



# City of Ann Arbor

301 E. Huron St.  
Ann Arbor, MI 48104  
<http://a2gov.legistar.com/Calendar.aspx>

## Master

**File Number: 11-0931**

|  |  |                                       |
|--|--|---------------------------------------|
| <b>File ID:</b> 11-0931                                    | <b>Type:</b> Resolution/Public Hearing | <b>Status:</b> Passed                 |
| <b>Version:</b> 1  | <b>Reference:</b>                      | <b>Controlling Body:</b> City Council |
| <b>* Requester:</b> Community Services                     |  | <b>File Created Date :</b> 09/19/2011 |
| <b>* File Name:</b> 9/19/11 Annexation of Township Islands |  | <b>Final Action:</b> 09/19/2011       |

**Title:** Resolution to Direct City Staff to Begin the Process of Annexing Clusters of Township Properties within the City's Ultimate Boundary Area

**Notes:**

**Agenda Date:** 09/19/2011

**Agenda Number:** DS-10

**Sponsors:**

**Enactment Date:** 09/19/2011

**Attachments:** Annexreport8.pdf, AA-AA Twp Policy Statement - 1st Amendment.pdf, AA-AA Twp Policy Statement.pdf, AA-Pittsfield Twp Policy Statement.pdf, AA-Scio Twp Promulgation of Annexation Plcy.pdf, TownshipsParcelMap\_06-07-11.jpg

**Enactment Number:** R-11-406

**Drafter/Contact:** Jeff Kahan

**Hearing Date:** 09/19/2011

**\* Admin/Mgr:** Sumedh Bahl

**Effective Date:**

### History of Legislative File

| Ver- sion: | Acting Body:  | Date:      | Action:         | Sent To: | Due Date: | Return Date: | Result: |
|------------|---|------------|-----------------|----------|-----------|--------------|---------|
| 1          | City Council  | 09/19/2011 | Held and Closed |          |           |              |         |
|            | <b>Notes:</b> <i>A public hearing was conducted on the proposed Resolution to Direct City Staff to Begin the Process of Annexing Clusters of Township Properties within the City's Ultimate Boundary Area. Notice of public hearing was published September 15, 2011.</i> |            |                 |          |           |              |         |
|            | <i>Thomas Partridge, City resident, spoke in opposition to the proposed resolution.</i>   |            |                 |          |           |              |         |
|            | <i>There being no further comment, the Mayor declared the hearing closed.</i>   |            |                 |          |           |              |         |
| 1          | City Council  | 09/19/2011 | Approved        |          |           |              | Pass    |

### Text of Legislative File 11-0931

Resolution to Direct City Staff to Begin the Process of Annexing Clusters of Township Properties within the City's Ultimate Boundary Area

Attached is a resolution to direct City Staff to begin a strategic process to annex clusters of township properties within the City's ultimate boundary area. Annexation of

these township “islands” will promote more efficient provision of public services.

A committee of city staff representing all service areas has been working to develop a strategic process of gradually annexing clusters of township islands from Ann Arbor, Pittsfield, and Scio Townships. The attached memorandum contains the committee’s findings.

The committee recommended that City Council approve the following steps to undertake the annexation process:

- Initiate the annexation of properties owned by utility companies and, where warranted, of publicly owned lands within the ultimate boundary area
- Begin the strategic process of annexing clusters of township islands into the City in accordance with the staff analysis
- Where feasible, annex township island properties through mutually agreeable boundary adjustments consistent with the township boundary agreements

Attachments: 6/13/11 Memo to Council

Prepared By: Jeff Kahan, City Planner

Reviewed By: Wendy L. Rampson, Planning Manager and Sumedh Bahl, Community Services Administrator

Whereas, Boundary agreements between the City and Ann Arbor, Pittsfield and Scio Townships have established the ultimate City boundaries between the City and each of the Townships;

Whereas, Approximately 550 township properties exist within the City’s ultimate boundary area;

Whereas, Duplication of a number of municipal services to township “islands” exists within the City’s ultimate boundary area;

Whereas, It is in the City’s best interest to identify and promote the efficient provision of public services;

Whereas, It is in the City’s best interest to develop a strategic process to plan for and provide public services to those locations in the City’s ultimate boundary area that currently do not receive public services;

Whereas, The boundary agreement between the City and Ann Arbor Township states that the Township will not contest City-initiated annexations after December 31, 2007; and

Whereas, Agreements between the City and Pittsfield and Scio Townships do not

preclude the City from initiating annexation of Pittsfield and Scio Township parcels within the City's ultimate boundary area;

RESOLVED, City Council hereby directs City staff to initiate the annexation of properties owned by utility companies and, where warranted, of publicly owned lands within the ultimate boundary area;

RESOLVED, City Council hereby directs City staff to begin the strategic process of annexing clusters of township islands into the City in accordance with the staff analysis;

RESOLVED, Where feasible, City Council will seek to annex township island properties through mutually agreeable boundary adjustments consistent with the aforementioned boundary agreements; and

RESOLVED, That by January 1, 2013, City staff shall report to City Council on the progress and on the impacts of strategic annexation of township island properties.

FIRST AMENDMENT TO  
POLICY STATEMENT  
BETWEEN  
CITY OF ANN ARBOR  
AND  
ANN ARBOR CHARTER TOWNSHIP

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48104 ("City") and Ann Arbor Charter Township, a Michigan municipal corporation, with offices at 3792 Pontiac Trail, Ann Arbor, Michigan 48105 ("Township") agree to amend the Policy Statement executed by the parties on February 1, 1994, as follows:

1) Article I, Paragraph H, is amended to read as follows:

H. Property which is developed and occupied on ~~the date of this agreement~~ February 1, 1994, in areas B through D may connect to City sewers or City water without immediate annexation upon condition that the owner sign an agreement which includes the following:

1. The owner agrees to do all things necessary to have the property annexed to the City of Ann Arbor within five years from the date of connection to the City water or sewer or by December 31, 2007, whichever comes first.
2. The owner agrees to pay the City the same rates as Township residents pay for sewer or water service after connection to a City sewer or water main but before annexation to the City and to comply with all City ordinances and regulations regarding the use of City water and sanitary sewer.
3. The owner agrees to pay the proportionate cost of the water or sewer main which serves the property at the time of connection in the same amount and on the same terms as would be required of City residents, and agrees to pay all connection and meter set charges for water and sewer in the same amount and on the same terms as required of City residents.
4. The City may include such lawful terms in the agreement as it deems appropriate to enforce the condition that the owner of the property seek to have it annexed within the time stated in sub-paragraph 1 above. The Township will not intervene on behalf of property owners who do not comply with their agreement to pursue and complete annexation to the City.

