

## MASTER DEED

### COLLECTIVE ON FIFTH

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by CORE SPACES ANN ARBOR FIFTH LLC, a Delaware limited liability company, whose address is 540 West Madison Street, Suite 2500, Chicago, Illinois 60661 (the “**Developer**”), and the CITY OF ANN ARBOR, a Michigan municipal corporation, whose address is 310 E. Huron, P.O. Box 8647, Ann Arbor, Michigan 48107 (the “**City**”) in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “**Act**”).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as **Exhibit “A”** and together with the Condominium Subdivision Plan attached hereto as **Exhibit “B”** (both of which are incorporated by reference into and made a part of this Master Deed), to establish the real property described in Article II below, together with the improvements located, and to be located, on the real property and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

WHEREAS, the City, as fee owner of the Condominium Property and operator of the Parking Structure, has consented to the submission of the Condominium Property to this Master Deed, by instrument dated \_\_\_\_\_, 2019, as recorded in Liber \_\_\_, page \_\_\_, Washtenaw County Records, and upon conveyance of title to Unit 2 to Developer, consents to Developer becoming the “Developer” for all purposes of and under the Act, including all rights and obligations thereof.

NOW, THEREFORE, the City and the Developer do, upon the recording hereof, establish the Collective on Fifth (the “**Condominium**,” the “**Project**,” or the “**Condominium Project**”) as a Condominium Project under the Act and does declare that the Collective on Fifth shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the City and the Developer, their respective successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### ARTICLE I

#### TITLE AND NATURE

Section 1. Developer. The City hereby assigns to Developer, and Developer hereby accepts and assumes from City, all of the rights, duties, liabilities, obligations and responsibilities of a developer of a condominium under the Act and the Condominium Documents (collectively “**Developer Rights**”). The Developer shall act for all purposes as, and shall carry out the rights and obligations of, a Developer under and in accordance with the Act and the Condominium Documents.

Section 2. Title and Nature. The Condominium Project shall be known as the Collective on Fifth, Washtenaw County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is established in accordance with the Act. The Units in the Condominium are business condominium units as contemplated by the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners in the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

Section 1. The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

LAND LOCATED IN THE CITY OF ANN ARBOR, COUNTY OF WASHTENAW, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 3 AND 4 IN BLOCK 3 SOUTH OF HURON STREET, RANGE 5 EAST, ORIGINAL PLAT OF VILLAGE (NOW CITY) OF ANN ARBOR, AS RECORDED IN TRANSCRIPTS, PAGE 152, WASHTENAW COUNTY RECORDS.

PARCEL 2: LOT 5 BLOCK 3 SOUTH OF HURON STREET, RANGE 5 EAST, ORIGINAL PLAT OF VILLAGE (NOW CITY) OF ANN ARBOR, AS RECORDED IN TRANSCRIPTS, PAGE 152, WASHTENAW COUNTY RECORDS.

PARCEL 3: THE SOUTH 30 FEET OF LOT 6 AND NORTH 36 FEET OF LOT 6, BLOCK 3 SOUTH OF HURON STREET, RANGE 5 EAST, ORIGINAL PLAT OF VILLAGE (NOW CITY) OF ANN ARBOR, AS RECORDED IN TRANSCRIPTS, PAGE 152, WASHTENAW COUNTY RECORDS.

Section 2. Easements; Reservations and Encumbrances. In addition to the other matters and information contained herein, the Condominium Project and all of the Units are subject to any and all easements, restrictions and encumbrances, whether or not of record, including without limitation the Plaza Easement, Workforce Housing Covenant, the Cross-Easement Agreement, the Rooftop Easement; matters disclosed by the Condominium Subdivision Plan; applicable laws, statutes, ordinances, rules and regulations; the terms of any and all zoning, building and use permits and approvals; rights and claims of parties in possession that are not shown by public records; and any information that would be shown by an accurate survey.

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and the attached Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Collective on Fifth Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments

affecting the establishment of, or transfer of, interests in the Collective on Fifth as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. “Association” means the Collective on Fifth Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. “Bylaws” or “Condominium Bylaws” means the attached Exhibit A, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association, as provided for under the Michigan Nonprofit Corporation Act.

Section 4. City. “City” means the City of Ann Arbor, a Michigan municipal corporation, located in Washtenaw County.

Section 5. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article IV, below.

Section 6. Condominium Documents. “Condominium Documents” means and includes this Master Deed and the attached Exhibits A and B, the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Collective on Fifth as described above.

Section 8. Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” means the Collective on Fifth, as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. “Condominium Subdivision Plan” means the attached Exhibit B.

Section 10. Co-owner or Owner. “Co-owner” means a person, firm, limited liability company, corporation, partnership, municipality, association, trust or other legal entity, or any combination thereof, who or which owns one or more Units in the Condominium Project. No tenant or occupant of the Project or any portion thereof shall, solely by virtue of such tenancy or occupancy, be a Co-owner; all tenants and other occupants of the Project shall be Co-owners only to the extent that they own one or more Units in the Project, as provided in the immediately preceding sentence. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.”

Section 11. Cross-Easement Agreement. “Cross-Easement Agreement” means the easements granted by the City to the Developer and the Units of the Condominium pursuant to that certain Cross-Easement, Development and Construction Agreement dated \_\_\_\_\_, 2019, as recorded in Liber \_\_\_, page \_\_\_, Washtenaw County Records.

Section 12. Developer. “Developer” means Core Spaces Ann Arbor Fifth LLC, a Delaware limited liability company, who has made and executed this Master Deed, and its successors and assigns to whom or which Developer has specifically or generally assigned all of some portion of its rights and obligations hereunder as reflected in an instrument or instruments recorded in the Office of the Washtenaw County Register of Deeds.

Section 13. Development and Sales Period. “Development and Sales Period” means that period of time from the date of recording of this Master Deed until such time as the Developer, or an affiliate of Developer or a successor Developer, no longer owns any Unit in the Condominium, or any unit in any condominium established within the Tower Unit, or (ii) \_\_\_\_\_, 2027.

Section 14. General Common Elements. “General Common Elements” means those Common Elements of the Project so identified and described in Article IV of this Master Deed and/or as shown on the Condominium Subdivision Plan which are for the use and enjoyment of all Co-owners.

Section 15. Limited Common Elements. “Limited Common Elements” means those Common Elements of the Project so identified and described in Article IV of this Master Deed and/or as shown on the Condominium Subdivision Plan which are reserved for the exclusive use of Co-owners of a specified Unit or Units.

Section 16. Maintenance Standard. The “Maintenance Standard” means the standard of maintenance, repair, replacement, management, operation and/or cleanliness, as applicable, of all improvements, facilities, systems, and/or services of the Condominium and shall, at a minimum, require that all such items (a) are neat, clean and in good working order and repair; (b) comply with all applicable governmental laws, rules, regulations, orders, ordinances, approvals and permits; (c) comply with the terms of this Master Deed; and (d) as to the Parking Unit, in accordance with the applicable standards applied by the City to its municipal parking system, and (e) as to Tower Unit, are to a first class standard of condition, quality, service and/or cleanliness.

Section 17. Occupant. “Occupant” means any Person from time to time entitled to the use and occupancy of a portion of any Unit in the Condominium under any lease, sublease, license, concession or other similar agreement.

Section 18. Permittee. “Permittee” means all Occupants and the officers, directors, partners, members, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of Occupants insofar as their activities relate to the intended use of the Condominium.

Section 19. Person. “Person” means an individual, firm, corporation, partnership, association, limited liability company, partnership, trust, the state or an agency of the state or other legal entity, or any combination thereof.

Section 20. Parking Unit. “Parking Unit” means Unit No. 1 as shown on the Condominium Subdivision Plan.

Section 21. Parking Structure. “Parking Structure” means the parking facility and other improvements located within the Parking Unit including without limitation the foundation, pilings, lateral and subsurface support, tie-backs, support walls, drives and roads, utility systems, security systems, fixtures, signage and similar facilities, systems and installations that are part of, or used exclusively in connection with, the Parking Structure. The Parking Structure includes certain portions of the Structural Elements and the Perimeter Drive.

Section 22. Plaza Area. “Plaza Area” means the Plaza Area shown on the Condominium Subdivision Plan.

Section 23. Plaza Area Easement. “Plaza Area Easement” means the easement granted by the owner of the Plaza Area to the general public pursuant to the Plaza Area Easement Agreement dated \_\_\_\_\_, 2019, as recorded at Liber \_\_\_\_, page \_\_\_\_, Washtenaw County Records.

Section 24. Plaza Area Improvements. “Plaza Area Improvements” means the improvements, installations, fixtures, furnishings, equipment, grounds, landscaping and open areas located or to be established within the Plaza Area.

Section 25. Rooftop Easement Agreement. “Rooftop Easement Agreement” means the easement granted to the City pursuant to the Rooftop Easement Agreement dated \_\_\_\_\_, 2019, as recorded at Liber \_\_\_\_, page \_\_\_\_, Washtenaw County Records.

Section 26. Structural Elements. “Structural Elements” means those core elements of the Condominium Project which provide vertical and lateral support for the Parking Structure Unit and for the Tower Unit (up to the Tower Unit Base being Elevation \_\_\_ N.A.V.D), as depicted on the Condominium Subdivision Plan), including below-grade caissons, the Parking Structure Unit and Parking Structure walls below grade level, and all support columns shown on the Condominium Subdivision Plan within Unit 1.

