

**Subject:** 1209 S University - Comments for Public Hearing  
**Attachments:** SCP-SF Objections to 19 Story Development.pdf

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**From:** Benjamin J. Henry  
**Sent:** Monday, March 3, 2025 3:22 PM  
**To:** Planning <Planning@a2gov.org>  
**Cc:** MillsA@realcrg.com  
**Subject:** 1209 S University - Comments for Public Hearing

To Whom It May Concern,

Please see the attached letter addressing the proposed development of 1209 S. University Avenue.

Sincerely,

Benjamin J. Henry  
Main: 734-365-6800 | Direct: 734-590-3039  
Email: bhenry@maglawpllc.com  
455 E. Eisenhower Parkway, Suite 300, Ann Arbor, MI 48108  
www.maglawpllc.com  
[Click here to subscribe to our email newsletter and legal alerts](#)



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455 E. EISENHOWER PARKWAY, SUITE 300  
ANN ARBOR, MI 48108  
734 356 6800  
maglawpllc.com

BENJAMIN J. HENRY  
ATTORNEY AND COUNSELOR AT LAW  
BHENRY@MAGLAWPLLC.COM  
248 671-0137

March 3, 2025

Via Email

Ann Arbor Planning Commission  
planning@a2gov.org

Re: 1209 South University Avenue – “Proposed Development”

Dear Planning Commission:

Please be advised that this firm represents SCP South Forest, LLC (“SCP-SF”). SCP-SF owns 1215 South University, Ann Arbor, MI, the parcel of land directly east of the Proposed Development. In 2019, SCP-SF negotiated an Easement Agreement with the neighboring properties that would be encompassed by the 19-story development proposed by CRG Acquisitions, LLC and Shapack Partners. A copy of the Easement Agreement is included with this letter. We write on behalf of SCP-SF and in objection to the Proposed Development as it not only violates the terms of the Easement Agreement but fails to meet the required criteria for Planning Commission approval.

As part of its application, the Proposed Development Site Plans are required to provide a cover sheet that includes community analysis. Section 5.29.8(A)(c)(ii) of Ann Arbor’s Unified Development Code requires an applicant to address the “Relationship of intended use to neighboring uses.” A revised Site Plan for the Proposed Development was submitted to the City on February 20, 2025, and provides the following with regard to this element:

#### RELATIONSHIP TO NEIGHBORING USES

The current Central Area Future Land Use Map within the City of Ann Arbor Master Plan Land Use Element identifies this parcel for use as Downtown Core. The proposed development as residential apartments with ground floor commercial use is consistent with the current zoning classification (D1: Downtown Core) and the future land use designation. The development will bring additional residential units into the downtown, with convenient access to nearby businesses, cultural opportunities, education, and parks.

What this section fails to identify is the multiple encroachments upon SCP-SF’s easements as provided in the Easement Agreement.

As part of the Easement Agreement, SCP-SF has a permanent access easement over portions of the Proposed Development. The Easement Agreement is referred to throughout the Proposed Development Site Plans and can be seen illustrated on pages 4 and 5 of the Site Plan.

The access easement is meant to provide pedestrian and vehicular access to the SCP-SF parcel and to allow sufficient clearance for repair vehicle access. See Section 1(c)(ii)(A) of the Easement Agreement. The access easement was negotiated to be a particular a size and is specifically defined in Exhibit F-1 of the Easement Agreement. SCP-SF has identified the following encroachments upon its access easement as illustrated in the current Site Plan for the Proposed Development:

- The northernmost boundary of the SCP-SF access easement is legally described as 41.63', The Proposed Development illustrates only 41.38' between the eastern property line and the bike room. See page 8 of the Site Plan. The two western columns illustrated on page 8 of the Site Plan are an additional encroachment upon the access easement.
- The eastern two columns illustrated on the Site Plan (see page 8), will completely block access to the SCP-SF parcel.
- A fifth column to the east of the "Proposed Sliding Gate" appears to encroach upon access easement. See Page 8 of the Site Plan.
- The southernmost boundary of the SCP-SF access easement, the entrance from S. University Avenue, is described as being 20.24 feet long in the Easement Agreement. The Proposed Development describes this boundary as 22' (see page 8 of the Site Plan) but then narrows access to 19.5' via the installation of bollards on the access easement. Although the entranceway bollards are indicated as being retractable, those within the easement are not.
- The easternmost boundary of the access easement, starting from S. University Ave. is described as being 68.00'. The Proposed Development describes this boundary as only 66.96'.
- The bollards behind the refuse staging area (see page 8 of the Site Plans) are not illustrated as being retractable. This would act as a complete barricade to vehicular access to the SCP-SF parcel.
- The Site Plans illustrate proposed concrete pavement on a portion of the access easement in the northeast corner of the Proposed Development but also illustrate proposed concrete walk on another portion. SCP-SF interprets this to mean that vehicles will not be allowed on the concrete walk portion of the access easement. The access easement provides both pedestrian and vehicular access over its described area, including that illustrated as being a concrete walk.
- There is a question of height clearance with regard to that portion of the access easement illustrated as concrete walk. The concrete pavement portion of the access easement is illustrated as having at least 25' of vertical clearance (see page SP1.01 of the Site Plan). That portion of the Proposed Development over the concrete walk portion of the access

easement illustrates development of a generator and emergency electrical room on the second level (see SP2.02 of the Site Plan).

- The Proposed Development illustrates a “Snow Storage Area” directly in the middle of the northernmost portion of the access easement (see page L1.100 of the Site Plan). This would be a complete obstruction to access to the SCP-SF parcel in the winter months.

In addition to the access easement, the Easement Agreement also provides for a permanent utility easement. See Section 1(c)(i)(A) of the Easement Agreement. As part of the SCP-SF utility easement, the parties have agreed to the specific placement of transformers and equipment:

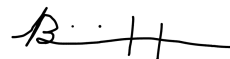
By way of reference, **Exhibit D-2** shall show the placement of transformers and equipment as agreed to by SUNE, SCP-SF and DTE upon the SCP-SF Utility Easement.

The Proposed Development illustrates a “Proposed Transformer” within the SCP-SF utility easement that differs completely from that agreed upon in the Easement Agreement. See page 10 of the Site Plans. SCP-SF has not been approached by the developer or DTE about changing the agreed upon placement of transformers and equipment in its utility easement.

The Easement Agreement is the result of months of negotiation between the named parties and is legally binding upon the area of the Proposed Development. The Easement Agreement is particular in its definitions and specific in its surveys. The Easement Agreement even provides the parties with the option of Facilitative Mediation in the event of a dispute. See section 10(c) of the Easement Agreement. SCP-SF has not been approached by the other parties or their successors about re-negotiating the terms of the Easement Agreement to accommodate the above identified encroachments. SCP-SF fully intends to protect its rights as defined by the Easement Agreement. Should the Planning Commission approve development that encroaches upon its easements, it will be inviting legal action to stop such development.

SCP-SF appreciates your consideration in this matter.

Very truly yours,  
MAKOWER ABBATE GUERRA  
WEGNER VOLLMER PLLC



Benjamin J. Henry

Cc: CRG Acquisition, LLC



**EASEMENT AGREEMENT**

This **EASEMENT AGREEMENT** ("Agreement") is made effective as of September 30, 2019 (the "Effective Date") by and between **SCP SOUTH FOREST, LLC**, a Delaware limited liability company ("SCP-SF"), c/o Suburban Campus Properties, 50 Salem Street, Building B, Suite 101, Lynnfield, MA 01940, **SOUTH UNIVERSITY-NORTH EAST, L.L.C.**, a Michigan limited liability company ("SUNE"), 30100 Telegraph Road, Suite 220, Bingham Farms, Michigan 48025, **GROVES SOUTH U, LLC**, a Michigan limited liability company ("Groves LLC" and "Ground Lessor A"), 125 S. Fifth Avenue, Ann Arbor, MI 48104, **BEATTY HAWKINS, LLC**, a Michigan limited liability company ("BH LLC" and "Ground Lessor B"), 1717 S. State Street, Ann Arbor, MI 48104 and **1213 SOUTH UNIVERSITY, LLC**, a Michigan limited liability company ("1213 LLC" and "Ground Lessor C"), 125 S. Fifth Avenue, Ann Arbor, MI 48104 (Groves LLC, BH LLC, and 1213 LLC are collectively referenced as "Ground Lessors"). The Ground Lessors join in this Agreement for the sole purpose of consenting to the easements and rights created by this Agreement insofar as they affect the parcels of real property owned by the Ground Lessors. SCP-SF and SUNE are sometimes each referred to herein as a "Party", or collectively, the "Parties". The Ground Lessors are not a "Party" or "Parties" as used as capitalized term in the Agreement.

**RECITALS**

- A. SCP-SF owns the real property commonly known as 1215 South University, Ann Arbor, MI and more particularly described on attached **Exhibit A** (the "SCP-SF Property"), comprising approximately 0.077 acres and generally depicted on **Exhibit A-1** (the "SCP-SF Site Plan").
- B. SUNE is, and controls as, ground lessee the real property commonly known as 1201-1207, 1209-1211 and 1213 South University, Ann Arbor, MI and more particularly described in attached **Exhibit B**, comprising a total of approximately 0.328 acres (the "SUNE Property") and generally depicted on **Exhibit B-1** (the "SUNE Site Plan").
- C. SUNE's control of the SUNE Property consists of the following:
  - (i) SUNE is the ground lessee under and pursuant to a long-term ground lease with Groves LLC (the "SUNE-Groves LLC Ground Lease") with respect to the real property commonly known as 1201-1207 South University and generally depicted on **Exhibit C-1** (the "Groves LLC Parcel"). A Memorandum of the SUNE-Groves LLC Ground Lease is recorded at Liber 5240, page 243, Washtenaw County Records.
  - (ii) SUNE is the ground lessee under and pursuant to a long-term ground lease with BH LLC (the "SUNE-BH LLC Ground Lease") with respect to the real property commonly known

as 1209-1211 South University and generally depicted on **Exhibit C-2** (the "BH LLC Parcel"). A Memorandum of the SUNE-BH Ground Lease is recorded at Liber 5240, page 305, Washtenaw County Records.

- (iii) SUNE is the ground lessee under and pursuant to a long-term ground lease with 1213 LLC (the "SUNE-1213 LLC Ground Lease") with respect to the real property commonly known as 1213 South University and generally depicted on **Exhibit C-3** (the "1213 LLC Parcel"). A Memorandum of the SUNE - 1213 LLC Ground Lease is recorded at Liber 5240, page 242, Washtenaw County Records.

The Groves LLC Parcel, BH LLC Parcel, and 1213 LLC Parcel together comprise the SUNE Property and may sometimes be collectively referenced as the "Leased Parcels."

- C. SCP-SF proposes to construct a mixed-use building on the SCP-SF Property (the "SCP-SF Project") and SUNE proposes to construct one or more mixed-use buildings in two phases on the SUNE Property (the "SUNE Project(s)"). It is currently believed that Phase I of the SUNE Project would be conducted on the BH LLC Parcel and the 1213 LLC Parcel with the Phase II conducted on the Groves LLC Parcel.
- D. SCP-SF and SUNE desire to create certain temporary and permanent easements, rights, and restrictions, and make certain other agreements, in furtherance of their respective projects as set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the promises, easements, rights, restrictions and encumbrances set forth below, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound, SCP-SF, SUNE, and the Ground Lessors where applicable, agree as follows:

1. **DEFINITIONS.**

(a) **Owner.** "Owner" refers to the record owner(s) of fee title to a property or parcel; provided, however, in the event a property or any portion of it is ground-leased for an initial term of at least ten (10) years to SUNE, then SUNE, as ground lessee, its successors and assigns, shall be deemed the "Owner" for purposes of this Agreement in lieu of the record fee title owner during the term of such ground lease so long as:

- (i) The ground lessee executes this Agreement or assumes the obligations of this Agreement by a separate recordable instrument; and,

(ii) The fee title owner consents to the easements, restrictions and other agreements set forth in this Agreement by executing this Agreement or a separate recordable instrument.

(b) **SUNE Grantors.** “SUNE Grantors” refers to SUNE, Groves LLC, BH LLC, and 1213 LLC, collectively.

(c) **Permanent Easements.** “Permanent Easements” refers to certain perpetual easements as follows:

(i) **Permanent Utility Easements.**

(A) **SCP-SF Utility Easement.** “SCP-SF Utility Easement” refers to a perpetual, non-exclusive right and easement in favor of DTE Energy, AT&T, Comcast, and all other existing and future electric, communications, media, data, and related utility providers (the “Utility Providers”) for the installation, maintenance and replacement of underground electric, communications, media, data, and related facilities servicing the SCP-SF Property (including by way of example and not limitation, underground conduits, cables, wires, and other appurtenant or associated underground equipment) along and across the SUNE Property within the area generally depicted on **Exhibit D** and legally described on **Exhibit D-1** (the “SCP-SF Utility Easement Area”); provided, it is understood and agreed that this easement is underground only and there shall be no above-surface facilities, equipment or improvements whatsoever unless otherwise agreed in writing by SUNE or by a separate easement with DTE. The SCP-SF Utility Easement is appurtenant to, benefits, and runs with, the SCP-SF Property; and, it burdens the SUNE Property. Grant of the SCP-SF Utility Easement is set forth in paragraph 2(a)(i)(A) below. By way of additional reference, **Exhibit D-2** shall show the placement of transformers and equipment as agreed to by SUNE, SCP-SF and DTE upon the SCP-SF Utility Easement Area.

(B) **SUNE Utility Easement.** “SUNE Utility Easement” refers to a perpetual, non-exclusive right and easement in favor of the Utility Providers for the installation, maintenance and replacement of underground electric, communications, media, data, and related facilities servicing the SUNE Property (including by way of example and not limitation, underground conduits, cables, and wires, and other appurtenant or associated underground equipment) along and across, the SCP-SF Property within the area generally depicted on **Exhibit E** and legally described on **Exhibit E-1** (the “SUNE Utility Easement Area”); provided, it is understood and agreed that this easement is underground only and there shall be no above-surface facilities, equipment or improvements whatsoever unless otherwise agreed in writing by SCP-SF or by a separate easement with DTE. The SUNE Utility Easement is appurtenant to, benefits, and runs with, the SUNE Property; and, it burdens the SCP-SF Property. Grant of the SUNE Utility Easement is set forth in paragraph 2(a)(i)(B) below. By way of additional

reference, **Exhibit E-2** shall show the placement of transformers and equipment as agreed to by SUNE, SCP-SF and DTE upon the SUNE Utility Easement Area.

(ii) **Permanent Access Easements.**

(A) **SCP-SF Access Easement.** “SCP-SF Access Easement” refers to a perpetual, non-exclusive right and easement in favor of SCP-SF for pedestrian and vehicular ingress and egress to and from South University Avenue along and across the SUNE Property within the area generally depicted on **Exhibit F** and legally described on **Exhibit F-1** (the “SCP-SF Access Easement Area”) to allow sufficient clearance for repair vehicle (no larger than a conventional van) access. The SCP-SF Access Easement is limited to the purpose of repair, maintenance, improvement and replacement of the SCP-SF Property and its improvements and it does not permit overnight parking; it is to be exercised only in the event that the activity cannot be reasonably accomplished without use of the easement and it cannot be utilized for periods of time longer than reasonably necessary to complete the maintenance item; it is appurtenant to, benefits, and runs with, the SCP-SF Property; and, it burdens the SUNE Property. Grant of the SCP-SF Access Easement is set forth in paragraph 2(a)(ii)(A) below. The SCP-SF Access Easement may become temporarily unavailable when the SUNE Project(s) commence due to construction activities on the SUNE Property (it being assumed that the SCP-SF Project will commence and be completed prior to the SUNE Project(s)).

(B) **SUNE Access Easement.** “SUNE Access Easement” refers to a perpetual, non-exclusive right and easement in favor of SUNE for pedestrian, non-vehicular ingress and egress to and from South University Avenue along and across the SCP-SF Property within the area generally depicted on **Exhibit G** and legally described on **Exhibit G-1** (the “SUNE Access Easement Area”). The SUNE Access Easement is for the purpose of repair, maintenance, improvement and replacement of the SUNE Property and its improvements; it is to be exercised only in the event that the activity cannot be reasonably accomplished without use of the easement; it is appurtenant to, benefits, and runs with, the SUNE Property; and, it burdens the SCP-SF Property. Grant of the SUNE Access Easement is set forth in paragraph 2(a)(ii)(B) below. The SUNE Access Easement may become temporarily unavailable when the SCP-SF Project commences due to construction activities on the SCP-SF Property (it being assumed that the SCP-SF Project will commence and be completed prior to the SUNE Project(s)).

(iii) **Permanent Airspace Easements.**

(A) **SCP-SF Airspace Easement.** “SCP-SF Airspace Easement” refers to a perpetual, non-exclusive easement in favor of SCP-SF within the airspace lying above the SUNE Property and above any structure or



improvement which exists, or which may exist in the future, on the SUNE Property, for the purpose of repair, maintenance, improvement and replacement of the SCP-SF Property and its improvements. The SCP-SF Airspace Easement Area is generally depicted on **Exhibit H** and legally described on **Exhibit H-1** (the “SCP-SF Airspace Easement Area”). The SCP-SF Airspace Easement is for the purpose of maintenance, repair, improvement and replacement of the SCP-SF Property and its improvements; it is to be exercised only in the event that the activity cannot be reasonably accomplished without use of the easement; it is appurtenant to, benefits, and runs with, the SCP-SF Property; and, it burdens the SUNE Property. This Airspace Easement does not in any way limit SUNE’s ability to build upwards or otherwise improve the SUNE Property. Grant of the SCP-SF Airspace Easement is set forth in paragraph 2(a)(iii)(A) below.

(B) **SUNE Airspace Easement.** “SUNE Airspace Easement” refers to a perpetual, non-exclusive easement in favor of SUNE within the airspace lying above the SCP-SF Property and above any structure or improvement which exists, or which may exist in the future, on the SCP-SF Property, for the purpose of maintenance, repair, improvement and replacement of the SUNE Property and improvements. The SUNE Airspace Easement Area generally depicted on **Exhibit I** and legally described on **Exhibit I-1** (the “SUNE Airspace Easement Area”). The SUNE Airspace Easement is for the purpose of maintenance, repair, improvement and replacement of the SUNE Property and its improvements; it is to be exercised only in the event that the activity cannot be reasonably accomplished without use of the easement; it is appurtenant to, benefits, and runs with, the SUNE Property; and, it burdens the SCP-SF Property. Grant of the SUNE Airspace Easement is set forth in paragraph 2(a)(iii)(B) below.