2) Exhibit A-1 is amended to depict correctly the legal description in Exhibit A-2 as shown on attached First Amended Exhibit A-1. No change is made to Exhibit A-2.

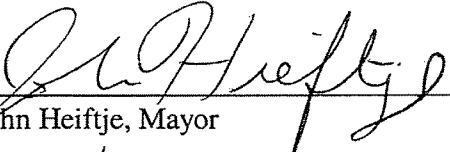
All terms, conditions and provisions of the original Policy Statement executed by the parties on February 1, 1994, unless specifically amended above, apply to this amendment and are made a part

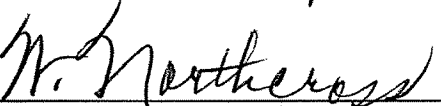
of this amendment as though expressly rewritten, incorporated and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this Oct. 22, 2004.

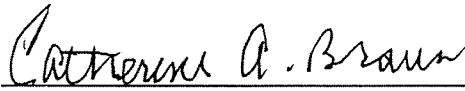
**For City of Ann Arbor**

  
\_\_\_\_\_  
John Heiftje, Mayor

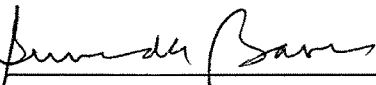
  
\_\_\_\_\_  
M. Nothross,  
Interim City Clerk

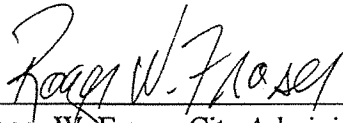
**For Ann Arbor Charter Township**

  
\_\_\_\_\_  
Michael C. Moran, Supervisor

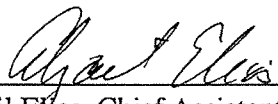
  
\_\_\_\_\_  
Catherine A. Braun, Clerk

Approved as to substance

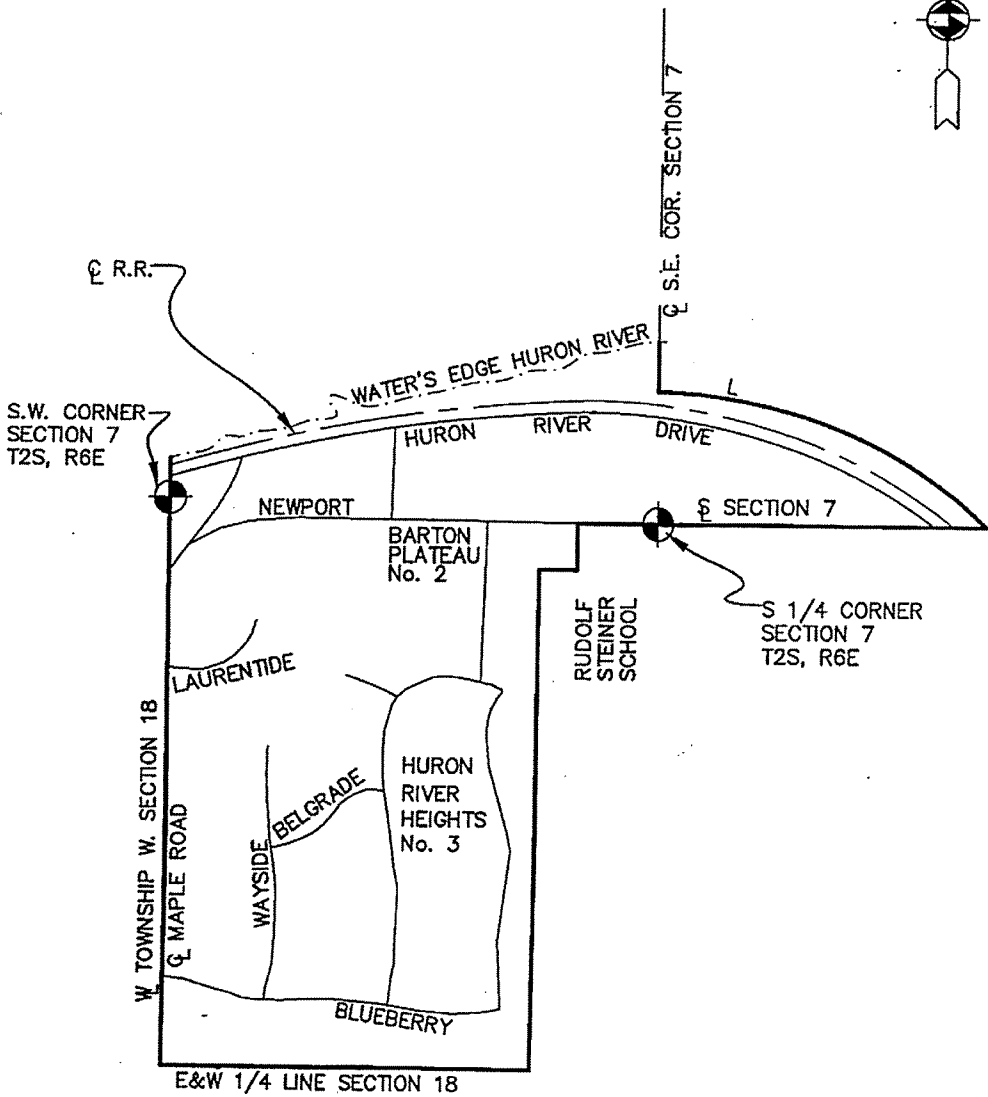
  
\_\_\_\_\_  
for Sue F. McCormick, Public Services Area  
Administrator

  
\_\_\_\_\_  
Roger W. Fraser, City Administrator

Approved as to form

  
\_\_\_\_\_  
Abigail Elias, Chief Assistant City Attorney

# FIRST AMENDED EXHIBIT A-1



CLIENT: ANN ARBOR CHARTER TOWNSHIP

PROJECT NO. 84540-01

FILE 05793 2S6E 7

LEGAL DESCRIPTION OF TOWNSHIP  
LIMITS IN SECTIONS 7 & 18

*[Signature]* 10.30.03

REGISTERED LAND SURVEYOR NO. 49352



|                      |                      |
|----------------------|----------------------|
| DRAWING NOT TO SCALE |                      |
| DRAWN                | PVS                  |
| DATE                 | 12-17-93             |
| CHECKED              | CRO                  |
| REVISED              | REMOVED SCHOOL       |
| DATE                 | 1-10-94              |
| CHECKED              | CRO                  |
| REV:                 | 10/28/03 FRZ CERTIFY |
| SHEET                | 1 OF 2               |



