sidewalk, curb and gutter, or drive approaches within the right of way the owner or contractor shall obtain a permit from the Public Service Department, 7th floor City Hall.
- All sanitary sewer leads to be constructed with clean-outs.
- All sanitary sewer manhole and pipe joints shall be equipped with nitrile gaskets.

**STORM SEWER**

- All storm sewer construction shall comply with the requirements of the City of Lansing and shall be subject to their inspection and approval.
- All storm sewer 10" and smaller shall be PVC SCH 40, PVC SDR 23, 5, or C-700 ES.
- All storm sewer pipe 12" and larger shall be C-76, Class III reinforced concrete pipe.
- All storm sewer joints shall be equipped with nitrile gaskets. (See Due Care Compliance Documents)
- All pipe to be laid with the aid of laser equipment.
- All storm sewer manholes and catch basins shall be in accordance with the City of Lansing and shall be subject with Neenah R-1784 or E.J.I.W. 1060-B covers for manholes. E.J.I.W. 7045 or Neenah R-3031-A for Standard curb inlets, E.J.I.W. 7065 or Neenah R-3034-B for rolled curb inlets, E.J.I.W. 6508 or Neenah R-4340-A for Beehive Grate or castings as indicated on the plans.
- All catch basins and yard drains shall have a three foot deep sump.

**WATER SYSTEM**

- All water system construction shall comply with the Construction Standards of the Lansing Board of Water and Light.

**PARKING SUMMARY**

DESCRIPTION	STD	ADA VAN	ADA	TOTAL
TOTAL	264	3	10	277

STANDARD SPACES = 9'-0" X 18'-0" SPACES AT 90°  
 ADA SPACES = 8'-0" X 18'-0" W/ 5'-0" ACCESS AISLE AT 90°  
 ADA VAN SPACES = 8'-0" X 18'-0" W/ 8'-0" ACCESS AISLE AT 90°  
 STREET SPACES = 8'-0" X 22'-0" PARALLEL TO STREET (MICHIGAN AVE, HOTEL ENTRANCE)

**PARKING ALLOCATION KEY**

DESCRIPTION	SPACES
RETAIL	100
HOTEL	121
RESIDENTIAL	67



**EX. LEGEND**

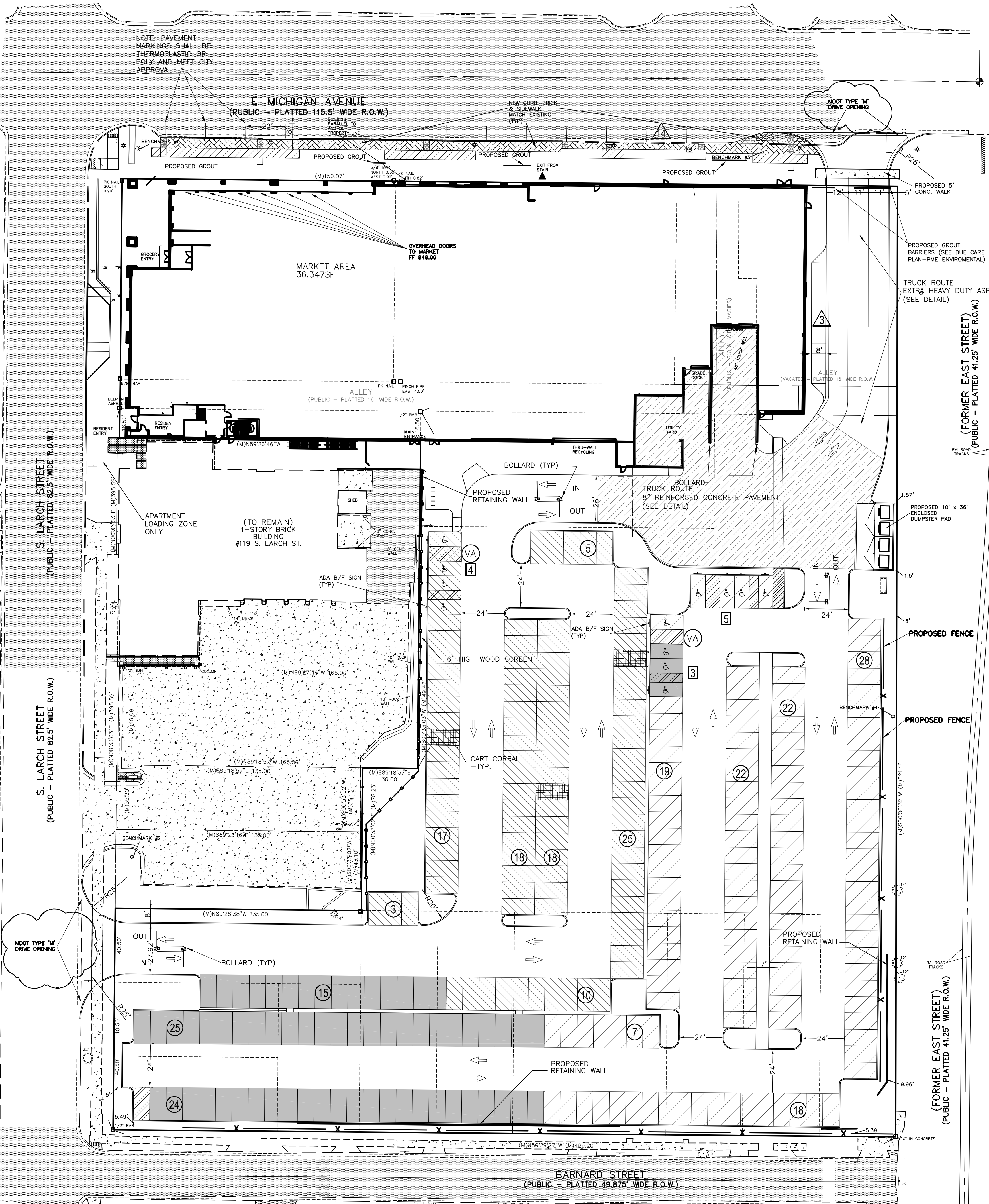
- = SET 1/2" BAR WITH CAP
- = FOUND IRON AS NOTED
- = DEED LINE
- = DISTANCE NOT TO SCALE
- = FENCE
- = ASPHALT
- = CONCRETE
- = GRAVEL
- = STEEL PLATE
- = ADA PLATE
- = PORCH/DECK/STAIRS
- = BRICK
- = BUILDING OVERHANG
- ⊙ = ELECTRIC MANHOLE
- ⊙ = TELEPHONE MANHOLE
- ★ = LIGHT POLE (BASE ONLY)
- = SIGN
- ⊙ = POST/BOLLARD
- ☀ = DECIDUOUS TREE
- ☀ = CONIFEROUS TREE
- ☀ = AIR CONDITIONING UNIT
- ⊙ = PARKING METER

**LBWL NOTES**

- MAINTAIN A MINIMUM OF 10 FT HORIZONTAL AND 18 INCHES OF VERTICAL SEPARATION BETWEEN WATER AND SEWERS, AND A MINIMUM OF 3 FT HORIZONTAL AND 12 INCHES OF VERTICAL SEPARATION BETWEEN WATER AND OTHER UTILITIES.
- ALL WATER MAIN AND SERVICES TO BE INSTALLED IN ACCORDANCE TO BNL STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO CONTACT THE BNL AT LEAST 72 HOURS PRIOR TO SCHEDULED SHUT OFFS TO COORDINATE SHUT DOWN AND TURN ON ACTIVITIES.
- LBWL IS NOT RESPONSIBLE FOR REPLACEMENT, REPAIR, OR MAINTENANCE OF SIDEWALKS THAT HAVE BEEN DAMAGED OR REMOVED DURING REPAIR, MAINTENANCE, REPLACEMENT OR INSPECTION OF WATERMANS AND RELATED FEATURES.
- ALL PUBLIC WATER OUTSIDE OF R.O.W. SHALL BE WITHIN A 20' PUBLIC EASEMENT.
- ALL DUCTILE IRON WATER MAIN SHALL BE PRESSURE CLASS 350. ALL COPPER PIPE SHALL BE TYPE "K".
- ALL WORK ON LBWL WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED BY THE LBWL OR BY A LBWL APPROVED CONTRACTOR WITH A LBWL INSPECTOR ON-SITE.
- A LBWL WATER SERVICE AGREEMENT SHALL BE PUT IN PLACE PRIOR TO CONSTRUCTION OF ANY WATER RELATED ITEMS.

**SHEET INDEX**

- COVER SHEET
- SITE & UTILITY PLAN NORTH
- SITE & UTILITY PLAN SOUTH
- GRADING PLAN NORTH
- GRADING PLAN SOUTH
- SESC PLAN NORTH
- SESC PLAN SOUTH
- LANDSCAPE PLAN NORTH
- LANDSCAPE PLAN SOUTH
- PLAN & PROFILE
- DEMOLITION PLAN
- EXISTING PLAN NORTH
- EXISTING PLAN SOUTH
- PLAN & PROFILE
- SESC/DETAIL SHEET
- SESC/DETAIL SHEET
- DETENTION DETAIL SHEET
- BIORETENTION DETAIL SHEET

