

**SUPERIOR CHARTER TOWNSHIP BOARD
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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 July 5, 2005, 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, Rodrick Green, Lisa Lewis, and David Phillips. Brenda McKinney was at a funeral and Nancy Caviston was on vacation.

4. ADOPTION OF AGENDA

It was moved by Lewis, supported by Williams, to adopt the agenda as presented.

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF JUNE 20, 2005

It was moved by Williams, supported by Green, to approve the minutes of the regular Board meeting of June 20, 2005, as amended.

The motion carried.

B. DEVELOPMENT PROCESS WORKSHOP JUNE 9, 2005

It was moved by Phillips, supported by Lewis, that the minutes of the Development Process Workshop on June 9, 2005, be approved as presented.

The motion carried.

6. CITIZEN PARTICIPATION

Ellen Kurath, 2203 Hickman, attended a Citizen's Advisory Committee meeting during which community septic systems were discussed. She said that the DEQ was liable if the system failed. But Kurath wanted to know what would happen if the DEQ went out of existence. Who then would be

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liable? She thought that projects like the Rock Estates Manufactured Home Community should be put on the vacant land in Detroit.

McFarlane said that Rock was going through the Mobile Home Commission for their proposed on-site sewage system which did not require a bond for maintenance and repair, and if the system failed, the Township was responsible. And even if there were a bond requirement, the Township would get the calls.

Burton Lowe, 1685 Sheffield, asked for help concerning the number of electric power outages his area of Oakbrook is experiencing. Williams will call Paul Ganz, the Edison representative, to address the problem.

Brenda Baker had questions concerning the Biltmore project and the fact that it was not on the agenda. McFarlane said that it was not an agenda item because he was addressing it in his report.

7. REPORTS

A. SUPERVISOR

The Supervisor spoke on the Biltmore project and then opened it up for discussion.

McFarlane thanked the 60-70 citizens who attended the meeting. An article in the Ann Arbor News concerning the Biltmore project and the Rock Estates proposed manufactured home community with an on-site septic system prompted many residents to come.

In regard to the Biltmore proposal for a community of 761 single-family homes and 56 four-unit multifamily buildings located around a nine-hole golf course on 450 acres of land in Sections 28 & 29 north of Geddes with public sewer and water, McFarlane said that Biltmore would proceed through the regular planning process with no promises from the Township and Biltmore giving no promises except for the promises under the original proposal, which included the donation of the Proline property and 20 acres of land at Geddes and Prospect, plus the development rights to 385 acres north of Geddes between Gotfredson and Prospect. McFarlane had concerns about the merits of the project, such as the proposed golf course, the possibility of a ground water recharge area, and natural features, but those concerns will be addressed during the process. The Board has heard from the citizens which will help the Township evaluate the proposal. The proposal will now go through the system which will

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include two public hearings. McFarlane said that the Biltmore project was the best way to preserve the most land.

With regard to the Rock project McFarlane said that a committee of professionals has been formed to review the DEQ permit application and would be submitting a response by the August 1, 2005, deadline.

Joanna Featherman, 2181 Anns Way, wanted to know what input the citizens had concerning the Biltmore project. There will be at least two more hearings, one for an amendment to the Growth Management Plan and one for rezoning.

Norman Scott, 2260 Gale Road, was upset about both proposals and was afraid that the Township would no longer stand by the long standing policy of no sewer and water north of Geddes.

McFarlane said that property owners had a right to a fair hearing.

Michael David BenDor, 2820 Stommel, regarding the Rock proposal, said that it was published in the newspaper and everyone should respond to the notice.

McFarlane agreed that citizens could and should respond and that the proposed Rock development would be getting water from wells and that should be of concern to residents as well as the on-site sewer system.

Phillips, who is the Board representative to the Planning Commission, said that every land owner has a right to request a rezoning. Biltmore is unique in that they have made offers that benefit the community. Most developers just request a rezoning. The response from the community has helped Phillips evaluate the project.

Green asked McFarlane to explain the process for the residents, which McFarlane did.

Williams explained the Township Open Space Ordinance which will put the preservation overlay on the lands which have ceded their development rights.

Marion Morris, 8264 Vreeland, said that developing land was a long process and the overlayment was a useful tool.

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Pat Butters, 2038 Hunters Creek Drive, asked about the Board's position on three homes to the acre on the Biltmore project. McFarlane said that the golf course or open space would help with the density and the plan could be altered to allow more open space along the perimeter.

John Schwartzenberger, 2297 Harris, wanted to know if acquiring the Prolime property would stop the threat to annexation. It should; City land must be contiguous to the Township.

Jan Berry, 6735 Cherry Hill, had questions on development rights and how they were protected. The development rights would be protected in every way possible and with as many layers of ownership as possible.

Bill Secrest, 8615 Cherry Hill, said that the Township should not allow Rock to develop.

Dennis Donahue, 2223 N. Prospect, said that citizens should trust no one and continue to go to all the hearings.

Several other residents and citizens from other communities expressed their views concerning the two projects. The general consensus seemed to be that no one approved of the Rock project, but with some changes in the site plan, most citizens felt that the Biltmore project was much preferable to annexation.

At this point the Board took a ten-minute break.

**B. DEPARTMENTAL REPORTS : UTILITY DEPARTMENT,
SHERIFF DEPARTMENT**

It was moved by Williams, supported by Green, that the Utility Department Report dated 29, 2005, and the Sheriff Department Report for May, dated July 2, be received.

The Sheriff Department deputies will be moving into the old Fire Hall this week.

The motion to receive the reports carried.

8. COMMUNICATIONS

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It was moved by Phillips, supported by Lewis that the communications received from residents concerning the two proposed development projects be received.

The motion carried.

9. OLD BUSINESS

There was none.

10. NEW BUSINESS

A. SEMCOG DUES

The Southeast Michigan Council of Governments 2005 annual dues are \$30.00 more than last year.

It was moved by Lewis, supported by Green, that the Superior Charter Township Board authorize the payment of the 2005 SEMCOG dues in the amount of \$1,770.00.

The motion carried unanimously.

B. PROSPECT POINTE II FINAL PRELIMINARY PLAT APPROVAL

Prospect Pointe II consists of approximately 36.47 acres and contains 91 lots. On July 16, 1998, the Township Planning Commission recommended tentative approval of the preliminary plat of the entire subdivision. The Township Board extended the approval until May, 2004. On June 22, 2005, the Superior Charter Township Planning Commission found that the final preliminary plat for Prospect Pointe II dated 5-25-03 conforms to the previously reviewed preliminary plat and that approval of the plat by the Township Board should be conditional on the Township's Engineers finding that the plat conforms with all requirements. The Township Engineers have approved all the required conditions. Prospect Pointe II is now ready for final preliminary plat approval.

It was moved by Williams, supported by Green, that the Superior Charter Township Board concur with the Planning Commission recommendation and grant final preliminary plat approval for Prospect Pointe II.

Roll call vote:

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Ayes: McFarlane, Williams, Green, Lewis, Phillips

Nays: None

Absent: McKinney, Caviston

The motion carried.

C. PROSPECT POINTE II DEVELOPMENT AGREEMENT

The Township staff has reviewed the following development agreement for Prospect Pointe II and recommends Board approval.

It was moved by Williams, supported by Green, that the Superior Charter Township Board authorize the Supervisor to sign the following Development Agreement for Prospect Pointe II:

**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT**

Prospect Pointe Phase II -- A Residential Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2005, by and between Pulte Land Development Corporation, a Michigan limited liability company, whose address is 26622 Woodward, Royal Oak, MI 48067 (the "**Developer**"), and the Charter Township of Superior, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "**Township**").

RECITALS

- A. WHEREAS**, the Developer desires to develop Phase II of a three phase project, an overall parcel of a size totaling approximately **168.07** acres, Phase II totaling approximately **36.47** acres, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement, which is located on the south side of Geddes Road, west of Prospect Road, which property is being developed as a residential subdivision project known as "**Prospect Pointe**" (hereafter referred to as the "**Development**"). As used in this Agreement the Development contains a total of **91** lots, being **Phase II** of an overall 374 lot residential subdivision; and

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- B. WHEREAS**, the Developer desires to develop the residential subdivision pursuant to the Superior Township Zoning Ordinance No.134, as amended, according to the provisions of the Land Division Act (Act 591, Public Acts 1997), as amended; and
- C. WHEREAS**, the Developer desires to build all necessary on-site infrastructure for the Development, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs and gutters and detention facilities, without the necessity of special assessments by the Township; and
- D. WHEREAS**, the Developer desires to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or any adjacent lot within the overall development from an increase in the flow of storm water or decrease in water quality of storm water from the Development; and
- E. 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 plat 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 July 16, 1998, the Township's Planning Commission passed a motion to recommend tentative approval of the preliminary plat of the Development conditioned upon:
1. Compliance with the points in the Township's Planning Consultant's and Engineering Consultant's report.
 2. Addition of a tot lot in the northern section of the Development.
 3. Change in the mitigation approach so that the detention and retention basins are not used for mitigation.
 4. Use of conservation and preservation areas to protect the hedge rows and other natural features.
 5. Change of Section 11 of the "Declaration of Restrictions" so that it provides all drains be dedicated to the Washtenaw County Drain

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Commission and to relieve the Township of any maintenance obligations for any part of the development.

6. Elimination of the word “proposed” from the phrase “proposed playground area” on the drawings.
 7. Addition of soil erosion measures in connection with preserving the unique character of the site.
 8. The petitioner’s understanding and agreement that sanitary sewer capacity in the area and relevant to the development is in question at this time and that substantial developer financing may be required related to sewer capacity and that the Township shall be held harmless if sewer capacity is not available.
- G. WHEREAS**, the Superior Charter Township Board granted an extension of the approval of the **tentative preliminary plat** on May 6, 2002 until May 6, 2004; and
- H. WHEREAS** the Superior Charter Township Planning Commission found on June 22, 2005, that the final preliminary plat for Prospect Pointe Subdivision Phase II dated 5-25-05 conforms to the previously reviewed preliminary plat and that approval of the Plat by the Township Board should be conditional upon the Township’s Engineer’s finding that the plat conforms to all applicable permits and requirements.; and
- I. WHEREAS**, the Superior Charter Township Board granted final preliminary plat approval on July 5, 2005.
- J. WHEREAS**, the approved **final** preliminary plat of the Development is consistent with the purposes and objectives of the Township's Subdivision Control Ordinance pertaining to the use and development of the Development; and
- K. WHEREAS**, Section 501.32 of the Township's Subdivision Ordinance requires the execution of a Subdivision Agreement with the Township Board for completion of all improvements required in the preliminary plat as finally approved, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns, and the owners of lots within the Development.

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- L. WHEREAS,** The Township and Owners/Developer acknowledge that this property is part of the property which was the subject of a Planned Community Agreement entered into in 1976 which was recorded in Liber 1549, Page 467, Washtenaw County Records.

Township acknowledges that the particular Planned Community which was the subject of that Agreement has been abandoned and the property involved has been rezoned. Each party releases the other from any claim which it could make against the other under the 1976 Planned Community Agreement and each agrees to execute any further documents which may be required to clear the record title.

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 approval of the Developer's plat 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 Development is zoned R-4 (Single Family Urban Residential) and, for purposes of recordation, it shall be referred to as Prospect Pointe Phase II. The R-4 zoning district requires a minimum lot frontage of 60 feet, a minimum front yard setback of 25 feet, minimum side yard setbacks of 6 feet with a minimum total setback for both sides of 16 feet, and a minimum rear yard setback of 35 feet.

1.3 Approval of Final Preliminary Plat. The final preliminary plat for the Development, 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 the Township Land Division Act, Act No. 591, Public Acts of 1997, as amended.

1.4 Conditions of Final Preliminary Plat Approval. The Developer and the Township acknowledge that the approved final preliminary plat for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission pursuant to recommendations by the consultants and departments of the Township and as approved by the Township Board.

1.5 Agreement Running with the Land. The terms, provisions and conditions of

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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, 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.

1.6 Deed Restrictions. The Developer shall provide for all applicable Covenants, Conditions, and Restrictions and deed restrictions for the Development, as required within the subdivision documents (as amended) of Prospect Pointe of Superior Township. **Such restrictions shall be submitted by the Developer and approved by the Township prior to any building permit being issued.** The Township shall retain the right, but shall have no obligation, to enforce the provisions of said documents if the Township determines enforcement to be necessary in the interests of public health, safety or welfare. Said documents are hereby incorporated and made a part of the approved final plat for the Development. Any amendments to the deed restrictions must be approved by the Township in those instances where the deed restrictions provide for Township's approval, which approval shall not be unreasonably withheld.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

2.1 Permitted Principal Uses. The only permitted principal use within the Development shall be detached single-family dwellings and permitted accessory buildings plus a community pool and associated pool house.

2.2 Payment of Fees and Invoices. The Developer shall pay all such applicable fees and invoices as may be due and payable **prior to the issuance of building permits** before any such permits are issued. Construction permit fees for single-family residences and accessory buildings to be constructed within the Development shall be the responsibility of the party requesting such permits.

2.3 General Common Element Open Space and Park Areas. Each lot owner within the Development shall have the non-exclusive right to use open space areas shown on the plat for the Development for the purposes provided in this Article II.

2.4 Use of Detention Areas; Use of Open Space and Park Areas. Certain portions of the Development as defined herein are to be used for storm water retention and drainage, recreation, open space, and wetland purposes as depicted in the approved

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drainage plan in the plat. Except for sidewalks, landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any designated common element open space area, park area, or detention area without the prior approval of the Township Board as required by Township ordinance or applicable deed restrictions, which approval shall not unreasonably be withheld.

2.5 Maintenance of Unsold Lots. The Developer shall be responsible for maintaining all unsold lots and common areas in a manner consistent with a residential atmosphere until final acceptance. A Restoration Bond in the amount of **\$224,500.00** shall be posted **prior to the pre-construction meeting** to allow the Township to address problems of this nature. The bond or irrevocable letter of credit shall state "Security for Maintenance of unsold lots as stated in Section 2.5 of the Development Agreement for Prospect Pointe Phase II". The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer up to two weeks for the problems to be address said issue to the Township's satisfaction before the Township addresses the problem. Emergency conditions where public health, safety, and welfare is of concern shall allow for a shorter requirement to respond, and in critical emergencies, the Township may need to take immediate action after notifying the Developer. Examples of such issues may include, but not limited to soil erosion, drainage, grading vegetation establishment, vegetation management, construction debris, and any other issues relevant to maintaining a residential atmosphere.

2.6 Schedule for Improvements in Open Space Areas, Park Areas, and Detention Areas. Developer has provided to the Township, a layout showing all "Open Space Areas, Park Areas, and Detention Areas" and the improvements which the Developer proposes to install therein; which are reflected in the approved **preliminary plat** given **final approval** by the Township Board on July 5, 2005. All " Open Space Areas, Park Areas, and Detention Areas improvements" as stated above shall be installed, as agreed upon between the Developer and the Charter Township of Superior and as shown on the final plat as finally approved for the Development (approved and signed by the Township Board) by not later than July 15, 2006.

2.7 Responsibility to Preserve, Retain, and Maintain Open Space Areas, Park Areas, and Detention Areas. During the period of construction, the Developer shall regularly remove all construction debris and rubbish from the Open Space Areas, Park Areas, and Detention Areas within the Development. Subject to that continuing responsibility, Developer shall retain all responsibility to preserve, retain, maintain and keep up the Open Space Areas, Park Areas, and Detention Areas established as "open space, park and detention" areas and landscaping areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any such portion of the Open

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Space Areas, Park Areas, and Detention Areas from and after the date of final acceptance by the Township until such responsibility is assigned to the homeowners association as provided for in the Declaration of Covenants, Conditions, and Restrictions for the Development of the residential subdivision project known as "Prospect Pointe".

Developer shall notify the Township in writing within thirty (30) days of the date when construction of the General Common Element open space, park, and detention areas on the site is complete.

2.8 Open Space Areas, Park Areas and Detention Area Rules. The Developer shall be responsible for removing any man-made debris that is deposited in the Open Space Areas, Park Areas, and Detention Areas during the period of construction and shall maintain the areas to ensure that they are free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. Developer shall preserve and retain the Open Space Areas, Park Areas, and Detention Areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site improvements, which are identified in the preliminary plat as finally approved and specifications for the Development, which have been approved by the Township. After the homeowners' association becomes responsible for such open space, park, and detention areas, the homeowners' association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of such Open Space Areas, Park Areas, and Detention Areas as the association may deem necessary or desirable to insure the proper preservation and functioning of such open space, park, and detention areas. The Developer shall inform the Township in writing when the responsibility for maintaining the General Common Element areas and other responsibilities are assigned to the Prospect Pointe Association and provide the names, addresses, and telephone numbers of the officers of the Association to the Township Clerk.

