

**Zoning Board of Appeals
May 26, 2021 Regular Meeting**

STAFF REPORT

Subject: ZBA 21-017; 3389 Plymouth Road (Plymouth Green Crossings PUD)

Summary:

Plymouth Green Crossings Planned Unit Development (PUD) was approved in 2006 as a mixed-use development project that included residential, retail, and bank land uses. A PUD is a customized zoning district that includes supplemental regulations that describe the specific land uses that are permitted for each building on the site. Proposed PUD's and amendments to the PUD supplemental regulations must be approved by City Council. The owner of the PUD is Plymouth Green Crossings, LLC (a property of Grand Sakwa Properties, LLC). The owner of the Fifth Third Bank building (Building D) at 3389 Plymouth Road is Fifth Third Bank. Building D is a condominium unit within the Plymouth Green Crossings, LLC PUD. The petitioner indicates that Fifth Third purchased the bank building within the Plymouth Green Crossings PUD in 2006, vacated the building around 2017 and has been attempting to lease or sell the building over the past two years.

The petitioner identified a potential buyer for the bank building who would like to use the building for a veterinary clinic. The petitioner wanted to initiate an amendment to the PUD supplemental regulations to allow a veterinary clinic within the bank building. City Planning staff indicated that such a proposed zoning change requires consent from all owners of the PUD. All owners have not consented to the proposed rezoning.

The City of Ann Arbor Unified Development Code, Chapter 55, Article V, Administrative Bodies and Procedures, Planned Unit Development (PUD) Zoning District, Section 5.29.11.D.1 (PUD Zoning District Review Submittal Requirements) indicates that amending a PUD zoning district requires written authorization of all owners of the PUD:

The entire parcel or parcels for which application is made shall be under one ownership, or the application shall be made with the written authorization of all property owners who have a legal or equitable ownership interest in the property or properties. Application for a PUD zoning district may be made only by or with the written authorization of the owner(s) of the parcel(s) involved. All property that is proposed to be part of the Development shall be included in the PUD zoning district request.

The Fifth Third Bank building is a unit that is part of the Plymouth Green Crossing PUD zoning district, and component to a larger development parcel.

Background:

The subject property is located at the northwest corner of Plymouth and Green Roads. The PUD site plan was originally approved in 2006 and the project was constructed soon thereafter.

Description:

The petitioner is appealing an administrative decision by City Planning Staff regarding the petitioner's ability to request a rezoning (amendment to the PUD supplemental

Zoning Board of Appeals
May 26, 2021

regulations) without obtaining the permission of all owners of the PUD in order to seek modification of the PUD regulations to allow a veterinary clinic within Building D of the Plymouth Green Crossings PUD.

Zoning Board of Appeals Powers to Review Administrative Determination

The Zoning Board of Appeals has all the power granted by State law and by Section 5.27.4, Administrative Review, to hear and decide questions that arise in the administration of the ordinance, including appeals from any Administrative decision or determination made by an Administrative official charged with enforcement of a zoning ordinance in this chapter. The following Limitations on the Powers shall apply:

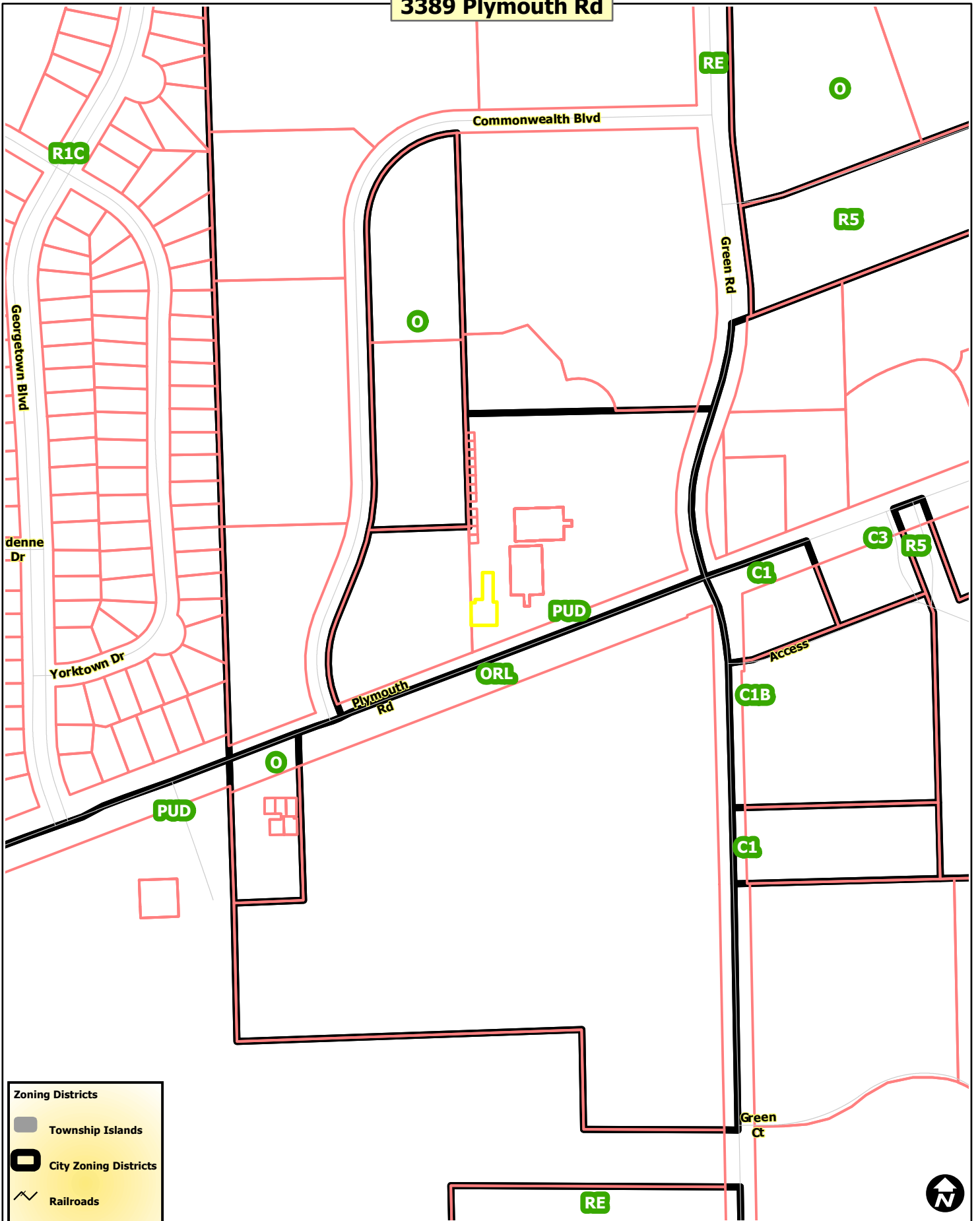
- B. Limitations on the Powers: The concurring vote of five members of the ZBA shall be necessary to reverse any order, requirement decision, or determination of any Administrative official or body.

Respectfully submitted,

Jeff Kahan

Jeff Kahan
City Planner

3389 Plymouth Rd



Zoning Districts

- Township Islands
- City Zoning Districts
- Railroads
- Huron River
- Tax Parcels



Map date: 5/4/2021
Any aerial imagery is circa 2020 unless otherwise noted
Terms of use: www.a2gov.org/terms

3389 Plymouth Rd

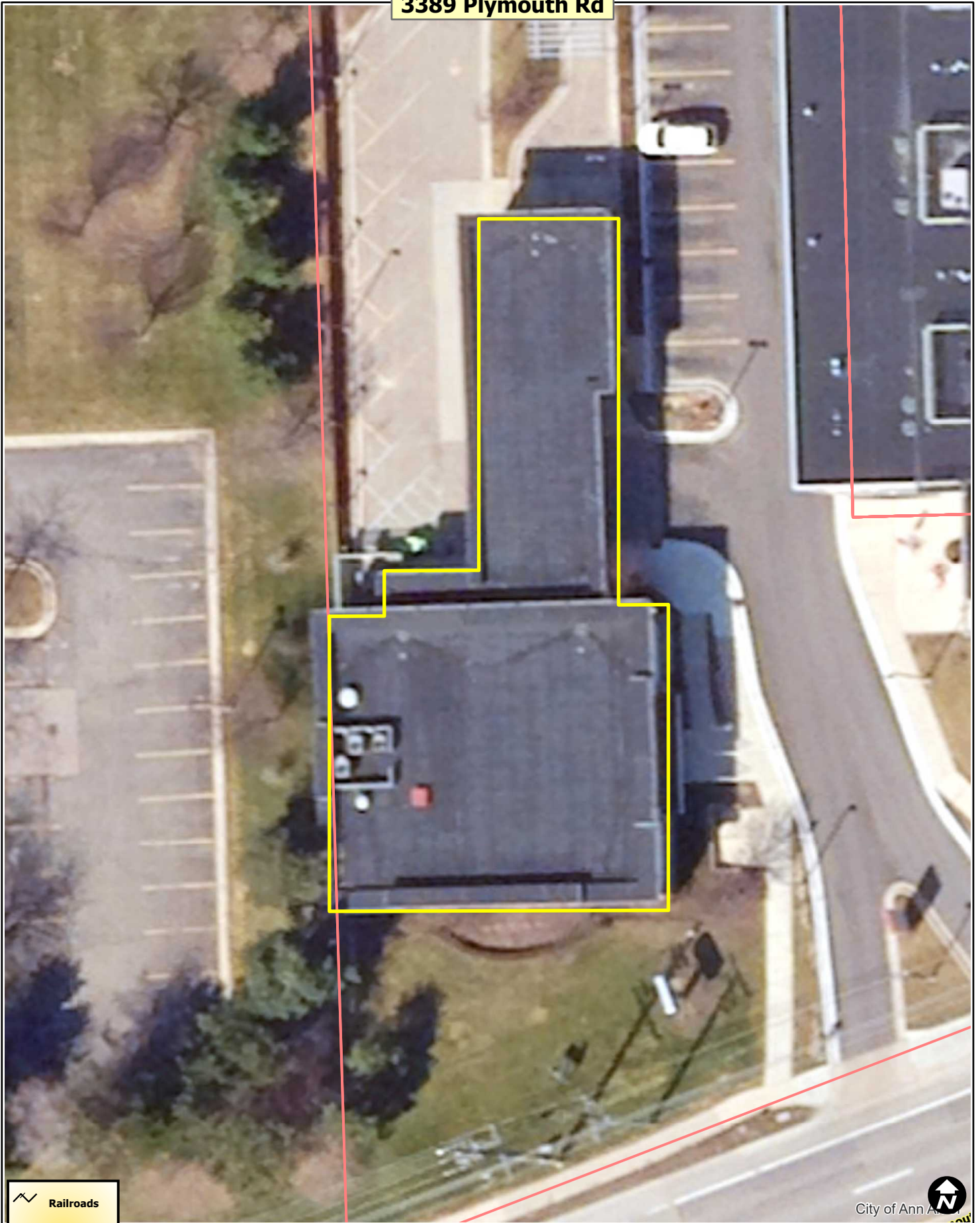





- Railroads
- Huron River
- Tax Parcels



Map date: 5/4/2021
Any aerial imagery is circa 2020 unless otherwise noted
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3389 Plymouth Rd



-  Railroads
-  Huron River
-  Tax Parcels



City of Ann Arbor 

Map date: 5/4/2021
Any aerial imagery is circa 2020 unless otherwise noted
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**McSHANE
& BOWIE P.L.C.**

JAMES R. BRUINSMA

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JOHN R. GRANT
OF COUNSEL

T. GERALD McSHANE
(1902-1982)

JACK M. BOWIE
(1924-2016)

Email address: jrb@msblaw.com
Direct Dial: (616) 732-5021

April 27, 2021

City of Ann Arbor Planning Services
Attn: Administrator, Zoning Board of Appeals
301 E. Huron Street
Ann Arbor, MI 48107-8460

Via FedEx Overnight & Email
planning@a2gov.org

Re: Zoning Board of Appeals Application
Property Address: 3389 Plymouth Road (TPN 09-09-14-305-013)

Dear ZBA Administrator:

Enclosed for filing, please find the following documents being submitted on behalf of Fifth Third Bank, NA (the **Property Owner**) for an appeal to the Zoning Board of Appeals (**ZBA**) related to the above-referenced property:

- Signed ZBA Application (Form V5, 1-8-2020);
- Addendum Letter to ZBA Application (with Exhibits 1 – 6);
- Authorization Letter from Property Owner; and
- Administrative Fee Payment (Check No. 40964, in the amount of \$1,000.00).

Very truly yours,


James R. Bruinsma

Enclosures

Copy: Client (via email only)
Scott Munzel (via email only)
Kevin McDonald (via email only)
Aaron M. Smith (via email only)



ZONING BOARD OF APPEALS APPLICATION

City of Ann Arbor Planning Services

City Hall: 301 E Huron Street Ann Arbor, MI 48107-8647

Phone: 734-794-6265 Fax: 734-794-8460 Email: planning@a2gov.org

PROPERTY INFORMATION

ADDRESS OF PROPERTY 3389 Plymouth Road		ZIP CODE 48105
ZONING CLASSIFICATION PUD	NAME OF PROPERTY OWNER* <i>If different than applicant, a letter of authorization from the property owner must be provided</i> Fifth Third Bank, NA	
PARCEL NUMBER 09-09-14-305-013	OWNER EMAIL ADDRESS TBD	

APPLICANT INFORMATION

NAME James R. Bruinsma (P48531), McShane & Bowie, P.L.C.			
ADDRESS 99 Monroe Ave NW, Suite 1100	CITY Grand Rapids	STATE MI	ZIP CODE 49503
EMAIL jrb@msblaw.com		PHONE (616) 732-5000	
APPLICANT'S RELATIONSHIP TO PROPERTY Attorney/Agent			

REQUEST INFORMATION

<input type="checkbox"/> VARIANCE REQUEST <input checked="" type="checkbox"/> Other (See Letter Supplementing Application) Complete Section 1 of this application	<input type="checkbox"/> REQUEST TO ALTER A NONCONFORMING STRUCTURE Complete Section 2 of this application
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REQUIRED MATERIALS

One hard copy application complete with all required attachments must be submitted. Digital copies of supportive materials included in the submitted hard copy will only be accepted in PDF format by email or accompanying the hard copy application on a USB flash drive.

Required Attachments:

- Boundary Survey of the property including all existing and proposed structures, dimensions of property, and area of property.
- Building floor plans showing interior rooms, including dimensions.
- Photographs of the property and any existing buildings involved in the request.


OFFICE USE ONLY

Fee Paid:	ZBA:
DATE STAMP	

ACKNOWLEDGEMENT

All information and materials submitted with this application are true and correct.

Permission is granted to City of Ann Arbor Planning Services and members of the Zoning Board of Appeals to access the subject property for the purpose of reviewing the variance request.

Property Owner Signature:  Attorney

Date: April 27, 2021

Section 1 City of Ann Arbor Planning Services – Zoning Board of Appeals Application

VARIANCE REQUEST

ARTICLE(S) AND SECTION(S) FROM WHICH A VARIANCE IS REQUESTED: *(Example: Article 3, Section 5.26)*

NOT APPLICABLE; see Addendum Letter to ZBA Application

REQUIRED DIMENSION: *(Example: 40' front setback)*

Feet: Inches:

PROPOSED DIMENSION: *(Example: 32 foot 8 inch front setback)*

Feet: Inches:

DESCRIPTION OF PROPOSED WORK AND REASON FOR VARIANCE:

N/A; see Addendum Letter

The City of Ann Arbor Zoning Board of Appeals has the powers granted by State law and City Code Chapter 55, Section 5:29. A variance may be granted by the Zoning Board of Appeals only in cases involving practical difficulties or unnecessary hardships when all of the following statements are found to be true. Please provide a complete response to each of the statements below.

The alleged practical difficulties are exceptional and peculiar to the property of the Person requesting the variance, and result from conditions that do not exist generally throughout the City.

N/A; see Addendum Letter

The alleged practical difficulties that will result from a failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.

N/A; see Addendum Letter

Allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this chapter, the practical difficulties that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

N/A; see Addendum Letter

The conditions and circumstances on which the variance request is based shall not be a self-imposed practical difficulty.

N/A; see Addendum Letter

A variance approved shall be the minimum variance that will make possible a reasonable use of the land or structure.

N/A; see Addendum Letter

McSHANE & BOWIE P.L.C.

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JOHN R. GRANT
OF COUNSEL

T. GERALD McSHANE
(1902-1982)

JACK M. BOWIE
(1924-2016)

April 27, 2021

Jon Barrett
Zoning Coordinator
City of Ann Arbor Planning Services/ZBA
301 E Huron Street
Ann Arbor, MI 48107

Via FedEx Overnight & Email
planning@a2gov.org

**Re: Zoning Board of Appeals Application
3389 Plymouth Road (TPN 09-09-14-305-013)**

Dear Mr. Barrett:

We are counsel to Fifth Third Bank, NA (*Fifth Third*), the owner of property in the City of Ann Arbor commonly known as 3389 Plymouth Road.

This letter is notice of Fifth Third's appeal of an administrative determination by the City Planning Department regarding the above-referenced property. Fifth Third seeks to apply for the rezoning of its property because the sole permitted use of that property—as a financial institution with a drive-thru—is no longer economically viable. Fifth Third is under contract to sell the property to a prospective buyer who instead seeks to use the property for a much-needed veterinarian clinic.

The City Planning Department has made a determination that Fifth Third is not permitted to apply for a rezoning or even to initiate the citizen review process. In response to Fifth Third's request to begin the process, City Planner Jeff Kahan advised by email dated March 25, 2021, that the City would not accept a rezoning application and would not provide the information necessary to initiate the application process. The stated basis of the decision was that, because the property is currently zoned as part of a planned unit development (Plymouth Green Crossings), the City had no power to rezone the land unless and until all owners in the PUD authorized the City to so act.

This appeal is authorized under Chapter 55 of the Unified Development Code (*UDC*), City of Ann Arbor Code of Ordinances, at Art V, § 5.29.12. This appeal is timely as it is being submitted within 60 days of the determination being appealed. *Id.* at § 5.29.12. A.2.

The City's refusal to allow Fifth Third to apply for the rezoning of its property unless and until neighboring landowners consent is contrary to the City's power to rezone and the plain language of the UDC. The refusal leaves the property with no economically viable use

April 26, 2021
Page 2

and impermissibly denies Fifth Third any process by which it can seek a remedy. As more fully set forth below, the ZBA should reverse the decision by the City Planning Department, confirm that the City has inherent authority to rezone real property within its jurisdiction without first obtaining authorization of neighboring landowners, and declare that City must accept and review an application to rezone the subject property consistent with the procedures set forth in the UDC.

Enclosed with this letter is the signed application form, a letter authorizing our law firm to submit the application on behalf of Fifth Third, and a check (No. 40964 dated April 26, 2021, in the amount of \$1,000.00) for the payment of the administrative fee.

Factual Background
Plymouth Green Crossings

Plymouth Green Crossings is a mixed-use development at the northwest corner of Plymouth and Green Roads in the City of Ann Arbor. It includes multiple-story, mixed-use buildings within a pedestrian-oriented neighborhood center that provides services to and is compatible with surrounding office, retail, educational, and restaurant uses. See PUD Site Plan, a copy of which is attached as **Exhibit 1**.

