AGENDA
Committee on Public Services
Monday, July 8, 2019 @ 3:30 p.m. (note day/time)
City Council Conference Room, City Hall 10th Floor

Council Member Peter Spadafore, Chair
Council Member Kathie Dunbar, Vice Chair
Council Member Jeremy Garza, Member

1) Call to Order

2) Public Comment on Agenda Items

3) Minutes
   • June 18, 2019

4) Discussion/Action:
   A.) RESOLUTION – ACT-13-2019; Grant Easement –
       600 Block East Michigan Avenue Public Right of Way;
       600 E. Michigan Lansing LLC

5) Other

6) Adjourn
<table>
<thead>
<tr>
<th><strong>NAME</strong></th>
<th><strong>ADDRESS</strong></th>
<th><strong>Purpose for Attending</strong></th>
<th><strong>Email Address</strong></th>
<th><strong>PHONE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Kicola</td>
<td>330 Marshall St Suite 100 - Lansing</td>
<td>Applicant - CEN F. michigan Act 35</td>
<td><a href="mailto:j.kicola@gillegate-sup.com">j.kicola@gillegate-sup.com</a></td>
<td>517-383-4123</td>
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<tr>
<td>Joe Ablon</td>
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<td>Michael Mark</td>
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<td>517-575-0650</td>
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CALL TO ORDER
The meeting was called to order at 4:09 p.m.

ROLL CALL
Council Member Peter Spadafore, Chair
Council Member Kathie Dunbar, Vice Chair
Council Member Jeremy Garza, Member- excused

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Greg Venker, Assistant City Attorney
Lisa Hagen, Assistant City Attorney

Public Comments
No public comments.

Council Member Spadafore passed the gavel to Council Member Dunbar.

Minutes
MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM JUNE 4, 2019. MOTION CARRIED 2-0.

Council Member Dunbar passed the gavel to Council Member Spadafore.

Discussion
RESOLUTION – Introduction and Set Public Hearing; Ordinance to amend the Lansing Codified Ordinances by Amending Chapter 606, Section 606.03 to require signs or advertisements on sales and auctions to include contact information
Council Member Spadafore explained to the Committee that currently there is no requirement for an address on a sign advertising sales or auctions noting the location of the sale. To address will be required so not to have it stay in the right of way indefinitely. This will require the address of the sale and contact information of the person conducting the sale. Council Member Spadafore confirmed he also spoke to Economic Development & Planning and they do not have an issue with the change. Council Member Dunbar asked how the change would address farm market signs that are put up weekly with directional arrows. Council Member Spadafore confirmed those are in violation of the current ordinance, but without having to redo
the signs completely, the organizations could create labels for the signs with the now required information. These amendments will address signs being left indefinitely on the streets.

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION TO INTRODUCE AND SET THE PUBLIC HEARING FOR JULY 8, 2019 ON THE ORDINANCE TO AMEND CHAPTER 606, SECTION 606.03. MOTION CARRIED 2-0.

Other
No other discussions.

ADJOURN
The meeting was adjourned at 4:14 p.m.
Submitted by Sherrie Boak,
Recording Secretary
Lansing City Council
Approved: __________________________
BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING


WHEREAS, 600 E Michigan Lansing LLC requests an easement along the south edge of the Michigan Avenue public right of way between Larch Street and the East Street public right of way for a building footing; and

WHEREAS, the proposed building will contain a grocery store, hotel and housing; and

WHEREAS, the proposed easement would extend approximately 2' into the Michigan Avenue right of way at a depth of between 2' and 9'; and

WHEREAS, the location of the proposed building footing would not conflict with any known underground utilities; and

WHEREAS, the relocation of any utilities found during construction would be the responsibility of 600 E Michigan Lansing LLC; and

WHEREAS, the Planning Board, at its meeting on July 2, 2019 reviewed the location, character, and extent of the proposal in accordance with its Act 33 Review procedures and found that:

- The easement is located in a commercial area, and the proposed footing would not interfere with existing utilities or the public's use of the right of way,
- The footing will be installed underground, so the effect on the character of the surrounding area is negligible,
- The width of the proposed easement (2') is necessary and appropriate to install and maintain the footing, and will not adversely affect City operations or public use of the right of way; and

WHEREAS, the Planning Board voted unanimously (4-0) to recommend approval of Act-13-2019, a non-exclusive easement to 600 E Michigan Lansing LLC to locate an underground building footing along the south edge of the Michigan Avenue public right of way between Larch Street and the East Street right of way; and

WHEREAS, the estimated the value of the subject easement is $2,980.00; and

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

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves Act-13-2019, a non-exclusive easement to 600 E Michigan Lansing LLC, legally described as:
An area of land between two and six feet below the surface and within Michigan Avenue, City of Lansing, Ingham County, Michigan, the limits of said area described as: Commencing at the Northwest corner of Connard’s Subdivision of Lot 1, Block 242, Original Plat, City of Lansing, as recorded in Liber 1 of Plats, Page 31, Ingham County Records; thence S89°25’55”E along the North line of said Connard’s Subdivision 3.11 feet to the point of beginning of this easement description; thence N00°34’05”E perpendicular to said North line 2.50 feet; thence S89°25’55”E parallel with said North line 372.33 feet; thence S00°34’05”W perpendicular to said North line 2.50 feet to said North line; thence N89°25’55”W along said North line 372.33 feet to the point of beginning; said area containing 0.02 acre more or less; said area subject to all other easements and restrictions if any.

for the purpose of installing and maintaining a building footing across the south side of the right of way, for the sum of Two Thousand Nine Hundred and Eighty Dollars ($2,980.00).

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents necessary to effectuate the aforementioned transaction(s), subject to their prior approval as to content and form by the City Attorney.
An Act 33 Review is a planning level review of the location, character and extent of public improvements and City property transactions. Act 33 Reviews are conducted by the City of Lansing pursuant to the provisions of the Michigan Planning Enabling Act (P.A. 33 of 2008) and Section 208 of the Lansing Code of Ordinances.

APPLICANT AND PROPOSAL: 600 E MICHIGAN-LANSING LLC, 330 MARSHALL ST SUITE #100, LANSING, MI proposes to install the north wall footing and foundation system for their building at 600 E. Michigan Ave. within the right of way (ROW), but below the sidewalk, approximately 30" north of the property line. The north wall itself would be constructed on private property.

LOCATION: This ROW encroachment is proposed for the 600 Block of Michigan Avenue (south side), just east of Larch Street.

EXISTING LAND USE & ZONING: Michigan Avenue: Use: City-owned ROW, unzoned.

600 E. Michigan Ave. Use: Vacant development site.
Zoning: “G-1” Business District

PROPERTY SIZE AND SHAPE: Rectangular, Approx. 30” deep (2.5’) X 372’69' wide.

SURROUNDING LAND USE & ZONING: Commercial and industrial mix, zoned “G-1” Business and “H” Light Industrial.

AGENCY REFERRALS

A.T.&T. No response received.

Board of Water and Light: No response received.

Building Safety Office: No objection.

Consumers Energy: Based on the location you are inquiring about Consumers Energy does not currently have any gas facilities located within the sidewalk on the Southside of Michigan Ave between Larch and the Railroad Tracks. In additionally looking further into the request it appears that we previously abandoned a gas main 40’ N of 600 E Michigan Northern property line which would have that facility located beneath travel lanes of Michigan Ave. Please note the developer / contractor will need to coordinate with our New Business group at the time they are looking to have gas facilities installed to serve the property.
Parks and Recreation: No comments.

Public Service Department: The Public Service Department does not have any objection to the proposed encroachment into the Michigan Avenue public right of way, which will be granted through a permanent easement following approval by City Council. The price for the easement will be based on the land value of the adjacent parcel. Dimensions for the easement area and the legal description will be finalized with the applicant based on engineering plans and specifications.

ANALYSIS

LOCATION: The subject property is a narrow strip of land in front of the proposed Meijer building on the south side of E. Michigan Ave. (600 E. Michigan Ave.)

CHARACTER: The character of the building, upon completion, will be a four story mixed use building. The requested easement will be paved over with sidewalk, and would thus have no effect on the character of the area.

EXTENT: The proposed easement is limited to the amount necessary for the proposed footings.

According to the applicant, the proposed easement is important for the financial feasibility of the project.

STAFF RECOMMENDATION

Staff recommends the following finding and recommendation:

Finding:

- The proposed easement facilitates the construction of a 150,500 square foot mixed-use development including a Meijer, a 120-124 room hotel, and 36 apartments.
- The City rezoned 600 E. Michigan Ave. to “G-1” Business (Z-1-2018) and vacated an alley (Act-1-2018) for the purpose of permitting the proposed development,
- The E. Michigan Ave. ROW width at the 600 block is 115.5’, and agencies or utilities objected to the ROW encroachment proposal.

Recommendation: Approval of a permanent easement to accommodate the proposed footings.
EASEMENT AGREEMENT

THE CITY OF LANSING, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 ("City") grants and conveys the following Easement to use the Easement Property, for the benefit of the Benefited Property, for the Permitted Uses, and subject to the Obligations all defined and as set forth further herein.

