

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
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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 2, 2007, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

The members present were William McFarlane, Kay Williams, Brenda McKinney, Rodrick Green, Lisa Lewis, and David Phillips. Nancy Caviston was absent.

4. ADOPTION OF AGENDA

It was moved by Williams, supported by McKinney, to adopt the agenda as amended.

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF JUNE 18, 2007

It was moved by McKinney, supported by Green, to approve the minutes of the regular Board meeting of June 18, 2007, as presented.

The motion carried.

6. CITIZEN PARTICIPATION

A. WASHTENAW COUNTY PRESERVATION PLANNER – ESEK PRAY TRAIL

Melissa Milton-Pung, preservation planner with Washtenaw County, and Ina Henal, who wrote the historic survey for Superior Township, introduced the four heritage driving tours that the County has compiled using existing data on the county's historic resources. One of the four tours features historic resources along Plymouth-Ann Arbor Road and another focuses on Greek Revival architecture including some in Superior Township.

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The Board thanked Ms. Milton-Pung and Ms. Hanel for the presentation on the historic resources provided by Washtenaw County.

B. PUBLIC HEARING – HYUNDAI SPECIAL ASSESSMENT DISTRICT IMPROVEMENTS

It was moved by Lewis, supported by Green, that the Public Hearing on the Hyundai Special Assessment District Tax Roll for Road and Utility Improvements be opened.

The motion carried.

Hyundai requested that a special assessment district be established to fund the balance between the project cost and the \$1,000,000 it will put up front. The Supervisor has prepared Special Assessment Roll 602 – Hyundai for the project with the land the Hyundai building is on being worth \$6,000,000 and the special assessment roll being \$1,900,000. The building is worth approximately \$62,000,000.00.

No one spoke at the hearing.

It was moved by Williams, supported by McKinney, that the Public Hearing be closed.

The motion carried.

C. OTHER CITIZEN CONCERNS

Ellen Kurath, 2203 Hickman, is supportive of the alternative sources of transportation including trains and buses. She rides the train to Chicago and “trains work”. She would like the Township to continue to support other means of transportation.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on five items:

1. The bridge on Harris Road between Cherry Hill and Vreeland is closed as it is unsafe. A MDEQ permit is required to replace it

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and the Road Commission has not yet determined how it will be fixed.

2. The City of Ann Arbor has placed a warning siren on Dixboro Road south of Plymouth Road in Superior Township by mistake. They would now like permission to keep it there.

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board approves the placing of a warning siren in Superior Charter Township by the City of Ann Arbor at an acceptable location in the road right-of-way as approved by the Washtenaw County Road Commission on Dixboro Road south of Plymouth Road with the provision that the City of Ann Arbor incurs all costs relating to the installation, monthly electric bills, yearly maintenance, any and all repairs, and further that Superior Charter Township be named as additionally insured on the Ann Arbor liability insurance policy for the siren.

The motion carried.

3. The Ann Arbor Township sewer and water contracts for the homes in Towsley Farms and Geddes Glen on Geddes Road at the Ann Arbor/Superior Township border have expired. The administrative staff is preparing new contracts to suggest to Ann Arbor Township officials.
4. The Police Study by Virchow Karause has begun.
5. The Township Board has been verbally invited by Hyundai to go to Korea in August as part of a good-will ambassador pertaining Sister City program. If the Officials do go, they will pay their own way; no tax dollars will be spent on the trip. It is an opportunity to promote expansion of the site and provide more jobs in the area. Hyundai is the second largest employer in Superior Township and expanding the employment base would be advantageous to our residents.

**B. DEPARTMENT REPORTS: ZONING REPORT, OHM
MONTHLY REPORT, PLANNING MONTHLY REPORT**

It was moved by McKinney, supported by Green, that the Zoning Department Monthly Report dated June 27, 2007, the OHM Monthly Report dated June 28, and the Report on Planning Department Activities for May and June 2007 be received.

The motion carried.

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8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

**A. WOODSIDE VILLAGE FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

Woodside Village has been meeting with the engineers and the wetlands coordinator concerning the storm water management of the development. The initial agreement had very complicated management practices that have not worked well. The developers, Lombardo Companies, worked with our consultants to resolve the issues. It was determined that Lombardo should install a well and irrigation system for Wetland B. Other changes in the amendment to the development agreement are; (1) Lombardo will add another acre to the approved open space bringing the total to 18.59 acres or 0.84 acres of open space for every acre of lot area. (2) Lombardo will place a non-motorized asphalt trail to Harvest Moon Park. (3) By April 1, 2008, Lombardo will install an 8-inch metered water main connection to West Ridge Mobile Home Park to provide a second connection to the Mobile Home Park. (4) Without increasing the ground floor coverage the floor area ratio of .504 will be increased to .580 for 62 designated lots in the development.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board approve the following First Amendment to the Woodside Village Development Agreement:

**SUPERIOR CHARTER TOWNSHIP
FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT**

Woodside Village - A Site Condominium Development

THIS FIRST AMENDMENT to the Development Agreement (the "First Amendment") is dated as of the day of July, 2007 and is the first amendment to the Development Agreement ("Agreement") previously executed on the 9th day of December, 2004, by and between REI East Course 1, L.L.C. , a Michigan limited liability company,

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purchased by and converted to Mocerri & Lombardo of Superior LLC, a Michigan limited liability company whose address is 6303 Twenty-Six Mile Road Suite 200, Washington, MI 48094 (the "Developer"), and the Charter Township of Superior, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township"). This Agreement supercedes the previous Agreement Recorded on the 3rd day of March, 2005, in Liber 4491, Page 291.

RECITALS

A. WHEREAS, the Developer desires to develop a certain parcel of real property comprising 61.80 acres, more or less, as a site condominium development of single family homes; said parcel of land being located in the Charter Township of Superior, Washtenaw County, Michigan, to the south of Geddes Road in the southwest quarter of Section 36. The aforesaid 61.80 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 "Woodside Village", and will be developed pursuant to a certain "Consent Judgment" (as defined in Recital F below) entered into between the Developer and the Township. The Development will include 175 site condominium units.

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, and in accordance with the Consent Judgment (as defined in Recital F below).

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, as more fully set forth in the Consent Judgment.

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, as more fully set forth in the final engineering plans approved by the Township.

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

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F. WHEREAS, on May 26, 2004, a Consent Judgment was entered in the Circuit Court of the County of Washtenaw, State of Michigan in the matter entitled *REI East Course 1, LLC, et al. v. Superior Charter Township*, Case No. 87-32972, Hon. Donald E. Shelton, which Consent Judgment was recorded in Liber 4396, page 77, Washtenaw County Records (the "Consent Judgment"), permitting REI to develop either a Multi-Family Plan or a Single Family Plan under the Planned Community (PC) District (Section 4.22) and generally in accordance with the density, setback and other requirements of the R-7 District (Section 4.14) of the Township's Zoning Ordinance. The Consent Judgment further stated that if REI develops the Single Family Plan, it shall contain an allowed density of One Hundred Seventy Five (175) unit single-family site condominium development consistent with single family alternative depicted in the Area Plan attached to the Consent Judgment under the Planned Community (PC) District (Section 4.22).

G. WHEREAS the Consent Judgment states that the homes constructed pursuant to the Single Family Plan shall have at least 50% brick facades, or in lieu of brick, can be constructed of so-called "James Hardie Siding" in combination with other materials allowed under applicable Township ordinances and building codes.

H. WHEREAS, on July 28, 2004, the Superior Charter Township Planning Commission approved the Preliminary Site Plan for a One Hundred Seventy Five (175) unit single-family site condominium development on the land described in Exhibit A.

I. WHEREAS, on September 22, 2004, the Township's Planning Commission passed a motion approving the Final Site Plan dated August 4, 2004, for the Development conditioned upon the Developer addressing certain items in connection with final engineering approval. The Township Planning Commission also passed motions approving minor changes to the Final Site Plan on March 22, 2006 and April 25, 2007 to allow for additional and supplemental screening along the south property line as depicted in exhibit C.

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 10.04(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.

L. WHEREAS the Developer has agreed, as depicted on the final site plan, to build and

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maintain a tot lot playground and parking for use by the general public on Ridge Road; provided, however, that the Township acknowledges that access to the tot lot from Ridge Road is dependent upon the issuance of an approach and curb cut permit from the Washtenaw County Road Commission and the Developer cannot connect the tot lot to Ridge Road without the issuance of such a permit. Developer agrees to use reasonable efforts to work with the Township in order to obtain such permit from the Washtenaw County Road Commission.

M. WHEREAS the Developer will build and maintain a six (6) foot open space wood chip or asphalt path through the development for public access as depicted on the Final Site Plan.

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 may be developed pursuant to the Consent Judgment and, for purposes of recordation, it shall be referred to as Woodside Village.

1.3 Approval of Final Site Plan. The final site plan for the Development, see attached exhibit C and made a part hereof (the "Final Site Plan"), 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

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and inure to the benefit of the parties and their successors and assigns; and may not be modified or rescinded except as provided in Section 3.1 below. 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, approved by the Township and recorded with the Washtenaw County Register of Deeds, liber 4556 page 829 Condominium Plan No. 521, which included 90 phase one lots. The Township shall retain the right, but shall have no obligation, to enforce certain of the provisions of said documents if the Township determines enforcement to be necessary in the interests of public health, safety or welfare and if specific enforcement rights are granted to the Township in such documents. Any amendments to the aforesaid Master Deed or By-Laws must be approved by the Township in those instances where the provisions of the Master Deed or By-Laws provide for the Township's approval, which approval shall not be unreasonably withheld. The Association (as such term is defined in Section 2.7 below) shall be responsible for the maintenance of all site improvements including but not limited to non-motorized trails, open space, storm water management system, sidewalks and private roads, parking lots, tot lots and similar amenities in the Development, all as more fully set forth in the Master Deed and By-Laws.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

2.1 Permitted Principal Uses. The only permitted principal use within the Development shall be detached single-family dwellings, along with any other accessory uses and/or amenities permitted under the Township's ordinances and/or the Consent Judgment.

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, as more fully set forth in the Master Deed and By-laws.

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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 detention and drainage, recreation, open space, floodplain, and wetland purposes as depicted in the approved drainage plan and/or site plan. 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 common element designated on the Final Site Plan as open space area, park area, detention area, wetlands, or wetland mitigation area without the prior approval of the Township as required by Township's Zoning Ordinance or the Master Deed or By-Laws, which approval shall not unreasonably be withheld.

2.5 Maintenance of Unsold Units. Except for those items which are or become the responsibility of the Association, the Developer shall be responsible for maintaining all unsold units and general common elements in a manner consistent with a residential atmosphere until control is turned over to the Association under the Master Deed and Bylaws. A Restoration Bond, letter of credit or cash deposit in the amount of **\$306,300.00** shall be posted to allow the Township to address problems of this nature. The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer thirty (30) days for the problems to be addressed to the Township's reasonable satisfaction before the Township addresses the problem. Examples of such issues may include, but are not limited to, soil erosion, drainage, grading, vegetation establishment, vegetation management, and any other issues relevant to maintaining a residential atmosphere. Additionally, in 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. The bond or irrevocable letter of credit shall be submitted prior to the pre-construction meeting and shall state "security for the maintenance of unsold lots as stated in Section 2.5 of the Development Agreement". The **\$306,300.00** guarantee amount stated above is based on specifications and estimates prepared by the Township Engineer based on the area plan of the Development. Exhibit B sets forth a complete list of all bonds required under this Development Agreement, the amount thereof, the time requirement for placement and conditions for release. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as individual lots receive final certificate of occupancy by providing written notice of completion to the Township. The refund or reduction shall be made annually, and be based on a pro rata share of completed lots. (i.e. if 50 lots have received final certificate of occupancy then the bond can be reduced by using the following calculation – $50/175 = 29\%$ reduction)

2.6 Performance Guarantee for Site Improvements. The Developer shall provide security in the amount of **\$1,931,000.00** to the Township (as set forth on Exhibit B) to assure the installation of all site improvements which the Developer proposes to install as

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reflected in the approved Final Site Plan of the Development, 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, as set forth on Exhibit B. 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 2.6 of the Development Agreement". The **\$1,931,000.00** 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 Site Plan of the Development. All site improvements have been separated into two (2) construction phases. Phase two shall be installed, as depicted on the attached phase plan exhibit D, in conjunction with the Final Site Plan and approved final engineering plans by not later than the time of application for the building permit for the construction of the 91st 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, including a final inspection of the site improvements by the Township's Engineer 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 to the Township, as set forth in this paragraph

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 (including pathways within the Development), 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 Woodside Village Condominium 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.

Developer shall notify the Township in writing within thirty (30) days of the date when

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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 maintaining the function of and for removing any man-made debris that is deposited in the General Common Element Open Space Areas, Park Areas (including pathways within the Development), and Detention Areas during the period of construction and shall maintain the areas to ensure that they are reasonably free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. During the period of construction and until the Association is responsible therefore, 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 (including the staging of equipment and materials) as identified in the final site plan or the plans and specifications for the site which have been approved by the Township. After the Association becomes responsible for such General Common Element open space, park, and detention areas, following inspection by the Township Engineer, 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.

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 (including pathways within the Development), 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 reasonable 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

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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.

