

AGENDA

Committee on Development and Planning AGENDA FOR OCTOBER 25, 2023 AT 4:00 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) 483-4177 prior to the meeting.
view on: <https://www.youtube.com/@lansingcitycouncil4446/streams>

Council Member Spitzley, Chairperson
Council Member Brown, Vice Chairperson
Council Member Garza, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. October 4, 2023
 - B. October 18, 2023 (Place on File)
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - C. RESOLUTION - Introduction and Set a Public Hearing; Z-9-2023; vacant parcel south of 1917 Osband Ave, Rezoning from "IND-2" General Industrial to "R-6A" Urban Detached Residential
 - D. RESOLUTION - Set a Public Hearing; Act-4-2023; Sale of City Property, Parking Lot #1 at 425 S. Grand Ave.
- 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.

DRAFT



MINUTES
Committee on Development and Planning
Wednesday, October 4, 2023 @ 4:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Brown called the meeting to order at 4:00 p.m.

PRESENT

Council Member Spitzley, Chair - excused
Council Member Brown, Vice-Chair
Council Member Garza, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Ted O'Dell
Simon Verghese, LEDC
Jessica DeBone, PM Environmental
Jason Kildea, Gillespie Group
Tricia Walthorn, Gillespie Group

MINUTES

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM SEPTMEBER 20, 2023 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment on this time.

Discussion/Action

RESOLUTION – Appointment; Ted O'Dell; At Large Member; Planning Commission- Term to Expire June 30, 2025

Mr. O'Dell briefly spoke about his experience that he hopes to bring to the Commission. His background is labor law, negotiations, was a Township Supervisor and Township Planning Commission. In addition he served on the legislature for a period of time.

Council Member Garza asked if he would be willing to come to the Ward constituent meetings, and Mr. O'Dell acknowledged and was supportive opening governance, growth and development, affordable housing for working public and seniors. In regards to planning, he encouraged looking forward 3-5 years in the future.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF TED O'DELL TO THE PLANNING COMMISSION. MOTION CARRIED 2-0.

RESOLUTION - Reappointment; Samantha Troutman; At Large Member of the Historic District Commission; Term to Expire June 30, 2026

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE REAPPOINTMENT OF SAMANTHA TROUTMAN TO THE HISTORIC DISTRICT. MOTION CARRIED 2-0.

RESOLUTION – Reappointment; Nikki Soldan as a Business Representative Member of the South Martin Luther King Jr. Blvd Corridor Improvement Authority Board of Directors; Term to Expire July 31, 2027

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE REAPPOINTMENT OF NIKKI SOLDAN TO THE SMLK JR CORRIDOR AUTHORITY. MOTION CARRIED 2-0.

RESOLUTION – Setting a Public Hearing; Brownfield Plan #84; 505-507 East Shiawassee Street Rehabilitation Project

Mr. Verghese distributed a handout, in addition members from the Gillespie group were present. Mr. Verghese went through the Brownfield request.

Council Member Garza noted asbestos material and if that was the reason for the request. Ms. stated there are demolition needed, vapor encroachment issues, and asbestos. There will be continued additional assessments to determine if there is an additional remediation needed.

Mr. Verghese went through the rest of the handout.

Council Member Garza asked what follow up is done with Brownfields. Mr. Verghese stated they do follow up and make sure all work in the brownfields are audited. Ms. DeBone confirmed that during the job construction they are on site doing inspections.

Total capture information provided was approximately \$234,000, with an estimated \$93,000 of that capture for City of Lansing taxes and the remaining \$141,000 for other taxing jurisdictions. The owner has requested an accelerated reimbursement loan for \$150,000 for eligible activity costs. The eligible activities include damaged sidewalks, vapor contamination, demolition, abatements of asbestos, lead and mold, and a phase 1 environmental assessment, hazardous material survey and vapor mitigation survey. Of the \$150,000 eligible activity costs, there will be 3% interest of \$35,000, 10% pass through at \$24,000, LBRA revolving fund and admin at \$24,000 and State Brownfield revolving fund at \$1,000 bringing the total capture projections to \$234,000.

Council Member Garza asked about the number of jobs, since there are three businesses. Ms. Walthorn stated there could be more than 3, but they estimate conservatively.

Council Member Garza asked if this is contingent on the Brownfield. Ms. Walthorn stated that absent the Brownfield, it would be challenging to move this forward. Mr. Kildea stated these businesses will bring retail and create a new district that has more things to do than the existing restaurants.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR OCTOBER 30, 2023 FOR BROWNFIELD PLAN #84; 505-507 EAST SHIAWASSEE STREET. MOTION CARRIED 2-0.

Other

No other topics.

Adjourn

Adjourned at 4:23 p.m.

Submitted by Sherrie Boak

Recording Secretary, Lansing City Council

Approved by the Committee on

DRAFT



MINUTES
Committee on Development and Planning
Wednesday, October 18, 2023 @ 4:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Brown called the meeting to order at 4:00 p.m.

PRESENT

Council Member Spitzley, Chair -excused
Council Member Brown, Vice-Chair
Council Member Garza, Member- absent

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Greg Venker, OCA
Emily Linden, Internal Auditor
Susan Stachowiak, EDP
Andrew Fedewa, EDP

Council Member Brown adjourned the meeting at 4:01 p.m. due to lack of quorum.

Submitted by Sherrie Boak
Recording Secretary, Lansing City Council
Place on file by the Committee on

GENERAL INFORMATION

APPLICANT/OWNER:	Stephanie Williams 5740 Wise Road Lansing, MI 48911
REQUESTED ACTIONS:	Rezone the vacant lot south of 1917 Osband Avenue from “IND-2” General Industrial to “R-6A” Urban Residential
EXISTING LAND USE:	Vacant
EXISTING ZONING:	“IND-2” General Industrial
PROPOSED ZONING:	“R-6A” Urban Residential District
PROPERTY SIZE:	40’ x 121.5’ = 4,860 square feet – .11 acres
SURROUNDING LAND USE:	N: Single-Family Residential S: Access to industrial uses to the east E: Industrial W: Single-Family Residential
SURROUNDING ZONING:	N: “R-6A” Urban Detached Residential S: “IND-2” General Industrial E: “IND-2” General Industrial W: “R-6A” Urban Detached Residential
MASTER PLAN:	The Design Lansing Comprehensive Plan designates the subject property for “Research and Development” land use. Osband Avenue is designated as a local road.

DESCRIPTION:

This is a request to rezone the vacant property (parcel #: 33-01-01-28-103-098) located south of 1917 Osband Avenue. Legally described as:

Lot 23, Rockford Subdivision

from “IND-2” General Industrial to “R-6A” Urban Detached Residential. The purpose of the rezoning is to permit the construction of a single-family residential home on the subject property.

COMPATIBILITY WITH SURROUNDING LAND USE:

The subject property is located in an area that is predominantly single family residential. The adjoining property to the north and all of the properties to the west are single family and are zoned “R-6A” Urban Detached Residential. In addition, there are two properties along the east side of Osband Avenue, south of the subject property that area zoned for and contain single family residential homes. As evidenced by the attached zoning map, there is an inconsistent zoning and land use pattern along the east side of Osband Avenue and along W. Mt. Hope Avenue. The lots in

this area that are zoned “IND-2” are too small to accommodate any type of industrial development and thus, there does not seem to be any reason to retain the industrial zoning. The proposed residential zoning will ensure that development of the subject property, and other vacant lots in the area, should the City receive more requests for rezonings, will not negatively impact the existing residential uses. If a proposal were to be presented at some point in the future that involved assembling lots on the east side of Osband Avenue for an industrial development, rezoning the subject property and the other residentially zoned lots along Osband and Mt. Hope to “IND-2” would be given a favorable staff recommendation. In the meantime, accommodating new residential homes seems to be the most appropriate use of the subject property.

COMPLIANCE WITH MASTER PLAN:

The Design Lansing Comprehensive Plan designates the subject property for “Research and Development” land use. While the single-family residential use allowed under the proposed “R-6A” zoning would not be compatible with the research and development land use designation, it would be consistent with proper planning and zoning principles in general by eliminating an inconsistent zoning pattern in the area and ensuring that new development will not negatively impact existing residential uses along the east side of Osband Avenue.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. In fact, a single-family home will produce the least amount of traffic of any use that could potentially be established on the property.

IMPACT ON PUBLIC FACILITIES:

Construction of the new home will require the applicant to connect to all relevant public facilities (sanitary sewer, water, electric, etc.) all of which are available to serve the site.

ENVIRONMENTAL IMPACT:

The proposed single-family home will have no negative impacts on the natural environment as it is the least intensive use that could occupy the property. There is a 60% lot coverage restriction (all impervious surfaces) in the proposed “R-6A” zoning district. There is no lot coverage restriction in the existing “IND-2” zoning.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant’s request will not negatively impact the development pattern in the area which is characterized by a mix of industrial and single-family residential uses. The proposed rezoning will merely allow the construction of a single-family home on the subject property, consistent with the use of the adjoining property to its north, the residential neighborhood to the west and 2 of the 4 lots to its south. It will also not set a negative precedent for future rezoning requests in the area. Staff would provide a favorable recommendation to rezoning the other industrially zoned lots to the south in the 2000 block of Osband Avenue to “R-6A” if the owners were to make those requests. This would actually be encouraged as it would eliminate an inconsistent zoning pattern and eliminate the potential for incompatible land uses along the east side of Osband Avenue.

SUMMARY

This is a request by Stephanie Williams to rezone the vacant property (parcel #: 33-01-01-28-103-098) located south of 1917 Osband Avenue. Legally described as:

Lot 23, Rockford Subdivision

from “IND-2” General Industrial to “R-6A” Urban Detached Residential. The purpose of the rezoning is to permit the construction of a single-family residential home on the subject property.

The findings of fact, as outlined in this staff report, support a positive recommendation for the requested rezoning. The proposed “R-6A” zoning and single-family home will be consistent with the general zoning and land use pattern in the area. In addition, the proposed home will have no negative impacts on traffic, the environment, or future patterns of development in the area.

RECOMMENDATIONS

Pursuant to the findings described above, the following motion is offered for the Planning Commission’s consideration:

“I make a motion to recommend approval of Z-9-2023 to rezone the vacant .11-acre parcel of land located immediately south of 1917 Osband Avenue from “IND-2” General Industrial to “R-6A” Urban Detached Residential.”

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**

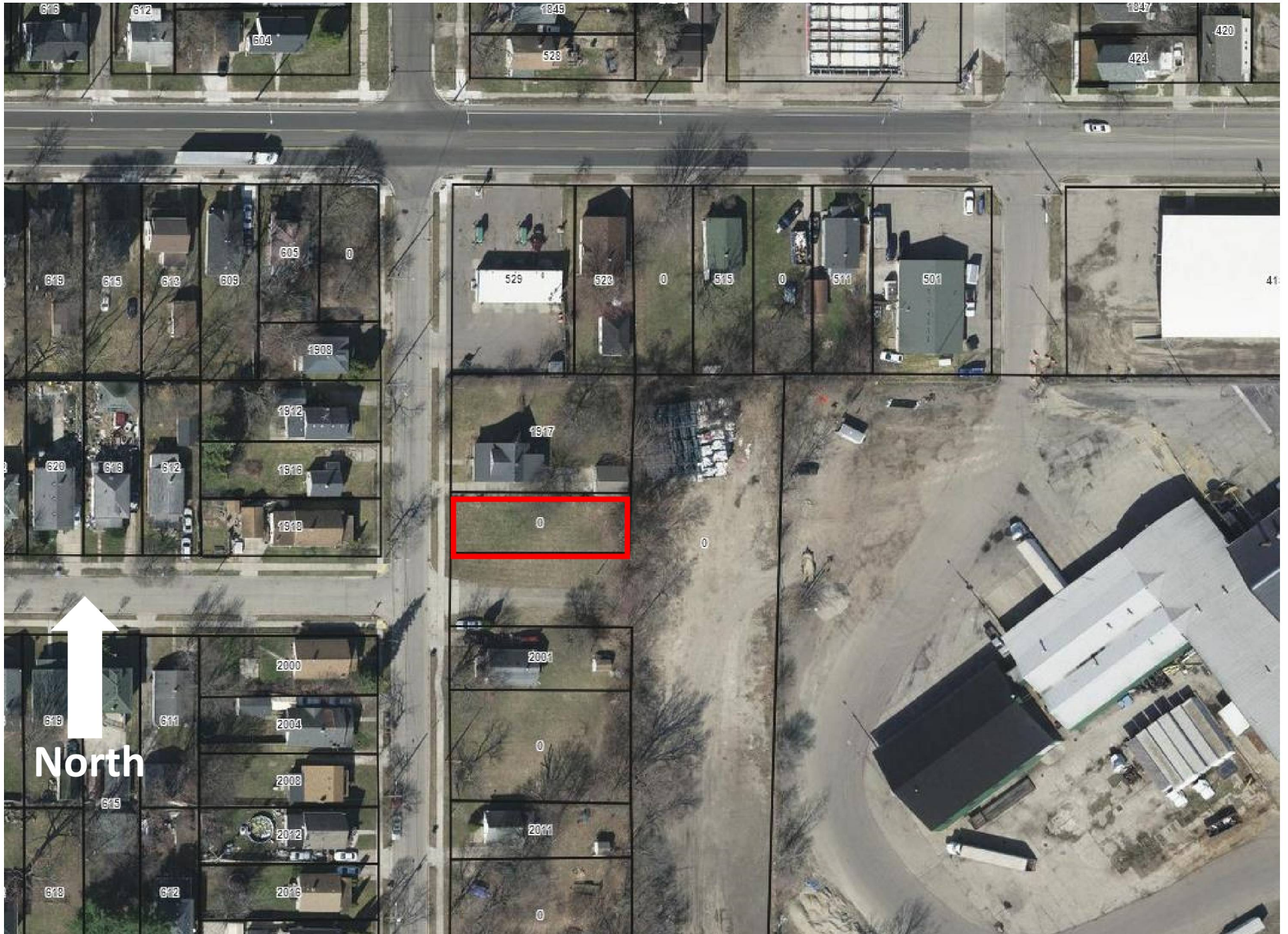
Z-9-2023

Vacant parcel south of 1917 Osband Avenue

**Rezoning from “IND-2” General Industrial to
“R-6A” Urban Detached Residential**

At its October 3, 2023, meeting, the Planning Commission voted 4-0 to recommend approval of Z-9-2023, a request to rezone the vacant property located immediately south of 1917 Osband Avenue to permit the construction of a single-family residential dwelling on the property.

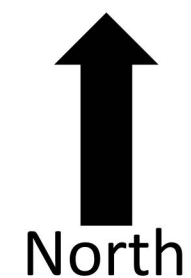
No comments were received at the public hearing held by the Planning Commission at its October 3, 2003, meeting. The staff recommendation is to approve the rezoning based upon consistency with the existing zoning and land use patterns in the area.





Zoning Districts

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



**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

**Z-9-2023, Vacant lot south of 1917 Osband Avenue
Rezoning from “IND-2” General Industrial to
“R-6A” Urban Detached Residential**

The Lansing City Council will hold a public hearing on Monday, November 13, 2023 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 a request to rezone the vacant property (parcel #: 33-01-01-28-103-098) located south of 1917 Osband Avenue from “IND-2” General Industrial to “R-6A” Urban Detached Residential. The purpose of the rezoning is to permit the construction of a single-family residential home on the subject property.

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, November 13, 2023 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 & 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, November 13, 2023, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-9-2023: Osband Avenue, Parcel No.: 33-01-01-28-103-098, , Rezoning from "IND-2" General Industrial to "R-6A" Urban Detached Residential

COMMERCIAL PROPERTY BUY AND SELL AGREEMENT

Dated: ~~October~~ ^{August} 24, 2023

Effective Date: ~~October~~ ^{August} 24, 2023

1. PURCHASER'S OFFER.

The undersigned: Boji Group, LLC, whom may form an entity prior to the closing of this agreement and assign this agreement to that entity ("Purchaser"), hereby offers to buy from the City of Lansing, a Michigan municipal corporation, (the "Seller") Parking Lot #1, located at 425 South Grand Avenue in Lansing, Michigan with Parcel # 33-01-01-16-452-023, including all of Seller's right, title and interest in property.

Legal Description: See Attached Exhibit A

The property includes all buildings, improvements, appurtenances, fixtures, air, oil, gas and mineral rights, all tenements, hereditaments, privileges together with any land lying in the bed of any adjacent street, avenue, alleys, or rights-of-way and the personal property owned by Seller and used in connection with the operation of the property, all warranties and guaranties express or implied issued to Seller in connection with any improvements to the property or personal property (hereinafter collectively called the "Property"), subject only to the "Permitted Exceptions", and under the following terms and conditions.

2. PURCHASE PRICE.

The purchase price for the real property is Seven Hundred Sixty Thousand and 00/100 Dollars (\$760,000.00), subject to performance by Purchaser of the closing obligations specified in Section 17, and by Seller of the closing obligations specified in Section 16 below.

3. TERMS OF PAYMENT.

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

4. SURVEY.

Within fifteen (15) business days following the Effective Date of this Agreement, Seller will provide Purchaser with copies of all surveys of the Property in its possession. Purchaser shall be responsible for, at its cost, obtaining any survey (the "Survey") it desires and to satisfy the Title Company's requirements to remove any exception that is not a Permitted Exception from the Title Policy.

5. CLOSING ADJUSTMENTS.

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

- a. Prepaid rent and additional rent (as defined in this paragraph);
- b. Intentionally omitted;
- c. Prepaid insurance and utility deposits will be credited to Purchaser; and
- d. Security deposits will be assigned to Purchaser for holding and maintenance.

6. SPECIAL ASSESSMENTS/TAXES.

- a. All special assessments which are or become a lien on the Property on or before the Closing Date shall be paid by Seller. All special assessments which will become a lien on the Property after the Closing Date shall be paid by Purchaser.
- b. Purchaser shall be responsible for paying all transfer fees and taxes on the Covenant Deed delivered to Purchaser.
- c. Purchaser acknowledges that the Property is currently tax exempt. Upon purchase by Purchaser, the Property will be placed on the tax rolls for the tax year of purchase. Purchaser will be solely responsible for payment of tax obligations.

7. TITLE INSURANCE.

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

- a. Title Commitment. Within five (5) business days following the Effective Date of this Agreement, Seller shall cause to be issued and delivered to Purchaser a commitment (hereinafter referred to as the "Commitment"), for the Title Policy to be issued on the Closing Date by the title company, First American Title (the "Title Company") in the full amount of the purchase price. The Title Company shall deliver to Purchaser copies of all items set forth therein as exceptions or defects of title to permit Purchaser to review the state of title to

the Property, including, but not limited to tax appeals, tax liens and financing statements. All standard exceptions to coverage shall be deleted by the Title Company. Purchaser shall have the right to require such additional endorsements to the Title Policy as Purchaser's counsel may reasonably require, at Purchaser's expense. The Purchaser shall pay the premium for the Title Policy at or before closing.

- b. Objections To Title. The Purchaser shall have thirty (30) days from the date it receives the Commitment to notify Seller in writing of Purchaser's objections to any exceptions, other than Permitted Exceptions. If Purchaser objects to Seller's title as disclosed by the Commitment within the time and in the manner required by this section, Seller shall have thirty (30) days after receiving written notice of the particular defect(s) claimed either: (1) to remedy the title defects to the satisfaction of the Purchaser, or (2) to obtain a Commitment for title insurance "insuring over" the defect(s) in title. If Seller fails or refuses to remedy the defect(s), or obtain a Commitment for title insurance "insuring over" the defect(s) in title, then Purchaser may elect, so long as the election is made prior to the Closing Date to either proceed to closing, taking title subject to the defect(s) without reduction of the purchase price, or to instruct the Title Company to return the Deposit to the Purchaser in full termination of this Agreement and thereafter neither party shall have any further rights or obligations under this Agreement.
- c. Permitted Exceptions. Subject to Purchaser's rights under sections 9a and 9b above, the Property shall be conveyed to Purchaser subject only to the following Exceptions, all of which shall be "Permitted Exceptions":
 - (i) Those Exceptions which are affirmatively approved by the Purchaser in writing;
 - (ii) Those Exceptions which the Title Insurer will "insure over" with affirmative coverage that is acceptable to Purchaser in writing;
 - (iii) Easements for water, sanitary sewer, storm sewer, electricity, telephone, and other utility purposes, if any, which do not interfere with Purchaser's intended use of the Property; and
 - (iv) Real estate taxes subject to the tax proration provisions of this Agreement.

