

**TEMPORARY USE AND OCCUPANCY AGREEMENT  
FOR CONSTRUCTION STAGING AREA  
FOR THE STADIUM BOULEVARD RECONSTRUCTION PROJECT**

**(400-402 East Stadium Boulevard)**

**THE ANN ARBOR GOLF AND OUTING CLUB ("Grantor")**, a Michigan corporation with its registered office at 400 E. Stadium Blvd., Ann Arbor, MI 48104, being the fee owner of property commonly known as 400-402 E. Stadium Blvd., Ann Arbor, MI 48104, grants to the **CITY OF ANN ARBOR ("City")**, a Michigan municipal corporation whose address is 301 East Huron Street, Ann Arbor, MI 48104, the temporary right to enter and occupy the area described and illustrated on Exhibit A ("Staging Area") upon the following terms:

- 1. Use.** The City (which includes its contractors or agents) may use the Staging Area as a construction staging area for the Stadium Boulevard Reconstruction Project, including parking construction vehicles, storing construction equipment and supplies, and related activities. The project will include the total reconstruction of the roadway including concrete pavement on E. Stadium Boulevard from Kipke Drive through, and including, the S. Main Street intersection, bituminous pavement and concrete curb and gutter along W. Stadium Boulevard, on-street bike lanes throughout the entire project limits, replacement of the existing water mains in Stadium Boulevard, replacing and upgrading the storm sewer and the construction of storm water infiltration trenches that will improve the quality of storm water run-off in the project area, the construction of new sidewalk along the south side of Stadium Boulevard east of S. Main Street, replacement of large portions of the existing sidewalk throughout the project, and other related work.
- 2. Term.** The term of this agreement shall be two periods: from April 1, 2016 to September 2, 2016 and from April 1, 2017 to September 1, 2017. Prior to the end of each period, the City shall vacate the Staging Area and perform grading and restore the gravel surface for vehicle parking. If the University of Michigan reschedules the home opening football game to a date up to 10 days prior to September 2 for the 2016 season or 10 days prior to September 1 for the 2017 season, the City shall request that its contractor(s) vacate the Staging Area, perform grading and restore the gravel surface for vehicle parking in time for the rescheduled game if the construction has progressed to the point that the roadway can be accepted for traffic. If the City wishes to extend the term of this agreement, Grantor may condition the extension on additional compensation to be negotiated at the time
- 3. Access.** For safety and security purposes, the City may control access to all or a portion of the Staging Area for the term of this agreement. The City may erect temporary barriers to control access.
- 4. Condition and Restoration.** The Staging Area is currently an open gravel parking lot with concrete driveway approaches and a grassy border with a short brick retaining wall and trees. Grantor states that it has no knowledge of any potentially hazardous substances or conditions within the Staging Area. Until commencement of

the term of this agreement, Grantor shall not substantially alter the configuration of the Staging Area and shall maintain the Staging Area in reasonable condition for the purposes of this agreement. Grantor shall remove all vehicles and objects from the Staging Area prior to commencement of the term of this agreement. The City shall not damage the existing brick wall during the term of this agreement. The City shall restore or pay for the restoration of the brick wall if it is damaged by the City, and of any paving, gravel, or landscaping that is removed or disturbed as a result of the City's work, to a condition that is equal to or better than that which existed at the commencement of the term.

**5. Compensation.** The compensation for this agreement shall be \$84,100.00 to be paid by the City to Grantor in two annual installments. The first installment shall be \$42,050.00 to be paid prior to April 1, 2016. The second installment shall be \$42,050.00 to be paid prior to April 1, 2017.

**6. Authority.** Each of the undersigned states that they have authority to sign this agreement on behalf of and to bind the party for whom they sign and that execution of this agreement will not result in a material breach of any agreement or instrument to which the party is bound.

**THE ANN ARBOR GOLF AND OUTING CLUB**

Date: 11/23/2015

  
By: Michael Rein  
Its: President

**THE CITY OF ANN ARBOR**

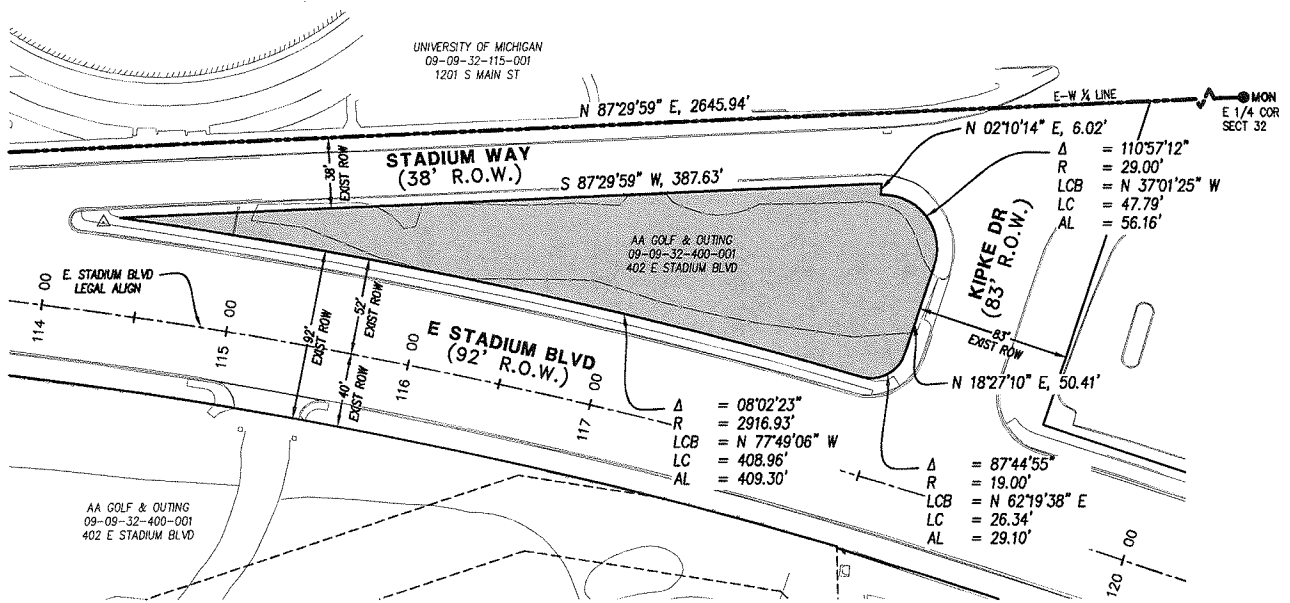
Date: \_\_\_\_\_

By: Christopher Taylor  
Its: Mayor

By: Jackie Beaudry  
Its: City Clerk

Tax Parcel ID No: 09-09-32-400-001

# Exhibit A



LEGEND

	SECTION LINE
	EXISTING ROW
	TEMP EASEMENT
	TEMP EASEMENT (21948.88 SFT)



**NCI** NORTHWEST CONSULTANTS, INC.

PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR

**STADIUM BLVD ROADWAY  
RECONSTRUCTION PROJECT**  
TEMPORARY GRADING PERMIT - EXHIBIT 24  
402 E STADIUM BLVD  
09-09-32-400-001

SCALE HORIZ. 1"=100'	
DRAWING NO. <b>2014-035-EXHIBIT 24</b>	
SHEET NO. <b>1</b> OF <b>1</b>	

REV. NO.	DESCRIPTION	DATE	DR. BY	CH. BY
	ORIGINAL ISSUE	09/17/15	KR	AK