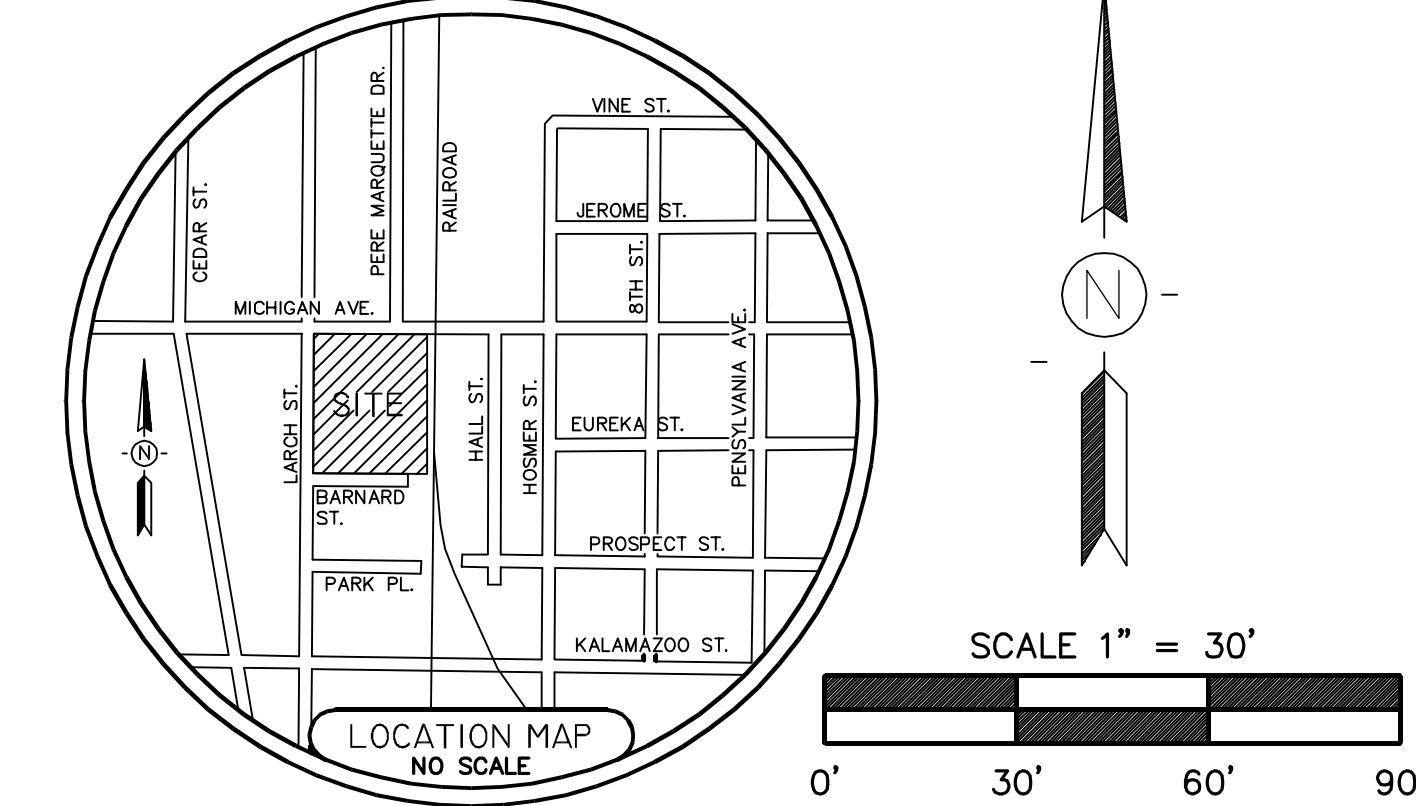


⓪ DENOTES NUMBER OF B/F SPACES (VA) DENOTES VAN ACCESS B/F SPACES (⓪) DENOTES PROPOSED NUMBER OF 9' X 18' PARKING SPACES (⓪) DENOTES PROPOSED NUMBER OF 8' X 22' PARKING SPACES

**600 E. Michigan Project**  
 CITY OF LANSING, INGHAM COUNTY, MICHIGAN

**CLIENT:**  
 GILLESPIE GROUP  
 330 MARSHALL ST.  
 LANSING, MI 48912  
 PH: (517) 333-4123  
 FAX: (517) 333-6225

**ENGINEER/SURVEYOR:**  
 KEBS, INC.  
 2116 HASLETT RD.  
 HASLETT, MI 48840  
 PH: (517) 339-1014  
 FAX: (517) 339-8047



**LEGAL DESCRIPTION:**  
 A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision and the West line of said Block 242 a distance of 164.81 feet to the North line of the South 1/2 of the North 1/2 of Lot 2, Block 242; thence S89°23'16"E along said North line 135.00 feet to the East line of the West 135 feet of said Lot 2, Block 242; thence N00°33'02"E along said East line 35.13 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 21, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.32 acres more or less; said parcel subject to all easements and restrictions if any.

**GENERAL**

- Any unstable soil (such as peat, muck, marl, soft blue clay, topsoil, etc.) which is encountered beneath proposed utilities, parking lots and structures, drives and buildings shall be removed down to sound subsoil and backfilled with sand and gravel as needed to reach finished grade. Such fill shall be compacted in 6" layers to 95% of max. density. The decision on material for bedding and backfill shall be made by the Engineer.
- Information on depth, size, etc., of all other underground utilities shown herein is plan information only obtained from the utility company involved. Prior to any final designing or construction it is recommended that all utility companies, agencies, departments, etc., involved be contacted for verification of such locations.
- The locations, size and elevation of sewers and related structures shown herein, were obtained through a survey completed by KEBS, Inc. KEBS, Inc. is not responsible for information on any other sewers, drains or related structures not found and not shown hereon, that may cross, parallel, lie contiguous to or service this site.
- For protection of underground utilities, the contractor shall dial 800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.
- All existing roads, driveways and yards disturbed during construction shall be restored by the contractor to its original condition.
- All sewer pipe shall be bedded with CL III granular material. Class material shall be used in backfilling all sewer trenches to 1" above the sewer pipe.
- All compaction of trenches within the roadways shall be to 95% density. Equipment such as a small dozer in the trenches and a hoe-pack around the structures will be required, or equipment capable of reaching 95% density.
- Contractor shall be responsible for obtaining all permits required for construction.
- Contractor shall be responsible for maintaining As-Built drawings of all lot lead locations and drawings shall be available to the Engineer upon request.

**STREETS**

- PER CITY OF LANSING OR MDOT SPECIFICATIONS.

**BICYCLE PARKING:**

G1 ZONING ALLOWS FOR 5% OF REQUIRED PARKING  
 MULTI-RESIDENTIAL 2 SPACES PER 10 UNITS = 2 X (40/10) = 8  
 HOTEL 2 SPACES PER 50 UNITS = 2 X (121/50) = 4.84 = 5  
 GROCERY 2 SPACES PER 500 S.F. = 2 X (36880/500) = 147.52 = 148  
 TOTAL REQUIRED = 161 X 5% = 8.05 SPACES = 9  
 10 SPACES PROVIDED

**SITE ADDRESS: 600 E. MICHIGAN AVE, LANSING, MI. 48912** SURVEY#92950.BND

REVISIONS	DATE	BY	DESCRIPTION
10-1-18 SUBMITTAL			
12-3-18 CITY REV.			
12-17-18 CLIENT			
01-14-19 WATER			
02-21-19 WATER			
03-08-19 WATER			
03-15-19 CONST.			
04-04-19 SECC			
4-8-19 CONCRETE			
4-18-19 BULLETIN 2			

