

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of June 3, 2008

SUBJECT: Hampton Inn Planned Project Site Plan (2900 Jackson Road)
File No. 8251W1.5a

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Hampton Inn Planned Project Site Plan and Development Agreement, subject to providing building and parking setbacks in excess of the minimum requirements of the zoning district as shown on the site plan.

STAFF RECOMMENDATION

Staff recommends that the site plan be **approved** because the contemplated development complies with all applicable state, local and federal laws, ordinances, standards and regulations; the development limits the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; and the development does not cause a public or private nuisances and does not have a detrimental effect on the public health, safety or welfare.

Staff further recommends that the planned project modifications be **approved** because the contemplated development complies with the minimum standards set forth for approval and the proposed modifications provide for building and parking setbacks in excess of the minimum requirement for the zoning district.

LOCATION

This site is located on the north side of Jackson Road, west of the entrance ramp to eastbound I-94 and roughly across the street from Weber's Inn (West Area, Honey Creek Watershed).

DESCRIPTION OF PETITION

The 8.8-acre subject site currently contains two hotel buildings, a Super 8 Motel and a Best Western, and is zoned R5 Hotel/Motel District. The petitioners intend to demolish the Super 8 Motel and request planned project site plan approval to construct a 4-story, 101-room Hampton Inn hotel building. The Best Western hotel will remain unchanged.

The proposed Hampton Inn hotel is located in generally the same location on the site as the former Super 8 Motel. The existing parking lot that serves the entire site will be slightly reconfigured and be reduced by 25 spaces to a total of 350 spaces to serve both hotels. No changes are proposed to the two existing curb cuts that provide access to the site from Jackson Road. A new public sidewalk is proposed along Jackson Road, including a pedestrian crosswalk across the road median and connecting with the bus stop on the south side of Jackson Road near Mason Avenue.

The existing storm water management system will be improved to accommodate 100-year storm water volume from the entire site. Two new ponds are proposed in the western portion of the site and the existing pond on the north side of the site will be expanded.

The subject site is surrounded by thick vegetation in the setback areas, within which are a few landmark trees. No landmark trees are proposed to be removed or impacted due to the construction of the new hotel or the storm water management improvements.

Planned project modifications are requested to increase the allowed height from the normal maximum of 40 feet to 44 feet. The increase is requested to accommodate a ceiling height on the first floor of 14 feet. The second, third and fourth stories of the proposed building are each 10 feet in height.

SURROUNDING LAND USES AND ZONING

| | LAND USE | ZONING |
|--------------|---|--|
| NORTH | Transportation (I-94) | R5 Hotel/Motel |
| EAST | Transportation, Hotel | R5, C3 Fringe Commercial |
| SOUTH | Transportation, Hotel, Single-family Res. | Unzoned, R1C Single-family Residential |
| WEST | Transportation, Hotel | Unzoned, R5 |

COMPARISION CHART

| | | EXISTING | PROPOSED | REQUIRED/PERMITTED |
|-------------------|--------------------------------------|--|--|---|
| Zoning | | R5 Hotel/Motel | R5 | R5 |
| Gross Lot Area | | 383,328 sq ft | 383,328 sq ft | 383,328 sq ft |
| Lot Area Per Room | | 1,758 sq ft per room (55 rooms Super 8, 163 rooms Best Western) | 1,452 sq ft per room (101 rooms Hampton Inn, 163 rooms Best Western) | 900 sq ft per room MIN (425 rooms MAX) |
| Setbacks* | Front (south/southwest; Jackson Av.) | 130 ft Super 8 134 ft Best Western | 125 ft Hampton Inn No change Best Western | 50 ft MIN |
| | Front (east, I-94 ramp) | 56 ft Best Western | No change Best Western | 50 ft MIN |
| | Front (north, I-94) | 129 ft Super 8 108 ft Best Western | 76 ft Hampton Inn No change Best Western | 50 ft MIN |
| Height | | Approx. 25 ft Super 8 Approx. 40 ft Best Western | 44 ft Hampton Inn No change Best Western | 40 ft/4 story MAX |
| Vehicle Parking | | 375 spaces | 350 spaces | 338 spaces MIN |
| Bicycle Parking | | None | 3 Class A spaces | 3 spaces MIN |

* Site has only front setback requirements, no side or rear, as all property lines abut public rights-of-way.
Shading indicates planned project modifications are needed to allow as proposed.

