

313-327 BRAUN COURT – BRAUN COURT DEVELOPMENT AGREEMENT

This Agreement is made this [--] day of [Month], [Year], 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 WRE Braun LLC, a Michigan limited liability company ("DEVELOPER"), with principal address at 230 Huronview Boulevard, Ann Arbor, Michigan 48103.

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as 313-327 Braun Court (the "Project"), and

WHEREAS, on May 6, 2025, the Ann Arbor City Planning Commission approved the Braun Court Site Plan, SP24-0018 ("Site Plan"), and on _____, Ann Arbor City Council approved the Braun Court Development Agreement ("Agreement") pursuant to a resolution adopted on that date, and

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 public water main, private storm water management system, public street restoration, public sidewalk restoration, and street lights ("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 private Improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the Plans. The engineer's certificate will cover only those items the DEVELOPER'S engineer inspects.

(P-4) To install all water mains, storm sewers, sanitary sewers and public streets, 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. The final course of asphalt paving shall be completed prior to the issuance of a final certificate of occupancy on the site.

(P-5) 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-6) 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 improvements 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-7) For the benefit of the residents of the DEVELOPER'S Project, to make a park contribution of \$23,750.00 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy.

(P-8) To create an association composed of all owners of Braun Court condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed establishing the condominium. The Association shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the landscape materials, exterior lighting, driveways, private on-site storm water management system, and all other common elements.

(P-9) To construct, repair and/or adequately maintain on-site storm water management system in accordance with the Plans. 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-10) 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 maintain the

storm water management system on behalf of the co-owners of units in the condominium. 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-11) 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-12) 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-13) 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 the Project will comply with the Noise Control Ordinance. In addition, DEVELOPER shall review existing noise sources surrounding the Project and incorporate necessary design and construction techniques for the Project to be compliant with Chapter 119.

(P-14) To include the elevation drawings, as submitted to the Planning Commission as part of the Site Plan, 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, that those changes be brought back to the Planning Commission for consideration. The DEVELOPER is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and Site Plan.

(P-15) 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-16) 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-17) Failure to construct, repair and/or maintain the Project pursuant to the Site Plan and/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 and/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 and/or Agreement.

(P-18) 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-19) 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 provide timely and reasonable CITY inspections as may be required during construction.

(C-2) To record this Agreement with the Washtenaw County Register of Deeds.

(C-3) To spend the park contribution of \$23,750 on City Parks maintenance and/or capital improvements.

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. Upon the transition of the condominium to the Association and the co-owners of the units, completion of all Improvements set forth in Paragraphs P-1 and P-2, and payment of a park contribution as set forth in Paragraph P-7, Developer shall have no further obligations under this Agreement.

(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 OF A PARCEL OF LAND, BEING PART OF ASSESSOR'S
PLAT No. 29 AND LOCATED IN THE NE ¼ OF SECTION 29, T2S, R6E, CITY OF ANN
ARBOR, MICHIGAN

BEGINNING at the Southeast corner of Lot 31 of Assessor's Plat No. 29, recorded in
Liber 9 of Plats, page 20, Washtenaw County Records;
thence N88°08'15"W 124.14 feet along the South line of Lots 28-31 and the North line of
Lot 15 to the Southwest corner of said Lot 28;
thence N01°47'23"E 130.52 feet along the West line of Lots 28 and 35 to the Northwest
corner of said Lot 35;
thence S88°08'15"E 124.14 feet along the North line of Lots 32-35 and the South line of
Lot 36 to the Northeast corner of said Lot 32;
thence S01°47'23"W 130.52 feet along the East line of said Lots 31, 32 and the West
right-of-way line of Fourth Avenue (66 feet wide) to the POINT OF BEGINNING.
Containing 0.37 acres of land more or less and being subject to any easements and/or
restrictions of record, if any.

Parcel ID No: 09-09-29-135-002, 09-09-29-135-003, 09-09-29-135-004,
09-09-29-135-005, 09-09-29-135-028, 09-09-29-135-008,
09-09-29-135-009

(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
whole, 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 permits, 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 courts 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 following pages]

CITY OF ANN ARBOR, MICHIGAN
301 East Huron Street
Ann Arbor, Michigan 48107

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Milton Dohoney Jr., City Administrator

Approved as to Form:

Atleen Kaur, City Attorney

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 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 Washtenaw, State of Michigan
My Commission Expires: _____
Acting in the County of Washtenaw

WRE BRAUN LLC, a Michigan limited liability company

By: _____
Bradley Hayosh, Authorized Member

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by
Bradley Hayosh, the Authorized Member of WRE Braun LLC, a Michigan limited liability company, on
behalf of the 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
City of Ann Arbor
Office of the City Attorney
P.O. Box 8647
Ann Arbor, MI 48107-8647