#### FIRST AMENDMENT TO WEST TOWNE CONDOMINIUMS DEVELOPMENT AGREEMENT

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107 ("City") and West Towne Acquisitions, LLC, a Michigan limited liability
company (and successor-in-interest to Liberty and Maple LLC), having its offices at
, Ann Arbor, Michigan 48104 ("Proprietor") agree to amend the West Towne
Condominiums Development Agreement ("Agreement") executed by the CITY and Liberty & Maple
LLC, a Michigan limited liability company, and the previous developer of the property, dated July 18,
2005, recorded in Liber 4524, Page 242, Washtenaw County Records, regarding the land currently
known as West Towne Condominiums, now being developed as Blue Heron Pond, as described in the attached Exhibit A, as follows:
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# 1. The Agreement is amended to add the following Whereas clauses following the original Whereas clauses:

1	VHEREAS, West Towne Acqu	uisitions, LLC, is no	w the owner of the la	and, or controls the
land thro	ough the West Towne Condon	ninium, and desires	planned project site	plan of the land as
Blue He	rron Pond Planned Project Sit	e Plan;		

WHEREAS, on	, City Council approved the Blue Herron Pond Planned
Project Site Plan.	

WHEREAS, the obligations of the West Towne Condominiums Development Agreement run with the land and West Towne Acquisitions, LLC now desires to assume all obligations of the original Agreement that have not been previously satisfied.

## 2. Paragraph (P-9), (P-10), (P-16), (P-17), (P-20), (P-21) and (P-22) have been satisfied and are deleted.

#### 3. Exhibit A is incorporated herein by reference.

Proprietor hereby agrees to assume all obligations of the PROPRIETOR in the Agreement.

All terms, conditions, and provisions of the Agreement between the parties executed July 18, 2005, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the Agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this	, 201	13
Date a time	 ,	_

### For City of Ann Arbor Ву\_\_\_\_ John Hieftje, Mayor Ву\_\_\_\_ Jacqueline Beaudry, City Clerk Approved as to form and content Approved as to substance Stephen K. Postema, City Attorney Steven D. Powers, City Administrator **For Proprietor** By\_\_\_\_\_ STATE OF MICHIGAN ) ) ss: County of Washtenaw ) On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared John Hieftje, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority. **NOTARY PUBLIC** County of Washtenaw, State of Michigan My Commission Expires: \_\_ Acting in the County of Washtenaw STATE OF MICHIGAN ) ) ss: County of Washtenaw ) On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared\_\_\_\_\_ , to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

NOTARY PUBLIC

County of Washtenaw, State of Michigan My Commission Expires: \_\_\_\_\_\_\_Acting in the County of Washtenaw

DRAFTED BY AND AFTER RECORDING RETURN TO:

Kevin S. McDonald (P-61761) City of Ann Arbor, Office of the City Attorney 100 N. Fifth Avenue PO Box 8647 Ann Arbor, MI 48107

### Exhibit A

Land Description:
[Existing Legal Description]
Now known as:
[Condominium Legal Description]
Tax ID #: