

**CHARTER TOWNSHIP OF SUPERIOR
REGULAR BOARD MEETING
SUPERIOR CHARTER TOWNSHIP HALL
3040 N. PROSPECT, YPSILANTI, MI 48198
FEBRUARY 8, 2012
SPECIAL MEETING
5:00 p.m.
AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES
6. CITIZEN PARTICIPATION
7. REPORTS
8. COMMUNICATIONS
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - a. Review of proposed Consent Judgment with Charter Development Company, LLC regarding a proposed public charter school
 - b. Action
11. PAYMENT OF BILLS
12. PLEAS AND PETITIONS
13. ADJOURNMENT

Deborah Kuehn for David Phillips, Clerk 3040 N. Prospect, Ypsilanti, MI 48198 734-482-6099

OFFICE OF
RICHARD MAYERNIK C.B.O.
BUILDING/ZONING OFFICIAL

TOWNSHIP HALL
3040 NORTH PROSPECT ROAD
COR. PROSPECT & CHERRY HILL RDS.
YPSILANTI, MICHIGAN 48198
TELEPHONE: (734) 482-6099
FAX: (734) 482-3842

CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN

February 3, 2012

Charter Development Company, LLC
3850 Broadmoor Ave. S. E.
Suite 201
Grand Rapids, MI 49512

Re: Geddes and Ridge – Certificate of Zoning Compliance

Gentlemen,

You have submitted the attached Certificate of Zoning Compliance requesting written certification that the proposed public charter school would be zoning compliant at the location you propose.

Please be advised that the subject parcels are zoned A-2 and P-C. Institutional Uses (schools) are not a Permitted nor a Conditional Use allowed in those zoning districts (pg. 4-5, Land Use Table, Superior Township Zoning Ordinance). As such, your application for approval of the submitted Certificate of Zoning Compliance is denied.

The Township's Zoning Ordinance allows schools as a Permitted Use in the O-1 and PSP districts and as a Conditional Use in the C-1 and C-2 districts. Please contact me if you wish to pursue re-zoning of the parcels.



Richard Mayernik
Building/Zoning Official

SUPERIOR CHARTER TOWNSHIP
3040 NORTH PROSPECT, YPSILANTI, MI 48198
TELEPHONE (734) 482-6099 FAX (734) 482-3842

Certificate of Zoning Compliance

This application must be accompanied by a site plan which is drawn to scale and contains the following information: 1) scale, date and north point. 2) location, shape and dimensions of the lot. 3) dimensioned location, outline and dimensions of all existing and proposed structures, and location and extent of uses not involving structures.

Address of Property: 1988 RIDGE RD, YPSILANTI, MI, ET AL.

Applicant Name: CHARTER DEVELOPMENT COMPANY, L.L.C.

Address: 3850 BROADMOOR AVE. SE, STE. 201

City, State, Zip Code: GRAND RAPIDS, MI 49512

Phone Number: 616-222-1700 Alternate Number: _____

Provide a complete description of existing and intended uses of the property and structures, existing and proposed:

CURRENT RESIDENTIAL STRUCTURE TO BE
DEMOLISHED AND REPLACED BY K-8
CHARTER SCHOOL PER ATTACHED LETTER.

The undersigned certifies that he/she is the owner or agent of the owner authorized to submit this application.

[Signature]
Applicant Signature

2-2-12
Date

Township Use Only

Parcel Number: J-10-36-100-003; 004; PORTION OF 002

Site Plan Number: N/A

Parcel Zoning District: A-2 AND PC

Zoning Administrator: RICHARD MAYERNIK [Signature]

Zoning Compliance Approved

Zoning Compliance Denied

Reason for Denial: SEE ATTACHED LETTER DATED
FEBRUARY 3, 2012

RECEIVED

FEB 03 2012

SUPERIOR TOWNSHIP
PLANNING OFFICE

CHARTER DEVELOPMENT COMPANY, LLC

3850 Broadmoor Ave., SE, Suite 201, Grand Rapids, MI 49512

RECEIVED

FEB 03 2012

January 30, 2012

SUPERIOR TOWNSHIP
PLANNING OFFICE

Superior Township
C/o Mr. Richard Mayernik
3040 N. Prospect
Ypsilanti, MI 48198

RE: Site Zoning Compliance Certification for K-8 Charter School at Southeast
Corner of Geddes and Ridge roads.

Dear Mr. Mayernik

National Heritage Academies, in partnership with a group of local citizens, is considering building and operating a K-8 Charter School at the southeast corner of Geddes Rd. and Ridge Rd. on property tax parcels J-10-36-100-003, and J-10-36-100-004, and the westerly 170 feet (along Geddes Rd. and south to Fowler Creek) of J-10-36-100-002. The 3 parcels (see attached) consist of approximately 12.5 gross acres, including County road right of ways, and collectively have approximately 810 feet of Geddes Rd. frontage and 550 feet of Ridge Rd. frontage. The proposed new building would be two stories, approximately 46,000 square feet and serve about 750 Kindergarten through 8th grade students at full capacity.

Please certify in writing to Charter Development Company, LLC that the proposed use as a Public Charter School is compliant with current zoning for the named parcels.

As previously discussed, under applicable statutes, all public and public charter school site plan approval and building construction in Michigan, as well as the review of any required construction documents, is under the sole and exclusive jurisdiction of the State of Michigan Department of Education, through the Office of the Superintendent of Public Instruction.

The following information is taken from the State of Michigan Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety's (BCCFS) website (<http://www.michigan.gov/bccfs>):

"On December 23, 2002, PA 628 of 2002 was signed into law. This law amends the School Building Act, PA 306 of 1937 by requiring the inspection of all school building construction, as well as the review of any required construction documents under the Stille-DeRossett-Hale Single State Construction Code Act and the Fire Prevention Code, PA 207 of 1941."

CHARTER DEVELOPMENT COMPANY, LLC

3850 Broadmoor Ave., SE, Suite 201, Grand Rapids, MI 49512

"Site plan review for all school projects is conducted by the Bureau of Construction Codes and Fire Safety (BCCFS). This change became effective February 20, 2004, pursuant to an agreement with the Michigan Department of Education (MDOE). This requirement applies to all public and charter school projects. Private and parochial schools continue to go through the site plan approval process of the local government....

BCCFS will conduct the site plan review and forward its approval recommendations to the MDOE. The final approval decision of the MDOE will be communicated to the applicant in writing by BCCFS."

Additionally, the Michigan Supreme Court recently reaffirmed the sole and exclusive jurisdiction of the State in Northville Township v Northville Public Schools:

". . . . it is our view that the Legislature clearly evidenced an intention to grant 'sole and exclusive jurisdiction' over school construction and site plans to the state superintendent, thereby immunizing local districts from township ordinances as they affect the content of the site plan itself. Because nothing in either the Township Zoning Act or the township planning act suggests an intent to usurp the state superintendent's 'sole and exclusive jurisdiction' over design, construction and site requirements we must conclude the local school districts for their site plan must seek only the state superintendent approval"

Although the Township has neither zoning nor site plan jurisdiction over Public Charter School projects, receiving this certification is useful to our stakeholders, including the local board which will oversee the school, and their potential lenders. If you have any comments or questions concerning this matter, please feel free to contact me at (616) 222-1700.

