

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
FEBRUARY 16, 2010  
ADOPTED MINUTES  
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**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 February 16, 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 Green, seconded by Caviston to adopt the agenda as presented.

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF JANUARY 19, 2010**

It was moved by McKinney, seconded by Caviston, to approve the minutes of the regular Board meeting of January 19, 2010, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. WALLY COMMUTER RAIL PRESENTATION**

Mr. Michael R. Benham, Ann Arbor Transportation Authority (AATA) made a presentation about implementing commuter rail service between Howell and Ann Arbor. The railroad tracks are in place and presently used by freight trains. The commuter rail would be funded thru a combination of grant, MDOT and local investments. Start up is projected for late 2011. It would reduce the amount of traffic on highway US 23 and would reduce the need to add additional lanes to US 23.

There was no other citizen who wished to address the Board.

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**7. REPORTS**

**A. SUPERVISOR REPORT**

Supervisor McFarlane attended the Michigan Township Association and shared the following information he gleaned from the conference: The ballot for the November 2010 General Election will include a proposal to hold a Constitutional Convention. Holding such a convention will cost approximately \$45 million. The Constitution can be amended thru ballot proposals. Supervisor McFarlane does not feel holding a Constitutional Convention is worth the cost and recommends a no vote. Agriculture produces \$80 billion worth of products a year and two million jobs in Michigan. In order to support the agricultural industry, local communities should support value-added agricultural activities. Communities need to be aware of the cost of development. Statistics show that agriculture and unaffordable homes pay a greater share towards services than do high density development. State Republicans have issued a proposal to cut the wages of all municipal employees by five percent for a three year period and to require them to contribute 20% towards their health care costs. Many neighboring communities are having financial difficulties and are having to cut police and fire services. This past year, Superior Township has made \$48,697 in cuts in the General Fund and \$104,139 of cuts in the Building Fund. As a result of this pro-active financial management, Superior Township has not had to cut police, fire or other services. In fact, the Township has added police services this past year. Ann Arbor Township recently purchased the development rights on a parcel in their Township for \$7,500 per acre. Superior Township's purchase of development rights for \$2,500 per acre is apparently a good deal.

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

The Sheriff's Department Report was discussed. The Four Year Activity Report indicated assaults and burglaries for 2009 were slightly higher than 2008, but significantly lower than 2007.

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

The motion carried by a voice vote.

**C. UTILITY DEPARTMENT, DECEMBER 2009 FINANCIALS**

The Utility Department Financials for December 2009 were reviewed. They included January thru December 2009 pre-audited totals. They indicated that approximately \$190,000 was transferred to Capital Reserves for the fiscal year ending 2009.

It was moved by Caviston, seconded by McKinney, to receive the Utility Department December

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2009 Financials.

The motion carried by a voice vote.

**8. COMMUNICATIONS**

**A. JAN PATRICK, ENERGY EFFICIENCY GRANT, AWARDED**

In her letter dated January 25, 2010, Jan Patrick, State of Michigan, Bureau of Energy Systems, Energy Efficiency and Conservation Multi-purpose Block Grant (EECBG), Program Manager, informed the Township that \$73,853 has been awarded under the EECBG program. The grant award will be divided with the Willow Run School District pro-rated based upon scope of project. The pro-ration is 74.51% for the Township and 25.49% for the School District. Or, \$55,027.87 for the Township and \$18,825.13 for the School District.

It was moved by Caviston, seconded by McKinney, to receive the letter from Jan Patrick, State of Michigan, BES.

The motion carried by a unanimous voice vote.

**B. JAN PATRICK, LED DEMONSTRATION GRANT, NOT SELECTED**

In her letter dated January 25, 2010, Jan Patrick, State of Michigan, Bureau of Energy Systems, Energy Efficiency and Conservation Multi-purpose Block Grant (EECBG) Program Manager, informed the Township that its proposal was not selected to receive an LED Demonstration grant award. The Township had proposed the conversion of twenty-two 175 Watt Mercury Vapor Overhead Street Lights located on Wiard Blvd. and Harvest Lane to 95 Watt LED Street Lights.

It was moved by McKinney, seconded by Lewis to receive the communication from Jan Patrick, State of Michigan, BES.

The motion carried by a unanimous voice vote.

**C. ANNUAL MEETING OF THE WASHTENAW COUNTY ROAD COMMISSION,  
APRIL 19, 2010**

Supervisor McFarlane verified in his e-mail that the annual meeting with the Road Commission is scheduled for the regular Board meeting of April 19, 2010 at 7:30 pm.