2.10 Storm Water Management. No part of any detention pond area located within the Development shall be allowed to remain in a non-functional and unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets of the five detention basins, including the sediment forebays, standpipes, and storm sewers located within the Development shall be kept functioning as originally designed and approved. Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during the period of construction and following correction of any site improvement deficiencies indicated in the final site plan inspection by the Township Engineer. The Developer shall assign to the Association all responsibility to preserve, retain, maintain and keep operational such 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 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 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 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, and in order to prevent the detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, the Township shall have the right, but not the obligation, to enter upon the detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's reasonable 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 with a pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

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The Developer acknowledges that the development is being proposed with a Permanent Groundwater Depression System (PGD) designed to perpetually lower the existing groundwater conditions to accommodate the installation and continuous maintenance of basements. The Developer will verify the groundwater elevation at each lot at the time of construction of each home in order to monitor the functionality of the permanent groundwater depression system (PGD). The Developer shall also conduct, twice a month, monitoring and inspection of the PGD system throughout construction of the site. These reports shall include measured groundwater elevations at monitoring locations through the system. Any observed deficiencies shall be investigated and rectified immediately. Copies of the reports shall be submitted to the Township for review. Prior to acceptance of the ground water depression system by the Association, the Developer shall equip the system with a high water sensor in one of the structures that will alarm a potential failure of the system and conduct a thorough inspection of the entire PDG system, including CCTV analysis of the underground piping. A copy of the CCTV shall be reviewed by the Township Engineer and the Developer shall be responsible for all deficiencies and corrections noted by the Township Engineer. The Developer and eventually the Association will be fully responsible for conducting maintenance and inspections, as outlined on the approved final engineering plans and Master Deed, as well as any improvements that may be necessary, resulting from said inspections to ensure the functionality of the PGD system.

The Developer shall be responsible and bare all costs for the following related to wetland B:

- i) A pump and irrigation system shall be installed in wetland B south of Scarlet Oak Drive to ensure the health of the wetland prior to April 1, 2008.
- ii) Plans shall be prepared and submitted to the DEQ for permitting of this irrigation system no later than August 1, 2007.
- iii) The pump and irrigation system will be designed and engineered subject to the reasonable approval of the Township's wetland consultant and Township engineer.
- iv) System shall be in primary use during summer months of July through September.
- v) Monitoring the health of the wetland shall be done twice a year and be performed by the Townships wetland consultant.
- vi) The Township may administratively determine, in the Township's sole discretion, the supplemental watering of Wetlands B is no longer necessary and may allow the Developer (or Association) to discontinue supplemental watering of Wetland B.
- vii) Notification to discontinue supplemental watering of Wetland B to Developer (or Association) shall be provided in writing by the Township.
- vii) The bond originally issued in the amount **\$10,000** will be refunded upon the completion of the pump and irrigation system.

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In the event the Developer or the Association at any time fails to follow said maintenance and inspection guidelines or fails to install the pump and irrigation system if required (as set forth above and in the Groundwater Suppression System Description) within thirty (30) days following written notice from the Township, the Township shall have the right, but not the obligation, to enter upon the Development and perform the required activity to cure the deficiencies. The Township's reasonable cost to perform any such maintenance and/or preservation, together with a fifteen percent (15%) 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, and the Township shall also have the right to draw on the performance bond described in this Section 2.10 if the Developer (or the Association, as the case may be) fails to install the pump and irrigation system if required.

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.

2.11 Landscape Plan for Development. The Developer has provided, and the Township has approved, a complete landscape plan for the Development as part of the Final Site Plan, depicting the type, size, and location of landscaping materials including all planned irrigation systems. See attached exhibit G for irrigation plan.

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.

2.13 Township Wetland Ordinance. Developer shall comply with the Township's Wetland Ordinance in effect as of the date hereof, including such requirements as may be imposed in that ordinance with respect to stream corridors, floodplains, wetland preservation and approved mitigation. The Township acknowledges that the approved Final Site Plan and final engineering plans comply with the Township's Wetland Ordinance. The Developer shall further comply with wetland mitigation requirements, if any, 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 Final Site Plan depicts approximately 1.79 acres of mitigation area. The reviewed and approved mitigation plan was provided to the Township on April 27, 2007.

The Developer shall establish such conservation easements as may be required by the Township or such other appropriate governmental agency having jurisdiction for the

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preservation of wetland areas, stream corridors, floodplains, wetland mitigation areas as shown on the approved Final Site Plan. The Master Deed 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. A recorded copy of the conservation easement was provided to the Township on April 27, 2007.

2.14 Private Roads. All roads within the Development shall be private streets as depicted on the approved Final Site Plan. Such streets shall be hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission, except that the roads shall have the dimensions, pavement cross section and curb specifications indicated on the Final Site Plan. During the various stages of road construction, the Developer shall notify the Township Engineers, at least 72-hours in advance, of scheduled construction of 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 provide a plan for signs and installation of street name signs according to Washtenaw County Road Commission specifications, and shall install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. The Developer shall be responsible for installing all permanent signage according to the approved Final Site Plan. The Developer shall install two temporary gravel road turnarounds shown on the most recent plans approved by the Township Fire Department dated April 17, 2007. The turnarounds shall be installed prior to the issuance of the any certificate of occupancy, temporary or final, for any residential occupancy.

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 Unit owner for costs incurred as required under this section, unless the Township has unlawfully prevented the Developer from completing the Development. The Developer shall, however, receive a waiver of the Township's sewer

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availability fees in consideration of its installation of site utilities and payment for the "Woodside Share" (as defined in Section 2.19 below) of the Section 36 utilities project (as defined in Section 2.19 below). Developer agrees, for itself and its successors and assigns, that neither Developer nor its successors or assigns shall do any work on or in preparation for the installation of "public sewer" on the site without the appropriate permits; provided, however, that Developer shall not be liable for the actions of its successors and assigns.

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. 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 Unit owner for costs incurred as required under this provision, unless the Township has unlawfully prevented the Developer from completing the Development. Further, Developer acknowledges that the Township shall not issue utility connection permits or building permits unless and until the public utilities required to be constructed by the Township under this Agreement and/or to facilitate the Development are substantially complete. (However, notwithstanding the foregoing, as set forth in paragraph G.7. of the Consent Judgment, Developer has the right to construct four (4) model homes prior to completion of off-site utilities). Developer agrees, for itself and its successors and assigns, that neither Developer nor its successors or assigns shall do any work on or in preparation for the installation of "public water" on the site without the appropriate permits; provided, however, that Developer shall not be liable for the actions of its successors and assigns.

2.17 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 underground utility infrastructure, i.e. **\$435,200.00**, 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 2.17 of the Development Agreement". This bond may be reduced consistent with the amount of infrastructure completed in Phase I, two years after the Township issues final acceptance of Public Utilities for phase one. The Developer may also receive a refund for the balance of the bond two years after the Township issues final acceptance of Public Utilities for phase two 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. See Exhibit B, Schedule of Bonds.

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2.18 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. **\$21,800.00**, prior to setting a pre-construction meeting. The bond or irrevocable letter of credit will be consistent with the Township's standard form and shall state "Security for repair of Public Utilities according to Section 2.18 of the Development Agreement". This bond will be used by the Township to repair any damages, which occur to the utility system after substantial completion of each phase of the project 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. This bond may be reduced consistent with the amount of infrastructure completed in Phase I 30 days after the Township issues final acceptance of Public Utilities for phase one. The Developer may also receive a refund for the balance of the bond 30 days after the Township issues final acceptance of Public Utilities for phase two. See Exhibit B, Schedule of Bonds.

2.19 Off-Site Utility Improvements. The Development shall be developed with public water mains and public sanitary sewer 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 Charter Township of Superior no longer requires security for Section 36 Improvement Project as obligations covered by letter under Credit #599824-04 in the amount of \$1,310,491.30 provided to the Charter Township of Superior prior to the start of the project have been met. Easements for this project have been provided, approved and recorded with the Washtenaw County Register of Deeds Office.

2.20 Fees and Escrow Amounts. The Developer (or the Developer's successors or assigns, which may include a residential builder or individual Unit owner) shall pay a Trunk and Transmission fee in an amount equal to the Township's then current fee schedule as approved by the Board of Trustees (currently such fees are \$5,000 for water for each Unit and \$5,500 for sanitary sewer for each Unit), which shall be due and payable each time a building permit is obtained for a house on any Unit within the Development. The Developer also paid to the Township **\$91,800.00** prior to the pre-construction meeting as an escrow to cover the costs of inspection of the public utilities and private roads to be constructed as a part of the Development. This escrow has been depleted and increased to cover the costs of continual inspection on the project. The Developer will deposit additional funds to cover the costs of Inspections performed by the Township's consultants, as outlined in the Zoning Ordinance and Engineering Standards.

2.21 Drainage District. The on-site storm system for Woodside Village is a privately controlled system which eliminates the necessity of creating a new district or including it in an existing district with the Washtenaw County Drain Commissioners Office.

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2.22 Utilities Along Ridge Road The Developer has shall installed public water main and sanitary sewer across the frontage of their site to allow for future connection by neighboring parcel to the north, south, and within the proposed Woodside development.

2.23 Water Main to Westridge. Developer agrees to install an 8-inch metered water main connection, as depicted on the plans prepared by the Developer's Engineer, dated October 5, 2005 prior to April 1, 2008.

2.24 Sump Pump Discharge. Sump pump discharge (footing drains, roof drains, etc.) will be at grade as set forth in the Final Site Plan. The minimum size for sump pump applications will be 3 inches. Sump pump discharge may be allowed to connect to the on-site storm sewer system, (not the PGD) however, connections must occur at a structure, and not in areas identified on the approved Engineering plans where the sump pump discharge was to be directed towards the wetland areas.

2.25 Building Exteriors. If vinyl, aluminum, or steel siding is to be installed on any dwelling, the area of all such siding shall not exceed fifty (50%) of the total area on the front and side elevations of the dwelling. All exposed exterior surfaces of a building's front and side elevations, inclusive of window and door surfaces, shall be calculated in order to represent 100 percent of the exterior wall surface. A minimum 6 inch roof overhang shall be provided at all dwellings eaves and gables. Pursuant to the Consent Judgment, all dwellings will have at least 50% brick facades, or in lieu of brick, can be constructed of so-called "James Hardie Siding" in combination with other materials allowed under applicable Township ordinances and building codes

2.26 Driveways. All driveways shall be constructed of Portland Cement Concrete. Internal roads within the Project will be private roads. Driveways shall be 6-inches thick through the drive approach and sidewalk. Driveways from house side of sidewalk to the garage opening shall be 4-inches thick. All driveways shall have a maximum grade of eight percent (8%).

2.27 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.

2.28 Easements for and Assignments of Sewer and Water Lines. The Developer has provided phase one public utility easements which have been approved by Township staff and recorded with the Washtenaw County Register of Deeds Office. The Developer shall provide phase two public utility easements prior to the issuance of any building permits in Phase II. Upon approval from Township staff phase two public utility easements shall be recorded with the Washtenaw County Register of Deeds. Recording

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fees are the responsibility of the Developer.

2.29 Sidewalks and Non-Motorized Trails. The Developer shall install sidewalks on both sides of all private streets in the Development as shown on the Final Site Plan. The Developer may assign the obligation to install sidewalks adjacent to individual Units to the builders building homes in the Development, but shall retain responsibility for such installation. Any sidewalks, bike paths and non-motorized 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 Unit or a bond placed with the Township prior to issuance of a certificate of occupancy for that Unit. Sidewalks shall be built according to the adopted Township Engineering Standards and inspected by the Township Engineers. Fees for sidewalk inspections must be paid before a Unit is inspected. No sewer/water manholes shall be in sidewalks or driveways. The Developer shall notify the Township Engineers, at least 72-hours in advance, of scheduled construction.

2.30 Ridge Road Non-Motorized Trail. The Developer has installed an eight (8) foot wide hard-surface non-motorized trail along the frontage of the site between station 1 + 56 and station 6 + 49 per Washtenaw County Road Commission requirements. See attached exhibit F.

2.31 Harvest Moon Park Non-Motorized Trail. Consistent with the Consent Judgment, the Developer agrees to install an eight-foot wide asphalt path extending from the northwest corner of the Woodside Development through the Township Park property located west to connect to an existing trail. Two potential locations of the trail are depicted on attached exhibit H. The Developer and Township shall determine the location of the trail prior to the start of phase two construction. The approved trail will be constructed prior to the issuance of any Building Permits in Phase II.

2.32 Tree Preservation. Trees shown to be preserved on the approved final site plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced by a like variety no less than four (4") inches in diameter. The Developer shall not be required to comply with any woodland ordinance now or hereafter in effect, however, in recognition of the Township's desire to preserve and enhance woodlands within the Township, the Developer agrees to donate 50 trees (25 6-foot evergreen and 25 2.5" caliper deciduous) to the Township's tree fund, prior to the issuance of any building permits in Phase II.

2.33 Street Trees. The Developer shall be responsible for installing within ten (10) feet of the street right-of-way line one (1) street trees for every individual Unit frontage,

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as indicated on the Final Site Plan. 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 **\$48,200.00** 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 Woodside Village according to Section 2.33 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. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as individual lot trees are installed and pass the aforementioned one year period. The refund or reduction shall be made annually and based on a pro rata share of completed lots. (i.e. if 50 lots have received approval of street tree installation then the bond can be reduced by using the following calculation – $50/175 = 29\%$ reduction) The Township shall reserve the right to use the letter of credit if the Township determines the need to replace trees that the Developer has not replaced and that the Developer is required to replace.

2.34 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.

2.35 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.

