

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 1**

1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on January 19, 2010, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

The Supervisor led the assembly in the pledge of allegiance to the flag.

3. ROLL CALL

The members present were William McFarlane, Brenda McKinney, David Phillips, Nancy Caviston, Roderick Green, Lisa Lewis and Alex Williams.

4. ADOPTION OF AGENDA

It was moved by McKinney, seconded by Caviston to adopt the agenda as presented.

The motion carried by a voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF DECEMBER 21, 2009

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of December 21, 2009, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. PUBLIC HEARING- CONSENT JUDGMENT BETWEEN SUPERIOR TOWNSHIP AND HUMMANA LLC AND NYR82 LLC

It was moved by Caviston, seconded by Lewis, to open the Public Hearing for the Consent Judgment between Superior Township and Hummana LLC and NYR82 LLC.

The motion carried by a voice vote. The hearing began at 7:35 pm.

Supervisor McFarlane welcomed the audience and provided background information on the lawsuit and negotiations that led to the drafting of the proposed Consent Judgment.

Clerk David Phillips provided information on the purchase price of the Ford Rd. fire station property, the Brother's house, other properties in the area, purchase price of a conservation easement in a neighboring community and the values established by the appraisal. He said based upon these figures, he felt the Township was getting a good deal.

Attorney Fred Lucas made a PowerPoint presentation which outlined the property, history of the dispute and the terms of settlement.

Planning Consultant Don Pennington made a presentation which addressed how the Consent Judgment would affect the area from a planning and zoning perspective.

Current Fire Chief and retired Fire Chiefs Garvin Smith and Max Marken provided information on the condition and utility of current Fire Station #2 and the suitability of the corner 8.1 acres for a fire station.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 2**

Comments and questions were taken from the audience with each person limited to three minutes. They included the following:

Kathleen Martin, Stommel Rd., inquired if a future board could change the zoning and if the owners of the property own any other property in the Township.

John Swatzenburger, Harris Rd., requested clarification on the location of the property and its access to public water and sewer.

Robert Bisaro, Paddock Way, representing the Hunters Creek Homeowners Association provided a written letter to the Board and provided a verbal summary. He stated the Township is paying dearly for the eight acres. The uses proposed for the 29 acres are not in accord with the Township's Growth Management Plan and set a precedent for potential future commercial development. The Township should not permit trailers to be used for storage on the site. He requested not permitting any removal of the trees that provide greenbelt for the home at 2023 Hunters Creek, he is concerned about the possibility of chemicals from the site leaking into the ground water and contaminating local wells, he also suggested if Superior Feed sells the property, the property should revert to the Township.

Marion Morris, Vreeland Rd., representing the Superior Land Preservation Society, and a Township resident, supported the conservation of the land and was glad a feed store would be located in the Township.

Jack Smiley, St. Mary's St., represented the South East Michigan Land Conservancy (SLMC), provided a letter from the SMLC Director Jill Lewis which indicated the SMLC did not take a position on the Judgment, but they are always for land conservation. Mr. Smiley provided some of his personal comments that he would like the development to occur along Geddes Rd., there should be building envelopes on the Conservation Parcel, the document has no limits on subdivision or roads, he has concerns over the six acres and he thinks the conservation easement could be easily undone and he found some typos in the easement.

Moran Pierce, Anns Way, inquired what would happen if the grant money for the fire station did not materialize.

Michael David BenDor provided a written statement to the Board and made verbal comments that the Consent Judgment was breaking the zoning. He and others supported Proposal C to defend the Growth Management Plan, we have won the lawsuit and the whole settlement is a shell game.

Matt Schuster, Geddes Rd., said that the settlement deviates from the master plan and questioned what would happen if the zoning changed.

Porshea Anderson-Taylor, Prospect Rd., felt the Board did a good job and the settlement is much better than what was proposed.

Paul Blasch, E. Avondale Circle, Treasurer of the Bromley Park Homeowner's Association, said there are 266 homes in Bromley Park and additional units in the Bromley Park Condominiums. He said they deserve the closer and superior fire protection that this settlement would afford.

Jim Weeks, Paddock Way, inquired if the use on the corner could be limited to a fire station and not be sold for another use.

Dennis Donahue, Prospect Rd., said the proposed store was a commercial use, not an agricultural use. This commercial use will require parking, lighting and storage and will require a change in zoning. The Growth Management Plans for 1992, 1999, and 2004 did not allow for such a use and that putting a commercial use in an A-2 zone was a prohibited use. He urged the Board to live up to their campaign promises and defend the Growth Management Plan. He felt approving this settlement would set a precedent for the Eyde Group to attempt to have Ypsilanti to annex their property north of Geddes Rd.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 3**

Gary Nagle, N. Harris Rd., appreciated that Board members may feel that this is in the best interest of the Township. He said a fire station on the corner may be better than other potential uses.

Jan Berry, Cherry Hill Rd., inquired if the property would remain zoned A-2.

Supervisor McFarlane read a section from minutes of the July 16, 1998 Planning Commission Special Meeting which indicated Catherine Allen stated the Conservation Easement has not been finalized but they are working towards that end. The easement is proposed at 380 feet deep and run along the entire length of the Conservancy property. Supervisor McFarlane said that if the Donahue's had placed a conservation easement on the property as indicated in the minutes, perhaps we wouldn't have to be here tonight.

Catherine Allen-Donahue, Prospect Rd., said they wanted to put the easement on the property, but the bank would not allow them.

Sandy Lopez, Vreeland Rd., said the Land Conservancy lent the money to the Donahues with the condition that they place a conservation easement on the property, but they never delivered it.

Catherine Allen-Donahue, Prospect Rd., said that was not true. They did not borrow the money from the Land Conservancy, but borrowed the money directly from Jack Smiley.

Tina Schroeder, Frains Lake Rd., supported the Schofield's proposed use of the property and a fire station on the corner.

Theresa Welsh, Vorhies Rd., said she is a business owner and is in real estate. She said this is an excellent settlement and that \$2,500 per acre for a conservation easement is an excellent deal and she would urge the Township should purchase more at this price.

David Guenther, Leforge Rd., Chair Person of the Planning Commission, said he wholeheartedly support the settlement and urged the Board to approve it.

Ellen Kurath, Hickman Rd., said she has reviewed the Consent Judgment and the A-2 zoning district. This is a complicated situation. She supports the Consent Judgment.

Charlotte Austin, Dunbarton Dr., she said she has not concern about the fertilizer spilling, as it packaged to prevent spillage.

Tim Ackman, Cherry Hill Rd., said that supplies for horses are hard to get and that having this store in the area will make it easier to for horse owners to get what they need.

Christine Thomas, Ridge Rd., said the Schofields are great people and she supports their efforts on the property.

Mrs. Nagle, N. Harris Rd., thanked the Board for all they have done in the past but they should think about who will be near the proposed plan.

Catherine Donahue, Prospect Rd., said there is a manure pile along the property line facing her home and inquired if the proposed buffering was going to remove it. She said the Township is paying too much for the property.

Jack Smiley, St. Mary's St., requested that the Board digest the audience's comments and makes their decision at a later Board meeting.

Pastor Mike Allen, Geddes Rd., lives adjacent to the parcel and said when they put the road in they did not talk to him, or inform him of what they were doing to the road and this was a bad way to start a business.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 4**

It was moved by McKinney, seconded by Lewis to close the public hearing.

The motion carried by a voice vote. The time was 10:05 pm.

B. OTHER CITIZEN COMMENTS

No other citizens requested to make any comments to the Board.

The Board recessed from 10:05 pm to 10:13 pm.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: Sheriff Jerry Clayton will be the featured guest speaker at the Neighborhood Watch Meeting at 7:00 pm on Thursday, January 21, 2010. Supervisor McFarlane urged members of the audience to attend. Road projects for 2010 are being reviewed. The Township is planning on spending \$200,000 from the General Fund and will also utilize Road Commission matching funds and Urban County Funds to resurface Stephens Drive. Urban County is considering funding two Habitat projects, one on Harvest Lane and one on Ashton Court. Township Engineer Dave Schroeder and Clerk Dave Phillips worked on submitting a proposal for a State of Michigan grant for energy efficiency improvements. The project involved partnering with the Willow Run School District and would result in the Township receiving \$58,000 and Willow Run receiving \$15,800. The Township has received positive signals from the State and Township is optimistic about receiving the grant. The Utility Dept. and Parks will be reviewing and updating their Capital Improvement Plan. They will also review the Utility Department's fee structure.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHAL, FALSE ALARM REPORT, HOSPITAL FALSE ALARM, ORDINANCE OFFICER REPORT, PARKS COMMISSION MINUTES, SHERIFF'S REPORT, UTILITY DEPARTMENT AND ZONING REPORT

It was moved by Caviston, seconded by Lewis, that all reports be received.

The motion carried by a voice vote.

8. COMMUNICATIONS

A. DENNIS DONAHUE, CONSENT JUDGMENT

At the December 21, 2009 Board meeting, Mr. Donahue read this letter to the Board during Citizen Participation. It outlines his objections to the continued use of the stable as a public stable without having being approved as a Conditional Use.

It was moved by Caviston, seconded by McKinney, to receive the letter from Dennis Donahue.

The motion carried by a unanimous voice vote.

B. MICHIGAN DEPARTMENT OF NATURAL RESOURCES, CHERRY HILL NATURE PRESERVE GRANT

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 5**

Deborah Apostol, Unit Manager of the Michigan Department of Natural Resources indicated in her letter to Supervisor McFarlane that the grant for Cherry Hill Nature Preserve Improvements was not approved. Parks and Recreation staff indicated they may be able to resubmit for the 2010 funding.

It was moved by Caviston, seconded by Lewis to accept the communication from Deborah Apostol, MDNR.

C. EDDIE AND SHERYL HARMON, KIMMEL DRAIN ISSUE

Mr. Eddie Harmon presented a letter to the Board. He also attended the meeting and explained to the Board that he is requesting that the county drain on his property either be abandoned or moved. Supervisor McFarlane explained to him that Dennis Wojcik, Chief Deputy Water Resources Commissioner, indicated in his letter that the drain could not be abandoned because the drain services other properties. Supervisor McFarlane advised Mr. Harmon that the Township could not assist him and he would have to attempt to resolve the matter with the Washtenaw County Water Resources Commission.

It was moved by Caviston, seconded by McKinney, to accept the communication from Eddie and Sheryl Harmon.

The motion carried by a voice vote.

D. PORSHEA ANDERSON-TAYLOR, PLANNING COMMISSION APPOINTMENT

Porshea Anderson-Taylor provided a letter to the Board indicating her appointment to the Planning Commission expires on February 28, 2010. She requested she be re-appointed to a second three year term to expire on February 28, 2013.

It was moved by Caviston, seconded by Green, to accept the communication from Porshea Anderson-Taylor.

The motion carried by a voice vote.

E. JOHN COPLEY, PLANNING COMMISSION APPOINTMENT

John Copley provided an e-mail to the Board indicating his appointment to the Planning Commission expires on February 28, 2010. He requested he be re-appointed to another three year term to expire on February 28, 2013.

It was moved by Caviston, seconded by Green, to accept the communication from John Copley.

The motion carried by a voice vote.

9. UNFINISHED BUSINESS

There was no unfinished business.

10. NEW BUSINESS

A. CONSENT JUDGMENT BETWEEN SUPERIOR TOWNSHIP AND HUMMANA LLC AND NYR82 LLC

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 6**

The Board discussed the Consent Judgment. Each Board member made comments. Supervisor McFarlane said when the economy improved and development increased, there would be development pressure on the property. Even if the Township was successful with the current lawsuit, there would likely be further lawsuits to follow. He felt the Consent Judgment would preserve the property for agricultural use and allow for an excellent location for a fire station. Treasurer McKinney said she mailed out 6,000 tax bills last fall. She speaks to many residents when they come to the Township Hall to pay their taxes. She found that most of the residents she spoke to supported the settlement. Trustee Lewis said she supported the settlement as the best way to end the lawsuit and preserve some property. She also urged the proposed purchaser and the neighbors to work towards having better relationships as neighbors. Trustee Caviston said she felt the settlement was a good deal for the Township and commended the Board for working to accomplish the settlement. Trustee Green emphasized that a lawsuit was always unpredictable. No one could predict the outcome with certainty. He felt the settlement was good for the Township. Clerk Phillips said he listed the pros and cons of the settlement and he ended up with many more pros. He said the Township attempted to partner with other parties and agencies to preserve more of the land, but none of them were able to participate. Several members of the audience spoke for and against the settlement.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO APPROVE THE CONSENT JUDGMENT BETWEEN THE
CHARTER TOWNSHIP OF SUPERIOR AND HUMMANA, L.L.C. AND NYR82, L.L.C.
AND AUTHORIZING THE SUPERVISOR AND CLERK TO SIGN**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on January 19, 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by Caviston, and seconded by McKinney, with the following corrections to the Consent Judgment: "Section 17.03" be added to Section 4(a)(i); and, add language indicating "factory farms" are not permitted in the Conservation Parcel.