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It was moved by Caviston, seconded by McKinney, to receive the communication from Supervisor McFarlane.

The motion carried by a voice vote.

**9. UNFINISHED BUSINESS**

**A. WASHTENAW COUNTY PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**

At their December 21, 2009 meeting, the Board discussed the staffing of the County PDR program being transferred to the Legacy Land Conservancy which would administer the program for all Washtenaw County PDR member communities. This County would make a one time payment of \$14,000 to the Conservancy. There would be no additional charges to the Superior Township, or other member communities. Supervisor McFarlane recommended that Superior Township continue membership in the County PDR program as there is no cost to the Township and if funds become available, the Township will be able to submit applications.

It was moved by Caviston, seconded by McKinney, to take the recommendation of the Supervisor and approve Superior Township's continued membership in the Washtenaw County Purchase of Development Rights Program.

**B. GREAT DANE RESCUE, INC., ACKNOWLEDGEMENT AS A NON-PROFIT ORGANIZATION**

At their January 19, 2010 meeting, the Board postponed the request of the Great Dane Rescue, Inc. for the Township to pass a resolution granting acknowledgment that Great Dane Rescue, Inc. is recognized as a non-profit organization. The resolution was required by the State of Michigan for the organization to hold a Millionaire's Party in Shelby Township. Supervisor McFarlane indicated in his letter that he spoke to the founder of the organization, and she did not understand why Superior Township's participation was needed. He recommended that the Board deny the request to approve the resolution.

It was moved by Caviston, seconded by Lewis, to deny the request of Great Dane Rescue, Inc. for the Township to approve a resolution granting acknowledgment that Great Dane Rescue, Inc. is recognized as a non-profit organization.

The motion carried by a unanimous voice vote.

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10. **NEW BUSINESS**

**A. BROMLEY PARK, ANNUAL UTILITY MAINTENANCE FEE, 2008, 2009 AND 2010**

At the meeting of October 19, 2009, the Board approved a procedure for the Bromley Park Community Association to request the Board to waive the assessment, collection and payment of the annual utility maintenance fee. The Community Association forwarded letters to the Board requesting the annual utility maintenance fees is waived for 2008, 2009 and 2010.

It was moved by Phillips, seconded by Caviston, that the Superior Charter Township Board approves the waiving of the Bromley Park Community Association annual utility maintenance fees for 2008, 2009 and 2010 for a total of \$9,228.64.

The motion carried by a unanimous voice vote.

**B. TOWNSHIP TELEPHONE PROPOSAL**

Rick Church, Utility Director, provided a memo and spread sheet which indicated that the Township telephone service provider, Cavalier, has agreed to lower the rates to the Township if a new three year contract is signed. Cavalier agreed to review their rates after the Township obtained a bid for similar service from Comcast. The current Cavalier rate for service to all of the Township's landline telephones is \$1,131.00 plus taxes and fees. The new rate will be \$658.00 plus taxes and fees. The monthly saving to the Township will be \$473.00 per month. The new contract will contain a re-negotiation clause for fee review after 18 months.

It was moved by Caviston, and seconded by McKinney, for the Superior Township Board to approve the Township signing a new three year contract with Cavalier to provide telephone service to all of the Township's telephones at a rate of \$658.00 per month plus all applicable taxes and fees.

The motion carried by a unanimous voice vote.

**C. CONSENT JUDGMENT BETWEEN SUPERIOR TOWNSHIP AND HUMMANA LLC AND NYR82 LLC**

At the January 19, 2010 meeting, the Township Board adopted a resolution to approve the Consent Judgment between Hummana, L.L.C. and NYR82, L.L.C. in substantially the form attached, authorized the Township Supervisor and Township Clerk to sign the Consent Judgment and to take actions outlined by the conservation easement, including the purchase of the property

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and conservation easement. Following the Public Hearing, the Township Administrative staff felt that some requirements in the Consent Judgment could be clarified to better protect the Township and to better address concerns expressed by the public. Minor modifications were made to the Consent Judgment including: the 250' setback along Prospect Road was clarified; an 85' setback, which includes a 25' no impact zone to preserve the existing tree line, was added to the west property line, the language which addressed the use of the Stable property after eight years was clarified and there were some other minor changes. The new resolution is to amend the resolution which was adopted on January 19, 2010.

**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  
WHICH AMENDS THE RESOLUTION TO APPROVE THE CONSENT JUDGMENT  
WHICH WAS ADOPTED ON 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 February 16, 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by Caviston, and supported by McKinney.

