Andy Schor
Mayor

LANSING PLANNING BOARD
Regular Meeting
Wednesday, November 3, 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 on Microsoft Teams via this hyperlink or Zoom via this link https://us02web.zoom.us/j/87617498101.

AGENDA

1. **OPENING SESSION**
   - **A.** Roll Call
   - **B.** Excused Absences
2. **APPROVAL OF AGENDA**
3. **COMMUNICATIONS**
4. **PUBLIC HEARINGS**
   - **A. SLU-1-2021,** Special Land Use Permit for a new parking lot at 611 N. Butler Blvd.....**1**
5. **COMMENTS FROM THE AUDIENCE (please limit comments to 3 minutes per person)**
6. **RECESS**
7. **BUSINESS**
   - **A. Consent Items**
     - **(1) Minutes for approval:** October 5, 2021.....**2**
     - **(2) Approval of the 2022 Planning Board Meeting Schedule**..... **3**
   - **B. Old Business**
     - **(1) Act-8-2021** – Lot 50 Property Sale.....**4**
   - **C. New Business**
     - **(1) SLU-1-2021,** Special Land Use Permit for a new parking lot at 611 N. Butler Boulevard
8. **REPORT FROM PLANNING MANAGER**
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).

GENERAL INFORMATION

APPLICANT/OWER:	A.L. Williams Consulting, LLC 30311 Fox Club Drive Farmington Hills, MI 48331
REQUESTED ACTION:	Special land use permit to construct a parking lot at 611 N. Butler Blvd.
EXISTING LAND USE:	Vacant
EXISTING ZONING:	"R-6B" Urban Detached Residential District
PROPERTY SIZE & SHAPE:	50.1' x 126.4' = 6,332 square feet
SURROUNDING LAND USE:	N: Parking lot S: Single & 2-family residential E: Single Family Residential W: 4-unit residential
SURROUNDING ZONING:	N: "MX-C" Mixed Use Corridor S: "R-6B" Urban Detached Residential E: "R-6B" Urban Detached Residential & "MX-C" Mixed Use Corridor W: "R-6B" Urban Detached Residential
MASTER PLAN DESIGNATION:	The Design Lansing Comprehensive Plan designates the subject property for medium/low density residential use. Butler Blvd. is designated as a local road.

REQUEST

This is a request for a special land use permit to utilize the property at 611 N. Butler Blvd. (vacant parcel north of 609 N. Butler) for a parking lot to provide additional parking for the retail businesses on the adjacent property to the north. Parking lots are permitted in the residential zoning districts, if a Special Land Use permit is approved by the Lansing City Council.

ANALYSIS

Section 1262.02(f)(1)-(2) sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

1. **Is the proposed special land use designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area?**

   The applicant owns the adjacent property to the north of 611 N. Butler Blvd. and intends to combine the two properties into one parcel that would be developed into a parking lot for use by the businesses along Saginaw Street. The parking lot on the subject property would directly adjoin two properties that are zoned and being used for residential purposes. If not constructed, managed and properly designed, the parking lot could have negative impacts on these properties in terms of noise created by vehicles, activity in the parking lot and headlight glare. If the special land use permit is approved, it should be conditioned upon the installation of a 6-foot high, opaque fence along the south and west property lines. It should also mandate that the parking lot is designed to have the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and hence, the parked vehicles will face north so that the headlights will not shine towards the residential properties.

2. **Will the proposed special land use change the essential character of the surrounding area?**

   The proposed parking lot will not necessarily change the essential character of the area as it is merely intended to provide additional parking for existing uses. The special land use permit will, however, allow parking to encroach into the residential neighborhood. With the conditions described above, the parking lot should not negatively impact the surrounding residential properties. The primary concern is that authorization of the special land use permit could set a negative precedent for future requests to utilize residential land for parking to support adjoining or nearby commercial uses, which would change the essential character of the area.

3. **Will the proposed special land use interfere with the enjoyment of adjacent property?**

   The conditions of approval described in the analysis for the first evaluation criterion should prevent any negative impacts of the parking lot on the adjacent residential parcels.

