

**STATE OF MICHIGAN
COUNTY OF WASHTENAW
CHARTER TOWNSHIP OF PITTSFIELD**

**DEVELOPMENT AGREEMENT
SHAMROCK SELF-STORAGE
FOR SHAMROCK BUILDERS**

THIS DEVELOPMENT AGREEMENT is by and between **Shamrock Builders**, a Indiana limited liability company, whose address is 9800 Westpointe Dr, Suite 200, Indianapolis, IN 46256, and the **CHARTER TOWNSHIP OF PITTSFIELD**, a Michigan municipal corporation whose address is 6201 West Michigan Avenue, Ann Arbor, Michigan 48108 (the "Township").

Recitals

- A. Shamrock Builders is the developer of the Shamrock Self Storage located on property described in the attached and incorporated Property Description Exhibit 1, (the "Property"), located in the Pittsfield Charter Township, Washtenaw County, Michigan.
- B. As part of both the application and approval process, Shamrock Builders has offered and agreed to make the on-site and off-site improvements depicted on the Shamrock Self Storage Final Site Plan received January 9, 2020, as approved on November 29, 2020, and in the records of the Township, which the Parties agree are necessary and roughly proportional to the burden imposed in order to (i) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner, and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*
- C. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property, Shamrock Builders and the Township enter into this Development Agreement, effective on the date of this Agreement.

Agreement

NOW, THEREFORE, as part of approval of the site plan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED as follows:**

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below.

- (A) **“Commencement Date”** means the date that building permits are first issued for any phase of the Project.
 - (B) **“Developer”** means Shamrock Builders, its successors, and assigns.
 - (C) **“Development”** means all Components of the Shamrock Self Storage development as shown on the Final Site Plan, including the infrastructure and all required construction on each Phase.
 - (D) **“Final Site Plan”** means the site plan and all associated plans that have been reviewed and approved by the Pittsfield Township Planning Commission.
2. **Compliance with Applicable Laws.** All development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township ordinances and county, state and federal laws, and shall also be subject to and in accordance with this Agreement, the Final Site Plan and all other approvals and permits required under applicable Township ordinances and county, state and federal laws. All references in this Agreement to Township zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Development shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the Final Site Plan, provided that all construction and development is completed in compliance with this Agreement and the Final Site Plan.
3. **Compliance with Conditions of Approval.** All development, use and improvement of the Property shall be in conformance with any and all conditions of approval of the Planning Commission pertaining to the Development as reflected in the official resolutions and/or minutes of such approvals. It is specifically agreed that final site plan approval is contingent upon the execution of and compliance with this Agreement.
4. **Permitted Development.** The Property shall be used, developed, and improved only in accordance with the following:
- (A) Shamrock Self Storage Site Plan, developed as a conditional use under Article 10.0 and under Article 4.0, C-2, Regional Commercial, of the Zoning Ordinance of Pittsfield Charter Township.
 - (B) The Shamrock Self Storage Final Site Plan, includes seven (7) buildings totaling approximately 125,000 square feet as approved by the Township Planning Commission on November 19, 2020, which shall be maintained on files in the offices of the Township.
 - (C) All applicable Township ordinances and design standards, except for those deviations which have been approved as part of the Shamrock Self Storage Final Site Plan approval.

