

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
DECEMBER 19, 2005  
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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 December 19, 2005, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. ADOPTION OF AGENDA**

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

The motion carried.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF DECEMBER 5, 2005**

It was moved by McKinney, supported by Caviston, to approve the minutes of the regular Board meeting of December 5, 2005, as presented.

The motion carried.

**6. CITIZEN PARTICIPATION**

Sandi Lopez wished everyone a Merry Christmas.

**7. REPORTS**

**A. SUPERVISOR**

The Supervisor reported on seven items:

1. DTE has reconfigured the distribution lines to prevent so many power outages in the Township. They are also going to build another substation to deliver more power. Unfortunately, this news came the

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same day that there was a massive outage for an hour this morning in the Township. That outage was apparently caused by contractors in Canton Township and was quickly fixed.

2. The officials met with the representative from the Township trash hauler, Allied Waste, who wanted ideas on how they could provide better service. It is possible that the Township will be divided into three sections instead of two, to get all the trash picked up on the designated day.
3. Ken Wilson has resigned from the Board of Review because he has moved from the Township. The opening on the Board has been posted on the website.
4. McFarlane reminded the Board that the January meetings were on Tuesday because of the holidays.
5. The bridge over Fleming Creek on Plymouth Road between Vorhies and Ford will be replaced this year.
6. Habitat House has built two homes on Harvest Lane. Treasurer McKinney represented the Township at the dedication on Sunday.
7. The bridge on Albert Drive will be replaced on December 20. The road will be closed for about six hours. The Fire Department has been notified.

**B. WATER SYSTEM MASTER PLAN REPORT**

Jessica Woods, Township Engineer with Orchard, Hiltz & McCliment, Inc. (OHM) presented an update on the Water System Master Plan for the Township. Rick Church, Director of the Superior Charter Township Utility Department, and Rhett Gronevelt and Murat Ulasir of OHM were also present. Since the completion of the Water Reliability Study in February of 2001, the Township has experienced a growth rate that surpassed initial expectations. The new water connection at Geddes and Ridge and the proposed connection at Clark and Leforge result in changes in the Study. The Water System Master Plan is a Work in Progress and, in addition to helping with day-to-day planning, is extremely useful for anticipating future needs.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board receive the Water System Master Plan Report.

The motion carried.

**C. DEPARTMENTAL REPORTS : FIRE DEPARTMENT,  
BUILDING DEPARTMENT, SHERIFF DEPARTMENT**

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It was moved by Williams, supported by Green, that the Fire Department Report for November, the Building Department Report for November, and the Sheriff Department Report for November, be received.

Sergeant Mahalick was present to answer questions. During the last month there was an increase of malicious destruction of property in the Stommel Court area and an increase in stolen vehicles. The Sergeant will be working more with Neighborhood Watch. Doug Ballo has been assigned as the crimes investigator for the Township; he was selected by a committee which include the Sergeant and the Supervisor.

The motion carried.

**D. OCTOBER 2005 FINANCIAL STATEMENTS – ALL FUNDS**

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board receive the October 2005 Financial Statements for all funds: General, Fire, Law Enforcement, Parks and Recreation, Streetlights, Payroll, Trust and Agency, Utilities, Building, Side Street Maintenance, Fire Reserve Fund, and Fire Construction Bond Fund.

The motion carried.

**8. COMMUNICATIONS**

**A. STEVE CHIZEK – DELAY DECISION ON REGENCY WOODS**

Steve Chizek, the Developer for Regency Woods (Biltmore), requested that the decision on the amendment to the area plan and rezoning of Regency Woods be delayed until the Sewer Capacity Study is complete. This means that the Township will be unable to make the decision within the 180 days required by the Zoning Ordinance, which Biltmore understands.

It was moved by Caviston, supported by McKinney, that the letter from Steve Chizek regarding the delay in the decision for Regency Woods rezoning be received.

The motion carried.

**9. UNFINISHED BUSINESS**

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There was none.

**10. NEW BUSINESS**

**A. SET PUBLIC HEARING FOR HYUNDAI INDUSTRIAL FACILITIES TAX EXEMPTION**

Hyundai America Technical Center, Inc. submitted an application for another Industrial Facilities Tax Exemption for an expansion on their present site at Geddes and Leforge for research and development. Hyundai wants to expand its present Research and Development Center to include additional R&D, Administrative Offices, a Design Studio, as well as Climatic and Anechoic Chambers. The application requests a tax abatement on \$164,750,000.00 of total project costs resulting from \$100,000,000. in land and building improvements (excluding cost of the land) and of \$64,750,000.00 in machinery, equipment, furniture and fixtures. The application states that new improvements are expected to create 329 new jobs by 2009 in addition to the 114 existing jobs. In actuality, Hyundai says that by the end of the expansion, 1,000 engineers, technicians, and support staff will be employed at the Center.

Mark Torigian, Attorney for Hyundai, was present to answer questions. He said that Hyundai is negotiating with the Eydes for the rest of the property, 60 acres, on the southeast corner of Geddes and Leforge.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board receive the application for an Industrial Facilities Exemption from Hyundai America Technical Center, Inc. and set a public hearing on the application for Tuesday, January 3, 2006, at 7:30 p.m. at the Superior Charter Township Hall.

Roll call vote:

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

Nays: None

The motion carried.

**B. ROLLING OAKS DEVELOPMENT AGREEMENT**

The Township Administrative Staff and Consultants have been working on the development agreement with the developers of Rolling Oaks. This

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agreement has sewer issues which are different from other agreements as Rolling Oaks is granting a utility easement through their land for developments to the north. The details required negotiations, but the Developer has been very cooperative and the agreement satisfies the needs of all parties. Nicole Andriani was present to answer questions.

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board authorizes the Supervisor to sign the following Development Agreement for Rolling Oaks Site Condominium:

**SUPERIOR CHARTER TOWNSHIP  
DEVELOPMENT AGREEMENT**

**Rolling Oaks -- A Site Condominium Development**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between CW Development, L.L.C., a Michigan limited liability company, whose address is 41050 Vincent Court, Novi, Michigan 48375 (the "Developer"), and the Charter Township of Superior, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township").

**RECITALS**

A. WHEREAS, the Developer desires to develop a certain parcel of real property comprising of 52.92 acres, more or less, as a residential condominium development comprised of single family home sites; said parcel of land being located in the Charter Township of Superior, Washtenaw County, Michigan, in Section 33 with entrance from Clark Road situated between Prospect Road and Leforge Road. The aforesaid 52.92-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 "Rolling Oaks ". The Development will include 101 site condominium units to be developed in one single phase. ~~one single phase~~

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

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

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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 ~~u~~Unit within the Development from an increase in the flow of storm water or decrease in water quality of storm water from the Development.

E. WHEREAS, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval for the Development and permits that may have been issued by appropriate governmental review agencies for the Development.

F. WHEREAS, on August 25, 2004, the Township's Planning Commission passed a motion approving the ~~Preliminary~~preliminary site plan (“Preliminary Site Plan”) for the Development on condition that all items in the planning consultant’s report and the engineering consultant’s report are satisfactorily resolved before the final site plan is submitted, including the reconfiguration of detention basin #2 to preserve the mature trees.

G. WHEREAS, on May 25, 2005, the Township's Planning Commission passed a motion approving the Final Site Plan for the Development conditioned upon the fact that the Superior Township Utility Department cannot guarantee that there will ~~—~~be adequate water and sewer capacity available for the ~~d~~Development and the petitioner is proceeding ~~their own risk.~~

at its own risk.

H.. WHEREAS, the Township's Planner has determined that all of the conditions of the final site plan approval have been met with the understanding that ~~things —~~may need to be ~~modified~~minor modifications may be necessary to maintain compliance with the ~~approved~~ Final Site Plan.

I. WHEREAS, the approved ~~f~~Final ~~s~~Site ~~p~~Plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development.

K. WHEREAS, Section 10.15(F) of the Township's Zoning Ordinance provides that the Planning Commission may require that a Development Agreement be entered into between the Developer and the Township in connection with the final site plan approval of the Development, which agreement shall be binding upon the Township, the

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Developer and the owners of the site and their successors and assigns, including, without limitation, the owners of individual condominium ~~u~~Units within the Development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the approval of the Developer's ~~f~~Final ~~s~~Site ~~p~~Plan for the Development, the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

**1.1 Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.

**1.2 Zoning District.** The Township acknowledges and represents that the Development is zoned PC (Planned Community) and, for purposes of recordation, it shall be referred to as Rolling Oaks. This district requires a minimum lot frontage of ~~60-70~~60 feet, a minimum front yard setback of 25 feet, minimum side yard setbacks of 6 feet with a minimum total setback for both sides of 16 feet, a minimum rear yard setback of 35 feet. Developer has agreed that at least 30% of the Units in the Development shall contain minimum lot frontage of 70 feet.

**1.3 Approval of Final Site Plan.** The ~~f~~Final ~~s~~Site ~~p~~Plan for the Development, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to the Township Zoning Act, Act No. 184, Public Acts of 1943, as amended.

**1.4 Conditions of Final Site Plan Approval.** The Developer and the Township acknowledge that the approved ~~f~~Final ~~s~~Site ~~p~~Plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission pursuant to recommendations by the consultants and departments of the Township.

**1.5 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended

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contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**1.6 Master Deed, By-Laws and Restrictions.** The Master Deed and By-Laws for the Development and the restrictions and conditions contained therein have been submitted by the Developer and approved by the Township as part of the site plan approval process. The Township shall retain the right, but shall have no obligation, to enforce the provisions of said documents if the Township determines enforcement to be necessary in the interests of public health, safety or welfare. Said documents are hereby incorporated and made a part of the approved final site plan of the Development. Any amendments to the aforesaid Master Deed or By-Laws must be approved by the Township in those instances where the Master Deed or By-Laws provisions provide for the Township's approval, which approval shall not be unreasonably withheld, or delayed.

**ARTICLE II  
PROVISIONS REGARDING DEVELOPMENT**

**2.1 Permitted Principal Uses.** The only permitted principal use within the Development shall be detached single-family dwellings and permitted accessory buildings based on permitted accessory use regulations for the R-4 Zoning District as cited in Section 4.03 B of the Superior Charter Township Zoning Ordinance.

**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 fFinal sSite pPlan for the Development for the purposes provided in this Article II.

