

## WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated May 11, 2018 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main St, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Morningside Lower Town, LLC (the "Developer"), a Michigan Limited Liability Company, whose address is 223 W. Erie, 3<sup>rd</sup> Floor, Chicago, IL 60654.

### RECITALS

- A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Eligible Property below that was duly approved by the Washtenaw County Board of Commissioners with concurrence from the City of Ypsilanti:
  - a. Located at 1140 Broadway Street, Ann Arbor, MI 48105.
  - b. Located in the City of Ann Arbor, Washtenaw County, Michigan
  - a. Tax Identification Number(s) 09-09-21-302-024, 09-09-21-302-046, 09-09-21-302-022, 09-09-21-302-047, 09-09-21-302-026, 09-09-21-302-049, 09-09-21-302-029, and 09-09-21-302-045 (the "Property"),
  - b. Legal Description provided in Exhibit B
- B. The Developer plans to redevelop the Property as follows:
  - a. The 1140 Broadway Redevelopment (Project) will be a multiple-phase, mixed-use urban community with approximately 530 rental units, approximately 86 for-sale condominium units, and 4,600 square feet of retail space. Studio, 1-bedroom, 2-bedroom, and live-work residential units will be incorporated in the development. Fifteen (15) affordable housing units will be reserved for renters earning 60% of the area median income (AMI) for a duration of 99 years.

The design incorporates many community amenities for the residents. Automobile parking will be primarily accommodated by two above grade parking structures located at Building A and on the ground floor of Building C. Generally, the Project also includes various improvements to the site and public rights-of-way (the "Improvements").
  - b. This will occur through the Developer incurring costs.
  - c. Total anticipated investment for the project is approximately \$146,000,000, which will create approximately 25 new full-time commercial, retail, leasing and maintenance jobs, and 200-250 construction jobs, increase the tax base within the County, and otherwise

enhance the economic vitality and quality of life within the City of Ann Arbor and Washtenaw County.

- C. The Developer will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan, Act 381, and according to the terms of this Agreement.
- D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.
- E. Act 381 permits the use of Tax Increment Revenue (“TIR”) to support the payment of interest on unreimbursed Eligible Costs.
- F. The Authority intends to fund the Local Brownfield Revolving Fund (“LBRF”) during and after the Developer Reimbursement period, as projected in the TIF tables included in the approved Brownfield Plan.
- G. In accordance with Act 381, the Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Property resulting from the redevelopment to reimburse the Developer for actual costs of Eligible Activities authorized by Act 381 and the approved Act 381 Work Plans, and to allow the Authority to fund the LBRF.
- H. The parties are entering into this Agreement to establish the terms, conditions and procedures for the reimbursement from TIR.

#### TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. Definitions - All terms included in this agreement are defined through Exhibit A “Definitions”
2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.
3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the Tax Increment Revenues (TIR) generated by the Improvements on the Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 13<sup>th</sup> tax year after start of tax capture, or as may subsequently be extended by amendment of this Agreement with consent of the City of Ann Arbor, after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan.

4. Eligible Activities – The Eligible Activities shall be as described in III. BROWNFIELD PLAN, subsection A. and Table 1, Brownfield Eligible Activities Cost Summary, in the Brownfield Plan, and are incorporated by reference into the Reimbursement Agreement.
5. Developer Reimbursable Eligible Costs – The maximum total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as described in Table 1 of the Brownfield Plan. The Total Developer Reimbursable Eligible Costs shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activities may differ from that described in the Brownfield Plan, as long as the Total Developer Reimbursable Eligible Costs are not exceeded within either MDEQ and/or MSF eligible activities.
6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR that are levied for both Local Taxes and Taxes for School Operating Purposes on the Property and any new personal property. The Authority will use those TIR to reimburse Developer's Reimbursable Eligible Costs in accordance with the Brownfield Plan, approved Act 381 Work Plans (See Exhibit D), and this Agreement.
7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:
  - a. Fifty percent (50%) of the taxes levied under the State Education Tax Act, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund.
  - b. Local and School Operating captured taxes in an amount of 3% of total annual captured TIR during reimbursement of Developer Reimbursable Eligible Costs, as identified in the Brownfield Plan, and will be allocated for deposit in the LBRF;
  - c. The balance of Local and School Operating captured TIR will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the Developer;
  - d. The Authority will then capture, after Developer has been fully reimbursed all eligible costs or after the capture limit described in Section 3 has been reached, whichever comes first, an amount equal to \$1,821,540 for deposit in the LBRF.
8. Eligible Costs Reimbursement – For those Eligible Costs for which Developer seeks reimbursement from the Authority, the Developer shall incur actual Eligible Costs and submit documentation to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs to perform the Eligible Activities, in accordance with the approved Brownfield Plan and Act 381 Work Plans. Eligible Activities being submitted for reimbursement shall not have occurred more than 24 months prior to the submittal date, with the exception of