8. CONVEYANCE.

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

9. REPRESENTATIONS. WARRANTIES AND COVENANTS OF SELLER.

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

- a. Seller is the fee title owner of the Property;
- b. There are no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any party other than Seller;
- c. Seller is not aware of any proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed and paid for as of the Effective Date;
- d. Seller has not received any notice of, and has no knowledge of, any existing or threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property;
- e. Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws;
- f. Seller shall deliver to Purchaser, on or before the Closing Date, currently executed tenant estoppel certificates in form acceptable to Purchaser covering any of the Property that has been leased, each with a full and complete copy of the lease attached;
- g. Seller's interest in the Real Property shall be transferred to Purchaser on the Closing Date, free from liens, encumbrances, claims of others, except for the Permitted Exceptions;
- h. Performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property;
- i. There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or involving Seller or Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding, which could have a material adverse impact on Purchaser or Purchaser's title to and use of the Property, either before or after closing;
- j. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in its current condition and repair during the interim period between the acceptance of this Agreement and the Closing Date, except to the extent such operating and repair is Tenant's responsibility under any lease;

- k. If a statement(s) of income and expense with respect to the operation of the Property is (are) attached as Exhibit B, such statement(s) is (are) accurate for the period(s) designated;
- l. Copies of all written leases, if any, shall be supplied to Purchaser by Seller within fifteen (15) days after Effective Date:
 - (i) All of the leases are in full force and effect; no party is in default thereunder, and no leases have been modified, amended or extended, except as provided in the written leases;
 - (ii) No renewals or extension options have been granted;
 - (iii) No tenant has an option to purchase the Property;
 - (iv) The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
 - (v) Any security deposits will be credited to Purchaser at time of closing;
 - (vi) No real estate brokerage commission will be payable under any existing arrangement upon exercise of any option or other right to extend or renew the term of any lease;
 - (vii) Prior to the Closing Date, Seller (1) shall not amend or modify a Lease without the prior written consent of the Purchaser; (2) shall fully perform and observe all requirements of any Lease to be performed by Seller and shall not enter into any contracts or agreements relating to the operation or maintenance of the Property which would or could survive the Closing Date; (3) shall not plat, restrict or encumber, or permit to be platted, restricted or encumbered any portion of the Property, and (4) shall not grant any licenses, easements or other uses affecting any portion of the Property or to place or permit or to be placed on, or removed or permit to be removed from, the Property, any buildings, structures or other improvements of any kind except as expressly authorized under the Lease.
- m. Seller is without actual knowledge as to the presence of any toxic or hazardous substances or any underground storage tanks on the Property;
- n. To the best of Seller's actual knowledge, the Property is properly zoned for its current use. Seller has not initiated, nor is Seller participating in, any action for a change or modification in the current subdivision, site plan, zoning or other land use permits for the Property and Seller has no knowledge that the Property may be rezoned; and
- o. Seller will not intentionally take or cause to be taken any action which would cause any of the representations or warranties contained in this Agreement to be untrue as of Closing.

10. WARRANTIES OF PURCHASER.

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

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

11. DAMAGE TO PROPERTY.

If between the date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or notice of taking. If Purchaser exercises the right to terminate this Agreement under this Section 11, the Good Faith Deposit shall be returned to Purchaser and this Agreement shall be null and void. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and at closing, Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

12. CLOSING.

Sale shall be closed as promptly as practical after all necessary documents have been prepared, on a date agreed to in writing by the Purchaser and Seller, but in any event not later than ninety (90) days after expiration of the Due Diligence Period as same may be extended, unless otherwise agreed to in writing by Purchaser and Seller ("Closing Date"). If sale is not closed by the Closing Date, this Agreement may be terminated at the option of Seller.

13. POSSESSION.

- a. Seller shall grant to Purchaser possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants then in possession, which existing leases are more fully described in the attached Exhibit C.
- b. Purchaser acknowledges that Seller currently leases the Property on a month-to-month basis to tenants who use the Property for parking. For a period of sixty (60) days after the Closing Date, or such additional reasonable time as is necessary for the Seller, not to exceed one hundred twenty (120) days, Seller will work with such tenants to terminate the various leases and assist the tenants with arranging alternate parking. After such period, Seller will promptly take any additional actions reasonably necessary to terminate such parking and allow the Purchaser to prepare the Property for development.
- c. Purchaser acknowledges it is a condition of this Agreement that Purchaser commits to develop the Property within thirty-six (36) months from the Closing Date; otherwise the Seller will have the right to retake ownership and possession of the Property. Upon such failure to develop the Property, Purchaser agrees that it will take all such actions necessary to deed the Property back to the Seller, free and clear of any liens and restrictions that would restrict Seller's use of the Property, except as agreed to in writing by the Seller.

14. SELLER'S CLOSING OBLIGATIONS.

In advance of closing, Seller shall deliver the following to Purchaser:

- a. The Covenant Deed as specified in Section 8 of this Agreement;
- b. An assignment by Seller of Seller's interest in all leases which shall contain an assumption by Purchaser of Seller's obligations arising after the closing, together with the original or a true copy of each lease;
- c. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser; and
- d. Any other documents required by this Agreement to be delivered by Seller.

Seller shall pay for all costs required to convey clear title.

15. PURCHASER'S CLOSING OBLIGATIONS.

At closing, Purchaser shall deliver to Seller the following:

- a. The cash portion of the purchase price specified in Section 2 above in the form of a wire transfer in U.S. currency, as adjusted by the costs, apportionments and assignments in accordance with this Agreement;
- b. The assumption by Purchaser of the obligations of Seller under the Leases and other contracts; and
- c. Any other documents required by this Agreement to be delivered by Purchaser.

16. ENVIRONMENTAL.

During the Due Diligence Period (as defined further herein) or any extension thereof, Purchaser may, at its expense, conduct a Phase I environmental site assessment of the Property in accordance with ASTM International Standard Practice E1527-13 ("Phase I") and such further sampling and testing of soil, groundwater, soil vapor, indoor air, or any other environmental medium or building component at the Property ("Phase II Work"). Purchaser and its environmental consultant shall have the right to interview representatives of Seller who have knowledge of conditions and events relevant to the operating history or environmental condition of the Property. If the Property is a "facility" within the meaning of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. ("Part 201"), or determined to be contaminated property within the meaning of any environmental statute, Purchaser may, at Purchaser's expense, prepare and submit to the Michigan Department of Environment, Great Lakes & Energy a "baseline environmental assessment," or "BEA," pursuant to Section 26 of Part 201, MCL 324.20126. Purchaser may also, at its expense, prepare a plan ("Due Care Plan") to meet due care obligations at the Property imposed under Section 7a of Part 201, MCL 324.20107a. If any environmental condition disclosed by the environmental assessment is unacceptable to Purchaser, then, Purchaser may terminate this Agreement, in which case the Good Faith Deposit shall be returned to Purchaser. If it is determined by Purchaser to be necessary to file the BEA, the date for closing shall be extended by sixty (60) days.

It is hereby acknowledged that neither Purchaser, nor its assignee, assumes any responsibility or liability that Seller may have as a result of the environmental condition of the Property that may be imposed upon Seller by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, a requirement to report, assess, investigate, abate and/or remediate the Property), resulting from a release of petroleum product or hazardous substance (as defined under CERCLA, 42 U.S.C. Section 9601 et seq.) upon the Property during Seller's ownership or operation of the Property, and Seller shall be

responsible for compliance with any such requirement, if any.

17. PURCHASER'S CONTINGENCIES.

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

- a. Survey, the Title Commitment and Title Policy;
- b. Inspection of the Property by Purchaser by a licensed contractor and/or inspector of Purchaser's choice. Purchaser shall have the right to enter upon the Property during reasonable business hours for purposes of inspections and tests;
- c. Purchaser obtaining all necessary site plan and land use approvals for its intended use of the Property from all governmental entities having jurisdiction over the Property and the Property being appropriately zoned for Purchaser's intended use;
- d. All easements and restrictions;
- e. Phase I and II environmental assessments and Baseline Environmental Assessment if determined necessary;
- f. All legal and financial documents, leases, service contracts and other documentation;
- g. Available public incentives;
- h. Representations and warranties contained herein are accurate and correct as of the date of Closing with the same force and effect as those such representations and warranties that have been made on such date;
- i. Purchaser's receipt at its own costs and expense of an engineering report or study to its satisfaction of the Property, including, but without limitation, that its soil condition and drainage is suitable for Purchaser's intended developmental use;
- j. Legal description of the Property - Exhibit A; and
- k. All laws, ordinances, rules, and regulations which govern the Property.

It is agreed that in the event Purchaser is not satisfied with any one or more of the above in its sole and absolute discretion, and Purchaser does not notify Seller of the removal of the above contingencies within 180 days of the Effective Date of this Agreement ("Due

Diligence Period”), then this Agreement shall be null and void. Purchaser shall be entitled to a full and prompt refund of its Good Faith Deposit, less reasonable expenses, and neither party shall have any further liability to the other. If Purchaser does so notify Seller of the removal of all the above contingencies, this sale shall be closed as promptly as practical, and before the Closing Date, after all necessary documents have been prepared.

18. ACCESS TO PROPERTY.

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

19. NOTICES.

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

To the SELLER:

City of Lansing Department of Economic
Development and Planning
Attn: Jordan Hankwitz
316 N Capitol Avenue, Suite D-1
Lansing, MI 48933
Phone: (517) 483-4060

With a copy to:

Office of the City Attorney
124 W. Michigan Ave., 5th Fl.
Lansing, MI 48933
Phone: (517) 483-4320

To the PURCHASER:

Boji Group, LLC
Attn: John N. Hindo
132 N. Old Woodward Ave.
Birmingham, MI 48009
Phone: (248) 909-9416
JHindo@bojigroup.com

With a copy to:

Attorney for Purchaser
Mekani Orow Mekani Shallal & Hindo PC
Attn: Alexander J. Shallal, Esq.
Phone: (248) 223-9830
alex@momshlaw.com

20. ADDITIONAL ACTS.

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

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

21. ENTIRE AGREEMENT.

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

22. PURCHASER'S DEPOSIT.

Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deposit \$5,000.00 evidencing Purchaser's good faith (the "Good Faith Deposit"), said Good Faith Deposit to be deposited with the Title Company ("Escrow Agent") trust account, in accordance with current State of Michigan licensing regulations, and apply as part of the purchase price. If title is not marketable or insurable, or if the Purchaser does not remove the

contingences pursuant to paragraph 19 above, or if Purchaser terminates this Agreement pursuant to other terms and conditions expressly written herein, or any other contingencies as specified, which cannot be met, this Good Faith Deposit will be refunded forthwith. In the event of default by the Purchaser, the Good Faith Deposit may be forfeited as liquidated damages to Seller and shall be the sole remedy for Seller. In the event of any default by Seller hereunder, the Purchaser may, in addition to any other remedies that may be available to it as law or equity, elect to enforce the terms of this Agreement. In the event Purchaser seeks to enforce the terms of this Agreement, Purchaser shall be entitled to specific performance. All remedies are cumulative.

23. EFFECTIVE DATE.

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

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

24. OTHER PROVISIONS.

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

25. ASSIGNMENT.

Purchaser may assign its rights under this Agreement with written approval from Seller, provided, however, that such assignment does not relieve the original Purchaser under this Agreement from liability under this Agreement.

26. CONFIDENTIALITY.

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

Seller further agrees that Seller will not disclose the fact that discussions or negotiations are taking place concerning this transaction except on a need-to-know basis only, including but not limited to the process for all Necessary Governmental Approvals (defined below).

27. NECESSARY GOVERNMENT APPROVALS.

After the Effective Date, as a condition to any obligation of Seller to close this transaction, Seller will submit this transaction for review and recommendation by its Planning Commission and subsequently for review and approval by the Lansing City Council, pursuant to Lansing City Charter and Codified Ordinances ("Necessary Government Approvals"). The recommendation of the Planning Commission and approval of Lansing City Council are independent, and may be given or withheld at the sole and unreviewable discretion of each body. If Lansing City Council does not approve this transaction, then Seller shall have no obligation to close this transaction, the Good Faith Deposit shall be returned to Purchaser, and this Agreement shall be null and void.

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

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

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

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

PURCHASER:

Boji Group, LLC

By: Ron J. Boji
Ron J. Boji
Its: President

SELLER:

City of Lansing

By: Andy Schor
Andy Schor
Its: Mayor

Approval as to Form:

By: PS/762
Its: Assistant City Attorney

076492.000039 4870-1988-2096.6

Signature Page – City of Lansing Lot #1 Buy Sell Agreement



Valbridge
PROPERTY ADVISORS

Appraisal Report

Lot One
425 South Grand Avenue
Lansing, Ingham County, Michigan 48933

Report Date: March 7, 2023



FOR:

City of Lansing
Shelbi Frayer
Deputy Mayor/Chief Strategy Officer
124 West Michigan Avenue
Lansing, Michigan 48933

**Valbridge Property Advisors |
Southern Michigan**

2127 University Park Drive, Suite 390
Okemos, Michigan 48864
517.336.0001 phone
517.336.0009 fax
valbridge.com

Valbridge File Number:
MI01-23-0042



1420 Washington Blvd.
Detroit, MI 48226
313-986-3313

2127 University Park Drive
Suite 390
Okemos, MI 48864
517-336-0001
valbridge.com

March 7, 2023

Shelbi Frayer
Deputy Mayor/Chief Strategy Officer
City of Lansing
124 West Michigan Avenue
Lansing, Michigan 48933

RE: Appraisal Report
Lot One, 425 South Grand Avenue, Lansing, Ingham County, Michigan 48933

Dear Ms. Frayer:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to the value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located subject is located between South Grand Avenue and Cherry Street, on the north side of East Lenawee Street and is further identified as tax parcel number 33-01-01-16-452-023. The subject site is a 1.00-acre or 43,560-square-foot parcel. The subject is a 1.00-acre or 43,560-square-foot site. The subject is a commercial parcel and is considered to have average functional utility and an average competitive rating.

The analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); and the requirements of my client.

The client in this assignment is City of Lansing and the intended users of this report are City of Lansing and no others and no others. The intended use is to assist in internal decision-making purposes and no other use.. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- None

Based on the analysis contained in the following report, my value conclusions are summarized as follows:

Value Conclusion	
Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	February 28, 2023
Value Conclusion	\$760,000
	\$17.45 psf

Respectfully submitted,

VALBRIDGE PROPERTY ADVISORS | Southern Michigan



James T. Hartman, MAI, SGA, AI-GRS
 Certified General Real Estate Appraiser
 State of Michigan, License # 1205005950
jhartman@valbridge.com

JTH:BRD/mns
 File #MI01-23-0042

Table of Contents

COVER PAGE	
LETTER OF TRANSMITTAL	
TABLE OF CONTENTS	1
SUMMARY OF SALIENT FACTS	2
AERIAL AND FRONT VIEWS.....	3
LOCATION MAP	4
INTRODUCTION.....	5
SCOPE OF WORK.....	7
REGIONAL AND MARKET AREA ANALYSIS	9
CITY AND NEIGHBORHOOD ANALYSIS.....	13
SITE DESCRIPTION	15
ASSESSMENT AND TAX DATA	21
MARKET ANALYSIS	22
HIGHEST AND BEST USE ANALYSIS	32
LAND VALUATION	34
RECONCILIATION	52
GENERAL ASSUMPTIONS AND LIMITING CONDITIONS	53
CERTIFICATION.....	58
ADDENDA.....	60
GLOSSARY	61
PHOTOGRAPHS OF SUBJECT PROPERTY	67
ASSESSMENT RECORDS	72
EXCERPTS FROM ZONING ORDINANCE.....	74
LETTER OF ENGAGEMENT.....	78
QUALIFICATION OF APPRAISERS.....	80

Summary of Salient Facts

Property Identification

Property Name	Lot One
Property Address	425 South Grand Avenue Lansing, Ingham County, Michigan 48933
Latitude & Longitude	42.728892, -84.549933
Tax Parcel Number	33-01-01-16-452-023
Property Owner	City of Lansing

Site

Zoning	Downtown Core (DT-3)
FEMA Flood Map No.	26065C0131D
Flood Zone	X or C & X500 or B Zone
Gross Land Area	43,560 square feet
Usable Land Area	43,560 square feet

Valuation Opinions

Highest & Best Use - As Vacant	Future development
Highest & Best Use - As Improved	Parking use
Reasonable Exposure Time	6 to 12 months
Reasonable Marketing Time	6 to 12 months

Value Indications

Approach to Value	As Is
Sales Comparison - Land Only	\$760,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	February 28, 2023
Value Conclusion	\$760,000
	\$17.45 psf

Aerial and Front Views

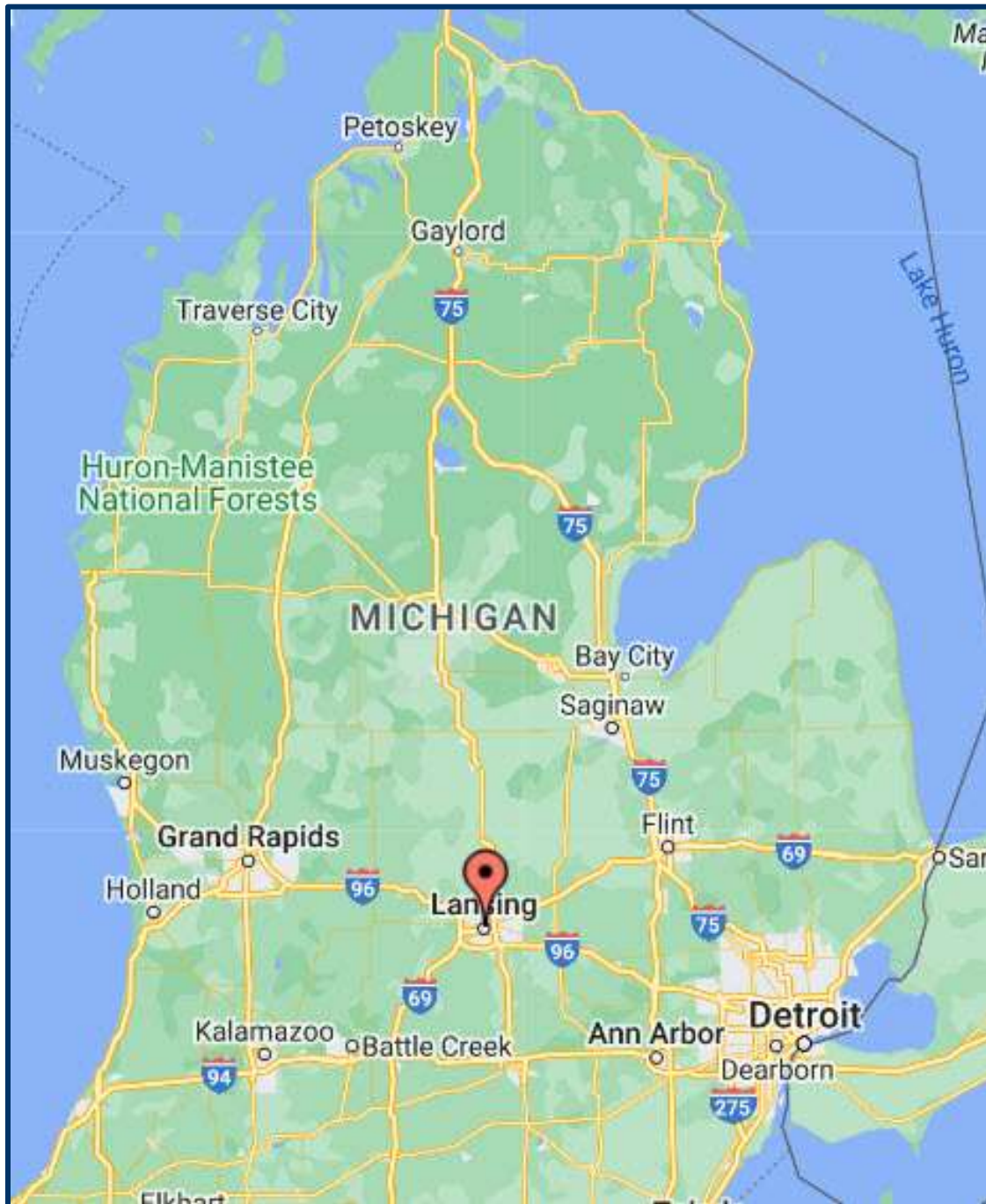
AERIAL VIEW



FRONT VIEW



Location Map



Introduction

Client and Intended Users of the Appraisal

The client in this assignment is City of Lansing and the intended users of this report are City of Lansing and no others. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

- i. The borrower(s) on any loans or financing relating to or secured by the subject property,
- ii. Any guarantor(s) of such loans or financing; or
- iii. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors.

Intended Use of the Appraisal

The intended use of this report is to assist in internal decision-making purposes and no other use..

Real Estate Identification

The subject property is located at 425 South Grand Avenue, Lansing, Ingham County, Michigan 48933. The subject property is further identified by the tax parcel number 33-01-01-16-452-023.

Legal Description

LOTS 5, 6, 7 & 8 BLOCK 134 ORIG PLAT

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was a parking lot.

Use of Real Estate as Reflected in this Appraisal

The as is opinion of value for the subject property reflects use as a parking lot.

Ownership of the Property

According to public record, title to the subject property is vested in City of Lansing.

History of the Property

Ownership of the subject property has not changed within the past three years.

Active Listing/Offer/Contract

The subject property was not being marketed for sale and there were no unsolicited offers or pending contracts for sale.

Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of the subject property. Market value is defined as the most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale with the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *buyer and seller are typically motivated;*
- *both parties are well informed or well advised, and acting in what they consider their own best interest;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale¹*

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Opinions of value for the subject property were developed under the following valuation scenarios:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	February 28, 2023

Date of Report

The date of this report is March 7, 2023.

List of Items Requested but Not Provided

- None

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- None

Hypothetical Conditions

- None

¹ FIRREA Code of Federal Regulations, Title 12, Part 34 Subpart C - 34.42, 1990; also Interagency Appraisal and Evaluation Guidelines, Federal Register / Vol.75, No. 237, 2010

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via address and parcel number.
- Economic Characteristics - The subject property economic characteristics were identified via operating statements, market participant surveys, my company database, and/or third-party sources.
- Physical Characteristics - The subject property physical characteristics were identified via an appraisal inspection of the property.

Extent to Which the Property Was Inspected

An appraisal inspection of the subject property an appraisal inspection that consisted of exterior observations only was completed on February 28, 2023. The improvements were not measured during the course of the inspection.

Type and Extent of Data Researched

The following data was researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. Professionals familiar with the subject market/property type were also interviewed.

Type and Extent of Analysis Applied (Valuation Methodology)

Surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations were observed in the process of concluding a highest and best use for the subject property. The subject property was then valued based on the highest and best use conclusion.

There are four primary methods available to develop a land value estimate: (1) sales comparison, (2) land residual method, (3) ground rent capitalization, and (4) subdivision development method (discounted cash flow). While other methods, such as extraction and allocation, are applicable under limited conditions, one or more of these approaches are used in most circumstances to derive an indication of land value.

- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.

- Direct Capitalization: Land Residual Method - The land residual methodology involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.
- Direct Capitalization: Ground Rent Capitalization – A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- Yield Capitalization: Subdivision Development Method – Also known as discounted cash flow analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All of these approaches to value were considered. The availability of data and applicability of each approach to value within the context of the characteristics of the subject property, along with the needs and requirements of the client, were assessed. Based on this assessment, the sales comparison approach was developed. The Cost Approach was not used because market participants rarely employ the Cost Approach in their buy/sell decision making processes for properties like the subject. The Income Capitalization Approach was not used because sufficient market data was not available to generate a credible opinion of market value from this approach. Further discussion of the extent of my analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

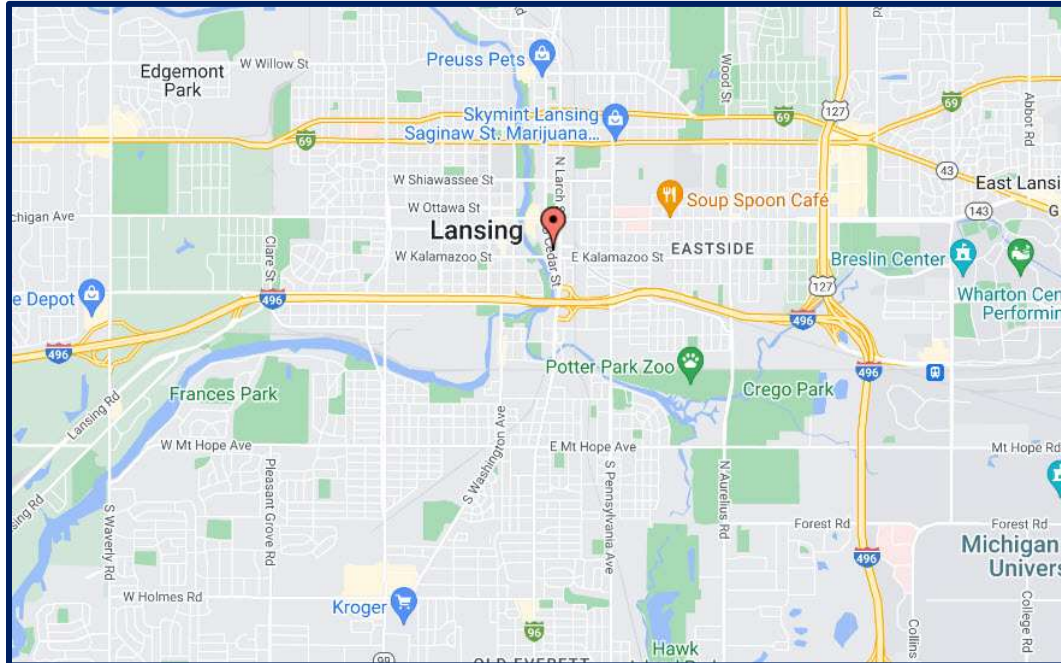
The analyses, opinions, and conclusions were developed and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); and the requirements of my client. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional and Market Area Analysis

REGIONAL MAP



Overview

The subject is located in Lansing, in Ingham County. It is part of the Lansing-East Lansing MSA.

Population

Population characteristics relative to the subject property are presented in the following table.

Population

Area	2020	Estimated 2022	Annual Δ 2020 - 22	Projected 2027	Annual Δ 2022 - 27
United States	331,449,281	335,707,897	0.6%	339,902,796	0.2%
Michigan	9,883,640	10,078,165	1.0%	10,054,399	0.0%
Lansing-East Lansing, MI (MSA)	534,684	540,938	0.6%	540,199	0.0%
Ingham County	280,895	284,951	0.7%	284,623	0.0%
Lansing city	110,163	108,183	-0.9%	108,074	0.0%

Source: ESRI (ArcGIS)

Employment

Employment by Industry - Lansing-East Lansing, MI (MSA)

Industry	2022 Estimate	Percent of Employment
Agriculture/Forestry/Fishing/Hunting	2,441	0.96%
Mining/Quarrying/Oil & Gas Extraction	103	0.04%
Construction	13,847	5.43%
Manufacturing	30,458	11.94%
Wholesale Trade	4,449	1.74%
Retail Trade	25,996	10.19%
Transportation/Warehousing	9,888	3.88%
Utilities	2,106	0.83%
Information	3,086	1.21%
Finance/Insurance	13,782	5.40%
Real Estate/Rental/Leasing	4,302	1.69%
Professional/Scientific/Tech Services	15,089	5.92%
Management of Companies/Enterprises	80	0.03%
Admin/Support/Waste Management Services	8,244	3.23%
Educational Services	34,671	13.60%
Health Care/Social Assistance	32,866	12.89%
Arts/entertainment/Recreation	3,825	1.50%
Accommodation/Food Services	18,238	7.15%
Other Services (excl Public Administration)	12,428	4.87%
Public Administration	19,108	7.49%
Total	255,007	100.0%

Source: ESRI (ArcGIS)

Median Household Income

Total median household income for the region is presented in the following table. Overall, the subject's MSA and county compare unfavorably to the state and the country.

Median Household Income

Area	Estimated 2022	Projected 2027	Annual Δ 2022 - 27
United States	\$62,203	\$67,325	1.6%
Michigan	\$63,818	\$75,735	3.5%
Lansing-East Lansing, MI (MSA)	\$63,263	\$75,381	3.6%
Ingham County	\$58,291	\$69,439	3.6%
Lansing city	\$46,089	\$52,980	2.8%

Source: ESRI (ArcGIS)

Unemployment Rates

Area	YE 2018	YE 2019	YE 2020	YE 2021	YE 2022
United States	3.9%	3.7%	8.1%	5.3%	3.6%
Michigan	4.2%	4.1%	10.0%	5.9%	3.8%
Lansing-East Lansing, MI (MSA)	3.6%	3.5%	7.7%	5.3%	3.6%
Ingham County, MI	3.7%	3.6%	7.8%	5.6%	3.6%
Lansing city, MI	5.2%	5.1%	11.0%	7.9%	5.2%

Source: www.bls.gov

Job Losses/Gains

Michigan's employment peaked in June of 2000 and experienced a continuous declining trend throughout the past decade. The following table summarizes the job losses/gains in total employment and manufacturing employment over the 21½ +/- year period from June 2000 through 2021.

STATE OF MICHIGAN EMPLOYMENT				
Year	Total Non-Farm Employment	Annual Job Loss/Gain	Manufacturing Employment	Annual Mfg. Job Loss/Gain
Jun-00	4,744,900		911,200	
2000	4,676,400	(68,500)	896,699	(14,501)
2001	4,563,700	(112,700)	821,200	(75,499)
2002	4,486,900	(76,800)	761,400	(59,800)
2003	4,415,900	(71,000)	717,500	(43,900)
2004	4,399,000	(16,900)	698,300	(19,200)
2005	4,389,700	(9,300)	677,500	(20,800)
2006	4,326,500	(63,200)	648,200	(29,300)
2007	4,267,800	(58,700)	617,300	(30,900)
2008	4,162,100	(105,700)	562,700	(54,600)
2009	3,870,500	(291,600)	454,900	(107,800)
2010	3,863,300	(7,200)	466,000	11,100
2011	3,952,100	88,800	501,400	35,400
2012	4,033,700	81,600	529,200	27,800
2013	4,109,700	76,000	548,400	19,200
2014	4,182,000	72,300	574,200	25,800
2015	4,243,500	61,500	590,900	16,700
2016	4,319,100	75,600	604,500	13,600
2017	4,369,100	50,000	616,100	11,600
2018	4,417,700	48,600	628,600	12,500
2019	4,442,700	25,000	654,600	26,000
2020	4,039,300	(403,400)	556,800	(97,800)
2021	4,193,500	154,200	583,700	26,900
Total Job Loss		(551,400)		(327,500)
% Decline over 20 1/2 +/- years		(11.6%)		(35.9%)

Source: Michigan Labor Market Info ~ www.milmi.org

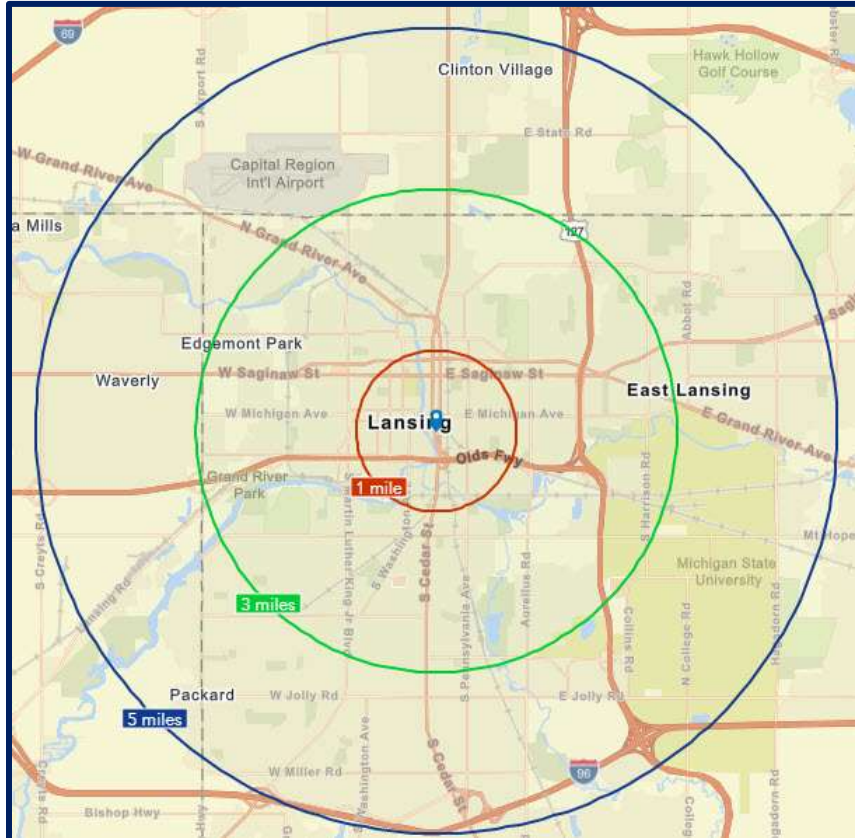
Unless noted, employment numbers are annualized

Peak employment levels within the state occurred in June of 2000 at 4,744,900 total non-farm jobs. Through 2009 a combined 881,600 jobs were lost, an 18.6% decline. Job losses have been particularly focused in the manufacturing sector. In June 2000 the manufacturing sector employed 911,200 persons, which declined through 2009 to 454,900, for a combined loss of 456,300 manufacturing jobs or a 50.1% decline. However, manufacturing in the state began to stabilize during 2010, finishing the year with a net gain of 11,100 jobs.

Prior to the pandemic, the continuing recovery in manufacturing has helped to turn overall non-farm employment in the State. The previous 5 years the State had added 260,700 jobs. According to MSU Center for Economic analysis, we see gross state product, a measure of all income generated in the state, to grow by 6.9 percent in 2023, down from 8.0 percent in 2022. Once adjusted for inflation, gross state product will only climb by 2.2 percent, down from 4.8 percent projected for 2022. We anticipate relatively strong growth in wages and salaries in 2023, driven largely by employment growth. Still, wage rates are expected to grow across all Michigan industries but is not anticipated to keep pace with inflation. Non-wage sources of income, like dividends, interest and rent are expected to rebound somewhat in 2023 from expected declines to growth of about 7.3 percent. This is assuming much of the stock valuation correction has already taken place in 2022.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Overview

The subject is located in Lansing in Ingham County.

Neighborhood Location and Boundaries

The subject neighborhood is located in the downtown section of Lansing. The area is urban in nature. The neighborhood is bounded by Interstate 69 to the north, Okemos Road to the east, Interstate 69 to the south, and Creyts Road to the west.

Transportation Access

Within the immediate area of the subject property, transportation access helps define the character of its development. Major travel and commuter routes within the area of the subject property include Interstate 496 and Cedar Street. Access to the area is considered good.

Demographics

The following table depicts the area demographics in Lansing within a one-, three-, and five-mile radius from the subject.

Neighborhood Demographics

Radius (Miles)	1 Mile	3 Mile	5 Mile
Population Summary			
2010 Population	11,338	94,325	200,148
2022 Population Estimate	11,513	91,985	198,833
2027 Population Projection	11,544	92,057	198,586
Annual % Change (2022 - 2027)	0.1%	0.0%	0.0%
Housing Unit Summary			
2010 Housing Units	6,435	43,502	88,198
% Owner Occupied	23.5%	48.1%	46.0%
% Renter Occupied	61.3%	40.8%	44.9%
2022 Housing Units	6,813	43,605	90,797
% Owner Occupied	19.6%	45.9%	44.6%
% Renter Occupied	65.1%	43.6%	46.4%
2027 Housing Units	6,821	43,935	91,320
% Owner Occupied	20.1%	46.4%	45.2%
% Renter Occupied	65.2%	42.9%	45.6%
Annual % Change (2022 - 2027)	0.0%	0.2%	0.1%
Income Summary			
2022 Median Household Income Estimate	\$36,977	\$47,607	\$48,528
2027 Median Household Income Projection	\$43,601	\$54,582	\$56,062
Annual % Change	3.4%	2.8%	2.9%
2022 Per Capita Income Estimate	\$26,456	\$27,926	\$29,136
2027 Per Capita Income Projection	\$31,530	\$33,200	\$34,329
Annual % Change	3.6%	3.5%	3.3%

Source: ESRI (ArcGIS)

(Lat: 42.73049, Lon: -84.545444)

Nuisances & External Obsolescence

Neighborhood properties have adequate levels of maintenance. No adverse or unfavorable factors were observed.

Conclusion

Most neighborhoods are classified as being in four stages: growth, stability, decline, and renewal. Overall, the subject neighborhood is in the stability stage of its life cycle.

Site Description

The subject site is located subject is located between South Grand Avenue and Cherry Street, on the north side of East Lenawee Street. The characteristics of the site are summarized as follows:

Site Characteristics

Gross Land Area:	1.00 Acres or 43,560 SF
Usable Land Area:	1.00 Acres or 43,560 SF
Usable Land %:	100.0%
Shape:	Rectangular
Average Depth:	132.00 feet
Topography:	Level
Drainage:	Adequate
Grade:	At street grade
Utilities:	public water, sewer gas and electricity
Off-Site Improvements:	None
Interior or Corner:	Double Corner
Signalized Intersection:	No

Street Frontage / Access

Frontage Road	Primary	Secondary
Street Name:	East Lenawee Street	South Grand Avenue and Cherry Street, the second access is off Cherry Street
Street Type:	Commercial	Commercial
Frontage (Linear Ft.):	330.00	132.00
Number of Curb Cuts:	1	1

Additional Access

Alley Access:	No
Water or Port Access:	No
Rail Access:	No

Flood Zone Data

Flood Map Panel/Number: 26065C0131D

Flood Map Date: 08-16-2011

Portion in Flood Hazard Area: Approximately 5.00%

Flood Zone: X or C & X500 or B Zone

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 1-percent annual chance floodplain, areas of 1-percent annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1-percent annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1-percent annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.

Other Site Conditions

Soil Type: Assumed to be stable. No soil report of the subject has been made available or reviewed; however, it is assumed that the soil is of sufficient load-bearing capacity to support the existing structure. No evidence to the contrary is known.

Environmental Issues: The reader of this report is cautioned that the appraisers are not qualified environmental inspectors. It is recommended that any user obtain an environmental audit of the entire property to ascertain its status relative to these items. Also, it is assumed that no hazardous substance, past, present, or future exists on the subject property that would affect the subject's marketability or market value.

Easements/Encroachments: The appraiser assumes that all necessary easements, including but not limited to easements for access and utilities, have been obtained for the development and/or use of the property. No information was provided to the appraiser concerning any other adverse easements that may affect subject property. The appraiser, therefore, assumes normal easements and restrictions of record that are considered standard and typical for properties of this type and are not considered to adversely affect normal use or value of subject property.

Earthquake Zone: The site is not located in an earthquake zone.

Wetlands Classification: None

Adjacent Land Uses

North:	Commercial
South:	Commercial
East:	Commercial
West:	Commercial CATA

Site Ratings

Access:	Average
Visibility:	Good

Zoning Designation

Zoning Jurisdiction:	City of Lansing
Zoning Classification:	DT-3, Downtown Core
General Plan Designation:	Parking lot
Permitted Uses:	A variety of uses
Zoning Comments:	The intent and purpose of the DT-3 Downtown Core District is to provide primarily a vertical mix of uses with higher density residential housing and office buildings. Ground floor uses should be those that generate pedestrian activity along the street front through the location of doors, windows, and displays. Development in this district is characterized by tall buildings lining urban streets with most or all parking provided on street or in municipal lots or structures. This district accommodates the City's highest intensity and density development.

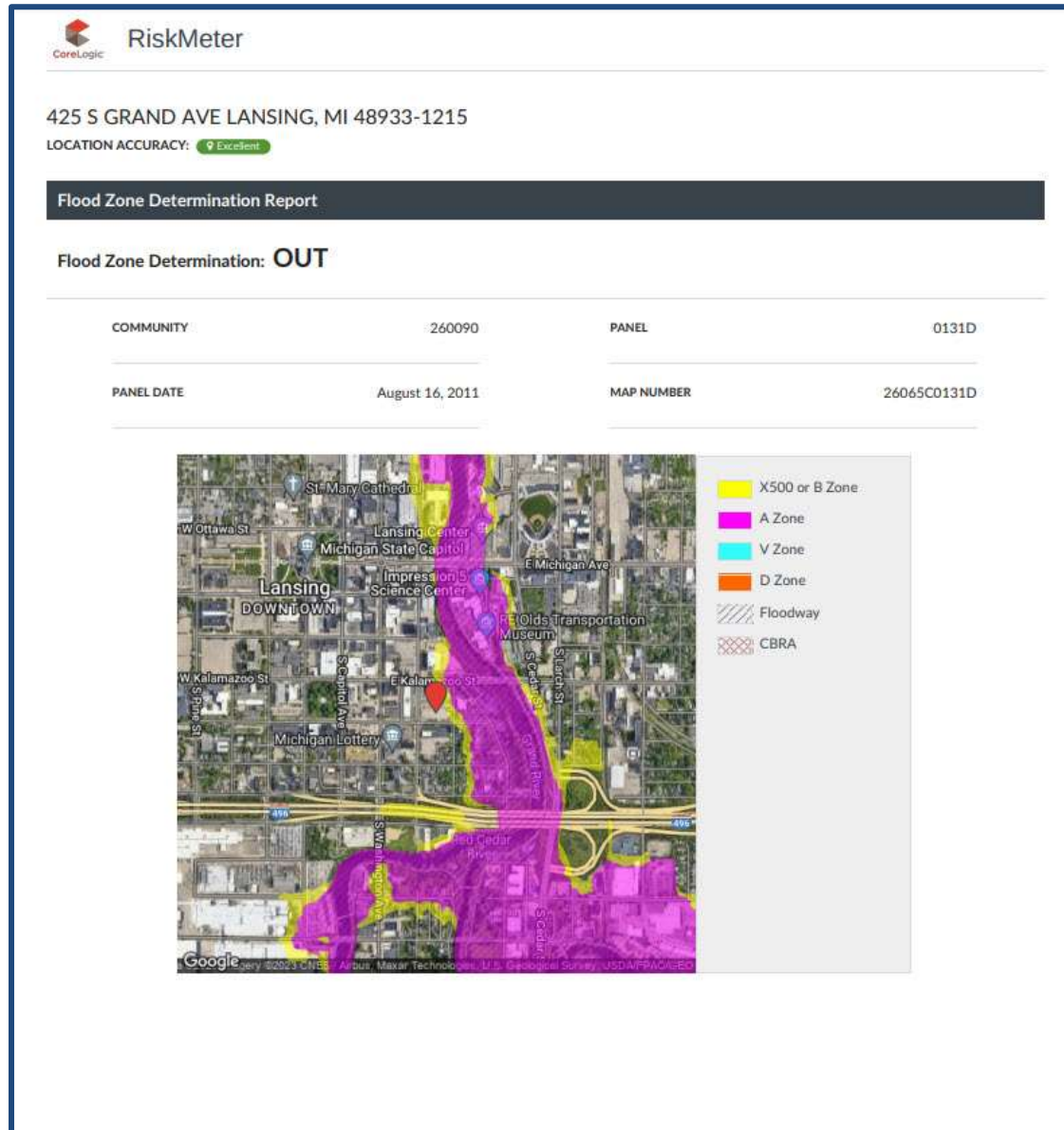
Analysis/Comments on Site

Based on the characteristics above, the site is suitable for a variety of legal uses

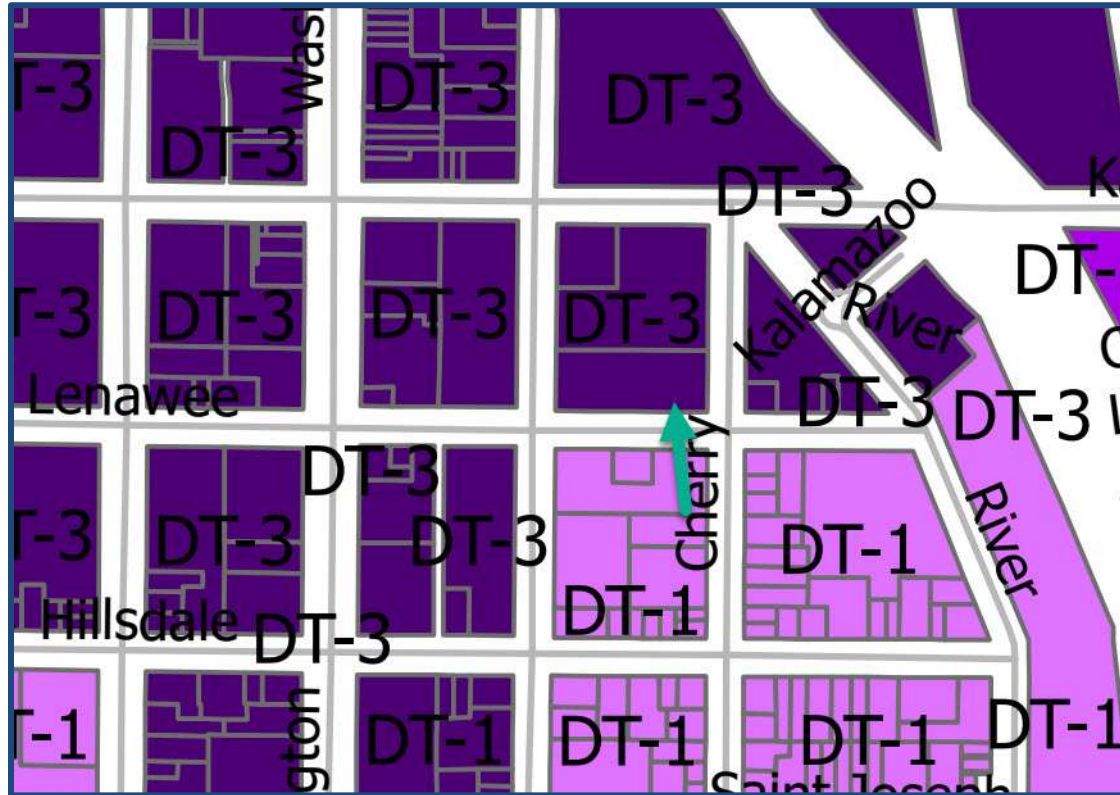
TAX PLAT



FLOOD MAP



ZONING MAP



Legend

R-1 - Residential	R-6B - Urban Residential	MX-1 - Mixed-Use Neighborhood Center	IND-1 - Suburban Industrial
R-2 - Residential	R-MX - Mixed Residential	MX-2 - Mixed-Use Community Center	IND-2 - General Industrial
R-3 - Residential	MFR - Multi-Family Residential	MX-3 - Mixed-Use District Center	IND-3 - Urban Industrial
R-4 - Urban Edge Residential	R-AR - Residential Adaptive Reuse	DT-1 - Urban Edge	INST-1 - Suburban Institutional
R-5 - Urban Residential	SC - Suburban Commercial	DT-2 - Urban Flex	INST-2 - Urban Institutional
R-6A - Urban Residential	MX-C - Mixed-Use Urban Corridor	DT-3 - Downtown Core	

Assessment and Tax Data

Assessment Methodology

Property assessments are initially established by the local assessor and are intended to reflect 50% of the "true cash value" (also known as market value) of the property on the Tax Day, December 31, of each year. The local assessment is then subject to equalization, which results in the property's State Equalized Value (S. E. V.).

To determine the current year's capped value, the assessor is required to multiply the prior year's capped assessment by the CPI increase (inflation rate multiplier). The lesser of the S. E. V. and capped assessed value is the current year's taxable value for that property. When a transfer of ownership occurs, the next year's taxable value is generally based on the S.E.V. that had been calculated annually. The actual sale price must not be the sole basis of the new S.E.V. for that property.

Each property assessed for real estate tax purposes in the State of Michigan has a S.E.V., capped value, and a taxable value. Generally, the capped value is lower, reflecting long-term ownership. The S.E.V. is to represent 50% of true cash value. This appraisal has used the S.E.V. (assessed value) for calculating the real estate taxes. Real property taxes are determined on the basis of a tax rate per thousand dollars of S.E.V. (assessed value).

Assessed Values and Property Taxes

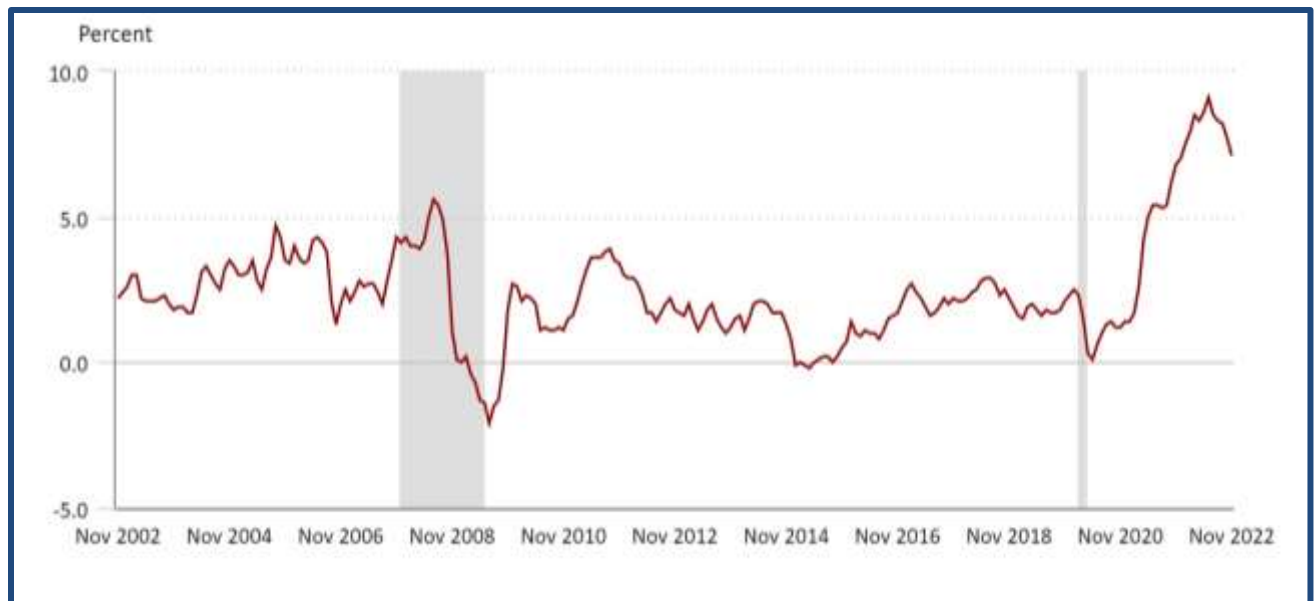
The property is owned by the city and is tax exempt.

Market Analysis

Inflation

Inflation is perhaps the biggest 2023 concern for CRE markets and investors. High inflation rates are being driven by both demand (stimulus, more businesses opening, high savings rates) and supply factors (labor shortages and supply chain disruptions). While at the highest rate in 30 years, inflation will likely stay high for the next year. The following table presents historical inflations rates:

ANNUAL CPI RATE OF CHANGE



Source: U.S. Bureau of Labor Statistics

The November 2022 CPI reading was an annual rate of 7.1%, down from the annual rate of 9.0% in June, a pace not seen since 1990. Because of the unique nature of the causes of this rate of inflation, the demand outlook does not point to accelerating inflation over the medium term, which is most important for the overall economic outlook and for decision makers at the Federal Reserve. Market participants anticipate that the Fed will continue to hike interest rates in early 2023 to combat inflation. The biggest risk is that unexpected runaway inflation would be damaging to the economy and negatively affect commercial property markets. However, this is not the expected scenario and elevated inflation can have a net positive impact on commercial property values.

Interest Rates

To combat inflation, the Federal Reserve raised the federal funds rate by 25 basis points in March 2022, reflecting the first increase since 2018. However, this increase had little to no impact in year over year inflation and the Federal Reserve raised rates by an additional 50 basis points in May 2022, followed by 75 basis points in June, July, September, and November 2022. Interest rate increases were moderated in December at 50 basis points in response to CPI rolling over.

Interest rate increases affect capital-intensive industries like real estate. As credit becomes more expensive, investor return requirements increase, which can lead to higher capitalization rates expectations. As inflation persists and the market anticipates additional rate hikes by the Fed, slower growth in CRE pricing and transactions is expected.

In general, nominal (non-inflation adjusted) real estate returns perform well under a variety of rate environments, while inflation-adjusted real estate returns are strongest during periods of stability, according to research done by Trepp. In a March 2022 report on interest rates and commercial real estate, moderate declines or slight increases (0 to 50 basis points) create the strongest returns, with median annual growth at 3.1%. Trepp outlined the following possible impacts of higher interest rates on major CRE sectors:

Multifamily

Issuance in this sector surged in the low-interest-rate environment of 2020 and 2021. Sharply higher interest rates put a dent in issuance in late 2022, as higher borrowing costs reduced demand for debt financing. In the long-term, issuance could rebound. Despite the current trend of declining unemployment and rising income, wage inflation is outpacing price inflation as of now. If this inflation trend continues, consumer demand could be pushed further toward rental properties.

However, the market is currently experiencing a shift away from renting. According to data from the United States Census Bureau, the homeownership rate increased to 65.5% in Q4 2021, a decline from the Q2 2020 peak of 67.9% (a rate height that has yet to be surpassed by those seen post-2008 financial crisis). Additionally, those between the ages of 25 to 29 have increased their homeownership share to 35.4%, up from 34.8% a year earlier, possibly suggesting that younger families are moving away from renting.

Office

The office sector also benefited from the low-interest-rate environment. However, rising interest rates have resulted in an overall drag on growth in 2022 with some companies reducing their projections for future office space needs. With that in mind, landlords have been more willing to lock in tenants at their current rates rather than risk losing them. However, firms are in the midst of the debate over hybrid, in-person, and fully remote expectations from employees, and some are choosing to offload their excess office spaces and either downsize or do away with their in-person spaces for good.

Additionally, rising rates have been problematic when it comes to refinancing. The office market is already in turmoil and rising interest rates are adding to the uncertainty in the market.

Retail

With rising interest rates and a slowing economy, some retailers may curtail plans for growth in response to an up-and-coming potential drop in disposable consumer income. This curtailment may make it more difficult to backfill vacant spaces and lead to consolidation by retailers. Investors could choose to approach 2023 with a more conservative view of retail occupancy going forward.

Lodging

The hotel industry faces challenges from both a supply and demand perspective. CMBS lenders abruptly stopped funding loans when the pandemic took effect in 2020, but, since then lodging loan issuance has picked up. While this seems like good news, the uptick in issuance could prove too fast and there is a potential for the supply to outpace demand. There may not be enough demand to absorb the new supply if consumers and businesses maintain and reduce their levels of spending.

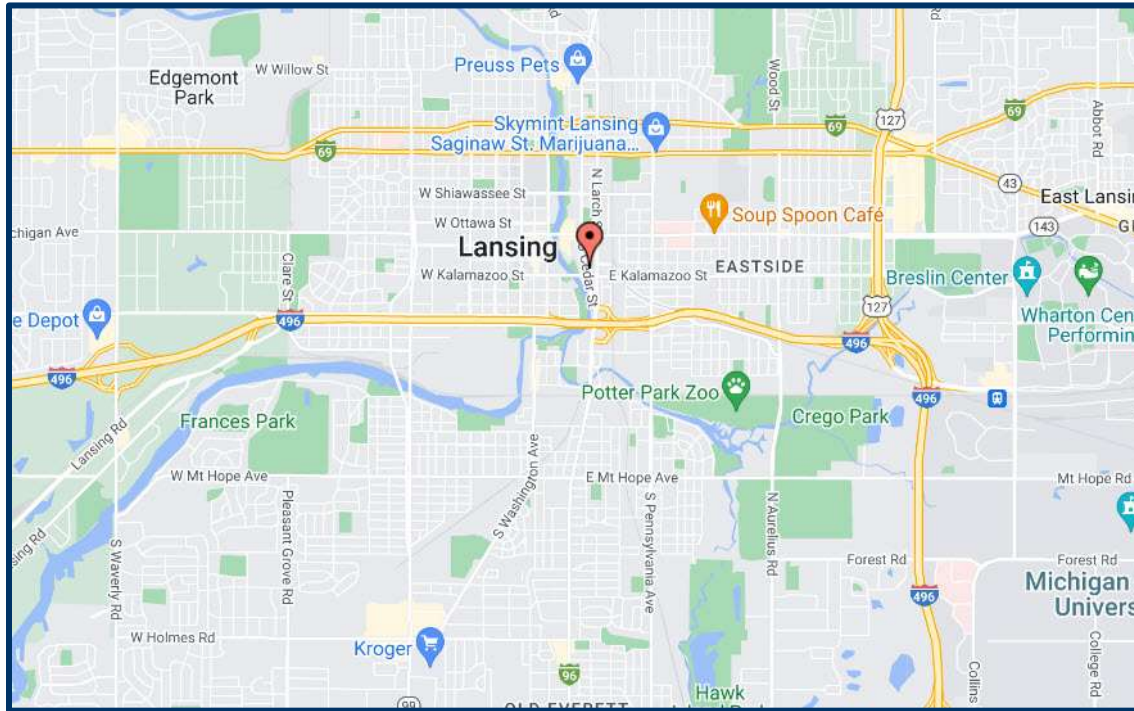
Conclusions

Various market participants will feel the effects of rising interest rates. As highlighted above, each sector of the CRE space will react differently to these rising rates. Ultimately there was some volatility in late 2022 experience across most CRE sectors, which is expected to continue until interest rates moderate.

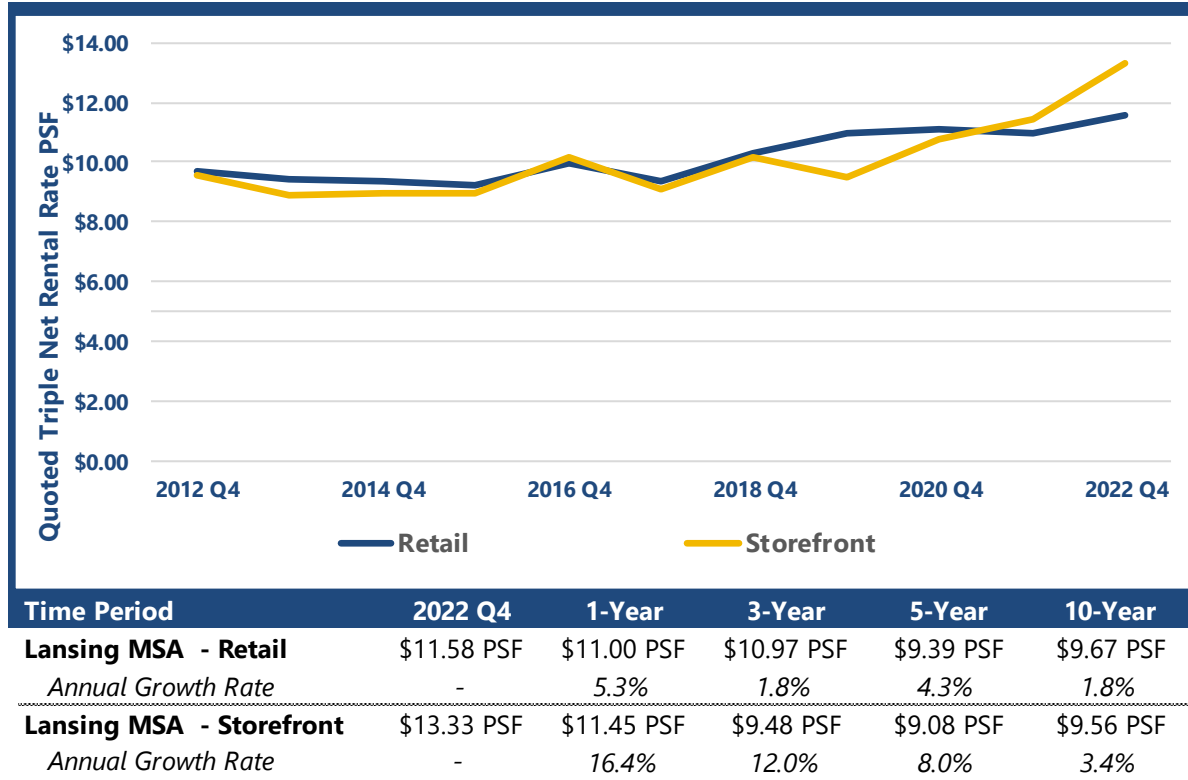
Local Market Performance

Market analysis is a study of market conditions for a specific property type. The following market analysis of the Lansing MSA Retail property market is based on data obtained from the CoStar Group, Inc., a leading provider of real estate information services. The analysis presents the subject property's macro and micro markets and includes a breakdown of Storefront space. The following is the Lansing MSA retail market map, as presented by CoStar Group, Inc.:

COSTAR SUBMARKET MAP



LANSING MSA - QUOTED RENTAL RATE TRENDS



Source: CoStar Group, Inc.

Lansing MSA - Retail

The Lansing MSA had a 2022 4th Quarter average quoted rental rate of \$11.58 per square foot for Retail space, compared to \$11.00 in the 2021 4th Quarter, or a 5.3% increase over the prior year. This was higher than the long-term trend.

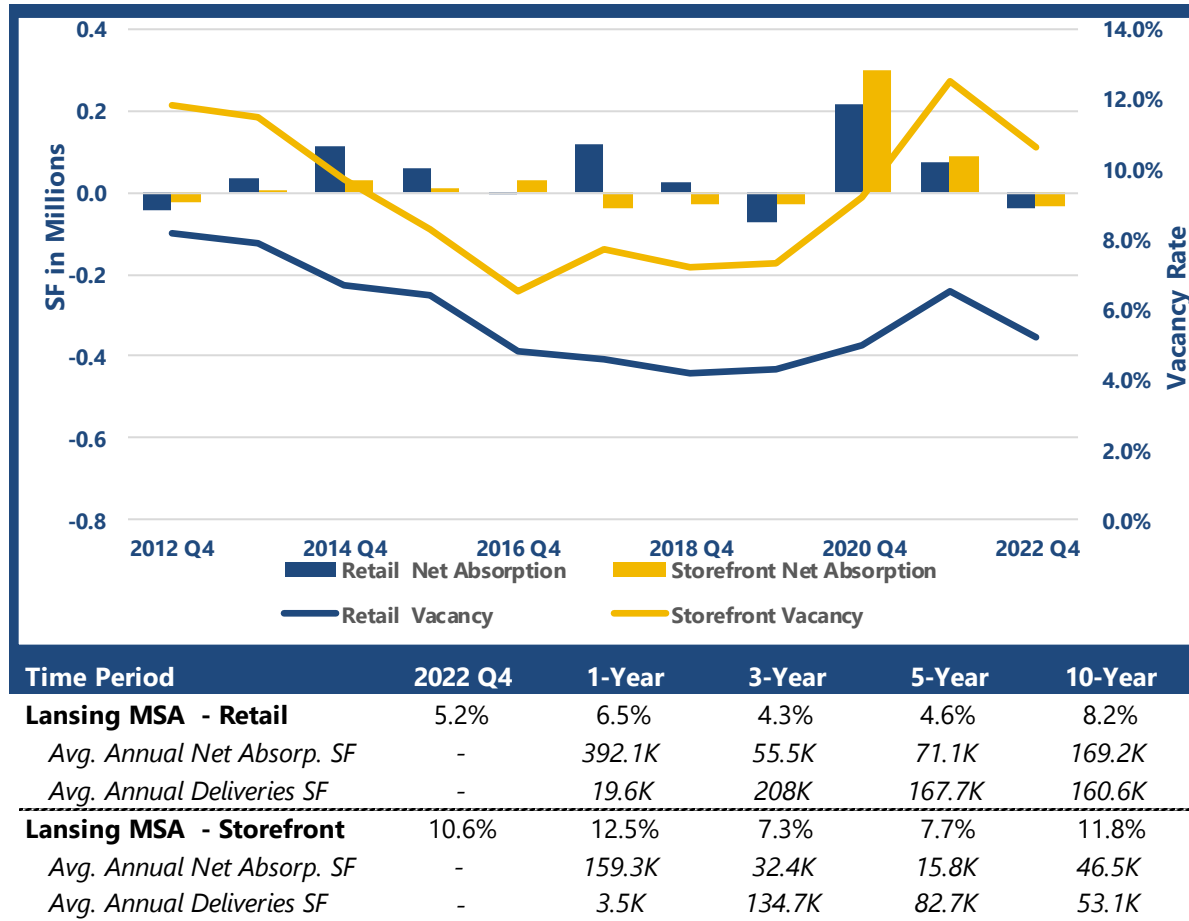
Lansing MSA - Storefront

The Lansing MSA had a 2022 4th Quarter average quoted rental rate of \$13.33 per square foot for Storefront space, compared to \$11.45 in the 2021 4th Quarter, or a 16.4% increase over the prior year. This was higher than the long-term trend.

Sector Comparison

The average quoted rental rate for Storefront space was 15.1% higher than retail space and the long-term growth trend was higher.

LANSING MSA - VACANCY AND NET ABSORPTION TRENDS



Source: CoStar Group, Inc.

Lansing MSA - Retail

The Lansing MSA had a 2022 4th Quarter vacancy rate of 5.2% for retail space. Net absorption was positive with 392,133 square feet absorbed in the prior year and 19,582 square feet delivered. This resulted in a vacancy rate decrease of 130 basis points.

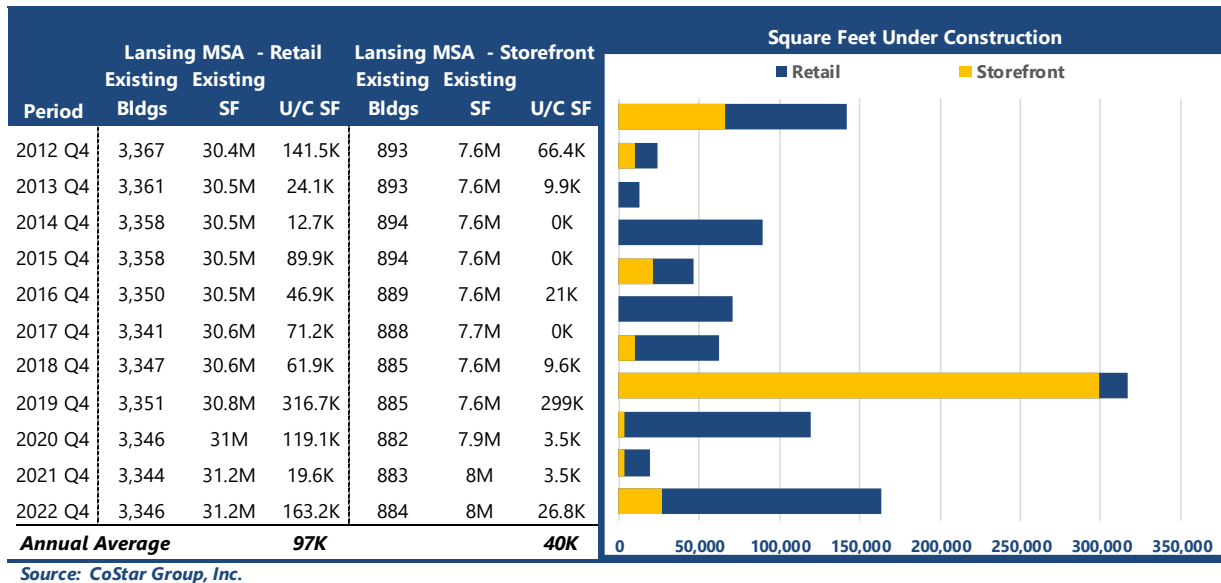
Lansing MSA - Storefront

The Lansing MSA had a 2022 4th Quarter vacancy rate of 10.6% for Storefront space. Net absorption was positive with 159,332 square feet absorbed in the prior year and 3,500 square feet delivered. This resulted in a vacancy rate decrease of 190 basis points.

Sector Comparison

The vacancy rate for Storefront space was higher than retail space. Both sectors had vacancy rates that were relatively consistent with the long-term trend.

LANSING MSA - EXISTING SUPPLY AND CONSTRUCTION TRENDS



Lansing MSA - Retail

There were 3,346 buildings totaling 31.23 million square feet of retail space in the Lansing MSA with 163,163 square feet under construction in the 2022 4th Quarter. New construction represented 0.5% of existing supply.

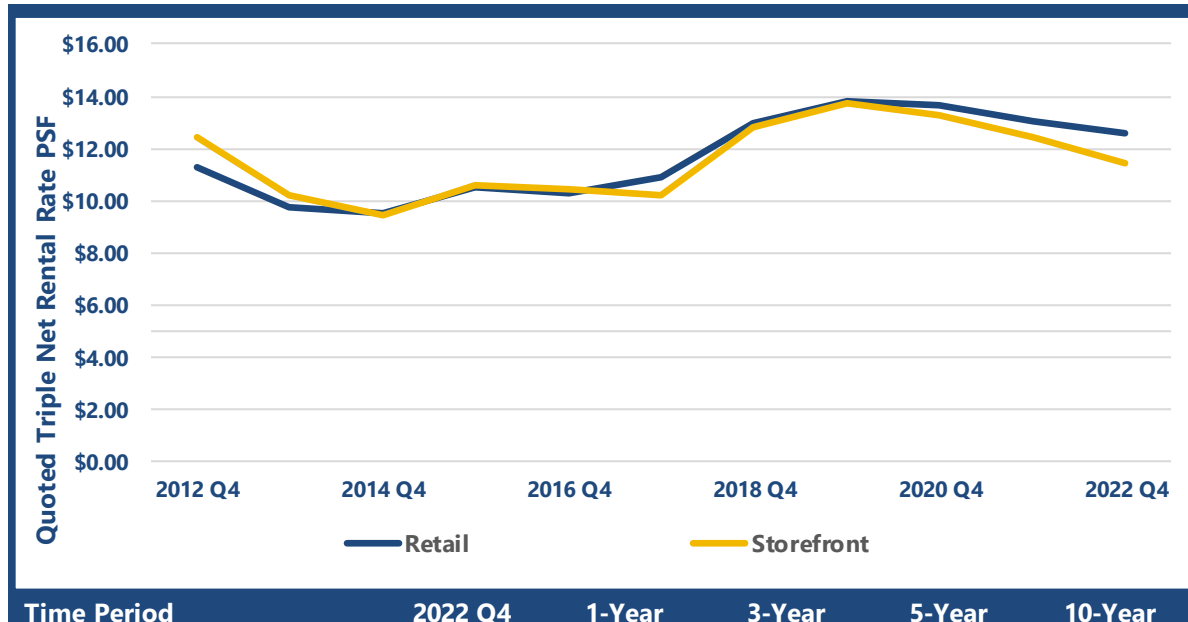
Lansing MSA - Storefront

There were 884 buildings totaling 8 million square feet of Storefront space in the Lansing MSA with 26,800 square feet under construction in the 2022 4th Quarter. New construction represented 0.3% of existing supply.

Sector Comparison

Storefront space represented 25.6% of existing supply and 16.4% of new construction in the 2022 4th Quarter.

CENTRAL LANSING - QUOTED RENTAL RATE TRENDS



Time Period	2022 Q4	1-Year	3-Year	5-Year	10-Year
Central Lansing - Retail	\$12.61 PSF	\$13.03 PSF	\$13.83 PSF	\$10.89 PSF	\$11.26 PSF
Annual Growth Rate	-	-3.2%	-3.0%	3.0%	1.1%
Central Lansing - Storefront	\$11.40 PSF	\$12.46 PSF	\$13.76 PSF	\$10.17 PSF	\$12.41 PSF
Annual Growth Rate	-	-8.5%	-6.1%	2.3%	-0.8%

Source: CoStar Group, Inc.

Central Lansing - Retail

The Central Lansing had a 2022 4th Quarter average quoted rental rate of \$12.61 per square foot for retail space, compared to \$13.03 in the 2021 4th Quarter, or a 3.2% decrease over the prior year. This was lower than the long-term trend.

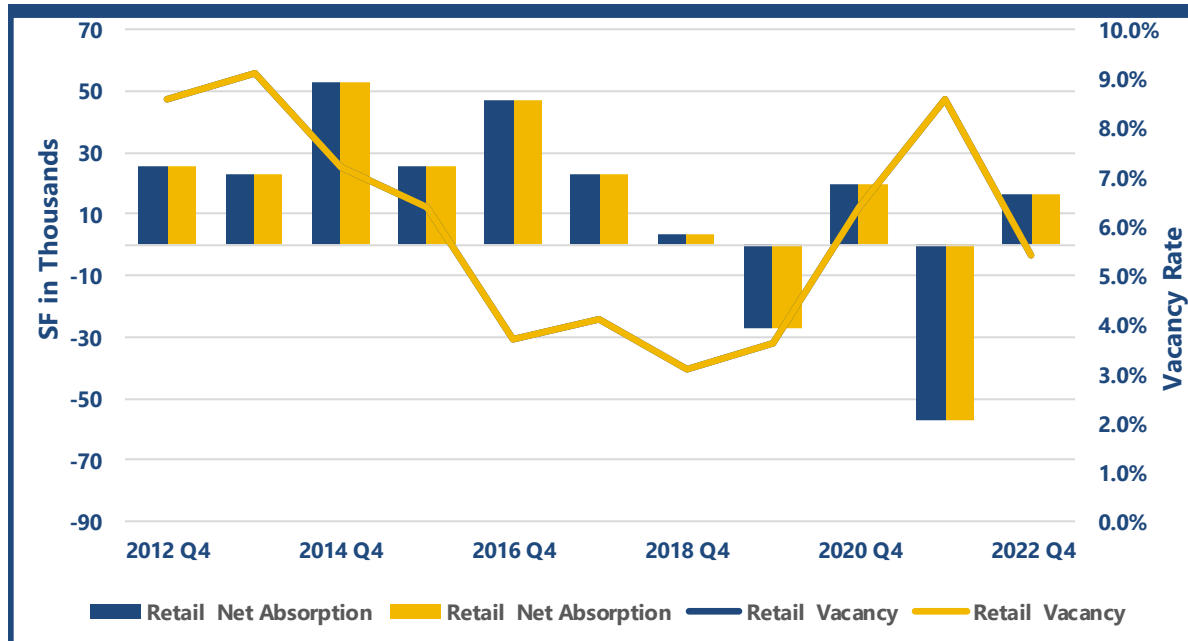
Central Lansing - Storefront

The Central Lansing had a 2022 4th Quarter average quoted rental rate of \$11.40 per square foot for Storefront space, compared to \$12.46 in the 2021 4th Quarter, or a 8.5% decrease over the prior year. This was lower than the long-term trend.

Sector Comparison

The average quoted rental rate for Storefront space was 9.6% lower than retail space and the long-term growth trend was lower.

CENTRAL LANSING - VACANCY AND NET ABSORPTION TRENDS



Time Period	2022 Q4	1-Year	3-Year	5-Year	10-Year
Central Lansing - Retail	5.4%	8.6%	3.6%	4.1%	8.6%
Avg. Annual Net Absorp.	-	228.3K	-38.4K	-10.1K	34.4K
Avg. Annual Deliveries	-	2K	15.5K	16.4K	29.7K
Central Lansing - Retail	5.4%	8.6%	3.6%	4.1%	8.6%
Avg. Annual Net Absorp.	-	228.3K	-38.4K	-10.1K	34.4K
Avg. Annual Deliveries	-	2K	15.5K	16.4K	29.7K

Source: CoStar Group, Inc.

Central Lansing - Retail

The Central Lansing had a 2022 4th Quarter vacancy rate of 5.4% for retail space. Net absorption was positive with 228,342 square feet absorbed in the prior year and 2,000 square feet delivered. This resulted in a vacancy rate decrease of 320 basis points.

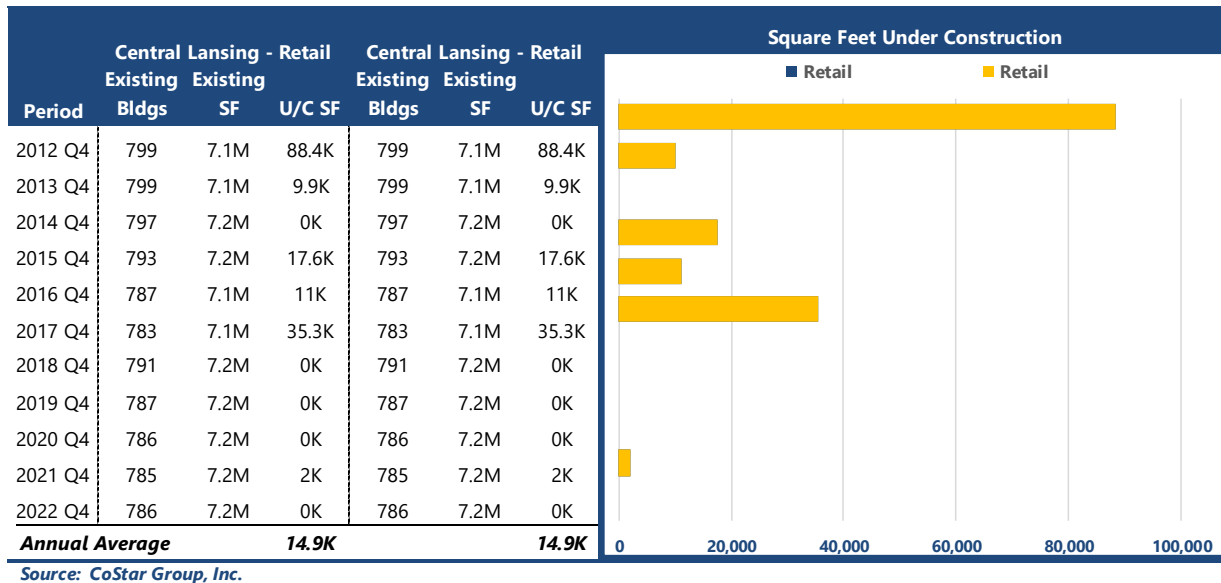
Central Lansing - Retail

The Central Lansing had a 2022 4th Quarter vacancy rate of 5.4% for Storefront space. Net absorption was positive with 228,342 square feet absorbed in the prior year with 2,000 square feet delivered. This resulted in a vacancy rate decrease of 320 basis points.

Sector Comparison

The vacancy rate for Storefront space was similar than retail space. Both sectors had vacancy rates that were relatively consistent with the long-term trend.

CENTRAL LANSING - EXISTING SUPPLY AND CONSTRUCTION TRENDS



Central Lansing - Retail

There were 786 buildings totaling 7.2 million square feet of retail space in the Central Lansing with 0 square feet under construction in the 2022 4th Quarter. No new construction was occurring.

Central Lansing - Retail

There were 786 buildings totaling 7.2 million square feet of Storefront space in the Central Lansing with 0 square feet under construction in the 2022 4th Quarter. No new construction was occurring.

Sector Comparison

Storefront space represented 100.0% of existing supply and no new construction in the 2022 4th Quarter.

Market Analysis Conclusions

The rental rate trends, vacancy rate and absorption trends, and existing supply and new construction levels indicate the market is in equilibrium.

Highest and Best Use Analysis

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Highest and Best Use As Vacant

The primary determinants of the highest and best use as vacant are (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned 3, Downtown Core I, which controls the general nature of permissible uses and is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical characteristics of the subject site are presented in the Site Description and allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences were considered. No physical attributes materially limit legally permissible and appropriate development. The most probable use of the site is for commercial/office/residential (mixed use) development, which conforms to the pattern of land use in the immediate area.

Financially Feasible

The probable use of the site for commercial/office/residential (mixed use) development conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced supply and demand is insufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is not financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as vacant is to hold for development.

Highest and Best Use As Vacant Conclusion

The conclusion of the highest and best use as vacant is to hold for development.

Analysis of Highest and Best Use as Improved

The primary determinants of the highest and best use of the property As Though Vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned DT-3, Downtown Core which controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature which would adversely impact development with the legal permitted uses. The subject currently is used as a surface parking lot.

Financially Feasible

The probable use of the site for redevelopment conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced supply and demand is sufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is financially feasible. The subject site has potential to be developed for a mixed-use building, commercial/residential/office. The location of the subject is attractive and would be able to command rates near the top of the market.

I was provided with historical income and expenses of the parking lot for the past three years. Looking at the options of continued use as a parking lot or redevelopment to office use, it was determined that it is not financially feasible to continue to use the subject as a parking lot.

The Gross Income for the subject the past three years was \$53,223 (2020), \$11,005 (2021), and \$9,793 (2022). Since covid began in 2020, the State of Michigan workers were no longer working in offices and still have not fully returned. This has eliminated the need for parking in the city of Lansing. The income numbers are on the decline and do not support the continued use of a parking lot.

I have considered the additional income the subject would generate during the time that it remains a parking lot (during planning/approval stage). I have decided that this would not contribute to the value of the property as the cost to raze the property would cancel out the additional income that the parking lot generates.

Land Valuation

Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

Unit of Comparison

The unit of comparison selected depends on the appraisal problem and nature of the property and is intended to explain or mirror market behavior. The primary unit of comparison in the market and applied in this analysis is price per usable square foot.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location and (7) physical characteristics.