**KEBS, INC.** KYES ENGINEERING BRYAN LAND SURVEYS  
 2116 HASLETT ROAD, HASLETT, MI 48840  
 PH. 517-339-1014 FAX. 517-339-8047  
 Marshall Office Ph. 269-781-9800

**600 E. Michigan Project**  
 COVER SHEET

SCALE: 1" = 30' DESIGNER: JWK APPROVED BY: JWK  
 DATE: 4-2-18 PROJECT MGR: JWK SHEET 1 OF 16  
 AUTHORIZED BY: GILLESPIE GROUP JOB #: 92950

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 AND PROPOSAL: 600 E MICHIGAN-LANSING L L C, 330 MARSHALL ST SUITE #100, LANSING, MI proposes to install the north wall footing and foundation system for their building at 600 E. Michigan Ave. within the right of way (ROW), but below the sidewalk, approximately 30" north of the property line. The north wall itself would be constructed on private property.

LOCATION: This ROW encroachment is proposed for the 600 Block of Michigan Avenue (south side), just east of Larch Street.

EXISTING LAND USE  
& ZONING: Michigan Avenue: Use: City-owned ROW, unzoned.  
600 E. Michigan Ave. Use: Vacant development site.  
Zoning: "G-1" Business District

PROPERTY SIZE AND SHAPE: Rectangular, Approx. 30" deep (2.5') X 372'69' wide.

SURROUNDING LAND USE &  
ZONING Commercial and industrial mix, zoned "G-1" Business and "H" Light Industrial.

#### AGENCY REFERRALS

A.T.&T. No response received.

Board of Water and Light: No response received.

Building Safety Office: No objection.

Consumers Energy: Based on the location you are inquiring about Consumers Energy does not currently have any gas facilities located within the sidewalk on the Southside of Michigan Ave between Larch and the Railroad Tracks. In additionally looking further into the request it appears that we previously abandoned a gas main 40' N of 600 E Michigan Northern property line which would have that facility located beneath travel lanes of Michigan Ave. Please note the developer / contractor will need to coordinate with our New Business group at the time they are looking to have gas facilities installed to serve the property.

Parks and Recreation: No comments.

Public Service Department: The Public Service Department does not have any objection to the proposed encroachment into the Michigan Avenue public right of way, which will be granted through a *permanent easement following approval by City Council*. The price for the easement will be based on the land value of the adjacent parcel. Dimensions for the easement area and the legal description will be finalized with the applicant based on engineering plans and specifications.

### ANALYSIS

LOCATION: The subject property is a narrow strip of land in front of the proposed Meijer building on the south side of E. Michigan Ave. (600 E. Michigan Ave.)

CHARACTER: The character of the building, upon completion, will be a four story mixed use building. The requested easement will be paved over with sidewalk, and would thus have no effect on the character of the area.

EXTENT: The proposed easement is limited to the amount necessary for the proposed footings.

According to the applicant, the proposed easement is important for the financial feasibility of the project.

