

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of March 2, 2010

**SUBJECT: Michigan Islamic Academy Site Plan (2301 Plymouth Road)
File No. SP10-001**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Michigan Islamic Academy Site Plan and Development Agreement, subject to disconnection of two footing drains.

STAFF RECOMMENDATION

Staff recommends that the site plan be **approved** because it would comply with all local, state and federal laws and regulations; the development would limit the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; and the development would not cause a public or private nuisance and would not have a detrimental effect on public health, safety or welfare.

LOCATION

The site is located north of Plymouth Road west of Traverwood Drive (Traver Creek Watershed).

DESCRIPTION OF PETITION

The 2.95-acre site currently contains a mosque and school space totaling 24,414 square feet. The petitioner proposes to remove an existing 3,263-square foot classroom trailer at the rear of the site and construct a three-story, 10,500-square foot addition in its place for a new total of 31,651 square feet. The new addition contains 3,500 square feet per floor and provides additional classroom space. The total number of students and employees is proposed to remain the same at 364 persons. The site is in the O (Office District) zoning district which allows private schools.

Access to the site will remain on Plymouth Road and leads to 133 surface parking spaces. A 15-foot wide conflicting land use buffer exists along the west property line screening the parking lot from the adjacent residential use. The minimum required vehicle parking for a place of worship is 121 parking spaces while the school use requires 45 spaces. The petitioner indicates prayer sessions occur five times per day and are open to students and staff only. There is no public use of the school spaces. Staff determined the higher parking requirement (worship use) for this site more closely meets the academy's needs. Students are not permitted to drive to the academy and do not typically live nearby.

Twenty-four Class C bicycle spaces (uncovered bicycle parking hoops) exist at the south and east entrances. The majority of students are transported by their parents and 24 spaces were deemed sufficient for the previous site plan approval with 14 parking spaces deferred.

There are three landmark trees on site and one landmark tree with a portion of its critical root zone on site. All trees will remain and no other natural features are impacted on the subject site. Storm water detention is underground and located in the northeast corner of the parking lot. The detention system is designed to allow for infiltration into the soil, any overflow will be discharged into the storm sewer.

SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Offices	ORL (Office/Research/Limited Industrial District)
EAST	Offices	O (Office District)
SOUTH	University of Michigan Housing	PL (Public Land District)
WEST	Apartments	R4A (Multiple-Family Dwelling District)

COMPARISON CHART

	EXISTING	PROPOSED	REQUIRED/PERMITTED
Zoning	O (Office District)	O	O
Gross Lot Area	128,365 sq ft (2.95 acres)	128,365 sq ft	6,000 sq ft MIN
Lot Width	289.5 ft	289.5 ft	50 ft MIN
Setbacks	Front	118 ft	25 ft MIN
	Side	72 ft – North 21 ft – South	0 ft 20 ft MIN *
	Rear	278 ft	0 ft MIN
Height	2 stories (approximately 24.5 ft)	3 stories (approximately 40 ft)	3 stories/40 ft MAX
Vehicle Parking	133 spaces	133 spaces	121 spaces – Church 45 spaces - School
Bicycle Parking	24 spaces - Class C	24 spaces - Class C ** 14 spaces - Deferred	8 sps - Class C – Church 75 sps - Class C - School

* If abutting residentially-zoned land, the minimum side setback requirement is 20 feet.

** Bicycle parking is met under church use and not school use. The petitioner will install 14 additional spaces if needed.

PLANNING BACKGROUND AND HISTORY

The City of Ann Arbor Master Plan recommends office uses for the site. Multiple-family residential use is proposed to the west, public and quasi public uses to the south, and industrial and research uses to the north.

The parcel was originally site planned in 1981 to include a mosque and three dormitories. The mosque was completed and the dorms never constructed. In 1990, a site plan was approved for classrooms, a gymnasium, a library and an administration wing. An administrative amendment was approved in 1998 to decrease the size of the building addition.

COMMENTS PENDING, DISMISSED OR UNRESOLVED

Forestry - The street tree escrow requirement for this site is \$376. This amount has been paid.

Systems Planning – Two footing drain disconnections will be required for this project. If footing drains for the existing building are connected to the sanitary sewer system, disconnection will be required in accordance with current City specifications. Footing drains removed from any existing buildings may offset required mitigation.

Planning and Development Services (Planning) – The petitioner indicated no comments were received from the public for the proposed project.

Prepared by Christopher Cheng
Reviewed by Matt Kowalski and Jeff Kahan
jsj/2/25/10

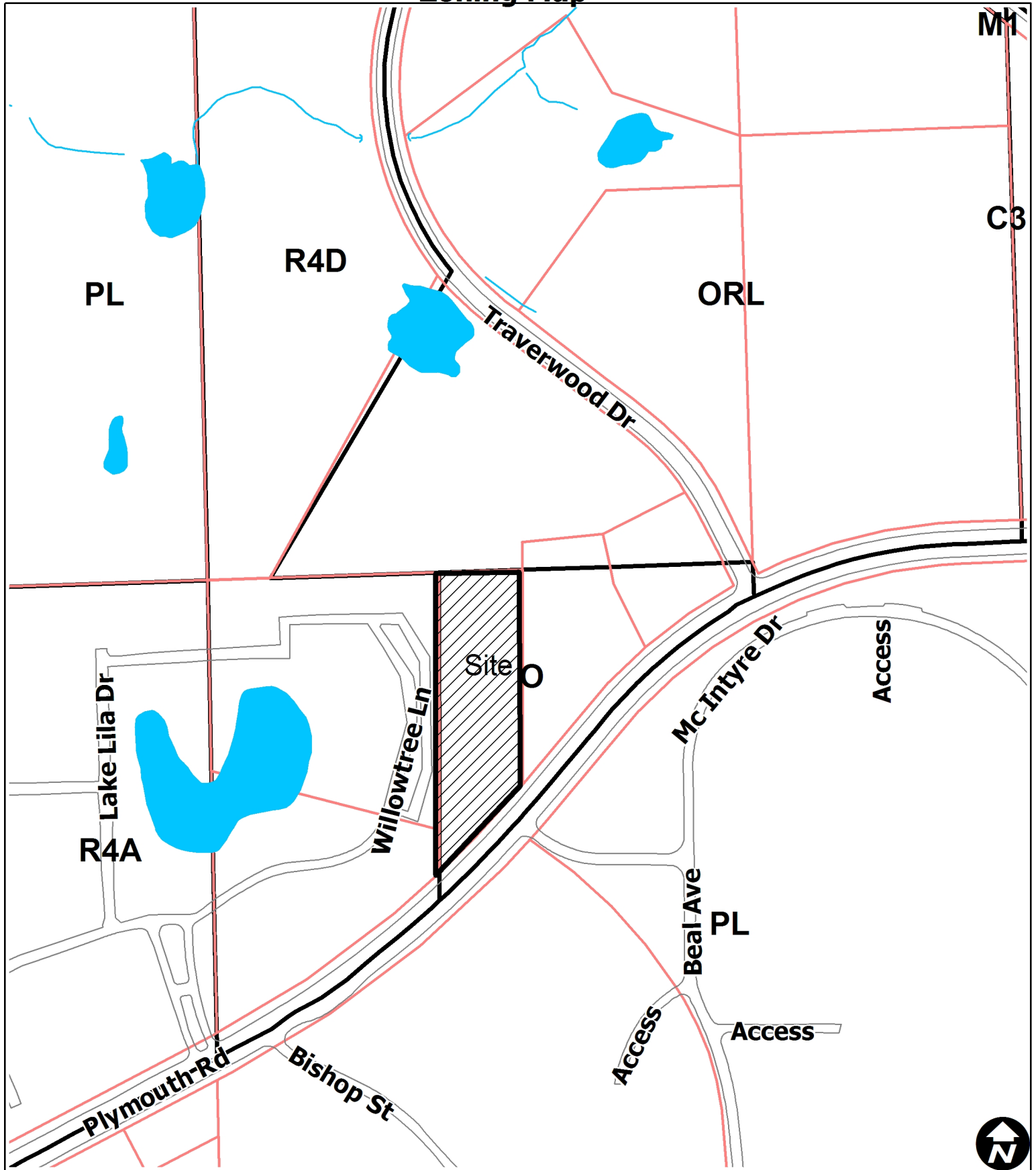
Attachments: Parcel/Zoning Map
Aerial Photo
Site Plan
Landscape Plan
Building Elevations
Citizen Participation Summary

c: Petitioner: David A. Kubiske, P.E.
David Arthur Consultants, Inc
110 Main Street
Dundee, MI 48131

Owner: Michigan Islamic Center of Ann Arbor
2301 Plymouth Road
Ann Arbor, MI 48108