HISTORY

A Holiday Inn was constructed on the east portion of the site in 1962 and was remodeled, added on to, and eventually converted into a Holi-dome in the following decades. There is no site plan on file for the original construction of the Holiday Inn; however, most other improvements and changes to the site were done by site plan approvals or administrative amendments and are on file.

The west portion of the site was annexed from Scio Township in 1975 and appears to have been excess highway right-of-way sold to Murray Smith and his wife. It is unclear whether the Super 8 Motel was constructed at or near the time the Holiday Inn was originally constructed or some time since then.

PLANNING BACKGROUND

This site is located in the West Area. The West Area Plan (adopted 1995) future land use recommendation for this site and the surrounding area is commercial use which includes hotels and motels.

Staff notes that, based on descriptions found in previous staff reports for proposed site plans for minor modifications (now called site plans for Planning Commission approval), the east side of the site was considered a side property line rather than a front property line in the past. (The last approved plan was in 1985.) The existing parking along the east side of the property, abutting the I-94 entrance ramp, is within the 50-foot minimum front setback area currently applied. This situation is considered an existing nonconforming condition and can remain as no changes are proposed to the parking area abutting the east property line. Staff also notes that amendments to the Zoning Ordinance are proposed which may reduce the minimum required front setback dimension in the R5 district, and also to eliminate the requirement to consider property lines that abut a limited access highway a front property line. Either of these amendments may bring the site back into conformance with regard to the parking along the east property line.

PLANNED PROJECT STANDARDS

Planned project approval is requested to allow an increase in the maximum permitted height, from the normally required 40-foot maximum height limit to 44 feet. The modifications will help to achieve the objectives of the development program by allowing the first floor of the proposed 4-story building to be 14 feet in height and the second, third and fourth floors to be 10 feet in height. The additional first floor height enables a more inviting and grand lobby area as well as more spacious-feeling conference and event rooms.

Based upon compliance with the following standards, the Planning Commission may recommend approval, and City Council may approve modifications of the area, height and placement regulations of the Zoning Chapter in the form of a planned project site plan: (Petitioner comments are in plain type; *staff comments are in italics.*)

1. **The lot(s) included in the planned project must meet the minimum gross lot size requirement of the zoning district in which they are located.**

The minimum lot size required in the R5 district is 20,000 square feet. The subject site has 383,328 square feet (approximately 8.8 acres).

2. The proposed modifications of zoning requirements must provide one or more of the following:

- a) Usable open space in excess of the minimum requirement for the zoning district.**
- b) Building or parking setback(s) in excess of the minimum requirement for the zoning district.**

The proposed hotel shall exceed all required building setback distances by a minimum of 76.58 feet from the closest property line. In addition to providing greater building setbacks, this project will improve the existing storm water detention by incorporating current design standards. The implementation of an indoor pool and patio facility versus an outdoor pool will also provide an enhanced visit for patrons.

- c) Preservation of natural features that exceeds ordinance requirements, especially for those existing features prioritized in the land development regulations as being of highest and mid-level concern.**
- d) Preservation of historical or architectural features.**
- e) Solar orientation or energy conserving design.**
- f) An arrangement of buildings which provides a public benefit, such as transit access, pedestrian orientation, or a reduced need for infrastructure or impervious surface.**
- g) Affordable housing for lower income households.**
- h) Permanent open spaces of 20 percent or more in any low-density residential district.**

3. The planned project shall be designed in such a manner that traffic to and from the site will not be hazardous to adjacent properties.

Vehicular traffic patterns remain unchanged with the proposed development. Improvements are proposed as part of the project to the pedestrian and non-motorized transportation system. The proposed development will not pose a hazard to adjacent properties.

4. The proposed modifications shall be consistent with the proper development and use of adjacent land and buildings.

The increase in height is still consistent and in keeping with the scale and character of the surrounding area, which includes several other multi-story hotels.

5. Required off-street parking and landscaping must be provided in accordance with the provisions of Chapters 59 and 62.

The existing and proposed off-street parking and landscaping meets the requirements of the Off-Street Parking and Landscaping ordinances.

6. The standards of density, allowable floor area and required usable open space for the zoning district(s) in which the project is located must be met.

A minimum of 900 square feet of lot area per room must be provided in this district. Between the existing Best Western hotel and the proposed Hampton Inn hotel, the site includes 262 hotel rooms, resulting in 1,463 square feet of lot area per room. The proposed development meets the maximum density permitted on the site.

7. There shall be no uses within the proposed project which are not permitted uses in the zoning district(s) in which the proposed project is to be located.

All existing and proposed uses are permitted in the R5 district.

SERVICE UNIT COMMENTS

Systems Planning – Confirmation that revised plans address comments dated April 24, 2008 is pending. These comments included labeling gas leads and reminders to receive confirmation from MDOT for the existing drive approaches from Jackson Road as this road is under MDOT jurisdiction.

MDOT – Jackson Road is under the jurisdiction of the Michigan Department of Transportation. The traffic and safety engineer from the MDOT Brighton Transportation Service Center is still reviewing the site plans. Comments will be provided directly to the petitioner and will be copied to staff.

Forestry – Confirmation that revised plans address comments provided on April 25, 2008 is pending. The comments included a request to inventory all existing trees in the Jackson Road right-of-way.

Land Development – Confirmation that revised plans address comments dated April 28, 2008 is pending. These comments include clarifying the proposed silt fence in relation to the limits of disturbance, labeling the size in square feet of interior landscape islands on the plans, and updating the required materials chart on the landscape plan.

Planning – This petition has gone through two complete review cycles, and a third review cycle is mostly completed. Third-round revised plans have been submitted and were distributed for review. The third-round staff comments are scheduled to be ready just prior to the June 3, 2008 Planning Commission meeting (but after this staff report was prepared) and staff expects all comments to be addressed. Staff supports action on the petition by the Planning Commission subject to receiving these outstanding confirmations from systems planning, forestry and land development prior to City Council action.

Prepared by Alexis DiLeo
Reviewed by Connie Pulcifer and Mark Lloyd
jsj/5/29/08



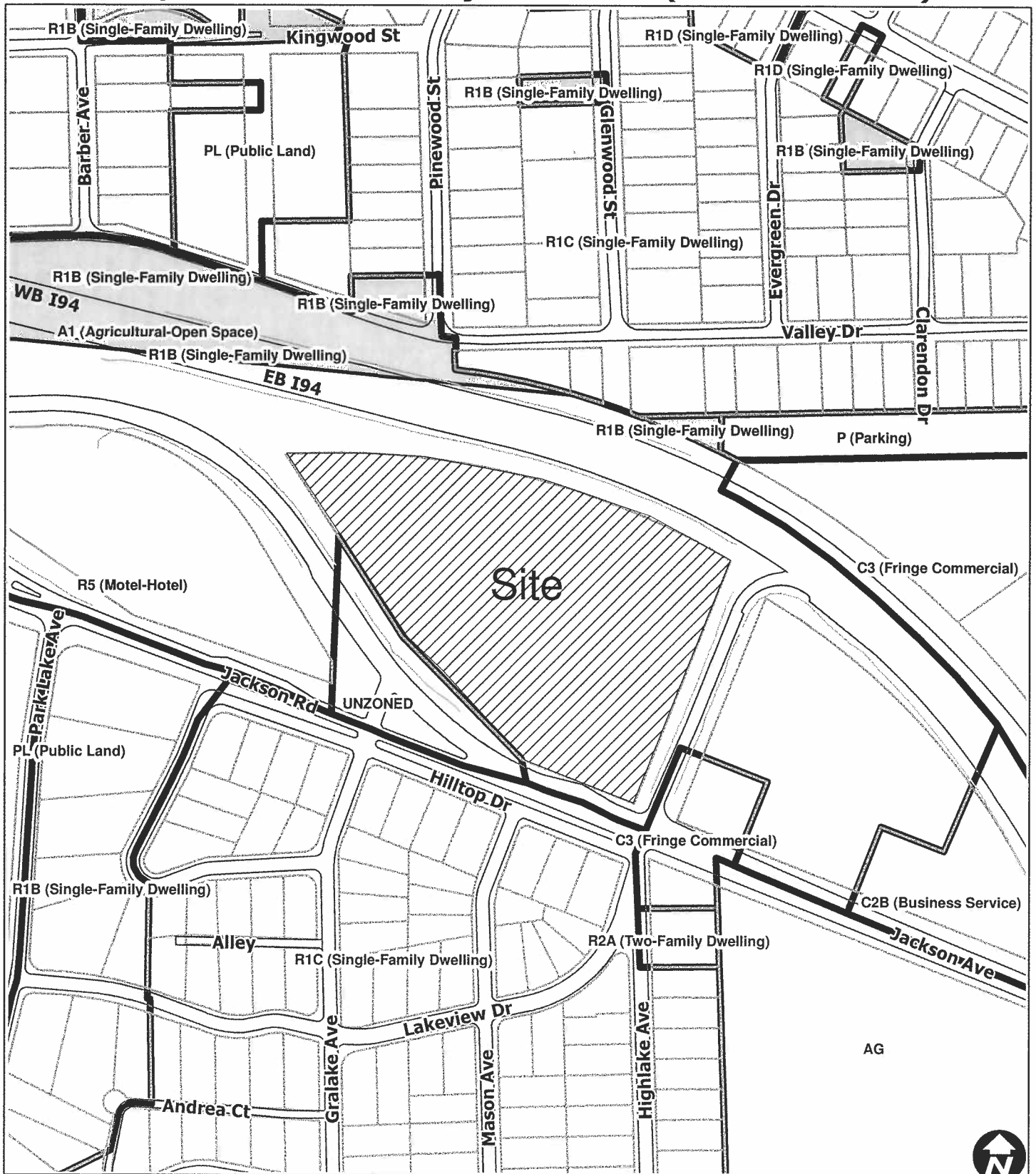
Attachments: Parcel/Zoning Map
Aerial Photo
Development Agreement
Site Plan
Elevations

c: Owner: A & M Hospitality
24170 Sherwood Road
Centerline, MI 48015

Petitioner: Giffels Wester Engineers, Inc.
Scott Chabot, P.E.
6303 26-Mile Road, Suite 100
Washington, MI 48094

Systems Planning
File No. 8251W1.5a

Parcel and Zoning Map: Hampton Inn Planned Project Site Plan (2900 Jackson Rd)



Map Legend
 — Railroads
 — Edge Of Pavement
 □ Parcels

0 245 490 980 Feet



Maps available online:
<http://gisweb.ewashtenaw.org/website/mapwashtenaw/>

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Aerial Photo (2006): Hampton Inn Planned Project Site Plan, 2900 Jackson Rd.



Map Legend

- City Boundary
- Railroads
- Edge Of Pavement
- Parcels



Maps available online:

<http://gisweb.ewashtenaw.org/website/mapwashtenaw/>

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HAMPTON INN (2900 JACKSON ROAD) DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 100 North Fifth Avenue, Ann Arbor, Michigan 48107, hereinafter called the CITY; and A & M Hospitality, a _____, with principal address at 24170 Sherwood Road, Centerline, Michigan 48015, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Hampton Inn Planned Project Site Plan, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Hampton Inn (2900 Jackson Road), and desires planned project site plan and development agreement approval thereof, and

WHEREAS, the PROPRIETOR desires to build or use certain improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to insure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the PROPRIETORS will install these improvements prior to any permits being issued.

THE PROPRIETOR HEREBY AGREES:

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public improvements such as public water and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights as shown on the site plan ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the PROPRIETOR fails to construct the improvements, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above requiring it to commence and complete the improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, if the PROPRIETOR does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.

(P-4) Prior to the issuance of building permits, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities and public streets. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public Improvement to be conveyed by the easement.

(P-5) To indemnify and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the PROPRIETOR, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-6) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as named insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-7) Existing landmark and street trees shown on the site plan as trees to be saved shall be maintained by the PROPRIETOR in good condition for a minimum of three years after acceptance of the public improvements by the CITY or granting of Certificate of Occupancy. Existing landmark and street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public improvements or granting of Certificate of Occupancy, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-8) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the PROPRIETOR to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the PROPRIETOR one year after the date of acceptance by the CITY.

(P-9) To construct, repair and/or adequately maintain on-site storm water management system. If the PROPRIETOR fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above, requiring it to commence and complete the items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR if the PROPRIETOR does not complete the work within the time set forth in the notice.

(P-10) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-11) Prior to building permits being issued, to restrict, but not prohibit, by covenants and restrictions recorded with the Washtenaw County Register of Deeds, the use of lawn care chemicals and fertilizers in order to minimize the impacts on the Honey Creek watershed.

(P-12) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, PROPRIETOR shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-13) To include the elevation drawings, as submitted to City Council, as part of the approved site plan and to construct all buildings consistent with said elevation drawings. If the PROPRIETOR proposes any changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The PROPRIETOR is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-14) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development improvements, and within one month after completion or abandonment of construction.

(P-15) Prior to application for and issuance of certificates of occupancy, to disconnect _____ footing drains from the sanitary sewer system in accordance with the *Guidelines for Completion of Footing Drain Disconnections, City of Ann Arbor - Development Offset-Mitigation Program* (November 2005 edition, as amended). The PROPRIETOR, however, may be allowed to obtain partial certificates of occupancy for the development prior to the completion of all of the required footing drain disconnects on a prorated basis, at the discretion of the CITY Public Services Area. CITY agrees to provide PROPRIETOR with a certificate of completion upon PROPRIETOR'S submittal of approved and final closed-out permits to the CITY Public Services Area.

(P-16) PROPRIETOR is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of PROPRIETOR has (have) legal authority and capacity to enter into this agreement for PROPRIETOR.

(P-17) Failure to construct, repair and/or maintain the site pursuant to the approved site plan and/or failure to comply with any of this approved development agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the PROPRIETOR complies with the approved site plan and/or the terms and conditions of the approved development agreement. The PROPRIETOR shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved site plan and/or development agreement.

(P-18) In addition to any other remedy set forth in this Agreement or in law or equity, if PROPRIETOR fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-19) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the Hampton Inn Planned Project Site Plan (2900 Jackson Road).

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this agreement with the Washtenaw County Register of Deeds.

GENERAL TERMS

Both the PROPRIETOR and the CITY agree as follows:

(T-1) This agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the PROPRIETOR, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

Parcel A

Commencing at the North 1/4 corner of Section 25, T2S, R5E, Scio Township, now City of Ann Arbor, Washtenaw County, Michigan; thence along the North line of said Section North 88 degrees, 53 minutes, East 671.50 feet; thence South 4 degrees, 41 minutes, West 289.99 feet to the South line of the US 12 Expressway and Place of Beginning; thence South 4 degrees, 41 minutes, West 191.56 feet to the West line of US 12 Expressway ramp; thence South 22 degrees, 11 minutes, West 387.65 feet along said West line to the North line of the former Detroit United Railway right-of-way; thence North 68 degrees, 09 minutes, 30 seconds, West 262.92 feet along said North line; thence North 44 degrees 05 seconds, West 206.0 feet; thence North 5 degrees, 54 minutes, East 486.63 feet to the South line of the US 12 Expressway; thence along said South line 532.62 feet in the arc of a circular curve concave to the South, radius 1738.57 feet, chord South 70 degrees, 10 minutes, East 530.55 feet to the Place of Beginning, being part of the Northeast 1/4 of said Section 25.

Parcel B

All that of a parcel of land in the Northeast 1/4 of said Section 25, T2S, R5E, Scio Township, now City of Ann Arbor, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section 25; thence West along the North line of said Section 25 a distance of 1950.5 feet to the Northeast corner of land deeded to David Allmendinger by Deed dated April 1, 1845, and recorded in Liber 29 of Deeds, page 73, Washtenaw County Records; thence deflecting 84 degrees, 12 minutes, to the left to the center line of Territorial Road (also known as Highway US-12); thence Southeasterly along the center line of said Territorial Road to the East line of said Section 25; thence North along the East line of said Section 25; to the point of beginning, which lies Westerly of a line 50 feet Westerly of (measured at right angles) and parallel to a line

described as: beginning at a point which is South 88 degrees, 59 minutes, 09 seconds, West a distance of 855.19 feet and South 2 degrees, 51 minutes, 15 seconds, West a distance of 1393.38 feet to the center line of said Territorial Road and North 67 degrees, 48 minutes, 55 seconds, West along the center line of said Territorial Road a distance of 1227.11 feet from the Northeast corner of said Section 25; thence North 22 degrees, 11 minutes, 05 seconds, East a distance of 680 feet to the Point of Ending and Southerly of a line 96 feet southerly of (measured at right angles) and parallel to a line described as: beginning at a point which is South 88 degrees, 59 minutes, 09 seconds. West a distance of 885.19 feet and South 2 degrees, 51 minutes, 15 seconds, West a distance of 1924.82 feet from the Northeast corner of said Section 25; thence Northwesterly along the arc of an 1809.57 foot radius curve to the left (chord bearing North 44 degrees, 31 minutes, 50 seconds, West) a distance of 2992.72 feet to the Point of Tangency of said curve and Point of Ending.

Parcel C

Commencing at the North 1/4 corner of Section 25, T2S R5E, Scio Township, now City of Ann Arbor, Washtenaw County, Michigan; thence North 89 degrees, 01 minutes, East 159.0 feet along the north line of said section; thence South 6 degrees, 00 minutes, 30 seconds, West 124.69 feet to the southerly line of Highway I-94 for a PLACE OF BEGINNING; thence continuing South 6 degrees, 00 minutes, 30 seconds, West 461.70 feet; thence along the northeasterly line of a Jackson Road connecting ramp North 43 degrees, 57 minutes, West 146.46 feet; thence continuing along said northeasterly line North 33 degrees, 07 minutes, 30 seconds, West 459.17 feet; thence along the southerly line of highway I-94 North 88 degrees, 04 minutes, East 9.22 feet; thence continuing easterly along said southerly line 394.73 feet along the arc of a circular curve concave to the south, radius 1713.57 feet, chord South 85 degrees, 20 minutes, East 393.86 feet to the Place of Beginning, being a part of the North 1/2 of said Section 25.

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the PROPRIETOR, or any part of the approved site plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the PROPRIETOR in writing that the PROPRIETOR has satisfactorily corrected the item(s) the PROPRIETOR has failed to perform.

(T-6) This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

Witnesses:

CITY OF ANN ARBOR, MICHIGAN
100 North Fifth Avenue
Ann Arbor, Michigan 48107

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Roger W. Fraser, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

Witness:

A & M HOSPITALITY
a Michigan
24170 Sherwood Road
Centerline, Michigan 48015

By: _____
Name, Title

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 2008, 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.

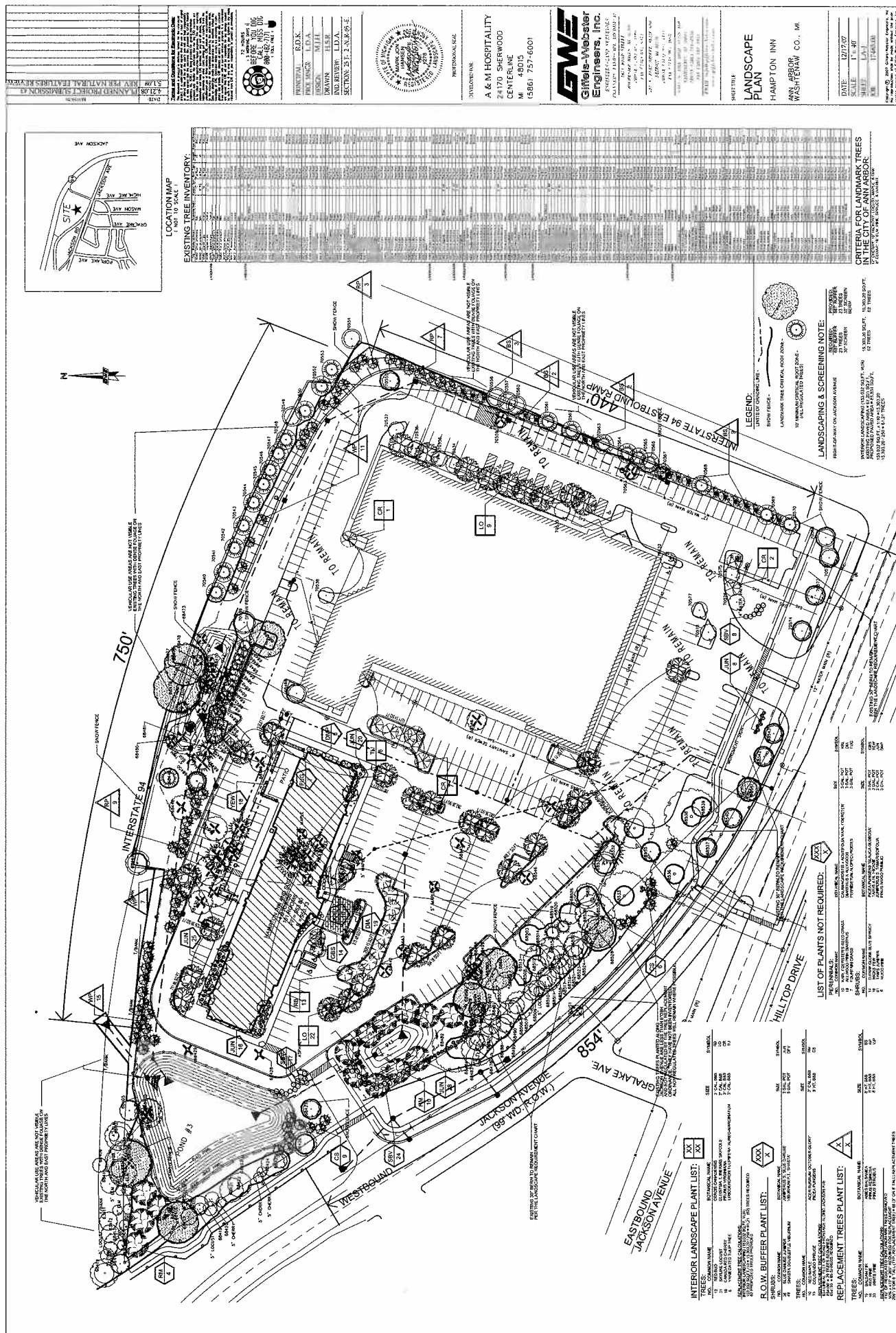
NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: _____
Acting in the County of Washtenaw

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 2008, 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:
Mark Lloyd, Manager
Ann Arbor Planning & Development Services
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 994-2800

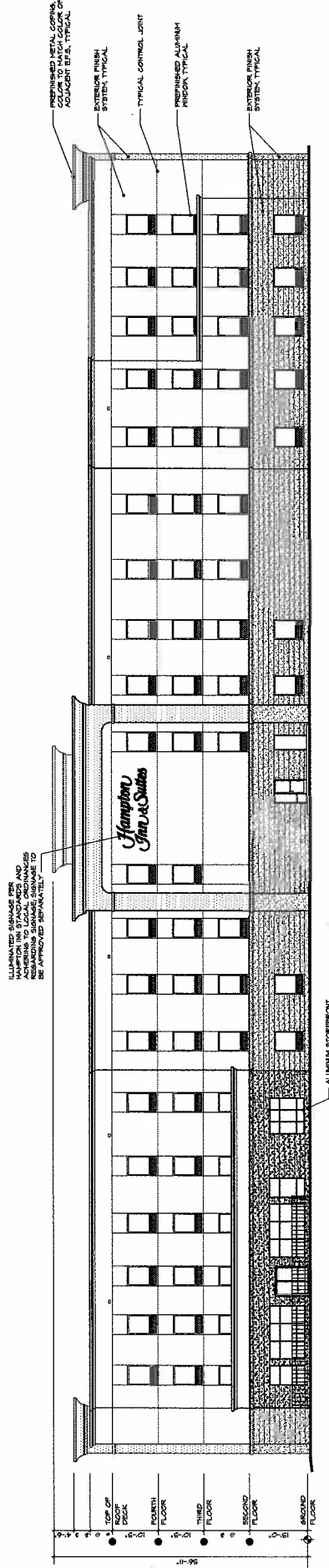




**Ann Arbor, MI
South Elevation**

Scale: 3/32" = 1'-0"
May 27, 2008

Victor Saroki & Associates Architects PC
430 North Old Woodward Avenue / Birmingham, Michigan 48009
T: 248.258.5707 F: 248.258.5515



| EIFS, COLOR LEGEND | | | |
|--|-----------|--|-----------|
| | COLOR 'A' | | COLOR 'B' |
| | COLOR 'C' | | COLOR 'D' |
| REFERENCE STANDARDS FOR FINISHED COLOR OPTIONS | | | |

*Hampton
Inn & Suites*

Ann Arbor, MI

North Elevation

Scale: 3/32" = 1'-0"

May 27, 2008

Victor Saroki & Associates Architects PC
480 North Old Woodward Avenue / Birmingham, Michigan 48009
T: 248.258.5707 F: 248.258.5515