WHEREAS:

- A. On April 4, 2007, Hummana, L.L.C. and NYR82, L.L.C.(Plaintiffs) filed an application to rezone the approximately 77.18 acres of land (Subject Property) located at the northwest corner of the intersection of Prospect and Geddes Road in Superior Township.
- B. On August 22, 2007, the Superior Township Planning Commission recommended denial of the application. On September 17, 2007, the Superior Township Board voted to deny the rezoning. On December 6, 2007, the Superior Township Zoning Board of Appeals denied the dimensional and use variance requests.
- C. On January 2, 2008, the Plaintiffs filed a complaint against Superior Township in the Circuit Court of Washtenaw County seeking mandamus, superintending control, injunctive, rezoning and equitable and other relief, taking and damages.
- D. Prior to September 24, 2009, the parties entered in discussions regarding a potential settlement of this litigation which would preserve the essential agricultural nature of the Subject Property while providing the Township with control over a parcel of land at the corner of Geddes and Prospect Roads that is strategically located to provide police and fire services the best access to the entire southern portion of the Township.
- E. On September 24, 2009, by agreement of the parties, the Plaintiffs' complaint was dismissed without prejudice, so that the parties could attempt to conclude a settlement, without the necessity of spending valuable resources in preparing this matter for litigation.
- F. After extensive discussions and negotiations, Superior Township, the Plaintiffs and a third

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 7**

party, have reached a tentative agreement, the terms of which are generally as follows:

- i. Superior Township will purchase 8.15 acres of the Subject Property (the "Township Parcel"). This parcel is located at the corner of Geddes and Prospect Roads and it is intended to be used for a future fire station or other municipal building. The sales price for this parcel is \$300,000.
 - ii. A third party will purchase the remainder of the Subject Property.
 - iii. Of the remaining 69.03 acres, approximately 29 acres will be permitted to be used for specific agricultural and agricultural businesses as outlined in the proposed Consent Judgment and such limitations shall run with the land.
 - iv. Superior Township will, for \$100,000, purchase a conservation easement on forty (40) acres of the Subject Property being purchased by the third party; subject to six (6) of the acres being exempted from the Conservation Easement upon payment of \$40,000 to the Township.
 - v. All other claims against the Township are dismissed with prejudice and without costs to either party.
 - vi. The third party will be allowed specified agricultural and agricultural business uses on the portion of the property they own which is not covered by the conservation easement (the "Stables Parcel") and on the portion covered by the conservation easement. These specific uses are identified in the Consent Judgment.
- G. The Plaintiffs and Superior Township, upon approval of the proposed Consent Judgment and Conservation Easement by all interested parties, will stipulate to reinstate the litigation and thereafter enter the Consent Judgment.
- H. The Township has performed due diligence by having the property appraised by a licensed appraiser to insure that the Township is receiving fair value.

NOW, THEREFORE BE IT RESOLVED:

1. The Superior Township Board of Trustees has reviewed the terms and conditions of the proposed Consent Judgment and finds that if the Township enters into the Consent Judgment it will promote the good and well-being of the citizens of the Township.
2. Superior Charter Township Board hereby approves the proposed Consent Judgment between Superior Charter Township and Hummana, L.L.C. and NYR82, L.L.C. in substantially the form attached hereto and authorizes the Township Supervisor and Township Clerk to sign said Consent Judgment.
3. The Superior Charter Township Board authorizes the Township to take actions as outlined by the Consent Judgment, including, but not limited to, the Supervisor and Clerk signing the closing documents to purchase Township Parcel for the purchase price of \$300,000, with these funds being utilized from the Fire Reserve, Building Improvement Fund; and, the purchase of the Development Rights on the Conservation Parcel for the purchase price of \$100,000, with these funds being utilized from the Legal Defense Fund. There are adequate balances in both funds for these expenditures.

STATE OF MICHIGAN

WASHTENAW COUNTY CIRCUIT COURT

HUMMANA, LLC and NYR82, LLC,

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 8**

Michigan limited liability companies, jointly
and severally,

Plaintiffs,

v

File No: 08-07-CZ

Hon. ARCHIE C. BROWN

CHARTER TOWNSHIP OF SUPERIOR,
Defendant

Robert A. Jacobs (P15402)
Jackier Gould, PC
Attorney for Plaintiffs
121 W. Long Lake Road, Suite 200
Bloomfield Hills, MI 48304-2719
Telephone: 248-433-2594

Frederick Lucas (P29074)
Lucas Law, PC
Attorney for Defendant
7577 US 12, Ste A
Onsted, MI 49265
Telephone: 517-467-4000
Fax: 517-467-4044

CONSENT JUDGMENT

At a session of said Court held in the City of Ann Arbor,
Washtenaw County, Michigan on _____, 2010.

PRESENT: Honorable Archie C. Brown

P R E A M B L E

Plaintiffs, Hummana, LLC and NYR82, LLC, are Michigan limited liability companies and fee title owners of approximately 77.18[∇] acres of land (hereinafter referred to as the "Subject Property") located at the northwest corner of the intersection of Prospect and Geddes Roads in defendant, Superior Township, Washtenaw County, Michigan. It is more fully described in attached Exhibit A and depicted in Exhibit B.

The Subject Property is located outside the Urban Services Area, as delineated by the Township's Growth Management Plan/Master Plan, as established by the Superior Township Board of Trustees,

The Subject Property is zoned Agricultural (A-2) District, an Agricultural District under the Zoning Ordinances of the Township.

On April 4, 2007, Plaintiffs filed an application to rezone the Subject Property from A-2 Secondary Agricultural to R-4 Single-Family Urban Residential. On August 22, 2007, the Township Planning Commission recommended denial of the application and on September 17, 2007, the Township Board voted to deny the rezoning request. Finally, on December 6, 2007 the Township Zoning Board of Appeals denied Plaintiffs' dimensional and use variance requests.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 9**

Plaintiffs, thereafter, filed the above captioned proceedings seeking mandamus, superintending control, injunctive, rezoning and equitable and other relief, taking and damages.

The parties now 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, without any admission of liability.

BY CONSENT OF THE PARTIES IT IS HEREBY ORDERED:

1. Zoning.

The Subject Property shall remain zoned Agricultural (A-2) District pursuant to the Superior Township Zoning Ordinance and subject to the terms of this Consent Judgment, may be used for all purposes as set forth within such Ordinance. A copy of Agricultural (A-2) District and the Land Use Table from the Zoning Ordinance is attached as Exhibit C and the Use Standards from the Zoning Ordinance is attached as Exhibit D. The Township has the right to apply the Open Space Preservation (OSP) Overlay District to any parcel of land covered by a Conservation Easement as hereafter described.

2. Township Acquisition of Firehouse Parcel.

- a. Plaintiffs shall convey to the Township by warranty deed, 8.15 ∇ acres of the Subject Property, more fully described in Exhibit E, (hereafter the "Firehouse Parcel").
- b. The purchase price shall be three hundred thousand and 00/100 (\$300,000.00) dollars, which shall be paid to the plaintiff within 7 days of entry of this Consent Judgment.
- c. Title to the Firehouse Parcel shall be free and clear of all liens. Plaintiffs shall provide the township with evidence of title.

3. Conservation Easement.

- a. The Township shall purchase from Plaintiffs a Conservation Easement over 34 acres of the Subject Property, as more fully described in Exhibit F, (hereafter the "Conservation Parcel") for the sum of one hundred thousand

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 10**

and 00/100 (\$100,000.00) dollars, which shall be paid to the plaintiff within 7 days of entry of this Consent Judgment.

- b. Upon a Conservation Easement being granted upon the 34 acre parcel, the Township has the right to apply the Open Space Preservation (OSP) Overlay District to the parcel.
- c. The Conservation Easement, a copy of which is attached as Exhibit G, shall preserve and restrict the use of the Conservation Parcel.
- d. The Conservation Easement and this Consent Judgment shall establish the allowed uses and the type and size of building allowed to be erected on the Conservation Parcel. The Easement will limit uses to farming and other agricultural activities. Building will be limited to barns, storage buildings and animal shelters which involve a use related to agricultural activities that occur on the Conservation Parcel and have a maximum ground floor coverage of fifteen (15,000) square feet of total gross floor area. To the extent that the rights contained in this paragraph conflict with the Open Space Preservation (OSP) Overlay district use or requirements than this paragraph shall be controlling.
- e. The Conservation Easement shall run with the land.
- f. Prior to or at closing, Plaintiffs shall obtain and deliver to the Township subordination agreements from all lien holders having an interest in the Conservation Parcel.
- g. Plaintiff shall provide the Township with evidence of a title free and clear of all interests other than those held by any mortgagee whose interest is to be subordinated to the Conservation Easement.

4. Permitted Uses for the Stables Parcel.

- a. Plaintiffs may utilize 29.03^v acres of the Subject Property, as more fully described in Exhibit H, (hereafter referred to as the “Stables Parcel”) for the following uses:
 - i. Agricultural service establishments as defined in Section 5.101[±];
 - ii. Bulk feed farm supply stores as defined in Section 5.101[±];

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 11**

- iii. Private riding arena or boarding stable as defined in Section 5.107[‡];
- iv. Public or commercial riding stable as defined in Section 5.108[‡];
- v. All other permitted principal uses in the Agricultural (A-2) District, including all agricultural permitted business uses allowed by the Ordinance in existence at the time this Consent Judgment is entered, except that no intensive livestock operations of the type commonly referred to as “factory farms” shall be permitted;
- vi. Selling of supplies, products and equipment in conjunction and normally associated with a riding stable or equestrian facility, including without limitation, saddles, bridles, brushes, harness equipment, boots, clothing and associated accessories in conjunction with such use;
- vii. Feed and grain production, storage and sales;
- viii. Storage and sale of fertilizer and related products;
- ix. All other permitted, conditional and accessory uses in the Agricultural (A-2) District, subject to the approval process set forth in the Township Zoning Ordinance in existence at the time this Consent Judgment is entered, which approval shall not be unreasonably withheld or denied.

[‡]All references to Zoning Ordinance provisions are to the Township Zoning Ordinance in existence at the time this Consent Judgment is entered.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 12**

- b. All of the uses herein permitted shall be required to meet all of the dimensional, setback and other requirements as set forth in the Township Zoning Ordinance in existence at the time this Consent Judgment is entered, except for any use which is for a riding stable, which may be continued as a legally permitted and conforming use.
- c. Plaintiffs may have structures on the Stables Parcel, but the square footage of all such structures, whether new or existing, not including that allowed within the Conservation Easement, shall not exceed a maximum ground floor coverage of sixty-one thousand (61,000) square feet which is 5% of the net acreage.
- d. Plaintiffs shall have eight (8) years from the date of the entry this Consent Judgment to erect any structures permitted herein by this Consent Judgment which are not principal permitted, conditional or accessory uses allowed in the Agricultural (A-2) District as contained in the Township's Zoning Ordinance in existence at the time this Consent Judgment is entered.
- e. In the event any structure now or hereafter existing on the Stables Parcel or the Conservation Parcel which is permitted by this Consent Judgment is for any reason destroyed such structure may be repaired, altered, or replaced at the same location and of no greater size.
- f. Attached to this Consent Judgment as Exhibit I is a Concept Plan showing basic features such as proposed building envelopes and access roads. This Concept Plan is subject to revision pursuant to the terms of this Consent Judgment.
- g. Eight (8) years after the date this Consent Judgment is entered any new structures erected on the Stables Parcel shall comply with all use, dimensional and procedural requirements (including but not limited to references in Sections 4(a)(v), 4(a)ix), 4(b) of this Consent Judgment) of the Township's Zoning Ordinance in existence at that time of construction.
- h. Use of property for residential homes shall be in accordance with the

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 13**

Zoning Ordinance at time of the Consent Judgment.

5. Sale to Schofield.

- a. Contemporaneously with the entry of this Consent Judgment Plaintiffs are selling all of the Subject Property, less the Firehouse Parcel, to William J. Schofield Jr. ("Schofield") on land contract. The Township consents to the sale on the condition that the sale to Schofield shall be subject to all the restrictions and covenants that are contained in this Consent Judgment.
- b. If and when Schofield pays off the land contract, Plaintiffs shall, at no additional cost to the Township, convey and grant to the Township a Conservation Easement, in the form identified in Exhibit G, for the six (6) acre parcel of land identified more fully in Exhibit J.
- c. If, for any reason, the conveyance and grant of the Conservation Easement for this six (6) acre parcel does not occur within twenty-seven (27) months of the date of the entry of this Consent Judgment, plaintiff shall pay the Township the sum of forty thousand and 00/100 (\$40,000.00) dollars, this amount shall be payable at such time as Schofield's interest in the Subject Property is terminated or at the end of the twenty-seven (27) month period, which ever occurs first.
- d. Until such time as the Schofield pays off the land contract and/or Plaintiffs pay to the Township the amount identified above in subparagraph b, the six (6) acre parcel shall used in a manner consistent with the terms of the Conservation Easement identified in Exhibit G.
- e. If a Conservation Easement is not conveyed to the Township within the time permitted, after Plaintiffs have paid to the Township the above stated consideration, the six (6) acre parcel may be used for all purposes consistent with the Township Zoning Ordinance in existence at the time this Consent Judgment is entered.
- f. Upon a Conservation Easement being granted to this six (6) acre parcel, the Township has the right to apply the Open Space Preservation (OSP) Overlay District to the parcel.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 14**

6. Design Standards and Review Process.

- a. The front elevation of any new structures on the Stables Parcel must have a "country" look, which shall be subject to administrative approval.
- b. Any further development shall require buffering from the Donohue property, Tax ID Number 10-28-400-008, which is adjacent to the Subject Property. The location and length of the screening shall be as depicted on the Concept Plan (Exhibit I). Except as otherwise provided in this Consent Judgment, screening and buffering shall comply with Section 14.10 of the Township Zoning Ordinance and shall incorporate a combination of screening methods as outlined in Sections 14.10(D) (1), Greenbelt buffer; and 14.10(D) (5), Evergreen screen of the Township Zoning Ordinance and shall be shown on the Preliminary and Final Site Plan and be subject to approval as outlined by this Consent Judgment.
- c. Except as otherwise provided for in this Consent Judgment and within this subsection, all development projects for the Stables and Conservation parcels shall be subject to all reviews, approvals and fees as indicated within all Ordinances and resolutions of the Township. Plaintiffs shall submit preliminary and final site plans for review by the Township's consultants, staff, and by the Township Planning Commission at their regularly scheduled meetings. At plaintiffs' option, a combined preliminary and final site plan may be submitted in lieu of separate preliminary and final plans. The Township Planning Commission, consultants, and staff will provide comments and recommendations to the Township Board relating to the plans' compliance with the Township's Ordinances and standards. Upon receipt of the comments and recommendations of the Planning Commission's consultants and staff, the Township Board shall then approve the plans if they make the finding that the Ordinances, standards and the provisions of this Consent Judgment have been met. All plans shall receive approval of the Township Board prior to any construction or the issuance of any building permits.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 15**

- d. Except as otherwise provided herein, the time for such development shall be at the election of the Plaintiffs.
- e. All road and utility improvements shall be subject to review by the Township's engineering department and/or consultants applying Township ordinance standards in existence at the time this Consent Judgment is entered, unless eight (8) years have lapsed from the date the this Consent Judgment is entered, at which time it will be required to comply with the Township's Zoning Ordinance which is then in effect. All such improvements shall be subject to review and compliance with any applicable State, Federal or County codes and standards in existence at the time the improvement is requested. All required approvals and permits issued by the Township, consistent with this Consent Judgment, shall not be unreasonably delayed or withheld.
- f. Plaintiffs, their successors or assigns shall be responsible for the payment of all planning consultant, engineering consultant, attorney or any other fees related to the Township's review of all plans for the Stables Parcel and Conservation Parcel from and after entry of this Consent Judgment.

7. Running with the Land.

The rights granted and the restrictions imposed by this Consent Judgment for the Subject Property shall be, except as otherwise provided herein, perpetual and shall run with the land.

8. Restrictions.

- a. Plaintiffs shall adhere to the uses and restrictions set forth in this Consent Judgment. However, it is recognized that there may be modifications of the plans that are dependent on practical needs and difficulties, topography and the like. Therefore, incidental modifications, including setbacks not inconsistent with the spirit of this Consent Judgment, shall be made and administratively approved without the necessity of amending this Consent Judgment so long as Plaintiffs and the Township consent in writing to such modifications. The Township will not unreasonably withhold

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 16**

or delay approval of those modifications; the parties recognizing that this is a living plan.

- b. This Consent Judgment is hereby deemed to include all exhibits attached hereto, said exhibits being incorporated herein and made a part hereof as fully and to the same extent as if the contents of the exhibits were set out in their entirety in the body of this Consent Judgment. All references to this Consent Judgment are deemed to be a reference to the body of this Consent Judgment and the exhibits. To the extent that this Consent Judgment or the attached exhibits conflict with Township ordinance requirements, the terms of this Consent Judgment and the attached Exhibits shall control.
- c. Plaintiffs shall adhere to all applicable county, state and federal regulations and statutes and shall comply with all applicable ordinances of the Township, except where specifically exempted by this Consent Judgment or otherwise provided or depicted within the Exhibits.
- d. Nothing herein shall be construed as restricting or limiting Plaintiffs' right to seek dimensional variances and exceptions relating to sign standards, in the manner prescribed in the Township's Zoning Ordinance.
- e. The size, location and design of the sign(s) shall be subject to the Township ordinances except that they shall be subject to the same review and approval process as the preliminary and final site plans.
- f. In the event that any easements are required for use of the Subject Property by Plaintiffs or the Township, then each party shall grant to the other the necessary easements and cross-easements for purposes of egress/ingress, providing utilities, including the extension of storm drainage easements, telephone, electric, gas, and such other utilities, including on-site waste water facilities serving one or more of the Properties, and the right to go upon such Properties for servicing such utilities to the other. However, in no event shall any septic fields be constructed or placed on any portion of the Conservation Parcel.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 17**

9. Judgment and Enforcement.

- a. This Court shall retain jurisdiction in all matters relating to this case, including: to resolve all disputes and make such other orders and determinations as are necessary to effectuate the intent and spirit of this Consent Judgment; to insure development is in accordance with the terms and intent of this Consent Judgment; to accomplish the issuance of all necessary approvals and building and other permits which may be reasonably required for the development, installation and construction of any roads, utilities, structures of any kind and all other improvements as set forth on the attached exhibits, as said exhibits may be amended from time to time, with the approval of the parties; and to implement all amendments thereto and the Site Plans. In the event of a dispute the parties shall attempt to meet together with their consultants and advisors in an effort to resolve such matters. If such cannot be resolved within ten (10) days, the parties may pursue all remedies available.
- b. In the event any party makes a determination that another party is not acting reasonably, the alleged aggrieved party may petition the Court to resolve the dispute and the parties shall make themselves immediately available for a hearing on a date set by the Court. If the Court finds that any party has not acted in good faith or in conformance with the Consent Judgment, then the Court may order reasonable costs and attorney fees paid to the prevailing party.

10. Miscellaneous.

- a. As used in this Consent Judgment "Plaintiffs" refers to Hummana, LLC and NYR82, LLC and their successors and assigns.
- b. This Consent Judgment resolves the entire dispute between the parties, including all issues set forth in Plaintiffs' Complaint and all claims for damages, costs and attorney fees are dismissed with prejudice.
- c. Any amendments or modifications made to this Consent Judgment subsequent to the date hereof, including, without limitation, the exhibits

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 18**

attached hereto, shall be deemed a part of this Consent Judgment, shall be recorded with the Washtenaw County Register of Deeds and shall run with the land, be binding upon the parties and all successors. Any subsequent amendment hereto must be in writing, and either executed by the parties hereto, or other respective heirs, representatives, successors, successors-in-interest and assigns.

- d. In the event there is a conflict between the terms and conditions of this Consent Judgment and the "Preamble" to this Judgment, or in the Township ordinances, the terms and conditions of this Consent Judgment shall control.
- e. Any clerical errors or mistakes in documents or exhibit descriptions contained in this Consent Judgment may be corrected by any of the parties and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Judgment.
- f. This Consent Judgment may be executed by the parties in counterparts; pages containing original signatures shall be attached to the original Consent Judgment filed with the Court; photocopies of pages bearing signatures of parties hereto shall be deemed duplicate originals.

CIRCUIT COURT JUDGE

Date signed: _____, 2010

[Signatures to Follow]

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 19**

THE UNDERSIGNED PARTIES HAVE HEREBY READ, UNDERSTAND, AGREE AND CONSENT TO THE FOREGOING JUDGMENT AND ALL TERMS AND CONDITIONS STATED THEREIN. ALL SUCH PARTIES HEREBY REPRESENT THAT THEY HAVE OBTAINED ADVICE OF COUNSEL AND ARE CONSENTING TO THIS JUDGMENT FREELY AND VOLUNTARILY.

WITNESSES:

CHARTER TOWNSHIP OF SUPERIOR
a Michigan municipal corporation

By: William McFarlane
Its: Supervisor

WITNESSES:

By: David Phillips
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

On January _____, 2010, before me, a Notary Public, in and for said County, personally appeared before me William McFarlane, the supervisor of Superior Charter Township and David Phillips, the Clerk of Superior Charter Township, known to be the persons described in and who executed the above Judgment, and acknowledged the same on behalf of the Township.

Notary Public
Washtenaw County, Michigan
My Commission Expires:

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 20**

WITNESSES:

HUMMANA, LLC,
a Michigan Limited Liability Company

By: Steven Friedman
Its: Authorized Member

WITNESSES:

NYR82, LLC,
a Michigan limited liability company

By: Steven Friedman
Its: Authorized Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On January _____, 2010, before me, a Notary Public, in and for said County, personally appeared before me Steven Friedman, known to be the Authorized Member of Hummana, LLC and of NYR82, LLC who executed the above Consent Judgment, and acknowledged the same to be his free act and deed by authority given by the resolution of Hummana, LLC, and of NYR82, LLC, Michigan limited liability companies.

Notary Public
Oakland County, Michigan
My Commission Expires:

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 21**

WITNESSES:

William Schofield

STATE OF MICHIGAN)
COUNTY OF _____)

On January _____, 2010, before me, a Notary Public, in and for said County, personally appeared before me William Schofield known to be person who executed the above Consent Judgment, and acknowledged the same to be his free act and deed.

Notary Public
Washtenaw County, Michigan
My Commission Expires:

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 22**

WE, THE UNDERSIGNED COUNSEL FOR THE PLAINTIFF AND DEFENDANTS, RESPECTIVELY, HEREBY STIPULATE TO THE ENTRY OF THE ABOVE JUDGMENT, NOTICE OF ENTRY WAIVED.

Robert A. Jacobs (P15402)
Attorney for Plaintiffs

Frederick Lucas (P29074)
Attorney for Defendant

ATTACHMENTS

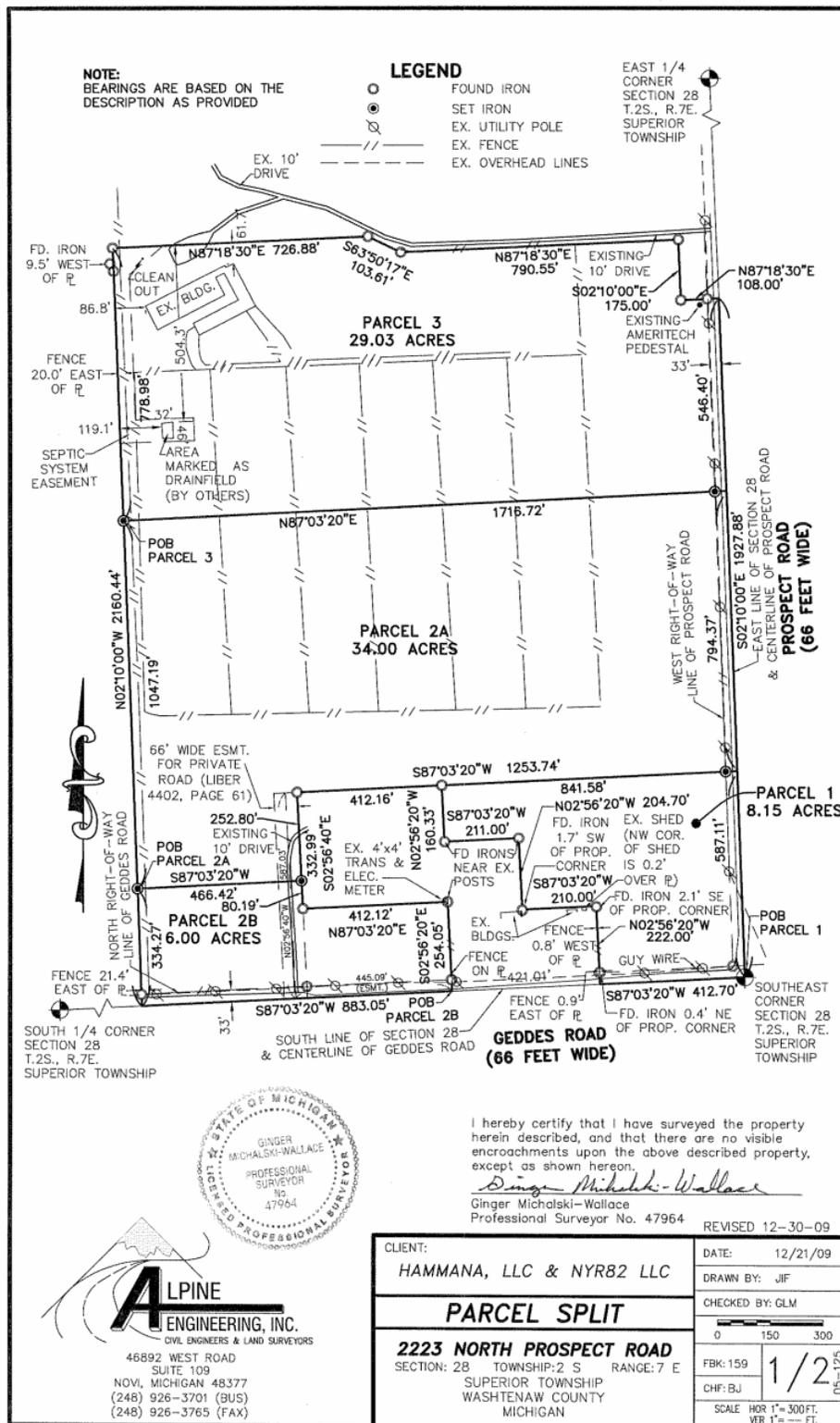
EXHIBIT A:	Legal description of Subject Property
EXHIBIT B:	Map of Subject Property
EXHIBIT C:	A-2 Ordinance
EXHIBIT D:	Use Standards
EXHIBIT E:	Description of the Firehouse Parcel
EXHIBIT F:	Description of the Conservation Parcel
EXHIBIT G:	Conservation Easement
EXHIBIT H:	Description of Stables Parcel
EXHIBIT I:	Concept Plan
EXHIBIT J:	Description of 6 Acre Parcel

EXHIBIT A

Legal description of Subject Property

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 412.70 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66 FEET WIDE); THENCE N02°56'20"W 222.00 FEET; THENCE S87°03'20"W 210.00 FEET; THENCE N02°56'20"W 204.70 FEET; THENCE S87°03'20"W 211.00 FEET; THENCE N02°56'20"W 160.33 FEET; THENCE S87°03'20"W 412.16 FEET; THENCE S02°56'40"E 332.99 FEET; THENCE N87°03'20"E 412.12 FEET; THENCE S02°56'20"E 254.05 FEET; THENCE S87°03'20"W 883.05 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF SAID GEDDES ROAD; THENCE N02°10'00"W 2160.44 FEET; THENCE N87°18'30"E 726.88 FEET; THENCE S63°50'17"E 103.61 FEET; THENCE N87°18'30"E 790.55 FEET; THENCE S02°10'00"E 175.00 FEET; THENCE N87°18'30"E 108.00 FEET; THENCE S02°10'00"E 1927.88 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 77.18 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET AND THE SOUTH 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD AND SAID GEDDES ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**EXHIBIT B
 Map of Subject Property**



I hereby certify that I have surveyed the property herein described, and that there are no visible encroachments upon the above described property, except as shown hereon.

Ginger Michalski-Wallace
 Ginger Michalski-Wallace
 Professional Surveyor No. 47964

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT: HAMMANA, LLC & NYR82 LLC	DATE: 12/21/09
PARCEL SPLIT	DRAWN BY: JIF
2223 NORTH PROSPECT ROAD SECTION: 28 TOWNSHIP: 2 S RANGE: 7 E SUPERIOR TOWNSHIP WASHTENAW COUNTY MICHIGAN	CHECKED BY: GLM
	0 150 300
	FBK: 159
	1/2
	CHP: BJ
	SCALE HOR 1"=300 FT. VER 1"=--- FT.

EXHIBIT C A-2 Ordinance

Section 2.104 Agricultural (A-2) District

The public health and welfare of Superior Charter Township, Washtenaw County, the State of Michigan, and the United States are greatly dependent upon the sustenance and economic benefits provided by a viable agricultural industry. The Agricultural (A-2) District is hereby established as a Rural District to preserve lands that are agriculturally productive, and to allow use for specialized applications on land which, because of factors such as soil suitability, location, parcel size, and existing land uses, are not as suitable for production of staple crops as the lands included in the A-1 District. This district may serve as a buffer between A-1 lands and non-agricultural lands, thus serving to protect the integrity of the A-1 lands and to protect agricultural enterprises from encroachment by suburban and urban uses and developments. In addition, the A-2 District is intended to:

1. Preserve woodlands and wetlands associated with farms which because of their natural physical features, are useful as water retention, surface water purification and groundwater recharge areas, and as habitat for plant and animal life; and which have important aesthetic and scenic value that contributes to the unique character of the agricultural district;
2. Preserve existing drainage patterns and minimize erosion and flooding;
3. Provide the basis for land tax assessments that reflect its existing agricultural nature and, owing to these regulations, its limited use for other purposes;
4. Prevent the conversion of agricultural land to non-farm development which, when unregulated, unnecessarily increases the cost of public services to all citizens and results in the premature disinvestment in agriculture;
5. Protect farmland from speculative increases in land prices;
6. Prevent loss of farmland;
7. Prevent conflicts between agricultural activities and residences;
8. Prevent encroachment of urban and suburban services into agricultural areas;
9. Encourage long-term investment in improvements needed to maintain and expand agricultural production by creating a stable environment for such production;
10. Reduce the amount of land consumed in rural areas for nonagricultural use;
11. Prevent intrusion of uses into farm areas which are incompatible with general farming activities; and
12. Permit services and uses which are necessary to support farming activities. The A-2 District provides for land uses that are of permanent importance. Extension of public water and sanitary sewer service into this district shall be prohibited unless such service is necessary to address public.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 26**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts													Use Standards				
	Rural	Rural	Rural	Residential	Residential	Residential	Business	Business	Business	Other	Special	Special	Special					
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP	
RURAL USES																		
Agricultural Service Establishments		C																Section 5.101
Bulk Feed and Farm Supply Stores								P	P									Section 5.101
Conservation Area or Open Space, Game Refuges, Forest/Wetland Preserves, Trails, and Greenways	P	P	P								P							P
Farms for Production of Food, Feed or Fiber	P	P	P															P
Farm-Based Tourism/Entertainment Activities	C	C	C															C
Farm Implement Sales or Repair		C								P								C
Farm Products Direct Marketing Business (incl. U-Pick)	A	A	A															A
Greenhouse, Nursery or Tree Farm	A	P	P															A
Keeping of Animals, Non-Farm	P	P	P	A	A													P
Kennel	C	C	C						C									C
Private Riding Arena or Boarding Stable	A	P	P							P								A
Public or Commercial Riding Stable	C	C	C							C								C
Roadside Stand	A	A	A															A
Sod Farm	P	P	P															C
Veterinary Clinic or Animal Hospital			C						C									Section 5.110
RESIDENTIAL USES																		
Accessory Dwelling										C				A	A	A		Section 5.201
Adult Foster Care Family Home or Small Group Home	P	P	P	P	P													Section 5.304
Adult Foster Care Large Group Home				C	C													Section 5.304
Bed and Breakfast Inn		C	C	C	C									P				Section 5.202
Child Day Care Home, Family	P	P	P	P	P													Section 5.304
Child Day Care Home, Group	C	C	C	C	C													Section 5.304

Superior Charter Township Zoning Ordinance

Page 4 - 3

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 27**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts														Use Standards			
	Rural			Residential				Business			Other	Special						
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP	
RESIDENTIAL USES (continued)																		
Child Foster Family Home or Family Group Home	P	P	P	P	P													Section 5.206
Dormitory Living Units																		Section 5.206
Elderly and Senior Housing - Independent							P											Section 5.206
Elderly Housing - Assisted Living Facilities							C		P	P								Section 5.206
Elderly Housing – Dependent, Nursing or Rehabilitative Care							C		P	P								Section 5.206
Farm Labor Housing		A																Section 5.203
Home Occupations as permitted in Section 5.204	A	A	A	A	A	A	A						A					Section 5.204
Home Occupations not listed in Section 5.204	C	C	C	C	C	C	C						C					Section 5.204
Manufactured Housing Parks							P											Section 5.205
Multiple-Family Housing, Townhouse or Stacked Flat							P			C								Section 5.206
Single Family Dwellings, Detached	P	P	P	P	P	P	P							P				Section 5.207
Two-Family or Duplex Dwellings							P											Section 5.206
State-Licensed and Other Managed Residential Facilities not otherwise listed in this table															C			Section 5.206
OFFICE, SERVICE, AND COMMUNITY USES																		
Banks, Credit Unions, and Similar Financial Services								P	P	P					C	A		Section 5.301 Section 5.406
Barber Shop, Beauty Salon or Nail Care								P	P	A					A			Section 5.301
Campgrounds and Recreational Vehicle Parks	C																C	Section 5.302
Cemetery		C	C													P		Section 5.303
Copy Center									P	P	A					A		Section 5.301
Day Care Center - Child or Adult							C	P	P	A	P				P	A		Section 5.304

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 28**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts													Use Standards			
	Rural			Residential				Business			Other	Special					
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP
OFFICE, SERVICE, AND COMMUNITY USES (continued)																	
Funeral Parlor or Mortuary								P	P	P	P						
Government Offices								P	P	P	P						
Health Club or Fitness Center											A					P	P
Hospital or Urgent Care Center											A					A	A
Institutional Uses								C	C	P	P					A	
Landscaping and Maintenance Operations																	
Medical, Osteopathic, Chiropractic, Optical or Dental Office, Clinic or Laboratory; Massage Therapist or Physical Therapy Facility exceeding 4,000 square-feet in floor area per building																	
Medical, Osteopathic, Chiropractic, Optical or Dental Office, Clinic or Laboratory; Massage Therapist or Physical Therapy Facility up to 4,000 square-feet in floor area per building								P	P	P						P	P
Medical, Optical or Radiology Laboratories																P	P
Offices for Business, Professional, Executive, Service or Administrative Uses exceeding to 4,000 square-feet in floor area per building								C	P	P						P	P
Offices for Business, Professional, Executive, Service or Administrative Uses up to 4,000 square-feet in floor area per building								P	P	P						P	P
Offices of a Plumber, Electrician, and Similar Skilled Trades Contractor									P	C							
Pharmacies, Drugstores, and Medical Supply Stores								P	P	C						P	A

Superior Charter Township Zoning Ordinance

Page 4 - 5

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 29**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other	Special						
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP	
OFFICE, SERVICE, AND COMMUNITY USES (continued)																		
Police, Fire, and Ambulance Stations	C	C	C	C	C	C	C	P	P	P	P							
Recreational Facilities – Private Membership or Restricted Access	C		C	C	C	C	C				P				C	C	C	Section 5.308
Recreational Facilities - Publicly-Owned or Unrestricted Access	C	C	C	C	C	C	C	P	P		P				C	C	P	
Snow Removal Operations		P	P															Section 5.307
Workshops and Studios for Art, Photography, Crafts, Repairs, and Similar Activities								C	P	C			P	P				
COMMERCIAL USES																		
Amusement Center, Indoor								C										Section 5.402
Amusement Center, Outdoor								C										Section 5.402
Antique Sales and Repair								P	P					P				
Bakeries								P	P							P		Section 5.403
Big Box Commercial Uses								C										Section 5.404
Bookstores and Music Shops								P	P					P	P			Section 5.404
Broadcasting Studios, including Radio and Television									P	C								
Car Wash								C	P	A					P	C		Section 5.405
Coffee and Tea Shops																		
COMMERCIAL USES not otherwise listed in this table																		
Convenience Stores, Not Including Sales of Alcoholic Beverages								P	P						P			Section 5.401
Convenience Stores Selling Alcoholic Beverages								C	C									

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 30**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other	Special						
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP	
COMMERCIAL USES (continued)																		
Dealership Showroom for Sales or Rentals of Motor Vehicles, Construction or Farming Machinery, or Similar Durable Goods									P									
Drive-In or Drive-Through Facilities for Financial Institutions and government offices								C	C	C	A				C			Section 5.406
Drive-In or Drive-Through Facilities for Restaurants and Food Service Establishments									C									Section 5.406
Drive-In or Drive-Through Facilities for Pharmacies, Drugstores, and Other Retail Sales								C	C									Section 5.406
Flower and Plant Shops								P	P				P	P	A			Section 5.401
Furniture, Appliance, and Department Stores								C	P				P	P	A			Section 5.404
Gift Shops								P	P				P	P	A			Section 5.401
Grocery Stores, Meat and Fish Market, Delicatessen, Ice Cream and Dairy Market, and Health Food Store								P	P				P	P				Section 5.404
Hardware, Garden Supply, and Home Improvement Store								C	P				P					Section 5.404
Hotel or Inn									P						C			
Laundromat or Dry Cleaners								P	P				P					Section 5.401
Manufactured Housing Sales							C		P				P					Section 5.410
Motion Picture Cinema, Indoor									P									Section 5.407
Motion Picture Cinema, Outdoor															C			Section 5.408
Motor Vehicle Fueling Station									C									Section 5.408
Motor Vehicle Repair Station									C									Section 5.408
Motor Vehicle Service Center								P										Section 5.408

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 31**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other	Special						
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP	
COMMERCIAL USES (continued)																		
Open Air Business, Outdoor Display Area, Dealership									C									Section 5.410
Outdoor Sales Lot, or Garden Center								C	C			C	C					Section 5.409
Outdoor Café or Eating Area								C	C			C	C					Section 5.412
Outdoor Sales, Temporary																		Section 5.401
Restaurants and Food Service Establishments, Not Including Sales of Alcoholic Beverages								P	P			P	P	A	A			Section 5.406
Restaurants and Food Service Establishments Selling Alcoholic Beverages								C	C			C	C					
Retail Sales								P	P			P		A	A			
Showroom for Display or Sales of Products Created by the Business or Operation										A						A		Section 5.411
Tavern, Pub, Brewpub, Cocktail Lounge, Nightclub, or Similar Establishment										C								
INDUSTRIAL, RESEARCH, AND LABORATORY USES																		
Blacksmithing, Furniture or Cabinet Repair or Manufacture, Woodworking Shops, and Similar Uses																P		
Contractor's Establishments and Equipment Yards																P		Section 5.503
Crematorium																C		Section 5.501
Distribution Facilities and Truck Terminals																C		Section 5.503
Dry Cleaning - Central Cleaning/Processing Plant																C		Section 5.501
Material Recovery Facilities																C		Section 5.502
Manufacturing, Processing, or Treatment of Food Products, Pharmaceuticals, Cosmetics, and Similar Items																P		

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 32**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other		Special					
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OSP	
INDUSTRIAL, RESEARCH, AND LABORATORY USES (continued)																		
Manufacturing, Processing, or Assembling of Appliances, Wiring Devices, Electronic Components and Equipment, Fabricated Metal Products, Transportation Equipment, and Similar Items																	P	
Manufacturing, Processing, or Assembling of Automated Production Equipment; Measuring, Analyzing, and Controlling Instruments; Computing Equipment; Optical Equipment; Time-keeping Devices; and Similar Items																	P	
Manufacture, Processing, Production or Wholesale Storage of Chemicals, Petroleum or Paper Products, Cement, Lime, Gypsum, Glue, Soap, Soda, Compound, Salt, Potash or Similar Materials																	C	Section 5.501
Outdoor Storage, General																	P	Section 5.503
Outdoor Storage, Dismantling or Recycling of Motor or Recreational Vehicles, Boats, Construction or Farming Machinery, Manufactured Houses or Similar Items																	C	Section 5.502
Outdoor Storage of Recreational Vehicles											C						C	Section 5.504
Packaging Operations																	P	
Pilot Plant Operations, and Prototype or Pilot Processing, Manufacturing or Assembly																	P	
Printing, Publishing, Bookbinding, and Allied Industries																	P	
Production of Genetic Materials																	P	

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 33**

Effective Date: August 14, 2008

Article 4
Land Use Table

Uses	Districts														Use Standards		
	Rural		Residential				Business			Other	Special						
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS	PM	OS
INDUSTRIAL, RESEARCH, AND LABORATORY USES (continued)																	
Research and Development Facilities, Technical Centers, and Laboratories																P	P
Self-Storage Warehouses																	P
Slaughterhouse, Rendering Plant or Similar Facility																	C
Warehouses and Non-Farm Bulk Indoor Storage																	A
OTHER USES																	
Accessory Structures and Uses	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Composting Centers													C				
Concrete and Asphalt Mixing Plants																C	
Controlled Uses																	
Extractive and Earth Removal Operations		C	C														
Off-Street Parking Lots	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Public Works or Road Maintenance Yards																	
Stormwater Management Impoundments, Drainageways, and Related Improvements	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Temporary Structures for Construction Purposes																	
Utility Transmission and Distribution Lines and Pipelines in Existing Easements or Rights-of-Way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility Transmission and Distribution Lines and Pipelines not in Existing Easements or Rights-of-Way	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

[amended 4/20/2009, Ord. 174-02]

EXHIBIT D Use Standards

SECTION 5.100 RURAL USES

Section 5.101 Agricultural Services and Farm Supply Stores.

Agricultural service establishments, bulk feed and fertilizer supply outlets, farm supply stores, and similar uses shall be subject to the following:

1. Any retail store component of such uses shall conform with all parking, loading, screening, and other site development standards that apply to COMMERCIAL USES.
2. Farm products offered for sale shall include those grown or produced on land in Michigan, or made from products grown or produced on land in Michigan.
3. Any outdoor sales or display areas shall be conforming to the standards of Section 5.410 (Outdoor Sales or Display Areas).
4. Outdoor storage areas shall be adequately contained, and shall be screened from adjacent lots and road rights-of-way per Section 14.10D (Methods of Screening).
5. Storage, distribution, and processing of farm products as part of a permitted agricultural service establishment shall comply with the following:
 - a. Such uses shall not create a health or safety hazard, a nuisance, or have deleterious impact on the surrounding area either due to appearance or operation.
 - b. Such uses shall be maintained so that odor, dust, or noise shall not constitute a nuisance or hazard to adjoining lots and uses.
 - c. The storage of loose materials shall be contained and covered to prevent it from blowing onto adjacent properties and from access by small animals.
6. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval per Article 10.0 (Site Plan Review).

Section 5.102 Farm-Based Tourism/Entertainment Activities.

Farms providing tourism or entertainment-oriented facilities or activities for promotion of agriculture, rural lifestyle or farm product sales shall be subject to the following:

1. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval per Article 10.0 (Site Plan Review). Such plan shall show the intended use and location of all structures, growing areas, parking facilities, roads and drives to be utilized by the public, pedestrian circulation, location of necessary sanitary facilities and service areas, and transition plantings or screening devices.
2. Screening shall be provided per Section 14.10D (Methods of Screening) where off-site abutting residential properties are occupied with dwelling structures within 200 feet of any area on the site occupied with sales or entertainment facilities. Crop growing areas of a depth of not less than 300 feet may be permitted to

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 35**

satisfy this requirement.

3. All facilities and improvements for permitted farm-based tourism or entertainment activities shall be located outside of all road rights-of-way and required yard setback areas.
4. Noise levels shall not exceed 65 decibels at any lot boundary or road right-of way.
5. All exterior lighting for permitted farm-based tourism or entertainment activities shall be fully-shielded and directed downward to minimize off-site glare and light pollution. Such lighting shall not exceed 0.5 foot-candles in intensity as measured at any lot boundary or road right-of-way.
6. The hours of operation of any outdoor entertainment facilities shall be subject to Planning Commission approval.
7. Farm-based tourism or entertainment activities shall conform to the applicable requirements of the Township's Outdoor Assemblies Ordinance (Ord. No. 23).

Section 5.103 Farm Products Direct Marketing Business.

Where farm products direct marketing businesses are listed in Article 4.0 (Land Use Table) as a permitted accessory use, such uses shall be accessory to an active farm operation. Such businesses shall include "U-Pick" commercial agriculture operations, direct sales to area restaurants, residents, and retail stores, Internet-based sales of farm products, and similar businesses.

Section 5.104 Greenhouse, Nursery, or Tree Farm.

The following shall apply to greenhouses, nurseries, and tree farms:

1. Storage, sales, and display areas shall comply with the minimum setback requirements for the zoning district in which the establishment is located.
2. Plant growing areas shall be located outside of all road rights-of-way and corner clearance areas as defined in Section 3.208 (Corner Clearance Zones).
3. The storage of loose materials shall be contained and covered to prevent it from blowing onto adjacent properties and from access by small animals.
4. Where greenhouses, nurseries, and tree farms are listed in Article 4.0 (Land Use Table) as a permitted accessory use, such uses shall be accessory to an active farm operation.
5. Retail sales of greenhouse and nursery products shall be permitted as an accessory use, subject to site plan approval per Article 10.0 (Site Plan Review) and compliance with all parking, loading, screening, and other site development standards that apply to COMMERCIAL USES.

Section 5.105 Keeping of Animals, Non-Farm.

The standards of this Section shall not apply to keeping of animals as part of an active farm operation maintained in conformance with the Right to Farm Act (P.A. 93 of 1981, as amended) and Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture. Non-farm raising and keeping of domesticated animals and livestock shall be subject to the following:

1. Non-farm raising and keeping of such animals shall be clearly incidental to a single-family dwelling and not for income generation or remuneration.
2. The raising and keeping of fowl, rabbits, and similar small domesticated animals

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 36**

shall require a minimum lot area of one (1) acre. Structures or fenced areas for keeping of small domesticated animals shall be located not less than five (5) feet from adjacent lots and road rights-of-way.

3. The raising and keeping of horses, cows, sheep, goats, llamas and similar domesticated livestock shall require a minimum lot area of four (4) acres, and shall be subject to the following:
 - a. Lots between four (4) and five (5) acres in gross land area shall be limited to a maximum of three (3) such animals. Raising and keeping of such animals on lots five (5) acres and larger shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
 - b. Structures for keeping such animals shall be located not less than 75 feet from adjacent properties.
4. All animals shall be properly housed and fenced so as not to be a public nuisance.
5. All animal wastes shall be properly disposed of so as not to jeopardize the public health, safety, or welfare, or create a detrimental effect on the environment or on neighboring properties.
6. Stables, barns, pens, and pastures shall be kept clean, and wastes shall be treated and handled in such a manner as to control flies and odor.

Section 5.106 Kennel.

The standards of this Section shall not apply to the keeping, or raising of fewer than four (4) animals of the same species that are more than six (6) months old (such as dogs, cats, outdoor fowl, or other domestic animals) for pets, breeding, showing, boarding, training, competition, or hunting purposes. Kennels shall be licensed as required by Washtenaw County or any other governmental agency with jurisdiction, and shall be subject to the following additional standards:

1. Kennels shall have a minimum lot area of ten (10) acres.
2. Structures or pens where animals are kept, outdoor runs, and exercise areas shall not be located in any required yard setback areas.
 - a. Such facilities shall be set back a minimum of 300 feet from road rights of-way, 100 feet from side and rear lot boundaries, and 50 feet from any watercourse.
 - b. Structures where animals are kept, outdoor runs and exercise areas shall be screened in accordance with Section 14.10D (Methods of Screening).
3. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
4. The kennel shall be established and maintained in accordance with applicable sanitation regulations.
5. Animals shall be adequately housed, fenced, and maintained so as not to be or become a public or private nuisance.
6. All animals shall be enclosed within a building at night.
7. All outdoor animal pens shall be enclosed with a six (6) foot high safety fence.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 37**

Animal pen surfaces shall be of concrete pitched to contain and drain run-off from cleaning to a septic tank or other County approved system.

8. Preliminary and final site plans shall be required in accordance with Article 10.0 (Site Plan Review). The Planning Commission may impose other conditions and limitations deemed necessary to prevent or mitigate possible nuisances related to noise or odor.

Section 5.107 Private Riding Arenas and Boarding Stables.

All stables and facilities for the private rearing, schooling and housing of horses, mules, ponies and similar equine riding animals shall be subject to the following:

1. A dwelling in a principal building for the property owner or operator of the private stable shall be located on the same or an adjoining lot.
2. Stables and facilities for the private rearing, schooling and housing of horses, mules, ponies and similar equine riding animals shall require a minimum lot area of four (4) acres, and shall be subject to the following:
 - a. Lots between four (4) and five (5) acres in gross land area shall be limited to a maximum of three (3) such animals. Private rearing, schooling and housing of such animals on lots five (5) acres and larger shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
 - b. All stable and arena buildings, corrals, and similar structures shall be located not less than 75 feet from adjacent properties.
3. Stable and arena buildings, corrals, and similar structures shall not be located within any required front yard setback, and shall be located no closer to any road rights-of-way than rear building line of any dwelling on the subject lot.
4. A fenced area for pasturing, exercising or riding such animals may extend to the front, rear or side lot boundaries. All such animals shall be kept confined within a fenced area when not being ridden, under harness, or when not in their stable and arena building, corral or similar structure.
5. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
6. There shall be no commercial activity, other than incidental sales not unusual for permitted RURAL USES or RESIDENTIAL USES.
7. Establishment or enlargement of such a facility shall be subject to approval of a certificate of zoning compliance per Section 1.07 (Certificates of Zoning Compliance). Approval of a building permit may be required if the facility is open to the public.

Section 5.108 Public or Commercial Riding Stables.

Public or commercial riding stables and academies for the rearing, schooling and housing of horses, mules, ponies and similar equine riding animals available or intended for use by the public or for hire on a per diem, hourly, or weekly basis shall be subject to the following:

1. An accessory dwelling in a principal building for the property owner or operator of the facility shall be permitted per Section 5.201 (Accessory Dwelling).
2. The lot area shall not be less than 20 contiguous acres under single ownership.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 38**

3. Such public or commercial riding stables and academies shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
4. Stable and arena buildings, corrals, and similar structures for public or commercial riding stables and academies shall be located not less than 75 feet from adjacent properties.
5. Stable and arena buildings, corrals, and similar structures for public or commercial riding stables and academies shall not be located within any required front yard setback, and shall be located no closer to any road rights-of-way than rear building line of any dwelling on the subject lot.
6. Fenced areas for pasturing, exercising or riding such animals may extend to the front, rear or side lot lines. All such animals shall be kept confined within a fenced area when not being ridden, under harness, or when not in their stable and arena building, corral or similar structure.
7. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
8. Parking for patrons and employees shall be provided in compliance with Article 8.0 (Off-Street Parking and Loading Regulations). Such areas shall be screened per Section 14.10D (Methods of Screening).
9. Such uses shall be subject to site plan approval per Article 10.0 (Site Plan Review).

Section 5.109 Roadside Stands.

Roadside stands up to 400 square feet in gross floor area shall be permitted accessory to any RURAL USES, subject to the following:

1. Suitable trash containers shall be placed on the premises for public use.
2. The roadside stand structure(s) shall be set back outside of all road right-of-way. Such stands shall be removed from the roadside location during seasons when not in use.
3. Any roadside stand shall have at least five (5) off-street parking spaces, which need not be paved with asphalt or concrete. Parking spaces shall be located outside of road rights-of-way.
4. All signs used in connection with the use shall be temporary, and shall comply with the requirements of Article 9.0 (Signs). Such signs shall be removed when the stand is not in use.
5. Any roadside stand exceeding the limitations of this Section shall be subject to Conditional Use Permit approval as a farm-based tourism or entertainment facility per Section 5.102 (Farm-Based Tourism/Entertainment Activities).

Section 5.110 Veterinary Clinics and Hospitals.

Veterinary clinics and hospitals shall comply with the following:

1. All activities shall be conducted within a completely enclosed building, except that an outdoor exercise area shall be permitted, subject to the following:
 - a. Such areas shall be enclosed by a six (6) foot high safety fence.
 - b. Such exercise areas shall not be located in any required yard setback

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 39**

areas, and shall be set back a minimum of 50 feet from road rights of-way, side and rear lot boundaries, and any watercourse.

- c. Such areas shall be screened in accordance with Section 14.10D (Methods of Screening).
2. The facility shall be so constructed and maintained that odors, dust, noise, exterior lighting, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
3. Keeping of animals for overnight care shall be limited to the interior of the principal building. Treatment of non-domesticated animals shall be permitted.
4. Operation shall include proper control of animal waste, odor, and noise.
5. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval per Article 10.0 (Site Plan Review).

EXHIBIT E Description of the Firehouse Parcel

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 412.70 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66 FEET WIDE); THENCE N02°56'20"W 222.00 FEET; THENCE S87°03'20"W 210.00 FEET; THENCE N02°56'20"W 204.70 FEET; THENCE S87°03'20"W 211.00 FEET; THENCE N02°56'20"W 160.33 FEET; THENCE N87°03'20"E 841.58 FEET; THENCE S02°10'00"E 587.11 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 8.15 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET AND THE SOUTH 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD AND SAID GEDDES ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT F Description of the Conservation Parcel

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 1716.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE); THENCE N02°10'00"W 334.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°10'00"W 1047.19 FEET; THENCE N87°03'20"E 1716.72 FEET; THENCE S02°10'00"E 794.37 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE); THENCE S87°03'20"W 1253.74 FEET; THENCE S02°56'40"E 252.80 FEET; THENCE S87°03'20"W 466.42 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 34.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT G
Conservation Easement
Conservation Easement

DATE: January __, 2010

GRANTOR: HUMMANA, LLC and NYR82, LLC,
Michigan limited liability companies
28800 Orchard Lake Road, Suite 200
Farmington Hills, MI 48334

GRANTEE: CHARTER TOWNSHIP OF SUPERIOR
A Michigan municipal corporation
3040 N. Prospect
Ypsilanti, Michigan 48198

For purposes of this Conservation Easement, the Grantor, who is the current owner of the Subject Property, and all subsequent owners of the Subject Property, will be referred to as the "Grantor" throughout this Conservation Easement. The Township will be referred to as the "Township" throughout this Conservation Easement.

PROPERTY: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 1716.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE); THENCE N02°10'00"W 334.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°10'00"W 1047.19 FEET; THENCE N87°03'20"E 1716.72 FEET; THENCE S02°10'00"E 794.37 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE); THENCE S87°03'20"W 1253.74 FEET; THENCE S02°56'40"E 252.80 FEET; THENCE S87°03'20"W 466.42 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 34.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CONVEYANCE: The Grantor conveys and warrants to the Township a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement.

THE GRANTOR AND THE TOWNSHIP AGREE TO THE FOLLOWING:

- 1. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE GRANTOR AND THE TOWNSHIP.**
 - a. This Conservation Easement assures that the Property will be perpetually preserved in its predominately natural, agricultural, and open space condition. The Purposes of this Conservation Easement are to protect the Property's natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for native plants and animals, and to maintain and enhance the natural features of the Property.
 - b. The Grantor of the Property has committed to preserve the Conservation

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JANUARY 19, 2010
ADOPTED MINUTES
PAGE 43**

Values of the Property. The Grantor agrees to confine use of the Property to activities consistent with the Purposes of this Easement and the preservation of the conservation values in accordance with and subject to the terms of a certain Consent Judgment as set forth herein.

- c. The Township is a qualified Recipient of this Conservation Easement, is committed to preserving the Conservation Values of the Property, and is committed to upholding the terms of this Conservation Easement. The Township protects natural habitats of fish, wildlife, plants, and the ecosystems that support them. The Township also preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.

2. **CONSERVATION VALUES.** The Property possesses natural, scenic, historic, open space, scientific, biological, and ecological values of prominent importance to the Grantor, the Township, and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:

- a. **Open Space and Scenic:**

- i. A scenic landscape and natural character which would be impaired by modification of the Property.
- ii. Relief from urban closeness.
- iii. Maintain the rural character of the area.
- iv. Biological integrity of other land in the vicinity has been modified by intense urbanization, and the trend is expected to continue.

- b. **Public Policy:**

- i. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52, "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction."
- ii. The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:
 - (1) Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 et seq.;
 - (2) Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.35501 et seq; (Legislative Findings § 324.35502);
 - (3) Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 et

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 44

seq.; (Legislative Findings MCL § 324.30302);

- (4) Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka "Section 404" Clean Water Act.);
- (5) Coastal Zone Management Act, 16 USC §§ 1451 et seq.; (§§ 1451, 1452 Congressional Findings and Policy.);
- (6) Shorelands Protection and Management, Part 323 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32301 et seq.;
- (7) Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.30101 et seq.;
- (8) Great Lakes Submerged Lands, Part 325 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32501 et seq.;
- (9) Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 et seq.;
- (10) Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.9101 et seq; 324.9301 et seq; (Legislative Policy § 324.9302).

c. Farmland:

- i. The Property has a history of agricultural usage.
- ii. The Property is located within Superior Township, a community presently experiencing rapid development, including the subdivision of prime farmland.

- 3. BASELINE DOCUMENTATION.** Specific Conservation Values of the Property have been documented. This "Baseline Documentation" consists of maps, a depiction of existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs.

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 45

4. **PROHIBITED ACTIONS.** Any activity on, or use of, the Property which is inconsistent with the permitted uses and activities set forth herein or in the Consent Judgment entered in the case of *Hummana et al. v Superior Township*, Washtenaw County Circuit Court file number: 08-07-CZ, (hereafter the "Consent Judgment"), a copy of which is filed with the Washtenaw County Register of Deeds at Liber ____, Page ____, is expressly prohibited.
5. **PERMITTED USES.** The Grantor retains ownership rights which are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:
 - a. **Agriculture.** Grantor retains the right to continue agricultural use. For purposes of this Conservation Easement agricultural use means substantially undeveloped land devoted to:
 - i. The production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, captive cervidae, horses and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities, including road side stands for sale of Michigan produced farm and dairy products.
 - ii. Riding trails for horses.
 - iii. Pasturing of horses.
 - iv. The use of farm machinery, rider mowers and all-terrain vehicles is permitted solely for agricultural purposes so long as their use remains consistent with the Conservation Values, as well as motorized maintenance and emergency vehicles.
 - v. Grantor shall have the right to do the following in accordance with the plans approved by the Grantor and as permitted by the Consent Judgment:
 - (1) Create paths, trails or roads for access and equestrian use.
 - (2) Plow, till or cultivate the soils or vegetation.

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 46

- (3) Construct or place authorized utility lines.
 - (4) Store or dispose of vegetative debris such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside of the Easement Premises.
 - (5) Cut down, destroy, or otherwise alter or remove trees, tree limbs, shrubs, or other vegetation, whether living or dead within the Easement Premises expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; to control invasive non-native plant species that endanger the health of native species or as otherwise required or provided for farming and agricultural use or to build permitted agricultural structures, is permitted.
- b. **Structures.** Building will be limited to barns, storage buildings and animal shelters which involve a use related to agricultural activities that occur on the Conservation Parcel and have a maximum ground floor coverage of 15,000 square feet of total gross floor area and use of roadway stands for sale of Michigan produced farm and dairy products. Subject to the Michigan Right to Farm Act, buildings shall comply with the dimensional requirements contained in the Zoning Ordinance in effect at the time of applying for a Building Permit or Zoning Certificate of Compliance. To the extent that the rights contained in this paragraph conflict with the Open Space Preservation (OSP) Overlay district use or requirements than this paragraph shall be controlling.
- c. **Right to Maintain and Replace Existing Structures and Roads.** The Grantor retains the right to maintain, renovate and replace the existing structures, including fences and roads.
- d. **Right to Convey.** The Grantor retains the right to sell, mortgage, bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and the subsequent Grantor will be bound by all obligations in this agreement.
- e. **Consent Judgment.** Anything contained herein, notwithstanding, those uses and activities identified in the Consent Judgment, including this Conservation Easement, shall dictate all allowed uses

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 47

and the type and size of building allowed to be erected on the Conservation Parcel. Grantor may perform activities within the Easement Premises consistent with the Consent Judgment. Any activities shall be performed in a manner to minimize the adverse impacts to the Easement Area.

6. **RIGHTS OF THE TOWNSHIP.** The Grantor confers the following rights upon the Township to perpetually maintain the Conservation Values of the Property:
 - a. **Right to Enter.** The Township, or its designated representative, has the right, upon prior notice, to enter the Property at reasonable times to monitor and enforce compliance with, or otherwise exercise its rights under, this Conservation Easement, the Consent Judgment and all other applicable Township Ordinances. The Township may not, however, unreasonably interfere with the Grantor's use and quiet enjoyment of the Property and the Township has no right to enter or permit others to enter the Property for purposes other than those set forth in this paragraph. The general public is not granted access to or use of the Property under this Conservation Easement.
 - b. **Right to Preserve.** The Township has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
 - c. **Right to Require Restoration.** The Township has the right to require the Grantor to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement.
 - d. **Signs.** The Township has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Grantor's approval.
7. **TOWNSHIP'S REMEDIES.** This section addresses cumulative remedies of the Township and limitations on these remedies.
 - a. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of the Township's right to eventually enforce the terms of this Conservation Easement.

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 48

- b. **Acts Beyond Grantor's Control.** The Township may not bring an action against the Grantor for modifications to the Property resulting from causes beyond the Grantors' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or even an Grantor's well-intentioned action in response to an emergency resulting in changes to the Property. The Grantor has no responsibility under this Conservation Easement for such unintended modifications.

- c. **Notice and Demand.**
 - i. If the Township determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Township shall provide written notice to the Grantor. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.

 - ii. The Grantor shall have fourteen (14) after the notice is issued to reply to the notice of violation by serving on the Township a written statement either:
 - (1) Acknowledging the violation and providing the Township with a statement of corrective action to be taken together with a timetable for taking action; or

 - (2) Disputing the violation and requesting a hearing.

 - iii. If the Grantor acknowledges the violation and the plan of corrective action is acceptable, the Township shall provide the Grantor with written notice of its approval within 7 days of receiving Grantor's reply.

- d. **Hearing on Violation.**
 - i. If the Grantor disputes the violation or if the plan of corrective action is for any reason unacceptable to the Township, a hearing on the violation shall be held before the Township Board or such other body as is designated by the Township to conduct the hearing no later than 21 days after the date the Grantor's written reply is received by the Township.

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 49

- ii. If a hearing is held because the Grantor disputes the violation, the Grantor shall present evidence as to why there is no violation and after being given an opportunity to be heard, the Township shall determine whether the Grantor is in violation and if so, establish a plan of action and a timetable for compliance.
 - iii. If the hearing is held because the Township objects to the Grantor's plan of corrective action, the Grantor shall present evidence as to why its plan of corrective action is reasonable and after being given an opportunity to be heard, the Township may approve the Grantor's plan or modify as it deems appropriate.
- e. **Failure to Act.**
- i. The Township may bring an action in law or in equity to enforce the terms of the Conservation Easement If the Grantor fails to:
 - (1) Reply within the permitted time to the notice of violation, or
 - (2) Implement corrective measures in the manner and within the time permitted in the approved plan of correction action.
 - ii. The Township is entitled to seek an injunction to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Grantor to restore the Property. If the court determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall also reimburse the Township for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Township.
- f. **Immediate and Irreparable Harm.** Notwithstanding the foregoing, if the Township determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required. The Township may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property.

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 50

- g. **Unreasonable Litigation.** If the Township initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Township to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action and all incidental damages.
 - h. **Actual or Threatened Non-Compliance.** The Township's rights under this Section, Township Remedies, apply equally in the event of either actual or threatened violations of the terms of this Easement. The Township shall be entitled to seek injunctive relief and/or specific performance.
 - i. **Cumulative Remedies.** The preceding remedies of the Township are cumulative. Any, or all, of the remedies may be invoked by the Township if there is an actual or threatened violation of this Conservation Easement.
8. **CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.** This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 et seq. And the Township is qualified to hold conservation easements pursuant to this statute.
9. **OWNERSHIP COSTS AND LIABILITIES.** In accepting this Conservation Easement, the Township shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Township's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Township, its members, trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Grantor agrees to defend and hold the Township harmless against such claims.
10. **HAZARDOUS MATERIALS.** The Grantor has no knowledge of a release of hazardous substances or hazardous waste on the Property.
11. **CESSATION OF EXISTENCE.** If the Township shall cease to exist or if it fails to be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3), or if the Township is no longer authorized to

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 51

- acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. This entity shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h) (3). The Township's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the cy pres doctrine.
12. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Code MCL 324.2140 et seq.
 13. **NOTICES.** For purposes of this agreement, notices may be provided to either party by personal delivery or by mailing a written notice to the party by Overnight Delivery or First Class mail to the address first written above. Any party may change its address, by providing the other party notice of the new address in the manner provided herein.
 14. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
 15. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Grantor's and the Township's successors in interest. All subsequent Grantors of the Property are bound to all provisions of this Conservation Easement to the same extent as the Grantor.
 16. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
 17. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.
 18. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

Signatures Page to Follow

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 52**

WITNESSES:

Company

GRANTOR:

HUMMANA, LLC,

a Michigan Limited Liability

By: Steven Friedman

Its: Authorized Member

WITNESSES:

NYR82, LLC,

a Michigan limited liability
company

By: Steven Friedman

Its: Authorized Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On January _____, 2010, before me, a Notary Public, in and for said County, personally appeared before me Steven Friedman, known to be the Authorized Member of Hummana, LLC and of NYR82, LLC who executed the above Consent Judgment, and acknowledged the same to be his free act and deed by authority given by the resolution of Hummana, LLC, and of NYR82, LLC, Michigan limited liability companies.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 53**

Notary Public
Oakland County, Michigan
My Commission Expires:

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 54**

ACCEPTANCE OF CONSERVATION EASEMENT

The acceptance of the Conservation Easement has been approved by the Charter Township of Superior on January ____, 2010; Grantee accepts the grant and agrees to its terms.

WITNESSES:

**GRANTEE:
CHARTER TOWNSHIP OF
SUPERIOR**
a Michigan municipal corporation

By: William McFarlane
Its: Supervisor

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

Subscribed and sworn to (or affirmed) before me this ____ day of January, 2010,
by William McFarlane, the Supervisor of the Charter Township of Superior, a
Michigan municipal corporation.

Notary Public
Washtenaw County, Michigan
My Commission Expires:

EXHIBIT H Description of Stables Parcel

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 1716.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE); THENCE N02°10'00"W 1381.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°10'00"W 778.98 FEET; THENCE N87°18'30"E 726.88 FEET; THENCE S63°50'17"E 103.61 FEET; THENCE N87°18'30"E 790.55 FEET; THENCE S02°10'00"E 175.00 FEET; THENCE N87°18'30"E 108.00 FEET; THENCE S02°10'00"E 546.40 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE); THENCE S87°03'20"W 1716.72 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 29.03 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 56**

**EXHIBIT I
Concept Plan**

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 57

January 15, 2010

Charter Township of Superior
3040 North Prospect Rd.
Ypsilanti, Michigan 48198

Attn: Mr. David Phillips

Re: Concept Plan
Property Described in a Proposed Consent Judgment:
*Hummana, LLC and NYR82, LLC v. Charter Township of Superior, Washtenaw
County Circuit Court Case No. 08-07-CZ*

Mr. Phillips,

Please find the following attached:

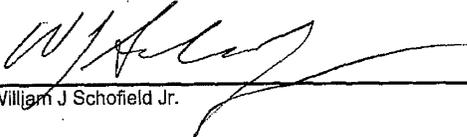
Page 1. A photograph of the proposed style of the proposed retail building. Note the building will be somewhere between 2500 and 5000 square feet. The height will not exceed the maximum allowed height in the a-2 zone. Roofing and siding materials will be steel, Colors will be earth tones selected to match the existing stables and arena. Roof pitch will be a minimum of 6-12.

Page 2. A site plan showing the proposed building envelope and the location of the drive and the proposed sign.

Page 3. A blow up of the area shown on page two. Also the areas of proposed buffering are shown.

Note: the type of buffering is proposed to be a 4-6 high foot earth berm planted with various plants including evergreens for screening purposes.

Note: The sign is proposed to be a 4' x 8' backlit sign on top of a 4'6" pedestal similar in size to the sign located at Lucas Nursery

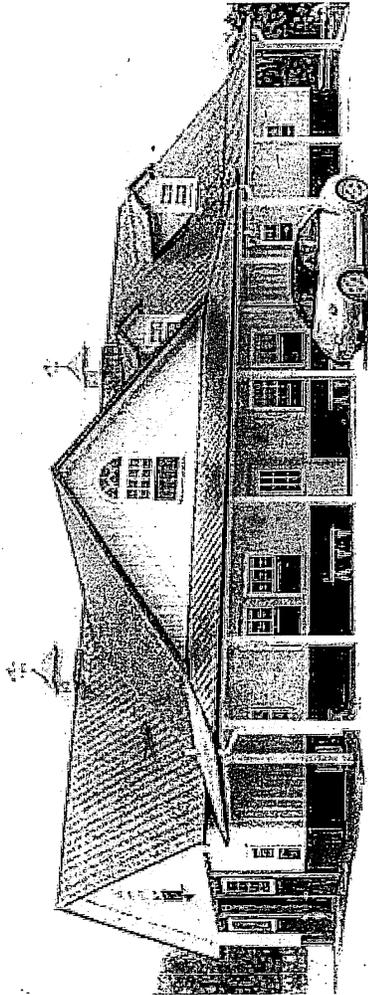


William J Schofield Jr.

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 58

Page 1

SCALE ~
1/8" = 1'



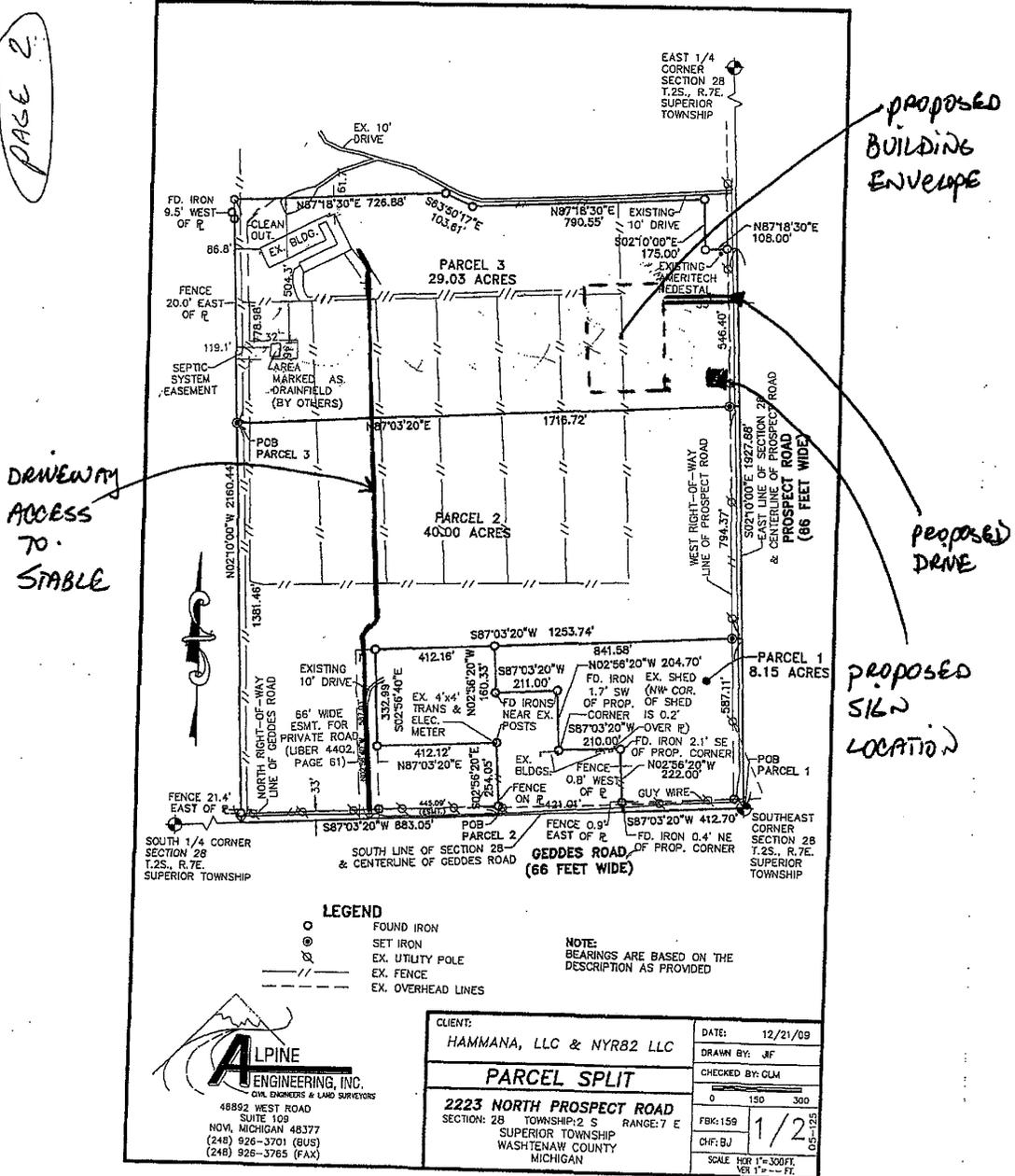
PROPOSED STYLE OF FEED STORE. STORE WILL BE 2500 - 5000 S.F.
HEIGHT NOT TO EXCEED MAXIMUM ALLOWED IN A-2 ZONE.
ROOFING, SIDING TO BE STEEL. COLORS TO MATCH EXISTING STABLE.
ROOF PITCH TO BE MINIMUM OF 6-12.

<http://www.stockadebuildingsinc.com/barns.35.jpg>

1/12/2010

SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 59

PAGE 2



LEGEND

- FOUND IRON
- ⊙ SET IRON
- ⊕ EX. UTILITY POLE
- EX. FENCE
- - - EX. OVERHEAD LINES

NOTE:
BEARINGS ARE BASED ON THE
DESCRIPTION AS PROVIDED

ALPINE
ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 48892 WEST ROAD
 SUITE 109
 NOV. MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT: HAMMANA, LLC & NYRB2 LLC	DATE: 12/21/09
PARCEL SPLIT	DRAWN BY: JF
2223 NORTH PROSPECT ROAD	CHECKED BY: CLM
SECTION: 28 TOWNSHIP: 2 S RANGE: 7 E	0 150 300
SUPERIOR TOWNSHIP	FBK: 159
WASHTENAW COUNTY	CH: BJ
MICHIGAN	1/2
	SCALE: 1" = 300 FT.
	N.T.S.

EXHIBIT J

Description of 6 Acre Parcel

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 833.71 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING S87°03'20"W 883.05 FEET ALONG SAID CENTERLINE AND SAID SOUTH SECTION LINE; THENCE N02°10'00"W 334.27 FEET; THENCE N87°03'20"E 466.42 FEET; THENCE S02°56'40"E 80.19 FEET; THENCE N87°03'20"E 412.12 FEET; THENCE S02°56'20"E 254.05 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 6.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 33 FEET THEREOF, AS OCCUPIED BY SAID GEDDES ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Green, Lewis, Williams

Nays: None

Absent: None

The motion carried

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 62**

B. GREAT DANE RESCUE, INC. CHARITABLE GAMING LICENSE

Jeanette Coval provided a letter to the Board requesting Superior Township adopt a resolution recognizing the Great Dane Rescue, Inc., as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses. Ms. Coval explained that the resolution is required by the State of Michigan for the organization to hold a millionaire's party. Funds raised at the party will be used to provide medical care and food for Great Danes the organization places in foster homes. Supervisor McFarlane indicated that the millionaire party was going to be held in Shelby Township. He did not feel there was enough information provided for the Board to make an informed decision. He recommended that the Board postpone action on the item until the next meeting when the organization could provide more information.

It was moved by McKinney, seconded by Lewis, to postpone action on the request until the next Board meeting.

The motion carried by a unanimous voice vote.

C. RESOLUTION TO AMEND FEES PERTAINING TO THE SUPERIOR CHARTER TOWNSHIP ZONING ORDINANCE

At the December 21, 2010 Board meeting, the Township accountant and planning administrator made a presentation recommending the Township revise the manner in which administrative fees are assessed for planning review and engineering inspections. The Board concurred with their recommendation and approved the changes. The new system will involve a sliding scale to charge based upon the amount of the invoice. In order to implement the changes a resolution to amend the fees is required along with the publishing and posting of the resolution.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A Resolution to Amend Fees Pertaining to the
Superior Charter Township Zoning Ordinance
January 19, 2010**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 63**

nineteenth day of January 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by McKinney and seconded by Lewis:

WHEREAS, this Board is authorized by Zoning Ordinance of the Charter Township of Superior to set fees by resolution for various matters arising in the course of administration of the Zoning Ordinance; and

WHEREAS, this Board has reviewed the fees previously in effect and has found that they are in need of revision;

LET IT THEREFORE BE RESOLVED, that the Charter Township of Superior, Washtenaw County, Michigan, does hereby amend the fee schedule adopted on June 15, 2009, for rezoning petitions, site plan reviews, special district review and other fees as set forth below; and

BE IT FURTHER RESOLVED, that an administrative fee shall be added to all review costs deducted from review escrow accounts though all stages of the development process; and

BE IT FURTHER RESOLVED, that in the event that the fees are not fully paid within thirty (30) days after notification of outstanding invoices and prior to any requested action by the Planning Commission, the Planning Commission shall consider that as grounds for denial; and

BE IT FURTHER RESOLVED, that all of the review escrow funds are refundable if they are not used, less fifteen percent (15%) administration costs of the original amount used. All review escrow funds will be deposited in a non-interest bearing account.

1. REZONING PETITIONS (OTHER THAN SPECIAL DISTRICTS)

The following fees and review escrows shall be paid by the petitioner to the Superior Charter Township Treasurer at the time of submittal of the application to rezone:

Application fees:	\$ 900.00
Review escrow:	\$ 1,000.00
Total:	<hr/> \$ 1,900.00

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 64**

escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

If a second public hearing must be scheduled due to the petitioner's failure to post required signage or provide information as required, or due to the petitioner's request, an additional fee of \$300.00 to offset the Township's additional costs of public notices and affidavits of notice shall be paid by the petitioner prior to the Township scheduling the public hearing.

2. APPLICATION FOR CONDITIONAL USE PERMIT

The following fees shall be paid by the applicant to the Superior Charter Township Treasurer at the time of submittal of the application for a Conditional Use Permit.

Application fees:	\$ 500.00
Review escrow:	\$ 300.00
Total:	<hr/> \$ 800.00

Application fee includes one Planning Commission meeting in addition to the meeting at which the public hearing is held. For placement on each additional agenda, an additional fee of \$150.00 shall be payable in advance.

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

3. SITE PLAN REVIEW (OTHER THAN SPECIAL DISTRICTS)

The following fees shall be paid by the applicant to the Superior Charter Township Treasurer at the time of submittal for each review:

A. PRELIMINARY SITE PLAN REVIEW

Application fees:	\$ 900.00
Review escrow:	\$ 1,200.00 + \$75 per acre
Total:	<hr/> \$ 2,100.00 + \$75 per acre

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 65**

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

B. FINAL SITE PLAN REVIEW

Application fees:	\$ 900.00
Review escrow:	\$1,200.00
Total:	<u>\$ 2,100.00</u>

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

C. REVISED SITE PLAN REVIEW (EACH REVISION)

Application fees:	\$ 300.00
Review escrow:	\$1,100.00
Total:	<u>\$1,400.00</u>

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

D. MAJOR/MINOR CHANGE

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 66**

Application fees:	\$ 100.00
Review escrow:	300.00
Total:	<u>\$ 400.00</u>

4. PETITION FOR SPECIAL DISTRICT REVIEW

The following fees shall be paid by the petitioner to the Superior Charter Township Treasurer at the time of submittal of the application For a Special District and at the time of each subsequent submittal:

A. REZONING PETITION AND AREA PLAN REVIEW

Application fees:	\$ 900.00
Review escrow:	\$1,200.00
Total:	<u>\$2,100.00</u>

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

If a second public hearing must be scheduled due to the petitioner's failure to post required signage or provide information as required, an additional fee of \$300.00 to offset the Township's additional costs of public notices and affidavits of notice shall be paid by the petitioner prior to the Township scheduling the public hearing.

B. PRELIMINARY SITE PLAN REVIEW

Application fees:	\$ 900.00
Review escrow:	\$1,200.00 + \$75.00 per acre
Total:	<u>\$2,100.00 + \$75.00 per acre</u>

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 67**

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

C. FINAL SITE PLAN REVIEW

Application fees: \$ 900.00

Review escrow: \$ 1,800.00

Total: \$2,700.00

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

D. MAJOR/MINOR CHANGE

Application fees: \$ 100.00

Review escrow: 300.00

Total: \$ 400.00

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

5. ENGINEERING REVIEW FEES

At the time of submittal of detailed construction plans, specifications, and detailed estimates of total costs of the proposed construction and improvements, the applicant

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 68**

shall pay to the Township Treasurer a fee for review equal to one and one-half percent (1 ½%) of the estimated total costs of construction and improvements, plus one dollar (\$1.00) per dwelling unit or, in the case of non-residential developments, one and one-half percent (1 ½%) of the estimated costs of construction and improvements, plus one dollar (\$1.00) 1500 square feet of the total building size. The estimates shall be provided by the applicant, and verified by the Township engineer, with the Township engineer retaining final authority to determine the total costs upon which the percentage shall be based.

The fee shall be paid prior to the Township engineer's review of any part of the construction plans. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If the review costs exceed the amount in the escrow account, the costs plus the appropriate administrative fee shall be billed to the petitioner. Billing rates are available upon request.

6. PRECONSTRUCTION AND DEVELOPMENT AGREEMENT MEETING

The following fees shall be paid by the applicant to the Superior Township Treasurer at the time of scheduling a preconstruction and development agreement meeting:

A. PROJECT WITH PUBLIC WATER AND SANITARY SEWER

One and one-half hour \$650.00
(maximum meeting time)

B. PROJECT WITHOUT PUBLIC WATER AND SANITARY SEWER

One and one-half hour \$500.00
(maximum meeting time)

If the meeting exceeds one and one-half hours, or if a subsequent meeting is required, the additional fees shall be payable at the above rates rounded to the nearest quarter hour.

7. INSPECTION FEES DEPOSIT (IN FIELD)

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 69**

The fees for inspection shall be borne by the applicant and paid to the Township Treasurer. Fees for inspection shall be established at the preconstruction meeting by the Township engineer, who shall transmit a copy of the amount required for inspection fees to the applicant, the Township Clerk, and the Township Treasurer. The Township Treasurer shall place the amount determined by the Township engineer in an escrow account.

Inspection fees shall cover the costs of actual inspection and any administrative engineering time incurred by the Township's engineer(s) in association with the project. Inspection costs will be deducted from the inspection escrow account along with the appropriate administrative fee. If the review costs exceed the amount in the escrow account, the costs plus the appropriate administrative fee shall be billed to the petitioner. The extent of inspection and field engineering required may be determined by the Township's engineer based upon the contractor's performance and the applicant's engineering involvement. The costs associated with any field design changes, reviews, evaluations or interpretations of the plans due to discrepancies evolving from the construction operation shall be deducted from the inspection escrow accounts.

The applicant will be notified in the event the escrow funds have been depleted and additional funds are required. Prompt attention to reestablishing the escrow funds will prevent the project construction from being stopped and/ or occupancy permits withheld. Any account balance remaining upon completion of the project and acceptance of the record plans will be returned to the applicant less fifteen percent (15%) for administration.

Review of "as-built" plans shall be invoiced against the inspection funds.

The fees herein contained shall be in addition to those charges for connection charges and other charges or fees required for sanitary sewer and water supply.

8. ZONING BOARD OF APPEALS PETITION

At the time of filing an appeal to the Zoning Board of Appeals, fees shall be paid by the petitioner to the Superior Charter Township Treasurer as follows:

Appeals brought by the owner of a single-family dwelling and involving a variance request regarding "Density and Height Regulations" for one such dwelling:

\$175.00

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 70**

Any other appeal:

\$500.00

9. MISCELLANEOUS FEES

A. SPECIAL MEETING OF THE TOWNSHIP BOARD

At the time of filing a request with the Township Clerk for a special meeting of the Township Board, a fee of \$600.00 shall be paid by the requester to the Superior Charter Township Treasurer. If the Board determines for any reason that special meeting cannot be held, \$450.00 of the \$600.00 fee shall be refunded, with the remaining portion of the fee to be retained by the Township for administrative costs.

B. SPECIAL MEETING OF THE TOWNSHIP PLANNING COMMISSION

At the time of filing a request with the Township Clerk for a special meeting of the Township Planning Commission, a fee of \$750.00 shall be paid by the requester to the Superior Charter Township Treasurer. If the Planning Commission determines for any reason the special meeting cannot be held, \$650.00 of the \$750.00 fee shall be refunded, with the remaining portion of the fee to be retained by the Township for administrative costs.

C. PRE-APPLICATION CONFERENCE

At the time of scheduling a pre-application meeting with the Township Planner, a fee of \$100.00 shall be paid by the applicant to the Superior Charter Township Treasurer. If additional meetings are requested, an additional \$75.00 per meeting shall be paid.

D. PRE-APPLICATION REVIEW

Before an application for rezoning, conditional use or site plan review is filed, the petitioner may request a pre-application review by the Township's planner and/or engineer. A fee of \$500.00 shall be paid by the applicant to the Superior Charter Township Treasurer before such a review is undertaken.

10. EXTENSION OF AREA PLAN, MINOR SITE PLAN, PRELIMINARY SITE PLAN AND FINAL SITE PLAN APPROVAL

The review escrow shall be paid by the petitioner to the Superior Charter Township Treasurer at the time of submittal of the application for an extension:

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 71**

Review escrow:	\$ 1,500.00
Total:	<u>\$ 1,500.00</u>

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

11. MINOR SITE PLAN REVIEW

The following fees shall be paid by the applicant to the Superior Charter Township Treasurer at the time of submittal of the application for each minor site plan review.

Review escrow:	\$ 1,500.00
Total:	<u>\$ 1,500.00</u>

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

12. ADMINISTRATIVE REVIEW

The following fees shall be paid by the applicant to the Superior Charter Township Treasurer at the time of submittal for each administrative review:

Review escrow:	\$ 1,500.00
Total:	<u>\$ 1,500.00</u>

Review escrow funds are used for the Township consultants' engineering, planning and legal reviews and other costs as appropriate. Review costs will be deducted from the escrow account along with the appropriate administrative fee. If a review cost exceeds the amount in the escrow account, the cost plus the appropriate administrative fee, shall be billed to the petitioner. Billing rates are available upon request.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 72**

13. ADMINISTRATIVE FEES

An administrative fee shall be charged whenever a Township consultant's review cost (including but not limited to engineering, planning and legal reviews) is deducted from a review escrow account. The administrative fee shall also be deducted from the review escrow account and shall be calculated according to the following table:

Review Cost	Administrative Fee
Under \$250	10%
\$251-\$500	8%
\$501-\$1,500	4%
\$1,500-\$3,000	3%
Over \$3,000	2%

14. PUBLICATION AND EFFECTIVE DATES

This resolution and fee schedule shall become effective immediately upon publication in the *Ypsilanti Courier*, a newspaper of general circulation within the Township on January 28, 2010.

CERTIFICATION

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on January 19, 2010 and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

David Phillips, Superior Township Clerk

Roll call vote: McKinney, Phillips, Caviston, Green, Lewis, Williams, McFarlane

Aye: McKinney, Phillips, Caviston, Green, Lewis, Williams, McFarlane

Nays: None

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 73**

Absent: None

The motion carried.

D. PLANNING COMMISSION APPOINTMENTS

The terms of John Copley and Porshea Anderson-Taylor both expire on February 28, 2010. Both have submitted letters indicating they are interested in continuing to serve. Supervisor McFarlane feels both candidates have been doing a good job. He said the Planning Commission is still in the process of revising the Growth Management Plan and that both candidates have been very involved in the process. He recommends that both be reappointed to new three year terms.

It was moved by McKinney, seconded by Green, that the Superior Charter Township Board concurs with the recommendation of the Supervisor and reappoint Porshea Anderson-Taylor, Prospect Rd., and John Copley, Cherry Hill Rd. , to the Superior Charter Township Planning Commission for three-year terms ending on February 28, 2013.

The motion carried by a unanimous voice vote.

E. DIXBORO DESIGN REVIEW BOARD APPOINTMENTS

Supervisor McFarlane indicated that John Copley's term on the Dixboro Design Review Board expires on February 28, 2010. Also, Patricia K. Durston's term expired December 31, 2009. She no longer resides in the Township and is not eligible for reappointment. Ms. Durston was appointed to meet the requirement for a home builder or finance person. Ms. Barth meets this requirement as she is employed by a bank as a real estate appraiser. He recommends both candidates be appointed to three year terms.

It was moved by McKinney, seconded by Phillips, that the Superior Charter Township Board concurs with the recommendation of the Supervisor for the appointment to the Dixboro Design Review Board of Michelle Barth, Plymouth Rd., to a three year term to end 12/31/2009 and the reappointment of John Copley, Cherry Hill Rd., to a three year term to end 2/28/2013.

The motion carried by a unanimous voice vote.

F. BUDGET AMENDMENTS, LEGAL DEFENSE FUND

PROPOSED BUDGET AMENDMENTS		
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**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 74**

LEGAL DEFENSE FUND 1-19-10			
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
204-000-699-000	APPROPRIATION FROM FUND BALANCE	INCREASE	\$ 100,000.00
204-244-802-050	DEVELOPMENT RIGHTS PURCHASES	\$ 100,000.00	INCREASE
	TOTAL OF DEBITS/CREDITS	\$ 100,000.00	\$ 100,000.00

It was moved by Lewis, seconded by McKinney, to approve the budget amendment to the Legal Defense Fund.

The motion carried by a unanimous voice vote.

11. PAYMENT OF BILLS

It was moved by McKinney, seconded by Green, that the bills be paid as submitted in the following amounts: General - \$14,940.00 and Legal Defense \$1095.00 for a total \$16,035.00, further, that the Record of Disbursements be received.

The motion carried by a voice vote.

12. PLEAS AND PETITIONS

There were no pleas or petitions.

13. ADJOURNMENT

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
January 19, 2010
ADOPTED MINUTES
PAGE 75**

It was moved by Caviston, supported by McKinney, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 11:00 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor