

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MARCH 19, 2007  
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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 March 19, 2007, 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, Kay Williams, Brenda McKinney, Nancy Caviston (late), Rodrick Green, Lisa Lewis, and David Phillips.

**4. ADOPTION OF AGENDA**

It was moved by McKinney, supported by Green, to adopt the agenda as presented.

The motion carried.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF MARCH 5, 2007**

It was moved by Phillips, supported by Lewis, to approve the minutes of the regular Board meeting of March 5, 2007, as presented.

The motion carried.

**6. CITIZEN PARTICIPATION**

Ellen Kurath, 2203 Hickman Road, said that David Zelisse wanted to be a part of the annual road review. McFarlane replied that Mr. Zelisse was welcome. She also was concerned about the amount of time and equipment that is necessary to maintain a wetlands as wetlands are a breeding ground for invasive plants and insect pests. She wants the Township to be sure of funding for maintenance when wetlands are approved.

**7. REPORTS**

**A. SUPERVISOR**

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The Supervisor reported on four items:

1. A policy needs to be established for responding to media requests for information.

It was moved by McKinney, supported by Green, that the Superior Charter Township Board adopt the following policy:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
MARCH 19, 2007**

**A POLICY ON COMMUNICATING WITH THE MEDIA**

WHEREAS the media, i.e. newspapers, radio, television reporters, etc, often call for information concerning events or items dealing with the Township; and

WHEREAS often employees do not have full knowledge of the situation;

NOW, THEREFORE, BE IT RESOLVED that all requests for information from the media concerning matters pertaining to Superior Charter Township shall be addressed by an elected official.

Roll call vote:

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

Nays: None

The motion carried.

2. The Board of Review met last week and homeowners were very vocal about their assessments. As sales studies must, by law, reflect the sales between 2004 and early 2006, and the housing market has dropped significantly since then, homeowners were enraged that their assessments went up instead of down. It should be better next year with a single-year sales study.
3. Washtenaw County has returned \$100,000.00 of unused contracted hours/dollars from the Sheriff Department in 2006. While it is nice to receive the funds, the Township did not receive the service we contracted for. The collaboration with Ann Arbor Township also was not continued.

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4. The closing on the purchase of the Brother's land on the northeast corner of Prospect and Cherry Hill will be March 20 at 11:00 a.m.

**B. DEPARTMENT REPORTS: ORDINANCE OFFICER, FALSE ALARMS, YPSILANTI LIBRARY, SHERIFF DEPARTMENT**

It was moved by Caviston, supported by Green, that the Ordinance Officer Report for February/March, the False Alarm Report dated March 19, 2007, the Ypsilanti District Library Report on the Superior Branch Library, and the Sheriff Department Report be received.

The motion carried.

**C. JANUARY FINANCIAL STATEMENT UTILITY DEPARTMENT**

It was moved by Williams, supported by Phillips, that the January financial statement for the Utility Department be received.

The motion carried.

**8. COMMUNICATIONS**

There were none.

**9. UNFINISHED BUSINESS**

**A, ORDINANCE 169 – TRUANCY OF MINORS – FINAL READING**

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board adopt the following ordinance for final reading:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE No. 168**

**AN ORDINANCE TO CONTROL THE TRUANCY OF MINORS**

The Charter Township of Superior hereby ordains:

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**Section 168-01. Truancy in public places and motor vehicles.**

- A. It is unlawful for a minor under the age of 16 years who is enrolled in a public or private educational program to be absent from school and in a public place, as defined in subsection B.
- B. A public place means any public street, avenue, highway, roadway, curb area, alley, park, playground or other public ground, place or building, amusement place, eating place, vacant lot or any place open to the public during the hours of 9:00 a.m. and 2:30 p.m. when school is in session.
- C. Exceptions. The provisions of subsection A shall not apply to persons under the age of 16 when:
1. The minor has in his or her possession a written excuse from the minor's parent, legal guardian, or other adult person having the legal care or custody of the minor.
  2. The minor is accompanied by his or her parent, legal guardian or other adult person having the legal care or custody of the minor;
  3. The minor is on an emergency errand directed by his or her parent, legal guardian or other person having legal care or custody of the minor;
  4. The minor is going directly to or returning from a medical, dental or orthodontic appointment;
  5. The minor has permission to leave school and has in his or her possession a valid school excuse to be absent from school;
  6. The minor is going directly to or returning from a public meeting or place of entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school approved activity or is otherwise supervised by school personnel;
  7. The presence of the minor in such place is connected with or required by a school approved or school related business, trade, profession or occupation in which the minor is lawfully engaged;
  8. The minor has graduated from high school or has fulfilled all requirements for high school graduation;

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9. The minor is in attendance at religious instruction classes in accordance with Section 156 (3Xd) of Public Act 451 of 1970 (MCL 380.1561(3Xd)); or

10. The minor is being educated in an organized educational program at the minor's home by his or her parent or legal guardian in accordance with Public Act No. 451 or 1976 (MCL 380.1 et. Seq.).

D. Violation of Section A shall be a misdemeanor punishable by a maximum fine in the amount of \$50 for a first offense and \$100 for a second or subsequent offense during a calendar school year.

**Section 168.02. Enforcement procedure; parental responsibility.**

A. A minor cited for a violation under this section shall attend a court hearing and must be accompanied at the hearing by his or her parent, legal guardian or other adult person have legal care or custody of the minor.

B. It is the responsibility of the parent, legal guardian or other adult person having the legal care of custody of the minor, upon receiving notification from the court or the township, to appear for a court hearing as described in Subsection A. Failure to attend a court hearing is a misdemeanor punishable by a maximum sentence of 90 days in jail and/or \$500 fine.

C. It is the responsibility of the parent, legal guardian or other adult person having the legal care or custody of the minor to monitor the school attendance of the minor as required by law. Failure to monitor school attendance of the minor constitutes a misdemeanor punishable by a maximum sentence of 90 days in jail and/or \$500 fine.

**Section 168-03. Severability.** Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

**Section 168-04. Effective Date.** This ordinance shall be effective on publication in a newspaper of general circulation as required by law.

**CERTIFICATION**

I, Kay Williams, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of Ordinance 168 adopted at a regular meeting of the Superior Charter Township

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Board held on March 19, 2007.

Kay Williams, Superior Charter Township Clerk

Roll call vote:

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

Nays: None

The motion carried.

**10. NEW BUSINESS**

**A. RESOLUTION SETTING PUBLIC HEARING FOR GEDDES  
RIDGE ROADSIDE MAINTENANCE SPECIAL ASSESSMENT  
DISTRICT FOR SIGN**

It was moved by Green, supported by McKinney, that the Superior Charter Township Board adopt the following Resolution:

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN  
GEDDES RIDGE ROADSIDE MAINTENANCE  
SPECIAL ASSESSMENT DISTRICT  
RESOLUTION NO. 2**

Minutes of a Regular Meeting of the Township Board of Charter Township of Superior, Washtenaw County, Michigan held at the Township Hall in said Township, on the 19th day of March, 2007, at 7:30 p.m.

PRESENT: Members McFarlane, Williams, McKinney, Caviston, Lewis,  
Green, Phillips

ABSENT: Members None

The following preamble and resolution were offered by Member Green and supported by Member McKinney:

WHEREAS, this Board deems it advisable and necessary for the public health,

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safety and welfare of the Township and its inhabitants to construct, improve and maintain the road improvements particularly described in Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, this Board has authorized preliminary plans to be prepared by registered engineers and/or the Township's Supervisor and Treasurer showing the public improvements, the location thereof and estimates of the cost thereof, which said preliminary plans and cost estimates have been received by this Board; and

WHEREAS, this Board desires to proceed further with said improvements;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans showing the improvements and location thereof and the estimates of cost thereof be filed with the Township Clerk and be available for public examination.

2. This Board hereby tentatively declares its intention to make the improvements more particularly described in Exhibit A, and to assess \$10,010.00 (\$65.00 per parcel for the first year and \$20.00 per parcel for subsequent years) of the cost thereof to a special assessment district consisting of the properties to be benefited by said improvements tentatively determined hereinafter.

3. There is hereby tentatively designated a special assessment district against which \$10,010.00 (\$65.00 per parcel for the first year and \$20.00 per parcel for subsequent years) of the costs of said improvements are to be assessed, consisting of all the parcels of land described in the notice in paragraph 6 hereof and as set forth in Exhibit B attached hereto and made a part hereof.

4. This Board shall meet at the Township Hall, located at 3040 North Prospect, in the Township, on Monday, April 16, 2007 at 7:30 o'clock p.m., at which time and place the Board shall hear and consider any objections to the said improvements and to the said special assessment district.

5. The Township Clerk is hereby ordered to cause notice of such hearing and of the fact that the Township Board is proceeding without a petition to be published twice prior to said hearing in the *Ypsilanti Courier*, a newspaper of general

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circulation in the Township, the first publication to be at least ten (10) days before the time of hearing. The Township Clerk is further ordered to mail such notice, as required by Act 162, Public Acts of Michigan of 1962 and Act 188, Public Acts of Michigan of 1954, both as amended, by first class mail, postage fully prepaid, to each owner of or party in interest in any and all property to be assessed for said improvements in the special assessment district tentatively established therefore, whose name appears upon the last local tax assessment records of said Township, addressed to each such owner or party at his address as shown on said tax records, such mailing to be at least ten (10) days before the date of said hearing.

6. Said notice shall be in substantially the following form:

**NOTICE OF HEARING ON SPECIAL ASSESSMENT BY  
THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF SUPERIOR**

TO: ALL OWNERS OF OR PARTIES IN INTEREST IN PROPERTY LOCATED IN GEDDES RIDGE SUBDIVISIONS NUMBERS 1 & 2 (Lots 1-154; total of 154 parcels)

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Superior, on its own initiative and without petition, has determined to make the following described improvements:

Lawn cutting, bush & tree planting and/or trimming, sign construction and sign maintenance, and roadside trash pick-up, as needed, for the following areas:

1. Geddes Road from Harris to Andover.
2. Harris Road from Ascot to Geddes

These improvements are estimated to cost approximately sixty-five (\$65.00) dollars for each homestead for the first year and twenty (\$20.00) dollars for each subsequent year, the assessment to be placed on the winter tax bill. Monies collected but not expended, if any, during the following year will be deposited in a special fund for future public improvements in the assessed area.

You are advised that, if the record owners of land constituting at least 20% of the total land area in the special assessment district to be assessed for costs of the said improvements, as such lands are described above, file written objections to the improvements with the Township Board at or prior to the hearing set forth below, then the improvements may not be made without petitions therefore which meet the requirements of Act 188, Public Acts of Michigan, 1954, as amended. Plans and estimates have been prepared and are on file with the Township Clerk for public examination during business hours (8:30 a.m. to 4:30 p.m.) prior to the public



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hearing and will be available for public inspection at the hearing. You are further advised that periodic redeterminations of cost will be necessary without a change in the special assessment district and these redeterminations may be made without further notice to record owners or parties of interest in the property, except that if at any time the incremental cost increase exceeds the estimate therefore by ten (10%) percent or more, notice shall be given as provided in Section 4a of Act 188, and a hearing afforded to the record owners of property to be assessed.

TAKE FURTHER NOTICE that the Township Board will meet on Monday, April 16, 2007, at 7:30 p.m. at the Township Hall, 3040 N. Prospect, Ypsilanti, MI 48198, for the purpose of hearing any objections to the improvements and to the special assessment district therefore. Persons wishing to express their opinions may do so in person, by agent or in writing at or prior to the hearing. Superior Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon five (5) business days' notice to the Township. Those requiring such services should contact the Township Clerk.

PLEASE TAKE FURTHER NOTICE that if the Township Board determines to proceed with the special assessments, it will cause a special assessment roll to be prepared and another hearing will be held, after notice to record owners of property proposed to be specially assessed, to hear public comments concerning the proposed special assessments.

DATED: March 29 and April 12, 2007

Kay Williams, Clerk  
Charter Township of Superior  
3040 N. Prospect  
Ypsilanti, MI 48198  
734-482-6099

EXHIBIT A

Proposed improvements are described as maintenance of the following roadsides in Superior Charter Township:

1. Geddes Road from Harris to Andover.
2. Harris Road from Ascot to Geddes

Maintenance is lawn cutting and trimming as needed, bush and tree trimming and/or

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planting as needed, sign construction and sign maintenance as needed, pick-up of trash dumped along roadsides as needed.

**EXHIBIT B**

All property located in Geddes Ridge Subdivisions numbers 1 and 2 including Lots 1-154.

**CERTIFICATE**

I, Kay Williams, certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board for Charter Township of Superior, County of Washtenaw, state of Michigan, at the regular meeting held on March 19, 2007, and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

Kay Williams,  
Clerk Charter Township of Superior  
Dated: March 19, 2007

Roll call vote:

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

Nays: None

The motion carried.

**B. NEXTEL DEVELOPMENT AGREEMENT**

The Board approved this agreement on December 18, 2006, but when the Clerk tried to record it, the Register of Deeds would not accept it because Betty and Paul Meyer, owners, were not listed and did not sign. Then the Meyers said that they were still negotiating the entrance because the Fire Department needed a turn-around area. So the legal description was changed. Those items have now been resolved. The only changes from the DA approved in December are adding the Meyers, a minor change concerning wireless service, and the corrected legal descriptions. So this is really not an amendment, but a correction which needs Board approval.

It was moved by Caviston, supported by Green, that the Superior Charter Township Board authorize the Supervisor to sign the corrected Nextel Development Agreement as follows;

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**SUPERIOR CHARTER TOWNSHIP  
DEVELOPMENT AGREEMENT  
NEXTEL COMMUNICATIONS- CELLULAR COMMUNICATIONS TOWER  
ON MEYER PROPERTY**

**THIS DEVELOPMENT AGREEMENT ("Agreement")** is entered into as of the 19th day of March, 2007, by and between Nextel West Corp., whose address is 27755 Stansbury Blvd. Farmington Hills, MI 48334 ( the "**Developer** ") and lessee, and Paul Meyer and Betty Meyer whose address is 7485 Cherry Hill Road, Ypsilanti, MI 48198 (the "**Owner**"), and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "**Township**").

**RECITALS**

- A. WHEREAS**, the Developer desires to lease a 100' x 100' portion of land for the purpose of constructing a 170' monopole tower with cellular telephone antenna apparatus, structured for an additional three cellular carriers, on an overall parcel consisting of 32.96 acres in Section 16 of Superior Township, which real property is currently consisting of agricultural land located on Cherry Hill Road described on Exhibit "A" attached hereto and made a part of this Agreement.
- B. WHEREAS**, the Developer desires to construct the 170' monopole tower and an unmanned prefabricated radio equipment building (12' x 20') at the base of the said tower pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and
- C. WHEREAS**, the Developer desires to build all necessary on-site infrastructure, such as, but not limited to utility lines, storm water detention, entrance drives, parking, without the necessity of special assessments by the Township; and
- D. WHEREAS**, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the final amended site plan with Exhibit B dated 3/1/07 for the subject site; and
- E. WHEREAS**, on August 23, 2006, the Township's Planning Commission passed a motion to approve the final site plan for the Development conditioned upon the engineering and planning issues raised by the Township Engineer and Township Planner being resolved.

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- F. WHEREAS,** the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and
- G. WHEREAS,** Section 10.04F1 of the Township's Zoning Ordinance as it reads on this date – March 19, 2007, requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns;

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Developer's final site plan of the Development, the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 Zoning District.** The Township acknowledges and represents that the property is zoned A-1 (Primary Agriculture) and for purposes of recordation shall be referred to as Nextel Communications Cellular Tower Development.
- 1.3 Approval of Final Site Plan.** The final site plan, dated 8-9-06, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 110, Public Acts of 2006, as amended.
- 1.4 Conditions of Final Site Plan Approval.** Developer and the Township acknowledge that the approved final site plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission, the Township Zoning Board of Appeals, consultants and departments of the Township and that all of the conditions will be satisfied by the Developer.
- 1.5 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and

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be binding upon and inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer, the Owner, and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**ARTICLE II  
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 Permitted Principal Uses.** The only permitted principal uses within the Development shall consist of the following:
- The construction of a 170' monopole tower with cellular telephone antenna apparatus
  - An unmanned prefabricated 12' x'20 radio equipment building at the base of the tower
  - A fence and landscaping in accordance with the approved final site plan
  - A gravel driveway to the site from Frains Lake Road.
- 2.2 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
- 2.3 Tree Mitigation.** Prior to the commencement of any site work, the Developer shall review all proposed tree clearing and removal with the Township Planning Consultant and shall relocate or replace trees in accordance with Section 3.25 of the Superior Township Zoning Ordinance.
- 2.4 Tree Preservation.** Trees shown to be preserved on the approved Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced, weather permitting, by a like variety no less than four (4") inches in diameter except that when the damaged or removed trees are individual deciduous trees of six (6) inch D.B.H. or larger or are individual evergreen trees six (6) foot in height or greater, replacement shall be in accordance with Section 3.25(H) of the Superior Township Zoning Ordinance.

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**2.5 Performance Guarantee.** The Developer shall provide a performance guarantee to cover site improvements as specified within Section 10.10 of the Zoning Ordinance. The Developer shall provide security in the amount of **\$84,000** to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Site Plan, including, but not be limited to, parking lots, walkways, grading, required landscaping, required screens, lighting, and storm drainage systems. The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of a cash, bond, or irrevocable letter of credit (whichever Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.7 of the Development Agreement for Nextel Communications Cellular Tower Development". The **\$84,000** performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed.

**2.6 Fees and Escrow Amounts.** The Developer shall also pay to the Township **\$6,700 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the site to be constructed as a part of the Development. Any remaining balance in the escrow shall be returned to the Developer upon completion and final acceptance by the Township.

**2.7 Engineering and Certification.**

**A.** Developer shall furnish three mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, storm water conveyance, soil erosion/ sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for storm water installations are to be performed by the Township engineers, with applicable fees paid by Developer. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances prior to final completion.

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- B.** Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings, Revised May 2003 as amended.
- 2.8 Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances, except for the pre-existing overhead services.
- 2.9 Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each week during construction and within one week of completion or abandonment of construction; provided that the responsibility under this Section 2.9 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.
- 2.10 Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built site grading and building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (Exhibit "C").
- The Township shall have the right to spot-check certification grades at its own discretion and at its own expense. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.
- 2.11 Subleasing.** Nextel Communications Cellular Tower Development shall allow co-locations of other antenna apparatus to other communications companies to prevent the proliferation of monopole towers in the area. If requested by the Township, Developer shall sublease to the Township for its wireless needs, and/or Wireless Washtenaw, the County's wireless internet system, at a height at approximately 100 feet, rent-free.
- 2.12 Site Restoration.** If circumstances dictate the disuse of the tower and equipment building, the site shall be restored to its original condition.

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

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- 3.1 Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Charter Township of Superior.
- 3.3 Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer and Owner Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the property.
- 3.5 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the facilities in accordance with the approved site plan. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township.
- 3.7 Continued Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.
- 3.8 Fees.** The Developer shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 3.9 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer and the land owner. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the



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land. The "Developer" for all purposes hereunder shall be Nextel West Corporation, a Delaware Corporation.

**3.10 Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as the year and date set forth above.

**DEVELOPER:**

**WITNESSES:**

Nextel West Corporation.

A Delaware Corporation.

\_\_\_\_\_  
\_\_\_\_\_

By: Brian J. Wegner  
Its: Manager of Site Development  
Central Region

STATE OF Kansas  
COUNTY OF

The foregoing instrument was (*choose one*)  attested or  acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (*choose one*)  \_\_\_\_\_ as an individual,  \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation, or  \_\_\_\_\_, partner or agent on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MARCH 19, 2007  
ADOPTED MINUTES  
PAGE 18**

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF  
NOTARY)

COMMISSION NUMBER:

WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,  
a Michigan municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

William A. McFarlane

Its: Supervisor

\_\_\_\_\_  
STATE OF MICHIGAN )  
) ss.  
COUNTY OF WASHTENAW\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:  
PROPERTY OWNER:

\_\_\_\_\_  
Betty Meyer  
7485 Cherry Hill, Ypsilanti, MI 48198

STATE OF MICHIGAN )  
) ss.  
COUNTY OF WASHTENAW\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Betty Meyer, 7485 Cherry Hill, Ypsilanti, MI 48198 owner.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
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PAGE 19**

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Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

PROPERTY OWNER:

---

Paul Meyer  
7485 Cherry Hill, Ypsilanti, MI 48198

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WASHTENAW\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Paul Meyer, 7485 Cherry Hill, Ypsilanti, MI 48198 owner.

---

Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when recorded return to:

Kay Williams  
Superior Charter Township Clerk  
3040 N. Prospect  
Ypsilanti, Michigan 48198  
(734) 482-6099

Exhibit A – Legal Description

Tax Code - 10-16-300-010

Parent Parcel Description

COUNTY OF WASHTENAW, TOWNSHIP OF SUPERIOR, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS: PART OF THE SOUTHWEST 1/4, SECTION 16, TOWN 2 SOUTH, RANGE 7 EAST, BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 16; THENCE SOUTH 87 DEGREES 09 MINUTES 45 SECONDS WEST 673.30 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 35 SECONDS WEST 2117.98 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 05 SECONDS EAST

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
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685.44 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 26 SECONDS EAST 2102.68 FEET TO THE POINT OF BEGINNING.

Proposed Nextel Lease Area Description

PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWN 2 SOUTH, RANGE 7 EAST, TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N01°36'54"W ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 16 A DISTANCE OF 1785.83 FEET; THENCE S88°26'02"W A DISTANCE OF 33.00 FEET TO THE WESTERLY RIGHT OF WAY OF FRAINS LAKE ROAD; THENCE S70°15'47"W A DISTANCE OF 291.05 FEET TO THE POINT OF BEGINNING; THENCE S01°33'58"E A DISTANCE OF 63.50 FEET; THENCE S88°26'02"W A DISTANCE OF 100.00 FEET; THENCE N01°33'58"W A DISTANCE OF 100.00 FEET; THENCE N88°26'02"E A DISTANCE OF 100.00 FEET; THENCE S01°33'58"E A DISTANCE OF 36.50 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 10,000 SQUARE FEET.

Proposed Nextel Access Easement

A FIFTY FOOT WIDE EASEMENT FOR INGRESS/EGRESS ACROSS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWN 2 SOUTH, RANGE 7 EAST, TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN, HAVING A NORTHERLY LINE DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N01°36'54"W ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 16 A DISTANCE OF 1785.83 FEET; THENCE S88°26'02"W A DISTANCE OF 33.00 FEET TO THE WESTERLY RIGHT OF WAY OF FRAINS LAKE ROAD AND THE POINT OF BEGINNING; THENCE S70°15'47"W A DISTANCE OF 191.05 FEET TO A POINT WHERE SAID EASEMENT BECOMES 100 FEET WIDE; THENCE CONTINUING S70°15'47"W A DISTANCE OF 45.00 FEET TO A POINT WHERE SAID EASEMENT BECOMES 50 FEET WIDE; THENCE CONTINUING S70°15'47"W A DISTANCE OF 55.00 FEET TO THE POINT OF ENDING; THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE WESTERLY RIGHT OF WAY OF FRAINS LAKE ROAD AND TERMINATE AT THE EASTERLY LINE OF THE ABOVE DESCRIBED LEASE SITE.

Parent Nextel Utility Easement

A TEN (10) FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWN 2 SOUTH, RANGE 7 EAST, TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN, HAVING A SOUTHERLY LINE DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N01°36'54"W ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 16 A DISTANCE OF 1785.83 FEET; THENCE

**SUPERIOR CHARTER TOWNSHIP BOARD  
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S88°26'02"W A DISTANCE OF 33.00 FEET TO THE WESTERLY RIGHT OF WAY OF FRAINS LAKE ROAD; THENCE S70°15'47"W A DISTANCE OF 291.05 FEET; THENCE S01°33'58"E A DISTANCE OF 63.50 FEET; THENCE S88°26'02"W A DISTANCE OF 100.00 FEET; THENCE N01°33'58"W A DISTANCE OF 66.52 FEET TO THE POINT OF BEGINNING; THENCE S88°26'02"W A DISTANCE OF 185.25 FEET TO THE POINT OF ENDING.

Exhibit C  
**CHARTER TOWNSHIP OF SUPERIOR  
3040 N. PROSPECT ROAD  
YPSILANTI, MI 48198**

TELEPHONE (734) 482-6099

FAX (734) 482-3842

**SITE GRADING/SETBACK CERTIFICATION**

DATE \_\_\_\_\_

**SITE ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

BUILDING PERMIT NUMBER \_\_\_\_\_

I certify that I have checked the distances from the side, rear, and front lot lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPERIOR CHARTER TOWNSHIP BOARD  
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---

**Printed name of Professional Land Surveyor**

---

**Michigan Registration Number**

---

**Date** \_\_\_\_\_

Signature and Seal of  
Professional Land Surveyor

Roll call vote:

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

Nays: None

The motion carried.

