

STATE OF MICHIGAN  
LENAWEE COUNTY CIRCUIT COURT

MCAULIFFE'S PROCESSING LLC,  
a Michigan limited liability company,  
Plaintiff,

File No: 11-4250-CZ

v

WOODSTOCK TOWNSHIP,  
Defendant

Hon. MARGARET NOÉ

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Dale L. Smith (P56522)  
Attorney for Plaintiff  
1893 West Maumee St.  
Adrian, MI 49221  
Telephone: 517-264-6915

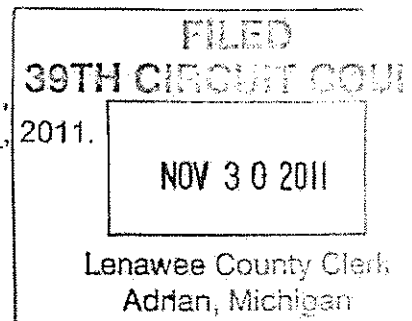
Frederick Lucas (P29074)  
Lucas & Baker  
Attorney for Defendant  
7577 US 12, Ste A  
Onsted, MI 49265  
Telephone: 517-467-4000  
Fax: 517-467-4044

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Consent Judgment

At a session of said Court held in the City of Adrian,  
Lenawee County, Michigan on \_\_\_\_\_, 2011.

PRESENT: MARGARET NOÉ  
Circuit Court Judge



P R E A M B L E

A. Plaintiff, McAuliffe's Processing, LLC, is Michigan limited liability companies and fee title owners of approximately 11.8 acres of land (hereinafter referred to as the "Subject Property") located Briggs Road in defendant, Woodstock Township, Lenawee County, Michigan. It is more fully described in attached Exhibit A.

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Lucas & Baker

Attorneys at Law  
lucas@lucaslawpc.com

7577 US Highway 12, Suite A  
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Telephone: 517.467.4000  
Fax: 517.467.4044

B. The Subject Property is zoned Agricultural (A-1) District under the Zoning Ordinances of the Township.

C. On March 31, 2005, plaintiff received a use variance from the Woodstock Township Zoning Board of Appeals for the purpose of operating a meat processing business on the Subject Property. A copy of the variance is attached as Exhibit B.

D. Plaintiff, thereafter, sought a zoning compliance permit and building permit to construct an additional storage building on the subject property.

E. Plaintiff began construction of the property after being told by Township officials that a building permit was to be issued but after construction began plaintiff was advised that a zoning compliance permit would not be issued.

F. Plaintiff thereafter filed the above captioned action seeking mandamus and injunctive relief.

G. The parties now 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, without any admission of liability.

**BY CONSENT OF THE PARTIES IT IS ORDERED:**

1. **Zoning.** The Subject Property shall remain zoned Agricultural (A-1) District pursuant to the Woodstock Township Zoning Ordinance and subject to the terms of this Consent Judgment, may be used for all purposes as set forth within such Ordinance.

2. **Permitted Uses for the Subject Property.** In addition to the permitted and conditional uses permitted in the A-1 zoning district, the Township is enjoined from

interfering with plaintiff's use of the Subject Property as a commercial meat processing facility, including the right to operate a wholesale and retail sales facility for the sale of meat and meat products and groceries and to temporarily store processed meat products and livestock. Further, it is ordered that the sale of alcoholic beverages, of any kind or in any form, shall not be permitted on the premises.

3. **Use Deemed to Be Non-Conforming.** The use of the Subject Property for the purposes set forth in Paragraph 2 above shall be deemed to be a legal non-conforming use and subject to all of the restrictions and regulations governing the same under the zoning ordinance of the Township. Plaintiff may not expand the non-conformity beyond that which is permitted in this consent judgment.

4. **Site Plan.** Plaintiff shall comply with and conform its business operation to the site plan which is attached hereto and marked Exhibit C. No additional structures or buildings may be erected on the Subject Property for the purpose of expanding the commercial operation.

5. **Building Permits.** The Township shall issue the building permits which plaintiff applied for prior to the commencement of litigation.

6. **Running with the Land.** The rights granted and the restrictions imposed by this Consent Judgment for the Subject Property shall be, except as otherwise provided herein, perpetual and shall run with the land.

7. **Rezoning of Property.** If the Subject Property is ever rezoned, whether at the request of plaintiff or by the Township on its own initiative, to a zoning classification in which the existing use identified in Paragraph 2 above is either a permitted use or a conditional use, the Subject Property shall cease to be a non-conforming use and

plaintiff may continue to operate the non-conforming use as is subject to the terms of this consent judgment or may use the property in a manner consistent with the new zoning classification.

**8. Restrictions.**

a. Plaintiff shall adhere to the uses and restrictions set forth in this Consent Judgment.

b. This Consent Judgment is hereby deemed to include all exhibits attached hereto, said exhibits being incorporated herein and made a part hereof as fully and to the same extent as if the contents of the exhibits were set out in their entirety in the body of this Consent Judgment. All references to this Consent Judgment are deemed to be a reference to the body of this Consent Judgment and the exhibits. To the extent that this Consent Judgment or the attached exhibits conflict with Township ordinance requirements, the terms of this Consent Judgment and the attached Exhibits shall control.

c. Plaintiffs shall adhere to all applicable county, state and federal regulations and statutes and shall comply with all applicable ordinances of the Township, except where specifically exempted by this Consent Judgment or otherwise provided or depicted within the Exhibits.

**9. Judgment and Enforcement.** This Court shall retain jurisdiction in all matters relating to this case to:

a. Resolve all disputes and make such other orders and determinations as are necessary to effectuate the intent and spirit of this Consent Judgment;

b. Insure development is in accordance with the terms and intent of this Consent Judgment;

c. Accomplish the issuance of all necessary approvals and building and other permits which may be reasonably required for the development, installation and construction of any roads, utilities, structures of any kind and all other improvements as set forth on the attached exhibits, as said exhibits may be amended from time to time, with the approval of the parties; and

d. Implement all amendments thereto and the Site Plans. In the event of a dispute the parties shall attempt to meet in an effort to resolve such matters. If such cannot be resolved within ten (10) days, the parties may pursue all remedies available.

#### 10. Miscellaneous.

a. This Consent Judgment resolves the entire dispute between the parties, including all issues set forth in plaintiff's complaint and all claims for damages, costs and attorney fees are dismissed with prejudice.


b. Any amendments or modifications made to this Consent Judgment subsequent to the date hereof, including, without limitation, the exhibits attached hereto, shall be deemed a part of this Consent Judgment, shall be recorded with the Lenawee County Register of Deeds and shall run with the land, be binding upon the parties and all successors. Any subsequent amendment hereto must be in writing, and either executed by the parties hereto, or other respective heirs, representatives, successors, successors-in-interest and assigns.

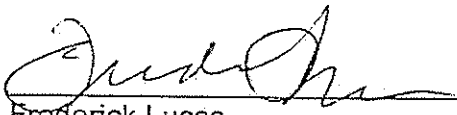
c. Any clerical errors or mistakes in documents or exhibit descriptions contained in this Consent Judgment may be corrected by any of the parties and

all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Judgment.

\_\_\_\_\_  
MARGARET NOÉ  
Circuit Court Judge  
Date signed: November \_\_, 2011


Approved as to form and content:


  
\_\_\_\_\_  
Dale L. Smith  
Attorney for Plaintiff  
Date signed: November 10, 2011

  
\_\_\_\_\_  
Frederick Lucas  
Attorney for Defendant  
Date signed: November 10, 2011

The undersigned parties have hereby read, understand, agree and consent to the foregoing judgment and all terms and conditions stated therein. All such parties hereby represent that they have obtained advice of counsel and are consenting to this judgment freely and voluntarily.