environmental assessments, BEA, and other Department Specific Activities, as permitted by Act 381.

9. Interest – Interest is not included as an Eligible Cost in the Brownfield Plan.

10. Payments – Payments to Developer shall be made as follows:

- a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination and the reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.
- b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 60 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.
- c. The repayment obligation under this Agreement shall expire at the earliest of the following: i) payment by the Authority to Developer of all amounts due Developer under this Agreement; ii) after the maximum tax capture and reimbursement period, as described in Section 3 of the Terms and Conditions of this Agreement; or iii) expiration of the reimbursement period as defined in Act 381.
- d. The amount to be reimbursed under this Agreement shall not exceed the lower of the following:
  - i. The maximum amount of Developer Reimbursable eligible costs in the approved Brownfield Plan; and
  - ii. The maximum amount of Approved Eligible Costs as determined by this Agreement.

11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review the Authority’s decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.
12. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the Developer may take more than 30 days to complete, the Authority may permit the Developer to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.
13. Local Brownfield Revolving Fund – In accordance with Act 381, the Brownfield Plan, and Section 7 d. of this Agreement, the Authority will fund the LBRF using a portion of the TIR captured by the Authority during and after the period of reimbursement of Developer’s Eligible Costs. The Authority will capture and deposit into the LBRF an amount equal to 3% of the annual TIR during the reimbursement period plus \$1,821,540, as described in the approved Brownfield Plan.
14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, MDEQ or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations

under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least 24 hours' notice of requests under this paragraph. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the Developer.

15. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR regarding the Property to any tax levying unit, then the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall not reduce Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.
  
16. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.
  - a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
  
  - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
    - i. Contractual Liability
  
    - ii. Products and Completed Operations
  
    - iii. Independent Contractors Coverage
  
    - iv. Broad Form General Liability Endorsement or Equivalent

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
  - d. Environmental Impairment Liability Insurance shall be provided by Developer, Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including cleanup costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
  - e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.
17. Affordable Housing Units – The Developer, City of Ann Arbor, and Washtenaw County have mutually agreed that in consideration of Brownfield Tax Increment Financing support for the project, \$5,204,760 reimbursement for the MSF Eligible (Non-Environmental) Activity, Developer will provide 15 Affordable Housing Units to be made available to households earning 60% or less of the Area Median Income (as reported annually by the US Dept. of HUD for the metropolitan statistical area which includes Ann Arbor) for a period of 99 years, and the rent to be charged and the qualification of tenants for these Affordable Housing Units shall also be in compliance with the Income Limits and Affordable Housing Limits as published by HUD. The Developer shall enter into a subsequent agreement detailing the provision of the Affordable Housing Units with the City and/or County; such agreement shall be executed by the Developer prior to the reimbursement to Developer of any costs of Eligible Activities as described herein. The specific terms of the agreement between the City/County and the Developer regarding the requirement of affordable housing shall be included in a separate Affordability Agreement to be entered into by the City/County and the Developer, which at a minimum shall include the following specific provisions: a) The City of Ann Arbor, Developer, or their designee shall verify the income eligibility of the tenant using a form approved by the City, and the City of Ann Arbor or its designee shall certify that a renter is income eligible for an Affordable Housing Unit, and b) Affordable Housing Units shall be comparable to market-rate dwelling units in terms of size, appearance, finish and durability including appliances and equipment that are equivalent to market rate units. The Developer agrees to grant the City an option to lease up to 15 units at the property (i.e. 15 less the number that have been rented as affordable units), at a rent equal to the maximum monthly rent necessary to comply with the affordability requirement, which option would be exercisable in the event that the Developer fails to comply with its agreement to provide 15 affordable units, if such grant is requested by the City in order to assure the enforceability of

this obligation, or to provide another enforcement mechanism for the continuing provision of affordable housing that is mutually agreeable to by City/County and Developer. The Developer acknowledges that the agreement to provide the Affordable Housing Units, and the agreement to enter into an Affordability Agreement (conforming with the terms set forth herein) is a material inducement for the entry into this Agreement by the Authority and the approval thereof by the City, and that a failure by the Developer to provide such Affordable Housing Units in accordance with the terms hereof shall be considered a default under this Agreement, and the right of the Authority (and the City as a third party beneficiary) to exercise all remedies for a default provided for herein. Both parties agree that TIR reimbursement for the eligible activity specified above will be contingent on Developer providing all 15 units as agreed to; provided, however, that reimbursements in the amount of \$2,703,000 may be made prior to the completion of the Affordable Housing Units, and the disbursement of the remaining sum of \$2,501,760 comprising a portion of the private parking structure costs, shall be done on a pro-rata basis, as the Developer completes the Affordable Housing Units, with one half of such remaining sum to be eligible for reimbursement upon completion of eight (8) Affordable Housing Units in the first phase of the Project and the balance upon completion of the other seven (7) Affordable Housing Units in the third phase of the Project. Failure to deliver the Affordable Housing Units within the phases set forth above shall be considered a default hereunder.

18. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, to the extent caused by the negligent acts or omissions of the Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.
19. Freedom of Information Act – Developer understands that all communications, information, and/or documentation submitted by Developer may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

20. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
21. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for assignments by the Developer, in whole or in part, for the purposes of securing financing for the Project, or assignments to affiliates, which shall require notice but not the prior consent of the other parties.
22. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
23. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
24. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
25. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
26. Compliance with Applicable Law – Developer agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
27. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
28. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries. Notwithstanding the foregoing, the City of Ann Arbor is an express, third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions of this Agreement as if it was a party to the Agreement.
29. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

## **Exhibits**

Exhibit A – Definitions

Exhibit B – Legal Description

Exhibit C – Brownfield Plan

Exhibit D – Approved Act 381 Work Plans

Exhibit E – Eligible Costs Reimbursement Procedures

## EXHIBIT A - Definitions

- a. "Administrative Costs," as defined in Section 13b, Sub-Section 7 (a) (i) of Act 381
- b. "Baseline Environmental Assessment" as defined by Section 2(b) of Act 381.
- c. "Brownfield Plan" is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;
- d. "Approved Eligible Costs" – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.
- e. "Department Specific Activities" are defined by Section 2 (k) of Act 381;
- f. "Due Care Activities" are defined by Section 2 (l) of Act 381;
- g. "Eligible Activities" are defined by Section 2(n) of Act 381;
- h. "Eligible Costs" are those actual Eligible Activity costs being submitted to the Authority for approval.
- i. "Eligible Property" is defined by Section 2(o) of Act 381;
- j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.
- k. "Local Brownfield Revolving Fund", "LBRF" pursuant to Section 8 of Act 381.
- l. "Local Taxes" are defined by Section 2(aa) of Act 381;
- m. "Tax Increment Revenues" (TIR) are defined by Section 2(mm) of Act 381;
- n. "Taxes Levied for School Operating Purposes" is defined by Section 2(oo) of Act 381;
- o. "Work Plan" is defined by Section 2(rr) of Act 381.

## EXHIBIT B – Legal Description

PARCEL A: Commencing at the Northwest corner of Lot 30 of ASSESSOR'S PLAT NO. 32, as recorded in Liber 9, Page 45 of Plats, Washtenaw County Records; thence North 57 degrees 48 minutes 00 seconds East 15.86 feet along the Southerly right-of-way line of Broadway Street (variable width) to the point of beginning; thence continuing along said Southerly right-of-way line in the following two (2) courses: (1) North 57 degrees 48 minutes 00 seconds East 10.02 feet and (2) North 58 degrees 18 minutes 42 seconds East 33.55 feet (recorded as North 58 degrees 18 minutes 00 seconds East ); thence along the centerline of Traver's Creek in the following four (4) courses: (1) South 22 degrees 41 minutes 48 seconds East 13.78 feet (recorded as South 22 degrees 42 minutes 30 seconds East), (2) South 52 degrees 07 minutes 48 seconds East 51.77 feet (recorded as South 52 degrees 08 minutes 30 seconds East, (3) South 65 degrees 43 minutes 18 seconds East 29.31 feet (recorded as South 65 degrees 44 minutes 00 seconds East and (4) South 73 degrees 04 minutes 18 seconds East 50.81 feet (recorded as South 73 degrees 06 minutes 00 seconds East); thence North 37 degrees 31 minutes 42 seconds East 25.40 feet (recorded as North 37 degrees 31 minutes 00 seconds East); thence South 79 degrees 25 minutes 00 seconds East 177.53 feet along the Northeasterly line of Lot 25 of ASSESSOR'S PLAT NO. 32; thence South 31 degrees 16 minutes 00 seconds West 107.37 feet along the Northwesterly line of Ross Maiden Lane Apartments; thence North 58 degrees 44 minutes 00 seconds West 116.74 feet; thence South 76 degrees 16 minutes 00 seconds West 120.49 feet; thence North 32 degrees 12 minutes 00 seconds West 142.55 feet to the point of beginning. Being a part of Lots 25 and 30 of said ASSESSOR'S PLAT NO. 32, as recorded in Liber 9, Page 45 of Plats, Washtenaw County Records.

PARCEL B: Commencing at the Westerly corner of Lot 78, ASSESSOR'S PLAT NO. 33, as recorded in Liber 9, Page 46 of Plats, Washtenaw County Records; thence South 58 degrees 44 minutes 00 seconds East 653.70 feet along the Northerly right-of-way line of Maiden Lane (50 feet wide); thence North 31 degrees 16 minutes 00 seconds East 255.50 feet; thence North 58 degrees 44 minutes 00 seconds West 75.00 feet; thence North 31 degrees 16 minutes 00 seconds East 234.63 feet along the Northwesterly line of Ross Maiden Lane Apartments to the point of beginning; thence North 58 degrees 44 minutes 00 seconds West 13.39 feet to a point on the outside foundation line of a proposed parking garage; thence along said outside foundation line in the following eight (8) courses; (1) South 31 degrees 16 minutes 00 seconds West 225.17 feet, (2) South 58 degrees 44 minutes 00 seconds East 6.00 feet, (3) South 31 degrees 16 minutes 00 seconds West 9.50 feet, (4) North 58 degrees 44 minutes 00 seconds West 6.00 feet, (5) South 31 degrees 16 minutes 00 seconds West 93.46 feet, (6) North 58 degrees 44 minutes 00 seconds West 129.42 feet, (7) North 31 degrees 16 minutes 00 seconds East 90.29 feet and (8) South 58 degrees 44 minutes 00 seconds East 3.51 feet; thence along a common outside foundation line of said proposed parking garage with a proposed building in the following three (3) courses: (1) North 31 degrees 16 minutes 00 seconds East 219.90 feet, (2) North 76 degrees 16 minutes 00 seconds East 47.16 feet and (3) South 58 degrees 44 minutes 00 seconds East 94.44 feet; thence North 31 degrees 16 minutes 00 seconds East 53.16 feet; thence South 58 degrees 44 minutes 00 seconds East 11.50 feet; thence South 31 degrees 16 minutes 00 seconds West 68.57 feet along the Northwesterly line of said Ross Maiden Lane Apartments to the point of beginning. Being a part of Lot 83 of said ASSESSOR'S PLAT NO. 33, as recorded in Liber 9, Page 46 of Plats, and a part of Lot 25 and 28 of said ASSESSOR'S PLAT NO. 32, as recorded in Liber 9, Page 45 of Plats, Washtenaw County Records.

PARCEL C: Beginning at the Westerly corner of Lot 78 of ASSESSOR'S PLAT NO. 33, as recorded in Liber 9, Page 46 of Plats, Washtenaw County Records; thence Northeasterly along the Southerly right-of-way line of Broadway Street in the following three courses: North 57 degrees 48 minutes 00 seconds East 564.63 feet, North 01 degrees 45 minutes 27 seconds East 20.50 feet and North 57 degrees 48 minutes 00 seconds East 15.86 feet; thence South 32 degrees 12 minutes 00 seconds East 142.55 feet; thence North 76 degrees 16 minutes 00 seconds East 120.49 feet; thence South 58 degrees 44 minutes 00 seconds East 105.24 feet; thence South 31 degrees 16 minutes 00 seconds West 53.16 feet to a point on the outside foundation line of a proposed parking garage common with the foundation line of a proposed building; thence along said common foundation line in the following three courses: North 58 degrees 44 minutes 00 seconds West 94.44 feet; South 76 degrees 16 minutes 00 seconds West 47.16 feet and South 31 degrees 16 minutes 00 seconds West 219.90 feet; thence along the outside foundation line of said proposed garage in the following eight courses: North 58 degrees 44 minutes 00 seconds West 3.51 feet, South 31 degrees 16 minutes 00 seconds West 90.29 feet, South 58 degrees 44 minutes 00 seconds East 129.42 feet, North 31 degrees 16 minutes 00 seconds East 93.46 feet, South 58 degrees 44 minutes 00 seconds East 6.00 feet, North 31 degrees 16 minutes 00 seconds East 9.50 feet, North 58 degrees 44 minutes 00 seconds West 6.00 feet, and North 31 degrees 16 minutes 00 seconds East 225.17 feet; thence South 58 degrees 44 minutes 00 seconds East 13.39 feet; thence South 31 degrees 16 minutes 00 seconds West 234.63 feet along the Northwesterly line of Ross Maiden Lane Apartments; thence South 58 degrees 44 minutes 00 seconds East 75.00 feet; thence South 31 degrees 16 minutes 00 seconds West 255.50 feet along the West right-of-way line of Nielsen Court; thence North 58 degrees 44 minutes 00 seconds West 653.70 feet along the Northerly right-of-way line of Maiden Lane to the point of beginning. Being Lots 26, 27 and 29 and a portion of Lots 25, 28 and 30 of ASSESSOR'S PLAT NO. 32, as recorded in Liber 9, Page 45 of Plats, Washtenaw County Records and Lots 72 through 82, inclusive, Lots 84 through 87, inclusive, and a part of Lot 83 and a vacated alley of ASSESSOR'S PLAT NO. 33, as recorded in Liber 9, Page 46 of Plats, Washtenaw County Records.

PARCEL D: Lots 70 through 72, ASSESSOR'S PLAT NO. 48, as recorded in Liber 16, Page 55 of Plats, Washtenaw County Records. EXCEPT that part of Lot 70 deeded to the City of Ann Arbor in Liber 1832, Page 131.

PARCEL E: Lot 73, ASSESSOR'S PLAT NO. 48, as recorded in Liber 16, Page 55 of Plats, Washtenaw County Records.

## EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

## EXHIBIT E – Eligible Costs Reimbursement Procedures

### Reimbursement of Eligible Costs Certification

- a. For those Eligible Costs for which Developer seeks reimbursement from the Authority, Developer shall submit to the Authority any of the following as may be required by Authority representatives:
  - i. A written statement detailing the costs.
  - ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.
  - iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 24 months prior to the date submitted.
  - iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.
  - v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.
  - vi. A statement from the engineer and project manager overseeing the work recommending payment.
  - vii. Any other information which may be required by state authorities or reasonably required by the Authority.