City Attorney
Systems Planning
File No. SP10-001

2301 Plymouth Road -Zoning Map-



Map Legend
— Railroads



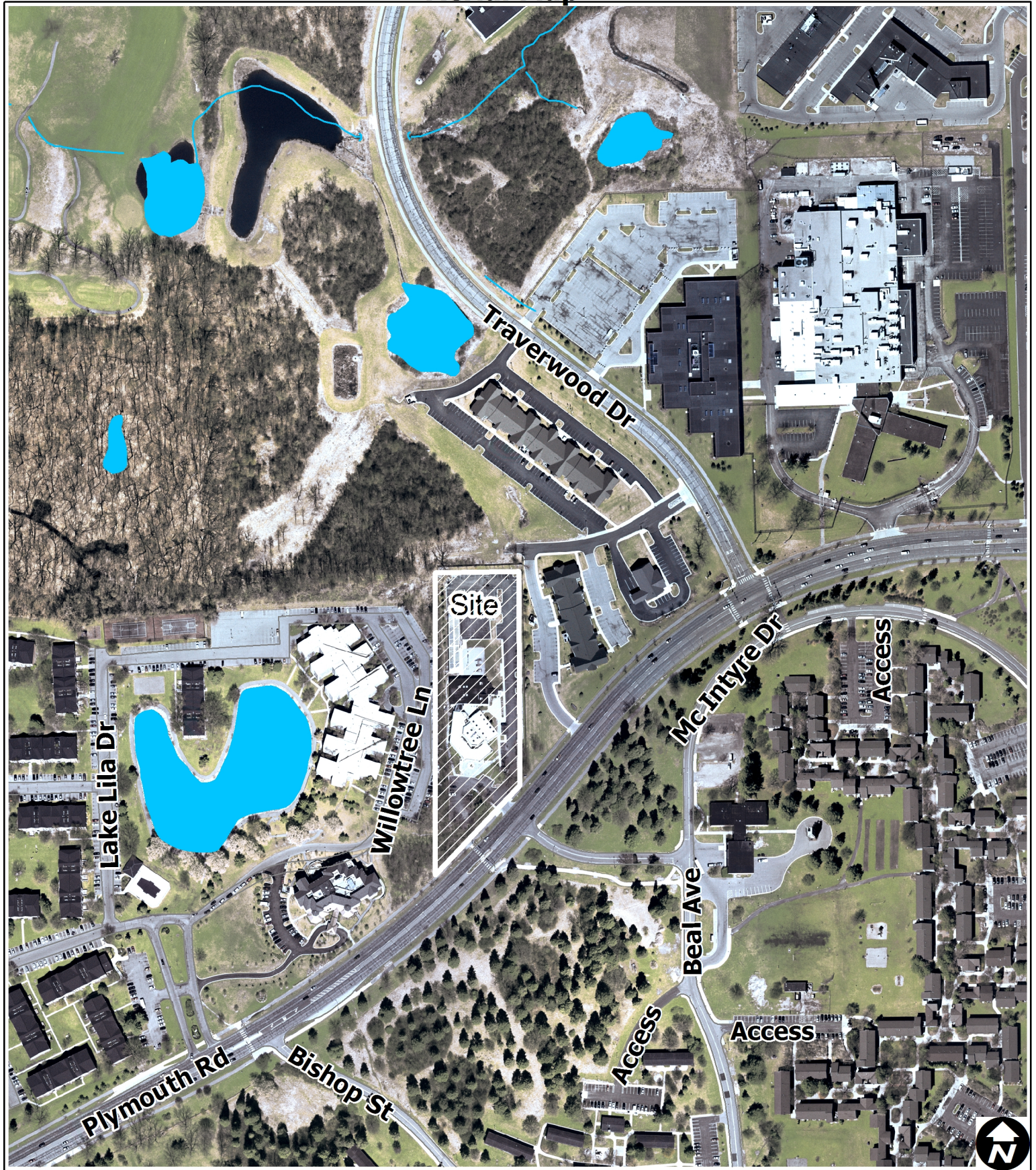
Maps available online:
<http://gisweb.ewashtenaw.org/website/mapwashtenaw/>

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2301 Plymouth Road -Aerial Map-



0 187.5 375 750 Feet



Maps available online:

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

Map Legend
— Railroads

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COMMUNITY ANALYSIS

NATURAL FEATURES ANALYSIS

NO WOODLANDS, WETLANDS, WATERCOURSES, STEEP SLOPES, OR FLOODPLAINS ARE LOCATED WITHIN THE AREAS INFLUENCED BY CONSTRUCTION. LANDMARK TREES ARE DENOTED ON SHEET C.105

PLYMOUTH ROAD. NO ADDITIONAL C

SOLID WASTE RECEPTICLES ARE CURRENTLY STORED ON A CONCRETE PAD. A TRASH ENCLOSURE IS PROPOSED TO MEET ANN ARBOR STANDARDS.

DEVELOPMENT SUMMARY

NO ADDITIONAL STUDENTS OR ADMINISTRATIONS WILL BE ADDED TO THE EXISTING ISLAMIC ACADEMY AT THIS TIME. THE PROPOSED ADDITION HOUSES CLASSROOMS WHICH USED TO BE LOCATED IN THE TRAILER ON SITE AND A LUNCH ROOM, SINCE THE SCHOOLS POPULATION REMAINS UNCHANGED, NO ADDITIONAL CAR TRIPS WILL BE GENERATED AS A RESULT OF THIS ADDITION.

