

#### **Board of Trustees**

William J. Fountain, Supervisor Larry N. Ciofu, Clerk Kathleen A. Horning, Treasurer Matthew J. Germane, Trustee Summer L. McMullen, Trustee Denise M. O'Connell, Trustee Joseph M. Petrucci, Trustee

#### Board of Trustees Regular Meeting Agenda Hartland Township Hall Wednesday, August 03, 2022 7:00 PM

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approval of the Agenda
- 5. Call to the Public
- 6. Approval of the Consent Agenda
  - <u>a.</u> Approve Payment of Bills
  - b. Approve Post Audit of Disbursements Between Board Meetings
  - c. 07-19-22 Hartland Township Board Regular Meeting Minutes
  - d. 07-19-22 Hartland Township Board Closed Session Meeting Minutes
- 7. Pending & New Business
  - a. Resolution to Amend Resolution No. 11-R010 Interfund Loan Interest
  - b. Site Plan/PD Application #22-006, Preliminary Planned Development Site Plan Hartland Senior Community, a Single-Family Residential Planned Development (PD)
  - c. Site Plan Application #20-011 Villas of Hartland Planned Development (PD) **REVISED** Preliminary Site Plan dated February 24, 2022
- 8. Board Reports

#### [BRIEF RECESS]

- 9. Information / Discussion
  - a. Manager's Report
  - **b.** ARPA Funding Update
- 10. Adjournment

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

**Date:** July 26, 2022

#### **Recommended Action**

Move to approve the bills as presented for payment.

#### Discussion

Bills presented total \$135,931.10. The bills are available in the Finance office for review.

Notable invoices include: \$10,543.69 – Chloride Solutions, LLC – (July 2022 dust control) \$21,684.46 – Hartland Deerfield Fire Authority – (2022 Station Study by ESCI) \$12,605.06 – Hartland Township Water O&M – (May & June 2022 water staff out of department costs) \$30,870.00 – Horizon Landscape Inc. – (Township Hall landscape renovation) \$39,773.00 – Michigan Municipal Risk Management Authority – (7/1/22 – 7/1/23 General Fund/Retention Fund Contributions)

#### **Financial Impact**

Is a Budget Amendment Required?  $\Box$  Yes  $\boxtimes$  No All expenses are covered under the amended FY23 budget.

Attachments Bills for 08.03.2022

07/28/2022 11: User: SUSANC DB: Hartland	44 AM	EXP CHECK BOTH					Page: 1/9
Vendor Code Ref # Invoice Date	Vendor name Address City/State/Z		Post Date CK Run Date Disc. Date Due Date	Invoice PO	Bank Hold Sep CK 1099	Invoice Descriptio	n Gross Amount Discount Net Amount
AMERICAN 47804 07/06/2022 Open	PO BOX 4291	ANNING ASSOCIATION 1 IL, 60197-4291	07/06/2022 08/03/2022 / / 08/03/2022	083993-2273 0.0000	FOA N N N	10/1/22 - 9/30/23	GROUP MEMBERSHIP 383.00 0.00 383.00
GL NUMBER 101-400-804.0	00	DESCRIPTION MEMBERSHIP & DUES				MOUNT 3.00	
						VENDOR TOTAL:	383.00
APPLIED 47831 07/18/2022	APPLIED IMAG 7718 SOLUTIC CHICAGO IL,	DN CENTER	07/18/2022 08/03/2022 / / 08/03/2022	2004922 0.0000	FOA N N N	4/21/22 - 7/20/22	- RICOH MPC5503 601.43 0.00 601.43
Open							
GL NUMBER 101-172-930.0	00	DESCRIPTION REPAIRS & MAINTENANCE				MOUNT 1.43	
APPLIED 47846 07/25/2022	APPLIED IMAG 7718 SOLUTIC CHICAGO IL,	N CENTER	07/25/2022 08/03/2022 / / 08/03/2022	2008123 0.0000	FOA N N N	6/23/22 - 7/22/22	- RICOH MP6055SP 35.90 0.00 35.90
Open GL NUMBER		DESCRIPTION			A	MOUNT	
101-172-930.0	00	REPAIRS & MAINTENANCE			3	5.90	
						VENDOR TOTAL:	637.33
1400 47822 08/01/2022 Open	BS&A SOFTWAF 14965 ABBEY BATH MI, 488	LANE	08/01/2022 08/03/2022 / / 08/03/2022	142343 0.0000	FOA N N N	8/1/22 - 8/1/23 AN	NUAL SERVICE/SUPPO 6,945.00 0.00 6,945.00
GL NUMBER 101-192-930.0 101-209-930.0 101-253-930.0 206-000-930.0 536-000-930.0 590-000-930.0	000000000000000000000000000000000000000	DESCRIPTION REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE		_	2,88 1,74 24 10	8.00 8.25 7.95 8.80 5.70	
						VENDOR TOTAL:	6,945.00
CAMP 47835	CAMP, RICHAF 10338 N TERF		07/19/2022 08/03/2022	071922	FOA N	REFUND FM BOOTH SI	PACE 50.00

07/28/2022 11:4 User: SUSANC DB: Hartland	14 AM	BOTH J	RUN DATES 08/03 JOURNALIZED AND	3/2022 - 08/03/2 ) UNJOURNALIZED		Page:	2/9
Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zi		N - CHECK TYPE: Post Date CK Run Date Disc. Date Due Date	Invoice	Bank Hold Sep C 1099		Gross Amount Discount Net Amount
07/19/2022	PLYMOUTH MI,	48170	/ / 08/03/2022	0.0000	N N		0.00 50.00
Open GL NUMBER 101-000-652.0	00	DESCRIPTION FARMERS MARKET REVENUE				AMOUNT 50.00	
						VENDOR TOTAL:	50.00
CHLORIDESO 47823 07/09/2022 Open	CHLORIDE SOLU 672 NORTH M-5 WEBBERVILLE N	52	07/09/2022 08/03/2022 / / 08/03/2022	CS100166 0.0000	FOA N N Y	JULY 2022 - DUST CONTRO	DL 10,543.69 0.00 10,543.69
GL NUMBER 101-463-969.0 204-000-969.0		DESCRIPTION ROAD CHLORIDE ROAD CHLORIDE		_	7,90 2,63	AMOUNT 07.76 35.93 43.69	
					10,54	43.69	
						VENDOR TOTAL:	10,543.69
CINTAS 47847 07/25/2022 Open	CINTAS CORPO P.O. BOX 6309 CINCINNATI OF	910	07/25/2022 08/03/2022 / / 08/03/2022	4126308320 0.0000	FOA N N N	MATS	46.34 0.00 46.34
GL NUMBER 101-265-801.0	00	DESCRIPTION CONTRACTED SERVICES				AMOUNT 46.34	
						VENDOR TOTAL:	46.34
CITYOFFENT 47833 07/18/2022 Open	CITY OF FENTO 301 S LEROY S FENTON MI, 48	ST	07/18/2022 08/03/2022 / / 08/03/2022	4021 0.0000	FOA N N Y	BACTERIOLOGICAL SAMPLES	16.00 0.00 16.00
GL NUMBER 536-000-740.0	00	DESCRIPTION OPERATING SUPPLIES				AMOUNT 16.00	
						VENDOR TOTAL:	16.00
CLASSIC 47845 07/25/2022 Open	CLASSIC TENT 800 RICKETT H BRIGHTON MI,	RD	07/25/2022 08/03/2022 / / 08/03/2022	21631 0.0000	FOA N N N	TABLE RENTAL FOR ELECTI	CON 484.00 0.00 484.00

07/28/2022 11: User: SUSANC DB: Hartland	44 AM	EXP CHE BO'	VAL BY INVOICE REH CK RUN DATES 08/0 TH JOURNALIZED ANI OPEN - CHECK TYPE:	3/2022 - 08/03/2 D UNJOURNALIZED		, Pa	ge: 3/9
Vendor Code Ref # Invoice Date	Vendor name Address City/State/Z		Post Date CK Run Date Disc. Date Due Date	Invoice	Bank Hold Sep C 1099	Invoice Description K	Gross Amount Discount Net Amount
GL NUMBER 101-191-956.0	000	DESCRIPTION MISCELLANEOUS				AMOUNT 84.00	
						VENDOR TOTAL:	484.00
FSOM 47824 07/06/2022 Open		OF MICHIGAN DGE DR NW, STE F MI, 49544	07/06/2022 08/03/2022 / / 08/03/2022	1847619 0.0000	FOA N N N	BACKFLOW INSPECTION	TEST 411.25 0.00 411.25
GL NUMBER 206-000-930.0	001	DESCRIPTION REPAIRS & MAINT. EQUII	PMENT			AMOUNT 11.25	
						VENDOR TOTAL:	411.25
5888 47805 07/18/2022 Open		T, COLLINS & SMITH NGTON SQUARE 48933-2193	06/30/2022 08/03/2022 / / 08/03/2022	837049 0.0000	FOA N N Y	JUNE 2022	4,065.50 0.00 4,065.50
GL NUMBER 590-000-826.0 101-400-826.0 590-000-826.0	000	DESCRIPTION LEGAL FEES LEGAL FEES LEGAL FEES			3 1	AMOUNT 05.50 17.50 42.50	
				-	4,0	65.50	
						VENDOR TOTAL:	4,065.50
GREENOAK 47806 07/12/2022 Open	GREEN OAK TW 10001 SILVER BRIGHTON MI,	LAKE RD	07/12/2022 08/03/2022 / / 08/03/2022	TD1852 0.0000	FOA N N N	2022 SUMMER TAX DEFE	RMENT AD 20.00 0.00 20.00
GL NUMBER 101-253-811.1	100	DESCRIPTION TAX COLLECTION				AMOUNT 20.00	
						VENDOR TOTAL:	20.00
HAYAA-F 47233	НАҮАА - FOOT		08/15/2022 08/03/2022	081522	FOA N	AUGUST 2022 PMT PER	AGREEMENT 267.18
08/15/2022 Open	P.O. BOX 359 HARTLAND MI,		/ / 08/03/2022	0.0000	N N		0.00 267.18

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Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zi		- CHECK TYPE: Post Date CK Run Date Disc. Date Due Date	Invoice	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
GL NUMBER 101-751-801.0	00	DESCRIPTION CONTRACTED SERVICES				MOUNT 7.18	
						VENDOR TOTAL:	267.18
НАҮАА-В 47211	HARTLAND AREA HAYAA - BASEA P.O. BOX 110	A YOUTH ATHLETIC ASSOC. BALL	08/15/2022 08/03/2022	081522	FOA N	PMT DUE 8/15/22 PER 2	AGREEMENT 1,285.72
08/15/2022 Open	HARTLAND MI,	48353	/ / 08/03/2022	0.0000	N N		0.00 1,285.72
GL NUMBER 101-751-801.0	00	DESCRIPTION CONTRACTED SERVICES			A 1,28	MOUNT 5.72	
						VENDOR TOTAL:	1,285.72
HCSA 47219		MUNITY SOCCER ASSN MUNITY EDUCATION	08/15/2022 08/03/2022	081522	FOA N	AUGUST 2022 PMT PER 2	AGREEMENT 644.58
08/15/2022	HOWELL MI, 48		/ / 08/03/2022	0.0000	N N		0.00 644.58
Open GL NUMBER 101-751-801.0	00	DESCRIPTION CONTRACTED SERVICES				MOUNT 4.58	
						VENDOR TOTAL:	644.58
HDFA 47851 06/09/2022 Open	HARTLAND DEEH 3205 HARTLANI HARTLAND MI,	D RD	06/09/2022 08/03/2022 / / 08/03/2022	HART_ESCI22 0.0000	FOA N N N	2022 STATION STUDY B	Y ESCI 21,684.46 0.00 21,684.46
GL NUMBER 285-336-801.0	00	DESCRIPTION CONTRACTED SERVICES			A) 21,68	MOUNT 4.46	
						VENDOR TOTAL:	21,684.46
0001 47829 07/15/2022 Open	HARTLAND TOWN	NSHIP GENERAL FUND	06/30/2022 08/03/2022 / / 08/03/2022	071522	FOA N N N	JUNE 2022 MOBILE HOM	E TAX DISBURSEME 279.50 0.00 279.50
GL NUMBER 701-000-290.3	00	DESCRIPTION MOBILE HOME FEES ESCROW				MOUNT 9.50	
0001	HARTLAND TOW	NSHIP GENERAL FUND	05/31/2022	071822	FOA	MAY 2022 MOBILE HOME	TAX DISBURSEMEN

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Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zi		- CHECK TYPE: Post Date CK Run Date Disc. Date Due Date	Invoice	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
47830 07/18/2022 Open	,		08/03/2022 / / 08/03/2022	0.0000	N N N		279.50 0.00 279.50
GL NUMBER 701-000-290.30	00	DESCRIPTION MOBILE HOME FEES ESCROW				MOUNT 9.50	
						VENDOR TOTAL:	559.00
WATERO&M 47826 07/18/2022 Open	HARTLAND TOW 2655 CLARK R HARTLAND MI,		07/18/2022 08/03/2022 / / 08/03/2022	07182022 0.0000	FOA N N N	JUNE 2022 WATER STAFF	OUT OF DEPT CO 5,890.69 0.00 5,890.69
GL NUMBER 101-751-801.00 101-265-801.00 101-567-801.00	09	DESCRIPTION CONTRACT SERVICES - WATER CONTRACT SERVICES - WATER CONTRACT SERVICES - WATER	SYSTEM	_	2,75 1,60 1,52	MOUNT 3.70 7.94 9.05 0.69	
WATERO&M 47825 07/18/2022 Open	HARTLAND TOW 2655 CLARK R HARTLAND MI,		07/18/2022 08/03/2022 / / 08/03/2022	071822 0.0000	FOA N N N	MAY 2022 WATER STAFF C	UT OF DEPT COS 6,714.37 0.00 6,714.37
GL NUMBER 101-751-801.00 101-265-801.00 101-567-801.00	09	DESCRIPTION CONTRACT SERVICES - WATER CONTRACT SERVICES - WATER CONTRACT SERVICES - WATER	SYSTEM	_	2,14 1,82 2,74	MOUNT 9.40 3.68 1.29 4.37	
						VENDOR TOTAL:	12,605.06
HYL 47226 08/15/2022 Open	HARTLAND YOU P.O. BOX 56 HARTLAND MI,		08/15/2022 08/03/2022 / / 08/03/2022	081522 0.0000	FOA N N N	AUGUST 2022 PMT PER AG	REEMENT 267.18 0.00 267.18
GL NUMBER 101-751-801.00	00	DESCRIPTION CONTRACTED SERVICES				MOUNT 7.18	
						VENDOR TOTAL:	267.18
1548 47799	HORIZON LAND 11765 HIBNER		07/12/2022 08/03/2022	16275	FOA N	LANDSCAPE RENOVATION A	T TWP HALL 30,870.00

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Vendor Code Ref # Invoice Date	Vendor name Address City/State/Z:		<pre>N - CHECK TYPE: Post Date CK Run Date Disc. Date Due Date</pre>	Invoice	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
07/12/2022	HARTLAND MI,	48353	/ / 08/03/2022	0.0000	N Y		0.00 30,870.00
Open			0070372022		1		30,070.00
GL NUMBER 401-265-970.0	00	DESCRIPTION CAPITAL OUTLAY			A1 30,87	MOUNT 0.00	
						VENDOR TOTAL:	30,870.00
1120 47807	KIZCAM 3280 W GRAND	RIVER	07/12/2022 08/03/2022	17676	FOA N	REGULAR/WINDOWED ENVELO	DPES 178.87
07/12/2022	HOWELL MI, 4		/ / 08/03/2022	0.0000	N N		0.00
Open			00/05/2022		IN		1/0.0/
GL NUMBER 101-172-727.0	00	DESCRIPTION SUPPLIES & POSTAGE				MOUNT 8.87	
						VENDOR TOTAL:	178.87
0220 47828 07/15/2022	LIVINGSTON C 200 E. GRAND HOWELL MI, 4		06/30/2022 08/03/2022 / /	071522	FOA N N	JUNE 2022 MOBILE HOME ?	TAX DISBURSEME 1,397.50 0.00
Open			08/03/2022		Ν		1,397.50
GL NUMBER 701-000-290.3	00	DESCRIPTION MOBILE HOME FEES ESCROW			A 1,39	MOUNT 7.50	
0220		OUNTY TREASURER	05/31/2022	071822	FOA	MAY 2022 MOBILE HOME TA	
47827 07/18/2022	200 E. GRAND HOWELL MI, 4		08/03/2022	0.0000	N N		1,397.50 0.00
Open			08/03/2022		Ν		1,397.50
GL NUMBER 701-000-290.3	00	DESCRIPTION MOBILE HOME FEES ESCROW			A) 1,39	MOUNT 7.50	
						VENDOR TOTAL:	2,795.00
LOWES 47844 07/13/2022	LOWES BUSINE P.O. BOX 530 ATLANTA GA,		07/13/2022 08/03/2022 / / 08/03/2022	11681 0.0000	FOA N N N	LIGHT BULBS & TOOL SET	104.47 0.00 104.47
Open			50,05/2022		T.A.		101.17
GL NUMBER 101-265-740.0 536-000-740.0		DESCRIPTION OPERATING SUPPLIES OPERATING SUPPLIES		_	8 1	MOUNT 5.49 8.98	
					10	4.47	

07/28/2022 11:4 User: SUSANC DB: Hartland	EXP CH	OVAL BY INVOICE REF ECK RUN DATES 08/0 OTH JOURNALIZED AND	3/2022 - 08/03, D UNJOURNALIZED	/2022	Page:	7/9
Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zip	OPEN - CHECK TYPE: Post Date CK Run Date Disc. Date Due Date	Invoice	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
					VENDOR TOTAL:	104.47
MMRMA 47811 07/18/2022	MI MUNICIPAL RISK MANAGEMENT AUTHO DRAWER #64458 DETROIT MI, 48264045	DR 07/18/2022 08/03/2022 / / 08/03/2022	M0000638 - 2 0.0000	2022 FOA N N N	7/1/22 - 7/1/23 GENERA	L FUND CONTRIB 27,773.00 0.00 27,773.00
Open						
GL NUMBER 101-172-910.00 536-000-910.00 590-000-910.00	0 INSURANCE			14,44 5,55	6.44	
MMRMA 47812 07/18/2022 Open	MI MUNICIPAL RISK MANAGEMENT AUTHO DRAWER #64458 DETROIT MI, 48264045	DR 07/18/2022 08/03/2022 / / 08/03/2022	R0000638 - 2 0.0000	22 FOA N N N	7/1/22 - 7/1/23 RETENT	ION FUND CONTR 12,000.00 0.00 12,000.00
GL NUMBER 101-172-910.00 536-000-910.00 590-000-910.00	0 INSURANCE			6,24 2,40	MOUNT 0.00 0.00 0.00 0.00	
					VENDOR TOTAL:	39,773.00
LCDPA 47808 07/18/2022 Open	MICHIGAN.COM PO BOX 742520 CINCINNATI OH, 45274-2520	07/18/2022 08/03/2022 / / 08/03/2022	PA8741424 - 0.0000	0718 FOA N N N	8/1/22 - 8/31/22 SERVI	
GL NUMBER 101-101-804.00	DESCRIPTION MEMBERSHIP & DUES				MOUNT 1.47	
					VENDOR TOTAL:	61.47
1180 47803 07/13/2022 Open	PETER'S TRUE VALUE HARDWARE 3455 W. HIGHLAND ROAD MILFORD MI, 48380	07/13/2022 08/03/2022 / / 08/03/2022	K63440 0.0000	FOA N N N	GRASS SEED/TOP SOIL	22.57 0.00 22.57
GL NUMBER 101-567-930.00	DESCRIPTION 0 REPAIRS & MAINTENANCE	E			MOUNT 2.57	

07/28/2022 11:4 User: SUSANC DB: Hartland	44 AM	BOTH	RUN DATES 08/03 JOURNALIZED AND	3/2022 - 08/03/2 UNJOURNALIZED		2 I	Page: 8/9
Vendor Code Ref # Invoice Date	Vendor name Address City/State/Z		N - CHECK TYPE: Post Date CK Run Date Disc. Date Due Date	Invoice	Bank Hold Sep C 1099	Invoice Description	Gross Amount Discount Net Amount
1180 47809 07/14/2022 Open	PETER'S TRUE 3455 W. HIGH MILFORD MI,		07/14/2022 08/03/2022 / / 08/03/2022	K63461 0.0000	FOA N N N	PAINT	23.45 0.00 23.45
GL NUMBER 536-000-930.0	03	DESCRIPTION REPAIRS & MAINTENANCE BL	.D&GRDS			AMOUNT 23.45	
1180 47849 07/26/2022 Open	PETER'S TRUE 3455 W. HIGH MILFORD MI,		07/26/2022 08/03/2022 / / 08/03/2022	K63640 0.0000	FOA N N N	BOLTS	0.69 0.00 0.69
GL NUMBER 536-000-740.0	00	DESCRIPTION OPERATING SUPPLIES				AMOUNT 0.69	
						VENDOR TOTAL:	46.71
7532 47843 07/22/2022 Open	PRINTING SYS 12005 BEECH TAYLOR MI, 4	DALY	07/22/2022 08/03/2022 / / 08/03/2022	224412 0.0000	FOA N N N	ELECTION SUPPLIES	191.86 0.00 191.86
GL NUMBER 101-191-727.0	00	DESCRIPTION SUPPLIES & POSTAGE				AMOUNT 91.86	
						VENDOR TOTAL:	191.86
STAPLES 47810 07/16/2022 Open	STAPLES PO BOX 66040 DALLAS TX, 7		07/16/2022 08/03/2022 / / 08/03/2022	8066917341 0.0000	FOA N N N	MISC SUPPLIES	45.51 0.00 45.51
GL NUMBER 101-172-727.0	00	DESCRIPTION SUPPLIES & POSTAGE				AMOUNT 45.51	
						VENDOR TOTAL:	45.51
TOSHIBA 47842 07/18/2022 Open	TOSHIBA AMER PO BOX 927 BUFFALO NY,	ICA BUSINESS SOLUTIONS	07/18/2022 08/03/2022 / / 08/03/2022	5822616 0.0000	FOA N N N	6/25 - 7/24/22 - E	STUDIO2830C COLOR 4.92 0.00 4.92
GL NUMBER 101-172-930 0	0.0	DESCRIPTION REPAIRS & MAINTENANCE				AMOUNT	

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Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zip	Post Date In CK Run Date PO	nvoice Bank	Invoice Description	Gross Amount Discount Net Amount
				VENDOR TOTAL:	4.92
WATERTECH 47838 06/30/2022 Open	WATER TECH 718 S MICHIGAN HOWELL MI, 48843	08/03/2022	4071 FOA N .0000 N N	JUNE 2022	944.00 0.00 944.00
GL NUMBER 536-000-740.0	DESCRIPTION 00 OPERATING SUPPLIES			MOUNT 4.00	
				VENDOR TOTAL:	944.00
			TOI	AL - ALL VENDORS:	135,931.10
Fund 206 - FI Fund 285 - CL Fund 401 - CA Fund 536 - WA Fund 590 - SE	NICIPAL STREET FUND RE OPERATING				50,870.85 2,635.93 519.20 21,684.46 30,870.00 9,806.52 16,190.14 3,354.00

Submitted By:	Susan Case, Finance Clerk
Subject:	Approve Post Audit of Disbursements Between Board Meetings
Date:	July 26, 2022

**Recommended Action** Move to approve the presented disbursements under the post-audit resolution.

#### Discussion

The following disbursements have been made since the last board meeting:

Accounts Payable – \$25,333.51

July 28, 2022 Payroll - \$82,730.87

#### **Financial Impact**

Is a Budget Amendment Required?  $\Box$  Yes  $\boxtimes$  No All expenses are covered under the amended FY23 budget.

Attachments Post Audit Bills List 07.14.2022 Post Audit Bills List 07.21.2022 Payroll for 07.28.2022 07/25/2022 04:55 PM User: SUSANC DB: Hartland

#### CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP CHECK DATE FROM 07/14/2022 - 07/14/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/14/2022	FOA	42912	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	20.18
		42912		STREET LIGHTS	101-448-921.000	210.29
		42912		UTILITIES - GAS	536-000-920.001	15.00
					-	245.47
07/14/2022	FOA	42913	DTE ENERGY	UTILITIES - ELECTRIC	101-751-920.002	47.13
07/14/2022	FOA	42914	LIVINGSTON DAILY PRESS & ARGUS	PRINTING & PUBLICATIONS	101-215-900.000	210.00
	42914		PRINTING & PUBLICATIONS	101-400-900.000	100.00	
					-	310.00
			TOTAL - ALL FUNDS	TOTAL OF 3 CHECKS		602.60
GL TOTA	LS					
101-215-900	.000		PRINTING & PUBLICATIONS	210.00		
101-265-920	.001		UTILITIES - GAS	20.18		
101-400-900	.000		PRINTING & PUBLICATIONS	100.00		
101-448-921	.000		STREET LIGHTS	210.29		
101-751-920	.002		UTILITIES - ELECTRIC	47.13		
536-000-920	.001		UTILITIES - GAS	15.00		
			TOTAL	602.60		

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#### CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP CHECK DATE FROM 07/21/2022 - 07/21/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/21/2022	FOA	42949	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	218.73
		42949		EMPLOYMENT EXPENSE	101-192-716.000	64.06
		42949		EMPLOYMENT EXPENSE	101-209-716.000	60.52
		42949		EMPLOYMENT EXPENSE	101-215-716.000	92.55
		42949		EMPLOYMENT EXPENSE	101-253-716.000	121.04
		42949		EMPLOYMENT EXPENSE	101-400-716.000	171.57
		42949		EMPLOYMENT EXPENSE	101-441-716.000	222.10
		42949		EMPLOYMENT EXPENSE	536-000-716.000	143.08
						1,093.65
07/21/2022	FOA	42950	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,640.27
		42950		STREET LIGHTS	101-448-921.000	36.87
		42950		UTILITIES	101-567-920.000	15.41
		42950		UTILITIES - ELECTRIC	101-751-920.002	576.05
		42950		UTILITIES - ELECTRIC	536-000-920.002	5,295.34
						7,563.94
07/21/2022	FOA	42951	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	146.66
		42951		EMPLOYMENT EXPENSE	101-192-716.000	94.06
		42951		EMPLOYMENT EXPENSE	101-209-716.000	91.50
		42951		EMPLOYMENT EXPENSE	101-215-716.000	62.89
		42951		EMPLOYMENT EXPENSE	101-253-716.000	68.84
		42951		EMPLOYMENT EXPENSE	101-400-716.000	108.78
		42951		EMPLOYMENT EXPENSE	101-441-716.000	79.40
		42951		EMPLOYMENT EXPENSE	536-000-716.000	81.17
						733.30
07/21/2022	FOA	42952	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,565.68
		42952		EMPLOYMENT EXPENSE	101-192-716.000	1,162.90
		42952		EMPLOYMENT EXPENSE	101-209-716.000	1,279.20
		42952		EMPLOYMENT EXPENSE	101-215-716.000	1,860.65
		42952		EMPLOYMENT EXPENSE	101-253-716.000	581.45
		42952		EMPLOYMENT EXPENSE	101-441-716.000	3,198.04
		42952		EMPLOYMENT EXPENSE	536-000-716.000	2,180.47
						12,828.39
07/21/2022	FOA	42953	VSP INSURANCE CO. (CT)	ACCRUED VISION BENEFITS	001-000-257.102	47.03
		42953		EMPLOYMENT EXPENSE	101-192-716.000	15.54
		42953		EMPLOYMENT EXPENSE	101-209-716.000	13.08
		42953		EMPLOYMENT EXPENSE	101-215-716.000	26.43
		42953		EMPLOYMENT EXPENSE	101-253-716.000	26.16
		42953		EMPLOYMENT EXPENSE	101-400-716.000	34.61
		42953		EMPLOYMENT EXPENSE	101-441-716.000	43.06
		42953		EMPLOYMENT EXPENSE	536-000-716.000	29.30
						235.21
07/21/2022	FOA	42954	HARTLAND M59 INV. LLC	SPECIAL ASSESSMENT REFUNDS	537-000-404.100	2,276.42

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#### 07/25/2022 04:56 PM User: SUSANC

DB: Hartland

101-567-920.000

101-751-920.002

536-000-716.000

536-000-920.002

537-000-404.100

UTILITIES

TOTAL

UTILITIES - ELECTRIC

UTILITIES - ELECTRIC

SPECIAL ASSESSMENT REFUNDS

EMPLOYMENT EXPENSE

#### CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP CHECK DATE FROM 07/21/2022 - 07/21/2022

15.41

576.05

2,434.02

5,295.34

2,276.42 24,730.91 Amount

Check Date Bank Chec	ck # Payee	Description	GL #	
GL TOTALS				
001-000-257.100	ACCRUED MEDICAL BENEFITS	2,565.68		
001-000-257.101	ACCRUED DENTAL BENEFITS	218.73		
001-000-257.102	ACCRUED VISION BENEFITS	47.03		
001-000-257.103	ACCRUED STD/LTD BENEFITS	146.66		
101-192-716.000	EMPLOYMENT EXPENSE	1,336.56		
101-209-716.000	EMPLOYMENT EXPENSE	1,444.30		
101-215-716.000	EMPLOYMENT EXPENSE	2,042.52		
101-253-716.000	EMPLOYMENT EXPENSE	797.49		
101-265-920.002	UTILITIES - ELECTRIC	1,640.27		
101-400-716.000	EMPLOYMENT EXPENSE	314.96		
101-441-716.000	EMPLOYMENT EXPENSE	3,542.60		
101-448-921.000	STREET LIGHTS	36.87		

#### Check Register Report For Hartland Township For Check Dates 07/28/2022 to 07/28/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/28/2022	FOA	17163	BURROUGHS, JEFFREY M	70.00	61.67	0.00	Open
07/28/2022	FOA	17164	LAROSE, MICHELLE M	90.00	79.29	0.00	Open
07/28/2022	FOA	17165	PETRUCCI, JOSEPH M	525.00	438.59	0.00	Open
07/28/2022	FOA	17166	ICMA VANTAGEPOINT TRANSFER AGENT	2,325.89	2,325.89	0.00	Open
07/28/2022	FOA	17167	ICMA VANTAGEPOINT TRANSFER AGENT	3,843.77	3,843.77	0.00	Open
07/28/2022	FOA	17168	ICMA VANTAGEPOINT TRANSFER AGENT	1,621.12	1,621.12	0.00	Open
07/28/2022	FOA	17169	ICMA VANTAGEPOINT TRANSFER AGENT	200.00	200.00	0.00	Open
07/28/2022	FOA	DD7934	BEAUDOIN, DIANA K	1,178.24	0.00	1,027.91	Cleared
07/28/2022	FOA	DD7935	BEDUHN, TIMOTHY L.A.	1,776.50	0.00	1,352.05	Cleared
07/28/2022	FOA	DD7936	BERNARDI, MELYNDA A	1,408.19	0.00	1,090.72	Cleared
07/28/2022	FOA	DD7937	BROOKS, TYLER J	2,398.99	0.00	1,694.71	Cleared
07/28/2022	FOA	DD7938	CASE, SUSAN E	1,750.70	0.00	1,139.33	Cleared
07/28/2022	FOA	DD7939	CIOFU, LARRY N	2,746.24	0.00	1,980.76	Cleared
07/28/2022	FOA	DD7940	COBB, SUSAN M	85.31	0.00	75.16	Cleared
07/28/2022	FOA	DD7941	COSGROVE, HEATHER H	1,066.75	0.00	939.80	Cleared
07/28/2022	FOA	DD7942	DRYDEN-HOGAN, SUSAN A	3,601.41	0.00	2,555.77	Cleared
07/28/2022	FOA	DD7943	FOUNTAIN, WILLIAM J	2,746.24	0.00	2,295.92	Cleared
07/28/2022	FOA	DD7944	FOX, LAWRENCE E	428.25	0.00	377.29	Cleared
07/28/2022	FOA	DD7945	GERMANE, MATTHEW J	525.00	0.00	459.84	Cleared
07/28/2022	FOA	DD7946	GREIG, DAVID F	70.00	0.00	64.65	Cleared
07/28/2022	FOA	DD7947	GRISSIM, SUSAN L	180.00	0.00	166.23	Cleared
07/28/2022	FOA	DD7948	HAASETH, GWYN M	425.00	0.00	383.28	Cleared
07/28/2022	FOA	DD7949	HEASLIP, JAMES B	3,211.94	0.00	1,811.64	Cleared
07/28/2022	FOA	DD7950	HORNING, KATHLEEN A	2,996.24	0.00	2,180.40	Cleared
07/28/2022	FOA	DD7951	HUBBARD, TONYA S	1,634.00	0.00	1,171.62	Cleared
07/28/2022	FOA	DD7952	JOHNSON, LISA	2,253.00	0.00	1,427.77	Cleared
07/28/2022	FOA	DD7953	KENDALL, ANTHONY S	34.49	0.00	31.85	Cleared
07/28/2022	FOA	DD7954	LANGER, TROY D	3,842.16	0.00	2,709.82	Cleared
07/28/2022	FOA	DD7955	LITTERAL, JON D	70.00	0.00	64.65	Cleared
07/28/2022	FOA	DD7956	LOFTUS, DANIEL M	346.61	0.00	305.36	Cleared
07/28/2022	FOA	DD7957	LOUIS, CASEY	568.36	0.00	322.08	Cleared
07/28/2022	FOA	DD7958	LUCE, MICHAEL T	3,446.80	0.00	2,523.62	Cleared
07/28/2022	FOA	DD7959	MAYER, JAMES L	232.50	0.00	204.83	Cleared
07/28/2022	FOA	DD7960	MCMULLEN, SUMMER L	705.00	0.00	597.17	Cleared

#### Check Register Report For Hartland Township For Check Dates 07/28/2022 to 07/28/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/28/2022	FOA	DD7961	MITCHELL, MICHAEL E	180.00	0.00	166.23	Cleared
07/28/2022	FOA	DD7962	MORGANROTH, CAROL L	2,087.57	0.00	1,610.90	Cleared
07/28/2022	FOA	DD7963	MURPHY, THOMAS A	90.00	0.00	79.28	Cleared
07/28/2022	FOA	DD7964	NIXON, MITCHELL A	942.50	0.00	790.05	Cleared
07/28/2022	FOA	DD7965	O'CONNELL, DENISE	525.00	0.00	368.59	Cleared
07/28/2022	FOA	DD7966	RADLEY, JAMES W	864.50	0.00	729.14	Cleared
07/28/2022	FOA	DD7967	SHOLLACK, DONNA M	2,150.50	0.00	1,627.50	Cleared
07/28/2022	FOA	DD7968	SOSNOWSKI, SHERI R	1,305.25	0.00	1,002.33	Cleared
07/28/2022	FOA	DD7969	VERMILLION, KAREN L	1,759.68	0.00	1,266.63	Cleared
07/28/2022	FOA	DD7970	WEST, ROBERT M	4,466.67	0.00	2,713.53	Cleared
07/28/2022	FOA	DD7971	WYATT, MARTHA K	2,971.57	0.00	1,920.42	Cleared
07/28/2022	FOA	EFT642	FEDERAL TAX DEPOSIT	12,964.72	12,964.72	0.00	Cleared
07/28/2022	FOA	EFT643	MI DEPT OF TREASURY	4,019.21	4,019.21	0.00	Cleared
Totals:			Number of Checks: 047	82,730.87	25,554.26	41,228.83	
	Total Physical Checks Total Check Stubs:	:	7 40				

Submitted By: Larry Ciofu, Clerk

Subject: 07-19-22 Hartland Township Board Regular Meeting Minutes

**Date:** July 27, 2022

**Recommended Action** Move to approve the Hartland Township Board Regular Meeting Minutes for July 19, 2022.

**Discussion** Draft minutes are attached for review.

Financial Impact None

Attachments 7-19-22 HTB Minutes - DRAFT

## **DRAFT**

#### 1. Call to Order

The meeting was called to order by Supervisor Fountain at 7:00 p.m.

#### 2. Pledge of Allegiance

#### 3. Roll Call

PRESENT: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane (7:15pm), Trustee McMullen, Trustee O'Connell, Trustee Petrucci (7:43 p.m. via teleconference – not eligible to vote)

ABSENT: None

Also present was Township Manager Robert West and Public Works Director Michael Luce.

#### 4. Approval of the Agenda

## Move to approve the agenda for the July 19, 2022, Hartland Township Board meeting as presented.

Motion made by T	reasurer Horning, Seconded by Trustee O'Connell.
Voting Yea:	Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee McMullen, Trustee
-	O'Connell
Voting Nay:	None
Absent:	Trustee Germane, Trustee Petrucci

#### 5. Call to the Public

Alex Yarber, of Vincent Drive, came forward to lodge a complaint with the Township Board on a recent experience that he and his neighbors had in dealing with the Township. He stated that back in September 2021 they met with representatives of the Township, that are present at the meeting tonight, to discuss a special assessment district (SAD) to pave their road, Vincent Drive. It was a productive meeting and there were a lot of questions that they had adequately answered at the time. One question was how many people would they need to get on their street to agree to this SAD for this project to move forward. At that time, they were told 75%. They also asked if there was any type of policy in place with the Board or with the Township as it relates to that number. Mr. Yarber stated that the answer was no. He stated in February 2022 a petition was started and the 75% number was achieved around March 2022, and that point in time they were informed that that number was going to have to go up to at least 80%. He stated that this was somewhat of a challenge at that point, but with some extra effort they were able to get the additional signatures that were needed to get to 80%. He stated that this around was the end of April 2022. Around June Mr. Yarber checked in with the DPW Department and after playing some phone tag he was basically informed that the deal was dead, without using those exact words. Mr. Yarber stated that he was told that the Township would require 100% participation rate and as it turns out on May 17, the Township approved a change to the policy which added this requirement that 100% of signatures would be needed for a project of this scope. Mr. Yarber stated that this looked bad and thought this looked like an ex-post facto law, and he wondered if the Township Board knew at that point in time that there was an active deal that was under consideration. He stated that there were some transparency and accountability issues that do not feel very good from a taxpayer standpoint. Mr. Yarber stated he understands the Township is providing a service, but he did not feel that they were treated fairly, and he has still not received any formal written explanation that he can provide to his

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES July 19, 2022 – 7:00 PM

neighbors that would explain why, all of a sudden, this project could not move forward. He stated he was disappointed of they way they were treated, and he does not feel that Hartland is a place where this sort of thing happens and would like to know that it does not. He stated his personal experiences indicate that his worst instincts are actually true. He stated he hoped the Township could take some steps to ensure this does not happen again as he felt it was a misrepresentation by the Township and a written explanation of the situation should be provided to residents of the street. Mr. Yarber stated it is his understanding that there was one person on the street who threatened to sue the Township if the project moved forward so it makes him think that maybe his group should sue since they are the majority and that maybe they can get the project to go through if they sue. Mr. Yarber stated that is not a threat, but just demonstrates some of the logic here and that they did not get adequate closure on this matter.

Supervisor Fountain stated he would like to spend a few minutes with Mr. Yarber to introduce himself after the meeting as there is no debate at the Call to the Public. Supervisor Fountain stated he appreciated Mr. Yarber coming forward and he is willing to meet Mr. Yarber to discuss this further tomorrow, or on another date, as this matter has been thoroughly vetted by the Board at various work sessions and there were special circumstances with this project. Mr. Yarber stated that he did not have any dispute with the decision, but his biggest complaint was the way it was handled and the way they were treated.

Robert Battaglia of Vincent Drive came forward and stated he believes that this should all be in the public record because he believes that they were misled and lied to in many ways on this project. Mr. Battaglia stated that DPW Director Michael Luce made statements in the first meeting that did not pan out. Mr. Battaglia also spoke with Township Manager Robert West on the phone, and he stated Manager West told him it would not have been approved at 100%. Mr. Battaglia says why even have a first meeting if they knew it would not be approved. Mr. Battaglia feels that they have been deceived and lied to and it was a waste of time. Treasurer Horning stated that she did not think at the time of the first meeting that they knew the actual cost of the project. Mr. Battaglia stated that there was a cost given at the first meeting.

Supervisor Fountain stated that this is in the public record and promised to get an answer to Mr. Battaglia and his group on the justification of the Township Board on what was done and why it was done.

Angela Yarber of Vincent Drive came forward and stated that she is here on the same issue. Mrs. Yarber would like to know why there has been no communication from the Township and why did they have to come to the Board meeting to get an answer.

Supervisor Fountain stated we will be looking into this and will be discussed at the future meeting.

Matt Pedigo of Cullen Road came forward and stated that he sent an email to the Board this morning over some concerns of the proposed police protection plan. Unfortunately, he feels like it might be a forgone conclusion as talking to Manager West today it sounds like there may already be things in progress on this issue. At any rate, Mr. Pedigo stated that he has a lot of concerns about it and questions as to what the intentions are and what are the metrics that are going to be used gauge the success of doing this plan. Mr. Pedigo believes that this is a lot of money to spend, in his opinion, for something he believes that we do not know if we are going to create solution to a problem or create a solution looking for a problem.

#### 6. Approval of the Consent Agenda

## Move to approve the consent agenda for the July 19, 2022, Hartland Township Board Meeting as presented.

Motion made by Clerk Ciofu, Seconded by Trustee O'Connell.				
Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee				
McMullen, Trustee O'Connell				
None				
Absent: Trustee Petrucci				

- a. Waldenwoods Fireworks Display Permit August 5, 2022
- b. Approve Payment of Bills
- c. Approve Post Audit of Disbursements Between Board Meetings
- d. 06-21-22 Hartland Township Board Closed Session Meeting Minutes
- e. 06-21-2022 Hartland Township Board Regular Meeting Minutes

#### 7. Pending & New Business

a. 2022-2024 Hartland Township Police Protection Contract

Supervisor Fountain gave a brief overview of the history of the past experiences regarding police protection for Hartland. He stated that in the late 80s the Township contracted with the Livingston County Sheriff's Department (LCSD) and had a longstanding relationship with contracting through around 2011. At that point the costs were around \$150,000 a year for 8 hours of coverage per day. During this time there were a lot of productive meetings with the LCSD and a lot of questions were asked with regards to the justification on the contract. There were two one-year extensions signed as we were deliberating if this was something that was good for our community or not. In 2014, or 2015, the Township Board decided to terminate the police protection contract based on our findings. He stated we have talked about continuously not only within the Township, but we have been meeting with our neighboring communities that do not have their own police protection. He stated that Brighton Township has the Michigan State Police (MSP) Department Post in their back yard, and they do not feel the need for additional coverage. Supervisor Fountain stated that they have been keeping in contact with our neighboring communities for a long time and have had internal discussions as to what it would cost to start our own Police Department. We researched the possibility of contracting with the MSP, which was not possible, and we looked at contracting with Milford Police or the Oakland County Sheriff and those are all territorial and they will not go outside their geographical jurisdiction. We have been exploring all of our options for police protections on an ongoing basis. Supervisor Fountain stated that we have a great relationship with Sheriff Murphy of the LCSD, and we decided to regroup with Sheriff Murphy last year on police protection contract discussions. Sheriff Murphy has developed a consistent police protection contract from community to community. Supervisor Fountain stated a lot of things have happened in the last year and a half and we strongly have discussed this as a Board and even budget dollars for this contract at our last budget cycle in February of this year. He stated we budgeted \$164,000 for police protection this year as a holding amount if a viable option for police protection were to present itself. We also reviewed the police contracts and intentions of our neighboring communities with regards to police protection. We have had discussions about things that have happened in Michigan, and across the United States, and discussed who would be the best people for Hartland Township to partner with if we explored a police protection contract. We reached out to the Hartland Consolidated Schools (HCS) and the and Charyl Stockwell Academy (CSA) as to their concerns and needs. Supervisor Fountain stated

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES July 19, 2022 – 7:00 PM

he and Manager West had the first discussions with them in April 2022, after the Board decided to explore an opportunity to bring back some type of police contract with the LCSD. Those were very fruitful conversations with the LCSD, HCS, and CSA where we looked at what would be the best times in the day and how many hours of contracted service that we would be looking for in a contract. Hartland Township used to have 8 hours a day and this contract is for 12 hours a day on average. Supervisor Fountain stated that he has been doing this for a long time and as the community has grown it has always been forefront in his mind that this community always maintains a one-to-one basis years cash flow to expenses reserve, and that it has that and even more at this point. This holding pattern of planning for \$150,000 plus a year for police protection for the last 7 or 8 years has always been in our plans. He stated that these funds would be coming out of our general fund and that we do not want to go into a special assessment or a millage scenario in our community for this. We looked at three year and five years contracts and settled on a three-year contract that would provide for a sufficient amount of time for the plan to be fruitful and successful for the community while giving future Boards the option to change direction if so deemed. The difference between this contract and the last contract is mindset of what police in our community would look like. These officers would be part of our community and go to special events and be a partnership within the community. Supervisor Fountain and Manager West have met with the two officers selected for this duty and they though these were excellent choices to be part of the community, our educational system, and have a positive presence in our community. He stated that we would have not been able to start our own police department, nor was this the intent of this Board, without a police millage. Manager West gave a brief overview of police road patrol and the statistics we have been monitoring and will continue to monitor as we work through this contract. He also reviewed the overall cost of the contract and that the LCSD is covering some of the cost of the overall expenses of the officers and equipment.

#### <u>Move to approve the three-year contract for dedicated police protection with the</u> Livingston County Sheriffs' Office as presented.

Motion made by (	Clerk Ciofu, Seconded by Trustee Germane	Roll call vote taken
Voting Yea:	Supervisor Fountain, Clerk Ciofu, Trustee	Germane, Treasurer Horning,
-	Trustee McMullen, Trustee O'Connell	-
Voting Nay:	None	
Absent:	Trustee Petrucci	Motion passed: 6-0-1

#### 8. Board Reports

Treasurer Horning - No report Trustee Germane - No report Trustee O'Connell - No report Trustee McMullen - No report

Clerk Ciofu - The Primary Election is August 2, 2022. He stated you can obtain absentee voter ballot applications up until 4:00 pm on the day before the election. At this time if anyone is submitting an application for an absentee ballot there is still time for us to mail your ballot to you, but you should consider dropping it off here at the Township Hall or in the drop box out front to avoid any mail delay issues. Manager West reminded everyone that because of the election on August 2nd, the next Board meeting will be on Wednesday August 3rd.

#### [BRIEF RECESS]

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES July 19, 2022 – 7:00 PM

#### 9. Information / Discussion

Trustee Petrucci joined the meeting via telephone from Florida

a. Manager's Report

Manager West gave a brief update on the Septage Receiving Station stating that he brought up an Septage Receiving Station anomaly with the Livingston County Board of Public Works, but he did not feel it was given the proper attention, so he has taken another approach. He stated he, Supervisor Fountain, Public Works Director Mike Luce, and Finance Director Susan Dryden-Hogan met with four members of the Livingston County Drain Commission staff. He stated he thought the staff understood the issue, but he was uncertain as to what action may be taken on the discussions. He wanted to inform the Board that he has a meeting scheduled for tomorrow with County Commissioner Wes Nakagiri and County Administrator Nathan Burd to explain the same story to them with the approval of the Board. He also informed the Board that Deputy Drain Commissioner Michelle LaRose submitted her resignation last Monday. MS. LaRose will also be leaving the Hartland Township Planning Commission.

b. ARPA Funding Update

This item was postponed to a future meeting of the Board.

c. Closed Session: To review the written legal opinion of the Township Attorney, subject to attorney-client privilege, in accordance with the Open Meetings Act, MCL 15.268(e)

#### Move to go into closed session to review the legal opinion of the Township Attorney, subject to attorney-client privilege, in accordance with the Open Meetings Act, MCL 15.268(e), and to include Finance Director Susan Dryden-Hogan and Public Works Director Mike Luce.

Motion made by Treasurer Horning, Seconded by Trustee O'Connell.Roll call vote takenVoting Yea:Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane,<br/>Trustee McMullen, Trustee O'ConnellVoting Nay:NoneIneligible to Vote:Trustee PetrucciMotion passed: 6-0-1

Board is in closed session at: 7:45 p.m.

Board came out of closed session at: 8:55 p.m.

#### 10. Adjournment

#### Move to adjourn the meeting at 8:55 p.m.

Motion made by Trustee Germane, Seconded by Treasurer Horning.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell None Ineligible to Vote: Trustee Petrucci

Submitted By:	Larry Ciofu, Clerk
Subject:	07-19-22 Hartland Township Board Closed Session Meeting Minutes
Date:	July 27, 2022

**Recommended Action** Move to approve the Hartland Township Board Closed Session Meeting Minutes for July 19, 2022.

**Discussion** Draft minutes are available in the Clerk's office for review.

**Financial Impact** None

Attachments None

Submitted By:	Susan Dryden-Hogan, Finance Director
Subject:	Resolution to Amend Resolution No. 11-R010 Interfund Loan Interest
Date:	July 27, 2022

#### **Recommended Action**

Motion to approve Resolution No. 22-R017, regarding Interfund Loan Interest

#### Discussion

The original Resolution No. 11-R010 specified Multi-Bank Securities, Inc when determining the interest rate to charge, however, the Township Treasurer no longer invests with that group. The Treasurer has access to several approved investment sources, as disclosed in the Investment Policy recently updated. Rather than specifying the source, the Treasurer will use all available sources to determine the highest rate of return available.

#### **Financial Impact**

This resolution will be used to determine the interest rate to be charged to the Hartland Woods Square Road SAD, with an additional 1% added to the current highest rate available.

Attachments Resolution 22-R017

#### **RESOLUTION NAME**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on August 3, 2022, at 7:00 p.m.

PRESENT:\_\_\_\_\_

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_\_ and

seconded by \_\_\_\_\_.

WHEREAS, in Resolution No. 11-R010, Hartland Township established a standard rate for all present and future interfund loans in order to foster consistency; and

\_\_\_\_\_

WHEREAS the Township set the determination by the Treasurer of the highest annual interest rate of return on the longest Certificate of Deposit term available (but no more than 66 months) from Multi-Bank Securities, Inc.; and

WHEREAS, the Treasurer has access to additional investment sources already approved by the Township Board through the Investment Policy; and

WHEREAS, the Township may determine that it is desirable and in the best interests of the Township to finance certain costs from time to time through the use of inter-fund loans; and

WHEREAS, the Township desires to be reimbursed for the opportunity costs associated with interfund loans and advances from available fund balances;

#### NOW, TEHEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

- 1. All existing and future interfund loans and advances shall bear an interest rate that is established on the origination date and adjusted on each subsequent payment date (whether annually, monthly or some other established increment) by the following methodology:
  - a. The Township Treasurer is directed to use the highest annual interest rate of return available from approved investment sources for terms no more than 66 months.

- b. This interest rate will be applied to the unpaid principal amount of the interfund loan in calculating its interest due or accrued at the next payment or payoff.
- 2. The interest rate calculation provided in this Resolution shall immediately supersede the interest rate adopted in Resolution No. 11-R010.
- 3. The Township Board, by further resolution at any time, may determine to revise this interest rate calculation provided in this Resolution on any or all existing or future interfund loans.
- 4. Any and all resolutions that are in conflict with this resolution are hereby repealed, but only to the extent to give this resolution full force and effect.

A vote on the foregoing resolution was taken and was as follows:

ADOPTED:

YEAS: \_\_\_\_\_

STATE OF MICHIGAN	)
	)
COUNTY OF LIVINGSTON	)

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Hartland, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a regular meeting held on the 3<sup>rd</sup> day of August, 2022.

Larry Ciofu, Hartland Township Clerk

Submitted By:	Troy Langer, Planning Director
Subject:	Site Plan/PD Application #22-006, Preliminary Planned Development Site Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)
Date:	July 26, 2022

#### **Recommended Action**

Move to approve Site Plan Application #22-006, the Preliminary Planned Development Site Plan for the Courtyards, Hartland Senior Community, as outlined in the staff report dated July 25, 2022

Approval of Site Plan/PD Application #22-006, the Preliminary Planned Development Site Plan for Hartland Senior Community, subject to the following conditions:

- 1. The Preliminary Planned Development Site Plan for Hartland Senior Community, SP PD #22-006, is subject to the approval of the Township Board.
- 2. Waiver request on the minimum lot size requirement for a planned development, being less than 20 acres, is approved.
- 3. As part of the Final Plan Review, the applicant shall secure an ingress-egress easement agreement for the proposed access drive connection to the adjacent property to the west (Hartland Sports Center, at 2755 Arena Drive), and the document shall be in a recordable format. In the event the applicant is not able to reach an agreement with the adjacent property owner for said access drive connection, the applicant shall install their portion of the emergency access drive on the planned development property and provide applicable easement documents that are to be properly executed and recorded.
- 4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated July 26, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
- 5. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
- 6. (Any other conditions the Planning Commission deems necessary)

#### Discussion

Applicant: Khurram Baig

#### **Site Description**

The subject property is located east of Arena Drive, north of Highland Road, and north of Bella Vita Senior Living (2799 Bella Vita Drive), in Section 22 of the Township. The undeveloped parcel (Parcel ID #4708-22-400-028) is approximately 9.58 acres in size and zoned CA (Conservation Agricultural). The 2015 Future Land Use Map (FLUM) designates this parcel as Multiple Family Residential. The 2020-2021 Amendment to the FLUM has this same designation.

Currently the property consists of an open field area in the center of the site, which is surrounded by forested areas on the north, east, and west. The majority of the site is shown as forested on Sheet V-1.0 (Topographic Survey). North Ore Creek and associated wetland areas occupy approximately 1.09 acres of the northeast corner of the property, per the applicant. Floodplain areas associated with North Ore Creek are in this same area. No modifications of the floodplain and wetland areas are proposed.

To the south, the property adjoins to the property associated with Bella Vita Senior Living facility. This property is zoned CA (Conservation Agricultural). Bella Vita Senior Living Facility, approximately 41,500 square feet in size, is an assisted living center that was approved by the Township in 2017 under Site Plan with Special Use Application #17-016. The FLUM designates this property as Multiple Family Residential.

The approximate 30.52-acre property to the east is undeveloped and zoned CA (Conservation Agricultural). The FLUM designation for this property is Multiple Family Residential.

The adjacent property north of the subject site is currently occupied by a single-family home and is zoned CA (Conservation Agricultural). This property is shown as Low Suburban Density Residential on the FLUM.

Hartland Sports Center is west of the site at 2755 Arena Drive and is zoned GC (General Commercial) and designated as Multiple Family Residential on the FLUM.

The point of access to the proposed residential planned development is from Bella Vita Drive, a private road that commences at Highland Road and provides access for multiple parcels. The plans show a proposed emergency access drive near the southwest corner of the site, which connects to a parking area associated with 2755 Arena Drive.

Municipal water and sanitary sewer will be required for this project.

The applicant has entered into a purchase agreement with the current owner.

#### Site History

Originally the subject parcel was part of an approximate 20.7-acre site that had previously been occupied by Fairway Golf driving range. In 2017, Bella Vita Senior Living was approved by the Township under Site Plan with Special Use Application #17-016. The assisted living facility was initially located in the center of the 20.7-acre site. A private drive (Bella Vita Drive) was constructed as part of this project to provide access from Highland Road to the Bella Vita parking lot.

#### Site Plan Application #20-004

SP #20-004 was a request to construct a private road that would provide access to four (4) parcels. The four (4) parcels would be created under a separate land division application. The existing portion of Bella Vita Drive had been constructed per the private road standards. The request under SP #20-004 was to extend the private drive approximately 200 feet to the north and terminate into a cul-de-sac. The dedication of the drive to become a private road required a recommendation by the Planning Commission to the Township

Board, with the final decision by the Township Board. SP #20-004 was approved by the Township Board on June 16, 2020.

#### Land Division Application #20-004

Upon approval of the private road under SP #20-004, the applicant intended to divide the approximate 20.7acre property into four (4) parcels, under a separate land division application. The land division application was approved by the Township in 2020 (LD #20-004) and the subject 9.58-acre parcel was created as a result. Currently the paved portion of the private road ends at the north property line of the Bella Vita site.

#### Site Plan/PD Application #22-004 (Hartland Senior Community PD-Concept Plan)

The Concept PD Plan was discussed under Site Plan/PD Application #22-004. The Planning Commission reviewed the project on April 14, 2022, which was followed up by the Township Board's review on May 3, 2022.

The Planning Commission recommended approval of this request at their July 14, 2022 regular meeting.

#### **Planned Development Procedure**

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD Planned Development. Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step.

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

Given the requirements for publishing a notice for the planned development, the public hearing has been scheduled for the July 14, 2022, Planning Commission meeting. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

For all intents and purposes, the Preliminary Plan step is essentially the same as a preliminary site plan review for a conventional project in the Township. All the information and details required for a preliminary site plan approval must be provided for the Preliminary PD review and approval. Final PD review will involve detailed plans for those phases for which construction is intended to begin immediately, review of the Planned Development Agreement, and other written documents as applicable.

#### **Overview of the Preliminary Plan and Proposed Use**

The proposed single-family residential Planned Development contains thirty-two (32) detached ranch style condominium units. The target buyers are 55-plus years old, without children, and are to be owner occupied. The Concept Plan had shown thirty (30) detached condominium units, however the Preliminary site plan indicates the extent of the wetland area in the northeast corner of the property is smaller in scope than was portrayed on the Concept Plan. This may have been a factor in allowing room for two (2) additional units.

Per the housing brochure provided with the Concept plan, several housing options are available. The housing styles include a single-story ranch style house with two (2) bedrooms and an attached two (2) stall garage. Other options include a three (3) bedroom house with an optional second floor bonus room and a three (3) stall garage. Each unit has a private outdoor courtyard on the side of the house. The unit square footage ranges in size from approximately 1,519 square feet to 4,060 square feet. The units are built on a

slab (no basement). Architectural plans are provided for the model Promenade III, which is a two-bedroom house with an optional upstairs bonus suite with an additional bedroom and bathroom.

Sheet C-1.1 shows thirty-two (32) condominium units, the building envelope, and a house footprint that is stated to be approximately 2,545 square feet. This may not reflect other housing models which may have a smaller or larger footprint. The unit dimensions vary in depth from 103 feet to 113 feet. The unit width is typically 57 feet or 59.5 feet. It is assumed that the house and all built features will be constructed within the unit building envelope.

The building envelope is shown in dashed lines. The proposed building setbacks are as follows:

Front:	15 feet
Corner:	10 feet
Side:	7.5 feet
Rear:	10 feet

The condominium unit line (rear) extends to the property line of the parcel on the east, west. and south sides. The rear building setback is ten (10) feet thus it is possible the leading edge of a house for several of the units could be as close as ten (10) feet from the property line on those sides of the site, should a larger house be built than portrayed on the plans. Also, the available green space area between the building envelope and the property line is ten (10) feet.

The Concept Plan had showed a side setback of five (5) feet, meaning the buildings could be as close as ten (10) feet apart. The side setback on the Preliminary Site plan is 7.5 feet, thus affording a 15-foot distance between buildings.

Access to the development is via Bella Vita Drive, which is a private road with access from Highland Road (M-59). Highland Road is under the jurisdiction of the Michigan Department of Transportation (MDOT). A representative from MDOT has reviewed the plans and has no concerns with the proposed project, or the use of Bella Vita Road as the only access to the residential development.

Internally vehicular circulation is provided by a small network of paved, private roads. The private roads in the proposed development will be required to meet the standards of Section 5.23 of the Zoning Ordinance for a road serving twenty-five (25) or more units or parcels. A private road is required to be constructed consistent with public road requirements of the Livingston County Road Commission (LCRC). The plans show the private roads to be paved with curb and gutter, 30 feet wide, with a 66- foot right-of-way easement.

The northern road runs east-west and dead-ends near the west property line. The southern road also runs east-west, and a connection is shown to the parking lot of the adjacent property to the west (2755 Arena Drive-Hartland Sports Center). This serves as a second means of access for emergency purposes. The emergency access is gated at the common property line. A detail drawing of the gate is provided.

The applicant has been in discussions with the property owner regarding this connection. Ideally it would be beneficial to both property owners to agree to establishing an ingress-egress easement. The proposed paved connection to the existing parking lot is routed through an existing parking island. Some existing landscaping in the parking island and along the common property line will be removed to facilitate the road connection.

A 5-foot wide, concrete sidewalk is shown on both sides of each private road within the development. A separate sidewalk connects to a 5-foot wide, mulched pedestrian path, which travels along the wetland

boundary in the northeast corner of the site, continues around the detention basin in the northwest corner, and returns to the starting point.

An on-site stormwater detention basin is shown in the northwest area of the site.

The Open Space Plan (Sheet C-1.0) states approximately 6.26 acres of the site are considered open space (65% of the PD area). Approximately 5.34 acres are designated as usable open space (56% of the PD area). More information is provided in this memorandum under "Open Space."

Municipal water and sanitary sewer will be required for this project. The applicant will need to work with the Township and Livingston County regarding public water and sanitary sewer. They will also need to work with the Hartland Township Department of Public Works (DPW) to acquire the necessary Residential Equivalent Units (REU)'s for this development.

The property is approximately 9.58 acres, resulting in an estimated density of 3.34 dwelling units per acre. More discussion on density is provided in the next section of this report.

#### **Eligibility Criteria (Section 3.1.18.B.)**

To be eligible for PD approval, the applicant must demonstrate that the criteria in Section 3.1.18.B. will be met.

1. Recognizable Benefits. The planned development shall result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning.

The applicant has provided a letter, dated June 1, 2022, that addresses this topic. Per the applicant, the recognizable benefits include the following:

- The subject property is designated Multiple Family Residential (on the FLUM) and the calculated maximum density is 77 dwelling units. The proposed development has thirty-two (32) dwelling units which equates to 42% of the maximum density.
- A lower density will provide more open space, less impact on traffic, and less demand on public utilities.
- The target buyers are 55 years or older and without children, thus there will be little impact on local schools.

#### 2. Minimum Size. Planned Developments must be a minimum of 20 acres of contiguous land.

The proposed project is approximately 9.58 acres in size and does not meet the minimum size for a planned development. Historically the Planning Commission has approved planned developments of less than twenty (20) acres. The applicant has requested a waiver from this standard, which is summarized in the letter dated March 25, 2022. The size of the development and waiver request were discussed by the Planning Commission during the review of the Concept Plan, at their April 14, 2022 meeting. Reasons for the waiver include the following, as summarized by the applicant:

• The subject property is surrounded by commercial properties and environmentally sensitive areas. Additional property is not available, that could be added to the proposal that makes economic sense.

- The proposed residential development is designed for the 55-year-old buyer (and older) which includes detached homes, small yards, outdoor living space, maintenance free living, and reduced maintenance demands for a homeowner's association. The subject site meets these key points.
- The proposal is well within the residential density allowed for in the FLUM.
- The proposed density is approximately three (3) dwelling units per one (1) acre and will use less resources than if built to the density allowed for on the FLUM, for resources such as sewage, water and gas.
- The proposed project will not put substantial stress on the school system given the target age group of 55 years and older.
- **3.** Use of Public Services. The proposed type and density of use shall not result in an unreasonable increase in the use of public services, facilities and utilities, and shall not place an unreasonable burden upon the subject site, surrounding land, property owners and occupants, or the natural environment.

The development is accessed from Bella Vita Drive, a private road, and internally, a looped system of private roadways is proposed. The south end of Bella Vita Drive intersects Highland Road, which is under the jurisdiction of the Michigan Department of Transportation (MDOT).

The applicant points out that the FLUM designates the subject property as Multiple Family Residential, and potentially could allow for a maximum density of seventy-seven (77) units (apartments). In comparison, the proposed residential single-family development with thirty-two (32) condominium units, will generate less traffic and have less impact on Highland Road, by approximately 50%, per the applicant.

Public water and sanitary sewer services will be required for the project. The Township Director of Public Works has provided comments in the review letter dated July 3, 2022.

4. Compatibility with Comprehensive Plan. The proposed development shall not have an adverse impact upon the Comprehensive Plan for the Township. Notwithstanding this requirement, the Township may approve a Planned Development proposal that includes uses which are not called for on the Future Land Use Map, provided that the Planning Commission and Township Board determine that such a deviation from the Future Land Use Map is justified in light of the current planning and development objectives of the Township.

The subject property is designated Multiple Family Residential on the adopted 2015 Future Land Use Map (FLUM) and the 2020-2021 Amendment to the FLUM. This category designation envisions a maximum density of eight (8) units per acre. Using the subject site acreage of 9.58 acres and allowing a maximum of eight (8) units per acre, a maximum 76.64 units could be permitted (8 x 9.58 acres). The proposed Preliminary Plan proposes a density of 3.34 dwelling units per acre (32 dwellings  $\div$  9.58 acres), which is consistent with the maximum allowed density for Multiple Family Residential.

**5.** Unified Control. The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project, or assuring completion of the project, in conformity with the Ordinance.

Ownership of the common areas including the streets will be owned by the condominium association. Maintenance of the yards and open spaces, including mowing, and snow removal will be the responsibility of the condominium association. The applicant provided a sample condominium document that will serves as a template for this project. A thorough review of the condominium document will occur with the Final Plan submittal.

#### Planned Development Design Standards (Section 3.1.18.C.)

This section outlines the design standards for a planned development. Additional site standards will be discussed from applicable sections of the Zoning Ordinance.

**1. Permitted Uses.** *The predominant use on the site shall be consistent with the uses specified for the parcel on the Township's Comprehensive Plan for Future Land Uses.* 

The subject area for the planned development project is designated Multiple Family Residential on the 2015 adopted FLUM and the 2020-2021 Amended Future Land Use Map. This land use category is considered appropriate for land that is bordered on one or more sides by nonresidential uses and on other sides by lower intensity single-family designations. Additionally, the Multiple Family Residential designation can serve as a buffer between higher intensity uses and single-family uses.

Multiple Family Residential developments may consist of single-family homes, townhouses, or one- or two-story apartment buildings. New developments should have access to a paved primary road and have paved internal streets, along with amenities including open space and park areas, sidewalks and infrastructure built to an adequate capacity. Landscape buffer areas should be provided between the multiple family use and adjacent single-family residential uses. The proposed use, a single-family residential development appears to be an acceptable use of the site and is consistent with the FLUM designation.

As outlined in the Comprehensive Development Plan, a maximum density of eight (8) units per acre is permitted for Multiple Family Residential therefore, a maximum of 77 dwelling units could be constructed on the subject site. Additional information on the proposed density is discussed in the next section.

## **2. Residential Density.** *Residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan.*

Section 3.1.18.C. of the Zoning Ordinance states the residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan. The subject property is designated Multiple Family Residential on the adopted 2015 Future Land Use Map and the 2020-2021 Amendment to the FLUM. This category designation envisions a maximum density of eight (8) units per acre. Using the subject site acreage of 9.58 acres and allowing a maximum of eight (8) units per acre, a maximum 76.64 units could be permitted (8 x 9.58 acres). The Preliminary Plan proposes a density of 3.34 dwelling units per acre (32 dwellings  $\div$  9.58 acres), which is consistent with the maximum allowed density for Multiple Family Residential.

Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in units on a site in recognition of outstanding attributes as listed in this section. The Township Board in it is sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission. In this case if the Planned Development land area could accommodate 76.64 units (9.58 acres x 8 units per acre), in accordance with the Comprehensive Plan, the Planned Development plan could include up

to 108 dwellings (77 + 31 additional units) if a maximum bonus were awarded by the Planning Commission and Township Board. A density bonus is not being considered for this PD project.

The chart below outlines residential density as discussed in this section.

Residential Density	Residential Units
Proposed	32
Permitted	77
Bonus – maximum	108

**3. Design Details.** *The applicant shall prepare a detailed description of design details to be implemented in the proposed planned development, to be presented in a Pattern Book.* 

The design details are provided on the submitted site plans and architectural drawings for the proposed Planned Development.

**4. Minimum Yard Requirements.** The minimum yard requirements are noted in the chart below per Section 3.1.18.C.vi.a. (Residential Use)

Yard Location	Minimum PD Standard	Proposed setback*	Complies Yes/No
Along perimeter,	40 ft.	190 ft. (north)	Yes
but not adjacent to a		10 ft. (south)	No
road (north, south,		10 ft. (east)	No
east & west		20 ft. (west)	No
property lines) –			
rear yard			
Along an internal	40 ft.	15 ft. from edge of	No
collector or local		building envelope to	
road – front yard		unit line	

\*As measured to closest point of building envelope

Sheet C-1.1 lists the proposed setbacks as follows: front (15 feet); side (7.5 feet); rear (10 feet) and corner (10 feet). The building envelope for each unit is shown on the plan and the footprint of an approximate 2,545 square foot dwelling. There may be variations in the footprint of the dwelling, as several design options are offered. Staff assumes the building and all built features will fit into the building envelope.

Section 3.1.18.C.vi.b.(2) states that minimum rear yard setback and minimum lot size for detached single-family structures in a planned development shall be based on good planning and design principles taking into account several variables as follows: degree of compatibility between adjoining uses; sensitivity to the characteristics of the site; the need for free access for emergency vehicles; the need for adequate amounts of light and air between buildings; and the need for proper amounts of open space for the exclusive use of residents on the site.

**5. Distances Between Buildings.** Spacing requirements for buildings in a planned development for any detached single-family structure are outlined in Section 3.1.18.C.vi.b.(1). *Any detached single-family structure shall be located at least thirty (30) feet from any other detached single-family structure and shall provide a minimum side yard setback of fifteen (15) feet on both sides.* 

The condominium units are shown and a typical building footprint as well as the building envelope as defined by the proposed setbacks. Based on the plans, the side yard setback is 7.5 feet, which equates to fifteen (15) feet between two (2) structures. This would not meet the minimum required spacing standards of thirty (30) feet between any other detached single-family structure. Per Section 3.1.18.C.vi.a., modification to yard requirements may be approved by the Township Board upon recommendation from the Planning Commission, upon making the determination other setbacks would be more appropriate.

The Hartland Deerfield Fire Authority has no concerns with the proposed plans as noted in the review letter dated July 5, 2022.

**6. Building Height.** *No building in a planned development shall be greater than thirty-five (35) feet in height.* 

The one-story structures comply with this regulation. The mean building height is approximately fifteen (15) feet.

7. Parking and Loading. Planned Developments shall comply with the parking and loading requirements specified in Section 5.8, Off-Street Parking requirements, and Section 5.9, Loading Space Requirements of the Zoning Ordinance.

Parking requirements are listed in Section 5.8.4.H (Table of Minimum Parking Space Requirements). For the category, Residential, Family, two (2) parking spaces are required for each dwelling unit.

Each unit has an attached 2-stall garage, plus a 16-foot-wide driveway that is 20 feet long as measured from the house to the leading edge of the public/common sidewalk.

- **8.** Landscaping. Landscaping requirements are provided in Section 3.1.18.C.vi.e. These are considered minimum design standards, typically for a commercial or office development. A more detailed review of the landscaping is provided in this memorandum using applicable landscape standards outlined in Section 5.11 (Landscaping and Screening).
- **9. Open Space.** *Open space shall be provided to complement and accentuate the high-quality design of the proposed planned development. At minimum the planned development shall provide open space consistent with the previous zoning designation for the site.*

Per this section of the Zoning ordinance (Section 3.1.18.C.vi.f,), the planned development shall provide open space consistent with the previous zoning designation for the site, at a minimum. Currently the site is zoned CA-Conservation Agricultural. In CA, the open space requirement is a minimum of 85%, for a single-family detached dwelling. The proposed plan states the open space is 65% of the site, and thus would not comply. Historically however, open space requirements outlined in Section 3.15 of the Zoning Ordinance have been applied for other single-family residential planned developments in the Township such as Walnut Ridge Estates and Fiddler Grove.

Section 3.15 of the Zoning Ordinance states residential condominium developments (in several zoning district classifications) should provide a minimum of 25% open space, with a minimum of 10% of the total open space to be useable open space ("useable open space" is defined as land area suitable for active recreation). For the proposed development consisting of 9.58 acres, this would equate to a minimum of 2.4 acres of open space, with a minimum of 0.958 acres of useable open space.

The Open Space Plan states the proposed open space is approximately 6.26 acres, or 65% of the PD; and 5.34 acres as useable open space, or 56% of the site.

Open space areas include lawn, courtyards, landscaped spaces around the condominium units, sidewalks, detention basin, and wetland/floodplain areas associated with North Ore Creek. These areas are shown as green on Sheet C-1.0. The usable open space area, per the plan, excludes the stormwater management detention basin and North Ore Creek area. Usable open space is shown as green with black dots. A 5-foot-wide mulched pedestrian trail is shown within the usable open space area, on the north side of the development.

**10. Natural Features**. Consistent with the stated intentions for creation of these regulation, the preservation of the natural features of the Township are an important planning consideration. A PD proposal must consider the natural topography and geologic features, scenic vistas, trees and other vegetation and natural drainage patterns that exist on the site and propose a development pattern which preserves and avoids disruption of those natural features as much as possible.

A Topographic Survey and Tree Inventory are provided, which show the existing features of the site. Currently the site consists of an open field, wooded areas, and wetland and floodplain areas associated with North Ore Creek in the northeast portion of the site. The open field area was previously used as part of the driving range, prior to the establishment of Bella Vita Senior Living. Site work is not proposed in the floodplain or wetland areas. The majority of the existing trees/vegetation, outside of the floodplain/wetland areas, will be removed as part of the proposed development project. The limits of disturbance are shown on Sheet V-3.1. as a light grey dashed line.

**11. Sidewalks and Pedestrian Access.** The applicant must demonstrate the PD site, and all uses within the site, will be connected to any existing pedestrian and nonmotorized vehicle paths and trails within a public right-of-way or easement open to the public.

A 5-foot-wide concrete, sidewalk is shown on both sides of each private road within the development. The sidewalk is located within the road right-of-way. A 5-foot-wide mulched pedestrian trail is shown, which is stated as 1,100 linear feet. The trail starts from a sidewalk located between Units 19 and 28 and follows the edge of the wetland in the northeast corner, then travels around the northern edge of the detention basin in the northwest, and loops back to the starting point (sidewalk).

#### Requirements for Preliminary Review (Section 3.1.18.E.ii)

Following is a summary of items that have not been addressed in the previous review as part of the Design Standards section.

#### 1. Sewer and Water.

The Department of Public Works has provided a review letter dated July 3, 2022, which outlines the number of REU's required for the proposed development.

#### 2. Stormwater and Drainage Systems.

The applicant states the proposed detention basin is sized using the newly adopted standards of the Livingston County Drain Commission. Stormwater will be conveyed via curb and gutter and pipe to curb inlets, yard rains and catch basins, which will be directed to the proposed detention basin.

#### 3. Traffic Impacts.

The proposed planned development is accessed via a private road, Bella Vita Drive, and is served by a private looped road system internally. MDOT has reviewed the plans and has no concerns with traffic generated by the proposed development as related to the intersection of Bella Vita Drive and Highland Road. The applicant, in the letter dated June 1, 2022, explains the calculated maximum density per the FLUM designation, could be 77 units (apartments). The proposed project is proposing 42% of the maximum density, with the development having 32 single-family homes. Given the lower density of the project and the nature of the homebuyer, the applicant estimates the traffic impact on Highland Road is less than 50% than that generated by a 77-unit apartment complex.

#### 4. Vehicular Circulation.

The development has one (1) primary entrance and a looped private road system that is designed to the Livingston County Road Commission (LCRC) standards. Section 5.23 of the Zoning Ordinance outlines the standards for a private road serving twenty-five (25) or more units or parcels. The plans show private roads within the development that are paved with curb and gutter, 30 feet wide (back of curb to back of curb), with a 66-foot right-of-way easement.

Section 5.23.5.E.vi. of the Zoning Ordinance (Minimum Private Road Standards) states that private roads serving more than twenty-four (24) parcels or dwelling units or combination thereof equaling twenty-four (24) shall have at least two (2) points of access to a public road. In this case there is access to Highland Road (public road) via Bella Vita Drive. A secondary emergency access is shown in the southwest corner portion of the development via the internal private road, which connects to the parking lot of the adjacent property to the west (Hartland Sports Center at 2755 Arena Drive). The access road will be gated and used only in case of an emergency. The applicant should work with the Township Fire Department regarding the automation device to be used for the gate at the emergency access and other requirements of the Fire Department.

The applicant has been working with the adjacent property owner to work out the details for this access point. A draft version of an ingress-egress easement between the property owners should be provided as part of the documents for the Final Plan submittal. In the event the applicant is not able to reach an agreement with the adjacent property owner, the applicant shall be required to install the emergency access drive and gates on the planned development property and provide a recorded copy of the easement for the emergency access drive.

#### 5. Fiscal Impacts.

The applicant has provided a response to this topic in the letter dated June 1, 2022.

#### Landscaping (Section 5.11)

Applicable sections of Section 5.11 (Landscaping and Screening) will be applied to the PD, as outlined below.

A. Canopy trees along Internal Roadways (Sec. 5.11.2.C.ii.) -

- Required 15-foot-wide landscaped area along the length of internal roadways, planted with a minimum of 1 canopy tree or evergreen tree for every 30 feet or portion thereof. Required canopy tree size is a minimum 3-inch caliper tree at the time of planting
- Proposed 7-foot-wide landscaped area between sidewalk and street (curb); generally, 1 canopy tree is shown per unit except for Unit 3, 5, 7, and 15; tree planted in front of the unit but not at a standard interval; street tree placed approximately five (5) feet from the edge of the sidewalk. Street

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trees shown along corner lots and at entrance road. Proposed canopy tree size is 3-inch caliper tree however the tree species is not listed.

- Meets Requirement? TDB; street trees planted at varying intervals; 4 units do not have a street tree; and plant schedule not provided.
- Comment –Planning Commission to determine if the proposed street tree locations are acceptable. A plant schedule should be included on the landscape plan.
- B. Buffering or Screening (Sec. 5.11.2.G.i.) Screening between Land Uses (east property line where abutting single-family CA zoned properties)
  - Required landscape buffer shall be provided to create a year-round visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and abutting a single-family residential zoned property. Evergreen trees to be planted in a staggered or clustered pattern with varying tree heights.
  - Proposed eleven (11) conifer trees, in a single row, along the PD west property line (adjacent property is zoned GC-General Commercial), within the 10-foot setback area of the PD property. Type and size of conifer tree are not stated on the landscape plan. Landscape buffer is not provided on the east property line of the PD, except the northeast corner where existing vegetation is to be retained. The parcel to the east is zoned CA-Conservation Agricultural, which is considered single-family residential and of a lower density than the PD.
  - Meets Requirement? **TBD**
  - Comment Planning Commission to determine if the proposed planting plan meets the intent of the screening requirement. A plant schedule should be included on the landscape plan.
- C. Detention/Retention Area Landscaping (Sec. 5.11.2.H.)
  - Required detention/retention ponds must be integrated into the overall design of the property and landscaped to provide a natural setting; 1 canopy or evergreen tree and 10 medium, 6 large shrubs or ornamental trees must be planted for every 50 ft. of pond perimeter. Pond Perimeter approx. 780 lineal ft. EQUATES TO: 16 canopy or evergreen trees, and 160 medium shrubs, or 96 large shrubs or ornamental trees
  - Proposed no new plant material proposed; existing trees to be preserved in this area (mostly on the east side of the detention basin) could serve as some of the required landscaping for the detention basin.
  - Meets Requirement? **TBD**
  - Comment Planning Commission to determine if the proposed planting plan meets the intent of the detention landscaping requirements.
- D. Requirements for Single Family Residential Districts (Sec. 5.11.6.B.)

Single Family Residential properties are encouraged to plant and maintain landscaping which provides a good street side appearance. All unpaved portions of the front yard are to be planted with suitable live plan material (grass, groundcover, and shrubs) and extending to any abutting street pavement edge. Lawn is proposed around each unit as well as landscape beds in the front of the house and courtyard areas. A typical landscape plan is provided for these areas.

#### **Other site details**

#### **Irrigation**

Per the applicant irrigation will be provided for landscaping around the monument/entrance sign to the development. Each homeowner will be responsible for maintaining landscaping around their unit.

SP #22-006 Hartland Senior Community PD-Preliminary Site Plan July 26, 2022 Page 13

#### Monument Sign

The plans show a monument sign footprint on Sheet C-1.1, essentially as a placeholder. Landscaping around the sign is not shown. As proposed the monument sign is located within the road right-of-way, of a private road. The Planning Commission should approve the sign location as part of the Preliminary Site Plan. The sign requires a separate permit which will be reviewed administratively.

#### Lighting

Street lighting is not proposed. The architectural plans show decorative light fixtures as exterior lighting for the house.

#### Architecture/Building Materials (Sec. 5.24)

Architectural standards for façade materials are not provided in Section 5.24 for single-family buildings. Architectural drawings and floor plans for one (1) house design option (Promenade III) were submitted. Façade material percentages are not required to be submitted.

Generally, the façade materials for Promenade III include fiber cement siding (horizontal; board and batten vertical siding; rough split shake siding), glass, and cultures stone veneer. The specific fiber cement products are to be determined per a note on the plans, typically to be identified on the construction set of plans. Staff assumes similar façade materials will be used on each house design option.

The brochure for housing materials shows eleven (11) color palette options. The siding colors are varying tones of grey, tan/taupe, dark green, and brown. Accent colors include tan, black, dark red, and dark green. The applicant intends to bring a façade materials sample board to the public hearing,

#### **Other Requirements-Zoning Ordinance Standards**

Nothing additional at this time.

#### Hartland Township DPW Review

The DPW Director has provided a review letter dated July 3, 2022.

#### Hartland Township Engineer's Review (Spaulding DeDecker)

The Township Engineer (SDA) has reviewed the Preliminary Site Plan and does not recommend approval at this time due to the number and nature of the comments in the review letter dated June 8, 2022. It is suggested the applicant should address the comments and resubmit plans for final review and approval.

#### Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority has provided comments in the review letter dated July 5, 2022, stating the plans as presented meets or exceeds the site accessibility and fire protection requirements of the Fire Department.

#### Attachments:

- 1. DPW review letter 07.03.2022 PDF version
- 2. Township Engineer (SDA) review letter 06.08.2022 PDF version
- 3. Hartland Deerfield Fire Authority review letter 07.05.2022 PDF version
- 4. Applicant's Waiver request 03.25.2022 PDF version
- 5. Applicant's written response 06.01.2022 PDF version
- 6. MDOT email 06.09.2022 PDF version
- 7. Housing Brochure PDF version
- 8. House materials PDF version
- 9. Condo Documents 06.01.2022 PDF version

SP #22-006 Hartland Senior Community PD-Preliminary Site Plan July 26, 2022 Page 14

- 10. Applicant's response letter to Fire 06.30.2022 PDF version
- 11. Applicant's response letter to SDA comments 06.30.2022 PDF version
- 12. Architectural plans 06.30.2022
- 13. Site Plans 06.30.2022

CC: Spaulding DeDecker, Twp Engineer (via email) Mike Luce, Twp DPW Director (via email) A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2022 Planning Commission Activity\Site Plan Applications\SP PD #22-006 Hartland Senior Community Prelim PD \Staff reports\Planning Commission\SP PD #22-006 Prelim PD Staff report TB 07.26.2022.docx

#### **DEPARTMENT OF PUBLIC WORKS**



Michael Luce, Public Works Director 2655 Clark Road Hartland MI 48353 Phone: (810) 632-7498

TO: Planning Department DATE: 7/3/2022 DEVELOPMENT NAME: Hartland Senior Community APPLICATION #: SUP# 22-021 REVIEW TYPE: Site Plan

Site Plans for the proposed Hartland Senior Living proposes 32 Single Family Units. REUs are assigned for single family homes as 1.0 per unit. Municipal water and sewer are available on the property. As shown in the plans, the utilities will be in the street and greenbelt areas, per the location of the water main the easement must be noted as public. Subsequently REU's can be purchased with each land use permit as apposed to the overall site plan approval.

	Sewer REUs	Water REUs
Owned	0	0
Required	32	32
REU Difference	32	32
Cost Each	\$9,439.20	\$5,816.10
Total Due Each	\$302,054.40	\$186,115.20
TOTAL REU COST	\$488,169.60	

Hartland Township Public Works approves the Hartland Senior Community site plan subject to inclusion of the following details on the construction plans:

- 1. Sanitary sewer material and sizes and connection detail sheet
- 2. Monitoring manhole for sewer connection and location if required
- 3. Utility easements noted as public or private.
- 4. Approval of the Livingston County Drain Commission.

Please feel free to contact me with any further questions or comments regarding this matter.

uce

Michael Luce Public Works Director



June 8, 2022

Troy Langer Planning Director Hartland Township, MI

Re: Hartland Senior Community – PD Site Plan Review SDA Review No. HL22-112

Dear Troy:

We have received the preliminary site plan submittal for the above referenced project prepared by Monument Engineering Group Associates, Inc dated June 1, 2022 and received by our office on June 1, 2022. The plans were reviewed in accordance to Hartland Township Engineering Standards and the following comments are our observations.

#### A. <u>General</u>

The site is located along Highland Road (M-59) east of US-23, along the private roadway Bella Vita Drive. It is noted as 9.58 acres total area with approximately 8.47 acres being disturbed on site. The site is currently vacant with wetlands and a 100-year floodplain located in the northeast corner of the site. The proposed development will continue the private road at Bella Vita Drive to a looped road network to support 32 condominium units.

- 1. Show all relevant proposed and existing easements including roadway, water main, sanitary sewer, storm sewer, and franchise utilities per Hartland Township standards.
- 2. Declaration and By Laws are not reviewed as part of this letter as it appears to be describing a site location that is different than the one shown in the proposed plan set.
- 3. Hartland Township Standard Detail Sheets are to be attached to the proposed plans when applicable.
- B. Water Main

The proposed 12-inch water main is showing to connect at two existing locations, an existing water manhole is located on the eastern side of Bella Vita Drive at the south eastern edge of the site and an existing 12-inch stub is shown south of the proposed drive connecting to the existing parking lot at Hartland Ice House to the west. The water main will loop around the center units within the 66-foot Right-of-Way and create a connection at two existing stubs.

Based on this water main layout, we have the following comments:

1. The water main is located approximately 2' off of the proposed Right-of-Way limits. The water main will either have to be located at least a minimum of 10-feet from the ROW or an easement will need to be established (20-feet from the centerline of the water main). Additionally, the water main shall not be located under pavement (i.e. sidewalks, roadway).



- 2. The water main appears to cut the property corner at Unit 20 and 27, relocate this water main within the roadway ROW or provide an easement.
  - a. The sidewalk should be placed approximately 1' from the ROW per Hartland Township Zoning Ordinance Section 5.12. This would relocate the water main between the sidewalk and back-of-curb.
- 3. The hydrant lead for HYD-1 shall be an 8-inch water main.
  - a. No service leads are allowed to connect to a hydrant lead. A reducer will be required prior to the proposed hydrant if building service leads are to connect to the dead end main.
  - b. Revise the water main layout to show the hydrant lead connecting to the proposed main at a tee fitting.
- 4. Proposed water main valves shall be shown on the plan sheet.
- 5. The hydrant layout must be reviewed and approved by the Hartland Fire Marshall.
- C. <u>Storm Drainage/Grading</u>

Storm water runoff is to be captured via catch basins along the proposed roadways. The storm water will enter a proposed detention basin via a proposed forebay before entering the main basin. No information is given at this time on the outlet control for the detention basin.

All storm water design calculations are to follow Hartland Township and Livingston County Drain Commissioner standards and details. No impacts to existing wetlands or floodplains are shown on this plan. All wetlands on the site shall be delineated and shown in the plan set along with having the report forwarded to the Township Engineer for record.

- 1. Offsite surface runoff shall not be trapped along the development perimeter. If the existing runoff from adjacent properties pass onto the proposed site, the proposed storm sewer system must be sized to accommodate.
- 2. On-site drainage must be captured within the proposed development via the storm sewer network and will not be allowed to drain to adjacent properties.

The existing property drains from the south to the north. There is an existing detention pond south of Units 1-8 with what appears to be the detention pond outlet pipe directed at Unit 2. The ultimate outlet for both properties is the North Ore Creek at the northeast corner of the site.

 A dedicated storm sewer will be needed to convey the existing detention basin outlet to North Ore Creek without passing through the proposed on-site detention basin. An easement must be provided for this storm sewer for maintenance purposes. Modification of any existing storm water maintenance agreement for the adjacent property's storm water facilities as necessary. It appears drainage from the adjacent site drains onto the subject site.



D. <u>Paving/Roadway</u>

A proposed private roadway (name unknown) is shown to be 30 feet wide (BOC to BOC) with 5foot wide sidewalks on either side of the roadways, all contained in a 66-foot right-of-way. The proposed roadway connects to Bella Vita Drive to the south and connects to the parking lot for Hartland Ice House to the west. Private road shall meet the requirements of Hartland Township Zoning Ordinance Article 30.00.

- 1. As stated in the site narrative under "Traffic Impact", the private road will connect to Bella Vita Drive via an existing private road easement.
  - a. As shown on sheet C1.1, the existing roadway easement will have to be vacated in the area occupied by Unit 1.
- 2. The proposed sidewalk is located 5' from the ROW. Per section 5.12 of Hartland Township Zoning Ordinance, the sidewalk shall be placed 1' from the ROW. This would place the proposed water main between the sidewalk and back-of-curb for the roadway.
- 3. Per section 5.23.5.C.vii of the Hartland Township Zoning Ordinance, a separate utility easement with a minimum width of 12-feet shall be provided on both sides of the private road easement. This easement should be in use for franchise utilities not stated in this site plan.
- 4. As stated in the site narrative under "Vehicle Circulation", the secondary access will connect to the drive aisle of the existing parking lot and will be used only in case of emergency.
  - a. Show the gate on the proposed site plan.
  - b. A shared access agreement will be needed for the connection to the parking lot.
  - c. The gate and vehicle access shall be reviewed and approved by Hartland Fire Marshall.
  - d. Coordination with the adjacent property will be required . We would expect the loss of several parking spaces in the existing parking lot to accommodate the access.
  - e. Label the secondary emergency access on the plans.
- E. <u>Sanitary Sewer</u>

A proposed sanitary sewer is shown to be in the center of the proposed roadway for the development. A lift station wet well, valve chamber, and meter pit is proposed before connecting to the existing sanitary sewer along Highland Road via a force main.

All sanitary sewer design requirements are to follow current Livingston County Drain Commissioner's (LCDC) standards and details. LCDC sanitary sewer detail sheets shall be attached to the proposed plans when applicable. LCDC may require lift station upgrades to handle the additional flows from this development.

Livingston County Drain Commissioner's Sanitary Sewer Standard Details sheets shall be attached to the proposed plans when applicable.



#### Permits Required

Based on those improvements depicted on the plans, the following permits may be required and will need to be provided to the Township once available. Any changes to the approved site plan from the following agencies that impact the design may require reapproval.

Hartland Township:

- 1. All necessary easements including water main and sanitary sewer. Easements must be on Hartland Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals, if applicable.
- 2. A Land Use Permit will be granted after the pre-construction meeting.
- 3. Storm Water Agreement (for the storm water improvements on the site).
- 4. Maintenance bond and insurance for the water main to be dedicated to the township.

#### Livingston County:

- 1. Copy of Livingston County Drain Commissioner approval and permit.
- 2. Copy of a Soil Erosion and Sedimentation permit from Livingston County Drain Commissioner.

Michigan Department of Environment, Great Lakes, and Energy (EGLE):

- 1. MDEGLE Permit for all water main installation.
- 2. MDEGLE Permit for all public sanitary sewer installation.
- 3. NPDES Notice of Coverage Documentation.
- 4. MDEGLE Permit for all proposed work within the state-regulated wetlands, if applicable (site report states that no modification to the floodplain and wetlands are proposed in this site plan).
- 5. MDEGLE Permit for Inland Lakes and Streams, if applicable.
- 6. MDEGLE Permit for all proposed work in 100-year floodplain, if applicable (site report states that no modification to the floodplain and wetlands are proposed in this site plan).
  - a. A Letter of Map Revision must be requested through Federal Emergency Management Agency (FEMA) for the Flood Insurance Rate Map (FIRM) where portions of the 100year floodplain limit is proposed to be relocated.



Please be aware that additional comments may arise with the submittal of the requested revisions and/or additional information.

#### **RECOMMENDATION**

We do not recommend final approval of the site plan at this time. Based on the number and nature of the comments, a revised site plan capturing all the above mentioned comments should be resubmitted for final review and approval.

The comments are not to be construed as approvals and are not necessarily conclusive. The final engineering plans for this development are to be prepared in accordance with the Hartland Township Engineering Design Standards and 2008 Hartland Township Standard Details. Sanitary sewer and water benefit fees may be applicable for this project.

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

#### SPALDING DEDECKER

n Chin

Adam Chludzinski Project Engineer

cc: Jeremy Schrot, Hartland Township Engineer (via email)



HARTLAND DEERFIELD FIRE AUTHORITY

## FIRE MARSHALS OFFICE

Hartland Area Fire Dept. 3205 Hartland Road Hartland, MI. 48353-1825 *Voice*: (810) 632-7676 *Fax*: (810) 632-2176 *E-Mail*: jwhitbeck@hartlandareafire.com

July 5, 2022

- To: Hartland Township 2655 Clark Road Hartland Mi 48353
- Re: Preliminary Plan Review: Issue 2 Hartland Senior Community North of the Bella Vita Site/East of the Hartland Ice Arena

We have reviewed the proposed residential plans for Hartland Senior Community for the above project (plans dated June 30, 2022, and as received by Hartland Township through electronic submission on July 5, 2022). The project as drawn meets and/or exceeds the site accessibility and fire protection requirements of the fire department.

We have no further comments at this time. Please forward any revised/future drawings affecting the fire department for further review.

Sincerely,

Yours In Fire Safety,

What

Jennifer Whitbeck Fire Inspector



PD Planned Development Waiver Request

March 25, 2022

The Courtyards of Hartland consists of an approximate10 acre site and as per section 3.1.18 of the Hartland Township Zoning Ordinance the minimum size required for the PD zoning is 20 acres. We would like to request a waiver for this location so that we can utilize the PD zoning on a smaller site for the following reasons.

- 1. The property is surrounded by commercial properties and environmentally sensitive areas and there is no additional property that could be added to the proposal that makes economic sense.
- 2. The nature of the product we intend to build for the 55+ buyer rarely fits within base residential zonings as is the case with Hartland Township. Our buyers are looking for detached homes but with smaller yards. Maintenance free living pushes the developer to find a balance of adequate outdoor living space with limiting the amount of maintenance for the Homeowners association.
- 3. The proposal is well within the densities anticipated in the townships future land use plan.
- 4. The future plan for this area is of higher density and this project uses R3 spectrum, which means that on 1acre of land, we will build 3 houses, hence it would use lesser resources like sewage/water/gas.
- 5. This community will pay the taxes but again it would not put substantial stress on the school system.

Sincerely,

Khurram Baig

### Monument Engineering Group Associates, Inc.



Developing Lifelong Relationships monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ) (517) 223-3512



Date June 1, 2022

Troy Langer Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

### RE: Staff Report

#### Planned Development Preliminary Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)

Baig Development, LLC (Applicant) is a franchisee of Epcon Communities. Specializing in building single-family homes and walkable neighborhoods for seniors with the amenities they want and need.

Monument Engineering Group Associates, Inc. (MEGA) has prepared and submitted Preliminary Plan drawings that demonstrate the feasibility of design as proposed. Including a 32 single family homes, a looped road, and properly sized storm water management detention basin.

### Eligibility Criteria (Section 3.1.18.B.)

The subject property is 9.57 acres. Per section 3.1.18 of the Hartland Township Zoning Ordinance the minimum size required for the PD zoning is 20 acres but can be waived upon request and approval.

We are requesting a waiver of the minimum Planned Development size requirement for this location. The location was specifically chosen for its proximity to natural features and access to a major road.

The following are the proposed benefits to the community:

- The subject property is designated Multiple Family Residential. The calculated maximum density is 77 units. This project is proposing 42% of the maximum density. Which will provide more open space, overall less impact on traffic and demand on public utilities.
- 2. The target buyers of the proposed homes are 55+ years old without children. There will be little impact on local schools.
- 3. The nature of the homeowners and the reduced density results in considerably less traffic generation.

The following are the unique characteristics of the project:

- 1. Completely walkable community of single-family homes. There is an accessible route to and from each home.
- 2. Detached single story homes with smaller yards and maintenance free living is ideal for seniors.
  - Fowlerville
     Battle Creek
     Portage

#### 22-027 Hartland Senior Community Site Plan/PD

- 3. Proximity to the creek and natural features is an amenity to the homebuyer and provides additional open/recreational space.
- 4. The layout as proposed will provide views of nature/creek but also still have access to a major road (M-59).

### **Unified Control**

Ownership of the common areas including the streets with be owned by the condominium association. The homeowners will be responsible for the exterior maintenance of their homes. The yards and open spaces will be mowed and maintained by the COA. Snow removal will also be completed for the streets, drive, and walks by the COA. Attached is a sample Condominium document from a site in Columbus that would be base document converted to comply with Michigan law.

### **Fiscal Impact**

After an extensive review of our project, similar projects in our portfolio, and the Hartland market we have assembled some data on the economic impact that we feel Courtyards of Hartland an EPCON community have in Hartland Township.

#### Property Tax Impact:

Our plan currently proposes a 32-unit Neighborhood, and we project that property taxes for each residence will amount to approximately \$6,500.00 per unit or \$208,000.00 annually for the entire project, once complete.

#### Local School Impact:

Hartland of Courtyards is not an age specific community, but our product caters to the needs of the active adult community who have historically had low impacts on the school systems and generally provide positive tax incomes from like communities.

#### Community and Business Impact:

Courtyards of Hartland will mostly consist of 2 bedrooms and 2 bathrooms single family detached Luxury Ranch Living catering to the active adult market, while preserving wetlands and will provide a choice of living environments by creating a marketable housing product that fills an unmet demand for this market segment, allowing Hartland Township active adult population to still be part of their community.

We have been able to calculate our occupancy average to be about 1.8 individuals living in each unit. Using this calculation, we would expect an average of 57 residents to live in this community. An addition of 57+ individuals to this area will help support local commercial business and add vibrancy to the growing eastern part of the Township.

#### **Natural Features**

North Ore Creek and wetlands occupy 1.09 acres of the northeast corner of the property. The extent of the 100-Year Floodplain and wetlands is show on sheet V-1.1 Topographic Survey of the site plan drawings. The project is proposing a mulch walking trail in the wooded area adjacent to the North Ore Creek floodplain/wetlands. Overall, no modification to the floodplain and wetlands is proposed.

### **Traffic Impact**

The proposed planned development is accessed via an existing private road easement. The private road easement is shown on the Topographic Survey with direct access to Highland Road (M-59). The subject property is designated Multiple Family Residential. The calculated

22-027

#### 22-027 Hartland Senior Community Site Plan/PD

maximum density is 77 units (apartments). The proposed project is proposing 42% of the maximum density (32 single-family homes).

Therefore, given the nature of the expected homebuyer and the reduced density the traffic impact of the proposed project on Highland Road (M-59) will likely be less than 50% of a possible 77-unit apartment complex.

### **Vehicle Circulation**

The development has one primary entrance and a looped road system that is designed to the Livingston County Road Commission standards. The proposed private road is centered on a 66' wide easement. The overall width of the road is 30 feet (measure from back of curb to back of curb) with a 2' curb and gutter. A secondary (emergency) access has been coordinated with the west adjacent property owner. The secondary access will connect to the drive aisle of the existing parking lot. It will be gated and used only in case of emergency.

### **Storm Water and Drainage Systems**

In general, the existing and proposed topographic slopes from south to north. The site predominately has sandy soils with infiltration rates conducive to infiltration. Storm water will be conveyed via curb and gutter and pipe to curb inlets, yard drains and catch basins then conveyed to the proposed above ground detention basin. The proposed detention basin is in the northwest corner of the property and is sized using the newly adopted standards of the Livingston County Drain Commission. The detention basin will have an outlet control structure with an outlet pipe towards North Ore Creek.

#### **Martha Wyatt**

From:	Martha Wyatt
Sent:	Tuesday, June 28, 2022 2:18 PM
То:	Martha Wyatt
Subject:	FW: Proposed Development along M-59 (north of Bella Vita)

From: Heidelberg, Craig (MDOT)
Sent: Thursday, June 9, 2022 11:02 AM
To: Troy Langer <TLanger@hartlandtwp.com>
Cc: Martha Wyatt <MWyatt@hartlandtwp.com</li>
Subject: RE: Proposed Development along M-59 (north of Bella Vita)

Hi Troy,

Thank you for sharing. We have no concerns with using Bella Vita Dr. as their access. And drainage seems to be contained onsite and not discharged to MDOT's ROW.

So no concerns from MDOT.

Craig Heidelberg, P.E. MDOT Brighton TSC Operations Engineer

From: Troy Langer <<u>TLanger@hartlandtwp.com</u>>
Sent: Wednesday, June 8, 2022 2:39 PM
To: Heidelberg, Craig (MDOT)
Cc: Martha Wyatt <<u>MWyatt@hartlandtwp.com</u>>
Subject: Proposed Development along M-59 (north of Bella Vita)

Craig,

Please find attached a proposed development plan for a residential development, located on the north side of M-59 (Highland Road). This would be north of the Bella Vita development and east of the Hartland Ice Arena facility.

Please let me know if you have any questions or comments.



Troy Langer Planning Director 810.632.7498 2655 Clark Road Hartland, MI 48353 www.hartlandtwp.com

## Palazzo

in The S

2-3 BEDS | 2-3 BATHS | 1,519-2,034 SQ. FT.

## Portico

#### 2-3 BEDS | 2-3 BATHS | 1,776-2,468 SQ. FT.

The Palazzo features an optional 4-seasons room ideal for a home office or flexible living space. Possibilities abound with a first floor owner's suite, featuring an expansive walk-in closet, and an optional upstairs bonus suite, providing the ideal space for guests. The spacious kitchen opens to the dining and living room so you're never separated from your guests. The Palazzo is a warm and lively home, energized by abundant living space, contemporary amenities and natural light.





The Portico features an expansive kitchen with an angled center island creating a welcoming area connected to the dining and living room. Dramatic transitions like the formal entryway highlight the elegance and quality of the open, light-filled design. With two bedrooms on the first floor, a den and the option for an upstairs bonus suite, you'll have plenty of space for guests. The den can become a home office or flexible living space, and the first floor owner's suite includes a large walk-in closet and views of the private, outdoor courtyard.







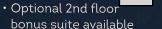


- Open, light-filled design with a den
- 1st floor owner's suite
- Spacious kitchen with island
- Private, outdoor courtyard
- Optional sitting room, covered porch or screened porch off owner's suite

COVERED PORCH COVERED PORCH SCREENED PORCH OR SITTING ROOM OWNER'S SUITE 15'-6" x 12'-5" BEDROOM 2 LAUNDRY MECH PRIVATE COURTYARD 15'-4" x 26' DINING 2 1/2 CAR GARAGE 22'-3" x 21'-7" LIVING FOYER 4'-6" x 8'-4" PORCH



- Open, light-filled design with a den
- 1st floor owner's suite
- Spacious kitchen with island
- Optional 4 seasons sunroom
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite available



54

## Promenade III 2-4 beds | 2-3.5 baths | 2,053-2,826 sq. ft.

## Provenance 2-3 beds $_{\perp}$ 2.5-3.5 baths $_{\perp}$ 2,847-4,060 sq. ft.

Welcome to the Promenade III, an elegant and spacious home that can accommodate up to four bedrooms. The Promenade III features plenty of space and personalization options. For example, you can upgrade the mudroom to include a half bath, dog wash station or wine bar. If you love to entertain, the den can be converted into an additional bedroom. An optional upstairs bonus suite adds even greater flexibility and comfort for guests. And of course, the center island in the kitchen will be everyone's favorite gathering spot.

King-









- Open, light-filled design with generous storage space
- 1st floor owner's suite
- Spacious kitchen with island and pantry
- Den (or optional bedroom in lieu of den)
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor

The Provenance invites you to live larger with features like two first floor owner's suites and a 3-car garage. It offers more space than any other Epcon floorplan, and it's our grandest home yet. Built for entertaining, the luxurious design and highly personalized finishes will make each day. more convenient for you. The flexible floorplan options truly bring living well to life.

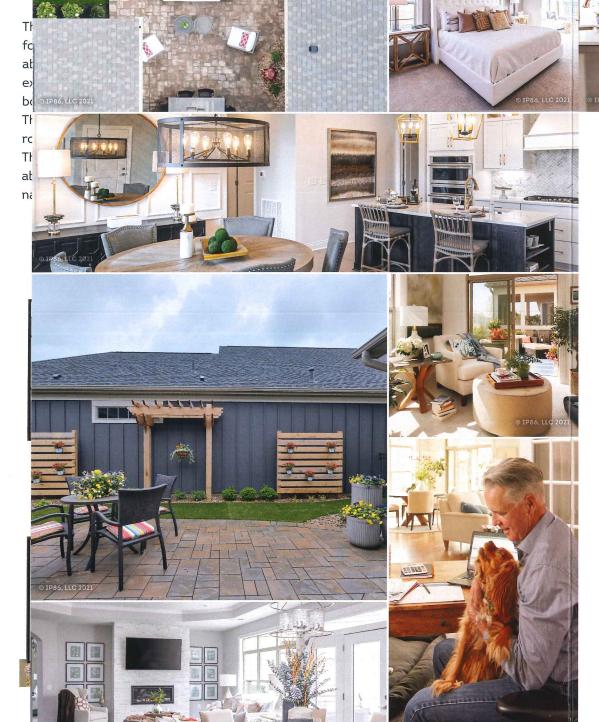




- ELEVATION C © IP86, LLC 201
- 3-Car garage and abundant storage space
- Optional 2nd floor bonus suite with a third bedroom and full bath
- Spacious, light-filled design with a formal dining room or den
- Expansive kitchen with gourmet island and walk-in pantry
- Private, outdoor courtvard

55

• Optional sitting room, screened or covered porch, or second



1. M. S.

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# Live Well In an Epcon Community

#### LUXURY RANCH HOMES

Our open, modern floor plans include abundant natural light, and are designed for single-level living, everything you need is on one floor – kitchen, living space, bedrooms, laundry and storage.

### LOW-MAINTENANCE LIVING

We know what you want and need for a happier, healthier life. Sit back and relax while we handle the mowing, mulching, edging, and raking.

### PRIVATE COURTYARDS

Whether you're enjoying a cocktail under the stars or a quiet moment with your morning coffee, connect with the outside world while maintaining your privacy.

### LOCK & LEAVE LIFESTYLE

Our HOA-maintained communities provide you with peace of mind. You have freedom to do what your heart desires knowing that your home is well taken care of.

### FEATURES OF UNIVERSAL DESIGN

Epcon homes are designed to support your lifestyle now and in the future, with first floor owner's suites and open floor plans. Features of accessibility

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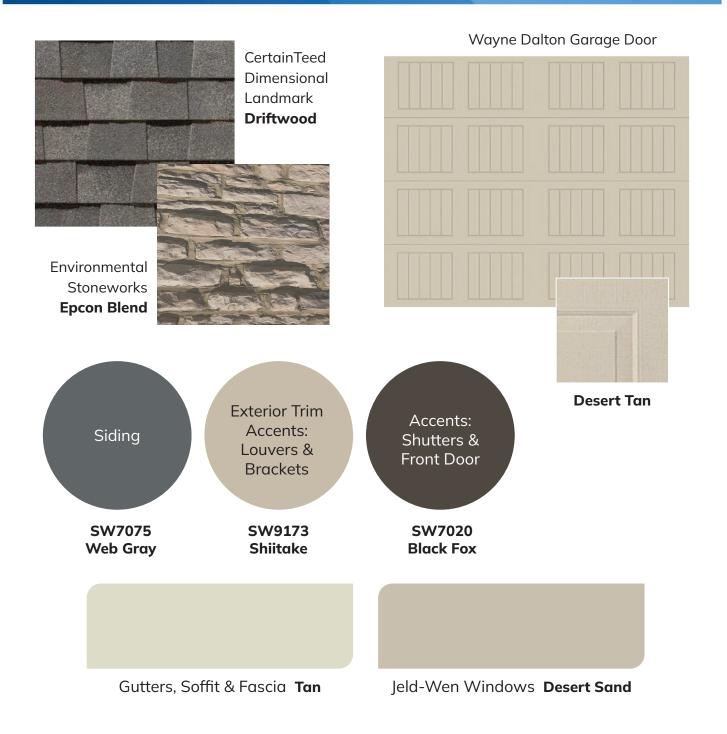






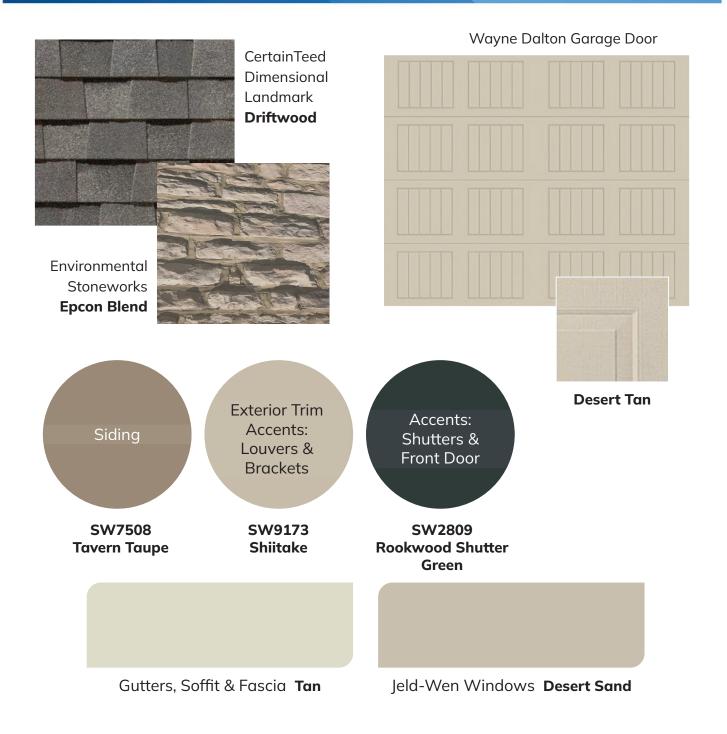
# CRAFTSMAN COLOR PALETTES

# TAN-1 COLOR PALETTE



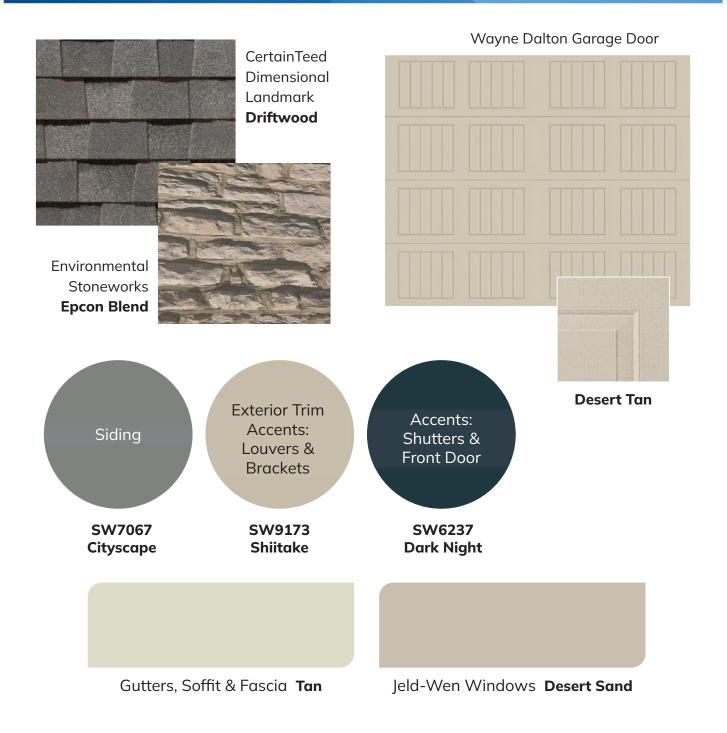


# TAN-2 COLOR PALETTE



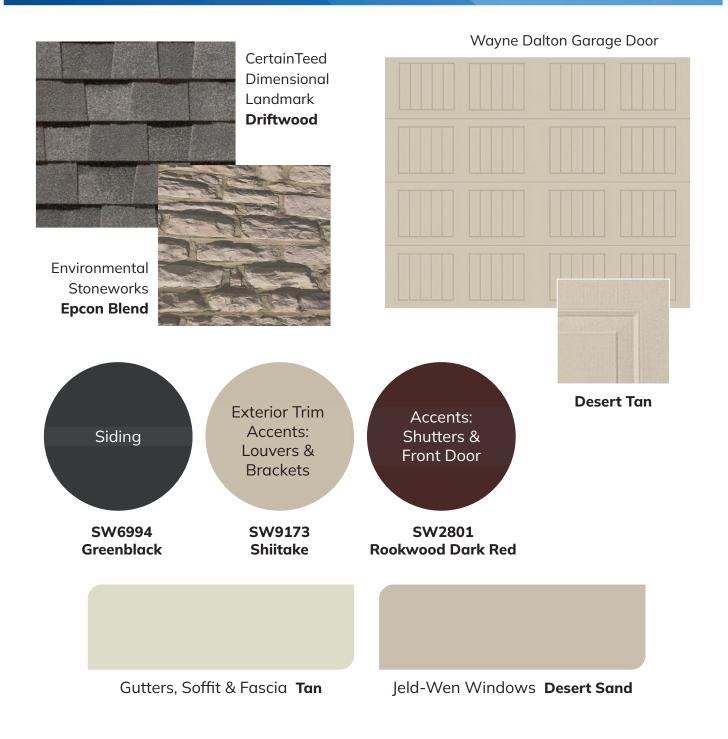


# TAN-6 COLOR PALETTE



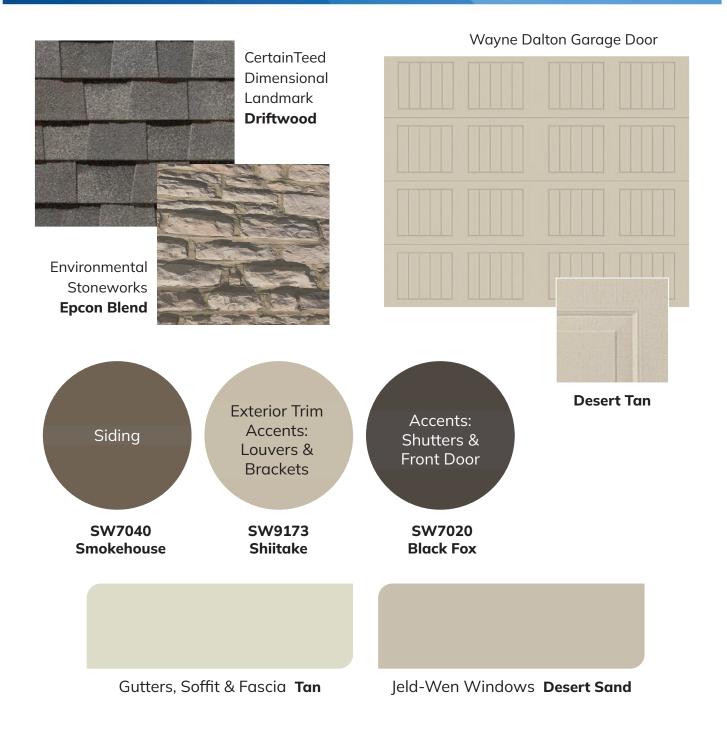


# TAN-7 COLOR PALETTE





# TAN-8 COLOR PALETTE



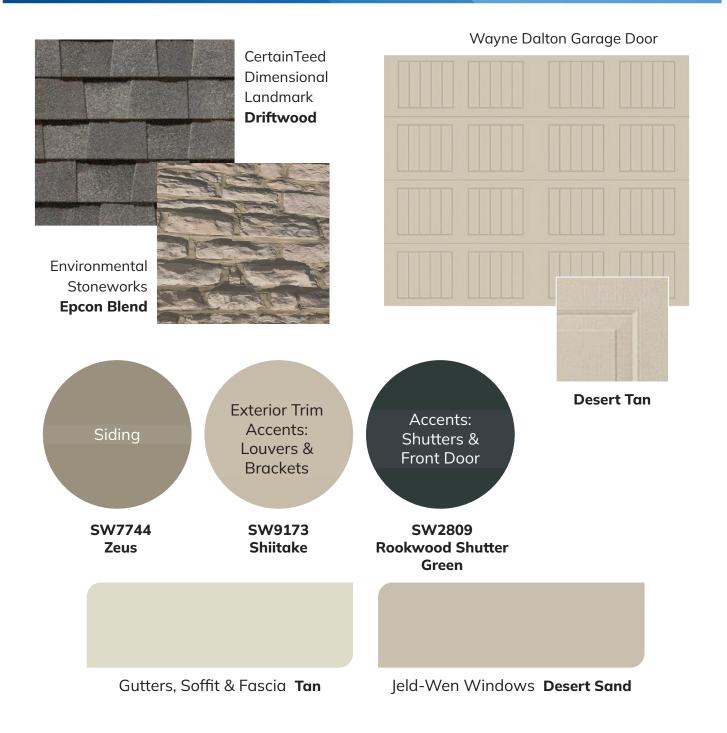


# TAN-9 COLOR PALETTE



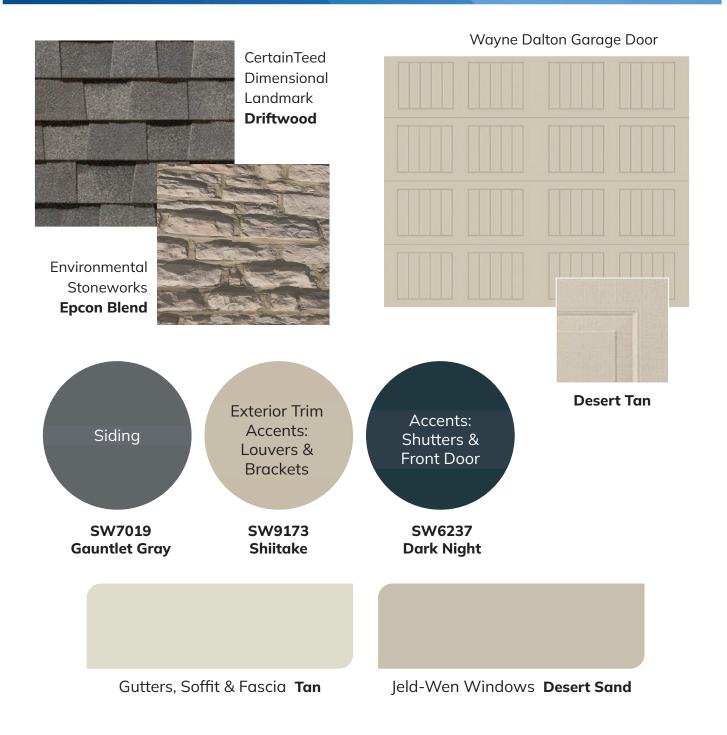


## TAN-10 COLOR PALETTE





## TAN-11 COLOR PALETTE







#### **DECLARATION AND BYLAWS**

#### **CREATING AND ESTABLISHING A PLAN FOR**

#### **CONDOMINIUM OWNERSHIP**

#### UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

#### THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

#### **CERTIFICATE OF AUDITOR**

December 4 2018

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

Chorge Kaitsa · UM Delaware Sounty Auditor

Plat Filed at OR Vol. 1609 pg. 1977

This instrument prepared by Calvin T. Johnson, Jr. and Emily L. Butler, attorneys at law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215.



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#### DECLARATION

This is the Declaration of The Courtyards at Muirfield Ridge Condominium made on or as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2018, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

#### **Recitals**

A. EPCON MUIRFIELD, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described as being submitted by this Declaration to the provisions of the Condominium Act and the improvements thereon and appurtenances thereto.

B. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

#### **Definitions**

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles of incorporation, filed with the Secretary of State of Ohio, incorporating The Courtyards at Muirfield Ridge Condominium Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).

3. "Assessments" means all charges, of whatever nature, levied by the Association against a Unit and its Unit Owners, and includes:

- (a) "Operating Assessments;"
- (b) "Special Assessments for Capital Improvements;" and

(c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.

4. "Association" and "The Courtyards at Muirfield Ridge Condominium Association" mean the nonprofit corporation created by the filing of the Articles of Incorporation and is also one and the same as the association created for the Condominium under and pursuant to the provisions of the Condominium Act.

5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

6. "Bylaws" means the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached to this Declaration and made a part hereof.

7. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units.

8. "Condominium" and "The Courtyards at Muirfield Ridge Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

9. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the condominium development disclosure statement provided for by the Condominium Act, and, as provided therein, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium Organizational Documents" means the Articles of Incorporation, the Bylaws, the Drawings, this Declaration, and amendments thereto.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. "Declarant" means Epcon Muiffield, LLC, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant, or any successor Declarant, as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

15. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

16. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof has accompanied the filing of this Declaration for record and will be filed separately from this Declaration by the appropriate public authorities.

17. "Eligible Mortgagee" and "Eligible Mortgagees" mean the holder or holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

18. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board.

19. "Mortgagee" and "Mortgagees" mean the holder or holders of a valid mortgage or mortgages on a Unit or Units.

20. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that Person is a Unit Owner.

21. "Person" means a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

22. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration and designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

23. "Unit Owner" and "Unit Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

#### The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the property described in this Declaration and/or exhibits hereto as the Condominium Property under and pursuant to the provisions of the Condominium Act:

#### **ARTICLE I**

#### THE LAND

Legal descriptions of the land constituting a part of the Condominium Property, located in Concord Township, Delaware County, Ohio, and consisting of three parts, Part 1 containing 0.570 acres, more or less, Part 2 containing 0.169 acres, more or less, and Part 3 containing 0.289 acres, more or less, are attached to this Declaration and marked "Exhibit A" and made part of this Declaration by this reference.

# ARTICLE II

#### NAME

The name by which the Condominium shall be known is "The Courtyards at Muirfield Ridge Condominium".

#### **ARTICLE III**

# PURPOSES; RESTRICTIONS

<u>Section 1.</u> Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; and to establish a Unit Owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions set forth in this Declaration, and to raise funds through Assessments to accomplish these purposes.

Section 2. <u>Restrictions</u>. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements or Limited Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in the enclosed portion of a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants. In addition, any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, or prohibited by any federal, state, or local law, regulation, or ordinance, is specifically prohibited.

Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, or as specifically permitted hereby, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made that is visible to the exterior, until the plans and specifications showing the nature. kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Except as otherwise specifically provided herein, nothing visible to the exterior shall be permitted to be hung, placed, displayed, or maintained on the exterior of a Unit or in or on the Limited Common Elements or be otherwise visible from the outside of a Unit unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by this Declaration or an existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

(c) <u>Common Element Uses</u>. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Element (other than Limited Common Elements) shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants. The Common

Elements (including the Limited Common Elements) shall be subject to the provisions of the Condominium Organizational Documents and to such rules and regulations as may from time to time be duly promulgated by the Board.

(d) <u>Construction in Easements</u>. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

Conveyances. Each Unit shall be conveyed or transferred (e) (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of the Condominium Organizational Documents. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance, or instrument creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Unit Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Unit Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(f) <u>Discrimination/Handicapped Accommodation</u>. No action shall at any time be taken by the Association or its Board which in any manner would unlawfully discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(g) <u>Limited Common Element Uses</u>. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of Condominium Organizational Documents and such rules and regulations as may from time to time be duly promulgated by the Board.

(h) <u>Offensive Activities</u>. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(i) <u>Reallocations</u>. Except as otherwise provided by the Declaration or Ohio law, boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited

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Common Elements reallocated, without the express prior written consent of the Board, which it may exercise in its sole and unfettered discretion.

Renting and Leasing. No Unit or part thereof shall be rented or used for hotel purposes or transient purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. No Unit may be rented for any period of less than thirty (30) days and the lease shall not have an initial term of less than six months. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Condominium Organizational Documents, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. The Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Except as otherwise specifically provided herein, there are no limitations on the number of Units that may be rented or leased or the number of Units that may be owned by any Unit Owner.

(k) <u>Replacements</u>. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(I) <u>Rules and Regulations</u>. In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Unit Owners prior to the time when the same shall become effective.

(m) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Condominium Property or on anything on the Condominium Property, except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements, Limited Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units shall be permitted, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs and rental of Units.

(n) <u>Structural Integrity</u>. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(o) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to

residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(p) Vehicles. Excepting Declarant's construction and sales activities, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-fourths of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with tarpaulin for seven (7) consecutive days without the prior written approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. Any vehicles parked in violation hereof or parking rules promulgated by the Board may be towed. The driveway parking spaces may not be used unless the attached garage parking space is already being used for vehicle parking. The use of the attached garage for storage of anything which interferes with the storage of vehicles is prohibited.

Further, the Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

(q) <u>Visible Areas</u>. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device, ornament, equipment, decoration or improvement shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time.

#### ARTICLE IV

# **IMPROVEMENT DESCRIPTIONS**

Section 1. Residential Buildings. There are six (6) freestanding residential buildings each containing a single Unit, making a total of six (6) Units, initially a part of the Condominium. The residential buildings added hereby are of traditional architectural style, ranch type (although some Units have an optional bonus suite on a partial second floor), with an attached two-car garage, a private exterior entrance, a courtyard patio area with a concrete or paver patio and an exterior parking area immediately in front of the Unit's attached garage. Some Units have a covered, screened or enclosed porch or deck as part of the Unit. Units initially a part of the Condominium do not have basements. Each of the buildings added hereby is of wood frame construction, on a poured concrete foundation, with an exterior of composite wood siding, brick and/or cultured stone, aluminum fascia, and an asphalt shingle roof. The principal materials of which the buildings are constructed are some or all of: wood, glass, concrete, cultured stone, brick, vinyl soffit, aluminum fascia, asphalt shingle, wood composite siding, and drywall. The residential buildings initially a part of the Condominium are located as shown on the Drawings.

Section 2. Other. Also on and a part of the Condominium are portions of private roadways, walkways, driveways, mailbox facilities, storm water facilities, and green and landscaped areas.

#### **ARTICLE V**

# <u>UNITS</u>

Section 1. Unit Designations. Each of the dwelling units, each of which is called a "Unit", is legally designated by a number, corresponding with Declarant's number for the building in which that Unit is situated, a dash (-), and a number corresponding with the numerical portion of the street address of that Unit. The number constitutes the Unit's "Unit designation." The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B" and made part hereof by this reference. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C" and made part hereof by this reference.

#### Section 2. Composition of Units.

(a) <u>Composition</u>. Each Unit constitutes a single freehold estate, and includes any and all parts and components of the building, interior and exterior, and includes, without limiting the generality of the foregoing:

(1) the structure of the Unit, including, without limitation, the foundations, framing, roof, siding, gutters, downspouts, and all exterior and interior walls, partitions, floors and ceilings, and including the basement, if any, and attic walls, and all parts and components of each;

(2) all space within the Unit itself, space occupied by exterior and interior walls, partitions, floors, ceilings, roofs and any other improvements, and the walls, partitions, floors, ceilings, and roofs themselves;

(3) all surfaces (interior and exterior) of these structures and each interior and exterior part of the structure, including all materials such as, but not limited to, paint, lacquer, varnish, wall covering, tile, stucco, cultured stone, cultured brick, cementitious materials, shingles, carpet, tile, shingles, drywall, paneling and other finishing material applied to floors, ceilings, interior and perimeter walls and roofs, and also all portions of the floors, ceilings, walls and roofs themselves;

(4) all windows, skylights, if any, sun tunnels, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(5) porches, stoops, decks, balconies, screened porches, enclosed porches, and covered porches, if any, including any portion of the concrete or paver patio pads which are attached to and part of the exterior of the structure and are covered by the porch roof and shown on the Drawings;

(6) all fixtures and appliances installed for the exclusive use of the Unit, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal Units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of the Unit), yard lights (even though located outside the bounds of a Unit), fire pits and water features (even though located outside the bounds of a Unit) and components of the foregoing, if any;

(7) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, sump pumps, ejector pumps, conduits, apparatus, and specifically including electric lines, meters, underground wires, and other apparatus, wherever located, which serve only that Unit;

(8) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service the Unit or the fixtures located therein or part thereof; (9) fireplaces, if any, and all components thereof, including the stacks, vents, dampers and chimneys; and

(10) the attic space or storage space above the Unit, and the crawl space and/or basement below the Unit, if any, to which there is direct and exclusive access from the structure;

excluding therefrom, however, all of the following items, whether or not located within the bounds of the Unit if such items serve another Unit: all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits that serve any other Unit.

(b) <u>Unit Types, Sizes, Locations and Components</u>. The type, composition, and approximate interior area of each type of Unit that is or may be part of the Condominium are shown on the attached "Exhibit D" attached hereto and made a part hereof by this reference. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access either over Common Elements or over a permanent access easement located on Additional Property, leading to and from Manley Road, a public street.

# **ARTICLE VI**

## COMMON AND LIMITED COMMON ELEMENTS

<u>Section 1</u>. <u>Common Elements - Description</u>. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, <u>except</u> those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of a driveway area in front of the Unit's garage, a service walk, a courtyard area and the improvements in that area, any fencing surrounding the appurtenant courtyard area, and a contiguous patio/yard area (but excluding items that are defined as being part of a Unit and utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Unit Owners and Occupants of the Unit or Units it is designed or designated to serve.

Section 3. Par Values; Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.00). The undivided interest of each Unit is determined by dividing the par value of a Unit by the total of the par values of all Units in the Condominium, at any time, and multiplying by 100, and rounding to hundredths of a percent, and further adjusted at hundredths of a percent if necessary so that the undivided interests of all Units equals precisely 100.00%. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

#### ARTICLE VII

#### ASSOCIATIONS

<u>Section 1</u>. <u>Establishment of Association</u>. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. Declarant is initially the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners, and every Person who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

#### Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the

Bylaws. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents and, without limiting the generality of the foregoing, shall have those powers and authority set forth in Article IV of the Bylaws.

Section 5. Security. The Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Unit Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

<u>Section 6</u>. <u>Other Associations</u>. There is no requirement that the Association or any Unit Owners be members of a not-for-profit organization that provides facilities or recreation, education or social services to owners of property other than the Condominium Property.

## **ARTICLE VIII**

#### AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Statutory Agent", and that Person's residence or place of business, which is in the State of Ohio, is:

Epcon StatAg, LLC 500 Stonehenge Parkway Dublin, OH 43017-7572

In the event this Person for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the Person so registered shall be the Person to receive service of process for the Association.

# ARTICLE IX

#### MAINTENANCE AND REPAIR

Section 1. Common Elements. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including, but not limited to, the entryway features, the private roadways, the storm water drainage facilities and infrastructure, sidewalks serving more than one Unit, the general landscaping outside of Limited Common Elements, and private utility lines and apparatus serving more than one Unit, if any. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements.

Section 2. Limited Common Elements. Except as part of a common plan approved by the Board for the maintenance and appearance of the Condominium Property, the Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing Limited Common Elements or components thereof. Each Unit Owner shall, at that Unit Owner's expense, be responsible for the maintenance, repair and replacement of all improvements a part of the Unit Owner's appurtenant Limited Common Elements, including, but not limited to, the maintenance, repair and replacement of the Unit's enclosed courtyard patio area including, but not limited to, the courtyard fencing, the lawn and landscaping area, and the patio and concrete or paver pad, the driveway and the service walk, and for the watering of lawns and landscaping that are part of the Limited Common Elements, mowing, mulching, and landscaping the Limited Common Elements.

Section 3. Units. Because of the unique character of the Condominium, in that it contains free-standing individual single-family residential buildings, and thus only a single Unit per residential building, the risk of loss as a result of damage or because of wear and tear to all components of a Unit shall be borne by the Unit Owners of each Unit, and, accordingly, the cost of maintaining, repairing, and replacing of all portions of a Unit as defined in this Declaration or otherwise, including but not limited to the structural components of the Unit and all interior and exterior portions of the building and Unit, and the items identified and defined in Article V as being part of the Unit shall be borne by the Unit Owner or Unit Owners of the Unit, except to the extent

that repairs and maintenance of utility lines and apparatus are to be made by a utility provider pursuant to a service agreement entered into by the Association on behalf of all Unit Owners, and provided that all exterior work shall be subject to and comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board.

Section 4. Other. Except as otherwise provided herein, responsibility for the maintenance, repair, and replacement of the Unit and its appurtenant Limited Common Elements and any improvements located thereon made by the Unit Owner, if any, shall be that of the Unit Owner or Unit Owners of that Unit and the cost thereof shall be that of the Unit Owner or Unit Owners. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by that Unit Owner or Unit Owners and on that Unit Owner or Unit Owners. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board in its sole and unfettered discretion.

# **ARTICLE X**

#### UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered (or sub metered) or separately charged to that Unit by the utility company, the Board or a third party retained by the Board, to reimburse the Association for that Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Unit Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

#### **ARTICLE XI**

#### **INSURANCE; LOSSES**

## Section 1. Special Broad Form Casualty Insurance.

Unit. A Unit consists of an entire building and the dwelling a part (a) thereof and all components thereof including the structure itself, (except utility lines, if any, serving any other Unit or Units), and the risk of loss thereof is that of the Unit Owner or Unit Owners. Accordingly, the Association shall have no obligation to maintain insurance on the Unit or on improvements a part of appurtenant Limited Common Elements against loss or damage by fire, lightning, or such other perils as are ordinarily insured against by standard extended coverage endorsements. The Unit Owner or Unit Owners of each Unit SHALL obtain such insurance with respect to their Unit and improvements a part of the Unit's appurtenant Limited Common Elements and the Association SHALL be named as an additional insured, as an additional interested party, or the substantial equivalent. The Unit Owner or Unit Owners of each Unit shall be provided evidence of such coverage to the Board, upon request. The fire and extended coverage insurance obtained and maintained by the Unit Owner or Unit Owners of each Unit shall be in amounts not less than one hundred percent (100%) of the current insurable replacement cost of the structures, fixtures and equipment constituting part of that Unit, (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), and shall:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

(ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment

under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(iii) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier shall notify the named insureds and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy;

(iv) have a deductible amount no greater than five percent of the policy face amount; and

 (v) meet such other requirements as may be required by national institutional first mortgage holders, insurers and guarantors.

If any Unit Owner fails to maintain such insurance the Association may obtain the same and assess the cost of such insurance to that Unit Owner and that Unit Owner's Unit as a Special Individual Unit Assessment. Notwithstanding the foregoing, the Unit Owners, if they desire to do so and the same is available, may join together and obtain such insurance, and share the costs thereof in proportion to the relative insurable values of their respective Units and improvements a part of their appurtenant Limited Common Elements.

(b) <u>Common Elements</u>. The Board shall have the authority to and shall obtain such insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements (but not Limited Common Elements), or common property of the Association, to the extent the Association can obtain such blanket coverage, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

 provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

be written in the name of the Association;

(iv) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (a) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (b) must be endorsed to provide that any loss shall be paid to the Association;

 (v) have a deductible amount no greater than five percent of the policy face amount;

(vi) be paid for by the Association, as a common expense;

(vii) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners; and

(viii) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association.

Section 2. Liability Insurance. The Association shall obtain and maintain. at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, Limited Common Elements and public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of the Association because of negligent acts of the Association, the Board, or a Unit Owner or Unit Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit. The Unit Owner or Unit Owners of each Unit shall maintain such liability insurance with respect to their Unit and the Unit's appurtenant Limited Common Elements as they may determine, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Unit or a Unit's Limited Common Elements.

Section 3. Fidelity Coverage. The Board shall obtain or cause to be obtained and thereafter maintain, at the Association's cost and as a common expense, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then current amount of three months Assessments on all Units. and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage no less than that required of the Association. which bond or policy names the Association as an additional obligee, or obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBB" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Flood Insurance. In the event that any part of the improvements on the Condominium Property are located in a "Special Flood Hazard Area" which is designated as A, AE, AH, AO, AR, A1-30, A-99, V, VE, VI-30, or VO on a Flood Insurance Rate Map, the Association shall obtain and maintain a "master" or "blanket" policy of flood insurance. The flood insurance policy shall cover the Common Element buildings and any other common property, but generally need not cover individual Units. The premiums shall be paid as a common expense. The amount of coverage, if required, should be at least equal to the lesser of (a) one hundred percent (100%) of the insurable value of each insured building (including all Common Elements and property) or (b) the maximum coverage available under the applicable National Flood Insurance Program. The maximum deductible amount for policies covering the Common Elements shall be the lesser of (a) \$5,000 or (b) one percent (1%) of the policy's face amount.

<u>Section 6.</u> <u>Other Association Insurance</u>. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, directors' and officers' liability insurance, cybersecurity insurance, and such other insurance as the Board may determine.

Section 7. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiated representative, or such successor, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and the land, and is coupled with an interest.

Section 8. Unit Owners' Other Insurance. Any Unit Owner or Occupant may carry such other insurance in addition to that provided by the Association or required to be carried by the Unit Owner with respect to a Unit or appurtenant Limited Common Elements pursuant to the provisions of the Condominium Organizational Documents as that Unit Owner or Occupant may determine, provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 9. Sufficient Insurance. In the event the improvements forming a part of the Common Elements (but not the Limited Common Elements) or any portion thereof shall suffer damage or destruction from any cause or peril insured against by a policy or policies obtained by the Association and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, such repair, restoration or reconstruction shall be undertaken by the Association and the net insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 10. Insufficient Insurance. In the event the improvements forming a part of the Common Elements (but not the Limited Common Elements), or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against in a policy or policies obtained by the Association, or, if insured against, the net insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of other Assessments.

Section 11. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times, if so determined by the Board, maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

## ARTICLE XII

#### **DAMAGE RESTORATION; TERMINATION**

#### Section 1. Substantial Unit Damage or Destruction.

Restoration. In the event of substantial damage to or destruction of a Unit or the Unit's Limited Common Elements, the Unit Owner or Unit Owners of the Unit shall promptly restore or replace the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by contractors and subcontractors approved by the Association. The restoration or replacement of the Unit and/or Limited Common Elements shall be completed within eighteen (18) months following the substantial damage to, or destruction of, the Unit or Limited Common Element. The Unit Owner or Unit Owners of the Unit shall at all times continue to be responsible for the payment of Assessments. In any event, within ninety (90) days of such substantial damage to or destruction of a Unit or Limited Common Elements, the Unit Owner shall take such actions as are necessary to restore the Unit and/or Limited Common Elements so as not to be a nuisance, hazard or to detract from the value of the Condominium; provided that if a Unit Owner fails to take such actions within ninety (90) days of such substantial damage to, or destruction of a Unit, the Association may perform the same and the cost thereof shall be assessed as a Special Individual Unit Assessment against the Unit.

Non-Restored Unit. In the event that a Unit is not able to be (b) restored or replaced to a condition comparable to that which existed prior to the substantial damage or destruction, the Unit Owner or Unit Owners of that Unit shall at their sole cost and expense forthwith cause the remnants of the damaged or destroyed Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, or, if they fail to do so, the Association may do the same and the cost thereof shall be a charge upon the Unit Owner or Unit Owners of such Unit and that Unit. Upon the determination of the Unit Owner or Unit Owners of a Unit not to restore or replace the Unit after substantial damage or destruction and with the consent of the holder of the first mortgage lien on the Unit and the other provisions of this Declaration and applicable law, the Unit Owner or Unit Owners of the Unit substantially damaged or destroyed shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Unit Owners, since the Unit Owners of each Unit prior thereto had an equal vote. and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. In such event the Unit and Limited Common Elements appurtenant to such Unit shall become Common Elements.

Section 2. Common Elements Damage or Destruction. In the event of damage or destruction of the Common Elements, or any part thereof (but not the Limited Common Elements), the Association shall restore or replace the same, and the cost thereof shall be a common expense, unless Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Common Elements, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition sale, shall be distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

# **ARTICLE XIII**

# CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Common Elements, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear.

Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking of Common Elements under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by the Association, or any other Unit Owner, or the direct loss with respect to the Common Elements, or with regard to the usability thereof, nor diminishes any award for any such loss. In any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of a Unit, the Unit Owner or Unit Owners of that Unit shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceeding involving Common Elements, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. In the case of awards or proceeds properly allocable to the taking of Common Elements, if the award or proceeds are insufficient to restore or replace the damaged or taken improvements or other Common Elements, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. In the case of awards or proceeds properly allocable to the taking of a Unit, or any part thereof, if the award or proceeds are insufficient to restore or replace the damaged or taken Unit, the Unit Owner or Unit Owners of the Unit so taken or damaged shall pay the deficiency, subject to the provisions of Section 4 of this Article.

Section 4. Non-Restored Unit. In the event that a Unit is not able to be restored or replaced to a condition comparable to that which existed prior to such taking, the Unit Owner or Unit Owners of that Unit shall at their sole cost and expense forthwith cause the remnants of the Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, and the Unit Owner or Unit Owners of that Unit shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Unit Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. In such event the Unit and Limited Common Elements appurtenant to such Unit shall become Common Elements

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as that Unit Owner's attorney-in-fact to

represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement involving the Common Elements, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings involving Common Elements. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

# ARTICLE XIV

#### **GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS**

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, and an easement for utilities serving that Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Unit Owner's Unit.

Section 2. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

<u>Section 3</u>. <u>Easements Reserved to Declarant</u>. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

(a) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;

(b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;

(c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

In addition, non-exclusive perpetual and permanent easements are hereby reserved to Declarant, its successors and assigns, and also granted to the future owners and occupants of all or any portion of the property identified as Additional Property herein (irrespective of whether that property is ever made part of the Condominium or continues to be identified or classified as Additional Property), and their respective heirs, successors and assigns, for Declarant's benefit of Declarant's successors and assigns, and for the benefit of future owners and occupants of the area into which the Condominium may be expanded as hereinafter described (the "Additional Property"), for pedestrian and vehicular access in, on, over and upon roadways and walkways now or hereafter within the Condominium Property for ingress and egress to and from all or any portion of the Additional Property and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, hereby reserves an easement in, over, under, upon, and across the Common Elements to reach, and the right to extend and tie into, utility lines and improvements in the Common Elements, as permitted by public authority and the utility company involved, and to extend such utility lines and improvements into and/or upon the Additional Property to service the same. These easements and rights shall continue in effect

whether or not all of the Additional Property, or any part thereof, is added to the Condominium or not or continues to be identified or classified as Additional Property.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Unit Owners and Occupants.

Section 5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

In addition, each Unit Owner and that Unit Owner's agents, contractors and designees shall have a right of entry and access to, over, upon and through the Limited Common Element courtyard/patio/yard areas appurtenant to another Unit that are contiguous to that Unit Owner's Unit, for the sole purpose of enabling the Unit Owner to perform obligations, rights, and duties pursuant hereto with regard to maintenance, repair, and restoration of the Unit Owner's Unit or its appurtenant Limited Common Elements. In the event of an emergency, the Unit Owner's right of entry to adjacent Limited Common Elements may be exercised without notice; otherwise, the Unit Owner shall give the Owners or Occupants of the adjacent Unit no less than twenty-four (24) hours advance notice prior to entering the adjacent Unit Owner's Limited Common Elements and may only do so at reasonable times and under reasonable circumstances. The Unit Owner of a Unit whose Limited Common Elements are contiguous shall not do anything within the Limited Common Elements that is likely to damage or otherwise harm the exterior surfaces of an adjacent Unit or do anything so as to unreasonably impede the ability of the owner of the adjacent Unit to repair, maintain or replace the exterior of that adjacent owner's Unit. Subject to the foregoing, a Unit Owner requiring access to the Limited Common Elements appurtenant to another Unit shall promptly restore any disturbed areas as nearly as possible to the condition prior to the occurrence of the damage.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

<u>Section 9.</u> <u>Conservation Easement</u>. Portions of the Condominium Property are subject to a perpetual easement granted to the Delaware Soil and Water Conservation District for the purposes of preserving a portion of Condominium Property in its natural state. Said easement is of record Official Record Book 1493, Pages 2195 through 2213, both inclusive, of the Office of the Recorder, Delaware County, Ohio.

Section 10. Access Easement. A non-exclusive permanent and perpetual easement over and upon roadways and sidewalks located on the Additional Property is hereby reserved to each Unit Owner and each Occupant of a Unit, and their respective invitees and licensees, for ingress and egress to and from the Condominium Property and Manley Road, a public street.

#### Section 11. Easements Located on Adjacent Property.

(a) <u>Path Easement</u>. The Condominium Property is benefitted by an existing perpetual and non-exclusive easement over adjacent property (that is not part of the Condominium) providing pedestrian ingress, egress, and access to and from Tartan Fields Drive and the Condominium. As required by zoning and pursuant to the provisions of the recorded easement, of record in Official Record Book 1546, Pages 2822-2833, both inclusive, the Association shall be responsible for maintaining such easement area (including the path located therein).

(b) <u>Emergency Access Easement</u>. As required by zoning, the Condominium Property is benefitted by an existing perpetual and non-exclusive easement over adjacent property (that is not part of the Condominium) for the limited purpose of providing emergency ingress, egress, and access to and from Tartan fields Drive and the Condominium. Pursuant to the provisions of the recorded easement, of record in Official Record Book 1546, Pages 2834-2843, both inclusive, the Association shall be responsible for maintaining such easement area and the improvements therein, including keeping the 'Emergency Access Driveway' free and clear of debris, trash, litter, and snow.

Section 12. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

#### **ARTICLE XV**

#### ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

<u>Section 1</u>. <u>Types of Assessments</u>. Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

# Section 3. Elements-Apportionment: Due Dates.

# (a) Operating Assessments.

(i) Prior to the time any Unit Owner is to be charged Assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their Unit Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;

b. that period's estimated cost of the maintenance, repair and other services to be provided by the Association for the off-site easements described in Article XIV;

c. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

 that period's estimated costs for utility services not separately metered or charged to Unit Owners;

e. the estimated amount desired to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated Assessments on all Units;

f. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

g. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the Operating Assessment for each separate Unit. For administrative convenience, any such Assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The Operating Assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying Assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the Operating Assessment for a Unit shall be due the first day of each month.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units and their owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in

individual contracts for the sale of a Unit or Units or, if not, from the Association).

(v) If Operating Assessments collected in the Association's fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners, and each Unit Owner by virtue of acceptance of a deed to a Unit consents to the same and grants to the Board an irrevocable power of attorney and proxy to approve and authorize the retention of any excess as reserves or reductions in Assessments.

#### (b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventyfive percent (75%) of the voting power of Unit Owners and the consent of Eligible Mortgagees hereinafter provided.

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Units and their owners in proportion to the respective undivided interests of the Units in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

Special Individual Unit Assessments. Subject to the applicable (c) provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Unit Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms of the Condominium Organizational Documents or the rules of the Association to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Unit Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Unit Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Unit Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

Section 4. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner's or Unit Owners' Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner or those Unit Owners.

#### Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the

entire unpaid balance of the Assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of Special Assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such Assessment is made.

(d) Payments made by a Unit Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof.

(e) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the Delaware County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Unit Owner or Unit Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association.

(f) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(g) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit may bring an action in the Court of Common Pleas of Delaware County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Unit and its Unit Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(h) Each such Assessment together with collection costs (including attorney fees), shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Unit Owner's or Unit Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article. (i) The Association, as authorized by the Board, may file a lien or liens to secure payment of Assessments and/or collection costs (including attorney fees), bring or join in an action at law against the Unit Owner or Unit Owners personally obligated to pay the same, and/or an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Unit Owner or Unit Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any action, interest and all costs of such action (including attorney fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

(j) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(k) No Unit Owner or Unit Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Unit Owner's or those Unit Owners' Unit.

(I) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Unit Owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its owners during the foreclosure action.

<u>Section 7</u>. <u>Certificate Regarding Assessments</u>. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the Assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

## ARTICLE XVI

#### **EXPANSIONS**

<u>Section 1</u>. <u>Reservation of Expansion Option</u>. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this Article XVI.

<u>Section 2</u>. <u>Limitations on Option</u>. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article XVI, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property without the consent of any Unit Owner or Unit Owners, the Association, the Board or any Mortgagee.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. The foregoing notwithstanding, Declarant, with the consent of Unit Owners exercising not less than a majority of the voting power of Unit Owners other than Declarant, may extend Declarant's option to expand the Condominium Property for an additional

seven years, if Declarant exercises the right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive Declarant's option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. A legal description or descriptions of all of the property that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E" and made a part hereof by this reference.

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article XVI and provided, further, that all improvements a part of the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

<u>Section 6</u>. <u>Time for Adding Portions</u>. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

<u>Section 7</u>. <u>Improvement Location Limitations</u>. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is fifty-five (55), permitting the Condominium to be expanded to include a maximum total of sixty-one (61) Units, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property added to the Condominium Property.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and reasonably compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of Units in a building, types or mix of types of Units in a building, changes in number of garage parking spaces, construction of Units with or without basements (whether walk-out or not), construction of Units with or without covered, screened or enclosed porches, verandas, or elevated decks, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, changes in elevations, or changes in size.

Section 11. Improvements Other than Structures Containing Units. If all or a portion of the Additional Property is added to the Condominium Property, private drives, parking areas, sidewalks, landscaped areas, storm water drainage facilities, other non-structural improvements similar to those then on the Condominium Property, a sanitary pump station house, and other improvements (to the extent such improvements are not to be owned and maintained by the applicable utility or governmental entity), parkettes, an outdoor swimming pool and a clubhouse built of similar architectural style and similar materials as the residential buildings may be constructed on that Additional Property, and no other non-structural improvements. If built and added to the Condominium, the clubhouse will contain approximately 2,739 square feet and include a community room, exercise room, kitchen, mechanical room, storage room, restrooms, office, gallery and a screened porch. There is no requirement that such improvements must be made and there are no restrictions on limitations on the improvements that may be made.

<u>Section 12.</u> Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as described on Exhibit D attached hereto or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types notwithstanding changes in interior layout, changes in design or finish detail, changes in size, the inclusion of basements (whether walk-out or not), and/or the addition/substitution of covered, screened or enclosed porches, verandas or elevated decks.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type as those areas and improvements now so designated as such or as otherwise described herein. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined. Subject to the foregoing, there are no limits as to the types, sizes, and maximum number of Limited Common Elements that may be subsequently assigned to Units.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act. The approval of Unit Owners, the Association, Mortgagee or any Eligible Mortgagee shall not be required for any amendment expanding the Condominium to include all or any part of the Additional Property pursuant to the provisions of this Article XVI and the Condominium Act.

<u>Section 16.</u> <u>Effects of Expansion</u>. Except as hereinafter specifically provided otherwise, upon the recording with the Delaware County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that nonexclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added; (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties; and (iii) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Unit Owner or Unit Owners of a Unit or Units in the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners; (c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

(e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Unit Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

#### **ARTICLE XVII**

# NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

<u>Section 1</u>. <u>Notices</u>. Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such Eligible Mortgagee and the Unit Designation), shall be entitled to timely written notice by the Association of:

any proposed addition to, change in, or amendment of the (a) Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) any of the provisions governing voting rights; (ii) any of the provisions governing increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), the basis of Assessments, Assessment liens, or priority of such liens; (iii) any of the provisions governing reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) any of the provisions governing responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements) except in the case of expansion of the Condominium, or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) any of the provisions governing the method of expansion or the method of contraction of the Condominium or the method of addition, annexation or withdrawal of property to or from the Condominium; (ix) any of the provisions governing hazard, fidelity or other insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Unit Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; (xiv) any provisions expressly benefiting mortgage holders, insurers, or guarantors; (xv) any provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units; (xvi) any provisions governing the rights of any specific class of members; (xvii) any provisions governing dissolution of the Association except pursuant to consolidation or merger; (xviii) any provision governing the conveyance of any or all Common Elements; or (xix) any other amendment to the Condominium Organizational Documents. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, for clarification only or for purposes of expanding the Condominium pursuant to the other provisions contained herein.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article XVII.

(i) any condemnation, eminent domain proceeding or casualty loss (c) that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (iv) any proposed amendment or change for which a required percentage of Eligible Mortgagees must consent pursuant to the provisions of this Declaration; (v) any proposed termination of the Condominium as a condominium regime (which notice must be given at least thirty (30) days before any action is taken); (vi) any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents; (vii) any decision by the Association to renew or rehabilitate the Condominium Property; (viii) times and places of Unit Owners' meetings; and (ix) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such Eligible Mortgagee. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article XVII, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 3. Notices to Mortgagees. Each Mortgagee and guarantor of a mortgage on a Unit shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees (without limiting the generality of the following, no addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material or adverse if it is for the purpose of correcting technical errors, for clarification only, for the expansion of the Condominium as provided for in the Condominium Organizational Documents or for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters);

(b) any sixty (60) day delinquency in the payment of Assessments or charges owed to the Association by a Unit Owner of a Unit on which it holds a mortgage;

 (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of Mortgagees, as provided in this Declaration; and

(e) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.

<u>Section 4.</u> First Mortgagee Rights Confirmed. No provision of the Condominium Organizational Documents gives a Unit Owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

#### **ARTICLE XVIII**

#### AMENDMENTS

Section 1. Power to Amend. Except in the case of expansion of the Condominium as provided in the Condominium Organizational Documents or as otherwise specifically provided in this Declaration or Ohio law, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees representing Units exercising not less than a majority of the voting power of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. The foregoing notwithstanding:

(a) except as otherwise provided in the Condominium Organizational Documents in the case of the expansion of the Condominium, the written consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, in addition to the consent of Eligible Mortgagees to which at least seventy-five percent (75%) of the voting power of Units subject to mortgages held by Eligible Mortgagees appertain, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit or the convertibility of Units into Common Elements or vice versa;

 the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the constructions of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(iv) the number of votes in the Association appertaining to any Unit;

(v) the fundamental purposes to which any Unit or the Common Elements are restricted; or

(vi) the provisions and requirements of this Article XVIII;

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) except as otherwise provided herein, the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Unit Owners other than Declarant who hold a majority of the voting power of Unit Owners other than Declarant, and the consent of Mortgagees on Units whose owners are entitled to exercise seventy-five percent (75%) or more of the voting power of the owners of Units subject to mortgages held by Mortgagees shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit or has the right to expand the Condominium, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, Mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except amendments expanding or aiding in the expansion of the Condominium as provided for in the Condominium Organizational Documents) must be approved by the Secretary of the Department of Veterans Affairs;

(ii) to the Board, without a vote of Unit Owners or the approval of Mortgagees, to amend the Declaration in any manner necessary for any of the following purposes:

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

b. to bring the Declaration into compliance with requirements of the Condominium Act;

c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

d. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State;

#### but for no other purpose; and

(d) in addition to the consent of Unit Owners set forth above, any addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees must also be agreed to by Mortgagees on Units whose owners are entitled to exercise fifty-one percent (51%) or more of the voting power of owners of Units that are subject to mortgages; provided that the expansion of the Condominium as provided in the Condominium Organizational Documents shall not be considered to be material adverse to Mortgagees and provided further that any amendment provided for under sub-item (c) above shall not be considered to be material adverse.

An Eligible Mortgagee or Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees and/or Mortgagees hereinbefore required, or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Delaware County Auditor and Recorder.

Section 3. Approval of Veteran's Administration During Declarant Control of Association. If the Condominium has been approved by the Department of Veteran's Affairs, any amendment (other than amendments expanding or aiding in the expansion of the Condominium as provided for in this Declaration) during the period that Declarant is in control of the Association must be approved by the Secretary of the Department of Veterans Affairs.

# **ARTICLE XIX**

# **GENERAL PROVISIONS**

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, powers of attorney, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner. Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof, or of Additional Property added to the Condominium Property, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 5. Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a development statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant. Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty and as required by Chapter 5311 of the Ohio Revised Code and specifically disclaims any implied warranty of habitability, fitness for a particular purpose, or construction in a workmanlike manner. In addition, the time limit for commencing the prosecution of claims of negligence, breach of contract and/or the failure to construct improvements in a workmanlike manner shall be one year commencing on the date the deed for the Unit was recorded. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements. In addition, all warranties received by the Declarant with regard to the Common Elements added by any expansion shall automatically be assigned to the Association upon the recording of an amendment to the Declaration expanding the Condominium to include those Common Elements.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the

provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

<u>Section 7</u>. <u>Captions</u>. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this <u>3rd</u> day of <u>December</u> 2018.

**EPCON MUIRFIELD, LLC,** an Ohio limited liability company

By Joel D. Rhoades, Regional President

STATE OF OHIO COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Regional President of EPCON MUIRFIELD, LLC, an Ohio limited liability company, on behalf of said liability company, this 3.2. day of <u>December</u> 2018.



TERESA D. GRUBBS NOTARY PUBLIC STATE OF OHIO

Turesa D. Jun Notary Public

My Commission Expires July 7, 2021

# **EXHIBIT "A"** Declaration of Condominium The Courtyards at Muirfield Ridge Condominium 0.570 Acres Part 1

-1-

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being 0.565 acres out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419, and 0.005 acres out of that original 10.720 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1532 Page 1685, all deed references refer to the Records of the Recorder's Office, Delaware County, Ohio, and described as follows:

**Beginning for reference** at a magnail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence North 54°09'22" West with said centerline a distance of 438.50 feet to a magnail found at an angle point in said centerline;

Thence North 54°23'14" West continuing with said centerline a distance of 362.75 feet to a point;

Thence North 35°36'46" East a distance of 60.83 feet to a point at the **True Point of Beginning** in the northerly Right-of-way line of Manley Road;

Thence North 54°23'14" West with said northerly right-of-way line a distance of 22.51 feet to a point on a curve;

Thence across said original 9.648 acre tract and said original 10.720 acre tract the following courses:

With a curve to the left having a central angle of 5°36'27", a radius of 43.10 feet, an arc length of 4.22 feet, a chord bearing and distance of North 39°00'46" East 4.22 feet to a point of tangency;

North 35°36'46" East a distance of 187.18 feet to a point;

North 54°23'14" West a distance of 114.89 feet to a point;

North 35°36'46" East a distance of 57.47 feet to a point;

South 54°23'14" East a distance of 360.05 feet to a point on a curve;

With a curve to the right having a central angle of 8°51′57", a radius of 239.00 feet, an arc length of 36.98 feet, a chord bearing and distance of South 31°10′48" West 36.95 feet to a point at a point of tangency;

South 35°36'46" West a distance of 17.22 feet to a point;

North 54°23'14" West a distance of 117.92 feet to a point;

South 35°36'46" West 5.41 feet to a point;

North 54°23'14" West 108.09 feet to a point;

South 35°36'46" West a distance of 184.87 feet to a point of curvature;



# **EXHIBIT "A"** Declaration of Condominium The Courtyards at Muirfield Ridge Condominium 0.570 Acres Part 1

-2-

With a curve to the left having a central angle of 6°34'54", a radius of 39.41 feet, an arc length of 4.53 feet, a chord bearing and distance of South 32°19'47" West, a distance of 4.52 feet to the **True Point of Beginning** and containing **0.570** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

CESO, Inc. 11.28.18 No. 7211



# **EXHIBIT "A"** Declaration of Condominium The Courtyards at Muirfield Ridge Condominium 0.169 Acres Part 2

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office Delaware County Ohio, and described as follows:

**Beginning for reference** at a magnail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 364.87 feet to a point;

Thence, North 35°50'38" East a distance of 144.48 feet to the True Point of Beginning for this description;

Thence, across said original 9.648 acre tract the following courses:

North 54°23'14" West a distance of 120.30 feet to a point on a curve;

With a curve to the left having a central angle of 85°51'04", a radius of 45.50 feet, an arc length of 68.18 feet, a chord bearing and distance of North 10°38'35" West 61.98 feet to point of reverse curvature;

With a curve to the right having a central angle of 52°18'58", a radius of 24.50 feet, an arc length of 22.37 feet, a chord bearing and distance of North 27°24'38" West 21.60 feet to point;

South 54°22'50" East a distance of 184.32 feet to a point;

South 35°36'46" West a distance of 52.63 feet to a point at the **True Point of Beginning** and containing **0.169** acres of land, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

CESO Inc. 172-18 r No. 7211



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# **EXHIBIT "A"** Declaration of Condominium The Courtyards at Muirfield Ridge Condominium 0.289 Acres Part 3

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office Delaware County Ohio, and described as follows:

**Beginning for reference** at a magnail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 438.50 feet to a magnail found at an angle point in said centerline;

Thence, North 54°23'14" West continuing with said centerline a distance of 116.93 feet to a point;

Thence, North 35°36'46" East a distance of 304.56 feet to a point on a curve, at the True Point of Beginning for this description;

Thence, across said original 9.648 acre tract the following courses:

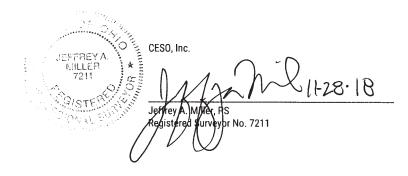
With a curve to the left having a central angle of 19°46'40", a radius of 261.00 feet, an arc length of 90.09 feet, a chord bearing and distance of North 18°44'47" East 89.65 feet to a point;

South 87°10'57" East a distance of 106.95 feet to a point; South 13°36'29" West a distance of 74.60 feet to a point; South 23°55'24" West a distance of 76.13 feet to a point; North 54°23'14" West a distance of 107.27 feet to the **True Point of Beginning** and containing **0.289** acres of land, more or less.

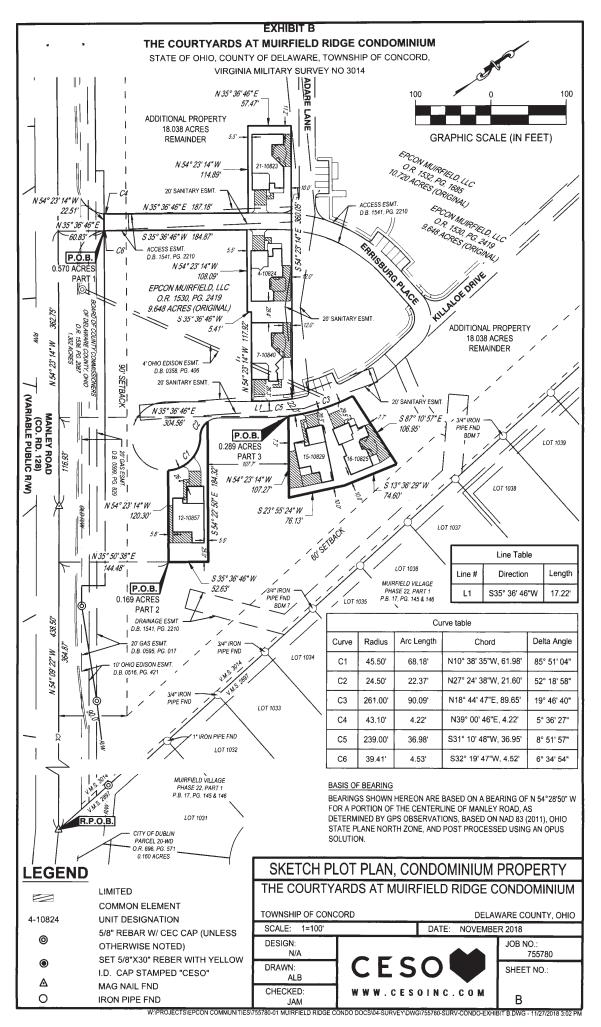
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".







# EXHIBIT C

# DECLARATION OF CONDOMINIUM THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

# Unit Information

Unit	Unit	Unit	Par	Undivided
Designation	<u>Address</u>	<u>Type</u>	<u>Value</u>	Interest
4-10824	10824 Errisberg Place	PO <sup>(2)</sup>	1.00	16.66%
7-10840	10840 Killaloe Drive	PE <sup>(2)</sup>	1.00	16.67%
12-10857	10857 Killaloe Drive	SL <sup>(2)</sup>	1.00	16.67%
15-10829	10829 Killaloe Drive	SL <sup>(2)</sup>	1.00	16.66%
16-10825	10825 Killaloe Drive	PZ	1.00	16.66%
21-10823	10823 Errisberg Place	PE <sup>(2)</sup>	1.00	16.67%

TOTAL <u>100.00%</u>

<sup>(1)</sup> Unit with a basement.
 <sup>(2)</sup> Unit with a bonus suite.

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#### EXHIBIT D

# DECLARATION OF CONDOMINIUM THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

#### Unit Types and Par Values

# I. <u>Type</u>

- PZ (Palazzo). Contains a kitchen, living room, dining room, two baths, two bedrooms, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, 4-seasons room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room.
- PO (Portico). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room.
- PE (Promenade). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, 4-seasons room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room.
- SL (Salerno). Contains a kitchen, living room, dining room, two baths, two bedrooms, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, finished veranda, basement, some of which may be a walk-out basement accompanied by an elevated deck, a screened or enclosed porch located off the living room, and/or a screened or enclosed porch or sitting room located off the master bedroom.
- TO (Torino). Contains a kitchen, living room, dining room, two baths, two bedrooms, finished veranda, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, screened or enclosed porch located off the living room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room located off the master bedroom.
- VA (Verona). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, finished veranda, basement, some of which may be a walk-out basement accompanied by an elevated deck, screened or enclosed porch located off the living room, and/or a screened or enclosed porch or sitting room located off the master bedroom.

#### **EXHIBIT D (Continued)**

#### DECLARATION OF CONDOMINIUM THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

#### Unit Types and Par Values (Continued)

#### II. Unit Sizes and Par Values

Туре	Approximate Gross Interior Square Feet <sup>(1)</sup>	Par Value
PZ	1,519 3,543	1.00
PO	1,776 3,750	1.00
PE	1,995 4,419	1.00
SL	1,643 – 2,555	1.00
TO	1,888 – 2,735	1.00
VA	2,114 – 3,297	1.00

- (1) Gross interior square feet means the approximate gross area constituting the Unit at all levels, is measured from the undecorated inner surfaces of its boundary walls, and includes space occupied by interior partitions, staircases and voids, as well as space in any basement, whether finished or unfinished. This measurement is <u>not</u> the measurement normally used in the real estate industry for sales and leasing purposes. Screened and enclosed porches and garages are part of the Unit, however, that square footage is not included in the square footage identified above.
- (2) Each Unit includes or will include a garage containing approximately 450-550 square feet.

#### EXHIBIT "E" **Declaration of Condominium** The Courtyards at Muirfield Ridge Condominium **18.038 Acres Additional Property** (1)

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 and that original 10.720 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1532, Page 1685, all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

Beginning for reference at a magnail found in the common line of Virginia Military Survey 3014 and 2897, and being the southeast corner of 1.302 acre tract as conveyed to the Board of County Commissioners of Delaware County Ohio and being in the centerline of Manley Road (County Road 128);

Thence, North 06°08'54" West along the easterly line of said 1.302 acre tract a distance of 88.26 feet to a found 5/8" rebar with a cap inscribed "CEC INC" at the True Point of Beginning for this description;

Thence, along the northerly line of said 1.302 acre tract and being the northerly Right of Way Line of said Manley Road (County Road 128) the following courses:

North 61°23'12" West a distance of 123.25 feet to a found 5/8" rebar with a cap inscribed "CEC INC";

North 63°14'02" West a distance of 127.29 feet to a found 5/8" rebar with a cap inscribed "CEC INC";

North 54°09'22" West a distance of 26.74 feet to a point;

North 35°50'38" East a distance of 30.83 feet to a point;

North 54°09'22" West a distance of 105.00 feet to a point;

North 54°23'14" West a distance of 442.11 feet to a point;

South 35°36'46" West a distance of 10.83 feet to a point;

North 54°23'14" West a distance of 160.70 feet to a point on the common line of said 9.648 acre and 10.720 acre tracts;

Thence, South 59°51'50" West along said common line a distance of 54.84 feet to a found mag nail in the centerline of said Manley Road (County Road 128);

Thence, North 54°28'50" West along said centerline a distance of 597.97 feet to a point;

Thence, North 59°52'53" East along an easterly line of said original 10.720 acre tract a distance of 65.86 feet to a point;

Thence, South 54°28'50" East along the southerly line of a 2.033 acre tract as conveyed to Epcon Muirfield, LLC in Official Record 1547, Page 2684 a distance of 241.34 feet to a point on a curve;

Thence, along the common line of said 2.033 acre tract and said original 10.720 acre tract the following courses:

With a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing and distance of North 9°28'50" West a distance of 35.36 feet to a point;

North 35°31'10" East a distance of 30.00 feet to a point;

North 40°35'48" East a distance of 121.90 feet to a point;

North 54°56'59" East a distance of 263.01 feet to a point;

North 44°16'55" East a distance of 320.27 feet to a point on the southerly line of a 1.145 acre tract as conveyed to CF Arcis VIII LLC in Official Record 1263 Page 573;

Thence, North 83°24'30" East along said southerly line a distance of 414.80 feet to a point being the northeasterly corner of said original 10.720 acre tract, the southeasterly corner of said 1.145 acre tract and the northwesterly corner of lot 1078 of a plat entitled Muirfield Village Phase 22 Part 2 of record in Plat Book 18 Page 107;



#### **EXHIBIT "E" Declaration of Condominium** The Courtyards at Muirfield Ridge Condominium 18.038 Acres Additional Property (2)

Thence, South 6°08'54" East along the southwesterly line of said Muirfield Village Phase 22 Part 2 and the southwesterly line of a plat entitled Muirfield Village Phase 22 Part 1, passing a found 3/4" iron pipe at a distance of 182.43 feet, passing a found 3/4" iron pipe at a distance of 302.19 feet, passing a found 3/4" iron pin at a distance of 387.13 feet, passing a found 3/4" iron pipe at a distance of 389.41 feet, passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 486.50 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 571.58 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 656.43 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 741.50 feet; passing a found 3/4" rebar bent northwest at a distance of 826.52 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 911.57 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 996.60 feet, passing a found 3/4" iron pipe bent southwest at a distance of 1082.04 feet, passing a found 3/4" iron pipe at a distance of 1166.78 feet, passing a found 1" iron pipe at a distance of 1256.79 feet, a total distance of 1361.04 feet to the True Point of Beginning and containing 19.066 acres of land, more or less.

#### Less and except the following tracts of land:

#### Part 1

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being 0.565 acres out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419, and 0.005 acres out of that original 10.720 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1532 Page 1685, all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

Beginning for reference at a mag nail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence North 54°09'22" West with said centerline a distance of 438.50 feet to a mag nail found at an angle point in said centerline:

Thence North 54°23'14" West continuing with said centerline a distance of 362.75 feet to a point;

Thence North 35°36'46" East a distance of 60.83 feet to a point at the True Point of Beginning in the northerly Right-of-way line of Manley Road;

Thence North 54°23'14" West with said northerly right-of-way line a distance of 22.51 feet to a point on a curve;

Thence across said original 9.648 acre tract and said original 10.720 acre tract the following courses:

With a curve to the left having a central angle of 5°36'27", a radius of 43.10 feet, an arc length of 4.22 feet, a chord bearing and distance of North 39°00'46" East 4.22 feet to a point of tangency;

North 35°36'46" East a distance of 187.18 feet to a point;

North 54°23'14" West a distance of 114.89 feet to a point;

North 35°36'46" East a distance of 57.47 feet to a point;

South 54°23'14" East a distance of 360.05 feet to a point on a curve;

With a curve to the right having a central angle of 8°51'57", a radius of 239.00 feet, an arc length of 36.98 feet, a chord bearing and distance of South 31°10'48" West 36.95 feet to a point at a point of tangency:



### **EXHIBIT "E"**

### Declaration of Condominium The Courtyards at Muirfield Ridge Condominium 18.038 Acres Additional Property

(3)

South 35°36'46" West a distance of 17.22 feet to a point;

North 54°23'14" West a distance of 117.92 feet to a point;

South 35°36'46" West 5.41 feet to a point;

North 54°23'14" West 108.09 feet to a point;

South 35°36'46" West a distance of 184.87 feet to a point of curvature;

With a curve to the left having a central angle of 6°34'54", a radius of 39.41 feet, an arc length of 4.53 feet, a chord bearing and distance of South 32°19'47" West, a distance of 4.52 feet to the **True Point of Beginning** and containing **0.570** acres of land more or less.

#### Part 2

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

**Beginning for reference** at a mag nail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 364.87 feet to a point;

Thence, North 35°50'38" East a distance of 144.48 feet to the True Point of Beginning for this description;

Thence, across said original 9.648 acre tract the following courses:

North 54°23'14" West a distance of 120.30 feet to a point on a curve;

With a curve to the left having a central angle of 85°51'04", a radius of 45.50 feet, an arc length of 68.18 feet, a chord bearing and distance of North 10°38'35" West 61.98 feet to point of reverse curvature;

With a curve to the right having a central angle of 52°18'58", a radius of 24.50 feet, an arc length of 22.37 feet, a chord bearing and distance of North 27°24'38" West 21.60 feet to point;

South 54°22'50" East a distance of 184.32 feet to a point;

South 35°36'46" West a distance of 52.63 feet to a point at the **True Point of Beginning** and containing **0.169** acres of land, more or less.



#### EXHIBIT "E" Declaration of Condominium The Courtyards at Muirfield Ridge Condominium 18.038 Acres Additional Property (4)

#### Part 3

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

**Beginning for reference** at a mag nail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 438.50 feet to a mag nail found at an angle point in said centerline;

Thence, North 54°23'14" West continuing with said centerline a distance of 116.93 feet to a point;

Thence, North 35°36'46" East a distance of 304.56 feet to a point on a curve, at the **True Point of Beginning** for this description;

Thence, across said original 9.648 acre tract the following courses:

With a curve to the left having a central angle of 19°46'40", a radius of 261.00 feet, an arc length of 90.09 feet, a chord bearing and distance of North 18°44'47" East 89.65 feet to a point;

South 87°10'57" East a distance of 106.95 feet to a point; South 13°36'29" West a distance of 74.60 feet to a point; South 23°55'24" West a distance of 76.13 feet to a point; North 54°23'14" West a distance of 107.27 feet to the **True Point of Beginning** and containing **0.289** acres of land, more or less.

Total of remaining Parcel less exception is 18.038 acres of land, more or less.

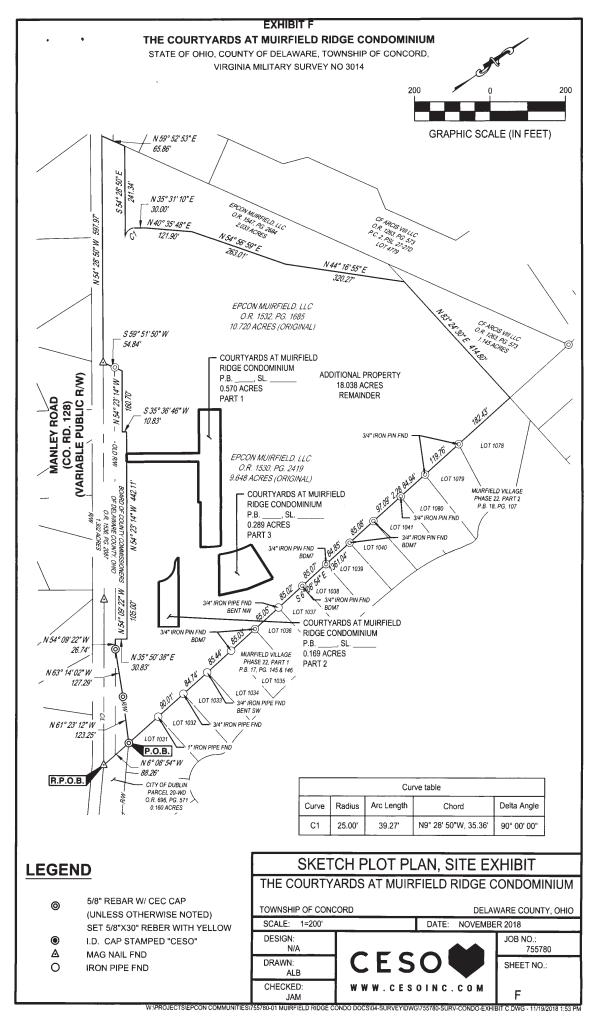
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

CESO, Inc. \$ 1122.18 No. 7211





BYLAWS

(Code of Regulations)

OF

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM ASSOCIATION

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#### **BYLAWS**

#### (Code of Regulations)

#### OF

#### THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM ASSOCIATION

#### **ARTICLE I**

#### NAME AND LOCATION

The name of the Association is The Courtyards at Muirfield Ridge Condominium Association, (the "Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' association for The Courtyards at Muirfield Ridge Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles of Incorporation"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board") of the Association shall be at such place in Franklin County or Delaware County as the Board may from time to time designate.

#### ARTICLE II

#### DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, (the "Declaration"), recorded simultaneously herewith with the Recorder's office of Delaware County, Ohio.

#### ARTICLE III

#### **UNIT OWNERS (MEMBERS)**

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meeting, the specific Dwners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless otherwise specified by the Board in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium or has the right to expand the Condominium) in these instances:

(a) A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of

the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Unit Owner would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners.

Section 7. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the owners of the undivided fee simple interests in that Unit may from time to time determine. If the owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an owner of a fee simple interest in a Unit. The Board, from time to time, may suspend the right of the owner or owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Unit Owners or Occupants of that Unit, a failure to observe any of the terms of the Condominium Organizational Documents, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Unit Owner, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Unit Owner, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Unit Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 11. Action In Writing Without Meeting. Unless otherwise required by law, any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy-five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

#### ARTICLE IV

#### **BOARD OF DIRECTORS**

Section 1. <u>Initial Directors</u>. The initial Directors and their business addresses are as set forth in the Articles of Incorporation, or such other person or persons as may from time to time be substituted and designated by Declarant.

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which

they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two (2)) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. The foregoing notwithstanding, from and after the time that the Association meets and the Unit Owners elect the six Directors, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (sixty-one (61)) that may be in the Condominium. Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles of Incorporation or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles of Incorporation or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles of Incorporation, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided herein.

<u>Section 4.</u> <u>Qualification</u>. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

<u>Section 5.</u> <u>Nomination</u>. Nominations for the election of Directors to be elected by the Unit Owners may be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, a runoff election between only those persons who received the same number of votes, and only for purposes of resolving the largest number of votes shall be elected Director or shall serve the length of the term the subject of the runoff election. In no case shall cumulative voting be permitted.

<u>Section 7</u>. <u>Compensation</u>. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of

communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

<u>Section 11.</u> <u>Voting Power</u>. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

<u>Section 13.</u> Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;

(b) hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;

(c) commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that relates to matters affecting the Condominium Property;

(d) enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(e) regulate the use, maintenance, repair, replacement, modification, and appearance of the Common Elements;

(f) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

(g) enforce the covenants, conditions and restrictions set forth in the Declaration;

(h) cause additional improvements to be made as part of the Common Elements;

(i) repair, maintain and improve the Common Elements;

acquire, encumber, and convey or otherwise transfer personal property;

 grant easements, leases, licenses, and concessions through or over the Common Elements;

 impose and collect fees or other charges for the use, rental, or operation of the Common Elements;

(m) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(n) impose interest and late charges for the late payment of assessments and impose returned check charges;

 adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent Assessments; (p) impose reasonable charges for preparing, recording, or copying amendments to the Declaration, Bylaws, resale certificates, or statements of unpaid assessments;

(q) enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

(r) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(s) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any Assessment or other charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

(t) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(u) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

(v) borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board, to obtain any such loan;

(w) take such actions and expend the Association funds and Assessments as the Board deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Units a part of the Condominium;

(x) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board, and (ii) for Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and

(y) do all things and take all actions permitted to be taken by the Association by law, not prohibited or otherwise limited by the provisions of the Condominium Organizational Documents, or not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing not less than a majority of the voting power of Unit Owners; (c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

 the name, business address, and business telephone number of any Person who manages the Unit Owner's Unit as an agent of that Unit Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

(d) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(e) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board to adopt a budget as provided in the Condominium Organizational Documents shall not constitute a waiver or release of the obligation of a Unit Owner to pay the Assessments and in such event, the budget last adopted shall continue until such time as the Board adopts a new budget;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) subject to applicable law, issue, or to cause an appropriate representative to issue, upon demand by any Person, a certificate setting forth whether or not any Assessment has been paid;

(h) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(i) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(j) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Unit Owners written notice of the proposed Assessment that includes:

(i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;

the amount of the proposed Special Individual Unit Assessment;

(iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

(iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, personally to an Occupant of that Unit Owner's Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may

provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

#### **ARTICLE V**

#### **OFFICERS**

<u>Section 1.</u> <u>Enumeration of Officers</u>. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.

Section 2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

<u>Section 4</u>. <u>Resignation and Removal</u>. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 5.</u> <u>Duties</u>. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) <u>President</u>. The president shall preside at all meetings of the Board and of Unit Owners, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) <u>Secretary</u>. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) <u>Treasurer</u>. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

#### **ARTICLE VI**

#### COMMITTEES

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

#### **ARTICLE VII**

#### **BOOKS AND RECORDS**

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles of Incorporation and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

#### **ARTICLE VIII**

#### **AUDITS**

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

 to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners;

(b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

(c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes a written request therefor, within one hundred twenty (120) days of the Association's fiscal year end.

#### **ARTICLE IX**

#### **FISCAL YEAR**

Unless otherwise changed by the Board, each fiscal year of the Association shall begin on the first day of January and terminate at the end of the 31<sup>st</sup> day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31<sup>st</sup> day of December.

#### **ARTICLE X**

#### **INDEMNIFICATION**

Section 1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with

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respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.

<u>Section 2.</u> <u>Derivative Actions</u>. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney fees) actually and reasonably incurred by that individual in connection with the defense or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual's duty to the Association unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

<u>Section 3.</u> Other Determinations of Rights. Unless ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in Sections 1 and 2 of this Article, or (b) by the members by majority vote.

Section 4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under Sections 1 and 2 of this Article who may be indemnified, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees and volunteers of the Association.

<u>Section 5.</u> <u>Advances of Expenses</u>. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.

Section 6. <u>Nonexclusiveness: Heirs</u>. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

<u>Section 7</u>. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self- insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Article or of the Ohio nonprofit corporation law.

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#### ARTICLE XI

#### AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Delaware County Recorder's office.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the  $3^{n}$  day of <u>December</u> 2018.

**EPCON MUIRFIELD, LLC,** an Ohio limited liability company

(1) MU Delionder By \_

Joe D Rhoades, Regional President of Epcon Muirfield, LLC

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## Monument Engineering Group Associates, Inc.



Developing Lifelong Relationships monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ) (517) 223-3512



Date: June 30, 2022

Troy Langer Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353 RECEIVED

HARTLAND TOWNSHIP

# RE: Review Response to The Courtyard at Hartland – Senior Community Preliminary Site Plan Drawing

Monument Engineering Group Associates, Inc (MEGA) is in receipt of the June 23, 2022, Hartland Deerfield Fire Authority (Review Letter) for the above referenced project. We offer the following responses: the numbers below correspond to the Review Letter:

- 1. Maintenance agreement and easement will be provided after final engineering approval.
- 2. During the April 21, 2022, at that time the proposed used a 5 feet side setback (10 feet between exterior walls). The Fire Authority expressed a concern over the closeness of the buildings and recommended fire suppression sprinklers systems in each dwelling.
  - In lieu of fire suppression sprinklers the Fire Authority expressed a willingness to accept 15 feet between exterior walls and fiber cement siding on the exterior walls of each dwelling to mitigate the risk of fire spreading from dwelling to dwelling.
  - The current proposed layout shows 7.5 feet side setback (15 feet between exterior walls), and the architecture has been amended to indicate fiber cement siding. Through the Planned Development process the Hartland Township Planning Commission has expressed willingness to accept 15 feet between exterior walls and that this is in line with other communities.
- 3. The architecture has been amended to indicate the use of fiber cement siding. The final product has not been determined at this time. Specification of the final product will be provided with the final engineering drawings.

Sincerely, Monument Engineering Group Associates, Inc.

Allan W Pruss, PE, PS President

David M. Davis Project Enginee

Fowlerville
 Battle Creek
 Portage

# Monument Engineering Group Associates, Inc.



Developing Lifelong Relationships monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ) (517) 223-3512



Date: June 30, 2022

Troy Langer Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

### RE: Review Response to Spalding DeDecker Hartland Senior Community – PD Site Plan Review SDA Review No. HL22-122

Monument Engineering Group Associates, Inc (MEGA) is in receipt of the June 8, 2022, Spalding DeDecker Hartland Senior Community PD Site Plan Review SDA Review No- HL22-122 letter (Review Letter) for the above referenced project. We offer the following responses: the numbers and sections below correspond to the Review Letter:

- A. General
  - All relevant easements are shown on C-1.1.
  - The Declaration and By Laws provided were meant to serve as an example. Site specific Declaration and By Laws will be provided after final engineering approval.
  - Standard Details sheets will be included.
- B. Water Main
  - Easement will be provided.
  - Easement will be provided.
    - a. Due to the required 66' width for the private road easement the sidewalk was deliberately shifted 5' from the ROW line to provide 20' between the garage door and the sidewalk for additional passenger vehicle parking. The Township Planning Commission is aware of this and has not expressed concern. Additionally, the Township desires street trees located between the sidewalk and the back of curb which also impacted the proposed water main location.
  - Hydrant Lead for HYD-1 diameter and length are called out.
    - a. 12" main will be used to a 12" to 8" reducer no closer than 25' from the hydrant.
    - b. A tee connection is now shown.
  - Valve now shown.
  - The plans have been provided to the Fire Marshall for review.
- C. Storm Drainage/Grading

Outlet control structure will be designed prior to final review.

- 1. Acknowledged. The parking lot for Hartland Ice House the west has curb and gutter. Any offsite drainage will be accounted for. Rear yard drainage will be designed.
- 2. Acknowledged.

A structure will capture the drainage from the detention pond outlet to the south and convey it to North Ore Creek.

1. Storm sewer has been added conveying the drainage from the existing detention basin outlet under the proposed road with an outlet to the east to North Ore Creek.

# Review Response to Spalding DeDecker Hartland Senior Community – PD Site Plan Review SDA Review No. HL22-122

- D. Paving/Roadway
  - Existing easement for cul-de-sac style turnaround will be vacated and replaced with private road easement as illustrated on C-1.1.
  - Due to the required 66' width for the private road easement the sidewalk was deliberately shifted 5' from the ROW line to provide 20' between the garage door and the sidewalk for additional passenger vehicle parking. The Township Planning Commission is aware of this and has not expressed concern. Additionally, the Township desires street trees located between the sidewalk and the back of curb which also impacted the proposed water main location. Relocating the water main would place it under the desired street trees which is possible but not ideal.
  - The franchise utility easements are shown on C-1.1. We would like to explore the possibility of locating the franchise utility easement in the rear yards.
  - Secondary access gate has been provided.
    - a. The gate is now shown on the plans.
- E. Sanitary Sewer
  - The sanitary sewer system design will follow the current Livingston County Drain Commissioner's (LCDC) standards. LCDC sanitary sewer standard details will be included in the final engineering plans.

## Permits Required

Hartland Township:

- 1. Standard Easements sketches and supporting documents will be provided after final engineering approval.
- 2. Acknowledged.
- 3. Storm Water Agreement will be provided with final engineering drawings.
- 4. Acknowledged.

Livingston County:

- 1. Final engineering drawings will be provided to LCDC for approval.
- 2. SESC Permit will be acquired before construction.
- EGLE
  - 1. Water main permit will be obtained using final engineering drawings.
  - 2. Sanitary sewer permit will be obtained using final engineering drawings.
  - 3. NPDES Notice of Coverage will be obtained using the final engineering drawings.
  - 4. MEGA will confirm the necessity of this permit with EGLE. If deemed necessary, the permit will be obtained using final engineering drawings.
  - 5. MEGA will confirm the necessity of this permit with EGLE. If deemed necessary, the permit will be obtained using final engineering drawings.
  - 6. MEGA will confirm the necessity of this permit with EGLE. If deemed necessary, the permit will be obtained using final engineering drawings.

Sincerely, Monument Engineering Group Associates, Inc.

Allan W Pruss, PE, PS President

David M. Davis Project Engineer

# Monument Engineering Group Associates, Inc.



Developing Lifelong Relationships monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ) (517) 223-3512



Date: June 30, 2022

Troy Langer Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

# RE: Review Response to The Courtyard at Hartland – Senior Community Preliminary Site Plan Drawing

Monument Engineering Group Associates, Inc (MEGA) is in receipt of the June 23, 2022, Hartland Deerfield Fire Authority (Review Letter) for the above referenced project. We offer the following responses: the numbers below correspond to the Review Letter:

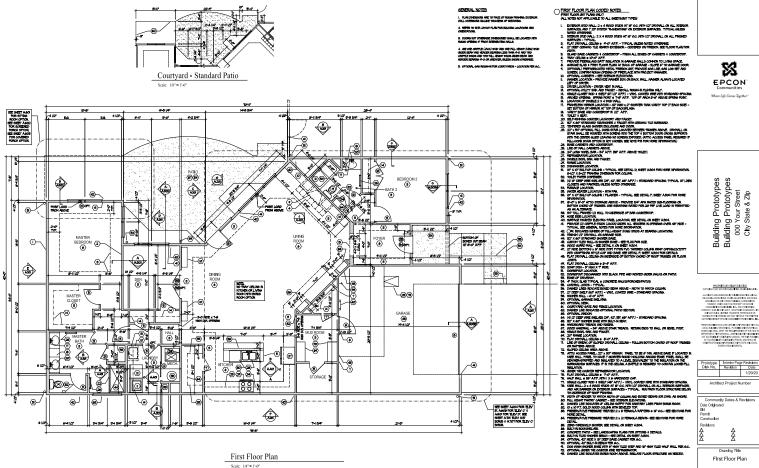
- 1. Maintenance agreement and easement will be provided after final engineering approval.
- 2. During the April 21, 2022, at that time the proposed used a 5 feet side setback (10 feet between exterior walls). The Fire Authority expressed a concern over the closeness of the buildings and recommended fire suppression sprinklers systems in each dwelling.
  - In lieu of fire suppression sprinklers the Fire Authority expressed a willingness to accept 15 feet between exterior walls and fiber cement siding on the exterior walls of each dwelling to mitigate the risk of fire spreading from dwelling to dwelling.
  - The current proposed layout shows 7.5 feet side setback (15 feet between exterior walls), and the architecture has been amended to indicate fiber cement siding. Through the Planned Development process the Hartland Township Planning Commission has expressed willingness to accept 15 feet between exterior walls and that this is in line with other communities.
- 3. The architecture has been amended to indicate the use of fiber cement siding. The final product has not been determined at this time. Specification of the final product will be provided with the final engineering drawings.

Sincerely, Monument Engineering Group Associates, Inc.

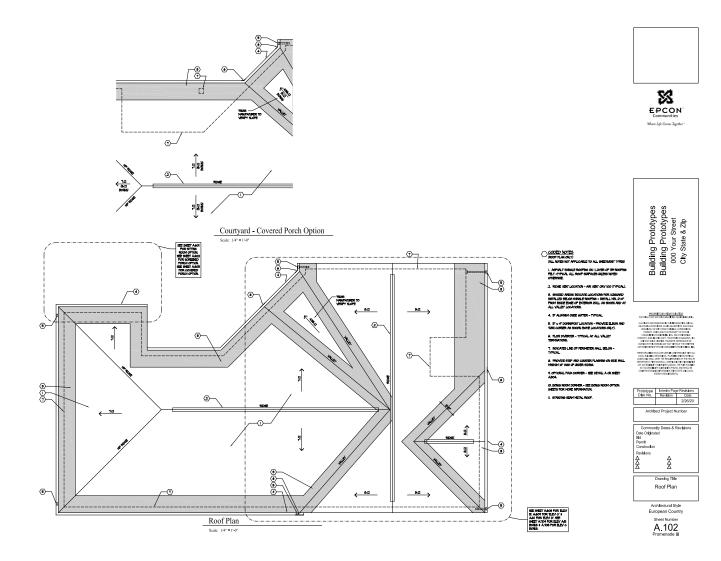
Allan W Pruss, PE, PS President

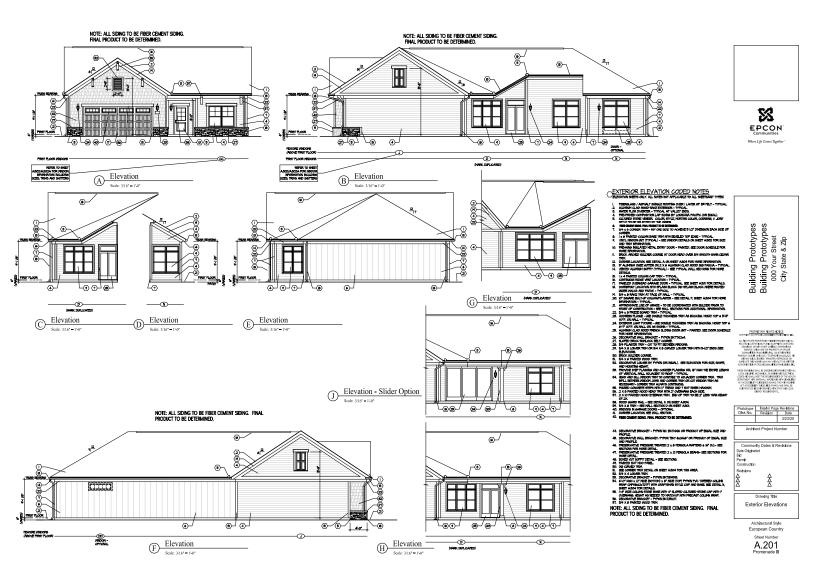
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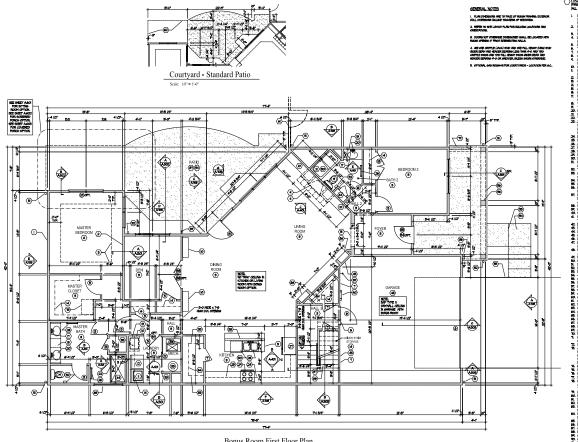
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 Portage



Architectural Style European Country Sheet Number A.101 Promenade







Bonus Room First Floor Plan Scale: 144 - 1407 SEE SHEET ATOB FOR FRAMING PLAN

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Community Dates & Revisions Date Originated Bid Permit Construction

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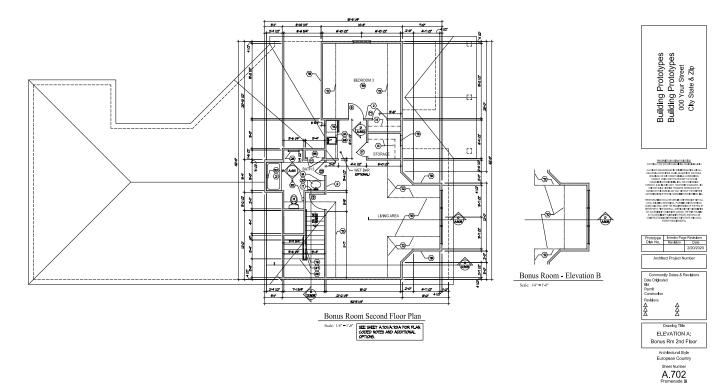
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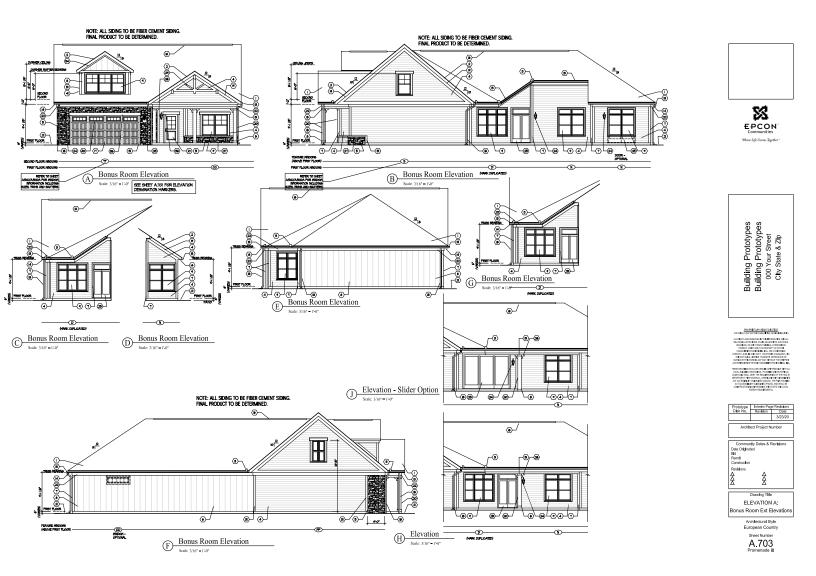
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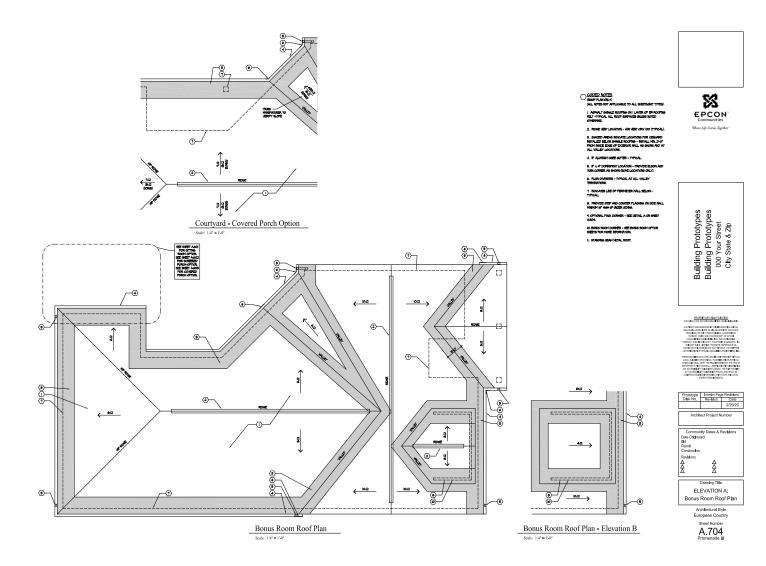
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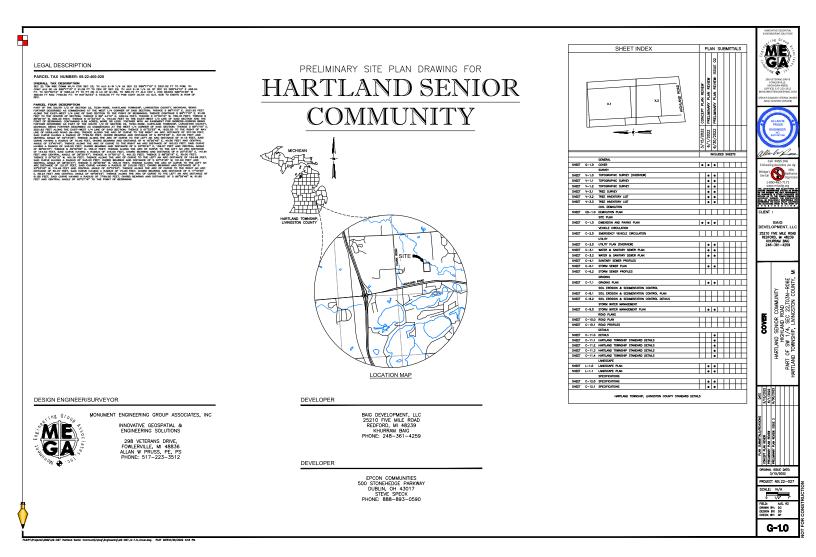
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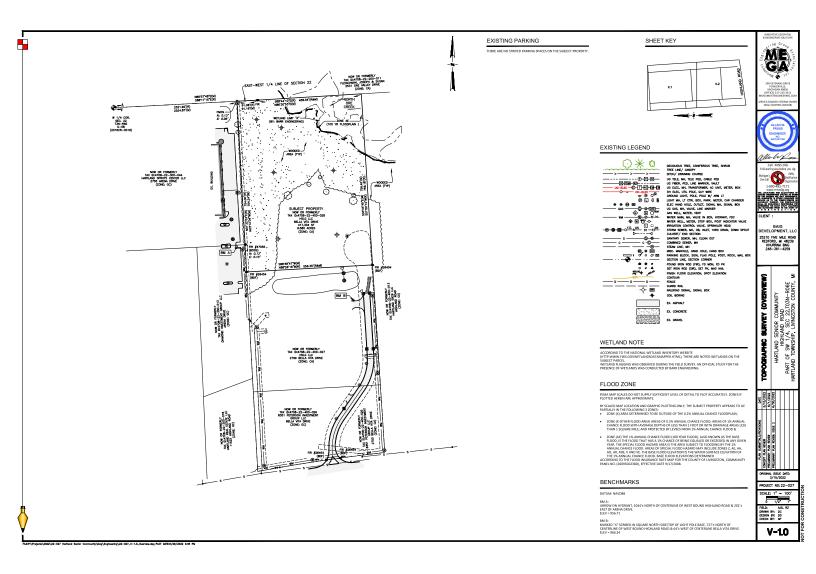


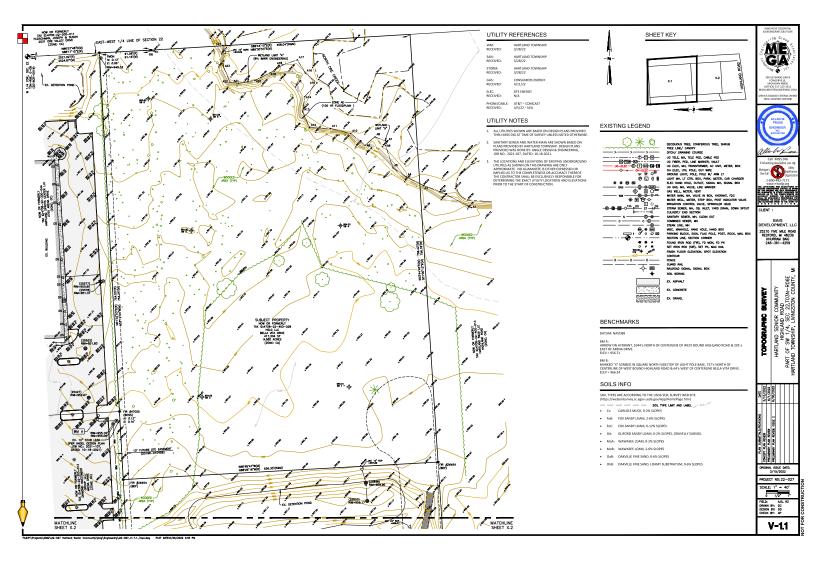


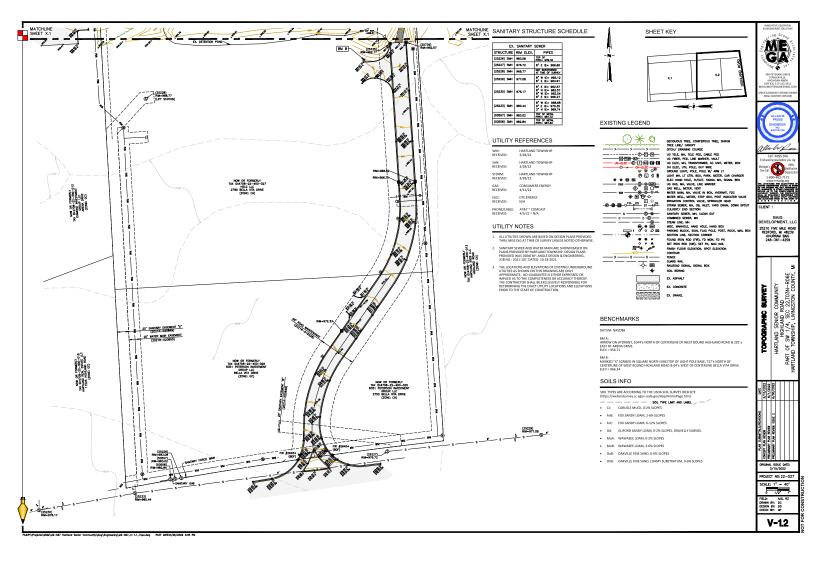


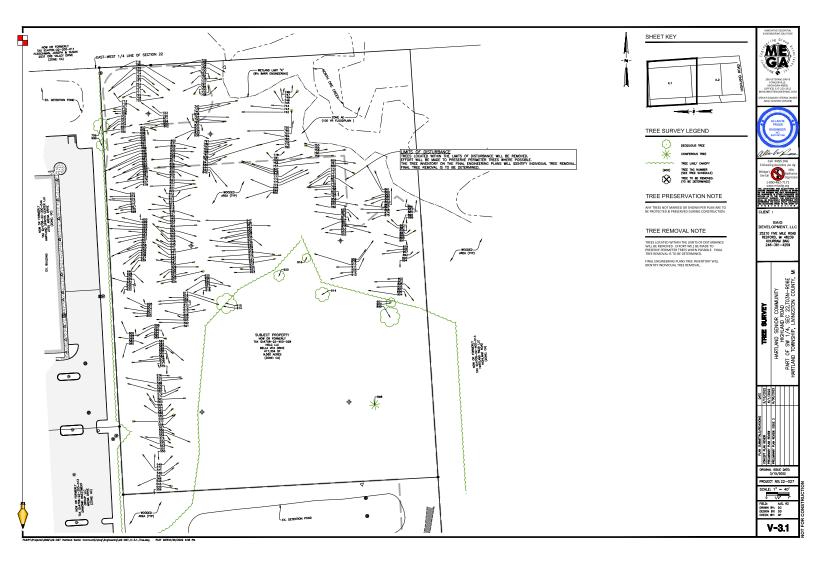








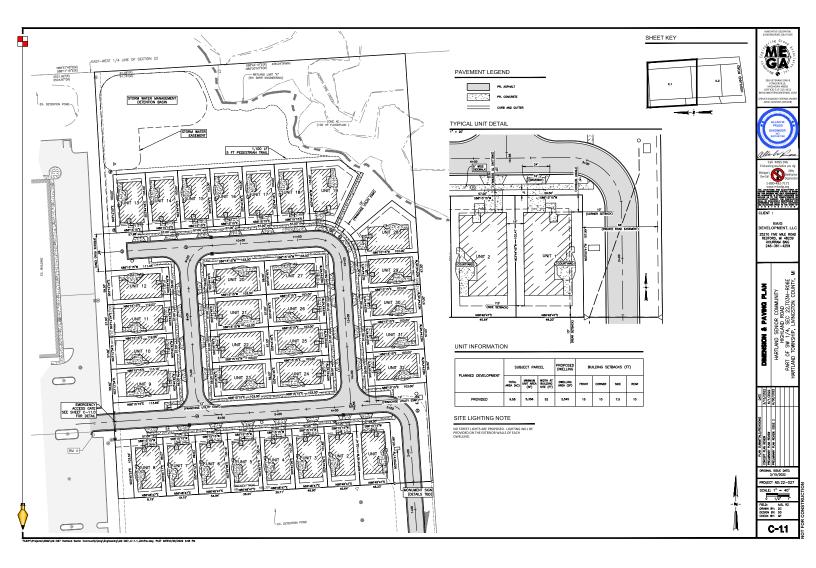


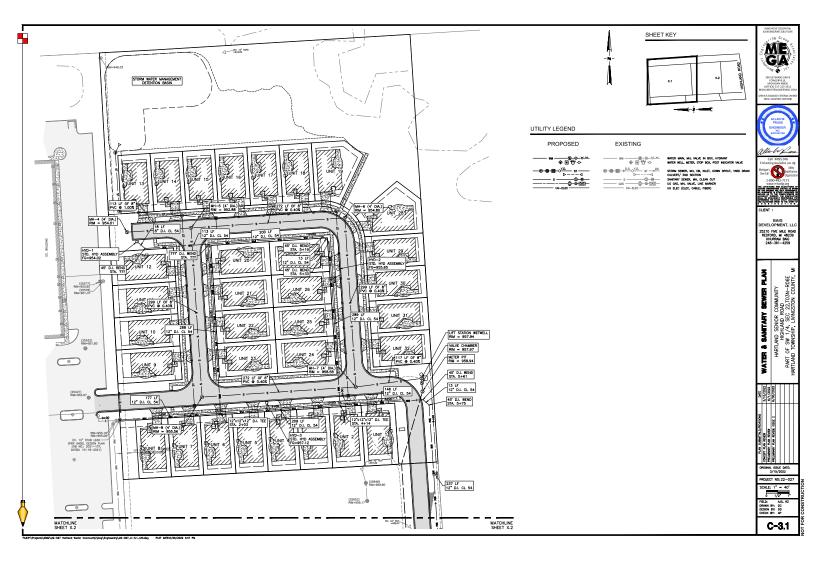


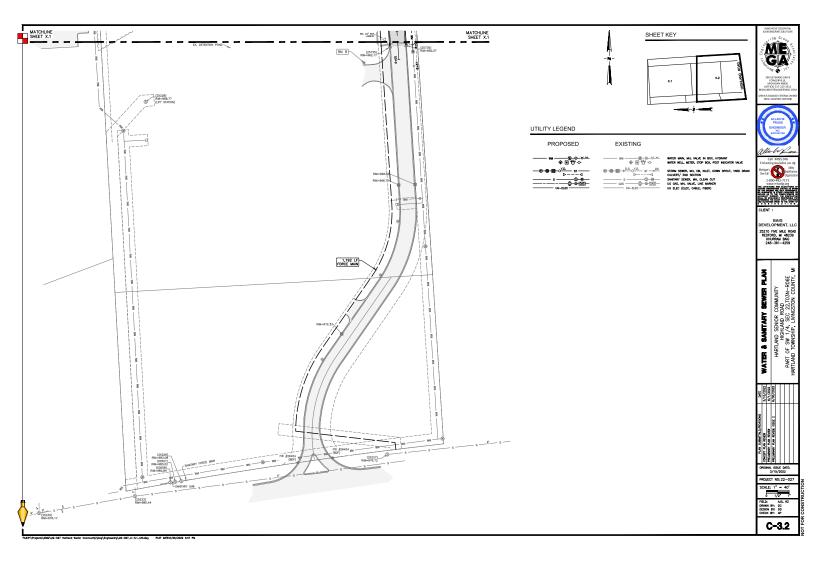
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614	CEDAR	11.6 G 14.6 G 11.6 G 11.6 G 8.9 G		698	BLACK CHERRY	12.1 G 13.6 G 9.9 F 14.8 G 9.2 G		781 782	RED OAK	17.4 G 11.0 G 17.7 G		865 866	RED OAK	11.3 G 12.0 G			
615 616 617	BLACK CHERRY	18.5 G 14 F	Multi	699 700	RED MAPLE BLACK CHERRY RED MAPLE	9.9 F 14.8 G		783 784 785	BLACK CHERRY RED DAK RED DAK	17.7 G 10.0 G		867 868 869	RED OAK RED OAK RED OAK	8.2 G		VERV	26.2
618	BLACK CHERRY BLACK CHERRY	18.5 G 14.5 G 14. F 11.9 F 10.7 F 12.3 F 17.2 G		700 701 702	RED OAK	9.2 G 15.3 G		785	RED OAK	10.0 G 13.4 G 13 G	Twin	870	RED OAK	8.6 G 9.7 G 10.5 G		S/REV	88
619 620	RED OAK RED OAK	12.3 F		703 704	BLACK CHERRY RED MAPLE	15.3 G 8.1 P 14.0 G		785 787 788	RED OAK RED OAK	10.9 G 11.2 G		871 872	RED OAK RED OAK	85 G 81 G			NON NON
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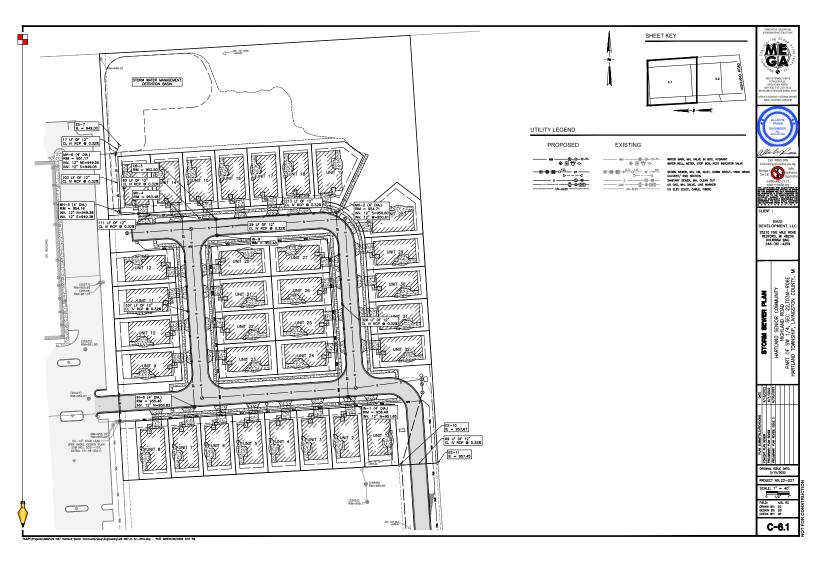
Name:	Monument Engineering 218 Vaterero Driv (977) 223 www.rosznawa Tree Sur 22-027 HARTLAND SENIOR COMM	TVEY Date:	2/32/1022		
No. 3 4 5 6 7	Common Name RED OAK RED OAK RED OAK RED OAK BLACK CHURRY	D.B.H. Condition 10.3 G 10.2 G 15.0 G 16.6 G	Notes		
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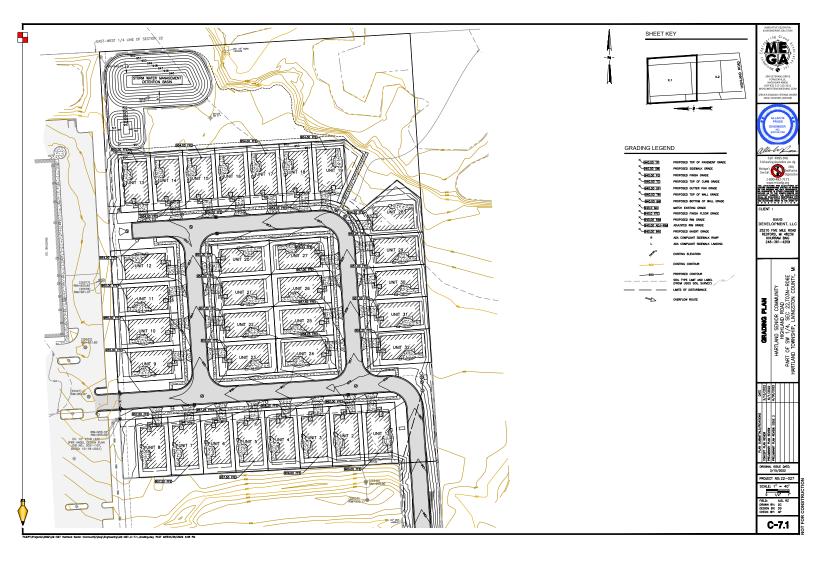


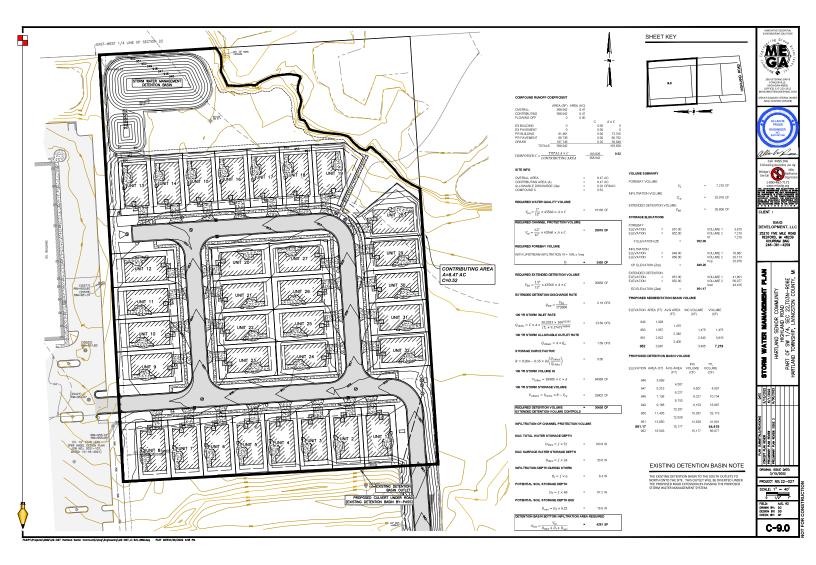


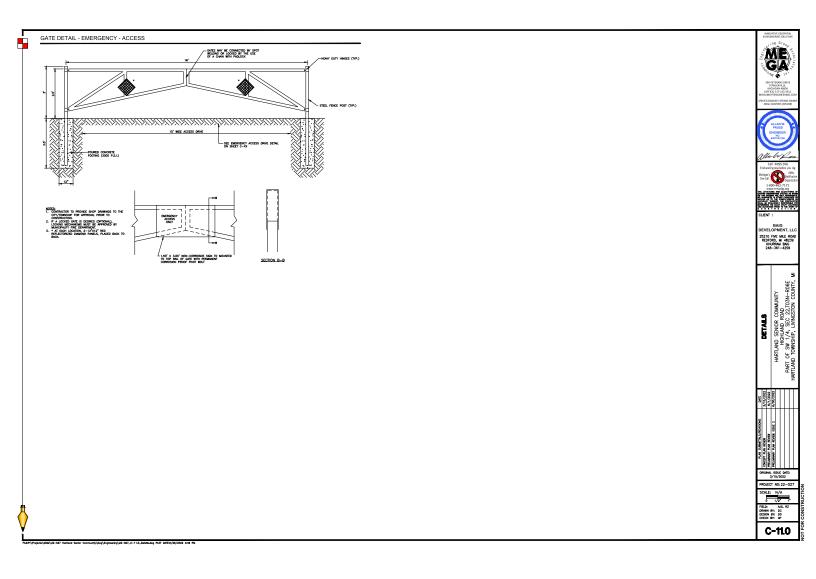


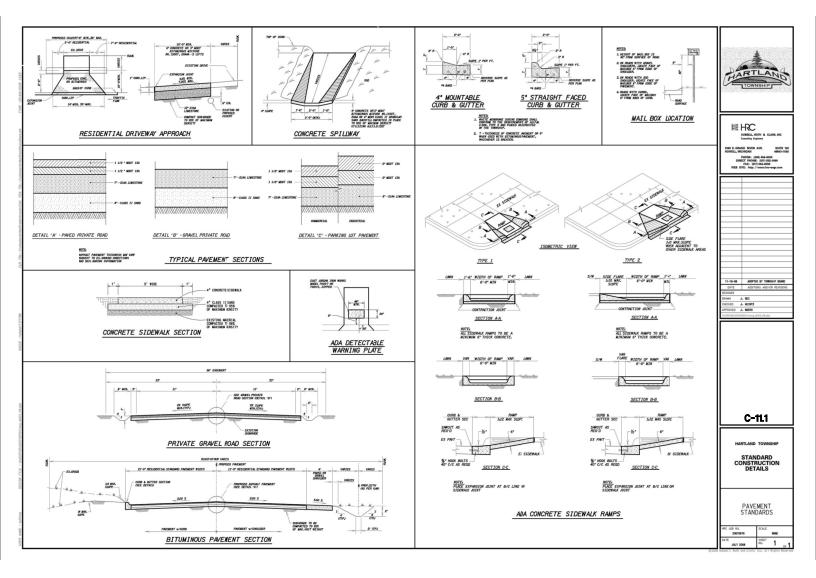


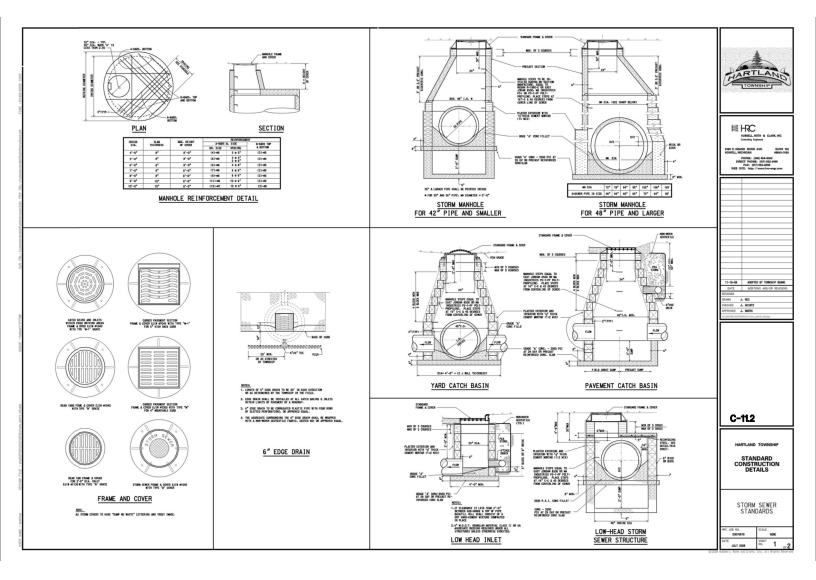


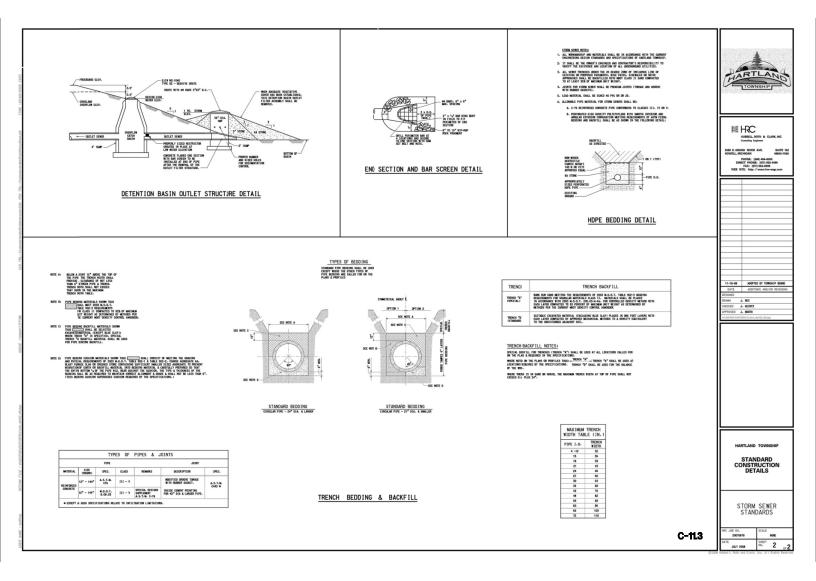


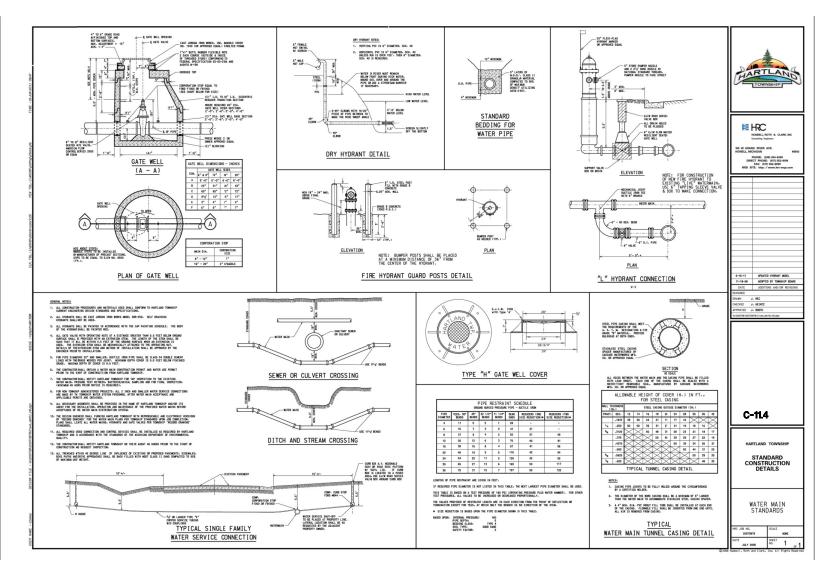












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- ALL EROSION AND SEDMENT CONTROL WORK SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF THE JURISDICTIONAL AGENCY UNDER PART 91 OF ACT 451 OF 1944 AS AUXIMUM CONFORMATION AGENCY UNDER PART 91 OF ACT 451 OF THE REPORT OF THE ADDRESS OF THE ADD DALLY INSPECTIONS SHALL BE MADE BY CONTRACTED WHILE MORENO TO CETEMBRE THE FETUTIONISTICS OF ADD SECOND TO SECOND TO THE MACAINES WIT NOTE THE FETUDIONISTICS OF ADD SECOND TO THE THE TOT TO SECOND ENCODE OF THE FETUDIONISTICS SHALL BE PROVERLY MAINTAINED DURING CONSTRUCTION CONTROL FROM SOME SHALL BE PROVERLY MAINTAINED DURING CONSTRUCTION

EROSION CONTROL STANDARDS

GENERAL NOTES

ALL CONSTRUCTION AND MATTRIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL BUNCPALITY, THE LOCAL MATTR AND/OR SIZERA AIM/HORT, THE COUNT DAYA, THE COUNT DAYA COMPASSIVER, MICHARIN EDWATHENT OF TRANSPORTION, MICHARIN COMPARISON OF DAVIDABLE (CASIL LIVES AND DEDRIFT, THE STATE OF DAVID COMPARISON OF DAVID DAVID AND DAVID AND DAVID COMPARISON OF DAVID DAVID AND DAVID AND DAVID AND DAVID STATUDATION OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID AND DAVID AND DAVID AND DAVID COMPARISON OF DAVID AND DAVID

RULES, REQULATIONS OR LAWS OF ANY CONTROLLING GOVERNMENTAL AGENCY SHALL GOVERN, MHEN THEY ARE NORE STRINGENT THAN THE REQUIREMENTS OF THESE SECURITIES ATTINGS.

SHOULD THE CONTRACTOR ENCOUNTER A CONFLICT INTERED THESE FLANS AND SPECIFICATIONS, ETHER MARKIN THESELINES OF WITH THE PERSEMENTS OF WIT AND LIL REVENUE ON PERSENT ADJECTS CONTRACTOR SHALL SHOULD BE OMNITACTION. FAILURE TO DO SO SHALL BE AT SOLE EXPENSE TO THE OMNITACTION.

THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE TIME OF WORK WHEN IS BED, IN ACCORDANCE WITH THE FLANS, SPECIFICATIONS, DETAILS AND TO THE SATERACTION OF THE OWNER AND

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUERD TO ASSURE SOLE AND COMPLETE RESPONSELLY FOR A DE STE CONTROLS DURING THE CONTRACT OF CONSTRUCTION OF THE PROJECT, INCLUDIES SAFETY OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF EACH OF ALL PERSONS AND THE DURING THE TO TOTORNAL MERSINAL OF ALL PERSONS AND THE DURING THE TOTORNAL DURING THE DURING THE

PROPERTY THAT THIS RECOMPOSITY SUITE OF USE IN ANY CONTRACTOR AND DAD NOT BE UNKED TO DOING MERINAL REPRIAL DECE, TO ANY CONTRACTS, ADREST TO DEFAD, INCOMINY AND HOLD DESCH FROMESSIONA, INAMALESS FOOM ANY AND ALL LUNGLINY, AND HOLD DESCH FROMESSIONA, INAMALESS DECEMBERSTOR OF THE DESCH FROMESSION, IN CONCENTION BITH THE PROFOMANCE OF THE DESCH PROFESSIONAL.

ANY WORK WITHIN STREET OR INDHRAY ROUT-OF-WAYS SHALL BE DONE N ACCORDANCE WITH THE REQUERINGS OF THE GOVERNMENTAL ACENCIES HAVE JURISOLITION AND SHALL NOT BEDN UNTL PERMITS HAVE BEDN ISSUED BY THESE GOVERNME AUTHORITIES.

ALL NECESSARY PERMITS, BONDS, INSURANCES, ETC., SHALL BE PAD FOR BY TH

ALL ELEVATIONS SHOWN ARE BASED ON BENCHMARKS PROVIDED BY THE LOCAL MUNICIPALITY UNLESS OTHERWISE NOTED ON THE DRAWINGS.

ALL ITEMS OF WORK NOT SPECIFICALLY NOIGHTED AS PAY ITEMS ON THE SPANNINGS OR IN THE BED PACKAGE SHALL BE CONSIDERED INCIDENTAL ITEMS. THE CONTINUETOR SHALL BE RESPONSIBLE FOR SUST CONTINUE DURING THE PERIODS OF CONSTITUTION.

AT LEAST THREE (3) MORKING DAYS PRICE TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT MISS DID (1-800-482-7171) TO VERY'T THE LOCATION OF ANY EXSTING UNDERGROUND UTILITIES AND SHALL NOTRY REPRESENTATIVES OF OTHER UTLITIES IN THE VICINITY OF THE WORK.

ALL PROPERTIES OR FACULTIES IN THE SUMPOUNDING AREAS, PUBLIC OR PRIVATE, DESINGTED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESIGNED TO THE ORIGINAL CONDITION BY THE CONTRACTOR, AT NO ADDITION, COST TO THE ORIGIN.

MANHOLE, CATCH BASIN, GATE WELL RIMS AND HYDRANT FINISH GRADE ELEVATIONS MUST BE AS-BULL AND APPROXED BY THE DNEMEER BEFORE THE CONTINUEDRY MORY B, CONSIDERED COMPLETE. ACDICY RECORD DIVERSIONS FOR RECORD DIVERSION

CONTRACTOR SHALL REMOVE AND DISPOSE OF OFF-SITE ANY TREES, BRUSH, STUMPS, TRASH OR OTHER UNMANTED DEBRIS, AT THE OWNER'S DIRECTON, INCLUEND OLD BULENDS FOUNDATIONS AND FLOORS. THE BURINES OF BURINES OF TRASH, STUMPS OR OTHER DEBRIS WILL NOT BE ALLOWED.

ALL CONTRACTORS BECOME THIS PROJECT SHALL HAVE VISITED THE SITE TO BECOME THOROGORY FAMILIAR WITH THE SITE AND THE CONDITIONS IN WHICH THEY WILL BE CONDUCTING THEIR OFFRATIONS, ANY WARKING FORMED THE FLANS AND DESTING CONTINUES SHALL BE REPORTED IMMEDIATELY TO THE

ALL DECAVATED MATERIAL RENOVED FROM THE SANTARY SENER. STORM SENER AND WATER MAIN TRENDERS UNCOR, THROUGH AND WITHIN 3 TEET OF THE 45 DEM OF INFLUENCE LINE OF DESITING OF REPORTSOL PAYING, SECHARLA AREA. AND FOR PLANES, NOT SUITORE FOR BACKFILL, SHALL BE RENOVED FROM THESE MEASS AND DEPOSED OF

THE CONTRACTOR SHALL RESTORE TO THER PRESENT CONSTRUCTS ANY PAYOR OR PUBLIC BIORTES-OF-BAY THAT IS DISTURBED BY THE OPERATIONS OF THE CONTRACTOR. ALL RESTORATION WORK IN VIBLIC ROPTS-OF-BAY SHALL BE RESOLVED. THE SATISATION OF THE CONTRACTOR DEVELOPMENT ADDRESS HAVING

THE CONTRACTOR SHALL PROVIDE ALL INCESSARY BARRICADES, SIGNAGE AND LIGHTS TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC, IN ACCORDANCE WITH LOCAL REQUIREMENTS AND THE WARKAN, OF UNFORM TRAFFIC CONTROL.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANTARY FACILITIES AND ELECTRICITY.

AUTORIZED OTHERWISE UT THE REPORTED READING UTILITIES IN THE PROJECT HE CONTRACTOR SHALL NOTE CONTROL INSERTION UTILITIES IN THE PROJECT LINE THEORY MADDATION THE UTILITIES IN THE SALE SHOLL FORM TO BE SET OF UNDER AN ADDATIONAL SHALL SHALL BE FORM TO BE SET OF UNDER AN ADDATIONAL SHALL SHALL BE DE DESED AND PARAMETER OF SHALL SHALL SHALL BE ADDATES PARAMETER OF RAVENUES AND STATES OF THE SALE SHALL BE ADDATES PARAMETER OF RAVENUES AND STATES OF THE SALE SHALL BE ADDATES PARAMETER OF RAVENUES AND STATES OF THE SALE SHALL BE ADDATES PARAMETER OF THE DETERMENTS

24. CONTRACTOR SHALL PROVIDE FOR THE CONTINUOUS OPERATION OF EXISTING FACULTES WITHOUT INTERNIPTION DURING CONSTRUCTION UNLESS SPECIFICALLY AUTHORIZED OTHERINGE BY THE RESPECTIVE AUTHORITY.

ALL REFERENCES TO M.O.O.T. SPECIFICATIONS REFER TO THE MOST CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

CONTRACTOR SHALL APPLY TEXPORARY EROSION AND SEDMENTATION CONTROL MEASURES WHEN REQUIRED AND AS DESCRED ON THESE PLANS. CONTRACTOR SHALL REMOVE TEXPORARY MEASURES AS SOON AS PERMANENT STANLIZATION SLOPES, DETORS, AND OTHER DATE CONTROL AREA INVEST EXTRACTORY FITT

- EROSION AND ANY SEEMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOHED TO COLLECT ON ANY OFF-SITE AREAS OR IN WAITERNAYS, WAITERNAYS INCLUDE BOTH NATURAL AND MAN-MACE OPEN DETURIES STORM DEALEN LARSE AND POINTS AND MAN-MACE OPEN
- MORTAR FOR PLASTERING SHALL CONSIST OF 1 PART PORTLAND CEMER AND 2-1/2 WARTS SAND. L MORTAR FOR OROUTING OF HER-RAP SHALL CONSIST OF 1 PART FORTLAND COMMIT AND 2-1/2 PARTS SAND. FORM ALL EXCAVATING AND TRENCHING TO DIMENSIONS AND ELEVATIONS

15. PORFORM ALL EXCAVATING AND TR INDICATED ON DRAWINGS.

- . MORTAR FOR LAYING BRICK OR CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C-270, TYPE M, AVERAGE COMPRESSIVE STRENGTH 2500 PSI MINIMUM AT 28 DAYS. MORTAR MX SHALL BE PROPORTIONED BY VOLUME.
- NORTAR SHALL BE SPECIFIED HERENAFTER. USE METHOD OF MODIO MORTAR A JOB SO THAT SPECIFIED PROPERTIONS OF MORTAR MATERIALS CAN BE CONTROLLED AND ACCURATELY MANTANDE DURING KORK FROMESE. MORTAR SHALL NOT BE MODE OF NOESTITU CHANTITES THAN RECOMED FOR MARCATE USE, WITH AMOUNT OF WORK CONSENTING THAN SATISATIONS WORKARITY.
- CONDETE, HE LECEN DALE AND THE WEARER, SHALL BE AR-ENTRANED. AR ENTRANSMIT SHALL BE ACCOMPLICED BY THE USE OF ADEITING CONFORMING TO ASTIL C-DAS ARE CONTENT SHALL BE ARE IN A ADEITING SHALL BE USED STRICTLY IN ACCORDANCE WITH MANUFACTURER'S PRINTED DISCUMPTION READY-MIX CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-94.
- CONCRETE, UNLESS OTHERWISE NOTED, SHALL HAVE COMPRESSIVE STRENGTH AFTER 28 DAYS OF 3000 PS MINIMUM WITH 3" MAXMUM SLUMP.
- E. WATER SHALL MEET THE REQUIREMENTS OF MOOT SPEC 5 F. REINFORCING STELL FOR CONCRETE SHALL BE INTERMEDIA BILLET STEEL CONFORMING TO ASTM A-415, GRADE 40.
- ". LY WITH ASTM C-207, TYPE S.
- CONCRETE AND MASONRY MATERIALS FOR CONSTRUCTION OF STORM DRAINAGE STRUCTURES SHALL CONSIST OF THE FOLLOWING RUCTURES SHALL CONSIST OF THE FOLLOWING: A. PORTLAND COMENT SHALL BE STANDARD BRAND OF FORTLAND COMENT CONFORMING TO ASTM C-150, TYPE I OR IA. FINE AND COARSE AGGREGATES FOR CONCRETE SHALL BE PER ASTM C-33 Aggregate for Cendrt Nortan Shall be clean, Sharp Sand Composition of Astm C-144.
- INCOMPANY AND A DECOMPANY AND A THE A-4R, CLASS 30. BEAMING SUBFACE BETHEIN CAST INON PRAVES, COVIES AND GRAFES SHALL BE MADNED, HTTED TOSCHER AND MATCHED-MARKED TO PREVENT ROCKING, SYSTEME DONTYING LETTERS 2" HOH SHALL BE STAMED OR CAST INTO ALL COVERS 50 THAT THEY ARE PLANY VIRIEL, SEE MARKED OR CAST INTO ALL COVERS 50 THAT THEY ARE PLANY VIRIEL, SEE MARKED OR CAST INTO ALL COVERS 50 THAT THEY ARE PLANY VIRIEL, SEE MARKED OR CAST INTO ALL COVERS 50 THAT THEY CASTINGS SHALL BE MANUFACTURED BY EAST JORDAN RON WORKS, INC., NEED FOUNDRY COMPANY OR EQUAL
- C. CONCRETE MASONRY SHALL BE SOLD PRE-CAST SEGMENTAL UNITS
- MANHOLES, CATCH BASINS, AND INLETS SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL BE CONSTRUCTED OF THE SIZE ON COMPANY A. RENFORCED PRE-CAST CONCRETE MANHOLE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC COMES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTN C-478-84T. BRICK SHALL BE SCUND, HARD-BUSNED THROUGHOUT AND OF UNIFORM SZE AND GUALITY AND SHALL BE IN ACCORDANCE WITH AASHTO M 91, GRADE MS.
- RENFORCED CONCRETE PIPE, FOR PIPE 12" IN DIAMETER AND UP, SHALL CONFORM TO ASTM C-78, CLASS IV UNLESS MODPLED BY THE DRAWNOS. JOINTS SHALL BE MODPLED GROOVED TONCHE WITH RUBBER GROVED CONCOUND TO ASTM C-443. C. PERFORATED SUBSURFACE DRAW PIPE SHALL BE PIPE CONFORMING TO ASTM 0-2728 OR PERFORATED, CORPULATED HIGH DENSITY POLITIVIENT PIPE CONFORMING TO ASSAY CONFIS TOR PIPE AND POLICIPATIONS OF ASSAY AND AND AND ADDRESS OF ADD POLICIPATIONS OF ASSAY AND ADDRESS OF ADDRESS OF ADDRESS POLICIPATIONS OF ASSAY AND ADDRESS OF ADDRESS OF ADDRESS POLICIPATIONS OF ASSAY AND ADDRESS OF ADDRESS OF ADDRESS POLICIPATIONS OF ASSAY ADDRESS OF ADDRESS OF ADDRESS OF ADDRESS POLICIPATION OF ASSAY ADDRESS OF ADDRESS OF ADDRESS OF ADDRESS POLICIPATION OF ASSAY ADDRESS OF ADDRESS OF ADDRESS OF ADDRESS POLICIPATION OF ADDRESS OF ADDR
- NOLYMANL CHLOROCE (PVC) AND ACRYLONITRLE BUTADENE STYRENE (ABS) FOR PPE UP TO AND INCLUDING 10<sup>1</sup> IN DAMETER, SMALL CONFORM TO ASTIM 20334, SOR 23.5 FOR VPIC PPIC AND ASTIM 22316 CARGE PPIC WITH ELASTOMETIC GARGET JOINTS CONTORNING TO ASTIM 2232 OR CHEMICALLY MEDIDE IPIC JOINTS CONTORNING TO ASTIM 2232 OR
- STORM SERVER FIFTING AND FITTINGS SHALL SE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL CONFORM TO THE FOLLOWING
- BACKFILL, UNLESS OTHERWISE NOTED, SHALL BE COARSE SAND, FINE GRAVEL OR EARTH HAVING A LOW PLASTICITY INDEX, FREE OF ROCKS, DEBRIS AND OTHER FOREION MATERIALS AND DETHED AS ALL PASSING THROUGH A 3/8" SEVE AND NOT MORE THAN 100 BY VOLUME PASSING THROUGH A 3/8" SEVE.
- PIPE BEDDING, UNLESS OTHERWISE INDICATED, SHALL BE CL. II SAND, CRUSHED STORE OR ROUNDED GRAVEL. BEDDING MATERIAL SHALL HAVE 93% PASSING A VAC SOME AND AT LEAST SOME RETURNED ON A NO A STORE AND PORCUS FILTER MATERIAL FOR PERFORATED SUBSURFACE DRANS SHALL BE CRUSHED ROCK OR ORAVEL GRADED BETWEEN 1-1/2" AND 3/4" OR FER PLANS AND DETALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE STORAGE OF ALL MATERIAL INTENDED FOR THE WORK. HE SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO MATERIALS, EQUIPMENT AND WORK.
- CONTRACTOR SHALL PURIEH CERTIFIED EVIDENCE THAT ALL MATERIAL TESTS AND INSPECTIONS HAVE BEEN PERFORMED AND THAT THE PRODUCT HAS BEEN MANUFACTURED IN COMPLIANCE WITH THE APPLICABLE SPECIFICATIONS. PROPER IMPLEMENTS, TOOLS AND FACILITES SHALL BE PROMOED AND USED FOR UNLOADHO AND DESTRUITING MATERIALS ACING THE UNE OF WORK, ANY PRE OR FITTING DAMAGED IN TRANSFORTATION OR HANDLING SHALL BE REJECTED AND IMMEDIATELY RELOVED FROM THE JOB SITE.
- STORM SEWER SPECIFICATIONS THESE SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS AND THE SPECIFICATIONS AND DETAIL SHEETS OF THE ODVERNING AGENCIES, IF ANY CONFLICT IS FOUND BETWEEN THE SPECIFICATIONS, THE STRUCTUR SPECIFICATIONS SHALL BE FOLLOWED.
- AFTER AFTER ACTIVITY CEASES, DENIED WITHIN 5 URES SHALL GE 3 ARE FUANCE
- ALL WATER FROM DEWATERING OR SURFACE DRAINAGE FROM THE CONSTRUCTION STIE SHALL BE CONTROLLED TO ELIMINATE SEDMENT CONTAMINATION OF OFF-STIE WATERIANYS OR STORM SEMENTS, SUCH MEASURES SHALL BE APPROVED BY THE EVENTORY DATE TO ANY OTHER THAN THE APPROVED BY THE
- SOL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDMENT CONTROL PRACTICES WILL BE APPLIED AS A PERMITER DEFENSE AGAINST ANY TRANSPORTING OF SLT OFF THE DUST SHALL BE CONTROLLED BY WATERING OR BY OTHER APPROVED MEANS THROUGHOUT ALL CONSTRUCTION OPERATIONS.
- EROSION CONTROL STANDARDS CONTINUED STAGING THE WORK WILL BE DONE BY THE CONTRACTOR AS DRECTED IN THESE FLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED

- REFORE RADIFLING AROUND DRAMAGE STRUCTURES, ALL FORMS, TRASH AND DEDING SHALL BE REDAYED AND CLEMED ARAY. SELECTED DICANETED MATERIAL SHALL BE PLACED STANETISCILLY ON ALL SEES IN 8° MAXIMU LAYERS, EACH LAYER SHALL BE MOISTENED AND COMPACTED WITH MECHANICA OR HAND TAMEPER. AFTER INSTALLATION OF IMPES AND DRAINAGE STRUCTURES, CLEAN THEM, AND AGAINST TOPS TO PANEN GAADE. MAE SHALL BE STRUCHT BETTREDN STRUCTURES, WITH THE FALL INSIDE DAMETER VISIBLE WHEN SIGHTING BETWEEN STRUCTURES. WITH BRUGHT, BEALT DO ALL RECURED EXCAVATION AND TRENCHING WORK THE CONTINUENT OF THE WORK HERBIN RECORDERS OF THE MARKET OF MATERIAL COMPLETION OF THE WORK HERBIN RECORDERS OF THE MARKET OF MATERIAL RECORTINUES UNDER THE COMPLEX OF THE WORK IN LINE OF SE UMBLE FOR ANY COSTS WANTERCHAR ASSOCIATES WITH BUT AND LINE TO TO OFFICIENT OFFICIENT OF MARKET AND DESCRIPTION OF THE SECOND DIRED DEFICIENT OF MARKET AND DESCRIPTION OFFICIENT OF THE DIRED DEFICIENT OF MARKET AND DESCRIPTION OFFICIENT OFFICIENT ALL CONNECTIONS TO EXISTING SEMERS SHALL RE PER MUNICIPAL REGIREM AND ALL COSTS INCLUDING TESTING AND/CR VIDEO OF SEMERS SHALL BF INCEDERTAL TO THE JOB. WATER MAIN SPECIFICATIONS JOINTS FOR DUCTLE HON WATER MAIN SHALL BE U.S. FIFE AND FOUNDRY COMPANY "TYTON JOINT" OR AFPROVED EQUIAL ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF FIVE FEET, O AS SPECIFICD BY THE LOCAL COVERING MUNICIPALITY, BELOW THISH ORACE ULLESS OFFENDING MOTED IN THE PLANS. WHEN MALER MAINS MOST OF TO PASS MODER A STORM SERVER OF SMATLAY SCHER, THE SECTIONS WHICH ARE DEFINE THIN HOMMA, SHALL BE KEPT TO A MINIMUM LINGHT BY THE USE OF DEFINE THIN HOMMA, SHALL BE KEPT TO A MINIMUM LINGHT BY THE USE OF SEE THE WATER MAIN STANDARD DETAIL SHEETS OF THE GOVERNING AGENCY FOR THE SPECIFIC TYPE OF INTERANTS AND WAVES TO BE USED FOR THIS PROJECT. THESE DETAIL SHEETS ARE INCLUDED AS PART OF THE FLARS. BEFORE ANY WATER MAIN WILL BE ADDEPTED BY THE GOVERNING AGENCY, IT MUST PASS A PRESSURE TEST COMPLYING WITH THE CURRENT SPECIFICATIONS AND PROCEDURES OF THE AGENCY.
- WATER MAIN SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS, THE WATERMAIN SPECIFICATIONS, AND THE DETAIL SHEETS OF THE ODVERNING ADENDES. IF ANY COMPLOT IS FOLLOWED THE SPECIFICATIONS, THE STRUCTURE SPECIFICATIONS SHALL BE FOLLOWED.

BUTCHE ANY WATER MAN SYSTEM WIL BE ACCEPTED BY THE GOADNING ACENCY, THE THE HERMANS MUST BE PANTED AS INDICATED ON THE WATER MAN OF THE PART OF THE AND THE WATER

TWO INCH (2") DIAMETER CORPORATION STOPS SHALL BE PROVIDED IN BOTH THE EXECTING WATER WAIN AND THE NEW WATER MAIN AT ALL NEW CONNECTIONS.

10. PHYSICAL CONNECTIONS SHALL NOT BE MADE RETIRED EXISTING AND NEW WATERMANNS UNTEL TESTING IS SATISFACTORILY COMPLETED.

- SP-RAP SHALL BE LAD FROM THE BOTTOM UPWARD; STONES SHALL BE LAD BY HAND WITH & MINIMUM DEMENSION PERFENDIDULAR TO GRADE WITH WELL-BROKEN JONTS, COMPACTED AS IT GOES, TRUE TO LINE, ALL JOINTS, SHALL BE FILLI-RITH CEMENT MORTAR, SHARAC STORE TO BE EXPECTS. CLIAN ADDITS WITH
- ENDS OF HEADWALL AND END SECTIONS FOR PIPES LARGER THAN & INCHES, SHALL BE FITTED WITH A \$4 ROUND MINIMUM WELDED STEEL ROD GRATING, RODS SHALL BE SPACED & O.C. MARMUN, WELD ROD AT ALL INTERSECTIONS. GRATE SHALL BE SPACED & O.C. MARMUN, WELD ROD AT ALL INTERSECTIONS. GRATE

- EDUADOR OF TRENCH SHALL BE BACKFILLED WITH SPECIFIED BACKFILL WATERIAL TO SPECIFIED SUBDANCE ELEVATION. BACKFILLING SHALL BE COMPACTED TO 90% OF UNVERTIES AND ADDRESS FOR THE DESIGN DESIGN. C Information and Balance To Large Processing Strength Constraints of the Second Strength Address of the Second Strength Stren
- SEDENIG USED FOR THENCH BOTTOM SHALL BE EXTENSED UP THE SIDES AND CAREFOLLY FUNCTIO MEDIDAD AND OVER PHE IN & MAXIMUM AXEES, ELCH AXEE SHALL BE THERMODELY NO CAREFOLLY COMPACTED TO SHO OF MAXIMUM DRV DINHITY AS PER ASTIN D-1557 (MODIFED PROCTOR) UNTIL 12° OF COMER 12515 OVER PER ASTIN D-1557 (MODIFED PROCTOR) UNTIL 12° OF COMER
- ALL TIMBER SHEETING BELOW & PLANE 12" ABOVE TOP OF PIPE SHALL REMAIN IN FLACE IN ORDER NOT TO DESTURIE PIPE GRACING. BEFORE BACKFILLING, BENOVE ALL OTHER SHEETING BACKING AND SHORING.
- ALL PIPHIC ENTERING OR LEAVING DRAINAGE STRUCTURES SHALL BE ADEQUATELY SUPPORTED BY PEND IN-PLACE CONCRETE FILL FROM PIPE CENTER TO UNDSTURED OROUND. SET FRAMES IN FULL BED OF STIFF MORTAR OR BITUMINOUS MASTIC JOINTING COMPOUND AT FINAL ELEVATION.
- MAENEVER EXISTING MANHOLES OR SEVER PIPE ARE TO BE TAPPED, DRUL HOLES 4" CENTER, TO CENTER, ARQUED THE PERMIHERY OF OPDINIOS TO CREATE A 6 AND OF WEAKINGTO, DWAT DEPENDE DEPENDING SECTION OUT. MANNOL STEPS SHALL BE BULLT INTO AND THEROUGHLY ANDHORED TO WALLS. STEPS SHALL BE FACTORY INSTALLED IN PRE-CAST STRUCTURES.
- CONCRETE PRE-CAST COPTH BEICK CONCRETE PRE-CAST BLOCK CONCRETE 0'-10' 8' 6' 6' 10'-16' 12' 8' 6' 16'-23' 16' 12' 12'
- MANHOLES AND CATCH BASING SHALL BE CONSTRUCTED OF BRICK, CONCRETE MASORY UNITS OF PRE-CAST CONCRETE WITH CAST INON FRAMES, COVERS AND MANHOLE STEPS. THE WALL THEOREES OF WANNALES AND CATCH WASHING CONSTRUCTED OF WASHING MATTERIALS AND SET AT WASHING DEPTHS SHALL MEET THESE MANAJANA. ADDREE TO REQUESTMENTS OF THE GOVERNMA ADDREY IF THEY EXCEED THESE THEOREMSTRY.
- . WHEN WET EXCAVATION IS DISCUMPTERED, THE TRENCH SHALL BE DE-WATERED UNTE, THE PIPE HAS BEEN LAND AND BACKFILLED TO A POINT AT LEAST 1 FOOT MOUNT OF PIPE.
- PROVIDE REQUIRED TIMBER SHEETING, BRACING AND SHORING TO PROTECT SIDES OF EXCAVATION. DO NOT BRACE SHEETING ADAINST PHPL. PROVIDE SUITABLE LADDERS FOR SAFE DUTRY TO AND DOT FROM EXCAVATION. DURING EXCAVATION, MATERIAL SUITABLE FOR BACKFILLING SHALL BE FILED IN AN ORDERLY MANNER A SUFFICIENT DISTANCE FROM THE BANKS OF THENDEDS TO AVDD OVERLADHOL, AND TO PREVENT SUBS OR CAVE-INS.
- EXCAVATION FOR DRAINAGE STRUCTURES SHALL EXTEND A SUFFICIENT DISTANCE FROM THE MALLS AND FOOTINGS TO ALLONG FOR FORMS, CONSTRUCTION OF WALLS, CONNECTIONS AND FOR INSERTION
- WHERE UNSTABLE SOL IS ENCOUNTERED, CONTRACTOR SHALL NOT PLACE PIPE UNTE A SOLD BED HAS BEEN PROVIDED.
- CARE SHALL BE TAKEN NOT TO EXCAVATE GELOW THE DEPTHS INDICATED ON DRAININGS. WHERE EXCESSIVE OR UNAUTHORIZED DECAVATION TAKES PLACE, THE OVERDEPTH SHALL RE BACKFILLED TO THE PROPER GRADE WITH COMPACTED BEDIANG WATERIA, AT NO EXPENSE TO THE OWNER.
- STORM SEWER SPECIFICATIONS, CONTINUED OPEN NO MORE TRENCH IN ADVANCE OF PIPE LAYING THAN IS NECE
- THROUGH 12" 15" THROUGH 36" 42" THROUGH 60" 36" 0.0. PLUS 24" 0.0. PLUS 30" OPEN NO MORE TRENCH IN ADVA EXPEDITE THE WORK. I BE BUILT INTO AND THOS ALL PIPING ENTERING OR LEAVING GATE WELLS SHALL BE ADEQUATELY SUPPORTED BY POURED-IN-PLACE CONDRETE FILL FROM PIPE CENTER TO UNDESTUPERT CREATING. 25. SET FRAMES IN FULL BED OF STIFF MORTAR OR BITUMINOUS MASTIC JO
  - CARE SHALL BE TAKEN NOT TO EXCAVATE BELOW THE DEPTHS INDICATED ON DRAWINGS. WHERE EXCESSIVE OF UNAUTHORIZED EXCAVATION TAKES PLACE, THE OVEREIPTHI SHALL BE BACKFILLED AT THE PROPER GRADE WITH COMPACIED WETTING MATERIAL AT IND EXPENSE TO THE GRADE. 19. WHERE UNSTABLE SOLL IS ENCOUNTERED, CONTRACTOR SHALL NOT PLACE PIPE UNTE, A SOLD BED HAS BEEN PROVDED. DOWNTON FOR STRUCTURES SHALL COTING A SUFFICIENT DISTANCE FROM THE MULT AND FORDINGS TO ALLOW FOR FORMS, CONSTRUCTION OF WALLS, CONNECTIONS AND FOR INSPECTION. GATE WELLS SHALL BE CONSTRUCTED OF BRICK, CONCRETE MASONRY UNITS OR PRE-CAST CONCRETE WITH CAST IRON FRAMES, COVIES AND MANHOLE STEPS, AS INCOATED ON DRAWINGS AND SPECIFIC HEREIN. COMPLETELY FILL JOINTS ON PRE-CAST CONDICTE SECTIONS WITH BITUINHOUS MASTIC JOINTING COMPOUND OR JOINTS SHALL BE MADE WITH PROTECT FRESH BRICK WORK FROM FREEZING, FROM DRYING DIFECTS OF SUN AND WIND, AND YOR SUCH THE AS DIRECTED BY THE GEOTECHNICAL DNDHER, IN FREEZING WEATHER, HEAT SUFFICIENTLY TO REMOVE ICE AND FROST FROM BRICK WORK. RED TO WALLS THE OUTSIDE SUBFACES OF BRICK OR CONCRETE MASONRY PORTION OF GATE WELLS SHALL BE PLASTERED AND TROWELED SWOOTH WITH 1/2" LAYERS OF COMENT MORTHR. IF REGIMED BY THE MUNICIPALITY, PLACE INFRZONTAL AND/OR VERTICAL THRUST RECORD AT ALL PLUGS, CAPE, THES AND FITTINGS. THE COST OF MUNI-tions threads throad shall and the regime thread threads the main thread throads shall and the regime thread threads are not fullized, all fittings shall have restinged only offer the design and pro-fuelds. PLACE ALL CONCRETE ANCHORAGES AND DICASEMENTS, AS CALLED FOR ON THE DRAMMAGE. THE COST OF RESTRANCE JOINTS OR ANCHORAGE AND DICASEMENTS SHALL BE NOLUDED IN THE PRICE BEFOR WATER MAN. BEDONG USED FOR TRENCH BOTTOM SHALL BE EXTENDED UP THE SDES AND CAREFULLY PLACED ARDIND AND OVER PPE IN 6" MANMAU LATES. EACH LATRE SHALL BE THOREOURLY AND ARBUTULY COMPACTED TO SEC OF MANMAU DAY DENSITY AS PER ASTM D-1557(MCDIFED PROCTOR) UNTL 12" OF COVER EDSTS OVER PPE. REMANDER OF TRENCH SHALL BE BACKFILLED WITH SPECIFIED BACKFILL MATERIAL TO SPECIFIED SUBGRACE ELEVATION. BACKFILLING SHALL BE COMPACTED TO 90% OF MAXMUM DRY DENSITY FOR ASTM D=1557. WITHIN 3" OF THE 45" INFLUENCE LINE OF THE SUBGRADE OF STREETS, DRIVES, PARKING LOTS AND OTHER AREAS PAYED, OR AREAS PROPOSED TO BE PAYED, PLACE SAND BUOSFILL IN 4" LODGE LLYRISK AT OPTIMUM WORSTHRE CONTENT (222) AND COMPACTED TO 36% OF MAXIMUM DRY DDRETY AS DETERMINED BY LISTU D\_MERSY (MANNER) BROFTED) BOTCHE BACKTRLING ARDING STRUCTURES, ALL FORMS, TRASH AND DEBRIS SHALL BE RENOVED AND CLEANED ANAY. SELECITE DECAVATED MATERIA, SHALL BE FRACED STRUCETICALLY ON ALL SEES IN & MARMINI LAVERS: EACH LAVER SHALL BE NOSTENED AND COMPACTED WITH MECHANCIAL OR HAND TAMPERS. BE CONTRACTOR SHALL DO ALL REQUED EXCAVATION AND TRENCHING WORK AND RETORNED THE BRIEF AND A STATE STORES OF THE MAN THE FE ANTIBALS RECORMETED LEARNER THE COLLEGE OF THE RESS. THE ANTIBALS RECORMETED LEARNER THE COLLEGE OF THE RESS. THE CHIEFT ALL DOSE LIGHT LETTORS. TO COLLEGE OF THE RESS. THE ALL DOSE THE THE ALL DESCRIPTION OF COLLEGE OF THE RESS. THE ALL DOSE THE THE ALL DESCRIPTION OF COLLEGE OF THE RESS. THE ALL DOSE THE ALL DOSE DESCRIPTION OF COLLEGE OF THE RESS. THE ALL DOSE THE ALL DOSE DESCRIPTION OF COLLEGE OF THE RESS. THE ALL DOSE THE ALL DOSE DESCRIPTION OF COLLEGE OF THE RESS. THE ALL DOSE THE ALL DOSE DESCRIPTION OF COLLEGE OF THE RESS. THE ALL DOSE THE ALL DOSE THE RESS. THE ALL DOSE THE ALL DOSE THE ALL DOSE THE ALL DOSE THE ALL DOSE. THE RESS. THE ALL DOSE THE RESS. THE ALL DOSE THE SANITARY SEWER SPECIFICATIONS

THESE SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS AND THE SAMITARY SEMER SPECIFICATIONS AND DETAL SHEETS OF THE CONFINING ADDROLES. IF ANY COMPLICT IS FOLLOW BETWEEN THE SPECIFICATIONS, THE STRICTER SPECIFICATIONS WILL BE FOLLOWED.

PROPER IMPLEMENTS, TOOLS AND FACILITES SHALL BE PROVIDED AND USED FOR INCLOUDING AND DISTRIBUTING MATERIALS ALONG THE LINE OF WORK. ANY FIFE OR PITTING DAMAGED IN TRANSPORTATION OR HANDLING SHALL BE REJECTED AND INCLOSED TO DEVINUE CONTAINED AND STREET

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAVE STORAGE OF ALL MATERIAL INDUCED FOR THE WORK. THE CONTRACTOR SHALL THE ALL MECESSARY PRECAUTIONS TO PREVENT DAMAGE TO MATERIALS, EQUIPMENT AND

NOW: DE CONTRACTOR SHALL DO ALL RECURID DICAVATION AND TRENCHHO KORK AND THE CONTRACTOR SHALL ADDRES SOL RESPONSELITY FOR THE INCOMPTIDE DICANO THE CONTRACTOR OF THE WORK THE CONTRACT INCOMPTIDE DICANO THE CONTRACTOR OF THE WORK THE CONTRACT LIABLE FOR ANY COSTS WHITEOPRER ASSOCIATED WITH, BUT NOT LIMETE TO UNDER DIFFORM TO UNIVERSITY BUH-SHAFFLE DIFFERENCEMENT.

THE GOVERNING AGENCY WILL INSPECT THE INSTALLATION OF ALL SAN SEWER PIPING.

- 15. THRUST BLOOKS, IF REQUIRED BY THE MUNICIPALITY, SHALL BE MADE OF 3000 PSI CONDIECTE WET MIX MACKAUM WOTH OF TRENCH TO TOP OF PIPE SHALL BE AS FOLLOWS: PIPE DIAMETER TRENCH WOTH
- GATE WELLS SHALL BE REINFORCED PRE-CAST CONCRETE SECTIONS INCLUDING CONCENTRIC OR EDGENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTR
- BACKFLL, UNLESS OTHERWISE HOTED, SHALL BE COARSE SAND, FINE GRAVEL OR EARTH HAVING A LOW FUASTICITY MICEL, FREE OF ROCKS, DEBRIS AND OTHER FOREION MATERIALS AND DEPTNED AS ALL PASSING THROUGH A 3/0° SEVE AND NOT MORE THAN THA FREE (100) BY VOLUME PASSING THROUGH A 200 MISS
- PPE BEDDING, UNLESS OTHERINGE INDICATED, SHALL BE CRUSHED STONE OR SOLUDED GRAVEL. BEDDING WATERIA, SHALL HAVE SOL PASSING A 3/4 SEVE AND 505 RETAINED ON A NO. 4 SEVE LOAD FACTOR SHALL BE 1.0.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE STORAGE OF ALL MATERIAL INTENDED FOR THE WORK. THE CONTRACTOR SHALL TAKE ALL MECESSARK FRECALIDERS TO PREVENT DAMAGE TO MATERIALS EQUIPMENT AND
- WATER MAIN SPECIFICATIONS, CONTINUED
- SANITARY SEWER SPECIFICATION, CONTINUED

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE THE SANTARY SERIER INSTALLATION WITH THE GRADING, EXCAVATION AND OTHER STREE UTLITY SUBCONTRACTORS AND THE CONTRECTORS REPRESENTATIVE NO AS TO PROVIDE FOR A SMOOTH AND ORDERLY PRODESSION OF THE WORK.

SANITARY SEVER PIPING AND FITTINGS SHALL BE OF THE SZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL CONFORM TO THE REQUIREMENTS OF THE OXYMENING ADDRESS

REINFORCED PRE-CAST CONCRETE MANHOLE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTM C-478 OR AASTRO M-199.

CARE SHALL BE TAKEN NOT TO EXCAVATE GELOW THE DEPTHS INDICATED ON DRAWINGS. WHERE EXCESSIVE OR UNAUTHORIZED EXCAVATION TAKES PLACE, THE OVERSITPH SHALL BE BACKFILTD AT THE PROPER GRADE WITH OVERSITPH STALL BE BACKFILTD AT THE PROPER GRADE WITH

PROVIDE REQUIRED TWEER SHEETING, BRACING AND SHORING TO PROTECT SDES OF EXCAVATION. DO NOT GRACE SHEETING ADAMST PIPE, PROVIDE STADING AND SUITABLE LADDERS WHERE REQUIRED.

DURING EXCAVATION, MATERIAL SUITABLE FOR BACKFELING SHALL BE FILED IN AN ORDERLY MANNER A SUIFICIENT DISTANCE FROM THE BANKS OF TRENCHES TO AVED OVERLOADER, AND TO FREVEN TO AVE-INS.

WHEN WET EXCAVATION IS DNOUMTERED, THE TRENCH SHALL BE DE-WATERED UNTL THE PIPE HAS BEEN LAD AND BACKFILLED TO A POINT AT LEAST 1 FOOT ABOVE TOP OF PIPE.

SANTARY SEVER CROSSNOS SHALL BE MADE WITH 10" OF VERTICAL CLEARANCE FROM ANOTHER UTUITY AND SHALL BE MADE WITHOUT PLACING FORT LOADS ON EITHER PIPE, CONSTRUCT SADDLES, OR PLACE PROTECTIVE CONSTRUCT ONE TO REVENT DAMAGE

8. OPEN NO MORE TRENCH IN ADVANCE OF PIPE LAYING THAN IS NECES

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- ALL CONNECTION BRANCHES IN THE SEMER PIPE SHALL BE SECURELY AND COMPLETENT FASTENED TO, OR FORMED IN, THE WALL OF THE PIPE DURING THE COURSE OF MANUFACTURE, ALL PIPE CONTAINING SUCH COMPECTION BRANCHES GHALL BE INSTALLED WITH THE MAIN SETURE. THE PROPOSED LOCATION OF THE PIPE FASTEN. BE FER FLAN OF AS SIMPLETED BY THE OWNER. SERVICE LEADS SHALL TERMINATE (WITH AN APPROVED STOPPEN) PER PLAN OR AS INDEPTED BY OWNED OF OWNED'S REDEPENTATIVE EACH RISER AND/OR SERVICE LEAD SHALL BE WARKED WITH A 2 INCH X 2 INCH X 8 FOOT LINK HARDWOOD WARKER, PLACED VERTICALLY AT THE END OF THE PPE. COMMSPOUTS, WEEP THE, FOOTING DRAINS, OR ANY CONDUCT, THAT CARRIES STORM OR GROUND WATER SHALL NOT BE ALLOWED TO DISCHARGE INTO A SANITARY SEVER. SAVENT SERVE. ANY CONNECTION TO AN EXISTING SAVETARY SERVE MANNELE SHALL BE MADE IN STREET CONFORMANCE WITH THE PLANS AND SPECTRATORS, WITH ALL BETTE REDU DOR'T A BOMMANNEL MANNET. THIS WORK SHALL RULLED WHICH THE CONNECTION IS TO BE MADE. TO EVENT THE FLOW OF MICHANIC LIQUES TO THE SERVICE MANNER WHICH MILL TO TO CREME THE LIAST MAXIMUM OF THREADER. ANY FARTH OF THE FLOW OF MICHANIE THREADER WHICH AND MILLION WHICH THE SAVET CONSTRAILES. SEMANED, THE COST OF ALL CONNECTIONS, NOLIDING ALL TESTING AND/OR TELEVISING REQUIRED BY THE LOCAL WINNEPAULTY, SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE WAIN SEVER UNLESS OTHERWISE PROVIDED IN THE FROMOSAL. HING CONCETTONS ARE MADE WITH SENSING OF DRAINS CARPYING FLUDS, SPECIAL CARE MUST BE TAKEN THAT NO PART OF THE WORK IS BUILT UNDER WITHS, A FLUME OF DAM WART ER INSTALLED AND PARPING MINTARED, IF NECESSARY, AND THE NEW WORK REPT DRY UNTIL COMPLETED AND ANY CONCENTE OR MORTHR HAS STI.
  - ALL TIMBER SHEETING BELOW A PLANE 12" ABOVE TOP OF PIPE SHALL REMAIN IN PLACE IN ORDER NOT TO DISTURB PIPE GRADING, BEFORE BACKFILLING, REMOVE ALL OTHER SHEETING, BRACINS AND SHORMS. BEDOING USED FOR TRENCH BOTTOM SHALL BE EXTENDED UP THE SDES AND CAREFULLY PLACED AROUND AND OVER PPE IN 6" MAXMUM LAYERS, EACH LAYER SHALL BE TREORDIGHT AND CAREFULLY COMPACTED TO 1603 OF MAXMUM DRY DENSTY AS PER ASTM D-1657 (MCDPHED PROCIOR) UNTIL 12: OF COMPE DATES OWER PPER. REMANDER OF TRENCH SHALL BE BACKFILLED WITH SPECIFIED BACKFILL MATERIAL AS APPRIVED BY THE GEDIECHICAL ENGINEER TO SPECIFIED SUBGRADE ELEVATION. BACKFILLING SHALL BE COMPACIED TO SKIS OF MANUAL ON CONSTRUCTION FOR A DATA SHALL BE COMPACIED TO SKIS OF When yo has not managed late of the statement of stretts, and statement lots that online marks the mark of investigation and shall be chosen in the stretches, showing shall be a stretched later of the stretches and of closel chosen of the stretches control (close) who closely a showing shall be a stretches and shall be chosen of the stretches and stretches and shall be a stretches and stretches and stretches the closel be closely a stretches the closen of the stretches the closen is a stretches. WHERE NG SHALL EFFORE BACKTLING ARCIND MANHOLES, ALL FORES MANDERY. BEFORE BACKTLING ARCIND MANHOLES, ALL FORES, TRASH MAD ECRIPS SHALL BE RUNNED AND CLEARED MARY. BELEVINE MANDAUL MARKE SHALL BE PLACED SYMMETRICALLY CH ALL SPEEN N & MANNAN LANSEN LOCI MARK BALL BE MOSTROD AND COMPACTED BITH MEDIAMOLI AND HAND TAMPES. SANTAWY SERVEN MANHOLES MUST BE BATER-TIOHT AND SHALL BE FRELAST SECTIONS WITH MOSPIED DROVED TOHOLE CANTS WITH RUBBER GARSES. DROVERMING ON SATH BESTRAMMEND 478. CAST ROVER STEP SHALL BE CAS RID THE MANHOLE SECTIONS AT INF COLLINES MANUFACTURE AND AT GO HILD CAST JOINT ROVER MINISTRY OF THE ADAL AT GO HILD CAST JOINT ROVER MINISTRY OF THE DUAL WEN DISTING REWORDED COURSE WANNELS OF SHEP PERS AND TO THE UNITED SOUTH AND THE AND T ALL SEMERS SHALL BE SUBJECTED TO INFLITATION, AR OR EXPLITATION TESTS OR A COMBINATION THEREOF IN ACCORDANCE WITH THE FOLLOWING RECOMPLIANTS, OR FOR THE SEMER AUTHORITY'S STANDARDS, FROM TO ACCOPTIANTS, OR FOR THE SEMER AUTHORITY'S STANDARDS, FROM TO INFLICATE OF THE SYSTEM AND PROVE TO PRIVATURE OF THE RELATION A. ALL SEMENS OVER 24' DAMAGETER SHALL BE SUBJECTED TO INFLITATION TESTS. ALL SEMENS OF 24' DAMAGETER OR SMALLER, WHERE GROUND WATER LEVEL ABOVE THE TOP OF SEMEN IS OVER SEVEN (7) FLET, SHALL BE SUBJECTED TO AN INFLITATION TEST.

ALL SEWERS OF 24" DIAMETER OF LESS, WHERE THE GROUND MATER LEVEL ABOVE THE TOP OF THE SEVERT IS SEVEN (7) FEET OR LESS, SMALL 65 SUBJECT TO LAR TEXTS OR FUETRATION TEXTS.

19. NO SANITARY SENER INSTALLATION OF PORTION THEREOF SHALL HAVE INFLITATION EXCEEDING 100 GALLONS FOR NON DAMETER FOR MEE OF PPE FOR 24 HOUR FORMS

25210 FIVE MILE ROA REDFORD, MI 48239 KHURRAM BAIG 248-361-4259 03N-R06E HARTLAND SENIOR COMMUNITY HIGHLAND ROAD PART OF SW 1/4, SEC 22,T03N-F HARTLAND TOWNSHP, LIVINGSTON COU SPECIFICATIONS DATE 5/15/2022 6/1/2022 5/50/2022 CONCEPT FLUN RENEW PRELIMINARY FLUN RENEW PRELIMINARY FLUN RENEW ISSUE 2 ALE: N// AUN BY: DC SIGN BY: DC ECK BY: AP

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CONCRETE CURB, SIDEWALK AND PAVEMENT SPECIFICATIONS AUTOLOGINAL TO ERRORS AND TALKAT COMPALATION PROVER REPORTANT FOR CONCETE CUBE SOLONI ON THE SPANNICS. REPORTEMENT SHALL BE KEYT CLEMA AND FREE FROM CREATIONALE MUST BOLS OR HONG IN REMOVING AND SHALL BE COMPETED BOLS FOR FULL IN A REMOVING AND SHALL BE COMPETED AND AND ADD IN FLACE BETREE MID DURING CONCETE FLACING, BY SUPPORTS ACEDUATE TO PREVENT ESPLANATIONET DURING IN COURSE OF CONSTRUCTION. THESE SPECIFICATIONS SHALL GOVERN THE CONSTRUCTION OF ALL PAVEMENTS, CURE AND GUTTER, SECTIMUSS, SERVICE WALKS, DRIVERNA' APPROACHES, AND LOADING DOCK AREAS, AS INDICATED ON THE DRAWINGS. REFERENCE SPECIFICATIONS WHERE APPLICABLE TO WORK UNDER THIS SECTION ARE REFERED BY ANDREWATION AS FOLLOW: Additional to the service standard data to the owner of the standard of the concert of the standard data to the standard of the standard data to the standar AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). ICAN CONCRETE INSTITUTE (ACI) AMPLIAN CONTRET IN NATION LACEONTATION, CUMPLET STANDARD SPECIFICATIONS FOR CONSTRUCTION (MODIT)
 AMPLICAN SOCIETY FOR TESTING AND ANTERIALS (ASTN)
 PE FINE ADDRESS SMULL INST LA REQUEREMENTS OF SECTION 402 OF OF MODIT SPECIFICATION FOR MO. 2015 MAITRIAL SAND. CONTRACTION JOINTS SHALL BE CUT IN CONCRETE CURBING AT MINIMUM 10' INTERVALS. THE JOINT SHALL CUT 1/4 INCH MICE BY 1/3 THE DEPTH OF THE CONCRETE CURB SECTION. JOINTS SHALL ALSO BE LOCATED ADJACENT TO CURB THEORY. THE CURING COMPOUND SHALL BE A WHITE PARATIN BASED COMPOUND SELECTED FROM MODITS GUALFIED FRODUCTS LIST APPLIED AT 200 SQ/FT/GAL. B. ALL CONTRACTION JOINTS IN CONCRETE CURB SECTIONS SHALL BE SEALED WITH ETHER HOT POURED JOINT SEALER OR COLD APPLIED JOINT SEALER.

CONCRETE CURB, SIDEWALK AND PAVEMENT SPECIFICATIONS, CONTINUED

BAR SUPPORTS SHALL CONFORM TO THE BAR SUPPORT SPECIFICATIONS CONTAINED IN CONCRETE REINFORCING STEEL INSTITUTE'S (ORS) "WANNAL OF STANDARD PRACTICE," PROVIDE CHAIRS, SPACIES AND OTHER DEVICES SUTABLE FOR INFORM SPACING STREAM ON EXISTING INFORMATION AND

WEN YORNS ARE USED AND THE CURB RADUS IS LESS THAN 200 FET. THE CARRED AUGMENT SHALL BE PROVED FOR BY DIRAR STAALAND STEEL FORM OF THE FALL POTTOR THE SCORE OF THE TOTAL SHALL BE OF THE FALL POTTOR THE SCORE OF THE FORMS TO BE SECURELY ASTEMED TO THE CURSE FORMS.

ALL NEW CIRB SHALL BE PLACED CHLY ON A PREPARED SUBGRADE, SMOOTH AND LEVELD TO THE GRADES ESTABLISHED BY THE DNOHEER.

COMPACT AND CUT-TO-GRADE SUBGRADE UNDER FORMS SO THAT FORMS WHEN SET WILL BE UNFORMET SUPPORTED FOR THE ENTIRE LENGTH. SECURELY STAKE AND BRACE OR THE FORMS TO PREVENT LEXAGE OF MORTAR. BRACING WITH EXATH WILL NOT BE FERMITED.

O. COAT SUBFACES OF FORMS TO BE IN CONCRETE MITH & LIGHT CLEAR PARAFFIN

THE INTERIOR SUFFACES OF CONCRETE CONCETING COLUMNENT SHALL BE MAINTAINED FREE OF HARDENED CONCRETE, DEBRIS, WATER, SNOW, ICE AND OTHER DELETEROUS MAIENALS.

OTHER DELETERING ANTIPALS.

SLICHTLY UNDERFILL JOHT ORCOVE WITH JOHT SEALER TO PREVENT EXTRUSION OF THE SEALER, REMOVE EXCESS JOHT SEALER MATERIALS AS SOON AFTER SEALING AS POSSIBLE.

SEALING AS POSSIBLE. INCOMPATING OF THE CONDICTED AN INCOMENTS IN AN INFORMATION OF THE THE ADDRESS OF THE CONDICTE AT ADDITIONAL SECTION OF THE CONSISTE TO CONTROL TO ADDRESS OF THE ADDRESS OF THE CONSISTE TO CARE. CONTROL TO ADDRESS OF THE CONSISTE TO CARE. CONTROL TO ADDRESS OF THE CONSISTE TO ADDRESS OF THE CONSI

CLD WARDER FOR EVEN WARD THE TAREFORMER OF THE ATMOSPHERE IS ACCOUNTED AND ADDITIONAL TO A TAREFORMER OF THE ATMOSPHERE IS ACCOUNTED AND ADDITION ADDITIONAL TO ADDITIONAL TO ACCOUNT AND ADDITIONAL ADDITIONAL TO ADDITIONAL TO ACCOUNTING ACCOUNTS AND ADDITIONAL TO ADDITIONAL CODE WARDER MOTICING SHALL MET THE REQUESTION OF AD JOIN TOOLD WARDER MOTICING SHALL MET THE REQUESTION OF AD JOIN TOOLD WARDER

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ALL FORMS, RALS AND STAKES SHALL BE RENOVED WITHN 24 HOURS AFTER PLACING THE CURR. ENFOSED EDGES OF CONCRETE SHALL BE INMEDIATELY BALDIFILLED OR SPRATED WITH CURROL COMPOUND.

AFTER COMPLETION OF CONCRETE CURRING IN AN AREA, REMOVE ALL BEATHER PROTECTION MATERIALS, RUBBISH AND DEBRIS RESULTING FROM SPECIFED WORK SHEEP CONCRETE CURRES CLEMA, AND SEAL JOINTS.

ALL NEW WALKS AND CONCRETE PAVEMENTS SHALL BE PLACED ONLY ON A PREPARED SUBGRADE, SMOOTHED AND LEVELED TO THE GRADES ESTABLISHED BY THE ENDINER, IN OLAY SOLIS THE SUBGRADE SHALL BE DOXIVITED 2-NOHES BELOW THE SECNAR ANSE AND FILLED WITH APPROVED SAND WEETING MOOT OLASS IL SAND OFFENERATION.

CONSTRUCT CONCRETE SURFACE COURSE ONLY INEN GROUND TEMPERATURE IS ABOVE 35 DEGREES F. AND BASE IS DRY.

SEEWALKS SHALL PITCH TOWARD THE STREET OR AWAY FROM BUILDINGS WITH A MAXMUM CROSS SLOPE OF 1/4-INCH PER FOOT OF WIDTH AND A MINIMUM CROSS SLOPE OF 1/8-INCH PER FOOT OF WIDTH. CROSS SLOPE DIRECTION TRANSPORTS SHALL BE ACCOMPLICATION IN LEMOTIS OF 10 DETC OF UP LESS.

FROM TO PLACHO THE CONCRETE, ALL DEBRS, STONES, DIFT, ETC., SHALL BE REMOVED FROM THE SUBDRACE. THE SUBORACE SHALL BE WOSTENED WITH WATER IN SUCH A MANNER AS TO THOROUGHLY WET THE MATERIAL WITHOUT FORMING FULDEDS OF FOOLSTIS OF WATER. NO CONCRETE SHALL BE FARED ON

FROM SERVICE. TO BOD AD O'N APROVED SECTOR. THEY SULL RESTRUZIT, FREE THEM SECTORS AD SHALL SHOW OVERTOL, WARKIN SECTORS SULL BE COME WERE STREED WITH A COMPARISON OF THE SULL SHOW ON THE SECTORS WERE STREED WITH A COMPARISON OF THE SULL SHOW OUT ATTACK AND REAL THE NAME A COMPARISON OF THE SULL SHOW OUT ATTACK AND REAL THE ATTACK AND REAL SULL SHOW OUT ATTACK AND REAL THE ATTACK AND REAL SULL SHOW OUT ATTACK AND REAL THE ATTACK AND REAL SULL SHOW OUT ATTACK AND REAL THE ATTACK AND REAL SULL SHOW OUT ATTACK AND REAL THE AND SAVE.

THE CONCRETE SHALL BE DEPOSITED CONTINUOUSLY IN THE FORMS IN SUCH A MANNER AS TO AVOID SECREDATION AND IT SHALL BE THOROUGHLY TAMPED OR WRATED SO THAT THE FORMS ARE INTERLY FILLED AND THE CONCRETE THOROUGHLY CONSCULNTED. THE SLARS SHALL BE PLACED IN SECTIONS OR IN COSCI IN CASE OFFENTION. THE SLARS SHALL BE PLACED IN SECTIONS OR IN COSCI IN CASE OFFENTION AS A MUNICIPAL CONCENT.

THE OWNER SHARE SHALL SET STORE OF TO A FLARE SUFFACE WITH A STRUMETED ATTEMPTS CONFERENCE OF TO A FLARE SUFFACE WITH A STRUMETED ATTEMPTS CONFERENCE OF TO A FLARE SUFFACE WITH A SCHOOL WITH A TARGET SHARE SUFFACE ATTEMPT AND A MOTH OF A-MONES. AFTER THE CONFERENCE AT REAT MALE TO FORM SHALL BE MEMORE LOUTER ADDRESS THE SWERK AT REAT MALE TO FORM SHALL SO A STO THE STRUMETED ADDRESS AT SWERK AT A REAT MALE TO FORM SHALL SO

CONTRACTION JOINTS SHALL BE PLACED AT RIGHT ANDLES TO THE EDGE OF THE SEDEMALK OR CONCRETE PAYEMENT AND PERPENDICULAR TO THE SURFACE AND AT A DEPTH OF AT LEAST 1/4 THE SURE THOMSESS WITH A MINIMUM DEPTH OF 1-1/4--RIGHTS FOR SEDEMALIKS AND 3-IN-INFER FOR CONCRETE PAYEMENT SLARES

54. CONTRACTION JOINTS IN SECURIX'S SHALL BE SPACED AT A WINNAW OF EVER S-FEET IN 4" SECURIX, OR 8-FEET IN 6" SECURIX, OR AS SHOWN ON THE PLANS

ION SHALL BE PORTLAND CEMENT

45. ALL CEMENT USED IN SIDEWALK CO TYPE I OR IA ASTM C-150.

CONCRETE CURB, SIDEWALK AND PAVEMENT SPECIFICATIONS, CONTINUED

ISOLATION JOINTS SHALL BE FLACED AT THE FOLLOWING LOCATION FOR SEDEWARKS AND CONCRETE PAYEMENTS:

SCLATION PAPERS SHALL BE OF THE PRE-MOLED, NON-EXTRUDING, ASK MANEDIATED TYPE, NOT LESS THAN 1/2-INCH THCK. THE LENGTH SHALL BE EQUAL TO THE WOTH OF THE SLAR, AND THE BEPTH EQUAL TO THE THOMASS OF THE SLAR PLUS T-INCH.

A. AT THE BACK OF THE CURB AND FRONT EDGE OF THE SEEWALKS AND PAVEMENT SLABS ADJACENT TO EACH DRIVEWAY APPROACH AND SERVICE WALK

AT INTERVALS NOT TO EXCEED 50-FEET IN ALL PUBLIC SDEWALKS. AT INTERVACK OF THE CURB WHERE THE RAMPS EXTEND FROM THE KEY PLAD TO THE PAYMENT.

BETHEN THE KEY FLAG AND THE RAMP IN ALL CASES, EXCEPT WHERE THERE ARE EXISTING EXPANSION JOINTS AT THE INTERSECTIONS OF THE INTERSECTIONS OF THE

AT ANY PLACE WHERE A SDEWAX OR CONCRETE PAVEMENT ABUTS A BULLOW OR FILED STRUCTURE. F. AT ANY ONER LOCATEON RECATE ON THE FUN. CONTRACTION JOINTS IN THE CONCRETE PANEMENT WILL BE AS FOLLOWS A TRANSFERSE GUESTS SAULL SEA FAT MAXIMUM 10-FOOT INTERVALS OR AS SIGNED ON FUNDS AND DETAILS.

WALS OR A

B. LONGTUDINAL JOINTS SHALL BE AT MAXIMUM 12-FOOT INTE SHOM ON PLANS AND DETAILS.

. PRIOR TO APPLYING JOINT SEALER, CLEAN JOINT GROOVE OF FOREIGN MATTER AND LODGE PARTICLES, AND DRY SUBFACE.

TRAFFIC LANE AND PARKING LOT MARKING

FRONDE ALL MATCHALS, LABOR, EDUPMENT, AND SERVICES NECESSARY TO COMPLETE ALL TRAFFIC LAME AND PARKING LOT MARKINGS AS INDICATED IN THE

NORK INCLUSES, BUT NOT LIMITED TO PAINTING OF LETTERS, MARKINGS, STREPTS AND ISLANES ON THE PAINEMENT SUPPACE APPLIED IN ACCORDANCE WITH THIS STOCHTLATION AND AT THE LOCATIONS SHOWN ON THE FLANMS OF AS DIRECTED

The paint shall meet the requirements of federal specification  $TT\!\!=\!\!P\!-\!ITS(3)$ , with or without reflectorized beads as required on the flams.

UNE: "WHEN SHIT OF REPORTS ON THE FLAG OF AS FOLLOWS: A THAT'S ONE SHORE SHIT IS WHEN OF ALLOW ADDUCTORED, AS SHOWN ON THE "ATTENDES SHILL BE WHET UNLESS NOTED THAT AND ADDUCT ADDUC

THE PARTING SHALL BE REPORTED ONLY MEEN THE EXISTING SHIFACE IS DRY AND CLEAN, WHEN THE ATMOSPHERE THINFEATURE IS MOVE 40-CODRESS F. MOVE NAM IS NOT FORECASTED FOR AT LEAST 2 HOURS AFTER PARMT IN AFF IRD.

ALL EQUIPMENT FOR THE WORK SHALL BE APPROVED BY THE CONTRACTOR AND SHALL INCLUDE THE APPARATUS INCESSARY TO PROPERLY CLEAN THE DISTING SURFACE, A MECHANICAL MARGING MACHINE, AND SUCH AUXILIARY HAND EQUIPMENT AS MAY BE RECESSARY TO SATERACTORY COMPLETE HE JOB.

SUITABLE ADJUSTMENTS SHALL BE PROVIDED ON THE SPRAYER/SPRAYERS OF A MACHINE FOR PAINTING THE WIDTH RECURED. MULTIPLE PARALLEL PASSES TO PAINT THE RECURED WIDTH WILL NOT BE ALLOWED.

ADDRESS TO THE ADDRESS ADDRESS

EXISTING MARKINGS OR STRIPES WHICH ARE TO BE ABANDONED OR REMOVED SHALL BE OBLITERATED OR OBSCIMED BY THE BEST WETHOUS SUITED FOR THE PURPOSE AND TO THE SATISFACTION OF THE OWNER OR OWNER'S STRIPETSTATURY

THE CONTRACTOR IS RESPONSIBLE FOR LAYING OUT A SAMPLE SECTION OF STREPAN WHICH IS TO BE APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE AS TO CULTURE THERE THE CONTRACTOR MAY PROCEED WITH THE STREPAN, THE CONTRACTOR IS TO INSURE THAT ALL SUBSCIDENT STREPAN WEITS THE CULTURE ANTROPOL SUBJECT FOR ANTAL AND CONTRACTOR.

BALLS IN CONTINUE OF PARTNERS WHERE OF PERMISSI. APPLED FIGURES, MARDINGS, OR STREES ARE AVALABLE TO SERVE AS A QUIDE SITABLE LAVUTS AND UNDS OF PROPOSIDE STREES SAVEL BE SPOTTING FOR THE PARKY APPLICATION, OWING, MONTO SHALL BE SPOTTING TO THE PARKY APPLICATION, OWING, MONTO SHALL BE SPOTTING.

THE CONTRACTOR SHALL PROVIDE AN EXPERIENCED TECHNICIAN TO SUPERVISE THE LOCATION ALIGNMENT, LAYOUT, DIMENSIONS AND APPLICATION OF THE PARY MANDAGE SHALL BE APPLIED AT THE LOCATIONS AND TO THE DIMENSIONS AND SPACING NORCATED ON THE FLANE OR AS SPECIFIED. PANT SHALL NOT BE APPLIED INTE THE NORCHTO AUIONENT IS LAD OUT AND THE CONSTITUTIONS OF THE DOSTING SURFACE HAVE HERN APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERN APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERN APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HER APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OWNER OR OWNER'S SPECIFIC SURFACE HAVE HERD APPROVED BY THE OWNER OWNER OR OWNER'S SPECIFIC SURFACE HAVE SPECIFIC SURFACE HAVE SPECIFIC SURFACE APPROVED BY THE OWNER OWNER OR OWNER'S SPECIFIC SURFACE HAVE SPECIFIC SURFACE APPROVED BY THE OWNER OWNER OR OWNER'S SPECIFIC SURFACE APPROVED BY THE OWNER OWNER

THE PART SHALL BE MODE IN ACCORDANCE WITH THE MANUFACTUREN'S INSTRUCTORS BEFORE APPLICATION. HE FART SHALL BE THOUSAND WE AND THE STOREM APPLICATION. HE FART SHALL BE THOUSAND WE AND THE STOREMAN CONSTRUCT WITHOUT THE ACCOUNT OF THINNES. IF THE PART IS APPLIED BY BRIDGH. THE SHALL BE SCORE THE SECOND COAT IS BEFORE COATS SHALL BE THOUSAND IN THE SECOND COAT IS

APPLIED. A MINILUM OF ONE (1) WEEK SHALL ELAPSE BETWEEN APPLICATION OF THE BITUMBOUS SEAL COAT, SUMMY SEAL OF THE PAUESMENT OF THE BITUMBOUS SUFFACE COARSE MOT THE MANAGE OF THE PAUESMENT. THE PAUE NO COMPARET SUFFACES. CHARGE COMPOUND WUET BE FRANCED FOR THE DITHE WORK OF THE TAINED STREES COMPOUND WUET BE FRANCED FOR THE DITHE WORK OF THE PAUES STREES COMPOUND WUET BE FRANCED FOR THE DITHE

IN THE APPLICATION OF STRAUGHT STRIPES, MAY DEVATION IN THE EDGES EXCEEDING 1/2-INCH IN 50-FEET SHALL BE OBLIDDATED AND THE MARKING COMPECTED. THE WORTH OF THE MARKINGS SHALL BE AS DESIGNATED WITHIN

TOLERANCE OF 5 PERCENT (35). ALL PAINTING SHALL BE PERFORMED TO THE SATISFACTION OF THE OWNER OF OWNER'S BEPREENTATIVE BY COMPETENT AND EXPERIMENTED EDUPMENT OPERATORS, LABORERS, AND ARTISANS IN A NEAT AND DEPENDING MANNER.

PART SHALL BE APPLIED UNFORMLY BY SUTABLE ECUIPMENT AT A RATE OF 0.0004 GAL/SE, FOR STENDLS AND 0.0003 GAL/FT, FOR STRPING, PART APPLICATION SHALL PRODUCE AN AVERAGE WET FLM THICKNESS OF CALL HUNDRESS OF CALL OF

A ONE-MOVES ANTER APPLICATION OF THE PART, ALL MARKINGS SHALL BE PROTECTED BRILE THE APPLICATION OF THE PART, ALL MARKINGS SHALL BE PROTECTED FROM PARTY OF SHALL PROT OF THACE STITLER WHAT SHALL BE PROTECTED AND A PROTECTINE SOUTHAGE SHALL BE WHAT AND A SALE SHALL BE PARTY OF THAT OF OFFICE BATTERIAL.

BITUMINOUS PAVING SPECIFICATIONS, CONTINUED

THE CONTRACTOR SHALL TEST THE FINISHED SURFACE OF EACH BITUAINOUS CONCRETE COURSE FOR SMOOTHIESS, USING A 10 FOOT STRANGHTEDCE APPLIE PARALLEL WITH AND AT ROAT ANALES TO CENTERINE OF PAVED AREA. SUBFACE SHALL NOT BE ACCOPTABLE IF EXCELDING THE FOLLOWING TOLERANC

A. LEVELING COURSE SURFACE: 1/4 INCH, PLUS OR MINUS 1/4 INCH, B. SURFACE COURSE: 1/4 INCH B. COMPACE COURSE: 1/4 INCH

THE CONTRACTOR SHALL TEST ORIGINED SUBFACES WITH A CROWN TEMPLATE, CONTINED AND AT REAT ANGLES TO THE ORIGIN. SUBFACES WILL NOT BE ACCEPTABLE IF THE FINISHED ORIGIN SUBFACES VARY MORE THAN 1/4 INCH EVAN THE ORIGIN THRUST AND THE STATE

AFTER FRAL ROLING, THE CONTRACTOR SHALL NOT PERMIT VEHICLEAR TRAFFIC ON THE BITUMHOUS CONCRETE PAREMENT UNTLIT HAS COULD AND HARDENED, ADD IN NO. CASE SOOMER THAN SXY HOURS ON AS DIRECTED BY THE

THE AGOREGATE BASE MUST EXTEND A MINIMUM OF 1' BEIND THE BACK-OF-CUBB OR BEYOND FDCF OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF PAYMENT A STORE OF PAYMENT MICH IN CLUBB IS PRO-COMMUNICATION OF PAYMENT A STORE OF PAYMENT A S

GRADING AND EARTHWORK SPECIFICATIONS

A PROJECT A DIRECT INVESTIGATION MAY INCE RETN MADE IN THE OWNER, OF SITA AND DIRING SUPPLICE AND SUB-SUPPLICE CONDITION. THE CONTROLLER SERVICE AND SUB-SUPPLICE CONDITIONS. THE SITA CONTROLLER AND SUPPLICE AND SUB-SUPPLICE CONDITIONS. OF THE SITA CONTROLLER AND SUPPLICE AND SUB-SUPPLICE AND SUPPLICE SITA CONTROLLER AND SUPPLICE AND SUPPLICE AND SUPPLICE SITA CONTROLLER AND SUPPLICE AND SUPPLICE AND SUPPLICE SITA CONTROLLER AND SUPPLICE AND SUPPLICES AND SUPPLICE SITA CONTROLLER AND SUPPLICE AND SUPPLICES AND SUPPLICE SUPPLICES AND SUPPLICE AND SUPPLICES A

HEL BE INCLUDING TO THE INSULATION COST OF THE TIDE HE COMPARIZED BY ALL RE RESPONDED FOR HAVING DECEMBER TO HIS ANSTANDER FOR TO THE SIBMASCIN OF THE SIBMASCIN OF THE GROUND, THE COMPARIZE NA OF CALIFY OF THE SIBMASCIN THE THE FAC GROUND HEL COMPARIZE AND CALIFY OF THE SIBMASCIN THE THE FORE COMPARIZED FOR THE FORE COLONING THE SIBMASCIN THE COMPARY, AND COLOL CONDITIONS THE PROCESSION OF THE SIGNAL WAS HAVEN CONSTRUCTION HILL TAKE FLACE AND ALL OTHER MATTERS MICH CAN IN ANY MAY THEFT. THE SIGNAL MICH THE CONTINUE.

FROM TO COMMENCING THE EXCAVATION THE CONTRACTOR SHALLSJUNIT A FLAN OF HIS INCODED OFERATIONS AND THE SCHEDULE TO THE OWNER & OWNERS REPRESENTATIVE FOR THEIR APPROVAL.

SECTIONARIANE TAT BER APPENDIX. HE COMPARIZE DALL CORRECT, AND HE FLAN FOR ELEXANDO SHALL REDUCT, HE COMPARIZE AND HE CAN FOR A TOR ELEXANDO REDUCT, HE COMPARIZE AND HE CAN FOR A TOR REDUCT, HE COMPARIZE AND HE CAN FOR A TOR COMPARIZE SUIL SAME AN OUTLE OF HE CAN FORM HE FORM COMPARIZE SUIL SAME AN OUTLE OF HE CAN FORM HE FORM TORALDO SUIL SAME AND FOLLOW OF HE CAN FORM TORAL SAME AND HE CAN FORM TO A TORAL SAME AND COMPARIZE AND HE CAN FORM AND A TORAL SAME AND A LOSS REPORTING TO HE CAN FOR A CAN FORM AND ON HE E KLANDER LE KLANDER

THE CONTRACTOR SHALL KEEP INFORMED AND THE OWNER'S REPRESENTATIVE INFORMED AT ALL TIMES AS TO A THL SUFFLUE OR SHORTARE "STRATTOR SUFFLUE OR SUFFLUE OF SUFFLUE ANTERNAL AT THE CONCLUSION OF THE SUFFLUE OR SUFFLUE THIS ANTERNAL AND THE CONCLUSION OF THE DESCRIPTION AND HE WILL BE REQUERD TO SUFFLY THE EDITIONICY OF SUFFLYE OF SUFFLUE THIS ADDITIONAL COST TO THE DOWNER.

THE CONTRACTOR SHALL REMOVE VEGETATION, DEBRIS, UNSATISFACTORY SOL MATERIALS, ORSTRUCTIONS, AND OTHER DELETIFICIUS MATERIALS FROM OROUND SURFACE FROM TO CUT ON FILL OPERATIONS, SUCH MATERIALS HALL RECOME PROPERTY OF THE CONTRACTOR TO BE DESTORED OF IN A LEGAL MANDRE OF

MATERIALS FOR FILL OR BACKFILL REQUIRED TO DRADE THE SITE AND ACHEVE DESIGN ELEVATIONS SHALL BE DITHER ON OR OFF-SITE SOLS WHICH ARE FREE OF ORGANIC MATTER AND DEBRIS. NO TOPSOL SHALL BE USED AS ENGINEERED

NO FILL MAY BE PLACED UNTE, THE EXPOSED SURFACES HAVE BEEN APPROVED BY THE GEOTECHNICAL ENGINEER, ALL FILL MATERIALS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PROFESS TO PLACEMENT.

IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE DISCUMPTED DURING CONSTRUCTION, THEY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND DESIGN ENGLERE FROM TO PROCEEDING.

ALL FILL MATERIAL SHALL BE PLACED AND COMPACTED AT THE OPTIMUM MOSTURE CONTENT OR AS DIRECTED BY THE GEOTICINACAL INSINELR. NO FRIGZEN MATERIAL SHALL BE USED AS FILL NOR WILL ANY FILL BE PLACED

NO ROCK OR SINLAR MATERIAL GREATER THAN 6" DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITED BY THE GEOTECHNICAL ENGINEER IN ADVANCE AND APPROVED BY THE OWNED AND OWNED'S REPORTSIVE TATAVE

CLL AREAS S OTHER & REPRESENTATIVE.

ALL FILL MATCHAL SHALL BE PLACED AND COMPACTED IN LIFTS, THAT WILL NOT EXCEED THE DEPTH IN WHICH THE COMPACTION EQUIMENT CAN ADMENE THE MAXMUM DENSITY REQUIRED FOR THE ENTIRE DEPTH OF THE MATCHAL PLACED IN THE LIFT

ALL AREAS WHERE FILL HAS BEEN PLACED OR THE DISTING SOLS HAVE BEEN DISTURBED SHALL BE SUBJECT TO COMPACTION TESTING BY THE GEOTECHNICAL EXEMPTION AND SHALL BE TO THE SATISFACTION OF THE GEOTECHNICAL EXEMPLOY, OWNER AND DANKE'S REPRESENTATIVE.

FILL MATERIAL UNDER PAVEMENTS OR STRUCTURES SHALL BE FREE OF ORGANIC OR DELETISHOUS MATERIALS. IT SHALL BE SUTABLE FOR SUPPORTING PAVEMENTS AND STRUCTURES WITHOUT ADVERSE SPRANING OF SWELLING.

FILL MATERIAL IN BERNS AND LANDSCAPE AREAS SHALL BE SUITABLE TO SUIPORT OROWIN OF THE LANDSCAPING MATERIALS (THTICAL FOR THE LOCAL CLIMATE) AND AS PROPOSED BY THE LANDSCAPE ARCHITECT.

THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF, IN A LEGAL MANNER, ANY THEES, BRUSH OR DEBMS THAT ARE WITHIN THE DESIGNATED CUTTING AND FILLING AREAS TO BRING THE SITE TO PROPOSED

THE CONTRACTOR SHALL STOCKPILE EXCAVATED MATERIAL ONLY IN DESIGNATED ANEAS AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.

Losso he resonance of the second press and the second seco

NEWLY GRADED AGEAS SHALL BE PROTECTED FROM THE ACTION OF THE ELEMENTS, MAY SETLEMENT, DISPLACEMENT, PORONG OR WASHING OUT THAT MAY OCCUR PROFE TO COMMENCION THE NEXT PARKS OF CONSTRUCTION SHALL BE REPARED, AND GRADES REESTABLISHED TO THE REQUIRED ELEVATIONS AND SOUTHS.

THE FINISHED SUBGRADE SUBFACE SHALL BE SHAPED TO INDICATED PROFILES AND SHALL BE REASONABLY SWOOTH AND FREE FROM IRREDULAR SUBFACE CHANGES AND SHALL BE NO MORE THAN 1 INCH ABOVE OR BELOW THE INDICATED SUBGRAVE FILLING AND FILLING A

THE GRADING CONTRACTOR SHALL BACKFUL ALL PARKING LOT PLANTERS AND LAWN AREAS TO WITHIN 2 INCHES OF THE TOP ADJACENT CURB GRADES. THE TOP 4 INCHES MINIUM SHALL BE TOPSOL, FREE FROM DEBRIS AND STORES LARGED THAN 1 KINGI IN COMMETCE

DATASE TIMOS TI RUDA TI LUMICELLA MELESARY FUNES, DICHNO, WELL POWT SYSTEMS AND OTHER MEMOS FOR REMOVED WATER FROM EXCANTORS, TEXPLOSES, SUBJORDES AND OTHER PARTS OF THE WISH. THE CONTRACTOR SHALL CONTINUE DE-METERIO OPERATIONS INTO HE WATER HAS BEEN SHALL DATA MEMORENA ACTION TO THE MEMORY HAS BEEN SHALL ADME AND REPORTS ACTION TO THE SATER TO PROPER LUMINOS AND COMPACT SIZES TO THE SATERATION OF THE GENERATION DEMORTH AND COMPACT SIZES TO THE SATERATION OF THE GENERATION.

THE CONTRACTOR SHALL DISPOSE OF WATER IN A SAFE AND SANTARY WAY TO PREVENT FLOODING OF INJURY TO PUBLIC ORFINIATE PROPERTY AND SHALL OWNER AND AND THE STATEM. SEE EROSON CONTROL HOTES FOR ANDTOINING TOTIONISCHED

THE CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING GRADES AND NEW GRADES.

OF 1 ON 1) FILL UNDER PAVEMENT OR SDEWALKS POS FILL PLACED UNDER OR BEHIND POS FETANING WALLS

NO FROZEN MATERIA

BITUMINOUS PAVING SPECIFICATIONS

MCHIGAN DEPARTMENT OF TRANSPORTATION/ CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION (MDDT)

AGOREDATE BASE COURSE SHALL MEET THE RECURREMENTS OF SECTION 102 OF THE MOOT STANDARD SPECIFICATION FOR CONSTRUCTION AND SHALL CONSIST OF 21AA CRUSHED AGOREDATE. THE USE OF SLAG IS PROMINTED.

TACK COAT SHALL BE EMULSPIED ASPHALT MEETING REQUIREMENTS OF MOOT SECTION BOAL GRADE CRS-114

SECTION NOL, GRADE CISS-IN, COURSED STONE, CAUSED GRAVEL, A MITTURE CONCIDENT CONSIST OF CRUISED STONE, CR CRUERE GRAVEL, A MITTURE OF UNCOMBED GRAVE, WITH ITTER CRUERED STONE OF CRUERE GRAVEL, OR ODERN DRY: MARINEN, HANNO GRAVE, CRUERCISS, TOTAL OF COURCID OF CLAN, TOCICO, DAMAEL FRAZENTIS FROM AN DICESSO F LAT COURCID OF CLAN, TOCICO, DAMAEL FRAZENTIS FROM AND DICESSO FRAZENCISSON CONSISTENCES, AND MERT TREASMENTS OF CAUSA DISTANCE SPECIFICATIONS, SECTION ROX, 22AA, CONTRACTOR MAY USE CRUSSED HAA ARGEGRAFE SOURCED TO MENT THE REGREDENTS OF CAUSA DISTANCE

THE ADDREAM STATES OF MOST SAME ADDREAM STATES AND ADDREAM STATES ADDREAM STATES

ASPHALT COMPLY WITH THE REQUIREMENTS OF MOOT SECTION 804.

NTUMPOUS LEVELING COURSE SHALL BE MOOT HMA, 13A, UNLESS OTHERWISE RECOURSE BY THE MANDRALLTY OR ROAD ACONST WITH JUREDICTION.

BYTUMINOUS WEARING COURSE SHALL BE MOOT HMA, 3MA UNLESS OTHERWISE REQUIRED BY THE MUNICIPALITY OR ROAD AGENCY WITH JURSDICTION. CONTRACTOR MAY SUBSTITUTE 13A WITH THE APPROVAL OF THE CONTRACTOR.

THE CONTRACTOR SHALL SUBJIT, TO THE OWNER, TWO COPIES OF MATERIALS CONTRACTOR SHALL SUBJIT, TO THE OWNER, AND CONTRACTOR, CERTIFICATES SHALL STATE THAT EACH MATERIAL FITM METER SECONDE DEMINISTER

THE CONTRACTOR SHALL SUBNIT TO THE GEOTECHNICAL DISINDER, LOB-MEX FORMULAS FOR EACH REQUIED ASPHALT ASSREGATE METURE. MIX DESCRIPT SHALL BE WITHIN ALLOWING AS SPECIFIED BY MOOT FOR THE

SUBGRADE PREPARATIONS SHALL CONSIST OF THE FINAL MACHINING OF THE SUBGRADE IMMEDIATLY PROF TO PLACING THE BITMENOUS BASE COURSE. THE SUBGRADE SHALL BE COMPACTED FOR PLANS AND DETAILS. THE SUBGRADE

CRUSHED ADDREGATE BASE COURSE SHALL BE COMPACTED TO A DENSITY EQUAL TO AT LEAST 96 PERCENT OF THE MAXMAM DRY DENSITY AS DETERMINED BY ASTIN D-1557 (MODPINE PROCTOR).

STUMMOUS CONCRETE PAREMENT CONSTRUCTION METHODS SHALL CONFORM TO APPLICABLE PORTIONS OF SECTION 501 OF THE MOOT STANDARD SPECIFICATIONS OF CONCRETENTION

THE CONTRACTOR SHALL NOT PLACE THE ADDREDATE BASE COURSE OR THE BITUMOUS BASE COURSE PROR TO THE APPROVAL OF THE SUBGRADE BY THE SCOTTEDHICK FRAMEWER

EACH LIFT AND COURSE OF BITUMINOUS CONCRETE SHALL BE APPROVED BY THE GEOTEONICAL ENGINEER, PRIOR TO THE PLACEMENT OF A SUCCEEDING COURSE OF LIFT.

AND AT. APPLY BITAMADUS TACK COATS ONLY WHEN TEMPERATURE HAS NOT BEEN BELOW SO RECREDS F. FOR 12 HOURS AMEDIATELY FROM TO APPLICATION. CONTINUES TEMPERATURE CONSTENT MEXIMUM CONTENCE ON THE AMEDIATION CONSTENT OF ADDITIONAL TEMPERATURE CONSTENT ANY TRE LAD WISH TEMPERATURE I ADDIT SO CLARA AND REV. MADE CONSTENT ON THE CONTENTION OF ADDITION CONTENTS F. AND REVEA AND APPRICADE DY THE CONTENTION OF ADDITION OF THE CONTENTION OF ADDITION OF ADDITIONO OF ADDITIONO OF ADDITIONO

ENVIRUM. THE BITLINNEXUS CONCRETE SHALL BE TRANSPORTED FROM THE MONO PLANT T BE POINT OF USE IN VEHICLES CONFORMING TO THE REQUIREMENTS OF SECTION 501 OF THE MOST STANDARD SPECIFICATIONS FOR CONSTRUCTION. DELIVERSE SHALL BE SCHEDULED SO THAT SPECIATION AND ROLLING OF ALL BITLINNESS

UNITER A PROVINCE OF DAYS RUN CAN BE COMPLETED DURING DAY, UNLESS ACCOUNT, ARTICLA, LICHTING IS PROVIDED. HALLING OVER PRESH, PLACED BITLANDUS MAY SHALL NOT BE PERMITTED UNIT. THE BITLANDUS CONCRETE HAS BEEN COMPACTED, AS SPECIFIED, AND ALLORED TO COOL TO ATMOSPHERE TO EMPERATURE.

THE OF APPLY, THE ETAILOR CONCETT SHILL BE SPEAD TO A THOSE BED APPLY, THE ETAILOR CONCETT SHILL BE SPEAD TO A THOSE BED APPLY AND A THOSE AND A THOSE AND A THOSE AND A THOSE BED APPLY AND APPLY AND A THOSE AND A THOSE AND A THOSE OF THE APPLY AND APPLY AND A THOSE AND A THOSE AND A DECEMBER AND A THOSE AND A THOSE AND A THOSE AND A SCIENCE OF A THOSE AND A THOSE AND A THOSE AND A SCIENCE OF A THOSE AND A A THOSE AND A THO

BITUMINOUS CONCRETE SHALL BE PLACED IN CONSECUTIVE BANGED THE HANNE A UMMAUL METH OF 10 FEET, EXCEPT WHERE EDGL LAKES REQUIRE LESS WOTH TO COMPLETE THE AREA. TRANSPERS JOINTS IN ADJUSTI LANSES SHALL BE OFFSET A MINIAUM OF 10 FEET. WHERE POSSIBLE, JOHTS SHALL BE LOCATES AT THE LINE FORCE.

20. ON AREAS WHERE IRREDULARITIES OF UNAVOIDABLE ORSTACLES MAKE THE USE OF MECHANICAL SPREADING AND FINSHING COUPMENT IMPRACTICAL. THE OFTUMINUS CONCRETE MAY BE SPREAD AND RAKED BY HAND TOOLS.

THE BITUMINOUS CONCRETE SHALL BE PLACED AT A TEMPERATURE OF NOT LESS THAN 250 NOR HIGHER THEN THE RECOMMONDED TEMPERATURE OF THE BINDER PRODUCER OF AS DIRECTED BY THE CONTENHENCE DEGREE OF CON-

THE SPEED OF THE ROLLER SHALL AT ALL TMPS, BE SUFFICIENTLY SLOW TO AVOID DISPLACEMENT OF THE HOT HITMINOUS CONCRETE. MAY DISPLACEMENT OCCURREND AS A RESULT OF REVERSING THE DIRECTION OF THE ROLLER, OR FROM ANY OTHER CAUSE. SHALL BE CORRECTED AT ONCE.

SUFFICIENT ROLLERS SHALL BE FURNISHED TO HANDLE THE OUTPUT OF THE PLANT. ROLLING SHALL CONTINUE UNTIL ALL ROLLER MARKS ARE ELIMINATED. THE SUFFACE IS OF UNFORM TEXTURE AND TRUE TO GRADE AND CROSS-SECTION, AND THE REQUIRED FIELD EDURITY IS ORTAINED.

TACK COAT SHALL BE AFFUED TO THE SUMFACE OF PREVIOUS LFTS AND COURSES OF BITUMINUS CONSETTE AND TO SUMFACES ABUTTING OF PROJECTING INTO THE PRUMANUS CONSETTE AND TO SUMFACES ABUTTING OF PROJECTING INTO THE PRUMANUS CONSETTE

26. IMMEDIATELY BEFORE PLACING A SUCCEEDING LIFT OR COURSE OF BITUMINOUS CONCRETE THE PRECIEDING LIFT OR COURSE SHALL BE CLEARED OF ANY DEBRIS OR STANDING WATER BY AMPROPRIATE METHICOS.

TO PREVENT ACHESION OF THE BITUAINOUS CONCRETE TO THE ROLLER, THE MARELS SHALL BE KEPT PROPERLY MOSTENED, BUT EXCESSIVE WATER WILL NOT BE PERMITTED.

28. IN AREAS NOT ACCESSIBLE TO THE ROLLDR, THE INTURINOUS CONCRETE SHALL BE THOROUGHLY COMPACTED WITH HOT HAND TAMPERS.

29. ANY BITUMNOUS CONCRETE THAT BECOMES LOOSE AND BROKEN, MORED WITH DRT, DR IN ANY WAY DEPECTING SHALL BE REMOVED AND REPLACED WITH FRESH NOT BITUMINOUS CONCRETE AND AMBEDIATIVE COMPACTED TO CONFORM TO SUPPORT. SKIP ATCHING SHALL MORE BOARD AT THE CONTRACTOR'S EXPERISE. SKIP ATCHING SHALL NOT BE LAUGHD.

30. THE CONTRACTOR SHALL PROMOE AT LEAST TWO ROLLDRS FOR EACH PAVER OPENATING ON THE WORK. THE CONTRACTOR SHALL USE ACCITONAL ROLLDRS AS REQUERED TO GETAIN THE SPECIFIC PAVELENT DURSTIN.

HOT MIXED ASPHALT (HMA) SHALL COMPLY WITH MOOT SECTION 501 OF STANDARD SPECIFICATIONS FOR CONSTRUCTION.

ALS (ASTV)

REFERENCE SPECIFICATIONS WHERE APPLICABLE TO WORK UND ARE REFERRED TO BY ABBREVIATION AS FOLLOWS:

A. AMERICAN ASSOCIATION OF STATE HIGH OFFICIALS (AASHTO).
 B. THE ASPHALT INSTITUTE (TAD)

- THE COARSE AGOREGATE SHALL MEET ALL REQUIREMENTS OF SECTION 952 OF M.D.O.T. SPECIFICATIONS FOR GAA COARSE AGOREGATE.

- THE CONTRACTOR SHALL SUBMIT, TO THE OWNER, TWO COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR. CERTIFICATES SHALL STATE THAT FACTOR MATERIAL ITTM METER SECTIONED BECIMIENTS

- CONCRETE MX SHALL BE AR-DYTRANED AND PROPORTIONED TO PROVIDE THE FOLLOWING

- THE CONTRACTOR SHALL SUBJIT, TO THE GEOTECHNICAL ENGINEER, JOB MAL-PONNULAS FOR EACH RECOVERD CEMENT-AGDREDATE MAXIME. MAXIME PARTICULAR SHALL BE UNITHIN ALLONABLE TOLEPANCES AS SPECIFIED FOR THE PARTICULAR SHALL BE UNIT. A. COMPRESSIVE STRENGTH AT 28 DAYS: 3600 PSI MIN, OR AS INDICATED ON PLANS.

ON PLANS. TOTAL AIR CONTENT BY VOLUME: 5% TO 8%. SUMP 3 INCH MAXIMUM, OR AS INDICATED ON PLANS

THE CONTRACTOR SHALL AT HIS EXPENSE FURNISH SAMPLES OF FRESH CONCRETE AND PROVIDE SAFE AND SATISFACTORY FACILITIES FOR OBTAIN SAMPLES.

CONSTRUCT CONCRETE CURRENC ONLY WHEN GROUND TEMPERATURE IS ABOVE 35 DEGREES F. AND BASE IS DRY. ALL COMENT USED IN QUIRE CONSTRUCTION SHALL BE PORTLAND CEMENT, THE I OR IN ASTIN C-150.

WATER USED IN CONCRETE SHALL MEET THE REQUIREMENTS OF MOOT SECTION WILL AR ENTRAINING ADMIXTURE SHALL BE SELECTED FROM THE MOOT QUALIFIED FROM TH

READY-MIXED CONCRETE DELIVERY TICKETS: SUBMIT ONE COPY OF EACH DELIVERY TOXET TO THE GEOTECHNICAL ENGINEER AND CONTRACTOR IN ACCORDANCE WITH SECTION 16 OF ASTM CO4.

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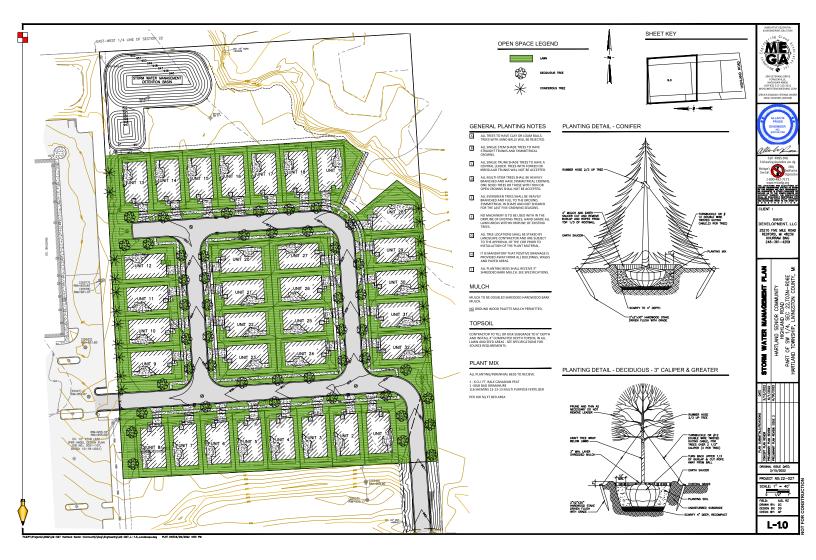
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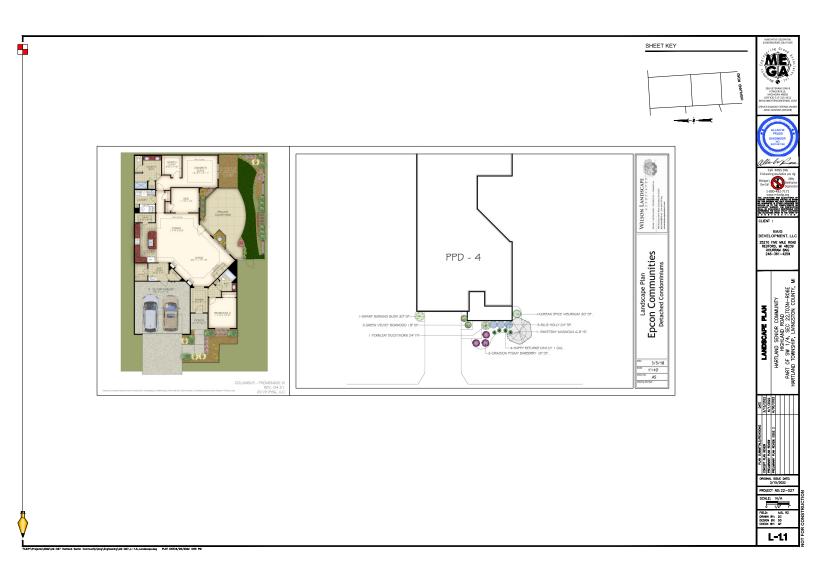
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24. REINFORCEMENT BARS SHALL BE PER WOOT SECTION 905. 25. TE WIRE SHALL BE BLACK, ANNEALED STEEL WIRE, NOT LESS THAN 16 GAUGE





# Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject:Site Plan Application #20-011 Villas of Hartland Planned Development (PD) –<br/>REVISED Preliminary Site Plan dated February 24, 2022

**Date:** June 7, 2022

# **Recommended Action**

Move to approve Site Plan Application #20-011, the Preliminary Planned Development Site Plan for the Villas of Hartland, as outlined in the staff report dated June 7, 2022

The actual approval with conditions is listed below:

Move to approve Site Plan Application #20-011, the Preliminary Planned Development Site Plan for the Villas of Hartland, subject to the following:

- 1. The Preliminary Planned Development Site Plan for the Villas of Hartland, SP #20-011, is subject to the approval of the Township Board.
- 2. Waiver request for substitution of evergreen trees for 50% of the required canopy trees in the greenbelt area (Hacker Road), is approved.
- 3. Waiver request to plant street trees within the Unit Envelope, behind the 12-foot-wide public utility easement, is approved; unless the Public Works Department authorizes the installation of street trees between the back of curb and sidewalk.
- 4. Waiver request to use existing deciduous and evergreen trees, in combination with new trees, along the north and south boundaries of the site, to fulfill the screening and buffering requirements of the Ordinance, is approved.
- 5. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated May 19, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
- 6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
- 7. The applicant shall install a second row of evergreen trees along Hacker Road between the existing wetland and Hacker Road, to act as a screen.
- 8. The applicant shall install a variety of trees in the open space area south of Pastir Lane and north of Morelli Court.

9. The applicant shall identify existing trees along Hacker Road that can be saved and shall make attempts to save those existing trees.

#### Discussion

Applicant: Joseph Rotondo

#### Site Description

The subject property is located east of Hacker Road, north of Highland Road (M-59), and west of the singlefamily, residential planned development commonly known as Walnut Ridge Estates (Planned Development), and Grumlaw Church (8457 Highland Road). The site is comprised of two (2) parcels, with a combined total of approximately 24.51 acres, in Section 19 of the Township. The northern parcel (Parcel ID #4708-19-300-013) is approximately eleven (11) acres in size. The southern parcel (Parcel ID #4708-19-300-014) is approximately 13.51 acres. Both parcels are currently zoned CA-Conservation Agricultural. The Future Land Use Map (FLUM) designates each parcel as Medium Suburban Density Residential (MSDR).

The property has approximately 855 feet of frontage along Hacker Road, a public road under the jurisdiction of the Livingston County Road Commission LCRC). Hacker Road is paved north of Highland Road to approximately the southern property line of the subject site, and then converts to a gravel road. The plans show a proposed extension of the paved surfacing on Hacker Road for approximately 380 feet, which terminates approximately 80 feet beyond the entrance to the proposed development, and then converts to gravel.

The applicant has provided an Impact Assessment dated February 24, 2022, with information on the natural features. Currently the property has open field areas and wooded areas along the north, east, and southeast property lines. Trees are shown along Hacker Road and are to be removed. The submitted plans show several on-site wetland areas (Existing Conditions and Clearing Plan), with several wetland areas labeled as "Regulated Wetland." The Impact Assessment provides more information on the wetlands. The applicant has not provided documentation that the wetland areas have been reviewed by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding their regulatory status or permit requirements.

East of the subject property is a planned development which includes Grumlaw Church (formerly Venture Church) and Walnut Ridge Estates Planned Development (PD), which is a single-family residential planned development with 65 site condominium units. The planned development, approximately 76 acres in total size, was approved in 2013 under Site Plan Application #511. Approval included the construction of the church complex initially and the anticipation of a future residential use, to be developed on vacant land north of the church site.

Walnut Ridge Estates PD was approved in 2016, as an amendment to Site Plan Application #530. The single-family residential PD consists of 65 site condominium units on the land north of Grumlaw Church, which is approximately 42 acres in area. All 65 condominium units have been constructed.

North and south of the proposed planned development the adjacent parcels are zoned CA-Conservation Agricultural and are occupied with single-family homes.

The Future Land Use Map (FLUM) designates the adjacent parcels (north, south, and east) as Medium Suburban Density Residential (MSDR).

Hacker Road is the western boundary of Hartland Township. Properties west of Hacker Road are in Oceola Township and are zoned Agricultural Residential per the Oceola Township zoning map. A church is located southwest of the project site and single-family homes are located on the west side of Hacker Road, north of the church.

# Site History

The subject property consists of two (2) separate tax parcels, totaling approximately 24.51 acres. Both parcels are under the same ownership of Hacker Road LLC, which acquired the property in 2016 under a land contract. It appears that both properties have been farmed in an agricultural manner and have never been developed.

# Site Plan Application #19-007 Hacker Road Planned Development (PD) - Concept Plan

The Concept Plan for Hacker Road Planned Development (now called Villas of Hartland PD) was discussed under Site Plan Application #19-007. The Planning Commission reviewed the project on September 12, 2019, followed up by the Township Board's review at their meeting on October 1, 2019.

# Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – Preliminary Site Plan (dated January 29, 2021)

The Preliminary Site Plan for the Villas of Hartland PD was reviewed by the Planning Commission under SP #20-011, at the public hearing held on March 11, 2021. The site plan showed fifty-five (55) condominium units. Several topics were discussed at the meeting which could potentially lean toward design changes to the plans, such as the location of a secondary emergency access drive, stormwater management plans, and landscaping. The Planning Commission chose not to make a recommendation at the public hearing on March 11, 2021, and SP #20-011 was not presented to the Township Board. As a result, the Preliminary Site Plan as presented to the Planning Commission on March 11, 2021, was not approved by the Township.

Site Plan Application #20-011 Villas of Hartland Planned Development (PD) –Revised Preliminary Site Plan (dated February 24, 2022)

The applicant has submitted revised plans for the SP #20-011, dated February 24, 2022, which are discussed in this memorandum. The revised plan shows fifty-seven (57) condominium units. The applicant's summary letter dated April 5, 2022, states the following changes have been completed on the proposed development plans:

- Road connection to Walnut Ridge Estates has been eliminated.
- An emergency access drive to Hacker Road has been provided.
- A more efficient road alignment has been designed, reducing the number of internal intersections.
- The existing wetland adjacent to Hacker Road has been delineated and surveyed.

The applicant also notes a landscape waiver request (dated March 1, 2021) and written summaries pertaining to recognizable benefits of the proposed planned development (letter dated January 27, 2021) were previously provided as part of the site plan application for the March 11, 2021 public hearing and still apply to the current Preliminary Site Plan request.

The Planning Commission held a public hearing on this request at their May 26, 2022 regular meeting. The Planning Commission recommended to approve the request. There were some residents that attended the public hearing to discuss the project. Copies of their communications are attached. The Planning Commission also discussed the proposed residential density, which requires approval of the bonus density to accomplish the proposed number of units. Some Planning Commission members were not supportive of the bonus density.