Sincerely,



Jeff Chamberlain
National Heritage Academies
Real Estate Manager

OFFICE OF
WILLIAM McFARLANE
SUPERVISOR

TOWNSHIP HALL
3040 NORTH PROSPECT STREET
COR. PROSPECT & CHERRY HILL RDS.
YPSILANTI, MICHIGAN 48198
TELEPHONE: (734) 482-6099
FAX: (734) 482-3842

CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN

February 3, 2012

MEMORANDUM

TO: David Phillips, Superior Township Clerk
FROM: William McFarlane, Superior Township Supervisor
RE: Request for Special Meeting of the Township Board

I respectfully request a Special Meeting of the Superior Township Board of Trustees for **Wednesday, February 8, 2012 at 5:00 p.m.** The purpose of the meeting is to consider the proposed Consent Judgment with Charter Development Company, LLC (Heritage Academy).

Thank you.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

CHARTER DEVELOPMENT COMPANY, L.L.C.,
a Michigan Limited Liability Company

Case No: 11-_____-CZ

Hon. _____

And

ROBERT H. SCHULTZ,

Plaintiffs,

vs.

CHARTER TOWNSHIP OF SUPERIOR,
A Michigan municipal corporation

Defendant.

McSHANE & BOWIE P.L.C.
Stephen M. Price (P45072)
Attorneys for Plaintiffs
1100 Campau Square Plaza
99 Monroe Avenue, N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360
(616) 732-5000

LUCAS LAW, PC
Frederick Lucas (P29074)
Attorneys for Defendant
7577 US 12, Suite A
Onsted, MI 49265
(517) 467-4000

CONSENT JUDGMENT

At a session of said Court held in the Washtenaw County
Courthouse in the City of Ann Arbor, Michigan on the ____ day
of _____, 2012.

Present: Honorable _____

PREAMBLE

Plaintiff Charter Development Company, L.L.C., a Michigan limited liability company (“Charter Development”) holds binding rights and interests in and to acquire the approximately 12.44 acres of land located at the southeast corner of the intersection of Ridge Road and Geddes Road, Superior Township, Washtenaw County, Michigan, as more fully described on attached **Exhibit A** (the “Subject Property”), which Subject Property Charter Development intends to develop and operate, or permit to be developed and operated, as a public school academy. The Subject Property is composed of the 9.44 acre “**Geddes Parcel**” and the 3.0 acre “Schultz Parcel”, as each is more particularly described on attached **Exhibit A**. The Geddes Parcel is zoned A-2 (Agricultural District) under the Zoning Ordinance of the Township.

Plaintiff Robert H. Schultz, a single man (“Schultz”), is the current owner of the approximately 112.47 acres of land located at the southeast corner of the intersection of Ridge Road and Geddes Road, Superior Township, Washtenaw County, Michigan, comprised of the Schultz Parcel, and the 109.47 acre “**Remainder Parcel**”, as more fully described on attached **Exhibit B**. The Schultz Parcel and the Remainder Parcel are zoned PC (Planned Community) under the Zoning Ordinance of the Township, and is subject to that certain planned community plan previously approved by the Township (the “**Amberwood Plan**”). Schultz intends to convey the Schultz Parcel to Charter Development, and retain the Remainder Parcel for future development in accordance with an amended planned community plan.

Charter Development applied to the Township for a zoning compliance letter as to the Subject Property, which request was denied by the Township.

An actual controversy exists between Charter Development and the Township concerning the Township’s jurisdiction as to the use and development of the Subject Property and application of MCL 380.1263(3), MSA 15.41263(e), and Charter Development and the

Township desire to settle this lawsuit in accordance with the terms and conditions of this Consent Judgment, in order to avoid further cost and expense and the uncertainty of a trial, and to resolve their disputes relative to this matter.

An actual controversy exists between Schultz and the Township concerning the Planned Community plan known as the Amberwood Plan, and the development of the Remainder Parcel, and Schultz and the Township desire to settle this lawsuit in accordance with the terms and conditions of this Consent Judgment, in order to avoid further cost and expense and the uncertainty of a trial, and to resolve their disputes relative to this matter.

IT IS ORDERED, that the Subject Property may be developed, used and operated as a public school, including but not limited to as a public charter school.

IT IS FURTHER ORDERED, that Charter Development shall apply for any applicable permits and approvals from the Washtenaw County Road Commission, the Washtenaw County Water Resources Commission, and the Michigan Department of Environmental Quality.

IT IS FURTHER ORDERED, it is understood and agreed that pursuant to MCLA 380.1263(3), local governments generally have no authority to review and approve the use and development of public schools, or the plans and specifications for the construction, reconstruction or remodeling of school buildings used for instructional or non-instructional school purposes which are now or hereafter erected, constructed, installed, remodeled, or reconstructed on the Subject Property. By entering into this Consent Judgment, the Subject Property shall be subject to certain applicable Township Ordinances (as specifically provided herein) and its Engineering Standards Manual, to the extent not superseded by federal, state or county statutes, laws, or regulations, or otherwise waived or exempted by the terms of this Consent Judgment.

IT IS FURTHER ORDERED, that the Township and Charter Development agree as follows and shall diligently effectuate the following covenants and agreements in a timely manner; Charter Development's obligations hereunder are contingent upon its election to proceed with the development of the Subject Property:

1. The Township shall rezone the Subject Property to Public/Semi-Public Services (PSP). Further, the Township shall be enjoined from interfering with the plaintiffs' use of the Subject Property in a manner consistent with the provisions of this Consent Judgment.
2. The Township has determined that there are no regulated wetlands on the Subject Property per Township Ordinance No. 178.
3. Charter Development has delivered to the Township a package of civil engineering plans prepared by FTC&H, Project No. G110503 CD, dated January 11, 2012 (the "**Design Plans**", a copy of which is available at the Township Hall). The Township shall review the grading plans, the site demolition/soil erosion sediment control plan, and the site grading and drainage plan included in the Design Plans as sheets C102, C301 and C303, attached hereto as **Exhibit C-1 through C-3**, which Charter Development has submitted in connection with its application for permits, and as to soil erosion permits for site clearing, grading and storm drainage; the Township will issue approval letters to the Washtenaw County Water Resources Commission for the issuance of soil erosion permits for such work upon approval of the plans. The Township has conceptually approved the foregoing grading plans, site demolition/soil erosion sediment control plan, and site grading and drainage plan.

4. The Township shall have jurisdiction as to review and approval of public water improvements. Charter Development shall cause a twelve (12) inch diameter water service to be extended to the eastern property line of Subject Property by means of a public water main; Charter Development shall be responsible for all costs of installing the connection of its building to the public water system, and shall pay standard application fees, the actual cost of the Township's engineering review, and field inspection costs. Any application fees, Trunk and Transmission Fees, Availability Fees, Meter Fees and Tap Fees for which Charter Development will be responsible shall not exceed the Township's schedule of rates in effect as of the date of entry of this Consent Judgment, which anticipated fees are set forth and computed on **Exhibit D**. The contribution of \$45.00 per front foot for the future installation of water main along Ridge Road shall be reduced by the design, permitting and construction costs incurred by Charter Development as to any length of any water main actually installed by Charter Development in Ridge Road. Charter Development shall not commence construction of such water line improvements until the Township has reviewed and approved the water line plans and specifications; the Township shall promptly review and approve all such plans and specifications. The Township has approved the conceptual water system design improvements; the Township shall issue an approval letter to the State Bureau of Construction Review, Plan Review Division, as to domestic water service availability and connectivity, and a final letter as to Michigan Safe Drinking Water Act (Act 399) requirements, upon approval of construction plans.
5. The Township shall have jurisdiction as to review and approval of off-site sanitary sewer improvements. Charter Development shall install a privately

owned and operated lift station and force main extending from the Subject Property to the public sanitary sewer system in the right-of-way of Ridge Road, subject to the Washtenaw County Road Commission permit approval; Charter Development shall be responsible for all costs of installing the connection of its building to the public sanitary sewer system, and shall pay standard application fees, the actual cost of the Township's engineering review, and field inspection costs. Any application fees, Trunk and Transmission Fees, Availability Fees, Meter Fees and Tap Fees for which Charter Development will be responsible shall not exceed the Township's schedule of rates in effect as of the date of entry of this Consent Judgment, which anticipated fees are set forth and computed on **Exhibit D**. Charter Development shall be responsible to ensure the proper maintenance and operation of the privately owned sanitary sewer lift station and force main, with the terms and conditions as set forth in **Exhibit D**. The Township has approved the conceptual sanitary sewer system design and improvements; the Township shall issue approval letters to the State Bureau of Construction Codes, Plan Review Division, as to sanitary sewer availability to the Subject Property, and for MDEQ Act 451, Part 41 permit issuance, upon approval of construction plans. Charter Development shall not commence construction of such sanitary sewer improvements until the Township has reviewed and approved the sanitary sewer plans and specifications; the Township shall review and approve all such plans and specifications. The Township shall apply to Washtenaw County Road Commission, on behalf of NHA, for a right-of-way construction permit for any portion of the approved system to be placed within the right-of-way.

6. The Township shall have jurisdiction as to review and approval of on-site storm sewer improvements. Charter Development shall where necessary construct connections to off-site storm improvements. Charter Development shall pay standard application fees, and actual engineering review and third party field inspection costs, and costs associated with issuance of a site stormwater permit by the Township, not to exceed the Township's schedule of rates in effect as of the date of entry of this Consent Judgment. The Township shall issue approval letters to the State as to storm sewer viability, and required State stormwater permits, upon approval of construction plans. Charter Development shall not commence construction of such stormwater improvements until the Township has reviewed and approved the stormwater plans and specifications; the Township shall review and approve all such plans and specifications.
7. The Township shall have jurisdiction as to the design and adequacy of fire and emergency access, and water capacity for fire suppression at the Subject Property. The Township shall issue an approval letter to the State Bureau of Construction Codes, Plan Review Division, as to the fire and emergency access consistent with the preliminary site plan attached hereto as **Exhibit E** (the "Site Plan"). It is however, understood and agreed that no building construction shall commence on the site until the Township has reviewed and approved the construction plans as to the fire suppression system and emergency access.
8. The Township has approved the conceptual landscape plan included in the Design Plans as sheets C601 and C602, attached hereto as **Exhibits C-4 and C-5**, In addition to the trees shown on the Design Plans, Charter Development has agreed to plant an additional nine (9) trees, of the same size and type, on the berm along

Geddes and Ridge Roads. The conceptual landscape plan contains the minimum required landscaping for the site. The final landscaping plan will reflect the additional nine (9) trees referenced herein.

9. The Township shall cooperate in limiting the number of pedestrian crossings at the intersection of Geddes Road and Ridge Road to one, with such crossing to be over Ridge Road, south of Geddes Road.
10. The Township shall cooperate with Charter Development and the Washtenaw County Road Commission as to driveway location and traffic control for the Subject Property, and the design and construction of any public road improvements.
11. Charter Development shall establish an escrow account in accordance with the Township's standard requirements, for the purpose of reimbursing the Township's reasonable and actual engineering and consulting expenses incurred for the Township's review and evaluation of Charter Development's water, sanitary sewer, grading, drainage and storm sewer applications, engineering drawings, landscaping, lighting, installation, construction, and drafting and review of this consent judgment. These escrows shall include, but not be limited to: engineering plan review; construction inspection review; planning consultant review; wetland administrator review and reasonable attorney fees. In addition, Charter Development shall post surety bonds or other security with the Township, as required by the applicable utility ordinance, which shall include, but not be limited to: Utility Repair Bond, 5% of the construction costs for all public utilities; prior to the Final Acceptance, the applicant will post a two-year Maintenance and Guarantee Bond in an amount equal to the full cost for the

public improvements with the Township. The amount of these bonds or letters of credit will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer.

12. All applicable Township input and approvals as to the plans and specifications for or relating to the Subject Property shall remain subject to revision by Charter Development, to satisfy and meet requirements and modifications necessitated by other jurisdictional authorities, including but not limited to the State of Michigan Bureau of Construction Codes and Fire Safety, and the Washtenaw County Water Resources Commission. Prior to beginning construction on anything affected by such change(s), Charter Development shall notify the Township of such change(s).
13. The Township shall support, approve, and assist in processing a boundary adjustment and/or lot split consistent with the Site Plan. The Township shall also cooperate, at no expense to itself, with Charter Development in the application to remove the Subject Property, or portions thereof, from the State's PA 116 program.
14. The Township shall issue a demolition permit for the residential home and accessory buildings and amenities located on the Subject Property, subject to the Township's ordinance(s) governing demolition.
15. Charter Development shall provide to the Township a survey and/or site plan which include the following: (a) topographic information, (b) location of constructed improvements, (c) as-built locations of sanitary sewer mains and lift stations, water mains, and storm water lines and basins, and (d) approximate delineation of the flood plain. Charter Development shall furnish three mylar As-

built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, water transmission system, sanitary sewer system, storm water conveyance, soil erosion/sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township engineers, with applicable fees paid by Charter Development. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances. Owner/Applicant/Developer shall furnish As-Built Drawing plans in digital PDF and AutoCAD or Charter Development format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.

16. Charter Development shall be permitted to install two signs, sized in accordance with the Township's Public/Semi-Public Services District (PSP) zoning, at its two driveway entrances, ten (10) feet off the road right of way. The size, design and placement of the signs are depicted on sheet C503 of the Design Plans, attached hereto as **Exhibit C-6**. If Charter Development chooses to change or modify the signs in any manner (i.e. use an electronic sign), all signs shall be designed, constructed, installed and maintained in accordance with Article 9 of the Superior Township Zoning Ordinance.
17. Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday

from 8:00 A.M. to 5:00 P.M. The Township's administrative staff may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

IT IS FURTHER ORDERED, that Charter Development agrees to incorporate the following features and designs into its site development plan of the Subject Property, and the Township agrees that such features resolve all Township objections and comments on Charter Development's development and use of the Subject Property:

1. Charter Development shall include in the site plan of the Subject Property an eight (8) foot wide non-motorized trail along the Geddes Road frontage as shown on the Site Plan.
2. Charter Development agrees that exterior building materials will not include horizontal vinyl or aluminum siding, and that architectural steel panels will not exceed thirty percent (30%) of the total exterior building area. Samples of possible but not required building exterior elevation are attached for informational purposes as **Exhibit F**.
3. Charter Development shall incorporate a twenty foot (20') wide buffer around the north and west perimeter of the Subject Property, together with buffer area berming (minimum 36" height) with landscaping as depicted on sheet C301 of the Design Plans, attached hereto as **Exhibit C-2**, subject to approval of the Washtenaw County Road Commission.
4. Light poles on the Subject Property will not exceed a height of thirty (30) feet measured from the pole base plate (the base plate shall be no higher than two feet (2') in height), and perimeter parking lot lighting photometrics shall meet the

more restrictive standards for lumens at the perimeter contained in the Township Ordinance applicable to PSP Zoning Districts (Township Zoning Ord. 14.11.B.1) and the State of Michigan school standards. All pole-mounted fixtures shall be fully shielded as indicated in the Township's Zoning Ordinance section 14.11, B.1. From 10:00PM until 5:00AM, unless the school is in use, the pole-mounted lights will be turned off. The Township's Administrative staff will issue a waiver or permit to extend the allowable lighting hours upon receipt of a written request from Charter Development to do so, if such request is in response to a demonstrated security concern.

IT IS FURTHER ORDERED, that the Township and Schultz agree as follows and shall diligently effectuate the following covenants and agreements in a timely manner:

1. The Township shall support, approve, and assist in processing a boundary adjustment and/or lot split as to the Schultz Parcel and the Remainder Parcel. The Township shall also cooperate, at no expense to itself, with Schultz in the application to remove the Schultz Parcel from the State's PA 116 program.
2. The Amberwood Plan applicable to the Schultz Parcel and the Remainder Parcel is hereby terminated and released as to the Schultz Parcel, and is amended and restated as to the Remainder Parcel in the form attached hereto as **Exhibit G**.

IT IS FURTHER ORDERED, that the execution of this Consent Judgment by the Township and the plaintiffs, is limited to the specific facts and circumstances in this matter and to the willingness of the parties to resolve disputes between them through this Consent Judgment. Nothing contained herein may be used as precedent or prejudice against either Superior Charter Township or the plaintiffs in any other controversy, dispute, claim or action in which either of them may hereafter may become involved regardless of whether such matter is

between Superior Charter Township and the plaintiffs or involving other entities, municipalities, schools or persons.

IT IS FURTHER ORDERED, that a certified copy of this Consent Judgment may be recorded with the office of the Register of Deeds.

IT IS FURTHER ORDERED, that this Consent Judgment shall be binding on all heirs, successors and assigns of the parties.

Circuit Court Judge

The undersigned on behalf of their respective clients hereby stipulate to the facts herein adjudged and consent to be bound by the terms of this Consent Judgment.

McSHANE & BOWIE, P.L.C.

LUCAS LAW, PC

By: _____
Stephen M. Price (P45072)
Attorneys for Plaintiff Charter Development

By: _____
Frederick Lucas (P29074)
Attorneys for Defendant

By: _____ (_____)
Attorney for Plaintiff Schultz

Prepared by:
Stephen M. Price (P45072)
Attorneys for Plaintiffs
1100 Campau Square Plaza
99 Monroe Avenue, N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360
(616) 732-5000

EXHIBIT A

PROPERTY DESCRIPTIONS

Subject Property

COMBINED DESCRIPTION (AS SURVEYED):

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88 DEGREES 07 MINUTES 55 SECONDS EAST 841.95 FEET; THENCE SOUTH 02 DEGREES 32 MINUTES 09 SECONDS EAST 756.85 FEET TO POINT A; THENCE CONTINUING SOUTH 02 DEGREES 32 MINUTES 09 SECONDS EAST 42 FEET, MORE OR LESS, TO THE CENTERLINE OF FOWLER CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID EAST LINE, NORTH 02 DEGREES 32 MINUTES 09 SECONDS WEST 23 FEET TO POINT B, BEING NORTH 82 DEGREES 44 MINUTES 31 SECONDS WEST 172.50 FEET FROM POINT A; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 02 DEGREES 32 MINUTES 09 SECONDS WEST 89.37 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 36 SECONDS WEST 276.90 FEET TO THE CENTERLINE OF FOWLER CREEK; THENCE ALONG SAID CENTERLINE, NORTH 60 DEGREES 10 MINUTES 30 SECONDS WEST 108.96 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 55 SECONDS WEST 300.49 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE ALONG SAID NORTH-SOUTH 1/4 LINE, NORTH 02 DEGREES 35 MINUTES 09 SECONDS WEST 583.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.44 ACRES, MORE OR LESS.

Geddes Parcel

DESCRIPTION (AS FURNISHED BY TITLE COMMITMENT NUMBER 948898 BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED AUGUST 15, 2011):

PARCEL 1 (TAX ITEM NO. J-10-36-100-003):

COMMENCING AT THE NORTH QUARTER POST OF SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTH 260 FEET ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION TO A POINT; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 290 FEET TO A POINT; THENCE NORTH PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 280 FEET TO THE NORTH LINE OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION, 290 FEET TO THE PLACE OF BEGINNING.

PARCEL 2 (TAX ITEM NO. J-10-36-100-004):

COMMENCING AT THE NORTH 1/4 CORNER, SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 36 AND THE CENTERLINE OF GEDDES ROAD NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 290.02 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE AND CENTERLINE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 381.94 FEET; THENCE SOUTH 2 DEGREES 17 MINUTES 15 SECONDS EAST 583.70 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 30 SECONDS WEST 871.44 FEET (PREVIOUSLY MEASURED AS 871.42 FEET), TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 36 AND THE CENTERLINE OF RIDGE ROAD; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE AND CENTERLINE NORTH 02 DEGREES 20 MINUTES 19 SECONDS WEST 323.69 FEET (PREVIOUSLY MEASURED AS NORTH 02 DEGREES 20 MINUTES 25 SECONDS WEST); THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 290.03 FEET (PREVIOUSLY MEASURED AS 290.02 FEET); THENCE NORTH 02 DEGREES 20 MINUTES 25 SECONDS WEST 260.02 FEET TO THE POINT OF BEGINNING.

ALSO:

COMMENCING AT THE NORTH 1/4 CORNER SECTION 38, TOWN 2 SOUTH, RANGE 7 EAST, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION AND THE CENTERLINE OF RIDGE ROAD, SOUTH 02 DEGREES 20 MINUTES 19 SECONDS EAST (PREVIOUSLY RECORDED AS SOUTH 02 DEGREES 20 MINUTES 25 SECONDS EAST) 583.71 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 300.49 FEET TO THE CENTERLINE OF FOWLER CREEK FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 370.93 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; THENCE ALONG SAID EAST LINE SOUTH 02 DEGREES 17 MINUTES 15 SECONDS EAST 56.41 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 06 SECONDS WEST 276.90 FEET TO A POINT ON THE CENTERLINE OF FOWLER CREEK; THENCE ALONG SAID CENTERLINE NORTH 59 DEGREES 54 MINUTES 42 SECONDS WEST 108.94 FEET TO THE POINT OF BEGINNING.

Schultz Parcel

COMMENCING AT THE NORTH 1/4 CORNER, SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88°07'55" EAST 671.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°07'55" EAST 170.00 FEET; THENCE SOUTH 02°32'09" EAST 756.85 FEET TO POINT A; THENCE CONTINUING SOUTH 02°32'09" EAST 42.00 FEET, MORE OR LESS, TO THE CENTERLINE OF FOWLER CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID WEST LINE, NORTH 02°32'09" WEST 23.00 FEET, MORE OR LESS, TO POINT B, SAID POINT BEING NORTH 82°44'31" WEST 172.50 FEET FROM POINT A; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°32'09" WEST 729.49 FEET TO THE POINT OF BEGINNING.

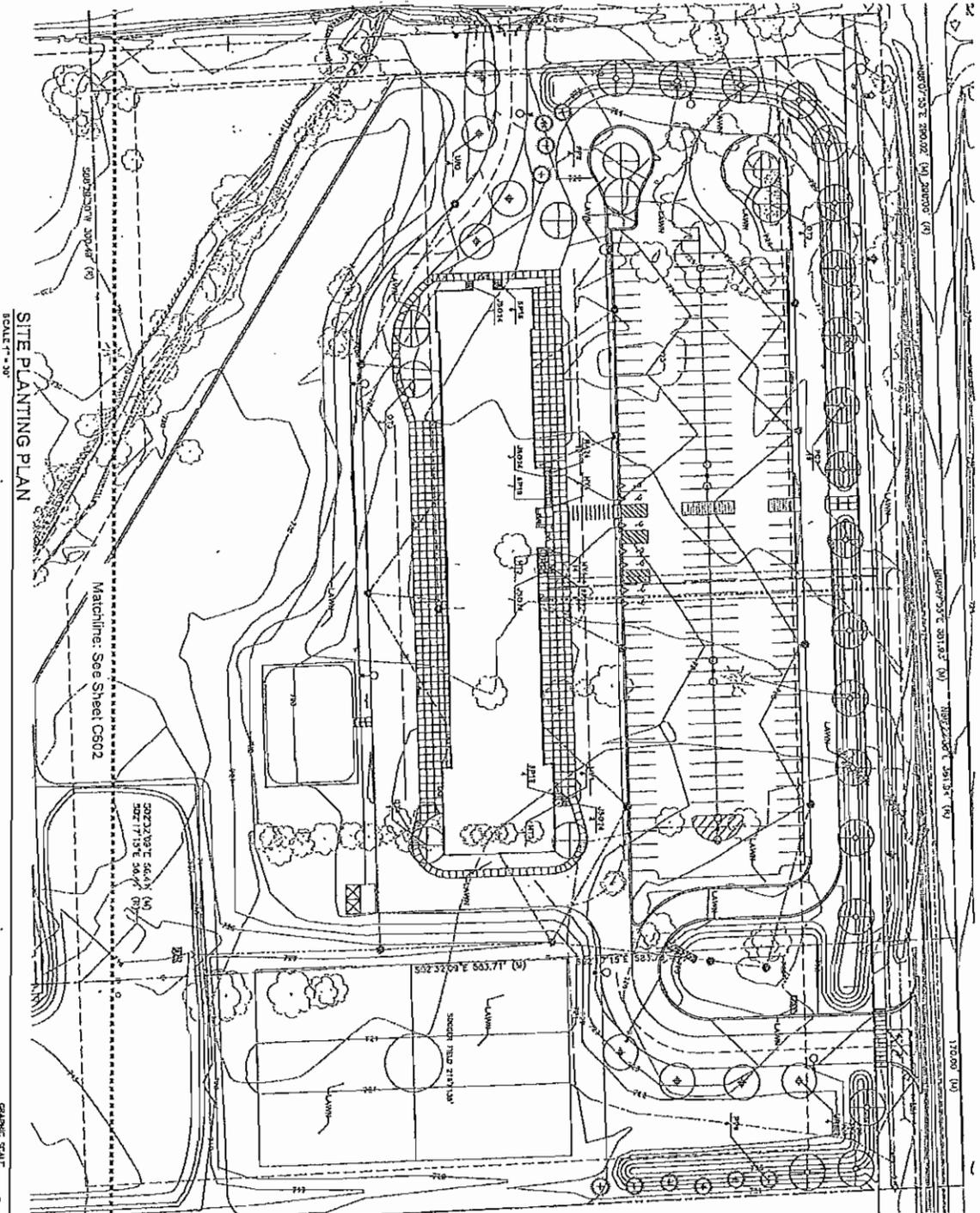
EXHIBIT B REMAINDER PARCEL DESCRIPTION

Remainder Parcel

EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN. ALSO, THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, EXCEPTING AND RESERVING THEREFROM 10 ACRES OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 36 FOR 382.50 FEET FOR A POINT OF BEGINNING; THENCE RUNNING SOUTHERLY PARALLEL TO THE EAST LINE OF SAID SECTION 36 FOR 1089.00 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID SECTION 36 FOR 400.00 FEET; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID SECTION 36 FOR 1089.00 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE EASTERLY ALONG SAID NORTH LINE FOR 400.00 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, WASHTENAW COUNTY, MICHIGAN.

EXCEPT COMMENCING AT THE NORTH 1/4 CORNER, SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88°07'55" EAST 671.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°07'55" EAST 170.00 FEET; THENCE SOUTH 02°32'09" EAST 756.85 FEET TO POINT A; THENCE CONTINUING SOUTH 02°32'09" EAST 42.00 FEET, MORE OR LESS, TO THE CENTERLINE OF FOWLER CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID WEST LINE, NORTH 02°32'09" WEST 23.00 FEET, MORE OR LESS, TO POINT B, SAID POINT BEING NORTH 82°44'31" WEST 172.50 FEET FROM POINT A; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°32'09" WEST 729.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT C-4 DESIGN PLANS



GRADING SCALE:
1" = 3.0'
NORTH



PLANT KEY
 1. 1" = 30'
 2. 1" = 30'
 3. 1" = 30'

TOPSOIL
 1. 1" = 30'
 2. 1" = 30'

GENERAL GRADING NOTES:
 1. 1" = 30'
 2. 1" = 30'

MULCH
 1. 1" = 30'

PLANT MIX
 1. 1" = 30'

GENERAL PLANTING NOTES:
 1. 1" = 30'
 2. 1" = 30'

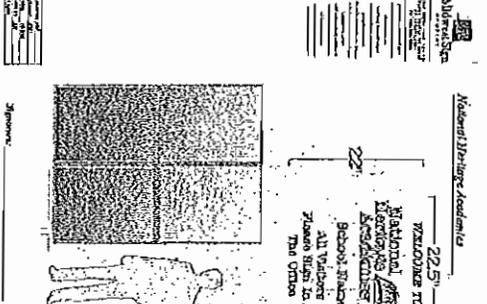
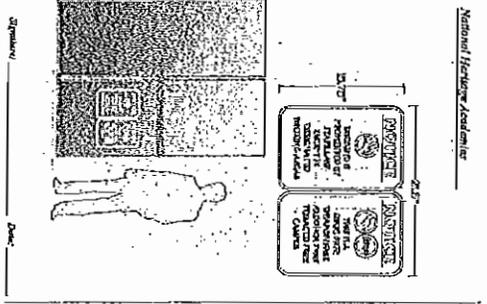
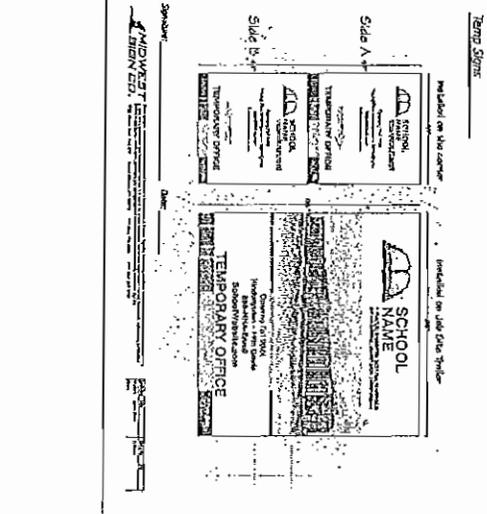
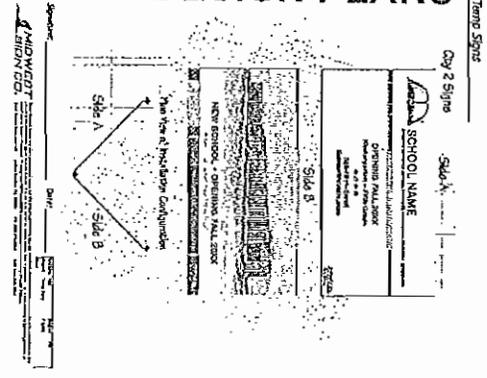
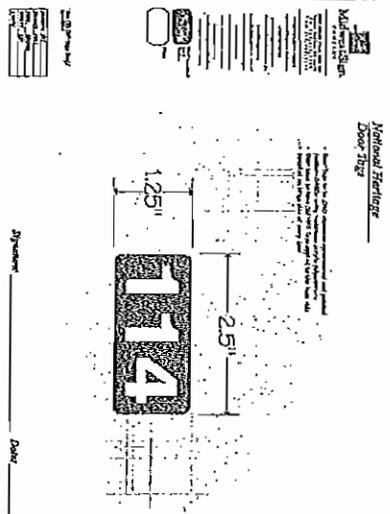
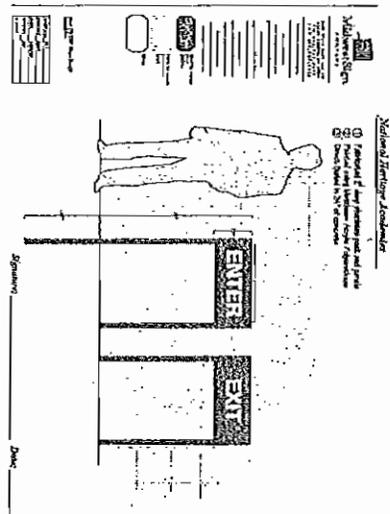
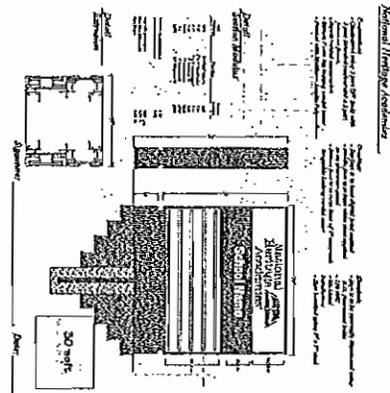
C601
 1105030D

National
Heritage
Academies

South Pointe
Charter Academy
 10550 Geddes Road
 Superior Township, NJ 08198

fitch
 engineers
 scientists
 architects
 constructors

EXHIBIT C-6 DESIGN PLANS



frch

ENGINEERS
SCIENTISTS
ARCHITECTS
CONSULTANTS

National Heritage Academies

South Pointe Scholars Charter Academy

10550 Geddes Road
Superior Township, Ypsilanti, MI 48198

1105980D
C503

**EXHIBIT D
UTILITIES, ENGINEERING AND OTHER SPECIFICATIONS**

WATER & SEWER CONNECTION FEE CALCULATIONS

USE FACTOR DESIGNATION: School - 600 Elementary Students
- 150 Middle School Students

T & T FEES:

Unit Use Factor = 600 Elementary @ .012 REU per Student
150 Middle School @ .020 REU per Student
Base REU Rate Water = \$5,000.00
Base REU Rate Sewer = \$5,500.00

Formula: (Base Rate X Unit Use Factor) = T & T Fee

Water Calculations:

600 Elementary Students X .012 Unit Use Factor X \$5,000 = \$36,000.00
150 Middle School Students X .020 Unit Use Factor X \$5,000 = \$15,000.00

Sewer Calculations:

600 Elementary Students X .012 Unit Use Factor X \$5,500 = \$39,600.00
150 Middle School Students X .020 Unit Use Factor X \$5,500 = \$16,500.00

Total Trunk and Transmission Fee = \$107,100.00

AVAILABILITY FEES:

Water = \$45.00 per front foot
Calculations are based on 70 feet of frontage on Geddes Road
and 45 feet of frontage on Ridge Road, for a total of 115 feet of frontage.

115 Feet of Frontage X \$45.00 per Front Foot = \$5,175.00

Total Water Availability Fee = \$ 5,175.00

METER FEE

Based on Meter Size - Unknown at this time

To Be Determined
Based on Actual
Meter Size & Cost

TAP FEE:

N/A - Done by Developer's Contractor

\$ 0.00

PER AGREEMENT: CONSENT JUDGEMENT

Developer will contribute \$45.00 per front foot for the future installation of water main along Ridge Road frontage.