A. The Benefited Property. The Benefited Property is currently owned by 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, (the "Owner"), and is the real property included as the Project referenced in the Master Deed for the Capitol City Market Condominium Project to be developed by Owner, recorded March 28, 2019, with the Ingham County Register of Deeds as Instrument 2019-010841. The Benefited Property is located in the County of Ingham, City of Lansing, State of Michigan and legally described as:

A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line.
of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning.

B. **The Easement Property.** The Easement Property is adjacent and contiguous with the Benefited Property, approximately 2.50 feet into - the Michigan Avenue Right-of-Way owned by the City, and as described and depicted on Exhibit A attached.

C. **The Permitted Uses of the Easement Property.** The Easement Property may be used for the construction, installation and placement of the footings for the improvements to be built upon the Benefitted Property for the Capitol City Market Condominium Project (the “Footings”). The Footings will extend approximately 2 feet into the Michigan Avenue right-of-way from the Benefited Property and may extend two (2) to six (6) feet below the grade of the surface. The Permitted Uses of the Easement Property shall be exclusive to the Owner and the Benefited Parties (as defined further herein) and for the Benefited Property except for the City of Lansing which retains the right to the use and possession of the Easement Property for utilities under, above, or adjacent to the building to be constructed on the Benefitted Property and for the purpose of servicing any such utilities and utility purposes, including the right of ingress and egress at all times for public and private utility agents and employees, and to use the Easement Property or so much of it as may be necessary, for the installation, maintenance, repair, removal, or replacement of utilities. **This easement grant, except for during the construction or subsequent repair of the Footings, is a subsurface easement only and shall not result in or allow any above ground improvement or device (other than the obligation to replace the sidewalk as required in Paragraph D 2 below).**

D. **The Obligations.** This Easement is conditioned upon the payment by Owner of $________________ to the City upon execution and delivery of this Easement Agreement and subject to the all of the following, which shall be the obligations of the Owner, and at its cost and expense, until such time as they are assigned or delegated by Owner to the Condominium Association / Association of Co-Owners (the “Association”) established pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) for the Capitol City Market Project or to any subsequent association or owner of the Benefited Property. These obligations shall run with the Benefited Property and be obligations of the Benefited Persons (as defined herein) for so long as this Easement remains in effect.

1. The use of the Easement Property during construction activities related to the Permitted Uses shall be performed in a proper, safe and workmanlike manner and as expeditiously as possible so as to minimize any interference with the use of Michigan Avenue and in such a manner so as to not interfere with the use and operation of any utilities or other services that may be located within the Easement Property. The utility communications
system (Miss Dig) must be contacted forty-eight (48) hours prior to any construction below the existing grade of the Easement Property.

2. Following the completion of construction of the Footings, a sidewalk shall be placed above the Footings and shall be kept in good order and repair and in a clean, safe and healthful condition and shall be maintained and repaired as determined by the City in its reasonable discretion with the repair or maintenance completed within thirty (30) days of the City's request, unless unavoidably delayed.

3. During the term of this Easement standard public liability insurance in the amount of One Million Dollars ($1,000,000.00) for all damages arising out of bodily injury to, or death of, one person and subject to that limit per person, a total limit of Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; standard property damage liability insurance in the amount of Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of injury to or destruction of property in any one occurrence due to acts or omissions of the Benefited Parties (as hereinafter defined) shall be maintained. The City shall be named as an additional insured under the insurance policy. The policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan. All insurance and certificates shall include an endorsement providing for not less than thirty (30) days prior written notice to the City of termination, expiration or material change of terms of the insurance. Evidence that the insurance is in effect shall be provided before work commences within the Easement Property.

4. The City, its officers, agents and employees, shall be indemnified, defended and held harmless from and against any and all claims, suits, damages, losses, specifically including loss of use of property, and all other liabilities whatsoever, including related expenses and actual attorneys' fees, for or on account of injuries to or death of any person, including but not limited to employees of the City and/or loss of or damage to any property, including but not limited to the property of the City, in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:

a. A breach or violation of the Permitted Uses of the Easement Property or the failure to perform the Obligations.

b. The use of the Easement Property for the Permitted Uses by Owner or the Benefitted Parties, their successor, assigns or designees, and their employees, contractors, agents or officers;

c. A breach of any of the terms or conditions of this Agreement;

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d. The release on or contamination of the Easement Property by the Owner or a Benefited Party, during the time this Easement is in effect, of any hazardous waste, environmental toxin or underground tank, as broadly defined by federal, state or local law.

