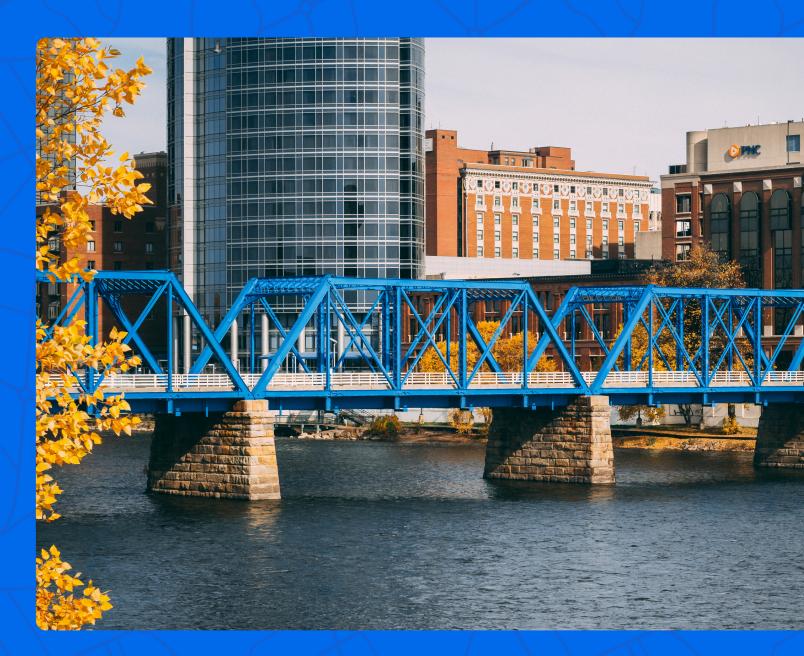


1863 Monroe Ave NW Development Opportunity



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Redevelopment Opportunity

The City of Grand Rapids is seeking a qualified partner to help facilitate the acquisition and development of 1863 Monroe Ave NW, a 3.49-acre riverfront property located on the east side of the Grand River just south of Riverside Park in Grand Rapids, MI. The City seeks to retain reserve space for a 6,000 sq ft facility with outdoor patio space to increase riverfront access and amenities for public purposes while desiring an adjacent development that aligns with relevant strategic plans and neighborhood input. The site offers an opportunity to pursue thoughtful redevelopment adjacent to the river that capitalizes on its proximity to downtown and recreational assets, while ensuring economic feasibility.

Sale Price

The City has been engaged with the General Services Administration (GSA) regarding the City's interest in pursuing an option on the property. According to the materials provided by GSA, a non-refundable earnest deposit in the amount of 10% of the purchase price is due within 5 days of submittal of the offer to purchase.. During this time period, the City would collaborate with a development team on a viable project scope, design, and preliminary financing and incentive plans for the site. Details regarding conveyance of the property to a Developer will also be determined during this timeframe, which may or may not be pursuant to City Commission Policy No. 900-63. The Offer to Purchase between the City and the GSA is attached to this RFQ. Please note the sale price is subject to change based on negotiations with the GSA.

Project Goals

The City is seeking a development partner who is committed to the following project goals:

- Increasing public access to the city-owned Grand River Edges Trail which buffers the property from the Grand River to the west.
- Increasing the amenities available to the Creston neighborhood and/or users of the Grand River Edges Trail.
- Increasing density of commercial and/or residential uses on the site
- Maximizing land use
- Enhancing the area-specific character of the neighborhood and its commercial corridors.
- · Activating previously underutilized land.

The City is eager to identify a partner for negotiating a mutually beneficial arrangement for this one-of-a-kind opportunity. As such, the City is open to all options related to the ownership and operation of the project and its public uses, including but not limited to:

- Developer-owned and operated
- Developer-owned and City operated through a lease for all or a portion of the spaces
- City-owned and leased (all or a portion) to the Developer or tenants
- · Variations on the above

Site Overview

1863 Monroe Ave NW is a 3.49-acre site bordered to the West by the Grand River and the Grand River Edges Trail. To the East, the parcel is bound by Monroe Ave NW, perpendicular to Burr Oak St NW. An industrial equipment company is located to the south of the parcel, and two commercial properties separate the site from Riverside Park to the North, a 100-acre natural area for hiking, biking, fishing, kayaking, disc golf, and numerous community events.

The site was originally constructed in approximately 1948 for institutional multipurpose use. It is owned by the federal government, who recently used the site as a Naval & Marine Corps Reserve Center (NMCRC). The building has been vacant for approximately 5 years.

1863 Monroe Ave NW is part of a transitional area between the Creston neighborhood to the north and east, and Downtown Grand Rapids to the South including the Monroe North and Belknap Lookout neighborhoods where significant investment in commercial and residential spaces continues to occur. Examples include Corewell Health's upcoming \$60 million investment in a Medical Residency Housing project at 700 Ottawa Avenue, and a recent \$34,000,000 investment into Embassy Suites by Hilton that opened in 2019 and continues to be one of Hilton's top performing locations in the world.





Thanks to its location, the site also benefits from several ongoing initiatives that are enhancing non-motorized connections along the river, improving mobility between surrounding neighborhoods and downtown, and expanding recreational opportunities as part of the multi-county Grand River Greenway effort, an extensive trail network connecting Lowell and Grand Haven through downtown Grand Rapids. The \$9.9 million expansion of Canal Park supports Grand River Greenway project by including enhanced flood protection and ecological resiliency, trail amenities, a renovated playground, and unparalleled access to the Grand River. Other significant developments include the \$22 million restoration of the Grand River below the 6th Street dam, which will eliminate safety hazards, improve fishing opportunities, and reestablish the City's namesake rapids. Additional Grand River and trail improvements are underway or planned, making the area of this property an attractive investment opportunity.

About the City of Grand Rapids

Grand Rapids is the second-largest city in Michigan and is the ancestral land of the Anishinaabe: the Ojibwe, Odawa, and Bodéwadmi people, also known as the People of the Three Fires. The City's population is approximately 200,000 and covers an area of 45 square miles.

Grand Rapids features a downtown that is the regional urban center: historic districts; neighborhood business districts; traditional, mid-century, and newer residential areas; a large park system; retail and commercial corridors; and a robust regional public transportation system. The Grand River flows through the center of Grand Rapids and the City and its partners are working on a complex project to remove its dams and restore its namesake rapids.

The region has a strong and diverse employment base including healthcare, grocery, home and office furniture, manufacturing, and craft beer. Grand Rapids also features a robust arts and cultural scene with museums (including a Presidential Museum), a zoo, a garden and sculpture park, art museums and galleries, live music venues, Broadway and local shows, and professional symphony and ballet companies. Grand Rapids also has minor league hockey, basketball, volleyball, soccer, and baseball franchises.

Nationally, the City or the region has received numerous recognitions including, but not limited to:

- #1 in LinkedIn Cities on the Rise 2025:
 The 2025 fastest-growing U.S. metros for jobs and new talent (LinkedIn)
- #20 in Best U.S. Cities for Women in the Workplace (Checkr)
- #20 in Best Run Cities in America (WalletHub)
- #20 in 25 Best Places to Live, Quality of Life (U.S. News)
- Best Beer City, 2025 (USA TODAY 10Best)
- AARP Age-Friendly Community (AARP)
- #5 in Metros Where Young Homeownership is Most Accessible (Consumer Affairs)
- #28 in Best Cities for Jobs (WalletHub)
- #40 in Best Place to Retire in US (U.S. News & World Report)
- #40 in Best Cities to Buy a House in America (Niche)
- #41 in Best Cities for Young Professionals in America (Niche)

- #37 in Best Cities to Start a Career (WalletHub)
- #45 in Best Places to Live, 2024-25 (U.S. News)
- #8 America's Best Towns to Visit, 2024 (USA TODAY 10Best)
- #3 Most Outdoorsy in the U.S., 2024 (Travel & Leisure)
- #17 Cities with the Hottest Job Market, 2023 (Wall Street Journal)
- Tree City USA Growth Award, 2021 (Arbor Day Foundation)
- #2 Sustainable U.S. Metropolitan Area, 2021 (Site Selection Magazine)
- #2 Remote-Ready City in the US, 2021 (livability.com)
- #28 Most Hipster City in the World, 2021 (movehub.com)

Nearby Amenities

The site is located in proximity to Riverside Park and the Grand River Edges Trail (GRET). While the park provides ample space for passive and active recreation across its 100 acres, the GRET is a 5.4-mile trail that links downtown Grand Rapids to Kent Trails and Millennium Park and includes 2.2 miles of paved path in Riverside Park, where it connects to the Fred Meijer White Pine State Trail. A 2.1-mile downtown loop passes by some of the City's most notable attractions.

The site is also near the Acrisure Amphitheater being developed at 301 Market Avenue, a 12,000-capacity amphitheater. Additionally, a new 8,500-capacity soccer stadium is under construction.



Utilities

The site is serviced, or with adequate access to, all customary utilities.

- Water, Medium Pressure
- Water, Low Pressure
- Storm Sewer
- Sanitary Sewer
- Kent County Drain



Zoning + Allowable Uses

Parcel ID: 41-13-13-226-004 **Zoning**: Traditional Neighborhood-

Transitional City Center (TN-TCC)

The site is located in the Traditional Neighborhood - Transitional City Center Zone District, referred to as "TN-TCC" or "TCC" in the Zoning Ordinance. The Transitional City Center (TCC) District is the buffer district between the dense City Center Zone District and surrounding, near-downtown neighborhoods. This District provides a transition in the intensity of the downtown development pattern for adjacent areas yet allows for more development than would ordinarily be allowed in general neighborhood commercial locations.

The subject property is also located in the Grand River Overlay District (OD-GR). The Grand River Overlay District is intended to capitalize on the value of the Grand River as an essential economic, recreational and environmental resource by encouraging mixed-use development and high-density residential and a variety of pedestrian oriented, vibrant spaces that enhances the extent to which people can view, access and enjoy the riverfront viewsheds and recreational opportunities.