**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

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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 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

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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 and the payment of all applicable taxes, 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.

Insert final Consent Judgment.....

STATE OF MICHIGAN

WASHTENAW COUNTY CIRCUIT COURT

HUMMANA, LLC and NYR82, LLC,  
Michigan limited liability companies, jointly  
and severally,

Plaintiffs,

v

File No: 08-07-CZ

Hon. ARCHIE C. BROWN

CHARTER TOWNSHIP OF SUPERIOR,  
Defendant

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Robert A. Jacobs (P15402)  
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**CONSENT JUDGMENT**

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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<sup>7</sup> 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.

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

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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 $\bar{v}$  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.

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- 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 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, except that no intensive livestock operations of the type commonly referred to as "factory farms" shall be permitted. 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

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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<sup>∇</sup> 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 17.03 and Section 5.101;<sup>‡</sup>
  - ii. Bulk feed and farm supply stores as defined in Section 5.101;<sup>‡</sup>
  - iii. Private riding arena or boarding stable as defined in as defined in Section 17.03 and Section 5.107;<sup>‡</sup>
  - iv. Public or commercial riding stable as defined in as defined in

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<sup>‡</sup>All references are to the Superior Township Zoning Ordinance in existence at the time this Consent Judgment is entered.

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Section 17.03 and 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.

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- b. Except as otherwise provided in this Consent Judgment, 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 the existing 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, with

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attached notes, 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. If eight (8) years after the date this Consent Judgment is entered,, no commercial buildings have been erected on the Stables Property, 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 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

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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.

**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. Other than any agricultural buildings, any further development and the

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existing stables 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 on the Stables and Conservation parcels shall be subject to all reviews, approvals and fees required by the 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

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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.

- 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.

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**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 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

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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.

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**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.

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**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 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.

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- 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]**

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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:

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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:

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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:

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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**

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## **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.

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**EXHIBIT B  
Map of Subject Property**



## **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;

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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.

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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	
<b>RURAL USES</b>																		
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
<b>RESIDENTIAL USES</b>																		
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

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<b>RESIDENTIAL USES (continued)</b>																		
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
<b>OFFICE, SERVICE, AND COMMUNITY USES</b>																		
Banks, Credit Unions, and Similar Financial Services								P	P	P					C	A		Section 5.301
Barber Shop, Beauty Salon or Nail Care									P	P	A							Section 5.406
Campgrounds and Recreational Vehicle Parks	C													A				Section 5.301
Cemeteries		C	C													P		Section 5.302
Copy Center									P	P	A					A		Section 5.303
Day Care Center - Child or Adult							C	P	P	A	P				P	A		Section 5.304

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	Rural			Residential				Business			Other	Special					
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<b>OFFICE, SERVICE, AND COMMUNITY USES (continued)</b>																	
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											P					P	
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																	
Medical, Optical or Radiology Laboratories																	
Offices for Business, Professional, Executive, Service or Administrative Uses exceeding to 4,000 square-feet in floor area per building																	
Offices for Business, Professional, Executive, Service or Administrative Uses up to 4,000 square-feet in floor area per building																	
Offices of a Plumber, Electrician, and Similar Skilled Trades Contractor																	
Pharmacies, Drugstores, and Medical Supply Stores																	

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	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	
<b>OFFICE, SERVICE, AND COMMUNITY USES (continued)</b>																		
Police, Fire, and Ambulance Stations	C	C	C	C	C	C	C	C	P	P	P					P	P	C
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				
<b>COMMERCIAL USES</b>																		
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								Section 5.405
Coffee and Tea Shops									P	P	A							Section 5.401
COMMERCIAL USES not otherwise listed in this table																		
Convenience Stores, Not Including Sales of Alcoholic Beverages									P	P								Section 5.401
Convenience Stores Selling Alcoholic Beverages								C	C				P					

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	Rural			Residential				Business			Other	Special						
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<b>COMMERCIAL USES (continued)</b>																		
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 5.407
Motor Vehicle Fueling Station									C									Section 5.408
Motor Vehicle Repair Station									C									Section 5.408
Motor Vehicle Service Center									P									Section 5.408

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<b>COMMERCIAL USES (continued)</b>																		
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									
<b>INDUSTRIAL, RESEARCH, AND LABORATORY USES</b>																		
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	

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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	
<b>INDUSTRIAL, RESEARCH, AND LABORATORY USES (continued)</b>																		
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	

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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
<b>INDUSTRIAL, RESEARCH, AND LABORATORY USES (continued)</b>																	
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
<b>OTHER USES</b>																	
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															P		
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				P	P	P	P	P	P	P	P	P	P	P	P	P	P
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

Superior Charter Township Zoning Ordinance

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

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## **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 conform 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).

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**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 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.**

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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 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.

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- 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.

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7. All outdoor animal pens shall be enclosed with a six (6) foot high safety fence. 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.

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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.
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).

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**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 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.

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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.

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**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 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.

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- 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 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.);

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- (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.
- 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,

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(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 Grantee 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.
    - (3) Construct or place authorized utility lines.
    - (4) Store or dispose of vegetative debris such as grass clippings, leaves, yard waste or other material

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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 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

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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.
  - 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

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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.
- 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

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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.

- 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

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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 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

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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***

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WITNESSES:

Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GRANTOR:**  
**HUMMANA, LLC,**  
a Michigan Limited Liability

\_\_\_\_\_

By:  
Its:

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

On January \_\_\_\_\_, 2010, before me, a Notary Public, in and for said County, personally appeared before me \_\_\_\_\_, known to be the \_\_\_\_\_ of Hummana, LLC and 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, a Michigan limited liability company.

\_\_\_\_\_

\_\_\_\_\_

Notary Public

Oakland County, Michigan  
My Commission Expires:

WITNESSES:

**NYR82, LLC,**  
a Michigan limited liability  
company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:  
Its:

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public

Oakland County, Michigan  
My Commission Expires:

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**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.

\_\_\_\_\_

\_\_\_\_\_

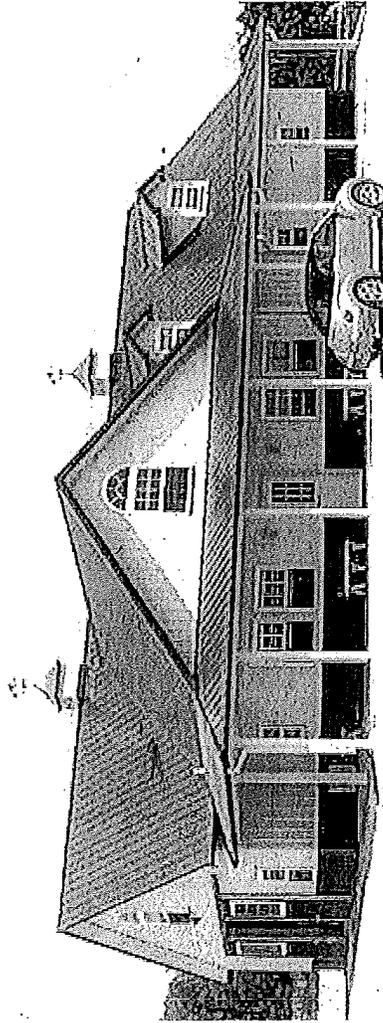
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

## **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.

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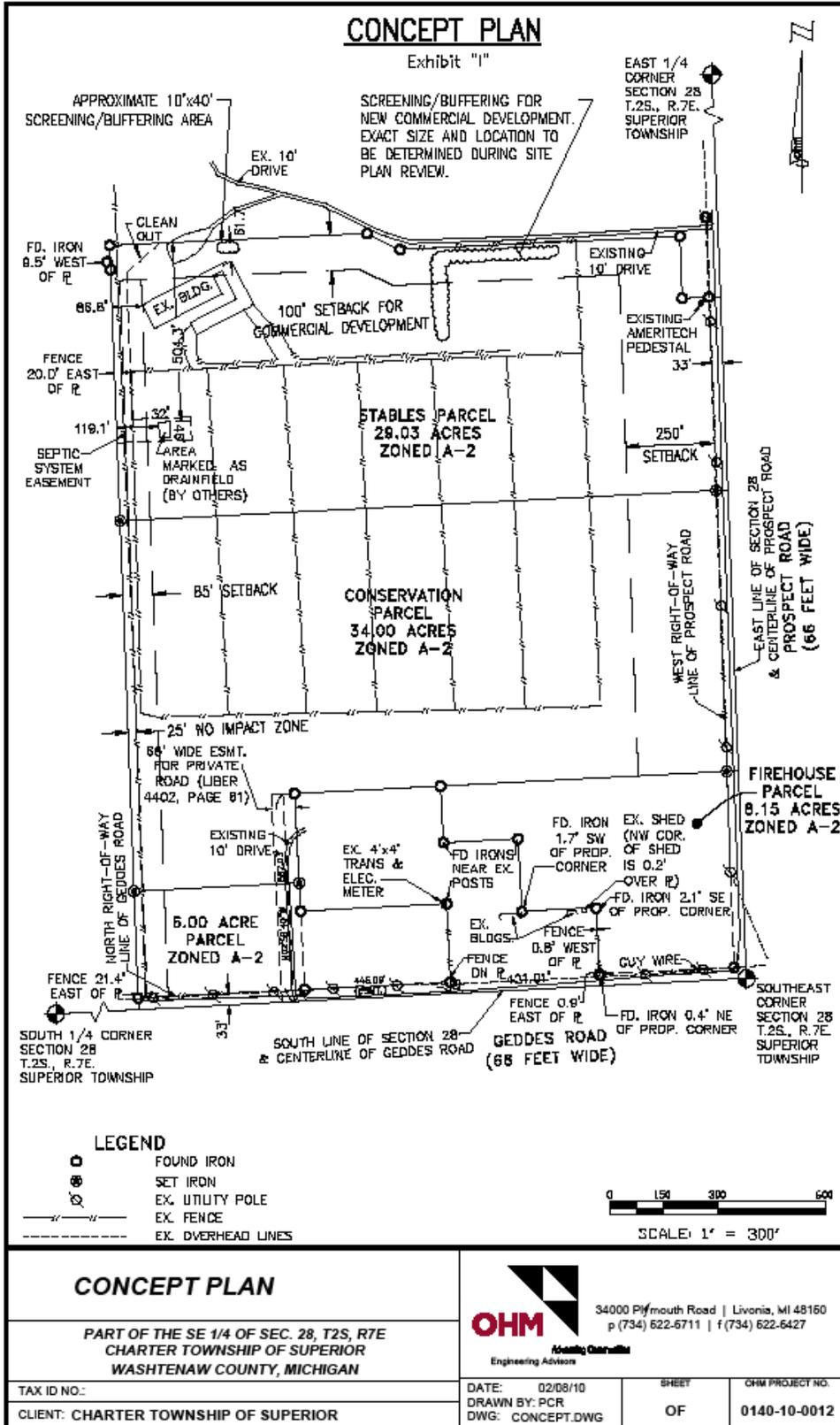
**EXHIBIT I**  
**Concept Plan**



Proposed style of Feed Store. Store will be 2,500 to 5,000 square feet and the height is not to exceed the maximum allowed in the A-2 zone. Roofing and siding to be steel. Colors to match existing stable. Roof pitch to be a minimum of 6-12.

Scale: Approx. 1/8" = 1'

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Note

## Notes to Concept Plan

1. A permanent setback of 85' along the entire west property line. Included in this setback shall be a 25' No Impact Zone for the purpose of preserving all trees and vegetation along the property line in order to screen the Subject Parcel from Hunters Creek.
2. The No Impact Zone is defined as:

An area where the plaintiff is not allowed or authorized in any way to cut down, destroy, or otherwise alter or remove trees, tree limbs, shrubs, or other vegetation, whether living or dead within the No Impact Zone premises unless 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. The above requirements shall be perpetual and run with the land, applying to the plaintiffs, their assigns and successors.
3. A 250' setback from the Prospect Road right-of-way (66' total ROW or 33' from the center line of Prospect) for both the Stable Parcel and the Conservation Parcel. This setback is not required for the Firehouse Parcel. No buildings of any type shall be constructed within this setback. If any new commercial building is constructed on the Stable Parcel, this setback shall be perpetual on both the Stable Parcel and Conservation Parcel and run with the land, applying to the plaintiffs, their successors and assigns. If after eight years from the date the Consent Judgment is entered, and no new commercial building(s) are constructed on the Stable parcel as allowed in the Consent Judgment, this setback requirement will be eliminated for only the Stable Parcel and the setback requirement for the Stable Parcel along Prospect Road shall comply with the setback requirement for the A-2 district in existence at the time of construction. The 250' setback from Prospect Road right of way shall be permanent on the Conservation Parcel.
4. Any new commercial development on the Stable Parcel shall maintain a 100' setback from the north property line ("Donahue property").
5. Any new commercial development and the existing stable shall include screening/buffering as outlined by the Consent Judgment. and shown on this Concept Plan. New buildings on either parcel that are used for permitted principal uses under the A-2 district are not required to include

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- screening/buffering. Buffering requirements for the Firehouse parcel is not required, but may be addressed and added during the site plan review process.
6. Except for the dimensional, setbacks and procedural requirements agreed to in this Concept Plan and the Consent Judgment, new buildings on the Stable Parcel and the Conservation Parcel shall comply with all dimensional, setback and procedural requirements of the A-2 district as contained in the Zoning Ordinance in existence at the time the Consent Judgment is entered, unless eight years have lapsed from that date. After the eight years have lapsed, except for the dimensional, setbacks and procedural requirements agreed to in this Concept Plan and the Consent Judgment, new buildings on the Stable Parcel and the Conservation Parcel shall comply with all dimensional, setback and procedural requirements of the A-2 district as contained in the Zoning Ordinance in existence at the time of construction.
  7. If any of the terms of this Concept Plan conflict with any terms included in the Consent Judgment, the terms of this Concept Plan shall control.
  8. Terms of this Concept Plan may be modified using the procedures outlined in the Consent Judgment.

## 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, Williams

Nays: Lewis

Absent: None

The motion carried

**D. ENERGY EFFICIENCY GRANT, SUPERIOR TOWNSHIP AND WILLOW RUN SCHOOL DISTRICT AGREEMENT**

In the fall of 2009, the Township and the Willow Run School District agreed to partner in submitting a proposal for the Michigan Energy Efficiency and Conservation Block Grant Program. Superior Township proposed to replace lighting fixtures, two new furnaces and

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some new windows at the Township Hall; and, replace lighting fixtures, the ceiling and insulation and add one new furnace at the Utility Department Administration Building. The School District proposed to add lighting occupancy sensor to the classrooms of Cheney Academy. On January 25, 2010, the Township was awarded the grant. In order to formalize the partnership, it was determined an agreement should be signed by both parties. The following agreement was drafted and has been reviewed and approved by the Township attorney. It has been forwarded to the Willow Run School District for their review and approval.

It was moved by Caviston, seconded by McKinney, that the Superior Township Board of Trustees approves the Agreement between Superior Charter Township and Willow Run Community Schools to Partner in the Execution and Administration of the Michigan Energy Efficiency and Conservation Block Grant Program, subject to minor changes by either party, and authorizes the Supervisor to sign the Agreement. Any changes shall be subject to approval by the Township Administrative staff and the Township Attorney.

**AGREEMENT  
BETWEEN SUPERIOR CHARTER TOWNSHIP  
AND  
WILLOW RUN COMMUNITY SCHOOLS**

**FEBRUARY , 2010**

This agreement, entered into this \_\_\_\_\_ of February, 2010, between Superior Charter Township, a Michigan municipal corporation (Township), whose address is 3040 N. Prospect, Ypsilanti, MI 48198, and the Willow Run Community Schools (School District), whose address is 235 Spencer Lane, Ypsilanti, MI 48198.

**WITNESSETH:**

Whereas:

- A. Prior to October of 2009, the Township and the School District entered into a preliminary agreement to partner in submitting an application for a grant from the Michigan Energy Efficiency and Conservation Block Grant Program (Grant) for funding to complete the design, and installation of building improvements which will result in the improvement of energy efficiency of certain buildings and reduce the total energy use of both the Township and the School District.
- B. On October 15, 2009, the Willow Run School District Board of Trustees authorized the implementation of Energy Conservation Measures at Cheney Elementary in an amount not to exceed \$25,000 to be funded from the 2001 Bond

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- Fund and to participate as a sub-recipient of EECBG (ARRA 2009) funding to be applied for by Superior Township.
- C. On October 19, 2009, the Superior Township Board of Trustees adopted a Resolution Approving Superior Township's Partnering with the Willow Run School District to Submit a Proposal for the Michigan EECBG program. The resolution indicated that the Township and the School District agreed to share in the grant award pro-rated based upon the total percentage of each applicant's submitted list of improvements.
  - D. On November 5, 2009, the School District provided the Township with a Letter of Intent to join with the Township in the submitting and administration of the EECBG proposal. The School agreed that if the Township was awarded the grant, the School intended to negotiate a mutually agreeable subcontract to provide services and equipment in support of the proposed grant. This would include: reimbursing the Township on a pro-rated basis for costs for the preparation and submitting of the proposal (based upon pro-ration of project scope); the actual costs involved for the agreed upon sharing of costs for the application, execution and any follow-up reports; actual monies to be distributed upon an agreed upon pro-ration formula (based upon pro-ration of project scope).
  - E. On December 10, 2009, the Township forwarded a letter to School District requesting reimbursement for costs associated with the grant preparation. The Township has received reimbursement from the School District for these costs. Included in this letter was the pro-ration as determined by the Township's engineer. This pro-ration of 77.65% for the Township and 22.35% for the School District was based upon the contractual services (engineers and labor) and material costs included in the project proposal.
  - F. On January 25, 2010, the Township was awarded the Grant in the amount of \$73,853 for the purposes of completing energy efficiency improvements at the Cheney Elementary, Superior Township's Utility Department Administration Building and the Superior Township Hall. A copy of the Grant is attached as Exhibit A.

Now therefore, in consideration of the promises and covenants hereinafter contained, the parties hereto mutually agree as follows:

- 1 The Township as the Grantee, has agreed to all requirements, terms and conditions of the Grant. The School District, as a sub-recipient, through the execution of this Agreement, also agrees to comply with all of the requirements, terms and conditions of the Grant (Exhibit A), including but not limited to Sections: 4.1 Compliance with Laws; and, 5.020 Buy American Requirement (Section 1605). Both parties agree to complete and submit all required reports in an acceptable manner and within required time limits.

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- 2 The Township and the School District will share in the grant award based upon the agreed upon pro-ration formula of the project scope (total cost of engineer/architect, contractor/labor and equipment/supplies/materials as estimated in the grant proposal) of 74.51% for the Township and 25.49% for the School District. The total grant award is \$73, 853. The Township's portion of the award is \$55,027.87. The School District's portion of the grant award is \$18,825.13.
- 3 The School District agrees to share the costs incurred by the Township for activities related to the execution of the grant and any follow-up reports required for the Grant that involve the School District's project. These shared costs will be limited to the School District's 25.49% pro-rated portion of the total amount of applicable costs.
- 4 If the Township or School District fails to complete any activity required by the grant which results in additional costs to either party, the party responsible for causing the additional costs shall reimburse the other party for any additional costs incurred.
- 5 The School District shall be required to submit all required reports and documentation before the Township releases any of the grant award funds to the School District.

In witness whereof, the undersigned have set their hands this \_\_\_\_\_th day of February, 2010.

\_\_\_\_\_  
Ms. Laura M. Lisiscki  
Acting Superintendent, Willow Run Community Schools:

\_\_\_\_\_  
Date

\_\_\_\_\_  
William McFarlane  
Supervisor, Superior Charter Township

\_\_\_\_\_  
Date

Roll call vote:

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

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Nays: None

Absent: None

The motion carried.

**E. ENERGY EFFICIENCY GRANT, CONTRACT ADMINISTRATION**

Implementation of the EECBG award requires compliance with various federal requirements in the bidding process, material and product selection process and the reporting process. In order to ensure the Township complies with all applicable requirements, the Township invited OHM and Kelly-Tinker Architects to submit proposals for the design, bidding, inspection and grant administration. Rick Church, Utility Director, indicated in his February 12, 2010 Memo that he recommended the Township contract with OHM for the administration of the EECBG Grant at a cost not to exceed \$11,000.00. He indicated that OHM has a history of working with Superior Township on the administration of grants, OHM has already assisted with the Township's preparation of the grant application and their estimate includes a "not to exceed" clause.

It was moved by Phillips, seconded by McKinney, to award the contract to assist the Township with the implementation and administration of the EECBG program to OHM Engineering Advisors. OHM shall provide services as outlined in their February 15, 2010 Proposal at a cost not to exceed \$11,000 for design, bidding, inspection and contract administration. In addition, OHM shall provide as-requested assistance with grant administration work on an hourly basis.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**F. 2010 HEALTH INSURANCE PREMIUM**

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The Township's current contract with Priority Health ends March 1, 2010. Priority Health has increased the rates for the current health care plan by 9.5%. The Township budgeted for an increase of 8%. The Township has received quotes from two other health care providers but they were more expensive. Supervisor McFarlane recommended the Township renew the current plan with Priority Health and for the Township to absorb the 9.5% rate increase. He indicated that in 2011 it is very likely that the Township will request each employee contribute 5% to the cost of the health care plan, unless the State Legislature enacts legislation that imposes such cost sharing on all municipal employees.

It was moved by McKinney, seconded by Williams, that the Superior Charter Township Board concurs with the recommendation of the Supervisor McFarlane and approve renewing the current health care plan with Priority Health for 2010- 2011 at the increased cost of 9.5%.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**G. EXCESS EQUIPMENT IN THE BUILDING DEPARTMENT**

Supervisor McFarlane indicated in his memo that the Building Department was downsized because of the economy. The building department does not need two vehicles or two laptops. He proposed the sale of the Building Department's extra vehicle, a 2002 Ford Explorer, and extra laptop computer to the General Fund. The Assessor's office would make use of both.

It was moved by McKinney, seconded by Lewis, that the Superior Charter Township Board concurs with the recommendation of the Supervisor for the Building Department to sell their extra vehicle, a 2002 Ford Explorer, for \$3,600; and an extra laptop computer for \$350 to the General Fund.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**H. TOWNSHIP CELL PHONES**

The Building Department has two cell phones for use in the field. Each phone costs approximately thirty dollars per month per phone. Supervisor McFarlane recommends that the Township discontinue the service on both cell phones. Both the Building Official and the Field Assessor have agreed to use their personal cell phones for Township use if the provides them with a monthly reimbursement of \$20.00. Both the Building Official and the Field Assessor have agreed to the concept.

It was moved by Lewis, seconded by Caviston, that the Superior Charter Township Board concurs with the recommendation of Supervisor McFarlane to discontinue the contract for the two Building Department cell phones and reimburse the Building Official and the Field Assessor twenty dollars a month for them to use their personal cell phones for Township business use.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**I. FIRE DEPARTMENT TREADMILL REPLACEMENT**

The Fire Department purchased a treadmill in 2002 with grant funds. The treadmill was used extensively but is no longer operational. The Fire Department has requested to purchase a new treadmill at a cost of \$3,110.00, which is the lowest of three bids.

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It was moved by McKinney, seconded by Lewis, to approve the Fire Department purchasing a new treadmill as outlined in their January 30, 2010 memo for a cost not to exceed \$3,110.00.

The motion carried by a unanimous voice vote.

**J. NEW SHREDDER**

The shredder in the Township Hall has become un-operational and it is not cost effective to have it repaired. Susan Mumm, Technology Administrator, obtained three bids on purchasing a new shredder. All three have similar capabilities and warranties. Prices range from \$1,567.99 to \$2,899.00. Clerk Phillips recommended purchasing the least expensive shredder for \$1,567.99 from Quill Office Supply.

It was moved by Phillips, seconded by Lewis, that the Superior Charter Township Board concurs with the recommendation of Clerk Phillips to purchase a new shredder, Fellowes Powershred C-380, from Quill Office Supply for \$1,567.99

The motion carried by a unanimous voice vote.

**J. BUDGET AMENDMENTS**

It was moved by Caviston, seconded by Green, that the Superior Charter Township Board approve the following amendments to the 2010 Budgets:

<b>GENERAL FUND BUDGET AMMENDMENTS 2/16/10</b>				
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>	
101-101-980-050	EQUIP UNDER \$5,000	\$ 3,600.00	INCREASE	PURCHASE 2002 FOR BUILDING FUND
101-101-860-000	GAS, MILEAGE, VEHICLE MAIT	\$ 1,000.00	INCREASE	
101-890-890-000	CONTINGENCIES		\$ 4,600.00	

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	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 4,600.00</b>	<b>\$ 4,600.00</b>	

FIRE FUND PROPOSED BUDGET AMENDMENTS 10-19-09				February 16, 2010
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT	COMMENTS
206-000-393-000	GENERAL RESERVE	\$ 18,000.00	DECREASE	AT THE END OF EACH
				BENEFIT TIME IN STA
206-000-393-050	ACCRUED ABSENCES RESERVE	INCREASE	\$ 18,000.00	WE THEN INCREASE
				ABSENCES RESERVE
				AS OF 12/31/09, THE F
				IN THE 2010 BUDGET
	<b>TOTAL OF DEBITS AND CREDITS</b>	<b>\$ 18,000.00</b>	<b>\$ 18,000.00</b>	SO, IF WE TRANSFER
				RESERVE TO THE AC
				WILL THEN HAVE TH
				ALL BE RECALCULA

BUILDING FUND BUDGET AMENDMENTS 2/16/10				
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT	
249-000-671-100	DISPOSITION OF ASSETS	INCREASE	\$ 3,600.00	SELL 2002 FORD EXP
249-000-699-025	APPROP FROM RESERVES	\$ 3,600.00	DECREASE	THIS CAN REDUCE A
				TO BALANCE 2010 B
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 3,600.00</b>	<b>\$ 3,600.00</b>	

Roll call vote:

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

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Nays: None

Absent: None

The motion carried.

**11. PAYMENT OF BILLS**

It was moved by Green, seconded by Caviston, that the bills be paid as submitted in the following amounts: General - \$1,082.50, for a total \$1,082.50, further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

**12. PLEAS AND PETITIONS**

There were no pleas or petitions.

**13. ADJOURNMENT**

It was moved by McKinney, supported by Caviston, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 9:30 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor