

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of _____, 2008 ("Effective Date") by and between the City of Ann Arbor, a Michigan municipal corporation with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107 ("Seller") and Jeanne Properties LLC, a Michigan limited liability company with offices at 210 S. Ashley St., Ann Arbor, Michigan 48104 ("Purchaser").

Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser on the terms and subject to the conditions set forth in this Agreement, certain real estate legally described on Exhibit A attached to this Agreement ("Real Property").

Purchaser does not and will not assume any liabilities of Seller by execution of this Agreement, except as expressly set forth below:

1. **Purchase Price:** The purchase price ("Purchase Price") for the Real Property is Two Hundred Ninety-five Thousand and no/100 dollars (\$295,000.00) payable at Closing. If this Agreement is terminated so that purchase is not closed, the Purchaser and the Seller shall have no further liability to the other under this Agreement except as stated in this provision.
2. **Title; Survey:** Seller agrees to convey good and marketable title to the Real Property to Purchaser by warranty deed subject only to the exception(s) that are permitted by this Agreement ("Permitted Encumbrances"). As evidence of title to the Real Property, Seller shall, within thirty (30) days after the date of approval of this Agreement by City Council ("Effective Date"), obtain at the Seller's expense, and provide a copy to Purchaser, a commitment ("Title Commitment") from a title company satisfactory to Purchaser to issue an owner's title insurance policy insuring Purchaser in the amount of the purchase price, without the standard printed exceptions, on the latest form approved by the American Land Title Association ("ALTA") for the State of Michigan. Promptly following approval of this Agreement by City Council, Purchaser shall provide to Seller written notice of such approval. Title Commitment must show good and marketable title to the Real Property to be in Seller's name, subject only to (a) beneficial easements and restrictions of record that are acceptable to Purchaser, in its sole discretion, and (b) the requirements to be satisfied set forth in the Title Commitment. Seller agrees not to place or to permit any third party to place any additional liens, easements, restrictions, claims or encumbrances against the Real Property following the Effective Date which will not be discharged at Closing or modify same, unless consented to by Purchaser in writing, at its sole discretion.

It is acknowledged that Purchaser shall at its expense obtain a survey of the Real Property showing, at minimum, the location of all boundary lines, easements and areas affected by any recorded documents affecting the Real Property and any encroachment onto the Real Property by any improvement, easement or adjoining property (the "Survey"). Purchaser shall, promptly after receipt, provide a copy of that Survey to the Seller and the Title Company. Seller shall not be obligated to provide a Survey so to delete the survey exception on the title insurance policy. Any Survey prepared shall be by a registered land surveyor licensed in accordance with the laws of the State of Michigan and shall be certified in accordance with all applicable regulations to Purchaser and the Seller.

The Purchaser agrees to cause the Survey to be updated, if necessary, to conform to the Title Commitment so as to reflect on the Survey the encumbrances affecting the Real Property as evidenced by Title Commitment.

Within fifteen (15) business days following receipt of the Title Commitment together with copies of all items of record of any objections to title as may be evidenced by the Title Commitment issued or shown on the Survey, Purchaser shall notify Seller if Title Commitment discloses any exceptions not permitted by this Agreement or if the Survey shows any deviation from apparent boundaries or represents any encroachment or condition that in the Purchaser's sole judgment could interfere with Purchaser's intended use of the Real Property ("Defect"). Seller shall, at Seller's sole discretion and at its expense, within thirty (30) days from receipt of Purchaser's "Notice of Defect": (a) use reasonable effort to remove or correct each such Defect; or (b) notify Purchaser in writing that Seller has elected not to cure any such Defects. Any item not objected to by the Purchaser or which have been waived by Purchaser in writing are herein referred to as the "Permitted Encumbrances." Seller and Purchaser shall satisfy the requirements applicable to such party set forth in the Title Commitment on or before the Closing Date. If Seller fails to cure a Defect within the foregoing thirty (30) day period or Seller has elected not to cure any Defect, Purchaser at its sole option, may, by providing written notice to Seller within five (5) days from the expiration of the foregoing cure period or receipt of Seller's notice that it has elected not to cure a Defect, whichever is applicable: (a) proceed to Closing, waiving the Defect at issue, (b) with respect to a Defect that Seller has elected to cure, extend the Closing for a period of up to ten (10) days to allow for cure of such Defect, or (c) terminate this Agreement, in which event neither party shall have any further rights or obligations under this Agreement, except for any indemnity obligations which shall survive.