(d) **Temporary Easements.** “Temporary Easements” refers to certain temporary easements as follows:

(i) **Temporary Construction Easements.**

(A) **SCP-SF Temporary Construction Easement.** “SCP-SF Temporary Construction Easement” refers to a temporary, non-exclusive easement in favor of SCP-SF for vehicular and pedestrian access, and for construction equipment use, on, along and across the SUNE Property as generally depicted on **Exhibit J** and legally described on **Exhibit J-1** (the “SCP-SF Temporary Construction Easement Area”). This easement grants to SCP-SF reasonable vehicular, equipment, and pedestrian access, ingress and egress, and for reasonable, short-term construction equipment and machinery use, on, along, and across the SCP-SF Temporary Construction Easement Area for the purpose of constructing and completing the SCP-SF Project. SCP-SF’s use shall, however, be limited to those portions of the SCP-SF Temporary Construction Easement Area which are unimproved and is to be exercised only in the event that access or

equipment use cannot be reasonably accomplished without use of the easement. If both the SUNE Property and the SCP-SF Property are under construction at the same time, the Owner's usage for construction purposes shall have priority over the Party with a Temporary Construction Easement. The easement shall terminate upon completion of the SCP-SF Project which shall be deemed to occur upon the earlier of the issuance of a (i) Temporary or (ii) Permanent Certificate of Occupancy for the SCP-SF Project. Grant of the SCP-SF Temporary Construction Easement is set forth below in paragraph 2(c)(i)(A).

(B) **SUNE Temporary Construction Easement.** "SUNE Temporary Construction Easement" refers to a temporary, non-exclusive easement in favor of SUNE for vehicular and pedestrian access, and for construction equipment use, on, along and across the SCP-SF Property as generally depicted on **Exhibit K** and legally described on **Exhibit K-1** (the "SUNE Temporary Construction Easement Area"). This easement grants to SUNE reasonable vehicular, equipment, and pedestrian access, ingress and egress, and for reasonable, short-term construction equipment and machinery use, on, along, and across the SUNE Temporary Construction Easement Area for the purpose of constructing and completing the SUNE Project. SUNE's use shall, however, be limited to those portions of the SUNE Temporary Construction Easement Area which are unimproved and is to be exercised only in the event that access or equipment use cannot be reasonably accomplished without use of the easement. If both the SUNE Property and the SCP-SF Property are under construction at the same time, the Owner's usage for construction purposes shall have priority over the Party with a Temporary Construction Easement. The easement shall terminate upon completion of construction of both Phase I and Phase II of the SUNE Project as described in Section 1(d)(i)(A). Grant of the SUNE Temporary Construction Easement is set forth below in paragraph 2(c)(i)(B).

(ii) **Temporary Crane Swing Easements.**

(A) **SCP-SF Temporary Crane-Swing Easement.** "SCP-SF Temporary Crane-Swing Easement" refers to a temporary easement in favor of SCP-SF permitting unloaded construction cranes located on the SCP-SF Property to encroach into the airspace above the SUNE Property and improvements on the SUNE Property as generally depicted on **Exhibit L** and legally described on **Exhibit L-1** (the "SCP-SF Temporary Crane Swing Easement Area"). This easement is for the purpose of facilitating construction of the SCP-SF Project; is to be exercised only in the event that the activity cannot be reasonably accomplished without use of the easement; and, it terminates upon completion of construction of both Phase I and Phase II of the SCP-SF Project as described in Section 1(d)(i)(A). Grant of the SCP-SF Temporary Crane-Swing Easement is set forth in paragraph 2(c)(ii)(A) below.

(B) **SUNE Temporary Crane-Swing Easement.** “SUNE Temporary Crane-Swing Easement” refers to a temporary easement in favor of SUNE permitting unloaded construction cranes located on the SUNE Property to encroach into the airspace above the SCP-SF Property and improvements on the SCP-SF Property as generally depicted on **Exhibit M** and legally described on **Exhibit M-1**. This easement is for the purpose of facilitating construction of the SUNE Project; is to be exercised only in the event that the activity cannot be reasonably accomplished without use of the easement; and, it terminates upon completion of construction of both the Phase I and the Phase II of the SUNE Project(s) as described in Section I(d)(i)(A). Grant of the SUNE Temporary Crane Swing Easement is set forth in paragraph 2(c)(ii)(B) below.

(e) **Laws.** “Laws” refers to all laws, ordinances, requirements, orders, codes, directives, rules and regulations of all federal, state, county and municipal governments, agencies and authorities, whether in force at the effective date of this Agreement or in the future, including by way of example and not limitation, all laws regarding: (i) building codes; (ii) safety of persons and property; (iii) use, handling, storage, transportation, or disposal of hazardous substances and materials; (iv) spills, releases or discharges of hazardous substances; and, (v) contamination of land or water.

2. **Grant of Easements.** The parties grant easements and rights to each other as follows:

(a) **Grants of Permanent Easements.**

(i) **Grants of Permanent Utility Easements.**

(A) **SCP-SF Utility Easement.** SUNE as the Owner of the SUNE Property, hereby grants to SCP-SF, its respective agents, employees, contractors and those acting pursuant to their direction and control, and the Utility Providers, a perpetual, non-exclusive easement as defined in Section I(c)(i)(A).

(B) **SUNE Utility Easement.** SCP-SF as the Owner of the SCP-SF Property, hereby grants to SUNE its respective agents, employees, contractors and those acting pursuant to their direction and control, and the Utility Providers, a perpetual, non-exclusive easement as defined in Section 1(c)(i)(B).

(ii) **Grants of Permanent Access Easements.**

(A) **SCP-SF Access Easement.** SUNE as the Owner of the SUNE Property, hereby grants to SCP-SF, its respective agents, employees, contractors and those acting pursuant to their direction and control, a perpetual, non-exclusive easement as defined in Section 1(c)(ii)(A).

(B) **SUNE Access Easement.** SCP-SF as the Owner of the SCP-SF Property, hereby grants to SUNE its respective agents, employees, contractors and

those acting pursuant to their direction and control, a perpetual, non-exclusive easement as defined in Section 1(c)(ii)(B).

(iii) **Grants of Permanent Airspace Easements.**

(A) **SCP-SF Airspace Easement.** SUNE as the Owner of the SUNE Property, hereby grants to SCP-SF, its respective agents, employees, contractors and those acting pursuant to their direction and control, a perpetual, non-exclusive easement as defined in Section 1(c)(iii)(A).

(B) **SUNE Airspace Easement.** SCP-SF as the Owner of the SCP-SF Property, hereby grants to SUNE its respective agents, employees, contractors and those acting pursuant to their direction and control, a perpetual, non-exclusive easement as defined in Section 1(c)(iii)(B).

(iv) **Exercise of Permanent Easement Rights.**

In the exercise of the Permanent Easement rights granted to the parties pursuant to this paragraph, to the extent applicable to the particular use of a Permanent Easement, and in addition to all other terms and conditions of this Agreement:

A. No parking is permitted within the SCP-SF Utility Easement Area or the SCP-SF Access Easement or the SUNE Utility Easement Area or the SUNE Access Easement except for short-term parking necessary for utility construction, repair and maintenance while they are being undertaken by the Utility Provider; and, the Owner of the burdened Property shall cooperate with the Owner of the benefitted Property to move vehicles or other obstructions from the applicable Easement Area to allow access to and use of the Easement Area for the time reasonably necessary to do the construction, repair or maintenance.

B. No repairs or maintenance on any vehicles is permitted within any Easement Area.

C. All persons must observe all directional signage, arrows, and posted speed limits.

D. All persons shall use reasonable care to minimize inconvenience and annoyance to others occupying or visiting the SUNE Property and SCP-SF Property, as the case may be.

E. Except in the case of emergency, each Party must give at least 24 hours prior written notice to the designated manager or representative of the other Party, with simultaneous email to the persons listed in the Notice provision below or the successor notice parties as provided below.

F. Each Party shall be liable for any damage to the Easement Areas or any portion of the other Party's Property or improvements caused by the Party exercising its right to use the Easement Area, its contractors, employees, agents or others acting under the direction or control of that Party.

(b) **Grants of Temporary Easements.**

(i) **Grants of Temporary Construction Easements.**

(A) **SCP-SF Temporary Construction Easement.** SUNE as the Owner of the SUNE Property, hereby grants to SCP-SF, its respective agents, employees, contractors and those acting pursuant to their direction and control, a temporary, non-exclusive easement as defined in Section 1(d)(i)(A).

(B) **SUNE Temporary Construction Easement.** SCP-SF as the Owner of the SCP-SF Property, hereby grants to SUNE its respective agents, employees, contractors and those acting pursuant to their direction and control, a temporary, non-exclusive easement as defined in Section 1(d)(i)(B).

(ii) **Grants of Temporary Crane Swing Easements.**

(A) **SCP-SF Temporary Crane-Swing Easement.** SUNE as the Owner of the SUNE Property, hereby grants to SCP-SF, its respective agents, employees, contractors and those acting pursuant to their direction and control, a temporary, non-exclusive easement as defined in Section 1(d)(ii)(A).

(B) **SUNE Temporary Crane-Swing Easement.** SCP-SF as the Owner of the SCP-SF Property, hereby grants to SUNE its respective agents, employees, contractors and those acting pursuant to their direction and control, a temporary, non-exclusive easement as defined in Section 1(d)(ii)(B).

(iii) **Exercise and Termination of Temporary Easement Rights.**

In the exercise of the Temporary Easement rights granted to the parties pursuant to this paragraph, to the extent applicable to the particular use of a Temporary Easement, and in addition to all other terms and conditions of this Agreement:

A. No storage of materials, equipment or vehicles is permitted; provided, the parties may place construction equipment temporarily within the temporary construction easement areas.

B. Use of the easement areas must not unreasonably interfere with the use and quiet enjoyment by tenants and other occupants of the SCP-SF Property or SUNE Property, as the case may be, and all activities must be conducted in accordance with all Laws.

C. In no event shall any load carried by any crane be permitted to swing over the structures or improvements located on any portion of the other Party's Property; and, the unloaded boom of any crane shall at all times be no less than fifty (50) feet above the highest improvement or structure on any Property.

D. Use of the easement granted to each Party by such Party and its respective agents, employees, contractors and those acting pursuant to their direction and control shall be done in a safe and workmanlike manner and in accordance with the generally accepted standards and practices of the construction industry, in compliance with all Laws, and in such a manner as to reasonably avoid interruption of any activities conducted by the other Party within the Easement Area.

E. The Temporary Easements automatically terminate and expire:

(i) As to the SCP-SF Temporary Easements, upon the date on which the SCP-SF Project is completed as determined by the issuance of a [(a) Temporary or (b) Permanent] Certificate of Occupancy.

(ii) As to SUNE Temporary Easements (including all of 1201-1213 S. University) upon the date on which both Phases of the SUNE Projects are completed as determined by the issuance of all [(a) Temporary or (b) Permanent] Certificates of Occupancy for 1201-1213 S. University.

### 3. CONSTRUCTION ACTIVITIES; DAMAGE.

(a) **Construction Activities.** Construction activities performed in connection with the exercise of any easement rights under this Agreement shall be performed in a good and workmanlike manner, in compliance with all applicable Laws, and once commenced, the work will be diligently pursued to completion.

(b) **Notice of Maintenance.** Required or permitted maintenance of any Easement Area shall be performed by the Owner of the applicable Property only after providing the Owner of the applicable Property fifteen (15) days advance written notice; provided, however, that in the event of an emergency, only reasonable advance notice is required.

(c) **Minimizing Interference.** SCP-SF and SUNE agree to take commercially reasonable steps to minimize interference with the use, operation and enjoyment of the other Party's Property, as well as the impact of vibration and construction dust.

(d) **Liens.** Neither party shall permit any liens to attach to the other party's Property or any portion of such Property in connection with any work. Should any lien be made or filed in connection with a Party's work, that party shall bond against or discharge the lien within thirty

(30) days after receiving notice of it. If the Party fails to provide a bond against, or to discharge, the lien within the 30 day period, the other Party, in addition to any other right or remedy which it may have, may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien by deposit or bond. Any amount paid by the non-breaching Party and all costs and expenses incurred by it in connection discharge or bond of the lien, together with interest at the rate of ten percent (10%) per annum from the respective dates of such Party's payment of the lien, bond, cost and expense, shall be paid by the breaching Party to the non-breaching Party upon demand.

(e) **Hazardous Substances.** In the event of any placement, discharge, spillage or release of any hazardous or toxic substance or materials or any violation of any environmental Law by a Party on or about the other Party's Property (a "Release"), occurring after the Effective Date of this Agreement, that Party shall, at its sole cost and expense, promptly and diligently take any and all actions necessary to return the other Party's Property to the condition existing prior to the Release and to comply with environmental Laws. This paragraph applies to future releases only.

(f) **Repair of Damage.** Any Party (including that Party's contractors, employees, agents or other persons acting under the Party's direction or control) who disturbs or damages the other Party's Property, or any portion of it, in the exercise of any rights or obligations under this Agreement, shall in a prompt and workmanlike manner, repair and restore the damage or disturbance as nearly as practicable to the condition that existed prior to such damage or disturbance.

#### 4. **EASEMENTS MAINTENANCE AND REPAIR.**

(a) **Maintenance.** Upon completion of the SCP-SF Project and the SUNE Project, the Parties shall maintain and repair the Permanent Easement Areas as follows:

(i) Subject to the obligation of SUNE to repair any damage caused by it or its contractors, employees, agents, and others acting under its direction and control, SCP-SF shall be responsible, at its sole cost, for maintenance and repair of the SCP-SF Property.

(ii) Subject to the obligation of SCP-SF to repair and damage caused by it or its contractors, employees, agents, and others acting under its direction and control, SUNE shall be responsible, at its sole cost, for maintenance and repair of the SUNE Property.

(b) **Underground Utility Repairs.** Whenever normal maintenance or emergency repairs are required to the underground servicing systems (gas, water, electricity, communications, data, sewer, cable and phone or others) located in the SCP-SF Utility Easement Area or the SUNE Utility Easement Area that require breaking the surface to conduct maintenance, repairs, replacements, improvements, or additions, SCP and SUNE, or their respective Utility Provider, shall promptly notify the other of the need to do so. The method used to expose the utility service system shall be agreed upon by SCP and SUNE prior to

initiation except in the event of an emergency. The cost of the repair and replacement shall be borne by the Party whose underground system is the subject of the repair or replacement.

(c) **Damage.** If either SCP or SUNE, or any of their respective contractors, employees, agents or others acting under that Party's direction or control, damages or disturbs the surface of any of the Permanent Easement Areas (other than wear caused by normal ingress and egress), that Party shall be responsible, at its sole cost, to promptly restore the surface to as nearly as possible the condition in which it existed prior to being damaged or disturbed.

(d) **Unpaid Costs or Unrepaired Damage.** In the event that a Party does not pay its share of the repair or replacement costs, lien discharge or bond, or any other expense required by such Party to be paid or reimbursed to the other Party within thirty (30) days after written demand, the non-payment shall be considered an Event of Default, subjecting the defaulting Party to the remedies set forth below.

## 5. INDEMNIFICATION/INSURANCE.

(a) **Indemnification.** Each Party (as applicable, the "Indemnifying Party") shall indemnify, defend and save the other Party, its successors and assigns, any applicable Ground Lessor and their respective employees, officers, directors, members, agents, attorneys and representatives (collectively the "Indemnified Parties") harmless of, from and against any and all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses (including, without limitation, reasonable legal fees, paralegal fees, and expenses incurred in enforcing this indemnity) arising from or in connection with injury to persons or property resulting from (i) any act or omission of the Indemnifying Party (including its employees, contractors, agents, and others acting under its direction or control) in the exercise of any rights or obligations under this Agreement, (ii) the entry by the Indemnifying Party, its employees, contractors, agents, and others acting under its direction or control, onto the Indemnified Party's Property, and (iii) any breach by the Indemnifying Party of any covenant or agreement made by the Indemnifying Party pursuant to this Agreement. The Indemnifying Party shall, at its own cost and expense, defend [with counsel selected by the Indemnified Party(ies)] any and all suits or actions, just or unjust, which may be brought against the Indemnified Party(ies) or in which the Indemnified Party(ies) may be impleaded with others upon any above-mentioned matter, claim, suit or action, except for those arising from the affirmative acts, omissions, bad faith or gross negligence of the Indemnified Party, its employees, contractors, agents, directors, officers, members, or others acting under its direction or control.

### (b) **Insurance.**

(i) Each Party, at its own expense, shall procure and maintain in full force and effect with financially responsible insurers authorized to transact business in the State of Michigan (i) worker's compensation insurance as required by any applicable law or regulation and (ii) a policy or policies of commercial general liability insurance against any liability or claim for personal liability, wrongful death, property damage or liability



for which it is responsible under this Agreement or under the Laws, with a commercially reasonable combined single limit of not less than \$3,000,000 per occurrence (such amount to be increased over time so as to maintain comparable coverage amounts as dollar values erode with inflation or if reasonably required under then-prevailing industry standards for mixed-use developments). The \$3,000,000 coverage limit will be reviewed on each third anniversary of the date of recording of this Agreement with the Register of Deeds and, if appropriate, adjusted to be in accord with the then “market standard amounts” for insurance coverages for similar type of properties in the City of Ann Arbor, Michigan.

(ii) Policies of insurance required under paragraph 5(b)(i) (except for worker’s compensation policies) shall name the other Party (and any Mortgagee of a Party and any applicable Ground Lessor) as additional named insureds. SCP-SF and SUNE shall each provide the other with certificates of such insurance from time to time upon written request to evidence that the required insurance is in full force and effect. The insurance policies shall provide an obligation requiring the insurer to provide thirty (30) days’ written notice to additional named insureds prior to cancellation or termination of the policy, and ten (10) days prior notice in the case of non-payment of premiums.

(iii) SCP-SF and SUNE, for themselves, their successors and assigns, and their respective members, officers and directors, release the other from and, to the extent legally possible for it to do so on behalf of its insurer, waive all liability for any loss or damage to its personal property and improvements located upon their respective Properties to the extent such loss or damage is covered by fire and extended coverage insurance, irrespective of any negligence on the part of the other party which may have contributed to or caused such loss.

## 6. REPRESENTATIONS AND WARRANTIES.

(a) SCP-SF represents and warrants to SUNE that, as of the Effective Date, SCP-SF is the fee title holder of the SCP-SF Property, and that SCP-SF has full right and authority to enter into this Agreement, to agree to the matters set forth in it, and to subject the SCP-SF Property to the easements granted to SUNE by it.

(b) SUNE represents and warrants to SCP-SF that, as of the Effective Date:

(i) It has exclusive control of the SUNE Property as Ground Lessee pursuant to the Ground Leases recited above;

(ii) Memorandums of Leases have been recorded as stated in the Recitals, that there are no amendments or modifications of the Leases, oral or written, and there are no other agreements with the Ground Lessors; and,

(iii) It has full right and authority to enter into this Agreement, to agree to the matters set forth in it, and to subject the SUNE Property to the easements granted to SCP-SF by it.

(c) Each Ground Lessor represents and warrants to SCP-SF that it is the fee title holder of its respective property as described in **Exhibits C-1, C-2 and C-3**; and, each Ground Lessor acknowledges and consents to the easements granted in this Agreement to the extent the easement is located on or otherwise affects the portion of the SUNE Property owned by such Ground Lessor. Each Ground Lessor agrees that its interest in the SUNE Property shall be subject to the easements and that all easements shall expressly survive the termination or expiration of the Ground Lease. In the event any Ground Lease is terminated, from and after the termination the applicable Ground Lessor shall be deemed to be the grantor of the easements, an Owner under this Agreement, and the successor to SUNE with respect to the applicable portion of the SUNE Property; provided, however, that no Ground Lessor shall have any liability hereunder unless and until it shall become an Owner (and in such case, only to the extent accruing from and after the date it becomes an Owner). Notwithstanding anything to the contrary contained in this Agreement, Ground Lessors shall have no right to exercise the easement rights granted to SUNE by this Agreement nor to enforce its provisions until deemed an Owner or as otherwise provided under the applicable Ground Lease.

7. **RESERVATION OF RIGHTS.** SCP-SF and SUNE each reserve all right, title and interest in and to its respective Property which may be used and enjoyed without interfering with the easements and rights conveyed and created by this Agreement.

8. **SUBORDINATION OF MORTGAGES, SECURITY INTERESTS AND LIENS.**

(a) No provision of this Agreement nor breach of it by any Party shall in any way defeat or render invalid the lien of any presently existing mortgage, security instrument, or other lien (collectively "Liens") entered into in good faith and for valuable consideration; provided, any such Lien shall be subordinate and subject to the provisions of this Agreement, excepting only liens arising as a consequence of this Agreement; provided further that, if any portion of the SCP-SF Property or SUNE Property is purchased in connection with a foreclosure of such Lien or is conveyed in lieu of foreclosure, any person or entity acquiring or purchasing the Property, and its successors and assigns, shall hold the Property subject to the provisions of this Agreement.

(b) It is a condition of this Agreement that SCP-SF and SUNE each obtain a written instrument in recordable form from the holder of any existing Lien on its respective Property (a "Lienholder") subordinating the Lien to the terms of this Agreement ("Subordination Agreement"). SCP-SF and SUNE shall: (i) provide the other Party with a current title search disclosing the existence of all Liens and Lienholders; (ii) record each Subordination Agreement with the Washtenaw County Register of Deeds; (iii) provide a copy of each Subordination Agreement, as recorded, to the other Party; and, (iv) warrant to the other Party that there are no other Liens or interests in that Party's Property.

(c) A Lienholder of any Owner in default of this Agreement is entitled to notice of the default in the same manner that other notices are required to be given under this Agreement; provided, however, that the Lienholder will have, prior to the time of the default, delivered written notice to the non-defaulting Owner of the Lienholder's mailing address. In the event that any notice is given of the default of an Owner and the defaulting Owner has failed to cure or commence to cure such default as provided in this Agreement, the non-defaulting Owner agrees to give the Lienholder (which has previously given the required notice of its mailing address to the Owner) under any Lien affecting the Property of the defaulting Owner an additional written notice in the same manner as provided for other notices, that the defaulting Owner has failed to cure the default and the Lienholder will have thirty (30) days after the additional notice to cure the default; or, if the default cannot be cured within thirty (30) days, the Lienholder must commence to cure the default within the 30-day period and will be entitled to a reasonable time thereafter in which to diligently pursue and effect cure. Giving of any notice of default or the failure to deliver a copy to any Lienholder will in no event create any liability on the part of the Owner declaring a default.

## 9. **BINDING EFFECT.**

(a) **Covenants Run With Land; Binding Effect.** This Agreement shall be perpetual in nature, shall run with the land and shall benefit and burden, as the case may be, the SUNE and SCP-SF Properties and be binding upon the Parties, the Owners, and their respective heirs, administrators, personal representatives, successors and assigns. This Agreement shall be recorded with the Washtenaw County Register of Deeds. A transferee of any Property or portion of it shall automatically be deemed, by acceptance of a deed, a leasehold interest satisfying the conditions set forth above, or any ownership interest in and to a Property, to have assumed all obligations set forth in this Agreement and to have agreed to comply with its provisions, in each case to the extent applicable to the portion of the Property transferred to such transferee. The transferor of the Property shall, upon the completion of the transfer, be relieved of all liability under this Agreement except for liabilities arising from acts and omissions during the transferor's period of ownership and which remain unsatisfied on the date of transfer. Notwithstanding anything to the contrary contained in this Agreement, neither SCP-SF nor SUNE (nor their respective successors) may assign, license, or otherwise transfer any rights established by this Agreement without first obtaining the other Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion; provided, however, that no prior consent shall be required: (i) in the event of an assignment in conjunction with a Party's sale of all of its Property (including the assignment of any Ground Lease interests) or the sale of all of the ownership interest of such Party, or (ii) in connection with an assignment to a Mortgagee or a purchaser in connection with a Mortgagee's foreclosure of the mortgage.

(b) **No Dedication To Public; No Implied Easements.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of a Party's Property to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement is for the exclusive benefit of SCP-SF and SUNE, their successors and permitted assigns; and that nothing in this Agreement, express or implied, shall confer upon any person other than SCP-SF and SUNE and their respective successors and permitted assigns, any

rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth shall be implied by this Agreement.

(c) **No Waiver.** No delay or omission in the exercise of any right accruing upon a default by a Party shall impair or waive any such right. A waiver on one occasion of a breach or a default of any of the terms and conditions of this Agreement shall not be construed to be a waiver of subsequent breaches, defaults or any other provisions.

## 10. **REMEDIES AND ENFORCEMENT.**

(a) **Default.** In the event of a breach by SCP-SF or SUNE (a “Defaulting Owner”) of any of the terms, covenants, restrictions or conditions of this Agreement, which failure continues more than thirty (30) days written notice from the other Party (the “Non-Defaulting Owner”) (unless, with respect to any breach the nature of which cannot reasonably be cured within the 30-day period, the Defaulting Owner fails to commence cure within the 30-day period or subsequently fails to diligently pursue cure to completion), the Non-Defaulting Owner shall be immediately entitled to full and adequate relief by injunction and all other available legal and equitable remedies, including, but not limited to, the right to perform the obligation(s) on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner upon demand for all reasonable costs incurred, together with interest at the Prime Rate charged from time to time by Bank of America (or its successors or assigns) as published in the Wall Street Journal plus three percent (3%) per annum (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency or material impairment of the easement rights granted by this Agreement, an Owner or its tenants may immediately cure the default, without notice, and be reimbursed by the Defaulting Owner upon demand for the reasonable costs incurred, together with interest at the Prime Rate.

(b) **Attorneys’ Fees.** In any legal or equitable proceeding to determine the rights of the Parties to enforce or restrain the breach of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the losing party all reasonable attorneys’ fees and legal costs (including paralegal and legal research fees) and expenses incurred by the prevailing party.

(c) **Facilitative Mediation.** The Parties agree that, prior to institution of legal proceedings or shortly thereafter, they will in good faith engage in non-binding, facilitative mediation in an attempt to amicably resolve the controversy. Mediation will proceed in accordance with Michigan Court Rule 2.411 and 2.412 and the Parties shall equally bear the cost of the mediator. In the event that the parties are unable to agree upon a mediator, the court or other tribunal hearing the action will select the mediator.

(d) **Remedies Cumulative.** The remedies specified in this Agreement shall be cumulative and in addition to all other remedies at law or in equity.

(e) **No Termination for Breach.** No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement.

#### 11. **Estoppel Certificate.**

SCP-SF and SUNE, within thirty (30) business days of written request from the other, shall execute, acknowledge and deliver an estoppel certificate, in a mutually acceptable form, certifying to the requesting party or any prospective purchaser, assignee, lessee or mortgagee designated by the requesting party, without charge, that: (a) this Agreement is in full force and effect, without modification (or if there have been modifications, identifying the modifications); (b) there are no existing defaults nor does any set of facts exist which with the passage of time or the giving of notice or both would constitute a default (or if so, specifying the nature and extent of the default); (c) there exist no disputes relative to amounts payable by or to the party or any unpaid expenses (or if so, setting forth the nature and amount of the dispute); and (d) such other information concerning the status of this Agreement or the performance by the Parties of their respective obligations under this Agreement as may be reasonably requested.

#### 12. **DURATION.**

Unless otherwise canceled or terminated as expressly provided by the terms of this Agreement, all of the easements and rights granted in this Agreement, and the obligations created by it, shall continue in perpetuity; provided, however, that if any term or provision would otherwise be unlawful, void or voidable for violation of the Rule against Perpetuities or any other provision of statutory or common law pertaining to the duration of easements and rights, then the term or provision shall be effective only until the date which is twenty-one (21) years after the death of the last surviving descendant, currently living, of the former Presidents of the United States alive on the date of this Agreement.

#### 13. **DOCUMENT MODIFICATION AND CANCELLATION.**

This Agreement (including exhibits) may be modified or canceled only by mutual agreement of SCP-SF and SUNE, or their successors or permitted assigns, as set forth in a written document and which shall be effective upon recording with the Washtenaw County Register of Deeds. The Parties agree to act in good faith to amend or modify this Agreement if the Easement Areas or circumstances change in a manner mandating such amendment or modification.

#### 14. **FORCE MAJEURE.**

A Party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay money, in the event that, and only for as long as, the performance of the obligation is prevented, delayed, retarded or hindered by Act of God, fire, earthquake, flood, explosion, extraordinary action of the elements, war, invasion, insurrection, terrorism, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, Laws, order of government or civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Party (the "Force Majeure Event"). The Party seeking relief under this paragraph shall provide notice to the other

Party within five (5) business days following the onset of the Force Majeure Event, specifying the cause which prevents the party's performance and estimating the period of expected delay.

**15. MISCELLANEOUS.**

(a) **Severability.** If any provision of this Agreement or the application of it to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected; and, the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

(b) **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan.

(c) **No Partnership or Joint Venture.** Nothing in this Agreement shall be construed to make SCP-SF and SUNE partners or joint venturers or render either SCP-SF or SUNE liable for the debts or obligations of the other.

(d) **Notices.** All notices, approvals, consents or requests given or made pursuant to this Agreement shall be made in writing and shall be deemed given (i) upon receipt if made by personal delivery or if sent United States certified mail, return receipt requested, with postage prepaid; or (ii) one (1) day after deposit with a recognized overnight carrier, charges prepaid. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph:

**If to SCP-SF:**

SCP South Forest, LLC  
c/o Suburban Campus Properties  
50 Salem Street, Building B, Suite 101  
Lynnfield, MA 01940

and simultaneous email to: [jim@scpinc.net](mailto:jim@scpinc.net)

with copy to:

Schlecte Law Firm, PC  
Attn: William M. Schlecte, Esq.  
761 W. Michigan Avenue  
Jackson, MI 49201

and simultaneous email to: [bill@schlectelaw.com](mailto:bill@schlectelaw.com)

**If to SUNE:**

South University-North East, L.L.C.  
Attn: Patricia M. Fix  
30100 Telegraph Road, Suite 220  
Bingham Farms, Michigan 48025

and simultaneous email to: [pfix@property-accounting.net](mailto:pfix@property-accounting.net)

with copy to:

Dawda, Mann, Mulcahy & Sadler, PLC  
Attn: Jeffrey D. Moss, Esq.  
39533 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304-5103

and simultaneous email to: [JMoss@dawdamann.com](mailto:JMoss@dawdamann.com)

and copy to:

Shapack Law Group, PC  
Attn: Richard A. Shapack, Esq.  
4190 Telegraph Road, Suite 3000  
Bloomfield Hills, MI 48302

and simultaneous email to: [shapack@rsmdevelopment.com](mailto:shapack@rsmdevelopment.com)

**If to Ground Lessor A:**

Groves South U, LLC  
Attn: Lyle Dahlberg  
125 S. Fifth Avenue  
Ann Arbor, Michigan 48104

and simultaneous email to: [ldahlberg@boaa.com](mailto:ldahlberg@boaa.com)

with copy to:

Marjorie Dixon, Esq.  
Conlin, McKenney & Philbrick, P.C.  
350 South Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131

and simultaneous email to: [dixon@cmplaw.com](mailto:dixon@cmplaw.com)

**If to Ground Lessor B:**

Beatty Hawkins, LLC  
Attn: Mr. Harry Hawkins  
1717 South State Street  
Ann Arbor, Michigan 48105

and simultaneous email to: [jim.chaconas@collins.com](mailto:jim.chaconas@collins.com)

with copy to:

James Chaconas  
Colliers International  
400 E. Washington Street  
Ann Arbor, Michigan 48104

and simultaneous email to: [jim.chaconas@collins.com](mailto:jim.chaconas@collins.com)

with copy to:

Stephen G. Palms, Esq.  
Miller, Canfield, Paddock & Stone  
Seventh Floor, 101 Main Street  
Ann Arbor, MI 48014-1400

and simultaneous email to: [palms@millercanfield.com](mailto:palms@millercanfield.com)

**If to Ground Lessor C:**

1213 South University, LLC  
Attn: Lyle Dahlberg  
125 S. Fifth Avenue  
Ann Arbor, Michigan 48104

and simultaneous email to: [ldahlberg@boaa.com](mailto:ldahlberg@boaa.com)

with copy to:

Marjorie M. Dixon, Esq.  
Conlin, McKenney & Philbrick, P.C.  
350 South Main Street, Suite 400  
Ann Arbor, Michigan 48104-2131



and simultaneous email to: [dixon@cmplaw.com](mailto:dixon@cmplaw.com)

(e) **Interpretation.** Wherever the singular number is used, it includes the plural, and the masculine gender shall include the feminine and neuter genders, and *vice versa*, as the context requires. The section headings are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

(f) **Entire Agreement.** This Agreement and the Exhibits attached to it set forth the entire agreement between the parties governing the Properties. There are no other statements, promises, representations or understandings, oral or written, by and between the Parties.

(g) **Counterpart Execution.** This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that all Parties are not signatories to the same counterpart. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) instrument.

(h) **Authority.** Each of the individuals executing this Agreement on behalf of a Party represents and warrants that he or she has been authorized to do so and has full power and authority to bind the Party for whom he/she is signing.

(i) **Prior Documents of Record.** SCP-SF, SUNE and the Ground Lessors agree that the easements granted pursuant to this Agreement supplement, but do not replace or supersede the following unless amended by all parties with interest in them:

- a. Access Easement recorded in Liber L5003, Page 299 and as previously recorded in:
  - i. Liber 167, Page 170
  - ii. Liber 200, Page 241,
  - iii. Liber 442, Page 445
- b. DTE ROW Easement as recorded in Liber 3864, Page 246
- c. The right of way with others recorded in Liber 336, Page 286

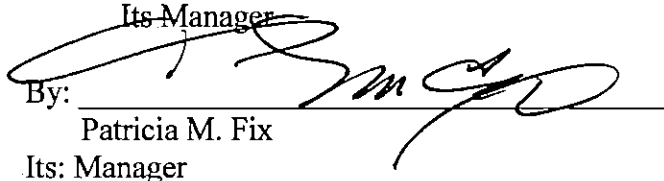
(j) **Consideration.** The grants of easements contained in this Agreement are made for the consideration of ten (\$10) Dollars. In the event any real estate transfer tax is imposed with respect to this Agreement, the Owners agree to equally share in the payment of the tax.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

**SOUTH UNIVERSITY-NORTH EAST, L.L.C.**

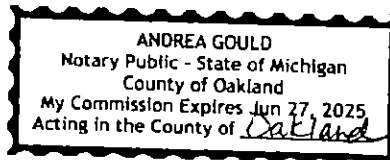
By: Bingham Realty Group, L.L.C.  
Its Manager

By:   
Patricia M. Fix  
Its: Manager

STATE OF MICHIGAN )  
  )SS.  
COUNTY OF OAKLAND )

The undersigned certifies that on September 26, 2019, Patricia M. Fix appeared before me, a notary public, and executed the foregoing instrument as Manager of Bingham Realty Group, L.L.C., Manager on behalf of South University-Northeast, L.L.C.

Andrea Gould  
\_\_\_\_\_, Notary Public  
State of Michigan, County of Oakland  
Acting in Oakland County, Michigan  
My commission expires: 6/27/25



SCP SOUTH FOREST, LLC

By James Baldini

James Baldini

Its: Managing Member

STATE OF MASSACHUSETTS )  
 )SS.  
COUNTY OF Essex )

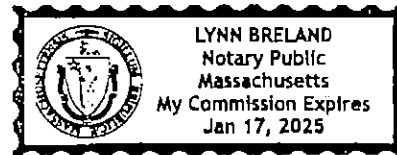
The undersigned certifies that on July 29, 2019, James Baldini appeared before me, a notary public, and executed the foregoing instrument as Managing Member on behalf of SCP South Forest, LLC.

Lynn Breland, Notary Public

State of Massachusetts, County of Essex

Acting in Massachusetts County, Essex

My commission expires: Jan. 17, 2025



**GROVES SOUTH U, LLC**  
**[Ground Lessor A]**

By: Bank of Ann Arbor  
Its: Managing Member

By: *LFDahlberg*  
Lyle F. Dahlberg  
Its: Authorized Representative


STATE OF MICHIGAN        )  
  )SS.  
COUNTY OF WASHTENAW )

The undersigned certifies that on 8-15, 2019, Lyle F. Dahlberg appeared before me, a notary public, and executed the foregoing instrument as Authorized Representative of Bank of Ann Arbor, Managing Member on behalf of Groves South U, LLC.

**Karen I. Nebel**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF WASHTENAW**  
My Commission Expires **March 25, 2022**  
Acting in the County of Washtenaw


*Karen I. Nebel*  
\_\_\_\_\_, Notary Public  
State of MI, County of washtenaw  
Acting in washtenaw, County, \_\_\_\_\_  
My commission expires: 3-25-22

BEATTY HAWKINS, LLC  
[Ground Lessor B]

By:   
Harry Hawkins  
Its: Manager Harry Hawkins JH

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF WASHTENAW )

The undersigned certifies that on July 15, 2019, <sup>Harry</sup> ~~Harry~~ Hawkins appeared before me, a notary public, and signed the foregoing instrument as Manager on behalf of Beatty Hawkins, LLC.

  
Shari L. Sixbery, Notary Public  
State of Michigan, County of Livingston  
Acting in Washtenaw County, Michigan  
My commission expires: 7/26/2024

**SHARI L. SIXBERY**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY OF LIVINGSTON**  
My Commission Expires July 26, 2024  
Acting in the County of Washtenaw

**1213 SOUTH UNIVERSITY, LLC  
[Ground Lessor C]**

By: Bank of Ann Arbor  
Its: Managing Member

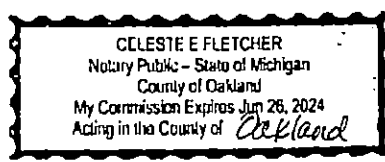
By: *Lyle F. Dahlberg*  
Lyle F. Dahlberg  
Its: Authorized Representative

STATE OF MICHIGAN        )  
  )SS.  
COUNTY OF WASHTENAW )

The undersigned certifies that on September 13, 2019, Lyle F. Dahlberg appeared before me, a notary public, and executed the foregoing instrument as Authorized Representative of Bank of Ann Arbor, Managing Member on behalf of 1213 South University, LLC.

*Celeste E. Fletcher*  
Notary Public  
State of Michigan County of Oakland  
Acting in Oakland, County, Michigan  
My commission expires: June 26, 2024

✓ Prepared by and when recorded return to:  
Jeffrey D. Moss, Esq. (P49738)  
Dawda, Mann, Mulcahy & Sadler, PLC  
35933 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304



1844370.4

# EXHIBIT A

1215 South University

Tax Item No. 09-09-28-313-005

(Legal Description from Absolute Title Inc. File No. 79845, dated March 07, 2016)

Land located in the City of Ann Arbor, Washtenaw County, Michigan:

Commencing at the southwest corner of Lot 31 in R.S. Smith's Addition, a recorded plat in the City of Ann Arbor, Washtenaw County, Michigan, and running thence Easterly along the North line of South University Avenue for 173.61 feet for a Point of Beginning; thence running Northerly parallel to the centerline of Church Street for 132.0 feet; thence running Easterly parallel to the centerline of South University Avenue for 25.5 feet; thence running Southerly parallel to the centerline of Church Street for 132.0 feet to the North line of South University Avenue; thence running Westerly along the North line of South University Avenue for 25.5 feet to the Point of Beginning, being a part of Lot 33 in R.S. Smith's Addition in the City of Ann Arbor, Washtenaw County, Michigan.

Being more particularly described as follows:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,

thence N 01°30'12" W 132.00 feet;


thence N 88°39'00" E 25.50 feet along the North line of said Lot 33;

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 25.50 feet along the South line of said Lot 33 and the North line of said South University Avenue to the POINT OF BEGINNING.

Being a part of said Lot 33 of "R.S. Smith's Addition to the City of Ann Arbor" and containing 3,365.98 square feet or 0.077 acres of land, more or less. Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-A.DWG

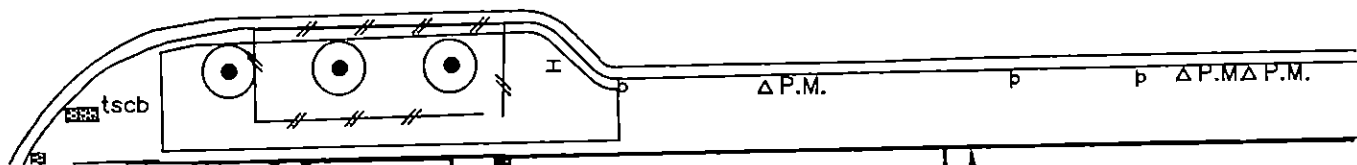
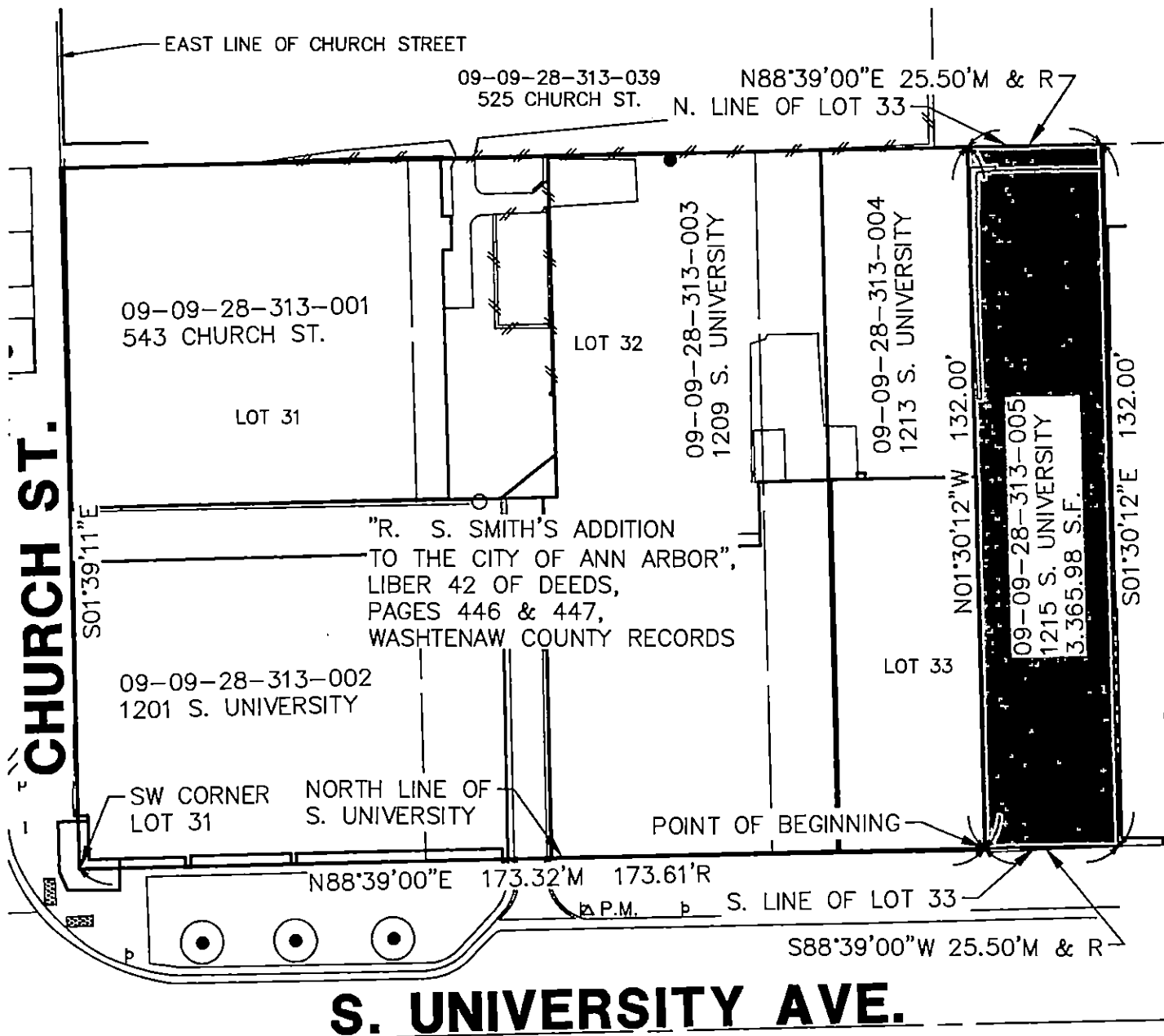
CLIENT: South University – North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p><b>M I D W E S T E R N</b> C O N S U L T I N G</p> <p>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</p> <p>Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		



# EXHIBIT A-1


## NOTE:

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOT 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-A.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19
JOB NO.: <b>15239</b>	SHEET 1 OF 2
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= 30 ft.
CITY OF ANN ARBOR,	BOOK: #454
WASHTENAW COUNTY, MICHIGAN	BY: KMW
 <b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services	



## EXHIBIT B

1201-1207 South University

Tax Item No. 09-09-28-313-002

(Legal Description from Absolute Title, Inc. File No. 79843, Dated March 7, 2016)

Land described as follows: City of Ann Arbor, County of Washtenaw, State of Michigan Commencing at a point formed by the intersection of the East line of Church Street with the North line of South University Avenue, it being the Southwest corner of Lot 31, R.S. Smith's Addition to the City of Ann Arbor, running thence North along the East line of Church Street, 68 feet to the Southwest corner of land owned by Mary P. Martin; thence East along the Martin's line 90 feet; thence South parallel with the East line of Church Street to the North line of South University Avenue, 68 feet; thence West along the North line of South University Avenue, 90 feet to the Place of Beginning. Subject to a right of way for the owner of the next adjoining lots with 8 feet wide on the East end of the above described premises, to pass or repass on foot or with teams, but with no rights to obstruct same.

Being subject to:

4). Right of way as disclosed by subject property's legal description and instrument recorded in Liber 422, Page 445, Washtenaw County Records.

5). Easement (right of way) in favor of The Detroit Edison Company, as recorded in Liber 3864, Page 248, Washtenaw County Records.

1209-1211 South University


Tax Item No. 09-09-28-313-003

(Legal Description from Absolute Title, Inc. File No. 79842, Dated March 7, 2016)

Land described as follows: City of Ann Arbor, County of Washtenaw, State of Michigan:

Beginning at a point in the South line of Lot 32 in R.S. Smith's Addition to the City of Ann Arbor, as recorded in Liber 42 of Deeds, Page 446, Washtenaw County Records, 90 feet East of the Southwest corner of Lot 31 and running thence East along the South line of Lots 32 and 33 in the Addition, 54.5 feet; thence North parallel to the West line of Lot 33, 132 feet to the North line of said Lot 33; thence West along the North line of Lots 32 and 33 to a point, 92 feet and 8 inches East of the Northwest corner of Lot 31; thence South parallel to the West line of Lot 31, 64 feet; thence West parallel with the South line of Lot 32, 2 feet and 8 inches; thence South 68 feet to the Place of Beginning. Also the joint use of a driveway in common over the East 8 feet of land conveyed by Biggs and wife to Thwaite's and wife by deed recorded in Liber 167 of Deeds, Page 170, Washtenaw County Records, adjoining on the West and adjacent to the South 68 feet of the land herein described, all being a part of Lots 32 and 33 in R.S. Smith's Addition to the City of Ann Arbor, Washtenaw County, Michigan.

15239\_EXHIBIT-B.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; background: repeating-linear-gradient(90deg, black, black 2px, white 2px, white 4px);"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p><b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

Also, together with a right of way in common with other owners of Lots 31 and 32 in R.S. Smith's Addition to the City of Ann Arbor, across the following piece or parcel of land for purposes of a driveway:

Commencing at a point 82 feet East of the West line of Lot 31, R.S. Smith's Addition to the City of Ann Arbor, as recorded in Liber 42 of Deeds, Page 446, Washtenaw County Records, and 64 feet South of the North line of Lot 32, in R.S. Smith's Addition and running from thence East parallel to the North line of Lot 32, 10 feet 8 inches; thence North parallel to the West line of Lot 32, 8 feet; thence Southwesterly to the Point of Beginning, being a part of Lot 32, R.S. Smith's Addition to the City of Ann Arbor, Washtenaw County, Michigan.

Being subject to:

4). Easement (right of way) in favor of The Detroit Edison Company, as recorded in Liber 3864, Page 246, Washtenaw County Records.

1213 South University  
 Tax Item No. 09-09-28-313-004  
 (Legal Description from Absolute Title, Inc. File No. 79844, Dated March 07, 2016)



Land located in the City of Ann Arbor, Washtenaw County, Michigan,  
 Commencing at the Southwest corner of Lot 31 in R. S. Smith's Addition, as recorded in Liber 42 of Deeds, Page 446, Washtenaw County Records, and running thence Easterly along the North line of South University Avenue for 145.61 feet for a Point of Beginning; thence running Northerly parallel to the centerline of Church Street for 132.0 feet; thence running Easterly parallel to the centerline of South University Avenue for 28.0 feet; thence running Southerly parallel to the centerline of Church Street for 132.0 feet to the North line of South University Avenue; thence running Westerly along the North line for 28.0 feet to the Point of Beginning, being a part of Lot 33 in R. S. Smith's Addition to the City of Ann Arbor, Washtenaw County, Michigan.

Parcels 1201 through 1213 together described as follows:

BEGINNING at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records,

thence N 01°39'11" W 68.00 feet along the West line of said Lot 31 and the East line of Church Street (66.00 feet wide);  
 thence N 88°39'00" E 93.24 feet;  
 thence N 01°39'11" W 64.00 feet;  
 thence N 88°39'00" E 80.44 feet (79.83 feet recorded) along the North line of Lot 32 and Lot 33 of said "R.S. Smith's Addition to the City of Ann Arbor";  
 thence S 01°30'12" E 132.00 feet;  
 thence S 88°39'00" W 173.32 feet (173.61 feet recorded) along the South line of said Lots 31, 32 and 33 and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING. Being a part of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and containing 16,934.48 square feet or 0.388 acres of land, more or less. Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-B.DWG

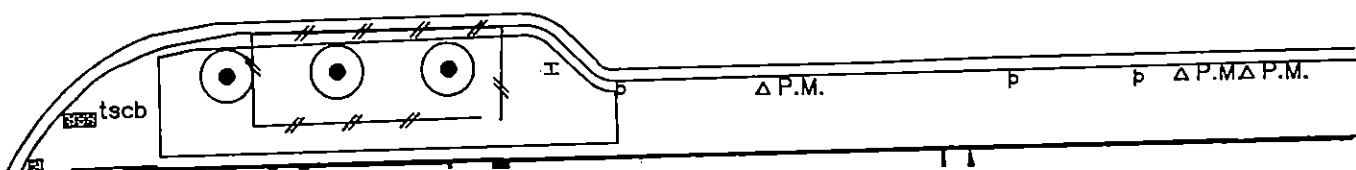
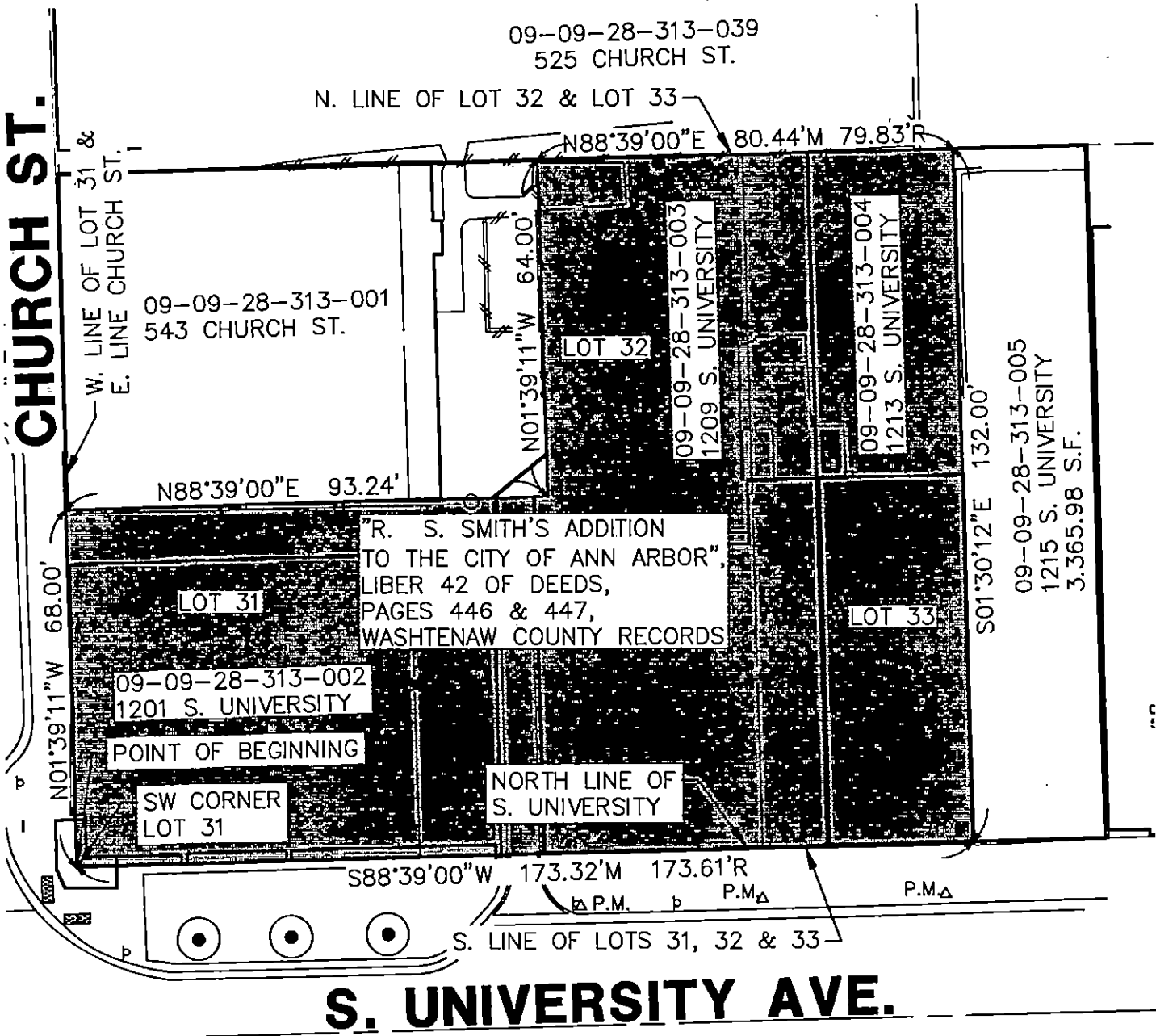
CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 3 OF 3	
SECTION: 28 TWN: 2S. RANGE: 6E.	SCALE: 1in. =  ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
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# EXHIBIT B-1


## NOTE:

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 31, 32 & 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-B.DWG