2.9 Township Right of Enforcement Regarding Open Space Areas, Park Areas, and Detention Areas. In the event the Developer or the homeowner's association fails at any time to preserve, retain, maintain or keep up the Open Space Areas, Park Areas, Landscaping, or Detention Areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the association setting forth the manner in which Developer or the association has failed to maintain or preserve the open space, park, and detention areas in accordance with this Agreement. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the open space, park, and detention areas from becoming a

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nuisance, may, but is not obligated to, enter upon the open space, park, and detention areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15%) percent for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes.

2.10 Storm Water Management. No part of any retention/detention pond area located within the Development shall be allowed to remain in an unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets located within the Development shall be kept functioning as originally designed and accepted. Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during the period of construction, Developer shall assign to the homeowners' association all responsibility to preserve, retain, maintain and keep operational such retention/detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other park/open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied that they are proper and complete. The Developer shall notify the Township in writing within thirty (30) days of the date the homeowners' association becomes responsible for such retention/detention basin areas, inlet and outlet areas, etc., pursuant to this Section.

In the event Developer or the homeowners' association at any time fails to maintain or preserve such retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Developer and/or the association, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site (which, in the case of the association, may be deemed to be the members of the association) at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

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2.11 Landscape Plan for Development. The Developer shall implement the complete landscape plan for the Development as approved by the Township which depicts the type, size, and location of landscaping materials including all planned irrigation systems. The plan proposes landscaping along Geddes Road, within cul-de-sac islands, the fence and landscaping around the utility lift station, the open space areas, and adjacent to retention/detention basins within the Development.

All entrance signs shall be compatible in style, form, and materials with other Superior Charter Township entrance signs.

All approved landscaping for Prospect Pointe Phase I shall be installed **prior to the issuance of the first building permit for Prospect Pointe Phase II.**

The homeowners' association shall be responsible for maintaining the landscaping. This landscaping plan shall be submitted and approved by Township's consultants prior to any building permit being issued.

2.12 No Disturbance of Wetlands. No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.

2.13 Township Wetland Ordinance. Developer shall comply with the Township's Wetland Ordinance, including such requirements as may be imposed in that ordinance with respect to wetland mitigation. The Developer shall comply with wetland mitigation requirements imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ) and the Developer shall provide the Township with all correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ.

The Developer shall establish such conservation easements as may be required for the preservation of wetland areas and wetland mitigation areas as shown on the approved final preliminary plat in compliance with the conditions of final preliminary plat approval described above in Recital H to this document. The final plat recorded to establish the Development shall reserve to the Developer the right to encumber the wetland and wetland mitigation areas designated as such on the final plat with conservation easements running to the benefit of the Township or such other appropriate government entity with jurisdiction over such areas for the preservation of those areas.

2.14 Public Roads. All roads within the Development shall be public streets, hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission. During the various stages of road construction, the Developer shall

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notify the Township, at least 72-hours in advance, provided Developer receives sufficient notice to provide such notice, of all scheduled inspections by the Washtenaw County Road Commission, including, but not limited to, the following:

- a. Finished subgrade surface,
- b. Underground road drainage and utility installation,
- c. Complete subbase,
- d. Complete base course, and
- e. Bituminous placement.

The Developer shall also provide the Township with copies of all inspection reports which Developer receives which were prepared and/or generated by the Washtenaw County Road Commission in conjunction with the aforementioned paragraph, including, but not limited to, inspection reports for the various stages of road construction identified as (a) through (e) above, and a copy of the report of any unscheduled inspection. If Developer does not receive an inspection report and the Township requests a copy, Developer will take reasonable steps to promptly obtain a copy and furnish it to the Township. Both Developer and the Township agree to encourage the Washtenaw County Road Commission not to conduct inspections without prior notice. The Township shall authorize the Township Engineer to inspect the public roads at the Developer's expense.

The Developer shall provide a plan for signs and installation of street name signs according to

Washtenaw County Road Commission specifications, install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public, and provide and install signs at the end of "connector out-lots", if any, which clearly state that these are not dead-end streets and will be extended when future development occurs.

2.15 Public Sewer. The Development shall be developed with public sanitary sewer as approved by the Charter Township of Superior, Ypsilanti Community Utilities Authority, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including, but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any lot owner for costs incurred as required under this section, unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither it, its successors nor assigns shall do any work on or in preparation for the installation of "public sewer" on the site without the appropriate permits.

The Development shall be constructed as approved on the Engineering Plans. This shall

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include the sanitary sewer pipes leaving the Prospect Pointe lift station along Frances Way and will run south through the Rolling Oaks development and into the Clark Road lift station. It is the desire of the Township that once the downstream improvements through Rolling Oaks have been constructed the Prospect Pointe sanitary sewer will be rerouted to this development and the Prospect Pointe lift station abandoned.

2.16 Public Water. The Development shall be developed with public water mains as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewerage Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. **The Township cannot guarantee that there will be an adequate water supply available for this development and the developer is proceeding at his own risk.** The Township is currently constructing a second connection to the Detroit City water system at Geddes and Ridge Roads. Upon completion of the second connection the Township agrees that it will permanently allocate 106 water taps to Prospect Pointe representing the 106 lots approved in Phase 1. The Township has purchased land at Clark and Leforge Roads for construction of a third connection and is currently in the design phase. When the third connection is complete the Township agrees that it will permanently allocate sufficient water taps for all of the lots in the development. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Lot owner for costs incurred as required under this provision, unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither it, its successors nor assigns shall do any work on or in preparation for the installation of "public water" on the site without the appropriate permits.

The Development shall install all water services within the public R.O.W. prior to substantial completion of the Public Utilities.

2.17 Performance Guarantee for Site Improvements. The Developer shall provide security in the amount of **\$1,344,000.00** to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Preliminary Plat, including, but not be limited to, streets and drives, parking lots, walkways, grading, required landscaping, tot lots, required screens, sidewalks, street lighting, storm drainage systems, and utilities (water and sewer). 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

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Site Improvements as stated in Section 2.17 of the Development Agreement for Prospect Pointe Phase II". The **\$1,344,000.00** 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 Preliminary Plat. All Above-Ground Site Improvements except for the pool, pool house and tot lot as stated above shall be installed, as depicted on the Final Preliminary Plat and in the approved final engineering plans by not later than July 15, 2006. The pool, pool house and tot lot shall be completed and certified for occupancy by April 15, 2007. 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. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph.

2.18 Fees and Escrow Amounts. The Developer shall pay water availability fees as required by Township Resolution prior to the scheduling the pre-construction meeting in the amount of **\$68,300.00**. The Developer (or the Developer's successor or assign, which may include a residential builder or individual lot owner) shall pay a Trunk and Transmission fee, which shall be due and payable each time a building permit is obtained for a house on any Unit within the Development. The Developer shall also pay to the Township **\$68,300.00 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the public utilities and sidewalks to be constructed as a part of the Development.

2.19 Drainage District. The Developer shall provide proof regarding the creation of a drainage district through the Washtenaw County Drain Commissioner or the inclusion of the Property in such previously existing drainage district as may have been established through the Washtenaw County Drain Commissioner. Such proof shall be provided to Superior Township **prior to any building permits being issued.**

2.20 Engineering Approval of Plans. In accordance with Superior Township Ordinance and Superior Township Engineering Design Specifications, no construction work or grading shall be performed on the Development until engineering plans are reviewed and approved.

2.22 Building Exteriors. The exterior wall finish materials shall be compatible with those utilized in Prospect Point Phase I with four-sided brick extending from grade to the first floor ceiling height.

2.23 Sump Pump Discharge. The Developer shall connect all sump pumps to the storm sewer system.

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2.24 Driveways. All driveways shall be constructed of Portland Cement Concrete. All driveway approaches shall be a minimum of six inches (6") thick and a maximum grade of eight percent (8%).