Section 27. Tower Unit. “Tower Unit” means Unit No. 2 of the Condominium as shown on the Condominium Subdivision Plan.

Section 28. Tower Unit Improvements. “Tower Unit Improvements” means the building, infrastructure, systems, facilities and related improvements to be established within the Tower Unit. The Tower Unit Improvements are generally intended to include a large mixed use building that will include hotel, multi-family and commercial uses and the Plaza Area Improvements.

Section 29. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean a single Unit in the Collective on Fifth, as such space may be described in Article V, Section 1 of this Master Deed and on the attached Exhibit B, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. In the event that a Unit boundary is part of a wall, roof, window, door, road or other improvement, then such wall, roof, window, door, road or other improvement shall be deemed part of the Unit.

Section 30. Workforce Housing Covenant. “Workforce Housing Covenant” means that certain Workforce Housing Covenant dated \_\_\_\_\_, 2019, as recorded at Liber \_\_\_\_, page \_\_\_\_, Washtenaw County Records.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land as described in Article II and which is not identified as Units or Limited Common Elements.

(b) Easements. All beneficial ingress, egress and utility easements referenced above or as may be otherwise referenced herein subject to, and as may be limited or restricted by, the terms of such easements.

(c) Electrical. The portion of the electrical system throughout the Project that generally serves the Project, including transmission mains, generator(s), wiring, connections and corridors, up to the point of connection to service leads for individual Unit service. The electrical system, or portion thereof, that is wholly contained within, and that exclusively serves, a Unit, shall not be a General Common Element and shall either be part of the Unit or a Limited Common Element as determined elsewhere in this Master Deed.

(d) Telephone. The portions of the telephone system throughout the Project that generally serves the Project, up to the point of connection to service leads for Unit service. The telephone system, or portion thereof, that is wholly contained within, and that exclusively serves, a Unit, shall not be a General Common Element and shall either be part of the Unit or a Limited Common Element as determined elsewhere in this Master Deed.

(e) Gas. The portions of the gas distribution system throughout the Project that generally serves the Project, up to the point of connection to service leads for Unit service. The gas distribution system, or portion thereof, that is wholly contained within, and that exclusively serves, a Unit, shall not be a General Common Element and shall either be part of the Unit or a Limited Common Element as determined elsewhere in this Master Deed.

(f) Telecommunications. The telecommunications system, cable television wiring, fiber optic system, satellite reception, if any, throughout the Project up to the point of connection to service leads for Unit service. The telecommunications system, or portion thereof, that is wholly contained within, and that exclusively serves, a Unit, shall not be a General Common Element and shall either be part of the Unit or a Limited Common Element as determined elsewhere in this Master Deed.

(g) Storm Water System. The storm water system located within the Condominium, if any.

(h) Sanitary Sewer. The sanitary sewer in the Project up to the point of the connection to the service leads for Unit service.

(i) Structural Elements. The Structural Elements are General Common Elements.

(j) Condominium Subdivision Plan. Any other improvement, facility or service identified as a General Common Element on the Condominium Subdivision Plan.

(k) Other. Such other elements of the Project which are not designated as a General Common Element, are not enclosed within the boundaries of a Unit, but are either necessary for the existence, upkeep, appearance, utility or safety of the Project, or are intended for common use of the Co-owners, are a General Common Element. In addition, any other improvement, facility or service identified as a General Common Element in any future amendment to the Master Deed.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit, or Units, to which the Limited Common Elements are appurtenant (including their Occupants and Permittees). In the event a specific assignment of a Limited Common Element has not been made herein or in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) shall have the right to designate each such Limited Common Element to the Unit, or Units, that it serves. The Limited Common Elements are as follows:

(a) Signage Areas. The Signage Areas identified on attached Exhibit B shall be a Limited Common Element appurtenant to the Unit(s) that they serve.

(b) Meters and Service Leads. The meters and service leads (sometimes also referred to as lateral connections) for any utility systems referenced in Article IV are Limited Common Elements appurtenant to the Unit(s) served thereby. For the purposes of this Section 2, service leads shall mean the connecting line which brings the utility service in question from the utility main or main utility line in the Project to the Unit and may include, without limitation, pipes, ducts, wiring, telephone, television, telecommunication and data lines.

(c) Other. Any other improvement, facility or service identified as a Limited Common Element on the Condominium Subdivision Plan or in any future amendment to the Master Deed as a Limited Common Element and such other elements of the Project which are not designated as a Limited Common Element, are not enclosed within the boundaries of a Unit, but are either necessary for the existence, upkeep, appearance, utility or safety of a Unit (or Units), or are intended for common use of a limited number of Units, are a Limited Common Element appurtenant to such Unit(s).

