

# ***REQUEST FOR PROPOSALS***

Sale of Vacant Land South of the Former C.W. Otto Middle School Building  
City of Lansing  
Ingham County, Michigan

Lansing School District  
519 West Kalamazoo Street  
Lansing, Michigan 48933

Kattie White  
Director of Operations/Purchasing Supervisor  
(517) 755-3014

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**I. GENERAL INFORMATION**

**A. Introduction – Description of Proposal Process**

Thank you for your interest in the vacant land owned by Lansing School District (the "District"). The property consists of 9.05 acres and is located on Douglas Avenue in the City of Lansing, Ingham County, Michigan. This property is located to the South of what is commonly known as the "C.W. Otto Middle School Building" (the "Otto Building").

Proposals for the properties must be received at the office of Kattie White, Director of Operations/Purchasing Supervisor, 519 West Kalamazoo Street, Lansing, Michigan 48933, on or before 4 p.m., Eastern Time, June 30, 2022.

A certified or cashier's check in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) shall accompany each property proposal. The deposit amount will be credited to the purchase price at the closing of the sale of each property. The deposit amount will be returned to the unsuccessful bidders within five (5) days from the date that a purchase agreement is entered into with the successful respondent, but no later than forty-five (45) days from the date that the proposals are due.

The information contained in this Request for Proposals ("RFP") is believed to be accurate, but is not warranted. The District makes no representation concerning the condition or suitability of the properties for any reason. Bidders should conduct any due diligence that they feel is necessary to confirm the status of the property.

While the District reserves the right to accept or reject any proposal, a number of finalists may be selected and asked to provide additional information, including financial qualifications and project concept details. The additional information will facilitate the final selection of the successful purchaser. The project concept details and plans may be required to be inserted into the Purchase Agreement as a condition of the sale of the property.

The District expressly reserves the right to reject any or all proposals and to accept the proposals which the Board of Education, at its sole discretion, determines best serves the interests of the District.

Thank you for your interest in this property and should you have any questions, please contact Kattie White at (517) 755-3014.

Very truly yours,

**LANSING SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ben Shuldiner

Its: Superintendent of Schools

**B. Fact Sheet**

**Legal Description:** See legal description contained in Exhibit A-3

**Tax Parcel No:** 33-01-01-04-477-003

**Location:** Douglas Street, Lansing, Michigan 48906

**Municipality:** City of Lansing, Ingham County, Michigan.

**School District:** Lansing School District

**Utilities:** Water, sanitary sewer, electric, and natural gas. Respondent should contact the City of Lansing and applicable utility providers to confirm that any proposed development can be adequately serviced by water, sanitary sewer, and other utilities, as well as the cost of such service.

**Zoning:** "A" Single-Family Residential District

**Other Restrictions:** The use restrictions are outlined in Section I.C. below.

**Street Improvements:** There are typical municipal site improvements surrounding the property, including paved streets, sidewalks, and streetlights.

**Flood Hazard:** Upon information and belief, the property is not within a flood plain.

**Wetlands:** Upon information and belief, there are no wetlands on the property.

**Price** No price has been set.

**Terms:** Cash at closing.

**Rights of Owner:** Lansing School District reserves the right to accept or reject any and all offers and to negotiate with any bidders.

**Bid Deadline:** The bid deadline is 4 p.m., Eastern Time, on June 30, 2022.

Proposals and deposit monies must be delivered to:

Lansing School District  
519 West Kalamazoo Street  
Lansing, Michigan 48933

Kattie White  
Director of Operations/Purchasing Supervisor  
(517) 755-3014

No phone, email, or fax offers will be accepted. If mailed, no responsibility is assumed for postal delays. *See* Section II, RFP Submission Requirements.

**Commission:** No real estate commission will be paid by Lansing School District. Brokers must look to respondent for compensation.

### **C. Restrictions**

Restrictions, as determined by the District, will be imposed upon the purchaser of either or both properties. These restrictions include, but are not limited to:

- The properties shall not be used for adult bookstores, pawn, and second-hand stores, fast food restaurants, beer, wine, or liquor sales of any kind or any other use that is detrimental to Lansing School District and/or the community. Specific use restrictions will be negotiated between the successful purchasers and the District prior to execution of the Purchase Agreement.

The use restrictions stated above and other restrictions imposed by the District will be contained in the Warranty Deed and Property Covenants, Conditions, and Restrictions that are executed at closing by the District and the purchaser(s), will be recorded with the Ingham County, Michigan, Register of Deeds, and will be enforceable as provided in those documents. The restrictions will run with the properties and be binding on all future purchasers and/or users of the properties.

### **D. Development Goals and Objectives**

The properties represent a significant asset of the District. The District has therefore set forth the following goals and objectives for the development of the properties. The respondents to this RFP should ensure that the development plan set forth in their formal response is consistent with and promotes the following goals and objectives:

- To provide for uses of the properties that complement and enhance the surrounding properties.
- To prevent the properties from being used for uses detrimental to Lansing School District and/or the community.
- Subject to other goals and objectives, to maximize the amount paid to the District for the properties.

**E. Due Diligence**

As previously mentioned, various studies and other due diligence items are attached to this RFP. These documents cannot be fully relied upon and the District shall be held harmless for any omission or oversight. All respondents are responsible for conducting such due diligence as they deem proper and necessary in preparing the responses to this RFP.

***DELIVERY OF THIS RFP AND/OR SUBMISSION OF RESPONSES TO THIS RFP DOES NOT CREATE ANY LEGAL RELATIONSHIP BETWEEN THE DISTRICT AND ANY OF THE RESPONDENTS OR ANY OF THEIR INDIVIDUAL PRINCIPALS OR ENTITIES. NOTHING CONTAINED IN THIS RFP OR THE PROCESS OUTLINED HEREIN IS OR SHALL BE CONSTRUED AS CREATING ANY LEGAL AND BINDING AGREEMENT ON THE PART OF THE DISTRICT TO DO ANYTHING OR FOLLOW ANY PROCEDURE, EVEN IF SPECIFIED IN THIS RFP. THE DISTRICT HAS NO OBLIGATION TO SELECT ANY OF THE RESPONDENTS OR TO PROCEED WITH ANY DEVELOPMENT UNLESS AND UNTIL THE DISTRICT AND THE SELECTED RESPONDENT EXECUTE A PURCHASE AGREEMENT, AND AT THAT TIME THE DISTRICT'S OBLIGATION SHALL BE LIMITED TO THOSE OBLIGATIONS SPECIFIED IN SUCH PURCHASE AGREEMENT WITHOUT REFERENCE TO ANY ASPECT OF THIS RFP PROCESS UNLESS OTHERWISE SPECIFIED IN SUCH PURCHASE AGREEMENT.***

**II. RFP SUBMISSION REQUIREMENTS**

An original and eight (8) copies of each proposal must be submitted to the Superintendent of Schools' Office, 519 West Kalamazoo Street, Lansing, Michigan 48933, on or before 4 p.m., Eastern Time, on June 30, 2022. The District, in its sole discretion, may reject any submission made from the due date. Responses shall remain valid, active, and firm for a period of forty-five (45) days from the due date. Each proposal must be accompanied by a certified or cashier's check in the amount of \$5,000 payable to "Lansing School District." The \$5,000 payment will be used as a deposit for the successful respondent(s) and be applied to the purchase price. The deposits of the unsuccessful respondent(s) will be returned within five (5) days from the date that a purchase agreement is entered into with the successful respondent(s), but not later than forty-five (45) days from the due date.

Each respondent should submit the information requested herein in standard letter-sized format. The outside of the package containing the proposal should be clearly marked "**Vacant Land South of Otto Proposal.**"

**A. Cover Letter and Executive Summary**

All proposals must include a cover letter with a statement that the individual signing the letter is authorized to obligate the entity to proceed with the purchase and development of the property. The proposal must also include an Executive Summary of the principal elements of the submittal, including a description of the proposed use of the property and time table overviews, as well as the team's approach to the development. All submittals should be concise and address the District's goals and objectives as listed in this RFP. If possible, the proposals should include a proposed site plan of the project.

**B. Development Team Relationships and References**

The District is seeking sufficient information on the development team to make a judgment as to how well the team can perform in developing the property and to compare the qualifications of the teams associated with the proposals submitted. Respondent(s) are free to present this information in a format and a degree of detail that in their judgment is adequate for these purposes. The following is a suggested format for consideration:

- The team description would include the corporation, joint venture, or other entity that would serve as the developer of the project.
- The description should include any participating development entities that are deemed important to make the District's goals and objectives for the development of this site.
- The description should identify all participants in the respondent's development team, including those members responsible for the building design, landscape and site design, land use planning, engineering, environmental remediation permitting, legal and financial analysis, and community relations, as well as investors and proposed lending institutions.
- The proposal should identify the person who is responsible for each activity relating to the permitting, design, financing, and construction of the project.
- The proposal should identify one or more individuals who have full power and authority on behalf of the respondent's team to negotiate and execute a purchase agreement and related documents.



- The proposal should provide references to specifically address the capability of the respondent to undertake this project. References should include a name, title, address, phone number, fax number, e-mail address, and a brief description of the relationship to the development entity in regard to previous experience.

### **C. Project Experience**

The District is seeking sufficient information on the respondent's project experience to make a judgment as to how well the team could perform in the development of the property and to compare the experience of other respondents.

All individuals listed as contacts on existing projects may be contacted and should be available to assess the respondent's record relating to the project(s). In addition, the District may consult references familiar with the respondent or members of the respondent's team regarding past experience, qualifications, performance, or other matters regardless of whether the specific individuals are identified in this proposal.

The proposal should demonstrate that the respondent has experience in developments of similar size and scope as the proposed development.

### **D. Development Process**

The proposal should clearly demonstrate an understanding of the scope and tasks required for the design, financing, and construction of the proposed development and the challenges of successfully completing such a project. To the extent that respondents can demonstrate experience with, and understanding of, the unique challenges of developing the proposed project to achieve the goals and objectives of the District, such information will receive favorable consideration.

### **E. Project Schedule**

The respondent shall describe the proposed project schedule, including key steps and permitting, financing, design, and construction.

### **F. Financial Reports**

The District will only enter into negotiations with entities that possess the necessary financial qualifications to develop the proposed project.

## **G. Other Factors**

Although there is no obligation to do so, each respondent should feel free to provide a description of other factors not accounted for in the RFP that the respondent believes underscores the respondent's qualifications to undertake the project and what is unique about their development concept.

## **III. SELECTION PROCESS OVERVIEW AND SELECTION CRITERIA**

### **A. Process Overview**

On or before 4 p.m., Eastern Time, on June 30, 2022, the respondent shall submit a proposal in response to this RFP. The proposals will be reviewed by the District's administrative team and thereafter evaluated by the Board of Education. If the District requires interviews, it may interview (a) all respondents or (b) those respondents that the District determines appear most likely to be selected as finalists. Respondents selected to appear for an interview will be notified in writing by mail, facsimile transmission, or otherwise of the time and place of the interview. After reviewing and evaluating the proposal(s) and possibly conducting interviews, the District will (i) narrow the respondents to a short list to be invited to make a best and final submission, (ii) select a respondent, or (iii) withdraw the RFP at any time.

### **B. RFP Selection Criteria**

The following criteria may be used to evaluate submitted proposals:

- Compatibility with development goals and objectives and use restrictions listed in Section I.D. of this RFP.
- The purchase price of the properties.
- The degree to which the respondent demonstrates financial feasibility and capability and the ability to complete the project quickly, including the degree to which the respondent demonstrates access to, and the ability to secure conventional, commercial financing, and identifies available equity and debt sufficient to complete the project.
- The qualifications of the design professionals and technical consultants.
- The respondent's capability to develop projects of similar scope and scale or otherwise relevant facilities in a similar setting.

- Experience, ability, or stated willingness to work cooperatively with the City, nearby residents, public agencies, and the public at large.
- Completeness of development proposal and submission.
- Personal interview, if required.

**C. Award of the Project**

Based on its evaluation of the proposals as described in this RFP, the District will determine which proposal is most acceptable to the District or, alternatively, that none of the proposals are acceptable. If the District selects a respondent pursuant to this RFP process, the District anticipates that the respondent will enter into a purchase agreement relating to the property, which purchase agreement will contain several development restrictions that will be part of the sale of the property and run with the land. A sample Purchase Agreement, Warranty Deed, and Property Covenants, Conditions, and Restrictions are contained in Appendix B., Legal, to this RFP. Each respondent should carefully review these legal documents and the respondent's proposal should address any comments or concerns concerning same.

If for any reason the District and the respondent have not agreed upon and executed the Purchase Agreement within thirty (30) days from the date the District selects a successful respondent, then, unless the District in its sole discretion elects to extend the time, the District may, in its sole discretion and without incurring any liability to the tentatively designated successful respondent, terminate or suspend negotiations with the respondent. In such event, the District may, but shall not be obligated to, proceed to finalize, and execute a Purchase Agreement with another respondent.

**D. District Schedule**

The District intends to undertake this selection in the most expedient manner possible. At this time, the District anticipates that the process of selecting and designating the qualified developer will be used as follows:

Week of <u>  </u> May 16 <u>  </u> , 2022	Notice placed in newspaper and/or District's website regarding opportunity for submitting proposals.
<u>  </u> June, <u>  </u> 30 <u>  </u> , 2022	Proposal documents due by 4 p.m., Eastern Time.
Weeks of July 4, 2022 and <u>  </u> July 11 <u>  </u> , 2022	Administrative review and Board/Board subcommittees' review of proposal documents and submits a listing of recommended finalists for Board interviews.
Week of <u>  </u> July 21, 2022	Board interviews finalists.
<u>  </u> Aug, <u>  </u> 4 <u>  </u> , 2022	Board takes final action.

## **E. Rights of District**

The District reserves, holds, and may exercise, at its sole discretion, the following rights, and options with regards to the RFP and the development process:

- To reject, for any reason, including non-compliance with the RFP, any and all responses and components thereof, and elimination of any and all respondents to the RFP from further consideration for the selection.
- To supplement, amend, or otherwise modify the RFP.
- To waive any technicality or non-conformance of the proposals, whether material or otherwise.
- To change or alter the schedule for any events called for in the anticipated selection schedule set forth herein.
- To conduct investigations of any or all of the respondents and/or their responses as the District deems necessary and convenient.
- To clarify the information provided as part of the response, including discussions with contact persons, prior clients, or regulatory agencies and visits to any projects referenced in the response.
- To request additional information to support the information included in any response.
- To decline to select any respondent for any reason.
- To decline to enter into a Purchase Agreement for any purpose.
- To abandon this selection process at the District's convenience at any time and for any reason.
- To select a qualified respondent and negotiate a Purchase Agreement and other documents based upon a response that, in the District's sole judgment, best serves the interest of the District, the residents of the District, or the region in general.
- To designate or consult with another agency, group, consultant, individual, or public body to act in its place or on its behalf at any time during the term of the selection process, as is consistent with applicable law.

- To enter into a Purchase Agreement with a respondent, subject to the final adoption of all necessary authorizations.
- To assign all the District's rights to enforce the development and use restrictions to any third party, prior to or after the sale of the property.

**F. Cost of Preparation**

Each response and all required information pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the District, its staff, Board of Education, or consultants for reimbursement for payment of costs or expenses incurred in the preparation of a response or other information related in any way to this RFP.

*APPENDIX A*

**Location and Area Information**

	<u>Exhibit</u>
▪ Lansing Area Information.....	A-1
▪ Zoning Ordinances.....	A-2
▪ Property – City Assessing Department.....	A-3
▪ Survey .....	A-4
▪ Division Appraisal .....	A-5
▪ Title Commitment.....	A-6

**EXHIBIT A-1**

**LANSING AREA INFORMATION**

## GENERAL AREA DESCRIPTION

### *Location*

The property being appraised is located in the Greater Lansing area, which is in the south central portion of the State of Michigan. This area of influence can be described as including the counties of Ingham, Eaton and Clinton, with Lansing being the principal city within the tri-county area. Lansing is the state capital as well as the third largest Metropolitan Statistical Area (MSA) in the state.

### *Transportation*

Access to the tri-county region is provided by interstate and state trunk-line highways, commercial and private air facilities, freight and passenger rail service, and inter-city bus. Lansing's transportation systems allow easy access to the region as follows:

<b>DISTANCE FROM LANSING TO OTHER MAJOR CITIES</b>	
<b><u>Out of State Cities</u></b>	<b><u>Miles</u></b>
Chicago	204
Cleveland	277
Columbus	261
Indianapolis	252
Toledo	104
<b><u>Michigan Cities</u></b>	<b><u>Miles</u></b>
Ann Arbor	62
Battle Creek	50
Detroit	84
Flint	51
Grand Rapids	66
Jackson	40

Road service within the tri-county region is adequate. There are numerous state roads that funnel traffic from the smaller towns and cities throughout the tri-county region.

### *Population*

In the past, the tri-county region has experienced a steady and at times a rapid increase in population. The following table summarizes the population growth from 1950 with projection to the year 2040.

<b>TRI-COUNTY POPULATION TRENDS</b>		
Year	Population	Percent Change
1950	244,159	--
1960	298,949	22.4%
1970	378,847	26.7%
1980	419,750	10.8%
1990	432,674	3.1%
2000	446,237	3.1%
2010	451,260	1.1%
2020	464,320	2.9%
2030	484,296	4.3%
2040	499,322	3.1%

*Source: Tri County Regional Planning Commission*



**GENERAL AREA DESCRIPTION (continued)**

According to the Tri-County Regional Planning Commission, a partial explanation of the atypical immigration experienced by the region between 1960 and 1970 and the resulting substantial growth in population lies in the rapid expansion of Michigan State University and State government employment. Enrollment at MSU doubled between the early 1960's and early 1970's, with commensurate increases in faculty and staff levels. During this time, there were also significant increases in state employment and local government employment as more federal programs were implemented and the region began to urbanize. The area population is forecasted to continue to grow over the next 30 years.

Michigan State University has a profound influence on Lansing, East Lansing and the subject. The City of East Lansing's website is titled, "The City of East Lansing Home of Michigan State University." The employment of the university's faculty, academic staff, and support staff account for more than 11,000 jobs in the East Lansing area. Michigan State University has 5,200± acres of land of East Lansing's 8,640± acres, nearly 60% of East Lansing's total land. There are more than 50,000 students at the university. Although not all permanent residents, most students live in the area during their educational years. The non-resident students boost the population in the area by more than 30%. The large number of 18-24 year olds at the university create a demographic that is unique to the East Lansing market area.

Despite the economic downturn, enrollment at Michigan State University has generally remained stable, but with a decrease noted in 2010. Annual enrollment has been growing since 2010, with an all time high of over 50,000 students in Fall 2014, as demonstrated in the following table:

**MICHIGAN STATE UNIVERSITY**  
**ANNUAL FALL ENROLLMENT**

<i>Year</i>	<i>Enrollment</i>	<i>% Change</i>	<i>Year</i>	<i>Enrollment</i>	<i>% Change</i>
1999	43,038	N/A	2007	46,045	1.2%
2000	43,366	0.8%	2008	46,648	1.3%
2001	44,227	2.0%	2009	47,728	1.4%
2002	44,937	1.6%	2010	47,131	-1.25%
2003	44,542	-0.9%	2011	47,954	1.75%
2004	45,836	0.7%	2012	48,906	1.98%
2005	45,166	0.7%	2013	49,343	0.89%
2006	45,520	0.8%	2014	50,085	1.50%

According to the 1980 Census, East Lansing's population was 51,392. The 1990 Census was 50,677 or a 1.4% decrease. The 2000 Census indicates a slight drop in population. The 2010 Census for the City of East Lansing was 48,579 persons, or a further decline of 4.14%. Some of the newer student housing developments have been north of the city in Bath Township, Clinton County.

## GENERAL AREA DESCRIPTION (continued)

### *Employment*

Historically the State of Michigan has been reliant on the automotive/manufacturing industry as its larger state-wide economic resource. As our national economy becomes more global, our state's largest employers strongly influence the Greater Lansing area economy and many employ more workers world-wide. The following are the state's largest employers.<sup>1</sup>

GREATER MICHIGAN AREA EMPLOYERS OF 5,000 OR MORE			
Employer	Location	Michigan Employees	Sector
State of Michigan	Lansing	44,853	Government
General Motors	Detroit	44,280	Automotive
Ford Motor Company	Dearborn	43,977	Automotive
University of Michigan	Ann Arbor	28,777	Education
US Government	Detroit	27,789	Government
Trinity Health Care	Novi	24,327	Health Care
McLaren Health Care Corporation	Flint	19,500	Health Care
Henry Ford Health System	Detroit	18,997	Health Care
Spectrum Health Systems, Inc.	Grand Rapids	17,436	Health Care
Beaumont Hospitals	Royal Oak	13,134	Health Care
St. John Providence Health System	Warren	12,647	Health Care
Michigan State University	East Lansing	11,050	Education
Chrysler Group	Auburn Hills	11,683	Automotive
Johnson Controls	Plymouth	10,000	Manufacturing
DTE Energy Company	Detroit	9,446	Utility
CMS Energy Corporation	Jackson	7,200	Utility
Sparrow Health System	Lansing	7,000	Health Care
Dow Chemical	Midland	6,000	Chemical
Alticor (Amway)	Grand Rapids	5,000	Retail

The above is an amalgamation of the Crain's largest employers lists to compile the State of Michigan's largest employers. Michigan maintains a strong automotive/manufacturing employment base, however, health care employees now exceed automotive/manufacturing employees, with government not far behind.

The Greater Lansing Area has a diversified economy that is based on three major employment areas; automobile production, state government and education.

State government, Michigan State University and General Motors together account for approximately 20% of all employment in the region. The area also contains numerous firms which diversify in manufacturing, trade and service. The following is a partial list of the Greater Lansing area's larger employers.<sup>2</sup>

<sup>1</sup> *Crain's Detroit Business February 2014.*

<sup>2</sup> *Updated by information from the Lansing Economic Partnership (LEAP).*

**GENERAL AREA DESCRIPTION (continued)**

<b>GREATER LANSING AREA EMPLOYERS OF 1,000 OR MORE</b>			
<b>Employer</b>	<b>Location</b>	<b>Lansing Area Employees</b>	<b>Sector</b>
State of Michigan	Lansing	14,390	Government
Michigan State University	East Lansing	11,050	Education
Sparrow Health System	Lansing	7,000	Health Care
General Motors	Lansing	5,800	Automotive
Auto Owners Insurance	Lansing	4,200	Insurance
Lansing Community College	Lansing	3,144	Education
Lansing School District	Lansing	3,000	Education
McLaren Health	Lansing	3,000	Health Care
Peckham, Inc.	Lansing	2,510	Retail/Manufacturing
Meijer Stores	Lansing	2,000	Retail
Meijer Distribution Center	Lansing	1,500	Retail
Community Health Department	Lansing	1,400	Health/Social Services
General Motors Delta	Lansing	1,398	Automotive
Jackson	Okemos	1,300	Insurance
Dart Container Corporation	Mason	1,200	Manufacturing
Demmer Corporation	Lansing	1,100	Manufacturing

The area has two hospital systems, Sparrow Health System, that continues to grow and has recently affiliated with the Mayo Clinic in Rochester, Minnesota, and the McLaren Health System which recently had its 100<sup>th</sup> anniversary. Crain's Detroit Business Weekly 2012 state-wide hospital ranking by revenue indicates Sparrow as 10<sup>th</sup> and McLaren as 5<sup>th</sup>. Crain's ranking is an approximate compilation of the leading hospitals and hospital companies based in Michigan. Sparrow is based in Lansing and McLaren is based in Flint.

Other noted regional facilities include the "FRIB" (Facility for Rare Isotope Beams) now under construction on the MSU campus. The facility will bring construction jobs to the area now and international researchers when complete.

Lastly, Jackson National has recently announced a \$100 million + expansion that will bring 1,000 new jobs to the area and General Motors in March 2014 announced a \$165 million expansion at its downtown plant.

The diversification of the area economy is also demonstrated by the low unemployment rates for the Lansing (MSA) as compared to the State. The following table summarizes the unemployment rates in recent years.

**GENERAL AREA DESCRIPTION (continued)**

<b>UNEMPLOYMENT RATES <i>Lansing MSA vs Michigan</i></b>		
<b>Year</b>	<b>Lansing MSA</b>	<b>Michigan</b>
2000	2.5%	3.6%
2001	3.4%	5.3%
2002	3.9%	6.2%
2003	4.7%	7.3%
2004	5.5%	7.4%
2005	5.8%	6.7%
2006	5.9%	6.9%
2007	5.7%	7.6%
2008	8.6%	10.2%
2009	11.1%	14.0%
2010	10.3%	13.1%
2011	8.0%	10.4%
2012	6.9%	8.9%
2013	7.2%	8.7%
2014	5.8%	7.2%
2015 (Jan)	5.4%	6.3%
2015 (Feb)	4.6%	5.9%
2015 (Mar)	4.5%	5.7%

The Lansing area has historically produced relatively low unemployment rates. This trend has changed in recent time, but appears to be reversing again.

***Education***

The Lansing area has three advanced education institutions: Michigan State University (MSU), Lansing Community College (LCC), and Cooley Law School.

Michigan State University was founded in 1855 as the Agricultural College of the State of Michigan. It is located in East Lansing and has an enrollment of approximately 50,000 students, with a faculty and staff of more than 11,050.

Lansing Community College is located in downtown Lansing and accommodates approximately 16,500 students, and employs staff and instructors of approximately 2,700 persons.

Cooley Law School is also located in the downtown Lansing area, with four campuses in Michigan and Florida. Cooley is experiencing the national trend of declining law school enrollment with 1,880 students for the 2014-2015 academic year. Current student enrollment is a drop of almost 20% over the previous academic year. In 2014 Cooley merged with Western Michigan University in Kalamazoo, Michigan. Since merging, WMU-Cooley has closed their Ann Arbor campus.

## GENERAL AREA DESCRIPTION (continued)

### *Foreclosures*

We have also analyzed the foreclosure rates in the tri-county area which reflect the following recorded Sheriff's Deeds:

<i>Year</i>	<i>Ingham County</i>	<i>Eaton County</i>	<i>Clinton County</i>
2004	591	203	89
2005	789	237	126
2006	1,312	428	159
2007	1,757	533	246
2008	1,841	590	326
2009	1,701	529	266
2010	1,793	657	209
2011	1,467	614	294
2012	1,317	483	261
2013	975	334	177
2014	651	228	118
<i>Increase since 2004</i>	<i>10%</i>	<i>12%</i>	<i>33%</i>

The result is an increase in foreclosures since 2004, however, 2013 and 2014 have shown a significant decrease compared to prior years, suggesting a potential leveling off of foreclosures. Foreclosed properties add competitiveness, quite often at bargain rates and tend to drive down prices of traditional listings.

### *Conclusion*

The Greater Lansing area is centrally located within the state. The area is easily accessible via major roadways and other transportation providers. The area has had rapid population growth from 1950 through 1970 and slower yet steady growth from 1980 and projected to the year 2020.

Lansing has a diversified economy which is based on state government, automobile production and education. The area has had low unemployment rates over the past years with declining property foreclosures.

Looking to the future, the Lansing general area is poised favorably in the state to rebound from the recession the state is in for the following reasons:

1. The location is nearly equidistant from southeastern Michigan and Grand Rapids, the major population bases in the state;
2. The availability of good roadways and transportation network;
3. Having a projected population growth to year 2020;
4. Having a diversified employment, with a Big Ten University, two new automotive plants and being the Capitol of the state.

**EXHIBIT A-2**

**ZONING ORDINANCES**

**CHAPTER 1248. - A, A-1 AND B RESIDENTIAL DISTRICTS**

**FOOTNOTE(S):**

--- (17) ---

**Cross reference**— Zoning and planning in home rule cities - see M.C.L.A. Sec. 117.4i; Regulation of location of trades, buildings and uses by local authorities - see M.C.L.A. Sec. 125.581; Regulation of buildings; authority to zone - see M.C.L.A. Sec. 125.582; Regulation of congested areas - see M.C.L.A. Sec. 125.583; Uses of land or structures not conforming to ordinances; powers of legislative bodies; acquisition of property - see M.C.L.A. Sec. 125.583a; Effect of zoning ordinance or zoning decision in presence of demonstrated need for certain land use - see M.C.L.A. Sec. 125.592.

**1248.01. - Intent.**

The intent of the A, A-1 and B Residential Districts is to provide for an environment of predominantly low-density one-family dwellings, along with other residentially related facilities which serve residents in the Districts.

*(Ord. No. 636, 3-7-83)*

**1248.02. - Principal uses permitted.**

In an A, A-1 or B Residential District, the following principal uses are permitted:

- (a) A one-family dwelling;
- (b) A public park and playground, except those regulated by special conditions pursuant to Section 1248.03(i), (j) and (k); and
- (c) A family day care home.

*(Ord. No. 636, 3-7-83)*

**1248.03. - Uses permitted subject to special conditions.**

- (a) Conditional uses described in this section shall be permitted in an A, A-1 or B Residential District, if the dimensional requirements described in Sections 1248.05 to 1248.12, the landscaping, screening and buffering requirements described in Chapter 1290, the conditions imposed by this section and all local, State and Federal laws are met.
- (b) An accessory structure and/or an accessory use which meets all of the following floor area conditions shall be permitted in an A, A-1 or B Residential District, except as otherwise specifically provided in this section:

(1)

Lot Size (square foot)	Maximum Square Footage of Detached Accessory Garages	Maximum Square Footage of All Accessory Buildings	Maximum Square Footage of Attached Garages
Less than	600	800	600

5,000			
5,000— 7,800	720	1,000	800
7,801— 10,800	770	1,050	800
10,801 — 21,780	<u>840</u>	1,200	1,000
21,781 — 43,560	1,000	1,200	1,000
43,560+	1,200	1,400	1,200

- (2) The floor area of additions and structures attached to the private garage, including, but not limited to, covered patios, decks, storage areas and carports, shall be included in calculating the total allowable floor area of that garage.
- (3) The floor area of a garage or carport space in a Planned Residential Development shall not exceed 770 square feet.
- (4) The floor area of an accessory building shall not exceed the ground floor area of the principal building.
- (5) A single-family lot shall not have more than one storage shed and one garage or detached carport.
- (6) Each accessory structure shall not be located closer than 60 feet from the front lot line, nor closer than three feet to a rear or side lot line, unless attached to the structure containing the principal use. Detached accessory structures of 1,000 square feet or more shall be setback not less than six feet from a side lot line and a rear lot line. If an accessory structure is attached to a structure containing the principal use, it shall meet all dimensional requirements imposed upon the structure containing the principal use, except as provided in subsection (n) hereof.
- (7) Accessory structures for an approved nonresidential use shall comply with the setback requirements for the principal structures and shall provide landscaping, screening and buffering in accordance with Chapter 1290. These accessory structures are not subject to the size limitations of this section.
- (8) On through lots, an accessory structure located behind the principal structure shall conform to the front yard setback of the district in which it is located.
- (9) An attached garage with doors, that is designed for three or more vehicles, shall have at least one vehicle stall offset by not less than two feet from the front facade of the remaining vehicle stalls.
- (10) The accessory structure shall not involve the operation of a business.



- (11) An accessory structure shall not be used to service or repair a motor vehicle owned by a person other than a person having a legal or equitable interest in the lot on which the accessory structure is located.
  - (12) No accessory structure may be a public garage.
  - (13) An accessory use on a lot shall not include motor vehicle repair. "Motor vehicle repair" does not include minor motor vehicle service which is completed within a 24-hour period and is limited to:
    - A. Changing oil or other fluids;
    - B. Minor tuneup;
    - C. Tire rotation; and
    - D. Changing brake pads if the vehicle is supported in a safe manner.
  - (14) An accessory use of a lot may include the parking of up to four operable vehicles or one operable vehicle for each licensed resident driver at the dwelling, whichever is greater. All vehicles must be incidental to the primary use and not be stored on the lot.
  - (15) An accessory use on a lot shall not include junk storage.
- (c) A temporary structure or a temporary use which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) In the case of a temporary structure, a permit has been issued by the Building Safety Office authorizing the temporary structure.
  - (2) In the case of a temporary use, a permit has been issued by the Planning Division. In determining whether to issue a permit, the Planning Division shall review a request in accordance with the standards outlined in Section 1282.02(f)(1) to (9) and shall approve the request, deny it or approve it with conditions.
  - (3) The person issued a permit under subsection (c)(1) or (2) hereof agrees in writing to remove the temporary structure or cease temporary use pursuant to the permit.
  - (4) Permits issued under subsection (c)(1) or (2) hereof shall be for a period not to exceed two weeks, and upon request may be extended twice for a period not to exceed two weeks for each extension.
- (d) The temporary use of a permanent structure as a real estate office for the purpose of marketing new residential development which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) The temporary use of the permanent structure is located within the residential development.
  - (2) The temporary use of the permanent structure shall be removed after three years, or after 90 percent of the residential development is sold, whichever comes first.
- (e) A home occupation which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) No person, other than a member of the family residing in the dwelling unit, shall engage in the home occupation and no more than one primary caregiver, as that term is defined in the Michigan Medical Marihuana Act, being MCL 333.26421 et seq., as amended, shall engage in the activities of a primary caregiver on any lot.
  - (2) The use of the dwelling unit as a home occupation shall be clearly incidental and subordinate to its use for residential purposes.
  - (3)

Not more than 20 percent of the gross floor area of the dwelling unit is used in any way for the home occupation.

- (4) No change occurs in the outside appearance of the dwelling.
  - (5) No signs shall be posted on the lot advertising any home occupation.
  - (6) The sale of goods does not occur in the dwelling unit or on the lot on which the dwelling unit is located.
  - (7) No equipment is used, except equipment which is normally used for purely domestic or household purposes. Equipment not normally used for purely domestic or household purposes or any portion of the dwelling unit where energy use and heat generation resulting from the growth of marihuana exceeds levels reasonably attributable to residential uses are permitted if the Board of Zoning Appeals approves such use. The Board shall approve of such use if it is satisfied that the intensity of use will not be increased to a level that will adversely impact any lot within 300 feet of the lot seeking Board approval and that any energy use and heat generation resulting from the growth of marihuana exceeding levels reasonably attributable to residential uses has been approved by the Fire Marshal or his or her designee and the Building Safety Office.
  - (8) No activity related to the occupation occurring on the premises including clients, customers, or pickup and delivery vehicles shall adversely impact the surrounding neighborhood or the right of surrounding residents to quiet enjoyment of their property, including but not limited to, the creation of noise, vibrations, odors, heat, glare, unnatural light, or electrical interference detectable beyond the property line; or have any pickup or delivery by motor vehicle before 7:00 a.m. or after 7:00 p.m. and not more than a total of ten pickups or deliveries each day during the permitted time.
  - (9) For purposes of this subsection, any term defined by 21 USC 860(e) shall have the meaning given to it by 21 USC 860(e). No person who engages in the activities of a primary caregiver as a home occupation shall engage in the transfer, distribution, or administration to any patient:
    - (A) Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; a public or private college, junior college, or university; a playground; a church or other structure in which religious services are conducted; a facility at which substance abuse prevention services or substance abuse treatment and rehabilitation services, as those terms are defined in part 61 of PA 368 OF 1978, being MCL 333.6101 et seq., are offered; or
    - (B) Within 100 feet of a public or private youth center, public swimming pool, or video arcade facility.
  - (10) All marihuana plants shall be kept in an enclosed, locked facility, as that term is defined in the Michigan Medical Marihuana Act.
  - (11) This section shall apply to every person engaging in the activities of a primary caregiver as a home occupation, regardless of whether or not the activities commenced prior to the enactment of this section.
- (f) A temporary bulletin board or sign which meets all of the requirements of Chapter 1440 of Part Fourteen—The Building and Housing Code and does not exceed ten square feet in area shall be permitted in an A, A-1 or B Residential District, if the sign advertises the sale or lease of a structure or lot on which the sign is located.

(g)

An educational facility, except an educational facility or an agent thereof that is a high school, college, university, trade or vocational school or a community or junior college, shall be permitted in an A, A-1 or B Residential District.

- (h) A group day care home which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) The facility provides and maintains on the lot not less than 900 square feet of outdoor play space.
  - (2) The use of the structure as a group day care home shall be clearly incidental to the principal residential use.
  - (3) One person, other than a member of the family residing in the dwelling, may be employed, so long as that person is not the primary caregiver.
  - (4) No change occurs in the outside appearance of the dwelling.
  - (5) No signs are permitted.
  - (6) The outdoor play space shall be fenced. This requirement can be waived by approval of the Planning Division if the specified outdoor area is common open space shared with other dwelling units.
- (i) A golf course which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) The lot on which the golf course is located has not less than one lot line abutting a principal or minor arterial, as defined in the Comprehensive Plan.
  - (2) Each vehicular ingress or egress is directly onto a principal or minor arterial, except if approval is obtained from the Planning Board after a public hearing is held pursuant to the procedures described in Section 1282.02
- (j) An outdoor swimming pool which is owned and operated by a governmental entity and which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) Front, rear and side yards are not less than 80 feet, except as provided in paragraph (j)(2) hereof.
  - (2) If a front, rear or side yard is abutting a D-1, E-1, E-2, F, G-1, G-2, H, I or J District, then the yard which abuts such District shall meet the dimensional requirements of the District which abuts such yard.
  - (3) No parking exists in the front yard.
  - (4) No accessory structure is located in the front yard.
- (k) An indoor swimming pool which is owned and operated by a governmental entity and which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) Front, rear and side yards are not less than 25 feet, except as provided in paragraph (k)(2) hereof.
  - (2) If a front, rear or side yard abuts a D-1, E-1, E-2, F, G-1, G-2, H, I or J District, then the yard which abuts such District shall meet the dimensional requirements of the District which abuts such front, rear or side yard.
- (l) A library or museum which is owned and operated by a governmental entity and which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
- (1) Front, rear and side yards are not less than 25 feet, except as provided in subsection (l)(2) hereof.
  - (2)

If a front, rear or side yard abuts a D-1, E-1, E-2, F, G-1, G-2, H, I or J District, then the yard which abuts such District shall meet the dimensional requirements of the District which abuts such front, rear or side yard.

- (3) No parking exists in the front yard.
- (4) No accessory structure is located in the front yard.
- (m) A functional family which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
  - (1) Not more than three persons shall be allowed.
  - (2) The square footage of the bedroom area shall meet the minimum requirements of the Building Code.
  - (3) There is one off-street parking space for each vehicle associated with the members of the functional family, but not less than two off-street parking spaces altogether.
- (n) An attached open carport which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
  - (1) The carport is attached to the principal structure.
  - (2) The carport is completely open on not less than two sides.
  - (3) The carport is at least three feet from the side lot line and six feet from the closest point that a structure could be or is built on an adjacent lot.

(Ord. No. 827, 12-17-90; Ord. No. 1055, § 1, 10-21-02; Ord. No. 1131, § 1, 4-21-08; Ord. No. 1159, § 1, 9-20-10)

#### **1248.04. - Special land uses.**

- (a) All land uses described in this section may be permitted by Council in accordance with the procedures and conditions described in Chapter 1282, if the conditions described in this section for each use are met and if all Federal, State and local laws are met.
- (b) A church which is located on a lot that abuts a collector, a principal arterial or a minor arterial as defined in the Comprehensive Plan may be permitted in an A, A-1 or B Residential District, if the lot is not less than two acres.
- (c) A private club, fraternal organization or lodge hall may be permitted in an A, A-1 or B Residential District.
- (d) A structure which is used by a governmental entity may be permitted in an A, A-1 or B Residential District.
- (e) A structure which is owned or operated by a public utility may be permitted in an A, A-1 or B Residential District.
- (f) A residential care facility which provides care for more than six persons may be permitted in an A, A-1 or B Residential District, if it meets all the following conditions:
  - (1) The residential care facility provides a minimum lot area of not less than 1,000 square feet per resident.
  - (2) Twenty-four-hour supervision is maintained by a sponsoring agency.
  - (3) The proposed residential care facility is located more than 1,500 feet from an existing residential care facility which provides care for more than six persons.
- (g) A recreational facility, not owned or operated by a governmental entity, including, but not limited to, a recreational center structure or a recreational field which is intended to serve the surrounding residential area, may be permitted in an A, A-1 or B Residential District.

- (h) A stable where horses are boarded or leased may be permitted in an A, A-1 or B Residential District.
- (i) An off-street surface parking lot may be permitted in an A, A-1 or B Residential District.
- (j) A cemetery, columbarium, crematorium or mausoleum which meets the following conditions may be permitted in an A, A-1 or B Residential District:
  - (1) The lot on which the cemetery, columbarium, crematorium or mausoleum is located contains not less than fifteen acres.
  - (2) Any columbarium or mausoleum is not located less than 100 feet from an adjacent residentially zoned lot.
  - (3) Not more than one crematorium is permitted. No crematorium is located within 400 feet of any adjacent residentially zoned lot.
- (k) An animal cemetery may be located in an A, A-1 or B Residential District if the lot on which the animal cemetery is located is not less than 100 feet from an adjacent residentially zoned lot.
- (l) A trailer camp which meets all the following conditions may be permitted in an A, A-1 or B Residential District:
  - (1) The lot on which the trailer camp is located contains not less than ten acres.
  - (2) Each tent or trailer site on the lot contains not less than 500 square feet.
  - (3) City water and sewer is available to serve the lot.
- (m) A commercial greenhouse or commercial nursery which meets all the following conditions may be permitted in an A, A-1 or B Residential District:
  - (1) The lot on which the commercial greenhouse or nursery is located contains not less than ten acres.
  - (2) The lot on which the commercial greenhouse or nursery is located has not less than one property line which abuts a principal arterial as designated in the Comprehensive Plan. The primary access is from the principal arterial.
- (n) A planned residential development which meets all the conditions described in Chapter 1280 may be permitted in an A, A-1 or B Residential District.
- (o) A child care facility which meets all of the following conditions shall be permitted in an A, A-1 or B Residential District:
  - (1) The facility provides and maintains on the lot not less than 2,500 square feet of outdoor play space.
  - (2) For each child in the facility in excess of 33 children, the facility shall provide and maintain 75 additional square feet of outdoor play space.
  - (3) Outdoor play space shall be fenced.
  - (4) One sign shall be permitted, which shall not be larger than six square feet.

(Ord. No. 827, 12-17-90)

#### **1248.05. - Height and area requirements generally.**

Except as provided in Chapter 1280, in an A or B Residential District the height of a structure, the maximum dimensions of a yard, the maximum lot coverage and the minimum lot area on a lot which is the subject of a building permit application made after the effective date of this Zoning Code (Ordinance 636, passed March 7, 1983) shall be as described in Sections 1248.06 to 1248.12.

(Ord. No. 636, 3-7-83)

**1248.06. - Lot area.**

- (a) Except if a lot is a lot of record, in an A Residential District each lot shall have not less than 6,000 square feet.
- (b) Except if a lot is a lot of record, in an A-1 Residential District each lot shall have not less than 5,000 square feet.
- (c) Except if a lot is a lot of record, in a B Residential District each lot shall have not less than 4,000 square feet.

(Ord. No. 636, 3-7-83)

**1248.07. - Front yards**

- (a) Except as provided in subsection (b) hereof, the front yard of each lot in an A, A-1 or B Residential District shall be 20 feet.
- (b) The front yard of each lot shall be not less than the average front yard setback of lots, which lots are wholly or partially within 180 feet of any lot proposed to be built on and located on the same side of the street in the same blockface. However, in no case shall the front yard required under this subsection be less than 20 feet nor more than 50 feet.

(Ord. No. 636, 3-7-83)

**1248.08. - Side yards.**

- (a) The number of side yards in an A, A-1 or B Residential District shall be determined as follows:
  - (1) In the case of a corner lot, the number of required side yards shall be determined in accordance with the following diagram.
  - (2) In the case of an interior lot, there shall be two side yards.
- (b) The minimum side yard distance shall be as follows:
  - (1) In the case of a corner lot which has only one side yard, the side yard shall be six feet. In the case of a corner lot which has two side yards, the distance shall be measured as described in paragraph (b)(2) hereof.
  - (2) In the case of an interior lot, one side yard shall be not less than six feet and one side yard shall not be less than ten feet, except as follows:
    - A. Where a lot is 60 feet or more in width and where there is an attached garage in a side yard, then that side yard shall not be less than six feet. In such case the opposite side yard shall also be not less than six feet.
    - B. Where a lot is less than 60 feet in width, each side yard shall be not less than ten percent of the lot width. However, in no event shall the side yard on the side of the structure that has vehicular access be less than the minimum distance necessary to allow vehicular access past the structure.

(Ord. No. 636, 3-7-83)

**1248.09. - Rear yards.**

There shall be a rear yard of not less than 30 feet in an A, A-1 or B Residential District.

(Ord. No. 636, 3-7-83)

**1248.10. - Height restrictions.**

- (a) No structure shall exceed 33 feet in height in an A, A-1 or B Residential District.
- (b) A detached accessory structure shall not exceed 15 feet in height.  
(Ord. No. 827, 12-17-90)

**1248.11. - Maximum lot coverage.**

The maximum lot coverage shall be not more than 55 percent of the total lot area. The total square footage of area which may be covered by all structures shall be not more than 40 percent of the total lot area.

(Ord. No. 636, 3-7-83)

**1248.12. - Limitation on dwellings per lot.**

In an A or B Residential District, there shall be not more than one dwelling unit on a lot, except as provided in Chapter 1280.

(Ord. No. 636, 3-7-83)

**CHAPTER 1250. - C RESIDENTIAL DISTRICT**

FOOTNOTE(S):

--- (18) ---

**Cross reference**— Zoning and planning in home rule cities - see M.C.L.A. Sec. 117.4i; Regulation of location of trades, buildings and uses by local authorities - see M.C.L.A. Sec. 125.581; Regulation of buildings; authority to zone - see M.C.L.A. Sec. 125.582; Regulation of congested areas - see M.C.L.A. Sec. 125.583; Uses of land or structures not conforming to ordinances; powers of legislative bodies; acquisition of property - see M.C.L.A. Sec. 125.583a; Effect of zoning ordinance or zoning decision in presence of demonstrated need for certain land use - see M.C.L.A. Sec. 125.592.

**1250.01. - Intent.**

The intent of a C Residential District is to provide lots for moderate density two-family dwellings. The District is designed to:

- (a) Permit the construction of a two-family dwelling; and
- (b) Permit the conversion of a structure to a two-family dwelling.

(Ord. No. 636, 3-7-83)

**1250.02. - Principal uses permitted.**

In a C Residential District the following principal uses are permitted:

- (a) Any principal use permitted in an A, A-1 or B Residential District; and
- (b) A two-family dwelling.

(Ord. No. 636, 3-7-83)

**1250.03. - Uses permitted subject to special conditions.**

- (a) The conditional uses described in this section shall be permitted in a C Residential District if the dimensional requirements described in Sections 1250.05 to 1250.12, the landscaping, screening and buffering requirements described in Chapter 1290, the conditions imposed by this section and all

**EXHIBIT A-3**

**PROPERTY – CITY ASSESSING DEPARTMENT**



**DOUGLAS AVE** LANSING, MI 48906 (Property Address)

Parcel Number: 33-01-01-04-477-003

**Property Owner:** LANSING SCHOOL DISTRICT

**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0 > Building Department information found

Item 1 of 2 1 Image / 1 Sketch

**Owner and Taxpayer Information**

**Owner** LANSING SCHOOL DISTRICT **Taxpayer** SEE OWNER INFORMATION  
 519 W KALAMAZOO ST  
 LANSING, MI 48933-2080

**General Information for Tax Year 2021**

<b>Property Class</b>	001 RETIRED SPLIT/COMBINE	<b>Unit</b>	33 CITY OF LANSING - INGHAM
<b>School District</b>	LANSING PUBLIC SCHOOL DIST	<b>Assessed Value</b>	\$0
<b>MAP #</b>	LG-0004 -0038	<b>Taxable Value</b>	\$0
<b>TOP TEN</b>	Not Available	<b>State Equalized Value</b>	\$0
<b>NEW PERMITS</b>	Not Available	<b>Date of Last Name Change</b>	01/11/2022
<b>USER ALPHA 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	Not Available
<b>TYPE CODE</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information**

**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2021	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0

**Land Information**

<b>Zoning Code</b>	A RESID	<b>Total Acres</b>	9.060
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	O205-NORTH-OFFICES	<b>Mortgage Code</b>	No Data to Display
<b>Lot Dimensions/Comments</b>	No Data to Display	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4 T4N R2W CITY OF LANSING INGHAM COUNTY MICHIGAN BEING DEXCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SECT SECTION THENCE N89DEG14'37" ALONG THE SOUTH SECTION LINE 616.47 FEET THENCE N0DEG15'46"E 50.00 FEET TO POING OF BEGINNING THENCE CONTINUING N0DEG15'46"E 411.79 FEET THENCE N89DEG38'56"W 597.74 FEET THENCE N0DEG10'44"E 472.59 FEET TO SOUTH LINE OF THOMAS STREET THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF THOMAS STREET 95.65 FEET ALONG A CURVE TO THE LEFT HAVE A RADIUS OF 288.02 FEET DELTA OF 19DEG01'36" AND A CHORD THAT BEARS S78DEG22'31"W A DISTANCE OF 95.21 THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTH LINE OF THOMAS TREET 120.68FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 405.04 FEET DELTA OF

17DEG04'5" AND A CHORD THAT BEARS S77DEG23'50"W A DISTANCE OF 120.23 FEET TO THE EAST LINE OF WINSTON AVENUE THENCE S0DEG10'44"W ALONG SAID EAST LINE OF WINSTON AVENUE 391.93 FEET TO THENORTHEAST CORNER OF HOWARD HEIGHTS SUBDIVISION AS RECORDED IN LIBER 5 OF PLATS PAG 49 INGHAM COUNTY PUBLIC RECORDS THENCES0DEG02'47"W ALONG THE EAST LINE OF HOWARD HEIGHTS 313.72 FEET (RECORDED AS S0DEG20'W 313 FEET) TO THE NORTH LINE OF DOUGLASAVENUE THENCE S89DEG20'44"E ALONG SAID NORTH LINE OF DOUGLAS AVENUR 44.82 FEET THENCE S0TUHEASTERLY ALONG SAID NORTH LINE OF DOUGLAS AVENUE 201.77 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET DELTA OF 32DEG12'07" AND A CHORD THATBEARS 73DEG14'40"E A DISTANCE OF 99.12 FEET THENCE S57DEG08'36"E ALONG SAID NORTH LINE OF DOUGLAS AVENUE 69.13 FEET THENCESOUTHEASTERLY ALON SAID NORTH LINE OF DOUGLAS AVENUE 136.99 FEET ALONG A CURVE TO THE LEFT HAVE A RADIUS OF 242.00 FEET DELTA OF 32DEG26'01" AND A CHORD THAT BEARS S73DEG21'37"E A DISTANCE OF 135.17 FEET THENCE S 89DEG34'37" E ALONG SAID NORTH LINE OF DOUGHLAS AVENUE 3.37 FEET BACK TO THE POINT OF BEGINNING SAID PARCEL CONTAINS 9.06 ACRES MORE OF LESS COM 10.48 FT SW'LY ALONG W'LY LINE N LARCH ST FROM S LINE THOMAS ST, TH W 36.82 FT PAR L WITH THOMAS ST, N 0DEG 37MIN 44SCD W 10 FT TO S LINE THOMAS ST, W ALONG SAID LINE TO E LINE NORTH GARDENS SUB, S ON E LINES NORTH GARDENS SUB & HOWARD HEIGHTS SUB TO N LINE DOUGLAS AVE, E'LY ON N LINE DOUGLAS AVE TO PT 50 FT N & 616.47 FT W OF SE COR SEC 4, N 445.59 FT, E TO W'LY LINE N LARCH ST, NE'LY ON W'LY LINE N LARCH ST TO BEG; SEC 4 T4N R2W SPLIT/COMBINED ON 01/10/2022 FROM 33-01-01-04-477-001;

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
No sales history found.						

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**EXHIBIT A-4**

**SURVEY**

# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN

**Notes:**

- Sheet 1 - Overall View
- Sheet 2 - Parcel A-1 Detail
- Sheets 3 & 4 - Parcel A Detail
- Sheets 5 & 6 - Parcel B Detail
- Sheet 7 - Easement Detail
- Sheets 8, 9 & 10 - Property Descriptions
- Sheet 11 - Relative Positional Precision Table.

**Relative Positional Precision Table**

Allowable (0.07" = 50 PPM)

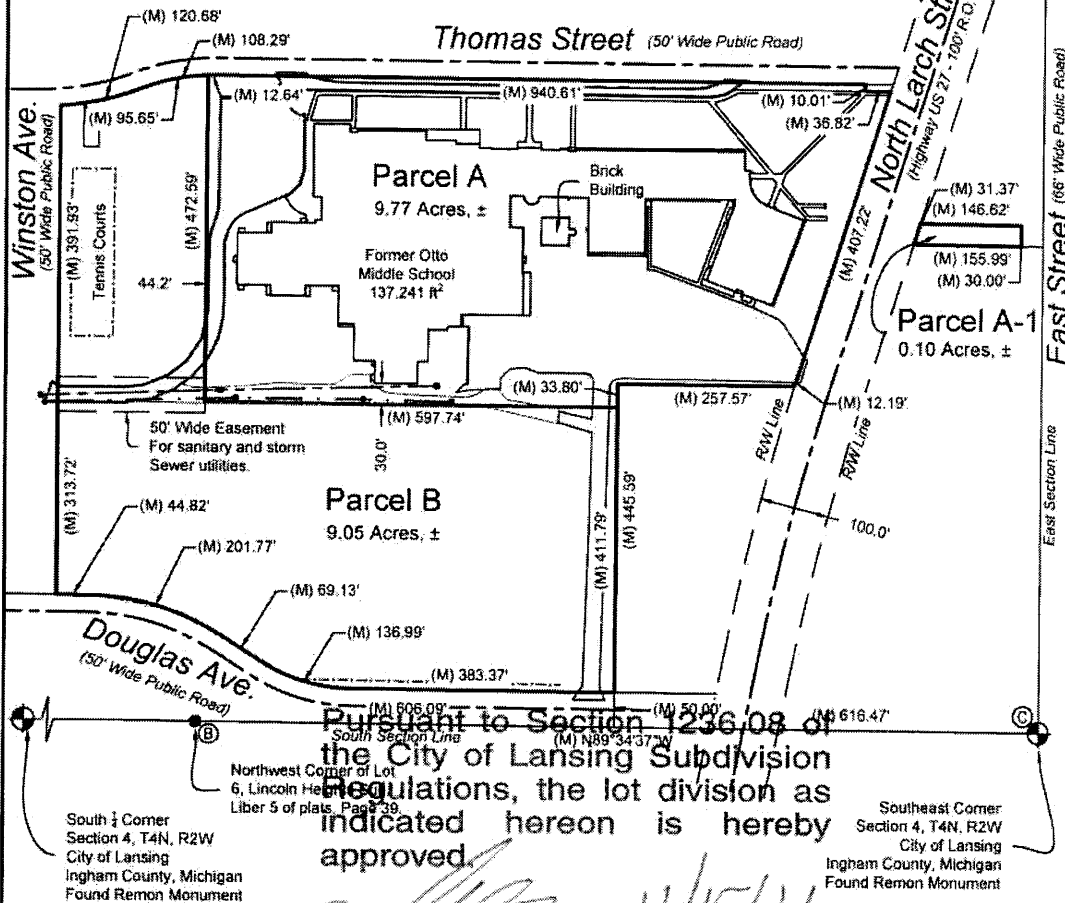
PT	A	B	C
A			
B	0.02		
C	0.02	0.02	

Measured



REGISTER OF DEEDS  
STAMP & FILE NUMBER

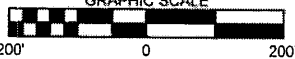
East 1/4 Corner  
Section 4, T4N, R2W  
City of Lansing  
Ingham County, Michigan  
Found Remon Monument



Pursuant to Section 1236.08 of the City of Lansing Subdivision Regulations, the lot division as indicated hereon is hereby approved.

*[Signature]* 11/15/21  
ZONING ADMINISTRATOR Date

Prepared For: Lansing School District  
519 W Kalamazoo St.  
Lansing, MI 48933



**COPY**

I, Terry R. Campbell, hereby certify that I have surveyed the above mapped and described property, and that this map complies with section 3 (a-f), Act 132, P.A. 1970 and that the Relative Positional Precision of each corner is within the limits accepted by the professional practice of surveying.

**LEGEND**

- ⊙ FOUND CAPPED IRON
- SET CAPPED IRON
- FOUND IRON
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

Terry R. Campbell, P.S. No: 60806  
ORIGINAL SIGNATURE IN BLUE

OFFICIAL SEAL

Bearing Basis: NAD 83 - MSPC - South Zone

DATE October 22, 2021	PAGE: Sheet 1 of 11
SCALE 1" = 200'	REVISED:
DWG NO: S21H03A	DRAWN BY: TRC
CLIENT: JOB	CHK:
LSD: S21H03A	

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# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN



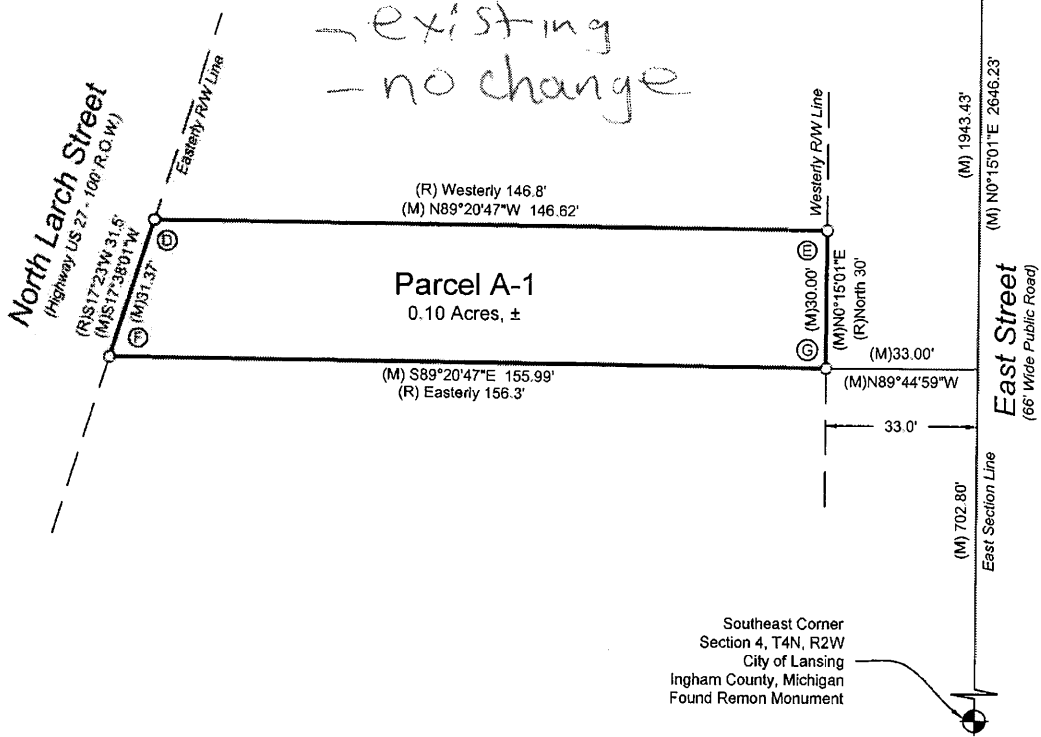
Relative Positional Precision Table

Allowable (0.07" = 50 PPM)

PT	D	E	F	G
D		0.03	0.03	0.03
E	0.03		0.03	0.03
F	0.02	0.04		0.03
G	0.01	0.03	0.02	

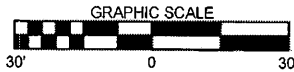
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STAMP & FILE NUMBER

East 1/4 Corner  
Section 4, T4N, R2W  
City of Lansing  
Ingham County, Michigan  
Found Remon Monument



Southeast Corner  
Section 4, T4N, R2W  
City of Lansing  
Ingham County, Michigan  
Found Remon Monument

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Lansing, MI 48933



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**LEGEND**

- FOUND CAPPED IRON
- SET CAPPED IRON
- FOUND IRON
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

Terry R. Campbell, P.S. No: 60806  
ORIGINAL SIGNATURE IN BLUE

OFFICIAL SEAL

Bearing Basis: NAD 83 - MSPC - South Zone

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SCALE: 1" = 30'	REVISED:
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CLIENT JOB	CHK:
LSD: S21H03A	

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SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN

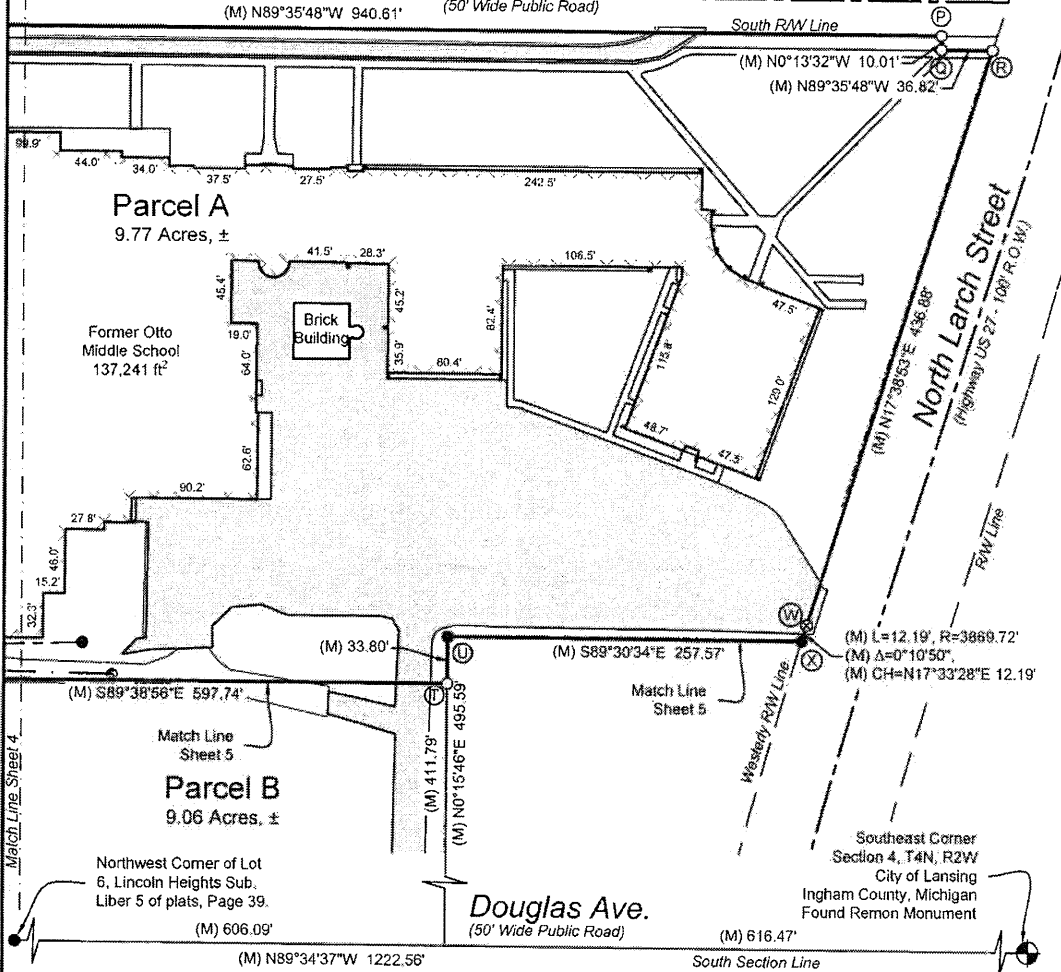
Match Line Sheet 4

Paynter's Height's  
Subdivision  
L. 8, P. 34

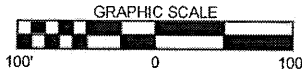
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STAMP & FILE NUMBER



**Thomas Street**  
(50' Wide Public Road)



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Lansing, MI 48933



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**LEGEND**

- ⊙ FOUND CAPPED IRON    ● FOUND IRON
- SET CAPPED IRON    ⊗ SET P.K. NAIL
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

Terry R. Campbell, P.S. No: 60806

ORIGINAL SIGNATURE IN BLUE

OFFICIAL SEAL

Bearing Basis: NAD 83 - MSPC - South Zone

DATE: October 22, 2021	PAGE: Sheet 3 of 11
SCALE: 1" = 100'	REVISED:
DWG NO: S21H03A	DRAWN BY: TRC
CLIENT: JOB	CHK:
LSD: S21H03A	

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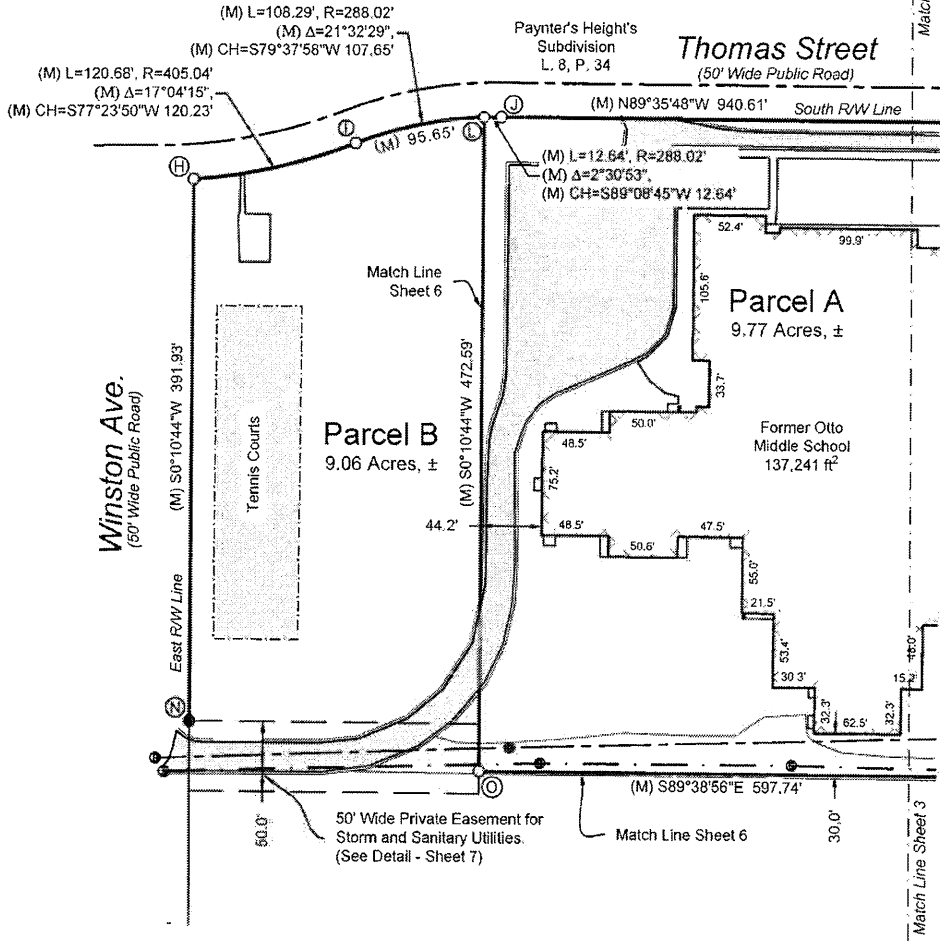
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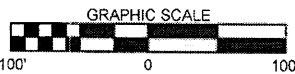
SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN



REGISTER OF DEEDS  
STAMP & FILE NUMBER



Prepared For: Lansing School District  
519 W Kalamazoo St.  
Lansing, MI 48933

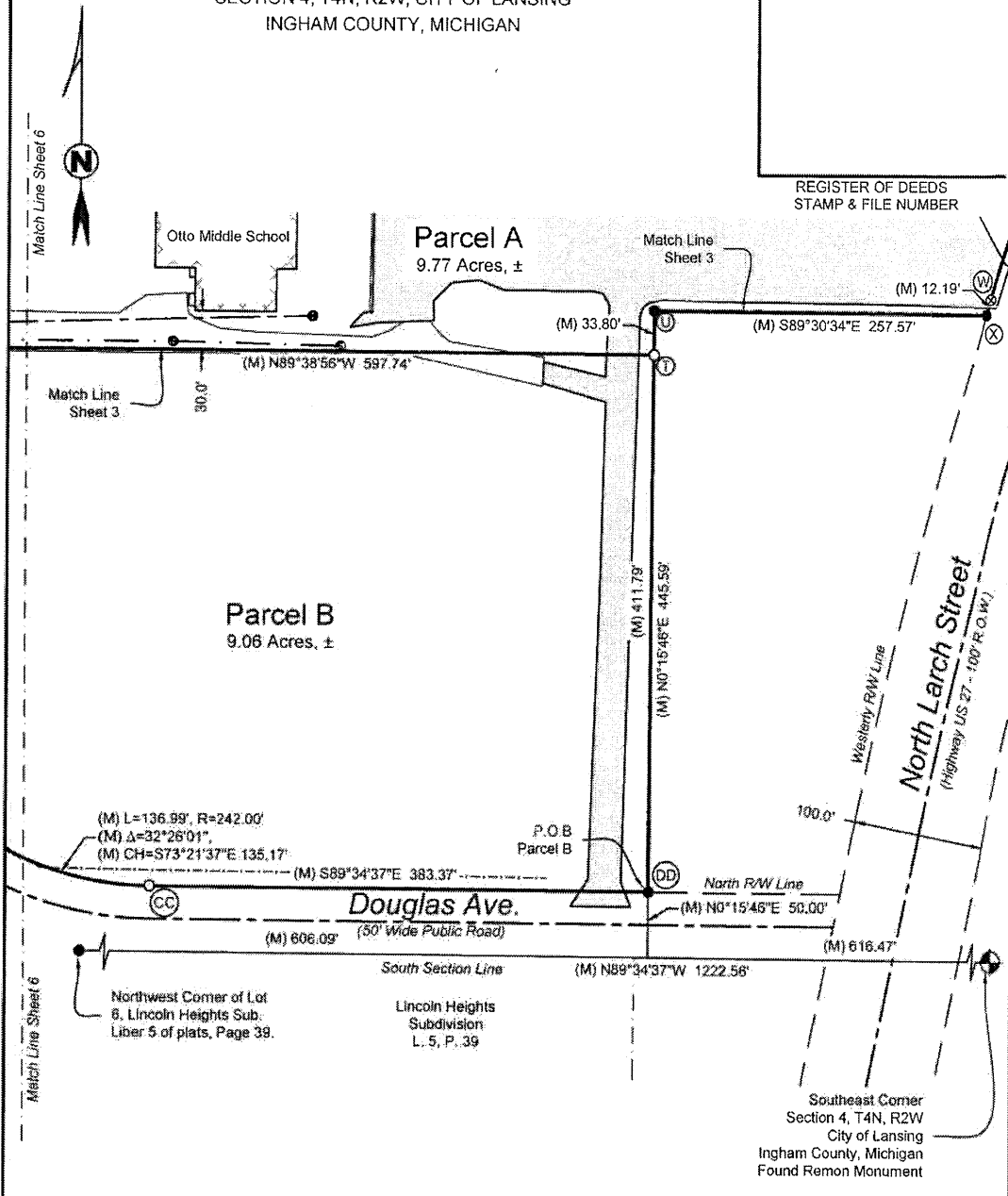


**COPY**

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Bearing Basis: NAD 83 - MSPC - South Zone		<b>Campbell Surveying Engineering, Inc.</b> Professional Surveying Services 8437 Pineview Lake Drive   www.campbellse.com Linden, Michigan 48451   (989) 390-1189		©2021, Campbell Surveying Engineering, Inc. REPRODUCTION IN ANY FORM PROHIBITED WITHOUT WRITTEN PERMISSION	
DATE: October 22, 2021	PAGE: Sheet 4 of 11	SCALE: 1" = 100'	REVISED:	DWG NO: S21H03A	DRAWN BY: TRC
CLIENT JOB LSD: S21H03A	CHK:				

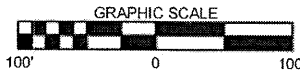
# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN



REGISTER OF DEEDS  
STAMP & FILE NUMBER

Prepared For: Lansing School District  
519 W Kalamazoo St.  
Lansing, MI 48933



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Bearing Basis: NAD 83 - MSPC - South Zone

DATE: October 22, 2021	PAGE: Sheet 5 of 11
SCALE: 1" = 100'	REVISED:
DWG NO: S21H03A	DRAWN BY: TRC
CLIENT: JOB	CHK:
LSD: S21H03A	

### LEGEND

- FOUND CAPPED IRON    ● FOUND IRON
- SET CAPPED IRON    ⊗ SET P.K. NAIL
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

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Terry R. Campbell, P.S. No: 60806

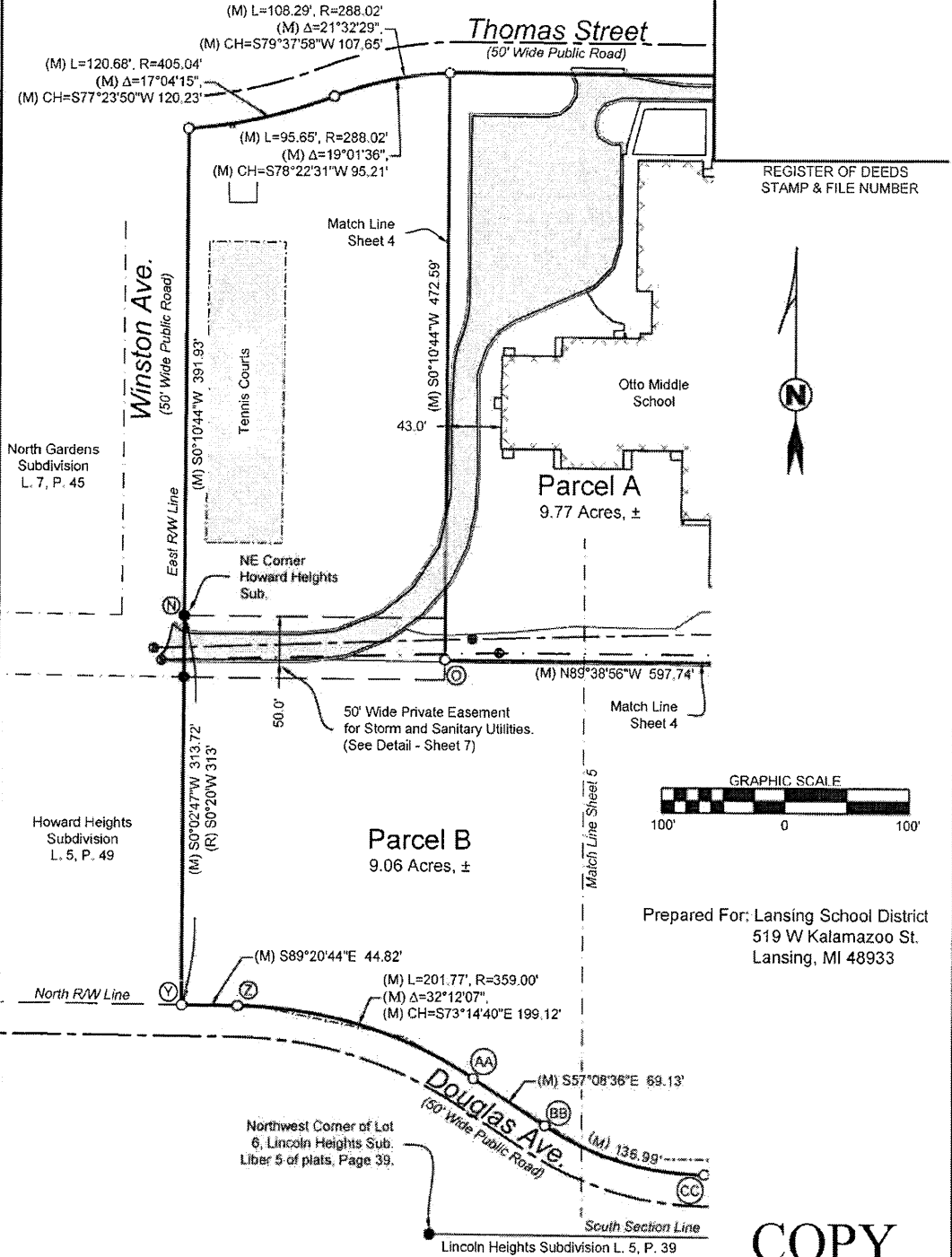
ORIGINAL SIGNATURE IN BLUE

OFFICIAL SEAL



# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN



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519 W Kalamazoo St.  
Lansing, MI 48933

**COPY**

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### LEGEND

- ⊙ FOUND CAPPED IRON ● FOUND IRON
- SET CAPPED IRON ⊗ SET P.K. NAIL
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

Terry R. Campbell, P.S. No: 60806  
ORIGINAL SIGNATURE IN BLUE  
OFFICIAL SEAL

Bearing Basis: NAD 83 - MSPC - South Zone	
DATE: October 22, 2021	PAGE: Sheet 6 of 11
SCALE: 1" = 100'	REVISED:
DWG NO: S21H03A	DRAWN BY: TRC
CLIENT: JOB LSD-S21H03A	CHK:

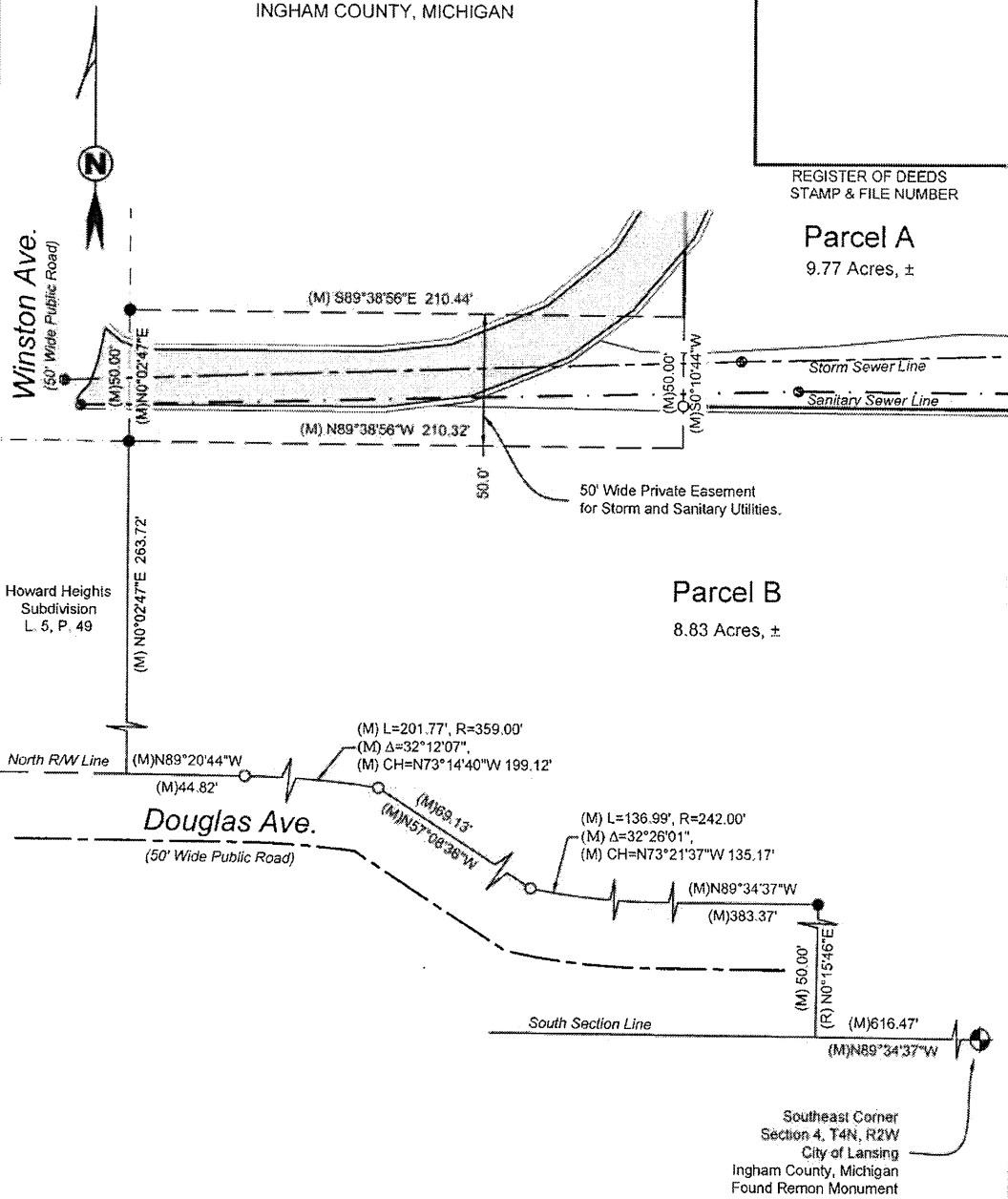
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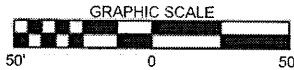
SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN

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**Parcel A**  
9.77 Acres, ±



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### LEGEND

- FOUND CAPPED IRON ● FOUND IRON
- SET CAPPED IRON ○ SET P.K. NAIL
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

Terry R. Campbell, P.S. No: 60806

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DATE: October 22, 2021	PAGE: Sheet 7 of 11
SCALE: 1" = 50'	REVISED:
DWG NO: S21H03A	DRAWN BY: TRC
CLIENT: JOB	CHK:
LSD: S21H03A	

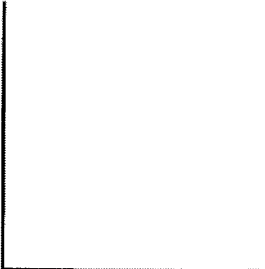
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# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN



REGISTER OF DEEDS  
STAMP & FILE NUMBER

## Property Descriptions:

**Parent Parcel (as supplied by Cinnaire Title Services, LLC, Commitment No. 704839):**

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

**Parcel 1: (Parcels A and B this Survey)**

Commencing 10.48 feet Southwesterly along Westerly line of North Larch Street from South line of Thomas Street; thence West 36.82 feet parallel with Thomas Street North 0°37'44" West 10 feet to South line of Thomas Street; thence West along said line to East line of North Garden Subdivision; thence South on East lines of North Gardens Subdivision and Howard Heights Subdivision to North line of Douglas Avenue; thence Easterly on North line of Douglas Avenue to point 50 feet North and 616.47 feet West of Southeast corner of Section 4; thence North 445.59 feet; thence East to Westerly line of North Larch Street, Northeasterly on Westerly line of North Larch Street to beginning; Section 4 Town 4 North, Range 2 West.

**Parcel 2: (Parcel A-1 this survey)**

Commencing on West line of North East Street 702.8 feet North and 33 feet West of Southeast corner of Section 4; thence North 30 feet, Westerly parallel to South line of Thomas Street 146.8 feet to East line of North Larch Street; thence South 17°23' West on East line of North Larch Street 31.5 feet; thence Easterly parallel to South line of Thomas Street 156.3 feet to beginning, Section 4, Town 4 North, Range 2 West.

**Parcel A-1:**


Part of the Southeast ¼ of the Southeast ¼ of Section 4, T4N, R2W, City of Lansing, Ingham County, Michigan, being described as: Commencing at the Southeast Corner of said Section 4; thence N0°15'01"E along the East section line, 702.80 feet; thence N89°44'59"W 33.00 feet to the Westerly line of East Street and the POINT OF BEGINNING; thence N0°15'01"E parallel with said East section line; thence N89°20'47"W 146.62 feet (previously recorded as Westerly 146.8 feet) to the Easterly line of North Larch Street; thence S17°38'01"W along said Easterly line of North Larch Street, 31.37 feet (previously recorded as S17°23'W 31.5 feet); thence S89°20'47"E 155.99 feet (previously recorded as Easterly 156.3 feet) back to the point of beginning. Said parcel contains 0.10 acres, more or less.

Pursuant to Section 1236.08 of  
the City of Lansing Subdivision  
Regulations, the lot division as  
indicated hereon is hereby  
approved.

 11/15/21  
ZONING ADMINISTRATOR Date

Prepared For: Lansing School District  
519 W Kalamazoo St.  
Lansing, MI 48933

COPY

<p>I, Terry R. Campbell, hereby certify that I have surveyed the above mapped and described property, and that this map complies with section 3 (a-f), Act 132, P.A. 1970 and that the Relative Positional Precision of each corner is within the limits accepted by the professional practice of surveying.</p>	<p style="text-align: center;"><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● FOUND CAPPED IRON</li> <li>○ SET CAPPED IRON</li> <li>● FOUND IRON</li> <li>■ FOUND CONCRETE MONUMENT</li> <li>(R) RECORD (M) MEASURED</li> </ul>	<p>Terry R. Campbell, P.S. No: 60806 ORIGINAL SIGNATURE IN BLUE</p> <hr/> <p style="text-align: center;">OFFICIAL SEAL</p>								
<p>Bearing Basis: NAD 83 - MSPC - South Zone</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE: October 22, 2021</td> <td style="width: 50%;">PAGE: Sheet 8 of 11</td> </tr> <tr> <td>SCALE: N/A</td> <td>REVISED:</td> </tr> <tr> <td>DWG NO: S21H03A</td> <td>DRAWN BY: TRC</td> </tr> <tr> <td>CLIENT: JOB LSD: S21H03A</td> <td>CHK:</td> </tr> </table>	DATE: October 22, 2021	PAGE: Sheet 8 of 11	SCALE: N/A	REVISED:	DWG NO: S21H03A	DRAWN BY: TRC	CLIENT: JOB LSD: S21H03A	CHK:	 <p style="font-size: 1.2em; font-weight: bold;">Campbell Surveying Engineering, Inc.</p> <p>Professional Surveying Services</p> <p>8437 Pineview Lake Drive      www.campbellse.com Linden, Michigan 48451      (989) 390-1189</p> <p style="font-size: 0.8em;">©2021, Campbell Surveying Engineering, Inc. REPRODUCTION IN ANY FORM PROHIBITED WITHOUT WRITTEN PERMISSION</p>	
DATE: October 22, 2021	PAGE: Sheet 8 of 11									
SCALE: N/A	REVISED:									
DWG NO: S21H03A	DRAWN BY: TRC									
CLIENT: JOB LSD: S21H03A	CHK:									

# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN

REGISTER OF DEEDS  
STAMP & FILE NUMBER

## Property Descriptions:

**Parcel A:**

Part of the Southeast ¼ of the Southeast ¼ of Section 4, T4N, R2W, City of Lansing, Ingham County, Michigan, being described as: Commencing at the Southeast Corner of said Section 4; thence N89°34'37"W along the South section line, 616.47 feet; thence N0°15'46"E 411.79 feet to the POINT OF BEGINNING; thence S89°30'34"E 257.57 to the Westerly line of North Larch Street; thence Northeasterly along said Westerly line of North Larch Street, 12.19 feet along a curve to the right, having a radius of 3869.72 feet, delta of 0°10'50" and a chord that bears N17°33'28"E a distance of 12.19 feet; thence N17°38'53"E along said Westerly line of North Larch Street, 436.88 feet; thence N89°35'48"W parallel with the South line of Thomas Street 36.82 feet; thence N0°13'32"W 10.01 feet to said South line of Thomas Street; thence N89°35'48"W along said South line of Thomas Street, 940.61 feet; thence Westerly continuing along said South line of Thomas Street, 12.64 feet along a curve to the left, having a radius of 288.02 feet, delta of 2°30'53" and a chord that bears S89°08'45"W a distance of 12.64 feet; thence S0°10'44"W 472.59 feet; thence S89°38'56"E 597.74 feet back to the point of beginning. Said parcel contains 9.77 acres, more or less.


**TOGETHER WITH :** a 50.00 foot wide easement for Storm and Sanitary Utilities being part of the Southeast ¼ of the Southeast ¼ of Section 4, T4N, R2W, City of Lansing, Ingham County, Michigan, described as: Commencing at the Southeast Corner of said Section 4; thence N89°34'37"W along the South section line, 616.47 feet; thence N0°15'46"E 50.00 feet to the North line of Douglas Avenue; thence N89°34'37"W along said North line of Douglas Avenue, 383.37 feet; thence Northwesterly along said North line of Douglas Avenue, 136.99 feet along a curve to the right, having a radius of 242.00 feet, delta of 32°26'01" and a chord that bears N73°21'37"W a distance of 135.17 feet; thence N57°08'36"W along said North line of Douglas Avenue, 69.13 feet; thence Northwesterly along said North line of Douglas Avenue, 201.77 feet along a curve to the left, having a radius of 359.00 feet, delta of 32°12'07" and a chord that bears N73°14'40"W a distance of 199.12 feet; thence N89°20'44"W along said North line of Douglas Avenue, 44.82 feet to the East line of Howard Heights Subdivision as recorded in Liber 5 of Plats, Page 49 Ingham County Public Records; thence N0°02'47"E along said East line of Howard Heights 263.72 feet to the POINT OF BEGINNING; thence Continuing N0°02'47"E along said East line of Howard Heights 50.00 feet; thence S89°38'56"E 210.44 feet; thence S0°10'44"W 50.00 feet; thence N89°38'56"W 210.32 feet back to the point of beginning.

Pursuant to Section 1236.08 of  
the City of Lansing Subdivision  
Regulations, the lot division as  
indicated hereon is hereby  
approved.

 11/15/21  
ZONING ADMINISTRATOR Date

Prepared For: Lansing School District  
519 W Kalamazoo St.  
Lansing, MI 48933

COPY

<p>I, Terry R. Campbell, hereby certify that I have surveyed the above mapped and described property, and that this map complies with section 3 (a-f), Act 132, P.A. 1970 and that the Relative Positional Precision of each corner is within the limits accepted by the professional practice of surveying.</p>	<p style="text-align: center;"><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● FOUND CAPPED IRON</li> <li>○ SET CAPPED IRON</li> <li>● FOUND IRON</li> <li>■ FOUND CONCRETE MONUMENT</li> <li>(R) RECORD (M) MEASURED</li> </ul>	<p>Terry R. Campbell, P.S. No: 60806 ORIGINAL SIGNATURE IN BLUE</p> <hr/> <p style="text-align: center;">OFFICIAL SEAL</p>										
<p>Bearing Basis: NAD 83 - MSPC - South Zone</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE: October 22, 2021</td> <td style="width: 50%;">PAGE: Sheet 9 of 11</td> </tr> <tr> <td>SCALE: N/A</td> <td>REVISED:</td> </tr> <tr> <td>DWG NO: S21H03A</td> <td>DRAWN BY: TRC</td> </tr> <tr> <td>CLIENT: JOB</td> <td>CHK:</td> </tr> <tr> <td>LSD: S21H03A</td> <td></td> </tr> </table>		DATE: October 22, 2021	PAGE: Sheet 9 of 11	SCALE: N/A	REVISED:	DWG NO: S21H03A	DRAWN BY: TRC	CLIENT: JOB	CHK:	LSD: S21H03A		<div style="text-align: center;">  <p><b>Campbell</b> Surveying Engineering, Inc. Professional Surveying Services</p> <p>8437 Pineview Lake Drive      www.campbellse.com Linden, Michigan 48451      (989) 390-1189</p> <p style="font-size: 0.8em;">©2021, Campbell Surveying Engineering, Inc. REPRODUCTION IN ANY FORM PROHIBITED WITHOUT WRITTEN PERMISSION</p> </div>
DATE: October 22, 2021	PAGE: Sheet 9 of 11											
SCALE: N/A	REVISED:											
DWG NO: S21H03A	DRAWN BY: TRC											
CLIENT: JOB	CHK:											
LSD: S21H03A												

# CERTIFICATE OF SURVEY

SECTION 4, T4N, R2W, CITY OF LANSING  
INGHAM COUNTY, MICHIGAN

The Relative Positional Precision (RPP) is defined as the length of the semi-major axis of the error ellipse at a 95% confidence level at each point and how it relates to every other point in the survey. A correctly weighted Least Squares adjustment was performed on the survey network to obtain these values. This table only list points that have been permanently monumented in the survey. The points in the table correspond to the Point Labels on the map. Other points in the network such as traverse points and temporary points have been omitted. The allowable RPP is from the 2016 ALTA standards. This information is supplied pursuant to the requirements of the Certified Survey Act 132, P.A. 1970, as amended, Sec. 3.(1).(a).(iii).

REGISTER OF DEEDS  
STAMP & FILE NUMBER

Relative Positional Precision Table  
Allowable (0.07 = 50 PPM)

PT	H	I	J	L	N	O	P	Q	R	T	U	W	X	Y	Z	AA	BB	CC	DD
H		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
I	0.02		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
J	0.02	0.02		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
L	0.02	0.02	0.01		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
N	0.02	0.02	0.01	0.01		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
O	0.02	0.02	0.01	0.01	0.01		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
P	0.02	0.02	0.02	0.01	0.01	0.01		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Q	0.02	0.02	0.02	0.02	0.01	0.01	0.01		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
R	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.01		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
T	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
U	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
W	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02	0.02	0.02	0.02	0.02
X	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02	0.02	0.02	0.02
Y	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02	0.02	0.02
Z	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02	0.02
AA	0.02	0.02	0.02	0.07	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02		0.02	0.02	0.02
BB	0.07	0.07	0.07	0.02	0.07	0.07	0.07	0.02	0.02	0.02	0.07	0.07	0.02	0.02	0.02	0.02		0.02	0.02
CC	0.02	0.02	0.02	0.02	0.02	0.07	0.02	0.07	0.07	0.07	0.02	0.02	0.07	0.07	0.07	0.07	0.07		0.02
DD	0.02	0.02	0.02	0.02	0.02	0.07	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.07	

Prepared For:  
Lansing School District  
519 W Kalamazoo St.  
Lansing, MI 48933

**COPY**

I, Terry R. Campbell, hereby certify that I have surveyed the above mapped and described property, and that this map complies with section 3 (a-f), Act 132, P.A. 1970 and that the Relative Positional Precision of each corner is within the limits accepted by the professional practice of surveying.

Bearing Basis: NAD 83 - MSPC - South Zone

DATE: October 22, 2021  
PAGE: Sheet 11 of 11

SCALE: N/A  
REVISED:

DWG NO: S21H03A  
DRAWN BY: TRC

CLIENT: JOB  
CHK:

LSD: S21H03A

**LEGEND**

- FOUND CAPPED IRON
- SET CAPPED IRON
- FOUND IRON
- FOUND CONCRETE MONUMENT
- (R) RECORD (M) MEASURED

**Campbell**  
**Surveying Engineering, Inc.**  
Professional Surveying Services

8437 Pineview Lake Drive  
Linden, Michigan 48451

www.campbellse.com  
(989) 390-1189

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Terry R. Campbell, P.S. No: 60806  
ORIGINAL SIGNATURE IN BLUE

OFFICIAL SEAL

**EXHIBIT A-5**

**DIVISION APPRAISAL**

# ERIC A. SCHERTZING

Ingham County Treasurer

[www.ingham.org](http://www.ingham.org)  
[eschertzing@ingham.org](mailto:eschertzing@ingham.org)

**Alan Fox**  
Chief Deputy Treasurer

Ingham County Courthouse  
P.O. Box 215  
Mason, MI 48854-0215  
(517) 676-7220

Veterans Memorial Courthouse  
313 W. Kalamazoo Street  
Lansing, MI 48933  
(517) 483-6515

## INGHAM COUNTY TREASURER'S CERTIFICATE FOR DIVISION OF PARCEL

I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the parcel(s) listed below, and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records of this office except as stated.

PARCEL(S) CERTIFIED:

33-01-01-04-477-001



\_\_\_\_\_  
On behalf of the Treasurer



\_\_\_\_\_  
Date

Eric Schertzing, Ingham County Treasurer  
Section 109(1)(i) of Act 288 of 1967, as amended



PETITION FOR LOT SPLIT  
CITY OF LANSING  
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: LS- 10-2021

DATE SUBMITTED: November 8, 2021

To the Honorable Mayor and City Council:

The undersigned do hereby petition for approval of the split described below:

500 E Thomas Street, Lansing, MI 48906 (C.W. Otto Middle School)

*street address, including zip code, or location of lot split*

Legal description:

Commencing 10.48 feet Southwesterly along Westerly line of North Larch Street from South line of Thomas Street; thence West 36.82 feet parallel with Thomas Street North 0°37'44" West 10 feet to South line of Thomas Street; thence West along said line to East line of North Garden Subdivision; thence South on East lines of North Gardens Subdivision and Howard Heights Subdivision to North line of Douglas Avenue; thence Easterly on North line of Douglas Avenue to point 50 feet North and 616.47 feet West of Southeast corner of Section 4; thence North 445.59 feet; thence East to Westerly line of North Larch Street, Northeasterly on Westerly line of North Larch Street to beginning; Section 4 Town 4 North, Range 2 West.

Applicant: Lansing School District, c/o Thrun Law Firm, Attn: Piotr Matusiak

Address (including zip code): PO Box 2575, East Lansing, MI 48826

Phone number: 517-374-8824

Fax number: 517-484-0001

Email: patusiak@thrunlaw.com

Name of owner: Lansing School District

Address (including zip code): 519 West Kalamazoo Street, Lansing, MI 48933

Phone number: 517-755-1000

Interest in property (please check one):

Option to buy

Owner

Lessee

Represent owner

Other (please specify): \_\_\_\_\_

IF MORE SPACE IS NEEDED FOR THE ITEMS LISTED BELOW, PLEASE ATTACH EXTRA SHEETS.

Number of lots: From: 1 To: 2

Zoning of the property to be split: Residential Adaptive Reuse (R-AR)



Describe the proposed development of these lots:

Parcel A (see attached survey): parcel is being sold to The Advancement Corporation (Metro Lansing Poor People's Campaign), which plans to use the parcel for a community center. Parcel B (see attached survey): the District plans to sell the parcel to the Gryphon Group, LLC, which plans to use property for affordable housing. The legal description for both Parcel A and Parcel B is in the attached survey.

Describe how this lot split compares with adjacent lot sizes:

Lot split will result in two parcels that are more comparable to adjacent lot sizes than the current parcel, which is larger than adjacent lots according to the City's Form-Based Code Zoning Map dated January 29, 2020.

If these lots are different in size than adjacent lots, explain how the area will benefit from these splits:

Currently, the property is vacant. Sale of the property and the lot split will benefit Lansing's population through the creation of a community center and an affordable housing development.

**Petition must include a site plan, as follows:**

- Drawn to a scale of at least 1" = 100'
- Existing and proposed lot lines
- Existing structures in relation to the existing and proposed lot lines
- All existing and proposed roads, easements, and other access points

Pursuant to Section 1236.08 of the City of Lansing Subdivision Regulations, the lot division as indicated hereon is hereby approved.

  
ZONING ADMINISTRATOR      Date

11/15/21

**FEES:**

Administrative	\$150.00
Planning Board / Council	\$250.00

**EXHIBIT A-6**

**TITLE COMMITMENT**

**(Covers more land than Property subject to sale)**

Issued Through:  
**CINNAIRE TITLE SERVICES, LLC**  
1118 S. Washington  
Lansing, MI 48910  
517-482-8555

Agents for: **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**ALTA COMMITMENT** **SCHEDULE A** **COMMITMENT NO. 704839**

1. Effective Date: **July 28, 2021, AT 8:00 am**
2. Policy or policies to be issued: **AMOUNT**
  - (a) **OWNERS POLICY** **\$1.00**  
Proposed Insured:  
**Metro Lansing Poor People's Campaign, a Michigan nonprofit corporation**
  - (b) **MORTGAGEE POLICY**  
Proposed Insured: **(WITH STD. EXCEPTIONS)**

3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

**Lansing School District**

4. The land referred to in this commitment is situated in the County of Ingham, State of Michigan, is described as follows:

**Parcel 1:**

**Commencing 10.48 feet Southwesterly along Westerly line of Norht Larch Street from South line of Thomas Street; thence West 36.82 feet parallel with Thomas Street North 0°37'44" West 10 feet to South line of Thomas Street; thence West along said line to East line of North Garden Subdivision; thence South on East lines of North Gardens Subdivision and Howard Heights Subdication to North line of Douglas Avenue; thence Easterly on North line of Douglas Avenue to point 50 feet North and 616.47 feet West of Southeast corner of Section 4; thence North 445.59 feet; thence East to Westerly line of North Larch Street, Northeasterly on Westerly line of North Larch Street to beginning; Section 4 Town 4 North, Range 2 West.**

**Address: 500 E. Thomas Street, Lansing, MI 48906**

**Parcel 2:**

**Commencing on West line of North East Street 702.8 feet North and 33 feet West of Southeast corner of Section 4; thence North 30 feet, Westerly parallel to South line of Thomas Street 146.8 feet to East line of North Larch Street; thence South 17°23' West on East line of North Larch Street 31.5 feet; thence Easterly parallel to South line of Thomas Street 156.3 feet to beginning, Section 4, Town 4 North, Range 2 West.**

**Continuation of SCHEDULE A**

**Commitment No. 704839**

**Address: N. Larch Street, Lansing, MI 48906**

**COUNTERSIGNED:  
CINNAIRE TITLE SERVICES, LLC**

**\_\_\_\_\_  
AUTHORIZED SIGNATORY**

**This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.  
SCHEDULE A of this commitment--Page 2**

The following requirements to be complied with:

1.     **(a) Pay the agreed amount for the interest in the land/or the mortgage to be insured.**
  - (b) Pay us the premiums, fees and charges for the policy.**
  - (c) Documents satisfactory to us, creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.**
  - (d) Payment of all taxes due, if any, at the date of this Commitment.**
2.     **Record deed to the proposed insured.**
3.     **Provide resolution from the Lansing School District authorizing the proposed transaction.**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. **Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**
  - (a) **Any discrepancies or conflicts in boundary lines, any shortage in area, or any encroachments or overlapping of improvements.**
  - (b) **Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of person in possession thereof.**
  - (c) **Easements or claims thereof, which are not shown by the public record.**
  - (d) **Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.**
2. **Terms and conditions of Right of Way in favor of the City of Lansing, recorded on September 26, 1973 in Liber 1116, Page 1101, Ingham County Records.**
3. **Terms and conditions of Right of Way in favor of Consumers Power Company, recorded on November 22, 1938 in Liber 21, Page 355, Ingham County Records.**
4. **Tax Information**
  - Parcel 1:**
    - 33-01-01-04-477-001**
    - 2021 Summer Tax - \$0.00**
    - 2020 Winter Tax - \$0.00**
  
  - Parcel 2:**
    - 33-01-01-04-478-021**
    - tax exempt**

LIBER 1116 PG 1101

Know All Men by These Presents, That Lansing School District, Division of Business and Physical Plant; 430 North Larch Street, Lansing, Michigan Robert W. Walker, Asst. Supt. N.I.

party of the first part, for and in consideration of the sum of One (\$1.00) Dollar

dollars, to be paid to said party of the first part, from the funds of the sewer hereinafter mentioned by the City of Lansing, Ingham County, Michigan, party of the second part, do hereby release and convey to said second party, and to its successors forever, the right of way across and through the following described land, situate in the City of

Lansing, Ingham County, Michigan, viz: That part of the SE 1/4 of Section 4, T3N, R2W, Ingham County, Michigan beginning on the South line of said Section 4 at a point West 1366.0 feet from the Southeast corner of said Section, thence continuing West 447.50 feet along said South Section line, thence N 0° 02' 40" W 300.0 feet parallel with the West line of Supervisor's Plat No. 9 a subdivision of a part of the S 1/2 of the SE 1/4 of Section 4, and a part of the NE 1/4 of the NE 1/4 of Section 9, T3N, R2W, City of Lansing, Ingham County, Michigan, as recorded in Liber 12 of Plats on page 37, of Ingham County Records, thence West 300.07 feet parallel with the South Section line, thence N 0° 02' 40" W 664.26 feet parallel with the West line of said Plat, thence East 225.87 feet parallel with said South Section line, thence N 0° 02' 40" W 25.74 feet parallel with the West line of said Plat, thence parallel with said South Section line East 687.50 feet to the Northeast corner of Lot 2 of said Supervisor's Plat No. 9, thence along the East line of said lot 2 S 0° 02' 40" E 412.50 feet to the Northwest corner of Lot 15 of said Plat, thence East 112.6 feet to the Northeast corner of said lot 15, thence south 0° 02' 40" E 82.50 feet to the Southeast corner of said Lot, thence West 112.0 feet to the Southwest corner of said Lot, thence South 0° 02' 40" E 165.0 feet along the East line of said Lot 2, thence West 148.50 feet, thence South 0° 02' 40" E 277.0 feet to the North line of Miller Road, thence West 16.50 feet along said North line to the Southwest corner of said Lot 2, thence S 0° 02' 40" E 33.0 feet to the point of beginning, subject to the right of way of Miller Road, Curry Lane and any other rights of way or easements of record.

Easement Description: a) A strip of unplatted land 40 feet wide, centered 20 ft. on either side of a centerline commencing at a point 1793.5 ft. West and 33 ft. North of the Southeast corner of Section 4, thence N 0° 02' 40" W 273 ft., thence N 30° 02' 40" W 194 ft. to a point 473 ft. North and 1000.5 ft. West of said section corner. b) Also, a strip of land 60 ft. wide, centered 30 ft. on either side of a centerline beginning a point 1888.5 ft. West and 300 ft. North of said Section corner, thence commencing N 0° 02' 40" W 664.26 ft.. c) Also, a strip of land 40 ft. wide parallel and adjacent to the North line of the above described property commencing from a line 1888.5 ft. West of the Southeast corner of Section 4, thence East to the West line of Lot No. 3 of Supervisor's Plat No. 9, also, a strip of land 40 ft. wide, parallel and adjacent to the West line of said Lot No. 3, extending from the North line of the above described property to the South right of way line of Curry Lane and there terminating. d) This easement shall include an additional 20' temporary construction easement on either side of permanent sewer known as: The Weigman Relief Storm Sewer and Curry Lane Branch Drain and sanitary sewer.

This Document is exempt from the Transfer Tax under Public Act 327 of 1968, Sec. (5a). according to the survey and plans thereof in the office of the City Engineer of said second party, together with the right of said second party and its agents to enter upon said land and construct said sewer and repair the same from time to time. Said first party also releases sufficient ground on either side of the center line of said drain for the construction thereof. The owner will not be assessed for the cost of this cross lot sewer. The property will be restored to its present condition. The easement recorded in Liber 72 Page 383 across this property will be abandoned upon recording of this document with the Register of Deeds and upon completion of construction of this project.

In witness whereof, the said party of the first part have hereunto set their hand and seal this 21st day of August A. D. 1973

In presence of RECORDED Robert W. Walker, Asst. Supt. N.I., Lansing School District, Division of Business and Physical Plant. Copydon James Kernan SEP 26 11 29 AM '73 REGISTER OF DEEDS Irene B. Malvik and M. L. Lusk INGHAM COUNTY, MICH.

RECEIVED AUG 7 1973 PHYSICAL PLANT DEPT.

LIBER 1116 pg 1102

State of Michigan }  
County of Ingham } ss.

On this 21<sup>st</sup> day of August A. D. 1973, before me a

Notary Public \_\_\_\_\_ in and for said County,

personally appeared Robert W Walker - Assist. Supt. N. I. S. - U  
Lansing School District  
D. V. of Business & Physical Plant. 625

to me known to be the same person - described in and who executed the foregoing instrument  
and acknowledged that - he - executed the same for the intents and purposes therein mentioned.

Robert L. Lathrop  
Notary Public in and for Ingham County, Michigan.

My commission expires February 7 1976

ROBERT L. LATHROP  
Notary Public, Ingham County, Mich.  
My commission expires Feb. 7, 1976

This document prepared by:

George H. Swanson  
Design Engineer  
Public Service Department  
City of Lansing

72-302

TO

**The City of Lansing**

Release of Right of Way for

\_\_\_\_\_

49412-9884 #000700 KMS

City of Lansing  
Public Service Dept  
132 City Hall  
Lansing, MI 48733

5.00

31



554  
3/21/38  
4-260

LIBER 21 355  
RIGHT OF WAY

Parcel No. 17

School District of the City of Lansing, Lansing, Michigan, a municipal corporation,

of the first part, in consideration of One Dollar (\$1.00) to it paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the City of Lansing, its successors and assigns, Forever, the easement and right to lay, construct and maintain gas mains, with the usual services, connections and accessories, for the purpose of transmitting and distributing gas, in, through and across the following described parcel of land, including all public highways upon or adjacent to said parcel, which parcel is, situate in the City of Lansing

County of Ingham, and State of Michigan, to-wit: A parcel of land containing eight (8) acres off the West side of the following described parcel of land: Commencing at the Southeast corner of Section four (4), Township four (4) North, Range two (2) West; thence North thirty (30) rods to a point, thence West eighty (80) rods to a point, thence South thirty (30) rods to a point, thence East eighty (80) rods to the place of beginning.

The route to be taken by said gas mains across said land being more specifically described as follows: In an Easterly and Westerly direction in, under, through and across said above described land North of and along and not more than six (6) feet from the South line of said land.

It is understood and agreed that said gas mains shall be laid under ground and that, following said installation or repairs, the surface of the ground shall be restored to like condition as before such installation or repairs.

With full right and authority the party of the second part, its successors and assigns, and its and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining said gas mains, services, connections and accessories. In the event first party shall determine that, due to building operations or other improvements or resale of said real estate, it shall be necessary to remove or relocate said gas mains and connections, it shall then give written notice of at least 90 days to second party; and second party shall thereupon remove or relocate the same without expense to first party.

WITNESS the hand and seal of the parties of the first part this 22nd day of November 1938.

Signed, Sealed and Delivered in Presence of

SCHOOL DISTRICT OF THE CITY OF LANSING

H. L. Chamberlin  
H. L. Chamberlin

Evelyn E. Rhoades  
Evelyn E. Rhoades

M. C. Henshaw  
M. C. Henshaw

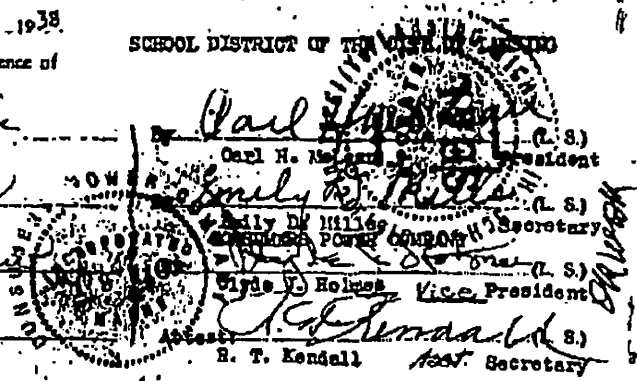
R. A. Kennedy  
R. A. Kennedy

Paul H. ... (L.S.)  
Carl H. ... (L.S.) President

Emily ... (L.S.)  
Secretary

W. ... (L.S.)  
Vice President

R. T. Kendall (L.S.)  
R. T. Kendall Secy. Secretary



SE 1/4 OF FRACTIONAL SECTION 4  
 CENTER POINT SEC. 4  
 CHILSON ST.

These parcels posted in documentary.

23	26	22	10	11	18	40	27	16	17	19	6A	15	6B	14	13	15	25	7A
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GIER PARK

GIER  
 STARK  
 GIER SCHOOL

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 100

SEC 4

Road

Parcels 1-19, 20-21, 23, 24, 25, 26, 27

Scale 1" = 200' ±

G. K. ... 1918-20

1/8" LINE  
 CENTER LINE  
 1/2" OR VARIETY LINE  
 BOUNDARY

MAP 16

***APPENDIX B***

**Legal**

Exhibit

- Form of Purchase Agreement ..... B-1
- Form of Property Covenants, Conditions and Restrictions ..... B-2
- Form of Warranty Deed..... B-3

**EXHIBIT B-1**

**PURCHASE AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Lansing School District, a Michigan school district operating under the Revised School Code, MCL 380.1, *et seq*, as amended, whose address is 519 West Kalamazoo Street, Lansing, Michigan 48933 (the "Seller") and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Purchaser"), for the transfer by the Seller to the Purchaser of property located in the City of Lansing, Ingham County, Michigan, described as follows:

[Insert Legal Description]

Tax Identification No. \_\_\_\_\_

(hereinafter sometimes the "Property"), upon the following terms and conditions:

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the Property and, if any, all easements and all other interests and rights of Seller that are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road, or avenue in front of, within, adjacent to, or adjoining such land.

II. Purchase Price. The Property shall be purchased for the sum of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00). The entire purchase price shall be paid in certified funds by Purchaser to Seller at closing.

II. Property Description. The Property consists of a parcel of land of approximately \_\_\_\_ acres in size located at \_\_\_\_\_, together with all easements, rights, improvements, appurtenances, and hereditaments, and with property tax parcel identification number \_\_\_\_\_. The exact boundaries, size, and topography of the Property shall be determined by survey to Purchaser's satisfaction. Purchaser, at its sole cost, shall have the surveyor provide an ALTA survey, including a legal description of the property to which Seller and Purchaser agree to be used for a title commitment. The survey shall be certified to the Seller, the Purchaser, and the title company.

IV. Deposit. The Seller and Purchaser acknowledges that it has received a deposit from the Seller in the amount of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_.00). At closing, the deposit amount shall be credited to the purchase price.

V. Closing. Closing of the sale described herein shall take place at the office of Seller's Superintendent of Schools or at Seller's option, the title company which provides the title commitment as required in Paragraph X, herein, within ten (10) days following the date that all documents are prepared and approved, but in no event shall the closing be held later than \_\_\_\_\_ (\_\_\_\_) days from the date of this Agreement.

VI. Property Taxes and Assessments. Purchaser shall be responsible for all property taxes and assessments on the Property that become due after the date of closing.

VII. Inspections and Zoning Approvals. The sale of the Property shall be contingent upon the Purchaser's testing, analysis, inspection, and evaluation of the Property and zoning approvals. The Purchaser shall have \_\_\_\_\_ ( ) days from the effective date of this Agreement in which to obtain such investigations, evaluations, and testing of the Property and obtaining any zoning approvals (the "Inspection Period"). Purchaser's inspections and zoning approvals may include: (a) a physical inspection of aspects of the Property; (b) an environmental analysis and investigation of the property; (c) investigating the availability and condition of utility and sewage services and systems, including but not limited to gas, water, electric, sanitary sewer, storm sewer, and telephone services and systems; (d) making soil tests, borings, and other engineering, environmental, and architectural tests and evaluations; (e) reviewing and analyzing all applicable building and use restrictions, building codes, and all other federal, state, and local statutes, codes, ordinances, rules, and regulations relating to the ownership, development or use of the Property (subparagraphs (a) and (e) shall be referred to as the "Inspections"); and (f) the obtaining of any approval for zoning, re-zoning, special use permits, site plans or any other regulatory approvals from the City of Lansing (the "Zoning Approvals"). The Purchaser shall indemnify and hold Seller harmless from and against any liability, including attorneys' fees incurred by the Seller arising out of the acts or omissions of Purchaser or Purchaser's agents or employees with regard to the Inspections and/or Zoning Approvals. In the event the Purchaser is dissatisfied with the results of the Inspections or Zoning Approvals, Purchaser shall have the option to rescind and terminate this Agreement without penalty or liability by notifying the Seller in writing prior to the expiration of the Inspection Period. In the event of such termination, the Seller shall return the deposit amount mentioned in Paragraph IV above and Purchaser shall deliver to the Seller, free of charge, a copy of any and all reports or surveys prepared in accordance with this Paragraph VII. All of Purchaser's Inspections and Zoning Approvals shall be performed at Purchaser's sole cost and expense.

VIII. Disclaimer of Warranties. AT THE CLOSING, THE PURCHASER WILL CONFIRM IN WRITING THAT IT HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS. EXCEPT FOR THE WARRANTIES CONTAINED IN PARAGRAPH IX, HEREIN, CONCERNING THE STATUS OF TITLE OF THE PROPERTY, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE PROPERTY.

IX. Environmental Matters. It is the intention and agreement of the Seller and the Purchaser that following conveyance of the Property to the Purchaser, the Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown that may be in or about the Property, and, as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree if a conveyance of the Property occurs:

(a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of and indemnify the Seller from, including payment of Seller's actual attorneys' fees, any and all environmental assessments and remedial actions, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) The Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to ensure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations and are not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(c) The Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties and indemnify the Seller, including payment of Seller's actual attorneys' fees, from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, or order or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchaser.

(d) The Purchaser shall not look to the Seller or its successors or assigns for any reimbursement, apportionment, or contribution with respect to the liability assumed and expenditures incurred by Purchaser pursuant to subparagraphs (a), (b), and (c) above by reason of the existence of any hazardous waste (as above defined) or that may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) The provisions of this Paragraph IX shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(f) This Paragraph IX shall inure to the benefit and be binding upon the Purchaser and its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(g) The provisions of subparagraphs (a) through (f), above, shall survive closing. At the Seller's option, at the closing, the provisions of subparagraphs (a) through (f) shall be placed in recordable form, signed, and acknowledged by Purchaser and Seller and then recorded by Seller, at its expense, with the Ingham County, Michigan, Register of Deeds.

X. Evidence of Title. The Seller shall, at its expense, as soon as practical and in any event within fifteen (15) days from the effective date of this Agreement, provide Purchaser with a commitment for an owner's policy of title insurance in the amount of the purchase price, showing Seller's title to be in good and marketable condition, with standard printed exceptions removed at closing and subject to mortgages, judgments, and other liens that can and will be satisfied out of the proceeds of sale, easements, restrictions and reservations of record, taxes, and assessments not yet due and payable and any matters that would be shown by an accurate land title survey. The title commitment shall be updated as of the date of closing. Within fifteen (15) days of receipt of the commitment for title insurance, the Purchaser shall notify Seller of any restrictions, reservations, limitations, easements, liens, and other conditions of record (together hereinafter called "Title Defects"), disclosed in such commitment that would unreasonably interfere with Purchaser's proposed use of the Property. Should Purchaser notify the Seller of any such Title Defects, Seller shall have until the closing date to cure or remove same. If such objections are not cured by the date set for closing, the Purchaser may, at Purchaser's option, terminate this Agreement, or alternatively set a date with Seller to extend the closing date to a mutually agreed upon closing date so as to provide Seller with an additional opportunity to cure said Title Defects. In the event such reasonable objections are not cured by the date set for closing or any extension thereof and Purchaser elects not to waive its title objections,

Purchaser may terminate this Agreement and neither party shall have any further liability to the other under this Agreement.

XI. Attorney's Opinion. Purchaser acknowledges that Seller has recommended that the Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the closing.

XII. Development Restrictions. The following restrictions (collectively, subparagraphs ( ) and ( )) are the "Development Restrictions") will be imposed upon the Purchaser:

[INSERT DEVELOPMENT RESTRICTIONS]

XIII. Warranty Deed. At the Closing, Seller shall deliver to Purchaser a good and sufficient general warranty deed. Said deed shall warrant title to the Property free and clear of all liens, encumbrances, and conflicting claims of ownership other than the following:

- (a) building and zoning laws, ordinances, and regulations;
- (b) recorded and existing building and use restrictions or other restrictions relating to the use or improvement of the Property;
- (c) recorded and existing restrictions, if any;
- (d) recorded and existing utility or roadway easements, and rights-of-way; and,
- (e) all other rights, restrictions, reservations, easements, and other matters of record disclosed in the commitment for title insurance mentioned in Paragraph X, above.
- (f) the Development Restrictions stated in Section XII ( ) and ( ) above.

XIV. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

XV. Cost of Closing. At Closing, the Seller shall pay for the Title Insurance required pursuant to Paragraph X herein, transfer tax (if any), preparation of any Warranty Deed and/or services on behalf of the Seller. At closing, the Purchaser shall pay the costs or fees for recording the Warranty Deed, including the Property Development Declaration of Development Requirements, Conditions and Restrictions, preparation and filing of the Real Property Transfer Affidavit, any inspections, zoning approvals, and attorney's opinion and/or services on behalf of Purchaser. The Seller and the Purchaser shall each pay one-half (1/2) of the closing fee imposed by the title company for closing this transaction.

XVI. Termination. If, by reason of the other party's inability to perform a provision of this Agreement, either Purchaser or Seller is not obligated to complete this Agreement, then either Purchaser or Seller may terminate this Agreement by delivering to the other party written notice of termination and, thereupon, this Agreement shall terminate with the same effect as though the Agreement had never been entered into. Purchaser or Seller may nevertheless waive one or more conditions, the fulfillment of which are conditions precedent to their performance, without prejudice

to their right subsequently to assert other conditions or to make a claim against the other party with respect to any breach of the representations or warranties made by that party.

XVII. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party.

XVIII. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XIX. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

XX. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XXI. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

XXII. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

*(Signatures appear on the following page)*



**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SELLER:**

**LANSING SCHOOL DISTRICT,  
a Michigan general powers school district**

By: \_\_\_\_\_  
Ben Shuldiner

Its: Superintendent of Schools

Dated: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT B-2**

**PROPERTY DEVELOPMENT  
DECLARATION OF DEVELOPMENT REQUIREMENTS,  
CONDITIONS, AND RESTRICTIONS**

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Lansing School District, a Michigan general powers school district operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 519 West Kalamazoo Street, Lansing, Michigan 48933 (the "District").

**WITNESSETH:**

**WHEREAS**, the District is the owner of certain real property located in the City of Lansing, Ingham County, Michigan, which property is more particularly described in the legal description that is attached hereto and made a part hereof as Attachment "1" (the "Property"); and,

**WHEREAS**, the District proposes to transfer the Property to \_\_\_\_\_, a \_\_\_\_\_, or its permitted assigns (the "Developer") pursuant to a Purchase Agreement dated \_\_\_\_\_, 2022, and intends to develop the Property in accordance with the requirements, conditions, and restrictions contained herein;

**WHEREAS**, the District owns other real estate that will be transferred and developed as part of, and in conjunction with, the development of the Property; and,

**WHEREAS**, to promote the efficient, harmonious, and beneficial development and use of the Property, the District desires to impose upon the Property the requirements, conditions, and restrictions contained herein.

**NOW, THEREFORE**, the District hereby declares that the Property and any part thereof shall be held, improved, developed, transferred, dedicated, leased, subleased, occupied, sold, and conveyed subject to the following covenants, conditions, reservations, and restrictions, which shall run with the land and shall be binding upon an inure to the benefit of all parties owning, occupying, and otherwise having any interest (including a mortgage interest) in land within the Property and their respective heirs, personal representatives, successors, and assigns.

**ARTICLE I**  
**PERMITTED USES**

Section 1.1. Prohibited Uses. The following uses ("Prohibited Uses") shall not be allowed on the Property:

[INSERT PROHIBITED USES]

Section 1.2. Prohibition Against Other Uses. The Property shall not be used for other than the permitted use described in Section 1.1 above. The use of any of the Property for purposes other than

permitted uses shall be subject to the remedies described in Article III below, among other remedies otherwise available.

**ARTICLE II**  
**DEVELOPMENT RESTRICTIONS**

Section 2.1. Development Restrictions. The District agrees that at the time it sells the Property to the Developer the following development restrictions (the "Development Restrictions") will be imposed.

[INSERT DEVELOPMENT RESTRICTIONS]

**ARTICLE III**  
**ENFORCEMENT AND REMEDIES**

Section 3.1. Standing to Enforce Violations, Hold Harmless, and Indemnification. The District or its assigns shall have the right and the standing to enforce any or all of the requirements, conditions, restrictions, and other provisions of this Declaration. In addition, the District may, in its sole discretion, assign to any third party its rights to enforce any of the restrictions contained herein. The Developer agrees not to challenge the standing of any District assignee to enforce these restrictions. The Developer agrees to indemnify and hold harmless the District, its Board of Education members, administrative officers, and agents from any costs and expenses, including attorney's fees, incurred as a result of any individual or other entity's enforcement of any requirements, conditions, or restrictions contained herein.

Section 3.2. Remedies Available to District. The Developer and all other owners, lessees, mortgages, or other parties having any interest in the Property hereby authorize and empower the District or its assigns after reasonable notice in writing and opportunity to cure, and to enter upon any part of the Property, including any building or structure thereon, for the purpose of correcting, remedying, completing, or abating any violation of the covenants, conditions, restrictions, and other Provisions of this Declaration.

Section 3.3. District's Entitlement to Reimbursement. The District or its assigns shall be entitled to reimbursement for all actual costs, including out-of-pocket costs and attorneys' fees, incurred by it in correcting, remedying, preventing, or abating any violation of this Declaration, including taking any of the actions described in Section 3.2 above. It shall be the responsibility of the Developer or any owner of the Property on which the violation occurs to make such reimbursement, whether or not the Developer or other property owner was responsible for the violation or is able to obtain reimbursement from the party responsible for the violation. The Developer or other property owners' obligation to make such reimbursement shall constitute a lien on the Property, and such lien may be foreclosed by appropriate judicial proceedings but is subordinate to the first mortgage lien of any institutional lender.

Section 3.4. Injunctive Relief; Costs. If the District or its assigns seek to enforce any of the covenants, conditions, restrictions, or other provisions of this Declaration, it shall be entitled to immediate (including preliminary) injunctive relief against any actual or probable violation of or noncompliance with the provisions contained in this Declaration. If one or more owners of, or one or more institutional lenders holding a first mortgage lien on any of the parcels within the Property, seeks to enforce any restriction, prohibition, or other provision contained herein, any request for injunctive relief shall be subject to the customary judicial standards for determining whether injunctive relief is appropriate. The District shall be entitled to all costs attendant upon any enforcement of the terms of this Declaration, including reasonable attorneys' fees.

Section 3.5. Liquidated Damages. The District and the Developer agree that due to the difficulty of quantifying the damages that the District will incur as a result of the Developer's breach of the Development Restrictions, the Developer, and its successors and assigns agree to pay the District \$500 per day as liquidated damages, not as a penalty, for any day for which the Property is in breach of any of the use and/or development restrictions contained in Articles I and II above.

Section 3.6. District's Remedies Cumulative. The District's remedies as contained in this Article III shall be in addition to and cumulative of any other remedies or forms of relief otherwise available to the District.

#### **ARTICLE IV** **DISCLAIMER OF LIABILITY**

Section 4.1. Disclaimer of the District's Liability. The terms of this Declaration granting the District the authority to take action with respect to Property are intended solely to enable the District to achieve and maintain what it deems to be the proper use and development of the Property. The District shall have no liability or obligation for any act or failure to act with respect to the subject matter of this Declaration including (without limitation) any act or omission.

#### **ARTICLE V** **MISCELLANEOUS**

Section 5.1. Titles. The titles of sections are intended merely for the purpose of providing convenient reference and shall not be considered interpreting or construing any provision of this Declaration.

Section 5.2. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Michigan.

Section 5.3. Conflict With Applicable Law. The requirements, conditions, and restrictions contained in this Declaration shall not be taken as permitting any action or anything prohibited by the applicable zoning laws, any laws, ordinances, or regulations of any governmental authority or by specific restrictions otherwise imposed. In the event of any conflict, the most restrictive provision shall govern and control.

Section 5.4. Invalidity. If any provision contained in this Declaration shall be held invalid, such invalidity shall not affect any of other provision of this Declaration that can be given effect without the invalid provision, and, to this end, the provisions contained herein are severable.

Section 5.5. Binding Effect. The provisions contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 5.6. Notices. Any notices or approvals of any kind required or permitted under this Declaration shall be in writing and shall be deemed duly delivered. If delivered in person or if mailed by Certified Mail, Return Receipt Requested, postage prepaid to the appropriate party as follows:

(a) If to the District: Lansing School District  
Attention: Superintendent of Schools  
519 West Kalamazoo Street  
Lansing, Michigan 48933

(b) If to the Developer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or at such other address or to the attention of such other individual as shall be specified by the respective parties, their successors, and assigns, by written notice.

Section 5.7. Governmental Immunity. Nothing contained in this Declaration is intended to, or shall constitute, any waiver of the protections afforded the District under a claim of governmental immunity.

**ARTICLE VI**  
**DURATION**

Section 6.1. Duration of Covenants. This Declaration of Development Requirements, Conditions and Restrictions shall expire and no further force or effect after \_\_\_\_\_, 20\_\_.

This declaration is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and from real estate transfer tax pursuant to the provisions of MCL 207.526(h)(i).

*(Signatures appear on the following page)*

IN WITNESS WHEREOF, Lansing School District has executed this Declaration of Covenants, Conditions and Restrictions effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LANSING SCHOOL DISTRICT,  
a Michigan general powers school district**

By: \_\_\_\_\_  
Ben Shuldiner  
Its: Superintendent of Schools  
Date: \_\_\_\_\_, 2022

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2022,  
by Ben Shuldiner, Superintendent of Schools, Lansing School District.

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**CONSENT OF DEVELOPER**

\_\_\_\_\_ consents to the development requirements, conditions and  
restrictions contained in this Declaration.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, \_\_\_\_\_,  
a \_\_\_\_\_.

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

<b>Prepared By:</b>	<b>After Recording Return To:</b>
Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, Michigan 48826-2575	Lansing School District Attn: Ben Shuldiner Superintendent of Schools 519 West Kalamazoo Street Lansing, MI 48933

**ATTACHMENT "1"**

Real property located within the City of Lansing, Ingham County, Michigan, legally described as follows:

[Insert Legal Description]

Tax Identification No. \_\_\_\_\_

**EXHIBIT B-3**

**WARRANTY DEED**

This Warranty Deed, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Lansing School District, a Michigan general powers school district, operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 519 West Kalamazoo Street, Lansing, Michigan 48933 ("Grantor") and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Grantee"). The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Lansing, Ingham County, Michigan, to wit:

[Insert Legal Description]

Tax Identification No. \_\_\_\_\_

(the "Premises" or this "Property"),

Together with all tenements, hereditaments, and improvements thereunto belonging or in any way appertaining for the sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_) paid to the Grantor.

This conveyance is subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. Restrictions imposed by zoning ordinances or as part of a general plan;
4. All easements, rights of ways, restrictions, and other exceptions contained in the Commitment for Title Insurance issued by \_\_\_\_\_, Commitment No. \_\_\_\_\_ (Issue Date: \_\_\_\_\_, 2022, at 8:00 a.m.).
5. The Property Development Declaration of Development Requirements, Conditions and Restrictions recorded along with this Deed.

The Grantor grants to the Grantee the right to make all permitted division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This Property may be located within the



vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This deed is exempt from the Michigan transfer tax pursuant to Section 5(h) of Act 134 of the Public Acts of 1966, MCL 207.505(h), as amended and Section 6(i) of Public Act 330 of 1993, MCL 207.526(i), as amended.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

**GRANTOR:**

**LANSING SCHOOL DISTRICT,  
a Michigan general powers school district**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Ben Shuldiner

Its: Superintendent of Schools

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2022,  
by Ben Shuldiner, Superintendent of Schools, Lansing School District.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

<b>Prepared By:</b>	<b>After Recording Return To:</b>
Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, Michigan 48826-2575	Grantee