2.25 Sidewalks and Bike Paths. The Developer shall install sidewalks within the street rights of-way on either side of all public streets in the Development as shown on the final preliminary plat. The Developer may assign the obligation to install sidewalks adjacent to individual lots to the builders building homes in the Development, but shall retain responsibility for such installation. Any sidewalks, non-motorized trails, and nature trails installed by the Developer, its successors or assigns within the interior of the Development, shall be maintained by the Developer until such time as said maintenance obligations become the responsibility of the Association upon the recording of the Master Deed for the Development. Sidewalks shall be completed for each individual lot or a bond placed with the Township prior to issuance of a certificate of occupancy for that lot. Sidewalks shall be built according to the adopted Township Engineering Standards and inspected by the Township Engineers. **No sewer/water manholes shall be in sidewalks, paved trails, or driveways.**

2.26 Geddes Road Non-Motorized Trail. The Developer shall install an eight (8) foot wide hard-surface non-motorized trail along the frontage along Geddes Road in Phase 1 **prior to the issuance of the first building permit.** The Developer may assign the obligation to install this trail but shall retain responsibility for such installation. The Developer shall maintain this trail until such time as said maintenance obligations become the responsibility of the homeowners' association for the Development. This trail shall be built according to the adopted Township Engineering Standards and inspected by the Township Engineers. **No sewer/water manholes shall be in sidewalks, paved trails, or driveways.**

2.27 Tree Preservation. Trees shown to be preserved on the approved final preliminary plat 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 by a like variety no less than four (4") inches in diameter.

2.28 Street Trees. The Developer shall be responsible for installing within ten (10) feet of the street right-of-way line two (2) street trees for every individual lot frontage, as indicated on the final preliminary plat as finally approved for the Development. The Developer shall post with the Township security for the installation of such street trees in the form of cash, a bond, or irrevocable letter of credit in the amount of **\$47,800.00 prior to the issuance of the first building permit.** The bond or irrevocable letter of credit shall state "Security for installation of street trees for Prospect Pointe Phase II according to Section 2.28 of the Development Agreement". The Developer may contractually assign its street tree installation obligation for any particular lot to a third party, provided

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Developer remains directly liable to the Township for the installation of street trees on such lot. The Developer shall inform the Township in writing of the **date of the planting** of the street trees or a portion thereof and the Developer shall be responsible for replacing any street tree on a particular lot which is determined by the Developer or the Township's representative within one (1) year after such street tree's installation to be diseased, dead or dying. One year after all the trees have been planted within the Development, the Township shall release the bond or letter of credit less any funds needed to replace trees that the Developer has not replaced.

2.29 Street Lighting. Prior to the Pre-Construction Meeting the Developer shall petition the Township for the creation and establishment of a special assessment district for the purpose of defraying the costs of installation and the annual maintenance and operation of street lighting by special assessments against the properties especially benefited, including the Property. Upon creation and establishment of the special assessment district for purposes of street lighting, the Developer shall install down shielded street lighting, which meets or exceeds the minimum residential street lighting standards of the Detroit Edison Company and is in compliance with the approved final preliminary plat.

2.30 Construction Access. Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from the construction site, which measures may include, installing brine on the roads, when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer. The Developer agrees to comply with any agreements entered into with the Washtenaw County Road Commission with regard to the maintenance and repair of Hallie Drive and Hunters Creek Drive during and after construction. The Township shall be copied on all agreements with the Washtenaw County Road Commission regarding restoring Hallie and Hunters Creek Drives and the time frame of restoration.

2.31 Construction Work Schedule. Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than

Monday through Friday from 7:00 A.M. to 6:00 P.M.

Saturday from 8:00 A.M. to 5:00 P.M.

The Township may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

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2.32 Monuments/Corner Markers. Prior to the Pre-Construction Meeting the Developer shall post with the Township security for the placement of monuments and corner markers for the Development in the form of cash, a bond or irrevocable bank letter of credit payable to the Charter Township of Superior in the amount of **\$5,200.00**. The bond or irrevocable letter credit shall state “Security for the placement of monuments and corner markers for Prospect Pointe Phase II according to Section 2.32 of the Development Agreement”. These funds will be drawn on by the Township in the event that the Developer is unable to satisfy the Washtenaw County Road Commission and the Township Engineer that the monuments and corner markers are installed and correct. The security shall be released to Developer if the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the Township, that he or she has caused all monuments and unit marker, as shown on the final engineering plans and as required by the Washtenaw County Road Commission, to be correctly located in the ground.

2.33 Maintenance and Guarantee Bond for Public Utilities. Developer shall submit cash, a bond or irrevocable letter of credit to the Township Treasurer in the full amount estimated for public water and sewer infrastructure, i.e. **\$368,000.00**, prior to the Final acceptance. The bond or irrevocable letter of credit shall be consistent the Township’s standard form and state “Maintenance and Guarantee Bond for Public Utilities according to Section 2.33 of the Development Agreement for Prospect Pointe Phase II”. The term length in which the bond or letter of credit is in force shall not exceed two (2) years from the date on which the Township Utility Department issues final acceptance of Public Utilities after completion of all homes within the Development. The amount of these bonds will be based on the sealed Design Engineer’s estimate for the work approved by the Township Engineer.

2.34 Repair of Public Utilities. Developer shall submit cash, a bond or irrevocable letter of credit to the Township Treasurer in an amount totaling five (5) percent of estimated underground utility infrastructure, i.e. **\$18,400.00 prior to setting a pre-construction meeting**. The bond or irrevocable letter of credit be consistent the Township’s standard form and shall state “Security for repair of Public Utilities according to Section 2.34 of the Development Agreement for Prospect Pointe Phase II”. The term length in which the bond is in force shall not exceed thirty (30) days from the date of Township’s final acceptance of utilities. This bond will be used by the Township to repair any damages, which occur to the utility system after substantial completion but prior to final acceptance if the Developer (or the Developer's successor or assign) does not complete such repairs within a reasonable amount of time after the Township's request.

2.35 Engineering and Certification.

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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, water transmission system, sanitary sewer system, storm water conveyance, soil erosion/ sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township engineers, with applicable fees paid by 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.

2.36 Underground Utilities. The Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances. No underground utility structures, i.e. manholes, shall be permitted in sidewalks or driveways per Superior Charter Township Engineering Standards.

2.37 Removal of Construction Debris. In addition to its responsibilities under Section 2.6, above, the Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this section shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of any kind will be allowed on the site, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

2.38 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. 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.

**ARTICLE III
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. Until all rights and responsibilities under this Agreement are transferred to the Association, the Developer and the Township shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Development, including lot owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the homeowners' association, the association, the Township and the Developer (but only for so long as the Developer owns and offers for sale any lot in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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 the Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title in the Development. The Owners have joined in the execution of this document to show only that they consent to the terms of this Agreement being made applicable to the Development, and it is agreed that the Owners have no responsibility to carry out the responsibilities of the Developer hereunder.

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 Pre-construction Meeting with Builders. The parties acknowledge that Developer and/or other third parties can build the detached dwelling units in accordance with the approved plans. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the pre-construction meeting. Prior to the commencement of any grading on the Development, 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 with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such pre-

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construction meeting shall be held.

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 Owner 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. 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 Pulte Land Development Corporation, a Michigan limited liability company.

3.10 Assignment. Pulte Land Development Corporation shall have the right to assign this Agreement to any other third party, without the consent of the Township; provided however, that in the event of such assignment, Pulte Land Development Corporation shall provide written notice of the assignment to the Township within five (5) business days of the Assignment.

3.11 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:

DEVELOPER:

Pulte Land Development Corporation,
a Michigan limited liability company.

By:

Its: Manager

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WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By:

William A. McFarlane

Its: Supervisor

WITNESSES:

STATE OF MICHIGAN)

) ss.

COUNTY OF _____)

OWNERS:

The foregoing instrument was acknowledged before me this ____ day of _____ 2005, by _____ of Pulte Land Development Corporation, a Michigan limited liability company, on behalf of the company.