#### **Planned Development Procedure**

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a Planned Development (PD). Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Township Board having final approval at each step. The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district.

As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Given the requirements for publishing a notice for the planned development, the public hearing to review the revised plans has been scheduled for the May 26, 2022 Planning Commission meeting.

Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

For all intents and purposes, the Preliminary Plan step is essentially the same as a preliminary site plan review for a conventional project in the Township. All the information and details required for a preliminary site plan approval must be provided for the Preliminary PD review and approval. Final PD review will involve detailed plans for those phases for which construction is intended to begin immediately and the planned development agreement.

#### **Overview of the Preliminary Plan and Proposed Use**

The applicant has submitted a revised Preliminary Site Plan for a fifty-seven (57) unit single-family residential site condominium planned development, to be completed in two (2) phases. The property is approximately 24.51 acres in size. The previous plan proposed fifty-five (55) dwelling units, resulting in an estimated density of 2.24 dwelling units per acre (55 units  $\div$  24.51 acres).

The revised plan shows fifty-seven (57) dwelling units, resulting in an estimated density of 2.33 dwelling units per acre (57 dwelling units  $\div$  24.51 acres). More discussion on density is provided in the next section of this memorandum.

Public access to the development is via Hacker Road, with a boulevard entrance that is gated. Internal circulation is provided via private roads, with each road terminating in a cul-de-sac. A gravel surfaced, emergency access drive is proposed, from Pastir Lane to Hacker Road, on the west side of the site. The emergency access is gated at the Hacker Road right-of-way line and shown as twenty-two (22) feet wide. A detailed cross-section or profile drawing of the emergency access drive was not provided.

A gated, boulevard entrance provides access to the development via Hacker Road. A conceptual drawing is provided. Per the applicant the gates will be equipped with an electronic eye which will automate the opening and closing of the gates. The opening of the gates will be likely controlled by IR motion sensor or proximity loop in the pavement, per the applicant's explanation from the previous submittal. Details are not provided on the plans. Additional information will be required on how the gates for the emergency access drive operate. Clarification should be provided by the applicant and potentially be detailed in the Master Plan.

Phase 1 includes the construction of units 1-37, which are generally located in the western and northern areas of the site.

Phase 2 shows the construction of units 38-57 generally located north and south of Morelli Court (central and southern areas of the site).

The residential units are shown with dashed lines and labeled as "Typical unit envelope." The envelope dimensions are stated as 46 feet wide and 80 feet deep, or approximately 3,680 square feet (0.084 acres) in area. Building setbacks are not stated or shown, nor is the distance between buildings/structures. Staff assumes the intent of the proposed unit envelope is that each residential structure and associated accessory structures, including pools and sheds, will be located within the envelope; however, the applicant should provide clarification on this matter. Lot coverage within the unit envelope is not stated on the plans.

The distance between unit envelopes, at the closest point (front line facing the street), is generally fourteen (14) feet. Distances between unit envelopes vary at the side and rear sides of the envelope. The front setback along a street is not stated on the plan however most of the unit envelopes are placed twenty-five (25) feet as measured from the building envelope to the edge of the 66-foot-wide right-of-way private road easement.

The applicant submitted plans for three types of residential buildings (elevations and floor plans) to be constructed. All show a combination of brick and siding with front entry garages. The floor area ranges from 1,840 square feet (ranch style) to 2,100 square feet (Cape Cod and Colonial, 2-story). Presumably, these design and architectural elements are included in the by-laws.

A conceptual drawing of a development entry sign is shown and consists of stonelike material and wood.

A proposed retention basin and associated forebay are shown in the northwest corner of the development.

Open space areas are shown on the south side and in the center of the development.

Municipal sanitary sewer and water service will be extended to the proposed development from the existing connections provided at the east property line. The applicant will need to work with the Livingston County Drain Commissioner's office on municipal sanitary sewer and Hartland Township regarding municipal water service. Additionally, the applicant will need to work with the Hartland Township Public Works Department to acquire the necessary Residential Equivalent Units (REU's) for this development.

The Livingston County Department of Public Works provided a letter dated February 21, 2020, stating the proposed Hacker Road development was not part of the existing sewer district. As a result, a capacity evaluation was completed in order to assess impacts to the existing pump station and receiving sewers. The capacity study revealed that the existing pump station does not have adequate capacity to serve an additional fifty-five (55) homes, and two (2) pumps will need to be replaced. The developer will be required to pay for the necessary upgrades. An updated study or communication from the applicant or LCDC has not been provided for this project, and the development that is now proposing fifty-seven (57) homes.

#### **Eligibility Criteria (Section 3.1.18.B.)**

To be eligible for PD approval, the applicant must demonstrate that the criteria in Section 3.1.18.B. will be met. The applicant previously provided information on this topic in the letter dated January 27, 2021.

1. Recognizable Benefits. The planned development shall result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning.

The applicant outlines the community benefits that the Villas of Hartland PD will provide as listed below:

- Preservation of natural features as open space areas.
- Provision of a low to no maintenance community that is in demand in Hartland Township by professionals and senior citizens.
- Luxury homes comprised of high-quality materials.
- Residents of the development may provide an increase in utilization of local businesses as they engage in the Hartland community.
- Provision of vehicular and pedestrian connections to the adjacent residential development, Walnut Ridge Estates PD, plus sidewalks are provided within the Villas development (not applicable to the current design).
- Extension of municipal sanitary sewer and water service to accommodate the proposed development, built to the Township and County standards.
- Install a second row of evergreen trees along Hacker Road between the existing wetland and Hacker Road, to act as a screen.
- Install a variety of trees in the open space area south of Pastir Lane and north of Morelli Court.
- Identify existing trees along Hacker Road that can be saved and shall make attempts to save those existing trees.
- 2. Minimum Size. Planned Developments must be a minimum of 20 acres of contiguous land.

The proposed project is approximately 24.51 acres in size, thus complying with the minimum size requirement.

**3.** Use of Public Services. The proposed type and density of use shall not result in an unreasonable increase in the use of public services, facilities and utilities, and shall not place an unreasonable burden upon the subject site, surrounding land, property owners and occupants, or the natural environment.

The proposed development is accessed from Hacker Road, which is an existing public roadway capable of supporting the proposed development. Hacker Road is under the jurisdiction of the Livingston County Road Commission (LCRC). A review letter from LCRC, dated September 29, 2020, outlines their comments and lists the required modifications to the proposed plans dated September 1, 2020. The applicant has provided reviews from the LCRC for the current set of plans for the proposed private road and emergency access from Hacker Road.

The proposed development will connect to the existing municipal sanitary sewer and water service leads at the common border with Walnut Ridge Estates. The proposed parcels have been previously included in modeling exercises for water capacity, however the study was based upon only forty (40) units. A subsequent review of the water capacity will be required to ensure adequate capacity with the water system for the total fifty-seven (57) units. The water capacity study is to be managed by Hartland Township Public Works Department. The DPW has outlined the number of water and sewer REU'S that will be required for the proposed development, in the letter dated May 16, 2022.

In 2020 a capacity study for municipal sanitary sewer was completed by the Livingston County Drain Commissioner's (LCDC) office, based on the previous development design with fifty-five (55) homes. Per the LCDC letter dated September 29, 2020, the developer will be required to upgrade the existing pump station with the purchase and installation of two new (2) pumps. This is required to provide the capacity needed to take on the additional flow from fifty-five (55) homes. An updated review from the LCDC has not been provided based on the new plan with fifty-seven (57) homes.

Traffic generation was discussed during the review of the Concept Plan for this development (SP #19-007). The Planning Commission determined that a Traffic Study was not required as the components are already in place with the recent addition of a traffic signal at Hacker Road and Highland Road.

The Hartland Deerfield Fire Authority will provide fire protection and will review the proposed plans for fire hydrant placement and other fire safety issues. A review letter for the project, dated May 12, 2022, has been provided. The Fire Authority will work with the applicant on the emergency road, associated gates, and maintenance agreement.

4. Compatibility with Comprehensive Plan. The proposed development shall not have an adverse impact upon the Comprehensive Plan for the Township. Notwithstanding this requirement, the Township may approve a Planned Development proposal that includes uses which are not called for on the Future Land Use Map, provided that the Planning Commission and Township Board determine that such a deviation from the Future Land Use Map is justified in light of the current planning and development objectives of the Township.

The subject property is designated Medium Suburban Density Residential (MSDR) on the adopted 2015 Future Land Use Map. The MSDR designation envisions a density of 1 to 2 units per acre (0.5-1 acre per dwelling unit). Using the gross acreage of 24.51 acres, the Preliminary Plan proposes a density of 2.24 dwelling units per acre, which exceeds the density allowed in MSDR.

As a comparison, Fiddler Grove Planned Development was approved with a density of 2.78 dwelling units per acre. Walnut Ridge Estates Planned Development was approved with a density of 1.52 dwelling units per acre. Both of these developments are designated as Medium Suburban Density Residential (MSDR) on the adopted 2015 Future Land Use Map. The applicant notes that the proposed development provides a greater amount of open space than is minimally required by the ordinance standards.

**5.** Unified Control. The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project, or assuring completion of the project, in conformity with the Ordinance.

The applicant has provided a copy of the Warranty Deed which shows the sole ownership of the subject property (two parcels) is under Hacker Road, LLC.

# Planned Development Design Standards (Section 3.1.18.C.)

This section outlines the design standards for a planned development. Additional site standards will be discussed from applicable sections of the Zoning Ordinance.

**1. Permitted Uses.** *The predominant use on the site shall be consistent with the uses specified for the parcel on the Township's Comprehensive Plan for Future Land Uses.* 

The two (2) parcels that comprise the proposed PD are designated as Medium Suburban Density Residential (MSDR) in the Township's Comprehensive Plan/FLUM. This designation is intended to provide slightly denser neighborhoods with larger lot homesites, when compared with other single-family residential categories in the Comprehensive Plan such as Estate Residential or Low Suburban Density Residential. These neighborhoods tend to be more suburban than rural in character. Walnut Ridge Estates PD, Hartland Estates, San Marino Estates, Meadow View Estates, Fiddler Grove, and Autumn Woods are examples of existing single-family developments that are located within the MSDR

designation.

**2. Residential Density.** *Residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan.* 

As noted previously, the Preliminary Plan proposes a density of 2.33 dwelling units per acre, and exceeds the density allowed for in the MSDR, which allows for a density of 1 to 2 units per acre. Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in dwellings on a site in recognition of outstanding attributes as listed in this section. The Township Board in it is sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission.

In this case if the planned development land area could accommodate forty-nine (49) dwellings (24.51 acres x 2 units per acre), in accordance with the Comprehensive Plan, the planned development plan could include up to 69 dwellings (49 + 20 additional dwellings) if a maximum bonus (40% increase) were awarded by the Planning Commission and Township Board (40% x 49 = 20 additional dwellings; 49 + 20 = 69 dwellings). The proposed development has fifty-seven (57) dwelling units; thus, consideration of a density bonus is applicable.

The applicant is of the opinion that the project meets the density bonus criteria outlined in Section 3.1.18.C.iv.d., in that the residential density for the proposed development enhances the compatibility with the existing land use on adjacent land. In this case Walnut Ridge Estates PD abuts the Villas project on the east and is a single-family residential planned development, with a similar density (slightly lower density). Additionally, a greater amount of open space is provided in the proposed planned development, than the minimum requirements specified by the Township.

**3. Design Details.** *The applicant shall prepare a detailed description of design details to be implemented in the proposed planned development, to be presented in a Pattern Book.* 

The design details are provided on the submitted site plans and architectural drawings for the Planned Development. A Pattern Book was not provided.

**4. Minimum Yard Requirements.** The minimum yard requirements are noted in the chart below per Section 3.1.18.C.vi.a. (Minimum Yard Requirements)

Setbacks	Minimum PD Standard	Proposed setback*	Complies Yes/No
Along Hacker Road	50 ft.	95 ft.	Yes
		(Unit 1)	
Along perimeter,	40 ft.	40.2 ft. (east)	Yes
but not adjacent to a		49.6 ft. (north)	Yes
road (east, north, &		44.0 ft. (south)	Yes
south property lines			
Along an internal	40 ft.	12.0 ft. – proposed	No
collector or local		setback from private	
road		street ROW	

\* As measured to closest point of unit envelope

5. Distances Between Buildings. Spacing requirements for buildings in a planned development are outlined in Section 3.1.18.C.vi.b. Any detached single-family structure shall be located at least thirty

# (30) feet from any other detached single-family structure and shall provide a minimum side yard of fifteen (15) feet on both sides.

The plan shows unit envelopes, within which all structures are to be located. Building footprints are not provided within the unit envelopes. The closest spacing between unit envelopes is fourteen (14) feet. If the house in each unit was at the unit envelope line, the distance between the structures could potentially be as close as fourteen (14) feet. This would not meet the minimum required spacing standards for single-family structures in a planned development. Per Section 3.1.18.C.vi.a., modification to yard setback requirements may be approved by the Township Board upon recommendation from the Planning Commission, upon making the determination other setbacks would be more appropriate.

# 6. **Building Height.** *No building in a planned development shall be greater than thirty-five (35) feet in height.*

Scaled building elevations were not provided however the designs include a typical 2-story, cape cod, and ranch style houses, thus staff would assume the building height meets the ordinance requirements.

- 7. Landscaping. Landscaping requirements are provided in Section 3.1.18.C.vi.e. These are considered minimum design standards, typically for a commercial or office development. A more detailed review of the landscaping is provided in this memorandum using the landscape standards outlined in Section 5.11 (Landscaping and Screening).
- **8. Open Space.** *Open space shall be provided to complement and accentuate the high-quality design of the proposed planned development. At minimum the planned development shall provide open space consistent with the previous zoning designation for the site.*

Per this section of the Zoning Ordinance (Section 3.1.18.C.vi.f,), the planned development shall provide open space consistent with the previous zoning designation for the site, at a minimum. Currently the site is zoned CA-Conservation Agricultural. In CA, the open space requirement is a minimum of 85%, for a single-family detached dwelling. The proposed plan states the open space is 42% of the site, and thus would not comply. Historically however, open space requirements outlined in Section 3.15 of the Zoning Ordinance have been applied for other single-family residential planned developments in the Township such as Walnut Ridge Estates and Fiddler Grove.

Section 3.15 of the Zoning Ordinance states residential condominium developments (in several zoning district classifications) should provide a minimum of 25% open space, with a minimum of 10% of the total open space to be useable open space ("useable open space" is defined as land area suitable for active recreation). For the proposed development consisting of 24.51 acres, this would equate to a minimum of 6.13 acres of open space, with a minimum of 2.45 acres of useable open space.

The revised Preliminary Plan states the proposed open space is 44% of the site, or approximately 10.71 acres; and 3.08 acres as useable open space, or 12.6% of the site. The Open Space Plan shows useable open space (cross-hatched areas) along a southern portion of the frontage of Hacker Road, along the south side of the site, and in the center of the development. Details on what amenities are provided in the useable open space areas are not noted.

**9.** Natural Features. Consistent with the stated intentions for creation of these regulation, the preservation of the natural features of the Township are an important planning consideration. A PD proposal must consider the natural topography and geologic features, scenic vistas, trees and other vegetation and natural drainage patterns that exist on the site and propose a development pattern which

#### preserves and avoids disruption of those natural features as much as possible.

An Impact Assessment, dated February 24, 2022, was submitted by the applicant. The assessment report notes that there are several wetland areas on the subject site. The Existing Conditions and Clearing Plan indicates two (2) regulated wetland areas in the easterly portion of the site which will not be filled. In the western portion of the site, one (1) regulated wetland area is shown and will be retained. The nonregulated wetland area on the south will be filled. A wetland area is shown near the east property line. Approximately one-half of the wetland area is on the subject site and the other portion is off-site. The plans do not state if this wetland is regulated or non-regulated. The plans indicate that grading and construction activities are occurring in a portion of the wetland area, which are related to the extension of utilities.

The applicant did not provide information on whether the wetland areas were reviewed by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) or not, regarding the delineation and/or the regulatory status of the wetland areas. In 2021 a complaint was filed with EGLE regarding the project. A representative from EGLE contacted the Township and requested a copy of the plans for the project, which the Township provided. EGLE did not provide comments to the Township prior to the public hearing on March 11, 2021, however EGLE is aware of this development.

A Tree Inventory was conducted for portions of the site, including the north and south property lines, and in the proposed right-of-way on Hacker Road. The Existing Conditions and Clearing Plan shows tree clearing in some areas on the south and north, and areas around the two (2) regulated wetlands on the east side of the site. A portion of the wooded area in the southeast corner will be retained. Some existing trees on the north and south property lines will be retained and used as part of the required screening, per the applicant. Existing trees along Hacker Road will be removed.

**10. Sidewalks and Pedestrian Access.** *The applicant must demonstrate the PD site and all uses within the site will be connected to any existing pedestrian and nonmotorized vehicle paths and trails within a public right-of-way or easement open to the public.* 

A 5-foot-wide sidewalk is shown on both sides of each private road within the development. Crosswalks are shown at the main development entrance. The 5-foot sidewalk along each side of Morelli Court extends to the west property line of the development at the Hacker Road entrance. The sidewalks could connect to any future pathways or sidewalks on Hacker Road.

#### Requirements for Preliminary Review (Section 3.1.18.E.ii)

Following is a summary of items that have not been addressed in the previous review as part of the Design Standards section.

# 1. Stormwater and Drainage Systems.

The applicant has stated stormwater runoff will be collected by catch basins, conveyed through a storm sewer system, and discharged to a forebay and retention basin in the northwest corner of the site. The stormwater plans are subject to review and approval by the Livingston County Drain Commission office.

2. Fiscal Impacts. The applicant has provided a response to this topic stating the proposed development will bring revenue to the Township via taxes which will also benefit the school district. Residents in the development may also have a positive impact on businesses in the Township as they become patrons of Township businesses.

3. Other. Following is a discussion of design details not previously discussed in this memorandum.

### **Internal Vehicular Circulation**

The sole public access to the development is via Hacker Road which has a boulevard entrance that is gated. Two (2) private roads provide internal circulation (Morelli Court and Pastir Lane), each ending in a cul-de-sac at the eastern end.

A secondary emergency access is provided to Hacker Road via a gravel drive from Pastir Lane. The 22-foot wide gravel access is gated with emergency access gates. Elevation drawings are provided for the access gates for the primary entrance on Hacker Road and the emergency access gate at Hacker Road.

Section 5.23.5 (Minimum Private Road Standards) of the Zoning Ordinance, states that private roads serving more than twenty-four (24) parcels, or twenty-four (24) dwelling units or any combination thereof equaling twenty-four (24), shall have at least two points of access to a public road. This standard would be applicable to the proposed planned development with fifty-seven (57) dwelling units.

The private roads in the proposed development will be required to meet the standards of Section 5.23 of the Zoning Ordinance for a road serving twenty-five (25) or more units or parcels, which requires the private road to be constructed consistent with public road requirements of the Livingston County Road Commission. The plans show the private roads to be paved with curb and gutter, 30 feet wide, with a 66- foot right-of-way easement. The Township Engineer's review letter dated April 15, 2022 speaks to the design of the proposed private road.

# Landscaping (Section 5.11)

The Landscaping and Screening requirements of Section 5.11 apply to a Planned Development, including in this case the screening/buffering requirements between the proposed residential development relative to the lower-density developments adjacent to the subject site, on the north and south. The applicable sections of Section 5.11 are as follows:

A. Landscaping of Divider Medians (Sec. 5.11.2.A.vii.) -

- Required minimum of 1 canopy tree or evergreen tree and 6 small shrubs for the initial 25 feet, PLUS 1 additional canopy or evergreen tree and 4 additional medium shrubs for every increment of 25 lineal feet (divider median is 120 lineal feet). EQUATES TO: 5 trees (canopy and/or evergreen trees) and 29 medium shrubs
- Proposed 2 trees are proposed; lawn may be proposed but is not labeled
- Meets Requirement **TBD**
- Comment Due to the fact that the divider island has an entrance sign, entrance gates, and 2 street light poles, the available area for the required landscaping is limited. Staff is recommending 2 canopy trees and lawn be planted in the divider island. **Planning Commission to determine if staff's recommendation meets the intent of the Ordinance.**

# B. Greenbelt Landscaping (Sec. 5.11.2.C.i.) – <u>Along Public or Private Road right-of-way – Hacker Road frontage- NORTH of development</u> <u>entrance</u>

• Required – within the first 30 feet of the property, 1 canopy tree for every 30 ft of lineal frontage; PLUS 3 small deciduous ornamental trees or large deciduous or evergreen shrubs for the initial 40 ft., and 1 additional ornamental tree or large shrub per 20 ft. thereafter. Street frontage (Hacker Road) = 563 linear feet. EQUATES TO: 19 canopy trees; 29 additional ornamental trees or large deciduous or evergreen shrubs REQUIRED

- Proposed 9 canopy trees; 12 evergreen trees; 0 ornamental trees; 35 large deciduous shrubs, located within the first 30 feet of the property
- Meets Requirement? No, for the number of required canopy trees (19 required; 9 proposed); plus 12 evergreen trees proposed. The number of evergreen trees = 57% of the trees
- Comment The applicant had requested a waiver to allow the substitution of evergreen trees for 50% of the required canopy trees, per the waiver request from 2021. The current percentage of evergreen trees is 57%. Planning Commission to consider the waiver request and make a determination.

Along Public or Private Road right-of-way – Hacker Road frontage- SOUTH of development entrance

- Required within the first 30 feet of the property, 1 canopy tree for every 30 ft of lineal frontage; PLUS 3 small deciduous ornamental trees or large deciduous or evergreen shrubs for the initial 40 ft., and 1 additional ornamental tree or large shrub per 20 ft. thereafter. Street frontage (Hacker Road) = 194 linear feet. EQUATES TO: 7 canopy trees; 11 additional ornamental trees or large deciduous or evergreen shrubs REQUIRED
- Proposed 4 canopy trees; 4 evergreen trees; 0 ornamental trees; 14 large deciduous shrubs, located within the first 30 feet of the property
- Meets Requirement? No, for the number of required canopy trees (7 required; 4 canopy trees proposed); plus 4 evergreen trees proposed.
- Comment The applicant has requested a waiver to allow the substitution of evergreen trees for 50% of the required canopy trees. Planning Commission to consider the waiver request and make a determination.
- C. Canopy trees along Internal Roadways (Sec. 5.11.2.C.ii.) -
  - Required 15-foot-wide landscaped area along the length of internal roadways, planted with a minimum of 1 canopy tree or evergreen tree for every 30 feet or portion thereof.
  - Proposed a minimum 1 canopy tree per unit, planted between the unit envelope and the internal sidewalk
  - Meets Requirement? **TDB**; street trees are planted farther than 15 feet from the roadway (back of curb)
  - Comment The applicant has requested a waiver to plant the street trees within the Unit Envelope, behind the 12-foot-wide public utility easement. Planning Commission to determine if the proposed street tree locations are acceptable.
- D. Buffering or Screening (Sec. 5.11.2.G.i.) Screening between Land Uses (north and south property lines where abutting single-family zoned properties)
  - Required evergreen trees planted in a staggered or clustered pattern with varying tree heights
  - Proposed –

<u>North:</u> for the first 280 feet from Hacker Road right-of-way (NW corner of site), single row of existing evergreen trees in proximity of the north property line, possibly located on the adjacent property (Parcel ID #4708-19-300-010). Beyond that point there is an existing tree screen along the north property line (mix of deciduous trees) which the applicant intends to preserve.

<u>South</u>: two proposed berms (3- to 4-foot-high berms) with a mix of canopy trees, evergreen trees, and ornamental trees; a 2-foot-high berm with a mix of trees. East of the last berm there is an existing tree screen (mix of deciduous trees), mostly in the southeast corner of the site, which the applicant intends to preserve and have it count toward the screening requirement.

• Meets Requirement? – **TBD**; the proposed screening on the south is a mix of deciduous and

evergreen trees, and not an evergreen screen as required; proposed evergreen trees are not staggered or clustered, and varying heights of evergreen trees are not provided.

- Comment The applicant has requested a waiver to use existing deciduous and evergreen trees, in combination with the proposed trees, along the north and south boundaries of the site, to fulfill the screening and buffering requirements of the Ordinance. Planning Commission to determine if the existing tree stock can count as satisfying the screening requirement. If counted as part of the screening requirement, staff would suggest protective fencing be provided in all applicable areas and be shown on the construction set of plans.
- E. Detention/Retention Area Landscaping (Sec. 5.11.2.H.)
  - Required detention/retention ponds must be integrated into the overall design of the property and landscaped to provide a natural setting; 1 canopy or evergreen tree and 10 medium deciduous or evergreen shrubs, OR 6 large deciduous or evergreen shrubs or ornamental trees must be planted for every 50 ft. of pond perimeter. Pond Perimeter approx. 883 lineal ft. EQUATES TO: 18 canopy or evergreen trees, and 180 medium shrubs, or 108 large shrubs or ornamental trees
  - Proposed 24 trees (9 deciduous and 15 evergreen trees); 117 large shrubs
  - Meets Requirement? Yes
  - Comment (none)

#### Street Lighting

Street lighting is proposed, and the plans include a detail drawing of the light pole and light fixture. The plan shows two (2) street poles (double head) in the divider median at the main entrance into the development at Hacker Road. The light bulb in the light fixture is not fully shielded, however the Ordinance does not provide standards for outdoor lighting for single-family residential zoning.

#### Architecture/Building Materials (Sec. 5.24)

Architectural standards for façade materials are not provide for single-family residential buildings. The proposed façade materials include brick and siding options however specific product information was not provide on the plans.

#### **Other Requirements-Zoning Ordinance Standards**

Nothing additional at this time.

#### Hartland Township DPW Review

A review letter is provided from the Hartland Township DPW Director, dated May 16, 2022.

#### Hartland Township Engineer's Review (Spaulding DeDecker - SDA)

The Township Engineer (SDA) has reviewed the Preliminary PD plans and recommends approval subject to items being addressed in the letter dated April 15, 2022.

#### Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority has reviewed the plans and provided comments in the letter dated May 12, 2022. Approval is subject to the contingencies being addressed as outlined in the letter.

#### Attachments:

- 1. DPW review letter, dated 05.16.2022 PDF version
- 2. Township Engineer (SDA) review letter, dated 04.15.2022 PDF version

- 3. Hartland Deerfield Fire Authority letter, dated 05.12.2022 PDF version
- 4. Applicant's response letter dated 01.27.2021- PDF version
- 5. Landscape waiver request letter dated 03.01.2021 PDF version
- 6. Applicant's summary letter dated 04.05. 2022 PDF version
- 7. Impact Assessment dated 02.24.2022
- 8. LCDC letter dated 02.21.2020 PDF version
- 9. LCRC letter dated 09.29.2020- PDF version
- 10. LCRC Emergency Access Road review dated 11.17.2021
- 11. LCRC Private Road review dated 01.17.2022 PDF version
- 12. Planning Commission minutes dated 03.11.2021 PDF version
- 13. Planning Commission minutes dated 05.26.2021 PDF version
- 14. Communications. PDF version
- 15. Site Plans dated 06.07.2022 PDF version

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2020 Planning Commission Activity\Site Plan Applications\SP #20-011 Villas of Hartland PD Prelim Plans\2022 Submittals\Staff reports\TB staff reports\SP #20-011 staff report TB 06.07.2022.docx

# **DEPARTMENT OF PUBLIC WORKS**



Michael T Luce, Public Works Director 2655 Clark Road Hartland MI 48353 Phone: (810) 632-7498 Fax: (810) 632-6950

TO:	Planning Department
DATE:	May 16, 2022
DEVELOPMENT NAME:	Villas of Hartland
PIN#:	4708-19-300-013 and 4708-19-300-014
APPLICATION #:	SP# Unknown
REVIEW TYPE:	Site Plan

The Department of Public Works (DPW) has reviewed the Villas of Hartland development site plan in regards to municipal utilities.

#### Municipal Water

Parcels 4708-19-300-013 and 4708-19-300-014 associated with the development were never part of the municipal water district within Hartland Township. The proposed site plan would require 57 sewer REU's for full build out. All parcels seeking municipal water connection outside of the service district are required to undergo a capacity study to be managed by Hartland Township Public Works Department. It has been recently discovered the proposed parcels have been previously included in modeling exercises based upon only 40 units, and a subsequent review of the water capacity will be required to ensure adequate capacity within the water system for the total 57 units.

#### Municipal Sewer

Parcels 4708-19-300-013 and 4708-19-300-014 associated with the development were never part of the municipal sewer district within Hartland Township. The proposed conceptual plan would require 57 sewer REU's for full build out. All parcels seeking municipal sewer connection outside of the service district are required to undergo a capacity study to be managed by the Livingston County Drain Commissioner's office. A preliminary review has been conducted, yet the Livingston County Drain Commission may require a formal review to ensure sewer capacity. Subsequently the lift station on M59 will have to be upgraded at the developers expense to handle the added capacity.

#### REUs

According to the Township's records, Parcel 4708-19-300-013 nor 4708-19-300-014 do not have any REUs (Resident Equivalency Units), and therefor will be required to purchase the required REU's as each structure building permit is approved. The conceptual plan indicates 57-units, which based upon 2022 rates, will require 57 water REU's (\$5,816.01 each) and 55 sewer REU's (\$9,439.20 each) for a total of \$869,546.97 for the entire development. The developer may purchase the REU's prior to each structure being built in accordance with the REU pricing at the time of the building of each structure.

At this time, subsequent plans should include the following:

. • Utility easements noted as public.

Please feel free to contact me with any further questions or comments regarding this matter, and thank you for your time.

Ule

Michael Luce Public Works Director



April 15, 2022

Troy Langer Planning Director Hartland Township, MI

Re: The Villas of Hartland Site Condominium – PD Site Plan Review SDA Review No. HL22-109

Dear Troy:

We have received the preliminary site plan submittal for the above referenced project prepared by Desine, Inc dated February 24, 2022 and received by our office on April 11, 2022. The plans were reviewed in accordance to Hartland Township Engineering Standards and the following comments are our observations.

# A. <u>General</u>

The site is located along the west side of Hacker Road, north of Highland Road (M-59). It is noted as 18.16 acres total area. The site is currently vacant with several regulated and unregulated wetlands. The proposed development will construct an intersection at Hacker Road for two private roads to support a housing development.

Hartland Township Standard Detail Sheets are to be attached to the proposed plans when applicable.

B. <u>Water Main</u>

An existing water main of unknown size is located northeast of proposed Unit 17 of the site plan. Final approval of the water main connections will require knowing the size of the existing water main to the east of the proposed development. It should be demonstrated that there is sufficient capacity in the existing water system to handle the proposed development.

A 12" and 8" water main is proposed along Pastir Lane and Morelli court connecting to the existing water main of unknown size. The 8" water main branch is approximately 575 feet and terminates at a hydrant. Per Hartland Township standards, dead end mains must end with a hydrant and a gate valve and well. Also, a 12" water main is proposed with the improvements to Hacker Road along the eastern side of the right-of-way that will extend to each adjacent property of the proposed development to the north and south. Gate valves shall be spaced such that not more than 24 single family homes or two hydrants shall be out of service within a section of isolated water main.

All proposed water main is to be separated from sanitary and storm sewer by 10 feet. The proposed water main will be captured in a 20 foot wide easement. The hydrant layout must be reviewed and approved by the Hartland Fire Marshall.



# C. Storm Drainage

Storm water runoff is to be captured via catch basins along the proposed roadway and along rear yard drains. The storm water will enter a proposed retention basin via a proposed forebay before entering the main basin. The bottom of the proposed basin is to be excavated to existing porous material and backfilled with acceptable material. An emergency overland overflow is proposed on the western side of the basin and will outlet to the Hacker Road Right-of-Way ditches. The ultimate outlet of the emergency overflow appears to be an existing body of water located to the west of Hacker Road.

All storm water design calculations are to follow Hartland Township and Livingston County Drain Commissioner standards and details. No outlet retention basins require soil borings and infiltration testing within the basin footprint. LCDC standards are to be following for requirements of the soil borings and infiltration testing.

Offsite surface runoff shall not be trapped along the development perimeter. If the existing runoff from adjacent properties path onto the proposed site, the retention basin and proposed storm sewers must be sized to accommodate.

#### D. Paving

Two proposed private roadways (Pastir Lane and Morelli Court) are shown to be 30 feet wide (BOC to BOC) with 5 foot wide sidewalks on either side of the roadways. Each roadway terminates at a cul-de-sac with a BOC radius of 55 feet. Both roadways are located in the center of a proposed 66 foot wide roadway right-of-way. There is a 12 foot wide easement for public utilities shown on either side of both roadways.

Private road shall meet the requirements of Hartland Township Zoning Ordinance Article 30.00. Private roads longer than 600 feet shall provide one or more additional easements to facilitate the development of a continuous road network. Morelli Court meets the 600 foot max length but Pastir Lane extends past the intersection with Morelli Court approximately 1050 feet.

#### E. Sanitary Sewer

A proposed public sanitary sewer is shown on the utility plan within a proposed 25 foot wide easement. The proposed sewer will connect to an existing sanitary manhole east of proposed Unit 18. All sanitary sewer design requirements are to follow current Livingston County Drain Commissioner's (LCDC) standards and details. LCDC sanitary sewer detail sheets shall be attached to the proposed plans when applicable. LCDC may require lift station upgrades to handle the additional flows from this development.

#### Permits Required

Based on those improvements depicted on the plans, the following permits may be required and will need to be provided to the Township once available. Any changes to the approved site plan from the following agencies that impact the design may require reapproval.

Hartland Township:



- 1. All necessary easements including water main. Easements must be on Hartland Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals, if applicable.
- 2. A Land Use Permit will be granted after the pre-construction meeting.
- 3. Storm Water Agreement (for the storm water improvements on the site).
- 4. Maintenance bond and insurance for the water main to be dedicated to the township.

# Livingston County:

- 1. Copy of Livingston County Drain Commissioner approval and permit.
- 2. Copy of a Soil Erosion and Sedimentation permit from Livingston County Drain Commissioner.
- 3. Copy of Livingston County Road Commission approval and permit.

Michigan Department of Environment, Great Lakes, and Energy (EGLE):

- 1. MDEGLE Permit for all water main installation.
- 2. MDEGLE Permit for all public sanitary sewer installation.
- 3. NPDES Notice of Coverage Documentation.
- 4. MDEGLE Permit for all proposed work within the state-regulated wetlands, if applicable.

Please be aware that additional comments may arise with the submittal of the requested revisions and/or additional information.

#### **RECOMMENDATION**

We recommend approval of the site plan, conditional upon all of the above comments being addressed to the satisfaction of the Planning Commission. Final engineering approval is not recommended at this time due to the number and nature of the comments.

The comments are not to be construed as approvals and are not necessarily conclusive. The final engineering plans for this development are to be prepared in accordance with the Hartland Township Engineering Design Standards and 2008 Hartland Township Standard Details. Sanitary sewer and water benefit fees may be applicable for this project.

If you have any questions regarding this matter, please contact our office at your convenience.



Sincerely,

SPALDING DEDECKER

htp

Adam Chludzinski Project Engineer

cc: Jeremy Schrot, Hartland Township Engineer (via email)



HARTLAND DEERFIELD FIRE AUTHORITY

FIRE MARSHALS OFFICE

Hartland Area Fire Dept. 3205 Hartland Road Hartland, MI. 48353-1825 *Voice*: (810) 632-7676 *Fax*: (810) 632-2176 *E-Mail*: jwhitbeck@hartlandareafire.com

May 12, 2022

- To: Planning Commission Hartland Township 2655 Clark Road Hartland, MI 48353
- Re: Application for Site Plan, for Villas of Hartland

Based upon review of the site plan dated February 24, 2022, and electronically sent over by the Hartland Township on April 11, 2022, the project was drawn as being within the requirements for accessibility *contingent* upon the following:

- There is a maintenance agreement that specifies year around accessibility on the emergency vehicle access road leading out to Hacker Road from Pastir Lane. (AHJ Requirement).
  - 1. The current maintenance agreement shows that:

**4. Maintenance.** Each Party shall bear the full cost of repairing and maintaining the access drive on its own premises. Each Party agrees to keep its access drive in a reasonable state of repair so that normal access to and across the Easements on each Parcel is not impeded. This should be changed to reflect that the Villas of Hartland are the responsible party since the connection to Walnut Ridge is no longer going to happen.

- 2. The maintenance agreement must include a vertical clearance of 13'6" and a minimum of 22' width on both the shared private drive as well as the emergency vehicle access. This includes snow removal and any other maintenance to preserve the roadway in a constant drivable condition.
- Crash gates are not an acceptable option for entrance into any gated community. A supra brand lock box shall be permanently mounted on the gate to ensure emergency access if a power outage occurs. Recommendation is for a dead man switch similar to Hartland Estates. Order form for the Supra Key box is provided by the fire department (AHJ Requirement). Section 506.1.1 Locks and Key switches.
- Cul-de-sac radius appears to be 75' which is within specifications.
- Width of roadways within the sub are according to specifications.

The Fire Marshals Office <u>approves with the above contingencies</u><sup>\*</sup> the submittal of the Site Plan Application for the Villas of Hartland. Any revised drawings affecting the Fire Department must be submitted for review.

Yours In Fire Safety,

Juf White

Jenn Whitbeck Fire Inspector

#### January 27, 2021

#### VIA ELECTRONIC MAIL

Township of Hartland Attn: Martha Wyatt 2655 Clark Road, Hartland, Michigan 48353

#### **Re:** Villas of Hartland Condominium Project

Dear Ms. Wyatt:

We are writing you in response to the correspondence you sent to Mr. Wayne M. Perry regarding the written documentation needed to move forward with the above-referenced development. In this correspondence, you requested a written summary from the applicant regarding the recognizable benefits of this panned development. There are many recognizable benefits of this development. This type of low to no maintenance community is exactly what a large majority of the public, specifically professionals and senior citizens, is currently looking for. The aforementioned citizens are attracted to these communities because they do not have to worry about cutting the grass, shoveling the driveway, watering the grass, etc. As for the benefits to the township, this community will drive new people into the community, which will increase the utilization of local businesses within the township.

As for your request for a statement regarding unified control of the development and legal documents of single ownership, please find the Warranty Deed dated February 1, 2016, enclosed. This Warranty Deed shows the sole ownership of the property in question by Hacker Road, LLC, a Michigan limited liability company. Therefore, this development is under single ownership and unified control.

In response to your request for the written summary regarding any outstanding design attributes that could result in the award of a density bonus, the proposed development would fall under Section 3.1.18(C)(iv)(d) and (e) of the Hartland Township Zoning Ordinance. The proposed development falls under these Sections because the proposed arrangement enhances the compatibility of proposed development with existing or planned land use on adjacent land and the proposed development proposes a greater amount of open space than is minimally required by the Township. The proposed development will also contain luxury real estate, using high quality materials. The developer will also be providing sidewalks throughout the community to give the members of the community a place to walk, ride bikes and enjoy the outdoors.

As to your request for a written explanation as to the need for the gated development, particularly the need for the emergency gates on the East, the simple answer is that the public likes them. The gates help the prestige of the subdivision, and makes the members of the community feel more secure, especially for families with children that play outside. It shall also be emphasized that the gates on the East are not meant to be emergency gates. My previous development, Hartland Estates, is also a gated community and has been very successful. The gates will also have an

electric eye, and the opening and closing of the gates will be automated. The presence of the gates will also slow down traffic through the community.

This proposed development will also bring in more revenue for the Township. Not only will this development be bringing in new families to the area, but due to the increase in the population, the Township will also see an increase in taxes collected. In addition to the increase in tax revenue, local businesses will also benefit from the proposed development. As more families and homeowners move into the area, local businesses will also see an increase in the traffic coming in and out of their business. There will also be many new senior citizens that will move to the area to be in these luxury, no maintenance homes. These senior citizens will be paying taxes, which will go to the school district, without utilizing these services. This increase in tax revenue to the schools without an increase in the utilization of the services should help the school district financially.

Should you have any questions or concerns, please feel free to contact us.

Very truly yours,

HACKER ROAD, LLC, a Michigan limited liability company,

Joseph M. Rotondo, Member

#### CIVIL ENGINEERS LAND SURVEYORS 2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9463 (810) 227-9533 FAX (810) 227-9460 EMAIL: desine@desineinc.com



March 1, 2021

Mr. Troy Langer, Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

Re: Villas of Hartland Landscape waiver request

Dear Mr. Langer:

The proposed landscape plan for Villas of Hartland has been prepared depicting landscaping to satisfy the intent of the Township Zoning Ordinance. Strict compliance with the Zoning Ordinance is not always feasible, or provide a benefit to the development or the community. We are requesting waivers for deviations from strict compliance with three specific landscape requirements of the ordinance. Specific deviations are requested as follows:

A greenbelt is required along the public road frontage for Hacker Road. Section 5.11.2.C.i.b. of the Zoning Ordinance specifies the planting of Deciduous trees in the greenbelt. The proposed landscape plan depicts planting 50% Evergreen trees and 50% Deciduous trees as allowed with approval of the Planning Commission. We are requesting the Planning Commission approve this modification as allowed by the Ordinance.

We are not able to plant required street trees within 15 feet of the back of curb as required by Section 5.11.2.C.ii of the Zoning Ordinance. The area between the back of curb and the front Unit line is 17 feet in width, containing a sidewalk and either a sanitary sewer main or a water main, in accordance with Hartland Township Engineering standards. The Zoning Ordinance does not allow planting trees within 10 feet of a utility main. We request the Planning Commission approve planting of street trees within the Unit area, behind the 12-foot wide public utility easement.

Screening and buffering between the proposed development and the adjacent properties to the North and South, as required in Section 5.11.2.G. of the Zoning Ordinance, is provided by a combination of existing trees and proposed Evergreen and Deciduous plantings. Existing trees along both the North and South property lines will provide a buffer for a majority of the property line. The adjacent parcel to the North of the property has an existing single-family residence with an outbuilding located near the Northwest corner of the project. The residential home will be screened by both existing trees and proposed landscaping. The adjacent parcel to the South of the

Troy Langer March 1, 2021 Page 2

property has a barn near the property line and a single-family residential home farther to the South. The site will be adequately screened by both existing trees and proposed landscaping. We request the Planning Commission consider the landscape buffers proposed and determine they meet the intent of the ordinance for the proposed development.

We are requesting consideration and approval of the landscape waivers as requested for this project.

Should you have questions pertaining to the project, please contact me at your convenience.

Respectfully, **DESINE INC.** Wayne M. Perry, P.E.

152775\Landscape Waiver request letter 03-01-2021

#### CIVIL ENGINEERS LAND SURVEYORS 2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9463 (810) 227-9533 FAX (810) 227-9460

EMAIL: desine@desineinc.com



Mr. Troy Langer, Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

Re: Villas of Hartland, Preliminary PUD resubmittal

Dear Mr. Langer:

We have revised the plans and supporting documentation for the Villas of Hartland. Plans have been revised to address comments previously provided. The following substantive changes have been completed to the proposed development plans:

- Road connection to Walnut Ridge has been eliminated
- An emergency access drive to Hacker Road has been provided
- A more efficient road alignment has been designed, reducing the number of internal intersections
- The existing wetland adjacent to Hacker Road has been delineated and surveyed.

Supporting documentation pertaining to the development

- Draft Master Deed and Bylaws have been prepared for the development
- Sight distance evaluation approvals from the Livingston County Road Commission for both the primary entrance and the emergency access
- Written summaries were previously provided pertaining to recognizable benefits of the proposed planned development, unified control of the development, outstanding design attributes, need for a gated development and fiscal impacts of the development.
- Landscape waiver request was previously provided

Enclosed are five sets of revised plans, Master Deed, Bylaws and LCRC sight distance approvals for review and consideration. Should you have questions pertaining to the project, or if additional information is required, please contact me at your convenience.

Respectfully, DESINE INC. Wayne M. Perry, P

Encl: Preliminary PUD plans – revised 02-24-2022 Livingston County Road Commission sight distance reviews Master Deed – revised 04-02-2022 Bylaws – revised 04-02-2022

#### <u>CIVIL ENGINEERS</u> LAND SURVEYORS 2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9463 (810) 227-9533 FAX (810) 227-9460 EMAIL: desine@desineinc.com



Mr. Troy Langer, Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

Re: Villas of Hartland, Preliminary PUD resubmittal

Dear Mr. Langer:

We have revised the plans and supporting documentation for the Villas of Hartland. Plans have been revised to address comments provided during the Planning Commission meeting on May 26<sup>th</sup>. The following substantive changes have been completed to the proposed development plans:

- Proposed easements for water main and sanitary sewer have been identified as public.
- Existing water and sanitary sewer service to the East property line have been identified and pipe diameters have been provided.
- An additional tree has been added to the landscape island at the entrance to the project.
- Existing trees within the Hacker Road ROW that can be preserved have been identified on the landscape plan.
- A second row of trees has been added between the emergency access and the berm.
- Trees have been added to the central open space area.

Enclosed are revised plans for review and approval by the Township Board. Should you have questions pertaining to the project, or if additional information is required, please contact me at your convenience.

Respectfully, **DESINE INC.** 

Wayne M. Perry, P.E.

Encl: Preliminary PUD plans – revised 06-07-2022

152775\Preliminary PUD resubmittal letter 06-07-2022

#### VILLAS of HARTLAND Hartland Township, Michigan Site Plan Application

#### **IMPACT ASSESSMENT**

#### **Owner:**

Hacker Road LLC 20771 Randall Farmington Hills, Michigan 48336

#### Prepared by:

DESINE INC. 2183 Pless Drive Brighton, Michigan 48114

#### A. INTRODUCTION

This impact assessment has been prepared pursuant to Article 6, Section  $2 - \underline{IMPACT}$ <u>ASSESSMENT</u> of the Zoning Ordinance for the Township of Hartland, Livingston County, Michigan. This assessment addresses the impact of the proposed residential site condominium subdivision on the surrounding community and the economic condition and social environment of the Township. The site consists of 24.51 acres of property located on the East side of Hacker Road, North of M-59/Highland Road, as shown on Figure 1.

The site plan as submitted presents the proposed single-family residential units, private roads, and utilities. Fifty-seven (57) units are proposed on site, including private roads.

This Impact Assessment has been prepared under the direction of Wayne Perry, P.E., DESINE INC., 2183 Pless Drive, Brighton, Michigan 48114. Mr. Perry is a licensed Civil Engineer, providing professional engineering services in Livingston County since 1988 with experience in private and municipal development including projects within Hartland Township and Livingston County.

#### **B.** SITE CONDITIONS & DESCRIPTION

The site, 24.51 acres in area, is currently zoned Conservation Agriculture (CA), and is located on the East side of Hacker Road, approximately nine hundred feet North of the intersection of Hacker Road and M-59/Highland Road. The site is vacant and contains several stands of trees, several small wetland areas, and fallow fields. The Existing Conditions Plan provides a detailed overview of the existing site features.

Adjacent parcels North and South of the property are zoned CA, and are currently occupied by single family homes. The parcel directly to the East is zoned as a Planned Development (PD) and contains a church on the South and single-family residences to the East of the proposed site. Homes are serviced by a private road network that will provide a secondary access to the proposed Villas of Hartland development. The homes in the existing planned development are served by public water and sewer service which have been extended to provide service to the Villas of Hartland.

The site plan as submitted presents the proposed residential units, private roads, and utilities. Fifty-seven (57) single family residential units are proposed on site, including private roads for access. The proposed private road system will also provide an emergency vehicle access from Hacker Road. Private roads within the Villas of Hartland will be accessed from Hacker Road. Sanitary sewer and water service for the proposed development will be extended from connections provided at the East property line. Drainage for the site will be provided by a storm sewer network connecting to a retention basin adjacent to Hacker Road.

The property is accessed from Hacker Road, a public road under the jurisdiction of the Livingston County Road Commission. Hacker Road is paved from Highland Road to the Southerly property line of the property. The developer is proposing to extend the bituminous surface on Hacker Road from the South line of the development to beyond the proposed entrance to the Villas of Hartland.

Woodlands on site are comprised primarily of farm field border tree lines with a wooded area in the Southeast corner of the property.

Topography on site rises uphill from Hacker Road, East to a high point located approximately two hundred feet West of the East property line. Drainage flows to several onsite and offsite wetland areas. Along the North side of the site, drainage flows Northerly to offsite wetland areas. No significant impact is anticipated to adjacent properties due to offsite drainage as storm water runoff from the developed portion of the property will be collected and discharged into the retention basin. Proposed grades at the property boundaries will match existing topography.

The site plan depicting the proposed site improvements is provided in Figure 2.

#### C. IMPACT ON WETLANDS

Several small wetland areas exist on site. Wetland areas in the Easterly portion of the property are regulated. Wetland area in the West portion of the property is also regulated. A non-regulated wetland area at the South end of the property will be filled as a part of the proposed construction of the development. The existing wetlands previously accepted drainage from the site and proposed drainage is designed to be accommodated within the proposed retention basin.

In areas where the wetlands will remain between homes, storm drain structures will be constructed to act as overflow structures. These structures will direct any overflow into the retention basin.

Offsite wetlands will not be negatively impacted by designing drainage areas on the proposed development to be equal to or less than their pre-development area. The site will be graded to match existing grades at the property lines to ensure that drainage continues to flow to its pre-development end points.

#### D. IMPACT ON SURROUNDING LAND USES

Properties to the North and South are zoned Conservation Agricultural (CA). These parcels are occupied by single family residential homes. The parcel to the East is zoned as Planned Development (PD) and is developed as a single-family residential site condominium. The

property immediately Southeast of the proposed development is being occupied by a church, also zoned PD. Properties on the West side of Hacker Road are located in Oceola Township. The Oceola Township zoning map depicts this area is zoned Agricultural Residential. Property to the Northwest is occupied by single family homes and land to the Southwest contains a church.

The Hartland Township Future Land Use Plan designates the property for Medium Suburban Density Residential. The future land use plan identifies surrounding property as having the same designation. This designation indicates a future use of single family homes on lots of a half-acre up to one acre. The proposed development conforms to the density anticipated in the future land use plan.

The proposed land use for single-family residential homes served by public utilities is consistent with proposed Planned Development (PD) zoning. PD zoning allows for flexible usage of the land for different types of developments, including single family residential. PD zoning enables the proposed development to make better use of the natural features of the site and incorporate them into the open spaces proposed.

The landscaping and architecture proposed will allow this site to be developed to compliment the surrounding areas and provide visually appealing areas for residents. The proposed development is designed to have minimal impact on the surrounding existing land uses.

Open spaces within the proposed development have been designed to protect a significant number of trees and other vegetation, as well as the regulated wetlands on site. These open spaces provide not only a buffer space between lots and roadways, but visual relief and natural drainage control.

Ambient noise levels on and around the property are largely generated by traffic along M-59/Highland Road. The proposed development containing individual residential homes will not significantly impact ambient noise in the area.

The proposed units within the development do not extend to the project boundaries, allowing for natural vegetation to be preserved as a buffer. Existing vegetation will provide a visual and auditory barrier between the proposed development and existing homes.

Lighting on the site will be limited to street lighting and residential light sources from the proposed homes. All street lighting will be shielded and down directed on the site. Residential lighting from the homes will be minimal and will not adversely impact nearby homes.

The proposed homes in the development will be designed to meet with the Township's architectural standards to provide a visually unified and harmonious neighborhood. Neighboring homes will be taken into consideration when choosing the available home designs and floor plans available in the proposed development.

The proposed residential development will not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to person and/or property beyond the lot lines. No significant change in air pollution is anticipated.

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials.

#### E. IMPACT ON ENVIRONMENTAL FEATURES

Regulated wetlands will be protected during construction. A non-regulated wetland area on the site will be filled. Wetland areas being preserved on the site will be provided with overflow structures to maintain the wetland elevations an prevent flooding. Site grading will be designed to match existing grades at property lines to ensure that drainage flow to offsite wetlands will not be adversely affected by this proposed development.

The site does contain a wooded area in the southeast corner of the site. The majority of trees in the southeast corner of the parcel will be preserved.

The site does not contain any major wildlife areas or habitat areas that will be significantly impacted by the development.

Soil erosion and sedimentation control measures will be installed prior to construction to ensure sediment from construction activities does not leave the site. Silt fence will be erected prior to any construction activity at the edge of all disturbed areas and will remain through the completion of the project. Sediment collection traps will be installed at all proposed storm drainage structures to prevent sediment from becoming trapped in the pipe system and preventing proper function. A stone tracking pad will be installed at the construction entrance to prevent construction vehicles from tracking sediment from the site onto roadways. After construction has been completed, the site will be stabilized, seeded and a vegetative cover re-established.

#### F. IMPACT ON PUBLIC FACILITIES AND SERVICES

The Livingston County Sheriff and Michigan State Police will provide Police protection. Public safety services required to accommodate the proposed use are anticipated to be minor.

The Hartland Deerfield Fire Authority will provide fire protection. No fire hydrants currently exist on site. The proposed site will include seven fire hydrants spaced to provide coverage to all proposed lots on site. An additional three fire hydrants will be installed along the extension of water main along Hacker Road

The proposed single-family homes would likely add new students to the local public school system.

#### G. IMPACT ON PUBLIC UTILITIES

The property is not currently being serviced by public water and sewer services.

Water service to the site will be provided by connecting to an existing water main stub from the existing adjacent residential development to the East. Sanitary sewer service to the site will be provided by connecting to the existing sanitary sewer system in the existing adjacent residential development to the East.

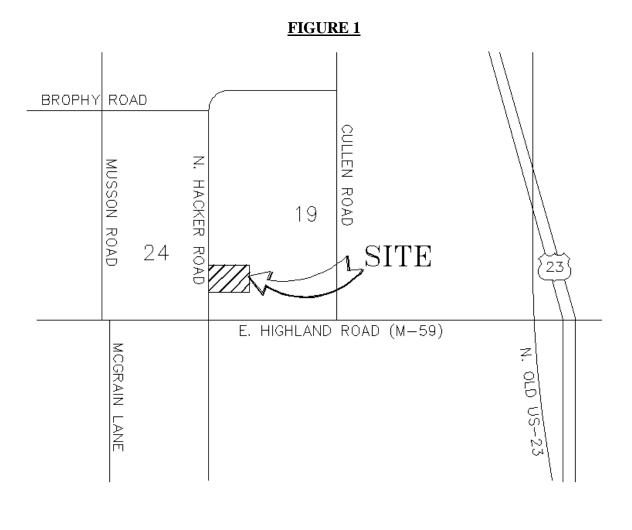
#### H. IMPACT ON DRAINAGE

Excavation and grading will be undertaken to construct private roads and proposed utilities as depicted on the grading plan. Earthwork will be required to direct storm water flow into the storm water collection system. This system will discharge surface water runoff generated by development of the property to the proposed retention basin. Grading on the site will match existing grades on adjoining properties at the property lines. No adverse impact to adjoining properties is anticipated due to the construction and grading of the property.

Surface water runoff generated from all improved areas of the site will be collected by catch basins, conveyed through a storm sewer system, and discharged to the retention basin located at the southwest corner of the property. The retention basin is designed to provide storage for a 100-year storm event in accordance with current Livingston County Drain Commission requirements.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fence will be required around the site. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties drainage will be minimized by matching existing grading at the project boundaries, preserving existing vegetation at the project boundaries, and providing onsite retention of storm water runoff. Soil erosion measures such as silt fence will prevent sediment from eroding off site.



LOCATION MAP

#### FIGURE 2

#### SITE PLAN DEPICTING PROPOSED IMPROVEMENTS

#### NOT TO SCALE



#### FIGURE 3



Map Unit Symbol	Map Unit Name
Сс	Carlisle muck
МоА	Miami loam, 0 to 2 percent slopes
МоВ	Miami loam, 2 to 6 percent slopes
MoD	Miami loam, 12 to 18 percent slopes
Pc	Pewamo clay loam
SvB	Spinks-Oakville loamy sands, 0 to 6 percent slopes

#### SOILS MAP

NOT TO SCALE

RECEIVED

February 21, 2020

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FEB **0 2** 2021

Mr. Wayne M. Perry, P.E. DESINE, INC. 2183 Pless Dr Brighton, MI 48114 HARTLAND TOWNSHIP

Dear Mr. Perry,

The Livingston County Department of Public Works completed a review of the Hacker Road Development proposed on Hacker Road, north of M-59 in Hartland Township. Based on the plans provided to our office, the developer, Mr. Rotondo, is proposing 55 residential homes that would connect to the Livingston Regional Sanitary System (LRSS) through the existing M-59 West Pump Station.

Other developments that currently connect to the M-59 West Pump Station include the Venture Church and Walnut Ridge, which are part of the existing sewer district. The Hacker Road development is not part of the existing sewer district. Therefore, a capacity evaluation was completed in order to assess impacts to the pump station and receiving sewers.

The results of the capacity evaluation demonstrate that the existing pump station does not have adequate capacity to take on the additional flow from the 55 homes. Consequently, the pumps will need to be replaced with Flygt Model NP3153.095-464. Kennedy Industries has provided a quote in the amount of \$44,900, which includes the purchase of two pumps. Installation will be an additional cost, for which we are still awaiting pricing. Since the upgrades are needed exclusively to accommodate the needs of this development, the developer will be required to pay for the upgrades.

Please note that the lead time for the pumps is 8-10 weeks. Livingston County can place the order for the pumps upon written notice from the developer agreeing to pay the costs prior to installation.

Please contact me if you have any questions.

Sincerely,

Michelle LaPose

Michelle M. LaRose, P.E. Deputy Drain Commissioner

#### **Livingston County Road Commission**

3535 Grand Oaks Drive • Howell, Michigan 48843-8575 Telephone: (517) 546-4250 • Facsimile: (517) 546-9628 Internet Address: www.livingstonroads.org

September 29, 2020

Wayne Perry, P.E. Desine, Inc. 2183 Pless Drive Brighton, MI 48114

Re: Bellavista Drive, Villas of Hartland, Hartland Township, Section 19 LCRC# P-20-03

Dear Mr. Perry:

I have completed the review of the plans for a private road approach and improvements to Hacker Road, dated September 1, 2020, for the above-referenced project and offer the following comments.

- A contractor needs to be selected and the selected contractor must submit a certificate of insurance to the LCRC with the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties with respects to General Liability." Please note this is not required for plan approval.
- 2. The road names "Bellavista" and "Villa" are names of existing roads in Livingston County. Per the Livingston County addressing ordinance, duplicate road names within the county will not be approved. Please submit new road names for review and approval. Morelli Court is approved and has been reserved for this development.
- 3. Please verify sight distance can be obtained at the approach, looking to the south, at 15 feet off the proposed edge line of Hacker Road.
- 4. The deceleration taper should be 100 feet long to meet our standard requirement.
- 5. Proposed grades will be needed on the plan at the new back of curb along the acceleration taper, deceleration taper, right turn lane, radii of the approach, on the west side of Hacker Road and along the taper from the new pavement section to the existing gravel section.
- 6. Existing grades on the west side of Hacker Road within the project limits should be shown on the plans.
- 7. The limits of grading for the improvements to Hacker Road should be shown on the plans. Also, any trees that need to be removed and any mailboxes that need to be relocated will need to be identified.
- 8. The proposed type of MDOT curb should be identified on the plans and the detail should be included on the plans. The LCRC also requires edge drain to be installed under the curb within the Hacker Road right-of-way.

Bellavista Dr Villas of Hartland September 29, 2020 Page 2

- 9. A soil erosion and sedimentation control plan will need to be included in the plan set.
- 10. Please provide a pavement striping plan for the improvements to Hacker Road.
- 11. Any existing traffic control signs that need to be removed and/or relocated for the improvements to Hacker Road will need to be called out on the plans. A note should also be included on the plans indicating the removal or relocation of those signs need to be coordinated with the road commission.

Please submit two (2) copies of revised plans for review. If you have any questions, please do not hesitate to contact me.

Sincerely,

Kun Hiller

Kim Hiller, P.E. Utilities and Permits Engineer

Cc: File

Troy Langer, HartlandTownship (via email) Ken Recker, Livingston County Drain Commissioner's Office (via email)

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## LIVINGSTON COUNTY ROAD COMMISSION LAND SPLIT / SIGHT DISTANCE REVIEW

### \*\*Note: This is not a driveway permit\*\*

**Recommended for Approval:** 

No

Date of Review: 11/17/2021

# Review Number 2109-010

# **Property Owner and Applicant Information**

		Development: Village of Hartland	Development:	Commercial	Approach Type: Commercial
East	Side of Street: East	Hacker Road	Section 19 Roadway On: Hacker Road		Township: Hartland
					Location
	Applicant Phone: (810) 227-9533	Applicant P			
	City, State: Brighton MI, 48114	City,State:		(248) 474-0707	Day Phone:
	2183 Pless Drive	Address:	MI 48336	City, State, ZIP: Farmington Hills, MI 48336	City, State, ZIP:
	Company: Desine Inc.	Company:		20771 Randall	Street Address: 20771 Randall
		Applicant:	G	Hacker Road LLC	Owner:
		1:			

## Speed Limit (if posted): 45

Speed Factors (if any): Unposted Gravel Road

Sonny Newton

Inspector:

## Comments:

Inspector: An emergency access drive could be permitted once a clear vision area is established. There are some small trees to the north that need to be removed.

Emergency Access	Parcel	Field Measurements: Location of existing property corners from nearest crossroad: 900 and 1750 feet North of M-59
900 1750 1500	Prop/Emnt Corners	Location of existin
1500	Access Point(s)	ng property corne
725	Sight Distance Req. Std Min	ers from neare
500	nce Req. Min	st crossr
725 North	Sight Distance Measured	oad: 900 and 1
725 South	e Measured	750 feet North o
Yes	S.D. Comply	f M-59
S	CVA Comply	
No	Neighbor Consent	
No	Approve	



#### LIVINGSTON COUNTY ROAD COMMISSION LAND SPLIT / SIGHT DISTANCE REVIEW

#### \*\*NOTE: THIS IS NOT A DRIVEWAY PERMIT\*\*

#### Review Number 2209-001

#### **Property Owner and Applicant Information**

Owner:Hacker Road LLCStreet Address:20771 RandallCity, State, ZIP:Farmington Hills, MI 48336Day Phone:(248) 474-0707

Applicant:Company:Desine Inc.Address:2183 Pless DriveCity,State:Brighton MI, 48114Applicant Phone:(810) 227-9533

Street: East

#### Location

Township: Hartland Se	ection 19	Roadway On:	Hacker Road	Side of a
Approach Type: Private Roa	d	Development:	Village of Hartland	
Speed Limit (if posted): 45	Speed	Factors (if any):	Unposted Gravel Road	

#### Comments:

A private road approach could be located at the staked location. The clear vision area will need to be established during the construction of the private road approach. A private road approach permit will be required. See the LCRC's driveway standards for further information.

#### Inspector: Vur H

#### Field Measurements: Location of existing property corners from nearest crossroad: 900 and 1750 feet North of M-59

Parcel	Prop/Emnt Corners	Access Point(s)	Sight Dist Std	ance Req. Min	Sight Distan	ce Measured	S.D. Comply	CVA Comply	Neighbor Consent	Approve
Private Road	900 1750	1140	725	500	725 North	725 South	Yes	No	No	Yes

\*\* This review is based on the survey/sketch provided to us at the time of application or during the review process. Any changes to property lines or driveway locations after the date of this review will void the review and may prevent approval or permits for any future driveway approaches.

#### HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED REGULAR MEETING MINUTES

#### March 11, 2021 – 7:00 p.m.

#### This meeting was held via video conference in compliance with the Department of Health and Human Resources Emergency Order of February 4, 2021 under MCL 333.2253

#### 1. <u>Call to Order:</u> Chair Fox called the meeting to order at approximately 7:05 p.m.

#### 2. <u>Pledge of Allegiance:</u>

#### 3. <u>Roll Call and Recognition of Visitors:</u>

Present – Commissioners Fox (via video from Hartland Township, MI), Grissim (Hartland Township, MI), LaRose (Hartland Township, MI), McMullen (Hartland Township, MI), Murphy (Hartland Township, MI)

Absent - Commissioners Mitchell, Voight

#### 4. <u>Approval of the Agenda:</u>

A Motion to approve the March 11, 2021 Planning Commission Regular Meeting Agenda was made by Commissioner LaRose and seconded by Commissioner Murphy. Motion carried unanimously.

#### 5. <u>Approval of the Minutes:</u>

unanimously.

 Planning Commission Minutes of February 11, 2021
 A Motion to approve the February 11, 2021 Planning Commission Meeting Minutes was made by Commissioner LaRose and seconded by Commissioner Grissim. Motion carried

6. <u>Call to Public:</u> None

None

#### 7. Public Hearing:

a. Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – Preliminary Site Plan. A request for Preliminary Planned Development approval for a 55unit residential development on two parcels; 4708-19-300-013 and 4708-19-300-014, totaling approximately 24.51 acres, in Section 19 of the Township.

Chair Fox explained the Public Hearing process.

#### Chair Fox opened the Public Hearing at 7:11 PM stating all noticing requirements have been met.

Director Langer summarized the request, location and process stating the following:

- Located north of M-59 and east of Hacker Road.
- Planned Development (PD) is a three-step process: Concept, Preliminary and Final. Each review is before both the Planning Commission and the Township Board.
- Tonight, is the Preliminary phase which requires a Public Hearing.

Wayne Perry of Desine, Inc. representing the Applicant, Joe Rotondo stated the following:

- Development is at the Preliminary stage.
- Currently proposed as a 55-unit condominium development with private roads, a gated community.
- Mr. Rotundo feels this provides a style of ownership that is desired by buyers in today's market.
- High quality single-family homes without large lawn areas.

Chair Fox confirmed that all of the written communications will be included in the record of this meeting.

#### Call to Public

- Henry Nykiel, N Hacker Road, Oceola Township; commented on some experiencing lack of connectivity for the meeting.
- Roger Myers, Attorney representing Walnut Ridge Homeowner's Association, Michigan Avenue, Howell; stated the following:
  - Concerns about connecting road and unrestricted gate to private roads within Walnut Ridge.
  - Walnut Ridge HOA will not grant ingress-egress access per Condition #6 of the proposed resolution.
  - Would prefer a restricted gate with unpaved emergency access connecting the two developments.
- Jim Jablonski, N Hacker Road, Oceola Township; expressed concerns about runoff negatively impacting existing wetlands and ponds. Would like the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) to review the project.
- Henry Nykiel, N Hacker Road, Oceola Township; expressed concerns with [unintelligible] runoff negatively impacting existing wetlands and ponds and would like the developer to test the pond water, future flooding, and increased traffic.
- James Quigley, Hacker Road, Hartland Township; expressed concerns about the safety of foot traffic on Hacker Road, increased vehicle traffic, and increased trespass onto his property.
- Derek Niederquell, Walnut View Drive, Hartland Township; concerned about increased traffic due to connecting road.
- Sue LaRoy, Walnut View Drive, Hartland Township; concerned about increased traffic and safety due to connecting road.
- Joe Napieralski, Walnut View Drive, Hartland Township; agrees with previous comments, has concerns about connecting road (annex), speeding traffic, about not being able to have their concerns heard by the neighboring HOA, construction traffic in Walnut Ridge, and wear and tear on the existing roads.
- Dennis Pate, Walnut Ridge HOA President, Walnut View Drive, Hartland Township; his members are concerned about traffic and safety, tired of construction and all that comes with it, maintenance of the private road, opposed to connecting road.
- Steven Cotter, N Hacker Road, Oceola Township stated the following:
  - $\circ$   $\,$  Feels this development is not compatible with the intent of the zoning.
  - Concerned about construction noise, increased traffic, light pollution, runoff into ponds and wetlands.
  - Request the Planning Commission require a buffer with a berm and evergreens, consider relocating the entrance farther to the south.

- Courtney Samson, Walnut View Drive, Hartland Township; concerned about safety and traffic.
- Gary LaRoy, Walnut View Drive, Hartland Township; concerned about traffic and safety as their development has sidewalks on one side of the street only.
- Aaron Harkness, Torrey Pine Court, Hartland Township; oppose the connecting road, concerned about traffic and safety.
- Chris Lucier, Walnut View Drive, Hartland Township; concerned about traffic, safety and preserving the family-friendly character of their development.

#### Chair Fox closed the Public Hearing at 7:59 PM

Chair Fox referred to the staff memorandum dated March 4, 2021.

#### **Eligibility Criteria (Section 3.1.18.B.)**

**1. Recognizable Benefits.** *The planned development shall result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning.* 

The applicant outlined the community benefits that the Villas of Hartland PD will provide as listed below:

- Preservation of natural features as open space areas.
- Provision of a low to no maintenance community that is in demand in Hartland Township by professionals and senior citizens.
- Luxury homes comprised of high-quality materials.
- Residents of the development may provide an increase in utilization of local businesses as they engage in the Hartland community.
- Provision of vehicular and pedestrian connections to the adjacent residential development, Walnut Ridge Estates PD, plus sidewalks are provided within the Villas development.
- Extension of municipal sanitary sewer and water service to accommodate the proposed development, built to the Township and County standards.
- 2. Minimum Size. *Planned Developments must be a minimum of 20 acres of contiguous land.*

The proposed project is approximately 24.51 acres in size, thus complying with the minimum size requirement.

- **3.** Use of Public Services. The proposed type and density of use shall not result in an unreasonable increase in the use of public services, facilities and utilities, and shall not place an unreasonable burden upon the subject site, surrounding land, property owners and occupants, or the natural environment.
  - Review letter from Livingston County Road Commission (LCRC), dated September 29, 2020, outlines their comments and lists the required modifications to the proposed plans.
  - Hartland DPW will manage a water capacity study for the total fifty-five (55) units (earlier modeling was based on forty (40) units.)

- Developer will be required to upgrade the existing pump station with the purchase and installation of two new (2) pumps to provide the additional sewer capacity.
- Director Langer stated the following about Traffic:
  - It is anticipated development will not rise to the level of requiring a Traffic Study with the recent addition of a traffic signal at Hacker Road and Highland Road.
  - When Walnut Ridge was originally proposed, the two developers discussed the connection between the two developments and planned for it.
  - Concept was to have a connection to Hacker Road where a signal would eventually be installed at M-59 allowing the residents of Walnut Ridge the ability to make a safe and efficient left turn with the aid of a traffic light during peak times of traffic on M-59.
- 4. Compatibility with Comprehensive Plan. The proposed development shall not have an adverse impact upon the Comprehensive Plan for the Township. Notwithstanding this requirement, the Township may approve a Planned Development proposal that includes uses which are not called for on the Future Land Use Map, provided that the Planning Commission and Township Board determine that such a deviation from the Future Land Use Map is justified in light of the current planning and development objectives of the Township.

Chair Fox stated this development shall not have an adverse impact on the Comprehensive Plan; this will be discussed in detail later in the meeting.

**5.** Unified Control. *The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project, or assuring completion of the project, in conformity with the Ordinance.* 

The applicant has provided a copy of the Warranty Deed which shows the sole ownership of the subject property (two parcels) is under Hacker Road, LLC.

#### Planned Development Design Standards (Section 3.1.18.C.)

**1. Permitted Uses.** *The predominant use on the site shall be consistent with the uses specified for the parcel on the Township's Comprehensive Plan for Future Land Uses.* 

Chair Fox stated the following:

- Single-family residential is compatible with the Comprehensive Plan and would be permitted.
- Fairly consistent with other Medium Suburban Density Residential (MSDR) developments in the area such as Walnut Ridge Estates PD, Hartland Estates, San Marino Estates, Meadow View Estates, Fiddler Grove, and Autumn Woods.
- **2.** Residential Density. *Residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan.*

Director Langer stated the following:

- Preliminary Plan proposes a density of 2.24 dwelling units per acre exceeds the density allowed for in the MSDR, density of 1 to 2 dwelling units per acre.
- Planned Development process allows the applicant to seek up to a forty percent (40%) bonus density.
- Without the bonus density, forty-nine (49) dwelling units would be allowed.
- With the maximum bonus density, sixty-nine (69) dwelling units could be allowed.
- Proposed development has fifty-five (55) dwelling units; consideration of a density bonus is applicable.
- Planning Commission, and ultimately the Township Board, must decide if the project meets the requirements for the density bonus.
- If the density bonus is awarded, this development will be consistent with the Future Land Use Map (FLUM). If not, it would then be inconsistent with the FLUM.
- More information in the staff report for historical reference.

Commissioner LaRose expressed the following concerns:

- Density bonus is being considered but a waiver for some Landscaping requirements has been requested.
- Trying to understand the grading plan and proposed drainage, unsure if greater density can be accommodated.
- Building envelopes shown are pretty close together compared to what the Zoning Ordinance generally allows.

The Applicant stated the following:

- Building envelopes being proposed rather than lots.
- Various house designs provided which are all smaller than the building envelopes.
- Everything related to the residence must be constructed within the envelope depicted.
- Envelope will not be filled completely but decks and porches must be contained within that area.
- Envelope approach allows for some flexibility rather than proposing a specific footprint.
- Separation between units will not be less than what is depicted but probably more based on the house sizes provided.
- Conventional drainage is planned as the site is regraded, front to the road, back toward the rear.
- Not requesting a reduction in Landscaping but rather a modification which is up to the Planning Commission; change in percentage of deciduous trees to evergreen. They feel it is a better mix, but if the Planning Commission does not agree, they will comply.
- Feels the street trees cannot be placed in the location the Zoning Ordinance requires.

Commissioner LaRose asked if there is anything in the by-laws requiring a certain distance between the houses. The Applicant replied there are no setbacks but the minimum distance between building envelopes is fourteen (14) feet. Chair Fox asked the Applicant to confirm the house designs proposed do not fill the building envelopes left to right. The Applicant concurred.

**3. Design Details.** *The applicant shall prepare a detailed description of design details to be implemented in the proposed planned development, to be presented in a Pattern Book.* 

Chair Fox stated the Applicant has provided three (3) elevation plans giving some direction as to the look of this development. Mr. Rotondo also built Hartland Estates, a neighboring development to the east. The quality of that development speaks to what is being proposed here.

#### 4. Minimum Yard Requirements.

Chair Fox stated the following:

- Setback from Hacker Road is 125 feet exceeding the standard of 50 feet.
- Along the perimeter the standard is 40 feet; proposed is 50.4 feet (east) 41.0 feet. (north) 44.3 feet (south).
- Along an internal collector or local road 40 feet is required; 23.5 feet is the proposed setback from private road as measured to closest point of unit envelope

Commissioner Murphy asked the Applicant if any elements can exceed the building envelope. The Applicant stated the driveway, and sidewalks only. Commissioner Murphy asked if any elevated building materials could extend outside of the envelope. The Applicant stated if it is a deck or any other part of the house, it cannot extend outside of the building envelope.

Commissioner Murphy asked if there is enough room to walk around an average sized or larger vehicle parked in the driveway without covering the sidewalk. The Applicant stated they believe there is enough room.

Commissioner Murphy asked if sidewalks are planned for both sides of the street. The Applicant affirmed they are.

**5.** Distances Between Buildings. Spacing requirements for buildings in a planned development are outlined in Section 3.1.18.C.vi.b. Any detached single-family structure shall be located at least thirty (30) feet from any other detached single-family structure and shall provide a minimum side yard of fifteen (15) feet on both sides.

The Planning Commission briefly discussed the possibility of two houses being 14 feet apart if pushed to the extreme edges of the envelopes.

**6.** Building Height. *No building in a planned development shall be greater than thirty-five (35) feet in height.* 

Chair Fox stated with two-stories they will meet the height limitation.

#### 7. Landscaping.

Chair Fox stated the Landscaping would be discussed in depth later in the meeting.

**8. Open Space.** *Open space shall be provided to complement and accentuate the high-quality design of the proposed planned development. At minimum the planned development shall provide open space consistent with the previous zoning designation for the site.* 

Director Langer stated the following:

- Two separate Ordinances apply:
  - Section 3.1.18.C.vi.f. CA Conservation Agriculture requires 85% but is more for traditional developments
  - Section 3.15 Residential Condominium Developments requires 25% with 10% usable open space
  - Proposed is 42% open space and 15.3% usable open space.
- **9.** Natural Features. Consistent with the stated intentions for creation of these regulation, the preservation of the natural features of the Township are an important planning consideration. A PD proposal must consider the natural topography and geologic features, scenic vistas, trees and other vegetation and natural drainage patterns that exist on the site and propose a development pattern which preserves and avoids disruption of those natural features as much as possible.

Director Langer stated the following:

- Two types of wetlands present on the site: regulated and nonregulated.
- Only the Michigan Department of Environment, Great Lakes and Energy (EGLE) can determine if a wetland is regulated or nonregulated.
- Several are present on the site.
- Applicant intends to fill some and not others.
- Off-site wetland in the vicinity of the connection road would be partially filled.
- Tree Inventory indicates the Applicant intends to keep some existing trees on the exterior portions of the site as part of the required screening as well as others throughout the site.

Commissioner LaRose expressed concern with proposed walkouts in the vicinity of wetlands.

**10. Sidewalks and Pedestrian Access.** *The applicant must demonstrate the PD site and all uses within the site will be connected to any existing pedestrian and nonmotorized vehicle paths and trails within a public right-of-way or easement open to the public.* 

Chair Fox stated a five-foot-wide sidewalk is shown on both sides of the street and a sidewalk on the north side of the future road will connect Walnut Ridge Estates and The Villas of Hartland.

#### **Requirements for Preliminary Review (Section 3.1.18.E.ii)**

#### 1. Stormwater and Drainage Systems.

Commissioner LaRose expressed the following concerns:

- Wetland areas could cause potential flooding.
- Drainage between the homes.
- Wetland across Hacker Road.
- One retention basin soil boring started at 14.5 feet, what kind of soils were present in those 14.5 feet, only the last 1.5 feet was sandy soils. Unsure if the retention basin will work as designed. Needs more review.

- Not opposed to the development but not yet comfortable with the information and reviews provided.
- Potential impact of water downstream, it appears the pond does not have much room for additional water.

The Applicant stated the reason they proposed a retention basin rather than a detention basin was specifically to avoid any downstream impacts. The basin is designed in accordance with Livingston County Drain Commission specifications. It holds a 100-year storm, has an excess of three feet of freeboard and will hold at least two 100-year storms prior to any potential failure occurring. The soils are clay on top with sand underneath. All the way to the east to Hartland Estates there is sand underneath the clay. The soil borings confirm an extensive layer of sand capable of handing the run-off. Additionally, the Drain Commissioner now requires they create an infiltration chamber system at the bottom of the basin in the sand so even if the native sands at the bottom of the basin begin to plug off, the retention basin does not fail from an infiltration standpoint, the basin will continue to function.

Director Langer asked the Applicant about the overflow or outlet on the site plan towards Hacker Road and how that might work. The Applicant replied that is a requirement of the Livingston County Drain Code for any stormwater management system, retention or detention basin, you are required to provide an emergency overflow that would function should it ever need to. Normally in a detention basin situation, there is a significant possibility they could be put into use as detention basins do not have infiltration capability, that is why they have an outlet. They are designed to handle one 100-year storm. This retention basin is designed to handle one 100-year storm only to the high level and then there is over another three feet of storage for a second 100-year storm event. With the infiltration chamber system in the bottom, this system is anticipated never to use the required emergency overflow.

#### 2. Fiscal Impacts.

Chair Fox stated the following:

- The Applicant stated the proposed development will bring revenue to the Township via taxes which will also benefit the school district.
- Schools will not be impacted much as it is intended for residents 55 and older.
- As some local residents relocate to this development, other housing will become available also increasing the tax base.
- 3. Other.

#### Internal Vehicular Circulation

Director Langer stated the following:

- Difficult to talk about The Villas without Walnut Ridge Estates
- Walnut Estates is required to have a secondary access due to the number of units.
- Two options were given: an emergency access that would connect to the church in case the main road was blocked, or a connection to the west.
- Two units were reserved for the access; whichever one was used, the other could be converted into another site for a home.

- Timetable in place of six years, if the property was not developed in that time frame, then the site could be used as a home site and the church option would be used.
- Same is true with The Villas; they also need a secondary access.
- Connection will serve both.
- The connection would also serve as a way for Walnut Ridge residents to make a safe left turn onto M-59 during peak traffic using the newly installed signal at Hacker Road.
- Roads for The Villas were designed for traffic calming to reduce speeding.
- Developer for The Villas is proposing a gated community.
- Will open automatically for any vehicle, if there was a loss of power, the gates can be manually opened.
- If gate system were one that would not allow traffic to flow through, consideration should be given to a secondary access for The Villas. The developer chose one that does allow all traffic to pass through.
- Comprehensive Plan states it is best for the community to have interconnectivity between neighborhoods to create better access for emergency vehicles, school buses, and mail carriers.
- Having interconnectivity is generally thought to reduce conflict points with major roadways such as M-59.
- Encourages walkability between subdivisions.
- Gates will act as a speed reducing device but also accomplish interconnectivity.

Char Fox added the following:

- Served on the Planning Commission during the review of Walnut Ridge Estates and can provide some history and context for the connection decision.
- Concept of the connecting road is Walnut Ridge is the benefactor from the traffic safety standpoint.
- Unlikely Villas residents would travel east through Walnut Ridge, other than possible church attendance.
- Safe alternative for teen drivers traveling back to the school complex during peak traffic times on M-59.
- Not stating a position, just sharing information.

#### Landscaping (Section 5.11)

- A. Landscaping of Divider Medians (Sec. 5.11.2.A.vii.)
  - Chair Fox asked if a crossover should be added like Hartland Estates to allow vehicles to turn around and not enter the gate area. The Applicant stated the Hartland Estates gate was originally not intended to open for all vehicles, so the crossover was needed to exit the gate entry area. School buses were not intended to enter the community, so the turnaround had to be large enough to accommodate a school bus. That situation is not present in The Villas of Hartland as the gates are an aesthetic amenity and will open for all vehicles.
- B. Greenbelt Landscaping (Sec. 5.11.2.C.i.)