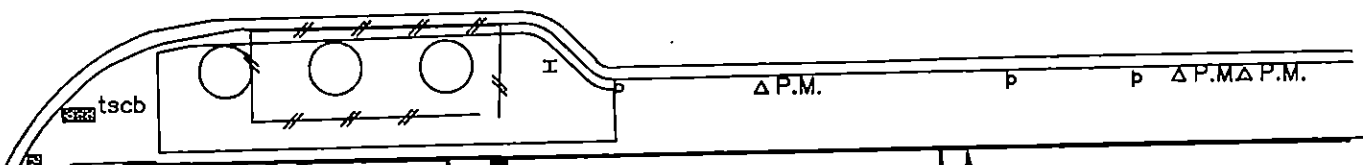
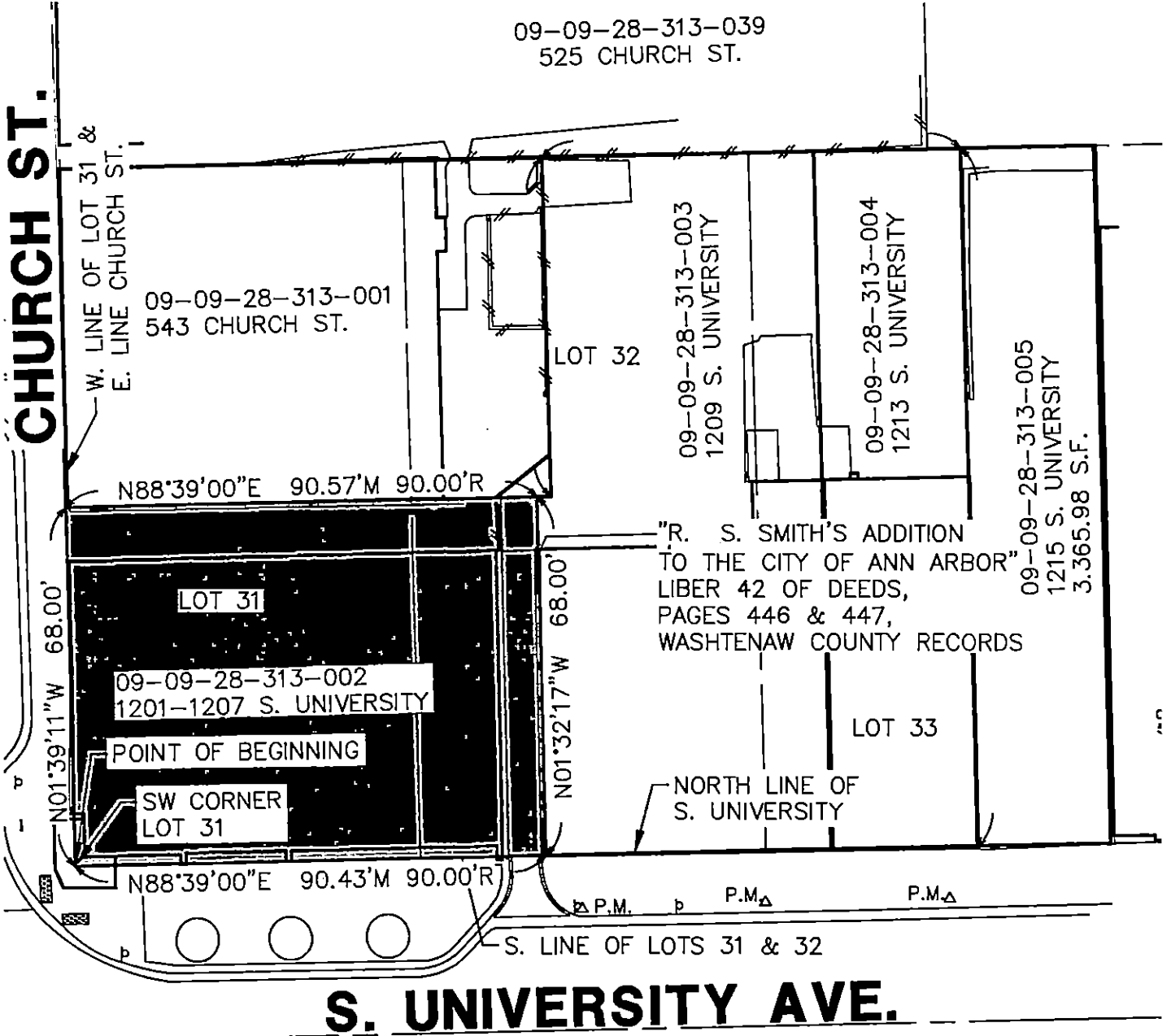
CLIENT: South University - North East, LLC	DATE: 02/11/19
JOB NO.: <b>15239</b>	SHEET 1 OF 3
SECTION: 28 TWN: 2S. RANGE: 6E.	SCALE: 1in. = 30 ft.
CITY OF ANN ARBOR,	BOOK: #454
WASHTENAW COUNTY, MICHIGAN	BY: KMW
 <p><b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>	



**EXHIBIT C-1**

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 31 & 32 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-C-1.DWG

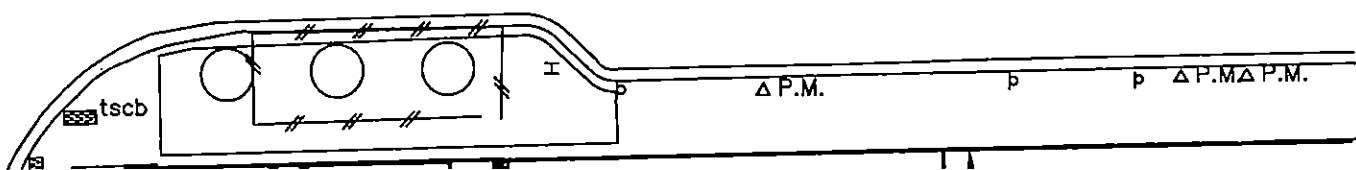
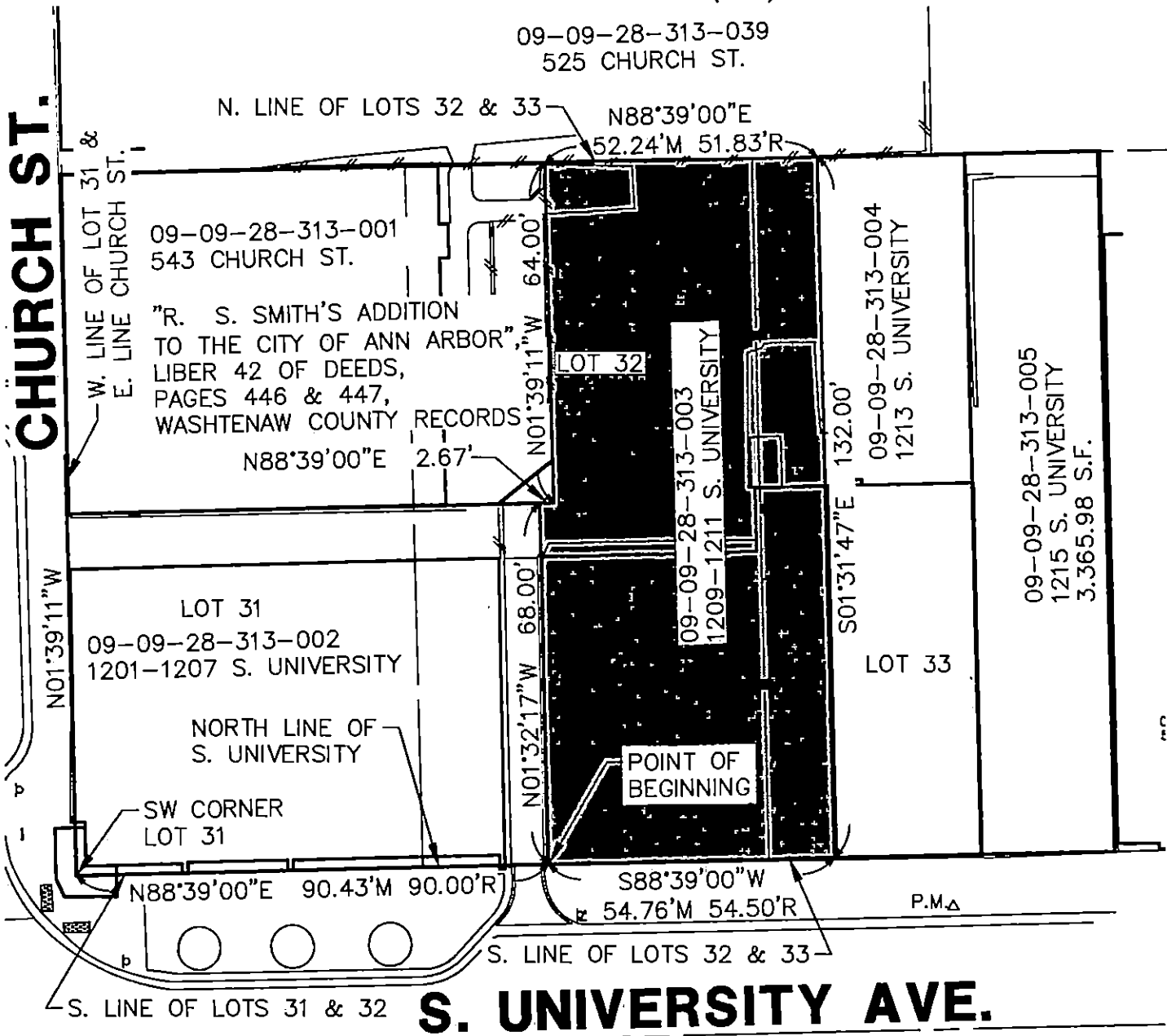
CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 1	
SECTION: 28 TWN: 2S. RANGE: 6E.	SCALE: 1in.= 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		



# EXHIBIT C-2

## NOTE:

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 32 & 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-C-2.DWG

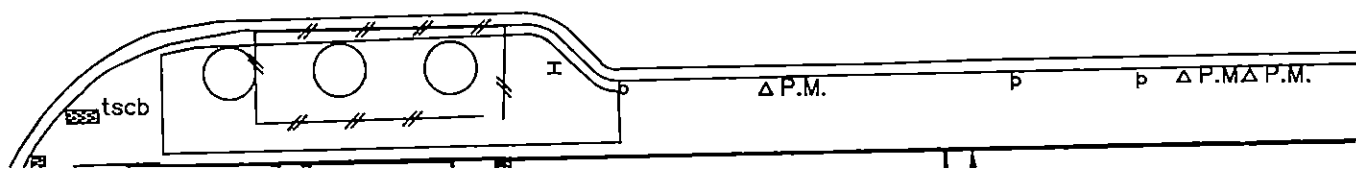
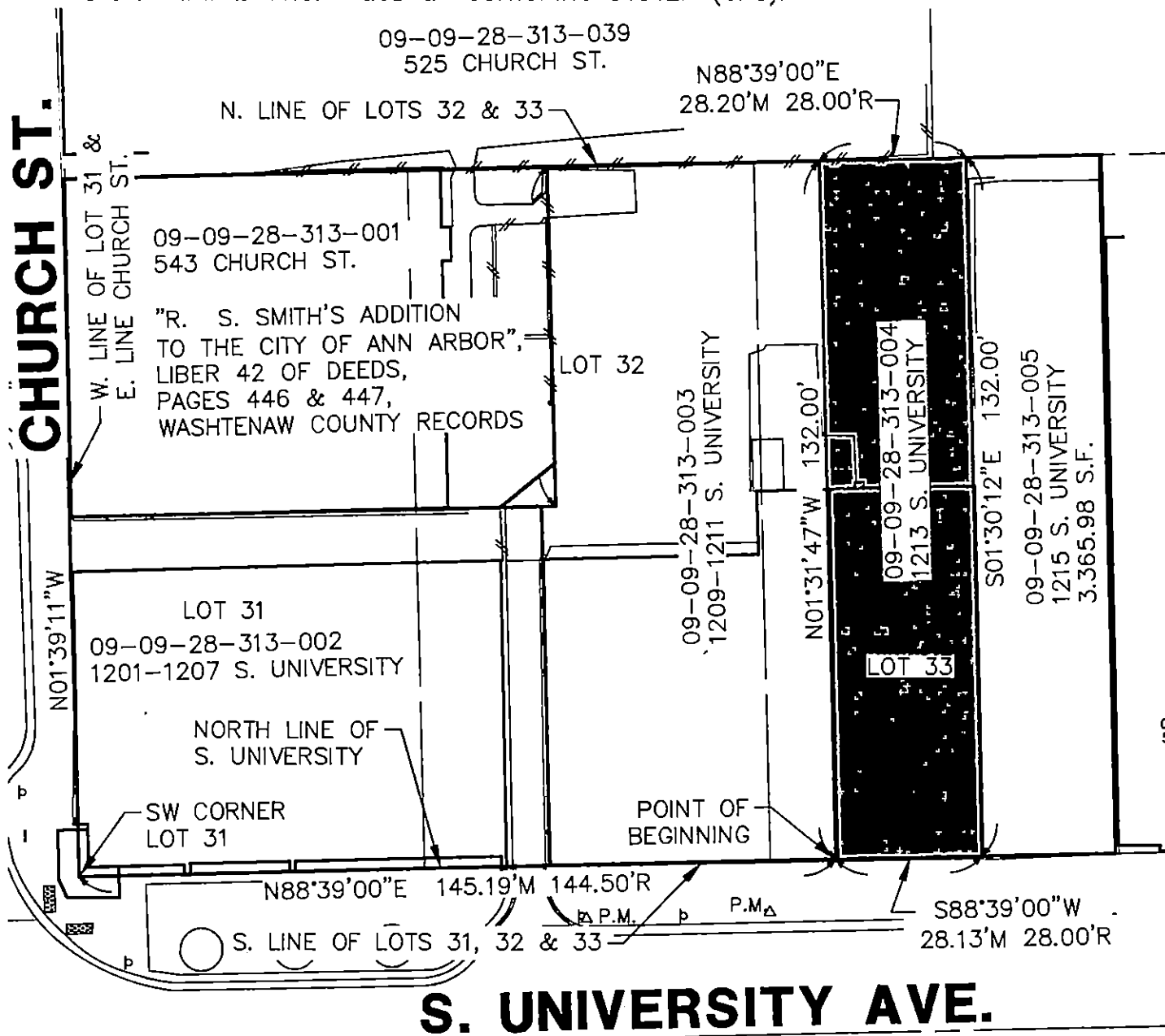
CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 1	
SECTION: 28 TWN: 2S. RANGE: 6E.	SCALE: 1in. = 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p align="center"><b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		



# EXHIBIT C-3


## NOTE:

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 32 & 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-C-3.DWG

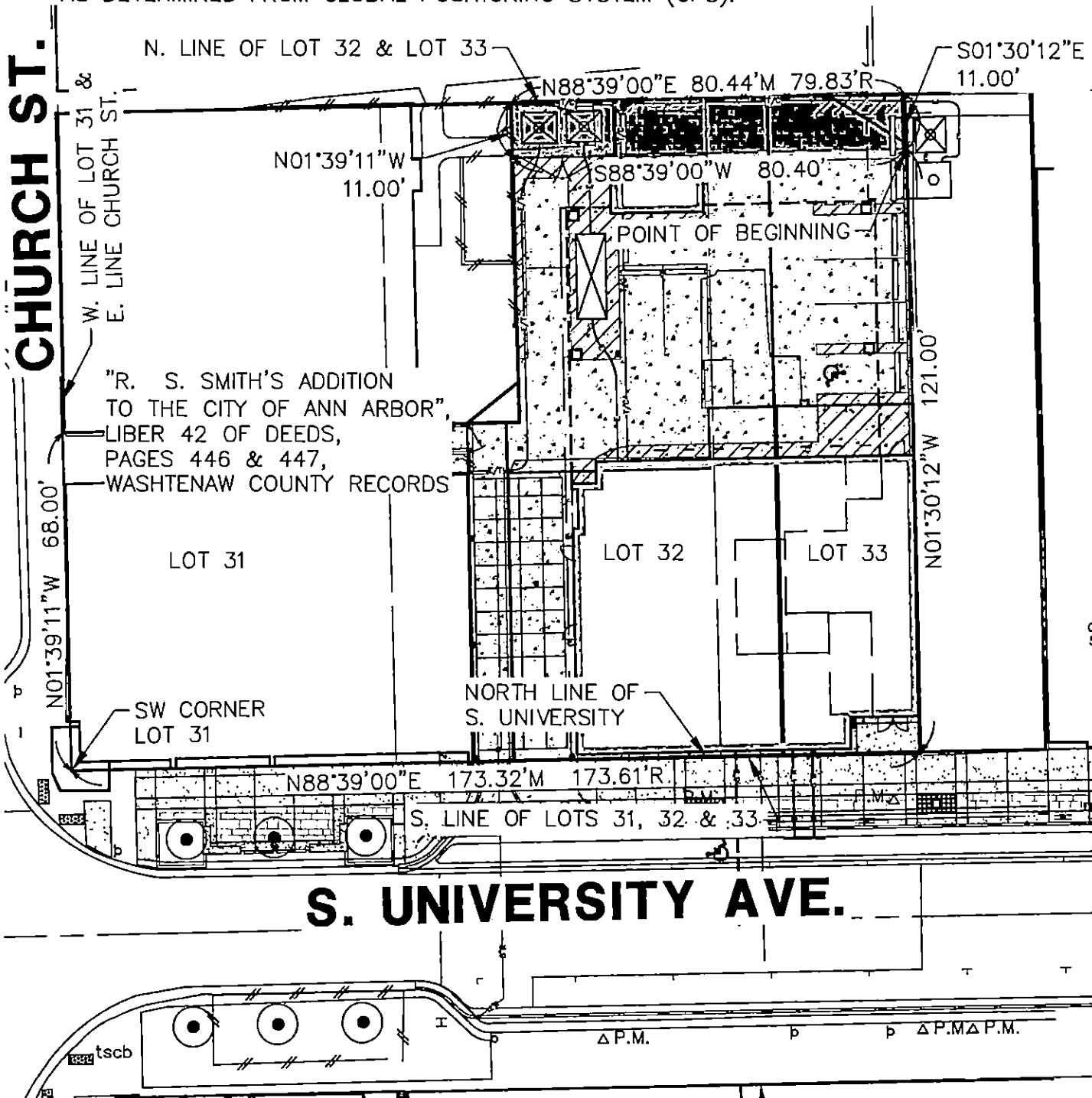
CLIENT: South University - North East, LLC	DATE: 02/11/19
JOB NO.: <b>15239</b>	SHEET 1 OF 1
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= 30 ft.
CITY OF ANN ARBOR,	BOOK: #454
WASHTENAW COUNTY, MICHIGAN	BY: KMW
 <p><b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>	

# SCP-SF UTILITY EASEMENT EXHIBIT D



**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF A UTILITY EASEMENT IN PART OF LOTS 32 & 33 OF  
"R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS  
RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447,  
WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-D.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> C O N S U L T I N G</p> <p>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

# SCP-SF UTILITY EASEMENT

## EXHIBIT D-1



LEGAL DESCRIPTION OF SCP-SF UTILITY EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide); thence N 01°30'12" W 121.00 feet to the POINT OF BEGINNING,

thence S 88°39'00" W 80.40 feet;  
 thence N 01°39'11" W 11.00 feet;  
 thence N 88°39'00" E 80.44 feet (79.83 feet recorded) along the North line of Lot 32 and Lot 33 of said "R.S. Smith's Addition to the City of Ann Arbor";

