Andy Schor
Mayor

LANSING PLANNING BOARD
Regular Meeting
Tuesday, October 5, 2021, 6:30 p.m.
600 W Maple St. Lansing, MI 48906

Due to public safety concerns resulting from the COVID-19 pandemic, this meeting will be accessible to the public via Microsoft Teams. To join the meeting, click on this hyperlink or download the Teams app to join by phone.

AGENDA

1. OPENING SESSION

- **A.** Roll Call
- **B.** Excused Absences

2. APPROVAL OF AGENDA

3. COMMUNICATIONS

4. PUBLIC HEARINGS

5. COMMENTS FROM THE AUDIENCE (please limit comments to 3 minutes per person)

6. RECESS

7. BUSINESS

- **A. Consent Items**
  - **(1) Minutes for approval:** June 1, 2021……….........…………..…………………....**1**
- **B. Old Business**
- **C. New Business**
  - **(1) Act-7-2021** – Schoolcraft Dr. Street Vacation...**2**
  - **(2) Act-8-2021** – Lot 50 Property Sale...**3**

8. REPORT FROM PLANNING MANAGER

- **A.** Solar Energy Systems and Zoning Ordinance Memo...**4**

9. COMMENTS FROM THE CHAIRPERSON

10. COMMENTS FROM BOARD MEMBERS

11. PENDING ITEMS: FUTURE ACTION REQUIRED

12. ADJOURNMENT

FOR SPECIAL ACCOMMODATIONS, PLEASE GIVE 24 HOURS NOTICE PRIOR TO THE MEETING BY CALLING SUE STACHOWIAK IN THE PLANNING OFFICE AT 517-483-4085 OR BY DIALING (TTY 711).

Next Regularly Scheduled Meeting: November 3, 2021 (Wednesday)

Andy Schor
Mayor

LANSING PLANNING BOARD
Regular Meeting
June 1, 2021
6:30 p.m., Virtual Meeting

The meeting was conducted as an online teleconference in compliance with the Open Meetings Act, as amended, and to follow recommendations by the Centers for Disease Control and other public health agencies concerning the COVID-19 pandemic.

MINUTES – *DRAFT*

1. OPENING SESSION

Ms. Alexander called the meeting to order at 6:45 p.m.

a. Present: Katie Alexander (remotely from Lansing, MI), Farhan Bhatti (remotely from Lansing, MI), Marta Cerna (remotely from Lansing), Monte Jackson (remotely from Lansing), Thomas Morgan (remotely from Lansing, MI), John Ruge (remotely from Lansing)
b. Absent: Josh Hovey, Tony Cox
c. Staff: Sue Stachowiak, Andy Fedewa, Brett Kaschinske (Director Parks and Recreation)

2. APPROVAL OF AGENDA – The agenda was approved by unanimous consent

3. COMMUNICATIONS – Mayor Andy Schor expressed his thanks to members of the Planning Board for their service to the City and their professionalism in hearing cases that affect development and city planning in Lansing.

4. PUBLIC HEARINGS

A. Form-Based Zoning Code Amendments – Ms. Stachowiak stated that the Form-Based Zoning Code went into effect May 1, 2021 and that while staff continues to support the intent of the document certain provisions have been reviewed since staff started working with the full ordinance while discussing questions with the public and from project applications. The Planning and Zoning Office is proposing numerous minor edits like fixing typographical errors and rewording provisions to make them simpler to understand and implement. Staff is not proposing any major changes that would alter any zoning district chapter or the intent of other general chapters (General Provisions, Landscaping, Parking, etc.). Ms. Stachowiak explained that staff is also proposing a few changes to the zoning map to cover parcels that were accidentally left off or to correct parcels that differ from the future land use map of the Comprehensive Plan and now unintentionally make some properties non-conforming.

Ms. Alexander opened up the public hearing.

See no one wishing to speak, Ms. Alexander closed the public hearing.

5. COMMENTS FROM THE AUDIENCE – None

6. RECESS – Not taken

7. BUSINESS

A. Consent Items

(1) Minutes for approval: May 4, 2021

The minutes from the May 4, 2021 Planning Board meeting were approved without objection.

B. Old Business – None

C. New Business

(1) Act-4-2021, Property Acquisitions for Park Land:

Andy Fedewa, Planner, stated this is a request by the City's Parks and Recreation Department to acquire two parcels of vacant land on the southwest side of the city to be combined with Fine Park. The Parks and Recreation Department has a goal of obtaining land along or adjacent to the rivers to preserve natural areas. These parcels are currently owned by the Lansing School District and are roughly 65 acres in size. Mr. Fedewa stated that these parcels could be developed for future single-family houses under the current R-2 zoning designation, but this area was also delineated as a Natural Area Opportunity in the *Design Lansing Comprehensive Plan*. Staff recommended approval of the application as proposed to support the goals of the Parks and Recreation Department and the City's Comprehensive Plan.

Mr. Morgan commented that he believes Fine Park is a hidden gem of Lansing and that he supports its expansion.

Mr. Morgan made a motion, seconded by Dr. Bhatti, to approve Act-4-2021, Property Acquisitions for Park Land. On a voice vote the motion passed unanimously (6-0).

(2) Act-5-2021, Property Acquisitions for Non-Motorized Pathway:

Mr. Fedewa stated this is a request by the City's Parks and Recreation Department to acquire two parcels of vacant land near the new McLaren Hospital campus to become part of the non-motorized recreational pathway. These parcels are currently owned by Michigan State University. Mr. Fedewa stated that although this land could be developed under the provisions of the INST-1 zoning district, this area is also part of a Natural Area Opportunity in the *Design Lansing Comprehensive Plan*. Staff recommended approval of the application as proposed to support the goals of the Parks and Recreation Department and the City's Comprehensive Plan.

Mr. Morgan made a motion, seconded by Mr. Jackson, to approve Act-5-2021, Property Acquisitions for Non-Motorized Pathway. On a voice vote the motion passed unanimously (6-0).

(3) Act-6-2021, Sale of City-Owned Properties:

Mr. Fedewa stated this is a request by the City's Parks and Recreation Department to sell three parcels of vacant land currently owned by the City of Lansing. These parcels are within established residential neighborhoods and are not necessary for the operations of dedicated park land. All three parcels would be developable for single-family detached houses. The Parks and Recreation Department is proposing to transfer parcel # 33-01-01-11-426-022, along Stonewood Dr. to the Ingham County Drain Commissioner for the purpose of a drain project. Mr. Fedewa stated that parcel # 33-01-01-28-482-141 has irregular dimensions and would most likely need variances to accommodate development. Staff recommended approval of the application.

Mr. Morgan made a motion, seconded by Dr. Bhatti, to approve Act-6-2021, Sale of City-Owned Properties. On a voice vote the motion passed unanimously (6-0)

(4) Form-Based Zoning Code Amendments

Mr. Ruge, made a motion, seconded by Mr. Jackson to approve the Amendments to the Form-Based Zoning Code. On a voice vote the motion passed unanimously (6-0)

8. REPORT FROM PLANNING MANAGER –

Ms. Stachowiak welcomed Mr. Morgan to the Planning Board and thanked him for his service.

A. Discussion of Planning Board In-Person/Virtual Meetings - Ms. Stachowiak stated that due to the expiration of the local State of Emergency on July 12, all public board and commission meetings will be moving back to in-person meetings. For Planning Board the first meeting will be August 3rd and will be back in the Neighborhood Empowerment Center.

