

841 BROADWAY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2020, by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and Lower Town Partners LLC, a Michigan limited liability company, with principal address at 1117 Griswold, Suite 1416, Detroit Michigan 48226, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as 841 Broadway (the "Project"), and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as 841 Broadway, and desires site plan and development agreement approval thereof, and

WHEREAS, the DEVELOPER desires to build or use certain Improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, on _____, City Council approved the 841 Broadway Site Plan ("Site Plan") and 841 Broadway Development Agreement ("Agreement") pursuant to a resolution adopted on that date, and

WHEREAS, the CITY desires to ensure that all of the Improvements required by pertinent CITY ordinances and regulations be properly made, and that the DEVELOPER will install these Improvements prior to any permits being issued.

THE DEVELOPER(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all Improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the Improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER at the address listed above requiring it to commence and complete the Improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER, if the DEVELOPER does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be

collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public Improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved Plans. The engineer's certificate will cover only those items the DEVELOPER'S engineer inspects.

(P-4) To provide, prior to the issuance of building permits, a signing plan to the Fire Department and install all street name signs according to CITY specifications and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. At the request of the DEVELOPER, the CITY will provide and install all street name signs and invoice the DEVELOPER for the actual cost of installation.

(P-5) To grant easements to the CITY for watermains and sanitary sewers as shown on the Site Plan, subject to City Council approval. DEVELOPER shall submit legal descriptions and survey drawings for the easements prior to the request for and issuance of building permits, and the easements shall be granted to the CITY in a form reasonably acceptable to the CITY Attorney. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-6) Prior to the issuance of grading or building permits, DEVELOPER shall acquire easements or permanent use agreements for the CITY for watermain, sanitary sewer and emergency access to the Project over the Amtrak property to the south of the Project. The easements or agreements shall be in a form acceptable to the City Attorney. The easements or use agreements must be accepted by City Council prior to the request for and issuance of any building permit, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-7) To grant a non-motorized access easement to the CITY for public access to Open Space Area 1 (including, but not limited to a 10-foot wide shared use path and the proposed bridge) as shown on the Site Plan, as well as motorized access from Broadway Street through the Property to and including the designated public parking for Open Space Area 1, subject to City Council approval. DEVELOPER shall submit legal descriptions and survey drawings for the easements prior to the request for and issuance of building permits, and the easements shall be granted to the CITY in a form reasonably acceptable to the CITY Attorney. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy.

(P-8) To install all water mains, storm sewers, sanitary sewers and public streets, through the first course of asphalt, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits. The final course of asphalt paving shall be completed prior to the issuance of first certificate of occupancy on the Property.

(P-9) To maintain the streets, including snow and ice removal, if certificates of occupancy are finalized before the street Improvements have been accepted for maintenance by the CITY.

(P-10) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to Broadway, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Broadway frontage when such Improvements are determined by the CITY to be necessary. A provision shall be included in the master deed for the project stating that if the CITY undertakes to establish a special assessment district to improve Broadway, each unit shall be assessed its pro rata share of the cost of Improvements allocable to the Property.

(P-11) To indemnify, defend and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the DEVELOPER, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the Site plan.

(P-12) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public Improvements in the Project prior to final written acceptance of the public Improvement\ s by the CITY. Evidence of such insurance shall be produced prior to any construction of Improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public Improvement and until notice of acceptance by the CITY of the Improvements.

(P-13) Existing landmark and street trees shown on the site plan as trees to be saved shall be maintained by the DEVELOPER in good condition for a minimum of three years after acceptance of the public Improvements by the CITY or granting of a certificate of occupancy. Existing landmark and street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public Improvements or granting of a certificate of occupancy, shall be replaced by the DEVELOPER as provided by Chapter 55 of the Ann Arbor City Code.

(P-14) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site or adjacent public streets. The City Administrator may authorize the DEVELOPER to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the DEVELOPER one year after the date of acceptance by the CITY.

(P-15) To create an association composed of all owners of 841 Broadway condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for 841 Broadway. The association shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, exterior lighting, seating structures, driveways, on-site storm water management system, and all other common elements.

(P-16) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER at the address listed above, requiring it to commence and complete the items stated in the notice

within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER if the DEVELOPER does not complete the work within the time set forth in the notice.

(P-17) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the DEVELOPER or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the DEVELOPER, or Association, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER or Association if the DEVELOPER or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the DEVELOPER in the master deed.

(P-18) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area upon request.

(P-19) To prepare and submit to the Planning Services Unit one copy of the Master Deed, along with the required review fee, prior to issuance of building permits.

