

FIRST AMENDMENT TO 1208 SOUTH UNIVERSITY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and LMP Galleria Property Owner, a Delaware limited liability company, with principal address at 3410 Belle Chase Way, Suite 600, Lansing, MI 48911, hereinafter called the DEVELOPER, amends the development agreement between the City and the DEVELOPER dated April 21, 2025 and recorded in Liber 5587, Page 648, Washtenaw County Records ("Development Agreement").

WHEREAS, on August 20, 2024 the Planning Commission approved the 1208 South University site plan, and on October 21, 2024 City Council approved the related Development Agreement;

WHEREAS, on July 1, 2025 the Planning Commission approved an updated 1208 South University site plan to allow the expansion of the 1208 S University development to include the parcel at 610 South Forest and a portion of the parcel at 616 South Forest (the "Project");

WHEREAS, the DEVELOPER requests amendment to the Development Agreement to update the legal description to include the additional parcels, update the voluntary park contribution amount, and provide for the reconstruction of the City-owned adjacent plaza in coordination with the CITY and Downtown Development Authority;

Therefore, the CITY and the DEVELOPER agree to the following:

Paragraph P-8 from the Development Agreement shall be replaced with the following:

(P-8) For the benefit of the residents of the DEVELOPER'S Project, to make a park contribution of \$161,875 to the CITY Parks and Recreation Services Unit prior to the request for or issuance of certificates of occupancy for Improvements to Douglas Park, Crary Park, Forsythe Park, Hanover Square Park, or Liberty Plaza, as well as Community-wide Parks like Burns Park, Gallup Park, West Park, Argo Nature Area, and Riverside Park.

Paragraph P-19 shall be added to the Development Agreement::

(P-19) Prior to the issuance of any building permits, for the benefit of the Property and in order to comply with the Ann Arbor Public Services Standards and Specifications, to enter into an agreement with the CITY and Downtown Development Authority detailing specific public improvements (the "Plaza Improvements") to be made in order to mitigate Project impacts. The agreement shall be approved for the CITY by the City Administrator. The Plaza Improvements shall be constructed according to civil construction plans submitted by the DEVELOPER and approved by the CITY in its discretion. The Plaza Improvements shall include the complete restoration and improvement of the portion of the City-owned parcel adjacent to the Project that includes the service drive and plaza area, from approximately the western edge of the City parking structure to S. Forest Avenue. Restoration and improvement features may include, but are not limited to: pavement, pavement patterns and markings, curbs or curbless designs, fencing, bollards, stormwater drainage inlets, signage, streetlights, benches, trees and plants, landscape planters, and bike parking. Prior to issuance of any certificate of occupancy, DEVELOPER shall construct the Plaza Improvements according to a design approved by the Downtown Development Authority and City in their discretion and consistent with all applicable laws and standards.

Paragraph (T-4) from the Development Agreement shall be replaced with the following:

(T-4) The obligations and conditions in this Agreement shall run with the Property and shall bind the parties, their heirs, successors, and assigns. The parties acknowledge that the Property is subject to changes in ownership, but that subsequent owners shall take their interest to all or a portion of the Property subject to this Agreement. The Property is described as follows:

City of Ann Arbor, Washtenaw County, Michigan

Commencing at the intersection of the South right-of-way line of S. University Avenue (66 feet wide) and the East right-of-way line of Church Street (66 feet wide); thence N88°38'28"E 66.32 feet along said South right-of-way line of S. University Avenue to the POINT OF BEGINNING;

thence N88°38'28"E 165.80 feet along said South right-of-way line of S. University Avenue;

thence S01°06'23"E 110.16 feet along the East line of the West 1/2 of Lot 70 of Block 1 of R.S. Smith's Second Addition to the City of Ann Arbor, as recorded in Liber 48 of Deeds, Page 40, Washtenaw County Records;

thence N88°41'04"E 99.42 feet;

thence S01°04'24"E 44.09 feet along the West line of S. Forest Ave. (66 feet wide);

thence S88°42'06"W 130.52 feet;

thence S01°07'03"E 44.06 feet

thence S88°43'10"W 101.36 feet along the South line of Fractional Lots 3 & 4 of said Block 1 of R.S. Smith's Second Addition to the City of Ann Arbor;

thence N01°09'03"W 98.04 feet along the West line of the East 1/2 of said
Fractional Lot 3 and the extension thereof;
thence S88°41'35"W 33.14 feet;
thence N01°09'43"W 100.04 feet along the West line of Lot 68 of said R.S.

Smith's Second Addition to the City of Ann Arbor to the POINT OF BEGINNING.
Being part of Lots 68, 69, 70, and 71 and Fractional Lots 3 and 4 of Block 1 of
R.S. Smith's Second Addition to the City of Ann Arbor, as recorded in Liber 48 of
Deeds, Page 40, Washtenaw County Records, and containing 0.748 acres of
land, more or less. Being subject to easements and restrictions of record, if any.

(1208-1214 S. University, PART OF 616 S. Forest, & 610 S. Forest)
Tax Parcel ID: 09-09-28-310-025, Tax Parcel ID: 09-09-28-310-026 &
Tax Parcel ID: 09-09-28-310-021

(Signatures on the following pages)

CITY

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN)
County of Washtenaw) ss

This instrument was acknowledged before me this _____ day of _____, 20____
by Christopher Taylor and Jacqueline Beaudry, Mayor and City Clerk respectively of the
City of Ann Arbor.

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

City Internal Approvals:

Milton Dohoney Jr., City Administrator

Atleen Kaur, City Attorney

DEVELOPER

By: _____
[Name, Title]

STATE OF MICHIGAN)
County of Washtenaw) ss

This instrument was acknowledged before me this ____ day of _____, 20__
by _____, _____

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

DRAFTED BY AND AFTER RECORDING RETURN TO:

Ann Arbor Planning & Development Services
ATTN: Brett Lenart
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265