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:

(a) Co-owner Responsibilities.

(1) Units. Each Co-owner shall be solely and exclusively responsible for the repair, replacement, maintenance, cleaning, decoration and ongoing general condition of its Unit including all improvements and components located therein. In general, the foregoing responsibilities of each Co-owner shall include, without limitation, the complete obligation to maintain all improvements, structure, building facades, exterior surfaces, roofs, windows, doors, grounds, installations, facilities, equipment, utility lines, and other improvements located within each Unit in good and sufficient repair (including the making of all necessary replacements thereto) and to maintain and use the Unit to the Maintenance Standard.

(2) Utility Systems. Each Co-owner shall be responsible for the electric, gas, water, sewer and telecommunications systems from the point such systems connect to their Unit and for the portions of such systems that exclusively serve their Unit but are not within their Unit boundaries.

(3) Limited Common Elements. Except as otherwise provided herein, the total responsibility for the costs of maintenance, decoration, repair and replacement of the Limited Common Elements shall be borne by the Co-owner of the Unit to which such Limited Common Element is assigned. The Limited Common Elements shall be maintained, repaired and operated to the Maintenance Standard. Notwithstanding the

foregoing, the Limited Common Elements shall be subject to the Insurance provisions set forth in Article III of the Condominium Bylaws which require the Association to carry insurance on the Common Elements (including Limited Common Elements) and the Reconstruction and Repair provisions set forth in Article IV of the Condominium Bylaws which impose certain repair and reconstruction obligations with regard to the Common Elements (including Limited Common Elements) on the Association under certain circumstances.

(4) Shared Limited Common Elements. In the event that a Limited Common Element is assigned to more than one Unit, then all such responsibilities and costs related to such Limited Common Element shall be allocated among the Co-Owners to which such Limited Common Element is assigned. The respective responsibilities between such Units for such costs shall be based on a fraction the numerator of which is the percentage of value of the individual Unit to which such Limited Common Element is assigned and the denominator of which is the sum of the percentages of value (as defined in Article V, Section 2 below) of all of the Units to which such Limited Common Element is assigned. For example, if the Tower Unit and the Parking Unit share a Limited Common Element the costs related to such shared Limited Common Elements would be allocated 50% to the Tower Unit and 50% to the Parking Unit).

(5) Utility Services; Sanitary Sewer and Water. The expenses of repair, maintenance and replacement of any service leads and lateral connections referred to in Article IV except as otherwise provided and all costs of electricity, natural gas, water, sanitary sewer service, telephone and any other utility services, shall be borne by the Co-owner of the Unit to which such services are furnished. In the event such services are shared between one or more Units, such costs shall be shared as though such services are provided to shared Limited Common Elements as contemplated by Section 3(a)(4) of this Master Deed. In addition, if any General Common Elements are damaged or disturbed as a result of repair, maintenance and/or replacement of any service leads and lateral connections, the Co-owner of the Unit to which such leads and lateral connections are appurtenant shall be responsible for restoring (and all costs associated therewith) the General Common Elements, including without limitation any roadway or paved areas.

(6) Signage. Signage that is a Limited Common Element as identified on attached Exhibit B shall be repaired, maintained, replaced and cleaned at least to the Maintenance Standard.

(7) Damage. In the event all or any portion of the Project is damaged by the acts or omissions of any Co-owner or such Co-owners, agents, contractors, employees, guests, or invitees, the Co-owner which caused such damage shall repair and restore the Project to the reasonable satisfaction of the Association, failing which the Association may, at its option, repair such damage and specially assess the cost thereof against such Co-owner.

(b) Association Responsibilities.

(1) General Common Elements. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of this Master Deed or the Bylaws expressly to the contrary, including without limitation the Easements set forth in Article VI hereof or that are otherwise recorded against the Condominium. The Association's obligations under this Article IV,



Section 3(b) shall include, but not be limited to, the obligation to supervise, operate, manage, repair, replace, and maintain the General Common Elements intended for and available for the common use of all of the Co-owners and their Permittees, to at least the Maintenance Standard. The costs associated with the maintenance, repair and replacement of all General Common Elements, and services related thereto, shall be apportioned to the Co-owners in proportion to their respective percentages of value set forth in Article V below.