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- (D) Any and all conditions of approval of the Township Board and Planning Commission pertaining to the Development as reflected in the official minutes of such approvals and in this Agreement.
- (E) Any revisions or adjustments otherwise required for the approval and permitting of the construction plans.
5. **Effect of Site Plan Development Approval.** Approval of the Shamrock Self Storage Site Plan constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Shamrock Self Storage, the Conditions of Approval, and this Agreement.
6. **Phasing.** The Property shall be developed in one phase, as shown the approved Shamrock Self Storage Final Site Plan.
7. **Land Use, Setbacks, Building Height, and other Regulations.** Within the Shamrock Self Storage, all buildings and site amenities shall be laid-out, situated, and designed in accordance with the Conditions of Approval and as shown on the approved Shamrock Final Site Plan.
8. **Water and Sanitary Sewer Systems.**
- (A) Shamrock Builders shall, at its sole expense, construct and install on-site and off-site improvements to and connections tying into the municipal water and sewage systems in accordance with and as set forth in detail with the Shamrock Self Storage Final Site Plan.
- (B) Shamrock Builders shall dedicate easements and conveyances for, and shall post financial security relating to the completion of construction and dedication of, all such water and sewer system improvements in accordance with and as set forth in this Agreement.
9. **Storm Water Drainage.**
- (A) Shamrock Builders, at its sole expense, has constructed and shall maintain with other users an on-site storm water drainage system, in accordance with the Shamrock Final Site Plan, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan for each phase and sub-phase.
- (B) Shamrock Builders shall maintain with other users the on-site storm water management system in accordance with the standard form of Storm Water Management and Maintenance Agreement and Plan ("Storm Water

Agreement”), which is attached to and made part of this Agreement, unless obviated as set forth in subparagraph 9(E), below.

- (C) No building permits shall be issued for the Development prior to substantial completion and approval of the on-site storm water drainage system in accordance with the Storm Water Agreement.
- (D) Developer shall acquire all necessary easements over adjoining properties to accommodate storm water management prior to construction of any Components.
- (E) Notwithstanding any of the provisions of this Section 9 to the contrary, in the event the Developer enters into a so-called 433 Agreement for the Development with the Washtenaw County Water Resources Commissioner pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, Developer (i) shall not be required to enter into the Storm Water Agreement, (ii) shall construct the drainage facilities in accordance with such 433 Agreement and the Water Resources Commissioner’s applicable standards and specifications, (iii) once the drainage facilities for the Development are accepted by the County Water Resources Commissioner the Developer shall no longer have any maintenance responsibilities for such facilities, and (iv) no house building permits shall be issued for any phase of any Components in the Development prior to completion of the on-site storm water drainage system for such phase of such Component in accordance with the 433 Agreement.

10. Landscaping. Internal landscaping and landscaping amenities on each Phase of the Property shall be completed and maintained as shown and described in the landscape plans, details, and information with respect to each Phase that are part of the approved Shamrock Self Storage Final Site Plan.

11. Lighting and Signs:

- (A) Lighting shall comply with Lighting and Photometric plan submitted as part of the Shamrock Self Storage Final Site Plan.
- (B) Any future lighting shall comply with all applicable Township ordinances. All lighting components, including Kelvin ratings, require Township approval prior to installation.
- (C) Any future signage shall comply with all applicable Township ordinances and shall require Township approval prior to installation.

12. Wetlands:

- (A) Shamrock Builders shall improve and maintain all onsite wetlands in accordance to Wetland Plan November 19, 2020, as approved as part of the

Wetland Permit granted by the Township Planning Commission on November 19, 2020.

13. Tree Mitigation:

- (A) Shamrock Builders agrees to pay the fair market value of 318.5 inches into the Township Tree Fund. Such fair market value shall include estimated cost of landscaping and cost of installation.

14. Open Space and Natural Features.

- (A) For the purpose of ensuring long-term preservation of open space and natural features within Shamrock Self Storage, all open space and storm water drainage and detention areas and facilities shall be perpetually preserved as conservation areas by way of either specific restrictions in Conservation Easement or the Master Deed and Bylaws for the Development all in such form as approved by the Township.

Developer and, for all times in the future, all future owners and co-owners shall be required to maintain and preserve all of the aforementioned open space and common areas as protected open space, drainage courses, and natural preserves in accordance with the terms and provisions of all the aforementioned agreements, easements, and deed restrictions that have been or are to be recorded in connection with such areas within the Shamrock Self Storage.

Developer, and all of its successors in ownership of any portion or all of the Property, shall at all times comply with any permits issued by the Township, the Michigan Department of Environmental Quality, and any other governmental unit relative to such areas located on the Property.

