

AGENDA

Committee on Development and Planning AGENDA FOR DECEMBER 7, 2021 AT 3:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-7683 prior to the meeting.

**Based on guidelines from the Centers for Disease Control (CDC) and the current level of hospitalizations,
Council President Spadafore is requesting members of the public, City staff and Council Members
wear face coverings at meetings of the City Council and their Committees.**

Council Member Spitzley, Chairperson
Council Member Garza, Vice Chairperson
Council Member Hussain, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. November 16, 2021
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. ACTION - ACT-1-2020; Street Vacation; Jerome Street and N Holmes Street
 - C. RESOLUTION - Act-7-2021; Vacation of Schoolcraft Dr. and part of North Washington Ave.
 - D. RESOLUTION - Objecting to the Transfer of All Unsold Tax Reverted Properties from the Eaton County Treasurer to the City of Lansing
 - E. RESOLUTION - Objecting to the Transfer of All Unsold Tax Reverted Properties from the Ingham County Treasurer to the City of Lansing
 - F. RESOLUTION - Setting a Public Hearing in consideration of SLU-1-2021; Special Land Use Permit, 611 N. Butler to allow for the construction of a surface parking lot in the "R-6B" Urban Detached Residential Zoning District
 - G. RESOLUTION - Setting a Public Hearing in consideration of an Ordinance to amend Chapter 1218 to conform to the Soil Erosion and Sedimentation Control Act Michigan Codified Law 324.9101
 - H. RESOLUTION - Cell Tower Land Lease Contract Renewals
 - I. RESOLUTION - Set Public Hearing; OPRA District; 1102 S Washington Avenue

J. RESOLUTION - Setting a Public Hearing in consideration of Obsolete Property Rehabilitation Act (OPRA) District filed by 1247 Center Street LLC for property located at 224 S. Washington Sq.

K. RESOLUTION - Establishment of Red Cedar Redevelopment Project Area

6. Other

7. Adjourn

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES
Committee on Development and Planning
Tuesday, November 16, 2021@ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Spitzley called the meeting to order at 3:30 p.m.

PRESENT via audio/video

Council Member Spitzley, Chair
Council Member Garza, Vice-Chair
Council Member Hussain, Member

OTHERS PRESENT via audio/video

Sherrie Boak, Council Staff
Lisa Hagen, OCA
John Shaski, Sparrow
Greg Venker, OCA
Andrew Fedewa, EDP
Dr. Alane Laws-Barker
Council Member Brandon Betz
Andy Kilpatrick, Dir of Public Service
Jennie Gies, Eastfield Neighborhood Association
Dawn Kettiger, Mi. Nurses Association
Jessie Vanderloan, Mi. Nurses Association
Stacie Bakkegard

MINUTES

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM OCTOBER 19, 2021 AS PRESENTED. MOTION CARRIED 3-0.

PUBLIC COMMENT

No public comment at this time.

Discussion/Action

RESOLUTION – Appointment; Dr. Alane Laws-Barker; At Large Member; EDC/TIFA/Brownfield Authority; Term to Expire 2/28/2027

Council Member Spitzley asked the OCA if the applicant's residency in East Lansing was an issue. Mr. Venker stated there was no residency requirement and therefore no issue.

Dr. Laws-Barker briefly spoke on her 30 years in the Lansing area, her knowledge of economic development in Lansing, and volunteer experience. Dr. Laws-Barker added that what she has seen in her work experience has driven her to help those in need, and more intentionally because her belief is that someone's zip code should not determine the services they get. She added that she was also involved in areas as the founder of Black Business Alliance and Black Chamber of Commerce and with that role partnered with NAACP to help businesses to survive.

Council Member Garza spoke in support of the appointment.

Council Member Hussain spoke on concerns he had in the past with filling roles on this authority, but spoke in support of this appointment based on her resume and statements earlier. He asked her thoughts on how important she thought it was to focus on areas outside of downtown. Dr. Laws-Barker stated her concerns with the buildup in downtown for the people who work here but not live here, so she was interested in building up all of Lansing. There should be a huge role of this authority to help entice businesses in all areas. Council Member Hussain asked Dr. Laws-Barker to attend the monthly Ward meetings.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF DR. ALANE LAWS-BARKER TO THE EDC/TIFA/BROWNFIELD AUTHORITY; TERM TO EXPIRE FEBRUARY 28, 2027. MOTION CARRIED 3-0.

RESOLUTION – Re-passage of ACT-1-2020; Jerome St., N. Holmes St. Street Vacate

Ms. Gies on behalf of the Eastfield Neighborhood Association spoke on concerns the neighborhood has with noise pollution at the hospital. Ms. Gies asked the Committee to consider adding conditions to the ACT that would include:

Maintain the current buildings noise level at or below the City noise ordinance permitted decibels.

Provide the neighborhood with copies of their construction and specification permits.

Maintain the current Jerome Street divider to assist with speeding concerns.

Invest in green infrastructure

Ms. Vanderloan spoke on behalf of the nursing council in current contract negotiations and their concern that vacating the street would not allow them their rights to demonstrate on Jerome Street. Ms. Vanderloan asked Council to delay action until contract negotiations are resolved.

Council Member Spitzley referenced the resolution that had expired in February, the Planning Board minutes from 11/5/2021 that did not reflect a vote from the Planning Board, and asked the OCA how the Planning Board cannot vote on a new resolution, when the other one from 2020 had expired 9 months ago. It was noted by her that Council gets their recommendations from the Planning Board for their consideration.

Mr. Venker informed the Committee that the Planning Board does not have to vote again, and added that their opinion is that that Planning Board did not have to vote in first place per statute or ordinance, but that is how the City handles the applications. He went on to state that the policy of the City, whether they dispose or vacate a street, is to provide a review to have an opportunity for everyone to come together and review, including LBWL, Public Service, etc. Mr. Venker reiterated that the Planning Board does vote and make recommendation but they are not legally required to for the City to vacate a right of way according to the land act. Mr. Venker then elaborated on whether the Council has something to act on, and in OCA opinion, procedurally the request is still the same and the review that was done in 2020 along with the information of the application is identical to what the Committee has in front of them. Since

2020 he assured the Committee, nothing has changed with BWL or public service. Mr. Venker concluded by stating to the Committee that from the legal perspective there is no requirement for the Planning Board to do something simple, and as for Council action he assured them the document is the same as it was 16 months ago.

Council Member Hussain commented to the public and OCA that Council has to consider public interest and best practice. He struggled with a document that expired 9 months ago, and when the resolution was approved in August 2020, it clearly stated it would expire in 6 months if conditions were not met, so therefore 9 months after that expiration he expected an updated recommendation from the Planning Board. He concluded by stated he does not want to set precedence because and over the years of his time on Council when something expires applicants have to start over.

Council Member Garza stated to OCA that it appears per their statement that the Planning Board did not have to vote in 2020, but they did and therefore now that it has expired, they should review, vote and provide recommendation again.

MOTION BY COUNCIL MEMBER GARZA TO TABLE THE RESOLUTION FOR THE REPASSAGE OF ACT-1-2020; VACATE STREET; JEROME S., N. HOLMES ST. SEINDING IT TO THE PLANNING BOARD FOR THEIR REVIEW AND RECOMMENDATION.

Council Member Spitzley reiterated to all present that there is a procedure whether legally required or not but that is the process. In February the resolution expired and therefore in her understanding there is no resolution to re-pass. Therefore she concurs that the process should start over and supports taking back to the Planning Board. Council Member Spitzley added that the Planning Board could still act on this in 2021 and in time for Council to act. She concluded by stating that she supported it in 2020, but cannot support the process they are attempting to take and the possibility it would open up the door for all resolutions that have expired.

MOTION CARRIED 3-0.

Ms. Boak was asked to forward the time to the Planning Board by Council Member Spitzley, and she added once the Planning Board reviews it and provides their recommendation she has no issue with discharging out of this Committee to the Committee of the Whole.

The Committee Members and Mr. Shaski held a brief discussion on the City policies that make applications equitable and fair, and clarification on what if any urgency there is in passing this immediately. Mr. Shaski assured the Committee that he was not aware of an urgency that required it to be at Council on 11/8/2021 and was not even aware of that meeting. He did add that it does slow up progress and takes the timeline back. Council Member Spitzley again stated that all major re-zonings, special land uses, ACT, etc. go through the Planning Board and Council takes their recommendations into consideration when they make their decision. The timeline was noted again of it passing in 2020, expiring in February, 2021 and Council not seeing this request until November, 2021 and being asked for urgent action, which was an issue with the Council.

Ms. Kettinger clarified her attendance at this meeting was to them it was ironic that the expired resolution was being acted on during their negotiations and picketing, and therefore they did not want the street vacate action to affect them. Council Member Spitzley assured her this is a City policy procedure concern that needs to be address to maintain the integrity of the City policy

and procedure. Mr. Shaski assured Ms. Kettinger that this project and street vacation goes back to 2015 and has nothing to do with the informational strike.

Adjourn

Adjourned at 4:17 p.m.

Submitted by Sherrie Boak

Recording Secretary, Lansing City Council

Approved by the Committee on

Act-7-2021, Schoolcraft Dr. Street Vacation - STAFF REPORT

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

APPLICANT:	Lansing Community College, 610 N Capitol Ave. Lansing, MI
PROPOSAL:	Vacation of Schoolcraft Drive between N Capitol Avenue and N Grand Avenue and vacation of N Washington Avenue between Saginaw Street and Schoolcraft Drive.
CURRENT OWNER:	City of Lansing
EXISTING LAND USE Use: & ZONING:	Street right-of-way. Zoning: Unzoned street right-of-way
PROPERTY SIZE AND SHAPE:	Rectangular, See "Exhibit B"
SURROUNDING ZONING & LAND USE	North: DT-1, Office South: DT-3, Commercial, Parking West: DT-1, Commercial, Parking East: DT-1, Public park

ANALYSIS

BACKGROUND:

Lansing Community College (LCC) is requesting this vacation to eliminate the City's future maintenance of the right-of-way and to gain sole access of Schoolcraft for their internal parking lot circulation. Schoolcraft Dr. will cease to function as an east-west by-pass of Saginaw St. once N Capitol Ave. and N Grand Ave. are converted to two-way. These have been one-way streets since 1952.

N Washington Ave once ran through the main campus from Shiawassee St. north to Saginaw St. but was closed sometime in the 1970s to provide better pedestrian circulation. The street was officially vacated to become LCC property by City Council on November 24, 2003 as Act-9-02.

LOCATION:

LCC's main campus is located downtown bordered by N Capitol Ave. (west), Saginaw St. (north), N Grand Ave. (east), and E Shiawassee St. (south). Schoolcraft Dr. runs east-west at the north edge of the property for approximately 775 feet, directly adjacent and parallel to Saginaw St.

CHARACTER:

Schoolcraft Dr. serves as an internal drive connecting the one-way streets of Capitol Ave. and Grand Ave, and LCC surface lots and the Gannon Ramp, which is currently being rebuilt. There are some existing parallel on-street parking spaces along Schoolcraft Dr.

Schoolcraft Dr. is inconsequential to the downtown street network and solely provides access to just LCC. Based on comments received from the Public Service Department possible future access will be provided via Saginaw St. See Extent and Agency Referrals for more information.

EXTENT:

The extent of the vacation is the entirety of Schoolcraft Dr. from N Capitol Ave to N Grand Ave. and a 14.86' x 115.5' section of N Washington Ave between Schoolcraft Dr. and Saginaw St. Please see Exhibit B and the aerial.

Any existing storm inlets and storm drains will become part of LCC's property and maintenance responsibility.

Schoolcraft Dr. will be completely closed off from Capitol and Grand with new curbs and a landscaping setback. New ingress and egress curb cuts would be connected to Saginaw St. closer to the center of the LCC parcel. Please see Exhibit C.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

- (A. Kilpatrick) The Public Service Department supports this vacation. Schoolcraft was necessary to provide circulation from Grand to Capitol since these were one way pairs. With the projected conversion of these streets to two-way, Schoolcraft no longer serves the same purpose. With two way traffic, the street would have to be closed at both ends, in which case it would only serve LCC owned properties. The following conditions should be in place regarding the vacation.
 - Washington Avenue is vacated to the two adjacent Schoolcraft parcels.
 - These parcels would be transferred to LCC on the condition that it closes Schoolcraft at both ends at LCC's cost. The City agrees that it will create connections between Schoolcraft and Saginaw at the City's cost.

Building Safety Office:

- No objection.

Lansing Fire Department:

- No objection.

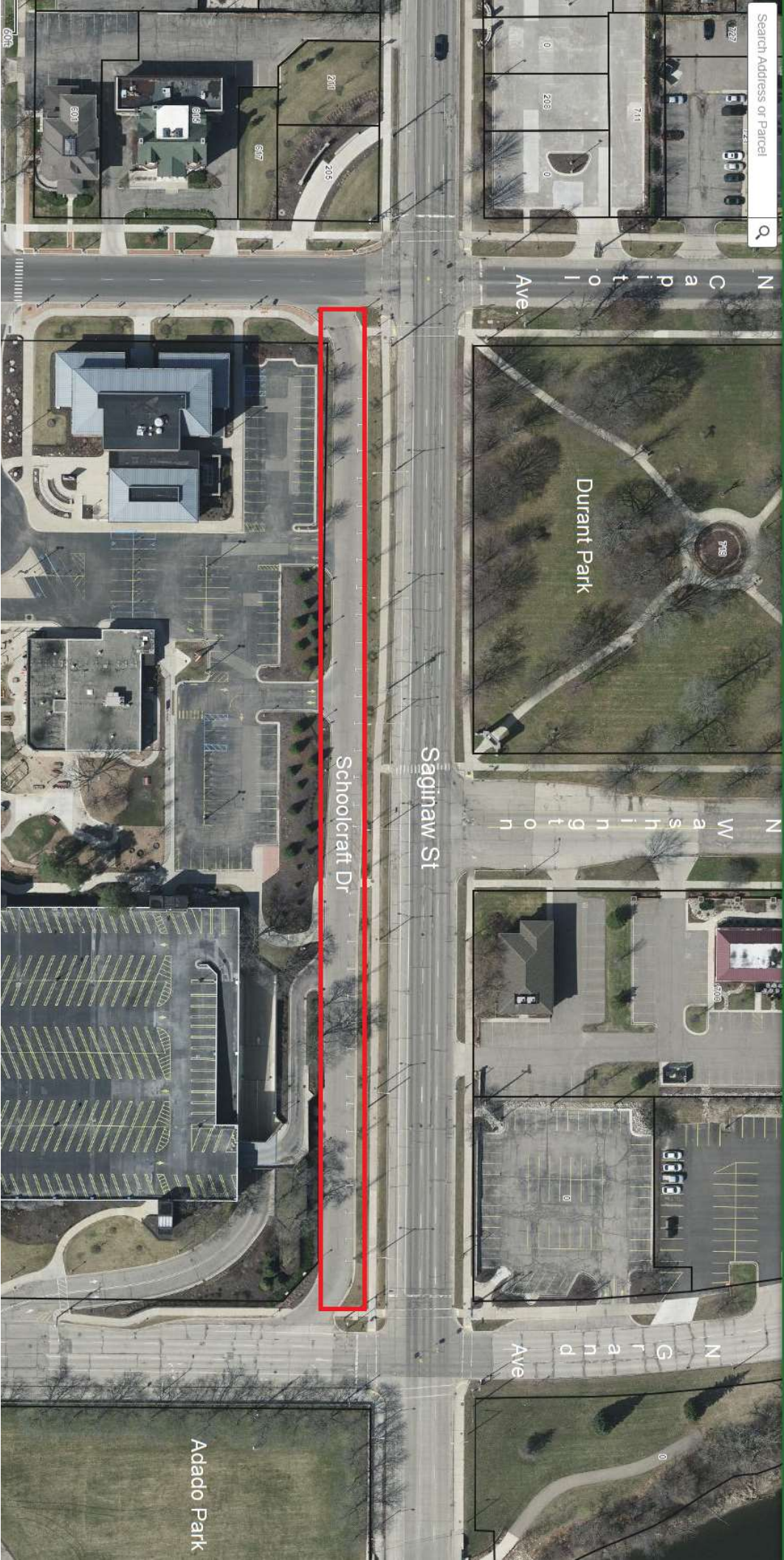
STAFF RECOMMENDATION

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

Staff recommends that the City vacate Schoolcraft Dr. and N Washington Ave. from Schoolcraft Dr. to Saginaw St. with these conditions:

- Lansing Community College (LCC) close Schoolcraft Dr. at N Capitol Avenue and N Grand Avenue at LCC's cost. The Lansing Public Service Department will create connections between Schoolcraft Dr. and Saginaw St. at the City's cost.
- Any relocation or removal of third party company infrastructure from the BWL street poles will be coordinated directly between Lansing Community College and each company with cost for relocation or removal agreed upon between those parties.

