



Board of Trustees

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

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, April 05, 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
 - [a.](#) Approve Payment of Bills
 - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
 - [c.](#) 03-15-2022 Hartland Township Board Regular Meeting Minutes
 - [d.](#) FY2023 Budget Amendments
 - [e.](#) SLFRF Terms and Conditions
 7. Pending & New Business
 - [a.](#) Rezoning Application #22-001 (Buti - 2473 Clark Road)
 - [b.](#) Site Plan Application #22-003 – Redwood Living Planned Development Final Plan
 - [c.](#) Resolution: Water and Sewer Surcharge Amendment
 - [d.](#) 2022 Gator UTV
 - [e.](#) Type 1 Water Supply Well
 8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
 - a. Manager's Report
 - [b.](#) 2022 Police Protection Discussion
 - [c.](#) Hartland Deerfield Fire Authority CIP Discussion
 10. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: March 29, 2022

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$546,426.60. The bills are available in the Finance office for review.

Notable invoices include:

\$36,710.00 – ETNA Supply Company – (Various invoices for meter purchases)

\$324,047.50 – Hartland Deerfield Fire Authority – (1st Fiscal Quarterly Payment)

\$67,922.06 – Hartland Township General Fund – (1st Fiscal Quarter 2022 Salary Allocations & Cable Studio Rent)

\$78,800.00 – Jennifer M. Nash – (Sewer System Refunding Bonds, Series 2016)

\$24,200.00 – PlantWise – (March 2022 Settlers Park Invasive Species control)

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY2022 and FY2023 budgets.

Attachments

Bills for 04.05.2022

03/29/2022 02:45 PM
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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 1/10

		OPEN				
Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
59EAST	59 EAST \$5 CAR WASH	03/09/2022	1125	FOA	25 PREPAID CAR WASHES	
47162	P.O. BOX 356	04/05/2022		N		200.00
03/09/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		200.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-930.000	REPAIRS & MAINTENANCE	200.00

VENDOR TOTAL: 200.00

CINTAS	CINTAS CORPORATION	03/21/2022	4114015143	FOA	MATS	
47250	P.O. BOX 630910	04/05/2022		N		54.11
03/21/2022	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		04/05/2022		N		54.11

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	54.11

VENDOR TOTAL: 54.11

CITYOFFENT	CITY OF FENTON	03/15/2022	3930	FOA	BACTERIOLOGICAL SAMPLES	
47262	301 S LEROY ST	04/05/2022		N		16.00
03/15/2022	FENTON MI, 48430	/ /	0.0000	N		0.00
		04/05/2022		Y		16.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	16.00

VENDOR TOTAL: 16.00

ETNA	ETNA SUPPLY COMPANY	03/08/2022	S104347261.001	FOA	24 - 1" IPERL METERS	
47160	P.O. BOX 772107	04/05/2022		N		5,640.00
03/08/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		04/05/2022		N		5,640.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	5,640.00

ETNA	ETNA SUPPLY COMPANY	03/08/2022	S104347261.002	FOA	8 - 1" IPERL METERS	
47164	P.O. BOX 772107	04/05/2022		N		1,880.00
03/08/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		04/05/2022		N		1,880.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	1,880.00

03/29/2022 02:45 PM
User: SUSANC
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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 2/10

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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

ETNA	ETNA SUPPLY COMPANY	03/17/2022	S104347261.003	FOA	6 - 1" IPERL METERS	
47251	P.O. BOX 772107	04/05/2022		N		21,390.00
03/17/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		04/05/2022		N		21,390.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	21,390.00

ETNA	ETNA SUPPLY COMPANY	03/18/2022	S104347261.004	FOA	6 - 1" IPERL METERS	
47252	P.O. BOX 772107	04/05/2022		N		1,410.00
03/18/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		04/05/2022		N		1,410.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	1,410.00

ETNA	ETNA SUPPLY COMPANY	03/09/2022	S104457147.001	FOA	1 - 2" OMNI METER	
47165	P.O. BOX 772107	04/05/2022		N		1,065.00
03/09/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		04/05/2022		N		1,065.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	1,065.00

ETNA	ETNA SUPPLY COMPANY	03/15/2022	S104459234.001	FOA	5 - 2" OMNI METERS	
47205	P.O. BOX 772107	04/05/2022		N		5,325.00
03/15/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		04/05/2022		N		5,325.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	5,325.00

VENDOR TOTAL: 36,710.00

FIRSTIMPRE	FIRST IMPRESSION PRINT & MARKETING	03/16/2022	79467	FOA	2022 - 2023 BUDGET BOOKS	
47266	907 FOWLER ST.	04/05/2022		N		621.72
03/16/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/05/2022		N		621.72

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-900.000	PRINTING & PUBLICATIONS	621.72

VENDOR TOTAL: 621.72

03/29/2022 02:45 PM
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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 3/10

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
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		Due Date		1099		

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	03/17/2022	031522	FOA	MARCH 2022 PMT PER AGREEMENT	
47228	HAYAA - FOOTBALL	04/05/2022		N		349.57
	P.O. BOX 359					
03/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		349.57

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	349.57

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	04/15/2022	041522	FOA	APRIL 2022 PMT PER AGREEMENT	
47229	HAYAA - FOOTBALL	04/05/2022		N		370.77
	P.O. BOX 359					
04/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		370.77

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	370.77

VENDOR TOTAL: 720.34

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	04/15/2022	03172022	FOA	PMT DUE 4/15/22 PER AGREEMENT	
47207	HAYAA - BASEBALL	04/05/2022		N		1,285.72
	P.O. BOX 110					
03/17/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		1,285.72

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	1,285.72

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	03/17/2022	031722	FOA	PMT DUE 3/15/22 PER AGREEMENT	
47206	HAYAA - BASEBALL	04/05/2022		N		1,285.72
	P.O. BOX 110					
03/17/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		1,285.72

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	1,285.72

VENDOR TOTAL: 2,571.44

HCSA	HARTLAND COMMUNITY SOCCER ASSN	03/17/2022	031522	FOA	MARCH 2022 - PMT PER AGREEMENT	
47214	HARTLAND COMMUNITY EDUCATION	04/05/2022		N		754.43
	9525 HIGHLAND RD					
03/15/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/05/2022		N		754.43

Open

03/29/2022 02:45 PM
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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 4/10

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	754.43
HCSA	HARTLAND COMMUNITY SOCCER ASSN	04/15/2022 041522 FOA APRIL 2022 PMT PER AGREEMENT
47215	HARTLAND COMMUNITY EDUCATION	04/05/2022 N 782.69
	9525 HIGHLAND RD	
04/15/2022	HOWELL MI, 48843	/ / 0.0000 N 0.00
		04/05/2022 N 782.69

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	782.69
VENDOR TOTAL:		1,537.12

0150	HARTLAND CONSOLIDATED SCHOOLS	02/28/2022 173141 FOA FEBRUARY 2022 FUEL
47168	9525 E HIGHLAND ROAD	04/05/2022 N 288.99
03/08/2022	HOWELL MI, 48843	/ / 0.0000 N 0.00
		04/05/2022 N 288.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-860.000	GASOLINE	288.99
VENDOR TOTAL:		288.99

HDFA	HARTLAND DEERFIELD FIRE	04/01/2022 22-23 1ST Q:H FOA 1ST QTRLY PMT DUE BY 4/8/22
47203	3205 HARTLAND RD	04/05/2022 N 324,047.50
03/16/2022	HARTLAND MI, 48353	/ / 0.0000 N 0.00
		04/05/2022 N 324,047.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-999.336	CONTRIBUTION TO FIRE AUTHORITY	324,047.50
VENDOR TOTAL:		324,047.50

0001	HARTLAND TOWNSHIP GENERAL FUND	04/01/2022 031722 FOA 1ST FISCAL QTR 2022 SALARY ALLOCATIO
47235		04/05/2022 N 64,676.06
04/01/2022	,	/ / 0.0000 N 0.00
		04/05/2022 N 64,676.06

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-720.000	ADMINISTRATIVE FEES	36,638.28
590-000-720.000	ADMINISTRATIVE FEES	28,037.78
		64,676.06

03/29/2022 02:45 PM
User: SUSANC
DB: Hartland

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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 5/10

OPEN						
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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
0001	HARTLAND TOWNSHIP GENERAL FUND	04/05/2022	040522	FOA	APRIL 1 - JUNE 30, 2022 QTRLY RENT F	
45202		04/05/2022		N		3,246.00
04/05/2022	,	/ /	0.0000	N		0.00
		04/05/2022		N		3,246.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-941.000	RENT	3,246.00

VENDOR TOTAL: 67,922.06

HYL	HARTLAND YOUTH LACROSSE	03/17/2022	031522	FOA	MARCH 2022 PMT PER AGREEMENT	
47221	P.O. BOX 56	04/05/2022		N		349.57
03/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		349.57

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	349.57

HYL	HARTLAND YOUTH LACROSSE	04/15/2022	041522	FOA	APRIL 2022 PMT PER AGREEMENT	
47222	P.O. BOX 56	04/05/2022		N		370.77
04/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/05/2022		N		370.77

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	370.77

VENDOR TOTAL: 720.34

LIVINGCO	JENNIFER M. NASH	03/10/2022	031022	FOA	SEWER SYSTEM REFUNDING BONDS, SERIES	
47172	C/O BRIAN JONCKHEERE, LCDC	04/05/2022		N		78,800.00
	2300 E. GRAND RIVER, STE 105					
03/10/2022	HOWELL MI, 48843-7581	/ /	0.0000	N		0.00
		04/05/2022		N		78,800.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
595-000-997.007	SERIES 2016 REFUNDING BOND INTEREST	78,300.00
595-000-996.000	BOND FEES	500.00
		78,800.00

VENDOR TOTAL: 78,800.00

LOWES	LOWES BUSINESS ACCT/SYNCR	03/14/2022	08041	FOA	MISC SUPPLIES FOR TWP HALL & WATER P	
47270	P.O. BOX 530970	04/05/2022		N		141.33
03/14/2022	ATLANTA GA, 30353-0970	/ /	0.0000	N		0.00
		04/05/2022		N		141.33

03/29/2022 02:45 PM
User: SUSANC
DB: Hartland

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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 6/10

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	106.17
101-265-740.000	OPERATING SUPPLIES	35.16
		<u>141.33</u>

VENDOR TOTAL: 141.33

ORKIN	ORKIN	03/09/2022	225339595	FOA	PEST CONTROL AT TOWNSHIP HALL	
47163	21068 BRIDGE ST.	04/05/2022		N		66.85
03/09/2022	SOUTHFIELD MI, 48034	/ /	0.0000	N		0.00
		04/05/2022		N		66.85

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	66.85

ORKIN	ORKIN	03/09/2022	225339848	FOA	PEST CONTROL AT HERO TEEN CENTER	
47161	21068 BRIDGE ST.	04/05/2022		N		65.88
03/09/2022	SOUTHFIELD MI, 48034	/ /	0.0000	N		0.00
		04/05/2022		N		65.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	65.88

VENDOR TOTAL: 132.73

PCR	PERFORMANCE CREATIVE RESOURCES, INC	03/21/2022	22026	FOA	B.O.R. NAMEPLATES	
47264	2590 LYNCH RD	04/05/2022		N		52.50
03/21/2022	HIGHLAND MI, 48357	/ /	0.0000	N		0.00
		04/05/2022		N		52.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-247-727.000	SUPPLIES & POSTAGE	52.50

VENDOR TOTAL: 52.50

1180	PETER'S TRUE VALUE HARDWARE	03/17/2022	K61765	FOA	SHOVEL, SOCKETS, FAULT OUT TESTER	
47237	3455 W. HIGHLAND ROAD	04/05/2022		N		74.97
03/17/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		04/05/2022		N		74.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	74.97

1180	PETER'S TRUE VALUE HARDWARE	03/23/2022	K61852	FOA	TREATED WOOD	
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03/29/2022 02:45 PM
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DB: Hartland

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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 7/10

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		Due Date		1099		
47269	3455 W. HIGHLAND ROAD	04/05/2022		N		25.98
03/23/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		04/05/2022		N		25.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	25.98

VENDOR TOTAL: 100.95

PLANTWISE	PLANTWISE	03/23/2022	22-4731	FOA	MARCH 2022 SETTLERS PARK INVASIVE SP	
47268	646 BARBER AVE	04/05/2022		N		24,200.00
03/23/2022	ANN ARBOR MI, 48103	/ /	0.0000	N		0.00
		04/05/2022		Y		24,200.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	24,200.00