Plymouth Green Crossings is located within a PUD Zoning District. As provided in the UDC, the purpose of this zoning district is as follows:

[T]o permit flexibility in the regulation of land Development; to encourage innovation in land use and variety in design, layout, and type of Structures constructed; to achieve economy and efficiency in the use of land, natural resources, energy, and the provision of public services and utilities; to encourage provision of Open Space and protection of Natural Features; to provide adequate housing, employment, and shopping opportunities particularly suited to the needs of the residents of the City; to expand the supply of Affordable Housing Dwelling Units and to encourage the use, reuse, and improvement of existing Sites and Buildings that will be developed in a compatible way with surrounding uses, but where the uniform regulations contained in other zoning districts do not provide adequate protections and safeguards for the Site or surrounding area. The district is intended to accommodate developments with one or more land uses, Sites with unusual topography or unique settings within the community, or Sites that exhibit difficult or costly Development problems or any combination of these factors. This zoning district shall not be allowed where it is sought primarily to avoid the imposition of standards and

April 26, 2021
Page 3

requirements of other zoning classifications or other City regulations rather than to achieve the stated purposes above.

UDC, at Art II, § 5.13.9; see Zoning District Map, a copy of which is attached as **Exhibit 2**.

The Property

The Fifth Third property is located in Plymouth Green Crossings, a condominium that comprises two units, with Fifth Third Owning Unit 1. Unit 1 is a separate parcel with its own legal description and tax parcel number (TPN 09-09-14-305-013). It is improved with a commercial building (referred to on the PUD Site Plan as "Building D") and three drive-through lanes. See Condominium Site Plan, a copy of which is attached as **Exhibit 3**.

Restrictions on the Property

Fifth Third's use of its property is subject to the terms of the Amended Master Deed for the condominium, which provides that the property may be used for whatever retail and residential uses are authorized by the Zoning Ordinance for the City:

Permitted Uses. No unit in the Project shall be used for other than those residential and retail purposes as defined by the City of Ann Arbor Zoning Ordinances and the Plymouth Green Crossings PUD Development Agreement entered into between the Developer and the City of Ann Arbor on January 23, 2006, which has been recorded in Liber 4562, Page 812, Washtenaw County Records, and the common elements shall be used only for purposes consistent with those uses. Any unit and the improvements thereon may be further subdivided into separate condominiums for such uses so long as such use is approved by the City of Ann Arbor, subject to the terms of the Amended Master Deed.

Master Deed, as amended, at Exhibit A, Amended By-Laws, at Art VI. § 1, excerpts of which are attached as **Exhibit 4**. Nothing in the private restrictions created by the Amended Master Deed limits the use of the Fifth Third property to a financial institution.

The restriction on the use of the Fifth Third property as a financial institution is contained solely within the public restrictions on the land as set forth in the zoning ordinance regulations adopted for the property. Those regulations provide that Fifth Third's property, identified as "Building D" may be used only as a "[f]inancial institution with drive-through service." A copy of the PUD Supplemental Regulations dated August 21, 2012 is attached as **Exhibit 5**. These supplemental regulations are "intended to supplement only those provisions in the City Codes that may be modified as part of a PUD and shall not be construed

to replace or modify other provisions or regulations in the City Codes.” *Id.* § 2. There is also a PUD Development Agreement in place for Plymouth Green Crossings, but there are no restrictions in that agreement that limit Fifth Third’s use of the Property. A copy of the PUD Development Agreement, as amended, is attached as **Exhibit 6**.

Changed Circumstances Impacting Use of the Property

Fifth Third purchased the Property on or about June 28, 2006. It occupied and used the Property as a regional bank branch for approximately 11 years. But the retail banking industry is changing, and a local bank branch in this location is no longer necessary or viable. Several years ago, Fifth Third closed the bank branch. Since that time, the Property has remained unoccupied. After nearly two years of actively marketing the Property for sale or lease, Fifth Third entered into a contract to sell the property, subject to rezoning the property so that it can be repurposed for a use that better fits with current market needs and realities.

Efforts to Apply for Rezoning of the Property

Since the fall of 2020, counsel for Fifth Third and counsel for the potential purchaser have made various attempts to initiate the rezoning process but were advised to first seek to obtain consent of all unit owners in the condominium. Earlier this year, the purchaser sought to initiate the process for amending the zoning applicable to the property by seeking to schedule a Citizen Participation Meeting regarding the proposed rezoning request. In response, Planner Kahan declined to provide the information necessary for the notices to be sent in advance of such a meeting on the basis that the PUD was approved as a “single use” PUD. In his view, the Planning Department could not consider an application to rezone the Property unless the owner of the other property within Plymouth Green Crossings supported such a rezoning in writing. Fifth Third sought but could not obtain consent from the other owner. Without unanimous consent, the Planning Department determined that the City had no power to rezone the land and refused to provide information needed for the commencement of the rezoning process.

Grounds on Which the Appeal to ZBA is Based

Fifth Third is aggrieved by the City’s refusal to consider Fifth Third’s request to apply for an amendment to rezone its property or to otherwise modify the applicable PUD zoning regulations to eliminate the use restriction on Building D. The City’s refusal to consider rezoning the property is contrary to law and should be reversed.

April 26, 2021
Page 5

A. The City Has the Power to Rezone Property.

Contrary to the determination of the Planning Department, the City has the power to rezone property under the Zoning Enabling Act, MCL 125.3101 *et seq.*, the Michigan constitution, and the City's Code of Ordinances. Powers conferred upon municipal corporations are to be liberally construed in their favor. Mich Const 1963, art VII, 34. Zoning is a legislative act and cannot be constrained by prior legislation or contract. *Arthur Land Co, LLC v Otsego Co*, 249 Mich App 650, 662; 645 NW2d 50 (2002), quoting *Sun Communities v Leroy Twp*, 241 Mich App 665, 669; 617 NW2d 42 (2000) (“[I]t is settled law in Michigan that the zoning and rezoning of property are legislative functions.”); *Inverness Mobile Home Cmty, Ltd v Bedford Twp*, 263 Mich App 241, 247–48; 687 NW2d 869 (2004). As such, the City cannot bargain away its zoning power nor can it cede that power to private property owners.

The UDC plainly sets forth the City's zoning and rezoning power. Contrary to the City's contention that the property cannot be rezoned absent consent from other private property owners, the UDC expressly provides that “[a] change to a PUD zoning district may be accomplished by amending the PUD zoning district by the process provided for establishment of a PUD zoning district in Section 5.29.11 or by rezoning to a different zoning district pursuant to the procedures in Section 5.29.10.” UDC, at Art VI, § 5.30.5; see also *JGA Dev, LLC v Charter Twp of Fenton*, No 277243, 2008 WL 3876172, at * 6–7 (Mich App Aug 21, 2008) (error to conclude that a township lacked inherent authority to rezone a planned unit development despite the site-specific approval process for such developments).

The UDC also provides that the boundaries of any zoning district as shown on the zoning map may be amended because of changed or changing conditions in a particular area, to rezone an area, or to change the regulations and restrictions of that district. *Id.* at § 5.29.10A. While a property owner may initiate an amendment to the zoning map, there is no requirement that a property owner must first obtain the consent of other owners whose land is not being rezoned before the City will consider the request. *Id.* at § 5.29.10.B.3.

Because the City has the power to rezone, there is no basis to justify the City's refusal to accept and consider an application submitted by Fifth Third to rezone its property, either by reclassifying it into a different zoning district or by modifying the PUD so it can be used for some economically viable use.

B. There are No Restrictions that Preclude Rezoning.

There are no private restrictions that preclude the City from rezoning the property or modifying the permitted use of the property. The Amended Master Deed does not contain any restriction that the property can be used only as a financial institution. Similarly, the bylaws for the condominium do not include any such restriction and provide instead that the

April 26, 2021
Page 6

units may be used for those residential and retail purposes permitted by the local zoning ordinance. There are no prohibitions on rezoning or modifying the PUD in the PUD Development Agreement, as the purpose of that agreement is to provide for infrastructure improvement necessary to develop Plymouth Green Crossings, not to control land uses within that development. There is simply nothing that takes away the City's power to rezone the property to a compatible residential or retail use such as a veterinary clinic.

C. Consideration of a Rezoning Request Comports with Public Policy.

The current zoning restrictions as to the property render it of no economically viable use. Public policy favors the use and enjoyment of land, and restrictive covenants are not to be construed so broadly so as to restrain an otherwise permissible use. *See e.g., Connor v Resort Custom Builders, Inc*, 459 Mich 335, 341; 591 NW2d 216 (1999) (“[A]ll doubts are resolved in favor of the free use of property.’ This principle is fundamental, and elsewhere we have refused to infer restrictions that are not expressly provided in the controlling documents.” (citations omitted)).

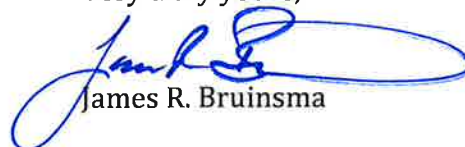
Indeed, the purpose of the PUD zoning district is to provide “more flexibility” to property owners, not to deprive a property owner of the use of its property. When circumstances change, the PUD device should not then be a means of mandating vacant and unproductive land. That serves neither the property owner nor the surrounding citizenry, who would benefit from uses that meet contemporary needs. The refusal to allow the application process to be initiated and for a request for rezoning to be made is erroneous and should be reversed.

Request for Relief

For the reasons set forth above, the ZBA should reverse the decision below, declare that that the City has the power to rezone the property, and require that the City accept, review, and render a decision with respect to an application to rezone the property.

Upon receipt of the application, fee, and this letter, please confirm that this matter has been added to the May 26, 2021 ZBA meeting agenda. If you have any questions or require any additional documents in advance of the May ZBA meeting, please contact the undersigned at (616) 732-5021 or via email at jrb@msblaw.com. Thank you for your consideration.