Respectfully submitted,
Andy Fedewa, Planner





ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED: _____

Applicant: Lansing Community College ("LCC")

Address (including zip code): 610 N. Capitol Avenue, Lansing, MI 48933

Phone number: (517) 483-1813 Chris MacKersie, Executive Director, Administrative Services Division

Fax number: (517) 483-1868 Email: mackersc@lcc.edu

Interest in Property:

☐ Owner ☐ Represent owner ☐ Option to buy

☒ Other: Adjoining property owner

If applicant of not the owner, or if there is more than one owner, provide the following information (attach additional sheets if necessary):

Name of owner(s): City of Lansing (the "City")

Address (including zip code): 124 W. Michigan Avenue, Lansing, MI 48933

Phone number(s): (517) 483-4455 Andy Kilpatrick

Fax number: (517) 483-6082 Email: andrew.kilpatrick@lansingmi.gov

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): N/A

Location description: Schoolcraft Avenue between Capitol Avenue and Grand Avenue. Also, Washington Avenue south of Saginaw Hwy. and north of south line of Schoolcraft.

Permanent parcel #: N/A

Legal description (see note below): See Exhibit A for legal descriptions.
See Exhibit B for map.

Applicant's proposal: Close and vacate Schoolcraft between Capitol Avenue and Grand Avenue, and transfer title to LCC by deed to eliminate City's future maintenance cost for a road which will be used only by LCC after conversion of Capitol Avenue and Grand Avenue to two-way streets. Close and vacate Washington south of Saginaw Hwy. and north of south line of Schoolcraft, and transfer title to LCC by deed to eliminate City's future maintenance cost for a road which will be used only by LCC after conversion of Capitol Avenue and Schoolcraft to two-way streets.

REQUESTED ACTION: (please check one)

- ☐ City Acquisition of Property ☒ Street or Alley Closure ☐ City Sale of Property
- ☒ Vacation of R.O.W ☐ Significant Change of Use of City Property
- ☒ Other: Transfer the vacated Schoolcraft and Washington Ave. to LCC by deed to avoid future maintenance costs, and return title to Schoolcraft which was originally deeded by LCC to the City at no cost, to LCC.

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

Upon conversion of Capitol Avenue and Grand Avenue to two-way streets, both Schoolcraft and Washington Avenue south of Saginaw Hwy. and north of Schoolcraft, will become unnecessary and a financial burden to the City. The sole adjoining property owner requiring continuing use of Schoolcraft, and Washington Avenue south of Saginaw Hwy. and north of Schoolcraft, will be LCC, which will maintain the property currently used as Schoolcraft in good condition and repair to LCC's high standards.

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

City will be required to continue to maintain, repair, replace, police, and light Schoolcraft and relevant portions of Washington and adjoining landscaping solely for use by LCC. If Schoolcraft is not closed, the traffic flow on and off Schoolcraft will be unsafe and will interfere with the conversion of Capitol Avenue and Grand Avenue to two-way streets.

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

Schoolcraft will not be available for use by the public, but will be unnecessary after conversion of Capitol Avenue and Grand Avenue to two-way streets.

Please fill out this application **COMPLETELY** and make sure that the following items are included:

- Maps describing proposal. Maps should be readable and drawn to a specific scale.
- Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

If the action applied for will result in transfer of legal title from the City to the applicant or another or if the City otherwise requires, the applicant agrees to provide at the applicant's expense:

- A certified legal description
- Title insurance
- An appraisal
- An environmental report for the property

or to pay for same at closing, whichever the City determines.

FEES:

Involving land sales over \$50,000	\$100.00
Involving land sales under \$50,000	\$50.00

Signature of applicant:
LANSING COMMUNITY COLLEGE

Signature of owner(s):

By: Selma Smail / 8/23/2021
Date

_____/_____
Date

Its:

_____/_____
Date

_____/_____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

PLANNING OFFICE
316 N. CAPITOL AVE., SUITE D-1
LANSING, MI 48933
(517) 483-4066
FAX: (517) 483-6036

Exhibit A

Schoolcraft Street right-of-way, including Washington Avenue

West Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

Commencing at the northwest corner of Lot 8, Block 64, Original Plat of the City of Lansing, Ingham County, Michigan; thence east 330'; thence south 43'; thence west 330', thence north 43' to the point of beginning.

Washington Avenue (to be vacated)

Commencing at the northeast corner of Lot 1, Block 64, Original Plat of the City of Lansing, Ingham County, Michigan; thence south 10' along the east line of said Lot 1 to the point of beginning; thence east a distance of approximately 115.5' to the east line of Washington Avenue; thence south 14.86' east along said east line of Washington Avenue to the north line of vacated Washington Avenue, being 1210' north of the north line of Shiawassee Street; thence west 115.5' along said north line of vacated Washington Avenue to the east line of Lot 1, Block 64 Original Plat of the City of Lansing; thence north along said east line of Lot 1, Block 64, Original Plat of the City of Lansing 14.86' to the point of beginning.

East Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

Commencing at the northwest corner of Lot 1, Block 65, Original Plat of the City of Lansing, Ingham County, Michigan; thence south 10' along the west line of said Lot 1 to the point of beginning; thence east 330'; thence south 61.5', thence north 48 degrees, 21 minutes, 59.3 seconds west a distance of 36.1' to the west line of said Lot 1; thence west 303'; thence north 37.5' along the west line of said Lot 1 to the point of beginning.

LCC Combined parcels

Blocks 64, 65, 68, 69, and 82 and parts of vacated Lapeer and Genesee Streets and Washington Avenue adjacent thereto; except the north 10' of Block 65 and of Washington Avenue.

25592:00140:5621756-1

Washington Ave.
Area to be vacated
14.86' x 115.5'

Exhibit B

Saginaw St

330

115.5

330

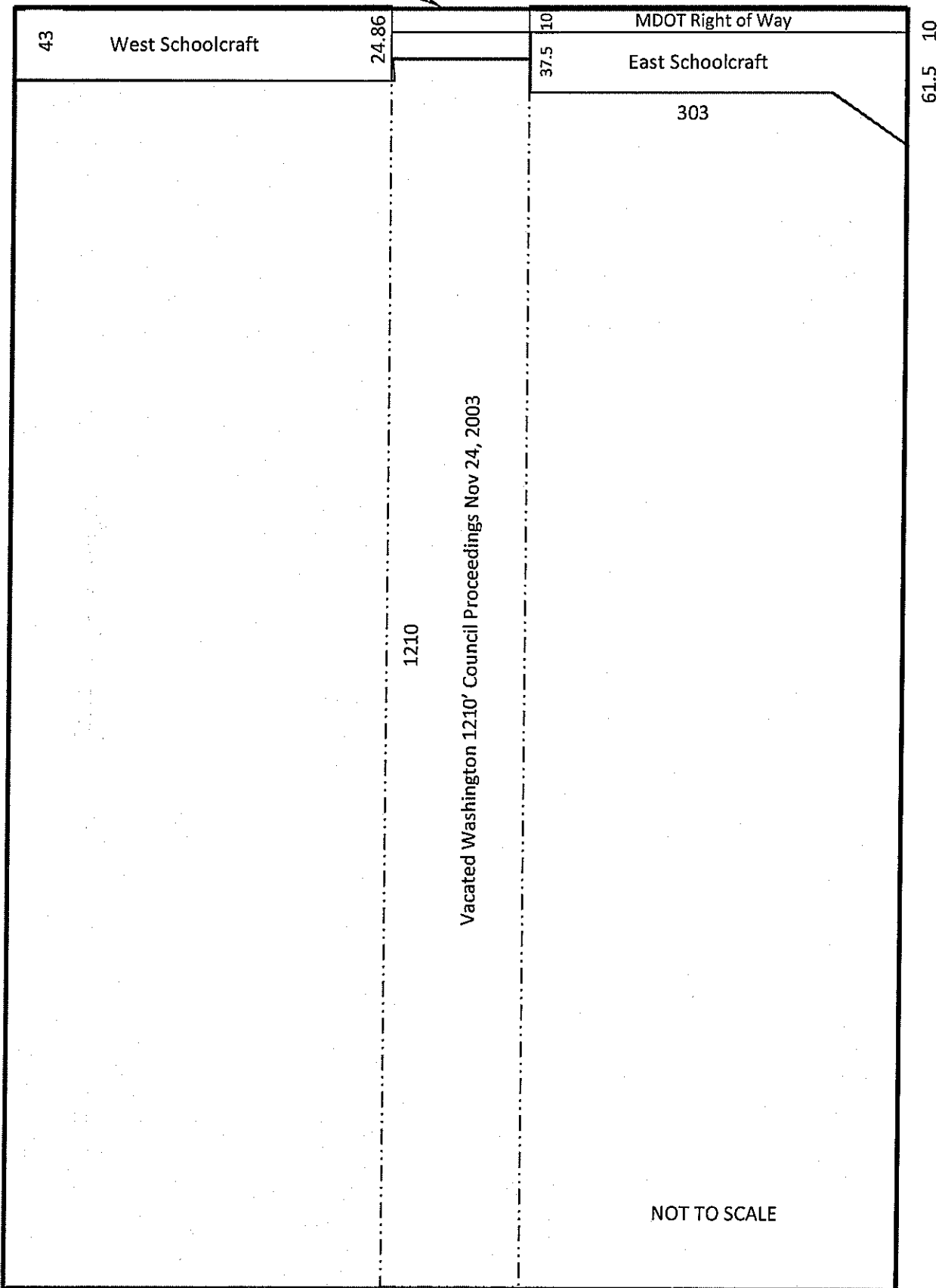
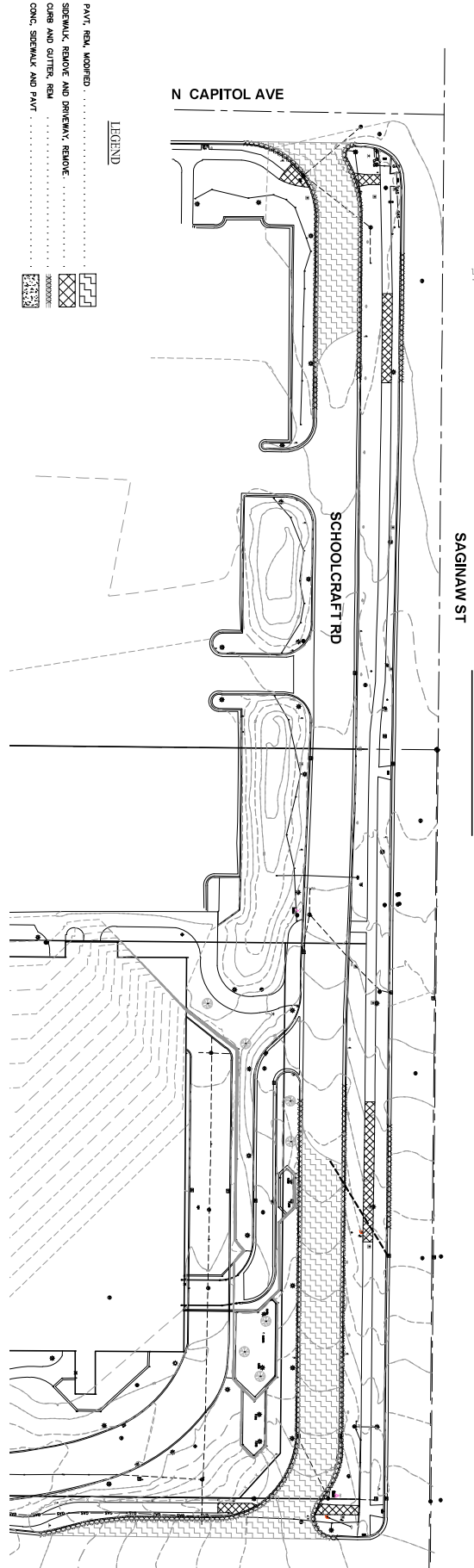
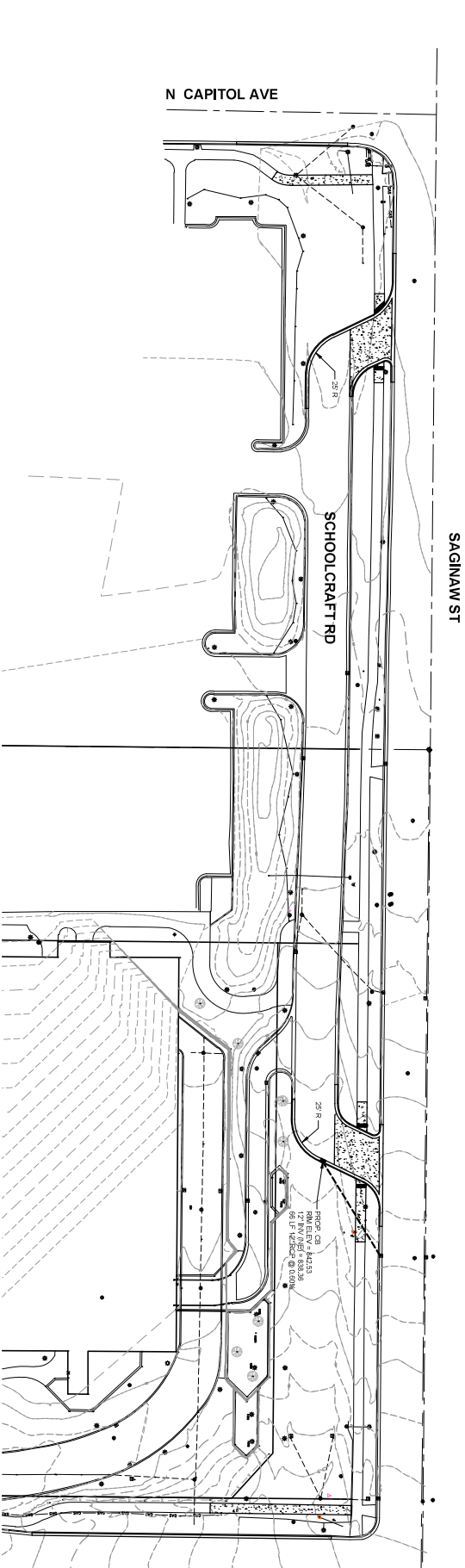


EXHIBIT C

REMOVAL PLAN



RESTORATION PLAN



REMOVAL AND RESTORATION PLAN SHEET

1 OF 1

SHEET NO.

