

75 SOUTH DEVELOPMENT AGREEMENT

This Agreement is made this ____ day of _____, 2025, by and between the City of Ann Arbor, a Michigan municipal corporation, ("CITY"), with principal address at 301 East Huron Street, Ann Arbor, Michigan 48104; and Robertson 75 South, LLC, a Michigan limited liability company, ("DEVELOPER"), with principal address at 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan, 48301.

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as 75 South (aka 255, 315, 371 Scio Church Road, 2180 Ann Arbor-Saline Road) (the "Project");

WHEREAS, on July 21, 2025, Ann Arbor City Council approved the Project site plan ("Site Plan") and the Project Development Agreement ("Agreement");

WHEREAS, the DEVELOPER desires to build or use certain improvements with and without the necessity of special assessments by the CITY; and

WHEREAS, the CITY desires to ensure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the DEVELOPER will install these improvements prior to any permits being issued.

The parties agree:

THE DEVELOPER HEREBY AGREES:

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of private storm water management system, public water main, public sanitary sewer, public sidewalk, and private sidewalk ("the Improvements"), provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all Improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the Improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER at the address listed above requiring it to commence and complete the Improvements in the

notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER, if the DEVELOPER does not complete the work within the time set forth in the notice. Every owner of a portion of the Property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the Improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY and the approved Plans. The engineer's certificate shall cover only those items that the DEVELOPER's engineer inspects.

(P-4) To grant easements to the CITY for utilities and solid waste access as shown on the Site Plan in a final configuration determined on the approved Plans, subject to City Council approval. DEVELOPER shall submit legal descriptions and survey drawings for the easements prior to the request for and issuance of building permits, and the easements shall be granted to the CITY in a form acceptable to the CITY Attorney. The easements must be accepted by City Council prior to the request for and issuance of any temporary or final certificate of occupancy, although the easements may be accepted at a later time as determined by the CITY Public Services Area.

(P-5) To install all water mains, storm sewers, and sanitary sewers through the first course of asphalt, pursuant to CITY approved Plans, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits. Building permits may be issued for the construction of one model home prior to the first course of asphalt, provided that the road meets Fire Department requirements. The final course of asphalt paving shall be completed prior to the issuance of a final certificate of occupancy for the entire site.

(P-6) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to Scio Church and Ann Arbor-Saline Roads, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Scio Church and Ann Arbor-Saline Roads street frontage when such Improvements are determined by the CITY to be necessary; and to include a provision in the master deed stating that if the CITY undertakes to establish a special assessment district to improve Scio Church or Ann Arbor-Saline Road, each unit shall be assessed its pro rata share of the cost of improvements allocable to the Property.

(P-7) To indemnify, defend, and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the DEVELOPER, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the Site Plan.

(P-8) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the Project prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full

force and effect during construction of the public Improvements and until notice of acceptance by the CITY of the Improvements.

(P-9) Existing landmark trees shown on the Site Plan as trees to be saved shall be maintained by the DEVELOPER in good condition for a minimum of three years after acceptance of the public Improvements by the CITY or granting of a Certificate of Occupancy, whichever is later. Such landmark trees that are determined by the CITY to be dead, dying, or severely damaged due to construction activity within that three-year period shall be replaced by the DEVELOPER as provided by Chapter 55 of the Ann Arbor City Code.

(P-10) For the benefit of the residents of the DEVELOPER's Project, to make a park contribution of \$46,875 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for improvements to Cranbrook Park, Lawton Park, Meadowbrook Park, Waymarket Park, Willow Nature Area, or Lansdowne Park.

(P-11) To create an association of co-owners for the Project condominium consistent with the Michigan Condominium Act ("Association"). The Association shall be responsible for and shall execute the appropriate documents ensuring perpetual maintenance and ownership of the landscape materials, exterior lighting, seating structures, driveways, private on-site storm water management system, and all other common elements.

(P-12) To construct, repair, and adequately maintain the on-site storm water management system in accordance with the approved Plans. If the DEVELOPER fails to construct, repair, or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER at the address listed above, requiring it to commence and complete the work items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER if the DEVELOPER does not complete the work within the time set forth in the notice.

(P-13) All buildings in the Project shall be constructed and operated as all-electric buildings without any natural gas connections, except for a natural gas connection if needed for emergency back-up power generation.

(P-14) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the DEVELOPER or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the DEVELOPER, or Association, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER or Association if the DEVELOPER or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the DEVELOPER in the master deed.

(P-15) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-16) To prepare and submit to the Planning and Development Services Unit one copy of the Master Deed, along with the required review fee, prior to issuance of building permits.

(P-17) To design, construct, repair and maintain the Project in accordance with the provisions of Chapter 119 (Noise Control) of City Code to ensure that any noise emanating from the Project will not impact nearby residents or businesses. In addition, DEVELOPER shall review existing noise sources surrounding the Project and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-18) To remove all discarded building materials and rubbish from the Project at least once each month during construction of the Improvements, and within one month after completion or abandonment of construction.

(P-19) DEVELOPER is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record.

(P-20) Failure to construct, repair, or maintain the Project pursuant to the Site Plan, or failure to comply with any of this Agreement's terms and conditions, shall constitute a material breach of this Agreement and the CITY shall have all remedies in law or in equity necessary to ensure that the DEVELOPER complies with the Site Plan and this Agreement. The DEVELOPER shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the Site Plan or Agreement.

(P-21) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER fails to make a timely or full payments to the CITY as set forth in this Agreement, all unpaid amounts shall become a lien against the Property and may be placed on the CITY tax roll as a single lot assessment, or if the Project is converted to condominium ownership, every owner of a portion of the Property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amounts, in whole or in part, have been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-22) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) To use the park contribution described above for improvements to Cranbrook Park, Lawton Park, Meadowbrook Park, Waymarket Park, Willow Nature Area, or Lansdowne Park.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this Agreement with the Washtenaw County Register of Deeds.

GENERAL TERMS

(T-1) This Agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement cannot be modified, amended, or waived unless in writing and executed by all parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on any party.

(T-3) Prior to issuance of the last, final certificate of occupancy for the Project, DEVELOPER may assign this Agreement to a subsequent owner of the Property, provided that DEVELOPER provides notice of the assignment to the City prior to or at the time of assignment.

(T-4) The obligations and conditions in this Agreement shall run with the Property and shall bind the parties, their heirs, successors, and assigns. The parties acknowledge that the Property is subject to changes in ownership, but that subsequent owners shall take their interest to all or a portion of the Property subject to this Agreement. The Property is described as follows:

City of Ann Arbor, Washtenaw County, Michigan

LEGAL DESCRIPTION PER FIRST AMERICAN TITLE INSURANCE COMPANY,
COMMITMENT NO. 993422 REV C, COMMITMENT DATE: APRIL 04, 2024
Land referred to herein below is situated in the Township of Pittsfield, County of Washtenaw,
State
of Michigan, and is described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 5, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan: Commencing at the North 1/4 corner of Section 5; thence North 90 degrees 00 minutes 00 seconds West 1089.90 feet to a point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds West, 134.20 feet; thence South 01 degrees 37 minutes 30 seconds West 670.51 feet; thence South 78 degrees 15 minutes 15 seconds East 136.26 feet; thence North 01 degrees 37 minutes 30 seconds East 698.26 to the point of beginning.

PARCEL 2:

Part of the Northwest 1/4 of Section 5, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan: Commencing at the North 1/4 corner of Section 5; thence North 90 degrees 00 minutes 00 seconds West 961.90 feet; thence South 01 degrees 37 minutes 30 seconds West 612.12 feet to a point of beginning; thence continuing South 01 degrees 37 minutes 30 seconds West 112.61 feet; thence South 78 degrees 15 minutes 15 seconds East 308.19 feet; thence North 45 degrees 45 minutes 45 seconds East 11.63 feet; thence North 49 degrees 35 minutes 45 seconds East 124.55; thence North 77 degrees 51 minutes 10 seconds West 410.92 feet to the point of beginning.

PARCEL 3:

Part of the Northwest 1/4 of Section 5, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan: Commencing at the North 1/4 corner of Section 5; thence North

90 degrees 00 minutes 00 seconds West 961.90 feet to a point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds West 128.00 feet; thence South 01 degrees 37 minutes 30 seconds West 698.26 feet; thence South 78 degrees 15 minutes 15 seconds East 129.98 feet; thence North 01 degrees 37 minutes 30 seconds East 724.73 feet to the point of beginning.

PARCEL 4:

Beginning at a point on the section line 838.2 feet Westerly from the North quarter post common to Section Five (5), Pittsfield Township, and Section Thirty-two (32), Ann Arbor Township, Washtenaw County, Michigan thence South 87 degrees 44 minutes 31 seconds West 123.70 feet; thence South 00 degrees 37 minutes 59 seconds East 409.10 feet; thence South 81 degrees 08 minutes 04 seconds East 126.20 feet; thence North 00 degrees 44 minutes 29 seconds West 433.43 feet to the Place of Beginning, being a part of the Northwest quarter of Section Number Five (5), Pittsfield Township, Washtenaw County, Michigan.

Parcel #: TBD

(T-5) In addition to any other remedy in law or in equity, failure of the DEVELOPER to comply with any provision of this Agreement or any part of the Site Plan, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permit, certificate of occupancy, or any other permit unless and until the CITY has notified the DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the obligations the DEVELOPER has failed to perform.

(T-6) This Agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code. DEVELOPER submits to the personal jurisdiction of any competent court in Washtenaw County, Michigan for any action arising out of this Agreement. DEVELOPER also agrees that no action will be commenced against the City because of any matter arising out of this Agreement in any court other than those in the County of Washtenaw, State of Michigan, unless original jurisdiction can be established in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals.

(T-7) The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

(Signatures on the following pages)

CITY OF ANN ARBOR
a Michigan municipal corporation

Christopher Taylor, Mayor

Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

This instrument was acknowledged before me this _____ day of _____, 20____
by Christopher Taylor, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a
Michigan municipal corporation, on behalf of the corporation.

NOTARY PUBLIC
County of _____, State of Michigan
My Commission Expires: _____
Acting in the County of Washtenaw

(Signatures continue on the following page)

City of Ann Arbor Internal Approvals

Approved by:

Milton Dohoney Jr., City Administrator

Atleen Kaur, City Attorney

(Signatures continue on the following page)

Robertson 75 South, LLC

By: Robertson Brothers Co., a Michigan
Corporation
Its: Manager

By: _____
Darian L. Neubecker
Its: President

Signed in:

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2025 by
Darian L. Neubecker, President of Robertson Brothers Co., a Michigan corporation, Manager of
Robertson 75 South, LLC, a Michigan limited liability company.

NOTARY PUBLIC
County of _____, State of _____
My Commission Expires: _____
Acting in the County of _____

DRAFTED BY AND AFTER RECORDING RETURN TO:

Christopher Frost (P70380)
Senior Assistant City Attorney
Office of the City Attorney
City of Ann Arbor
Ann Arbor, MI 48104

Tax Parcel No. L-12-05-250-006; L-12-05-250-012; L-12-05-250-005; L-12-05-250-004