The maximum number of permitted stories for the TN-TCC district is 5, with bonus allowances permitting buildings up to 7 stories for projects that include a public access easement associated with the Grand River Edges Trail and/or inclusion of public art.

The TN-TCC Zone District allows for a wide variety of permitted uses, including mixed-use commercial, recreational, government and institutional, and multifamily residential opportunities including retail, restaurant, office, personal services, restaurant, ground floor and upper level residential.

Strategic Plan & Vision

Community Master Plan and Area-Specific Plans

In addition to the requirements of TN-TCC Zone District and Grand River Overlay District redevelopment of this site shall align with the community's vision as outlined in the City of Grand Rapids Bridge to Our Future Community Master Plan. The Community Master Plan (CMP) sets a long-term direction for the City's growth and development and serves as a guide for decision-makers and the community for future development.

The goal areas identified by the CMP include Great Neighborhoods, Vital Business Districts, A Strong Economy, Balanced Mobility, and Desirable Development Character. The site's location allows it to help achieve each goal area of the CMP by pursuing a project that fits well between Downtown Grand Rapids and the Creston neighborhood, connects to existing recreational assets, and contributes to a compact, transit-friendly, walkable, mixed-use environment.

The Creston Area Specific Plan adds a context sensitive layer to the CMP goal areas. For example, affordable and inclusive growth is an important feature of building great neighborhoods with desirable development character, while ensuring a lively and unique neighborhood is important to the vitality of this area's business districts and economy. The plan also specifics that safe streets for bicycling and walking are important to achieving balanced mobility, and there is a desire for the neighborhood's open spaces to be connected.

Community Engagement Session

In September 2025, the City of Grand Rapids conducted an engagement session with the Creston Neighborhood Organization regarding the future of 1863 Monroe Ave NW. Participants provided feedback on potential uses for the site, site design features, site layout, and architecture and building massing. Common themes from the feedback were for a community gathering space, offices for neighborhood organizations, and creative spaces for area artists and makers. In alignment with other City Plans and Goals, multi-family residential is a priority for this property. Connections to the River, greenspace, and active frontages were identified as the most desired site design features.

The City would strongly encourage a development partner to build on the themes and ideas stated by the Neighborhood and continue to partner with the City and Neighborhood through site and building design. A full report from the engagement session is included in the supplemental materials of this RFP.

Redevelopment Incentives

The City of Grand Rapids has a robust toolkit of incentives to help support development at the project site. Several key tools are outlined below.

Please note that incentive types and amounts will vary by project type, and that additional tools may be available through partner organizations and programs.

Brownfield Redevelopment Program

The Brownfield Redevelopment program helps offset some of the extraordinary costs that come with urban development of contaminated, functionally obsolete properties. Additionally, the program may now be used to support housing development. The program uses tax increment financing, which means that when the amount of property taxes increases because of private investment (new construction and/or building renovations), a part of those new taxes can be reimbursed to a developer for certain costs associated with the development. The costs that are eligible for this reimbursement include: demolition, lead and asbestos abatement, site preparation, public infrastructure, ramped and/or underground parking, urban stormwater management, housing development activities, and environmental assessment and/or remediation costs.

Local Brownfield Revolving Loan Fund

The LBRF is used to provide both grants and loans to fund the same eligible activities as the Brownfield Redevelopment Program. The BRA prioritizes the use of the LBRF for the following project types/initiatives: environmental site assessment grants, home ownership projects, emerging developers, and other strategic development projects that contribute to city and/or neighborhood priorities.

Neighborhood Enterprise Zones (NEZ)

The NEZ Program, as defined in Michigan Public Act 147 of 1992, as amended, provides a reduction of future taxes for a period of 9-15 years on the improvements made to the residential component of an eligible building following its construction or rehabilitation. NEZ can be combined with BRA TIF in some cases.

Submitting Qualifications

Submission Requirements

The City of Grand Rapids will review and evaluate all complete submissions in response to this Request for Qualifications (RFQ) to identify and engage with qualified developers. An initial response to this RFQ must include the following information:

- Letter of Interest: provide a letter (up to 3 pages) identifying the development team and providing a brief description of the team's visions for the site and timeline
- Development Experience/Portfolio: provide a
 description of past projects of a similar nature
 completed by the development team (4 project
 examples desired, up to 10 pages). Include a
 description of the projects, cost, completion date,
 and references.
- Evidence of development team's fiscal capacity to undertake the proposed project.
- · Resume of firm and lead team members.

Please submit one electronic and eight (8) printed copies of the proposal to the City of Grand Rapids Economic Development Office on or before 5:00pm on October 22, 2025.

City of Grand Rapids
Economic Development Department
300 Monroe Avenue NW, 9th Floor
Grand Rapids, MI 49503
econdevshrd@grcity.us
(616) 456-3431

Proposals will be kept confidential until the submission deadline.

The City reserves the right to accept or reject any proposal and may negotiate the terms with one or more proposers. The City may request additional information from one or more proposers to assist in the selection process.

The Economic Development Office will evaluate the submissions with the committee and present the selected proposal to the City Commission. The City Commission, in its sole discretion, may request presentations to assist in the selection process.

RFQ Timeline

Proposed timeline (subject to change):

RFQ Release Date	09/29/2025
Developer Info Session (Virtual) Contact the Economic Development Department, econdevshrd@grcity.us, to request a link to join	10/06/2025 3:30 pm
Proposal Submission Deadline	10/22/2025 5:00 pm
Proposals Reviewed	Through 10/31/2025
City Commission considers approval of proposal	11/18/2025

If you have additional questions regarding this property and the request for qualifications, please contact the Economic Development Office at econdevshrd@grand-rapids.mi.us.

Evaluation Criteria

- Demonstrated ability to finance a potential project
- Record for successful, similar developments (4 projects desired for review)
- Commitment to the goals of the CMP and relevant area-specific plans
- Potential project quality and timing, with a priority of delivering a project in the near-term (e.g. within 3 years).



Planning, Design & Development

1120 Monroe Ave NW Grand Rapids, MI 49503 grandrapidsmi.gov

Main: 616-456-4100

Summary of 1863 Monroe Ave NW Community Engagement Session

September 18, 2025 1120 Monroe Ave NW Grand Rapids, MI 49503

On September 18, 2025, the City of Grand Rapids Planning Department, with support from Placecraft (Elise Loud), conducted a community engagement session to understand community/neighborhood priorities regarding the future of the site located at 1863 Monroe Ave NW. The session was held at the City of Grand Rapids Development Center (1120 Monroe Ave NW) from 5:30 p.m. to 7:30 p.m.

Notices for the event were mailed to the 500 closest parcels to the site and flyers were sent to the Creston Neighborhood Association for distribution. Outreach and awareness were intentionally tailored to a small geographic scope to ensure strong representation from immediate neighbors and those with strong history and relationship to the site and area.

The engagement session began with a brief presentation of the site, the current City process regarding the evaluation and acquisition of the property, and the purpose of the evening's engagement event. Several engagement boards were placed around the room to solicit feedback from the participants; the boards and the results are summarized below. Participant comments were only edited for spelling.

A: Use and Activation

To understand participants' priorities regarding potential uses and businesses on the property, participants were asked to place sticky dots next to uses that they thought would work well on the site. There was also a space for participants to indicate if they thought a specific use would not work well on the site. The uses presented on the board were sourced from the permitted use table for the TN-TCC Zone District (1863 Monroe Ave NW is zoned TN-TCC). At the bottom of the board was a space for participants to add additional thoughts or ideas.

	Would Work Well	Would Not Work Well
Community center	32	0
Open space	16	1
Restaurant	11	1
Bar, tavern, taproom, tasting room	11	2
Health or athletic club	9	0
Studio for dance, yoga, music, etc.	9	0
Retail sales	8	1
Auditorium, theater, banquet	7	3
Live entertainment	7	7
Professional office	6	6
Food trucks	4	1
Ground floor residential	3	7
Personal services	2	4
Arcade, gaming, pool hall	2	7
Hotel	0	21

Additional Comments	Commenting Water
Additional Comments	Supporting Votes
Grocery store	4
Grocery/small market	3
Contemporary art center	3
Coffee shop	2
Fall/winter curling club, spring/summer mixed event space	2
Space for non-profit offices, community spaces (meeting rooms, incubator, food co-	
op, childcare)	2
Prioritizing local + small scale business spaces for more approachable (Iker's >	
Jimmy Johns)	2
Large size for pavilion for multiuse	1
Pavilion for Creston Farmers Market	1
Non-profit co-op working floor	1
Community center non-profit co-op office space	1
Curling club/winter recreation	1
Affordable, local art studios + co-op gallery. Artists of GR deserve a space for us, we	
are the funky	1
Non-profit incubator, community center: shared use	1
Prefer a "creative hub" media, music, film, video	1
Could the city partner with Apple Tree Day Care and River City studios to develop	
larger block to Riverside Park? (include their facilities)	
Non-profit incubator	
Have you thought about giving the land back to one of the tribes in the area?	
Blues on the Mall	

Makerspace	
Center for River or Creston	
Community Center + housing run by the Creston N.A. (they already do this work)	
Makerspace + lending library for neighborhood and people the park and trail	
Housing is most important	
Where is the food access? Add small grocery + farmers market space	
Extend DH-2a a few blocks north and build a 10 story tower	

There was a clear vision from the participants that a community center would work well at this site. The City of Grand Rapids Planning Staff asked the participants to expand on that idea and refine what a "community center" would look like to them. Participants talked about:

- a space for neighborhood organizations such as the Creston Neighborhood Association, non-profits, youth/senior center,
- a creative space for local artists to have studios, show films, display art,
- an event or gathering space that is available for residents, and
- a space for health and wellness which could include a gym, spaces for telehealth, and access to food products.

B: Visual Preference

Participants were asked to evaluate the architecture, design, and building mass of eight different images in the context of 1863 Monroe Ave NW. The images were selected by the Planning Department and focused on moderate density mixed-use buildings. Participants used sticky dots to indicate which buildings they liked and were provided an opportunity to provide written comments for each image.

Image	Votes
	23

Additional Comments	Supporting Votes
Green reasonable scale, glass, rooftop outdoor space	1
Large greenspace along the river	1
Blends well with the greenspace	1
Yes, greenspace along river	1
Green setback that acts as a doorway to the riverfront	
Retail amenities for riverside park	
Setback for river to create greenspace puts building closer to Monroe	
Like better access to the riverfront	
Yes, green rooftop/terrace	

Image	Votes
	13

Additional Comments	Supporting Votes
Façade broken up/defined space	2
Rooftop is cool	1
Too much brick	1
Brick good, vinyl bad	1
Sidewalk retail	
Rooftop plaza/garden	
Love look, ties in area brick with rooftop restaurant and shops below is great	
Mixed use retail, transition to townhome	

Image	Votes
	12

Additional Comments	Supporting Votes
Like the greenspace + green rooftop	1
Nice different sized/shaped buildings for interesting visual	
Appropriate scale to adjacent. 5 stories max.	

Image	Votes
	7

Additional Comments	Supporting Votes
Don't like any of these plans because they are all three stories. Don't want to lose the	3
low height of the buildings. Only 2 stories would be great.	3
Break up the large swaths of materials to shrink the scale and create a more "homey"	1
feel	1
Too boxy and monolithic	

Image	Votes
	5

Additional Comments	Supporting Votes
Too close to the river, not enough public space	
The building obscures view of the river but more obscure [undecipherable]	
Water access mixed with zero setback of building	

Image	Votes
	4

Additional Comments	Supporting Votes
Walking paths and cut through buildings making access to water/bike path more approachable/easier to access	3
The site should be permeable and have many access points between Monroe and the River	2
Desirable housing options on upper floors for private development	

Image	Votes
	3

Additional Comments	Supporting Votes
Love the activated first floor	1
Should be much taller!	1
Need housing - mixed use first floor is nice but not entirely needed	
Max two stories	

Image	Votes
	1

Additional Comments	Supporting Votes
Want larger development with more housing units	2
The step backs on the river side seem nice; should be much taller!	
Tall buildings don't fit this [undecipherable]	
[undecipherable]	

C: Site Design and Layout

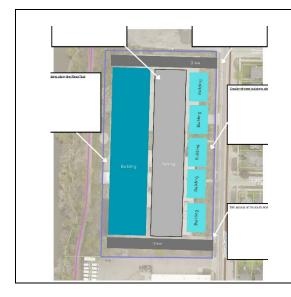
The Planning Department created three hypothetical site layouts to get participant feedback on specific features of site design and layout. The three layouts were not intended to be solidified concepts, the boards called out features of each design and asked participants to indicate if they liked that feature by placing a sticky dot. There was an open response at the bottom of each board for participants to write anything that was missed in the site design/layout exercise. The compiled site design elements are below, followed by the boards and open response feedback with each board.

Site Design Feature	Votes			
Greenspace along River/Trail	22	Comments	A requirement. Connect of White Pine Trail	downtown to
Greenway/linear greenspace that connects Monroe to the River/trail	21			
Trailhead/node connecting the trail to the development	16			
Active uses and building frontages along greenspace	15			
Greenspace internal to the site	13			
Multiple buildings that vary in size and scale	10			
Larger/taller buildings along the River/trail	6	Comments Larger footprint allows for more variety of uses while maximizing views of the river		
Building with activation along Monroe Ave, internal to the site, AND along the river	4			
Parking internal to the site	4	Comments	Both ends are private pro you get in here?	perty. How do
Extension of a street from Monroe Ave to the River/Trail	3	Comments Additional Support	A street for bikes/pedestrians but no cars/motor vehicles	Why can't this be greenway?
Large singular parking lot	3	11		
Smaller/shorter buildings along Monroe Ave	3	Comments	Buildings can be taller alo	ong Monroe
Building with activation along Monroe Ave AND internal to the site	2			
Large setback between the building and adjacent property	2			
Site access at the north end of the site	2	Comments	One access point!	
Site access at the south end of the site	2			

Internal connectivity and vehicle circulation of the site	2			
Street facing buildings that match the height of the residential buildings on the east side of Monroe	2	Comments	Need to be short enough to not block view from residences	4-5 story residential would be great



Comments	Additional Support
Could the GR food co-op be included?	5
Trail- A requirement! Connect downtown to White Pine Trail	3
Safe pedestrian crossings across Monroe	3
No dead ends - too hard	
Community garden?	
Nope more green & land back	
Trader Joes	
Hard to say - form follows function	
Large size pavilion for outdoor multi-use	
Parking, balance between on-site and street inventory	
Zero setback for building along Monroe	



Comments	Additional Support
BIKES where are they?	2
Where is greenspace?	2
What are the buildings for? LAND BACK	
Encourage small business	
Hard to answer until uses are known	
Walkability, local Michigan made foods not	
just produce	
Business incubators	
This feels too suburban (like a strip mall)	
Trader Joes	
Has the city considered Land Back as an option? The tribes would like to know about this site.	



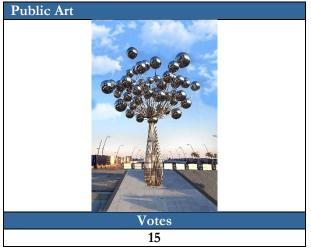
Comments	Additional
	Support
Do we need more parking? What about	
extending the DASH to service this and	5
making it TOD?	
Center drive area designed to	_
accommodate farmers market?	5
Safe crosswalk	2
A bridge connecting buildings?	1
Business incubators	1
Trader Joes	1
Land back	
Land back/community space	
All plan/ideas need more pathways	
between Monroe/River. Orient buildings	
SE-W	
Most desirable layout. Inventive layout,	
zero setbacks	
Building look very linear - could see a	
larger venue and trails	
Needs greenspace	
Large size for pavilion for outdoor multi-	
use	
Would like more greenspace than	
buildings. Height of buildings need to be	
short enough to not block sunset from	
residentials across the street.	
Improve bike trail	
Max 2 story building to fit neighborhood	

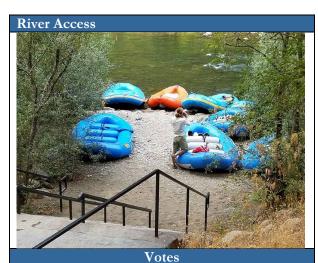
D: Site Elements

To build on the site design features, an additional board asked about more detailed site elements. These were not intended to guide large site design and layout but were intended to gauge interest regarding elements that could be included in greenspace, amenity space, or as other improvements. Participants used sticky dots to indicate which site elements (represented by a photo) they would like to see and were provided space for additional written comments.



votes				
19				
Comments	Additional Support			
Large size for pavilion	2			
for multi-use				
Absolutely LOVE				
outdoor OPEN SPACE				



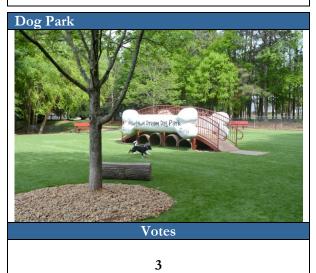


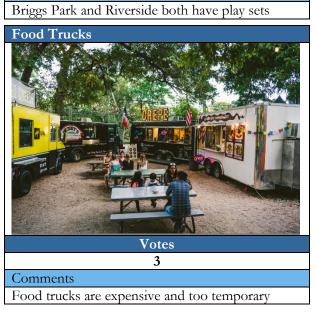
Comments
Riverside Park already has underutilized boat + kayak launch











OFFER TO PURCHASE

The undersigned, CITY OF GRAND RAPIDS, whose address is 300 Monroe Ave NW, Grand Rapids, MI 49503, ("Purchaser"), hereby offers to purchase from the UNITED STATES OF AMERICA, acting by and through the General Services Administration ("GSA"), Office of Real Property Disposition, Thomas P. O'Neill Federal Building, 10 Causeway Street, Room 1100, Boston, Massachusetts 02222 ("Government") on the terms and subject to the conditions hereinafter set forth, certain real estate known as the Grand Rapids Navy & Marine Corps Reserve Center, GSA Control Number 1-N-MI-0871, and any improvements thereon ("Property"), and as legally described in Exhibit "A," attached hereto and made a part hereof.

The Purchaser shall pay the Government for the Property the purchase price of FOUR MILLION NINE HUNDRED THOUSAND DOLLARS (\$4,900,000.00), of which an earnest money deposit in the sum of FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000.00) is to be tendered herewith, and the balance of FOUR MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$4,410,000.00) is to be paid in full at the time of closing, as set forth in Paragraph 6 herein.

TERMS AND CONDITIONS

1. **CONTRACT.** This Offer and the acceptance hereof, shall constitute an agreement between the Purchaser and the Government, effective as of the date of acceptance. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such agreement. Nor shall this Offer or any interest therein be transferred or assigned by the Purchaser without the consent of the Government, and any assignment transaction without such consent shall be void.

2. PROPERTY TO BE SOLD "AS IS."

A. The Purchaser acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Purchaser understands and agrees that the Property and any part thereof is offered "As Is" without any representation, warranty, or guaranty by the Government as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Purchaser, and no claim for allowance or deduction upon such grounds will be considered.

- B. No warranties either express or implied are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Purchaser shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Purchaser to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.
- C. Nothing in this "As Is" provision will be construed to modify or negate the Government's obligation under the CERCLA Covenant or any other statutory obligations.

3. HOLD HARMLESS.

- A. To the extent authorized by law, the Purchaser shall agree to indemnify and hold harmless the Government, its officers, agents, and employees from:
 - i. any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation by the Purchaser of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in the Deed(s) by which the Property shall be conveyed, by the Purchaser, its successors and assigns; and
 - ii. any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.
- B. The Purchaser covenants and agrees that the Government shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in the Deed(s) by which the Property shall be conveyed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.
- C. Nothing in this Hold Harmless provision will be construed to modify or negate the Government's obligation under the CERCLA Covenant or any other statutory obligations.
- 4. **CONTINUING OFFER.** This Offer shall be deemed a firm and continuing Offer from the date of receipt by the Government until accepted or rejected, provided, however, that after sixty (60) days have elapsed from the date of receipt, the Purchaser not having received notice of rejection may consider its Offer rejected, and if the Government desires to accept the Offer after such sixty (60) days, the consent of the Purchaser thereto shall be obtained.

- 5. **NOTICE OF ACCEPTANCE OR REJECTION.** The Government may reject this Offer any time during the sixty (60) days period described in Paragraph 4, above. Rejection of the Offer shall be deemed to have been sufficiently given when transmitted by email or facsimile or mailed to the Purchaser or its duly authorized representative at the address indicated in the Offer.
- 6. **TENDER OF PAYMENT AND DELIVERY OF INSTRUMENTS OF CONVEYANCE.** Upon acceptance of the Offer, the Government shall provide to the Purchaser drafts of the instruments of conveyance and shall set a closing date that is mutually acceptable to both parties but in any event not later than ninety (90) days from the date the Offer is accepted by the Government. On the closing date, the Purchaser shall tender to the Government the balance of the purchase price at the address indicated in the Offer and the Government shall deliver to the Purchaser the executed instruments of conveyance and the parties shall close the transaction.
- 7. **PROPERTY TO BE SOLD SUBJECT TO EASEMENTS.** The Property will be sold subject to any and all existing easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, and other rights-of-way, including, but not limited to any specific easements, restrictions, reservations, rights, or covenants set forth herein.
- 8. **ZONING.** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the Purchaser and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in zoning information shall not be cause for adjustment or rescission of any contract resulting from the Government's acceptance of the Offer.
- 9. **INSPECTION.** By execution of this Offer, the Purchaser certifies that it has conducted an appropriate inspection of the Property. Failure of the Purchaser to inspect or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand for adjustment or withdrawal of the Offer. The Purchaser shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property.
- 10. **QUITCLAIM DEED.** Conveyance of the Property will be accomplished by a quitclaim deed in conformity with local law and practice.
- 11. **INFORMATION ABOUT USE.** The Purchaser certifies that it will, upon request by the Government, furnish information on the uses and purposes for which it is seeking to acquire the Property.
- 12. **RECISION.** The Government may rescind its acceptance of the Offer if it is reasonably determined by the Government that such action is justified for such causes

as a military conflict, a national emergency, or evidence of misrepresentation or other wrongful conduct by the Purchaser. Any rescission will be without liability on the part of the Government.

- 13. **RISK OF LOSS.** As of the date of conveyance of the Property, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.
- 14. **POSSESSION.** The Purchaser agrees to assume possession of the Property upon conveyance of the Property.
- 15. **EXCESS PROFITS.** The Deed will include the following language regarding excess profits:
 - (a) This covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the property described in this deed, if at any time within a 3-year period from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreements to sell the property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the property based on a fair and reasonable determination by the Grantor.
 - (b) For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:
 - (1) The purchase price of the real property.
 - (2) The direct costs actually incurred and paid for improvements that serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements.
 - (3) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in (b)(2) of this section.
 - (4) The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.
 - (c) None of the allowable costs described in paragraph (b) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.
 - (d) To verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent 3

years to the Grantor on the anniversary date of this deed. Each report will identify the property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission:

- (1) A statement indicating whether or not a resale has been made.
- (2) A description of each portion of the property that has been resold.
- (3) The sale price of each such resold portion.
- (4) The identity of each purchaser.
- (5) The proposed land use.
- (6) An enumeration of any allowable costs incurred and paid that would offset any realized profit.
- (e) The Grantor may monitor the property and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions that it deems reasonable and prudent to recover any excess profits realized through the resale of the property.
- 16. **TITLE EVIDENCE.** Any title evidence that may be desired by the Purchaser will be procured at its sole cost and expense. The Government will, however, cooperate with the Purchaser or its authorized agent in this connection and will permit examination and inspection of any documents relating to the title of the Property as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or surveys of the Property.
- 17. **GOVERNMENT LIABILITY.** If this Offer to Purchase is accepted and (a) the transaction does not close because the Government fails for any reason to perform its obligations as set forth herein; or (b) title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, the Government shall promptly refund to the Purchaser all amounts paid by Purchaser, without interest, whereupon the Government shall have no further liability to the Purchaser.
- 18. **LIABILITY FOR TAXES.** Upon conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property. Sums paid, or due to be paid by the Government in lieu of taxes pursuant to statutory authority shall be prorated. The Government does not know of any past due taxes or past due payments in lieu of taxes that are owed by the Government for the Property.
- 19. **TAXES AND RECORDING.** The Purchaser shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be

required by Federal, county, and local law. All instruments of conveyance shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense. A recorded copy of the deed will be supplied to the Government.