PROJECT NO.
19051

LANSING COMMUNITY COLLEGE
SCHOOLCRAFT PARKING ENTRANCE
PROJECT LOCATION

Eng.
Engineering & Surveying

4063 Grand Oak Drive Suite A109
Lansing, MI 48911
517.887.1100
16930 Robbins Road Suite 105
Grand Haven, MI 49417
616.743.7070
engdot.com

NO.	REVISIONS	BY	DATE	Drawn By	Check By	Approved By	Date
				XXX			

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

Act-7-2021, Schoolcraft Dr. Street Vacation

WHEREAS, Lansing Community College, 610 N Capitol Ave. Lansing, MI has requested that the City vacate Schoolcraft Drive and that portion of North Washington Avenue between Schoolcraft Drive and Saginaw Street; and

WHEREAS, the 400, 500, and 600 Blocks of N Washington Ave. were previously vacated north to Schoolcraft Dr. by City Council on November 24, 2003 through Act-09-02; and

WHEREAS, Lansing Community College owns the parcel of land bordering the entirety of the south property line of the subject rights-of-way; and

WHEREAS, Lansing Community College agrees to sole responsibility of all maintenance of the subject right-of-way and any storm drain infrastructure; and

WHEREAS, Lansing Community College agrees to remove vehicular access to Schoolcraft Dr. at N Capitol Ave. and at N Grand Ave. at their expense; and

WHEREAS, the City of Lansing Public Service Department agrees to provide vehicular access to Schoolcraft Dr. at Saginaw St.; and

WHEREAS, on October 5, 2021, the Planning Board reviewed the proposal for the vacation of the subject right-of-way, and found that:

- The request can be granted without significant impact on the traffic circulation network;
- The subject right-of-way will be owned by Lansing Community College;
- All infrastructure maintenance duties will be the responsibility of Lansing Community College; and

WHEREAS, the Planning Board voted unanimously (6-0) to recommend approval of the request to vacate Schoolcraft Drive and that portion of N Washington Avenue between Schoolcraft Drive and Saginaw St; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-7-2021, and approves the vacation of the subject right-of-way, legally described as:

West Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, BLOCK 64, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN; THENCE EAST 330'; THENCE SOUTH 43'; THENCE WEST 330', THENCE NORTH 43' TO THE POINT OF BEGINNING

East Schoolcraft (to be closed, vacated and deeded to Lansing Community College)

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 65, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN; THENCE SOUTH 10' ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE EAST 330'; THENCE SOUTH 61.5', THENCE NORTH 48 DEGREES, 21 MINUTES, 59.3 SECONDS WEST A DISTANCE OF 36.1' TO THE WEST LINE OF SAID LOT 1; THENCE WEST 303'; THENCE NORTH 37.5' ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING

Washington Avenue (to be vacated)

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 64, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN; THENCE SOUTH 10' ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF APPROXIMATELY 115.5' TO THE EAST LINE OF WASHINGTON AVENUE; THENCE SOUTH 14.86' EAST ALONG SAID EAST LINE OF WASHINGTON AVENUE TO THE NORTH LINE OF VACATED WASHINGTON AVENUE, BEING 1210' NORTH OF THE NORTH LINE OF SHIAWASSEE STREET; THENCE WEST 115.5' ALONG SAID NORTH LINE OF VACATED WASHINGTON AVENUE TO THE EAST LINE OF LOT 1, BLOCK 64 ORIGINAL PLAT OF THE CITY OF LANSING; THENCE NORTH ALONG SAID EAST LINE OF LOT 1, BLOCK 64, ORIGINAL PLAT OF THE CITY OF LANSING 14.86' TO THE POINT OF BEGINNING.

but reserving, however, unto the City of Lansing an easement under, across, above, and within the vacated street rights-of-way for existing utilities, including the right of ingress and egress at all times for utility agents, contractors, and employees, to use the vacated street rights-of-way, or so much of them as may be necessary, for the maintenance, repair, replacement, or removal of said utilities.

With the following conditions:

- Lansing Community College shall remove vehicular access to Schoolcraft Dr. at N Capitol Ave. and N Grand Ave. at their cost. The Lansing Public Service Department will create connections between Schoolcraft Dr. and Saginaw St. at the City's cost.
- Any relocation or removal of third party company infrastructure from the BWL street poles will be coordinated directly between Lansing Community College and each company with cost for relocation or removal agreed upon between those parties.

BE IT FURTHER RESOLVED, that upon completion of the above conditions, and proof of the same being demonstrated by Lansing Community College to the City and the City Attorney having approved said completion, the City Clerk shall forward certified copies of the resolution to the Ingham County Register of Deeds for recording and upon return, transmit a copy of the recorded resolution to the Michigan Department of Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation (OLSR), the Planning and Assessor's Offices, the Department of Public Service, and the applicant. The vacation

shall be effective upon the date of recording of the resolution with the Ingham County Register of Deeds.

BE IT FINALLY RESOLVED, that if the conditions described above have not been completed and approved as having been completed by the City Attorney within twelve months of the passage of this resolution, this resolution shall expire and be of no further force or effect.

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

RESOLUTION OBJECTING TO THE TRANSFER OF ALL UNSOLD TAX REVERTED
PROPERTIES FROM THE EATON COUNTY TREASURER TO THE CITY OF
LANSING

WHEREAS, Public Act 123 of 1999, hereinafter referred to as the “Act,” established an expedited process whereby property on which taxes have not been paid could be sold for unpaid taxes; and

WHEREAS, the Act creates a series of stages through which a property on which the taxes have not been paid must pass before that property can be sold; and

WHEREAS, the Act allowed each county in the State of Michigan to decide whether its treasurer or the State of Michigan would act as the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold; and

WHEREAS, the Act refers to the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold as the foreclosing governmental unit; and

WHEREAS, pursuant to a concurring resolution of the County Board of Commissioners, the Treasurer of Eaton, (hereinafter referred to as the “Treasurer”), is the foreclosing governmental unit under the Act with authority to take all actions, judicial or otherwise, required under the Act in order to sell property on which the taxes have not been paid in Eaton County; and

WHEREAS, pursuant to the Act fee simple title to a property on which the Treasurer has foreclosed vest in the Treasurer effective on the March 31st immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases; and

WHEREAS, the Act prescribes how the Treasurer is to dispose of property obtained by foreclosure; and

WHEREAS, the Act requires that the Treasurer give a list to the Clerk of the City of Lansing which list shall contain all the property in that city on which the Treasurer has foreclosed that has not been sold prior to December 1st of the year in which it is foreclosed upon; and

WHEREAS, unless the City of Lansing objects in writing, the Act requires the Treasurer to transfer to that city fee simple title to the property on that list; and

WHEREAS, the City has received from the Treasurer a list of property that may be transferred to it if it does not object; and

WHEREAS, the City of Lansing does not wish to obtain from the Treasurer any property upon which the Treasurer has foreclosed but not sold because of the cost of maintaining such property will exceed any benefit that will be obtained.

NOW, THEREFORE, BE IT RESOLVED, the City of Lansing hereby objects to the transfer of property foreclosed upon by the Treasurer but not sold that are contained on the list thereof filed with the City of Lansing Clerk and said transfers are, therefore, refused.

Parcel	Address	Legal	Zoning
23-50-40-36-407-061	Glenburne Blvd.	Lot 326 GLENBURNE NO 5	C, Residential-2 Unit

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

RESOLUTION OBJECTING TO THE TRANSFER OF ALL UNSOLD TAX REVERTED
PROPERTIES FROM THE INGHAM COUNTY TREASURER TO THE CITY OF
LANSING

WHEREAS, Public Act 123 of 1999, hereinafter referred to as the “Act,” established an expedited process whereby property on which taxes have not been paid could be sold for unpaid taxes; and

WHEREAS, the Act creates a series of stages through which a property on which the taxes have not been paid must pass before that property can be sold; and

WHEREAS, the Act allowed each county in the State of Michigan to decide whether its treasurer or the State of Michigan would act as the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold; and

WHEREAS, the Act refers to the governmental entity responsible for overseeing the stages through which a property on which the taxes have not been paid must pass before the property is sold as the foreclosing governmental unit; and

WHEREAS, pursuant to a concurring resolution of the County Board of Commissioners, the Treasurer of Ingham, (hereinafter referred to as the “Treasurer”), is the foreclosing governmental unit under the Act with authority to take all actions, judicial or otherwise, required under the Act in order to sell property on which the taxes have not been paid in Ingham County; and

WHEREAS, pursuant to the Act fee simple title to a property on which the Treasurer has foreclosed vest in the Treasurer effective on the March 31st immediately succeeding the hearing for uncontested cases or 10 days after the conclusion of the hearing for contested cases; and

WHEREAS, the Act prescribes how the Treasurer is to dispose of property obtained by foreclosure; and

WHEREAS, the Act requires that the Treasurer give a list to the Clerk of the City of Lansing which list shall contain all the property in that city on which the Treasurer has foreclosed that has not been sold prior to December 1st of the year in which it is foreclosed upon; and

WHEREAS, unless the City of Lansing objects in writing, the Act requires the Treasurer to transfer to that city fee simple title to the property on that list; and

WHEREAS, the City has received from the Treasurer a list of property that may be transferred to it if it does not object; and

WHEREAS, the City of Lansing does not wish to obtain from the Treasurer any property upon which the Treasurer has foreclosed but not sold because of the cost of maintaining such property will exceed any benefit that will be obtained.

NOW, THEREFORE, BE IT RESOLVED, the City of Lansing hereby objects to the transfer of property foreclosed upon by the Treasurer but not sold that are contained on the list thereof filed with the City of Lansing Clerk and said transfers are, therefore, refused.

Parcel	Address	Legal Description	Zoning
33-01-01-05-352-031	KAPLAN ST	COM 385 FT E OF SW COR SEC 5, TH N 132 FT, E 38 FT, S 132 FT, W 38 FT TO BEG; SEC 5 T4N R2W	Residential-Single
33-01-01-10-376-031	N PENNSYLVANIA	LOT 10 & COM 58 FT S OF NW COR LOT 9, TH E 288.75 FT, S 62 FT, W 156.75 FT, N 32 FT, W 132 FT, N 30 FT TO BEG ASSESSORS PLAT NO 22	D-1 Professional Office
33-01-01-10-329-321	1027 CADY CT/929 JOHNSON	LOT 8 BLOCK 3 ORCHARD GROVE	C-Residential 2 unit
33-01-01-10-410-051	1000 MAHLON ST	PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/31/2022. LOT 33 BERTON HEIGHTS SUB	B, Residential Single
33-01-01-10-411-131	1558 E CESAR E CHAVEZ	PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/31/2022. LOT 9 EXC NW'LY 2 FT GRAND RIVER AVENUE POINT SUB	C, Residential-2 Unit
33-01-01-14-381-004	NO STREET FRONTAGE	COM 33 FT S OF SW COR LOT 300 SNYDERS SUB, TH S 66 FT, W 5 FT, N 66 FT, E 5 FT TO BEG; OUTLOT B SNYDERS SUB	B, Residential-Single (no street frontage)

33-01-01-14-381-231	616 S MIFFLIN AVE	LOT 80 BROWNS SUB OF A PART OF OUTLOTS A AND B OF SNYDERS ADD	B, Residential-Single
33-01-01-15-451-143	CLIFFORD ST	COM NW COR LOT 30, TH E 145.1 FT TO NE COR LOT 31, S 37 FT WHICH IS 4 FT S OF NE COR LOT 32, NW'LY TO BEG; BREITEN PARK SUB REC L 5 P 48	B, Residential-Single
33-01-01-21-205-006	927 S GRAND AVE	N 1 FT OF W 44 FT LOT 6 & W 44 FT OF S 1/2 LOT 7 BLOCK 205 ORIG PLAT W 44 FT OF S 65 FT LOT 6 BLOCK 205 ORIG PLAT	DM-4, Residential-Multiple
33-01-01-22-309-101	913 MOTOR AVE	LOT 20 BLOCK 6 ASSESSORS PLAT NO 28 REC L 10 P 33	B, Residential-Single
33-01-01-22-352-261	1735 LYONS AVE	LOT 29 BLOCK 4 ASSESSORS PLAT NO 28 REC L 10 P 33	C-Residential 2 unit
33-01-01-29-376-151	1522 W HOLMES RD	LOT 13 GIDDINGS SUB	C, Residential-2 Unit
33-01-01-30-454-151	3005 HERRICK DR	LOT 636 PLEASANT GROVE SUB NO 2	A, Residential-Single
33-01-01-32-251-131	1318 MARY AVE	LOT 8 SUPERVISORS PLAT NO 5	A, Residential-Single

SLU-1-2021 is a request by A.L. Williams Consulting, LLC for a special land use permit to allow the construction of a surface parking lot at 611 N. Butler Boulevard (Parcel #: 33-01-01-17-226-182). The is the vacant lot located directly north of 609 N. Butler.

The applicant owns the adjacent property to the north of 611 N. Butler Blvd. and, if the special land use permit is approved, 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 Planning Board voted 4-3 to recommend approval of the request. Josh Hovey, Thomas Morgan & John Ruge cast the dissenting votes, expressing concerns about a parking lot intruding into the residential area south of the commercial properties along W. Saginaw Street.

Only the applicant spoke at the public hearing.

The Planning Board's recommendation for approval included the following conditions designed to mitigate any negative impacts that the parking lot may cause on the adjoining residential properties:

- * 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.

GENERAL INFORMATION

APPLICANT/OWER: A.L. Williams Consulting, LLC
30311 Fox Club Drive
Farmington Hills, MI 48331

REQUESTED ACTION: Special land use permit to construct a parking lot at 611 N. Butler Blvd.

EXISTING LAND USE: Vacant

EXISTING ZONING: "R-6B" Urban Detached Residential District

PROPERTY SIZE & SHAPE: 50.1' x 126.4' = 6,332 square feet

SURROUNDING LAND USE: N: Parking lot
S: Single & 2-family residential
E: Single Family Residential
W: 4-unit residential

SURROUNDING ZONING: N: "MX-C" Mixed Use Corridor
S: "R-6B" Urban Detached Residential
E: "R-6B" Urban Detached Residential & "MX-C" Mixed Use Corridor
W: "R-6B" Urban Detached Residential

MASTER PLAN DESIGNATION: The Design Lansing Comprehensive Plan designates the subject property for medium/low density residential use. Butler Blvd. is designated as a local road.

REQUEST

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

ANALYSIS

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

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

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

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

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

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

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

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

Not applicable. The site is currently vacant.

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

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

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

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

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

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

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

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

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

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

Comprehensive Plan: “To provide an environment for medium-low density single-family detached; single family attached (townhomes); and two-family dwelling units.”

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

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

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

SUMMARY

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

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

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

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

RECOMMENDATION

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

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

- * Installation of a 6-foot high, opaque fence along the south and west property lines, except within the 20-foot front yard setback area (the fence along the south property line may not extend closer than 20 feet to the front property line along Butler Blvd.), and
- * The parking lot is designed with the drive aisle located along the south property line (north of the required 5-foot landscape buffer strip) so that the row of parking on the subject property will be north of the drive and the headlights from the parked vehicles will face north rather than towards the adjoining residential properties.

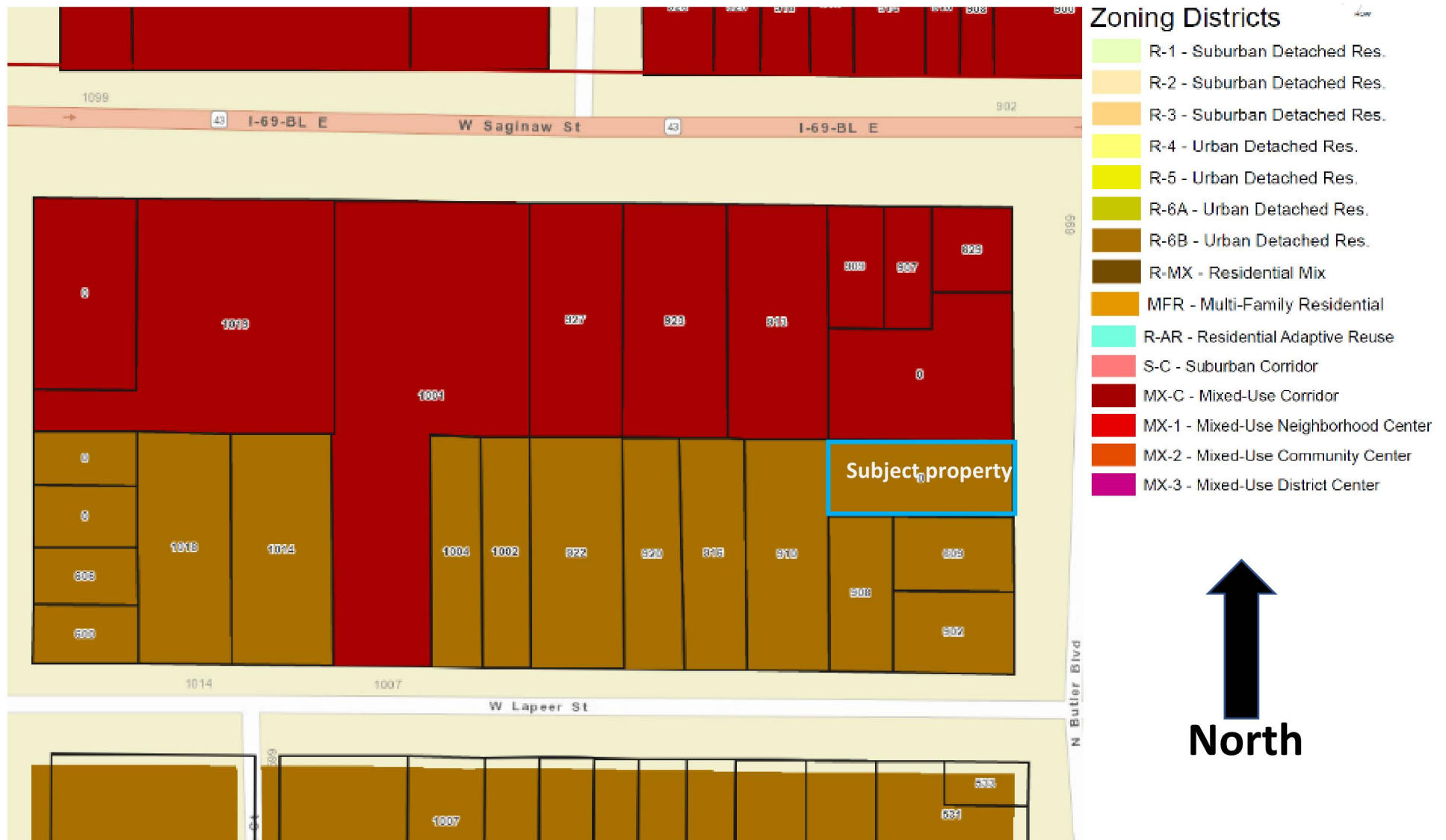
Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**





Zoning Map



CITY OF LANSING
NOTICE OF PUBLIC HEARING

611 N. Butler Blvd.
SLU-1-2021, Special Land Use Permit – Parking Lot

The Lansing City Council will hold a public hearing on Monday, January 10, 2022 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider SLU-1-2021. This is a request by A.L. Williams Consulting, LLC for a special land use permit to construct a parking lot at 611 N. Butler Boulevard which is the vacant parcel of land located directly north of 609 N. Butler Boulevard (parcel #: 33-01-01-17-226-182). Parking lots are permitted in the "R-6B" Urban Detached Residential district, which is the zoning designation of the subject property, if a Special Land Use permit is approved by the Lansing City Council.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, January 10, 2022 at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, January 10, 2022, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

SLU-1-2021: 611 N. Butler Boulevard (Parcel #: 33-01-01-17-226-182), Special Land Use Permit, Parking lot in the "R-6B" Urban Detached Residential Zoning District

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider an Ordinance to amend the Lansing Codified Ordinances by amending Chapter 1218 Sections 1218.01 through 1218.99 to conform to the requirements of MCL 324.9101, et seq, the “Soil Erosion and Sedimentation Control” Act, and applicable state regulations.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

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

Introduction of Ordinance

The Committee on Development and Planning introduced

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

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

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, January 10, 2022 at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 124 W. Michigan Avenue, Lansing Michigan, for the purpose of:

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

ORDINANCE NO. _____

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

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

THE CITY OF LANSING ORDAINS:

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

1218.01. - Definitions.

As used in this chapter:

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

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

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

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

3 ~~*Land owner* means the person who owns or holds the recorded easement on the~~
4 ~~property or who is engaged in construction in a public right-of-way in accordance with~~
5 ~~Sections 13, 14, 15, and 16 of Act No.~~
6 ~~368 of the Public Acts of 1925, as amended, being §§ 247.183, 247.184, 247.185 and~~
7 ~~247.186 of the~~
8 ~~Michigan Compiled Laws.~~

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

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

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

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

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

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

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

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

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

CONTROL PROHIBITED BY THIS SUBPARAGRAPH DOES NOT
CONSIST SOLELY OF ESTABLISHING CONSTRUCTION
REQUIREMENTS OR CONDUCTING INSPECTIONS.

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

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

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

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

SESC MEANS SOIL EROSION AND SEDIMENTATION CONTROL.

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

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

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

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

14 1218.03. - Compliance required.

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

19 ~~1218.04. - Certificates of occupancy.~~

20 ~~No certificate of occupancy for any building or structure shall be issued under the~~
21 ~~Zoning Code or the Building Code, unless the application for such certificate has~~
22 ~~complied with this chapter and related land development regulations and standards~~

1 ~~adopted pursuant hereto, and has satisfactorily completed, as evidenced by a certificate~~
2 ~~of completion issued pursuant to Section 1218.22 1218.21, the soil erosion and~~
3 ~~sediment control measures approved for such applicant.~~

4 1218.05. - Building permits.

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

12 1218.06. - Soil Erosion and Sedimentation Control.

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

19 1218.07. - Soil erosion and sediment control plan.

20 The land owner or designated agent shall submit with their application for a SESC ~~State~~
21 ~~prescribed~~ permit and soil erosion and sedimentation control plan. This soil erosion and
22 sediment control plan shall be reviewed and approved by an employee of the

1 Department of Public Services with THE APPROPRIATE SESC TRAINING AND
2 CERTIFICATES PER MCL 924.9123. ~~the City Engineer~~. Prior to submittal to the
3 Department of Public Services, the soil erosion and sediment control plan shall be
4 prepared or approved and signed by a qualified person in the management of soil
5 erosion and sedimentation control. Such person may be a professional engineer,
6 registered architect, landscape architect, agronomist, soil scientist, soil engineer or
7 other person of established experience and training. However, the City Engineer may
8 waive the preparation or approval and signature by such qualified person when the work
9 for which a SESC permit is sought entails little or no hazard to adjacent property or to a
10 lake, stream, river or natural drain within 500 feet of the work site and does not include
11 the construction of a fill upon which a structure may be erected. This plan shall identify
12 factors that may contribute to soil erosion, sedimentation or both. The plan shall be
13 designed in a manner to effectively reduce accelerated soil erosion and sedimentation
14 AND SHALL MEET ALL THE REQUIREMENTS OF RULE 1703 OF THE SESC
15 PROMULGATED RULES. The plan submitted to the City Engineer shall include, but not
16 be limited to, all of the following:

- 17 1. A MAP OR MAPS AT A SCALE OF NOT MORE THAN 100 FEET TO THE INCH
18 OR AS OTHERWISE APPROVED BY THE CITY ENGINEER. THE MAP
19 SHALL INCLUDE A LEGAL DESCRIPTION AND SITE LOCATION SKETCH
20 THAT INCLUDES THE PROXIMITY OF ANY PROPOSED EARTH CHANGE
21 TO LAKES, STREAMS, RIVERS OR NATURAL DRAINS. THE MAP SHALL
22 SHOW PREDOMINANT LAND FEATURES, INCLUDING ROADS, BUILDINGS,

1 AND NATURAL FEATURES, AND SHALL INCLUDE CONTOUR INTERVALS
2 OR SLOPE DESCRIPTION.

3 2. A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF
4 THE EXPOSED LAND AREA CONTEMPLATED FOR THE EARTH CHANGE.

5 3. DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE
6 FOLLOWING:

7 (i) THE DESCRIPTION, LOCATION, ELEVATIONS, DIMENSIONS, EXTENT
8 AND SLOPE OF ALL PROPOSED EARTH CHANGES, INCLUDING
9 BUILDING AND DRIVEWAY GRADES. THIS SHALL INCLUDE THE
10 PHYSICAL LIMITS OF THE EARTH CHANGE

11 (ii) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND
12 PROPOSED ON-SITE DRAINAGE AND DEWATERING FACILITIES,
13 INCLUDING THE DELINEATION OF THE DRAINAGE AREA OF THE
14 LAND TRIBUTARY TO THE SITE AND THE ESTIMATED RUNOFF OF
15 THE AREA SERVED BY ANY DRAIN. ALL DRAINAGE STRUCTURES,
16 INCLUDING CATCH BASINS, AND DRAINAGE FACILITIES WITHIN 100
17 FEET OF THE SITE SHALL BE SHOWN.

18 (iii) THE TIMING AND SEQUENCE OF EACH PROPOSED EARTH
19 CHANGE, INCLUDING A SCHEDULE INDICATING THE ANTICIPATED
20 STARTING AND COMPLETION DATES OF THE DEVELOPMENT
21 SEQUENCE AND THE TIME OF EXPOSURE OF EACH AREA PRIOR

1 TO THE COMPLETION OF THE SOIL EROSION AND SEDIMENT
2 CONTROL MEASURES REQUIRED BY THIS CHAPTER;

3 (iv) THE LOCATION AND DESCRIPTION FOR INSTALLING AND
4 REMOVING ALL PROPOSED TEMPORARY SOIL EROSION AND
5 SEDIMENT CONTROL MEASURES, INCLUDING A STATEMENT ON
6 WHO IS RESPONSIBLE FOR THEIR MAINTENANCE.

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (5) ~~A statement of the quantity of excavation or fill involved;~~
- 2 (6) ~~The existing topography at a maximum of two-foot contour intervals;~~
- 3 (7) ~~The proposed topography at a maximum of two-foot contour intervals;~~
- 4 (8) ~~The location of predominant land features, including structures or natural~~
5 ~~features on the~~
6 ~~site;~~
- 7 (9) ~~The location of any structure or natural feature on the land adjacent to the~~
8 ~~site and within one hundred feet of the site boundary line, including any~~
9 ~~catch basins tributary to the site;~~
- 10 (10) ~~The proximity of any earth change to any lake, stream, river or natural~~
11 ~~drain;~~
- 12 (11) ~~The location of any proposed additional structures or development on the~~
13 ~~site;~~
- 14 (12) ~~The description, location, elevations, dimensions, extent and slope of all~~
15 ~~proposed earth changes, including building and driveway grades. This~~
16 ~~shall include the limits of the earth change;~~
- 17 (13) ~~The estimated total cost of the required soil erosion and sediment~~
18 ~~controls;~~
- 19 (14) ~~A soil investigation report, which shall include, but not be limited to, data~~
20 ~~regarding the nature, distribution and supporting ability of existing soils~~
21 ~~and rock on the site;~~

1 ~~(15) A signed statement of assurance that Section 1218.17, pertaining to~~
2 ~~maintenance of the approved soil erosion and sediment control measures,~~
3 ~~both temporary and permanent, will be observed; and~~

4 ~~(16) Any other information or data as may be required by the City Engineer.~~

5 1218.08. - Bonds.

6 As part of the submittal for the soil erosion and sedimentation control permit, the
7 applicant, except where the applicant is a school district, community college district or
8 other governmental entity, shall post with the City Clerk either cash, a certified check, an
9 irrevocable letter of credit issued by a bank or a surety bond in an amount sufficient to
10 ensure the installation and completion of the soil erosion and sedimentation control
11 measures specified in the approved plan. The surety bond shall be open ended and
12 shall be executed by the applicant and a United States based corporate surety
13 authorized to do business in this State as a surety. Any surety bond or irrevocable letter
14 of credit shall be in a form approved by the City Attorney, and shall be made payable to
15 the City in the amount SUFFICIENT TO ASSURE THE INSTALLATION, REMOVAL,
16 AND COMPLETION OF SUCH PROTECTIVE OR CORRECTIVE MEASURES AS MAY
17 BE REQUIRED ~~of the estimated total cost of the required soil erosion and sediment~~
18 ~~controls approved~~ by the City Engineer pursuant to this chapter. The total cost of the
19 work shall be estimated by the City Engineer. The bond shall include penalty provisions
20 for failure to complete the work on schedule as specified in the SESC permit or in the
21 approved plan. Every bond and instrument of credit shall include, and every cash
22 deposit or certified check shall be made on, the condition that the applicant shall comply

1 with this chapter and all of the terms and conditions of the SESC permit and the
2 approved plan, and shall complete all of the work contemplated under the SESC permit
3 and approved plan within the time limit specified in the SESC permit or plan or, if no
4 time limit is specified, within 180 days after the date of the issuance of the SESC permit.

5 The bond, instrument of credit, cash deposit or certified check shall be released to the
6 applicant upon issuance of the certification of completion as per Section 1218.22.

7 1218.09. - Extension of time.

8 If an applicant is unable to complete the work within the specified time, he or she may,
9 at least ten days prior to the expiration of the SESC permit, present, in writing, to the
10 City Engineer, a request for an extension of time setting forth the reasons for the
11 requested extension. If such an extension is warranted, the City Engineer may grant
12 additional time for the completion of the work, but no such extension shall operate to
13 release the owner or the surety on the bond or the person furnishing the instrument of
14 credit, surety bond, cash or certified check. ADDITIONAL FEES FOR INSPECTION
15 MAY BE REQUIRED PRIOR TO GRANTING THE EXTENSION OF TIME.

16 1218.10. - Notice of violation; completion of work by City.

17 If the City Engineer determines that soil erosion or sedimentation of adjacent properties
18 or the waters of the State has or will reasonably occur from land in violation of MCL
19 324.9101, et seq., the promulgated rules adopted by the City, or in violation Chapter
20 1218 of the Codified Ordinances, the City Engineer may enforce a violation of this part
21 by notifying the land owner in writing, as identified by the most current Assessor's
22 records, either in person or by mail, with return receipt requested, of its determination.

1 This Notice of Violation shall include the following:

2 (a) The location of the property in violation.

3 (b) The owner of the property in violation.

4 (c) Description of the violation.

5 (d) The proposed remedy to the violation.

6 (e) The time specified to remedy the violation.

7 (f) If City corrects the violation, Notification of City costs if they exceed \$10,000.00.

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

12 After at least five days after the date of the Notice of Violation, or the time specified in
13 the Notice of Violation, if it is the City Engineer's opinion that the condition of the land
14 may result in or contribute to soil erosion or sedimentation of adjacent properties or the
15 waters of the State, and if the required soil erosion and sedimentation control measures
16 are not in place, the City Engineer, or his or her designee, may enter the site and
17 construct, implement and maintain soil erosion and sedimentation control measures in
18 order to bring the site within compliance of the Notice of Violation. If the cost for bringing
19 the site into compliance, including the work, materials, labor, and administration,
20 exceeds \$10,000.00, the City Engineer shall in the Notice of Violation inform the person
21 who owns the land that an expenditure of more than \$10,000.00 may be made. If more

1 than \$10,000.00 is to be expended, work shall not begin until at least ten days after the
2 Notice of Violation has been served.

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

7 The City shall have a lien on the land for the expenses incurred to bring the site into
8 conformance with the Notice of Violation. With respect to single-family or multi-family
9 residential property, the lien for such expenses shall have priority over all liens and
10 encumbrances filed or recorded after the date of such expenditure. With respect to all
11 other property, the lien for such expenses shall be collected and treated in the same
12 manner as provided for property tax liens under the general property tax act, MCL
13 211.1, et seq.

14 1218.11. - Permit applications; review.

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

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

1 Upon a determination that a permit applicant has met all the requirements of this
2 chapter, the City Engineer shall issue a SESC permit for the proposed earth changes.

3 The SESC permit shall be posted at the work site and a copy of the approved soil
4 erosion and sedimentation control plan shall be available at the work site for inspection.

5 Notification of approval shall be made in writing, in person or by first class mail. If the
6 application is disapproved, the City Engineer shall advise the applicant in writing, in
7 person, or by certified mail of the reasons for disapproval and conditions required for
8 approval. A SESC permit given to the applicant either in person or by first class mail
9 shall constitute approval.

10 1218.12. - Conditions for nonissuance of SESC permits.

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

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

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

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

1 1218.13. - Fees.

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

8 1218.14. - Modification of approved plans.

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

14 1218.15. - Responsibilities of permittee.

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

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

20 (b) The prevention of damage to adjacent property, including not performing earth
21 changes on the site so close to the property line as to endanger any adjoining
22 public street, sidewalk, alley or public or private property without supporting and

1 protecting such property from settling, cracking or other damage which might
2 result;

3 (c) The carrying out of the proposed work in accordance with the approved plan and
4 in compliance with all the requirement of the SESC permit and this chapter;

5 (d) The prompt removal of all soil, miscellaneous debris or other materials applied,
6 dumped or otherwise deposited on public streets, highways, sidewalks or other
7 thoroughfares during transit to and from the construction site where such
8 spillage constitutes a public nuisance or hazard;

9 (e) The removal of sediment insofar as possible from any runoff water before it
10 leaves the permitted site;

11 (f) The design and installation of permanent or temporary control measures for the
12 conveyance of water around, through or from the earth change area to limit the
13 flow of water to a nonerosive velocity;

14 (g) The design, construction and completion of an earth change in a manner that
15 limits the exposed area of any disturbed land for the shortest possible period of
16 time as determined by the City Engineer; and

17 (h) The installation of temporary soil erosion and sedimentation control measures
18 before or upon commencement of earth change activity and the maintenance of
19 these measures on a daily basis. The removal of temporary soil erosion and
20 sediment control measures after permanent soil erosion and sediment control
21 measures have been implemented and the area stabilized.

22 1218.16. - Permanent and temporary soil erosion and sediment control measures.

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

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

18 1218.17. - Maintenance requirements.

19 All persons carrying out soil erosion and sediment control measures under this chapter
20 shall have a program for the continued maintenance of all soil erosion and sediment
21 control measures that remain after project completion. Any conveyance of the land on
22 which the permanent soil erosion control measures are located shall provide for

1 maintenance responsibilities. If the conveyance fails to so provide, the subsequent land
2 owner shall be responsible for maintenance responsibilities.

3 1218.18. - Plans and specifications.

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

7 (a) The product manufacturer.

8 (b) The local conservation district.

9 (c) The Michigan Department of Environmental Quality or its successor.

10 (d) The Michigan Department of Transportation or its successor.

11 (e) The Michigan Department of Agriculture or its successor.

12 (f) The City.

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

15 1218.19. – ~~Exceptions~~ EXEMPTIONS from getting SESC permits.

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

17 (1) The industry generally referred to as logging, except access roads and ancillary
18 activities;

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

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

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

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

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

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

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

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

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

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

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

9 1218.20. - Inspections.

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

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

1 SUBSECTION SHALL COMPLY WITH THE UNITED STATES CONSTITUTION AND
2 THE STATE CONSTITUTION OF 1963.

3 1218.21. - Certification of completion.

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

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

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

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

However, an investigation or inspection under this chapter shall comply with the United States Constitution and the State Constitution of 1963.

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

Prior to a commencing an earth change, an approved soil erosion and sedimentation control permit, where required, shall be in place. The landowner shall have a copy of approved SESC permit on site and available for inspection. The landowner shall implement the soil erosion and sedimentation control plan in a workmanlike manner and in compliance with Chapter 1218 of the Codified Ordinances.

If the land owner is found to be in noncompliance of Chapter 1218, the City Engineer may deny to the land owner utility permits, sewer permits and other permits to use the public right-of-way. The City Engineer may also request from the Building Safety Division of the Department of Planning and Neighborhood Development the withholding of building, foundation, electrical, plumbing and mechanical permit inspections until such time that the land owner ~~or contractor~~ returns to compliance.

1218.24. - ENFORCEMENT.

THE CITY ENGINEER SHALL EMPLOY A TIERED APPROACH TO SESC ENFORCEMENT. ENFORCEMENT SHALL BE AS FOLLOWS:

1. SESC INSPECTION/CORRECTION NOTICE.
2. NOTICE OF CORRECTION BY LETTER OR EMAIL.

1 3. NOTICE OF VIOLATION PER SECTION 1218.10

2 4. CEASE AND DESIST ORDER/REVOCAION OF SESC PERMIT PER
3 SECTION 1218.22.

4 5. LEGAL ACTION PER SECTION 1218.22.

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

7 1218.99. - Penalty.

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

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

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

20
21 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or
22 rules inconsistent with the provisions are repealed.

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF LAND LEASE

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

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

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

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

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

hereof.

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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

WITNESSES:

Print Name

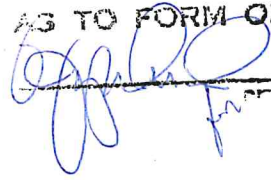
Print Name

STATE OF MICHIGAN
COUNTY OF INGHAM

LESSOR:

The City of Lansing, a municipal corporation

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

APPROVED
AS TO FORM ONLY


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

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

(NOTARY SEAL)

Notary Public
Print Name: _____



WITNESSES:

Denise M. Scherer

DENISE M. SCHERER

Print Name

Michelle Pamplona

Michelle Pamplona

Print Name

LESSEE:

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

By: Martin Aljovin

Martin Aljovin

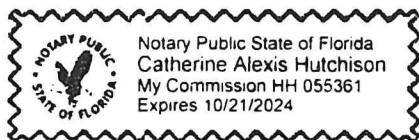
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

(NOTARY SEAL)



Catherine Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

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

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

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF UTILITY / TELECO. EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

LAND LEASE

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

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

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

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

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

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

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

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

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

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

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

Name of Lien holder

Type of Lien

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

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

6. Subordination, Non-disturbance and Attornment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Termination Rights.

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

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

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

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

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

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

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

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

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

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

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

24. Hazardous Waste.

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

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

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

(c) INTENTIONALLY DELETED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMENCEMENT DATE: June 1, 2024.

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

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

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

By: *[Signature]*

Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: *[Signature]*

Print Name: DENISE M. SCHERER

Witness: *[Signature]*

Print Name: Michelle Pamplona

Notary Public:

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

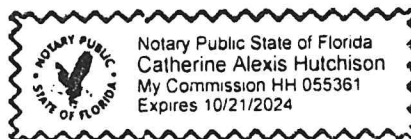
Witness my hand and seal this _____ day of _____, 2021.

Notary Signature

Notary Public:

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

[Signature]
Notary Signature



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

APPROVED
TO FORM ONLY
[Signature]
CITY ATTY.

EXHIBIT A

LEASED SPACE

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF UTILITY / TELECO. EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

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

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



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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

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

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

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

INSURED

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

MEMORANDUM OF LAND LEASE

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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

WITNESSES:

Print Name

Print Name

**STATE OF MICHIGAN
COUNTY OF INGHAM**

LESSOR:

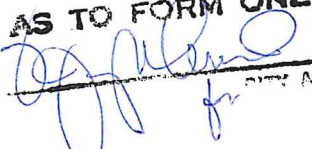
**The City of Lansing, a municipal
corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

**APPROVED
AS TO FORM ONLY**

for CITY ATTORNEY

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

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

(NOTARY SEAL)

Notary Public

Print Name: _____

WITNESSES:

Denise M. Scherer

DENISE M. SCHERER

Print Name

Michelle Ramfona

Michelle Ramfona

Print Name

LESSEE:

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

By: Martin Aljovin

Martin Aljovin

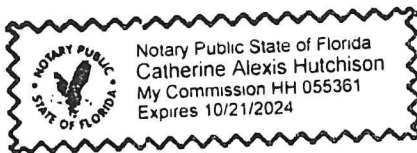
Vice President - Asset Optimization

Date: SEPT. 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

(NOTARY SEAL)



Catherine Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

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

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

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

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF UTILITY EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

LAND LEASE

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

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

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

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

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

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

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

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

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

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

Name of Lien holder

Type of Lien

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

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

6. Subordination, Non-disturbance and Attornment.

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

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

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

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

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

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

To Lessor:

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Termination Rights.

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

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

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

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

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

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

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

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

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

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

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

24. Hazardous Waste.

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

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

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

(c) INTENTIONALLY DELETED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMENCEMENT DATE: June 1, 2024.

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

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

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

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

Date: SEPTEMBER 29, 2021

Witness: _____

Print Name: _____

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

Witness: _____

Print Name: _____

Witness: [Signature]
Print Name: Michelle Pamplona

Notary Public:

Notary Public:

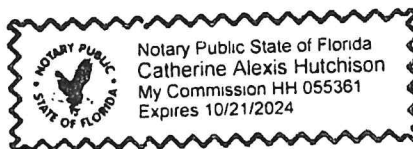
The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

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

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

[Signature]
Notary Signature

Notary Signature



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APPROVED
AS TO FORM ONLY

7

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

EXHIBIT A

LEASED SPACE

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF UTILITY EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

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

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

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



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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

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

PRODUCER

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

CONTACT

NAME:

PHONE

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

FAX

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

E-MAIL

ADDRESS: sbacerts@hb1893.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America

25674

INSURER B: The Charter Oak Fire Ins. Co.

25615

INSURER C: Navigators Specialty Insurance

36056

INSURER D: Hartford Fire Insurance Company Payable

19682

INSURER E:

INSURER F:

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

The insurance provided will not exceed the lesser of:

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

MEMORANDUM OF LAND LEASE

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

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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

WITNESSES:

Print Name

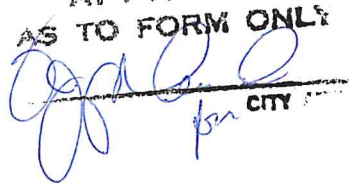
Print Name

**STATE OF MICHIGAN
COUNTY OF INGHAM**

LESSOR:

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

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

APPROVED
AS TO FORM ONLY

CITY

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

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

(NOTARY SEAL)

Notary Public

Print Name: _____

WITNESSES:

Denise M. Scherer

DENISE M. SCHERER

Print Name

Michelle Pamplona

Michelle Pamplona

Print Name

LESSEE:

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

By: Martin Aljovin

Martin Aljovin

Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

(NOTARY SEAL)

Catherine Alexis Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

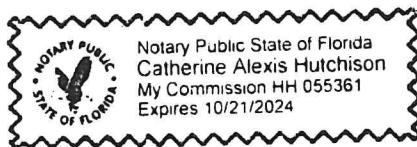


EXHIBIT "A"

Legal Description

City of Lansing

Ingham County, Michigan, described as:

Commencing 33 feet South and 618 75/100 feet Section, South 284 feet, West 41 1/2 feet, North plat of Ideal Garden Farm Subdivision Section 10, T4N R2W.

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

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

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

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

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

Lot 4

Lot 11

Lot 29

(over)

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

LEGAL DESCRIPTION OF UTILITY EASEMENT

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

LAND LEASE

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

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

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

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

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

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

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

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

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

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

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

Name of Lien holder

Type of Lien

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

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

6. Subordination, Non-disturbance and Attornment.

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

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

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

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

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

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

To Lessor:

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

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

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

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

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

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

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

11. Insurance.

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

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

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

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

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

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

16. Termination Rights.

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

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

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

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

18. Binding on Successors. The covenants and conditions

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

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

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

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

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

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

24. Hazardous Waste.

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

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

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

(c) INTENTIONALLY DELETED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMENCEMENT DATE: June 1, 2024.

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

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

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

By: [Signature]

Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: DENISE M. SCHERER

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: Michelle Pamphora

Notary Public:

Notary Public:

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

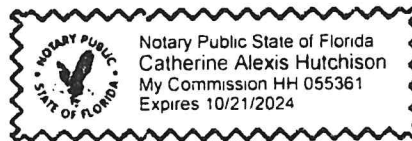
The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of SEPT., 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA Structures, LLC a Delaware limited liability company, who is personally known to me and did not take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

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

[Signature]

Notary Signature

Notary Signature



00507566 - v3

APPROVED
AS TO FORM ONLY
[Signature]

7

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

EXHIBIT A

LEASED SPACE

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

LEGAL DESCRIPTION OF UTILITY EASEMENT

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

City of Lansing

Ingham County, Michigan, described as:

X
3-270-1218 A.P. 450
West of Northeast corner of Section, South 264 feet, East 41½ feet to beginning, known as West ½ of Lot 29 of Proposed plat of Ideal Garden Farm Subdivision Section 10, T4N. R2W.
Lot 24, Assessor's Plat No. 13, on SE¼ Section 8, T4N R2W, Liber 10 page 16
Plats of Ingham County Records, according to recorded plat thereof.
Lots in Assessor's Plat No. 49, of a part of NE¼ of NE¼, Section 22, T4NR2W
Liber 12 page 20, Plats of Ingham County Records, according to recorded
plat thereof.
Lot 4
Lot 11
Lot 29

(over)



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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

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

PRODUCER

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

CONTACT

NAME:

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

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

E-MAIL ADDRESS: sbacerts@hb1893.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America

25674

INSURER B: The Charter Oak Fire Ins. Co.

25615

INSURER C: Navigators Specialty Insurance

36056

INSURER D: Hartford Fire Insurance Company Payable

19682

INSURER E:

INSURER F:

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

MEMORANDUM OF LAND LEASE

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

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

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

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

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

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



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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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

WITNESSES:

Print Name

Print Name

**STATE OF MICHIGAN
COUNTY OF INGHAM**

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

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

(NOTARY SEAL)

Notary Public

Print Name: _____

LESSOR:

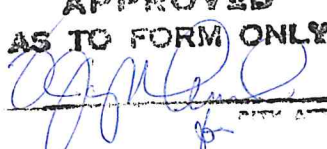
**The City of Lansing, a municipal
corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

**APPROVED
AS TO FORM ONLY**


WITNESSES:

Denise M. Scherer

DENISE M. SCHERER
Print Name

Michelle Pamplona

Michelle Pamplona
Print Name

LESSEE:

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

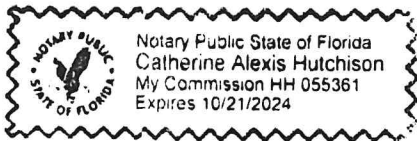
By: Martin Aljovin
Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

(NOTARY SEAL)



Catherine A. Hutchison

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

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

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

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

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF UTILITY EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

LAND LEASE

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

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

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

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

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

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

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

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

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

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

Name of Lien holder

Type of Lien

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

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

6. Subordination, Non-disturbance and Attornment.

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

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

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

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

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

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

To Lessor:

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Termination Rights.

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

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

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

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

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

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

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

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

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

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

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

24. Hazardous Waste.

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

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

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

(c) INTENTIONALLY DELETED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMENCEMENT DATE: June 1, 2024.

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

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

LESSOR: The City of Lansing
a municipal corporation

LESSEE: SBA Structures, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

By: [Signature]

Martin Aljovin
Vice President - Asset Optimization

Date: SEPTEMBER 29, 2021

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: DENISE M. SCHERER

Witness: _____

Print Name: _____

Witness: [Signature]

Print Name: Michelle Pamplona

Notary Public:

Notary Public:

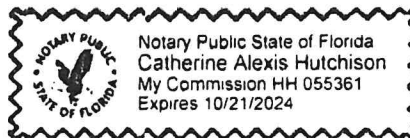
The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The City of Lansing, a municipal corporation, on behalf of the corporation.

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

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

[Signature]
Notary Signature

Notary Signature



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APPROVED
AS TO FORM ONLY

[Signature]

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

EXHIBIT A

LEASED SPACE

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

LEGAL DESCRIPTION OF ACCESS EASEMENT

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

LEGAL DESCRIPTION OF UTILITY EASEMENT

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

LEGAL DESCRIPTION OF LEASE AREA

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

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

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

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

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



SBACOMM-01

NMONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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

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

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

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

APR 26 2021

INSURED

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

required by written contract, certificate holder will be included as additional insured on a primary and noncontributory basis per forms CGD2460419, AT4740216, and EU00010716. If required by written contract, a waiver of subrogation will be provided for certificate holder per forms CG24040509, AT3400215, EU00010716 and WC000313(00), where applicable by law. 30 day notice of cancellation provided for certificate holder per forms ILT4050311, T4050519, and WC9906R300 when required by written contract.
The insurance provided will not exceed the lesser of:
The coverage and/or limits of this policy, or
The coverage and/or limits required by said contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Reo Ventures, LLC									
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 6850 Aurelius Road, Lansing, MI 48911									
Location of obsolete facility (Number and Street, City, State, ZIP Code) 1102 South Washington Avenue, Lansing, MI 48910									
City, Township, Village (indicate which) Lansing		County Ingham							
Date of Commencement of Rehabilitation (mm/dd/yyyy) 06/01/2021	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 06/31/2022	School District where facility is located (include school code) 33020							
Estimated Cost of Rehabilitation \$290,000.00		Number of years exemption requested 12							
Attach legal description of obsolete property on separate sheet.									
Expected Project Outcomes (Check all that apply) <table border="0"><tr><td>☒ Increase commercial activity</td><td>☐ Retain employment</td><td>☒ Revitalize urban areas</td></tr><tr><td>☒ Create employment</td><td>☐ Prevent a loss of employment</td><td>☐ Increase number of residents in the community in which the facility is situated</td></tr></table>				☒ Increase commercial activity	☐ Retain employment	☒ Revitalize urban areas	☒ Create employment	☐ Prevent a loss of employment	☐ Increase number of residents in the community in which the facility is situated
☒ Increase commercial activity	☐ Retain employment	☒ Revitalize urban areas							
☒ Create employment	☐ Prevent a loss of employment	☐ Increase number of residents in the community in which the facility is situated							
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____									
☐ Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.									

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents) Nicholas Pope	Telephone Number (517) 346-5165	Fax Number (517) 301-9069
Mailing Address 1146 South Washington Avenue, Lansing, MI 48910	E-mail Address npope@waadvisors.com	
Signature of Company Officer (no authorized agents) 	Title Partner	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
-----------	---------------------------

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established

LUCI Code

School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value

Building State Equalized Value

\$

\$

Name of Government Unit

Date of Action Application

Date of Statement of Obsolescence

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk

Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number

Fax Number

E-mail Address

Clerk Signature

Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

February 12, 2020

Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act District and Certificate for 1102 South Washington Ave., Lansing

Dear Clerk Swope,

Per the Obsolete Property Rehabilitation Act (OPRA), Act 146 of 2000, the undersigned applicant REO Ventures, LLC, owner of the property commonly known as 1102 S. Washington Ave., Lansing 48910 (the "Property"), legal description attached, hereby requests the establishment of an OPRA District and granting of an OPRA Certificate by the City of Lansing on the Property. The Property has been inspected by the City of Lansing Assessor and determined to suffer from functional obsolescence (determination of obsolescence attached).

General Description of Obsolete Facility

This building (1813 square feet) was built in approximately 1925. The building was originally constructed as a gas station. Building use continued as gas station until the 1960. From the 1960 to the 2000's building was used as service station. Most recently building was used as storage. The building has not been occupied for several years. The previous owner started a remodeling process; however, the property was left in disrepair. The building currently has no heating or plumbing system nor a restroom.

The building could be adapted for many uses; however, the small size of the building and interior masonry partition walls limits financially feasible for occupancy.

The property is listed on Leaking Underground Storage Site according to Phase 1 report prepared by PM Environmental.

Proposed Use of the Rehabilitated Facility

The applicant intends to rehabilitate the facility as follows:

1102 South Washington Ave will be redeveloped into a location that includes restaurant/food concept on the vacant/obsolete building and a vibrant outdoor space on the undeveloped land. The concept of this location will be similar to Little Fleet In Traverse City (www.thelittlefleet.com)

Expected Economic Advantages

In an effort to maximize the utility value of the functionally obsolete building, the applicant is committed to doing a complete rehabilitation of the building. In that context, and as more fully detailed below, the developer will incur considerable renovation costs. The establishment of the OPRA District, with its multi-year property tax deferment benefit is vital to making the economics of the project work.

Redevelopment of the property will provide numerous benefits to the City. While the specific facility would undergo considerable renovation, the entire area would benefit from the transformation of the vacant building and undeveloped land on the riverfront into a thriving property and outdoor space.

Detailed Description of Hard Costs

The OPRA tax abatement is a significant component of this project. The petitioner has estimated the renovation costs of the project combined at approximately \$290,000. The renovation estimate are as follows:

1102 South Washington	1st Floor	Totals
Architect Drawings	\$15,000	\$15,000
Renovations	\$210,000	\$210,000
Environmental Assessments	\$5,000	\$5,000
Remediation Work	\$20,000	\$20,000
Site preparation	\$10,000	\$10,000
Grading Pavement	<u>\$30,000</u>	<u>\$30,000</u>
Total	\$290,000	\$290,000

An itemized list of renovations and fixed building equipment as part of the rehabilitated facility is attached.

Time Schedule for Rehabilitation

Commencement of construction is scheduled for June 2021 with completion of the project expected by June 31, 2022. Environmental mitigation activities on the property will occur winter 2021 prior to commencement.

Property Taxable Value and Legal Description

The specifics on the property are as follows:

Property Address: 1102 South Washington Ave.
Lansing, MI 48910
Owner's Name: REO Ventures, LLC
Sq Feet of Building: Approximately 1,813
Tax ID Number: 86-1481293
Tax Value Land: \$28,600 (2020)
Tax Value Building: \$39,729 (2020)
SEV Value Total: \$47,000 (2020)
Legal Description: N 1/2 LOT 1 & E 46 FT OF N 1/2 LOT 2 BLOCK 195
ORIG PLAT
CITY OF LANSING, COUNTY OF INGHAM
Parcel Number: 33-01-01-21-178-040

Thank you in advance for your assistance and consideration in this matter.

Sincerely,


REO Ventures, LLC., Owner Nicholas Pope

Obsolete Property Rehabilitation Act District and Certificate for
1102 South Washington Avenue, Lansing

List of Improvements

- Perform environmental mitigation \$25,000
- Perform selective demolition - \$5,000
- Upgrade Mechanical, Electrical, and Plumbing systems \$130,000
- Provide insulation to code \$5,000
- Build-out interior to include restrooms, bar / kitchen \$30,000
- Provide interior finishes \$55,000
- Provide exterior improvements including paving, signage, landscaping, paint - \$40,000



Andy Schor, Mayor

CITY ASSESSORS OFFICE

**Sharon Frischman, MMAO
City Assessor**

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-7624

FAX: (517) 483-4101

www.lansingmi.gov/City-Assessor

July 23, 2020

Functional Obsolescence Determination

**1102 S Washington St.
Lansing, MI 48910**



This building was constructed in about 1925. It was originally constructed as a gas station / vehicle repair facility. It was occupied for this purpose until the 1960s. At that time, the repair services were still available until as recently as about 2000. It has been used for storage most recently. Remodeling began a few years ago but has not been finished. There is not heating system or plumbing. There is no restroom.

The building could be adapted to many uses, however, the small size of the building and interior masonry partitions limit the financially feasible options for occupancy.

The site is listed on the Leaking Underground Storage Tank site according to a Phase I environmental report performed by PM Environmental.

I have determined that the property is suffering from functional obsolescence due to the size, configuration, lack of interior heating/plumbing and previous use.

Sharon Frischman
City Assessor



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

UNIVERSAL DEVELOPMENT AGREEMENT

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- VI BREACH OF AGREEMENT BY APPLICANT
- VII ADDITIONAL ITEMS
- VIII SIGNATURES

THIS UNIVERSAL DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and Reo Ventures, LLC, a Limited Liability Company (“Applicant” and collectively with the City, the “Parties” and each a “Party”).

I. STATEMENT OF PURPOSE

THIS AGREEMENT IS INTENDED FOR USE WITH DEVELOPMENT PROJECTS, USING ECONOMIC INCENTIVES, WHICH DO NOT REQUIRE THE TRANSFER OF CITY-OWNED PROPERTY OR ASSETS. FOR THOSE PROJECTS THAT DO REQUIRE THE TRANSFER OF CITY-OWNED PROPERTY, ASSETS, LIMITED FULL FAITH AND CREDIT, OR OTHER CITY LIABILITIES, A COMPREHENSIVE DEVELOPMENT AGREEMENT (CDA) WILL BE REQUIRED.

Introduction:

The City welcomes new investment and the creation and retention of jobs. To achieve these goals, the City can offer a variety of economic incentives that are designed to facilitate the expansion, retention and attraction of businesses within the City, as well as the rehabilitation and redevelopment of underutilized, vacant or environmentally contaminated properties.

Economic incentives (“Incentives”) typically do not provide City funds directly to developers or businesses, but rather encourage and reward them for undertaking and completing economic development projects (“Projects”). The completion of these Projects generates benefits to the citizens of Lansing including employment opportunities, new tax revenues to pay for City services and schools, the elimination of blight, a healthier environment and better places to live, work and play. Thus, incentives can be thought of as investments made by the City to receive the benefits created by economic development projects.

Universal Development Agreement Purpose:

Economic incentives are conditionally granted by the City based upon specific commitments made by businesses and developers (“Applicants”) during the incentive application and approval process. The purpose of this Agreement is for the Parties to define and agree on the specific commitments an Applicant is making as a condition for receiving an Incentive. Furthermore, it holds Applicants accountable in a clear and consistent way to fulfill their pledges made to receive the Incentive. The Agreement also provides a transparent document where the public can observe the terms under which the Incentive was granted. Finally, the Agreement establishes a reporting and verification process to ensure the Applicant fulfills its obligations to the City and its citizens.

Applicant's Commitments to the City:

As a condition of receiving economic incentives from the City, Applicants are required to agree to the following Project Commitments:

1. Starting and completing the Project on time
2. Hiring local labor and Lansing based firms
3. Paying all required City Income and Property Taxes
4. Meeting Project performance measures
5. Providing the City with annual Project progress reports and a Project completion report

This Agreement specifies the details of these commitments and clearly establishes the expectations the City has for each Project granted an incentive.

II. DEFINITIONS

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

“Acts” means the acts referenced in the definition of “Incentive.”

“Annual Report” means a required written Project update due to the LEDC by January 31st of each calendar year prior to the Completion of Construction.

“Construction Phase of Project” means the period of time between the Commencement of Project and Completion of Construction.

“Commencement of Project” means the initiation by the Applicant of any material physical improvements made to land or real property within the Project Area after the Effective Date of this Agreement, consistent with the site and building plans approved by the City for the Project.

“Completion of Construction” means the passage of final inspection and/or issuance of a Certificate of Occupancy by the City for the Project, whichever occurs first.

“Effective Date of this Agreement” means the date on which all of the Incentives requested in the Applicant's application(s) are granted.

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

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

“Lansing-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the corporate limits of the City.

“LEDC” means the Lansing Economic Development Corporation.

“Local Labor” means employees whose permanent domicile address is within the corporate limits of the City.

“Michigan Labor” means employees whose permanent domicile address is within the state of Michigan.

“Michigan-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the State of Michigan.

“Project” means the improvement of land or real property through private investment and/or creation or retention of jobs in the City as defined in this Agreement.

“Project Area” means the property parcel(s) upon which the Project will occur.

“Project Completion” means the Project has been completed per this Agreement

“Project Completion Date” means the date when Project Completion occurs.

“Project Completion Report” means a detailed written report and signed affidavit attesting to the of the Applicants attainment of the Applicants Project Commitments.

“Project Performance Measures” means the qualitative and quantitative measures of a completed Project’s size and scope.

“Regional Labor” means employees whose permanent domicile address is within the Michigan Counties of Clinton, Eaton or Ingham.

“Regional-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the Michigan Counties of Clinton, Eaton or Ingham.

III. APPLICANT INFORMATION

A. Name of Project: 1102 South Washington Redevelopment

B. Address Location of Project: 1102 South Washington Avenue

C. Business Name of Applicant: Reo Ventures, LLC

D. Name of Applicant’s Parent Company: (if applicable):

E. List Applicant’s Managing Partner:

Leo Trumble 33.33 %

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

None

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

developer Financed

I. The City Treasurer has verified in writing that the Applicant is not delinquent or late on any property taxes owed to the City for all properties in which the Applicant has an ownership interest of greater than 50%.

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

K. The City Treasurer has verified in writing that the Applicant is not delinquent or late on any corporate or other business income taxes owed to the City. Further, that the Applicant has submitted all applicable City Treasurer forms required for the payment and collection of taxes for Applicant.

L. LEAP has verified that all application fees due have been paid in full by the Applicant.

M. The City Attorney has received a written and signed affidavit from the Applicant and each person that has a 20% or greater ownership interest in the Applicant. The affidavit shall state either: (A) that the person is not currently engaged in litigation with the City, or (B) that the person is currently engaged in litigation with the City and has provided a basic description of the litigation.

IV. PROJECT DETAILS

A. Project Description:

Will be redeveloped into a location that includes restaurant/food concept on vacant/obsolete building and a vibrant outdoor space on the undeveloped land. The concept will be similar to Little Fleet in Traverse City

B. Project Area:

The location of the Project is commonly known as 1102 South Washington Avenue and legally described as follows:

[Insert all parcel numbers with their respective legal descriptions here]

Legal Description: N 1/2 LOT 1 & E 46 FT OF N 1/2 LOT 2 BLOCK 195 ORIG
PLAT
CITY OF LANSING, COUNTY OF INGHAM
Parcel Number: 33-01-01-21-178-040

C. Below is a list of City Incentive(s) requested for Project and number of years requested for each:

Obsolete Property Rehabilitation Act (OPRA)	12	Years
		Years
		Years
		Years

D. List all federal, state or other incentives and their estimated value that may be part of the Project:

None

E. Name of financial institution(s) funding the Project (if uncertain upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from financial institution(s) to the LEDC when available):

Developer Financed

F. Estimated total investment in real property improvements for the Project. (Do not include real property purchase prices or soft costs such as architectural, engineering, financing and legal fees and other pre and post-construction expenses): \$ 275,000

G. Estimated total investment in personal property to be located in the Project Area. (Do not include personal property that was previously purchased by the Applicant in connection with another location or project within the City of Lansing, provide this information separately): \$ 0

H. Estimated number of new, permanent full-time equivalent Jobs Created (FTE) upon Project Completion: 0

I. Estimated average hourly wage or annual salary of new permanent Jobs created at Project Completion: \$0 average annual wage.

J. Will these new jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? 0 Estimate the average hourly rate or annual amount attributable to such benefits 0.

K. Estimated number of permanent, full-time equivalent Jobs Retained (FTE) upon Project Completion: 0

L. Estimated average hourly wage or annual salary of Jobs Retained: \$0 average annual wage.

M. Will these retained jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? 0 Estimate the average hourly rate or annual amount attributable to such benefits 0.

N. Estimated average number of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project: 6

O. Estimated average hourly wage of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project (if applicable): \$20 per hr.

P. Will these construction jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? some Estimate the average hourly rate or annual amount attributable to such benefits \$2/hour.

V. TERMS AND CONDITIONS FOR PROJECT COMPLETION

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

The Applicant and the City desire to enter into this Agreement whereby the Applicant and City specify and agree on the Applicant's Project Commitments under which the Incentive will be granted. Nothing in this Agreement supersedes or diminishes any rights of the City or the State of Michigan established by federal, state, or local law or regulations.

NOW, THEREFORE, in consideration of the above recitals and premises set forth above, and the mutual covenants, agreements, and promises herein contained and pursuant to all state and federal laws, the Parties agree the City verified fulfillment of the following Applicant Project Commitments will meet the City's requirements for Project Completion:

Applicant Project Commitments:

A. Commitment to Commencement and Completion of Project Dates:

Applicant agrees the Commencement of Project shall occur by: June 1, 2021

Applicant agrees the Project Completion Date shall be no later than: June 31, 2022

B. Commitment to Hiring Local Labor and Lansing-based Firms:

The Parties, in order to clarify the intent that projects receiving development incentives from the City employ as much Local Labor as is reasonably possible agree as follows:

1. The Applicant agrees and commits to employing and contracting with as much Local Labor and Lansing-based Firms as commercially practical to complete the Construction Phase of the Project. After Local Labor and Lansing-based Firms have been deemed exhausted, the Applicant agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the LEDC at each step, as described below.

2. Local Labor Preference:

a. Applicant agrees that if it deems necessary to not hire Local Labor or Lansing-based Firms for any portion of the Construction Phase of the Project, Applicant must, within 30 business days of Commencement of Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

b. Applicant agrees that once it has deemed necessary to not use Local Labor or Lansing-based Firms, it will focus next on Regional Labor or Regional-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Regional Labor or Regional-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

c. Applicant agrees that once it has deemed necessary to not use Regional Labor or Regional-based Firms, it will focus next on Michigan Labor or Michigan-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Michigan Labor or Michigan-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

3. Applicant (if applicable) agrees to post, and to contractually require its agents to post, all initial bid solicitations or request for bids (“Bid Solicitations”) by the Applicant or their agents for a minimum of 15 days (“Posting Period”) on the Builders Exchange of Lansing and Central Michigan (“Builders Exchange”) and to document such Bid Solicitations, unless Applicant deems the use of certain contractors or subcontractors are critical to the success of the Project or portions of the Project. If Applicant bypasses Builders Exchange because it deems the use of a certain contractor or subcontractor as critical to the success of the Project or portions of the Project, Applicant must, within 30 business days of such hiring, provide to the LEDC a written statement of that fact and an explanation of why the use of the contractor or subcontractor was so critical. The Bid Solicitations must be available to all Builders Exchange users.

4. Within 45 business days of the Commencement of Construction and at the close of each quarter of the fiscal year thereafter, the Applicant must provide to the LEDC, a list of all contractors and subcontractors selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation ("Selected Bidders List"). The Selected Bidders List must include the following information:

- a. Business Name
- b. Address (number, street, and apt. or suite no.)
- c. City, state, and ZIP code
- d. Telephone Number
- e. Employer ID Number (EIN)
- f. Primary Contact Person (Authorized Representative)
- g. Corresponding Builders Exchange Bid Solicitation Number

5. The Applicant will not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules, including but not limited to, homeland security or the disclosure of classified information.

6. The City acknowledges and agrees that some information submitted by Applicant is confidential and proprietary. Accordingly, the City agrees to reasonably assert to the extent applicable to the information provided and as allowable by law, that such information reported by Applicant to the City is exempt from disclosure pursuant to, including without limitation Section 13 of, the Michigan Freedom of Information Act, 1976 PA 442, as amended.

C. Commitment to Pay City Income and Property Taxes:

1. Applicant agrees to notify the City Treasurer and City Assessor of any and all ownership or legal structure changes during the term of any incentives approved for the Project.
2. Applicant recognizes that all employees, contractors and sub-contractors related to this Project are required to pay all City individual income taxes. Applicant further recognizes that all contractors and sub-contractors are required to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. The Applicant is not required to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor(s)/construction manager(s) or any subcontractors working on the Project. The Applicant agrees to allow and facilitate the display, in a prominent place for everyone at the Project site to see, of an informational poster containing details about the obligation to pay, and steps for paying, City Income Tax. The Applicant's agreement with its general contractor(s)/construction manager(s) shall require the general contractor(s)/construction manager(s) to include in subcontractor agreements language notifying subcontractors of their individual and corporate obligation to comply with all City Income Tax requirements, including: the obligation to make

quarterly estimated tax payments if withholding is not being done, and to quarterly provide to the City Treasurer a list of all employees active on the Project. All such information collected for purposes of City Income Tax requirements are confidential per the Uniform City Income Tax Act of Michigan.

3. Applicant agrees that if property taxes applicable to the personal property owned by the Applicant that is identified with the Project are not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.
4. Applicant agrees that if any property tax applicable to the real property owned by the Applicant that is identified with the Project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.

D. Commitment to Project Performance Measures:

The Applicant and the City agree the Applicant must meet all the following "Project Performance Measures":

- 1, A minimum of \$275000 in private investment shall be expended on improvements to the Project's real property.
2. A minimum of \$0 in private investment shall be expended to purchase and locate personal property for the Project.
3. The Project shall create 0 new, permanent full-time equivalent jobs.
4. The Project shall retain 0 permanent full-time equivalent jobs.
5. Other Project-Specific Performance Measures as agreed upon by the Parties in this Agreement: _____
(Attach more pages if necessary)

E. Commitment to Reporting Requirements:

Prior to Project Completion the Applicant shall file an Annual Report with the LEDC on the Applicant's progress toward fulfilling their Applicant Project Commitments: Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). The Applicant shall file an Annual Report, Exhibit A, to the LEDC by no later than January 31st of each year for the term of this Agreement or upon Project Completion, whichever occurs first.

No later than sixty (60) days after the Project Completion Date, the Applicant shall provide in writing to the LEDC a Project Completion Report that includes a detailed written documentation and a signed affidavit attesting to the Applicants fulfillment of the Applicant Project Commitments Exhibit B. Within 60 days of receiving the Project Completion Report, or 90 days after the end of the Project Completion Date, the LEDC shall review all submitted documents for completeness and forward to the City Administration.

Within 60 days after receiving the Project Completion Report and supporting documents the City Administration shall review and determine if the Applicant has met all Terms and Conditions of Project Completion. Upon determining the Applicant Project Commitments were fulfilled, the City's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement.

If the City Administration finds the Applicant Project Commitments have not been met per this Agreement, the Applicant will be notified in writing and given a thirty (30) day extension to provide additional documentation to the City. Within 60 days after the end of the extension period, the City Administration shall make its final review and determine if the Applicant Project Commitments were fulfilled. Upon determining the Applicant Project Commitments were fulfilled, the City's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement. If the City Administration determines the Applicant has not fulfilled the Applicant Project Commitments per this Agreement, the Applicant will be considered in default of the Agreement.

VI BREACH OF AGREEMENT BY APPLICANT

Failure of performance or non-compliance with this Agreement and to the, Terms and Conditions for Project Completion, shall constitute a breach of this Agreement by Applicant and, in addition to other available remedies available to the City under this Agreement and under law and regulation, shall subject the Applicant to incentive revocation and/or the suspension of the incentive. Further, such failure and non-compliance shall be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC, LBRA, or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

A. Default by Applicant

If Applicant shall fail to perform any of its obligations under this Agreement, including any of the Terms and Conditions for Project Completion, the City shall provide written notice of such failure to perform and serve Applicant in person, or by certified mail with return receipt, of a Notice of Default specifying the performance failures. After service of the notice, the Applicant shall have a cure period of: ten (10) business days from the service of such notice to cure any monetary failure; and thirty (30) days to cure any non-monetary failure. If any failure to perform shall not have been cured by the expiration of the applicable cure period, then a “Default” by Applicant shall be deemed to have occurred and declared and the City may terminate this Agreement and shall have all rights and remedies at law, including Incentive Revocation.

B. Default Procedures, Remedies

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

VII ADDITIONAL ITEMS

A. City’s Rights

Nothing in this Agreement shall supersede the City’s ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Acts, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State of Michigan established by federal, state, or local law or regulations.

B. Governing Law

This Agreement shall be construed in accordance with Michigan law.. All actions arising from this Agreement shall be brought in a state court of competent jurisdiction in Ingham County, Michigan, or in the federal courts in the Western District of Michigan, Southern Division.

C. Ambiguity

This Agreement and all its terms and conditions shall be considered as if drafted by both Parties.

D. Assignability

The Developer shall have the right with the City's written approval, including fulfillment of any conditions contained in such approval, to assign or transfer this Agreement with allof their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to assign, or transfer all or a portion of the Project, at least 30 days in advance of such proposed action. Developer may free itself from further obligations relating to the assigned interest, if approved by City, provided that the permitted assignee expressly assumes the obligations under this Agreement as provided herein.

E. Notices

All notices and other communications required or permitted under this Agreement must be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given, delivered or served upon the earliest of: (i) 5 business days after deposit in the U.S. Mail, for delivery by certified or registered mail, with proper postage prepaid and return receipt requested, or (ii) 1 business day after deposit with a nationally recognized overnight delivery carrier for next day delivery, or (iii) on the date of personal delivery.

If to Developer: Reo Ventures, LLC
6850 Aurelius Rd
Lansing, MI 48911

With a copy to:

If to the City: Office of the Mayor, City of Lansing
124 W. Michigan Avenue, 9th Floor
Lansing, MI 48933

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

F. Right in Third Parties

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

G. Severability

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

H. Subsequent Waivers

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

I. Termination

Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall terminate on: This Agreement terminates upon the end of the life of the incentive, or upon written agreement of the Parties.

J. Covenant to Abide by Law

In the performance of all Project activities, Applicant agrees to abide by federal, state, and local law and regulation.

K. Amendments and Modification

The term and conditions of this Agreement cannot be waived, modified or amended unless agreed and executed in writing by both Parties.

L. Entire Agreement

This Agreement contains the entire Agreement between the Parties and any representations, oral or written, which occurred between the Parties prior to the date of execution of this Agreement and which are not contained in this Agreement are not binding on either Party.

M. Delays, Extensions and City Approval

In the event of an unavoidable delay ("Enforced Delay") in the performance by the Developer of its obligations under this Agreement due to unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or acts of war or terrorism; legislative regulatory acts of the federal, state, county, city or local government that directly impact the Project; acts of the judiciary not resulting from the Developer's breach of this

Agreement or fault of the Developer, including injunctions, temporary restraining orders and decrees; fires; floods; epidemics; unanticipated and reasonably unforeseen environmental contamination not discoverable by the exercise of reasonable Developer due diligence; strikes; lock-outs, labor trouble; inability to procure materials; failure of power; riots, insurrection, war, acts of gross negligence of the City or its agents or other reason of like nature not the fault of the Developer, the time for performance of such obligations shall be extended for the period of the Enforced Delay. Provided, however, in order to claim any such time extension or period of Enforced Delay, Developer shall notify City of such claim no later than ten days from the occurrence of any such unforeseeable cause arising under this Section VII (M).

With respect to any matters that are within the discretion or approval of the City, the City shall: (i) act reasonably in all dealings with the Developer, (ii) not unreasonably withhold, condition, or delay any approvals within its discretion, and (iii) act reasonably to assist the Developer in completion of the Project.

N. Cooperation

The Parties shall take such further actions and deliver and execute such additional documents as are reasonably necessary to effectuate the terms and intent of this Agreement. The Parties shall work cooperatively to obtain any and all permits, approvals, waivers, certificates of occupancy, rental licenses, liquor licenses, and any other approval required to effectuate the Parties' intent contemplated under the terms of this Agreement.

O. Prior Activities

This Agreement shall not govern the activities of the Developer prior to the Effective Date of this Agreement.

P. Authority

The City and the Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Council and all other authorities whose approval may be required as a precaution to the effectiveness hereof, and as to the Developer, by the members or managers thereof, as applicable. The Parties agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement as the other Party shall reasonably request.

Q. Survival

The terms, conditions, promises, representations, obligations, and covenants set forth in Section V (C) shall survive Project Completion and the terms, conditions, promises, representations, obligations, and covenants set forth in Sections VI and VII shall survive any termination of this Agreement.

VIII SIGNATURES

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

WITNESSES:

APPLICANT NAME:

Reo Ventures, LLC

By: _____

Its: Partner

CITY OF LANSING:

By: _____
Andy Schor

Its: Mayor

Approved as to form:

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

James D. Smiertka
City Attorney

City Controller

November 30, 2021

Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, MI 48933

Re: Revision to Obsolete Property Rehabilitation Act District and Certificate Request for 1102 S. Washington Ave., Lansing

Dear Clerk Swope,

I'm writing to formally notify the City of Lansing that REO Ventures, LLC, owner of the property commonly known as 1102 S. Washington Ave., Lansing 48910 (the "Property"), legal description attached, desires to revise its previous request under the Obsolete Property Rehabilitation Act, PA 146 of 2000 (OPRA), of the establishment of an OPRA District and granting of an OPRA Certificate by the City of Lansing on the Property, originally submitted in February 2021.

REO Ventures, LLC wishes to proceed with its request of the establishment of an OPRA District on the Property and asks the City of Lansing to continue the process of consideration at the next available opportunity.

Instead, REO Ventures, LLC requests only to withdraw its original application for an OPRA Certificate on the Property. While we remain committed to the redevelopment and positive activation of the Property, previous plans are likely to be updated for cost, scope, etc. once a new user for the property is found.

The establishment of the OPRA District now will allow REO Ventures, LLC to begin some of the necessary work on preparing the building for redevelopment without eliminating the opportunity to seek an OPRA Certificate in the future. However, it is understood that approval of an OPRA District shall not be construed as approval of any future application for an OPRA Certificate on the Property.

Our intention is to submit a revised application for an OPRA Certificate to the City of Lansing in 2022 for consideration. We continue to believe that the granting of an OPRA Certificate, with its multi-year property tax abatement benefit, will be vital to making the economics of the project work due to the functionally obsolete condition of the Property.

Thank you in advance for your assistance and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'NP', is written over a horizontal line.

Nicholas Pope, Partner REO Ventures, LLC

LEGAL DESCRIPTION OF PROPERTY

Address: 1102 S WASHINGTON AVE
LANSING, MI 48910

Owner: REO Ventures, LLC

Parcel Number: 33-01-01-21-178-040

Legal Description: N 1/2 LOT 1 & E 46 FT OF N 1/2 LOT 2 BLOCK 195 ORIG PLAT
CITY OF LANSING, COUNTY OF INGHAM

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

Resolution to Set a Public Hearing Regarding the Establishment of an Obsolete
Property Rehabilitation Act District at 1102 South Washington Avenue, Lansing

WHEREAS, REO Ventures, LLC owner of the property located at 1102 South Washington Avenue in the City of Lansing, Michigan (the "Property") has requested, in writing to the City Clerk, that the City of Lansing establish an Obsolete Property Rehabilitation Act District (the "OPRA District"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the Property in question of the OPRA District is legally described as:

N 1/2 LOT 1 & E 46 FT OF N 1/2 LOT 2 BLOCK 195 ORIG PLAT CITY OF LANSING,
COUNTY OF INGHAM; PARCEL NUMBER: 33-01-01-21-178-040; and

WHEREAS, the Act requires that before granting a District the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, owners of real property within the proposed OPRA District, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA District.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be held Monday, January 10, 2022, at 7:00 p.m. at Lansing City Hall, 124 W. Michigan Avenue, 10th Floor, Tony Benavides Lansing City Council Chambers for the purpose of receiving public comment on the approval of an OPRA District under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on Monday, January 10, 2022 at 7:00 p.m., at Lansing City Hall, 124 W. Michigan Avenue 10th Floor, Tony Benavides Lansing City Council Chambers for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 1102 South Washington Avenue, Lansing, Michigan, but more particularly described as follows:

N 1/2 LOT 1 & E 46 FT OF N 1/2 LOT 2 BLOCK 195 ORIG PLAT CITY OF LANSING, COUNTY OF INGHAM; PARCEL NUMBER: 33-01-01-21-178-040

Approval of this District will allow the owners of real property within the District to apply for an abatement of certain property taxes for the improvements to their property located within the District. Further information regarding this issue may be obtained from Kris Klein, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/CMMC

www.lansingmi.gov/Clerk

www.facebook.com/LansingClerkSwope

10/22/2021

Lansing City Clerk's Office
124 W Michigan Avenue, 9th Floor
Lansing, MI 48933

Re: Requesting an OPRA District for 224 S. Washington Square Lansing, MI 48933

Dear Clerk Swope,

I'm writing to you to formally notify the City of Lansing that 1247 Center Street LLC hereby grants RBM Properties LLC permission to request an Obsolete Property Rehabilitation Act (OPRA) District be established on the property 1247 Center Street LLC owns located at 224 S. Washington Square Lansing, MI 48933 (Property), legally described as: Lots 25 and 26, Board of State Auditor's Subdivision of the East one-half of Block 115, Original Plat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 26, Ingham County Records.

RBM Properties LLC, has executed a purchase agreement with 1247 Center Street LLC to acquire the Property and intends to submit an OPRA District Request and OPRA Certificate application for consideration by the City of Lansing.

Sincerely,



1247 Center Street LLC

10/22/21

Lansing City Clerk

City Hall

124 West Michigan Ave.

Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act District and Certificate for 224 S. Washington Square Lansing, MI 48933

Dear Clerk Swope,

Per the Obsolete Property Rehabilitation Act (OPRA), Act 146 of 2000, the undersigned applicant RBM Properties LLC , having executed a tentative purchase agreement for the property commonly known as 224 S. Washington Square Lansing, MI 48933 (the "Property"), legal description attached, hereby requests granting of an OPRA Certificate by the City of Lansing on the Property. The Property has been inspected by the City of Lansing Assessor and determined to suffer from functional obsolescence (determination of obsolescence attached).

General Description of Obsolete Facility

This one-story building consists of 6,615 square feet with basement storage. The property was built in 1915 as the original Knapps store. The building has had a variety of uses throughout the years. The most recent use was a nightclub, and the tenant vacated in 2018, and the facility remains vacant.

The current floor plan does not support any feasible uses. The building is excessive for any retail or restaurant use. Ingress and Egress is limited by a single door in the front and rear. There are two sets of restrooms on the main floor and one bathroom in the basement. A ceiling (deteriorating) has been installed approximately six feet below the roofline. The interior consists of one larger area surrounded by small rooms around the perimeter. The interior is dark, a smoke odor permeates the interior. The current ventilation is insufficient.

Proposed Use of the Rehabilitated Facility

The applicant intends to use the rehabilitated facility as follows:

The facility will become one of the most popular and storied music and performance venues in the Midwest.

It will be considered a top destination for live music in Michigan, while earning the accolades of local musicians, industry leading and nationally touring artists.

Performances will include all genres of music, as well as other entertainment events. These will include pop, rock, classic rock, R&B, hip hop, country, bluegrass, folk, latin, jazz, comedy and more.

The rehabilitated facility's open design will allow for unobstructed sightlines throughout the hall to the stage and video displays, and provide comfortable access to bathrooms and service. The open ceiling design to the roof, will provide for optimal heights for production elements (audio and lighting). In house production elements, including acoustics and sight lines to the stage are all critical to the customer experience at a live event, and the applicant has deep experience and expertise in this area.

The facility will provide cutting edge production elements for live performances, as well as the streaming and recording of performances. This will include professional audio, event lighting, LED wall(s), and more!

Upon completion of renovation, the facility will have an estimated capacity of 600 attendees in a general admission (GA) setting and approximately 250 for table seating. The open design will also allow for customizable space for seating configurations, e.g. a portion GA & a portion table seating; a portion general admission & a portion theater seating; and a portion theater seating & a portion table seating.

In addition to public paid admission performances, the facility will also be available for private functions, including weddings, meetings, and corporate events. The customizable space will offer flexible configurations for a luncheon, team outing, networking mixer, or holiday party. The facility bars can be stocked and customized to meet an event's specific needs.

There is no venue within the Lansing-East Lansing MSA of this size, which provides a comparable experience, including the in house production elements, to a broad array of audiences.

This property will require demolition and rehabilitation of the outdated structure to accommodate the new use.

We will remove the current failing materials overlaid on the east side facade of the building (Washington Square). In addition, we will install LED signage.

We will remove interior rooms and non load bearing walls, and restore the open structure to its original brick walls.

The installed and failing ceiling will be removed to reveal the original turn of the century iron trusses.

The original wooden flooring will be refurbished.

We will update and relocate the beverage service/bar area, and update, relocate and increase restroom capacity. Electrical services will be updated, HVAC system will be updated.

A catering kitchen, offices, and artist green rooms will be built in the lower level to accommodate industry-leading entertainers and speakers.

We will install state-of-the-art theatrical lighting, audio, and video displays for live event productions.

The rehabilitated facility will be accessible for guests with disabilities.

Expected Economic Advantages

Our target market for attendees is the Lansing- East Lansing metropolitan statistical area (MSA). The MSA is a three-county metropolitan area located in Central Michigan encompassing the counties of Eaton, Clinton, and Ingham. As of the 2010 Census, the MSA had a population of 464,036. It ranks as Michigan's third-largest metropolitan area behind metropolitan Detroit and Grand Rapids.

A recent University of Chicago impact study found that for every \$1 spent on a ticket, a total of \$12 in economic activity was generated (hotels, food, beverage, shopping etc.).

Upon renovation, the rehabilitated facility projects to average 50,000 attendees annually, spending an average of one million (\$1m) dollars annually on tickets, generating twelve (\$12m) million in annual economic activity.

The rehabilitated property will be the starting point for a revitalization of arts and culture in downtown and greater Lansing. The cultural impact of these venues on local communities is priceless. We are the steadfast incubators and launch pads for the most popular talent in the world. Our stages give artists like Adele, U2, Keith Urban, Prince, Lizzo, the Eagles, Wu-Tang Clan and Foo Fighters their start.

Detailed Description of Rehabilitation and Fixed Building Equipment

The OPRA tax abatement is a significant component of this project. The applicant has estimated the renovation costs of the project \$400,000. The renovation estimates are as follows: See Attached ITEMIZED LISTS OF RENOVATIONS AND FIXED BUILDING EQUIPMENT AS PART OF THE REHABILITATED FACILITY.

Time Schedule for Rehabilitation

Purchase closing 12/15/2021. Commencement of construction is scheduled for January 1, 2022 with completion of the project expected by August 1, 2022.

Property Taxable Value and Legal Description

The specifics on the property are as follows:

Property Address: 224 S Washington Avenue, Lansing, MI 48933

Owner's Name: 1247 Center Street LLC

Sq Feet of Building: 6,615

Tax ID Number: Parcel Number: 33-01-01-16-328-062

Tax Value Land: \$106,600

Tax Value Building: \$130,600

SEV Value Total: \$237,200

Legal Description: Lots 25 and 26, Board of State Auditor's Subdivision of the East one-half of Block 115, Original Plat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 26, Ingham County Records.

Parcel Number: 33-01-01-16-328-062

Thank you in advance for your assistance and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Meyer', is written over the word 'Sincerely,'.

Kevin Meyer

RBM Properties LLC

ITEMIZED LISTS OF RENOVATIONS AND FIXED BUILDING EQUIPMENT AS PART OF THE REHABILITATED FACILITY.		
1	Two 8' retractible decorative garage doors;	\$10,000.00
2	One 16' retractible garage door	\$5,000.00
3	three (3) two door emergency exits/entrance	\$10,000.00
4	(8) toilet w washing Women, new flooring, painting/finishing;	\$7,500.00
5	(5) toilet/trough w washing Men, new flooring, painting/finishing;	\$5,000.00
6	(1) employee bathroom lower level w toilet, sink, shower, painting/finishing;	\$2,500.00
7	(3) performer bathrooms lower level each w toilet, sink, shower, painting/finishing;	\$7,500.00
8	(1) Main Floor Bar painting/finishing;	\$7,500.00
9	(1) Lift/Elevator to lower level/main level/loft level	\$25,000.00
10	(1) new stairway to lower level/main level/loft level	\$5,000.00
11	(1) Loft steel structure and finish	\$50,000.00
12	(1) forced air heating unit	\$25,000.00
13	(1) forced air cooling unit	\$25,000.00
14	new central ductwork for heating/cooling	\$10,000.00
15	(4) Ceiling fans	\$5,000.00
16	Misc lighting fixtures main floor, loft, lower level	\$5,000.00
17	Painting/finishing exterior facade, (1) LED marquee	\$25,000.00
18	Main floor, wood floor refinish	\$20,000.00
19	Painting Interior ceiling	\$10,000.00
20	Painting/finishing green rooms lower level	\$7,500.00
21	Painting/finishing office space lower level	\$2,500.00
22	Removal of deteriorating ceiling	\$40,000.00
23	Removal of obsolete boiler lower level	\$10,000.00
24	Removal of obsolete electric throughout facility	\$40,000.00
25	Finishing & restoration of interior walls	\$40,000.00
		\$400,000.00

**CITY OF LANSING OPRA DISTRICT
224 S. WASHINGTON SQ. REDEVELOPMENT PROJECT
PROPOSED APPROVAL PROCESS SCHEDULE**

DATE	BOARD/ COMMITTEE	ACTION	ATTENDANCE BY APPLICANT
By November 22, 2021	LEAP/LEDC	Ready for submission to Lansing City Council: 1) OPRA District Resolution to Set Public Hearing 2) OPRA District Public Hearing Notice 3) OPRA District Resolution of Approval	
November 29, 2021 7:00PM	Lansing City Council	Council Receives Resolution to Establish District and refers it to the Committee on Development and Planning	
December 7, 2021 3:30PM	Committee on Development and Planning	Applicant presents request/project to Committee to review OPRA District. Committee approves Resolution to set Public Hearing.	YES
December 13, 2021 7:00PM	Lansing City Council	Council passes resolution setting the Public Hearing for 7:00PM on <u>January 10, 2022</u> . <i>Public Hearing Notice-10 Days (Owners/Mail/Paper)</i>	(if requested)
January 10, 2022 7:00PM	Lansing City Council	Public hearing held at Council for OPRA District. Resolution to approve District referred back to the Committee on Development and Planning	YES
January 18, 2022* 3:30PM	Committee on Development and Planning	D&P Committee approves resolution to approve the OPRA District	(if requested)
January 24, 2022 7:00PM	City Council Meeting	City Council Approves OPRA District	YES

**The 2022 Committee Schedule (dates & times) has not been set, so this is subject to change and may impact the final approval date.*

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

Resolution to Set a Public Hearing Regarding the Establishment of an Obsolete
Property Rehabilitation Act District at 224 South Washington Square, Lansing, Michigan

WHEREAS, RBM Properties, LLC has requested, in writing to the City Clerk, that the City of Lansing establish an Obsolete Property Rehabilitation Act District (the "OPRA District") for the property commonly known as 224 South Washington Square, Lansing, Michigan (the "Property"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the Property in question of the OPRA District located at 224 South Washington Square, Lansing, Michigan, is legally described as:

Lots 25 and 26, Board of State Auditor's Subdivision of the East one-half of Block 115, Original Plat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 26, Ingham County Records, Parcel Number: 33-01-01-16-328-062; and

WHEREAS, the Act requires that before granting a District the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, owners of real property within the proposed OPRA District, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA District.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be held in the Tony Benavides Lansing City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, January 10, 2022 at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA District under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on Monday, January 10, 2022 at 7:00 p.m. in the Tony Benavides Lansing City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave., Lansing, MI 48933, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 224 South Washington Square, Lansing, Michigan, legally described as:

Lots 25 and 26, Board of State Auditor's Subdivision of the East one-half of Block 115, Original Plat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 26, Ingham County Records.

Parcel Number: 33-01-01-16-328-062

Approval of this District will allow the owners of real property within the District to apply for an abatement of certain property taxes for the improvements to their property located within the District. Further information regarding this issue may be obtained from Kris Klein, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

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

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

WHEREAS, in 2006 in an effort to promote economic development in qualifying communities, the Michigan Legislature passed Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, being MCL 436.1521a, which established the criteria for Development District or Redevelopment Area Liquor Licenses; and

WHEREAS, through the provisions of Public Act 501 of 2006, as amended ("Act") the Michigan Liquor Control Commission (LCC) may issue new public on-premises liquor licenses in addition to quota licenses in order to allow cities to enhance the quality of life for their residents and visitors to their communities; and

WHEREAS, The issuance of a Redevelopment Area Liquor License under Section 521a(1)(a) of the Act requires the Licensed Premises to be located in a "Redevelopment Project Area"; and

WHEREAS, pursuant to the Act, the City of Lansing has the authority to establish Redevelopment Project Areas within the City of Lansing; and

WHEREAS, the Committee on Development and Planning met on December 7, 2021, to review the establishment of the Red Cedar Redevelopment Project Area with affirmative action taken;

NOW THEREFORE BE IT RESOLVED, that the following property is hereby approved and established as a Redevelopment Project Area as provided by Act 501 of the Public Acts of 2006, being Section 521a of the Michigan Liquor Control Code of 1998, as amended, hereafter designated as the "Red Cedar Redevelopment Project Area" and described as:

The area within E. Michigan Avenue to the north, W. Brody Road to the east, Kalamazoo Street and the Red Cedar River to the south, and S. Clippert Street to the west within the corporate boundaries of the City of Lansing (as shown in the attached map).

BE IT FINALLY RESOLVED, that this resolution shall not be construed as the City Council's recommendation of any future application for a Redevelopment Area Liquor License.

CITY OF LANSING

RED CEDAR REDEVELOPMENT PROJECT AREA

Proposed under the provisions of MCL 436.1521a(1)(a) for Redevelopment Area Liquor Licenses