**Ayres, Lewis, Norris & May, Inc.**  
Engineers • Planners • Surveyors

3959 RESEARCH PARK DRIVE ANN ARBOR, MICHIGAN 48108  
(734) 761-1010


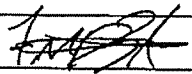
## EXHIBIT A-2

DESCRIPTION OF A LINE BETWEEN PORTIONS OF ANN ARBOR TOWNSHIP AND THE CITY OF ANN ARBOR FOR THE PURPOSE OF DEFINING LIMITS OF ANNEXATION.

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, ANN ARBOR TOWNSHIP, TOWNSHIP 2 SOUTH, RANGE 6 EAST, WASHTENAW COUNTY, STATE OF MICHIGAN AND THE NORTHERLY RIGHT OF WAY LINE OF THE CONRAIL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, SECTION 7; THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 AND CENTERLINE OF NEWPORT ROAD 492.60 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE SCHOOL PROPERTY 373 FEET; THENCE WESTERLY ALONG SAID SCHOOL PROPERTY AND PARALLEL TO SAID SOUTH LINE OF SECTION 7 192 FEET TO THE EASTERLY LINE OF BARTON PLATEAU SUBDIVISION No. 2, AS RECORDED IN LIBER 19 OF PLATS, PAGES 33 & 34, WASHTENAW COUNTY RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION 446.98 FEET TO THE NORTHEAST CORNER OF HURON RIVER HEIGHTS SUBDIVISION No. 3, AS RECORDED IN LIBER 18 OF PLATS, PAGES 13 & 14, WASHTENAW COUNTY RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT 275.41 FEET NORTH OF THE EAST & WEST 1/4 LINE OF SAID SECTION 18; THENCE CONTINUING SOUTH 275.41 FEET; THENCE WEST ALONG SAID EAST & WEST 1/4 LINE 165.96 FEET; THENCE CONTINUING WEST ALONG SAID 1/4 LINE AND THE SOUTH LINE OF SAID HURON RIVER HEIGHTS SUBDIVISION No. 3 326.54 FEET; THENCE CONTINUING WEST ALONG SAID 1/4 LINE AND THE SOUTH LINE OF HURON RIVER HEIGHTS SUBDIVISION No. 2 AS RECORDED IN LIBER 16 OF PLATS, PAGES 24 & 25, WASHTENAW COUNTY RECORDS 1603.09 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 ( ALSO BEING THE WEST LINE OF ANN ARBOR TOWNSHIP) AND CENTERLINE OF MAPLE ROAD TO A POINT 209 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 18 TO A POINT WHERE MAPLE ROAD DEFLECTS TO THE NORTHEAST; THENCE CONTINUING NORTH 209 FEET ALONG THE WEST LINE OF SAID SECTION 18 AND THE WEST LINE OF ANN ARBOR TOWNSHIP; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7 (ALSO BEING THE WEST LINE OF ANN ARBOR TOWNSHIP) TO THE WATER'S EDGE OF THE HURON RIVER; THENCE EASTERLY ALONG SAID WATER'S EDGE TO THE NORTH & SOUTH 1/4 OF SAID SECTION 7; THENCE SOUTH ALONG SAID NORTH & SOUTH 1/4 LINE TO THE NORTHERLY LINE OF THE CONRAIL RAILROAD ALSO BEING THE POINT OF BEGINNING. BEING A PART OF THE SOUTHEAST AND SOUTHWEST 1/4'S OF SAID SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 18, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

CLIENT: ANN ARBOR CHARTER TOWNSHIP

PROJECT NO. 84540-01

|                                    |  |   |                      |                           |
|------------------------------------|--|---|----------------------|---------------------------|
| FILE 05793 2S6E 7                  | LEGAL DESCRIPTION OF TOWNSHIP LIMITS IN SECTIONS 7 & 18                                      |  | DRAWING NOT TO SCALE |                           |
|                                    |  10.30.03 |   | DRAWN   PVS          | DATE   12-17-93           |
| REGISTERED LAND SURVEYOR NO. 49352 |  | REVISER   REMOVED SCHOOL  |                      | DATE   1-10-94            |
|                                    |  | CHECKED   CRO   |                      | REV: 10/28/03 FRZ CERTIFY |
|                                    |  | SHEET   1 OF 2  |                      |                           |



**Ayres, Lewis, Norris & May, Inc.**  
Engineers • Planners • Surveyors

3959 RESEARCH PARK DRIVE ANN ARBOR, MICHIGAN 48108  
(734) 761-1010

POLICY STATEMENT  
BETWEEN CITY OF ANN ARBOR  
AND  
ANN ARBOR CHARTER TOWNSHIP

PROMULGATION OF POLICIES

The City of Ann Arbor, a Michigan municipal corporation, with its main office located at 100 N. Fifth Avenue, Ann Arbor, Michigan 48104 (hereinafter the "City") and Ann Arbor Charter Township, a Michigan municipal corporation with its main office located at 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (hereinafter the "Township") hereby state that for the purpose of furthering the common welfare, they are promulgating policies set forth below and declare their intentions to abide by those policies in their exercise of their governmental authority insofar as it is practical and permitted by law. This agreement is intended to provide for orderly annexation procedures between the two governments and establish a common boundary between the communities so that each may systematically plan for the provision of services to the area to be included within its boundaries.

I. Common Boundary

All land in the Township lying west of U.S. 23 and south of M-14 shall be annexed to the City in an orderly manner. That portion of the Township lying north of M-14, east of Maple Road and south of the Huron River, excluding therefrom the area located east of Maple Road, west of Newport Road, and south of the Huron River, as shown on the map attached as Exhibit A-1 and as more specifically described in the legal description attached as Exhibit A-2, shall also be annexed to the City in an orderly manner. It is understood that this aforementioned boundary is unofficial until such time as it can be officially designated pursuant to the procedures required under applicable state law and regulations.

The parties agree to the following policies:

- A. The City shall be the only municipality to provide sewer and water service to all areas within the area identified herein as areas to be annexed to the City.
- B. The City may initiate a petition for annexation of any Township property located within the area designated area A on the map attached as Exhibit B.



- C. The Township agrees to release any property in area A which is presently receiving or in the future requests a connection to City sewer or water mains.
- D. Any land in areas A through D as shown on the map attached as Exhibit B for which connection to Ann Arbor City water service is requested will be released by the Township at the request of the owner. The Township agrees that it will not object to such annexations or refuse to release the properties because of the requested connection to the City water supply.
- E. The Township agrees that the creation of islands is not a basis for objection to any annexation within areas to be within the City as provided by this boundary policy.
- F. The Township agrees that the currently pending requests for annexation to the City listed on Exhibit C will be released immediately after this agreement is approved by both governing bodies.
- G. All properties located within areas B through D which request connection to Ann Arbor City sewer will be released by the Township forthwith upon the owner's request for annexation to the City.
- H. Property which is developed and occupied on the date of this agreement in areas B through D may connect to City sewers without immediate annexation upon the condition that the owner sign an agreement which includes the following:
  - 1. The owner agrees to do all things necessary to have the property annexed to the City of Ann Arbor within five years from the date of connection to the City sewer or by December 31, 2007, whichever comes first.
  - 2. The owner agrees to pay the City the same rates as Township residents pay for sewer service after the connection to a City sewer main but before annexation to the City and to comply with all City ordinances and regulations regarding the use of sanitary sewer.
  - 3. The owner agrees to pay the proportionate cost of the sewer main which serves the property at the time of connection in the same

amount and upon the same terms as would be required of City residents.

4. The City may include such lawful terms in the agreement as it deems appropriate to enforce the condition that the owner of the property seek to have it annexed within the time stated in sub-paragraph 1 above. The Township will not intervene on behalf of property owners who do not comply with their agreement to pursue and complete annexation to the City.

## II. Sewer and Water Agreements

- A. The City will withdraw its notice of nonrenewal of the "City of Ann Arbor-Ann Arbor Township Wastewater Treatment Contract" dated November 8, 1976 (the City-Township Sewer Agreement) pursuant to which the Township receives sewer service from the City of Ann Arbor, so that such Agreement will be extended until December 31, 2015.
- B. The Township agrees that it will not interfere with or delay construction, by the City, of sanitary sewers or water mains to serve any of the areas to be included within the City.
- C. The parties agree to revise the City-Township Sewer Agreement and the "City of Ann Arbor-Ann Arbor Township Water Supply Contract" dated June 22, 1984 (the City-Township Water Agreement) as set forth in this paragraph (those areas were originally described in the May 1976 Final Facilities Plan for Wastewater Management in the Ann Arbor-Ypsilanti Areas of the Huron River Valley, Washtenaw County, Michigan, and such description was incorporated in the City-Township Sewer Agreement and the City-Township Water Agreement). The parties agree to revise area 3A in the City-Township Sewer Agreement as shown on the map attached as Exhibit D to include that portion of the Township located east of Maple Road, west of Newport Road, and south of the Huron River (as described in section I above) so that the Township may serve that area under the City-Township Sewer Agreement. At the Township's request, the parties will revise sewer and water area 5A in the City-Township Sewer and Water Agreements as shown on the map attached as Exhibit D, so that the Township may serve that area with water and sewer service under those Agreements. The parties further agree to reallocate sewer

service capacity under the City-Township Sewer Agreement from area 3A to area 5A as reasonably requested by the Township. However, nothing in this policy agreement requires the City to provide the Township with more than the total sewer and water service capacities set forth in the existing City-Township Sewer and Water Agreements.

III. Existing Agreements

Nothing in this boundary policy and agreement is intended to alter the terms of the existing agreements between Township residents and the City concerning annexation or the provision of water or sewer service by the City to those residents.

IV. Petitions to State Boundary Commission

The City agrees it will not initiate a petition to the State Boundary Commission to annex any owner occupied land in areas B, C, or D before December 31, 2007. After that date, the Township will not oppose a petition by the City to annex properties in Areas B, C, or D or otherwise intervene on behalf of the owner.



V. Pending Litigation

The City and Township agree to take all necessary action to dismiss or otherwise conclude, in a manner consistent with this agreement, all pending litigation and State Boundary Commission proceedings involving annexation of Township land into the City.

City of Ann Arbor,  
a municipal corporation

Ingrid Sheldon  
Mayor

Charter Township of Ann Arbor,  
a municipal corporation

Elizabeth Sawyer  
Supervisor

N. Matthews  
Clerk

Catherine A. Braun  
Clerk

Dated: February 17, 1994

Dated: January 17, 1994

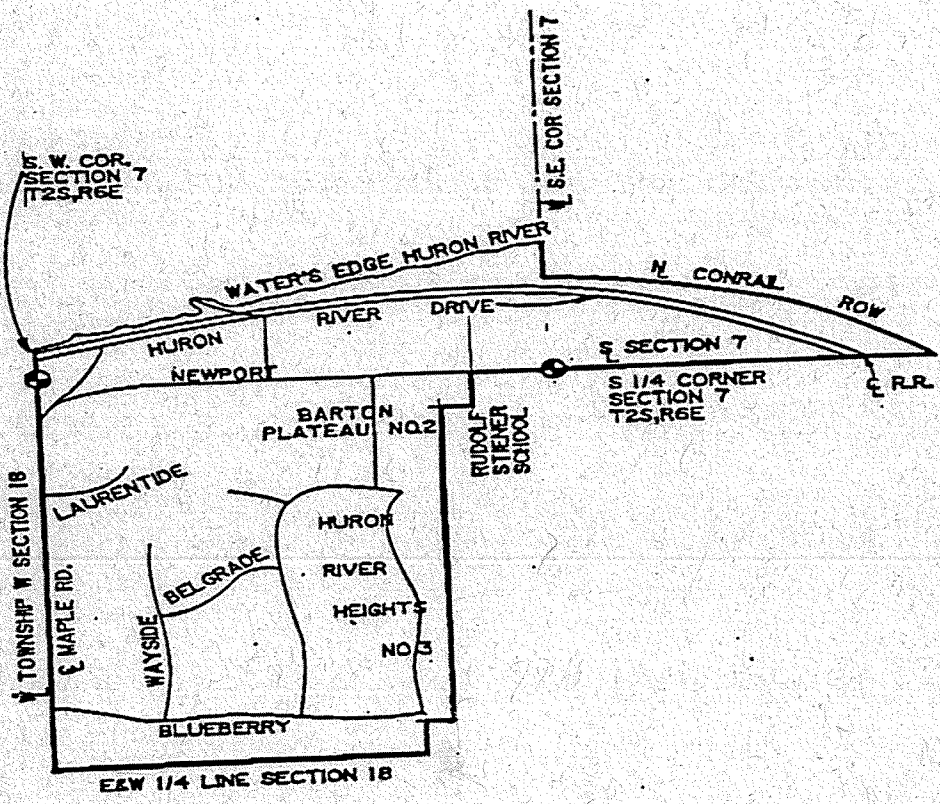
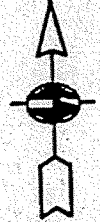
Approved as to substance

Alfred A. Gatta, City Administrator

Approved as to form

Elizabeth R. Schwartz, City Attorney

G-5

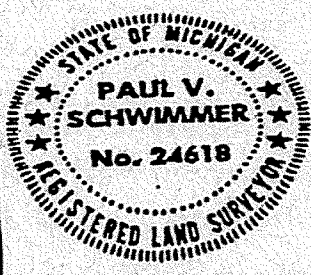


# EXHIBIT A-1

CLIENT: ANN ARBOR CHARTER TOWNSHIP

PROJECT NO. 84540-01

LEGAL DESCRIPTION OF TOWNSHIP LIMITS IN SECTIONS 7 & 18



|                     |                |
|---------------------|----------------|
| SCALE 1 INCH = FEET |                |
| DRAWN               | PVS            |
| DATE                | 12-17-93       |
| CHECKED             | CRO            |
| REVISED             | REMOVED SCHOOL |
| DATE                | 1-10-94        |
| CHECKED             | CRO            |
| FIELD BOOK          | NONE PG        |
| SHEET               | - OF -         |

*Paul V. Schwimmer*

REGISTERED LAND SURVEYOR NO.

G-6



**DESCRIPTION OF A LINE BETWEEN PORTIONS OF ANN ARBOR TOWNSHIP AND THE CITY OF ANN ARBOR FOR THE PURPOSE OF DEFINING LIMITS OF ANNEXATION**

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 7, ANN ARBOR TOWNSHIP, TOWNSHIP 2 SOUTH, RANGE 6 EAST, WASHTENAW COUNTY, STATE OF MICHIGAN AND THE NORTHERLY RIGHT OF WAY LINE OF THE CONRAIL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, SECTION 7; THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 AND CENTERLINE OF NEWPORT ROAD 492.60 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE SCHOOL PROPERTY 373 FEET; THENCE WESTERLY ALONG SAID SCHOOL PROPERTY AND PARALLEL TO SAID SOUTH LINE OF SECTION 7 192 FEET TO THE EASTERLY LINE OF BARTON PLATEAU SUBDIVISION No. 2, AS RECORDED IN LIBER 19 OF PLATS, PAGES 33 & 34, WASHTENAW COUNTY RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION 446.98 FEET TO THE NORTHEAST CORNER OF HURON RIVER HEIGHTS SUBDIVISION No. 3, AS RECORDED IN LIBER 18 OF PLATS, PAGES 13 & 14, WASHTENAW COUNTY RECORDS; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT 275.41 FEET NORTH OF THE EAST & WEST 1/4 LINE OF SAID SECTION 18; THENCE CONTINUING SOUTH 275.41 FEET; THENCE WEST ALONG SAID EAST & WEST 1/4 LINE 165.96 FEET; THENCE CONTINUING WEST ALONG SAID 1/4 LINE AND THE SOUTH LINE OF SAID HURON RIVER HEIGHTS SUBDIVISION No. 3 326.54 FEET; THENCE CONTINUING WEST ALONG SAID 1/4 LINE AND THE SOUTH LINE OF HURON RIVER HEIGHTS SUBDIVISION No. 2 AS RECORDED IN LIBER 16 OF PLATS, PAGES 24 & 25, WASHTENAW COUNTY RECORDS 1603.09 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 (ALSO BEING THE WEST LINE OF ANN ARBOR TOWNSHIP) AND CENTERLINE OF MAPLE ROAD TO A POINT 209 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 18 TO A POINT WHERE MAPLE ROAD DEFLECTS TO THE NORTHEAST; THENCE CONTINUING NORTH 209 FEET ALONG THE WEST LINE OF SAID SECTION 18 AND THE WEST LINE OF ANN ARBOR TOWNSHIP; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7 (ALSO BEING THE WEST LINE OF ANN ARBOR TOWNSHIP) TO THE WATER'S EDGE OF THE HURON RIVER; THENCE EASTERLY ALONG SAID WATER'S EDGE TO THE NORTH & SOUTH 1/4 OF SAID SECTION 7; THENCE SOUTH ALONG SAID NORTH & SOUTH 1/4 LINE TO THE NORTHERLY LINE OF THE CONRAIL RAILROAD ALSO BEING THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST AND SOUTHWEST 1/4'S OF SAID SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 18, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

**EXHIBIT A-2**

CLIENT: ANN ARBOR CHARTER TOWNSHIP

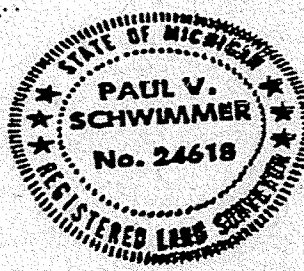
PROJECT NO. 84540-01

05793 256E 7

LEGAL DESCRIPTION OF TOWNSHIP LIMITS IN SECTIONS 7 & 18

*Paul V. Schwimmer*

REGISTERED LAND SURVEYOR NO.



|                     |                |
|---------------------|----------------|
| SCALE 1 INCH = FEET |                |
| DRAWN               | PVS            |
| DATE                | 12-17-93       |
| CHECKED             | CRO            |
| REVISED             | REMOVED SCHOOL |
| DATE                | 1-10-94        |
| CHECKED             | CRO            |
| FIELD BOOK          | NONE PG        |
| SHEET               | - OF -         |

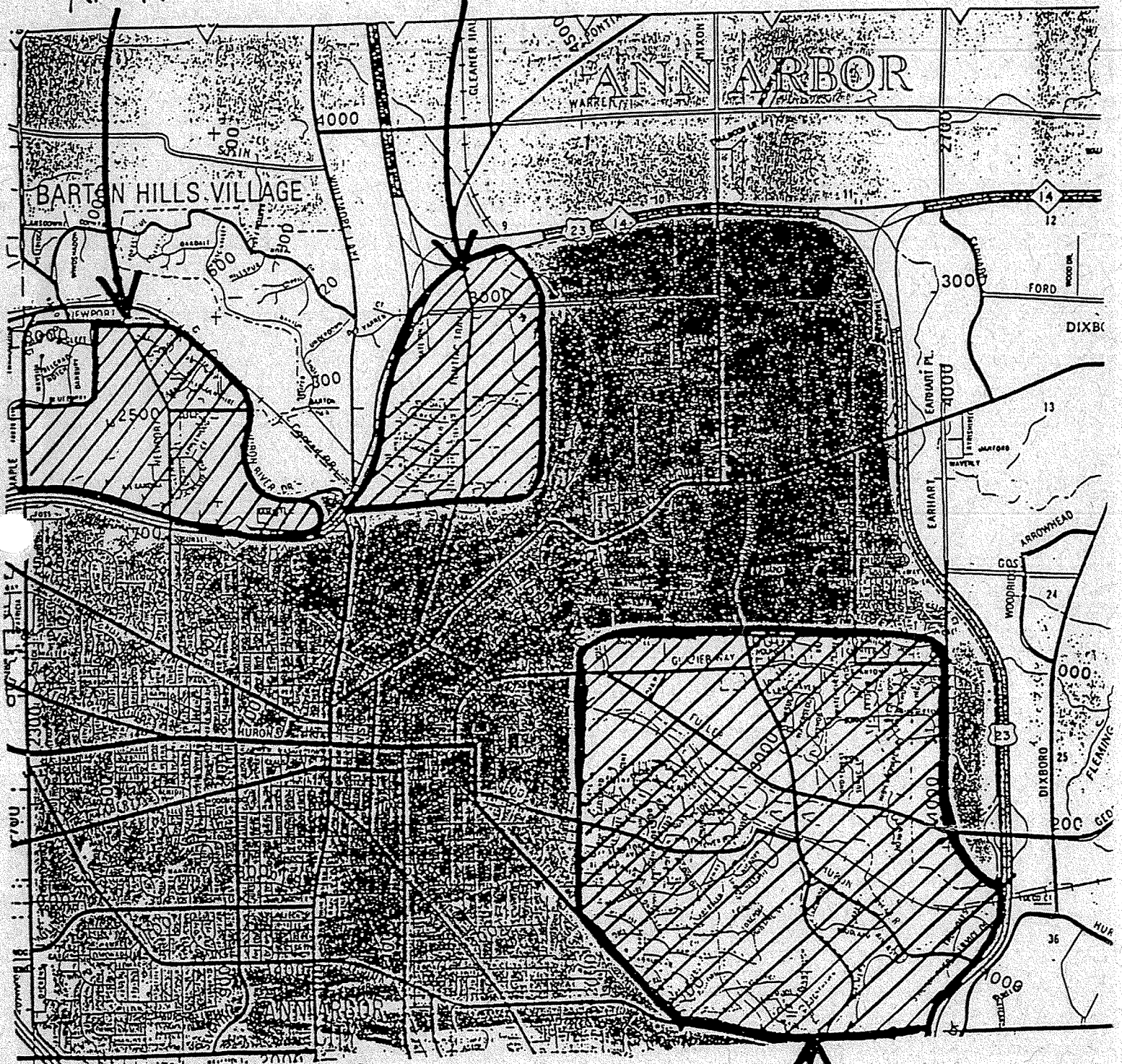
6-7



# EXHIBIT B

AREA B

AREA D



AREA A

AREA C

EXHIBIT "C"

PENDING ANNEXATION REQUESTS

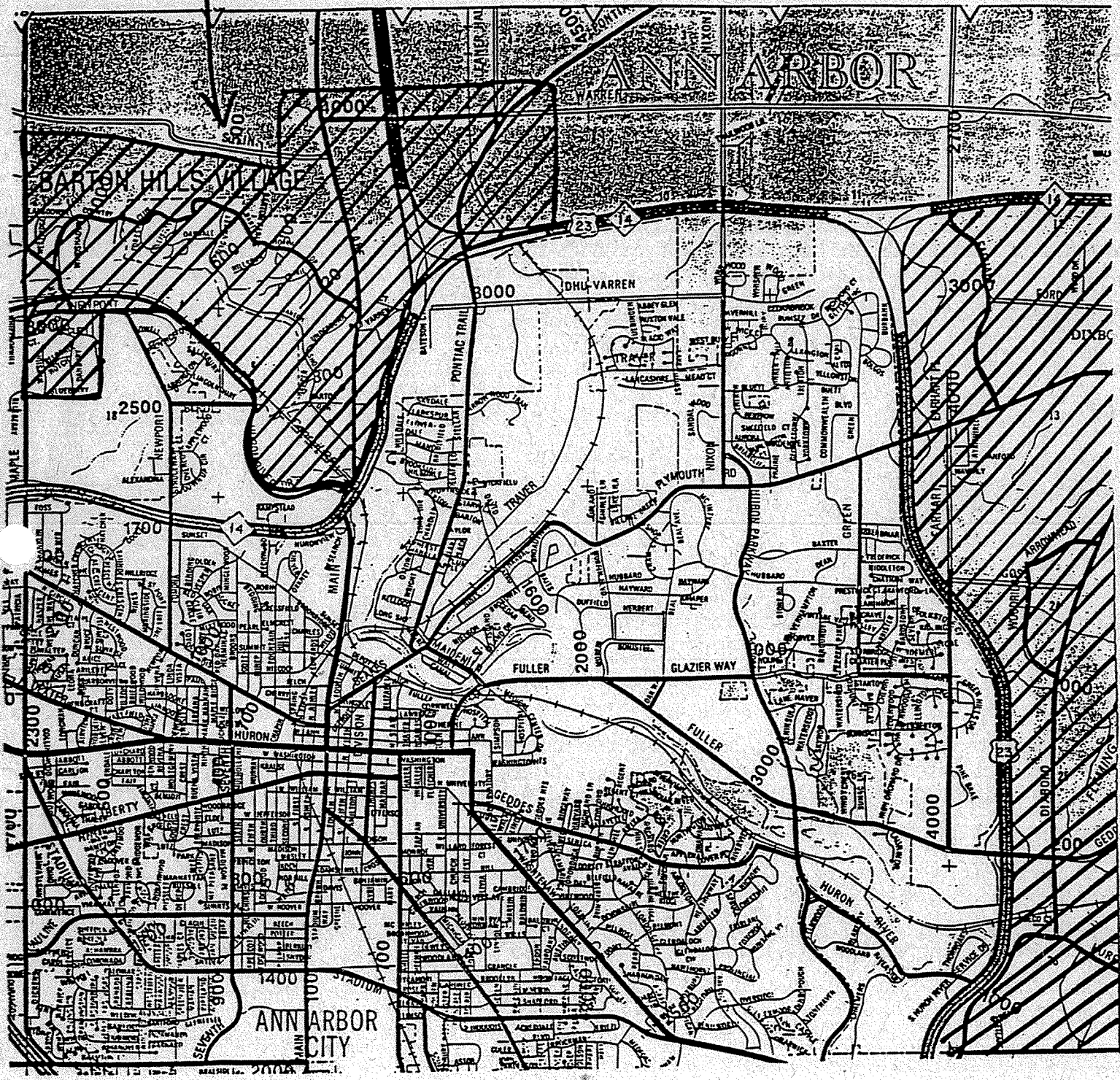
1. Roumainis, Sotirio  
184 Orchard Hills  
Ann Arbor, MI 48104
2. Lawrence, A. Paul  
190 Orchard Hills  
Ann Arbor, MI 48104
3. Guidici, Roger  
196 Orchard Hills  
Ann Arbor, MI 48104
4. Bourquin, James F.  
345 Rock Creek Ct.  
Ann Arbor, MI 48104
5. Reece, James S.  
339 Rock Creek Ct.  
Ann Arbor, MI 48104
6. Griffiths, John R.  
333 Rock Creek Ct.  
Ann Arbor, MI 48104
7. Kraft, Richard  
323 Rock Creek Ct.  
Ann Arbor, MI 48104
8. Debbink, John  
317 Rock Creek Ct.  
Ann Arbor, MI 48104
9. Wilson, Thomas & Iva  
305 Rock Creek Ct.  
Ann Arbor, MI 48104



20. Cushing-Malloy  
1350 N. Main Street  
Ann Arbor, MI 48104
21. Calvin Hoeft Building Company  
North side of Traver Blvd.,  
west of Nixon Road
22. Leon, Fernando and Eleanor  
2680 Geddes  
Ann Arbor, MI 48104
23. Kosta, John & Janice  
450 Huntington Drive  
Ann Arbor, MI 48104
24. London, Daniel and Kymberlie  
1940 Chalmers Drive  
Ann Arbor, MI 48104
25. Rezmierski, Leonard & Virginia  
1050 Elmwood Drive  
Ann Arbor, MI 48104
26. Wittekindt, John & Mary  
3033 Geddes  
Ann Arbor, MI 48104

# EXHIBIT D - AREAS 3A & 5A AS REVISED

AREA 3A



AREA 5A

CITY OF ANN ARBOR-CHARTER TOWNSHIP OF PITTSFIELD

POLICY STATEMENT

January 15, 1979

Promulgation of Policies

The CITY OF ANN ARBOR, a Michigan municipal corporation, with its main offices located at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 (hereinafter the "City"), and the CHARTER TOWNSHIP OF PITTSFIELD, a Michigan municipal corporation, with its main offices located at 701 West Ellsworth Road, Ann Arbor, Michigan 48104, (hereinafter the "Township"), by their respective governing bodies, for the purpose of furthering their common welfare, do hereby promulgate certain policies and declare their intentions to abide by the same in their exercise of governmental authority insofar as practical and not in conflict with law.

I. ANNEXATION - GENERAL

- A. All land areas in the Township lying west of U.S. 23 Expressway and north of the south line of Ellsworth Road from U.S. 23 to the west line of State Road, thence northerly to the south line of I-94, thence westerly along the southerly right-of way of I-94 to the western boundary of the Township, shall be designated as "The Territory" and shall be eventually annexed to the City in an orderly manner.
- B. It shall be understood that this aforementioned line is the unofficial boundary line until such time as it can be so officially designated.
- C. Inasmuch as the Township and the City have an existing contract for sewer service for portions of the Township, the Township shall not make plans to provide municipal sewer and/or water service to any properties within said

Territory; however, the Township shall maintain all other legal authority and responsibility for Township lands and residents in the Territory until such time as they do become annexed to the City.

- D. Notwithstanding previous policies, decisions and procedures, the City and Township hereby agree that individual properties in the designated area may be annexed to the City even where such annexation may create new islands. Neither the City nor the Township shall interpose in any judicial or other proceeding pertaining to the annexation of any portion of the said Territory an objection to such annexation by reason that the same would create an enclave of Township land within the City.
- E. Neither the City nor the Township shall seek to require annexation to the City of any such enclave of Township land lying within the Territory solely because of its constituting an enclave, whether now existing or hereafter created through the annexation of a portion of the Territory. Nevertheless, upon request to the City by the owner of a property within any said enclave for City water or sewer service to such property, the City may require such property to become annexed to the City as a condition of granting such service.
- F. The Township agrees that, rather than furthering litigation in the case of the Pittsfield islands, it will agree to the Boundary Commission decision of 1973 (File #8322) if the individual review procedure as set forth in paragraph I. H. is applied. Accordingly, the suit appealing that decision will be dismissed.

- G. Through joint resolutions of the City and Township governing bodies, any portion of the Territory within the designated area may be annexed to the City upon the petition therefor signed by the petitioners, as provided by MCLA 117.9(8), in the case of such alternate method of annexation. The legal description of such land shall include the total width of the street or highway adjacent to the land. Property that remains in the Township and is adjacent to a street or highway that has been annexed to the City shall have the curb cut rights of access to City streets that other City properties enjoy.
- H. Upon annexation to the City of properties from said Territory, the City "deferred charges" thereon for benefits conferred by capital improvements made prior to the annexation shall be payable at the property owners option, either in full or in not less than six (6) equal annual installments, provided that the same shall be payable in up to twelve (12) equal annual installments in cases of a property being, and continuing to be, the homestead of an owner/occupant who has special hardship problems or is otherwise adjudged in need of special consideration. Hardship and special considerations may be conferred upon the single owner/occupant at the time of annexation. A Transition Appeals Committee shall be established for the purpose of determining such need. It shall be authorized to make recommendations to City Council for special consideration and shall be comprised of two (2) members appointed from the City and one (1) member appointed from the Township.

II. MUNICIPAL AIRPORT

- A. The City agrees that the pending appeal of the decision of the Washtenaw Circuit Court in the suit of the Township vs. the City (Docket #77-12619) respecting the City's proceedings to annex territories in and about the Municipal Airport and a portion of Eisenhower Boulevard shall be dismissed.
  
- B. The Township agrees to cooperate with the City in the establishment of an Airport land use plan which recognizes the compatibility of light industrial, warehousing, gravel mining and other uses on Airport lands. The Township will review and comment on the plan before City adoption. It is further understood that any private construction on Airport lands will require approval under Township zoning and site plan requirements, as well as Township Building and Safety Department permit requirements. Plans for municipal construction on Airport lands must be submitted to the Township for review and comment.
  
- C. The Township agrees to establish a land use plan for the environs of the Airport which recognizes only land uses which are compatible to Airport operations from a safety and environmental point of view. The City will review and comment on the plan before adoption by the Township.
  
- D. It is further agreed that gravel mining may take place only for use on City of Ann Arbor roads and public works projects and for use on Pittsfield Township roads and public works projects. In addition, it is agreed that a gravel processing plan, a restoration plan and a soil erosion plan be filed and approved by the Township.

- E. Excepting as exempt by law, the Township shall assess for taxes the real and personal properties of and upon the Airport lands.
- F. The Township agrees to provide capacity for City sanitary sewage usage to the Airport as a direct City customer. The actual construction cost of future interceptor and major trunkline sewers designed to serve the City and the Township shall be apportioned in accordance with the design capacity provided in the sewers and shall be prorated among the properties served.

III. LANDFILL

- A. The City desires to expand its landfill operations to the west on property known as the Derck, Nielsen, and McCalla parcels.
- B. The Township agrees to actively support and assist in land acquisition negotiations for such expansion on the conditions that:
  - 1. A land use and restoration plan be developed for long-range use of the landfill area.
  - 2. That a reasonable strip of land in accordance with state law, but not less than 200 feet immediately east of Stone School Road, as well as along the southern and northern perimeters, shall be used for landscape buffering. Under state law such buffers must be a part of the landfill but cannot be used for landfill purposes. When landfill use of land is completed, the buffer strip may be available for private uses. The buffering shall include an earthen berm

which is separated from the perimeter by plant materials. All legal instruments for the purchase of the land shall require such landscape buffering.

- C. A Landfill Expansion Advisory Committee composed of four (4) persons appointed by the City and three (3) persons appointed by the Township shall be created to advise the City on environmental and operational plans.
- D. The Township agrees that it be given preferred customer consideration by the City in the use of the landfill or offered an opportunity for proportionate investment equity if the landfill is to be expanded in this location for landfill or shredding operations or a transfer station.
- E. The Township shall not adopt any ordinance, rule or regulation which prevents the City's use of the unannexed landfill for disposal of refuse materials or for park purposes.
- F. The City and Township agree to be continuing partners in seeking additional sites within the Township for solid waste disposal needs.

IV. SEWER/WATER SERVICES

- A. Upon acceptance and execution of this position paper, the City agrees to immediately approve the Township's request for sewer service limited to the Township Hall and the State Road frontage of a proposed commercial development at Ellsworth and State Roads in accordance with procedures established in Paragraph I-A of the Ann Arbor-Pittsfield sewer service agreement dated September 30, 1975. It is understood State Department of Natural Resources approval will be sought eagerly by the City.



B. The sewer service will be provided at 103% of City rates in accordance with the aforementioned agreement.

Dated this 27th day of February, 1979.

IN THE PRESENCE OF:

CHARTER TOWNSHIP OF PITTSFIELD,  
a Michigan municipal corporation

James P. Friend

By Robert A. Lillie  
Robert A. Lillie  
Its Township Supervisor

Guthrie C. Kibler

By Perry E. Brown  
Perry E. Brown  
Its Township Clerk

CITY OF ANN ARBOR, a Michigan  
municipal corporation

James P. Friend

By Louis D. Belcher  
Louis D. Belcher  
Its Mayor

Guthrie C. Kibler

By E. F. Vollbrecht  
E. F. Vollbrecht  
Its City Clerk

Approved by the Council for the City of Ann Arbor January 15, 1979.

PROMULGATION OF ANNEXATION POLICY  
(City of Ann Arbor - Scio Township)

11-25-85

To: CPC  
From: MWO

Add this one to your  
Packet of Agreements.

THIS INSTRUMENT, made and entered into on this 29th day of June, 1979, by and between the CITY OF ANN ARBOR, a Michigan municipal corporation (hereinafter "City"), and the TOWNSHIP OF SCIO, a Michigan municipal corporation (hereinafter "Township");

WITNESSETH:

The City and the Township, for the purpose of furthering their common welfare, do hereby promulgate, as their mutual policy, and declare their intentions to abide by the same in their exercise of governmental authority insofar as practiced and not in conflict with law, as follows:

- (1) The ultimate permanent boundary between the City and the Township will be: Beginning at the intersection of I-94 and Scio Church Road; thence northerly along I-94 to the centerline Liberty Road; thence westerly to the centerline of Wagner Road; thence northerly to the centerline of M-14; thence northeasterly to an ending point at the intersection of M-14 and Maple Road.
- (2) Upon the execution of this agreement, the City and the Township will stipulate to dismiss Washtenaw County Circuit Court case number 78-16253-CZ.

I-1

(3) Nothing contained herein is intended to affect the right of an individual property owner to object to the annexation of his or her land to the City.

Approved as to Substance:

Sylvester Murray  
Sylvester Murray  
City Administrator

Approved as to Form:

R. Bruce Laidlaw  
R. Bruce Laidlaw  
City Attorney

CITY OF ANN ARBOR, a Michigan  
municipal corporation

By Louis D. Belcher  
Louis D. Belcher  
Its Mayor

By E. F. Vollbrecht (M)  
E. F. Vollbrecht  
Its City Clerk

TOWNSHIP OF SCIO, a Michigan  
municipal corporation

By Jay F. Kenschub  
Its Clerk

By Robert C. Jones  
Its

**Scio Twp**

**Ann Arbor Twp**

**Lodi Twp**

**Pittsfield Twp**