VENDOR TOTAL: 24,200.00

JOHNSON	ROSATI,SCHULTZ,JOPPICH&AMTSBUECHLER	03/10/2022	1077147	FOA	ORDINANCE ENFORCEMENT FEBRUARY 2022	
47173	27555 EXECUTIVE DRIVE, SUITE 250	04/05/2022		N		54.00
03/10/2022	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		04/05/2022		Y		54.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-826.000	LEGAL FEES	54.00

VENDOR TOTAL: 54.00

SANMARINO	SAN MARINO EXCAVATING, INC.	03/15/2022	145385	FOA	20 YD DUMPSTER RENTAL AT WTP	
47257	5550 MITCHEL WAY	04/05/2022		N		415.00
03/15/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/05/2022		Y		415.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	415.00

VENDOR TOTAL: 415.00

SERVICEPRO	SERVICEPRO	03/17/2022	DECEMBER 2021	FOA	DECEMBER 2021 CLEANING SERVICES	
47246	7510 PARKWOOD DRIVE	04/05/2022		N		685.00
03/17/2022	FENTON MI, 48430	/ /	0.0000	N		0.00
		04/05/2022		Y		685.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
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03/29/2022 02:45 PM
User: SUSANC
DB: Hartland

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EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 8/10

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101-265-801.000	CONTRACTED SERVICES				685.00	
SERVICEPRO	SERVICEPRO	02/28/2022	FEBRUARY 2022	FOA	FEBRUARY 2022 CLEANING SERVICES	
47248	7510 PARKWOOD DRIVE	04/05/2022		N		880.00
03/17/2022	FENTON MI, 48430	/ /	0.0000	N		0.00
		04/05/2022		Y		880.00
Open						

GL NUMBER	DESCRIPTION	AMOUNT				
101-265-801.000	CONTRACTED SERVICES	880.00				
SERVICEPRO	SERVICEPRO	03/17/2022	JANUARY 2022	FOA	JANUARY 2022 CLEANING SERVICES	
47247	7510 PARKWOOD DRIVE	04/05/2022		N		880.00
03/17/2022	FENTON MI, 48430	/ /	0.0000	N		0.00
		04/05/2022		Y		880.00
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	880.00

VENDOR TOTAL: 2,445.00

SPALDING	SPALDING DEDECKER	03/07/2022	89929	FOA	M-59 WATER MAIN THRU 2/27/22	
47204	905 SOUTH BLVD EAST	04/05/2022		N		1,170.00
03/07/2022	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		04/05/2022		N		1,170.00
Open						

GL NUMBER	DESCRIPTION	AMOUNT
539-000-816.000	ENGINEERING FEES	1,170.00

VENDOR TOTAL: 1,170.00

STAPLES	STAPLES	03/12/2022	8065553225	FOA	MISC SUPPLIES	
47171	PO BOX 660409	04/05/2022		N		1,030.51
03/12/2022	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		04/05/2022		N		1,030.51
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-253-727.000	SUPPLIES & POSTAGE	402.30
101-265-740.000	OPERATING SUPPLIES	30.14
101-253-727.000	SUPPLIES & POSTAGE	34.00
101-215-727.000	SUPPLIES & POSTAGE	564.07
		1,030.51

STAPLES	STAPLES	03/26/2022	8065703401	FOA	MISC SUPPLIES	
47271	PO BOX 660409	04/05/2022		N		644.01
03/26/2022	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		04/05/2022		N		644.01

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 04/05/2022 - 04/05/2022
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 9/10

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	78.44
101-192-727.000	SUPPLIES & POSTAGE	152.96
101-299-727.000	SUPPLIES & POSTAGE	67.36
536-000-727.000	SUPPLIES/POSTAGE	269.99
101-265-740.000	OPERATING SUPPLIES	68.40
101-299-727.000	SUPPLIES & POSTAGE	6.86
		644.01

VENDOR TOTAL: 1,674.52

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	03/11/2022	53335	FOA	TSHIRTS & HATS	
47174	3280 W GRAND RIVER	04/05/2022		N		187.00
03/11/2022	HOWELL MI, 48855	/ /	0.0000	N		0.00
		04/05/2022		N		187.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	187.00

VENDOR TOTAL: 187.00

USA	USA BLUE BOOK	03/09/2022	904204	FOA	TESTS/TUBE ASSEMBLY FOR PUMPS	
47166	P.O. BOX 9004	04/05/2022		N		888.95
03/09/2022	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		04/05/2022		N		888.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	888.95

VENDOR TOTAL: 888.95

SCADA	UTILITIES INSTRUMENTATION SERVICE	03/21/2022	530366636	FOA	TROUBLESHOOT TRIPPING OF WELL PUMP V	
47259	2290 BISHOP CIRCLE EAST	04/05/2022		N		755.00
03/21/2022	DEXTER MI, 48130	/ /	0.0000	N		0.00
		04/05/2022		N		755.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	755.00

VENDOR TOTAL: 755.00

TOTAL - ALL VENDORS: 546,426.60

FUND TOTALS:

03/29/2022 02:45 PM

User: SUSANC

DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP

EXP CHECK RUN DATES 04/05/2022 - 04/05/2022

BOTH JOURNALIZED AND UNJOURNALIZED

Page: 10/10

OPEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
Fund 101 -	GENERAL FUND					34,748.99
Fund 206 -	FIRE OPERATING					324,047.50
Fund 536 -	WATER SYSTEM FUND					76,376.33
Fund 539 -	WATER REPLACEMENT FUND					1,170.00
Fund 577 -	CABLE TV FUND					3,246.00
Fund 590 -	SEWER OPERATIONS & MAINTENANCE FUND					28,037.78
Fund 595 -	2005 SEWER EXP BONDS					78,800.00

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: March 29, 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 – \$20,959.72

March 31, 2022 Payroll - \$90,651.81

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the adopted FY22 budget.

Attachments

Post Audit Bills List 03.17.2022

Post Audit Bills List 03.24.2022

Payroll for 03.31.2022

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 03/17/2022 - 03/17/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2022	FOA	42601	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	262.88
		42601		UTILITIES - GAS	536-000-920.001	348.71
						<hr/> 611.59
03/17/2022	FOA	42602	DTE ENERGY	UTILITIES - ELECTRIC	101-751-920.002	112.65
03/17/2022	FOA	42603	LIVINGSTON DAILY PRESS & ARGUS	PRINTING & PUBLICATIONS	101-215-900.000	115.00
		42603		PRINTING & PUBLICATIONS	101-247-900.000	240.00
		42603		PRINTING & PUBLICATIONS	101-400-900.000	420.00
						<hr/> 775.00
TOTAL - ALL FUNDS				TOTAL OF 3 CHECKS		1,499.24

--- GL TOTALS ---

101-215-900.000	PRINTING & PUBLICATIONS	115.00
101-247-900.000	PRINTING & PUBLICATIONS	240.00
101-265-920.001	UTILITIES - GAS	262.88
101-400-900.000	PRINTING & PUBLICATIONS	420.00
101-751-920.002	UTILITIES - ELECTRIC	112.65
536-000-920.001	UTILITIES - GAS	348.71
	TOTAL	1,499.24

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 03/24/2022 - 03/24/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2022	FOA	42604	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	664.79
03/24/2022	FOA	42605	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	174.30
		42605		EMPLOYMENT EXPENSE	101-192-716.000	58.56
		42605		EMPLOYMENT EXPENSE	101-209-716.000	55.30
		42605		EMPLOYMENT EXPENSE	101-215-716.000	84.58
		42605		EMPLOYMENT EXPENSE	101-253-716.000	110.60
		42605		EMPLOYMENT EXPENSE	101-400-716.000	156.47
		42605		EMPLOYMENT EXPENSE	101-441-716.000	101.17
		42605		EMPLOYMENT EXPENSE	536-000-716.000	130.45
						<hr/> 871.43
03/24/2022	FOA	42606	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,496.27
		42606		STREET LIGHTS	101-448-921.000	44.63
		42606		UTILITIES	101-567-920.000	14.76
		42606		UTILITIES - ELECTRIC	101-751-920.002	230.78
		42606		UTILITIES - ELECTRIC	206-000-920.002	62.92
		42606		UTILITIES - ELECTRIC	536-000-920.002	2,963.61
						<hr/> 4,812.97
03/24/2022	FOA	42607	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	139.11
		42607		EMPLOYMENT EXPENSE	101-192-716.000	94.06
		42607		EMPLOYMENT EXPENSE	101-209-716.000	91.50
		42607		EMPLOYMENT EXPENSE	101-215-716.000	62.89
		42607		EMPLOYMENT EXPENSE	101-253-716.000	68.84
		42607		EMPLOYMENT EXPENSE	101-400-716.000	108.78
		42607		EMPLOYMENT EXPENSE	101-441-716.000	41.36
		42607		EMPLOYMENT EXPENSE	536-000-716.000	89.00
						<hr/> 695.54
03/24/2022	FOA	42608	PITNEY BOWES, INC.	REPAIRS & MAINTENANCE	101-299-930.000	172.02
03/24/2022	FOA	42609	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,014.80
		42609		EMPLOYMENT EXPENSE	101-192-716.000	1,081.76
		42609		EMPLOYMENT EXPENSE	101-209-716.000	1,189.95
		42609		EMPLOYMENT EXPENSE	101-215-716.000	1,730.83
		42609		EMPLOYMENT EXPENSE	101-253-716.000	540.88
		42609		EMPLOYMENT EXPENSE	101-441-716.000	1,487.46
		42609		EMPLOYMENT EXPENSE	536-000-716.000	2,028.34
						<hr/> 10,074.02
03/24/2022	FOA	42610	RESERVE ACCOUNT	SUPPLIES & POSTAGE	101-191-727.000	67.57
		42610		SUPPLIES & POSTAGE	101-192-727.000	15.63

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 03/24/2022 - 03/24/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		42610		SUPPLIES & POSTAGE	101-209-727.000	84.77
		42610		SUPPLIES & POSTAGE	101-215-727.000	2.12
		42610		SUPPLIES & POSTAGE	101-247-727.000	22.26
		42610		SUPPLIES & POSTAGE	101-253-727.000	38.69
		42610		TAX COLLECTION	101-253-811.100	45.25
		42610		SUPPLIES & POSTAGE	101-299-727.000	381.77
		42610		SUPPLIES & POSTAGE	101-400-727.000	26.50
		42610		SUPPLIES & POSTAGE	101-441-727.000	1.06
		42610		SUPPLIES/POSTAGE	536-000-727.000	3.44
		42610		SUPPLIES & POSTAGE	590-000-727.000	23.50
						<hr/>
						712.56
03/24/2022	FOA	42611	VERIZON WIRELESS	TELEPHONE	101-265-851.000	603.06
		42611		TELEPHONE	536-000-851.000	208.29
		42611		CONTRACTED SERVICES & RENTALS	577-000-801.000	202.29
						<hr/>
						1,013.64
03/24/2022	FOA	42612	VSP INSURANCE CO. (CT)	ACCRUED VISION BENEFITS	001-000-257.102	88.68
		42612		EMPLOYMENT EXPENSE	101-192-716.000	31.08
		42612		EMPLOYMENT EXPENSE	101-209-716.000	26.16
		42612		EMPLOYMENT EXPENSE	101-215-716.000	52.86
		42612		EMPLOYMENT EXPENSE	101-253-716.000	52.32
		42612		EMPLOYMENT EXPENSE	101-400-716.000	69.22
		42612		EMPLOYMENT EXPENSE	101-441-716.000	43.06
		42612		EMPLOYMENT EXPENSE	536-000-716.000	80.13
						<hr/>
						443.51
TOTAL - ALL FUNDS				TOTAL OF 9 CHECKS		19,460.48