**C. T-MOBILE DEVELOPMENT AGREEMENT**

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the T-Mobile Development Agreement as follows:

**SUPERIOR CHARTER TOWNSHIP  
DEVELOPMENT AGREEMENT  
T-MOBILE CELLULAR COMMUNICATIONS TOWER**

**THIS DEVELOPMENT AGREEMENT ("Agreement")** is entered into as of the 19th day of March, 2007, by and between T-Mobile Central LLC, a Delaware limited liability company, whose address is 12170 Merriman Road, Livonia, MI 48150 ( the "**Developer**"), and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "**Township**").

**RECITALS**

**C. WHEREAS**, the Developer desires to lease a 50' x 50' portion of land for the purpose of constructing a 137' monopole tower with cellular telephone antenna

**SUPERIOR CHARTER TOWNSHIP BOARD  
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apparatus, structured for an additional three cellular carriers, on an overall parcel consisting of 21.56 acres in Section 35 of Superior Township, which real property is currently consisting of Township land located at 9699 MacArthur Boulevard described on Exhibit "A" attached hereto and made a part of this Agreement.

- D. WHEREAS**, the Developer desires to construct the 137' monopole tower and an unmanned utility frame with PPC cabinet and telco box, Deco multiple power service and a transformer at the base of the said tower pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and
- C. WHEREAS**, the Developer desires to build all necessary on-site infrastructure, such as, but not limited to utility lines, storm water detention, entrance drives, parking, without the necessity of special assessments by the Township; and
- D. WHEREAS**, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- F. WHEREAS**, on February 28, 2007, the Township's Planning Commission passed a motion to approve the final site plan for the Development conditioned upon the engineering and planning issues raised by the Township Engineer and Township Planner being resolved.
- F. WHEREAS**, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and
- G. WHEREAS**, Section 10.04F1 of the Township's Zoning Ordinance requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Developer's final site plan of the Development, the parties agree as follows:

**ARTICLE I**

**SUPERIOR CHARTER TOWNSHIP BOARD  
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**GENERAL TERMS**

- 1.6 Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.7 Zoning District.** The Township acknowledges and represents that the property is zoned R-C Recreation Conservation and for purposes of recordation shall be referred to as T-Mobile Communications Cellular Tower Development.
- 1.8 Approval of Final Site Plan.** The final site plan, dated 1/17/07, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 110, Public Acts of 2006, as amended.
- 1.9 Conditions of Final Site Plan Approval.** Developer and the Township acknowledge that the approved final site plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission, the Township Zoning Board of Appeals, consultants and departments of the Township and that all of the conditions will be satisfied by the Developer.
- 1.10 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, and the Developer, and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**ARTICLE II  
PROVISIONS REGARDING DEVELOPMENT**

- 2.2 Permitted Principal Uses.** The only permitted principal uses within the Development shall consist of the following:



**SUPERIOR CHARTER TOWNSHIP BOARD**  
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- The construction of a 137' monopole tower with cellular telephone antenna apparatus
- An unmanned utility frame with PPC cabinet and telco box, Deco multiple power service and a transformer at the base of the tower
- A fence and landscaping in accordance with the approved final site plan
- A bituminous driveway to the site from the Utility Maintenance Facility bituminous driveway from MacArthur Boulevard Road.

**2.2 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.

**2.3 Tree Mitigation.** Prior to the commencement of any site work, the Developer shall review all proposed tree clearing and removal with the Township Planning Consultant and shall relocate or replace trees in accordance with Section 3.25 of the Superior Township Zoning Ordinance.

**2.4 Tree Preservation.** Trees shown to be preserved on the approved Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced, weather permitting, by a like variety no less than four (4") inches in diameter except that when the damaged or removed trees are individual deciduous trees of six (6) inch D.B.H. or larger or are individual evergreen trees six (6) foot in height or greater, replacement shall be in accordance with Section 3.25(H) of the Superior Township Zoning Ordinance.

**2.5 Performance Guarantee.** The Developer shall provide a performance guarantee to cover site improvements as specified within Section 10.10 of the Zoning Ordinance. The Developer shall provide security in the amount of **\$150,000.00** to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Site Plan, including, but not be limited to, parking lots, walkways, grading, required landscaping, required screens, lighting, and storm drainage systems. The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of a cash, bond, or irrevocable letter of credit (whichever Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.5 of the Development Agreement for Nextel Communications Cellular Tower Development". The **\$150,000.00** performance

**SUPERIOR CHARTER TOWNSHIP BOARD  
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guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed.

**2.6 Fees and Escrow Amounts.** The Developer shall also pay to the Township **\$10,300.00 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the site to be constructed as a part of the Development. Any remaining balance in the escrow shall be returned to the Developer upon completion and final acceptance by the Township.

**2.7 Engineering and Certification.**

**A.** Developer shall furnish three mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, storm water conveyance, soil erosion/ sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for storm water installations are to be performed by the Township engineers, with applicable fees paid by Developer. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances prior to final completion.

**B.** Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings, Revised May 2003 as amended.

**2.8 Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances, except for the pre-existing overhead services.

**2.9 Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each week during construction and within one week of completion or abandonment of construction; provided that the responsibility under this Section 2.9 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.

**2.10 Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built site grading and building setbacks

**SUPERIOR CHARTER TOWNSHIP BOARD  
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conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (Exhibit "C").

The Township shall have the right to spot-check certification grades at its own discretion and at its own expense. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

- 2.12 Subleasing.** Nextel Communications Cellular Tower Development shall allow co-locations of other antenna apparatus to other communications companies to prevent the proliferation of monopole towers in the area. If requested by the Township, Developer shall sublease to the Township for its wireless internet needs and/or Wireless Washtenaw, the County's wireless system, at a height at approximately 110 feet, rent-free, as described in the Lease Agreement. T-Mobile shall allow the Township rent-free access for the Township's surveillance cameras and SCADA system.
- 2.13 Site Restoration.** If circumstances dictate the disuse of the tower and equipment building, the site shall be restored to its original condition.
- 2.13 Tower Removal Bond.** The Developer shall submit cash, bond, or irrevocable letter of credit, to the Township Treasurer in the amount of **\$6,800.00**, prior to Final Acceptance. The bond or irrevocable letter of credit shall be consistent with the Township's standard form and state "Performance Bond for Tower Removal according to Section 2.13 of the Development Agreement". The amount of this security will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer. This security shall be provided to assure the removal of the tower and appurtenances, should tower operations cease, as specified within Section 5.03 of the Zoning Ordinance. Removal of the tower shall include removal of the monopole tower with all communication antenna apparatus, utility frames, all electrical and communication cabinets, boxes, control panels, transformers, etc., any structures in the ground, including concrete footings, support structures, or other appurtenances, fences and driveways. In-ground structures and appurtenances shall be removed to a depth of forty-eight (48) inches below grade, and all land regraded and restored to the original grade prior to removal.

**ARTICLE III**

**SUPERIOR CHARTER TOWNSHIP BOARD  
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**MISCELLANEOUS PROVISIONS**

- 3.1 Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Charter Township of Superior including but not limited to the Superior Charter Township Zoning Ordinance and the Superior Charter Township Engineering Standards.
- 3.3 Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer and Owner Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the property.
- 3.5 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the facilities in accordance with the approved site plan. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township.
- 3.7 Continued Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.
- 3.8 Fees.** The Developer shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 3.9 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the

**SUPERIOR CHARTER TOWNSHIP BOARD  
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Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land. The "Developer" for all purposes hereunder shall be T-Mobile Central LLC, a Delaware limited liability company.

**3.10 Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as the year and date set forth above.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WAYNE         )

**DEVELOPER:**

T-Mobile Central, a limited liability company

By: \_\_\_\_\_  
Raj Tank  
Its: Vice President of Engineering

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Raj Tank, of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**TOWNSHIP:**

CHARTER TOWNSHIP OF SUPERIOR,  
a Michigan municipal corporation

By: \_\_\_\_\_  
William A. McFarlane

**SUPERIOR CHARTER TOWNSHIP BOARD  
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Its: Supervisor

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WASHTENAW    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when recorded return to:  
Kay Williams  
Superior Charter Township Clerk  
3040 N. Prospect  
Ypsilanti, Michigan 48198  
(734) 482-6099

**SUPERIOR CHARTER TOWNSHIP BOARD  
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Exhibit A – Legal Description

Tax Code # 10-35-200-008

Situated in the Township of Superior, County of Washtenaw, State of Michigan and known as being part of Section 35, Town 2 South, Range 7 east, and further known as being part of lands conveyed to Superior Charter Township by deed dated June 3, 1986, as recorded in Liber 2051, Page 465, further bounded and described as follows:

Commencing at an iron pipe found at the Northwest corner of lands conveyed to said Superior Charter Township, said point also being the Northeast corner of lands conveyed to Superior Charter Township et.al. by deed dated June 1, 2005 as recorded in Liber 4481, Page 861;

Thence along the western line of land conveyed to said Superior Charter Township, bearing South 00°10'18" East, 136.79 feet to a point thereon;

Thence at a right angle, bearing North 89°49'44" East, 161.67 feet to an iron pin set and the PRINCIPLE PLACE OF BEGINNING of the T-Mobile Lease Area herein described;

Thence bearing North 55°40'21" East, 50.00 feet to an iron pin set;

Thence at a right angle bearing South 34°19'39" East 50.00 feet to an iron pin set;

Thence at a right angle bearing South 55°40'21" West, 50.00 feet to an iron pin set;

Thence at a right angle bearing North 34°19'39" West, 50.00 feet to the PRINCIPLE PLACE OF BEGINNING, containing 2,500 square feet or 0.0574 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

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Exhibit C  
**CHARTER TOWNSHIP OF SUPERIOR  
3040 N. PROSPECT ROAD  
YPSILANTI, MI 48198**

TELEPHONE (734) 482-6099

FAX (734) 482-3842

**SITE GRADING/SETBACK CERTIFICATION**

DATE \_\_\_\_\_

**SITE ADDRESS**

\_\_\_\_\_  
—

OWNER'S ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

BUILDING PERMIT NUMBER \_\_\_\_\_

I certify that I have checked the distances from the side, rear, and front lot lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Printed name of Professional Land Surveyor**

\_\_\_\_\_  
**Michigan Registration Number**

\_\_\_\_\_



**SUPERIOR CHARTER TOWNSHIP BOARD  
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**Date** \_\_\_\_\_

Signature and Seal of  
Professional Land Surveyor

Roll call vote:

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

Nays: None

The motion carried.

**D. LETTER OF UNDERSTANDING – PFEFFER, HANNIFORD,  
PALKA – FINANCIAL SERVICES**

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board authorize the Supervisor to sign the Letter of Understanding with Pfeffer, Hanniford, Palka for financial services including the audit for fiscal year 2007 for \$19,200.00.

The motion carried.

**E. RESOLUTION – CLARK ROAD NON-MOTORIZED TRAIL**

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board adopt the following Resolution:

**SUPERIOR CHARTER TOWNSHIP BOARD  
WASHTENAW COUNTY, MICHIGAN  
MARCH 19, 2007**

**A RESOLUTION REQUESTING FUNDING FOR THE CLARK NON-  
MOTORIZED TRAIL**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the nineteenth day of March, 2007, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by Williams, and supported by Caviston.

**SUPERIOR CHARTER TOWNSHIP BOARD  
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WHEREAS Superior Charter Township has recognized the community value of non-motorized trails as a way of increasing the quality of life for the residents of the Township; and

WHEREAS in the past Superior Charter Township has contributed general fund dollars to provide non-motorized trails along roadways and on Township lands; and

WHEREAS Superior Charter Township has encouraged land developers to construct non-motorized trails at the time of development; and

WHEREAS a non-motorized trail is currently being proposed along the north side of Clark Road between Prospect Road and Devon Avenue; and

WHEREAS the Township Engineers, OHM, has generated an estimate for an eight-foot wide non-motorized trail along Clark Road from Prospect Road to Devon Avenue at an estimated cost of \$262,000.00; and

WHEREAS the proposed trail could be built in 2007, creating jobs for the area during a time of lay-offs and high unemployment;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board hereby authorizes the expenditure of \$6,000 to \$7,000 for the Township contribution to the cost of construction for a non-motorized trail along the north side of Clark between Prospect Road and Devon Avenue; and

BE IT FURTHER RESOLVED that the Superior Charter Township Board authorizes the expenditure of \$100,000.00 of the Superior Charter Township portion of CDBG funding for the construction of the non-motorized trail; and

BE IT FURTHER RESOLVED that the Superior Charter Township Board requests that the Washtenaw County Parks and Recreation Commission allocate \$131,000.00 to the funding of the non-motorized trail along the north side of Clark between Prospect Road and Devon Avenue; and

BE IT FURTHER RESOLVED that the Superior Charter Township Board is in full support of extending the Clark Road Non-motorized Trail from Devon Avenue to Ridge Road through the cooperation of the Washtenaw County Parks and Recreation Commission, the Washtenaw County Road Commission, the Washtenaw County Urban County Office of Community Development, and the Charter Township of Ypsilanti.

Roll call vote:

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

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Nays: None

THE RESOLUTION WAS DECLARED ADOPTED.

CERTIFICATION

I, Kay Williams, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on March 19, 2007.

**F. RESOLUTION AUTHORIZING THE PURCHASE OF THE BROTHERS PROPERTY**

It was moved by Williams, supported by Green, that the Superior Charter Township Board adopt the following Resolution:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
MARCH 19, 2007**

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN ALL DOCUMENTS NECESSARY FOR THE PURCHASE OF THE ONE HALF ACRE OF LAND ON THE NORTHEAST CORNER OF PROSPECT AND CHERRY HILL ROADS**

WHEREAS the Township Hall site surrounds the ½ acre of land that is owned by Peggy Brothers; and

WHEREAS the Township Board has recognized that the ½ acre may be needed at the Township Hall site in the future; and

WHEREAS Peggy Brothers desires to sell the land; and

WHEREAS an appraisal conducted by Leslie Forsys, a certified residential real estate appraiser, on January 4, 2007, appraised the property at \$135,000.00; and

WHEREAS Mrs. Brothers is willing to sell the property for that amount; and

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WHEREAS Township Attorney John Etter has prepared the Sales Agreement which was approved by the Superior Charter Township Board on March 5, 2007, and both Peggy Brothers and William McFarlane have signed the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board authorizes the purchase of the land described in Exhibit A – Legal Description for the Property – for \$135,000.00 and further grants the Supervisor the authority to act on behalf of the Township to sign all necessary documents pertaining to such purchase.

Roll call vote:

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

Nays: None

The motion carried.

**11. PAYMENT OF BILLS**

It was moved by McKinney, supported by Phillips, that the bills be paid as presented in the following amounts – General Fund - \$2,340.00, Law Fund - \$2,607.50 for a total of \$4,947.50.

The motion carried.

**12. PLEAS AND PETITIONS**

There were none.

**13. ADJOURNMENT**

It was moved by McKinney, supported by Caviston, that the meeting adjourn.

The motion carried and the meeting adjourned at 8:05 p.m.

Respectfully submitted,

Kay Williams, Clerk