

625 CHURCH STREET DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of __, 2025, 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 Core Michigan Church, LLC, a Delaware limited liability company, with principal address at 1643 N Milwaukee Avenue, 5th Floor, Chicago, Illinois, 60647, hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described below ("Property") and site planned as 625 Church Site Plan (the "Project"), and

WHEREAS, on ____, Ann Arbor City Planning Commission approved the 625 Church Site Plan ("Site Plan") and on ____, Ann Arbor City Council approved the 625 Church Development Agreement ("Agreement") pursuant to resolution adopted on that date, and

WHEREAS, the DEVELOPER desires to build or maintain 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 properly be made and that the DEVELOPER will install these Improvements prior to any permit 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 and hydrant, public storm water management system, private storm water management system, public sidewalk, public street lights, and public bump outs at the opening of the service drive underneath the air right parcel set forth on the Plans approved by the City ("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.

(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 grant an easement to the CITY for solid waste staging and access, 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 Are

(P-5) To restore the portion of the service drive across the City-owned 616 S Forest Avenue disturbed by construction of the Project according to the plans and specifications designed by and approved by the Downtown Development Authority and the City prior to the issuance of any certificate of occupancy or as determined by the City to be feasible given other development, disturbance, and restoration work in progress for the remaining portion of the service drive.

(P-6) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to Church Street and/or Willard Street, when such Improvements are determined by the CITY to be necessary.

(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, 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 improvements by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and 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) For the benefit of the residents of the DEVELOPER'S Project, to make a park contribution of \$113,125.00 to the CITY Parks and Recreation Services Unit prior to the issuance of any certificate of occupancy for Improvements to surrounding area parks such as Douglas Park, Craighall Park, and Postman's Rest Park, and/or community-wide parks such as Burns Park, Gallup Park, Fuller Park, Island Park, and Riverside Park.

(P-10) To construct, repair and/or adequately maintain the on-site storm water management system as contemplated in the 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 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-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 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-13) To include the elevation drawings, as submitted to City Council 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 elevation setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The DEVELOPER is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and Site Plan approved by City Council.

(P-14) 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-15) DEVELOPER owns or has a long-term ground lease on the Property except for any mortgage, easements, and restriction on record and that the persons signing below on behalf of DEVELOPER have legal authority and capacity to enter into this Agreement for DEVELOPER. DEVELOPER must obtain consent to this Agreement signed by all fee owners of the Property in a form acceptable to the City Attorney.

(P-16) Failure to construct, repair or maintain the Project pursuant to the Site Plan, or failure to comply with any other Agreement's terms and conditions, shall constitute a material breach of the 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-17) 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-18) 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 case SP24-0017 (625 Church St) Site Plan.

(C-2) To use the park contribution described above for Improvements to Douglas, Crary, Postman's Rest, Burns, Gallup, Fuller, Island Lake, and/or Riverside 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

(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 representation or statements, whether oral or in writing, not contained in this Agreement shall not be binding on any 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. Notwithstanding the foregoing, DEVELOPER may assign this agreement to a separate entity under common control by sending notice of the same to the CITY. Further, DEVELOPER is permitted to collaterally assign this agreement to its mortgage lender without such notice or approval, and any transfers of this agreement in connection with such mortgage lender's rights shall not be prohibited hereunder.

(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:

a) Commencing at a point on the East line of Church Street 27 feet South of the Northwest corner of Lot 6, Block 1, R. S. Smith's Second Addition to the City of Ann Arbor, as recorded in Liber 48 of Deeds, page 40, Washtenaw County records, and running thence East parallel with the North line of said Lot 6 to the East line of said lot; thence South 39 feet; thence West parallel with the North line of said Lot 6 to the East line of Church Street; thence North along the East line of Church Street to the place of beginning, together with a right of way 3 feet in width off from the south side of land adjoining said described land on the North, being a part of Lot 6, Block 1, Smith's Second Addition to the City of Ann Arbor. (Commonly Known As: 621 Church St., Tax Parcel ID: 09-09-28-310-011)

and

b) Part of Lots 6 and 7, Block 1, R. S. Smith's Second Addition, commencing at southwest corner of Lot 6, Block 1, R. S. Smith's Second Addition; thence due north 82.5 feet for point of beginning; thence continuing north 49.5 feet; thence

due east 102.24 feet; thence south 1°1' 30" west 49.5 feet; thence due west 102.22 feet to point of beginning; Block 1, R.S. Smith's Second Addition. (Commonly Known As: 625 Church Street, Tax Parcel ID: 09-09-28-310-023)

and

c) Commencing at the SW corner of Lot 6, Block 1 in R.S. Smith's Second Addition to the City of Ann Arbor, as recorded in Liber 48 of Deeds Page 40, Washtenaw County Records, and running thence North on the East line of Church Street, 5 rods; thence East parallel with Willard street 5 rods; thence South parallel with Church Street, 5 rods; thence West along the North line of Willard Street to the Place of the Beginning. (Commonly Known As: 633 Church Street, Tax Parcel ID: 09-28-310-013)

and

d) Commencing at the Southwest corner of Lot 6, Block 1, R.S. Smith's Second Addition to the City of Ann Arbor, Washtenaw County, Michigan, as recorded in Liber 48 of Deeds, Pages 40 and 41, Washtenaw County Records; thence East 66.18 feet along the South line of Lot 6 to the Northwest corner of Lot 7 of Block 1 for a Place of Beginning; thence North 0°01'30" East 82.50 feet along the West line of Lot 7; thence due East 36.00 feet; thence South 0°01'30" West 82.50 feet; thence due West 36.00 feet along the South line of Lot 7 to the Place of Beginning, being the South 5 rods of the West 36 feet of Lot 7, Block 1, R.S. Smith's Second Addition to the City of Ann Arbor, commonly Known As: 1207 Willard Street (Tax Parcel ID: 09-09-28-310-024)

in the City of Ann Arbor, Washtenaw County, Michigan.

(T-5) In addition to any 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 an adequate basis and cause to issue a stop work order for any previous 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*)

DRAFT

CITY OF ANN ARBOR
a Michigan municipal corporation

Christopher Taylor, Mayor

Jacqueline Beaudry, City Clerk

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

ss

This instrument was acknowledged before me this _____ d _____ 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)

[DEVELOPER ENTITY NAME]

By: _____
[Name, Title]

Signed in:

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____,
20____ by _____, _____ of
_____, a _____, on behalf of the _____.

NOTARY PUBLIC

County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____

DRAFTED BY _____ AFTER RECORDING RETURN TO:

Christopher Frost (P70 0)
Senior Assistant City Attorney
Office of the City Attorney
City of Ann Arbor
Ann Arbor MI 48104