

SEWER TRANSFER AGREEMENT

This agreement is between the **CITY OF ANN ARBOR ("City")**, a Michigan municipal corporation, whose address is 301 East Huron Street, Ann Arbor, Michigan, 48104, and **BRIXMOR HOLDINGS 1 SPE, LLC F/K/A CENTRO NP HOLDINGS 1 SPE, LLC ("Brixmor")**, a Delaware limited liability company, whose registered office address is 601 Abbot Road, East Lansing, MI 48823.

RECITALS

1. Brixmor is the owner of real property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 155-396 North Maple Road, described on Exhibit A and in Liber 4641, Page 463 and Liber 5155, page 857 of Deeds, Washtenaw County Records ("Property").
2. An indenture dated September 8, 1962 and recorded in Liber 1006, Page 404 of Deeds, Washtenaw County Records, granted an easement to the City for a sanitary sewer through the Property ("Easement").
3. The City owns the sanitary sewer pipe and appurtenances presently existing within the Easement ("Sewer").
4. The City has determined that there is no longer any public need for the Sewer, has released the Easement by resolution of City Council attached as Exhibit B, and would otherwise abandon the Sewer in place.
5. Brixmor wishes to accept ownership of and responsibility for the Sewer for use as a private sewer lead serving 195 N. Maple Road (Tax ID 09-08-25-102-009) connecting to the public sewer in Maple Road.

AGREEMENT

Brixmor and the City therefore agree as follows:

1. The City hereby transfers to Brixmor all right, title, and interest in the Sewer as is, with no warranty or representation as to the Sewer's condition or fitness for any

purpose. The City shall have no further obligation related to the Sewer.

2. Brixmor acknowledges that the Sewer has been bulkheaded and grouted west of manhole 71-67013 as shown on the attached Exhibit C. Brixmor accepts all right, title and interest in the Sewer as is and:
 - a. assumes all obligations incidental to ownership of the Sewer, including maintenance and repair;
 - b. waives all claims related to the Easement or Sewer against the City, its employees, agents, officers, contractors, and fiduciaries;
 - c. shall indemnify, defend and hold harmless the City, its employees, agents, officers, contractors, and fiduciaries from and against all claims related to the Easement or the Sewer; and
 - d. shall comply with all laws related to the Sewer.
3. The undersigned state that they have the authority to execute this agreement on behalf of Brixmor.
4. This agreement shall run with the land and shall bind and benefit Brixmor, the City, and their respective successors and assigns.
5. This agreement shall be governed by the laws of the State of Michigan;
6. This agreement may not be amended, altered, or modified except in writing signed by the parties.
7. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid, the remainder of the agreement shall remain in force.
8. This agreement contains all of the obligations and statements by Brixmor and the City to one another and expresses the entire understanding between them with respect to transfer of ownership of the Sewer.

(Signatures on following pages)

**BRIXMOR HOLDINGS 1 SPE, LLC (F/K/A CENTRO
NP HOLDINGS 1 SPE, LLC)**

By: _____

John Hendrickson

Its: Executive Vice President

Signed on: December 26, 2018 in:

State of Illinois

County of Cook

This instrument was acknowledged before me on December 26, 2018,
by John Hendrickson, Executive Vice President of Brixmor Holdings 1 SPE, LLC, a
Delaware limited liability company.

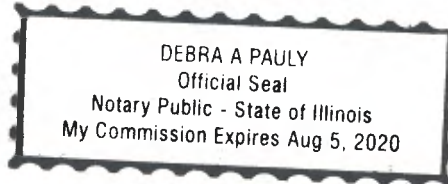
Debra A Pauly

, Notary Public

County of Cook, State of Illinois

Acting in County of Cook

My Commission Expires: 8/5/2020



CITY OF ANN ARBOR

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Signed on: _____, 2019 in:
State of Michigan
County of _____

This instrument was acknowledged before me on _____, 2019
by Christopher Taylor, Mayor and Jacqueline Beaudry, City Clerk, of the City of Ann
Arbor.

, Notary Public
County of _____, State of Michigan
Acting in County of _____
My Commission Expires:

Approved as to substance

Howard S. Lazurus
City Administrator

Craig Hupy
Public Services Area Administrator

Approved as to form

Stephen K. Postema
City Attorney

Prepared by and when recorded return to:
Christopher Frost (P70380)
Office of the City Attorney
City of Ann Arbor
301 E. Huron Street, POB 8647
Ann Arbor, MI, 48104-8647

Tax ID: 09-08-25-102-009
09-08-25-102-013
09-08-25-102-016
09-08-25-102-020
09-08-25-102-021

Exhibit A

Description of Property

Land Situated in the City of Ann Arbor, County of Washtenaw, State of Michigan: Beginning at the Northeast corner of Section 25, Town 2 South, Range 5 East, City of Ann Arbor, Washtenaw County, Michigan; thence South 1 degree 38 minutes East 1439.12 feet along the East line of said section and the centerline of Maple Road; thence South 88 degrees 22 minutes West 218.62 feet; thence South 18 degrees 42 minutes West 174.71 feet; thence 215.23 feet along the Northerly line of Jackson Avenue and along the arc of a circular curve to the right, radius 2546.60 feet, chord North 71 degrees 59 minutes 15 seconds West 215.21 feet; thence continuing along said Northerly line North 69 degrees 34 minutes West 87.68 feet; thence continuing along said Northerly line North 67 degrees 49 minutes West 56.80 feet; thence North 22 degrees 11 minutes East 168.0 feet; thence North 67 degrees 49 minutes West 148.0 feet; thence North 22 degrees 11 minutes East 52.0 feet; thence North 67 degrees 49 minutes West 92.0 feet; thence South 88 degrees 22 minutes West 172.66 feet; thence North 30 degrees 41 minutes 36 seconds West 270.49 feet; thence North 1 degree 38 minutes West 949.15 feet along a line parallel with and 1050 feet Westerly of the East line of the section; thence North 88 degrees 51 minutes 38 seconds East 1050.04 feet along the North line of said section to the place of beginning, being a part of the Northeast 1/4 of said Section 25, but Excepting the West 12 feet of the East 45 feet thereof conveyed to the City of Ann Arbor, a Michigan municipal corporation, for highway purposes, as more particularly described in Deeds recorded in Liber 1013, Page 138 and in Liber 1016, Page 34, Washtenaw County Records. Subject to a non-exclusive rights of ingress and egress as contained in Declaration of Easement recorded in Liber 1700, Page 137.

LESS AND EXCEPT the following:

Parts deeded to Michigan Department of Transportation as evidenced by deed recorded in Liber 4058, Page 747, and described as: The Easterly 14.06 feet of the following described parcel of land: Commencing at the Northeast corner of Section 25; thence South 01 degrees 38 minutes East, 1439.12 feet; thence South 88 degrees 22 minutes West, 218.62 feet; thence North 85 degrees 39 minutes 25 seconds West, 109.18 feet; thence South 88 degrees 45 minutes West, 152.33 feet; thence North 67 degrees 49 minutes West, 104.77 feet; thence North 22 degrees 11 minutes East, 69.31 feet; thence North 67 degrees 49 minutes West, 148.00 feet; thence North 22 degrees 11 minutes East, 75.00 feet; thence South 67 degrees 49 minutes East, 30.95 feet; thence 67.46 feet along arc of 165.00 foot radius to left, chord South 79 degrees 31 minutes 45 seconds East, 67.00 feet; thence North 88 degrees 45 minutes 30 seconds East, 238.89 feet; thence South 01 degree 14 minutes 30 seconds East, 128.30 feet; thence North 88 degrees 22 minutes East, 320.66 feet; thence South 01 degree 38 minutes East, 90 feet to the Point of Beginning. EXCEPT the Easterly 45 feet for road, being a part of the Northeast 1/4 of Section 25, Town 2 South, Range 5

East, City of Ann Arbor, Washtenaw County, Michigan.

ALSO

The Easterly 14.06 feet of the following described parcel of land described as:
Commencing at the Northeast corner of Section 25; thence South 01 degree 38 minutes East, 1221.80 feet to the point of beginning; thence South 88 degrees 32 minutes 30 seconds West, 319.79 feet; thence South 01 degree 14 minutes 30 seconds East, 128.30 feet; thence North 88 degrees 22 minutes East, 320.66 feet; thence North 01 degree 38 minutes West, 127.32 feet to the Point of Beginning. EXCEPT East 45 feet for the road. And also that portion of lands as described in the document entitled "Declaration of Taking" recorded January 31, 2002 in Liber 4091, Page 617.

EXHIBIT B
[RESOLUTION OF CITY COUNCIL RELEASING EASEMENT TO BE INSERTED]

EXHIBIT C