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**

   Not applicable. The site is currently vacant.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare?**

   The noise, headlight glare and increased level of activity in general could negatively impact

the peaceful enjoyment of the adjoining residential properties. If approved, a 6-foot high, opaque fence in the buffer areas between the parking lot and the adjoining residential properties to the south and west would need to be installed to help mitigate these types of nuisances.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

A site plan, prepared by a civil engineer, that includes a storm-water management plan would need to be submitted to the City for review and approval, prior to construction of the parking lot.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

The proposed special land use is not expected to increase the demand on public services and facilities in excess of current capacity. The proposed parking lot would not draw additional traffic to the site but merely provide more off-street parking to accommodate the needs of the existing businesses along Saginaw Street. If approved, a storm water management would need to be reviewed and approved by the City Public Service Department as part of the site plan review process.

8. **Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?**

The proposed parking lot is clearly not consistent with the intent of the R-6B zoning district or the objectives of the Design Lansing Comprehensive Plan as described below:

> Zoning Ordinance: " preserve the historic character of Lansing's most urban neighborhoods maintaining the scale of medium-density single-family detached residences. These neighborhoods feature small lots, early 20th century-built homes often with alleys and rear loading garages. Infill development in this district should respect the historic single-family character. Typical character types include Four-Square, Craftsman, and Queen Anne vernacular types. Front-facing gable and hip roofs are typical. The intent of sub-district R-6B is to integrate attached residential units into appropriate locations at the perimeter of established residential neighborhoods. Attached residential units are intended to provide a physical transition from the adjacent busier street types, and/or non-residential uses to the purely residential neighborhood."
>
> Comprehensive Plan: "To provide an environment for medium-low density single-family detached; single family attached (townhomes); and two-family dwelling units."

With only one exception, the zoning ordinance designates the north, approximately ½ of the 900 and 1000 blocks of Saginaw Street for commercial use and the south ½ for residential use. If the subject property were to be used for parking, even though it would not result in changing the zoning, it would breach the line between the commercial and residential areas which could set a negative precedent for future requests to utilize residential properties in the area for parking lots. This would not only be contrary to the intent of the zoning ordinance but to the master plan as well, a primary goal of which is to preserve the character of residential neighborhoods.

9. Will the proposed special land use meet the dimensional requirements of the district in which the property is located?

The applicant has not provided a plan for the proposed parking lot. The site is 50.1 feet wide by 126.4 feet deep. No parking is permitted within the 20-foot front yard setback. The required dimensions for a parking space are 9 feet wide by 18 feet deep with a 24-foot-wide drive aisle. In addition, a 5-foot-wide landscape buffer is required between the parking lot and all adjoining residential properties (south and west). Based on the dimensions of the lot, 1 row of parking with 10 spaces can be accommodated on the subject property by itself. If approved, the applicant intends to combine the subject property with the property to its north to provide a larger site for a new parking lot. The number of parking spaces that could be provided would depend on how the lot is designed such as whether it has a one-way or 2-way traffic circulation pattern.

SUMMARY

This is a request for a special land use permit to utilize the property at 611 N. Butler Blvd. (vacant parcel north of 609 N. Butler) for a parking lot to provide additional parking for the retail businesses on the adjacent property to the north. Parking lots are permitted in the residential zoning districts, if a Special Land Use permit is approved by the Lansing City Council.

Based on the findings described in this staff report, the proposal does not comply with some of the following criteria set forth in Section 1262.01(f)(1)-(9) of the *Zoning Code* for evaluating Special Land Use permits.

1. The proposed Special Land Use could be harmonious with the character of adjacent properties and surrounding uses, if conditions are imposed to mitigate any negative impacts of the parking lot such as noise and light glare.
2. The proposed Special Land Use will not necessarily change the essential character of the surrounding properties.
3. The proposed Special Land Use may interfere with the general enjoyment of adjacent properties, unless conditions are put in place to mitigate noise and light glare.
4. The proposed Special Land Use does not necessarily represent an improvement to the lot since it is currently vacant.
5. The proposed Speandcial Land Use may create some nuisances for the adjacent properties, unless mitigated by screening, buffering and parking lot design.

6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is not consistent with the goals of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use can comply with the dimensional requirements of the Zoning Ordinance.

RECOMMENDATION

Staff recommends denial of SLU-1-2021, to permit a parking lot on the property at 611 N. Butler Blvd., based on the findings described in this staff report.

