

SECOND AMENDMENT TO HAMPTON INN (2900 JACKSON ROAD) DEVELOPMENT AGREEMENT

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("CITY") and United Condominium Development Association, a Michigan nonprofit corporation with offices at _____ ("PROPRIETOR") and successor in interest to Executive Hospitality, Inc., a Michigan corporation, having its offices at 24725 Greenfield Road, Southfield, Michigan 48075 ("DEVELOPER") agree to amend the Hampton Inn (2900 Jackson Road) Development Agreement ("Agreement") executed by the CITY and DEVELOPER, recorded in Liber 4839, Page 766, Washtenaw County Records, and First Amendment to Hampton Inn (2900 Jackson Road) Development Agreement ("First Agreement") executed by the CITY and DEVELOPER, recorded in Liber 5033, Page 946, Washtenaw County Records regarding the land commonly known as 2900 Jackson, as described in the attached Exhibit A, as follows:

1. Paragraph (P-20) is amended to read as follows:

(P-20) PROPRIETOR hereby agrees to construct all sidewalks, ramps and the bus pad, as shown on the approved construction plans with the exception of the sidewalk and ramps leading from the site across Jackson Road. PROPRIETOR agrees to pay the CITY the sum of \$18,607.42 prior to the issuance of a final certificate of occupancy for the building located at 2910 Jackson Road to be used for future installation of pedestrian improvements across Jackson Road by the CITY and/or the Michigan Department of Transportation. PROPRIETOR shall be solely responsible for winter maintenance of the sidewalk, ramps and the bus pad connecting Mason Avenue to the site consistent with the requirements of Chapter 49, Section 4:60 of Ann Arbor City Code (as may be revised, amended or moved by the CITY from time to time) as if the sidewalk, ramps and bus pads were sidewalks adjacent to the frontage of the property. If the CITY and/or the Michigan Department of Transportation completes a pedestrian improvement project across Jackson Road at a future date, PROPRIETOR agrees to be responsible for winter maintenance of any ramps and sidewalks constructed as part of that improvement project so long as these improvements front the site.

All terms, conditions, and provisions of the Hampton Inn Development Agreement between the parties executed September 30, 2010, and the First Amendment to Hampton Inn Development Agreement executed April 23, 2014, 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.

The effective date of this Agreement is _____, 2017.

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Howard S. Lazarus, City Administrator

For Proprietor

By _____
Akram Namou, President
United Condominium Development
Association

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Christopher Taylor, Mayor and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan municipal corporation, on behalf of the corporation.

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

STATE OF MICHIGAN)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Akram Namou, President of United Condominium Development Association, a Michigan nonprofit corporation, on behalf of the corporation.

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

DRAFTED BY AND AFTER RECORDING RETURN TO:

Brett Lenart, Planning Manager
Ann Arbor Planning & Development Services
301 E. Huron Street
PO Box 8647
Ann Arbor, MI 48107

EXHIBIT A

Legal Description

United Condominium Development pursuant to the Master Deed recorded in Liber 5054, Page 334 of the Washtenaw County Register of Deeds, the Common Elements appurtenant thereto, and the easements in favor thereof contained in the Master Deed of United Condominium Development, recorded in Liber 4512, Page 78.

Formerly known as:

Part of the North $\frac{1}{2}$ of Section 25, T2S, R5E, Scio Township, now City of Ann Arbor, Washtenaw County, Michigan, more particularly described as:
Commencing at the North $\frac{1}{4}$ corner of Section 25, thence N.89°01'00"E., 159.00 feet along the North line of said Section 25; thence S.6°00'30"W., 99.76 feet to the point of beginning being on the Southerly line of highway I-94; thence along a curve to the right 532.63 feet said curve having a radius of 1738.57 feet, a central angle of 17°33'12" and a long chord bearing of S.70°03'30"E., 530.55 feet; thence S.4°42'48"W., 27.57 feet; thence along a curve to the right 49.96 feet said curve having a radius of 1713.57 feet, a central angle of 1°40'13" and a long chord bearing of S.60°03'12"E., 49.95 feet to the West line of a US-12 expressway ramp; thence S.22°17'30"W., 537.27 feet along said West line to the North line of Jackson Avenue (variable width); thence the following five (5) courses being along said Northeasterly line of Jackson Road connecting ramp; (1) N.68°03'00"W., 262.92 feet; and (2) N.43°58'30"W., 206.00 feet; and (3) N.43°57'00"W., 147.46 feet; and (4) N.33°07'30"W., 459.17 feet to a point on the Southerly line of highway I-94; thence the following two (2) courses being along said Southerly line (1) N.88°04'00"E., 9.22 feet; and (2) along a curve to the right 394.53 feet said curve having a radius of 1713.57 feet, a central angle of 13°11'31", and a long chord bearing of S.85°20'12"E., 393.66 feet; thence N.6°00'30"E., 25.08 feet to the point of beginning and containing 8.89 acres.

Commonly known as 2900 Jackson Road

Parcel ID# 09-08-25-100-005