TOWNSHIP OF WOODSTOCK,  
a Michigan municipal corporation

  
\_\_\_\_\_  
By: Molly Upell  
Its: Clerk  
Date signed: November 2, 2011

  
\_\_\_\_\_  
By: Lisa Delezenne  
Its: Supervisor  
Date signed: November 2, 2011

MCAULIFFE'S PROCESSING, LLC  
a Michigan Limited Liability Company

\_\_\_\_\_  
By: Patrick McAuliffe  
Its: Managing Member  
Date signed: November \_\_, 2011

Lucas B Baker

Attorneys at Law  
lucas@lucaslawpc.com

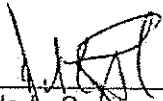
/s/Margaret M.S. Noe

MARGARET NOÉ

Circuit Court Judge

Date signed: November 30, 2011

Approved as to form and content:

  
\_\_\_\_\_  
Dale L. Smith  
Attorney for Plaintiff  
Date signed: November 3, 2011

\_\_\_\_\_  
Frederick Lucas  
Attorney for Defendant  
Date signed: November \_\_, 2011


The undersigned parties have hereby read, understand, agree and consent to the foregoing judgment and all terms and conditions stated therein. All such parties hereby represent that they have obtained advice of counsel and are consenting to this judgment freely and voluntarily.

TOWNSHIP OF WOODSTOCK,  
a Michigan municipal corporation

\_\_\_\_\_  
By: Molly Upell  
Its: Clerk  
Date signed: November 2, 2011

\_\_\_\_\_  
By: Lisa Delezenne  
Its: Supervisor  
Date signed: November 2, 2011

MCAULIFFE'S PROCESSING, LLC  
a Michigan Limited Liability Company

  
\_\_\_\_\_  
By: Patrick McAuliffe  
Its: Managing Member  
Date signed: November 4, 2011

Lucas B Baker

Attorneys at Law  
lucas@lucaslawpc.com

# Exhibit A

## Legal Description

Land in the Township of Woodstock, Lenawee County, Michigan described as follows:

Land in Section 19, Town 5 South Range 1 East beginning 1340.23 feet from the Northeast corner of Section 19 running thence South 805.11 feet; thence South 52° 34' West 115 feet along the center line of Briggs Highway; thence North 57° 54' West 657.27 feet; thence North 530.11 feet; thence East 650 feet to the place of beginning.



Exhibit B

10/12/2011 15:55 909-112-1331  
I/No JATHIN MITTAL of 9580 Purdie Hwy  
name(s) Address

Hereby Appeal to the Zoning Board of Appeals from  
The decision of the  ZONING INSPECTOR  TOWNSHIP BOARD on Application No. \_\_\_\_\_, Dated: \_\_\_\_\_,  
19\_\_\_\_, whereby the  ZONING INSPECTOR  TOWNSHIP BOARD

Granted  
 Denied To: ADDITION TO BUSINESS

A Zoning Compliance Permit  A Conditional Use Permit  
 A Certificate of Occupancy  A Zoning Change  A Site Plan Certificate

Address of property involved: 9578 Purdie Hwy  
Legal Description: WDO 119-2750-00

PROVISION(S) OF THE ZONING ORDINANCE APPEALED (Indicate the Article, Section, Subsection, and paragraph of the  
Zoning Ordinance being appealed, by number. DO NOT QUOTE THE ORDINANCE) 4.1.1

TYPE OF APPEAL - Appeal is made herewith for:  
 A variance from Zoning Ordinance.  
 An interpretation of the Zoning Ordinance.  
 A temporary use permit.

For the following reasons: NON CONFORMING BUSINESS IN  
AG DISTRICT

Date: 3-11-05 Appellant: [Signature]  
Fee Received \$ 100 Zoning Inspector: [Signature]

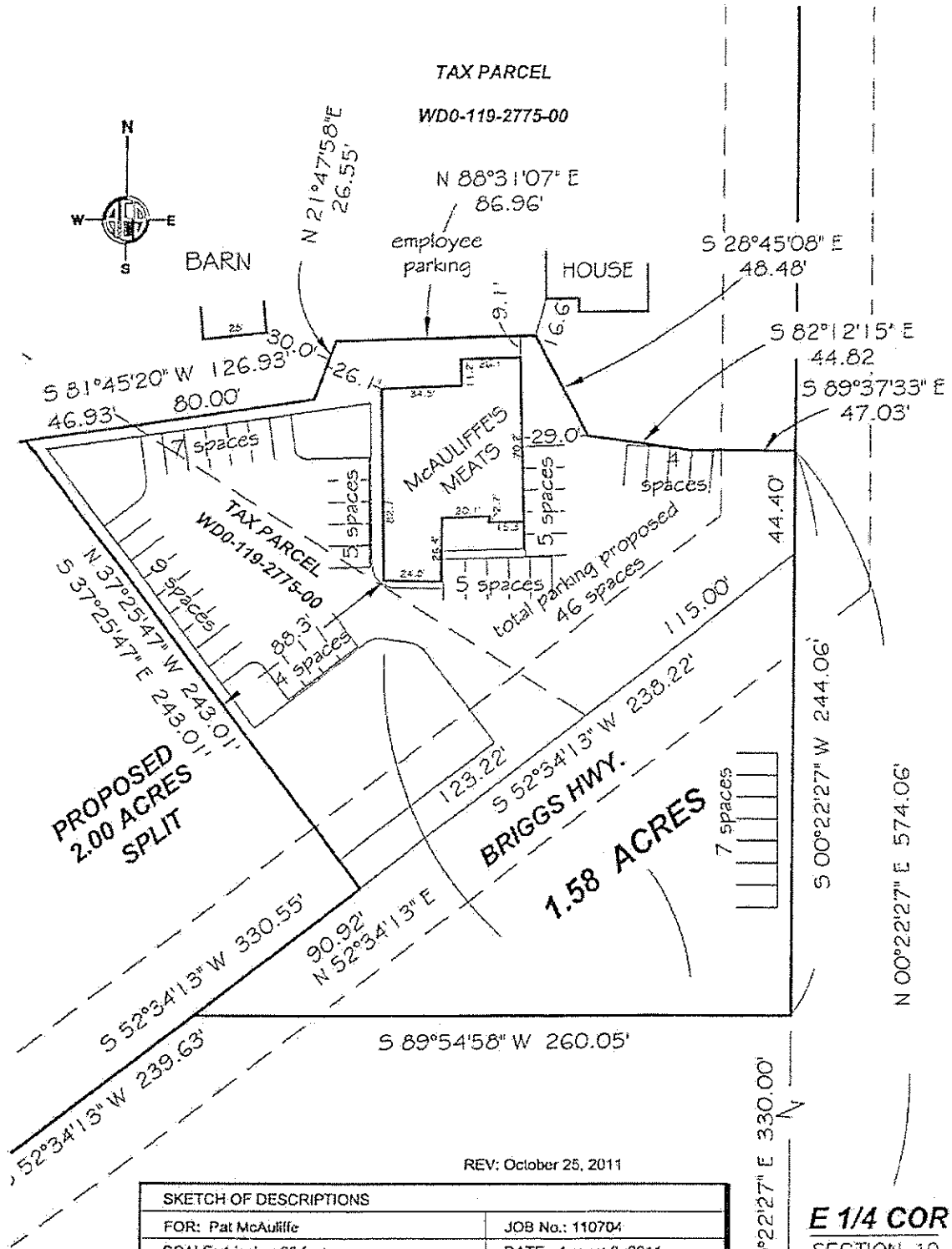
FOR ZONING BOARD OF APPEALS USE ONLY  
At a meeting of the Zoning Board of Appeals on March 31st 2005 the above  
described appeal was considered and it was determined that the:  
Requested  Variance  Temporary use permit be  Granted  
 Denied

For the following reasons: Business is granted for AG zoning, to  
include custom processing, wholesale & retail sales, prep  
storage of products, i.e. livestock  
Requested interpretation is as follows: \_\_\_\_\_

[Signature] Zoning Board of Appeals Woodstock Township, Michigan  
by Rick Williams  
chairman

Distributions: White - Township Clerk; Pink - Zoning Inspector; Gold - Zoning Board of Appeals; Canary - Applicant

Exhibit C



REV: October 25, 2011

SKETCH OF DESCRIPTIONS	
FOR: Pat McAuliffe	JOB No.: 110704
SCALE: 1 inch = 60 feet	DATE: August 8, 2011
<b>Associated Engineers &amp; Surveyors, Inc.</b>	
237 N. Main Street, Adrian, Michigan 49221	
Civil Engineers - Land Surveyors	
Phone: (517) 263-4515 Fax: (517) 263-4535	