3. **Access Prior to Closing:** Purchaser, its surveyors, or other agents may from time to time prior to Closing enter the Real Property to perform all inspection or other work contemplated by this Agreement so long as in doing so, the Seller's use and enjoyment of the Real Property is not unreasonably interfered with by Purchaser, its surveyors, or other agents. Seller agrees to be available and fully cooperate with, subject to advanced notice and at times mutually agreeable, Purchaser's consultants or contractors to expedite the preparation of appraisals, surveys, environmental reports, baseline reports and City physical inspections of the Real Property. Purchaser shall use all reasonable efforts to minimize any damage to the Real Property and, in the event any portion of the Real Property is disturbed or altered by virtue of Purchaser's activities, Purchaser shall promptly, at its sole cost and expense, restore the Real Property to substantially the same condition that existed prior to such disturbance or alteration. Purchaser shall indemnify and hold harmless Seller from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of the activities of Purchaser or its agents, employees or contractors. Notwithstanding the above, the Purchaser reserves the right to assert any defense it may have, whether in law or equity, to any such claim, liability, suit, cost, expense or damage.
4. **Seller's Documents:** No later than five business days after the Effective Date, Seller shall provide Purchaser with the following without warranty as to the correctness or completeness of same: (a) a true and complete schedule setting forth all taxing authorities to which taxes and/or assessment are paid by reason of ownership of the Real Property; with respect to each taxing authority the current assessed valuation therefore, the applicable tax years and tax rates, and any pending tax exemptions or abatements and the terms, amounts and bases thereof; any assessment payable in annual installments, which has become a lien or of which the Seller has knowledge, (b) all title policies pertaining to and surveys of the Real Property, (c) any notices with respect to the Real Property received from a governmental agency by the Seller in connection with the use and operation of the Real Property in its current manner, including wetland and

fill permits, zoning variances, and environmental reports, notices or similar documents (collectively, the "Seller Documents").

Any Seller Documents not in Seller's possession or control upon execution of this Agreement, but which come into Seller's possession or control prior to Closing, shall be delivered to Purchaser no later than the Closing Date. If Seller does not possess an item referenced but has actual knowledge of its existence, Seller shall disclose to the full extent of Seller's actual knowledge the information contained in the document or the whereabouts of the document and assist Purchaser in obtaining the document. If Closing does not occur Purchaser will return to Seller any document produced in accordance with the requirements of this provision.

5. **Environmental Assessment:** Purchaser shall have the right to conduct an environmental site assessment ("ESA") of the Real Property, including a Phase I/II EA or BEA and collect any samples of soil, groundwater, air or other environmental medium or matter on the Real Property. After completion of the ESA, if the Purchaser desires to or is required to perform additional environmental testing based on recognized environmental contamination ("REC"), a copy of ESA and written synopsis of the scope of the additional environmental testing (Environmental Testing Work Plan Report) will be provided to Seller. The Purchaser reserves the right after receipt and review of the Environmental Testing Work Plan Report, at its sole discretion to either acknowledge its continued interest in the acquisition of the Real Property subject to the results of the additional testing or terminate this Agreement without liability. If necessary, Closing shall be postponed for a reasonable period, not to exceed thirty (30) days, for the purposes of conducting any additional testing recommended by Purchaser's environmental consultants in connection with any REC's. On receipt of the additional testing reports Purchaser shall provide copies to Seller with notice of its intent to proceed to Closing or terminate this Agreement, at its sole discretion, based on an unsatisfactory environmental assessment and without liability.