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



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**2.5 Maintenance of Unsold Lots.** The Developer shall be responsible for maintaining all unsold lots and common areas in a manner consistent with a residential atmosphere until final acceptance. A Restoration Bond in the amount of **\$340,000.00** shall be posted prior to the pre-construction meeting to allow the Township to address problems of this nature. The bond ~~or irrevocable letter of credit~~ shall state "Security for Maintenance of Unsold Lots as stated in Section 2.5 of the Development Agreement for Rolling Oaks". The Township shall allow for 25% reductions in the bond within thirty (30) days after Developer provides written notice and proof of closing on each applicable 25% of the Units. The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer up to two weeks or such longer time as reasonably necessary as agreed to by the Township if the problem cannot be reasonably cured within two weeks, for the problems to be addressed and corrected to the Township's satisfaction before the Township addresses the problem. Emergency conditions where public health, safety, and welfare is of concern shall allow for a shorter requirement to respond, and in critical emergencies, the Township may need to take immediate action after notifying the Developer. Examples of such issues may include, but not limited to soil erosion, construction debris, drainage, grading vegetation establishment, vegetation management, and any other issues relevant to maintaining a residential atmosphere.

**2.6 Schedule for Improvements in General Common Element Open Space Areas, Park Areas, and Detention Areas.** Developer has provided to the Township, a layout showing all "General Common Element Open Space Areas, Park Areas, and Detention Areas" and the improvements which the Developer proposes to install therein; which are reflected in the approved ~~f~~Final ~~s~~Site ~~p~~Plan dated 5-9-05 of the Development. ~~A~~Except for the park bordering on Units 49-53 and 58-68, as provided in Section 2.17, all "General Common Element improvements" as stated above shall be installed, as agreed upon between the Developer and the Charter Township of Superior and as shown on the final site plan as finally approved for the Development (approved and signed by the Planning Commission) by not later than the time of application for the building permit for the construction of the **fifty-first (51st)** home.

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

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Rolling Oaks [of Superior Twp. 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. The Developer shall inform the Township in writing prior to the [time the](#) responsibility for maintaining the General Common Element areas and other responsibilities are assigned to the ~~Rolling Oaks~~ Association and provide the names, addresses, and telephone numbers of the officers of the Association to the Township Clerk.

Developer shall notify the Township in writing within thirty (30) days of the date when construction of the General Common Element open space, park, and detention areas on the site is complete. [Within one hundred eighty \(180\) days after receipt of such notice, the Township shall inspect the General Common Elements and provide written notice to the Developer of the Township's acceptance or an itemization of any noncompliance of the General Common Elements with the Final Site Plan or the plans and specifications for the Development.](#)

**2.8 General Common Element Open Space, Park and Detention Area Rules.** The Developer shall be responsible for removing any man-made debris that is deposited in the General Common Element Open Space Areas, Park Areas, and Detention Areas during the period of construction and shall maintain the areas to ensure that they are free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. Developer shall preserve and retain the General Common Element open space areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site improvements, which are identified in the ~~F~~Final ~~s~~Site ~~p~~Plan or the plans and specifications for the Development, which have been approved by the Township. After the Association becomes responsible for such General Common Element open space, park, and detention areas, the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of such General Common Element areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of such open space, park, and detention areas.

**2.9 Township Right of Enforcement Regarding General Common Element Open Space, Park, and Detention Areas.** In the event the Developer, or the Association [after such time as the responsibilities described in this section are assigned to the Association by Developer,](#) fails at any time to preserve, retain, maintain or keep up the General Common Element Open space, park, landscaping, or detention areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the Association, [as the case may be,](#) setting forth the manner in which Developer or the

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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 if such deficiencies cannot be reasonably cured within thirty (30) days, the Township, in order to prevent the General Common Element open space, park, and detention areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element open space, park, and detention areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15%) percent for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes; provided that after the recording of the Master Deed, any and all costs assessed pursuant to this paragraph shall be assessed against the Association and its members, with an pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

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

In the event Developer, or the Association after such time as the responsibilities described in this section are assigned to the Association by Developer, at any time fails to maintain or preserve such retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Developer and/or the Association, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance

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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 if such deficiencies cannot be reasonably cured within such thirty (30) day period, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site (which, in the case of the association, may be deemed to be the members of the aAssociation) at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

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

**2.11 Landscape Plan for Development.** The Developer shall implement the complete landscape plan for the Development as approved by the Township which depicts the type, size, and location of landscaping materials including all planned irrigation systems. The plan proposes landscaping along Clark Road, the entrance way, within cul-de-sac islands, parks, and adjacent to retention/detention basins within the Development.

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

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

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

The Developer shall establish such conservation easements as may be required for the preservation of wetland areas and wetland mitigation areas as shown on the approved

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~~f~~Final ~~s~~Site ~~p~~Plan in compliance with the conditions of final site plan approval described above in Recital G to this document. The master deed recorded to establish the Development shall reserve to the Developer the right to encumber the wetland and wetland mitigation areas designated as such on the ~~f~~Final ~~s~~Site ~~p~~Plan with conservation easements running to the benefit of the Township or such other appropriate government entity with jurisdiction over such areas for the preservation of those areas.

**2.14 Public Roads.** All roads within the Development shall be public streets, hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission. During the various stages of road construction, the Developer shall notify the Township, at least 72-hours in advance, provided Developer receives sufficient notice to provide such notice, of all scheduled inspections by the Washtenaw County Road Commission, including, but not limited to, the following:

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

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

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

**2.15 Public Sewer.** The Development shall be developed with public sanitary sewer as approved by the Charter Township of Superior, Ypsilanti Community Utilities Authority, and the Michigan Department of Environmental Quality, subject to applicable laws and

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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, except as described below, 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. Developer agrees that neither it, its successors nor assigns shall do any work on or in preparation for the installation of "public sewer" on the site without the appropriate permits.