Very truly yours,


James R. Bruinsma

April 26, 2021
Page 7

Enclosures

cc: Client (via email only)
Scott Munzel (via email only)
Kevin McDonald (via email only)
Aaron M. Smith (via email only)

665758_4

Exhibit 1
to
Addendum Letter to ZBA Application

PUD Site Plan



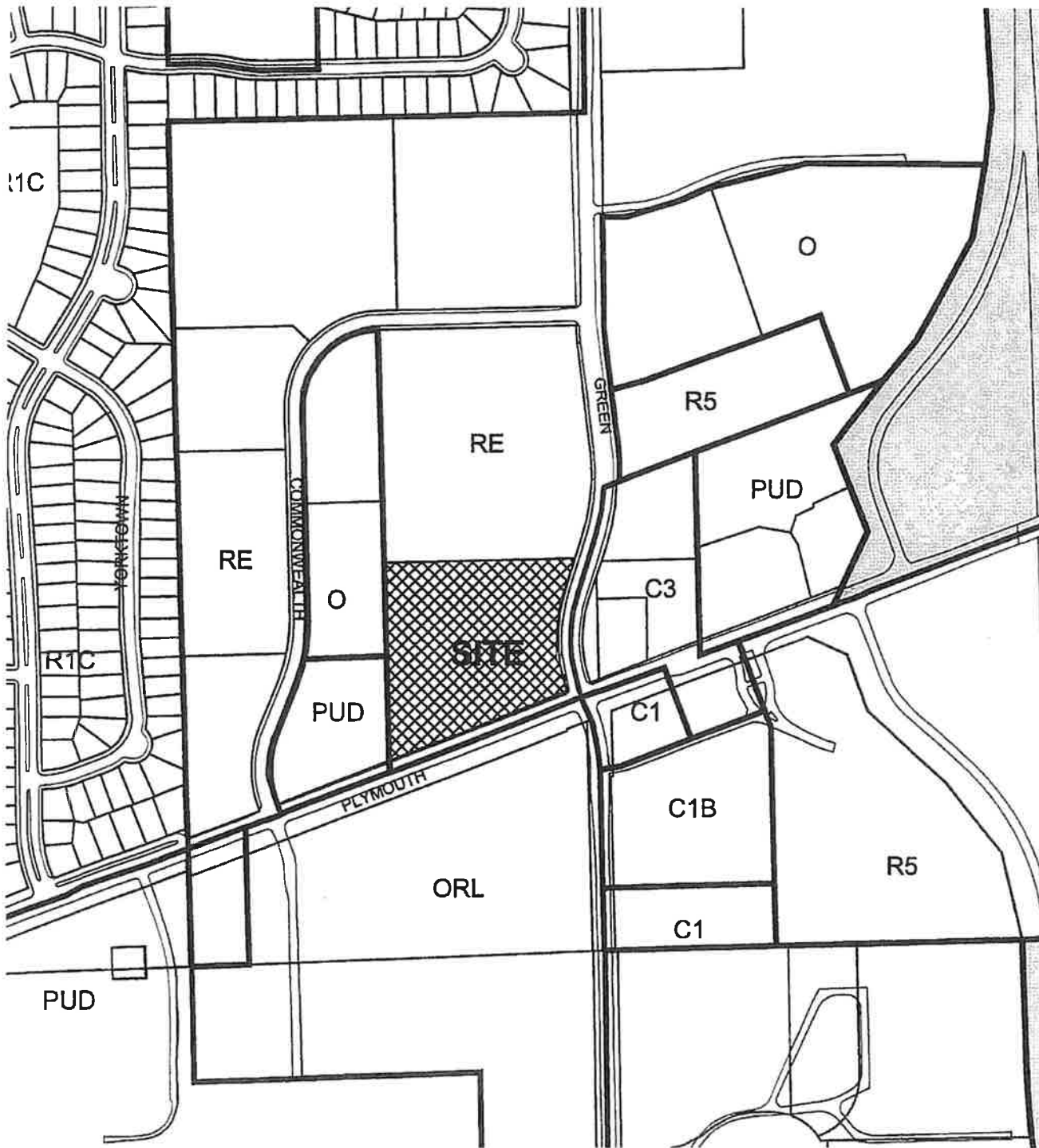
- LEGEND**
- SINGLE TREE
 - SIGN
 - BUFFER ZONE
 - BARBERED POLE PARKING SIGN
 - NO PARKING SIGN
 - FIRE LANE/NO PARKING SIGN
 - SMALL CAR PARKING
 - TRAFFIC FLOW DIRECTION
 - EXIST. POLE MOUNTED STREET LIGHT
 - EXIST. POLE MOUNTED LIGHT - SINGLE
 - EXIST. POLE MOUNTED LIGHT - DOUBLE
 - EXIST. BUILDING MOUNTED LIGHT
 - TRASH AREA
 - BITUMINOUS PAVEMENT
 - CONCRETE PAVEMENT



Exhibit 2
to
Addendum Letter to ZBA Application
Zoning District Map

Ann Arbor Crossings PUD Zoning District and Site Plan

Parcel and Zoning Map



150 0 150 300 450 Feet



Exhibit 3
to
Addendum Letter to ZBA Application
Condominium Site Plan

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 524 EXHIBIT B TO THE AMENDED MASTER DEED OF PLYMOUTH GREEN CROSSINGS

LOCATED IN THE SW 1/4 OF SECTION 14, T2S, R6E,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN.

DEVELOPER

PLYMOUTH GREEN CROSSINGS, LLC
15710 HUNTERS CREEK DRIVE
ANN ARBOR, MI 48103

SURVEYOR

MICHIGAN CROSSINGS, INC. LLC
15710 HUNTERS CREEK DRIVE
ANN ARBOR, MI 48103

LEGAL DESCRIPTION OF AN 8.000 ACRE PARCEL OF LAND
IN THE SW 1/4 OF SECTION 14, T2S, R6E,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

Commencing at the corner of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, and running North 89° 50' 00" West 100.00 feet to a point on the line of the East Side of Plymouth Green Crossings, a subdivision of part of the SW 1/4 of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, which bears S 67° 34' 00" E 40.00 feet to a point on the line of the East Side of Plymouth Green Crossings, a subdivision of part of the SW 1/4 of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, which bears S 67° 34' 00" E 40.00 feet to the right through a curved line of the East Side of Plymouth Green Crossings, a subdivision of part of the SW 1/4 of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, which bears S 67° 34' 00" E 40.00 feet to the POINT OF BEGINNING;

Thence continuing along said East Side of Plymouth Green Crossings, a subdivision of part of the SW 1/4 of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, which bears S 67° 34' 00" E 40.00 feet to a point on the line of the East Side of Plymouth Green Crossings, a subdivision of part of the SW 1/4 of Section 14, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, which bears S 67° 34' 00" E 40.00 feet to the POINT OF BEGINNING;

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SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. UTILITY DETECTION AND CONSERVATION EASEMENT PLAN
4. ACCESS, PARKING, LANDSCAPE, SIGNAGE AND DRAINAGE EASEMENT PLAN
5. UNIT 3 ACCESS AND PARKING EASEMENT PLAN
6. SITE PLAN
7. UTILITY PLAN



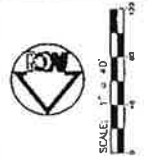
Patrick L. Mathias
PROFESSIONAL ENGINEER
SUMMITOR #37377

PROPOSED DATE SUBMITTED: 04, 2007



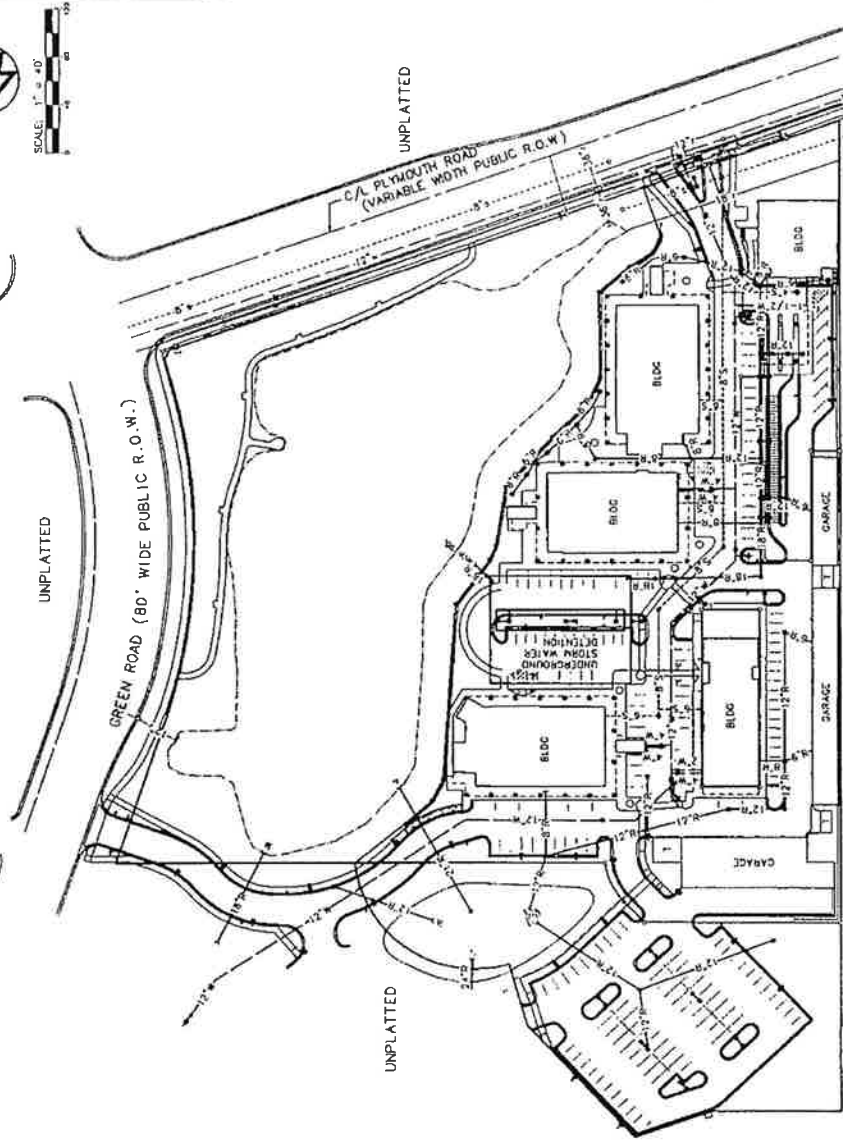


SCALE: 1" = 40'
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PLYMOUTH GREEN CROSSINGS
 EXHIBIT 'B' TO THE ABOVE MASTER DEED
 UNITARY PLAN

JOB NO. 05010
 TECH: FDA
 FILE: 05010A
 05010B
 SHEET 7 OF 7



PLYMOUTH PROF. PARK,
 LIBER 23 OF PLATS, PAGES 30-32



Patrick L. Hastings
 PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37377
 PROPOSED DATE: SEPTEMBER 04, 2007

LEGEND

—	EXIST. UTILITY POLE
—	EXIST. OVERHEAD UTILITY LINE
—	EXIST. WATER MAIN
—	EXIST. WATER MAIN
—	EXIST. HYDRANT
—	PROP. GATE VALVE IN BOX
—	EXIST. GATE VALVE IN WELL
—	PROP. GATE VALVE IN WELL
—	REDUCER
—	EXIST. STORM SEWER
—	PROP. STORM SEWER
—	EXIST. CATCH BASIN OR INLET
—	PROP. CATCH BASIN OR INLET
—	END SECTION
—	HEAD WALL
—	CULVERT
—	EXIST. SANITARY SEWER
—	PROP. SANITARY SEWER
—	SIDEWALK RAMP
—	ENCLOSED TRASH AREA
—	SIGN
—	TELEPHONE FIBER
—	ELECTRIC METER

NOTES

SEE SHEET 6 FOR UNIT LOCATIONS

INDIVIDUAL UNITS AND UTILITIES SHOWN MUST BE BUILT

ALL FRANCHISE UTILITIES WILL BE SHOWN ON AS-BUILTS

WATER SERVICE WILL BE PROVIDED BY

THE CITY OF ANN ARBOR

SEWER/SANITARY SERVICE WILL BE PROVIDED BY

THE CITY OF ANN ARBOR

ELECTRIC & GAS SERVICE WILL BE PROVIDED BY

D/E ENERGY

PHONE SERVICE WILL BE PROVIDED BY AT & T

Page: 65 of 65
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 L-4657 P-858
 ACS-582481-ADN-2007-65
 Lawrence Keistenbaum, Washnetaw

Exhibit 4
to
Addendum Letter to ZBA Application

Excerpt from By-Laws, Exhibit A to Amended Master Deed



EXHIBIT "A"

PLYMOUTH GREEN CROSSINGS

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Plymouth Green Crossings, a mixed use residential and retail building site condominium located in the City of Ann Arbor, Washtenaw County, Michigan, shall be administered by an association of owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Amended Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit. The Association shall keep current copies of the Amended Master Deed, all amendments to the Amended Master Deed and other Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Project documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Project documents and the Act shall be levied by the Association against the units and the owners thereof, in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Project, including fulfilling drainage responsibilities within individual units, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the owners against liabilities or losses arising within, caused by, or connected with the



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d. Notification of Mortgagees. In the event any unit in the Project, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

e. Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the City of Ann Arbor, applicable law and the following limitations and restrictions:

Section 1. Permitted Uses. No unit in the Project shall be used for other than those residential and retail purposes as defined by the City of Ann Arbor Zoning Ordinance and the Plymouth Green Crossings PUD Development Agreement entered into between the Developer and the City of Ann Arbor on January 23, 2006, which has been recorded in Liber 4562, Page 812, Washtenaw County Records, and the common elements shall be used only for purposes consistent with those uses. Any unit and the improvements thereon may be further subdivided into separate condominiums for such uses so long as such use is approved by the City of Ann Arbor, subject to the terms of the Amended Master Deed. The operation of a family or group day care home within the Project is prohibited.

Section 2. Leasing and Rental. An owner (including the Developer) may lease its unit and improvements within a unit or portions thereof for the purposes set forth in Section 1 of this Article VI without notice to or consent from any owner or other person interested in the Project or the Association except as otherwise provided in any mortgage on any unit. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the project documents. All owners, including the Developer, waive their right to receive from any owner notice of its intent to lease its unit and a copy of the proposed lease form, as provided in Section 112 of the Act.

Exhibit 5
to
Addendum Letter to ZBA Application

PUD Supplemental Regulations dated 8/21/2012

ORDINANCE NO. ORD-12-31

First Reading: October 1, 2012

Published: November 15, 2012

Public Hearing: November 8, 2012

Effective: November 25, 2012

PLYMOUTH GREEN CROSSINGS REVISED PUD ZONING
(NORTHWEST CORNER, PLYMOUTH AND GREEN ROADS)

AN ORDINANCE TO AMEND THE ZONING MAP, BEING A PART OF CHAPTER 55
OF TITLE V OF THE CODE OF THE CITY OF ANN ARBOR

The City of Ann Arbor ordains:

Section 1. THE ZONING MAP, which, by Section 5:4 of Chapter 55 of Title V of the Code of the City of Ann Arbor is made a part of said Chapter 55, shall be so amended as to designate the zoning classification of property described as follows:

Plymouth Green Crossings Units 1, 2 and 3, a condominium, according to the Amended Master Deed thereof, as recorded in Liber 4657, Page 858 as amended, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 524, together with the rights in general and common elements and limited common elements, as set forth in the Amended Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

in the City of Ann Arbor, Washtenaw County, Michigan as PUD (Planned Unit Development District) in accordance with the attached Plymouth Green Crossings Revised PUD Supplemental Regulations, which are hereby adopted and incorporated into the Plymouth Green Crossings Revised PUD zoning ordinance.

Section 2. This ordinance shall take effect and be in force on and after ten days from legal publication.

CERTIFICATION

I hereby certify that the foregoing ordinance was adopted by the Council of the City of Ann Arbor, Michigan, at its regular session of November 8, 2012.

Date

Jacqueline Beaudry, City Clerk

John Hieftje, Mayor

**Plymouth/Green Crossings PUD Zoning District
Supplemental Regulations**

Section 1: Purpose

It is the purpose of the City Council in adopting these regulations to provide for the coordinated and unified re-development of this parcel of land. These regulations seek to promote development of a complex of multiple-story, mixed-use buildings within a pedestrian-oriented neighborhood center, which will provide services to and be compatible with surrounding office, educational, restaurant, and retail uses.

Section 2: Applicability.

The provisions of these regulations shall apply to the property described as follows:

Plymouth Green Crossings Units 1, 2 and 3, a condominium, according to the Amended Master Deed thereof, as recorded in Liber 4657, Page 858 as amended, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 524, together with the rights in general and common elements and limited common elements, as set forth in the Amended Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Further, the provisions of these regulations shall be adopted and incorporated into the Plymouth Green Crossings Planned Unit Development zoning district. These regulations, however, are intended to supplement only those provisions in the City Codes that may be modified as a part of a PUD and shall not be construed to replace or modify other provisions or regulations in the City Codes.

Section 3: Findings

During the public hearings on this Planned Unit Development, the Planning Commission and City Council determined that:

- (A) It is desirable to develop the parcel described above with a mixture of residential, retail, restaurant and bank uses.
- (B) The surrounding neighborhoods contain office, educational, restaurant and retail uses.
- (C) Millers Creek and the Huron River and their associated watersheds will be protected and enhanced by the establishment of a unified storm water management system within the development.
- (D) A compact, pedestrian-oriented development with mixed land uses and a variety of open spaces will provide the amenity of a neighborhood center and services for the nearby residents, and employees.
- (E) Additional job opportunities within the City limits will result from the development of related retail, bank and restaurant uses.
- (F) The development and availability of 15 percent of the total number of residential dwelling units for lower income households in the City of Ann Arbor, or payment of an affordable housing contribution to the City of Ann Arbor Affordable Housing Trust Fund in lieu of the

development of units on-site, will expand the supply of affordable housing and will have a beneficial effect for the City of Ann Arbor.

- (G) Negative impacts of the development on the surrounding public street system and adjacent intersections will be mitigated by the Petitioner's contribution to appropriate remedial measures, which are an outcome of a comprehensive traffic study, and by the reduction in vehicle trips, which result from the close proximity of mixed land uses including housing, services, and job opportunities. Enhanced streets and sidewalks around and through the site will facilitate easy pedestrian accessibility by surrounding land users.
- (H) Pedestrian paths surrounding the wetland and the planting of native vegetation will increase pedestrian and recreational opportunities in the area.
- (I) The parcel described above meets the standards for approval as a Planned Unit Development, and the regulations contained herein constitute neither the granting of special privilege nor deprivation of property rights.

Section 4: PUD Regulations

- (A) Permitted principal uses of the components of the development (as diagrammed in Exhibit A, Conceptual Plan, attached) shall be:

Building A: Ground floor: retail, general office or restaurant. Upper floors: residential with a maximum of 12 units.

Building A Alternate: Ground floor: flexible space, retail, general office or restaurant and/or interior parking. Upper floors: residential with a maximum of 12 units.

Buildings B and C: Ground floor: retail, general office or restaurant. Upper floors: residential with a maximum of 35 dwelling units.

General provisions for Buildings A, B and C:

Residential uses shall constitute floors two and three of Buildings A through C.

General office shall be limited to one-third (or 7,112 square feet) of the total ground floor (or 21,336 square feet) of Buildings A, B and C, and may include, but is not limited to:

- Executive or administrative offices;
- Business offices of a public utility, real estate, insurance, commercial, or industrial establishment,
- Offices of legal, engineering, architectural and surveying services, accounting, auditing and bookkeeping services;
- Finance, insurance and real estate offices; travel bureaus; and banks (drive-through facilities are permitted in Building D only);
- Government offices;
- Business services such as advertising, consumer credit reporting agencies, mailing list and stenographic services, business and management consulting services;

- Offices of non-profit organizations such as professional membership organizations; labor unions; civic, social and fraternal associations; political organizations; and religious organizations.