--- GL TOTALS ---

001-000-257.100	ACCRUED MEDICAL BENEFITS	2,014.80
001-000-257.101	ACCRUED DENTAL BENEFITS	174.30
001-000-257.102	ACCRUED VISION BENEFITS	88.68
001-000-257.103	ACCRUED STD/LTD BENEFITS	139.11
101-191-727.000	SUPPLIES & POSTAGE	67.57
101-192-716.000	EMPLOYMENT EXPENSE	1,265.46
101-192-727.000	SUPPLIES & POSTAGE	15.63
101-209-716.000	EMPLOYMENT EXPENSE	1,362.91
101-209-727.000	SUPPLIES & POSTAGE	84.77
101-215-716.000	EMPLOYMENT EXPENSE	1,931.16
101-215-727.000	SUPPLIES & POSTAGE	2.12
101-247-727.000	SUPPLIES & POSTAGE	22.26
101-253-716.000	EMPLOYMENT EXPENSE	772.64
101-253-727.000	SUPPLIES & POSTAGE	38.69
101-253-811.100	TAX COLLECTION	45.25
101-265-851.000	TELEPHONE	603.06
101-265-920.001	UTILITIES - GAS	664.79

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CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 03/24/2022 - 03/24/2022

Page 3/3

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-265-920.002			UTILITIES - ELECTRIC			1,496.27
101-299-727.000			SUPPLIES & POSTAGE			381.77
101-299-930.000			REPAIRS & MAINTENANCE			172.02
101-400-716.000			EMPLOYMENT EXPENSE			334.47
101-400-727.000			SUPPLIES & POSTAGE			26.50
101-441-716.000			EMPLOYMENT EXPENSE			1,673.05
101-441-727.000			SUPPLIES & POSTAGE			1.06
101-448-921.000			STREET LIGHTS			44.63
101-567-920.000			UTILITIES			14.76
101-751-920.002			UTILITIES - ELECTRIC			230.78
206-000-920.002			UTILITIES - ELECTRIC			62.92
536-000-716.000			EMPLOYMENT EXPENSE			2,327.92
536-000-727.000			SUPPLIES/POSTAGE			3.44
536-000-851.000			TELEPHONE			208.29
536-000-920.002			UTILITIES - ELECTRIC			2,963.61
577-000-801.000			CONTRACTED SERVICES & RENTALS			202.29
590-000-727.000			SUPPLIES & POSTAGE			23.50
			TOTAL			19,460.48

Check Register Report For Hartland Township
For Check Dates 03/16/2022 to 03/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/31/2022	FOA	DD7714	BAGDON, KELLY M	4,507.51	0.00	3,071.86	Cleared
03/31/2022	FOA	DD7715	BEAUDOIN, DIANA K	1,647.41	0.00	1,394.33	Cleared
03/31/2022	FOA	DD7716	BEDHUN, TIMOTHY L.A.	1,795.50	0.00	1,382.93	Cleared
03/31/2022	FOA	DD7717	BERNARDI, MELYNDA A	1,855.36	0.00	1,439.96	Cleared
03/31/2022	FOA	DD7718	BROOKS, TYLER J	2,351.13	0.00	1,669.09	Cleared
03/31/2022	FOA	17121	BURROUGHS, JEFFREY M	350.00	308.34	0.00	Open
03/31/2022	FOA	DD7719	CASE, SUSAN E	1,868.40	0.00	1,214.92	Cleared
03/31/2022	FOA	DD7720	CIOFU, LARRY N	2,583.33	0.00	1,869.99	Cleared
03/31/2022	FOA	DD7721	DRYDEN-HOGAN, SUSAN A	3,388.82	0.00	2,423.27	Cleared
03/31/2022	FOA	EFT628	FEDERAL TAX DEPOSIT	15,143.56	15,143.56	0.00	Cleared
03/31/2022	FOA	DD7722	FOUNTAIN, WILLIAM J	2,583.33	0.00	2,168.69	Cleared
03/31/2022	FOA	DD7723	FOX, LAWRENCE E	496.50	0.00	437.42	Cleared
03/31/2022	FOA	DD7724	GERMANE, MATTHEW J	600.00	0.00	529.10	Cleared
03/31/2022	FOA	DD7725	GREIG, DAVID F	350.00	0.00	323.22	Cleared
03/31/2022	FOA	DD7726	HEASLIP, JAMES B	2,979.50	0.00	1,776.32	Cleared
03/31/2022	FOA	DD7727	HORNING, KATHLEEN A	2,833.33	0.00	2,061.15	Cleared
03/31/2022	FOA	17125	ICMA VANTAGEPOINT TRANSFER AGENT	1,996.93	1,996.93	0.00	Open
03/31/2022	FOA	17126	ICMA VANTAGEPOINT TRANSFER AGENT	4,477.41	4,477.41	0.00	Open
03/31/2022	FOA	17127	ICMA VANTAGEPOINT TRANSFER AGENT	1,939.85	1,939.85	0.00	Open
03/31/2022	FOA	17128	ICMA VANTAGEPOINT TRANSFER AGENT	200.00	200.00	0.00	Open
03/31/2022	FOA	DD7728	JOHNSON, LISA	2,392.64	0.00	1,661.24	Cleared
03/31/2022	FOA	DD7729	KENDALL, ANTHONY S	58.40	0.00	53.93	Cleared
03/31/2022	FOA	DD7730	KOPCZYK, MARY ANN	404.25	0.00	356.13	Cleared
03/31/2022	FOA	DD7731	LANGER, TROY D	3,630.26	0.00	2,569.06	Cleared
03/31/2022	FOA	17122	LAROSE, MICHELLE M	126.00	111.01	0.00	Open
03/31/2022	FOA	DD7732	LITTERAL, JON D	350.00	0.00	323.22	Cleared
03/31/2022	FOA	DD7733	LOFTUS, DANIEL M	805.00	0.00	682.67	Cleared
03/31/2022	FOA	DD7734	LOUIS, CASEY	780.00	0.00	487.38	Cleared
03/31/2022	FOA	DD7735	LUCE, MICHAEL T	3,250.00	0.00	2,390.92	Cleared
03/31/2022	FOA	17123	MARA, CHERYL L	210.00	185.00	0.00	Open
03/31/2022	FOA	DD7736	MCMULLEN, SUMMER L	500.00	0.00	416.56	Cleared
03/31/2022	FOA	EFT629	MI DEPT OF TREASURY	3,764.60	3,764.60	0.00	Cleared
03/31/2022	FOA	DD7737	MORGANROTH, CAROL L	2,423.94	0.00	1,859.89	Cleared
03/31/2022	FOA	DD7738	O'CONNELL, DENISE	500.00	0.00	350.06	Cleared

Check Register Report For Hartland Township
For Check Dates 03/16/2022 to 03/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/31/2022	FOA	17124	PETRUCCI, JOSEPH M	500.00	416.56	0.00	Open
03/31/2022	FOA	DD7739	SHOLLACK, DONNA M	2,784.34	0.00	2,102.00	Cleared
03/31/2022	FOA	DD7740	VERMILLION, KAREN L	1,822.00	0.00	1,317.87	Cleared
03/31/2022	FOA	DD7741	WEST, ROBERT M	9,258.33	0.00	5,834.64	Cleared
03/31/2022	FOA	DD7742	WYATT, MARTHA K	3,144.18	0.00	2,282.66	Cleared
Totals:			Number of Checks: 039	90,651.81	28,543.26	44,450.48	
Total Physical Checks:			8				
Total Check Stubs:			31				

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 03-15-2022 Hartland Township Board Regular Meeting Minutes

Date: March 23, 2022

Recommended Action

Move to approve the Hartland Township Board Regular Meeting Minutes for March 15, 2022.

Discussion

Draft minutes are attached for review.

Financial Impact

None

Attachments

3-15-2022 HTB Minutes - DRAFT

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES
March 15, 2022 – 7:00 PM

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, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

ABSENT: None

Also present were Township Manager Bob West and Public Works Director Mike Luce.

4. Approval of the Agenda

Move to approve the agenda for the March 15, 2022 Hartland Township Board meeting as presented.

Motion made by Treasurer Horning. Seconded by Trustee O'Connell

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: None

5. Call to the Public

Resident inquired as to whether the Board voted for raises for the elected officials at the last meeting and Supervisor Fountain confirmed that this was done.

6. Approval of the Consent Agenda

Move to approve the consent agenda for the March 15, 2022 Hartland Township Board meeting as presented.

Motion made by Clerk Ciofu, Seconded by Trustee Petrucci.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: None

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. Year-End FY2022 Budget Amendments
- d. Year End Merit Bonuses
- e. 03-01-2022 Hartland Township Board Regular Meeting Minutes
- f. 03-01-2022 Hartland Township Board Closed Session Meeting Minutes
- g. Confirm Supervisor's Appointment – Jim Mayer to Township Planning Commission (03.15.2022-12.31.2023)
- h. Confirm Supervisor's Appointment – Michelle Herrst to Township Board of Review as the alternate (03.15.2022-12.31.2022)

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

March 15, 2022 – 7:00 PM

7. Pending & New Business

a. 2022 Hartland Woods Paving LCRC Agreement

Manager West gave a brief overview of the previously approved Hartland Woods Road Special Assessment District and stated that this is the official contract from the Livingston County Road Commission (LCRC) which basically allows them to complete the construction during the 2022 year. He stated the costs are within the scope of the project that was outlined in the petition, and he is recommending approval.

Move to approve the Project Agreement with the Livingston County Road Commission as presented in an amount not to exceed \$548,875.00 for the repaving of the Hartland Woods Estates development. Also authorize the Finance Director and Treasurer to establish the necessary funds, budgets, and bank accounts for the project.

Motion made by Trustee Germane, Seconded by Trustee Petrucci.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: None

8. Board Reports

Trustee Petrucci - no report.

Clerk Ciofu - no report.

Treasurer Horning - Reported that we settled the taxes with the County today and the County commended the work of the Township. The County now takes over the collection of property taxes, but we take over the collection of movable buildings on leased land and personal property taxes.

Trustee Germane - no report.

Trustee O'Connell - no report.

Trustee McMullen - no report.

Supervisor Fountain - Stated the Annual Large Item Clean Up Day will be held on May 21, 2022, between 9:00 am and 1:00 pm at the Hartland High School. Details will on our website and all you will need to show is your driver's license to prove you are a Hartland Township resident.

[BRIEF RECESS]

9. Information / Discussion

a. Manager's Report

Manager West gave a brief update on the Gateway sign project stating recent regulation changes have required monument signs to be pushed further off the roadway edge. Potentially, monuments signs may be set outside of the road right of way, which would necessitate a private easement being obtained, and that these changes would not give the gateway signs the effect the Township was seeking from this project. He recommended that we table this project. Manager West will be inviting Hartland Deerfield Fire Authority (HDFA) Fire Chief Adam Carroll to the next Board work session to discuss the HDFA Capital Improvement Plan (CIP), as there has been some preliminary conceptual discussions about expanding or renovating Station 61. This would impact the current CIP outlined in the HDFA budget. If we are planning a major renovation in the future, we would not want to complete current CIP

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

March 15, 2022 – 7:00 PM

projects that will need to be redone in a major expansion or renovation. Manager West gave a brief update on the Admin Committee's discussion of capping the water/sewer surcharge fee at one-half the cost of an REU. This would continue our efforts to be business friendly as it would provide relief to certain businesses. The surcharge fee goes directly to buying additional REU's for the business and this would just make it a longer period for the business to meet the REU requirement. Manager West will bring a resolution on this to the next Board meeting. He provided an update from the Livingston County Building Department on the Hoop House at the Teen Center in that permanent electrical is not allowed on a temporary structure and to bring the Hoop House to a permanent structure status would require footings and a slab which may be cost prohibitive. Further discussion on this will be held with the HERO Center Board. Manager West stated we received additional revenue of \$250 per month from Dish Network on our cell tower lease per our agreement. Manager West clarified a previous question regarding the increase in the FY 22-23 budget. Manager West stated that the increase was around 2%, and that Finance Director Susan Dryden Hogan stated her quick calculation was a 25% increase. The reason for the difference is that transfers from our General Fund to our Capital Improvement Fund must be listed as expenses in the General Fund.

b. HERO Center Capital Improvement Discussion

Manager West stated that there has been an anonymous donation of fifty thousand dollars to the HERO Teen Center. During our budget discussions the Township had earmarked around fifty thousand dollars for HERO Center improvements. Manager West and Public Works Director Mike Luce have been fine tuning the potential HERO Center repairs at around \$56,000. Manager West is recommending that the Township take this capital improvement fund allocation and simply match the anonymous donation. He is also recommending that a sub-committee be formed, to include Trustee Germane and Director Luce from the Township perspective, HERO Center representatives and possibly others, to come up with a recommended project list for the Township Board approval for a lump sum amount of both funds. Trustee Germane inquired as to whether there was a list of projects for the Township's current fund allocation, and Manager West responded that there was a list and this would be brought forward to the sub-committee discussions.

10. Adjournment

Move to adjourn the meeting at 7:17 p.m.

Motion made by Clerk Ciofu, Seconded by Trustee Petrucci.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Dryden-Hogan, Finance Director

Subject: FY2023 Budget Amendments

Date: March 29, 2022

Recommended Action

Move to approve the budget amendments as presented for the Fiscal Year 2022 – 2023 for the General and Water Funds, with a blanket approval of water meter purchases by the Township Manager, not to exceed \$75,000.

Discussion

The following budget amendments are proposed to the recently adopted FY22-23 budget:

- GF Dept 299 Unallocated: All expenses will be reallocated between the Administration 172, Assessing 209 and Clerk 215. This change is necessary to align our budgets/expenses to the update State Chart of Accounts.
- GF Dept 577: Additional 208 hours is added to the Communication Director's wages, with corresponding increase in FICA taxes.
- Water Fund – Meter Costs is increased from \$30,000 to \$75,000 to cover the purchases of several new meters to meet the growth demand attached to new construction. An open purchase order allows the Township to purchase meters in batches, often without much notice from the supplier.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

See attached prepared budget amendments

Attachments

BA Journal Entries 87675-87677

JOURNAL ENTRY

JE: 87675

Post Date: 04/05/2022

Entry Date: 03/29/2022

Entered By: SUSAN


Journal: BA

Description: ADD HOURS COMMUNICATION DIRECTOR

ADD 4 HOURS PER WEEK X 52 WEEKS = 208 HOURS AT
4/1/22 RATE OF PAY PLUS SOCIAL SECURITY AT 7.65%.
BUDGET AMENDMENT COVERED BY GF SURPLUS.

GL #	Description	Increase/ (Decrease)
101-577-702.000	COMMUNICATION WAGES (PT)	6,402.24
101-577-715.000	EMPLOYERS SOC SEC	490.00
	Revenue Change:	0.00
	Expenditure Change:	6,892.24
	Budgeted Change To Fund Balance:	(6,892.24)

APPROVED BY:



JOURNAL ENTRY

JE: 87676

Post Date: 04/05/2022

Entry Date: 03/29/2022

Entered By: SUSAN

Journal: BA

Description: MOVE UNALLOCATED 299 EXPENSES TO OTHER
DEPARTMENTS IN PREPARATION OF CHART OF ACCOUNTS
CHANGE.

TAX CHARGEBACKS TO ASSESSING. \$2685 OF POSTAGE TO
CLERK FOR PASSPORTS (300 PASSPORTS X \$8.95).

REMAINDER TO ADMINISTRATION (TWP MNGR).

GL #	Description	Increase/(Decrease)
101-299-703.000	VACATION/PTO OWED AT YE	(5,000.00)
101-172-703.000	VACATION/PTO PAYOUT	5,000.00
101-299-727.000	SUPPLIES & POSTAGE	(7,100.00)
101-215-727.000	SUPPLIES & POSTAGE	2,685.00
101-172-727.000	SUPPLIES & POSTAGE	4,415.00
101-299-850.000	TAX CHARGEBACKS	(5,000.00)
101-209-850.000	TAX CHARGEBACKS	5,000.00
101-299-890.000	CONTINGENCIES	(50,000.00)
101-172-890.000	CONTINGENCIES	50,000.00
101-299-910.000	INSURANCE	(24,115.00)
101-172-910.000	INSURANCE	24,115.00
101-299-930.000	REPAIRS & MAINTENANCE	(4,300.00)
101-172-930.000	REPAIRS & MAINTENANCE	4,300.00
101-299-957.000	EDUCATION/TRAINING/CONVENTION	(2,100.00)
101-172-957.000	EDUCATION/TRAINING/CONVENTION	2,100.00

Revenue Change: 0.00

Expenditure Change: 0.00

Budgeted Change To Fund Balance: 0.00

APPROVED BY: Susan Dryden

JOURNAL ENTRY

JE: 87677

Post Date: 04/05/2022

Entry Date: 03/29/2022

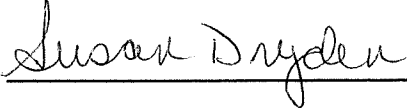
Description: INCREASE METER COSTS FOR OPEN PO
ALLOWS TWP MNGR TO APPROVE BATCH PURCHASES

Entered By: SUSAN

Journal: BA

GL #	Description	Increase/(Decrease)
536-000-741.000	METER COSTS	45,000.00
	Revenue Change:	0.00
	Expenditure Change:	45,000.00
	Budgeted Change To Fund Balance:	(45,000.00)

APPROVED BY:



Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Dryden-Hogan, Finance Director

Subject: SLFRF Terms and Conditions

Date: March 29, 2022

Recommended Action

Move to ratify the State and Local Fiscal Recovery Fund (SLFRF) Award Terms and Conditions and Compliance with Title VI of the Civil Rights Act of 1964, accepted by the Township on July 22, 2021, and October 7, 2021.

Discussion

As the Township moves forward with spending plans for the SLFRF funds received by the U.S. Department of Treasury, ratification of the terms and conditions of that award is best practice, especially as the Township may be subject to a Single Audit of the expenditures. Due to the required deadlines back in July and subsequently in October, as well as board meeting schedules, the Township Manager, as Chief Administrative Officer was authorized to sign. Ratification of the award acceptance is a formality.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

SLRFR Terms and Conditions

Assurances of Compliance with Civil Rights Requirements


U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] Township of HARTLAND 2655 Clark Road Hartland MI 48353	DUNS Number: [Recipient to provide] 179310198 Taxpayer Identification Number: [Recipient to provide] 38-1723664 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative:

Title: Township Manager

Date signed: 7/22/21

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

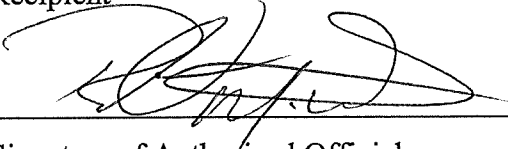
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

HARTLAND TOWNSHIP

Recipient

10/7/2021

Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Rezoning Application #22-001 (Buti - 2473 Clark Road)

Date: March 23, 2022

Recommended Action

Move to Approve the rezoning as outlined in the Staff Memorandum and Resolution

Discussion

Applicant: Rob Buti

Rezoning Request

The applicant is requesting to rezone one (1) parcel, addressed as 2473 Clark Road, from CA (Conservation Agricultural) to SR (Suburban Residential).