15. Traffic and Pedestrian Circulation.

- (A) Shamrock Builders shall design, situate, construct, maintain, and repair all roads, entranceways, sidewalks, and traffic circulation signage within and for the Shamrock Self Storage, at its sole expense, in accordance with and as set forth in detail in the Permit Conditions and Final Site Plan.
- (B) Shamrock Builders shall post financial security relating to the completion of construction of all such roads and drives within and for the Shamrock Self Storage in accordance with and as set forth in detail in the Permit Conditions and this Agreement.
- (C) Shamrock Builders shall use its best efforts and diligently pursue necessary easements over adjoining properties in order to provide access to the Development in accordance with and as set forth in this Agreement. All road construction shall be in compliance with the Pittsfield Charter

16. Completion of Improvements; Financial Assurances.

- (A) All on-site and off-site improvements of the Development, including without limitation, all roads, drives, entranceways, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, public sidewalk, internal private pedestrian walkways with related amenities and improvements, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the Site Plan Documents, the approved Final Site Plan, any other approvals or permits granted by the Township, and all applicable ordinances, laws, standards, and regulations.
- (B) During the construction of the Development, shall be obligated to maintain the above improvements and amenities, and as required by the Township's Performance Guarantees ordinance, Shamrock Builders shall provide financial assurances satisfactory to the Township for completion, preservation, and maintenance of such improvements on a phase-by-phase basis such that, upon completion, each sub-phase will be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Shamrock Self Storage Development and the residents of the surrounding area.
- (C) Such financial assurances shall be in the form as set forth in Section 3.09, Performance Guarantees, of the Zoning Ordinance, together with an agreement with the Township, approved by the Township Attorney, authorizing the Township, at its option, to complete and maintain such improvements using the funds from the security posted by the Shamrock Builders if Shamrock Builders has failed to complete and/or maintain the improvements within the time specified therein. If Shamrock Builders proceeds with any sub-phase within the development of the Property, Shamrock Builders shall be obligated to design and completely construct all of the improvements and amenities required for said sub-phase.
- (D) It is anticipated that construction will begin with the mass grading, storm sewer and detention system, water main and sanitary sewer, and wetland mitigation areas.

17. Township Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the Site Plan

Documents, the Township may serve written notice upon Developer and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "violating party") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and if not cured, the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain at the discretion of the Township Board. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

- (A) Enter upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby. This provision does not preclude the Township from exercising its rights under other sections of this Agreement.

- (B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Site Plan Documents. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.
 - (C) The Township may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.
- 18. **Delay in Enforcement; Severability.** Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.
- 19. **Access to Property.** In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Development, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing the Site Plan Documents.
- 20. **Agreement Jointly Drafted.**
 - (A) The Parties have negotiated the terms of the Site Plan, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. Shamrock Builders fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Site Plan Documents, and they shall not be permitted in the future to claim that the effect of the Site Plan Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Site Plan Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.
 - (B) Furthermore, it is agreed that the improvements and undertakings described in the Site Plan Documents are necessary and roughly proportional to the

burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*

- (C) It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare.
- (D) The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Shamrock Self Storage Development and to the community, which benefit would otherwise be unlikely to be achieved without the Shamrock Self Storage Development and is an important component of the Shamrock Self Storage Development upon which the Township relied in its consideration and approval of the Shamrock Self Storage Development.

21. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Site Plan Documents which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances shall be applicable provided such determination is not inconsistent with the nature and intent of the Site Plan Documents. Whenever possible under the laws of the State and ordinances of the Township, the approval of the site plan shall be determined to be a reasonable and minor waiver or modification to the applicable Township regulation or Ordinance, so that the particular aspect of the Shamrock Self Storage Development that is in question shall be deemed acceptable. In the event of a conflict or inconsistency between two or more provisions of the Site Plan Documents, or between the Site Plan Documents and applicable Township ordinances, the more restrictive provision, as determined in the reasonable discretion of the Township, shall apply, provided that applying the more restrictive provision does not result in loss of Shamrock Self Storage Development density, impair the operations of the Development, or otherwise negate the general intent of the Developer and the acceptance of the Planning Commission demonstrated by their approval of the Site Plan.

