

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
FEBRUARY 8, 2012  
ADOPTED MINUTES  
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**1. CALL TO ORDER**

The special meeting of the Superior Charter Township Board was called to order by the Supervisor at 5:00 p.m. on February 8, 2012, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. ADOPTION OF AGENDA**

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

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

No minutes were approved.

**6. CITIZEN PARTICIPATION**

There were none.

**7. REPORTS**

There were none.

**8. COMUNICATIONS**

There were none.

**9. UNFINISHED BUSINESS**

There was none.

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**10. NEW BUSINESS**

**A. RESOLUTION NO. 2012-02, TO APPROVE THE CONSENT JUDGMENT BETWEEN THE CHARTER TOWNSHIP OF SUPERIOR AND CHARTER DEVELOPMENT COMPANY(NATIONAL HERITAGE ACADEMY),AND ROBERT H. SCHULTZ.**

Supervisor McFarlane described the proposed Consent Judgment with Charter Development Company, Robert H. Schultz and Superior Township. He said the Charter Development Company, otherwise known as National Heritage Academy, proposes to build a school at the southeast corner of Ridge Road and Geddes Rd. in a zoning district that does not allow schools. He said their application for a Certificate of Zoning Compliance was denied and subsequently, they filed a lawsuit. He said the Consent Judgment was negotiated to allow the school to be built in a manner that meets the Township's standards.

McKinney said the Heritage Academy school on Ford Rd. in Canton Township did a good job of stacking vehicles on the site. Jeff Chamberlain, representing Charter Development Company, said the proposed school in Superior Township is to be called South Pointe Scholars Charter Academy and will have an even better circulation pattern because there will be two entrances.

Green said he opposed charter schools in general because they take funding from public school but that for the sake of the process he would support the Consent Judgment.

McKinney asked about the enrollment process. Caviston asked about the waiting list. Chamberlain said there are 2000 students on the waiting list for all of the Heritage Schools in the area. He said the new school will enroll 750 students. He said the waiting list is not the only determinant of who gets into the school but it demonstrates to Charter Company that there is enough interest to support another school.

McFarlane offered a friendly amendment to the Resolution, authorizing the Supervisor and Clerk and/or the Township Attorney to sign the Consent Judgment.

The following Resolution was moved by McKinney and seconded by Green to adopt Resolution No. 2012-02 as amended.

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

**RESOLUTION NO. 2012-02**

**RESOLUTION TO APPROVE THE CONSENT JUDGMENT BETWEEN  
THE CHARTER TOWNSHIP OF SUPERIOR AND CHARTER DEVELOPMENT  
COMPANY, L.L.C. AND ROBERT H. SCHULTZ AND AUTHORIZING THE  
SUPERVISOR AND CLERK TO SIGN**

At a Special Meeting of the Township Board of Trustees of the Charter Township of Superior, Washtenaw County, Michigan, held at the Superior Township Hall on February 8, 2012 at 5:00 p.m., the following resolution was offered by McKinney and seconded by Green.

**WHEREAS:**

- A. Superior Township was advised by Charter Development Company, L.L.C. of their proposal to develop and operate a public school academy on 12.44 acres of land zoned A-2 (Agriculture) and PC (Planned Community) located at the southeast corner of the intersection of Ridge Road and Geddes Road in Superior Township, 3 acres of which is owned by Robert H. Schultz.
- B. Charter Development Company, filed an application with the Superior Township Building and Zoning Official for a Certificate of Zoning Compliance to use the subject parcel for a public school academy.
- C. The Superior Township Building and Zoning Official denied the application for a Certificate of Zoning Compliance finding that a public school academy is not an approved use in the A-2 and PC zoning districts.
- D. An actual controversy exists between Superior Township and Charter Development concerning the Township's jurisdiction as to the use and development of the subject parcel.
- E. Extensive discussions and negotiations with Charter Development and Robert H. Schultz could not resolve the controversy, resulting in Charter Development and Robert H. Schultz filing a lawsuit against Superior Township.
- F. After further extensive discussions and negotiations, Superior Township, Charter Development and Robert H. Schultz have reached a tentative agreement, the terms of which are contained within the proposed Consent Judgment.

**NOW, THEREFORE BE IT RESOLVED:**

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1. The Superior Township Board of Trustees has reviewed the terms and conditions of the proposed Consent Judgment and finds that if the Township enters into the Consent Judgment it will prevent further cost, expense and the uncertainty of a trail.
2. The Superior Township Board of Trustees hereby approves the proposed Consent Judgment between Superior Charter Township and Charter Development Company, L.L.C. and Robert H. Schultz, in substantially the form attached hereto and authorizes the Township Supervisor, Township Clerk and the Township Attorney to sign said Consent Judgment.
3. The Superior Township Board of Trustees authorizes the Township to take actions as outlined by the Consent Judgment.

Roll call vote:

Ayes: McFarlane, McKinney, Caviston, Green, Williams

Nays: None

Absent: Phillips

Abstain: Lewis

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

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**CHARTER DEVELOPMENT COMPANY, L.L.C.,**  
\_\_\_\_\_-CZ  
a Michigan Limited Liability Company

Case No: 11-

Hon. \_\_\_\_\_

**And**

**ROBERT H. SCHULTZ,**

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Plaintiffs,

vs.

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

Defendant.

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**CONSENT JUDGMENT**

At a session of said Court held in the Washtenaw County  
Courthouse in the City of Ann Arbor, Michigan on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

Present: Honorable \_\_\_\_\_

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PREAMBLE

Plaintiff Charter Development Company, L.L.C., a Michigan limited liability company (“Charter Development”) holds binding rights and interests in and to acquire the approximately 12.44 acres of land located at the southeast corner of the intersection of Ridge Road and Geddes Road, Superior Township, Washtenaw County, Michigan, as more fully described on attached **Exhibit A** (the “Subject Property”), which Subject Property Charter Development intends to develop and operate, or permit to be developed and operated, as a public school academy. The Subject Property is composed of the 9.44 acre “**Geddes Parcel**” and the 3.0 acre “Schultz Parcel”, as each is more particularly described on attached **Exhibit A**. The Geddes Parcel is zoned A-2 (Agricultural District) under the Zoning Ordinance of the Township.

Plaintiff Robert H. Schultz, a single man (“Schultz”), is the current owner of the approximately 112.47 acres of land located at the southeast corner of the intersection of Ridge Road and Geddes Road, Superior Township, Washtenaw County, Michigan, comprised of the Schultz Parcel, and the 109.47 acre “**Remainder Parcel**”, as more fully described on attached **Exhibit B**. The Schultz Parcel and the Remainder Parcel are zoned PC (Planned Community) under the Zoning Ordinance of the Township, and is subject to that certain planned community plan previously approved by the Township (the “**Amberwood Plan**”). Schultz intends to convey the Schultz Parcel to Charter Development, and retain the Remainder Parcel for future development in accordance with an amended planned community plan.

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Charter Development applied to the Township for a zoning compliance letter as to the Subject Property, which request was denied by the Township.

An actual controversy exists between Charter Development and the Township concerning the Township's jurisdiction as to the use and development of the Subject Property and application of MCL 380.1263(3), MSA 15.41263(e), and Charter Development and the Township desire to settle this lawsuit in accordance with the terms and conditions of this Consent Judgment, in order to avoid further cost and expense and the uncertainty of a trial, and to resolve their disputes relative to this matter.

An actual controversy exists between Schultz and the Township concerning the Planned Community plan known as the Amberwood Plan, and the development of the Remainder Parcel, and Schultz and the Township desire to settle this lawsuit in accordance with the terms and conditions of this Consent Judgment, in order to avoid further cost and expense and the uncertainty of a trial, and to resolve their disputes relative to this matter.

IT IS ORDERED, that the Subject Property may be developed, used and operated as a public school, including but not limited to as a public charter school.

IT IS FURTHER ORDERED, that Charter Development shall apply for any applicable permits and approvals from the Washtenaw County Road Commission, the Washtenaw County Water Resources Commission, and the Michigan Department of Environmental Quality.

IT IS FURTHER ORDERED, it is understood and agreed that pursuant to MCLA 380.1263(3), local governments generally have no authority to review and approve the

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use and development of public schools, or the plans and specifications for the construction, reconstruction or remodeling of school buildings used for instructional or non-instructional school purposes which are now or hereafter erected, constructed, installed, remodeled, or reconstructed on the Subject Property. By entering into this Consent Judgment, the Subject Property shall be subject to certain applicable Township Ordinances (as specifically provided herein) and its Engineering Standards Manual, to the extent not superseded by federal, state or county statutes, laws, or regulations, or otherwise waived or exempted by the terms of this Consent Judgment.

IT IS FURTHER ORDERED, that the Township and Charter Development agree as follows and shall diligently effectuate the following covenants and agreements in a timely manner; Charter Development's obligations hereunder are contingent upon its election to proceed with the development of the Subject Property:

1. The Township shall rezone the Subject Property to Public/Semi-Public Services (PSP). Further, the Township shall be enjoined from interfering with the plaintiffs' use of the Subject Property in a manner consistent with the provisions of this Consent Judgment.
2. The Township has determined that there are no regulated wetlands on the Subject Property per Township Ordinance No. 178.
3. Charter Development has delivered to the Township a package of civil engineering plans prepared by FTC&H, Project No. G110503 CD, dated January 11, 2012 (the "**Design Plans**", a copy of which is available at the Township Hall). The Township shall review the grading plans, the site



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demolition/soil erosion sediment control plan, and the site grading and drainage plan included in the Design Plans as sheets C102, C301 and C303, attached hereto as **Exhibit C-1 through C-3**, which Charter Development has submitted in connection with its application for permits, and as to soil erosion permits for site clearing, grading and storm drainage; the Township will issue approval letters to the Washtenaw County Water Resources Commission for the issuance of soil erosion permits for such work upon approval of the plans. The Township has conceptually approved the foregoing grading plans, site demolition/soil erosion sediment control plan, and site grading and drainage plan.

4. The Township shall have jurisdiction as to review and approval of public water improvements. Charter Development shall cause a twelve ( 12) inch diameter water service to be extended to the eastern property line of Subject Property by means of a public water main; Charter Development shall be responsible for all costs of installing the connection of its building to the public water system, and shall pay standard application fees, the actual cost of the Township's engineering review, and field inspection costs. Any application fees, Trunk and Transmission Fees, Availability Fees, Meter Fees and Tap Fees for which Charter Development will be responsible shall not exceed the Township's schedule of rates in effect as of the date of entry of this Consent Judgment, which anticipated fees are set forth and computed on **Exhibit D**. The contribution of \$45.00 per

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front foot for the future installation of water main along Ridge Road shall be reduced by the design, permitting and construction costs incurred by Charter Development as to any length of any water main actually installed by Charter Development in Ridge Road. Charter Development shall not commence construction of such water line improvements until the Township has reviewed and approved the water line plans and specifications; the Township shall promptly review and approve all such plans and specifications. The Township has approved the conceptual water system design improvements; the Township shall issue an approval letter to the State Bureau of Construction Review, Plan Review Division, as to domestic water service availability and connectivity, and a final letter as to Michigan Safe Drinking Water Act (Act 399) requirements, upon approval of construction plans.

5. The Township shall have jurisdiction as to review and approval of off-site sanitary sewer improvements. Charter Development shall install a privately owned and operated lift station and force main extending from the Subject Property to the public sanitary sewer system in the right-of-way of Ridge Road, subject to the Washtenaw County Road Commission permit approval; Charter Development shall be responsible for all costs of installing the connection of its building to the public sanitary sewer system, and shall pay standard application fees, the actual cost of the

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Township's engineering review, and field inspection costs. Any application fees, Trunk and Transmission Fees, Availability Fees, Meter Fees and Tap Fees for which Charter Development will be responsible shall not exceed the Township's schedule of rates in effect as of the date of entry of this Consent Judgment, which anticipated fees are set forth and computed on **Exhibit D**. Charter Development shall be responsible to ensure the proper maintenance and operation of the privately owned sanitary sewer lift station and force main, with the terms and conditions as set forth in **Exhibit D**. The Township has approved the conceptual sanitary sewer system design and improvements; the Township shall issue approval letters to the State Bureau of Construction Codes, Plan Review Division, as to sanitary sewer availability to the Subject Property, and for MDEQ Act 451, Part 41 permit issuance, upon approval of construction plans. Charter Development shall not commence construction of such sanitary sewer improvements until the Township has reviewed and approved the sanitary sewer plans and specifications; the Township shall review and approve all such plans and specifications. The Township shall apply to Washtenaw County Road Commission, on behalf of NHA, for a right-of-way construction permit for any portion of the approved system to be placed within the right-of-way.

6. The Township shall have jurisdiction as to review and approval of on-site storm sewer improvements. Charter Development shall where necessary

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construct connections to off-site storm improvements. Charter Development shall pay standard application fees, and actual engineering review and third party field inspection costs, and costs associated with issuance of a site stormwater permit by the Township, not to exceed the Township's schedule of rates in effect as of the date of entry of this Consent Judgment. The Township shall issue approval letters to the State as to storm sewer viability, and required State stormwater permits, upon approval of construction plans. Charter Development shall not commence construction of such stormwater improvements until the Township has reviewed and approved the stormwater plans and specifications; the Township shall review and approve all such plans and specifications.

7. The Township shall have jurisdiction as to the design and adequacy of fire and emergency access, and water capacity for fire suppression at the Subject Property. The Township shall issue an approval letter to the State Bureau of Construction Codes, Plan Review Division, as to the fire and emergency access consistent with the preliminary site plan attached hereto as **Exhibit E** (the "Site Plan"). It is however, understood and agreed that no building construction shall commence on the site until the Township has reviewed and approved the construction plans as to the fire suppression system and emergency access.
8. The Township has approved the conceptual landscape plan included in the Design Plans as sheets C601 and C602, attached hereto as **Exhibits C-4**

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**and C-5**, In addition to the trees shown on the Design Plans, Charter Development has agreed to plant an additional nine (9) trees, of the same size and type, on the berm along Geddes and Ridge Roads. The conceptual landscape plan contains the minimum required landscaping for the site. The final landscaping plan will reflect the additional nine (9) trees referenced herein.

9. The Township shall cooperate in limiting the number of pedestrian crossings at the intersection of Geddes Road and Ridge Road to one, with such crossing to be over Ridge Road, south of Geddes Road.
10. The Township shall cooperate with Charter Development and the Washtenaw County Road Commission as to driveway location and traffic control for the Subject Property, and the design and construction of any public road improvements.
11. Charter Development shall establish an escrow account in accordance with the Township's standard requirements, for the purpose of reimbursing the Township's reasonable and actual engineering and consulting expenses incurred for the Township's review and evaluation of Charter Development's water, sanitary sewer, grading, drainage and storm sewer applications, engineering drawings, landscaping, lighting, installation, construction, and drafting and review of this consent judgment. These escrows shall include, but not be limited to: engineering plan review; construction inspection review; planning consultant review; wetland

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administrator review and reasonable attorney fees. In addition, Charter Development shall post surety bonds or other security with the Township, as required by the applicable utility ordinance, which shall include, but not be limited to: Utility Repair Bond, 5% of the construction costs for all public utilities; prior to the Final Acceptance, the applicant will post a two-year Maintenance and Guarantee Bond in an amount equal to the full cost for the public improvements with the Township. The amount of these bonds or letters of credit will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer.

12. All applicable Township input and approvals as to the plans and specifications for or relating to the Subject Property shall remain subject to revision by Charter Development, to satisfy and meet requirements and modifications necessitated by other jurisdictional authorities, including but not limited to the State of Michigan Bureau of Construction Codes and Fire Safety, and the Washtenaw County Water Resources Commission. Prior to beginning construction on anything affected by such change(s), Charter Development shall notify the Township of such change(s).
13. The Township shall support, approve, and assist in processing a boundary adjustment and/or lot split consistent with the Site Plan. The Township shall also cooperate, at no expense to itself, with Charter Development in the application to remove the Subject Property, or portions thereof, from the State's PA 116 program.

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14. The Township shall issue a demolition permit for the residential home and accessory buildings and amenities located on the Subject Property, subject to the Township's ordinance(s) governing demolition.
15. Charter Development shall provide to the Township a survey and/or site plan which include the following: (a) topographic information, (b) location of constructed improvements, (c) as-built locations of sanitary sewer mains and lift stations, water mains, and storm water lines and basins, and (d) approximate delineation of the flood plain. Charter Development 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 Charter Development. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances. Owner/Applicant/Developer shall furnish As-Built Drawing plans in digital PDF and AutoCAD or Charter Development format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.

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16. Charter Development shall be permitted to install two signs, sized in accordance with the Township's Public/Semi-Public Services District (PSP) zoning, at its two driveway entrances, ten (10) feet off the road right of way. The size, design and placement of the signs are depicted on sheet C503 of the Design Plans, attached hereto as **Exhibit C-6**. If Charter Development chooses to change or modify the signs in any manner (i.e. use an electronic sign), all signs shall be designed, constructed, installed and maintained in accordance with Article 9 of the Superior Township Zoning Ordinance.
17. 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. and Saturday from 8:00 A.M. to 5:00 P.M. The Township's administrative staff 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.

IT IS FURTHER ORDERED, that Charter Development agrees to incorporate the following features and designs into its site development plan of the Subject Property, and the Township agrees that such features resolve all Township objections and comments on Charter Development's development and use of the Subject Property:



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1. Charter Development shall include in the site plan of the Subject Property an eight (8) foot wide non-motorized trail along the Geddes Road frontage as shown on the Site Plan.
2. Charter Development agrees that exterior building materials will not include horizontal vinyl or aluminum siding, and that architectural steel panels will not exceed thirty percent (30%) of the total exterior building area. Samples of possible but not required building exterior elevation are attached for informational purposes as **Exhibit F**.
3. Charter Development shall incorporate a twenty foot (20') wide buffer around the north and west perimeter of the Subject Property, together with buffer area berming (minimum 36" height) with landscaping as depicted on sheet C301 of the Design Plans, attached hereto as **Exhibit C-2**, subject to approval of the Washtenaw County Road Commission.
4. Light poles on the Subject Property will not exceed a height of thirty (30) feet measured from the pole base plate (the base plate shall be no higher than two feet (2') in height), and perimeter parking lot lighting photometrics shall meet the more restrictive standards for lumens at the perimeter contained in the Township Ordinance applicable to PSP Zoning Districts (Township Zoning Ord. 14.11.B.1) and the State of Michigan school standards. All pole-mounted fixtures shall be fully shielded as indicated in the Township's Zoning Ordinance section 14.11, B.1. From 10:00PM until 5:00AM, unless the school is in use, the pole-mounted

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lights will be turned off. The Township's Administrative staff will issue a waiver or permit to extend the allowable lighting hours upon receipt of a written request from Charter Development to do so, if such request is in response to a demonstrated security concern.

IT IS FURTHER ORDERED, that the Township and Schultz agree as follows and shall diligently effectuate the following covenants and agreements in a timely manner:

1. The Township shall support, approve, and assist in processing a boundary adjustment and/or lot split as to the Schultz Parcel and the Remainder Parcel. The Township shall also cooperate, at no expense to itself, with Schultz in the application to remove the Schultz Parcel from the State's PA 116 program.
2. The Amberwood Plan applicable to the Schultz Parcel and the Remainder Parcel is hereby terminated and released as to the Schultz Parcel, and is amended and restated as to the Remainder Parcel in the form attached hereto as **Exhibit G**.

IT IS FURTHER ORDERED, that the execution of this Consent Judgment by the Township and the plaintiffs, is limited to the specific facts and circumstances in this matter and to the willingness of the parties to resolve disputes between them through this Consent Judgment. Nothing contained herein may be used as precedent or prejudice against either Superior Charter Township or the plaintiffs in any other controversy, dispute, claim or action in which either of them may hereafter may become involved

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regardless of whether such matter is between Superior Charter Township and the plaintiffs or involving other entities, municipalities, schools or persons.

IT IS FURTHER ORDERED, that a certified copy of this Consent Judgment may be recorded with the office of the Register of Deeds.

IT IS FURTHER ORDERED, that this Consent Judgment shall be binding on all heirs, successors and assigns of the parties.

\_\_\_\_\_  
Circuit Court Judge

The undersigned on behalf of their respective clients hereby stipulate to the facts herein adjudged and consent to be bound by the terms of this Consent Judgment.

McSHANE & BOWIE, P.L.C.

LUCAS LAW, PC

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

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

\_\_\_\_\_  
Stephen M. Price (P45072)  
Attorneys for Plaintiff Charter Development

Frederick Lucas (P29074)  
Attorneys for Defendant

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Attorney for Plaintiff Schultz

Prepared by:  
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**EXHIBIT A  
PROPERTY DESCRIPTIONS**

**Subject Property**

COMBINED DESCRIPTION (AS SURVEYED):

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88 DEGREES 07 MINUTES 55 SECONDS EAST 841.95 FEET; THENCE SOUTH 02 DEGREES 32 MINUTES 09 SECONDS EAST 756.85 FEET TO POINT A; THENCE CONTINUING SOUTH 02 DEGREES 32 MINUTES 09 SECONDS EAST 42 FEET, MORE OR LESS, TO THE CENTERLINE OF FOWLER CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID EAST LINE, NORTH 02 DEGREES 32 MINUTES 09 SECONDS WEST 23 FEET TO POINT B, BEING NORTH 82 DEGREES 44 MINUTES 31 SECONDS WEST 172.50 FEET FROM POINT A; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 02 DEGREES 32 MINUTES 09 SECONDS WEST 89.37 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 36 SECONDS WEST 278.90 FEET TO THE CENTERLINE OF FOWLER CREEK; THENCE ALONG SAID CENTERLINE, NORTH 60 DEGREES 10 MINUTES 30 SECONDS WEST 108.96 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 55 SECONDS WEST 300.49 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 36; THENCE ALONG SAID NORTH-SOUTH 1/4 LINE, NORTH 02 DEGREES 35 MINUTES 09 SECONDS WEST 583.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.44 ACRES, MORE OR LESS.

**Geddes Parcel**

DESCRIPTION (AS FURNISHED BY TITLE COMMITMENT NUMBER 548898  
BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED AUGUST 15, 2011):

PARCEL 1 (TAX ITEM NO. J-10-36-100-003):

COMMENCING AT THE NORTH QUARTER POST OF SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTH 260 FEET ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION TO A POINT; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 290 FEET TO A POINT; THENCE NORTH PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 260 FEET TO THE NORTH LINE OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION, 290 FEET TO THE PLACE OF BEGINNING.

PARCEL 2 (TAX ITEM NO. J-10-36-100-004):

COMMENCING AT THE NORTH 1/4 CORNER, SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 36 AND THE CENTERLINE OF GEDDES ROAD NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 290.02 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE AND CENTERLINE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 381.84 FEET; THENCE SOUTH 2 DEGREES 17 MINUTES 15 SECONDS EAST 583.70 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 30 SECONDS WEST 671.44 FEET (PREVIOUSLY MEASURED AS 671.42 FEET), TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 36 AND THE CENTERLINE OF RIDGE ROAD; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE AND CENTERLINE NORTH 02 DEGREES 20 MINUTES 19 SECONDS WEST 323.69 FEET (PREVIOUSLY MEASURED AS NORTH 02 DEGREES 20 MINUTES 25 SECONDS WEST); THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 290.03 FEET (PREVIOUSLY MEASURED AS 290.02 FEET); THENCE NORTH 02 DEGREES 20 MINUTES 25 SECONDS WEST 260.02 FEET TO THE POINT OF BEGINNING.

ALSO:

COMMENCING AT THE NORTH 1/4 CORNER SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION AND THE CENTERLINE OF RIDGE ROAD, SOUTH 02 DEGREES 20 MINUTES 19 SECONDS EAST (PREVIOUSLY RECORDED AS SOUTH 02 DEGREES 20 MINUTES 25 SECONDS EAST) 583.71 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 300.49 FEET TO THE CENTERLINE OF FOWLER CREEK FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST 370.93 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; THENCE ALONG SAID EAST LINE SOUTH 02 DEGREES 17 MINUTES 15 SECONDS EAST 56.41 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 06 SECONDS WEST 278.90 FEET TO A POINT ON THE CENTERLINE OF FOWLER CREEK; THENCE ALONG SAID CENTERLINE NORTH 59 DEGREES 54 MINUTES 42 SECONDS WEST 108.94 FEET TO THE POINT OF BEGINNING.

**Schultz Parcel**

COMMENCING AT THE NORTH 1/4 CORNER, SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88°07'55" EAST 671.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°07'55" EAST 170.00 FEET; THENCE SOUTH 02°32'09" EAST 756.85 FEET TO POINT A; THENCE CONTINUING SOUTH 02°32'09" EAST 42.00 FEET, MORE OR LESS, TO THE CENTERLINE OF FOWLER CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID WEST LINE, NORTH 02°32'09" WEST 23.00 FEET, MORE OR LESS, TO POINT B, SAID POINT BEING NORTH 82°44'31" WEST 172.50 FEET FROM POINT A; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°32'09" WEST 729.49 FEET TO THE POINT OF BEGINNING.

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
FEBRUARY 8, 2012  
ADOPTED MINUTES  
PAGE 22**

**EXHIBIT B  
REMAINDER PARCEL DESCRIPTION**

**Remainder Parcel**

EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN. ALSO, THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, EXCEPTING AND RESERVING THEREFROM 10 ACRES OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 36 FOR 382.50 FEET FOR A POINT OF BEGINNING; THENCE RUNNING SOUTHERLY PARALLEL TO THE EAST LINE OF SAID SECTION 36 FOR 1089.00 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID SECTION 36 FOR 400.00 FEET; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID SECTION 36 FOR 1089.00 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE EASTERLY ALONG SAID NORTH LINE FOR 400.00 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 SECTION 36, TOWN 2 SOUTH, RANGE 7 EAST, WASHTENAW COUNTY, MICHIGAN.

EXCEPT COMMENCING AT THE NORTH 1/4 CORNER, SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 88°07'55" EAST 671.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°07'55" EAST 170.00 FEET; THENCE SOUTH 02°32'09" EAST 756.85 FEET TO POINT A; THENCE CONTINUING SOUTH 02°32'09" EAST 42.00 FEET, MORE OR LESS, TO THE CENTERLINE OF FOWLER CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID WEST LINE, NORTH 02°32'09" WEST 23.00 FEET, MORE OR LESS, TO POINT B, SAID POINT BEING NORTH 82°44'31" WEST 172.50 FEET FROM POINT A; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°32'09" WEST 729.49 FEET TO THE POINT OF BEGINNING.

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
FEBRUARY 8, 2012  
ADOPTED MINUTES  
PAGE 23**

**EXHIBIT C-1  
DESIGN PLANS**



**EXIST. SCHEDULE AND ESTIMATED COSTS**

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	DEMOLITION OF EXISTING CONCRETE	CU YD	100	100.00	10,000.00
2	DEMOLITION OF EXISTING BRICK	CU YD	50	100.00	5,000.00
3	DEMOLITION OF EXISTING STEEL	CU YD	20	100.00	2,000.00
4	DEMOLITION OF EXISTING ROOF	CU YD	10	100.00	1,000.00
5	DEMOLITION OF EXISTING FOUNDATION	CU YD	5	100.00	500.00
6	DEMOLITION OF EXISTING DRIVEWAY	CU YD	5	100.00	500.00
7	DEMOLITION OF EXISTING SIDEWALK	CU YD	5	100.00	500.00
8	DEMOLITION OF EXISTING CURB	CU YD	5	100.00	500.00
9	DEMOLITION OF EXISTING FENCE	CU YD	5	100.00	500.00
10	DEMOLITION OF EXISTING UTILITY	CU YD	5	100.00	500.00
11	DEMOLITION OF EXISTING SIGNAGE	CU YD	5	100.00	500.00
12	DEMOLITION OF EXISTING LANDSCAPING	CU YD	5	100.00	500.00
13	DEMOLITION OF EXISTING PAVING	CU YD	5	100.00	500.00
14	DEMOLITION OF EXISTING STRUCTURE	CU YD	5	100.00	500.00
15	DEMOLITION OF EXISTING DRIVEWAY	CU YD	5	100.00	500.00
16	DEMOLITION OF EXISTING SIDEWALK	CU YD	5	100.00	500.00
17	DEMOLITION OF EXISTING CURB	CU YD	5	100.00	500.00
18	DEMOLITION OF EXISTING FENCE	CU YD	5	100.00	500.00
19	DEMOLITION OF EXISTING UTILITY	CU YD	5	100.00	500.00
20	DEMOLITION OF EXISTING SIGNAGE	CU YD	5	100.00	500.00
21	DEMOLITION OF EXISTING LANDSCAPING	CU YD	5	100.00	500.00
22	DEMOLITION OF EXISTING PAVING	CU YD	5	100.00	500.00
23	DEMOLITION OF EXISTING STRUCTURE	CU YD	5	100.00	500.00
24	DEMOLITION OF EXISTING DRIVEWAY	CU YD	5	100.00	500.00
25	DEMOLITION OF EXISTING SIDEWALK	CU YD	5	100.00	500.00
26	DEMOLITION OF EXISTING CURB	CU YD	5	100.00	500.00
27	DEMOLITION OF EXISTING FENCE	CU YD	5	100.00	500.00
28	DEMOLITION OF EXISTING UTILITY	CU YD	5	100.00	500.00
29	DEMOLITION OF EXISTING SIGNAGE	CU YD	5	100.00	500.00
30	DEMOLITION OF EXISTING LANDSCAPING	CU YD	5	100.00	500.00
31	DEMOLITION OF EXISTING PAVING	CU YD	5	100.00	500.00
32	DEMOLITION OF EXISTING STRUCTURE	CU YD	5	100.00	500.00
33	DEMOLITION OF EXISTING DRIVEWAY	CU YD	5	100.00	500.00
34	DEMOLITION OF EXISTING SIDEWALK	CU YD	5	100.00	500.00
35	DEMOLITION OF EXISTING CURB	CU YD	5	100.00	500.00
36	DEMOLITION OF EXISTING FENCE	CU YD	5	100.00	500.00
37	DEMOLITION OF EXISTING UTILITY	CU YD	5	100.00	500.00
38	DEMOLITION OF EXISTING SIGNAGE	CU YD	5	100.00	500.00
39	DEMOLITION OF EXISTING LANDSCAPING	CU YD	5	100.00	500.00
40	DEMOLITION OF EXISTING PAVING	CU YD	5	100.00	500.00
41	DEMOLITION OF EXISTING STRUCTURE	CU YD	5	100.00	500.00
42	DEMOLITION OF EXISTING DRIVEWAY	CU YD	5	100.00	500.00
43	DEMOLITION OF EXISTING SIDEWALK	CU YD	5	100.00	500.00
44	DEMOLITION OF EXISTING CURB	CU YD	5	100.00	500.00
45	DEMOLITION OF EXISTING FENCE	CU YD	5	100.00	500.00
46	DEMOLITION OF EXISTING UTILITY	CU YD	5	100.00	500.00
47	DEMOLITION OF EXISTING SIGNAGE	CU YD	5	100.00	500.00
48	DEMOLITION OF EXISTING LANDSCAPING	CU YD	5	100.00	500.00
49	DEMOLITION OF EXISTING PAVING	CU YD	5	100.00	500.00
50	DEMOLITION OF EXISTING STRUCTURE	CU YD	5	100.00	500.00

**KEY**

NO.	DESCRIPTION
54	DEMOLITION OF EXISTING CONCRETE
56	DEMOLITION OF EXISTING BRICK
57	DEMOLITION OF EXISTING STEEL
20	DEMOLITION OF EXISTING ROOF
33	DEMOLITION OF EXISTING FOUNDATION

**NOTES:**

1. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
2. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
3. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
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17. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
18. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
19. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
20. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:

**SITE DEMOLITION / SESC PLAN**

**Legend:**

- DEMOLITION OF EXISTING CONCRETE
- DEMOLITION OF EXISTING BRICK
- DEMOLITION OF EXISTING STEEL
- DEMOLITION OF EXISTING ROOF
- DEMOLITION OF EXISTING FOUNDATION
- DEMOLITION OF EXISTING DRIVEWAY
- DEMOLITION OF EXISTING SIDEWALK
- DEMOLITION OF EXISTING CURB
- DEMOLITION OF EXISTING FENCE
- DEMOLITION OF EXISTING UTILITY
- DEMOLITION OF EXISTING SIGNAGE
- DEMOLITION OF EXISTING LANDSCAPING
- DEMOLITION OF EXISTING PAVING
- DEMOLITION OF EXISTING STRUCTURE

**Scale:** 1" = 20'

**North Arrow:** NORTH

**South Pointe Scholars Charter Academy**  
10550 Geddes Road  
Superior Township, Ypsilanti, MI 48198

**fiCh**  
ENGINEERS  
SCIENTISTS  
ARCHITECTS  
CONTRACTORS

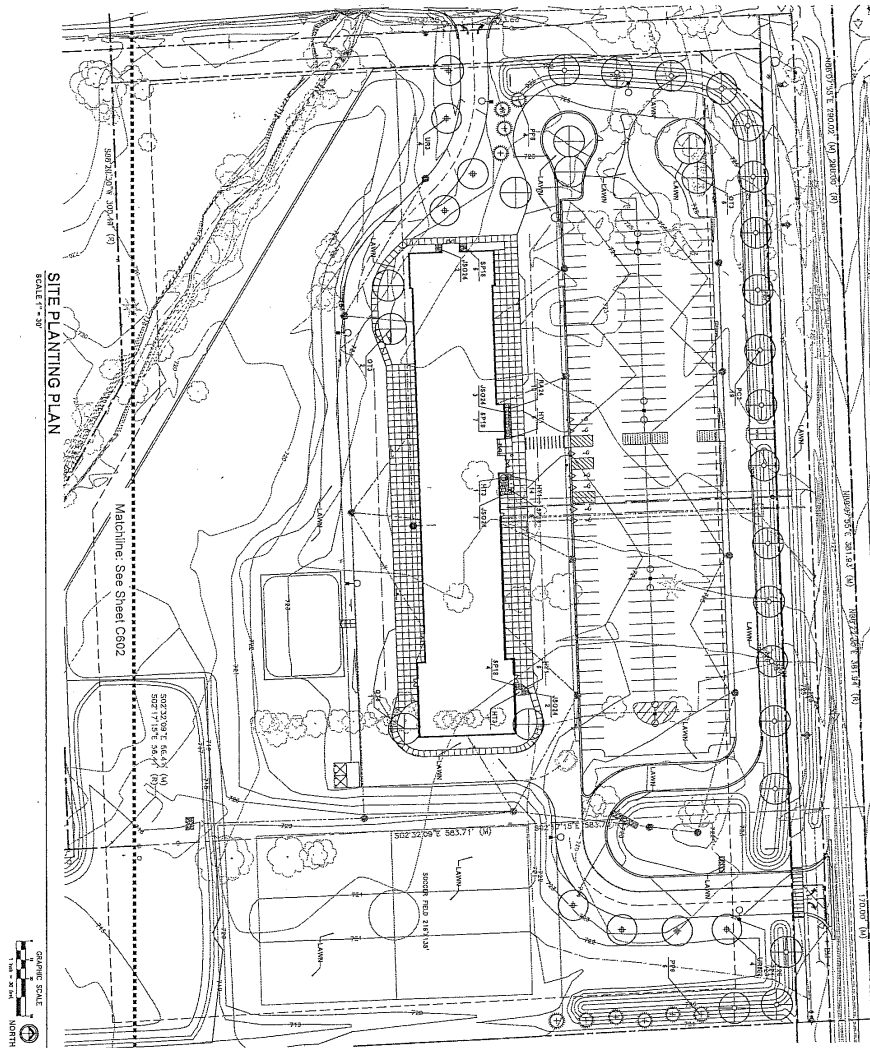
**C102**







**EXHIBIT C-4  
DESIGN PLANS**



**GENERAL PLANTING NOTES:**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.
10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.

**PLANT MIX**

ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.

**GENERAL GROUNDING NOTES:**

ALL GROUNDING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.

**MULCH**

ALL MULCH SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.

**TOPSOIL**

ALL TOPSOIL SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.

**PLANT KEY**

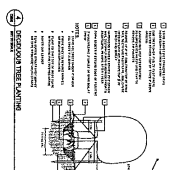
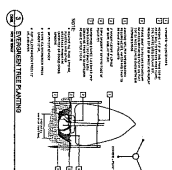
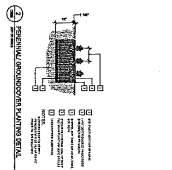
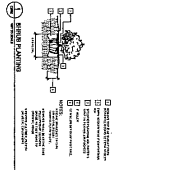
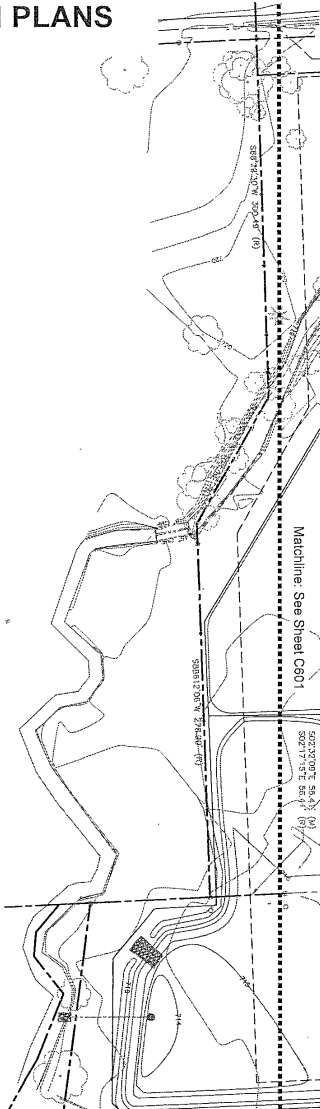
ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN LANDSCAPE ARCHITECTURE BOARD'S (MLA) BEST MANAGEMENT PRACTICES (BMP) MANUAL.

<p><b>C601</b></p> <p>1/10/2012</p> <p>1/10/2012</p> <p>1/10/2012</p>	<p><b>National Heritage Academies</b></p>	<p><b>South Pointe Charter Academy</b></p> <p>10550 Geddes Road Superior Township, MI 48198</p>
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<p><b>firesh</b></p> <p>ENGINEERS ARCHITECTS CONSULTANTS</p>	<p><b>firesh</b></p>	<p><b>firesh</b></p>
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EXHIBIT C-5  
 DESIGN PLANS

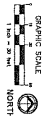
SITE PLANTING PLAN  
 SCALE 1" = 30'



**PLANTLIST**

NO.	SYM.	COMMON BOTANICAL NAME	SIZE	SPEC.
1	011	Japanese Weeping Spruce	7' x 4"	SA8
2	012	Japanese Weeping Spruce	7' x 4"	SA8
3	013	Japanese Weeping Spruce	7' x 4"	SA8
4	014	Japanese Weeping Spruce	7' x 4"	SA8
5	015	Japanese Weeping Spruce	7' x 4"	SA8
6	016	Japanese Weeping Spruce	7' x 4"	SA8
7	017	Japanese Weeping Spruce	7' x 4"	SA8
8	018	Japanese Weeping Spruce	7' x 4"	SA8
9	019	Japanese Weeping Spruce	7' x 4"	SA8
10	020	Japanese Weeping Spruce	7' x 4"	SA8
11	021	Japanese Weeping Spruce	7' x 4"	SA8
12	022	Japanese Weeping Spruce	7' x 4"	SA8
13	023	Japanese Weeping Spruce	7' x 4"	SA8
14	024	Japanese Weeping Spruce	7' x 4"	SA8
15	025	Japanese Weeping Spruce	7' x 4"	SA8
16	026	Japanese Weeping Spruce	7' x 4"	SA8
17	027	Japanese Weeping Spruce	7' x 4"	SA8
18	028	Japanese Weeping Spruce	7' x 4"	SA8
19	029	Japanese Weeping Spruce	7' x 4"	SA8
20	030	Japanese Weeping Spruce	7' x 4"	SA8
21	031	Japanese Weeping Spruce	7' x 4"	SA8
22	032	Japanese Weeping Spruce	7' x 4"	SA8
23	033	Japanese Weeping Spruce	7' x 4"	SA8
24	034	Japanese Weeping Spruce	7' x 4"	SA8
25	035	Japanese Weeping Spruce	7' x 4"	SA8
26	036	Japanese Weeping Spruce	7' x 4"	SA8
27	037	Japanese Weeping Spruce	7' x 4"	SA8
28	038	Japanese Weeping Spruce	7' x 4"	SA8
29	039	Japanese Weeping Spruce	7' x 4"	SA8
30	040	Japanese Weeping Spruce	7' x 4"	SA8

NOTE: CONTRACTOR TO VERIFY ALL PLANT QUANTITIES WITH ARCHITECT PRIOR TO PROCEEDING.



GRAPHIC SCALE  
 0 15 30  
 FEET

**GENERAL GRADING NOTES:**

- 1. ALL EXISTING AND PROPOSED GRADING SHALL BE SHOWN ON THE GRADING PLAN.
- 2. ALL EXISTING AND PROPOSED GRADING SHALL BE SHOWN ON THE GRADING PLAN.
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**GENERAL PLANTING NOTES:**

- 1. ALL PLANTING SHALL BE SHOWN ON THE PLANTING PLAN.
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**PLANT MIX:**

- 1. ALL PLANTING SHALL BE SHOWN ON THE PLANTING PLAN.
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- 10. ALL PLANTING SHALL BE SHOWN ON THE PLANTING PLAN.



**C602**

**South Pointe Charter Academy**  
 10550 Geddes Road  
 Superior Township, MI 48198

**fitch**  
 ENGINEERS  
 SCIENTISTS  
 ARCHITECTS  
 CONSTRUCTORS

**National Heritage Academies**

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
FEBRUARY 8, 2012  
ADOPTED MINUTES  
PAGE 28**

**EXHIBIT C-6  
DESIGN PLANS**

**Entrance Signage**

**Entrance Signage**

**National Heritage Academies**

**National Heritage Academies**

**National Heritage Academies**

**National Heritage Academies**

**Door Signage**

**National Heritage Academies**

**South Pointe Scholars  
Charter Academy**

10550 Gaddes Road  
Superior Township, Ypsilanti, MI 48198

**frch**

ENGINEERS  
SCIENTISTS  
ARCHITECTS  
CONSTRUCTORS

**C503**

PROJECT NO. 11059000

DATE: 1/2012

SCALE: AS SHOWN

BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
FEBRUARY 8, 2012  
ADOPTED MINUTES  
PAGE 29**

**EXHIBIT D  
UTILITIES, ENGINEERING AND OTHER SPECIFICATIONS**

**WATER & SEWER CONNECTION FEE CALCULATIONS**

USE FACTOR DESIGNATION: School - 600 Elementary Students  
- 150 Middle School Students

**T & T FEES:**

Unit Use Factor = 600 Elementary @ .012 REU per Student  
150 Middle School @ .020 REU per Student  
Base REU Rate Water = \$5,000.00  
Base REU Rate Sewer = \$5,500.00

Formula: (Base Rate X Unit Use Factor) = T & T Fee

**Water Calculations:**

600 Elementary Students X .012 Unit Use Factor X \$5,000 = \$36,000.00  
150 Middle School Students X .020 Unit Use Factor X \$5,000 = \$15,000.00

**Sewer Calculations:**

600 Elementary Students X .012 Unit Use Factor X \$5,500 = \$39,600.00  
150 Middle School Students X .020 Unit Use Factor X \$5,500 = \$16,500.00

**Total Trunk and Transmission Fee = \$107,100.00**

**AVAILABILITY FEES:**

Water = \$45.00 per front foot  
Calculations are based on 70 feet of frontage on Geddes Road  
and 45 feet of frontage on Ridge Road, for a total of 115 feet of frontage.

115 Feet of Frontage X \$45.00 per Front Foot = \$5,175.00

**Total Water Availability Fee = \$ 5,175.00**

**METER FEE**

Based on Meter Size - Unknown at this time

To Be Determined  
Based on Actual  
Meter Size & Cost

**TAP FEE:**

N/A - Done by Developer's Contractor

**\$ 0.00**

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**PER AGREEMENT: CONSENT JUDGEMENT**

Developer will contribute \$45.00 per front foot for the future installation of water main along Ridge Road frontage.

538 Feet X \$45.00 per Foot = \$24,210.00

Total Water Main Installation = \$24,210.00

GRAND TOTAL CONNECTION FEES \$136,485.00,  
plus Meter Cost

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On-Site Privately Owned Sanitary Sewer Lift Station and Force Main

The Petitioner, in improving, constructing, erecting and installing the sewage lift station and all appurtenances including, but not limited to, the associated force main, service leads and sewer mains, pumps and access ways, shall comply with all Superior Charter Township codes, ordinances, standards and requirements and State and Federal laws. The Petitioner shall also comply with all requirements of, and obtain all approvals and permits required from all applicable governmental agencies, including, but not limited to, the Superior Charter Township's Ordinances and Codes and other applicable governmental agencies with respect thereto. The sewage lift station, and all appurtenances improved, constructed, erected and installed by the Petitioner with respect thereto, shall be owned by and remain the property of the Petitioner.

The Petitioner shall be responsible for the operation and maintenance of the private lift station and force main, including any service leads with respect to the sewage lift station to a point of connection with the public sewage collection system. The Superior Township Utility Department will require the installation of a telemetry system at the lift station as required by The Superior Charter Township Engineering Standards Manual. The Superior Township Utility Department will monitor the operation of the lift station to ensure the public health, safety and welfare as they are necessary to properly facilitate the disposal of sanitary sewage from the property described as \_\_\_\_\_.

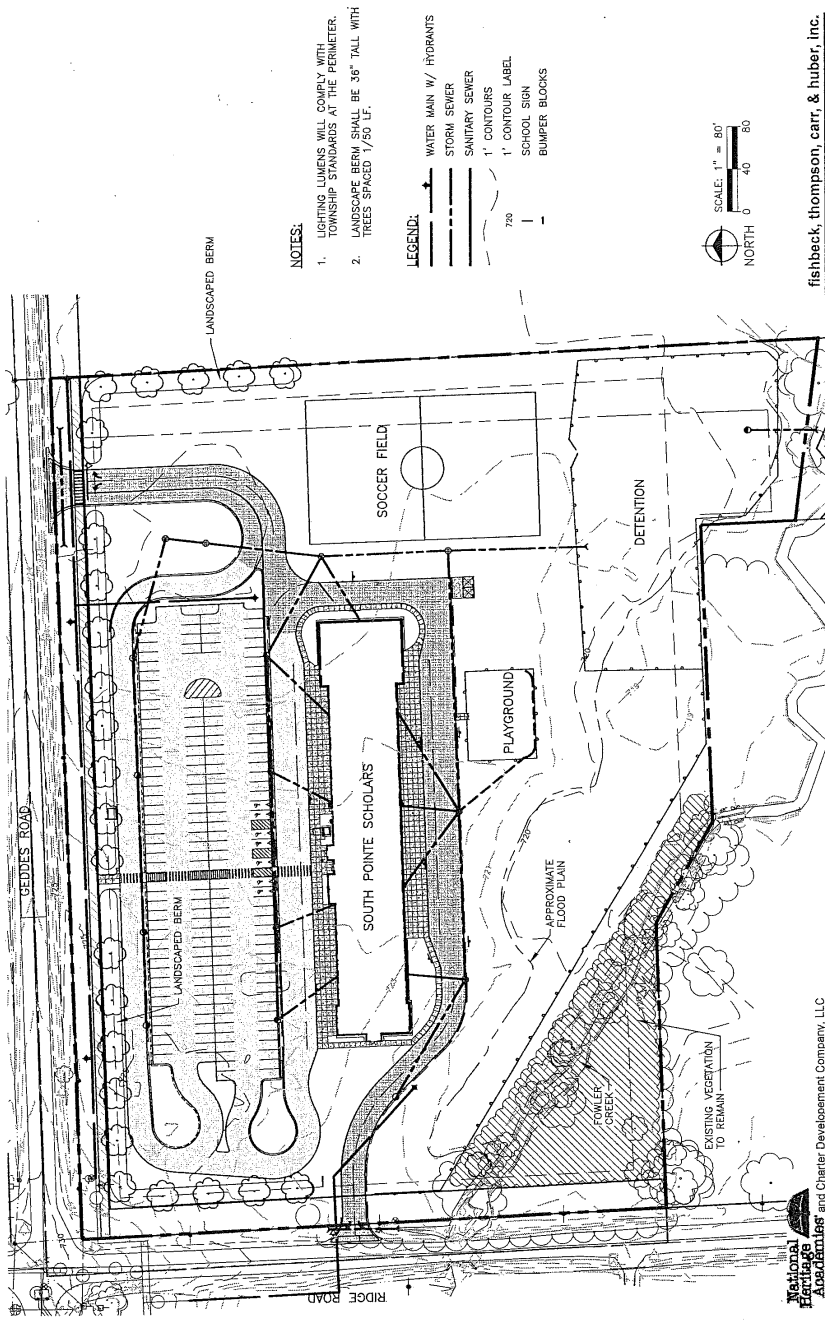
If, in the professional opinion of the Superior Township Utility department, the operation and maintenance of the station is not adequate to ensure the public health, safety and welfare, the township will take action to address the deficiencies of operation and maintenance with all costs becoming the responsibility of the owners of the property.

In the event the Superior Township Utility Department has taken action to address deficiencies in the operation and/or maintenance of the sewer lift station and/or force main, a bill for the costs of the action will be created and forwarded to the Owner for payment to the Superior Township Utility Department within 24 days from the date of the bill. All unpaid balances will be collected through all legal avenues available.

If, at any point in the future, a community lift station (either public or privately owned, but operated by the Township) and force main system or gravity sewer becomes available to \_\_\_\_\_ the Petitioner shall design, construct and pay normal and reasonable costs to redirect the flow into the alternate facilities. The Petitioner shall also pay normal and reasonable costs associated with the operation of any lift station and force main system proportionate to its use.

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**EXHIBIT E  
SITE PLAN**

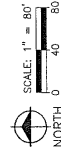


**NOTES:**

1. LIGHTING LUMENS WILL COMPLY WITH TOWNSHIP STANDARDS AT THE PERIMETER.
2. LANDSCAPE BERM SHALL BE 36" TALL WITH TREES SPACED 1/80 FT.

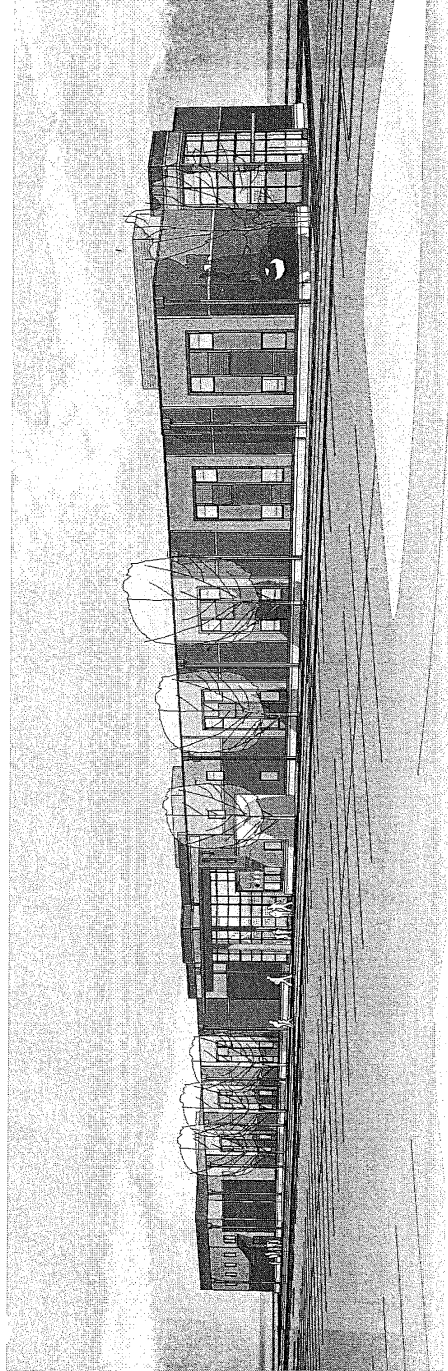
**LEGEND:**

- WATER MAIN W/ HYDRANTS
- - - STORM SEWER
- - - SANITARY SEWER
- - - 1' CONTOURS
- - - 720
- - - 1' CONTOUR LABEL
- - - SCHOOL SIGN
- - - BUMPER BLOCKS





**EXHIBIT F  
SAMPLE EXTERIOR ELEVATION**



National  
Heritage  
Academies

South Pointe Scholars Academy | Superior Township School

Preliminary Exterior Views

fic&h

December 14, 2011 | Project # 1079100

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**EXHIBIT G  
AMENDED AMBERWOOD PLAN**



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11. **PAYMENT OF BILLS**

There were no bills for payment.

12. **PLEAS AND PETITIONS**

There were none.

13. **ADJOURNMENT**

It was moved by Green, supported by Caviston, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 5:18 p.m.

Respectfully submitted,

Deborah Kuehn, Recording Secretary

William McFarlane, Supervisor