THE PROPOSED PROJECT SHALL CONSIST OF A 3-STORY, 3,500 S.F. PER FLOOR ADDITION TO THE BACK OF THE EXISTING MICHIGAN ISLAMIC ACADEMY BUILDING. THE EXISTING 3,263 S.F. CLASSROOM TRAILER LOCATED ON SITE SHALL BE TEMPORARILY RELOCATED ON SITE AND USED DURING CONSTRUCTION. THE TRAILER WILL BE REMOVED FROM THE SITE ONCE THE ADDITION IS IN OPERATION. THE PROPOSED ADDITION WILL CONTAIN CLASSROOMS AND A LUNCH ROOM. NO

EXISTING

THE PROPOSED ADDITION SHALL CONNECT TO WATER, GAS, ELECTRICITY, TELEPHONE AND CABLE IN THE EXISTING BUILDING. A NEW SANITARY SEWER SHALL BE CONSTRUCTED THROUGH THE BUILDING AND AGENCY RECORDS, THERE APPEARS TO BE NO PROBLEMS WITH UTILIZING ANY OF THE UTILITIES LOCATED ON THE SITE.

NO HAZARDOUS MATERIALS HAVE BEEN DISCOVERED ON SITE, NOR HAS ANY BEEN ANTICIPATED BASED ON THE RECORDS. ANY MATERIALS DISCOVERED, SHALL BE IMMEDIATELY REPORTED TO THE AGENCY AND CONTRACTED TO REMOVE THE NECESSARY MATERIAL, AND TESTS AS NEEDED.

EXISTING	PROPOSED
STORM SEWER	STORM SEWER
WASTEWATER	WASTEWATER
GAS LINE	GAS LINE
SANITARY SEWER	SANITARY SEWER
OVERHEAD POWER LINES	OVERHEAD POWER LINES
SILT FENCING (see construction note)	SILT FENCING (see construction note)
FENCE	FENCE
SANITARY SEWER MANHOLE	SANITARY SEWER MANHOLE
STORM SEWER MANHOLE	STORM SEWER MANHOLE

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1. SIDEWALKS TO BE 8" WIDE 5" THICK MIN. CONC. (3000 P.S.I.). CONSTRUCTION JOINTS IN CONC. SIDEWALK TO BE AT 5' O.C. WITH EXPANSION JOINTS AT EVERY 20'.
2. EVERY CONTRACTOR BUILDING SIDEWALKS SHALL STAMP AT EACH END OF THE WALK CONSTRUCTED BY HIM, ITS NAME AND THE YEAR IN WHICH THE SAID WALK WAS CONSTRUCTED. SUCH STAMP TO BE IN A FORM PRESCRIBED BY THE PUBLIC SERVICES ADMINISTRATOR. (CHAPTER 49, §15.4 SIDEWALK SPECIFICATION)

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THE SCHOOL OPERATES FROM 8:30 AM TO 3:30 PM MONDAY THROUGH FRIDAY.

THE HOURS OF WORSHIP ARE 6:30-7:00 AM, 1:00-1:20 PM, 2:30-2:50 PM, 5:10-5:30 PM, AND 7:00-7:20 PM EVERY DAY.

SCHOOL AREAS ARE USED BY THE STUDENTS AND STAFF ONLY. THERE SHALL BE NO PUBLIC USE OF THESE SPACES.

I.D. PIPE (INCHES)	18" & LESS	21"	24"	27"	30"	33"	36"	42"	48"	54"	60"	66"	72"	78"	84"	90"	96"	102"	108"
"W" TRENCH WIDTH (FEET)	3.0'	3.5'	4.0'	4.5'	5.0'	5.5'	6.0'	7.0'	8.0'	9.5'	10.0'	10.5'	11.0'	11.5'	12.0'	12.5'	13.0'	13.5'	14.0'

ZONING		EXISTING CONDITIONS	REQUIRED/PERMITTED	PROPOSED
LOT WIDTH	"O"-OFFICE	128.545 S.F.	"O"-OFFICE	"O"-OFFICE
LOT DEPTH	128.545 S.F.	6,000 S.F. (MIN.)	128.545 S.F.	128.545 S.F.
LOT SIZE	289.52'	50'	289.52'	289.52'
BUILDING HEIGHT	APPROX. 24.5' / 3 STORY	40' / 3 STORY	40' / 3 STORY	40' / 3 STORY
STAIRWAYS	117.97'	117.97'	117.97'	117.97'
FRONT SIDE	71.83' OFFICE 31.57' RESIDENTIAL	71.83' OFFICE 31.57' RESIDENTIAL	71.83' OFFICE 31.57' RESIDENTIAL	71.83' OFFICE 31.57' RESIDENTIAL
REAR	278.74' OFFICE	RESIDENTIAL ZONED LAND	173.60' OFFICE	173.60' OFFICE
USABLE FLOOR AREA % OF LOT AREA	24.441/128.545 = 19.0%	40% MAX.	31.651/128.545 = 24.7%	
PARKING	TOTAL			
	132. SPACES	ELIM. AND R. HIGH SCHOOLS ² 13 SPACES / CLASSROOM 15 CLASSROOMS = 45 SPACES 1 SPACE / 3 PERSONS 564 / 3 = 121 SPACES	132. SPACES	
SMALL CAR	27	50% OF TOTAL SPACES > 6 B.F. SPACES	27	
B.F.	9	101-180 SPACES > 6 B.F. SPACES	9	
BIKE	24 H/1 MOORS (TYPE C)	SCHOOLS: 5 SPACES / CLASSROOM 15 CLASSROOMS = 75 SPACES	24 ⁴ H/1 MOORS (TYPE C) (SEE SHEET C.103)	

LOT SIZE	128,345 S.F.	128,345 S.F. (1M)	128,345 S.F.
LOT WIDTH	298.52'	50'	298.52'
BUILDING HEIGHT	APPROX. 24.5' / 3 STORY	15' MIN. / 42' MAX.	40' / 3 STORY
SETBACKS	117.97'	15' MIN. / 42' MAX.	117.97'
FRONT	21.27' RESIDENTIAL	NO USE, EXCEPT FOR RESIDENTIAL	21.27' RESIDENTIAL
SIDE	21.27' RESIDENTIAL	RESIDENTIALLY ZONED AND ABUTTING RESIDENTIALLY ZONED LAND	21.27' RESIDENTIAL
REAR	228.24' OFFICE	NO USE, EXCEPT FOR ABUTTING RESIDENTIALLY ZONED LAND	178.90' OFFICE
USABLE FLOOR AREA	24,411/128,345 = 19.0%	40% MAX.	31,651/128,345 =
% OF LOT AREA			
TOTAL	132 SPACES	ELKS AND JR. HIGH SCHOOLS* 15 CLASSROOMS = 45 SPACES PRAYER HALLS 1 SPACE 364 / 128 SPACES	132 SPACES
SMALL CAR	27	30% OF TOTAL SPACES -> 37 MAX	27
B.F.	9	101-150 SPACES -> 6 B.F. SPACES	
BIKE	24 AT HOOPS (TYPE C)	SCHOOLS, 5 SPACES / CLASSROOM 15 CLASSROOMS = 75 SPACES	24** AT HOOPS (TYPE C)

*NOTE: THE ISLAMIC ACADEMY CONSISTS OF STUDENTS OF ALL GRADES; HOWEVER STUDENTS ARE NOT PERMITTED TO DRIVE VEHICLES ON CAMPUS. THEREFORE, THE ELKS AND JR. HIGH SCHOOLS ARE USED. PARKING CALCULATIONS USED FOR THE ACADEMY ARE INCLUDED IN THE 364 PERSON COUNT.

**SEE SHEET C.

(

—
N.T.S.

*NOTE: IF ELEVATION DIFFERENCE BETWEEN TOP OF RIM AND TOP OF PIPE IS LESS THAN 4'-4", THEN A SHALLOW CATCH BASIN SECTION SHALL BE USED.

• NOTE: DO NOT SCALE FIGURES (NOT PRINTED MICROFILM)

② SIDEWALK DETAIL

— N.T.S.

MICHIGAN ISLAND

ITEM	COMMENT DATE	DATE ISSUED	DATE
FOR REVIEW		11/25/09	L
FOR REVIEW		12/16/09	1

SCALE:
1" = 30'

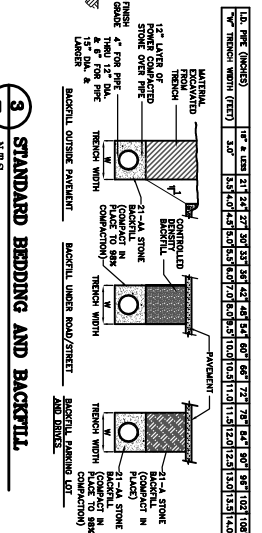
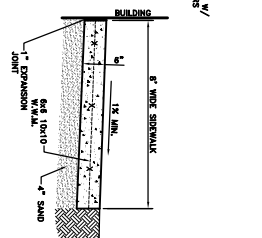
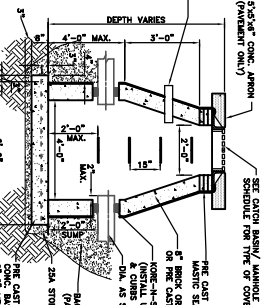
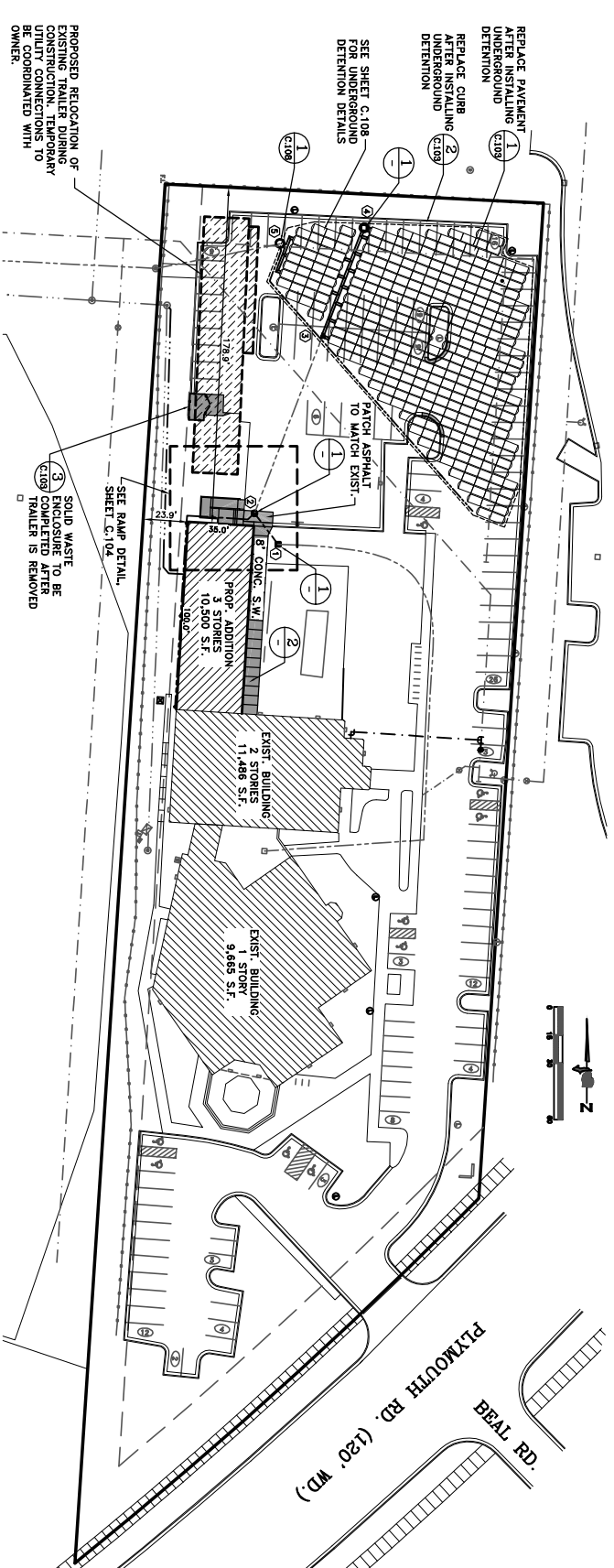


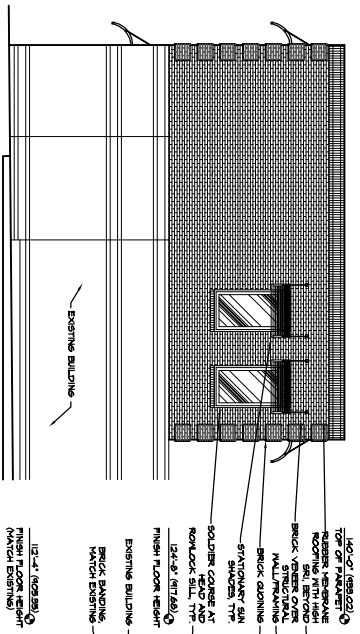
ARTHUR D. LITTLE
CONSULTANTS, INC.

310 MAIN STREET
DURHAM, NE 68301

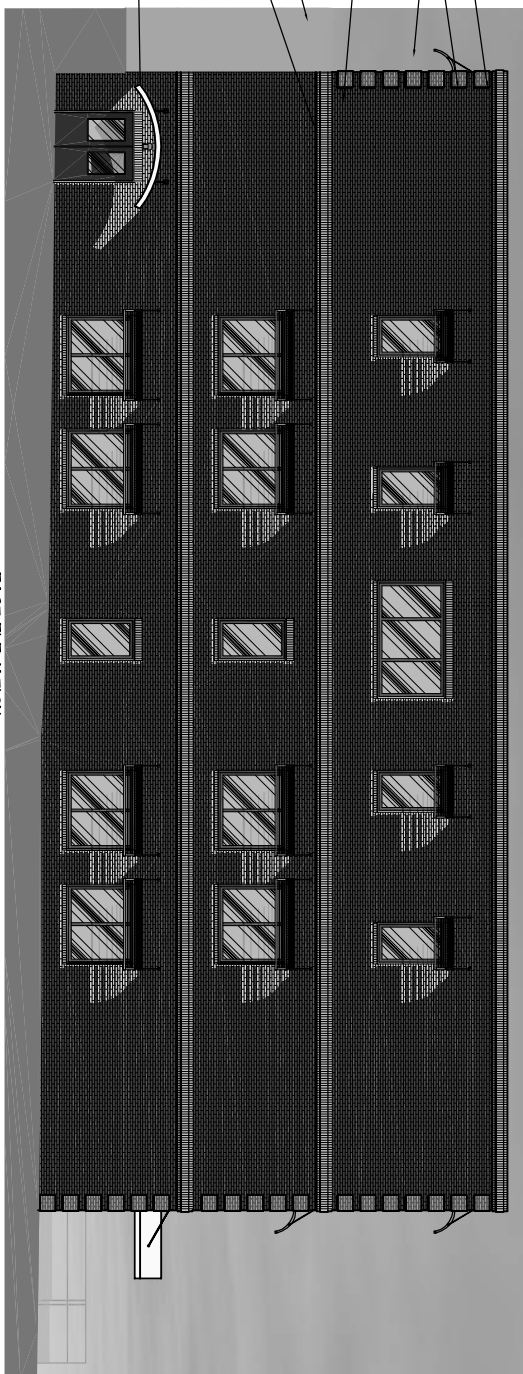
PHONE
(734) 683-5000

PLAT DATE	2/24/10
JOB NO.	09-D-3487
SHEET NO.	102

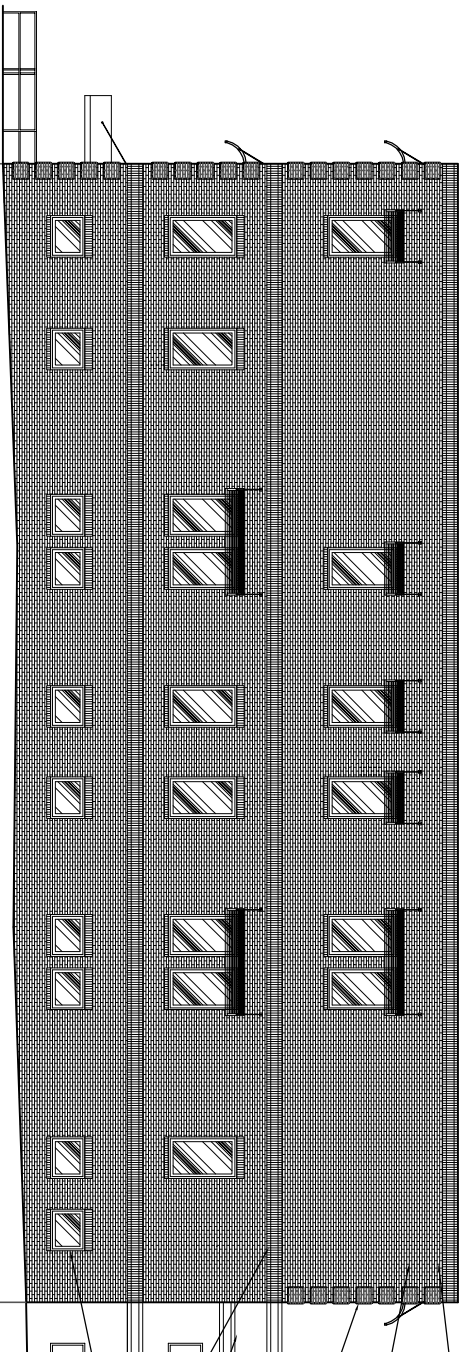




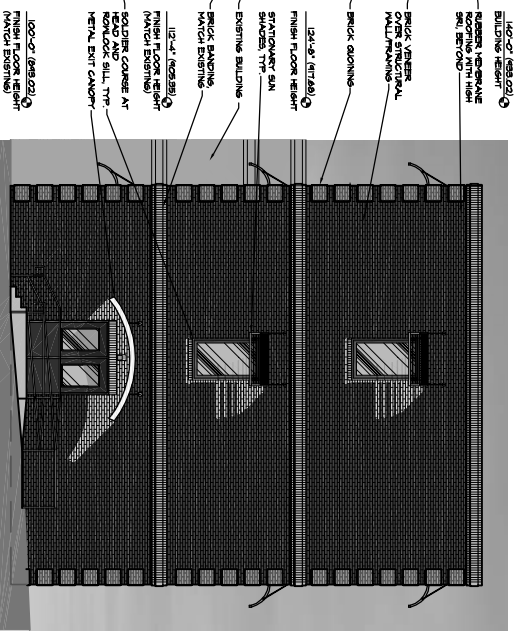
SOUTH ELEVATION
SCALE 3/8" = 1'-0"



EAST ELEVATION
SCALE 3/8" = 1'-0"



WEST ELEVATION
SCALE 3/8" = 1'-0"



NORTH ELEVATION
SCALE 3/8" = 1'-0"

Michigan Islamic Academy
2301 Plymouth Road

Ann Arbor, Michigan



November 25, 2009

Citizen Participation Ordinance



The Islamic Academy of Michigan, located at 2301 Plymouth Road, has submitted a petition, as described to the right, to the City of Ann Arbor. You are receiving this postcard as a property owner or person living within 500 feet of the petition site.

Please contact David Arthur Consultants, Inc. by phone at (734) 823-5080, or mail at 110 Main St., Dundee, MI 48131 within 30 days of receiving this postcard to discuss any concerns, issues, or problems you may have with the petition.

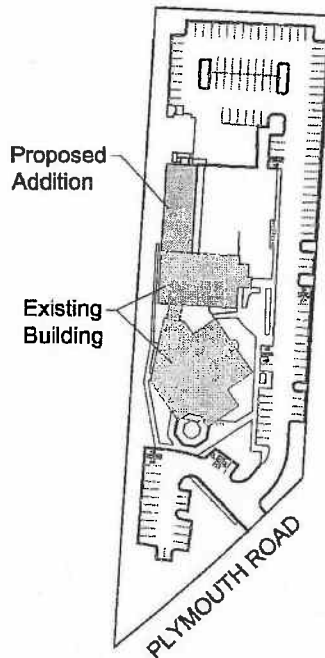
Your comments will be provided to the City of Ann Arbor to be used during the petition review process.

The Petition

The petition consists of the construction of a 3-story addition to the existing Islamic Academy building. Each floor covers 3,500 s.f.

This addition will replace the existing portable trailer, which is currently housing classes, and will be located approximately where the existing trailer is sitting (see drawing on reverse). The existing trailer will be relocated during construction and ultimately removed from the site upon completion of construction.

An enclosure will be built to contain trash. No other parking, landscaping, or site changes are planned at this time.



MICHIGAN ISLAMIC ACADEMY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, 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 Michigan Islamic Center of Ann Arbor, with principal address at 2301 Plymouth Road, Ann Arbor, Michigan 48103, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Michigan Islamic Academy, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Michigan Islamic Academy, and desires 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 PROPRIETOR will install these improvements prior to any permits being issued, and

WHEREAS, on _____, 2010, City Council approved the Site Plan ("Site Plan") for Michigan Islamic Academy pursuant to a resolution adopted on that date.

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 water and sanitary sewer leads, and private storm water management systems, sidewalks as shown on the Site Plan approved by the City, or as necessary to connect to existing City or other facilities either on or adjacent to the site ("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) Should the PROPRIETOR proceed with the project, 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.

(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) To install all water mains, storm sewers and sanitary sewers, through the first course of asphalt, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits.

(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) To construct, repair and/or adequately maintain the private 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-8) After construction of the private on-site storm water management system, to maintain it in good working order. Any proposed changes to the private on-site storm water management system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the PROPRIETOR fails to maintain any portion of the 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 maintenance 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, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the PROPRIETOR for 60 days after notice via first class mail, the CITY may bill the PROPRIETOR for the total cost, or assess those costs as provided in Chapter 13 of Ann Arbor City Code.

(P-9) 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-10) 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-11) 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 material changes to the approved building elevations, setbacks, aesthetics, or materials, as determined by the Planning and Development Services Manager or designee, 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-12) 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-13) No lot may be divided such that an additional building parcel is created.

(P-14) Prior to application for and issuance of certificates of occupancy, to disconnect 2 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). 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-15) 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-16) 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-17) 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-18) 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 Michigan Islamic Academy Site Plan.

(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:

LEGAL DESCRIPTION

(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.

(T-7) The recitals discussed above are true and accurate and are incorporated into and made a part of this Agreement.

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:

Michigan Islamic Center of Ann Arbor
2301 Plymouth Road
Ann Arbor, Michigan 48108

By: _____
Tarek Nahlawi

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 2010, 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)
) ss:
County of)

On this _____ day of _____, 2010, before me personally appeared Tarek Nahlawi, Michigan Islamic Center of Ann Arbor, 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 Washtenaw

DRAFTED BY AND AFTER RECORDING RETURN TO:
Wendy Rampson, Planning Manager
Ann Arbor Planning & Development Services
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 994-6000 x42606