This obligation to indemnify, defend and hold harmless shall apply whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of Owner or a Benefited Party, its employees, agents or officers, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the wrongful acts or the sole negligence of the City, its agent, employees or officials, or under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCL 691.991), if applicable, it being the intent of the foregoing provision to absolve and protect the City, its agents, employees and/or officials from and to indemnify the City against any and all liability and loss incurred by the City sustained, directly or indirectly, by reason of or in connection with items a through d above. This provision shall extend beyond the term of this Agreement.

5. The City shall not be responsible or liable to the Owner, or any Benefited Party, or anyone else, for any fire or damage to the Easement Property and improvements thereon, or any loss or damage to property that may be occasioned by or through the acts or omissions of the Owner or any Benefited Party, their employees, agents, officers, business invitees or any other person; or any of their heirs, representatives, agents or assigns. The City shall be given immediate written notice in the event of fire, damage or accidents at or to the Easement Property.

6. The Easement Property shall be used in compliance with all permits issued by the City and all laws, rules and regulations which are now or may hereafter be made effective by the United States or its agencies or the State of Michigan, or any other governmental or governing body, including the City of Lansing and the Board of Water and Light, which may now or hereafter have jurisdiction over the Easement Property.

7. Any real property and/or personal property taxes, or any increase in any such tax, and/or any special assessment resulting from its use of the Easement Property or from the footings placed therein as permitted by this grant shall be paid, without contribution from the City, and before delinquency shall be paid by Owner or the Benefited Party, provided that said tax or special assessment shall have been levied or becomes a lien during the term of this Agreement.

8. Discrimination in the hiring of any employees or contractors, or in its use of the Easement Property, directly or indirectly on the basis of age, race, color, religion,
national origin, sex, height, weight, handicap, marital status or political orientation or
on any other illegal basis is prohibited.

E. **Termination.** This Easement shall terminate if the use of the Benefitted Property is
discontinued for a period of one (1) or more years. Within three (3) months after the
termination, discontinuance or abandonment of the Benefitted Property for the use which
is served by the Footings to be placed within the Easement Property, the Footings shall be
removed and the Easement Property restored to its former condition to the satisfaction of
the Director of the Public Service Department of the City of Lansing. If the Footings are
not removed and the Easement Property not restored to a condition satisfactory to the
Director of the Public Service Department of Licensor, the City may remove the Footings
and any debris or personal property, and restore the Easement Property to the condition
aforesaid, at the sole risk, cost and expense of the Benefited Parties, who shall promptly
reimburse and pay to the City such cost and expenses incurred by the City in doing so on
demand.

F. **Successors and Assign.** This grant shall run with the land for the duration set forth in
Paragraph E above. The rights provided herein are assignable to the Association and future
owners of the Benefitted Property, (the “Benefited Parties” or “Benefited Party”) subject to
the Obligations set forth herein.

G. **Easement Property accepted “as is”**. The grant of the Easement Property is made and
accepted in its "as is" condition and without warranties or representations regarding the
condition or quality thereof; or its suitability for the Permitted Uses.

H. **Notices.** Notice shall or may be given in writing and shall be deemed to have been properly
served if hand-delivered or sent by certified mail, return receipt requested, postage prepaid,
or sent by regular first class, postage prepaid and faxed to the address set forth below (and
to such other persons and/or address as my subsequently be provided in writing):

<table>
<thead>
<tr>
<th>City:</th>
<th>City of Lansing</th>
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<tbody>
<tr>
<td>ATTN:</td>
<td>Public Service Director</td>
</tr>
<tr>
<td>Address:</td>
<td>124 W. Michigan Avenue, 7th Floor, City Hall</td>
</tr>
<tr>
<td></td>
<td>Lansing, MI 48933</td>
</tr>
<tr>
<td>Fax No.:</td>
<td>(517) 483-6082</td>
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<thead>
<tr>
<th>Owner:</th>
<th>600 E. MICHIGAN-LANSING, LLC</th>
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<tbody>
<tr>
<td>Attn:</td>
<td>Patrick K. Gillespie</td>
</tr>
<tr>
<td>Address:</td>
<td>300 Marshall Street, Suite 100</td>
</tr>
<tr>
<td></td>
<td>Lansing, MI 48912</td>
</tr>
<tr>
<td>FAX No.:</td>
<td>(517) 336-8400</td>
</tr>
</tbody>
</table>
The date of such hand-delivery, mailing and faxing shall be deemed the date of service. The day after the day of mailing for mail posted in the State of Michigan and two (2) days after the date of mailing for mail posted in any other state, shall be deemed the date of service.