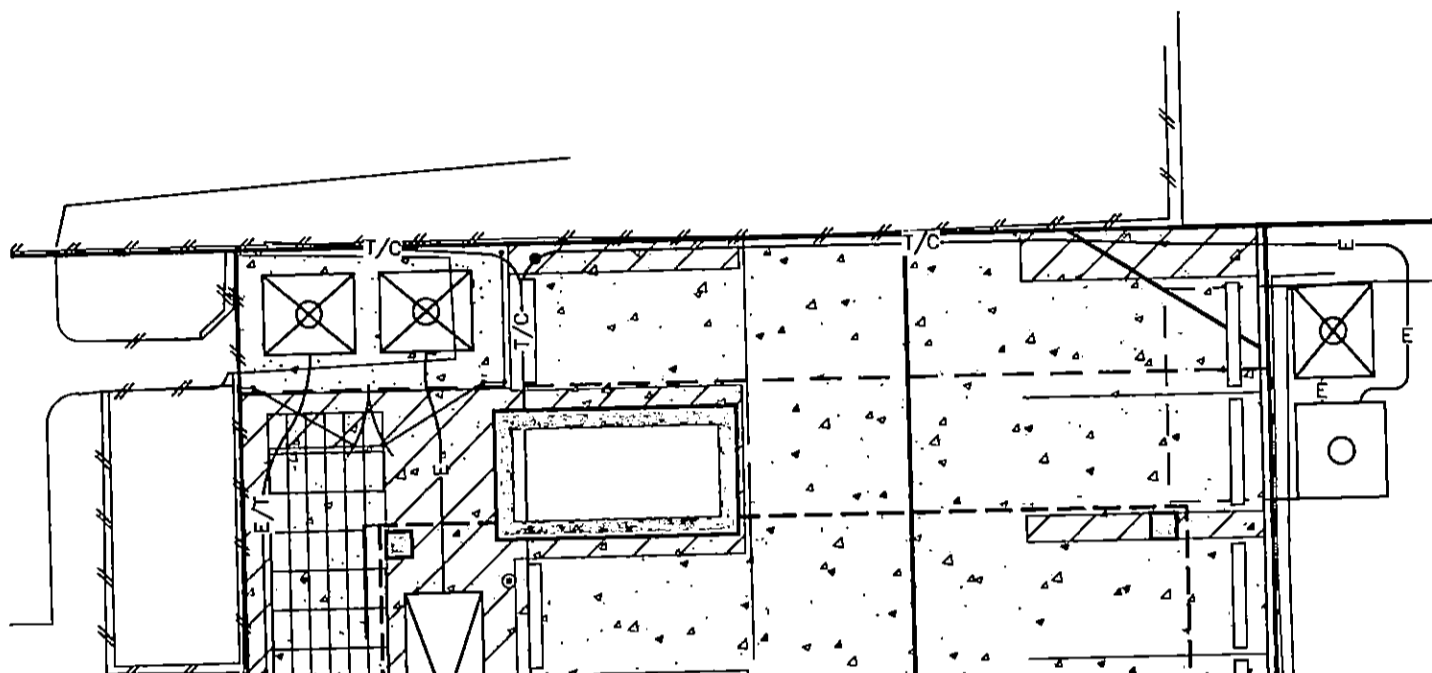
thence S 01°30'12" E 11.00 feet to the POINT OF BEGINNING. Being a part of Lots 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor". Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-D.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.=  ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <b>M I D W E S T E R N</b> CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		



# SCP-SF & SUNE FUTURE UTILITY EQUIPMENT EXHIBIT D-2



15239\_EXHIBIT-D.DWG

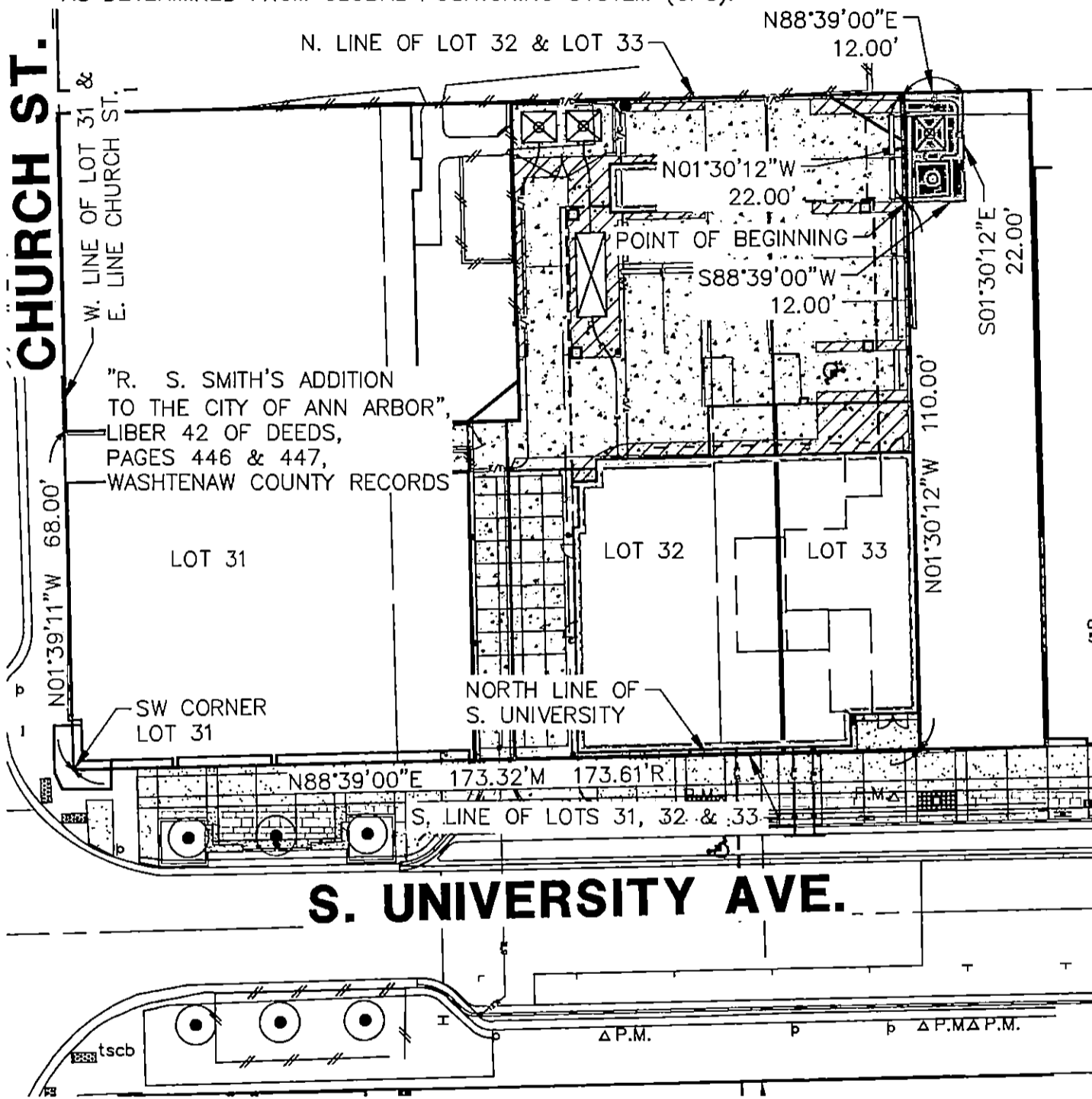
CLIENT: South University – North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 3 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 15 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

# SUNE UTILITY EASEMENT EXHIBIT E



**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF A UTILITY EASEMENT IN PART OF LOT 33 OF  
"R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR",  
AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447,  
WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-E.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

# SUNE UTILITY EASEMENT

## EXHIBIT E-1

LEGAL DESCRIPTION OF SUNE UTILITY EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide); thence N 01°30'12" W 110.00 feet to the POINT OF BEGINNING,


thence continuing N 01°30'12" W 22.00 feet;

thence N 88°39'00" E 12.00 feet along the North line of Lot 33 of said "R.S. Smith's Addition to the City of Ann Arbor";

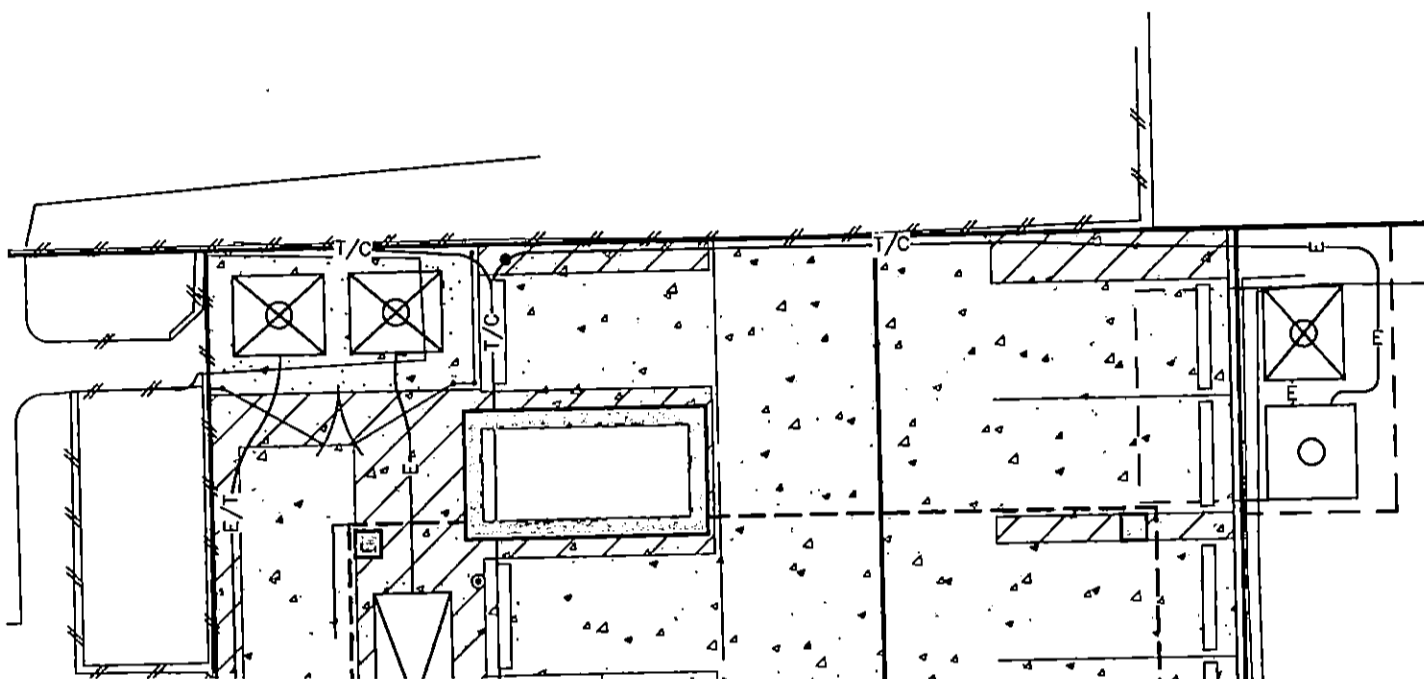
thence S 01°30'12" E 22.00 feet;

thence S 88°39'00" W 12.00 feet to the POINT OF BEGINNING. Being a part of Lot 33 of said "R.S. Smith's Addition to the City of Ann Arbor". Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-E.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p><b>M I D W E S T E R N</b>  <b>C O N S U L T I N G</b>                  3815 Plaza Drive Ann Arbor, Michigan 48108                  (734) 995-0200 • www.midwesternconsulting.com                  Land Development • Land Survey • Institutional • Municipal                  Wireless Communications • Transportation • Landfill Services</p>		

# SCP-SF & SUNE FUTURE UTILITY EQUIPMENT EXHIBIT E-2



15239\_EXHIBIT-E.DWG

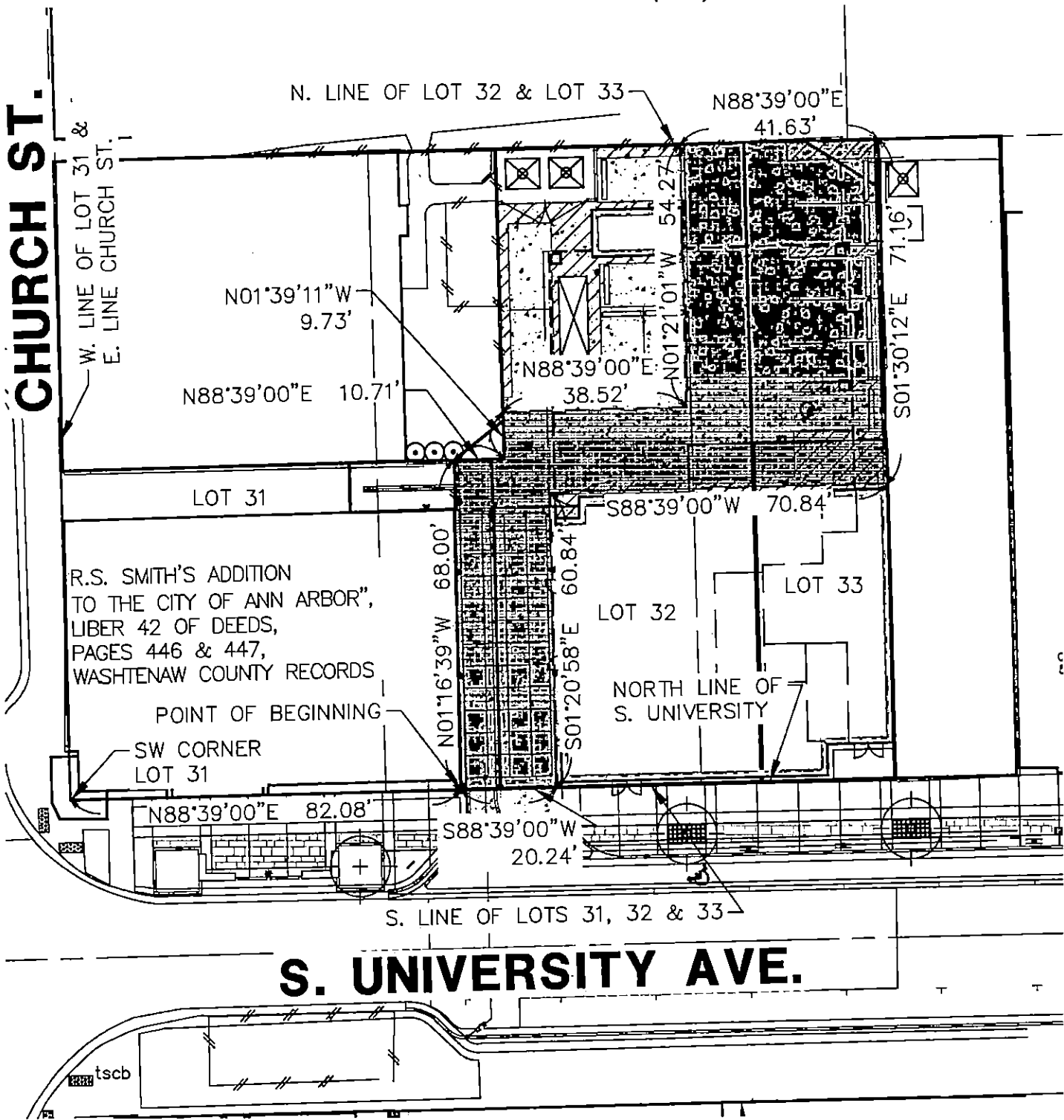
CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 3 OF 3	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 15 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		



# SCP-SF ACCESS EASEMENT EXHIBIT F

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF AN ACCESS EASEMENT IN PART OF LOTS 32 AND 33 OF  
"R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR",  
AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447,  
WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-F.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

# SCP-SF ACCESS EASEMENT



## EXHIBIT F-1

LEGAL DESCRIPTION OF SCP-SF ACCESS EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 82.08 feet along the South line of Lots 31 and 32 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,

thence N 01°16'39" W 68.00 feet;  
 thence N 88°39'00" E 10.71 feet;  
 thence N 01°39'11" W 9.73 feet;  
 thence N 88°39'00" E 38.52 feet;  
 thence N 01°21'01" W 54.27 feet;  
 thence N 88°39'00" E 41.63 feet along the North line of Lots 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor";  
 thence S 01°30'12" E 71.16 feet;  
 thence S 88°39'00" W 70.84 feet;  
 thence S 01°20'58" E 60.84 feet;  
 thence S 88°39'00" W 20.24 feet along the South line of said Lot 32 and the North line of said South University Avenue to the POINT OF BEGINNING. Being a part of Lots 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor". Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-F.DWG

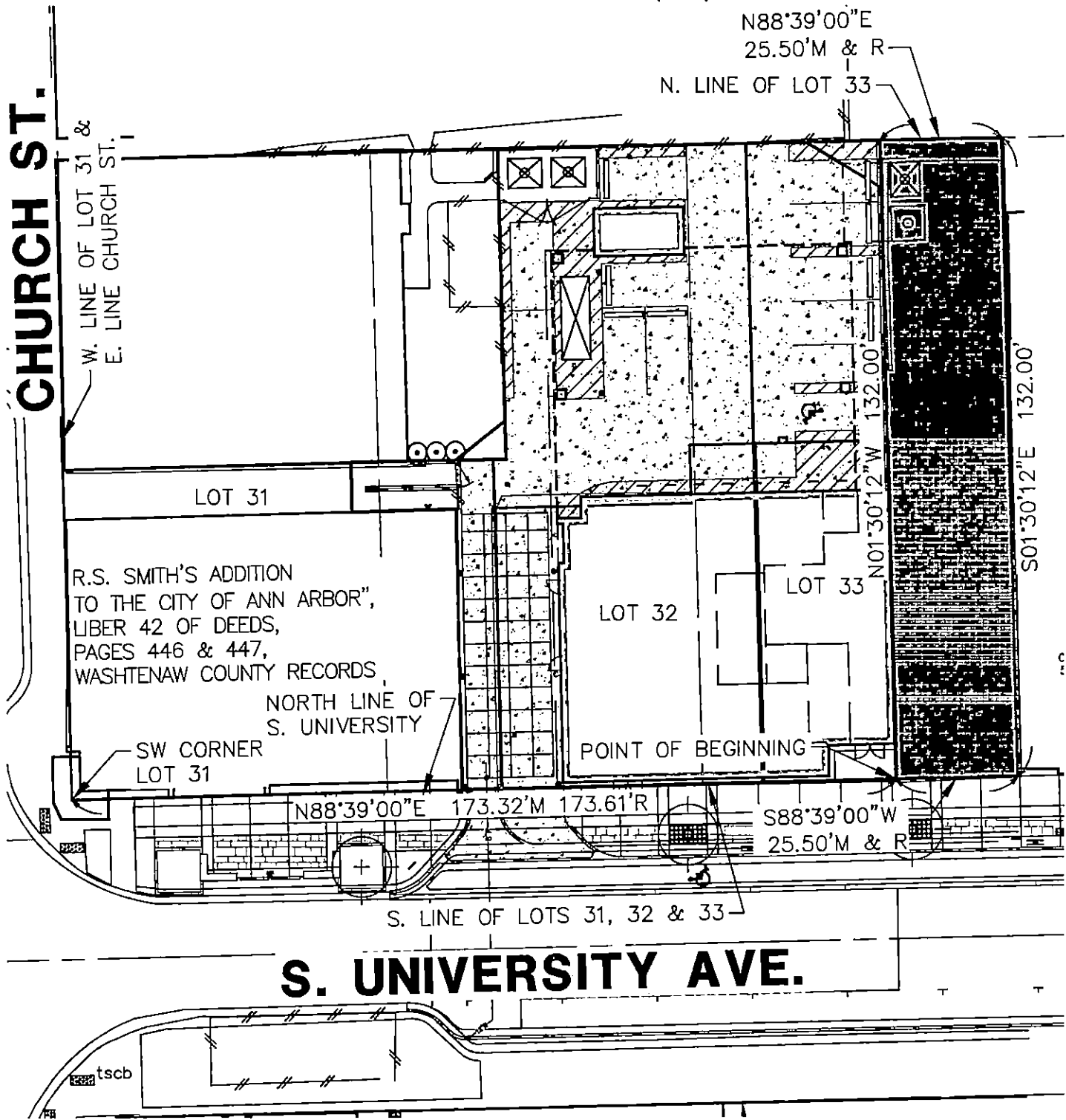
CLIENT: South University – North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1 in. = <span style="font-size: small;">ft.</span>	
CITY OF ANN ARBOR,	 BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <b>M I D W E S T E R N</b> C O N S U L T I N G <small>3815 Plaza Drive Ann Arbor, Michigan 48108                  (734) 995-0200 • www.midwesternconsulting.com                  Land Development • Land Survey • Institutional • Municipal                  Wireless Communications • Transportation • Landfill Services</small>		



# SUNE ACCESS EASEMENT EXHIBIT G

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF AN ACCESS EASEMENT IN PART OF LOT 33 OF  
"R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR",  
AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447,  
WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-G.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

# SUNE ACCESS EASEMENT

## EXHIBIT G-1

LEGAL DESCRIPTION OF SUNE ACCESS EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,


thence N 01°30'12" W 132.00 feet;

thence N 88°39'00" E 25.50 feet along the North line of said Lot 33;

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 25.50 feet along the South line of said Lot 33 and the North line of said South University Avenue to the POINT OF BEGINNING. Being a part of said Lot 33 of "R.S. Smith's Addition to the City of Ann Arbor". Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-G.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 50px; height: 10px; border-bottom: 1px solid black;"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p><b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		



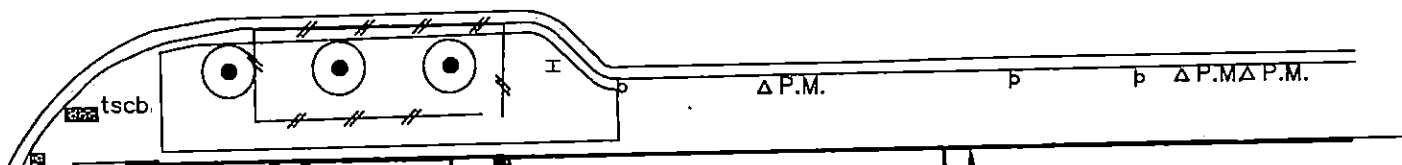
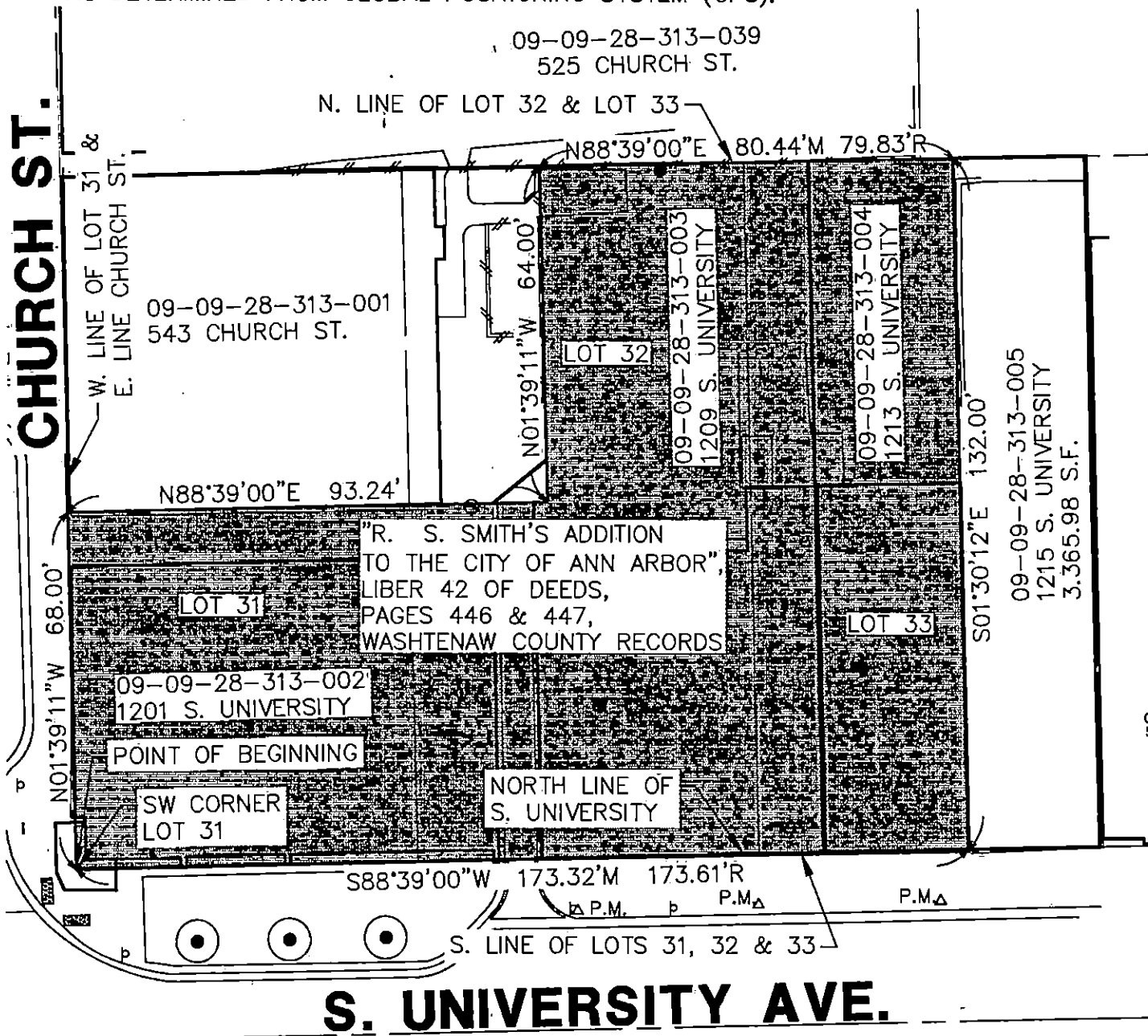


# SCP-SF AIRSPACE EASEMENT

## EXHIBIT H

### NOTE:

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 31, 32 & 33 OF "R.S. SMITH'S  
ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER  
42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-H.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3825 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

# SCP-SF AIRSPACE EASEMENT



## EXHIBIT H-1

LEGAL DESCRIPTION OF SCP-SF AIRSPACE EASEMENT:

BEGINNING at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records,

thence N 01°39'11" W 68.00 feet along the West line of said Lot 31 and the East line of Church Street (66.00 feet wide);  
 thence N 88°39'00" E 93.24 feet;  
 thence N 01°39'11" W 64.00 feet;  
 thence N 88°39'00" E 80.44 feet (79.83 feet recorded) along the North line of Lot 32 and Lot 33 of said "R.S. Smith's Addition to the City of Ann Arbor";  
 thence S 01°30'12" E 132.00 feet;  
 thence S 88°39'00" W 173.32 feet (173.61 feet recorded) along the South line of said Lots 31, 32 and 33 and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING. Being a part of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor". Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-H.DWG

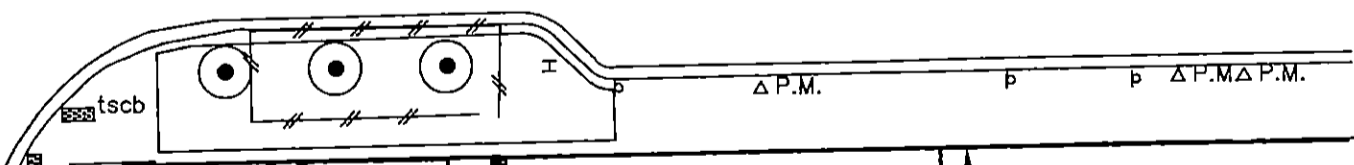
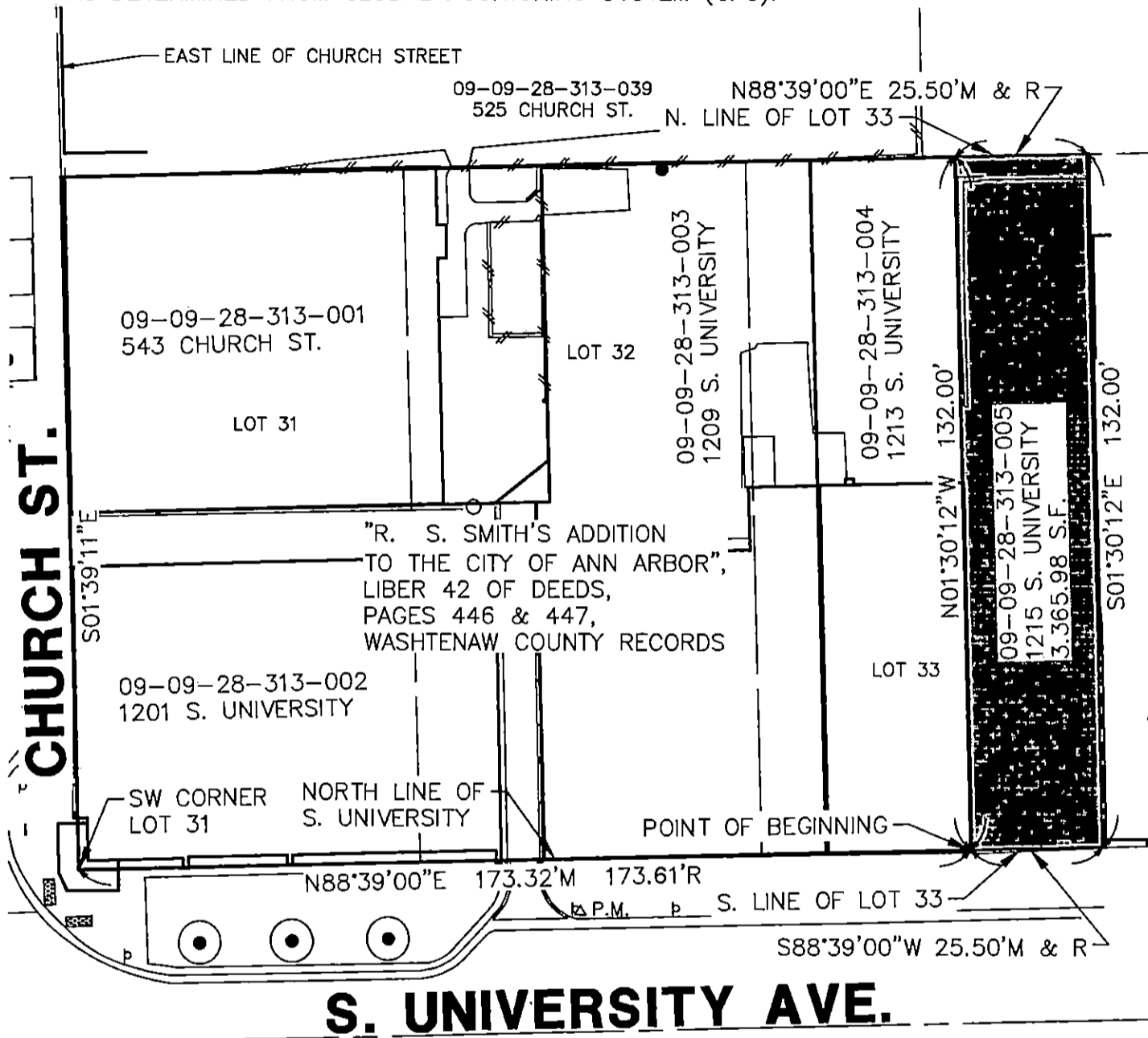
CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28      TWN: 2S.      RANGE: 6E.	SCALE: 1in.=  ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p style="text-align: center;"><b>M I D W E S T E R N</b>  <b>C O N S U L T I N G</b>                  3815 Plaza Drive Ann Arbor, Michigan 48108                  (734) 995-0200 • www.midwesternconsulting.com                  Land Development • Land Survey • Institutional • Municipal                  Wireless Communications • Transportation • Landfill Services</p>		



# SUNE AIRSPACE EASEMENT EXHIBIT I

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOT 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-I.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> C O N S U L T I N G</p> <p>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</p> <p>Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

# SUNE AIRSPACE EASEMENT

## EXHIBIT I-1

LEGAL DESCRIPTION OF SUNE AIRSPACE EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,

thence N 01°30'12" W 132.00 feet;


thence N 88°39'00" E 25.50 feet along the North line of said Lot 33;

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 25.50 feet along the South line of said Lot 33 and the North line of said South University Avenue to the POINT OF BEGINNING.

Being a part of said Lot 33 of "R.S. Smith's Addition to the City of Ann Arbor" and containing 3,365.98 square feet or 0.077 acres of land, more or less. Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-I.DWG

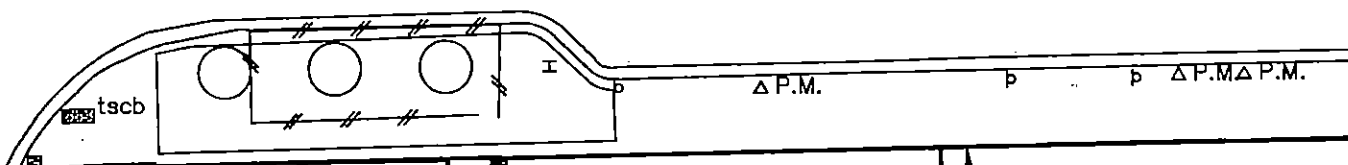
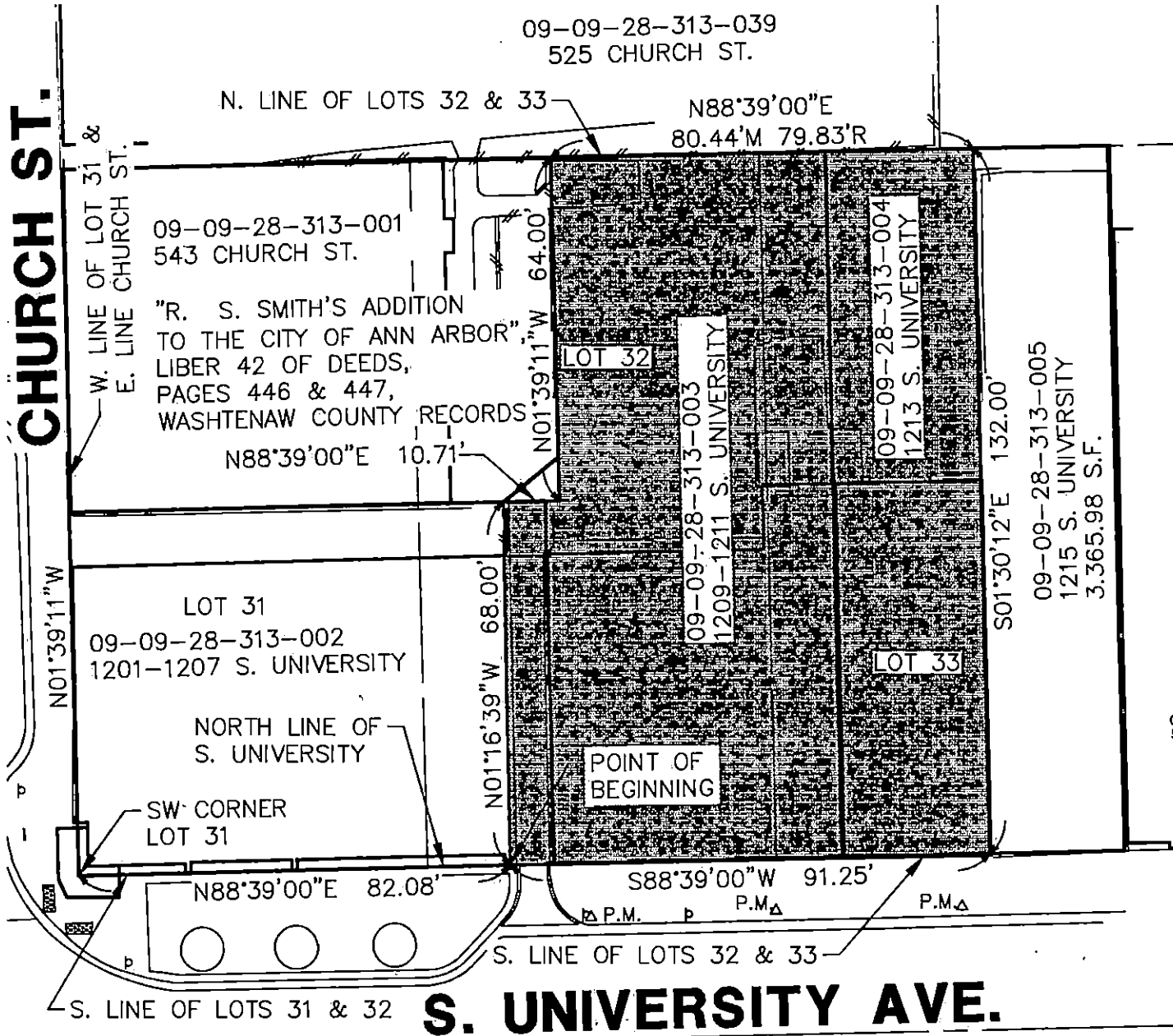
CLIENT: South University – North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black;"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p><b>M I D W E S T E R N</b>  <b>C O N S U L T I N G</b>                  3815 Plaza Drive Ann Arbor, Michigan 48108                  (734) 995-0200 • www.midwesternconsulting.com                  Land Development • Land Survey • Institutional • Municipal                  Wireless Communications • Transportation • Landfill Services</p>		

# SCP-SF TEMPORARY CONSTRUCTION EASEMENT EXHIBIT J



**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 32 & 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-J.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in. = 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

# SCP-SF TEMPORARY CONSTRUCTION EASEMENT EXHIBIT J-1

LEGAL DESCRIPTION OF SCP-SF TEMPORARY CONSTRUCTION EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 82.08 feet along the South line of Lots 31 and 32 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,

thence N 01°16'39" W 68.00 feet;

thence N 88°39'00" E 10.71 feet;


thence N 01°39'11" W 64.00 feet;

thence N 88°39'00" E 80.44 feet (79.83 feet recorded) along the North line of Lots 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor";

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 91.25 feet along the South line of said Lots 32 and 33 and the North line of said South University Avenue to the POINT OF BEGINNING. Being a part of said Lot 33 of "R.S. Smith's Addition to the City of Ann Arbor". Being subject to easements and restrictions of record, if any.

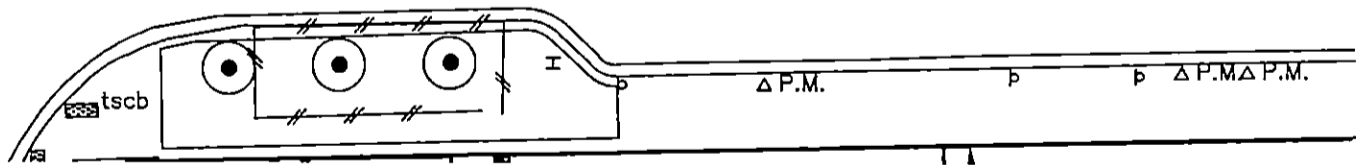
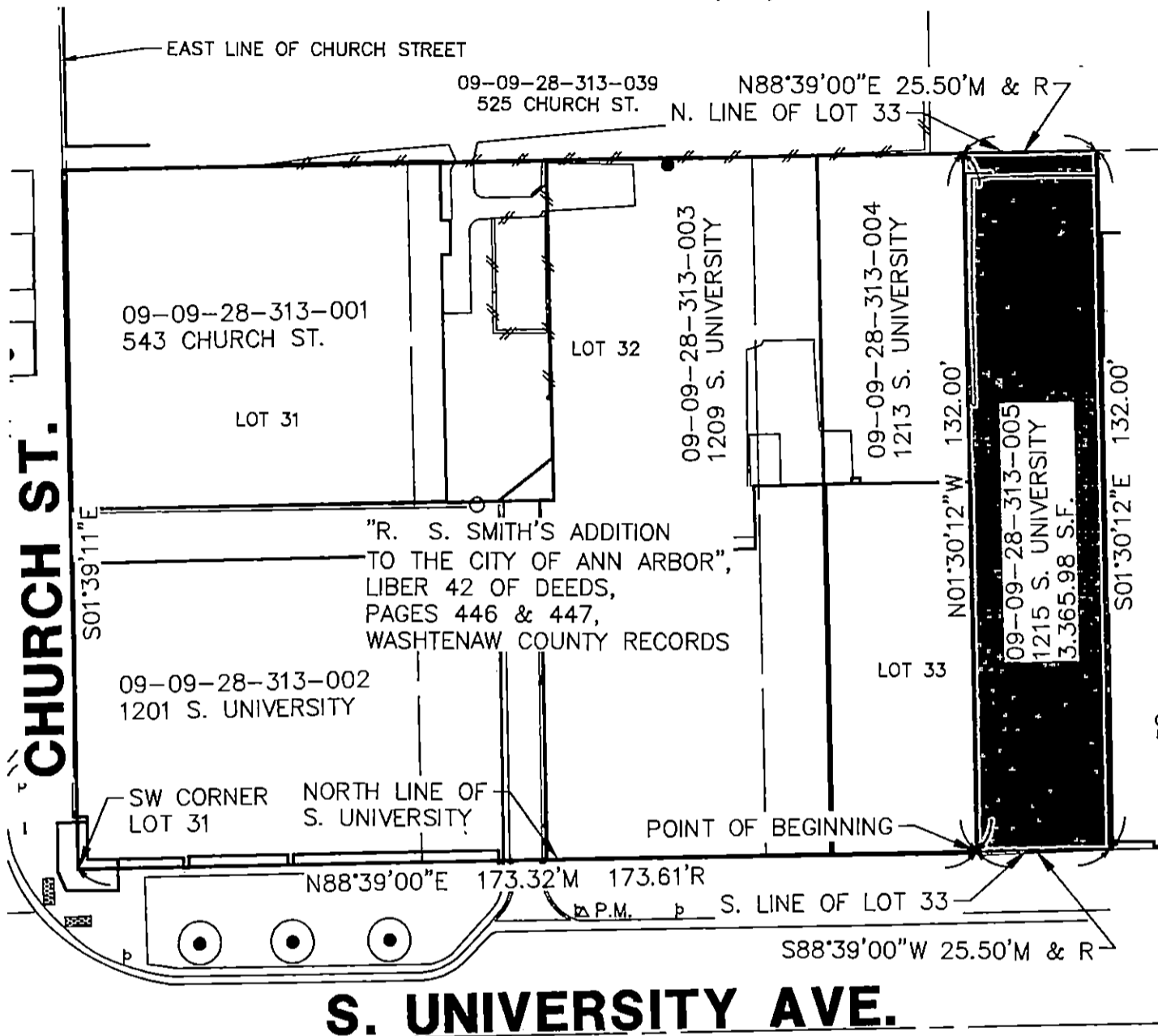
15239\_EXHIBIT-J.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <p><b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

# SUNE TEMPORARY CONSTRUCTION EASEMENT EXHIBIT K

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOT 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-K.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28 TWN: 2S. RANGE: 6E.	SCALE: 1in.= 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<p><b>M I D W E S T E R N</b> C O N S U L T I N G</p> <p>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		

# SUNE TEMPORARY CONSTRUCTION EASEMENT

## EXHIBIT K-1

LEGAL DESCRIPTION OF SUNE TEMPORARY CONSTRUCTION EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,

thence N 01°30'12" W 132.00 feet;



thence N 88°39'00" E 25.50 feet along the North line of said Lot 33;

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 25.50 feet along the South line of said Lot 33 and the North line of said South University Avenue to the POINT OF BEGINNING.

Being a part of said Lot 33 of "R.S. Smith's Addition to the City of Ann Arbor" and containing 3,365.98 square feet or 0.077 acres of land, more or less. Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-K.DWG

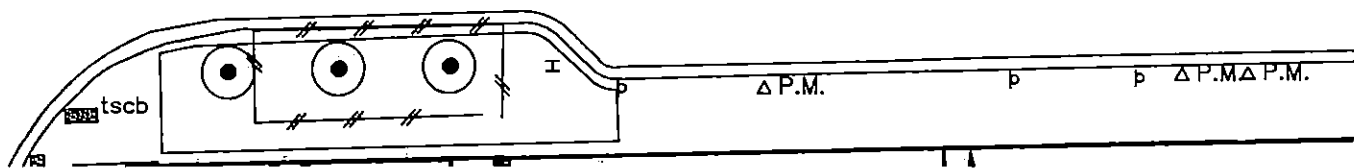
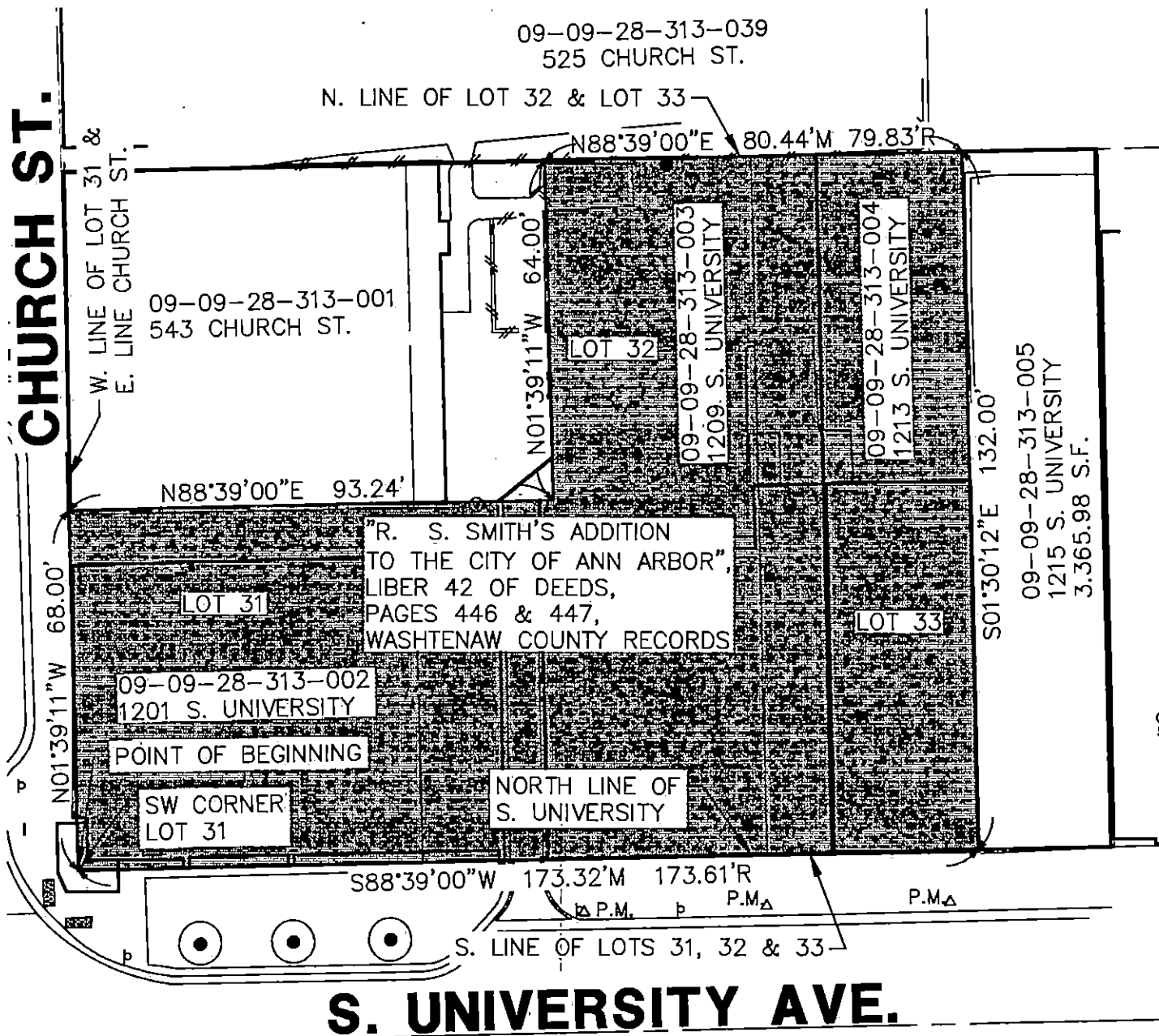
CLIENT: South University – North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="font-size: small;">ft.</span>	
CITY OF ANN ARBOR,		
WASHTENAW COUNTY, MICHIGAN	BOOK: #454	
	BY: KMW	
 <b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> <small>3815 Plaza Drive Ann Arbor, Michigan 48108                  (734) 995-0200 • www.midwesternconsulting.com                  Land Development • Land Survey • Institutional • Municipal                  Wireless Communications • Transportation • Landfill Services</small>		



# SCP-SF TEMPORARY CRANE SWING EASEMENT EXHIBIT L

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOTS 31, 32 & 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-L.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19
JOB NO.: <b>15239</b>	SHEET 1 OF 2
SECTION: 28 . TWN: 2S. RANGE: 6E.	SCALE: 1in. = 30 ft.
CITY OF ANN ARBOR,	BOOK: #454
WASHTENAW COUNTY, MICHIGAN	BY: KMW
<b>M I D W E S T E R N</b> CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services	

# SCP-SF TEMPORARY CRANE SWING EASEMENT

## EXHIBIT L-1

LEGAL DESCRIPTION OF SCP-SF TEMPORARY CRANE SWING EASEMENT:

BEGINNING at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records,

thence N 01°39'11" W 68.00 feet along the West line of said Lot 31 and the East line of Church Street (66.00 feet wide);

thence N 88°39'00" E 93.24 feet;


thence N 01°39'11" W 64.00 feet;

thence N 88°39'00" E 80.44 feet (79.83 feet recorded) along the North line of Lot 32 and Lot 33 of said "R.S. Smith's Addition to the City of Ann Arbor";

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 173.32 feet (173.61 feet recorded) along the South line of said Lots 31, 32 and 33 and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING. Being a part of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and containing 16,934.48 square feet or 0.388 acres of land, more or less. Being subject to easements and restrictions of record, if any.

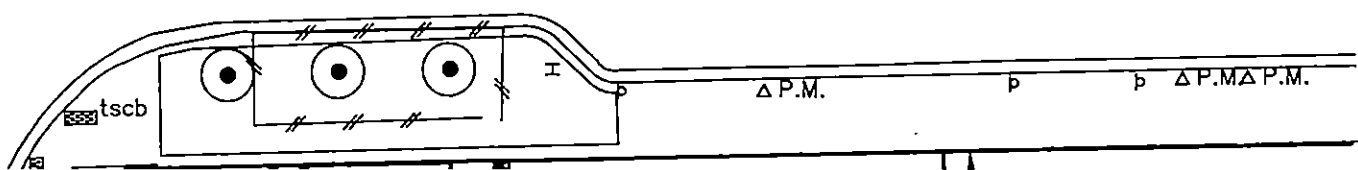
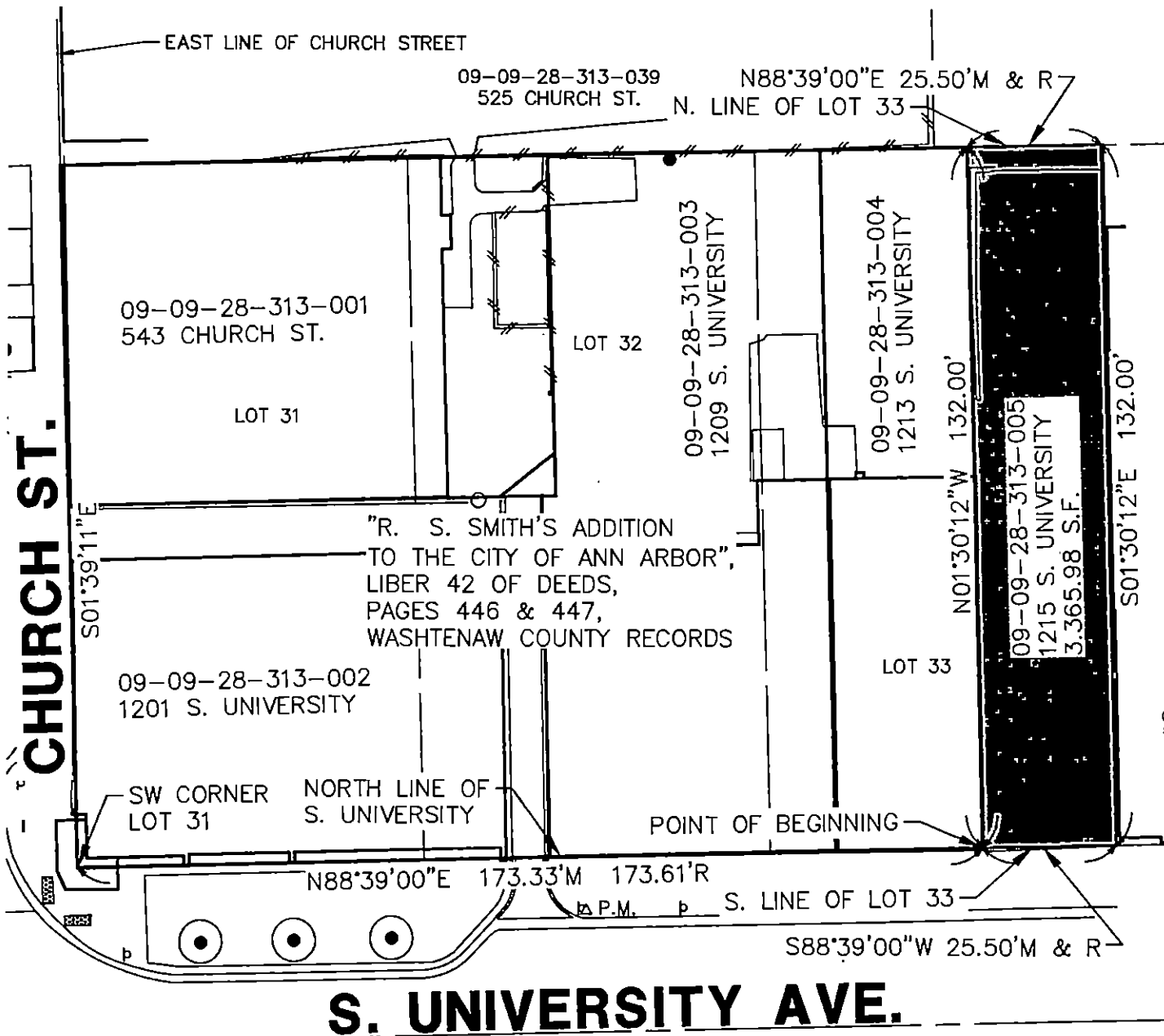
15239\_EXHIBIT-L.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black;"></span> ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
 <b>M I D W E S T E R N</b> <b>C O N S U L T I N G</b> 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

# SUNE TEMPORARY CRANE SWING EASEMENT EXHIBIT M

**NOTE:**

BEARINGS BASED ON STATE PLANE COORDINATES  
AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).



DRAWING OF PART OF LOT 33 OF "R.S. SMITH'S ADDITION TO THE CITY OF ANN ARBOR", AS RECORDED IN LIBER 42 OF DEEDS, PAGES 446 & 447, WASHTENAW COUNTY RECORDS.

15239\_EXHIBIT-M.DWG

CLIENT: South University - North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 1 OF 2	
SECTION: 28    TWN: 2S.    RANGE: 6E.	SCALE: 1in.= 30 ft.	
CITY OF ANN ARBOR,	BOOK: #454	
WASHTENAW COUNTY, MICHIGAN	BY: KMW	
<b>M I D W E S T E R N</b> C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

# SUNE TEMPORARY CRANE SWING EASEMENT EXHIBIT M-1

LEGAL DESCRIPTION OF SUNE TEMPORARY CRANE SWING EASEMENT:

Commencing at the SW Corner of Lot 31 of "R.S. Smith's Addition to the City of Ann Arbor", as recorded in Liber 42 of Deeds, Pages 446 & 447, Washtenaw County Records, thence N 88°39'00" E 173.32 feet (173.61 feet recorded) along the South line of Lots 31, 32 and 33 of said "R.S. Smith's Addition to the City of Ann Arbor" and the North line of South University Avenue (66.00 feet wide) to the POINT OF BEGINNING,

thence N 01°30'12" W 132.00 feet;


thence N 88°39'00" E 25.50 feet along the North line of said Lot 33;

thence S 01°30'12" E 132.00 feet;

thence S 88°39'00" W 25.50 feet along the South line of said Lot 33 and the North line of said South University Avenue to the POINT OF BEGINNING.

Being a part of said Lot 33 of "R.S. Smith's Addition to the City of Ann Arbor" and containing 3,365.98 square feet or 0.077 acres of land, more or less. Being subject to easements and restrictions of record, if any.

15239\_EXHIBIT-M.DWG

CLIENT: South University – North East, LLC	DATE: 02/11/19	
JOB NO.: <b>15239</b>	SHEET 2 OF 2	
SECTION: 28      TWN: 2S.      RANGE: 6E.	SCALE: 1in.= <span style="display: inline-block; width: 20px; height: 10px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></span> ft.	
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