

**THE STANDARD AT ANN ARBOR DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and The Standard at Ann Arbor, LLC, a Delaware limited liability company, with principal address at 315 Oconee St., Athens, Georgia 30601, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as The Standard at Ann Arbor (the "Project"), and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as The Standard at Ann Arbor, and desires site plan and development agreement approval thereof, and

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

WHEREAS, on \_\_\_\_\_, City Council approved The Standard at Ann Arbor Site Plan ("Site Plan") and The Standard at Ann Arbor Development Agreement ("Agreement") pursuant to a resolution adopted on that date, 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 DEVELOPERS 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 systems, public alley Improvements, public sidewalks and streetlights ("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 prior to DEVELOPER's request for any certificates of occupancy,

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.

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

(P-4) To provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

(P-5) To maintain the alley on the east side of the site, including snow and ice removal, if certificates of occupancy are finalized before the street Improvements have been accepted for maintenance by the CITY.

(P-6) To be included in a future special assessment district, along with other benefiting property, for the construction by the City or its designee of additional improvements to South Main, Packard, East William Streets and the public alley on the east side of the site such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees when such improvements are determined by the CITY to be necessary.

(P-7) Existing street 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 Certificate of Occupancy for the final unit. Existing street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public improvements or granting of the final Certificate of Occupancy, shall be replaced by the DEVELOPER as provided by the Unified Development Code.

(P-8) To grant an easement to the CITY for a 7.5 foot wide public access easement along East William Street as shown on the Site Plan, 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 reasonably 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-9) 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-10) 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 Improvements 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-11) For the benefit of the residents of the DEVELOPER'S Project, to make a park contribution of \$136,250 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for improvements to nearby parks or community wide parks.

(P-12) To deposit, prior to any building permits being issued, a street tree planting escrow account with Ann Arbor Public Works in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the DEVELOPER to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the DEVELOPER one year after the date of acceptance by the CITY.

(P-13) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/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 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-14) To install four permanent Level 2 EV (electric vehicle) charging stations in the parking deck area as identified on the Site Plan for use by residents of the Project.

(P-15) To provide two dwelling units as permanent affordable housing as a condition of receiving an additional 6,000 square feet of floor area and to enter into an affordable housing agreement with the CITY prior to any certificate of occupancy. The dwelling units shall be made available for households or individuals with income levels that are less than 80% of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development where the occupant shall pay no more than 30% of gross income for housing costs, including taxes and utilities. Each dwelling unit shall be a minimum of 600 square feet in size. The DEVELOPER shall operate and comply with this requirement through execution of an affordable housing agreement that identifies operational requirements, verification requirements, and penalties consistent with City policies, programs and ordinances regarding affordable housing.

(P-16) 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 upon request.

(P-17) To prepare and submit to the Planning and Development Services Unit one copy of the Master Deed, along with the required review fee, 15 days prior to recording the Master Deed, in the event a condominium ownership structure is applied to the site.

(P-18) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said

development will not impact nearby residents or businesses. In addition, DEVELOPER shall review existing noise sources surrounding the Project and to incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-19) To submit signed and sealed drawings to the CITY reflecting the building elevations, setbacks, aesthetics, and materials approved by City Council and to construct all buildings consistent with said elevation drawings. If the DEVELOPER proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, then those changes shall be submitted to the City Council for approval.

(P-20) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development Improvements, and within one month after completion or abandonment of construction.

(P-21) At the time of application for the first building permit, to provide documentation from an independent, qualified professional that verifies the building has been designed to achieve a minimum of two points under the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Energy & Atmosphere Credit No. 1, based on the most recent version in effect at the date of this Agreement using an industry standard software energy modeling tool (EQUEST or equivalent).

(P-22) The Project shall achieve LEED Silver Certification with a minimum of four points in Energy & Atmosphere Credits No. 1 and No. 2, and DEVELOPER shall comply with all requirements of Ann Arbor City Code regarding the Green Building Premium Option.

(P-23) To install two permanent car-share parking spaces as shown on the Site Plan for the benefit of residents. Prior to issuance of building permits, to provide a management plan to the City indicating how the two car-sharing service parking spaces proposed as part of the development and contributing to the off-street parking requirements will be reserved, signed and enforced. DEVELOPER shall provide the CITY with proof of the availability to residents of the car-sharing service within 15 days of request. DEVELOPER agrees and acknowledges that failure to maintain the car-sharing service will be a violation of the Unified Development Code regarding the minimum required number of parking spaces, consistent with Chapter 55, Section 5.19.3.B of Ann Arbor City Code. In the event that DEVELOPER is unable to contract with a vendor to provide such car sharing services, or the full number of cars required herein, then DEVELOPER shall provide the minimum number of parking spaces on or off-site as required by City Code.

(P-24) To provide partial solar power for the Project by installing solar panels on the roof of the Project, as shown on the Site Plan, and subsequent construction drawings. The solar panels shall produce a minimum rated capacity of 45,000 kWh per year, with solar panel coverage of a minimum of 1,250 square feet of the roof. (The solar panels as shown on the Site Plan are projected to produce over 47,000 kWh per year, which is projected to offset over 1% of the Project's total energy consumption.)

(P-25) Prior to the issuance of building permits, to provide documentation that both roofs of the building have been designed to accommodate solar panels ("solar ready") and prior to the issuance of the first certificate of occupancy, to provide documentation that solar ready elements have been installed on both roofs to accommodate the addition of future solar panels.

(P-26) DEVELOPER is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of DEVELOPER has (have) legal authority and capacity to enter into this Agreement for DEVELOPER.

(P-27) Failure to construct, repair and/or maintain the site pursuant to the Site Plan and/or failure to comply with any of this approved Agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the DEVELOPER complies with the Site Plan and/or the terms and conditions of the approved 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 and/or Agreement.

(P-28) 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 elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development 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 amount(s), in whole or in part, has 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-29) 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) In consideration of the above undertakings, to approve The Standard at Ann Arbor Site Plan.

(C-2) To use the \$136,250 park contribution described above for improvements to City Parks.

(C-3) To provide timely and reasonable CITY inspections as may be required during construction.

(C-4) To record this Agreement with the Washtenaw County Register of Deeds.

**GENERAL TERMS**

Both the DEVELOPER and the CITY agree as follows:

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

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

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the DEVELOPER, as set forth above in this Agreement and in the Site Plan, shall be binding on any successors and assigns in ownership of the following described parcel:

Land situated in the City of Ann Arbor, County of Washtenaw, and State of Michigan, described as:

Lots 1 through 7 inclusive, Block 4 South of Huron Street, Range 4 East, of the ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF ANN ARBOR, as recorded in Liber of Transcript, Pages 152 and 153, Washtenaw County Records.

EXCEPTING that part of Lot 6 conveyed to the City of Ann Arbor in Liber 5 of Miscellaneous Records, Page 402, Washtenaw County Records.

ALSO EXCEPTING that part of Lots 6 and 7 lying Southwest of the Northeast line of the Packard Street Right of Way (66 feet wide), Being more particularly described as:

BEGINNING at the Northwest corner of said Lot 1, said point being the intersection of the East line of South Main Street (82.5 feet wide) and the South line of Williams Street (66 feet wide); thence North 89 degrees 59 minutes 27 seconds East 124.95 feet along said South line of Williams Street; thence South 00 degrees 00 minutes 30 seconds West, 445.06 feet along the West line of a Public Alley (16 feet wide) to a point on the Northerly line of Packard Street (66 feet wide); thence North 57 degrees 19 minutes 10 seconds West, 136.38 feet along said Northerly line of Packard Street; thence 21.96 feet along the arc of a circular curve to the right, radius 21.96 feet, delta angle 57 degrees 19 minutes 10 seconds, chord bearing North 28 degrees 39 minutes 35 seconds West, 21.06 feet to a point on the East line of said South Main Street (82.5 feet wide);

thence North 352.92 feet along said East line to the PLACE OF BEGINNING. Being a part of the Southeast  $\frac{1}{4}$  of Section 29, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan, and containing 1.16 acres of land, more or less. Subject to easements and restrictions of record, if any.

City Parcel Number: 09-09-29-429-018

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the DEVELOPER, or any part of the Site Plan, in part or in



