



September 8, 2026

TO: Administrator Dohoney
Attorney Kaur
Ann Arbor City staff
Mayor Christopher Taylor and Ann Arbor City Council

FROM: The Ark

RE: Letter to The Ark re: Kline's Lot

Dear Administrator Dohoney, Attorney Kaur, Mayor Taylor, and Ann Arbor City Council Members:

First, sincere thanks from The Ark to Administrator Dohoney and his team for addressing the omission of various assurances given verbally and in writing to The Ark and others regarding the Kline's Lot development. The City's clear commitment to honoring these assurances is greatly appreciated.

Per my email on Friday, I've circulated the City's memo that I received at end of day last Friday to The Ark's legal counsel and Board for their review.

While The Ark understands and fully trusts that the intent was to capture everything in the Mayor's assurances, closer review found that **a few details were overlooked in the language proposed for the purchase agreement:**

"Purchaser shall maintain *reasonable* access through and across the public alley and public access easements serving the Property during construction, including the east-west access easement, except where a temporary interruption is necessary for safety and *no reasonable alternative means of access is available.*"

The Ark, therefore, **respectfully requests the following edits in order to comply with the assurances:**

1. Update "reasonable access" to "uninterrupted access," per the Mayor's email of May 6, 2026.

2. Add “east-west sidewalk easement and utility easements” for clarity and in agreement with the Mayor’s assurances in the May 6, 2026 email.
3. Update the exception from “and no reasonable alternative means of access is available” to “provided a reasonable alternative means of access is made available” per the Mayor’s email and assurances made by Hines at the neighborhood meeting on May 26, 2026.
4. Add a survival clause (like Sections 6.7 and par 6.9) to prevent the potential argument that this paragraph merges into the deed at closing. The terms of Section 1.7.c.v shall survive closing.
5. Under Section 19.18 only the City can enforce it, against an affiliate entity, with consequential damages waived. Does Administrator Dohoney’s memo confirm that the City will assure enforcement on behalf of The Ark and the neighborhood?

With changes #1-4 above, clarification to #5, and the City memo updated accordingly, The Ark’s requests around alley, utility, and sidewalk access, as well as parking for tour buses and school buses, should be satisfied. Thank you! Please advise me by email when these changes have been made.

We understand that various Council Members have indicated that the Kline’s Lot purchase agreement will be pulled from the consent agenda for separate discussion. Again, thank you.

Our sincere appreciation of memorializing these assurances notwithstanding, we remind Council of the items of general concern raised in our memo of September 4th. The Ark continues to respectfully request that, unless these and other impactful issues raised by various stakeholders can be satisfactorily addressed in discussion at the September 8 meeting, *Council delay the vote to a future date to allow for full due diligence, adequate public review, and appropriate updates to the agreement.*

As I said to Joe Giant when we met late on Friday, the sale and development of the Kline’s Lot will happen. The Ark is in no way trying to create headwinds for that, but to make sure it’s a win for everyone. The City’s response to the initial omission of the Mayor’s assurances is a great example of how we work together for that win. Well done.

Thank you,

Marianne James
Executive Director
The Ark