

PARKING AGREEMENT REGARDING THE ANN ASHLEY PARKING STRUCTURE

WHEREAS, On March 4, 1986 the City of Ann Arbor ("City") and the County of Washtenaw ("County") executed a parking agreement concerning the Ann Ashley parking structure; and

WHEREAS, According to this Agreement, the County would donate the land to the City to locate the parking structure and in exchange the County would lease 250 parking spaces in the parking structure at a reduced rate (current rate minus \$14.10 for each rented space) for the life of the Agreement; and

WHEREAS, This Agreement expired in 2002;

WHEREAS, The DDA, in accordance with its responsibility under Management Agreement with the City, entered into discussions with the County on its parking needs;

WHEREAS, The County has a current need to insure continued parking at the Ann Ashley parking structure as well as for additional parking spaces in the structure; and

WHEREAS, The County has proposed parties now wish to extend the original parking agreement effective January 1, 2004 through December 2023.

NOW THEREFORE, The County and City agree as follows:

1. Lease of Parking Spaces A total of 315 parking spaces will be leased to the County in the Ann Ashley parking structure. The parties agree that 5 of these spaces shall be specifically reserved for the County's exclusive use. The City or its agent, the DDA, shall use good faith efforts to insure that these 5 reserved spots are on the first floor of the structure reasonably close to the structure entrance. The parties further agree that the County shall have the right to seek the rental of additional spaces in the structure by giving ninety (90) days written notice of its intent to lease such additional spaces.

2. Term of Agreement. The parties agree that this Agreement begins on January 1, 2004 and shall extend until December 31, 2023, provided, however, that at the end of the original term, this Agreement shall automatically extend every year for an additional one year period until either party terminates the Agreement by giving the other party six (6) months written notice.

3. Lease Rate. The parties agree that for the initial two years of this Agreement, the County will pay the DDA's regular monthly rental rate minus \$14.10 per space for

300 permits. At the end of this two year period, County will pay the DDA's regular monthly rental rate for these permits. The County will be provided two months written notice of any rent increase for the parking spaces covered by this Agreement. 15 monthly parking permits will be provided at no cost to Washtenaw County for its use providing parking assistance to Washtenaw Housing Alliance and Shelter Association employees working at the Robert J. Delonis Shelter on W. Huron Street. The DDA shall also provide hourly parking validation stickers in a quantity to be determined to the County for use by Shelter volunteers during their hours of service at the Robert J. Delonis Shelter.

4. Easement. The parties acknowledge that as part of the original Memorandum of Understanding between the City of Ann Arbor ("City") and the County concerning the County's donation of the land to construct the Ann Ashley parking structure, the County retained a 24' easement on the far eastern side of the donated parcel. This easement is for pedestrian and vehicular traffic and includes air rights over the easement at the third floor of the parking structure (no more than 24 feet high). The parties agree that this easement remains in full force and effect.

5. Care and Maintenance of the Parking Structure. The County shall have no responsibility for the care and maintenance of the Ann Ashley parking structure, provided, however, that this section shall not limit any individual's responsibility for damages caused to the structure.

6. Repair/Destruction of the Premises. During the repairs, the City, or its agent the DDA, shall endeavor to make other reasonable parking slots available to the County. If such alternative parking spots are not available, the City, or its agent the DDA, agree to reduce the monthly parking cost to the County by the number of parking slots not available to the County. If the parking structure is totally destroyed, the parties shall meet to determine the status of their mutual obligations under this Agreement.

7. Amendments. Changes mutually agreed upon by the County and the City will be incorporated into this Agreement by written amendments signed by the parties.

8. Choice of Law and Forum. This Agreement is to be interpreted by Michigan law. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan.

9. Extent of Contract. This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral, pertaining to Washtenaw County employees parking in the Ann Ashley parking structure

CITY OF ANN ARBOR

By:

John Hieftje
John Hieftje, Mayor

WASHTENAW COUNTY

By:

Robert E. Guenzel 9/15/04
Robert E. Guenzel, Administrator

By:

Kathleen Root
Kathleen Root, City Clerk

ATTESTED TO:

By: *Peggy M. Haines*
Peggy M. Haines, Clerk/Register

10-27-04

APPROVED AS TO SUBSTANCE

By:

Roger W. Fraser
Roger W. Fraser, City Administrator

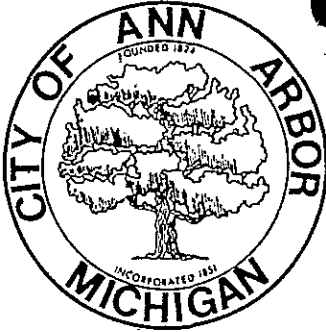
APPROVED AS TO FORM

By:

Stephen Postema
Stephen Postema, City Attorney

By:

Curtis N. Hedger 9-15-04
Curtis N. Hedger, Corporation Counsel



CITY OF ANN ARBOR, MICHIGAN

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Downtown Development Authority

15 October, 2004

Robert E. Guenzel
County Administrator
Washtenaw County
220 North Main Street
P. O. Box 8645
Ann Arbor, MI 48107-8645

Dear Mr. Guenzel:

This letter is intended to clarify details relating to Washtenaw County parking in the Ann Ashley parking structure.

As you know, in 1986 the City of Ann Arbor and Washtenaw County executed a parking agreement whereby the County would donate land to the City to locate the Ann Ashley parking structure and in exchange the County would lease parking spaces in Ann Ashley at a reduced rate for its employees. On January 5, 2004 the Ann Arbor City Council voted to approve a new agreement to provide parking permits to Washtenaw County through December 31, 2023. Several of these parking permits are provided at no cost; the remaining permits are provided at a cost equal to market rate less \$14.10 per permit per month.

In 1992 the City of Ann Arbor contracted with the Ann Arbor Downtown Development Authority to manage and maintain the public parking system, and this agreement runs until 2012.

As managers of the parking system, the DDA contracted with Republic Parking in 2001 to operate the system for them on a day-to-day basis. This includes the responsibility to collect monthly permit fees.

It is always a pleasure to assist Washtenaw County in its efforts, and hope you will contact us at any time if we can be of service.

Sincerely,

Susan Pollay, Executive Director
Ann Arbor Downtown Development Authority
dda@ci.ann-arbor.mi.us