The Purchaser shall pay the cost of the environmental assessment. Purchaser shall be responsible for restoring any portion of the Real Property to the same condition existing prior to the environmental assessment to the extent reasonably practicable. The environmental assessment, and the results thereof, shall be delivered to the Purchaser and be the property of the Purchaser. Until such time as Purchaser's has acquired the Real Property, the Purchaser agrees that it shall not disclose the results to any other party, except as necessary to acquire the Real Property, or as may otherwise be required by law.

Purchaser shall use all reasonable efforts to minimize any damage to the Real Property and, in the event any portion of the Real Property is disturbed or altered by virtue of Purchaser's activities, Purchaser shall promptly, at its sole cost and expense, restore the Real Property to substantially the same condition that existed prior to such disturbance or alteration. Purchaser shall indemnify and hold harmless Seller from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of the activities of Purchaser or its agents, employees or contractors. Notwithstanding the above, the Purchaser reserves the right to assert any defense it may have, whether in law or equity, to any such claim, liability, suit, cost, expense or damage.

6. **Seller Representations and Warranties:**

To the actual knowledge of Seller, and except as may be shown on any due diligence obtained by the Purchaser, (a) the Real Property is and has been owned, used and operated in compliance with all presently applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous substances, and the protection of health and the environment; (b) Seller has received no written notice that any contamination was ever present on the Real Property, except as identified in the attached statement (if applicable); (c) there are no claims, litigation, proceedings, inquiries, investigations, dispute pending or threatened against or relating to the Real Property which could affect Seller's ability to perform this Agreement or cause liability to accrue to Purchaser as a buyer and owner of the Property; (d) there are no unrecorded water, mineral or oil or gas rights or easements or claims of easement, restrictions, agreements, covenants, encumbrances or boundary line disputes, gaps, encroachments or overlaps in respect to the Real Property; (e) neither this Agreement nor anything to be done hereunder violates or shall violate any contract, document, agreement or other instrument, or any law, regulation, permit, ordinance, order or other legal requirement which Seller is a party or by which Seller or the Real Property is bound; (f) no permission, approval or consent by any third party or governmental authority, or any individual or entity connected with Seller, is required in order for Seller to enter into this Agreement or to perform its obligations hereunder except as identified in the attached statement (if applicable). Seller is a governmental unit of the State of Michigan and has the full power and authority to enter into this Agreement, all necessary action has been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Seller of the covenants and obligations to be performed by it hereunder.

Seller shall immediately notify Purchaser if any of the foregoing representations and warranties ceases to be true and correct. On receipt of such notice, Purchaser may for a period of thirty (30) days after receipt elect to terminate the Agreement, in which case neither party shall have any further obligation to the other, except that Seller's and Purchaser's obligations to pay the costs and expenses that are their responsibility under this Agreement shall survive any such termination.

All warranties set forth shall be deemed to have been made again by Seller as of the Closing Date. To the extent permitted by law, Seller agrees to defend and indemnify Purchaser against and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attorneys' fees and disbursements, resulting from any material misrepresentation or breach of the warranties set forth in this paragraph. Notwithstanding the above, the Seller reserves the right to assert any defense it may have, whether in law or equity, including but not limited to governmental immunity, to any such claim, liability, suit, cost, expense or damage. The representations, warranties, obligations and covenants set forth in this paragraph shall survive the Closing for a period of two (2) years.

7. **Purchaser Representations and Warranties:** All necessary corporate action has been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Purchaser of the covenants and obligations to be performed by it hereunder.

8. **Contingencies:** Purchaser's obligation to consummate the purchase is contingent upon: (a) Acceptable Environmental Assessment; and (b) Acceptable

Evidence of Title. Seller's obligation to consummate the sale is contingent on obtaining necessary approval for the sale by the governing body of the City of Ann Arbor and (b) Acceptable Evidence of a Lease between Purchaser and Village Green Residential Properties, LLC, effective at closing for staging in connection with the Ann Arbor City Apartments development project subject to appropriate reservation of rights of ingress and egress by Purchaser and as stated in Provision 11 below . In the event that that the foregoing contingencies have not been satisfied by June 30, 2008, Seller and Purchaser shall each have the right to terminate this Agreement or waive the contingency by providing written notice to the other on or before June 30, 2008. If the right to terminate this Agreement is exercised the parties shall not have any further rights or obligations under this Agreement, except for any indemnity obligations which shall survive.

9. **Pre-Closing Covenants of Seller:** Prior to Closing, Seller shall: (a) exert commercially reasonable efforts to maintain the Real Property in good condition and repair, normal wear and tear excepted and continue all maintenance and services as customarily provided in the past; (b) comply with all terms, conditions and provisions of all agreements affecting the Real Property and suffer no default under such agreements except those matters being contested by Seller in good faith.
10. **Taxes and Assessments:** General real estate taxes and ad valorem taxes assessed against the Real Property for the year of Closing shall be prorated as of the date of conveyance. For purposes of this Agreement taxes are considered paid in advance.
11. **Additional Terms:** The parties agree that the following are additional terms and conditions of purchase and sale of the Real Property.

Seller: Seller shall use its best efforts to assist in the relocation of public easements and the utility improvements located within such easements (including but not limited to electrical power service) to appropriate locations within the alley as rededicated by City Council or from the alley adjacent to the Real Property to the location(s) specified on the attached Survey by Washtenaw Engineering Company, dated July 10, 2007 as revised August 2, 2007. For any utility relocation which requires a grant of easement from the City, the grant of easement(s) for same shall be presented to City Council for approval prior to closing on the Real Property. It is anticipated that the existing 10' wide grant of easement to DTE encumbering the Real Property, which was established by the instruments recorded in Liber 1319, Page 472, Liber 1336, Page 708, Liber 1336, Page 710 and Liber 1408, Page 744 Washtenaw County Records (the "DTE Easement") will be abandoned by DTE and the grant of easement terminated by City Council. It is understood by the parties that the decision to approve the new DTE easement and to abandon the existing DTE easement location and related work request is solely the decision of DTE and further that Seller has no independent decision-making authority as to the decision to abandon the existing DTE easement. Notwithstanding the parties interest in securing approval of proposal made to DTE, in the event that DTE has not relocated the DTE Easement and utility improvements located within the DTE Easement and/or the DTE Easement has not been abandoned as anticipated on or before June 30, 2008 the parties shall continue to perform their respective obligations, in accordance with and subject to the terms and conditions of this Agreement and Purchaser may pursue relocated of the DTE Easement independently with DTE. Within a reasonable time following Closing, taking into consideration the City's approval process for such projects, weather conditions and adjacent development, the City shall perform improvements to the alley located between Liberty Street and Washington Street as

necessary to accommodate vehicular traffic. It is acknowledged that the alley will be scheduled by the Downtown Development Authority for improvement/restoration at a later date.

Purchaser: Purchaser shall on acquiring title to the Real Property (a) exert commercially reasonable efforts to maintain the undeveloped portion of the Real Property in good condition and repair, normal wear and tear excepted and continue all maintenance and services substantially as provided in the past; (b) if requested, negotiate and execute a lease at fair market rental rates or such other consideration as may be agreed to by the parties for all or a portion of the Real Property as a staging area with Village Green Residential Properties, LLC in connection with the Ann Arbor City Apartments development project terms and under conditions agreeable to the Purchaser effective the date of Closing to commence on a date mutual agreeable to Purchaser and Village Green, provided that, (i) Purchaser shall be entitled to exclude from such lease a sufficient portion of the Real Property required for vehicular ingress and egress to and from W. Washington St. in event that Purchaser's current means on ingress and egress to and from W. Washington St. is blocked as a result of the development of adjacent property and (ii) the lease may be automatically terminated if Village Green does not obtain all necessary approvals to construct the Ann Arbor City Apartments development project, within one (1) year from the Effective Date, in which case Purchaser agrees to lease the Real Property for staging purposes at fair market rental rates and under terms and conditions agreeable to the Purchaser with the Developers of the Tierra on Ashley development project. Purchaser shall not be obligated to lease the Property in accordance with the foregoing for a period extending beyond three (3) years from the Effective Date. In addition, any such lease(s) shall terminate at such time as Purchaser commences development of the Property. For the purposes of this Agreement commencement of development shall mean that Purchaser has received final site plan approval to develop all or a substantial portion of the Property, if required for such project, and has obtained the necessary permit(s) from the City to develop the Property. It is understood that for any period of time the Real Property is not subject to a staging lease, Purchaser shall be responsible to comply with all applicable law regarding maintenance and use of the Real Property and (c) should Purchaser fail to commence development of the Real Property within ten(10) years from the Closing date. Seller shall have the right to repurchase the Real Property for the Purchase Price or the then-current appraised fair market value for the Property, whichever is greater. It is understood by and between the parties that the obligations set forth in this paragraph shall survive the Closing for the periods specified herein.

12. **Closing:** The Closing shall take place as soon as reasonably possible following the satisfaction or waiver of the conditions and contingencies in this Agreement. Closing shall take place at the selected Title Company's offices at such time and date as mutually agreeable to Seller and Purchaser.

At Closing, Seller shall execute and deliver the following: (a) a warranty deed, in recordable form; (b) Closing statement setting for the purchase price, closing adjustments and disbursements; (c) affidavit in the form prescribed by the Title Company and required by the Title Company for the removal of its standard printed exceptions and inclusion of the endorsements (such endorsements to be at the cost of the Purchaser); (d) evidence that all leases and other rights of occupancy have been terminated or notice of termination has been served to satisfy transfer of possession to Purchaser on the date agreed to by the parties or satisfactory subrogation agreements of rights not subject to termination as agreed to by Purchaser; (e) real estate transfer tax declaration; (f) any other documents reasonably necessary or legally required to complete and evidence the purchase

and/or to establish that the Real Property is free and clear of all liens and encumbrances other than Permitted Exceptions.

Seller shall pay at Closing all recording and filing costs in connection with curing any Defects and/or discharging any consensual liens and/or mortgages; all transfer taxes, the base title insurance premium for Purchaser's owner's policy of title insurance and one-half (1/2) of the escrow/closing fees charged by the Title Company.

At Closing, Purchaser shall execute and/or deliver the following: (a) the purchase price, subject to adjustments and prorations identified in this Agreement; (b) closing statement setting forth the purchase price, closing adjustments and disbursements; (c) a resolution authorizing the purchase of the Real Property; (d) the survey referenced in paragraph 2; (e) any other documents reasonably necessary or legally required to evidence the purchase.

Purchaser at Closing shall pay the recording fee for received warranty deed. At or before Closing Purchaser shall pay any pre-closing investigations done by the Purchaser or its agents, whether required by the terms of this Agreement or independently commissioned and one-half (1/2) of the escrow/closing fees charged by the Title Company

13. **Miscellaneous:** The following general provisions shall apply: (a) This Agreement shall bind and benefit Seller, Purchaser and their respective successors and permitted assigns; (b) all notices under this Agreement shall be in writing and shall be delivered to Seller and Purchaser as follows:

Purchaser: Jeanne Properties, LLC
210 S. Ashley St.
Ann Arbor, MI 48104
Attn: Mark Hodesh

cc: Duncan P. Ogilvie, Esq.
MILLER, CANFIELD, PADDOCK and STONE, P.L.C.
101 N. Main Street, 7th Floor
Ann Arbor, MI 48104-1400

Seller: City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, MI 48104
Attn: Tom Crawford, CFO

cc: Mary Joan Fales
Senior Assistant City Attorney
100 N. Fifth Avenue
Ann Arbor, MI 48107

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan; (d) risk of loss or damage to the Real Property and all liability to third persons until Closing shall, except as otherwise expressly provided herein or caused by Purchaser, its contractors, agents, employees or successors, be borne by Seller; (e) Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the party so excusing or waiving. No waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement;

(f) headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement; (g) this Agreement may not be amended, altered or modified unless done so in writing and approved by the parties in the same manner as this Agreement; (h) if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder shall stand unless either party elects to terminate this Agreement within seven (7) days of the determination, in which case the Earnest Money (if any) shall be returned to Purchaser and neither party shall have any further rights against the other under this Agreement, except that the Seller's and Purchaser's obligations to pay the costs and expenses that are their responsibility under this Agreement shall survive any such termination; (i) this Agreement and its exhibits (if any) contain all of the representations and statements by Seller and Purchaser to one another and express the entire understanding between the Seller and Purchaser with respect to the purchase of the Real Property. All prior and contemporaneous communications concerning the purchase are merged in and replaced by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth.

SELLER:

CITY OF ANN ARBOR, a Michigan municipal corporation

By: _____
John Hieftje, Mayor (Date)

By: _____
Jacqueline Beaudry, City Clerk (Date)

PURCHASER:

JEANNE PROPERTIES LLC,
A Michigan limited liability company

By: _____
Mark Hodesh (Date)

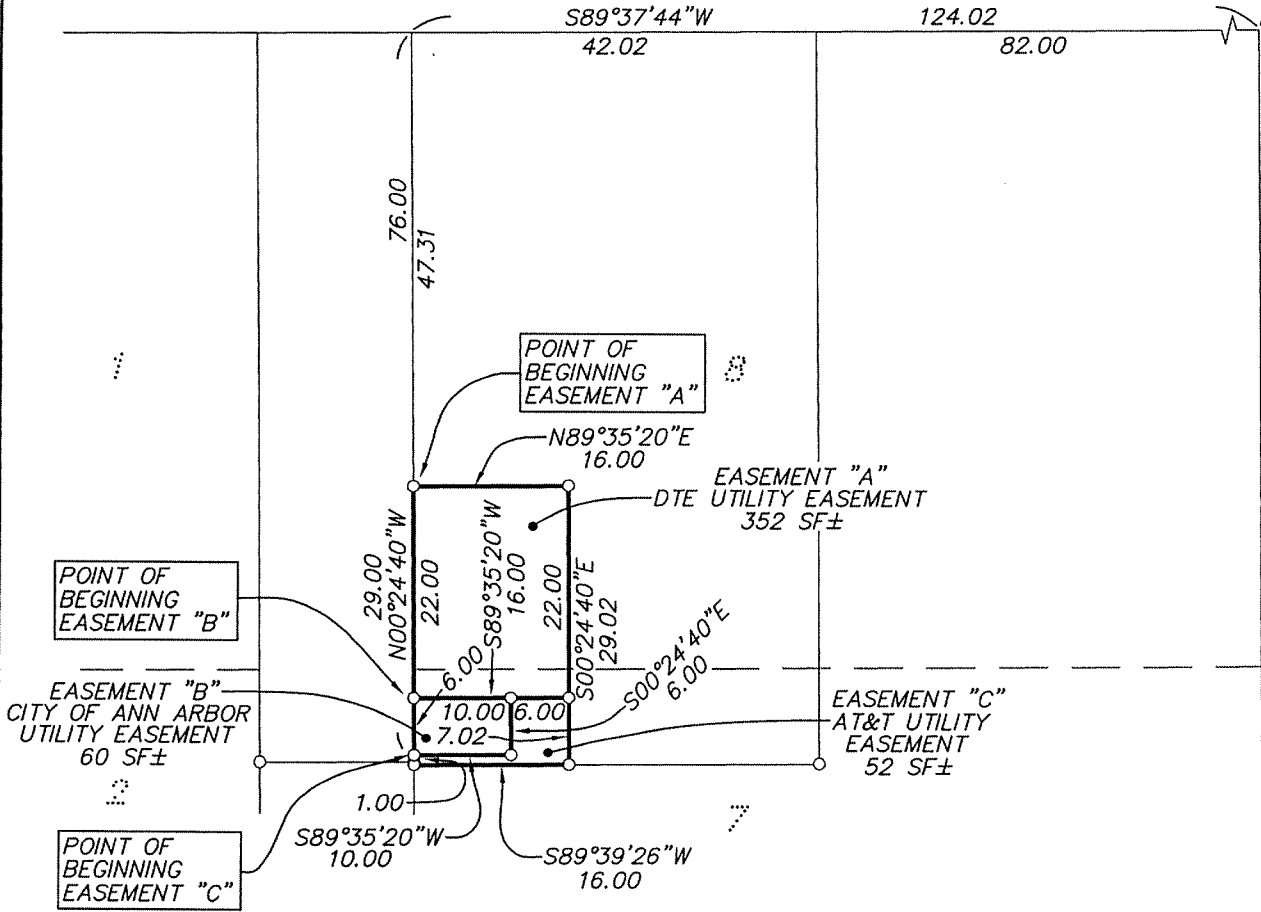
Its: _____

EXHIBIT A
Legal Description

Commencing at the Northeast corner of Lot 8, Block 2 South, Range 2 East, "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" as recorded in Transcripts, Page 152, Washtenaw County Records; thence S89°37'44"W 82.00 feet along the Southerly right-of-way line of West Washington Street to the POINT OF BEGINNING; thence S00°27'27"E 76.33 feet along a line parallel to and 82 feet West of the Westerly right-of-way line of South Ashley Street; thence S89°39'26"W 42.08 feet along the Southerly line of the North 10 feet of Lot 7, of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR"; thence N00°24'40"W 76.31 feet along the Westerly line of said Lots 7 and 8; thence N89°37'44"E 42.02 feet along the Southerly right-of-way line of West Washington Street to the Point of Beginning. Being a part of Lots 7 and 8, Block 2 South, Range 2 East, "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR," Washtenaw County Michigan as recorded in Transcripts, Page 152, Washtenaw County Records; EXCEPTING a 16 feet by 29 feet utility easement, being 464 square feet more or less. Being subject to easements and restrictions of record, if any.

W. WASHINGTON ST. (VARIABLE WIDTH)

NE CORNER LOT 8,
BLOCK 2 SOUTH,
RANGE 2 EAST
"ORIGINAL PLAT OF
THE VILLAGE (NOW
CITY) OF ANN ARBOR"



SCALE: 1 INCH = 20 FEET

LEGEND

PROFESSIONAL SURVEYOR NO. 24620

WASHTENAW ENGINEERING COMPANY

CIVIL ENGINEERS * PLANNERS
SURVEYORS * LANDSCAPE ARCHITECTS
3250 W. LIBERTY RD.
ANN ARBOR, MICHIGAN 48103
TEL. 734-761-8800 FAX. 734-761-9530
weco@wengco.com
www.washtenawengineering.com

CLIENT: ANN ARBOR DDA	
SECTION <u>29</u>	
TOWN <u>2</u>	SOUTH * RANGE <u>6</u> EAST
CITY OF ANN ARBOR	
WASHTENAW COUNTY * MICHIGAN	
DATE <u>7-10-07</u>	REV. <u>8-2-07</u>
DRAWN <u>DJH</u>	JOB <u>30294 (294-DTE)</u>
CHECK <u>TLS, NNF</u>	F.B.
SHEET <u>1 OF 2</u>	FILE NO. <u>R-9259</u>

STATE OF MICHIGAN
REGISTERED LAND SURVEYOR
THOMAS L. SUTHERLAND
No. 24620

EASEMENT A (DTE)


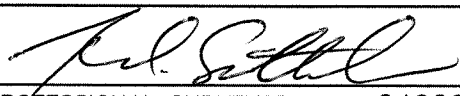
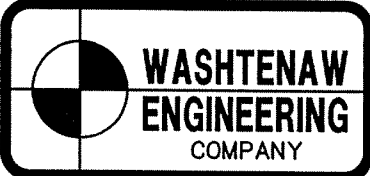
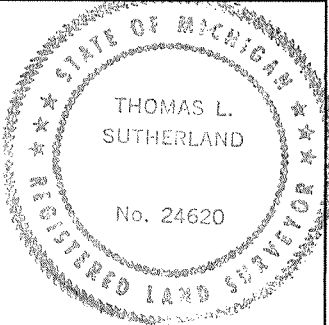
Commencing at the Northeast corner of Lot 8, Block 2 South, Range 2 East, "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" as recorded in Transcripts, Page 152, Washtenaw County Records; thence S89°37'44"W 124.02 feet along the Southerly right-of-way line of West Washington Street to the Northwest corner of said Lot 8; thence S00°24'40"E 47.31 feet along the Westerly line of said Lot 8 to the POINT OF BEGINNING; thence N89°35'20"E 16.00 feet; thence S00°24'40"E 22.00 feet; thence S89°35'20"W 16.00 feet; thence N00°24'40"W 22.00 feet along the Westerly line of said Lot 8 and the Westerly line of Lot 7 of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" to the Point of Beginning. Being a part of Lots 7 and 8, Block 2 South, Range 2 East, of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" and containing 352 square feet of land, more or less. Being subject to easements and restrictions of record, if any.

EASEMENT B (CITY OF ANN ARBOR)

Commencing at the Northeast corner of Lot 8, Block 2 South, Range 2 East, "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" as recorded in Transcripts, Page 152, Washtenaw County Records; thence S89°37'44"W 124.02 feet along the Southerly right-of-way line of West Washington Street to the Northwest corner of said Lot 8; thence S00°24'40"E 69.31 feet along the Westerly line of said Lot 8 and the Westerly line of Lot 7 of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" to the POINT OF BEGINNING; thence N89°35'20"E 10.00 feet; thence S00°24'40"E 6.00 feet; thence S89°35'20"W 10.00 feet; thence N00°24'40"W 6.00 feet along the Westerly line of said Lot 7 to the Point of Beginning. Being a part of Lot 7, Block 2 South, Range 2 East, of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" and containing 60 square feet of land, more or less. Being subject to easements and restrictions of record, if any.

EASEMENT C (AT&T)

Commencing at the Northeast corner of Lot 8, Block 2 South, Range 2 East, "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" as recorded in Transcripts, Page 152, Washtenaw County Records; thence S89°37'44"W 124.02 feet along the Southerly right-of-way line of West Washington Street to the Northwest corner of said Lot 8; thence S00°24'40"E 75.31 feet along the Westerly line of said Lot 8 and the Westerly line of Lot 7 of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" to the POINT OF BEGINNING; thence N89°35'20"E 10.00 feet; thence N00°24'40"W 6.00 feet; thence N89°35'20"E 6.00 feet; thence S00°24'40"E 7.02 feet; thence S89°39'26"W 16.00 feet; thence N00°24'40"W 1.00 feet along the Westerly line of said Lot 7 to the Point of Beginning. Being a part of Lot 7, Block 2 South, Range 2 East, of said "ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR" and containing 52 square feet of land, more or less. Being subject to easements and restrictions of record, if any.

		SCALE: 1 INCH = 20 FEET	
LEGEND		PROFESSIONAL SURVEYOR NO. 24620	
 <p>WASHTENAW ENGINEERING COMPANY</p> <p>CIVIL ENGINEERS * PLANNERS SURVEYORS * LANDSCAPE ARCHITECTS 3250 W. LIBERTY RD ANN ARBOR, MICHIGAN 48103 TEL. 734-761-8800 FAX. 734-761-9530 weco@wengco.com www.washtenawengineering.com</p>	CLIENT: ANN ARBOR DDA		
	SECTION <u>29</u>		
	TOWN <u>2</u> SOUTH * RANGE <u>6</u> EAST		
	CITY OF ANN ARBOR		
	WASHTENAW COUNTY * MICHIGAN		
DATE <u>7-10-07</u>	REV. <u>8-2-07</u>		
DRAWN <u>DJH</u>	JOB <u>30294 (294-DTE)</u>		
CHECK <u>TLS, NNF</u>	F.B.		
SHEET <u>2 OF 2</u>	FILE NO. <u>R-9259</u>		