- 20. COVENANT AGAINST CONTINGENT FEES. The Purchaser warrants that it has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.
- 21. **NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY**. The Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States of America gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

<u>CERCLA Covenant</u>. Grantor warrants that all remedial action necessary to protect human health and environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to

the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

- 22. **NOTICE OF PRESENCE OF LEAD-BASED PAINT.** The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.
- 23. **NOTICE OF THE PRESENCE OF ASBESTOS WARNING!** The Deed shall contain the following language:

The Grantee, by acceptance of this Deed, acknowledges that it has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee, by acceptance of this deed, acknowledge that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

a) The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been

determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.

- b) The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.
- c) No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
- d) The description of the Property as set forth herein and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Office of Real Property Disposition and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
- e) Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
- f) Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.
- 24. **NOTICE OF CLOSED INDOOR FIRING RANGE FACILITY.** A portion of the Property contained an indoor firing range. According to the Environmental Condition of the Property report provided by the U.S. Department of the Navy the indoor firing range was taken out of service in the 1990s and remediation was performed to remove potential lead. The Deed shall contain notice of the usage and remediation of the indoor firing range.
- 25. **NOTICE OF THE PRESENCE OF MOLD WARNING.** The Purchaser is notified that various forms of mold may be present at various locations in the building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

26. PROHIBITION ON USE OF CERTAIN TELECOMMUNICATIONS

EQUIPMENT. By signature of this Offer, Purchaser hereby certifies that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115-232). The Purchaser represents that it does not use covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the following entities, companies, affiliates or subsidiaries: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company.

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this Offer and the certification extends until closing of the transaction as specified herein.

27. **NOTICES.** Notices required under this Offer shall be in writing and shall be deemed to be delivered on the earlier to occur of (i) the date of actual receipt of the Notice (regardless of how it is delivered), or (ii) whether or not actually received, postage paid, registered or certified mail, return receipt requested, or by a reputable overnight delivery service (e.g. Federal Express, United Parcel Service, etc.) addressed, two days after such notice has been deposited in the United States Mail to the Purchaser or Government, as the case may be, at the addresses set forth below:

If to Purchaser:
CITY OF GRAND RAPIDS
300 Monroe Ave NW
Grand Rapids, MI 49503

Attn: Tyler Kent, Assistant Planning Director

If to the Government:

<u>UNITED STATES OF AMERICA</u>,
acting by and through the
General Services Administration
Office of Real Property Disposition
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1100
Boston, Massachusetts 02222
Attn: John E. Kelly, Director

representatives, has caused this America acting by and through_			day of
, 2025.			
THE CITY OF GRAND	RAPIDS, acting b	y and through	
Witnesses:			
Withoutes.			
STATE OF MICHIGAN)		
COUNTY OF KENT) ss.		
I,	, a Notary	Public in and for th	e State of
Michigan, do hereby certify that	t		, personally
known to me or proved to me by			1 .
the person whose name is affixed		and Rapids, and also	
day in person and acknowledge			
instrument in his/her official cap		., 20010 0 0110 0011 0	as
his/her free and voluntary act, for		and purposes there	ein set forth, and
that he/she was duly authorized			
IN WITNESS WHERE	OF I have become	s sat my hand and n	otorial soal this
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	, 2020.		
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ACCEPTANCE

ACCEPTED THIS	DAY OF	, 2025
		ES OF AMERICA, acting by and General Services Administration
	BY Of	T:
<u>ACF</u>	KNOWLEDGEMEN	<u>T</u>
Commonwealth of Massachusetts)	
County of Suffolk) ss.	
In Boston, in said County and State before me, the undersigned notary, Real Property Disposition, Public B Boston, Massachusetts, proved to m which was a U.S. General Services is signed on the preceding instrume deed in his capacity as Director, Of Region, Boston, Massachusetts.	personally appeared Juildings Service, Gen the through satisfactory Administration ID can and by him duly ex	ohn Kelly, Director, Office of heral Services Administration, we evidence of identification, and, to be the person whose name hecuted, to be his free act and
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		irico, Notary Public sion expires: November 8, 2030
	1,17 0011111115	51011 Unpires. 1 to tellioet 0, 2050

EXHIBIT "A"

THE EAST 161.00 FEET OF THE NORTH 198.00 FEET OF LOT 1, AND LOTS 4, 5 AND 6, IN BLOCK 22, THE EAST 161.00 FEET OF LOT 1, AND LOTS 2, 3, 4, 5 AND 6, IN BLOCK 23, TOGETHER WITH THE NORTH-SOUTH ALLEY ADJOINING AND ABUTTING THE SAID LOTS; ALL IN COMSTOCK PLAT OF THE CITY OF GRAND RAPIDS, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF IN LIBER 3 OF PLATS, PAGE 26, KENT COUNTY RECORDS