(c) Failure of Co-owner or Association to Perform Maintenance Responsibilities. In the event a Co-owner, Occupant or the Association fails to maintain, decorate, repair or replace any items for which it is responsible ("Defaulting Party"), the Association and/or Non-Defaulting Co-owners, shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any such items, all at the expense of the Defaulting Party. Such right shall be conditioned upon ten (10) days' advance written notice to the Defaulting Party, (or in the event of an emergency after such notice as is practical under the circumstances), of the intention to take such action and the Defaulting Party has not cured such failure during such period. Failure of the Occupant or any Co-owner to take any such action shall not be deemed a waiver of the Association's or the other Co-owners' right to take any such action at a future time, nor shall the Association or any other Co-owner or Occupant be liable to any Co-owner, Occupant or any other Person for failure to take any such action. The Association or a Co-owner enforcing its rights pursuant to this Article IV, Section 3(c), shall have easements throughout the Condominium (including portions of Units as reasonably necessary) in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, Occupant or other Person and shall not render the Association, Occupant or the enforcing Co-owner liable to any Person whatsoever on account of such exercise. All reasonable, documented costs incurred by the Association or the enforcing Co-owner in performing any responsibilities under this Article IV, Section 3 which are required in the first instance to be borne by the Defaulting Party shall be assessed against such Defaulting Party, and the cost therefor, together with interest thereon from the date of outlay at a rate equal to the lesser of: (i) three (3%) percent in excess of the prime lending rate published in The Wall Street Journal (or its successor); or (ii) the highest rate permitted by applicable law (the "Interest Rate"), shall be secured by a lien on the Unit and improvements thereon owned by the Defaulting Party, which lien shall be effective upon the recording of a notice thereof in the office of the Washtenaw County Register of Deeds. The lien shall be subordinate to any first mortgage now or hereafter affecting the subject Unit. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair, replacement or decoration but shall also include reasonable, documented indirect costs, including without limitation, reasonable legal fees, incurred by the assessing party in taking such action.

Section 4. Utility and Telecommunications Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications shall be Common Elements, only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. If additional services are needed to serve a Unit, the Co-owner thereof will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within his or her Unit and for restoration of any General Common Element and/or Limited Common Element area disturbed by such extension.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project, the City Zoning Ordinance, the Restrictions set forth in Article V of the Bylaws, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 6. Assignment of Limited Common Elements. A Limited Common Element may be reassigned, in accordance with Section 39 of the Act and the Condominium Documents. The concerned Co-owners shall prepare a written application to the Board of Directors of the Association which shall promptly prepare or cause to be prepared and executed, an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved. The Amendment shall be delivered to the concerned Co-owners upon their payment of all reasonable costs for the preparation and approval thereof. All affected Co-owners must consent to such reassignment of Limited Common Elements and all affected mortgagees must be notified.

Section 7. Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of the Collective on Fifth, as prepared by \_\_\_\_\_ and attached to this Master Deed as Exhibit B. There are two Units in the Condominium Project established by this Master Deed. Each Unit shall consist of the air space located within Unit boundaries as shown on the attached Exhibit B and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each of the Units is as follows:

<b>Unit</b>	<b>Percentage of Value</b>
Parking Unit (Unit 1)	50%
Tower Unit (Unit 2)	50%
<b>Total</b>	<b>100%</b>

The percentages of value assigned to the Units were computed by agreement of the Developer and the City on the basis of the relative sizes of the Units and other factors determined appropriate by the Developer and the City. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total percentage of value of the Condominium Project is 100%. Notwithstanding anything to the contrary in the Condominium Documents, the percentage of value of Unit 1 shall under no circumstances be reduced below 50% without the prior express written consent of the City, which consent may be denied in the City's sole discretion.

## ARTICLE VI

### EASEMENTS AND AGREEMENTS

Section 1. Easement for Maintenance of Encroachments and for Utilities. In the event of any encroachments due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Easements are also hereby established to, through, across, over and within those portions of the land, structures, buildings and improvements within the Condominium for the benefit of the Developer, Co-owners, Association and/or any utility or telecommunication service provider for the purpose of establishing, connecting, maintaining, repairing, replacing, enlarging, and/or connecting or tapping into any all utility and/or telecommunication systems (which include without limitation electric, gas, water, sanitary sewer, storm water drainage, telephone, fiber optic, satellite and similar systems or services) that are located within or that serve the Condominium.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such reasonable easements, licenses, rights of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, as may be necessary for the benefit of the Condominium.

Section 3. Easements for Maintenance, Repair and Replacement. The Developer, the Association, the Co-owners and all public or private utilities and/or telecommunications providers, shall have such easements over, under, across and through the Condominium Premises, including all Units, the buildings located therein and Common Elements as may be necessary to fulfill any responsibilities of maintenance, repair, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium; provided, however, such person exercising such easement rights shall be responsible for repairing or restoring any resulting damages to any Unit.