Should the Planning Board and/or City Council determine that the special land use permit does comply with the evaluation criteria listed above, staff recommends the following conditions of approval:

* Installation of a 6-foot high, opaque fence along the south and west property lines, except within the 20-foot front yard setback area (the fence along the south property line may not extend closer than 20 feet to the front property line along Butler Blvd.), and

* The parking lot is designed with the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and the headlights from the parked vehicles will face north rather than towards the adjoining residential properties.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

Subject property
0
North
1018
1014
1013
1004
1002
1001
327
323
322
320
316
313
310
308
307
303
302
629
603
533
531
824

Zoning Map

Zoning Districts

- R-1 - Suburban Detached Res
- R-2 - Suburban Detached Res
- R-3 - Suburban Detached Res.
- R-4 - Urban Detached Res.
- R-5 - Urban Detached Res
- R-6A - Urban Detached Res
- R-6B - Urban Detached Res
- R-MX - Residential Mix
- MFR - Multi-Family Residential
- R-AR - Residential Adaptive Reuse
- S-C - Suburban Corridor
- MX-C - Mixed-Use Corridor
- MX-1 - Mixed-Use Neighborhood Center
- MX-2 - Mixed-Use Community Center
- MX-3 - Mixed-Use District Center

North

Andy Schor
Mayor

LANSING PLANNING BOARD
Regular Meeting
October 5, 2021
6:30 p.m.

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 6:33 p.m.

a. Present: Katie Alexander, Marta Cerna, Tony Cox, Monte Jackson, Thomas Morgan, John Ruge
b. Absent: Dr. Farhan Bhatti (excused), Josh Hovey (excused)
c. Staff: Andy Fedewa, Andy Kilpatrick, Public Service Department Director

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

3. **COMMUNICATIONS** – None

4. **PUBLIC HEARINGS** – None

5. **COMMENTS FROM THE AUDIENCE** – None

6. **RECESS** – Not taken

7. **BUSINESS**

A. Consent Items

(1) Minutes for approval: June 1, 2021

The minutes from the June 1, 2021 Planning Board meeting were approved without objection.

B. Old Business – None

C. New Business

(1) Act-7-2021, Vacation of Schoolcraft Drive & part of N. Washington Avenue

Andy Fedewa, Planner, stated this is a request by Lansing Community College (LCC) to vacate Schoolcraft Drive and a section of N. Washington Avenue, located along the north property line of the college's main campus. Schoolcraft Drive is a one-way street that connects N. Grand Avenue and N. Capitol Avenue and serves as internal access between LCC's parking facilities. The City of Lansing has plans to convert N. Capitol and N. Grand from one-way to two-way streets which will eliminate the need for Schoolcraft Drive.

The section of N. Washington Avenue south of Schoolcraft Drive to W. Shiawassee Street was closed in the 1970s to provide better pedestrian circulation through the LCC campus and was officially vacated and conveyed to LCC in 2003. This vacation request would be for the remainder of the street north of Schoolcraft Drive to Saginaw Street. Mr. Fedewa stated that staff is recommending approval of the request.

Andy Kilpatrick, Director of Public Service said that as part of the vacation, access to Schoolcraft Drive will be removed at N. Capitol and N. Grand to reduce vehicular conflicts. This work will be part of LCC's responsibility. The City agrees to provide new access to LCC's campus at Saginaw Street. All existing storm inlets and storm drains will become part of LCC's maintenance responsibility.

Chris MacKersie, Lansing Community College, said that the College agrees with the City's timeline and that the access points are already blocked for the ongoing Gannon Ramp reconstruction.

Chairman Ruge expressed concerns about the access from Saginaw Street and the vehicular speeds that are sometimes present. Mr. Kilpatrick said there will be an entrance and exit point to and from Saginaw Street to assist with the traffic flow. Mr. MacKersie stated that there will still be other access points from LCC to N. Capitol and N. Grand to keep the circulation network open, and thus, it is not anticipated that there will be traffic back-ups.

Mr. Morgan made a motion, seconded by Mr. Cox, to approve Act-7-2021, vacating Schoolcraft Drive & part of N. Washington Avenue. On a voice vote, the motion passed unanimously (6-0).

