KERRYTOWN MARKET AND SHOPS LEASE AGREEMENT
SPECIAL PROVISIONS

Kerrytown Associates Limited ("KAL"), a Michigan partnership with its offices at 407 N. Fifth Avenue, Ann Arbor, Michigan 48104, and the Ann Arbor Downtown Development Authority ("DDA"), a Michigan municipal corporation with its offices at 100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48104 have on this day of July 1st, 2004, entered this agreement whereby KAL agrees to Lease to the DDA a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan which is described as follows:

Lot No. 7, Block 3 North of Huron Street, Range 5 East, according to the original plat of the Village (now City) of Ann Arbor; Also; The East 66 feet of Lot No. 8, Block No. 3, North of Huron Street, Range 5 East, according to the recorded plat of the Village (now City) of Ann Arbor, being known as Lot 70 and East 1/2 of Lot 69, Assessor's Plat No. 29, City of Ann Arbor, Washtenaw County, Michigan.

1. The term of the Lease shall be from July 1, 2004 through June 30, 2012. This Lease shall automatically expire on June 30, 2012, unless extended in writing and executed by both parties to this Agreement.

   Notwithstanding the above, if the DDA holds over after the term of this Lease expires and KAL does not object, the Lease shall be from month to month from then on, in the absence of a written agreement to the contrary.

2. The DDA shall use the above-described real property only for the operation of a parking lot. The DDA shall supply and maintain parking meters for approximately 25 parking spaces in the parking lot and such posts, signs, or other installations as are necessary for the operation of a metered parking lot. The DDA has sole discretion regarding the number of parking spaces and the type of equipment and its placement in the parking lot. At all times the parking meters and any equipment, posts, or other installations placed on the above described real property by the DDA shall remain the property of the DDA and cannot be altered, removed, or otherwise modified by KAL.
On termination of this Lease, the DDA shall have the right to remove all parking meters, posts, signs and installations made during the course of the Lease for the operation of a metered parking lot. Unless an alternate date is agreed upon in writing by the parties, the DDA, or its contractor or agent, will remove its property on or before August 1, 2012 and restore the lot to a condition same or similar to that when taken, reasonable wear and tear excepted,

3. KAL agrees that the DDA may enforce City of Ann Arbor ordinances that include those ordinances that provide for towing of vehicles on the above-described real property, in the same manner as if the DDA owned the above described real property.

4. KAL shall adequately maintain and/or repair the surface of the parking lot at its expense including all sweeping, snow removal, and landscaping. - If during the term of this Agreement, the DDA determines that KAL is not adequately maintaining or repairing the parking lot including the sweeping, snow removal, and landscaping, the DDA shall give written notice to KAL of its concerns. Failure to satisfy the DDA’s concerns within the DDA’s time frame by KAL will result in the DDA performing the maintenance and/or repair and deducting the cost of such maintenance and/or repair from the rent payments. KAL shall also provide adequate lighting as determined by City of Ann Arbor Code for the parking lot at its expense and pay, in a timely manner, all real estate taxes and special assessments levied on the parking lot. KAL represents to the DDA in executing this Agreement that KAL and its General Partner, Kerrytown Shops of Ann Arbor, Inc., are current in their payment of all City real estate taxes and special assessments including those levied on the above-described real property.

5. If KAL damages or otherwise causes harm to the DDA parking meters, posts, equipment, or other installations by the DDA, KAL shall reimburse the DDA for the DDA’s cost in repairing the damaged parking meters, posts, or other DDA equipment that KAL damaged.
6. The DDA shall collect all parking fees from the parking meters located in the parking lot and account for them separately from the parking system revenues.

7. The DDA shall pay as rent, in the following amount and payment schedule, a portion of the funds collected from the parking meters located in the parking lot:
   a. During the term of this Lease, the DDA shall pay KAL 80% of the gross revenues received monthly from the parking meters in the parking lot.
   b. Payments to KAL shall be made quarterly, not more than thirty days after the end of the quarter in which the parking meters' revenues from the parking lot are collected and reported.

8. KAL shall not receive or share in any revenues that are collected by the City as payment for parking violations that occur in the parking lot.

