

THE 616 E. WASHINGTON DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2019, 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 Cerca Trova, a Michigan limited liability company, with principal address at 3910 Telegraph, Suite 201, Bloomfield Hills, Michigan 48302, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns or has the right to develop certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as 616 E. Washington (the "Project"), which will be incorporated into a condominium project as further described herein, and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as 616 E. Washington, 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 616 E. Washington Site Plan ("Site Plan") and the 616 E. Washington Development Agreement ("Agreement") pursuant to a resolution adopted on that date, and

WHEREAS, the CITY desires to insure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the DEVELOPER will install these improvements prior to any permits being issued except as provided herein.

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, private storm water management systems, public sidewalks, public streets 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 any condominium units, shall pay a pro-rata share of the cost of the work as specified by the master deed. That portion of the cost of the work attributable to each such 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. DEVELOPER shall specify in the master deed that, notwithstanding the foregoing, the owner of the "MTF Screening Room Parcel" (as described below) shall not be responsible for any costs of the initial construction of the Improvements; and any assessment for the costs of initial construction of the Improvements (and for repairing defects within the aforementioned one year period) shall be assessed exclusively against condominium units other than the condominium unit of the Michigan Theater Foundation, Inc..

(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 has 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) Prior to the issuance of any grading and building permits and recording the master deed, DEVELOPER shall record a reciprocal easement for the Project and 212 S. State Street in a form acceptable to the City Attorney.

(P-5) To provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

(P-6) To install all water mains, storm sewers, sanitary sewers, 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 above grade, vertical building permits, or at a later time as determined by the CITY Public Services Area.

(P-7) To be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to E. Washington Street such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along the E. Washington Street frontage when such improvements are determined by the CITY to be necessary, and to include this requirement in the master deed.

(P-8) 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-9) 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 development prior to final written acceptance of the

public Improvements by the CITY. Evidence of such Insurance shall be provided by the DEVELOPER prior to any construction of the improvements, and a copy shall be filed with the City Clerk's Office and shall remain in full force and effect during construction of the public Improvements and until notice of acceptance by the CITY of the Improvements.

(P-10) Existing 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 for the final unit. Existing 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 for the final unit, shall be replaced by the DEVELOPER as provided by Ann Arbor City Code.

(P-11) For the benefit of the residents of the DEVELOPER'S Project, to make a park contribution of \$150,625 to the CITY Parks and Recreation Services Unit, prior to the issuance of the certificate of occupancy, for improvements to nearby parks and community-wide parks.

(P-12) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the 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-13) To create an association of co-owners, as defined in the Michigan Condominium Act, composed of all owners of the condominium contemplated for the property (hereinafter called the "Association"), in which membership shall be required by covenants and restrictions recorded as part of the master deed for the Project. (The City acknowledges that an administrator may act on behalf of or in lieu of the Association.) The Association shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the following elements to the extent such elements constitute common elements in the master deed: landscape materials, exterior lighting, driveways, sidewalks, on-site storm water management system, and all other common elements. For any of the foregoing elements that are not common elements, the master deed shall specify which condominium unit or units own and are responsible for their perpetual maintenance.

(P-14) To prepare and submit to the Planning and Development Services Unit one copy of the master deed, along with the required review fee, prior to issuance of building permits.

(P-15) To construct a private on-site storm water management system. After construction of the private on-site storm water management system, to maintain it until the Association assumes responsibility under the master deed. 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 a reasonable time set forth in the notice. After reasonable notice and an opportunity to cure, 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 or the DEVELOPER 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. DEVELOPER shall specify in the master deed that, notwithstanding the foregoing, the owner of the MTF Screening Room Parcel shall not be responsible for any costs of the initial construction of the private on-site storm water management system; and any assessment for the costs of initial construction shall be assessed exclusively against condominium units other than the condominium unit of the Michigan Theater Foundation, Inc.

(P-16) 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-17) The following U.S. Green Building Council Leadership in Energy and Environmental Design (“LEED”) requirements shall be met:

(a) At the time of application for the first vertical building permit, DEVELOPER shall provide documentation from an independent, qualified professional verifying that the building design achieves a minimum of two (2) LEED points under the LEED Energy & Atmospheric Credit No. 1, V2009, using an industry standard software energy modeling tool (EQUEST or equivalent).

(b) At the time an application is submitted for a first Certificate of Occupancy, DEVELOPER shall further provide documentation or verification from an independent, qualified professional that the Project has been designed and built to meet LEED Silver V.4 requirements.

(P-18) To design, construct, repair and maintain this Project in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said Project will not negatively 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 originating from within this Project or this Project’s facilities or equipment.

(P-19) 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. Nonmaterial changes to the approved building elevations, aesthetics, or materials may be approved by the Planning and Development Services Manager or designee.

(P-20) To construct a shared private storm sewer system between the Project and the proposed 212 S. State Street building prior to the request for or issuance of above grade, vertical building permits for the Project. If the shared private storm water system cannot be constructed due to lack of progress on the 212 S. State Street building, then the Site Plan will need to be amended to reflect this change.

(P-21) Prior to the issuance of grading or building permits, DEVELOPER shall grant an access easement (or equivalent rights provided in the master deed for the Project), for ingress and egress from the MTF Screening Room Parcel to East Washington Street in a form acceptable to the City Attorney.

(P-22) To install a permanent electric vehicle charging station or stations in the parking area as identified on the Site Plan for a minimum of two vehicles. DEVELOPER shall also provide two permanently shared vehicles for use by the residents of the Project, which arrangements may consist of Developer contracting for vehicle a car-sharing service and/or by DEVELOPER's outright purchase or leasing of one or two vehicles, as necessary to satisfy the requirement that two vehicles will be permanently available for sharing among the residents. DEVELOPER agrees and acknowledges that failure to provide and maintain shared vehicles for the residents shall be a violation of the zoning ordinance regarding the minimum required number of parking spaces, consistent with Chapter 55 of Ann Arbor City Code. In the event that DEVELOPER is unable to provide such car sharing services, then DEVELOPER shall provide the minimum number of parking spaces on or off-site as required by City Code.

(P-23) To provide partial solar power for the Project by installing solar panels on the roof of the Project, as shown on the Site Plan, and subsequent construction drawings. The solar panels shall produce a minimum rated capacity of 90,000 kWh per year, with solar panel coverage of a minimum of 3900 square feet of the roof. (The solar panels as shown on the Site Plan are projected to produce over 94,000 kWh per year, which is projected to offset over 3.0% of the Project's total energy consumption.)

(P-24) To provide a minimum of 19 dwelling units in the Project designated as Affordable Housing for Lower Income Households as defined by Chapter 55 of Ann Arbor City Code. Six units shall be provided for households earning 60% of Area Median Income, and 13 units shall be provided for households earning 80% of Area Median Income. The DEVELOPER or its designee shall verify the income eligibility of any prospective tenant, and annually thereafter, using a form approved by the CITY, and the CITY or its designee shall certify that the renter is income eligible. The DEVELOPER agrees to execute a Housing Affordability Covenant with the CITY, and to record the Covenant prior to recording the Master Deed.

(P-25) Prior to the request for or issuance of the first certificate of occupancy for the Project, DEVELOPER shall execute with the CITY or its designee, a parking contract for 15 parking spaces in the City's downtown parking system consistent with the CITY'S Contribution in Lieu policy for alternatives to required off-street parking. DEVELOPER agrees and acknowledges that failure to maintain the parking contract will be a violation of the zoning ordinance regarding the minimum required number of parking spaces, consistent with Chapter 55 of Ann Arbor City Code.

(P-26) To remove all discarded building materials and rubbish from the Project at least once each month during construction of the Project, and within one month after completion or abandonment of construction.

(P-27) DEVELOPER is the sole title holder in fee simple of the land described below as the Developer's Parcel except for any mortgage, easements and deed restrictions of record and the person signing below on behalf of DEVELOPER has legal authority and capacity to enter into this Agreement for DEVELOPER. DEVELOPER also has legal authority to develop this project and enter into this Agreement from the owner of the land described below as the MTF Screening Room Parcel.

(P-28) 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 Agreement.

(P-29) 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 in the agreed upon manner, any unpaid amount(s) shall become a lien on the Property, as provided under Ann Arbor City Code, and such lien may be recorded with the Washtenaw County Register of Deeds, against the Property, 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, except to the extent Michigan Theater Foundation, Inc. is herein expressly excluded from such assessment, as specified in the master deed. 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-30) 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.

(P-31) The owner of the MTF Screening Room Parcel, Michigan Theater Foundation, Inc., shall have no obligation, duties or liability with respect to DEVELOPER'S responsibilities or obligations under this Agreement, except as otherwise expressly provided herein. This Agreement is not intended to create a partnership, joint venture or other mutual endeavor on behalf of DEVELOPER and the owner of the MTF Screening Room Parcel.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the 616 E. Washington 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 be granted administratively, and shall not be withheld unreasonably, and shall be granted within seven 15 business days of the request. However, DEVELOPER may, without the requirement of any approval or consent by the CITY, assign this Agreement to any entity that directly or indirectly, through one or more intermediaries, is controlled by, controls or is under common control with some or all of (i) Cerca Trova LLC, or (ii) a partnership, limited liability company, corporation or other entity which includes some or all of the owners of Cerca Trova LLC. Whenever such assignment occurs, DEVELOPER shall provide written notice of such transfer to the City within fifteen (15) days.

(T-4) The Property consists of the Developer's Parcel together with the MTF Screening Room Parcel as described below. The obligations and conditions on the DEVELOPER, and (subject to any approval required herein from the CITY) the rights of the DEVELOPER, as set forth above in this Agreement and in the Site Plan, shall inure to the benefit of and be binding on any successors and assigns in ownership of the Developer's Parcel described below:

(a) The Developer's Parcel referred to herein is described below:

DESCRIPTION AS SURVEYED OF DEVELOPER'S PARCEL:

The following land (and after establishment of the 616 E. Washington condominium project, the condominium unit comprising the space principally located thereon) shall be considered the "Developer's Parcel" for purposes of this Agreement:

DESCRIPTION OF A 0.562 ACRE PARCEL (616 E. WASHINGTON STREET) OF LAND BEING A PART OF ASSESSOR'S PLAT NO. 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, LOCATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

Parcel 1:

PART OF LOT 8 OF ASSESSOR'S PLAT NO. 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18 OF WASHTENAW COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, ASSESSOR'S PLAT NO. 27 TO THE CITY OF ANN ARBOR AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE NORTH 86 DEGREES 06 MINUTES 33 SECONDS WEST 73.97 FEET ALONG THE SOUTH LINE

OF LOTS 8 AND 9 OF SAID PLAT; THENCE NORTH 00 DEGREES 03 MINUTES 41 SECONDS WEST 42.71 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 03 MINUTES 41 SECONDS WEST 90.50 FEET CONTINUING ALONG SAID WEST LINE OF LOT 8; THENCE SOUTH 85 DEGREES 47 MINUTES 33 SECONDS EAST 36.98 FEET ALONG NORTH LINE OF LOT 8; THENCE SOUTH 00 DEGREES 03 MINUTES 52 SECONDS EAST 90.48 FEET ALONG THE EAST LINE OF LOT 8; THENCE NORTH 85 DEGREES 49 MINUTES 20 SECONDS WEST 36.98 FEET ALONG THE NORTH SIDE OF BUILDING TO THE POINT OF BEGINNING.

Commonly known as **600 E. Washington Street**, Ann Arbor
Tax Identification Number:

09-09-29-108-036

Parcel 2:

PART OF LOT 9 OF ASSESSOR'S PLAT NO. 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18 OF WASHTENAW COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, ASSESSOR'S PLAT NO. 27 TO THE CITY OF ANN ARBOR, AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE NORTH 00 DEGREES 01 MINUTE 37 SECONDS WEST 42.34 FEET ALONG THE EAST LINE OF LOT 9 TO THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 49 MINUTES 20 SECONDS WEST 37.04 FEET ALONG THE NORTH SIDE OF BUILDING; THENCE NORTH 00 DEGREES 03 MINUTES 52 SECONDS WEST 90.48 FEET ALONG THE EAST LINE OF LOT 8 AND THE WEST LINE OF LOT 9; THENCE SOUTH 85 DEGREES 47 MINUTES 33 SECONDS EAST 37.10 FEET ALONG THE NORTH LINE OF LOT 9; THENCE SOUTH 00 DEGREES 01 MINUTE 37 SECONDS EAST 90.46 FEET ALONG THE EAST LINE OF SAID LOT 9 TO THE PLACE OF BEGINNING.

Commonly known as **602 E. Washington Street**, Ann Arbor
Tax Identification Number:

09-09-29-108-035

Parcel 3:

ALL THAT PART OF THE EAST 1/2 OF LOTS 1 AND 2, BLOCK 2 SOUTH, RANGE 9 EAST, ANN ARBOR LAND COMPANY'S ADDITION, LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SAID EAST 1/2 OF SAID LOTS 1 AND 2 BLOCK 2 SOUTH, RANGE 9 EAST 22.76 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOTS 1 AND 2 AND EXTENDING SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE CENTERLINE OF WASHINGTON STREET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID EAST 1/2 OF SAID LOTS 1 AND 2, NOW KNOWN AS PART OF LOT 10, ASSESSOR'S PLAT NO. 27, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, ALSO THAT PART OF LOT 9 OF ASSESSOR'S PLAT NO. 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, ASSESSOR'S PLAT NO. 27 TO THE CITY OF ANN ARBOR, AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE NORTH 86 DEGREES 06 MINUTES 33 SECONDS WEST 4.39 FEET ALONG THE SOUTH LINE OF LOT 9; THENCE NORTH 03 DEGREES 34 MINUTES 19 SECONDS EAST 42.25 FEET ALONG THE EAST LINE OF BUILDING; THENCE SOUTH 85 DEGREES 49 MINUTES 20 SECONDS EAST 1.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 37 SECONDS EAST 42.34 FEET ALONG THE EAST LINE OF SAID LOT 9 TO THE PLACE OF BEGINNING.

Commonly known as **604 E. Washington Street**, Ann Arbor
Tax Identification Number: 09-09-29-108-034

Parcel 4:

All that part of the East Half of Lots 1 and 2 in Block 2, South of Huron Street, Range 9 East, according to the recorded plat of ANN ARBOR LAND COMPANY'S ADDITION, lying East of a line described as follows: Beginning at a point on the North line of said East half of Lots 1 and 2 in Block 2, South of Huron Street, Range 9 East, according to the recorded plat of ANN ARBOR LAND COMPANY'S ADDITION, 22.76 feet Westerly from the Northeast corner of said East Half of said Lots 1 and 2 and extending Southerly at an angle of 90 degrees 00 minutes with the centerline of Washington Street to an Intersection with the South line of said East half of said Lots 1 and 2, now being part of Lot 10 ASSESSOR'S PLAT NO. 27, City of Ann Arbor, Washtenaw County, Michigan, according to the plat thereof as recorded in Liber 9 of Plats, Page 18, Washtenaw County Records.

EASEMENT PARCEL:

Together with a right of way over the East 4 feet of the land adjacent thereto on the West, said 7.5 foot strip to be used as a joint driveway for the use of the owners or occupants of the land contiguous thereto, as created, limited and defined in instrument recorded in Liber 482, page 310, Washtenaw County Records.

Commonly known as: **606 E. Washington Street**, Ann Arbor
Tax Identification Number: 09-09-29-108-012

Parcels 5A + 5B

LOT 4 IN DANFORTH AND WILSON'S ADDITION TO THE VILLAGE (NOW CITY) OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, EXCEPTING A STRIP OF LAND 14 FEET EAST AND WEST OFF THE WEST SIDE OF SAID LOT HERETOFORE DEEDED TO ZEBEDEE WALDRON; ALSO EXCEPTING ALL THAT PART OF SAID LOT 4 HERETOFORE SOLD TO PETER MILLER OFF FROM THE EAST SIDE ALL IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, NOW KNOWN AS LOT 7, ASSESSOR'S PLAT NO. 27, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, **EXCEPT** PART OF LOT 7, ASSESSOR'S PLAT NO. 27, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 7; THENCE NORTH 00 DEGREES 03 MINUTES 41 SECONDS WEST, 42.71 FEET; THENCE NORTH 85 DEGREES 49 MINUTES 20 SECONDS WEST 14.67 FEET; THENCE SOUTH 04 DEGREES 11 MINUTES 58 SECONDS WEST 42.58 FEET; THENCE SOUTH 85 DEGREES 46 MINUTES 13 SECONDS EAST 17.85 FEET TO THE POINT OF BEGINNING.

Commonly known as **514 E. Washington Street**, Ann Arbor

Tax Identification Number:

Formerly part of 09-09-29-108-031

Now part of 09-09-29-108-037

(b) The MTF Screening Room Parcel referred to herein is described below:

DESCRIPTION AS SURVEYED OF MTF SCREENING ROOM PARCEL:

The following land (and after establishment of the 616 E. Washington condominium project, the condominium unit comprising the space principally located thereon) shall be considered the "MTF Screening Room Parcel" for purposes of this Agreement:

DESCRIPTION OF A 0.085 ACRE PARCEL (PART OF 603 E. LIBERTY STREET) OF LAND BEING A PART OF ASSESSOR'S PLAT NO. 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS, LOCATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

Parcel 5C:

PART OF LOTS 7, 8 AND 9 OF ASSESSOR'S PLAT NO. 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 9 OF PLATS, PAGE 18 OF WASHTENAW COUNTY RECORDS, COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, ASSESSOR'S PLAT NO. 27, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 9 OF PLATS, PAGE 18, WASHTENAW COUNTY RECORDS; THENCE NORTH 86 DEGREES 06 MINUTES 33 SECONDS WEST 4.39 FEET ALONG THE SOUTH LINE OF LOT 9 TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 06 MINUTES 33 SECONDS WEST 69.58 FEET ALONG THE SOUTH LINE OF LOTS 8 AND 9; THENCE NORTH 85 DEGREES 46 MINUTES 13 SECONDS WEST 17.85 FEET ALONG THE SOUTH LINE OF LOT 7; THENCE NORTH 04 DEGREES 11 MINUTES 58 SECONDS EAST 42.58 FEET; THENCE

SOUTH 85 DEGREES 49 MINUTES 20 SECONDS EAST 86.96 FEET ALONG THE NORTH SIDE OF BUILDING; THENCE SOUTH 03 DEGREES 34 MINUTES 19 SECONDS WEST 42.25 FEET ALONG THE EAST SIDE OF BUILDING TO THE POINT OF BEGINNING.

Commonly known as: portion of 603 E. Liberty, Ann Arbor
Tax Identification Number:

(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.

[Remainder of page intentionally left blank]

Execution by City of Ann Arbor

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:

Howard S. Lazarus, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

STATE OF MICHIGAN)
)ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this_day of _____, 2019 by Christopher Taylor, Mayor and Jacqueline Beaudry, City 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

Execution by Developer

Cerca Trova LLC,
a Michigan limited liability company

By: _____
Howard M. Frehsee, Manager

STATE OF MICHIGAN)
)ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Howard M. Frehsee, Manager of CERCA TROVA LLC, a Michigan limited liability company, on behalf of the company.

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

Acknowledgement and Agreement of Michigan Theater Foundation, Inc.

DEVELOPER has entered into an agreement (the "CT-MTF Agreement") with Michigan Theater Foundation, Inc., having an address of 603 E. Liberty, Ann Arbor, Michigan 48104, the owner of record of a portion of the property described above as the MTF Screening Room Parcel, to develop the property as a condominium. Michigan Theater Foundation, Inc. acknowledges the terms of the 616 E. Washington Development Agreement above, and understands that the entire property must be combined into a single parcel and remain combined as a single parcel (or included in a condominium consistent with the Michigan Condominium Act) for the Site Plan to remain in compliance with the City's ordinances, and may only be subsequently divided consistent with City and State laws when the Site Plan no longer controls the use and design of the Project and property. In accordance with the CT-MTF Agreement, Michigan Theater Foundation, Inc. agrees to permit the property to be submitted to the Project and also acknowledges and agrees that the 616 E. Washington Development Agreement shall run with the property and shall be binding on and inure to the benefit of any successors and assigns in ownership of the property.

Michigan Theater Foundation, Inc.,
a Michigan non-profit corporation

By: _____
Russell B. Collins
Its: Executive Director and Secretary

STATE OF MICHIGAN)
)ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Russell B. Collins, the Executive Director and Secretary of Michigan Theater Foundation, Inc., a Michigan non-profit corporation, on behalf of the corporation.

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

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