Each Co-owner shall have access through the other Units and the Common Elements seven (7) days a week, twenty-four (24) hours a day for the repair, maintenance and replacement purposes reserved herein. Except as may be otherwise provided or expressly permitted herein, the procedure for a Co-owner to access other Units is as follows:

- (1) The Co-owner needing entry must inform the other Co-owner in writing, at the address the other Co-owner has supplied as the "notification address" for such purpose at least twenty-four (24) hours in advance.
- (2) The Co-owner entering the other Unit shall pay the reasonable fee for the other Co-owner's supervisor who will be at the Unit at the time of entry.
- (3) Notwithstanding the foregoing, in an emergency, each Co-owner shall be entitled to and be provided with immediate access to the Unit upon verbal request to the person designated by the other Co-owner to receive emergency notification.
- (4) All areas disturbed by a Co-owner when exercising its rights as reserved in this Section shall be immediately restored by the Co-owner to its condition prior to the disturbance.

Section 4. Structural Elements. The Units and Common Elements rely on one another for structural support and stability. Such shared support and stabilization elements of the Condominium may include, without limitation, the Structural Elements, shared structural elements, soils and other support elements which may be located within the Units and/or Common Elements. The Co-owners each hereby grant to the other Co-owners and the Association, easements on, over, under, within and across any portion of their respective Units and/or any Common Elements, for access to, repair, maintenance and replacement (including reconstruction) of, any portion of the Structural Elements. Such easement shall both benefit and burden the Units and Common Elements of the Condominium. Each Co-owner, and the Association agree that they will do nothing to weaken, remove or change the Structural Elements without the prior written consent of the Association and all Co-owners. The Structural Elements shall be maintained by the Association pursuant to its obligations in Article IV hereof in a manner consistent with sound building practices based on the size, nature and condition of the improvements and all applicable laws, ordinances and regulations. The Association is hereby granted the reasonable right of access to perform such maintenance, repair, and replacement as may be necessary. Any repairs or maintenance performed by a Co-owner to such portions of the Condominium may be charged to, and treated as an expense of, the Association.

Section 5. Signage. The Units, and all Occupants and/or Permittees of a Unit (provided that rights to the Unit's Signage rights are conveyed, assigned or licensed to an Occupant or Permittee in connection with their tenancy, use or occupancy of such Unit), shall be permitted to establish Signage in the "**Signage Areas**" assigned to such Unit in the Condominium Subdivision Plan. If there are multiple Occupants or Permittees of the Unit, the Unit Co-owner, shall have the right to allocate space within the Signage Area among such Occupants or Permittees in its sole discretion so long as such allocation or rights are demised or allocated to a tenant as part of a lease of the Unit. The Signage Areas shall include easements for electrical and other reasonable connections to, from and through the Condominium and an easement in favor of the Co-owner entitled to such Signage Area, and their contractors, employees and agents, to access the respective Signage Areas for purposes of establishing and changing Signage; repairing, maintaining and replacing signage; and/or other reasonable purposes related to the effective use, operation, repair and maintenance of the Signage. The Signage Area shall be a Limited Common Elements appurtenant to the Unit(s) that it serves. Notwithstanding the foregoing, any and all signage on or within the Parking Unit shall be controlled solely by the City and shall not be subject to review or approval by the Association and/or any other Co-Owner.

At the time the Co-owner of the Tower Unit establishes the Tower Unit Improvements, the Co-owner of the Tower Unit, or the Developer, shall have the right to establish Signage Areas on, or within, the Tower Unit that provide Signage related to uses to be established within the Tower Unit Improvements. The location of such Signage Areas shall be established in the amendment to Master Deed that subdivides the Tower Unit into one or more Units.

"**Signage**," for purposes of the Signage Areas, shall mean any and all signs, billboards, messages, video, LED, illumination, movement, digital features and other method of publication or production within such easement areas. The Signage established or to be established with the Signage Areas shall be determined in the sole discretion of the Co-owner establishing such Signage, including without limitation, design, aesthetics, message, image, video, LED, illumination, movement, digital features and any other matter and shall not be subject to any approval from the Association or any other Co-owner; provided however all Signage shall be subject to the prior written approval of the Developer and the City. All Signage established or constructed within the Signage Areas shall be constructed, established, developed, repaired, maintained and replaced to the Maintenance Standard at the sole expense of the Co-owner that is establishing such Signage as more fully set forth in, and subject to, Article IV, Section 2(d) and Section 3(a)(7).

Notwithstanding the foregoing, all Signage to be established within the Signage Areas shall (i) comply with all applicable laws, rules, regulations and ordinances including without limitation those imposed by or through the City of Ann Arbor and/or any other governmental or quasi-governmental entity (including without limitation any historical commission or agency); (ii) not be established, constructed or published prior to obtaining all necessary permits, approvals and entitlements from all necessary governmental agencies and bodies that have jurisdiction over such signage; (iii) only contain messages, images or video, that promote or publish an on premise business use; and (iv) not contain lewd, immoral or offensive messages, images or video or messages, images or video that would be prohibited by Article V, Section 9 of the Bylaws.

Section 6. Perimeter Drive and Library Lane. The Parking Unit includes the areas identified as the “Perimeter Drive” and “Library Lane” as shown on attached Exhibit B. The Co-owner of the Parking Unit hereby grants to all of the other Units in the Condominium (present and future), including all Co-owners, Occupants and Permittees, a perpetual easement to use the Perimeter Drive and Library Lane for ordinary vehicular and pedestrian purposes.

Section 7. Workforce Housing Covenant. The Workforce Housing Covenant is applicable to the portion of the Tower Unit that will be developed as an apartment project. At the time the Tower Unit is subdivided into multiple Units, the owner of the apartment portion of the Tower Unit shall have the right, at its sole option, to have the Workforce Housing Covenant amended such that it is clear that the Workforce Housing Covenant is only applicable to the apartment portion of the Tower Unit.

Section 9. Cross-Easement Agreement, Plaza Easement and Rooftop Easement. The Cross-Easement Agreement, Plaza Easement and the Rooftop Easement shall govern the Condominium in accordance with their terms.

Section 10. Tower Improvements Easements. The Parking Unit and Tower Unit hereby agree to grant to one another such easements as are reasonably necessary for the development of the Tower Improvements within the Tower Unit. Such easements shall include without limitation easements for access to, connection to, establishment of, enlargement of, and/or use of common connections, utility systems, stairways, elevators (including elevator pits), hallways, corridors, ventilation, mechanical systems and other similar systems, services, facilities, connections or infrastructure.

Section 11. Existing Easements. The Condominium Project is also subject to various easements of record. The terms of such easements shall be binding on the Condominium Project. The Association shall have the right to amend each and every easement affecting the Condominium Project, without the prior written consent of any Co-owners. To the extent that an easement area affects the Condominium, whether beneficial or a burden, then the expenses or reimbursements relating to same shall be allocated in accordance with the method employed under such document and charged to the Co-owners based on their respective shares of the expenses under such documents pursuant to their respective Percentages of Value.

## ARTICLE VII

### PARKING

There are no parking rights or areas associated with the Condominium and no parking rights or privileges being transferred or established in connection with ownership of any Condominium Unit. Notwithstanding the foregoing, Unit owners, tenants or invitees may enter parking leases or other arrangements with the owner of the Parking Unit. Any such parking lease or rights are not part of the Condominium Documents and operate independent of this Master Deed and the other Condominium

Documents. Prospective purchasers, lessees and/or lenders are advised to undertake an independent review of parking rights or privileges, if any.

## ARTICLE VIII

### AMENDMENTS

Section 1. Non-material Amendments. The Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project may be amended without the consent of Co-owners or mortgagees, if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Units and their appurtenant limited common elements.

Section 2. Material Amendments. Except as provided in this Article VIII, the Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. Notwithstanding the foregoing, unless otherwise provided in the Act, no such amendment which materially alters, restricts, limits or changes the rights of a Co-owner shall be approved and take effect unless the affected Co-owner votes in favor of the amendment, and provided, further, that the percentage of value of Unit 1 shall not be reduced without the express prior written consent of the City.

Section 3. By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 4. Changes to Units or Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except for a modification (other than to the percentage of value of Unit 1) made in connection with the expansion or contraction of the Project or consolidation or modification of Units as expressly permitted by this Master Deed.

Section 5. Cost of Amendment. A person causing or requesting an amendment to the Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed percentage of Co-owners and mortgagees, the costs of which shall be expenses of administration.

Section 6. Mortgagee Approval. Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 7. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and the City.

Section 8. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits "A" and "B" hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

## ARTICLE IX

SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provisions of the Master Deed or the Bylaws, and subject to the prohibition of the reduction of the percentage of value of Unit 1 without the City's express prior written consent, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Any such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. Developer's Reserved Rights. Developer reserves the sole right exercisable in its sole discretion, so long as Developer or its affiliate owns all or part of at least one (1) Unit in the Condominium, and without the consent of any other Co-owner or any Mortgagee of any Unit to take the following action:

(a) Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install utility connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as Limited Common Elements. Any such construction shall not disturb any utility connection serving Units (other than temporarily) or result in the impairment of any of the essential structural characteristics of the Condominium.

(b) The division, subdivision or partitioning of the Units for leasing purposes shall be permitted and shall not require an amendment to this Master Deed unless any such division, subdivision or partitioning is intended to create or result in a new Unit of the Condominium. As such, the Units may be partitioned, divided or subdivided by the Co-Owner of the Units for leasing purposes and to accommodate commercial uses and such modifications shall not result in or create a new Unit in this Condominium.

(c) Consolidate under single ownership two or more Units and in connection therewith to modify utility connections and any other improvements reasonably necessary to effect the consolidation, any or all of which may be designated by the Developer as Limited Common Elements; such construction shall not disturb any utility connections serving Units other than temporarily.

(d) Relocate the boundaries between adjoining Units owned by the Developer or with other Units, with the consent of such Unit Co-owners.

Section 2. Amendment of Master Deed. A subdivision, re-subdivision or consolidation of Units or the relocation of Unit boundaries as contemplated above shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by Developer, its successors or assigns. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resulting new Units in order to preserve a total percentage of value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium as so modified.



Section 3. Consent of Co-owners and Mortgagees. Subject to the limitations in this Master Deed, all of the Co-owners and Mortgagees and other Persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which are necessary in conjunction with such amendment or amendments. All such interested Persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 4. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article IX.

## ARTICLE X

### CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The General Common Elements, Limited Common Elements and the Units have been designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, so long as Developer or its affiliate owns all or part of at least one (1) Unit in the Condominium, to enlarge, modify, merge or extend Units (owned by the Developer) and/or General or Limited Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

All of the Co-owners and mortgagees of the Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made pursuant to this Article XI. All such interested persons irrevocably appoint all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

## ARTICLE XI

### TRANSFER OF DEVELOPMENT RIGHTS

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other person or entity or to the Association, subject to applicable requirements of the Act, and subject to the rights of the City pursuant to the Condominium Documents or any other instrument of record. Any such transfer or assignment shall be made by appropriate instrument in writing duly recorded in Washtenaw County Records.

## ARTICLE XII

### MANDATORY ARBITRATION

All disputes, grievances and claims between, involving or among Co-owners and/or the Association, and any and all deadlocks in votes of the Board of Directors, and/or any disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, easements referenced within the Condominium Documents or that are imposed against the Condominium, shall be submitted to mandatory binding arbitration as set forth in Article XXII of the Bylaws.

## ARTICLE XII

### DEVELOPMENT OF TOWER UNIT

The Tower Unit is planned to be developed by either (i) subdividing and/or converting the Tower Unit into new, separate and independent Units (as contemplated by Articles IX and X above) or (ii) formation of a new, separate and independent condominium project within the Tower Unit that contains new condominium units as part of the Tower Unit Improvements. The Plaza Area shall be a limited common element that is assigned to a Unit that is created in connection with (i) or (ii) above and shall at all times be subject to the Plaza Area Easement. Notwithstanding any other terms and conditions contained in this Master Deed, the Co-owners and/or the Association hereby consent to and/or approve the establishment of such units pursuant to the processes set forth in either (i) or (ii) above without further action.

As set forth in Articles IX and X above, any Units that are created by the subdivision and/or conversion process shall become Units in the Condominium, will receive a portion of the Tower Unit's percentage of value and will be entitled to all of the rights, and will be directly responsible for the obligations, of a Unit as contained in the Condominium Documents (as may be allocated or assigned in connection with such subdivision or conversion).

In the event that a new condominium is created within the Tower Unit (the "**New Condominium**"), the condominium association of such new condominium (the "**New Association**") shall be deemed the Co-owner for purposes of these Condominium Documents. As such, the New Association shall be responsible for payment of the assessments imposed against the Tower Unit by the Association and for performing the obligations of the Co-owner of the Tower Unit contained in these Condominium Documents. Notwithstanding the foregoing, for purposes of clarity, each unit in the New Condominium (including their co-owners, invitees, guests, agents, contractors and representatives) shall have the same rights as the Tower Unit to use of, and access to, the General Common Elements of the Condominium, easements that serve the Condominium and/or other agreements, permits or approvals that benefit the Condominium in accordance with and subject to the terms of these Condominium Documents and/or the terms of such easements or other agreements, permits or approvals.



CITY OF ANN ARBOR,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Christopher M. Taylor, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Master Deed was acknowledged before me by Christopher M. Taylor and Jacqueline Beaudry the Mayor and City Clerk of the City of Ann Arbor, on behalf of the City.

\_\_\_\_\_  
(print name)  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Approved as to Substance:

Approved as to Form:

\_\_\_\_\_  
Howard S. Lazarus  
City Administrator

\_\_\_\_\_  
Stephen K. Postema  
City Attorney

**Drafted by and when recorded return to:**

J. Patrick Lennon  
Honigman Miller Schwartz and Cohn LLP  
650 Trade Centre Way  
Suite 200  
Kalamazoo, MI 49002

