

**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT**

This First Amendment to Reciprocal Easement Agreement ("Amendment") is entered into this _____ day of July, 2018 (the "Effective Date") by and between Morningside Broadway, LLC, a Michigan limited liability company, 1149 Broadway, Ann Arbor, Michigan 48105 ("MB") Morningside Maiden Lane, LLC, a Michigan limited liability company, 1149 Broadway, Ann Arbor, Michigan 48105 ("MM") and Morningside Nine99, LLC, a Michigan limited liability company, 1149 Broadway, Ann Arbor, Michigan 48105 ("Nine99"). MB, MM and Nine99, together and their successors and assigns, are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

R E C I T A L S

A. MB and Nine99 entered into a certain Reciprocal Easement Agreement dated May 18, 2018, recorded May 25, 2018 in Liber 5258, Page 806, Washtenaw County Records ("REA"), for the purpose of providing for a variety of easements to facilitate the effective development, construction, marketing, utilization and operation of property described therein as the Commercial Property and the Condominium Property.

B. The Commercial Property described in the REA has now been divided into two parcels of which MB has retained ownership of a portion (described in Exhibit A-1 attached as Commercial Property 1) and the balance of which (described in Exhibit A-2 attached as Commercial Property 2) has been conveyed to MM.

C. Pursuant to and In accordance with Article I, Section 7 and Article V, Section 8 of the REA, the REA is herein amended to describe the Commercial Property as divided and to incorporate MM as a new Party to the REA.

D. The REA is also amended to incorporate the revised Shared Access Drive and the revised Shared Storm Water Drainage System.

NOW, THEREFORE, in consideration of the foregoing, the terms, covenants and conditions of this Amendment, the Parties agree as follows:

1. The Commercial Property legal description is replaced with the legal descriptions for "Commercial Property 1" and "Commercial Property 2" set forth in and depicted in Exhibit A attached to this Amendment. All references in the REA to "Commercial Property" shall mean Commercial Property 1 and Commercial Property 2, collectively, unless otherwise set forth in this Amendment.

2. The Sharing Percentages set forth in Article I, Section 7 of the REA shall be replaced with the following:

Assuming 86 units are created in the Condominium:

Condominium Property =	24.31%
Commercial Property 1 =	36.52%
Commercial Property 2 =	<u>39.17%</u>
	100.00%

Assuming 71 units are created in the Condominium:

Condominium Property =	21.04%
Commercial Property 1 =	38.10%
Commercial Property 2 =	<u>40.86%</u>
	100.00%

3. Article I, Section 6 of the REA shall be placed with the following:

Section 6. Property or Properties. "Properties" shall mean and refer collectively to the real property described in Exhibits "A-1", "A-2" and "B" attached hereto. "Property" shall mean a specific real property within the Properties.

4. Article II, Sections 1a and b of the REA shall be replaced with the following:

a. MB hereby grants to Nine99 and MM and their Permitted Users, and MM hereby grants to Nine99 and MB and their Permitted Users, a perpetual, non-exclusive easement for pedestrian and vehicular (both commercial and non-commercial) passage in, on, over, and across the portion of the "Shared Access Drive" that is labeled as such on the plan attached hereto in Exhibit C-1 (Depiction of the Shared Access Drive and Shared Parking Spaces) and located within the portion of the Commercial Property that MB and MM respectively own, for the purpose of ingress and egress to and from the Properties and the public right-of-way in Maiden Lane, Broadway Street and Nielsen Court. The Shared Access Drive also includes the sidewalks located within the Shared Access Drive. MB hereby further grants to Nine99 and MM, and their Permitted Users, a perpetual, non-exclusive easement for use of certain surface parking spaces located within Commercial Property 1 and labeled on Exhibit C-1 as the "Shared Parking Spaces"; provided, however, MB reserves the right, in its sole and absolute discretion, to designate up to fifteen (15) of the Shared Parking Spaces for the exclusive use by retail tenants of the Commercial Property 1 and/or Commercial

Property 2 during business hours. Likewise, MM hereby grants to Nine99 and MB, and their Permitted Users, a perpetual, non-exclusive easement for use of certain surface parking spaces located within Commercial Property 2 and labeled on Exhibit C-1 as the “Shared Parking Spaces”. Nine99, MB and MM acknowledge by virtue of entering into this Agreement, that the Shared Access Drive and Shared Parking Spaces are amenities that benefit and add value to the Condominium Property, the Commercial Property 1 and Commercial Property 2, respectively.

b. Nine99 hereby grants to MB and MM, and its Permitted Users, a perpetual, non-exclusive easement for pedestrian and vehicular (both commercial and non-commercial) passage in, on, over, and across the portion of the “Shared Access Drive” depicted in Exhibit C-1 attached and located within the Condominium Property, for the purpose of ingress and egress to and from the Properties and the public right-of-way in Maiden Lane, Broadway Street and Nielsen Court. Nine99 hereby further grants to MB and MM, and their Permitted Users, a perpetual, non-exclusive easement for use of certain surface parking spaces located within the Condominium Property and depicted in Exhibit C-1 attached.