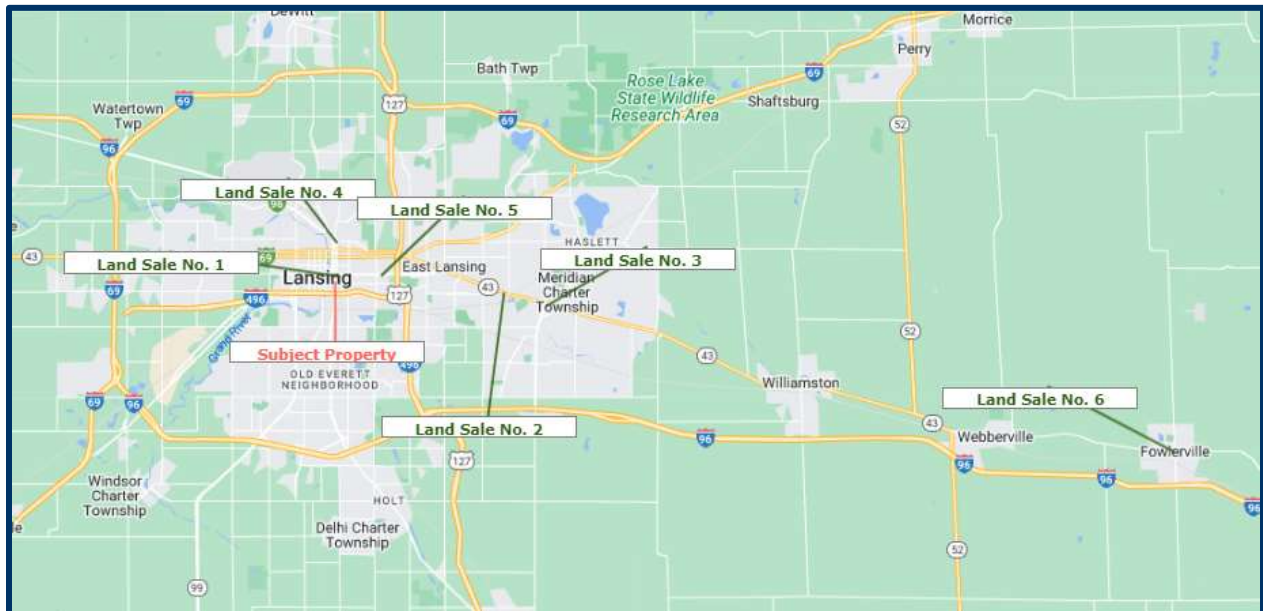
Comparable Sales Data

The market was studied to identify sales and listings of comparable properties with a focus on those that appeal to the most probable buyer of the subject site. These properties typically have similar locations and physical characteristics. Of these transactions, sufficient sales data was available for the following sale comparables, which were analyzed to estimate a unit value for the subject property. The following table summarizes the sale comparables utilized and a map illustrating the location of each in relation to the subject property follows. Details of each comparable follow the location map.

Land Sales Summary

Comp. No.	Date of Sale	Usable Sq. Ft.	Location	Zoning	Sales Price	
					Actual	Per Sq. Ft.
1	May-18	79,323	636 East Michigan Avenue	Lansing, Michigan	G-1 \$1,000,000	\$12.61
2	September-21	39,030	2703 E Grand River Ave	East Lansing, Michigan	C-2 \$740,000	\$18.96
3	December-22	104,937	4800 Okemos Road	Okemos, Michigan	C-3 \$1,775,000	\$16.91
4	November-20	27,770	526, 536 E Cesar Chavez Avenue	Lansing, Michigan	F-1 \$185,000	\$6.66
5	September-16	20,125	2216-2224 E Michigan Avenue	Lansing, Michigan	C \$380,000	\$18.88
6	June-21	12,153	130 West Grand River Avenue	Fowlerville, Michigan	BC \$160,000	\$13.17

COMPARABLE SALES MAP



LAND COMPARABLE 1



Property Identification

Property/Sale ID	10210090/534300
Property Type	Commercial
Address	636 East Michigan Avenue
City, State Zip	Lansing, Michigan 48912
County	Ingham
MSA	Lansing-East Lansing
Latitude/Longitude	42.732762/-84.543136
Tax ID	33-01-01-16-42-002

Transaction Data

Sale Date	05-07-2018	Property Rights	Fee Simple
Sale Status	Closed	Financing	Cash to Seller
Grantor	Michigan Ave Development Co LLC	Conditions of Sale	Arms Length
Grantee	600 E Michigan-Lansing LLC	Deed Book/Page	2018-017550
		Sale Price	\$1,000,000
		Adjusted Price	\$1,000,000

Property Description

Gross Acres	1.82	Topography	Level
Gross SF	79,323	Utilities	public water, sewer gas and electricity
Usable Acres	1.82	Drainage	Appears adequate
Usable SF	79,323	Flood Hazard Zone	Zone X (unshaded)
Front Feet	90.00	Earthquake Zone	The site is not located in an Earthquake Zone.
No. of Lots	1	Zoning Jurisdiction	City of Lansing
Proposed Use	Mixed-Use Development	Zoning Code	G-1
Street Access	Average	Zoning Description	Business District
Visibility	Average		
Corner/Interior	Interior		
Shape	Irregular		

Indicators

\$/Gross Acre	\$549,149	\$/Usable SF	\$12.61
\$/Gross SF	\$12.61	\$/FF	\$11,111.11
\$/Usable Acre	\$549,147	\$/Lot	\$1,000,000

Verification

Confirmed With	Assessment Records, Deed, Gillespie Group
Confirmed By	Jennifer Passmore
Confirmation Date	08-23-2018

Remarks

City of Lansing Planning Department confirmed zoning was recently changed to G-1, Business District

There are no sales recorded in the three-year period preceding the transfer or thereafter.

Site was a surface parking lot at the time of sale. The Gillespie Group is the true buyer of the site. One of their representatives confirmed the site is in the process of a zoning change and the proposed use is for commercial development.

LAND COMPARABLE 2



Property Identification

Property/Sale ID	10209401/1621052
Property Type	Commercial
Property Name	O'Reilly Auto Parts
Address	2703 E Grand River Ave
City, State Zip	East Lansing, Michigan 48823
County	Ingham
MSA	Lansing-East Lansing
Latitude/Longitude	42.725905/-84.450669
Tax ID	33-02-02-20-203-012

Transaction Data

Sale Date	09-03-2021	Financing	Cash to Seller
Sale Status	Closed	Conditions of Sale	Arms Length
Grantor	O'Reilly Auto Enterprises LLC	Deed Book/Page	2021-042237
Grantee	EROP LLC	Sale Price	\$740,000
Property Rights	Fee Simple	Sale Conditions Adj.	\$30,000
		Adjusted Price	\$770,000

Property Description

Gross Acres	0.90	Visibility	Good
Gross SF	39,030	Corner/Interior	Corner
Usable Acres	0.90	Shape	Irregular
Usable SF	39,030	Topography	Level
Front Feet	196.00	Earthquake Zone	The site is not located in an Earthquake Zone.
Depth	239.00	Zoning Jurisdiction	Meridian Charter Township
No. of Lots	1	Zoning Code	C-2
Street Access	Adequate	Zoning Description	Commercial
Rail Access	No		
Water/Port Access	No		

Indicators

\$/Gross Acre	\$859,375	\$/Usable SF	\$19.73
\$/Gross SF	\$19.73	\$/FF	\$3,928.57
\$/Usable Acre	\$859,365	\$/Lot	\$770,000

Verification

Confirmed With	Assessing records
Confirmed By	James T. Hartman
Confirmation Date	11-11-2022

Remarks

I have estimated the teardown costs to be \$30,000.

Sale includes a 2,783 square foot restaurant which the buyer plans to demolish.

LAND COMPARABLE 3



Property Identification

Property/Sale ID	11119986/1517664
Property Type	Commercial
Property Name	Retail Building
Address	4800 Okemos Road
City, State Zip	Okemos, Michigan 48864
County	Ingham
MSA	Lansing-East Lansing
Latitude/Longitude	42.720538/-84.426595
Tax ID	33-02-02-21-276-012

Transaction Data

Sale Date	12-14-2022	Financing	Cash to Seller
Sale Status	Closed	Conditions of Sale	Arms Length
Grantor	JOHN HOLDINGS LLC	Sale Price	\$1,775,000
Grantee	OKEMOS CONSOLIDATED DRAIN	Post Sale Expenses	\$100,000
Property Rights	Fee Simple	Adjusted Price	\$1,875,000

Property Description

Gross Acres	2.65	Shape	Slightly Irregular
Gross SF	115,434	Topography	Level
Usable Acres	2.41	Utilities	All customary utilities
Usable SF	104,937	Drainage	Appears adequate
Front Feet	318.09	Flood Hazard Zone	A and B
Depth	335.00	Earthquake Zone	Not located in Earthquake zone
No. of Lots	1	Use Designation	Commercial
Street Access	Good	Zoning Jurisdiction	Meridian Township
Rail Access	No	Zoning Code	C-3
Water/Port Access	No	Zoning Description	Commercial
Visibility	Average		
Corner/Interior	Interior		

Indicators

\$/Gross Acre	\$707,547	\$/Usable SF	\$17.87
\$/Gross SF	\$16.24	\$/FF	\$5,894.56
\$/Usable Acre	\$778,325	\$/Lot	\$1,875,000

Verification

Confirmed With	Sales contract, public record
Confirmed By	Blake Damerow
Confirmation Date	01-28-2021

Remarks

Property is currently improved with a 13,567 square foot furniture store that was constructed in 1976. The broker indicated that the buyer, intends to raze the existing building. Demolition costs have been estimated at \$7.00, which totals \$94,969, rounded to \$100,000.

Site is located on a parcel bordering Meijer parking lot. The site has restrictions from Meijer for Drug Stores, Discount (Dollar stores), Grocery Store, Coffee Shop, liquor Store, Bar or Tavern, Gas station, car wash, massage parlors and other noxious uses.

LAND COMPARABLE 4



Property Identification

Property/Sale ID	11209997/1573802
Property Type	Commercial
Address	526, 536 E Cesar Chavez Avenue
City, State Zip	Lansing, Michigan 48906
County	ingham
MSA	Lansing-East Lansing
Latitude/Longitude	42.747185/-84.544906
Tax ID	33-01-01-09-427-041 & 051

Transaction Data

Sale Date	11-06-2020	Financing	Cash to Seller
Sale Status	Closed	Conditions of Sale	Arms Length
Grantor	Bell David W & Jill L	Sale Price	\$185,000
Grantee	526 Chavez LLC	Adjusted Price	\$185,000
Property Rights	Fee Simple		

Property Description

Gross Acres	0.64	Shape	Rectangular
Gross SF	27,770	Topography	Level
Usable Acres	0.64	Utilities	All Available
Usable SF	27,770	Drainage	Assumed adequate
No. of Lots	1	Flood Hazard Zone	None
Street Access	Good	Earthquake Zone	None
Rail Access	No	Zoning Jurisdiction	City of Lansing
Water/Port Access	No	Zoning Code	F-1
Visibility	Average	Zoning Description	Commercial
Corner/Interior	Interior		

Indicators

\$/Gross Acre	\$290,192	\$/Usable SF	\$6.66
\$/Gross SF	\$6.66	\$/Lot	\$185,000
\$/Usable Acre	\$290,192		

Verification

Confirmed With	Assessing records & Jill Bell
Confirmed By	Cameron Clark
Confirmation Date	01-25-2022

Remarks

At the time of sale, The building was in poor condition. The highest and best use is for future development. One building vacant and boarded up. To raise the building would be paid for from rent and salvage of the buildings. the land area is 27,770 square feet and the sale price per square foot is \$6.66.

Sale is confirmed by Terry Oetzel

LAND COMPARABLE 5



Property Identification

Property/Sale ID	10936301/1407087
Property Type	Mixed Use Land
Address	2216-2224 E Michigan Avenue
City, State Zip	Lansing, Michigan 48912
County	Ingham
MSA	Lansing-East Lansing
Latitude/Longitude	42.733332/-84.519393
Tax ID	33-01-01-14-304-391, 33-01-01-14-304-401

Transaction Data

Sale Date	09-23-2016	Financing	Cash to Seller
Sale Status	Closed	Conditions of Sale	Arms Length
Grantor	AB Group	Sale Price	\$380,000
Grantee	2200 Block INC	Adjusted Price	\$380,000
Property Rights	Fee Simple		

Property Description

Gross Acres	0.46	Shape	Rectangular
Gross SF	20,125	Topography	Level
Usable Acres	0.46	Utilities	Public water and sewer, natural gas, and electricity.
Usable SF	20,125	Zoning Jurisdiction	City of Lansing
Front Feet	160.00	Zoning Code	C
Visibility	Average		
Corner/Interior	Corner		

Indicators

\$/Gross Acre	\$822,511	\$/Usable SF	\$18.88
\$/Gross SF	\$18.88	\$/FF	\$2,375.00
\$/Usable Acre	\$822,499		

Verification

Confirmed With	Assessing records
Confirmed By	Cameron Clark
Confirmation Date	06-07-2019

Remarks

Tear-down for new mixed use development

LAND COMPARABLE 6



Property Identification

Property/Sale ID	11186525/1558659
Property Type	Commercial
Address	130 West Grand River Avenue
City, State Zip	Fowlerville, Michigan 48836
County	Livingston
MSA	Ann Arbor
Latitude/Longitude	42.660832/-84.074070
Tax ID	4705-10-201-067

Transaction Data

Sale Date	06-28-2021	Financing	Cash to Seller
Sale Status	Closed	Conditions of Sale	Arms Length
Grantor	FXS PROPERTIES LLC	Deed Book/Page	2021-028053
Grantee	COOKE CAPITAL LLC	Sale Price	\$160,000
Property Rights	Fee Simple	Adjusted Price	\$160,000

Property Description

Gross Acres	0.28	Visibility	Average
Gross SF	12,153	Corner/Interior	Corner
Usable Acres	0.28	Shape	Rectangular
Usable SF	12,153	Topography	Level
Front Feet	118.00	Utilities	All customary utilities
Depth	103.00	Drainage	Appears adequate
No. of Lots	1	Flood Hazard Zone	Zone X
Proposed Use	Mixed use	Use Designation	Mixed Use
Street Access	Average	Zoning Jurisdiction	Village of Fowlerville
Rail Access	No	Zoning Code	BC
Water/Port Access	No	Zoning Description	Business Center

Indicators

\$/Gross Acre	\$573,477	\$/Usable SF	\$13.17
\$/Gross SF	\$13.17	\$/FF	\$1,355.93
\$/Usable Acre	\$573,477	\$/Lot	\$160,000

Verification

Confirmed With	public record, closing statement
Confirmed By	Blake Damerow

Remarks

The owner will be construction a two-story mixed-use building containing retail and residential space.

Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, a negative adjustment was applied. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sales prices and must be considered when analyzing a sale comparable. The property rights appraised reflect the fee simple interest. All of the sale comparables conveyed the same interest; therefore, no adjustments were required.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sale comparables involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. Comparable 2 required and upward adjustment of 4.1%

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination. The details of each adjustment are in the remarks of the respective sales profile.

Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

Discussions with market participants and a review of market data indicated overall market conditions for vacant land properties have been improving with recent transactions confirming this trend. An annual adjustment factor of 2.00% was applied to each comparable to account for changes in market conditions.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments. The reasoning for the property adjustments made to each sale comparable follows. The discussion analyzes each adjustment category deemed applicable to the subject property.

Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, proximity to major thoroughfares, proximity to employment centers and amenities, neighboring properties, and accessibility. The subject site is located the north side of Kalamazoo Street, between Larch and Cedar Streets with good access and good visibility. Comparables were adjusted upward for being in inferior locations. Comparables were adjusted downward for being in more desirable locations.

Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale." Larger comparables are adjusted upward and smaller comparables are adjusted downward.

Corner Exposure

Tracts with major corner exposure typically command higher prices in the marketplace, as opposed to mid-block or interior locations. For retail users, the hard corner of an intersection may be marketed to a fairly large pool of small users (e.g. service stations, fast food restaurants, etc.) for sale. Interior parcels were adjusted upward 10%

Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment. No adjustments were required.

Summary of Adjustments

A summary of the adjustments made to the sale comparables is presented in the following table:

LAND SALES ADJUSTMENT GRID

Subject		Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Sale ID		534300	1621052	1517664	1573802	1407087	1558659
Date of Value & Sale	February-23	May-18	September-21	December-22	November-20	September-16	June-21
Unadjusted Sales Price		\$1,000,000	\$740,000	\$1,775,000	\$185,000	\$380,000	\$160,000
Usable Square Feet	43,560	79,323	39,030	104,937	27,770	20,125	12,153
Unadjusted Sales Price per Usable Sq. Ft.		\$12.61	\$18.96	\$16.91	\$6.66	\$18.88	\$13.17
Transactional Adjustments							
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjusted Sales Price		\$12.61	\$18.96	\$16.91	\$6.66	\$18.88	\$13.17
Financing Terms	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>
Adjusted Sales Price		\$12.61	\$18.96	\$16.91	\$6.66	\$18.88	\$13.17
Conditions of Sale	<i>Typical</i>	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>	<i>Arms Length</i>
Adjustment		-	4.1%	-	-	-	-
Adjusted Sales Price		\$12.61	\$19.73	\$16.91	\$6.66	\$18.88	\$13.17
Expenditures after Sale				\$100,000			
Adjustment		-	-	5.6%	-	-	-
Adjusted Sales Price		\$12.61	\$19.73	\$17.87	\$6.66	\$18.88	\$13.17
Market Conditions Adjustments							
Elapsed Time from Date of Value		<i>4.82 years</i>	<i>1.49 years</i>	<i>0.21 years</i>	<i>2.31 years</i>	<i>6.44 years</i>	<i>1.67 years</i>
Market Trend Through	February-23	9.6%	3.0%	0.4%	4.6%	12.9%	3.3%
Analyzed Sales Price		\$13.82	\$20.32	\$17.94	\$6.97	\$21.31	\$13.61
Physical Adjustments							
Location	<i>425 South Grand Avenue</i>	<i>636 East Michigan Avenue</i>	<i>2703 E Grand River Ave</i>	<i>4800 Okemos Road</i>	<i>526, 536 E Cesar Chavez Avenue</i>	<i>2216-2224 E Michigan Avenue</i>	<i>130 West Grand River Avenue</i>
	<i>Lansing, Michigan</i>	<i>Lansing, Michigan</i>	<i>East Lansing, Michigan</i>	<i>Okemos, Michigan</i>	<i>Lansing, Michigan</i>	<i>Lansing, Michigan</i>	<i>Fowlerville, Michigan</i>
Adjustment		-	-10.0%	-5.0%	10.0%	-	15.0%
Size	<i>43,560 sf</i>	<i>79,323 sf</i>	<i>39,030 sf</i>	<i>104,937 sf</i>	<i>27,770 sf</i>	<i>20,125 sf</i>	<i>12,153 sf</i>
Adjustment		5.0%	-	10.0%	-	-5.0%	-5.0%
Corner Exposure	<i>Double Corner</i>	<i>Interior</i>	<i>Corner</i>	<i>Interior</i>	<i>Interior</i>	<i>Corner</i>	<i>Corner</i>
Adjustment		10.0%	-	10.0%	10.0%	-	-
Adjustment		-	-	-	-	-	-
Zoning	<i>DT-3</i>	<i>G-1</i>	<i>C-2</i>	<i>C-3</i>	<i>F-1</i>	<i>C</i>	<i>BC</i>
Adjustment		-	-	-	-	-	-
Net Physical Adjustment		15.0%	-10.0%	15.0%	20.0%	-5.0%	10.0%
Adjusted Sales Price per Usable Square Foot		\$15.89	\$18.28	\$20.63	\$8.36	\$20.25	\$14.97

Conclusion

The land comparables were adjusted based on pertinent elements of comparison with the unadjusted and adjusted unit sales prices presented in the following table:

Land Sale Statistics

Metric	Unadjusted	Analyzed	Adjusted
Min. Sales Price per Usable Square Foot	\$6.66	\$6.97	\$8.36
Max. Sales Price per Usable Square Foot	\$18.96	\$21.31	\$20.63
Median Sales Price per Usable Square Foot	\$15.04	\$15.88	\$17.09
Mean Sales Price per Usable Square Foot	\$14.53	\$15.66	\$16.40

Comparable 4 was considered an outlier and given less weight. Based on the adjusted prices, a unit value near the upper middle of the adjusted range, or \$17.50 per usable square foot, was estimated for the subject site. Applying this to the subject land area resulted in a market value of \$760,000.

