

FIRST AMENDMENT TO THE VARSITY OF ANN ARBOR DEVELOPMENT AGREEMENT

The City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City") and CS Potomac Michigan, LLC, a Delaware Limited Liability Corporation, with principal address at 7508 Wisconsin Avenue, Second Floor, Bethesda, MD 20814, ("Proprietor") agree to amend The Varsity of Ann Arbor Development Agreement executed by the parties, dated November 10, 2011, recorded in Liber 4901, Page 385, Washtenaw County Records, as follows:

1. Paragraph (P-11) is amended to read as follows:

THE PROPRIETOR(S) HEREBY AGREE(S)

(P-11):

Prior to the issuance of a Certificate of Occupancy, PROPRIETOR shall execute a contract with the Ann Arbor Downtown Development Authority ("DDA") to provide a Contribution in Lieu of providing required parking on site in accordance with Chapter 59, Section 5:167 of Ann Arbor City Code. The contract shall require the following terms:

- a. That the PROPRIETOR purchase 7 monthly parking permits in the City of Ann Arbor Parking System for a minimum of 15 years.
- b. That the cost of the monthly parking permits shall be the standard system rate for each permit as set from time to time by the Downtown Development Authority, in addition to a contribution equal to 20% of the total monthly parking permit cost.
- c. That the specific location of the parking spaces assigned, including in the Liberty Square parking structure or within other nearby public structures, shall be determined by the DDA and Proprietor using Transportation Demand Management principles.

PROPRIETOR agrees and acknowledges that failure to maintain the off-site parking contract shall be a violation of the zoning ordinance regarding the minimum required number of parking spaces, consistent with Ann Arbor City Code.

All terms, conditions, and provisions of the original agreement between the parties executed

Draft May 3, 2013

November 10, 2011, 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 _____, 2013.

Witnesses

For City of Ann Arbor

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to Substance

Steven D. Powers, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

Witness:

**For Proprietor
CS Potomac Michigan, LLC**

By _____
Donnie Gross, Manager

Draft May 3, 2013

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 Donnie Gross, Manager, CS Potomac Michigan, LLC, 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 _____, State of _____
My Commission Expires: _____
Acting in the County of _____

DRAFTED BY AND AFTER RECORDING RETURN TO:
Wendy L. Rampson, Planning Manager
Ann Arbor Planning & Development Services
PO Box 8647
Ann Arbor, Michigan 48107
(732) 794-6265