City of East Lansing, Michigan

City Manager’s report to City Council regarding the sale of 6.4 acres of land located at the intersection of Merritt and Lake Lansing Roads in the City of East Lansing.

Resolution approved by City Council on January 7, 2020
Report submitted to City Council on March 6, 2020
March 6, 2020

Mayor Beier and Councilmembers
410 Abbot Rd
East Lansing, MI 48823

Re: City Manager’s report to City Council on the Merritt Rd Land Sale

Mayor Ruth Beier and City Councilmembers:

Attached you will find my report to you, delivered on March 6, 2020 as directed by your January 7, 2020 resolution requiring the City Manager to prepare and submit a report to the City Council regarding the sale of 6.4 acres of land located at the intersection of Merritt and Lake Lansing Roads in the City of East Lansing.

Sincerely,

George Lahanas
City Manager
On March 5, 2019, the East Lansing City Council approved, with a 4-0 vote (with one member absent) the sale of 6.4 acres of City property on Merritt Road in East Lansing to Kodiak Landarc, LLC for $1,000,900. The sale of this parcel, which closed in September 2019, completed an effort that began over 17 years earlier following a vote to authorize the sale by residents of the City of East Lansing. The land sale question was placed on the ballot in August of 2002, with a total of 5,343 residents casting ballots in the election. East Lansing voters approved the land sale, with 65% of residents voting yes, and 35% of residents voting no. The sale received over the necessary 60% voter authorization for a land sale of that value, as required by the City Charter.

This report, covering the events that led up to the sale, was prepared by staff at the request of the East Lansing City Council. On January 7, 2020, the City Council passed a resolution directing the City Manager to prepare a report that contains a timeline and all available information related to the sale, including all documents, emails, written communications and legal opinions.

Background:

The 6.4-acre parcel that is the focus of this report was a part of a 21-acre site that formerly served as the City’s Department of Public Works facility. Of the total 21 acres, approximately 15-acres are useable, with the remainder being wetlands. The site housed the entire public works operation for the City (exclusive of the Water Resource Recovery Facility) including administration, engineering, road maintenance, park maintenance, water and sewer maintenance, solid waste and recycling and equipment maintenance (garage). The facility was originally constructed in 1968 and expanded in 1976. Service and equipment changes over the years rendered the site inadequate for the current operation, which led to the decision to sell the site and construct a new public works facility in the City’s northern tier.

Timeline:

2002 - The August 6, 2002 Primary Election included a question to the voters regarding the authorization to sell real property of the City with a value over the Charter-required limit. This ballot question exceeded the 60% charter requirement, achieving 65% voter support with 5,343 voters casting ballots during the election (Attachment 1 – Canvass of the Votes Cast, August 2002 Primary Election).

2003 - The City issued its first Request for Proposals (RFP) and placed a for sale sign at the site.

2007 - The site was approved by City Council for a mixed-use redevelopment project that never materialized. An environmental report was prepared by KEBS, Inc. that noted poor soils and landfill debris (Attachment 2 – Letter from KEBS, Inc.)

2009 - Appraisal of the entire DPW site by Oetzel-Hartman Group provided a market value of $975,000. The report is based on 18.23 acres of land. (Attachment 3 – Summary Appraisal Report, 2000 Merritt Road)

2010 - The City issued its second RFP, at which time 10.4 acres of the site, including the main building, were successfully sold to Spartan Technology, LLC for $350,000. Spartan Technology undertook
extensive renovations to the building for Working Bugs - a bio-based products manufacturer - and later added Red Cedar Spirits – a distillery and tasting room.

2016 - The City received and accepted an offer to purchase the northern 6.4 acres of the site for $850,000. (Attachment 4 – Cover Memo, Purchase and Sale Agreement and City Council Agenda and Minutes) After completing their due diligence, the prospective buyers indicated the need for significant brownfield tax increment financing (TIF) support of more than $3 million, the bulk of which would be used to address poor soils at the site. City Council was not supportive of that request and the potential buyers let the purchase agreement expire. (Attachment 5 – Environmental Report & Email)

2018 -

July 2018 - the City was contacted by College Hunks Hauling Junk and Moving with interest in the Merritt Road site. Staff discussed the environmental challenges and need for potential zoning changes. Staff also explored other properties for a potential fit. East Lansing has very little land zoned for industrial use and therefore it would be difficult to accommodate this type of use as they were a seeking a site for office, trucking and self-storage. After exploring this and other potential sites, College Hunks Hauling Junk did not further pursue any of the possible sites with City staff. (Attachment 6 – Emails to and from staff)

November 7, 2018 - Council adopted the Medical Marihuana Provisioning Center overlays, which included the Merritt Road site (Ordinance 1416a).

November 8, 2018 – The City received an offer to purchase the property from Emerald Growth Partners, LLC for $900,000 (Attachment 7 – Email and Letter of Intent)

November 9, 2018 – The City received an offer to purchase the property from Green Peak Innovations for $950,000 (Attachment 8 – Non-Binding Letter of Intent)

November 16, 2018 – An email was sent from Planning Director Tim Dempsey to City Manager Lahanas notifying him of interest in the site and proposing an RFP process. The email was forwarded to City Council by City Manager Lahanas. Responses were sent by Council. (Attachment 9 – Emails: Dempsey, Lahanas, City Council)

November 27, 2018 – City receives a Real Estate Purchase Agreement Offer from Shawn O’Brien, CBRE/Martin on behalf of Samuel C. Eyde for $850,000, including a brownfield TIF request. (Attachment 10 – Purchase Agreement and cover letter)

December 3, 2018 – An email was sent from Planning Director Dempsey to City Manager Lahanas regarding two proposals for providing auction services for the Merritt property. The email was forwarded to Council by City Manager Lahanas. A response was sent from Mayor Meadows regarding the marketing fee and access to the environmental report. (Attachment 11 – Emails to and from Council)
January 4, 2019 – Emails between Planning Director Dempsey and City Attorney Yeadon regarding the eBay contract and posting (Attachment 12 – Emails and eBay terms and conditions)

January 7, 2019 – The sale was posted to eBay. (Attachment 13 – eBay posting) An email from Planning Director Dempsey providing notice of the eBay land sale posting to individuals who had expressed interest in the former DPW site. (Attachment 14 – Emails to Interested Parties)

February 6, 2019 – The sale listing closed. See the eBay posting of winning bid and bid history (Attachment 15 – eBay posting, bid history and the winning bid). Chris Mkoyan emailed Planning Director Dempsey to provide notice of winning bid. (Attachment 16 – Email from Mkoyan)

March 5, 2019 - City Council approves the land sale, subject to project approvals, with a 4-0 vote (with one member absent) during their regular business meeting. (Attachment 17 – City Council Agenda, Minutes, Purchase Agreement and Cover Memorandum)

March 26, 2019 - City Council changed the overlay to allow a second provisioning center in the Merritt Road area (Ordinance 1448) (Attachment 18 – Council Approval)

April 5, 2019 - The site plan was submitted by Kodiak Landarc, LLC including hotel, provisioning center and new retail strip center.

August 13, 2019 - City Council approved the site plan. (Attachment 19 – Site Plan Approval)

September 10, 2019 - City Council passed a resolution authorizing the City Manager to execute closing documents. (Attachment 20 – City Council agenda and minutes, Resolution Authorizing City Manager to execute closing documents)

September 19, 2019 - The transaction between the City and Kodiak Landarc, LLC, closes.

**Narrative:**

The City had faced many challenges with selling the northern part of this property over the years due to the poor soils and environmental remediation that is required to build on the land. There had been little interest in purchasing the site without an approved brownfield plan using Tax Increment Financing (TIF) to reimburse the significant cost of cleanup. An appraisal of the entire 18 acres of net area at the site (including the portion that has already been sold and the portion that the City will retain), established that the entire property was valued at $975,000 in 2009. The final 6.4 acres of the site is the area that requires the most environmental remediation.

After adoption of the Medical Marihuana Provisioning Center overlays in 2018, which encompass the site, several interested parties came forward with unsolicited purchase offers in November of 2018. The City did not have a process in place for selecting among competing offers and Planning Director Tim Dempsey suggested the idea of releasing an RFP. City Manager George Lahanas shared this possibility with Council. Mayor Mark Meadows suggested that an RFP did not provide a mechanism for
maximizing the City’s price for the land by facilitating competition between interested parties. At that point City Manager Lahanas and Planning Director Dempsey agreed that an auction could be an efficient and effective way to select among interested parties while achieving the greatest return for the City.

Planning Director Dempsey then began to research firms that provide auction services for land sales. Several firms were consulted, but the fees charged for the auction services - typically 10% of the selling price - were found to be excessive. Considering the land would likely sell for $1 million or more, based on the offers received in November, staff believed that it was unpalatable to pay fees of $100,000 or more out of what the City stood to receive as payment. Based on the research and concern over the fee for a traditional auction, Community & Economic Development Administrator Tom Fehrenbach suggested the use of eBay for the sale. eBay had the mechanism to handle the bidding process in a fair manner, while only charging a flat $153 fee for a listing and sale.

Based on the desire to minimize the fees paid from the City’s potential profit from the sale, Planning Director Dempsey proposed the idea to City Manager Lahanas. Based on the fee structure, paying $153 compared to potentially $100,000, City Manager Lahanas agreed with the hosting the sale through eBay. City Attorney Yeadon was consulted on the contractual terms and posting plan for selling land on eBay and agreed, so long as it was clear that the City Council would have final approval of a Purchase and Sale agreement at the conclusion of the process. Staff also discussed that the site would be sold “as-is,” without the benefit or possibility of brownfield support for the future cleanup. Staff believed that unlike past unsuccessful attempts, the change in use and the profitability of medical marihuana would make the need for incentives unnecessary.

At the point of posting, Planning Director Dempsey mentioned that he would be contacting all parties that had previously inquired about this parcel specifically and medical marihuana sites in general in the City, to notify them about the posting and that the listing would be posted for 30 days to provide sufficient time for bidding. Planning Director Dempsey did not suggest, and City Manager Lahanas did not request, broader publication of the bidding. Though not thoroughly discussed, staff believed all interested potential buyers were contacted, taking into consideration the recent change in use. Staff did not consider the public at large because the land had been available and marketed for the prior 17 years for other uses, without success. Staff instead focused on those that had recently expressed interest. At this point, the inevitable decision and responsibility for the listing and marketing of the parcel fell to City Manager Lahanas. In retrospect, the oversight at this point was failing to post to the City’s website or broadly market the parcel listing. Whether or not this oversight changed the outcome of the bidding is unknown, but it would have promoted greater transparency in the process. Clearly, this is the key learning point for staff in this process.

On January 7, 2019 Planning Director Dempsey posted the sale to eBay and notified parties that had expressed interest. On February 6, 2020 the posting closed and the winning bidder, Chris Mkoyan, emailed Planning Director Dempsey on behalf of Kodiak Landarc, LLC. On March 5, 2019 the East Lansing City Council approved the Purchase and Sale Agreement with Kodiak Landarc, LLC, with a 4-0 vote (with one member absent). On August 13, 2019, the City Council approved the site plan and special use permit. In September 2019, the City Council authorized the City Manager to close the sale, which took place on September 19, 2019.
Documents Related to the Sale of the Merritt Road Site

The following are all of the documents that staff could locate relating to the information requested by the City Council. Staff reviewed all available relevant email accounts, computer files, physical files and web-based agenda items. The volume of documents requested, as well as the passage of time and staff turnover, make it unlikely that all documents pertaining to the Merritt Road site sale were collected.

Attachments 1-20

1. Canvass of votes cast in the City of East Lansing at the primary election held on Tuesday, August 6, 2002.
2. KEBS, Inc. and PM Environmental summary review of subsurface data regarding former East Lansing DPW Redevelopment Site (5/18/07).
4. Memo, agenda and minutes from April 26, 2016 Council meeting and real estate draft purchase agreement offer made and letter of intent made by Eyde/Luberto, including amendments and additional communications.
5. Environmental report from Triterra/SME and communication from Eyde/Luberto (1/30/17 - 2/14/17).
7. Email and offer from Emerald Growth Partners (11/8/18).
9. Emails from Planning Director Tim Dempsey, City Manager George Lahanas and City Council (11/16/18).
10. Offer to reinstate the Eyde/Luberto purchase agreement (11/27/18).
11. Bids from Last Bid Real Estate and Williams & Williams for auction services and emails from Planning Director Tim Dempsey, City Manager George Lahanas and City Council (12/3/18 - 12/5/18).
12. Emails from Planning Director Tim Dempsey and City Attorney Tom Yeadon regarding eBay listing (1/4/19 - 1/7/19) and eBay terms and conditions.
13. eBay posting (1/7/19).
14. List of recipients and additional emails (1/7/19 - 1/21/19).
15. eBay bidding results (2/6/19).
16. Emails regarding former DPW Site purchase, including communications from Planning Director Tim Dempsey, City Attorney Tom Yeadon, Chris Mkoyan and Jeff Yatooma (2/6/19 - 2/27/19).
17. City Council agenda, minutes and memo from 3/5/19 meeting and attachments related to purchase agreement.
18. City Council agenda, minutes and memos from 3/26/19 meeting.
19. City Council agenda and minutes from 8/13/19 meeting.
20. City Council agenda, minutes and resolution from 9/10/19 and closing documents dated 9/18/18.
21. Additional staff emails (January 2018 - October 2019).
List of Additional Documents Reviewed

July 2002 Dialog Newsletter for East Lansing Residents

2003 Work Program and Marketing Plan for Site

May 18, 2007 Summary Review of Subsurface Data (KEBS)

January 8, 2009 Appraisal of Site

May 10, 2010- Request for Proposals for Sale of 2000 Merritt Road

February 18, 2011 – PM Baseline Environmental Assessment

July 27, 2016 – Title Search (Transnation)

Emails to/from staff regarding DPW Site, eBay, and Merritt Road

Various letters of intent and draft purchase agreements submitted regarding Former DPW site

Hard Copy Building and Planning Division records pertaining to 2000 Merritt Road and the Former DPW site

Planning & Zoning records for applications for site plan and special use permits and for 2000 Merritt Road and the Former DPW Site

Planning & Zoning records regarding rezoning, and ordinances relating to the site, medical marihuana, and adult use marihuana

Council Agendas, Attachments, and Minutes from 04/26/16, 11/7/18, 12/12/18, 2/26/19, 3/5/19, 3/26/19, 4/9/19, 8/13/19, 9/10/19, 10/29/19
CANVASS OF VOTES CAST

IN THE

CITY OF EAST LANSING

AT THE

PRIMARY ELECTION

HELD ON

TUESDAY, AUGUST 6, 2002

AND CANVASSED BY THE BOARD OF CANVASSERS
OF INGHAM COUNTY, MICHIGAN
STATEMENT OF VOTES

THE WHOLE NUMBER OF VOTES GIVEN FOR THE CITY OF EAST LANSING PROPOSAL TO AUTHORIZE SALE OF CITY-OWNED PROPERTY QUESTION

EAST LANSING

<table>
<thead>
<tr>
<th>CITY OF EAST LANSING PROPOSAL TO AUTHORIZE SALE OF CITY-OWNED PROPERTY</th>
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<tbody>
<tr>
<td>Shall the City Council be authorized to sell the 21.24-acre parcel of real property bounded by Haslett Road, Merrill Road, and Park Lake Road, containing the City's Department of Public Works garage facilities, related improvements, and adjacent lands?</td>
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| YES |
| 142 |

| NO |
| 143 |

WAS: FOUR THOUSAND SEVEN HUNDRED SIX 4,706
OF WHICH NUMBER THREE THOUSAND FIFTY NINE 3,059
VOTES WERE MARKED YES
AND ONE THOUSAND SIX HUNDRED FORTY SEVEN 1,647
VOTES WERE MARKED NO
CERTIFICATION OF DETERMINATION

THE BOARD OF CANVASSERS OF THE COUNTY OF INGHAM HAVING ASCERTAINED AND CANVASSED THE VOTES OF SAID PRIMARY ELECTION IN INGHAM COUNTY HELD ON THE 6TH DAY OF AUGUST TWO THOUSAND TWO

DO HEREBY CERTIFY AND DETERMINE:

THAT THE CITY OF EAST LANSING BALLOT PROPOSAL TO AUTHORIZE SALE OF CITY-OWNED PROPERTY HAVING BEEN APPROVED BY AT LEAST THREE FIFTHS OF THE ELECTORS VOTING AT THIS ELECTION AS REQUIRED BY EAST LANSING CITY CHARTER SECTION 4.8 (B) IS DECLARED TO HAVE PASSED
STATE OF MICHIGAN \\}  \\}SS  
COUNTY OF INGHAM \\}  

WE DO HEREBY CERTIFY THAT THE FOREGOING ARE CORRECT STATEMENTS OF THE VOTES CAST IN CITY OF EAST LANSING AT THE PRIMARY ELECTION HELD ON TUESDAY, AUGUST 6, 2002.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE COUNTY OF INGHAM, THIS NINTH DAY OF AUGUST, IN THE YEAR TWO THOUSAND TWO.

Alan Fox, Chair
Kathy Prout, Vice Chair
Edward Liebler
Liza Estlund Olson

ATTEST:
MIKE BRYANTON, INGHAM COUNTY CLERK  
CLERK OF BOARD OF CANVASSERS
City East Lansing

Precincts Counted 17 100.00%
Registered Voters 24,310 100.00%
Ballots Cast 5,343 21.98%

Authorize Sale of City Property
A. Yes 3,059 65.00%
B. No 1,647 35.00%

Meridian Twp Area Annex 1 (ELC)
C. Yes 2,441 74.06%
D. No 1,205 25.94%

Meridian Twp Area Annex 2 (ELC)
E. Yes 3,437 74.96%
F. No 1,148 25.04%

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May 18, 2007

Mr. Mike Tracy
CADA Investment Group, LLC
1427 W. Saginaw Hwy., Suite 200
East Lansing, MI 48823-2433

RE: Summary Review Of Subsurface Data
Former East Lansing DPW Redevelopment Site
Merritt Road
East Lansing, Michigan

Dear Mr. Tracy:

At your request, we have compiled the subsurface data obtained in three separate subsurface investigations that have been performed in recent years at the above-referenced site. We have reviewed this data with respect to the impact that prevailing subsurface conditions can be expected to have on the proposed redevelopment of the site. A cost analysis was also performed. The results of our efforts are presented herein.

Current redevelopment plans for the site consist of construction of several one and two-story commercial/office buildings, with areas exterior to the buildings generally paved with asphalt to provide parking and access. The general location and configuration of the proposed structures is indicated on the Compilation of Subsurface Data drawing, Sheet 1, attached. Also shown on the drawing are the locations of existing structures, as well as the locations of the various test borings/test pits that have been performed in connection with one of the three investigations under review: 1) a preliminary soil investigation involving 13 test borings performed May 10, 2004; 2) test pits performed December 15, 2006; and 3) additional test pits performed April 23, 2007.

Logs of the subsurface profiles observed at the test locations are also presented on Sheet 1. A review of this data readily identifies similar subsurface conditions between some adjacent test locations, and four major zones can be described:

1) an area, generally in the southwestern portion of the site, in which relatively clean (i.e., minimal organic material or debris) existing fill deposits are immediately underlain by
competent bearing native soils at depths generally less than 10 feet below the surface;

2) a large area, generally consisting of the remainder of the site, in which miscellaneous fill deposits containing varying amounts of wood, tree limbs, pieces of asphalt and other debris are underlain by substantial layers of soft black organic peat and/or organic marl. The organic soils are in turn underlain by very soft to soft or medium consistency silty clay soils that extend to depths ranging from about 16 to 27 feet below the surface, where

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a layer of gray silty sand is typically encountered;

3) an area contained in Area #2 above, in which the upper 7 to 10 feet of the subsurface has been used as a domestic landfill; and

4) an area, generally in the central portion of the site, in which salt-contaminated soils have been identified. We should note the while most of this area falls within the limits of Area #2 above, some of the salt contamination extends into Area #1.

The approximate lateral limits of these areas are indicated on Sheet 1. We should note that the drawing also identifies a fifth major soil area, a designated wetlands, in the south-central/southeastern portion of the site. However, development of this area is generally precluded by environmental regulations and no further considerations of the wetlands was included in the present study.

From a geotechnical perspective, the generalized subsurface profile encountered in Area #1 above presents the most favorable conditions for the support of proposed structures. Although building foundations must fully penetrate the upper fill deposits, this can generally be accomplished by relatively shallow open-cut excavations. Moreover, at most locations, the upper fill would be considered a suitable subgrade material and could be left in place and used for the support of pavements and floor slabs.
In contrast, the subsurface conditions identified in Area #2 above are problematic for geotechnical construction. The deep buried layers of organic peat and soft to very soft silty clay are considered to be highly compressible soils, and are subject to on-going consolidation and settlement under the weight of the overlying fill and any surficial structures. Although pile foundations extended through these layers could be used to support the proposed buildings, the relatively modest end-bearing capacities of the underlying soils would necessitate the use of deep and closely clustered friction piles of lengths approaching 35 to 50 feet. Moreover, floor slabs would have to be structurally integrated into the building foundation system, thereby adding to the applied loads and the required pile embedment depths. We understand that the use of deep piles foundations for the types of buildings proposed has been determined by the redevelopment team to be not a viable alternative.

Additionally, construction of asphalt pavements on the subsurface profile prevailing in Area #2 would also prove to be problematic. The use of geo-grids and coarse aggregates could help to stabilize the upper subgrade and reduce the potential for differential settlements, but long-term total settlement of the entire pavement section could not be avoided due to the on-going consolidation of the underlying soft/organic soils. This would necessitate a continuing program of periodic pavement maintenance and asphalt overlays to maintain design grades at the site. Similarly, new sewer installations and other major utilities installed above or within the compressible soil layers would also be subject to long term settlements and the need for periodic repair and maintenance.

Aside from geotechnical considerations, the subsurface conditions identified in Areas #3 and #4 above present environmental concerns that would have an impact on redevelopment of the site. In general, these concerns are being addressed by PM Environmental, Inc., the project environmental consultant. Based on our recent conversations with Mr. Adam Patton of PM Environmental, we
understand that the domestic refuse encountered in Area #3 must be excavated and removed in its entirety from within the areas of proposed development. We understand this material classifies as a Type II waste and must be disposed of accordingly at a registered sanitary landfill. The salt-contaminated soils encountered in Area #4 exhibit sodium and/or chloride concentrations above the Part 201 Cleanup Criteria. With some restrictions, we understand that these soils can be left in place within areas of redevelopment. However, if these soils are excavated and removed from the site, the waste material would classify as a Type II contaminant and must be disposed of at a sanitary landfill.

Based on the foregoing considerations and on our recent conversations with you regarding project tolerances for potential building and pavement settlements, it appears that the most favorable alternative for redevelopment of the site would involve the complete excavation and removal of unsuitable soils from those portions of Area #2 that fall within the influence areas of the proposed buildings and pavements. In addition to the removal of the miscellaneous fill, organic peat/marl and very soft to soft/medium silty clay soil layers identified in this report, soil removal operations will also entail special handling and disposal of the domestic refuse materials encountered in Area #3 and those portions of the salt-contaminated soils encountered in Area #4 that fall within the limits of Area #2.

The mass excavation resulting from removal of unsuitable soils could then be backfilled with suitable engineered fill material that is free of contamination, organic material and debris, and that is placed in lifts and compacted in a controlled manner. Foundations supporting the proposed buildings can be installed as conventional shallow strip and/or spread footings founded within the engineered fill at a minimum frost embedment depth of 3.5 feet below exposed finished grade. Pavements at the site can be constructed directly on the engineered fill subgrade. Total and differential settlements of the completed structures should be within generally accepted tolerances.

Estimated quantities associated with the soil removal operations addressed in this report are indicated on Sheet 1. These quantities, as well as roughly estimated costs, are summarized in
the following

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<tr>
<th>Material Designation</th>
<th>Estimated Quantity</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total Cost</th>
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<td>Soft/Organic Soil Removal</td>
<td>76,290 cubic yards</td>
<td>$5/cy. - $7/cy.</td>
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<td>Domestic Refuse Removal</td>
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<td>Salt Contaminated Soil Removal</td>
<td>67,460 cubic yards</td>
<td>$40/cy. - $50/cy.</td>
<td>$2,698,400 - $3,373,000</td>
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<td>Compacted-In-Place Fill</td>
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<td>$8/cy - $10/cy.</td>
<td>$2,110,960 - $2,648,700</td>
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</table>

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Total Estimated Cost $ 7,598,810 - $ 9,555,730

* Assumes a “fluff” factor of 1.3 for uncompacted bulk fill material.

We trust this letter and the attached drawings provide you with sufficient information to properly evaluate redevelopment options at the site in question. If you have any questions regarding our report, or if we can be of further assistance to you in any respect, please call. It is our pleasure to be of service to you.

(Signer’s identity unknown) Signed by James T. Cruickshank Time: 2007.05.23 16:44:56 -04'00'

Sincerely,
KEBS, Inc.

James T. Cruickshank, P.E.
Project Geotechnical Engineer

Cc: Mr. Jamerson Ries, EIT
KEBS, Inc

Mr. Adam Patton
PM Environmental, Inc.

Attachments

G:\QC\73517 EAST LANSING DPW\05 17 07 SUMMARY REPORT.DOC
LAND FILL MATERIAL AREA

(Approx. 7,000 cyds @ 3', deep)
Total Area = 62'420.71 st.

(Approx. 65'500 stt or 39,000 cyds @ 16', deep)
Total Area = 206,626.51 stt

POOR SOILS AREA

only remove 30' beyond structure limits
The area within a 50 foot radius around the East Lansing-Meridian Water and Sewer Authority Well No. 5 which is located 97.5 feet west of the centerline of Park Lake Road and 407.65 feet north of the east-west one-quarter line of Section 8, T4N, R6W. A part of a parcel described as follows: All that part of the east 41 acres of the west 1/2 of the northeast 1/4 of Section 8, T4N, R6W, Meridian Township, Ingham County, Michigan, lying south of Highway M-78 (old), except a triangular parcel in the northeast corner and south of the south right-of-way line of M-78 (old) described as that part commencing at a point where the south right-of-way line intersects the east 1/8 line, thence south 42°29' west 79.9 feet, thence easterly 49.2 feet to a point on the said east 1/8 line southerly 48.6 feet from the intersection of the south right-of-way line of M-78 (old) and the said east 1/8 line, and point of beginning: conta 10.25 acres more or less. Also that part of the west 39 acres of the west 1/2 of the northeast 1/4 of Section 8, T4N, R6W, Meridian Township, Ingham County, Michigan, lying south of Highway M-78, containing 1 acre, more or less.

*This well was numbered as constructed by the East Lansing-Meridian Water and Sewer Authority; all others were separately numbered as constructed by the City of East Lansing.

EXHIBIT H

WELL No. 5
GRANT OF EASEMENT FOR WELL

In consideration of the sum of One and No/100 Dollars ($1.00) paid, receipt of which is hereby acknowledged, the undersigned, CITY OF EAST LANSING, a Michigan Municipal corporation of 410 Abbott Road, East Lansing, Michigan 48823 (hereinafter referred to as "CITY") hereby grants and conveys to EAST LANSING - MERIDIAN WATER AND SEWER AUTHORITY, a public body corporate organized and existing under and pursuant to Act No. 233, Michigan Public Acts of 1955, as amended, of Post Office Address: 410 Abbott Road, East Lansing, Michigan 48823, and its successors and assigns (hereinafter referred to as "AUTHORITY"), a permanent easement upon and under certain lands situated in the City of East Lansing, County of Ingham, State of Michigan, (hereinafter referred to as "EASEMENT PREMISES") and legally described as follows, to wit:

Well No. 1: Lots A & B of Strathmore No. 2, a subdivision of part of the north fractional 1/2 of Section 18, T4N, R1W, City of East Lansing, Ingham County, Michigan.

Well No. 5: The area within a 50 foot radius around the City of East Lansing Well #5 which is located 315.0 feet east of the east right-of-way line of Alton Road and 217.5 feet north of the south line of East Lansing City Park, now Alton Park, a part of Section 7, T4N, R1W, Meridian Township, Ingham County, Michigan.

Well No. 6: The area within a 50 foot radius around the City of East Lansing Well #6 which is located 372.97 feet east of the east right-of-way line of Alton Road and 427.3 feet south of the south right-of-way line of Michigan State Highway - Temp. I-69, a part of Section 7, T4N, R1W, Meridian Township, Ingham County, Michigan.

Well No. 7: Commencing at a point 33 feet west and 889.0 feet north of the southeast corner of Section 7, T4N, R1W; thence west 290 feet; thence north 220 feet; thence east 290 feet; thence south 220 feet to beginning.

Well No. 8: Part of the South 1/2 of the Southwest 1/4 of Section 8, T4N, R1W, Meridian Township, now City of East Lansing, Ingham County, Michigan, commencing at a point N 1°00'30" west 792 feet and N 89°01'30" east 541 feet of the Southwest corner of Section 8, thence N 89°01'30" east 220 feet, thence S 1°00'30" east 132 feet; thence S 89°01'30" west 220 feet; thence N 1°00'30" west 132 feet to the point of beginning.
Well No. 9: Commencing at a point which is S 89° 32' E 1955.12 feet from the S.W. section corner of Section 7, T4N, R1W, Meridian Township, Ingham County, Michigan, thence N 0°05' E 1154.54 feet to a point of Beginning; Thence along a 290.90 foot radius curve to the left (the long chord of which bears N 19°15' W 192.44 feet) a distance of 196.11 feet; Thence N 38°35' W 163.56 feet, thence along a 58.49 foot radius curve to the right (the long chord of which bears N 18°20' W 38.37 feet) a distance of 39.10 feet; Thence S 89°32' E to the West property line of land owned by St. Thomas Aquinas Church, thence southerly along said West property line to a point which is due East of the Point of Beginning, thence West to the Point of Beginning.

Well No. 10: Part of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan, described as follows: Commencing at a point N 0°57'50" W a distance of 673.45 feet and S 89°01'30" W a distance of 60 feet from the South one-quarter corner of Section 8; thence S 89°01'30" W a distance of 200 feet; thence S 0°57'50" E a distance of 200 feet; thence N 89°01'30" E a distance of 200 feet; thence N 0°57'50" W a distance of 200 feet to the place of beginning.

Well No. 11: The area within a 50 foot radius around the City of East Lansing Well No. 11, which is located 148.3 feet south of the centerline of Burgham Drive and 148.3 feet east of the centerline of Park Lake Road. A part of a parcel described as follows: Northwest 1/4 of Northeast 1/4 of Section 17, T4N, R1W, Township of Meridian, except North 1 rod thereof, also except beginning 1 rod South of 1/4 corner, common to Sections 8 and 17, thence East 1330.2 feet more or less parallel to North line of Section 17 to centerline of Park Lake Road, thence Southerly 300 feet on centerline of said road being also recognized as East 1/8 line of Section 17, thence Westerly parallel with section line 1029.7 feet more or less to point 300 feet from North and South 1/4 line of Section 17, thence South 400 feet parallel to said 1/4 line, thence Westerly 300 feet parallel with section line to North and South 1/4 line, thence North 700.0 feet to beginning, also except Flat of Timberlane Subdivision No. 3 and Timberlane Subdivision No. 4.

Additional Well No. 5: The area within a 50 foot radius around the East Lansing-Meridian Water and Sewer Authority Well No. 5 which is located 67.5 feet west of the centerline of Park Lake Road and 487.63 feet north of the east-west one-quarter line of Section 8, T4N, R1W. A part of a parcel described as follows: All that part of the east 41 acres of the west 1/2 of the northeast 1/4 of Section 8, T4N, R1W, Meridian Township, Ingham County, Michigan, lying south of Highway M-78 (old), except a triangular parcel in the northeast corner and south of the south right-of-way line of M-78 (old) described as that part commencing at a point where the south right-of-way line intersects the east 1/8 line, thence south
42°29' west 79.9 feet, thence easterly 49.2 feet to a point on the said east 1/8 line southerly 48.6 feet from the intersection of the south right-of-way line of M-78 (old) and the said east 1/8 line, and point of beginning: contains 10.25 acres more or less. Also that part of the west 39 acres of the west 1/2 of the northeast 1/4 of Section 8, T4N, R1W, Meridian Township, Ingham County, Michigan, lying south of Highway M-78, containing 1 acre, more or less.

Together with rights of entry thereon for requisite site preparation, construction and operation, maintenance and repair, of water wells and pumping equipment, well house, water distribution and electrical supply lines, construction of which shall be in accordance with applicable location maps, drawings and specifications on file with the AUTHORITY. The boundaries of said EASEMENT PREMISES are as shown in the sketches annexed hereto, as Exhibits A through H, and the requisite consent of the United States Department of Housing and Urban Development to grant of the easement with respect to Well No. 11, is annexed hereto as Exhibit I.

By acceptance of this Grant, and in consideration therefore, the AUTHORITY covenants and agrees that all construction and subsequent repair and maintenance work will be prosecuted with reasonable dispatch, that upon completion of any such work, the surface and grade of the EASEMENT PREMISES shall be restored to like condition as before commencement thereof, and that the AUTHORITY will indemnify the CITY and hold it harmless for any liability legally imposed upon it for damages to third parties arising out of the construction, presence, or operation of the well facilities for which this easement is given.

The CITY reserves the right to use the surface of EASEMENT PREMISES for any purposes that are not inconsistent with and do not interfere with operation of the well facilities by the AUTHORITY or cause damage thereto; it being specifically understood and agreed, however, that neither the CITY nor its, successors, or assigns, shall establish or knowingly permit to be established any sanitary sewer, cesspool, septic tank, or tile
field, in or upon the EASEMENT PREMISES, or within a radius of 100 feet of the well casing.

This instrument is exempt from imposition of transfer tax under the provisions of Act 327 PA 1968, as amended by Act 67 of 1969, Section 5(a).

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the date appearing in the acknowledgment appended hereto.

In the Presence Of:                      CITY OF EAST LANSING, a Michigan Municipal corporation
                                          By:
                                          George L. Griffiths, its Mayor
                                          By:
                                          Beverly R. Colizzi, its Clerk

STATE OF MICHIGAN )                    ss.
COUNTY OF INGHAM )

On this ______ day of ______, 1976, before me personally appeared City of East Lansing, a Michigan Municipal corporation by GEORGE L. GRIFFITHS, its Mayor, and BEVERLY R. COLIZZI, its Clerk, known to be the persons described in and who executed the foregoing Grant of Easement for Well and acknowledged that they executed the same as their free act and deed.

Notary Public
Ingham County, Michigan

My Commission Expires:

DIANA L. GROVE
Notary Public, Ingham County, Mich.
My commission Expires: Aug. 30, 1976

Prepared By:

Philip J. Rosewarne
McGINTY, ROSEWARNE & HALVERSON, P.C.
271 Woodland Pass Suite 103
East Lansing, Michigan 48823

Upon Recording Please Return to Drafter
CERTIFIED BOUNDARY SURVEY

CERTIFICATE OF SURVEY:

I hereby certify only to the parties named hereon that we have surveyed, at the direction of said parties, several parcels of land within:

A parcel of land in the East 1/2 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence S00°18'27"W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32'43"W along said Northerly right of way line 1046.05 feet; thence N00°18'01"E 272.26 feet to the proposed East bound lane of Old M–78; thence N43°52'14"E along said proposed East bound lane 87.99 feet to said East–West 1/4 line; thence N89°48'37"W along said East–West 1/4 line 165.93 feet to the Northwesterly right of way line of Merritt Road; thence N43°52'14"E along said Northwesterly right of way line 685.81 feet to the East line of the West 39 acres of the West 1/2 of the Northeast 1/4 of said Section 8; thence S00°21'07"W along said East line 174.27 feet to said Proposed East bound lane of Old M–78; thence N43°52'14"E along said proposed East bound lane 925.19 feet; thence N80°43'27"E 55.84 feet to said centerline of Park Lake Road; thence S00°18'27"W along said centerline 985.92 feet to the point of beginning.

and that we have found or set, as noted hereon, permanent markers to all corners and angles points of the boundary of said parcel and that the more particular legal description of said parcel is as follows:

Parcel A: A parcel of land in the Southeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence S00°18'27"W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32'43"W along said Northerly right of way line 574.85 feet; thence N00°18'27"E parallel with said centerline 338.07 feet to said East–West 1/4 line; thence S89°48'37"E along said East–West 1/4 line 574.85 feet to the point of beginning; said parcel containing 4.47 acres more or less; said parcel subject to all easements and restrictions if any.

Parcel B: A parcel of land in the Southeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence S00°18'27"W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32'43"W along said Northerly right of way line 574.85 feet to the point of beginning of this description; thence N89°32'43"W continuing along said Northerly right of way line 471.20 feet; thence N00°18'27"W 260.85 feet; thence S89°48'37"E parallel with said East–West 1/4 line 471.23 feet; thence S00°18'27"W parallel with said centerline 263.07 feet to the point of beginning; said parcel containing 2.83 acres more or less; said parcel subject to all easements and restrictions if any.

Parcel C: A parcel of land in the East 1/2 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence N89°48'37"W continuing along said East–West 1/4 line 574.85 feet; thence S00°18'27"W parallel with said centerline 75.00 feet; thence N89°48'37"W parallel with said East–West 1/4 line 471.23 feet; thence N00°18'01"E 11.37 feet to the proposed East bound lane of Old M–78; thence N43°52'14"E along said proposed East bound lane 87.99 feet to said East–West 1/4 line; thence N43°52'14"E continuing along said proposed East bound lane 677.20 feet; thence S45°07'46"E 229.15 feet; thence S27°49'54"E 256.21 feet; thence S89°48'37"E parallel with said East–West 1/4 line 213.00 feet to said centerline; thence S00°18'27"W along said centerline 70.00 feet to the point of beginning; said parcel containing 5.94 acres more or less; said parcel subject to all easements and restrictions if any.

KEBS, INC.
KYES ENGINEERING BRYAN LAND SURVEYS
2118 HASLETT ROAD, HASLETT, MI 48840
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269–761–9800 FAX 269–761–9805

DRAWN BY: KDB  SECTION: 8, T4N, R1W
FIELD WORK BY: NA  JOB NUMBER: 83991.BND
SHEET: 2 OF 3
CERTIFIED BOUNDARY SURVEY

Parcel D: A parcel of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan, the surveyed boundary of said parcel described as:

Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East-West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence N00°18'27"E along said centerline 70.00 feet to the point of beginning of this description; thence N89°48'37"W parallel with said East-West 1/4 line 213.02 feet; thence N27°49'54"W 206.21 feet; thence N46°07'46"W 220.15 feet to the proposed East bound lane of Old M-78; thence N43°52'14"E along said proposed East bound lane 672.83 feet; thence N80°43'27"E 55.54 feet to said centerline of Park Lake Road; thence S00°18'27"W along said centerline 915.52 feet to the point of beginning, EXCEPT: A parcel of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan described as:

Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East-West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence N00°18'27"E 191.27 feet along said centerline; thence N89°41'33"W 53.50 feet to the point of beginning of this description; thence S00°18'27"W 51.00 feet; thence N89°41'33"W 50.00 feet; thence N00°18'27"E 51.00 feet; thence S89°41'33"E 60.00 feet to the place of beginning; said parcel containing 6.42 acres more or less; said parcel subject to all easements and restrictions if any.

40' Storm Drain Easement: An area of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan, the limits of said area described as:

Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East-West 1/4 line 1596.46 feet to the point of beginning of this easement description; thence N89°48'37"W continuing along said East-West 1/4 line 43.10 feet; thence N22°03'56"E 109.65 feet; thence S27°49'54"E 35.97 feet; thence S89°48'37"E parallel with said East-West 1/4 line 13.45 feet; thence S22°03'56"E 75.43 feet to the point of beginning; said easement containing 0.08 acre more or less; said easement subject to all other easements and restrictions if any.

WITNESSES TO SECTION CORNERS:

East 1/4 corner Section 8, T4N, R1W, Liber 3 Page 297
Found monument in rock pile on East & West fence line and tree line North & South
Found nail & tag #26832 West side 36" Oak, N15°E, 23.50'
Found nail & tag #26832 North side 20" Cherry, N55°E, 16.50'
Found nail & tag #53100 South side 16" Cherry, S45°W, 12.41'
1/2" pipe Southwest corner Lot 18 of Woodcreek, West, 36.03'

Center of Section 8, T4N, R1W, Liber 6 Page 286
Found 1/2" bar 20'± West of East Lansing Drive on an old tree line to the North
Found nail & tag #16053 Southwest side 30" Oak, S40°E, 132.70'
Found bar & cop #16053 in sidewalk, East, 89.00'
Found nail & tag East side 14" Maple, South, 19.13'

This survey complies with the requirements of Public Act 132 of 1970, as amended, and is subject to Public Act 591 of 1996, as amended, and was performed with an error of closure no greater than 1 in 5000.

All bearings are derived from the East-West 1/4 line of Section 8 which is shown to bear N89°48'37"W on KEBS Inc. survey Job No. 00-T-63142.

Larry A. Bryan          Date:
Professional Surveyor No. 25832

KEBS, INC.
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-330-1014  FAX. 517-330-8047
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800  FAX. 269-781-9805

DRAWN BY: KDB         SECTION 8, T4N, R1W
FIELD WORK BY: NAW      JOB NUMBER: 83991, BND
SHEET 3 OF 3
SUMMARY APPRAISAL
REPORT OF:

VACANT LAND
(EXISTING BUILDINGS TO BE RAZED)
2000 MERRITT ROAD
EAST LANSING, MICHIGAN
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PART I - INTRODUCTION

SUMMARY OF SIGNIFICANT FACTORS

LOCATION:
Subject property is located along the south side of Merritt Road, north side of Haslett Road, and the west side of Park Lake Road, East Lansing, Michigan.

TYPE OF PROPERTY:
Subject property’s buildings have been vacated. The buildings will be razed for future development.

LAND AREA:
In the property description, I have included two plot plans. The first plot plan is of the entire property which measures 21.24 acres including right-of-ways and a conservation easement. The second plot plan shows a concept plan with 85,000 square feet of building office area and the net land area of 18.38 acres. In addition, there is a conservation easement for 4.09115 acres. This leaves a net acreage of 14.13885. The property is on fill and bad soil. Much of the northerly portion of the property is unbuildable. No one has estimated this area; however, looking at a map, it is approximately 50% leaving 7.06943 acres or 307,944 square feet. (see map located in property description of this report).
Summary of Significant Factors (continued)

Typical building ratio for office is 4:1. Assuming 85,000 square feet could be developed on the site at a 4 to 1 ratio; that would mean 340,000 square feet. For purposes of this appraisal, I have used 340,000 square feet as the usable land area (7.80533 acres).

All utilities are available to the site (water, sanitary sewer, natural gas, telephone, and electricity).

There are two cell towers on the site, each 50' x 50'. The cell towers are not included in this appraisal.

**BUILDING AREA:**

The subject property contains several different buildings used as part of the Department of Public Works. The main office and garage on two levels contains 52,990 square feet. There are five buildings and a salt bin located throughout the site. The highest and best use of the site is to remove these building improvements from the site and develop the land for office development.

**ZONING:**

The current zoning is RM-B2 for 16+ gross acres and B-2 for 4+ gross acres.

**POTENTIAL ZONING:**

Office/Commercial

**HIGHEST AND BEST USE:**

Office/Commercial development

**EXTRAORDINARY ASSUMPTIONS:**

I have assumed that the environmental problem on the property is located in the generally non-usable area, that the contaminant is salt, and does not require removal. It can be left in place on the site. Should this not be true then I reserve the right to re-evaluate subject property.

I have also assumed that the 85,000 square feet as recently designed for the site is the maximum usable office area on the site. At a 4 to 1 ratio, the site has 340,000 square feet of usable area.

I have also assumed that it will cost approximately $300,000 to raze the buildings. This is based upon research by Mr. Timothy Dempsey of the staff for the City of East Lansing.

Finally, I have assumed that the net area of 18.23 acres is the correct net land area of the site, net of any right-of-ways.

**HYPOTHETICAL ASSUMPTIONS:**

None.
INTEREST APPRAISED: Fee simple estate

DATE OF INSPECTION: November 18, 2008

EFFECTIVE DATE OF APPRAISAL: November 18, 2008

DATE OF REPORT: January 8, 2009

ESTIMATED MARKET VALUE\(^1\): $975,000.00

APPRAISER: THE OETZEL - HARTMAN GROUP
Terrell R. Oetzel, MAI, CRE, SGA
321 Woodland Pass, Suite 200
East Lansing, MI 48823
517/336-0001

FILE #: 08-172

---

\(^1\) See Extraordinary Assumptions on Pages ii and 16 of this report.
SUMMARY APPRAISAL
REPORT OF:

VACANT LAND
(EXISTING BUILDINGS TO BE RAZED)
2000 MERRITT ROAD
EAST LANSING, MICHIGAN

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WITHOUT THE PRIOR WRITTEN APPROVAL
OF THE OETZEL - HARTMAN GROUP.
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PART I - INTRODUCTION

SUMMARY OF SIGNIFICANT FACTORS

View of the subject property.
Taken by: TRO  Date taken: 11/18/08

LOCATION: Subject property is located along the south side of Merritt Road, north side of Haslett Road, and the west side of Park Lake Road, East Lansing, Michigan.

TYPE OF PROPERTY: Subject property's buildings have been vacated. The buildings will be razed for future development.

LAND AREA: In the property description, I have included two plot plans. The first plot plan is of the entire property which measures 21.24 acres including right-of-ways and a conservation easement. The second plot plan shows a concept plan with 85,000 square feet of building office area and the net land area of 18.38 acres. In addition, there is a conservation easement for 4.09115 acres. This leaves a net acreage of 14.13885. The property is on fill and bad soil. Much of the northerly portion of the property is unbuildable. No one has estimated this area; however, looking at a map, it is approximately 50% leaving 7.06943 acres or 307,944 square feet. (see map located in property description of this report).
Summary of Significant Factors (continued)

Typical building ratio for office is 4:1. Assuming 85,000 square feet could be developed on the site at a 4 to 1 ratio; that would mean 340,000 square feet. For purposes of this appraisal, I have used 340,000 square feet as the usable land area (7.80533 acres).

All utilities are available to the site (water, sanitary sewer, natural gas, telephone, and electricity).

There are two cell towers on the site, each 50' x 50'. The cell towers are not included in this appraisal.

**BUILDING AREA:**

The subject property contains several different buildings used as part of the Department of Public Works. The main office and garage on two levels contains 52,990 square feet. There are five buildings and a salt bin located throughout the site. The highest and best use of the site is to remove these building improvements from the site and develop the land for office development.

**ZONING:**

The current zoning is RM-B2 for 16+ gross acres and B-2 for 4+ gross acres.

**POTENTIAL ZONING:**

Office/Commercial

**HIGHEST AND BEST USE:**

Office/Commercial development

**EXTRAORDINARY ASSUMPTIONS:**

I have assumed that the environmental problem on the property is located in the generally non-usable area, that the contaminant is salt, and does not require removal. It can be left in place on the site. Should this not be true then I reserve the right to re-evaluate subject property.

I have also assumed that the 85,000 square feet as recently designed for the site is the maximum usable office area on the site. At a 4 to 1 ratio, the site has 340,000 square feet of usable area.

I have also assumed that it will cost approximately $300,000 to raze the buildings. This is based upon research by Mr. Timothy Dempsey of the staff for the City of East Lansing.

Finally, I have assumed that the net area of 18.23 acres is the correct net land area of the site, net of any right-of-ways.

**HYPOTHETICAL ASSUMPTIONS:**

None.

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
INTEREST APPRAISED: Fee simple estate

DATE OF INSPECTION: November 18, 2008

EFFECTIVE DATE OF APPRAISAL: November 18, 2008

DATE OF REPORT: January 8, 2009

ESTIMATED MARKET VALUE\(^1\): $975,000.00

APPRAISER: THE OETZEL - HARTMAN GROUP
Terrell R. Oetzel, MAI, CRE, SGA
321 Woodland Pass, Suite 200
East Lansing, MI 48823
517/336-0001

FILE #: 08-172

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This Summary of Significant Factors must remain attached to this report and is meant only as a summary of this appraisal report.

\(^1\) See Extraordinary Assumptions on Pages ii and 16 of this report.
January 9, 2009

Mr. Timothy Dempsey
Planning and Community Development Administrator
City of East Lansing
410 Abbott Road
East Lansing, MI 48823

Re: Summary Appraisal Report
2000 Merritt Road, East Lansing, Michigan

Dear Mr. Dempsey:

In accordance with your request, I have appraised the above-referenced property. The appraisal states my conclusions of the property market value subject to the various assumptions and limiting conditions set forth in this report.

The purpose of my examination of the subject property is to develop an opinion of the estimated market value of the fee simple estate for the subject property. The appraiser has looked at this property from the standpoint of a value based upon the current use and a value based upon commercial use, as though the buildings were removed from the site. As is discussed in the highest and best use section of this report, the buildings contribute no value; the highest and best use of the site is for the buildings to be razed and the site to be developed as an office/commercial development.

In my valuation of the property as potential office/commercial development of vacant land, I have valued the vacant land and taken off approximately $300,000 for removal of the buildings from the site. I have not considered any environmental problems that may exist on the site. The valuation in this report assumes no environmental problems.

The date of inspection of the subject property was November 18, 2008. The effective date of value is November 18, 2008. The date of this report is January 8, 2009.
The date of value in this assignment is subsequent to the current banking crisis. Although the government has taken a variety of actions, its impact is still yet to be fully felt and most analysts believe that stabilization/recovery is still several quarters off.

Appraisers, as market observers who simulate behavior rather than affect it, await market evidence as to the impact of the credit crunch. It is difficult to get an accurate reading on the investment real estate market because of the smaller number of transactions. While it remains to be seen the impact these current trends will have on the long term, certain trends are apparent. In general prices are down and capitalization rates are up. Current investor behavior reflects a higher cost of capital, concern about the economy, a reduced pool of investors, and more conservative revenue growth assumptions.

The subject property is assumed to have 340,000 square feet of net usable area. (The current buildings contribute no value).

The legal description of the subject appears later in this report.

It is my opinion that the highest and best use of the property is as vacant land for office/commercial development.

The terms "Highest and Best Use" and "Market Value", as utilized in this report, are defined on the sheets following this letter of transmittal titled "Basic Appraisal Definitions".

Market value is conditioned upon utility or use. Real estate is valued at its highest and best use. Highest and best use is an opinion based upon the likely legal use, combined with an analysis of the supply and demand characteristics of the market.

In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Labor and Economic Growth (DLEG). Terrell R. Oetzel, MAI, CRE, SGA is currently licensed as a Certified General Real Estate Appraiser with the State of Michigan, Number 1201000007 (Michigan Department of Labor and Economic Growth (DLEG), Real Estate Licensing Division, P.O. Box 30018, Lansing, MI 48909; 517/241-9201). Mr. Oetzel is also licensed in the State of Ohio and the State of Indiana.

The Appraisal Institute conducts a program of continuing education for its designated members. As of the date of this report, Terrell R. Oetzel, MAI, CRE, SGA has completed the continuing education program of the Appraisal Institute.

Terrell R. Oetzel is also a member of the Counselors of Real Estate (CRE). The Counselors of Real Estate is a select group of full time real estate professionals who are nominated by other real estate professionals for their expertise in real estate, and their status within the profession.

Terrell R. Oetzel 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:

I have made a personal inspection of the property that is the subject of this report.

This appraisal does not represent an inspection by a professional building or environmental inspector. When performing the observations of this property, the appraiser visually observed areas that were readily accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility. The visual inspection was made in order to complete this assignment based upon the scope of work. This observation process does not guarantee that the property is free of defects or environmental problems. Mold may be present in the property and a professional inspection is recommended.

A thorough research project whose objective has been the discovery, confirmation, inspection, and analysis of data pertinent to this valuation situation has been completed.

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 no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

I have complied with the Competency Provision of the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of The Appraisal Foundation.

The statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.

The reported analyses, opinions, 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, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

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.

No one provided significant real property appraisal assistance to the person signing this report.

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 engagement in this assignment is not contingent upon developing or reporting predetermined results.

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.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

It should be noted that many investment property sales in recent years have been syndications and/or based on after tax analysis. Changes in tax laws could affect the subject market. The appraiser can assume no liability for future reaction of the market based upon changes in tax codes.

The forecasts or projections included in this report are utilized to assist in the valuation process and assume certain supply and demand factors, as well as a continued stable economy. These forecasts are therefore subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income and/or value forecasts.

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.

Therefore, subject to the limiting conditions and assumptions contained herein, it is my opinion that the estimated market value of the subject property, effective November 18, 2008, is¹:

**NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS**

$975,000.00

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¹ See Extraordinary Assumptions on Pages ii and 16 of this report.

#08-172

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
This report consists of five parts: Part I - Introduction; Part II - Scope of Work; Part III - Foundation Material; Part IV - Research & Analysis; and Part V - Addenda. If the reviewer of this report should have any further questions, please do not hesitate to contact me.

Respectfully submitted,

THE OETZEL - HARTMAN GROUP

Terrell R. Oetzel

Terrell R. Oetzel, MAI, CRE, SGA
Certified General Real Estate Appraiser
State of Michigan, #1201000007

TRO/paw
File #08-172

This Letter of Transmittal, plus related exhibits, must remain attached to this report in order for the value opinion set forth to be considered valid.
BASIC APPRAISAL DEFINITIONS

AN APPRAISAL:  (noun) the act or process of estimating value; an estimate of value. (adjective) of or pertaining to appraising and related functions, e.g. appraisal practice, appraisal services.

a) 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, 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:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what he or she considers his or her own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. 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.¹

HIGHEST AND BEST USE:  The reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal.

Alternately, the use, from among reasonably probable and legally alternative uses, found to be physically possible, appropriately supported, financially feasible, that results in the highest land value.

It should be recognized that in cases where a site has existing improvements, the highest and best use might very well be determined to be different from the existing use. This existing use will continue, however, unless and until land value at its highest and best use exceeds the total value of the property in its existing use.

FEE SIMPLE ESTATE:  Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.

LEASED FEE ESTATE:  An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others, usually consists of the right to receive rent and the right to repossess at the termination of the lease.

¹ Page 24, The Appraisal of Real Estate, Thirteenth Edition #08-172
STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

Standards Rule ("S.R.") 2-1 of the "Standards of Professional Appraisal Practice of the Appraisal Institute" requires the appraiser to "clearly and accurately disclose any extraordinary assumption or limiting condition that directly affects the appraisal and indicate its impact on value". In compliance with S.R. 2-1, and to assist the reader in interpreting this report, such assumptions and limiting conditions are set forth as follows:

THE APPRAISER HAS ASSUMED:

1. The conclusions and opinions expressed in this report apply to the date of value set forth in the letter of transmittal accompanying this report. The dollar amount of any value opinion or conclusion rendered or expressed in this report is based upon the purchasing power of the American dollar existing on the date of value.

2. The appraiser assumes no responsibility for economic, physical, or demographic factors that may affect or alter the opinions in this report if said economic, physical or demographic factors change after the date of value. The appraiser is not obligated to predict future political, economic, or social trends.

3. In preparing this report, the appraiser was required to rely on information furnished by other individuals or found in previous existing records and/or documents. This includes information with regard to price, terms, dates of sale, parties, location, availability of utilities, time on market, zoning, and conditions of sale for the comparables used. This information has been carefully reviewed and, based upon the appraiser's experience and judgment; there is no reason to doubt its accuracy. However, no warranty is neither expressed or implied, nor is given by the appraiser for accuracy of such information. The appraiser assumes no responsibility for information relied upon and later found to have been inaccurate. The appraiser reserves the right to make such adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

4. No opinion as to the title of the subject property is rendered. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

5. The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, ground water, or structures that render the subject property more or less valuable. No responsibility is assumed for arranging for engineering, geologic, or environmental studies that may be required to discover such hidden or unapparent conditions.

6. Unless otherwise stated, the appraiser has not been provided any information regarding the presence of any material or substance on or in any portion of the subject property or improvements thereon, which material or substance possesses or may possess toxic, hazardous and/or other harmful and/or dangerous characteristics. Unless otherwise stated in the report, the appraiser did not become aware of the presence of any such material or substance during the inspection of the subject property. However, the appraiser is not qualified to investigate or test for the presence of such materials or substances. The presence of such materials or substances may adversely affect the value of the subject property. The value estimated in this report is predicated on the assumption that no such material or substance is present on or in the subject property or in such proximity thereto that it could cause a loss in value. The appraiser assumes no responsibility for the presence of any such substance or material on or in the subject property, nor for any expertise or engineering knowledge required to discover the presence of such substance or material. Unless otherwise stated, this report assumes the subject property is in compliance with all federal, state, and local environmental laws, regulations, and rules.

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
Statement of General Assumptions and Limiting Conditions (continued)

7. Unless otherwise stated, the subject property is appraised assuming it to be in full compliance with all applicable zoning and land use regulations and restrictions.

8. Unless otherwise stated, the property is appraised assuming that all required licenses, permits, certificates, consents or other legislative and/or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area of the subject property was taken from sources considered reliable and no encroachment of the subject property is considered to exist.

10. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

11. Maps, plats, and exhibits included in this report are for illustration only to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

12. No opinion is intended to be expressed for matters, which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

14. The possession of the appraisal report, or any copy or portion thereof, by client or any third party does not include or confer any rights of publication or redistribution of the appraisal report other than to such persons or entities identified in this agreement. All rights, title, and interest in (1) any data gathered by appraiser in the course of preparing the appraisal report (excluding any data furnished by or on behalf of client) and (2) the content of the appraisal report prepared pursuant to this agreement shall be vested in appraiser. Subject to the foregoing, client shall have the right to possess a copy of the appraisal report and to disclose the report to client's attorneys, accountants or other professional advisors in the course of client's business affairs relating to the property that is the object of the appraisal report, provided that such attorneys, accountants or advisors are advised of appraiser's rights under this agreement prior to receipt of such appraisal report. However, neither all nor selected portions of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the signatories of this appraisal report.

15. This appraisal report is subject to the rules and regulations of the Appraisal Institute and may, under certain conditions, be subject to confidential review by a duly constituted committee of that organization.

16. The appraiser has assumed that as of the effective date of this appraisal report, the property is subject to normal easements and restrictions of record, which are considered to be standard and typical for a property of this type, and are not considered to adversely affect the normal use or the estimated market value of the subject property.
Statement of General Assumptions and Limiting Conditions (continued)

17. Unless otherwise stated, the subject property is appraised as though free and clear of all liens, mortgages, obligations, or encumbrances. Unless otherwise stated, the valuation estimate is of real property only and does not include any estimate of business value, or the value of any equipment, furniture, fixtures, or chattels which may be located on the property, except those items necessary for the operation of the building such as heating and air conditioning equipment, lighting, etc., or as otherwise noted.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Unless otherwise stated, I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed 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 fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

19. Going-concern value is the value created by a proven property operation in which the physical real estate assets are an integral part of the ongoing business. Golf courses, hotels, nursing homes, and other properties that require intensive management are properties commonly appraised in this manner. The market value as a going-concern may include an intangible enhancement of the value of an operating business enterprise, which is associated with the process of assembling the land, improvements, equipment, and marketing operation.

20. The liability of The Oetzel-Hartman Group, its employees, and/or agents is limited only to the client who is paying the Fee ("Client") and to the amount of the fee actually received by the firm. Further, acceptance and use of this report constitutes an agreement that there is no accountability, obligation, or liability to any third party. If this report is given to anyone other than the Client, the Client shall make such party aware of all of the limiting conditions and assumptions of this assignment. The appraiser is not responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, whether physical, financial, and/or legal. In the case of limited partnership, syndication, or stock offering in real estate, Client agrees that in the case of a lawsuit (brought by lender, partner or part owner in any form of ownership, as well as tenant, or any other party), any and all awards of settlements of any type in such suit, regardless of the outcome, the Client and all parties will completely hold harmless The Oetzel-Hartman Group, its employees and/or agents in any such action. Any party who uses or relies upon any information in this report, without the preparer's written consent does so at his/her own risk. Due to the ever changing nature of market conditions, and the ongoing evolution of additional information, the information in this report is dated and may not be reliable past the date of this report.

21. Client agrees to defend, indemnify and hold harmless The Oetzel-Hartman Group, its employees and/or agents, from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against the Oetzel-Hartman Group, its employees and/or agents, by any third party that if proven to be true would constitute a breach by client of any of client's obligations, representations or warranties made, or any violation by client of any federal, state, or local law, ordinance or regulation, or common law (a "claim"). In the event of a claim, The Oetzel-Hartman Group, its employees, and/or agents, shall promptly notify client of such claim, and shall cooperate with client in the defense or settlement of any claim. Client shall have the right to select legal counsel to defend any claim, provided that The Oetzel-Hartman Group shall have the right to engage independent counsel at The Oetzel-Hartman Group's expense to monitor the defense or settlement of any claim. Client shall have the right to settle any claim, provided that The Oetzel-Hartman Group shall have the right to approve any settlement that results in any modification of The Oetzel-Hartman Group's rights, which approval will not be unreasonably withheld, delayed or conditioned.
QUALIFICATIONS

TERRELL R. OETZEL, MAI, CRE, SGA

EDUCATION:

1962 Bachelor of Science, Ohio State University, Agricultural, Economics, and Business
1964 Masters of Science, Michigan State University, College of Agriculture, Agricultural Economics Department, Course of study - Real Estate Appraising
1964 Appraisal 1, American Institute of Real Estate Appraisers
1965 Appraisal 2, American Institute of Real Estate Appraisers
1966 Appraisal 4, American Institute of Real Estate Appraisers
1971 Modern Market Analysis I
1973 Modern Market Analysis II & III
1973 AIREA - Teacher Certificate Seminar IA
1974 Educare Course I
1975 Tax Considerations in Real Estate Transactions
1976 Appraisal VI, American Institute of Real Estate Appraisers
1977 AIREA: Instructors Seminar
1978 AIREA: Income Capitalization Course
1980 AIREA: Business Valuation Seminar
1981 AIREA: Basic Computer Programming Seminar
1981 AIREA: HP-38 Advance Seminar
1982 AIREA: Writing Techniques Seminar
1983 AIREA: Lease Seminar
1984 AIREA: Computer Seminar, Electronic Spread Sheet
1985 AIREA: Risk Analysis Seminar
1986 AIREA: Report Writing Seminar
1986 AIREA: Investment Analysis, Computer Assisted Course
1987 AIREA: Faculty Seminar
1989 AIREA: UCIR Existing & Short Forms Seminar
1989 AIREA: Rate Extraction Seminar
1989 AIREA: Valuation Litigation/Mock Trial Seminar
1989 AIREA: Money Market and Its Impact on Real Estate Seminar
1989 AIREA: Applied Sales Comparison Approach Seminar
1990 AIREA: Residential State Certification Review
1990 AIREA: General State Certification Review
1991 AI: Feasibility & Highest and Best Use Seminar
1991 AI: Land Fills and Their Effect Upon Value
1991 AI: RTC Affordable Housing Disposition Seminar
1992 AI: Faculty Audit - Comprehensive Exam Review Seminar
1992 AI: Faculty Audit - Advance Applications Course
1992 AI: Pro-Ject Software Seminar
1992 AI: Low and Moderate Income Housing Seminar
1992 AI: Employee/Independent Contractor Impact of IRS Audit on an Appraisal Seminar
1993 AI: Review of Appraisal Guidelines Seminar
1993 AI: Americans With Disabilities Act Seminar
1994 CRE: Technology in Real Estate Seminar
1994 AI: Understanding Limited Appraisals - General - Seminar
1995 AI: 510 Advance Income Capitalization Course

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EDUCATION (continued):

1995  AI:  Faculty Workshop Seminar
1995  AI:  The Challenge of Technology Seminar
1996  AI:  The Internet and Appraising Seminar
1996  AI:  The High-Tech Appraisal Office Seminar
1996  AI:  Litigation Seminar
1997  AI:  430 Standards of Professional Practice
1997  AI:  Public Interest Value Seminar
1997  AI:  SPP 430 – Instructors Seminar
1998  AI:  Condemnation Seminar
1998  AI:  Eminent Domain and Condemnation Appraisals
1998  AI:  Litigation Valuation Overview
1998  AI:  Supporting Sales Comparison Gain Adjustments
1998  Appraisal Foundation:  Standards of Appraisal Practice Seminar
1998  Appraisal Foundation:  1999 USPAP Review
1999  Appraisal Foundation:  1999 Instructor Training Session
1999  AI:  Attacking and Defending an Appraisal in Litigation
1999  AI:  Understanding and Testing DCF Valuation Model
1999  AI:  Valuation and the Evolution of the Real Estate Capitalization Markets
1999  AI:  Course 705 – Litigation Appraising
2000  AI:  Partial Interest Valuation - Undivided
2000  AI:  Real Estate Disclosure
2001  AI:  USPAP Update for 2001
2001  AI:  USPAP Update for 2002
2001  AI:  Real Estate Value Cycles
2001  AI:  Real Estate Underwriting and Issues
2002  AI:  Feasibility Analysis, Market Value, and Investment Timing
2002  Appraisal Foundation:  Instructors Certification Course (AQB Certified USPAP Instructor)
2002  AI:  Separating Real and Personal Property
2002  AI:  Feasibility Analysis, Market Value and Investment
2003  AI:  Evaluating Commercial Construction
2003  AI:  7-Hour USPAP
2004  Appraisal Foundation:  AQB USPAP Instructor Re-Certification
2004  AI:  Land Valuation Adjustment Procedures
2004  AI:  North American Valuation Summit
2004  AI:  Canadian & U.S. Hotel Market Trends
2005  AI:  Business Practices and Ethics
2005  AI:  7-House National USPAP
2007  AI:  Valuation of Conservation Easements
2007  AI:  Appraising Waterfront and Lakeshore Properties
2007  AI:  Making Sense of GIMS, OARS, and DCFS

EXPERIENCE, TEACHING, AND LECTURE:

1962 to 1965  Research and Analysis for Appraisers
1965 to 2005  Partner, The Oetzel - Williams Group Appraisal Services, specializing in investment properties
1969 to 1980  Instructor for Lansing Community College, teaching several different appraisal courses
1970  Lecturer, Michigan State University
1971 to 1983  Instructor in Appraisal Courses I, II and III for University of Michigan
1973 to Date  American Institute of Real Estate Appraisers Course Faculty, teaching Principles, Procedures, Residential, Standards of Professional Practice, Capitalization Theory and Techniques A, Capitalization Theory and Techniques B, Case Study, and Report Writing
1980 to Date  American Institute of Real Estate Appraisers Seminar Faculty: Lease Seminar, Income Capitalization Seminar, and R-41B Seminar
1984 to 1986  Michigan Tax Assessors Board; Lease Analysis and Cash Equivalent Seminars

#08-172  THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
EXPERIENCE, TEACHING, AND LECTURE (continued):

1987    REALEX Meetings, Tokyo, Japan; "Investment Property Values in the United States".
1988    Pan Pacific Meetings, Christchurch, New Zealand; "How the American Institute of Real Estate Appraisers is Poised for Future Growth".
1988    FiABCi Meetings, Melbourne, Australia; "Appraising with Modern Technology".
1991 to 1997    Greater Lansing Board of Realtors - Standards of Professional Practice
1998    Columbus, OH    420 Standards of Professional Practice
1998    Troy, MI    430 Standards of Professional Practice
1999    Columbus, OH    410 Standards of Professional Practice
2000    Novi, MI    510 Income Capitalization
2000    Troy, MI    410 and 420 Standards of Professional Practice
2001    Flint, MI    430 Standards of Professional Practice
2001    Troy, MI    430 Standards of Professional Practice
2003    Delta College, MI    15-hour Appraisal Foundation USPAP Course
2003    Holloway Institute, MI    15-hour Appraisal Foundation USPAP Course
2006    Troy, MI    15-Hour USPAP Course
2007    Troy, MI    15-Hour USPAP Course
2005 to Date    Partner, The Oetzel-Hartman Group, specializing in investment properties

PROFESSIONAL RECOGNITION:

National:

1971    Awarded Senior Residential Appraiser of the Society of Real Estate Appraisers (SRA)
1971    Awarded Member of Appraisal Institute of the American Institute of Real Estate Appraisers (MAI) designation (No. 4637)
1972    Awarded Senior Real Property Appraiser of the Society of Real Estate Appraisers (SRPA)
1975    National Academic Liaison Committee, American Institute of Real Estate Appraisers
1976-1981    Recipient of the Professional Recognition Award, American Institute of Real Estate Appraisers
1976-1978    National Appraisal Review Committee, American Institute of Real Estate Appraisers
1977-1979    Education Committee, American Institute of Real Estate Appraisers
1979-1980    Chairman, Division of Teacher Training and Certification, American Institute of Real Estate Appraisers
1981    Education Committee, American Institute of Real Estate Appraisers
1981-1989    Certified through September 1989, American Institute of Real Estate Appraisers
1982    Vice Chairman of Education, American Institute of Real Estate Appraisers
1982    Member, Appellate Division, American Institute of Real Estate Appraisers
1982-1986    Member, Great Lakes Regional Committee, American Institute of Real Estate Appraisers
1983-1984    Chairman, National Professional Advancement and Member Services Committee, American Institute of Real Estate Appraisers
1983-1989    Member, National Executive Committee, American Institute of Real Estate Appraisers
1981-1987    Governing Council, American Institute of Real Estate Appraisers
1985-1986    Chairman, National Education Committee, American Institute of Real Estate Appraisers
1987    Awarded Counselors of Real Estate (CRE) designation (#1112)
1987    Vice President, American Institute of Real Estate Appraisers
1988    Chairman, National Executive Committee, American Institute of Real Estate Appraisers
1988    President, American Institute of Real Estate Appraisers
1989    Chairman, Committee to Nominate Governing Councilors, American Institute of Real Estate Appraisers
1989    Chairman, Master's Degree Task Force, American Institute of Real Estate Appraisers
1989    Member, National Executive Committee, American Institute of Real Estate Appraisers
1988-1992    Member, Research & Educational Trust Fund Committee, American Institute of Real Estate Appraisers
1989-1991    Member, Past Presidents Award Committee, American Institute of Real Estate Appraisers
1990    Chairman, Committee to Nominate Officers, American Institute of Real Estate Appraisers

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
PROFESSIONAL RECOGNITION (Continued):

1990  National Admissions Committee, Chief Examiner-Masters, American Institute of Real Estate Appraisers
1990  Masters Degree Board, Chief Examiner, American Institute of Real Estate Appraisers
1990  Education Committee, American Society of Real Estate Counselors
1990  Planning and Policy Committee, American Institute of Real Estate Appraisers
1990-1991 Masters Degree Board, Chief Examiner, American Institute of Real Estate Appraisers
1990-1991 Education Committee, American Society of Real Estate Counselors
1990  Planning and Policy Committee, American Institute of Real Estate Appraisers
1993-1994 Appraisal Standards Council, Appraisal Institute
1993-1994 Appraisal Institute - Chairman of Task Force to Revise Professional Code of Ethics
1993-1995 Appraisal Institute - Body of Knowledge Committee
1993-1995 Appraisal Institute - Appraisal Standards Council
1991-1999 Appraisal Institute - Member, Region III Regional Committee
1996-1997 Appraisal Institute - Regional Chairman of Region III
1996-1997 Appraisal Institute - Board Of Directors
1997-1999 Appraisal Institute - Government Relations Committee
2000  Awarded SGA designation from The Society of Golf Appraisers
2001-2003 Appraisal Institute - Member of the Appraisal Standards Council
2006-2008 Appraisal Institute - Member of Education Trust Fund Committee

State:

1969-1971 Treasurer, Society Real Estate Appraisers
1971-1972 Board of Directors, Society of Real Estate Appraisers
1970-1971 Secretary, American Society of Appraisers
1972-1973 Treasurer, American Society of Appraisers
1972-1973 Treasurer, Society of Real Estate Appraisers
1971-1973 Ethics Committee, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1972-1974 Board of Directors, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1974-1975 Chairman, Appraisal Review Committee, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1975  Treasurer, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1976  Secretary, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1976  Candidate Guidance Committee, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1977  Second Vice President, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1978  First Vice President, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1978  Chairman, Public Relations Committee, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1979  President, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1980-1988 Board of Directors, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1981-1983 Governing Council, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1982-1984 Chairman, Professional Advancement and Member Services Committee, Michigan Chapter No. 10, American Institute of Real Estate Appraisers
1986-1987 Michigan Chapter No. 10, American Institute of Real Estate Appraisers Board of Directors
1990  Member, Admissions Committee, Michigan Chapter No. 10, AIREA
1993  Chairman, Task Force, Great Lakes Chapter of the Appraisal Institute
1984  Chairman, External Relations Committee
1981-1995 Member of Region III Committee
1996-1997 Ex-Officio Member of Great Lakes Chapter Board of Directors
2002-2004 Member State of Michigan Board of Real Estate Appraisers
2004  Chairman, State of Michigan Board of Real Estate Appraisers
2005-2007 Chairman, Great Lakes Chapter Legislative Committee
2006  Recipient of The Great Lakes Chapter Connie A. Vickroy Distinguished Service Award

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
Local:
1964 to Date    Lansing Board of Realtors
1974-1975    Educational Committee, Lansing Board of Realtors
1977    Program and Special Events Committee, Lansing Board of Realtors
1981-1982    Computer Study Committee, Lansing Board of Realtors
1989-1992    Professional Standards Committee, Lansing Board of Realtors
1989-1992    Strategic Plan Implementation Committee, Lansing Board of Realtors (1992 - Vice Chairman)
1991-1992    Appraisal Committee, Greater Lansing Board of Realtors
1992    Board of Directors, Greater Lansing Board of Realtors
1992    Education Committee, Greater Lansing Board of Realtors
1991-1994    Appraisal Committee, Greater Lansing Board of Realtors
1992-1995    Board of Directors, Greater Lansing Board of Realtors

APPRAISAL ASSIGNMENTS INCLUDE:

All types of real estate interests appraised including subsurface and air rights.
Purposes of appraisal include:
  Estate Planning
  Trust establishment and review
  Periodic corporation real estate inventory
  Investment counseling
  Financing
  Real estate tax review
  Inheritance tax

Partial taking or before and after appraisal experience includes:
  Highways
  Pipelines
  Overhead transmission lines
  Gas storage fields
  Avigation easements
  Special purpose properties

Court testimony since 1966 before the Michigan Tax Tribunal and several different local, circuit courts in the State of Michigan, and federal courts.

COUNSELING SERVICES OFFERED:

- Economic feasibility studies for motor hotels, low rise and hi-rise apartments, office buildings, shopping centers, commercial and townhouse developments, professional office buildings, and extended care medical facilities.
- Site selection for real estate development
- Investment management and periodic review

In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Labor and Economic Growth (DLEG). Terrell R. Oetzel, MAI, CRE, SGA is currently licensed as a Certified General Real Estate Appraiser with the State of Michigan, Number 12010000007 (Michigan Department of Labor and Economic Growth (DLEG), Real Estate Licensing Division, P.O. Box 30018, Lansing, MI  48909; 517/241-9201). Mr. Oetzel is also licensed in the State of Ohio, Number 390241, and the State of Indiana, Number CG49400226.
PART II - SCOPE OF WORK

Purpose: The purpose of this assignment is to estimate the market value of subject property assuming a market sale as of the effective date of value.

Client and Intended User of this Report: The client and intended user is the City of East Lansing. The appraiser does not intend use of this report by others.

Intended Use of this Report: This report is intended for use only as a guide for a possible sale of subject property. This report is not intended for any other use.

Type of Report: This appraisal is presented in a summary use format that describes the property to be appraised and presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the value estimate. Supporting documentation has been retained in the appraiser’s file. The depth of discussion is specific to the client’s needs and for the intended use.

Property Being Appraised: Subject property is located along the south side of Merritt Road, north side of Haslett Road, and the west side of Park Lake Road, East Lansing, Michigan. The subject property contains several different buildings used as part of the Department of Public Works. The main office and garage on two levels contains 52,990 square feet. There are five buildings and a salt bin located throughout the site. The buildings have been vacated and will be razed for future development.

Legal Description: The legal description is as follows:

A parcel of land in the East ½ of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East ¼ corner of said Section 8; thence N89°48’37"W along the East-West ¼ line 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence S00°18’27"W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32’43"W along said Northerly right of way line 1046.05 feet; thence N00°18’01"E 272.26 feet to the proposed East bound lane of Old M-78; thence N43°52’14"E along said proposed East bound lane 87.99 feet to said East-West ¼ line; thence N89°48’37"W along said East-West ¼ line 165.93 feet to the Northwesterly right of way line of Merritt Road; thence N43°52’14"E along said Northwesterly right of way line 565.81 feet to the East line of the West 39 acres of the West ½ of the Northeast ¼ of said Section 8; thence S00°21’07"W along said East line 174.27 feet to said proposed East bound lane of Old M-78; thence N43°52’14"E along said proposed East bound lane 925.19 feet; thence N80°43’27"E 55.84 feet to said centerline of Park Lake Road; thence S00°18’27"W along said centerline 985.52 feet to the point of beginning; said parcel containing 21.24 acres more or less; said parcel subject to all easements and restrictions if any.
**Interest Appraised:** The interest appraised is the fee simple market value of the subject property as of the effective date of value.

**Extraordinary Assumptions:** I have assumed that the environmental problem on the property is located in the generally non-usable area, that the contaminant is salt, and does not require removal. It can be left in place on the site. Should this not be true then I reserve the right to re-evaluate subject property.

I have also assumed that the 85,000 square feet as recently designed for the site is the maximum usable office area on the site. At a 4 to 1 ratio, the site has 340,000 square feet of usable area.

I have also assumed that it will cost approximately $300,000 to raze the buildings. This is based upon research by Mr. Timothy Dempsey of the staff for the City of East Lansing.

Finally, I have assumed that the net area of 18.23 acres is the correct net land area of the site, net of any right-of-ways.

**Hypothetical Conditions:** None.

**Inspection of Property:** Terrell R. Oetzel, MAI, CRE, SGA inspected subject property on November 18, 2008. The buildings have been inspected on earlier appraisal assignments. The buildings have been vacated, contribute no value, and an interior inspection of the vacant buildings was not necessary.

**Effective Date of Value:** The effective date of value for this appraisal is November 18, 2008.

**Date of the Report:** The date of this report is January 8, 2009.

**Ownership and History of the Subject Property:** In the Addenda of this report is a history of the subject site as far as the most recent sale agreement. On or about November 24, 2003, Strathmore Development entered into an agreement to purchase subject property for $2,200,000. This agreement was amended; the agreed upon sale price by the buyer was $2,300,000. It was finally agreed upon or about December 2, 2003. As the developer tried to deal with the site, the use changed from commercial to office. Half of the site was declared unusable. A letter was sent by the City of East Lansing attorney, Mr. Dennis McGinty, to Strathmore Development on June 2, 2008 indicating that after ten amendments, the contract was null and void.
Thus, Strathmore Development had the property under contract and were attempting to develop it for over a period of five years but the sale did not go through.

To the best of my knowledge the property is not currently listed for sale with any broker; there are no pending sales of the subject being negotiated and the property has not sold.

**Type and Extent of Market Data Considered:** The scope of this assignment includes a personal inspection of subject property and the collecting, confirming, analyzing, and reporting of data regarding the subject property and pertinent data necessary to complete the applicable approaches to value. Furthermore, the scope of work includes collecting and analyzing market area, regional, city, neighborhood, and subject property data to solve the appraisal problem.

The first step is to estimate the highest and best use of the property being appraised; this has been completed in the highest and best use section of this report. The second step is to evaluate the amount and type of information research and the analysis applied in this appraisal assignment.

The subject property is considered vacant land. The Greater Lansing Area was searched for comparables. The comparable data utilized in this appraisal assignment has been collected from various sources that include public records, brokers, sellers, buyers, other appraisers, and data contained in the appraiser’s file.

**Type and Extent of Valuation Analysis:** The approaches commonly used in an appraisal include the income approach, the sales comparison approach, and the cost approach. Subject property is considered a vacant parcel; thus, only the sales comparison approach is considered applicable.

The sales comparison approach uses sales of similar type property to value subject property. This approach is based upon the principal of substitution. It assumes that a potential purchaser will not pay more for subject property than an equally desirable substitute property. Each comparable is adjusted to subject property. This is the only applicable approach and the only approach used in this report.

The appraiser has reconciled the data collected and the analysis completed into a final market value for subject property. The final value does not include personal property.
PART III – FOUNDATION MATERIAL

PROPERTY DESCRIPTION

The purpose of this section is to briefly define those elements of physical description that influence the appraised property's value and assist the reader in visualizing the property and its relationship to the area. This is accomplished by a combination of exhibits and narrative description.

Maps Locating Subject Property
Region and Area Data
Market Area Analysis
Site Description
Description of the Improvements
Zoning
Real Estate Property Taxes and Assessments
REGION AND AREA DATA

Any valuation of real property involves an analysis of the historic and forecasted economic conditions in which the property is located. The following is a discussion of the location and transportation characteristics, demographic and economic conditions, and development trends for the Greater Lansing Area.

DEFINITION & LOCATION: Subject property is located in the Lansing-East Lansing Metropolitan Statistical Area (MSA), whose urban core is the Lansing urbanized area, and component counties are Clinton, Eaton and Ingham. The cities of Lansing, East Lansing, Charlotte, Grand Ledge, Mason, Dewitt and St. Johns, and Townships of Bath, Delhi, Delta, DeWitt, Meridian, and Williamstown are the most populated areas within the Lansing-East Lansing MSA.

The Lansing-East Lansing MSA is centrally located in the southern portion of Michigan’s Lower Peninsula, placing it within 90 minutes of 90 percent of Michigan’s population, and within a four hour driving time of the following urban centers:

<table>
<thead>
<tr>
<th>City</th>
<th>Distance to Lansing-East Lansing MSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago</td>
<td>217 miles Southwest</td>
</tr>
<tr>
<td>Cleveland</td>
<td>236 miles Southeast</td>
</tr>
<tr>
<td>Columbus</td>
<td>260 miles Southeast</td>
</tr>
<tr>
<td>Detroit</td>
<td>96 miles Southeast</td>
</tr>
</tbody>
</table>

POPULATION: The table below provides the population for the Lansing-East Lansing MSA, and component counties of Clinton, Eaton, and Ingham. The total urban/suburban population is the sum of the population of the Cities of Lansing, East Lansing, Charlotte, Grand Ledge, Mason, Dewitt and St. Johns, and Townships of Bath, Delhi, Delta, Dewitt, Meridian and Williamstown. The rural population is the difference between the population of the Lansing-East Lansing MSA and the total urban population.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan</td>
<td>8,881,826</td>
<td>9,262,078</td>
<td>9,259,297</td>
<td>9,938,444</td>
<td>10,364,931</td>
</tr>
<tr>
<td>Lansing-East Lansing MSA</td>
<td>378,424</td>
<td>419,749</td>
<td>432,674</td>
<td>447,728</td>
<td>457,962</td>
</tr>
<tr>
<td>Clinton County</td>
<td>48,493</td>
<td>55,892</td>
<td>57,883</td>
<td>54,753</td>
<td>72,571</td>
</tr>
<tr>
<td>Eaton County</td>
<td>68,893</td>
<td>88,333</td>
<td>92,870</td>
<td>103,655</td>
<td>111,801</td>
</tr>
<tr>
<td>Ingham County</td>
<td>261,036</td>
<td>275,523</td>
<td>281,913</td>
<td>279,320</td>
<td>273,590</td>
</tr>
<tr>
<td>Total Urban/Suburban Population</td>
<td>277,178</td>
<td>298,878</td>
<td>306,454</td>
<td>316,641</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Rural Population</td>
<td>101,246</td>
<td>120,871</td>
<td>126,220</td>
<td>131,087</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Region and Area Data (continued)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan</td>
<td>11.9%</td>
<td>1,056,618</td>
<td>679,147</td>
<td></td>
</tr>
<tr>
<td>Lansing-East Lansing MSA</td>
<td>18.3%</td>
<td>69,304</td>
<td>15,054</td>
<td></td>
</tr>
<tr>
<td>Clinton County</td>
<td>33.5%</td>
<td>16,260</td>
<td>6,870</td>
<td></td>
</tr>
<tr>
<td>Eaton County</td>
<td>50.5%</td>
<td>34,762</td>
<td>10,776</td>
<td></td>
</tr>
<tr>
<td>Ingham County</td>
<td>7.0%</td>
<td>18,284</td>
<td>(2,593)</td>
<td></td>
</tr>
<tr>
<td>Total Rural Population</td>
<td>29.5%</td>
<td>29,841</td>
<td>4,887</td>
<td></td>
</tr>
</tbody>
</table>

The population of the Lansing-East Lansing MSA increased 18.3% from 1970 to 2000, compared to a 12.3% increase for the State of Michigan. The 2000 census reported a decline in the population of Ingham County of -0.9%; whereas, Clinton and Eaton Counties increased their populations. The Cities of Lansing and East Lansing, primarily located in Ingham County, reported population declines of 14,753 and 5,093 respectively from 1970 to 2000. Population growth within the Lansing-East Lansing MSA has primarily been located in Delhi, Dewitt, and Meridian Townships, which respectively reported population increases of 10,727, 13,246, and 21,875 over the 1970 to 2000 period.

The forecasted population for the Lansing-East Lansing MSA indicates a +2.3% (+10,234) change in population from 2000 to 2008, compared to a forecasted +4.3% increase for the State of Michigan. The Cities of Lansing and East Lansing are forecasted to decline in population by -2.5% (-3,118) and -2.1% (-957) respectively. Forecasted data is not available on a township basis; however, given the forecasted +2.3% increase in the Lansing-East Lansing MSA one can assume that the townships are forecasted to increase in population through 2008.

INCOME: The table below provides historical and forecasted average household income data for the Lansing-East Lansing MSA, and component counties of Clinton, Eaton and Ingham; Cities of Lansing, East Lansing, Charlotte, Grand Ledge, Mason, Dewitt and St. Johns; and Townships of Bath, Delhi, Delta, Dewitt, Meridian and Williamstown.

<table>
<thead>
<tr>
<th>Municipality/Area</th>
<th>1990</th>
<th>2000</th>
<th>2007</th>
<th>2012</th>
<th>Compound Annual Rate of Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan</td>
<td>$38,064</td>
<td>$57,400</td>
<td>$71,530</td>
<td>$84,997</td>
<td>4.2%</td>
</tr>
<tr>
<td>Lansing-East Lansing MSA</td>
<td>$38,027</td>
<td>$55,361</td>
<td>$68,780</td>
<td>$81,146</td>
<td>3.8%</td>
</tr>
<tr>
<td>Clinton County</td>
<td>$40,416</td>
<td>$62,287</td>
<td>$74,938</td>
<td>$86,075</td>
<td>4.4%</td>
</tr>
<tr>
<td>Eaton County</td>
<td>$40,384</td>
<td>$57,189</td>
<td>$70,160</td>
<td>$81,874</td>
<td>3.5%</td>
</tr>
<tr>
<td>Ingham County</td>
<td>$38,781</td>
<td>$53,170</td>
<td>$66,725</td>
<td>$79,550</td>
<td>3.2%</td>
</tr>
</tbody>
</table>

SOURCE: Site To Do Business – www.stctonline.com

The average household income for the Lansing-East Lansing MSA increased at a 3.8% annual compounded rate over the 1990 to 2000 period compared to 4.2% for the State of Michigan. Clinton County reported the highest annual increase at 4.4% with Eaton County and Ingham
County at 3.5% and 3.2% respectively. The rate of income growth slowed across all areas between 2000 and 2007, with the exception of Ingham County that basically remained flat. Projected income growth over the next 5 years is anticipated to increase across the State and region, with the State of Michigan projected to grow at 3.5%, with the Lansing-East Lansing MSA anticipating a similar 3.4% annual rate of income growth.

The municipalities with the highest average household income are Williamstown Township at $89,526, the City of DeWitt at $75,957, and Meridian Township at $75,860. The City of Lansing reported the lowest average household income at $42,715, followed by the City of Charlotte at $44,994, and the City of East Lansing at $47,605.

**EMPLOYMENT ECONOMIC BASE ANALYSIS:** Lansing's economic base began to form in the mid-nineteenth century. Lansing became the capital of the State of Michigan by an act of the legislature in 1847. Michigan State University, located in East Lansing, was founded in 1855 and was the first land grant college in the nation. In the first part of the century, Lansing pioneered the REO cars, Durant, Fisher Body, Oldsmobile, and Motor Wheel. These plants have become part of the General Motors Industrial Complex that today places Lansing as a leading city in the automotive manufacturing industry.

The top 20 employers in the Greater Lansing area are listed in the table below. Research was provided by LRCC – Capital Choice Partnership, Tri-County Regional Planning Commission & the RED Team, Inc. (updated July, 2006).

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>BUSINESS</th>
<th># OF EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan</td>
<td>Government</td>
<td>14,355</td>
</tr>
<tr>
<td>Michigan State University</td>
<td>Higher Education</td>
<td>10,500</td>
</tr>
<tr>
<td>General Motors</td>
<td>Automobiles</td>
<td>6,300</td>
</tr>
<tr>
<td>Sparrow Health System</td>
<td>Medical</td>
<td>6,000</td>
</tr>
<tr>
<td>Lansing Community College</td>
<td>Higher Education</td>
<td>3,180</td>
</tr>
<tr>
<td>Ingham Regional Medical Center</td>
<td>Medical</td>
<td>2,500</td>
</tr>
<tr>
<td>Lansing Public School District</td>
<td>Education</td>
<td>2,106</td>
</tr>
<tr>
<td>Meijer</td>
<td>Warehousing, Groceries</td>
<td>2,000</td>
</tr>
<tr>
<td>Auto-Owners Insurance Co.</td>
<td>Insurance</td>
<td>1,500</td>
</tr>
<tr>
<td>Peckham, Inc.</td>
<td>Rehab &amp; Manufacturing</td>
<td>1,400</td>
</tr>
<tr>
<td>Jackson National Life Insurance Co.</td>
<td>Insurance</td>
<td>1,393</td>
</tr>
<tr>
<td>Ingham County</td>
<td>Government</td>
<td>1,258</td>
</tr>
<tr>
<td>City of Lansing</td>
<td>Government</td>
<td>1,240</td>
</tr>
<tr>
<td>US Postal Service</td>
<td>Government</td>
<td>1,200</td>
</tr>
<tr>
<td>Wal-Mart</td>
<td>Retailer</td>
<td>1,185</td>
</tr>
<tr>
<td>Dart Container</td>
<td>Containers</td>
<td>1,144</td>
</tr>
<tr>
<td>John Henry Company</td>
<td>Printing</td>
<td>750</td>
</tr>
<tr>
<td>Quality Dairy</td>
<td>Food Goods</td>
<td>730</td>
</tr>
<tr>
<td>Lansing Bd. of Water &amp; Light</td>
<td>Utility</td>
<td>712</td>
</tr>
<tr>
<td>Electronic Data Systems Corp.</td>
<td>Data Processing</td>
<td>660</td>
</tr>
<tr>
<td>Holt Public Schools</td>
<td>Education</td>
<td>643</td>
</tr>
</tbody>
</table>
The presence of the state government and Michigan State University provides the greater Lansing area with an economic diversification unlike any other Michigan community of similar size. The State of Michigan employs 14,355 people in the Greater Lansing area. For a number of years, the State has been consolidating its offices in Lansing. The State of Michigan is a high wage employer that has a high degree of stability.

Michigan State University has an enrollment of approximately 43,000 students. Although the student population varies from year to year, it generally remains around 43,000 students due to university policy. Michigan State University is another stable high-wage employer that brings young and educated consumers to the area.

General Motors is the third major employer for area residents, but is currently going through a consolidation and re-aligning of operations which included the closing of the GM Lansing Car Assembly Verlinden Avenue plant, Craft Center and Metal Center in 2006/2007. Upon the closing of these three plants, GM opened its new Lansing Delta Township Assembly Plant consisting of three buildings covering 3.4 million square feet, and representing an investment of more than $1.1 billion dollars. The plant currently employs 3,900 hourly and 276 salaried workers. The construction and start of production at this new Delta Township GM facility also spurred new construction and employment in the Delta Township area by suppliers positioning operations in support of the plant. It was recently announced that GM would cut the third shift (third shift was always meant to be temporary) reducing the workforce by up to 1,000 workers (500 temporary and 500 full-time) effective after the Thanksgiving holiday; however, this has been postponed until December 21, 2007. At this point, the third shift cut-back’s effect on surrounding auto suppliers is unknown.

Many small to medium sized companies are also a strong contributor in trade, distribution, office and medical activities within the Greater Lansing area. The geographic location of the City of Lansing, when combined with its excellent north/south and east/west expressway systems, places the Lansing market within 90 minutes of 90% of the state’s population. This has undoubtedly affected the area as a retail, wholesale, and distribution center. Lansing’s proximity to the state government and Michigan State University has increased the attractiveness of the area as an office, research, and medical center.
UNEMPLOYMENT RATES: Lansing’s employment is typically much better than the State average. This is primarily due to the presence of the State of Michigan and Michigan State University, which provides a large employment base that is not as susceptible to typical economic downturns. The unemployment rate for the greater Lansing area has had a dramatic decrease since 1983 when the level was near 10%. The annual average is typically 4%, fluctuating between 3% and 5% primarily due to temporary work adjustments at the General Motors Lansing Automotive Division.

Michigan entered a recession during 2001 and subsequently saw an increase in unemployment from 3.7% in 2000 to a peak of 7.1% in 2003 and 2004. Prior to 1995, Michigan had reported an unemployment rate greater than the national average for over 20 years. From 1995 thru 2000 Michigan’s unemployment rate was below the national average; however, it returned to its historical trend in 2001.

The following table summarizes the unemployment rates for the United States, State of Michigan, Greater Lansing/East Lansing MSA, and Counties of Ingham, Clinton, and Eaton for the years 1991 through 2007. Unemployment rates are year-end averages.

<table>
<thead>
<tr>
<th>Year</th>
<th>United States</th>
<th>State of Michigan</th>
<th>Lansing/EL MSA</th>
<th>Ingham County</th>
<th>Clinton County</th>
<th>Eaton County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>6.7%</td>
<td>9.3%</td>
<td>7.1%</td>
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<td>5.9%</td>
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<td>5.8%</td>
<td>5.6%</td>
</tr>
<tr>
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<td>7.4%</td>
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<td>5.6%</td>
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<td>3.6%</td>
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<td>3.4%</td>
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<tr>
<td>1996</td>
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<td>3.3%</td>
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<td>3.0%</td>
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<tr>
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<tr>
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<td>2003</td>
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<tr>
<td>2004</td>
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<td>2005</td>
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<tr>
<td>2006</td>
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<td>6.3%</td>
<td>5.6%</td>
<td>5.3%</td>
</tr>
</tbody>
</table>

Source: Michigan Department of Labor & Economic Growth – http://www.mldmi.org

The Lansing/East Lansing MSA, and Counties of Ingham, Clinton, and Eaton all have annual unemployment rates somewhat above the national average, but below the State of Michigan average. Each of the counties that make up the Greater Lansing area has unemployment rates that nearly mirror one another. Unemployment rates for February 2008 (most recent available on a county basis) were follows: US at 4.8%, State of Michigan at 7.8%, Lansing/East Lansing MSA at 8.4%, Ingham County at 9.5%, Clinton County at 9.3%, and Eaton County at 9.2%.
MSA at 6.4%, Ingham County at 6.6%, Clinton County at 6.0% and Eaton County at 5.9%. It should be noted that these monthly numbers are the raw figures that are not seasonally adjusted and are more volatile in comparison to the annual averages which smooth out the data. They do reveal some stabilization in unemployment within the State of Michigan and Lansing metropolitan area after the increasing levels experienced due to job cuts within the auto industry and related employers hit the State/local economy between 2001 and 2006. Overall, it does appear that the rise in unemployment that has occurred since 2000 peaked in the years 2003/2004 and stabilization and gradual improvement in employment levels has occurred with the help of the U.S. economy with Michigan lagging behind as has been the historically established trend. However, recent non-seasonally adjusted figures for both the US, State and local economy appear to show a modest rise in unemployment as the US economy appears to be slowing somewhat, while the State and local economy also struggle.

**SUMMARY/CONCLUSION:** The Lansing Metropolitan Statistical Area has shown steady population growth, as well as an increase in average household income; these characteristics are forecasted to continue to increase at a moderate rate.

The employment characteristics for the Greater Lansing area are unlike any other Michigan Community. The presence of the State of Michigan governmental offices, Michigan State University, and General Motors Corporation provide a diverse relatively stable employment base. The unemployment rate is cyclical, primarily due to the automotive industry; however, the large governmental service employment base tends to moderate the cyclical nature of the automotive industry. The labor base and unemployment rate is forecasted to remain unchanged, excepting increased unemployment during typical recession periods.

Although development in the Lansing Market has slowed over the past several years, several large projects have been completed. In the City of Lansing central business district, three large office buildings have been completed; the Capitol View (Boji Group) building which has been leased to private tenants, and the Hall of Justice and Constitution Hall which have been occupied by the State of Michigan. The completion of these three buildings has resulted in an increase in office vacancy rates within the central business district.

Other recent development in the downtown area includes a new retail/residential complex known as the Stadium District currently under construction across from Oldsmobile Park (minor league baseball stadium). The development is to include 58 condominiums and apartments as well as retail and office space. In addition, with the establishment of a New Enterprise Zone along the Washington Square corridor, a number of the two/three story retail storefront properties have been renovated turning previously unproductive upper floors into
loft style apartments primarily targeted towards local Cooley Law School students and young professionals.

A number of new projects are also in various stages of planning/development within the downtown area including Accident Funds $182 million redevelopment of the BWL Ottawa Street Station Power Plant into their new corporate headquarters, new $45 million Michigan State Police headquarters complex, and various mixed-use developments including the proposed Ball Park North and Market Place development on the site of the City Market and City Garage.

Additional major construction projects in the surrounding area include expansion projects at two of the areas hospitals. Ingham Regional Medical Center's recently completed $53 million Chi Heart and Surgery Center at its Greenlawn campus. The 158,000 square-foot facility brings together all cardiac and surgical services in one location, and addresses Ingham's 24% increase in patient admissions over the past seven years. The five-story tower replaces the surgery department, combining campus heart and surgery services in one location. Sparrow Hospital's 10 story west wing addition that has been under construction for more than two years is nearing completion. Sparrow intends to complete the 6th floor medical/surgical bed space by the end of 2007. The remaining floor build-outs will be completed during the first six months of 2008, with floors 7 through 10 to be completed on an as needed basis.

Lansing Township is the site of Eastwood Town Center, a large retail complex that is approximately one-half developed with a variety of retail and restaurant establishments. Marsh Road and Central Park Place in Meridian Township is the location of a new Wal-Mart, Pets Supply and Culvers Restaurant; American Road in south Lansing, and Saginaw Road in Delta Township are also locations of retail trade/development in the Lansing area.

Several student apartment complexes have been completed on Chandler Road in East Lansing, and a proposed $115 million retail/condominium/apartment structure has been proposed on the northwest corner of Grand River and Abbott Road in East Lansing.

The office, industrial, and retail markets are experiencing higher vacancies and lower demand than has been experienced in the recent past. The Greater Lansing area is growing at a moderate rate with low unemployment and a diversified labor force. Demand and growth is forecasted to remain moderate in office, retail, and industrial markets.
MARKET AREA ANALYSIS

Neighborhood Location
The subject property is located in the northeast part of East Lansing, Michigan. It is bordered on the south by Haslett Road, on the east by Park Lake Road, and on the north by Merritt Road. Just north of the intersection of Merritt Road and Park Lake Road is Saginaw Highway (also known as Business I-69). East of the property is the now closed Four Winds Golf Course. This property was to be sold and developed with 400 single-family condominium units. As of this date, the parcel is still vacant. South and southeast of subject is Burcham Hills retirement community, condominium project, and single-family homes. Along Haslett Road are various single-family homes, commercial development, duplexes, and multi-family development. West of subject is an office development project. To the north is Business Route I-69, known as Saginaw Highway. North of Saginaw Highway is basically residential type of development with some duplex, multi-family, and offices.

The area is predominantly residential with some commercial/office activity. The subject property is currently zoned B-2 commercial and RM 32. North and southwest of subject is B-1 and B-2 zoning. The subject property would most likely be developed for office/commercial.

Neighborhood and District Life Cycle
The neighborhood and district life cycle is typically evolves through the following stages:

- Growth: A period during which the neighborhood gains public favor.
- Stability: A period of equilibrium without marked gains or losses.
- Decline: A period of diminishing demand.
- Revitalization: A period of renewal, modernization and increasing demand.

Conclusion/Summary
Subject property is in a period of stability with some development north on the remaining vacant land area in East Lansing. The site is being proposed for office development. It is defined as a secondary site. The use is for future development. Based upon today's market, this development is estimate to be 2-3 years into the future.
ESTIMATED MARKETING TIME

The reasonable marketing time is an opinion of the amount of time it will take to sell the real property interest in subject property at the concluded market value level during the period immediately after the effective date of this appraisal. The opinion as to marketing time may be expressed as a range and has been based upon one or more of the following; a) statistical information about days on market, b) information gathered through sales verification, c) interviews with market participants, and d) anticipated change in market conditions. The estimated marketing time is 2 to 3 years for subject property.

EXPOSURE TIME

The exposure time is defined as 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. Exposure time is always presumed to precede the effective date of the appraisal. The opinion may be expressed as a range and has been based upon one or more of the following; a) statistical information about days on market, b) information gathered through sales verification, and c) interviews with market participants. The appraised value assumes an exposure time of 2 to 3 years for subject property.
SITE DESCRIPTION

The following is a summary description of the physical characteristics of the subject site.

SIZE:

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross land area - including right of ways</td>
<td>21.2400  acres</td>
</tr>
<tr>
<td>Net land area (see Kebs Master Concept Plan)</td>
<td>18.2300  acres</td>
</tr>
<tr>
<td>Net land area - conservation easement</td>
<td>4.09115  acres</td>
</tr>
<tr>
<td>Estimated non-usable area</td>
<td>50%</td>
</tr>
<tr>
<td>Estimated usable area</td>
<td>7.06943  acres or 307,944 square feet</td>
</tr>
</tbody>
</table>

| Master Plan for office                           | 85,000 square feet |
| Land to building ratio                           | 4 to 1            |

Estimated land need for 85,000 square feet of office
340,000 square feet

SHAPE: The subject parcel is triangular-shaped (see previous pages).

FRONTAGE: The subject parcel has 996.05 feet of frontage along the Haslett Road, 1,317.68 feet of frontage along Park Lake Road, and 1,438.02 feet of frontage along Merritt Road.

TOPOGRAPHY: The subject property is level. It is generally at or above road grade.

SOIL CONDITIONS: No soil or subsoil tests were performed. Drainage of the site appears normal. I have assumed that the usable land area can support an office/commercial development.

ENVIRONMENTAL CONDITIONS: The reader of this report is cautioned that the appraiser is not a qualified environmental inspector. I recommend that any user obtain an environmental audit of the entire property to ascertain its status relative to these items. The site has some salt problems. However, the salt can remain on the site and is in an area that can't be developed.
NUISANCES & HAZARDS: None noted.

UTILITIES: The property is currently serviced by all customary utilities.

ROAD IMPROVEMENTS: The subject parcel is located along three public roads.

ACCESS: Good.

EASEMENTS: No information was provided to the appraiser concerning any other adverse easements that may affect subject property. The appraiser 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.

ZONING: RM-32 for 16 + acres and B-2 for 4 + acres. Excerpts from the zoning ordinance are located in the Addenda of this report.

FUNCTIONAL ADEQUACY OF THE SITE: The subject property consists of a triangular-shaped parcel. The shape of the parcel will not hinder development. Subject has some wetlands that are covered by a conservation easement. The easement is located at the corner of Haslett Road and Park Lake Road. The area cannot be developed and is not part of the usable area.
DESCRIPTION OF IMPROVEMENTS

As is discussed in this report under highest and best use, the land and building improvements on subject property contribute no value. The buildings are currently vacant. For that reason, I have just made summary description of the improvements.

Subject building was originally built in 1964 with additions larger than the original construction in 1977, and remodeling of the second floor in 1981. The following is a summary of the building area:

First Floor
50'x85' = 4,250 square feet
70'x70' = 4,900 square feet
142'x165' = 23,430 square feet
125'x130' = 16,250 square feet
total = 48,830 square feet

Second Floor
40'x40' = 4,160 square feet

total = 52,990 square feet

The basic building is industrial warehouse type of construction. It is a steel frame building with painted concrete block walls. It has four overhead doors on the south side, seven overhead doors on the east side, no overhead doors on the north side, and three overhead doors on the west side. The north side of the facility is basically an open type warehouse for storage and repair of vehicles and has overhead heaters for heating.

The rest of the building is garage repair with storage area and offices on the first floor. The second floor is 100% office.

The first floor has basically high-density overhead lighting, concrete floors, floor drains, steel deck roof, steel support roof, and the roof covering is adequate.

The second floor offices are typical offices with carpeted floors, painted walls of various material, dropped ceiling with fluorescent lighting. They are divided into open areas and small, private offices. The offices are heated and air-conditioned.
The exterior is painted concrete block walls with commercial aluminum frame windows. In the north half of the building, there is some mezzanine area; in the south half of the building on the first floor, there is a locker room, garage area, tire storage area, repair area, and a dock area on the south side. The building does have an elevator to the second floor office area. The building is in average condition.

In addition to the main building, there are an additional five other pole type buildings used for storage; some open, some enclosed. There is also a salt storage area that is frame construction. The pole barns vary from average to good condition.

The site improvements include asphalt paving, concrete paving, and gravel. The site improvements are in fair to poor condition. In addition to these site improvements, there is various fencing in fair to poor condition throughout the site. The estimated cost to raze the improvements is $300,000.

There are two cell towers on the site. Each cell tower is 50’ x 50’. The two cell towers are not included in this appraisal assignment.

**REAL PROPERTY TAXES AND ASSESSMENTS**

Subject site is owned by the City of East Lansing and is not assessed or taxed by the City of East Lansing. In the Addenda of this report is information concerning subject property from the City of East Lansing assessment records.
PART IV - RESEARCH AND ANALYSIS

HIGHEST AND BEST USE ANALYSIS

DEFINITION:

The reasonable, probable and legal use of vacant land or an improved property, which 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 legal permissibility, physical possibility, financial feasibility, and maximum profitability.

It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until the land value in its highest and best use exceeds the total value of the property in its present use.

Implied within the definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The definition of highest and best use indicates that there are two types of highest and best use; that of the property as vacant, and that of the property as improved. In each case, the highest and best use must meet four criteria. The use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive.

In the appraisal process, there are two highest and best uses analyses. The first involves analysis of the site as though vacant. The second analysis is of the property as improved. The ultimate highest and best use conclusion is that which maximizes the value of the site.
HIGHEST AND BEST USE AS THOUGH VACANT

Physically Possible: The subject property contains 21.24 acres of gross land area. I have assumed a net usable land area of 340,000 square feet. This is large enough for several types of developments permitted under the current zoning.

Legally Permissible: The subject site is currently zoned B-2 and RM-32. Both zoning districts permit offices to be developed on the site.

Financial Feasibility: Financial feasibility is the third test in concluding the highest and best use. The alternative uses are analyzed to determine whether their potential return on investment is greater than the development costs. It is necessary to examine and compare the probable financial returns of the various investments in order to determine their financial feasibility.

Maximally Productive/Highest and Best Use: It is concluded that the site, as vacant, has a highest and best use for office development. From 2003 to 2008, a developer was under contract to purchase the property to originally develop for retail and to finally develop for office. This came about because of the fact that subject property is a secondary site and part of the site is not usable because part of it is on a landfill and poor soils. With these factors put together, I have concluded that the highest and best use of subject property is for office/commercial development as permitted by the zoning. This is the development that just lies west of subject property and is the most likely use considering subject site, its problem, and its location.

HIGHEST AND BEST USE AS IMPROVED

The site was formally used by the Department of Public Works for the City of East Lansing. Part of the 21 total gross acres is old landfill and part of it is fill. Approximately half of the site, excluding right-of-way, is buildable. The best plan to date is for 85,000 square feet of office development. The current buildings on the site are vacant and do not contribute any value. It has been estimated that it will cost $300,000 to raze the buildings and prepare the site for development.

Because it is a secondary site, retail is most likely not an option and office is more likely the best use for the site. Therefore, I have concluded that the highest and best use of the site is for future office/commercial development. The current buildings contribute no value and, in fact, are a detriment to the site since they have to be removed at an estimated cost of $300,000.
VALUATION

SALES COMPARISON APPROACH

The sales comparison approach allows the appraiser to estimate the value of real estate by comparing recent sales of similar properties in the surrounding or competing areas to the subject property. Inherent in this approach is the principle of substitution which holds that "when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution."

By analyzing sales that qualify as arms-length transactions between willing knowledgeable buyers and sellers, certain market value and price trends can be identified. Comparability in physical, location, and economic characteristics are important criteria in evaluating the sales in relation to the subject property. The basic steps involved in the application of this approach are as follows:

1. Researching recent relevant property sales and current offerings throughout the competitive area;

2. Select and analyze those properties considered most similar to the subject, giving consideration to the time of sale, any change in economic conditions which may have occurred since the date of sale, and other physical, functional or locational factors;

3. Reduce the sales price to a common unit of comparison, such as price per square foot of building area or price per unit;

4. Make appropriate adjustments between the comparable properties and the property appraised;

5. Identify sales which includes favorable financing and calculate the cash equivalent price;

6. Interpret the adjusted sales data and draw a logical value conclusion.

The most widely used and market oriented unit of comparison utilized in the valuation of this type of vacant land is the price per sq. ft. All of the comparable sales have been computed on the price per sq. ft. basis.
The comparables utilized for comparison to the subject property are analyzed and chosen by looking at six common elements of comparison:

- Real Property Rights Conveyed
- Financing Terms
- Condition of Sale
- Market Conditions
- Location
- Physical Characteristics

A complete write-up of each comparable sale is in the Addenda section of this appraisal report.

**METHODOLOGY OF ADJUSTMENTS:** Since typically no two properties are exactly alike, the comparables must be adjusted for the various physical and economic differences. In keeping with approved appraisal practice, the comparables are adjusted to the subject. The less desirable traits of the comparables receive positive (+) adjustments to more closely equate them to the subject's greater desirability. Conversely, the superior traits of the comparables are assigned negative (-) adjustments.

**Real Property Rights Conveyed:** All of the comparables were sold based upon a fee simple estate. Therefore, no adjustment is necessary for real property rights conveyed.

**Financing Terms:** All of the comparables were sold based upon cash terms. Therefore, no adjustments are made for financing terms.

**Condition of Sale:** This category requires that each comparable must be an arm's length transaction. An arm's length transaction is arrived at by unrelated parties under no duress. All of the comparable properties were arm's length transactions. Therefore, no adjustment is necessary for condition of sale.

**Market Conditions:** Since market conditions generally change over time, and the date of an appraisal is of a specific date, a consideration for adjustment has been reviewed. The past sales must be examined in light of the direction of change between the sale date of the comparable and the valuation date of the subject property.

The value date is November 18, 2008. The sales took place between January 2003 and December 2008. The current market is in poor condition and little to no development has taken place. The market may have increased in value between 2003 and 2005 but certainly has not gone up between 2006 and 2008. I have chosen to not adjust for market conditions because there are insufficient sales to show in which direction and by how much an adjustment should be made. At the moment, there are no “fire sales”. The value most likely has been maintained but the value is into the future when the market makes some correction. Currently, there is sufficient supply to take care of the demand. I have, therefore, not completed a market condition adjustment for this appraisal.
<table>
<thead>
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<th>Comparable Number</th>
<th>Subject</th>
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<th>Comparable 5</th>
<th>Comparable 6</th>
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<tr>
<td>LOCATION</td>
<td>2005 Merill Road</td>
<td>NWC Coll &amp; LEM 128</td>
<td>166 Market Road</td>
<td>SWC Godfrey Rd.</td>
<td>NNC First Field &amp; Sleepers</td>
<td>SWC Legacy Park &amp; Pine Tree</td>
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<td></td>
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<td>3.10</td>
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ADJUSTMENTS

Location: Comparable 5 sold in 2005 in an area that at that time was being very well developed and would expect a higher price per square foot due to location. Therefore, Comparable 5 was adjusted downward -10% for location. Comparable 1 has a slightly poorer location than subject property and in a less developed area although very near the interchange. I adjusted this comparable upward +5% for location.

Size: Comparables 3 and 6 sold at the lower end of the sale price range; however, they were for 31 acre and 16 acre parcels. I have adjusted both of these comparables upward +20% and +10% for size.

SUMMARY

The sales sold from a low of $2.63/sq. ft. to $4.35/sq. ft. Removing the high and low sales, the sales have taken place in a narrow range from $2.82/sq. ft. to $3.80/sq. ft. After adjustments, the sales sold in a range from $3.10/sq. ft. to $3.99/sq. ft. with an average of $3.50/sq. ft. I have concluded an indicated value of $3.75/sq. ft. for subject property.

As explained earlier in this report, based upon information I have received, it would appear that the site has 340,000 square feet of usable area. This is equivalent to 7.80533 acres. The difference between the 7.80533 acres and the 21.24 gross acres includes over 3 acres of right-of-ways, 4 acres of conservation easements and the remaining approximately 7 acres of bad soils from the standpoint of a landfill and fill. The site can be developed with 85,000 square feet of office and a 4 to 1 ratio. This equals approximately 340,000 square feet of usable land area for the site.

Therefore, $3.75/sq. ft. x 340,000 square feet equals $1,275,000. From this must be subtracted the cost to raze the buildings and prepare the site for development. This has been estimated at $300,000. Therefore, the final indicated value is $1,275,000 minus $300,000 equals $975,000.

Therefore, after consideration and analysis of the facts and data presented herein and subject to the limiting conditions and assumptions contained herein, it is my opinion that the estimated market value of the subject property, effective November 18, 2008, is:¹

NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS

$975,000.00

¹ See Pages ii and 16 of this report for Extraordinary Assumptions.
Comments: As the reviewer of this report knows and understands, this appraiser completed an appraisal of subject property in October 2003. At that time, I assumed that the entire 18 +/- acres could be used for construction of buildings. Also at that time, the economy was not in as poor condition and there was some hint that subject property may be used for some commercial use. Since that time, even better commercial sites are lacking for development; other commercial properties that have been developed are showing high vacancy. Therefore, I concluded that commercial is no longer the highest and best use of the site but is for something less than commercial. Most likely, its highest and best use would be office or some type of related office use.

Between the economy and the slight change in highest and best use, the property now develops a lower price per unit value. In the original report, I used $500,000 to remove the buildings. Since that time, a developer had been interested in the site and had dealt with an option to purchase the property. Their report indicated that the cost to remove the buildings would only be $300,000. The final value is based upon this assumption.

The final factor that has changed is that, based upon the developer who was trying to put the property together several years ago, only approximately 50% of the site or 85,000 square feet of office building could be constructed on the site. The north portion of the property was undevelopable. There has been some discussion that footings, foundations, and other items could be put in some of these areas to build buildings. That may be a factor but the cost to put these footings, foundations, etc. in has not been estimated and are outside the realm of this appraisal assignment.

Therefore, based upon the latest data that is available to me, only approximately half of the net area is usable. I have valued that net area in this report. If it should be found that more than that could be used on the site, then the price per square foot could be applied to a larger area in order to re-evaluate the site.

Note that on Pages ii and 16 of this report are extraordinary assumptions that are directly related to the estimated market value of this property. Should any of these extraordinary assumptions hold not true, the appraiser reserves the right to re-evaluate the estimated market value of subject property.
PART V - ADDENDA

Photographs of the Subject Property

Assessment Records

Excerpts from Zoning Ordinance

Former Offer to Purchase

Vacant Land Sale Comparables
PHOTOGRAPHS OF THE SUBJECT PROPERTY
TAKEN BY: TRO PHOTO DATE: 11/18/08

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
Photographs of Subject Property

Street view looking northeast along Merritt Road.

View of buildings located on subject property looking northeast from Merritt Road.
Overall view of subject property showing various unused buildings.

Overall view of subject property showing various unused buildings.
Photographs of Subject Property

Overall view of subject property looking southwest from Merritt Road.

Overall view of subject property looking southwest from Park Lake Road.
Photographs of Subject Property

View of cell towers looking northwest from Park Lake Road (located on subject property but excluded from the appraisal).

View of subject property looking northwest from intersection of Park Lake Road and Haslett Road.
Photographs of Subject Property

View of subject property looking west along Haslett Road.

View of subject property looking northwest from intersection of Park Lake Road and Haslett Road.
EXCERPTS FROM ZONING ORDINANCE
DIVISION 5. CITY CENTER MULTIPLE-FAMILY RESIDENTIAL DISTRICT, RM-32
CHAPTER 50 – ZONING CODE OF THE CITY OF EAST LANSING

Sec. 50-441. Purpose.

This residential district is intended to provide and encourage the development of housing peculiar to the needs of persons who desire to live within walking distance to shopping, dining, and entertaining facilities situated in the City Center. This district also provides for the limited commercial use of existing residential structures in a manner that maintains the visual character and architectural scale of existing development within the district, and will minimize the visual and functional conflicts between the district’s residential uses and nonresidential uses which abut it.

(Code 1994, ch. 55, § 5.41-31)

Sec. 50-442. Uses permitted.

Uses permitted in the RM-32 district are as follows:

(1) Permitted principal uses subject to approval as provided for by section 50-35, pertaining to building permits.
   a. Single-family dwellings.
   b. Two-family dwellings.
   c. Multiple dwellings, except hotels and motels, containing four or fewer dwelling units.

(2) Permitted principal uses subject to site plan approval as provided for by section 50-36 of this chapter.
   a. Multiple dwellings, except hotels and motels, containing five or more dwelling units.
   b. Extended care/nursing facility.

(3) Permitted principal uses subject to the approval requirements of article II, division 3 of this chapter.
   a. Art galleries, libraries, museums, not operated for profit.
   b. Institutional headquarters for nonprofit organizations.
   c. Recreational buildings and community centers not operated for profit.
   d. Professional clinics, professional, and quasi-professional offices, including, but not limited to, the following: lawyers, architects, engineers, real estate and insurance brokers, physicians, and dentists.
   e. Buildings owned and occupied by public utilities.
   f. Multiple-family dwellings, providing dining, social, or recreational facilities for persons residing off-site such as sororities or fraternities.
(4) In addition to the uses above, the following are permitted principal uses within an existing structure, and shall apply only to commercial adaptive reuse blocks as shown in the City Center Element of the comprehensive plan, adopted on September 23, 1992, and subject to approval under article II, division 3 of this chapter.

a. Retail specialty shops, including, but not limited to, the sale of gifts, antiques, flowers, books, jewelry, wearing apparel, tobacco and related supplies, or craft shops making articles exclusively for sale at retail on the premises. Restaurants are excluded.

b. Personal service shops including, but not limited to, tailor, barber, beauty salon, shoe repair, dressmaking, or similar service uses.

c. Business offices including, but not limited to, security and commodity brokerage, real estate sales, travel agencies, employment counseling, insurance sales, advertising, mailing and stenographic services, and other services of a similar nature.

d. Studios for dance, art, music, photography, radio, or television.

e. Professional offices for lawyers, engineers, architects, landscape architects, urban planners, accountants, economic consultants, doctors, dentists, chiropractors, or other practitioners of the healing arts for humans, or other professionals similar to those listed above.

f. Mixed-use structures containing dwelling units and other permitted uses.

(5) Permitted accessory uses.

a. Class A home occupations.

b. Garages:

1F: Four spaces maximum.

2F: Four spaces maximum.

c. Public garages. Public garages shall be permitted when for storage purposes only, with no repair facilities and when said garage is located not less than 40 feet from the front lot line, 15 feet from the side lot line, 20 feet from the rear lot line, 30 feet from any other street line on which such lot borders, and 20 feet from any residential building to the same lot as the garage, provided that, no public garage shall have an entrance or exit for motor vehicles within 300 feet of an entrance or exit of a public or parochial school, public playground, public library, church, hospital, or other public or semipublic institution.

d. Other. Other such accessory uses and buildings when located on the same lot as a permissible use, provided that, such accessory use of building shall not be used or occupied for any business, occupation, profession, trade, or dwelling purposes.

e. The keeping of not more than two roomers by a family or owner residing in a single-family dwelling.

f. The keeping of not more than one roomer by a family or owner residing in each unit of a two-family dwelling. The maximum occupancy shall not
exceed three unrelated persons per unit nor six unrelated persons per dwelling structure.

(Code 1994, ch. 55, § 5.41-32; Ord. 1061, 2-7-2006)

Sec. 50-443. Required conditions.

The following requirements must be compiled within the RM-32 residential district.

(1) Single-family and two-family dwellings shall be located so as to comply with the requirements in section 50-301 for the R-3 single-family and two-family residential district.

(2) All nonresidential uses shall comply with the requirements in section 50-552.

(3) All nonresidential uses in commercial adaptive reuse blocks, as permitted in section 50-442(4), shall be located so as to comply with the following standards. The purpose of these standards is to maintain the residential appearance of the area and the integrity of the residential structures which undergo conversion, and to minimize any adverse impacts on surrounding properties.

a. Minimum lot area for multiple dwellings, within mixed use, maximum building height, maximum building coverage, and maximum ground coverage shall be the same as the requirements in subsection (4) of this section.

b. Required parking. Parking shall be provided in accordance with article VIII of this chapter, except for the following additional requirements:

1. No more than 50 percent of the required parking shall be provided on-site; however, on the request of the applicant, the planning commission may waive this restriction, in whole or in part, upon consideration of the needs of the applicant, the impact of traffic on the neighborhood, the hours of operation of the business, and the availability of public parking spaces if the property is located within a 350-foot radius of the municipal parking system.

2. Access to any on-site parking facility shall be by the alley to the rear of the property. Any existing curb cut onto the street shall be removed to minimize, and if possible, eliminate conflicts with pedestrians and other vehicular traffic.

c. Signs. Signs located on the premises identifying the business shall be limited to one wall sign not to exceed six square feet; and one freestanding sign which shall not exceed six square feet in size, and shall not exceed six feet in height. Signs shall be of a design and material that will be compatible with the residential character of the area. Signs shall be illuminated by indirect illumination only.

d. Lighting. Artificial exterior lighting which is provided for parking and access areas, and for occupant, customer, and employee safety, shall be so arranged as to reflect the light away from any adjoining residential property.

(4) Multiple dwellings shall comply with the following standards:

a. Minimum lot area for multiple dwellings or portions thereof:

Chapter 50 -- Page 110
1. Occupied by families:
   - 0-1 bedroom dwelling unit: 800 sq. ft.
   - 2 bedroom dwelling unit: 1,350 sq. ft.
   - 3 bedroom dwelling unit: 2,000 sq. ft.

2. Occupied by unrelated individuals: 450 square feet of lot area per person based on the maximum number of persons for whom living facilities are provided.

3. Maximum number of individuals that may occupy a building:
   - Each class A multiple dwelling shall have a minimum dwelling unit floor area of 200 square feet per person. The maximum number of unrelated persons to occupy the dwelling shall never be assumed to be less than the result obtained by dividing the dwelling unit floor area in square feet by 200 square feet except as hereinafter restricted.
   - The total lot area required based on the occupancy shall be provided, except that the number of unrelated persons allowed to occupy the premises shall be further restricted to that number obtained by dividing the remainder of the lot area in square feet (total of lot minus the lot area required for families occupying the building) by 450 square feet per person.
   - Each class B multiple dwelling shall have a minimum floor area of 150 square feet per person. The maximum number of persons to occupy the dwelling shall never be assumed to be less than the result obtained by dividing the dwelling unit floor area in square feet by 150 square feet.
   - A lot on which there is a multiple dwelling shall contain an area of not less than 10,000 square feet.

b. Minimum lot width: 75 feet.

c. Maximum building height:
   - Principal building: Three stories or 40 feet.
   - Accessory building: Two stories or 25 feet.
   - Principal residential buildings on parcels three (3) acres or more in size may be up to six (6) stories or seventy-five (75) feet high, subject to an approved Special Use Permit as provided in Article II, Division 3 of this chapter.

d. Maximum building coverage ratio: 30 percent.

e. Maximum ground coverage ratio: 60 percent.

f. Required parking. Parking shall be provided in accordance with article VIII of this chapter.
9. Building setback requirements shall be calculated according to the following schedule:

1. **Principal buildings.**

<table>
<thead>
<tr>
<th>Setback From</th>
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<th>Height Increment*</th>
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<tr>
<td>Corner side lot line</td>
<td>20'</td>
<td>+(a)</td>
<td>+(b)</td>
<td>= (c)</td>
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(a) Length increment: Five percent of length greater than 50 feet.
(b) Height increment: five feet per story above 3 stories.

In addition to the standards above, structures with flat or mansard roofs which are in excess of 20 feet in height, or structures with hipped, gabled, or other pitched roofs which are in excess of 20 feet at the eave line or in excess of 25 feet in total height shall be no closer to parcels zoned within the R-1 or R-2 single-family districts than a distance equal to the height of the structure plus appropriate building length and depth increments. For the purposes of this provision, the building height shall be calculated according to the definition of "building height" in section 50-6, except that the vertical distance shall be measured from the lowest point of elevation of the finished ground surface between the building and the common lot line instead of the elevation of the street curb paralleling the site. Also for the purposes of this provision, the building length increment shall be a distance equal to ten percent of the building length (facing the common lot line) in excess of 40 feet, and the building depth increment shall be a distance equal to ten percent of the building depth (extending away from the common lot line) in excess of 50 feet.

2. **Accessory buildings.**

i. Private garages. No unattached garage shall be located in a front yard. When located in a rear yard it shall be located not less than five feet from the rear lot line and side lot line. When located in a side yard it shall be less than eight feet from the side lot line.

ii. Other. All other accessory buildings shall be located in a rear yard only, shall not be less than five feet from the rear or side lot line, and not nearer than ten feet to a principal building.

h. Minimum distance between principal buildings. The sides of a building containing main window exposures or main entrances shall be located no closer to another building than a distance equal to the height of the taller
building of the two. The remaining sides of a building other than defined above shall be located no closer to another building than a distance equal to 60 percent of the height of the taller building of the two.

i. Minimum horizontal distance between building wings. The minimum horizontal distance between wings in the same building, measured perpendicular to either wing, shall not be less than the length of the longer wing or less than the height of the taller wing, whichever is greater.

(Code 1994, ch. 55, § 5.41-33)

Sec. 50-444. Site plan approval.

(a) **Multiple dwellings of five or more dwelling units.** No building permit, grading permit, soil removal permit, or other permit for construction activity shall be issued for a multiple dwelling containing five or more dwelling units until the planning and zoning official has certified to the building official that plans for such activity have been approved in accordance with the procedures and requirements of section 50-36 of this chapter.

(b) **Single-family dwelling, two-family dwelling, and multiple dwellings of four or less dwelling units.** No building permit, grading permit, soil removal permit, or other permit for construction activity for the above mentioned uses shall be issued until the building official certifies that such activity satisfies the requirements of the RM-32 district and the building permit requirements of section 50-35.

(Ord. 1061, 2-7-2006)

Secs. 50-445–50-460. Reserved.
DIVISION 3. RETAIL SALES BUSINESS DISTRICT, B-2*
CHAPTER 50 – ZONING CODE OF THE CITY OF EAST LANSING

*Cross references: Businesses, ch. 8.

Sec. 50-571. Purpose.

The purpose of the B-2 retail sales business district is to provide for the development of a variety of retail stores, personal service shops, restaurants, offices, mixed-use structures containing residential dwellings and other businesses necessary to provide for the wide range of shopping and service needs of the community. The B-2 district permits business development at a scale ranging from small single-purpose buildings to large scale multiple tenant structures and shopping centers. While it is intended to be inclusive in the types of uses permitted to accommodate a wide range of businesses, it requires careful review and regulation of certain uses which may be expected to generate higher levels of traffic, congestion and other adverse impacts to minimize conflicts between land uses and promote safe and convenient shopping environments.


Sec. 50-572. Permitted uses.

The following uses of buildings and premises shall be permitted in the B-2 business district.

(1) Principal uses permitted subject to an approved site plan as set forth in section 50-36 of this chapter.

a. Store or shop for the conducting of any retail business, except establishments licensed for the sale at retail of alcoholic liquor, as defined by section 105(2) of the Michigan Liquor Control Code of 1998, MCL 436.1105(2), including specially designated merchants and specially designated distributors as described at MCL 436.1537.

b. Personal service shop, such as barbershop, beauty shop, etc.

c. Bank, theater, office, and similar service, except drive-ins.

d. Restaurant, except a restaurant licensed for the sale of alcoholic beverages or alcoholic liquor as defined by section 105(1) of the Michigan Liquor Control Code of 1988, MCL 436.1105(2).

e. General office or professional office building.

f. Public assembly building, similar to a theater or an auditorium.

gh. Structure occupied and used by a public utility.

h. Publicly owned building.
i. Shop for custom work, i.e., shop for making articles or products to be sold at retail on the premises, provided that, the conduct of such business is not objectionable as being odorous, unsightly, or noisy.

j. Bakery employing not more than five persons, exclusive of retail sales personnel.

k. Combined retail-wholesale business when conducted entirely within a building, i.e., sale and storage in bulk of clothing, drugs, dry goods, food, furniture, hardware, machinery, metals, paints and paint supplies, pipe, rubber, and shop supplies.

l. Dental, medical, or clinical laboratory.

m. Shopping center, containing uses permitted in this district.

n. Auto service center (as part of an approved regional shopping center only).

o. Hotels and motels.

p. Parking lots developed and operated as an accessory use to serve one or more business, office or multiple-family residential use(s) located no more than 200 feet from the lot.

q. Automatic teller machines which are the principal use of the lot, or those enclosed within an existing principal building.

r. Colleges, universities, business or trade schools or similar education or training facilities.

(2) Principal uses permitted subject to an approved special use permit as provided by article II, division 3 of this chapter.

a. Uses with drive-in facilities, including banks, savings, and loan associations, and other financial institutions

b. Drive-in restaurant. No permit shall be issued to build, occupy, or construct a drive-in restaurant on any site where 80 percent of the buildings within a radius of 400 feet of any part of the proposed site are used exclusively for one- or two-family dwelling purposes, until there is on file in the office of the planning and zoning official the written consent of 60 percent of the property owners according to total frontage on any public street with a radius of 400 feet of any part of the premises where said drive-in restaurant is to be occupied or constructed, and not separated therefrom by more than one street or one alley, and not until the location and plans shall have been submitted to and approved in writing by the city. All customer parking areas shall be provided with artificial lighting. Such lighting shall be provided at an average maintained level of one foot-candle and shall be so arranged as to reflect the light down and away from adjoining streets and residential property. The lighting installation shall be approved by the building official.

c. Any recreational use, including a bowling alley, billiard, or pool parlor.

d. Motor vehicle sales room or sales lot. In the case of a new motor vehicle sales room and/or sales lot, the premises may also be used for motor repair, bump, and paint services as an accessory use. Such accessory
use shall be permitted only on application for and granting of a special use permit permitting such accessory use in accordance with the provisions of article II, division 3 of this chapter. In the event that a special use permit is sought for such accessory use on a parcel on which the principal use is existing at the time of application, the planning commission may, as a precondition to the issuance of the special use permit, stipulate specific provisions for the entire parcel and existing use in accordance with section 50-93(4).

e. Auto service center.

1. Before a permit is used to build, occupy or construct an auto service center on any site where 80 percent of the buildings within a radius of 400 feet of any part of the proposed site are used exclusively for one- and two-family dwelling purposes, there shall be on file in the office of the planning and zoning official the written consent of 50 percent of the property owners according to total frontage on any public street within a radius of 400 feet of any part of the premises whereon this auto service center is to be occupied or constructed and not separated therefrom by more than one street or one alley, and the location and plans shall have been submitted to and approved by the city; and

2. All pumps and lubricating devices, situated outside of a building, are located at least ten feet from any street line or lot line; and

3. All wrecked or dismantled vehicles are kept within a building; and

4. No vehicles shall be parked on the site for the purpose of selling or renting such vehicles, unless they are properly screened with landscaping or are enclosed within a building.

f. Car washing establishments.

g. Automatic teller machines externally attached to a principal building.

h. Restaurants licensed for the sale of alcoholic beverages or alcoholic liquor as defined by section 105(1) of the Michigan Liquor Control Code of 1988, MCL 436.1105(2).

i. Multiple-family dwellings, providing dining, social, or recreational facilities for persons residing off-site such as sororities or fraternities.

j. Establishments licensed for the sale at retail of alcoholic liquor, as defined by section 105(2) of the Michigan Liquor Control Code of 1998, MCL 436.1105(2), including specially designated merchants and specially designated distributors as described at MCL 436.1537.

k. Multiple-family dwelling units provided within a building which also contains one or more of the principal uses permitted in subsection (1) of this section.

l. Small animal veterinary hospitals or clinics, excluding outdoor kennels for the general boarding of animals.

Sec. 50-573. Building height, area and yard requirements.

In the B-2 district the following requirements shall apply:

(1) Minimum front yard depth: None.

(2) Minimum rear yard depth: None.

(3) Minimum side yard width: None.

(4) Building area requirements: None.

(5) Maximum building height shall be two stories or 36 feet; except buildings may be up to four stories or 64 feet in height, subject to an approved special use permit as provided by article II, division 3 of this chapter; and except, on parcels two acres or more in size, buildings may be up to six stories or 84 feet in height, subject to an approved special use permit as provided by article II, division 3 of this chapter.

(Code 1994, ch. 55, § 5.72; Ord. No. 954, 2-1-2000; Ord. No. 970, pt. III, 4-3-2001)

Sec. 50-574. Parking.

Parking lots and on-site parking facilities shall be developed in accordance with article VIII of this chapter. No vehicle shall be parked or stored on any vacant premises in this district unless such premises are paved as required in article VIII of this chapter.

(Code 1994, ch. 55, § 5.73)

Secs. 50-574-50-590. Reserved.
ASSESSMENT RECORDS
REAL ESTATE SUMMARY SHEET

Parcel: 33-20-02-08-200-002  Owner's Name: CITY OF EAST LANSING

Property Address: 2000 MERRITT RD  RESTRICTED:

Cur. Class: 099  Gov. Unit: 1  CITY OF EAST LANSING; 33010 33010 East Lansing
Pres. Class: 099  Neighborhood: 8000 8000 CITY OF EAST LANSING

Label/Page: 0000/0000  Created: 12/07/2005  Split: 12/07/2005  Active

Legal Description:

PARCEL OF LAND IN THE E 1/4 OF SECTION 10 ABBOTT RD T4N, R1W, CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN; THE BOUNDARY OF SAID PARCEL DESCRIBED COMMENCING AT THE NORTHEASTERLY CORNER OF SAID SECTION 8, THENCE N89°48'37"W ALONG THE E-W 1/4 LINE OF SAID SECTION 8 A DISTANCE OF 1358.92' TO THE CENTERLINE OF PARK LAKE ROAD; THENCE N00°18'27"E ALONG SAID CENTERLINE 78.40' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE W 119.97' THENCE N 105.93' THENCE N90°01'50"E 66.58' THENCE S89°29'41"E 19.53' THENCE N90°00'11"W 264.30' THENCE N44°51'13"E 203.59' TO THE PROPOSED E BOUNDARY OF OLD M-78; THENCE N43°52'14"E 440.47' THENCE N80°43'27"E 55.84' TO THE CENTERLINE OF PARK LAKE ROAD; THENCE S00°18'27"W ALONG SAID CENTERLINE 907.12' TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 4.40 ACRES MORE OR LESS; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTTICHE PARCEL LIES S OF THE INTERSECTION OF PARK LAKE AND MERRITT ROADS AND IS PART OF THE CITY'S FORMER PUBLIC WORKS PROPERTY.

<table>
<thead>
<tr>
<th>Physical Property Characteristics</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2000 S.E.V.: Taxable: Lot Dimen:</td>
<td></td>
</tr>
<tr>
<td>2008 S.E.V.: Taxable: Acreage: 4.40</td>
<td></td>
</tr>
<tr>
<td>Zoning: Z200: Land Value: Frontage: 0.0</td>
<td></td>
</tr>
<tr>
<td>FIER: 0.000%: Land Impr. Value: Average Depth: 0.0</td>
<td></td>
</tr>
</tbody>
</table>

#08-172

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
REPLACEMENT QUITCLAIM DEED
OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION

The Michigan Department of Transportation (Grantor), whose address is P.O. Box 30050, Lansing, Michigan 48909, for the sum of One Dollar ($1.00) and other good and valuable consideration, quitclaims to the City of East Lansing, a municipal corporation (Grantee), whose address is 400 Abbott Road, East Lansing, Michigan 48823, the following described real estate situated in the City of East Lansing, County of Ingham, State of Michigan, described as:

SEE ATTACHED LEGAL DESCRIPTION

Exempt from Michigan Real Estate Transfer Tax under 1993 Public Act 134 Section (5)(h)(f) as amended.
MCLA 207.505 (h)(f)
MCLA 207.526 (h)(f)

This instrument is subject to the following reservations or restrictions which are binding on the grantee and their successors and assigns:

1. Granter reserves such interests as may be necessary to permit invasion of the air space above the land and any structures, by noise, vibrations, fumes, or dust arising from construction, maintenance, repair, removal or use of the adjacent highway or street. Grantee agrees not to assert any claim arising out of these reserved interests.

2. Grantee agrees not to change the physical condition of the property so as to impede or interrupt the free flow of water run-off and drainage from the existing highway right of way.

3. All easements of record and the right to maintain any public utility facilities existing on, under or over the property. Grantee agrees to permit the owners of these facilities to enter the property for maintenance purposes.

4. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

5. The Granter grants to the Grantee the right to make all available division(s) under section 103 of the land division act, Act No. 286 of Public Acts of 1957.

6. This deed is a replacement of the original instrument given over in favour of the Grantee, and dated November 18, 1984. The sole reason for issuing this Replacement Quit Claim Deed is due to the fact that the City of East Lansing never recorded the deed they received in 1984.

PROPERTY TAX CODE

CONROL SECTION 33042 (98) PARCEL 3 ROW JOB NUMBER 33-21
TRACT NUMBER 8-114-7 #1 LAND CONTRACT NUMBER N/A

Q = McGinty, Takubik, Witch & Nuesfeld PC
PO Box 2802, East Lansing, MI 48823
Signed this 25 day of April 2005.

[Signature]

Signature: John S. Polasek, Director, Bureau of Highway Development
Michigan Department of Transportation

STATE OF MICHIGAN
County of INGHAM

The foregoing instrument was acknowledged before me this 25th day of April, 2005
by John S. Polasek, Director, Bureau of Highway Development, Michigan Department of Transportation

[Signature]

JERUSAH P. VERNET
NOTARY PUBLIC
COUNTY OF INGHAM, MICHIGAN

DRAFTED BY
Teresa R. Vanes
Michigan Department of Transportation
Real Estate Support Area
P.O. Box 30050
Lansing, Michigan 48909

When recorded return to:
Michigan Department of Transportation
Real Estate Support Area
P.O. Box 30050
Lansing, MI 48909
ATTN: Teresa Vanes

CONTROL SECTION 33042 (998)
PARCEL 3 ROW
JOB NUMBER 33-21
TRACT NUMBER 8-114-1 91
LAND CONTRACT NUMBER N/A

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
LEGAL DESCRIPTION

A strip of land 120 feet in width, lying 60 feet each side of and adjacent to the centerline of Truckline 78, as surveyed in 1931, over and across the 29 acres off the west side of West 1/2 of Northeast 1/4 of Section 8, T4N, R1W, Meridian Township (now City of East Lansing), Ingham County, Michigan.

<table>
<thead>
<tr>
<th>CONTROL SECTION</th>
<th>PARCEL NUMBER</th>
<th>JOB NUMBER</th>
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<tbody>
<tr>
<td>35042 (998)</td>
<td>3 ROW</td>
<td>33-21</td>
</tr>
<tr>
<td>TRACT NUMBER</td>
<td>LAND CONTRACT NUMBER</td>
<td></td>
</tr>
<tr>
<td>8-314 T #1</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Parcel: 33-20-22-00-000-003          Owner's Name: CITY OF EAST LANSING

Property Address: 340 MERRITT RD                  RESTRICTED:

Curr. Class: 099          Gov. Unit: 1 CITY OF EAST LANSING
Trull. Class: 099          School: 33010 33010 East Lansing
Neighborhood: 8000 8000 CITY OF EAST LANSING

Lot/Page: 0000-0000          Created: / / Split: / / Active

Legal Description:
A PARCEL OF LAND IN THE E 1/2 OF SECTION 410 ABBOTT RD.
T4N, R1W, CITY OF EAST LANSING, INGHAM COUNTY MICHIGAN.
COUNTRY, MICHIGAN, THE BOUNDARY OF SAID
PARCEL DESCRIBED AS: COMMENCING AT THE E
1/4 CORNER OF SAID SECTION 8, THENCE N89°48'37"W ALONG THE E-W 1/2 LINE OF SAID
SECTION 8 A DISTANCE OF 1388.92' TO THE CENTERLINE OF PARK LAKE ROAD AND THE
POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S00°18'27"W ALONG SAID CENTERLINE
240.73' TO THE NORTHERLY RIGHT OF WAY LINE OF HASLETT ROAD; THENCE N89°32'43"W
ALONG SAID NORTHERLY RIGHT OF WAY LINE 104.95'; THENCE N00°18'01"E 272.26' TO
THE PROPOSED E BOUND LANE OF OLD M-78; THENCE N43°52'14"E ALONG SAID PROPOSED E
BOUND LANE 87.90' TO SAID E-W 1/2 LINE; THENCE N89°48'37"W ALONG SAID E-W 1/2 LINE
165.92' TO THE NORTHWESTERLY RIGHT OF WAY LINE OF MERRITT ROAD; THENCE N
43°52'14"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 555.81' TO THE E LINE OF
W/39 ACRES OF THE W 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE
S00°21'07"W ALONG SAID E LINE 174.27' TO SAID PROPOSED E BOUND LANE OF OLD M-78;
THENCE N43°52'14"E ALONG SAID PROPOSED E BOUND LANE 784.76'; THENCE S44°51'13"E
203.59'; THENCE S00°01'13"E 264.75'; THENCE N89°29'41"W 19.53'; THENCE
S00°01'50"W 68.58'; THENCE E 111.39'; THENCE S 105.56'; THENCE E 119.97' TO THE
CENTERLINE OF PARK LAKE ROAD; THENCE S00°18'27"W ALONG SAID CENTERLINE 78.40' TO
THE POINT BEGINNING, SAID PARCEL CONTAINING 16.84 ACRES MORE OR LESS,
INCLUDING 1.50 ACRES MORE OR LESS PRESENTLY IN USE FOR ROAD PURPOSES ALONG
MERRITT ROAD; SAID PARCEL SUBJECT TO THE RIGHT OF WAY FOR ROAD PURPOSES ALONG
PARK LAKE ROAD; SAID PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS IF ANY.

-------------------  Physical Property Characteristics  -------------------
  2009 S.E.V.:  Taxable:  Lot Dimen:  
  2008 S.E.V.:  Taxable:  Acreage: 16.96
Zoning: B200  Land Value:  Frontage: 0.0
PRE: 0.000%  Land Impro. Valu:  Average Depth 0.0

#06-172  THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors 68
PLOT PLAN

PARCEL A:
A parcel of land in the East 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N92°48'37"W along the East-West 1/4 line of said Section 6 a distance of 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence S00°18'27"W along said centerline 340.72 feet to the Northwesterly right of way line of Harrett Road; thence N95°42'43"W along said Northwesterly right of way line 1046.05 feet; thence N00°19'01"E 272.26 feet to the proposed East bound line of Old M-76; thence N45°32'14"E along said proposed East bound line 97.99 feet to said East-West 1/4 line; thence N95°48'37"W along said East-West 1/4 line 105.63 feet to the Northwesterly right of way line of Harrett Road; thence N43°52'14"E along said Northwesterly right of way line 655.81 feet to the East line of the West 39 acres of the West 1/2 of the Northeast 1/4 of said Section 8; thence S00°21'07"W along said East line 174.27 feet to said proposed East bound line of Old M-76; thence N45°32'14"E along said proposed East bound line 784.75 feet; thence S45°51'15"E 203.59 feet; thence S00°15'15"E 264.30 feet; thence N99°25'41"W 19.53 feet; thence S00°01'30"E 65.05 feet; thence East 111.97 feet to the centerline of Park Lake Road; thence S90°00'27"W along said centerline 78.40 feet to the point of beginning; said parcel containing 16.94 acres more or less, including 1.50 acres more or less, temporarily in use for road purposes along Harrett Road; said parcel subject to the right of way for road purposes along Park Lake Road; said parcel subject to all easements and restrictions if any.

PARCEL B:
A parcel of land in the East 1/2 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N92°48'37"W along the East-West 1/4 line of said Section 6 a distance of 1368.92 feet to the centerline of Park Lake Road thence N00°18'27"E along said centerline 78.40 feet to the point of beginning of this description; thence West 111.97 feet; thence North 105.63 feet; thence West 111.39 feet; thence N00°15'05"E 65.05 feet; thence S99°25'41"W 19.53 feet; thence N00°15'15"E 203.59 feet; thence N45°51'15"E 264.30 feet; thence N00°21'07"W along the East-West 1/4 line of said Section 6 784.75 feet; thence N45°32'14"E along said proposed East bound line of Old M-76 272.26 feet; thence S00°19'01"E along said centerline of Park Lake Road; thence S00°15'15"E 264.30 feet; thence S45°51'15"E 203.59 feet; thence S00°21'07"W along said centerline of Park Lake Road; thence N92°48'37"W along the East-West 1/4 line of said Section 6 a distance of 1368.92 feet to the centerline of Park Lake Road; said parcel subject to the right of way for road purposes along Park Lake Road; said parcel subject to all easements and restrictions if any.
FORMER OFFER TO PURCHASE
HTML content follows

Terry,

Attached is the original purchase agreement. I did not attach all 10 addendums, but instead a letter from McGinity explaining those and the effective termination date.

Let me know if you need anything else.

Tim

Attachment: DOC026.PDF (151K)
Display / Download

Attachment: DOC.PDF (658K)
Display / Download
June 2, 2008

Mr. Scott Chappelle
Strathmore Development
1427 W. Saginaw, Suite 200
East Lansing, MI 48823

Re: Sale of DPW Site

Dear Scott,

This letter is in reference to the Buy/Sell Agreement which Strathmore Development Company entered into with the City of East Lansing on November 24, 2003, for sale of the City's DPW site located at 2000 Morrill Road containing approximately 20.24 acres. This contract has been extended several times to allow your company to do due diligence efforts. This was last extended to November 30, 2006, by a Tenth Addendum to the contract. Although we have had some discussions earlier this year regarding possible further extensions, nothing has developed and during our most recent meeting, we therefore agreed that the Buy/Sell Agreement may now be considered to have expired for all purposes.

The City is now entertaining offers to purchase a portion of the site from the two cell tower operators and will be looking to sell all or a part of the remaining site to others. We wish to thank you on behalf of the City for the interest your company has shown in purchasing and developing this site.

Very truly yours,

McGINTY, HITCH, HOUSEFIELD,
PERSON, YEADON & ANDERSON, P.C.

Dennis E. McGinty

b/c: Jim van Ravensway
ce: Tim Dempsey

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors
GREATER LENDING ASSOCIATION OF REALTORS® UNIFORM BUY & SELL CONTRACT - PART 1

SOLD OFFICE: ____________________________
LISTING OFFICE: ____________________________

1. BUYER: ______________________________________________________________________________________
   SELLER: ______________________________________________________________________________________

2. PROPERTY Located in: __________________________________________________________________________

3. AGENCY DISCLOSURE: The undersigned BUYER and SELLER each acknowledge that they have read and signed this disclosure statement.

4. PRICE. The sale price will be ______________ hundred thousand dollars ($________,000.00)

5. METHOD OF PAYMENT: All monies must be paid in U.S. Funds in the form of certified check, cashier's check, or bank money order. The sale is not to be completed by the above methods.

6. LAND CONTRACT: ____________________________________________________________________________

7. PROHIBITED STEPS: Nelle, association or buyer, do not violate any terms or conditions as stated in the agreement.

8. FUND HOLDING IN ESCROW: ____________________________________________________________________

9. ALL SELLER EXCPTIONS: _______________________________________________________________________

10. ANY SELLER REPURTED: _______________________________________________________________________

11. OCCUPANCY: SELLER will deliver and BUYER will accept possession at the property of closing, subject to the terms of the contract. If any SELLER обязан to remove, he/she shall do so on closing date or the date agreed upon.

12. SELLER'S DISCLOSURE: _______________________________________________________________________

13. LEASE OR TENANCY: _________________________________________________________________________

14. COMPLAINTS: _______________________________________________________________________________

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors 74
11. PROPERTY CONDITION: BUYER has personally inspected the property and has relied on the information contained in any written disclosure advance provided by SELLER or any real estate agent or representative regarding any aspect of the property other than conveyance titles. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® IS DEEMED CORRECT BUT IS NOT GUARANTEED OR REPRESENTED.

12. SELLER'S REPRESENTATION: SELLER warrants that the following statements are true and correct:

(a) SELLER has the right to sell the property;

(b) SELLER has not altered or damaged the property in a manner affecting its value.

13. INSPECTIONS: BUYER, with the assistance of an inspector, may make the inspections necessary to determine the condition of the property and the present state of repair. All inspections shall be made prior to the close of escrow. SELLER shall be responsible for any repairs needed as a result of the inspections. BUYER acknowledges that the inspections are for informational purposes only and do not affect the obligation of SELLER to complete the sale in accordance with the terms of this contract.

14. BUYER'S INSPECTION: BUYER may conduct inspections of the property at any time prior to the closing of the sale. If any defects are found, SELLER shall be responsible for the repair of such defects.

15. ASSIGNMENT OF CONTRACT: BUYER may assign this contract to another party with the written consent of SELLER.

16. OTHER PROVISIONS:

(a) Any amendments to this contract shall be in writing and signed by both parties.

(b) No oral agreements or understandings shall be binding on either party without the written consent of the other party.

17. MODIFICATION: This contract may be modified by written agreement only.

18. DECLARATION: This form is provided by the Greater Lansing Association of REALTORS® for the use of its members. Those who use this form are expected to follow the terms and the use of the public record must ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® disclaims responsibility for use in modes of the form, for misrepresentation, or misinterpretation made in connection with the form.

REVISED ADDENDUM TO BUY AND SELL CONTRACT BETWEEN THE CITY OF EAST LANSING AND STRATHMORE DEVELOPMENT COMPANY REGARDING 2000 MERRITT ROAD—DATED 12/2/03 (revisions underlined)

19. By submitting this revised offer, Seller expressly rejects the counter-offer of Buyer previously tendered.

20. A. Broker: Buyer is a licensed real estate broker. The parties acknowledge that no commission is due to any broker regarding this transaction.

B. Assignment: Buyer may assign its rights hereunder to an entity to be named.

C. Due Diligence Period. The purchase is contingent upon the following being completed within 15 days of the date hereof:

(i) Satisfactory environmental and geotechnical investigations and evaluations of the property by Buyer and its consultants at Buyer’s sole expense. Buyer and its consultants, shall have reasonable access to the property to perform its due diligence investigations and shall intensively and hold harmless Seller from any and all claims or damages arising therefrom. Buyer shall retain an environmental consultant within 30 days and provide copies of all environmental data to Seller in a consultant to be named by Seller’s attorney. Buyer will sign a confidentiality agreement in a form acceptable to Seller’s attorney, prior to commence environmental testing.

(ii) At the discretion of Buyer, certification from its consultant that Buyer is a bona fide purchaser under provisions of a Brownfield Environmental Assessment (BEA) and compliance plans acceptable to Seller for filing with MDEQ. The BEA shall not be submitted to the MDEQ prior to the removal of this contingency.

(iii) Approval of a brownfield redevelopment plan acceptable to Buyer for reimbursement of due care, response activities, select site assessment, construction, infrastructure improvements or other eligible expenses allowed by the Brownfield Redevelopment Financing Act and related statutes and rules. In the event Buyer is successful in obtaining an acceptable Brownfield Plan, Buyer will perform environmental remediation to the extent provided for in said approved plan. Seller shall assist Buyer as reasonably necessary to obtain such brownfield approvals.

Closing shall occur within 30 days after Due Diligence Period provided that Buyer has provided written notice that the contingencies contained in this paragraph have been removed. If the contingencies are not removed, this agreement shall terminate, and the parties shall have no further obligations hereunder. Closing shall be a LandAmerica Transaction Title Company in Lansing, Michigan or other title company mutually agreed upon by the parties.

D. Deposits. Upon removal of contingencies described in paragraph 20-C, above, Buyer shall deposit $150,000 with Transaction Title Company, which shall be applied to the purchase price at closing. If Buyer defaults, the Buyer’s deposit will be returned to Seller.

E. Documentation. Seller shall provide to Buyer, within 30 days, all relevant documents relating to the property including surveys, environmental and geotechnical information, reports, tax records and appraisals. All information shall be promptly returned to Seller if closing does not occur.

F. Duration. This offer shall be valid for a period of 30 days.

G. Personal Property. The list of items in Attachment A will be removed by Seller prior to closing at its sole risk and expense.

H. Occupancy. The property shall be vacated by Seller on August 1, 2003, provided Seller’s prior DEMO site is available for occupancy by the City. Seller will assign all rights at no cost to the City, including the lease for the existing telecommunications tower on the property, to Buyer in exchange for payment of $297,000 each at closing. Prepaid rent will not be prorated. No new leases or additional rights to extensions shall be granted by Seller during the Due Diligence Period without consent of Buyer.

I. Price. Price to be $2,180,000.00.

By: Jim van Ravensteyn, Director
(City of East Lansing’s counter offer subject to City Council approval to be obtained by December 2, 2003)

By: Scott A. Chappelle, President

#08-172

THE OETZEL-HARTMAN GROUP
Real Property Appraisers and Counselors 77
<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
</tr>
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<tbody>
<tr>
<td>Exterior Sign with logo</td>
<td>Office Innasco Drive</td>
</tr>
<tr>
<td>Interior Sign - &quot;Dept of Public Works &amp; Environmental Services&quot;</td>
<td>Stairway Landing</td>
</tr>
<tr>
<td>Compressor</td>
<td>Garage</td>
</tr>
<tr>
<td>(3) Man-n-roll Cranes</td>
<td>Vehicle Storage Area Balcony &amp; Garage</td>
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<tr>
<td>(1) 7000 lb. Lift</td>
<td>Garage</td>
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<td>First Aid Boxes</td>
<td>Various</td>
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<td>Safety Poster Frames</td>
<td>Various</td>
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<tr>
<td>Fire Extinguishers</td>
<td>Various</td>
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<tr>
<td>Work Benches</td>
<td>Street Division Sign Room - 1st Floor</td>
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<td>Street Division Sign Room - 1st Floor</td>
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<td>Meter Step - 1st Floor</td>
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<tr>
<td>Sign Rocks</td>
<td>Street Division Sign Room - 1st Floor</td>
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<tr>
<td>Metal Storage Cases and Shelving</td>
<td>Various - 1st Floor</td>
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<tr>
<td>Oak Storage Cabinet</td>
<td>Conference Room - 2nd Floor</td>
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<tr>
<td>Modular Office Furniture and Partitions</td>
<td>Office Areas - 2nd Floor</td>
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<td>Pamphlet Rack - Wall mounted</td>
<td>Reception Area - 2nd Floor</td>
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<tr>
<td>Oak Cabinet Credenza</td>
<td>Environmental Specialist's Office</td>
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<tr>
<td>Large Glass Case Bulletin Board</td>
<td>Hallway - 2nd Floor</td>
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<tr>
<td>Small Bulletin Boards</td>
<td>Various</td>
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<tr>
<td>Cold Patch Bin</td>
<td>Backyard</td>
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<tr>
<td>(3) Bay Storage Building</td>
<td>Backyard</td>
</tr>
<tr>
<td>Chain-Link Fence</td>
<td>Exterior Perimeter</td>
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</tbody>
</table>
VACANT LAND SALE COMPARABLES
Vacant - Sale - Commercial
COMPARABLE # 1006831

View facing north.

Photo Date: 6/6/2007
Taken By: LJR

LOCATION
Cross Street: NWC Clark Road & Old US 27 just south of I-69
Project Name: Hammond Landscape Supply
Street Number: 1070
Street Name: West Clark Road
City or Township: DeWitt Township
County: Clinton
State: MI
Tax ID Number: 050-016-400-031-00

SALE INFORMATION
Sale Date: 8/22/2005
Sale Price: $ 910,000.00
Cash Price: $ 910,000.00
Seller: James & Ruth Scott
Buyer: LLZ Properties, LLC

INSTRUMENT
Type of Instrument: WD
Date Recorded: 1/26/2007
Document Number: 5094669

FINANCING
Financing: Land Contract
Comments: The land contract was paid in full in January 2006 and a WD recorded on 1/26/2006. Given the short term of the contract it is assumed to be equal to a cash sale.
LAND DESCRIPTION
Net Land Area: 239,580 Sq Ft  5.500 Acres
Primary Frontage (Ft): 788,000
Physical Location: Corner
Shape: Irregular
Topography: Mostly Level
Environmental Contamination: None Known
Anticipated Improvements: In 2006 the land was improved with 2 buildings a 2,560 sq ft retail storefront, and a 6,144 sf storage building, for a landscape supply firm.
Comments: The property has 788 feet of frontage along the N side of Clark Road and 513 feet of frontage along the W side of Old US-27.

ZONING & UTILITIES
Current Zoning: BC
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public

HIGHEST AND BEST USE
Commercial

REAL PROPERTY RIGHTS
Fee Simple

CONDITION OF SALE
Arm's Length

UNITS OF COMPARISON

Physical Characteristics
Price/Sq Ft (Net Land Area): $ 3.80
Price/Acre (Net Land Area): $ 165,455
Price/Ft Ft (Primary Roadway): $ 1,155
Front Feet/Net Acre: 143.27

SOURCE
Contact: DeWitt Township Assessing
Confirmation Date: 6/5/2007
Appraiser: LJR
Vacant - Sale - Office
COMPARABLE # 1006833

View facing south across Haslett Road.

Photo Date: 6/7/2007
Taken By: LJR

LOCATION
Cross Street: S side Haslett Rd & E of Hagadorn 1/2 mile
Street Number: 1866
Street Name: Haslett Road
City or Township: City of East Lansing
County: Ingham
State: MI
Tax ID Number: 33-20-02-08-307-006

SALE INFORMATION
Sale Date: 1/12/2007
Sale Price: $250,000.00
Cash Price: $300,000.00
Seller: Diversified Assets II
Buyer: Camelot Investment Properties, LLC
Comments: The property previously sold on 1/21/2000 for $125,000, the appreciation over the 7 year holding period was 14.3% per year. The property required $50,000 in site work from fill that needs to be removed and replaced.

INSTRUMENT
Type of Instrument: WD
Liber: 3253
Page: 1231
Date Recorded: 1/12/2007

FINANCING
Financing: Cash
LAND DESCRIPTION
Net Land Area: 84,942 Sq Ft 1.950 Acres
Primary Frontage (Ft): 182,000
Physical Location: Interior
Shape: L-Shaped
Topography: Mostly Level
Environmental Contamination: None Known
Comments: The L shaped site has 182 feet of frontage along the south side of Haslett Road with a depth of 393.8 feet to the south, and the small base to the L shape extends east ward behind an adjoining property that is developed with a building.

ZONING & UTILITIES
Current Zoning: B200
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public

HIGHEST AND BEST USE
Office

REAL PROPERTY RIGHTS
Fee Simple

CONDITION OF SALE
Arm's Length

UNITS OF COMPARISON
Physical Characteristics

Price/Sq Ft (Net Land Area): $ 3.53
Price/Acre (Net Land Area): $ 153,840
Price/Ft Ft (Primary Roadway): $ 1,648
Front Feet/Net Acre: 93.33

SOURCE
Contact: City of East Lansing Assessing
Confirmation Date: 6/7/2007
Appraiser: LJR
Vacant - Sale - Office
COMPARABLE # 1006826

View of office building under construction.

Photo Date: 6/7/2007
Taken By: LJR

LOCATION
Cross Street: SWQ Coolidge & E State Road
Project Name: MSU Credit Union
Street Number: 3777
Street Name: West Road
City or Township: East Lansing
County: Clinton
State: MI
Tax ID Number: 19-20-50-35-100-102
Legal Description: Unit #2 Coolidge Park Condominium
Comments: The land of this part of the City of East Lansing was acquired from DeWitt Township under a section 425 agreement, and it remains in Clinton County. The site will have access from two roadways; the primary access from West Road on the west of the site, and Coolidge on the east side; and it will have two addresses 3777 West Road and 3775 Coolidge. As of 6/2007 the West Road extension project is essentially complete, needing only the final layer of asphalt that is scheduled for the fall of 2007.

SALE INFORMATION
Sale Date: 4/14/2006
Sale Price: $ 3,200,000.00
Cash Price: $ 3,642,287.00
Seller: Chandler Office Park LLC (Kessler)
Buyer: MSU Federal Credit Union
Comments: The seller/developer of the land in the vicinity of this property improved the prior farmland with underground infrastructure, roadways, and sidewalks. A total of 96.46 acres of land was improved at a total cost of $2,646,275 and this total cost was allocated between three parcels of land. To obtain
payment for the infrastructure development, the developer requested the City of Lansing to create a special assessment on the three parcels for the allocated development cost. This property was allocated the lowest special assessment of $442,287. The above cash price combines the purchase price with the special assessment that improved the land to the point of being a buildable site.

**FINANCING**
Financing: Cash

**LAND DESCRIPTION**
Net Land Area: 1,382,594 Sq Ft 31.740 Acres
Physical Location: Interior
Shape: Irregular
Topography: Mostly Level
Environmental Contamination: None Known
Anticipated Improvements: The site is being improved with a 4 story professional office building with approximately 100,000 sq ft of GBA.
Comments: This property was split from a larger parent parcel with a total of 124.88 acres.

**ZONING & UTILITIES**
Current Zoning: B400
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public

**HIGHEST AND BEST USE**
Office

**REAL PROPERTY RIGHTS**
Fee Simple

**CONDITION OF SALE**
Arm's Length

**UNITS OF COMPARISON**

**Physical Characteristics**

- Price/Sq Ft (Net Land Area): $2.63
- Price/Acre (Net Land Area): $114,754

**SOURCE**
Contact: City of East Lansing Assessing
Bob Scheuerman, City of East Lansing Dept of Public Works
Confirmation Date: 6/7/2007
Appraiser: LIR
Comments: OH #07-077
Facing north from Saginaw Highway.

Photo Date: 3/25/2008
Taken By: LJR

LOCATION
Cross Street: NEQ Pine Hollow & Saginaw Highway (Bus Loop I-69)
Street Name: Fenwick Court
City or Township: Meridian Township
County: Ingham
State: MI
Tax ID Number: 33-02-02-04-301-006
Comments: The site is located on the north side of Saginaw Highway in front of Whitehill Woods residential development. Fenwick Court is an interior street extending east from Pine Hollow to the site. This larger property will be separated into four smaller lots with the following addresses: 6260 & 6280 Fenwick Court, and 6255 & 6275 Saginaw Highway.

SALE INFORMATION
Sale Date: 10/12/2007
Sale Price: $653,238.00
Cash Price: $653,238.00
Seller: White Family Properties, LLC
Buyer: Morel Hill, LLC

INSTRUMENT
Type of Instrument: WD
Liber: 3284
Page: 0746
Date Recorded: 10/12/2007

FINANCING
Financing: Cash
LAND DESCRIPTION
Net Land Area: 198,198 Sq Ft 4.550 Acres
Physical Location: Interior
Shape: Irregular
Topography: Rolling
Environmental Contamination: None Known

ZONING & UTILITIES
Current Zoning: C-2 Commercial
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public

HIGHEST AND BEST USE
Office

REAL PROPERTY RIGHTS
Fee Simple

CONDITION OF SALE
Arm's Length

UNITS OF COMPARISON

Physical Characteristics
Price/Sq Ft (Net Land Area): $ 3.30
Price/Acre (Net Land Area): $ 143,569

SOURCE
Contact: Meridian Township Assessing
Ingham County Equalization
Confirmation Date: 3/26/2008
Appraiser: LJ
Comments: #06-018
Vacant - Sale - Office
COMPARABLE # 1007227

View facing west.

Photo Date: 3/25/2008
Taken By: LJR

LOCATION
Cross Street: SWC Legacy Parkway & Pine Tree
Project Name: Greater Lansing Realty Board Building
Street Number: 4039
Street Name: Legacy Parkway
City or Township: Delhi Township
County: Ingham
State: MI
Tax ID Number: 33-25-05-02-200-050

SALE INFORMATION
Sale Date: 11/22/2005
Sale Price: $900,000.00
Cash Price: $909,000.00
Seller: KNS Investment Company, LLC
Buyer: GLAR Holdings, LLC (Greater Lansing Area Realty Board)
Comments: The major portion (4.221 acres) of the property was acquired in 11/2005, but on 1/13/2006 0.58 acres of land was acquired for $9,000 from the Ingham County Drain Commissioner at the very western edge of the site.

INSTRUMENT
Type of Instrument: WD
Liber: 3195
Page: 1242
Date Recorded: 11/22/2005

FINANCING
Financing: Cash
LAND DESCRIPTION
Net Land Area: 209,132 Sq Ft 4.801 Acres
Primary Frontage (Ft): 705.000
Physical Location: Corner
Shape: Irregular
Topography: Sloping
Environmental Contamination: None Known
Anticipated Improvements: In 2006 the land was improved with a three story office building with 32,284 SF.
Comments: The site has 705 feet of frontage along the south side of Legacy Parkway and 216 feet of frontage along the west side of Pine Tree Road. The elevation of the land slopes downward to the west. The east side of the building has two stories of the building above grade, and the west side of the building has three stories above grade.

ZONING & UTILITIES
Current Zoning: C-2 Commercial
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public

HIGHEST AND BEST USE
Office

REAL PROPERTY RIGHTS
Fee Simple

CONDITION OF SALE
Arm's Length

UNITS OF COMPARISON

Physical Characteristics
Price/Sq Ft (Net Land Area): $ 4.35
Price/Acre (Net Land Area): $ 189,335
Price/Ft Ft (Primary Roadway): $ 1,289
Front Feet/Net Acre: 146.84

SOURCE
Contact: Delhi Township Assessing
Ingham County Equalization
Confirmation Date: 3/28/2008
Appraiser: LJR
Comments: #08-018
Vacant - Sale - Office
COMPARABLE # 1007745

View of Comparable.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>Cross Street:</th>
<th>Coleman Road</th>
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<tbody>
<tr>
<td></td>
<td>Street Number:</td>
<td>3515</td>
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<tr>
<td></td>
<td>Street Name:</td>
<td>West Road</td>
</tr>
<tr>
<td></td>
<td>City or Township:</td>
<td>East Lansing</td>
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<td></td>
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<td>Ingham</td>
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<tr>
<td></td>
<td>State:</td>
<td>MI</td>
</tr>
<tr>
<td></td>
<td>Tax ID Number:</td>
<td>33-20-01-02-202-001 and 33-20-01-02-202-002</td>
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</tbody>
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<table>
<thead>
<tr>
<th>SALE INFORMATION</th>
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<tbody>
<tr>
<td>Sale Date:</td>
<td>Dec. 18, 2008</td>
</tr>
<tr>
<td>Sale Price:</td>
<td>$ 1,957,500.00</td>
</tr>
<tr>
<td>Cash Price:</td>
<td>$ 1,957,500.00</td>
</tr>
<tr>
<td>Seller:</td>
<td>Ethel Geisenhaver</td>
</tr>
<tr>
<td>Buyer:</td>
<td>Greenstone Credit</td>
</tr>
<tr>
<td>Listing Price:</td>
<td>$ 2,339,000.00</td>
</tr>
<tr>
<td>Comments:</td>
<td>The property has been on the market for some time. The buyers have an existing office building just South of this property. There is an old house on the site that contributes no value at the highest and best use of the site.</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>INSTRUMENT</th>
<th>Warranty Deed</th>
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<tr>
<td>Type of Instrument:</td>
<td></td>
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<tr>
<td>Comments:</td>
<td>This was a cash sale.</td>
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</table>

<table>
<thead>
<tr>
<th>FINANCING</th>
<th>Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financing:</td>
<td></td>
</tr>
</tbody>
</table>
LAND DESCRIPTION

- Net Land Area: 694,346 Sq Ft
- Primary Frontage (Ft): 730.000
- Physical Location: Interior
- Shape: Irregular
- Topography: Undulating
- Environmental Contamination: None Known
- Anticipated Improvements: Professional offices
- Comments: There is a small pond (low area) between the old residence and the expressway.

ZONING & UTILITIES

- Current Zoning: RA
- Master Plan: Office
- Water: Public
- Sewer: Public
- Gas: Natural
- Electricity: Public

HIGHEST AND BEST USE

- Office

REAL PROPERTY RIGHTS

- Fee Simple

CONDITION OF SALE

- Arm’s Length
- The parties negotiated for sometime. The sale price was to be $2,057,500 but the seller took $1,957,500 if the closing was before Jan. 1, 2009. The seller had to pay capital gain tax and did not know what was going to happen in 2009 and took $100,000 less to close in 2008.

UNITES OF COMPARISON

<table>
<thead>
<tr>
<th>Physical Characteristics</th>
<th>Value</th>
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<tbody>
<tr>
<td>Price/Sq Ft (Net Land Area):</td>
<td>$ 2.82</td>
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<tr>
<td>Price/Acre (Net Land Area):</td>
<td>$ 122,804</td>
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<tr>
<td>Price/Frt Ft (Primary Roadway):</td>
<td>$ 2.682</td>
</tr>
<tr>
<td>Front Feet/Net Acre:</td>
<td>46.80</td>
</tr>
</tbody>
</table>

SOURCE

- Contact: Mr. John Munn, Broker
- Confirmation Date: 12/22/2008
- Appraiser: TRO
ADDITIONAL PHOTOS

View of home on site.

Photo Date: 1/2/2009
Taken By: TRO
MDEQ Status – 2000 Merritt

Part 201 Site ID: 33000622
BEA: 201101582LA
BEA: 201101583LA
MEMORANDUM

TO: George Lahanas, City Manager

FROM: Tim Dempsey, Director – Planning, Building, and Development

DATE: April 21, 2016

SUBJECT: Purchase Agreement for City owned land

Attached with this memo is a Purchase Agreement from Samuel C. Eye and Dominic Luberto for the 6.42 acre City owned parcel at Park Lake and Merritt Roads. The key terms of the offer are as follows:

- Purchase price of $850,000
- 90 day due diligence period
- City splits the 5% commission with the buyers

The City sold the adjoining 10 acres and former Public Works building in 2011 for $350,000.

I am requesting that this item be placed on Council’s agenda at their April 26 regular meeting. If Council is agreeable to this offer, they should approve it with authorization to have you execute it along with the agency disclosure.
EAST LANSING
CITY COUNCIL

AGENDA

April 26, 2016
07:00 PM

East Lansing City Council
Mayor Mark Meadows
Councilmember Ruth Beier

Mayor Pro Tem Erik Altmann
Councilmember Shanna Draheim

Councilmember Susan W. Woods

City Council meets to take action on legislative matters on several Tuesdays of each month. It is at this time that they can vote on items that appear on their agenda. Meetings start at 7:00 p.m. unless otherwise scheduled, and are cablecast live over WELG, Channel 22, to the community.

AGENDA ITEMS GENERALLY

By the time an item gets to the City Council agenda, extensive work has already taken place by one or more of the City’s attorneys, boards, commissions, staff, Councilmembers, and individuals or groups in the community. The work is documented and provided to Council for consideration prior to taking action on an agenda item.

COMMUNICATIONS
After Council opens their agenda, members of the audience are given an opportunity to speak to Council about any topic that is not on the agenda. Members of the audience are also allowed to speak to any item on the agenda but are encouraged to do so as the item is addressed by Council. Speaker cards are available near the podium and must be filled out by the speaker. As each agenda item is addressed, the Mayor will invite those who wish to speak to the podium. All speakers are encouraged to be considerate of others waiting to address Council by keeping their remarks brief.

PUBLIC HEARING AGENDA

Public Hearing Agenda items include all action items that are required by law to be noticed in a paper of general circulation typically not less than 15 days prior to the hearing as required by ordinance, charter, or statute. The notice must include the time, place and subject of the hearing. A public hearing is that portion of a meeting designed specifically to receive input from the public on that item. There are two primary areas of municipal governance with statutes regulating public hearings that the City is required to follow - the Planning Enabling Act (a public hearing is required to amend a zoning ordinance, take action on a special use permit or Planned Unit Development and to adopt a master plan), and the Uniform Budgeting and Accounting Act (a public hearing is required to adopt the budget). In addition, certain community development, economic development, tax increment financing, grant, and related programs have public hearing requirements imposed by state statute, federal law, or granting agency.

CONSENT AGENDA

Consent Agenda items include routine business items that Council can approve with a single vote. Item included on the Consent Agenda must be voted on separately if requested by any member of the Council. Items requested to be voted on separately are typically moved to the Business Agenda for discussion.

BUSINESS AGENDA

Business Agenda items include all action items that require discussion but are not required by law to hold a noticed public hearing and those items that a public hearing was held for but action was not taken at the time of the hearing.

AGENDA

East Lansing City Council

City Council Chambers

East Lansing, MI-48823

07:00 p.m.

1. Roll call

2. Approval of the agenda

3. Approval of the minutes for the April 12, 2016 special budget meeting
April 12 sbm

4. Approval of the minutes for the April 12, 2016 regular meeting

April 12

COMMUNICATIONS

5. Written communications received by Council relevant to topics on the agenda

Written Communications

6. Communications from the audience

7. Communications from the Mayor and Councilmembers

8. City Manager’s Report    Executive Session    Collective Bargaining

9. City Attorney’s Report

CONSENT AGENDA

10. Approval of a resolution authorizing submission of an Ingham County Parks and Trails Millage Grant application for maintenance and repair of the Northern Tier Trail and authorize the City Manager to sign and submit the grant application

   Ingham County Parks: Memo

   Ingham County Parks: Map

   Ingham County Parks: Resolution

11. Approval of a letter of agreement with Michigan State University Council of Graduate Students (COGS) for semester permit parking for the 2016-2017 academic year

   COGS: Memo

   COGS: Letter Of Agreement

   COGS: Parking

12. Approval of a Purchase Agreement in the amount of $850,000 with Samuel C. Eyde and Dominic Luberto for the sale of a 6.42 acre parcel of land at the corner of Merritt Rd. and Park Lake Rd. and authorize the City Manager to sign

   DPW: Memo
13. Approval of an "Emergency As-Needed Electrical/SCADA Services Proposal" with Tetra Tech in the amount of $35,000.00 and authorize the City Manager to sign

Tetra Tech: Proposal

Tetra Tech: Emergency Electrical

14. Approval of a contract with Able Concrete, Inc. for the 2016 Miscellaneous Concrete Project at the unit prices bid with a total amount not-to-exceed $80,000.00 and authorize the City manager to sign

Miscellaneous Concrete Project: Memo

Miscellaneous Concrete Project: Bid Tab

15. Approval to award and authorize the City Manager to enter into a contract with Able Concrete Inc. for the 2016 Community Development Block Grant Project- Park Lane Sidewalk; Burcham Drive and Abbot Road Intersection; and the Burcham Drive and John R. Street Intersection Project at the unit prices bid with a total contract amount not-to-exceed $209,233.00

CDBG: Memo

CDBG: Bid Tab

16. Set a public hearing for May 24, 2016, for consideration and approval of submission of Consolidated Plan document to the Department of Housing and Urban Development. The Comment Period on the document began on Monday, April 18, 2016 and will end on May 18, 2016 and the document can be found on the City's website

Consolidated Plan: Memo ADD-ON

17. Approval of an amended resolution to extend the deadline to June 30, 2016 for submission of the Nonconforming Use Committee’s recommendations to City Council

Nonconforming: Letter

Nonconforming: Resolution

18. Introduce and refer to Planning Commission Ordinance No. 1371; a request from Brian Hagan manager of EL 16, LLC to rezone 136 Durand from R-2 to RM-32

Ord 1371: Memo
Ord 1371: Ord

Ord 1371: Aerial map

Ord 1371: Zoning Map

Ord 1371: Rental map

Ord 1371: Nonconforming map

Ord 1371: Future land use

PUBLIC HEARING

18. Consideration of Ordinance No. 1370: an ordinance to amend Sections 44-335, 44-336 and 44-341 of Chapter 44 - Traffic and Vehicles

Ord 1370: TC ord

Ord 1370: TC memo

Ord 1370: Draheim ord

Ord 1370: 1370A

GAVEL-TO-GAVEL COVERAGE OF REGULAR CITY COUNCIL MEETINGS ARE STREAMED LIVE, ARCHIVED ONLINE AND AVAILABLE VIA AN ON-DEMAND PLAYBACK OPTION @ WWW.CITYOFEASTLANSING.COM/COUNCILMEETINGS. THE MEETINGS CAN BE VIEWED BY AGENDA ITEM AND ARE KEYWORD SEARCHABLE. IN ADDITION, RECORDED MEETINGS ARE TELEVISION AND REPLAYED ON CHANNEL 22 (WELG).

The City of East Lansing will provide reasonable accommodations, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at this meeting, upon notice to the City of East Lansing prior to a meeting. Individuals with disabilities requiring reasonable accommodations or services please write or call City Manager's Office, 410 Abbot Road, East Lansing, MI 48823 (517) 319-6920 TDD 1-800-649-3777
CITY OF EAST LANSING  
REGULAR COUNCIL MEETING  
MINUTES  
April 26, 2016

Present: Altmann, Draheim, Woods, Meadows  
Absent: Beier

The meeting was called to order at 7:00 p.m. by Mayor Meadows. The meeting was held in Council Chambers of the 54-B District Court, 101 Linden Street, East Lansing.

**Item 1**

Approval of the Agenda

Moved by Meadows, seconded by Draheim to approve the amended agenda, by moving item #19 to the consent agenda.

ALL YEAS  
MOTION CARRIED

**Item 2**

Approval of the Minutes

Moved by Woods, seconded by Altmann to approve the minutes for the April 12, 2016 special budget meeting.

ALL YEAS  
MOTION CARRIED

Moved by Draheim, seconded by Woods to approve the amended minutes for the April 12, 2016 regular meeting.

ALL YEAS  
MOTION CARRIED

**Item 3**

Written Communication

Document of written communication received by Council as of today’s date is in agenda packet and available to the public on Granicus system on City website [www.cityofeastlansing.com](http://www.cityofeastlansing.com).

Meadows reported a letter was received from the East Lansing Transportation Commission in regards to the proposed changes to Ordinance No. 1370.

**Item 4**

Communications from Audience

- Rachel Tanner, 200 N. Foster Ave spoke for a request for funding for ITEC
- Susan Chalgian, 529 Belmonte spoke about funding request for basic needs MSU for migrant workers
Michael Coscarelli, 2504 E. Michigan Ave., Lansing, MI spoke on behalf of Listening Ear and support of funding from the Community Development Block Grant.

Moreau Maxwell, 1014 Chesterfield Parkway, spoke in opposition to Ord. 1370.

Kevin McGraw, 219 Samuel Oaks, Okemos, MI spoke with gratitude for the grant opportunity for Volunteers of America.

Erica Schmittdiel, 219 Wilson Rd. spoke to recommend funding for the MSU Safe Place.

Erin Roberts, P.O. Box 14149, Lansing, MI spoke on behalf of EVE and extended her appreciation for the opportunity for funding from the Community Development Block Grant.

Item 5

Communication from Mayor and Council Members

Councilmember Altmann:
- Encouraged residents to attend the 5th annual Books, Bites & Bids Library Fundraiser on Friday, April 29, 2016 from 5:30-9:00.

Councilmember Woods:
- Reported the Taste of East Lansing was a huge success, again this year. Crystal Awards were given out to four unsung heroes in East Lansing. The Love EL workshop on Friday April 22, hosting, author Peter Kageyama and his book “Love Where You Live” was greatly attended by many residents.

Councilmember Draheim:
- No report

Mayor Pro Tem Beier:
- Absent

Mayor Meadows:
- Agreed with Woods on the success of the Love EL workshop and used this information at the Council of Neighborhood Presidents by discussing future programs on how to identify the person or thing which binds neighborhoods together.

Item 6

City Manager’s Report

City Manager George Lahanas:
- Requested Council meet in Executive Session for the purpose of collective bargaining. He also thanked Assistant City Manager, Megan Clark, for her excellence in service to the city of East Lansing. He introduced Eilise Seide, who will replace Megan in her absence.

Item 7

City Attorney’s Report
Item 8

1. Approval of a resolution authorizing submission of an Ingham County Parks and Trails Millage Grant application for maintenance and repair of the Northern Tier Trail and authorize the City Manager to sign and submit the grant application

2. Approval of a letter of agreement with Michigan State University Council of Graduate Students (COGS) for semester permit parking for the 2016-2017 academic year

3. Approval of a Purchase Agreement in the amount of $850,000 with Samuel C. Eyde and Dominic Luberto for the sale of a 6.42 acre parcel of land at the corner of Merritt Rd. and Park Lake Rd. and authorize the City Manager to sign

4. Approval of an “Emergency As-Needed Electrical/SCADA Services Proposal” with Tetra Tech in the amount of $35,000.00 and authorize the City Manager to sign

5. Approval of a contract with Able Concrete, Inc. for the 2016 Miscellaneous Concrete Project at the unit prices bid with a total amount not to-exceed $80,000.00 and authorize the City manager to sign

6. Approval to award and authorize the City Manager to enter into a contract with Able Concrete Inc. for the 2016 Community Development Block Grant Project- Park Lane Sidewalk; Burcham Drive and Abbot Road Intersection; and the Burcham Drive and John R. Street Intersection Project at the unit prices bid with a total contract amount not-to-exceed $209,233.00

7. Set a public hearing for May 24, 2016, for consideration and approval of submission of Consolidated Plan document to the Department of Housing and Urban Development. The Comment Period on the document began on Monday, April 18, 2016 and will end on May 18, 2016 and the document can be found on the City’s website

8. Approval of an amended resolution to extend the deadline to June 30, 2016 for submission of the Nonconforming Use Committee's recommendations to City Council

9. Introduce and refer to Planning Commission Ordinance No. 1371; a request from Brian Hagan manager of EL 16, LLC to rezone 136 Durand from R-2 to RM-32

Moved by Draheim, seconded by Woods to approve the consent agenda.

ALL YEAS
MOTION CARRIED

CITY OF EAST LANSING
EAST LANSING CITY COUNCIL

RESOLUTION AUTHORIZING A TRAILS GRANT APPLICATION UNDER THE INGHAM COUNTY PARKS AND TRAILS MILLAGE PROGRAM

WHEREAS, the City of East Lansing desires to conduct maintenance and repairs to the Northern Tier Trail; and,

WHEREAS, the 3.47 miles of the Northern Tier Trail that are located in Ingham County are eligible for funding from the Ingham County Parks and Trails Millage Program; and,

WHEREAS, the Ingham County Board of Commissioners has identified limited parks and trails millage funds for the maintenance and repair of eligible asphalt trails; and,

WHEREAS, the City of East Lansing has prepared a grant application for submission to the Ingham County Board of Commissioners requesting funds for maintenance and repair of the Northern Tier Trail; and,

WHEREAS, the Parks and Recreation Advisory Commission, during its April 20, Regular Meeting, passed a motion by unanimous vote supporting the submittal of a trails maintenance grant application to the Ingham County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the City of East Lansing City Council hereby expresses its support and authorizes an application to the Ingham County Board of Commissioners for an Ingham County Parks and Trails Millage, Trails Maintenance Grant.

BE IT FURTHER RESOLVED, that the City Manager is authorized to sign the application and act as the City’s representative.

CITY OF EAST LANSING
EAST LANSING CITY COUNCIL

RESOLUTION TO EXTEND THE DEADLINE FOR THE NONCONFORMING USE COMMITTEE TO MAKE RECOMMENDATIONS TO CITY COUNCIL.

WHEREAS, City Council established a Nonconforming Use Committee (the “Committee”) by resolution on January 5, 2016; and

WHEREAS, the City Council set a deadline for the Committee to forward its recommendations to the Council no later than April 30, 2016; and,
WHEREAS, whereas the committee has unanimously requested an extension of that deadline to June 30, 2016; and

WHEREAS, the Committee has shown good cause due to the complex nature of this topic and extensive discussions and progress to-date.

NOW THEREFORE BE IT RESOLVED, that the City Council for the City of East Lansing hereby amends the date for submission of the Committee’s report and recommendations from April 30, 2016 to June 30, 2016.

Item 10

Public Hearing – Ordinance No. 1370

Consideration of Ordinance No. 1370; an ordinance to amend Sections 44-335, 44-336 and 44-341 of Chapter 44 - Traffic and Vehicles

Resource: Steven Roach

Roach gave a brief summary of the recommendations made by the Transportation Commission. Comments from Mayor Meadows were used as a guide to make the formal changes. Some of the items considered by the commission included eligibility criteria, increasing the petition threshold and increasing the duration for data collection.

Council discussed the distinction between administrative approval and discretionary approval. There was also discussion about eligibility criteria; considering if the language was vague. Roach suggested using measurements of parking spots and street dimensions to make language more clearly defined.

Public Comment:

- Diane Wing, 1024 Huntington, spoke in opposition to Ordinance No. 1370.
- Jack Roberts, 1041 Chesterfield Parkway, asked for clarifications on the different proposals and spoke in opposition to Ordinance No. 1370.
- Laurie Dunlap, 1035 Chesterfield Parkway, asked for clarifications on the proposals and gave her opposition to Ordinance No. 1370.
- Peter Foster-Fishman, 1046 Cresenwood Road, spoke about his concerns with the role of the neighborhood association.
- Michael Christensen, 209 Kensington, commended Council with attempting to make changes to Ordinance No. 1370 but expressed his concerns with the changes proposed.

Moved by Meadows, seconded by Woods to defer Ordinance No. 1370 to the May 10, 2016 regular meeting.

ALL YEAS
MOTION CARRIED

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Discussion:

Meadows acknowledged some changes to the language in Ordinance No. 1370 would be beneficial to clear up some of the concerns raised by the audience. Meadows continued by stating this topic has been under discussion for many months and he would like to move forward with a decision on the ordinance at the May 10, 2016 meeting.

Atmann discussed his concerns with proposed changes to Ordinance No. 1370. Atmann stated approximately 1,000 residents live in permit parking areas in the City of East Lansing. Permit parking serves its purpose to enable snow plowing, leaf removal, and safer streets. He stated changing the process to make it easier for residents to obtain parking permits is important.

**Item 11 Executive Session**

Moved by Atmann, seconded by Woods to adjourn by roll call vote to Executive session to discuss collective bargaining.

Roll Call:
YEAS – Atmann, Draheim, Woods, Meadows
NAYS – None
ABSENT - Beier

MOTION CARRIED

Council adjourned to Executive session at 9:07 p.m.

Moved by Draheim, seconded by Woods to adjourn Executive session and return to regular meeting at 9:22 p.m.

ALL YEAS
MOTION CARRIED

**Item 12 Adjournment**

Moved by Atmann, seconded by Woods to adjourn regular meeting at 9:28 p.m.

ALL YEAS
MOTION CARRIED
REAL ESTATE PURCHASE AGREEMENT OFFER

This Real Estate Purchase Agreement Offer ("Agreement") is made April 18, 2016, by the City of East Lansing, c/o George Lahana, City Manager, 410 Abbot Road, East Lansing, Michigan, 48823 ("Seller") to Samuel C. Eyde and Dominic Luberto, or an entity to be formed by them, with a mailing address of 4660 S. Hagadorn Road, Suite 100, East Lansing, Michigan, 48823 ("Buyer"). Buyer and Seller are each a "Party" and together the "Parties."

Subject to the contingencies set forth herein, Seller agrees as follows:

1. Property, Purchase Price, Deposit, and Payment. Seller agrees to sell the Property, situated on- Merit Road, East Lansing, Michigan consisting of approximately 6.42 acres together with all existing buildings and improvements on the property including all systems, facilities, fixtures, equipment, and improvements thereon and all privileges, rights, easements, hereditaments, and appurtenances thereunto, and further described as parcel D on Exhibit A attached hereto (the "Property") at a price of Eight Hundred Fifty Thousand and no/100 Dollars ($850,000) (the "Purchase Price"), plus or minus pro-rata and commissions, under the terms set forth in this Agreement. Within five (5) business days of the Buyer's acceptance of this offer and the East Lansing City Council's subsequent approval of the contract in conformity with the requirements of the Open Meetings Act (the Effective Date), Buyer shall deposit Five Thousand and no/100 Dollars ($5,000.00) with the Title Agency as a Deposit. The Deposit shall be applied to the Purchase Price at Closing or refunded to Buyer or retained by Seller according to the terms of this Agreement. The Purchase Price shall be paid in cash at Closing. The Property is being acquired for the development of a multi-tenant retail/mixed use project to be determined by Buyer, and prior to Closing the Property must satisfy Buyer's intended use.

2. Title Insurance. Within thirty (30) days of the Buyers failure to notify Seller of the rejection of the property pursuant to paragraph 4 of this agreement, Seller shall provide to Buyer a commitment for an American Land Title Association Title Policy ("Title Policy") along with copies of all supporting documents affecting title to the Property ("Commitment") from a title agency mutually acceptable to Buyer and Seller ("Title Agency"). At Closing the Title Agency shall issue the Title Policy to Buyer, which shall be without standard exceptions, and shall include full-extended coverage, an access endorsement, a survey endorsement, a contiguity endorsement, and a tax parcel endorsement. Any lien against the Property shall be removed by Seller at or before Closing. Title conveyed at Closing shall be free simple by warranty deed without exceptions and in a condition acceptable to Buyer in Buyer's sole discretion ("Warranty Deed"). The charges for title insurance and endorsements shall be paid by Seller. State and county transfer taxes due, if any, upon recording of the Warranty Deed shall be paid by Seller.

3. Seller Documents. Within thirty (30) days of the Effective Date, Seller shall provide to Buyer any and all information and documents related to the Property in Seller's possession, custody, or control ("Documents"), including, but not limited to any and all (a) environmental, geotechnical, soils and hazardous material reports, and engineering studies, (b) all documentation related to any Brownfield applications and/or credits, (c) surveys, topographical maps, reports, studies and analyses, (d) appraisals, and (e) correspondence or litigation related to the Property.
4. **Inspection Period, Indemnification and Hold Harmless of Seller.** The Closing of this Agreement is contingent upon Buyer's satisfaction with Buyer's inspection of the Property. Upon the delivery to Buyer by Seller of the Commitment and the Documents described above, Buyer shall have ninety (90) days to perform its inspection of the Property unless further extended in accordance with the terms hereof (the "Inspection Period"). The Inspection Period may be extended by written request from the Buyer and approval of the Seller. During the Inspection Period, Buyer shall determine if the purchase of the Property is feasible for Buyer's intended use in Buyer's sole and absolute discretion. Buyer may obtain such tests, studies, surveys, and inspections of the Property as Buyer deems appropriate, and Seller hereby grants Buyer and Buyer's agents the right to enter upon the Property to and conduct such tests, studies, surveys, and inspections, at Buyer's expense and at times convenient to Seller. Buyer, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, and all of its elected and appointed officers, agents, servants, and employees from any and all claims or threats of claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of Buyer, or anyone acting on behalf of Buyer, being on the property. This obligation survives the termination of this agreement. After the Effective Date and until Closing, Seller shall use and operate the Property in a manner consistent with Seller's practice immediately prior to the Effective Date. During the Inspection Period, Seller shall cooperate with Buyer in arranging inspections. Buyer shall give Seller notice of Buyer's acceptance or rejection of the Property before expiration of the Inspection Period (including any extension). If Buyer gives notice of rejection of the Property and a request for return of the Deposit, then without the necessity of further documentation, this Agreement shall be deemed terminated and the Deposit shall be refunded to Buyer. The Parties acknowledge that Buyer has incurred substantial costs in executing this Agreement and inspecting the Property, and would not have entered into this Agreement without the availability of the Inspection Period. Therefore, the Parties agree that consideration exists to support the termination provisions of this Agreement either before or at the expiration of the Inspection Period.

5. **Risk of Loss, Damage or Destruction.** Between the Effective Date and Closing, the risks and obligations of ownership, unless otherwise specified herein, and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller.

6. **Assignment.** Buyer may assign or transfer its interest in this Agreement in Buyer's discretion.

7. **Brokerage.** Seller has no listing agreement with any Broker. Buyer has a buyer's agency agreement with Martin Commercial Properties, Inc., a Michigan corporation d/b/a CBRE Martin (Buyer's Broker). Seller and Buyer agree to each pay 50% of the real estate commission due to CBRE on the sale of the Property. The total real estate commission due and owing under buyer’s agency agreement is 3% of the total sale price. This obligation shall survive the termination of this agreement but is contingent on the sale of the property and shall only become due and payable upon the actual closing of the sale of the property. A failure to close on the sale of the property voids any commission due and owing to buyer's agent under buyer's agency agreement.

8. **Representations and Warranties of Parties.**

(a) **Seller represents to Buyer that, to the best of Seller's knowledge, without any specific investigation:**
(i) Seller, upon approval by the East Lansing City Council, possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. All Closing documents executed by Seller will constitute valid and binding instruments enforceable in accordance with their terms. Except as described herein, no consent of any other party is required for the performance by Seller of its obligations hereunder or under the Closing documents.

(ii) No suit, action, arbitration, or legal, administrative, or other proceeding is pending or has been threatened against the Property or against the Seller with respect to the Property. No proceedings under federal or state bankruptcy or insolvency laws have been commenced against Seller which have not been terminated; no general assignment for the benefit of creditors has been made by Seller; and no trustee or receiver of Seller's interest in the Property has been appointed.

(iii) Seller is the fee owner of the Property, and as of Closing, no other party has any interest in the Property or right to purchase the Property or any portion thereof. Seller has not entered into any other agreement for the purchase, sale, or transfer of the Property or any interest therein.

(iv) Seller has paid or will pay at Closing, any local, state, federal taxes and special assessments attributable to the period prior to Closing which, if not paid, could constitute a lien on the Property, or for which Buyer may be held liable after Closing.

(v) Seller has not received any notice nor has any knowledge that any governmental authority, or any employee or agent thereof, considers the operation, use or ownership of the Property to violate or have violated any fire, zoning, health, building code or other ordinance, law or regulation or order of any government or any agency, body or subdivision thereof, or that any investigation has been commenced, or is contemplated, regarding such possible violation. Seller has not received notice of any pending or threatened proceeding in eminent domain or otherwise which would affect the Property, or any portion thereof.

(vi) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA").

(vii) The execution and delivery of this Agreement and the consummation of the transactions will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument, to which Seller is a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Seller.

(viii) Seller is unaware of any existing or pending claim of liability on Seller under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or in any other federal, state or local law, order or regulation governing hazardous substances, as such laws, orders or regulations may be amended from time to time (collectively, "Hazardous Waste Laws") with respect to the Property.
(ix) No portion of the Property is subject to a lease or any other right of occupancy of any third party except those rights pursuant to any easements over the Property.

(x) Except as otherwise permitted herein, during the period commencing on the Effective Date and ending on the earlier of the Closing Date or termination of this Agreement, (a) Seller shall not enter into any agreement or other contract affecting or relating to the Property that will survive the Closing; (b) Seller shall not transfer any of the Property or create, permit or suffer to exist on any of the Property any liens, mortgages or security interests that will survive Closing; (c) Seller shall maintain the Property in the same manner in which Seller is maintaining the Property as of the Effective Date; and (d) Seller will not market the Property and will not enter into any agreement to sell the Property to any other party.

(xi) Seller shall promptly notify Buyer in writing of any event or occurrence which would cause any of Seller's representations and warranties set forth in this Agreement to cease to be true, correct, or accurate in any manner.

(xii) Seller agrees that it shall not access, cultivate, harvest, or otherwise attempt to access the oil, gas, or mineral rights reserved to Seller without the prior written consent of Buyer. In no event shall Seller's cultivation, harvesting, or access to the oil, gas, or mineral rights interfere or disrupt Buyer's use, access, or enjoyment of the Property.

(b) Buyer represents to Seller that:

(i) Buyer possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. The persons executing this Agreement on behalf of Buyer have full power and authority to bind Buyer, and upon execution and delivery of the same, all Closing documents executed by Buyer will constitute valid and binding instruments enforceable in accordance with their terms.

(ii) There is no claim, action, suit or proceeding pending or, to the knowledge of Buyer, threatened against, by or otherwise affecting Buyer, which could materially impair Buyer’s ability to perform its obligations under this Agreement.

9. Conditions Precedent to Closing.

(a) Buyer's and Seller's obligations to close hereunder shall be expressly conditioned upon the occurrence or fulfillment of each of the following conditions on or prior to the Closing Date (as hereinafter defined):

(i) All of the representations by Buyer and Seller set forth in this Agreement shall be true and correct at and as of the Closing Date in all material respects.

(ii) Buyer and Seller shall have performed, in all material respects, all
covenants, agreements, and conditions required by this Agreement to be performed by each prior to the Closing Date.

(iii) Buyer or Seller shall not have earlier terminated this Agreement in accordance with the terms hereof.

(iv) Buyer and Seller shall have delivered to the Title Agency all such other instruments and documents as may be reasonably required by Title Agency to allow the Closing to occur.

(v) The issuance at Closing by the Title Agency of the Title Policy in accordance with this Agreement.

(vi) No suit, action, or other proceeding (instituted by any party other than Buyer) shall be pending which seeks, nor shall there exist any judgment the effect of which is, to restrain the purchase and sale of the Property.

(vii) That no material adverse change in the Property, or its future use or operation, shall have occurred through the date of Closing.

(viii) Seller is able to comply with the title insurance requirements of paragraph 2 of this agreement without expending unforeseen funds or funds in an amount unsatisfactory to Seller.

(viii) The City of East Lansing's City Council shall have approved the sale of this property in accordance with the terms of this agreement pursuant to the requirements of Michigan's Open Meeting Act.

If any of the conditions precedent to closing set forth above are not satisfied, this Agreement may, at each respective Party's option, be terminated, in which case the Title Agency shall return the Deposit in full to Buyer, the obligations of the Parties under this Agreement shall expire, and this Agreement shall become null and void. If the Seller has complied with all of the terms specified herein and the Buyer has failed to notify Seller at the close of the inspection period of the rejection of the property and Buyer fails or refuses to close on the property, said failure or refusal to close shall constitute a default by Buyer and the Deposit shall be retained by Seller in accordance with paragraph 13.

10. Prorations. The following prorations and adjustments shall be made between Buyer and Seller at Closing:

   (a) Taxes. The property is currently exempt from taxes as publicly owned property and there are no taxes due and owing thereon. Any taxes assessed after closing shall be the responsibility of the buyer.
(b) **Other Items.** Any other items identified herein to be prorated shall be prorated as of the Closing Date.

11. **Closing and Possession.** Closing shall take place on or before the earlier of sixty (60) days after the end of the Inspection Period or such other earlier date mutually agreed to by the Parties. Closing shall take place at the Title Agency at a time the Parties hereto mutually agree. All documents and instruments required for the Closing shall be delivered to the Title Agency at or prior to the time of Closing. Possession of the Property shall be tendered by Seller to Buyer at Closing. On or prior to the Closing Date, Seller shall deliver to Title Agency (i) the duly executed Warranty Deed; (ii) a duly executed owner’s affidavit in customary form, and (iii) such other documents which are consistent with this Agreement as may be reasonably required by the Title Agency to enable such Title Agency to issue the Owner’s Title Policy in accordance with this Agreement. On or prior to the Closing Date, Buyer shall deliver to Title Agency (i) the Purchase Price and (ii) such other documents which are consistent with this Agreement as may be reasonably required by the Title Agency to enable such Title Agency to issue the Owner’s Title Policy in accordance with this Agreement. The Parties shall further execute and deliver at the Closing a closing statement memorializing the Closing, any applicable closing agreements, and any other affidavits and/or documents that the Title Agency, Seller, and/or Buyer may reasonably require. Seller shall pay the cost of the Commitment and Title Policy, any real property transfer taxes due upon recording the warranty deed, and any recording fees necessary to deliver good, marketable title free from any and all liens. Buyer shall pay the costs related to Buyer’s inspection of the Property and the recording fees for the Warranty Deed. Each Party shall pay one half of the Title Agency’s closing fee. Each Party shall pay the fees and expenses of its respective legal and other advisors.

12. **Notices.** Any notice under this Agreement shall be in writing by US mail, electronic mail, personal delivery, or by facsimile to the address or telephone number listed below.

**Buyer:**

Samuel C. Eyde  
4660 S. Hagadorn Road  
East Lansing, Michigan  48823  
Fax No.: (517) 351-3946  
Email: eyde@eyde.com

With a copy to:  
Kenneth U. Lucas  
Kenneth U. Lucas, PC  
200 Woodland Pass  
East Lansing, Michigan  48823  
Fax No.: (517) 351-2307  
Email: KULucas@comcast.net

**Seller:**  
City of East Lansing  
Attn: George Lahanas, City Manager
13. Remedies.

(a) In the event Seller fails in a material way to perform or breaches any of its representations or warranties or any covenants to be performed by Seller under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the Deposit. Buyer waives all other remedies.

(b) If Buyer defaults in its performance of any term, covenant, condition, or obligation under this Agreement, including any obligation of Buyer to purchase the Property, other than any duty to indemnify Seller or any duty that survives Closing, Seller shall be entitled to terminate this Agreement and to receive the Deposit. Seller waives all other remedies.

14. Amendment and Waiver. This Agreement may only be modified, waived, or discharged in writing signed by the Party or Parties to be bound.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan without reference to its conflict of law provisions. It is binding on the Parties and their respective successors and assigns. The paragraph headings in this Agreement are included solely for convenience. This Agreement may be executed in any number of counterparts, and signatures hereto may be in original, facsimile, electronic, or PDF format, and each counterpart and signature shall be deemed an original and all such counterparts and signatures together shall constitute one and the same Agreement. This Agreement contains all the representations by each Party to the other and expresses the entire understanding between the Parties with respect to the Property. All prior communications concerning the subject matter are merged in or replaced by this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Date specified above.

BUYER: Samuel C. Eyde and Dominic Luberto, or an Entity to be formed by them.

By: __________________________

Samuel C. Eyde
Date: 4-15-16

SELLER:

City of East Lansing

By: __________________________

George Lahanas
Its: City Manager
Date: 4-28-16
SELLER/BUYER AGENCY DISCLOSURE

Parcel of land between Mandi Blvd. and Park Lake Road, owned by the City of East Lansing

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should, from the outset, understand who the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business relationship with the real estate agent and the Seller or Buyer.

Duties of Seller's Agent

A real estate agent who has listed a Seller's property for sale acts as the agent for the Seller only and has a fiduciary duty of loyalty to the Seller. In practical terms, the Seller has hired the agent to sell their property and that agent should attempt to obtain the best sale price and terms for the Seller, the most favorable sale price and terms. Although the Seller's agent has the fiduciary duty to the Seller, that agent is, by law, responsible to all prospective Buyers to treat them with honesty, fair dealing, and with good faith. A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations: (To the Seller) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; (To the Buyer until the Seller) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the property that are not known to, or within the diligent attention and observation of, the parties.

Duties of Buyer's Agent

A real estate agent can, with a Buyer's written consent, define how the agent will be paid, agree to act as agent for the Buyer only. As an agent working on behalf of the Buyer, the agent has a fiduciary duty of loyalty to the Buyer. In practical terms, that means the Buyer's agent is concerned with the Buyer's best interests in the transaction, including attempting to obtain for the Buyer the most favorable sale price and terms. A real estate agent cannot, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive a commission from the Seller. An agent acting only for the Buyer has the following affirmative obligations: (To the Buyer) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; (To the Buyer and the Seller) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the value of property that are not known to or within the diligent attention and observation of the parties.

Duties of Agent Representing Both Seller and Buyer

A real estate agent, either acting directly or through one or more associate licensees, may legally be the agent of both the Seller and the Buyer in the transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller and the Buyer; (b) Any duties to the Seller and the Buyer as stated above in their respective sections. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

Duties of Seller and Buyer

The above duties of real estate agents in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to ensure that you adequately express your understanding of the transaction, if legal or tax advice is desired, consult a competent professional attorney or accountant.

Confirmation of Agency Disclosure

At the signing of this agreement, the following agency relationship is hereby confirmed for the transaction. Martin Commercial Properties, Inc., a Michigan Corporation, d/b/a CBRE/Martin is the agent of the Buyer, and the agent has previously entered into a relationship with respect to any property, tenant or property owner that owns or has a contract or interest therein. The Agent reserves the right to cancel this Agreement, unless the written consent form both parties is received.

Acknowledgement

We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

SELLER:

By: ____________________________ Dates: _____ Time: ______ AM/PM
Print: George Lahanas
City Manager

BUYER:

By: ____________________________ Dates: _____ Time: ______ AM/PM
Dominic Luberto and Samuel C. Byle for an entity to be formed

By: ____________________________ Dates: _____ Time: ______ AM/PM
Dominic Luberto

By: ____________________________ Dates: _____ Time: ______ AM/PM
Samuel C. Byle

AGENT:

By: ____________________________ Dates: _____ Time: ______ AM/PM
Martin Commercial Properties, Inc., a Michigan Corporation d/b/a CBRE/Martin

By: ____________________________ Dates: _____ Time: ______ AM/PM
Tricia L. Foster, CPMR ACoM®
Senior Managing Director
April 18, 2016

George Lahanas
City Manager
City of East Lansing
410 Abbott Rd
East Lansing, MI 48823

RE: COMMISSION AGREEMENT
Buyer's Agent – CBRE|Martin
6.42 acres identified as Parcel D located on Merritt Road in East Lansing, MI 48823

Dear George:

It is my understanding you have been working with Shawn O'Brien from CBRE|Martin who represents Samuel C. Eyde and Dominic Luberto. The purpose of this letter is to confirm our agreement relative to commissions that may become due CBRE|Martin for representing Samuel C. Eyde and Dominic Luberto the ("Buyer(s)"") at the above referenced property.

In the event Samuel C. Eyde and Dominic Luberto purchase the property listed by City of East Lansing located on Merritt Road in East Lansing, MI 48823, 50% of the commission shall become due to CBRE|Martin equal to two and one half (2.5%) percent of the gross sales price paid at closing.

Please sign where indicated and return all copies of this letter to acknowledge your consent of this agreement. When fully executed, one copy will be returned to you for your records.

Sincerely,

CBRE|Martin

Tricia L. Foster, CPM® ACoM®
Senior Managing Director
517.319.9207
tricia.foster@cbre-martin.com

Agreed and Accepted by:

By: __________________________
George Lahanas
City of East Lansing
Date: 04/28/16

By: __________________________
Tricia L. Foster, Senior Managing Director,
CBRE|Martin

Date: __________________________
AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Amendment to Real Estate Purchase Agreement ("Amendment") is made effective on January 6, 2017 pursuant to that certain Real Estate Purchase Agreement Offer between the City of East Lansing, c/o George Lahanas, as Seller and Samuel C. Eyde and Dominic Luberto, or an entity to be formed by them, as Buyer, accepted by the Seller and Buyer by their signatures dated April 18, 2016 (the "Purchase Agreement"), such Purchase Agreement being hereby incorporated by reference, the parties hereby agree:

(1) The ninety (90) day Inspection Period described in Paragraph 4 of the Purchase Agreement commenced on August 15, 2016, and the parties previously entered into an Amendment on November 14, 2016 to extend this Inspection Period for sixty (60) days to January 13, 2017. The parties agree to further extend the Inspection Period for an additional sixty (60) days to March 14, 2017.

(2) All other terms and conditions of the Purchase Agreement remain in full force and effect.

SELLER: City of East Lansing

BY: George Lahanas, City Manager
Date: 1/6/17

PURCHASER: Samuel C. Eyde and Dominic Luberto, or an Entity to be formed by them.

BY: Samuel C. Eyde, Authorized Agent
Date: 1/9/17
AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Amendment to Real Estate Purchase Agreement ("Amendment") is made effective on November 14, 2016 pursuant to that certain Real Estate Purchase Agreement Offer between the City of East Lansing, c/o George Lahanas, as Seller and Samuel C. Eyde and Dominic Luberto, or an entity to be formed by them, as Buyer, accepted by the Seller and Buyer by their signatures dated April 18, 2016 (the "Purchase Agreement"), such Purchase Agreement being hereby incorporated by reference, the parties hereby agree:

(1) The ninety (90) day Inspection Period described in Paragraph 4 of the Purchase Agreement commenced on August 15, 2016, and will expire on November 14, 2016. The parties agree to extend this Inspection Period for sixty (60) days, and by this Amendment the Inspection Period will expire on January 13, 2017;

(2) All other terms and conditions of the Purchase Agreement remain in full force and effect.

SELLER: City of East Lansing

BY: __________________________
George Lahanas, City Manager

Date: 11/15/16

PURCHASER: Samuel C. Eyde and Dominic Luberto, or an Entity to be formed by them.

BY: __________________________
Samuel C. Eyde, Authorized Agent

Date: 1/16/16
Van W. Martin, CCIM, SIOR, CRE
Chairman and CEO

November 17, 2015

George Lahanas
City Manager
City of East Lansing
410 Abbott Rd
East Lansing, MI 48823

RE: Purchase of consisting of approximately 6.42 Acres (aka: Parcel D) located on Merritt Rd.
East Lansing, MI

Dear Mr. Lahanas:

This letter will serve as a letter of intent for the above referenced property. The following establishes the basic terms and conditions under which SAMUEL C. EYDE and DOMINIC LUBERTO on behalf of an entity to be formed, or its assignee ("Purchaser") is proposing to purchase from CITY OF EAST LANSING ("Seller") a parcel of land as legally described and depicted on Survey attached as Exhibit A attached hereto. While this letter contains the majority of the business terms contemplated of the proposed transaction it is not a binding contract and if agreed upon will be superseded by a formal Purchase and Sale Agreement.

1. Property: Approximately 6.42 acres identified as Parcel D located on Merritt Rd. in East Lansing, MI 48823 shown as Exhibit A, for development of a multi-tenant retail/mixed use project the size and scope of the project is yet to be determined.

2. Purchaser: SAMUEL C. EYDE and DOMINIC LUBERTO, on behalf of an entity to be formed

3. Seller: CITY OF EAST LANSING

4. Purchase Price: Six Hundred Ninety Nine Thousand One Hundred Thirty Eight and 00/100 ($699,138.00) Dollars.

5. Terms: Cash/New Mortgage

6. Earnest Money Deposit: At the time of the full execution of an agreement of sale, Purchaser shall deposit with an escrow agent designated by Purchaser the sum of
$10,000 by check or wire transfer (the "Earnest Money Deposit"). The Earnest Money Deposit shall be deposited by the escrow agent Chirco Title Company attention Mike Luberto, in an interest bearing account with the interest accruing to the Purchaser. Said deposit shall be applicable to the Purchase Price upon closing of sale, and in the event that Purchaser elects not to proceed beyond the Purchaser’s Approval Period (see below), said deposit shall be refundable. Seller shall submit for consideration a proposed agreement for sale consistent with this letter of intent and containing other customary terms within twenty one (21) business days after Seller has executed this letter of intent (and delivered it to Purchaser) along with written confirmation such execution of this letter of intent was authorized by the members of Seller or as otherwise allowed under the Seller’s bylaws.

7. Proposed Use: Free-standing retail, retail services, shopping centers and restaurants.

8. Purchaser’s Inspection: Purchaser’s obligation under the agreement of sale shall be contingent upon the following conditions: Purchaser’s review and analysis of matters related to the legal and economic viability of the purchase, and an inspection of the Property, all satisfactory to Purchaser in its sole discretion. This analysis includes, but is not limited to, Purchaser’s examination of the following documents (the "Documents"): 

   a) Any existing Phase I and Phase II environmental reports in Seller’s possession. During the Inspection Period purchaser shall complete any updates required by its lender. The cost of an updated Phase I (and Phase II if necessary) and any further environmental reports will be paid for by Purchaser;

   b) Seller to provide any additional existing surveys with legal description of all easements and utilities on the Property by a licensed surveyor (the "Survey"), if dated after the attached survey (as Exhibit A) and any topographical surveys in sellers possession. Purchaser may obtain an updated survey, certified to Purchaser, at its own cost and expense;

   c) Seller to provide copies of all geotechnical, soils and hazardous materials reports, engineering studies, topographical maps, appraisals, Brownfield applications and any approved Brownfield requests and other reports, studies, maps, and analysis in Seller’s possession with respect to the Property. The Seller will execute all documents required to transfer a prorated share of allowable “unused” credits to Purchaser. Purchaser shall be responsible for any further studies, reports or applications as needed to transfer said Brownfield credits and for any additional environmental tests and soil reports required for their due diligence;
d) Seller to provide available information from the appropriate governmental authorities regarding the zoning, building and platting status of the Property. The Seller will provide all existing documents that it has and Purchaser will be responsible for any further information needed;

e) Seller to provide a copy of all relevant correspondence with all other governmental entities with respect to the Property;

f) Within Thirty (30) days of acceptance of this agreement Seller shall provide a commitment for owner's title insurance without standard exceptions covering the existing parcel and copies of all supporting documents of record affecting title to the property ("Title Report"), which Seller shall provide at its expense as well as pay the premium at closing of the sale;

g) Determination that the Property is NOT in the existing flood plain and Purchaser's satisfaction that the flood plain will not cause the Purchaser additional costs to operate its business.

h) Written approval of Seller (or as otherwise allowed under the Seller's bylaws) of the agreement of sale contemplated under paragraph 5 above.

The Seller shall within fifteen (15) days of acceptance provide for this letter of intent provide Purchaser with all of the above listed documents (unless otherwise specified herein) in its possession or control, and Purchaser shall provide a written and dated receipt for the same.

9. Purchaser's Inspection Period: Purchaser shall have a period of sixty (60) days (the "Inspection Period") following the later of: i) execution of the agreement of sale and ii) its receipt of the Documents to be provided by Seller under paragraph 8 above, to inspect the Property and review the Documents and the Title Report. Purchaser and Purchaser's agents, employees and independent contractors shall have the right and privilege to enter upon the Property with 24 hour prior notice to Seller or Seller's agent to inspect the Property and to conduct soil and other geological, engineering, environmental, wetlands, archaeological, and related tests, surveying, etc. to determine the condition and suitability of the Property for Purchaser's intended use. Such inspections will be scheduled in cooperation with the Seller. Purchaser's analysis of the Property and the Documents must be satisfactory to Purchaser in Purchaser's sole discretion. Purchaser must satisfy or waive this contingency in writing on or before the expiration of the Inspection Period. If Purchaser fails to provide Seller with such written statement of satisfaction or waiver on or before the end of the Inspection Period, then the agreement of sale shall become null and void, Purchaser's Earnest Money shall be refunded, and all rights of the parties there under shall terminate.
10. **Purchaser's Approval Period:** At the conclusion of the Purchaser's Inspection Period, Purchaser shall have an initial one hundred and fifty days (150) days, with a thirty (30) day extension upon written request (collectively "Approval Period"), to obtain its financing and obtain any rezoning, special use permit and/or site plan approvals including any wetlands permit, project signage, building permits and other governmental approvals with respect to developing the Property from appropriate governmental agencies including securing a Brownfield Plan if desired by Purchaser with approvals and incentives from Dewitt Township and/or other government authorities. Purchaser shall pursue said approvals in a diligent manner. Purchaser shall have the option to purchase a second thirty (30) day extension of the Approval Period by making an additional $10,000 Earnest Money Deposit with the escrow agent. Said additional deposit shall be non-refundable but applicable to the purchase price at closing. Purchaser may terminate the agreement for sale, and all Earnest Money Deposits shall be refundable, if Purchaser is unable to secure any permits or approvals deemed necessary by Purchaser, during the Approval Period as extended. It is the Purchaser's understanding that Seller will provide non-financial assistance in zoning, site plan, and development approvals as requested by Purchaser. Seller shall reasonably cooperate with Purchaser in seeking the above approvals.

11. **Other Contingencies:** Approval of acceptable financing to the Purchaser for the purchase price of the Property and construction financing (if requested by Purchaser). Purchaser shall provide Seller with a commitment letter from its lender to provide financing or provide evidence of access to funds to close within thirty (30) days following expiration of the Inspection Period.

12. **Special conditions:**

   a) Prior to closing, Seller shall be responsible for compliance with all governmental Rules & Regulations pertaining to all known, or caused or permitted by Seller, environmental matters on, about and/or beneath the subject premises.

   b) Seller and Purchaser agree to cooperate with each other on all non-financial matters related to obtaining site plan approvals to allow for development of the proposed project.

13. **Closing:** Purchaser shall close within fifteen (15) days following the "Approval Period" or receipt of all applicable non-appealable approvals whichever occurs first.
14. Brokerage: Seller shall be responsible to pay any real estate commission owing for this transaction, pursuant to a separate commission agreement with Martin Commercial Properties, Inc., a Michigan Corporation d/b/a CBRE|Martin (Purchaser’s Agent) whose fee shall be paid by Seller pursuant to a separate fee split agreement between co-operating brokers.

15. Whether or not the transaction contemplated by this letter is consummated, the parties each agree to bear its own expenses for legal and other professional fees incurred in connection with the transaction, except as otherwise outlined in this letter of intent.

This letter of intent is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter of intent is not intended to create any agreement or obligation by either party to negotiate a definitive purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm’s length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties, except as limited in paragraph 16 above, and/or (3) unilaterally terminate all negotiations with the other party hereto.

Sincerely,

[Signature]

Shawn H. O’Brien, CCIM
Senior Vice President/Brokerage Services
+1 517 319 9220
shawn.obrien@cbre-martin.com
Purchaser:
SAM EYDE and DOMINIC LUBERTO
for an entity to be formed

Agreed and Accepted:

By: _____________________________
Print: ___________________________
Its: _____________________________
Date: 11-17-15

By: _____________________________
Print: ___________________________
Its: _____________________________
Date: _____________________________

Seller:
CITY OF EAST LANSING

Agreed and Accepted:

By: _____________________________
Print: ___________________________
Its: _____________________________
Date: _____________________________
August 15, 2016

Mr. Samuel C. Eyde
4660 S. Hagadorn Road
East Lansing, MI 48823

RE: Merritt Rd. Property - Purchase Agreement dated April 18, 2016

Dear Mr. Eyde:

Subsequent to our meeting on July 20, 2016, Lori Mullins emailed you and Mr. Luberto the relevant environmental due diligence documents that the City has on file. In addition, on July 26 I emailed you an appraisal of the property from 2009 and the brownfield plan adopted in 2005 which is no longer in place but may have useful information. We also shared with you information regarding the East Lansing Meridian Sewer/Water Authority well that is present on the site. In addition to the aforementioned documents, on August 12 a title commitment was sent to you from Transnation Title for the property.

At this time the City has now met the provisions of Paragraph 3 of the Purchase Agreement and the 90-day due diligence period shall commence from the date of this letter.

We will keep you informed of any progress on efforts regarding the well relocation. In the meantime, if you have any questions, please feel free to contact me at your convenience.

Sincerely,

[Signature]

Timothy H. Dempsey
Director, Department of Planning and Community Development

cc: Kenneth U. Lucas, Kenneth U. Lucas, PC
    Donny Luberto, Luberto Investments
    Shawn O’Brien, CBRE
February 3, 2016

Mayor Mark Meadows
City of East Lansing
410 Abbott Rd
East Lansing, MI 48823

RE: 6.42 Acres on Merritt Rd., East Lansing

Dear Mayor Meadows:

It was a pleasure to meet with you and Dominic Luberto at your office a couple weeks ago to discuss the Merritt Rd. parcel owned by the City of East Lansing.

At your suggestion, we are enclosing a Purchase Agreement executed by Mr. Sam Eyde and Dominic Luberto for an entity to be formed ("Purchaser") for the purchase of the above mentioned parcel, which supersedes the prior Letter of Intent that was delivered to Mr. George Lahanas dated November 17, 2015. Also included is an Agency Disclosure form that discloses CBRE|Martin’s representation of Purchaser. In addition, enclosed is a commission letter for your signature and return requesting the City to pay a sales commission in the event of a sale of this parcel to said Purchaser.

We look forward to working with you and the rest of your staff at the City of East Lansing to assist the parties in achieving a sale of the parcel. Please feel free to contact me if you have any questions or concerns.

Sincerely,

CBRE|Martin

Shawn H. O’Brien, CCIM
Senior Vice President/Brokerage Services
+1 517 319 9220
shawn.obrien@cbre-martin.com
REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made February 1st, 2016 (the "Effective Date"), by and among an entity to be formed by Samuel C. Eyde and Dominic Luberto, with a mailing address of 4660 S. Hagadorn Road, Suite 100, East Lansing, Michigan, 48823 ("Buyer") and the City of East Lansing, c/o George Luhanas, City Manager, 410 Abbot Road, East Lansing, Michigan, 48823 ("Seller"). Buyer and Seller are each a “Party” and together the “Parties.”

In consideration of the mutual covenants made under this Agreement, which constitute good and valuable consideration, the Parties agree as follows:

1. Property, Purchase Price, Deposit, and Payment. Buyer agrees to purchase, and Seller agrees to sell the Property, situated on Merritt Road, East Lansing, Michigan consisting of approximately 6.42 acres together with all existing buildings and improvements on the property including all systems, facilities, fixtures, equipment, and improvements thereof and all privileges, rights, easements, hereditaments, and appurtenances thereunto, and further described as parcel D on Exhibit A attached hereto (the "Property") at a price of Six Hundred Ninety Nine Thousand One Hundred Thirty-Eight and no/100 Dollars ($699,138.00) (the “Purchase Price”), plus or minus pro-rations, under the terms set forth in this Agreement. Within five (5) business days of the Effective Date, Buyer shall deposit Five Thousand and no/100 Dollars ($5,000.00) with the Title Agency as a Deposit. The Deposit shall be applied to the Purchase Price at Closing or refunded according to the terms of this Agreement. The Purchase Price shall be paid in cash at Closing. The Property is being acquired for the development of a multi-tenant retail/mixed use project to be determined by Buyer, and prior to Closing the Property must satisfy Buyer’s intended use.

2. Title Insurance. Within thirty (30) days of the Effective Date, Seller shall provide to Buyer a commitment for an American Land Title Association Title Policy ("Title Policy") along with copies of all supporting documents affecting title to the Property ("Commitment") from Diversified National Title Agency, 500 East Michigan Avenue, Suite 203, Lansing, Michigan, 48912, or another title agency acceptable to Buyer ("Title Agency"). At Closing the Title Agency shall issue the Title Policy to Buyer, which shall be without standard exceptions, and shall include full-extended coverage, an access endorsement, a survey endorsement, a location note endorsement, a contiguity endorsement, a tax parcel endorsement, a Buyer and Seller creditors’ rights endorsement, a restrictions endorsement, and a 3.1 zoning endorsement, including parking. Any lien against the Property shall be removed by Seller at or before Closing. Title conveyed at Closing shall be fee simple by warranty deed without exceptions and in a condition acceptable to Buyer in Buyer’s sole discretion ("Warranty Deed"). The charges for title insurance and endorsements shall be paid by Seller. State and county transfer taxes due upon recording of the Warranty Deed shall be paid by Seller.

3. Seller Documents. Within thirty (30) days of the Effective Date, Seller shall provide to Buyer any and all information and documents related to the Property in Seller’s possession, custody, or control ("Documents"), including, but not limited to any and all (a) environmental, geotechnical, soils and hazardous material reports, and engineering studies, (b) all documentation
Tim and Lori, just for clarification purposes, we came up with the 3.2 or 3.3 million dollar number because JP used 200,000 sf for the parking lot size, when we believe the parking lot area is more like 250,000 sf, or 5 to 1 versus the building, thus our higher estimate. Just and FYI. Thanks,
Donny Luberto 517-256-7400

From: Sam Eyde <eye@eye.com>
To: Tim Dempsey <tdempse@cityofeastlansing.com>; Lori Mullins <lmullin@cityofeastlansing.com>
Cc: "Donny Luberto (donluberto@yahoo.com)" <donluberto@yahoo.com>
Sent: Tuesday, February 14, 2017 11:38 AM
Subject: FW: Park Lake and Merritt

Tim, here are the estimates we spoke about. Looking forward to hearing back from you.

Sam Eyde  
Eyde Company  
PO Box 4218  
East Lansing, MI 48826-4218  
Direct: (517) 512-6848  
Phone: (517) 351-2480  
Fax: (517) 999-0750  
eyde@eye.com

From: JP Buckingham [jp.buckingham@triterra.us]
Sent: Monday, January 30, 2017 1:29 PM
To: Sam Eyde <eye@eye.com>
Cc: Jeremy Wahlstrom (wahlstrom@sme-usa.com) <wahlstrom@sme-usa.com>
Subject: Park Lake and Merritt

Sam – I’ve attached the analytical tables for soil and groundwater. Also I’ve calculated some estimated costs for soil removal.
Estimated cost for removing approximately 10 feet of soil from below the proposed building (50,000 sq. ft.) is $1,017,500. This is based on removing approximately 18,500 cubic yards of soil at a cost of $55 per yard for trucking.

Estimated cost for removing approximately four feet of soil below the proposed parking lot (200,000 sq. ft.) is $1,630,000. This is based on removing approximately 29,620 cubic yards of soil.

Jeremy let me know if you calculate something different for the quantity of soil removal. I did not include costs to bring back clean fill.

*JP Buckingham, CPG*
*COO | Principal Geologist*

*Triterra*
*1375 S. Washington Avenue, Suite 300*
*Lansing, Michigan 48910*
*Direct: 517.853.2151*
*Cell: 517.930.1089*
*www.triterra.us*
### Table 2: Groundwater Analysis Results

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
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<td>Titera Project No. 15-1536-19</td>
<td></td>
<td></td>
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<tr>
<td>East Lansing, Michigan 48823</td>
<td></td>
<td></td>
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<tr>
<td>Park Lane Road and Merriett Road</td>
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<tr>
<td><strong>Data Collection and Analysis</strong></td>
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<td><strong>Daily Water Quality</strong></td>
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</tbody>
</table>

**NOTES:**

1. Analytical results compared to model criteria presented in administrate rules for Part 21 Environmental Hematoma, the National Resourc and Environmental Protection Act.
CERTIFIED BOUNDARY SURVEY

CERTIFICATE OF SURVEY:

I hereby certify only to the parties named hereon that we have surveyed, at the direction of said parties, several parcels of land within:

A parcel of land in the East 1/2 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48′37″W along the East—West 1/4 line 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence S00°18′27″W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32′43″W along said Northerly right of way line 574.85 feet; thence N00°18′27″E parallel with said centerline 338.07 feet to said East—West 1/4 line; thence S89°48′37″E along said East—West 1/4 line 574.85 feet to the point of beginning; said parcel containing 4.47 acres more or less; said parcel subject to all easements and restrictions if any.

Parcel A: A parcel of land in the Southeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48′37″W along the East—West 1/4 line 1368.92 feet to the centerline of Park Lake Road and the point of beginning of this description; thence S00°18′27″W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32′43″W along said Northerly right of way line 574.85 feet to the point of beginning of this description; thence N89°32′43″W continuing along said Northerly right of way line 471.20 feet; thence N00°18′27″E 260.89 feet; thence S89°48′37″E parallel with said East—West 1/4 line 471.23 feet; thence S00°18′27″W parallel with said centerline 283.07 feet to the point of beginning; said parcel containing 2.83 acres more or less; said parcel subject to all easements and restrictions if any.

Parcel B: A parcel of land in the East 1/2 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48′37″W along the East—West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence S00°18′27″W along said centerline 340.73 feet to the Northerly right of way line of Haslett Road; thence N89°32′43″W along said Northerly right of way line 574.85 feet to the point of beginning of this description; thence N89°48′37″W along said East—West 1/4 line 574.85 feet; thence N00°18′27″W parallel with said centerline 75.00 feet; thence N89°48′37″E parallel with said East—West 1/4 line 471.23 feet; thence N00°18′27″E 11.37 feet to the proposed East bound line of Old M—78; thence N89°48′37″E parallel with said East—West 1/4 line 574.85 feet; thence S00°18′27″W along said East—West 1/4 line 213.00 feet to said centerline; thence S89°48′37″E parallel with said East—West 1/4 line 70.00 feet to the point of beginning; said parcel containing 5.94 acres more or less; said parcel subject to all easements and restrictions if any.

KEBS, INC.  KYES ENGINEERING  BRYAN LAND SURVEYS

2115 HASLETT ROAD, HASLETT, MI 48840  PH. 517-336-1014  FAX 517-339-5047
12432 PRESTON DRIVE, MARSHALL, MI 49068  PH. 269-781-9800  FAX 269-781-9805

DRAWN BY: KDB  SECTION 8, T4N, R1W  JOB NUMBER:  B3991.3ND
FIELD WORK BY: NAW  SHEET 2 OF 3
CERTIFIED BOUNDARY SURVEY

Parcel D: A parcel of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan, the surveyed boundary of said parcel described as:
Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence N00°01'827"E along said centerline 70.00 feet to the point of beginning of this description; thence N89°48'37"W parallel with said East–West 1/4 line 213.00 feet; thence N27°49'54"W 298.21 feet; thence N49°07'46"E 228.16 feet to the proposed East bound lane of Old M–76; thence N49°32'14"E along said proposed East bound lane 672.83 feet; thence N80°43'32"E 55.94 feet to said centerline of Park Lake Road; thence S00°18'27"W along said centerline 915.52 feet to the point of beginning, EXCEPT: A parcel of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; described as:
Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence N00°18'27"E 191.27 feet along said centerline; thence N89°41'33"W 53.50 feet to the point of beginning of this description; thence S00°18'27"W 51.00 feet; thence N89°41'33"W 60.00 feet; thence N00°18'27"E 51.00 feet; thence S89°41'33"E 60.00 feet to the place of beginning; said parcel containing 6.42 acres more or less; said parcel subject to all easements and restrictions if any.

40' Storm Drain Easement: An area of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan, the limits of said area described as:
Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East–West 1/4 line 1596.43 feet to the point of beginning of this easement description; thence N89°48'37"W continuing along said East–West 1/4 line 43.10 feet; thence N22°03'56"E 109.65 feet; thence S27°49'54"E 35.97 feet; thence S89°48'37"E parallel with said East–West 1/4 line 3.14 feet; thence S22°03'56"E 75.43 feet to the point of beginning; said easement containing 0.08 acre more or less; said easement subject to all other easements and restrictions if any.

WITNESSES TO SECTION CORNERS:

East 1/4 corner Section 8, T4N, R1W, Liber 3 Page 297
Found monument in rock pile on East & West fence line and tree line North & South
Found nail & tag #25832 West side 36° Oak, N15°E, 23.50'
Found nail & tag #25832 North side 20° Cherry, N55°E, 16.50'
Found nail & tag #39100 South side 16° Cherry, S45°W, 12.41'
1/2 mile Southwest corner Lot 18 of Woodcreek, West, 36.03'

Center of Section 8, T4N, R1W, Liber 6 Page 286
Found 1/2' bar 20' between East of Lansing Drive on a old tree line to the North
Found nail & tag #16053 Southwest side 30° Oak, S40°E, 132.70'
Found bar & cap #16053 in sidewalk, East, 69.00'
Found nail & tag East side 14° Maple, South, 19.13'

This survey complies with the requirements of Public Act 132 of 1970, as amended, and is subject to Public Act 591 of 1996, as amended, and was performed with an error of closure no greater than a ratio of 1 in 5000.

All bearings are derived from the East–West 1/4 line of Section 8 which is shown to bear N89°48'37"W on KEBS Inc. survey Job No. 00–T–63142.

Larry A. Bryan Date:
Professional Surveyor No. 25832

KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
13432 PRESTON DRIVE, MARSHALL, MI 49068

DRAWN BY KDB
SECTION B, T4N, R1W
FIELD WORK BY NAW
JOB NUMBER: 83991.8ND
SHEET 3 OF 3

### Test Pit T100

**Project Name:** Merritt Road Retail Park  
**Client:** Eyde Company  
**Project Number:** 075604.00  
**Project Location:** East Lansing, Michigan  
**Date Started:** 1/11/17  
**Completed:** 1/11/17  
**Excavation Method:** Test Pit  
**Logged By:** JSW  
**Checked By:** BLE

<table>
<thead>
<tr>
<th>Elevation (Feet)</th>
<th>Symbolic Profile</th>
<th>Profile Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>850</td>
<td></td>
<td>FILL- Fine to Medium SILTY SAND- Trace Clay and Gravel- Brown- Moist (SM)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>END OF TEST PIT AT 11.0 FEET.</td>
</tr>
<tr>
<td>840</td>
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<td>FILL- Lean CLAY- Some Construction Debris (Wood, Concrete Slabs)- Brown and Black (CL)</td>
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<td></td>
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<td>END OF TEST PIT AT 11.0 FEET.</td>
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<tr>
<td>835</td>
<td></td>
<td>FILL- Fine to Coarse SAND- Little Fly Ash Debris- Landfill Debris Layers- Hydrocarbon Odor- Black - Moist to Wet (SP)</td>
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</tbody>
</table>

**Groundwater & Backfill Information**

- **During Excavation:** 5.0  
- **At End of Excavation:** 5.0

**Backfill Method:** Excavation Spoils

**Notes:**
1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
2. Metallic contaminate staining observed on the groundwater.
**Test Pit T200**

**Project Name:** Merritt Road Retail Park  
**Client:** Eyde Company  
**Project Number:** 075804.00  
**Location:** East Lansing, Michigan  
**Date Started:** 1/11/17  
**Completed:** 1/11/17  
**Excavation Method:** Test Pit  
**Logged By:** JSW  
**Checked By:** BLE

---

**Profile Description:**

- **1.2:** Fill - Fine to Medium SAND with Silt and Gravel - Brown - Moist (SP-SM)
- **5.5:** Fill - Fine to Medium SAND - Trace Silt - Black - Moist to Wet (SP)
- **12.0:** Fill - Landfill & Construction Debris - Brown and Black - Wet
- **12.5:** Fibrous PEAT - Brown - Soft (PT)

**Groundwater & Backfill Information:**

**Depth (FT) Elev(FT)**
- **During Excavation:** 5.5 645.5
- **At End of Excavation:** 5.5 645.5

**Backfill Method:** Excavation Spools

**Notes:** 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
FILL- Fine to Medium SAND with Silt and Gravel- Brown- Moist (SP-SM)

FILL- LEAN CLAY- Some Construction Debris (Asphalt Slabs)- Brown and Gray (CL)

FILL- Fine to Coarse SAND- Some Construction Debris (Asphalt Slabs, Concrete Slabs)- Brown and Black- Moist to Wet (SP)

END OF TEST PIT AT 9.0 FEET.

GROUNDCWATER & BACKFILL INFORMATION

<table>
<thead>
<tr>
<th>DEPTH (FT)</th>
<th>ELEV (FT)</th>
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<tbody>
<tr>
<td><strong>DURING EXCAVATION:</strong></td>
<td>7.0</td>
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<tr>
<td><strong>AT END OF EXCAVATION:</strong></td>
<td>7.0</td>
</tr>
</tbody>
</table>

BACKFILL METHOD: Excavation Spoils

NOTES: 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
**PROJECT NAME:** Merritt Road Retail Park  
**CLIENT:** Eydre Company  
**PROJECT NUMBER:** 075804.00  
**PROJECT LOCATION:** East Lansing, Michigan  
**DATE STARTED:** 1/11/17  
**COMPLETED:** 1/11/17  
**CONTRACTOR:** MLS Excavating  
**EQUIPMENT:** Deere-310SG  
**EXCAVATION METHOD:** Test Pit  
**LOGGED BY:** JSW  
**CHECKED BY:** BLE

---

### Groundwater & Backfill Information

<table>
<thead>
<tr>
<th>DEPTH (FT)</th>
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<tbody>
<tr>
<td>DURING EXCAVATION</td>
<td>6.0</td>
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<tr>
<td>AT END OF EXCAVATION</td>
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</tbody>
</table>

**BACKFILL METHOD:** Excavation Spoils

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**NOTES:** 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
PROJECT NAME: Merritt Road Retail Park
CLIENT: Eyde Company
PROJECT NUMBER: 075604.00
PROJECT LOCATION: East Lansing, Michigan
DATE STARTED: 1/11/17 COMPLETED: 1/11/17 EXCAVATION METHOD: Test Pit
CONTRACTOR: MLS Excavating EQUIPMENT: Deere-310SG
LOGGED BY: JSW CHECKED BY: BLE

<table>
<thead>
<tr>
<th>ELEVATION (FEET)</th>
<th>DEPTH (FEET)</th>
<th>SYMBOLIC PROFILE</th>
<th>SURFACE ELEVATION: 852.0 FT</th>
<th>PROFILE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0</td>
<td>843.0</td>
<td>FILL- Fine to Medium SAND with Silt and Gravel- Brown- Moist (SP-SM)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.0</td>
<td>850.0</td>
<td>FILL- Sandy LEAN CLAY- Brown and Gray (CL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.0</td>
<td>845.0</td>
<td>FILL- Fine to Medium SAND with Silt- Little Construction Debris (Concrete Slabs)- Trace Landfill Debris- Brown and Gray- Moist to Wet (SP-SM)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

END OF TEST PIT AT 10.0 FEET.

GROUNDWATER & BACKFILL INFORMATION

- DEPTH (FT): 8.0
- ELEV (FT): 845.0
- DURING EXCAVATION: 8.0
- AT END OF EXCAVATION: 8.0
- BACKFILL METHOD: Excavation Soils

NOTES: 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
PROJECT NAME: Merritt Road Retail Park
CLIENT: Eyde Company
DATE STARTED: 1/11/17
COMPLETED: 1/11/17
CONTRACTOR: MLS Excavating
EQUIPMENT: Deere-310SG
PROJECT NUMBER: 075804.00
PROJECT LOCATION: East Lansing, Michigan
EXCAVATION METHOD: Test Pit
LOGGED BY: JSW
CHECKED BY: BLE

ELEVATION (FEET) | DEPTH (FEET) | SYMBOLIC PROFILE | SURFACE ELEVATION 851.2 FT | PROFILE DESCRIPTION | DYNAMIC CONE PENETROMETER (DCP) | DRY DENSITY (pcf) | MOISTURE & ATTERBERG LIMITS (MC) | HAND PNE. | TORSION SHEAR | INC. COMP. | VAPE SHEAR (PK) | VAPE SHEAR (REM) | TRAVAIL (LA) | SHEAR STRENGTH (KSF) | REMARKS
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
-850 | | | | | | | | | | | | | | | | | |
-845 | | | | FILL- Sand CLAY- Little Gravel- Brown (CL) | 2.0 | 849.0 | | | | | | | | | | | | |
-840 | | | | FILL- LEAN CLAY- Trace Sand and Gravel- Brown and Gray (CL) | 3.5 | 847.5 | | | | | | | | | | | | |
-840 | | | | FILL- LANDFILL DEBRIS- Brown and Black- Moist to Wet | 7.5 | 843.5 | | | | | | | | | | | | |
-840 | | END OF TEST PIT AT 7.5 FEET.

<table>
<thead>
<tr>
<th>GROUNDWATER &amp; BACKFILL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DURING EXCAVATION:</td>
</tr>
<tr>
<td>AT END OF EXCAVATION:</td>
</tr>
<tr>
<td>BACKFILL METHOD:</td>
</tr>
</tbody>
</table>

NOTES: 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
TEST PIT T700

PROJECT NAME: Merritt Road Retail Park
CLIENT: Eeye Company
PROJECT NUMBER: 075804.00
PROJECT LOCATION: East Lansing, Michigan
DATE STARTED: 1/11/17
COMPLETED: 1/11/17
EXCAVATION METHOD: Test Pit
CONTRACTOR: MLS Excavating
EQUIPMENT: Deere-310SG
LOGGED BY: JSW
CHECKED BY: BLE

ELEVATION (FEET)  DEPTH (FEET)  SYMBOL  PROFILE  DESCRIPTION

-850  1.5  849.5  FILL- Fine to Medium SAND with Silt and Gravel- Brown- Moist (SP-SM)

-845  3.0  848.0  FILL- LEAN CLAY- Trace Sand and Gravel- Brown and Gray (CL)

-840  9.0  842.0  FILL- CONSTRUCTION AND LANDFILL DEBRIS - Brown and Black - Moist to Wet

END OF TEST PIT AT 9.0 FEET.

GROUNDRATER & BACKFILL INFORMATION

- DURING EXCAVATION: 3.5  847.5
- AT END OF EXCAVATION: 3.5  847.5

BACKFILL METHOD: Excavation Spots

NOTES: 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
FILL - SAND with Silt - Black - Moist (SP-SM)

FILL - LEAN CLAY - Gray (CL)

FILL - CONSTRUCTION DEBRIS
(Concrete Curb & Gutter Sections) - Trace Landfill Debris - Brown and Black - Moist to Wet

END OF TEST PIT AT 11.0 FEET.

NOTES:
1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.

BACKFILL METHOD: Excavation Spools
**PROJECT NAME:** Merritt Road Retail Park  
**CLIENT:** Eyno Company  
**PROJECT NUMBER:** 075804.00  
**PROJECT LOCATION:** East Lansing, Michigan  
**DATE STARTED:** 1/11/17  
**COMPLETED:** 1/11/17  
**EXCAVATION METHOD:** Test Pit  
**CONTRACTOR:** MLS Excavating  
**EQUIPMENT:** Deere-310SG  
**LOGGED BY:** JSW  
**CHECKED BY:** BLE

### Groundwater & Backfill Information

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Elevation (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.0</td>
<td>846.0</td>
</tr>
</tbody>
</table>

**During Excavation:** 9.0 846.0

**At End of Excavation:** 9.0 846.0

**Backfill Method:** Excavation Spoils

---

**Notes:** 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
<table>
<thead>
<tr>
<th>ELEVATION (FEET)</th>
<th>SYMBOL</th>
<th>PROFILE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td></td>
<td>END OF TEST PIT AT 9.0 FEET.</td>
</tr>
<tr>
<td>0.7</td>
<td>FILL- CRUSHED ASPHALT</td>
<td>856.8</td>
</tr>
<tr>
<td>1.2</td>
<td>FILL- Sandy LEAN CLAY- Brown (CL)</td>
<td>855.8</td>
</tr>
<tr>
<td>3.5</td>
<td>FILL- LEAN CLAY- Gray (CL)</td>
<td>853.5</td>
</tr>
<tr>
<td>7.5</td>
<td>FILL- LEAN CLAY- Trace Construction Debris (Brick, Steel Cables)- Gray (CL)</td>
<td>849.5</td>
</tr>
<tr>
<td>9.9</td>
<td>LEAN CLAY- Gray (CL)</td>
<td>848.0</td>
</tr>
</tbody>
</table>

**GROUNDWATER & BACKFILL INFORMATION**

GROUNDWATER WAS NOT ENCOUNTERED

BACKFILL METHOD: Excavation Spots

**NOTES:** 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
**PROJECT NAME:** Merritt Road Retail Park  
**CLIENT:** Yehe Company  
**PROJECT NUMBER:** 075804.00  
**PROJECT LOCATION:** East Lansing, Michigan

**DATE STARTED:** 1/11/17  
**COMPLETED:** 1/11/17  
**EXCAVATION METHOD:** Test Pit  
**CONTRACTOR:** MLS Excavating  
**EQUIPMENT:** Deere-310SG  
**LOGGED BY:** JSW  
**CHECKED BY:** BLE

<table>
<thead>
<tr>
<th>ELEVATION (FEET)</th>
<th>SYMBOL</th>
<th>SYMBOL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.0</td>
<td></td>
<td></td>
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<tr>
<td>5.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PROFILE DESCRIPTION**
- **FILL- ASPHALT with Crushed Asphalt**  
- **FILL- Fine to Medium SILTY SAND- Brown- Wet (SM)**  
- **FILL- LANDFILL DEBRIS- Petroleum Odor- Brown and Black - Wet**  
- **FILL- CONSTRUCTION DEBRIS (Concrete and Brick)- Petroleum Odor- Trace Landfill Debris- Brown and Black - Wet**  

**END OF TEST PIT AT 8.0 FEET.**

**GROUNDWATER & BACKFILL INFORMATION**
- **DURING EXCAVATION:** 2.0 ft, 851.0 ft
- **AT END OF EXCAVATION:** 2.0 ft, 851.0 ft
- **BACKFILL METHOD:** Excavation Spots

**NOTES:**
1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
2. Metallic contaminate staining observed on the groundwater.
**TEST PIT T1200**

**PROJECT NAME:** Merritt Road Retail Park  
**CLIENT:** Eydle Company  
**PROJECT NUMBER:** 075604.00  
**PROJECT LOCATION:** East Lansing, Michigan

**DATE STARTED:** 1/11/17  
**COMPLETED:** 1/11/17  
**EXCAVATION METHOD:** Test Pit  
**LOGGED BY:** JSW  
**CHECKED BY:** BLE

### Elevation (Feet) vs. Depth (Feet)

<table>
<thead>
<tr>
<th>Elevation (Feet)</th>
<th>Symbolic Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>850</td>
<td>FILL- Fine to Medium SILTY SAND- Brown and Black- Moist (SM)</td>
</tr>
<tr>
<td>853.0</td>
<td>END OF TEST PIT AT 11.0 FEET.</td>
</tr>
<tr>
<td>845</td>
<td>FILL- LANDFILL DEBRIS- Brown and Black - Moist</td>
</tr>
<tr>
<td>840</td>
<td>FILL- LEAN CLAY- Trace Construction Debris (Brick and Concrete)- Gray (CL)</td>
</tr>
<tr>
<td>844</td>
<td></td>
</tr>
<tr>
<td>847.0</td>
<td>DURING EXCAVATION: 7.0</td>
</tr>
<tr>
<td>847.0</td>
<td>AT END OF EXCAVATION: 7.0</td>
</tr>
</tbody>
</table>

**GROUNDWATER & BACKFILL INFORMATION**

- **DURING EXCAVATION:** 7.0 847.0
- **AT END OF EXCAVATION:** 7.0 847.0

**BACKFILL METHOD:** Excavation Spoils

**NOTES:** 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
**ELEVATION (FEET)**

<table>
<thead>
<tr>
<th>SYMBOLIC PROFILE</th>
<th>SURFACE ELEVATION</th>
<th>SYMBOLIC PROFILE</th>
<th>SURFACE ELEVATION</th>
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<tbody>
<tr>
<td></td>
<td>851.0</td>
<td></td>
<td>645.0</td>
</tr>
<tr>
<td></td>
<td>849.5</td>
<td></td>
<td>644.0</td>
</tr>
<tr>
<td></td>
<td>845.0</td>
<td></td>
<td>650.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PROFILE DESCRIPTION**

- **FILL - Fine to Medium SILTY SAND - Brown and Black - Moist (SM)**
- **FILL - LEAN CLAY - Brown to Grey (CL)**
- **FILL - CONSTRUCTION DEBRIS (Wood and Cinder Block) - Brown and Black - Wet**

**END OF TEST PIT AT 6.0 FEET.**

### GROUNDWATER & BACKFILL INFORMATION

<table>
<thead>
<tr>
<th>DURING EXCAVATION:</th>
<th>AT END OF EXCAVATION:</th>
<th>BACKFILL METHOD:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0</td>
<td>3.5</td>
<td>Excavation Spots</td>
</tr>
</tbody>
</table>

### NOTES:
1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
GROUNDBASE & BACKFILL INFORMATION

GROUNDBASE WAS NOT ENCOUNTERED

BACKFILL METHOD: Excavation Slips

NOTES: 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
<table>
<thead>
<tr>
<th>ELEVATION (FEET)</th>
<th>DEPTH (FEET)</th>
<th>SYMBOLICAL PROFILE</th>
<th>SURFACE ELEVATION</th>
<th>TYPICAL PROFILE</th>
<th>REMARKS</th>
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<tr>
<td>855</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1.0</td>
<td>FILL- Fine to Medium Silty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SAND- Some Fly Ash Debris- Brown and Black- Moist (SM)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>850</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1.0</td>
<td>FILL- Sandy LEAN CLAY- Trace Construction Debris (Asphalt Slabs)- Brown (CL)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>845</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>LEAN CLAY- Gray (CL)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**END OF TEST PIT AT 9.0 FEET.**

**GROUNDWATER & BACKFILL INFORMATION**

- GROUNDWATER WAS NOT ENCOUNTERED
- BACKFILL METHOD: Excavation Spots

**NOTES:** 1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
## Test Pit T1600

**Project Name:** Merritt Road Retail Park  
**Client:** Eye De Co Company  
**Project Number:** 075804.00  
**Project Location:** East Lansing, Michigan  
**Date Started:** 1/1/17  
**Completed:** 1/11/17  
**Excavation Method:** Test Pit  
**Logged By:** JSW  
**Checked By:** BLE  

### Groundwater & Backfill Information
- **Groundwater Was Not Encountered**  
- **Backfill Method:** Excavation Spots

### Notes:
1. The indicated stratification lines are approximate. In situ, the transition between materials may be gradual.
The size is definitely large enough for our needs.

Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

We're Hiring Today: http://collegehunks-haulingjunk.com/about/careers/

From: Ellis Seide <eseide@cityofeastlansing.com>
Good afternoon,

It's an irregular triangular shape roughly about 6.4 acres total. The land may not be develop-able though.

Ellis
Eilis A. Seide

Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, MI 48823

phone: (517) 319-6920

>>>

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Eilis Seide <eseide@cityofeastlansing.com>

Date: 7/3/2018 3:45 PM

Subject: Re: Following up

I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?
Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

We're Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

From: Ellis Seide <eseide@cityofeastlansing.com>

Sent: Tuesday, July 3, 2018 3:31:13 PM

To: Bill Willbrandt

Cc: Thomas Fehrenbach

Subject: Re: Following up
Hi Bill,

Thank you for contacting the City with your request. I apologize for the delay. Are you referring to the building or the vacant land? The City no longer owns the portion of the building.

Ellis

Ellis A. Seide

Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, MI 48823

phone: (517) 319-6920
From: Bill Willbrandt <Bill.Willbrandt@chjj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the eMail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
COLLEGE HUNKS HAULING JUNK®
COLLEGE HUNKS MOVING®
1200 East Oakland Avenue
Lansing MI 48906
Office: 517-250-0259
Mobile: 269-591-9191
Email: bill.willbrandt@chjj.com

Move the World
https://support.chjj.com/images/duallogo.png

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How do we explain what's in the ground....

Ellis A. Seide

Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, MI 48823

phone: (517) 319-6920

>>>
Date: 7/5/2018 2:10 PM

Subject: Re: Following up

What conditions would keep the land from being developed for our purpose?

Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

Move the 🎦

We're Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

From: Elise Seide <eseide@cityofeastlansing.com>
Good afternoon,

It's an irregular triangular shape roughly about 6.4 acres total. The land may not be develop-able though.

Ellis
I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?
Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

Move the

We’re Hiring Today: http://collegehunks haulingjunk.com/about/careers/

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To: Bill Willbrandt

Cc: Thomas Fehrenbach

Subject: Re: Following up
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Ellis

Ellis A. Seide
Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, MI 48823

phone: (517) 319-6920
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the email that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
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http://www.cityofeastlansing.com/news today!
Eilis A. Seide

Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, MI 48823

phone: (517) 319-6920

>>>
Date: 7/6/2018 3:50 PM

Subject: Re: Following up

We would like to park trucks, erect a small office, and perhaps offer some (above grade) self storage units for our clients. Has an environmental study been conducted? Clearly the building has been cleared for food and beverage production and consumption.

I appreciate your looking into this for us. Clearly we would like to bring our company to East Lansing, where we live, and most of our employees reside. We would also like to be a part of the solution to East Lansing's financial concerns.

Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing
Hi Bill,

There are a lot of environmental issues that will need to be resolved before we move forward. As you know, it is a former DPW site and this has caused ground contamination. Council has been hesitant to sell in the past. Are you looking to simply place trucks there or develop as an office? Any information I could pass along would be helpful!
Have a great weekend,

Ellis

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920

>>>

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Ellis Seide <eseide@cityofeastlansing.com>
What conditions would keep the land from being developed for our purpose?

Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

We’re Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

From: Ellis Seide <eseide@cityofeastlansing.com>
Good afternoon,

It's an irregular triangular shape roughly about 6.4 acres total. The land may not be develop-able though.

Ellis
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Ellis Seide <eseide@cityofeastlansing.com>

Date: 7/3/2018 3:45 PM

Subject: Re: Following up

I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?
Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

Move the ☐

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To: Bill Willbrandt

Cc: Thomas Fehrenbach

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Assistant to the City Manager

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410 Abbot Road
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phone: (517) 319-6920
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the eMail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
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1200 East Oakland Avenue
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Office: 517-253-0259
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Move the World
https://support.chhj.com/images/duallogo.png

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http://www.cityofeastlansing.com/news today!
From: Thomas Fahrenbach  
To: Ellis Seide  
Date: 7/6/2018 3:54 PM  
Subject: Fwd: Re: Following up

Thanks- I think he is thinking about the working bugs site at 2000 Merritt Road, not the site I was thinking about (the other former DPW site). I'll reach out to him directly.

Have a great weekend!

Tom

>>> Ellis Seide 7/6/2018 3:51 PM >>>

Ellis A. Seide  
Assistant to the City Manager  
City of East Lansing  
410 Abbot Road  
East Lansing, MI 48823  
phone: (517) 319-6920

>>>

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Ellis Seide <esseide@cityofeastlansing.com>

Date: 7/6/2018 3:50 PM

Subject: Re: Following up

We would like to park trucks, erect a small office, and perhaps offer some (above grade) self storage units for our clients. Has an environmental study been conducted? Clearly the building has been cleared for food and beverage production and consumption.

I appreciate your looking into this for us. Clearly we would like to bring our company to East Lansing, where we live, and most of our employees reside. We would also like to be a part of the solution to East Lansing's financial concerns.

Best,

Bill Willbrandt, Owner  
College Hunks Hauling Junk and Moving - Lansing  

Move the D

We're Hiring Today: [http://collegehunkshaulingjunk.com/about/careers/](http://collegehunkshaulingjunk.com/about/careers/)

From: Ellis Seide <esseide@cityofeastlansing.com>
Sent: Friday, July 6, 2018 3:42:22 PM
To: Bill Willbrandt
Subject: Re: Following up

Hi Bill,

There are a lot of environmental issues that will need to be resolved before we move forward. As you know, it is a former DPW site and this has caused ground contamination. Council has been hesitant to sell in the past. Are you looking to simply place trucks there or develop as a office? Any information I could pass along would be helpful.

Have a great weekend,

Ellis
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Ellis Seide <eseide@cityofeastlansing.com>

Date: 7/5/2018 2:10 PM

Subject: Re: Following up

What conditions would keep the land from being developed for our purpose?

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the D

We're Hiring Today: http://collegehunks haulingjunk.com/about/careers/

From: Ellis Seide <eseide@cityofeastlansing.com>
Sent: Thursday, July 5, 2018 2:03:51 PM
To: Bill Willbrandt; Thomas Fehrenbach
Subject: Re: Following up

Good afternoon,

It's an irregular triangular shape roughly about 6.4 acres total. The land may not be develop-able though.

Ellis

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920

>>>

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Ellis Seide <eseide@cityofeastlansing.com>
Date: 7/3/2018 3:45 PM

Subject: Re: Following up

I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the @

We're Hiring Today: http://collegehunshaulingjunk.com/about/careers/

From: Ellis Seide <eseide@cityofeastlansing.com>
Sent: Tuesday, July 3, 2018 3:31:13 PM
To: Bill Willbrandt
Cc: Thomas Fehrenbach
Subject: Re: Following up

Hi Bill,

Thank you for contacting the City with your request. I apologize in the delay. Are you referring to the building or the vacant land? The City no longer owner the portion of the building.

Ellis

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920

>>>

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the e Mail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill
Bill Willbrandt  
Lansing Michigan Franchise Owner  
COLLEGE HUNKS HAULING JUNK®  
COLLEGE HUNKS MOVING®  
1200 East Oakland Avenue  
Lansing MI 48906  
Office: 517-253-0259  
Mobile: 269-891-8191  
Email: bill.willbrandt@chhj.com

Move the World  
https://support.chhj.com/images/duallyo.png

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From: Bill Willbrandt <Bill.Willbrandt@chhj.com>
To: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Date: 7/6/2018 4:11 PM
Subject: Re: DPW Site

Please call my cell phone: 269-591-9191.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the D

We’re Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

-----------

From: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Sent: Friday, July 6, 2018 4:09:31 PM
To: Bill Willbrandt
Subject: Re: DPW Site

great, I’ll try you around then. What is the best number to reach you?

Thanks,
Tom

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>>> Bill Willbrandt <Bill.Willbrandt@chhj.com> 7/6/2018 4:08 PM >>>

Monday afternoon is fine. I will be conducting some employee training at ten, and then lunch, but available anytime after 1.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the D

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From: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Sent: Friday, July 6, 2018 4:01:04 PM
To: Bill Willbrandt
Cc: Ellis Seilde
Subject: DPW Site

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Kind Regards,
Tom

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Thomas J. Fehrenbach
Community & Economic Development Administrator
City of East Lansing
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To: Thomas Fehrenbach <tfhren@cityofeastlansing.com>
CC: Ellis Seide <esseide@cityofeastlansing.com>
Date: 7/6/2018 4:08 PM
Subject: Re: DPW Site

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Best,

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Tom

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From: Bill Willbrandt <Bill.Willbrandt@chhh.com>
To: Thomas Fehrenbach <tfehrn@cityofeastlansing.com>
Date: 7/6/2018 4:11 PM
Subject: Re: DPW Site

Please call my cell phone : 269-591-9191.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the □

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From: Thomas Fehrenbach <tfehrn@cityofeastlansing.com>
Sent: Friday, July 6, 2018 4:09:31 PM
To: Bill Willbrandt
Subject: Re: DPW Site

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Thanks,
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Kind Regards,
Tom
will do- have a great weekend.

Thanks,
Tom

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Please call my cell phone: 269-591-5191.

Best,
Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the ☐

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Here's the Golder proposal, gives a snapshot of where we're at with DEQ.

>>> Scott House 7/6/2018 2:56 PM >>>
Hi Tim,
Can you authorize the attached?
Thanks,
Scott

>>> "Regalbuto, Dave" <Dave_Regalbuto@golder.com> 7/6/2018 2:00 PM >>>
Scott:

For your consideration. We can start on the Part 201 criteria comparison update upon your written authorization. It will be important to engage the Parcel C owner early in the process. Let me or Karen know if there are questions.

Dave Regalbuto, C.P.G.
Associate / Senior Consultant

15851 South US 27, Suite 50, Lansing, Michigan, USA 48906
T: +1 517 482-2282 | D: +1 (517) 316-3256 | C: +1 517 256-4716 | golder.com

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Please consider the environment before printing this email.
Hi Tom,

We haven’t officially met yet but I’m a reporter from East Lansing Info and I cover mostly city government and development stuff. We got an email from Bill Willebrandt regarding his interaction with the city over the possibility of him moving his business “College Hunks Hauling Junk” into East Lansing, since he lives here.

He characterizes the interaction as a brush-off, basically that there is no place in EL for a business that requires industrial zoning, and his surprise with that reaction since EL seems to be in a spot where any new business investment in the area would be welcome. Obviously there are two sides to every interaction though so I thought I would get it from your perspective as well. I drive past the building that they are currently renting on Pennsylvania several times a week, and it seems like their needs are basically a warehouse and a parking lot, which is not dissimilar to businesses operating in the northern tier (although the ones I’m thinking of, self storage and construction contractors) might be in Bath, I’m a little shaky on the boundary up there.

I’m meeting with him in about an hour to talk more about his business and what exactly they would need in terms of space and zoning.

Sent from Mail for Windows 10
Hi Jessy,

Unfortunately the City has very limited industrial space, and our initial search did not indicate that any is currently available. As I mentioned to Mr. Willebrandt, we will continue to search for sites that could potentially be a fit for his company. We are always happy to meet with businesses to explore their concepts, look for possibilities, and help folks understand/navigate our processes.

Thanks,
Tom

>>> Jessy Gregg <jessyhenderson@gmail.com> 7/10/2018 8:30 AM >>>

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Sent from Mail for Windows 10
Hi Bill,

We found another city site that could potentially be a fit for you. It would need to be rezoned (probably to OIP) to accommodate your use, but seems to be in the ballpark in terms of space, location, and adjacent uses. Please see attached and let me know what you think. If you’re interested in exploring further, I am happy to pull together the right staff on our end to meet with you/ discuss your concept in more detail and determine what the process would look like.

Kind Regards,
Tom

>>> Bill Willbrandt <Bill.Willbrandt@chhj.com> 7/6/2018 4:11 PM >>>
Please call my cell phone: 269-591-9191.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the D

We’re Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

From: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Sent: Friday, July 6, 2018 4:11:45 PM
To: Bill Willbrandt
CC: Ellis Seide
Subject: Re: DPW Site

great, I’ll try you around then. What is the best number to reach you?

Thanks,
Tom

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Thank you Tom for sending this over. My business partner and I will go through it and take a look at the property ASAP.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

We're Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

---

From: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Sent: Tuesday, July 10, 2018 12:08 PM
To: Bill Willbrandt
Cc: David Haywood
Subject: Re: DPW Site

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Tom

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Was there a specific reason for selling that site? Have there been any interested parties over the year? Are there other big chunks of city owned real estate up for sale? I have so many questions about this. It seems like "hey, why don't we work on selling that chunk of land up by DPW?" would have come up sometime during all this budget folderol.

So many questions.

On Thu, Jul 12, 2018, 11:16 PM Thomas Fehrenbach <tfehrn@cityofeastlansing.com> wrote:
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The file was created in November of 2016. The property was approved for sale by a vote of the citizens in 2005. I think in the past there have been several inquiries and potential sales but none that came to fruition. In terms of rezoning, they would need to submit an application and make a formal request which would go to the Planning Commission for a public hearing and recommendation to the City Council, who would also hold a public hearing and make a decision. The process would typically take about 90 days.

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From: Thomas Fehrenbach
To: Tim Dempsey
Date: 7/17/2018 4:02 PM
Subject: Re: DPW Site

cool - I was confused at first but realize you must be replying to the music in motion thread... :)

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From: Bill Willbrandt <Bill.Willbrandt@chji.com>  
To: Thomas Fehrenbach <tehren@cityofeastlansing.com>  
CC: David Haywood <dhaywood@cityofeastlansing.com>  
Date: 7/17/2018 4:18 PM  
Subject: Re: DPW Site

Tom,

Yes, a meeting could be very helpful. I’d appreciate that. We can wait for Scott to come back from army duty, it sounds like it would be important for him to be there.

Thank you for helping to turn this from “an uphill battle” into a “meeting to discuss possibilities”. I respect and appreciate that.

Best,

Bill Willbrandt, Owner  
College Hunks Hauling Junk and Moving - Lansing

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From: Thomas Fehrenbach <tehren@cityofeastlansing.com>  
Sent: Tuesday, July 17, 2018 3:32 PM  
To: Bill Willbrandt  
Cc: David Haywood  
Subject: Re: DPW Site

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Kind Regards,

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>>> Bill Willbrandt <Bill.Willbrandt@chhj.com> 7/17/2018 10:31 AM >>>

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City of East Lansing
410 Abbot Road
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From: Tim Dempsey  
To: Fehrenbach, Thomas  
Date: 7/17/2018 4:56 PM  
Subject: Re: DFW Site

Yes, that one. must have had multiple emails open at once!  
>> > Thomas Fehrenbach 7/17/2018 4:02 PM >> >  
cool- I was confused at first but realize you must be replying to the music in motion thread... :)  
>> > Tim Dempsey 7/17/2018 3:55 PM >> >  
This is good stuff, I like it a lot. Don't really have anything to add, other than discussing with Amy and Wendy would be good, and probably Heather Surface.

Also, you can offer up our many giant post-it flip charts we uncovered when cleaning.  :) 

>> > Thomas Fehrenbach 7/17/2018 3:32 PM >> >

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Sent: Tuesday, July 31, 2018 12:04 PM
To: Bill Willbrandt
Cc: Clark Burkle
Subject: Re: DPW Site

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Hi Bill,

Thanks for the message. Before you spend time/money on a site plan, I would suggest a meeting with our planning staff as well as public works to discuss your concept.

Ideally, we could have Scott House, our director of Public Works join us to discuss the neighboring use as well as any possibility for additional space. However, he is on Army duty for a couple weeks. If you'd like to meet as soon as possible, I can see if an alternate can represent. Please let me know what your schedule is like, and if you have a convenient time or two in the near future and I'll gladly coordinate a meeting.

I look forward to meeting you in person.

Kind Regards,
Tom
From: Bill Willbrandt <Bill.Willbrandt@chsj.com>
To: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Date: 7/31/2018 1:01 PM
Subject: Re: DPW Site

Yes Tom, we'll be there. Thanks for letting me know how to find you.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the [ ]

We're Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

---

From: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Sent: Tuesday, July 31, 2018 12:04 PM
To: Bill Willbrandt
Cc: Clark Burkle
Subject: Re: DPW Site

Hi Bill,

Just confirming today at 2pm- please meet us at City Hall on the second floor in the Building Planning office. Just tell the nice folks behind the desk that you're here to see me, and they'll find me! We have a conference room reserved for our conversation.

Thanks,
Tom

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>>> Bill Willbrandt <Bill.Willbrandt@chsj.com> 7/17/2018 4:37 PM >>>

Tom,

That sounds fine. I will want to coordinate with my business partner, Clark Burkle, but if it doesn't work I can give you plenty of notice.

Bill

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the [ ]

We're Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

---

From: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Sent: Tuesday, July 17, 2018 4:32 PM
To: Bill Willbrandt
Subject: Re: DPW Site

Thanks, Bill. Any chance 2pm on July 31st works for you to come here to City Hall? If not, I can look for some other times...

Thanks,
Tom

---

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```plaintext
>>> Bill Willbrandt <Bill.Willbrandt@ehlj.com> 7/17/2018 4:03 PM >>>
Tom

Yes, a meeting could be very helpful, I'd appreciate that. We can wait for Scott to come back from army duty, it sounds like it would be important for him to be there.

Thank you for helping to turn this from “an uphill battle” into a “meeting to discuss possibilities”. I respect and appreciate that.

Best,
Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the U

We're Hiring Today: [http://collegehunkshaulingjunk.com/about/careers/](http://collegehunkshaulingjunk.com/about/careers/)
```
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>>> Bill Willbrandt <Bill.Willbrandt@chhj.com> 7/17/2018 10:31 AM >>>

Good Morning Tom,

We finally got a chance to go out and look around the property at the NE corner of Brown Road and State Road Monday night. We definitely agree that the adjacent uses and location are great for our needs. Our only concern is the amount of space. It's a bit smaller than what we really need with everything that we want to do, especially when the required setbacks are considered (roads on three sides). I think that we may still have a site plan drawn up to see how that plays out, and then we'd get an appraisal if things look at all feasible. Ideally we would like to be looking at about 5 acres, to be getting around with trucks, for truck parking, employee parking, etc., rather than 3 acres. Is any of the other adjacent property available?

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
COLLEGE HUNKS HAULING JUNKS
COLLEGE HUNKS MOVING®
1200 East Oakland Avenue
Lansing MI 48906
Office: 517-253-0259
Mobile: 269-591-9191
Email: bill.willbrandt@chhj.com

Move the World
https://support.chhj.com/images/duallogo.png

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Greetings,

College Hunks Hauling Junk, a hauling and moving company, is interested in the potential of using the oulot at DPW (on State Road) for vehicle storage, offices, and potentially some storage rental units for customers. I thought a good place to start was to pull this group together to hear their concept and provide insights. Please hold this time and let me know if you have any questions.

Thanks!
Tom
Thanks Tom,

You have been most helpful in your suggestions.

Best,

Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing

Move the

We're Hiring Today: http://collegehunkshauljunk.com/about/careers/

---

Hi Bill and Clark,

It was nice meeting you both yesterday. In following up, below is the information related to the other sites we discussed:

**Parcel 19-20-50-26-400-026**
(State Road West of the DPW site)
Zoning (Dewitt) M-4, multifamily
Owner: T&D Developers, LLC

LARA lists the resident agent of the LLC as Daryl Kesler, 12671 Center Rd. Bath MI 48808
I have the following phone number in our records: (517) 363-4050

**Parcel 33-20-90-55-018-093**
(3400 West Road)
Zoning: OIP
Owner: 3GT Racing

LARA lists Paul Gentilozzi as the owner at the same address.
I have the following phone number in our records: (517) 371-3230

In diving deeper into our zoning classifications with our zoning staff, OIP clearly allows the office and truck parking portions of your plan. Self-storage, however, does not appear to be an allowable use within our zoning.

As such, I think your best bet in East Lansing is to search for available property that is called out for C-3 in the future land use section (see chapter 4 and page 167) of our comprehensive plan. This would include the public works site that we discussed. I will continue to keep my eyes open for any other options that might fit your needs as well. Upon discovery of a suitable site, we will gladly help you through the process of petitioning the City Council for a rezoning to include the use types necessary for your plan.

As I mentioned in the meeting, please feel free to contact me with any questions, or if there's another site you'd like to investigate. I'm happy to help you in any way I can.

Regards,

Tom

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I understand that the business partners from college hunks have met with city staff and the outcome was not super positive.

According to Bill if they want to move into the Northern Tier they would have to initiate the rezoning which would be a time consuming and costly process.

I thought we were overdue for a massive rewrite of our zoning code? Why does the responsibility for this fall on a business owner who is making the effort to relocate into our city when it has already been acknowledged that our code is hugely out of date and our own master plan is in line with the kind of business that they are trying to start?

Questions that I have asked before but haven't received an answer to:

Is East Lansing's zoning code written to encourage certain types of businesses and discourage others?

Why haven't we heard about this piece of city owned property south of DPW during the budget talks?

Are there any other pieces of city owned property for sale?
Hi Tim,

As discussed please see attached and let me know what you guys think.
Also I noticed the Language in the ordinance:

No medical marihuana provisioning center facility shall be permitted to locate within 1,000 feet of the lot lines of another medical marihuana provisioning center facility or of a retail establishment whose exclusive or primary business is the sale of alcoholic liquor for off premises consumption.

Can you please let me know if a provisioning center would be permitted within 1000 feet of Red Cedar Spirits?

Den Crittenden
CFO – Emerald Growth Partners
305.340.1556
LETTER OF INTENT
ACQUISITION OF LAND

Nov 8, 2018

Re: Letter of Intent ("LOI") for the proposed purchase (the "Transaction") of a certain property located in East Lansing.

Attn: Tim Dempsey, Director/Deputy City Manager of East Lansing

This letter summarizes the key terms and conditions pursuant to which Buyer (as hereinafter defined) would consider entering into the Purchase Agreement (as hereinafter defined) for the Properties:

Buyer: Emerald Growth Partners, L.L.C.

Seller: City of East Lansing

Property: The Vacant Land bounded by Merritt Rd to the North West and Park Lake Rd to the East, identified by Parcel ID: 33-20-02-08-200-007

Preliminary Inspection Period: Until that date that is thirty (30) days after the execution date of this LOI (the "LOI Execution Date"), Buyer (and its employees, agents, contractors) shall have the right to full and unfettered access to the Property, and to any and all documents or other information relating to prior use of the property and environmental studies and surveys previously completed (the "Preliminary Inspection Period"). Until the end of the Preliminary Inspection Period, Seller will not directly or indirectly (including, without limitation, by means of or through the acts and activities of officers, employees, brokers, agents or representatives of Seller) solicit, negotiate, or consider any proposal or bid (whether solicited or unsolicited), or enter into any agreement or expression of intent, or furnish any inspection, due diligence materials, or other information for or relating to any sale, exchange, or purchase of all or any material part of the Property that would have a material adverse effect on the consummation of the Transaction. Buyer is entitled to seek preliminary injunctive relief from a court of competent jurisdiction in enforcing this provision of this LOI.

Purchase Agreement: Before expiration of the Preliminary Inspection Period, Buyer and Seller will work diligently to prepare a binding Purchase Agreement. Said Purchase Agreement(s) will contemplate the terms of this LOI and all terms Buyer and Seller agree to include
that are appropriate and/or necessary to consummate the Transaction.

**Purchase Price:**

$900,000 USD.

**Deposit:**

$50,000 USD Earnest Money Deposit will be placed in escrow upon consummation of a binding Purchase Agreement.

**Assignment:**

Buyer shall have the right to, after giving written notice to Seller, assign its rights and obligations under the Purchase Agreement to one or more different entities controlled by or affiliated with Buyer.

**Confidentiality:**

The parties agree to cause the terms and conditions of this LOI and all information, documents or other proprietary information obtained by one party (or its representatives) from any other party (or its representatives) (collectively, the “Confidential Information”) to be kept and maintained as confidential, except to the extent otherwise required by applicable law. Notwithstanding the foregoing, “Confidential Information” shall not be deemed to include information that is generally available to or known by the public other than by reason of disclosure by the disclosing party in violation hereof. The covenants under this Section are in addition to, and not in lieu of, any separate confidentiality or non-disclosure agreements previously or later made by the parties. This Section will survive the termination of this LOI for two (2) years.

**Non-Binding Obligation:**

The parties are not bound to consummate the Transaction. This LOI is merely a written record of the discussions between the parties hereto and merely sets forth the mutual present intent of the parties with respect to the Transaction. Any binding commitment with respect to the Transaction (other than the Surviving Terms as defined below) will result only from the execution of a Purchase Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that they are bound by the “Preliminary Inspection”, “Condition of Property”, and “Confidentiality” Sections of this LOI (collectively, the “Surviving Terms”). Except with respect to the Surviving Terms, neither party may claim any legal rights against the other by reason of any actions taken in reliance upon this LOI, including without limitation any partial performance of the Transaction.

**Governing Law:**

This LOI shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Michigan, notwithstanding the conflicts of law provisions of the State of Michigan or any other jurisdiction.
Amendment: This LOI may not be modified or amended orally or by contrary course of conduct and may only be modified or amended in writing signed by all parties.

Signatures and Copies: This LOI may be executed in separate counterparts, none of which need contain the signatures of all parties to this LOI, and all of which taken together shall constitute one and the same instrument. Each facsimile, portable document format file, image file, or other copy of this signed LOI will be effective as if an original.

[Remainder of Page Left Intentionally Blank – Signature Page Follows]
Please indicate your approval of the above terms and conditions by signing in the space provided below and returning a copy of the signed letter to the undersigned within one (1) business day of this letter's date.

BUYER:

[Signature]

Dan Crittenden - CFO
Emerald Growth Partners, LLC

SELLER:

City of East Lansing
November 9, 2018

Mr. Tim Dempsey  
Director, Planning, Building and Development  
410 Abbot Road  
East Lansing, MI 48823

Dear Mr. Dempsey,

We are interested in submitting an offer on the Merritt Road property, Parcel ID#33-20-02-08-200-007, consisting of approximately 6.41 acres, and more accurately described in attached Exhibit A. We are optimistic and intrigued by the potential this location brings to our overall investment strategy.

With that in mind, this non-binding Letter of Intent (LOI) is in furtherance of our discussions concerning the purchase of the property located on Merritt Road. The fundamental elements of the proposed transaction are as follows:

1. The obligations of the parties to close the contemplated transaction shall be expressly conditioned upon the execution by Buyer and Seller of a definitive Real Estate Purchase Agreement (the "Agreement").

2. The closing (the "Closing") of the sale and purchase of the Purchased Property shall occur on or before one hundred twenty (120) days from the execution of a definitive Agreement. The expected time frame for the proposed purchase will accommodate the due diligence review by the Buyer and the simultaneous drafting and negotiation of the Agreement. The Closing would occur upon the execution of the Agreement and subsequent satisfaction of all conditions and approvals contained therein. With that said, we would hope to close sooner, but would target a March 31, 2019 closing date.

3. The Purchase Price shall be paid as follows:

   - $10,000.00 Earnest Money deposit (EMD) due at execution of a Real Estate Purchase Agreement, which EMD shall be applied against the purchase price at close.
   - $950,000.00 to be paid in certified funds at close.

4. The Purchased property shall be free and clear of all debts, liens, and encumbrances at Closing.
5. The Agreement shall provide for: (a) representations and warranties that are normal and customary for the type of transaction contemplated herein; and (b) indemnification by the parties for breach of any representations, warranty, covenant or commitment set forth in the Agreement.

6. In entering into this letter of intent, the Buyer has relied upon the information presented to Buyer by Seller. Buyer’s obligation to proceed with execution of the Agreement and consummation of the transaction contemplated herein is specifically conditioned upon the confirmation of all such information.

7. The obligations of the parties are subject to the execution of the Agreement and related documents, in form and substance acceptable to each party and its respective counsel, and consistent with the terms of this letter. If the Agreement is not executed because the parties hereto cannot in good faith agree on the terms to be contained in the Agreement, it is understood that none of the undersigned, or any other parties to the proposed transaction, shall be liable to the others in any manner, but this shall not derogate from the parties respective obligations to negotiate with each other in good faith to enter into the Agreement on the basic terms contained herein.

If the foregoing affords a basis satisfactory to you for proceeding, please indicate by signing in the places provided below on all copies of this letter of intent, and kindly return one executed copy to Buyer. Together, we shall proceed with the negotiation of specific terms and conditions and the preparation of a definitive Agreement required to consummate this transaction.

Sincerely,

Jeff Donahue
General Counsel
Green Peak Innovations,

AGREED AND ACCEPTED:

Tim Dempsey
Director, East Lansing Planning, Building
And Development

Dated: 11/9, 2018
EXHIBIT A

Legal Description:
PT OF E 1/2 OF SEC 8 T4N R1W CITY OF EAST LANSING DESC AS: COM AT E 1/4 COR OF SEC 8 - N89D48’37"W ALG EW 1/4 LN 1368.92 FT TO C/L OF PARK LAKE RD - N00D18’27"E ALG SD C/L 70 FT TO POB - N89D48’37"W PLL WITH EW 1/4 LN 213 FT - N27D49’54"W 296.21 FT - N46D07’46"W 229.15 FT TO C/L OF PROPOSED E BOUND LANE OF OLD M-78 HWY - N43D52’14"E ALG SD PROPOSED C/L 672.83 FT - N80D43’27"E 55.84 FT TO C/L OF PARK LAKE RD - S00D18’27"W ALG SD C/L 915.52 FT TO POB EXC COM AT E 1/4 COR OF SEC 8 - N89D48’37"W ALG EW 1/4 LN 1368.92 FT TO C/L OF PARK LAKE ROAD - N00D18’27"E 191.27 FT ALG SD C/L - N89D41’33"W 53.5 FT TO POB - N89D41’33"W 60 FT - S00D18’27"W 51 FT - S89D41’33"E 60 FT - N00D18’27"E 51 FT TO POB (CONTAINING 6.42A M/L) (SPLIT FROM 33-20-02-08-200-003 AND -004 BY 2012 JBOR FOR 2012)
George Lahanas - disposition of the former DPW site

From: Tim Dempsey  
To: Lahanas, George  
Date: 11/16/2018 1:42 PM  
Subject: disposition of the former DPW site  
Cc: Fehrenbach, Thomas; Haywood, David  

George,

As you are aware, we have two written offers to purchase the City-owned parcel at Park Lake and Merritt Roads. I expect another two to three unsolicited offers in the coming days.

Given the current level of interest, it's staff recommendation that we issue a Request for Proposals for the site that would allow all the interested parties to submit, both those already having submitted and other parties currently unaware of its availability. It would be our goal to establish parameters of a sale, especially whether or not the City would entertain a brownfield plan or simply require the winning bidder to address the existing soil and remediation needs.

Please let me know if this approach is acceptable or if there's another preferred approach for entertaining offers.

Thank you,

Tim
From: Mark Meadows
To: Aaron Stephens; George Lahanas; Ruth Beier; Shanna Draheim; Erik Altmann
Date: 11/16/2018 2:45 PM
Subject: Re: Fwd: disposition of the former DPW site

I don't necessarily agree with this proposal but I suppose I can be convinced. An RFP essentially binds our hands to the high bidder and does not allow a bidding “war”. As it sits right now, staff can share information on each bid with each bidder until the price is driven up to the point that other bidders drop out. We lose this option with an RFP. I think the wiser way to go is to indicate to each bidder that we are not considering a bid that is unaccompanied by a $100,000 earnest money deposit and proof of funding.

Mark

>>> George Lahanas 11/16/18 2:33 PM >>>

Council,

With the passage of the marijuana provisioning ord. we have seen strong interest in the City owned land on Merritt Rd (old DPW site). We are a proposing an RFP process in order to provide for a structured process and achieving maximum value for the City.

Please see Tim's email below.

Thanks
George

>>> Tim Dempsey 11/16/2018 1:42 PM >>>

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Tim
George Lahanas - Re: Fwd: disposition of the former DPW site

From: Shanna Draheim
To: George Lahanas
Date: 11/16/2018 2:56 PM
Subject: Re: Fwd: disposition of the former DPW site

I think this is a good approach

>>> George Lahanas 11/16/18 2:33 PM >>>

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Tim
George Lahanas - Re: Fwd: disposition of the former DPW site

From: Shanna Draheim
To: Aaron Stephens; George Lahanas; Mark Meadows; Ruth Beier; Erik Altmann
Date: 11/16/2018 2:59 PM
Subject: Re: Fwd: disposition of the former DPW site

I think we can incorporate those terms into a RFP, as well as any other things we'd want as a condition of the sale (for e.g., expecting them to deal with soil remediation needs). But I think a RFP process makes sense

>>> Mark Meadows 11/16/18 2:45 PM >>>

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Tim
George Lahanas - Fwd: disposition of the former DPW site

From: Erik Altmann <erikaltmann@gmail.com>
To: George Lahanas <glahana@cityofeastlansing.com>
Date: 11/16/2018 5:02 PM
Subject: Fwd: disposition of the former DPW site
Cc: Mark Meadows <m1831@netscape.net>

I’m mainly concerned about top dollar — unless there’s some other criterion that I can’t currently imagine that we’d want to build into an RFP.

Given the level of interest, it seems like we can put brownfield remediation on the purchaser, unless that turns out to scare everyone away.

Erik

Begin forwarded message:

From: "Shanna Draheim" <sdraheim@cityofeastlansing.com>
Subject: Re: Fwd: disposition of the former DPW site
Date: November 16, 2018 at 2:59:00 PM EST
To: "Aaron Stephens" <astephens@cityofeastlansing.com>, "George Lahanas" <glahana@cityofeastlansing.com>, "Mark Meadows" <mmeadows@cityofeastlansing.com>, "Ruth Beier" <rbeier@cityofeastlansing.com>, <Erik.M.Altmann@gmail.com>

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Tim

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November 27, 2018

Mr. George Lahanas
City Manager
City of East Lansing
410 Abbot Road, Room 207
East Lansing, MI 48823

Re: Amendment to Purchase Agreement Dated April 18, 2016 for City-Owned Property, Commonly Known as 6.42 Acres on Merritt Road

Dear George:

The Purchaser has asked me to respectfully request that the City of East Lansing ("Seller") reinstate the above-referenced purchase agreement under the same terms and conditions, with the exception of the inspection period, which Purchaser is willing to amend to sixty (60) days, provided:

1) Seller is willing to approve a future Brownfield in the amount of the direct clean-up cost (provided the value of the proposed new retail/mixed-use development will adequately fund the recapture of the full amount of eligible clean-up related activities);

2) Purchaser and Seller shall agree to a cash sale; and

3) Purchaser and Seller shall close in 30-45 days of expiration of due diligence period.

Please let me know if you, Mayor Meadows, Tim Dempsey and staff members are willing to meet and discuss this proposal further, or advise me of other suggestions the City may have that would allow the sale to proceed with Mr. Eide and Mr. Luberto, so that they can build a first-class retail development on the site.

I look forward to hearing from you.

Sincerely,

Shawn H. O'Brien, CCIM
Senior Vice President | Brokerage Services
+1 517 319 9220
shawn.obrien@cbre-martin.com

SO/ml
REAL ESTATE PURCHASE AGREEMENT OFFER

This Real Estate Purchase Agreement Offer ("Agreement") is made April 18, 2016, by the City of East Lansing, c/o George Lahanas, City Manager, 410 Abbot Road, East Lansing, Michigan, 48823 ("Seller") to Samuel C. Eyde and Dominic Luberto, or an entity to be formed by them, with a mailing address of 4660 S. Hagadorn Road, Suite 100, East Lansing, Michigan, 48823 ("Buyer"). Buyer and Seller are each a "Party" and together the "Parties."

Subject to the contingencies set forth herein, Seller agrees as follows:

1. Property, Purchase Price, Deposit, and Payment. Seller agrees to sell the Property, situated on Merritt Road, East Lansing, Michigan consisting of approximately 6.42 acres together with all existing buildings and improvements on the property including all systems, fixtures, equipment, and improvements thereon and all privileges, rights, easements, hereditaments, and appurtenances thereunto, and further described as parcel D on Exhibit A attached hereto (the "Property") at a price of Eight Hundred Fifty Thousand and no/100 Dollars ($850,000)(the "Purchase Price"), plus or minus pro-rations and commissions, under the terms set forth in this Agreement. Within five (5) business days of the Buyer's acceptance of this offer and the East Lansing City Council's subsequent approval of the contract in conformity with the requirements of the Open Meetings Act (the Effective Date), Buyer shall deposit Five Thousand and no/100 Dollars ($5,000.00) with the Title Agency as a Deposit. The Deposit shall be applied to the Purchase Price at Closing or refunded to Buyer or retained by Seller according to the terms of this Agreement. The Purchase Price shall be paid in cash at Closing. The Property is being acquired for the development of a multi-tenant retail/mixed-use project to be determined by Buyer, and prior to Closing the Property must satisfy Buyer's intended use.

2. Title Insurance. Within thirty (30) days of the Buyer's failure to notify Seller of the rejection of the property pursuant to paragraph 4 of this agreement, Seller shall provide to Buyer a commitment for an American Land Title Association Title Policy ("Title Policy") along with copies of all supporting documents affecting title to the Property ("Commitment") from a title agency mutually acceptable to Buyer and Seller ("Title Agency"). At Closing the Title Agency shall issue the Title Policy to Buyer, which shall be without standard exceptions, and shall include full-extended coverage, an access endorsement, a survey endorsement, a contingency endorsement, and a tax parcel endorsement. Any lien against the Property shall be removed by Seller at or before Closing. Title conveyed at Closing shall be free simple by warranty deed without exceptions and in a condition acceptable to Buyer in Buyer's sole discretion ("Warranty Deed"). The charges for title insurance and endorsements shall be paid by Seller. State and county transfer taxes due, if any, upon recording of the Warranty Deed shall be paid by Seller.

3. Seller Documents. Within thirty (30) days of the Effective Date, Seller shall provide to Buyer any and all information and documents related to the Property in Seller's possession, custody, or control ("Documents"), including, but not limited to any and all (a) environmental, geotechnical, soils and hazardous material reports, and engineering studies, (b) all documentation related to any Brownfield applications and/or credits, (c) surveys, topographical maps, reports, studies and analyses, (d) appraisals, and (f) correspondence or litigation related to the Property.
(i) Seller, upon approval by the East Lansing City Council, possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. All Closing documents executed by Seller will constitute valid and binding instruments enforceable in accordance with their terms. Except as described herein, no consent of any other party is required for the performance by Seller of its obligations hereunder or under the Closing documents.

(ii) No suit, action, arbitration, or legal, administrative, or other proceeding is pending or has been threatened against the Property or against the Seller with respect to the Property. No proceedings under federal or state bankruptcy or insolvency laws have been commenced against Seller which have not been terminated; no general assignment for the benefit of creditors has been made by Seller; and no trustee or receiver of Seller's interest in the Property has been appointed.

(iii) Seller is the fee owner of the Property, and as of Closing, no other party has any interest in the Property or right to purchase the Property or any portion thereof. Seller has not entered into any other agreement for the purchase, sale, or transfer of the Property or any interest therein.

(iv) Seller has paid or will pay at Closing, any local, state, federal taxes and special assessments attributable to the period prior to Closing which, if not paid, could constitute a lien on the Property, or for which Buyer may be held liable after Closing.

(v) Seller has not received any notice nor has any knowledge that any governmental authority, or any employee or agent thereof, considers the operation, use or ownership of the Property to violate or have violated any fire, zoning, health, building code or other ordinance, law or regulation or order of any government or any agency, body or subdivision thereof, or that any investigation has been commenced, or is contemplated, regarding such possible violation. Seller has not received notice of any pending or threatened proceeding in eminent domain or otherwise which would affect the Property, or any portion thereof.

(vi) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA").

(vii) The execution and delivery of this Agreement and the consummation of the transactions will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument, to which Seller is a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Seller.

(viii) Seller is unaware of any existing or pending claim of liability on Seller under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or in any other federal, state or local law, order or regulation governing hazardous substances, as such laws, orders or regulations may be amended from time to time (collectively, "Hazardous Waste Laws") with respect to the Property.
4. **Inspection Period, Indemnification and Hold Harmless of Seller.** The Closing of this Agreement is contingent upon Buyer's satisfaction with Buyer's inspection of the Property. Upon the delivery to Buyer by Seller of the Commitment and the Documents described above, Buyer shall have ninety (90) days to perform its inspection of the Property, unless further extended in accordance with the terms hereof (the "Inspection Period"). The Inspection Period may be extended by written request from the Buyer and approval of the Seller. During the Inspection Period, Buyer shall determine if the purchase of the Property is feasible for Buyer's intended use in Buyer's sole and absolute discretion. Buyer may obtain such tests, studies, surveys, and inspections of the Property as Buyer deems appropriate, and Seller hereby grants Buyer and Buyer's agents the right to enter upon the Property to and conduct such tests, studies, surveys, and inspections, at Buyer's expense and at times convenient to Seller. Buyer, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, and all of its elected and appointed officers, agents, servants, and employees from any and all claims or threats of claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of Buyer, or anyone acting on behalf of Buyer, being on the property. This obligation survives the termination of this agreement. After the Effective Date and until Closing, Seller shall use and operate the Property in a manner consistent with Seller's practice immediately prior to the Effective Date. During the Inspection Period, Seller shall cooperate with Buyer in arranging inspections. Buyer shall give Seller notice of Buyer's acceptance or rejection of the Property before expiration of the Inspection Period (including any extension). If Buyer gives notice of rejection of the Property and a request for return of the Deposit, then without the necessity of further documentation, this Agreement shall be deemed terminated and the Deposit shall be refunded to Buyer. The Parties acknowledge that Buyer has incurred substantial costs in executing this Agreement and inspecting the Property, and would not have entered into this Agreement without the availability of the Inspection Period. Therefore, the Parties agree that consideration exists to support the termination provisions of this Agreement either before or at the expiration of the Inspection Period.

5. **Risk of Loss, Damage or Destruction.** Between the Effective Date and Closing, the risks and obligations of ownership, unless otherwise specified herein, are the loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller.

6. **Assignment.** Buyer may assign or transfer its interest in this Agreement in Buyer's discretion.

7. **Brokerage.** Seller has no listing agreement with any Broker. Buyer has a buyer's agency agreement with Martin Commercial Properties, Inc., a Michigan corporation d/b/a CBRE Martin (Buyer's Broker). Seller and Buyer agree to each pay 50% of the real estate commission due to CBRE on the sale of the Property. The total real estate commission due and owing under buyer's agency agreement is 5% of the total sale price. This obligation shall survive the termination of this agreement but is contingent on the sale of the property and shall only become due and payable upon the actual closing of the sale of the property. A failure to close on the sale of the property voids any commission due and owing to buyer's agent under buyer's agency agreement.

8. **Representations and Warranties of Parties.**

(a) Seller represents to Buyer that, to the best of Seller's knowledge, without any specific investigation:
(ix) No portion of the Property is subject to a lease or any other right of occupancy of any third party except those rights pursuant to any easements over the Property.

(x) Except as otherwise permitted herein, during the period commencing on the Effective Date and ending on the earlier of the Closing Date or termination of this Agreement, (a) Seller shall not enter into any agreement or other contract affecting or relating to the Property that will survive the Closing; (b) Seller shall not transfer any of the Property or create, permit or suffer to exist on any of the Property any liens, mortgages or security interests that will survive Closing; (c) Seller shall maintain the Property in the same manner in which Seller is maintaining the Property as of the Effective Date; and (d) Seller will not market the Property and will not enter into any agreement to sell the Property to any other party.

(xi) Seller shall promptly notify Buyer in writing of any event or occurrence which would cause any of Seller's representations and warranties set forth in this Agreement to cease to be true, correct, or accurate in any manner.

(xii) Seller agrees that it shall not access, cultivate, harvest, or otherwise attempt to access the oil, gas, or mineral rights reserved to Seller without the prior written consent of Buyer. In no event shall Seller's cultivation, harvesting, or access to the oil, gas, or mineral rights interfere or disrupt Buyer's use, access, or enjoyment of the Property.

(b) Buyer represents to Seller that:

(i) Buyer possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. The persons executing this Agreement on behalf of Buyer have full power and authority to bind Buyer, and upon execution and delivery of the same, all Closing documents executed by Buyer will constitute valid and binding instruments enforceable in accordance with their terms.

(ii) There is no claim, action, suit or proceeding pending or, to the knowledge of Buyer, threatened against, by or otherwise affecting Buyer, which could materially impair Buyer's ability to perform its obligations under this Agreement.

9. Conditions Precedent to Closing.

(a) Buyer's and Seller's obligation to close hereunder shall be expressly conditioned upon the occurrence or fulfillment of each of the following conditions on or prior to the Closing Date (as hereinafter defined):

(i) All of the representations by Buyer and Seller set forth in this Agreement shall be true and correct at and as of the Closing Date in all material respects.

(ii) Buyer and Seller shall have performed, in all material respects, all
covenants, agreements, and conditions required by this Agreement to be performed by each prior to the Closing Date.

(iii) Buyer or Seller shall not have earlier terminated this Agreement in accordance with the terms hereof.

(iv) Buyer and Seller shall have delivered to the Title Agency all such other instruments and documents as may be reasonably required by Title Agency to allow the Closing to occur.

(v) The issuance at Closing by the Title Agency of the Title Policy in accordance with this Agreement.

(vi) No suit, action, or other proceeding (instituted by any party other than Buyer) shall be pending which seeks, nor shall there exist any judgment the effect of which is, to restrain the purchase and sale of the Property.

(vii) That no material adverse change in the Property, or its future use or operation, shall have occurred through the date of Closing.

(viii) Seller is able to comply with the title insurance requirements of paragraph 2 of this agreement without expending unforeseen funds or funds in an amount unsatisfactory to Seller.

(viii) The City of East Lansing's City Council shall have approved the sale of this property in accordance with the terms of this agreement pursuant to the requirements of Michigan's Open Meeting Act.

If any of the conditions precedent to closing set forth above are not satisfied, this Agreement may, at each respective Party's option, be terminated, in which case the Title Agency shall return the Deposit in full to Buyer, the obligations of the Parties under this Agreement shall expire, and this Agreement shall become null and void. If the Seller has complied with all of the terms specified herein and the Buyer has failed to notify Seller at the close of the inspection period of the rejection of the property and Buyer fails or refuses to close on the property, said failure or refusal to close shall constitute a default by Buyer and the Deposit shall be retained by Seller in accordance with paragraph 13.

10. Prorations. The following prorations and adjustments shall be made between Buyer and Seller at Closing:

(a) Taxes. The property is currently exempt from taxes as publicly owned property and there are no taxes due and owing thereon. Any taxes assessed after closing shall be the responsibility of the buyer.
11. Closing and Possession. Closing shall take place on or before the earlier of sixty (60) days after the end of the Inspection Period or such other earlier date mutually agreed to by the Parties. Closing shall take place at the Title Agency at a time the Parties hereto mutually agree. All documents and instruments required for the Closing shall be delivered to the Title Agency at or prior to the time of Closing. Possession of the Property shall be tendered by Seller to Buyer at Closing. On or prior to the Closing Date, Seller shall deliver to Title Agency (i) the duly executed Warranty Deed; (ii) a duly executed owner's affidavit in customary form, and (iii) such other documents which are consistent with this Agreement as may be reasonably required by the Title Agency to enable such Title Agency to issue the Owner's Title Policy in accordance with this Agreement. On or prior to the Closing Date, Buyer shall deliver to Title Agency (i) the Purchase Price and (ii) such other documents which are consistent with this Agreement as may be reasonably required by the Title Agency to enable such Title Agency to issue the Owner's Title Policy in accordance with this Agreement. The Parties shall further execute and deliver at the Closing a closing statement memorializing the Closing, any applicable closing agreements, and any other affidavits and/or documents that the Title Agency, Seller, and/or Buyer may reasonably require. Seller shall pay the cost of the Commitment and Title Policy, any real property transfer taxes due upon recording the warranty deed, and any recording fees necessary to deliver good, marketable title free from any and all liens. Buyer shall pay the costs related to Buyer's inspection of the Property and the recording fees for the Warranty Deed. Each Party shall pay one half of the Title Agency's closing fee. Each Party shall pay the fees and expenses of its respective legal and other advisors.

12. Notices. Any notice under this Agreement shall be in writing by US mail, electronic mail, personal delivery, or by facsimile to the address or telephone number listed below.

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**Buyer:**

Samuel C. Eyde  
4660 S. Hagadorn Road  
East Lansing, Michigan 48823  
Fax No.: (517) 351-3946  
Email: Eyde@eyde.com

With a copy to:  
Kenneth U. Lucas  
Kenneth U. Lucas, PC  
200 Woodland Pass  
East Lansing, Michigan 48823  
Fax No.: (517) 351-2307  
Email: KULucas@comcast.net

**Seller:**

City of East Lansing  
Attn: George Lahanas, City Manager
13. Remedies.

(a) In the event Seller fails in a material way to perform or breaches any of its representations or warranties or any covenants to be performed by Seller under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the Deposit. Buyer waives all other remedies.

(b) If Buyer defaults in its performance of any term, covenant, condition, or obligation under this Agreement, including any obligation of Buyer to purchase the Property, other than any duty to indemnify Seller or any duty that survives Closing, Seller shall be entitled to terminate this Agreement and to receive the Deposit. Seller waives all other remedies.

14. Amendment and Waiver. This Agreement may only be modified, waived, or discharged in writing signed by the Party or Parties to be bound.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan without reference to its conflict of law provisions. It is binding on the Parties and their respective successors and assigns. The paragraph headings in this Agreement are included solely for convenience. This Agreement may be executed in any number of counterparts, and signatures hereto may be in original, facsimile, electronic, or PDF format, and each counterpart and signature shall be deemed an original and all such counterparts and signatures together shall constitute one and the same Agreement. This Agreement contains all the representations by each Party to the other and expresses the entire understanding between the Parties with respect to the Property. All prior communications concerning the subject matter are merged in or replaced by this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Date specified above.

BUYER: Samuel C. Eyde and Dominic Luberto, or an Entity to be formed by them.

By: ____________________________
Samuel C. Eyde
Date: 4-15-16

SELLER:
City of East Lansing

By: ____________________________
George Lahanas
Its: City Manager
Date: 4-28-16
SELLER/BUYER AGENCY DISCLOSURE

Parcel of land between Mission Road and Park Lake Road, owned by the City of East Lansing

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should, from the outset, understand who the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business relationship with the real estate agent and the Seller or Buyer.

Duties of Seller's Agent

A real estate agent who has listed a Seller's property for sale acts as the agent for the Seller only, and has a fiduciary duty of loyalty to the Seller. In practical terms, the Seller has hired the agent to sell their property and that agent should attempt to obtain the most favorable price and terms. Although the Seller's agent has the fiduciary duty to the Seller, the Seller's agent is, by law, responsible to all prospective Buyers to treat them fairly and honestly, and with good faith. A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations: (To the Seller) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; [(To the Buyer and the Seller)] (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the property that are not known to, or within the diligent attention and observation of the parties.

Duties of Buyer's Agent

A real estate agent can, with a Buyer's written consent, direct how the Buyer will be marketed, thereby directing the agent to or acting for the Buyer only. As an agent working on behalf of the Buyer, the agent has a fiduciary duty of loyalty to the Buyer. In practical terms, that means the Buyer's agent is charged with the Buyer's best interests in the transaction, including obtaining the best terms for the Buyer at the most favorable price and terms. A real estate agent can, with a Buyer's written consent, direct the Seller to act as agent for the Buyer only. In these situations, the Seller is not the Seller's agent, even if by agreement the agent may receive a commission from the Seller. An agent acting only for the Buyer has the following affirmative obligations: (To the Buyer) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; [(To the Buyer and the Seller)] (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the value of property that are not known to, or within the diligent attention and observation of the parties.

Duties of Agent Representing Both Seller and Buyer

A real estate agent, either acting directly or through one or more associate licensees, may legally be the agent for both the Seller and Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In such a situation, the agent has the following affirmative obligations to both the Seller and the Buyer: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller and the Buyer; (b) Other duties to the Seller and the Buyer as stated above in their respective sections. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

Duties of Seller and Buyer

The above duties of real estate agents in a real estate transaction do not relieve a Seller or Buyer from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to ensure that you adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

Confirmation of Agency Disclosure

At the signing of this agreement, the following agency relationship is hereby confirmed for the transaction. Martin Commercial Properties, Inc., a Michigan Corporation d/b/a CBRE|MARTIN is the agent of the Buyer and the Seller has previously entered into a relationship with regard to any property, tenant or property owner that may bring a mutually agreeable time. The Agent reserves the right to cancel this Agreement, unless the express written consent both of parties is required.

Acknowledgment

I/We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

SELLER:
By: ____________________________ Date: __________ Time: __________ AM/PM
Print: ____________________________
City Manager

BUYER:
By: ____________________________ Date: __________ Time: __________ AM/PM
Print: ____________________________
_______________________
_______________________

AGENT:
By: ____________________________ Date: __________ Time: __________ AM/PM
Print: ____________________________
Senior Managing Director
REAL ESTATE PURCHASE AGREEMENT OFFER

This Real Estate Purchase Agreement Offer ("Agreement") is made April 18, 2016, by the City of East Lansing, c/o George Littman, City Manager, 410 Abbot Road, East Lansing, Michigan, 48823 ("Seller") to Samuel C. Eyde and Dominque Luberto, or an entity to be formed by them, with a mailing address of 4660 S. Hagadorn Road, Suite 100, East Lansing, Michigan, 48823 ("Buyer"). Buyer and Seller are each a "Party" and together the "Parties."

Subject to the contingencies set forth herein, Seller agrees as follows:

1. Property, Purchase Price, Deposit, and Payment. Seller agrees to sell the Property, situated on Merrill Road, East Lansing, Michigan consisting of approximately 6.42 acres together with all existing buildings and improvements on the property including all systems, facilities, fixtures, equipment, and improvements thereon and all privileges, rights, easements, hereditaments, and appurtenances thereunto, and further described as parcel D on Exhibit A attached hereto (the "Property") at a price of Eight Hundred Fifty Thousand and no/100 Dollars ($850,000) (the "Purchase Price"), plus or minus pro-rations and commissions, under the terms set forth in this Agreement. Within five (5) business days of the Buyer's acceptance of this offer and the East Lansing City Council's subsequent approval of the contract in conformity with the requirements of the Open Meetings Act (the Effective Date), Buyer shall deposit Five Thousand and no/100 Dollars ($5,000.00) with the Title Agency as a Deposit. The Deposit shall be applied to the Purchase Price at Closing or refunded to Buyer or retained by Seller according to the terms of this Agreement. The Purchase Price shall be paid in cash at Closing. The Property is being acquired for the development of a multi-tenant retail/mixed use project to be determined by Buyer, and prior to Closing the Property must satisfy Buyer's intended use.

2. Title Insurance. Within thirty (30) days of the Buyers failure to notify Seller of the rejection of the property pursuant to paragraph 4 of this agreement, Seller shall provide to Buyer a commitment for an American Land Title Association Title Policy ("Title Policy") along with copies of all supporting documents affecting title to the Property ("Commitment") from a title agency mutually acceptable to Buyer and Seller ("Title Agency"). At Closing the Title Agency shall issue the Title Policy to Buyer, which shall be without standard exceptions, and shall include full-extended coverage, an access endorsement, a survey endorsement, a contingency endorsement, and a tax parcel endorsement. Any lien against the Property shall be removed by Seller at or before Closing. Title conveyed at Closing shall be free simple by warranty deed without exceptions and in a condition acceptable to Buyer in Buyer's sole discretion ("Warranty Deed"). The charges for title insurance and endorsements shall be paid by Seller. State and county transfer taxes due, if any, upon recording of the Warranty Deed shall be paid by Seller.

3. Seller Documents. Within thirty (30) days of the Effective Date, Seller shall provide to Buyer any and all information and documents related to the Property in Seller's possession, custody, or control ("Documents"), including, but not limited to any and all (a) environmental, geotechnical, soils and hazardous material reports, and engineering studies, (b) all documentation related to any Brownfield applications and/or credits, (c) surveys, topographical maps, reports, studies and analyses, (d) appraisals, and (f) correspondence or litigation related to the Property.
4. **Inspection Period, Indemnification and Hold Harmless of Seller.** The Closing of this Agreement is contingent upon Buyer's satisfaction with Buyer's inspection of the Property. Upon the delivery to Buyer by Seller of the Commitment and the Documents described above, Buyer shall have ninety (90) days to perform its inspection of the Property, unless further extended in accordance with the terms hereof (the "Inspection Period"). The Inspection Period may be extended by written request from the Buyer and approval of the Seller. During the Inspection Period, Buyer shall determine if the purchase of the Property is feasible for Buyer's intended use in Buyer's sole and absolute discretion. Buyer may obtain such tests, studies, surveys, and inspections of the Property as Buyer deems appropriate, and Seller hereby grants Buyer and Buyer's agents the right to enter upon the Property to and conduct such tests, studies, surveys, and inspections, at Buyer's expense and at times convenient to Seller. Buyer, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, and all of its elected and appointed officers, agents, servants, and employees from any and all claims or threats of claims, damages, losses, expenses, liability, and suits including reasonable attorney fees and other costs of defense arising out of Buyer, or anyone acting on behalf of Buyer, being on the property. This obligation survives the termination of this agreement. After the Effective Date and until Closing, Seller shall use and operate the Property in a manner consistent with Seller's practice immediately prior to the Effective Date. During the Inspection Period, Seller shall cooperate with Buyer in arranging inspections. Buyer shall give Seller notice of Buyer's acceptance or rejection of the Property before expiration of the Inspection Period (including any extension). If Buyer gives notice of rejection of the Property and a request for return of the Deposit, then without the necessity of further documentation, this Agreement shall be deemed terminated and the Deposit shall be refunded to Buyer. The Parties acknowledge that Buyer has incurred substantial costs in executing this Agreement and inspecting the Property, and would not have entered into this Agreement without the availability of the Inspection Period. Therefore, the Parties agree that consideration exists to support the termination provisions of this Agreement either before or at the expiration of the Inspection Period.

5. **Risk of Loss, Damage or Destruction.** Between the Effective Date and Closing, the risks and obligations of ownership, unless otherwise specified herein, and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller.

6. **Assignment.** Buyer may assign or transfer its interest in this Agreement in Buyer's discretion.

7. **Brokerage.** Seller has no listing agreement with any Broker. Buyer has a buyer's agency agreement with Martin Commercial Properties, Inc., a Michigan corporation d/b/a CBRE Martin (Buyer's Broker). Seller and Buyer agree to each pay 50% of the real estate commission due to CBRE on the sale of the Property. The total real estate commission due and owing under buyer's agency agreement is 5% of the total sale price. This obligation shall survive the termination of this agreement but is contingent on the sale of the property and shall only become due and payable upon the actual closing of the sale of the property. A failure to close on the sale of the property voids any commission due and owing to buyer's agent under buyer's agency agreement.

8. **Representations and Warranties of Parties.**

(a) Seller represents to Buyer that, to the best of Seller's knowledge, without any specific investigation:
(i) Seller, upon approval by the East Lansing City Council, possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. All Closing documents executed by Seller will constitute valid and binding instruments enforceable in accordance with their terms. Except as described herein, no consent of any other party is required for the performance by Seller of its obligations hereunder or under the Closing documents.

(ii) No suit, action, arbitration, or legal, administrative, or other proceeding is pending or has been threatened against the Property or against the Seller with respect to the Property. No proceedings under federal or state bankruptcy or insolvency laws have been commenced against Seller which have not been terminated; no general assignment for the benefit of creditors has been made by Seller; and no trustee or receiver of Seller's interest in the Property has been appointed.

(iii) Seller is the fee owner of the Property, and as of Closing, no other party has any interest in the Property or right to purchase the Property or any portion thereof. Seller has not entered into any other agreement for the purchase, sale, or transfer of the Property or any interest therein.

(iv) Seller has paid or will pay at Closing, any local, state, federal taxes and special assessments attributable to the period prior to Closing which, if not paid, could constitute a lien on the Property, or for which Buyer may be held liable after Closing.

(v) Seller has not received any notice nor has any knowledge that any governmental authority, or any employee or agent thereof, considers the operation, use or ownership of the Property to violate or have violated any fire, zoning, health, building code or other ordinance, law or regulation or order of any government or any agency, body or subdivision thereof, or that any investigation has been commenced, or is contemplated, regarding such possible violation. Seller has not received notice of any pending or threatened proceeding in eminent domain or otherwise which would affect the Property, or any portion thereof.

(vi) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA").

(vii) The execution and delivery of this Agreement and the consummation of the transactions will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument, to which Seller is a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Seller.

(viii) Seller is unaware of any existing or pending claim of liability on Seller under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or in any other federal, state or local law, order or regulation governing hazardous substances, as such laws, orders or regulations may be amended from time to time (collectively, "Hazardous Waste Laws") with respect to the Property.
(ix) No portion of the Property is subject to a lease or any other right of occupancy of any third party except those rights pursuant to any easements over the Property.

(x) Except as otherwise permitted herein, during the period commencing on the Effective Date and ending on the earlier of the Closing Date or termination of this Agreement, (a) Seller shall not enter into any agreement or other contract affecting or relating to the Property that will survive the Closing; (b) Seller shall not transfer any of the Property or create, permit or suffer to exist on any of the Property any liens, mortgages or security interests that will survive Closing; (c) Seller shall maintain the Property in the same manner in which Seller is maintaining the Property as of the Effective Date; and (d) Seller will not market the Property and will not enter into any agreement to sell the Property to any other party.

(xi) Seller shall promptly notify Buyer in writing of any event or occurrence which would cause any of Seller's representations and warranties set forth in this Agreement to cease to be true, correct, or accurate in any manner.

(xii) Seller agrees that it shall not access, cultivate, harvest, or otherwise attempt to access the oil, gas, or mineral rights reserved to Seller without the prior written consent of Buyer. In no event shall Seller's cultivation, harvesting, or access to the oil, gas, or mineral rights interfere or disrupt Buyer's use, access, or enjoyment of the Property.

(b) Buyer represents to Seller that:

(i) Buyer possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. The persons executing this Agreement on behalf of Buyer have full power and authority to bind Buyer, and upon execution and delivery of the same, all Closing documents executed by Buyer will constitute valid and binding instruments enforceable in accordance with their terms.

(ii) There is no claim, action, suit or proceeding pending or, to the knowledge of Buyer, threatened against, by or otherwise affecting Buyer, which could materially impair Buyer's ability to perform its obligations under this Agreement.

9. Conditions Precedent to Closing.

(a) Buyer's and Seller's obligation to close hereunder shall be expressly conditioned upon the occurrence or fulfillment of each of the following conditions on or prior to the Closing Date (as hereinafter defined):

(i) All of the representations by Buyer and Seller set forth in this Agreement shall be true and correct at and as of the Closing Date in all material respects.

(ii) Buyer and Seller shall have performed, in all material respects, all
11. Closing and Possession. Closing shall take place on or before the earlier of sixty (60) days after the end of the Inspection Period or such other earlier date mutually agreed to by the Parties. Closing shall take place at the Title Agency at a time the Parties hereto mutually agree. All documents and instruments required for the Closing shall be delivered to the Title Agency at or prior to the time of Closing. Possession of the Property shall be tendered by Seller to Buyer at Closing. On or prior to the Closing Date, Seller shall deliver to Title Agency (i) the duly executed Warranty Deed; (ii) a duly executed owner’s affidavit in customary form, and (iii) such other documents which are consistent with this Agreement as may be reasonably required by the Title Agency to enable such Title Agency to issue the Owner’s Title Policy in accordance with this Agreement. On or prior to the Closing Date, Buyer shall deliver to Title Agency (i) the Purchase Price and (ii) such other documents which are consistent with this Agreement as may be reasonably required by the Title Agency to enable such Title Agency to issue the Owner’s Title Policy in accordance with this Agreement. The Parties shall further execute and deliver at the Closing a closing statement memorializing the Closing, any applicable closing agreements, and any other affidavits and/or documents that the Title Agency, Seller, and/or Buyer may reasonably require. Seller shall pay the cost of the Commitment and Title Policy, any real property transfer taxes due upon recording the warranty deed, and any recording fees necessary to deliver good, marketable title free from any and all liens. Buyer shall pay the costs related to Buyer’s inspection of the Property and the recording fees for the Warranty Deed. Each Party shall pay one half of the Title Agency’s closing fee. Each Party shall pay the fees and expenses of its respective legal and other advisors.

12. Notices. Any notice under this Agreement shall be in writing by U.S. mail, electronic mail, personal delivery, or by facsimile to the address or telephone number listed below.

Buyer: Samuel C. Eyde
4660 S. Hagadorn Road
East Lansing, Michigan 48823
Fax No.: (517) 351-3946
Email: Eyde@eyde.com

With a copy to:
Kenneth U. Lucas
Kenneth U. Lucas, PC
200 Woodland Pass
East Lansing, Michigan 48823
Fax No.: (517) 351-2307
Email: KULucas@comcast.net

Seller: City of East Lansing
Attn: George Lahnas, City Manager
13. Remedies.

(a) In the event Seller fails in a material way to perform or breaches any of its representations or warranties or any covenants to be performed by Seller under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the Deposit. Buyer waives all other remedies.

(b) If Buyer defaults in its performance of any term, covenant, condition, or obligation under this Agreement, including any obligation of Buyer to purchase the Property, other than any duty to indemnify Seller or any duty that survives Closing, Seller shall be entitled to terminate this Agreement and to receive the Deposit. Seller waives all other remedies.

14. Amendment and Waiver. This Agreement may only be modified, waived, or discharged in writing signed by the Party or Parties to be bound.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan without reference to its conflict of law provisions. It is binding on the Parties and their respective successors and assigns. The paragraph headings in this Agreement are included solely for convenience. This Agreement may be executed in any number of counterparts, and signatures hereto may be in original, facsimile, electronic, or PDF format, and each counterpart and signature shall be deemed an original and all such counterparts and signatures together shall constitute one and the same Agreement. This Agreement contains all the representations by each Party to the other and expresses the entire understanding between the Parties with respect to the Property. All prior communications concerning the subject matter are merged in or replaced by this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Date specified above.

BUYER: Samuel C. Eyde and Dominic Luberto, or an Entity to be formed by them.

By: __________________________
Samuel C. Eyde
Date: 4-15-16

SELLER:
City of East Lansing

By: __________________________
George Lahanas
Its: City Manager
Date: 4-28-16
SELLER/BUYER AGENCY DISCLOSURE

Parcels of land between Wentworth Road and Park Lakes Road, owned by the City of East Lansing

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should, from the outset, understand who the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business relationship with the real estate agent and the Seller or Buyer.

Duties of Seller's Agent

A real estate agent who has listed a Seller's property for sale acts as the agent for the Seller only and has a fiduciary duty of loyalty to the Seller. In practical terms, the Seller has hired the agent to sell their property and that agent should attempt to obtain for the Seller the most favorable sale price and terms. Although the Seller's agent has the fiduciary duty to the Seller, that agent is, by law, responsible to all prospective Buyers to treat them with honesty, fair dealing, and with good faith. A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations: (To the Seller) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller; (To the Buyer and the Seller) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the property that are not known to, or within the diligent attention and observation of, the parties.

Duties of Buyer's Agent

A real estate agent can, with a Buyer's written consent, deal as an agent for both the Buyer only. As agent working on behalf of the Buyer, the agent has a fiduciary duty of loyalty to the Buyer. In practical terms, that means the Buyer's agent is concerned with the Buyer's best interests in the transaction, including attempting to obtain for the Buyer the most favorable sale price and terms. A real estate agent can, with a Buyer's written consent, deal as an agent for both the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive a commission from the Seller. An agent acting only for the Buyer has the following affirmative obligations: (To the Buyer) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer; (To the Buyer and the Seller) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the value of property that are not known to, or within the diligent attention and observation of the parties.

Duties of Agent Representing Both Seller and Buyer

A real estate agent, either acting directly or through one or more associate licensees, may legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller and the Buyer; (b) Other duties of the Seller and the Buyer as stated above in their respective sections. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

Duties of Seller and Buyer

The above duties of real estate agents in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to render good licenses judgment in protecting their respective interests. You should carefully read all agreements to ensure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

Confirmation of Agency Disclaimers

At the signing of this agreement, the following agency disclaimers are hereby confirmed for this transaction. Martin Commercial Properties, Inc., a Michigan Corporation, dba CBRE/Martin is the agent of the Buyer. Seller's agent has previously entered into a relationship with Seller to any property, tenant or property owner that may affect a contract of interest. Agent reserves the right to cancel this Agreement, unless the express written consent of both parties is received.

Acknowledgement

I/we acknowledge/accept a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

SELLER:

By: ____________________________ Date: ____________ Time: ________ AM/PM
Print: ____________________________
Ills: ____________________________

BUYER:

By: ____________________________ Date: ____________ Time: ________ AM/PM
Print: ____________________________
Ills: ____________________________

AGENT:

By: ____________________________ Date: ____________ Time: ________ AM/PM
Print: ____________________________
Ills: ____________________________
INTERNET REAL ESTATE AUCTION EMPLOYMENT AGREEMENT

This agreement made and entered into on December 5, 2018, between LASTBIDrealestate.com Inc., a Miedema Company, hereinafter referred to as "Auctioneer," and City of East Lansing of 410 Abbot Rd. East Lansing, MI 48823 hereinafter referred to as "Seller".

1) Employment of Auctioneer. Seller hereby employs Auctioneer to sell at public auction the real estate set forth herein or in the schedule of property which has been or will be executed by the parties and which is incorporated into and made part of this agreement by this reference.

Permanent Parcel Number: 33-20-02-08-200-007 ("Real Estate").

Auction Date:

2) Acceptance of Auctioneer. Auctioneer accepts such employment and agrees to use the efforts Auctioneer deems to be best in bringing about a sale of the Real Estate at auction in accordance with the provisions of this agreement.

3) Auctioneer's Compensation.

A) Seller shall pay to Auctioneer as compensation for services to be rendered herein in accordance with the Fee Schedule in Attachment - A of this agreement. Auctioneer will charge a "Buyer Premium" of ten percent (10%), (minimum Buyer Premium of $1,000) to the high bidder, in addition to, and above their bid price. This Buyer Premium will be retained by Auctioneer as his commission. No Agency relationship shall be established with the high bidder through the charging of the "Buyer Premium".

B) In addition, whether or not the Real Estate is sold by Auctioneer at Auction, Seller agrees to reimburse Auctioneer all expenses incurred and/or advanced by Auctioneer in connection with said sale, including but not limited to expenses incurred and/or advanced for marketing, cleanup, soil evaluations, survey, and all other disbursements incidental and necessary to prepare and finalize the Auction sale, including attorney fees. Detailed expenses shall be furnished by Auctioneer to Seller in the final audit. Auctioneer is entitled to any advertising discounts or other discounts that may be given. Marketing expenses to be charged in accordance with the Fee Schedule in Attachment - A of this agreement. These expenses will be due regardless of whether or not the Real Estate is sold at the auction. Marketing fee waived for this property, owner to approve any expenses.

4) A three percent (3%) Co-op commission will be offered to any licensed real estate broker who properly registers a buyer who successfully closes on the Real Estate. This co-op commission will be paid at closing by Auctioneer.

5) Condition of Sale. Auctioneer shall conduct the sale in accordance with the Terms of Sale, as specified by Auctioneer.

6) Hazardous Materials. Seller shall also assume ALL risk and all liability which may arise from the failure of the Real Estate to comply with any Federal, State, or Local law, statute or regulatory agency regulations and requirements, including but not limited to requirements relating to hazardous materials, contaminated soil, and environmental pollutants. Seller shall pay all direct and indirect costs for the cleanup and removal of contaminated soil, hazardous materials, and environmental pollutants. Such costs shall also include any fines or penalties which may be levied due to the violation of any of the aforementioned laws or regulations. Seller agrees that, should Auctioneer obtain any environmental reports or filings relating to the Real Estate, Seller Authorizes Auctioneer to share such information with any prospective buyer of the Real Estate.

7) Agency. It is agreed that Auctioneer is being employed by Seller as the agent of Seller. This agreement shall constitute an exclusive right to sell listing expiring 30 days after the auction, unless extended by mutual agreement. Seller agrees to terminate any current listing agreements with other licensed real estate brokers effective as of the date of this agreement at Seller’s sole cost and obligation.
8) Non-discrimination. The parties acknowledge that discrimination on the part of a real estate broker, real estate licensee, seller or lessor because of religion, race, color, national origin, age, sex, marital status, height, weight, physical or mental disability, or familial status is prohibited by law.

9) General Terms and Conditions.

A) Seller assumes ALL risk of loss to the Real Estate. Auctioneer will not be held responsible for fire, theft, vandalism, or any other loss. It is Seller's responsibility, at his sole expense, to keep the Real Estate insured and to provide the Auctioneer with proof of insurance. Further, Seller agrees to indemnify and hold Auctioneer harmless from any lost, cost, damage, or expense (including reasonable Attorneys fees) arising from or relating to: (1) any claim made against Auctioneer, its officers employees, or agents, for injury, damage, or loss occurring while the claimant is on the auction site premises; (2) any claims relating to the physical condition or attributes of the Real Estate; (3) Seller's breach of any covenant, representation, or warranty in this agreement or any other agreement between Seller and Auctioneer; or (4) any dispute as to entitlement of sale proceeds.

B) Seller warrants by his/her signature below that Seller owns the Real Estate, subject to no other co-ownership interests or claims, and that Seller has full authority to sell the Real Estate herein and that Seller warrants that the Real Estate is in compliance with local, state and federal laws and regulations.

C) Seller warrants and guarantees that title to the Real Estate is free and clear of liens and leases, with only those exceptions as is noted in writing in this contract. Seller further warrants that Seller will assume and hold Auctioneer harmless from any liability and to pay Auctioneer's attorney's fees which may arise from or relate to any claims of liens or defects in Seller's title to the Real Estate being sold.

List any liens and/or leases here:

D) Seller warrants and guarantees that there are no known hidden defects in the Real Estate, with any exceptions being noted in writing and directed to Auctioneer a minimum of three working days prior to the scheduled date of the Auction for disclosure to the buying public.

E) Seller agrees to sell the Real Estate with reserve. If the Real Estate sells subject to a reserve amount, that amount is: _______________. Seller understands that the Real Estate will not be sold for a gross sales price (before deduction of expenses and charges) less than the reserve amount and that all costs incurred under this agreement by the Auctioneer will be due regardless of whether the Real Estate is sold or not. Seller understands that Auctioneer will not guarantee any selling price. If Seller breaches the sales contract with a buyer and refuses to close on the sale of all or any portions of the Real Estate. Seller agrees that Auctioneer shall be entitled to the compensation described in Paragraph 3, included but not limited to the buyer premium commission described in paragraph 3(A). It is also agreed that if all or any portion of the Real Estate sells within 12 months after the Auction to a buyer who expressed interest in the Real Estate during the Auction marketing, then Auctioneer will be entitled to the commission as listed in Paragraph 3A.

F) Seller agrees to have deducted from the proceeds due him, any charges for mutually agreed upon work performed on the Real Estate by Auctioneer or Auctioneer's representative. Should the Real Estate not sell at Auction, Seller shall reimburse Auctioneer for all such work working 7 days of demand. If not timely paid, Seller agrees to pay 1.5% per month interest therefor.

G) Seller agrees to pay reasonable attorney fees incurred by Auctioneer, should said Auctioneer require the services of an attorney to enforce any term of this agreement or the sales agreement with the buyer of the Real Estate. All amounts due Auctioneer under this agreement shall be regarded as 'Improvements' to the real estate / property, within the meaning of MCLA 570.1104 (7).

H) Seller agrees to reimburse and hold Auctioneer harmless should said company/auctioneer be sued because of a breach of this agreement by Seller. In the event the purchaser is unable to complete the sale of all or any portion of the Real Estate, and Seller is entitled to retain the purchaser's down payment earnest money deposit, then such earnest money deposit will be divided evenly between Seller and Auctioneer without diminishing Auctioneer's compensation under Paragraph 3 under a subsequent sale.

I) It is agreed between the parties that venue for any lawsuit arising from this contract shall be Kent County, Michigan.

J) Seller understands that the terms of the Auction will cause Seller to be responsible at the closing for half of closing fees charged by the Title Company, any real estate taxes due prior to the Auction, real estate transfer taxes charged by the State of Michigan and local county, and the title insurance premiums for the issuance of a title insurance policy in the amount of the purchase price.

Exempt
K) Seller will execute a Warranty deed at closing.

10) Prior Disposal of Estate / Real Estate. Seller agrees not to sell or in any manner dispose of any of the Real Estate prior to Auction without the written consent of Auctioneer. If all or any portion of the Real Estate is sold or disposed of, the gross proceeds received by Seller shall be included in the gross proceeds of the Auction, for purposes of Auctioneer’s compensation under Paragraph 3.

11) Integration Clause. There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this contract. This contract contains the entire agreement between the parties and may not be amended or revised except in a writing signed and dated by both Seller and Auctioneer. Seller acknowledges that no oral representations or warranties have been made by Auctioneer or by any of Auctioneer’s agents or employees.

12) Termination. If Seller terminates or breaches this agreement, Auctioneer shall be entitled to recover from Seller all incidental, consequential and actual damages, all costs and expenses incurred, the compensation as set forth in Paragraph 3 of this agreement, plus reasonable attorney’s fees. If no sale price has been established at an auction, conducted in accordance with the provisions of this agreement, any compensation set forth in Paragraph 3 determined by the reference to the sales price shall be based on a sale price calculated by multiplying the Real Estates most recent State Equalized Value times two (SEVx2).

It is mutually agreed that this contract shall be binding and obligatory upon the undersigned, and their separate heirs, executors, assigns and successors in interest of the undersigned.

This agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed as original for all purposes, and all such counterparts shall, collectively, constitute one agreement; but, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart. Executed in multiple originals, as of the day and year first mentioned above.

**AUCTIONEER**

LASTBIDrealestate.com Inc. ____________________________
By: _______________________________________________
Title: _____________________________________________
_________________________________________________
_________________________________________________
_________________________________________________
_________________________________________________
Address: __________________________________________
_________________________________________________
Date: ________________

**SELLER**

Name: _____________________________________________
Signature: _________________________________________
Title: _____________________________________________
 ________________________________________________
Name: _____________________________________________
Signature: _________________________________________
Title: _____________________________________________
 ________________________________________________
Address: __________________________________________
 ________________________________________________
Date: ________________
**"Real Estate" LIST**

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<th>ADDRESS</th>
<th>MINIMUM BID AMOUNT (Enter 0 if No Reserve)</th>
<th>MARKETING FEE</th>
<th>PP#</th>
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<td>0</td>
<td>33-20-02-08-200-07</td>
<td></td>
</tr>
</tbody>
</table>

**In addition, other important financial/timing facts include the following:**

1. Deposit requirement of the successful bidder will be $5,000 or 10% of the high bid, whichever is greater, or in cases where the purchase price is less than $5,000, the full purchase price.
2. Buyer will have 2 business days to sign the buy/sell agreement and make their non-refundable deposit on the Real Estate.
3. Buyer will have up to 30 days to close on the balance of the Real Estate.
4. Taxes and assessments due prior to the auction will be paid by the seller, taxes and assessments due after the auction will be paid by the buyer.
5. Title insurance and transfer taxes are paid by the seller.
6. Title company closing costs are split evenly between buyer and seller. Usually about $175 each.
7. Usually schedule 2 public open for viewings on the Real Estate about 1-2 weeks prior to the auction.
Attached are the two bids I received, one from a Michigan-based company and another from a firm out of OK but with lots of national work. They both charge the buyers 10% of the price as their fee. With the MI firm also proposing a couple thousand $ in marketing charges to the City. The OK firm would also do on-site, the MI firm just online.

The key challenge for an auction is releasing due diligence info to prospective buyers, specifically the environmental analysis. The most recent info we have was not done by us, so we'd probably have to pay Eyde/Luberto for it. The older info was also done by others and out of date. I also received a revised offer from Eyde on Friday, they still want BRA support for all environmental.
George Lahanas - former DPW auction recommendation

From: Tim Dempsey
To: Lahanas, George
Date: 12/3/2018 5:01 PM
Subject: former DPW auction recommendation
Cc: Fehrenbach, Thomas
Attachments: Proposal: City of East Lansing November 2018; LASTBidRealestate.com auction proposal; prelim cost estimates.pdf

George,

Attached are the two bids I received for auctioneers, one from a Michigan-based company and another from a firm out of Oklahoma. They both charge the buyers 10% of the price as their fee, with the MI firm also proposing a couple thousand $ in marketing charges to the City. The OK firm would also do on-site, while the MI firm just online.

I would recommend we use the Michigan-based firm provided they agree to waive the marketing fees and expedite the timeframe in order to get this auction online sooner given the level of current interest. In addition, the most current environmental information was conducted and paid for by a private entity, so we do not have rights to distribute as part of marketing. However, as a public record in our possession, we would have to release if requested under FOIA.

As a reminder, the environmental estimate we received was over $3M for soil remediation based on what the prior purchasers (Eyde/Luberto) were planning to build (50K s.f. retail, 200K s.f. parking). I also attached that correspondence.

Tim
Fwd: RE: LASTBIDrealestate.com auction proposal

Tim Dempsey <tdempsey@cityofeastlansing.com>
Mon 12/10/2018 11:34 AM
To: Tom Yeadon

5 attachments (115 KB)

Tom,

Please see the attached contract proposal to auction the DPW site. There are a number of concerns from my perspective, it might be best for you and I to chat once you’ve had the opportunity to review.

Thanks,

Tim

>>> Jordan Miedema <jordan@1800lastbid.com> 12/5/2018 9:22 AM >>>

Tim,

Attached is the contract to auction off the property. Please look it over and let me know if you have any questions or concerns. Let me know what auction date you prefer. Also in paragraph 9E please fill out the bottom dollar you are willing to take on this property.

Thanks,

Jordan Miedema
President of Operations

From: Jordan Miedema
Sent: Friday, November 30, 2018 9:11 AM
To: ‘tdempsey@cityofeastlansing.com’ <tdempsey@cityofeastlansing.com>
Subject: LASTBIDrealestate.com auction proposal

Tim,

Attached is the proposal to sell the land on an online auction. Please look it over and let me know if you have any questions.
A few of the highlights:
We would charge a 10% Buyer premium. This is charged to the buyer on top of their high bid, no commission is taken from the seller. There would be a marketing cost to the city of $1250. This is broken down in the proposal.
We have over 450,000 registered bidders on our website and have been in business for 32 years. We have a full team ready to go to work for you. I have picked out a few proposed dates for the auction but am open to suggestions and can work around what works best for you.

Thanks for the opportunity to present this. Have a good weekend!

Jordan Miedema
President of Operations

601 Gordon Industrial Ct.
Byron Center, MI 49315
Email: jordan@1800lastbid.com
Cell: 616-460-8936
Office: 616-538-0367
Fax: 616-538-5230
Online Auction Proposal
Vacant Land in East Lansing

LAND for sale

Prepared for Tim Dempsey and The City of East Lansing

Prepared by:
Jordan Miedema
(616) 460-8936
jordan@1800lastbid.com

LASTBIDrealestate.com
a miedema company

601 Gordon Industrial Court
Byron Center, MI 49315
210 N. Grace St.
McBain, MI 49657
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ADVANTAGES OF A LASTBIDREALESTATE.COM AUCTION

- LASTBIDrealestate.com works hard to provide their clients with the greatest auction advantages possible. Our advantages include: Profitability, Fair and Competitive Bidding, Time, Terms, and Liability.

Profitability

- By selling your Real Estate at auction, you can receive cash quickly and lower your holding costs such as interest, taxes, etc., thereby making you more profitable. Many unique homes, like yours, when sold at auction and placed in a competitive bidding scenario could bring more than you were hoping for!

- Auctions give you the opportunity to have your property sell for more than you would ever have asked! The LASTBIDrealestate.com marketing method works for you by generating more buyers and higher prices.

Fair and Competitive Bidding

- Auctions provide competitive bidding with many potential buyers instead of just one.

Time

- An auction allows you to choose the date you will sell your real estate rather than waiting a long period of time for a “good” offer.

Terms

- An auction allows you to determine the terms. Negotiations are virtually eliminated, except for the final price, and the sale is sure to go through because all the terms are already decided in a way that most benefits you, the seller.

Liability

- The auction after sale liability is greatly reduced. Property typically sell “AS IS, WHERE IS, with all faults”. Through a planned inspection and proper information, the seller has much less worry.

The LASTBIDrealestate.com Auction Advantage

- LASTBIDrealestate.com incorporates the latest technology into our services to ensure that our service to our clients is “cutting edge” so that we can provide you with the best results possible. We have a broad geographical base and the ability to reach buyers around the world. Our corporate office is located in Byron Center, Michigan with four other locations in Wayland, Flint, and McBain, Michigan. We have satellite offices in Ohio and around the country.
PROPERTY EVALUATION

- Property Address: Vacant Land in East Lansing
- Parcel Number: 33-20-02-08-200-007
- Property Description: Vacant Land in East Lansing owned by the city. Possibility of medical marijuana buyers. The city has interested parties who submitted offers.
## ONLINE REAL ESTATE AUCTION PROCESS

### TIME LINE

### 6 weeks Pre-Auction
- Interview potential client to determine if property has auction potential.
- View Property, determine selling features, target market, approximate value.
- Determine commissions, marketing plan, reserves if applicable, seller expectations.
- Employment agreement signed.
- Marketing funds and keys received from seller.
- Determine auction terms.

### 4-6 weeks Pre-Auction
- Order Preliminary Title Commitment and address any issues.
- Seller disclosure forms filled out as necessary (agency disclosure, sellers disclosure, lead based paint disclosure, etc.).
- Order survey if necessary.
- Review environmental reports, rental agreements, condo documents, easements, etc. if necessary.
- Publish property information info on website including: purchase agreement, title commitment, property zoning, disclosure forms, surveys, pictures.

### Marketing Process

### 4 weeks Pre-Auction
- Erect sign, print and mail brochure, initial email blasts, website postings.

### 1-2 weeks Pre-Auction
- Conduct open for viewings, second email blast, newspaper ads.

### Conduct Auction

### 1 day Post-Auction
- Receive buyer signatures on purchase agreement and collect deposit in escrow.

### 1-3 days Post Auction
- Receive seller approval and signatures on purchase agreement.

### 1 week Post Auction
- Forward info to title company for closing.

### 1-4 weeks Post Auction
- Coordinate closing documents with buyer, seller, title company, and banks, schedule, and close via title company.
MARKETING PLAN

We create a specific plan for every auction we conduct. This means that you get a plan that is tailored to the needs of your property, maximizing exposure to the proper prospective buyers. This plan ensures the seller receives the highest dollar return with the least amount of expense. We complete this task by utilizing different mediums to inform buyers of your auction and ensure the perfect audience needed to sell your property.

International, National and Regional Target Markets

• We market your auction to a regional, national and international audience. It takes one buyer from afar to drive up prices!

Internet Marketing

• Our specialty. We are always seeking out new ways to promote our auctions, and update our website for a clean, crisp, easily navigated experience.

Auction Webpage

• Your auction will get the spotlight it deserves – its own page on our website, 1800lastbid.com and LASTBIDrealestate.com. This page will contain all the details a potential buyer will need such as auction name, date, time, and location as well as a property description, full color photos, auction brochure, detailed listing of parcel info, map, pre-registry opportunities, a phone number to call, and more!

Online Bidding

• All bidding will be done online. Online bidding adds flexibility to the auction – people can bid from the comfort of their home or office. In order to be consistent with our goal to reach every potential bidder, this gives us the opportunity to have the most participation possible on your property.

Search Engine Optimization

• SEO ensures that people will find your auction when searching online. We constantly strive to improve the visibility of our webpage on search results. The more frequently a site shows up on a search, the more inclined people are to click on it. We have a strong online presence, bringing more people to our website and more bidders to your auction webpage!

Social Networking

• Facebook, Twitter, Instagram, Pinterest, the list goes on. Everyone has gone “social” and so have we! We update hundreds of followers about your auction.

Email Blasts

• 33 years is a good amount of time. We have been compiling bidder information for a long time! Each one of those bidders who elect to receive our email updates will be notified of your auction.

Brochures

• Professional designed, high impact, full color, and award-winning brochures are crafted especially for your property. These beautiful brochures include photographs, parcel information and auction details needed to spike a buyer’s interest.
• These brochures are direct-mailed to our database of potential buyers as well as names from our Hoover’s database. They are also distributed at our live auctions and in our 4 office locations. This brochure is converted into a PDF and uploaded to our website as well. It doesn’t stop there – if someone heard about the auction but didn’t get a brochure, they can call in and we will mail one directly.

LASTBIDrealestate.com
a miedema company
MARKETING PLAN

Online Classified Listings
- Your property will be advertised on many websites, either free or paid. We have a large database of websites and many premium memberships to choose from that will increase SEO and bring your real estate in front of the eyes of searchers!

Newspapers
- We will place effective newspaper ads in your area. Our contracts with many major newspapers give us a steep discount, which we pass on to the seller.

Personal Contact
- Customers who call to request more information on your property will be greeted by a real person; we don't have automated voices on our end of the phone. The auction manager will happily answer any questions.

Pre-Bids
- Pre-bids can be placed on the website prior to the auction, but will not be visible until auction day.

Telemarketing
- In addition to targeting buyers by mail, we will also call them! We will personally make calls to relevant businesses and people to invite them to your auction.

Signs
- We place large, full color signs at your property for advanced exposure and word of mouth advertising.

Media
- We will send out a news release to our media contacts in order to get your auction even more exposure.

Company Mail List
- We have been diligently collecting a list of names, addresses, and phone numbers for the past 33 years. These buyers and end users are specifically categorized for easy reference. We have over 190 different classifications of buyers from which we can choose to send a brochure.

Hoover's
- We have a contract with Dun & Bradstreet, which allows us to access names around the world. Searches can be conducted by business type, business location, income and more. We utilize this tool in conjunction with our mail lists to target the maximum potential buyer list.

Pitney Bowes Connect Right Mailer and Printer
- Addresses are printed on brochures in house with the help of Smart Mailer and our printer. Smart Mailer sorts and verifies all addresses with the U.S. Postal Service National Address Database. This eliminates incorrect addresses and returned mail. The Smart Mailer prints a zip+4 on each piece, eliminating the need for hand sorting at the Post Office. All this is done to speed up the delivery of your brochure.

Marketing Updates
- When you sign your contract with LASTBIDrealestate.com, you are guaranteed to be “kept in the loop.” We will send you marketing updates on the progress and effectiveness of your marketing campaign.
SPECIALIZED ADVERTISING CAMPAIGN

- **Proposed Marketing Budget: $1,250**

- **Brochure Cost: $250**
  Large 11x17 full color brochure; designed, printed, tabbed, presorted, postage and mailed to: Miedema’s list of previous bidders and buyers from the last 35 years who have intended our auctions, as well as purchasing lists from Hoovers (D&B) with a search criteria of business owners, investors, local realtors, medical marijuana companies in Michigan and more.

- **Social Media Cost: $500**
  Large Boosted Post targeting owners, CEO’s, COO’s, Partners, Doctors, Dentists, Lawyers, etc. in the Traverse City, Grand Rapids, Kalamazoo, St. Joe, Detroit and Chicago areas on Facebook, Instagram, and Twitter.

- **Signs Cost: $200**
  (1) 4’x4’ Full Color, 2 sided signs will be ordered and placed in two separate areas on your property to gain the most exposure from the lake and the road.

- **Internet Listings Cost: $250**
  Posted on Auctionzip.com, globalauctionguide.com, the listingwidget.com, propertyauction.com, northernmichigan.com, lakehouse.com, West Michigan MLS, realtor.com, homes.com, vflyer (which syndicates to Trulia, Zillow, Yahoo homes, and more), craigslist.com.

- **Email Blasts Cost: $50**
  Two separate email blasts to approximately 20,000 customers who have signed up for our email blasts.
RESPONSIBILITIES

Seller Responsibilities

- Pre-Auction
  - Provide auctioneer with details regarding the property.
  - Look over contract/sign contract employing LASTBIDrealestate.com
  - Pay marketing investment fee.
  - Review preliminary title work and help take care of any possible issues.
  - Look over marketing material for auction campaign.

- Auction Day
  - Be available to answer emails and phone calls.

- Post Auction Day
  - Sign buy/sell agreement.
  - Schedule closing with title company.
  - Collect payment.

Auctioneer Responsibilities

- Pre-Auction
  - Take pictures and write descriptions.
  - Order preliminary title work.
  - Send seller disclosures.
  - Sign placement.
  - Create brochure.
  - Internet advertising.
  - Place newspaper and print publication advertisements.
  - Create website page.
  - Create buy/sell agreement.
  - Answer potential bidders phone calls, texts and emails.
  - Marketing updates to seller (three times).

- Auction Day
  - Call parties who have expressed interest.
  - Monitor auction activity.
  - Communicating with the seller in giving regular updates.

- Post Auction Day
  - Coordinate signatures from seller and buyer on the buy/sell agreement.
  - Update title company.
  - Collect buyers deposit.
  - Coordinate closing with the buyer and seller.
  - Settlement with seller.
COMPENSATION

▶ Proposed Auction Date:
  ▶ December 25 or 26 or January 8, 2019 or another mutually agreed upon date.

▶ Commission Options:
  ▶ We recommend to charge a 10% buyers premium. A buyers premium is charged to the buyer on top of their high bid. No commission is taken from the seller.

▶ Marketing Investment: $1250
  ▶ Paid for by the seller.

▶ The whole LASTBIDrealestate.com team is dedicated to making your auction a success!
NET PROCEEDS SETTLEMENT
Final accounting and settlement for the Real Estate will be held within 30 days and at the closing. The closing will be held at a local title company.

- By selling all your property at auction you will be able to know the date of the sale and this will eliminate all the hassles of private negotiation.

- A professionally conducted auction will spotlight your property above any other on the market. Potential bidders all focus on your property and the competitive bidding an auction generates will benefit your property’s selling price. Your property will be sold in a timely manner on the date you choose, rather than suffering through a potentially long conventional listing and marketing period. Auction generates action!

- Thank you for the opportunity to present this proposal and we look forward to working closely with you on your auction!

Our rapidly expanding database currently consists of over 450,000 registered bidders, so simply listing your property on our website can generate even more exposure than putting them in the center of a packed Bristol Motor Speedway (capacity of 160,000).
REAL ESTATE CREDENTIALS
LASTBIDrealestate.com

► A full time professional auction company conducting auctions throughout the United States. Several professional auctioneers and licensed real estate brokers and agents on staff as well as over 80 trained auction personnel. The largest auction company in Michigan with decades of experience in traditional live auctions and pioneers in online auctions.

► Honors graduates from Michigan State University, Grand Valley State University, University of Michigan, Calvin College, Aquinas College, Davenport University, Ferris State University and also the World Wide College of Auctioneering (Iowa), Reppert School of Auctioneering, Mendenhall School of Auctioneering (North Carolina) and Missouri Auction School.

► Several of our staff have been and are currently elected to the Board of Directors of the Michigan Auctioneers Association and have served as President of the MSAA for several terms.

► Members of our team have earned CAI (Certified Auctioneers Institute) and AARE (Accredited Auctioneer of Real Estate designations), which are the highest professional designations recognized by the National Auctioneers Association.

► Award Winning Advertisers. Winning more state and national Advertising Excellence Awards than any other auction company in Michigan. We have also won the 2002, 2005, and 2007 Michigan “Auction of the Year” marketing awards.

► Award Winning Auctioneers. We have the 1995, 2002 and 2005 Michigan Auctioneer champions on staff, including auctioneers who have been rated as among the top 15 in the nation on multiple occasions.

► Bonded as required by the U.S. Bankruptcy Court, Western and Eastern District of Michigan and on the Approved Auctioneers List of Major Banks and Financial Institutions across the country.

► Our staff regularly attend meetings, seminars and training sessions to continue our education and stay abreast of the latest trends and laws.

MEMBERS OF:

• NAA – National Auctioneers Association
• CAI – Certified Auctioneers Institute
• ASA – American Society of Appraisers
• GRAR – Grand Rapids Association of Realtors
• NAR – National Association of Realtors
• CARWM – Commercial Association of Realtors West Michigan
• PMAWM – Property Management Association of West Michigan
• MSAA – Michigan State Auctioneers Association
• ISA – International Society of Appraisers
• RMA – Risk Management Association
• RPOA – Rental Property Owners Association.
• MAR – Michigan Association of Realtors
• Many other fine associations.
LASTBIDrealestate.com WEBSITE STATISTICS

- LASTBIDrealestate.com has sold over 1,000 properties throughout the state of Michigan and the United States.
- Our database consists of over 450,000 registered online auction bidders.
- Our websites exceed 10 million page views per month.
- Bidders from over 165 countries around the world have viewed our sites.
- Over 300,000 unique visitors view our website monthly.

LASTBIDrealestate.com Properties Auctioned Map
SUPPORT MATERIALS

Brochure

Rare opportunity to buy Gull Lake Frontage!

By Order of Barry County Circuit Court
AUCTION: WEDNESDAY, APRIL 26 AT 3 PM
Auction held at the property
187' of Frontage, 6.6 Acres, Home and Barn on Beautiful Gull Lake!
15094 Northwood Lane, Hickory Corners, MI

6.6 Acres • 187' Lake Frontage!
Located on a private paved road.
Nice beach with a sandy lake bottom.
Horse Barn / Workshop, Old Tennis Court, Green Garage, Potato Cellar, Pump House for Sprinkler
Property is mostly open with some trees by the barn, turning into all woods in front of the house
opening back up to a nice backyard.
Main floor of home has a kitchen area, living room and fireplace, den room, and a porch overlooking

Open Houses:
Saturday, April 8 11am-11:30 am
Monday, April 17 10am-11:30 am
Wednesday, April 26 (Auction Day) 1pm-3

Facebook Post

Wednesday, April 26th we are selling 6.6 Acres, Home and 187' of Frontage
on Beautiful Gull Lake in Hickory Corners, MI via a Live Auction via
MiedemaAuctions.com

This Parcel is 6.6 acres with 187' of frontage on the North Side of Gull Lake!
The property is located on a private paved road. The property features a nice
beach with a sandy lake bottom, old tennis court, horse barn, workshop,
garage, and potato cellar and at the back of the property is a pump
house for the sprinkler system. The home was built in 1960 and has 3
bedrooms and 3 bathrooms.

REAL ESTATE
AUCTION

187' Gull Lake Frontage

www.1800lastbid.com
1-800-LAST BID

LASTBID real estate
a miedema company

Signage

LASTBID real estate
a miedema company
Live Auction - Saturday, June 24 - 10AM (Auction held at the property)

Lakefront Cottage on Beautiful Big Star Lake

Auctioneer's Note: Harvey & Diana Irish have moved into a new home and therefore are selling this property on Big Star Lake. This will be an outstanding opportunity to purchase a waterfront property on popular Big Star Lake! Real Estate Auction will be held at 10AM and will only last 15-20 minutes, so please arrive on time.

**Internet Bidding** If you are unable to attend the live auction at the property, please call us to arrange for internet or call-in bidding. Call Donna at 1-800-527-8243.

This property features 108' of frontage with sandy beach on beautiful Big Star Lake!

Nice 2 bedroom, 2 bathroom home with recent remodeling including A/C, newer roof, siding, windows, etc. **Beautiful lake views**!

Approx. 1,290 sq. ft. home on .36 Acres

2 Stall Garage (Approx. 25 x30) with new siding & roof

Big Star Lake is a popular all sports lake, over 900 Acres in size. Good fishing and large lake for watersports & recreation!

Convenient location, approx. 80 miles from Grand Rapids!

SEV is $141,100 meaning, the Township valued the property at $282,200 for tax purposes.

Facebook Post

Lakefront Cottage on Big Star Lake For Sale! Saturday, June 24 we are selling a 1,290 sq foot cottage with 108' of frontage on Big Star Lake in Baldwin, MI via a Live Auction!

Featuring a 2 bedroom, 2 bathroom home on .36 acres with recent remodeling including A/C, newer roof, siding, windows & 2 stall garage. The auction will begin at 10 am! Visit us at MiedemaAuctioneering.com for more info!

Print Publication Advertisement

LASTBID real estate. a miedema company
Listen to what our past clients have to say

"In a word, you guys were outstanding...couldn't have done better with any other auction company in the United States."

Mr. Paul T. Joseph
Joseph & Associates, P.C.

"I don't know how things could have been done better."

Ms. Charon Wilson

"Every aspect of my dealings with Miedema has been very positive...I was very pleased with the Auction results and hope to do more business in the future."

Mr. Marty Lehman
Comerica Bank

"Your prompt response and willingness to take care of the details relieved me to do other things. You certainly delivered the people to the show!"

Mr. Ken Stienstra
United Bank

"It is very rare to deal with a company that is so professional and conscientious. I was very pleased with the Auction and your company."

Mr. Kenn Spencer

"Hey, you guys are the best! I appreciate everything you did to help us get back in the right direction."

Mr. Joseph Cordes

"Miedema conducted two auctions for us. They are good people to work with, and we came out better than expected. I give them a high recommendation."

Mr. David Armintrowt

"Tip top operation and everybody was great."

Mr. Kerry Spencer

"Exceptional!"

Mr. James A. Stibitz
Muskegon County Road Commission

"I've been in two Miedema auctions - both were very good. I was very pleased."

Mr. George Nobel II
601 GORDON INDUSTRIAL COURT,
BYRON CENTER, MI 49315
616-538-0367

- **MISSION:** HONORING THE LORD BY PROVIDING A VALUABLE SERVICE TO OUR CUSTOMERS IN THE SAME WAY WE WOULD WANT THAT SERVICE PROVIDED TO US.

- **VISION:** GROW A TRUSTED WORLDWIDE MARKETPLACE WHERE OUR BUYERS AND SELLERS ENJOY A WINNING EXPERIENCE.

- **VALUES:** BEING A FAITHFUL STEWARD OF ALL THAT IS ENTRUSTED TO US THROUGH HONESTY, INTEGRITY, AND EXCELLENCE.
INTERNET REAL ESTATE AUCTION EMPLOYMENT AGREEMENT

This agreement made and entered into on December 5, 2018, between LASTBIDrealestate.com Inc., a Miedema Company, hereinafter referred to as “Auctioneer”, and City of East Lansing of 410 Abbot Rd. East Lansing, MI 48823 hereinafter referred to as “Seller”.

1) Employment of Auctioneer. Seller hereby employs Auctioneer to sell at public auction the real estate set forth herein or in the schedule of property which has been or will be executed by the parties and which is incorporated into and made part of this agreement by this reference.

Permanent Parcel Number: 33-20-02-08-200-007 (“Real Estate”).

Auction Date:

2) Acceptance of Auctioneer. Auctioneer accepts such employment and agrees to use the efforts Auctioneer deems to be best in bringing about a sale of the Real Estate at auction in accordance with the provisions of this agreement.

3) Auctioneer’s Compensation.

A) Seller shall pay to Auctioneer as compensation for services to be rendered herein in accordance with the Fee Schedule in Attachment - A of this agreement. Auctioneer will charge a "Buyer Premium" of ten percent (10%), (minimum Buyer Premium of $1,000) to the high bidder, in addition to, and above their bid price. This Buyer Premium will be retained by Auctioneer as his commission. No Agency relationship shall be established with the high bidder through the charging of the "Buyer Premium".

B) In addition, whether or not the Real Estate is sold by Auctioneer at Auction, Seller agrees to reimburse Auctioneer all expenses incurred and/or advanced by Auctioneer in connection with said sale, including but not limited to expenses incurred and/or advanced for marketing, cleanup, soil evaluations, survey, and all other disbursements incidental and necessary to prepare and finalize the Auction sale, including attorney fees. Detailed expenses shall be furnished by Auctioneer to Seller in the final audit. Auctioneer is entitled to any advertising discounts or other discounts that may be given. Marketing expenses to be charged in accordance with the Fee Schedule in Attachment – A of this agreement. These expenses will be due regardless of whether or not the Real Estate is sold at the auction. Marketing fee waived for this property, owner to approve any expenses.

4) A three percent (3%) Co-op commission will be offered to any licensed real estate broker who properly registers a buyer who successfully closes on the Real Estate. This co-op commission will be paid at closing by Auctioneer.

5) Condition of Sale. Auctioneer shall conduct the sale in accordance with the Terms of Sale, as specified by Auctioneer.

6) Hazardous Materials. Seller shall also assume ALL risk and all liability which may arise from the failure of the Real Estate to comply with any Federal, State, or Local law, statute or regulatory agency regulations and requirements, including but not limited to requirements relating to hazardous materials, contaminated soil, and environmental pollutants. Seller shall pay all direct and indirect costs for the cleanup and removal of contaminated soil, hazardous materials, and environmental pollutants. Such costs shall also include any fines or penalties which may be levied due to the violation of any of the aforementioned laws or regulations. Seller agrees that, should Auctioneer obtain any environmental reports or filings relating to the Real Estate, Seller Authorizes Auctioneer to share such information with any prospective buyer of the Real Estate.

7) Agency. It is agreed that Auctioneer is being employed by Seller as the agent of Seller. This agreement shall constitute an exclusive right to sell listing expiring 30 days after the auction, unless extended by mutual agreement. Seller agrees to terminate any current listing agreements with other licensed real estate brokers effective as of the date of this agreement at Seller’s sole cost and obligation.
8) **Non-discrimination.** The parties acknowledge that discrimination on the part of a real estate broker, real estate licensee, seller or lessor because of religion, race, color, national origin, age, sex, marital status, height, weight, physical or mental disability, or familial status is prohibited by law.

9) **General Terms and Conditions.**

A) Seller assumes ALL risk of loss to the Real Estate. Auctioneer will not be held responsible for fire, theft, vandalism, or any other loss. It is Seller's responsibility, at his sole expense, to keep the Real Estate insured and to provide the Auctioneer with proof of insurance. Further, Seller agrees to indemnify and hold Auctioneer harmless from any lost, cost, damage, or expense (including reasonable Attorney's fees) arising from or relating to: (1) any claim made against Auctioneer, its officers employees, or agents, for injury, damage, or loss occurring while the claimant is on the auction site premises; (2) any claims relating to the physical condition or attributes of the Real Estate; (3) Seller's breach of any covenant, representation, or warranty in this agreement or any other agreement between Seller and Auctioneer; or (4) any dispute as to entitlement of sale proceeds.

B) Seller warrants by his/her signature below that Seller owns the Real Estate, subject to no other co-ownership interests or claims, and that Seller has full authority to sell the Real Estate herein and that Seller warrants that the Real Estate is in compliance with local, state and federal laws and regulations.

C) Seller warrants and guarantees that title to the Real Estate is free and clear of liens and leases, with only those exceptions as is noted in writing in this contract. Seller further warrants that Seller will assume and hold Auctioneer harmless from any liability and to pay Auctioneer's attorney's fees which may arise from or relate to any claims of liens or defects in Seller's title to the Real Estate being sold.

List any liens and/or leases here:

D) Seller warrants and guarantees that there are no known hidden defects in the Real Estate, with any exceptions being noted in writing and directed to Auctioneer a minimum of three working days prior to the scheduled date of the Auction for disclosure to the buying public.

E) Seller agrees to sell the Real Estate with reserve. If the Real Estate sells subject to a reserve amount, that amount is: ________________. Seller understands that the Real Estate will not be sold for a gross sales price (before deduction of expenses and charges) less than the reserve amount and that all costs incurred under this agreement by the Auctioneer will be due regardless of whether the Real Estate is sold or not. Seller understands that Auctioneer will not guarantee any selling price. If Seller breaches the sales contract with a buyer and refuses to close on the sale of all or any portions of the Real Estate. Seller agrees that Auctioneer shall be entitled to the compensation described in Paragraph 3, included but not limited to the buyer premium commission described in paragraph 3(A). It is also agreed that if all or any portion of the Real Estate sells within 12 months after the Auction to a buyer who expressed interest in the Real Estate during the Auction marketing, then Auctioneer will be entitled to the commission as listed in Paragraph 3A.

F) Seller agrees to have deducted from the proceeds due him, any charges for mutually agreed upon work performed on the Real Estate by Auctioneer or Auctioneer's representative. Should the Real Estate not sell at Auction, Seller shall reimburse Auctioneer for all such work working 7 days of demand. If not timely paid, Seller agrees to pay 1.5% per month interest thereafter.

G) Seller agrees to pay reasonable attorney fees incurred by Auctioneer, should said Auctioneer require the services of an attorney to enforce any term of this agreement or the sales agreement with the buyer of the Real Estate. All amounts due Auctioneer under this agreement shall be regarded as "Improvements" to the real estate / property, within the meaning of MCLA 570.1104 (7).

H) Seller agrees to reimburse and hold Auctioneer harmless should said company/auctioneer be sued because of a breach of this agreement by Seller. In the event the purchaser is unable to complete the sale of all or any portion of the Real Estate, and Seller is entitled to retain the purchaser's down payment earnest money deposit, then such earnest money deposit will be divided evenly between Seller and Auctioneer without diminishing Auctioneer's compensation under Paragraph 3 under a subsequent sale.

I) It is agreed between the parties that venue for any lawsuit arising from this contract shall be Kent County, Michigan.

J) Seller understands that the terms of the Auction will cause Seller to be responsible at the closing for half of closing fees charged by the Title Company, any real estate taxes due prior to the Auction, real estate transfer taxes charged by the State of Michigan and local county, and the title insurance premiums for the issuance of a title insurance policy in the amount of the purchase price.
K) Seller will execute a Warranty deed at closing.

10) **Prior Disposal of Estate / Real Estate.** Seller agrees not to sell or in any manner dispose of any of the Real Estate prior to Auction without the written consent of Auctioneer. If all or any portion of the Real Estate is sold or disposed of, the gross proceeds received by Seller shall be included in the gross proceeds of the Auction, for purposes of Auctioneer’s compensation under Paragraph 3.

11) **Integration Clause.** There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this contract. This contract contains the entire agreement between the parties and may not be amended or revised except in a writing signed and dated by both Seller and Auctioneer. Seller acknowledges that no oral representations or warranties have been made by Auctioneer or by any of Auctioneer’s agents or employees.

12) **Termination.** If Seller terminates or breaches this agreement, Auctioneer shall be entitled to recover from Seller all incidental, consequential and actual damages, all costs and expenses incurred, the compensation as set forth in Paragraph 3 of this agreement, plus reasonable attorney’s fees. If no sale price has been established at an auction, conducted in accordance with the provisions of this agreement, any compensation set forth in Paragraph 3 determined by the reference to the sales price shall be based on a sale price calculated by multiplying the Real Estates most recent State Equalized Value times two (SEV x 2).

It is mutually agreed that this contract shall be binding and obligatory upon the undersigned, and their separate heirs, executors, assigns and successors in interest of the undersigned.

This agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed as original for all purposes, and all such counterparts shall, collectively, constitute one agreement; but, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart. Executed in multiple originals, as of the day and year first mentioned above.

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In addition, other important financial/timing facts include the following:

1. Deposit requirement of the successful bidder will be $5,000 or 10% of the high bid, whichever is greater, or in cases where the purchase price is less than $5,000, the full purchase price.
2. Buyer will have 2 business days to sign the buy/sell agreement and make their non-refundable deposit on the Real Estate.
3. Buyer will have up to 30 days to close on the balance of the Real Estate.
4. Taxes and assessments due prior to the auction will be paid by the seller, taxes and assessments due after the auction will be paid by the buyer.
5. Title insurance and transfer taxes are paid by the seller.
6. Title company closing costs are split evenly between buyer and seller. Usually about $175 each.
7. Usually schedule 2 public open for viewings on the Real Estate about 1-2 weeks prior to the auction.
Recent Auction Case Studies

City of Yonkers, NY
Simultaneous live and online auction events of both city owned & in Rem (tax) foreclosure properties. Convey via quit claim deed with no title insurance, buyer pays all closing costs. 130 properties sold to date.

U.S. Department of Agriculture, OK
More than 100 post-foreclosure asset sales for the USDA have been closed and funded since July of 2015. Properties are generally vacant residential homes with clear title.

Alabama Public Housing Finance Authority
Since 2016, we have provided disposition servies for foreclosure auction services, owned real estate and newly foreclosed properties under FHA/HUD rules to incentivize 3rd party sales.

City of Tulsa, OK
Surplus properties auctioned since 2010 have returned in excess of $3 million of valuable assets to the private sector, generating both direct & indirect revenue to the municipality.

Key Advantages of Williams & Williams Auctions:

- **ALL PROPERTY TYPES:** Auction brings market value and creates liquidity for city surplus properties, in rem properties and for residential, commercial and vacant land
- **EFFICIENT:** Time-definite - Sell and close in 65 days.
- **MAXIMIZE VALUE:** Public live and online auctions create competitive and transparent bidding process that maximizes prices while leveling the playing field for all bidders
- **GENERATE REVENUE:** Puts property back in non-exempt tax status
- **REDUCE EXPENSES:** Reduce cost of carry and liability burdens
- **STEWARDSHIP:** Reduce blight in neighborhoods and create opportunity for new development
- **COMPLIANCE:** Customizable non-negotiable sales terms and purchase documents ensure compliance
- **NO COST:** No upfront cost and no commission paid by municipality/seller
Auction Process

1. Municipality Identifies Potential Assets for Auction
   - Submits Properties to Williams & Williams (WW)
   - WW Conducts Auction Valuation (provides high, med, low value)
   - WW Recommends Reserve

2. Approval from Municipality
   - Listing Agreement Executed
   - Marketing Kick off (including any required legal notice in newspapers)
   - 30-35 Day Marketing Process

Vast Experience Working with Municipalities

We maximize offering results while providing a competitive, transparent, time-definite real estate disposition. Working with our local partner Liberty Capital Advisors LLC, we provide transaction advisory services that fit with the Municipality's disclosures, terms, best use, and asset optimization within the scope of auction, providing services that meet the Municipality's approval and other processes.

The Williams & Williams marketing campaign will provide outreach to a wide variety of bidder targets including:

- Owners of adjacent or adjoining parcels
- Builders and developers
- Individual and entity end-users
- Land investors
- Local and regional real estate licensees who may procure buyers

3. Live and Online Simultaneous Auction (held in ballroom or public library)
   - High Bidders Determined, Signs “as-is, where-is, no contingency” Contract and Submits Deposit to Escrow
   - Municipality Approves Contract
   - 30 Day Closing

$10 billion Global Sales Since 2009
- Over 100 years of auction experience on all types of assets
- Global sales exceeding $10 billion and thousands of properties in the last 8 years
- Robust valuation and performance evaluation analytics

Fontana Fitzwilson | EVP Commercial Sales | 918.362.6505 | fontana.fitzwilson@williamsauction.com
PROPERTY ANALYSIS

Price Action Determinants in a Competitive Bid Environment (Specifically for Properties in need of Remediation)

- Remediation requirements to source purchase opportunities for investors typically encumber the purchase process.
- Bidders and Developers Purchase Hierarchy is based on risk vs profitability (ROI) when dealing with remediation sites that are in need of "clean up" and/or re-use variances. Investors will heavily consider the risk associated with the purchase opportunity where the total cost of "clean up" as well as capital holding costs in one's determination of appropriate "buy price".
- Remediation of real estate development projects typically are cost extensive requiring higher costs (risk) for upfront capital improvements and longer carry as the property enters a 6 - 24 month revitalization cycle.
- Most developers will adjust their entry price for these time and cost extensive projects as they anticipate additional return on investment for the enhanced risk when compared to new construction or a new delivery project in the same market.
- The terms of sale can influence bidder motivation and risk appetite
- Investors and Developers enjoy the freedom of deciding the potential use and will naturally try to realize the highest and best use for the remediation opportunity.

Vacant Land Property Sales Volume by Buyer Type (E Lansing, MI Metro Area)

<table>
<thead>
<tr>
<th>Type</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Developers</td>
<td>7%</td>
</tr>
<tr>
<td>End User</td>
<td>2%</td>
</tr>
<tr>
<td>REIT</td>
<td>91%</td>
</tr>
</tbody>
</table>

Disclosure: This document is a Probable Price Opinion, designed to provide an expedited valuation estimate for the purposes of opening discussions with a prospective client. This report does not constitute an appraisal nor is it intended to represent an appraisal. If an appraisal is desired, user should consult a licensed appraiser. WW, WWM, and Affiliates make no representations or warranties whatsoever about accuracy, reliability, completeness or suitability of the content or data incorporated within this document for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damages) and costs which might be incurred in connection with or as a result of any reliance upon the content or data incorporated within this document in any way and for any reason.
## RECENT MARKET ACTIVITY

<table>
<thead>
<tr>
<th>#</th>
<th>Property Address</th>
<th>County</th>
<th>Closing Date</th>
<th>Land Description</th>
<th>Sale Price</th>
<th>Land Dimensions</th>
<th>Status</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Coolidge Rd @ Coleman Rd - Lot 7</td>
<td>Ingham</td>
<td>10/14/2018</td>
<td>1,48 AC (190,294 SF)</td>
<td>$46,115</td>
<td>45’x105’</td>
<td>Sold</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>11543 S Old Us-27</td>
<td>Ingham</td>
<td>06/29/2018</td>
<td>Land Area 1 AC (177,800 SF)</td>
<td>$54,000</td>
<td>Lot Dimensions</td>
<td>Sold</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>920 W Holmes Rd</td>
<td>Ingham</td>
<td>05/31/2018</td>
<td>85’x190’</td>
<td>$105,000</td>
<td>Lot Dimensions</td>
<td>Sold</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Chandler Rd - The Cottages Student Housing</td>
<td>Ingham</td>
<td>12/29/2017</td>
<td>1,28 AC (163,672 SF)</td>
<td>$261,000</td>
<td>Lot Dimensions</td>
<td>Sold</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Okemos Rd</td>
<td>Ingham</td>
<td>05/03/2018</td>
<td>2,42 AC (98,722 SF)</td>
<td>$173,249.58</td>
<td>Lot Dimensions</td>
<td>Sold</td>
<td>-</td>
</tr>
<tr>
<td>6</td>
<td>1900 Benjamin Dr - Multi-Property Sale (Part of Multi-Property)</td>
<td>Ingham</td>
<td>05/01/2018</td>
<td>2 AC (87,128 SF)</td>
<td>$210,000</td>
<td>Lot Dimensions</td>
<td>Sold</td>
<td>-</td>
</tr>
</tbody>
</table>

**FOR SALE**

- **12** Aerial Dr @ Hagadorn Rd - Commercial Lots Available in Fountain Pointe
  - Asking Price: $3,919,882
  - Land Dimensions: 114’x457.41’ (5.69 acres)
  - Days on Market: 78
  - Sale Status: Active
  - Sale Conditions: -

*11/30/2018*
RECENT MARKET ACTIVITY

Quick Stats Report

<table>
<thead>
<tr>
<th>Comps Statistics</th>
<th>Low</th>
<th>Average</th>
<th>Median</th>
<th>High</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price</td>
<td>$125,000</td>
<td>$798,527</td>
<td>$597,500</td>
<td>$3,519,062</td>
<td>34</td>
</tr>
<tr>
<td>Sold Transactions</td>
<td>$17,350</td>
<td>$981,701</td>
<td>$356,500</td>
<td>$5,500,000</td>
<td>10</td>
</tr>
<tr>
<td>Parcel Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Sale &amp; UC/Pending</td>
<td>2 AC</td>
<td>4.83 AC</td>
<td>3.35 AC</td>
<td>16.41 AC</td>
<td>34</td>
</tr>
<tr>
<td>Sold Transactions</td>
<td>2 AC</td>
<td>3.54 AC</td>
<td>2.45 AC</td>
<td>10.29 AC</td>
<td>10</td>
</tr>
<tr>
<td>Price per Acre</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Sale &amp; UC/Pending</td>
<td>$20,833</td>
<td>$165,168</td>
<td>$175,484</td>
<td>$456,750</td>
<td>34</td>
</tr>
<tr>
<td>Sold Transactions</td>
<td>$8,632</td>
<td>$277,004</td>
<td>$108,138</td>
<td>$2,312,883</td>
<td>10</td>
</tr>
<tr>
<td>Days on Market</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Sale &amp; UC/Pending</td>
<td>56</td>
<td>1,027</td>
<td>582</td>
<td>4,766</td>
<td>34</td>
</tr>
<tr>
<td>Sold Transactions</td>
<td>35</td>
<td>1,129</td>
<td>464</td>
<td>2,731</td>
<td>5</td>
</tr>
<tr>
<td>Sale Price to Asking Price Ratio</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sold Transactions</td>
<td>17.20%</td>
<td>103.14%</td>
<td>65.26%</td>
<td>226.97%</td>
<td>3</td>
</tr>
</tbody>
</table>

**Land Sales:**
Similar parcels of land in this market have been trading at $20,000 - $200,000 per parcel (See following slide) for parcels from 2.0 acres in size to 10.29 acres with most of these being below 2.5 acres in size (median of 2.45 Acres). Typically those parcels that are larger in size will experience a depreciated price rate above the median of 2.45 Acres as buyers may not appreciate every acre thereafter and prices may be volume discounted in line with these base land prices. So for properties that are larger in size, there will be an additional depreciated price paid for the additional land area. The median marketing time for land sales in the traditional marketplace is +/-500-1200 days months at 65.26% of last list price (source: Costar Analytics).
Due to the location, there will be interest from specific real estate professionals (typically investors) that purchase on margin to realize cash return for the associated incurred risk of the investment. These buyers can be described as land-bankers, investors, real estate agents, retail and office developers, real estate investment trusts or end users; where typically the base land value heavily influences the overall perception of value or one’s price as each property. Additional opportunity to develop or renovate existing building to the highest best use drives further price appreciation. Minimizing the restrictions and burden of the purchase decision will only increase the number of participants.

Given the location of the properties below and their overall similar location and condition, a suggested auction strategy would be to sell these either as a single site selling absolute (without Reserve minimum) Or with a disclosed reserve campaign (eg. Sells to the Highest Bidder Above $500,000). This strategy maximizes the competition for each property resulting in more aggressive bidding and resulting price action for each property while avoiding a volume discounted price.
PROBABLE PRICE ACTION

Buyers will be required to invest higher capital improvements to these properties due to their age and the fact that they may not be compliant with recent development requirements until environmental conditions are addressed, therefore combining the local and regional market and international market is highly recommended. The probable price for the property considering all factors of a time definite sale are anticipated to be from $500,000 - $1,500,000 depending on condition and any bidder restrictions.

11/30/2018
PORTFOLIO

City Of Yonkers NY Municipality, 6 Previous Ballroom Auctions
To date, 61 Properties in “in rem” foreclosure. City of Yonkers needed funds to meet fiscal responsibilities and chose auction as their disposition method. Properties are a mix of SFR, Commercial and Vacant Land. In the first two auction cycles, High Bids were triple the amount of expectations and repeatedly outperform expectations. Yonkers auctions continually bring record numbers of bidders, many of them repeat buyers. Ongoing relationship.

City of Tulsa Oklahoma Municipality
Former Fire Station containing 2,670sf on .22+/- acres. Uniqueness of property garnered significant local attention including local news and print. Auction brought 40 people onsite to the sale, 13 registered bidders online and a high bid of $135,000. Purchased by OSU Health Sciences Center to build and house a new crime lab.

City of Tulsa Downtown Office Building
Multi-Tenant office building ideally located adjacent convention center and a regional hospital. Five levels, including covered off-street parking, 10 requests for property information packets and 9 parties toured during a public inspection. 15 bidders registered on auction day. Closed in 30 days. Buyer converted to a thriving new hotel downtown.

City of Tulsa Former Fire Station
Former Fire Station containing 2,230 sf on .23+/- ac. Located on hard corner in a transitional neighborhood. Purchased by an investor who converted to a restaurant. Closed in 30 days.
PORTFOLIO

Halliburton
Working with broker partner JLL, sold 43 assets in 17 states comprised of Halliburton distribution centers and complexes, an assemblage of buildings, lots, and land, were auctioned in 2016. Auctions were conducted across the USA in 9 states. 100% acceptance. Properties closed within 27 days.

QuikTrip
After watching an auction close to a store location, QuikTrip executives engaged Williams & Williams to auction multiple surplus properties. The auctions successfully brought the highest market value. One property sold over last list price.

Rite-Aid Surplus Properties
Rite-Aid properties, auctioned in 14 states, included a Class A shopping center adjacent to the Las Vegas strip, income-producing buildings, land, residential and retail. A hugely successful sale.

Great Lakes Technology Center
At 700,000 square feet, the Great Lakes Technology Center was a unique marketing challenge. Recognizing the likelihood of attracting a single buyer, the property was marketed and successfully sold in 4 parcels.
PORTFOLIO

KeyBank Portfolios
Working with JLL, Williams & Williams sold multiple former KeyBank locations across the country in four separate waves. The properties, including highly-desirable buildings in upstate New York, auctioned over reserve.

Los Altos, CA Land
Los Altos, California is located just west of San Jose in well-known Silicon Valley, a white hot area home to hundreds of start-ups and global technology companies. Williams & Williams successfully marketed and auctioned a 9.36 acres of land in Los Altos for $5.3 million. Closed in 30 days

Pilot Thomas Portfolio
In cooperation with JLL, Williams & Williams successfully auctioned former Pilot Thomas sites and convenience stores located throughout the South.

Chicagoland Ballroom Auction
A large group of 19 homes, vacation condo-hotels, and land parcels sold in 4 separate groups at a single ballroom auction event held in Evanston, IL. Properties sold over reserve.
PORTFOLIO

Buford, WY: The Nation’s Smallest Town
With a population of 1, the auction of Buford, WY, the nation’s smallest town caught the attention of the world. Media outlets featured the story – CNN covered the auction live. The asset itself consisted of an income-producing convenience store, land, and buildings. Sold to an international buyer.

Colorado Commercial Portfolio
A large commercial portfolio of assets included retail, mixed-use, residential land & lots, and a 185 acre organic farm near Wellington, CO. Closed in 30 days.

Indian Springs Country Club
On 472 acres, the club features two 18-hole golf courses, 10 lighted tennis courts, Olympic-size swimming pool, and a 38,000 square foot clubhouse. The asset sold well over reserve.

Luxury Relais & Chateaux Resort
The 1,208 acre Glendorn Estate, made public as a Relais & Chateaux Resort in 1995, is located adjacent to the Allegheny National Forest near Bradford, Pennsylvania. The asset sold over reserve at $8.4 million.
PORTFOLIO

Nine Bar Ranch
A 3,900 acre property located in Hempstead, TX, and owned by the Cox family of the Cox media empire, the Nine Bar Ranch was a storied place in Texas history. It was one of the foremost breeders of Santa Gertrudis cattle.

Lockheed Martin Facility
A 2,800 acre property in Meridian, TX, this facility was developed as a Stealth Radar Range by Lockheed Martin in the 1980’s during the Reagan administrations.

Warriors Trail Farms
22 historical country properties, 30 minutes northeast of Bowling Green, KY, formerly owned by the Governor Louie B. Nunn, including 8 separate homes – featuring a spectacular 10,000sf Governor’s Mansion on a 12-acre hilltop estate.

L’Esprit
An internationally famous Arabian horse complex comprising 690 acres in LaGrange, KY, “L’Esprit” had entertained dignitaries from around the globe for over two decades.
CONCLUSION & SUMMARY
Optimized Solution for Bulk Pool and Real Estate Disposition

Proven Performance for Every Property Type
* We bring the market to the property
* Active competitive live bidding coupled with online bidding
* Accelerated disposition of property
* Auction specialist in every property type

Unparalleled Logistics
Multiple auction platforms - on location, online, mobile Sophisticated segmentation marketing with a global reach

Extensive Database
Development of one of the largest and most comprehensive auction sales and buyer databases in the country

Proven Platform and Performance
The competitive bid process generates multiple, non-contingent final bids from qualified bidders, through a proven platform delivering optimal value for all assets

Turn-Key Operations
* Proven time definite disposition method
* Scalable, efficient, turnkey operations to sell properties on a monthly basis, nationwide
* Auction velocity drives ROI every 60-90 days
* Global reach and bidder convenience
* Global event marketing brings full market value
* Experienced in distressed and negotiated asset acquisitions

Experienced and Professional Team
WWM brings more than propriety technology and systems; it also brings a dedicated and knowledgeable staff with years of experience in trading all real property asset classes

Best In-Class Auction Team
CONFIDENTIAL & PROPRIETARY
RELEVANT EXPERIENCE

Williams & Williams Marketing Services, Inc., (“Williams & Williams”) an Oklahoma corporation registered to do business in New Jersey, was formed in 1986 building on a five-generation legacy of trading real estate through auction dating back to 1906. Williams & Williams has auctioned more than 75,000 properties spanning every state, Washington, D.C., Puerto Rico and several international locations in the last 10 years alone. The addition of the Auction Network® brought live online coverage and simultaneous, real-time bidding online to the auction world, increasing our buyer and bidder audience. In 2014, Auction Network won People’s Telly Award for video production regarding the live auction event “Buford: The Auction of a One-Man Town.” The Auction Network® (auctionnetwork.com) provides live commentary for both live on-site auctions and for online-only auctions that span from 3-5 days, highlighting and discussing properties available during the relevant auction cycle. Today, included among our clients are several of the country’s largest banks and financial institutions, mortgage lenders and servicers, government entities, corporations and individual commercial and residential property owners from coast to coast.

Williams & Williams has a broad range of experience across multiple government entity types, including municipal, state, and federal level agencies across all property types that include surplus government buildings and properties forfeited or otherwise acquired through various legal processes. The company currently holds a General Services Administration Mass Award Contract. Four of the government sellers we have provided services to in the last three years demonstrate our experience and effectiveness in asset sales government sellers:

City of Tulsa, Oklahoma

Williams & Williams has held numerous live auction events with simultaneous online, real-time bidder participation through the Auction Network® for this municipality. The company conducted the auction of the former City Hall building that is now a popular, thriving hotel in downtown Tulsa. The City’s internal stakeholders prefer a live, on-site auction to increase transparency and generate greater media attention along with a sense of urgency for sale day – quite appropriate given the close proximity of all assets. Surplus property auctions have included surplus residential lots from right-of-way purchases or CDBG properties and, most recently, highly publicized auctions of surplus fire station buildings. Proceeds of surplus properties auctioned since 2010 have netted the City in excess of $1 million, in addition to returning valuable assets to the public sector and thus generating both direct and indirect revenue to the municipality. This seller has used live, absolute (without reserve) auction strategies extensively and conveys via a quit claim deed; title to all properties have been insured, without liens or restrictions since all title work and abstracts are updated prior to sale. Williams & Williams’ standard terms & conditions and contract for sale are minimally customized to accommodate the City’s conveyance type, property tax status, and to reflect that buyer pays all closing and settlement costs. Our contract was re-awarded in 2015.

United States Department of Agriculture (USDA- Rural Development-OK)

Our monthly auction cycles for the past three years have included post-foreclosure asset sales for USDA in Oklahoma, a federal government agency, resulting in more than 100 properties closed and funded since July of 2015. This seller utilizes the live on location auction method as a transparent disposition model. Assets auctioned for USDA-RD-OK are recently foreclosed and generally vacant residential homes with clear title. These auctions are customized to the regulatory requirements of the agency and include a terms of sale and purchase contracts customized to the agency’s requirements.
City of Yonkers, New York

Williams & Williams has held numerous live auction events with simultaneous online, real-time bidder participation through the Auction Network® for this municipality for both City owned and In Rem (tax) foreclosure properties. The City prefers a live, on-site auction to increase transparency among bidders. Properties have ranged from residential lots to commercial buildings. The seller uses a minimal reserve auction strategy to ensure a successful disposition of each property. These properties convey via a quit claim deed with no title insurance and Buyer pays all closing costs. Buyers must sign an affidavit guaranteeing they are in good standing with the City and have no outstanding debts, taxes or liens owed. The terms of sale and purchase contract are customized based on the property type. Williams & Williams’ relationship with the City of Yonkers is coordinated through Liberty Capital, an advisory real estate consultant to the City. Only Liberty Capital may serve as a reference for this contractual relationship.

Alabama Public Housing Finance

This state housing finance authority provides mortgage servicing to many other housing authorities throughout the United States. Since 2016, we have provided disposition services for the agency for foreclosure auction services, owned real estate, and newly foreclosed properties under FHA/HUD rules to incentivize third party sales. Each of these three property types requires a customized terms of sale and purchase contract in keeping with regulatory requirements. This seller utilizes both live on location and online auction strategies. Williams & Williams has provided monthly auction sales services for more than 300 properties for this seller.
CONFIDENTIAL & PROPRIETARY
REFERENCE CONTACT INFORMATION

City of Tulsa, Oklahoma- Services rendered information for this government seller is provided at tab C
Ms. Karl Fothergill, Community Development
T: 918-596-1899
E: kfothergill@cityoftulsa.org

USDA- Rural Development-OK- Services rendered information for this government seller is provided at tab C
Tommy Earls, Director
T: (405) 742-1000
E: tommy.earls@ok.usda.gov

City of Yonkers, New York- Services rendered information for this government seller is provided at tab C
Liberty Capital Advisors LLC
Frank Mahoney, Managing Member
T: 203-435-4806
E: franklibertycapital@gmail.com

Alabama Public Housing Finance Authority- Services rendered information for this government seller is provided at tab C
Angie Sexton, Loan Liquidation Technician-Servi-Solutions
T: 334-244-5851
E: ASexton@AHFA.COM
ASSISTANCE REQUIRED FROM CITY OF EAST LANSING

City of East Lansing personnel may be asked to assist with the following in the course of preparing for auction:

• Provide any definition of the property environmental conditions that may be present.
• Provide property identification and macro and micro-location as well as surrounding influences on property perception of price.
• Provide property details sufficient to identify the external, physical, and functional improvements of the property.
• Provide information necessary to ascertain specifics of current income generation.
• Review and approve all elements of the Contract for Sale of Real Estate at Auction including deed type conveyance, use, zoning, and any other specific terms of sale.

The above information and consultation with our auction valuation and strategy team will result in an auction analysis and plan that includes an agreed Reserve Price. The agreed upon Reserve is a ‘floor’ sales price established in advance that is the minimum price at which the seller will accept the bidder’s offer. Because auction includes no contingencies or other negotiable terms and the County has reviewed and approved the as-is, where-is purchase contract prior to auction, price is the only variable among bidders.

Typically, our government sellers obtain pre-approval of the Reserve Price by the governing board such that we can market the property with the least post auction approvals necessary. Limiting the necessity of post auction approvals may positively influence results by reassuring the bidders that the high bidder will have an expedient path to acceptance and closing.

The County may designate a specific escrow and title company prior to auction day that will be so designated in the agreed upon Contract for Sale. Williams & Williams may provide an escrow and title company in the absence of a specific designation. The County may also designate specific personnel to communicate with the Project Manager during the duration of the auction period. The Project Manager will be responsible for ensuring that any inquiries are directed towards the appropriate designated contacts.
LEAD CONTACT:
Fontana Fitzwilson, Executive Vice President, Sales
Fontana has been with Williams & Williams since 2006. Fontana spearheaded the effort to implement a full non-default auction service menu for commercial, farms and ranches, and residential properties that resulted in property listings in these categories exceeding $250 million since 2013, including government sellers such as the City of Yonkers NY and the City of Tulsa. Fontana has developed property pipelines with Fortune 100 companies, broker networks, and investor groups. She is a cum laude graduate of the University of Tulsa and is a licensed real estate broker.

MARKETING SUPPORT:
Cindy Does, Vice President of Marketing
Cindy oversees the marketing strategy of weekly auctions. She joined the company in 2002 and has executed marketing activities on more than 10,000 properties, including those on behalf of the U.S. Marshall’s service, the United States Department of Agriculture, and municipalities that include the City of Tulsa, City of Yonkers, City of Littlefield, TX, City of Pontiac, MI and City of Hinton, OK. Other government sellers include Alabama Housing Authority, Fannie Mae and Freddie Mac. She holds a Communications degree from Oklahoma State University and is a licensed real estate broker.

VALUATION AND STRATEGY CONSULTATION:
Brian Merzlock, Director of Auction Strategy
Brian is responsible for the valuation and assessment of potential real estate acquisitions, divestitures, and development of market sensitive auction strategy. This role includes experienced oversight providing and recognizing buyer and seller trends in each market to gain market advantages for single site or entire portfolios. Brian over 20 years of real estate experience from houses to high-rise acquisitions and divestments. Merzlock graduated summa cum laude from the University of Nevada Las Vegas, with his Master’s Degree in Architecture.

DIRECTLY ASSIGNED CLIENT RESOURCES FROM LISTING THROUGH CLOSING:
Danae Hill, Director of Project Management
Danae joined the company in 2013 and is responsible for managing all aspects of auction events for Commercial property from listing through auction day in addition to overseeing project management for individual home seller auctions. Her duties include acting as overall coordinator to ensure the timely completion of each element of the auction timeline for her assigned clients. Danae's assigned clients through repeated auction cycles include the City of Tulsa, the City of Yonkers and large corporate sellers. Danae is a licensed real estate agent and has 15 years of experience in listing and selling real estate with a previous focus in multi-family commercial listings. Danae is a graduate of Oklahoma State University.

Vicky Blackmon, Closing Manager
Vicky joined Williams & Williams in 2015, bringing ten years of management experience in the escrow, title, and foreclosure industries. Vicky oversees and manages the closing phase for CWCO, REO and Non-Default properties. This role includes coordinating the flow of information between the Buyer, Agent, Seller, Seller System, Attorney, and Title Company to bring properties to a successful and expedient conveyance to the high bidder.
CONFIDENTIAL & PROPRIETARY
BUSINESS PROCESS, QUALITY CONTROL, SUPERVISION

Upon award, the team assigned to the City of East Lansing sale, under the supervision of our New Jersey broker, shall include a dedicated Project Manager (PM) who will coordinate all aspects of the sale up to and through auction day. By coordinating all activities through the PM, including creating and deploying all marketing materials, the City can be assured that bidders will be directed to a thoroughly prepared, property specific internet website. The PM will coordinate a timeline with the following elements (may vary based on client specifications):

**45 days prior to auction day:** QC listing agreement and associated listing documents for proper forms and execution. Ensure that seller has reviewed and approved the Contract for Sale of Real Estate at auction and all terms & conditions, including whether bid deposits or letters of credit shall be required to register to bid; obtain broker approval on any necessary property disclosures; Select title company (if not specified by seller) and order preliminary title commitment in the event that title insurance will apply; otherwise, any necessary title searches or other deed related documents may be made available for bidder assurance based on seller’s specification. QC existing parcel maps, surveys and determine needs for legal description.

**40 days prior to auction day:** Vet marketing plan and schedule with marketing department; seek any necessary approvals of content and placement plan including prominent signage size and content for sale site / property location and placement of directional signs to the actual sale site, as allowed by law, to drive traffic to the auction site and auction information boxes posted at the property. Coordinate preparation of Williams & Williams / City of East Lansing micro-website to include all due diligence documents, terms, property description and other information as approved by designated seller contact. Schedule any additional input meetings as necessary.

**30 days prior to auction day:** Print advertising begins and continues weekly up to auction day in local and regional publications as agreed with seller; direct marketing to include 1,400 direct mail post cards to identified bidder targets. Interactive Banner ads and 3rd party website listings in internet sites as agreed to by seller. Ensure that open bid strategies have been reviewed with and agreed upon with the designated seller contact.

**21 days prior to auction day:** Email blast to rented contacts surrounding counties targeted and filtered to suit the property type. Email blast to WW database to continue weekly up to auction day, to approximately 15,000 contacts. PM to ensure that preliminary title commitment or deed related documents have been thoroughly reviewed and any issues addressed. Website hits and inquiries reported to designated seller contact.

**14 days prior to auction day:** Direct a sign check for all signs placed and authorize replacement if needed; Order two local flyer distributions to restaurants, convenience stores and targeted retailers in the area of the property.

11/30/2018
7 days prior to auction day: PM prepares final contracts for sale day, obtains necessary approvals for final as-is, where-is sale contract with any necessary state specific addenda to ensure that high bidder’s offer on sale day is firm with appropriate 10% down payment (or as otherwise agreed with seller). Review any necessary bidder registration requirements and contact bidders accordingly. Report web hits and bidder interest to designated seller contact. Ensure any pre-auction offers (if allowed) have been transmitted to seller for acceptance or rejection. Verify necessary open inspection personnel and dates. PM to complete the detailed review of the property, contracts, locations, and all other necessary information with the auction crew scheduled for the live sale.

3 days prior to auction day: If pre-auction offers are authorized for submission to seller, no further pre-auction offers accepted at 72 hours prior to auction unless otherwise requested by seller; PM performs final check on all aspects to ensure successful sale day.

Sale Day: Immediately following execution of contract by high bidder, PM receives and inspects executed high bidder offer and collected funds. PM reports results and other relevant information to seller contact.

Post-auction: PM delivers final high bidder offer contents to dedicated WVW closing manager. Closing manager (CM) creates contact list and facilitates seller acceptance and notice of closing to buyer ensuring that all parties and title company accomplish closing within 30 days of the acceptance of the contract by seller. CM updates all parties weekly and ensures proper handling of any barriers to closing including enforcement of high bidder default penalties or extension penalties as approved by seller. CM confirms final closing date and ensures broker approval of the final HUD/settlement statement. CM ensures that funds are properly disbursed to all parties.
PROPERTY ANALYSIS

Anticipating Market Price Action

Disclosure: This document is a Level 1 Probable Price Opinion, designed to provide an expeditious valuation estimate for the purpose of opening discussions with a prospective client. This report does not constitute an appraisal nor is it intended to represent an appraisal. If an appraisal is desired, please consult a licensed appraiser. WWW. WARM and Affiliates, make no representations or warranties whatsoever about accuracy, reliability, completeness or suitability of the content or data incorporated within this document for any particular purpose and disclaim all responsibility and all liability, (including without limitation liability in negligence) for all expenses, losses, damages, (including indirect or consequential damages) and costs which might be incurred in connection with or as a result of any reliance upon the contents of or data incorporated within this document in any way and for any reason.
BROKER PRICING ANALYSIS

Our professional real estate team can provide the seller/client with a broker's pricing analysis for the property parcels understanding all conditions of a time-definite sale. These studies are price opinions only and do not constitute an appraisal nor is it intended to represent an appraisal. The Property Analysis considers all conditions influencing the property price action as well as those macro-conditions that may influence bidder volume and price participation at auction. Understanding the marketplace and then offering the property in an acceptable and appealing way can drive additional interest and bidder participation in a time definite sale environment with the goal of maximizing value for our client.

Our team of professional real estate agents and brokers study the foregoing Marketplace Motives that serve as key components to determining the best possible pricing and reserve strategy in developing an acceptable Reserve Price at which the Client will approve a sale. The Reserve Price will take into account the Property specific terms, requirements, disclosures and restrictions as well as the auction and marketing costs to be advanced by the auction company.

Analyze The Property and Present Market Conditions

Develop Strategies to Maximize Auction Price Action

Increase Performance and Participation Results for Event

After Williams and Williams has acquired all due diligence, the analytic team assists the seller to determine all viable options with the goal of maximizing property price production and increase bidder volume at auction.

Williams and Williams Broker Analytic Team works closely with the latest market trends extracted from global analytic leaders to include time definite market considerations such as —

- Is the property (as partitioned) market ready?
- What is the absorption rate of this property type in the specific New Jersey market and What is the length of the exposure time in the marketplace (days on market)?
- How can the property offering change to align with the market demands?
- What auction strategies should be implemented to create competitive demand?

In identifying the maximally productive features of the property and implementing strategic auction sale methods to drive greatest competition to each property offering provides each parcel the opportunity to received full price discovery and an a maximally productive auction event.

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11/30/2018
STRATEGIES

- Develop a customized multi-channel, three-tiered marketing campaign with:
  - Communication messages that are relevant, and resonate with the potential buyers
  - Utilize auction platforms of on site or online bidding to allow the easiest point of access for bidders
  - Analyze pre-auction customer activity (inbound phone calls, web hits, interactive responses, property site visits, etc.) and realign marketing tactics as needed
  - Geo-Target to local, regional and national targets; expose to a global audience

BIDDER TARGETS

- Once all bidder targets are defined, the marketing plan will focus on reaching these and other defined targets:

  Bidder Targets Overall (Example)

  - Local Developers and Owners
  - Industrial Flex Developers
  - Adjacent Property Owners
  - Commercial Developers
  - Medical Marijuana Retailers and Growers
  - Restaurant, Hospitality and Retail Developers
  - Regional Developers/Owners
  - National Developers/Owners
  - High Net Worth Individuals
  - Top 10 Active Developers in State of Michigan
  - Land Buyers, REITs, Trusts, and Funds
  - End Users/ Individuals
  - Private Investors
  - Commercial Brokers/Agents
  - Investment Managers/Institutional Investors
MARKETING

Williams & Williams marketing uses a local-to-global approach across the full media spectrum.

**Signage** - On location & Directional

**Flyers** - Printed & Digital

**Direct Mail** - Postcards

**Traditional** - Print, Outdoor, Television & Radio

**Digital** - Zillow, Trulia, CoStar, LoopNet & Google SEA

**Social** - Facebook, Twitter, LinkedIn, YouTube, Other

**Email Blasts**

**Outbound Call Campaigns**

Williams & Williams has been recognized by the auction industry by receiving multiple awards including 2013 and 2016 NAA/USA TODAY Auction Marketing Campaign of the Year. Most recently, Williams & Williams has won two Telly Awards for excellence in television and video production.
AUCTION TIMELINE

Days 1-7
- Auction date scheduled
- Marketing campaign launched
- Auction signs distributed to property, other locations

Days 8-44
- Marketing campaign continues
- Property prepped for inspections
- Open public inspections are held

Day 45
- Auction Day / Auction Period initiates
- Bidders compete on location and/or online
- High bidder signs no-contingency contract
- High bidder makes 10% down payment
- Closing coordinated

Day 75
- Closing – Average days to close 28
REAL ESTATE AUCTION = BETTER PRICE DISCOVERY

The End-to-End Process

Since 2007, Williams & Williams has auctioned 75,000+ real estate assets
DUAL BIDDING STRATEGY
Expertly Choreographed Live Auction Event with Real-Time Online Bidding

Auctions are conducted live on location
&
Auctions are conducted simultaneously online with live bidding and live streaming video
INTERNATIONAL REACH

Bringing the World to Auction.

2017

10,330 newspaper ads
1.6 billion impressions
16.9 million website visits
15,789,318 emails
120 digital campaigns
45 million impressions
473,602 direct mail pieces
5.5 million impressions

Private Client Lists
Williams & Williams maintains a private database of hundreds of thousands of active real estate buyers located across the U.S. and around the world.

Bidders and buyers from over 200 countries and territories
STATE-OF-THE-ART WEBSITE

williamsauction.com

WW website is a state-of-the-art digital showcase featuring cinematic video, dynamic map search return, seller testimonials, ease-of-use navigation, and a portal to our new Luxury Group Auctions division.

16.9 million website visits in 2017
Source: Google Analytics

URL: williamsauction.com
INSTITUTIONAL CLIENTS

Default, Government & Bank-Owned Sales

Licensed and compliant in all 50 states, D.C., and Puerto Rico, clients include:

- HUD and USDA
- US Marshals Service
- Most large banks and servicers
- Many State Housing Authorities and cities

70,000+ assets sold the past 10 years for federal and state housing agencies, the nation’s largest banks and dozens of mortgage servicers.

REO, Short Sale, and CWCOT specialists
RETAIL CLIENTS

Retail Sales

- Corporations, surplus and relocation
- Brokerages, referrals and partnerships
- REITs and other investors
- Individuals, families, trusts and estates

Property types have included vacation compounds, golf courses, wineries, detention centers, aircraft facilities, airports, stadiums, large ranches, industrial plants, restaurants, hotels, surplus property portfolios, housing developments and thousands of individually-owned homes.

Recently Sold Portfolios

[Images of logos]
has auctioned $10 Billion+ in real estate over the last 10 years.

Williams & Williams is both the buy and sell side broker on 64% of our auctions (sell side only volume was $5.6 Billion.)

69,337 Single-Family Homes
1,101 Commercial & Multi-Family
2,972 Farm, Ranch & Land Properties
170 Luxury & Winery Properties
WILLIAMS & WILLIAMS

A Culture of Excellence since 1905
Over 100 years of real estate auction experience.

Over $10B auctioned in last 10 years
Profound knowledge base and volume in real estate sales

Licensed and operating in all 50 states

Scaled across all asset classes
- Farm, Ranch and Land
- Residential
- Luxury (one of a kind unique offerings)
- Commercial assets

Vast experience in working with Municipalities to maximize
offering results while providing a competitive transparent
time-definite real estate transaction. Transaction advisory
that fits with the counties disclosures, terms, best use, and
asset optimization within the scope of auction, providing
services that meet the County approval and other processes

Seasoned executive team
WWM is Williams, Williams & McKissick, the parent company of three businesses.

PREPARED FOR CITY OF EAST LANSING
NOVEMBER 2018
Tom Yeadon

From: Tim Dempsey [tdempse@cityofeastlansing.com]
Sent: Monday, December 10, 2018 11:35 AM
To: Tom Yeadon
Subject: Fwd: RE: LASTBIDrealestate.com auction proposal
Attachments: LBRE Employment Agreement-City of East Lansing.docx

Tom,

Please see the attached contract proposal to auction the DPW site. There are a number of concerns from my perspective, it might be best for you and I to chat once you've had the opportunity to review.

Thanks,

Tim

________________________________________________________________________________________

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>>> Jordan Miedema <jordan@1800lastbid.com> 12/5/2018 9:22 AM >>>

Tim,

Attached is the contract to auction off the property. Please look it over and let me know if you have any questions or concerns. Let me know what auction date you prefer. Also in paragraph 9E please fill out the bottom dollar you are willing to take on this property.

Thanks,

Jordan Miedema
President of Operations

LASTBIDrealestate.com
601 Gordon Industrial Ct.
Byron Center, MI 49315
Email: Jordan@1800lastbid.com
Cell: 616-460-8935
Office: 616-538-0367
Fax: 616-538-5230

MIEDEMA
Asset Management Group
A Miedema Company
Celebrating 30 Years in Business
From: Jordan Miedema  
Sent: Friday, November 30, 2018 9:11 AM  
To: 'tdempsey@cityofeastlansing.com' <tdempsey@cityofeastlansing.com>  
Subject: LASTBiDrealestate.com auction proposal

Tim,

Attached is the proposal to sell the land on an online auction. Please look it over and let me know if you have any questions.

A few of the highlights: We would charge a 10% Buyer premium. This is charged to the buyer on top of their high bid, no commission is taken from the seller. There would be a marketing cost to the city of $1250. This is broken down in the proposal. We have over 450,000 registered bidders on our website and have been in business for 32 years. We have a full team ready to go to work for you. I have picked out a few proposed dates for the auction but am open to suggestions and can work around what works best for you.

Thanks for the opportunity to present this. Have a good weekend!

Jordan Miedema  
President of Operations

LASTBiDrealestate.com  
a Miedema company

601 Gordon Industrial Ct.  
Byron Center, MI 49315  
Email: Jordan@1800lastbid.com  
Cell: 616-460-8936  
Office: 616-538-0367  
Fax: 616-538-5230

MIEDEMA  
Asset Management Group  
Celebrating 30 Years in Business
INTERNET REAL ESTATE AUCTION EMPLOYMENT AGREEMENT

This agreement made and entered into on December 5, 2018, between LASTBIDrealestate.com Inc., a Miedema Company, hereinafter referred to as "Auctioneer", and City of East Lansing of 410 Abbot Rd. East Lansing, MI 48823 hereinafter referred to as "Seller".

1) Employment of Auctioneer. Seller hereby employs Auctioneer to sell at public auction the real estate set forth herein or in the schedule of property which has been or will be executed by the parties and which is incorporated into and made part of this agreement by this reference.

   Permanent Parcel Number: 33-20-02-08-200-007 ("Real Estate").

   Auction Date:

2) Acceptance of Auctioneer. Auctioneer accepts such employment and agrees to use the efforts Auctioneer deems to be best in bringing about a sale of the Real Estate at auction in accordance with the provisions of this agreement.

3) Auctioneer's Compensation.

   A) Seller shall pay to Auctioneer as compensation for services to be rendered herein in accordance with the Fee Schedule in Attachment - A of this agreement. Auctioneer will charge a "Buyer Premium" of ten percent (10%), (minimum Buyer Premium of $1,000) to the high bidder, in addition to, and above their bid price. This Buyer Premium will be retained by Auctioneer as his commission. No Agency relationship shall be established with the high bidder through the charging of the "Buyer Premium".

   B) In addition, whether or not the Real Estate is sold by Auctioneer at Auction, Seller agrees to reimburse Auctioneer all expenses incurred and/or advanced by Auctioneer in connection with said sale, including but not limited to expenses incurred and/or advanced for marketing, cleanup, soil evaluations, survey, and all other disbursements incidental and necessary to prepare and finalize the Auction sale, including attorney fees. Detailed expenses shall be furnished by Auctioneer to Seller in the final audit. Auctioneer is entitled to any advertising discounts or other discounts that may be given. Marketing expenses to be charged in accordance with the Fee Schedule in Attachment – A of this agreement. These expenses will be due regardless of whether or not the Real Estate is sold at the auction. Marketing fee waived for this property, owner to approve any expenses.

4) A three percent (3%) Co-op commission will be offered to any licensed real estate broker who properly registers a buyer who successfully closes on the Real Estate. This co-op commission will be paid at closing by Auctioneer.

5) Condition of Sale. Auctioneer shall conduct the sale in accordance with the Terms of Sale, as specified by Auctioneer.

6) Hazardous Materials. Seller shall also assume ALL risk and all liability which may arise from the failure of the Real Estate to comply with any Federal, State, or Local law, statute or regulatory agency regulations and requirements, including but not limited to requirements relating to hazardous materials, contaminated soil, and environmental pollutants. Seller shall pay all direct and indirect costs for the cleanup and removal of contaminated soil, hazardous materials, and environmental pollutants. Such costs shall also include any fines or penalties which may be levied due to the violation of any of the aforementioned laws or regulations. Seller agrees that, should Auctioneer obtain any environmental reports or filings relating to the Real Estate, Seller Authorizes Auctioneer to share such information with any prospective buyer of the Real Estate.

7) Agency. It is agreed that Auctioneer is being employed by Seller as the agent of Seller. This agreement shall constitute an exclusive right to sell listing expiring 30 days after the auction, unless extended by mutual agreement. Seller agrees to terminate any current listing agreements with other licensed real estate brokers effective as of the date of this agreement at Seller’s sole cost and obligation.
8) **Non-discrimination.** The parties acknowledge that discrimination on the part of a real estate broker, real estate licensee, seller or lessor because of religion, race, color, national origin, age, sex, marital status, height, weight, physical or mental disability, or familial status is prohibited by law.

9) **General Terms and Conditions.**

   A) Seller assumes **ALL** risk of loss to the Real Estate. Auctioneer will not be held responsible for fire, theft, vandalism, or any other loss. It is Seller’s responsibility, at his sole expense, to keep the Real Estate insured and to provide the Auctioneer with proof of insurance. Further, Seller agrees to indemnify and hold Auctioneer harmless from any loss, cost, damage, or expense (including reasonable Attorneys fees) arising from or relating to: (1) any claim made against Auctioneer, its officers employees, or agents, for injury, damage, or loss occurring while the claimant is on the auction site premises; (2) any claims relating to the physical condition or attributes of the Real Estate; (3) Seller’s breach of any covenant, representation, or warranty in this agreement or any other agreement between Seller and Auctioneer; or (4) any dispute as to entitlement of sale proceeds.

   B) Seller warrants by his/her signature below that Seller owns the Real Estate, subject to no other co-ownership interests or claims, and that Seller has full authority to sell the Real Estate herein and that Seller warrants that the Real Estate is in compliance with local, state and federal laws and regulations.

   C) Seller warrants and guarantees that title to the Real Estate is free and clear of liens and leases, with only those exceptions as is noted in writing in this contract. Seller further warrants that Seller will assume and hold Auctioneer harmless from any liability and to pay Auctioneer’s attorney’s fees which may arise from or relate to any claims of liens or defects in Seller’s title to the Real Estate being sold.

   List any liens and/or leases here:

   __________________________________________

   ____________________________________________________________________________

   D) Seller warrants and guarantees that there are no known hidden defects in the Real Estate, with any exceptions being noted in writing and directed to Auctioneer a minimum of three working days prior to the scheduled date of the Auction for disclosure to the buying public.

   E) Seller agrees to sell the Real Estate with reserve. If the Real Estate sells subject to a reserve amount, that amount is: ____________________________. Seller understands that the Real Estate will not be sold for a gross sales price (before deduction of expenses and charges) less than the reserve amount and that all costs incurred under this agreement by the Auctioneer will be due regardless of whether the Real Estate is sold or not. Seller understands that Auctioneer will not guarantee any selling price. If Seller breaches the sales contract with a buyer and refuses to close on the sale of all or any portions of the Real Estate. Seller agrees that Auctioneer shall be entitled to the compensation described in Paragraph 3, included but not limited to the buyer premium commission described in paragraph 3(A). It is also agreed that if all or any portion of the Real Estate sells within 12 months after the Auction to a buyer who expressed interest in the Real Estate during the Auction marketing, then Auctioneer will be entitled to the commission as listed in Paragraph 3A.

   F) Seller agrees to have deducted from the proceeds due him, any charges for mutually agreed upon work performed on the Real Estate by Auctioneer or Auctioneer’s representative. Should the Real Estate not sell at Auction, Seller shall reimburse Auctioneer for all such work working 7 days of demand. If not timely paid, Seller agrees to pay 1.5% per month interest thereafter.

   G) Seller agrees to pay reasonable attorney fees incurred by Auctioneer, should said Auctioneer require the services of an attorney to enforce any term of this agreement or the sales agreement with the buyer of the Real Estate. All amounts due Auctioneer under this agreement shall be regarded as “Improvements” to the real estate / property, within the meaning of MCLA 570.1104 (7).

   H) Seller agrees to reimburse and hold Auctioneer harmless should said company/auctioneer be sued because of a breach of this agreement by Seller. In the event the purchaser is unable to complete the sale of all or any portion of the Real Estate, and Seller is entitled to retain the purchaser’s down payment earnest money deposit, then such earnest money deposit will be divided evenly between Seller and Auctioneer without diminishing Auctioneer’s compensation under Paragraph 3 under a subsequent sale.

   I) It is agreed between the parties that venue for any lawsuit arising from this contract shall be Kent County, Michigan.

   J) Seller understands that the terms of the Auction will cause Seller to be responsible at the closing for half of closing fees charged by the Title Company, any real estate taxes due prior to the Auction, real estate transfer taxes charged by the State of Michigan and local county, and the title insurance premiums for the issuance of a title insurance policy in the amount of the purchase price.
K) Seller will execute a Warranty deed at closing.

10) Prior Disposal of Estate / Real Estate. Seller agrees not to sell or in any manner dispose of any of the Real Estate prior to Auction without the written consent of Auctioneer. If all or any portion of the Real Estate is sold or disposed of, the gross proceeds received by Seller shall be included in the gross proceeds of the Auction, for purposes of Auctioneer’s compensation under Paragraph 3.

11) Integration Clause. There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this contract. This contract contains the entire agreement between the parties and may not be amended or revised except in a writing signed and dated by both Seller and Auctioneer. Seller acknowledges that no oral representations or warranties have been made by Auctioneer or by any of Auctioneer’s agents or employees.

12) Termination. If Seller terminates or breaches this agreement, Auctioneer shall be entitled to recover from Seller all incidental, consequential and actual damages, all costs and expenses incurred, the compensation as set forth in Paragraph 3 of this agreement, plus reasonable attorney’s fees. If no sale price has been established at an auction, conducted in accordance with the provisions of this agreement, any compensation set forth in Paragraph 3 determined by the reference to the sales price shall be based on a sale price calculated by multiplying the Real Estates most recent State Equalized Value times two (SEv×2).

It is mutually agreed that this contract shall be binding and obligatory upon the undersigned, and their separate heirs, executors, assigns and successors in interest of the undersigned.

This agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed as original for all purposes, and all such counterparts shall, collectively, constitute one agreement; but, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart. Executed in multiple originals, as of the day and year first mentioned above.

AUCTIONEER
LASTBIDrealestate.com Inc.________________________
By: ____________________________________________
Title: __________________________________________
________________________________________________
________________________________________________
________________________________________________
________________________________________________
________________________________________________
Address: _________________________________________
________________________________________________
Date: ________________

SELLER
Name: __________________________________________
Signature: ______________________________________
Title: __________________________________________
Name: __________________________________________
Signature: ______________________________________
Title: __________________________________________
Name: __________________________________________
Signature: ______________________________________
Title: __________________________________________
Address: _________________________________________
________________________________________________
________________________________________________
Date: ________________
In addition, other important financial/timing facts include the following:

1. Deposit requirement of the successful bidder will be $5,000 or 10% of the high bid, whichever is greater, or in cases where the purchase price is less than $5,000, the full purchase price.
2. Buyer will have 2 business days to sign the buy/sell agreement and make their non-refundable deposit on the Real Estate.
3. Buyer will have up to 30 days to close on the balance of the Real Estate.
4. Taxes and assessments due prior to the auction will be paid by the seller, taxes and assessments due after the auction will be paid by the buyer.
5. Title insurance and transfer taxes are paid by the seller.
6. Title company closing costs are split evenly between buyer and seller. Usually about $175 each.
7. Usually schedule 2 public open for viewings on the Real Estate about 1-2 weeks prior to the auction.
Tom Yeadon

From: Tim Dempsey [tdempse@cityofeastlansing.com]
Sent: Friday, January 04, 2019 4:37 PM
To: Tom Yeadon
Subject: former DPW auction
Attachments: Land Sale _ eBay.pdf

Tom,

As you may recall, rather than pay an auction house 10%, we’re going to use eBay to auction the property. That will still require entering into a purchase agreement with the winning bidder.

Would you mind reviewing the attached posting and let me know if any of my disclosures are troublesome, or if there are others you think we should add?

Thanks,

Tim

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Land Sale
City of East Lansing

Condition: -
Time left: 29d 23h 23, 435PM

Starting bid: US $950,000.00 [ 0 bids ]
Reserve not met

Place bid
Enter US $950,000.00 or more

Add to watch list

No returns Ships from United States

Shipping: Free Local Pickup | See details
Item location: East Lansing, Michigan, United States
Ships to: Local-pick-up only

Delivery: Varies
Payments: Other - See seller’s payment instructions

Description Shipping and payments

Seller assumes all responsibility for this listing.

Item specifics
State/Province: Michigan
Seller State of Residence: Michigan
City: East Lansing
Property Address: Merrill Rd. and Park Lake Rd.

Availability: For Sale
ZIP/Postal Code: 48823
Type: Land
Lot Size (acres): 6

City of East Lansing owned parcel at the corner of Merrill Road and Park Lake Road. The parcel is 6.42 acres in size and is the City's former Public Works storage yard (Parcel D on the boundary survey). The property is being offered in as-is condition. This site is zoned B-2 and is within the City's Medical Marihuana Provisioning Center overlay district. Existing environmental information can be obtained by submitting a Freedom of Information Act to the City Clerk's office.

PROPERTY SOLD IN AS-IS CONDITION. BUYER IS SOLELY RESPONSIBLE FOR ANY REMEDIATION COSTS, NO BROWNFIELD INCENTIVES WILL BE AVAILABLE.

SALE IS PENDING AN APPROVED BUY/SELL AGREEMENT TO BE NEGOTIATED WITH THE HIGHEST BIDDER. HIGHEST BID DOES NOT GUARANTEE SALE.

Additional information can be found at the links below:
Zoning Information: https://library.municode.com/mi/east_lansing/codes/code_of_ordinances?
nodeld=PTIICOOR_CH50ZO
Medical Manhuana Regulations: https://www.cityofeastlansing.com/1929/Medical-Marihuana-Resources-and-Links
Further Property Information can be found here: https://bsaonline.com/?uid=138 Use Parcel Number 33-20-02-08-200-007
Tim Yeadon

From: Tom Yeadon
Sent: Monday, January 07, 2019 11:27 AM
To: 'Tim Dempsey'
Subject: RE: former DPW auction

Tim,

It looks good to me. I am unfamiliar with eBay purchasing or selling though. Do they have rules and restrictions on sales? Do they get any type of commission on the sales that go through them? If so, I need to review the terms and conditions eBay has for sales.

Tom

From: Tim Dempsey [mailto:tdempse@cityofeastlansing.com]
Sent: Friday, January 04, 2019 4:37 PM
To: Tom Yeadon
Subject: former DPW auction

Tom,

As you may recall, rather than pay an auction house 10%, we’re going to use eBay to auction the property. That will still require entering into a purchase agreement with the winning bidder.

Would you mind reviewing the attached posting and let me know if any of my disclosures are troublesome, or if there are others you think we should add?

Thanks,

Tim

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Tom Yeadon

From: Tim Dempsey [tdempse@cityofeastlansing.com]  
Sent: Monday, January 07, 2019 11:30 AM  
To: Tom Yeadon  
Subject: RE: former DPW auction  
Attachments: Real estate policy eBay.pdf; Selling fees eBay.pdf

Tom,

Yes, they are attached. As you'll see, they charge a small fee for real estate.

It basically puts it all on the seller, but if you see any problems, let me know.

Thanks,

Tim

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>>> Tom Yeadon <tomyeadon@mcgintylaw.com> 1/7/2019 11:26 AM >>>

Tim,

It looks good to me. I am unfamiliar with eBay purchasing or selling though. Do they have rules and restrictions on sales? Do they get any type of commission on the sales that go through them? If so, I need to review the terms and conditions eBay has for sales.

Tom

From: Tim Dempsey [mailto:tdempse@cityofeastlansing.com]  
Sent: Friday, January 04, 2019 4:37 PM  
To: Tom Yeadon  
Subject: former DPW auction

Tom,

As you may recall, rather than pay an auction house 10%, we're going to use eBay to auction the property. That will still require entering into a purchase agreement with the winning bidder.

Would you mind reviewing the attached posting and let me know if any of my disclosures are troublesome, or if there are others you think we should add?

Thanks,

Tim
10 min article

Selling fees

We charge two main types of selling fees: an insertion fee when you create a listing, and a final value fee when your item sells.

The amount we charge depends on the item’s price, the format and category you choose for your listing, any optional listing upgrades you add, and how you are performing as a seller. Fees may apply if you end your auction-style listing early.

Do you have an eBay Store or want to sell vehicles? Fees are different for Store subscribers and for selling vehicles. Read our articles on:

- Store selling fees
- Fees for selling a vehicle on eBay Motors

Insertion fees

When you list an item for sale, we charge a fee per listing, per category. We call this an insertion fee. If you choose to list your item in two categories, you also pay an insertion fee for the second category. Insertion fees are nonrefundable if your item doesn’t sell.

If you relist your item, we charge an insertion fee for the original listing and each time your item is relisted. However, your monthly zero insertion fee listings can cover each of your relisted items until they’re used up. Relisting applies in most categories, but there are some exclusions.

Zero insertion fee listings

Every month, you get up to 50 zero insertion fee listings, or more if you have an eBay Store.

Keep in mind, selling limits apply and certain categories are excluded from the zero insertion fee listings offer. You’re only eligible for zero insertion fee listings when you list in the country that you registered with. For example, if you have a registered address in the US, you’ll only receive zero insertion fee listings on eBay.com. Learn more about how zero insertion fee listings work, including the terms and exclusions for those listings.

Duplicate listings and multiple items
If you create a duplicate auction-style listing for the same item, we charge an insertion fee per listing (one for the original and another for the duplicate), even if the listing doesn't appear on eBay for its full listing duration. Consider scheduling your auctions to end at different times, so if a bidder doesn't win your first listing, they have a chance to bid on your duplicate listing. Read more about our Duplicate listings policy.

For listings with multiple items, including listings with variations, you only pay one insertion fee. We calculate the insertion fee based on the total start price of your listing, which is the item price multiplied by the quantity. For example, if you list 10 items at $4.00 each, the total start price is $40. If you list 100 items at $4.00 each, the total start price is $400.

**Good 'Til Cancelled listings**

For Good 'Til Cancelled listings, we charge an insertion fee every 30-day period. Your listing will renew automatically every 30 days unless your item sells before that timeframe, you cancel your listing, or your listing violates an eBay policy and we end your listing. Good 'Til Cancelled listings count toward your monthly zero insertion fee listings. Fee amounts are based on the terms in effect when the listing goes live and when it renews.

**Final value fees**

We charge a final value fee when your item or relisted item sells, or if we determine that you intended to complete a sale outside of eBay.

Final value fees are calculated as a percentage of the total amount the buyer pays, including shipping and handling. Sales tax isn't included.

If you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of eBay, we charge you a final value fee based on the total amount of the sale even if your item doesn't sell. In this situation, the total amount of the sale is determined as follows:

- **Auction-style listing format**: The total amount of the sale is the auction start price, the Buy It Now price (if applicable), the reserve price (if applicable), or the price identified between the buyer and seller, whichever is highest.

- **Fixed price listing format**: The total amount of the sale is the fixed price or the price identified between the buyer and seller, whichever is higher.

When you use a zero insertion fee listing and pay no insertion fee, you still have to pay the final value fee.

**Additional final value fees for sellers not meeting our performance expectations**

We may apply additional final value fees on your sales in the following circumstances:

- If your account doesn't meet our minimum seller performance standards for the US at the time of sale, there will be an additional 4 percentage points fee on the standard final value fees at the time the item sells. You can go to your Seller Dashboard to check your current seller level for the US region. Above Standard and eBay Top-rated Sellers will not be charged this fee; or

- If your rate of 'Item not as described' returns is evaluated in your service metric as Very High in one or more categories, your final value fees will increase by 4
percentage points for sales in those categories. You can view your personalized service metrics on your Service Metrics dashboard in Seller Hub.

Final value fees are capped in most categories, with the maximum amount determined by the listing category and whether the seller has a Store subscription. However, the additional final value fees for sellers who do not meet our minimum performance standards and/or who have a Very High rate of 'item not as described' returns are not subject to maximum final value fee caps and will be applied to the total amount of the sale, including shipping. We'll indicate which listings are subject to additional fees on your Account Summary.

Note: If your account isn't meeting our minimum seller performance standards and you're rated Very High in your rate of 'item not as described' returns at the time of the sale, you'll only be charged the additional final value fee for not meeting our minimum seller performance standards.

Examples of final value fee calculations

**Final value fees on shipping**

We calculate final values fees on shipping costs based on the shipping service the buyer chooses.

However, when you offer one-day or international service and the buyer selects it, the final value fee on shipping is based on whichever service is less expensive, so either:

- The one-day or international shipping service you offer in your listing, or
- The first domestic service in your listing that isn't one-day

For example, if a buyer chooses international shipping and you specified free shipping as your first domestic option, you don't pay any final value fees on shipping for that item.

If one-day or international shipping is the only service you offer, the final value fee for shipping will be based on that service.

If you're in China, Hong Kong, Indonesia, Israel, Japan, Macau, Malaysia, Philippines, Singapore, Taiwan, Thailand, or Vietnam and your item isn't located in the US, final value fees on shipping are always calculated based on the shipping option your buyer chooses.

**Final value fee credit**

If for some reason the buyer ends up not paying, you need to either cancel the sale or report it as an invalid item in order to be eligible for a final value fee credit.

**Basic fees for most categories**

In the table below, we outline the basic fees for items listed in most categories and the number of zero insertion fee listings you'll get each month.

<table>
<thead>
<tr>
<th>Category</th>
<th>Insertion fee</th>
<th>Final value fee: % of total amount of sale</th>
</tr>
</thead>
</table>
### Insertion fees

**Category**

<table>
<thead>
<tr>
<th>Category</th>
<th>Insertion fee</th>
<th>Final value fee: % of total amount of sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard fees for most categories, including Music &gt; Records, eBay Motors &gt; Parts &amp; Accessories, and eBay Motors &gt; Automotive Tools &amp; Supplies. For vehicles, see our Motors fees.</td>
<td>First 50 listings free per month, then $0.35 per listing*</td>
<td>10% (maximum fee $750**)</td>
</tr>
<tr>
<td>Books, DVDs &amp; Movies, Music (except Records category)</td>
<td></td>
<td>12% (maximum fee $750**)</td>
</tr>
<tr>
<td>Select Business &amp; Industrial categories:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Heavy Equipment Parts &amp; Attachments &gt; Heavy Equipment</td>
<td>$20</td>
<td>2% (maximum fee $300**)</td>
</tr>
<tr>
<td>• Printing &amp; Graphic Arts &gt; Commercial Printing Presses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Restaurant &amp; Food Service &gt; Food Trucks, Trailers &amp; Carts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Musical Instruments &amp; Gear &gt; Guitars &amp; Basses</td>
<td>Free</td>
<td>3.5% (maximum fee $350**)</td>
</tr>
</tbody>
</table>

*Exclusions apply – see our [Zero insertion fee listings](#) article for details.

**Maximum fee caps do not apply to the additional final value fees charged to sellers who are not meeting our performance expectations.

### Fees for Classified Ad listing format

To sell your items locally, you can list them on eBay using our [Classified Ad format](#). We charge an insertion fee of $9.95, with a listing duration of 30 days. There are no final value fees for Classified Ad listings.

You can use the Classified Ad format in the following categories:

- Business & Industrial
  - Construction > Buildings, Modular & Pre-Fab
  - General Office > Trade Show Displays
  - Websites & Businesses for Sale
- Specialty Services
- Travel
- Everything Else
  - eBay User Tools
  - Funeral & Cemetery
  - Information Products
You can also use Classified Ads for selling Real Estate, but the fees are different – see below for more information.

**Fees for Real Estate listings**

The basic cost of selling Real Estate is the insertion fee plus the notice fee, plus fees for any optional features. Real Estate listings can be auction-style, fixed price, or Classified Ad format. No matter which format you choose, there are some rules you should be aware of, so please take a moment to read our Real estate policy.

<table>
<thead>
<tr>
<th>Listing type</th>
<th>Duration</th>
<th>Insertion fee</th>
<th>Notice fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auction or fixed price</td>
<td>1, 3, 5, 7, or 10-day listing (1 and 3-day auction-style listings cost an additional $1)</td>
<td>$35</td>
<td>$35</td>
</tr>
<tr>
<td>30-day listing</td>
<td></td>
<td>$50</td>
<td>$35</td>
</tr>
<tr>
<td>Classified Ad</td>
<td>30-day listing</td>
<td>$150</td>
<td>$0</td>
</tr>
<tr>
<td>90-day listing</td>
<td></td>
<td>$300</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Commercial, Residential, and Other Real Estate**

<table>
<thead>
<tr>
<th>Listing type</th>
<th>Duration</th>
<th>Insertion fee</th>
<th>Notice fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auction or fixed price</td>
<td>1, 3, 5, 7, or 10-day listing (1 and 3-day auction-style listings cost an additional $1)</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td>30-day listing</td>
<td></td>
<td>$150</td>
<td>$0</td>
</tr>
<tr>
<td>Classified Ad</td>
<td>30-day listing</td>
<td>$150</td>
<td>$0</td>
</tr>
<tr>
<td>90-day listing</td>
<td></td>
<td>$300</td>
<td>$0</td>
</tr>
</tbody>
</table>

You won't be charged a notice fee if:

- Your item has no bids
- No bids meet your reserve price, if you added one
- Your item is listed in the Classified Ad format

Otherwise, we charge a notice fee, whether or not you carry out the sale with the buyer. Also, if you have a Classified Ad listing with the Best Offer option, a final value fee applies.

**Fees for optional listing upgrades**
Certain features, like adding a subtitle, require an additional fee, but these advanced listing upgrades can help your listing stand out and attract more buyers.

We charge optional feature fees per listing, per category regardless of whether your item sells, and they're not included in your zero insertion fee listings.

The advanced listing upgrade fees vary depending on your item's price and the listing format and duration you choose. We've outlined the differences below.

<table>
<thead>
<tr>
<th>Tip</th>
</tr>
</thead>
<tbody>
<tr>
<td>You can add up to 12 photos with zoom and enlarge, as well as schedule your listings to start and end at a future date and time, free of charge. If you have a Store or use the Classified Ad format, scheduling a listing will cost $0.10.</td>
</tr>
</tbody>
</table>

1*, 3, 5, 7 and 10-day listing duration

<table>
<thead>
<tr>
<th>Advanced listing upgrade</th>
<th>Item price of up to $150 or items listed in the Real Estate category</th>
<th>Item price of more than $150</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bold</td>
<td>$2.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Gallery Plus</td>
<td>$0.35</td>
<td>$0.70</td>
</tr>
<tr>
<td>Free for listings in the Collectibles, Art, Pottery &amp; Glass, and Antiques categories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>International site visibility for fixed price listings (see below for fees for auction-style listings)</td>
<td>$0.50</td>
<td>$0.50</td>
</tr>
<tr>
<td>List in two categories</td>
<td>Insertion and advanced listing upgrade fees apply for each category. Final value fees are charged once per item, if your item sells</td>
<td></td>
</tr>
<tr>
<td>Listing Designer</td>
<td>$0.10</td>
<td>$0.20</td>
</tr>
<tr>
<td>Subtitle</td>
<td>$1.00 ($0.50 for Real Estate listings)</td>
<td>$3.00</td>
</tr>
<tr>
<td>Value Pack</td>
<td>$115 ($0.65 for Real Estate listings)</td>
<td>$315</td>
</tr>
<tr>
<td>It combines Gallery Plus, Subtitle, and Listing Designer for a discounted fee. Value Pack isn't available for Powersport Vehicles under 50cc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*1-day duration is only available for auction-style listings.

30-day duration and Good 'Til Cancelled listings
### Advanced listing upgrade fees

#### Item price of $150 or less

<table>
<thead>
<tr>
<th>Advanced listing upgrade</th>
<th>Item price of more than $150</th>
<th>Classified Ad format or Real Estate category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bold</td>
<td>$4.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>Gallery Plus</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Free for listings in the Collectibles, Art, Pottery &amp; Glass, and Antiques categories</td>
<td>$2.00</td>
<td>$2.00</td>
</tr>
<tr>
<td>International site visibility for fixed price listings (see below for fees for auction-style listings)</td>
<td>$0.50</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

#### Insertion and advanced listing upgrade fees apply for each category. Final value fees are charged once per item, if your item sells

<table>
<thead>
<tr>
<th>Advanced listing upgrade</th>
<th>Item price</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing Designer</td>
<td>$0.30</td>
<td>$0.60</td>
</tr>
<tr>
<td>Scheduled Listing</td>
<td>Free</td>
<td>Free</td>
</tr>
<tr>
<td>Subtitle</td>
<td>$1.50</td>
<td>$6.00</td>
</tr>
<tr>
<td>Value Pack</td>
<td>$2.00</td>
<td>$6.50</td>
</tr>
</tbody>
</table>

*Value Pack isn’t available for Powersport Vehicles under 50cc.*

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### Advanced listing upgrade fees for auction-style listings only

<table>
<thead>
<tr>
<th>Advanced listing upgrade</th>
<th>Item’s price</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or 3-day duration</td>
<td>Any price</td>
<td>$1.00</td>
</tr>
<tr>
<td>International site visibility for auction-style listings</td>
<td>$0.10</td>
<td></td>
</tr>
<tr>
<td>Reserve price Minimum price that must be met for your item to sell</td>
<td>$0.20</td>
<td></td>
</tr>
<tr>
<td>Reserve price Minimum price that must be met for your item to sell</td>
<td>$0.40</td>
<td></td>
</tr>
<tr>
<td>Reserve price Minimum price that must be met for your item to sell</td>
<td>$5.00 or 7.5% of reserve price, whichever is greater (maximum fee $250)</td>
<td></td>
</tr>
<tr>
<td>Advanced listing upgrade</td>
<td>Item's price</td>
<td>Fee</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Reserve price in select Business &amp; Industrial categories:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Heavy Equipment, Parts &amp; Attachments &gt; Heavy Equipment</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Printing &amp; Graphic Arts &gt; Commercial Printing Presses</em></td>
<td>Any price*</td>
<td>$5.00</td>
</tr>
<tr>
<td><em>Restaurant &amp; Food Service &gt; Food Trucks, Trailers &amp; Carts</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*This value reflects reserve price, not your item’s total amount of sale.*

If your items are set to relist automatically, we charge insertion and advanced listing upgrade fees each time your item is relisted. If you’re using Selling Manager automation rules, those fees also apply each time your item is relisted.

Please keep in mind that not all listing upgrades are available with every listing tool and not all optional feature upgrades may be displayed across all our sites, services, applications, and tools.

**Examples of fee calculations**

Auction-style listing examples
Fixed price listing examples

**Promoted listing fees**

To give greater exposure to the items you sell, you can create a promoted listing ad campaign. It gets your listing in front of more buyers, and you’ll only be charged for the ad if your item sells. Learn more about our Promoted Listings Terms of Service.

**Other terms and conditions**

- If you use supplemental services, such as buying and printing shipping labels on eBay, you’ll pay any costs or fees associated with those services. Details of the costs or fees will be on your monthly invoice and we’ll charge the payment method you’ve set up on your seller account.
- Insertion fees and advanced listing upgrade fees apply to each listing you create, are charged at the time of listing or relisting, as applicable, and are nonrefundable. Fee amounts are based on the terms in effect when the listing goes live and when it renews. If you select more than one category for your listing, insertion and optional feature fees apply for each category.
- All fees are in US dollars.
- The fees on this page apply to listings on eBay.com. If you list an item on another eBay site (for example, eBay.com.au or eBay.co.uk), the fees for that site will apply.
Insertion fees
Final value fees
Basic fees for most categories
Fees for Real Estate listings
Fees for optional listing upgrades
Examples of fee calculations
Promoted listing fees
Other terms and conditions

• There may be instances when your listing doesn’t immediately appear in search results. This can take up to 24 hours. We can’t guarantee exact listing durations

• Seller fees don’t purchase exclusive rights to web pages on eBay. We may, in our sole discretion and without consent from or payment to sellers, display third-party advertisements (including links and references thereto) and listings from other sellers on any eBay page

• Depending on the tax legislation of your country of residency, local Value Added Tax (VAT), Goods and Services Tax (GST) or similar consumption tax might apply in addition to your eBay fees.

Top Takeaway
The fees for listing an item depend on the price, format and category you choose, and whether you have an eBay Store.

Was this article helpful for you?

Related help topics
See other articles in:
  Selling
  Fees & Invoices

You might also be interested in:

Fees for selling vehicles on eBay Motors
The fees for listing and selling a vehicle on eBay Motors are different to those in other categories, but the overall structure is the same. We charge an...

5 min article

Viewing your invoice
Your invoice summarizes all your monthly selling activity. It shows payments you’ve made, selling fees, discounts, any refunds or credits applied...

1 min article
Didn't find what you need?

Insertion fees
Final value fees
Basic fees for most categories
Fees for Real Estate listings
Fees for optional listing upgrades
Examples of fee calculations
Promoted listing fees
Other terms and conditions

Need more help?

Call us
Have us call you
1 min wait time
1 min wait time

Other options for you

Ask the Community
Real estate policy overview

Unlike listings in most other eBay categories, real estate listings are not a binding offer to sell the property shown.

As there are a wide variety of laws governing the sale of real estate around the world, eBay offers a variety of advertising formats. For more details on listing real estate on eBay, and our role as a platform for advertising, please read our full policy guidelines below.

Frequently Asked Questions

Can I list a property on eBay for a friend?

No, eBay users are not allowed to list real estate for a third-party, unless you are a licensed real estate professional. For more information, please read our full policy below.

What are the benefits of using the Classified Ad format, rather than an auction format, to list my property?

You can list your asking price, so there is no bidding. Any interested buyers then fill out a contact form, and their information is sent to you, so you can contact them.

You can also choose to advertise your property for 30 or 90 days, and can revise your listing at any time within that period.

Read our full policy

Real estate policy overview

To best meet the needs of our users while accommodating the wide variety of laws governing the sale of real estate across the globe, eBay offers advertisements of real estate in a variety of formats. These Real Estate Rules explain these format offerings, clarify eBay's limited role as a hosting platform for advertising and venue-
provider, and outline certain limitations on eBay's obligations and liabilities. Your use of the eBay Real Estate Pages confirms your agreement to these rules.

eBay Real Estate Inc.

Real estate advertising services on eBay are offered by eBay Real Estate Inc., a wholly-owned subsidiary of eBay Inc. On eBay's site and in these Rules, this company is referred to as "eBay Real Estate."

Selling an undivided interest in a land real estate property is not permitted. An undivided interest is defined as a partial interest by two or more people in the same property. This prohibition shall not apply to mineral rights.

Violations of this policy may result in a range of actions, including:

- Listing cancellation
- Limits on account privileges
- Account suspension
- Forfeit of eBay fees on cancelled listings
- Loss of PowerSeller status

Some Examples

Auction-Style Format Items

Due to the wide variety of laws governing the sale of real estate, eBay Real Estate auction-style advertisements of real property do not involve legally binding offers to buy and sell. Instead, eBay Real Estate's auctions are simply a way for sellers to advertise their real estate and meet potential buyers. eBay is commonly referred to as an online auction web site, however eBay Real Estate is not a traditional "auctioneer." eBay Real Estate is not involved in the actual transaction between buyers and sellers and, as a result, has no control over the quality, safety or legality of the properties advertised, the truth or accuracy of the postings, the ability of sellers to sell items or the ability of buyers to buy items. eBay cannot ensure that a buyer or seller will actually complete a transaction.

Auction-style format advertisements for the sale of real estate are designed to assist the parties in identifying the most interested potential buyer(s). The listings do not result in binding agreements to buy and sell real estate; however, they do allow sellers and buyers to use eBay Real Estate as a venue to determine who may be most interested in the property. In this format, potential buyers are asked not to bid unless they intend to complete the purchase of the advertised property, subject to customary diligence and contingencies. Sellers are not permitted to claim in their listings that a bid results in a binding obligation to consummate the purchase.

Following the close of the auction-style bidding, the sellers and buyers are expected to contact each other to prepare and deliver the appropriate paperwork to buy and sell the property, and to take such other actions as may be required by local laws. As noted below, eBay Real Estate cannot give legal advice to buyers or sellers, and users should seek professional advice when selling or buying real estate. Depending on the property, sellers may be required to deliver to buyers a disclosure statement prior to a sale, and in all cases buyers should conduct their own due diligence related to property inspection, title review, building code compliance, termite inspection, flood plain, hazardous materials and other local issues transparent only
to an expert. While eBay Real Estate cannot guarantee consummation of the sale to either seller or potential buyers, our rules require sellers and top-bidding potential buyers to follow through in good faith. If the parties do follow through in good faith, but the transaction does not close, the parties should still leave positive feedback for each other.

If you elect to use the "auction-style" advertisement for certain kinds of real estate, you will be charged a "Notice Fee" when the auction-style advertisement is over. This fee applies whether or not the real estate sale is completed. You will not be charged a "final value fee" tied to the sale of the real estate. See Selling Fees for more information.

**Classified Ad Listings**

eBay Real Estate also offers sellers the option of advertising their property in a Classified Ad format rather than an auction format. The Real Estate Classified Ad format has the following features:

- You can list your asking price. No bidding takes place.
- Interested buyers fill out a contact form and their information is sent to you.
- You can advertise your property for 30 days or 90 days.
- You may revise your item at any time in the advertisement duration.

Real Estate Classified Ad listings do not result in feedback, because the format aims to generate multiple leads rather than a single high bidder. When this contact information is forwarded to sellers via email, sellers are obliged to treat the potential buyers' contact information in full compliance with our User Privacy Notice. This policy prohibits use of the potential buyers' information for any purpose other than communicating with the potential buyers about the information and services referenced in the item description, unless expressly permitted to do so. Failure to comply with this policy can result in seller expulsion from the eBay community. Once buyers and sellers make contact through these listings, they can, as noted above, then proceed to discuss off the website purchase terms, including price, inspections, and the like, as is customary in an offline real estate transaction.

**Private Mortgage Notes**

Within eBay's "Other Real Estate" pages, eBay sellers are permitted to advertise for sale certain purchase money notes and mortgages (referred to in these rules as "mortgage notes"). These mortgage notes are created when, in a real estate transaction preceding the offer of the mortgage note on the eBay site, a purchaser of certain real estate obtains financing for all or a portion of a property from the seller, and executes a note in favor of the seller secured by a mortgage on the real property being purchased. A mortgage note created in this manner may be advertised for sale on eBay (in either the Auction format or Classified Ad format) if the following requirements are satisfied:

- the mortgage note must have arisen in connection with a bona fide real estate transaction;
- the interest offered constitutes the entire indebtedness under the note;
- the purchaser will receive the mortgage note by unconditional endorsement, without recourse, together with a full assignment of the mortgage securing the note, both of which the purchaser will hold until satisfaction of the note;
the mortgage note is offered without any interposed services or other enhancements to be provided by the seller; and,

the sale of the mortgage note complies with all applicable law.

All mortgage notes are required to be offered only in the "Other Real Estate" category.

Additional information

Privacy of Information

Sellers must treat buyers' contact information in full compliance with our User Privacy Notice. This policy prohibits sharing the buyer's information with third parties as well as use of the buyer's information for any purpose other than communicating with the buyer about the item, unless expressly permitted to do so by the buyer.

Real Estate Licensees

Sellers who are licensed as an agent, broker, or other licensed real estate professional must ensure that their item description conforms to all laws and regulations applicable to online advertising of properties by such licensees. These requirements may include, among other things, disclosure of the licensee's name, any firm with which the licensee is affiliated, office location, and the jurisdiction(s) where the licensee is licensed.

Trading Assistants

A user may not list real estate for a third-party unless the user is a licensed real estate professional.

Professional Assistance

The purchase and sale of real estate is a complicated matter that is governed by laws, practices and customs that vary significantly from locality to locality. Sellers are advised that many jurisdictions require that you provide a disclosure statement to all prospective buyers regarding the condition of your property. In addition, under U.S. federal law, sellers have an obligation to disclose information on lead-based paint hazards. Members are strongly advised to seek the help of a licensed real estate professional and/or a real estate attorney to help in the negotiation and sale of any real estate.

Members may wish to visit the website of the Association of Real Estate License Law Officials, which offers a search tool providing access to a database of information about the current license or registration status of real estate licensees.

eBay Real Estate's Role as a Venue Provider / Brokerage Relationship (Agency) Disclosure

The role of eBay Real Estate in the sale of properties is limited to hosting advertisements provided by sellers and providing a venue for communications about a property. eBay Real Estate is not responsible for, and does not engage in, brokering, selling, purchasing, exchanging, or leasing posted properties or providing a "multiple listing service" as that term is traditionally used. eBay Real Estate does not counsel sellers or buyers, show properties, negotiate sales contracts, or hold a
position of trust and confidence, whether or not in connection with the eBay website. Accordingly, no brokerage relationship or any agency or fiduciary relationship is intended to be or shall be deemed to have been created between eBay Real Estate and any seller or buyer of real estate. eBay Real Estate makes no representations about properties advertised on eBay, about the sellers of such properties, about the accuracy of information provided by such sellers, or about the financial capabilities of prospective buyers. Prospective buyers are advised to perform all due diligence before entering into a contract to purchase property, and, as emphasized above, all parties are encouraged to seek the help of a licensed real estate professional and real estate attorney.

License Information

eBay Real Estate does not purport to broker transactions, although it holds certain state real estate broker licenses.

Relationship to eBay's User Agreement

With respect to real estate items, if these Real Estate Rules conflict with eBay's User Agreement, those rules apply.

Why does eBay have this policy?

eBay and eBay Real Estate want to ensure that sellers and buyers comply with all governmental laws and regulations. Since the sale of real estate is regulated, or may cause harm to eBay, eBay Real Estate or its members, the sale of real estate on eBay is restricted.

Was this article helpful for you?

You might also be interested in:

Contracts policy

When you list an item that comes with a contract, you’re responsible for following the rules of that contract – eBay isn’t a party to it.

1 min article

Lockpicking devices policy

For security and legal reasons, lockpicking devices can’t be listed on eBay.

2 min article
Tom Yeadon

From: Tom Yeadon
Sent: Monday, January 07, 2019 11:43 AM
To: Tim Dempsey
Subject: RE: former DPW auction

Tim,

I have reviewed these and do not see any problems with eBay’s policies. It did make me think that we might want to disclaim any fees owed to buyer’s agents, though. What are your thoughts on that?

Also, we I need to know if we have had a listing agreement with anyone on this property. I don’t recall any, but we should make sure of that.

Tom

---

From: Tim Dempsey [mailto:tdempse@cityofeastlansing.com]
Sent: Monday, January 07, 2019 11:30 AM
To: Tom Yeadon
Subject: RE: former DPW auction

Tom,

Yes, they are attached. As you’ll see, they charge a small fee for real estate.

It basically puts it all on the seller, but if you see any problems, let me know.

Thanks,

Tim

---

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>>> Tom Yeadon <tomyeadon@mcgintylaw.com> 1/7/2019 11:26 AM >>>

Tim,

It looks good to me. I am unfamiliar with eBay purchasing or selling though. Do they have rules and restrictions on sales? Do they get any type of commission on the sales that go through them? If so, I need to review the terms and conditions eBay has for sales.

Tom

---

From: Tim Dempsey [mailto:tdempse@cityofeastlansing.com]
Sent: Friday, January 04, 2019 4:37 PM
To: Tom Yeadon
Subject: former DPW auction
Ok. Sounds good.

Sent from my iPhone

On Jan 7, 2019, at 11:48 AM, Tim Dempsey <tdempse@cityofeastlansing.com> wrote:

Tom,

I will add: "City of East Lansing is not responsible for Buyer's Agent fees." Good suggestion.

If we had any listing agreements, and I don't think we ever did, it would have been back in 2004/05. Since we sold part of the property in 2011 and CBRE never made that an issue, I think we're in the clear as they would have been the likely broker.

Thanks again,

Tim

__________________________________________________________

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>>> Tom Yeadon <tomyeadon@mcgintylaw.com> 1/7/2019 11:43 AM >>>

Tim,

I have reviewed these and do not see any problems with eBay's policies. It did make me think that we might want to disclaim any fees owed to buyer's agents, though. What are your thoughts on that?

Also, we need to know if we have had a listing agreement with anyone on this property. I don't recall any, but we should make sure of that.

Tom

__________________________________________________________

From: Tim Dempsey [mailto:tdempse@cityofeastlansing.com]
Sent: Monday, January 07, 2019 11:30 AM
To: Tom Yeadon
Subject: RE: former DPW auction

Tom,
City of East Lansing owned parcel at the corner of Merritt Road and Park Lake Road. The parcel is 6.42 acres in size and is the City’s former Public Works storage yard (Parcel D on the boundary survey). The property is being offered in as-is condition. This site is zoned B-2 and is within the City’s Medical Marihuana Provisioning Center overlay district. Existing environmental information can be obtained by submitting a Freedom of Information Act to the City Clerk’s office.

PROPERTY SOLD IN AS-IS CONDITION. BUYER IS SOLELY RESPONSIBLE FOR ANY REMEDIATION COSTS, NO BROWNFIELD INCENTIVES WILL BE AVAILABLE.

SALE IS PENDING AN APPROVED BUY/SELL AGREEMENT TO BE NEGOTIATED WITH THE HIGHEST BIDDER. HIGHEST BID DOES NOT GUARANTEE SALE.

Additional information can be found at the links below:
City of East Lansing owned parcel at the corner of Merritt Road and Park Lake Road. The parcel is 6.42 acres in size and is the City's 1 (Parcel D on the boundary survey). The property is being offered in as-is condition. This site is zoned B-2 and is within the City's Medical Marijuana overlay district. Existing environmental information can be obtained by submitting a Freedom of Information Act to the City Clerk's office.

PROPERTY SOLD IN AS-IS CONDITION. BUYER IS SOLELY RESPONSIBLE FOR ANY REMEDIATION COSTS. NO BROWNFIELD

SALE IS PENDING AN APPROVED BUY/SELL AGREEMENT TO BE NEGOTIATED WITH THE HIGHEST BIDDER. HIGHEST BID

THE CITY OF EAST LANSING IS NOT RESPONSIBLE FOR BUYER'S AGENT FEES.

Additional information can be found at the links below:
Zoning Information: https://library.municode.com/mi/east_lansing/codes/code_of ORDINANCES?nodeId=PTIICOOR_CH50ZO
Medical Marijuana Regulations: https://www.cityofeastlansing.com/1929/Medical-Marihuana-Resources-and-Links

Further Property Information can be found here: https://bsaonline.com/?uid=138 Use Parcel Number 33-20-02-08-200-007

Additional questions can be directed to Tim Dempsey, Director of Planning, Building, and Development.
tdempsey@cityofeastlansing.com
517-319-8864

https://www.ebay.com/tm/Land-Sale-392210071000?_trksid=p2047675.m43663.i10137&nordt=true&rt=nc&orig_cvip=true
Teresa Bell - Fed: Your eBay listing is confirmed: Land Sale

From: Tim Dempsey
To: Bell, Teresa
Date: 1/7/2019 9:58 AM
Subject: Fed: Your eBay listing is confirmed: Land Sale

Teresa, I used the City's credit card to list the property. Melissa said we can do the payment entry to Platinum Plus for the amount and attach the following. Thanks, Tim

Review fees

These fees apply to your listing and any relists or Good Till Cancelled renewals

<table>
<thead>
<tr>
<th>Title</th>
<th>Fees</th>
<th>Total fees</th>
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<tbody>
<tr>
<td>Land Sale</td>
<td></td>
<td>$153.00</td>
</tr>
<tr>
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</table>

If your item sells, we charge a final value fee based on a percentage of the total cost to the buyer less any sales tax. Actual fees may vary, including for special offers and supplemental service fees. Learn more.

Your item has been listed. Sell another item now!

Hi dem-2788,

Your item has been successfully listed on eBay. It may take some time for the item to appear on eBay search results. Here are the listing details:

- **Land Sale**
  - Item id: 36221001000
  - Starting price: $950,000.00
  - End time: Feb-06-19 09:20:35 PST
  - Listing fees: $153.00

Select your email preferences

- Want to reduce your inbox email volume? Receive this email as a daily digest!
  For other email digest options, go to Notification Preferences in My eBay.
- Don't want to receive this email? Unsubscribe from this email.
City of East Lansing owned parcel at the corner of Merritt Road and Park Lake Road. The parcel is 6.42 acres in size and is the City’s former Public Works storage yard (Parcel D on the boundary survey). The property is being offered in as-is condition. This site is zoned B-2 and is within the City’s Medical Marijuana Provisioning Center overlay district. Existing environmental information can be obtained by submitting a Freedom of Information Act to the City Clerk’s office.

PROPERTY SOLD IN AS-IS CONDITION. BUYER IS SOLELY RESPONSIBLE FOR ANY REMEDIATION COSTS. NO BROWNFIELD INCENTIVES WILL BE AVAILABLE. SALE IS PENDING AN APPROVED BUY/SELL AGREEMENT TO BE NEGOTIATED WITH THE HIGHEST BIDDER. HIGHEST BID DOES NOT GUARANTEE SALE.

THE CITY OF EAST LANSING IS NOT RESPONSIBLE FOR BUYER’S AGENT FEES.

Additional information can be found at the links below:
Zoning Information: https://library.municode.com/mi/east_lansing/codes/code_of_ordinances?nodeid=PTICOOR_CH50ZO
Medical Marijuana Regulations: https://www.cityofeastlansing.com/1929/Medical-Marijuana-Resources-and-Links
Further Property Information can be found here: https://bsaonline.com/?uid=138 Use Parcel Number 33-20-02-08-200-007

Additional questions can be directed to Tim Dempsey, Director of Planning, Building, and Development
tdempsey@cityofeastlansing.com
517-319-6864
From: Tim Dempsey
To: Dempsey, Tim
BC: FORMER DPW SITE AUCTION
Date: 1/7/2019 12:48 PM
Subject: City of East Lansing Property Auction

You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.

https://www.ebay.com/itm/392210071000

Any questions can be directed to me via email or the direct phone number below.

Sincerely,

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-6964
tdempsey@cityofeastlansing.com
www.cityofeastlansing.com
We're accepting offers. Not sure yet how we're going to sort them out, but feel free to submit.

>>> Shawn O'Brien <shawn.obrien@cbre-martin.com> 11/14/2018 3:13 PM >>>
Thanks Tim, I appreciate it. I will have another offer for the remaining 6.52 Acres former service garage property if it is still available.

---

Shawn H. O'Brien, CCIM | Senior Vice President | Brokerage Services
CBRE/Martin
1111 Michigan Ave., Suite 300 | East Lansing, MI 48823
T +1 517 319 9220 | F +1 517 351 2201 | C +1 517 303 5554
shawn.obrien@cbre-martin.com /www.cbre.us/shawn.obrien

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Follow CBRE/Martin: @CBREMartin

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From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, November 14, 2018 1:31 PM
To: Shawn O'Brien <shawn.obrien@cbre.com>
Subject: Re: Medical Marihuana ordinance
Importance: High

Shawn,

Please disregard the version of that ordinance that I sent last week, it was incorrect. The corrected version is being finalized and I will send when available. The definition of the area around Merritt and Park Lake was incorrect, it is only Merritt/Park Lake/Haslett.

Sorry for the confusion.

Tim

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>>> Tim Dempsey 11/9/2018 3:45 PM >>>
Shawn,

See attached.

Tim
Bill,

We'll be posting it online for an auction by the end of the week. I'll forward the link when it's up.

Thanks for your patience,

Tim

>>> Bill Jakovac <bjakovac@summitrealtyservice.com> 1/2/2019 10:22 AM >>>

Tim,

Happy New Year

Following up on the Letter of Intent we made to the City of East Lansing for the Department of Public works Real Estate we made November 9th, 2018.

Has the city made a decision yet on an offer or negotiations with competing offers? Any direction so we can get to a competing purchase agreement for this property?

My clients would like to purchase this property and submit a SUP for Cannabis use.

Thank You

---

Bill Jakovac
Managing Broker
Summit Realty Services LLC
517-285-1097 Cell
bjakovac@summitrealtyservice.com
Company License # 6505400638
Broker License # 6502400639

Bringing Buyers and Sellers Together!!!
From: Brett Henderson <brett@hendersonconsultingllc.com>
To: Tim Dempsey <tdempsey@cityofeastlansing.com>
Date: 1/7/2019 12:54 PM
Subject: Re: City of East Lansing Property Auction

thanks Tim

On Mon, Jan 7, 2019 at 12:48 PM Tim Dempsey <tdempsey@cityofeastlansing.com> wrote:

> You have been included in this email as someone who has expressed interest
> in the former DPW site at the corner of Merritt and Park Lake Roads. This
> property is now online for auction (until 2/6 at 12:30 p.m.) and details
> can be found at the link below. Feel free to pass this email along to any
> interested associates.
> > https://www.ebay.com/itm/392210071000
> >
> > Any questions can be directed to me via email or the direct phone number
> > below.
> >
> > Sincerely,
> >
> >
> > Tim Dempsey
> > Deputy City Manager
> > Director, Department of Planning, Building and Development
> > City of East Lansing
> > (517) 319-6864
> > tdempsey@cityofeastlansing.com
> > www.cityofeastlansing.com
> >
> >
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> > Lansing's Dialog e-newsletter and other e-publications. Just visit
> > http://www.cityofeastlansing.com/eNews today!
> >
> >
> --
>
>*Brett H. Henderson*
Henderson Consulting
517.599.0410
Hi Tim
I would like to discuss this property if you have a chance this afternoon
Thanks

Walter Manju / CEO
Manju Development / ACM investment Group
248-890-3854
3625 Pine Hill Ct
West Bloomfield, Mi 48323

> On Jan 7, 2019, at 12:48 PM, Tim Dempsey <tdempsey@cityofeastlansing.com> wrote:
> You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.
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> Deputy City Manager
> Director, Department of Planning, Building and Development
> City of East Lansing
> (517) 319-6864
> tdempsey@cityofeastlansing.com
> www.cityofeastlansing.com
>
>
> East Lansing e-news is just a click away. Sign up to receive East Lansing's Dialog e-newsletter and other e-publications. Just visit http://www.cityofeastlansing.com/eNews today!
Shawn - My original message came back, I still had your CBRE email. Tim

>>> Tim Dempsey <tdempsey@cityofeastlansing.com> 1/7/2019 12:48 PM >>>

You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.

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Any questions can be directed to me via email or the direct phone number below.

Sincerely,

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-6664
tdempsey@cityofeastlansing.com
www.cityofeastlansing.com

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Zach,

The bidding is open until February 6 at 12:20 p.m. At that point we will reach out to the winning bidder and discuss proceeding with a Purchase Agreement.

Sincerely,

Tim

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-6864
tdempsey@ci.east-lansing.mi.us
www.ci.east-lansing.mi.us

---

Zach, please see the completed eBay bid below (picture attachment), on the City of East Lansing’s Land parcel (PP# 33-20-02-00-007) for sale. Upon receiving this email, please call me; my Client and I need to continue discussions with you regarding said property - at your earliest convenience. I can be reached via cell phone or direct line any day at any time.

This bid is certainly contingent upon further negotiation as you stated. Look forward to speaking with you shortly.

Sincerely,

Zachary C. VandeWeerd
Commercial Real Estate Agent
Callander Commercial
628 West Milham
Portage, MI 49024
(269) 271-5090 (Cell)
(269) 384-8387 (Direct)
(269) 384-8377 (Fax)
www.ccmichigan.com
From: Christopher Yerm <chrisyerm@icloud.com>
To: <TDEMPSEY@cityoflansing.com>
Date: 1/7/2019 4:57 PM
Subject: Bid Site

Tim,

Can you send me the information on how to bid on the DPW property

thank you

Chris Yermian
BT Co.
222 E. Merrill St
Birmingham, MI 48009
Cell: 248.464.8860
ChrisYerm@ICloud.com

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Can you send me the information on how to bid on the DPW property

thank you

Chris Yermian
BT Co.
222 E Merrill St
Birmingham, MI 48009
Cell: 248.464.8860
ChrisYerm@ICloud.com

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Pursuant to applicable U.S. Treasury Regulations, if, and to the extent, this message contains advice concerning one or more Federal tax issues, it is not a formal legal opinion and may not be relied upon or used by any person for the avoidance of Federal tax.
From: Tim Dempsey
To: Yern, Christopher
Date: 1/8/2019 8:07 AM
Subject: Fwd: City of East Lansing Property Auction

Chris - Here you go. Tim

>>> Tim Dempsey 1/7/2019 12:48 PM >>>

You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.

https://www.ebay.com/itm/392210071000

Any questions can be directed to me via email or the direct phone number below.

Sincerely,

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-6664
tdempsey@cityofeastlansing.com
www.cityofeastlansing.com
From: Christopher Yerm <christyerm@icloud.com>
To: Tim Dempsey <tdempsey@cityofeastlansing.com>
Date: 1/21/2019 12:28 PM
Subject: Former DPW Site

Tim,

In regards to the former DPW site currently up for bid,

I had a few questions if you could call me at your earliest convenience.

Thank You,

248-664-8860

Chris Yermian
BT Co.
232 E Merrill St
Birmingham, MI 48009
Cell: 248.464.8860
ChrisYerm@iCloud.com

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Bidding has ended on this item.

People who viewed this item also viewed

<table>
<thead>
<tr>
<th>LAND FOR SALE</th>
<th>15,000 SF office and storage space in Texarkana for sale</th>
<th>AMAZING NY country estate, 900' waterfront, Barn</th>
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<tr>
<td>$1,150,000.00</td>
<td>+ Shipping 0 bids</td>
<td>$745,000.00 + Shipping</td>
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  - [Commercial Land Sales - Browse Commercial Land Sales](http://search.explore.com) - Browse Commercial Land Sales!

**Land Sale**
City of East Lansing

Condition: --
Ended: Feb 09, 2019, 12:20PM

Winning bid: **US $1,000,000.00** | 17 bids |

Shipping: Free Local Pickup | See details
Bid history

Item number: 392210071000

Land Sale
Winning bid: $1,000,900.00

Bidders: 3  Bids: 17  Time Ended: 6 Feb 2019 at 9:20:35AM PST  Duration: 30 days

Your item sold for $1,000,900.00

Automatic bids may be placed days or hours before a listing ends. Learn more about bidding.

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Gray text indicates an automatic bid (proxy bid) placed by eBay on behalf of the bidder. Learn more about the automatic bidding system.
If two bidders placed the same bid amount, the earlier bid takes priority. See how to cancel bids.
From: Chris Mkoyan <chrismkoyan@gmail.com>
To: "tdempsey@cityofeastlansing.com" <tdempsey@cityofeastlansing.com>, Keri Knipple <knipple@a-pluspainting.com>, Jeff Yatooma <yatoomaj@a-pluspainting.com>
CC: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Date: 2/6/2019 1:28 PM
Attachments: Merritt Rd., East Lansing, MI PA[37563].pdf, Kodiak Landare POF.pdf

Tim,

Jeff Yatooma recently won the eBay auction for Merritt Rd (Former DPW), East Lansing, MI; PID 33-20-02-08-200-007. Please see the attached purchase agreement, proof of funds, and confirmation from eBay. Please call Jeff directly at (248)212-8358 to discuss.

Best,

Chris Mkoyan
(248)702-6333

---

From: eBay <ebay@ebay.com>
Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: You won! Pay now to receive Land Sale

Seller is waiting for your payment before they can ship. You won with a $1,000,900.00 bid! Next, make your payment.

You won with a $1,000,900.00 bid! Next, make your payment.
Complete purchase
Congratulations, Jeff! You won this auction. Please make a payment to dem-2786 to receive your item.

Land Sale

Your winning bid: $1,000,900.00 • You placed 4 bids and beat 2 bidders Complete purchase

Shop anywhere with the eBay app

Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences in My eBay.

Email reference id: [f5e2ad55d83b4dbf7778ab02ca4f8e9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.
eBay sent this message to Jeff Yatooma (yatoomaj). Learn more about account protection. eBay is committed to your privacy. Learn more about our privacy notice and user agreement.
©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
You won with a $1,000,900.00 bid! Next, make your payment.

Congratulations, Jeff! You won this auction. Please make a payment to receive your item.
Your winning bid: $1,000,900.00

You placed 4 bids and beat 2 bidders

Shop anywhere with the eBay app

Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to
in My eBay.

Email reference id: [#5c28ad55c85b4d5b6778aca02cf4b5b9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to
eBay sent this message to jeff yatooma (yatoona). Learn more about
eBay is committed to your privacy. Learn more about our
©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
Tom Yeadon

From: Tim Dempsey [tdempse@cityofeastlansing.com]
Sent: Friday, February 08, 2019 9:29 AM
To: Tom Yeadon
Subject: Fwd: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Attachments: Merritt Rd, East Lansing, MI - PA.docx

Tom,

Below is the DPW site winning bidder’s proposed PA. I haven’t been through it yet but thought we should sit down sometime next week to review it. Let me know your availability.

Thanks,

Tim

East Lansing e-news is just a click away. Sign up to receive East Lansing’s Dialog e-newsletter and other e-publications. Just visit http://www.cityofeastlansing.com/eNews today!

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/7/2019 2:18 PM >>>
Tim,

Pleasure speaking with you a few moments ago. Attached, please find the PA I previously sent in PDF for you review and comments. Thanks!

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
Phone: 248-669-3400
Fax: 248-313-0112

"If you think hiring a professional is expensive, wait until you hire an amateur."

www.A-PlusPainting.com

Information contained within this transmission is privileged, confidential and intended only for the use of the individual or entity above named. If the recipient or reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify A Plus Painting immediately by telephone as above listed and then destroy all copies of the transmission herein. Thank you.

Please consider the environment before printing this e-mail
From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, February 6, 2019 3:51 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Keri Knipple <kknipple@a-pluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
Subject: Re: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

I am available the following times for a call:
- Tomorrow at 9 a.m. or 2 p.m.
- Friday at 11 a.m. or 1 p.m.

Let me know what works best.

Thanks,

Tim

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East Lansing e-news is just a click away. Sign up to receive East Lansing’s Dialog e-newsletter and other e-publications. Just visit http://www.cityofeastlansing.com/eNews today!

>>> Chris Mkoyan <chrismkoyan@gmail.com> 2/6/2019 1:28 PM >>>
Tim,

Jeff Yatooma recently won the eBay auction for Merritt Rd (Former DPW), East Lansing, MI; PID 33-20-02-08-200-007 . Please see the attached purchase agreement, proof of funds, and confirmation from eBay. Please call Jeff directly at (248)212-8358 to discuss.

Best,

Chris Mkoyan
(248)703-6335

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To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
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You won with a $1,000,900.00 bid! Next, make your payment.
Congratulations, Jeff!
You won this auction. Please make a payment to dem-2786 to receive your item.

Land Sale

Land Sale
Your winning bid: $1,000,900.00
- You placed 4 bids and beat 2 bidders

Complete purchase

Shop anywhere with the eBay app

Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences in My eBay.

Email reference id: [#5c28ad55d85b4dbfb778aca02cf4b5b9#]

We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.

eBay sent this message to jeff yatooma (yatooma). Learn more about account protection. eBay is committed to your privacy. Learn more about our privacy notice and user agreement.

©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”), is made and entered into as of the date of the last of Purchaser’s and Seller’s signature on this Agreement (the “Effective Date”), by and between Kodiak Landarc, LLC, a Michigan limited liability company, or an entity to be later formed, (“Purchaser”), and the City of East Lansing (the “Seller”).

RECITALS:

A. Seller is the owner of certain real property located at Merritt Rd (Former DPW) East Lansing, MI 48823 consisting of 6.421 acres of land (the “Real Estate”). A legal description of the Real Estate shall be attached hereto by Seller as Exhibit A and made a part hereof.

B. Seller desires to sell and Purchaser desires to purchase the Real Estate and all improvements located thereon, all in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT:

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived here from, receipt whereof is hereby severally acknowledged, Seller and Purchaser hereby agree as follows:

1. **Offer.** Purchaser hereby offers and agrees to purchase the Real Estate together with all improvements, tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, and including all right, title and interest of Seller in any street, road or avenue, open or proposed, in front of or adjoining the Real Estate, or any part thereof, to the centerline thereof, all right, title and interest of the Seller to the use of any easements, reciprocal parking agreements and all water, air, riparian and mineral rights, and the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Real Estate, subject only to those easements and restrictions of record which are approved by Purchaser. All of the foregoing is sometimes hereinafter referred to as the “Subject Premises.”

2. **Acceptance.** Seller hereby accepts the said Offer of the Purchaser. Such Offer and Acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.

3. **Purchase Price.** The purchase price for the Subject Premises is One million and Nine Hundred ($1,000,900.00) Dollars. The Purchase Price shall be paid as follows:

   A. **Deposit.** After Purchaser’s receipt of both a fully signed purchase agreement and escrow agreement between the parties, Purchaser shall deposit in escrow with escrow agent of Purchaser’s choosing (“Escrow Agent”), an earnest money deposit in the amount of Fifteen Thousand 00/100 ($15,000.00), which sum shall be applied upon the Purchase Price at Closing
if the transaction is consummated or delivered to Purchaser or Seller, as the circumstances warrant and as provided under the terms of this Agreement (the “Deposit”).

B. **Balance.** The balance of the Purchase Price shall be paid, plus or minus closing adjustments, as the case may be, in certified, cashier's or wire transferred funds to Seller at closing in exchange for a warranty deed, prepared by Purchaser, conveying fee simple, clean, and marketable title to Purchaser, free and clear of any and all liens or encumbrances subject only to those easements and restrictions of record as are agreeable to Purchaser in its sole discretion (“Warranty Deed”). Any existing land contracts and mortgages shall be discharged at closing, with Seller being responsible for any prepayment penalties thereon.

4. **Evidence of Title.**

A. **Title Commitment.** As evidence of Title, within seven (7) business days after the Effective Date, Seller shall deliver to Purchaser a Title commitment for an ALTA fee owner’s policy of title insurance to be issued at closing (or as soon as possible thereafter), together with legible copies of all items of record, in the amount of the total Purchase Price (the “Title Commitment”), which Title Commitment shall be issued by a title company of Purchaser’s choosing (“Title Company”), the same to bear a date later than the date hereof, wherein the Title Company shall agree to insure the title in the condition required hereunder as clean and marketable title. Purchaser shall, at the time of closing, receive a Policy of Title Insurance from the Title Company pursuant to said Title Commitment. The cost of the Title Insurance Policy, together with any endorsements, shall be paid for by Seller. In addition, Seller shall pay all state and county transfer taxes and revenue stamps due upon Closing or required to be paid upon recording of the Warranty Deed, as well as other costs of closing for the Title Company. If the transaction contemplated by this Agreement does not close for any reason, the Purchaser shall be responsible for all cost and fees that become due and owing to the Title Company for their work and or title searches in furtherance of this Agreement.

B. **Survey.** Seller shall provide any survey documents it has for the Subject Premises. If a survey (ALTA or otherwise) must be completed or updated to satisfy the due diligence of the Purchaser or to remove the survey exceptions from the Title Commitment, Purchaser shall have the right to obtain such a survey of the Subject Premises (the “Survey”), and the cost of the Survey shall be paid by Purchaser.

C. **Environmental.** Seller shall provide any environmental report it has for the Real Estate. If any additional Environmental Reports are required by Purchaser, Purchaser shall have the right to obtain such reports (“Environmental Reports”) and the cost of the Environmental Reports shall be paid by Purchaser.

D. **Objections.** If objection to the condition of title or survey is made by Purchaser within fifteen (15) business days following Purchaser’s receipt of (i) the Title Commitment together with legible copies of all items of record and (ii) the Survey, the Seller shall have thirty (30) days from the date notified in writing of the particular defects claimed, either (1) to
remedy the title, or (2) to obtain title insurance as required above, or (3) to notify Purchaser that Seller is unable to remedy the title or obtain the desired title insurance; provided, that Purchaser may elect to waive such defects and proceed with this transaction subject thereto and, provided further, that in the event that any such defect results from liens or encumbrances having liquidated amounts, Purchaser may, at its option, pay such amounts and receive credit against sums due Seller at closing. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within fifteen (15) business days of written notification thereof but no sooner than the Closing Date hereinafter specified. If the Seller is unable to remedy the title to the satisfaction of Purchaser, or obtain the desired title insurance within the time specified, then, Purchaser shall have the right upon sending written notice to Seller to waive such defects and proceed to Closing or to terminate this Agreement and in the event Purchaser elects to terminate this Agreement, the Deposit shall be immediately refunded upon Purchaser's written request in full termination of this Agreement and the parties shall have no further liability hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

5. **Possession.** Immediate and exclusive possession shall be delivered to Purchaser at the time of Closing. Seller shall remove all personal property from the Real Estate, and shall deliver the Real Estate in a vacant and broom clean condition. To identify the Real Estate to clients of Purchaser, during the terms of this Agreement, Purchaser may, and Seller consents to, Purchaser removing the for-sale sign, if any, and if desired by Purchaser, Purchaser putting up its proposed development and marketing sign.

6. **Representations, Warranties and Covenants.** Seller represents and warrants unto Purchaser, as of the date hereof, and through the date of Closing, as follows:

   A. To the best of Seller's actual knowledge, the legal description set forth in Exhibit "A" attached hereto is an accurate description of the Real Estate and except as disclosed as an exhibit to this Agreement, neither Seller nor any partners, shareholders or affiliates own any interest in real property which is adjacent or contiguous to the Real Estate.

   B. The party executing this Agreement on behalf of Seller has the full power and authority to enter into and perform this Agreement on behalf of Seller and the person executing this Agreement has been duly authorized to do so on behalf of Seller.

   C. To the best of Seller's knowledge, except as disclosed as an exhibit to this Agreement, there are no lawsuits, condemnation proceedings or environmental investigations, pending or threatened, affecting the Subject Premises or Seller's ability to convey same.

   D. There are no outstanding blight violations, inspection fees, tickets or any other costs or fees due to the city or state that governs the location of the Real Estate.

   E. The Real Estate is serviced by municipal sewer and water, with all electrical and other mechanical and utility systems serving the Subject Premises are, to the best of Seller's knowledge, in good operating condition.
F. There are no leases or service contracts or other agreements of any kind or nature whatsoever, written or oral, express or implied, with respect to the Real Estate.

G. No bankruptcy, insolvency, rearrangement or similar action or proceeding involving the Subject Premises or Seller is pending, threatened against or being contemplated by Seller.

H. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code; Seller shall so certify at closing.

I. Without Purchaser's prior written consent, until the date of Closing, Seller shall refrain from transferring any of the Subject Premises or creating on the Subject Premises any easements, leases, liens, mortgages, encumbrances, easements or rights of way, or enter into any other agreement that affects the Real Estate.

J. Seller shall execute, acknowledge, and deliver to the Purchaser all further documents or instruments as may be requested by the Purchaser, in its sole discretion, to effectuate the purpose and/or intent of this Agreement and/or to assist Purchaser in obtaining the necessary permits and licenses relevant to its desired use for the Real Estate.

If at any time prior to Closing, Purchaser determines that any of the representations and warranties set forth above are incorrect or untrue or in the event that that Seller fails to perform any of the covenants contained in this Agreement, then, in such event, and notwithstanding anything contained herein to the contrary, it shall be considered a default by Seller in accordance with Section 12 hereto.

Seller acknowledges that Purchaser intends to purchase the Subject Premises in the condition existing as of the Effective Date and Seller shall be required to maintain the Subject Premises in such condition subject to reasonable wear and tear.

7. Conditions Precedent. The obligation of Purchaser to proceed on this Offer, if accepted, shall be conditioned upon each of the following conditions precedent:

A. Title and Survey. Satisfaction of the title and survey conditions of Section 4 hereof.

B. Due Diligence. Purchaser and its agents shall have sixty (60) days commencing on the date of Purchaser's receipt from Seller of 1) the executed Purchase Agreement, 2) the Survey, and 3) the Title Commitment and all other books and records for the Real Estate, including the Environmental Reports ("Inspection Period"), to inspect or cause to be inspected all aspects of the physical condition of the Subject Premises. Access to the Subject Premises which shall be freely granted to Purchaser and/or Purchaser's agents and representatives, at all reasonable times for any reason whatsoever. Seller shall provide Purchaser with all plans, specifications and engineering data regarding the Real Estate that are in the possession of Seller. Seller shall also cooperate to authorize any architects or engineers to provide Purchaser with copies of same that are in their possession. If Purchaser is not satisfied in its sole and exclusive discretion with the results of such inspections for any reason whatsoever Purchaser may
revoke this transaction by providing written notice to Seller within the expiration of the Inspection Period, or if Purchaser is denied its desired municipal approvals, then Purchaser shall thereupon receive a refund of the Deposit and Purchaser and Seller be relieved of any and all liability hereunder.

C. Representations and Warranties. All of Seller’s representations, warranties and agreements contained herein shall be true and correct as of the date hereof and on the date of Closing, which Seller shall certify to at Closing, and Seller shall not have, on the date of Closing, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions contained herein.

8. Closing. Purchaser and Seller shall close this transaction (“Closing”) thirty (30) business days following the expiration date of the Inspection Period; provided, however, in no event shall the Closing occur prior to the satisfaction (or written waiver by Purchaser) of all conditions precedent to Closing set forth in Section 7 above. If all conditions precedent set forth in Section 7 above have not been satisfied on or before the date of Closing, then Purchaser may (i) waive such condition(s) and proceed with this transaction, (ii) delay the Closing until the satisfaction of such conditions precedent, or (iii) declare this transaction null and void, in which event Purchaser shall receive a refund of the Deposit and Purchaser and Seller shall be relieved of any and all liability hereunder. The Closing shall take place via escrow or at the office of the Title Company or such other place as the parties may mutually agree. At Closing, such documents as may be necessary to complete this transaction shall be executed and/or delivered by Purchaser and Seller. Notwithstanding the foregoing, Purchaser may elect to an earlier Closing date if it determines, in its sole discretion that it is in its best interest to consummate a Closing prior to the time framed stated within this Section 8. Notwithstanding anything to the contrary herein, the Inspection Period shall be automatically extended fifteen days after the municipality has granted full and final approval of the Purchaser’s desired applications, and the municipality’s full and final approval of the Purchaser’s proposed use of the Real Estate shall be a condition precedent to Closing and the Deposit being non-refundable.

At Closing, the following documents, in such form and content as are reasonably satisfactory to Purchaser, shall be executed by Seller and/or delivered to Purchaser:

A. Warranty Deed.

B. Seller’s Affidavit on the Title Company’s standard form.

C. Seller’s Certificate of Accuracy, as prepared by Purchaser, confirming the Representations and Warranties under Section 6 hereof as of the Closing Date.

D. Closing Statement.

E. Non-Foreign Person Affidavit.

F. Water Escrow.
G. Such other documents as are reasonably necessary to complete this transaction.

9. **Closing Adjustments.** The following shall be apportioned against the Purchase Price at closing:

   A. All real property taxes and installments of special assessments (general or special) which have become due or owing or are delinquent on the Subject Premises (regardless of the lien date) shall be paid by Seller at or before Closing. Current real property taxes shall be prorated as though paid in advance on a due date basis of the taxing authority on the basis of a three hundred sixty-five (365) day year; Seller being responsible for taxes up to the day of Closing and Purchaser being responsible for taxes thereafter.

   B. Seller shall pay for all state and county transfer taxes and revenue stamps due upon closing or required to be paid upon recording of the Warranty Deed.

   C. Seller shall pay all outstanding bills of utility companies and service providers with respect to the Subject Premises prorated through the date of Closing and shall fund a customary water escrow totaling the aggregate of the last two water bills ("Water Escrow") with the Title Company at Closing to ensure that all water bills which could create a lien on the Subject Premises shall be paid through the date of Closing.

10. **Casualty/Condemnation.** Until Closing, all risk of loss with respect to the Subject Premises shall be borne by Seller. In the event of destruction or damage to the Subject Premises prior to the date of Closing, Purchaser shall, at its option, have the right to (i) take the proceeds of the insurance requiring Seller to pay the deductible amounts and proceed and go forward with this transaction, or (ii) declare the transaction to be void and of no further full force and effect and Purchaser shall thereupon receive a refund of the Deposit and the parties shall be relieved of any and all liability hereunder. In the event that notice of any action, suit or proceeding shall be given prior to the closing date for the purpose of condemning any part of the Subject Premises, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) business days after receiving notice of such condemnation proceeding, and upon such termination, the Deposit shall be refunded to Purchaser in full termination of this Agreement and the parties shall be relieved of any and all liability hereunder, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser at Closing.

11. **Broker.** Seller and Purchaser do hereby certify, represent and warrant, each to the other, that, except with respect to ___________, they have not engaged, enlisted, employed or otherwise made use of any other real estate broker or sales person in connection with this sale and Purchaser shall pay Purchaser's broker a _______ brokerage commission in connection with this transaction. Seller and Purchaser shall each indemnify, defend and hold the other harmless with respect to any claim by any real estate broker or sales person in connection with this transaction claiming by, through or under the acts or agreements of the indemnifying party.
12. **Default; Governing Law.** In the event of a default by Seller hereunder, Purchaser may terminate this Agreement and/or shall be entitled to a return of the Deposit and shall have the right to maintain an action for specific performance and/or all damages allowable under the law or equity. In the event of an alleged default by the Purchaser hereunder, Seller must provide written notice to the Purchaser of the alleged default(s), in accordance with Section 13 below, and allow Purchaser fifteen (15) business days to cure any alleged default from the date of the notice. This Agreement shall be governed by laws of the State of Michigan, and any action brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Oakland County, Michigan, and all parties, including its officers and directors, as the case may be, specifically consent to the above jurisdiction and venue. If Purchaser brings any action with respect to this agreement, the Purchaser shall be entitled to recover actual attorney’s fees and costs from the Seller.

13. **Notices.** Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) when delivered to FedEx or similar service for next business day delivery, or (iii) when sent by facsimile, telecopier or email transmission. In all cases notices shall be addressed to the parties at their respective addresses as provided by the applicable party. Any notices to the Purchaser must include a copy to the following legal counsel to be valid: Mike DiLaura, Esq., DiLaura@FYBLaw.com or 1615 S. Telegraph Rd. Bloomfield Hills, Michigan 48302.

14. **Confidentiality.** The parties hereby agree that the relationship among them, including the nature of and subject matter of this entire agreement, this agreement itself, and its terms, all matters between the parties, or regarding either party, shall be maintained as strictly confidential and shall not be discussed, communicated, or disclosed to any other person or entity, except: (a) upon written order of a court of competent jurisdiction, but only after reasonable notice and an opportunity for objection to the other parties hereto; (b) to an accountant or tax preparer, but only those portions that are relevant and needed for purposes of rendering professional tax advice; (c) by prior written agreement of all parties; or (d) in an action to enforce the terms of this agreement. The parties agree that the violation of this provision may subject them to a cause of action for damages and an injunction by a court of competent jurisdiction. The provisions of this Section 14 shall survive the expiration or termination of this Agreement for a period of five (5) years.

15. **Binding Effect; Assignment.** This Agreement will be binding at the time of the signing of this Agreement; a counter-signed copy of this Agreement shall not be necessary to bind the party that signed the Agreement. Purchaser, in its sole discretion, may assign this Agreement in whole or in part to any of other entity or person, and this Agreement shall also benefit the parties hereto and their respective successors and assigns.

16. **Time for Performance.** In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Real Estate is located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state.
17. **Counterparts.** This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

(SIGNATURES ON NEXT PAGE)
IN WITNESS WHEREOF, the parties have executed and made effective this Agreement on the later of the date signed below.

PURCHASER:

Kodiak Landarc, LLC, a Michigan limited liability company

____________________________________
By: ________________________________
Its: ________________________________
Date signed by Purchaser: ____________, 2019

SELLER:

City of East Lansing

____________________________________
By: ________________________________
Its: ________________________________
Date signed by Seller: _____________ __, 2019
EXHIBIT A
LEGAL DESCRIPTION

Legal Description: PT OF E 1/2 OF SEC 8 T4N R1W CITY OF EAST LANSING DESC AS: COM AT E 1/4 COR OF SEC 8 - N89D48'37"W ALG EW 1/4 LN 1368.92 FT TO C/L OF PARK LAKE RD - N00D18'27"E ALG SD C/L 70 FT TO POB - N89D48'37"W PLL WITH EW 1/4 LN 213 FT - N27D49'54"W 296.21 FT - N46D07'46"W 229.15 FT TO C/L OF PROPOSED E BOUND LANE OF OLD M-78 HWY - N43D52'14"E ALG SD PROPOSED C/L 672.83 FT - N80D43'27"E 55.84 FT TO C/L OF PARK LAKE RD - S00D18'27"W ALG SD C/L 915.52 FT TO POB EXC COM AT E 1/4 COR OF SEC 8 - N89D48'37"W ALG EW 1/4 LN 1368.92 FT TO C/L OF PARK LAKE ROAD - N00D18'27"E 191.27 FT ALG SD C/L - N89D41'33"W 53.5 FT TO POB - N89D41'33"W 60 FT - S00D18'27"W 51 FT - S89D41'33"E 60 FT - N00D18'27"E 51 FT TO POB (CONTAINING 6.42A M/L) (SPLIT FROM 33-20-02-08-200-003 AND -004 BY 2012 JBOR FOR 2012)

Tax Parcel No.: 33-20-02-08-200-007

Commonly known as: Merritt Rd (Former DPW) East Lansing, MI 48823
From: Tim Dempsey
to: yatoomaj@a-pluspainting.com
cc: Mkoyan Chris; Cryo, Jeff Yatooma (Live <yatoomaj@LivelCryo.com>)
date: 2/12/2019 10:33 AM
subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
attachments: FOIA 2018-143.zip

Jeff - Attached. Tim

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/11/2019 10:12 PM >>>>

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Jeff Yatooma
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1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
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You placed 4 bids and beat 2 bidders

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Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences in My eBay.

Email reference id: [#5c28ad55d85b4d8b7d7f77acaa02c4b5b9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.
eBay sent this message to jeff yatooma (yatooma). Learn more about account protection.
eBay is committed to your privacy. Learn more about our privacy notice and user agreement.

*1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125*
From: Tim Dempsey
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CC: Mkoyan Chris; Cryo; Jeff Yatooma(Live
Date: 2/25/2019 1:46 PM
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

Got your voicemail as well. We did meet and discuss and our attorney is working on a few revisions. I hope to have the edits in hand in the next day or tow.

We are now targeting next Tuesday’s meeting, 3/5 for Council approval. I would pencil in that date in someone’s calendar as it’s good to have a presence in case questions arise at the meeting.

Tim

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/25/2019 12:20 PM >>>
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Email reference id: [#5c28ad55d85b4dbf8778aca02cf4b5b9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.
eBay sent this message to jeff yatooma (yatooma). Learn more about account protection.
eBay is committed to your privacy. Learn more about our privacy notice and user agreement.
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Attachments: Merritt Rd East Lansing MI - PA w City changes 2.25.19.docx

Jeff,

Attached are the city's comments. Please review and we can schedule a time to discuss if needed.

You'll see a reference to Exhibit B. That is intended to be a reference to the current MDEQ files they have on record. We're in process of verifying what's included.

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to: yatoomaj@a-pluspainting.com
CC: Mokoyan Chris; Bahoura, Mike <mikebahoura@gmail.com>; Cryo), Jeff Yatooma (Live
Date: 2/27/2019 1:09 PM
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

4 p.m. this afternoon work for you? If not, tomorrow at 10 a.m. also works.

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/27/2019 12:51 PM >>>
Tim,

Can we set up a call for later today or tomorrow to discuss? What time is next Tuesday’s meeting, 3/5 for Council approval?

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

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Sent: Monday, February 25, 2019 1:47 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
CC: Mokoyan Chris <chrismokoyani@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/25/2019 12:20 PM >>>
Tim,

I wanted to circle back on any comments that your attorney had on the PA we submitted after your Wednesday meeting with him. Also, do you need anything else additional from me before your city council hearing tomorrow? If I’m able should I send a representative to the meeting for any reason? Let me know your thoughts. Thanks

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
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Cc: Mikoyan Chris <chrismikoyan@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@livecryo.com>
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Sent: Tuesday, February 12, 2019 10:34 AM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Mikoyan Chris <chrismikoyan@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@livecryo.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Jeff - Attached. Tim

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/11/2019 10:12 PM >>>
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Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + PDF

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>>> Chris Mikoyan <chrismkoyan@gmail.com> 2/6/2019 1:28 PM >>>
Tim,

Jeff Yatooma recently won the eBay auction for Merritt Rd (Former DPW), East Lansing, MI; PID 33-20-02-08-200-007. Please see the attached purchase agreement, proof of funds, and confirmation from eBay. Please call Jeff directly at (248)212-6358 to discuss.

Best,

Chris Mikoyan
(248)703-6335

From: eBay <ebay@ebay.com>
Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: You won! Pay now to receive Land Sale

You won with a $1,000,900.00 bid! Next, make your payment.

Congratulations, Jeff!
You won this auction. Please make a payment todem-2766 to receive your item.
Land Sale

Your winning bid: $1,000,900.00

You placed 4 bids and beat 2 bidders

Shop anywhere with the eBay app

Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to [Communication Preferences](#) in My eBay.

Email reference id: [#5c28ad55d83b4d4dbf778aca02c645b99#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to [Help & Contact](#).

eBay sent this message to jeff yatooma (yatoomaj). Learn more about [account protection](#)
and [privacy notice](#) and [user agreement](#).

©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
From: Jeff Yataooma <yatoomaj@a-pluspainting.com>
To: Tim Dempsey <tdempse@cityofeastlansing.com>
CC: Mikoyan Chris <chrismkoyan@gmail.com>, Jeff Yataooma <yatoomaj@a-pluspainting.com>
Date: 2/7/2019 2:18 PM
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Attachments: Merritt Rd, East Lansing, MI - PA.docx

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Subject: You won! Pay now to receive Land Sale

Seller is waiting for your payment before they can ship. You won with a $1,000,900.00 bid! Next, make your payment.
You won with a $1,000,900.00 bid! Next, make your payment.

Congratulations, Jeff!

You won this auction. Please make a payment to dem-2786<https://rover.ebay.com/rover/0/11003.m44.19734/7?euclid=5c28ad55d85b4dbfb778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2Fuser%2Fdem-2786&sojTags=bu=bu> to receive your item.

Land Sale

Land Sale

Your winning bid: $1,000,900.00

You placed 4 bids and beat 2 bidders

Complete purchase

Shop anywhere with the eBay app
Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences. https://rover.ebay.com/rover/0/ie11003.m:89101:111411?feedurl=5c28ad55d85b4dbfb778acc02c4fb5b9&ув=bu&https%3A%2F%2Fwww.ebay.com%2Fcs%2Febay%2F&sojTags=bu

Email reference id: [5c28ad55d85b4dbfb778acc02c4fb5b9]

We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact. https://rover.ebay.com/rover/0/ie11003.m:89101:111411?feedurl=5c28ad55d85b4dbfb778acc02c4fb5b9&ув=bu&https%3A%2F%2Fwww.ebay.com%2FHelp%2F&sojTags=bu


eBay is committed to your privacy. Learn more about our privacy notice. https://rover.ebay.com/rover/0/ie11003.m:89101:111411?feedurl=5c28ad55d85b4dbfb778acc02c4fb5b9&ув=bu&https%3A%2F%2Fpages.ebay.com%2FHelp%2FPolicies%2FPrivacy-Policy.html&sojTags=bu

1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
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TO: Tim Dempsey <tdempse@cityofeastlansing.com>
CC: Bahoura Mike <mikebahoura@gmail.com>, "Jeff Yatooma (Live Cryo)" <yatooma@livelcryo.com>
DATE: 2/27/2019 5:00 PM
SUBJECT: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
ATTACHMENTS: Merritt Rd. East Lansing, MI.pdf

Tim,

Please see attached the executed purchase agreement for Merritt Rd (Former DPW), East Lansing, MI. As discussed we accepted all of your attorneys changes with the exception of paragraph 4 which we changed from 20 days to 45 days. Also, as discussed we plan on attending Tuesday's meeting at 7pm. Thanks

Jeff Yatooma
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2207 Orchard Lake Rd.
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CC: Mkoyan Chris <chrismkoyan@gmail.com>; Bahoura Mike <mikebahoura@gmail.com>; Jeff Yatooma (Live Cryo) <yatooma@livelcryo.com>
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To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
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[Links to eBay auction pages for the item, including payment confirmation and next steps for payment and receiving the item.]
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Complete purchase

Shop anywhere with the eBay app

Facebook icon

Twitter icon

Pinterest icon

Update your email preferences

Email reference id: [#5c28ad5d85b4dbf778aca02cfe4b5b9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help &
AGENDA

March 5, 2019
7:00 PM

East Lansing City Council
Mayor Mark Meadows          Mayor Pro Tem Erik Altmann
Councilmember Ruth Beier    Councilmember Shanna Draheim
Councilmember Aaron Stephens

City Council meets to take action on legislative matters on several Tuesdays of each month. It is at this time that they can vote on items that appear on their agenda. Meetings start at 7:00 p.m. unless otherwise scheduled, and are cablecast live over WELG, Channel 22, to the community.

AGENDA ITEMS GENERALLY

By the time an item gets to the City Council agenda, extensive work has already taken place by one or more of the City’s attorneys, boards, commissions, staff, Councilmembers, and individuals or groups in the community. The work is documented and provided to Council for consideration prior to taking action on an agenda item.

COMMUNICATIONS

After Council opens their agenda, members of the audience are given an opportunity to speak to Council about any topic that is not on the agenda. Members of the audience are also allowed to speak to any item on the agenda but are encouraged to do so as the item is addressed by Council. Speaker cards are available near the podium and must be filled out by the speaker. As each agenda item is addressed, the Mayor will invite those who wish to speak to the podium. All speakers are encouraged to be considerate of others waiting to address Council by keeping their remarks brief.

PUBLIC HEARING AGENDA

Public Hearing Agenda items include all action items that are required by law to be noticed in a paper of general
circulation typically not less than 15 days prior to the hearing as required by ordinance, charter, or statute. The notice must include the time, place and subject of the hearing. A public hearing is that portion of a meeting designed specifically to receive input from the public on that item. There are two primary areas of municipal governance with statutes regulating public hearings that the City is required to follow - the Planning Enabling Act (a public hearing is required to amend a zoning ordinance, take action on a special use permit or Planned Unit Development and to adopt a master plan), and the Uniform Budgeting and Accounting Act (a public hearing is required to adopt the budget). In addition, certain community development, economic development, tax increment financing, grant, and related programs have public hearing requirements imposed by state statute, federal law, or granting agency.

CONSENT AGENDA

Consent Agenda items include routine business items that Council can approve with a single vote. Item included on the Consent Agenda must be voted on separately if requested by any member of the Council. Items requested to be voted on separately are typically moved to the Business Agenda for discussion.

BUSINESS AGENDA

Business Agenda items include all action items that require discussion but are not required by law to hold a noticed public hearing and those items that a public hearing was held for but action was not taken at the time of the hearing.

AGENDA

East Lansing City Council
City Council Chambers

7:00 p.m.

OPENING

1. Roll call

2. Approval of the agenda

3. Approval of the minutes of the February 26, 2019 regular meeting.

COMMUNICATIONS

4. All written communications received by Council are posted on the online agenda packet.

5. Communications from the audience

7. City Manager’s Report

   a. The City is requesting a closed session to discuss strategy connected with the negotiation of the collective bargaining agreement with all City unions.

6. Communications from the Mayor and Councilmembers

8. City Attorney’s Report
CONSENT AGENDA

9. Approve the following appointments or re-appointments to Boards or Commissions:
   b. Michael Krueger to the Brownfield Redevelopment Authority for a partial term ending June 30, 2019.
   c. ADD ON: Cory Quinn to the Downtown Management Board for a partial term ending December 31, 2022.

10. Approve a Contract with MCSA Group, Inc. in the amount of $64,844 for design and engineering services associated with the extension of the Northern Tier Trail through White Park and enhancement of the park's natural features.

MEMO

White Park Site Development Plan

Softball Complex Site Development Plan

White Park Consultant Services Contract

11. Approve a contract for the Parking Office and Maintenance Shop build-out in the Center City Parking Garage, with Laux Construction in the amount of $247,643.00, and furthermore, allocate $24,765.00, for a project contingency.

MEMO

Parking Office Bid Opening Tab

Laux Construction Contract

12. Approve a change order for the Parking Access and Revenue Control System (PARCS) contract with Harvey Electronics & Radio LLC in the amount of $59,333.33 for purposes of relocation and installation of control center equipment for the Parking office.

MEMO

Signed Harvey PARCS agreement

Estimate

13. Introduce and set for the Business Agenda on April 9, 2019, Ordinance 1454, an Ordinance to incorporate the Landlord and Tenant Relations Act into the Property Maintenance Code.

Ordinance 1454

ADD ON: Act 348 of 1972, Landlord and Tenant Relationships

14. Approve the MDOT Performance Resolution for Governmental Agencies in regards to the Michigan Avenue and Harrison Road Sewer Improvements Project.

MEMO

Resolution
15. Approve a permanent easement for the proposed traffic signal at the intersection of Coolidge Road and Coleman Road for the purpose of allowing access for the placement and maintenance of traffic signal equipment and authorize the Mayor and City Clerk to execute and record the permanent easement.

MEMO

Maynard Easement

16. Approve a Purchase Agreement with Kodiak Landarc, LLC in the amount of $1,000,900 for 6.4 acres of land at the former Department of Public Works site at Merritt and Park Lake Roads.

MEMO

Merritt Road Purchase Agreement

17. Introduce and set a public hearing for April 9, 2019 to consider Ordinance 1449, an ordinance to add Division 8 - Building Height Overlay District - and Sections 50-805 and 50-806 to Article VII - Other Districts - of Chapter 50 - Zoning - of The Code of the City of East Lansing to create an overlay district for building height.

MEMO

Ordinance 1449

DDA Referral Letter

BUSINESS AGENDA

17. Introduce and set a public hearing for April 9, 2019 to consider Ordinance 1449, an ordinance to add Division 8 - Building Height Overlay District - and Sections 50-805 and 50-806 to Article VII - Other Districts - of Chapter 50 - Zoning - of The Code of the City of East Lansing to create an overlay district for building height.

18. Re-Consideration of Ordinance 1450, an Ordinance to amend Section 32-6 of Article I - In General - and Section 32-105 of Article III - Specifications for Regulated Signs - of Chapter 32 - Signs - of The Code of The City of East Lansing to amend provisions related to temporary window signs and projecting signs.

MEMO

Ordinance 1450

DDA Referral Letter

19. Consideration of an application from 6210 Abbot Road, LLC for a modification to an approved site plan for the property at 6210 Abbot Road (Gaslight Village) to develop 18 four-bedroom duplex units and four detached single-family units. The property is zoned RM-8, Planned Unit Development.

MEMO

Referral Letter

Staff Report

Art Review

Building Review
20. Consideration of Ordinance 1453: An Ordinance to license and regulate electric skateboard companies and their users.

Ordinance 1453

ELPD scooter memo

Scooter Feedback from Residents

University Student Commission Scooter memo

LIME public comment on East Lansing scooter regulations Jan31

DDA referral letter

Ordinance 1453 with changes from City Council

ADD ON: Bird Scooter Comments
CITY OF EAST LANSING
REGULAR COUNCIL MEETING
MINUTES
March 5, 2019

Item 1
Present: Altmann, Beier, Draheim, Meadows
Absent: Stephens

The meeting was called to order at 7:02 p.m. by Mayor Meadows. The meeting was held in Council Chambers of the 54-B District Court, 101 Linden Street, East Lansing.

Item 2
Approval of the Agenda

Moved by Draheim, seconded by Altmann to approve the agenda.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Item 3
Approval of the Minutes

Moved by Altmann, seconded by Draheim to approve the minutes from the February 26, 2019 regular meeting.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Item 4
Written Communications Received by the Council

Documentation of written communication received by council as of today’s date is in agenda packet and available to the public on Granicus system on City website www.cityofeastlansing.com.

Item 5
Communications from the Audience

Alice Dreger, 621 Sunset Ln, spoke in regards to Agenda Item 16.

Item 6
City Manager’s Report

City Manager George Lahanas:
• Introduced two Humphrey fellows, Aruna Badoo and Michael Ajayi, and requested a closed session to discuss strategy connected with the negotiation of the collective bargaining agreement with all City unions.

Item 7
Communications from the Mayor and Councilmembers

Mayor Pro Tem Altmann
• Reminded the public that Blue Owl Coffee is open and talked about downtown business.
Councilmember Draheim
- None

Councilmember Beier
- None

Mayor Meadows
- Talked about downtown business.

Councilmember Stephens
- Absent

Item 8

City Attorney's Report

City Attorney Tom Yeadon:
- None

Items 9-16

Consent Agenda

9. Approve the following appointments or re-appointments to Boards or Commissions:
   a. Michael Krueger to the Downtown Development Authority for a partial term ending June
      30, 2019.
   b. Michael Krueger to the Brownfield Redevelopment Authority for a partial term ending
      June 30, 2019.
   c. Cory Quinn to the Downtown Management Board for a partial term ending December 31,
      2022.

10. Approve a Contract with MCSA Group, Inc. in the amount of $64,844 for design and
    engineering services associated with the extension of the Northern Tier Trail through White
    Park and enhancement of the park's natural features.

11. Approve a contract for the Parking Office and Maintenance Shop build-out in the Center City
    Parking Garage, with Laux Construction in the amount of $247,643.00, and furthermore,
    allocate $24,765.00, for a project contingency.

12. Approve a change order for the Parking Access and Revenue Control System (PARCS)
    contract with Harvey Electronics & Radio LLC in the amount of $58,333.33 for purposes of
    relocation and installation of control center equipment for the Parking office.

13. Introduce and set for the Business Agenda on April 9, 2019, Ordinance 1454, an Ordinance to
    incorporate the Landlord and Tenant Relations Act into the Property Maintenance Code.

14. Approve the MDOT Performance Resolution for Governmental Agencies in regards to the
    Michigan Avenue and Harrison Road Sewer Improvements Project.

15. Approve a permanent easement for the proposed traffic signal at the intersection of Coolidge
    Road and Coleman Road for the purpose of allowing access for the placement and
maintenance of traffic signal equipment and authorize the Mayor and City Clerk to execute and record the permanent easement.

16. Approve a Purchase Agreement with Kodiak Landarc, LLC in the amount of $1,000,900 for 6.4 acres of land at the former Department of Public Works site at Merritt and Park Lake Roads.

Councilmember Draheim proposed moving Agenda Item 17 to the business agenda.

Moved by Draheim, seconded by Altmann to approve the consent agenda.

ALL YEAS
ONE ABSENT
MOTION CARRIED

CITY OF EAST LANSING ORDINANCE NO. ___

AN ORDINANCE TO AMEND ARTICLE III - PROPERTY MAINTENANCE CODE - OF CHAPTER 6 - BUILDING AND BUILDING REGULATIONS - OF THE CODE OF THE CITY OF EAST LANSING BY MAKING FURTHER LOCAL CHANGES TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2006 EDITION, KNOWN AS THE PROPERTY MAINTENANCE CODE OF THE CITY OF EAST LANSING, AS ADOPTED AT § 6-171 AND AMENDED BY SECTION 6-175 BY AMENDING SECTIONS 202, 1008.2, 1008.3 AND 1009.1 TO INCORPORATE VIOLATIONS OF THE LANDLORD AND TENANT RELATIONS ACT INTO THE PROPERTY MAINTENANCE CODE AND PRESCRIBE PENALTIES FOR VIOLATIONS AS WELL AS ALLOW THE CHIEF CODE OFFICIAL TO APPEAL LICENSE SANCTIONS.

THE CITY OF EAST LANSING ORDAINS:

The International property Maintenance Code, 2006 Ed, as adopted by § 6-171 and amended by §6-175 of Article III of Chapter 6 of the Code of the City of East Lansing is hereby further amended by amending Sections 202, 1008.2, 1008.3 and 1009.1 to read as follows:

202 General definitions, amended to add and delete the following definitions:

All trades inspection. An inspection by an electrical, plumbing, building, mechanical and fire inspector, or any combination thereof, as determined by the chief code official.

Chief code official. That person designated by the city manager to direct and supervise the code officials or his or her designee in the particular instance.

Child care. A person provides child care as that term is used in this code when they devote at least 20 scheduled hours per week for at least 42 weeks per year to the supervision and care of a person or persons who are either under the age of 14 or who have a mental or physical disability that requires care or supervision past the age of 14.

Code official. The Chief Code Official or that person or persons designated by the Chief Code Official to enforce the provisions of the Property Maintenance Code of the City of East Lansing or to perform the duties of the Chief Code Official in the particular instance.

Department. The department of planning, building and development.
Guest. Any person who occupies a room for living or sleeping purposes without consideration and for no longer than 30 consecutive days, no more than 60 days in a year; except that for dwellings not required to be licensed pursuant to chapter 10, "guest" means a person who occupies a room for living or sleeping purposes in a dwelling unit with the owner or owner's family residing therein without consideration.


Initial rental unit license. Any rental unit license issued to the owner of a rental unit other than a renewal license of the same or lesser classification or a reissued expired license of the same or lesser classification where the application for reissuance is made within one year of expiration. A license of lesser classification is any license with a lower Roman numeral.

Inspector or City Inspector. That person or persons designated by the Chief Code Official to perform inspections.


International Zoning Code or Zoning Code. The zoning provisions of the Code of the City of East Lansing or any successor code enforced by the City of East Lansing.

Legal agent. The person authorized by the owner of a rental unit to act in the place of the owner in all respects including the responsibility for code violations and compliance with sanctions and to represent the owner relative to all the requirements of this code and other appropriate chapters of the City Code.


Medically prescribed care. A person provides medically prescribed care as that phrase is used in this Code when they devote at least 20 scheduled hours per week to the medical care of a person pursuant to a valid prescription.

Nonhabitable. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and any other space which does not meet the minimum requirements for habitable space as set forth in this code.

Occupiable space. Hallways, corridors, laundry areas, bathrooms, toilet rooms, and finished basement rooms.

Occupy. Live, sleep or have possession of a space in a building other than as a guest.
Owner. A person who alone or jointly with others shall have a freehold or lesser estate for a term of more than ten years in, or a land contract vendee's interest in, any premises, dwelling unit, with or without accompanying actual possession thereof, or, for purposes of sanctions pursuant to chapter 10, the individual members or occupants of any fraternity or sorority owned by a corporate fraternal or sorority organization.

Rental unit. Any dwelling occupied or offered for occupancy by any person other than the owner, owner's family or guest as defined in this article.

Rubbish. Combustible and noncombustible waste materials and nonusable appliances, except garbage: the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Strict Liability Offense. (Deleted.)

Tenant. A person, corporation, partnership or group whether or not the legal owner of record occupying a building or portion thereof as a unit except in chapter 10 where it shall mean a person who is not the owner who occupies a dwelling unit.

Terms and conditions. Restrictions placed on a rental license to specify requirements in addition to those contained in this code.

1008.2 Bases for imposition of terms and conditions. The chief code official shall refer any rental unit license to the housing commission for consideration of the imposition of terms and conditions for any of the following reasons, unless the chief code official and owner or owner's legal agent stipulate to the imposition of terms and conditions designed to correct the specific problems which would require imposition of terms and conditions, and the commission agrees to the stipulation:

(1) The owner, occupants, and/or their guest on five or more separate occasions within a period of 12 months from August 15 to August 14 the following year or, for class VI licenses, within any 12-month period, have violated and been issued court appearance tickets, complaints, or citations for any state law or local ordinance on the licensed premises unless the owner or person acting on behalf of the owner was the part reporting the violation or, unless the owner or owner's legal agent has evicted the tenants.

(2) The owner, occupants, and/or their guests on two or more separate occasions within a period of 12 months from August 15 to August 14 the following year, or for class VI licenses, within any 12-month period, have violated and been issued court appearance tickets, criminal or civil complaints, or citation for any of the following statutes or ordinances on the licensed premises, unless the owner or person acting on behalf of the owner was the party reporting the violation or unless the owner or owner's legal agent has commenced eviction proceedings against the tenants:

(a) Nuisance party violation contrary to City Code section 26-141;

(b) Party bill violation contrary to City Code section 26-111;

(c) Noise violation contrary to City Code section 26-81(c);
(d) Unlawful discharge of a firearm contrary to City Code section 26-52(3) or state statute;

(e) Public disturbance, fight, or brawl contrary to City Code section 26-52(9);

(f) Operation of establishment for prostitution, illegal sale of intoxicating liquor or controlled substances, gambling, or other illegal business or occupation contrary to City Code section 26-52(13);

(g) Assault of a police officer or firefighter contrary to City Code section 26-52(18);

(h) Violation of the maximum occupancy, overcrowding, or illegal use of space provisions of the City Code;

(i) Violations of section 1010.5 (failure to correct violations).


(3) The owner, occupants, and/or their guests on three or more separate occasions, or on two separate occasions in combination with any one or more of those offenses listed in subsection (2) within a period of 12 months from August 15 to August 14 the following year, or for class VI licenses, within any 12-month period, have violated and been issued court appearance tickets or citations for noise violations on the licensed premises contrary to City Code section 26-81(b), unless the owner or person acting on behalf of the owner was the party reporting the violation or unless the owner or owner's legal agent has commenced eviction proceedings or otherwise removed the tenants.

(4) Failure by the chief code official to resolve repeated conflicts involving neighbors and public nuisance allegations through voluntary cooperative agreements between any complainant, property owner, or group of tenants.

(5) Terms and conditions stipulated to by the owner or owner's legal agent and chief code official have been violated.

1008.3 Bases for rental license suspension. The chief code official shall refer any license to the housing commission for the suspension of a rental unit license for any of the following reasons:

(1) One or more additional bases exist for terms and conditions within 12 months of license sanctions being imposed where the terms and conditions had not been stipulated to by the owner or owner's legal agent and the chief code official and the owner has not taken appropriate corrective action.

(2) An adjudication by the district court that the owner, owner's legal agent, or person acting on behalf of the owner has:

(a) Violated the maximum occupancy provisions of the City Code;

(b) Illegally used or allowed the illegal use of non-habitable or nonoccupiable space;

(c) Illegally converted space to occupiable or habitable use;

(d) Violated the provisions of section 1010.6 (coercive conduct) or section 1010.2 (occupancy without a license).
(e) Violated the Landlord and Tenant Relationships Act. Any suspension imposed for a
violation of this provision shall not begin until the end of the current lease.

(3) Failure of the owner to comply with terms and conditions where the terms and conditions had
not been stipulated to by the owner or owner's legal agent and the chief code official.

(4) A violation of section 102.6(2)(c) where the owner or owner's agent encourages a tenant to
refuse entry to an inspector or where an owner refuses entry.

(5) Provisions of an approved site plan, special use permit, parking exception, or conditions of a
building or zoning variance, if any, are not complied with, and the owner has not taken
appropriate corrective action.

1009.1 Council appeal and review hearings; time limits.

(1) Any owner or legal agent may appeal a rental unit license suspension, summary suspension,
revocation or emergency rental unit license suspension order of the commission to the city
council in writing within 30 days after the issuance or affirmation of the order is mailed to the
owner or owner's legal agent. The Chief Code Official may appeal a denial or order of a rental
unit license suspension, summary suspension, revocation or emergency rental unit license
suspension order within 30 days after the decision by the Housing Commission. Within 35 days
after receipt of an appeal, or in the event of an emergency rental unit license suspension, within ten
days after the receipt of an appeal, the city council shall schedule and conduct a hearing to review
the decision of the commission.

(2) Within 35 days of the housing commission review hearing on an initial license application or
change in classification, the city council shall schedule and conduct a review hearing.

<table>
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<th>Items 17-20</th>
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| 17. Introduce and set a public hearing for April 9, 2019 to consider Ordinance 1449, an ordinance
to add Division 8 - Building Height Overlay District - and Sections 50-805 and 50-806 to
Article VII - Other Districts - of Chapter 50 - Zoning - of The Code of the City of East
Lansing to create an overlay district for building height. | |

Moved by Beier, seconded by Altmann to approve the introduction and setting of a public hearing for
April 9, 2019 to consider Ordinance 1449.

Moved by Draheim, seconded by Beier to amend the date to May 28, 2019.

ONE YEA: DRAHEIM
THREE NAYS: ALTMANN, BIEER, MEADOWS
ONE ABSENT
MOTION FAILED

THREE YEAS: ALTMANN, BIEER, MEADOWS ON ORIGINAL MOTION
ONE NAY: DRAHEIM
ONE ABSENT
MOTION CARRIED

ORDINANCE NO. 1449
AN ORDINANCE TO ADD DIVISION 8 - BUILDING HEIGHT OVERLAY DISTRICT - AND SECTIONS 50-805 AND 50-806 TO ARTICLE VII - OTHER DISTRICTS - OF CHAPTER 50 - ZONING - OF THE CODE OF THE CITY OF EAST LANSING TO CREATE AN OVERLAY DISTRICT FOR BUILDING HEIGHT

THE CITY OF EAST LANSING ORDAINS:

Division 8 - Building Height Overlay District - and Sections 50-805 and 50-806 are hereby added to Article VII of Chapter 50 of the Code of the City of East Lansing to read as follows:

Division 8. Building Height Overlay District.

Sec. 50-805. Building Height Overlay District.

In order to achieve the land management objective of allowing building heights in excess of 140 feet within the city while, at the same time, concentrating them in areas within the city most appropriate for buildings of this expanded height while minimizing the impact on neighboring properties, especially residential neighborhoods, there is hereby created a Building Height Overlay District which shall include the following properties:

1. Those properties between Abbot Road and the alley immediately to the West of Abbot Road that lie South of City Parking Lot #15 and North of the realigned Albert Road.

2. Those properties South of Albert Avenue and North of Grand River Avenue lying West of Bailey Street and East of Evergreen Road.

Sec. 50-806. Building Height.

Notwithstanding any other restriction on building height to the contrary, a building within the overlay district established by this division may be permitted to be constructed to a maximum building height of 160 feet if the building would otherwise be eligible to be built to a maximum building height of 140 feet pursuant to the standards set forth in Sec. 50-593(f) and Council determines that the additional height conforms to the standards for approval of special use permits in the particular situation.

18. Re-Consideration of Ordinance 1450, an Ordinance to amend Section 32-6 of Article I - In General - and Section 32-105 of Article III - Specifications for Regulated Signs - of Chapter 32 - Signs - of The Code of The City of East Lansing to amend provisions related to temporary window signs and projecting signs.

David Haywood, Planning & Zoning Administrator, introduced Ordinance 1450 and answered questions from Council.

Moved by Beier, seconded by Altmann to approve Ordinance 1450.

Mayor Meadows offered the following amendment:

(2) Projecting street signs. Along streets within the D.D.A. district, one projecting sign shall be permitted for each commercial premises having frontage on the street. Commercial premises having frontage on two streets shall be permitted two projecting signs. Each projecting sign shall
be no larger than eight square feet per side, no wider than 12 inches between sign faces, directly or indirectly illuminated. Such signs may project no more than 48 inches beyond any vertical surface of the building which supports it. Signs shall be located within the sign band no closer than ten five three feet from the edge of that portion of the building which the commercial premises occupies. Signs may be closer to the edge of that portion of the building which the commercial premises occupied, provided authorization is granted by the property owner of the adjacent property. The bottom of the sign shall be a minimum of eight feet above grade.

Moved by Beier, seconded by Draheim to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Meadows offered the following amendment:

n. Temporary window signs located within a construction zone. Surface display area shall not be limited for temporary window signs. There shall be no limit to the number of temporary window signs displayed. No temporary window sign shall be permitted for more than 30 days after issuance of certificate of occupancy.

Moved by Altmann, seconded by Beier to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

ALL YEAS ON ORIGINAL MOTION
ONE ABSENT
MOTION CARRIED

CITY OF EAST LANSING


THE CITY OF EAST LANSING ORDAINS:

Sections 32-6 and 32-105 of Chapter 32 – Signs – of the Code of the City of East Lansing are hereby amended to read as follows:

Sec. 32-6. - Signs not requiring a permit.

The following signs shall be excluded from the requirements of this chapter and shall not require annual licenses or permits for construction. Signs regulated under this section shall not be counted towards the total sign area permitted on any premises.

(a) Any sign, traffic signal, or warning device erected or displayed by any public agency.
(b) Vehicle-mounted signs which are either painted or permanently attached to a vehicle, provided the vehicle is capable of being legally driven on public streets and may be parked in any one location for no more than ten hours.

(c) Signs or tablets when cut into a masonry surface or when constructed of bronze or other incombustible material and made an integral part of the building.

(d) Seasonal decorations and signs placed in the public right-of-way, provided the dates and locations of placement shall be approved by the city manager.

(e) Signs within parking and access facilities having a surface display area not more than three square feet and not exceeding five feet in height.

(f) Signs not exceeding one square foot in surface display area and not exceeding three feet in height in the front of and facing parking spaces.

(g) One double-faced freestanding or wall sign located within a construction zone, with a maximum limit of two signs per premises, subject to the following restrictions:

   a. Signs shall be no more than five feet in height.

   b. Signs shall not exceed 50 square feet in surface display area and shall be set back at least one foot from the nearest property line.

   c. No sign shall be permitted in any district for more than 30 days after issuance of certificate of occupancy.

(h) Yard signs not exceeding three and one half feet in height or 24 square feet in surface display area per sign or 72 square feet aggregate surface display area for all such signs in residential areas.

(i) One freestanding yard sign in a commercial zoning districts that does not exceed 15 square feet in surface display area per face, nor exceed 14 feet in height, and is set back at least 25 feet from the nearest existing or future curbline, or in the absence of the curbs, 25 feet from the nearest edge of the pavement. There shall be a limit of one, double-faced sign per property.

(j) Signs maintained, established, or required by any federal, state or local agency, by a political subdivision of the State of Michigan, or by any state or local building code.

(k) A single, portable, non-illuminated A-frame sign, displayed by a business only during the hours in which the business is open to the public and located with the sign facing the dominant pedestrian travel patterns; and which is no taller than four feet in height, no more than six square feet in each surface display area; and that does not decrease the width of the walkway to less than five feet unobstructed pathway. Any business located along a state highway must comply with state right-of-way restrictions.

(l) A wall sign, not to exceed one square foot in size and not directly or indirectly illuminated in a single-family residential neighborhood.

(m) Tourist-oriented directional signs provided such signs are otherwise permitted by the Michigan Department of Transportation pursuant to PA 299 of 1996, as amended.
n. Temporary window signs located within a construction zone. Surface display area shall not be limited for temporary window signs. There shall be no limit to the number of temporary window signs displayed. No temporary window sign shall be permitted for more than 30 days after issuance of certificate of occupancy.

Sec. 32-105. - Signs permitted for commercial premises, office and professional premises, or located within the D.D.A. district.

(a) On all premises used or occupied for commercial purposes there shall be permitted the following signs:

(1) Wall signs. One or more on-premises wall signs, directly or indirectly illuminated with an aggregate surface display area not to exceed two square feet per lineal foot of exposed wall surface fronting a public street, alley, or parking area. No wall sign shall be placed closer than 12 inches to the side of the building line or leased space line. No one sign shall be greater than 120 square feet in surface display area. Signs may have visible moving parts, visible revolving parts, or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, including intermittent electrical pulsations, or by action of normal wind currents.

(2) Window signs. On-premises window signs shall be permitted if the surface display area of all window signage does not exceed 25 percent of the glass surface area per framed window.

(3) Ground signs. One ground sign, directly or indirectly illuminated, shall be permitted for those premises having at least 100 feet of major street frontage. Corner premises shall be permitted one ground, on-premises sign on each major street frontage of more than 100 feet. These signs will have a Height:Set back:Surface display area ratio of 1:5:10. For every foot setback from the minimum, the overall height would be five times the setback, and the surface display area would be ten times the setback. The minimum allowed would be tenfoot setback from the curbline, two feet in height and a surface display area of 20 square feet. The maximum allowed would be 50-foot setback from the curbline, ten feet in height, and a 100 square-foot surface display area.

(4) Pole signs. One on-premises, pole sign, directly or indirectly illuminated, shall be permitted for those premises having at least 100 feet of major street frontage. Corner premises shall be permitted one pole, on-premises sign on each major street frontage of more than 100 feet. Such signs shall not be more than 14 feet in height, and, if more than five feet in height, must have at least seven feet of clearance. Such signs may be multifaced, but shall not exceed 50 square feet in surface display area per face, and shall be set back 25 feet from the nearest existing curbline, or, in the absence of curbs, 25 feet from the nearest edge of pavement. An increase in one square foot of surface display area and decrease of 1.25 inches in clearance will be allowed for every one foot additional setback, to a maximum of 50-foot setback, 14 feet in overall height, five-foot clearance, and 75 square feet in surface display area.

(5) Joint signs. A commercial premises, which is not permitted a freestanding sign under the provisions of subsection (a)(3) of this section because of inadequate frontage on a major street, may apply for and obtain a joint license for said sign jointly with one or more adjacent commercial premises so long as the aggregate frontage of all joint
applicants exceeds 100 feet of frontage on a major street. In such event, no more than one
ground or pole sign shall be permitted for the aggregate frontage of all joint applicants
nor may such applicants join in more than one application for a sign license.

(6) Signs adjacent to entrances and exits. Each premises shall be permitted one sign
located immediately adjacent to each exit, entrance, or change of direction of vehicular or
pedestrian travel. The sign shall not exceed five feet in height and shall not exceed four
square feet in surface display area. The sign may be directly or indirectly illuminated.

(7) Awning signs. One or more indirectly illuminated awning signs may be located on an
awning which projects over a public sidewalk provided that such awnings shall not
extend more than eight feet over the public right-of-way nor be closer than three feet to
the curb line. The aggregate surface display area of awning signs and wall signs shall not
exceed two square feet per lineal foot of exposed exterior wall surface fronting a major
street, alley, or parking area. No awning sign shall be placed closer than 12 inches to the
side building line or leased space line.

(8) Marquee signs. Upon approval of city council, one or more directly or indirectly
illuminated marquee signs may be located on a marquee which projects over public
property. The aggregate surface display area of marquee signs and wall signs shall not
exceed two square feet per lineal foot of exposed exterior wall surface fronting a major
street, alley, or parking area. The horizontal clearance between a marquee sign and the
curbline shall not be less than two feet nor may the sign project more than 12 inches
beyond any vertical surface of the marquee which supports it.

(9) Banners.

a. For all commercial premises with a permanent address, one banner up to eight
square feet in area shall be allowed for up to ten consecutive days three times
within a 12-month period for a fee to be established by resolution of city council
upon application to the director of the department of planning, building, and
development, or his or her designee. At the end of the ten-day period, the banner
must be removed for a minimum of ten days.

b. Those commercial premises within the downtown development district with a
permanent address shall be permitted to apply to the downtown development
authority for the right to display up to a 50-square foot banner for up to 30 days
each year.

c. Banners for all commercial, office and professional premises may be permitted
on buildings four stories or taller. They shall not exceed 40 feet in length or 120
square feet in size. For buildings that are three stories or less, the banners shall
not exceed 75 percent of the height of the building and shall not be greater than
75 square feet in size. The initial permit and license will be issued for a one-year
period. After such time, the owner must apply for a permanent sign and the
banner must be removed. If the building is fully leased or all condominiums are
sold before such time, the banner must be removed.

(10) Electronic display signs shall be permitted in all commercial districts. The
illumination of the sign shall be limited to an average of 2,000 nits, during daylight hours
and shall be reduced to a maximum of 500 nits from a half hour before sunset to a half hour after sunrise as measured from the sign's face at maximum brightness. The message on the sign shall change no more than once per day.

(11) A single, portable, non-illuminated A-frame sign, which is no taller than four feet in height, no more than six square feet in each surface display area; and that does not decrease the width of the walkway to less than five feet unobstructed pathway. Any business located along a state highway must comply with state right-of-way restrictions.

(b) On all premises used or occupied for professional or business offices, there shall be permitted one directly or indirectly illuminated ground sign where there is at least 50 feet or more of frontage on a major street. The sign may not exceed five feet in height and must be set back 25 feet from the nearest existing curb or future curb-line, or, in the absence of curbs, 25 feet from edge of pavement. Such signs may be multi-faced, and may not exceed 20 square feet in surface display area per face. Buildings containing one or more business or professional office shall be permitted one additional sign. Such signs must be located on the first floor of the building. The sign may be five square feet per tenant; provided, however, in no circumstance shall the sign exceed one square foot per lineal foot of building on the street.

(c) For all commercial premises located within the downtown development authority (D.D.A.) district, there shall be permitted the following additional signs:

(1) Projecting alley signs. Along alleys within the D.D.A. district, one projecting sign shall be permitted for each commercial premises having frontage on the alley. Each projecting sign shall be no larger than six square feet, directly or indirectly illuminated. Such signs may project no more than four feet from the building and no more than 12 inches into the alley right-of-way. In those alleys where vehicular traffic is prohibited, the bottom of the sign shall be a minimum of eight feet above grade. In all other locations, the bottom of the sign must be at least 14 feet above grade.

(2) Projecting street signs. Along streets within the D.D.A. district, one projecting sign shall be permitted for each commercial premises having frontage on the street. Commercial premises having frontage on two streets shall be permitted two projecting signs. Each projecting sign shall be no larger than eight square feet per side, no wider than 12 inches between sign faces, directly or indirectly illuminated. Such signs may project no more than 48 inches beyond any vertical surface of the building which supports it. Signs shall be located within the sign band no closer than ten-five three feet from the edge of that portion of the building which the commercial premises occupies. Signs may be closer to the edge of that portion of the building which the commercial premises occupied, provided authorization is granted by the property owner of the adjacent property. The bottom of the sign shall be a minimum of eight feet above grade.

19. Consideration of an application from 6210 Abbot Road, LLC for a modification to an approved site plan for the property at 6210 Abbot Road (Gaslight Village) to develop 18 four-bedroom duplex units and four detached single-family units. The property is zoned RM-8, Planned Unit Development.

Mr. Haywood introduced the application and answered questions from Council.

Moved by Draheim, seconded by Altmann to approve the application.
20. Consideration of Ordinance 1453: An Ordinance to license and regulate electric skateboard companies and their users.

Mr. Yeadon introduced Ordinance 1453 and answered questions from Council.

Moved by Altmann, seconded by Beier to approve Ordinance 1453 with changes from City Council.

Councilmember Beier offered the following amendment:

Sec. 8-606. License issuance, fees.

The city clerk is hereby authorized to grant licenses described in this Article. All licenses are annual unless suspended or revoked earlier as provided in section 8-67. A non-refundable annual license fee must be paid for a license; the annual fee for the first year this ordinance goes into effect is One Thousand Dollars ($1,000.00) Two Thousand and Five Hundred Dollars ($2,500) and hereafter shall be as established by the budget resolution of city council. An additional daily fee for each electric skateboard that is available to the public in the city each day must be paid to the city on a monthly basis; the daily fee for the first year this ordinance goes into effect is Ten Cents ($.10) per ride that originates in the city, per day, and hereafter shall be set by budget resolution of city council. An additional fee in the amount of One hundred Dollars ($100.00) shall be paid to the City each month for each electric skateboard which has remained impounded by the City for more than 30 days after notice has been sent to the company notifying them of the impoundment.

Moved by Beier, seconded by Altmann to approve the amendment.

ALL YEAES
ONE ABSENT
MOTION CARRIED

Councilmember Beier offered the following amendment:

Sec. 8-615. – Parking and operation in the city right-of-way; Restrictions.

(6) Electric skateboards in the City shall be configured such so that their maximum speed is 10 mph.

Councilmember Beier accepted the following friendly amendment:

Sec. 8-615. – Parking and operation in the city right-of-way; Restrictions.

(5) Electric skateboards in the City shall be configured such so that their maximum speed is 10 mph.

(6) A person who violates this section is responsible for a civil infraction.
Sec. 8-610. Conduct of Licensee

(15) Electric skateboards in the City shall be configured such so that their maximum speed is 10 mph.

Councilmember Beier retracted her amendments.

Councilmember Beier offered the following amendment:

Sec. 8-615. – Parking and operation in the city right-of-way; Restrictions.

(5) While on sidewalks within the City, electric skateboards shall be driven at no more than 10 mph.

(6) A person who violates this section is responsible for a civil infraction.

Police Chief Larry Sparkes answered questions from Council.

Moved by Beier, seconded by Draheim to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Councilmember Beier offered the following amendment:

Sec. 8-610. Conduct of Licensee.

(15) The City reserves the right to restrict the number of electric skateboards provided by any licensee.

Councilmember Beier accepted the following friendly amendment:

Sec. 8-610. Conduct of Licensee.

(15) The City reserves the right to restrict the number of electric skateboards deployed in the City by any licensee.

Moved by Beier, seconded Draheim by to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Pro Tem Altmann proposed an amendment that all references to “scooter” be replaced with “skateboard”.

Moved by Altmann, seconded by Draheim to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Pro Tem Altmann proposed the following amendment:

Sec. 8-606. License issuance, fees.

The city clerk is hereby authorized to grant licenses described in this Article. All licenses are annual unless suspended or revoked earlier as provided in section 8-67. A non-refundable annual license fee must be paid for a license; the annual fee for the first year this ordinance goes into effect is One Thousand Dollars ($1,000.00) and hereafter shall be as established by the budget resolution of city council. An additional **daily per ride** fee for each electric skateboard that is available to the public in the city each day must be paid to the city on a monthly basis; the **daily fee** for the first year this ordinance goes into effect is Ten Cents ($.10) per ride that originates in the city, **per day**, and hereafter shall be set by budget resolution of city council. An additional fee in the amount of One hundred Dollars ($100.00) shall be paid to the City each month for each electric skateboard which has remained impounded by the City for more than 30 days after notice has been sent to the company notifying them of the impoundment.

Moved by Altmann, seconded by Draheim to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Pro Tem Altmann proposed the following amendment:

Sec. 8-610. Conduct of Licensee.

(7) Implement a **marketing plan** at the person or entity's own cost to educate electric skateboard users about the rights of pedestrians, including those with disabilities, to travel unimpeded by electric skateboards, whether in use or parked;

Mayor Pro Tem Altmann accepted the following friendly amendment:

Sec. 8-610. Conduct of Licensee.

(8) Implement a **marketing plan** at the person or entity's own cost to educate electric skateboard users about the rights of pedestrians, including those with disabilities, to travel unimpeded by electric skateboards, whether in use or parked;

(9) Indemnify, defend, and hold harmless the city against any and all liability, actions, or claims resulting from the conduct or operations related to electric scooters by any person or entity;

(10) Maintain insurance providing liability coverage in an amount not less than $500,000 per incident and $1,000,000 aggregate; and

(11) Share identified usage data, as more fully described in section 8-612, with the city.

(12) Deploy electric skateboards only in areas so designated by the city;
(13) Remove all electric skateboards from the public rights-of-way within the city between the hours of 3:00 a.m. and 6:00 a.m. each day.

(14) Remove all electric skateboards from the public rights-of-way within the city by December 15th each year and deploy electric skateboards no earlier than March 15th each year.

(15) Remove all electric skateboards from the public rights-of-way within the city when snow/ice or other weather conditions have caused the City Manager to close the City's streets pursuant to Sec. 38-43 of the City Code.

Moved by Altmann, seconded by Draheim to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Councilmember Draheim proposed the following amendment:

Sec. 8-610. Conduct of Licensee.

(8) Implement a marketing plan at the person or entity's own cost to educate electric skateboard users about:

(a) the rights of pedestrians, including those with disabilities, to travel unimpeded by electric skateboards, whether in use or parked

(b) permissible parking locations, speed limits, safety equipment requirements, and general courtesy;

Moved by Draheim, seconded by Beier to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Pro Tem Altmann proposed the following amendment:

Sec. 8-610. Conduct of Licensee.

(15) Remove all electric skateboards from the public rights-of-way within the city when snow/ice or other weather conditions have caused the City Manager to close the City's streets pursuant to Sec. 38-43 of the City Code. require removal for purposes reasonably related to city operations such as plowing and maintenance of streets and sidewalks and access to public facilities, as determined by the City Manager.

Moved by Altmann, seconded by Meadows to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED
Mayor Pro Tem Altmann proposed the following amendment:

Sec. 8-610. Conduct of Licensee.

(14) Remove all electric skateboards from the public rights-of-way within the city by December 15th each year and deploy electric skateboards no earlier than March 15th each year.

Moved by Altmann, seconded by Meadows to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Pro Tem Altmann proposed the following amendment:

Sec. 8-610. Conduct of Licensee.

(13) Remove all electric skateboards from the public rights-of-way within the city between the hours of 3:00 a.m. and 6:00 a.m. each day.

Moved by Altmann, seconded by Draheim to approve the amendment.

TWO YEAS: ALTMANN, DRAHEIM
TWO NAYS: BEIER, MEADOWS
ONE ABSENT
MOTION FAILED

Mayor Pro Tem Altmann proposed the following amendment:

Sec. 8-610. Conduct of Licensee.

(16) Remove all electric skateboards from the public-rights-of-way within the city when damaged, in low battery state, or when blocking the public-right-of-way.

Moved by Altmann, seconded by Meadows to approve the amendment.

Mayor Pro Tem Altmann accepted the following friendly amendment:

(3) Respond to requests from any person or entity for rebalancing, reports of incorrectly parked electric skateboards, or reports of unsafe/inoperable electric skateboards, damaged, in low battery state, or when blocking the public-right-of-way by relocating, re-parking, or removing the electric skateboard, as appropriate, within 2 hours of receiving notice;

ALL YEAS
ONE ABSENT
MOTION CARRIED

Mayor Pro Tem Altmann proposed the following amendment:
Sec. 8-612. Reporting Requirements.

(j) Records of any accidents or crashes involving operators users of electric skateboards.

DIVISION 4. CONDUCT OF ELECTRIC SKATEBOARD OPERATORS- USERS.

Sec. 8-615. – Parking and operation in the city right-of-way; Restrictions.

In addition to the restrictions on parking and operation of electric skateboards found in the Michigan Motor Vehicle Code and the Uniform Traffic Code, electric skateboard operators users are subject to the following restrictions:

Moved by Altmann, seconded by Meadows to approve the amendment.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Councilmember Draheim proposed the following amendment:

Sec. 8-606. License issuance, fees.

The city clerk is hereby authorized to grant licenses described in this Article. All licenses are annual unless suspended or revoked earlier as provided in section 8-67. A non-refundable annual license fee must be paid for a license; the annual fee for the first year this ordinance goes into effect is One Thousand Dollars ($1,000.00) and hereafter shall be as established by the budget resolution of city council. An additional daily fee for each electric skateboard that is available to the public in the city each day must be paid to the city on a monthly basis; the daily fee for the first year this ordinance goes into effect is Ten Cents ($.10) per ride that originates in the city, per day, and hereafter shall be set by budget resolution of city council. An additional fee in the amount of One hundred Dollars ($100.00) shall be paid to the City each month for each electric skateboard which has remained impounded by the City for more than 30 days after notice has been sent to the company notifying them of the impoundment. After offsetting costs related to the permit process and enforcement of operational and parking restrictions, all fees collected under this section shall be allocated to fund programs consistent with the city’s “complete street policy” set forth in the Strategic Priorities established by City Council, so as to maintain and expand the city’s infrastructure and rights-of-way utilized by electric skateboards.

Moved by Draheim, seconded by Altmann to approve the amendment.

THREE YEAS: BEIER, DRAHEIM, MEADOWS
ONE NAY: ALTMANN
ONE ABSENT
MOTION CARRIED

Mayor Meadows proposed the following amendment:

Sec. 8-615. – Parking and operation in the city right-of-way; Restrictions.

(1) Electric skateboards shall be parked upright on hard surfaces on the sidewalk but only if at least five linear feet of unobstructed sidewalk is preserved for safe pedestrian travel and where designated if at all by the City Manager through an administrative order approved by Council.
Moved by Meadows, seconded by Beier to approve the amendment.

THREE YEAS: ALTMANN, BEIER, MEADOWS
ONE NAY: DRAHEIM
ONE ABSENT
MOTION CARRIED

ALL YEAS ON ORIGINAL MOTION
ONE ABSENT
MOTION CARRIED

CITY OF EAST LANSING ORDINANCE NO. 1453

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF EAST LANSING BY ADDING
ARTICLE X – ELECTRIC SKATEBOARD COMPANIES - AND DIVISIONS 1 THROUGH 4
AND SECTIONS 8-601, 8-605, 8-606, 8-610, 8-611, 8-612 AND 8-615 TO CHAPTER 8 -
BUSINESSES - OF THE CODE OF THE CITY OF EAST LANSING.

THE CITY OF EAST LANSING ORDAINS:

Article X, Divisions 1 through 4 and Sections 8-601, 8-605, 8-606, 8-610, 8-611, 8-612 and 8-615 are
hereby added to Chapter 8 - Businesses - of the Code of the City of East Lansing to read as follows:

DIVISION 1. GENERALLY

Sec. 8-601. Definitions. The following words, terms and phrases, when used in this article, shall have the
meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of East Lansing and that area within the jurisdictional boundaries of the City
of East Lansing.

Deploy means to place, after charging or maintenance, an electric skateboard on the public right-of-ways for the purpose of customer operation.

Electric Skateboard means a wheeled device that has a floorboard designed to be stood upon
when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only
1 person at a time and has an electrical propulsion system.

An electric skateboard includes those that have handlebars and, in addition to having an electrical propulsion system, are designed to also be powered by human propulsion.

Electric Skateboard Company means a person or entity that provides, or otherwise makes available to the public, electric skateboards for use on a temporary basis for payment.

Operation of an Electric Skateboard Company within the City means having one or more electric skateboards deployed within the city for the purpose of customer operation within the city on the city’s public right-of-ways or the deployment of electric skateboards outside the city with the intent that the skateboards be operated within the city on the city’s public right-of-ways.

Secs. 8-602 to 8-604 reserved.

DIVISION 2. LICENSE ISSUANCE AND FEES

Sec. 8-605. Required; application.
(1) No person shall operate an electric skateboard company within the city without having a valid license for operation of an electric skateboard company issued by the city clerk.

(2) Application shall be made by the person or entity operating the company, annually, on forms provided by the city clerk which shall require the following:

(a) The full names and addresses of the owner or operator of the applicant;

(b) The address of the applicant’s local business office;

(c) The logo or other branding unique to the applicant that will be visible on every electric skateboard it operates or makes available;

(d) The telephone number, email address, and website that the public may contact to lodge complaints or make reports;

(e) Acknowledgment of the requirements in section 8-612;

(f) A copy of the certificate of insurance required pursuant to this Article;

Sec. 8-606. License issuance, fees.

The city clerk is hereby authorized to grant licenses described in this Article. All licenses are annual unless suspended or revoked earlier as provided in section 8-67. A non-refundable annual license fee must be paid for a license; the annual fee for the first year this ordinance goes into effect is Two Thousand Five Hundred Dollars ($2,500.00) and hereafter shall be as established by the budget resolution of city council. An additional fee for each electric skateboard that is available to the public in the city each day must be paid to the city on a monthly basis; the fee for the first year this ordinance goes into effect is Ten Cents ($.10) per ride that originates in the city and hereafter shall be set by budget resolution of city council. An additional fee in the amount of One hundred Dollars ($100.00) shall be paid to the City each month for each electric skateboard which has remained impounded by the City for more than 30 days after notice has been sent to the company notifying them of the impoundment. After offsetting costs related to the permit process and enforcement of operational and parking restrictions all fees collected under this section shall be allocated to fund programs consistent with the city’s “complete streets” policy as set forth in the strategic priorities established by city council so as to maintain and expand the city’s infrastructure and rights-of-way utilized by electric skateboards.

Secs. 8-607 to 8-609 reserved

DIVISION 3. CONDUCT OF LICENSEE, ENFORCEMENT.

Sec. 8-610. Conduct of Licensee.

Each licensee shall, as a condition of obtaining and maintaining a license, agree to comply at all times with all of the following:

(1) Provide easily visible contact information on each electric skateboard, including: a logo or other branding; a unique identification number that is visible while the electric skateboard is parked upright; and contact information for the company that is visible while the electric skateboard is parked upright, including telephone number, email address, and website;
(2) Maintain a 24-hour customer service phone number for customers and members of the public to report safety concerns, complaints, or to ask questions;

(3) Respond to requests from any person or entity for rebalancing, reports of incorrectly parked electric skateboards, or reports of unsafe/inoperable electric skateboards, damaged, in low battery state or when blocking the public right of way by relocating, reparking, or removing the electric skateboard, as appropriate, within 2 hours of receiving notice;

(4) Respond to reports from any person or entity of safety or maintenance issues with a specific device, by remotely making that electric skateboard unavailable to users in addition to removing the electric skateboard as required in this section;

(5) Ensure that any inoperable or unsafe device shall be repaired before it is put back into service;

(6) Ensure that the use policy includes clear prohibition on more than one person riding on an electric skateboard at a time;

(7) Implement a marketing and targeted community outreach plan, at the person or entity's own cost, to provide access to electric skateboard services and promote the use of electric skateboards citywide, particularly among low-income communities;

(8) Implement a plan, at a person or entity's own cost, to educate electric skateboard users about:

   (a) The rights of pedestrians, including those with disabilities, to travel unimpeded by electric skateboards, whether in use or parked;

   (b) Permissible parking locations, speed limits, safety equipment requirements and general courtesies;

(9) Indemnify, defend, and hold harmless the city against any and all liability, actions, or claims resulting from the conduct or operations related to electric skateboards by any person or entity;

(10) Maintain insurance providing liability coverage in an amount not less than $500,000 per incident and $1,000,000 aggregate;

(11) Share identified usage data, as more fully described in section 8-612, with the city.

(12) Deploy electric skateboards only in areas so designated by the city;

(13) Remove all electric skateboards from the public rights-of-way within the city between the hours of 3:00 a.m. and 6:00 a.m. each day.

(14) Remove all electric skateboards from the public rights-of-way within the city when snow/ice or other weather conditions require removal for purposes reasonably related to city operations such as plowing and maintenance of streets and sidewalks and access to public facilities, as determined by the City Manager.

(15) The city reserves the right to restrict the number of electric skateboards deployed in the city by any licensee.

Sec. 8-611. License suspension, impoundment.
(1) In addition to those acts set forth in Sec. 8-68, the failure to comply with the provisions of 8-610 or 8-612 by any licensee shall be deemed to be "cause" for a license suspension pursuant to Sec. 8-67.

(2) Any electric skateboard deployed in an area not designated for deployment by the city is subject to being impounded by the city pursuant to MCL 257.252d(1)(b).

(3) Any electric skateboard parked in an area or that is otherwise in a condition so as to be subject to removal pursuant to MCL 257.252d(1) is subject to being impounded by the city pursuant to MCL 257.252d(1).

(4) Any electric skateboard parked in any prohibited area pursuant to Section 8-615 is subject to removal and impoundment pursuant to MCL 257.252d(1).

(5) In addition to other penalties allowed by law, any electric skateboards deployed by an unlicensed company are subject to removal and impoundment.

Sec. 8-612. Reporting Requirements.

(1) Each month, a licensed company shall make available upon request the following data with the city in order to improve future operations for electric skateboards within the city:

(a) Electric skateboard utilization rates;

(b) Trip volumes, including a separate notation of the number of trips originating within the city;

(c) Trip distances and routes;

(d) Starting and stopping points for each trip;

(e) Number of electric skateboards it deployed in the city each day;

(f) Number of electric skateboards it removed from the city each day;

(g) Parking compliance rates;

(h) Any information regarding theft and vandalism of the electric skateboards;

(i) Maintenance records for any electric skateboards deployed within the city; and

(j) Records of any accidents or crashes involving users of electric skateboards.

(2) Within a reasonable time after any information supplied on a license application changes, the licensee shall provide to the city clerk the updated information.

(3) A company that violates this section is responsible for a civil infraction.

Secs. 8-613 to 8-614 reserved

DIVISION 4. CONDUCT OF ELECTRIC SKATEBOARD USERS.

Sec. 8-615. – Parking and operation in the city right-of-way; Restrictions.
In addition to the restrictions on parking and operation of electric skateboards found in the Michigan Motor Vehicle Code and the Uniform Traffic Code, electric skateboard users are subject to the following restrictions:

(1) Electric skateboards shall be parked upright on hard surfaces on the sidewalk but only if at least five linear feet of unobstructed sidewalk is preserved for safe pedestrian travel and where designated, if at all, by the city manager through an administrative order approved by council.

(2) Electric skateboards may not park in such a manner that impedes or interferes with access to or use of:

   (a) Sidewalks, crosswalks, or sidewalk ramps;
   (b) Bus stops, shelters, or waiting areas;
   (c) Loading zones or handicapped parking spaces;
   (d) Fire hydrants;
   (e) Benches;
   (f) Parking meters or pay stations;
   (g) Commercial window displays;
   (h) Access to or from any buildings;
   (i) Any bicycle racks;
   (j) Streets, driveways or alleys;

(3) Electric skateboards may not be parked in street metered vehicular parking spaces or vehicular spaces within City parking garages and surface lots.

(4) Electric skateboards may be parked on streets without sidewalks only if the roadway travel lanes and bike lanes are not impeded.

(5) While on sidewalks within the city electric skateboards shall be driven at no more than 10 miles per hour.

(6) A person who violates this section is responsible for a civil infraction.

Item 21

Executive Session

Mayor Meadows asked for a motion and a roll-call vote to enter into Executive Session for the purposes of discussing pending litigation.

Moved by Meadows, seconded by Beier to move into Executive Session.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Item 22

Adjournment
Moved by Beier, seconded by Altmann for Council to adjourn Executive Session and return to the regular session at 9:30 P.M.

ALL YEAS
ONE ABSENT
MOTION CARRIED

Without objection, the meeting was adjourned at 9:31 P.M.

__________________________  __________________________
Mark S. Meadows           Jackson Mills
Mayor                     Administrative Assistant
MEMORANDUM

TO:        George Lahanas, City Manager
FROM:      Tim Dempsey, Director – Planning, Building, and Development
DATE:      February 28, 2019
SUBJECT:   Purchase Agreement for City land

Attached with this memo is a Purchase Agreement from Kodiarc Landarc, LLC for the 6.4 acre City owned parcel at Park Lake and Merritt Roads. Jeff Yatooma, representing Kodiarc Landarc, was the winning auction bidder for this site and key terms of the offer are as follows:

- Purchase price of $1,000,900 (winning bid value) with $15,000 earnest money deposit
- 90 day due diligence period, including 45 business days to submit a site plan and special use permit for development
- Standard title, closing, and related requirements

The City had a prior purchase agreement for this same site in 2016 for $850,000. The City sold the adjoining 10 acres and former Public Works building in 2011 for $350,000.

The purchase agreement has been reviewed and approved as to form by the City Attorney. I am requesting that this item be placed on Council’s agenda at their February 28, 2019 regular meeting for approval.
January 28, 2019

To Whom It May Concern,

This letter is to confirm that Kodiak Landarc LLC and its related entities have an active depository relationship with Bank of Ann Arbor. Currently, Kodiak Landarc LLC and its related entities have combined account balances of approximately $9,000,000.00.

Should you have any further questions please do not hesitate to contact me.

Very truly yours,

Pamela Audette

Pamela Audette  
Vice President  
Private Banking  
248-283-6439
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”), is made and entered into as of the date of the last of Purchaser’s and Seller’s signature on this Agreement (the “Effective Date”), by and between Kodiak Landare, LLC, a Michigan limited liability company, or an entity to be later formed, (“Purchaser”), and the City of East Lansing (the “Seller”).

RECITALS:

A. Seller is the owner of certain real property located at Merritt Rd (Former DPW) East Lansing, MI 48823 consisting of 6.421 acres of land (the “Real Estate”). A legal description of the Real Estate shall be attached hereto by Seller as Exhibit A and made a part hereof.

B. Seller desires to sell and Purchaser desires to purchase the Real Estate and all improvements located thereon, all in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT:

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived here from, the sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer. Purchaser hereby offers and agrees to purchase the Real Estate together with all improvements, tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, and including all right, title and interest of Seller in any street, road or avenue, open or proposed, in front of or adjoining the Real Estate, or any part thereof, to the centerline thereof, all right, title and interest of the Seller to the use of any easements, reciprocal parking agreements and all water, air, riparian and mineral rights, and the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Real Estate, subject only to those easements and restrictions of record which are approved by Purchaser. All of the foregoing is sometimes hereinafter referred to as the “Subject Premises.” “Subject Premises” does not include any interest of Seller in the abutting streets or roads that exist due to Seller being a governmental entity as opposed to a property owner.

2. Acceptance. Seller hereby accepts the said Offer of the Purchaser. Such Offer and Acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.

3. Purchase Price. The purchase price for the Subject Premises is One million and Nine Hundred ($1,000,900.00) Dollars. The Purchase Price shall be paid as follows:

A. Deposit. Within five (5) business days after Purchaser’s receipt of both a fully signed purchase agreement and escrow agreement between the parties, Purchaser shall deposit
in escrow with a mutually agreeable escrow agent ("Escrow Agent"), an earnest money deposit in the amount of Fifteen Thousand 00/100 ($15,000.00), which sum shall be applied upon the Purchase Price at Closing if the transaction is consummated or delivered to Purchaser or Seller, as the circumstances warrant and as provided under the terms of this Agreement (the "Deposit").

B. **Balance.** The balance of the Purchase Price shall be paid, plus or minus closing adjustments, as the case may be, in certified, cashier's or wire transferred funds to Seller at closing in exchange for a warranty deed, prepared by Purchaser and approved by Seller, conveying fee simple, clean, and marketable title to Purchaser, free and clear of any and all liens or encumbrances subject only to those easements and restrictions of record as are agreeable to Purchaser in its sole discretion ("Warranty Deed"). Any existing land contracts and mortgages shall be discharged at closing, with Seller being responsible for any prepayment penalties thereon.

4. **Submission of Site Plan and Special Use Permit application.** Within Forty-Five (45) business days after payment of the Deposit required by this Agreement, Purchaser shall submit to the Seller a full and complete request for a site plan and special use permit approval meeting the requirements of the East Lansing City Code both with respect to document content and compliance with regard to the permitted use or uses requested ("Site Plan and Special Use Permit application"). Purchaser shall have (10) business days to correct any deficiencies in these documents upon receipt of notice of the same from Seller. Failure of Purchaser to meet the deadlines established herein, without obtaining a written extension from the Seller, which shall not be unreasonably withheld for unforeseen circumstances, shall constitute a breach of this Agreement entitling Seller to terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 13.

5. **Evidence of Title.**

A. **Title Commitment.** As evidence of Title, within seven (7) business days after the Effective Date, Seller shall request a Title commitment for an ALTA fee owner's policy of title insurance to be issued at closing (or as soon as possible thereafter), together with legible copies of all items of record, in the amount of the total Purchase Price (the "Title Commitment"), which Title Commitment shall be issued by a mutually agreeable title company ("Title Company"), the same to bear a date later than the date hereof, wherein the Title Company shall agree to insure the title in the condition required hereunder as clean and marketable title. Seller shall deliver to Purchaser the Title commitment within five (5) business days after receipt of the same. Purchaser shall, at the time of closing, receive a Policy of Title Insurance from the Title Company pursuant to said Title Commitment. The cost of the Title Insurance Policy, together with any endorsements, shall be paid for by Seller. In addition, Seller shall pay, if any, all state and county transfer taxes and revenue stamps due upon Closing or required to be paid upon recording of the Warranty Deed, as well as other costs of closing for the Title Company. If the transaction contemplated by this Agreement does not close for any reason, the Purchaser shall be responsible for all cost and fees that become due and owing to the Title Company for their work and or title searches in furtherance of this Agreement.
B. **Survey.** Seller shall provide any survey documents it has for the Subject Premises. If a survey (ALTA or otherwise) must be completed or updated to satisfy the due diligence of the Purchaser or to remove the survey exceptions from the Title Commitment, Purchaser shall have the right to obtain such a survey of the Subject Premises (the “Survey”), and the cost of the Survey shall be paid by Purchaser.

C. **Environmental.** Seller shall provide any environmental report it has for the Real Estate. If any additional Environmental Reports are required by Purchaser, Purchaser shall have the right to obtain such reports (“Environmental Reports”) and the cost of the Environmental Reports shall be paid by Purchaser.

D. **Objections.** If objection to the condition of title or survey is made by Purchaser within fifteen (15) business days following Purchaser’s receipt of (i) the Title Commitment together with legible copies of all items of record and (ii) the Survey, the Seller shall have thirty (30) days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to notify Purchaser that Seller is unable to remedy the title or obtain the desired title insurance; provided, that Purchaser may elect to waive such defects and proceed with this transaction subject thereto and, provided further, that in the event that any such defect results from liens or encumbrances having liquidated amounts, Purchaser may, at its option, pay such amounts and receive credit against sums due Seller at closing. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within fifteen (15) business days of written notification thereof but no sooner than the Closing Date hereinafter specified. If the Seller is unable to remedy the title to the satisfaction of Purchaser, or obtain the desired title insurance within the time specified, then, Purchaser shall have the right upon sending written notice to Seller to waive such defects and proceed to Closing or to terminate this Agreement and in the event Purchaser elects to terminate this Agreement, the Deposit shall be immediately refunded upon Purchaser’s written request in full termination of this Agreement and the parties shall have no further liability hereunder, except with respect to those provisions which expressly survive the termination of this Agreement.

6. **Possession.** Immediate and exclusive possession shall be delivered to Purchaser at the time of Closing. Seller shall remove all personal property from the Real Estate, and shall deliver the Real Estate in a vacant as is condition. To identify the Real Estate to clients of Purchaser, during the terms of this Agreement, Purchaser may, and Seller consents to, Purchaser removing the for-sale sign, if any, and if desired by Purchaser, Purchaser putting up its proposed development and marketing sign.

7. **Representations, Warranties and Covenants.** Seller represents and warrants unto Purchaser, as of the date hereof, and through the date of Closing, as follows:

   A. To the best of Seller’s actual knowledge, the legal description set forth in Exhibit “A” attached hereto is an accurate description of the Real Estate and except as disclosed as an exhibit to this Agreement, neither Seller nor any partners, shareholders or affiliates own any interest in real property which is adjacent or contiguous to the Real Estate.
B. The party executing this Agreement on behalf of Seller has the full power and authority to enter into and perform this Agreement on behalf of Seller and the person executing this Agreement has been duly authorized to do so on behalf of Seller.

C. To the best of Seller’s knowledge, except as disclosed as an exhibit to this Agreement, there are no lawsuits, condemnation proceedings or environmental investigations, pending or threatened, affecting the Subject Premises or Seller’s ability to convey same. (See attached Exhibit B.)

D. There are no outstanding blight violations, inspection fees, tickets or any other costs or fees due to the city or state that governs the location of the Real Estate.

E. The Real Estate is serviced by municipal sewer and water, with all electrical and other mechanical and utility systems serving the Subject Premises are, to the best of Seller’s knowledge, in good operating condition.

F. There are no leases or service contracts or other agreements of any kind or nature whatsoever, written or oral, express or implied, with respect to the Real Estate.

G. No bankruptcy, insolvency, rearrangement or similar action or proceeding involving the Subject Premises or Seller is pending, threatened against or being contemplated by Seller.

H. Seller is not a “foreign person” as defined in §1445(f)(3) of the Internal Revenue Code; Seller shall so certify at closing.

I. Without Purchaser’s prior written consent, until the date of Closing, Seller shall refrain from transferring any of the Subject Premises or creating on the Subject Premises any easements, leases, liens, mortgages, encumbrances, easements or rights of way, or enter into any other agreement that affects the Real Estate.

J. Seller shall execute, acknowledge, and deliver to the Purchaser all further documents or instruments as may be requested by the Purchaser, in its sole discretion, to effectuate the purpose and/or intent of this Agreement and/or to assist Purchaser in obtaining the necessary permits and licenses relevant to its desired use for the Real Estate.

If at any time prior to Closing, it is determined that any of the representations and warranties set forth above are incorrect or untrue or in the event that that Seller fails to perform any of the covenants contained in this Agreement, then, in such event, and notwithstanding anything contained herein to the contrary, it shall be considered a default by Seller in accordance with Section 13 hereto.

Seller acknowledges that Purchaser intends to purchase the Subject Premises in the condition existing as of the Effective Date and Seller shall be required to reasonably maintain the Subject Premises in such condition subject to reasonable wear and tear based on Purchaser’s intended use.
8. **Conditions Precedent.** The obligation of Purchaser to proceed on this Offer, if accepted, shall be conditioned upon each of the following conditions precedent:

   A. **Title and Survey.** Satisfaction of the title and survey conditions of Section 5 hereof.

   B. **Due Diligence.** Purchaser and its agents shall have sixty (60) days commencing on the date of Purchaser's receipt from Seller of 1) the executed Purchase Agreement, 2) the Survey, and 3) the Title Commitment and all other books and records for the Real Estate, including the Environmental Reports (“Inspection Period”), to inspect or cause to be inspected all aspects of the physical condition of the Subject Premises. Access to the Subject Premises which shall be freely granted to Purchaser and/or Purchaser's agents and representatives, at all reasonable times for any reason whatsoever. Seller shall provide Purchaser with all plans, specifications and engineering data regarding the Real Estate that are in the possession of Seller. Seller shall also cooperate to authorize any architects or engineers to provide Purchaser with copies of same that are in their possession. If Purchaser is not satisfied in its reasonable discretion with the results of such inspections for any reason whatsoever Purchaser may rescind this transaction by providing written notice to Seller within the expiration of the Inspection Period.

   C. **Land Use Approvals.** If Purchaser is denied, by Seller, its requested Site Plan and Special Use Permit application, then Purchaser shall thereupon receive a refund of the Deposit and Purchaser and Seller shall be relieved of any and all obligations and liability hereunder.

   D. **Representations and Warranties.** All of Seller's representations, warranties and agreements contained herein shall be true and correct as of the date hereof and on the date of Closing, which Seller shall certify to at Closing, and Seller shall not have, on the date of Closing, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions contained herein.

9. **Closing.** Purchaser and Seller shall close this transaction (“Closing”) thirty (30) business days following the Seller's approval of Purchaser's Site Plan and Special Use Permit application; provided, however, in no event shall the Closing occur prior to the satisfaction (or written waiver by Purchaser) of all conditions precedent to Closing set forth in Section 8 above. If all conditions precedents set forth in Section 8 above have not been satisfied on or before the date of Closing, then Purchaser may (i) waive such condition(s) and proceed with this transaction, (ii) delay the Closing until the satisfaction of such conditions precedent, or (iii) declare this transaction null and void, in which event Purchaser shall receive a refund of the Deposit and Purchaser and Seller shall be relieved of any and all liability hereunder. The Closing shall take place via escrow or at the office of the Title Company or such other place as the parties may mutually agree. At Closing, such documents as may be necessary to complete this transaction shall be executed and/or delivered by Purchaser and Seller. Notwithstanding the foregoing, Purchaser may elect to an earlier Closing date if it determines, in its sole discretion that it is in its best interest to consummate a Closing prior to the time framed stated within this Section 9. Notwithstanding anything
to the contrary herein, the Inspection Period shall be automatically extended fifteen days after the municipality has granted full and final approval of the Purchaser's desired applications, and the municipality's full and final approval of the Purchaser's proposed use of the Real Estate shall be a condition precedent to Closing and the Deposit being non-refundable.

At Closing, the following documents, in such form and content as are reasonably satisfactory to Purchaser, shall be executed by Seller and/or delivered to Purchaser:

A. **Warranty Deed.**

B. **Seller's Affidavit** on the Title Company's standard form.

C. **Seller's Certificate of Accuracy,** as prepared by Purchaser, confirming the Representations and Warranties under Section 6 hereof as of the Closing Date.

D. **Closing Statement.**

E. **Non-Foreign Person Affidavit.**

F. Such other documents as are reasonably necessary to complete this transaction.

10. **Closing Adjustments.** The following shall be apportioned against the Purchase Price at closing:

A. All real property taxes and installments of special assessments (general or special), if any, which have become due or owing or are delinquent on the Subject Premises (regardless of the lien date) shall be paid by Seller at or before Closing. Current real property taxes shall be prorated as though paid in advance on a due date basis of the taxing authority on the basis of a three hundred sixty-five (365) day year; Seller being responsible for taxes up to the day of Closing and Purchaser being responsible for taxes thereafter.

B. Seller shall pay for all state and county transfer taxes and revenue stamps due upon closing or required to be paid upon recording of the Warranty Deed, if any.

C. Seller shall pay all outstanding bills of utility companies and service providers with respect to the Subject Premises prorated through the date of Closing.

11. **Casualty/Condemnation.** Until Closing, all risk of loss with respect to the Subject Premises shall be borne by Seller. In the event of destruction or damage to the Subject Premises prior to the date of Closing, Purchaser shall have the right to declare the transaction to be void and of no further full force and effect and Purchaser shall thereupon receive a refund of the Deposit and the parties shall be relieved of any and all liability hereunder. In the event that notice of any action, suit or proceeding shall be given prior to the closing date for the purpose of condemning any part of the Subject Premises, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) business days after receiving notice of such condemnation proceeding, and upon such termination, the Deposit shall be refunded to Purchaser in full termination of this Agreement and the parties shall be relieved of any and all
liability hereunder, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser at Closing.

12. **Broker.** Seller and Purchaser do hereby certify, represent and warrant, each to the other, that, they have not engaged, enlisted, employed or otherwise made use of any other real estate broker or sales person in connection with this sale. Seller and Purchaser shall each indemnify, defend and hold the other harmless with respect to any claim by any real estate broker or sales person in connection with this transaction claiming by, through or under the acts or agreements of the indemnifying party.

13. **Default; Governing Law; Limitation of Remedy.** In the event of a default by Seller hereunder, Purchaser may terminate this Agreement and shall be entitled to a return of the Deposit or shall have the right to maintain an action for specific performance as its sole and exclusive remedy. In either event Purchaser shall not be entitled to any damages allowable under the law or equity for Seller’s breach of this agreement. In the event of a default by Purchaser, Seller shall retain the deposit as liquidated damages, it being the agreement of the parties that Seller’s damages would otherwise exceed the deposit amount and that Seller’s damages shall be limited to the amount of the deposit. In the event of an alleged default by either Party hereunder, the Party must provide written notice to the other Party of the alleged default(s), in accordance with Section 14 below, and allow other Party fifteen (15) business days to cure any alleged default from the date of the notice. This Agreement shall be governed by laws of the State of Michigan, and any action brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Ingham County, Michigan, and all parties, including its officers and directors, as the case may be, specifically consent to the above jurisdiction and venue. If either party brings any action with respect to this agreement, the prevailing party shall be entitled to recover actual attorney’s fees and costs from the other party.

14. **Notices.** Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) when delivered to FedEx or similar service for next business day delivery, or (iii) when sent by facsimile, telecopier or email transmission. In all cases notices shall be addressed to the parties at their respective addresses as provided by the applicable party. Any notices to the Purchaser must include a copy to the following legal counsel to be valid: Mike DiLaura, Esq., DiLaura@FYBLaw.com or 1615 S. Telegraph Rd. Bloomfield Hills, Michigan 48302.

15. **Confidentiality.** The parties hereby agree that the relationship among them, including the nature of and subject matter of this entire agreement, this agreement itself, and its terms, all matters between the parties, or regarding either party, shall not be confidential as Seller is subject to the Open Meetings Act and Freedom of Information Act.

16. **Binding Effect; Assignment.** This Agreement will be binding at the time of the signing of this Agreement by both Parties; Purchaser may, upon approval of Seller, which approval shall not be unreasonably withheld, assign this Agreement in whole or in part to any of other entity or person, and this Agreement shall also benefit the parties hereto and their respective successors and assigns.
17. **Time for Performance.** In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Real Estate is located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state.

18. **Counterparts.** This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telescopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

(SIGNATURES ON NEXT PAGE)
IN WITNESS WHEREOF, the parties have executed and made effective this Agreement on the later of the date signed below.

**PURCHASER:**

Kodiak Landarc, LLC, a Michigan limited liability company

By: Jeff Yatooma

Its: Authorized Member

Date signed by Purchaser: March 6, 2019

**SELLER:**

City of East Lansing

By: Mark Meadows

Its: Mayor

Date signed by Seller: March 12, 2019

Approved as to form:

By: Thomas M. Yeadon, City Attorney
EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East-West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence N00°18'27"E along said centerline 70.00 feet to the point of beginning of this description; thence N89°48'37"W parallel with said East-West 1/4 line 213.00 feet; thence N27°49'54"W 296.21 feet; thence N46°07'46"W 229.15 feet to the proposed East bound lane of Old M-78; thence N43°52'14"E along said proposed East bound lane 672.83 feet; thence N80°43'27"E 55.84 feet to said centerline of Park Lake Road; thence S00°18'27"W along said centerline 915.52 feet to the point of beginning, EXCEPT: A parcel of land in the Northeast 1/4 of Section 8, T4N, R1W, City of East Lansing, Ingham County, Michigan; described as: Commencing at the East 1/4 corner of said Section 8; thence N89°48'37"W along the East-West 1/4 line 1368.92 feet to the centerline of Park Lake Road; thence N00°18'27"E 191.27 feet along said centerline; thence N89°41'33"W 53.50 feet to the point of beginning of this description; thence S00°18'27"W 51.00 feet; thence N89°41'33"W 60.00 feet; thence N00°18'27"E 51.00 feet; thence S89°41'33"E 60.00 feet to the place of beginning; said parcel containing 6.42 acres more or less; said parcel subject to all easements and restrictions if any.

Tax Parcel No.: 33-20-02-08-200-007

Commonly known as: Merritt Rd (Former DPW) East Lansing, MI 48823
EXHIBIT B

MDEQ Status – 2000 Merritt Road *

The Michigan Department of Environmental Quality has identified this address as a Part 201 site, Site ID#: 33000622.

There is also record of two existing Baseline Environmental Assessments (BEAs) on file with MDEQ at this address:

BEA#: 201101582LA
BEA#: 201101583LA

*2000 Merritt Road has been subdivided and MDEQ environmental records may pertain to portions of the site previously sold by the City of East Lansing.
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: [Signature]
President

ATTEST:
[Signature]
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment 08-01-2016
WFG Form No 3173600
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
   b. "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy
   c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge
   h. "Title": The estate or interest described in Schedule A

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment 08-01-2016
WFG Form No 3173800

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COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Exceptions; or
iii. acquire the Title or create the Mortgage covered by this Commitment.
b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Issuing Agent: Madison Settlement Services, LLC
580 Carlisle Street, Suite B
Hanover, PA 17331

Loan ID Number:
File Number: MI87602
Property Address: Vacant Merritt Road, East Lansing, MI 48823

Schedule A

1. Commitment Date: March 22, 2019
2. Policy to be issued:
   a) ALTA 2006 Owner's Policy: $1,000,900.00
      Proposed Insured: Kodiak Landarc, LLC, a Michigan limited liability company
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:
   City of East Lansing, a Municipal Corporation
   Deed Type: Warranty Deed
   Grantors: Otto Schmidt and Martha H. Schmidt, husband and wife
   Grantees: City of East Lansing, a Municipal Corporation
   Dated: June 23, 1959
   Recorded Date: July 1, 1959
   BOOK: 770 PAGE: 328

5. The Land referred to in this Commitment is described as follows:
   See attached Exhibit A

By: Madison Settlement Services, LLC

[Signature]

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
ALTA Commitment 08-01-2016
WFG Form No 3173800

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Commitment for Title Insurance
 Issued By
 WFG National Title Insurance Company

Exhibit A

Land situated in the City of East Lansing, County of Ingham, State of Michigan, to-wit:

Part of East 1/2 of Section 8, Towns 4 North, Range 1 West, City of East Lansing described as: Commencing at the East 1/4 corner of Section 8, thence North 89 degrees 48 minutes 37 seconds West along the East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East along said centerline 70 feet to point of beginning; thence North 89 degrees 48 minutes 37 seconds West parallel with the East-West 1/4 line 213 feet; thence North 27 degrees 48 minutes 54 seconds West 296.21 feet; thence North 46 degrees 07 minutes 46 seconds West 229.15 feet to centerline of proposed East Bound Lane of Old 78 Highway; thence North 43 degrees 52 minutes 14 seconds East along said proposed centerline 672.82 feet; thence North 80 degrees 43 minutes 27 seconds East 55.84 feet to centerline of Park Lake Road; thence South 00 degrees 18 minutes 27 seconds West along said centerline 915.52 feet to the point of beginning. Except commencing at East 1/4 corner of Section 8; thence North 89 degrees 48 minutes 37 seconds West along East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East 191.27 feet along said centerline; thence 89 degrees 41 minutes 33 seconds West 53.5 feet to point of beginning; thence North 89 degrees 41 minutes 33 seconds West 60 feet; thence South 00 degrees 18 minutes 27 seconds West 51 feet; thence South 89 degrees 41 minutes 33 seconds East 60 feet; thence North 00 degrees 18 minutes 27 seconds East 51 feet to point of beginning.

Commonly Known As: Vacant Merritt Road, East Lansing, MI 48823
Parcel Number(s): 33-20-02-08-200-007
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Schedule B, Part I
Requirements

All of the following Requirements must be met:

1. The following documents satisfactory to the Company that convey the Title or create the Security Instrument to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:
   a) Deed from City of East Lansing, a Municipal Corporation to Kodiak Landarc, LLC, a Michigan limited liability company in the amount of $1,000,900.00.

2. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

3. Pay the agreed amount for the estate or interest to be insured.

4. Pay the premiums, fees, and charges for the Policy to the Company.

5. Clearance of all parties to the transaction of the Specially Designated Nationals & Blocked Persons database maintained by the Office of Foreign Assets Control.
   
   Searched for: Kodiak Landarc, LLC, a Michigan limited liability company; Result: NO MATCH FOUND

6. Clearance of all parties to the transaction of the Specially Designated Nationals & Blocked Persons database maintained by the Office of Foreign Assets Control.
   
   Searched for: City of East Lansing, a Municipal Corporation; Result: NO MATCH FOUND

7. A Bankruptcy Search was performed for Kodiak Landarc, LLC, a Michigan limited liability company and no open cases were found.

8. A Judgment/Lien Search was run and no results were found for:
   
   Kodiak Landarc, LLC, a Michigan limited liability company

   City of East Lansing, a Municipal Corporation

9. In order to have the standard exceptions deleted, submit satisfactory ALTA survey to the Company. Subject to such additional items, which might be disclosed therein.

10. A search of the public records discloses no open mortgage. You must disclose to the Company any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.

TAXES ARE EXEMPT: CITY OWNED

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment 05-91-2016
WFG Form No 3173800

Page 7 of 9
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Schedule B, Part II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or disclosed between the Committee Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All assessments and taxes for the current year and subsequent years which are not yet due and payable
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Rights or claims of parties in possession not shown by the public records.
6. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
7. Easements, or claims or easements, not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the land records.
9. Easements if any, over subject property, as shown on the recorded plat.
10. Subject to the rights of the public, government entities, and riparian owners, if any, in any portion of the subject property abutting or lying within the bounds of any waterway.
11. Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, and the Company declines to close or insure the transaction, this Commitment [or Preliminary Title Report, as the case may be] shall automatically be considered null and void and of no force and effect.

12. NOTE: ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEED CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY FOUR (24) MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS: NONE

13. Notwithstanding the recital of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the accuracy of the computation of such acreage or square footage.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment 08-01-2016
WFG Form No 3173800

Page 8 of 9
14. Terms and conditions of the Grant of Easement in favor of Heritage Hills Drainage District recorded in Liber 998, Page 842, Ingham County Records.

15. Terms and conditions of the Easement recorded in Liber 1096, Page 553, Ingham County Records.

16. Terms and conditions of the Grant of Easement for Well recorded in Liber 1217, Page 61, Ingham County Records.

17. Terms and conditions of the Memorandum of site Lease Agreement in favor of Century Cellunet of Southern Michigan Cellular Limited Partnership recorded in Liber 2433, Page 119, Ingham County Records.

18. Terms and conditions of the Easement for Electric Line recorded in Liber 2672, Page 784, Ingham County Records.

19. Terms and conditions of the Partial Relase of Easement recorded in Liber 3214, Page 85, Ingham County Records.

20. Terms and conditions of the Easement and Assignment Agreement recorded in Liber 3429, Page 671, Ingham County Records.

21. Easements, restrictions, rights of way, oil and gas leases, mineral rights, and road and/or highway rights-of-way of usual and ordinary nature, or record, if any.

Items 3, 4, 5 and 6 will be deleted provided: a satisfactory current survey is submitted, if applicable; it is determined the current year's taxes or special assessments have been paid; an affidavit of possession, in recordable form, is provided; and it is determined there are no filled in lands and there is nothing of record which would give rise to mechanic’s liens which would take priority over the insured interest (where the liens would otherwise take priority, submission of waivers is necessary). Additional exceptions will be made in the policy for any appropriate matters disclosed.
MADISON SETTLEMENT SERVICES, LLC  EARNEST MONEY ESCROW AGREEMENT

File Number: MI
Date: 03/27/2019
Property Address: Merritt Road (Former DPW), East Lansing, MI
Seller: City of East Lansing
Buyer: Value Investors, LLC  a Michigan limited liability company

Seller(s) and Buyer(s) request Madison Settlement Services, LLC ("Escrow Agent") to act as its escrow agent to hold the sum of $15,000.00 ("Earnest Money Deposit") being delivered to Escrow Agent herewith in its escrow account. Upon written acceptance by Escrow Agent of these instructions and the deposit delivered herewith, the Escrow Agent shall hold and deliver the Deposit to, or at the direction of, the parties in accordance with these instructions. It is agreed that only written instructions from both the Buyer and Seller be provided to Escrow Agent, upon closing or cancellation, to authorize the release of the Escrow Deposit. The term of this escrow agreement may be extended or amended only by joint written instructions from Seller and Buyer.

If the Escrow Agent does not receive instructions or claims to the funds held in escrow, then it may (1) hold all or any portion of the funds, securities or documents in escrow and take no further action until otherwise directed by a final order of a court of competent jurisdiction; or (2) institute an interpleader action in any court in the State of Michigan having jurisdiction, naming all interested parties and depositing all or any portion of the funds with the clerk of the court in full acquittance of its responsibilities under these instructions.

Except in cases of Escrow Agent's willful misconduct, Escrow Agent will be protected by acting in reliance upon any certificate, statement, request, notice, advice, direction, other agreement or instrument or signature reasonably believed by Escrow Agent to be genuine, by assuming that any person purporting to give Escrow Agent any of the foregoing in accordance with the provisions of this Agreement, or in connection with either this Agreement or Escrow Agent's duties hereunder, has been duly authorized to do so, or by acting in good faith on the advice of counsel retained by Escrow Agent. Escrow Agent will not be liable for any mistake of fact or law or any error of judgment, or for any act or omission except as a result of its willful misconduct. In the event that Escrow Agent is uncertain as to its duties or rights hereunder, or receives any certificate, statement, request, notice, advice, direction or other agreement or instrument from any other party with respect to the Escrow Amount which, in Escrow Agent's opinion is in conflict with any of the provisions of this Agreement, or shall be advised that dispute has arisen with respect to the ownership or right of possession of the Escrow Amount (or as to the delivery, non-delivery or content of any certificate, statement, request, notice, advice, direction or other agreement or instrument), Escrow Agent will be entitled, without liability to any person, to refrain from taking any action other than to use its best efforts to keep safely the Escrow Amount until Escrow Agent will be directed otherwise in accordance with this Agreement. Escrow Agent will be under no duty to institute or defend any proceeding.

SELLER(S) (or its/their Agent)

[Signature]

LARRY L. SPAKES
ACTING CITY MANAGER
MADISON SETTLEMENT SERVICES, LLC

[Signature]

BUYER(S) (or its/their Agent)

[Signature]

Jeff Vatsana, Member
Value Investors, LLC

By: David R. Breschi, Esq.

Updated 7/25/18
MADISON SETTLEMENT SERVICES, LLC

File Number: MI
Date: 03/27/2019
Property Address: Merritt Road (Former DPW), East Lansing, MI
Seller: City of East Lansing
Buyer: Value Investors, LLC, a Michigan limited liability company

Seller(s) and Buyer(s) request Madison Settlement Services, LLC ("Escrow Agent") to act as its escrow agent to hold the sum of $15,000.00 ("Earnest Money Deposit") being delivered to Escrow Agent hereinafter in its escrow account. Upon written acceptance by Escrow Agent of these instructions and the deposit delivered hereinafter, the Escrow Agent shall hold and deliver the Deposit to, or at the direction of, the parties in accordance with these instructions. It is agreed that only written instructions from both the Buyer and Seller be provided to Escrow Agent, upon closing or cancellation, to authorize the release of the Earnest Deposit. The term of this escrow agreement may be extended or amended only by joint written instructions from Seller and Buyer.

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SELLER(S) (or its/their Agent)

[Signature]

Larry C. Sparks
Acting City Manager
MADISON SETTLEMENT SERVICES, LLC

BUYER(S) (or its/their Agent)

[Signature]

Jeff Yajima, Member
Value Investors, LLC

MADISON SETTLEMENT SERVICES, LLC
By: David R. Breshe, Esq.

Updated 7/2018
EAST LANSING
CITY COUNCIL

AGENDA

March 26, 2019
7:00 PM

East Lansing City Council

Mayor Mark S. Meadows
Councilmember Ruth Beier
Councilmember Aaron Stephens

Mayor Pro Tem Erik Altmann
Councilmember Shanna Draheim
City Council meets to take action on legislative matters on several Tuesdays of each month. It is at this time that they can vote on items that appear on their agenda. Meetings start at 7:00 p.m. unless otherwise scheduled, and are cablecast live over WELG, Channel 22, to the community.

AGENDA ITEMS GENERALLY

By the time an item gets to the City Council agenda, extensive work has already taken place by one or more of the City’s attorneys, boards, commissions, staff, Councilmembers, and individuals or groups in the community. The work is documented and provided to Council for consideration prior to taking action on an agenda item.

COMMUNICATIONS

After Council opens their agenda, members of the audience are given an opportunity to speak to Council about any topic that is not on the agenda. Members of the audience are also allowed to speak to any item on the agenda but are encouraged to do so as the item is addressed by Council. Speaker cards are available near the podium and must be filled out by the speaker. As each agenda item is addressed, the Mayor will invite those who wish to speak to the podium. All speakers are encouraged to be considerate of others waiting to address Council by keeping their remarks brief.

PUBLIC HEARING AGENDA

Public Hearing Agenda items include all action items that are required by law to be noticed in a paper of general circulation typically not less than 15 days prior to the hearing as required by ordinance, charter, or statute. The notice must include the time, place and subject of the hearing. A public hearing is that portion of a meeting designed specifically to receive input from the public on that item. There are two primary areas of municipal governance with statutes regulating public hearings that the City is required to follow – the Planning Enabling Act (a public hearing is required to amend a zoning ordinance, take action on a special use permit or Planned Unit Development and to adopt a master plan), and the Uniform Budgeting and Accounting Act (a public hearing is required to adopt the budget). In addition, certain community development, economic development, tax increment financing, grant, and related programs have public hearing requirements imposed by state statute, federal law, or granting agency.

CONSENT AGENDA

Consent Agenda items include routine business items that Council can approve with a single vote. Item included on the Consent Agenda must be voted on separately if requested by any member of the Council. Items requested to be voted on separately are typically moved to the Business Agenda for discussion.

BUSINESS AGENDA

Business Agenda items include all action items that require discussion but are not required by law to hold a noticed public hearing and those items that a public hearing was held for but action was not taken at the time of the hearing.
AGENDA
East Lansing City Council
Tuesday, March 26, 2019
Courtroom #2
7:00 p.m.

OPENING

1. Roll call

2. Approval of the agenda

3. Approval of the minutes of the March 5, 2019 regular meeting.

   Attachment A

4. Approval of the minutes of the March 12, 2019 Discussion only meeting.

   Attachment B

COMMUNICATIONS

5. All written communications received by Council are posted on the online agenda packet.

6. Communications from the audience

7. Communications from the Mayor and Councilmembers

8. City Manager’s Report

9. City Attorney’s Report

CONSENT AGENDA

10. Approve the following appointments or re-appointments to Boards or Commissions:
    a. Nancy House to the Art Selection panel for a full term ending December 31, 2021
    b. Teresa Dunn to the Art Selection panel for a full term ending December 31, 2021
    c. Thomas Hendricks to the Historic District Commission for a partial term ending December 31, 2021
    d. Larry Rosen to the Housing Commission for a partial term ending December 31, 2021

11. Approve a revised agreement between the City of East Lansing and the All of Us Express Children's Theater 501c3 non-profit corporation.

   Attachment C
12. Approve a permanent easement for the proposed traffic signal at the intersection of Coolidge Road and Coleman Road for the purpose of allowing access for the placement and maintenance of traffic signal equipment and authorize the Mayor and City Clerk to execute and record the permanent easement.

Attachment E

13. Approve a resolution authorizing the City Manager to sign and submit an application to the Michigan Natural Resources Trust Fund Program requesting $300,000 to renovate the pavilion and restrooms in Patriarche Park.

Attachment F

14. Approve a resolution authorizing the City Manager to sign and submit an application to the Michigan Natural Resources Trust Fund Program requesting $300,000 to construct connections to the Northern Tier Trail from the Tamarisk and Bessemaur neighborhoods.

Attachment G

15. Authorize the City Manager to issue a Purchase Order to Color of Sound Audio of Pleasant Lake, Michigan in the amount of $20,750 to perform Production related services necessary for the Summer Solstice Jazz Festival on June 21-June 22, 2019.

Attachment H

16. Approve an agreement between the City of East Lansing and the Kiwanis Club of East Lansing for the storage of equipment in a storage space at Patriarche Park for a period of one (1) year and authorize the City Manager to sign. The equipment to be stored is required to conduct the Chicken BBQ fundraiser in Patriarche Park.

Attachment I

17. Approve a contract extension for Wolverine Engineers & Surveyors for as-needed professional engineering services to $230,000.00 and authorize the City Manager to sign.

Attachment J

18. Approve a contract with Resource Exploration, LLC for four years in the amount of $60,000 for the first year and $35,000 for subsequent years, for Priority Based Budgeting software and implementation and authorize the City Manager to sign.

Attachment K

19. Approve a resolution authorizing the City Manager to execute a cost sharing agreement with the Michigan Department of Transportation (MDOT) for utility improvements and resurfacing of South Harrison Road between Forest Road and Mt. Hope Road.

Attachment L
20. Approve a Consulting Agreement with Gallagher Benefit Services, Inc. in the amount of $49,000 for services related to employee benefits consulting and authorize the City Manager to sign.

Attachment M

21. Approve a resolution amending the number of persons appointed to serve on the East Lansing Census 2020 Complete Count Committee.

Attachment N

22. Approve a Continuation of the Downtown East Lansing Parking Enhancement Program.

Attachment O

23. Approve a Temporary Construction Easement with the City of Lansing, for Ingress and Egress as part of the Michigan Avenue and Harrison Road Sewer Improvements Project and authorize the Mayor and City Clerk to execute.

Attachment P

24. Approve a resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.

Attachment Q

25. Approve a contract with iCompass Technologies, Inc. for Meeting Manager Pro for Agenda Live Streaming, Meeting and Record Management Software.

Attachment R

26. Set a public hearing for May 7, 2019 to consider an application from CA-East Lansing, Inc. for special use permit and site plan approval for the property at 1234 East Grand River Avenue to convert the existing multiple-family apartment building to a medical marihuana provisioning center and office space.

Attachment S

27. Approve a resolution realigning the Redevelopment Project Area for Purposes of Permitting the Liquor Control Commission to Issue Redevelopment Project Area Liquor Licenses within the Area.

Attachment T

28. Approve a resolution for National Service Recognition Day.

Attachment U
29. Approve a contract with Leavitt & Starck Excavating, Inc. to provide as-needed and emergency contractor services for the City and authorize the City Manager to sign.

*Attachment V*

30. Approve a contract with Barnhart & Son, Inc. to provide as-needed and emergency contractor services for the City and authorize the City Manager to sign.

*Attachment W*

31. Set a public hearing for April 9, 2019 for consideration of the proposed Fiscal Year 2020 Community Development Block Grant Program Budget.

*Attachment X*

32. Approve a resolution for a capital projects contract with the East Lansing-Meridian Water and Sewer Authority, approve the capital projects contract and authorize the City Manager to sign.

*Attachment Y*

33. Approve a contract with Advanced Video Professionals, Inc. for seven years in the amount of $147,912 for the first year with an increase of 1.9% for each subsequent year for audio and video services and authorize the City Manager to sign.

*Attachment Z*

**BUSINESS AGENDA**

34. Consideration of Ordinance 1455; an ordinance to require businesses to register for the income tax.

*Attachment AA*
*Resource: Jill Feldpausch*

35. Consideration of a lot split application from 1060 Trowbridge, LLC for the property at 1060 Trowbridge Road.

*Attachment AB*
*Resource: David Haywood*
PUBLIC HEARINGS

36. Consideration of Ordinance 1448, an ordinance to amend Section 50-94a of Division 3 - Special Use Permit - of Article II - Administration and Enforcement - of Chapter 50 - Zoning - of the Code of the City of East Lansing to lessen the separation distance between provisioning centers in an overlay district in which one provisioning center is in a B-1 zoning district and the other is in a B-2 zoning district.

Attachment AC
Resource: David Haywood

37. Consideration of Ordinance 1445, an ordinance to amend Section 50-38 of Article II - Administration and Enforcement - of Chapter 50 - Zoning - of the Code of the City of East Lansing and to add Section 50-821 to Article VIII - Off Street Parking Requirements - to Chapter 50 – Zoning

Attachment AD
Resource: David Haywood

38. Consideration of an application from ABCD Properties, LLC for a Special Use Permit and Site Plan approval for the property at 1108 E. Grand River Avenue to remodel the existing building for a medical marihuana provisioning center.

Attachment AE
Resource: David Haywood

39. Consideration of an application from EL Grand INC for Special Use Permit and Site Plan approval for the property at 1054 East Grand River Avenue to remodel the existing building for a medical marihuana provisioning center.

Attachment AF
Resource: David Haywood

40. Consideration of an application from DNVK 1, LLC for Special Use Permit and Site Plan approval for the property at 1100 East Grand River Avenue to remodel the existing building for a medical marihuana provisioning center.

Attachment AG
Resource: David Haywood

41. Consideration of an application from JBC, LLC for Special Use Permit and Site Plan approval for the property at 1415 Michigan Avenue to demolish the main building and remodel the existing smaller structure for a medical marihuana provisioning center.

Attachment AH
Resource: David Haywood
42. Consideration of an application from RJB Enterprises, LLC for Special Use Permit and Site Plan approval for the property at 1950 Merritt Road to transition the existing building for a medical marihuana provisioning center.

Attachment AI
Resource: David Haywood

43. Consideration of an application from Green Peak Industries, LLC d/b/a Green Peak Innovations for Special Use Permit and Site Plan approval for the property at 3318-3332 West Road. The applicant is requesting approval to construct a new building for a medical marihuana provisioning center. The property is zoned B-4, Restricted Office Business.

Attachment AJ
Resource: David Haywood
GAVEL-TO-GAVEL COVERAGE OF REGULAR CITY COUNCIL MEETINGS ARE STREAMED LIVE, ARCHIVED ONLINE AND AVAILABLE VIA AN ON-DEMAND PLAYBACK OPTION @ WWW.CITYOFEASTLANSING.COM/COUNCILMEETINGS.
THE MEETINGS CAN BE VIEWED BY AGENDA ITEM AND ARE KEYWORD SEARCHABLE. IN ADDITION, RECORDED MEETINGS ARE TELEVISED AND REPLAYED ON CHANNEL 22 (WELG).

The City of East Lansing will provide reasonable accommodations, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at this meeting, upon notice to the City of East Lansing prior to a meeting. Individuals with disabilities requiring reasonable accommodations or services please write or call:

City Manager’s Office,
410 Abbot Road, East Lansing, MI 48823
(517) 319-6920
TDD 1-800-649-3777
Please visit our web site at: www.cityofeastlansing.com
CITY OF EAST LANSING  
REGULAR COUNCIL MEETING  
MINUTES  
March 26, 2019

Item 1  
Roll Call

Present: Altmann, Beier, Draheim, Meadows, Stephens  
Absent: None

The meeting was called to order at 7:02 p.m. by Mayor Meadows. The meeting was held in Council Chambers of the 54-B District Court, 101 Linden Street, East Lansing.

Item 2  
Approval of the Agenda

Moved by Draheim, seconded by Altmann to approve the agenda.

ALL YEAS  
MOTION CARRIED

Item 3  
Approval of the Minutes

Moved by Altmann, seconded by Draheim to approve the minutes from the March 5, 2019 regular meeting.

ALL YEAS  
MOTION CARRIED

Item 4  
Approval of the Minutes

Moved by Draheim, seconded by Beier to approve the minutes from the March 12, 2019 discussion only meeting.

ALL YEAS  
MOTION CARRIED

Item 5  
Written Communications Received by the Council

Documentation of written communication received by council as of today’s date is in agenda packet and available to the public on Granicus system on City website www.cityofeastlansing.com.

Item 6  
Communications from the Audience

MSU President Satish Udpa spoke in regards to medical marihuana.

MSUFCU President April Clubes spoke in regards to medical marihuana.

David Pierson spoke in regards to The Hub and the East Village ordinance.

Dave Goodman, 1962 Riveria Dr, spoke in regards to bridges.
Matt Hagan spoke in regards to Agenda Item 34.

Lisa Knowles spoke in regards to medical marihuana.

Taylor Rupp spoke in regards to the Arts Council.

Mike ______ spoke in regards to medical marihuana. (43:20)

**Item 8**

**Communications from the Mayor and Councilmembers**

Councilmember Stephens
- Addressed Mr. Pierson’s comments.

Councilmember Beier
- None

Councilmember Draheim
- Spoke in remembrance to former Councilmember Thelma Evans.

Mayor Pro Tem Altmann
- None

Mayor Meadows
- Reminded the public of the Izzo Legacy Run/Walk on April 13, 2019.

**Item 7**

**City Manager’s Report**

City Manager George Lahanas:
- None

**Item 9**

**City Attorney’s Report**

City Attorney Tom Yeadon:
- None

**Items 10-32**

**Consent Agenda**

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17. Approve a contract extension for Wolverine Engineers & Surveyors for as-needed professional engineering services to $230,000.00 and authorize the City Manager to sign.

18. Approve a contract with Resource Exploration, LLC for four years in the amount of $60,000 for the first year and $35,000 for subsequent years, for Priority Based Budgeting software and implementation and authorize the City Manager to sign.

19. Approve a resolution authorizing the City Manager to execute a cost sharing agreement with the Michigan Department of Transportation (MDOT) for utility improvements and resurfacing of South Harrison Road between Forest Road and Mt. Hope Road.

20. Approve a Consulting Agreement with Gallagher Benefit Services, Inc. in the amount of $49,000 for services related to employee benefits consulting and authorize the City Manager to sign.

21. Approve a resolution amending the number of persons appointed to serve on the East Lansing Census 2020 Complete Count Committee.

22. Approve a Continuation of the Downtown East Lansing Parking Enhancement Program.

23. Approve a Temporary Construction Easement with the City of Lansing, for Ingress and Egress as part of the Michigan Avenue and Harrison Road Sewer Improvements Project and authorize the Mayor and City Clerk to execute.

24. Approve a resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.
25. Approve a contract with iCompass Technologies, Inc. for Meeting Manager Pro for Agenda Live Streaming, Meeting and Record Management Software.

26. Set a public hearing for May 7, 2019 to consider an application from CA-East Lansing, Inc. for special use permit and site plan approval for the property at 1234 East Grand River Avenue to convert the existing multiple-family apartment building to a medical marihuana provisioning center and office space.

27. Approve a resolution Realigning the Redevelopment Project Area for Purposes of Permitting the Liquor Control Commission to Issue Redevelopment Project Area Liquor Licenses within the Area.

28. Approve a resolution for National Service Recognition Day.

29. Approve a contract with Leavitt & Starck Excavating, Inc. to provide as-needed and emergency contractor services for the City and authorize the City Manager to sign.

30. Approve a contract with Barnhart & Son, Inc. to provide as-needed and emergency contractor services for the City and authorize the City Manager to sign.

31. Set a public hearing for April 9, 2019 for consideration of the proposed Fiscal Year 2020 Community Development Block Grant Program Budget.

32. Approve a resolution for a capital projects contract with the East Lansing-Meridian Water and Sewer Authority, approve the capital projects contract and authorize the City Manager to sign.

33. Approve a contract with Advanced Video Professionals, Inc. for seven years in the amount of $147,912 for the first year with an increase of 1.9% for each subsequent year for audio and video services and authorize the City Manager to sign.

Councilmember Stephens asked that Agenda Item 33 be moved to the Business Agenda.

Mayor Meadows asked that Agenda Item 26 be moved to the Business Agenda.

Moved by Stephens, seconded by Beier to approve the consent agenda.

ALL YEAS
MOTION CARRIED

Items 34 and 35

26. Set a public hearing for May 7, 2019 to consider an application from CA-East Lansing, Inc. for special use permit and site plan approval for the property at 1234 East Grand River Avenue to convert the existing multiple-family apartment building to a medical marihuana provisioning center and office space.

Moved by Meadows, seconded by _________ to amend the date of the public hearing to April 23, 2019.

ALL YEAS
MOTION CARRIED
Moved by Meadows, seconded by Beier to approve to setting of a public hearing to consider the application from CA-East Lansing, Inc.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Beier to set a special meeting for April 23, 2019 at 7:00 p.m.

ALL YEAS
MOTION CARRIED

33. Approve a contract with Advanced Video Professionals, Inc. for seven years in the amount of $147,912 for the first year with an increase of 1.9% for each subsequent year for audio and video services and authorize the City Manager to sign.

Moved by Beier, seconded by Meadows to approve the contract.

Mr. Lahanas answered questions from Council.

FOUR YEAS: ALTMANN, BEIER, DRAHEIM, MEADOWS
ONE NAY: STEPHENS
MOTION CARRIED

34. Consideration of Ordinance 1455; an ordinance to require businesses to register for the income tax.

DaMar Boyd, Income Tax Administrator, introduced Ordinance 1455 and answered questions from Council.

Moved by Draheim, seconded by Altmann to approve Ordinance 1455.

ALL YEAS
MOTION CARRIED

35. Consideration of a lot split application from 1060 Trowbridge, LLC for the property at 1060 Trowbridge Road.

David Haywood introduced the application and answered questions from Council.

Moved by Stephens, seconded by Draheim to approve the lot split application from 1060 Trowbridge, LLC for the property at 1060 Trowbridge Road, subject to the recommended conditions of approval listed in the Planning Commission’s referral letter of March 21, 2019.

ALL YEAS
MOTION CARRIED

Items 36-43

36. Consideration of Ordinance 1448, an ordinance to amend Section 50-94a of Division 3 – Special Use Permit – of Article II – Administration and Enforcement – of Chapter 50 –
Zoning – of the Code of the City of East Lansing to lessen the separation distance between provisioning centers in an overlay district in which one provisioning center is in a B-1 zoning district and the other is in a B-2 zoning district.

Mr. Haywood introduced Ordinance 1448 and answered questions from Council.

Moved by Meadows, seconded by Stephens to approve Ordinance 1448 as titled in Granicus “Ordinance 1448-PC Edits.

Mayor Meadows proposed the following amendment:

(6). No medical marihuana provisioning center facility shall be permitted to locate within 1,000 feet of the lot lines of another medical marihuana provisioning center facility except that in the medical marihuana provisioning center facility overlay district located in the DDA district, no medical marihuana provisioning center facility shall be permitted to located within 1,000 feet of another medical marihuana provisioning center or of a retail establishment whose exclusive or primary business is the sale of alcoholic liquor for off premises consumption.

Moved by Meadows, seconded by Beier to approve the amendment.

THREE YEAS: ALTMANN, BEIER, MEADOWS
TWO NAYS: DRAHEIM, STEPHENS
MOTION CARRIED

Mayor Meadows opened the public hearing.

Mike Corcoran spoke in opposition to Ordinance 1448.

Ms. Knowles asked a question to Council regarding Ordinance 1448.

Mayor Meadows closed the public hearing.

FOUR YEAS ON ORIGINAL MOTION: ALTMANN, BEIER, MEADOWS, STEPHENS
ONE NAY: DRAHEIM
MOTION CARRIED

37. Consideration of Ordinance 1445, an ordinance to amend Section 50-38 of Article II - Administration and Enforcement - of Chapter 50 - Zoning - of the Code of the City of East Lansing and to add Section 50-821 to Article VIII – Off Street Parking Requirements – to Chapter 50 – Zoning - to establish requirements to provide for charging stations for electric vehicles.

Mr. Haywood introduced Ordinance 1445 and answered questions from Council.

Mayor Meadows opened the public hearing.

Mayor Meadows closed the public hearing.

Moved by Meadows, seconded by Altmann to approve Ordinance 1445.

Moved by Draheim, seconded by Meadows to approve the following amendment:
Sec. 50-821

For the purposes of this section

(1) Definitions

a. Electric vehicle means a fully electric automobile or hybrid gas and electric automobile.

b. Level 2 or better charging station means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle equipped with Level-2 or better charging equipment.

c. Private restricted use charging station means an electric vehicle charging station that is (1) privately owned and restricted access (e.g., executive parking, designated employee parking) or (2) publicly owned and restricted (e.g., fleet parking with no access to the general public).

d. Public use charging station means an electric vehicle charging station that is (1) publicly owned and publicly available (e.g., Park & Ride parking, public library parking lot, on-street parking) or (2) privately owned and available to visitors of the use (e.g., shopping center parking).

ALL YEAS MOTION CARRIED

Moved by Altmann, seconded by Meadows to approve the following amendment:

Sec. 50-821

2. Each non-residential use of a property, or combined residential with a nonresidential use, or shall have one Level 2 or better charger installed in the parking lot and each multiple-family residential property with at least 50 required parking spaces shall have one Level 2 or better charger installed in the parking lot. One additional Level 2 or better charger shall be installed for each 50 additional parking spaces required or installed on the premises identified in this provision. All chargers required by this provision shall be maintained operational.

ALL YEAS MOTION CARRIED

Moved by Altmann, seconded by Meadows to approve the following amendment:

Sec. 50-821

2. Each non-residential use of a property, or combined residential with a nonresidential use, or shall have one Level 2 or better charger installed in the parking lot and each multiple-family residential property with at least 50 required parking spaces shall have one Level 2 or better charger installed in the parking lot. The charging stations on private property may be either private restricted use charging stations or public use charging stations at the property owner’s discretion. One additional Level 2 or better charger shall be installed for each 50 additional parking spaces required or installed on the premises identified in this provision. All chargers required by this provision shall be maintained operational.
ALL YEAS
MOTION CARRIED

Moved by Draheim, seconded by Beier to approve the following amendment:

Sec. 50-821

4. An electric vehicle charging station required pursuant to this section may be counted as a parking space in the calculation of the parking spaces required by this code.

ALL YEAS
MOTION CARRIED

Moved by Draheim, seconded by ________ to approve the following amendment:

Sec. 50-821

5. Public use charging stations shall be reserved for the parking and charging of electric vehicles only. Electric vehicles may be parked in any space designated for parking subject to the restrictions that would apply to any other vehicle that would park in that space.

ALL YEAS
MOTION CARRIED

Moved by Altmann, seconded by Draheim to approve the following amendment:

Sec. 50-821

3. This provision shall apply to each new site plan and to each revised or amended site plan which expands modifies the current parking on the premises.

ALL NAYS
MOTION FAILED

ALL YEAS ON ORIGINAL MOTION
MOTION CARRIED

38. Consideration of an application from ABCD Properties, LLC for a Special Use Permit and Site Plan approval for the property at 1108 E. Grand River Avenue to remodel the existing building for a medical marihuana provisioning center.

Mr. Haywood introduced the application and answered questions from Council.

Mayor Meadows opened the public hearing.

Robert Ford spoke in regards to the application.

Mayor Meadows closed the public hearing.
Moved by Meadows, seconded by Stephens to move the consideration of the application to the April 23, 2019 meeting.

ALL YEAS
MOTION CARRIED

39. Consideration of an application from EL Grand INC for Special Use Permit and Site Plan approval for the property at 1054 East Grand River Avenue to remodel the existing building for a medical marihuana provisioning center.

Mr. Haywood introduced the application and answered questions from Council.

Mayor Meadows opened the public hearing.

Benjamin Joffe spoke in regards to the application.

John Mucha spoke in regards to the application.

Mr. Corcoran spoke in regards to the application.

Mayor Meadows closed the public hearing.

Moved by Meadows, seconded by Altmann to move the consideration of the application to the April 23, 2019 meeting.

40. Consideration of an application from DNVK 1, LLC for Special Use Permit and Site Plan approval for the property at 1100 East Grand River Avenue to remodel the existing building for a medical marihuana provisioning center.

Mr. Haywood introduced the application and answered questions from Council.

Mayor Meadows opened the public hearing.

Michael Stein spoke in regards to the application.

Mayor Meadows closed the public hearing.

Moved by Meadows, seconded by Draheim to move the consideration of the application to the April 23, 2019 meeting.

41. Consideration of an application from JBC, LLC for Special Use Permit and Site Plan approval for the property at 1415 Michigan Avenue to demolish the main building and remodel the existing smaller structure for a medical marihuana provisioning center.

Mr. Haywood introduced the application and answered questions from Council.

Mayor Meadows opened the public hearing.

James Gorenflo spoke in regards to the application.

Mayor Meadows closed the public hearing.
Moved by Stephens, seconded by Draheim to approve the application.

Moved by Meadows, seconded by Altmann to approve the following amendment:

12. They may not be operated out of a residence or residential structure.

20. The establishment shall not cause or continue an undue concentration of similar uses in the neighborhood such that medical marihuana provisioning center facilities and paraphernalia trade become a dominant influence or feature of the district or neighborhood.

ALL YEAS
MOTION CARRIED

Moved by Altmann, seconded by Draheim to approve the following amendment:

26. No marihuana shall be cultivated, grown, manufactured, processed, or sold in any manner that would emit odors reasonably discernable to another person outside the area from which the East Lansing City Council March 21, 2019 Page 4 of 4 odor is generated. If the facility is in a building, the odor must be prevented by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building from which the odor is generated.

ALL YEAS
MOTION CARRIED

FOUR YEAS ON ORIGINAL MOTION: ALTMANN, DRAHEIM, MEADOWS, STEPHENS
ONE NAY: BEIER
MOTION CARRIED

42. Consideration of an application from RJB Enterprises, LLC for Special Use Permit and Site Plan approval for the property at 1950 Merritt Road to transition the existing building for a medical marihuana provisioning center.

Mr. Haywood introduced the application and answered questions from Council.

Mayor Meadows opened the public hearing.

Ms. Knowles asked a question in regards to the application.

Randy Buchman spoke in regards to the application.

Travis Harrison spoke in regards to the application.

Mayor Meadows closed the public hearing.

Moved by Draheim, seconded by Stephens to approve the special use permit and site plan application from RJB Enterprises for the property at 1950 Merritt Road to transition the existing building for a medical marihuana provisioning center, subject to the conditions of approval stated in the Planning Commission referral letter of March 21, 2019.
Moved by Meadows, seconded by Draheim to approve the following amendment:

12. They may not be operated out of a residence or residential structure.

20. The establishment shall not cause or continue an undue concentration of similar uses in the neighborhood such that medical marihuana provisioning center facilities and paraphernalia trade become a dominant influence or feature of the district or neighborhood.

26. No marihuana shall be sold, cultivated, grown, manufactured, or processed in any manner that would emit odors reasonably discernable to another person outside the area from which the odor is generated. If the facility is in a building, the odor must be prevented by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building from which the odor is generated.

FOUR YEAS: ALTMANN, DRAHEIM, MEADOWS, STEPHENS
ONE NAY: BEIER
MOTION CARRIED

Moved by Meadows, seconded by Draheim to renumber the conditions.

FOUR YEAS: ALTMANN, DRAHEIM, MEADOWS, STEPHENS
ONE NAY: BEIER
MOTION CARRIED

FOUR YEAS ON ORIGINAL MOTION: ALTMANN, DRAHEIM, MEADOWS, STEPHENS
ONE NAY: BEIER
MOTION CARRIED

43. Consideration of an application from Green Peak Industries, LLC d/b/a Green Peak Innovations for Special Use Permit and Site Plan approval for the property at 3318-3332 West Road. The applicant is requesting approval to construct a new building for a medical marihuana provisioning center. The property is zoned B-4, Restricted Office Business.

Mr. Haywood introduced the application and answered questions from Council.

Mayor Meadows opened the public hearing.

Joe Neller spoke in regards to the application.

Ken Jones spoke in regards to the application.

Larry ______ spoke in regards to the application.

Mayor Meadows closed the public hearing.

Moved by Draheim, seconded by Stephens to approve the special use permit and site plan application from Green Peak Industries LLC d/b/a Green Peak Innovations for the property at 3318-3332 West Road to construct a new building for a medical marihuana provisioning center, subject to the conditions of approval stated in the Planning Commission referral letter of March 21, 2019.

Moved by Draheim, seconded by Meadows to approve the following amendment:
4. Prior to any permits being issued, an updated wetlands delineation shall be provided to the City of East Lansing and any required permit(s) shall be obtained from the City of East Lansing and the Michigan Department of Environmental Quality if any filling or excavation is to be done within regulated wetland/flood plain areas.

ALL YEAS
MOTION CARRIED

Moved by Meadow, seconded by Beier to approve the following amendment:

15. They The facility shall comply at all times and in all circumstances with the Michigan Medical Marihuana Facilities Licensing Act, the Michigan Medical Marihuana Act and the rules of the Michigan Department of Community Health and the Department of Licensing and Regulatory Affairs. An approved special use permit issued under this chapter is valid only if the permit holder also holds a valid current state operating license and a copy of the valid current State license has been provided to the City Clerk by the holder.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Beier to approve the following amendment and renumbering:

16. They may not be operated out of a residence or residential structure.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Beier to approve the following amendment:

20. They The facility may not concurrently act as a primary caregiver or dispensary out of or in conjunction with a processor, a safety compliance facility, a secure transporter facility, or a growing facility.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Beier to approve the following amendment:

23. The licensee of any the facility must pay an annual, nonrefundable fee of $5,000.00 to the city.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Beier to approve the following amendment:

24. The establishment shall not cause or continue an undue concentration of similar uses in the neighborhood such that medical marihuana provisioning center facilities and paraphernalia trade become a dominant influence or feature of the district or neighborhood.
ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Beier to approve the following amendment:

26. No marihuana shall be sold, cultivated, grown, manufactured, or processed in any manner that would emit odors reasonably discernable to another person outside the area from which the odor is generated. If the facility is in a building, the odor must be prevented by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building from which the odor is generated.

ALL YEAS
MOTION CARRIED

Moved by Draheim, seconded by Altmann to approve the following amendment:

5. The applicant shall construct an 8 foot wide sidewalk along all major road R.O.W. and 5 foot wide sidewalk shall extend from the public sidewalk on Coolidge to the entrance of the building(s). Prior to the completion of the project, the City’s Engineering Department will evaluate the existing sidewalks along the property being developed or re-developed to determine if any of the existing sidewalk is considered hazardous based on the Policy Resolution 2016-5 and the City’s Sidewalk Repair Criteria.

THREE YEAS: ALTMANN, DRAHEIM, STEPHENS
TWO NAYS: BEIER, MEADOWS
MOTION CARRIED

Moved by Draheim, seconded by Stephens to approve the following amendment:

5. The applicant shall work with staff to identify and implement safe pedestrian access from Coolidge Road right-of-way to the site.

ALL YEAS
MOTION CARRIED

ALL YEAS ON ORIGINAL MOTION
MOTION CARRIED

Item 44                     Adjournment

Without objection, the meeting was adjourned at 10:46 P.M.

_________________________  ________________________
Mark S. Meadows           Jackson Mills
Mayor                     Administrative Assistant
MEMORANDUM

TO: George Lahanas, City Manager
FROM: David Haywood, Planning & Zoning Administrator
DATE: March 21, 2019
SUBJECT: Special Use Permit & Site Plan – 1950 Merritt Road (Provisioning Center)

At their January 23, 2019 meeting, the East Lansing Planning Commission took action on a special use permit and site plan application from RJB Enterprises, LLC for the property at 1950 Merritt Road to transition the existing building for a medical marihuana provisioning center. The property is zoned B-1, General Office Business.

With six (6) members present, the Commission voted unanimously to recommend the City Council approve the application.

If the City Council should choose to take action on the application staff provides the following motion:

Motion to approve the special use permit and site plan application from RJB Enterprises for the property at 1950 Merritt Road to transition the existing building for a medical marihuana provisioning center, subject to the conditions of approval stated in the Planning Commission referral letter of March 21, 2019.
MEMORANDUM

TO: George Lahanas, City Manager

FROM: David Haywood, Planning & Zoning Administrator

DATE: March 21, 2019

SUBJECT: Ordinance 1448 – Distance Between Provisioning Centers

At their February 13, 2019 meeting, the East Lansing Planning Commission took action on Ordinance 1448, which proposes to lessen the separation distance between provisioning centers in an overlay district in which one provisioning center is in a B-1 zoning district and the other is in a B-2 zoning district.

With seven (7) members present, the Commission voted unanimously to recommend the City Council approve the ordinance.

*If the City Council should choose to take action on the application staff provides the following motion:*

Motion to adopt Ordinance 1448.
March 21, 2019

The Honorable Mark S. Meadows
East Lansing City Council
410 Abbot Road
East Lansing, MI 48823

Dear Mayor Meadows and Council Members:

At its February 13, 2019 meeting, with seven (7) members present, the East Lansing Planning Commission took action on the following:

Ordinance 1448, an ordinance to amend Section 50-94a of Division 3 – Special Use Permit – of Article II – Administration and Enforcement – of Chapter 50 – Zoning – of the Code of the City of East Lansing to lessen the separation distance between provisioning centers in an overlay district in which one provisioning center is in a B-1 zoning district and the other is in a B-2 zoning district.

The Planning Commission voted unanimously to recommend City Council approve Ordinance 1448, as amended.

The Planning Commission questioned why the separation distance should only apply to the situation that benefits the value of City property and felt that if the separation is appropriate, then it should be appropriate whether or not the two properties are in different zoning districts. As such, the Planning Commission recommends amending the ordinance to apply the 500 foot separation to all provisioning center overlay zones.

Certain members of the Commission also felt that the distance restriction between provisioning centers and businesses selling alcohol was unwarranted and unnecessary and that the relationship between the two are unrelated. They therefore voted 5-2 to strike the requirement.

A copy of the staff report, correspondence, and draft minutes are attached for your review.
East Lansing City Council
March 21, 2019
Page 2 of 2

Thank you for your consideration of these recommendations.

Sincerely,

Daniel Bollman, Chairperson
East Lansing Planning Commission

Attachments
EAST LANSING
CITY COUNCIL

AGENDA

August 13, 2019
06:30 PM

East Lansing City Council
Mayor Mark Meadows       Mayor Pro Tem Erik Altmann
Councilmember Ruth Beier Councilmember Shanna Draheim
Councilmember Aaron Stephens

City Council meets to take action on legislative matters on several Tuesdays of each month. It is at this time that they can vote on items that appear on their agenda. Meetings start at 7:00 p.m. unless otherwise scheduled, and are cablecast live over WELG, Channel 22, to the community.

AGENDA ITEMS GENERALLY

By the time an item gets to the City Council agenda, extensive work has already taken place by one or more of the City's attorneys, boards, commissions, staff, Councilmembers, and individuals or groups in the community. The work is documented and provided to Council for consideration prior to taking action on an agenda item.

COMMUNICATIONS
After Council opens their agenda, members of the audience are given an opportunity to speak to Council about any topic that is not on the agenda. Members of the audience are also allowed to speak to any item on the agenda but are encouraged to do so as the item is addressed by Council. Speaker cards are available near the podium and must be filled out by the speaker. As each agenda item is addressed, the Mayor will invite those who wish to speak to the podium. All speakers are encouraged to be considerate of others waiting to address Council by keeping their remarks brief.

PUBLIC HEARING AGENDA

Public Hearing Agenda items include all action items that are required by law to be noticed in a paper of general circulation typically not less than 15 days prior to the hearing as required by ordinance, chart, or statute. The notice must include the time, place and subject of the hearing. A public hearing is that portion of a meeting designed specifically to receive input from the public on that item. There are two primary areas of municipal governance with statutes regulating public hearings that the City is required to follow - the Planning Enabling Act (a public hearing is required to amend a zoning ordinance, take action on a special use permit or Planned Unit Development and to adopt a master plan), and the Uniform Budgeting and Accounting Act (a public hearing is required to adopt the budget). In addition, certain community development, economic development, tax increment financing, grant, and related programs have public hearing requirements imposed by state statute, federal law, or granting agency.

CONSENT AGENDA

Consent Agenda items include routine business items that Council can approve with a single vote. Item included on the Consent Agenda must be voted on separately if requested by any member of the Council. Items requested to be voted on separately are typically moved to the Business Agenda for discussion.

BUSINESS AGENDA

Business Agenda items include all action items that require discussion but are not required by law to hold a noticed public hearing and those items that a public hearing was held for but action was not taken at the time of the hearing.

AGENDA

East Lansing City Council
City Council Chambers

06:30 p.m.

OPENING

1. Roll call

2. Approval of the agenda
3. Approval of the minutes of the July 16, 2019 regular meeting.

   Minutes

COMMUNICATIONS

4. All written communications received by Council are posted on the online agenda packet.

   Written Communication

5. Communications from the audience

6. Communications from the Mayor and Councilmembers

7. City Manager’s Report

8. City Attorney’s Report

   a. Request closed session to discuss an attorney/client privileged communication.

   b. Quarterly Status Litigation Report

   Report

CONSENT AGENDA

9. Approve the following to Boards and Commissions:

   a. Tom Fehrenbach to the University Place Condominium Association.

   b. Tom Fehrenbach to the Albert Avenue Tower Condominium Association.

   c. Kathryn Linehan to the University Student Commission for a full term ending September 30, 2020.

   d. ADD ON: Laura Scales to the Arts Commission for a full term ending December 31, 2021.

10. Set a public hearing for September 10, 2019 to consider Ordinance 1458: an ordinance to rezone the properties at 314, 328, 334 and 340-344 Evergreen Avenue from RM-32, City Center Multiple-Family Residential District, to B-3, City Center Commercial District.
11. Introduce and refer to the Planning Commission Ordinance 1469: an ordinance to allow for and regulate adult use marihuana provisioning centers.

12. Approve street closures from 7 a.m. to 8 p.m. on December 7, 2019 for the Winter Glow festival and authorize the use of amplified sound and regulation of vendors during the event.

13. Approve the WRRF "Emergency & As-Needed Electrical Contractor Services" contract with Newkirk Electrical Associates and authorize the City Manager to enter into a contract with them in the amount of up to $90,000.

14. Approve George Lahanas as the Officer Delegate to the annual meeting of the Municipal Employees Retirement System on October 3-4, 2019.

15. Approve street closures beginning at 2:30 p.m. on September 27, 2019 for the Michigan State University Homecoming Parade.

16. Approve a resolution recognizing August 31, 2019 as International Overdose Awareness Day.

17. Approve a conditional class III rental license at 1820-1822 Coolidge Road, allowing up to two unrelated persons or a family in each unit of the duplex. A condition of the issuance of the conditional rental license is the issuance of the certificate of occupancy upon completion of the dwelling. This is a duplex that is currently under construction. The owner is Sumbal Trust, Okemos and the legal agent is Ghulam Sumbal Okemos.
18. **Approve a conditional class III rental license at 539 Glenmoor, 1C allowing up to two unrelated persons or a family to occupy the condominium unit. The owner is Jeffrey Nyquist, East Lansing.**

19. **Approve a conditional class III rental license at 254 Durand allowing up to two unrelated persons or a family to occupy the dwelling. A condition of the issuance of the rental license is an additional inspection is to be completed after the current occupants have vacated the premises, confirmation that the last two remaining violations are corrected and the open violation in the basement related to height of a doorway and headroom in a hallway related to a prior inspection are resolved. The owner is JG and JW Investment Properties, LLC, East Lansing and the legal agent is Community Resource Management Company, East Lansing.**

20. **Approve a conditional class III rental license at 710 Grove allowing up to two unrelated persons or a family to occupy the dwelling. The owner is JG and JW Investment Properties, LLC, East Lansing and the legal agent is Community Resource Management Company, East Lansing.**
21. Approve traffic control order number 481 for the placement and enforcement of a time restricted parking zone on the north side of Collingwood Drive, east of Butterfield Drive to facilitate student curbside school transportation.

MEMO

Traffic Control Order 481

Map

22. Approve the Professional Engineering Services contract with Hubbell, Roth & Clark for the Retention Treatment Basin and Dewatering Pump Station Improvement Project in the amount of $68,000 and authorize the city manager to sign.

MEMO

Proposal

23. Approve an agreement with Rowe Professional Services Company for engineering services for the FY2020 Major Street Improvements on Trowbridge Road and Forest Road in an amount not to exceed $181,437.63 and authorize the city manager to sign.

MEMO

Proposal

24. Introduce and refer to the Planning Commission Ordinance 1468: an ordinance to rezone the properties at 710, 722 and 722 1/2 Grove Street from R-2, Medium Density Single-Family Residential, to RM-32, City Center Multiple-Family Residential.

MEMO

Ordinance 1468

Map

BUSINESS AGENDA


   Settlement and Release Agreement

26. Authorize City Manager to sign deed transferring remaining property interest back to school district.

MEMO

Quit Claim Deed
27. Consideration of Ordinance 1466: an ordinance replacing the University Student Commission’s National Panhellenic Council and Community Relations Coalition seats with at-large seats.

MEMO

Ordinance 1466

PUBLIC HEARINGS

28. Consideration of Ordinance 1460: an ordinance to amend the Code of the City of East Lansing by adding a new section, which new section shall be designated as Section 50-532, of Division I - Generally - of Article VI - Business, Office, and Industrial Districts and amending Section 50-793, of Division VI - East Village District - of Chapter 50 - Zoning - of the Code of the City of East Lansing to require universal design features in multiple family housing within business districts.

MEMO

Referral Letter

Staff Report

Ordinance 1460

Minutes

29. Consideration of a site plan and special use permit application request from American Business Investments to renovate and partially reconstruct the existing structure, including drive-through, for the property at 947 Trowbridge Road.

MEMO

Referral Letter

Staff Report

Building Review

Engineering Review

Application

Email Correspondence

Map and Owner List

Plans

Minutes
30. Consideration of an application from Kodiak Landarc, LLC for site plan and special use permit approval for the property at the southwest corner of the intersection of Merritt Road and Park Lake Road. The applicant is proposing to construct three new buildings, including a 7,000 square foot medical marihuana provisioning center, 4-story, 107 room hotel, and 8,690 square foot retail strip center.

MEMO

Referral Letter

Staff Report

Building Review

Engineering Review

Fire Preliminary Review

Police Review

Transportation Commission Referral

EVO - East Lansing Intro Letter

Raad Pre-Qualification Letter

EVO - Staffing Plan

EVO - Good Neighbor Plan

EVO - Security Plan

EVO - Facility Plan

Proof of Access Easements

Traffic Evaluation

Traffic Impact Assessment

Third Party Review

Application and Narrative

Dempsey Email 04/17/19

Art Service Agreement

Map and Owner List

Revised Site Plan with Bicycle Racks

Conceptual Plans
GAVEL-TO-GAVEL COVERAGE OF REGULAR CITY COUNCIL MEETINGS ARE STREAMED LIVE, ARCHIVED ONLINE AND AVAILABLE VIA AN ON-DEMAND PLAYBACK OPTION @ WWW.CITYOFESTLANSING.COM/COUNCILMEETINGS. THE MEETINGS CAN BE VIEWED BY AGENDA ITEM AND ARE KEYWORD SEARCHABLE. IN ADDITION, RECORDED MEETINGS ARE TELEVISIONED AND REPLAYED ON CHANNEL 22 (WELG).

The City of East Lansing will provide reasonable accommodations, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at this meeting, upon notice to the City of East Lansing prior to a meeting. Individuals with disabilities requiring reasonable accommodations or services please write or call
City Manager's Office, 410 Abbot Road, East Lansing, MI 48823
(517) 319-6920
TDD 1-800-649-3777
CITY OF EAST LANSING  
REGULAR COUNCIL MEETING  
MINUTES  
August 13, 2019

Item 1                             Roll Call

Present: Altmann, Beier, Draheim, Meadows, Stephens  
Absent: None

The meeting was called to order at 7:01 p.m. by Mayor Meadows. The meeting was held in Council  
Chambers of the 54-B District Court, 101 Linden Street, East Lansing.

Item 2                             Approval of the Agenda

Moved by Draheim, seconded by Beier to approve the agenda.

ALL YEAS  
MOTION CARRIED

Item 3                             Approval of the Minutes

Moved by Altmann, seconded by Draheim to approve the minutes from the July 16, 2019 regular  
meeting.

ALL YEAS  
MOTION CARRIED

Item 4                             Written Communications Received by the Council

Documentation of written communication received by council as of today’s date is in agenda packet and  
available to the public on Granicus system on City website www.cityofeastlansing.com.

Item 5                             Communications from the Audience

Richard Luellen, 503 Mall Ct, spoke concerning delivery services and alley congestion and answered  
questions from Council. He also requested information concerning the tax allocation towards the  
purchasing, paving, and maintaining of the alleys.

Michael Mansour, 221 Ann St, spoke concerning special use permits.

Item 6                             Communications from the Mayor and Councilmembers

Councilmember Stephens  
•  Spoke concerning Ordinance 1467 and asked that the item be placed on the September 10, 2019  
agenda and announced that the Human Relations Commission is hosting coffee hours on August  
18, 2019 from 1-3 pm, centered around hate crimes.

Councilmember Beier  
•  None
Councilmember Draheim
• Spoke concerning the new elementary schools opening as well as announced a set of conversations called “East Lansing Talks About Mental Health Awareness” with the first on September 18, 2019 at 6:00 pm at the East Lansing Public Library.

Mayor Pro Tem Altmann
• Reminded the public that Matthew Desmond, author of “Evicted: Poverty and Profit in the American City,” will visit the ELHCC August 26, 2019 with doors opening at 5:45 pm as a part of the 2019 One Book, One Community (OBOC) program.

Mayor Meadows
• None

Item 7 City Manager’s Report
City Manager George Lahanas:
• None

Item 8 City Attorney’s Report
City Attorney Tom Yeadon:
• Answered questions concerning the Quarterly Status Litigation Report and requested a Closed Session to discuss an attorney/client privileged communication.

Items 9-24 Consent Agenda

9.) Approve the following appointments to Boards or Commissions:

   A.) Tom Fehrenbach to the University Place Condominium Association

   B.) Tom Fehrenbach to the Albert Avenue Tower Condominium Association

   C.) Kathryn Linehan to the University Student Commission for a full term ending September 30, 2020

   D.) Laura Scales to the Arts Commission for a full term ending December 31, 2021

10.) Set a public hearing for September 10, 2019 to consider Ordinance 1458: an ordinance to rezone the properties at 314, 328, 334 and 340-344 Evergreen Avenue from RM-32, City Center Multiple-Family Residential District, to B-3, City Center Commercial District.

11.) Introduce and refer to the Planning Commission Ordinance 1469: an ordinance to allow for and regulate adult use marihuana provisioning centers.

12.) Approve street closures from 7 a.m. to 8 p.m. on December 7, 2019 for the Winter Glow festival and authorize the use of amplified sound and regulation of vendors during the event.
13.) Approve the WRRF "Emergency & As-Needed Electrical Contractor Services" contract with Newkirk Electrical Associates and authorize the City Manager to enter into a contract with them in the amount of up to $90,000.

14.) Approve George Lahanas as the Officer Delegate to the annual meeting of the Municipal Employees Retirement System on October 3-4, 2019.

15.) Approve street closures beginning at 2:30 p.m. on September 27, 2019 for the Michigan State University Homecoming Parade.

16.) Approve a resolution recognizing August 31, 2019 as International Overdose Awareness Day.

17.) Approve a conditional class III rental license at 1820-1822 Coolidge Road, allowing up to two unrelated persons or a family in each unit of the duplex. A condition of the issuance of the conditional rental license is the issuance of the certificate of occupancy upon completion of the dwelling. This is a duplex that is currently under construction. The owner is Sumbal Trust, Okemos and the legal agent is Ghulam Sumbal, Okemos.

18.) Approve a conditional class III rental license at 539 Glenmoor, 1C allowing up to two unrelated persons or a family to occupy the condominium unit. The owner is Jeffrey Nyquist, East Lansing.

19.) Approve a conditional class III rental license at 254 Durand allowing up to two unrelated persons or a family to occupy the dwelling. A condition of the issuance of the rental license is an additional inspection is to be completed after the current occupants have vacated the premises, confirmation that the last two remaining violations are corrected and the open violation in the basement related to height of a doorway and headroom in a hallway related to a prior inspection are resolved. The owner is JG and JW Investment Properties, LLC, East Lansing and the legal agent is Community Resource Management Company, East Lansing.

20.) Approve a conditional class III rental license at 710 Grove allowing up to two unrelated persons or a family to occupy the dwelling. The owner is JG and JW Investment Properties, LLC, East Lansing and the legal agent is Community Resource Management Company, East Lansing.

21.) Approve traffic control order number 481 for the placement and enforcement of a time restricted parking zone on the north side of Collingwood Drive, east of Butterfield Drive to facilitate student curbside school transportation.

22.) Approve the Professional Engineering Services contract with Hubbell, Roth & Clark for the Retention Treatment Basin and Dewatering Pump Station Improvement Project in the amount of $68,000 and authorize the city manager to sign.

23.) Approve an agreement with Rowe Professional Services Company for engineering services for the FY2020 Major Street Improvements on Trowbridge Road and Forest Road in an amount not to exceed $181,437.63 and authorize the city manager to sign.
24.) Introduce and refer to the Planning Commission Ordinance 1468: an ordinance to rezone the properties at 710, 722 and 722 1/2 Grove Street from R-2, Medium Density Single-Family Residential, to RM-32, City Center Multiple-Family Residential.

Moved by Draheim, seconded by Altmann to approve the consent agenda.

ALL YEAS
MOTION CARRIED

ORDINANCE NO. 1458

AN ORDINANCE TO AMEND THE ZONING USE DISTRICT MAP OF CHAPTER 50 -- ZONING -- OF THE CODE OF THE CITY OF EAST LANSING

THE CITY OF EAST LANSING ORDAINS:

The Zoning Use District Map is hereby amended to rezone the following described area from RM32, City Center Multiple Family Residential District, to B3, City Center Commercial District:

Parcels:
33-20-01-13-228-015
33-20-01-13-228-014
33-20-01-13-228-008
33-20-01-13-228-007

More commonly known as 314, 328, 334, 340-344 Evergreen Avenue, East Lansing, Michigan 48823.

ORDINANCE NO. 1469

AN ORDINANCE TO AMEND SECTION 50-7 OF ARTICLE I -- GENERAL; TO ADD SECTION 50-94b TO DIVISION 3 -- SPECIAL USE PERMITS OF ARTICLE II -- ADMINISTRATION AND ENFORCEMENT; TO AMEND SECTION 50-154 OF ARTICLE III -- GENERAL DISTRICT REGULATIONS; TO AMEND SECTION 50-612 OF DIVISION 5 -- RESTRICTED OFFICE BUSINESS DISTRICT, B-4, SECTION 50-632 OF DIVISION 6 -- COMMUNITY RETAIL SALES BUSINESS DISTRICT, B-5 AND SECTION 50-651 OF DIVISION 7 -- MANUFACTURING DISTRICT, M-1 OF ARTICLE VI -- BUSINESS OFFICE AND INDUSTRIAL DISTRICTS; TO RENAME DIVISION 7 -- MEDICAL MARIHUANA PROVISIONING CENTER FACILITIES OVERLAY DISTRICTS -- AND AMEND SECTIONS 50-801, 50-802 AND 50-803 OF ARTICLE VII -- OTHER DISTRICTS; ALL OF WHICH ARE IN CHAPTER 50 -- ZONING -- OF THE CODE OF THE CITY OF EAST LANSING TO ALLOW FOR AND REGULATE MARIHUANA ESTABLISHMENTS.

THE CITY OF EAST LANSING ORDAINS:

Section 50-7 of Article I is hereby amended; Section 50-94b is hereby added to Division 3 of Article II; Section 50-154 of Article III is hereby amended; Section 50-612 of Division 5, Section 50-632 of Division 6 and Section 50-651 of Division 7 of Article VI are hereby amended; Division 7 of Article VII is hereby renamed and Sections 50-801, 50-802 and 50-803 of Article VII are hereby amended; all of which are provisions of Chapter 50 of the Code of the City of East Lansing which are to read as follows:
Sec. 50-7. - Definitions, G through M.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garage, private, means a building or other structure designed for the housing of automobiles and having capacity for not more than four automobiles.

Garage, public, means any building or premises, other than a gasoline filling station, used for housing or care of more than four automobiles, or where any such automobiles are equipped for operation, repaired, or kept for remuneration, hire, or sale.

Ground coverage means that part or percent of lot area included within the outside boundary lines of all buildings and structures located on the lot, including porches, decks, patios, breezeways, balconies, bay windows, paved drives and walks, and other area covered with impervious materials.

Habitable room means a room designed for living and/or sleeping, excluding bathrooms, kitchens, dining areas, closets, hallways, and service areas.

Home occupation means an accessory use of a dwelling for gainful employment on a recurring basis involving the manufacture, sale, or provision of goods, materials or services. Class A home occupations may involve the provision of personal service, such as typing, computing, sewing and tutoring; the provision of professional services such as medical and health care, legal, financial, accounting, engineering, architectural, real estate, insurance, counseling, and religious assistance; the creation and/or sale of goods, materials, or handicrafts, except for the sale of food or beverages to be consumed on the premises; and the repair of small appliances, bicycles, and similar products which are not powered by internal combustion engines. Class A home occupations shall be established and operated in compliance with the provisions of section 50-147(7). Also, for the purposes of this chapter, "child care organizations," as defined in section 50-5, shall be considered separate from home occupations.

Hotel means a multiple-family dwelling in which persons are lodged for hire as the more or less temporary abiding place, and in which as a rule the rooms are occupied singly and without any provision therein for cooking, and in which there are more than 25 sleeping rooms, and a public dining room with kitchen facilities for accommodation of at least 25 guests.

Household pet daycare means a premises containing up to six cats or dogs or a combination making a total of six where care and supervision are provided for periods of 12 hours or less per day with or without financial compensation. This does not include household pets as allowed under section 4-4 of this Code.

Kennel means any premises where more than four cats or dogs or a combination making a total of more than four are kept overnight or where more than ten animals, including those allowed under section 4-4 of this Code, are provided care and supervision regardless of duration, except where accessory to an agricultural use.

Lodginghouse means a building or part thereof, other than a hotel, where lodging is provided for hire, more or less transiently, including so-called tourist homes, and with or without provisions for meals.
Lot means a parcel of land occupied or to be occupied by a building and its accessory buildings together with such open spaces as are required under this chapter and having its principal frontage upon a street.

Lot line. Lot line or adjacent property line shall be any boundary line separating one lot from another, whether the line be at the side, rear, or front of the properties.

Lot width means the distance from one side lot line to the other side lot line measured at the minimum building setback permitted in this chapter.

Lots, corner, interior, and through. A "corner lot" is a lot of which at least two contiguous sides abut upon a street for their full length. An "interior lot" is a lot other than a corner lot. A "through lot" is an interior lot or a corner lot, having a frontage on two streets which do intersect at a point contiguous to such lot.

Lots, front, rear, and depth. The front of a lot is that boundary line which borders on a street other than an alley. In the case of a through lot, the front of the lot shall be that boundary which does not border on a major street as designated in the major street plan and which would most conform to adjacent development patterns as designated in the approved plat, or otherwise, as determined by the planning and zoning official. In the case of a corner lot, the side which has the narrowest dimension bordering on a street shall be deemed to be the front of such lot. The rear of a lot is the side opposite to the front. In the case of a triangular or irregular lot, the rear is the boundary line not bordering on a street. The depth of a lot is the dimension measured from the front of the lot to the extreme rear line of the lot. In the case of irregularly shaped lots, the mean depth shall be taken.

Marihuana means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106.

Marihuana establishment means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the department of licensing and regulatory affairs pursuant to the Michigan Regulation and Taxation of Marihuana Act.

Marihuana grower means a person licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana-infused product means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana, as defined by the Michigan Medical Marihuana Facilities Act, that is intended for human consumption in a manner other than smoke inhalation. Marihuana-infused products shall not be considered a food.

Marihuana microbusiness means a person licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

Marihuana processor means a person licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.
Marihuana retailer means a person licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

Marihuana safety compliance facility means a person licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act to test marihuana, including certification for potency and the presence of contaminants.

Marihuana secure transporter means a person licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

Medical marihuana grower facility means a location where an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity is licensed as a commercial entity by the State of Michigan, under the Michigan Medical Marihuana Facilities Act, to cultivate, dry, trim, or cure and package marihuana for sale to a processor or provisioning center.

Medical marihuana processor facility means a location where an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity is licensed as a commercial entity by the State of Michigan, under the Michigan Medical Marihuana Facilities Act, to purchase marihuana from a grower and extract resin from the marihuana or create a marihuana-infused product for sale and transfer in packaged form to a provisioning center.

Medical marihuana provisioning center facility means a location where an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity is licensed as a commercial entity by the State of Michigan, under the Michigan Medical Marihuana Facilities Act to purchase marihuana from a grower or processor and sell, supply, or provide marihuana to registered qualifying patients, directly or through the patients’ primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail, under the Michigan medical marihuana facilities act, to registered qualifying patients or registered primary caregivers. Dispensaries and noncommercial locations used by primary caregivers to assist qualifying patients connected to the caregiver through the marihuana registration process in accordance with the Michigan medical marihuana act are not provisioning centers.

Medical marihuana safety compliance facility means a location where an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity is licensed as a commercial entity by the State of Michigan, under the Michigan Medical Marihuana Facilities Act, to receive marihuana from a marihuana facility or primary caregiver, test it for contaminants and for tetrahydrocannabinol and other cannabinoids, return the test results and the marihuana to the marihuana facility.

Medical marihuana secure transporter facility means a location where an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity is licensed as a commercial entity by the
State of Michigan, under the Michigan Medical Marihuana Facilities Act, to store marihuana and transport marihuana between marihuana facilities for a fee.


Michigan Regulation and Taxation of Marihuana Act means the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, being MCL 333.27951 to 333.27967.

Mixed market rental unit means a rental dwelling unit within a multiple-family dwelling which has a mix of studio, one-bedroom, two-bedroom and three-bedroom units with no more than 25 percent of the units being three-bedroom units and each dwelling unit rented under a single rental contract.

50-94b. Additional Standards for Marihuana Establishments.

(a) All uses. Except as may be provided elsewhere in this section or chapter and except to the extent the standards would interfere with or conflict with statutory regulations for the licensing of marihuana facilities under the Michigan Regulation and Taxation of Marihuana Act, each special use permit for a marihuana establishment shall meet the standards of section 50-94(a) and the following standards.

(1) They shall comply at all times and in all circumstances with the Michigan Regulation and Taxation of Marihuana Act, Michigan Medical Marihuana Facilities Licensing Act, the Michigan Medical Marihuana Act and the rules of the Michigan department of community health and the department of licensing and regulatory affairs. An approved special use permit issued under this chapter is valid only if the permit holder also holds a valid current state operating license and a copy of the valid current State license has been provided to the City Clerk by the holder.

(2) They must be located outside of one thousand (1,000) feet from the lot lines of any school, including any licensed facility with after school programs, child care centers, or daycare centers, to insure community compliance with federal “Drug-Free School Zones” requirements.

(3) They may not be operated out of a residence or residential structure.

(4) The consumption of alcohol, marihuana or tobacco products on the premises is prohibited.

(5) The facility shall be operated and maintained at all times so that any by-products or waste of any kind shall be properly and lawfully kept and disposed of so as to preclude any risk of harm to the public health, safety or welfare.

(6) Except when in the process of being transferred, being processed, or during the process of testing all marihuana and marihuana infused product shall be contained within an enclosed, locked facility, inaccessible on all sides and equipped with locks that permit access only by the licensed growers or their employees, as reviewed and approved by the building official and the police department.
(7) The facility shall be designed, operated, and maintained at all times consistent with responsible business practices so that there shall be no excessive demands placed upon public safety services, nor any excessive risk of harm to the public health, safety, or sanitation, or environmental quality, interference with vehicular or pedestrian traffic or parking, or the continuance or maintenance of any conduct unlawful under state or local law, public nuisance, or disorderly conduct either within the establishment or on or about the adjacent businesses and public streets, alleys, parks, parking facilities, or other areas open to the public. The establishment shall make reasonable effort to report to authorities any conduct unlawful under state or local law that is observed from the premises.

(8) No marihuana shall be cultivated, grown, manufactured, or processed in any manner that would emit odors reasonably discernable to another person outside the area from which the odor is generated. If the facility is in a building, the odor must be prevented by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building from which the odor is generated.

(9) Cultivation of marihuana in an outdoor facility shall be permitted so long as the area is enclosed, locked, and inaccessible on all sides, and that the structure meets all building code and zoning regulations.

(10) The licensee of any facility must pay an annual, nonrefundable fee of $5,000.00 to the city.

(11) The proposed size, height, architectural character and placement of any renovated structures on the site shall be reasonably compatible with the existing or anticipated buildings on adjacent properties.

(b) Additional specific special use standards for marihuana retailers. In addition to the standards set forth in this section and section 50-94(a) of this code, to address their unique characteristics, marihuana retailers shall also meet the applicable standards below except to the extent the standard or standards would interfere with or conflict with statutory regulations for the licensing of marihuana establishments under the Michigan Regulation and Taxation of Marihuana Act.

(1) The establishment shall not cause or continue an undue concentration of similar uses in the neighborhood such that medical marihuana provisioning center facilities and paraphernalia trade become a dominant influence or feature of the district or neighborhood.

(2) Hours of operation must be set between 8 a.m. and 9 p.m.

(3) No marihuana or marihuana-infused products shall be visible from the exterior of the facility.

(4) All marihuana and marihuana-infused products shall be contained within locked containers or locked display cases unless being displayed to a patient or a customer on the premises by a caregiver or retailer.

(5) The operators of the marihuana retail establishment shall provide an annual donation in the amount of 1% of net profits from its operations or $5,000.00, whichever amount is greater, to an organization qualifying for exemption from taxation pursuant to 26 USC...
501(c)(3) largely benefitting the residents of East Lansing and organized and operated exclusively for purposes of improving the lives of people with low to moderate income, conserving or improving natural resources, or preventing cruelty to children or animals, and with the use of the funds being in accordance with MCL 125.3504.

(6) The marihuana retailers must have been issued a special use permit for a medical marihuana provisioning center facility and have an equivalent license issued by the State as defined by the administrative rules for the Michigan Regulation and Taxation of Marihuana Act for the same.

Sec. 50-154. - Uses prohibited unless permitted

(a) Dispensaries and primary caregiver operations that are not otherwise identified as a permitted use in a district are prohibited.

(b) Medical Marihuana Facilities that are not otherwise identified as a permitted use in a district are prohibited.

(c) Marihuana Establishments that are not otherwise identified as a permitted use in a district are prohibited.

Sec. 50-612. - Permitted uses.

The following uses of buildings and premises shall be permitted in the B-4 district.

(1) Principal uses permitted, subject to an approved site plan as provided for in section 50-36 of this chapter where no building on the site exceeds two stories in height and where the total gross square footage of all principal buildings on the site does not exceed 25,000 square feet: a. General and professional offices; b. Dental or medical offices, clinics, or laboratories; c. Financial institutions; d. Parking lots developed and operated as an accessory use to serve one or more business, office, or multiple-family uses located within 200 feet from the lot; and e. ATMs which are the principal use of the lot, or those enclosed within an existing principal building; and f. Colleges, universities, business or trade schools or similar education or training facilities.

(2) Principal uses permitted, subject to an approved special use permit as provided for in article II, division 3 of this chapter.

a. Automatic teller machines, externally attached to a principal building, except those which are drive-in accessible, unless provided in conjunction with a bank for financial institution as provided below.

b. Drive-in banks or financial institutions, including drive-in accessible automatic teller machines.

c. Any use(s) permitted in subsection (1) of this section where a building is more than two stories in height or where the total gross square footage of all principal buildings on the site exceeds 25,000 square feet.

d. Dispensaries and primary caregiver operations.

f. Medical marihuana safety compliance facilities, marihuana safety compliance facilities, and medical marihuana secure transporter facilities and marihuana secure transporter facilities.
(3) Accessory uses permitted:
   a. Cafeterias provided principally for employees;
   b. Recreational or exercise facilities provided principally for employees or patients;
   c. Board rooms and similar assembly facilities; and
   d. Other uses or facilities subordinate to and customarily incidental to the permitted principal use.

Sec. 50-632. - Permitted uses.

The following uses of buildings and premises shall be permitted in the B-5 district.

(1) Principal uses permitted subject to an approved site plan as set forth in section 50-36 of this chapter:
   a. Retail business establishments with a community-wide trade area or greater, such as department stores, furniture stores, appliance stores, apparel shops, and businesses of a like nature, excluding drive-in uses and excluding those uses which require extensive storage of bulk materials or merchandise in a separate building or upon the premises; and excluding establishments licensed for the sale at retail of alcoholic liquor, as defined by section 105(2) of the Michigan Liquor Control Code of 1998, MCL 436.1105, including specially designated merchants and specially designated distributors as described at MCL 436.1537.
   b. General and professional offices, medical and dental offices and laboratories, and banks and financial institutions, excluding drive-in uses.
   c. Restaurants, except restaurants licensed for the sale of alcoholic beverages or alcoholic liquor as defined by section 105(2) of the Michigan Liquor Control Code of 1988, MCL 436.1105, cafes, and similar establishments, including such establishments having outdoor dining areas, but excluding drive-in uses.
   d. Shopping centers containing uses permitted in this district and also permitting personal service establishments and retail stores which sell groceries, baked goods, or other food products and beverages.
   e. Public assembly buildings including theaters, auditoriums, and banquet facilities. f. Hotels and motels.
   g. Colleges, universities, business or trade schools or similar education or training facilities.

(2) Principal uses permitted subject to an approved special use permit as provided for in article II, division 3 of this chapter:
   a. Drive-in banks or financial institutions.
   b. Drive-in restaurants.
   c. Recreation facilities similar to bowling alleys, health or exercise centers, and racquet or court facilities.
d. Restaurants licensed for the sale of alcoholic beverages or alcoholic liquor as defined by section 105(2) of the Michigan Liquor Control Code of 1988, MCL 436.1105.

e. Establishments licensed for the sale at retail of alcoholic liquor, as defined by section 105(1) of the Michigan Liquor Control Code of 1998, MCL 436.1105, including specially designated merchants and specially designated distributors as described at MCL 436.1537.

f. Medical marihuana safety compliance facilities, marihuana safety compliance facilities, marihuana secure transporter facilities, and medical marihuana secure transporter facilities.

(3) Accessory uses permitted.

a. Any use customarily incidental and subordinate to the main use of the building or lot.

b. ATMs enclosed within a principal building.

Sec. 50-651. - Uses permitted.

Uses permitted in the M-1 district are as follows:

(1) Principal uses permitted subject to an approved site plan as set forth in section 50-36 of this chapter:

a. Wholesale business, i.e., storage in bulk of, or warehouse for such material as building material, contractors equipment, clothing, cotton, drugs, dry goods, feed, food, furniture, hardware, ice, machinery, metals, paints and paint supplies, pipe, rubber, shop supplies, tobacco, wood, or similar products.

b. Painting, varnishing, or vulcanizing shop.

c. Cold storage plant.

d. Bottling works, including milk bottling or distribution station.

e. Manufacture of food products.

f. Public garage, motor vehicle repair shop, automobile paint and bump shop, or car washing establishment.

g. Tin shop or plumbing supply shop.

h. Light manufacturing and wholesale business, provided that, the conduct of such business is not objectionable as being unsightly, odorous, or noisy.

i. Coal or building materials storage yard.

j. Kennel.

k. Veterinary hospital or clinic.

l. Contractor's storage yard.

m. Research laboratory.
(2) Principal uses permitted subject to an approved special use permit as provided for in article II, division 3 of this chapter.

a. Medical marihuana grower facilities, marihuana growers, medical marihuana processor facilities, marihuana processors, and medical marihuana secure transporter facilities and marihuana secure transporter facilities.

DIVISION 7. MEDICAL MARIHUANA PROVISIONING CENTER FACILITIES AND MARIHUANA RETAIL OVERLAY DISTRICTS.

Sec. 50-801. Purpose and objectives.

The purpose and objectives of the medical marihuana provisioning center facilities and marihuana retail overlay district is to allow for the unique activity of medical marihuana provisioning center facilities and marihuana retailers within the city while achieving land management objectives of appropriate placement of said uses within the city while segregating the use from certain other land uses in order to avert situations in which such a use may have a deleterious effect on neighboring properties or the city as a whole.

Sec. 50-802. Medical Marihuana Provisioning Center Facilities and Marihuana Retailer Overlay Districts.

The following medical marihuana provisioning center facilities and marihuana retailer overlay districts are hereby established within the city.

(a) A district containing those parcels of property bounded by the existing B2 - Retail Sales Business - District south of Michigan Avenue and west of Brody Road.

(b) A district containing those parcels of property north of Abbey Road as extended to U.S. 127, west of Coolidge Road, east of U.S. 127 and south of the northern boundary line of the existing OIP - Office Industrial Park – District as extended to U.S. 127.

(c) A district containing those parcels of property bounded by Park Lake Road, Haslett Road, and Merritt Road.

(d) A district containing those parcels of property abutting the south side of Grand River Avenue between Cedar Street to the west and Hagadorn Road to the east.

Sec. 50-803. Permitted Uses.

Permitted principal uses, subject to an approved special use permit, as provided for in Article II, Division 3 of this Chapter are:

(a) Medical marihuana provisioning center facilities if they meet the standards of and are operated in accordance with the standards set forth in Sec. 50-94(a) and Sec. 50-94a (a) and (b).

(b) Marihuana retailers if they meet the standards of and are operated in accordance with the standards set forth in Sec. 50-94(a) and Sec. 50-94b (a) and (b) and have been issued a special use permit for a medical marihuana provisioning center facility at the same location and have a current, valid equivalent license, as defined by the State administrative rules, issued by the State for the operation of a medical marihuana provisioning center within the City of East Lansing.
City of East Lansing, Michigan

RESOLUTION DECLARING AUGUST 31, 2019 AS INTERNATIONAL OVERDOSE AWARENESS DAY IN THE CITY OF EAST LANSING.

August 13, 2019

WHEREAS, International Overdose Awareness Day is a chance to shed light on a public health crisis that is sweeping the globe.

WHEREAS, it is a chance for us to state, unequivocally, that the people who use drugs deserve dignity, compassion, and support; and,

WHEREAS, Globally, there is an estimated minimum of 190,900 premature deaths caused by drugs (range: 115,900 to 230,100); and,

WHEREAS, in 2017, more than 70,000 Americans lost their lives due to drug overdose.

WHEREAS, More Americans die from drug overdoses than even the worst years of HIV/AIDS, car crashes or gun violence.

THEREFORE, BE IT RESOLVED, That the City of East Lansing is committed to bringing awareness to the major epidemic of overdoses by declaring August 31, 2019 as International Overdose Awareness Day.

ORDINANCE NO. 1468

AN ORDINANCE TO AMEND THE ZONING USE DISTRICT MAP OF CHAPTER 50 -- ZONING -- OF THE CODE OF THE CITY OF EAST LANSING

THE CITY OF EAST LANSING ORDAINS:

The Zoning Use District Map is hereby amended to rezone the following described area from R-2, Medium Density Single-Family Residential District, to RM-32, City Center Multiple Family Residential District:

Parcels:

33-20-02-07-314-012
33-20-02-07-314-013

More commonly known as 710, 722, and 722 ½ Grove Street, East Lansing, Michigan 48823.

Items 25-27

25.) Adams Outdoor v City of East Lansing Proposed Settlement.

Mike Bogren introduced the proposed settlement and answered questions from Council.

Moved by Altmann, seconded by Beier to approve the proposed settlement.

ALL YEAS
MOTION CARRIED
26.) Authorize City Manager to sign deed transferring remaining property interest back to school district.

Mr. Yeadon introduced the deed transfer and answered questions from Council.

Moved by Draheim, seconded by Stephens to authorize the City Manager to sign deed transferring remaining property interest back to school district.

ALL YEAS
MOTION CARRIED

27.) Consideration of Ordinance 1466: an ordinance replacing the University Student Commission’s National Panhellenic Council and Community Relations Coalition seats with at-large seats.

Nicole Bartell, Assistant to the City Manager, introduced Ordinance 1466 and answered questions from Council.

Moved by Draheim, seconded by Stephens to approve Ordinance 1466.

ALL YEAS
MOTION CARRIED

ORDINANCE NO. 1466


THE CITY OF EAST LANSING ORDAINS:

Section 2-421 of Chapter 2 of the Code of the City of East Lansing is hereby amended to read as follows:

Sec. 2-421. - Membership; designation of members.

(a) The university student commission shall consist of 11 members appointed each October for one-year terms from each of the following student organizations:

(1) The Inter-Fraternity Council of MSU (one).
(2) The Panhellenic Council of MSU (one).

(3) The National Panhellenic Council of MSU (one).
(43) The Residence Halls Association of MSU (one).
(54) The Inter-Cooperative Council of MSU (one).
(65) Olin Health Center (one).
(76) The MSU Council of Graduate Students (one).
The Student Assembly of the Associated Students of MSU (one).

The Community Relations Coalition (one).

Two-Four members appointed at-large from the general MSU student population by the East Lansing City Council.

(b) The city manager or his or her designee shall advise each of the aforementioned student organizations in writing on or before September 1 of each year of the opportunity to designate one of their members for appointment to the commission; provided, however, should any of the student organizations fail to propose a member for appointment by September 30 of each year, the city council may appoint an additional member-at-large from the general MSU student population to fill the designated seat.

Items 28-30

28.) Consideration of Ordinance 1460: an ordinance to amend the Code of the City of East Lansing by adding a new section, which new section shall be designated as Section 50-532, of Division I - Generally - of Article VI - Business, Office, and Industrial Districts and amending Section 50-793, of Division VI - East Village District - of Chapter 50 - Zoning - of the Code of the City of East Lansing to require universal design features in multiple family housing within business districts.

David Haywood, Planning & Zoning Administrator, introduced Ordinance 1460 and answered questions from Council.

Mayor Meadows opened the public hearing.

Mayor Meadows closed the public hearing.

Moved by Altmann, seconded by Beier to approve Ordinance 1460.

ALL YEAS
MOTION CARRIED

CITY OF EAST LANSING

ORDINANCE NO. 1460


THE CITY OF EAST LANSING ORDAINS:

Division I of Article VI of Chapter 50 is hereby amended by adding Section 50-532 and amending Section 50-793 to the code of the City of East Lansing to read as follows:
Sec. 50-532. Universal Design requirements.

(a) The purposes of this section are to require the development of dwelling units in business, office, and industrial districts that are visitable, usable, and safe for occupancy by persons with disabilities and to accommodate a wide range of individual preferences and functional abilities while not significantly impacting housing costs and affordability.

(b) The requirements of Sections 50-362 through Sections 50-365 shall apply to the new construction of all multifamily residential dwellings in all residential and mixed-use development projects in the city's business, office, and industrial districts constructed under the Michigan Building Code and to townhouse and duplex development projects with greater than ten dwelling units constructed under the Michigan Residential Code, in the aggregate of all phases.

Sec. 50-793. - Building envelope requirements, all zones

A. Building envelope requirements are illustrated in the following graphics:

Figures

B. General requirements.

(1) The minimum story height for the first floor is 17 feet as measured from finished floor to finished floor.

(2) No more than 40 percent of the streetwall may be set back from the building front on the first and second floors of the building. After the second story, the building shall be set back a minimum of four feet from the build-to line to allow for open air patios and increased light and air-to-ground levels. The city council may, upon an affirmative vote of three-fourths of all members of the city council, waive this requirement if the applicant demonstrates that an alternative design meets the intent of this requirement.

(3) The first story facade shall have a range of fifty (50) percent minimum to seventy five (75) percent maximum transparency, measuring the face of the first story of the building as a percentage of the solid material to transparent material where commercial uses are present (Fig. 8).

Figure 8. Graphic representation of first story requirements for windows and entryways.

(4) First story window sills must be a minimum of 1½ feet and a maximum of 4½ feet above the sidewalk where commercial uses are present (Fig. 8).

(5) All doorways shall be recessed in such a way that doors do not encroach into the right-of-way or beyond the build-to line (see subsections 50-793(E)(1)(3)).

(6) Awnings or overhangs shall be provided, at a minimum, over the entranceway to each building.

(7) Rooftop equipment shall be reasonably screened. (8) Signs shall be in accordance with chapter 32.

C. Facade materials. To create a compatible visual relationship with the university and the downtown, building designs and facades should incorporate the surface materials and some of the
architectural elements found in the traditional architecture of nearby university buildings and the more contemporary urban-scale structures in the downtown.

(1) The materials listed below indicate the maximum allowed per building of each type including all surfaces with the exception of the roof.

Schedule of Facade Materials

<table>
<thead>
<tr>
<th>Wall Material</th>
<th>Maximum Allowable Percentages*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick natural clay</td>
<td>100</td>
</tr>
<tr>
<td>Glazed brick or ceramic tile</td>
<td>100</td>
</tr>
<tr>
<td>Limestone</td>
<td>100</td>
</tr>
<tr>
<td>Stone field, cobble, etc.</td>
<td>100</td>
</tr>
<tr>
<td>Granite/marble, polished</td>
<td>100</td>
</tr>
<tr>
<td>Fluted and split faced C.M.U.</td>
<td>75</td>
</tr>
<tr>
<td>Striated scored C.M.U.</td>
<td>25</td>
</tr>
<tr>
<td>Standing seam metal</td>
<td></td>
</tr>
<tr>
<td>(must have factory applied permanent color finish)</td>
<td>75</td>
</tr>
<tr>
<td>Glass block</td>
<td>50</td>
</tr>
<tr>
<td>Display glass</td>
<td>50</td>
</tr>
<tr>
<td>Molded cornices, trim, columns, surrounds</td>
<td>15</td>
</tr>
</tbody>
</table>

* Maximum allowable percentages do not eliminate transparency requirements.

(2) Streets, alleys, parking, and loading/unloading.

a. The adequacy of public streets to meet the needs of a redevelopment proposal shall be verified by the submission of a traffic impact study. Traffic impact study means the analysis of the potential traffic impacts generated by a proposed project. It shall be prepared by a certified traffic engineer per the Institute of Transportation Engineers (ITE), and at a minimum provide:

1. A description of the site, surroundings, and study area.

2. Existing traffic conditions, roadway characteristics, driveways and potential turning movement conflicts, traffic crash data and analysis covering the most recent three years for the study area or proximity to site access points.

3. Forecasted trip generation of proposed use for the a.m. and p.m. peak hour and average day. The forecasts shall be based on the data and procedures outlined in the most recent edition of Trip Generation
published by the Institute of Transportation Engineers (ITE). The applicant may use other commonly accepted sources of data or supplement the standard data with data from at least three similar projects in Michigan.

4. Any additional information requested by the city engineer needed to summarize the full extent of traffic impacts.

5. A summary of findings.

6. Mitigation plan which may include measures such as roadway widening, need for bypass lanes or deceleration tapers/lanes, changes to signalization, use of access management techniques or a reduction in the proposed intensity of use.

b. The adequacy of parking facilities to meet the needs of a redevelopment proposal shall be verified by the submission of a study of shared parking prepared by a consultant specializing in shared parking studies. It shall clearly establish those uses that will utilize the shared spaces at different times of the day, week, month and year, including seasonal or mode adjustment factors, the study shall:

1. Be based on the most current Urban Land Institute's shared parking study methodology or other generally accepted methodology;

2. Address the size and type of activities, the composition of occupants, the rate of turnover for proposed shared spaces and the anticipated peak parking and traffic loads;

3. Provide for a reduction by not more than 50 percent of the combined parking required for each use and no reduction in the number of spaces reserved for persons with disabilities.

c. Six on-site surface parking spaces are allowed for every one-half acre, or more, of redevelopment site for customer convenience and short-term loading and unloading. This may be met by six parallel parking spaces along a local street adjacent to the redevelopment site or six on-site parking spaces at the rear of the building off shared alleyways. All other required parking must be located within a parking structure.

d. Alleys must have a minimum width of 20 feet for access of public services.

e. Service and loading/unloading areas shall be located at the rear of buildings off shared alleyways.

(3) Public areas.

a. Public sidewalks must be a minimum of 22 feet wide on Grand River Avenue, 20 feet wide on Bogue Street and 14 feet wide on all local streets. Street trees, benches, bicycle racks, bus shelters, street lights, and any other amenities shall be located within the required sidewalk areas.
b. Public sidewalks shall be constructed with a combination of concrete and brick as shown on the siting plans (see subsections 50-793(E)(1)(3)).

c. Amenities located in public areas such as kiosks, benches, bus shelters, newspaper racks, and trash receptacles shall be consistent with the intent of the Downtown East Lansing Design Guidelines Manual.

(4) Landscaping and Amenities.

a. Street trees shall be provided at a minimum of one for every 35 feet of street frontage along Grand River Avenue and Bogue Street, and one street tree for every 20 feet of frontage along local streets. These street trees may be placed an equal distance apart or clustered.

b. Surface parking areas located behind buildings off shared alleys shall provide a tenfoot buffer between the sidewalk and parking. A minimum of one street tree shall be provided per buffer. The remaining planting area should consist of a minimum of one species of evergreen shrub, two species of deciduous shrubs, and three species of perennials, including groundcovers (see subsections 50-793(E)(1) and (3)). A three-foot high decorative wall with similar materials as used on the facade of adjacent buildings may be used in lieu of a ten-foot planting buffer for screening parking areas. All plant material must be suitable for urban conditions and be site appropriate for scale and light exposure.

(5) River protection.

a. Any redevelopment which has frontage on the river shall improve and maintain the floodway/floodplain in a way that protects the area from flooding consistent with development constraints due to the location of the 100-year floodplain. (Fig. 10).

b. At the city's request, a riverbank improvement plan shall be prepared by a consulting firm specializing in riverbank restoration at the developer's expense. The intent of this plan is to determine areas along the bank, for each individual development project, that are in need of stabilization in order to prevent erosion of the bank. When a plan is requested by the city, the plan shall make recommendations for bank stabilization and filtering contaminants from run-off prior to reaching the river. These methods must be incorporated into redevelopment plans.

Figure 10

(D) Building height—All zones.

(E) Building siting.

   (1) Grand River Avenue/Bogue Street Area Zone.

   (2) Grand River Avenue Area.

Notes:
1. All doorways shall be recessed in such a way that doors do not encroach into the right-of-way or beyond the build-to line.

2. A maximum of 40 percent of the building frontage can be set back from the BTL.

3. Trees may be evenly spaced or clustered.

4. Project sites may be required to provide a riverbank buffer.

(3) Waters Edge Area Zone.

Notes:

1. All doorways shall be recessed in such a way that doors do not encroach into the right-of-way or beyond the build-to line.

2. A maximum of 40 percent of the building frontage can be set back from the BTL.

3. Trees may be evenly spaced or clustered.

4. Project sites may be required to provide a riverbank buffer.

(F) Universal Design requirements.

(a) The purposes of this sub-section are to require the development of dwelling units in the East Village District that are visitable, usable, and safe for occupancy by persons with disabilities and to accommodate a wide range of individual preferences and functional abilities while not significantly impacting housing costs and affordability.

(b) The requirements of Sections 50-362 through Sections 50-365 shall apply to the new construction of all multifamily residential dwellings in all residential and mixed-use development projects in the East Village District constructed under the Michigan Building Code and to townhouse and duplex development projects with greater than ten dwelling units constructed under the Michigan Residential Code, in the aggregate of all phases.

29.) Consideration of a site plan and special use permit application request from American Business Investments to renovate and partially reconstruct the existing structure, including drive-through, for the property at 947 Trowbridge Road.

Mr. Haywood introduced the site plan and special use permit and answered questions from Council.

Councilmember Draheim asked that the Commission on the Environment be included for future plans concerning drive-throughs.

Mayor Meadows opened the public hearing.

Mayor Meadows closed the public hearing.

Moved by Stephens, seconded by Draheim to approve the site plan and special use permit application from American Business Investments for the property at 947 Trowbridge Road to renovate the front 35 feet 6 inches and reconstruct the rear 15 feet 4 inches of the existing building and reconstruct the parking
lot for a Biggby Coffee Shop, with drive-through window, and future commercial space on property located at 947 Trowbridge Road, subject to the conditions of approval stated in the Planning Commission referral letter of August 8, 2019.

Moved by Meadows, seconded by Altmann to approve the following amendment:

14. The drive-through may only be used for coffee shop use.

ALL YEAS
MOTION CARRIED

ALL YEAS ON MAIN MOTION
MOTION CARRIED

30.) Consideration of an application from Kodiak Landarc, LLC for site plan and special use permit approval for the property at the southwest corner of the intersection of Merritt Road and Park Lake Road. The applicant is proposing to construct three new buildings, including a 7,000 square foot medical marihuana provisioning center, 4-story, 107 room hotel, and 8,690 square foot retail strip center.

Mr. Haywood introduced the site plan and special use permit and answered questions from Council.

Mike Bahoura answered questions from Council.

Councilmember Draheim asked that the Commission on the Environment be included on any major development involving infill or greenfield land.

Mayor Meadows opened the public hearing.

Diane Holman spoke concerning the site plan and special use permit application.

Mr. Yeadon answered questions from Council.

Scott House, Director of Public Works, answered questions from Council.

Alice Dreger, 621 Sunset Ln, spoke concerning the site plan and special use permit application as well as the land sale.

Mayor Meadows closed the public hearing.

Mr. Lahanas answered questions from Council and went through the history of the land sale.

Mayor Meadows closed the public hearing.

Moved by Draheim, seconded by Altmann to approve the site plan and special use permit application from Kodiak Landarc, LLC for the property at the southwest corner of the intersection of Merritt Road and Park Lake Road to construct three new buildings, including a 7,000 square foot medical marihuana provisioning center; a 4-story, 107 room hotel; and an 8,690 square foot retail strip center.

Moved by Draheim, seconded by Meadows to approve the following amendment:
4. Bike racks shall be installed sufficient to accommodate at least one 16 bicycles as shown on the revised site plan.

Councilmember Draheim and Mayor Pro Tem Altmann accepted a friendly amendment as follows:

Moved by Draheim, seconded by Altmann to approve the site plan and special use permit application from Kodiak Landarc, LLC for the property at the southwest corner of the intersection of Merritt Road and Park Lake Road to construct three new buildings, including a 7,000 square foot medical marihuana provisioning center; a 4-story, 107 room hotel; and an 8,690 square foot retail strip center, subject to the conditions of approval stated in the Planning Commission referral letter of August 8, 2019.

ALL YEAS
MOTION CARRIED

Moved by Draheim, seconded by Meadows to approve the following amendment:

9. The project shall be designed and developed in accordance with all applicable State and local statutes, codes and regulations prior to commencement of construction applicant will provide the city with copies of all applicable State permits and approvals related to brownfield remediation and due care requirements.

Moved by Altmann, Seconded by Meadows to approve the following amendment:

26. Applicant shall install and maintain four electric vehicle charging stations as required by City Code.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Draheim to approve the following amendment:

12. A medical marihuana provisioning center may not be operated out of a residence or residential structure.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Stephens to approve the following amendment:

21. The hours of operation of the provisioning center must be set between 10 a.m. and 9 p.m., Monday through Sunday.

ALL YEAS
MOTION CARRIED

Moved by Stephens, seconded by Meadows to approve the following amendment:

13. The consumption of alcohol, medical marihuana or tobacco products on the premises of the medical marihuana provisioning center facility is prohibited.
ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Stephens to approve the following amendment:

27. A construction staging plan shall be provided to staff prior to the commencement of construction.

Councilmember Draheim asked that the plans be given to adjacent property owners.

ALL YEAS
MOTION CARRIED

Moved by Meadows, seconded by Stephens to approve the following amendment:

28. The medical marihuana provisioning center shall not have a drive-through.

Mayor Meadows withdrew his motion.

ALL YEAS ON ORIGINAL MOTION
MOTION CARRIED

Item 31  Closed Session

Mayor Meadows asked for a motion and a roll-call vote to enter into Closed Session for the purposes of discussing an attorney/client privileged communication.

Moved by Stephens, seconded by Altmann to move into Closed Session.

ALL YEAS
MOTION CARRIED

Item 32  Adjournment

Moved by Beier, seconded by Draheim for Council to adjourn Closed Session and return to the regular session at 8:59 P.M.

ALL YEAS
MOTION CARRIED

Without objection, the meeting was adjourned at 9:00 P.M.

_____________________________  ______________________________
Mark S. Meadows            Jackson Mills
Mayor               Administrative Assistant
1. OPENING
1.1. Roll Call
1.2. Approval of the agenda
1.3. Approval of the minutes
   8-13-19
   9-3-19

2. COMMUNICATIONS
2.1. All written communications received by Council are posted on the online agenda packet.
   Written Communication

2.2. Communications from the audience

2.3. Communications from the Mayor and Councilmembers

2.4. City Manager's Report

2.5. City Attorney's Report

3. CONSENT AGENDA
3.1. Approve the following appointments or reappointments to Boards and Commissions:
   a. Thasin Sardar to the Human Relations Commission for a partial term ending December 31, 2020
   b. Veda Hawkins to the Elected Officers Compensation Commission for a full term ending December 31, 2026
   c. John Czarnecki to the Elected Officers Compensation Commission for a partial term ending December 31, 2021
   d. Sarah Preisser to the Elected Officers Compensation Commission for a full term ending December 31, 2026

   3.22. Approve a Class III rental license for up to two unrelated persons or a family at 3981 Gallop Road. The owner is Falcon Pointe Holdings, LLC, East Lansing and the legal agent is Robert Schroeder, East Lansing. 
   Agenda Item Report - Pdf

3.2. Approve amendments to the Historic District Commission By-Laws.
   Agenda Item Report - Pdf

3.3. Approve the Humana Medicare Advantage Plan: Renewal for 2020 and
authorize the City Manager to sign.

Agenda Item Report - Pdf

3.4. Approve the purchase of Handheld Emergency Radios for DPW in the amount of $46,890.00 and to authorize the City Manager to sign.

Agenda Item Report - Pdf


Agenda Item Report - Pdf

3.6. Approve the Settlement Agreement between the City of East Lansing and the Police Officers Association of Michigan (POAM) and authorize the City Manager to sign the agreement.

Agenda Item Report - Pdf

3.7. Approve the Professional Engineering Services Agreement from Tetra Tech, Inc. for the FY2021 through FY2025 SRF Project Plan at a cost of $79,900.00 and authorize the City Manager to sign.

Agenda Item Report - Pdf

3.8. Approve Change Order No. 2 in the amount of $124,008.96 and Change Order No. 3 in the amount of $464,921.17 to the Michigan Avenue and Harrison Road Sewer Improvements Project and authorize the City Manager to sign.

Agenda Item Report - Pdf

3.9. Approve the allocation of contingency funds for the FY19 SRF loan funded projects: Biosolids Improvements with Digester, Michigan and Harrison Sewer Improvements, and Woodingham Pump Station Replacement.

Agenda Item Report - Pdf

3.10. Set a public hearing for October 8, 2019 to consider a site plan application to modify the approved site plan for the property at 6210 Abbot Road for the construction of 50, two-bedroom residential units in a mix of 3- and 4-unit buildings, and the conversion of existing commercial space to two residential units.

Agenda Item Report - Pdf

3.11. Approve a date change for the Public Hearing on Ordinance 1462 scheduled for January 21, 2020 to be moved to February 25, 2020.

Agenda Item Report - Pdf


Agenda Item Report - Pdf

3.12. Set a public hearing for October 8, 2019 to consider a modified site plan application from Tailwind East Lansing III, LLC for the property at 6210 Abbot Road to modify the site plan conditions of approval for the Gaslight Village development to remove the limitation on leasing for periods of less than two years.
3.13. Set a public hearing for October 8, 2019 to consider a site plan and special use permit application from Northern United Brewing Company, LLC to establish a brewery, winery, distillery and artisan pizza restaurant and bar at 218 Albert Avenue.

3.14. Set a public hearing for October 8, 2019 to consider a site plan and special use permit application from Royal Apartments, USA and Vlahakis Development for the properties at 314, 328, 334, and 340 Evergreen Avenue for a 9-story, 110-foot-tall mixed-use building containing two levels of underground parking, 23,008 square feet of commercial space “market” on the first floor, 184 market rate and income qualified rental apartments on the upper floors, the realignment and extension of Albert Avenue, and associated utility and public plaza improvements.

3.15. Set a public hearing for October 8, 2019 to consider a special use permit application from Target Corporation for the property at 201 East Grand River Avenue to allow the sale of packaged beer, wine, and spirits for off premise consumption.

3.16. Introduce and refer to the Planning Commission Ordinance 1470, an ordinance to rezone 3225 West Road from RA, Residential Agricultural District, to B-2, Retail Sales Business District.

3.17. Set a public hearing for October 8, 2019 to consider an application from GTW Investment Properties, L.L.C. for site plan and special use permit approval for the property at 215 and 217 River Street to construct a four-story sorority to house 44 people.

3.18. Resolution Authorizing the City Manager to execute deed and related documents for the Merritt Road property sale

4. PUBLIC HEARING

4.1. Consideration of Ordinance 1458, an ordinance to rezone the properties at 314, 328, 334, and 340-344 Evergreen Avenue from RM-32, City Center Multiple-Family Residential District, to B-3, City Center Commercial District.

5. BUSINESS AGENDA

5.1. Consideration of Ordinance 1467, an Ordinance prohibiting the practice of conversion therapy.
6. ADJOURNMENT
The Regular Council of the City of East Lansing was called to order on Tuesday, September 10, 2019, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Councilmember Ruth Beier, Councilmember Shanna Draheim, Councilmember Aaron Stephens, Mayor Pro Tem Erik Altmann, and Mayor Mark Meadows

EXCUSED:

1 OPENING

1.1 Roll Call

1.2. Approval of the agenda

Moved by Councilmember Shanna Draheim, seconded by Councilmember Aaron Stephens, **Motion to approve the agenda.**
5 YEAS
Carried

1.3. Approval of the minutes

Moved by Mayor Pro Tem Erik Altmann, seconded by Councilmember Shanna Draheim, **Motion to approve the minutes from the August 13, 2019 regular meeting.**
5 YEAS
Carried

Moved by Councilmember Aaron Stephens, seconded by Councilmember Ruth Beier, **Motion to approve the minutes from the September 3, 2019 Discussion Only meeting.**
5 YEAS
Carried

2 COMMUNICATIONS

2.1. All written communications received by Council are posted on the online agenda packet.

2.2. Communications from the audience

Liz Miller, 1521 Grand River Ave, spoke concerning Agenda Item 5.1.
Talyce Murray spoke concerning Agenda Item 5.1.

2.3. Communications from the Mayor and Councilmembers

- Councilmember Beier: None

- Councilmember Draheim: Reminded the public about the East Lansing Talks About: Suicide and Self-Harm on September 18, 2019 at 6:00 pm at the East Lansing Public Library.

- Councilmember Stephens: Provided an update on The Hub and announced the HRC will be hosting a Coffee and Conversations event on September 22, 2019 from 2:00 pm to 4:00 pm at Blue Owl Coffee.

- Mayor Pro Tem Altmann: None

- Mayor Meadows: None

2.4. City Manager’s Report

- City Manager George Lahanas: Provided an update concerning iCompass.

2.5. City Attorney’s Report

- City Attorney Tom Yeadon: None

3 CONSENT AGENDA

3.1. Approve the following appointments or reappointments to Boards and Commissions:
   a. Thasin Sardar to the Human Relations Commission for a partial term ending December 31, 2020
   b. Veda Hawkins to the Elected Officers Compensation Commission for a full term ending December 31, 2026
   c. John Czarnecki to the Elected Officers Compensation Commission for a partial term ending December 31, 2021
   d. Sarah Preisser to the Elected Officers Compensation Commission for a full term ending December 31, 2026

3.22. Approve a Class III rental license for up to two unrelated persons or a family at 3981 Gallop Road. The owner is Falcon Pointe Holdings, LLC, East Lansing and the legal agent is Robert Schroeder, East Lansing.

Approve a Class III rental license for up to two unrelated persons or a family at 3981 Gallop Road. The owner is Falcon Pointe Holdings, LLC, East Lansing and the legal agent is Robert Schroeder, East Lansing. Carried

3.2. Approve amendments to the Historic District Commission By-Laws.

3.3. Approve the Humana Medicare Advantage Plan: Renewal for 2020
and authorize the City Manager to sign.

3.4. Approve the purchase of Handheld Emergency Radios for DPW in the amount of $46,890.00 and to authorize the City Manager to sign.


3.6. Approve the Settlement Agreement between the City of East Lansing and the Police Officers Association of Michigan (POAM) and authorize the City Manager to sign the agreement.

3.7. Approve the Professional Engineering Services Agreement from Tetra Tech, Inc. for the FY2021 through FY2025 SRF Project Plan at a cost of $79,900.00 and authorize the City Manager to sign.

3.8. Approve Change Order No. 2 in the amount of $124,008.96 and Change Order No. 3 in the amount of $464,921.17 to the Michigan Avenue and Harrison Road Sewer Improvements Project and authorize the City Manager to sign.

3.9. Approve the allocation of contingency funds for the FY19 SRF loan funded projects: Biosolids Improvements with Digester, Michigan and Harrison Sewer Improvements, and Woodingham Pump Station Replacement.

3.10. Set a public hearing for October 8, 2019 to consider a site plan application to modify the approved site plan for the property at 6210 Abbot Road for the construction of 50, two-bedroom residential units in a mix of 3- and 4-unit buildings, and the conversion of existing commercial space to two residential units.

3.11. Set a public hearing for October 8, 2019 to consider Ordinance 1462, an ordinance to amend Sections 50-790, 50-791, 50-792, 50-793 and 50-794 of Division 6 – East Village District – of Article VII – Other Districts – of Chapter 50 – Zoning – of the Code of the City of East Lansing to make changes to certain provisions of the East Village District.

3.12. Set a public hearing for October 8, 2019 to consider a modified site plan application from Tailwind East Lansing III, LLC for the property at 6210 Abbot Road to modify the site plan conditions of approval for the Gaslight Village development to remove the limitation on leasing for periods of less than two years.

3.13. Set a public hearing for October 8, 2019 to consider a site plan and special use permit application from Northern United Brewing Company, LLC to establish a brewery, winery, distillery and artisan pizza restaurant and bar at 218 Albert Avenue.

3.14. Set a public hearing for October 8, 2019 to consider a site plan and special use permit application from Royal Apartments, USA and Vlahakis Development for the properties at 314, 328, 334, and 340 Evergreen Avenue for a 9-story, 110-foot-tall mixed-use building containing two levels of underground parking, 23,008 square feet of commercial space “market” on the first floor, 184 market rate and income qualified rental apartments on the upper floors, the realignment and extension of Albert Avenue, and associated utility and public plaza improvements.
3.15. Set a public hearing for October 8, 2019 to consider a special use permit application from Target Corporation for the property at 201 East Grand River Avenue to allow the sale of packaged beer, wine, and spirits for off premise consumption.

3.16. Introduce and refer to the Planning Commission Ordinance 1470, an ordinance to rezone 3225 West Road from RA, Residential Agricultural District, to B-2, Retail Sales Business District.

3.17. Set a public hearing for October 8, 2019 to consider an application from GTW Investment Properties, L.L.C. for site plan and special use permit approval for the property at 215 and 217 River Street to construct a four-story sorority to house 44 people.

3.18. Resolution Authorizing the City Manager to execute deed and related documents for the Merritt Road property sale

Moved by Mayor Pro Tem Erik Altman, seconded by Councilmember Shanna Draheim, Motion to approve the consent agenda.
5 YEAS
Carried

EAST LANSING HISTORIC DISTRICT COMMISSION

BYLAWS - RULES OF PROCEDURE

ARTICLE I - NAME

The name of the Commission shall be the East Lansing Historic District Commission.

ARTICLE II - OBJECTIVES

The objectives and purpose of the Commission are those set forth in Sections 20-4 and 20-2 of Chapter 20 of the Code of the City of East Lansing.

ARTICLE III - OFFICERS AND THEIR DUTIES

Section 1

Officers shall be Chair, Vice Chair and Secretary. The City Manager's designee shall serve as Secretary of the Commission.

Section 2

The Chair shall preside over all meetings of the Historic District Commission and shall have duties normally conferred by parliamentary usage.

Section 3

The Vice Chair shall act for the Chair in his/her absence. The Vice Chair shall be responsible for ensuring that all commission business is conducted in accordance with these Bylaws.
ARTICLE IV - ELECTION OF OFFICERS

Section 1

The election of the Chair and Vice Chair shall be held at the first regular meeting of the year.

Section 2

Nominations shall be made from the floor at the regular meeting in December.

Section 3

A candidate receiving a majority vote of the Commission shall be declared elected and shall serve a term of one year or until a successor shall take office.

Section 4

If the office of Chair becomes vacant, the Vice Chair shall immediately become the Chair. Using regular election procedures, a vacancy in the office of Vice Chair shall be filled during the meeting where it occurs or, if it becomes vacant between meetings, at the next regular or special meeting.

ARTICLE V - MEETINGS

Section 1

Regular meetings shall be held monthly at least six times per year at such time, date and place as the Commission shall establish by resolution. The Commission or Chair may cancel and/or reschedule a regular meeting. In the event of cancelled meetings or lack of business the Commission must still meet a minimum of six-four times per year.

Section 2

Special meetings may be called by the Chair, any three members of the Commission, or at the request of the City Manager. The notice of a special meeting shall specify the purpose of the meeting, and no other business may be considered.

Section 3

The Secretary shall give written notice of all meetings, both regular and special, to all members of the Commission at least 48 hours in advance of the meeting. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.

Section 4

A majority of the members of the Commission appointed and serving shall constitute a quorum for the transaction of business. Any member who has been granted a leave of absence, or has been removed by the appointing authority or
automatically removed for nonattendance, shall not be deemed to be serving for purposes of determining a quorum.

A concurring vote of four members of the Commission shall be necessary to issue a Certificate of Appropriateness or to make recommendations to City Council for the adoption or modification of Preservation Guidelines. Other actions of the Commission shall require a simple majority of members present constituting a quorum.

Section 5

Voting shall be by voice and shall recorded by “yes” and “no”.

Section 6

Each member of the Commission shall cast a “yea” or “nay” vote on each question before the Commission.

Section 7

Conflicts of Interest. A member who has a direct conflict of interest of more than a de minimis nature as defined by MCL 15.322 and 15.323 or the City Code of Ethics, Chapter 2 of the City Code, in any matter before the Commission, shall disclose that interest prior to the Commission taking any action with respect to the matter. This disclosure shall become part of the record of the Commission’s official proceedings. Any member making such disclosure shall, with the approval of the Commission, refrain from participating in the Commission’s decision-making process relative to such matter, including all discussions, motions made and votes taken, unless required by law.

Section 8

All meetings of the Commission, including regular meetings, special meetings and all committee and subcommittee meetings, shall be open to the public in accordance with the Michigan Open Meetings Act, being Act 267 of the Public Acts of 1976 of the State of Michigan, as amended. Closed sessions may be called for purposes listed in said Act if approved by a 2/3 vote of the members present and voting.

Section 9

Public Notification. At least ten days prior to the public hearing on the application for a Certificate of Appropriateness, the Secretary shall cause the notice of appealapplication to be published in a newspaper of general distribution in the city and shall deliver the notice of application for a Certificate of Appropriateness personally or by first class mail to the applicant, the owners of all properties within three hundred feet of the subject property at the address given in the last assessment roll, and the non-owner occupants of all residences within three hundred feet of the subject property. Notice shall also be given to all neighborhood associations and heritage neighborhood committees in which the residence is located.

Section 10
All writing of the Commission shall be maintained and published in compliance with the Freedom of Information Act, being Act 442 of the Public Acts of 1976, as amended. Writings are defined by Section 2(e) of the Freedom of Information Act to mean any means of recording including letters, words, pictures, sounds or symbols on paper, magnetic tape or otherwise.

Section 11

Parliamentary procedure in Commission meetings shall be governed by Robert’s Rules of Order, current edition, as amended. A majority vote of the Commission members present may suspend the use of such rules upon motion and second.

Section 12

All materials pertinent to Commission action must be submitted to the Commission staff no later than four [four] weeks prior to the meeting for which action is proposed.

Section 13

If the Chair and Vice Chair are both absent at the time a meeting is scheduled to begin, the secretary, after establishing that a quorum is present, will open the meeting, take the roll, ask for nominations for a Chair pro tem and Vice Chair pro tem, and conduct the election, then turn the meeting over to the person elected who will continue with the meeting. Such office is terminated if the Chair or Vice Chair arrives later in the meeting.

ARTICLE VI - ORDER OF BUSINESS

Section 1

The order of business at regular meetings shall be as follows:

- Opening (includes roll call, approval of minutes, and approval of agenda)
- Communications
- Public Hearings
- Old Business
- New Business
- Reports from Commissioners
- Staff Announcements
- Assignments
- Adjournment

All persons shall be allowed to address the meeting on any issue before it at the proper time. Said person shall give his/her name and address for the record. Reasonable time limits may be established by the Chair for individual and group presentations.

Section 2 - Approval of Agenda

The order and content of the agenda shall be approved by a vote of members present at the meeting.

Section 3 - Conduct of Hearings
Request for action on a Certificate of Appropriateness shall be heard in the following manner:

1. Call of the case by the Chair.

2. Staff Report. This shall include at a minimum:
   a. The address of the property, vicinity map and the status of the property in the district.
   b. The name and address of the property owner.
   c. The name, address and role of the petitioner's applicant. In the case of a demolition or moving request, the Commission requires a written request from the owner stating the reasons for the request.
   d. A brief description of the building and its history, including any significant changes to the original configuration.
   e. The current zoning and land use classifications.
   f. A summary of the petitioner's applicant's request and the relevant sections of the Historic Preservation Code.

3. Petitioner's Applicant's Presentation: Petitioner Applicant may testify on his/her own behalf and may bring such witnesses as may be necessary.

4. Question by the Commission.

5. Audience participation (pertaining to this case).

6. Rebuttal by the Petitioner Applicant.

7. Closing of the Hearing followed by Commission discussion and action.

Before taking up any hearing, announcement shall be made of any petition withdrawn at that time. Requests for withdrawal may be made at any time prior to the case being called and may be granted at the discretion of the Chair.

All persons shall be allowed to address the meeting on any issue before it at the proper time. Said person shall give his/her name and address for the record. Reasonable time limits may be established by the Chair for individual and group presentations.

Section 4 – Rehearings Re-Submission of Denied Application

An applicant aggrieved by a decision of the commission may make modifications to the application and shall have the right to resubmit the application within 60 days of the commission decision. An application for rehearing/resubmission shall be reviewed in the same manner as an original hearing.

The application shall be denied by the Commission if the petitioner/applicant is unable
to present evidence to show that there has been a substantial change in facts, circumstances or the nature of the request.

An applicant aggrieved by a decision of the commission concerning a permit application may file an appeal with the state historic preservation review board of the Michigan Historical Commission of the Department of State, in accordance with the provisions of Public Act No. 169 of 1970. The appeal shall be filed within 60 days after the decision to deny is furnished to the applicant.

Section 5 – Continuation of an Application

Since four (4) affirmative votes are required by ordinance to approve a Certificate of Appropriateness, the absence of one or more members of the Commission could affect the outcome of an application. Therefore, to afford due process to each applicant, the Commission shall reconsider an application at a subsequent meeting if all the following conditions are met when the application is initially considered:

a) one to three members of the Commission are absent from the meeting at which the application is considered, excluding members who have been excused from considering the appeal because of a conflict of interest;

b) a motion to grant the Certificate of Appropriateness application is supported by at least one half of the members present but fewer than four members as required to approve the application; and

c) the applicant affirmatively states on the record the desire to continue the application.

The application shall be reconsidered at the next regular meeting of the Commission unless an alternative time is agreed to by the Commission and the applicant. In addition to the notification requirements in Section 4 above, all persons who communicated to the Commission on the application at the original public hearing shall receive notice of the date, time and place at which the application will be reconsidered. All written materials and communications received on the application at the original public hearing and the minutes of the original public hearing shall remain as part of the record on the application and be provided to Commission members, the applicant and the persons who participated in the original public hearing at least ten (10) days in advance of the meeting at which the application is reconsidered. When the application is reconsidered, the applicant and other interested persons shall be provided the opportunity to correct or supplement the record previously provided to the Commission.

ARTICLE VII - COMMITTEES

Section 1

In accordance with Section 20-33 of Chapter 20 of the Code of the City of East Lansing, the Commission shall appoint a member or members to the Design Assistance Team. The Design Assistance Team shall make recommendations to the Historic District Commission, the Building Official and other staff support concerning applications for changing any district resource and the creation or administration of Commission policies, procedures and programs.
Section 2

Advisory committees may be appointed by the Chair with consent of the Commission. Additional citizens, groups, or representatives of organizations may be invited to participate in the committee activities in a manner deemed most appropriate by the Chair of the committee.

ARTICLE VIII - AMENDMENTS TO THE BYLAWS

Section 1

The Bylaws may be proposed for amendment during a regular meeting by an affirmative vote of at least six minimum of four members of the Commission, provided notice of the proposed change is given to the Commission at the preceding regular meeting and specific wording for the change is included in the Commission’s packet for the meeting at which the decision will be made. The Bylaws and amendments to the Bylaws must be approved by City Council.

Section 2

The provisions of these Bylaws shall be reviewed by the Commission annually at the first regular session in January.

ARTICLE IX – APPOINTMENT, ABSENTEEISM, REMOVAL

Section 1

Members of the Historic District Commission shall be appointed and serve and be removed in accordance with the provisions of Chapter 2 of the Code of the City of East Lansing.

ARTICLE X - RESIGNATION

Section 1 In order to maintain a fully staffed Historic District Commission in accordance with State Law, a member of the Commission is encouraged to give 60 days notice to the City of a pending resignation from the Commission.

ORDINANCE NO. 1462


THE CITY OF EAST LANSING ORDAINS:

Sections 50-790, 50-791, 50-792, 50-793 and 50-794 of Chapter 50 of the Code of the City of East Lansing are hereby amended to read as follows:

Sec. 50-790. - Defined area.

The East Village District is approximately 35 acres bound by Bogue Street to
the west, Grand River Avenue to the north, Hagadorn Road to the east, and the Red Cedar River to the south (Fig. 1). The current information from the Federal Emergency Management Agency (FEMA) shows that the 100-year floodplain and the floodway covers approximately 40.2 percent of the 35 acres. An update to these plans is expected sometime in 2006, and it is anticipated that this area will decrease. The boundary for the district was initially determined by the district master plan as reflected in Ordinance 1140. In the future, the district may expand if the expansion meets the intent of the district master plan.

Figure 1. The properties master planned for the East Village District are located over the entire area between Bogue Street and Hagadorn Road south of Grand River Avenue and north of the Red Cedar River.

Sec. 50-791. - Definitions.

In addition to the definitions in sections 50-5—50-9, the following definitions shall apply to the East Village District:

Build-to line (BTL) means an alignment established a certain distance from the curb line to a line along which the building shall be built. Build-to lines vary for major streets and local streets and are dimensioned on the siting plans (see section 50-793). Build-to lines along Grand River Avenue will be based on the future right-of-way (R.O.W.) for Grand River Avenue improvements based on the 2000 Grand River Avenue Study and any future plans developed from the study.

Facade means the elevation or "face" of a building, from ground level to roof line.

Floodplain, 100-year means the low land near a watercourse which has been, or may be, covered by water of a flood of 100-year frequency, as established by engineering practices of the U.S. Army Corps of Engineers. It shall also mean that a flood of this magnitude may have a one percent chance of occurring in any given year.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway encroachment means any fill, structure, building, accessory use, or development in the floodway.

Floodplain/floodway remediation means the process of improving the floodway capacity that has by natural and man-made circumstances decreased over the years, causing an increase in the 100-year floodplain.

Major streets shall be Grand River Avenue, Hagadorn Road, and Bogue Street. All other streets in the District shall be considered local streets.

Shared parking means parking spaces assigned to more than one use where persons utilizing the spaces are unlikely to need the spaces at the same time of day.
Siting means the location and placement of a building, structure, parking, or other objects.

Transparency means use of material that allows one to see into a building.

Traffic impact study means a plan prepared to determine the impacts, if any, that a proposed redevelopment plan would have on existing roads. The plan shall provide solutions and/or alternatives as needed.

Shared-parking/Parking study means a plan prepared to determine the parking requirements based on the proposed uses and the expected range of time of day each use would require parking. The plan shall provide solutions and/or alternatives as needed.

Riverbank improvement plan means a plan prepared to determine where the use of riverbank improvement techniques would be beneficial to the river environment. The plan will be secondary to the city's floodplain/floodway remediation plan and shall be provided by the developer at the request of the city.

Street wall means the main wall of a structure that is closest to and most nearly parallel with an adjacent street.

New urbanism means the process of reintegrating the components of modern life (housing, workplace, shopping, and recreation) into compact, pedestrian-friendly, mixed-use neighborhoods linked by transit.

Sec. 50-792. - Regulating plan.

East Village District has four form-based zones (Fig. 2):

A. Grand River Avenue/Bogue Street Area

B. Grand River Avenue Area I

C. Grand River Avenue Area II

D. Water's Edge Area

Note: Exact boundaries for each zone are subject to change based on development plans that are consistent with the district master plan.

Figure 2

E. General requirements for each zone.

(1) [Intent.] The intent of the East Village Form-Based Zoning Codes are to provide for the economic, social, and environmental benefits of the East Village District.

(2) Economic.
a. In order to maximize the economic benefits of the district, redevelopment plans shall provide for an increase in density of the area while providing a mixture of uses, quality architecture, adequate parking facilities and site access.

b. Buildings in each zone can be up to eight stories and 112 feet in height and may provide a mixture of residential uses or office uses. Depending on the zone in which the building will be constructed, a building may be required to provide for office and retail uses on the first floor of the building. The city council may, upon an affirmative vote of three-fourths of all members of the city council, permit a maximum building height up to ten stories and 140 feet, as long as the additional building height will cause no significant negative impact on adjacent properties, public streets and parking facilities, or public utility and services.

The first floor of any building may include various office, public/semi-public uses and lobbies for upper levels. Traffic impact and shared-parking studies prepared by a professional transportation consultant are required to assure adequate access and that parking is neither insufficient nor excessive to accommodate the proposed mixture of uses. It is the responsibility of the developer to submit the plans prior to receiving preliminary site plan approval.

(3) Social.

a. In order to maximize the social benefits of the district, redevelopment plans shall provide for services and amenities which diversify such offerings within the zones.

b. Class A Multi-family redevelopment plans shall provide mixed-market rental units, and may provide owner occupied housing, and low to moderate income housing.

c. Redevelopment plans shall demonstrate acceptable motorized and non-motorized circulation through the district and easy access for the surrounding neighborhoods and the university.

d. Redevelopment plans shall provide pedestrian-oriented, human-scale, street-level environments. This will be made possible through the requirements for first story transparency, build-to lines, minimum sidewalk widths, minimum and maximum building heights, and landscaping. It is the city’s objective that alleys, patio seating, parks, and plazas designed to function for a variety of public events be incorporated through public/private cooperation and partnership as part of redevelopment plans for the district. It is also the city’s objective that other elements such as outdoor dining and rooftop gardens be included in redevelopment plans where appropriate.

(4) Environmental.

a. In order to maximize the environmental benefits of the district, redevelopment plans must protect and improve the condition of the
Red Cedar River and its banks.

b. When appropriate, the city shall contract a consultant specializing in floodplain/floodway remediation to prepare a floodplain/floodway remediation plan that shall provide the technical information needed to determine where and when remediation would benefit the environmental integrity of the river as well as the development opportunities along the river edge. The city may require, the preparation of a riverbank improvement plan by a consultant specializing in riverbank restoration shall be the responsibility of the developer. Such plan will be secondary to any floodplain/floodway remediation plan. When requested, the plan shall provide the technical information needed to determine where and how to improve the riverbank. The completion of this plan, when required, is necessary in order to grant final approval of redevelopment plans.

c. Stormwater management techniques, as determined by the city engineer, shall exceed minimum requirements of the city's stormwater management in areas that have the potential to pose the most significant threat to the quality of the river environment. Stormwater management techniques will also be required to cover as little usable open space as necessary to maintain proper function. This may require underground storage in certain areas.

F. Description of East Village Zones.

(1) Grand River Avenue Area I and Grand River Area II Zones.

a. These two zones are characterized by shallow depth, high visibility along Grand River Avenue, and premium river frontage (Fig. 4).

Figure 4

Figure 4. Section showing development possibilities in the Grand River Avenue Area Zone utilizing required methods to develop within the confines of the Red Cedar River.

b. Note: Project sites may be required to provide a 25-foot riverbank buffer based on the findings of the floodplain/floodway remediation plan.

c. Any development frontage on Grand River Avenue is required to comply with setback standards and if the development contains housing, it shall contain a mixture of market rate housing types and contain office and retail uses on the ground floor unless waived by a three-fourths vote of the council because of the availability of adjacent or nearby retail preexisting uses.

(2) Grand River Avenue/Bogue Street Area Zone.

a. This zone is characterized by its frontage on two major streets, with increased visibility for businesses and its accessibility from campus.
b. Redevelopment within this zone is required to meet setback standards and if the redevelopment contains housing, it is required to consist of a mixture of market rate housing opportunities and may provide for owner occupied and/or low to moderate income housing. Redevelopment projects in this zone are also required to contain office and retail uses on the ground floor in any Grand River Avenue frontage unless waived by a three-fourths vote of the council because of the availability of adjacent or nearby retail preexisting uses.

c. Redevelopment projects within this zone with frontage on the river are required to also comply with the standards set forth in section subsection E(4).

(3) Waters Edge Area Zone. This zone is characterized by its premium river frontage and its central location between the other two zones in the district. The size and shape of the zone could accommodate public spaces large enough to support a variety of public events (Fig. 6).

Figure 6

Figure 6. A graphic representation showing the character of the Red Cedar River Corridor as intended in the Master Plan, Bondy Studio.

a. Redevelopment within this district shall be consistent with all design standards applicable to the district except major street setback requirements.

b. Any redevelopment project within this zone that includes frontage on the river must comply with the requirements set forth in section subsection E(1)(b), above.

Sec. 50-793. - Building envelope requirements, all zones.

A. Building envelope requirements are illustrated in the following graphics:

Graphics

B. General requirements.

(1) The minimum story height for the first floor is 17 1/2 feet as measured from finished floor to finished floor.

(2) No more than 40 percent of the streetwall may be set back from the building front on the first and second floors of the building. After the second story, the building shall be set back a minimum of four feet from
the build-to line to allow for open air patios and increased light and air-to-ground levels. The city council may, upon an affirmative vote of three-fourths of all members of the city council, waive this requirement if the applicant demonstrates that an alternative design meets the intent of this requirement.

(3) The first story facade shall have a range of 50 percent minimum to 75 percent maximum transparency, measuring the face of the first story of the building as a percentage of the solid material to transparent material (Fig. 8) where commercial uses are present (Fig. 8).

Figure 8

Figure 8. Graphic representation of first story requirements for windows and entryways.

(4) First story window sills must be a minimum of one and one-half feet and a maximum of four and one-half feet above the sidewalk (Fig. 8) where commercial uses are present (Fig. 8).

(5) All doorways shall be recessed in such a way that doors do not encroach into the right-of-way or beyond the build-to line (see subsections 50-793(E)(1)(l)(13)).

(6) Awnings or overhangs shall be provided, at a minimum, over the entranceway to each building.

(7) Rooftop equipment shall be reasonably screened.

(8) Signs shall be in accordance with chapter 32.

C. Facade materials. To create a compatible visual relationship with the university and the downtown, building designs and facades should incorporate the surface materials and some of the architectural elements found in the traditional architecture of nearby university buildings and the more contemporary urban-scale structures in the downtown.

(1) The materials listed below indicate the maximum allowed per building of each type including all surfaces with the exception of the roof.

Schedule of Facade Materials

<table>
<thead>
<tr>
<th>Wall Material</th>
<th>Maximum Allowable Percentages*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick natural clay</td>
<td>100</td>
</tr>
<tr>
<td>Glazed brick or ceramic tile</td>
<td>100</td>
</tr>
<tr>
<td>Limestone</td>
<td>100</td>
</tr>
<tr>
<td>Stone field, cobble, etc.</td>
<td>100</td>
</tr>
<tr>
<td>Granite/marble, polished</td>
<td>100</td>
</tr>
<tr>
<td>Fluted and split faced C.M.U.</td>
<td>75</td>
</tr>
<tr>
<td>Striated scored C.M.U.</td>
<td>25</td>
</tr>
<tr>
<td>Standing seam metal</td>
<td></td>
</tr>
<tr>
<td>(must have factory applied permanent</td>
<td></td>
</tr>
<tr>
<td>color finish)</td>
<td>75</td>
</tr>
</tbody>
</table>
Glass block  50
Display glass  50
Molded cornices, trim, columns, surrounds  15
**EIFS**  25
* Maximum allowable percentages do not eliminate transparency requirements.

(2) Streets, alleys, parking, and loading/unloading.

a. The adequacy of public streets to meet the needs of a redevelopment proposal shall be verified by the submission of a traffic impact study. Traffic impact study means the analysis of the potential traffic impacts generated by a proposed project. It shall be prepared by a certified traffic engineer per the Institute of Transportation Engineers (ITE), and at a minimum provide:

1. A description of the site, surroundings, and study area.

2. Existing traffic conditions, roadway characteristics, driveways and potential turning movement conflicts, traffic crash data and analysis covering the most recent three years for the study area or proximity to site access points.

3. Forecasted trip generation of proposed use for the a.m. and p.m. peak hour and average day. The forecasts shall be based on the data and procedures outlined in the most recent edition of Trip Generation published by the Institute of Transportation Engineers (ITE). The applicant may use other commonly accepted sources of data or supplement the standard data with data from at least three similar projects in Michigan.

4. Any additional information requested by the city engineer needed to summarize the full extent of traffic impacts.

5. A summary of findings.

6. Mitigation plan which may include measures such as roadway widening, need for bypass lanes or deceleration tapers/lanes, changes to signalization, use of access management techniques or a reduction in the proposed intensity of use.

b. The adequacy of parking facilities to meet the needs of a redevelopment proposal shall be verified by the submission of a study of shared parking prepared by a consultant specializing in shared parking studies. It shall clearly establish those uses that will utilize the shared spaces at different times of the day, week, month and year, including seasonal or mode adjustment factors, the study shall:

1. Be based on the most current Urban Land Institute's shared parking study methodology or other generally accepted methodology;
2. Address the size and type of activities, the composition of occupants, the rate of turnover for proposed shared spaces and the anticipated peak parking and traffic loads.

3. Provide for a reduction by not more than 50 percent of the combined parking required for each use and no reduction in the number of spaces reserved for persons with disabilities.

c. Six on-site surface parking spaces are allowed for every one-half acre, or more, of redevelopment site for customer convenience and short-term loading and unloading. This may be met by six parallel parking spaces along a local street adjacent to the redevelopment site or six on-site parking spaces at the rear of the building off shared alleyways. All other required parking must be located within a parking structure.

d. Alleys must have a minimum width of 20 feet for access of public services.

e. Service and loading/unloading areas shall be located at the rear of buildings off shared alleyways.

(3) Public areas.

a. Public sidewalks must be a minimum of 22 feet wide on Grand River Avenue, 20 feet wide on Bogue Street and 14 feet wide on all local streets. Street trees, benches, bicycle racks, bus shelters, street lights, and any other amenities shall be located within the required sidewalk areas.

b. Public sidewalks shall be constructed with a combination of concrete and brick as shown on the siting plans (see subsections 50-793(E)(1)(c)(3))

c. Amenities located in public areas such as kiosks, benches, bus shelters, newspaper racks, and trash receptacles shall be consistent with the intent of the Downtown East Lansing Design Guidelines Manual.

(4) Landscaping and amenities.

a. Street trees shall be provided at a minimum of one for every 35 feet of street frontage along Grand River Avenue and Bogue Street, and one street tree for every 20 feet of frontage along local streets. These street trees may be placed an equal distance apart or clustered.

b. Surface parking areas located behind buildings off shared alleys shall provide a ten-foot buffer between the sidewalk and parking. A minimum of one street tree shall be provided per buffer. The remaining planting area should consist of a minimum of one species of evergreen shrub, two species of deciduous shrubs, and three
species of perennials, including groundcovers (see subsections 50-793(E)(1) and (3). A three-foot high decorative wall with similar materials as used on the facade of adjacent buildings may be used in lieu of a ten-foot planting buffer for screening parking areas. All plant material must be suitable for urban conditions and be site appropriate for scale and light exposure.

(5) River protection.

a. Any redevelopment which has frontage on the river shall improve and maintain the floodway/floodplain in a way that protects the area from flooding consistent with development constraints due to the location of the 100-year floodplain. (Fig. 10).

b. At the city's request, a riverbank improvement plan shall be prepared by a consulting firm specializing in riverbank restoration at the developer's expense. The intent of this plan is to determine areas along the bank, for each individual development project, that are in need of stabilization in order to prevent erosion of the bank. When a plan is requested by the city, the plan shall make recommendations for bank stabilization and filtering contaminants from run-off prior to reaching the river. These methods must be incorporated into redevelopment plans.

Figure 10. The River Improvement Overlay delineation shown within the dotted outline.

(D) Building height—All zones.

Graphic

(E) Building siting.

(1) Grand River Avenue/Bogue Street Area Zone.

Graphic

(2) Grand River Avenue Area.

Graphic

Notes:

1. All doorways shall be recessed in such a way that doors do not encroach into the right-of-way or beyond the build-to line.

2. A maximum of 40 percent of the building frontage can be set back from the BTL.

3. Trees may be evenly spaced or clustered.

4. Project sites may be required to provide a riverbank buffer.
(3) Waters Edge Area Zone.

Graphic

Notes:

1. All doorways shall be recessed in such a way that doors do not encroach into the right-of-way or beyond the build-to line.

2. A maximum of 40 percent of the building frontage can be set back from the BTL.

3. Trees may be evenly spaced or clustered.

4. Project sites may be required to provide a riverbank buffer.

Sec. 50-794. - Permitted land uses.

Uses permitted shall be in accordance with the objectives of the East Village Master Plan. The following uses of buildings and premises shall be permitted in the East Village zoning district:

A. General requirements.

(1) Except as provided in subsections B(4) and C(2)a. below, at least 75 percent of the first floor of each building in the district along Grand River Avenue shall be used for retail or office uses, as listed in this section. In all other zones, the first floor of any building may be used for those purposes, or, subject to an approved site plan, for residential uses. In any building fronting on Grand River Avenue, any remaining space on the first floor of a building may be used for public/semi-public spaces as listed in this section, and for residential amenities, lobbies, hallways, elevators or stairways necessary to access uses on other floors of the building or for entrances to parking facilities provided within the building.

(2) Floors of any building above and below the first floor may be used for any of the uses listed in subsections 50-794B., C., and D., singularly or in combination.

(3) In order to achieve a balance of housing in the area over time, consistent with the goals of the East Village Master Plan, all multi-family development plans, shall be marketed, rented, and/or sold as mixed-market rental units, as defined in section 50-7 of this chapter, moderate to low income housing, or condominiums. This provision shall not apply to hotel dwelling units and Class B multi-family development plans.

(4) The occupancy of a condominium dwelling unit shall be limited to a family as defined in this chapter, except that an owner-occupant may lease to no more than one unrelated individual (Class I license), and a non-owner occupant may lease to a family or no more than two unrelated individuals (Class III license).
B. Principal uses permitted subject to an approved site plan as set forth in section 50-36 of this chapter.

(1) Retail.

a. Retail business, except those uses which tend to detract from or interfere with a high intensity of pedestrian shopping activity, including automobile sales facilities, auto service centers, drive-in restaurants and similar uses which rely on regular direct vehicular access to serve a significant portion of their customers; and except for establishments licensed for the sale at retail of alcoholic liquor, as defined by section 105(2) of the Michigan Liquor Control Code of 1998, MCL 436.1105(2), including specially designated merchants and specially designated distributors as described at MCL 436.1537.

b. Shops for making articles or products to be sold at retail on the premises, such as leather goods, jewelry, prepared food or a bakery, provided that the conduct of such business is not objectionable as being odorous, unsightly, or noisy.

c. Personal service establishments such as barber and beauty shops, dry cleaners and laundries, shoe repair shops, photographers, spas, health clubs, and service establishments of a like nature.

d. Restaurants, except restaurants licensed for the sale of alcoholic beverages or alcoholic liquor as defined by Section 105(1) of the Michigan Liquor Control Code of 1998, MCL 436.1105(2), cafes, and similar establishments, including such establishments that may offer outdoor dining areas and walk-up service windows.

(2) Office.

a. Office uses, including, but not limited to, general and professional offices, medical and dental offices, banks and financial institutions, automatic teller machines, real estate offices, travel agencies, and offices of political, professional, or civic organizations or associations.

(3) Residential.

a. Hotels.

(4) Public/semipublic.

a. Theaters, public assembly halls, concert halls, meeting rooms, clubs, lodges, churches or similar places of assembly.

b. Government and public utility offices.

c. Museums and art galleries.
d. Colleges, universities, business or trade schools or similar education or training facilities.

e. Radio and television studios and broadcasting facilities, excluding transmission, and receiving towers.

f. Publicly owned parks, recreation buildings and facilities.

C. Principal uses permitted subject to an approved special use permit as provided by article II, division 3 of this chapter.

(1) Retail.

a. Recreational uses and facilities which do not serve alcoholic beverages, including, but not limited to, video game arcades, billiard or pool parlors, and indoor or outdoor court facilities.

b. Restaurants licensed for the sale of alcoholic beverages or alcoholic liquor as defined by section 105(1) of the Michigan Liquor Control Code of 1998, MCL 436.1105(2).

c. Establishments licensed for the sale at retail of alcoholic liquor, as defined by section 105(2) of the Michigan Liquor Control Code of 1998, MCL 436.1105(2), including specially designated merchants and specially designated distributors as described at MCL 436.1537.

d. Uses with limited drive-in facilities, such as financial institutions, dry cleaners and drugstores, uses that provide valet parking and uses which provide limited short-term on-site parking to serve their customers, provided that such drive-in or parking facilities are designed and operated to promote public safety by minimizing conflicts with pedestrian flow and congestion on public streets and alleys, and to reduce the visual impact of parking areas and driveways.

(2) Public/semipublic.

a. Parking structures provided to serve the parking needs of surrounding buildings in the district may be constructed as the primary or sole use of a building or parcel, provided that such structures shall be located and designed to minimize adverse visual impacts on the streetscape and disruptions to pedestrian flow and activity, and provided further, that whenever practicable, the first floor of such structures facing a public street shall provide space for retail uses as listed in this section.

(3) Residential.

a. Class A and Class B multiple-family dwellings as defined in section 50-6 of this chapter.

D. Permitted accessory uses. In addition to uses customarily incidental to the
main use of the building or lot, the following uses shall be permitted as accessory uses:

(1) Parking facilities provided within or under a building.

(2) Class A home occupations.

(3) Video games, pool tables, and other similar amusement games located within a restaurant or other business, provided that the total number of games or machines contained within the building shall not exceed one game for every 400 square feet of gross floor area of the restaurant or business.

(4) Automatic teller machines which are enclosed within or attached to the principal building.

(5) Recreational uses and facilities such as swimming pools, indoor or outdoor court facilities, and weight or training rooms for the use of the patrons or tenants of a hotel or residential use, provided that such uses do not exceed 20 percent of the gross floor area.

ORDINANCE NO. 1470
AN ORDINANCE TO AMEND THE ZONING USE DISTRICT MAP OF CHAPTER 50 -- ZONING -- OF THE CODE OF THE CITY OF EAST LANSING

THE CITY OF EAST LANSING ORDAINS:

The Zoning Use District Map is hereby amended to rezone the following described area from RA, Residential Agricultural District, to B-2, Retail Sales Business District:


More commonly known as 3225 West Road, East Lansing, Michigan 48823.

CITY OF EAST LANSING
A RESOLUTION AUTHORIZING THE CITY MANGER TO EXECUTE A DEED AND ANY AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE OF THE CITY’S MERRITT ROAD PROPERTY

WHEREAS, the City of East Lansing (the “City”) owns a certain parcel of land situated in the City of East Lansing, County of Ingham, State of Michigan, to-wit:

Part of East 1/2 of Section 8, Towns 4 North, Range 1 West, City of East Lansing described as: Commencing at the East 1/4 corner of Section 8, thence North 89 degrees 48 minutes 37 seconds West along the East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East along said centerline 70 feet to point of beginning; thence North 89 degrees 48 minutes 37 seconds West parallel with the East-West 1/4 line 213 feet; thence North 27 degrees 49 minutes 54 seconds West 296.21 feet; thence North 46 degrees 07 minutes 46 seconds West 229.15 feet to centerline of proposed East Bound Lane of Old 78 Highway; thence North 43 degrees 52 minutes 14 seconds East along said proposed centerline 672.82 feet; thence North 80 degrees 43 minutes 27 seconds East 55.84 feet to centerline of Park Lake Road; thence South 00 degrees 18 minutes
27 seconds West along said centerline 915.52 feet to the point of beginning. Except commencing at East ¼ corner of Section 8; thence North 89 degrees 48 minutes 37 seconds West along East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East 191.27 feet along said centerline; thence 89 degrees 41 minutes 33 seconds West 53.5 feet to point of beginning; thence North 89 degrees 41 minutes 33 seconds West 60 feet; thence South 00 degrees 18 minutes 27 seconds West 51 feet; thence South 89 degrees 41 minutes 33 seconds West 60 feet; thence North 00 degrees 18 minutes 27 seconds East 51 feet to point of beginning.

Commonly Known As: Vacant Merritt Road, East Lansing, MI 48823 (the Property)

Parcel Number(s): 33-20-02-08-200-007; and

WHEREAS, the Property is a portion of the 21.24 acre parcel of property bounded by Haslett Road, Merritt Road and Park Lake Road which was the former site of the City of East Lansing’s Department of Public Works garage facilities related improvements and adjacent lands; and

WHEREAS, the City Council of the City of East Lansing was authorized to sell the Property by the registered electors of the City of East Lansing at an election held August 6, 2002 through approval of a ballot proposal authorizing the same by a vote of 3,059 in favor and 1,647 opposed; and

WHEREAS, the City Council of the City of East Lansing previously sold a portion of the site; and

WHEREAS, On March 5, 2019, as item #16, the City Council of the City of East Lansing approved a Purchase Agreement with Kodiak Landarc, LLC in the amount of One Million Nine Hundred Dollars ($1,000,900.00) for 6.4 acres of land at the former Department of Public Works site at Merritt and Park Lake Roads, which constitutes the remaining portion of the site and the Property legally described herein;

WHEREAS, the Purchase Agreement was assigned to Merritt Road 4, LLC with approval of the Seller.

NOW THEREFORE BE IT RESOLVED, the East Lansing City Council hereby duly authorizes the City Manager, George Lahanas, to execute the deed necessary to convey title to the purchasers and any and all other documents necessary or required to effectuate and close the property sale transaction for the City’s Merritt Road property legally described herein in the amount of One Million Nine Hundred Dollars ($1,000,900.00).

4 PUBLIC HEARING

4.1. Consideration of Ordinance 1458, an ordinance to rezone the properties at 314, 328, 334, and 340-344 Evergreen Avenue from RM-32, City Center Multiple-Family Residential District, to B-3, City Center Commercial District.

Mayor Meadows opened the public hearing.

Ralph Monsma, 1350 Red Leaf Ln, spoke concerning Ordinance 1458.
Jodi Cook spoke concerning Ordinance 1458.

Mayor Meadows closed the public hearing.

David Haywood, Planning & Zoning Administrator, introduced Ordinance 1458 and answered questions from Council.

Councilmember Beier asked that staff to come up with amendments to B2 zoning.

Moved by Councilmember Ruth Beier, seconded by Councilmember Shanna Draheim, **Motion to approve Ordinance 1458.**

0 YEAS, 5 NAY
DEFEATED.

5 **BUSINESS AGENDA**

5.1. **Consideration of Ordinance 1467, an Ordinance prohibiting the practice of conversion therapy.**

Steve Roskos, 935 Longfellow Dr, spoke concerning Ordinance 1467.

David Shane, 1034 Chesterfield Pkwy, spoke concerning Ordinance 1467.

Colin Wiebrecht spoke concerning Ordinance 1467.

Mr. Yeadon answered questions from Council.

Mr. Lahanas answered questions from Council.

Moved by Councilmember Aaron Stephens, seconded by Councilmember Ruth Beier, **Motion to approve the following amendment:**

5 YEAS
Carried

A. Conversion therapy or reparative therapy means any practice or treatment that seeks to change an individual’s sexual orientation or gender identity against their will, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings towards individuals of the same gender. Conversion therapy shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person’s coping, social support, and development, including sexual orientation neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

Moved by Councilmember Ruth Beier, seconded by Councilmember Shanna
Draheim, Motion to approve the following amendment:
5 YEAS
Carried

Sec. 21-65 Enforcement Powers and Duties.

A violation of Section 21-64 is a misdemeanor.

The powers and duties of the Human Relations Commission are to:

A. Perform all tasks and responsibilities necessary and proper to enforce and carry out the provisions and purposes of this article.

B. Receive, investigate, and make determinations on complaints of violations of this article.

Sec. 21-66—Enforcement; Municipal Civil Infraction Citations.

A. Complaints. Complaints of violations may be filed with the Human Relations Commission containing the following information:

1. The name and address of the provider responsible for the violation;

2. The date and approximate time of the violation;

3. The address or location where the violation was observed;

4. A statement setting forth the facts supporting the charge of violation;

5. The name and address of the person reporting the violation, as well as the name and address of the involved minor; and

6. The declaration that the information on the complaint of violation is accurate and truthful made under penalty of perjury.

B. Incomplete Complaints. The staff liaison to the Human Relations Commission shall review each complaint for completeness. If the staff liaison deems any complaint filed under this section to be incomplete, the staff liaison shall accept such complaint on a conditional basis and shall notify the complaining party by mail, telephone, or email with respect to any deficiencies found. If the deficiencies are not corrected within the timeframe reasonably established by the staff liaison, the staff liaison will forward the complaint to the Human Relations Commission for a determination as to whether sufficient information was provided to proceed with the complaint or whether it needs to be dismissed. If the Human Relations Commission determines the complaint needs to be dismissed, no notice will be sent to the respondent provider.

C. Investigation and Notices. If the Human Relations Commission deems a complaint to be sufficiently complete, the Human Relations Commission shall
investigate the violations alleged pursuant to Sec. 22-38 of this Chapter and:

1. Advisory Letter. Issue an advisory letter notifying the provider that provision of conversion therapy and/or reparative therapy is prohibited and immediate compliance is required, and explaining that the violation is a municipal civil infraction subject to the penalties stated in this article; or

2. Municipal Civil Infraction. Refer the matter to the City Attorney's office to authorize the issuance of a municipal civil infraction; or

3. Other Actions. Order an action in accordance with Sec. 22-38 (h) (8), (9), (10), or (12) of this Chapter.

Sec. 21-67 — Confidentiality; Records.

Except in accordance with a judicial order or as otherwise provided by law, neither the City nor any of its employees, agents, or board or commission members shall divulge the name, address, or other identifying information of the person reporting the violation or the involved minor. This information is presumed to be information of a personal nature, the disclosure of which would constitute a clearly unwarranted invasion of an individual’s privacy. Notwithstanding anything to the contrary, any authorized agent of the City has the right to access and the right to examine any pertinent records collected under this article.

Moved by Councilmember Aaron Stephens, seconded by Councilmember Ruth Beier, **Motion to approve the following amendment:**

5 YEAS
Carried

B. Any violation of subsection A is hereby declared to be a violation of the minor’s civil rights and a municipal civil infraction with the violator subject to a penalty of $500.00 per offense.

Moved by Councilmember Aaron Stephens, seconded by Councilmember Shanna Draheim, **Motion to approve the amended Ordinance 1467.**

3 Yeas: Draheim, Meadows, Stephens
2 Nays: Altmann, Beier
Carried

**CITY OF EAST LANSING ORDINANCE NO. 1467**

**AN ORDINANCE TO ADD ARTICLE IV – PROHIBITION OF CONVERSION THERAPY – TO CHAPTER 22 – HUMAN RELATIONS - TO THE CODE OF THE CITY OF EAST LANSING TO PROHIBIT THE PRACTICE OF CONVERSION THERAPY BY PROVIDERS ON MINORS**

WHEREAS being lesbian, gay, bisexual, transgender, or queer (LGBTQ) is not a
disease, disorder, illness, deficiency, or shortcoming; and WHEREAS there is a long and severe history of discrimination against LGBTQ people in this country and state under which LGBTQ people have been subjected to violence and threats of violence, denied services of businesses, prevented from obtaining housing, forced from their homes, fired from their jobs, and denied job opportunities; and WHEREAS portrayals of LGBTQ adults and youth as mentally ill, abnormal, or disordered due to their sexual orientation or gender identity are untrue and dehumanizing; and WHEREAS it is now generally accepted in the medical and mental health professions, and elsewhere, that LGBTQ status is not abnormal or disordered, but instead a normal and positive variation of humanity; and WHEREAS the consensus among medical and mental health professionals and organizations, and others, is that attempts to change a person’s sexual orientation or gender identity lack any specific basis and are in fact ineffective. Organizations who have made such policy statements or similar ones include: the American Psychological Association, the American Psychiatric Association, the American Academy of Pediatrics, the American School Counselors Association, the American Counseling Association, the American Psychoanalytic Association, the American Academy of Child and Adolescent Psychiatry, American College of Physicians, the American Medical Association, the PanAmerican Health Organization (a regional office of the World Health Organization), the American Association for Marriage and Family Therapy, the American Bar Association, the American School Health Association, the National Association of Social Workers, the American Association of School Administrators, the American Federation of Teachers, the Interfaith Alliance Foundation, the National Association of School Psychologists, the National Association of Secondary School Principals, the National Education Association, and the School Social Work Association of America; and WHEREAS research studies and other available evidence show that conversion therapy or other treatment practices that attempt to change a young person’s sexual orientation or gender identity pose a significant risk of serious emotional and physical harm to youth who undergo them, such as anxiety, depression, hopelessness, social withdrawal, illegal drug use, and suicide; and WHEREAS LGBTQ youth in particular experience the harmful effects of stigma and discrimination when they are forced or coerced into undergoing “conversion,” “reparative,” or “reorientation” therapy because as minors they cannot effectively refuse or prevent conversion therapy wanted by parents or other authorities; and WHEREAS the City has a compelling interest in protecting the physical and psychological well-being of LGBTQ minors by protecting them from conversion therapy in the City and limiting the risk of harms caused by exposure to conversion therapy.

THE CITY OF EAST LANSING ORDAINS:

Article IV and sections 22-61, 22-62, 22-63, 22-64, 22-65, 22-66, and 22-67 are hereby added to Chapter 22 of the Code of the City of East Lansing to read as follows:

ARTICLE IV. PROHIBITION OF CONVERSION THERAPY ON MINORS

Sec. 22-61 – Findings.

Medical, mental health, and child welfare experts have denounced conversion therapy or reparative therapy as ineffective, unreliable, and unsafe for people, including LGBTQ minors, who undergo such treatment and inconsistent with the accepted standard of care. Conversion therapies or reparative therapies are based on the
discredited premise that being LGBTQ is a mental disorder that can be cured or corrected. LGBTQ people must be free from ineffective and fraudulent conversion treatments that cause harm to mental health and wellbeing. Due to the serious and dangerous harms caused to minors subjected to conversion therapy or reparative therapy, the City finds and declares that a compelling interest exists in protecting the health and psychological well-being of minors by protecting them, including LGBTQ minors, from conversion therapy in the City and by limiting the risk of serious harm to LGBTQ minors caused by the exposure to conversion therapy.

Sec. 22-62 – Purpose.

The purpose of this article is to protect the health and well-being of LGBTQ minors from being exposed to the serious harm caused by conversion therapy and to provide a method of enforcement.

Sec. 22-63 – Definitions.

In addition to the definitions provided in Sec. 22-32 of this Chapter, the following words and terms when used in this article shall have the following meanings:

A. Conversation therapy or reparative therapy means any practice or treatment that seeks to change an individual’s sexual orientation or gender identity against their will, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings towards individuals of the same gender. Conversion therapy shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person’s coping, social support, and development, including sexual orientation neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

B. Minor means any person under eighteen (18) years of age.

C. Provider means any licensed medical or mental health professional, including, but not limited to, licensed mental health counselors, mental health counselor associates, marriage and family therapists, marriage and family therapist associates, social workers, social worker associates, and any physicians, psychologists, psychotherapists, certified chemical dependency professionals, certified chemical dependency professional trainees, counselors, certified counselors, and certified advisers.

Sec. 21-64 – Prohibited Practices.

A. It shall be unlawful for any provider to provide conversion therapy or reparative therapy to a minor, regardless of whether the provider receives compensation in exchange for such services or not.

B. Any violation of subsection A is hereby declared to be a violation of the minor’s civil rights and a municipal civil infraction with the violator subject to a
penalty of $500.00 per offense.

Sec. 21-65 Enforcement Powers and Duties.

A violation of Section 21-64 is a misdemeanor.

The powers and duties of the Human Relations Commission are to:

A. Perform all tasks and responsibilities necessary and proper to enforce and carryout the provisions and purposes of this article.

B. Receive, investigate, and make determinations on complaints of violations of this article.

Sec. 21-66—Enforcement; Municipal Civil Infraction Citations.

A. Complaints. Complaints of violations may be filed with the Human Relations Commission containing the following information:

1. The name and address of the provider responsible for the violation;

2. The date and approximate time of the violation;

3. The address or location where the violation was observed;

4. A statement setting forth the facts supporting the charge of violation;

5. The name and address of the person reporting the violation, as well as the name and address of the involved minor; and

6. The declaration that the information on the complaint of violation is accurate and truthful made under penalty of perjury.

B. Incomplete Complaints. The staff liaison to the Human Relations Commission shall review each complaint for completeness. If the staff liaison deems any complaint filed under this section to be incomplete, the staff liaison shall accept such complaint on a conditional basis and shall notify the complaining party by mail, telephone, or email with respect to any deficiencies found. If the deficiencies are not corrected within the timeframe reasonably established by the staff liaison, the staff liaison will forward the complaint to the Human Relations Commission for a determination as to whether sufficient information was provided to proceed with the complaint or whether it needs to be dismissed. If the Human Relations Commission determines the complaint needs to be dismissed, no notice will be sent to the respondent provider.

C. Investigation and Notices. If the Human Relations Commission deems a complaint to be sufficiently complete, the Human Relations Commission shall investigate the violations alleged pursuant to Sec. 22-38 of this Chapter and:
1. Advisory Letter. Issue an advisory letter notifying the provider that provision of conversion therapy and/or reparative therapy is prohibited and immediate compliance is required, and explaining that the violation is a municipal civil infraction subject to the penalties stated in this article; or

2. Municipal Civil Infraction. Refer the matter to the City Attorney’s office to authorize the issuance of a municipal civil infraction; or

3. Other Actions. Order an action in accordance with Sec. 22-38 (h)(8), (9), (10), or (12) of this Chapter.

Sec. 21-67—Confidentiality; Records.

Except in accordance with a judicial order or as otherwise provided by law, neither the City nor any of its employees, agents, or board or commission members shall divulge the name, address, or other identifying information of the person reporting the violation or the involved minor. This information is presumed to be information of a personal nature, the disclosure of which would constitute a clearly unwarranted invasion of an individual’s privacy. Notwithstanding anything to the contrary, any authorized agent of the City has the right to access and the right to examine any pertinent records collected under this article.

6 ADJOURNMENT

Meeting was adjourned at 8:50pm.

______________________________
CAO

______________________________
Mayor
CITY OF EAST LANSING

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A DEED AND ANY AND ALL OTHER DOCUMENTS
NECESSARY TO EFFECTUATE THE SALE OF THE CITY’S MERRITT ROAD
PROPERTY

WHEREAS, the City of East Lansing (the “City”) owns a certain parcel of
land situated in the City of East Lansing, County of Ingham, State of Michigan, to-wit:

Part of East 1/2 of Section 8, Towns 4 North, Range 1 West, City of East Lansing described as:
Commencing at the East 1/4 corner of Section 8, thence North 89 degrees 48 minutes 37 seconds
West along the East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00
degrees 18 minutes 27 seconds East along said centerline 76 feet to point of beginning; thence
North 89 degrees 48 minutes 37 seconds West parallel with the East-West 1/4 line 213 feet;
thence North 27 degrees 49 minutes 54 seconds West 296.21 feet; thence North 46 degrees 07
minutes 46 seconds West 229.15 feet to centerline of proposed East Bound Lane of Old 78
Highway; thence North 43 degrees 52 minutes 14 seconds East along said proposed centerline
672.82 feet; thence North 80 degrees 0 degrees 43 minutes 27 seconds East 55.84 feet to centerline of Park
Lake Road; thence South 00 degrees 18 minutes 27 seconds West along said centerline 915.52
feet to the point of beginning. Except commencing at East 1/4 corner of Section 8; thence North
89 degrees 48 minutes 37 seconds West along East-West 1/4 line 1368.92 feet to centerline of
Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East 191.27 feet along said
centerline; thence 89 degrees 41 minutes 33 seconds West 53.5 feet to point of beginning; thence
North 89 degrees 41 minutes 33 seconds West 60 feet; thence South 00 degrees 18 minutes 27
seconds West 51 feet; thence South 89 degrees 41 minutes 33 seconds East 60 feet; thence
North 00 degrees 18 minutes 27 seconds East 51 feet to point of beginning.

Commonly Known As: Vacant Merritt Road, East Lansing, MI 48823 (the Property)

Parcel Number(s): 33-20-02-08-200-007; and

WHEREAS, the Property is a portion of the 21.24 acre parcel of property bounded by
Haslett Road, Merritt Road and Park Lake Road which was the former site of the City of East
Lansing’s Department of Public Works garage facilities related improvements and adjacent lands;
and

WHEREAS, the City Council of the City of East Lansing was authorized to sell the Property
by the registered electors of the City of East Lansing at an election held August 6, 2002 through
approval of a ballot proposal authorizing the same by a vote of 3,059 in favor and 1,647 opposed;
and

WHEREAS, the City Council of the City of East Lansing previously sold a portion of the
site; and
WHEREAS, On March 5, 2019, as item #16, the City Council of the City of East Lansing approved a Purchase Agreement with Kodiak Landarc, LLC in the amount of One Million Nine Hundred Dollars ($1,000,900.00) for 6.4 acres of land at the former Department of Public Works site at Merritt and Park Lake Roads, which constitutes the remaining portion of the site and the Property legally described herein;

WHEREAS, the Purchase Agreement was assigned to Merritt Road 4, LLC with approval of the Seller.

NOW THEREFORE BE IT RESOLVED, the East Lansing City Council hereby duly authorizes the City Manager, George Lahanas, to execute the deed necessary to convey title to the purchasers and any and all other documents necessary or required to effectuate and close the property sale transaction for the City’s Merritt Road property legally described herein in the amount of One Million Nine Hundred Dollars ($1,000,900.00).

Mark S. Meadows, Mayor
Adopted: September 10, 2019

Moved by Councilmember: Altmann
Supported by Councilmember: Draheim

ADOPTED: Yeas: 5
Nays: 0

CLERKS CERTIFICATION: I hereby certify the foregoing is a true and complete copy of a Resolution adopted by the East Lansing City Council at its meeting held on Tuesday, September 10, 2019, the original of which is part of the Council’s minutes.

Jennifer Shuster, City Clerk
City of East Lansing
Ingham County, Michigan
**Property Address:**
VACANT MERRITT ROAD  
EAST LANSING, MI 48823 (INGHAM)  
(33-20-02-08-200-007)

**Seller:**
CITY OF EAST LANSING, A MUNICIPAL CORPORATION  
410 Abbot Rd.  
East Lansing, MI 48823

**Settlement Date:** 9/18/2019

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Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Madison Settlement Services, LLC to cause the funds to be disbursed in accordance with this statement.

SELLER(S)

City of East Lansing, a Municipal Corporation

By: George Lafranze, City Manager
WARRANTY DEED

Grantor, City of East Lansing, a Michigan municipal corporation, whose address is 410 Abbot Road, East Lansing, MI 48823, conveys and warrants to Merritt Road 4, LLC, a Michigan limited liability company, whose address is 35 West Long Lake Road, Bloomfield Hills, MI 48304, the following described premises situated in the City of East Lansing, County of Ingham, and State of Michigan:

See Exhibit A, attached, for the legal description.

Common address: Vacant Merritt Road, East Lansing, MI 48823
TIN: 33-20-02-08-200-007

for the sum of One Million Nine Hundred Dollars and no cents ($1,000,900.00), subject to easements, reservations, and restrictions of record.

The Grantor grants to the Grantee any and all rights it has as owner to make divisions under section 106 of the Land Division Act, 1967 PA 288.

This property is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) - county and MCL 207.526(h)(i) - state.

Dated this 18th day of September 2019.

Signed and sealed:

CITY OF EAST LANSING
a Michigan municipal corporation

By

George Lahanas, City Manager

STATE OF MICHIGAN)

COUNTY OF INGHAM)

Acknowledged before me in Ingham County, Michigan, on September 18th 2019, by George Lahanas, City Manager of the City of East Lansing, a Michigan municipal corporation, on behalf of the City as authorized by resolution of the East Lansing City Council.

Emily A. Yeadon
Notary Public
Ingham County, Michigan
My commission expires 08/08/2025

<table>
<thead>
<tr>
<th>County Treasurer’s Certificate</th>
<th>City Treasurer’s Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>When Recorded Return To:</td>
<td>Send Subsequent Tax Bills To:</td>
</tr>
<tr>
<td>Merritt Road 4, L.L.C.</td>
<td>Merritt Road 4, L.L.C.</td>
</tr>
<tr>
<td>35 West Long Lake Road</td>
<td>35 West Long Lake Road</td>
</tr>
<tr>
<td>Bloomfield Hills, MI 48304</td>
<td>Bloomfield Hills, MI 48304</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Tax Parcel #33-20-02-06-200-007  Recording Fee __________  Transfer Tax __________
Exhibit "A"

Land situated in the City of East Lansing, County of Ingham, State of Michigan, to-wit:

Part of East 1/2 of Section 8, Towns 4 North, Range 1 West, City of East Lansing described as: Commencing at the East 1/4 corner of Section 8, thence North 89 degrees 48 minutes 37 seconds West along the East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East along said centerline 70 feet to point of beginning; thence North 89 degrees 48 minutes 37 seconds West parallel with the East-West 1/4 line 213 feet; thence North 27 degrees 49 minutes 54 seconds West 296.21 feet; thence North 46 degrees 07 minutes 46 seconds West 229.15 feet to centerline of proposed East Bound Lane of Old 78 Highway; thence North 43 degrees 52 minutes 14 seconds East along said proposed centerline 672.82 feet; thence North 80 degrees 43 minutes 27 seconds East 55.84 feet to centerline of Park Lake Road; thence South 00 degrees 18 minutes 27 seconds West along said centerline 915.52 feet to the point of beginning. Except commencing at East 1/4 corner of Section 8; thence North 89 degrees 48 minutes 37 seconds West along East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East 191.27 feet along said centerline; thence 89 degrees 41 minutes 33 seconds West 53.5 feet to point of beginning; thence North 89 degrees 41 minutes 33 seconds West 60 feet; thence South 00 degrees 18 minutes 27 seconds West 51 feet; thence South 89 degrees 41 minutes 33 seconds East 60 feet; thence North 00 degrees 18 minutes 27 seconds East 51 feet to point of beginning.

Commonly Known As: Vacant Merritt Road, East Lansing, MI 48823
Parcel: 33-20-02-08-200-007
Amendment to Purchase Agreement

File Number: MI87602
Address: Vacant Merritt Road, East Lansing, MI 48823
Purchaser: Merritt Road 4, LLC, a Michigan Limited Liability Company
Seller: City of East Lansing, a Municipal Corporation
Purchase Agreement Date as Accepted by Seller(s):
Date of Closing: September 18, 2019

It is agreed by both Purchaser(s) and Seller(s) that the Purchase Agreement is amended as follows:

1. Deadline for closing shall be today’s date.
2. All parties understand and agree that this is a CASH SALE transaction.
3. All parties understand and agree that there will NOT be a water escrow held at closing.
4. Any and all future water bills and charges will be the responsibility of the Purchaser(s).
5. All parties understand and agree there will be no Survey done on the said subject property for closing this transaction.

This Purchase Agreement is in full force and effect as to all other items in it. Furthermore it is agreed that both Purchaser(s) and Seller(s) hold Madison Settlement Services, LLC - Michigan harmless for any of the amendment(s) itemized above, as well as all contents in the original Purchase Agreement.

SELLER(S):
City of East Lansing, a Municipal Corporation

Purchaser(S):
Merritt Road 4, LLC, a Michigan Limited Liability Company

BY: George Lahanas, City Manager

BY: __________________________
Ouida Abdulnoor, Manager
ON THE 18th day of September, 2019, before me, the undersigned Officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s):

1. That the Grantor(s) herein is/are the owner(s) of the premises being insured hereunder and the same person(s) as the grantee(s) in Book 770, Page 328.

2. That there are no bankruptcies, easements, encumbrances, judgments, mortgages, encroachments, boundary conflicts, or pending suits adversely affecting the owner(s) and the said premises which are known to the undersigned and are not being properly provided for in this transaction.

3. That there have been no repairs, additions or improvements made, ordered or contracted to be made on or to the premises, within six (6) months from the date hereof; and that there are no outstanding or disputed claims for any such work, labor or materials for the matters aforementioned.

4. That there has been no work done, or notice received that work is to be done, by the Municipality (City, Borough or Township), or at its direction, in connection with the installment of sewer or water or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.

5. That no notice has been served by any governmental authority for the removal or abatement of any nuisance, or concerning the condemnation of any portion of said premises.

6. That there has been no violation of any restrictions affecting the premises. That there are no purchase money obligations being created in this transfer.

7. That there has been no liens filed against Grantor(s) that have not been disclosed by a search of the public records, this includes but is not limited to Federal Tax Liens, State Tax Liens, Liens for condominium fees, child support liens, judgment liens against owner issued by any court of any City, County, State or Federal Court.

8. That the Grantor(s) is/are in actual possession of the entire premises, there are no disputes with any adjoining property owners, and there are no leases or agreements affecting the premises or any part thereof outstanding, other than those that are presently being assigned.

9. That the present transaction is not made for the purpose of hindering, delaying or defrauding the creditors of said owner(s) and does not come within the provisions of any Bankruptcy or Insolvency Acts.
10. That the Grantor(s) in this transaction is/are of full legal age and in every respect competent to convey or encumber the title to the premises in question.

11. That all taxes, sewer and water rents assessed against the said premises as of the date of this settlement are fully paid.

12. That no Notice has been received of a claim from any real estate broker claiming a right to a lien pursuant to Act 34 of 1996.

13. As to each Grantor who is a natural person:
   a. If presently married, that he/she is not a party to any pending divorce proceeding in any jurisdiction.
   b. That any interest in the within described premises has never been awarded or distributed to or liened in favor of any former spouse nor is his/her interest in the within described premises subject to the continuing jurisdiction of any court for possible future award or distribution to any former spouse.
   c. If presently married, that he/she is not presently separated.
   d. That there are no arrearages for child support due in this, or any other, jurisdiction against me/us.

14. Receipt of Disclosure Statement, Title Commitment, and WFG Title Insurance Company's and its Agent's Privacy Policy are hereby acknowledged.

15. Grantor(s) hereby attest(s) that the property being conveyed is (Please INITIAL one):

    [Signature]

   The referenced property is the only property owned in Ingham County and all real estate taxes have been paid in full.

   [Signature]

   The referenced property is not the only property owned in Ingham County but all real estate taxes have been paid in full and there are no delinquent taxes.

This affidavit is made for the purpose of inducing WFG National Title Insurance Company and/or its authorized agent to hold settlement on the above premises, and to issue its title insurance policy, insuring the title thereto, and undersigned confirm(s) that the foregoing statements are true and correct to the best of Owner my/our knowledge and belief.

City of East Lansing, a Municipal Corporation

[Signature] George Lahanas, City Manager

SWORN TO AND SUBSCRIBED before me, the day and year aforesaid.  

[Signature] Emily [Last Name]

Notary Public
My Commission Expires: 08/08/2025
PROPERTY PURCHASE ALTA SETTLEMENT STATEMENT CERTIFICATION

The undersigned Buyer(s) and Seller(s) have examined the attached ALTA Settlement Statement, find it to be correct, and acknowledge receipt of a fully executed copy. Both Buyer(s) and Seller(s) agree that in the event of any errors and/or omissions in this document are discovered, they will cooperate in promptly rectifying these errors and/or omissions, so that the property settlement between the parties can be achieved.

In the adjustment of taxes, water, rent, assessments and other public charges, Madison Settlement Services, LLC - Michigan assumes no liability for special paving taxes or minor privilege charges, nor for assessment for water, sewer or storm water drainage systems provided by the public authority in the county or city wherein the property is located when required to be ordered for recordation purposes in the event of a transfer of title, nor for any additional taxes which may become due and payable as the result of reassessment of said property subsequent to the date hereof.

The Buyer(s) and Seller(s) certify that they are not aware of any other liens or encumbrances on the property, fixtures, or chattels contained therein, other than those that are set out for payment in the Buyer(s) or Seller(s) transaction portion of the attached ALTA Settlement Statement.

The Seller(s) acknowledge receipt of the agreed purchase price in full settlement of this transaction and authorize disbursement thereof as shown on the attached ALTA Settlement Statement. The Buyer(s) further acknowledge receipt of a copy of the Deed, Note and Mortgage and all copies of covenants and exceptions as may be applicable if they have elected to purchase title insurance.

Madison Settlement Services, LLC - Michigan, in its sole discretion, where allowed by law, hereby expressly reserves the right to deposit any amounts held by it in escrow in an interest bearing account in a federally insured institution and to credit any interest so earned to its own account as additional compensation for its services as Settlement Agent in this transaction.

Dated this 18th day of September, 2019

City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager

Merritt Road 4, LLC, a Michigan Limited Liability Company

BY: Ouida Abdulnoor, Manager

Forwarding Address:

Forwarding Address (if different from property):

Phone:

Phone:

Email:

Email:
Hold Harmless Agreement  
Closing Costs and Payoffs

TITLE COMPANY: Madison Settlement Services, LLC

FILE NUMBER: MI87602

The undersigned seller(s) hereby hold harmless Madison Settlement Services, LLC - Michigan with regard to the monies collected to pay off their current loan, open real estate taxes, judgments, liens, utility charges, open HOA/Condo dues, and recording fees. If there is a shortage, the undersigned hereby agree to pay any amounts due in a timely and responsible manner. If there is a line of credit, you must assist the title company to close the line of credit. By signing this agreement, seller(s) are assuming full responsibility for satisfaction of any additional monies due to the lending institutions or applicable receiver of recording fees, taxes, or utilities.

City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager

State of
County of

On this, the 18th day of September, 2019, before me, the undersigned officer, personally appeared City of East Lansing, a Municipal Corporation by George Lahanas, City Manager known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the above instrument, and he/she/they acknowledged that he/she/they executed the same for the purposes therein contained.

Notary Public
My Commission Expires: 08/08/2025

Madison Settlement Services, LLC - Michigan
1740 W. Big Beaver Road, Suite 202, Troy, MI 48084
P. (248) 841-8380 | F: (577) 632-8296
CORRECTION AGREEMENT
LIMITED POWER OF ATTORNEY

The undersigned Seller(s) for the property commonly known as Vacant Merritt Road, East Lansing, MI 48823, agree that, if requested by Madison Settlement Services, LLC - Michigan, to fully cooperate, adjust and correct all TYPOGRAPHICAL or CLERICAL ERRORS discovered in any or all of the closing documentation executed by the undersigned at settlement.

The undersigned appoint Madison Settlement Services, LLC - Michigan and its designee as his/her/their Attorney-in-Fact to correct any such errors, place our initials on documents where changes are made, and/or sign our names to and acknowledge any modification agreement or other documents or form adjusting or correcting such errors. In the event this procedure is utilized, the party(ies) involved shall be notified and receive a corrected copy of the changed document(s) from Madison Settlement Services, LLC - Michigan. This Power of Attorney is coupled with an interest and shall be irrevocable until the transaction is completed and shall survive the disability of the undersigned.

AS WITNESS, my/our execution hereof this 18th day of September, 2019.

City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager

State of
County of

On this, the 18th day of September, 2019, before me, the undersigned officer, personally appeared City of East Lansing, a Municipal Corporation by George Lahanas, City Manager known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the above instrument, and he/she/they acknowledged that he/she/they executed the same for the purposes therein contained.

Notary Public
My Commission Expires On: 07/08/2025

Madison Settlement Services, LLC - Michigan
1740 W. Big Beaver Road, Suite 202, Troy, MI 48084
P: (248) 841-8380 | F: (877) 632-8296
<table>
<thead>
<tr>
<th>PROPERTY ADDRESS</th>
<th>BUYER'S NAME</th>
<th>LOT</th>
<th>ADDRESS AFTER CLOSING</th>
<th>TYPE OF COMPANY</th>
<th>SSN OR TIN</th>
<th>PERCENTAGE долевой участия</th>
</tr>
</thead>
<tbody>
<tr>
<td>6200 Burt Road, East Lansing, MI 48823</td>
<td>[Name]</td>
<td>N/A</td>
<td>[Address]</td>
<td>Corp</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>510000.00</td>
<td>[Name]</td>
<td>N/A</td>
<td>[Address]</td>
<td>Corp</td>
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<td>510000.00</td>
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<td>[Address]</td>
<td>Corp</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

AS REQUIRED BY TAX REFORM ACT OF 1993, THE FOLLOWING INFORMATION IS REQUIRED:

1099-S INFORMATION

City of East Lansing, a Municipal Corporation
FIRPTA – NON FOREIGN CERTIFICATION FOR INDIVIDUALS

Property Address: Vacant Merritt Road, East Lansing, MI 48823

Date: September 18, 2019

Section 1445 of the Internal Revenue Code provides that a Purchaser of U.S. real property interest must withhold tax if the Seller(s) is/are a foreign person. To inform the Purchaser(s) that withholding of tax is not required upon the disposition of a U.S. real property interest, each undersigned Seller hereby certifies the following:

1. I am not a non-resident alien individual for the purposes of U.S. Income Taxation. My name, U.S. Taxpayer Identification Number and home address, as listed below, are correct.

2. I understand that this certification may be disclosed to the Internal Revenue Service and that any false statement I have made herein could be punished by fine, imprisonment, or both.

3. That the Purchaser(s), and any agent(s), may rely upon this certification for any transaction regarding the above-referenced real estate and each Seller agrees to indemnify the Purchaser(s), and any agent(s), for all claims and losses caused by any false or misleading information.

<table>
<thead>
<tr>
<th>Seller(s)</th>
<th>Home Address</th>
<th>Taxpayer Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of East Lansing, a Municipal Corporation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 18, 2019

SELLER(S):

City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager
Hold Harmless Agreement –
Waiver of Water Escrow

Property: Vacant Merritt Road, East Lansing, MI 48823

File No: MI87602

Date: September 18, 2019

We, the undersigned Borrower(s) and Seller(s) agree to waive the holding of any escrow for outstanding water and/or sewer charges in connection with the present transaction.

We, the undersigned Borrower(s) and Seller(s) further agree to indemnify and hold harmless Madison Settlement Services, LLC regarding any lien arising from any unpaid water and/or sewer charges beyond those indicated as being paid on the ALTA Settlement Statement.

Seller(s):
City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager
State of
County of
The Forgoing instrument was acknowledged before me on 18th day of September, 2019 by City of East Lansing, a Municipal Corporation.

Notary Public
My Commission Expires: 08/08/2025

Buyer(s):
Merritt Road 4, LLC, a Michigan Limited Liability Company

BY: ________________________________
Ouida Abdulnoor, Manager
State of
County of
The Forgoing instrument was acknowledged before me on 18th day of September, 2019 by Merritt Road 4, LLC, a Michigan Limited Liability Company.

Notary Public
My Commission Expires:
SELLER(S) PROCEEDS AUTHORIZATION

I/We, the herein Seller(s), do hereby authorize Madison Settlement Services, LLC - Michigan to disburse the proceeds from our settlement as follows:

_____ Receive Proceeds from Madison Settlement Services, LLC at closing.

_____ Mail Proceeds to:

(Note: Funds will be sent USPS unless over $250, which will be sent overnight.)

_____ Wire Transfer to account. **Name(s) on account must match Seller’s name(s).** Please attach a voided check or complete the following:

- Name on Account: **City of East Lansing Pooled Cash**
- Bank Name: **Huntington**
- Routing Number: **044000024**
- Account Number: **01328301525**

_____ Give to at closing.

City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager

*If ALL Sellers do not appear on the account for deposit of Seller proceeds, ALL Sellers MUST sign below to confirm authorization to wire funds into this account.*

City of East Lansing, a Municipal Corporation

BY: George Lahanas, City Manager

State of

County of

On this, the 18th day of September, 2019, before me, the undersigned officer, personally appeared City of East Lansing, a Municipal Corporation by George Lahanas, City Manager known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the above instrument, and he/she/they acknowledged that he/she/they executed the same for the purposes therein contained.

_Emily Gordon_

Notary Public
My Commission Expires: **08/08/2025**

Madison Settlement Services, LLC - Michigan
1740 W. Big Beaver Road, Suite 202, Troy, MI 48084
P: (248) 841-8380 | F: (877) 632-8296
Exhibit “A”

Land situated in the City of East Lansing, County of Ingham, State of Michigan, to-wit:

Part of East 1/2 of Section 8, Towns 4 North, Range 1 West, City of East Lansing described as:
Commencing at the East 1/4 corner of Section 8, thence North 89 degrees 48 minutes 37 seconds West along the East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East along said centerline 70 feet to point of beginning; thence North 89 degrees 48 minutes 37 seconds West parallel with the East-West 1/4 line 213 feet; thence North 27 degrees 49 minutes 54 seconds West 296.21 feet; thence North 46 degrees 07 minutes 46 seconds West 229.15 feet to centerline of proposed East Bound Lane of Old 78 Highway; thence North 43 degrees 52 minutes 14 seconds East along said proposed centerline 672.82 feet; thence North 80 degrees 43 minutes 27 seconds East 55.84 feet to centerline of Park Lake Road; thence South 00 degrees 18 minutes 27 seconds West along said centerline 915.52 feet to the point of beginning. Except commencing at East 1/4 corner of Section 8; thence North 89 degrees 48 minutes 37 seconds West along East-West 1/4 line 1368.92 feet to centerline of Park Lake Road; thence North 00 degrees 18 minutes 27 seconds East 191.27 feet along said centerline; thence 89 degrees 41 minutes 33 seconds West 53.5 feet to point of beginning; thence North 89 degrees 41 minutes 33 seconds West 60 feet; thence South 00 degrees 18 minutes 27 seconds West 51 feet; thence South 89 degrees 41 minutes 33 seconds East 60 feet; thence North 00 degrees 18 minutes 27 seconds East 51 feet to point of beginning.

Commonly Known As: Vacant Merritt Road, East Lansing, MI 48823
Parcel: 33-20-02-08-200-007
### Instructions for Transferor
For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 8824, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:
- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Transferor’s taxpayer identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer account number. May show an account or other unique number the filer assigned to distinguish your account.

- Box 1. Shows the date of closing.
- Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.
- Box 3. Shows the address or legal description of the property transferred.
- Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in Box 2.
- Box 5. If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).
- Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in Box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the “Other income” line of the appropriate income tax form. For more information, see Pub 523, Pub 526, and Pub 530.

**IF THE TAX ID NUMBER SHOWN ABOVE AS “TRANSFEROR’S Identification Number” IS INCORRECT OR BLANK, PLEASE FILL IN THE CORRECT TAX ID NUMBER HERE:**

<table>
<thead>
<tr>
<th>SSN</th>
<th>SSN</th>
</tr>
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</table>

Receipt of this statement is hereby acknowledged this ___day of ____________, 20__.

City of East Lansing, a Municipal Corporation

[Signature]

BY: George Lahanas, City Manager
George,
We sent our documents via overnight delivery to the closing agent in Sept 18. The "closing" took place on the 19th. We were then wired the money Thursday or Friday. Jill would know the date for sure.
Tom

Sent from my iPhone

On Oct 2, 2019, at 5:12 PM, George Lahanas <glahana@cityofeastlansing.com> wrote:

Could you tell me the official closing date for Alice?
Thanks
George

Get Outlook for Android

From: Alice Dreger <publisher@eastlansinginfo.org>
Sent: Wednesday, October 2, 2019 4:01:06 PM
To: City Council <council@cityofeastlansing.com>; George Lahanas <glahana@cityofeastlansing.com>; Mikell Frey <mfrey@cityofeastlansing.com>; tomveadon@mcgintylaw.com; <tomveadon@mcgintylaw.com>
Subject: closing on Merritt Road?

Trying one more time to find out:

Has the City now closed on the sale of the Merritt Road property? If so, what was the closing date?

Thanks.

Alice

Alice Dreger / Publisher
East Lansing Info
eastlansinginfo.org
We bring East Lansing the news.
Fwd: Marijuana Facilities

Tim Dempsey <tdempse@cityofeastlansing.com>
Tue 1/2/2018 8:04 AM
To: David Haywood <dhaywood@cityofeastlansing.com>

We can discuss how to handle this request.

Begin forwarded message:

From: “LaNita Campbell” <nitacprn@comcast.net>
Date: December 27, 2017 at 4:08:42 PM EST
To: “Tim Dempsey” <tdempse@cityofeastlansing.com>
Subject: Marijuana Facilities
Reply-To: “LaNita Campbell” <nitacprn@comcast.net>

Dear Mr. Dempsey,
I am writing you on behalf of the Skyline Hills Association of homeowners regarding zones in East Lansing designated for marijuana grow facilities. The residences of association members are located in Meridian Township but, according to our research, the negative effects of a marijuana grow facility can impact those within as much as a two-mile radius of a facility -- in other words, they don’t stay within government boundaries.

I attended the Planning Commission meeting of October 25, 2017. It is my understanding that the Planning Commission designated two OIP (Office/Industrial Park) areas for the growing and processing of marijuana in East Lansing. One of the zones is on Chandler Road and the other is at the corner of Park Lake and Merritt Rd. Both of these zones are less than 2 miles from the highly residential area of Carriage Hills (Walnut Hills Country Club). And the City Commission approved this zoning.

Approved, as amended, Ordinance No. 1395, an ordinance to Amend Section 50-7 of Article I – In General – Section 50-222 of Division 2 – Residential, Agricultural District, RA – of Article IV – Single-Family and Two-Family Residential Districts – Section 50-612 Of Division 5 – Restricted Office Business District, B-4 – and Section 50-632 of Division 6 – Community Retail Sales Business District, B-5 of Article VI – Business, Office and Industrial Districts of Chapter 50 – Zoning – of the Code of the City of East Lansing and to add Section 50-94a – to Division 3 – Special Use Permit – to Article II – Administration and Enforcement – to Chapter 50 – Zoning – of the Code of the City of East Lansing to Define, Allow for, and Regulate Medical Marijuanna Facilities

It is my understanding that should anyone apply to the Planning Commission for a permit to build a marijuana growing and processing facility they must have an SUP approval before proceeding. Under your ordinances you are to notify anyone living within 500 feet of the facility of the application.

Can you also include notification to others who have interest in this application? We would like to be

https://outlook.office365.com/mail/idempse@cityofeastlansing.com/searchId/AAQkAGM2YWJhNmIwLTBiYzJhNjM3OC1iZDNhLTBkNTkzMTUwMWM...
on that list. If this is not possible when are your meeting agendas posted to your website? In addition, because the ordinance states that by federal law, a marijuana facility may not be established or operated within 1,000 feet of an after-school program, a school or a registered daycare facility, we believe those within 1,000 feet should be notified.

Additionally, I’m certain that Bath Township, Clinton County and Meridian Township would all be very interested in this matter. Do you notify them about upcoming SUP applications?

Mr. Dempsey, will you please forward this email on to all members of the City Commissioners and the Planning Committee?

Sincerely,
LaNita CampbellPresident, Skyline Hills Association6049 Skyline DriveEast Lansing, MI 48823(517) 337-9316

Nita
Re: Marijuana Facilities East Lansing Hearing

Tim Dempsey <tdempse@cityofeastlansing.com>
Thu 1/11/2020 9:51 AM
To: Frank Walsh <walsh@meridian.mi.us>
Cc: David Haywood <dhaywood@cityofeastlansing.com>; George Lahanas <glahana@cityofeastlansing.com>

1 attachments (541 KB)
Ordinance No. 1395 - Final Signed.pdf;

Frank,

Quick summary/status: The City approved an ordinance that allows for grow facilities in our OIP zones, of which we only have four parcels in the City, two of which concerned your resident. One is the former DPW site where Working Bugs/Red Cedar Spirits is located. Our ordinance has a restriction that alcohol cannot be consumed on the premises of these facilities, so this effectively eliminates that site unless Red Cedar closes at some point. The other is on the east side of Chandler Rd. north of The Landings at Chandler Crossings apartments, well away from your residents. If any grow facility is proposed, regardless of location, it will need to go through a SUP process.

The issue of Provisioning Centers (retail sale) is separate from the grow facilities and has not been settled yet. A draft overlay ordinance was referred to our Planning Commission. At this point, there's no clear indication if this site will be included for provisioning centers and the alcohol issue would still restrict it.

Several zoning districts were also approved for testing and secure transport facilities but those are fairly benign and I assume not an issue for anyone.

A copy of the approved ordinance is attached.

Hope this helps to clarify.

Tim

>>> George Lahanas <glahana@cityofeastlansing.com> 1/9/2018 3:07 PM >>>
Frank,

We can send you the ordinance that council approved last month if you haven't gotten a chance to see it.

George

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Frank Walsh <walsh@meridian.mi.us>
Date: 1/9/18 2:50 PM (GMT-05:00)
To: George Lahanas <glahana@cityofeastlansing.com>
Subject: FW: Marijuana Facilities East Lansing Hearing

>>> "Frank Walsh" 01/09/2018 14:51 >>>

Hi George,
Township officials are getting emails from the Skyline Neighborhood reference a proposed marijuana facility at Park Lake/Merrit.

Can you shed some light on this and how Meridian Township can play a role in the process.

Thanks.

Frank

Frank I. Walsh
Township Manager
walsh@meridian.mi.us
W 517.853.4258 | F 517.853.4251
5151 Marsh Road | Okemos, MI 48864
meridian.mi.us

From: LaNita Campbell [mailto:nitacprn@comcast.net]
Sent: Monday, January 08, 2018 5:15 PM
To: Frank Walsh; Brett Dreyfus; Julie Brixie; Phil Deschaine; Darla Jackson; Dan Opsommer; Ronald Styka; Kathy Ann Sundland; baruah@meridian.mi.us; Cordill@meridian.mi.us; Scott-Craig@meridian.mi.us; ianni@meridian.mi.us; lane@meridian.mi.us; premore@meridian.mi.us; richards@meridian.mi.us; tenaglia@meridian.mi.us
Subject: Fwd: Marijuana Facilities East Lansing Hearing

The following is an email I received from David Haywood, East Lansing Planning Department concerning Marijuana Growing and Processing Facilities at the corner of Park Lake Road, Merritt and Haslett Rd. I'm hoping someone from Meridian can attend.

Nita

---------- Original Message ----------
From: David Haywood <dhaywood@cityofeastlansing.com>
To: nitacprn@comcast.net
Cc: Tim Dempsey <tdempsey@cityofeastlansing.com>
Date: January 8, 2018 at 10:17 AM
Subject: Fwd: Marijuana Facilities

Hello Ms. Campbell,

My name is David Haywood, I am the Planning and Zoning Administrator and am glad to help you with your questions. In your email you indicated that we are required to notify anyone within 500 feet of a proposed special use permit. You are correct that we are required to notify property owners and occupants within a certain distance from property subject to a special use permit application. However, please note that Section 50-36(f)(2) of the zoning ordinance prescribes a 300 foot notice. The following is a link to Section 50-36(f)(2) for your reference.
https://library.municode.com/mi/east_lansing/codes/code_of_ordinances?nodeId=PT1COOR.CH50ZO.ARTIIADEN.DIV1GE.S50-36SIPLAP

The reference to notifications in Section 125.3103 in the Michigan Zoning Enabling Act, which establishes the 300 foot requirement, can be found at this link:

We generally do not include additional residents/interested parties on specific notices beyond the 300 foot requirement. Having said that, please note that the City Council will be considering
Ordinance 1416, which proposes to regulate provisioning centers, this Tuesday, January 9 at 7 p.m. The following is a link to their agenda.

With regard to your question regarding Township and County notifications, we generally do not notify them under the distance requirement stated above. We do notify Townships when the subject parcel is adjacent to a Township boundary line. We also notify certain departments of Counties and other agencies when they would have interest, such as for road/highway permitting, health department, county drains, environmental, airport, railroads, etc.

We will forward your correspondence to the Planning Commission and Council for their consideration.

Please let me know if have any follow-up questions or concerns. Thank you.

David Haywood, AICP
Planning & Zoning Administrator
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
office: (517) 319-6861

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medical marihuana

Tim Dempsey <tdempse@cityoflansing.com>
Thu 10/25/2018 11:02 AM
To: Tom Yeadon

1 attachments (45 KB)
Memo - City Council - 10-25-2018.docx;

Tom,

Attached is our memo summarizing the changes you made at the request of the Mayor, as well as recommending one additional change in Section 50-94a(a)(1). Would you please review that language?

Thanks,

Tim
Hello,

I do not have the original email he is referring to, but College Hunks wants to use the former DPW to operate their business. ....

E

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the eMail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
COLLEGE HUNKS HAULING JUNK®
COLLEGE HUNKS MOVING®
1200 East Oakland Avenue
Lansing MI 48906
Office: 517-253-0259
Mobile: 269-591-9191
Email: bill.willbrandt@chhj.com

Move the World
https://support.chhj.com/images/duallogo.png
The portion with the building is not owned by us anymore, or is he referring to the vacant land?

>>> Ellis Seide 7/3/2018 3:05 PM >>>
Hello,

I do not have the original email he is referring to, but College Hunks wants to use the former DPW to operate their business. ... 

E

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920

>>> 

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "esseide@cityofeastlansing.com" <esseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the email that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
COLLEGE HUNKS HAULING JUNK®
COLLEGE HUNKS MOVING®
1200 East Oakland Avenue
Lansing MI 48906
Office: 517-263-0259
Mobile: 269-591-9191
Email: bill.willbrandt@chhj.com

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Hi Bill,

Thank you for contacting the City with your request. I apologize in the delay. Are you referring to the building or the vacant land? The City no longer owner the portion of the building.

Ellis
From: Bill Willbrandt <Bill.Willbrandt@chhh.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the email that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
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1200 East Oakland Avenue
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Mobile: 269-591-9191
Email: bill.willbrandt@chhj.com

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Eilis A. Seide

Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, MI 48823

phone: [517] 319-6920

>>>
Date: 7/3/2018 3:45 PM

Subject: Re: Following up

I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?

Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

Move the Θ

We're Hiring Today: http://collegehunkshaulingjunk.com/about/careers/

From: Ellis Seide <eseide@cityofeastlansing.com>
Hi Bill,

Thank you for contacting the City with your request. I apologize for the delay. Are you referring to the building or the vacant land? The City no longer owns the portion of the building.

Ellis
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date:  7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the eMail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
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http://www.cityofeastlansing.com/news today!
If I'm looking at the right site, it's an irregular triangular shape roughly about 6.4 acres total. I'm not sure what percentage is developable, though...

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920

From: Bill Willbrandt <Bill.Willbrandt@chhj.com>
To: Ellis Seide <eseide@cityofeastlansing.com>
Date: 7/3/2018 3:45 PM
Subject: Re: Following up

I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?

Best,
Bill Willbrandt, Owner
College Hunks Hauling Junk and Moving - Lansing
Move the D
We're Hiring Today: http://collegehunks haulingjunk.com/about/careers/

Ellis Seide <eseide@cityofeastlansing.com>
Sent: Tuesday, July 3, 2018 3:31:13 PM
To: Bill Willbrandt
Cc: Thomas Fehrenbach
Subject: Re: Following up

Hi Bill,

Thank you for contacting the City with your request. I apologize in the delay. Are you referring to the building or the vacant land? The City no longer owns the portion of the building.

Ellis

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,

I am writing to follow up on the e-mail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner
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1200 East Oakland Avenue
Lansing MI 48906
Office: 517-253-0259
Mobile: 269-591-9191
Email: bill.willbrandt@chhj.com

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Good afternoon,

It's an irregular triangular shape roughly about 6.4 acres total. The land may not be develop-able though.

Ellis

Ellis A. Seide

Assistant to the City Manager

City of East Lansing

410 Abbot Road

East Lansing, Mi 48823

phone: (517) 319-6920
From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: Ellis Seide <eseide@cityofeastlansing.com>

Date: 7/3/2018 3:45 PM

Subject: Re: Following up

I was inquiring about either. Thanks for responding. If the land is available, do you know the dimensions?

Best,

Bill Willbrandt, Owner

College Hunks Hauling Junk and Moving - Lansing

Move the ☐
Hi Bill,

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From: Bill Willbrandt <Bill.Willbrandt@chhj.com>

To: "eseide@cityofeastlansing.com" <eseide@cityofeastlansing.com>

Date: 7/3/2018 12:57 PM

Subject: Following up

Good afternoon,
I am writing to follow up on the e-mail that I sent last week about the former public works location, and any possibilities of obtaining space there to operate our business, since I have not had any reply.

Best Regards,

Bill

Bill Willbrandt
Lansing Michigan Franchise Owner

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http://www.cityofeastlansing.com/news today!
Ok, here’s my take. Not as bad as I thought since 7 of the 17 amendments failed and several of the amendments were stricken items. I highlighted where the language changes are, but it’s not a true track changes as I’m not showing the deletions.
1416a

Tim Dempsey <tdempse@cityofeastlansing.com>

Thu 11/1/2018 2:54 PM

To: George Lahanas <glahana@cityofeastlansing.com>

2 attachments (53 KB)

Medical Marihuana ProvisioningCenters 1416a - 10.30.18-Council amendments.docx; Medical Marihuana ProvisioningCenters 1416a - 10.30.18-Council amendments CLEAN.docx;

Two versions - one with the areas changed highlighted (it's not a tracked changes so doesn't show stricken language) and a version w/o highlights for posting (CLEAN).
1416a - latest version

Tim Dempsey <tdempse@cityofeastlansing.com>
Thu 11/1/2018 5:06 PM
To: George Lahanas <glahana@cityofeastlansing.com>
Cc: Emily Gordon <egordon@cityofeastlansing.com>

Medical Marihuana ProvisioningCenters 1416a - 10.30.18-Council amendments CLEAN.docx;

George,

We caught an issue on the Merritt/Park Lake area definition that we adjusted. The attached is the revised version for posting.

Tim
amendment language 1416a

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 11/2/2018 12:49 PM
To: Mark Meadows <mmeadows@cityofeastlansing.com>
Cc: George Lahanas <glahanas@cityofeastlansing.com>

1 attachments (27 KB)
Medical Marihuana ProvisioningCenters 1416a - 10.30.18-Council amendments CLEAN.docx;

Mark,

Attached is the clean version, sending just in case you didn’t get from Emily or Ellis yet. George and I are offsite at a training.

Tim
Medical Marihuana ordinance

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 11/9/2018 3:45 PM
To: Shawn O'Brien <shawn.obrien@cbre.com>

1 attachments (97 KB)
Medical Marihuana ProvisioningCenters 1416a - ADOPTED.pdf;

Shawn,

See attached.

Tim
Shawn,

See attached.

Tim

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Re: Medical Marihuana ordinance

Tim Dempsey <tdempse@cityofeastlansing.com>
Wed 11/14/2018 1:31 PM
To: Shawn O'Brien <shawn.obrien@cbre.com>
Shawn,

Please disregard the version of that ordinance that I sent last week, it was incorrect. The corrected version is being finalized and I will send when available. The definition of the area around Merritt and Park Lake was incorrect, it is only Merritt/Park Lake/Haslett.

Sorry for the confusion.

Tim

>>> Tim Dempsey 11/9/2018 3:45 PM >>>

Shawn,

See attached.

Tim
Bill,

I did receive this offer, thanks. We are trying to sort out how these will be evaluated, as there are multiple offers.

As for the Spartan Spirits, it does not impact the site because their primary business is not retail sale for off-site consumption. They wholesale and have on-site sales.

Tim

---

Bill Jakovac  
Managing Broker  
Summit Realty Services LLC  
517-285-1097 Cell  
bjakovac@summitrealtyservice.com  
Company License # 6505400638  
Broker License # 6502400639  

Bringing Buyers and Sellers Together!!!
RE: FW: Medical Marihuana ordinance

Tim Dempsey <tdempse@cityofeastlansing.com>
Wed 11/14/2018 3:50 PM
To: thomas.jamieson@cbre-martin.com <thomas.jamieson@cbre-martin.com>
Correct.
>>> "Thomas Jamieson" <thomas.jamieson@cbre-martin.com> 11/14/2018 1:51 PM >>>
The attached version is not accurate?

Thomas Jamieson | Senior Associate | Office Advisor
CBRE|Martin
1111 Michigan Avenue, Suite 300 | East Lansing, MI 48823
T +1 517 319 9235 | F +1 517 351 2201 | C +1 517 243 4300
thomas.jamieson@cbre-martin.com | www.cbre.us/thomas.jamieson

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From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, November 14, 2018 1:34 PM
To: Thomas Jamieson <thomas.jamieson@cbre-martin.com>
Subject: Re: FW: Medical Marihuana ordinance

Tom,

2740 East Lansing Drive is not in any of the districts. There was an error in that area, it was reduced to the area bounded by Merritt/Park Lake/Haslett Roads.

I apologize for the confusion. I sent Shawn the incorrect version last week but have let him know as well. Please delete that version.

The correct version is being finalized and will be sent out once completed.

Tim

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>>> "Thomas Jamieson" <thomas.jamieson@cbre-martin.com> 11/14/2018 9:04 AM >>>
Tim,
Per the attached document, can you verify that 2740 East Lansing drive does not fit in any of the districts. The building was under contract and the buyer rescinded their offer and want to make sure the boundaries are accurate and final.

Thanks in advance.

Tom

Thomas Jamieson | Senior Associate | Office Advisor
CBRE|Martin
1111 Michigan Avenue, Suite 300 | East Lansing, MI 48823
T +1 517 319 9235 | F +1 517 351 2201 | C +1 517 243 4300
thomas.jamieson@cbre-martin.com | www.cbre.us/thomas.jamieson

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From: Shawn OBrien <shawn.obrien@cbre-martin.com>
Sent: Wednesday, November 14, 2018 8:52 AM
To: Thomas Jamieson <thomas.jamieson@cbre-martin.com>
Subject: FW: Medical Marihuana ordinance

FYI

Shawn H. O'Brien, CCIM | Senior Vice President | Brokerage Services
CBRE|Martin
1111 Michigan Ave., Suite 300 | East Lansing, MI 48823
T +1 517 319 9220 | F +1 517 351 2201 | C +1 517 303 5554
shawn.obrien@cbre-martin.com | www.cbre.us/shawn.obrien

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We're accepting offers. Not sure yet how we're going to sort them out, but feel free to submit.

Thanks Tim. I appreciate it. I will have another offer for the remaining 6.52 acres former service garage property if it is still available?

Shawn H. O'Brien, CCIM | Senior Vice President | Brokerage Services
CBRE/Martin
1111 Michigan Ave., Suite 300 | East Lansing, MI 48823
T +1 517 319 9220 | F +1 517 351 2201 | C +1 517 303 5554
shawn.obrien@cbre-martin.com | www.cbre.us/shawn.obrien

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From: Tim Dempsey <tdempsey@cityofeastlansing.com>
Sent: Wednesday, November 14, 2018 1:31 PM
To: Shawn O'Brien <shawn.obrien@cbre.com>
Subject: Re: Medical Marihuana ordinance
Importance: High

Shawn,

Please disregard the version of that ordinance that I sent last week, it was incorrect. The corrected version is being finalized and I will send when available. The definition of the area around Merritt and Park Lake was incorrect, it is only Merritt/Park Lake/Haslett.

Sorry for the confusion.

Tim

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>>> Tim Dempsey 11/9/2018 3:45 PM >>>
Shawn,

See attached.

Tim
disposition of the former DPW site

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 11/16/2018 1:42 PM
To: George Lahanas <glahanas@cityofeastlansing.com>
Cc: David Haywood <dhaywood@cityofeastlansing.com>; Thomas Fehrenbach <tfehren@cityofeastlansing.com>

George,

As you are aware, we have two written offers to purchase the City-owned parcel at Park Lake and Merritt Roads. I expect another two to three unsolicited offers in the coming days.

Given the current level of interest, it's staff recommendation that we issue a Request for Proposals for the site that would allow all the interested parties to submit, both those already having submitted and other parties currently unaware of its availability. It would be our goal to establish parameters of a sale, especially whether or not the City would entertain a brownfield plan or simply require the winning bidder to address the existing soil and remediation needs.

Please let me know if this approach is acceptable or if there's another preferred approach for entertaining offers.

Thank you,

Tim
Ordinance 1416a - final version

Tim Dempsey <tdempse@cityofeastlansing.com>

Fri 11/16/2018 2:57 PM

To: O'Brien Shawn <shawn.obrien@cbre-martin.com>; Tom Jamieson <thomas.jamieson@cbre-martin.com>

1 attachments (97 KB)
Ordinance 1416a - ADOPTED MPT - Clean.pdf;

The corrected, final version is attached.
From: Tim Dempsey  
To: Jakovac Bill <bjakovac@summitrealtyservice.com>  
Date: 11/21/2018 8:17 AM  
Subject: Re: Letter of Intent to Purchase Merritt Road Vacant Land

Bill,

I'm hoping to have some direction later next week. There's ongoing discussions about options.

Thanks for your patience.

Tim

>>> Bill Jakovac <bjakovac@summitrealtyservice.com> 11/21/2018 7:52 AM >>>

Morning Tim,

Any word on how the city of East Lansing will be handling the responses for the offers on the previous DPW Real Estate? We were hoping to be engaged in some sort of negotiations at this point regarding our offer?

Thank you

On Wed, Nov 14, 2018 at 1:44 PM Tim Dempsey <tdempse@cityofeastlansing.com> wrote:

Bill,

I did receive this offer, thanks. We are trying to sort out how these will be evaluated, as there are multiple offers.

As for the Spartan Spirits, it does not impact the site because their primary business is not retail sale for off-site consumption. They wholesale and have on-site sales.

Tim

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>>> Bill Jakovac <bjakovac@summitrealtyservice.com> 11/9/2018 4:47 PM >>>

Tim,

Attached you will find an LOI for the Vacant Land that the City of East Lansing owns on Merritt Road (DPW). My client is also pre-qualified for their use from the State of Michigan as you can see with the attached approval from LARA.

Please let me know you received this email with the Letter of Intent to Purchase.

I look forward to hearing back from you.

Thank you,

--

Bill Jakovac  
Managing Broker  
Summit Realty Services LLC  
517-285-1097 Cell  
bjakovac@summitrealtyservice.com  
Company License # 6505400638  
Broker License # 6502400639

Bringing Buyers and Sellers Together!!!
Bill Jakovac
Managing Broker
Summit Realty Services LLC
517-285-1097 Cell
bjakovac@summitrealtyservice.com
Company License #: 6505400638
Broker License #: 6502400639

Bringing Buyers and Sellers Together!!!
Re: Fwd: Letter of Intent to Purchase Merritt Road Vacant Land

Tim Dempsey <tdempse@cityofeastlansing.com>
Thu 11/29/2018 11:25 AM
To: Ellis Seide <eseide@cityofeastlansing.com>
All set for now. We're getting proposals from auction houses.

>>> Ellis Seide 11/29/2018 11:06 AM >>>
Hi Tim,

Do you need any follow up from me on this right now?

Ellis

Ellis A. Seide
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
phone: (517) 319-6920

>>> From: Tim Dempsey
To: Lahanas, George; Fehrenbach, Thomas
Date: 11/9/2018 4:59 PM
Subject: Fwd: Letter of Intent to Purchase Merritt Road Vacant Land

Offer #2, up to $950,000. I spoke to a broker earlier and expect a third offer next week.

>>> Bill Jakovac <bjakovac@summitrealtyservice.com> 11/9/2018 4:47 PM >>>

Tim,

Attached you will find an LOI for the Vacant Land that the City of East Lansing owns on Merritt Road (DPW). My client is also prequalified for their use from the State of Michigan as you can see with the attached approval from LARA.

Please let me know you received this email with the Letter of Intent to Purchase.

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Thank You,

--
Bill Jakovac
Managing Broker
Summit Realty Services LLC
517-285-1097 Cell
bjakovac@summitrealtyservice.com
Company License # 6505400638
Broker License # 6502400639

Bringing Buyers and Sellers Together!!!
Tim,

Thank you for your time yesterday discussing the city-owned parcel in East Lansing, Michigan. Per our discussion, attached find a one sheet that highlights the key advantages of Williams & Williams auctions. I have also attached a proposal that provides some background on Williams & Williams, the auction process, timelines, marketing, *valuation analysis for the city-owned parcel* and some case studies.

Williams & Williams has a broad range of experience across multiple government entity types, including municipal, state, and federal level agencies across all property types that include surplus government buildings and properties forfeited or otherwise acquired through various legal processes. The company currently holds a General Services Administration Mass Award Contract.

Key Advantages of Williams & Williams auctions:
- **ALL PROPERTY TYPES:** Auction brings market value and creates liquidity for city surplus properties, in rem properties and for residential, commercial and vacant land
- **EFFICIENT:** Time-definite - Sell and close in 65 days.
- **MAXIMIZE VALUE:** Public live and online auctions create competitive and transparent bidding process that maximizes prices while leveling the playing field for all bidders
- **GENERATE REVENUE:** Puts property back in non-exempt tax status
- **REDUCE EXPENSES:** Reduce cost of carry and liability burdens
- **STewardship:** Reduce blight in neighborhoods and create opportunity for new development
- **COMPLIANCE:** Customizable non-negotiable sales terms and purchase documents ensure compliance
- **NO COST:** No upfront cost and no commission paid by municipality/seller

We look forward to potentially working with you. Let me know if you have any questions.

Regards,

Fontana

Fontana Fitzwilson  
Executive Vice President  
fontana.fitzwilson@williamsauction.com  
www.williamsauction.com/fontanafitzwilson  
http://www.williamsauction.com/fontana-fitzwilson  
916.392.6505 direct  
916.405.5454 cell

Connect with me on LinkedIn.

*If your inquiry is not answered in 24 hours or if my customer service does not exceed your expectations, please contact our CEO, Kelly Hinerman via email.*  
Kelly.Hinerman@williamsauction.com
Tim,

Attached is the proposal to sell the land on an online auction. Please look it over and let me know if you have any questions.

A few of the highlights:
We would charge a 10% Buyer premium. This is charged to the buyer on top of their high bid, no commission is taken from the seller. There would be a marketing cost to the city of $1250. This is broken down in the proposal. We have over 450,000 registered bidders on our website and have been in business for 32 years. We have a full team ready to go to work for you. I have picked out a few proposed dates for the auction but am open to suggestions and can work around what works best for you.

Thanks for the opportunity to present this. Have a good weekend!

Jordan Miedema
President of Operations

LASTBiD Real Estate
601 Gordon Industrial Ct.
Byron Center, MI 49315
Email: jordan@1800lastbid.com
Cell: 616-480-8936
Office: 616-538-0367
Fax: 616-538-5230

Miedema Asset Management Group
Celebrating 30 Years in Business
DPW costs

Tim Dempsey <tdempse@cityofeastlansing.com>

Mon 12/3/2018 4:44 PM

To: George Lahanas <glahana@cityofeastlansing.com>

1 attachments (140 KB)

prelim cost estimates.pdf;

See attached email with cost estimates. The prior estimates costs were actually much higher, over $3M. The $1M was just for the building site. I will reference those numbers in the email for Council.
former DPW auction recommendation

Tim Dempsey <tdempse@cityofeastlansing.com>
Mon 12/3/2018 5:01 PM
To: George Lahanas <glahana@cityofeastlansing.com>
Cc: Thomas Fehrenbach <tfehren@cityofeastlansing.com>

3 attachments (141 KB)
Proposal City of East Lansing November 2018.txt; LASTBIDrealstate.com auction proposal.txt; prelim cost estimates.pdf;

George,

Attached are the two bids I received for auctioneers, one from a Michigan-based company and another from a firm out of Oklahoma. They both charge the buyers 10% of the price as their fee, with the MI firm also proposing a couple thousand $ in marketing charges to the City. The OK firm would also do on-site, while the MI firm just online.

I would recommend we use the Michigan-based firm provided they agree to waive the marketing fees and expedite the timeframe in order to get this auction online sooner given the level of current interest. In addition, the most current environmental information was conducted and paid for by a private entity, so we do not have rights to distribute as part of marketing. However, as a public record in our possession, we would have to release if requested under FOIA.

As a reminder, the environmental estimate we received was over $3M for soil remediation based on what the prior purchasers (Eyde/Luberto) were planning to build (50K s.f. retail, 200K s.f. parking). I also attached that correspondence.

Tim
Re: parcel map

Tim Dempsey <tdempse@cityofeastlansing.com>

Wed 12/19/2018 11:37 AM
To: Dena Fitzgerald <dfitzge@cityofeastlansing.com>

1 attachments (995 KB)
 IMAGE.PNG;

Dena - These are great, thanks again! Tim

>>> Dena Fitzgerald 12/19/2018 10:40 AM >>>
Hi Tim,

Attached is the a couple options. The only difference is the north arrow location.

Anyway, just let me know if there's anything else.

Thanks,
Dena

>>> Tim Dempsey 12/19/2018 9:24 AM >>>
Thanks Dena -

Just two changes:

Please show the boundary of the cell tower property as well. It's odd because it's 100% contained within the city parcel.

Please add a north arrow.

Thanks again!

Tim

>>> Dena Fitzgerald 12/18/2018 5:28 PM >>>
Hi Tim,

Attached is an aerial of the Merritt/Park Lake parcel.

Just let me know if you need anything changed.

Thanks,
Dena

>>> Tim Dempsey 12/18/2018 2:00 PM >>>
Hi Dena,

Would you please make up a 8.5x11 map with the City parcel below highlighted and some road labels of adjoining streets? We're going to be auctioning it off on eBay and I need a graphic showing where it is. You can title it Cit of East Lansing Parcel - Merritt and Park Lake

Thanks!
Tim
Bill,

We'll be posting it online for an auction by the end of the week. I'll forward the link when it's up.

Thanks for your patience,

Tim

>>> Bill Jakovac <bjakovac@summitrealtyserivce.com> 1/2/2019 10:22 AM >>>

Tim,

Happy New Year

Following up on the Letter of Intent we made to the City of East Lansing for the Department of Public works Real Estate we made November 9th, 2018.

Has the city made a decision yet on an offer or negotiations with competing offers? Any direction so we can get to a competing purchase agreement for this property?

My clients would like to purchase this property and submit a SUP for Cannabis use.

Thank You

---

Bill Jakovac
Managing Broker
Summit Realty Services LLC
517-265-1097 Cell
bjakovac@summitrealtyservice.com
Company License # 6505400638
Broker License # 6502400639

Bringing Buyers and Sellers Together!!!
former DPW auction

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 1/4/2019 4:37 PM
To: Tom Yeadon

1 attachments (187 KB)
Land Sale _ eBay.pdf;

Tom,

As you may recall, rather than pay an auction house 10%, we're going to use eBay to auction the property. That will still require entering into a purchase agreement with the winning bidder.

Would you mind reviewing the attached posting and let me know if any of my disclosures are troublesome, or if there are others you think we should add?

Thanks,

Tim
From: Tim Dempsey  
To: Dempsey, Tim  
BC: FORMER DPW SITE AUCTION  
Date: 1/7/2019 12:48 PM  
Subject: City of East Lansing Property Auction

You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.

https://www.ebay.com/itm/392210071000

Any questions can be directed to me via email or the direct phone number below.

Sincerely,

Tim Dempsey  
Deputy City Manager  
Director, Department of Planning, Building and Development  
City of East Lansing  
(517) 319-6804  
tdempsey@cityofeastlansing.com  
www.cityofeastlansing.com
From: Tim Dempsey
To: Lahanas, George
CC: Fehrenbach, Thomas; Haywood, David
Date: 1/7/2019 12:49 PM
Subject: former DFW site auction

FYI - We're live until 2/6 at 12:20 p.m.: https://www.ebay.com/tm/32210071000
Good Afternoon,

Just so everyone is aware, the former DPW site at Park Lake and Merritt that is owned by the City is now up for auction. The auction page is here: https://www.ebay.com/tm/392219671000

If anyone inquires about it, you can simply direct them to that link and/or me.

Thanks,

Tim
former DPW site auction

Tim Dempsey <tdempse@cityofeastlansing.com>

Mon 1/7/2019 12:51 PM

To: Amy Schlusler <aschlus@cityofeastlansing.com>; Annette Irwin <airwin@cityofeastlansing.com>; Bryan Thomas <bthomas@cityofeastlansing.com>; Caleb Sharrow <csharrow@cityofeastlansing.com>; Darcy Schmitt <dschmitt@cityofeastlansing.com>; David Haywood <dhaywood@cityofeastlansing.com>; Denise Kenny <dkenny@cityofeastlansing.com>; Dennis Wesner <dwesner@cityofeastlansing.com>; Desserie Ledesma <dledesma@cityofeastlansing.com>; Heather Pope <h pope@cityofeastlansing.com>; Jake Parcell <jparcell@cityofeastlansing.com>; James Hoffman <jhoffman@cityofeastlansing.com>; Jared Freeman <jfreema@cityofeastlansing.com>; John Gross <jgross@cityofeastlansing.com>; Leslie Yabs <lyabs@cityofeastlansing.com>; Lindsi Chapman <lchapman@cityofeastlansing.com>; McKenna Dixon <mdixon@cityofeastlansing.com>; Rebecca Urdiales <rurdial@cityofeastlansing.com>; Rodney Young <ryoung@cityofeastlansing.com>; Scott Weaver <sweaver@cityofeastlansing.com>

Good Afternoon,

Just so everyone is aware, the former DPW site at Park Lake and Merritt that is owned by the City is now up for auction. The auction page is here: https://www.ebay.com/itm/392210071000

If anyone inquires about it, you can simply direct them to that link and/or me.

Thanks,

Tim
From: Brett Henderson <brett@hendersonconsultingllc.com>
To: Tim Dempsey <tdempsey@cityofeastlansing.com>
Date: 1/7/2019 12:54 PM
Subject: Re: City of East Lansing Property Auction

thanks Tim

On Mon, Jan 7, 2019 at 12:48 PM Tim Dempsey <tdempsey@cityofeastlansing.com> wrote:

> You have been included in this email as someone who has expressed interest
> in the former DPW site at the corner of Merritt and Park Lake Roads. This
> property is now online for auction (until 2/6 at 12:20 p.m.) and details
> can be found at the link below. Feel free to pass this email along to any
> interested associates.
>
> https://www.ebay.com/itm/392210071000
>
> Any questions can be directed to me via email or the direct phone number
> below.
>
> Sincerely,
>
> Tim Dempsey
> Deputy City Manager
> Director, Department of Planning, Building and Development
> City of East Lansing
> (517) 319-6264
> tdempsey@cityofeastlansing.com
> www.cityofeastlansing.com
>
> ---------------------------
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> http://www.cityofeastlansing.com/eNews today!

* Brett H. Henderson*
Henderson Consulting
517.599.0410
From: <wirelesstrwke@yahoo.com>
To: Tim Dempsey <tdempse@cityofeastlansing.com>
Date: 1/7/2019 12:54 PM
Subject: Re: City of East Lansing Property Auction

Hi Tim
I would like to discuss this property if you have a chance this afternoon
Thanks

Walter Manju / CEO
Manju Development / ACM investment Group
248-890-3854
3625 Pine Hill Ct
West Bloomfield, Mi 48323

> On Jan 7, 2019, at 12:48 PM, Tim Dempsey <tdempse@cityofeastlansing.com> wrote:
> 
> You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.
> 
> https://www.ebay.com/itm/392210071000
> 
> Any questions can be directed to me via email or the direct phone number below.
> 
> Sincerely,
> 
> <IMAGE Ice> Tim Dempsey
> Deputy City Manager
> Director, Department of Planning, Building and Development
> City of East Lansing
> (517) 319-6864
> tdempse@cityofeastlansing.com
> www.cityofeastlansing.com
> 
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Shawn - My original message came back, I still had your CBRE email. Tim

You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.

https://www.ebay.com/trm/392210071000

Any questions can be directed to me via email or the direct phone number below.

Sincerely,

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-8864
tdempsey@cityofeastlansing.com
www.cityofeastlansing.com

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From: Christopher Yerm <chrisyerrn@icloud.com>
To: <TDEMPSEY@cityofecklansing.com>
Date: 1/7/2019 4:57 PM
Subject: Bid Site

Tim,

Can you send me the information on how to bid on the DPW property

thank you

Chris Yermian
BT Co.
222 E Merrill St
Birmingham, MI 48009
Cell: 248.464.8860
ChrisYerm@icloud.com

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Re: former DPW site auction

Tim Dempsey <tdempse@cityofeastlansing.com>
Mon 1/7/2019 7:54 PM
To: Annette Irwin <airwin@cityofeastlansing.com>
Everyone else wanted 10% cut to auction.

eBay- $153

On Jan 7, 2019, at 2:09 PM, Annette Irwin <airwin@cityofeastlansing.com> wrote:

You get anything on e-bay! Glad you told us, if someone would have asked me about it I probably would have thought they were kidding. Just not something I would think about for e-bay.
>>> Tim Dempsey 1/7/2019 12:51 PM >>>
Good Afternoon,

Just so everyone is aware, the former DPW site at Park Lake and Merritt that is owned by the City is now up for auction. The auction page is here: https://www.ebay.com/itm/392210071000

If anyone inquires about it, you can simply direct them to that link and/or me.

Thanks,

Tim
Chris - Here you go. Tim

>>> Tim Dempsey 1/7/2019 12:48 PM >>>

You have been included in this email as someone who has expressed interest in the former DPW site at the corner of Merritt and Park Lake Roads. This property is now online for auction (until 2/6 at 12:20 p.m.) and details can be found at the link below. Feel free to pass this email along to any interested associates.

https://www.ebay.com/itm/392210071000

Any questions can be directed to me via email or the direct phone number below.

Sincerely,

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-6864
tdempsey@cityofeastlansing.com
www.cityofeastlansing.com
From: Tim Dempsey
To: VandeWeerd, Zachery <zvandeweerd@ccmichigan.com>
Date: 1/14/2019 9:21 AM
Subject: Re: Ebay bid for Land Sale in City of East Lansing: PP# 33-20-02-08-200-007

Zach,

The bidding is open until February 6 at 12:20 p.m. At that point we will reach out to the winning bidder and discuss proceeding with a Purchase Agreement.

Sincerely,

Tim

Tim Dempsey
Deputy City Manager
Director, Department of Planning, Building and Development
City of East Lansing
(517) 319-6864
tdempsey@cityofeastlansing.com
www.cityofeastlansing.com

>>> Zachery VandeWeerd <zvandeweerd@ccmichigan.com> 1/11/2019 6:10 PM >>>

Tim,

Hope you had a great week. Please see the completed eBay bid below (picture attachment), on the City of East Lansing's Land parcel (PP# 33-20-02-08-200-007) for sale. Upon receiving this email, please call me; my Client and I need to continue discussions with you regarding said property - at your earliest convenience. I can be reached via cell phone or direct line any day @ any time.

This bid is certainly contingent upon further negotiation as you stated. Look forward to speaking with you shortly.

Sincerely,

Zachery C. VandeWeerd
Commercial Real Estate Agent
Callander Commercial
628 West Milham
Portage, MI 49024
(269) 271-5090 (Cell)
(269) 384.8367 (Direct)
(269) 384.8377 (Fax)
www.ccmichigan.com
From: Christopher Yerm <chrisyerm@icloud.com>
To: Tim Dempsey <dempse@cityofeastlansing.com>
Date: 1/21/2019 12:28 PM
Subject: Former DPW Site

Tim,

In regards to the former DPW site currently up for bid.

I had a few questions if you could call me at your earliest convenience.

Thank You,

248-464-8860

Chris Yermian
BT Co.
222 E Merrill St
Birmingham, MI 48009
Cell: 248.464.8860
ChrisYerm@icloud.com

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From: Chris Mkoyan <chrismkoyan@msn.com>
To: tdempsey@cityoflansing.com, kknipple@a-pluspainting.com
CC: Ken Knipple <kknipple@a-pluspainting.com>
Date: 2/6/2019 12:38 PM
Subject: Merritt Rd (Former DPW), East Lansing, MI
Attachments: Merritt Rd, East Lansing, MI

Tina,

Jeff Yatooma recently won the eBay auction for Merritt Rd (Former DPW), East Lansing, MI; PID 33-20-02-08-200-007. Please see the attached purchase agreement, proof of funds, and confirmation from eBay. Please call Jeff directly at (248)212-8358 to discuss.

Best,

Chris Mkoyan
(248)703-6335

From: eBay <ebay@ebay.com>
Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatooma@a-pluspainting.com>
Subject: You won! Pay now to receive Land Sale

Seller is waiting for your payment before they can ship. You won with a $1,000,000.00 bid! Next, make your payment.

You won with a $1,000,000.00 bid! Next, make your payment.
Complete purchase
Congratulations, Jeff! You won this auction. Please make a payment to dem-2786 to receive your item.
Land Sale

Land Sale: Your winning bid: $1,000,000.00 • You placed 4 bids and beat 2 bidders Complete purchase

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You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences in My eBay.

Email reference id: [38420205585d85b4d8b7778aca0f02c69b99#]

We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.
eBay sent this message to Jeff Yatooma (yatooma). Learn more about account protection. eBay is committed to your privacy. Learn more about our privacy notice and user agreement.
©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, February 6, 2019 3:51 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Keri Knipple <kknipple@a-pluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
Subject: Re: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

I am available the following times for a call:
- Tomorrow at 9 a.m. or 2 p.m.
- Friday at 11 a.m. or 1 p.m.

Let me know what works best.

Thanks,

Tim

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>>> Chris Mkoyan <chrismkoyan@gmail.com> 2/6/2019 1:28 PM >>>

Tim,

Jeff Yatooma recently won the eBay auction for Merritt Rd (Former DPW), East Lansing, MI; PID 33-20-02-08-200-007. Please see the attached purchase agreement, proof of funds, and confirmation from eBay. Please call Jeff directly at (248)212-8358 to discuss.

Best,

Chris Mkoyan
(248)703-6335

From: eBay <ebay@ebay.com>
Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: You won! Pay now to receive Land Sale

You won with a $1,000,900.00 bid! Next, make your payment.

Congratulations, Jeff!
You won this auction. Please make a payment to item-2786 to receive your item.
Jeff - Attached.  Tim

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/11/2019 10:12 PM >>>

Tim,

Would you mind sending over the environmental report for the Merritt Rd (Former DPW) for me to start reviewing while we are waiting on the PA to reviewed and approved. Thanks

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
Phone: 248-669-3400
Fax: 248-313-0112

"If you think hiring a professional is expensive, wait until you hire an amateur."

www.A-PlusPainting.com

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Please consider the environment before printing this e-mail

From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Sent: Thursday, February 7, 2019 2:18 PM
To: Tim Dempse <tdempse@cityofeastlansing.com>
Cc: Mkoyan Chris <christmkoyan@gmail.com>; Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Tim,

Pleasure speaking with you a few moments ago. Attached, please find the PA I previously sent in PDF for you review and comments. Thanks!

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
Phone: 248-669-3400
Fax: 248-313-0112

"If you think hiring a professional is expensive, wait until you hire an amateur."

www.A-PlusPainting.com

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Please consider the environment before printing this e-mail
Land Sale

Your winning bid: $1,000,900.00

You placed 4 bids and beat 2 bidders

Shop anywhere with the eBay app

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eBay sent this message to jeff yatooma (yatoomaj). Learn more about account protection. eBay is committed to your privacy. Learn more about our privacy notice and user agreement.

1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
To: Tim Dempsey <tdempse@cityofeastlansing.com>
CC: Mkoyan Chris <chrismkoyan@gmail.com>, Jeff Yatooma <yatoomaj@a-pluspainting.com>
Date: 2/7/2019 2:18 PM
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Attachments: Merritt Rd, East Lansing, MI - PA.docx

Tim,

Pleasure speaking with you a few moments ago. Attached, please find the PA I previously sent in PDF for you review and comments. Thanks!

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
Phone: 248-669-3400
Fax: 248-313-0112

"If you think hiring a professional is expensive, wait until you hire an amateur."

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Please consider the environment before printing this e-mail

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Sent: Wednesday, February 6, 2019 3:51 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Kori Knipple <kknipple@a-pluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
Subject: Re: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

I am available the following times for a call:
- Tomorrow at 9 a.m. or 2 p.m.
- Friday at 11 a.m. or 1 p.m.

Let me know what works best.

Thanks,

Tim

______________________________________________________

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>>> Chris Mkoyan <chrismkoyan@gmail.com> <mailto:chrismkoyan@gmail.com>> 2/6/2019 1:28 PM >>>

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(248)703-6335

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Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com><mailto:yatoomaj@a-pluspainting.com>>
Subject: You won! Pay now to receive Land Sale

Seller is waiting for your payment before they can ship. You won with a $1,000,900.00 bid! Next, make your payment.
You won with a $1,000,900.00 bid! Next, make your payment.

Complete purchase
<https://rover.ebay.com/rover/0/e11003.m44.19734/?euid=5c28ad55d85b4dbfb778aca02c4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2Ffulk%2Fstart%2Fshop%26sojTags=bu=bu>

Congratulations, Jeff!
You won this auction. Please make a payment to dem-2786<https://rover.ebay.com/rover/0/e11003.m43.12649/?euid=5c28ad55d85b4dbfb778aca02c4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2Ffulk%2Fusr%2Fdem-2786%26sojTags=bu=bu> to receive your item.

Land Sale
<https://rover.ebay.com/rover/0/e11003.m43.12649/?euid=5c28ad55d85b4dbfb778aca02c4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2Ffulk%2Fm%2F392210071000%26sojTags=bu=bu>

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[Get the eBay app for Android](https://rover.ebay.com/rover/0/e11003.m4699.l3871/?nuid=5c28ad55d85b4dbfb778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Fanywhere.ebay.com%2Fmobile%2Fantivirus%2Febay%2F&sojTags=bu=bu)

[Facebook](https://rover.ebay.com/rover/0/e11003.m5219.l9641/?nuid=5c28ad55d85b4dbfb778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.facebook.com%2Febay&sojTags=bu=bu)

[Twitter](https://rover.ebay.com/rover/0/e11003.m5219.l9642/?nuid=5c28ad55d85b4dbfb778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Ftwitter.com%2Febay&sojTags=bu=bu)

[Pinterest](https://rover.ebay.com/rover/0/e11003.m5219.l9643/?nuid=5c28ad55d85b4dbfb778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.pinterest.com%2Fepbay&sojTags=bu=bu)

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Cc: Keri Knipple <knipple@apluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
Subject: Re: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

I am available the following times for a call:
- Tomorrow at 9 a.m. or 2 p.m.
- Friday at 11 a.m. or 1 p.m.

Let me know what works best.

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Best,

Chris Mkoyan
(248) 703-6335

From: eBay <ebay@ebay.com>
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To: Jeff Yatooma <yatooma@apluspainting.com>
Subject: You won! Pay now to receive Land Sale
You won with a $1,000,900.00 bid! Next, make your payment.

Congratulations, Jeff!
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Land Sale

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We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.
éBay sent this message to jeff yatooma (yatooma). Learn more about account protection.
éBay is committed to your privacy. Learn more about our privacy notice and user agreement.

©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
From: Tim Dempsey  
To: City Council  
CC: Lahanas, George; Fehrenbach, Thomas  
Date: 2/8/2019 9:28 AM  
Subject: Former DPW site auction

Council,

George requested that I send an update. The auction closed on Tuesday and we had three active bidders with about 30 separate bids. The winning bid was $1,000,000 and the winning bidder is Jeff Yatooma. Mr. Yatooma owns a painting business based in Bloomfield Hills:  [http://artpluspainting.com/](http://artpluspainting.com/)

He has already sent me a proposed purchase agreement that I will be reviewing with the City Attorney. Our plan is to review that document and suggest changes if needed. Once we believe it's in an acceptable form, we would send to Council for your review. Council will need to approve the agreement at a future meeting.

In the meantime, please let me know if you have any questions.

Thank you,

Tim
Fwd: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 2/8/2019 9:29 AM
To: Tom Yeadon

3 attachments (528 KB)
Merritt Rd, East Lansing, MI - PA.docx; IMAGE.jpeg; IMAGE.gif;

Tom,

Below is the DPW site winning bidder's proposed PA. I haven't been through it yet but thought we should sit down sometime next week to review it. Let me know your availability.

Thanks,

Tim

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/7/2019 2:18 PM >>>

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Pleasure speaking with you a few moments ago. Attached, please find the PA I previously sent in PDF for you review and comments. Thanks!

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1615 S. Telegraph, Suite 100
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Phone: 248-669-3400
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To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Keri Knipple <kknipple@a-pluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
Subject: Re: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

I am available the following times for a call:
1/21/2020

- Tomorrow at 9 a.m. or 2 p.m.
- Friday at 11 a.m. or 1 p.m.

Let me know what works best.

Thanks,

Tim

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>>> Chris Mkoyan <chrismkoyan@gmail.com> 2/6/2019 1:28 PM >>>

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Chris Mkoyan
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Subject: You won! Pay now to receive Land Sale

You won with a $1,000,900.00 bid! Next, make your payment.

[Complete purchase]

Congratulations, Jeff!
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- You placed 4 bids and beat 2 bidders

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[Apple App Store] [Google Play]

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◆ 1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
Re: former DPW site auction

Tim Dempsey <tdempse@cityofeastlansing.com>
Mon 2/11/2019 9:15 AM

To: Mark Meadows <mmeadows@cityofeastlansing.com>
Cc: George Lahanas <glahan@cityofeastlansing.com>

1 attachments (519 KB)
Merrell Rd, East Lansing, MI - PA.docx

Attached
>>> Mark Meadows <mmeadows@cityofeastlansing.com> 2/8/2019 5:46 PM >>>
Please send me a copy of the proposed PA next week.

Thanks,

Mark Meadows
Sent from my Verizon 4G LTE Droid
On Feb 8, 2019 9:47 AM, Tim Dempsey <tdempse@cityofeastlansing.com> wrote:
I indicated we would have an earnest money deposit requirement in the PA. He was fine with that and is eager to
get it done so it's ready for approval at your 2/26 meeting.

>>> Mark Meadows <mmeadows@cityofeastlansing.com> 2/8/2019 9:41 AM >>>
Does he need to make a deposit to hold his bid?

Sent from my Galaxy Tab® A

-------- Original message --------
From: Tim Dempsey <tdempse@cityofeastlansing.com>
Date: 2/8/19 9:28 AM (GMT-05:00)
To: Aaron Stephens <astephens@cityofeastlansing.com>, Mark Meadows <mmeadows@cityofeastlansing.com>,
"Altmann, Erik" <erik.m.altmann@gmail.com>, "Draheim, Shanna" <shannadraheim@gmail.com>, "Beier, Ruth"
<rbieier@mea.org>
Cc: George Lahanas <glahan@cityofeastlansing.com>, Thomas Fehrenbach <tfahrenheit@cityofeastlansing.com>
Subject: former DPW site auction

>>> "Tim Dempsey" 02/08/2019 09:28 >>>

Council,

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Thank you,

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Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/11/2019 10:12 PM

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Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
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Phone: 248-669-3400
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From: Tim Dempsey
To: yatoomaj@a-pluspainting.com
CC: Mkoyan Chris; Cryo; Jeff Yatooma (Live)
Date: 2/19/2019 6:35 AM
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

We are actually sitting down tomorrow afternoon to discuss. I will send along comments asap after that.

Tim

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/15/2019 6:11 PM >>>
Tim,

Just circling back to see if we have any comments from the attorney regarding the Purchase Agreement. Thanks and have a great weekend.

Jeff Yatooma
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Cc: Mkoyan Chris <chrismkoyan@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
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Jeff - Attached. Tim

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Let me know what works best.

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Chris Mkoyan
(248)703-6335

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Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: You won! Pay now to receive Land Sale

You won with a $1,000,900.00 bid! Next, make your payment.

Congratulations, Jeff!
You won this auction. Please make a payment to dem-2786 to receive your item.

Land Sale

Your winning bid: $1,000,900.00

You placed 4 bids and beat 2 bidders
Shop anywhere with the eBay app

Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences in My eBay.

Email reference id: [#5c28ad55d85b4dbfb778aca02cf4b5b9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.

eBay sent this message to jeff yatooma (yatooma). Learn more about account protection. eBay is committed to your privacy. Learn more about our privacy notice and user agreement.

©1995-2019 eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125
Re: election history

Tim Dempsey <tdempse@cityofeastlansing.com>
Tue 2/19/2019 5:07 PM
To: Jennifer Shuster <jshuster@cityofeastlansing.com>

Great, thanks!

>>> Jennifer Shuster 2/19/2019 4:55 PM >>>
Tim,

Yes, we have that ballot language as follows:

CITY OF EAST LANSING PROPOSAL TO AUTHORIZE SALE OF CITY-OWNED PROPERTY

Shall the City Council be authorized to sell the 21.24-acre parcel of real property bounded by Haslett Road, Merritt Road, and Park Lake Road, containing the City's Department of Public Works garage facilities, related improvements, and adjacent lands?

Jennifer Shuster, CERA
City Clerk
City of East Lansing

410 Abbot Road
Room 100
East Lansing, MI 48823
(517) 319-6914
jshuster@cityofeastlansing.com

>>> Tim Dempsey 2/19/2019 4:44 PM >>>
Jennifer,

I'm looking for the ballot language for the sale of the old Public Works site. It was on the August 6, 2002 election. I'm hoping there's a file in your office?

Thanks,

Tim
Exhibit B

Tim Dempsey <tdempse@cityofeastlansing.com>
Wed 2/27/2019 4:40 PM
To: Tom Yeadon

1 attachments (14 KB)
Exhibit B.docx

Tom - See attached. Let me know if you think we need any changes. Thanks, Tim
Fwd: Re: election history

Tim Dempsey <tdempse@cityofeastlansing.com>
Tue 2/19/2019 5:07 PM
To: George Lahanas <glahana@cityofeastlansing.com>; Jill Feldpausch <jfeldpa@cityofeastlansing.com>; Scott House <shouse@cityofeastlansing.com>; Tom Yeadon
FYI - Looks like the ballot language did not have that restriction. I also checked the Council resolution and there's no use of proceeds wording there either.

>>> Jennifer Shuster 2/19/2019 4:55 PM >>>

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Wed 2/20/2019 4:02 PM
To: Tom Yeandon

2 attachments (10 KB)
IMAGE.jpeg; IMAGE.gif;

W/o attachment
>>> Tim Dempsey 2/8/2019 9:29 AM >>>
Tom,

Below is the DPW site winning bidder's proposed PA. I haven't been through it yet but thought we should sit down sometime next week to review it. Let me know your availability.

Thanks,
Tim

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/7/2019 2:18 PM >>>
Tim,

Pleasure speaking with you a few moments ago. Attached, please find the PA I previously sent in PDF for you review and comments. Thanks!

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Sent: Wednesday, February 6, 2019 3:51 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Keri Knipple <kknipple@a-pluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
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eBay is committed to your privacy. Learn more about our privacy notice
and user agreement

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Jeff,

Attached are the city's comments. Please review and we can schedule a time to discuss if needed.

You'll see a reference to Exhibit B. That is intended to be a reference to the current MDEQ files they have on record. We're in process of verifying what's included.

Tim

---

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/25/2019 12:20 PM >>>

Tim,

I wanted to circle back on any comments that your attorney had on the PA we submitted after your Wednesday meeting with him. Also, do you need anything else additional from me before your city council hearing tomorrow? If I’m able should I send a representative to the meeting for any reason? Let me know your thoughts. Thanks

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
"If you think hiring a professional is expensive, wait until you hire an amateur."

www.A-PlusPainting.com

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Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Tuesday, February 19, 2019 8:36 AM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Mikoyan Chris <chrismikoyan@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,
We are actually sitting down tomorrow afternoon to discuss. I will send along comments asap after that.

Tim

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/15/2019 6:11 PM >>>
Tim,
Just circling back to see if we have any comments from the attorney regarding the Purchase Agreement. Thanks and have a great weekend.

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
Phone: 248-669-3400
Fax: 248-313-0112

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Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Tuesday, February 12, 2019 10:34 AM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Mikoyan Chris <chrismikoyan@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Jeff - Attached. Tim

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/11/2019 10:12 PM >>>
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Would you mind sending over the environmental report for the Merritt Rd (Former DPW) for me to start reviewing while we are waiting on the PA to reviewed and approved. Thanks

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Please consider the environment before printing this email.

From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Sent: Thursday, February 7, 2019 2:18 PM
To: Tim Dempsey <tdempse@cityofeastlansing.com>
Cc: Mckoyan Chris <chrismkoyan@gmail.com>; Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Tim,

Pleasure speaking with you a few moments ago. Attached, please find the PA I previously sent in PDF for you review and comments. Thanks!

Jeff Yatooma
A Plus Painting
1615 S. Telegraph, Suite 100
Bloomfield Hills, MI 48302
Phone: 248-669-3400
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Please consider the environment before printing this email.
From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, February 6, 2019 3:51 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Keri Knipple <kknipple@a-pluspainting.com>; Mkoyan Chris <chrismkoyan@gmail.com>
Subject: Re: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Jeff,

I am available the following times for a call:
- Tomorrow at 9 a.m. or 2 p.m.
- Friday at 11 a.m. or 1 p.m.

Let me know what works best.

Thanks,

Tim

---

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>>> Chris Mkoyan <chrismkoyan@gmail.com> 2/6/2019 1:28 PM >>>

Tim,

Jeff Yatooma recently won the eBay auction for Merritt Rd (Former DPW), East Lansing, MI; PID 33-20-02-08-200-007 . Please see the attached purchase agreement, proof of funds, and confirmation from eBay. Please call Jeff directly at (248)212-8358 to discuss.

Best,

Chris Mkoyan  
(248)703-6335

---

From: eBay <ebay@ebay.com>
Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Subject: You won Pay now to receive Land Sale

---

You won with a $1,000,900.00 bid! Next, make your payment.

---

Congratulations, Jeff!
You won this auction. Please make a payment totem-2786 to receive your item.
Land Sale

Your winning bid: $1,000,900.00

You placed 4 bids and beat 2 bidders.

Shop anywhere with the eBay app

Update your email preferences
You are receiving this email based on your eBay account preferences. To change which emails you receive from eBay, go to Communication Preferences in My eBay.

Email reference id: [#5c28ad55d95b4dbfb778aca02cf4b5b9#]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help & Contact.

eBay sent this message to jeff yatooma (yatoomaj). Learn more about account protection. eBay is committed to your privacy. Learn more about our privacy notice and user agreement.

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From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
To: Tim Dempsey <tdempse@cityofeastlansing.com>
CC: Bahoura Mike <mikebahoura@gmail.com>, "Jeff Yatooma (Live Cryo)" <yatoomaj@LiveCryo.com>
Date: 2/27/2019 5:00 PM
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF
Attachments: Merrit Rd. East Lansing, MI.pdf

Tim,

Please see attached the executed purchase agreement for Merrit Rd (Former DPW), East Lansing, MI. As discussed we accepted all of your attorneys changes with the exception of paragraph 4 which we changed from 20 days to 45 days. Also, as discussed we plan on attending Tuesday's meeting at 7pm. Thanks

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

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P Please consider the environment before printing this e-mail

From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Sent: Wednesday, February 27, 2019 1:47 PM
To: Tim Dempsey <tdempse@cityofeastlansing.com>
Cc: Mkoyan Chris <chrismkoyan@gmail.com>; Bahoura Mike <mikebahoura@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Tim,

4pm works. I'll call you then.

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

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P Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, February 27, 2019 1:09 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Mkoyan Chris <chrismkoyan@gmail.com>; Bahoura Mike <mikebahoura@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

4 p.m. this afternoon work for you? If not, tomorrow at 10 a.m. also works.
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Jeff Yatooma <yatoomaj@a-pluspainting.com> 2/27/2019 12:51 PM

Tim,

Can we set up a call for later today or tomorrow to discuss? What time is next Tuesday's meeting, 3/5 for Council approval?

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48378
Phone: 248-669-3400
Fax: 248-313-0112

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From: Tim Dempsey <dempse@cityofeastlansing.com>
Sent: Monday, February 25, 2019 1:47 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Mirony Chris <chrismkoyan@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
Subject: RE: Merrill Rd ( Former DPW), East Lansing, MI - PA + POF

Jeff,

Got your voicemail as well. We did meet and discuss and our attorney is working on a few revisions. I hope to have the edits in hand in the next day or two.

We are now targeting next Tuesday's meeting, 3/5 for Council approval. I would pencil in that date in someone's calendar as it's good to have a presence in case questions arise at the meeting.

Tim

---

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Tim,

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To: Jeff Yatooma <yatoomaj@a-pluspainting.com>  
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Sent: Thursday, February 7, 2019 2:18 PM  
To: Tim Dempsey <dempsey@cityofeastlansing.com><mailto:dempsey@cityofeastlansing.com>>  
Cc: Mkoyan Chris <chrismkoyan@gmail.com><mailto:chrismkoyan@gmail.com>>; Jeff Yatooma <yatoomaj@a-pluspainting.com><mailto:yatoomaj@a-pluspainting.com>>  
Subject: RE: Merritt Rd (Former DPW), East Lansing, MI - PA + POF

Tim,

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Sent: Wednesday, February 6, 2019 3:51 PM  
To: Jeff Yatooma <yatoomaj@a-pluspainting.com><mailto:yatoomaj@a-pluspainting.com>>  
Cc: Keri Knipple <kknipple@a-pluspainting.com><mailto:kknipple@a-pluspainting.com>>; Mkoyan Chris <chrismkoyan@gmail.com><mailto:chrismkoyan@gmail.com>>  
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>>> Chris Mkoyan <chrismkoyan@gmail.com><mailto:chrismkoyan@gmail.com> 2/6/2019 1:28 PM >>>

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Best,

Chris Mkoyan
(248)703-6335

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Sent: Wednesday, February 6, 2019 12:21 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com><mailto:yatoomaj@a-pluspainting.com>
Subject: You won! Pay now to receive Land Sale

Seller is waiting for your payment before they can ship. You won with a $1,000,900.00 bid! Next, make your payment.

[eBay] <https://rover.ebay.com/rover/0/e11003.m5214.13127/7?eid=5c28ad55d5b4dbfb778aca02c4f4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FUlk%2Fstart%2Fshop&sojTags=bu=bu>

You won with a $1,000,900.00 bid! Next, make your payment.

Complete purchase
[<https://rover.ebay.com/rover/0/e11003.m44.19734/7?eid=5c28ad55d5b4dbfb778aca02c4f4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2Fu%2Fitem%3D192210071000%26transactionid%3D0%26quantity%3D1%26rnid%3D1%26ediAddress%3D0%26n ewpurchasesok%3D0%26refererpage%3D6&sojTags=bu=bu>]

Congratulations, Jeff!

You won this auction. Please make a payment to dem-2786[<https://rover.ebay.com/rover/0/e11003.m5216.19747/7?eid=5c28ad55d5b4dbfb778aca02c4f4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FUlk%2Fstart%2Fitem%3D192210071000&sojTags=bu=bu>] to receive your item.

Land Sale
[<https://rover.ebay.com/rover/0/e11003.m43.12649/7?eid=5c28ad55d5b4dbfb778aca02c4f4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FUlk%2Fitem%3D392210071000&sojTags=bu=bu>]

[Land Sale][<https://rover.ebay.com/rover/0/e11003.m43.12648/7?eid=5c28ad55d5b4dbfb778aca02c4f4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FUlk%2Fitem%3D392210071000&sojTags=bu=bu>]

Land Sale
[<https://rover.ebay.com/rover/0/e11003.m43.12648/7?eid=5c28ad55d5b4dbfb778aca02c4f4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FUlk%2Fitem%3D392210071000&sojTags=bu=bu>]

Your winning bid: $1,000,900.00
You placed 4 bids and beat 2 bidders

Complete purchase

Shop anywhere with the eBay app

[Download the eBay app from the App Store for iOS devices](https://rover.ebay.com/rover/0/e11003.m4699.13872/?eid=5c28ad55d85b4dbf0778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FMobile%2Fiphone%2Febay%2F&sojTags=bu=bu)

[Get the eBay app for Android](https://rover.ebay.com/rover/0/e11003.m4699.13871/?eid=5c28ad55d85b4dbf0778aca02cf4b5b9&bu=43095384735&loc=https%3A%2F%2Fwww.ebay.com%2FMobile%2Fanroid%2Febay%2F&sojTags=bu=bu)

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Email reference id: [5c28ad55d85b4dbf0778aca02cf4b5b9]
We don't check this mailbox, so please don't reply to this message. If you have a question, go to Help &
From: Tim Dempsey
To: Bahoura Mike; yatoomaj@a-pluspainting.com
Date: 2/28/2019 11:44 AM
Subject: Re: East Lansing MM Ordinance
Attachments: Marritt Rd Purchase Agreement.pdf; survey.pdf; Figure 3 - boring locations.pdf; prelim cost estimates.pdf; SME borings results.pdf; Table 1 Soil Analytical Results RES.pdf; Table 2 Groundwater NONRES or RES.pdf

Mike and Jeff,

That is correct, in order to submit a site plan/SUP for a Provisioning Center, you do not need the pre-qualification approval from the State of Michigan. You simply have to provide evidence that your application has been submitted to the State for review.

In addition, there is nothing in our ordinance prohibiting sale/transfer of the business from one owner to another as long as the business operating the facility is properly licensed through the State and meets all the applicable medical marihuana laws, regulations, etc.

I have attached the following documents:

1. Revised PA with your requested 45-day change for site plan/SUP submission, updated signature page, full legal description (prior had Assessor's abbreviation only), and Exhibit B. (Jeff - no need to sign yet, once Council approves, we can gather all signatures.)
2. Survey. Note that the acreage you are purchasing is Parcel D on this survey.
3. Environmental records we have on file.
4. Zoning requirements can be found at the link below, this site is in the B-2 district. https://library.municode.com/mi/east_lansing/codes/code_of_ordinances?nodeId=PT1COOR_CH502O

Let me know if you have any questions.

Thanks,

Tim


>>> Mike Bahoura <mikebahoura@gmail.com> 2/27/2019 10:02 PM >>>
Hi Tim,

It was a pleasure speaking with you earlier. Per our conversation, please confirm that the City will not be requiring a "Pre-Qualification" from the State to apply for a Provisioning Center in East Lansing. Also, could you please send any relevant documents that you may have on that property that may help expedite the process of obtaining all the engineering and architectural requirements, ie. Surveys, Topo's, Environmental's, etc.

Thank you!

--
Mike M. Bahoura
631 E. Big Beaver Rd.
Suite 211
Troy, MI 48083
248-362-1586 phone
248-666-0812 fax
mikebahoura@gmail.com
From: Jeff Yatooma <yatoomaj@apluspainting.com>
To: Tim Dempsey <tdempse@cityofeastlansing.com>
CC: Bahoura Mike <mikebahoura@gmail.com>
Date: 3/6/2019 11:18 AM
Subject: RE: East Lansing MM Ordinance
Attachments: Merritt Road Purchase Agreement.pdf

Tim,

It was a pleasure to meet you in person last night at yesterday's city council meeting. I learned more yesterday about "electric skateboards" than I ever thought possible. Attached, please find the executed PA you emailed me last week. Let me know when I can expect it to be countersigned so I can start the necessary due diligence and site plan/SUP submission process. Thanks.

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

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P. Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Thursday, February 28, 2019 11:45 AM
To: Jeff Yatooma <yatoomaj@apluspainting.com>; Bahoura Mike <mikebahoura@gmail.com>
Subject: Re: East Lansing MM Ordinance

Mike and Jeff,

That is correct, in order to submit a site plan/SUP for a Provisioning Center, you do not need the pre-qualification approval from the State of Michigan. You simply have to provide evidence that your application has been submitted to the State for review.

In addition, there is nothing in our ordinance prohibiting sale/transfer of the business from one owner to another as long as the business operating the facility is properly licensed through the State and meets all the applicable medical marijuana laws, regulations, etc.

I have attached the following documents:

1. Revised PA with your requested 45-day change for site plan/SUP submission, updated signature page, full legal description (prior had Assessor's abbreviation only), and Exhibit B. (Jeff - no need to sign yet, once Council approves, we can gather all signatures.)
2. Survey. Note that the acreage you are purchasing is Parcel D on this survey.
3. Environmental records we have on file.
4. Zoning requirements can be found at the link below, this site is in the B-2 district.
   https://library.municode.com/mi/east_lansing/codes/code_of_ordinances?modeId=PTIC00R_CH50ZO

Let me know if you have any questions.

Thanks,

Tim

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>>> Mike Bahoura <mikebahoura@gmail.com> 2/27/2019 10:02 PM >>>

Hi Tim,
It was a pleasure speaking with you earlier. Per our conversation, please confirm that the City will not be requiring a “Pre-Qualification” from the State to apply for a Provisioning Center in East Lansing. Also, could you please send any relevant documents that you may have on that property that may help expedite the process of obtaining all the engineering and architectural requirements, i.e. Surveys, Topo’s, Environmental’s, etc.

Thank you!

Mike M. Bahoura
631 E. Big Beaver Rd.
Suite 211
Troy, MI 48083
248-392-1586 phone
248-686-0812 fax
mikebahoura@gmail.com

[https://mailшеogae.appspot.com/t?sender=abWrZWJhaG91cmF1AZ21haWwuY29t&type=zerocontent&guid=32b64ef6-a4b7-467e-9d25-cd1afe76b0d]
Fwd: RE: East Lansing MM Ordinance

Tim Dempsey <tdempse@cityofeastlansing.com>
Thu 3/7/2019 10:02 AM
To: Emily Gordon <egordon@cityofeastlansing.com>

1 attachments (540 bytes)
Merritt Road Purchase Agreement.pdf.txt;

Emily,

Please see attached for Mayor's signature. I only need the signature page signed by Mark back.

Thanks,

Tim

>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 3/6/2019 11:17 AM >>
From: Tim Dempsey
to: yatoomaj@a-pluspainting.com
Date: 3/7/2019 10:03 AM
Subject: RE: East Lansing MM Ordinance

Jeff,

I was surprised you guys stuck it out for the duration.

I'm getting it circulated and should have it to you no later than tomorrow.

Tim

>>> Jeff Yatoomaj <yatoomaj@a-pluspainting.com> 3/6/2019 11:17 AM >>>
Tim,

It was pleasure to meet you in person last night at yesterday's city council meeting. I learned more yesterday about "electric skateboards" then I ever thought possible. Attached, please find the executed PA you emailed me last week. Let me know when I can expect it to be countersigned so I can start the necessary due diligence and site plan/SUP submission process. Thanks.

Jeff Yatoomaj
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48378
Phone: 248-669-3400
Fax: 248-313-0112

"If you think hiring a professional is expensive, wait until you hire an amateur."

www.A-PlusPainting.com

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Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Thursday, February 28, 2019 11:45 AM
To: Jeff Yatoomaj <yatoomaj@a-pluspainting.com>; Bahoura Mike <mikebahoura@gmail.com>
Subject: Re: East Lansing MM Ordinance

Mike and Jeff,

That is correct, in order to submit a site plan/SUP for a Provisioning Center, you do not need the pre-qualification approval from the State of Michigan. You simply have to provide evidence that your application has been submitted to the State for review.

In addition, there is nothing in our ordinance prohibiting sale/transfer of the business from one owner to another as long as the business operating the facility is properly licensed through the State and meets all the applicable medical marijuana laws, regulations, etc.

I have attached the following documents:

1. Revised PA with your requested 45-day change for site plan/SUP submission, updated signature page, full legal description (prior had Assessor's abbreviation only), and Exhibit B. (Jeff - no need to sign yet, once Council approves, we can gather all signatures.)
2. Survey. Note that the acreage you are purchasing is Parcel D on this survey.
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https://library.municode.com/mi/east_lansing/codes/code_of_ordinances?nodeId=PTIICOOR_CH5020
Let me know if you have any questions.

Thanks,

Tim

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Mike M. Bahoura
631 E. Big Beaver Rd.
Suite 211
Troy, MI 48083
248-392-1586 phone
248-666-0812 fax
mikebahoura@gmail.com
Let me check with Council's secretary on where it stands.

>>> Jeff Yatoona <yatoona@a-pluspainting.com> 3/8/2019 3:29 PM >>>

Tim,

I haven't seen anything as of yet. Should I still expect this later today?

Jeff Yatoona
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

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To: Jeff Yatooma <yatoomaj@a-pluspainting.com>; Bahoura Mike <mikebahoura@gmail.com>
Subject: Re: East Lansing MM Ordinance

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Let me know if you have any questions.

Thanks,

Tim

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--
Mike M. Bahoura
631 E. Big Beaver Rd.
Suite 211
Troy, MI 48083
248-362-1586 phone
248-686-0812 fax
mikebahoura@gmail.com
From: Tim Dempsey
to: yatoomaj@a-pluspainting.com
Date: 3/8/2019 4:23 PM
Subject: RE: East Lansing MM Ordinance

Looks like it will be Monday.

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 3/6/2019 11:17 AM >>>

Tim,

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Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 483782
Phone: 248-669-3400
Fax: 248-313-0112

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Subject: Re: East Lansing MM Ordinance

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Let me know if you have any questions.

Thanks,

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Thank you!

--
Mike M. Bahoura
631 E. Big Beaver Rd.
Suite 211
Troy, MI 48083
248-392-1586 phone
248-686-0812 fax
mikebahoura@gmail.com
Fwd: Merritt Road story - on deadline

Tim Dempsey <tdempse@cityofeastlansing.com>
Thu 3/14/2019 5:16 PM
To: George Lahanas <glahana@cityofeastlansing.com>

>>> Alice Dreger <alicedreger@gmail.com> 3/14/2019 3:46 PM >>>
Tim,

Just got back the FOIA on the "approximately 12 interested parties" notified about the auction of the DPW property.

How did you decide this would be the list. What was the "price of admission," so to speak?

Why didn't you inform other people who had expressed interest in the land (the College Hunks franchisers) or those who might logically have been interested, like those who had applications in for provisioning centers, Jeff Hank, etc.?

Why didn't you broadly advertise the sale?

If you can't answer by late tonight, we can publish your responses in a follow-up.

Thanks.

Alice
Fwd: Re: Interview regarding Park Lake & Merritt

Tim Dempsey <tdempse@cityofeastlansing.com>
Tue 3/12/2019 11:27 AM
To: peter.hulett@statenews.com <peter.hulett@statenews.com>

1 attachments (22 KB)
I AGE.ico;

Peter,

I can fill you in on these topics, please feel free to call me anytime before 1 p.m. or at 4:30 today. The direct number below is best. If for some reason I am not at my desk, leave a message and I will call back asap.

Tim

Tim Dempsey
Deputy City Manager
Director, Department of Planning,
Building and Development
City of East Lansing
(517) 319-6864
tdempse@cityofeastlansing.com
www.cityofeastlansing.com

>>> Nicole Bartell 3/12/2019 11:19 AM >>>
Hi Tim,

George has asked if you can provide responses to Peter over the phone or in writing.

Thank you,
Nicole

>>> Peter Hulett <peter.hulett@statenews.com> 3/11/2019 4:15 PM >>>
Sure.

I'd like to know if the city put the site up for auction with the intention of it being bought by medical marijuana companies or perhaps if it preferred some other business would have purchased it. To a greater extent, I'd like to know how much the city plans to expand on medical marijuana provisioning, and what factors go into that decision. Also, what kind of reactions has the city received to these plans?

For the Historic District expansion, I'd like to know how close to a decision the city is. I'd like to know who the city has talked to regarding this proposition... residents, planners etc... I'd also like to know the factors in this decision, what the city sees as pros and cons.

My deadlines are Wednesday for the Park Lake & Merritt story and Thursday for the Historic District. I'd love to be able to meet with some people to get some quotes.

-Peter Hulett

On Mon, Mar 11, 2019 at 3:57 PM Nicole Bartell <nbartel@cityofeastlansing.com> wrote:
https://outlook.office365.com/mail/ttdempse@cityofeastlansing.com/search/id/AAQkAGM2YWJhNmlwLBTbYztNDN1OG11ZDNjLTBkNTlkm2UwMWRI...
Hi Peter,

Could you please send specific questions on both topics? I will distribute as needed, and have George or others get back to you. Do you have a deadline for either of those stories?

Thank you,

Nicole Bartell
Assistant to the City Manager
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
517-319-6920
nbartel@cityofeastlansing.com

---

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>>> Peter Hulett <peter.hulett@statenews.com> 3/11/2019 3:52 PM >>>

Also, if this is possible, could I would also like to speak with either of you regarding the possible expansion of the Historic District?

If neither of you are available for comment, could you recommend somebody else I could contact?

Thanks again,

Peter Hulett

On Mon, Mar 11, 2019 at 3:47 PM Peter Hulett <peter.hulett@statenews.com> wrote:

Hello,

My name is Peter Hulett and I'm a reporter for The State News. I was wondering if I could speak to either you or George regarding the recent purchase of land at the former DPW location tomorrow.

I can meet you in person or call in.

I can be reached by phone at 616-902-8642 or by email at peter.hulett@statenews.com

Thanks,

Peter Hulett
RE: East Lansing MM Ordinance

Tim Dempsey <tdempse@cityofeastlansing.com>

Thu 3/28/2019 2:49 PM
To: yatoomaj@a-pluspainting.com <yatoomaj@a-pluspainting.com>
Cc: Bahoura Mike <mikebahoura@gmail.com>; Bohne Christopher <cbohne@cpbsales.com>; Cryo)Jeff Yatooma(Live <yatoomaj@LiveCryo.com>; Thomas Fehrenbach <tfehren@cityofeastlansing.com>

3 attachments (46 KB)
Escrow Agreement SIGNED.pdf; IMAGE.jpg; IMAGE.gif;

Thanks Jeff, we're good with that. Attached is the signed escrow agreement.

>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 3/27/2019 3:06 PM >>>

Tim,

The cost of the title policy is $2,001.

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

"If you think hiring a professional is expensive, wait until you hire an amateur."

www.A-PlusPainting.com

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Please consider the environment before printing this e-mail

From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Sent: Wednesday, March 27, 2019 12:32 PM
To: Tim Dempsey <tdempse@cityofeastlansing.com>
Cc: Thomas Fehrenbach <tfehren@cityofeastlansing.com>; Bahoura Mike <mikebahoura@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>; Christopher Bohne <cbohne@cpbsales.com>
Subject: RE: East Lansing MM Ordinance

Tim,

Yeah, you guys had a full house last night to include the President of MSU. It was very entertaining. Attached, is a executed escrow agreement with your proposed revisions. I am waiting to hear back on the cost of the title policy. I look forward to receiving your feedback on the conceptual plans Thanks

Jeff Yatooma
A Plus Painting
"If you think hiring a professional is expensive, wait until you hire an amateur."

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From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, March 27, 2019 9:28 AM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Cc: Thomas Fehrenbach <tfahren@cityofeastlansing.com>; Mkoyan Chris <chrismkoyan@gmail.com>; Bahoura Mike <mikebahoura@gmail.com>; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>
Subject: RE: East Lansing MM Ordinance

Jeff,

Sorry we didn’t catch up last night, it was quite the meeting.

Regarding the escrow agent and agreement, couple items:

1. The PA calls for a mutual agreement on escrow agents. We’re probably good with using Madison but we’d like to know the cost of the title policy.
2. We have some concerns on the escrow agreement - namely the two areas I highlighted. We need escrowed surrendered at mutual agreement and we need to ditch the indemnification language for both of us. I’ve attached an acceptable escrow agreement to see how we addressed the above issues.

Also, thanks for the conceptual plans, we will circulate and get some feedback to you.

Thanks,

Tim

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 3/19/2019 12:51 PM >>>
Tim,

Please see attached escrow and title search agreements for the Merritt Rd property. Please have them signed and retuned ASAP so I can fund escrow and pull title. Thanks
Jeff Yatooma  
A Plus Painting  
2207 Orchard Lake Rd.  
Sylvan Lake, MI 48320  
Phone: 248-669-3400  
Fax: 248-313-0112

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Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>  
Sent: Wednesday, March 13, 2019 11:20 AM  
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>  
Cc: mikebahoura@gmail.com; Jeff Yatooma (Live Cryo) <yatoomaj@LiveCryo.com>  
Subject: Re: East Lansing MM Ordinance

Gentleman,

The fully executed PA is attached, effective date 3/12 with the Mayor’s signature.

Thanks for your patience.

Tim

---

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>>> Jeff Yatooma <yatoomaj@a-pluspainting.com> 3/11/2019 8:46 PM >>>
Tim,

Any news here?

Sent from my iPhone

On Mar 8, 2019, at 1:28 PM, Jeff Yatooma <yatoomaj@a-pluspainting.com> wrote:

    Ok, Monday it is then. Have a great weekend.

    Sent from my iPhone

On Mar 8, 2019, at 4:24 PM, Tim Dempsey <tdempse@cityofeastlansing.com> wrote:

    Looks like it will be Monday.
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>>> Mike Bahoura <mikebahoura@gmail.com> 2/27/2019 10:02 PM >>>
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--
Mike M. Bahoura
631 E. Big Beaver Rd.
Suite 211
Troy, MI 48083
248-392-1586 phone
248-686-0812 fax
mikebahoura@gmail.com
Tom,

I had a phone conversation with Mr. Reinbolt today and he wants to verify that the zip drive you sent him contained all the environmental we had on the property. Can you confirm.

Tom

From: Steven D. Reinbolt [sdreinbolt@eastmansmith.com]
Sent: Wednesday, April 03, 2019 3:16 PM
To: Tom Yeadon
Cc: Jeff Yatsous, ‘Mike Abdulnour’
Subject: Merritt Road Contract Periods [ES-LEGAL.FID2535963]

Tom,

Good to speak with you today.

We agree the period to submit the Special Use Permit/Site Plan application to the City is measured from the date the Deposit was due (March 19, 2019) and ends 45 days later on May 3, 2019.

Our client received several documents from the City but did not receive the City’s Environmental Site Assessment report for the property. Please advise if the City has a Phase I or Phase II Environmental Site Assessment for this property and if it will provide us a copy.

The Inspection Period is 60 days measured from the date the City delivers the Survey (received) and the Environmental Site Assessment report. We recognize the Inspection Period could end before the Special Use Permit approval, but would prefer to determine the Inspection Period date nonetheless. If the City does not have an Environmental Site Assessment then we will use March 12 as the starting date and May 13, 2019 the end date of the Inspection Period.

We also enclose the Title Commitment for the property.

We look forward to working with you on this transaction.

Regards,

Steven D. Reinbolt
Eastman & Smith Ltd.
Attorney at Law
One SeaGate 24th Floor
Toledo, Ohio 43604
419.247.1769 / Fax 419.247.1777
sdreinbolt@eastmansmith.com
www.eastmansmith.com
From: David Haywood
To: Tim Dempsey; Larry Sparkes; Donald Carter; Thomas Fehrenbach; David Lee; Jennifer Shuster; Wendy Longpre; Nicole McPherson; Weaver, Scott
Date: 4/16/2019 5:02 PM
Subject: Merritt Road - Request for Comments
Attachments: Merritt Road.pdf; Application and Narrative.pdf; Plans.pdf; Traffic Evaluation.pdf

Hello all,

Please see the attached request for comments on a site plan and special use permit application for a hotel, medical marihuana provisioning center, and retail strip center on the former DPW site at the corner of Merritt Road and Park Lake Road.

David Haywood, AICP
Planning & Zoning Administrator
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
office: (517) 319-6861
Building has no comments at this time.

Hello all,

Please see the attached request for comments on a site plan and special use permit application for a hotel, medical marihuana provisioning center, and retail strip center on the former DPW site at the corner of Merritt Road and Park Lake Road.

David Haywood, AICP
Planning & Zoning Administrator
City of East Lansing
410 Abbot Road
East Lansing, MI 48823
office: (517) 319-6881
Re: Fwd: Online Form Submittal: Contact Us! (Out of the office)

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 5/24/2019 9:02 AM
To: Nicole Bartell <nbartel@cityofeastlansing.com>

I will be out of the office on Friday, May 24. Please note that City Hall is closed Monday, May 27 for Memorial Day.

If you need immediate assistance, please call 517-319-6930 or contact another staff member directly: https://www.cityofeastlansing.com/Directory.aspx?DID=19

Otherwise, I will reply to your message when I return.

Thank you,

Tim Dempsey

>>> Nicole Bartell 05/24/19 09:02 >>>

Do we typically respond? Do these messages get forwarded to Council?

Nicole
>>> Mikell Frey 5/24/2019 8:05 AM >>>
FYI...this web comment form was submitted yesterday. Should we respond?
>>> <noreply@civicplus.com> 5/23/2019 5:07 PM >>>

Contact Us!

<table>
<thead>
<tr>
<th>First Name</th>
<th>Adeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Metzler</td>
</tr>
<tr>
<td>Address</td>
<td>1618 Walnut Hghts Dr</td>
</tr>
<tr>
<td>Phone #</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Ametzler70@gmail.com">Ametzler70@gmail.com</a></td>
</tr>
<tr>
<td>Comments</td>
<td>We dont think a hotel in the land space on Merritt Road that you sold on-line without notifying the public is appropriate. This is a residential area primarily. There are many apt buildings along Haslett Road and Walnut Heights is nearby. A hotel by a marijuana provisioning center nearby to residential neighborhoods is very bad idea. Its very troubling that you have little regard for homeowners and other residents of the area.</td>
</tr>
</tbody>
</table>

Email not displaying correctly? View it in your browser.
Fwd: Request for Copies of Baseline Environmental Assessments - City of East Lansing [ES-LEGAL.FID2264756]

Tim Dempsey <tdempse@cityofeastlansing.com>
Thu 6/6/2019 8:00 AM
To: Yeadon Tom <tomyeadon@mcgintylaw.com>
I confirmed they are representing the purchaser.

Begin forwarded message:

From: Jeff Yatooma <yatoomaj@a-pluspainting.com>
Date: June 5, 2019 at 5:08:54 PM EDT
To: Tim Dempsey <tdempse@cityofeastlansing.com>
Cc: "mikebahoura@gmail.com" <mikebahoura@gmail.com>, 'Mike Abdulnoor' <Mike.abdulnoor@mwhsgroup.com>, "Jeff Yatooma (CPB Sales)" <Yatoomaj@cpbsales.com>
Subject: RE: Request for Copies of Baseline Environmental Assessments - City of East Lansing [ES-LEGAL.FID2264756]

Yes, they are. Thank you

Jeff Yatooma
A Plus Painting
2207 Orchard Lake Rd.
Sylvan Lake, MI 48320
Phone: 248-669-3400
Fax: 248-313-0112

“If you think hiring a professional is expensive,
wait until you hire an amateur.”

www.A-PlusPainting.com

Information contained within this transmission is privileged, confidential and intended only for the use of the individual or entity above named. If the recipient or reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify A Plus Painting immediately by telephone as above listed and then destroy all copies of the transmission herein. Thank you.

Please consider the environment before printing this e-mail

From: Tim Dempsey <tdempse@cityofeastlansing.com>
Sent: Wednesday, June 5, 2019 5:00 PM
To: Jeff Yatooma <yatoomaj@a-pluspainting.com>; mikebahoura@gmail.com
Subject: FW: Request for Copies of Baseline Environmental Assessments - City of East Lansing [ES-LEGAL:FID2264756]

Mike or Jeff,

Can you please verify the firm below is representing you on this issue?

Thanks,

Tim

From: Tom Yeadon <tomyeadon@mcgintylaw.com>
Sent: Wednesday, June 5, 2019 3:39 PM
To: Tim Dempsey <tdempsey@cityofeastlansing.com>; Thomas Fehrenbach <tfehlen@cityofeastlansing.com>
Subject: FW: Request for Copies of Baseline Environmental Assessments - City of East Lansing [ES-LEGAL:FID2264756]

From: Mitchell L. Guc [mailto:mlguc@eastmansmith.com]
Sent: Wednesday, June 05, 2019 3:00 PM
To: Tom Yeadon
Cc: Steven D. Reinbolt; Joseph A. Gregg
Subject: Request for Copies of Baseline Environmental Assessments - City of East Lansing [ES-LEGAL:FID2264756]

Hello, Mr. Yeadon,

Greetings. My name is Mitch Guc, and I am an attorney with the law firm of Eastman & Smith in Toledo, Ohio. I’m following up on the message I left for you this morning. Our Firm represents the purchasers of the parcel labeled “Parcel D” on the attached survey, located at the corner of Merritt Road and Park Lake Road in the City of East Lansing. It has come to our attention that there may be some completed Baseline Environmental Assessments (BEAs) associated with this property, and to that end, I’m reaching out to you to request electronic copies of any BEAs you have on file in your capacity as City Attorney.

Our research indicates that at least two (2) BEAs were completed and submitted to the State of Michigan for an address listed as “2000 Merritt Lake Road.” Given the fact that Parcel D and its neighboring parcels to the southwest were at some point combined in some fashion during their use as DPW property, we are interested in receiving copies of those BEAs in addition to any you may have for Parcel D alone.

Please advise if you have copies of these documents. If so, we would greatly appreciate receiving electronic copies.

Feel free to reach out to me with questions at the contact information listed below.

Thank you,

Mitch Guc

EASTMAN & SMITH LTD.
ATTORNEYS AT LAW
Celebrating 175 Years

https://outlook.office365.com/mail/tdempsey@cityofeastlansing.com/deeplink?version=2020011305.09&popoutv2=1
Mitchell L. Guc
Attorney at Law
One Seagate, 24th Floor
P.O. Box 10032
Toledo, Ohio 43699-0032
419.247.1656 / Fax 419.247.1777
mlguc@eastmansmith.com
www.eastmansmith.com

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If you send e-mail to Eastman & Smith, LTD in connection with a matter for which we do not already represent you, your communication may not be treated as privileged, confidential or otherwise protected because you are not a client. If you communicate with us by e-mail in connection with a matter for which we already represent you, please remember that Internet e-mail may not be secure.
East Lansing property sale

Tim Dempsey <tdempse@cityofeastlansing.com>
Wed 7/3/2019 1:36 PM
To: Anna.Rosenthal@madisonsettlements.com <Anna.Rosenthal@madisonsettlements.com>

1 attachments (440 KB)
Merritt Rd Purchase Agreement FINAL SIGNED.pdf;

Hi Anna,

As you may know, Madison is serving as the escrow agent, title company, and closing agent for the sale of the attached property from the City of East Lansing to Kodiarc Landarc LLC (PA attached). We are now at the stage where we need to have a title commitment issued in anticipation of an ALTA title insurance policy to be issued at closing.

This email is the City's official request to issue the commitment.

Please let me know if you need any additional information, the attached PA has the legal definition and tax parcel ID.

Thank you,

Tim

Timothy H. Dempsey
Deputy City Manager
Director of Planning, Building, and Development
City of East Lansing
(517) 319-6864
tdempsey@cityofeastlansing.com
RE: East Lansing property sale

Tim Dempsey <tdempse@cityofeastlansing.com>
Fri 7/26/2019 5:58 PM
To: Anna Rosenthal <Anna.Rosenthal@madisonsettlements.com>
Cc: Thomas Fehrenbach <tfehren@cityofeastlansing.com>
Anna,

I am leaving my position here at the City of East Lansing next week. When you have the title policy ready, you can send to Tom Fehrenbach, he’s copied on this email.

Thank you,

Tim

From: Tim Dempsey
Sent: Wednesday, July 3, 2019 1:40 PM
To: Anna Rosenthal <Anna.Rosenthal@madisonsettlements.com>
Subject: RE: East Lansing property sale

Thank you, have a great 4th!

From: Anna Rosenthal <Anna.Rosenthal@madisonsettlements.com>
Sent: Wednesday, July 3, 2019 1:36 PM
To: Tim Dempsey <tdempse@cityofeastlansing.com>
Subject: RE: East Lansing property sale

Thank you!
I have received your request and am submitting this for examining.
Thanks!
Anna

Anna Rosenthal
Processor
Madison Settlement Services
1740 W. Big Beaver Road, Suite 202
Troy, MI 48084
(248) 841-8380 office
(877) 632-8296, e-fax
Anna.Rosenthal@madisonsettlements.com
Because Performance Matters.

From: Tim Dempsey [mailto:tdempse@cityofeastlansing.com]
Sent: Wednesday, July 3, 2019 1:37 PM
To: Anna Rosenthal <Anna.Rosenthal@madisonsettlements.com>
Subject: East Lansing property sale

Hi Anna,

As you may know, Madison is serving as the escrow agent, title company, and closing agent for the sale of the attached property from the City of East Lansing to Kodiac Landarc LLC (PA attached). We are now at the stage where we need to have a title commitment issued in anticipation of an ALTA title insurance policy to be issued at closing.

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Thank you,

Tim

Timothy H. Dempsey
Deputy City Manager
Director of Planning, Building, and Development
City of East Lansing
(517) 319-6864
tdempse@cityofeastlansing.com

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Tom,

Can you answer this? I don't think the closing is a secret. Seems like we approved George signing the closing documents a couple of weeks ago.

Mark

-----Original Message-----
From: Alice Dreger <publisher@eastlansinginfo.org>
Sent: Wednesday, October 2, 2019 4:01 PM
To: City Council <council@cityofeastlansing.com>; George Lahanas <glahana@cityofeastlansing.com>; Mikell Frey <mfrey@cityofeastlansing.com>; tomyeadon@mcgintylaw.com
Subject: closing on Merritt Road?

Trying one more time to find out:

Has the City now closed on the sale of the Merritt Road property? If so, what was the closing date?

Thanks.

Alice

Alice Dreger / Publisher
East Lansing Info
eastlansinginfo.org
We bring East Lansing the news.
Yes, it closed. We will respond today.

Thanks,
Tom

> On Oct 2, 2019, at 10:55 PM, Mark Meadows <mmeadows@cityofeastlansing.com> wrote:
Hi Alice,

Yes, the City is now closed on that property. The closing date was Sept. 18.

Thanks,
Mikell

Mikell Frey
Communications Coordinator
City of East Lansing
mfrey@cityofeastlansing.com
(517) 319-6873

-----Original Message-----
From: Alice Dreger <publisher@eastlansinginfo.org>
Sent: Wednesday, October 2, 2019 4:01 PM
To: City Council <council@cityofeastlansing.com>; George Lahanas <glahana@cityofeastlansing.com>; Mikell Frey <mfrey@cityofeastlansing.com>; tomyeadon@mcgintylaw.com
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Alice Dreger / Publisher
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