9. COMMENTS FROM THE CHAIRPERSON – None

10. COMMENTS FROM BOARD MEMBERS – None

11. PENDING ITEMS: FUTURE ACTION REQUIRED – None

12. ADJOURNMENT – The meeting was adjourned at 7:04 p.m.

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 & ZONING:	Use: 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

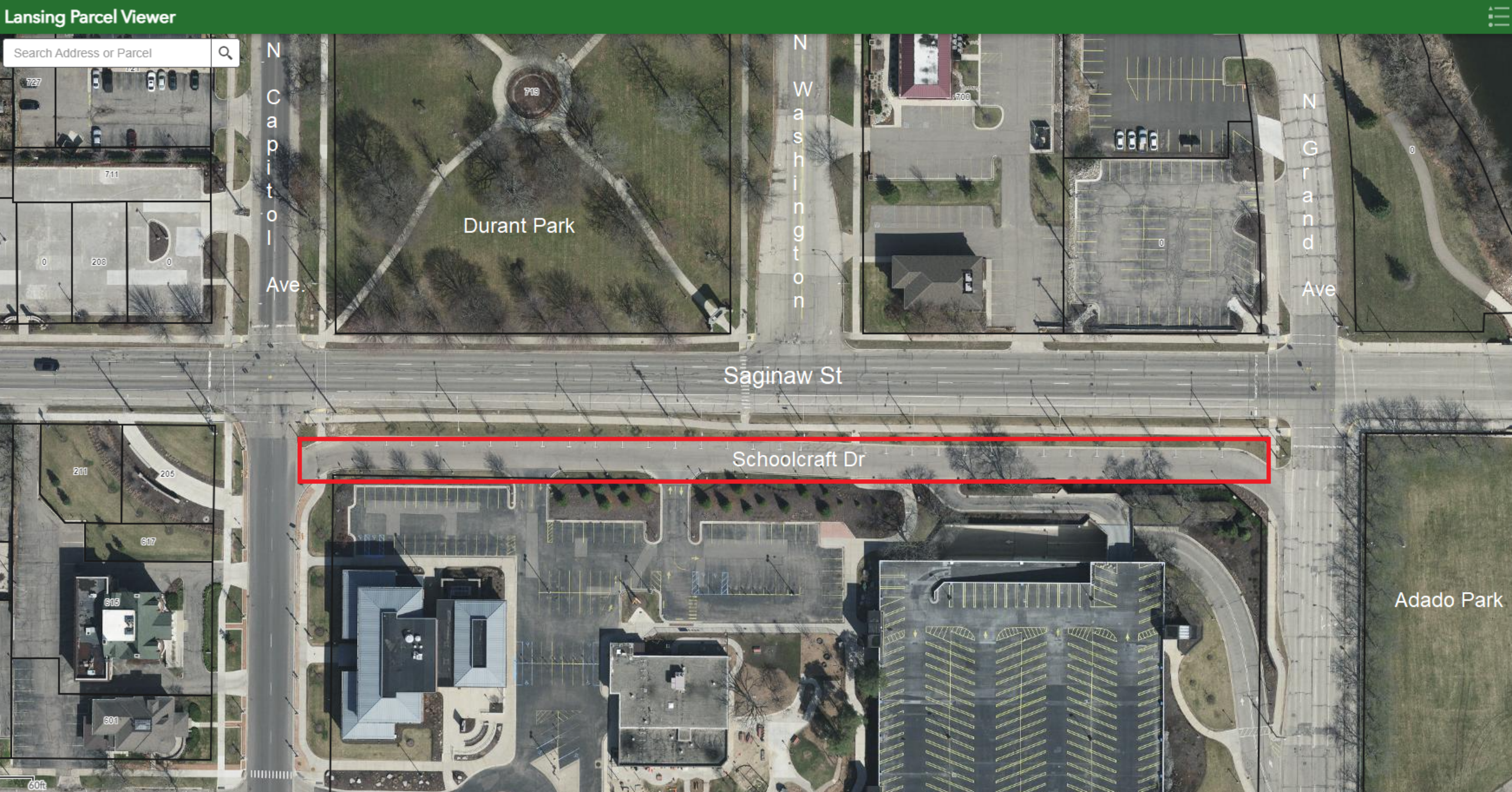
The request can be granted without a significant impact on the circulation network. No easements for water, electric, street lighting and/or communications will be necessary to maintain services per the Public Service Department.

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



Lansing Parcel Viewer
Search Address or Parcel
N Capitol Ave.
Durant Park
N Washington
N Grand Ave
Saginaw St
Schoolcraft Dr
Adado Park
727
711
0
208
0
719
700
0
0
0
211
205
617
615
601
60ft

Andy Schor, Mayor

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

By: Selu Smol / 8/23/2021
Date

Its:

Signature of owner(s):

________________ / ________
Date

________________ / ________
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.

Exhibit B

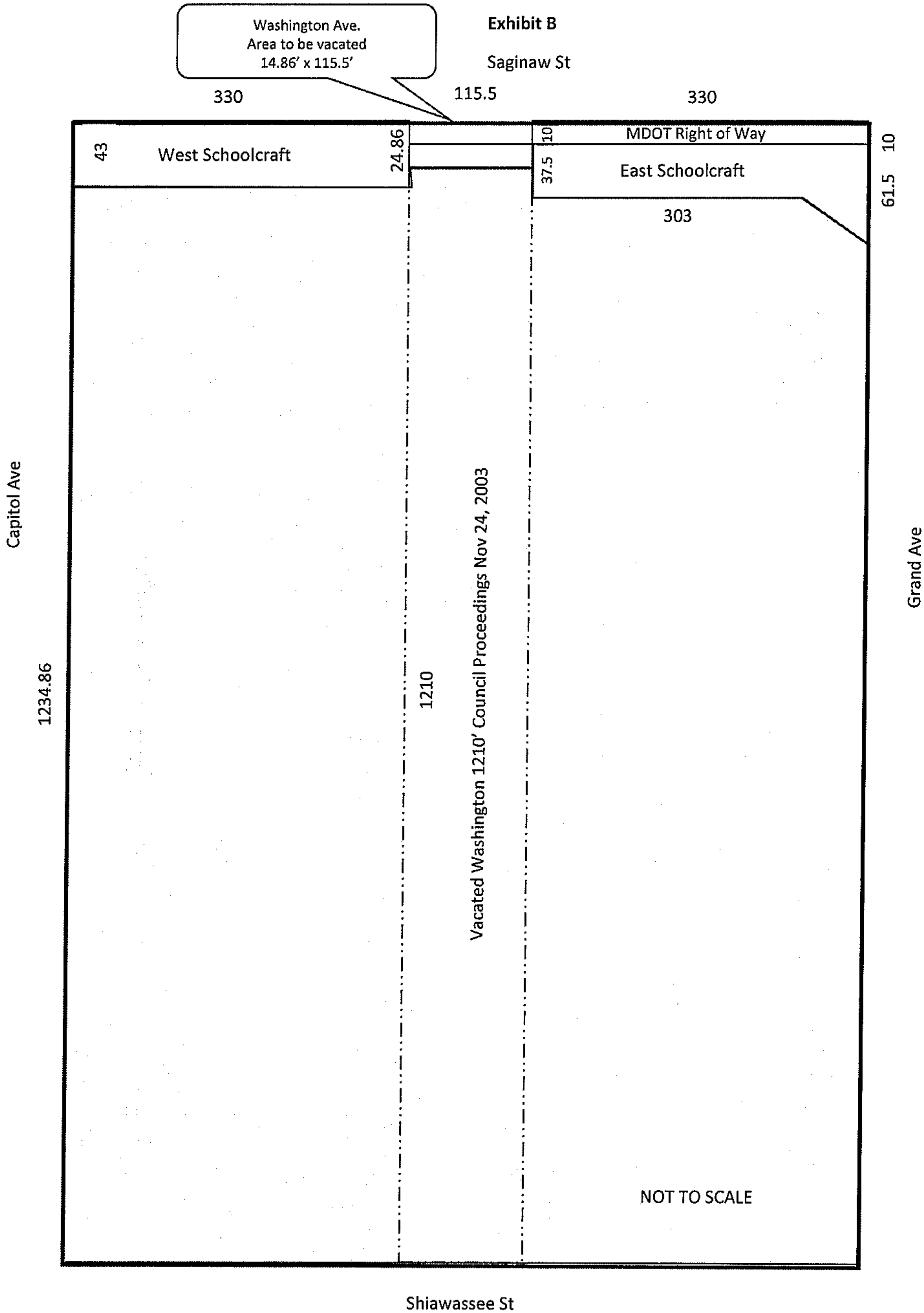
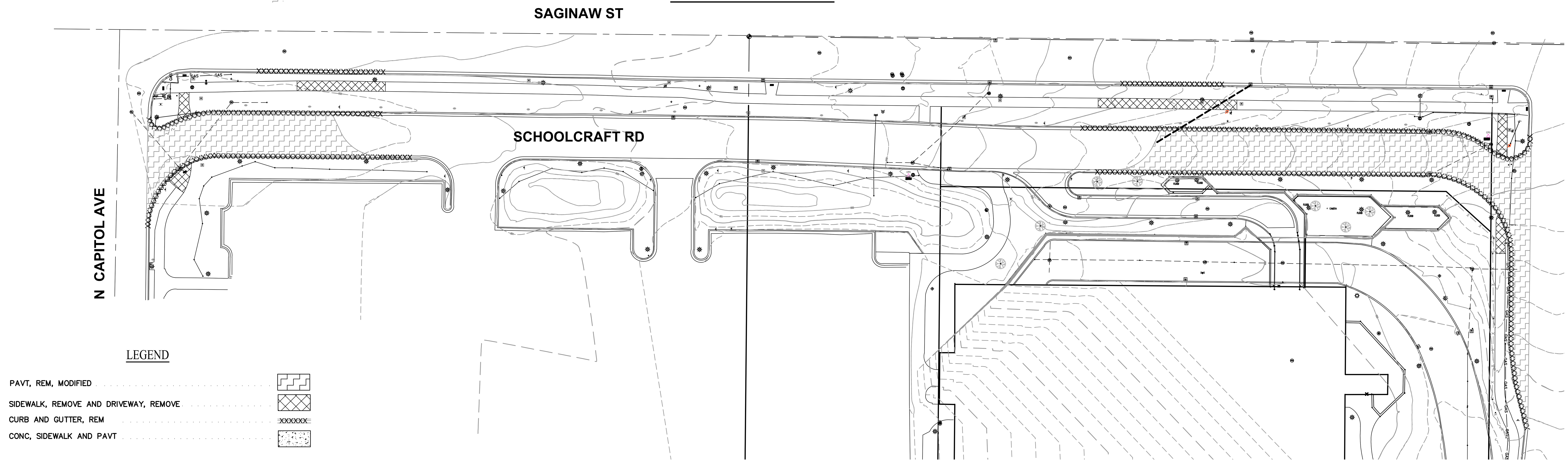
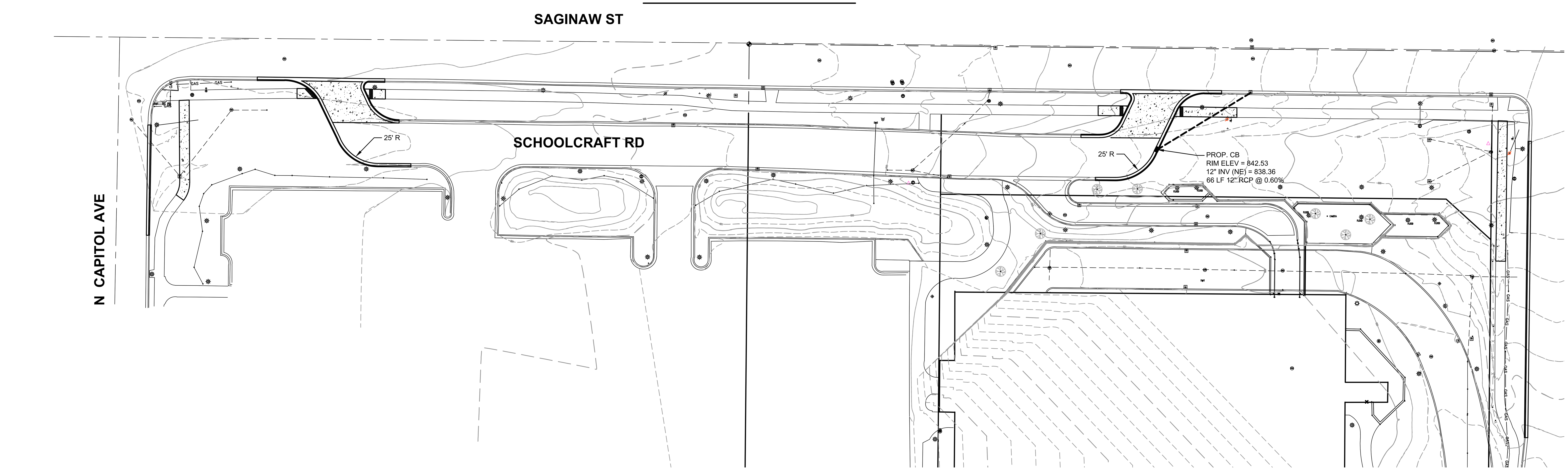

Washington Ave.
Area to be vacated
14.86' x 115.5'
Saginaw St
330
115.5
330
43
West Schoolcraft
24.86
10
MDOT Right of Way
10
37.5
East Schoolcraft
61.5
303
Capitol Ave
1234.86
1210
Vacated Washington 1210' Council Proceedings Nov 24, 2003
Grand Ave
NOT TO SCALE
Shiawassee St

EXHIBIT C

REMOVAL PLAN



RESTORATION PLAN



REMOVAL AND RESTORATION PLAN SHEET

NO.	REVISIONS	BY	DATE

Drawn By: XXX
Date: 11/2/18
Approved By:
Date:

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

LANSING COMMUNITY COLLEGE
SCHOOLCRAFT PARKING ENTRANCE
PROJECT LOCATION

PROJECT NO.
19051

SHEET NO.
1 OF 1

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	City of Lansing – Economic Development & Planning Department
PROPOSAL:	Sale of excess City-owned land.
PARCEL(S):	0 Pere Marquette Dr PID # 33-01-01-16-277-043
CURRENT OWNER(S):	City of Lansing
EXISTING LAND USE & ZONING:	Use: Parking lot, Zoning: DT-3 Urban Core
PROPERTY SIZE AND SHAPE:	.511 acres, rectangular, see Exhibit A
SURROUNDING ZONING & LAND USE	North: DT-2, Vacant South: DT-3, Commercial West: DT-3, Commercial East: DT-3, Residential - townhomes

ANALYSIS

BACKGROUND:

The City of Lansing's Economic Development & Planning Department is proposing to sell the City-owned municipal parking lot commonly referred to as "Lot 50". The Planning Office does not have much background information on the lot's history, but Lot 50 was resurfaced in 2020 as part of the Parking Services Office 5-Year capital improvements program. At the time the lot was a productive resource and EDP had no plans to decommission the lot. As the Covid-19 pandemic progressed Lot 50 has seen a drastic reduction in use levels. Nearby development pressures have resulted in a purchase offer for the parking lot.

LOCATION:

Lot 50 is located at the southwest corner of E Shiawassee St. and Pere Marquette Dr. The parcel is approximately 71' wide by 309' long.

CHARACTER:

The subject property is currently under-utilized as a surface parking lot and an under-utilized use within the greater context of the Downtown-adjacent 'Urban Flex' area of the Future Land Use Plan and Form-Based Zoning Code. The desire for this designation is the shift from obsolete and auto-centric uses to a denser, urban built environment with corresponding uses and businesses.

EXTENT:

The extent of the disposal is one City-administered surface parking lot.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

***Public Service Department*:**

- (A. Malvetis) The Public Service Department has no objection of the sale.
    - Between the two attached as-built drawings, there's a discrepancy on where the ROW line/property line is located. Attached #5139 shows the ROW line several feet west of the west curbline, while attached #4530 shows the west curbline right on the ROW line. Assuming the first drawing is correct, we won't need an easement (the old sewer is shallow). [Further research is needed] to see which scenario is correct and let us know. Then, we'll know whether we need to retain an easement. It's also possible we can abandon this sewer at some point in the near future.

Development Office

- No objection, supportive of sale.

***Building Safety Office*:**

- No objection.

***Lansing Fire Department*:**

- No objection.

***Parks and Recreation Department*:**

- No objection.

STAFF RECOMMENDATION

Staff recommends approval of Act-8-2021 as proposed, to support returning the subject parcel to the tax rolls and also supports redevelopment to a higher and better use of the property once transferred.

Respectfully submitted,

Andy Fedewa, Planner

Andy Schor, Mayor

Reset Form

Print

ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

FILE NUMBER: ACT-________________

DATE SUBMITTED:________________

Applicant: City of Lansing - Economic Development & Planning Dept.

Address *(including zip code)*: 316 N Capitol Ave. Lansing, MI 48933

Phone number: 517-483-4066

Fax number: __________ Email: __________

Interest in Property:

☐ Owner ☐ Represent owner ☐ Option to buy

☐ Other: __________

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 - Lansing Building Authority

Address *(including zip code)*: 219 N Grand Ave. Lansing, MI 48933

Phone number(s): __________

Fax number: __________ Email: __________

SUBJECT PROPERTY GENERAL INFORMATION:

Address *(if any)*: Pere Marquette Dr. Lansing, MI 48912

Location description: SW corner of E Shiawassee St. and Pere Marquette Dr.

Permanent parcel #: 33-01-01-16-277-043

Legal description *(see note below)*: PARTS OF LOTS 40 & 41 COM NW COR LOT 40, TH S 309.15 FT, E 78 FT +/- TO W LINE PERE MARQUETTE DR R/W, N 09DEG W 49 FT +/-, N 00DEG 02MIN E 260 FT TO N LINE LOT 40, W 71.49 FT TO BEG; ASSESSORS PLAT NO 36

Applicant's proposal: Sale of surplus City of Lansing property to GG Acquisitions LLC, with purchase offer drafted.

<u>REQUESTED ACTION:</u> (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: ____

What positive impacts (if any) will occur as a result of approving this proposal?

The City will sell surplus land that is currently vacant and return it to the tax rolls and productive use.

What negative impacts (if any) will occur if this proposal is not approved?

The parcel will continue to sit unused and no property taxes collected.

What negative impacts (if any) will occur as a result of approving and implementing your proposal?

There are no foreseen negative impacts.

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:

_______________________________ / _______________
Date

Signature of owner(s):

_______________________________ / _______________
Date

_______________________________ / _______________
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


E SHIAWASSEE ST
CEDAR ST
LARCH ST
PERE MARQUETTE DR.
0
416
412
0
531
528
505
507
401
414
400
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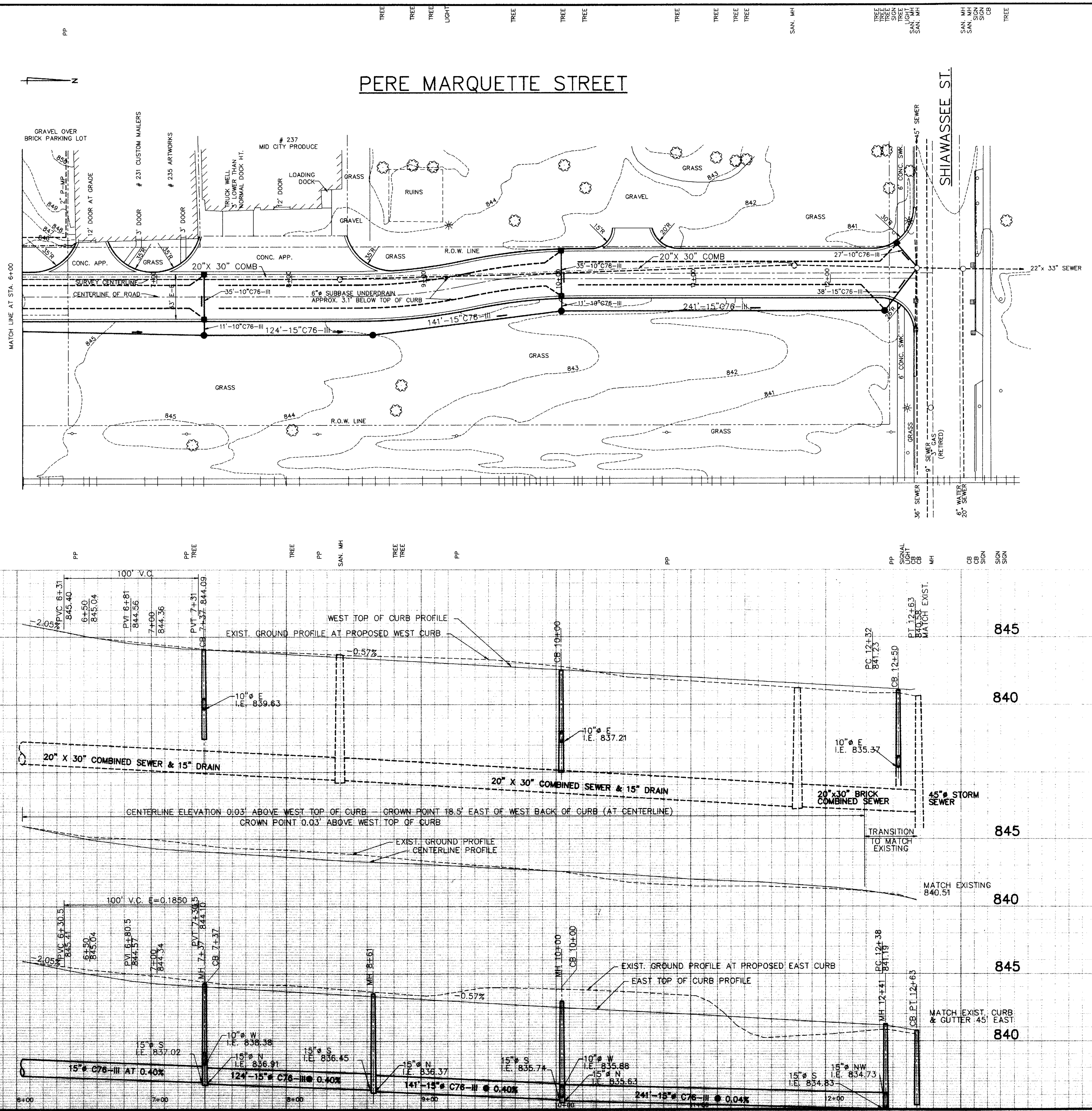


CURVE NO. 3 ℄ DATA
T = 40'
R = 396.0'
Δ = 11°32'09"
D = 14.46863°
L = 79.73'
PC = 8+50
PI = 8+90
PT AHEAD = 9+29.73
PT BACK = 9+30

CURVE NO. 4 ℄ DATA
T = 40'
R = 396.0'
Δ = 11°32'09"
D = 14.46863°
L = 79.73'
PC = 9+34.09
PI = 9+73.28
PT AHEAD = 10+13.82
PT BACK = 10+14.09

BENCH MARK #MD5 ELEV. 844.95
SOUTHEAST BOLT ON HYDRANT AT CORNER OF SHIAWASSEE AND LARCH (NORTHEAST QUADRANT).

BENCH MARK #MD6 ELEV. 843.21
NORHTWEST BOLT ON HYDRANT AT INTERSECTION OF SHIAW/ AND R.R. TRACKS (NORHTEAST QUADRANT).

DRIVE REPLACEMENT SCHEDULE

℄ DRIVE & STATION	PAVEMENT REMOVAL QUANTITY (SYD) (CONCRETE ONLY)	8" THICK NON-REINF. CONC. DRIVE APPROACH (SYD)	CONCRETE DRIVEWAY OPENING	PROPOSED DRIVEWAY WIDTH AT FACE OF SIDEWALK	DETAIL "M" (LFT)
STA. 6+53 WEST	–	122.0	DETAIL "M"	26.0'	86.0
STA. 7+86 WEST	–	382.0	DETAIL "M"	112.0'	172.0
STA. 10+53 WEST	–	64.9	DETAIL "M"	30.0'	65.0

SIDEWALK REPLACEMENT SCHEDULE

LOCATION	REMOVAL QUANTITY (SYD)	PROPOSED 4" SIDEWALK (SFT)	PROPOSED 6" SIDEWALK (SFT)	PROPOSED 7" SIDEWALK (SFT)	SIDEWALK RAMPS (SFT)	SIDEWALK REPLACEMENT WIDTH
S.E. QUADRANT OF SHIAWASSEE ST. AND PERE MARQUETTE ST.	46.7	–	–	–	60.0	6'
S.W. QUADRANT OF SHIAWASSEE ST. AND PERE MARQUETTE ST.	–	–	–	–	60.0	6'

SIDEWALK, DRIVE APPROACHES, CURB, CURB & GUTTER, ASPHALT ROADWAY, CATCH BASINS, CATCH BASIN LEADS, STORM MANHOLES, STORM SEWER, TREES & RESTORATION

_ & L CONSTRUCTION CO. 1988 & 1989

INSPECTED BY WAYNE J. BUCK, SHAWNA R. OLIVER, STEVEN L. TEBBE
CAPITAL CONSULTANTS, INC.

DEPARTMENT OF PUBLIC SERVICE
LANSING, MICHIGAN

PERE MARQUETTE STREET
6+00 TO 13+00

APPROVED ______________ DIRECTOR OF PUBLIC SERVICE

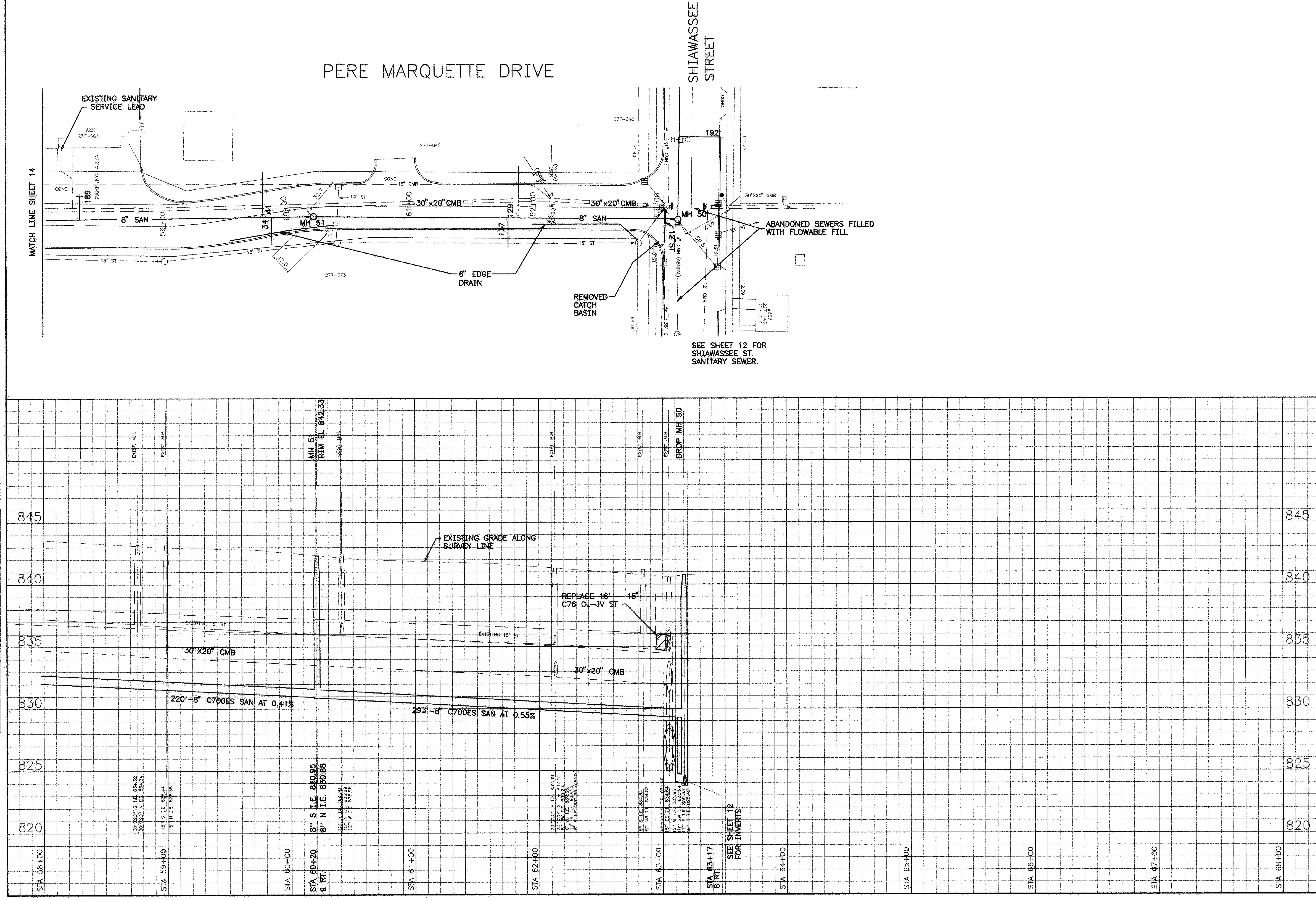
SCALE
HORIZONTAL 1"=40' 1' CI
VERTICAL 1"= 4'

BOOK ______ PAGE ______

FILE NO. 4530

PROJ. NO. P.S. 36232

SHEET 5 OF 7 SHEETS



ALL TAX ROLL NUMBERS SHOWN THUS XXX-XXX ON THE PLANS ARE TO BE PRECEDED BY 3301-16 (TYP)

ISSUE	NATURE OF REVISION	DATE
	CONFORMING TO CONSTRUCTION RECORDS	09-25-95

1994 PS 00009

PERE MARQUETTE SEWER SEPARATION

BUILT BY:	DAVIS CONSTRUCTION, INC.
INSPECTED BY:	WILLIAM J. KIMBLE - C.C.I
FINALED BY:	MCNAMEE, PORTER & SEELEY, INC.

DESIGNED . CHECKED .

MPS CONTRACT: 166.34-S-6 DIVISION:

3131 South State Street
Ann Arbor MI 48108

McNAMEE ENGINEERING EXCELLENCE SINCE 1914

McNAMEE PORTER & SEELEY INC

DESIGNED K. R. KRAHULIK CHECKED W. J. NOBLE

SCALE . CADD DATE 09-25-95 JAG B

PART \PROJ\1663530\B\PEREMTE1

DEPARTMENT OF PUBLIC SERVICE
LANSING, MICHIGAN

PERE MARQUETTE DRIVE
SHIAWASSEE ST. TO STA. 58+00

APPROVED

DEPARTMENT OF PUBLIC SERVICE

SCALE HORIZONTAL 1"=40' VERTICAL 1"=4'

FILE NO. 5139

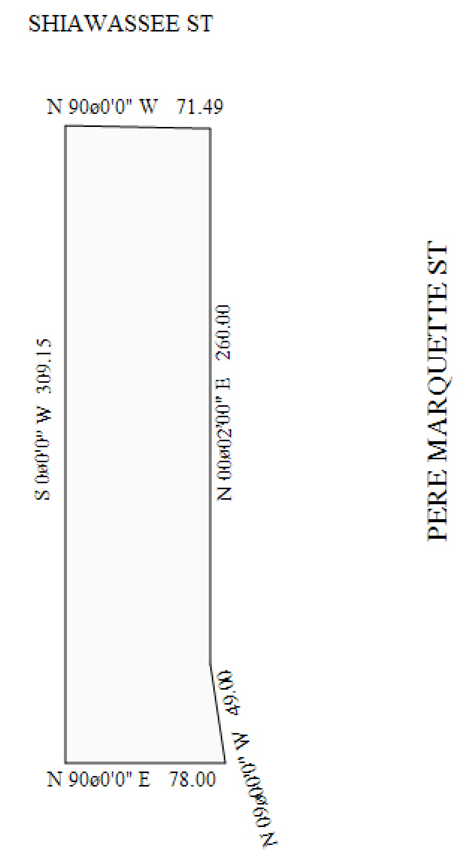
PROJECT NO. P.S. 00009

SHEET 13 OF 16 SHEETS

RECORD FILE DRAWING

EXHIBIT A

Image/Sketch for Parcel: 33-01-01-16-277-043



Sketch by Apex Medina™

COMMERCIAL PROPERTY BUY AND SELL AGREEMENT

Dated: September 8, 2021

Effective Date: ____________, 2021

1. PURCHASER'S OFFER.

The undersigned: GG Acquisitions, LLC, whom may form an entity prior to the closing of this agreement and assign this agreement to that entity ("Purchaser"), hereby offers to buy from the City of Lansing, a Michigan municipal corporation, (the "Seller") Parking Lot #50, located at the SW corner of Pere Marquette and Shiawassee Streets in Lansing, Michigan with Parcel# 33-01-01-16-277-043 all of its right, title and interest in property.

Legal Description: See Attached Exhibit A

The property includes all buildings, improvements, appurtenances, fixtures, air, oil, gas and mineral rights, all tenements, hereditaments, privileges together with any land lying in the bed of any adjacent street, avenue, alleys, or rights-of-way and the personal property owned by Seller and used in connection with the operation of the property, all warranties and guaranties express or implied issued to Seller in connection with any improvements to the property or personal property, all of the Seller's right to connect with and to utilize any private or public utility facilities now or hereafter serving the property to the extent transferable, all license, permits, certificates of occupancy and governmental approvals with respect to the property and all development consumer agreements relating to governmental permits or utility services with respect to the property to the extent transferable and all plans and specifications for the property (hereinafter collectively called the "Property"), subject only to the "Permitted Exceptions", and under the following terms and conditions.

2. PURCHASE PRICE.

The purchase price for the real property is One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00), subject to performance by Purchaser of the closing obligations specified in Section 17, and by Seller of the closing obligations specified in Section 16 below.

3. TERMS OF PAYMENT:

The Purchaser shall pay the full purchase price to Seller by wire transfer or certified funds upon execution and delivery of the covenant deed at closing, subject only to the Permitted Exceptions.

4. ***SURVEY.***

Within fifteen (15) business days following the Effective Date of this Agreement, Seller will provide Purchaser with copies of all surveys in its possession of the Property. Purchaser shall be responsible for, at its costs, obtaining any survey (the "Survey") it desires and to satisfy the Title Company's requirements to remove the Survey Exception from the Title Policy.

5. ***CLOSING ADJUSTMENTS.***

The following adjustments shall be made between the parties as of the close of business on the closing date. Purchaser shall receive a credit or assume responsibility, as the case may be, for amounts attributable to time periods following the closing date:

a. Prepaid rent and additional rent (as defined in this paragraph);
b. Interest on any existing indebtedness assumed by Purchaser.
c. Prepaid insurance and utility deposits;
d. Security deposits; and
e. If a tenant is in default in the payment of rent on the closing date, Seller shall retain the claim for and right to collect such rent which is in default and should any collection be made by Seller of rent for a period after the date of closing, upon receipt, Seller shall pay said sum for post-closing rent, less reasonable costs for collection, to Purchaser. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rent") and any rent or additional rent that is collected by Purchaser after closing attributable in whole or in part to any period prior to closing, shall be promptly paid back to Seller. Exceptions: None.

6. ***SPECIAL ASSESSMENTS/TAXES.***

a. All special assessments which are or become a lien on the Property on or before date of Closing shall be paid by Seller. All special assessments which will become a lien on the Property after the date of Closing shall be paid by Purchaser. Exceptions: None.

b. Taxes shall be deemed to cover the Calendar Year in which the Taxes are first billed. Taxes which are first billed in years prior to the year of closing shall be paid by Seller without pro-ration. Taxes which are first billed in the year of closing shall be prorated so that Seller shall be charged with taxes from the first of the year to closing date and Purchaser charged with Taxes for the balance of year. If any bill for Taxes pro-ratable hereunder is not yet issued, the current taxable value and tax rate shall be substituted, therefore, and used in pro-ration hereunder.

c. Purchaser shall be responsible for paying all transfer fees and taxes on the Covenant Deed delivered to Purchaser.

d. Purchaser acknowledges that the Property is currently tax exempt. Upon purchase by Purchaser, the Property will be placed on the tax rolls for the tax year of purchase. Purchaser will be solely responsible for payment of tax obligations.

7. *TITLE INSURANCE.*

Purchaser, at its sole costs and expense, shall obtain at closing with an ALTA owner's policy of title insurance, without standard exceptions, and containing zoning, access and comprehensive endorsements (the "Endorsements"), insuring the Purchaser is vested with good, fee simple, marketable and insurable title to the Property, subject only to the Permitted Exceptions, covering the Property in the amount of the purchase price (the "Title Policy"). The issuance of the Title Policy shall be a condition to Purchaser's obligation to close this transaction.

(a) Title Commitment Within fifteen (15) business days following the Effective Date of this Agreement, Seller shall cause to be issued and delivered to Purchaser a commitment (hereinafter referred to as the "Commitment"), for the Title Policy to be issued at closing by the title company, Diversified National Title Company (the "Title Company") in the **full** amount of the purchase price. The Title Company shall deliver to Purchaser copies of all items set forth therein as exceptions or defects of title to permit Purchaser to review the state of title to the Property, including, but not limited to tax appeals, tax liens and financing statements. All standard exceptions to coverage shall be deleted by the Title Company. Purchaser shall *have* the right to require such additional endorsements to the Title Policy as Purchaser's counsel may reasonably require, at Purchasers expense. The Seller shall pay the premium for the Title Policy at or before closing.

(b) Objections To Title. The Purchaser shall have thirty (30) days from the date it receives the Commitment to notify Seller in writing of Purchaser's objections to any exceptions, other than Permitted Exceptions. If Purchaser objects to Seller's title as disclosed by the Commitment within the time and in the manner required by this section, Seller shall have thirty (30) days after receiving written notice of the particular defect(s) claimed either: (1) to remedy the title defects to the satisfaction of the Purchaser, or (2) to obtain a Commitment for title insurance "insuring over" the defect(s) in title. If Seller fails or refuses to remedy the defect(s), or obtain a Commitment for title insurance "insuring over" the defect(s) in title, then Purchaser may elect, so long as the election is made prior to the closing to either proceed to closing, taking title subject to the defect(s) without reduction of the purchase price, or to instruct the Title Company to return the

Deposit to the Purchaser in full termination of this Agreement and thereafter neither party shall have any further rights or obligations under this Agreement.

(c) Permitted Exceptions. Subject to Purchaser's rights under sections 9a and 9b above, the Property shall be conveyed to Purchaser subject only to the following Exceptions, all of which shall be "Permitted Exceptions":

(i) Those Exceptions which are affirmatively approved by the Purchaser in writing;

(ii) Those Exceptions which the Title Insurer will "insure over" with affirmative coverage that is acceptable to Purchaser in writing;

(iii) Easements for water, sanitary sewer, storm sewer, electricity, telephone, and other utility purposes, if any, which do not interfere with Purchaser's intended use of the Property; and

(iv) Real estate taxes subject to the tax proration provisions of this Agreement.

8. *CONVEYANCE.*

a. Upon performance by Purchaser of the closing obligations specified in Section 17 below, Seller shall convey fee simple, marketable title to the Property to Purchaser by Covenant deed free and clear of all liens, defects and encumbrances, except for the Permitted Exceptions.
b. This conveyance is subject to Lansing City Council approval, prior to the date of conveyance.

9. *REPRESENTATIONS. WARRANTIES AND COVENANTS OF SELLER.*

Except as otherwise set forth in this Agreement, Seller represents and warrants to Purchaser as follows:

a. Seller is the fee title owner of the Property.
b. There are no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any party other than Seller.
c. Seller is not aware of any proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed and paid for as of the Effective Date.
d. Seller has not received any notice of, and has no knowledge of, any existing or

threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property.

e. Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws.
f. Seller shall deliver to Purchaser, on or before the Closing Date, currently executed tenant estoppel certificates in form acceptable to Purchaser covering any of the Property that has been leased, each with a full and complete copy of the lease attached.
g. Seller's interest in the Real Property shall be transferred to Purchaser on the closing date, free from liens, encumbrances, claims of others, except for the Permitted Exceptions.
h. Performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
i. There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or involving Seller or Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding, which could have a material adverse impact on Purchaser or Purchaser's title to and use of the Property, either before or after closing.
j. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in its current condition and repair during the interim period between the acceptance of this Agreement and the closing date, except to the extent such operating and repair is Tenant's responsibility under any lease.
k. If a statement(s) of income and expense with respect to the operation of the Property is (are) attached as Exhibit B, such statement(s) is (are) accurate for the period(s) designated.
l. Copies of all written leases shall be supplied to Purchaser by Seller within fifteen (15) days after Effective Date; and
   1. All of the leases are in full force and effect; no party is in default thereunder, and no leases have been modified, amended or extended, except as provided in the written leases;
   2. No renewals or extension options have been granted;
   3. No tenant has an option to purchase the Property;
   4. The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
   5. Any security deposits will be credited to Purchaser at time of closing;
   6. No real estate brokerage commission will be payable under any existing arrangement upon exercise of any option or other right to extend or renew the term of any lease.
m. Seller is without actual knowledge as to the presence of any toxic or hazardous substances or any underground storage tanks on the Property.

10. WARRANTIES OF PURCHASER.

Except as otherwise provided in this Agreement, Purchaser represents and warrants to Selleras follows:

a. Purchaser is familiar with the physical condition of the Property and upon expiration of the Inspection Period agrees to accept the Property "as is" subject to reasonable use, wear and tear between the date of this Agreement and the closing date.
b. The performance of the obligations of Purchaser under this Agreement will not violate any contract, indenture, statue, ordinance, judicial or administrative order or judgment applicable to Purchaser.
c. There is no litigation or proceeding pending, or to Purchaser 's knowledge threatened, against or involving Purchaser, and Purchaser does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Seller or Seller's interest under this Agreement.
d. In entering into this Agreement, Purchaser has not relied upon any written or verbal representations or warranties made by or on behalf of Seller unless same are expressly set forth in this Agreement.
e. The person executing this Agreement on behalf of Purchaser warrants and represents that said person is duly authorized by Purchaser to execute this Agreement and bind Purchaser to the terms of this Agreement.

11. ***DAMAGE TO PROPERTY.***

If between the date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or notice of taking. If Purchaser exercises the right to terminate this Agreement under this Section 13, the Earnest Money Deposit shall be returned to Purchaser and this Agreement shall be null and void. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and at closing, Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

12. ***CLOSING.***

Sale shall be closed as promptly as practical after all necessary documents have been prepared, but in any event not later than fifteen (15) days after expiration of the Inspection Period as same may be extended, unless otherwise agreed to in writing by Purchaser and Seller. If sale is not closed by that date, this Agreement may be terminated at the option of Seller.

13. ***POSSESSION.***

a. Seller shall grant to Purchaser possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants then in possession, which existing leases are more fully described in the attached Exhibit C.

b. Until the time in which the Property is developed such that it no longer is a Parking Lot, or within 24 months of the closing date, whichever is earlier, Purchaser shall make the Property open to the public for parking after 5 PM each day. Prior to any vertical development, the continued availability of surface parking in the evenings for events downtown is of significant importance to Seller, which cannot be quantified or valued directly, and a calculation of damages for breach of this provision cannot be reached. Therefore, in the event of any such breach, Purchaser agrees to pay $50 to Seller for each such documented event of breach.

14. ***SELLER'S CLOSING OBLIGATIONS.***

At closing, Seller shall deliver the following to Purchaser:

a. The covenant deed as specified in Section 5 of this Agreement;
b. An assignment by Seller of Seller's interest in all leases which shall contain an assumption by Purchaser of Seller's obligations arising after the closing, together with the original or a true copy of each lease;
c. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser;
d. Any other documents required by this Agreement to be delivered by Seller; and
e. Seller shall pay for all costs required to convey clear title.

15. ***PURCHASER'S CLOSING OBLIGATIONS.***

At closing, Purchaser shall deliver to Seller the following:

a. The cash portion of the purchase price specified in Section 5 above in the form of a wire transfer in U.S. currency, as adjusted by the costs, apportionments and assignments in accordance with this Agreement;
b. The assumption by Purchaser of the obligations of Seller under the Leases and other contracts; and
c. Any other documents required by this Agreement to be delivered by Purchaser.

16. ***ENVIRONMENTAL.***

During the Due Diligence Period (as defined further herein) or any extension thereof, Purchaser may, at its expense, conduct a Phase I environmental site assessment of the Property in accordance with ASTM International Standard Practice E1527-13 ("Phase I") and such further sampling and testing of soil, groundwater, soil vapor, indoor air, or any other environmental medium or building component at the Property ("Phase II Work"). Purchaser and its environmental consultants are hereby given permission to access the Property for this purpose. Purchaser and its environmental consultant shall have the right to interview representatives of Seller who have knowledge of conditions and events relevant to the operating history or environmental condition of the Property. If the Property is a "facility" within the meaning of Part 201 of the Michigan Natural Resources and Environmental

Protection Act, MCL 3 24.20101 et seq. ("Part 201"), or determined to be contaminated property within the meaning of any environmental statute, Purchaser may, at Purchaser's expense, prepare and submit to the Michigan Department of Natural Resources and Environmental Quality ("MDEQ") a "baseline environmental assessment," or "BEA," pursuant to Section 26 of Part 201, MCL 324.20126. Purchaser may also, at its expense, prepare a plan ("Due Care Plan") to meet due care obligations at the Property imposed under Section 7a of Part 201, MCL 324.20107a. If any environmental condition disclosed by the environmental assessment is unacceptable to Purchaser, then, Purchaser may terminate this Agreement, in which case the Good Faith Deposit shall be returned to Purchaser. If it is determined by Purchaser to be necessary to file the BEA, the date for closing shall be extended by sixty (60) days.

It is hereby acknowledged that neither Purchaser, nor its assignee, assumes any responsibility or liability that Seller may have as a result of the environmental condition of the Property that may be imposed upon Seller by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, a requirement to report, assess, investigate, abate and/or remediate the Property), resulting from a release of petroleum product or hazardous substance (as defined under CERCLA, 42 U.S.C. Section 9601 et seq.) upon the Property during Seller's ownership or operation of the Property, and Seller shall be responsible for compliance with any such requirement, if any. The Seller shall indemnify and hold harmless Purchaser from such claims, demands, penalties, obligations and liabilities of all nature (including, but without limitation, Purchaser's and/or its assignee's reasonable attorneys' fees that may be incurred in defense thereat), relating to or as a result of a release of petroleum product or hazardous substance (as defined under CERCLA, 42 U.S.C. Section 9601 et seq.) of any nature upon the Property during Seller ownership or operation of the Property, as well as such costs, expenses or fees that may be incurred if an underground storage tank ("UST"), or any portion of a UST system is subsequently located upon the Property, including, but without limitation, the expense of removing said UST or system and closing said UST or system in accordance with applicable laws.

17. ***PURCHASER'S CONTINGENCIES/INSPECTION PERIOD.***

This offer and the obligations of Purchaser hereunder are contingent upon Purchaser's receipt and satisfactory review and approval of the following all of which must be satisfactory to Purchaser in its sole and absolute discretion:

(a) Survey, the title Commitment and Title Policy.
(b) Inspection of the Property by Purchaser by a licensed contractor and/or inspector of Purchaser's choice. Purchaser shall have the right to enter upon the Property during reasonable business hours for purposes of inspections and tests.
(c) Purchaser obtaining all necessary site plan and land use approvals for its

intended use of the Property from all governmental entities having jurisdiction over the Property and the Property being appropriately zoned for Purchaser's intended use.

(d) All easements and restrictions.

(e) Phase I and II environmental assessments and Baseline Environmental Assessment if determined necessary.

(f) All legal and financial documents, leases, service contracts and other documentation.

(g) Available public incentives.

(h) Representations and warranties contained herein are accurate and correct as of the date of Closing with the same force and effect as those such representations and warranties that have been made on such date.

(i) Purchaser's receipt at its own costs and expense of an engineering report or study to its satisfaction of the Property, including, but without limitation, that its soil condition and drainage is suitable for Purchaser's intended developmental use.

U) Legal description of the Property - Exhibit A.

(k) All laws, ordinances, rules, and regulations which govern the Property.

It is agreed that in the event Purchaser is not satisfied with any one or more of the above in its sole and absolute discretion, and Purchaser does not notify Seller of the removal of the above contingencies within 120 days of the Effective Date of this Agreement ("Due Diligence Period"), then this Agreement shall be null and void. Purchaser shall be entitled to a full and prompt refund of its deposit, and neither party shall have any further liability to the other. If Purchaser does so notify Seller of the removal of all the above contingencies, this sale shall be closed as promptly as practical after all necessary documents have been prepared. If Purchaser has not completed its Due Diligence (as determined in its sole discretion) within said 120 day Due Diligence Period, Purchaser may extend the Due Diligence Period by an additional thirty (30) days and accordingly, Purchaser shall have an additional thirty (30).days or 150 days from the Effective Date of this Agreement (new Due Diligence Period) to notify Seller of the removal of the above contingencies.

18. ACCESS TO PROPERTY.

Purchaser and its agents and representatives shall have the right, during normal business hours and after reasonable advance notice, to enter upon the Property during the Due Diligence Period for the purpose of conducting such inspections, investigations and studies as Purchaser deems reasonably necessary. Purchaser's access to the Property shall be subject to the rights of tenants and Purchaser shall not unreasonably disturb any of the tenants in conducting any inspections, tests and studies. In the event of any physical damage to the Property resulting from the exercise by Purchasers of its rights under this paragraph, Purchaser shall restore the Property to its condition prior to incurring such damage.

19. NOTICES.

All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and deemed to have properly given: (i) two (2) days after the due date of mailing, if mailed by certified mail, postage prepared return receipt requested, directed to the parties at the addresses set forth below; or (ii) on the date of actual delivery (or refusal) if personally delivered or served upon the party to be given notice hereunder; or (iii) one (1) day after the date of delivery to an overnight courier service with all fees prepaid, directed to the parties at the addresses set forth below; or (iv) upon receipt by the sending party of successful transmissions, if sent by facsimile or electronic transmission, to the parties at the facsimile numbers or e-mail addresses set forth below.

To the SELLER:	City of Lansing Department of Economic Development and Planning Attn: Brian McGrain 316 N Capitol Avenue, Suite D-1 Lansing, MI 48933 Phone: (517) 483-4060
With a copy to:	Officer of the City Attorney 124 W. Michigan Ave., 5th Fl. Lansing, MI 48933 Phone: (517) 483-4320
To the PURCHASER:	Patrick K. Gillespie 330 Marshall Street, Suite 100 Lansing, MI 48912 Phone: (517) 333-4123
With a copy to:	Attorney for Purchaser Lasky Fifarek PC Attn: Charles L. Lasky 120 N. Washington Square, Suite 625 Lansing, MI 48933 Phone: (517) 267-2222

20. ADDITIONAL ACTS.

Seller shall provide to Purchaser within fifteen (15) days of the Effective Date, complete copies of the following; (1) all existing site assessments, environmental reports, engineering reports, soil, radon, hazardous substance, termite or other tests, studies or reports; (2) all plans, surveys and specifications for the Property; (3) copies of contracts and service agreements affecting the Property which will not be terminated by Seller prior to closing; (4) itemized and inventory of all personal property owned by Seller and used in connection with the operations of the Property; (5) current rent roll, current tenant ledger, current delinquent report and all leases (with any and all amendments and all tenant correspondence); (6) full set of plans, working drawings including, but not limited to, all changes, updates and as-built; (7) any other relevant useful information Purchaser may request.

Purchaser and Seller agree to execute and deliver such additional documents and to perform such additional acts as may become reasonably necessary to effectuate the transfer contemplated by this Agreement.

21. ***ENTIRE AGREEMENT.***

This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

22. ***PURCHASER'S DEPOSIT.***

Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deposit $5,000.00 evidencing Purchaser's good faith (the "Good Faith Deposit"), said Good Faith Deposit to be deposited with DIVERSIFIED NATIONAL TITLE ("Escrow Agent") trust account, in accordance with current State of Michigan licensing regulations, and apply as part of the purchase price. If title is not marketable or insurable, or if the Purchaser does not remove the contingences pursuant to paragraph 19 above, or if Purchaser terminates this Agreement pursuant to other terms and conditions expressly written herein, or any other contingencies as specified, which cannot be met, this Good Faith Deposit will be refunded forthwith. In the event of default by the Purchaser, the Good Faith Deposit may be forfeited as liquidated damages to Seller and shall be the sole remedy for Seller. In the event of any default by Seller hereunder, the Purchaser may, in addition to any other remedies that may be available to it as law or equity, elect to enforce the terms of this Agreement. Seller agrees that Purchaser will be irreparable harmed by Seller's failure to comply with and perform as provided by this Agreement. In the event Purchaser seeks to enforce the terms of this Agreement, Purchaser shall be entitled to specific performance. All remedies are cumulative.

23. ***EFFECTIVE DATE.***

The Effective Date of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of a written acceptance (by either Seller or Purchaser) of the final counteroffer submitted by the other party.

The Effective Date shall be entered in the upper left-hand corner of the first page of this Agreement and shall be initialed and acknowledged by both parties.

24. *OTHER PROVISIONS.*

A Purchaser and Seller represent and warrant to each other that negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the assistance of any broker, finder or other originator who is entitled to a fee or other compensation or commission for such services. Seller assumes full responsibility for any commission due.

25. *ASSIGNMENT.*

Purchaser may assign its rights under this Agreement to any entity in which Patrick Gillespie is a manager or member, provided, however, that such assignment does not relieve the original Purchaser under this Agreement from liability under this Agreement. A copy of any assignment of this Agreement must be promptly delivered to Seller, and in any event before said assignment shall be binding upon Seller.

26. *CONFIDENTIALITY.*

All leases, surveys, environmental reports, inspection reports and other information provided by Seller or Seller's agents, attorneys, consultants, accountants, and experts shall be deemed confidential information which Purchaser agrees not to disclose to third parties (except for Purchaser's agents, attorneys, consultants, accountants and other professional advisors) without Seller's prior written consent.

Seller further agrees that Seller will not disclose the fact that discussions or negotiations are taking place concerning this transaction except on a need-to-know basis only.

27. *LIST OF EXHIBITS (which may or may not be attached).*

_ Exhibit A - Legal Description
_ Exhibit B - Statement of Income and Expenses
_ Exhibit C – Leases

The parties have executed this Agreement effective on the date and year first above written as the Effective Date.

[The remainder of this page is intentionally left blank. Signatures are contained on the following page]

Purchaser:

GG Acquisitions, LLC, a Michigan Limited Liability Company

By: Gillespie Group Manager, Inc.
Its: Manager

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

Seller:

City of Lansing

By:____________________
Its:

Approval as to Form:

By:____________________

Department of Economic Development and Planning
Brian McGrain, Director

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MEMORANDUM

To: Lansing Planning Board

From: Andy Fedewa, Planner

Date: October 5, 2021

Subject: Solar Energy Systems and the Form Based Zoning Code

The City of Lansing will be applying for SolSmart designation, this is a national technical assistance organization that helps municipalities become ready and friendly for solar markets. Although Lansing has few obstacles for solar installations some of SolSmart's criteria are not explicitly found in Lansing processes. This memo serves as a rundown of solar energy systems and the Form-Based Zoning Code. The Planning Office is receptive to any Planning Board Member suggestions to the following provisions.

Site solar energy systems (SES) or solar panels, are accessory structures allowed by-right in all zoning districts. Large utility-grade solar arrays are considered 'power plants' and are permitted by-right in IND-1 and IND-2 districts (Suburban and General Industrial, respectively).

Solar panels are components of 'green' buildings in the Recognized Benefits section for Site Development Incentives detailed in Sections 1243.02 and 1245.02. Simply put, certain flexibilities for site layout, building height, and reduced parking requirements can be approved in return for social benefits including but not limited to, additional open space or landscaping, low-impact development, pedestrian amenities, and green building design.

Solar energy systems are allowed by-right, but City of Lansing Planning & Zoning staff still supports minimal standards on such systems only so that ground mounted systems do not tower over a neighboring residential property. These provisions, paraphrased, are proposed in the First Amendment Draft to govern solar energy systems in the Form-Based Zoning Code:

- Wall-mounted SES cannot project into the front yard, but may project 5' into the required rear yard setback, and 3' into the required side yard setback. [1250.03.01 a)]
- Roof-mounted SES can exceed the allowable height limit of the district it is in by up to 18". [1250.03.02 b)]
- Ground-mounted SES need to be screened from adjoining residential uses by landscaping, tree cover, fencing, or any combination thereof. [1250.04.01 b)10)]
- All associated ground-mounted system electrical lines must be buried. [1250.04.01 b)11)]
- Ground-mounted SES are restricted to a maximum 6' from the existing grade, and can have the grade lowered at the point of installation to meet this requirement, if it is a tall system. [1250.04.01 b)12)]

Some other provisions may affect SES incidentally such as accessory ground structures being at least three (3) feet from the property line and tall projecting units on the roofs of commercial and industrial buildings being screened in some fashion like any other HVAC unit.

These standards are modest and in no way meant to prohibit any solar energy system type. No other provisions exist to prohibit visibility from the right-of-way, govern unit size, or require glare screening, design review, or neighbor consent. They City of Lansing has received only a handful of applications for solar energy systems in the last few years, but we hope to encourage a substantial growth. To do that the zoning code must have minimal restrictions and continue to allow them by-right in all zoning districts.

Respectfully submitted,
Andy Fedewa, Planner