(P-20) Prior to the issuance of any grading or building permits for the Site Plan, for the benefit of the Property and in order to comply with Ann Arbor City Code requirements for site access and traffic impacts of the Project on nearby roads, to enter into an agreement with the CITY detailing specific public improvements ("Traffic Mitigation Improvements") to be made in order to mitigate access and traffic impacts of the development. The Traffic Mitigation Improvements as shown on the Site Plan, as further specified in civil construction plans, shall include: 1) The addition of a left-turn lane on Broadway Street for entry to the Project, including but not limited to, construction of an access lane, a drive opening Type M, retaining wall, and relocated pedestrian parapet wall; 2) A signalized site access intersection including, but not limited to, control signals and crosswalks; and 3) Access for emergency vehicles from the south side of Broadway Street, including but not limited to, a drive opening Type L, widening of existing sidewalk, and segmented retaining wall. All Traffic Mitigation Improvements shall be constructed consistent with all applicable laws and standards, and shall include all work necessary to restore impacted intersections, streets, bridges, sidewalks, and other public infrastructure. The final design and civil construction drawings for Traffic Mitigation Improvements 1 and 3 shall be completed by the DEVELOPER, and the Improvements shall be constructed by the DEVELOPER. The final design and civil construction drawings for Traffic Mitigation Improvement 2 shall be completed by the CITY and shall be constructed by the CITY. All design, review and construction costs for the Traffic Mitigation Improvements shall be paid for by the DEVELOPER, and payment to CITY shall be prior to the request for and issuance of

any first certificate of occupancy for the Project, although Traffic Mitigation Improvements may be accepted at a later time as determined by the City Public Services Area.

(P-21) To design, construct, repair and maintain the Project in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, DEVELOPER shall review existing noise sources surrounding the Project and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-22) To include the elevation drawings, as submitted to City Council, as part of the Site Plan and to construct all buildings consistent with said elevation drawings. If the DEVELOPER proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The DEVELOPER is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-23) To remove all discarded building materials and rubbish from the Project at least once each month during construction of the Project. To remove all discarded building materials and rubbish from the Project at least once each month during construction of Project Improvements, and within one month after completion or abandonment of construction.

(P-24) To apply for and obtain a floodplain permit for the Project from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to the issuance of any permits for the Project.

(P-25) To apply for and obtain a Letter of Map Revision based on Fill (LOMR-F) for the Project per National Flood Insurance Program (NFIP) regulations. The LOMR-F must be obtained prior to the City will issue any certificates of occupancy for the Project.

(P-26) No lot in 841 Broadway may be divided such that an additional building parcel is created.

(P-27) As part of the application for the first building permit, to provide documentation from an independent, qualified professional that verifies the Project has been designed to achieve a minimum of two points under the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Energy & Atmosphere Credit No. 1, based on the most recent version in effect at the date of this Agreement. Compliance with this requirement shall be verified and documented by the independent, qualified professional using an industry standard software energy modeling tool (EQUEST or equivalent).

(P-28) Prior to the issuance of the first certificate of occupancy, to pay to the CITY an affordable housing contribution of \$2,057,350 to be deposited in the City of Ann Arbor Affordable Housing Fund in compliance with the applicable PUD Ordinance Standards of July 2019 and the approved Supplemental Regulations for this Property.

(P-29) DEVELOPER is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of DEVELOPER has (have) legal authority and capacity to enter into this Agreement for DEVELOPER.

(P-30) Failure to construct, repair and/or maintain the site pursuant to the Site Plan and/or failure to comply with any of this Agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the DEVELOPER complies with the Site Plan and/or the terms and conditions of the Agreement. The DEVELOPER shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the Site Plan and/or Agreement.

(P-31) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER fails to make timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the Project is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-32) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the *841 Broadway Site Plan*.

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

(C-3) To record this Agreement with the Washtenaw County Register of Deeds.

GENERAL TERMS

Both the DEVELOPER and the CITY agree as follows:

(T-1) This Agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the DEVELOPER, as set forth above in this Agreement and in the Site Plan, shall be binding on any successors and assigns in ownership of the following described parcel:

City of Ann Arbor, Washtenaw County, Michigan

PART OF BLOCK 14, ALL OF BLOCKS 15, 20, 21, 22 AND 23 AND VACATED FOURTH STREET, VACATED FIFTH STREET, VACATED HOTEL ALLEY, VACATED RAILROAD STREET AND VACATED RIVER STREET OF ORMSBY & PAGE'S ADDITION TO THE VILLAGE (NOW CITY) OF ANN ARBOR, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20 AND THE SOUTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN AS RECORDED IN LIBER M OF DEEDS, PAGE 191, WASHTENAW COUNTY RECORDS EXCEPT LAND CONVEYED TO THE MICHIGAN CENTRAL RAILROAD COMPANY AS RECORDED IN LIBER 86 OF DEEDS, PAGE 105 AND IN LIBER 450, PAGE 79, WASHTENAW COUNTY RECORDS AND THE LAND BETWEEN THE HURON RIVER (AS PLATTED) AND THE WATER'S EDGE OF THE EXISTING HURON RIVER, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 14, THENCE SOUTH 20 DEGREES 01 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF MICHIGAN CENTRAL RAILROAD, 106.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 14; THENCE SOUTH 24 DEGREES 55 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF MICHIGAN CENTRAL RAILROAD, 99.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BLOCK 14; THENCE SOUTH 29 DEGREES 38 MINUTES 55 SECONDS EAST, 18.61 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE MICHIGAN CENTRAL RAILROAD AND THE SOUTHERLY FACE OF A STEEL SEAWALL, AS EXTENDED, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 54 MINUTES 09 SECONDS EAST ALONG SAID SOUTHERLY FACE OF A STEEL SEAWALL, 24.79 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID THE SOUTHERLY FACE: 1) 89.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 269.37 FEET, CENTRAL ANGLE OF 19 DEGREES 08 MINUTES 09 SECONDS, CHORD BEARING NORTH 71 DEGREES 46 MINUTES 28 SECONDS EAST, 89.55 FEET AND 2) SOUTH 69 DEGREES 37 MINUTES 45 SECONDS EAST, 11.66 FEET TO THE END OF SAID SEAWALL, ALSO BEING POINT 'A'; THENCE SOUTHEASTERLY ALONG THE WATER'S EDGE OF RELOCATED HURON RIVER 1540 FEET, PLUS OR MINUS, TO A POINT ON THE WEST LINE OF BROADWAY STREET (98 FEET WIDE); THENCE SOUTH 56 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE OF BROADWAY STREET, 22.00 FEET, PLUS OR MINUS, TO A POINT BEING SOUTH 69 DEGREES 37 MINUTES 45 SECONDS EAST, 107.27 FEET AND NORTH 72 DEGREES 18 MINUTES 19 SECONDS EAST, 175.00 FEET AND SOUTH 84 DEGREES 12 MINUTES 49 SECONDS EAST, 310.00 FEET AND SOUTH 67 DEGREES 40 MINUTES 35 SECONDS EAST, 400.00 FEET AND SOUTH 50 DEGREES 11 MINUTES 00 SECONDS EAST, 435.00 FEET AND SOUTH 19 DEGREES 36 MINUTES 25 SECONDS EAST, 84.50 FEET FROM SAID POINT 'A'; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 56 DEGREES 30 MINUTES 00 SECONDS WEST, 127.54 FEET; THENCE THE FOLLOWING (13) THIRTEEN COURSES ALONG THE NORTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD: 1) NORTH 33 DEGREES 30 MINUTES 00 SECONDS WEST, 50.00 FEET, 2) SOUTH 56 DEGREES 30 MINUTES 00 SECONDS WEST, 77.14 FEET, 3) 269.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 634.03 FEET, CENTRAL ANGLE OF 24 DEGREES 20

MINUTES 18 SECONDS, CHORD BEARS SOUTH 68 DEGREES 41 MINUTES 06 SECONDS WEST, 267.31 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED RAILROAD STREET, 4) NORTH 61 DEGREES 55 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE OF VACATED RAILROAD STREET, 496.57 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED FIFTH STREET, 5) SOUTH 31 DEGREES 03 MINUTES 43 SECONDS WEST ALONG SAID CENTERLINE OF FIFTH STREET, 74.65 FEET, 6) NORTH 60 DEGREES 15 MINUTES 43 SECONDS WEST, 174.80 FEET, 7) NORTH 51 DEGREES 15 MINUTES 43 SECONDS WEST, 147.00 FEET, 8) NORTH 47 DEGREES 45 MINUTES 43 SECONDS WEST, 43.00 FEET TO A POINT ON THE EAST LINE OF SAID VACATED FOURTH STREET, 9) SOUTH 26 DEGREES 28 MINUTES 38 SECONDS WEST, 3.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 15, 10) NORTH 38 DEGREES 58 MINUTES 32 SECONDS WEST, 72.40 FEET TO THE SOUTHERLY CORNER OF SAID BLOCK 14, 11) NORTH 39 DEGREES 01 MINUTES 45 SECONDS WEST, 98.00 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 14, 12) NORTH 34 DEGREES 21 MINUTES 00 SECONDS WEST, 98.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 14, 13) NORTH 29 DEGREES 38 MINUTES 55 SECONDS WEST, 80.39 FEET TO THE POINT OF BEGINNING.

Parcel ID: 09-09-20-403-023

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the DEVELOPER, or any part of the Site Plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the item(s) the DEVELOPER has failed to perform.

(T-6) This Agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.. DEVELOPER submits to the personal jurisdiction of any competent court in Washtenaw County, Michigan, for any action arising out of this Agreement. DEVELOPER also agrees that no action will be commenced against the City because of any matter arising out of this Agreement in any courts other than those in the County of Washtenaw, State of Michigan, unless original jurisdiction can be established in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals.

CITY OF ANN ARBOR, MICHIGAN
301 East Huron Street
Ann Arbor, Michigan 48107

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Tom Crawford, Interim City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

Lower Town Partners LLC

By: _____
Name, Title

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
by Christopher Taylor, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan
municipal corporation, on behalf of the corporation.

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

STATE OF _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
by _____, _____ of _____, a
_____, on behalf of the _____.

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

DRAFTED BY AND AFTER RECORDING RETURN TO:
Ann Arbor Planning Services
ATTN: Brett Lenart
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265