22. **Warranty of Ownership.** Prior to the commencement of site construction Shamrock Builders will have all requisite authority to develop the Property described on the attached Property Description (Exhibit 1) without any further consents of any other third-parties.
23. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement shall be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.
24. **Assignment.** Developer may not assign its rights under this Development Agreement without the prior written approval of the Township, which shall not be unreasonably withheld. No assignment shall be effective unless the applicable financial assurances required of assignee are in effect and have been approved by the Township. Notwithstanding the foregoing, provided that any assignee of Developer is: (1) an affiliate, subsidiary, or other related entity to Shamrock Builders, or (2) such assignee has agreed to be fully bound to each and every term hereof including but not limited to, the financial assurances required by Paragraph 14 of this Agreement and Section 3.09 of the Pittsfield Charter Township Zoning Ordinance, Developer may assign its rights under this Agreement upon notice to The Township.
25. **Recording.** This Agreement may be recorded with the Washtenaw County Register of Deeds. If this Agreement is not recorded in its entirety, an Affidavit shall be recorded in accordance with the Final Site Plan, upon approval by the Township Attorney, containing the legal description of the entire project, specifying the dates of approval and all amendments of the Final Site Plan, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Final Site Plan.
26. **Amendments and Modifications.** The provisions of this instrument may be amended or modified, but only with the prior written consent of the Township and the Development's Owner(s). Any amendment or modification to this agreement shall be recorded in the Washtenaw County Records. Any portion of this instrument not otherwise amended or modified, shall remain in full effect.

THIS DEVELOPMENT AGREEMENT was executed by the respective Parties on the date specified with the notarization of their signatures and shall be considered to be dated on _____ and shall take effect immediately.

[Intentionally blank. Signatures commence on next page.]

Shamrock Builders,
an Indiana limited liability company

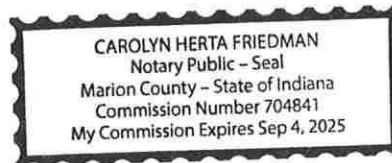
By: Greg O'Herrin
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Subscribed and sworn to before me this 24 day of Nov, 2020 by
Greg O'Herrin of Shamrock Builders, an Indiana limited liability company, on behalf of said
company.

Carolyn Herta Friedman
Notary Public

County, Michigan
My Commission Expires: _____



[Intentionally blank. Signatures continued on next page.]

CHARTER TOWNSHIP OF PITTSFIELD,
a Michigan municipal corporation

By: _____
Mandy Grewal, Supervisor

By: _____
Michelle L. Anzaldi, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

Subscribed and sworn to before me this _____ day of _____, _____ by Mandy Grewal, Supervisor, and Michelle L. Anzaldi, Clerk of the Charter Township of Pittsfield, a Michigan municipal corporation.

Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT 1
Legal Description

Liberty Title Agency
(734) 665-6103

Stewart Title Guaranty Company
SCHEDULE C

File Number: LIB125843

Policy Number: PROFORMA

Land is located in Township of Pittsfield, County of Washtenaw, State of Michigan, and described as follows:

All that part of Lots 3, 4, 5, 6, and 7 of Sommer's Subdivision of part of the Northwest 1/4 of Section 13, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, as recorded in Liber 9 of Plats, page 51, Washtenaw County Records, which lies North of a line 150 feet North of (measured at right angles) and parallel to the centerline of Highway I-94 described as: Beginning at a point on the West line of said Section 13, which is North 01 degrees 00 minutes 45 seconds West 533.17 feet from the West 1/4 corner of said Section 13; thence South 88 degrees 34 minutes 15 seconds East 1500 feet to a point of ending, EXCEPTING therefrom the West 60 feet of said Lots.