I. Additional Provisions:

1. This grant shall be binding upon and the benefits shall inure to the heirs, successors, successors-in-interest, representatives and assigns of the parties;

2. This grant shall be governed by the laws of the State of Michigan;

3. Any failure of either party to enforce at any time any term or condition of this grant shall not be construed to be a waiver of said term or condition or of the right of either party thereafter to enforce such term or condition;

4. Any waiver, alteration, modification or amendment of this grant shall not be effective unless in writing, signed by both parties;

5. Time is of the essence in all the provisions of this Agreement;

6. This instrument constitutes the entire agreement between the parties and there are no agreements or understandings concerning its subject matter which are not fully set forth herein;

7. If any provision of this Agreement is invalid or unenforceable, the other provisions hereof shall be liberally construed to effectuate the purpose and intent of the parties; and

8. The acceptance of this instrument and use of the Easement Property shall be deemed acceptance of the terms and conditions of this Agreement.

This document is exempt from the Transfer Tax pursuant to 1966 PA 134, as amended; MCLA 207.505 (h); and 1993 PA 330, as amended; MCL 207.526 (h)(i).
The parties hereto have caused this Agreement to be executed by their authorized officers on this ______ day of _________, 2019.

CITY:

CITY OF LANSING

By: __________________________
    Andy Schor
    Its: Mayor

OWNERS:

600 E. MICHIGAN-LANSING, LLC,
a Michigan limited liability company

By: Gillespie Group Manager, Inc.
    Its: Manager

By: Patrick K. Gillespie
    Its: President

STATE OF MICHIGAN)

COUNTY OF INGHAM)

On this _____ day of __________, 2019, before me a Notary Public, personally appeared
Patrick Gillespie, the Manager of Gillespie Group Manager, Inc., the President of 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, to me known to be the same person described
and who executed the within instrument, who acknowledged the same to be his free act and deed.

______________________________, Notary Public
______________________________ County, Michigan
My commission expires: ________
Acting in _____ County, Michigan

STATE OF MICHIGAN)

COUNTY OF INGHAM)

On this _____ day of __________, 2019, before me a Notary Public, personally appeared
Andy Schor, the Mayor of the City of Lansing, a Michigan municipal corporation, to me known
to be the same person described and who executed the within instrument, who acknowledged the
same to be his free act and deed.

______________________________, Notary Public
______________________________ County, Michigan
My commission expires: ________
Acting in _____ County, Michigan
Approved as to form only:  Certification as to availability funds
Acct. No.

By: ___________________________  By: ___________________________
   City Attorney                  City Controller

Drafted by and when recorded return to:
John R. Fifarek (P35518)
Lasky Fifarek P.C.
120 North Washington Square, #625
Lansing, MI 48933
(517) 267-2222
EXHIBIT A
DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY (On following page)
Easement Within Michigan Avenue R.O.W. Legal Description: An area of land between two and six feet below the surface and within Michigan Avenue, City of Lansing, Ingham County, Michigan, the limits of said area described as: Commencing at the Northwest corner of Connard's Subdivision of Lot 1, Block 242, Original Plat, City of Lansing, as recorded in Liber 1 of Plats, Page 31, Ingham County Records; thence S89°25'55"E along the North line of said Connard's Subdivision 3.11 feet to the point of beginning of this easement description; thence N00°34'05"E perpendicular to said North line 2.50 feet; thence S89°25'55"E parallel with said North line 372.33 feet; thence S00°34'05"W perpendicular to said North line 2.50 feet to said North line; thence N89°25'55"W along said North line 372.33 feet to the point of beginning; said area containing 0.02 acre more or less; said area subject to all other easements and restrictions if any.

(former East Street)

This plan was made at the direction of the parties hereto and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements 'recorded or unrecorded may not be shown unless specifically noted, and no dimensions are intended for use in establishing property lines.

R = Recorded Distance
--- = Proposed Easement Line
--------- = Distance Not to Scale

DANE B. PASCOE
PROFESSIONAL SURVEYOR
No. 54434

KEBS, INC.
KYE'S ENGINEERING
BRYAN LAND SURVEYS
2116 HASLETT ROAD, HASLETT, MI 48840
PHI 517-339-1014 FAX. 517-339-8047
134-32 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-2800 FAX. 269-781-2805

DRAWN BY KDB
SECTION 15, T4N, R2W
FIELD WORK BY ---
JOB NUMBER:
SHEET 1 OF 1
92950CND-EASE