

**FIRST AMENDMENT TO 841 BROADWAY DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 Lower Town Partners LLC, a Michigan limited liability company, with principal address at 1117 Griswold, Suite 1416, Detroit, MI 48226, hereinafter called the DEVELOPER, amends the development agreement between the City and the DEVELOPER dated \_\_\_\_\_ (“Development Agreement”).

WHEREAS, the DEVELOPER has received site plan approval for certain land in the City of Ann Arbor, commonly known as 841 Broadway;

WHEREAS, the DEVELOPER requests amendment to the Development Agreement to allow the construction of affordable housing units on-site;

WHEREAS, the DEVELOPER requests amendment to the Development Agreement to allow the construction of all required infrastructure improvements by the Developer;

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

Paragraph P-20 from the Development Agreement shall be replaced with the following:

(P-20) Prior to the issuance of any grading or building permits for the Site Plan, for the benefit of the Property and in order to comply with Ann Arbor City Code requirements for site access and traffic impacts of the Project on nearby roads, to enter into an agreement with the CITY detailing specific public improvements (“Traffic Mitigation Improvements”) to be made in order to mitigate access and traffic impacts of the development. The Traffic Mitigation Improvements as shown on the Site Plan, as further detailed in that certain final report of ROWE Professional Services Company dated as of July 7, 2020. and as shall be further specified in civil construction plans consistent therewith, and shall include: 1) The addition of a left-turn lane on Broadway Street for entry to the Project, including but not limited to, construction of an access lane, a drive opening Type M, retaining wall, and relocated pedestrian parapet wall; 2) A signalized site access intersection including, but not limited to, control signals and crosswalks; and 3) Access

for emergency vehicles from the south side of Broadway Street, including but not limited to, a drive opening Type L, widening of existing sidewalk, and segmented retaining wall. All Traffic Mitigation Improvements shall be constructed consistent with all applicable laws and standards, and shall include all work necessary to restore impacted intersections, streets, bridges, sidewalks, and other public infrastructure. The final design and civil construction drawings for the foregoing Traffic Mitigation Improvements 1 and 3 shall be completed by the DEVELOPER subject to review and approval by the CITY, and the Improvements shall be constructed by the DEVELOPER. The final design and civil construction drawings for Traffic Mitigation Improvement 2 shall be completed by the CITY and shall be constructed by the DEVELOPER in accordance with such plans. All design, review and construction costs for the Traffic Mitigation Improvements shall be paid for by the DEVELOPER, and payment to CITY shall be made prior to the request for and issuance of any first certificate of occupancy for the Project, although Traffic Mitigation Improvements may be accepted at a later time as determined by the City Public Services Area.

Paragraph P-28 from the Development Agreement shall be replaced with the following:

(P-28) Prior to the issuance of the first certificate of occupancy, to pay to the CITY an affordable housing contribution of \$2,057,350 to be deposited in the City of Ann Arbor Affordable Housing Fund in compliance with the applicable PUD Ordinance Standards of July 2019 and the approved Supplemental Regulations for this Property, unless prior to the issuance of such certificate of occupancy the CITY and DEVELOPER have agreed-upon a plan for DEVELOPER constructing at least 15% of total Project Units as Affordable Housing for Low Income Households as defined in the Code and in compliance with the PUD Zoning and Site Plan.

(Signatures on the following pages)

**CITY**

By: \_\_\_\_\_  
Christopher Taylor, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN     )  
  ) ss  
County of Washtenaw     )

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:

Approved as to Substance:

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Milton Dohoney Jr., City Administrator

Approved as to Form:

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Atleen Kaur, City Attorney