Notary Public

_____ County, Michigan

My Commission Expires:

Acting in _____ County

STATE OF MICHIGAN)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

_____ County, Michigan

My Commission Expires:

Acting in _____ County

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Drafted by and when recorded return to:

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

EXHIBIT "A"
Land Comprising the "Development"

**DESCRIPTION OF A 36.47 ACRE PARCEL
IN THE NE 1/4 OF SECTION 33, T02S-R07E,
SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

Commencing at the Northeast corner of Section 33, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence S02°25'10"E 2682.12 feet along the East line of said Section 33 and the centerline of Prospect Road (variable width) to the East 1/4 corner of said Section 33; thence S87°41'00"W 1079.06 feet along the East-West 1/4 line of said Section 33 and the Southerly line of "Prospect Pointe Subdivision No. 1" as recorded in Liber 35 of Plats, pages 67-80, Washtenaw County Records; thence along the Westerly line of said "Prospect Pointe Subdivision No. 1", for the following seven (7) courses: N39°35'19"E 126.12 feet, N07°52'15"E 120.86 feet, N19°00'20"W 125.77 feet, N69°13'25"W 162.02 feet, N42°12'36"W 135.80 feet, N47°47'24"E 48.01, and 118.83 feet along the arc of a 263.00 foot radius circular curve to the left, with a central angle of 25°53'18", having a chord which bears N34°50'45"E 117.82 feet for a **PLACE OF BEGINNING**; thence N69°53'20"W 160.87 feet; thence N61°18'46"W 74.87 feet; thence N32°20'04"E 120.00 feet; thence N57°39'56"W 112.81 feet; thence S32°20'04"W 120.00 feet; thence N57°39'56"W 98.34 feet; thence N50°34'55"W 75.85 feet; thence N40°06'38"W 75.94 feet; thence N27°41'17"W 80.08 feet; thence N16°02'43"W 42.30 feet; thence N14°43'20"W 14.00 feet; thence N13°36'28"W 37.88 feet; thence N03°25'58"E 173.12 feet; thence N11°53'38"W 36.45 feet; thence N25°24'43"W 44.78 feet; thence N36°35'14"W 85.67 feet; thence S53°24'46"W 62.06 feet; thence N89°22'43"W 133.38 feet; thence N49°55'03"W 129.94 feet; thence N14°14'01"W 63.68 feet; thence N05°11'51"E 120.87 feet; thence N47°18'52"E 95.59 feet; thence N36°35'14"W 69.56 feet; thence N28°21'13"W 40.86 feet; thence N19°34'02"W 76.46 feet; thence N07°46'04"W 81.01 feet; thence N04°59'59"E 89.33 feet; thence N14°52'00"E 85.12 feet; thence N34°31'47"E 103.24 feet; thence N20°18'21"E 37.01 feet; thence along the Westerly line of said "Prospect Pointe Subdivision No. 1, for the following twenty-eight (28) courses: N87°02'40"E 119.17 feet, 15.90 feet along the arc of a 217.00 foot radius non-tangential circular curve to the right, with a central angle of 04°11'53", having a chord which bears S04°10'00"W 15.90 feet, S83°44'03"E 186.00 feet, N66°41'14"E 33.29 feet, N87°02'40"E 183.00 feet, N02°57'20"W 120.00 feet,

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N87°02'40"E 61.00 feet, S02°57'20"E 120.00 feet, N87°02'40"E 13.06 feet, S02°57'20"E 536.98 feet, S40°36'24"E 125.70 feet, S76°05'29"E 190.34 feet, N29°11'43"E 145.92 feet, N81°13'25"E 448.42 feet, S87°36'24"E 58.59 feet, N87°34'50"E 61.00 feet, N02°25'10"W 34.00 feet, N87°34'50"E 120.00 feet, S02°25'10"E 17.00 feet, N87°34'50"E 186.09 feet, S02°25'10"E 582.75 feet, S81°35'15"W 121.08 feet, N44°35'33"W 128.24 feet, 108.31 feet along the arc of a 263.00 foot radius circular curve to the right, with a central angle of 23°35'46", having a chord which bears S57°12'20"W 107.55 feet, S69°00'13"W 512.98 feet, 168.11 feet along the arc of a 197.00 foot radius circular curve to the left, with a central angle of 48°53'33", having a chord which bears S44°33'27"W 163.05 feet, S20°06'40"W 309.37 feet, and 8.22 feet along the arc of a 263.00 foot radius circular curve to the right, with a central angle of 01°47'26", having a chord which bears S21°00'23"W 8.22 feet to the Place of Beginning, being a part of the Northeast 1/4 of said Section 33, containing 36.47 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

Tax Code Number: partial of J-10-33-100-003

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

TELEPHONE (734) 482-6099
482-3842

FAX (734)

SITE GRADING/SETBACK CERTIFICATION

DATE

SITE

ADDRESS

OWNER'S

ADDRESS

TELEPHONE

NUMBER

BUILDING

PERMIT

NUMBER

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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

Date _____

Signature and Seal of
Professional Land Surveyor

Roll call vote:

Ayes: McFarlane, Williams, Green, Lewis, Phillips

Nays: None

Absent: McKinney, Caviston

The motion carried.

D. ARBOR HILLS DEVELOPMENT AGREEMENT

The Township staff has reviewed the following development agreement for Arbor Hills Site Condominium and recommends Board approval.

It was moved by Williams, supported by Green, that the Superior Charter Township Board authorize the Supervisor to sign the following Development Agreement for Arbor Hills Side Condominium:

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**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT**

Arbor Hills -- A Site Condominium Development

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of July, 2005, by and between Real Equities Partners L.L.C, a Michigan limited liability company, whose address is 32100 Telegraph Rd. Suite 220, Bingham Farms, Michigan 48025 (the "Developer"), and the Charter Township of Superior, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township").

RECITALS

A. WHEREAS, the Developer desires to develop a certain parcel of real property comprising 100.35 acres, more or less, as a residential condominium development comprised of single family home sites; said parcel of land being located in the Charter Township of Superior, Washtenaw County, Michigan, in Sections 8 and 9. The aforesaid 100.4 acre parcel is legally described in Exhibit "A", which is attached hereto and made a part of this Agreement. The condominium development (the "Development") that is to be developed on the land described in Exhibit "A" is to be known as "Arbor Hills". The Development will include 41 site condominium units to be developed in one single phase.

B. WHEREAS, the Developer desires to develop the residential condominium development pursuant to the Superior Township Zoning Ordinance No.134, as amended, and in accordance with the Michigan Condominium Act (Act 59, Public Acts 1978), as amended.

C. WHEREAS, the Developer desires to build all necessary on-site infrastructure for the Development, such as, but not limited to, drainage facilities, roads, sidewalks, curbs and gutters and detention facilities, without the necessity of special assessments by the Township.

D. WHEREAS, the Developer desires to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or any site condominium unit within the Development from an increase in the flow of storm water or decrease in water quality of storm water from the Development.

E. 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 site plan approval for the Development and permits

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that may have been issued by appropriate governmental review agencies for the Development.

F. WHEREAS, on December 20, 2004, the Township Board adopted ordinance #134-31 approving Planned Community and Area Plan for Arbor Hills.

G. WHEREAS, on May 25, 2005 the Township's Planning Commission passed a motion approving the Preliminary Site Plan for the Development with the conditions 1) Prior to final site plan approval, all items addressed in the Township Planning Consultant and the Township Engineer reports are satisfactorily resolved; 2) A ground water draw down test will be completed.

H. WHEREAS, on May 25, 2005 the Township's Planning Commission passed a motion approving the Final Site Plan for the Development.

I. WHEREAS, the Township's Planning Commission has determined that all of the conditions of the Final Site Plan approval have been met.

J. 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.

K. WHEREAS, Section 10.15(F) of the Township's Zoning Ordinance provides that the Planning Commission may require that a Development Agreement be entered into between the Developer and the Township in connection with the final site plan approval of the Development, which agreement shall be binding upon the Township, the Developer and the owners of the site and their successors and assigns, including, without limitation, the owners of individual condominium units within the Development.

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 approval of the Developer's final site plan for 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 Development is zoned PC (Planned Community) and, for purposes of recordation, it shall

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be referred to as Arbor Hills.

1.3 Approval of Final Site Plan. The final site plan for the Development, 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 the Township Zoning Act, Act No. 184, Public Acts of 1943, as amended.

1.4 Conditions of Final Site Plan Approval. The 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 pursuant to recommendations by the consultants and departments of the Township.

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 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 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.

1.6 Master Deed, By-Laws and Restrictions. The Master Deed and By-Laws for the Development and the restrictions and conditions contained therein have been submitted by the Developer and approved by the Township as part of the site plan approval process. The Township shall retain the right, but shall have no obligation, to enforce the provisions of said documents if the Township determines enforcement to be necessary in the interests of public health, safety or welfare. Said documents are hereby incorporated and made a part of the approved final site plan of the Development. Any amendments to the aforesaid Master Deed or By-Laws must be approved by the Township in those instances where the Master Deed or By-Laws provisions provide for the Township's approval, which approval shall not be unreasonably withheld. The Home Owners Association shall be responsible for the maintenance of all site improvements including but not limited to non-motorized trails on-site, open space; detention basins_(to the extent same are not part of the a public drain under the jurisdiction of the Washtenaw County Drain Commissioner; sidewalks and private roads in the Development.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

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2.1 Permitted Principal Uses. The only permitted principal use within the Development shall be detached single-family dwellings and permitted accessory buildings.

2.2 Payment of Fees and Invoices. The Developer shall pay all such applicable fees and invoices as may be due and payable prior to the issuance of building permits before any such permits are issued. Construction permit fees for single-family residences and accessory buildings to be constructed within the Units in the Development shall be the responsibility of the party requesting such permits.

2.3 General Common Element Open Space and Park Areas. Each co-owner of a Unit in the Development shall have the non-exclusive right to use open space areas shown on the final site plan for the Development for the purposes provided in this Article II.

2.4 Use of Detention Areas; Use of Open Space and Park Areas. Certain portions of the Development as defined herein are to be used for storm water retention and drainage, recreation, open space, and wetland purposes as depicted in the approved drainage plan and/or site plan. Except for landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any designated common element open space area, park area, or detention area without the prior approval of the Township as required by Township ordinance or the Master Deed or By-Laws, which approval shall not unreasonably be withheld.

2.5 Maintenance of Unsold Lots. The Developer shall be responsible for maintaining all unsold lots and common areas in a manner consistent with a residential atmosphere until final acceptance. A Restoration Bond in the amount of **\$820.00** shall be posted prior to the pre-construction meeting to allow the Township to address problems of this nature. The bond or irrevocable letter of credit shall state "Security for Maintenance of Unsold Lots as stated in Section 2.5 of the Development Agreement". The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer up to two weeks to correct the problems to the Township's reasonable satisfaction before the Township has the right to take corrective action to address the problem. Emergency conditions where public health, safety, and welfare is of concern shall allow for Township to prescribe a lesser time frame for the Developer to take corrective action; provided, however, that the Township so states said time frame in its initial notice to the Developer. In critical emergencies, the Township may need to take immediate action after notifying the Developer. Examples of such issues may include, but not limited to soil erosion, drainage, grading vegetation establishment, vegetation

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management, construction debris, and any other issues relevant to maintaining a residential atmosphere.

2.6 Schedule for Improvements in General Common Element Open Space Areas, Park Areas, and Detention Areas. Developer has provided to the Township, a layout showing all "General Common Element Open Space Areas, Park Areas, and Detention Areas" and the improvements which the Developer proposes to install therein; which are reflected in the approved Final Site Plan dated 5-4-05 of the Development. All "General Common Element improvements" as stated above shall be installed, as agreed upon between the Developer and the Charter Township of Superior and as shown on the final site plan as finally approved for the Development (approved and signed by the Planning Commission) by not later than the time of application for the building permit for the construction of the 21st home.

2.7 Responsibility to Preserve, Retain, and Maintain General Common Element Areas. During the period of construction, the Developer shall regularly remove all construction debris and rubbish from the General Common Element areas within the Development, including such General Common Element areas as are to be established as Open Space, Park, and Detention Areas. Subject to that continuing responsibility, Developer shall retain all responsibility to preserve, retain, maintain and keep up the General Common Element areas established as "open space, park and detention" areas and landscaping areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any such portion of the General Common Element areas from and after the date of final acceptance by the Township until such responsibility is assigned to the Arbor Hills Association (the "Association"); said Association being the Michigan non-profit corporation established in compliance with the Michigan Condominium Act to administer the common affairs of the Development. Upon the recording of the Master Deed to establish the Development as a condominium in conformance with the Michigan Condominium Act, all of the responsibilities under this paragraph shall be deemed to be assigned to the Association. **The Developer shall inform the Township in writing when the responsibility for maintaining the General Common Element areas and other responsibilities are assigned to the Arbor Hills Association and provide the names, addresses, and telephone numbers of the officers of the Association to the Township Clerk.**

Developer shall notify the Township in writing within thirty (30) days of the date when construction of the General Common Element open space, park, and detention areas on the site is complete.

2.8 General Common Element Open Space, Park and Detention Area Rules. The Developer shall be responsible for removing any man-made debris that is deposited in the General Common Element Open Space Areas, Park Areas, and Detention Areas during

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the period of construction and shall maintain the areas to ensure that they are free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. Developer shall preserve and retain the General Common Element open space areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site improvements, which are identified in the final site plan or the plans and specifications for the Development, which have been approved by the Township. After the Association becomes responsible for such General Common Element open space, park, and detention areas, the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of such General Common Element areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of such open space, park, and detention areas.

Developer shall have the right to install a permanent identification sign at the Ford Rd. entrance as depicted on the approved Landscape Plans. The Township acknowledges and agrees that the Developer shall have the right to install one temporary identification sign on each public road frontage, not to exceed three (3) signs per Zoning Ordinance Section 9.04 (A).

2.9 Township Right of Enforcement Regarding General Common Element Open Space, Park, and Detention Areas. In the event the Developer or the Association fails at any time to preserve, retain, maintain or keep up the General Common Element Open space, park, landscaping, or detention areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the Association setting forth the manner in which Developer or the Association has failed to maintain or preserve the General Common Element open space, park, and detention areas in accordance with this Agreement. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the General Common Element open space, park, and detention areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element open space, park, and detention areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15%) percent for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes; provided that after the recording of the Master Deed, any and all costs assessed pursuant to this paragraph shall be assessed against the Association and its members, with an pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

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2.10 Storm Water Management. No part of any retention/detention pond area located within the Development shall be allowed to remain in an unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets located within the Development shall be kept functioning as originally designed and accepted. Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during the period of construction, Developer shall assign to the Association all responsibility to preserve, retain, maintain and keep operational such retention/detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other park/open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied that they are proper and complete. The Developer shall notify the Township in writing within thirty (30) days of the date the Association becomes responsible for such retention/detention basin areas, inlet and outlet areas, etc., pursuant to this Section.

In the event Developer or the Association at any time fails to maintain or preserve such retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Developer and/or the Association, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site (which, in the case of the association, may be deemed to be the members of the association) at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

The Developer shall provide the Township with written, recordable easements to all drains and retention/detention basin areas, inlet and outlet areas for monitoring purposes prior to the issuance of the first building permit.

2.11 Landscape Plan for Development. The Developer shall implement the complete

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landscape plan for the Development as approved by the Township which depicts the type, size, and location of landscaping materials including all planned irrigation systems. The plan proposes landscaping along Ford Road, along the internal streets and culs-de-sac, within the greenbelt area and adjacent to retention/detention basins within the Development. With regard to the installation of the trees set forth on the landscape plan for the Development, the Township acknowledges and agrees that Developer shall have the right to “upsized” the trees installed in accordance with the Replacement Tree Ratio chart shown on the approved final site plan sheet L-3.0 and attached hereto as Exhibit B. The Township further acknowledges and agrees that in the event the Developer elects to “upsized” the trees, the total amount of trees installed may be less than the total amount of trees shown on the approved landscape plan, provided, however, that in the event of such “upsizing” of trees, the Developer shall provide written notice of such to the Township within five business days.

2.12 No Disturbance of Wetlands. No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.

2.13 Township Wetland Ordinance. Developer shall comply with the Township's Wetland Ordinance, including such requirements as may be imposed in that ordinance with respect to wetland mitigation. The Township acknowledges and agrees that the approved site plan complies with and satisfies all requirements imposed by the Township's Wetland Ordinance. However, if during construction wetland issues arise, the Developer shall comply with wetland mitigation requirements imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ) and the Developer shall provide the Township with all correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ.

The Developer shall establish such conservation easements as may be required for the preservation of wetland areas and wetland mitigation areas as shown on the approved final site plan in compliance with the conditions of final site plan approval. The master deed recorded to establish the Development shall reserve to the Developer the right to encumber the wetland and wetland mitigation areas designated as such on the final site plan with conservation easements running to the benefit of the Township or such other appropriate government entity with jurisdiction over such areas for the preservation of those areas.

2.14 Public Roads. All roads within the Development shall be public streets, hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission. During the various stages of road construction, the Developer shall notify the Township, at least 72-hours in advance, provided Developer receives sufficient

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notice to provide such notice, of all scheduled inspections by the Washtenaw County Road Commission, including, but not limited to, the following:

- a. Finished subgrade surface,
- b. Underground road drainage and utility installation,
- c. Complete subbase,
- d. Complete base course, and
- e. Bituminous placement.

The Developer shall also provide the Township with copies of all inspection reports which Developer receives which were prepared and/or generated by the Washtenaw County Road Commission in conjunction with the aforementioned paragraph, including, but not limited to, inspection reports for the various stages of road construction identified as (a) through (e) above, and a copy of the report of any unscheduled inspection. If Developer does not receive an inspection report and the Township requests a copy, Developer will take reasonable steps to promptly obtain a copy and furnish it to the Township. Both Developer and the Township agree to encourage the Washtenaw County Road Commission not to conduct inspections without prior notice. The Township shall authorize the Township Engineer to perform reasonable and necessary inspection of the public roads in the Development, the cost for which shall be paid by the Developer.

The Developer shall provide a plan for signs and installation of street name signs according to

Washtenaw County Road Commission specifications, install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public, and provide and install signs at the end of "connector out-lots", if any, which clearly state that these are not dead-end streets and will be extended when future development occurs.

2.15 Performance Guarantee for Site Improvements. The Developer shall provide security in the amount of **\$770,200.00** 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 of the Development, including, but not be limited to, streets and drives, walkways, grading, required landscaping, required screens, greenbelts, 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 2.15 of the Development Agreement". The **\$770,200.00** 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 of the Development.

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All Site Improvements as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans by not later than the time of application for the building permit for the construction of the **21st** home. 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. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph.

2.16 Drainage District. The Developer shall provide proof regarding the creation of a drainage district through the Washtenaw County Drain Commissioner or the inclusion of the Property in such previously existing drainage district as may have been established through the Washtenaw County Drain Commissioner. Such proof shall be provided to Superior Township prior to any building permits being issued.

2.17 Engineering Approval of Plans. In accordance with Superior Township Ordinance and Superior Township Engineering Design Specifications, no construction work or grading shall be performed on the Development until engineering plans are reviewed and approved. Notwithstanding the foregoing, provided, the Township Engineer has reviewed and approved the grading plan as shown on sheets 5,6,7,and 8 for the Development, Developer shall have the right to commence clearing and grading of the Property once the Developer obtains a soil erosion and sedimentation control permit.

2.18 Building Exteriors. The square foot area of **each** exterior elevations finish materials shall be at least fifty (50%) percent brick, stone, or James Hardy Plank or equivalent. All exposed exterior surfaces of a building's front, sides and rear elevations, exclusive of window, door, and roofed surfaces shall be calculated in order to represent one hundred (100%) percent of the exterior surface. A minimum six (6) inch roof overhang shall be provided at all dwellings eaves and gables.

2.19 Driveways. All residential driveways shall be constructed in accordance with Washtenaw County Road Commission standards.

2.20 Sidewalks and Bike Paths. Any bike paths and nature trails installed by the Developer, its successors or assigns within the interior of the Development, shall be maintained by the Developer until such time as said maintenance obligations become the responsibility of the Association upon the recording of the Master Deed for the Development.

2.21 Tree Preservation. Trees shown to be preserved on the approved final site plan shall be protected from encroachment during the time of installation of the site improvements, provided, however, notwithstanding those trees identified on the approved

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final site plan which are located within in the building envelope on a Unit, the Developer shall have the right to remove such trees as are necessary within the building envelope on each said Unit to accommodate the construction of a residence anywhere within said building envelope. All landmark trees within the limits of grading and shown as preserved on the approved final site plan and engineering plan shall have tree fencing installed at the drip line of the tree. Any landmark trees shown as preserved that are damaged or removed shall be replaced as specified in Superior Charter Township Woodland Ordinance adopted on September 20, 2004. It is also understood that the final engineering review and approval may result in a design that requires the removal of trees identified as preserved on the final site plan. Township acknowledges and agrees that in the event trees shown as removed on the approved final site plan or final engineering plan are preserved, Developer shall have the right to remove an equivalent amount of trees shown to be preserved without any tree replacement obligation for those trees. All other trees shown as preserved that are removed shall be replaced by a like variety in accordance with the Replacement Tree Ratio chart shown on the approved final site plan sheet L-3.0 and attached hereto as Exhibit B. Notwithstanding the foregoing, the Developer shall also have the right to remove preserved trees which are diseased, dead or dying. Except to the extent variances are permitted herein above, the Developer shall abide by the regulations of the Superior Charter Township Woodland Ordinance adopted on September 20, 2004.

2.22 Street Trees. The Developer shall be responsible for installing within ten (10) feet of the street right-of-way line street trees as indicated on the final site plan as finally approved for the Development. The Developer shall post with the Township security for the installation of such street trees in the form of cash, a bond, or irrevocable letter of credit in the amount of **\$21,600** prior to the issuance of the first building permit. The bond or irrevocable letter of credit shall state "Security for Installation of Street Trees for Arbor Hills according to Section 2.22 of the Development Agreement". The Developer may contractually assign its street tree installation obligation for any particular Unit to a third party, provided Developer remains directly liable to the Township for the installation of street trees on such Unit. The Developer shall inform the Township in writing of the **date of the planting** of the street trees or a portion thereof and the Developer shall be responsible for replacing any street tree on a particular Unit which is determined by the Developer or the Township's representative within one (1) year after such street tree's installation to be diseased, dead or dying. One year after all the trees have been planted within the Development, the Township shall release the bond or letter of credit less any funds needed to replace trees that the Developer has not replaced.

2.23 Construction Access. Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from the construction site, which measures may include, installing brine on the roads, when requested by the Township, as well as deploying a water truck on site when dust conditions create a

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nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer. The Developer furthermore agrees to direct all truck traffic to Ford Road. The Developer agrees to comply with any agreements entered into with the Washtenaw County Road Commission with regard to the maintenance and repair of Ford Road. The Township shall be copied on all agreements with the Washtenaw County Road Commission regarding restoring Ford Road and the time frame of restoration.

2.24 Construction Work Schedule. Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than

Monday through Friday from 7:00 A.M. to 6:00 P.M.

Saturday from 8:00 A.M. to 5:00 P.M.

The Township may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

2.25 Monuments/Corner Markers. Prior to the Pre-Construction Meeting the Developer shall post with the Township security for the placement of monuments and corner markers for the Development in the form of cash, a bond or irrevocable bank letter of credit payable to the Charter Township of Superior in the amount of **\$2,600.00**. The bond or irrevocable letter credit shall state "Security for the Placement of Monuments and Corner Markers for Arbor Hills according to Section 2.31 of the Development Agreement". These funds will be drawn on by the Township in the event that the Developer is unable to satisfy the Washtenaw County Road Commission and the Township Engineer that the monuments and corner markers are installed and correct. The security shall be released to Developer if the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the Township, that he or she has caused all monuments and unit marker, as shown on the final engineering plans and as required by the Washtenaw County Road Commission, to be correctly located in the ground.

2.26 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

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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; provided, however, the Township acknowledges and agrees that aforesaid requirement is not a condition which is required to be satisfied prior to the issuance of building permits for the Development. Notwithstanding the foregoing, the obligations set forth in this section 2.27 shall be completed no later than the time of application for the building permit for the construction of the 21st home.

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.

2.27 Underground Utilities. The Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances. No underground utility structures, i.e. manholes, shall be permitted in sidewalks or driveways per Superior Charter Township Engineering Standards.

2.28 Removal of Construction Debris. In addition to its responsibilities under Section 2.6, above, the Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this section shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of any kind will be allowed on the site, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

2.29 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. 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.

2.30 Construction of Models. The approval of the engineering plans, execution and

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recording of the development agreement and completion of the required pre-construction meeting shall authorize the application for building permits for not more than four (4) model homes, specifically but not limited to lots 1, 2, 40, and 41, provided that such lots are located within five hundred (500) feet of, and have access to, an existing public street. Occupancy permits for the model homes shall not be issued until all permanent utilities are available and connected; the asphalt road base course is in place, and the storm water system construction progress has received preliminary approval from the Township Engineers.