9. DDA may terminate this Lease before the end of its term if KAL breaches any of its obligations under this Lease, the DDA may terminate the Lease by providing a 30-day written notice to KAL at the address stated above. Said notice shall state the nature of the breach. At the expiration of the applicable notice period, the Lease will terminate and DDA will have no further obligation to KAL.

10. KAL may terminate this Lease if the DDA breaches any of its obligations under this Lease by providing a 30-day written notice to the DDA at the address stated above. Said notice shall state the nature of the breach. At the expiration of the applicable notice period, the Lease will terminate and KAL will be entitled to possession of the premises.

11. Neither party shall assign its interest in this agreement without prior written approval of the other party that shall not be unreasonably withheld.

12. If a clause of this Lease is found by a court to be invalid, that finding will not invalidate any other clause or provision of this Lease.
13. Each party shall indemnify, defend and hold the other party harmless from claims for personal injury or property damage which result from the acts or omissions of the party, its agents or employees.

14. The DDA shall be entitled to quiet enjoyment of the premises during the term of this Lease, as long as the DDA complies with the terms of the Lease.

15. Both parties by executing this Lease represent that they have the authority and permission to bind the party they are signing this Lease on behalf of to the terms and conditions set forth in this Agreement.

16. The Agreement or any of its terms or conditions cannot be amended, modified unless in writing and executed by KAL and the DDA.

KERRYTOWN ASSOCIATES LIMITED.
A Michigan Partnership

By: Kerrytown Shops of Ann Arbor, Inc.,
a Michigan Limited Corporation, Its
General Partner

_____________________________
Joe E. O'Neal
President

ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY

By:

_____________________________
Fred Beal, Board Chairperson
LEASE OF KINGSLEY/FOURTH PARKING LOT
BETWEEN
KERRYTOWN ASSOCIATES, LTD. AND CITY OF ANN ARBOR

Kerrytown Associates, Ltd., a Michigan partnership with its offices at 407 N. Fifth Avenue, Ann Arbor, Michigan 48104, ("Kerrytown") and the City of Ann Arbor, a Michigan municipal corporation with its offices at 100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48104 ("City") have on this April day of 2002, entered this agreement whereby Kerrytown agrees to lease to the City a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan which is described as follows:

Lot No. 7, Block 3 North of Huron Street, Range 5 East, according to the original plat of the Village (now City) of Ann Arbor; Also; The East 66 feet of Lot No. 8, Block No. 3, North of Huron Street, Range 5 East, according to the recorded plat of the Village (now City) of Ann Arbor, being known as Lot 70 and East ½ of Lot 69, Assessor's Plat No. 29, City of Ann Arbor, Washtenaw County, Michigan.

1. The term of the lease shall be from July 1, 2001 through June 30, 2002. This lease shall automatically expire on June 30, 2002, unless extended in writing and executed by both parties to this Agreement.

Notwithstanding the above, if the City holds over after the term of this lease expires and Kerrytown does not object, the lease shall be from month to month from then on, in the absence of a written agreement to the contrary.

2. The City shall use the above-described real property only for the operation of a parking lot. The City shall supply and maintain parking meters for approximately 26 parking spaces in the parking lot and such posts, signs, or other installations as are necessary for the operation of a metered parking lot. The City has sole discretion regarding the number of parking spaces and the type of equipment and its placement in the parking lot. At all times the parking meters and any equipment, posts, or other installations placed on the above described real property by the City shall remain the property of the City and cannot be altered, removed, or otherwise modified by Kerrytown.

On termination of this Lease, the City shall have the right to remove all parking meters, posts, signs and installations made during the course of the lease for the operation of a metered parking lot. Unless an alternate date is agreed upon in writing by the parties, the City, or its contractor or agent, will remove its property on or before August 1, 2002 and restore
the lot to a condition same or similar to that when taken, reasonable wear and tear excepted,

3. Kerrytown agrees that the City may enforce its ordinance(s) that includes those ordinance(s) that provide for towing of vehicles on the above-described real property, in the same manner as if the City owned the above described real property.

4. Kerrytown shall adequately maintain and/or repair the surface of the parking lot at its expense including all sweeping, snow removal, and landscaping. If during the term of this Agreement, the City determines that Kerrytown is not adequately maintaining or repairing the parking lot including the sweeping, snow removal, and landscaping, the City shall give written notice to Kerrytown of its concerns. Failure to satisfy the City’s concerns, within the City’s time frame by Kerrytown, will result in the City performing the maintenance and/or repair and deducting the cost of such maintenance and/or repair from the rent payments. Kerrytown shall also provide adequate lighting as determined by the City Code for the parking lot at its expense and pay, in a timely manner, all real estate taxes and special assessments levied on the parking lot. Kerrytown represents to the City in executing this Agreement that Kerrytown Associates, Ltd. and its General Partner, Arbor A. Inc., are current in their payment of all City real estate taxes and special assessments including those levied on the above-described real property.

5. If Kerrytown damages or otherwise causes harm to the City parking meters, posts, equipment, or other installations by the City, Kerrytown shall reimburse the City for the City’s cost in repairing the damaged parking meters, posts, or other City equipment that Kerrytown damaged.

6. The City shall collect all parking fees from the parking meters located in the parking lot and account for them separately from the parking system revenues.

7. The City shall pay as rent, in the following amount and payment schedule, a portion of the funds collected from the parking meters located in the parking lot:

A. During the term of this lease, the City shall pay Kerrytown 80% of the gross revenues received monthly from the parking meters in the parking lot.

B. Payments to Kerrytown shall be made monthly not more than thirty days after the end of the month in which the parking meters’ revenues from the parking lot are collected and reported.
8. Kerrytown shall not receive or share in any revenues that are collected by the City as payment for parking violations that occur in the parking lot.

9. City may terminate this lease before the end of its term:
   a. by providing a 60-day written notice to Kerrytown at the address stated above; or
   b. if Kerrytown breaches any of its obligations under this lease, the City may terminate the lease by providing a 30-day written notice to Kerrytown at the address stated above. Said notice shall state the nature of the breach. At the expiration of the applicable notice period, the lease will terminate and City will have no further obligation to Kerrytown.

10. Kerrytown may terminate this lease if the City breaches any of its obligations under this lease by providing a 30-day written notice to the City at the address stated above. Said notice shall state the nature of the breach. At the expiration of the applicable notice period, the lease will terminate and Kerrytown will be entitled to possession of the premises.

11. Neither party shall assign its interest in this agreement without prior written approval of the other party that shall not be unreasonably withheld.

12. If a clause of this lease is found by a court to be invalid, that finding will not invalidate any other clause or provision of this lease.

13. The City shall be entitled to quiet enjoyment of the premises during the term of this lease, as long as the City complies with the terms of the Lease.

14. Both parties by executing this lease represent that they have the authority and permission to bind the party they are signing this lease on behalf of to the terms and conditions set forth in this Agreement.
15. The Agreement or any of its terms or conditions cannot be amended, altered, waived, or otherwise modified unless in writing and executed by Kerrytown and the City Council.

KERRYTOWN ASSOCIATES, LTD.
A Michigan Partnership

By: Arbor A. Inc., a Michigan Corporation,
    Its General Partner

Joe E. O'Neal
President

CITY OF ANN ARBOR

John Hieftje, Mayor

Yvonne Carl, Interim City Clerk 4/23/02

APPROVED AS TO FORM:

Abigail Elias, City Attorney 4/18/02

APPROVED AS TO SUBSTANCE:

Roger W. Fraser,
City Administrator

William R. Wheeler, P.E.,
Public Services Director 4/6/02

Lease of Kingsley/Fourth Parking Lot 040402
AGREEMENT TO LEASE THE REAL PROPERTY AT KINGSLEY/FOURTH
AS A CITY PARKING LOT

Kerrytown Associates, Ltd., a Michigan partnership with its offices at 407 N. Fifth Avenue, Ann Arbor, Michigan 48104, ("Kerrytown") and the City of Ann Arbor, a Michigan municipal corporation with its offices at 100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48107 ("City") have on this ___12___ day of ___July___, 2001, entered into this Agreement whereby Kerrytown agrees to lease to the City a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan which is described as follows:

Lot No. 7, Block 3, North of Huron Street, Range 5 East, according to the original plat of the Village (now City) of Ann Arbor; also the East 66 feet of Lot No. 8, Block No. 3, North of Huron Street, Range 5 East, according to the recorded plat of the Village (now City) of Ann Arbor, being known as Lot 70 and East 1/2 of lot 69, Assessor’s Plat No. 29, City of Ann Arbor, Washtenaw County, Michigan.

1. The term of the lease shall be from July 1, 2001, through June 30, 2002. This lease shall automatically expire on July 1, 2002 unless extended in writing and executed by both parties to this Agreement.

2. The City shall use the above described real property only for the operation of a parking lot. The City shall supply and maintain parking meters for approximately 26 parking spaces in the parking lot and such posts, signs, or other installations as are necessary for the operations of a metered parking lot. The City has sole discretion regarding the number of parking spaces and the type of equipment and their placement in the parking lot. At all times the parking meters and any equipment, posts or other installations placed on the above described real property by the City shall remain the property of the City and cannot be altered, removed or otherwise modified by Kerrytown.

3. Kerrytown agrees that the City may enforce its ordinance(s) which includes those ordinance(s) which provide for the towing of vehicles on the above described real property, in the same manner as if the City owned the above described real property.

4. Kerrytown shall adequately maintain and/or repair the surface of the parking lot at its expense including all sweeping, snow removal, and landscaping. If during the term of this Agreement, the City determines that Kerrytown is not adequately maintaining or repairing the parking lot including the sweeping, snow removal and landscaping, the City shall give written notice to Kerrytown of its concerns. Failure to satisfy the City’s concerns, within the City’s time frame by Kerrytown, will result in the City performing the maintenance and/or repair and deducting the cost of such maintenance and/or repair form the rent payments. Kerrytown shall also provide adequate lighting as determined by the City Code for the parking lot at its expense and pay, in a timely manner, all real estate taxes and special assessments levied on the parking lot. Kerrytown represents to the City in executing this Agreement that Kerrytown Associates, Ltd. and its General Partner, Arbor A. Inc., are current in their payment of all City real estate taxes and special assessments including those levied on the above described real property.

5. If Kerrytown damages or otherwise causes harm to the City parking meters, posts, equipment or other installations by the City, Kerrytown shall reimburse the City for the City’s cost in repairing the damaged parking meters, posts or other City equipment which Kerrytown damaged.
6. The City shall collect all parking fees from the parking meters located in the parking lot and account for them separately from the parking system revenues.

6. The City shall pay as rent, in the following amount and payment schedule, a portion of the funds collected from the parking meters located in the parking lot:

A. During the term of this lease, the City shall pay Kerrytown 80% of the gross revenues received monthly from the parking meters in the parking lot.

B. Payments to Kerrytown shall be made monthly not more than thirty days after the end of the month in which the parking meters' revenues from the parking lot are collected and reported.

7. Kerrytown shall not receive or share in any revenues which are collected by the City as payment for parking violations which occur in the parking lot.

8. Neither party shall assign its interest in this agreement without prior written approval of the other party which shall not be unreasonably withheld.

9. Both parties by executing this lease represent that they have the authority and permission to bind the party they are signing this lease on behalf of to the terms and conditions set forth in this Agreement.

10. The Agreement or any of its terms or conditions cannot be amended, altered, waived or otherwise modified unless in writing and executed by Kerrytown and the City Council.

Kerrytown Associates, Ltd.
A Michigan partnership

By: Arbor A. Inc., a Michigan Corporation,
   Its General Partner

By [Signature]
Joe O'Neal, Its President

City of Ann Arbor, A Michigan Municipal Corporation

By [Signature]
John Hieftje, Its Mayor

Approved as to Substance:
Neal G. Berlin, City Administrator

Approved as to Form:
By [Signature]
Yvonne Carl, Its Interim City Clerk

Abigail Elias, City Attorney