Based on this analysis, the land value indication is summarized as follows:

Land Value Conclusion

Reasonable Adjusted Comparable Range

43,560 square feet	x	\$16.00 psf	=	\$696,960
43,560 square feet	x	\$19.00 psf	=	\$827,640

Market Value Opinion

43,560 square feet	x	\$17.50 psf	=	\$760,000
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(Rounded)

Reconciliation

Summary of Value Indications

The indicated values from the approaches used and my concluded market values for the subject property are summarized in the following table.

Value Indications	
Approach to Value	As Is
Sales Comparison - Land Only	\$760,000
Cost	Not Developed
Income Capitalization	Not Developed
Value Conclusion	
Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	February 28, 2023
Value Conclusion	\$760,000
	\$17.45 psf

To reach a final opinion of value, the reliability and relevance of each value indication was considered based upon the quality of the data and applicability of the assumptions underlying each approach. Given the availability and reliability of data within the Sales Comparison Approach, this approach was given primary weight in reconciling to the final value conclusions. Furthermore, retail properties such as the subject property are typically purchased by investors, who primarily rely upon the methods employed by the Sales Comparison Approach.

Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 6 to 12 months and 6 to 12 months, respectively, are considered reasonable and appropriate for the subject property.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Southern Michigan will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Southern Michigan is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Southern Michigan and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors |Southern Michigan.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Southern Michigan both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Southern Michigan and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Southern Michigan or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Southern Michigan for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Southern Michigan shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Southern Michigan. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Southern Michigan and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Southern Michigan harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Southern Michigan in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Southern Michigan. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Certification

In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909. James T. Hartman, MAI, SGA, AI-GRS is currently licensed as a Certified General Real Estate Appraiser with the State of Michigan, Number 1205005950. Mr. Hartman is also licensed in the State of Indiana, the State of Ohio, and the State of Illinois.

James T. Hartman, MAI, SGA, AI-GRS is a member of the Society of Golf Appraisers (SGA). The Society of Golf Appraisers is an organization of real estate appraisers and consultants specializing in the valuation, market analysis, and feasibility analysis of golf courses and golf related properties.

The undersigned does hereby certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- As of the date of this report, James T. Hartman, MAI, SGA, AI-GRS has completed the continuing education program for Designated Members of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- A thorough research project whose objective has been the discovery, confirmation, inspection, and analysis of data pertinent to this valuation situation has been completed.

- Blake R. Damerow, limited real estate appraiser with the State of Michigan, License Number 1201076491, provided significant real property appraisal assistance to the person signing this certification. Mr. Damerow assisted in the subject property inspection and description, neighborhood analysis and description, research and verification of comparable sales, approaches to value, and final reconciliation.
- The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.
- The appraiser signing this report is competent to complete the assignment. The appraiser has the knowledge and experience to complete the assignment competently or has disclosed the lack of knowledge and/or experience to the client, taken all steps necessary or appropriate to complete the assignment competently and has described in the report the lack of knowledge and/or experience and the steps taken to complete the assignment competently.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with Title XI of the Federal Financial Institutions Reform Recovery, and Enforcement Act of 1989 (FIRREA) and its regulations, as well as the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Appraisal Institute. This report is intended to comply with the above requirements. The definition of market value is intended to follow the market value definition as per F.D.I.C.'s final rule of FIRREA - 12 C.F.R., § 323.2.

This appraisal is not to be used by the addressee or any recipient as a part of a presentation of a real estate syndicate.

A real estate syndicate means a general or limited partnership, joint venture, unincorporated association or similar organization formed for the purpose of, and engaged in, investment for gain from an interest in real property, including but not limited to, a sale, exchange, trade or development of real property, on behalf of others, or, which is required to be registered with the United States Securities and Exchange Commission or any state regulatory agency, which regulates investments made as a public offering.



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File #MI01-23-0042

Addenda

Glossary

Subject Photographs

Assessment Records

Excerpts from Zoning Ordinance

Letter of Engagement

Qualifications of Appraisers

Information on Valbridge Property Advisors

Office Locations

Glossary

Definitions are taken from the Dictionary of Real Estate Appraisal, 5th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Additional Rent

Any amounts due under a lease that is in addition to base rent. Most common form is operating expense increases. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base (Shell) Building

The existing shell condition of a building prior to the installation of tenant improvements. This condition varies from building to building, landlord to landlord, and generally involves the level of finish above the ceiling grid. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

The areas of the building that provide services to building tenants but which are not included in the rentable area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common areas are; floor common areas, parking spaces, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A statement issued by a local government verifying that a newly constructed building is in compliance with all codes and may be occupied.

Common Area (Public) Factor

In a lease, the common area (public) factor is the multiplier to a tenant's useable space that accounts for the tenant's proportionate share of the common area (restrooms, elevator lobby, mechanical rooms, etc.). The public factor is usually expressed as a percentage and ranges from a low of 5 percent for a full tenant to as high as 15 percent or more for a multi-tenant floor. Subtracting one (1) from the quotient of the rentable area divided by the useable area yields the load (public) factor. At times confused with the "loss factor" which is the total rentable area of the full floor less the useable area divided by the rentable area. (BOMA)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings. CAM can refer to all operating expenses.

CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15 percent addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee. (Dictionary)

Condominium

A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus an undivided interest in common areas.

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real property restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature to continue, subject to the easement. In some locations, a conservation easement may be referred to as a conservation restriction. (Dictionary)

Contributory Value

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability to a property to meet its debt service out of net operating income. Also called Debt Service Coverage Ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

- 1) In appraising, the loss in a property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2) In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method. (Dictionary)

Disposition Value

The most probable price that a specified interest in real property is likely to bring under the following conditions:

- Consummation of a sale within a exposure time specified by the client;
- The property is subjected to market conditions prevailing as of the date of valuation;

- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time specified by the client;
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements (TIs). (Dictionary)

EPDM

Ethylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called an expense recovery clause or stop clause. (Dictionary)

Estoppel Certificate

A statement of material factors or conditions of which another person can rely because it cannot be denied at a later date. In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an estoppel letter. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

Areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a full-service lease. (Dictionary)

Going Concern Value

- The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern.
- The value of an operating business enterprise. Goodwill may be separately measured but is an integral

component of going-concern value when it exists and is recognizable. (Dictionary)

Gross Building Area

The total constructed area of a building. It is generally not used for leasing purposes (BOMA)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of the same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expense in income-producing properties when less than 100 percent occupancy is assumed. The gross up method approximates the actual expense of providing services to the rentable area of a building given a specified rate of occupancy. (Dictionary)

Gross Retail Sellout

The sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning. A general term encompassing any system designed to heat and cool a building in its entirety.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximally profitability. Alternatively, the probable use of land or improved –specific

with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Industrial Gross Lease

A lease of industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real estate taxes as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Dictionary)
(Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).

Investment Value

The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. (Dictionary)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary)

Leasehold Interest

The tenant's possessory interest created by a lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

- Consummation of a sale within a short period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The amount of money borrowed in relation to the total market value of a property. Expressed as a percentage of the loan amount divided by the property value. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the

consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As If Complete

Market value as if complete means the market value of the property with all proposed construction, conversion or rehabilitation hypothetically completed or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value As If Stabilized

Market value as if stabilized means the market value of the property at a current point and time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses

varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., $OER = 1 - NIR$ (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the optionee) to buy, sell, or lease real property for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole (a fractional interest). (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real estate taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

Market value "upon completion" is a prospective future value estimate of a property at a point in time when all of its improvements are fully completed. It assumes all proposed construction, conversion, or rehabilitation is hypothetically complete as of a future date when such effort is projected to occur. The projected completion date and the value estimate must reflect the market value of the property in its projected condition, i.e., completely vacant or partially occupied. The cash flow must reflect lease-up costs, required tenant improvements and leasing commissions on all areas not leased and occupied.

Prospective Future Value Upon Stabilization

Market value "upon stabilization" is a prospective future value estimate of a property at a point in time when stabilized occupancy has been achieved. The projected stabilization date and the value estimate must reflect the absorption period required to achieve stabilization. In addition, the cash flows must reflect lease-up costs, required tenant improvements and leasing commissions on all unleased areas.

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee (i.e., the tenant) leases part or all of the property to another party and thereby becomes a lessor. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Substantial Completion

Generally used in reference to the construction of tenant improvements (TIs). The tenant's premises are typically deemed to be substantially completed when all of the TIs for the premises have been completed in accordance with the plans and specifications previously approved by the tenant. Sometimes used to define the commencement date of a lease.

Surplus Land

Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease

A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area or building common area on a floor. The total of all the usable areas or a floor shall equal floor usable area of that same floor. The amount of floor usable area can vary over the life of a building as corridors expand and contract and as floors are remodeled. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

Photographs of Subject Property











Assessment Records

425 S GRAND AVE LANSING, MI 48933 (Property Address)
 Parcel Number: 33-01-01-16-452-023



Item 1 of 2 1 Image / 1 Sketch

Property Owner: CITY OF LANSING

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > 2 Building Department records found
- > Property Tax information found
- > 13 Invoices Found, Amount Due: 0.00

Owner and Taxpayer Information

Owner	CITY OF LANSING PARKING SERVICES 219 N GRAND AVE LANSING, MI 48933-1307	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2022

Property Class	202 COMMERCIAL-VACANT	Unit	33 CITY OF LANSING - INGHAM
School District	LANSING PUBLIC SCHOOL DIST	Assessed Value	\$0
MAP #	B -0134 -0022	Taxable Value	\$0
TOP TEN	Not Available	State Equalized Value	\$0
NEW PERMITS	Not Available	Date of Last Name Change	06/04/2018
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TYPE CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 12/30/1997

Principal Residence Exemption	June 1st	Final
2022	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0

Land Information

Zoning Code	G-1 BUS	Total Acres	1.000
Land Value	\$0	Land Improvements	\$25,011
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	0225-DOWNTOWN OFFICES	Mortgage Code	No Data to Display
Lot Dimensions/Comments	132X165 132X165	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

LOTS 5, 6, 7 & 8 BLOCK 134 ORIG PLAT

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Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
08/26/2008	\$940,000.00	WD	CENTER FOR THE ARTS INC	CITY OF LANSING	03-ARM'S LENGTH	L3318-P801

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Excerpts from Zoning Ordinance

1243.11. - DT-3 Downtown Core.

Figure 40



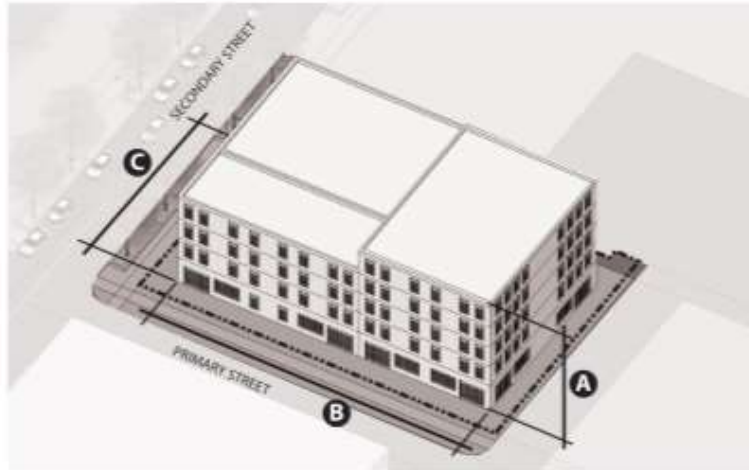
1243.11.01. - DT-3 intent.

The intent and purpose of the DT-3 Downtown Core District is to provide primarily a vertical mix of uses with higher density residential housing and office buildings. Ground floor uses should be those that generate pedestrian activity along the street front through the location of doors, windows, and displays. Development in this district is characterized by tall buildings lining urban streets with most or all parking provided on street or in municipal lots or structures. This district accommodates the City's highest intensity and density development.

(Ord. No. 1295, § 1, 11-29-21)

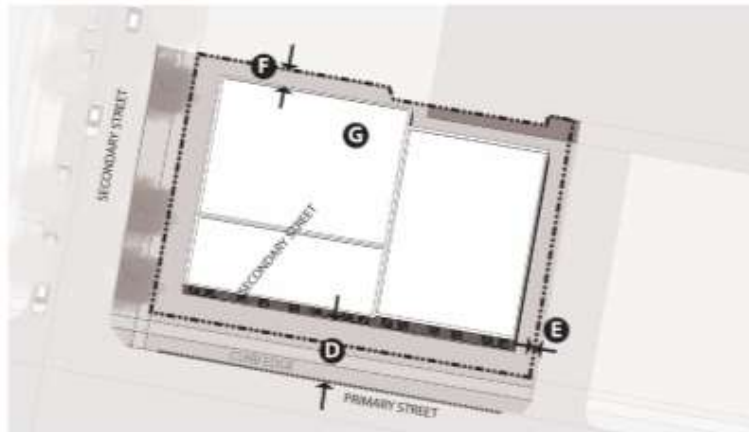
1243.11.02. - DT-3 site layout requirements.

Figure 41



(a) BUILDING MASSING		
A. Minimum height	25'	2 stories
Maximum height:	None	
Required corner massing	When site is a corner lot, the primary and secondary frontages at the corner must be occupied by building elevations for the first 20 feet of each frontage from the corner	

Figure 42



(b) BUILDING PLACEMENT	
B. Build-to-line	Five feet as measured from the property line. The Zoning Administrator may approve: 1. A setback of ten feet from the inside edge of the sidewalk, provided that the additional space is dedicated to outdoor seating and/or public art. 2. A setback of zero feet from the inside edge of the sidewalk, provided that the existing or proposed sidewalk is at least ten feet in width.
C. Minimum side setback	0'
D. Minimum rear setback	0'
E. Maximum lot coverage	100%

(c) PARKING	
Required parking spaces	No required parking.

Allowed surface parking locations	On-street parking; On-site: Rear yards only. Side yard parking allowed upon written approval of Zoning Administrator.
Parking lot spaces	Number of parking spaces shall not exceed what would otherwise be required per Section 1254.03 Parking facilities subject to special land use permit. See <u>Chapter 1262</u> .
Parking lot setback/screening	Property and parking lot setback/screening per <u>Chapter 1252</u> .

(Ord. No. 1295, § 1, 11-29-21)

Letter of Engagement

From: Frayer, Shelbi
Sent: Thursday, February 9, 2023 5:21 PM
To: James T. Hartman
Subject: Re: Appraisal Estimates

Thanks for the quick reply! Please get started, let me know if you need anything.

Get Outlook for iOS

From: James T. Hartman <jhartman@valbridge.com>
Sent: Thursday, February 9, 2023 4:47:03 PM
To: Frayer, Shelbi <Shelbi.Frayer@lansingmi.gov>
Subject: RE: [EXTERNAL] Appraisal Estimates

The fee and timing to appraise each of these three properties is:

- 23-0040 • Parking Lot 49/49a \$3,000 and 25 days (old file # 18-0121e)
23-0041 • City Hall \$4,000 and 25 days (old file # 21-0321)
23-0042 • Lot 1 (behind baryames) Grand Ave/Lenawee \$3,000 and 25 days. (old file # 17-0084)

Thanks
Jim



James T. Hartman, MAI, SGA, AI-GRS
Senior Managing Director,
Valbridge Property Advisors | Southern Michigan

2127 University Park Dr., Ste. 390
Okemos, MI 48864
Office: 517-336-0001 ext 308

Detroit office:
1420 Washington Blvd.
Detroit, Michigan 48226
Office 313-986-3313

Grand Rapids office:
109 E. Main Street
Zeeland, Michigan 49464
Office: 616-550-9882



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Sent from Mail for Windows 10

From: Frayer, Shelbi
Sent: Thursday, February 9, 2023 2:32 PM
To: James T. Hartman
Subject: Appraisal Estimates

Hi James,

I have several appraisals that need "refreshing." I have attached copies of the old ones for your reference.

Could you give me a cost estimate for you to reappraise the following properties?

- Parking Lot 49/49a
- 520 S Washington - 22-0172
- City Hall
- Lot 1 (behind baryames) Grand Ave/Lenawee

Also, do you have a time estimate to complete these? Thanks for your help!

Shelbi Frayer
Deputy Mayor/Chief Strategy Officer
City of Lansing – Office of Mayor Andy Schor
124 W. Michigan Ave. | Lansing, MI 48933
C: 517-881-3410 | E: Shelbi.Frayer@lansingmi.gov
For scheduling assistance: Dana.Smith@lansingmi.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



Qualifications of Appraisers

James T. Hartman, MAI, SGA, AI-GRS

Senior Managing Director

Valbridge Property Advisors | Southern Michigan

Education:

Bachelor of Arts Degree
College of Business
Financial Administration
Michigan State University, East Lansing, MI

License:

In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909. James T. Hartman is currently licensed as a Certified General Real Estate Appraiser with the State of Michigan, License #1205005950, with the State of Indiana, License #CG40600034, with the State of Ohio, License #2007005970, and with the State of Illinois, License #553.002225.

Real Estate Appraisal Curriculum, Appraisal Institute:

Classes:

- Basic Valuation
- Real Estate Appraisal Principles
- Residential Valuation
- Standards of Professional Practice, Part A
- Standards of Professional Practice, Part B
- Standards of Professional Practice, Part C
- Income Capitalization, Part A
- Income Capitalization, Part B
- Case Studies in Real Estate Valuation
- Report Writing and Valuation Analysis
- Highest & Best Use and market Analysis
- Business Practices and Ethics
- 7-Hour National USPAP Update Course
- Valuation of Conservation Easements
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
- Review Theory – General
- Supervisory Appraiser/Trainee Course
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications

Scope of Work: Expanding your Range of Services

Seminars: Demonstration Appraisal Report Writing
Regulation of Financial Information Sharing & Information Brokering
REITS and the Role of the Real Estate Professional
Partial Interest Valuation – Divided
Appraisal Symposium – Real Estate Underwriting
Still Standing – The US Real Estate Market
Michigan Appraising Licensing Law and Rules
Appraisal Consulting: A Solutions Approach for Professionals
Supervising Appraisal Trainees
Land Valuation Adjustments Workshop
Analyzing Distressed Real Estate
Market Analysis and the Site to Do Business
Valuation & Litigations Services SIG Kick-Off – SIG2006
Fair Housing
Introduction to International Valuation Standards
Environmental Solutions for Commercial RE Transactions
Spotlight on USPAP: Common Errors and Issues
Michigan Economy 2009
Appraising Convenience Stores
Michigan Economy 2010
Spotlight on USPAP – Appraisal Review
Analyzing Distressed Real Estate
Spotlight on USPAP: Agreement for Services-Instructions
Loss Prevention program for Real Estate Appraisers
Liability Issues for Appraisers Performing Litigation & Other Non-Lender Work
Small Hotel/Motel Valuation
Government and the Housing Market
Introduction to Green Buildings: Principles & Concepts
Appraising Automobile Dealerships

Other Seminars/Courses:

Historic Preservation Conference: Incentives for Historic Preservation in Detroit - IPED
Michigan Tax Tribunal Contemporary Issues – Oakland University
LEED for New Construction and Major Renovations Technical Review Workshop - USGBC
Understanding the Impact of the Interagency Appraisal and Evaluation Guidelines for Appraisers and Lenders
Advanced Computer Applications for Appraisers – Valbridge Property Advisors
Fractional Interest Valuation – Valbridge Property Advisors

Appraisal Assignments:

Performed a variety of appraisal assignments including appraisals of vacant land, subdivisions, industrial buildings, hotels, golf courses, resorts, shopping centers, bowling/family entertainment centers, manufactured home communities, elderly care facilities, condominium construction and conversion, restaurants, and office buildings.

Counseling Services:

Economic feasibility and market studies for golf courses, hotels, apartments, multi-tenant office buildings, multi-tenant shopping centers and elderly care facilities.

