

**805 OXFORD ROAD – KAPPA DELTA SORORITY  
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 [Name of Developer], a [Type of Entity] ("DEVELOPER"), with principal address at [Complete Address including ZIP], [Additional Developer Names, Types of Entity, and Principal Address As Necessary].

WHEREAS, DEVELOPER owns certain land in the City of Ann Arbor, described in Paragraph T-4 below (the "Property") and site planned as Kappa Delta SorORITY ("Project");

WHEREAS, on \_\_\_\_, Ann Arbor City Planning Commission approved the Project site plan ("Site Plan") and on \_\_\_\_\_, Ann Arbor City Council approved this Project Development Agreement ("Agreement");

WHEREAS, 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 for the Project be properly made and that DEVELOPER will install certain improvements prior to any permits being issued when required by applicable law, including CITY Code and regulations.

The parties agree:

**THE DEVELOPER HEREBY AGREES:**

(P-1) To prepare and submit to the CITY for approval plans and specifications ("Plans") prepared by a registered professional engineer for construction of public water main, public storm water management system, private storm water management system, public sidewalk, and private sidewalk ("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 install all water mains and storm sewers, 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

(P-5) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to Oxford Rd, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Oxford Rd frontage when such Improvements are determined by the CITY to be necessary.

(P-6) 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-7) 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-8) Existing woodland trees and 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 final certificate of occupancy, whichever is later. Such woodland trees and 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 Ann Arbor City Code.

(P-9) For the benefit of the residents of the DEVELOPER's Project, to make a park contribution of \$7,500 to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for improvements to nearby and community-wide parks.

(P-10) 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-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 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-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) To abide by the Special Exception Use conditions of approval.

(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.

(P-17) 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. 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-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 payment 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, has been recorded as a lien on the CITY's tax roll and with the Washtenaw County Register of Deeds, then upon payment of the amount in full along with any penalties and interest, the CITY shall upon request execute an instrument in recordable form acknowledging full satisfaction of the lien.

(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 use the park contribution described above for improvements to nearby and community-wide parks.

(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

*[ALTA Legal description(s) to be inserted here:]*

*[Parcel ID Number(s) to be inserted here:]*

(T-5) In addition to any other remedy in law or in equity, failure of 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 DEVELOPER in writing that DEVELOPER has satisfactorily corrected the obligations 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)*

**[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 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. **[INSERT TAX PARCEL NUMBERS FOR ALL DEVELOPER'S PARCELS]**