(2) Act-8-2021, Sale of City-Owned Property, Lot 50:

Mr. Fedewa stated this is a request by the City's Economic Development & Planning Department (EDP) to sell Lot 50 which is a City owned and operated parking lot at the southwest corner of E. Shiawassee Street and Pere Marquette Drive in the Stadium District. Lot 50 has generally seen a fair level of use by commuters and people parking during Lansing Lugnuts games, and was resurfaced in early 2020, but has experienced a sustained decrease in use during the Covid-19 pandemic. EDP had no plans to decommission the lot when it was resurfaced and has since been approached by a private party with an offer to purchase the lot. The Department recommends approval of the offer based upon its usage continuing to decrease and since the lot could aid in the redevelopment efforts of the block bounded by E. Michigan Avenue, N. Larch Street, E. Shiawassee Street, and Pere Marquette Drive.

Mr. Morgan asked if Lot 50 was appraised or marketed publicly. Mr. Fedewa answered that it was not appraised or marketed, but the Department felt it was an acceptable offer for an underutilized property. Chairperson Ruge questioned why there was not a bid process for public property.

Mr. Jackson requested a statement of how Lot 50 fits in with some sort of overall Parking Services Division plans.

Mr. Cox stated he would like to see more due diligence with a public bid process.

Ms. Cerna asked how the parcel would be marketed. Mr. Fedewa said he would have to confirm with Brian McGrain, Director of Economic Development, but usually city-owned lots are displayed on the State operated Redevelopment Ready Communities

program and Lansing Economic Area Partnership (LEAP) websites.

Chairperson Ruge stated that he would like to see more concrete redevelopment plans as there is too much surface parking downtown and in the Stadium District.

Mr. Morgan agreed that he wants to see Lot 50 publicly marketed.

Mr. Morgan made a motion, seconded by Mr. Jackson, to table Act-8-2021, to allow for an appraisal of the subject property, time for the property to be publicly marketed, and a brief review of how Lot 50 fits into the overall Parking Services plans. On a voice vote the motion passed unanimously (6-0).

8. REPORT FROM PLANNING MANAGER –

A. Solar Energy Systems and Zoning Ordinance Memo:

Mr. Fedewa stated the City's Sustainability Manager is going through the process of applying for SolSmart designation. This is a technical assistance organization that helps municipalities become ready and friendly for solar markets. A component of this process is to review the zoning code and its provisions for solar energy systems (SES). The Planning & Zoning Office has treated SES as an accessory in all zoning districts allowed by-right, but no text is explicitly stated in the current zoning code. Staff has included new language and provisions in the proposed Amendment Draft of the Form-Based Zoning Code that will be reviewed by City Council.

The purpose of SolSmart review is to guarantee zoning provisions are not overly restrictive of solar energy systems. The Planning & Zoning Office supports this goal, but also maintains that SES should be treated similarly to other accessory structures and mechanical equipment standards. Generally proposed Amendment Draft language requires that wall-, roof-, and ground-mounted systems not excessively infringe on required yard setbacks or height limits.

Chairperson Ruge expressed a concern about wall-mounted systems being allowed to project into the required side-yard setback if those minimums are 5' on one side of the house, 10' on the other. This reads that wall-mounted systems could be tilted within two feet of the property line. Mr. Fedewa agreed with the sentiment and stated generally in our most dense neighborhoods where this would be an issue that wall-mounted systems are not ideal because of the dense tree cover and that proximity to neighboring houses.

Board Member Alexander asked if there is a fund to subsidize the costs of solar installations. Mr. Fedewa replied that this program does not offer any funding or grants and that the City should look into removing permit fees or starting a fund for installations, but those options are just a discussion for now.

Board Member Jackson asked what benefits there are to designation. Mr. Fedewa replied that it is a way to comprehensively review the processes the City has in place and the City can market itself as open and able to handle solar systems city-wide.

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 7:08 p.m.

PLANNING BOARD
MEETING SCHEDULE
2022

DATE	TIME	PLACE
Tuesday, January 4, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, February 8, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, March 8, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, April 5, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, May 3, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, June 7, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, July 5, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, August 2, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, September 6, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, October 4, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Wednesday, November 2, 2022*	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**
Tuesday, December 6, 2022	6:30 PM	Neighborhood Empowerment Center **600 W. Maple St.**

Act-8-2021, Sale of City-Owned Property, Lot 50 - STAFF REPORT

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

APPLICANT	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

ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

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.