Commissioner Grissim offered the following comments:

• Hacker Road north of the entrance is an approximate 20-foot-wide gravel road cradled on either side by large mature Hickory and Oak trees which is a huge traffic calming feature.

- Understands the desire to pave the road per Livingston County requirements but now it will be 35 feet wide with acceleration/deceleration lanes making it 47 feet wide in places.
- Due to the water main and utilities, the trees are pushed back to 50 feet making it feel like a highway.
- Going to increase speed, not be as safe, and will not have the feel it has today.
- Would like to see the shade trees as close to the road as they can to minimize the impact and bring back the character that is there today.
- C. Canopy trees along Internal Roadways (Sec. 5.11.2.C.ii.) Commissioner Grissim stated the following:
  - Visited both Walnut Ridge and Hartland Estates.
  - Ordinance requests street trees be within 15 feet of the edge of the road for the same reason, a traffic calming device and to create the street environment.
  - Applicant stated they cannot plant trees over the utilities in the right of way. [Photos of Walnut Ridge and Hartland Estates were compared]
  - Areas with the trees in the right of way create a much better feel to the road; trees farther back feel like a highway and can encourage traffic to go faster.
  - It can be done. Really pushing for those trees to be with 15 feet of the road.

The Applicant stated the following:

- It is the developer's desire to plant the trees between the sidewalk and the edge of the road; unfortunately, the Township Engineering Standards do not allow trees in the public utility easements.
- Caught between the Zoning Ordinance and the Township Engineering Standards.
- Open to do whatever the Planning Commission decides but cannot satisfy all parties involved.

Chair Fox asked what occurs in other communities.

The Applicant stated often sewer is under the pavement, but Hartland does not favor that placement of sanitary sewer. Placement is preferred back of curb, same with water main. Or there are communities that do not restrict the placement of trees within public utilities. There is lots of variability.

Director Langer commented they spoke with the Public Works Director who restated they do not prefer to have trees planted over water or sewer mains, but he did review the depth of the utilities and is willing to work with the Applicant and the Planning Commission to find a place for the trees.

Commissioner Mitchell stated he agrees with Commissioner Grissim and prefers the trees in between the sidewalk and the edge of the road, it is much more pleasant; he hopes they can work with Public Works to find an appropriate location.

Commissioner Murphy stated he too agrees with Commissioner Grissim and appreciates her comments. Whether it is the entrance to Hacker Road or the internal roadway, he agrees with both Commissioners Grissim and Mitchell.

Commissioner LaRose stated the following:

- Opposed to putting trees over the infrastructure.
- More costly to repair.
- People get very attached to trees and object when they are removed for a repair.
- Reason is root systems can cause damage those utilities.
- Her preference would be to avoid the utilities.

Commissioner Grissim disagreed responding with the following:

- Utilities are down quite deep.
- Root systems typically stay within the top three feet; utilities are down about five feet.
- Has not found it to be that expensive to remove a tree to do a repair and it does not happen very often.
- In many different developments there is an understanding if there is a problem, it is a non-issue with the developments she has been involved with.
- Would like to push the same issue along Hacker Road to keep the character.

Bob West, Township Manager commented the following:

- Familiar with Hartland Township Public Works.
- Positioning not only for the water main and sewer main but also for the private infrastructure. Tree roots can grow and damage sidewalks which can cause an issue with replacement and the homeowner.
- Where there is curb and gutter, those can be impacted.
- Root system may not be deep, but the edge drain is also not deep.
- Public Works will work with the Planning Commission and the Applicant but that is the recommendation.

The Planning Commission briefly discussed other communities that have street trees close to the road.

Commissioner McMullen agreed with Commissioner Grissim, she likes the look and has not seen too many issues with street trees and utilities.

Commissioner Murphy asked if items could be adjusted, utilities, sidewalk, to find a compromise, maybe trees that are slower growing with different root structure, to satisfy both departments.

Commissioner Grissim replied there are tree varieties that have more compatible root structures than others. She also commented the distance between the sidewalk and edge of road is ten feet which is much larger than some; usually five feet. Yes, different trees can be utilized, and elements can be moved around.

Chair Fox summarized saying he is hearing the Planning Commission would like to see the trees closer to the street between the sidewalk and the road, there could be a possible tree selection that would minimize impact to utilities and sidewalks.

D. Buffering or Screening (Sec. 5.11.2.G.i.)

Commissioner Grissim stated she believes the screening on the north and south with the existing trees remaining and the supplemental trees as shown should be adequate. The way the retention area is laid out, it should meet the Ordinance.

#### **Street Lighting**

Director Langer asked if the concerns about light trespass to the west are addressed in the Site Plan. Commission Grissim stated yes, there is a long distance, there are only two pole lights near the entrance, the rest are from the residences. She does not feel there will be light trespass; there are no streets lights in this development.

#### Architecture/Building Materials (Sec. 5.24)

Chair Fox stated according to the renderings submitted they look similar to what we have seen before; they seem to be very high quality and nice-looking units. The Planning Commission agreed.

Chair Fox asked if the Applicant had any comments on the consulting review letters. The Applicant had none.

Director Langer stated there is a lot to take in and appreciated participants' patience as well as all the comments shared and submitted. Hopefully, the Township and the Applicant can ultimately reach something that is good for the community.

Chair Fox agreed. He feels they need to send the Applicant back to do a few things.

The Planning Commission briefly discussed the proposed distance from the edge of the right of way to the building envelope. The Planning Commission is satisfied with the distance shown.

Commissioner McMullen stated the following:

- She has a problem with the gates; it is not truly a gated community.
- Gate is not a welcoming factor.
- Perception of not being inclusive to the community.
- Promotes a lack of diversity.
- She does not think that people move to Hartland to be in a gated area, sectioned off from the community.

Commissioner Mitchell stated the following:

- Was not originally in favor of the gates but feels better about them after this discussion.
- Not coded.
- Will visually discourage through traffic.
- Not a safety issue.

Commissioner LaRose restated her concerns about Landscaping that can hopefully be worked out. Also, she would like to see a more detailed review of the stormwater design by Livingston County Drain Commission. She felt the Engineering review was vague and she would like to see a more in-depth review. It can be a pretty substantial change if something has to be redesigned following a drainage review. Chair Fox stated he is not prepared to make a recommendation to the Board tonight. He asked if the Planning Commission is comfortable asking the Applicant to do some of the things requested, Landscaping modification, drainage review.

Commissioner Mitchell stated he would like to see an updated Landscaping Plan showing the trees closer to the road as Commission Grissim has requested.

Commissioner LaRose stated she appreciates the people who spoke this evening about traffic and safety, she has children too and understands their comments. Nevertheless, she feels the connection road is a strong benefit and will be safer from a travel perspective as kids are learning to drive. The design does promote driving slower.

Commissioner Grissim agreed with Commissioner LaRose and the Planning Director. She grew up in a development where the streets were connected, and it still felt like a neighborhood. One of the community goals is to have a walkable and driving network. She wants to encourage the connection.

Commissioner Murphy stated he also agrees. He too was a Planning Commissioner when Walnut Ridge Estates was going through the approval process and recalls the discussion of the connector road being a benefit for those in Walnut Ridge trying to make a left turn during peak traffic, especially for newer drivers. It is a plus for safety. Also, as Commissioner Grissim mentioned, the neighborhood aspect. He feels Commission Grissim painted a good picture of how to use Landscaping to close in the open area of the entrance somewhat. He also would like to see what can be done to get the street trees between the sidewalk and the edge of the road as recommended by Commissioner Grissim.

Director Langer stated since we have asked the Applicant to make some modifications, he would ask the Planning Commissioners to listen to the Public Comment later tonight. Maybe some of the residents did not know the history of the connection road and maybe some will have a rebuttal. He would ask that they keep an open mind. It is a very important topic and worth taking some time to think about.

Commissioner Mitchell stated it should be pointed out that construction traffic will not be passing through Walnut Ridge.

The Applicant stated he had no further comments other than he would appreciate direction from the Planning Commission. There are a number of issues the easiest being placing the street trees on the other side of the sidewalk. Regarding the connection, they need some direction, or they can move forward.

Commissioner Mitchell clarified he is only in favor of the access if it has the electric gates that open up, it should not be a wide-open access.

Chair Fox asked if the Applicant needed any additional clarification. The Applicant stated he understands the Planning Commission position on the access and the rest of the comments they can work through.

Chair Fox stated this item will return to the Planning Commission at a later date, the difference being tonight was a Public Hearing that requires noticing property owners within 300 feet of the proposed project. The next meeting will not be a Public Hearing so there will not be a written notification. Interested residents can access the Hartland Township website and view upcoming agenda items. It will appear as Site Plan Application #20-011 Villas of Hartland

Planned Development (PD) – Preliminary Site Plan. Today was different as it was a Public Hearing. It will take much longer than a week or two to return.

The Planning Commission chose not to make a recommendation on Preliminary Planned Development.

#### 8. Call to Public:

- Joe Napieralski, Walnut View Drive, Hartland Township; appreciated the history, still strongly opposed to the annex. Will follow up with the Homeowners and additional communications. Does not agree with the traffic benefit going all the way down to Hacker Road to make a left turn.
- Henry Nykiel, N Hacker Road, Oceola Township; still very concerned about water running over the road. He believes that eventually the water will reach the overflow. When filling wetlands, the water has to go somewhere. Concerned about the pond. Could be an issue in the future.
- 9. <u>Planner's Report:</u> None
- **10.** <u>Committee Reports:</u> None
- 11. Adjournment:

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously. The meeting was adjourned at approximately 9:50 p.m.

Submitted by,

Kith R. Vinnt

Keith Voight, Planning Commission Secretary

#### HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED MEETING MINUTES

#### May 26, 2022-7:00 PM

#### 1. <u>Call to Order:</u> Chair Fox called the meeting to order at 7:00 p.m.

#### 2. <u>Pledge of Allegiance:</u>

- 3. <u>Roll Call and Recognition of Visitors:</u> Present – Commissioners Fox, Grissim, LaRose, Mayer, McMullen, Mitchell, Murphy Absent – None
- 4. <u>Approval of the Meeting Agenda:</u> A Motion to approve the May 26, 2022 Planning Commission Meeting Agenda was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously.

#### 5. <u>Approval of Meeting Minutes:</u>

- a. Planning Commission Meeting Minutes of April 14, 2022
   A Motion to approve the Meeting Minutes of April 14, 2022 was made by Commissioner
- Grissim and seconded by Commissioner Murphy. Motion carried unanimously.
- 6. <u>Call to the Public:</u> None

#### 7. Public Hearing:

a. Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – REVISED Preliminary Site Plan (PD) – a request for Preliminary Planned Development Site Plan approval for a fifty-seven (57) unit single-family residential site condominium planned development, to be completed in two (2) phases.

#### Chair Fox opened the Public Hearing at 7:03 PM stating all public notice requirements for the Public Hearing have been met.

Director Langer gave an overview of the location and scope of the request stating the following:

- Located east of Hacker Road, north of Highland Road (M-59), and west of the single-family, residential planned development commonly known as Walnut Ridge Estates (Planned Development), and Grumlaw Church (8457 Highland Road).
- Explained the three-step process for a Planned Development (PD); Conceptual, Preliminary, Final. All are heard before both the Planning Commission which makes a recommendation, and the Township Board which makes the final decision.
- In 2019, the Applicant submitted a Concept Plan and in 2020 a Preliminary Plan which did not progress primarily due to the considerable concerns with the connection to Walnut Ridge.
- The Applicant has revised the Preliminary Plan, relocated the secondary access, and this is the review of that submission.
- As the plan was changed, a second Public Hearing is being held to allow residents to participate in the process.

• Changes include requesting 57 units instead of 55, and a secondary emergency access to Hacker Road rather than connecting to Walnut Ridge.

Wayne Perry, Desine Inc., representing the Applicant Joe Rotundo, introduced himself and stated the following:

- Connection to the east was unsuccessful.
- Reconfigured the road by adding a cul-de-sac and secondary access to Hacker Road.
- Revised the stormwater management to accommodate the new design.
- Utility connections to the east are similar but modified to accommodate the new road configuration.
- Proposed entrance is the same.

### Call to the Public:

Henry Nykiel, N Hacker Road, Oceola Township; concerned this project will impact wetlands and his pond; requests removal of drainage pipe. Feels the developer must be responsible for any negative effects caused by water runoff.

Steven Cotter, N Hacker Road, Oceola Township; has concerns about the impact of this development on his property value and enjoyment of his property, construction noise, increased traffic, light pollution, vehicle lights shining into his windows, runoff into his pond and wetlands. He requested the Planning Commission require a buffer with a berm and evergreens; consider requiring the developer to pave Hacker Road farther to the north to the edge of the property to give people along the road some benefit from the project.

Jim Jablonski, N Hacker Road, Oceola Township; expressed concerns about runoff negatively impacting existing wetlands and ponds; concerned about the design of the retention pond and the culvert, believes the water flows east to west and could flood his home and yard; does not feel there are enough outstanding attributes to award the density bonus.

Mike Foley, N Hacker Road, Hartland Township; concerned about density, wildlife, privacy, light pollution, construction noise, regular noise, traffic, Section 8 housing and crime. Would like higher berms, fencing, lower density, a pet waste remediation process, a Home Owners Association (HOA), controlled lighting, and provide entrance or exit onto a road other than Hacker.

William J. Bamber, E Clyde Road, Oceola Township; concerned about water leaving the site, Hacker Road paving, lights from cars exiting the site shining across the road and requested extra screening.

James Quigley, Hacker Road, Hartland Township; expressed concerns about increased vehicle traffic, noise, feels this development is not needed.

### Chair Fox closed the Public Hearing at 7:35 PM

### Requirements for Preliminary Review (Section 3.1.18.E.ii) Stormwater and Drainage Systems.

Director Langer stated the following:

- Stormwater calculations are not typically required at this point in the review; generally, that review happens during the construction phase.
- System is required to meet certain standards; designed to manage two one-hundred year flood events.
- Applicant's engineer has stated they believe the design can meet that standard.
- Township Engineer will review at the construction phase.

Commissioner LaRose expressed concern about the following:

- Requesting bonus density and should offer more recognizable benefits.
- Would like the Impact Assessment to look farther downstream to address where the water would go in an overflow event, current drainage pattern versus future, impact on the pond to the west.
- Understands concerns of the residents.
- Would like to see a soil boring within the proposed detention area.

The Applicant stated the following in response:

- Existing topography shows the property currently drains to the west, under the road, into the pond on the west side of Hacker Road.
- Proposal is not to construct a detention basin, but to construct a retention basin; a retention basin has no outlet, LCDC requirements for this site state it must manage the entire runoff of a two-inch rainfall event and infiltrate it 100% into the ground.
- Typical detention basin requirements are to temporarily hold back water, infiltrate some of that water but most often not, discharge the stormwater downstream onto the neighboring property.
- This basin is a 100% retention basin and does not discharge anything. All of the stormwater from this development, fully developed, infiltrates into the ground.
- Contrary to the previous discussion, the soil boring has been done, they did not have clay, through the clay there is a lot of sand below. This is a very sandy substrate on the bottom, there will be a filtration gallery in the bottom to ensure proper filtration.
- LCDC has also required three feet of additional free-board, additional capacity if it is needed for some larger storm event.
- On top of that, they went even further and added capacity for two back to back 100-year storm events without discharging anything from the property. It all infiltrates into the ground.
- There is zero runoff going toward Hacker Road. Currently, all of the runoff goes toward Hacker Road.
- The emergency overland overflow pipe is a requirement of Livingston County and EGLE. Every stormwater management system in Livingston County, regardless of what it is, is required to provide an emergency overflow. With two 100-year storm event capacity it will never be used, and he, being an engineer, does not say "never" very often.
- This retention pond is so far over designed it exceeds the requirements of both the Township and the County by a factor of two.

Chair Fox stated all projects approved in Hartland must comply with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire

Authority, and all other government agencies, as applicable. If the Township approves a project and it cannot meet the requirements of all of those and other government agencies, it will not happen. The design engineer, the Township Engineer, the County will have to work out any issues prior to construction.

The Applicant stated all of those calculations have been provided in the submitted site plan; they have not been reviewed as it is not the Township Engineer's policy to review drainage calculations at this level of the review process, but they have been provided.

Chair Fox explained the reason the review is not required at this level is it would be a tremendous burden to place an any developer to ask that they cover the expense of such a review before they even know if they have a project.

Commissioner LaRose stated she thinks she has been told she is wrong, but she still has concerns and still feels the project does not meet the requirements for the bonus density.

Commissioner Grissim asked about the list of recognizable benefits; one had to be removed as the connection to the east for vehicles or pedestrians did not happen. She is not seeing items that are recognizable benefits to the community. There are many waivers being requested.

Chair Fox suggested the Planning Commission complete the review of what is there and discuss the 57 units at the end.

### Internal Vehicular Circulation

Director Langer gave an overview of the plan stating the following:

- Pavement of Hacker Road would be extended from the southern property boundary just north of the entrance to the development.
- There is an island and gates are proposed.
- Previously when gates were discussed, they were planned to have an electronic eye system and would automatically open to any approaching vehicle. In the event of a power failure, the gates could be manually opened.
- Inside there are two cul-de-sacs with sidewalks on both sides.
- Fire Department is requesting a key system for the emergency access gates.

### Landscaping

The Planning Commission discussed the following regarding Landscaping:

- Divider median has a variety of elements but there is room for 3 trees to be added before the gates, the rest can be lawn.
- Try to stay as close to the Ordinance as possible.
- When paved with acceleration and deceleration lanes, per the County, strongly recommend keeping as many of the existing trees as possible to calm traffic on Hacker Road and provide the country feel; if the trees are too far away from the road it will feel like a highway.
- Keep the screening on the site.
- Trees cannot be planted in the right-of-way, but they can be retained if existing.

### HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED MEETING MINUTES May 26, 2022 – 7:00 PM

- Right-of -way is approximately forty feet with the water main located within eight to ten feet from the edge.
- Internally the street trees are shown outside the right-of-way near the homes due to the location of the utilities, but the distance between the road and the trees is too great.
- May be possible to plant certain type of tree with a particular root system that could be planted closer to the utilities.
- Concern was expressed that street trees would not be planted until each house is constructed and it would be a challenge to monitor compliance.
- Applicant will put the required trees wherever the Township desires but the Township Street Tree Ordinance requirement conflicts with the Township Design Standards for utilities.

Director Langer suggested to add the street trees as a condition with the caveat the DPW accepts the location.

- Screening works along the property line.
- Additional screening for vehicular lights as a recognizable benefit.
- Trees to remain should be identified and shown on the plans.
- Paving the road to the northern property line would cause several of the existing trees to be removed affecting the character of the road more than is currently proposed.

### Street Lighting

Chair Fox confirmed there are a couple of decorative light fixtures at the entrance which are not fully shielded but that is not a requirement for residential developments.

The Applicant stated they are downward directed with LED lighting which allows for directional design.

### Other

Commissioner Murphy asked about a walkway connected to the development to the east. The Applicant stated there is no pedestrian connection; the lot was used for a building site by Walnut Ridge. The only connection is the two utility easements which are within the setbacks.

Commission McMullen stated she has a problem with the gates; she feels they are exclusionary.

Commissioner Mitchell confirmed that the gates open automatically to any vehicle, so he does not have a problem with the gates. They are a device to slow traffic.

Commissioner Murphy asked if they would stay open during busy times, and he has concerns about the maintenance.

The Planning Commission briefly discussed gates in other developments and if they stay open.

Director Langer pointed out one unit that did not meet the front setback, unit 15 on the cul-de-sac is twelve (12) feet in the front; usually it is 25 feet. The driveway is long enough it is just the way the unit intersects with the configuration of the cul-de-sac. The Planning Commission has the ability to accept this as it is a PD.

### Density

Commissioner Mitchell stated Fiddler Grove is about the same density, they have approved others with a higher density, this is a rural area, he has no problem with the requested density.

Commissioner LaRose stated she does not see the required amenities to warrant giving the density bonus.

Director Langer explained the density bonus option for Planned Developments.

- Future Land Use Map determines the underlying density for a PD; 49 units would be allowed by right, 69 would be allowed with the bonus density, 57 is in between.
- Planning Commission may award a 40% density bonus if the developer offers amenities.
- Amenities proposed include increased open space, 40% rather than 25%; possible screening on the other side of Hacker Road which was mentioned but not agreed to.

Commissioner Murphy stated he does not have a problem with the density. He likes that it is not as dense as Fiddler Grove. Appreciates the sidewalks on both sides of the road.

Chair Fox stated he does not have a problem with the density, there is market for this product. It is good to offer a variety of housing in the community, smaller homes provide an opportunity for existing residents to downsize and remain in the community allowing younger families to move in which helps the schools and keeps the community vibrant. The density is within the realm of other successful projects such as Fiddler Grove. This is just a different type of housing.

Commissioner Grissim stated the following about recognizable benefits:

- Open space, when joined with others, create corridors that support wildlife.
- Low to no maintenance community could be viewed as a benefit when there is a need for that product in the community, but it is also a selling attribute.
- Water and sewer extension is required for the project and not really a recognizable benefit to the community.
- What do we look for as a recognizable benefit for the community? How do we judge?

Commissioner McMullen reiterated she is not comfortable with the higher density.

Director Langer suggested the Planning Commission ask the Applicant is they are willing to add another recognizable benefit or change something that might change the mind of a Planning Commissioner.

The Planning Commission, Applicant and a member of the public discussed light from cars entering or leaving and the actual location of the property in question.

The Applicant agreed to add a second row of trees for screening on the western curve of the proposed Pastir Lane.

Commissioner Mayer asked about the soil balancing on the site and the height of the berm along Hacker Road.

The Applicant replied the site balances completely. The berm at the entrance is approximately four feet; near the retention pond, it is three feet.

Chair Fox suggested the extra screening might be better utilized in the area near the wetland. Trees on the development property is better than having them on the neighbor's property.

Commissioner Mayer asked about the proposed landscaping in between the rear of the units.

The Applicant stated those areas are lawn and usable open space.

Director Langer asked the Planning Commission to keep in mind the houses may not be precisely as shown on the site plan but would be within the building envelopes.

Commissioner Mayer stated the list of recognizable benefits to the community is not impressive. If the Applicant is willing to add the second row of evergreen for additional screening; and, as another benefit, add a variety of trees in the common area, those would be beneficial. The high density is to each his own; some people prefer the higher density and less maintenance.

The Applicant stated they would gladly add a variety of trees in the park area and a second row of pine trees for screening.

Commissioner Mayer stated he thinks that would make the neighbors happier. If the water retention is approved by the engineers and governing agencies as stated, no stormwater is going to leave the retention basin based on it holding two 100-year flood events, and there would be no overflow onto neighboring properties, he could support this project. He was concerned initially that the neighbors would experience flooding; they may even end up in a situation where that pond runs dry. He is not an engineer, but they get a lot of water from that area. If they are willing to add the screening and trees in the common area he will agree to the higher density.

Chair Fox stated they are going to have to meet or exceed the standards. The Applicant stated they do.

The Applicant stated Commissioner Mayer raised a good point; he does not believe in that area of the Township, with what he knows after developing here for thirty-five years, that they are going to run out of water in the existing pond. It sits low enough that he is not worried about it in this location. He does not believe the pond is surface-fed but spring-fed. They will not have an issue of running out of water and this project will eliminate all of the current run-off from this site.

[A brief discussion about the County required drainage pipe occurred between the Applicant and members of the public.]

Chair Fox stated they have to meet or exceed the standards of the Township, and the County; the Township has an engineer, the Applicant has engineers, the County has many engineers. If it does not meet or exceed the standards, it will not happen. It is that simple. He continued the property is listed on the Future Land Use Map for something like this; many do not know the difference between current Zoning and Future Land Use Categories. They are not asking for anything out of the ordinary of what could be. It has been that way for a long time.

Commissioner Mitchell answered an earlier question about Section 8 low income housing by stating the following:

- Average square footage of the single-story houses is 1800 square feet.
- Two-story is 2100 square feet.
- Will be using luxury materials.
- By that you can imagine that would leave out low income type of housing.
- He does not have a concern in that area.

Commissioner Mitchell asked about the traffic calculation.

The Applicant stated for a single-family development, it is approximately ten trips per day per household. There are 57 units planned.

Chair Fox suggested the Planning Commissioners think of a neighborhood they have lived in and image the traffic.

#### **Commissioner Mitchell offered the following Motion:**

Move to recommend approval of Site Plan Application #20-011, the Preliminary Planned Development Site Plan for the Villas of Hartland, subject to the following:

- 1. The Preliminary Planned Development Site Plan for the Villas of Hartland, SP #20-011, is subject to the approval of the Township Board.
- 2. Waiver request for substitution of evergreen trees for 50% of the required canopy trees in the greenbelt area (Hacker Road), is approved.
- **3.** Waiver request to plant street trees within the Unit Envelope, behind the 12-foot-wide public utility easement, is approved.
- 4. Waiver request to use existing deciduous and evergreen trees, in combination with new trees, along the north and south boundaries of the site, to fulfill the screening and buffering requirements of the Ordinance, is approved.
- 5. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated May 19, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
- 6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.

Seconded by Commissioner Murphy. The Seconder proposed the following conditions:

7. The applicant shall install a second row of evergreen trees along Hacker Road between the existing wetland and Hacker Road, to act as a screen.

- 8. The applicant shall install a variety of trees in the open space area south of Pastir Lane and north of Morelli Court.
- 9. The applicant shall identify existing trees along Hacker Road that can be saved and shall make attempts to save those existing trees.

The Maker and Seconder agreed.

<b>RESULT:</b>	RECOMMENDED APPROVAL
<b>MOVER:</b>	Commissioner Mitchell
SECONDER:	Commissioner Murphy
AYES:	Commissioners Fox, Grissim, Mayer, Mitchell, Murphy
NAYS:	Commissioners LaRose, McMullen

#### 8. Call to the Public:

Jim Jablonski, N Hacker Road, Oceola Township; feels the Applicant's dismissal of their stormwater concerns is alarming. The materials contain a letter from Spaulding DeDecker on page 27 that states the ultimate destination for the water is the pond. He also would like the Planning Commission to reconsider what would make the neighbors happy relative to the density; he is here with his neighbors, and no one is happy. Comparing it to Fiddler Grove is not the same thing. It does not belong on Hacker Road. It does not fit.

Henry Nykiel, N Hacker Road, Oceola Township; wants to know if water does leave the property, what can be done. Dams fail all the time, and this is an earthen dam.

Steven Cotter, N Hacker Road, Oceola Township; asked for the four foot berm to be continued to the emergency access, and have the road paved to the emergency access as a benefit since he believes his property value will fall.

Chair Fox thanked the members of the public attending the meeting for taking the time to come and share their views; the Planning Commission does hear the thoughts expressed by the public and those thoughts do have an impact on this and other projects.

9. <u>Planner Report:</u> None

None

### 10. <u>Committee Reports:</u>

None

### 11. <u>Adjournment:</u>

A Motion to adjourn was made by Commissioner Grissim and seconded by Commissioner LaRose. Motion carried unanimously. The meeting was adjourned at approximately 9:07 PM.

### HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED MEETING MINUTES May 26, 2022 – 7:00 PM

Submitted by,

Michelle LaRose

Michelle LaRose Planning Commission Secretary

### Villas of Heartland Meeting May 26 2022 For Public

Record

RECEIVED

### MAY 2 4 2022

My name is Henry Nykiel and I live within 300 feet of the proposed development I have concerns about this development that need to be addressed by the Hartland Township board and the developer Joe Rotundo.

- The Zoning master plan has changed from one house on 2 acres which was the housing till now. The change proposes 2.32 houses on one acre what is the reason for the higher density change tax revenue or more profit for the builder this is not consistent with the current neighborhood.
- 2. Filling in of the wetlands to achieve the 57 home proposal. Wetlands are indispensable and fragile resources that act as filters for the environment plus habitat for the wildlife. I believe that the plan is inconsistent with your Hartland Township 2004 comprehensive plan in the section natural resource conservation and recreation section. There is approximately 1.5 acres of water surface area at unknown depth that will no longer be retained on the property during high water times snowmelt and heavy rain. Which means that less water will be retained because of all the hard surface areas (roads) that will not allow water to be absorbed into the ground but flow to the retention pond along with roof to gutters to the street. Collecting water 226 along with that whatever contaminants it picks up along t

way (salt, calcium chloride, automotive fluids, fertilizers and other unknown contaminants) that will flow through to the retention pond which in the previous proposal there was a fore bay which would have helped some to catch solids but not anything in solution of which will pass on to my neighbors and my property into a regulated wetlands pond. Now that the fore bay has been removed there is more of an increase chance that contaminants would be leaving the development property. In the 40 plus years our houses have been here we have never had any flooding in our houses there's a potential for this if the water is no longer being retained on the development property. What assurances will be in place in case of this happening is Mr. Retondo going to take out flood or water damage insurance on our homes? If Mr. Rotundo decides not to give Mr. Jablonski or Mr. Nykiel a mutually agreed time based assurance protection from flooding or property damage. Then this letter which is entered into public record notifying Mr Joe Rotundo that he will be personally liable for any damages.

- 3. Can the culvert be removed from under Hacker Road that joins our property to the planned development how was this authorized and documented? Can water be retained on the development property?
- 4. The pond is a healthy source of water for the fish mammals reptiles and migratory waterfowl we don't want any foreign contaminants to flow into the pond and change the 227

ecological balance from its current state. The only way to know what the current state is to have the water tested by a reputable company to get a current baseline before construction starts, and continue being testing during construction and tested for an agreed amount of time after the development is completed and fully occupied. This is the responsibility of Mr. Rotundo to protect the environment from the water runoff from the property that he is developing. Also if contamination should happen then Mr. Rotundo will be personally liable for damages cleanup and remediation of any problem.

- 5. Traffic since there will be proposed 57 homes develop that means that approximately 114 vehicles plus coming from the villas of Hartland onto hacker Road. This also will affect the flow of traffic with parishioners to and from Saint John's church as well as existing traffic creating even more congestion. Has there been or going to be a traffic study on this new increase access of vehicles onto Hacker Road ?
- Lighting this is a rural setting and with the subdivision will there be street lights if so they should not be on all night long Grumlaw church has a 10 PM shut down this also should be applied here.

Thank you for consideration and attention I look forward to working with the township on this matter RECEIVED

MAY **2 4** 2022

HARTLAND TOWNSHIP

### **Troy Langer**

From: Sent:	Jim Jablonski <groovinjim@gmail.com> Wednesday, May 25, 2022 4:42 PM</groovinjim@gmail.com>
То:	Troy Langer
Cc:	Robert West; Larry Ciofu; Henry; krecker@livgov.com; wjbamber@oceolatwp.org; whmi@whmi.com
Subject:	Reiteration of concerns regarding Villas of Hartland planned development

Dear Mr. Langer,

Thank you for informing me of the public hearing regarding the revised plan for the Villas of Hartland planned development. I reside at 2345 N. Hacker Road. The parcels of property under proposed development are on the eastern border of my property, separated by Hacker Road.

During the public hearing on 11-March-2021, I raised concerns regarding the upsetting of the natural absorption and distribution of stormwater, and the enhanced risk of flooding my property if the planned development is approved. I provided a diagram showing how excess stormwater occasionally flows from the parcels into a twelve-inch culvert running under Hacker Road, into a seasonal creek that naturally splits my property, then makes its way to a private pond behind my house, owned by Henry Nykiel (my neighbor to the north) and me.

The proposed plan calls for the implementation of storm drains to divert water into a retention basin. This retention basin will be directly across the road from my property and adjacent to the culvert I noted above.

I would like to call attention to *Page 146 - "Emergency Overland Overflow"* in the meeting packet. As I understand it, a provision is built into the plan to allow excess stormwater to flow over the retention basin, into the culvert, and onto my property. Essentially, stormwater management Plan B is to flood my yard, the pond in my backyard, and my basement. (To further understand my concerns, please look at the elevations on *Page 150 – Morelli Court Road and Storm Plan and Profile*.)

The above is confirmed in the PD Site Plan Review completed by Spalding DeDecker and contained within the 26-May-2022 meeting packet on Pages 26-29, where (on Page 27) it is clearly stated "the ultimate outlet of the emergency overflow appears to be an existing body of water located to the west of Hacker Road."

Mr. Langer, what "appears to be an existing body of water" is the pond in my backyard and private property. Using it for an emergency stormwater outlet to enable the Villas of Hartland planned development is unacceptable.

It is my personal view that the Hartland Township Planning Commission has a moral if not a legal obligation to look after your neighbors on Hacker Road by not allowing this plan to proceed, given the imminent flooding concerns resulting from the current storm drainage design.

I concluded my comments at the public hearing on 11-March-2021 with an invitation to walk my property to clearly see my concerns. While to date no one from the Planning Commission took me up on the offer, I extend it again at your convenience.

Respectfully submitted,

Jim Jablonski

(248) 376-0599

May 26, 2022

RECEIVED

MAY 26 2022

### HARTLAND TOWNSHIP

Troy Langer Planning Director, Hartland Township 2655 Clark Road Hartland, MI. 48353

Dear Mr Langer and the Planning Commission,

My name is Steven Cotter and i live at 2255 N. Hacker Road, directly across the street from the Villas of Hartland planned development. My neighbors and my family are some of the people that will be most affected by this development and I would like to go on the record as being strongly against it, as it is now planned. One of the main reasons I purchased my house in this area was due to the zoning being single-family homes with a minimum of 1+ acres of property and the peace and tranquility that came along with that. I believe this planned development is contrary to the original intent of this area and is very upsetting to me personally.

Additionally, I am against this planned development for these reasons which are very concerning to me:

- 1. The real and negative impact of our property/home values.
- 2. The substantially increased amount of traffic to the area.
- 3. The sheer density of this planned development.
- 4. The light pollution that will take place due to the street lighting and the number of vehicle lights driving in and out of the development and the fact that my living room and second-story bedrooms are directly across the street.
- 5. The destruction of one small natural wetland area that are used by water fowl and other wildlife in the area.
- 6. The negative impact that runoff from this development may have on the natural pond that is behind and adjacent to my house.

Again, I am strongly against this planned development and the many negative affects it will have on my neighbors, myself and the environment for many years to come.

Please see page 2

If this planned development is approved, I hope you will have some empathy and consideration for myself and my neighbors who will be enduring the impact of this development. I strongly request and hope you will seriously consider these two changes to the plan:

- 1. Require a buffer between the planned development and Hacker Road to include a natural/ green area with multiple rows of large evergreen trees. This will act as a buffer from the light Pollution and noise that will be generated from this development and intruding into our homes.
- 2. Require lengthening the paving requirement of N. Hacker Rd. further north. I believe the paving should extend at least to the emergency entrance road, preferably to the end of the development property line. If this change is made the people most impacted by this development and would at least see some benefit.

These two changes would greatly help preserve our quality of life and the peace and tranquility we have enjoyed and had expected to enjoy for many years. These changes would also help offset the negative impact this development will have on our property/home values.

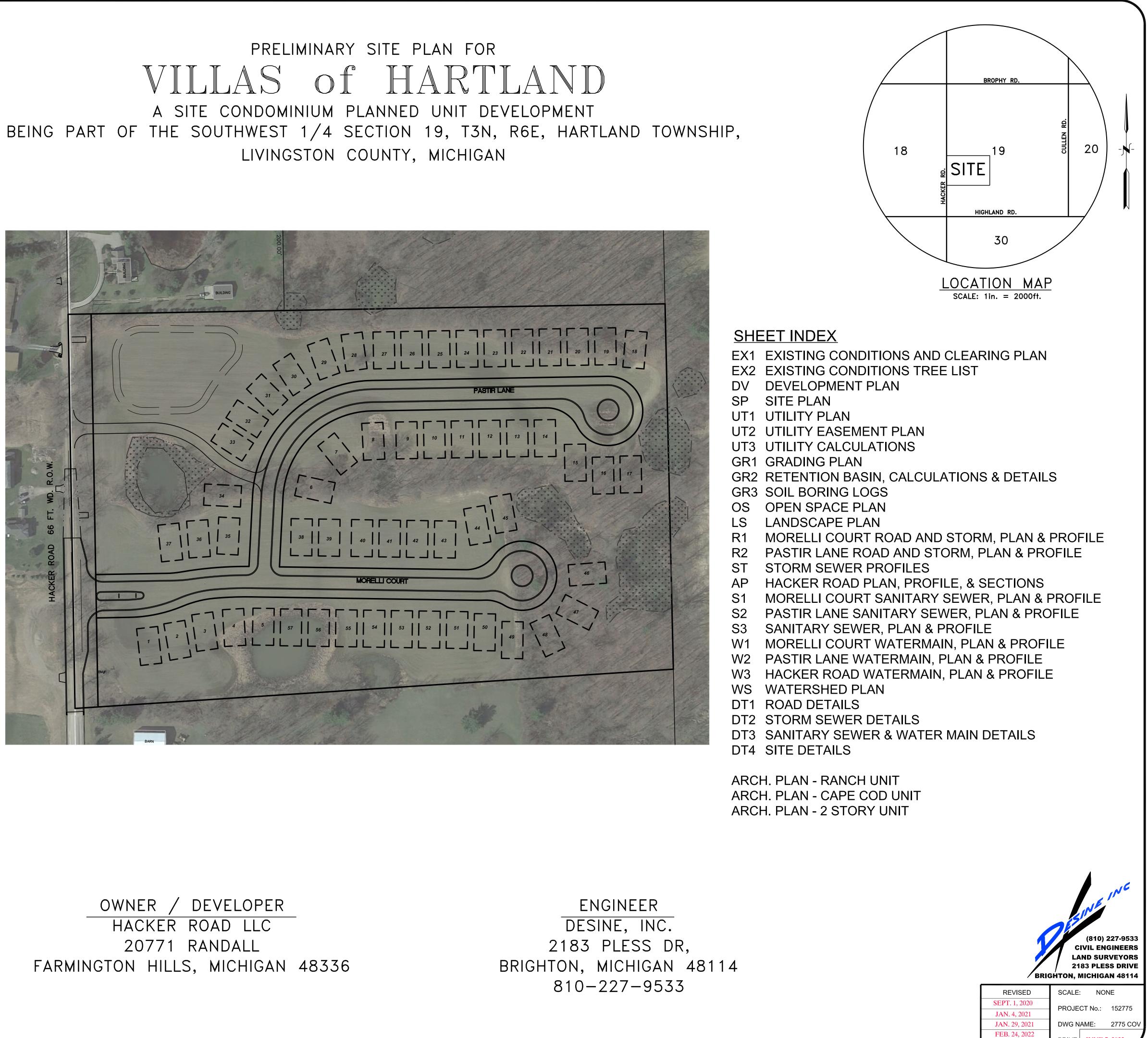
I know part of being on the planning commission is to look out for and help people that are impacted by development and I would like to thank you very much for your time and consideration in this matter.

Sincerely,

 $\sim$ 

Steven Cotter

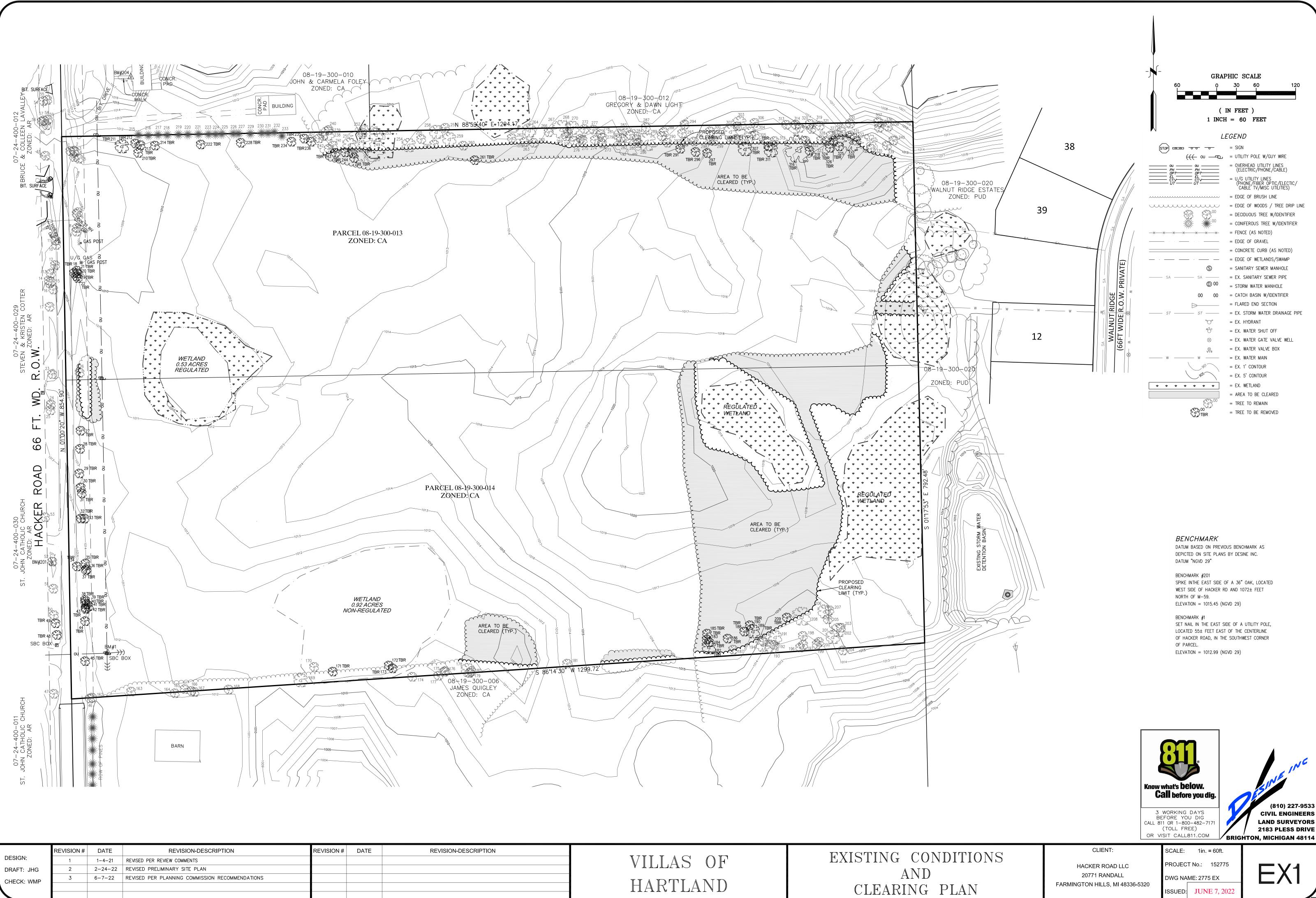
# PRELIMINARY SITE PLAN FOR VILLAS OF HARTLAND A SITE CONDOMINIUM PLANNED UNIT DEVELOPMENT LIVINGSTON COUNTY, MICHIGAN



### PARCELS 08-19-300-013 AND 18-19-300-014 (Part of Certified Land Survey, As Recorded In Liber 1970, Page 850, Livingston County Records)

Commencing at the West 1/4 Corner of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence S 01°00'20" E 165.05 feet along the West line of Section 19 and the centerline of Hacker to the East 1/4 Corner of Section 24, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan; thence continuing S 01°00'20" E 851.08 feet along said Section line and centerline to the PLACE OF BEGINNING; thence N 88°59'40" E 1294.14 feet; thence S 01°17'53" E 792.48 feet along the East line of the West 1/2 of the Southwest fractional 1/4 of Section 19 (as previously surveyed); thence S 86°14'30" W 1299.72 feet; thence N 01°00'20" W 854.89 feet along said West line and centerline to the Place of Beginning. Being a part of the Southwest 1/4 of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 24.51 acres of land, more or less. Being subject to the rights of the public over the Westerly 33.00 feet thereof, as occupied by Hacker Road, also subject to easements and restrictions of record, if any.

PRINT: JUNE 7, 2022



REVISION-DESCRIPTION	VILLAS OF HARTLAND	EXISTING A CLEARII

	SCHEDULE
No.	DESCRIPTION
1	OAK 14"
2	ELM 12"
3	OAK 30"
4	OAK 36"
5	OAK 15"
6	ELM 12"
7	ELM 12"
8	HICKORY 18"
	HICKORY 12"
10	OAK 12"
11	
12	OAK 40"
	CHERRY 18"
14	CHERRY 18"
15	OAK 15"
16	OAK 12"
17	OAK 15"
18	HICKORY 15"
19	HICKORY 6"
20	HICKORY 6"
21	HICKORY 6"
	OAK 18"
	OAK 40"
	OAK 15"
	OAK 36"
	HICKORY 24"
27	OAK 30"
28	
	HICKORY 8"
30	HICKORY 12"
31	HICKORY 36"
32	
33	
	OAK 15"
	OAK 30"
36	COTTONWOOD 10"
37	
30	COTTONWOOD 8" COTTONWOOD 8"
	COTTONWOOD 8"
40	COTTONWOOD 8"
	COTTONWOOD 8"
42	COTTONWOOD 8 COTTONWOOD 8"
43	
	OAK 40"
45	CHERRY 36"
40	
48	
49	
+9 50	OAK 18"
50	

	<b>REVISION</b> #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	
SIGN:	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
AFT: JHG						
ECK: WMP						

ILE		SCHEDULE
	No.	DESCRIPTION
	51	OAK 24"
	52	OAK 36"
	53	OAK 10"
	54	OAK 12"
	55	OAK 12" TRI
	56	OAK 22"
	57	COTTONWOOD 14"
	58	COTTONWOOD 14"
	59	OAK 8"
		COTTONWOOD 14"
	61	OAK 7"
		HICKORY 24"
		MAPLE 24"
		COTTON 8"
		COTTON 6"
		BOXELDER 7"
		BOXELDER 6"
		BOXELDER 7"
		BOXELDER 8" TRI
		ELM 14"
		MAPLE 6"
		BOXELDER 6"
		BOXELDER 9"
		BOXELDER 8"
		CHERRY 12" TWIN BOXELDER 7"
		ELM 11"
		CHERRY 13" TWIN
		CHERRY 16"
		CHERRY 12"
		BOXELDER 6"
		OAK 12"
		CHERRY 14"
		CHERRY 10"
		CHERRY 6"
10"		BOXELDER 8" TWIN
8"		APPLE 7"
8"		CHERRY 8"
8"		CHERRY 10"
8"		OAK 17"
8"		OAK 12"
8"		OAK 18"
8"		OAK 8"
40"		OAK 14"
rυ		OAK 18"
		APPLE 6"
		ELM 6"
		OAK 9"
		OAK 17"

TREE SCHEDULE No. DESCRIPTION 199 ELM 7" 200 ELM 9" 201 OAK 18" 202 OAK 16" 203 OAK 9" 204 ELM 6" 205 CHERRY 6" 206 MAPLE 14" 207 CHERRY 9" 208 MAPLE 24" 209 ELM 11" 210 BIRCH 11" TWIN 211 OAK 16" TRI 212 ELM 6" 213 OAK 12" 214 OAK 7"TWIN 215 PINE 6" 216 PINE 7" 217 PINE 8" 218 PINE 12" 219 PINE 6" 220 PINE 6"

TREE SCHEDULE No. DESCRIPTION 221 PINE 6" 222 ELM 8" TWIN 223 PINE 7" 224 PINE 9" 225 PINE 7" 226 PINE 8" 227 PINE 6" 228 ELM 11" TWIN 229 PINE 8" 230 PINE 7" 231 PINE 8" 232 PINE 8" 233 PINE 6" 234 BOX 8" 235 HICKORY 7" TWIN 236 OAK 12" 237 OAK 9" 238 CHERRY 10" 239 OAK 18" 240 HICKORY 7" 241 OAK 12" 242 OAK 11" 243 HICKORY 11" 244 OAK 11" 245 OAK 16" 247 OAK 8" 248 OAK 8" 249 OAK 50" MULTI 251 DEAD 16" TWN 252 OAK 9" 253 OAK 15" 254 OAK 16" 255 HICKORY 9" 256 OAK 7" 257 OAK 6" 258 HICKORY 16" 259 HICKORY 14" TWIN 260 ELM 10" 261 ELM 8" 262 BOX ELDER 13" 263 OAK 8" 264 HICKORY 18" TWIN 265 OAK 12" 266 HICKORY 12" TWIN 267 OAK 22" TWIN 268 HICKORY 13" TRI 269 OAK 9" 270 HICKORY 14" TWIN 271 OAK 10" 272 HICKORY 14" TWIN 273 OAK 12" TRI 274 OAK 13" 275 OAK 8" 276 OAK 6" 277 OAK 10" TWIN 278 OAK 12" TWIN 279 OAK 12" TWIN 280 ELM 10" TWIN 281 HICKORY 15" TWIN

TREE SCHEDULE No. DESCRIPTION 282 OAK 36" 283 HICKORY 7" 284 HICKORY 12" 285 OAK 12" 286 OAK 28" TWIN 287 HICKORY 7" 288 OAK 16" 289 HICKORY 6" 290 HICKORY 14" TRI 291 OAK 8" 292 OAK 14" TWIN 293 HICKORY 13" TWIN 294 HICKORY 11" 295 HICKORY 14" TWIN 296 HICKORY 8" TWIN 297 HICKORY 12" TWIN 298 HICKORY 10" TWIN 299 OAK 11" TWIN 300 HICKORY 13" 301 MAPLE 16" 302 MAPLE 13" 303 MAPLE 18" 304 HICKORY 15" 305 OAK 7" 306 HICKORY 10" 307 OAK 18" 308 OAK 13" 309 OAK 14" TWIN 310 CHERRY 8" 311 HICKORY 15" TWIN 312 CHERRY 7" 313 OAK 14" 314 OAK 7" 315 HICKORY 14" TWIN 316 OAK 36" 317 CHERRY 14" 318 HICKORY 9" 319 OAK 13" 320 HICKORY 12" 321 HICKORY 11" 322 OAK 14" TWIN 323 OAK 9" 324 OAK 10" 325 HICKORY 11" 326 OAK 12" TWIN 327 OAK 9" TWIN 328 OAK 12" TWIN 329 HICKORY 8" 330 HICKORY 12" 331 OAK 11" TRI 332 OAK 26" 333 OAK 8" 334 OAK 24" TWIN 335 HICKORY 10" 336 OAK 10" TRI 337 HICKORY 8" 338 HICKORY 9" 339 OAK 11" 340 OAK 8"

**REVISION-DESCRIPTION** 

VILLAS OF HARTLAND

### EXISTING CONDITIONS TREE LIST

CLIENT:

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI 48336-5320 SCALE: NONE

Know what's **below**. **Call** before you dig.

3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM

PROJECT No.: 152775 DWG NAME: 2775 EX ISSUED: FEB. 24, 2022

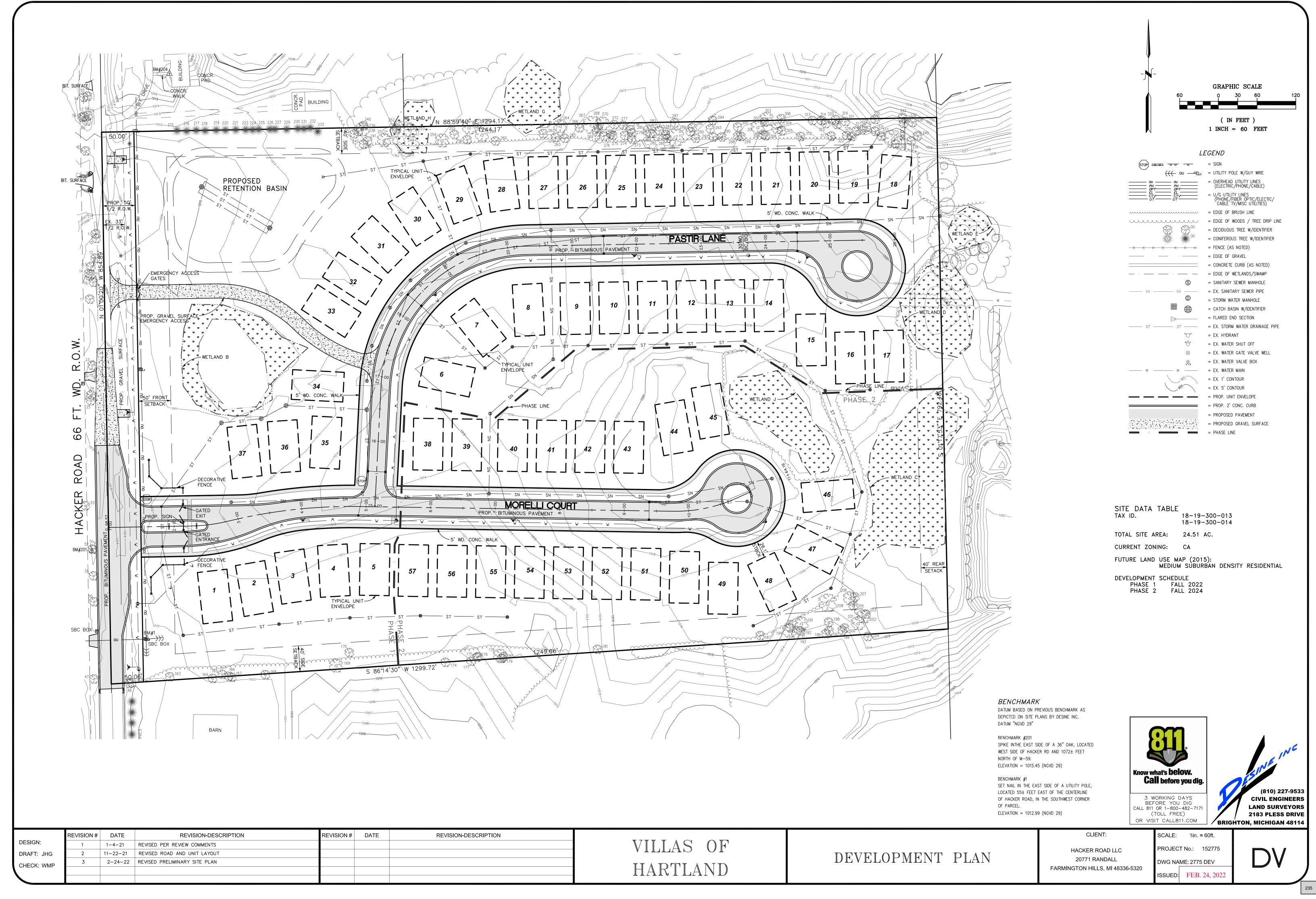


BRIGHTON, MICHIGAN 48114

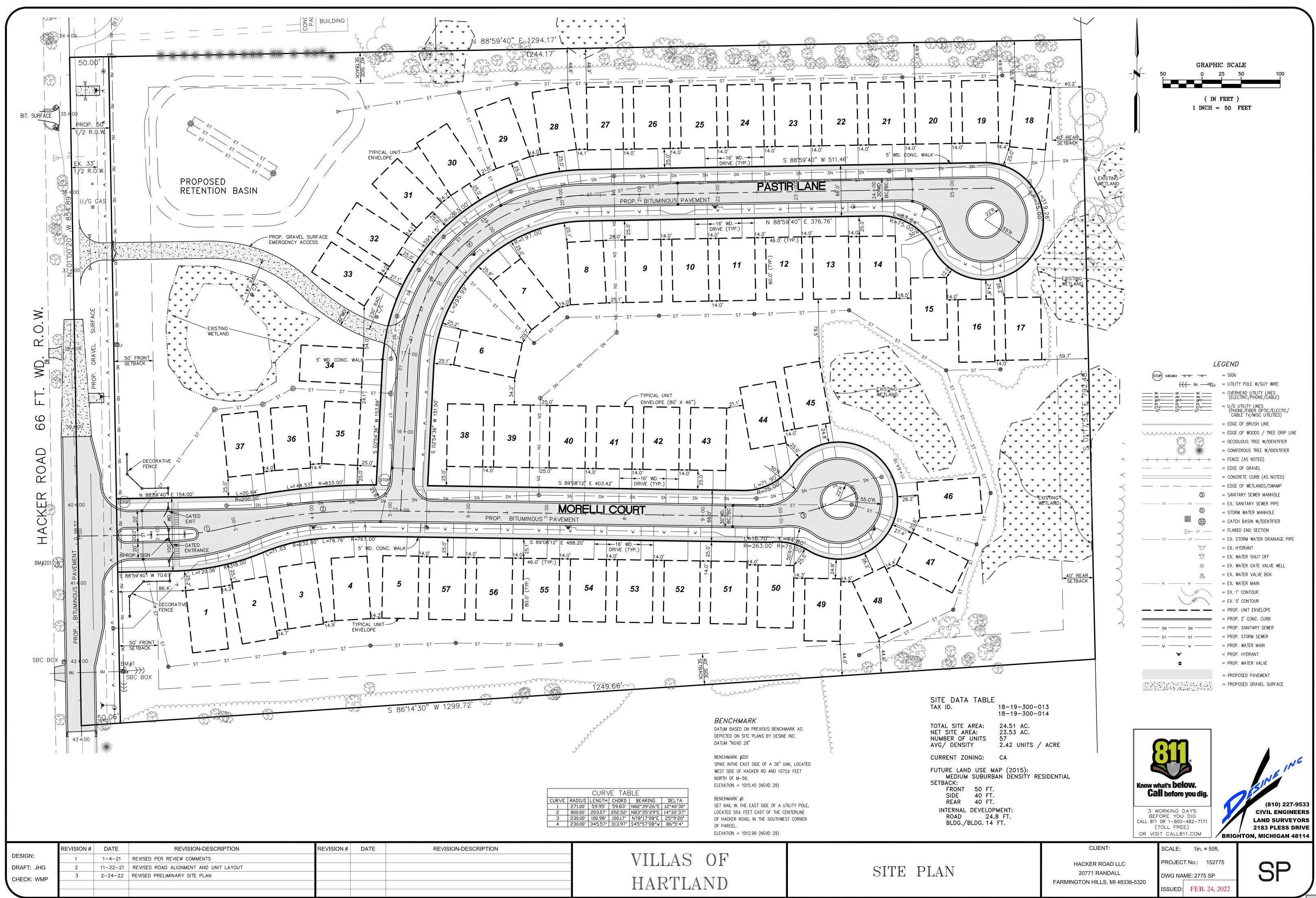
(810) 227-9533

**CIVIL ENGINEERS** 

LAND SURVEYORS 2183 PLESS DRIVE

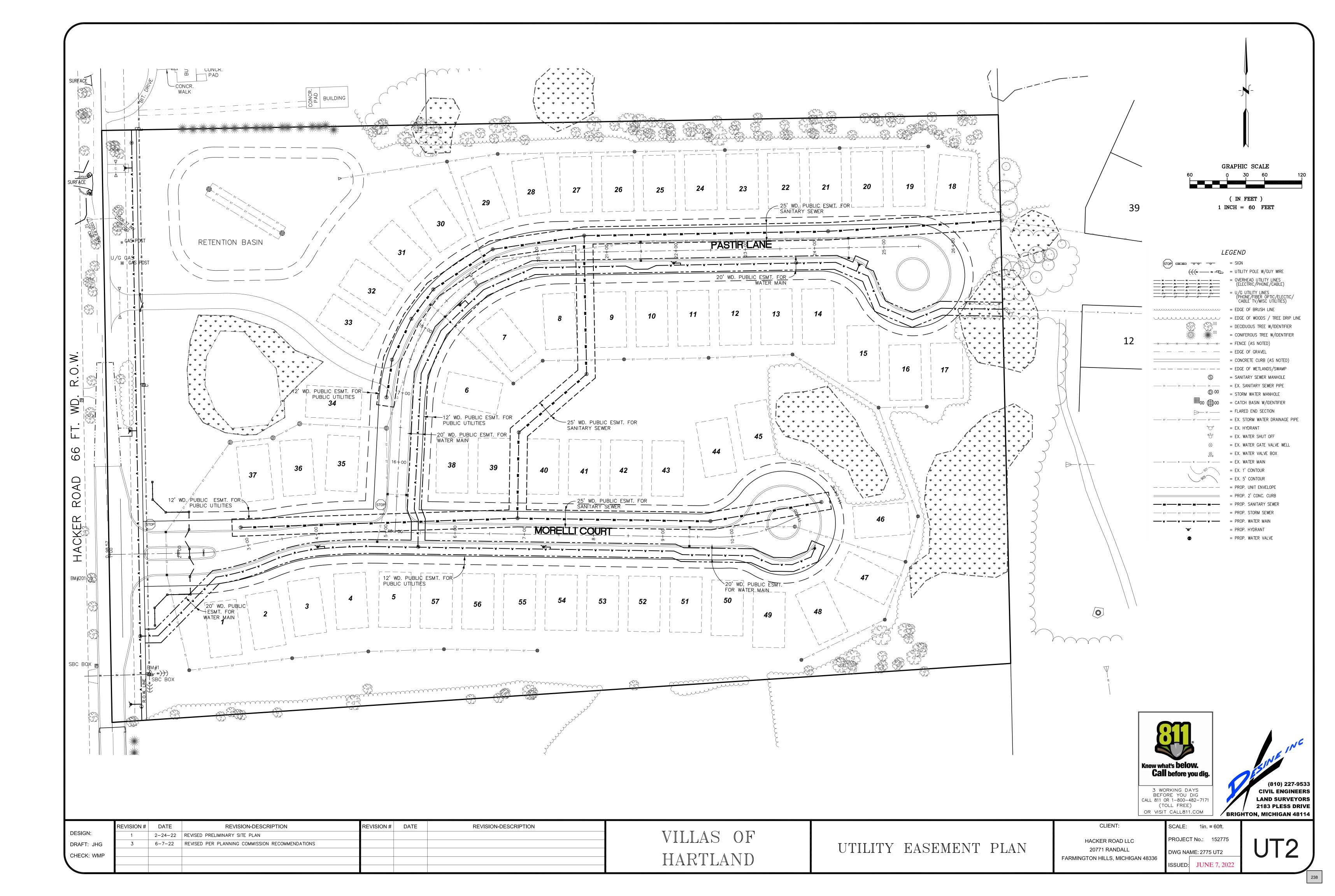


REVISION-DESCRIPTION		
	VILLAS OF	DEVELOP
	HARTLAND	





VILLAS OF	דרדין ד
HARTLAND	U I I.



### Hacker Road Project Water Main Basis of Design

**Design Factors:** 

Equivalent length of pipe

Design flow volumn

Calculated Pressure Loss

Pipe diameter

EX to Tee @ V 1-2	2		
Design Factors:			
Equivalent length of pipe	L =	792	feet
Hazen-Williams roughness constant	C =	110	
Design flow volumn	Q =	1200	gpm
Pipe diameter	Dia =	12.0	inches
Calculated Pressure Loss			
friction head loss (feet per 100 feet)	f =	0.49	ft / 100 ft
friction head loss (psi per 100 feet)	f =	0.21	psi / 100 f
Head loss (feet of water)	h =	3.91	feet
Head loss (psi)	h =	1.68	psi
Calculated Flow Velocity			
Flow velocity	V =	3.41	ft/s
Resultant Pressures			
Pressure at ex	P1 =	70.0	psi
Calculated pressure at Tee @ V 1-2	P2 =	68.3	psi
Min. allowable system design pre	essure =	20.0	psi

Tee @ V 1-2 to Tee @ V 3-4

Hazen-Williams roughness constant C = 110

L = 452 feet

Q = 1200 gpm

Dia = 12.0 inches

Pipe Equivalent Length					
12" Dia. Pipe					
Pipe L =	672	1	672	feet	
Gate Valves =	2	6	12	feet	
22.5° bends =	0	6	0	feet	
60° bends =	2	20	40	feet	
Tee (flow thru) =	0	0	0	feet	
Tee (branch) =	1	60	60	feet	
Reducer =	0	0	0	feet	
6" valve =	2	4	8	feet	
TOTAL			792	feet	

Pipe Equivalent Length						
12" Dia. Pipe						
Pipe L =	386	1	386	feet		
Gate Valves =	1	6	6	feet		
22.5° bends =	0	6	0	feet		
45° bends =	0	13	0	feet		
Tee (flow thru) =	0	0	0	feet		
Tee (branch) =	1	60	60	feet		
Reducer =	0	0	0	feet		
6" valve =	0	4	0	feet		
TOTAL			452	feet		

friction head loss (feet per 100 feet)	f =	0.49	ft / 100 ft
friction head loss (psi per 100 feet)	f =	0.21	psi / 100 ft
Head loss (feet of water)	h =	2.23	feet
Head loss (psi)	h =	0.96	psi
alculated Flow Velocity			
Flow velocity	V =	3.41	ft/s
esultant Pressures			
Pressure at Tee @ V 1-2	P1 =		
Calculated pressure at Tee @ V 3-4	P2 =	67.4	psi
		00.0	
Min. allowable system design pre	essure =	20.0	psi
T 0.1/0.1/1 T 0			
Tee @ V 3-4 to Tee @	, V 5-6		
esign Factors:			
Equivalent length of pipe	L =	737	feet
Hazen-Williams roughness constant	C =	110	
Design flow volumn	Q =	1200	gpm
Pipe diameter	Dia =	12.0	inches
alculated Pressure Loss			
friction head loss (feet per 100 feet)	f =	0.49	ft / 100 ft
friction head loss (psi per 100 feet)	f =	0.21	psi / 100 ft
Head loss (feet of water)	h =	3.64	
Head loss (psi)	h =	1.57	psi
alculated Flow Velocity			
Flow velocity	V =	3.41	ft/s
	<b> </b>		
esultant Pressures			
Pressure at Tee @ V 3-4	P1 =	67.4	•
Calculated pressure at Tee @ V 5-6	P2 =	65.8	psi
		<b></b>	
Min. allowable system design pre	essure =	20.0	psi

Pipe Equivalent Length									
654	1	654	feet						
1	6	6	feet						
0	6	0	feet						
1	13	13	feet						
0	0	0	feet						
1	60	60	feet						
0	0	0	feet						
1	4	4	feet						
		737	feet						
	654 1	654         1           1         6           0         6           1         13           0         0	654         1         654           1         6         6           0         6         0           1         13         13           0         0         0           1         60         60           1         13         13           0         0         0           1         60         60           1         40         4						

[\_\_\_\_\_]

Tee @ V 5-6 to HYI	D-K		
Design Factors:			
Equivalent length of pipe	L =	771	feet
Hazen-Williams roughness constant	C =	110	
Design flow volumn	Q =	1200	gpm
Pipe diameter	Dia =	12.0	inches
Calculated Pressure Loss			
friction head loss (feet per 100 feet)	f =	0.49	ft / 100 ft
friction head loss (psi per 100 feet)	f =	0.21	psi / 100 f
Head loss (feet of water)	h =	3.81	feet
Head loss (psi)	h =	1.64	psi
Calculated Flow Velocity			
Flow velocity	V =	3.41	ft/s
Resultant Pressures			
Pressure at Tee @ V 5-6	P1 =	65.8	psi
Calculated pressure at HYD-K	P2 =	64.2	psi

Min. allowable system design pressure = 20.0 psi

Pipe Equivalent Length								
12" Dia. Pipe								
Pipe L =	691	1	691	feet				
Gate Valves =	2	6	12	feet				
22.5° bends =	0	6	0	feet				
45° bends =	0	13	0	feet				
Tee (flow thru) =	0	0	0	feet				
Tee (branch) =	1	60	60	feet				
Reducer =	0	0	0	feet				
6" valve =	2	4	8	feet				
TOTAL			771	feet				

**REVISION-DESCRIPTION** 

DESIGN: DRAFT: CHECK:

	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	
:	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
JHG						
WMP						

Design Crite	eria:	10 year even	t (I = 175/t +	25)	RCP n=	0.013	HDPE n=	0.013														
From	То	Inc.		Eqv.	Total	т	1	Q	Qa	Qt	Dia.	Slope	Slope	Length	Vel.	Time	Сар	H.G.	Ground	Elev.	Invert El	ev.
MH#	MH#	Acres		Area	Area	Time	Inch	(CIA)	(Additional	(Total flow)	of	pipe	H.G.	of	Flow	of	of	Elev.	Upper	Lower	Upper	Lower
CB#	CB#			100%	100%		Per		flow)	(Total llow)	pipe			line	full	flow	pipe	upper	end	end	end	end
FES#	FES#	"A"	"C"	CA	CA	Min.	Hour	c.f.s.	c.f.s.	c.f.s.	inch	%	%	ft.	ft./sec.	min.	c.f.s.	end				<u> </u>
153	152	0.77	0.66	0.51	0.51	20.0	3.89	1.99		1.99	12	0.50	0.31	28	3.21	0.1	2.52	1015.48	1019.11	1019.11	1014.54	1014.40
152	151	0.80	0.61	0.49	1.00	20.1	3.88	3.88		3.88	12	1.20	1.18	152	4.97	0.5	3.90	1015.27	1019.11	1021.50	1014.30	1012.47
151	148	0.00	0.00	0.00	1.00	20.7	3.83	3.83		3.83	12	1.20	1.16	168	4.97	0.6	3.90	1013.35	1021.50	1016.80	1012.37	1010.36
150	149	0.41	0.47	0.19	0.19	20.0	3.89	0.75		0.75	10	0.40	0.04	134	2.87	0.9	2.25	1011.87	1015.70	1015.70	1011.35	1010.81
149	149	0.41	0.47	0.19	0.19	20.0 20.8	3.82	1.03		1.03	12 12	0.40	0.04	89	2.87	0.8	2.25	1011.87	1015.70	1015.70	1011.35	1010.81
143	140	0.17	0.45	0.00	0.21	20.0	0.02	1.00		1.00	12	0.40	0.00	03	2.01	0.0	2.25	1011.40	1013.70	1010.00	1010.71	1010.30
148	147	0.11	0.39	0.04	1.31	21.3	3.78	4.96		4.96	18	0.30	0.22	68	3.26	0.3	5.75	1011.40	1016.80	1018.00	1009.96	1009.75
147	146	0.11	0.58	0.06	1.38	21.6	3.75	5.17		5.17	18	0.30	0.24	167	3.26	0.9	5.75	1011.06	1018.00	1018.80	1009.65	1009.15
154	146	0.13	0.63	0.08	0.08	20.0	3.89	0.32		0.32	12	0.40	0.01	70	2.87	0.4	2.25	1013.86	1018.80	1018.80	1013.13	1012.85
																						<b> </b>
146	145	0.14	0.50	0.07	1.53	22.5	3.68	5.63		5.63	18	0.35	0.29	146	3.52	0.7	6.21	1010.46	1018.80	1017.50	1009.05	1008.54
145	144	0.31	0.63	0.20	1.72	23.2	3.63	6.26		6.26	18	0.40	0.36	121	3.76	0.5	6.65	1009.88	1017.50	1016.80	1008.44	1007.96
<u>144</u> 143	143 142	0.70 0.73	0.50 0.46	0.35 0.34	2.07 2.41	23.7 24.2	3.59 3.56	7.45 8.57		7.45 8.57	<u>18</u> 24	0.60	0.50	122 118	4.60 3.22	0.4	8.14 10.12	1009.24 1005.37	1016.80 1013.80	1013.80 1013.60	1007.86 1002.72	1007.12 1002.49
143	142	0.73	0.46	0.34	2.41	24.2	3.50	9.00		9.00	24	0.20	0.14	54	3.22	0.8	10.12	1005.37	1013.60	1013.80	1002.72	1002.49
142	141	0.65	0.45	0.30	2.30	24.0	3.50	9.99		9.99	24	0.20	0.10	138	3.60	0.5	11.31	1005.20	1013.80	1013.00	1002.39	1002.20
140	111	0.78	0.51	0.40	3.26	25.7	3.45	11.25		11.25	24	0.30	0.25	28	3.94	0.0	12.39	1003.11	1013.00	1014.19	1001.73	1001.65
		0.1.0	0.01	0110	0.20		0.10						0.20		0.01	0.1.						
128	127	0.76	0.47	0.36	0.36	20.0	3.89	1.38		1.38	12	0.42	0.15	135	2.94	0.8	2.31	1006.19	1012.10	1009.50	1005.55	1004.98
127	126	0.40	0.50	0.20	0.55	20.8	3.82	2.12		2.12	12	0.42	0.35	109	2.94	0.6	2.31	1005.81	1009.50	1009.50	1004.88	1004.43
126	125	0.50	0.47	0.23	0.79	21.4	3.77	2.97		2.97	18	0.18	0.08	110	2.52	0.7	4.46	1005.42	1009.50	1009.50	1004.03	1003.83
125	124	0.39	0.43	0.17	0.96	22.1	3.71	3.55		3.55	18	0.18	0.11	150	2.52	1.0	4.46	1005.22	1009.50	1009.50	1003.73	1003.46
124	123	0.29	0.37	0.11	1.06	23.1	3.64	3.87		3.87	24	0.13	0.03	141	2.60	0.9	8.16	1005.05	1009.50	1012.00	1003.06	1002.88
123	122	0.72	0.60	0.43	1.49	24.0	3.57	5.33		5.33	24	0.13	0.06	62	2.60	0.4	8.16	1005.01	1012.00	1012.00	1002.78	1002.70
122	121-C	0.97	0.50	0.49	1.98	24.4	3.54	7.02		7.02	24	0.13	0.10	159	2.60	1.0	8.16	1004.98	1012.00	1012.00	1002.60	1002.39
121-C	121-B	0.00	0.00	0.00	1.98	25.4	3.47	6.88		6.88 6.83	36	0.08	0.01	58	2.67	0.4	18.86	1005.45	1012.00	1012.00	1001.59	1001.54
121-B 121-A	121-A 120	0.00	0.00	0.00	1.98 1.98	25.8 26.1	3.45 3.42	6.83 6.79		6.79	<u>36</u> 36	0.08	0.01	50 126	2.67 2.67	0.3	18.86 18.86	1004.41 1004.82	1012.00 1012.00	1012.00 1016.40	1001.44 1001.30	1001.40 1001.20
121-4	120	0.00	0.00	0.00	1.90	20.1	5.42	0.79		0.79		0.00	0.01	120	2.07	0.0	10.00	1004.02	1012.00	1010.40	1001.30	1001.20
131	130	0.47	0.57	0.27	0.27	20.0	3.89	1.05		1.05	12	0.40	0.09	70	2.87	0.4	2.25	1006.19	1016.00	1015.44	1005.41	1005.13
				-											_							
132	130	0.64	0.59	0.38	0.38	20.0	3.89	1.48		1.48	12	0.32	0.17	28	2.57	0.2	2.02	1011.47	1015.44	1015.44	1010.52	1010.43
																						L
130	120	0.19	0.57	0.11	0.76	20.4	3.85	2.92		2.92	12	1.50	0.67	95	5.56	0.3	4.36	1005.45	1015.44	1016.40	1005.03	1003.60
400		0.00	0.00	0.00	0.74	00.0	0.07	0.04		0.01		0.00	0.00	400	0.07	10	40.00	4004.04	4040.40	1011.10	1001.10	4000.05
120	111	0.00	0.00	0.00	2.74	26.9	3.37	9.24		9.24	36	0.08	0.02	189	2.67	1.2	18.86	1004.81	1016.40	1014.19	1001.10	1000.95
111	110	0.58	0.49	0.28	6.28	28.1	3.30	20.71		20.71	36	0.12	0.10	99	3.27	0.5	23.10	1004.77	1014.19	1014.88	1000.85	1000.73
	110	0.00	0.40	0.20	0.20	20.1	0.00	20.71		20.71	00	0.12	0.10	00	0.21	0.0	20.10	1004.77	1014.10	1014.00	1000.00	1000.70
163	162	0.52	0.62	0.32	0.32	20.0	3.89	1.25		1.25	12	0.40	0.12	28	2.87	0.2	2.25	1014.38	1020.13	1020.13	1013.45	1013.34
162	161	0.28	0.60	0.17	0.49	20.2	3.87	1.89		1.89	12	0.40	0.28	300	2.87	1.7	2.25	1013.89	1020.13	1017.12	1013.24	1012.04
164	161	0.49	0.59	0.29	0.29	20.0	3.89	1.12		1.12	12	0.40	0.10	28	2.87	0.2	2.25	1012.67	1017.12	1017.12	1011.75	1011.64
																						<b></b>
161	110	0.48	0.58	0.28	1.05	21.9	3.73	3.93		3.93	12	2.00	1.22	228	6.42	0.6	5.04	1011.54	1017.12	1014.88	1011.54	1006.98
110	101	0.42	0.57	0.24	7.57	20.6	2.07	04 74		24.74	26	0.15	0.14	154	2.65	0.7	05.00	1004.68	1014.00	1011 50	1000.62	1000.40
110	101	0.42	0.57	0.24	7.57	28.6	3.27	24.74		24.74	36	0.15	0.14	154	3.65	0.7	25.83	1004.68	1014.88	1011.50	1000.63	1000.40
175	174	0.21	0.57	0.12	0.12	20.0	3.89	0.46		0.46	12	0.50	0.02	128	3.21	0.7	2.52	1010.20	1015.00	1015.60	1009.82	1009.18
173	174	0.21	0.59	0.12	0.12	20.0	3.83	1.02	+	1.02	12	0.50	0.02	120	3.21	0.7	2.52	1010.20	1015.60	1013.00	1009.02	1009.18
173	173	0.20	0.59	0.13	0.27	20.7	3.76	1.88	1	1.88	12	0.50	0.28	130	3.21	0.3	2.52	1009.33	1013.00	1014.30	1003.00	1000.23
172	172	0.40	0.59	0.16	0.66	22.2	3.71	2.45	1	2.45	12	0.50	0.47	198	3.21	1.0	2.52	1008.35	1014.30	1012.00	1007.40	1006.41
171	101	0.49	0.54	0.27	0.93	23.2	3.63	3.36	1	3.36	18	0.30	0.10	74	3.26	0.4	5.75	1007.37	1012.00	1011.50	1006.01	1005.79
101	100	0.00	0.00	0.00	8.50	29.3	3.22	27.40		27.40	36	0.19	0.17	158	4.11	0.6	29.07	1004.47	1011.50	1000.00	1000.30	1000.00
																		1004.20	Downstream	HWL		

### STORM SEWER STRUCTURE DATA

	2	STORM SEWER STRUCT	URE DATA		
FES-100	CB-122	CB-131	YB-146	YB-154	
36" INV. 1000.00	4' DIA.	2' DIA.	4' DIA.	2' DIA.	
N. 414470.51	N. 413955.19	N. 414015.95	N. 414156.41	N. 414159.09	N
E. 13276882.27	E. 13276644.00 RIM 1012.00	E. 13276990.34 RIM 1016.00	E. 13277668.49 RIM 1018.80	E. 13277737.93 RIM 1018.80	E. 1
YB-101	24" S. 1002.70	12" N. 1005.41	12" E. 1012.85	12" W. 1013.13	12"
5' DIA.	24" NE. 1002.60	SUMP 1003.41	18" S. 1009.15	SUMP 1011.13	12"
N. 414498.51	SUMP 1000.60		18" NW. 1009.05		
E. 13277038.38		CB-132	SUMP 1007.05	CB-161	
RIM 1011.50	CB-123	2' DIA.		4' DIA.	
18"E. 1005.79 36"SE. 1000.40	4' DIA. N. 413893.26	N. 413947.64 E. 13276949.23	YB-147 4' DIA.	N. 414388.90 E. 13277320.00	N. E. 1
36" SW. 1000.30	E. 13276646.82	RIM 1015.44	N. 414000.64	RIM 1017.12	E. 1.
SUMP 998.30	RIM 1012.00	12" W. 1010.71	E. 13277728.61	12" E. 1012.04	12"
	24"S. 1002.88	SUMP 1008.71	RIM 1018.00	12"S. 1011.64	SUI
CB-110	24" N. 1002.78		18"S. 1009.75	12" W. 1011.54	
6' DIA.	SUMP 1000.78	CB-140	18" N. 1009.65	SUMP 1009.54	
N. 414355.37 E. 13277094.50	YB-124	4' DIA. N. 414274.18	SUMP 1007.65	CB-162	
RIM 1014.88	4' DIA.	E. 13277040.49	YB-148	4' DIA.	
12"E. 1006.98	N. 413756.46	RIM 1014.19	4' DIA.	N. 414400.48	
36" SW. 1000.73	E. 13276681.91	24" SE. 1001.83	N. 413934.68	E. 13277619.74	
36" NW. 1000.63	RIM 1010.60	24" NW. 1001.73	E. 13277712.02	RIM 1020.13	
SUMP 998.63	18"E. 1003.46 24"N. 1003.06	SUMP 999.73	RIM 1016.80 12"NW. 1010.36	12"S. 1013.34 12"W. 1013.24	
CB-111	SUMP 1003.06	YB-141	12" SW. 1010.36	SUMP 1013.24	
6' DIA.		4' DIA.	18" N. 1009.96		
N. 414291.50	YB-125	N. 414180.16	SUMP 1007.96	CB-163	
E. 13277018.51	4' DIA.	E. 13277140.83		2' DIA.	
RIM 1014.19	N. 413776.98	RIM 1013.80	YB-149	N. 414371.54	
24"SE. 1001.65 36"SW. 1000.95	E. 13276830.04 RIM 1009.50	24"E. 1002.28 24"NW. 1002.18	4' DIA. N. 413850.52	E. 13277620.85 RIM 1020.13	
36" NE. 1000.85	18" E. 1003.83	SUMP 1000.18	E. 13277683.87	12" N. 1013.45	
SUMP 998.85	18" W. 1003.73		RIM 1017.00	SUMP 1011.45	
	SUMP 1001.73	YB-142	12" W. 1010.81		
MH-120		4' DIA.	12" NE. 1010.71	CB-164	
6' DIA.	YB-126 4' DIA.	N. 414213.90 E. 13277182.51	SUMP 1008.71	2' DIA.	
N. 414111.86 E. 13276959.13	N. 413789.00	RIM 1013.60	YB-150	N. 414360.94 E. 13277321.08	
RIM 1016.40	E. 13276939.72	18" E. 1002.49	2' DIA.	RIM 1017.12	
12"S. 1003.60	RIM 1009.50	24" W. 1002.39	N. 413789.89	12"N. 1011.75	
36" W. 1001.20	12" E. 1004.43	SUMP 1000.39	E. 13277564.77	SUMP 1009.75	
36" NE. 1001.10	18" W. 1004.03		RIM 1017.00	YB-171	
YB-121-A	SUMP 1002.03	YB-143 4'DIA.	12"E. 1011.35 SUMP 1009.35	4' DIA.	
5' DIA.	YB-127	N. 414218.43		N. 414511.01	
N. 414115.60	4' DIA.	E. 13277299.81	MH-151	E. 13277111.30	
E. 13276833.76	N. 413794.53	RIM 1013.80	4' DIA.	RIM 1012.00	
RIM 1012.00	E. 13277048.78	18" E. 1007.12	N. 413982.09	12" E. 1006.01	
36"SW. 1001.40 36"E. 1001.30	RIM 1009.50 12" E. 1004.98	18"W. 1002.72 SUMP 1000.72	E. 13277551.29 RIM 1021.50	18"W. 1005.79 SUMP 1003.79	
SUMP 999.30	12" W. 1004.88	JUMF 1000.72	12" W. 1012.47	30MF 1003.79	
	SUMP 1002.88	YB-144	12" SE. 1012.37	CB-172	
YB-121-B		4' DIA.		4' DIA.	
5' DIA.	YB-128	N. 414223.13	CB-152	N. 414518.54	
N. 414094.50	2' DIA.	E. 13277421.71 RIM 1016.80	4' DIA.	E. 13277308.66	
E. 13276795.66 RIM 1012.00	N. 413795.36 E. 13277183.53	18" E. 1007.96	N. 413978.31 E. 13277399.55	RIM 1014.30 12" E. 1007.40	
36" W. 1001.54	RIM 1012.10	18" W. 1007.86	RIM 1019.11	12" W. 1006.41	
36" NE. 1001.44	12" W. 1005.55	SUMP 1005.86	12"S. 1014.40	SUMP 1004.41	
SUMP 999.44	SUMP 1003.55		12"E. 1014.30		
		YB-145	SUMP 1012.30	YB-173	
YB-121-C 5'DIA.	CB-130 4' DIA.	4' DIA. N. 414230.47	CB-153	4' DIA. N. 414523.51	
N. 414086.71	N. 414016.69	E. 13277542.69	2' DIA.	E. 13277438.95	
E. 13276734.16	E. 13276962.36	RIM 1017.50	N. 413950.31	RIM 1014.80	
RIM 1012.00	RIM 1015.44	18"SE. 1008.54	E. 13277399.71	12" E. 1008.15	
24" SW. 1002.39	12" E. 1010.62	18" W. 1008.44	RIM 1019.11	12" W. 1007.50	
36" E. 1001.59	12"S. 1005.13 12"N. 1005.03	SUMP 1006.44	12" N. 1014.54	SUMP 1005.50	
SUMP 999.59	SUMP 1003.03		SUMP 1012.54		

VILLAS OF

HARTLAND

### SANITARY SEWER STRUCTURE DATA

SANITARY	SEWER	STRUCTURE	DA
EX. MH-26 N. 414430.34 E. 13277840.53 4' DIA RIM 1019.60 8" W. 1003.30	4 3 0 0	MH- N. 414109 E. 13277150 4' [ RIM 1015 8" S. 1007 8" NE. 1007	9.81 .30 DIA. .00 .43
MH-1 N. 414409.43 E. 13277590.3 4' DIA RIM 1020.40 8" W. 1004.40 8" E. 1004.30	3 1 2 2 2	- MH N. 413985 E. 13277151 4' [ RIM 1019 8" E. 1008 8" W. 1008 8" N. 1007	.83 .03 DIA. .50 .02
MH-12 N. 414395.79 E. 13277238.50 4' DIA RIM 1016.90 8" W. 1005.9 8" S. 1005.9 8" E. 1005.8	9 ) ) 1 1	MH- N. 413987 E. 13277429 4' [ RIM 1019 8" E. 1009 8" W. 1009	-23 .48 .37 )IA. .50 .24
MH-13 N. 414373.23 E. 13277107.06 4' DIA RIM 1015.80 8" W. 1006.54 8" E. 1006.44	3 6  0 4	MH- N. 414018 E. 13277588 4' [ RIM 1021 8" W. 1009	-24 .29 .85 DIA. .00
MH-14 N. 414313.60 E. 13277022.56 4' DIA RIM 1014.85 8" SW. 1007.06 8" E. 1006.96	) 5 5 5	MH- N. 413964 E. 13276751 4' L RIM 1013 8" E. 1009	.14 .98 DIA. .80
MH-15 N. 414270.55 E. 13276991.82 4' DIA RIM 1015.00 8" SW. 1007.33 8" NE. 1007.33	5 2  7		
MH-16 N. 414210.88 E. 13276965.05 4' DIA RIM 1015.50 8" NE. 1007.73 8" NE. 1007.63	3 5  2 3		
MH-17 N. 414156.34 E. 13276958.19 4'DIA RIM 1015.50 8" NE. 1007.95	4 9 0		
MH-2( N. 414195.97 E. 13277246.2 4' DIA RIM 1014.1( 8" SW. 1006.8 8" N. 1006.7	7 1  2 1		
		1	

### UTILITY CALCULATIONS

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI. 48336

CLIENT:

SCALE: NONE PROJECT No.: 152775 DWG NAME: 2775 UT ISSUED: FEB. 24, 2022

Know what's **below. Call** before you dig.