5. Article II, Sections 2a and b of the REA shall be replaced with the following:

a. MB hereby grants to Nine99 and MM, and their Permitted Users, a perpetual, non-exclusive easement for use of the storm water drainage system located within Commercial Property 1, including without limitation the detention vault, and shared by the Condominium Property, Commercial Property 1 and Commercial Property 2 as depicted in Exhibit C-2 attached (Depiction of the Shared Storm Water Drainage System). Likewise, MM hereby grants to Nine99 and MB, and their Permitted Users, a perpetual, non-exclusive easement for use of the storm water drainage system located within Commercial Property 2, and shared by the Condominium Property, Commercial Property 1 and Commercial Property 2 as depicted in Exhibit C-2. Nine99, MB and MM each acknowledge by virtue of entering into this Agreement, that the shared storm water drainage system depicted in Exhibit C-2 and improvements located therein are amenities that benefit and add value to the Condominium Property, Commercial Property 1 and Commercial Property 2, respectively.

b. Nine99 hereby grants to MB and MM, and their Permitted Users, a perpetual, non-exclusive easement for use of the storm water drainage system located within the Condominium Property and shared by the Condominium Property, Commercial Property 1 and Commercial Property 2 as depicted in Exhibit C-2 attached.

6. Article II, Section 3 of the REA shall be replaced with the following:

a. Located within Commercial Property 1 is an area designated in Exhibit C-3 (Depiction of the Shared Landscape Area) as a “Landscape Easement, which includes a public access easement, public pedestrian path and watercourse located therein. Nine99, MB and MM acknowledges by virtue of entering into this Agreement, that the Shared Landscape Area and improvements located therein are amenities that benefit and add value to the Condominium Property, Commercial Property 1 and Commercial Property 2, respectively.

7. Article II, Section 4 of the REA shall be replaced with the following:

Section 4. Commencement of Payment Obligation. The obligation of the Owners of the Condominium Property and Commercial Property 2 to reimburse MB as required in this Article II shall commence when construction on one of the Commercial Properties commences.

8. The last sentence in Article II, Section 8 of the REA shall be replaced with the following: Nine99 and MM hereby grant to MB access to the areas described above that are located within the Condominium Property or the Commercial Property 2, respectively, for the purpose of removal of snow.

9. Article II, Section 9 of the REA shall be replaced with the following:

Section 9. Access Easements. MB, MM and Nine99 reserve the right to grant access easements to governmental entities over, under and across the portion of the Shared Access Drive and the Property they respectively own for the benefit of governmental agencies as may be needed for any of them to gain access in order to monitor, maintain, repair and replace the permeable reactive barrier to be located within the boundaries of the Commercial Property. Any such grant of easement(s) shall be made without the consent of any other Owner, mortgagee or other person or entity. All of the Owners and any mortgagees and other persons or entities interested or to become interested in any of the Properties from time to time irrevocably consent to the grant of these easements.

10. The first sentence in Article III, Section 1 of the REA shall be replaced with the following: MB, MM and Nine99 hereby covenant, and each Property Owner, by acquisition of title thereto, is deemed to covenant and agree, to pay to MB annual assessments or charges, such assessments to be established and collected as hereinafter provided.

11. Article III, Sections 4 and 5 of the REA shall be replaced with the following:

Section 4. Lien. If at any time Nine99 or a subsequent Owner of the Condominium Property or MM or a subsequent owner of Commercial Property 2 fails to pay a monthly assessment by the first of a month, then, in addition to any other rights or remedies MB may have, MB shall have a lien against the Condominium Property and Commercial Property 2, respectively, and once the Condominium is created, all units in the Condominium, to secure the repayment of such sum of money and all interest on such sum accruing. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full. The liens provided for in this Section 4 shall be subordinate to any first mortgages or tax liens from any municipal, state or federal authority on the Condominium Property and the Commercial Property 2, respectively. Each Owner waives any and all rights to trial by jury in any suit, action or proceeding brought by MB to enforce collection of any monies owed under this Agreement by the Owner of the Condominium Property or the Owner of Commercial Property 2, respectively, to MB. Such liens may be foreclosed in the same manner and in accordance with the same procedures as real estate mortgages according to the laws of the State of Michigan. To the fullest extent

permitted under applicable law, the lien on individual condominium units in favor of MB for the non-payment of assessments shall have priority over any lien in favor of the Owners' Association for non-payment of Association assessments.

Section 5. Collection of Expenses. The expenses incurred in collecting unpaid amounts required to be paid pursuant to Article II above and this Article III with respect to the Condominium Property, including interest, costs and attorneys' fees and advances for taxes and other liens, to protect the lien shall be chargeable to Nine99 when in default and shall be secured by the lien on the Condominium Property and all individual units comprising same. Likewise, the expenses incurred in collecting unpaid amounts required to be paid pursuant to Article II above and this Article III with respect to Commercial Property 2, including interest, costs and attorneys' fees and advances for taxes and other liens, to protect the lien shall be chargeable to MM when in default and shall be secured by the lien on Commercial Property 2. No Owner may waive or otherwise escape liability for the payment obligations set forth in Article II above and this Article III by nonuse of the easements created herein, or by abandonment of its Property.