538 Feet X \$45.00 per Foot = \$24,210.00

Total Water Main Installation =	\$24,210.00
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GRAND TOTAL CONNECTION FEES	\$136,485.00, plus Meter Cost
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On-Site Privately Owned Sanitary Sewer Lift Station and Force Main

The Petitioner, in improving, constructing, erecting and installing the sewage lift station and all appurtenances including, but not limited to, the associated force main, service leads and sewer mains, pumps and access ways, shall comply with all Superior Charter Township codes, ordinances, standards and requirements and State and Federal laws. The Petitioner shall also comply with all requirements of, and obtain all approvals and permits required from all applicable governmental agencies, including, but not limited to, the Superior Charter Township's Ordinances and Codes and other applicable governmental agencies with respect thereto. The sewage lift station, and all appurtenances improved, constructed, erected and installed by the Petitioner with respect thereto, shall be owned by and remain the property of the Petitioner.

The Petitioner shall be responsible for the operation and maintenance of the private lift station and force main, including any service leads with respect to the sewage lift station to a point of connection with the public sewage collection system. The Superior Township Utility Department will require the installation of a telemetry system at the lift station as required by The Superior Charter Township Engineering Standards Manual. The Superior Township Utility Department will monitor the operation of the lift station to ensure the public health, safety and welfare as they are necessary to properly facilitate the disposal of sanitary sewage from the property described as _____

If, in the professional opinion of the Superior Township Utility department, the operation and maintenance of the station is not adequate to ensure the public health, safety and welfare, the township will take action to address the deficiencies of operation and maintenance with all costs becoming the responsibility of the owners of the property.

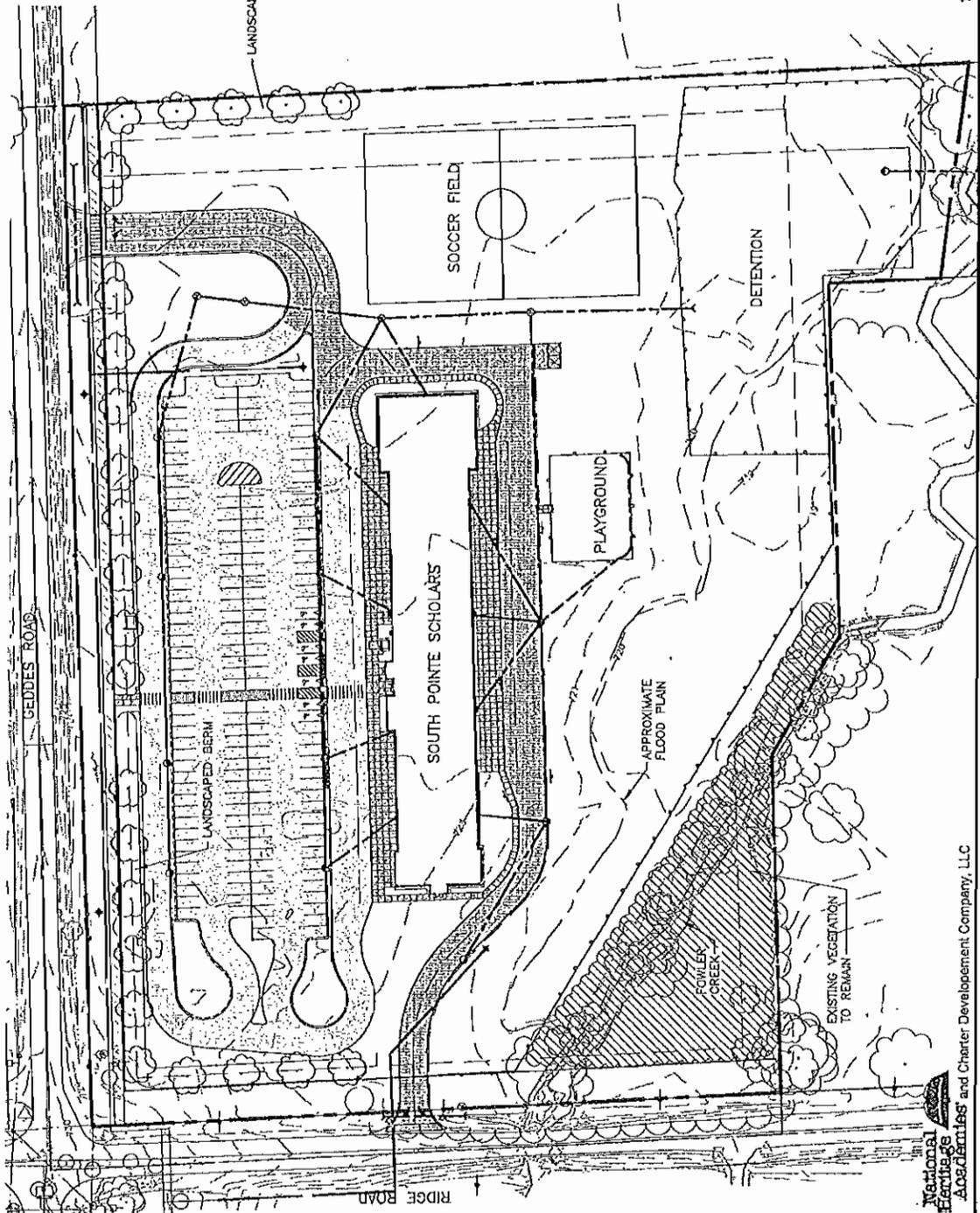
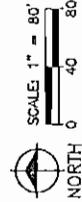
In the event the Superior Township Utility Department has taken action to address deficiencies in the operation and/or maintenance of the sewer lift station and/or force main, a bill for the costs of the action will be created and forwarded to the Owner for payment to the Superior Township Utility Department within 24 days from the date of the bill. All unpaid balances will be collected through all legal avenues available.

If, at any point in the future, a community lift station (either public or privately owned, but operated by the Township) and force main system or gravity sewer becomes available to _____ the Petitioner shall design, construct and pay normal and reasonable costs to redirect the flow into the alternate facilities. The Petitioner shall also pay normal and reasonable costs associated with the operation of any lift station and force main system proportionate to its use.

EXHIBIT E SITE PLAN

- NOTES:**
1. LIGHTING LUMENS WILL COMPLY WITH TOWNSHIP STANDARDS AT THE PERIMETER.
 2. LANDSCAPE BERM SHALL BE 36" TALL WITH TREES SPACED 1/50 LF.

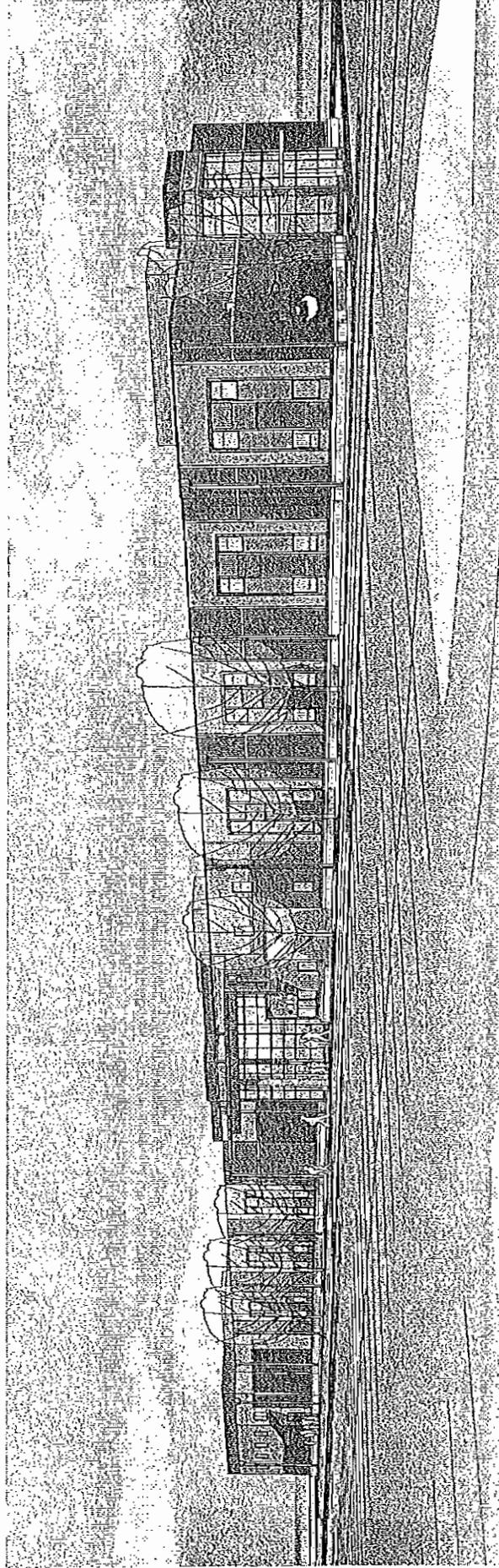
- LEGEND:**
- WATER MAIN W/ HYDRANTS
 - - - STORM SEWER
 - - - SANITARY SEWER
 - - - 1' CONTOURS
 - - - 720
 - - - SCHOOL SIGN
 - - - BUMPER BLOCKS



fishbeck, thompson, carr, & huber, inc.
1/20/2012 11:55:53

National
Florida's
AOC Partners and Charter Development Company, LLC
Charter Development Company, LLC
18550 Giddes Rd.
Superior Township, Michigan 48198

EXHIBIT F
SAMPLE EXTERIOR ELEVATION



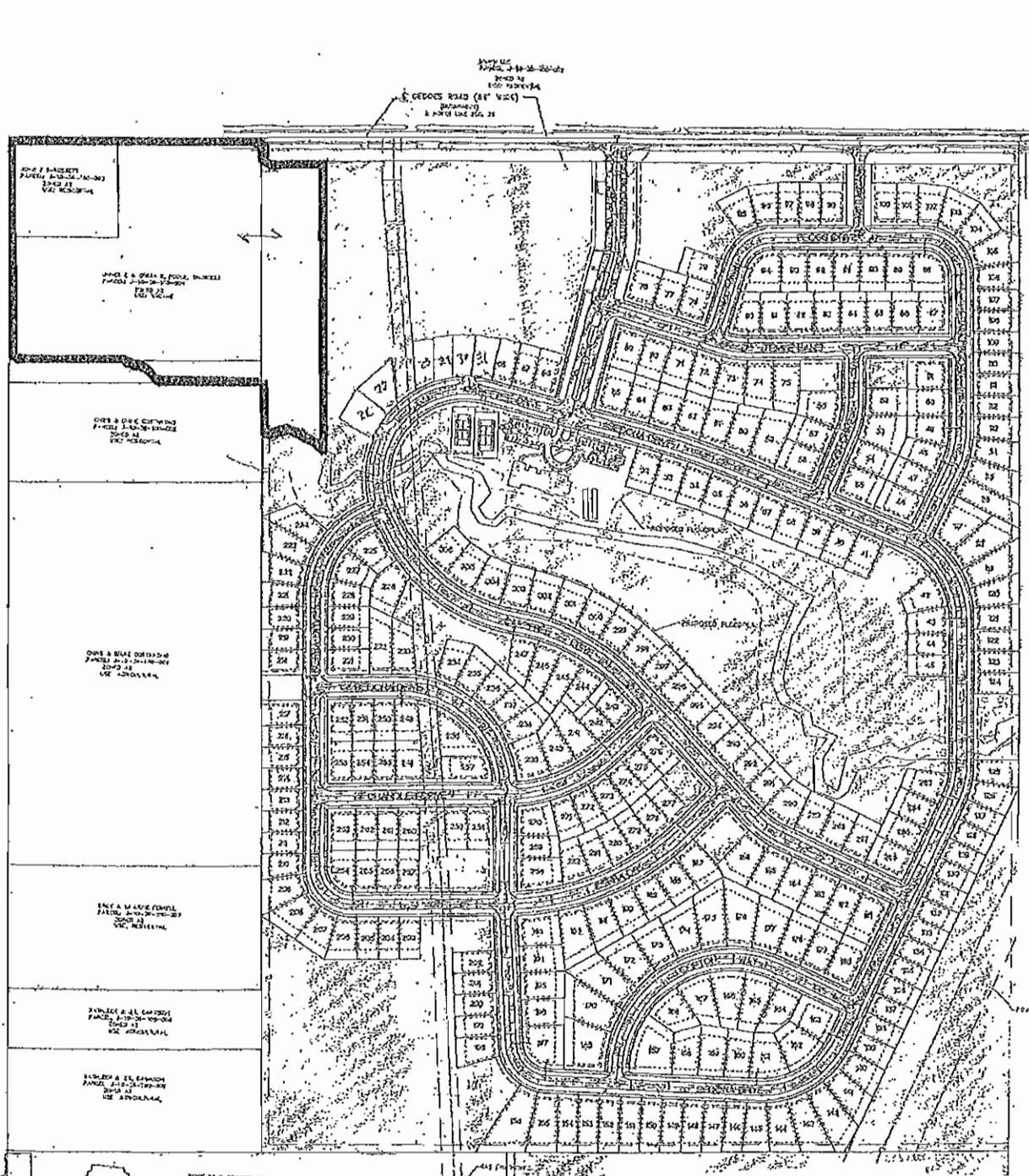
South Pointe Scholars Academy | Superior Township School

Preliminary Exterior Views



December 14, 2011 | Project #1317931D

EXHIBIT G AMENDED AMBERWOOD PLAN



SECTION 35
TOWN 2 SOUTH, RANGE 7 EAST
SUPERIOR TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT: PLUITE LAND DEVELOPMENT CORPORATION
 AMBERWOOD AREA PLAN
 OVERALL AREA PLAN

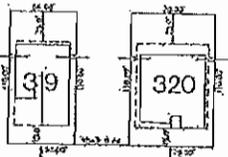
CAP REC: 300113AP-05-0A

Revised 1/31/12
 Per NHA
 Reduced 25 Lots

DATE: SEPTEMBER 14, 2011

SCALE: AS SHOWN
 PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]

 Open Space ≥ 51.03 Acres - ≥ 37%
 Note: All Roads to be Private.



Typical Unit Detail