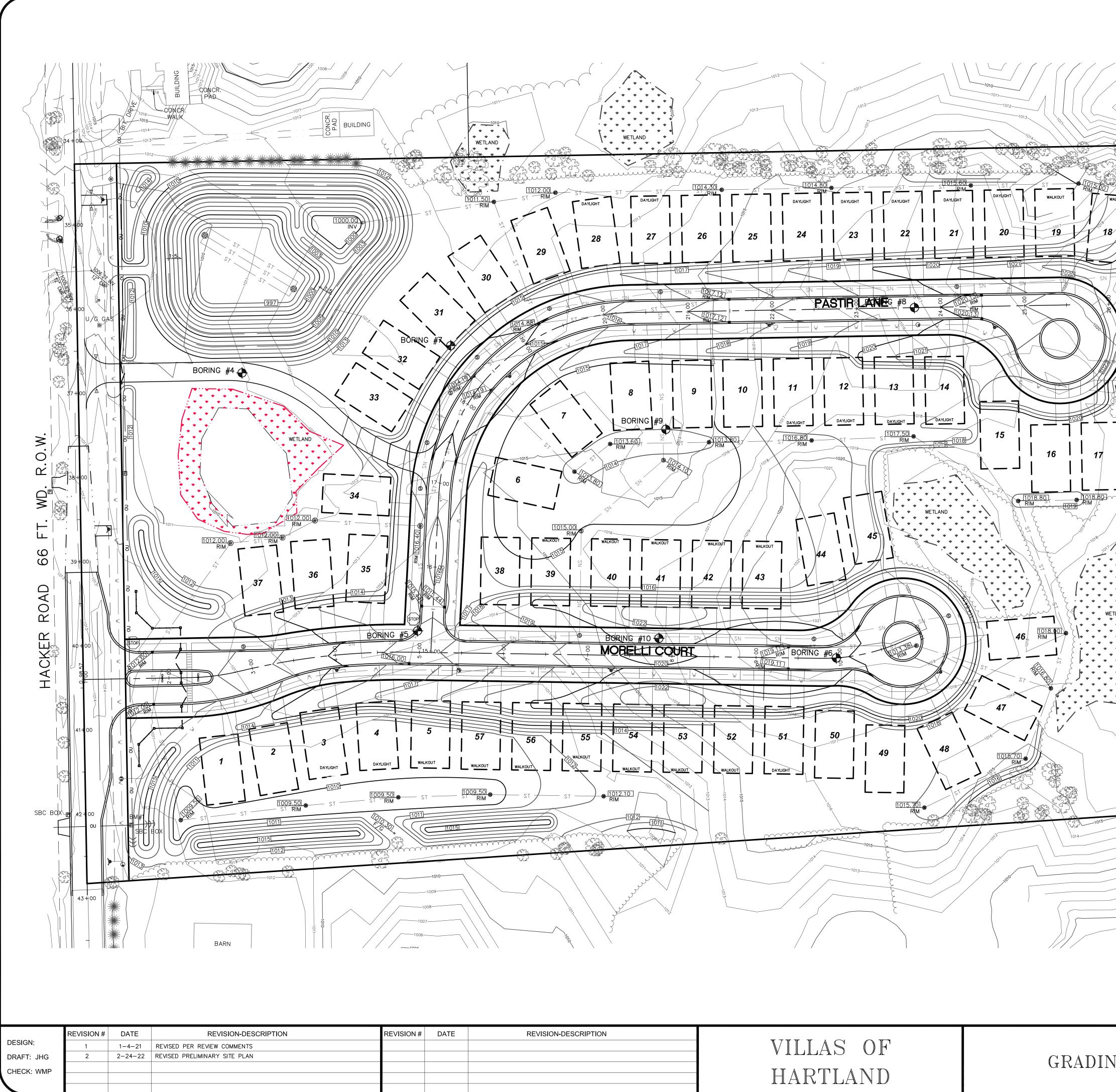
3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM



BRIGHTON, MICHIGAN 48114

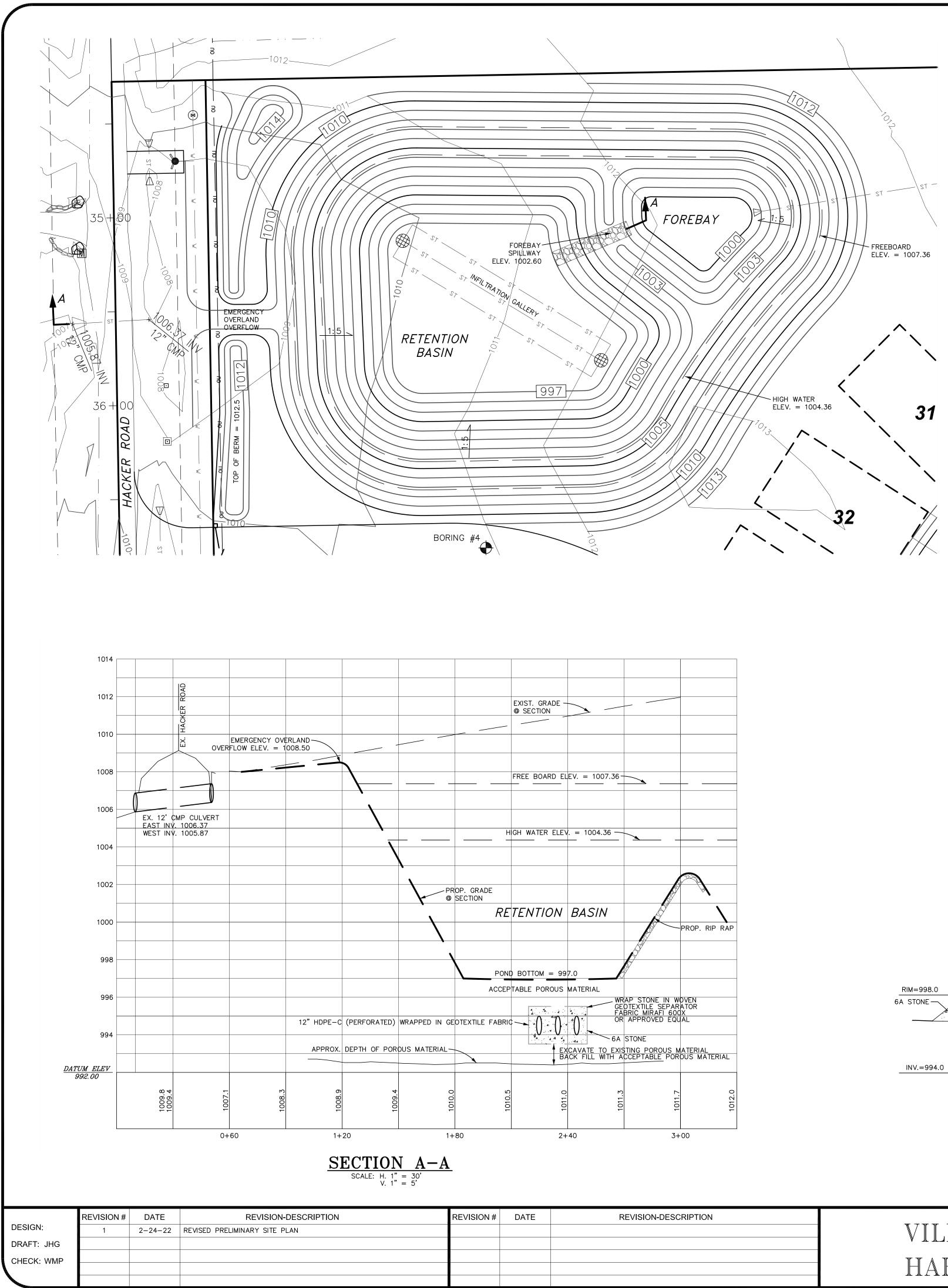


MH-174 4'DIA. N. 414529.93 13277604.39 RIM 1015.60 12" E. 1009.18 2" W. 1009.08 YB-175 2' DIA. N. 414534.89 . 13277732.25 RIM 1015.00 2" W. 1009.82 SUMP 1007.82

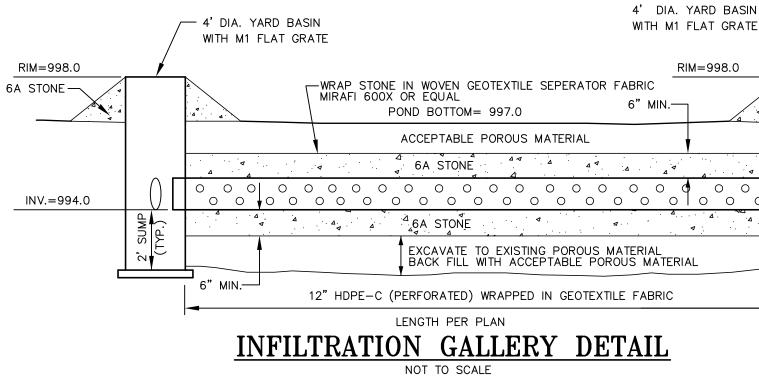


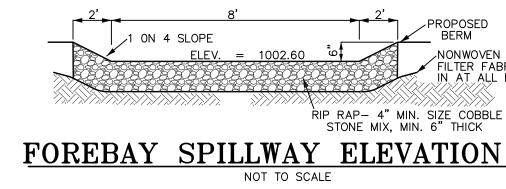
REVISION-DESCRIPTION		
	VILLAS OF	
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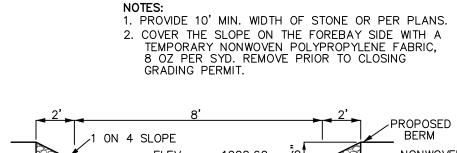
1008 1002			GRAPHIC SCALE 0 30 60 120
2005 2007 2007 2009 200 200			( IN FEET ) 1 INCH = 60 FEET
1011 1015 1014 1015 1014 1017 10 10 10 10 10 10 10 10 10 10 10 10 10 1		STOP	EGEND = SIGN
		OU     OU     OU       PH     PH     PH       PT     PPT     PPT       EL     EL     EL       UT     UT     UT	<ul> <li>UTILITY POLE W/GUY WIRE</li> <li>OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)</li> <li>U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTIC/ CABLE TV/MISC UTILITIES)</li> </ul>
			<ul> <li>EDGE OF BRUSH LINE</li> <li>EDGE OF WOODS / TREE DRIP LINE</li> <li>DECIDUOUS TREE W/IDENTIFIER</li> <li>CONIFEROUS TREE W/IDENTIFIER</li> <li>FENCE (AS NOTED)</li> </ul>
WETLAND			<ul> <li>FENCE (AS NOTED)</li> <li>EDGE OF GRAVEL</li> <li>CONCRETE CURB (AS NOTED)</li> <li>EDGE OF WETLANDS/SWAMP</li> <li>SANITARY SEWER MANHOLE</li> </ul>
		SA SA □ □ □ □ □ □ □ □ □ □ □ □ □	<ul> <li>= EX. SANITARY SEWER PIPE</li> <li>= STORM WATER MANHOLE</li> <li>= CATCH BASIN W/IDENTIFIER</li> <li>= FLARED END SECTION</li> </ul>
WETLAND		ST ST ℃ *5° ⊗ ⊗	<ul> <li>= EX. STORM WATER DRAINAGE PIPE</li> <li>= EX. HYDRANT</li> <li>= EX. WATER SHUT OFF</li> <li>= EX. WATER GATE VALVE WELL</li> <li>= EX. WATER VALVE BOX</li> </ul>
		₩ ₩ ₩ ₩ 90 <sup>3</sup>	<ul> <li>EX. WATER MAIN</li> <li>EX. 1' CONTOUR</li> <li>EX. 5' CONTOUR</li> <li>PROP. UNIT ENVELOPE</li> </ul>
		SN SN ST ST W W	<ul> <li>PROP. 2' CONC. CURB</li> <li>PROP. SANITARY SEWER</li> <li>PROP. STORM SEWER</li> <li>PROP. WATER MAIN</li> <li>PROP. HYDRANT</li> </ul>
FLOC	R         ELEVATION         TABLE           F/F (1.7'         B/F (9.8'         Lowest           above         below         Allowable           G/F •         G/F) •         F/F) •         Opening •           1014.19         1015.89         1006.09         1011.30	©	= PROP. HYDRANT = PROP. WATER VALVE = PROP. 1' CONTOUR = PROP. 5' CONTOUR
$ \begin{array}{c} 1 \\ 2 \\ 3 \\ 4 \\ 5 \end{array} $	1014.19         1015.89         1006.09         1011.30           1015.65         1017.35         1007.55         1011.30           1016.66         1018.36         1008.56         1011.30           1017.49         1019.19         1009.39         1011.30           1018.75         1020.45         1010.65         1011.30		
WETLAND 6 7 8	1017.301019.001009.201014.101017.141018.841009.041014.101018.531020.231010.431014.10		
9 10 11 12 13	1019.231020.931011.131014.101019.831021.531011.731015.101020.431022.131012.331017.101021.031022.731012.931017.301021.471023.171013.371017.90	DATU	<b>NCHMARK</b> JM BASED ON PREVIOUS BENCHMARK AS CTED ON SITE PLANS BY DESINE INC.
14 15 16	1022.071023.771013.971018.001024.831026.531016.731019.301024.311026.011016.211019.30	DATU	JM "NGVD 29" CHMARK #201
17 18 19 20 21	1025.11         1026.81         1017.01         1019.30           1024.30         1026.00         1016.20         1015.50           1023.73         1025.43         1015.63         1015.50           1023.03         1024.73         1014.93         1016.10           1023.28         1024.08         1014.28         1016.10	WES' NOR	E INTHE EAST SIDE OF A 36" OAK, LOCATED F SIDE OF HACKER RD AND 1072± FEET TH OF M-59. ATION = 1015.45 (NGVD 29)
21 22 23 24 25	1022.38         1024.08         1014.28         1016.10           1021.78         1023.48         1013.68         1016.10           1021.18         1022.88         1013.08         1015.00           1020.84         1022.54         1012.74         1015.00           1010.08         1021.68         1011.88         1014.90	BENG	CHMARK #1 NAIL IN THE EAST SIDE OF A UTILITY POLE, ATED 55± FEET EAST OF THE CENTERLINE
25 26 27 28 28	1019.98         1021.68         1011.88         1014.80           1019.22         1020.92         1011.12         1014.80           1018.62         1020.32         1010.52         1013.00           1018.13         1019.83         1010.03         1012.00           1015.55         1010.35         1010.00         1012.00	OF F OF F	AIED 55± FEET EAST OF THE CENTERLINE HACKER ROAD, IN THE SOUTHWEST CORNER PARCEL. "ATION = 1012.99 (NGVD 29)
1016 29 30 31 32	1017.651019.351009.551012.001016.981018.681008.881012.001016.781018.481008.681012.701016.611018.311008.511013.00		
1013 1012 1012 1011 1012 36	1017.101018.801009.001012.001017.851019.551009.751012.501017.561019.261009.461012.501016.591018.291008.491012.50		
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	1015.57         1017.27         1007.47         1012.50           1020.11         1021.81         1012.01         1014.90           1021.10         1022.80         1013.00         1014.80           1022.15         1023.85         1014.05         1015.40		
1004 $1004$	1022.371024.071014.271015.401022.061023.761013.961015.401021.521023.221013.421015.50		4
44 45 46 47	1022.471024.171014.371015.901022.991024.691014.891016.901023.601025.301015.501018.301023.441025.141015.341017.30		, INC
48 49 50	1022.881024.581014.781017.301022.221023.921014.121017.001022.041023.741013.941016.00	Know what's <b>below.</b>	CESINE INC
51 52 53 54	1021.451023.151013.351015.401021.771023.471013.671013.601022.311024.011014.211013.101022.341024.041014.241012.50	<b>Call before you dig.</b>	(810) 227-9533 CIVIL ENGINEERS
54 55 56 57	1022.341024.041014.241012.501021.761023.461013.661011.301020.781022.481012.681011.301019.791021.491011.691011.30	BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM	LAND SURVEYORS 2183 PLESS DRIVE BRIGHTON, MICHIGAN 48114
NG PLAN	CLIENT: HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI 4836	DWG NAME: 2775 G	GR1



REVISION-DESCRIPTION	VILLAS OF	R
	HARTLAND	CALCU







NOT TO SCALE

15' MIN.

PER PLAN

SLOPE 5 ON MAX.

BASIN

END RIP-RAP AT MIN. ELEVATION \

STONE CHANNEL, MATCH DEPTH OF FOREBAY

### EMERGENCY OVERLAND OVERFLOW NOT TO SCALE

1' MIN.

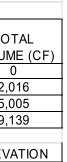
WIDTH PER PLANS

ON 3 SLOPE FREEBOARD مالمالمالمالمالمالمالمالمالم

- SOD TO TOP OF BERM -

PROP	OSED RET	ENTION BASI	N CALCULATIO	ONS
	WATER	SHED AREA =	20.57	Acres
			20.01	
Volume =	(Watershed Ar	ea) x (43,560 sq,ft,	/ac) x (2 inches)/(1	2 ft/inch)
R	etention Volu	me Required =	149,338	cubic feet
POND DEPTH		CONTOUR		TOTAL
(FT)	ELEV.	AREA (SF)	VOLUME (CF)	VOLUME (CF)
ΒΟΤΤΌΜ	997.00	9,281	0 (	0 (
1.0	998.00	11,262	10,256	10,256
2.0	999.00	13,445	12,337	22,593
3.0	1000.00	17,364	15,363	37,956
4.0	1001.00	20,756	19,035	56,991
5.0	1002.00	24,494	22,599	79,590
6.0	1003.00	28,579	26,510	106,100
7.0	1004.00	32,773	30,652	136,752
8.0	1005.00	36,338	34,540	171,292
9.0	1006.00	40,059	38,183	209,476
10.0	1007.00	43,938	41,984	251,459
11.0	1008.00	47,973	45,941	297,400
12.0	1009.00	52,166	50,055	347,455
Retention Storag	o Elevation	Calculation:		
Ketention Storag	ELEV	VOLUME	VOLUME REQ.	ELEVATION
LOWER	1004.00	136,752	149,338	1004.36
HIGHER	1004.00	171,292	149,330	1004.36
HIGHER	1005.00	171,292		
Forebay Storage	Calculation:			
POND DEPTH		CONTOUR	INCREMENTAL	TOTAL
	ELEV.	AREA (SF)	VOLUME (CF)	VOLUME (CF)
(FT) BOTTOM	1000.00	1,589		
1.0	1000.00	2,475	2,016	2,016
2.0	1001.00	3,534	2,989	5,005
3.0	1002.00	4,765	4,134	9,139
0.0		.,. 00	.,	0,100
	ELEV	VOLUME	VOLUME REQ.	ELEVATION
LOWER	1002.00	5,005	7,467	1002.60
HIGHER	1003.00	9,139	, -	



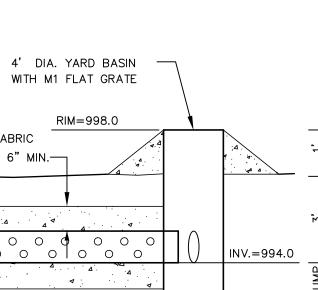


### \_SLOPE 5 ON 1 MAX. FOREBAY

---TOP OF BERM = 1003.38 ----TOP OF SPILLWAY = 1002.60

### FOREBAY SPILLWAY CROSS SECTION

NONWOVEN GEOTEXTILE FILTER FABRIC, KEYED



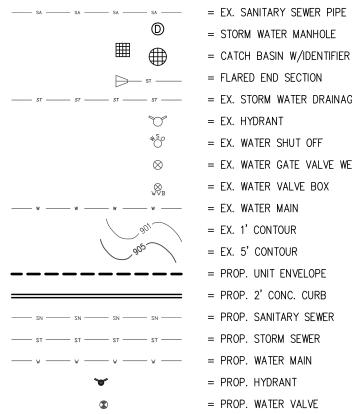
STOP = SIGN 
 00
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 CTV
 = EDGE OF BRUSH LINE = EDGE OF WOODS / TREE DRIP LINE  $- \times \times \times \times \times \times \times \times \times = FENCE$  (AS NOTED) \_\_\_\_\_ = EDGE OF GRAVEL  $- \cdot - - - - - - - = EDGE OF WETLANDS/SWAMP$ S



# GRAPHIC SCALE

( IN FEET ) 1 INCH = 30 FEET

### LEGEND

- (((∞ → ∞ → = UTILITY POLE W/GUY WIRE) = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - (PHONE/FIBER OF CABLE TV/MISC

  - = DECIDUOUS TREE W/IDENTIFIER
  - = CONIFEROUS TREE W/IDENTIFIER

  - = CONCRETE CURB (AS NOTED)

  - = SANITARY SEWER MANHOLE = STORM WATER MANHOLE
  - = CATCH BASIN W/IDENTIFIER
  - = FLARED END SECTION
  - = EX. STORM WATER DRAINAGE PIPE = EX. HYDRANT
  - = EX. WATER SHUT OFF
  - = EX. WATER GATE VALVE WELL
  - = EX. WATER VALVE BOX
  - = EX. 1' CONTOUR
  - = EX. 5' CONTOUR
  - = PROP. 2' CONC. CURB

  - = PROP. HYDRANT
  - = PROP. WATER VALVE
  - = PROP. 1' CONTOUR

= PROP. 5' CONTOUR

### BENCHMARK

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

BENCHMARK #201 SPIKE INTHE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59. ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.

ELEVATION = 1012.99 (NGVD 29)



SCALE: 1in. = 30ft.



SOIL BORING INFORMATION PROVIDED ON SHEET GR3

RETENTION BASIN ULATIONS & DETAILS

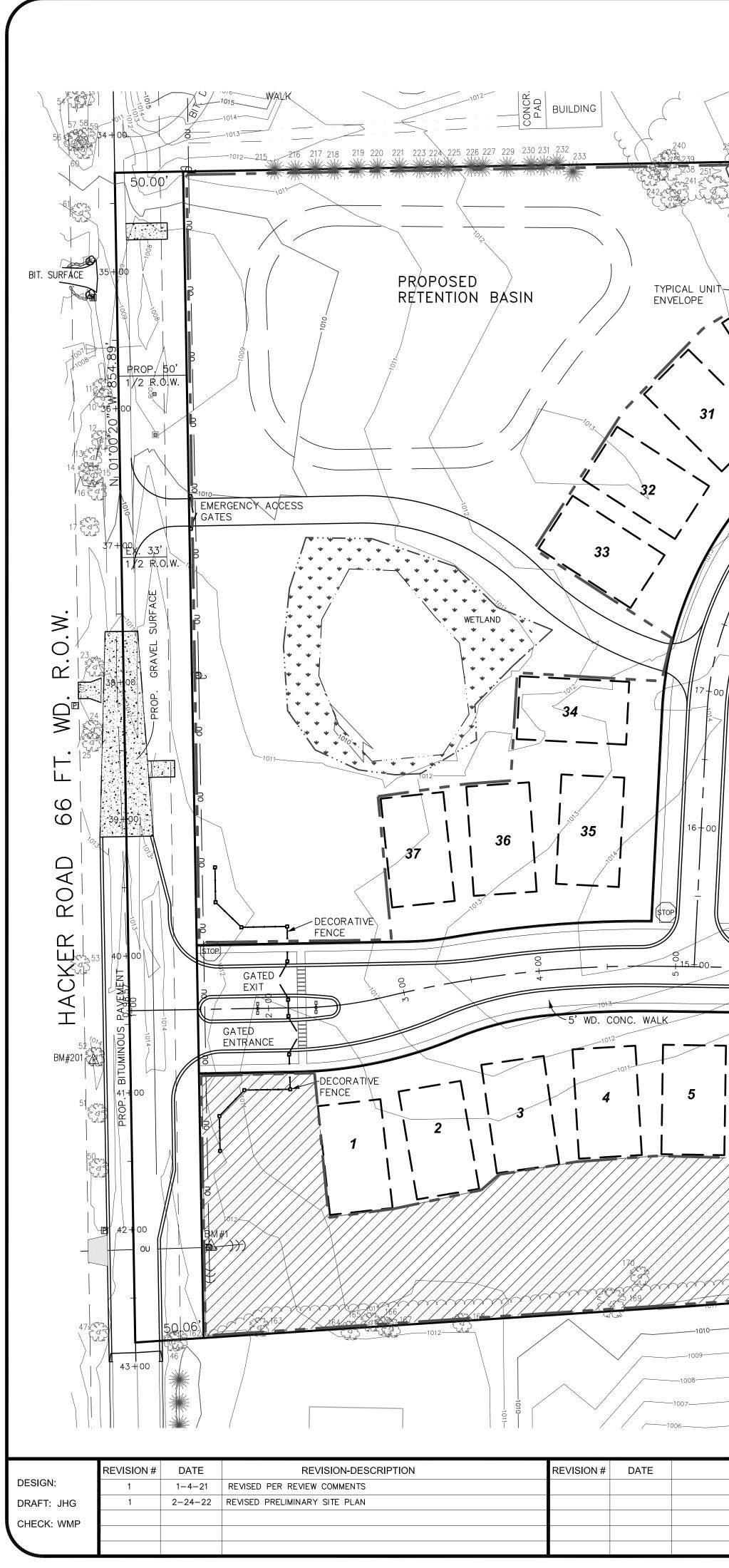
'n,

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI 4836-5320

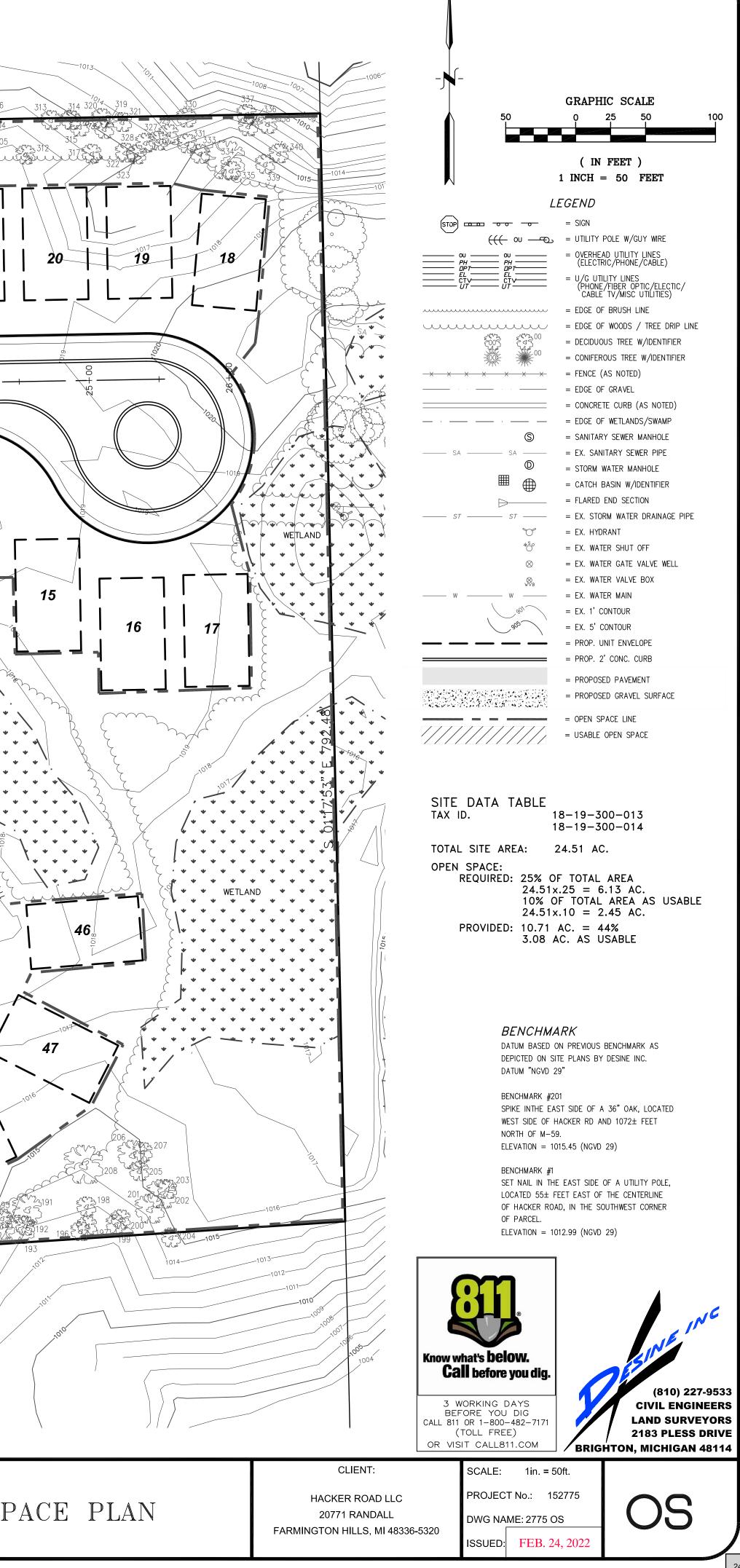
CLIENT:

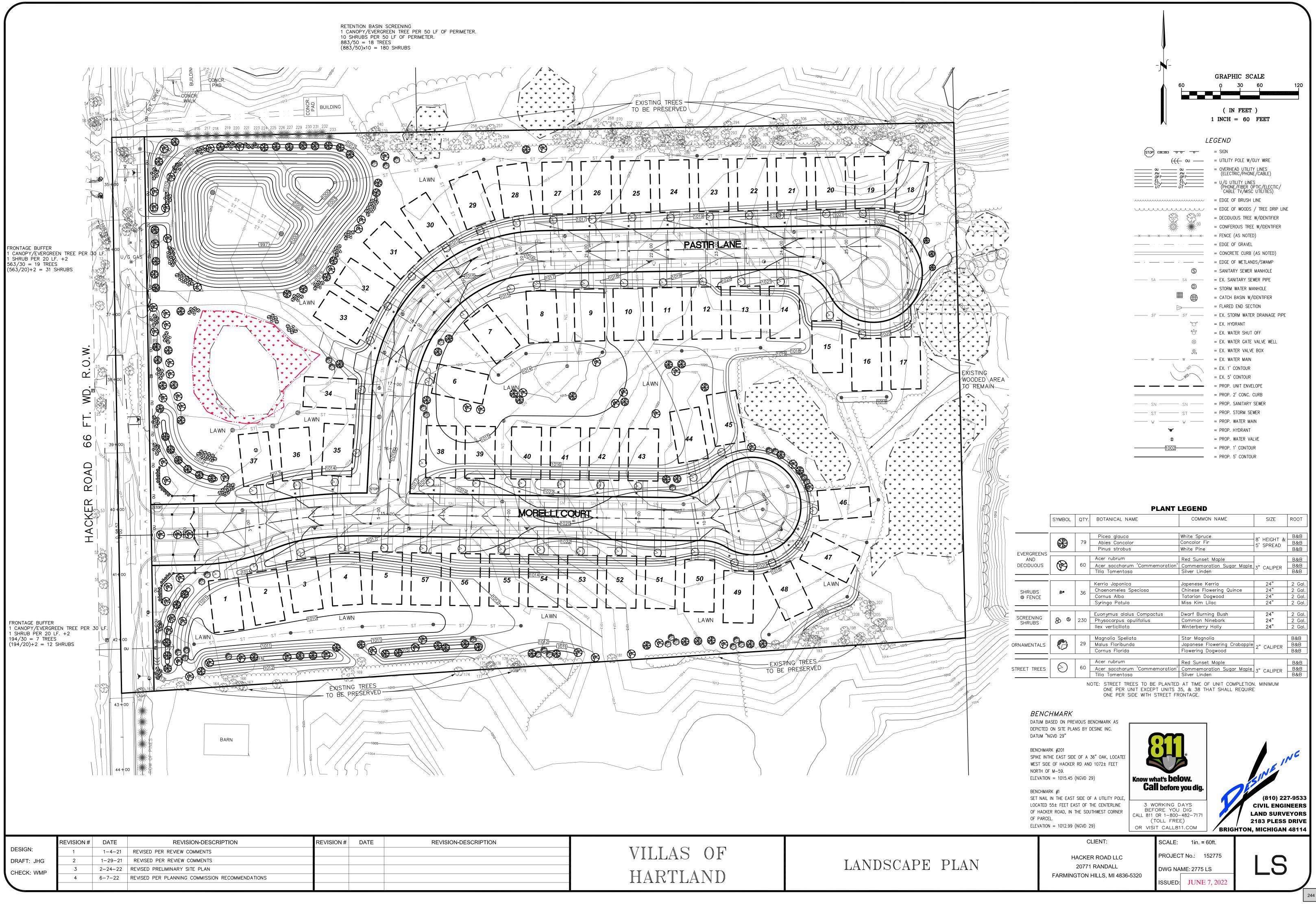
PROJECT No.: 152775 GR2 DWG NAME: 2775 GR2 ISSUED: FEB. 24, 2022

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC. "Testing to keep America on a firm foundation" 4841 GOLF CLUB ROAD • HOWELL, MI 48843	HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC. "Testing to keep America on a firm foundation" 4841 GOLF CLUB ROAD • HOWELL, MI 48843	HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC. "Testing to keep America on a firm foundation" 4841 GOLF CLUB ROAD • HOWELL, MI 48843	HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC. "Testing to keep America on a firm foundation" 4841 GOLF CLUB ROAD • HOWELL, MI 48843
REPORT OF SOIL BORING         TESTED FOR: Joe Rotundo         20771 Randall       EECORT # :6353         CLIENT # :4018         DAGE :3         Fatmington Hillo, NI 46336         LOCATION :Soil Boring #4 - See Enclosed Diagram         Soil Description       Depth Sample Elow N & Natural Unconfined Strength in Peet Type of a light of light o	REPORT OF SOLL BORING         TESTED FOR: JOE ROTUMO       REPORT #:6559 CLINEY #:4018 DATE ::02/26/19 FARMINGTON HILLS         20771 Randall       DATE ::02/26/19 FARMINGTON HILLENSTRIPH         Farmington Hills, MI 48336         LOCATION :Soil Boring #5 - See Enclosed Diagram         Soil Description       Depth Sample Plow N & N & Natural Unconfined Strength Freet free free free free free free free	REFORT OF SOIL BORING         THSTED FOR: Joe Rotundo       ERRORT #:6560         20771 Bandall       DATE ::02/26/20         Farmington Hills, MI 49336       MI 49336         IOCATION :Soil Boring #6 - See Reclosed Diagram         Soil Description         Description       Dayset and the second	REPORT OF SOIL BORING         TENTED FOR: Joe Rotundo         20771 Randall       DATE : 02/26/20         PARE :1         DATE : 02/26/20         PARE :1         DATE : 02/26/20         PARE :1         DOTI Boring #7 - See Enclosed Diagram         Soil Boring #7 - See Enclosed Diagram         Magning Count Val Nater: NT.         Not of Soil & Material         Soil & Soil
HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.         "Testing to keep America on a firm foundation" 4841 GOLF GLUB ROAD + HOWELL, MI 48843         REPORT OF SOIL BORING         TESTED FOR: Joe Rotundo         REPORT OF SOIL BORING         TESTED FOR: Joe Rotundo         REPORT OF SOIL BORING         20771 Randall         DATE :02/26/20 PAGE :1         Farmington Hills, MI 48336         LOCATION :Soil Boring #8 - See Enclosed Diagram         Soil Description         Depth Sample Blow N % Natural Unconfined Strength in & Count Val Water WT. Feet Type *	HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.         "Testing to keep America on a firm foundation" 4841 GOLF CLUB ROAD + HOWELL, MI 48843         REPORT OF SOIL BORING         TESTED FOR: Joe Rotundo         REPORT OF SOIL BORING         20771 Randall         DATE :02/26/20 PAGE :1         Farmington Hills, MI 48336         LOCATION :Soil Boring #9 - See Enclosed Diagram         Soil Description         Depth       Sample       Blow       N       %       Natural       Unconfined Strength         Soil Description         Depth       Sample       Blow       N       %       Natural       Unconfined Strength         Soil Description	HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.         "Testing to keep America on a firm foundation" 4841 GOLF CLUB ROAD + HOWELL, MI 48843         REPORT OF SOIL BORING         TESTED FOR: Joe Rotundo         REPORT OF SOIL BORING         20771 Randall         DATE :02/26/20 PAGE :1         Farmington Hills, MI 48336         LOCATION :Soil Boring #10 - See Enclosed Diagram         Soil Description         Depth Sample Blow N % Natural Unconfined Strength in % Count Val Water         WT. P C F Str. PSF Fail Strain	
Organic Soil & Material       0.5       Image: Clay         Silty Brown Clay       1.0       Image: Clay         1.5       Image: Clay       1.5         2.0       Image: Clay       1.6         3.0       Image: Clay       1.6         3.0       Image: Clay       1.6         3.5       Image: Clay       1.6         4.0       Image: Clay       1.6         4.5       Image: Clay       1.6         5.0       DCP2       12       14.5         5.5       Image: Clay       1.6         6.0       Image: Clay       1.6         6.5       Image: Clay       1.6         7.0       DCP3       10       16.2       1500.	Organic Soil & Material       0.5       I       I       I       I         Silty Brown Clay       1.0       I       I       I       I       I         1.5       I       I       I       I       I       I       I         2.0       I       I       I       I       I       I       I         2.0       I       I       I       I       I       I       I         3.0       I       I       I       I       I       I       I         3.0       I       I       I       I       I       I       I         3.5       I       I       I       I       I       I       I         4.0       I       I       I       I       I       I       I         5.0       I       I       I       I       I       I       I         5.0       I       I       I       I       I       I       I         6.0       I       I       I       I       I       I       I       I         6.5       I       I       I       I       I       I       I	Organic Soil & Material       0.5	
Type of Sample: SS - Split Spoon SL - Split Spoon With Liner ST - Shelby Tube       * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.         DRILLING METHOD : Trailer Mounted Auger DRILLING FOREMAN :L. Caudill BACKFILL MATERIAL: Existing Material       GROUND WATER ENCOUNTERED AT : GROUND WATER AFTER COMPLEATION: GROUND WATER AFTER :         REVISION # DATE       DATE       REVISION-DESCRIPTION       REVISION # REVISION # COUNTERED AT :	Type of Sample: SS - Split Spoon       * Standard Penetration Test - Driving 2" OD         SL - Split Spoon With Liner       Sampler 18" with 140 # Hammer, Falling 30"         Count made at 6" intervals.       Count made at 6" intervals.         DRILLING METHOD :Trailer Mounted Auger       GROUND WATER ENCOUNTERED AT :1' 0" BEG         DRILLING FOREMAN :L. Caudil1       GROUND WATER AFTER COMPLEATION:1' 0" BEG         BACKFILL MATERIAL:Existing Material       GROUND WATER AFTER :1 Hr.         DATE       REVISION-DESCRIPTION	Type of Sample: SS - Split Spoon       * Standard Penetration Test - Driving 2" OD         SL - Split Spoon With Liner       ST - Shelby Tube         DRILLING METHOD :Trailer Mounted Auger       GROUND WATER ENCOUNTERED AT :2' 6" BEG         DRILLING FOREMAN :L. Caudill       GROUND WATER AFTER COMPLEATION:2' 6" BEG         BACKFILL MATERIAL:Existing Material       GROUND WATER AFTER :1 Hr.	Know what's below. Call before you dig. 3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM CLIENT: SCALE: NONE
1 2–24–22 REVISED PRELIMINARY SITE PLAN		LLAS OF	LOGS HACKER ROAD LLC 20771 RANDALL EARMINGTON HILLS ML4836-5320 DWG NAME: 2775 GR

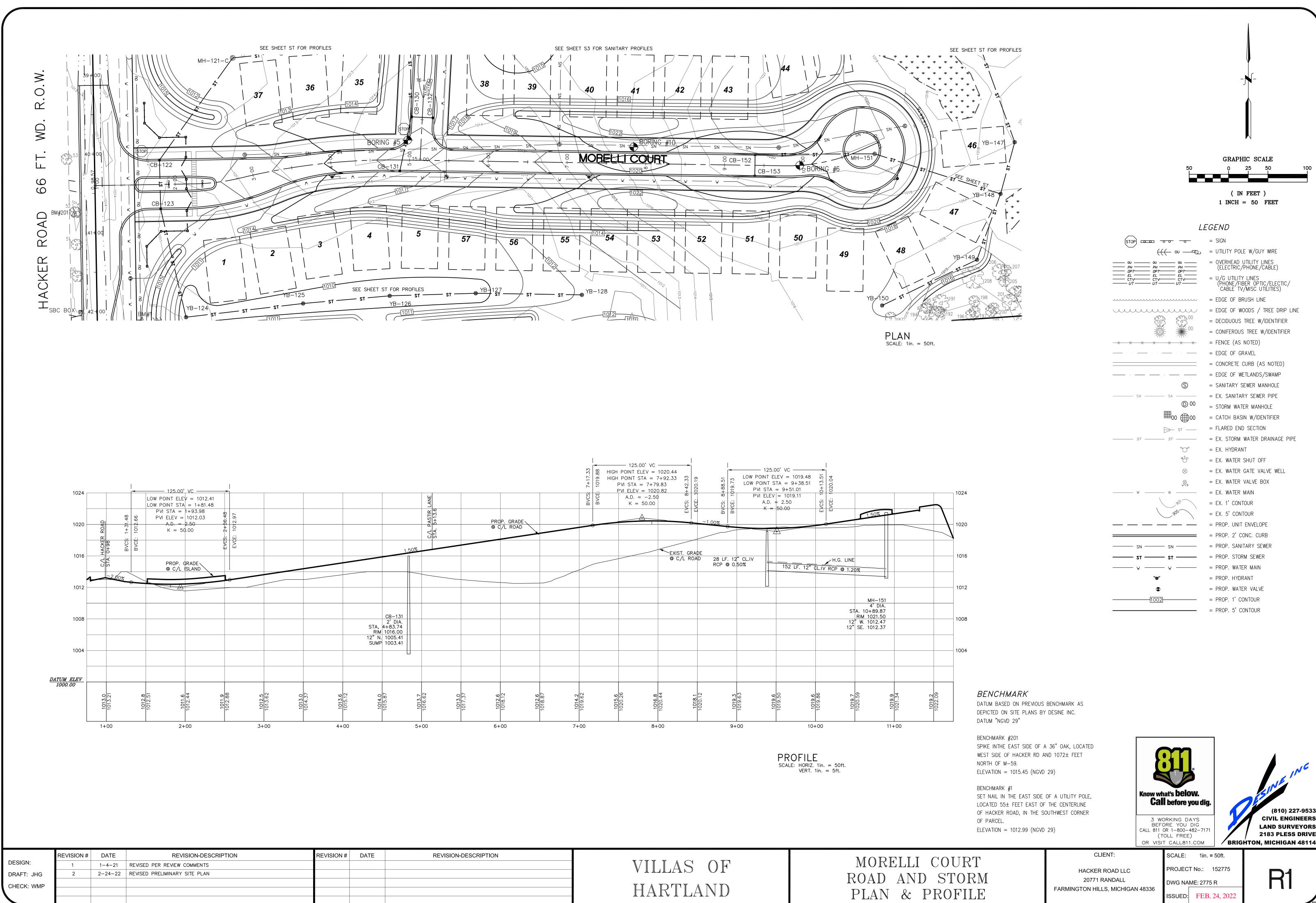


WE TLAND WE TLAND N 88°59°40 $"_2$ E 294.17' N 88°59°40 $"_2$ E 294.17' N 2444517' 245 249 254 255 255 255 255 255 255 255	WE TLAND 267 268 270 272 277 283 277 283 277 283 277 283 279 279 279 279 279 279 279 279	287 $303$ $303$ $302$ $302$ $302$ $303$ $304$ $302$ $304$ $304$ $304$ $304$ $304$ $304$ $305$ $304$ $305$
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		PASTIR LANE
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		TYPICAL UNIT ENVELOPE 1020 1020 44 44
RROP. BITUMIN		
TYPICAL UNIT     0,7       ENVELOPE     46.0' (TYP.)       1     1       57     56       0:000       57     56	$ \begin{array}{c}                                     $	
174 S <sub>17</sub> 86°14'30" W 1295		
REVISION-DESCRIPTION	VILLAS OF HARTLAND	OPEN SI

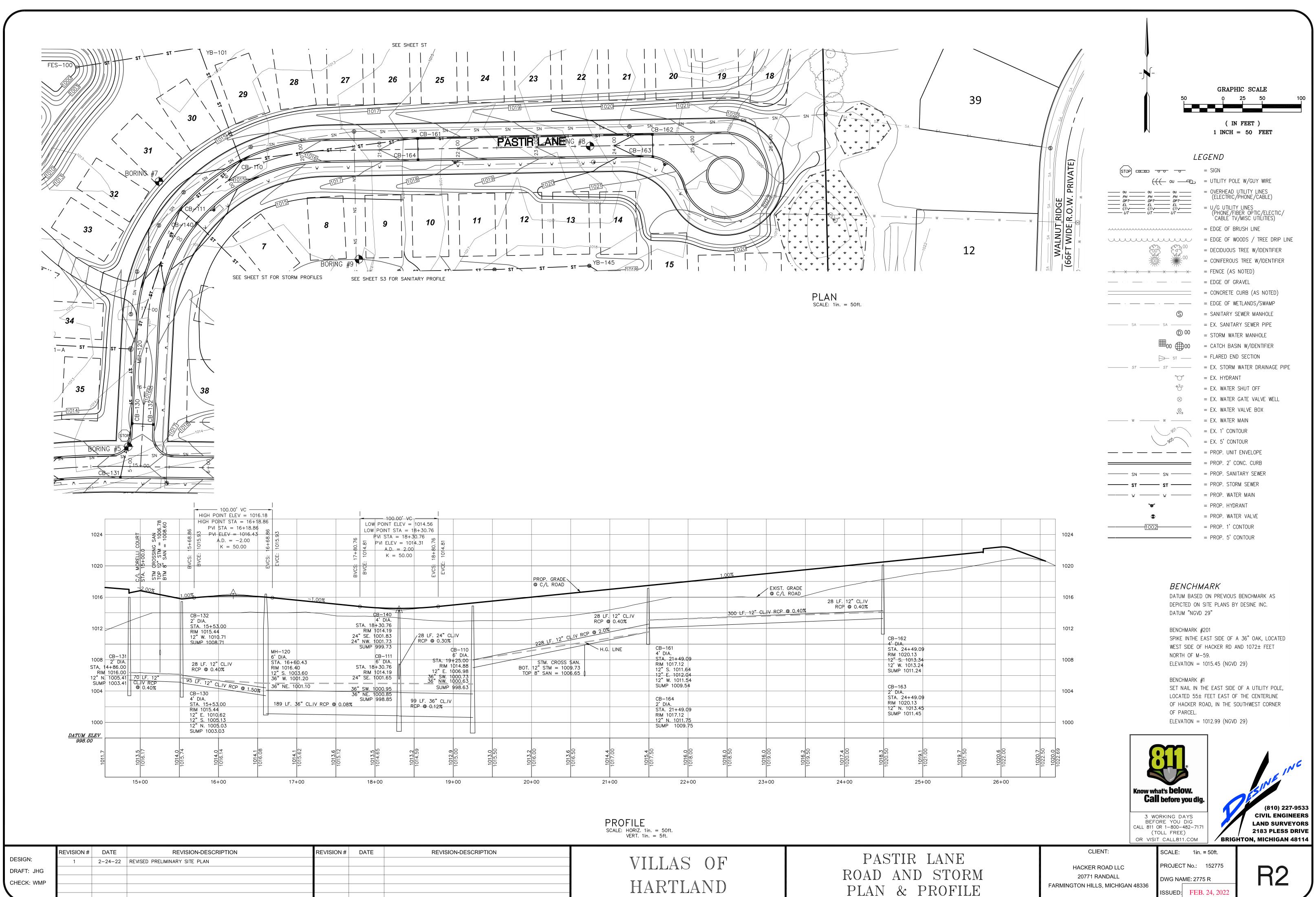




REVISION-DESCRIPTION	VILLAS OF	TANDOO
	HARTLAND	LANDSCA



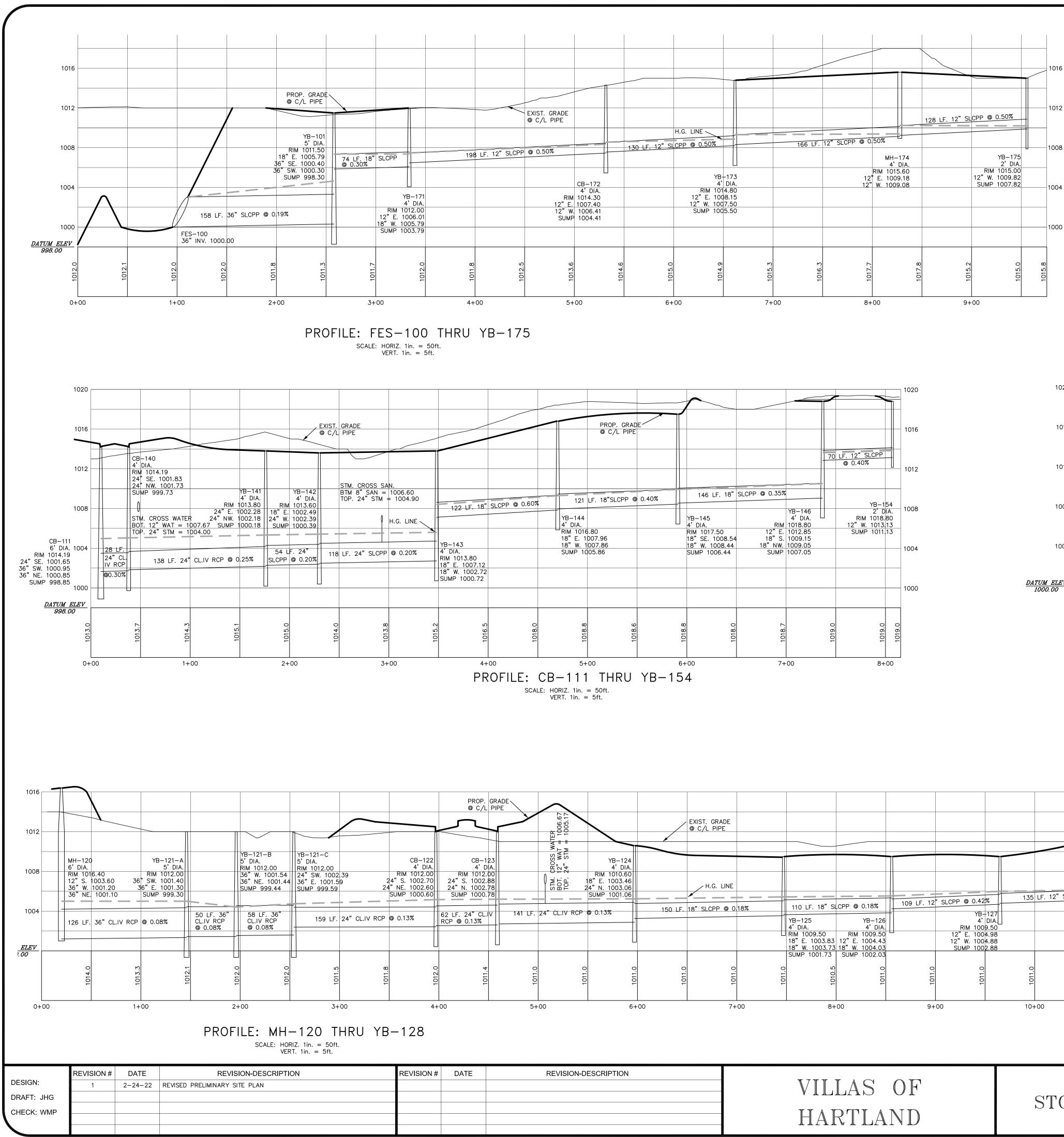
VILLAS	0
HARTLA	



	VERT. 1 in. $=$ 5ft.	
REVISION-DESCRIPTION	VILLAS OF HARTLAND	PAST ROAD A PLAN 8

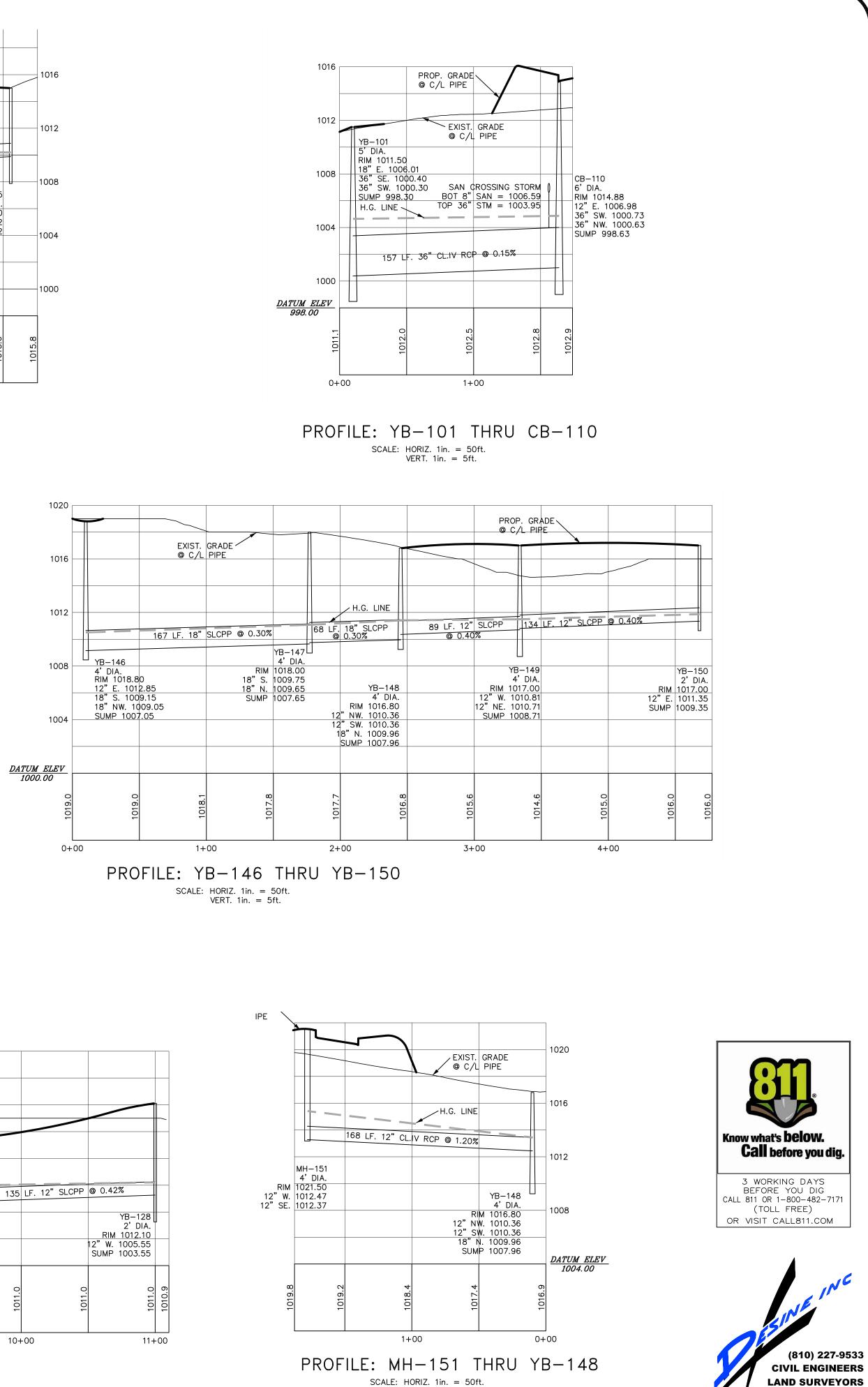
00	EVCS: 18+8 EVCE: 101													
												1		
	EVCS													n
					PROP. GRADE				1.0	0%				
					© C/L ROAD	<b>`</b>								$\top$
					W C/L ROAD						EXIST. GRADE			
											EXIST. GRADE @ C/L ROAD			
												28 I F.	12" CL IV	
	θ		1									RCF	12"CL.IV @ 0.40%	
										300 LF. 12" CL.	IV RCP @ 0.40%	•		+
						28 LF.	12" CL.IV			000 1				<b>_</b>
							0.40%							
					228 LF. 12" CI	2.0%								
	/28 LF. 24" (	CL.IV			-" ()	IV RCP Q Z								
X	RCP @ 0.30	8			228 LF: 12 0									CB-1 
7		0B_110				НС	LINE	CB-161						STA.
/						11.0.		4' DIA.						
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# & PROFILE



REVISION-DESCRIPTION	VILLAS OF HARTLAND	STORM SEW

	TER = 1006.67 = 1005.17			EXIST. GRADE @ C/L PIPE									
	¥ ¥ ¥												
	CROSS WAT 12" WAT = 24" STM =	YB-124 4' DIA.											
	STM. 0	RIM 1010.60 18" E. 1003.46 24" N. 1003.06		H.G. LINE									
		SUMP 1001.06					CPP @ 0.18%	109 LF. 12"	SLCPP @ 0.42	% 135	LF. 12" SLCPP	© 0.42%	-
1 LF.	24" CL.IV RCP	© 0.13% ·	150 LF.	18" SLCPP @ 0.18%	+	-125	YB-126 4' DIA.	-	4'	-127 DIA.		YB-128 2' DIA	8
					18"	1009.50 E. 1003.83	4′ DIA. [ RIM 1009.50 12" E. 1004.43 18" W. 1004.03		RIM 100 12" E. 100 12" W. 100 SUMP 100	4.98 4.88		RIM 1012.10 12"W. 1005.55 SUMP 1003.55	5
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SCALE: HORIZ. 1in. = 50ft. VERT. 1in. = 5ft.

VER PROFILES

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336

CLIENT:

ST

2183 PLESS DRIVE

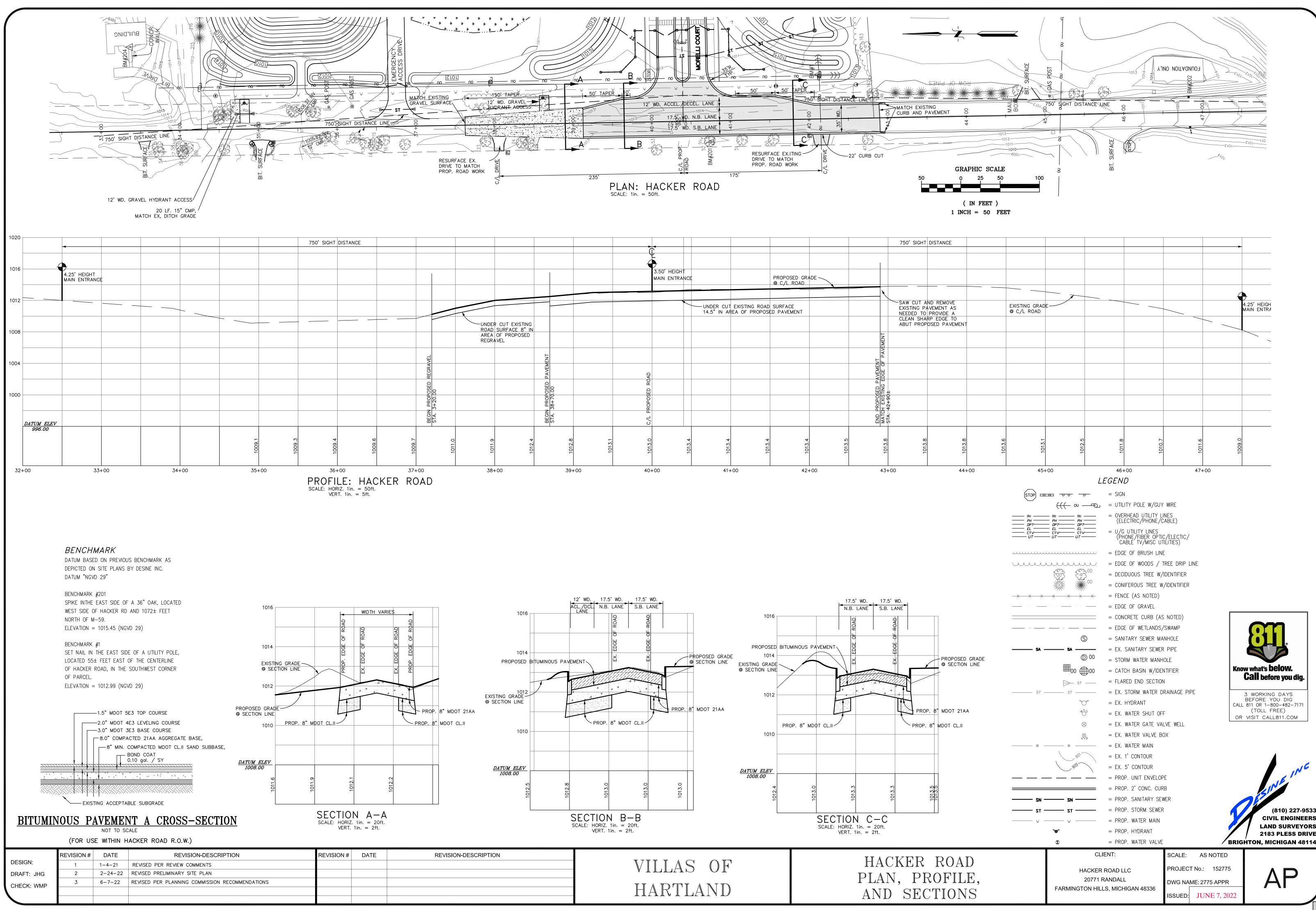
BRIGHTON, MICHIGAN 48114

SCALE: 1in. = 50ft.

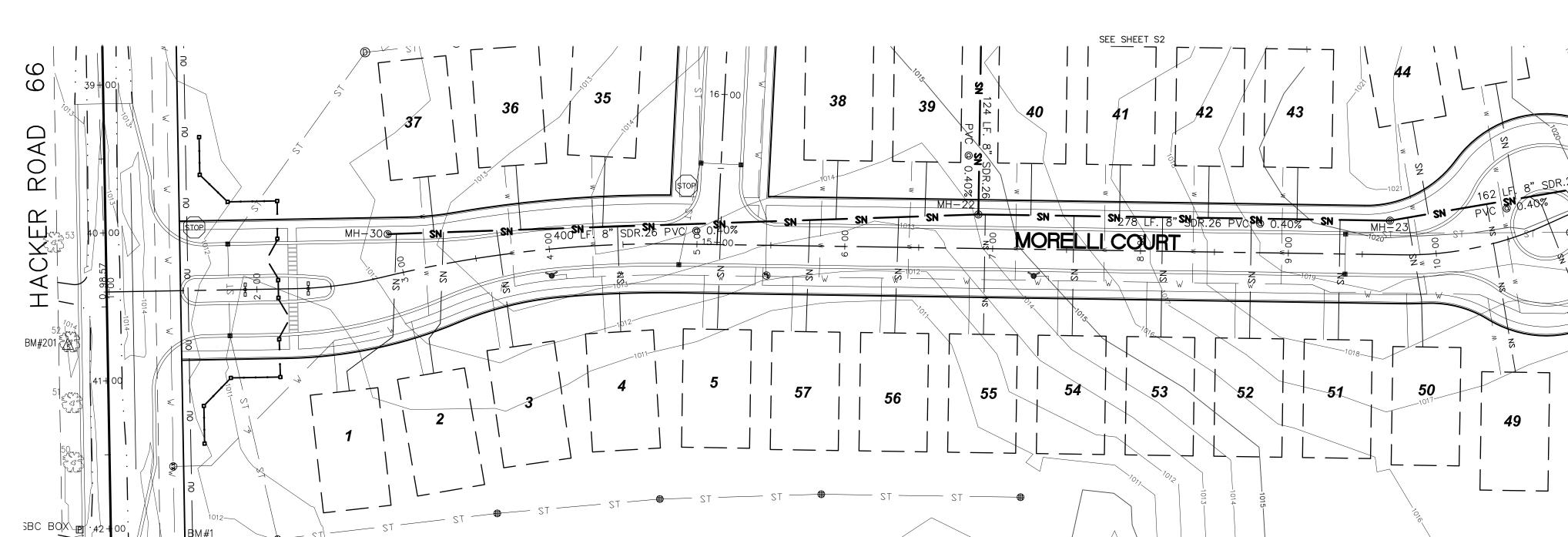
PROJECT No.: 152775

ISSUED: FEB. 24, 2022

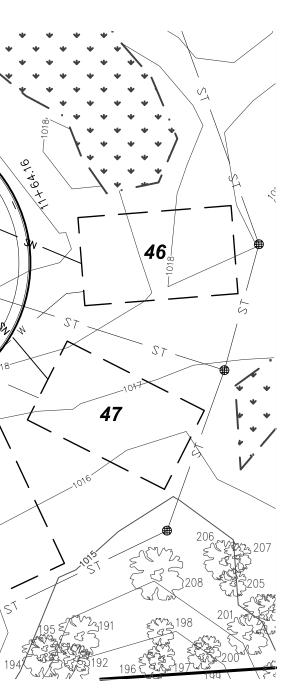
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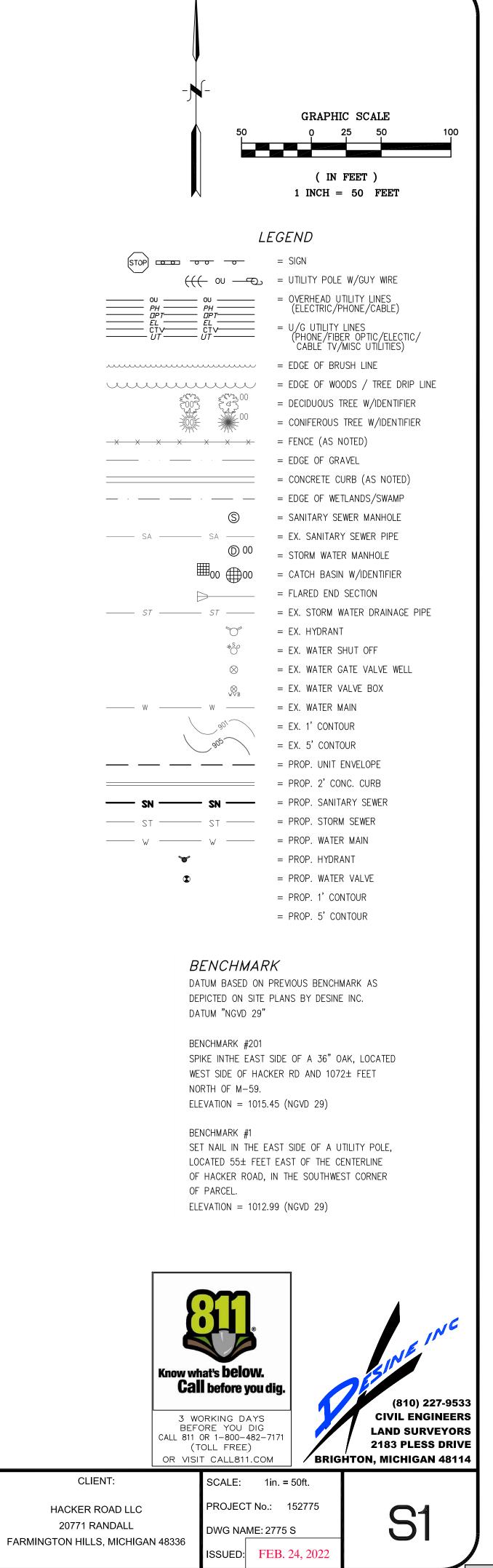


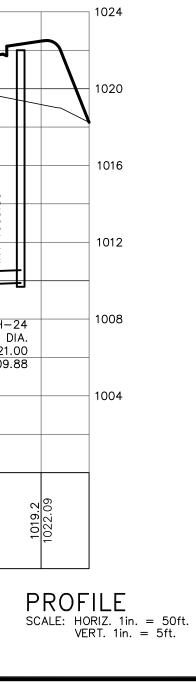
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Image: 1004     Image: 1005     Imag	1.20% 1.	INV 1009.28         LEAD         44         10           STA.         0+26         10         10           INV 1009.34         EVCS:         10+13.           LEAD         49         EVCE:         1020.0           STA.         0+66         NUV 1004.50         EVCE:         1020.0	ELEV = 1019.44 T STA = 9+38.5 A = 9+51.01 EV = 1019.11 D = 2.50 = 50.00 C + 00 C + 00	ILEAD 43       109.03         ILEAD 43       100.03.03         STA. 2+15       100.03.03         INV 1008.88       100.03.03         INV 1008.88       100.03.03         STA. 2+45       100.03.03         STA. 2+45       100.03.03	LEAD 52 STA. 1+85 INV 1008.65 0 70 STA. 1+85 INV 1008.76 8+88. BVCS: 8+88. BVCS: 8+88.	INV 1008.52 2 2 2 5 7 7 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	ELEV = 1020.4 STA = 7+92.33 = 7+79.83 = 1020.82 = -2.50 50.00 EX EX EX EX	HIGH POINT HIGH POINT PVI STA PVI ELEV A.D. K =	LEAD 55 STA. 0+05 INV 1008.04 BVCS: 7+17.	STA. 0+54 INV 1008.24 LEAD 39 STA. 0+36 INV 1008.17	INV 1008.48 LEAD 38 STA. 0+96 INV 1008.41 INV 1008.41	0  LEAD 5 STA. 1+74 STA. 57 STA. 5+13.6 INV 1008.72 LEAD 57	.F. 8" SDR.26	LEAD 35 LEAD 35 STA. 2+53 INV 1009.04	LEAD 3 STA. 3+26 INV 1009.53			<pre>/ = 1012.41 = 1+81.48 +93.98 1012.03 2.50 .00</pre>	/ POINT ELEV / POINT STA PVI STA = 1 PVI ELEV = <u>A.D. = 2</u> K = 50. PROP. GI @ C/L IS	BVCS: 1+31.48 MOT BVCE: 1012.66 AOT AOT	C/L HACKER STA. 0+98	1020 1016 1012
TOW RLEY         1000.00         0	1019.7 1019.9 1019.9		1019.6 1019.50	1019.63 1019.63		1018.1		1015.6 1020.26	1014.2 1019.62		1012.6 1018.12	1013.0 1017.37	1014.0 1015.87	1013.6 1015.12		1012.5 1013.62	1011.9			1012.8 1012.51		_



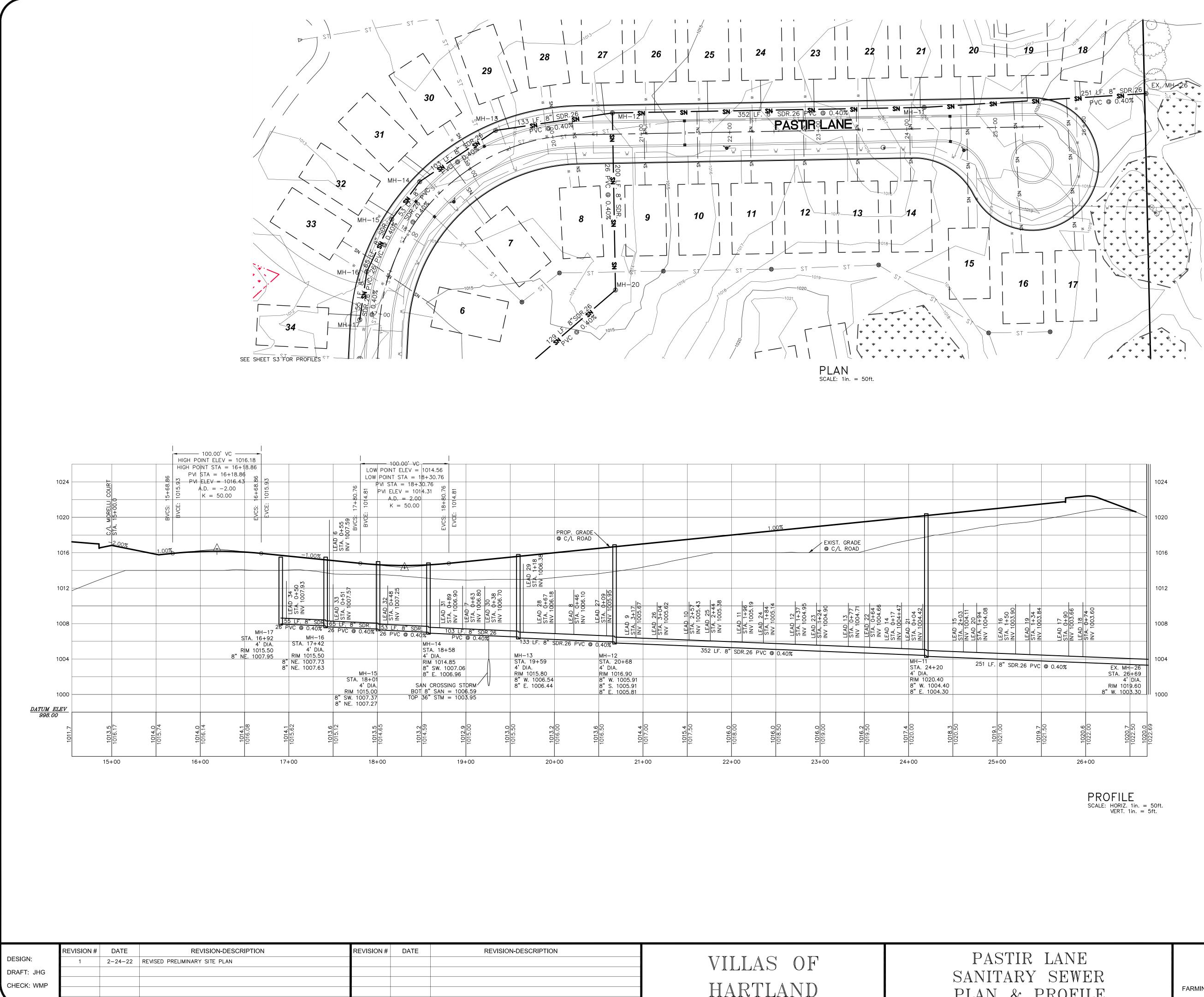
REVISION-DESCRIPTION	VILLAS OF HARTLAND	MOREL SANITA PLAN &





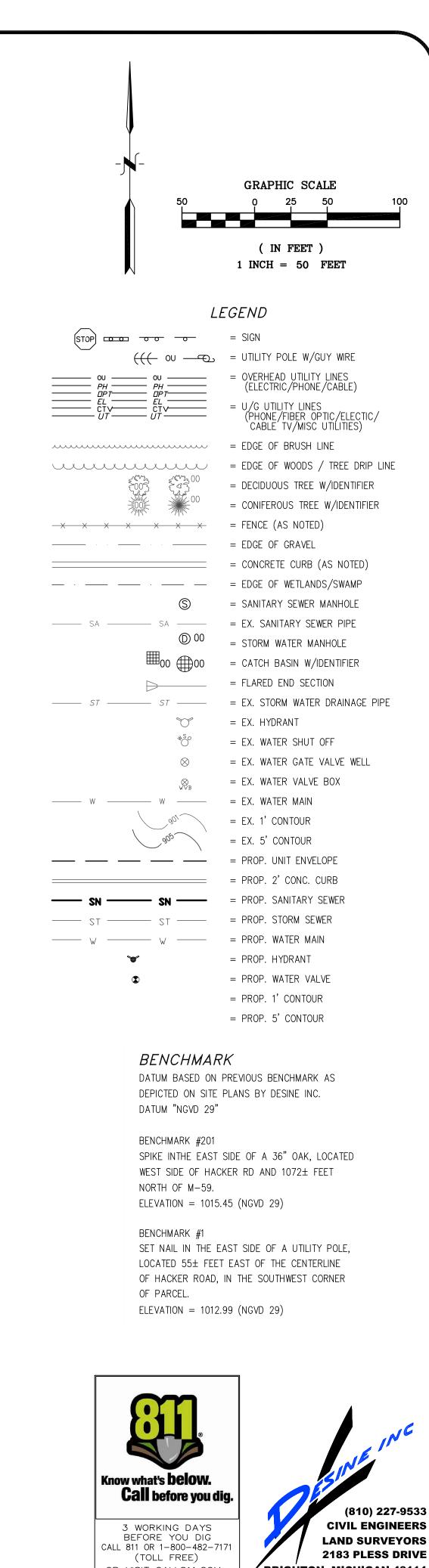


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8	Y	SEWER
) /	$\mathbb{P}$	ROFILE



TORM 06.59 03.95
MH-13 STA. 19+59 4' DIA. RIM 1015.80 8" W. 1006.54 8" E. 1006.44
\$DR.26 PVC @ ( 4
MH-12 STA. 20+68 4' DIA. RIM 1016.90 8" W. 1005.91 8" S. 1005.91 8" E. 1005.81
352 LF. 8'
" SDR.26 PVC @
0.40%
MH-11 STA. 24+20 4' DIA. RIM 1020.40 8" W. 1004.40 8" E. 1004.30
EEAD 15 STA. 2+03 10.4 1004.08 STA. 2+03 20 10.4 08 STA. 14-94 STA. 14-94 STA. 14-94 STA. 12 14-94 STA. 12 STA. 12 STA
8" SDF

REVISION-DESCRIPTION	VILLAS OF HARTLAND	PASTIE SANITAR PLAN &



PROFILE

CLIENT:

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336 SCALE: 1in. = 50ft. PROJECT No.: 152775 DWG NAME: 2775 S ISSUED: FEB. 24, 2022

OR VISIT CALL811.COM



**BRIGHTON, MICHIGAN 48114** 

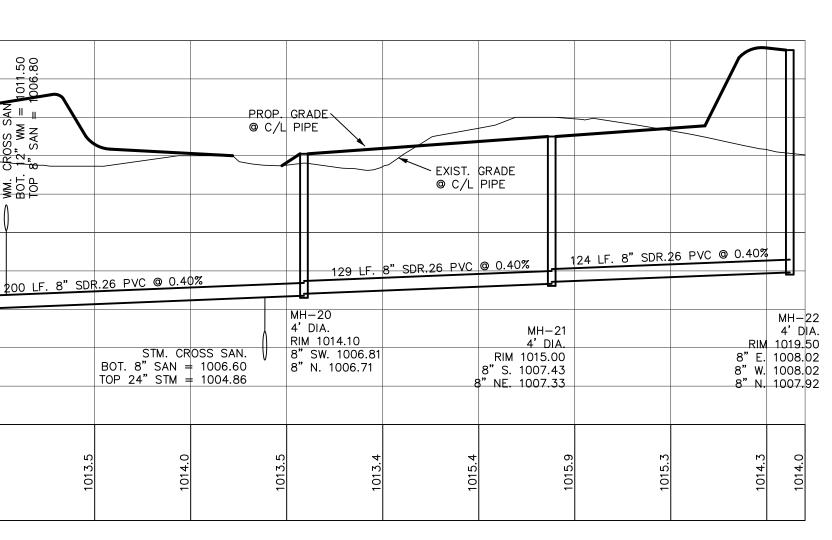
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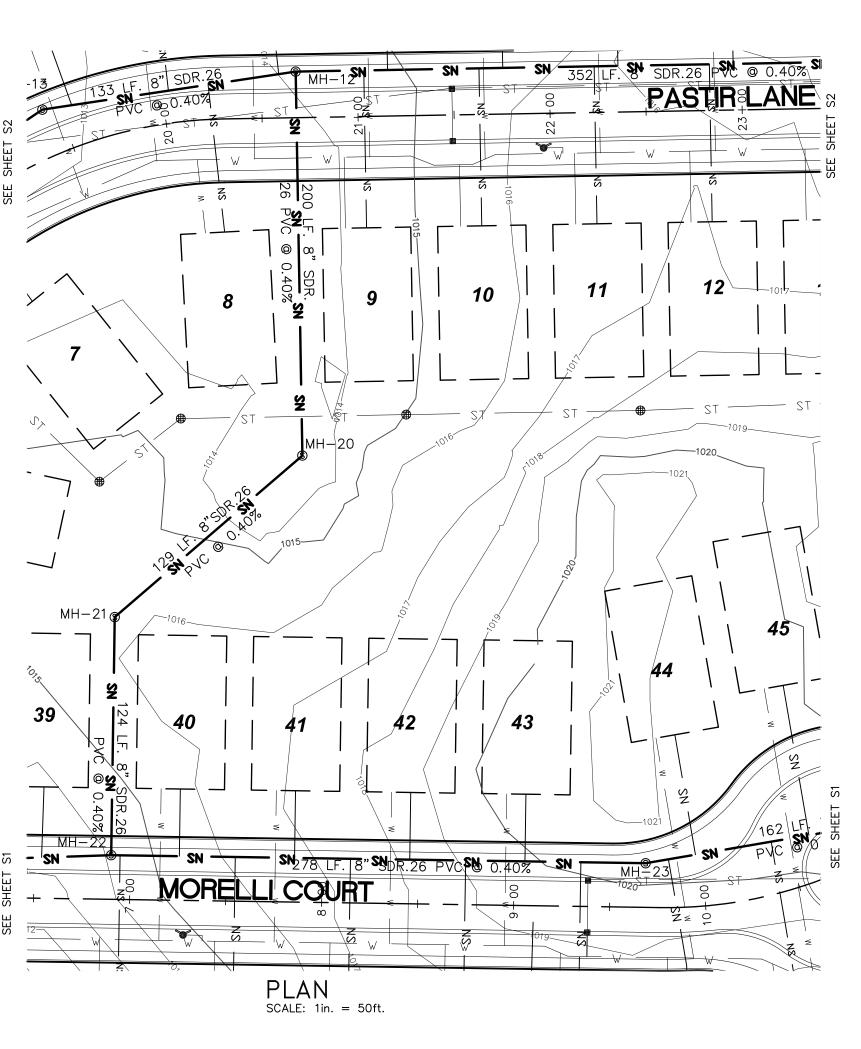
REVISION-DESCRIPTION

## VILLAS OF HARTLAND









# PLAN & PROFILE

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft. PROJECT No.: 152775 DWG NAME: 2775 S ISSUED: FEB. 24, 2022

OR VISIT CALL811.COM

ELEVATION = 1012.99 (NGVD 29)CLIENT:



3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE)

GRAPHIC SCALE 25

( IN FEET ) 1 INCH = 50 FEET

= OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)

= EDGE OF BRUSH LINE

= U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTIC/ CABLE TV/MISC UTILITIES)

= DECIDUOUS TREE W/IDENTIFIER

= CONCRETE CURB (AS NOTED)

= SANITARY SEWER MANHOLE

 $\bigcirc$  00 = STORM WATER MANHOLE

= EX. HYDRANT

= EX. WATER SHUT OFF

= EX. WATER VALVE BOX

= PROP. UNIT ENVELOPE

= PROP. 2' CONC. CURB

= PROP. WATER MAIN

= PROP. WATER VALVE

= PROP. 1' CONTOUR = PROP. 5' CONTOUR

= PROP. HYDRANT

 $\otimes$  = EX. WATER GATE VALVE WELL

= EX. 1' CONTOUR = EX. 5' CONTOUR

= PROP. SANITARY SEWER

--- ST ---- = PROP. STORM SEWER

 $100 \oplus 00 = CATCH BASIN W/IDENTIFIER$ 

= FLARED END SECTION

----- ST ------ = EX. STORM WATER DRAINAGE PIPE

= CONIFEROUS TREE W/IDENTIFIER

LEGEND

((( ou - = UTILITY POLE W/GUY WIRE

= EDGE OF WOODS / TREE DRIP LINE

- · - - = EDGE OF WETLANDS/SWAMP

\_\_\_\_\_ SA \_\_\_\_\_ SA \_\_\_\_\_ = EX. SANITARY SEWER PIPE

------ = EDGE OF GRAVEL

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— T2 —

SPIKE INTHE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59. ELEVATION = 1015.45 (NGVD 29) BENCHMARK #1

SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE

OF HACKER ROAD, IN THE SOUTHWEST CORNER

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC.

BENCHMARK

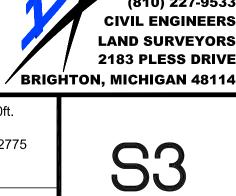
DATUM "NGVD 29"

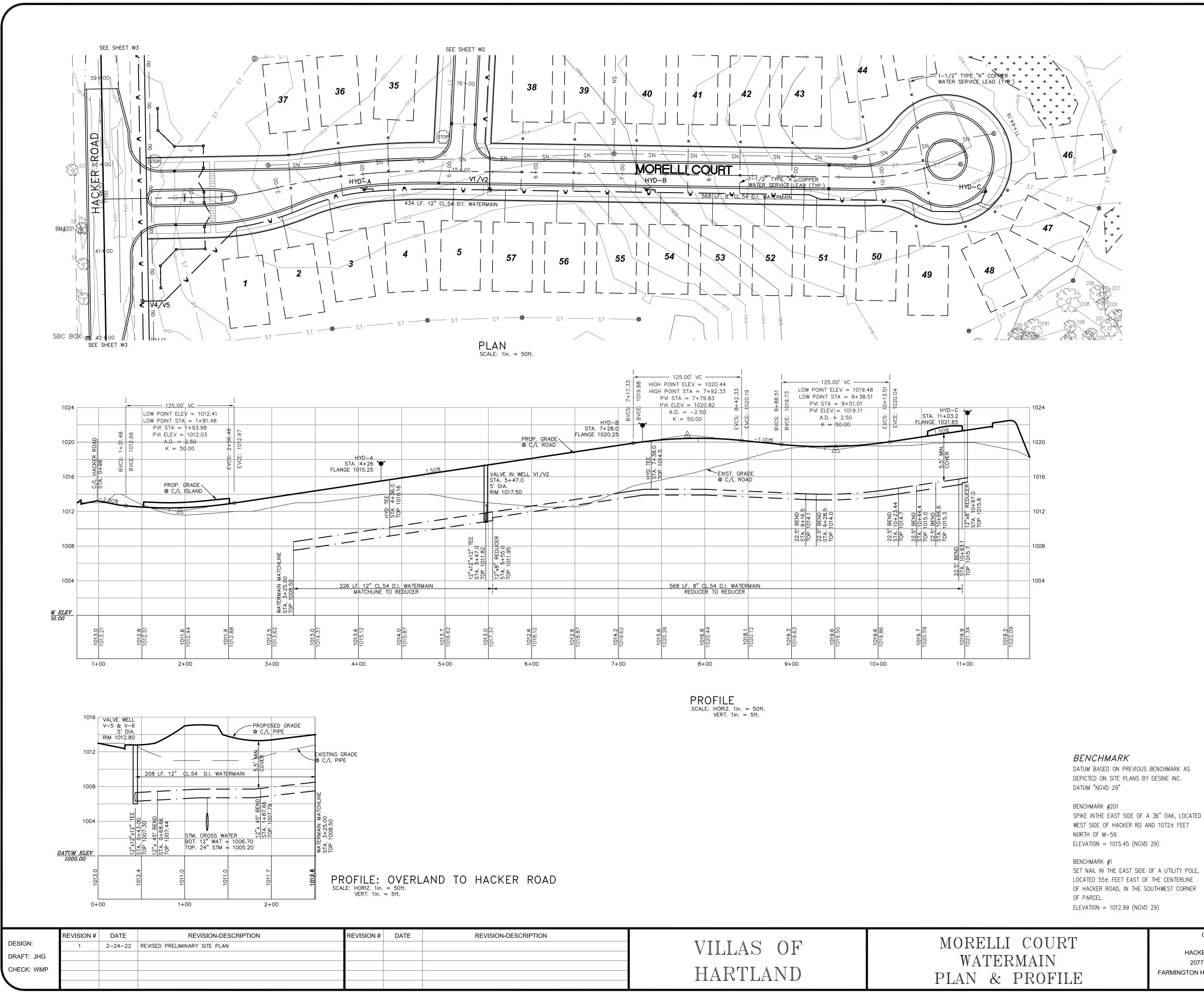
BENCHMARK #201

OF PARCEL.



(810) 227-9533 **CIVIL ENGINEERS** LAND SURVEYORS 2183 PLESS DRIVE





REVISION-DESCRIPTION	VILLAS OF	MOREL
	HARTLAND	WATH Plan &

HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336

CLIENT:

SCALE: 1in. = 50ft. PROJECT No.: 152775 DWG NAME: 2775 W ISSUED: FEB. 24, 2022

OR VISIT CALL811.COM



= PROP. HYDRANT

= PROP. WATER VALVE

= PROP. 1' CONTOUR

= PROP. 5' CONTOUR

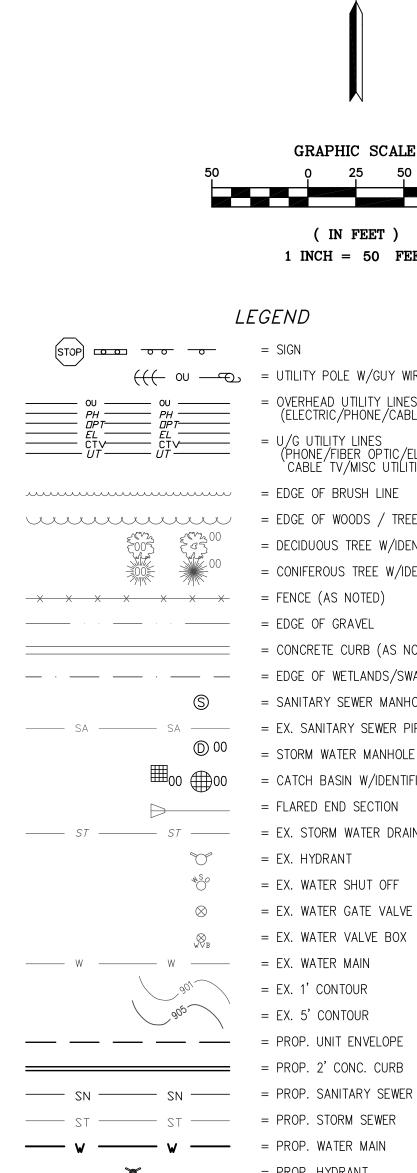


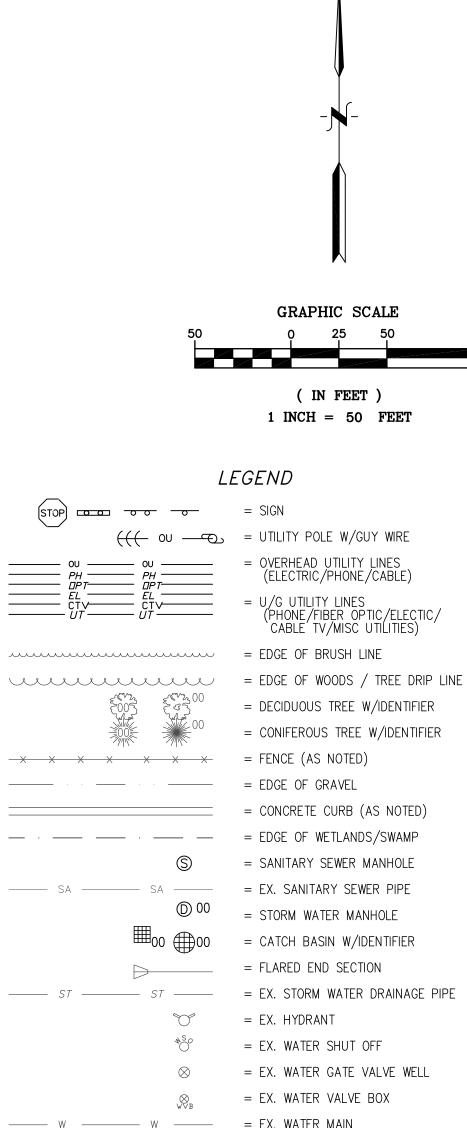
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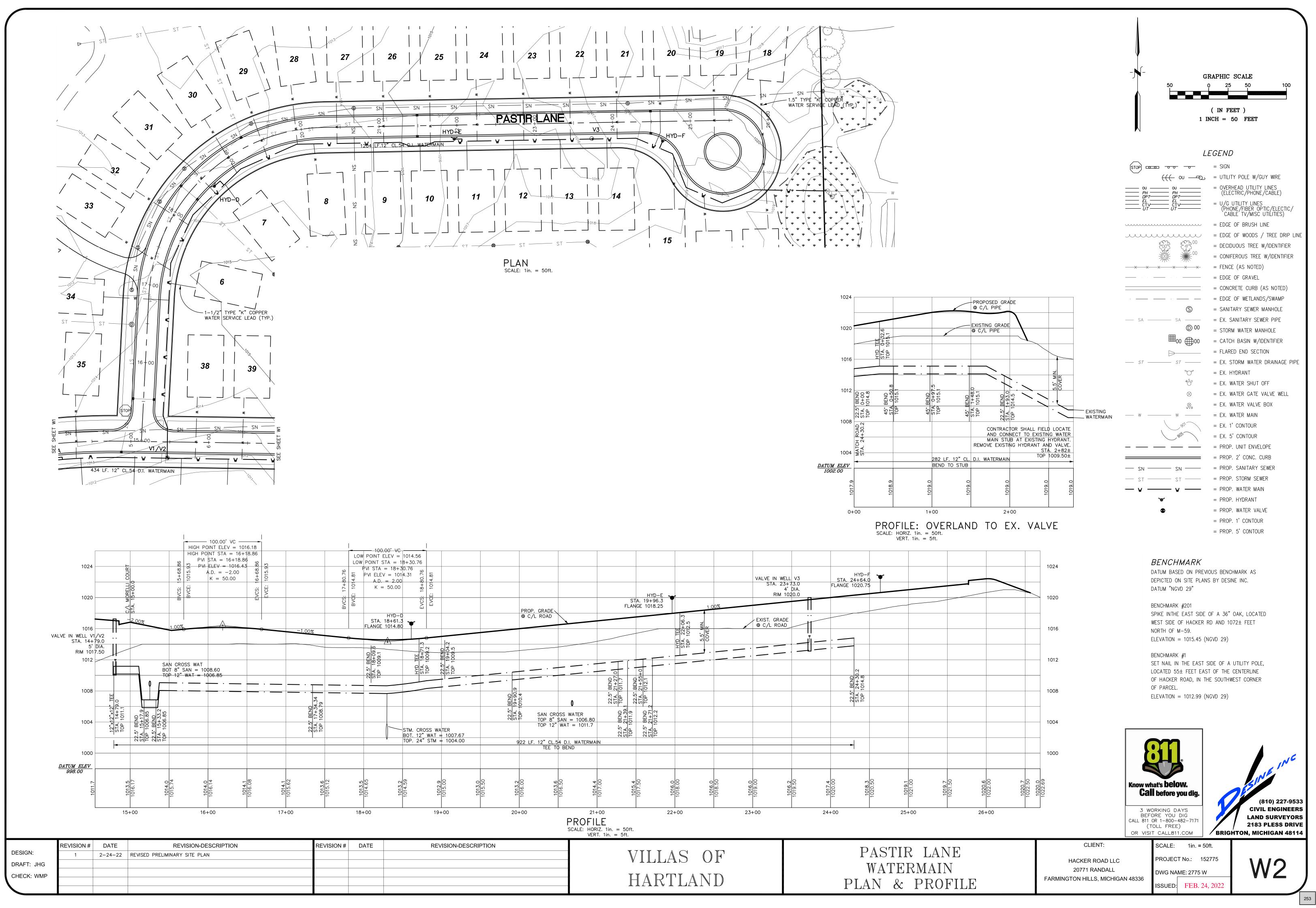
WEST SIDE OF HACKER RD AND 1072± FEET ELEVATION = 1015.45 (NGVD 29)SET NAIL IN THE EAST SIDE OF A UTILITY POLE,

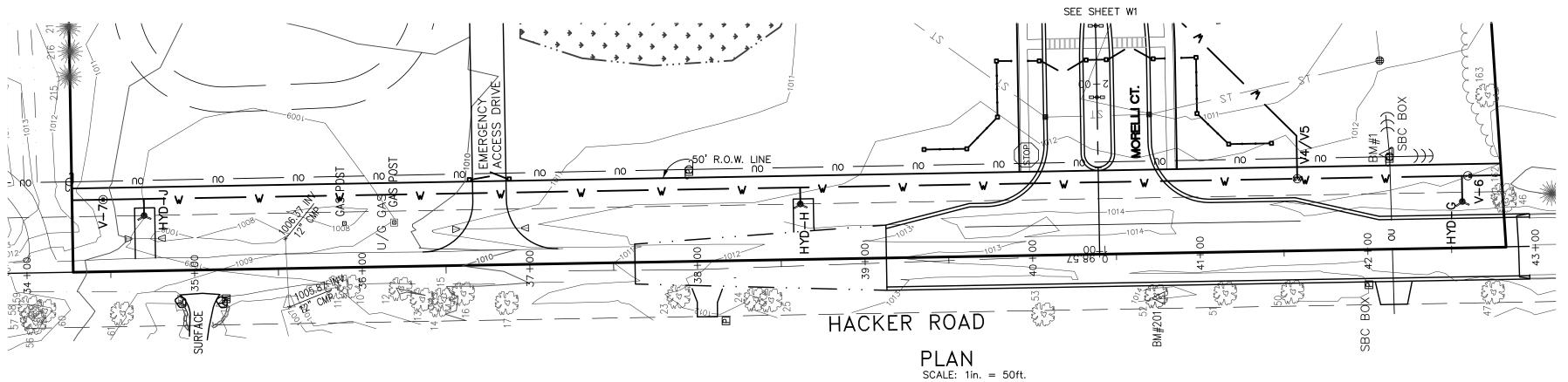
DATUM BASED ON PREVIOUS BENCHMARK AS

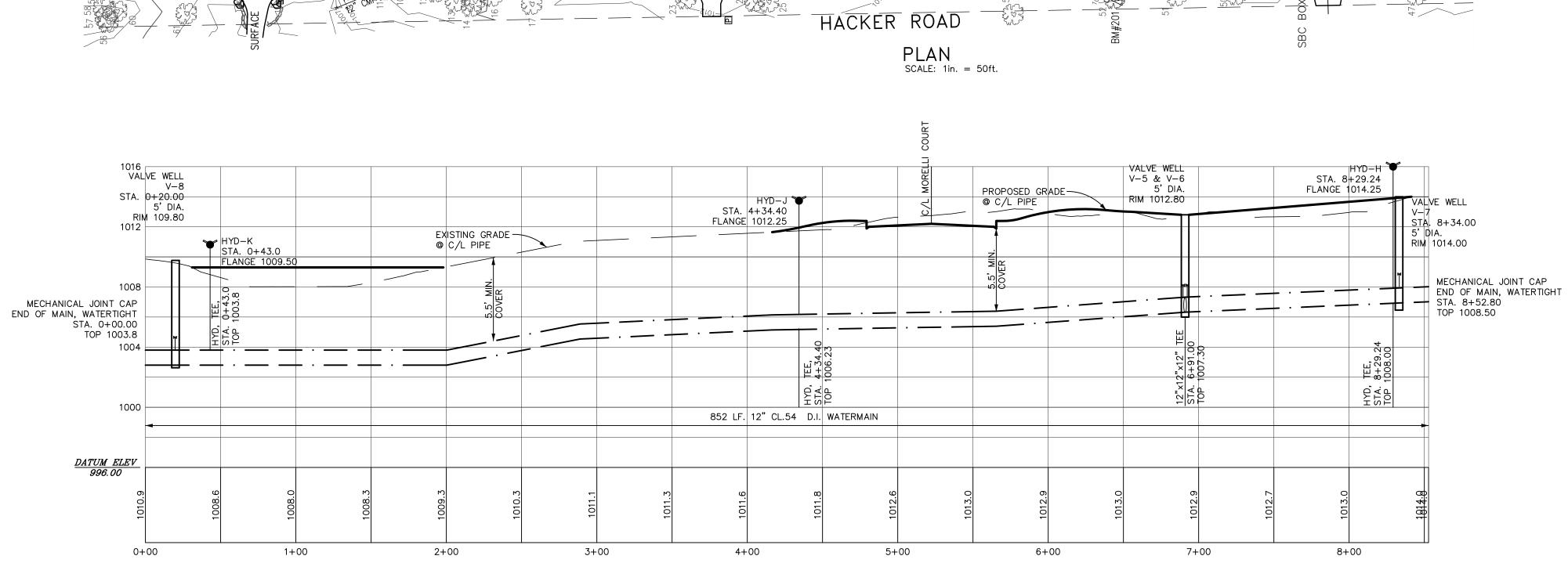
BENCHMARK DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"











	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	
DESIGN:	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
DRAFT: JHG						
CHECK: WMP						
A CONTRACTOR OF A CONTRACTOR O						

PROFILE SCALE: HORIZ. 1in. = 50ft. VERT. 1in. = 5ft.

REVISION-DESCRIPTION		
	VILLAS OF HARTLAND	HACKE WATE Plan &
		<u>I</u>

	ELEVATION = 1015.45 (NGVD	29)	
	BENCHMARK #1 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER		Know w Ca
	OF PARCEL. ELEVATION = 1012.99 (NGVD		3 V BEF CALL 811 ( OR VIS
ER ROAL	)	CLIENT:	
ERMAIN PROFI		HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGA	N 48336

BENCHMARK

DATUM "NGVD 29"

BENCHMARK #201

NORTH OF M-59.

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC.

SPIKE INTHE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET

> SCALE: 1in. = 50ft. PROJECT No.: 152775 DWG NAME: 2775 W ISSUED: FEB. 24, 2022



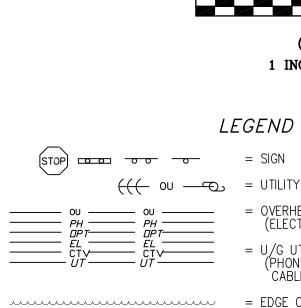
W3

Know what's **below**. **Call** before you dig.

3 WORKING DAYS BEFORE YOU DIG CALL 811 OR 1-800-482-7171 (TOLL FREE) OR VISIT CALL811.COM

**BRIGHTON, MICHIGAN 48114** 





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( IN FEET ) 1 INCH = 50 FEET LEGEND ((( ou - - UTILITY POLE W/GUY WIRE

= OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)

GRAPHIC SCALE 25

## = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTIC/ CABLE TV/MISC UTILITIES)

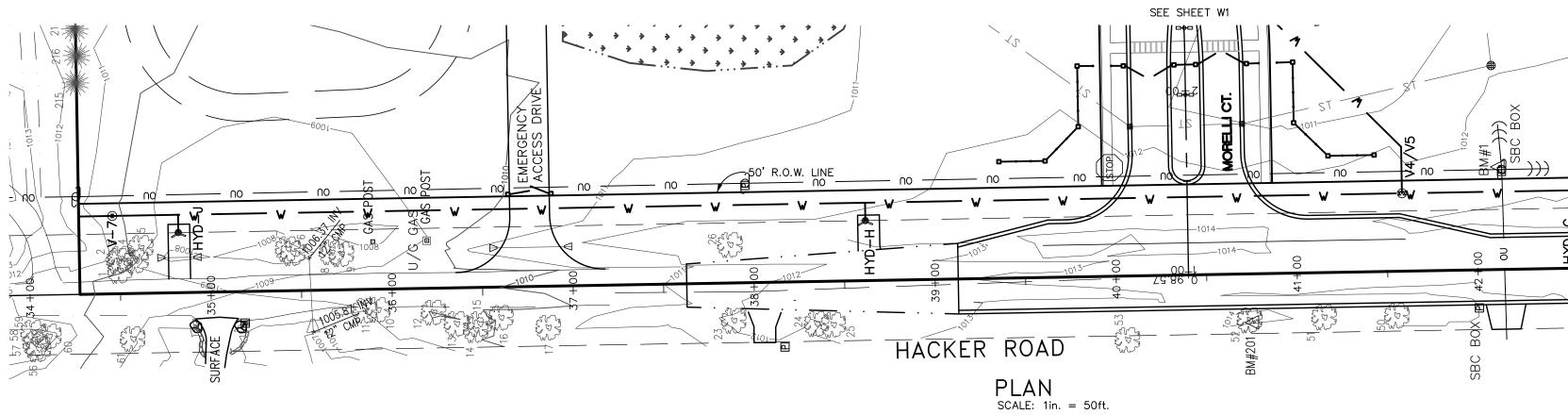
- = EDGE OF BRUSH LINE
- = EDGE OF WOODS / TREE DRIP LINE
  - = DECIDUOUS TREE W/IDENTIFIER
  - = CONIFEROUS TREE W/IDENTIFIER

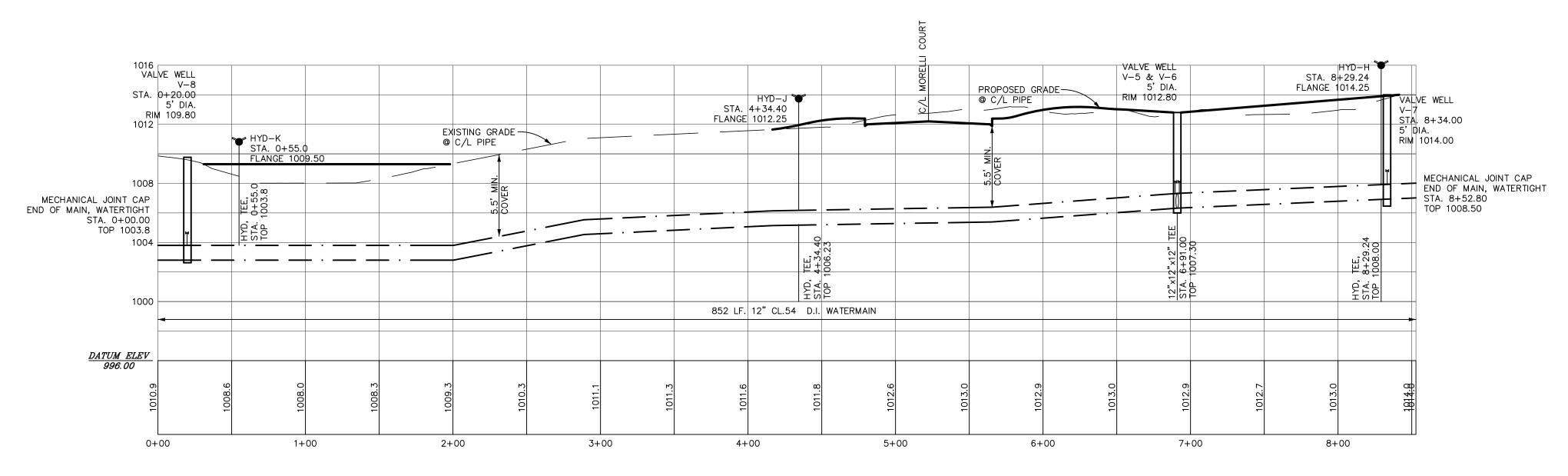
  - ------ = EDGE OF GRAVEL
    - = CONCRETE CURB (AS NOTED)
- · ---- = EDGE OF WETLANDS/SWAMP
  - = SANITARY SEWER MANHOLE
- \_\_\_\_\_ SA \_\_\_\_\_ SA \_\_\_\_\_ = EX. SANITARY SEWER PIPE
  - © 00 = STORM WATER MANHOLE

    - = CATCH BASIN W/IDENTIFIER
    - = FLARED END SECTION
- ----- ST ------ = EX. STORM WATER DRAINAGE PIPE
  - = EX. HYDRANT
  - = EX. WATER SHUT OFF
  - = EX. WATER GATE VALVE WELL
  - = EX. WATER VALVE BOX
- ——— w ——— w ——— = EX. WATER MAIN

  - = EX. 1' CONTOUR
  - = EX. 5' CONTOUR
- ----- = PROP. UNIT ENVELOPE
- = PROP. 2' CONC. CURB
  - \_\_\_\_\_\_ SN \_\_\_\_\_ = PROP. SANITARY SEWER
- ----- ST ----- ST ----- = PROP. STORM SEWER
  - - = PROP. HYDRANT

    - = PROP. WATER VALVE
    - = PROP. 1' CONTOUR
    - = PROP. 5' CONTOUR

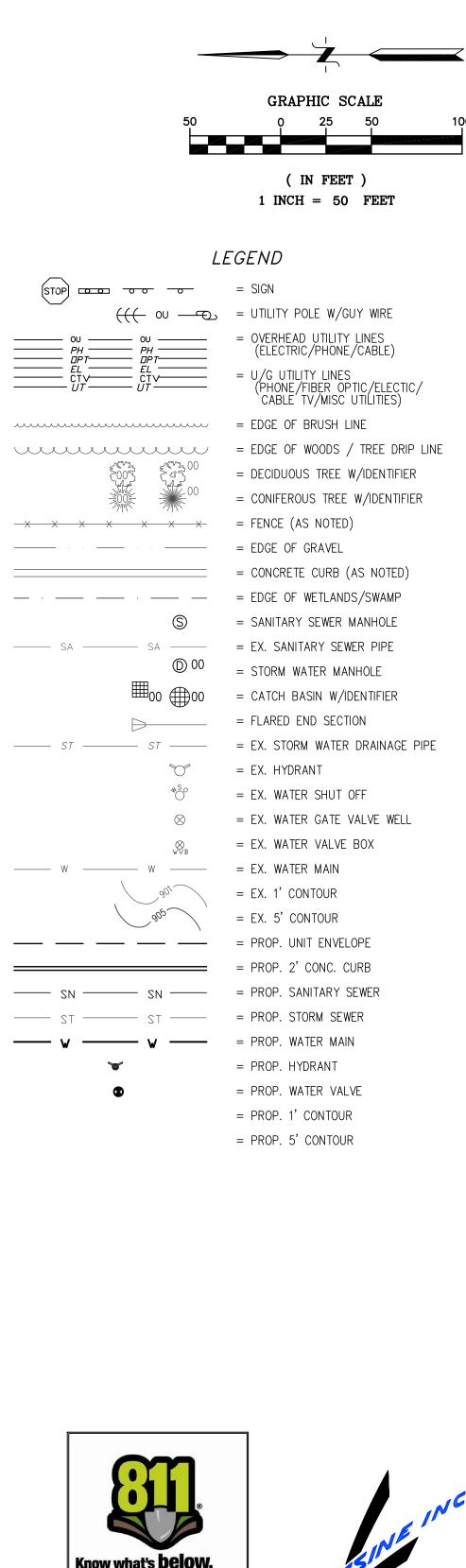




	<b>REVISION</b> #	DATE	REVISION-DESCRIPTION	<b>REVISION</b> #	DATE	
DESIGN:	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
DRAFT: JHG	2	6-7-22	REVISED PER PLANNING COMMISSION RECOMMENDATIONS			
CHECK: WMP						
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PROFILE SCALE: HORIZ. 1in. = 50ft. VERT. 1in. = 5ft.

REVISION-DESCRIPTION	VILLAS OF HARTLAND	HACKE Wate Plan &



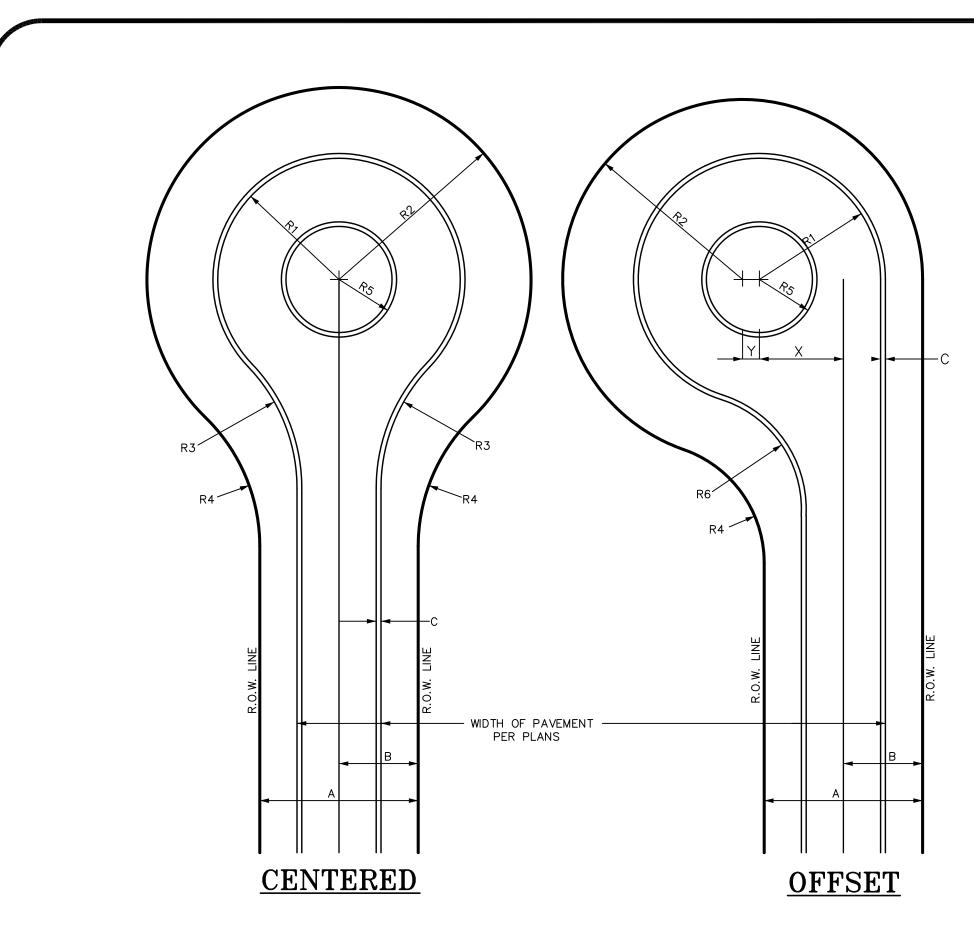
(810) 227-9533

CIVIL ENGINEERS

2183 PLESS DRIVE

W3

**BRIGHTON, MICHIGAN 48114** 



### CUL-DE-SAC WITH CURB DETAIL

	NOT TO SCALE		
		CENTERED	OFFSET
KEY	DESCRIPTION	DIMENSION	DIMENSION
А	ROAD RIGHT OF WAY WIDTH	66'	66'
В	CENTERLINE OFFSET TO RIGHT OF WAY	33'	33'
С	CURB AND GUTTER WIDTH	2'	2'
R1	PAVEMENT RADIUS	53'	53'
R2	RIGHT OF WAY RADIUS	75'	75'
R3	BACK OF CURB RETURN RADIUS	50'	50'
R4	RIGHT OF WAY RETURN RADIUS	75'	75'
R5	BACK OF CURB ISLAND RADIUS	22'	22'
R6	BACK OF CURB RETURN RADIUS		50'
Х	CURB RADIUS CENTER OFFSET		40'
Y	R.O.W. RADIUS CENTER OFFSET		2'

### **BITUMINOUS PAVEMENT NOTES:**

CHECK: WMP

1. The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the General Notes, Road and/or Parking Lot Construction Notes and Typical Road and/or Pavement Cross Section details on the project plans for additional requirements.

2. Unsuitable soils found within the 1 on 1 influence zone of the pavement, such as muck, peat, topsoil, marl, silt or other unstable materials shall be excavated and replaced up to the proposed subgrade elevation with MDOT Class III granular material compacted to 95% maximum unit weight, modified proctor.

3. Contractor shall proof roll prepared subgrade as directed by Engineer. Unacceptable areas of subgrade shall be undercut and replaced as directed by Engineer.

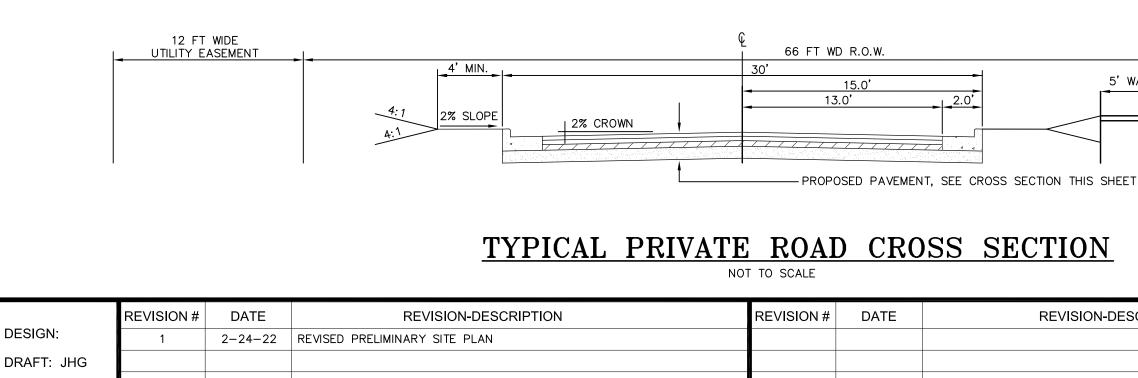
4. Owner/Developer may delay placement of the bituminous wearing course outside of the public road right of way. Repair of the bituminous leveling course may be necessary due to any delay in placement of the bituminous wearing course. Substantial repair to the bituminous leveling course may be necessary if placement of the bituminous wearing course is delayed for more than 12 months after placement of the bituminous leveling course. The bituminous leveling course shall be repaired as directed by Engineer prior to placement of the bituminous wearing course

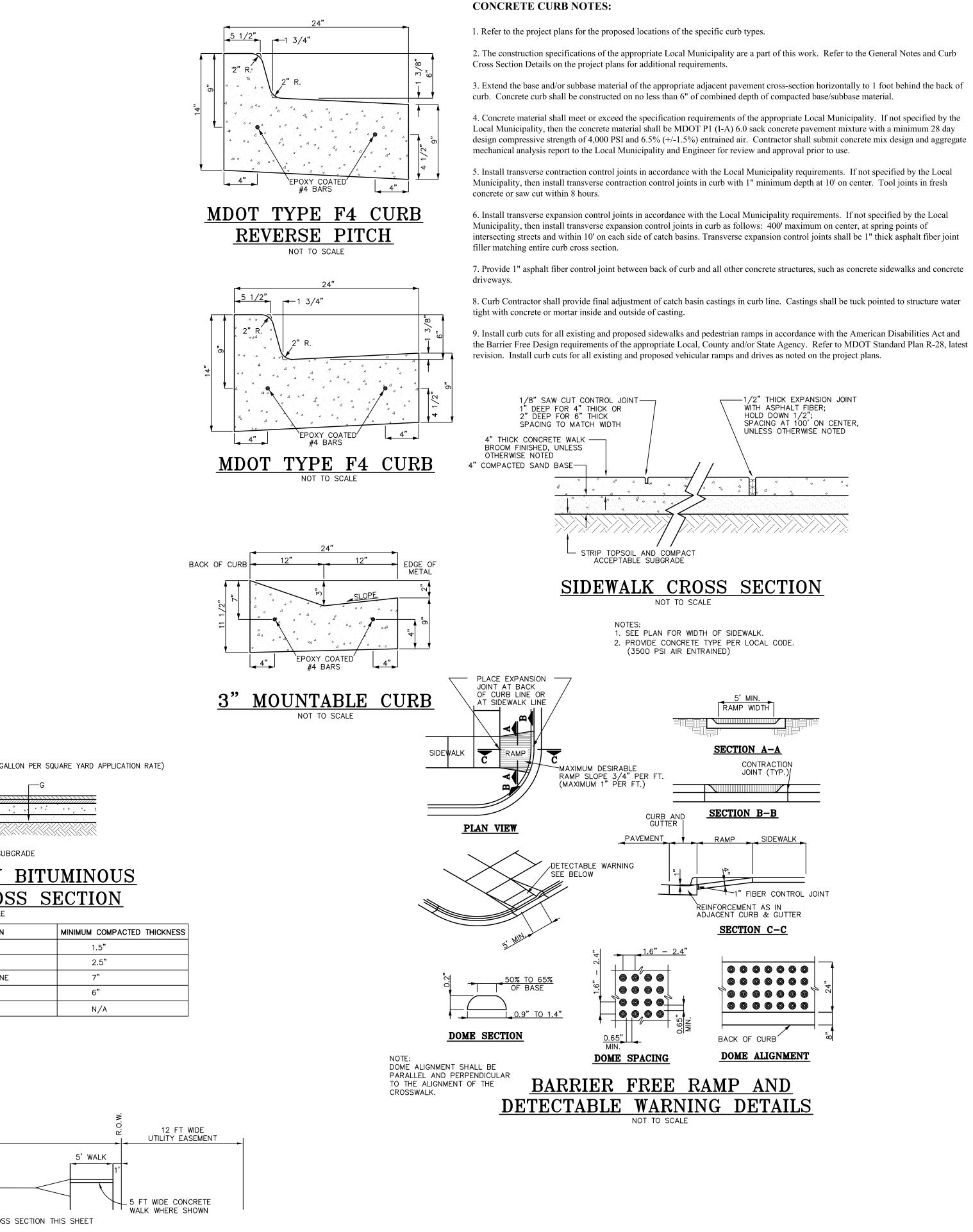
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EXISTING	G ACCEP	TABLE SU	JBGRADE

### STANDARD DUTY BITUMINOUS PAVEMENT CROSS SECTION

NOT TO SCALE

KEY	DESCRIPTION	MATERIAL SPECIFICATION
w	WEARING COURSE	MDOT 5E3
L	LEVELING COURSE	MDOT 4E3
В	AGGREGATE BASE	MDOT 21AA LIMESTONE
S	GRANULAR SUBBASE	MDOT CLASS II
G	GEOGRID	N/A





REVISION-DESCRIPTION	VILLAS OF HARTLAND	ROAD

### **GENERAL NOTES:**

1. Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.

2. Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).

3. Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.

4. Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.

5. Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.

6. Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.

7. Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.

8. The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation submittal and observation with the appropriate Agency, Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.

9. Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.

10. During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvement

11. Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.

12. Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.

13. All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.

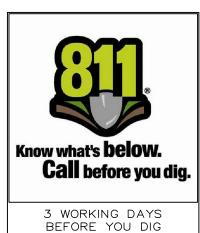
14. Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.

15. When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.

16. Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.

17. Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.

18. Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.



CALL 811 OR 1-800-482-717 (TOLL FREE)

OR VISIT CALL811.COM

SCALE: AS NOTED

PROJECT No.: 152775

ISSUED: FEB. 24, 2022

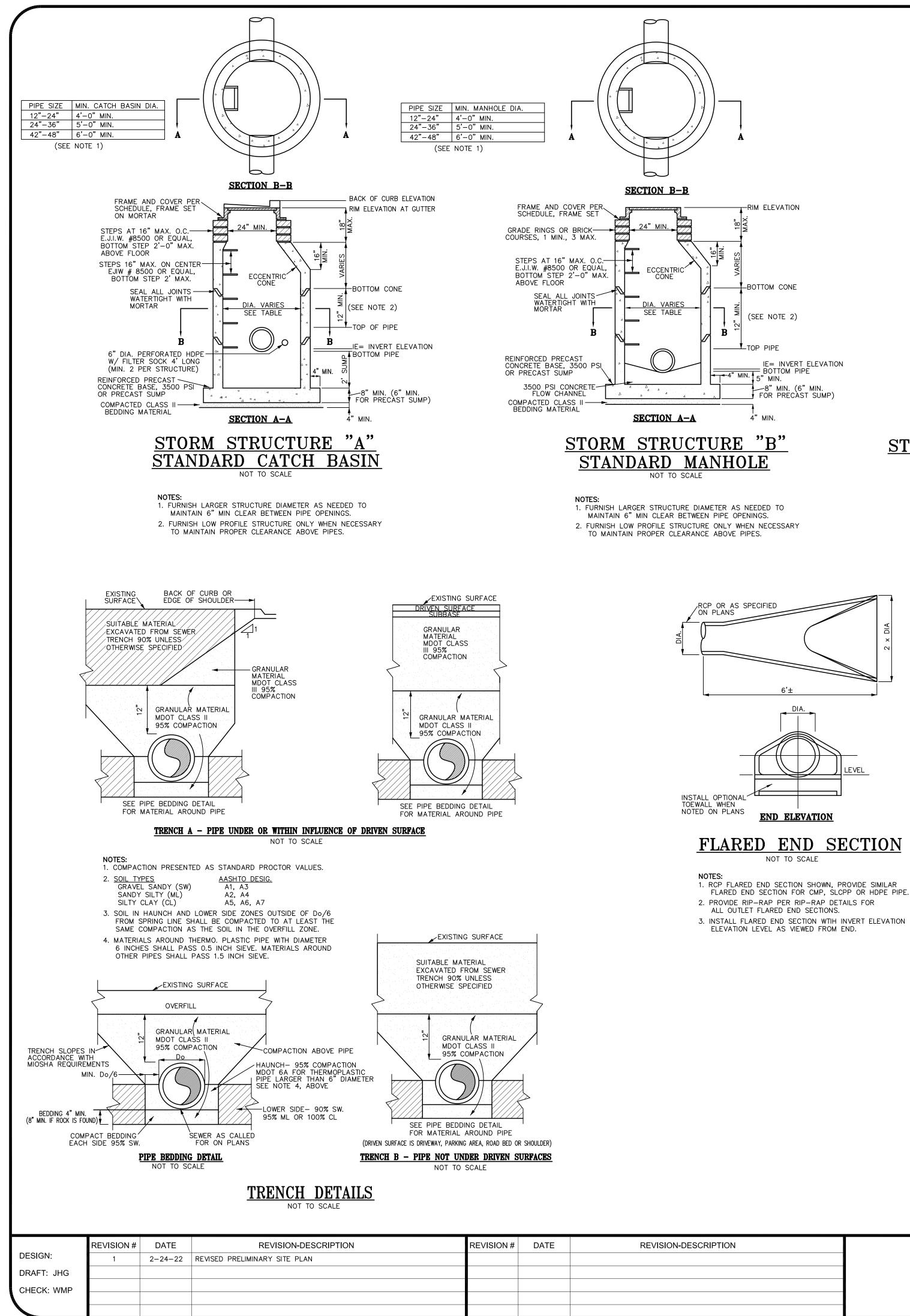
DWG NAME: 2775 DT



CLIENT:

HACKER ROAD, LLC 20771 RANDALL FARMINGTON HILLS, MI 48336-5320

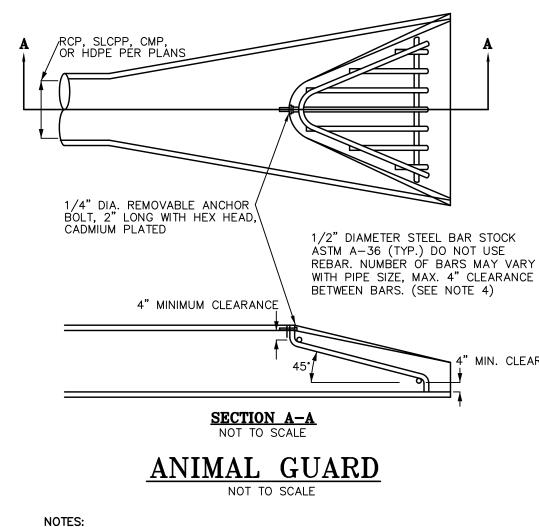
DETAILS



-STANDARD FRAME AND COVER PER SCHEDULE +" DIA. PVC DRAIN TILE-FILL TRENCH WITH 3/8" PEA STONE INV. ELEV. AS CALLED FOR -CEMENT BLOCK OR PRECAST CONC. MIN. REINF. NO. 3 GA., 6"X6 MESH OR EQUIVALENT AREA -PRECAST 3500 P.S.I. CONC. BASE 4'-0" DIA. POROUS BACKFILL CUSHION STANDARD 2' DIA. CATCH BASIN NOT TO SCALE

### FLARED END SECTION

- 3. INSTALL FLARED END SECTION WTIH INVERT ELEVATION



1. ANIMAL GUARD REQUIRED ON ALL FLARED END SECTIONS OF 15" DIAMETER PIPE OR GREATER.

2. CONTRACTOR MAY SUBSTITUTE ALTERNATE GRATING LAYOUT AS APPROVED

BY OWNER/ENGINEER/AGENCY PRIOR TO INSTALLATION.

3. DETAIL SHOWN FOR RCP FLARED END SECTION. PROVIDE SIMILIAR ANIMAL GUARD FOR FLARED END SECTIONS ON CMP, HDPE, AND SLCPP.

4. WELD ALL CONNECTIONS FULL STRENGTH PER AMERICAN WELDING SOCIETY STANDARDS.

REVISION-DESCRIPTION	VILLAS OF Hartland	STORM SEV

### **STORM SEWER NOTES:**

1. The storm sewer and stormwater management specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.

2. Storm sewer work shall include clearing of vegetation and tree stumps, stripping and stockpiling of topsoil for reuse, excavation of pipe trench, placement of pipe bedding, placement of pipe and structures including castings, connection to existing structures, tuck pointing of structures, backfill of pipe trench, compaction of backfill, finish grading to provide positive drainage to structures, adjustment of castings to match finish grade, topsoil placement, seed & mulch, site cleanup and restoration, and other work as shown on the project plans and specifications.

3. Existing and proposed grades shown in profile view, when provided on the project plans, may be in relation to the centerline of road or item other than the centerline of pipe. The pipe lengths and grades shown in profile view on the project plans may not be to scale.

4. RCP when shown on the project plans shall be reinforced concrete pipe and shall conform to the specifications for reinforced concrete pipe per ASTM C76. RCP pipe joints shall be bell-and-spigot with rubber gaskets conforming to ASTM C433. Non-gasketed joints shall only be utilized when authorized by the Owner, Engineer AND Municipality. Non-gasketed joints of pipe having a diameter of 30 inches or greater shall be tuck-pointed on the inside with cement mortar after the backfill process is complete. Install reinforced concrete end sections incidental to work. Saw cut pipes to length as needed. When pipe class is not shown on the project plans, provide the following: Pipe cover to proposed grade: 0 to 4 feet Class V

4.1 to 10 feet Class III\*

10.1 to 18 feet Class IV

18.1 feet and greater Class V \* Use Class IV under paved surfaces

5. CMP when shown on the project plans shall be corrugated metal pipe and shall conform to the specifications for corrugated metal pipe per AASHTO Designation M36. CMP shall be 16-guage steel minimum for 24 inch diameter or smaller and 14-guage steel minimum for 30 inch diameter or greater. Install galvanized steel end sections and connection bands, incidental to work. Connection bands for CMP pipe joints located under paved surfaces shall be gasketed couplers. Saw cut pipes to length as needed.

6. HDPE - Type S when shown on the project plans shall be high density polyethylene pipe with a smooth interior and shall conform to the specifications for high density polyethylene pipe per AASHTO Designation M252 Type S for pipes of 3" to 10" diameter and per AASHTO Designation M294 Type S for pipes of 12" to 60" diameter. HDPE - Type S pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of HDPE - Type S pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.

7. HDPE - Type C when shown on the project plans shall be high density polyethylene pipe with a corrugated interior and shall conform to the specifications for high density polyethylene pipe per AASHTO Designation M252 for pipes of 3" to 10" diameter and per AASHTO Designation M294 for pipes of 12" to 60" diameter. HDPE - Type C pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of HDPE - Type C pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.

8. CPVC when shown on the project plans shall be corrugated polyvinyl chloride pipe and shall conform to the specifications for corrugated polyvinyl chloride pipe per ASTM F794 and F949. CPVC pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of CPVC pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.

9. PVC when shown on the project plans shall be polyvinyl chloride pipe and shall conform to the specifications for polyvinyl chloride pipe per ASTM D2751, maximum SDR of 26. PVC pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477 or solvent welded type conforming to ASTM D2564. Tamp backfill at spring line of PVC pipe. Saw cut pipes to length as needed.

10. Concrete storm structures shall be pre-cast and shall conform to the specification of pre-cast concrete structures per ASTM C478. Joints of concrete storm structure sections shall be bell-and-spigot with rubber gaskets conforming to ASTM C433. Brick, concrete block or cast in place storm structures may be substituted for pre-cast storm structures ONLY when authorized by the Owner, Engineer AND Municipality; refer to MDOT standard plan R-1, latest revision. Pipe openings in pre-cast structures shall be factory installed. All temporary openings in storm structures shall be tuck-pointed watertight with cement mortar. Refer to MDOT standard plan R-2, latest revision, for alternate on-line storm structure details when pipe exceeds 42 inch diameter.

11. Tap existing structures as acceptable to the Engineer and Municipality, incidental to work. All temporary openings in storm structures shall be tuck-pointed watertight with cement mortar.

12. Backfill all storm sewer in accordance with the Pipe Trench details provided on the project plans. Provide pipe bedding that meets or exceeds both the specifications of the Pipe Trench details on the project plans and the recommendation of the pipe manufacturer, incidental to work.

13. When edge drains and/or under drains are shown on the project plans, connection to storm structures is incidental to work. During storm sewer construction, install first 10 linear feet of edge drain and/or under drain from the storm structures in each specified direction and install temporary cap at end. Complete installation of edge drain following preparation of the subgrade when under paved surface or following finish grade when not under paved surface.

14. Install removable plugs in storm sewer stubs as acceptable to Engineer and Municipality, incidental to work. Mark the end of all storm sewer stubs with a 2" x 4" wooden stake extending a minimum of 12" above finish grade, incidental to work.

15. Storm structure castings shall be coated with water based asphaltic paint by the manufacturer. Seams and temporary openings between storm structures and castings shall be tuck-pointed water tight with cement mortar. Coordinate correct curb box / hood / "T" back as needed to match curb profile. See casting schedule on project plans for additional requirements.

16. Provide 3.5' minimum cover from the top of pipe of all roof drain pipes to the proposed finish grade when site conditions allow. When pipe cover is less than 3.5', install 2" thick by 24" wide Styrofoam insulation centered over the top of pipe at 12" above top of pipe or as required by the Local Municipality.

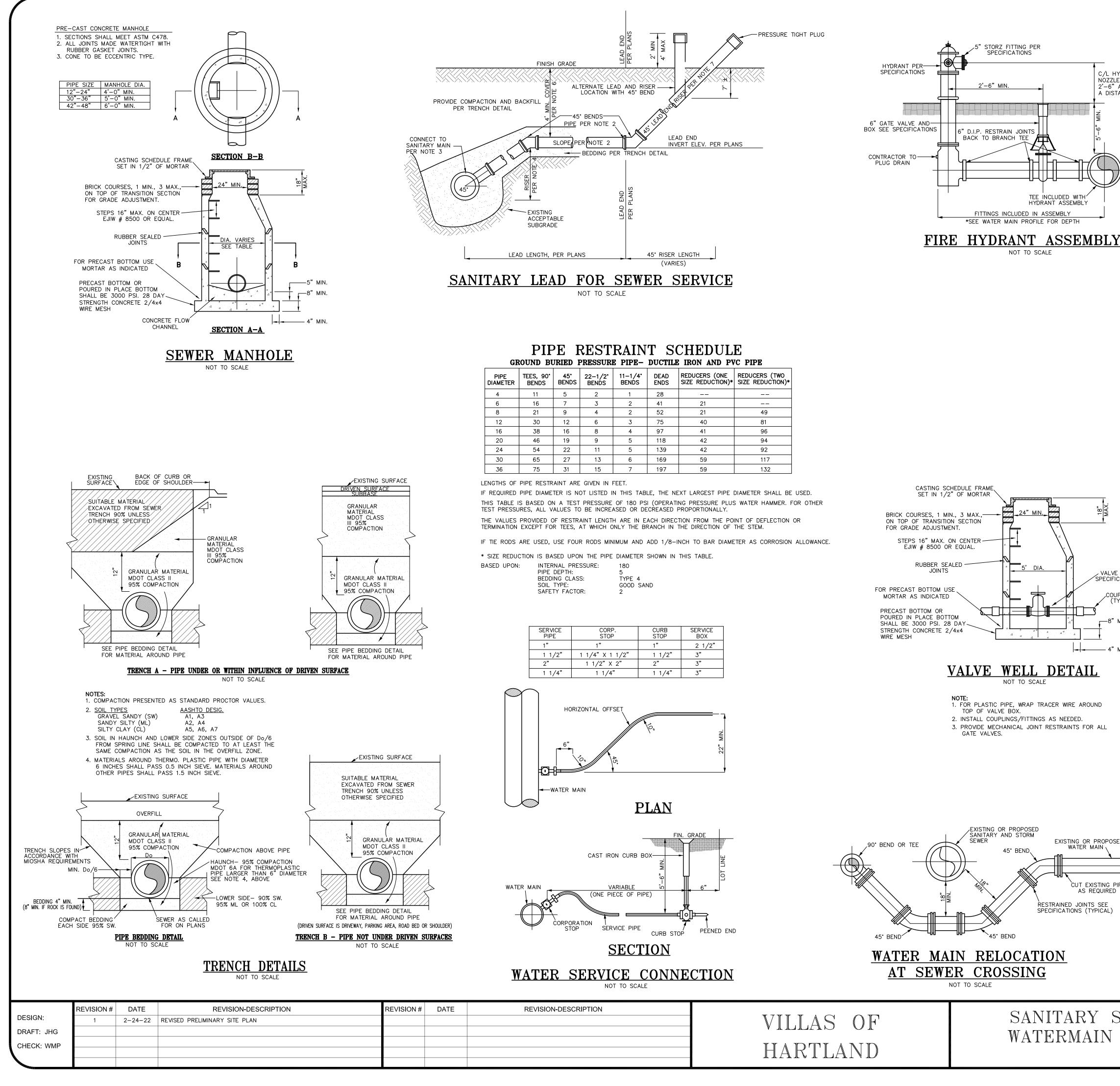


### WER DETAILS

MIN. CLEARANCE

CLIENT:

HACKER ROAD, LLC 20771 RANDALL FARMINGTON HILLS, MI 48336-5320 SCALE: AS NOTED PROJECT No.: 152775 DWG NAME: 2775 DT ISSUED: FEB. 24, 2022



### **GRAVITY SANITARY SEWER LEAD NOTES:**

1. The Local Plumbing Code and sanitary sewer specifications of the Local Municipality are a part of this work. Refer to the General Notes and Gravity Sanitary Sewer Notes on the project plans for additional information and requirements.

2. Sanitary Sewer Leads shall be PVC pipe conforming to ASTM D3034, maximum SDR of 26. Pipe joints shall be push on bell-and-spigot type joints conforming to ASTM D3212 with factory installed flexible elastomeric gaskets conforming to ASTM F477. Solvent cemented joints shall only be used when noted on the project plans for specific applications and shall conform to ASTM D2855. Provide pipe diameter and slope per project plans. When proposed lead information is not noted on the project plans; provide 4" minimum diameter at 2.0% minimum slope for single family residential and 6" minimum diameter at 1.0% minimum slope for multiple family residential and all non-residential uses.

3. Connect sanitary sewer leads to the sanitary main in the locations shown on the project plans. For new sanitary sewer main, install a wye fitting rotated upward at 45 degrees to the sanitary main as shown in the sanitary lead detail. Install wye fittings so that the wye branches out away from the sanitary main opposite of the direction of flow. For existing sanitary sewer main, tap main and install a saddle with stainless steel clamps and hardware in accordance with the Local Code. For connection to a new sanitary sewer structure, provide water tight factory installed rubber boot connector within the structure. For connection to an existing sanitary sewer structure, core drill the manhole wall and install a resilient boot. Connections to sanitary structures shall be at the invert elevation noted on the project plans. When proposed invert is not noted on the project plans, install sanitary lead invert 0.10' minimum, 2.0' maximum above the downstream sewer main invert.

4. Install a 45 degree riser at the connection to the sanitary sewer main per the project plans or as the site conditions allow. The invert elevation at the 45 degree bend located at the end of the riser shall be 6" minimum above the sanitary sewer main invert.

5. Contractor shall field locate all existing utilities prior to work. Contractor shall provide all bends and fittings as needed, incidental to work, to install the sanitary sewer leads and to provide the required clearance between the sanitary sewer leads and all existing and proposed utilities while maintaining the proposed minimum pipe slope and proposed lead end invert elevation. Contractor shall notify the Engineer immediately of any utility crossing conflicts.

6. Provide 4.0' minimum cover from the top of the sanitary sewer lead pipe to the proposed finished grade when site conditions allow. When pipe cover is less than 4.0', install 2" thick by 24" wide Styrofoam insulation centered over pipe at 12" above top of pipe or as required by Local Code. Backfill all sanitary sewer leads in accordance with the trench details on the project plans.

7. For vacant property or when connection of the sanitary sewer lead to a building is not to be performed as a part of this project, install a 45 degree lead end riser starting at the proposed lead end and extending above proposed finish grade, 2.0' minimum, 4.0' maximum. Install a pressure tight plug and restrained joints as needed to allow for pressure testing of sanitary sewer. When connection of the sanitary lead to a building is to be performed as part of this project or when installation of a 45 degree lead end riser will conflict with the existing land use, install a temporary, water tight and pressure tight plug in the end of the lead and mark the lead end with a 2" x 4" wooden stake extending a minimum of 12" above proposed finish grade, incidental to work, or other lead end marking system as required by the Local Municipality.

### WATER MAIN NOTES:

1. The water main specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional information and requirements.

2. Water main work shall include clearing of vegetation and tree stumps, stripping and stockpiling of topsoil for reuse, excavation of pipe trench, placement of pipe bedding, placement of pipe, fittings, valves, hydrants and structures including castings, connection to existing water main, tuck pointing of structures, backfill of pipe trench, compaction of backfill, finish grading, adjustment of valves, hydrants and castings to match proposed finish grade, flushing, testing and chlorination of water main, topsoil placement, seed & mulch, site cleanup and restoration, and other work as shown on the project plans and specifications.

3. Existing and proposed grades shown in profile view on the project plans may be in relation to the centerline of road or item other than the centerline of pipe. The pipe lengths and grades shown in profile view on the project plans may not be to scale.

4. DIP when shown on the project plans shall be ductile iron pipe conforming to ANSI A21.51 (AWWA - C151). DIP shall have a cement lining and an exterior bituminous coating conforming to ANSI A21.4 (AWWA - C104). DIP shall be class 54 unless noted otherwise on the project plans. Provide polyethylene wrap when required by the Local Municipality. Joints shall push-on type conforming to ANSI A21.11 (AWWA - C111). Sealing gaskets, retainer glands and lubricants shall be in accordance with the pipe manufacturer's specifications. Fittings shall be cast ductile iron and shall conform to ANSI-A21.10 (AWWA - C110).

5. Type K Copper when shown on the project plans shall be Type K soft temper copper water tube with flared joints for underground service conforming to ASTM B88

6. Provide approved mechanical restraint systems at all bends of 11.25 degrees or greater, tees, crosses and hydrant shoes in accordance with the Local Municipality. Thrust blocks shall only be utilized when authorized by the Local Municipality.

7. Water main valves shall be resilient seated gate valves with box, 150 PSI rated, conforming to AWWA C-500. All valves shall open counter clockwise (left).

8. Fire Hydrant Assemblies shall include a hydrant, 6" gate valve with box opening counter clockwise (left) and all necessary piping and fittings for a complete assembly. Fire hydrants shall conform to AWWA C502. Fire hydrants shall be Mueller A423 or East Jordan Iron Works 5-BR with an integrated 5" Storz coupling or as otherwise specified by the Local Municipality and/or Fire Department. Provide 5'-6" minimum cover.

9. Tapping Sleeve and Valve shall be mechanical joint end type, 150 PSI rated. See Tapping Sleeve and Valve detail for additional requirements.

10. Connect to existing water mains in accordance with the project plans. Provide all materials and labor required for a complete watertight connection, incidental to work. Taps to existing water main shall be performed under pressure and without interruption of service.

11. Backfill all water main in accordance with the Pipe Trench details provided on the project plans. Provide pipe bedding that meets or exceeds both the specifications of the Pipe Trench details on the project plans and the recommendation of the pipe manufacturer, incidental to work. Provide 5'-6" minimum cover for all water main.

12. Provide 10' minimum horizontal separation and 1.5' minimum vertical separation between water main and both sanitary sewer and storm sewer.

13. Water service leads shall be installed in accordance with the project plans. Service leads 2" diameter or less shall be Type K copper and shall include a corporation stop, curb stop and curb box. Corporation stop shall conform to AWWA C-800 with copper American National Taper pipe threads conforming to ASA B2.1 1960. Curb stops shall conform to AWWA C-800 and shall be drip-tight, ball type with 300-psig working pressure rating. Curb boxes shall fit curb stop and be extension type of suitable length complete with lid and stationary rod. See Water Service Connection Detail for additional requirements.

14. Contractor shall flush, test and chlorinate the water main in accordance with the Local Municipality.

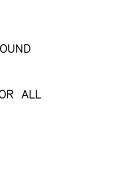


BRIGHTON, MICHIGAN 48114

SANITARY SEWER & WATERMAIN DETAILS CLIENT:

HACKER ROAD, LLC 20771 RANDALL FARMINGTON HILLS, MI 48336-5320

258



VALVE PER SPECIFICATIONS

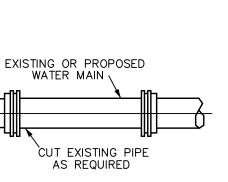
— 4" MIN.

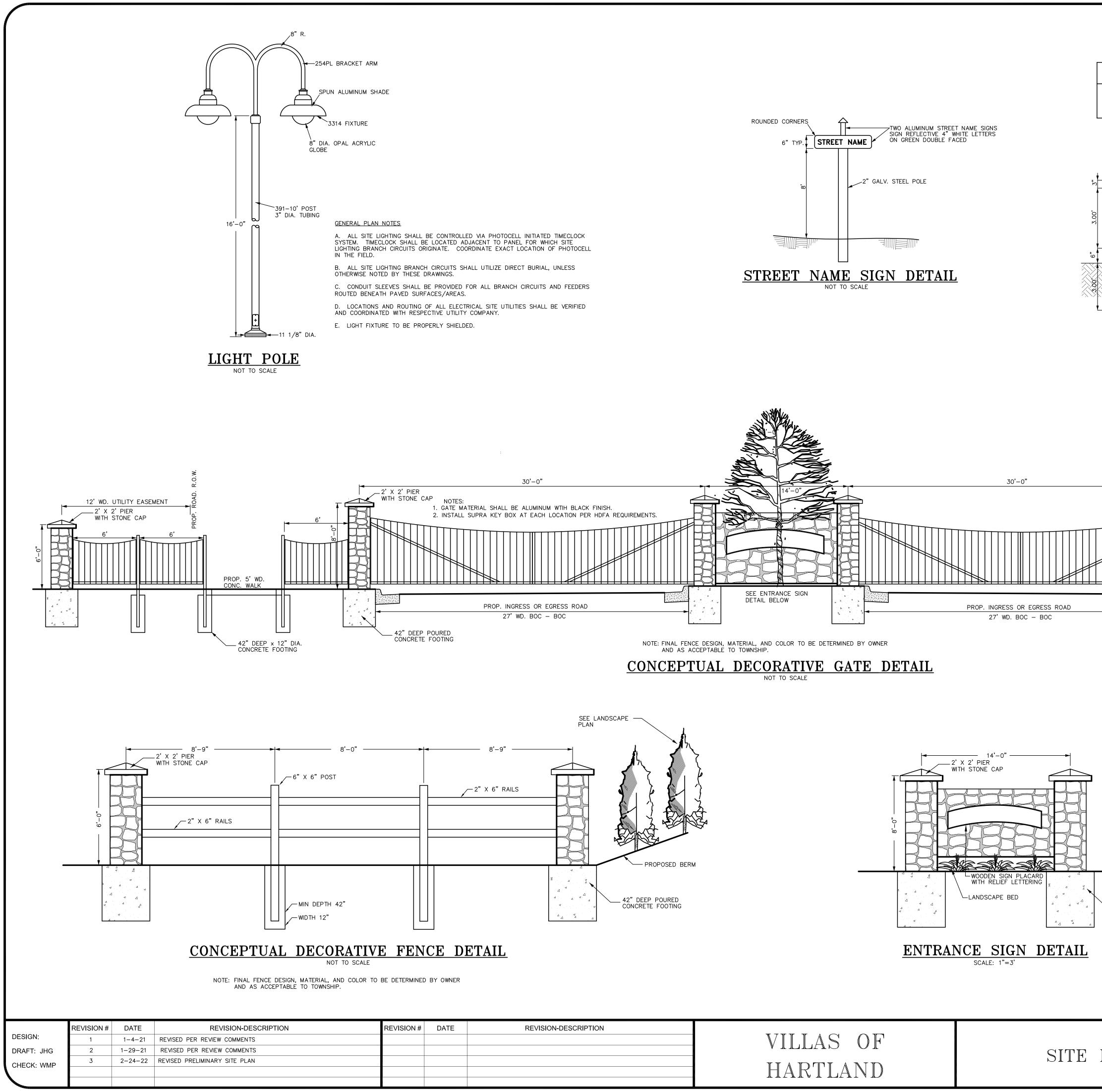
C/L HYDRANT STEAMER

NOZZLE TO BE 1'-6" TO

2'-6" ABOVE GRADE FOR

A DISTANCE OF 4' MINIMUM



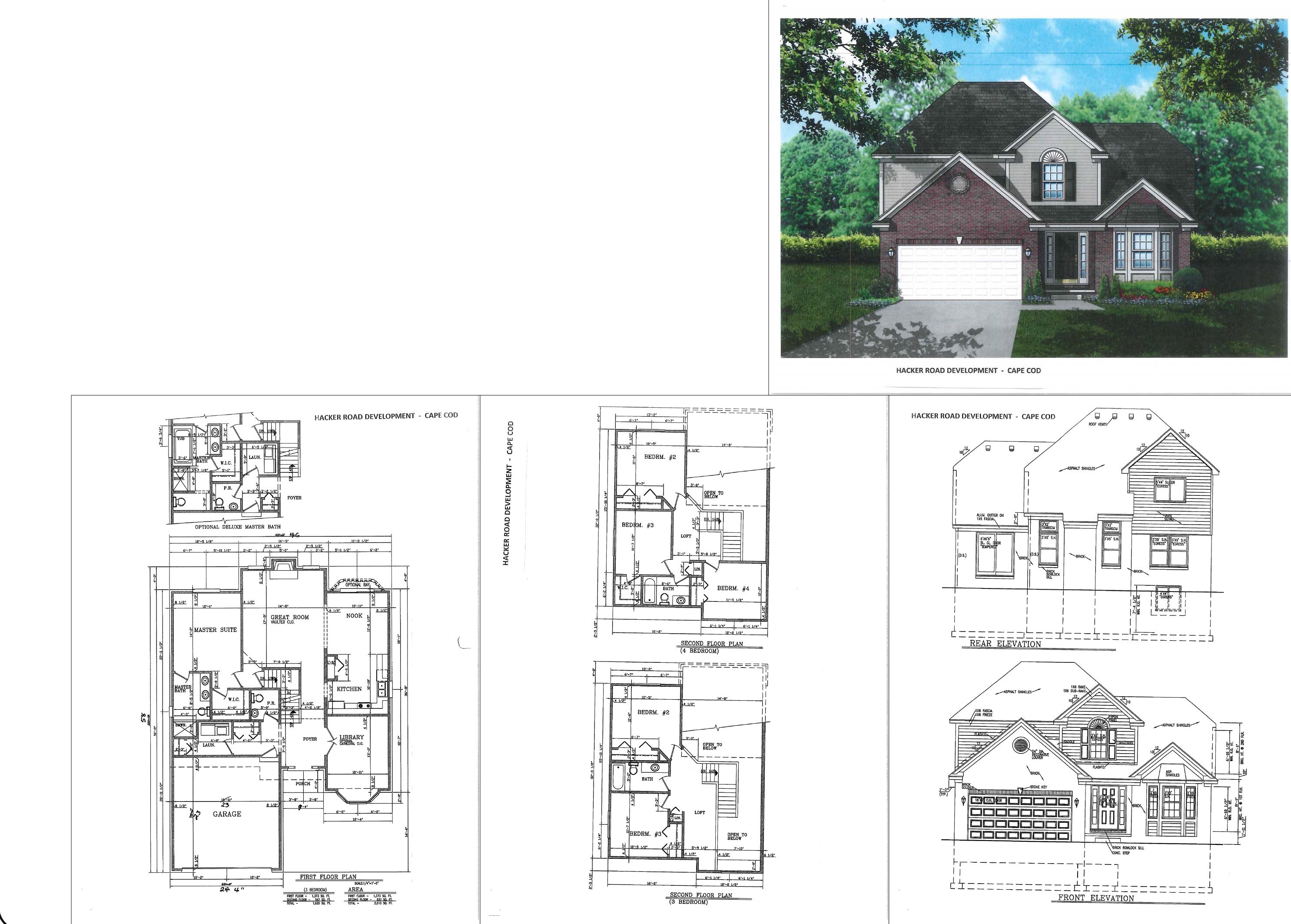


REVISION-DESCRIPTION		
	VILLAS OF	CITUT
	HARTLAND	SIIE

SIZE SIZE	HEDULE TYPE OR MOUNTING MOUNT HEIGHT QUANTITY
	POST 7'-0' 2
<b>STOP RI-1</b> 30' x 30'	MOUNTED
COLUMN OF THE SERVICE D CTYP.) CTYP.) CTYP.) CTYP.) SERVICE D SERVICE D	SS GATE DETAIL CALE
2' X 2' PIER WITH STONE O 6' 6' 42" DEEP POURED CONCRETE FOOTING	CAP 12' WD. UTILITY EASEMENT 12' X 2' PIER WTH STONE CAP CONC. WALK 42" DEEP X 12" DIA. CONCRETE FOOTING
42" DEEP POURED CONCRETE FOOTING	(810) 227-9533 CIVIL ENGINEERS LAND SURVEYORS 2183 PLESS DRIVE
DETAILS	CLIENT:       SCALE:       AS NOTED         HACKER ROAD, LLC       PROJECT No.:       152775         20771 RANDALL       DWG NAME: 2775 DT       DWG NAME: 2775 DT         FARMINGTON HILLS, MI 48336-5320       FEB. 24, 2022       DT4

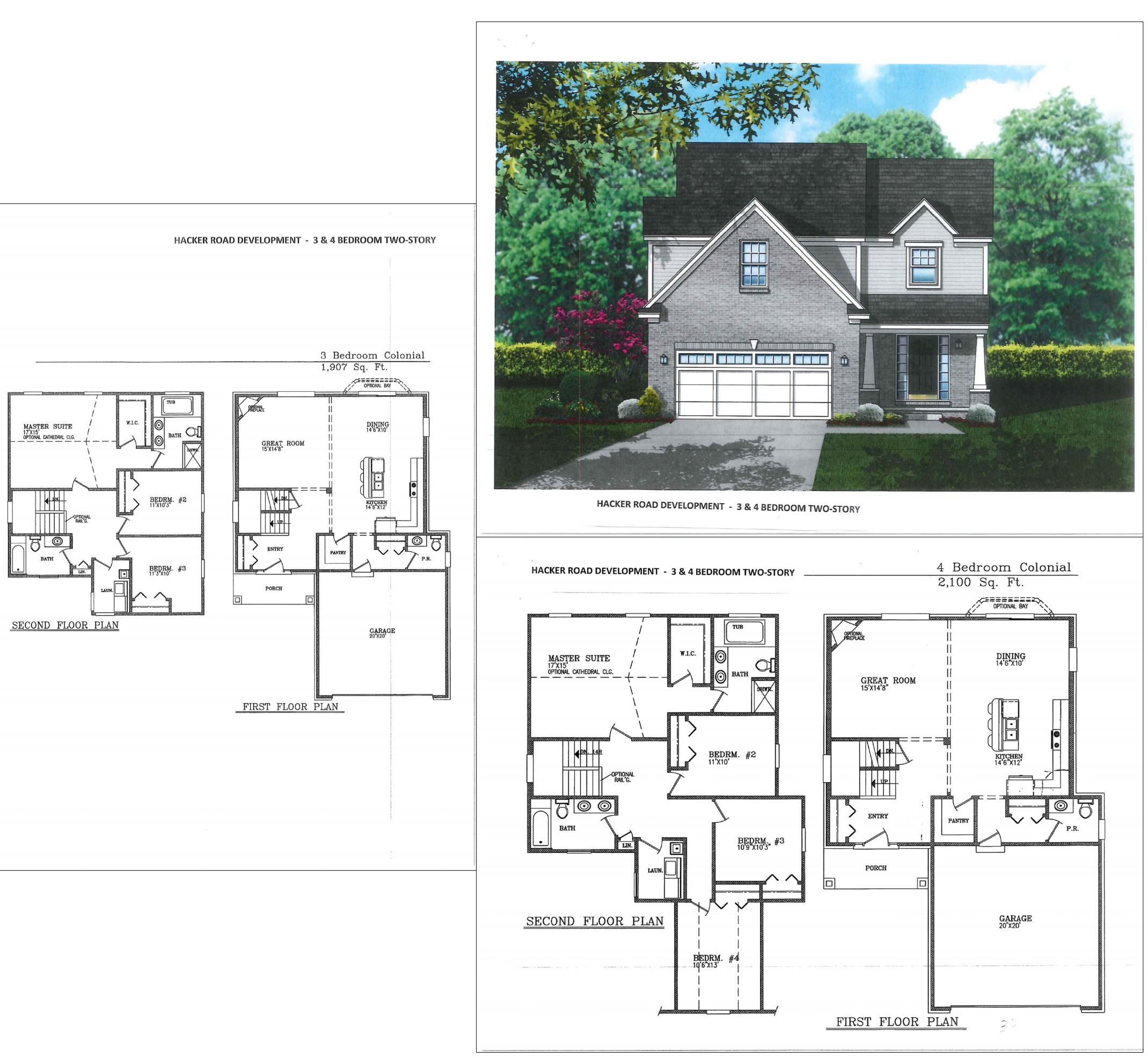












### Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By:Robert M. West, Township ManagerSubject:ARPA Funding UpdateDate:June 29, 2022

#### **Recommended Action**

No formal action required at this time. Manager West will be providing an update regarding the current and future status of the American Rescue Plan Act funding, including projects completed, planned and future opportunities.