12. Article III, Section 7 of the REA shall be replaced with the following:

Section 7. Year-end Accounting. Within ninety (90) days after the close of each calendar year or as soon thereafter as practicable, MB shall calculate the actual amount of expenses payable for the subject calendar year and apply them to the each Sharing Percentage. If the aggregate amount of the assessments paid by Nine99 during the subject calendar year was lesser or greater than the Share Percentage required of Nine99, then the difference shall be paid by Nine99 to MB or refunded by MB to Nine99 (or credited against any other amounts due or to become due from Nine99 to MB), as the case may be, within thirty (30) days of the date of MB's written notice as to the actual costs for the subject calendar year. Nine99's obligation to pay any deficiency hereunder, and MB's obligation to refund (or credit) any excess payment hereunder, shall be subject to the remedies set forth in Sections 3, 4 and 5 above, provided, however, the decision as to whether to refund or credit the excess collections should be at the sole discretion of MB. Likewise, if the aggregate amount of the assessments paid by MM during the subject calendar year was lesser or greater than the Share Percentage required of MM, then the difference shall be paid by MM to MB or refunded by MB to MM (or credited against any other amounts due or to become due from MM to MB), as the case may be, within thirty (30) days of the date of MB's written notice as to the actual costs for the subject calendar year. MM's obligation to pay any deficiency hereunder, and MB's obligation to refund (or credit) any excess payment hereunder, shall be subject to the remedies set forth in Sections 3, 4 and 5 above, provided, however, the decision as to whether to refund or credit the excess collections should be at the sole discretion of MB.

13. Article IV of the REA shall be replaced with the following:

BROADWAY STREET IMPROVEMENTS

The City of Ann Arbor will be granting the right, through a separate license agreement ("License Agreement"), for MB to construct, install, operate and maintain certain improvements within a portion of Broadway Street. Nine99, MB

and MM acknowledge by virtue of entering into this Agreement, that these improvements are amenities that benefit and add value to the Condominium Property, Commercial Property 1 and Commercial Property 2, respectively. The proposed location where these improvements will be located is identified in the plan attached hereto as Exhibit C-4 (Depiction of the Broadway Gateway) ("Broadway Gateway"). The terms for maintenance, repair, and replacement of the improvements in the Broadway Gateway will be set forth in the License Agreement and will be shared by the Properties based on the Sharing Percentages defined herein. All maintenance, repair and replacement of the improvements in the Broadway Gateway, including without limitation snow removal and landscaping, is the responsibility of MB and the cost therefor shall be shared by the Properties in accordance with the Sharing Percentages and incorporated in the annual budget to be prepared by MB in accordance with Article III above.

14. Article V, Section 6 of the REA shall be replaced with the following:

Section 6. No Waiver. No delay or omission of MB in the exercise of any right accruing upon default by Nine99 or by MM shall impair any such right or be construed to be a waiver thereof.

15. The last sentence in Article V, Section 9 of the REA shall be replaced with the following:

MB shall provide notice to Nine99 and MM within five (5) business days after MB obtains knowledge of the Force Majeure Event, specifying the cause which prevents MB's performance and estimating the period of expected delay.

16. Article V, Section 10 of the REA shall be replaced with the following:

Section 10. Failure to Maintain. If MB fails to timely carry out any of MB's obligations, and such failure continues for thirty (30) days after written notice (except in the case of an emergency as to which either Nine99 or MM may specify any shorter time period reasonably necessary in light of the nature of the emergency), Nine99 and MM, individually or collectively, shall have the right (but not the duty) to carry out the MB obligation(s) set forth in this Agreement for which MB has failed to timely carry out. Notwithstanding the foregoing, the thirty (30) day period may be extended if MB has commenced performance during the thirty (30) day period, but such performance cannot be reasonably completed within the thirty (30) day period; then, the period for performance shall be extended as is reasonably necessary for MB to complete the work, and Nine99 or MM, after the extended period, shall provide MB with five (5) business days' written notice and cure period prior to Nine99's or MM's right to exercise its rights under this paragraph. To the extent Nine99 or MM elect to carry out any of the MB obligation(s) for which MB has failed to timely carry out, it shall have (i) the same reimbursement and collection rights against MB that MB has against Nine99 and MM as set forth Articles II and III of this Agreement and, (ii) the access rights over the Commercial Property 1 as reasonably needed to accomplish the obligation(s).

17. Article VII of the REA shall be replaced with the following:

DEVELOPMENT AGREEMENT

The Properties are subject to the terms, conditions, restrictions and provisions of the 1140 Broadway Development Agreement to be entered into by and between the City of Ann Arbor and Morningside Lower Town, LLC (to be assigned to others) ("Development Agreement"). Pursuant to paragraph (P-2) of the Development Agreement, every Owner of a Property shall pay a pro-rata share of the cost of installation of Improvements, as defined in the Development Agreement, that are installed by the City but that in the first instance are the obligation of MB to install. Further pursuant to paragraph (P-16) of the Development Agreement, every Owner of a Property shall pay a pro-rata share of the cost of construction, repair and/or maintenance of the private on-site storm water management system undertaken by the City but that in the first instance is the obligation of MB. Further, the City retains a lien for any such work attributable to MB on each of the Properties and may be collected as a single tax parcel assessment as provided in Chapter 13 of the City of Ann Arbor City Code. To the extent permitted by law, Nine99 shall indemnify and save harmless MB from and against all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from Nine99's failure to perform its obligation under the Development Agreement. Additionally, to the extent permitted by law, MM shall indemnify and save harmless MB from and against all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from MM's failure to perform its obligation under the Development Agreement.