Developer understands that the main sewer line from the north connection, through the Development is to be designed and constructed to accommodate future upstream flows from adjacent developments. This shall be done at the Developer's expense. However, the Developer agrees that if the sewer installation is not completed by July 1, 2006, the Township may assume the right to proceed with installation of any portion of the public sewer within the designated utility easement, in accordance with the approved construction plans and contingent upon the Township having procured all necessary permits and approvals as required and necessary to facilitate the sewer construction prior to exercising this right. The Township may not exercise their right to install the sewer improvements should the Developer initiate construction themselves for sewer and necessary grading with reasonable progress being made towards construction completion. If the Township constructs the sewer, the Township shall also pay for all costs related to said installation. If the Township will seek re-imbursement from the Developer, the Developer shall have an opportunity to review the construction bids prior to a bid being awarded. Developer agrees to reimburse the Township for the agreed-upon cost to install the sewer at the time Developer elects to commence installation of the other utilities on the site besides the sewer and prior to the Township holding a pre-construction meeting for said remaining improvements.

Furthermore, the Developer acknowledges that sufficient capacity does not currently exist in the existing Sanitary Sewer Pump Station on Clark Road to accommodate this and the other developments. Initially, some improvements to the existing Pump Station must be made before utility connections are available. The Township is planning to make these improvements in a future Capital Improvements Program. Developer is contributing **\$22,523.00** total as calculated on a per lot basis towards the costs of upgrading the existing station to accommodate their desired schedule. Township shall make all reasonable efforts to make all sewer connections available for the Development 90 days after the money is deposited with the Township.

Ultimately, a new Sanitary Sewer Pump Station may be needed to replace the existing pump station located near the Development on Clark Road which shall be constructed by the Township. To accommodate the future Pump Station ("Pump Station"), Developer agrees to provide the Township with an 80 foot-by 100 foot sanitary sewer easement at

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the southwest corner of the Development. This easement shall be made available to the Township prior to the pre-construction meeting, and shall be at no cost to the Township. The Township shall be wholly responsible for the design, permitting, construction, operation, maintenance, and repair associated with the future Pump Station. If the Township damages the boardwalk or any other part of the Development during construction of the future Pump Station, it shall be responsible to expeditiously repair such damages so as to retain the boardwalk or provide paved pedestrian access through the easement area to facilitate use of the pedestrian walk. The Township has the right to construct a driveway to the future Pump Station, if needed

**2.16 Public Water.** The Development shall be developed with public water mains as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewerage Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. **The Township cannot guarantee that there will be an adequate water supply available for this ~~de~~ Development and the ~~d~~Developer is proceeding at his own risk, provided, however, the Township has agreed to immediately allocate thirty (30) water connections to the Development to allow Developer to commence construction and Unit sales.** The Township has constructed a second connection to the Detroit City Water System at Geddes and Ridge Roads which is operational. The Township has purchased land at Clark and Leforge Roads for construction of a third connection and booster station and the contract for construction has been awarded. When both connections are complete the Township agrees that it will permanently allocate sufficient water taps for all of the units in the ~~d~~Development. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Unit owner for costs incurred as required under this provision, unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither it, its successors nor assigns shall do any work on or in preparation for the installation of "public water" on the site without the appropriate permits.

The Developer shall install all water services within the public R.O.W. prior to substantial completion of the public utilities.

**2.17. Easements for Public Utilities.** The Developer shall provide easements for Public Utilities through the development. These easements shall be in recordable form and delivered to the Township Clerk before January 30, 2006.

**2.18 Performance Guarantee for Site Improvements.** The Developer shall provide security in the amount of \$21,162,300~~480,700.00~~ to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected

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in the approved Final Site Plan of the Development other than the streets and drives, including, but not be limited to, ~~streets and drives~~, parking lots, walkways, grading, required landscaping, tot lots, required screens, sidewalks, street lighting, storm drainage systems, and utilities (water and sewer). The Developer shall deliver such security ~~(or deposit such funds)~~ to assure the construction of the site improvements as stated above. The Developer shall provide the such security (or 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 2.17 of the Development Agreement for Rolling Oaks". The

~~\$21,162,300~~480,700.00 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 Above-Ground Site Improvements as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans by not later than the time of application for the building permit for the construction of the 51<sup>st</sup> home, with the exception of the park north of the drain, which should be complete by the time of the 5<sup>th</sup> certificate of occupancy for the homes built north of the drain. The Township shall refund 90% of the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed. The final 10% will be refunded upon final acceptance of the entire subdivision. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph. The Developer shall submit a copy of the Performance Bond required by the Washtenaw County Road Commission prior to the Preconstruction Meeting.

**2.19 Fees and Escrow Amounts.** The Developer shall pay the water availability fee of \$47,520.00 and the sewer availability fee of \$52,800.00 for a total of **\$100,320.00** as required by Township Resolution **prior to the scheduling the pre-construction meeting**. The Developer (or the Developer's successor or assign, which may include a residential builder or individual Unit owner) shall pay a Trunk and Transmission fee, which shall be due and payable each time a building permit is obtained for a house on any Unit within the Development. The Developer shall also pay to the Township **\$98,500.00** prior to scheduling the pre-construction meeting as an escrow to cover the costs of inspection of the public utilities, paving, and sidewalks to be constructed as a part of the Development.

**2.20 Drainage District.** The Developer shall provide proof regarding the creation of a drainage district through the Washtenaw County Drain Commissioner or the inclusion of the Property in such previously existing drainage district as may have been established



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through the Washtenaw County Drain Commissioner. Such proof shall be provided to ~~Superior~~the Township prior to any building permits being issued.

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

**2.22 Easements for and Assignments of Sewer and Water Lines.** The Developer shall dedicate all on-site easements to the Township for the construction and maintenance of public improvements necessary to provide service to the Development; said "public improvements" (the "Improvements") being defined as the sewer and water mains and related facilities needed to provide those services to the Development. All such easements shall be recorded by the Township with the Washtenaw County Register of Deeds and the Developer shall reimburse the Township for all recording costs prior to issuance of substantial completion. Upon approval and acceptance by the Township Engineer, Developer shall assign title to the Improvements to the Township.

**2.23 Building Exteriors.** The exterior wall finish materials for the front and two side elevations of each dwelling unit shall be brick, extending hardy plank, or stone. If brick is used, it shall extend from grade to the first floor ceiling height. Additionally, all exterior wall finishes shall comply with section 3.23 (Building Exteriors) of the Superior Township Zoning Ordinance.

**2.24 Driveways.** All residential driveways shall be made of Portland Cement Concrete. All portions of driveways located in rights of way shall be a minimum of six inches (6") thick and a maximum grade of eight percent (8%).

**2.25 Sidewalks and Bike Paths.** The Developer shall install sidewalks within the street rights of-way on either side of all public streets in the Development as shown on the ~~Final~~Site Plan to WCRC requirements. 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 nature trails installed by the Developer, its successors or assigns within the interior of the Development, shall be maintained by the Developer until such time as said maintenance obligations become the responsibility of the Association when the Association assumes authority for the common areas. 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. **No sewer/water manholes shall be in sidewalks, paved trails, or driveways.**

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**2.26 Clark Road Non-Motorized Trail.** The Developer shall install ~~an eight~~ eight (8) ~~foot~~ foot wide hard-surface non-motorized ~~non-motorize~~ trail along the frontage along Clark Road before the first certificate of occupancy is issued. The trail shall include a Boardwalk over the existing wetland, as shown on the approved Final Site Plan drawing. The Developer may assign the obligation to install this trail but shall retain responsibility for such installation. The Developer shall maintain this trail until such time as said maintenance obligations become the responsibility of the Association upon the recording of the Master Deed for the Development. This trail shall be built according to the adopted Township Engineering Standards and inspected by the Township Engineers. **No sewer/water manholes shall be in sidewalks, paved trails, or driveways.**

**2.27 Tree Preservation.** Trees shown to be preserved on the approved ~~f~~Final ~~s~~Site ~~p~~Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced, weather permitting, by a like variety no less than four (4") inches in diameter.

**2.29 Street Trees.** The Developer shall be responsible for installing street trees as indicated on the final site plan as finally approved for the Development. The Developer shall post with the Township security for the installation of such street trees in the form of cash, a bond, or irrevocable letter of credit (whichever Developer may elect), in the amount of **\$53,600.00**, 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 Rolling Oaks according to Section 2.23 of the Development Agreement". The Developer may contractually assign its street tree installation obligation for any particular Unit to a third party, provided Developer remains directly liable to the Township for the installation of street trees on such Unit. The Developer shall inform the Township in writing of the **date of the planting** of the street trees or a portion thereof and the Developer shall be responsible for replacing any street tree on a particular Unit which is determined by the Developer or the Township's representative within one (1) year after such street tree's installation to be diseased, dead or dying. One year after all the trees have been planted within the Development, the Township shall release the bond or letter of credit less any funds needed to replace trees that the Developer has not replaced.

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

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sSite pPlan. The Township shall not unreasonably withhold, delay or condition its consent to the establishment of the special assessment district.

**2.31 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.

**2.32 Construction Work Schedule.** Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited per ordinance and 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.

**2.33 Monuments/Corner Markers.** Prior to the Pre-Construction Meeting the Developer shall post with the Township security for the placement of monuments and corner markers for the Development in the form of cash, a bond or irrevocable bank letter of credit (whichever Developer may elect), payable to the Charter Township of Superior in the amount of **\$5,100.00**. The bond or irrevocable letter credit shall state "Security for the placement of monuments and corner markers for Rolling Oaks according to Section 2.31 of the Development Agreement". These funds will be drawn on by the Township in the event that the Developer is unable to satisfy the Washtenaw County Road Commission and the Township Engineer that the monuments and corner markers are installed and correct. The security shall be released to Developer if the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the Township, that he or she has caused all monuments and unit marker, as shown on the final engineering plans and as required by the Washtenaw County Road Commission WCRC, to be correctly located in the ground.

**2.34 Maintenance and Guarantee Bond for Public Utilities.** Developer shall submit cash, a bond or irrevocable letter of credit (whichever Developer may elect), to the Township Treasurer in the full amount estimated for public water and sewer infrastructure, i.e. **\$636,100 .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 2.32 of the Development

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Agreement for Rolling Oaks”. The term length in which the bond or letter of credit is in force shall not exceed two (2) years from the date on which the Township Utility Department issues final acceptance of Public Utilities after completion of all homes within the Development. The amount of these bonds will be based on the sealed Design Engineer’s estimate for the work approved by the Township Engineer.

**2.35 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. **\$31,900 .00** prior to setting a pre-construction meeting. The bond or irrevocable letter of credit be consistent the Township’s standard form and shall state “Security for repair of Public Utilities according to Section 2.33 of the Development Agreement for Rolling Oaks”. The term length in which the bond is in force shall not exceed thirty (30) days from the date of Township’s final acceptance of utilities. This bond will be used by the Township to repair any damages, which occur to the utility system after substantial completion but prior to final acceptance if the Developer (or the Developer's successor or assign) does not complete such repairs within a reasonable amount of time after the Township's request.

**2.36 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 prior to final completion.

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

**2.37 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.

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**2.38 Removal of Construction Debris.** In addition to its responsibilities under Section 2.7, above, the Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this section shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of any kind will be allowed on the site, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

**2.39 Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built site grading and building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (Exhibit "C").

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

**2.40. Models.** The Township shall issue to Developer up to four (4) building permits for models in accordance with its zoning ordinance after completion of mass grading, the public water main, sanitary and storm sewers have been accepted by the Township's engineers as "substantially complete", the proposed model units are within five hundred (500) feet of and have access to an existing public street, the Building Department has given construction plan review approval, and the Developer has obtained the necessary utility connection permits from the Township Utility Department, residential drive permit from the Road Commission, and fire hydrant approval from the Fire Department.

**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

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for so long as the Developer owns and offers for sale any Unit in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.

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

**3.3 Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.

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

**3.5 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

**3.6 Pre-construction Meeting with Builders.** The parties acknowledge that Developer and/or other third parties can build the detached dwelling units in accordance with the approved plans. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the pre-construction meeting. Prior to the commencement of any grading on the Development, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such pre-construction meeting shall be held.

**3.7 Continued Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.

**3.8 Fees.** The Owner shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.

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**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 CW Development, L.L.C, a Michigan limited liability company.

**3.10 Assignment.** CW Development, L.L.C. shall have the right to assign this Agreement to any other third party, without the consent of the Township; provided however, that in the event of such assignment, CW Development, L.L.C. shall provide written notice of the assignment to the Township within five (5) business days of the Assignment, providing the Township with the name, address, and telephone number of the third party. CW Development, L.L.C. shall have no obligation for breaches of this Agreement occurring after the effective date of said assignment.

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

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

WITNESSES:

DEVELOPER:

L.L.C  
Michigan limited liability company. a

CW Development,

\_\_\_\_\_  
Day  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Scott Day  
Its: Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, by Scott Day, of CW Development, L.L.C  
\_\_\_\_\_  
\_\_\_\_\_

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

Notary Public

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ County, \_\_\_\_\_ County.,

Michigan

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ My Commission Expires:

Acting in \_\_\_\_\_ County

\_\_\_\_\_  
\_\_\_\_\_ My Commission Expires:

WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,  
a Michigan municipal corporation

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

By:

William A. McFarlane

Its: Supervisor

\_\_\_\_\_

STATE OF MICHIGAN )

) ss.

COUNTY OF ~~WASHTENAW~~ WASHTENAW )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

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



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Drafted by and when recorded return to:

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

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**EXHIBIT "A"**

Land Comprising the "Development"

Land located in the Charter Township of Superior, Washtenaw County, Michigan and legally described as follows:

Legal Description: Land in the Township of Superior, Washtenaw County, Michigan, a part of the southeast 1/4, Section 33, Town 2 South, Range 7 East, described as: Commencing at the South 1/4 corner of said Section 33, said corner begin the point of beginning; thence N 02°42'00" W, 1047.18 Feet along the north and south 1/4 line of said Section 33; thence N 87°42'00" E, 550.00 feet; thence N 02°42'00"W, 1606.06 feet; thence N 87°26'30" F, 819.00 feet along the East and west 1/4 line of said Section 33; thence S 02°25'04" E, 1246.57 feet (recorded as 1243.53) along the east line of the west 1/2 of said Section 33; thence S 87°15'52W, 300.00 feet; thence S 02°25'04" E, 1400.00 feet: thence S 87°15'52" W, 1055.94 feet (recorded as 1059.10) along the south line of said Section 33 and the centerline of Clark Road to the point of beginning

Also described as: land in the Township of Superior, Washtenaw County, Michigan described as: the West 1/2 of the southeast 1/4, excepting the east 300 feet of south 1400 feet of Section 33, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan, and also excepting a parcel of land: commencing at the South 1/4 corner of said section 33; thence N 02°42'00" W, 1047.18 feet along the north and south 1/4 line of said Section 33 to the point of beginning; thence N 02°42'00"W, 1603.58 feet along the north and south 1/4 line of said Section 33 to the center of said Section 33; thence N 87°26'30" E, 549.99 feet along the east and west 1/4 line of said section 33; thence S02°42'00"E, 1606.06 feet; thence S87°42'00W, 550.00 feet to the point of beginning.

Tax code number – 10-33-400-029

Roll call vote:

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

Nays: None

The motion carried.

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**C. SET PUBLIC HEARING FOR PROSPECT POINTE PHASE 2  
STREET LIGHT SPECIAL ASSESSMENT**

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

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN**

**PROSPECT POINTE SUBDIVISION PHASE 2  
STREET LIGHTING SPECIAL ASSESSMENT DISTRICT**

**RESOLUTION NO. 1**

**WHEREAS**, this Board has received requests for installation of street lighting in Prospect Pointe Subdivision Phase 2 and the Township by its Subdivision Ordinance requires installation of street lights at the expense of the developer; and

**WHEREAS**, this Board believes that it is in the best interests of the Township and the residents of this Subdivision that such improvements be made and that the costs thereof beyond initial installation of the street lights be defrayed by special assessment on the properties benefited thereby; and

**WHEREAS**, the Detroit Edison Company has proposed to provide such street lighting to consist of Ten (10) poles and lights for an initial annual charge of \$285.97 per light, such lighting system to be installed at the expense of the developer but owned by said Detroit Edison Company, and such annual charge to include full service of the system including general maintenance and cleaning, bulb and glass replacement, pole repair and replacement, electrical maintenance and vandalism repair;

**NOW THEREFORE, BE IT RESOLVED THAT:**

- 1.** The plans showing the street lighting improvements and location thereof and the estimate of cost of such street lighting, including the costs of establishing the district and the Township's administrative costs, be filed with the Township Clerk and be available for public inspection.
- 2.** The Township Board tentatively declares its intention to provide said street lighting.
- 3.** The Township Board tentatively designates a special assessment district against which the cost of such street lighting is to be assessed consisting of all the lands in Prospect Pointe Subdivision Phase 2. The Township Board hereby estimates the cost of providing such street lighting for the initial year to be \$2,859.67, or \$39.72 per lot.
- 5.** The Township Board shall meet at the Township Hall located 3040 N. Prospect in said Township on Tuesday January 3, 2006, at 7:30 p.m. for a public hearing

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on the question of creating the special assessment district and defraying the expenses of the district by special assessment.

6. The Township Clerk is hereby ordered to cause a notice of such hearing to be published at least seven (7) days before the time of the hearing and shall cause notice of said hearing to be mailed by first class mail to each owner of or party in interest in property in the special assessment district whose name appears upon the last tax assessment records of the Township, at least ten (10) days before the date of such hearing.

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

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

**Tuesday, January 3, 2006**

**TO:** ALL OWNERS OF OR PARTIES IN INTEREST IN PROPERTY  
LOCATED IN PROSPECT POINTE SUBDIVISION PHASE 2,  
CONSISTING OF LOTS 109 THROUGH 151 AND 171 THROUGH  
199.

**PLEASE TAKE NOTICE** that the Township Board of the Charter Township of Superior has tentatively declared its intention to provide street lighting of the streets within said described property for an initial annual charge of \$2,859.67, or \$39.72 per lot, and has tentatively designated the special assessment district against which the cost of such street lighting is to be assessed as consisting of all such described lands.

Plans and estimates for said street lighting have been prepared and are on file with the Township Clerk for public examination.

**TAKE FURTHER NOTICE** that the Township Board will meet on Tuesday, January 3, 2006, at 7:30 p.m., at the Township Hall, 3040 N. Prospect, in the Charter Township of Superior, for the purpose of a public hearing on the question of creating the district and defraying the expenses of the district by special assessment.

**TAKE FURTHER NOTICE** that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter delivered to the Clerk by 7:30 p.m., on Tuesday, January 3, 2006, and his or her personal appearance shall not be required. Superior Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon four business days notice to the Township. Individuals requiring auxiliary aids and services should contact the Township by writing the Clerk. The property owner or any

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person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

Dated: December 22, 2005

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

Roll call vote:

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

Nays: None

The motion carried.

**D. SET PUBLIC HEARING FOR PROSPECT POINTE EAST  
STREET LIGHT SPECIAL ASSESSMENT**

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

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN**

**PROSPECT POINTE EAST SUBDIVISION  
STREET LIGHTING SPECIAL ASSESSMENT DISTRICT**

**RESOLUTION NO. 1**

**WHEREAS**, this Board has received requests for installation of street lighting in Prospect Pointe East Subdivision and the Township by its Subdivision Ordinance requires installation of street lights at the expense of the developer; and

**WHEREAS**, this Board believes that it is in the best interests of the Township and the residents of this Subdivision that such improvements be made and that the costs

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thereof beyond initial installation of the street lights be defrayed by special assessment on the properties benefited thereby; and

**WHEREAS**, the Detroit Edison Company has proposed to provide such street lighting to consist of Eight (8) poles and lights for an initial annual charge of \$285.97 per light, such lighting system to be installed at the expense of the developer but owned by said Detroit Edison Company, and such annual charge to include full service of the system including general maintenance and cleaning, bulb and glass replacement, pole repair and replacement, electrical maintenance and vandalism repair;

**NOW THEREFORE, BE IT RESOLVED THAT:**

**1.** The plans showing the street lighting improvements and location thereof and the estimate of cost of such street lighting, including the costs of establishing the district and the Township's administrative costs, be filed with the Township Clerk and be available for public inspection.

**2.** The Township Board tentatively declares its intention to provide said street lighting.

**3.** The Township Board tentatively designates a special assessment district against which the cost of such street lighting is to be assessed consisting of all the lands in Prospect Pointe East Subdivision. The Township Board hereby estimates the cost of providing such street lighting for the initial year to be \$2,287.74, or \$18.01 per lot.

**5.** The Township Board shall meet at the Township Hall located 3040 N. Prospect in said Township on Tuesday January 3, 2006, at 7:30 p.m. for a public hearing on the question of creating the special assessment district and defraying the expenses of the district by special assessment.

**6.** The Township Clerk is hereby ordered to cause a notice of such hearing to be published at least seven (7) days before the time of the hearing and shall cause notice of said hearing to be mailed by first class mail to each owner of or party in interest in property in the special assessment district whose name appears upon the last tax assessment records of the Township, at least ten (10) days before the date of such hearing.

**7.** Said notice shall be in substantially the following form:

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

**Tuesday, January 3, 2006**

**TO:** ALL OWNERS OF OR PARTIES IN INTEREST IN PROPERTY  
LOCATED IN PROSPECT POINTE EAST SUBDIVISION,  
CONSISTING OF LOTS 1 THROUGH 127.

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**PLEASE TAKE NOTICE** that the Township Board of the Charter Township of Superior has tentatively declared its intention to provide street lighting of the streets within said described property for an initial annual charge of \$2,287.74, or \$18.01 per lot, and has tentatively designated the special assessment district against which the cost of such street lighting is to be assessed as consisting of all such described lands.

Plans and estimates for said street lighting have been prepared and are on file with the Township Clerk for public examination.

**TAKE FURTHER NOTICE** that the Township Board will meet on Tuesday, January 3, 2006, at 7:30 p.m., at the Township Hall, 3040 N. Prospect, in the Charter Township of Superior, for the purpose of a public hearing on the question of creating the district and defraying the expenses of the district by special assessment.

**TAKE FURTHER NOTICE** that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter delivered to the Clerk by 7:30 p.m., on Tuesday, January 3, 2006, and his or her personal appearance shall not be required. Superior Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon four business days notice to the Township. Individuals requiring auxiliary aids and services should contact the Township by writing the Clerk. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

Dated: December 22, 2005

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

Roll call vote:

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

Nays: None

The motion carried.

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**E. TELEMETRY OF SCADA MONITORING OF FLOW METER  
AND RAIN GAUGE**

The Utility Department requested that the Board authorize UIS Programmable Services, Inc. to furnish and install monitoring equipment for the rain gauge at the Prospect Pointe sanitary lift station.

Green asked if the Department had requested other bids. Rick Church, Utility Director, said that UIS Programmable Services is the only company qualified to perform these services at the present time.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board authorize UIS Programmable Services, Inc. to furnish and install monitoring equipment for the rain gauge at the Prospect Pointe sanitary lift station at a cost of \$2,685.00.

Roll call vote:

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

Nays: None

The motion carried.

**F. FIRE DEPARTMENT – PROMOTION TO CAPTAIN**

Shaun Bach has been a Lieutenant in the Fire Department for a year. He has successfully completed the Fire Officer One course, has met or exceeded expectations of carrying out his administrative duties, and has shown outstanding command leadership at emergency scenes. He is a member of the Washtenaw area Hazardous Materials team, and has attended other specialized training courses throughout the year. Fire Chief Garvin Smith and the other two captains are confident that Shaun is ready to meet the responsibilities of captain.

It was moved by McKinney, supported by Williams, that the Superior Charter Township Board concur with the recommendation from the Fire Chief and promote Shaun Bach to the rank of Captain as of January 1, 2006.

The motion carried unanimously.



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**G. BUDGET AMENDMENTS**

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board amend the following 2005 Budgets:

General Fund:

Increase the following line items:

101-550-864-000	AATA Services	\$ 12.00
101-247-702-000	Board of Review Salaries	500.00
101-411-703-000	ZBA Contract Services	500.00
101-265-920-050	Streetlights	2,709.00
101-101-727-050	Postage	2,600.00

Decrease the following line items:

101-890-890-000	Contingencies	\$ 4,320.00
101-101-900-050	Newsletter	1,388.00
101-258-980-000	Computer Equipment	613.00

Utility Fund:

Increase the following line items:

401-w	Water Sales	\$221,354.00
403	Penalty Income	4,000.00
420-Fees	Fees	15,000.00
420-LS	Lift Station Income	32.00
420-Mis	Other Miscellaneous Income	12,000.00
440-BA	Interest on Bank Accounts	55,285.00
550-W	Water Purchased	94,240.00
550-S	Sewer Purchased	133,516.00
603	Longevity	1,756.00
621	R&M – System	30,000.00
623	R&M – Lift Station	6,000.00
624	R&M – Vehicles & Garage	2,000.00
634	Professional Fees – Auditor	500.00
652	Transportation	3,000.00
671	Insurance & Bonds	1,500.00
712	Miscellaneous Expenses	300.00
810-CR	Transfer to Capital Reserves	96,120.00

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Decrease the following line items:

440-DI	Interest on Loans to Developer	\$ 1,402.00
601	Salaries	21,252.00
605	FICA	2,068.00
607	Health Insurance	17,039.00
609	Pension	4,304.00
631	Professional Fees-Engineer	10,000.00
635	Professional Fees-Other	1,000.00
641	Office Supplies	1,000.00
653	Employee Training	5,000.00
656	Miscellaneous Employee Expense	1,000.00

Sidestreet Maintenance Fund:

Increase the following line items:

220-000-699-000	Appropriation from Fund Balance	\$3,639.00
220-222-947-000	Project Cost-Washington Square Sign	3,639.00

Roll call vote:

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

Nays: None

The motion carried.

**11. PAYMENT OF BILLS**

It was moved by McKinney, supported by Caviston, that the bills be paid in the following amounts: Utility Fund - \$4,148.42 for a total of \$4,148.42.

The motion carried.

**12. PLEAS AND PETITIONS**

Green requested that the Township consider placing a street light at the corner of Geddes and Andover as the intersection is very dark.

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It was moved by McKinney, supported by Caviston, that the Clerk be directed to investigate the process of placing a street light at the corner of Geddes and Andover.

The motion carried.

**13. ADJOURNMENT**

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

The motion carried and the meeting adjourned at 8:35 p.m.

Respectfully submitted,

Kay Williams, Clerk