Professional Recognition:

2000-1	Advisory Board, West Michigan Branch, Great Lakes Chapter, Appraisal Institute
2001	Awarded MAI designation by the Appraisal Institute
2002	Vice-Chair, West Michigan Branch, Great Lakes Chapter, Appraisal Institute
2002	Public Relations Committee, Great Lakes Chapter, Appraisal Institute
2002	General Comprehensive Exam Subcommittee, Standard Setting Panel, Appraisal Institute
2003	Chair, West Michigan Branch, Great Lakes Chapter, Appraisal Institute
2003	Region III Representative Alternate, Great Lakes Chapter, Appraisal Institute
2004	Director, Great Lakes Chapter, Appraisal Institute
2004-22	General Comprehensive Exam Subcommittee, Appraisal Institute
2004	Real Estate Appraiser Exam Content Expert, Bureau of Commercial Services Department of Labor & Economic Growth, State of Michigan
2006	Secretary, Great Lakes Chapter, Appraisal Institute
2007	Treasurer, Great Lakes Chapter, Appraisal Institute
2008	Awarded SGA designation from The Society of Golf Appraisers
2008	Vice President, Great Lakes Chapter, Appraisal Institute
2008-9	Region III Representative, Great Lakes Chapter, Appraisal Institute
2009	President, Great Lakes Chapter, Appraisal Institute
2009-10	Vice Chair, General Comprehensive Exam Panel, Appraisal Institute
2009	Awarded MRICS designation from the Royal Institution of Chartered Surveyors
2010	Past President (Board of Directors) Great Lakes Chapter, Appraisal Institute
2010	Region III Representative, Great Lakes Chapter, Appraisal Institute
2011-14	Chair, General Comprehensive Exam Panel, Appraisal Institute
2014-15	Secretary, The Society of Golf Appraisers
2014	Awarded AI-GRS designation from Appraisal Institute
2014-22	Member, State of Michigan Board of Real Estate Appraisers
2016-17	President, Society of Golf Appraisers
2015-19	Vice Chair, General Comprehensive Exam Panel, Appraisal Institute
2016-21	Vice Chair, State of Michigan Board of Real Estate Appraisers
2021-22	Chair, State of Michigan Board of Real Estate Appraisers



Blake R. Damerow

Appraiser

Valbridge Property Advisors | Southern Michigan

Education:

Davenport University
Bachelor of Business Administration

License:

In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909. Blake R. Damerow is currently licensed as a Limited Real Estate Appraiser with the State of Michigan, License #1201076491.

Appraisal Assignments:

A variety of appraisal assignments including appraisals of residential, commercial, industrial, and mixed-use properties for federally related mortgage transactions, private estates, and tax purposes.

Types of Assignments:

Single Family Residences	Apartments
2-4 Family Residences	Assisted Living Facilities
Convenience Stores/Gas Stations	Golf Courses
Industrial/Warehouse	Hotels/Motels
Office Buildings	Retail Buildings
Residential Subdivisions	Shopping Centers
Vacant Land	Going Concern



Valbridge

PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is the largest independent commercial property valuation and advisory service firm in North America.
 - Total number of MAI-designated appraisers (200+ on staff)
 - Total number of office locations (80+ across the U.S.)
 - Total number of staff (675+ strong)
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by local offices.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market, and other bulk-property engagements.

Valbridge Property Advisors, Inc.

2240 Venetian Court
Naples, FL 34109
Phone: 888.981.2029



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San Ramon, CA 94583
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(970) 340-1016

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7445 E. Peakview Ave.
Centennial, CO 80111
(303) 867-1933

1099 Main Avenue, Ste. 311
Durango, CO 81301
(970) 340-1016

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Glastonbury, CT 06033
(860) 246-4606

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(904) 608-2948

301 Almeria Ave., Ste. 350
Coral Gables, FL 33134
(305) 639-8029

734 Rugby St.
Orlando, FL 32804
(407) 493-6426

2711 Poinsettia Ave.
West Palm Beach, FL 33407
(561) 833-5331

2240 Venetian Ct.
Naples, FL 34109
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Tampa, FL 33609
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1875 N. Lakewood Dr., Ste. 100
Coeur d'Alene, ID 83814
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Marriottsville, MD 21104
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Okemos, MI 48864
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Summer 2021

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Oklahoma City, OK 73132
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(843) 884-1266

11 Cleveland Ct.
Greenville, SC 29607
(864) 233-6277

920 Bay St., Ste. 26
Beaufort, SC 29902
(843) 884-1266

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213 Fox Rd.
Knoxville, TN 37922
(865) 522-2424

756 Ridge Lake Blvd., Ste. 225
Memphis, TN 38120
(901) 753-6977

5205 Maryland Way, Ste. 300
Brentwood, TN 37027
(615) 369-0670

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Austin, TX 78746
(737) 242-8585

10210 North Central Expy., Ste. 115
Dallas, TX 75231
(214) 446-1611

974 Campbell Rd., Ste. 204
Houston, TX 77024
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Draper, Utah 84020
(801) 262-3388

20 North Main
St. George, UT 84770
(435) 773-6300

321 N. County Blvd., Ste. D
American Fork, UT 84003
(801) 492-0000

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4914 Fitzhugh Ave.
Richmond, VA 23230
(757) 345-0010

5107 Center St., Ste. 2B
Williamsburg, VA 23188
(757) 345-0010

WASHINGTON

8378 W. Grandridge Blvd., Ste. 110-D
Kennewick, WA 99336
(509) 221-1540

25923 Washington Blvd., NE., Ste. 300
Kingston, WA 98346
(360) 649-7300

324 N. Mullan Rd.
Spokane Valley, WA 99206
(509) 747-0999

WISCONSIN

12660 W. North Ave.
Brookfield, WI 53005
(262) 782-7990

Act-4-2023, Sale of Property, 425 S Grand Ave. - STAFF REPORT

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

APPLICANT	City of Lansing – Economic Development & Planning Department
PROPOSAL:	Sale of excess City-owned land.
PARCEL(S):	425 S Grand Ave. PID # 33-01-01-16-452-023
CURRENT OWNER(S):	City of Lansing
EXISTING LAND USE & ZONING:	Use: Parking lot, Zoning: DT-3 Urban Core
PROPERTY SIZE AND SHAPE:	1 acre, rectangular, see Exhibit A
SURROUNDING ZONING & LAND USE	North: DT-3, commercial South: DT-3, parking West: DT-3, bus station East: DT-3, office

ANALYSIS

BACKGROUND:

The City of Lansing’s Economic Development & Planning Department is proposing to sell the City-owned municipal parking lot commonly referred to as “Lot 1”. The Planning Office does not have much background information on the lot’s history but per public records and details from Parking Services Office the property was acquired in 2008 from the Center for the Arts Inc. to develop 115 parking spaces. It has primarily served as reserved parking for State of Michigan employees. The lot was a very productive resource prior to the Covid-19 Pandemic and EDP had no plans to decommission the lot, but as the pandemic progressed Lot 1 saw the same drastic reduction in use levels as other city-owned parking lots.

Since the beginning of Mayor Schor’s ‘Build Lansing Initiative’ in 2021 the City has maintained a review of any and every proposal for redevelopment of non-park City-owned property. The proposed development group has been the only entity to show an interest in Lot 1 to assist their development plans in this area.

A development group has announced plans to build a four-story apartment building (65 units) on the property to the direct north. The sale of the subject property to the Boji Group

Act-4-2023, Sale of Property, 425 S Grand Ave. - STAFF REPORT

will facilitate a second development, a four-story apartment building (55 units). More details about these projects can be found in the City Pulse.

Below is a summation of the declining revenue over the past six fiscal years.

Lot 1 revenue 2018 – 2023

FY18 \$116,319.00
FY19 \$137,014.00
FY20 \$69,897.00
FY21 \$18,825.00
FY22 \$11,546.00
FY23 \$6,790.00

Metered on-street parking will continue to exist in the vicinity and a city-owned public parking ramp is two blocks away so EDP does not expect a sudden scarcity of parking spaces. Although there is no parking requirement in the DT-3 zoning district and the subject property neighbors the main bus station making it ideal for residential development, the proposed projects will have sufficient parking for both buildings on-site.

The appraised value of the property is \$760,000.00. The proposed sale price is \$760,000.00. The sale agreement has been placed on file with the City Clerk's Office before City Council's future public hearing, per requirements of the City Charter.

LOCATION:

Lot 1, 425 S Grand Ave., is bordered by S Grand Ave., E Lenawee St., and Cherry St. downtown. The parcel is 330' wide by 132' long, a total of 1.0 acre.

CHARACTER:

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

EXTENT:

A one-acre City-owned and administered surface parking lot will be subject to sale to the Boji Group. With the reduced usage and available parking spaces in the vicinity, parking operations of the City should not be significantly impacted, but downtown will have 55 new dwelling units.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

- No comment received

Development Office

- No objection.

Building Safety Office:

- No comment received.

Parking Services Office:

- No objection.

Lansing Fire Department:

- No comment received.

Parks and Recreation Department:

- No comment received.

Accessor's Office

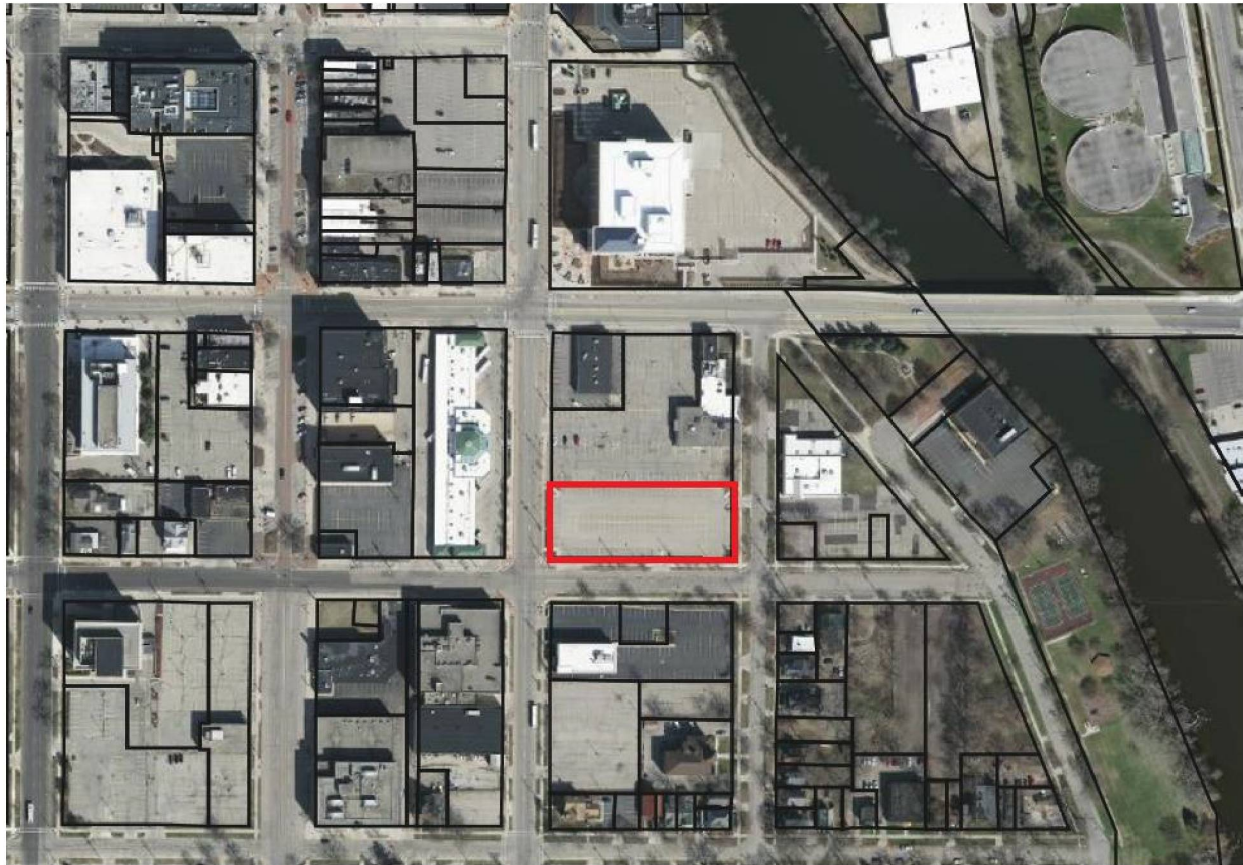
- No objection

STAFF RECOMMENDATION

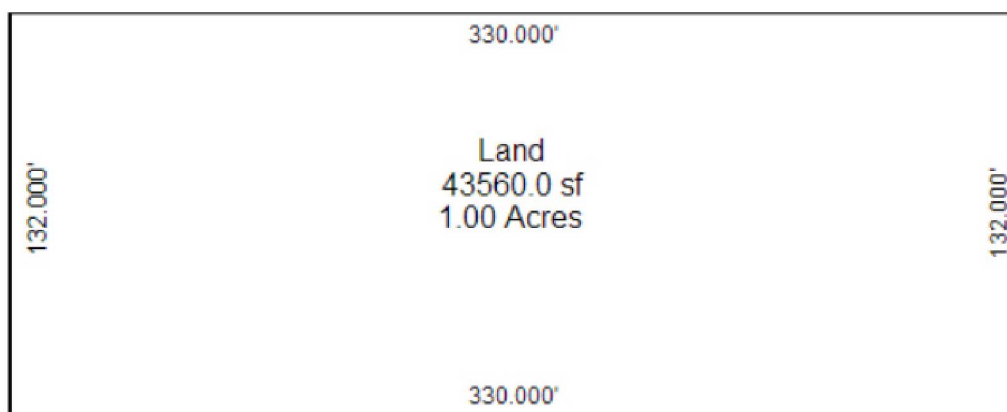
Staff recommends approval of Act-4-2023 as proposed, to facilitate returning the subject parcel to the tax rolls and to support development to a higher and better use of the property once transferred.

Respectfully submitted,

Andy Fedewa, Planner



S. GRAND AVENUE



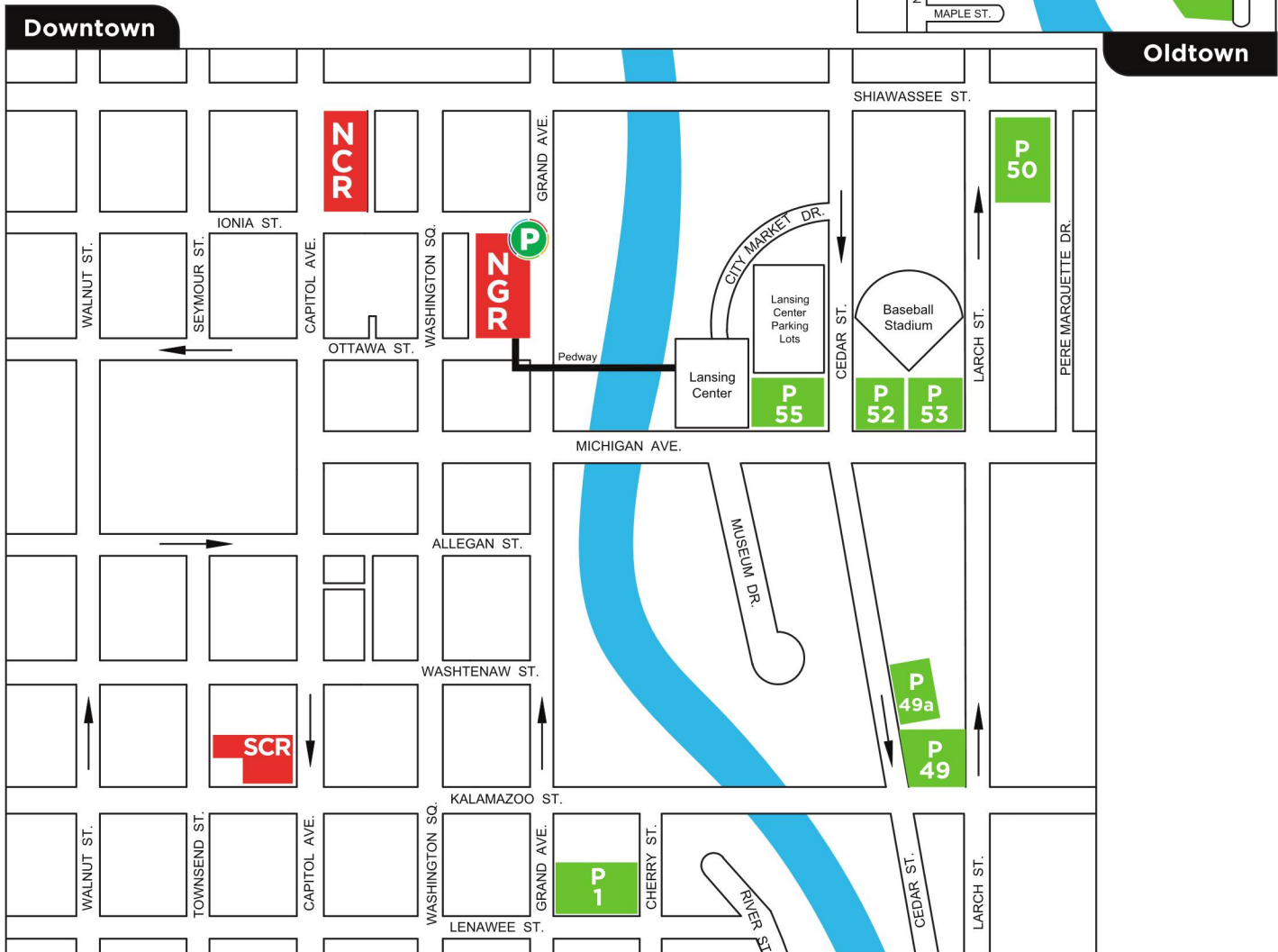
CHERRY STREET

E. LENAWEЕ STREET



Monthly Permit Rates and Locations

Effective July 1, 2020



City of Lansing Parking Ramps

NGR	North Grand Ramp	
	Roof	\$112
	3rd & 4th Levels	\$143
	4th Level Reserved	\$163
NCR	North Capitol Ramp	
	All Levels	\$120
SCR	South Capitol Ramp	
	Roof	\$92
	Covered	\$117
	Reserved	\$144

City of Lansing Parking Lots

P1	Lot #1	\$92
P17	Lot #17	\$40
P49	Lot #49	\$65
P49a	Lot #49a	\$65
P50	Lot #50	\$36
P52	Lot #52	\$75
P53	Lot #53	\$75
P55	Lot #55	\$87
P56	Lot #56 per 1/2 hour	\$1.50
	Lot #56 max daily rate	\$10
	Lot #56 permit	\$45



City of Lansing Parking Services Office

219 N. Grand Ave.



ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED:_____

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

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

Phone number: 517-483-4066

Fax number: _____

Email: _____

Interest in Property:

☒ Owner

☒ Represent owner

☐ Option to buy

☐ Other: _____

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

Name of owner(s): City of Lansing - Parking Services

Address (including zip code): _____

Phone number(s): _____

Fax number: _____

Email: _____

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): 425 S Grand Ave.

Location description: Bordered by S Grand Ave., E Lenawee St., and Cherry St.

Permanent parcel #: 33-01-01-16-452-023

Legal description (see note below): LOTS 5, 6, 7 & 8 BLOCK 134 ORIG PLAT

Applicant's proposal: Sale of a city-owned parking lot that is now considered surplus and unnecessary due to the large decline in parking revenue. Sale of property will facilitate the building of a new mixed-use apartment building and returning downtown property to the tax rolls.

REQUESTED ACTION: (please check one)

☐ City Acquisition of Property

☐ Street or Alley Closure

☒ City Sale of Property

☐ Vacation of R.O.W

☐ Significant Change of Use of City Property

☐ Other: _____

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

Property will facilitate the development of a 5-story mixed-use apartment building and increase downtown property tax value. Any development that brings new residents downtown is a higher and better use than an underutilized parking lot.

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

No property taxes will be collected. Marginal parking lot fees will be collected.

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

There are no foreseen negative impacts.

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

Maps describing proposal. Maps should be readable and drawn to a specific scale.

Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

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

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

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

FEES:

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

Signature of applicant:

_____/_____
Date

Signature of owner(s):

_____/_____
Date

_____/_____
Date

_____/_____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

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

CITY OF LANSING
NOTICE OF PUBLIC HEARING

Act-4-2023 Sale of City-owned Property, 425 S Grand Ave.

The Lansing City Council will hold a public hearing on Monday, November 13, 2023 at 7:00 p.m., in the Tony Benavides Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution selling the parcel at 425 S Grand Ave., commonly known as Parking Lot 1.

Details of the sale are on file with the City Clerk's Office and are available at Ninth Floor, City Hall, 124 West Michigan Ave. or www.lansingmi.gov/clerk. For more information about this sale, phone City Council Offices on City business days, Monday through Friday, between 8 a.m. and 5 p.m. at 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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, November 13, 2023, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Petition for Sale of Property:

Act-4-2023: Sale of Property, 425 S Grand Ave.