**ARTICLE III
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. Until all rights and responsibilities under this Agreement are transferred to the Association, the Developer and the Township shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Development, including Unit owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the Association, the Association, the Township and the Developer (but only for so long as the Developer owns and offers for sale any Unit in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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 the Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title in the Development. The Owners have joined in the execution of this document to show only that they consent to the terms of this Agreement being made applicable to the Development, and it is agreed that the Owners have no responsibility to carry out the responsibilities of the Developer hereunder.

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 Pre-construction Meeting with Builders. The parties acknowledge that Developer and/or other third parties can build the detached dwelling units in accordance

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with the approved plans. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the pre-construction meeting. Prior to the commencement of any grading on the Development, 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 with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such pre-construction meeting shall be held.

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.

The Development shall not be subject to the requirements of Township Zoning Ordinances enacted between the date of this Development Agreement and December 31, 2006.

3.8 Fees. The Owner 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. 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 Real Equities Partners, L.L.C., a Michigan limited liability company.

3.10 Assignment. Real Equities Partners, L.L.C. shall have the right to assign this Agreement to any other third party, without the consent of the Township; provided however, that in the event of such assignment, Real Equities Partners, L.L.C., L.L.C. shall provide written notice of the assignment to the Township within five (5) business days of the Assignment. Following such assignment and the provision of notice to the Township as required herein, Developer shall be automatically released from any further obligation or responsibility under this Agreement.

3.11 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.

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WITNESSES:

DEVELOPER:

Real Equities Partners, L.L.C.,
a Michigan limited liability company.

By: _____
Gilbert Silverman

Its: Manager

WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By: _____
William A. McFarlane

Its: Supervisor

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2005, by Gilbert Silverman of Real Equities Partners L.L.C., a Michigan limited liability company, on behalf of the company.

Notary Public
_____ County, Michigan
My Commission Expires:
Acting in _____ County

STATE OF MICHIGAN)

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COUNTY OF _____) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, 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

EXHIBIT "A"

Land Comprising the "Development"

A PART OF THE SOUTHEAST QUARTER OF SECTION 8 AND PART OF THE SOUTHWEST QUARTER OF SECTION 9, T2S-R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE DUE WEST, 1361.04 FEET ALONG THE SOUTH LINE OF SAID SECTION 8; THENCE N 01°49'07" E, 334.00 FEET; THENCE DUE WEST, 172.27 FEET TO A POINT ON THE EAST LINE OF "FORD ROAD ESTATES"; THENCE ALONG SAID EAST LINE, N 00°38'30" E, 1013.11 FEET TO A POINT ON THE CENTERLINE OF FLEMING CREEK; THENCE ALONG SAID CENTERLINE, N 67°43'15" E, 68.10 FEET AND N 54°10'15" E, 159.72 FEET AND N 51°27'13" E, 109.56 FEET; THENCE S 16°30'00" E, 331.28 FEET; THENCE N 75°25'33" E, 802.72 FEET; THENCE N 15°51'30" W, 572.85

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FEET TO A POINT ON THE CENTERLINE OF PLYMOUTH ROAD; THENCE ALONG SAID CENTERLINE, 186.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING RADIUS 2864.93 FEET, A CENTRAL ANGLE OF 3°43'47", WITH CHORD BEARING N 66°01'06" E, 186.46 FEET; THENCE S 25°50'47" E, 50.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF M-14 FORD ROAD CONNECTOR; THENCE ALONG SAID RIGHT OF WAY, S 85°18'28" E, 433.00 FEET AND S 71°03'00" E, 126.57 FEET AND 1122.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING RADIUS 1440.02 FEET, CENTRAL ANGLE OF 44°40'18", WITH CHORD BEARING S 48°42'51" E, 1094.52 FEET AND S 26°22'42" E, 454.93 FEET AND 245.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING RADIUS 1630.89 FEET, CENTRAL ANGLE 8°37'48", WITH CHORD BEARING S 30°41'35" E, 245.42 FEET; THENCE S 00°16'13" W, 591.25 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 9; THENCE ALONG SAID SOUTH LINE OF SECTION 9, N 89°40'12" W (PREVIOUSLY RECORDED AS N 89°40'29" W), 1371.78 FEET TO THE POINT OF BEGINNING, CONTAINING 100.35 ACRES OF LAND, MORE OR LESS.

Tax code number J-10-09-300-007

Exhibit B

Replacement Tree Ratio:

Deciduous Trees

2" Cal. (Minimum)	1: 1
3" Cal.	1.5: 1
4" Cal.	2: 1
6" Cal.	3: 1
8" Cal.	4: 1

Evergreen Trees

4' Ht. (Minimum)	1: 1
6' Ht.	1.5: 1
8' Ht.	2: 1
10' Ht.	2.5: 1
12' Ht.	3: 1
14' Ht.	3.5: 1

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

TELEPHONE (734) 482-6099
482-3842

FAX (734)

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

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Date_____

Signature and Seal of
Professional Land Surveyor

Roll call vote:

Ayes: McFarlane, Williams, Green, Lewis, Phillips

Nays: None

Absent: McKinney, Caviston

The motion carried.

**E. WOODSIDE VILLAGE ROAD IMPROVEMENT
AGREEMENT**

Moceri & Lombardo of Superior, L.L.C. (Woodside Village) is the successor to REI East Course and needs to sign new agreements with the the Washtenaw County Road Commission and the Township to implement the development agreement REI signed. The agreement stipulates that Moceri & Lombardo of Superior will contribute \$46,565 to the Road Commission toward the design and construction of improvements to the Ridge Road/Geddes Road intersection. In addition, Moceri & Lombardo of Superior will widen Ridge Road for northbound left turn land at the proposed Scarlet Oak Drive private road approach to Ridge Road and provide a 225 foot southbound right turn taper and 50 foot acceleration taper on Ridge Road at Scarlet Oak Drive.

It was moved by Williams, supported by Green, that the Superior Charter Township Board authorize the Supervisor to sign the Road Improvement Agreement between Moceri & Lombardo of Superior, L.L. C., the Washtenaw County Road Commission, and Superior Charter Township for off-site road improvements needed for Woodside Village Site Condominium.

Roll call vote:

Ayes: McFarlane, Williams, Green, Lewis, Phillips

Nays: None

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Absent: McKinney, Caviston

The motion carried.

F. SET FEES FOR PRIVATE ROAD ORDINANCE

When the Private Road Ordinance was adopted in October, 2004, the Board did not adopt a fee schedule to accompany the Ordinance.

It was moved by Green, supported by Lewis, that the Board adopt the following Resolution setting fees for the Private Road Ordinance:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
July 5, 2005
A Resolution to Set Fees Pertaining to the
Superior Charter Township Private Road Ordinance**

WHEREAS this Board is authorized by Section 11 of the Private Road Ordinance of the Charter Township of Superior to set fees by resolution for various matters arising in the course of administration of the Private Road Ordinance; and

WHEREAS this Board has reviewed the fees as proposed by the Administrative Staff and have considered the proposed fees to be reasonable;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board does hereby establish the fees implementing Ordinance 163, the Private Road Ordinance, as follows:

1. The petitioner shall pay \$100.00 administrative fee at time of application.
2. If it is necessary because of engineering issues to retain the services of the Township Engineer, the cost charged to the petitioner will be actual engineering costs plus 15%. The permit will not be issued until the engineering fees have been paid.

BE IT FURTHER RESOLVED, that all of the fees are nonrefundable.

Roll call vote:

Ayes: McFarlane, Williams, Green, Lewis, Phillips

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Nays: None

Absent: McKinney, Caviston

The motion carried.

11. PAYMENT OF BILLS

It was moved by Williams, supported by Phillips, that the bills be paid in the following amounts: General Fund - \$2,406.25 and Law Fund - \$1,086.50 for a total of \$3,492.75.

The motion carried.

12. PLEAS AND PETITIONS

Ellen Kurath felt that the Drain Commission could help with the Rock project and should be asked to do so.

Michael David BenDor wanted the Geddes Road Corridor Study to include the proposed new developments. McFarlane said that the developer must pay for such studies, not the Township.

13. ADJOURNMENT

It was moved by Williams, supported by Lewis, that the meeting adjourn.

The motion carried and the meeting adjourned at 9:20 p.m.

Respectfully submitted,

Kay Williams, Clerk