Retail may include, but is not limited to:

- Sales of apparel and accessories, variety and general merchandise, groceries, miscellaneous retail such as drugs, alcoholic beverages, antiques, art (including artists' studios), flowers, jewelry, gifts and novelties, books, cameras, bicycles (and bicycle repair), office supplies or restaurants, excluding drive-through restaurants (sit-down restaurants shall be limited to a total of no more than 7,000 square feet);
- Retail services and personal services including, but not limited to, a management and leasing office, bank, hairdressing, dry cleaning and laundry pick up or travel agencies.
- Dry cleaning and laundry operations are prohibited.

Building D: Financial institution with drive-through service

Buildings F, G and H: Garages with attic storage

(B) Permitted accessory uses of the components of the development shall be:

Outdoor seating, merchandise display areas, vendor carts, temporary open-air markets, art displays, and performance areas provided they are located so as to maintain a six foot minimum width clear path and do not interfere with pedestrian movement on private sidewalks and comply with Chapter 47 of the City of Ann Code of Ordinances in public rights-of-way.

Temporary structures such as, but not limited to, tents, performance stages, or projection screens. Such accessory structures shall be in conformance with the regulation of and shall obtain occupancy permits from the City within public rights-of-way or as applicable.

Home occupations, subject to all the performance standards provided under the City of Ann Arbor Code of Ordinances.

Maintenance and management areas and storage and utility structures. Such areas and structures shall have a hedge, berm, wall, fence, or combination thereof, forming a continuous screen at least four feet high, from any internal or external residential environment, from pedestrian ways, and from the public rights-of-way or Millers Creek.

Parking Lots.

Parking Garages: Vehicular parking and attic storage for residential units.

No more than three (3) wireless communication antennas, if affixed to buildings and no taller than 15 feet above the roof of a building (50 feet maximum height), not to exceed a height 65 feet above the ground.

(C) Setbacks: (see Exhibit A)

Front:South	(Plymouth Road) – 40 feet minimum
East	(Green Road) – 240 feet minimum

Side: West 1 foot minimum

Rear: North 139 feet minimum

Internal: In order to maintain the unified nature of the PUD zoning district, there shall be no required building separation, except as required by Fire Codes, as illustrated in the conceptual plan, (Exhibit A, attached), described in this document under Site Access, and by the maximum floor area in percentage of lot area established by these supplemental regulations.

(D) Height:

Maximum heights shall be restricted, as shown below (refer to Exhibit A, attached for building location):

Building A: 50 feet and 3 stories, maximum; 45 feet and 3 stories, minimum

Building B: 50 feet and 3 stories, maximum; 45 feet and 3 stories, minimum

Building C: 50 feet and 3 stories, maximum; 45 feet and 3 stories, minimum

Building D: 35 feet and 2 stories, maximum; 15 feet and 1 story, minimum

Buildings F, G & H (parking garages): 24 feet to the peak of the roof; 15 feet minimum

Heights shall not be applicable to roof-mounted mechanical equipment.

(E) Lot Size:

The size of the PUD zoning district shall be 8.9 acres minimum.

The PUD may be developed as condominiums, in accordance with the laws of the State of Michigan; provided, however, that the Condominium Master Deed shall address ownership and mutual obligations of maintenance and liability, including but not limited to, shared landscaping, utilities, storm water management system, and architectural review. Prior to any filing of the Condominium Master Deed, access easements shall be recorded, conveying to each owner the right of shared parking and vehicular and pedestrian access.

(F) Floor Area Ratio:

Floor area in percentage of lot area for the PUD shall be determined for the entire 8.9-acre zoning district and shall not exceed 30 per cent based on gross building square footage.

(G) Parking:

Vehicular: No fewer than 275 vehicle parking spaces and no more than 290 vehicle parking spaces shall be provided on site. Surface parking spaces shall conform to City standards and shall not exceed 9 feet by 18 feet for 90 degree parking or 9 feet by 20 feet for parking parallel to a curb. No more than 35 parking spaces shall be provided in garages on site.

Bicycle: No fewer than 64 bicycle parking spaces shall be located throughout the site to provide service near building entrances and dwelling units. These spaces shall consist of 35 Class A in parking garages, 22 Class B, and 7 Class C, as defined in City Code.

(H) Screening and Buffers:

The dumpsters shall be screened as shown on the approved site plan and shall meet the materials standards in the City of Ann Arbor Code of Ordinances.

(I) Landscaping and Site Amenities

Landscape design and installation shall be coordinated through out the PUD zoning district, as referenced in Exhibit A. All paved surface materials and walls shall meet performance standards of the City of Ann Arbor Public Services Department Standard specifications. All landscaping shall meet the materials standards established in Chapter 62, Landscape and Screening of the City Code and in these supplemental regulations. All trees shall be planted at least 15-feet apart.

(J) Site Access

Vehicular: Access shall be limited to the following (refer to Exhibit A, Conceptual Plan):

- Plymouth Road – one curb cut on the south side of the property, allowing right turn ingress and right turn egress only.
- Green Road – one curb cut on the west side of the property, for two-way traffic. Access will include a shared access easement with the property north of the site.

Pedestrian:

- Barrier-free public access shall be provided to and within the site by sidewalks, not less than five feet in width, bordering Plymouth and Green Roads with sidewalk and plazas providing pedestrian access within the site. A sidewalk of not less than five feet in width shall also be provided east of the wetland within the site.
- Barrier-free public access shall be maintained to all buildings on the site and along all sidewalks and plazas.

(K) Architectural Design:

General:

- Principal exterior materials of sides of all buildings shall be brick, masonry, terra cotta and pre-cast concrete with accent materials including rough face concrete block, stucco, wood, and metal panels. Roof areas visible from ground level shall be surfaced with standing seam metal or asphalt shingles (as shown on Exhibit A).
- Transformers, meters, roof mounted equipment, loading, and service areas shall be screened using materials consistent with buildings' principal and accent materials. The roof surfaces of the one-story components of Building A shall include a decorative pattern of materials.

Façades:

- All building façades shall be detailed to provide architectural relief, accent materials, fenestration, upper story balconies and varied rooflines (as shown on Exhibit A).
- Ground level façades of each of Buildings A, B, C, D, and E, up to a minimum height of 10 feet, shall contain an average of 50 percent of clear glass per building, including entries, storefront display, or windows.
- Ground level facades of Building A may be open for flexible open space use. Ground level facades for Building A if used as interior parking shall include architectural columns, a minimum 3-foot height masonry screen wall, and louvers or grills to screen views to parking while permitting natural ventilation. General office, retail or restaurant uses on the ground level of Building A, up to a minimum height of 10 feet, shall contain an average of 50 percent of glass.

Entrances:

Public entrances to buildings shall be provided in no fewer locations than the following:

- Building A: If the ground floor is general office, retail or restaurant use, at least two each facing west, north and south. If the ground floor is flexible space or interior parking, none required.
- Building B: at least two each facing west, north and south

- Building C: at least two each facing west, north and south
- Building D: at least one each facing east or north

(L) Phasing

The PUD shall be constructed in two phases. Phase 1 is complete. Phase 2 includes Building A.

(M) Affordable Housing

A minimum of 15 percent of the total residential dwelling units in the PUD zoning district shall be affordable to lower income households, as defined in Chapter 55 of Ann Arbor City Code, and shall be made available for lease or sale to eligible households under such negotiated terms reasonably acceptable to the City and the petitioner, in a separately approved affordability agreement or similar document. (Reference PUD Development Agreement dated February 4, 2008, and PUD Development Agreement First Amendment dated October 29, 2010).

Ann Arbor City Council may approve payment of an affordable housing contribution in lieu of providing the required residential dwelling units affordable to lower income households on-site. Payment shall be made for 15 percent of the total number of residential dwelling units constructed on-site to the City of Ann Arbor Affordable Housing Trust Fund, based on Chapter 55, Section 5:80, of Ann Arbor City Code and the formula approved annually by City Council.

(N) Wetland Management

The petitioner shall conduct an annual inspection of the created wetland each year for five years after constructing the created wetland and take necessary steps to ensure the long-term health and condition of the created wetland. The petitioner shall provide the Public Services Area with copies of each annual inspection with a description of how problems were addressed.

Attachment: Exhibit A – Site Plan Drawings

Prepared by Jeffrey Kahan

Exhibit 6
to
Addendum Letter to ZBA Application

Amended PUD Development Agreement

③



OFFICIAL SEAL

04/16/08

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Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 8



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L-4677 P-652

PLYMOUTH GREEN CROSSINGS PUD DEVELOPMENT AGREEMENT
(Supercedes Agreement of January 23, 2006)

THIS AGREEMENT, made this 4th day of February, 2008, 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 Gateway Ann Arbor, LLC, a Michigan Limited Liability Company, with principal address at 157 East Hoover Street, Ann Arbor, Michigan, 48104, hereinafter called the PROPRIETOR; witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Plymouth Green Crossings PUD, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Plymouth Green Crossings PUD, and desires PUD Zoning with supplemental regulations and 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.

THE PROPRIETOR(S) HEREBY AGREE(S)

(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 public water and sanitary sewer mains, private storm water management systems, 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 departments as shall be reasonably required has been provided.

(P-2) 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. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(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

13

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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) Prior to the issuance of building permits, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities and public streets. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public Improvement to be conveyed by the easement.

(P-5) To provide, prior to the issuance of building permits, a signing plan to the Safety Services and Public Services Areas and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

(P-6) To install all water mains, storm sewers and other storm water management devices, including expanded detention adjacent to the wetland, sanitary sewers and driveways, 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-7) To be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to Plymouth Road and Green Road, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Plymouth Road and Green Road, when such improvements are determined by the CITY to be necessary. A provision shall be included in the master deed of the project stating that if the CITY undertakes to establish a special assessment district to improve Plymouth Road and/or Green Road, each unit shall be assessed its pro rata share of the cost of improvements allocable to the Property.

(P-8) 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-9) To cause to be maintained Public Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional 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-10) Existing, landmark, trees shown on the site plan as trees to be saved shall be maintained by the PROPRIETOR in good condition for a minimum of three years after acceptance of the public improvements by the CITY or granting of Certificate of Occupancy. Existing landmark trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public improvements or granting of Certificate of Occupancy shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-11) To prepare and submit to the CITY for approval by the Community Services Area, prior to issuance of any building permits, a conservation easement, as shown on the approved site plan. This easement and its stated limitations shall be included in the master deed restrictions for this site. Prohibited activities in this easement shall include:

1. Filling, dumping of any refuse, or stockpiling of soils or building materials.
2. Clearing, mowing, gardening, chemical weed control, or fertilization.
3. Outdoor storage.
4. Construction of play areas, decks, patios or outbuildings.



Permitted activities allowed in the easement include:

1. Tree maintenance and pruning.
2. Establishment of a hiking trail or path per the approved site plan.
3. General maintenance, pruning and removal of vegetation to keep hiking trails clear; to remove diseased trees or shrubs; to remove non-native or invasive native tree or shrub species; or to prune or remove any tree which may pose a danger to a structure, as determined by the CITY Public Services Area Administrator.
4. Removal of any regulated tree if it is determined by the CITY Community Services Administrator that the tree poses imminent danger to the public health, safety, or where there is reasonable likelihood of significant property damage.
5. Replacement planting as provided in Chapter 57 should it be determined to be necessary by the CITY Community Services Administrator.

(P-12) To prepare and submit to the CITY for approval by the Public Services Area, prior to the issuance of any building permits, a shared access agreement and shared parking agreement with the property north of the site for the Green Road access drive and the shared parking lot on the north side of the site as shown on the approved site plan.

(P-13) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the PROPRIETOR to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the PROPRIETOR one year after the date of acceptance by the CITY.

(P-14) To create an association composed of all owners of Plymouth Green Crossing, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for Plymouth Green Crossing. The Association shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, exterior lighting, seating structures, driveways, on-site storm water management system, and all other common elements.

(P-15) To prepare and submit to the Planning and Development Services Unit one copy of the Master Deed prior to issuance of building permits.

(P-16) To construct, repair and/or adequately maintain the on-site storm water management system. If the PROPRIETOR fails to construct, repair and/or maintain the private storm water management systems, 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-17) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the PROPRIETOR or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the PROPRIETOR, or Association, 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 or Association if the PROPRIETOR or Association 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 Association for 60 days after notice via first class mail, the

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Lawrence Kastenbaum, Washtenaw03:24 P
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L- 4677 P- 652

CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the PROPRIETOR in the master deed.

(P-18) 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-19) Prior to building permits being issued, to restrict by covenants and restrictions recorded with the Washtenaw County Register of Deeds, the use of lawn care fertilizer to that which contains a low- or no-phosphorous analysis, in order to minimize the impact on Millers Creek, in keeping with the goals of reducing phosphorous pollution in Millers Creek.

(P-20) After the issuance of the first Certificate of Occupancy, to submit an annual report regarding implementation of the Wetland Monitoring Plan recommendations to the CITY Public Services Administrator.

(P-21) Prior to the issuance of the final Certificate of Occupancy, to construct a five-foot wide sidewalk to Plymouth Road on the east side of the Plymouth Road access drive, and to construct an adjoining concrete pad to the specifications of AATA to accommodate a future AATA shelter.

(P-22) Prior to the issuance of any permit, to obtain site plan approval for the property north of the Plymouth Green site to reflect the changes made to that site including, but not limited to the relocated Green Road access drive and, the adjusted lot line.

(P-23) To determine the feasibility of obtaining soils from the property north of the site for land balancing of the Plymouth Green site that would also provide a detention facility for the property north of the site approximately the size of the bankfull storage for stormwater for that site.

(P-24) 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-25) 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.

(P-26) Prior to application for and issuance of certificates of occupancy, to disconnect 17 footing drains from the same sanitary sewer sub basin as the project. PROPRIETOR, however, may not be required to complete all 17 footing drain disconnects prior to making application and issuance of certificates of occupancy on the following basis: PROPRIETOR may receive certificates of occupancy such that the sanitary flow generated by the total space proposed for occupancy is offset by the quantity of footing drain disconnects completed. CITY agrees to provide PROPRIETOR with a "certificate of completion" upon PROPRIETOR'S submittal of "Approved and Final Closed Out Permits" to the City of Ann Arbor Public Services Area.

(P-27) To pay the CITY an affordable housing contribution to be deposited in the City of Ann Arbor Affordable Housing Trust Fund in the following manner: 1) \$315,000 for the first 35 residential units; 2) for the 36th residential unit and any additional residential units an additional contribution to be calculated at the rate of 15 percent of any additional residential units provided multiplied by \$60,000 in accordance with Section 5:80 of Ann Arbor City Code; and 3) partial payment of \$15,000 shall be made prior to PROPRIETOR requesting or being issued a Certificate of Occupancy for each residential and nonresidential unit on the property, but the entire amount shall be due prior to PROPRIETOR requesting



ACS-5844266-AG-2008-8
Lawrence Kastenbaum, Washtenaw

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L- 4677 P- 652

or being issued the final Certificate of Occupancy or 540 days after the issuance of the first Certificate of Occupancy, whichever comes first.

(P-28) 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-29) 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-30) 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-31) 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 Plymouth Green Crossings PUD Site Plan.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To indemnify and hold the PROPRIETOR harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the PROPRIETOR based upon or resulting from any acts or omissions of the CITY, its employees, agents, subcontractors, invitees or licensees in the maintenance or repair of any of the City's Improvements required under this Agreement and the approved site plan.

(C-4) 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:

Commencing at the center of Section 14, Town 2 S, Range 6 E, City of Ann Arbor, Washtenaw County, Michigan; thence S 00°05'25" W 667.92 feet along the N and S 1/4 line of said Section 14; thence N 89°54'35" W 40.00 feet to a point on the Westerly right-of-way line of Green Road; thence along the said right-of-way line in the following courses: Southerly 46.90 feet along the arc of a 490.00 foot radius circular curve to the left through a central angle of 05°29'00" having a chord which bears S 02°39'05" E 46.88 feet, S 05°23'35" E 353.86 feet, Southerly 271.22 feet along the arc of a 630.00 foot radius circular curve to the right through a central angle of 24°40'00" having a chord which bears S 06°56'25" W 269.13 feet and S 19°16'25" W 71.37 feet for a POINT OF BEGINNING; thence continuing S 19°16'25" W 115.58 feet; thence Southerly 328.12 feet along the arc of a 490.00 foot radius circular curve to the left through a central angle of 38°20'02" having a chord which bears S 00°05'24" W 322.02 feet; thence S 19°05'35" E 40.00 feet; thence S 70°54'25" W 621.71 feet along the centerline of Plymouth Road to a point of the East line of Plymouth Professional Park, a subdivision of part of the W 1/2 of Section 14, Town 2 S, Range 6 E, City of Ann Arbor, Washtenaw County, Michigan, as recorded in Liber 23 of Plats, Pages 30 through 32 inclusive, Washtenaw County Records; thence N 00°05'25" E 879.37 feet along the east line of said subdivision; thence N 90°00'00" E 104.51 feet; thence N 70°52'36" E 66.95 feet; thence S 43°18'07" E 128.36 feet; thence S 16°10'32" E 53.27 feet; thence Southeasterly 174.32 feet along the arc of a 100.00 foot radius circular curve to the right, through a central angle of 99°52'47" having a chord which bears S 56°31'20" E 153.07 feet; thence S 90°00'00" E 213.38 feet to the POINT OF BEGINNING, being a part of the E 1/2 of the SW 1/4 of Section 14, Town 2 S, Range 6 E, City of Ann Arbor, Washtenaw County, Michigan. Containing 8.90 acres of land, more or less. Subject to easements and restrictions of record, if any.

(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) This Agreement supercedes the Development Agreement of January 23, 2006, between the City of Ann Arbor and Gateway Ann Arbor, LLC, recorded on June 8, 2006 in Liber 4562, Page 812, Washtenaw County Records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

Witnesses:

Anissa R. Bowden
ANISSA R. BOWDEN

Anissa R. Bowden
ANISSA R. BOWDEN

CITY OF ANN ARBOR, MICHIGAN
100 North Fifth Avenue
Ann Arbor, Michigan 48107

By: John Hieftje
John Hieftje, Mayor

By: Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Roger W. Fraser
Roger W. Fraser, City Administrator

Approved as to Form:

Stephen K. Postema
Stephen K. Postema, City Attorney

Gateway Ann Arbor, LLC
a Michigan limited liability company
157 East Hoover Street
Ann Arbor, Michigan 48104

Laurie Foondle
LAURIE FOONDE

By: David Kwan
David Kwan, Managing Member



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Lawrence Keetenbaum, Washtenaw

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04/16/08

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STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this 26th day of March, 2008, 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.

Amanda Allen

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

AMANDA ALLEN
Notary Public, State of Michigan
County of Jackson
My Commission Expires Jan. 02, 2015
Acting in the County of Washtenaw

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this 27 day of February, 2008, before me personally appeared David Kwan, 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.

sg.
Managing Member,
Gateway Ann Arbor
LLC

Jill S. St. John

NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: 9-16-2013
Acting in the County of Washtenaw

JILL S. ST. JOHN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Sep 16, 2013
ACTING IN COUNTY OF *Washtenaw*

DRAFTED BY AND AFTER RECORDING RETURN TO:
Mark Lloyd, Manager
Ann Arbor Planning & Development Services
Post Office Box 8647
✓ Ann Arbor, Michigan 48107
(734) 994-2800

SUBMITTED
FOR RECORDING

APR 16 2008

Washtenaw County, MI
Clerk Register's Office

L: 4848 P: 228 6014728 AG

05/20/2011 12:52 PM Total Pages: 5
Lawrence Kestenbaum, Washtenaw Co



26.0
⑤

FIRST AMENDMENT TO PLYMOUTH GREEN CROSSINGS PUD DEVELOPMENT AGREEMENT

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107 ("City") and Plymouth Green Crossings, LLC (formerly known as Gateway Ann Arbor, LLC), a Michigan limited liability company, having its offices at 157 East Hoover Street, Ann Arbor, Michigan 48104 ("Proprietor") agree to amend the Plymouth Green Crossings PUD Development Agreement executed by the parties, dated January 23, 2006, superseded by the Development Agreement dated February 4, 2008, recorded in Liber 4677, Page 652, Washtenaw County Records, regarding the land now known as Plymouth Green Crossings Condominium, as described in the attached Exhibit A, as follows:

1. Paragraph (P-27) is amended to read as follows:

THE PROPRIETOR(S) HEREBY AGREE(S)

(P-27):

- a) To pay to the CITY an affordable housing contribution of \$315,000 (based on 35 total residential units) to be deposited in the City of Ann Arbor Affordable Housing Trust Fund in the following manner:
 - 1) Pay a minimum of \$15,000 to the CITY on or before June 15, 2010;
 - 2) Pay a minimum of an additional \$15,000 to the CITY on or before June 15, 2011;
 - 3) Pay the balance of the total affordable housing contribution owed to the CITY by December 31, 2012. (The City hereby acknowledges prior receipt of \$60,000, bringing the total affordable housing contribution currently owed to the CITY to \$255,000.)
- b) That any amount unpaid to the CITY by the date due may be assessed against each residential condominium unit (with the exception of units sold by the PROPRIETOR for which the City has received payment pursuant to section P-27) of a portion of the Property described below in a pro rata share consistent with the percentage of value of each residential unit provided in the master deed for the condominium. (If any of the residential units are not constructed at the time of assessment then the pro rata share of each residential unit shall be proportionally increased to account for 100% of the total amount due.)
- c) That the assessment shall be made and collected by the CITY in accordance with the City's ordinance regarding single lot assessment, currently codified in Chapter 13, Section 1:292 of Ann Arbor City Code, as if the amount due is an assessable expense under the ordinance.

Final 7.27.10

Time Submitted for Recording
Date 5/20 2011 Time 12:50pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

⑦

- d) That for the purpose of section P-27, the Property subject to assessment is the Lofts at Plymouth Green Crossings, a condominium, according to the Amended Master Deed thereof, as recorded in Liber 4659, Page 731, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 565, together with the rights in general and common elements and limited common elements, as set forth in the Amended Master Deed and as described in Act 59 of the Public Acts of 1978, as amended. (Lofts at Plymouth Green Condominium is Unit 2 of the Plymouth Green Crossings Condominium described in Exhibit A.)
- e) That if the Lofts at Plymouth Green Crossings Condominium is terminated, then the entire amount shall be assessable against Unit 2 of Plymouth Green Crossings Condominium. Proprietor also agrees that if Plymouth Green Crossings Condominium and Lofts at Plymouth Green Crossings Condominium are terminated, then the entire amount shall be assessable against the land described in Exhibit A.
- f) To provide a copy of this Amendment to any potential purchaser of a residential condominium unit on the Property at least five days prior to the date of sale. PROPRIETOR further agrees to pay to the CITY at the time of sale and from the proceeds of sale the pro rata share of the affordable housing contribution for any residential condominium unit sold.
- g) And acknowledges that failure to meet any of the terms of section P-27 shall be a violation of the underlying PUD zoning and may be enforced by the City of Ann Arbor as such a violation.
- h) PROPRIETOR warrants and represents that it is duly organized, validly existing, and in good standing under the laws of the State of Michigan, and that it has all the requisite power and authority to bind the PROPRIETOR, as well as any condominium developer and condominium association identified under the condominium master deeds or bylaws of Plymouth Green Crossings Condominium or Lofts at Plymouth Green Crossings Condominium. PROPRIETOR further warrants and represents that it will execute any and all documents and take any and all such further actions that may be required to establish or implement this Amendment.

2. Paragraph (C-5) is amended to read as follows:

THE CITY HEREBY AGREES:

- i) That if the City approves phasing of the Plymouth Green Crossings PUD development, to reduce the affordable housing contribution to the amount required for the constructed phases of the development in the Plymouth Green Crossings PUD Zoning District, as approved by City Council on January 23, 2006. (If the City approves phasing of the Plymouth Green Crossings PUD, the PROPRIETOR agrees to make partial payment of the total affordable housing contribution for any future phase in a prorated amount for each residential unit prior to PROPRIETOR requesting or being issued a Certificate of Occupancy for each residential unit in the phase.)

3. Exhibit A is incorporated herein by reference.

All terms, conditions, and provisions of the original agreement between the parties executed February 4, 2008, 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.

Dated this OCTOBER 23TH, 2010.

Witnesses

Rachel Greenshields
RACHEL GREENSHIELDS

Elizabeth Severn
ELIZABETH SEVERN

For City of Ann Arbor

By John Hieftje
John Hieftje, Mayor

By Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to Substance

Roger W. Fraser
Roger W. Fraser, City Administrator

Approved as to Form:

Stephen K. Postema
Stephen K. Postema, City Attorney

Witness:

Amissa R. Bowden
Amissa R. Bowden

For Proprietor
Plymouth Green Crossings, LLC

By David Kwan
David Kwan, Managing Member

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this 8^{9TH} day of OCTOBER, 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.

Sara Higgins
NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: 2-19-2010
Acting in the County of Washtenaw

SARA HIGGINS
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Feb. 19, 2014
Acting in the County of WASHTENAW

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this 8th day of September, 2010, before me personally appeared David Kwan, Managing Member, Plymouth Green Crossings, 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.

Laure Hogan Foondle
NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: 11-29-13
Acting in the County of Washtenaw

LAURE HOGAN FOONDL
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Nov 29, 2013
ACTING IN COUNTY OF Washtenaw

DRAFTED BY AND AFTER RECORDING RETURN TO: CITY OF ANN ARBOR

Planning Div OFFICE Kevin S. McDonald (P-61761)
City of Ann Arbor, Office of the City Attorney
100 N. Fifth Avenue
PO Box 8647
Ann Arbor, MI 48107 ✓

Exhibit A**Land Description:**

Commencing at the center of Section 14, Town 2 S, Range 6 E, City of Ann Arbor, Washtenaw County, Michigan; thence S 00°05'25" W 667.92 feet along the N and S 1/4 line of said Section 14; thence N 89°54'35" W 40.00 feet to a point on the Westerly right-of-way line of Green Road; thence along the said right-of-way line in the following courses: Southerly 46.90 feet along the arc of a 490.00 foot radius circular curve to the left through a central angle of 05°29'00" having a chord which bears S 02°39'05" E 46.88 feet S 05°23'35" E 353.86 feet Southerly 271.22 feet along the arc of a 630.00 foot radius circular curve to the right through a central angle of 24°40'00" having a chord which bears S 06°56'25" W 269.13 feet and S 19°16'25" W 71.37 feet for a POINT OF BEGINNING; thence continuing S 19°16'25" W 115.58 feet; thence Southerly 328.12 feet along the arc of a 490.00 foot radius circular curve to the left through a central angle of 38°20'02" having a chord which bears S 00°05'24" W 322.02 feet; thence S 19°05'35" E 40.00 feet; thence S 70°54'25" W 621.71 feet along the centerline of Plymouth Road to a point of the East line of Plymouth Professional Park, a subdivision of part of the W 1/2 of Section 14, Town 2 S, Range 6 E, City of Ann Arbor, Washtenaw County, Michigan, as recorded in Liber 23 of Plats, Pages 30 through 32 inclusive, Washtenaw County Records; thence N 00°05'25" E 879.37 feet along the east line of said subdivision; thence N 90°00'00" E 104.51 feet; thence N 70°52'36" E 66.95 feet; thence S 43°18'07" E 128.36 feet; thence S 16°10'32" E 53.27 feet; thence Southeasterly 174.32 feet along the arc of a 100.00 foot radius circular curve to the right, through a central angle of 99°52'47" having a chord which bears S 56°31'20" E 153.07 feet; thence S 90°00'00" E 213.38 feet to the POINT OF BEGINNING being a part of the E 1/2 of the SW 1/4 of Section 14, Town 2 S, Range 6 E, City of Ann Arbor, Washtenaw County, Michigan. Containing 8.90 acres of land, more or less. Subject to easements and restrictions of record, if any.

Now known as:

Plymouth Green Crossings, a condominium, according to the Amended Master Deed thereof, as recorded in Liber 4657, Page 858, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 524, together with the rights in general and common elements and limited common elements, as set forth in the Amended Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Tax ID #: 09-09-14-305-013
 09-09-14-305-014
 09-09-14-305-015
 09-09-14-305-016



April 26, 2021

City of Ann Arbor
301 E Huron Street
Ann Arbor, MI 48107

Re: Zoning Board of Appeals Application
3389 Plymouth Road (TPN 09-09-14-305-013)

To Whom It May Concern:

Please be advised that the law firm of McShane & Bowie, P.L.C. is authorized to act on behalf of Fifth Third Bank, NA with respect to its appeal to the Zoning Board of Appeals and as to all zoning-related matters for the Fifth Third Bank, NA's property that is the subject of the appeal.

Very truly yours,

Fifth Third Bank, NA

A handwritten signature in black ink, appearing to read 'Lisa Corpus', written over the typed name.

Lisa Corpus, Vice President

666543