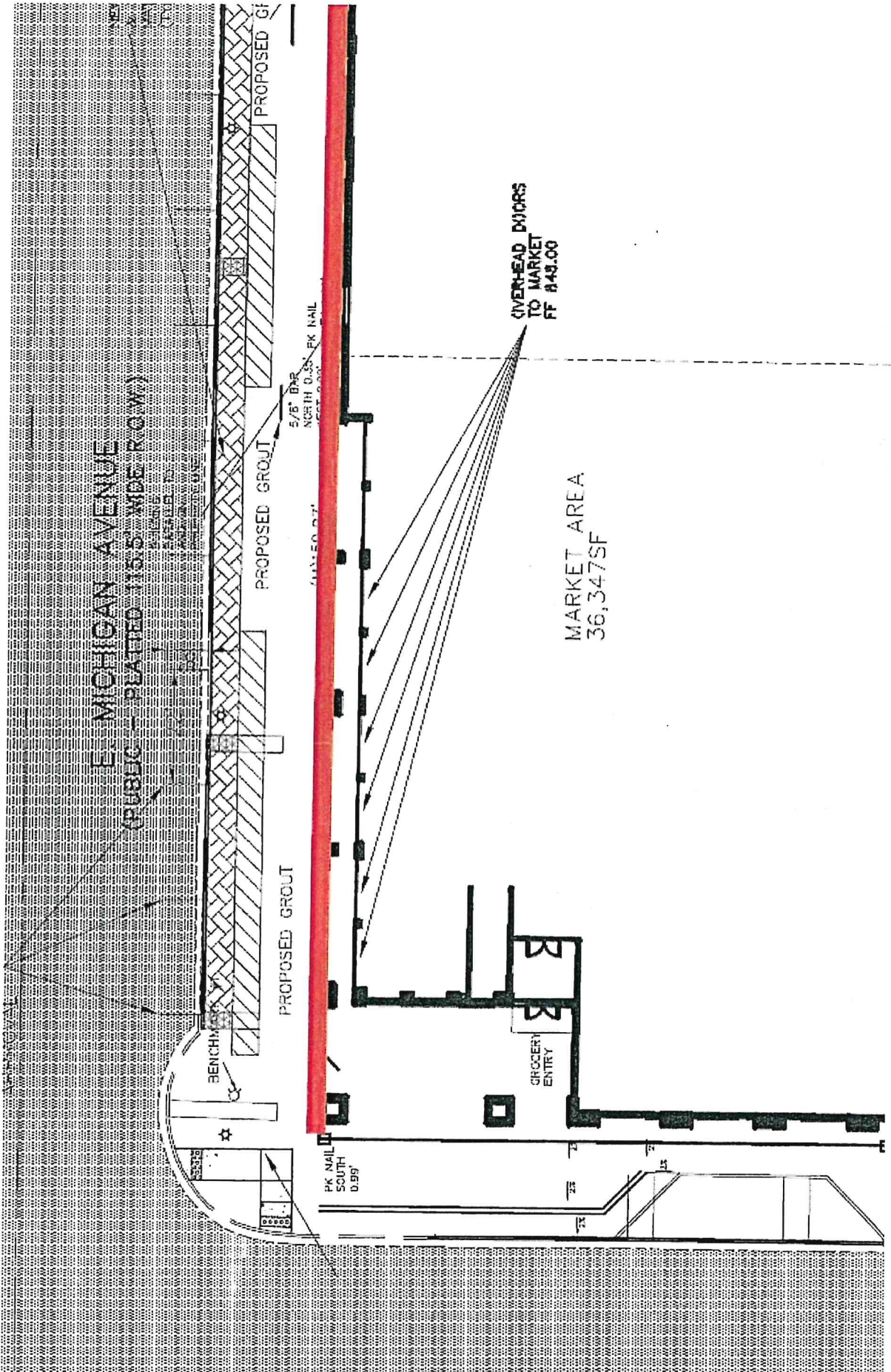
### STAFF RECOMMENDATION

Staff recommends the following finding and recommendation:

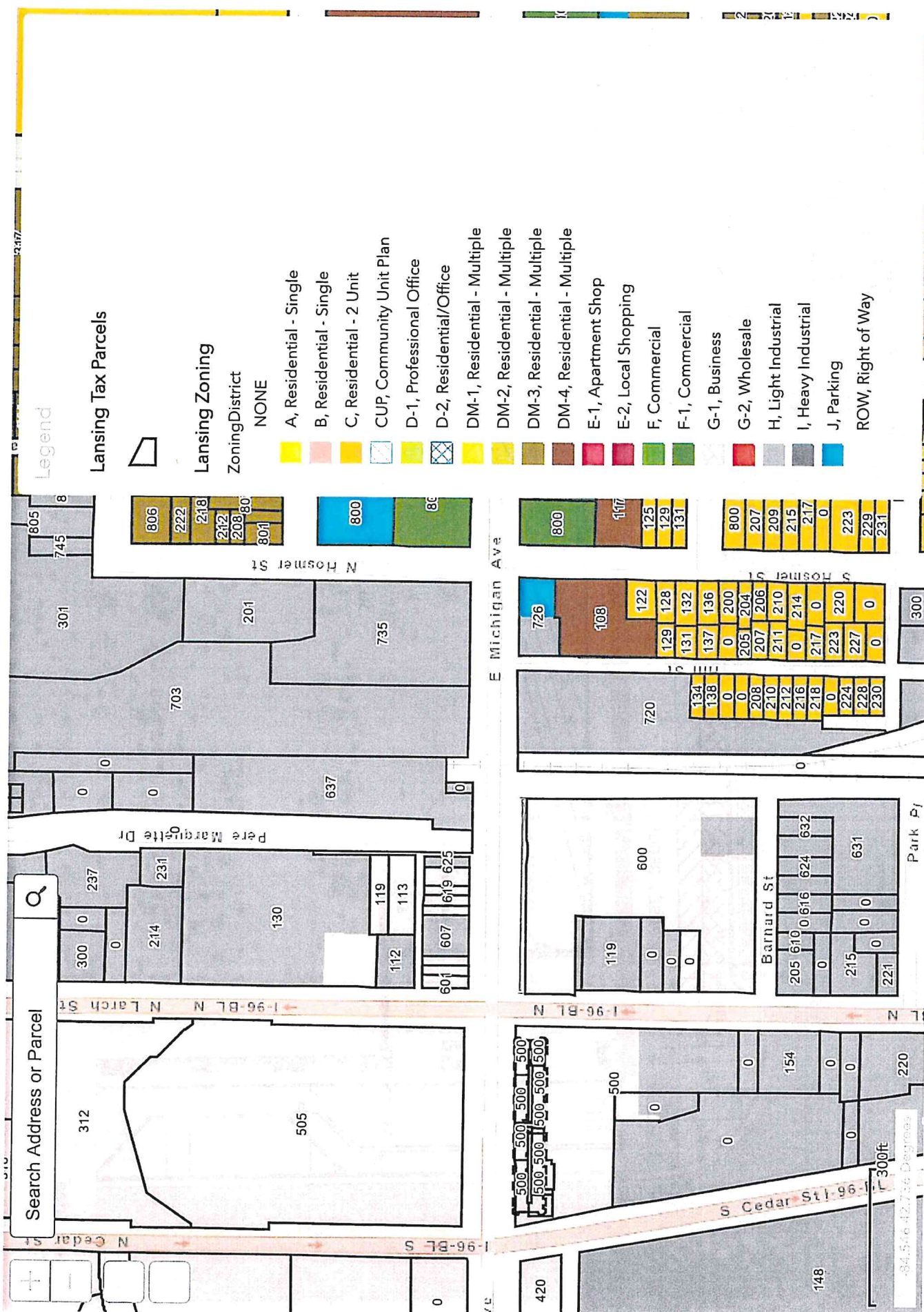
**Finding:**

- The proposed easement facilitates the construction of a 150,500 square foot mixed-use development including a Meijer, a 120-124 room hotel, and 36 apartments.
- The City rezoned 600 E. Michigan Ave. to "G-1" Business (Z-1-2018) and vacated an alley (Act-1-2018) for the purpose of permitting the proposed development,
- The E. Michigan Ave. ROW width at the 600 block is 115.5', and agencies or utilities objected to the ROW encroachment proposal.