2.36 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 as required by the Michigan Condominium Act in the form of cash, a bond or irrevocable bank letter of credit payable to the Charter Township of Superior in the amount of **\$8,000.00**. The bond or irrevocable letter credit

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shall state “security for the placement of monuments and corner markers for Woodside Village according to Section 2.37 of the Development Agreement”. These funds will be drawn on by the Township in the event that the Developer is unable to satisfy the Township Engineer that the monuments and corner markers are installed and correct as required by the Michigan Condominium Act. 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 to be correctly located in the ground. This Bond may be reduced by 50% after the completion of the monumentation for the lots in Phase I, and returned entirely after the completion of the same for Phase II.

2.37 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, 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.

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

2.38 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.

2.39 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

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site, or of construction materials during construction.

2.40 Site Grading and Building Setbacks. The Developer or the Developer's representative shall certify that the as-built lot grading conforms to the Township approved site and engineering drawings within industry standards, and that 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 "E").

The Township shall have the right to spot-check certification grades at its own discretion. The final certificate of use and occupancy of each unit shall be withheld until the lot 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 lot grading and building setback certification requirements.

2.41 Floor Area Ratio and Ground Floor Coverage. In furtherance of the flexibility provided by the Consent Judgment and recognizing certain constraints imposed by the features of the Property, the Developer, its successors and assigns shall be permitted to construct dwellings within the Development up to a maximum Floor Area Ratio of **.504** and a maximum Ground Floor Coverage of .336. Also the Developer shall be permitted to construct dwellings within the Development with a maximum Floor Area Ratio of **.580** and maximum Ground Floor Coverage of .336 on the following **62** lots, 3-13, 16-18, 24-26, 28-29, 34-39, 47, 96, 100-102, 106-109, 117-121, 124-129, 133-137, 139-140, 142, 144-145 and 169-175. In areas approved for a .580 (FAR), the Township may require variety of front building elevations to prevent no more than three identical side by side elevations. By way of example, assuming a minimum site condominium unit land area size of 5,000 square feet as depicted on the Final Site Plan, a dwelling of 2,520 square feet could be constructed (i.e., $5,000 \times .504 = 2,520$). This square footage calculation excludes the basement, decks and/or patios (unless enclosed) but includes any accessory structures such as a shed. In this example, the Ground Floor Coverage (first floor footprint and any accessory structures, such as a shed) could not exceed 1,680 square feet (i.e., $5,000 \times .336 = 1,680$).

2.42 Offsite Roadway Improvements. In connection with the Developer's application for an approach permit for access from Ridge Road, the Township and Washtenaw County Road Commission ("WCRC") have requested, and the Developer has agreed as a business decision to assure the success of its development, to the following: (a) Developer will install a center left turn lane and tapers along Ridge Road at the entrance to the Development, substantially in accordance with the drawing attached as Exhibit F and within the existing Ridge Road right of way. The cost of these improvements will be borne by the Developer and will be designed and constructed in accordance with WCRC

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standards within the existing Ridge Road right of way; and (b) the Developer contributed to the WCRC the sum of \$46,565.00, which the WCRC will use in connection with the funding of future improvements at the intersection of Geddes and Ridge Roads which fulfills the Developers obligations related to this intersection improvement. All right of way acquisition is complete with all costs being borne by the Developer. Further, the Developer has entered into the WCRC's standard form of road improvements agreement relating to the improvements described on Exhibit F. These improvements are scheduled for completion in July of 2007.

- 2.43 Open Space.** Developer shall submit an updated area plan and amended master deed by September 1, 2007 showing the addition of extra open space within the development. See attached exhibit I for open space calculations.

**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), 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 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

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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 Preconstruction 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 preconstruction 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 preconstruction meeting shall be held.

3.7 Continued Review. The Developer (or the Association, if the Developer has assigned its responsibilities hereunder to the Association) shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.

3.8 Fees. The Developer (or the Association, if Developer has assigned its responsibilities hereunder to the Association) shall pay for any reviews reasonably 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 the fee simple owner of the Development. Upon signing this Agreement, the Developer/Owner is REI East Course 1, LLC, a Michigan limited liability company.

3.10 Assignment. Mocerri & Lombardo of Superior LLC 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, Mocerri & Lombardo of Superior LLC shall provide written notice of the assignment to the Township within five (5) business days of the Assignment.

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

WITNESSES:

WITNESSES:

DEVELOPER:

Moceri & Lombardo of Superior LLC,
a Michigan limited liability company

By: _____
Anthony Lombardo, Member

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By:
William A. McFarlane Its: Supervisor

OWNER:

Moceri & Lombardo of Superior LLC,
a Michigan limited liability company

By:
Anthony Lombardo, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this day of July, 2007,
by Anthony Lombardo, member of Moceri & Lombardo of Superior LLC, a Michigan

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limited liability company, on behalf of the company.

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

STATE OF MICHIGAN)

) ss.

COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, 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 the County of _____

Draft by:
Mark Roebuck
Lombardo Companies
6303 Twenty-Six Mile Road Suite 200
Washington, MI 48094

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

Roll call vote:

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

Nays: None

Absent: Caviston

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The motion carried.

**B. SECOND AMENDMENT TO HYUNDAI ROAD
IMPROVEMENT AGREEMENT**

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

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WASHTENAW COUNTY, MICHIGAN**

JULY 2, 2007

**A RESOLUTION TO APPROVE THE SECOND AMENDMENT TO THE ROAD
IMPROVEMENT AGREEMENT BETWEEN HYUNDAI MOTOR AMERICA,
THE WASHTENAW COUNTY ROAD COMMISSION AND SUPERIOR
CHARTER TOWNSHIP**

WHEREAS, Hyundai Motor America, Hyundai America Technical Center, Inc, the Washtenaw County Road Commission, and Superior Charter Township entered into a Road Improvement Agreement dated May 21, 2004 (the "Road Improvement Agreement"), regarding certain improvements which Hyundai would make to Leforge Road and Geddes Road located in Sections 28, 29, 32 and 33 of Superior Township in the County of Washtenaw, Michigan; and

WHEREAS, Hyundai Motor America, Hyundai America Technical Center, Inc, the Washtenaw County Road Commission, and Superior Charter Township entered into a First Amendment to Road Improvement Agreement dated September 19, 2006 (the "First Amendment") which more precisely identified performance of the terms and conditions of the Road Improvement Agreement with regard to completion of Preliminary Engineering, delivery of Security and commencement and completion of the Road Improvements; and

WHEREAS, Hyundai Motor America desires to further amend certain provisions of the Agreement and the First Amendment; and

WHEREAS, Hyundai Motor America, the Washtenaw County Road Commission, and Superior Charter Township have spent many hours resolving the issues pertaining to the proposed public improvements in Sections 28, 29, 32, and 33 in Superior Charter Township; and

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WHEREAS, the Agreement has been approved in principal by the staffs of the three parties which provides the Township and Washtenaw County Road Commission financial assurances for completing the project;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board hereby approves the Second Amendment to the Road Improvement Agreement between Hyundai Motor America, Hyundai America Technical Center, Inc, the Washtenaw County Road Commission, and Superior Charter Township and authorizes the Supervisor to sign the Amendment.

SECOND AMENDMENT TO ROAD IMPROVEMENT AGREEMENT

This Second Amendment to Road Improvement Agreement (the "Second Amendment") is dated the 3rd day of July, 2007 and is the second amendment to the Road Improvement Agreement ("Agreement") by and between the **Board of County Road Commissioners of the County of Washtenaw**, a Michigan governmental body corporate, with offices located at 555 Zeeb Road, Ann Arbor, Michigan 48103 ("WCRC"), **Charter Township of Superior**, a Michigan Municipal corporation, with offices at 3040 North Prospect Road, Ypsilanti, Michigan 48198 ("Township"), and **Hyundai KIA America Technical Center, Inc.**, a Michigan corporation ("HATCI") and **Hyundai Motor America**, a California corporation ("HMA"), collectively known as ("Hyundai").

WHEREAS, Hyundai, Township and WCRC entered into a Road Improvement Agreement dated May 21, 2004 (the "Road Improvement Agreement"), regarding certain improvements which Hyundai would make to Leforge Road and Geddes Road located in Sections 28, 29, 32 and 33 of Superior Township in the County of Washtenaw, Michigan; and

WHEREAS, the Road Improvement Agreement has been declared a proper and lawful contract pursuant to MCL 247.651c(e); MSA 9.1097(1c)(e), by the Washtenaw County Circuit Court, as reflected in a Declaratory Judgment entered in Case No. 04-674-CZ, on August 18, 2004; and

WHEREAS, the Road Improvement Agreement provided for the scope of the work to be performed and completed by Hyundai on or before issuance of certificate of final occupancy for the Hyundai KIA America Technical Center, and that time was of the essence in connection with performance under the Road Improvement Agreement; and

WHEREAS, Hyundai, Township, and WCRC entered into a First Amendment to Road Improvement Agreement dated September 19, 2006 (the "First Amendment") which more precisely identified performance of the terms and conditions of the Road Improvement Agreement with regard to completion of Preliminary Engineering, delivery of Security and commencement and completion of the Road Improvements; and

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WHEREAS, Hyundai, Township, and WCRC desire further to amend certain provisions of the Agreement and the First Amendment;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Second Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Hyundai, Township and WCRC agree as follows:

1. Article 1.1 of the Agreement shall be deleted in its entirety and replaced by the following:

1.1 **Administration and Construction of Road Improvements.**

WCRC will assume responsibility for all aspects of administration and construction of the Road Improvements, subject to performance by Hyundai and Township of their respective obligations under the Road Improvement Agreement as amended. WCRC shall, in its sole discretion, retain such contractors and consultants, as it deems appropriate to perform all or part of the Improvements in accordance with WCRC standard practices and procedures and the project scope of Article 1.3 as amended. The performance of the Road Improvements shall include all construction, survey and design work, inspection, testing and construction surveying and staking, utility coordination, WCRC inspection and administrative fees as described in Article 1.9 and sign fees as described in Article 1.10 of the original Agreement. All work shall be performed and completed in accordance with the Road Improvement Plans as described in Article 1.4 of this Second Amendment. WCRC shall not be obligated to commence the Improvements (but may do so in its sole discretion) until such time as all funds required for the performance of the Road Improvements have been paid to WCRC as provided in this Second Amendment.

2. Article 1.2 of the Agreement shall be deleted in its entirety and replaced by the following:

1.2 **Project Costs.** Hyundai shall be responsible for any and all reasonably necessary costs associated with the Road Improvements, as described in Articles 1.1 and 1.4, and including without limitation preliminary engineering, right-of-way acquisition, construction, construction engineering, project administration, inspection and administrative and sign fees, and the legal, administrative and financing costs of WCRC and Township to effectuate this Second Amendment. In no case shall WCRC be obligated to fund any portion of the Road Improvements that are the subject of the Road Improvement Agreement as

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amended. Hyundai's obligations to pay for all such Project Costs shall be funded as follows:

- (a) Hyundai shall pay to WCRC not later than July 10, 2007 the sum of One Million Dollars (\$1,000,000.00) to be applied against the Project Costs as they are actually incurred and expended by WCRC.
- (b) Immediately upon execution of this Second Amendment by all parties, Township shall take all steps necessary to issue and sell bonds sufficient to generate revenue at least equal to the full Project Costs of the Improvements, as set forth in the engineer's final cost estimate and including a ten percent (10%) contingency fund, plus Hyundai's preliminary engineering costs expended to date in the approximate amount of Two Hundred Thousand Dollars (\$200,000.00), plus issuance costs related to the bonds, less the One Million Dollars (\$1,000,000.00) paid by Hyundai as described in Article 1.2(a). Upon receipt of revenue from sale of the bonds, Township shall promptly pay such revenue, up to the actual costs of the Improvements, to WCRC and shall reimburse Hyundai for the preliminary engineering costs expended to date, including but not limited to OHM (\$166,000), WCRC (\$8,381 + \$6,765.27), Detroit Edison (\$1,024) YCUA (\$884), MDEQ (\$500), and AT&T (\$757.26) for a total reimbursement of One Hundred Eighty Four Thousand Three Hundred Eleven and 53/100 (\$184,311.53). The proceeds of the bonds shall be deposited into a depository account by the WCRC and such funds, together with any investment earnings thereon, shall be used to pay the costs of the Road Improvements. Township shall further proceed expeditiously to take all steps necessary to create and establish a single-party Special Assessment District ("SAD") in which Hyundai shall be the sole assessed taxpayer, the amounts assessed to be sufficient to retire all of the bonds and pay all of the additional costs incurred by Township in conjunction with the bond issue and the SAD. The SAD shall be established in accordance with the following:
 - (i) The SAD shall include, and shall be limited to, those properties owned collectively by Hyundai as depicted on Exhibit A attached hereto.

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- (ii) The principal amount of the assessments levied shall be paid in equal annual installments of principal over ten (10) years, payable on December 1, 2007 through 2016.
- (iii) Township shall have no liability to Hyundai except to use its best efforts to complete the Special Assessment proceedings and issue the Special Assessment bonds. Township has made no guarantees or representations concerning the interest rates at which the bonds will sell or as to whether the bonds will sell. Failure of the bonds to sell and consequent termination of the SAD shall not relieve Hyundai of its obligations to complete the Road Improvements. The parties understand that the bonds may not qualify as tax-exempt.
- (iv) Hyundai represents that it has legal title to all the property to be assessed and will provide to Township a full consent to the SAD proceedings and the amount assessed against Hyundai's properties at the time SAD proceedings are commenced.
- (v) In the event that the Project Costs of the Road Improvements financed by the bonds exceed the amount of the bond proceeds, Hyundai shall be responsible for payment of such costs, but may apply to Township for a supplemental Special Assessment on its property, in which case Township shall use its best efforts to make such a Special Assessment and sell additional bonds. In the event there is surplus of bond proceeds and investment income from the bonds, such amount shall be applied to repayment of the bonds and Hyundai's assessment shall be reduced accordingly.
- (vi) If the Road Improvements are not substantially completed by December 31, 2007, any portion of the deposit or proceeds from Bonds which have not been expended by WCRC shall be placed in an interest-bearing escrow account to be used by WCRC to complete the Road Improvements, with any earned

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interest being applied against the Project Costs. Upon completion and final acceptance of the Road Improvements by WCRC and Township, any unexpended funds remaining in the possession of WCRC shall be returned to Township and credited to Hyundai against any future assessments of the SAD applied to repayment of the bonds and Hyundai's assessment shall be reduced accordingly.

3. Article 1.3 of the Agreement shall be amended to add the following:
 - 1.3.7 Install an 8 ft. wide, 3 inch thick non-motorized pathway approximately 1 ft. inside of the WCRC's Geddes Road southern 60 ft. half-width right-of-way line along the northern Hyundai America corner parcel line (Tax I.D. No. J-10-32-100-001) starting at the west property line of said parcel extending east approximately 1,166 ft., ending at the west edge of the proposed width of Leforge Road in the southwest quadrant of the Geddes Road and Leforge Road intersection; from there extend said non-motorized pathway south approximately 2,117 ft. along the east property line of said parcel, varying from approximately 1 ft. to 20 ft. inside of the WCRC's Leforge Road western 60 ft. right-of-way, ending at the south property line of said parcel per approved plans.
 - 1.3.8 Install approximately 1,260 linear feet of 16 inch DIP watermain with associated appurtenances approximately 15 ft. inside of the WCRC's Geddes Road southern 60 ft. half-width right-of-way line along the northern Hyundai America corner parcel line (Tax I.D. No. J-10-32-100-001), starting at the west property line of said parcel, extending east to connect to the existing water system located inside of the public road easement in the southeast quadrant of the Geddes Road and Leforge Road intersection; also, extend said watermain with associated appurtenances south approximately 2,130 ft. along the east property line of the WCRC's Leforge Road western 60 ft. right-of-way line ending at the south property line of said parcel per approved plans ("Public Water Improvements"). Within thirty (30) days of approval of construction of the Public Water Improvements, Township shall reimburse Hyundai the previously paid Water Availability Fee of Ninety-Five Thousand Eight Hundred Ninety-Five Dollars (\$95,895.00).
4. Article 1.4 of the Agreement shall be deleted in its entirety and replaced by the following:

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1.4 **Road Improvement Plans**. The parties acknowledge that the scope of the Improvements has been defined in final Preliminary Engineering, including plans, specifications, and a detailed progress schedule, prepared by Orchard Hiltz McCliment (OHM Plans dated February 22, 2007), the "Road Improvement Plans"). The parties further acknowledge that by virtue of this Second Amendment it will be necessary to modify the stage construction and detour plans to allow for the complete closure of the Leforge Road and Geddes Road intersection when construction activities are continuing. WCRC shall retain OHM to perform such modifications to revise the Plans to meet WCRC Local Agency project standards, including preparing Preliminary Engineering documents, plans and specifications, and all associated bid documents for the Road Improvements, and to perform such final design engineering services as may be reasonable and necessary to prepare the project for acceptance of bids for the construction contract. The cost of all such services shall be included as a Project Cost to be paid by Hyundai as provided in Articles 1.1 and 1.2.

5. Articles 1.5, 1.6, and 1.7 of the Agreement shall be deleted in their entirety.
6. Article 1.8 of the Agreement, as previously amended, shall be deleted in its entirety and replaced by the following:

1.8 **Security**. The parties acknowledge that Hyundai has been permitted to open and operate its Project pursuant to temporary access permits previously issued by WCRC. Hyundai shall be entitled to continue operations under the existing temporary permits for so long as Hyundai is in compliance with the Road Improvement Agreement as amended. The parties further acknowledge that Hyundai must obtain from WCRC final access permits in order to continue operation of the Project, and that WCRC has lawful authority to refuse issuance of final access permits until the Road Improvements are completed and all of Hyundai's obligations under the Agreement and this Second Amendment have been met. In the event of default by Hyundai of any of its obligations hereunder, or failure to timely pay any Special Assessment levied pursuant to this Second Amendment, WCRC shall be entitled upon thirty (30) days' notice, with right of Hyundai to cure, to revoke any existing permit and/or right of access between Hyundai's property and Geddes Road and/or Leforge Road. This provision recognizes WCRC's existing statutory authority and is acknowledged by Hyundai in lieu of the security previously provided by Article 1.8., as amended. Not later than thirty (30) days after receipt by WCRC of the proceeds of the bond sale, Township shall return to Hyundai the irrevocable letter of credit in the amount of Eight Hundred Thirty Thousand Seven

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Hundred Dollars (\$835,700) posted as a Restoration guarantee in April 2005.

7. Articles 1.9, 1.10, 1.11, 1.12, and 1.13 of the Agreement shall be deleted in their entirety.
8. Except as set forth in this Second Amendment, the Agreement as amended by the First Amendment shall remain in full force and effect. In the event of any inconsistency, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment by affixing the signatures below, effective as of the date set forth in the caption.

WITNESSED:

HYUNDAI MOTOR AMERICA,
a California corporation

By:

Name: OS Koh
Its: President & CEO

By:

Name: Kathryn K. Parker
Its: VP HR & Administration

TECHNICAL

HYUNDAI AMERICA

CENTER, INC.,
a Michigan corporation

By:

Name: Chung Kook Park
Its: President

**CHARTER TOWNSHIP OF
SUPERIOR,**
a Michigan municipal corporation

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Supervisor

By:
William McFarlane,

**BOARD OF COUNTY ROAD
COMMISSIONERS OF
WASHTENAW
COUNTY,**
A Michigan governmental body
corporate

Director

By:

Steven M. Puuri, Managing

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

**C. HYUNDAI SPECIAL ASSESSMENT DISTRICT RESOLUTION
NUMBER 5**

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
JULY 2, 2007**

SPECIAL ASSESSMENT RESOLUTION NO. 5

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Minutes of a regular meeting of the Township Board of the Charter Township of Superior, County of Washtenaw, State of Michigan, held in the Township on the 2nd day of July, 2007, at 7:30 p.m., Eastern Daylight Time.

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

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

WHEREAS, the Township Board of the Charter Township of Superior, County of Washtenaw, State of Michigan, after due and legal notice, has reviewed a special assessment roll prepared for the purpose of defraying a part or all of the cost of certain public improvements as described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Township Board deems said special assessment roll to be fair and equitable as reported to it by the Supervisor.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll shall be designated "Special Assessment Roll No. 602 - Hyundai" and the district against which it is spread shall be designated "Special Assessment District No. 602 - Hyundai".

2. Said Special Assessment Roll, in the amount of \$1,900,000.00 as prepared and reported to the Township Board by the Supervisor, be and the same hereby is confirmed.

3. The Township Board determines based upon information provided by the Supervisor and other Township officials that the market values of the properties in the Special Assessment District will increase or have increased as a result of the improvements described in Exhibit A.

4. Said special assessment roll shall be divided into ten (10) equal annual installments, the first installment to be due on December 1, 2007, and the following installments to be due on December 1 of each and every year thereafter. Said installments of the special assessment roll shall bear interest from and after September 1, 2007 at the rate of eight percent (8.00%) per annum, said interest to be payable annually on each installment due date; provided, however, that if bonds are to be issued by the Township in anticipation of the collection of the special assessments, then said installments of special assessments shall bear interest at a rate equal to one percent (1%) above the rate of interest borne by said bonds to be issued by the Township.

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5. The assessments made in said special assessment roll are hereby ordered and directed to be collected, and the Township Clerk shall deliver said special assessment roll to the Township Treasurer, with the Township Clerk's warrant attached, commanding the Treasurer to collect the assessments therein in accordance with the directions of the Township Board with respect thereto, and the Treasurer is directed to collect the amounts assessed as the same become due.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: McFarlane, Williams, McKinney, Green, Lewis, Phillips

NAYS: None

ABSENT: Member: Caviston

RESOLUTION DECLARED ADOPTED.

____ Kay Williams, Superior Township
Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Superior, County of Washtenaw, State of Michigan, at a regular meeting held on July 2, 2007, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Kay Williams, Superior Township Clerk

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EXHIBIT A

Public Improvements

The proposed project consists of all work shown on the approved Road Improvement Plans dated February 22, 2007, including reconstruction and widening of Leforge Road to a three lane cross section (northbound, southbound and center left turn lane) from 150 feet south of the entrance to the Hyundai facility to 150 feet north of Geddes Road, with improvements designed for a 50 mile per hour (MPH) design speed. The project also includes the construction of a right turn lane into the south Hyundai entrance on LeForge Road, reconstruction and widening of Geddes Road to a three lane cross section (eastbound, westbound and center left turn lane) from 150 feet west of LeForge Road to 250 feet east of LeForge Road, with improvements designed for a 50 MPH design speed, construction of a right turn lane on eastbound Geddes at Leforge and a right turn lane on eastbound Geddes Road at the west Hyundai entrance. The project also includes the installation of a new traffic signal at the intersection of Geddes Road and LeForge Road and construction of all associated lane tapers per MDOT and AASHTO requirements. Furthermore, the project includes the installation of a new 16-inch ductile iron diameter water main and new non-motorized pathway along the entire LeForge and Geddes Road frontages of the Hyundai property. The relocation of several franchise utilities in the project area and the replacement of the drainage culvert crossing LeForge Road, south of Geddes, are also included in the project.

EXHIBIT B

Special Assessment District

10-32-100-007

OWNER REQUEST SU 32-1B-1A PCL " II-A " COM AT NE COR OF SEC 32, TH S 02-12-36 E 2178.18 FT TO A POB, TH CONT S 02-12-36 E 369.59 FT, TH S 87-33-10 W 1803.00 FT, TH S 02-12-36 E 108.00 FT, TH S 87-33-10 W 504.33 FT, TH N 02-00-37 W 2636.05 FT, TH N 87-03-35 E 1098.21 FT, TH S 02-12-36 E 2178.18 FT, TH N 87-03-35 E 1200.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 75.40 AC. SPLIT ON 03/06/2007 FROM J -10-32-100-005, J -10-32-100-006;

Special Assessment \$0.00.

10-32-100-003

ASSR REQ 06/08/04 SU 32-1A PCL "I" BEG AT NE COR OF SEC 32, TH S 02-12-36 E 2178.18 FT, TH S 87-03-35 W 1200.10 FT, TH N 02-12-36 W 2178.18 FT, TH N

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87-03-35 E 1200.10 FT TO POB. PT OF E 1/2 OF NE 1/4 SEC 32, T2S-R7E 60.00 AC.
SPLIT ON 06/09/2004 FROM J -10-32-100-001;

Special Assessment \$1,900,000.00

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

D. STREET LIGHT AT GEDDES AND ANDOVER

After the discussion about the sign for Geddes Ridge at the June 18th meeting, it seems apparent that the sign isn't the issue. The problem seems to be finding the intersection of Geddes and Andover at night. Even though there haven't been any crashes there, the area is dark and hard to see. The last time we added such a light was in October 2002 for the light at Ford and Gotfredson. At that time the cost per month was \$202.44. There is an additional cost to install the light which is amortized over three years.

Green said that the light will be appreciated by the citizens.

It was moved by McKinney, supported by Green, that the Clerk be directed to investigate the cost of installing an overhead street light at Geddes and Andover.

The motion carried.

E. LAW FUND BUDGET AMENDMENT

It was moved by McKinney, supported by Green, that the 2007 Law Fund Budget be amended as follows:

Increase the following line items:

266-890-895-000	Delinquent pers prop bad debt	\$1,279.00
266-890-890-000	Contingencies	421.00

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266-000-695-000 False Alarm Charges 1,700.00

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

**F. WASHTENAW COUNTY PARK COMMISSION PURCHASE OF
55 ACRES AT PROSPECT AND VREELAND**

Kenneth Schwartz, our Washtenaw County Commissioner, has been working with the Superior Land Conservancy and the Washtenaw County Park Commission to purchase the 55 acre parcel of land at the northeast corner of Prospect and Vreeland Roads for permanent protection. To score higher on the formula used by the County Parks, every additional financial partner adds to the cumulative score and therefore more likely to be purchased by the County.

It was moved by Williams, supported by McKinney, that the letter from Commissioner Kenneth Schwartz regarding the purchase of the 55 acres at the northeast corner of Prospect and Vreeland Roads as part of the Washtenaw County's Natural Areas Preservation Program be received, and further that the Superior Charter Township Board authorize a financial contribution of \$1,000.00 toward the purchase of the property to maintain open space in the Township.

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

11. PAYMENT OF BILLS

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It was moved by McKinney, supported by Green, that the bills be paid as presented in the following amounts – Utilities Fund - \$1,103.00 for a total of \$1,103.00.

The motion carried.

12. PLEAS AND PETITIONS

There were none.

13. ADJOURNMENT

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

The motion carried and the meeting adjourned at 8:55 p.m.

Respectfully submitted,

Kay Williams, Clerk