18. Proposed to be located within Commercial Property 1 is a parking deck. The Owner and Permitted Users of Commercial Property 2 shall have the right to use certain of the parking spaces in the parking deck once constructed as required for Commercial Property 2 to be in compliance with the City of Ann Arbor's applicable ordinances and codes. MB may, by a subsequent instrument prepared and recorded in its discretion without the consent of MM, specifically define by legal description the easements for access and parking reserved herein and to provide a formula to fairly assess to the Owner of Commercial Property 2 costs associated with the maintenance, repair and replacement of the shared driveway and parking deck.
19. Exhibits C-1 and C-2 to the REA are replaced with Exhibits C-1 and C-2 attached to this Amendment for the purpose of depicting the revised location of the Shared Access Drive and Shared Storm Water Drainage System, respectively.
20. As amended herein, the REA shall remain in full force and effect.

MORNINGSIDE BROADWAY, LLC,
a Michigan limited liability company

By: _____
Ronald S. Mucha, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

This Amendment to Reciprocal Easement Agreement was acknowledged before me this _____ day of July, 2018, by Ronald S. Mucha, Member of Morningside Broadway, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public

County, Michigan
Acting in _____
County, Michigan
My Commission Expires: _____

MORNINGSIDE MAIDEN LANE, LLC,
a Michigan limited liability company

By: _____
Ronald S. Mucha, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

This Amendment to Reciprocal Easement Agreement was acknowledged before me this _____ day of July, 2018, by Ronald S. Mucha, Member of Morningside Maiden Lane, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public

County, Michigan
Acting in _____
County, Michigan
My Commission Expires: _____

MORNINGSIDE NINE99, LLC,
a Michigan limited liability company

By: _____
Ronald S. Mucha, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

This Amendment to Reciprocal Easement Agreement was acknowledged before me this _____ day of July, 2018, by Ronald S. Mucha, Member of Morningside Nine99, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public

County, Michigan
Acting in _____
My Commission Expires: _____
County, Michigan

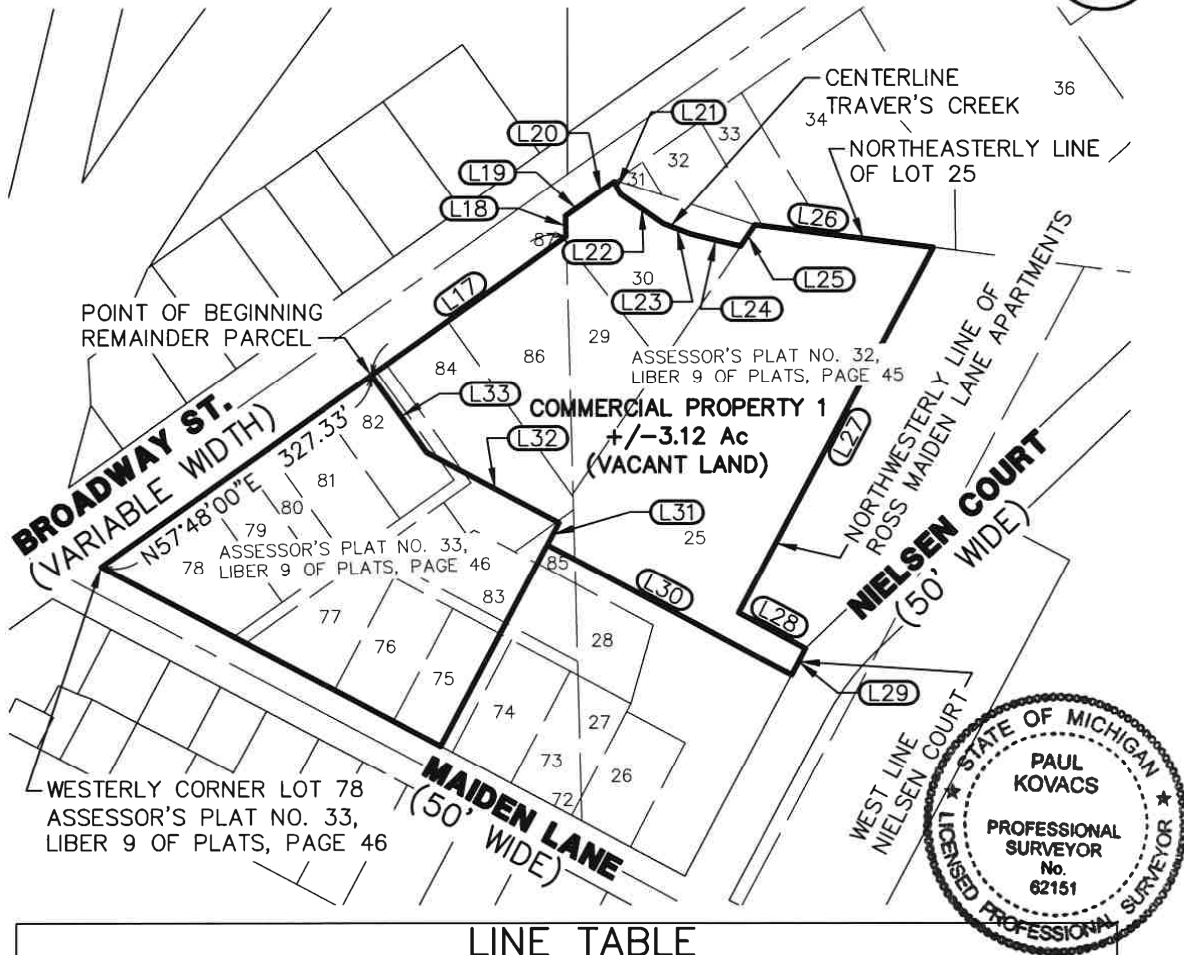
Prepared by and when recorded return to:

C. Kim Shierk
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Avenue, Suite 300
Birmingham, MI 48009
(248) 642-0333

EXHIBIT A-1 and A-2
COMMERCIAL PROPERTY 1 AND COMMERCIAL PROPERTY 2
LEGAL DESCRIPTIONS AND DEPICTIONS
SEE ATTACHMENT

EXHIBIT A1 - COMMERCIAL PROPERTY 1 LEGAL DESCRIPTION AND DEPICTION

LAND DIVISION SURVEY OF A PARCEL OF LAND LOCATED IN THE
SOUTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN



LINE TABLE

LINE	BEARING (m)	BEARING (r)	DISTANCE	LINE	BEARING (m)	BEARING (r)	DISTANCE
L17	N57°48'00"E		237.30'	L25	N37°31'42"E	N37°31'00"E	25.40'
L18	N01°45'27"E		20.50'	L26	S79°25'00"E		177.53'
L19	N57°48'00"E		25.88'	L27	S31°16'00"W		410.58'
L20	N58°18'42"E	N58°18'00"E	33.55'	L28	S58°44'00"E		74.99'
L21	S22°41'48"E	S22°42'30"E	13.78'	L29	S31°16'00"W		29.50'
L22	S52°07'48"E	S52°08'30"E	51.77'	L30	N58°44'00"W		274.67'
L23	S65°43'18"E	S65°44'00"E	29.31'	L31	N31°16'00"E		24.98'
L24	S73°04'18"E	S73°06'00"E	50.81'	L32	N58°44'00"W		148.80'
				L33	N32°14'33"W		93.87'



CLIENT: Morningside Lower Town, LLC	DATE: 05/04/18	 Paul Kovacs PROFESSIONAL LAND SURVEYOR NO. 62151
JOB NO.: 16196	SHEET 3 OF 6	
SECTION: 21 TOWN: 02S RANGE: 06E	SCALE: 1in.= 150 ft.	
CITY OF ANN ARBOR	BOOK: 486	
WASHTENAW COUNTY, MICHIGAN	BY: pk	
 MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON January 10, 2018 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

EXHIBIT A1 – COMMERCIAL PROPERTY 1 LEGAL DESCRIPTION AND DEPICTION

LAND DIVISION SURVEY OF A PARCEL OF LAND LOCATED IN THE
SOUTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN



LEGAL DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼
OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR,
WASHTENAW COUNTY, MICHIGAN

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 (variable
width) in the following four (4) courses:

(1) N 57°48'00" E 564.63 feet,

(2) N 01°45'27" E 20.50 feet,

(3) N 57°48'00" E 25.88 feet

and (4) N 58°18'42" E 33.55 feet (recorded as N 58°18'00" E);

thence along the centerline of Traver's Creek in the following four (4) courses:

(1) S 22°41'48" E 13.78 feet (recorded as S 22°42'30" E),

(2) S 52°07'48" E 51.77 feet (recorded as S 52°08'30" E),

(3) S 65°43'18" E 29.31 feet (recorded as S 65°44'00" E)

and (4) S 73°04'18" E 50.81 feet (recorded as S 73°06'00" E);

thence N 37°31'42" E 25.40 feet (recorded as N 37°31'00" E);

thence S 79°25'00" E 177.53 feet along the Northeasterly line of Lot 25 of
ASSESSOR'S PLAT NO. 32, as recorded in Liber 9, Page 45 of Plats,
Washtenaw County Records;

thence S 31°16'00" W 410.58 feet along the Northwesterly line of Ross Maiden Lane
Apartments;

thence S 58°44'00" E 74.99 feet;

thence S 31°16'00" W 29.50 along the West right-of-way line of Nielsen Court;

thence N 58°44'00" W 274.67 feet;

thence S 31°16'00" W 226.00 feet;

thence N 58°44'00" W 379.03 feet along the Northerly right-of-way line of Maiden Lane
to the POINT OF BEGINNING. Being part of Lot 25 and Lots 26 through 30,
inclusive, of ASSESSOR'S PLAT NO. 32, as recorded in Liber 9, Page 45 of
Plats, Washtenaw County Records and part of Lots 75, 83, and 85, and Lots 76
through 82, inclusive, and Lots 84 and 86, and a vacated alley of ASSESSOR'S
PLAT NO. 33, as recorded in Liber 9, Page 46 of Plats, Washtenaw County
Records and containing 4.99 acres of land, more or less. Subject to easements
and restrictions of record, if any.



BASIS OF BEARING – BEARINGS BASED ON ASSESSOR'S PLAT NO. 33, AS
RECORDED IN LIBER 9, PAGE 46 OF PLATS, WASHTENAW COUNTY RECORDS

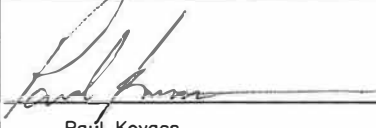

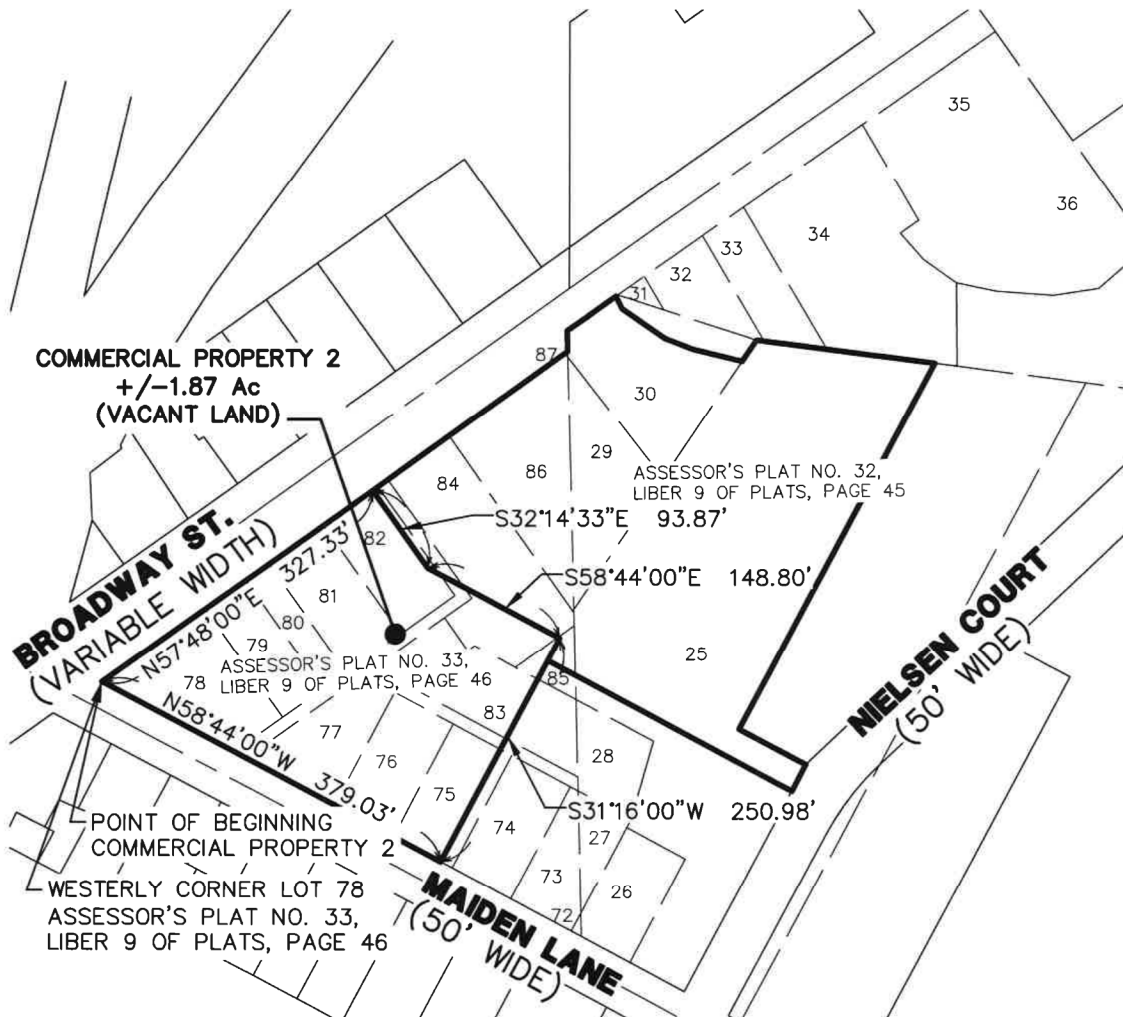


CLIENT: Morningside Lower Town, LLC	DATE: 05/04/18	 Paul Kovacs PROFESSIONAL LAND SURVEYOR NO. 62151
JOB NO.: 16196	SHEET 4 OF 6	
SECTION: 21 TOWN: 02S RANGE: 06E	SCALE: 1 in. = 150 ft.	
CITY OF ANN ARBOR	BOOK: 486	
WASHTENAW COUNTY, MICHIGAN	BY: pk	
 <p>M I D W E S T E R N C O N S U L T I N G</p> <p>3815 Plaza Drive, Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</p> <p>Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>		I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON January 10, 2018 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

EXHIBIT A2 – COMMERCIAL PROPERTY 2 LEGAL DESCRIPTION AND DEPICTION

LAND DIVISION SURVEY OF A PARCEL OF LAND LOCATED IN THE
SOUTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN



CLIENT: Morningside Lower Town, LLC	DATE: 05/04/18	 Paul Kovacs PROFESSIONAL LAND SURVEYOR NO. 62151
JOB NO.: 16196	SHEET 2 OF 6	
SECTION: 21 TOWN: 02S RANGE: 06E	SCALE: 1in. = 150 ft.	
CITY OF ANN ARBOR	BOOK: 486	
WASHTENAW COUNTY, MICHIGAN	BY: pk	I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON January 10, 2018 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.
 MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

**LAND DIVISION SURVEY OF A PARCEL OF LAND LOCATED IN THE
SOUTHWEST 1/4 OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST,
CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN**



**LEGAL DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4
OF SECTION 21, TOWN 2 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR,
WASHTENAW COUNTY, MICHIGAN**

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 (variable width) N 57°48'00" E 327.33 feet;

thence S 32°14'33" E 93.87 feet;



thence S 58°44'00" E 148.80 feet;

thence S 31°16'03" W 250.98 feet;

thence N 58°44'00" W 379.03 feet along the Northerly right-of-way line of Maiden Lane to the POINT OF BEGINNING. Being part of Lots 75, 83, 82 and 85, and Lots 76 through 81, inclusive, and a vacated alley of ASSESSOR'S PLAT NO. 33, as recorded in Liber 9, Page 46 of Plats, Washtenaw County Records and containing 1.87 acres of land, more or less. Subject to easements and restrictions of record, if any.



**BASIS OF BEARING – BEARINGS BASED ON ASSESSOR'S PLAT NO. 33, AS
RECORDED IN LIBER 9, PAGE 46 OF PLATS, WASHTENAW COUNTY RECORDS**

CLIENT: Morningside Lower Town, LLC	DATE: 05/04/18	 Paul Kovacs PROFESSIONAL LAND SURVEYOR NO. 62151
JOB NO.: 16196	SHEET 5 OF 6	
SECTION: 21 TOWN: 02S RANGE: 06E	SCALE: 1in. = 150 ft.	
CITY OF ANN ARBOR	BOOK: 486	
WASHTENAW COUNTY, MICHIGAN	BY: pk	
 M I D W E S T E R N C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON January 10, 2018 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

EXHIBITS C-1 and C-2

**DEPICTIONS OF THE SHARED ACCESS DRIVE AND SHARED STORM WATER
DRAINAGE SYSTEM**

SEE ATTACHMENT

EXHIBIT C1 – DEPICTION OF THE SHARED ACCESS DRIVE AND SHARED PARKING

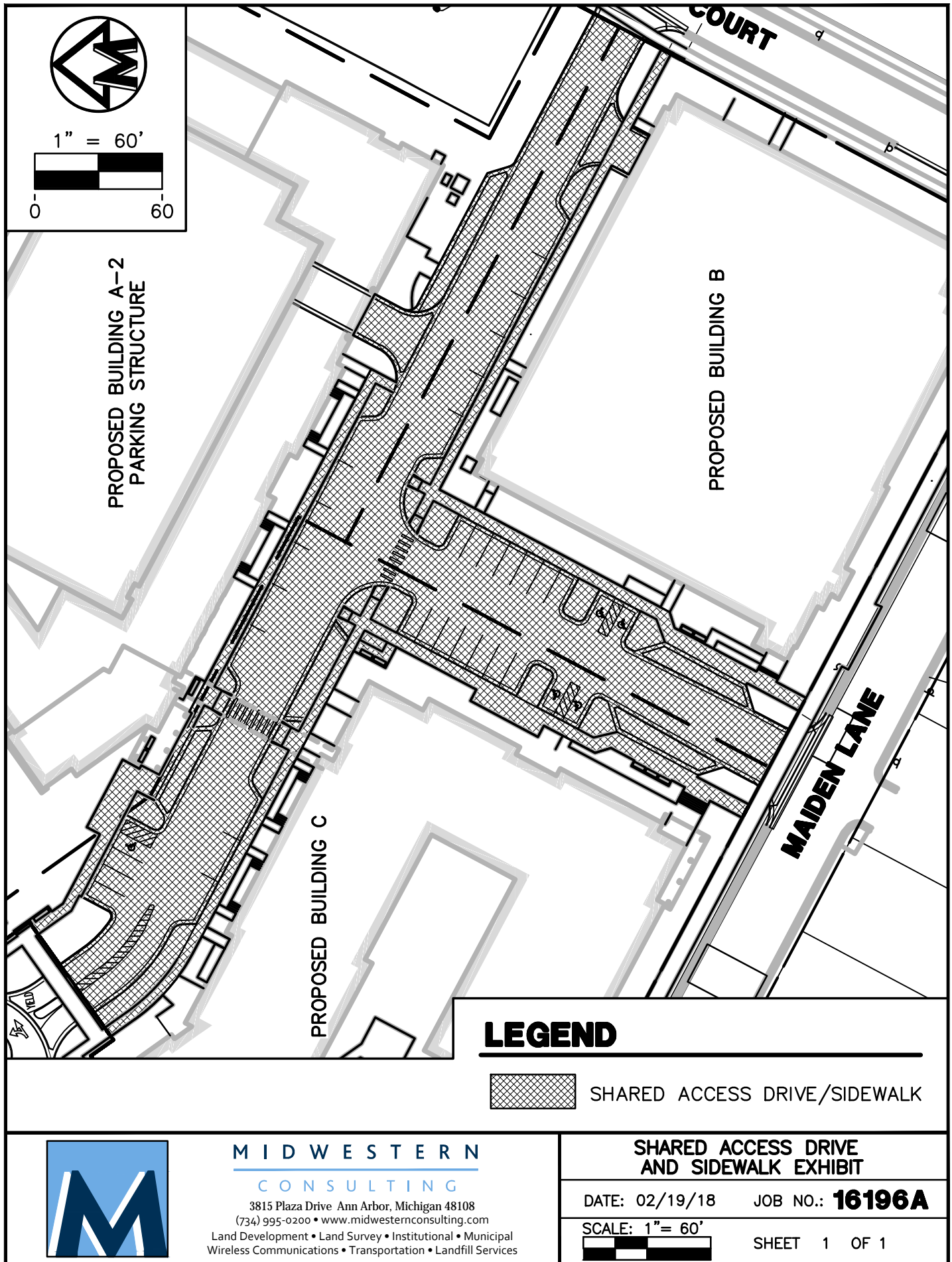
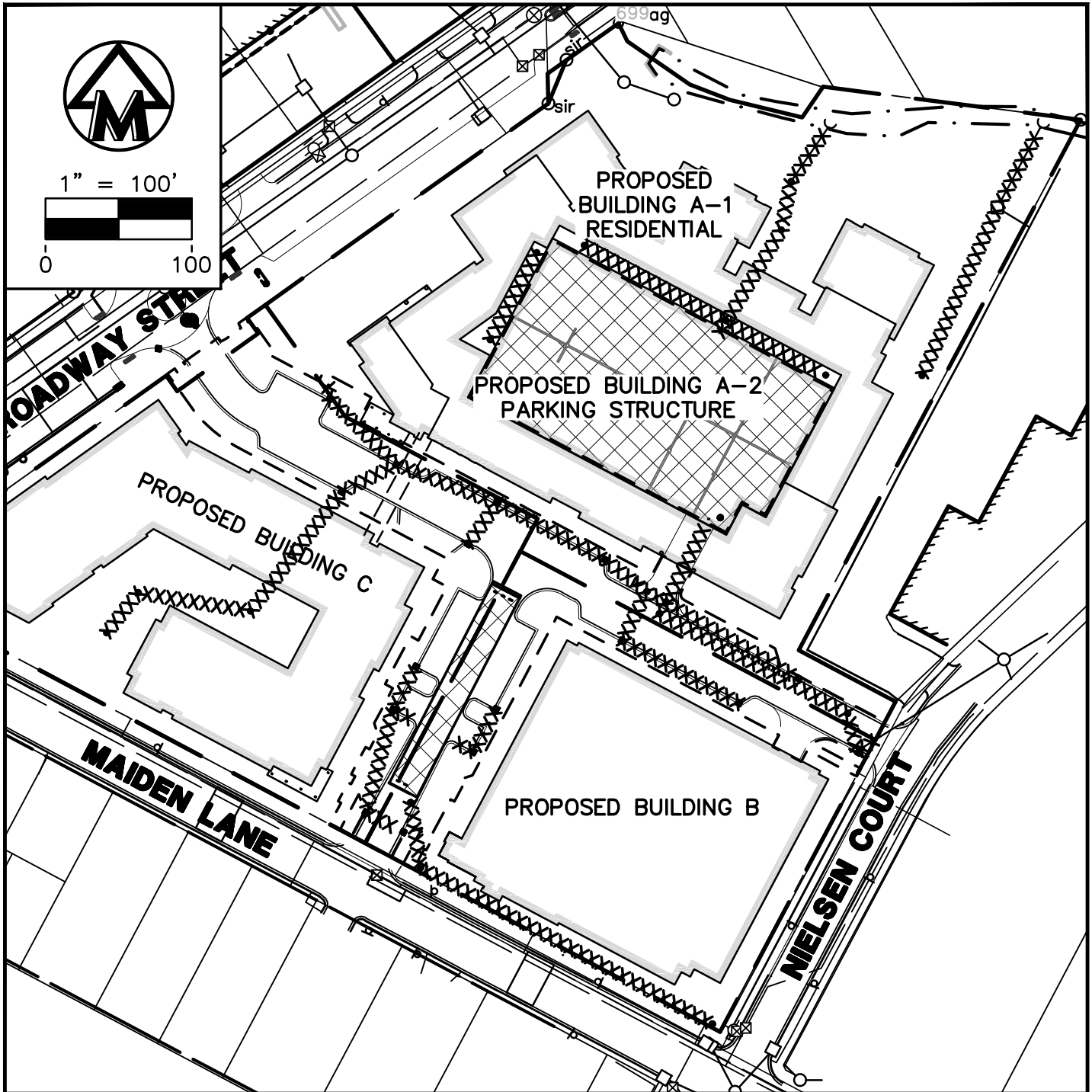


EXHIBIT C2 – DEPICTION OF THE SHARED STORM WATER DRAINAGE SYSTEM



LEGEND



UNDERGROUND DETENTION AREA

XXXXXXX · STORMWATER UTILITIES



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Wireless Communications • Transportation • Landfill Services

STORMWATER UTILITES EXHIBIT
1140 BROADWAY ST.

DATE: 02/19/18

JOB NO.: **16196A**

SCALE: 1" = 100



SHEET 1 OF 1