**Recommendation:** Approval of a permanent easement to accommodate the proposed footings.



Jason Kildea  
 DIRECTOR OF CONSTRUCTION MANAGEMENT



Search Address or Parcel

Legend

Lansing Tax Parcels

Lansing Zoning

Zoning District

NONE

- A, Residential - Single
- B, Residential - Single
- C, Residential - 2 Unit
- CUP, Community Unit Plan
- D-1, Professional Office
- D-2, Residential/Office
- DM-1, Residential - Multiple
- DM-2, Residential - Multiple
- DM-3, Residential - Multiple
- DM-4, Residential - Multiple
- E-1, Apartment Shop
- E-2, Local Shopping
- F, Commercial
- F-1, Commercial
- G-1, Business
- G-2, Wholesale
- H, Light Industrial
- I, Heavy Industrial
- J, Parking
- ROW, Right of Way

## EASEMENT AGREEMENT

**THE CITY OF LANSING**, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 (“City”) grants and conveys the following Easement to use the Easement Property, for the benefit of the Benefited Property, for the Permitted Uses, and subject to the Obligations all defined and as set forth further herein.

- A. **The Benefited Property.** The Benefited Property is currently owned by 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, (the “Owner”), and is the real property included as the Project referenced in the Master Deed for the Capitol City Market Condominium Project to be developed by Owner, recorded March 28, 2019, with the Ingham County Register of Deeds as Instrument 2019-010841. The Benefited Property is located in the County of Ingham, City of Lansing, State of Michigan and legally described as:

A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line

of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning

- B. **The Easement Property.** The Easement Property is adjacent and contiguous with the Benefited Property, approximately 2.50 feet into - the Michigan Avenue Right-of-Way owned by the City, and as described and depicted on **Exhibit A** attached.
- C. **The Permitted Uses of the Easement Property.** The Easement Property may be used for the construction, installation and placement of the footings for the improvements to be built upon the Benefitted Property for the Capitol City Market Condominium Project (the "Footings"). The Footings will extend approximately 2 feet into the Michigan Avenue right-of-way from the Benefited Property and may extend two (2) to six (6) feet below the grade of the surface. The Permitted Uses of the Easement Property shall be exclusive to the Owner and the Benefited Parties (as defined further herein) and for the Benefited Property except for the City of Lansing which retains the right to the use and possession of the Easement Property for utilities under, above, or adjacent to the building to be constructed on the Benefited Property and for the purpose of servicing any such utilities and utility purposes, including the right of ingress and egress at all times for public and private utility agents and employees, and to use the Easement Property or so much of it as may be necessary, for the installation, maintenance, repair, removal, or replacement of utilities. **This easement grant, except for during the construction or subsequent repair of the Footings, is a subsurface easement only and shall not result in or allow any above ground improvement or device (other than the obligation to replace the sidewalk as required in Paragraph D 2 below).**
- D. **The Obligations.** This Easement is conditioned upon the payment by Owner of \$ \_\_\_\_\_ to the City upon execution and delivery of this Easement Agreement and subject to the all of the following, which shall be the obligations of the Owner, and at its cost and expense, until such time as they are assigned or delegated by Owner to the Condominium Association / Association of Co-Owners (the "Association") established pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) for the Capitol City Market Project or to any subsequent association or owner of the Benefitted Property. These obligations shall run with the Benefited Property and be obligations of the Benefited Persons (as defined herein) for so long as this Easement remains in effect.
1. The use of the Easement Property during construction activities related to the Permitted Uses shall be performed in a proper, safe and workmanlike manner and as expeditiously as possible so as to minimize any interference with the use of Michigan Avenue and in such a manner so as to not interfere with the use and operation of any utilities or other services that may be located within the Easement Property. The utility communications

system (Miss Dig) must be contacted forty-eight (48) hours prior to any construction below the existing grade of the Easement Property.

2. Following the completion of construction of the Footings, a sidewalk shall be placed above the Footings and shall be kept in good order and repair and in a clean, safe and healthful condition and shall be maintained and repaired as determined by the City in its reasonable discretion with the repair or maintenance completed within thirty (30) days of the City's request, unless unavoidably delayed.
3. During the term of this Easement standard public liability insurance in the amount of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injury to, or death of, one person and subject to that limit per person, a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; standard property damage liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of injury to or destruction of property in any one occurrence due to acts or omissions of the Benefited Parties (as hereinafter defined) shall be maintained. The City shall be named as an additional insured under the insurance policy. The policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan. All insurance and certificates shall include an endorsement providing for not less than thirty (30) days prior written notice to the City of termination, expiration or material change of terms of the insurance. Evidence that the insurance is in effect shall be provided before work commences within the Easement Property.
4. The City, its officers, agents and employees, shall be indemnified, defended and held harmless from and against any and all claims, suits, damages, losses, specifically including loss of use of property, and all other liabilities whatsoever, including related expenses and actual attorneys' fees, for or on account of injuries to or death of any person, including but not limited to employees of the City and/or loss of or damage to any property, including but not limited to the property of the City, in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:
  - a. A breach or violation of the Permitted Uses of the Easement Property or the failure to perform the Obligations.
  - b. The use of the Easement Property for the Permitted Uses by Owner or the Benefitted Parties, their successor, assigns or designees, and their employees, contractors, agents or officers;
  - c. A breach of any of the terms or conditions of this Agreement;

- d. The release on or contamination of the Easement Property by the Owner or a Benefited Party, during the time this Easement is in effect, of any hazardous waste, environmental toxin or underground tank, as broadly defined by federal, state or local law.

This obligation to indemnify, defend and hold harmless shall apply whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of Owner or a Benefited Party, its employees, agents or officers, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the wrongful acts or the sole negligence of the City, its agent, employees or officials, or under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCL 691.991), if applicable, it being the intent of the foregoing provision to absolve and protect the City, its agents, employees and/or officials from and to indemnify the City against any and all liability and loss incurred by the City sustained, directly or indirectly, by reason of or in connection with items a through d above. This provision shall extend beyond the term of this Agreement.

5. The City shall not be responsible or liable to the Owner, or any Benefited Party, or anyone else, for any fire or damage to the Easement Property and improvements thereon, or any loss or damage to property that may be occasioned by or through the acts or omissions of the Owner or any Benefited Party, their employees, agents, officers, business invitees or any other person; or any of their heirs, representatives, agents or assigns. The City shall be given immediate written notice in the event of fire, damage or accidents at or to the Easement Property.
6. The Easement Property shall be used in compliance with all permits issued by the City and all laws, rules and regulations which are now or may hereafter be made effective by the United States or its agencies or the State of Michigan, or any other governmental or governing body, including the City of Lansing and the Board of Water and Light, which may now or hereafter have jurisdiction over the Easement Property.
7. Any real property and/or personal property taxes, or any increase in any such tax, and/or any special assessment resulting from its use of the Easement Property or from the footings placed therein as permitted by this grant shall be paid, without contribution from the City, and before delinquency shall be paid by Owner or the Benefited Party, provided that said tax or special assessment shall have been levied or becomes a lien during the term of this Agreement.
8. Discrimination in the hiring of any employees or contractors, or in its use of the Easement Property, directly or indirectly on the basis of age, race, color, religion,

national origin, sex, height, weight, handicap, marital status or political orientation or on any other illegal basis is prohibited.

- E. **Termination.** This Easement shall terminate if the use of the Benefitted Property is discontinued for a period of one (1) or more years. Within three (3) months after the termination, discontinuance or abandonment of the Benefitted Property for the use which is served by the Footings to be placed within the Easement Property, the Footings shall be removed and the Easement Property restored to its former condition to the satisfaction of the Director of the Public Service Department of the City of Lansing. If the Footings are not removed and the Easement Property not restored to a condition satisfactory to the Director of the Public Service Department of Licensor, the City may remove the Footings and any debris or personal property, and restore the Easement Property to the condition aforesaid, at the sole risk, cost and expense of the Benefitted Parties, who shall promptly reimburse and pay to the City such cost and expenses incurred by the City in doing so on demand.
- F. **Successors and Assign.** This grant shall run with the land for the duration set forth in Paragraph E above. The rights provided herein are assignable to the Association and future owners of the Benefitted Property, (the "Benefitted Parties" or "Benefitted Party") subject to the Obligations set forth herein.
- G. **Easement Property accepted "as is".** The grant of the Easement Property is made and accepted in its "as is" condition and without warranties or representations regarding the condition or quality thereof; or its suitability for the Permitted Uses.
- H. **Notices.** Notice shall or may be given in writing and shall be deemed to have been properly served if hand-delivered or sent by certified mail, return receipt requested, postage prepaid, or sent by regular first class, postage prepaid and faxed to the address set forth below (and to such other persons and/or address as my subsequently be provided in writing):

City: City of Lansing  
ATTN: Public Service Director  
Address: 124 W. Michigan Avenue, 7<sup>th</sup> Floor, City Hall  
Lansing, MI 48933  
Fax No.: (517) 483-6082

Owner: 600 E. MICHIGAN-LANSING, LLC  
Attn: Patrick K. Gillespie  
Address: 300 Marshall Street, Suite 100  
Lansing, MI 48912  
FAX No.: (517) 336-8400

The date of such hand-delivery, mailing and faxing shall be deemed the date of service. The day after the day of mailing for mail posted in the State of Michigan and two (2) days after the date of mailing for mail posted in any other state, shall be deemed the date of service.

**I. Additional Provisions:**

1. This grant shall be binding upon and the benefits shall inure to the heirs, successors, successors-in-interest, representatives and assigns of the parties;
2. This grant shall be governed by the laws of the State of Michigan;
3. Any failure of either party to enforce at any time any term or condition of this grant shall not be construed to be a waiver of said term or condition or of the right of either party thereafter to enforce such term or condition;
4. Any waiver, alteration, modification or amendment of this grant shall not be effective unless in writing, signed by both parties;
5. Time is of the essence in all the provisions of this Agreement;
6. This instrument constitutes the entire agreement between the parties and there are no agreements or understandings concerning its subject matter which are not fully set forth herein;
7. If any provision of this Agreement is invalid or unenforceable, the other provisions hereof shall be liberally construed to effectuate the purpose and intent of the parties; and
8. The acceptance of this instrument and use of the Easement Property shall be deemed acceptance of the terms and conditions of this Agreement.

This document is exempt from the Transfer Tax pursuant to 1966 PA 134, as amended; MCLA 207.505 (h); and 1993 PA 330, as amended; MCL 207.526 (h)(i).

The parties hereto have caused this Agreement to be executed by their authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY:**

**CITY OF LANSING**

By: \_\_\_\_\_  
Andy Schor  
Its: Mayor

**OWNERS:**

**600 E. MICHIGAN-LANSING, LLC,  
a Michigan limited liability company**

By: Gillespie Group Manager, Inc.  
Its: Manager

\_\_\_\_\_  
By: Patrick K. Gillespie  
Its: President

STATE OF MICHIGAN)

:ss

COUNTY OF INGHAM)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public, personally appeared Patrick Gillespie, the Manager of Gillespie Group Manager, Inc., the President of 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, to me known to be the same person described and who executed the within instrument, who acknowledged the same to be his free act and deed.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN)

:ss

COUNTY OF INGHAM)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public, personally appeared Andy Schor, the Mayor of the City of Lansing, a Michigan municipal corporation, to me known to be the same person described and who executed the within instrument, who acknowledged the same to be his free act and deed.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Approved as to form only:  
Acct. No.

Certification as to availability funds

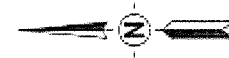
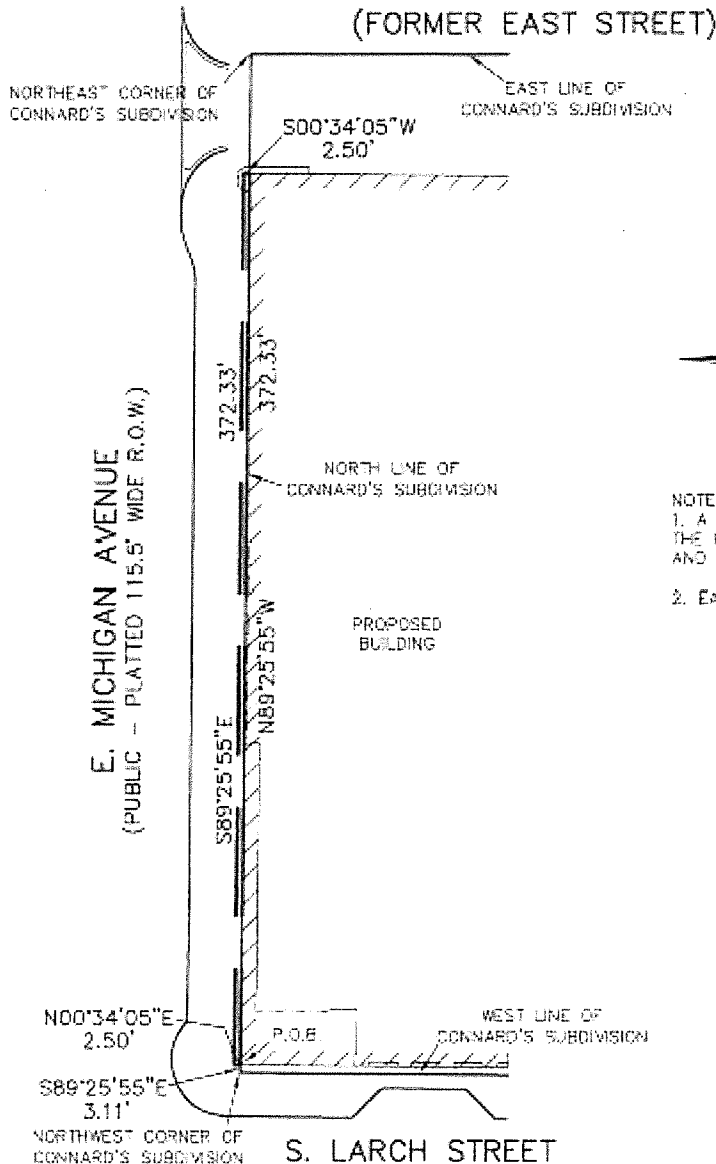
By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Controller

Drafted by and when recorded return to:  
John R. Fifarek (P35518)  
Lasky Fifarek P.C.  
120 North Washington Square, #625  
Lansing, MI 48933  
(517) 267-2222

**EXHIBIT A**  
**DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY (On following page)**

Easement Within Michigan Avenue R.O.W. Legal Description: An area of land between two and six feet below the surface and within Michigan Avenue, City of Lansing, Ingham County, Michigan, the limits of said area described as: Commencing at the Northwest corner of Connard's Subdivision of Lot 1, Block 242, Original Plat, City of Lansing, as recorded in Liber 1 of Plats, Page 31, Ingham County Records; thence S89°25'55"E along the North line of said Connard's Subdivision 3.11 feet to the point of beginning of this easement description; thence N00°34'05"E perpendicular to said North line 2.50 feet; thence S89°25'55"E parallel with said North line 372.33 feet; thence S00°34'05"W perpendicular to said North line 2.50 feet to said North line; thence NB9°25'55"W along said North line 372.33 feet to the point of beginning; said area containing 0.02 acre more or less; said area subject to all other easements and restrictions if any.



1" = 60'

- NOTES:
1. A LOT SURVEY IS REQUIRED FOR THE EXACT LOCATION OF FRONT AND PROPERTY LINES.
  2. EASEMENTS, IF ANY, NOT SHOWN.

This plan was made at the direction of the parties herein and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R - Recorded Distance
- Proposed Easement Line
- Distance Not to Scale

DANE B. PASCOE  
PROFESSIONAL SURVEYOR

7/3/19  
DATE  
No. 54434



**KEBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840  
PH. 517-339-1014 FAX. 517-339-8047  
13432 PRESTON DRIVE, MARSHALL, MI 49068  
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY	KDB	SECTION	16, T4N, R2W
FIELD WORK BY	---	JOB NUMBER:	92950CND-EASE
SHEET	1 OF 1		