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: _____

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

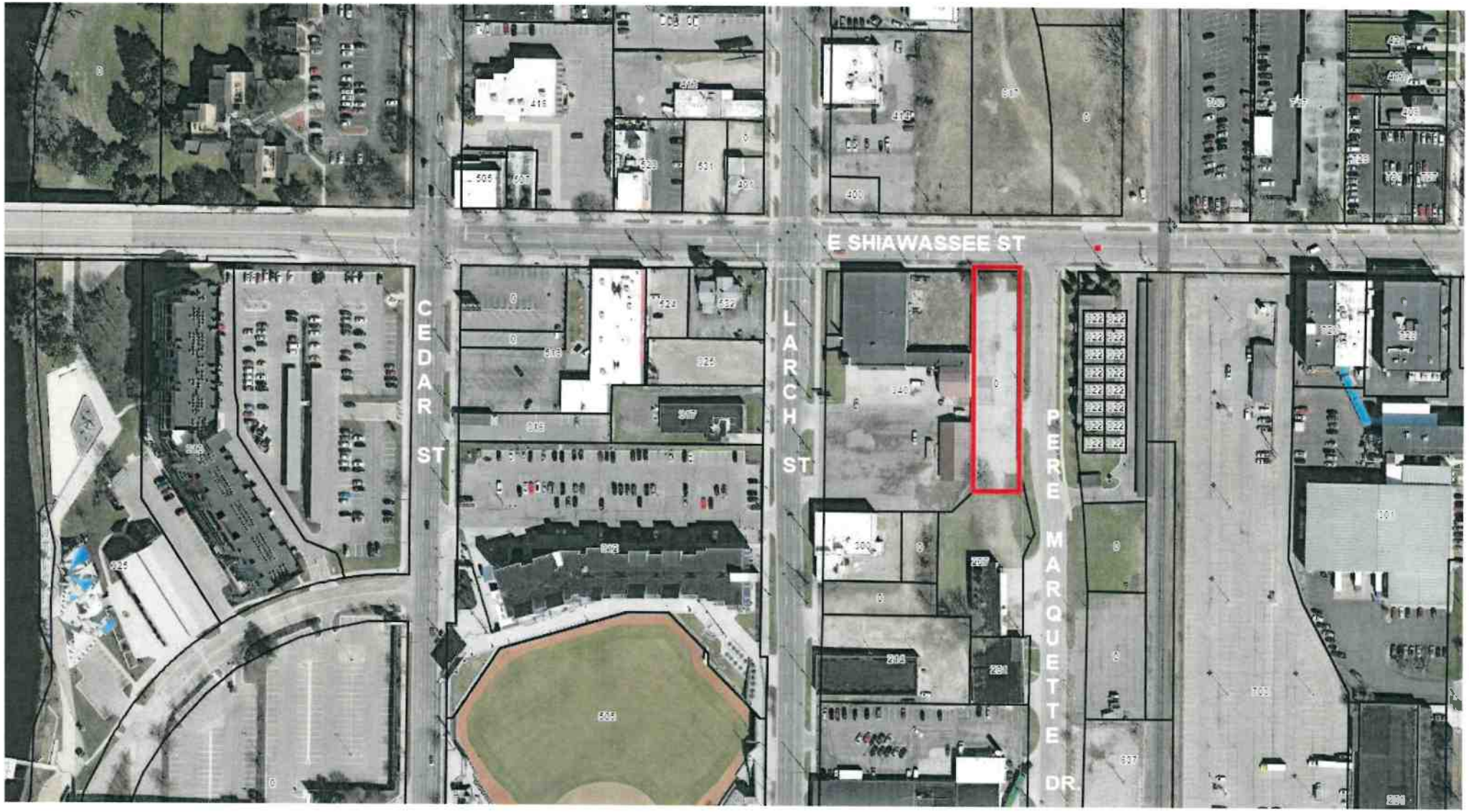
_____/_____
Date

_____/_____
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

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 Seller as 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:_____