Site Description

The subject property, addressed as 2473 Clark Road, is an approximate 3.90 acre parcel on the west side of Clark Road in Section 21 of the Township (Parcel ID #47080-21-400-009). The property has approximately 185 feet of frontage on Clark Road, a public road, and approximately 330 feet of frontage along McCartney Lane. McCartney Lane is a private road. Currently the property is occupied by a single-family residential house. The property is served by a private on-site well (water) and private septic system.

Background Information

The single-story house is approximately 1,056 square feet in size and was constructed around 1970, per the Township Assessing database. On May 14, 2002, Land Use Permit #6005 was approved for the construction of a front porch (4 feet by 10 feet).

The Planning Commission recommended approval of Rezoning #21-001 at their regular meeting on February 10, 2022. The Livingston County Planning Commission also recommended approval of the rezoning request at their March 16, 2022 regular meeting.

Approval Procedure

Section 7.4 of the Hartland Township Zoning Ordinance outlines the process for a Zoning Map Amendment, or more commonly a “rezoning” of property. Essentially, the Township Board is the body that makes the final decision regarding a rezoning; however, the Planning Commission shall forward a recommendation to the Township Board. The Township Board may adopt the proposed rezoning, with or without modifications, or refer it back to the Planning Commission for further study and report. As a result, upon a recommendation from the Planning Commission, this request will be forwarded to the Township Board for a determination.

Although the process as noted above states the Planning Commission reviews the amendment request and makes a recommendation to the Township Board and the Township Board makes a decision, past practices for rezoning requests has included an interim step between the Planning Commission’s recommendation and the Township Board’s decision. In the alternate process the Planning Commission holds a public

hearing and may recommend approval, disapproval, or approval with conditions. A copy of the Planning Commission minutes, and evidence of the public hearing is then sent to the Livingston County Planning Commission for review and action. After the Livingston County Planning Commission has made a recommendation, the request is then forwarded to the Township Board for a final decision.

Per the Hartland Township Zoning Ordinance (Section 7.4) and the State Enabling Act, a public hearing is required for a rezoning request. Given the requirements for publishing a notice for the rezoning request, the public hearing has been scheduled for the February 10, 2022 Planning Commission meeting.

The rezoning request will be reviewed using the criteria outlined in Section 7.4.3 (Zoning Map Amendment Criteria). A review of the Comprehensive Plan and Future Land Use Map will also be presented in this memorandum as it relates to the rezoning request.

Zoning Districts

Following is a discussion of the current and proposed zoning categories. Currently the subject property is zoned CA (Conservation Agricultural; Section 3.1.1). The request is to rezone the property to SR (Suburban Residential; Section 3.1.6). The 2020-2021 Amendment to the Hartland Township Future Land Use Map designates this property as Medium Suburban Density Residential.

Zoning regulations are provided as attachments for the zoning districts as noted above, specifically regarding the permitted principal and special land uses for each district.

Current Zoning

The subject properties are currently zoned CA (Conservation Agricultural). The Hartland Township Zoning Ordinance under Section 3.1.1, Intent of the CA District, states:

The intent of the “CA” Conservation Agricultural District is broad in scope but specific in purpose: to protect vital natural resources (for example, high water quality supplies, flood-prone areas, stable soils, significant stands of vegetative cover, substantial wetlands) and to protect lands best suited for agricultural use from the encroachment of incompatible uses which would cause such land to be taken out of production prematurely, which designating an area appropriate to low density single family residential development that does not alter the general rural character of the District.

The standards in this district are intended to assure that permitted uses peacefully coexist in a low density setting, while preserving the rural-like features and character of certain portions of the Township. Low density residential development is further intended to protect public health in areas where it is not likely public water and sewer services will be provided.

It is further the intent of this District to permit a limited range of residentially-related uses, and to prohibit multiple family, office, business, commercial, industrial and other uses that would interfere with the quality of residential life in this district. This District is intended to correspond to the Estate Residential future land use category of the Comprehensive Plan.

Proposed Zoning

The proposed zoning is SR (Suburban Residential). The Hartland Township Zoning Ordinance under Section 3.1.6, Intent of the SR District, states:

The intent of the “SR” Suburban Residential District is to provide neighborhoods adjacent to lakes or with direct access to collector or arterial roads. Also, this District is intended to serve as a transition between lower density residential land uses and higher intensity land uses. This District provides areas of the Township for the construction and continued use of single family detached dwellings within stable

neighborhoods. Generally, it is intended that SR zoned development occur within approved platted subdivisions of similar developments that can be expected to eventually be served by public water and sewer.

It is further the intent of this District to permit a limited range of residentially-related uses, and to prohibit multiple-family, office, business, commercial, industrial, or other uses that would interfere with the quality of residential life in this district. It is intended that development in this district be designed to preserve significant natural features. Preservation of open space, protection of flood prone areas, protection of wetlands and woodlands, and preservation of other natural features is encouraged. The District is intended to correspond with the Medium Suburban Residential future land use category of the Comprehensive Plan.

The minimum required lot size for a single family detached dwelling in the SR zoning category is a lot width of 120 feet and lot area of 20,000 square feet (with public sewer and water) or 32,670 square feet (without public sewer and water).

Following is a chart listing the lot requirements for CA and SR zoning districts and lot information the subject parcel:

Zoning District	Lot Area	Lot Width
CA	10 acres (farm dwelling)	300 feet
CA	2 acres (Single-family detached dwelling)	200 feet
SR	20,000 sq. ft.* 32,670 sq. ft. **	120 feet
Subject parcel	3.90 acres	185 feet on Clark Road 330 feet on McCartney Lane

* For SR parcels with public sanitary sewer

** For SR parcels without public sanitary sewer

Land uses and zoning districts for properties adjacent to the subject parcel for the rezoning request are as follows:

North: CA (Conservation Agricultural)
Single-family residential house (2511 Clark Road); & vacant land (Parcel ID #4708-21-200-014)

South: CA (Conservation Agricultural)
Single-family residential house (2467 Clark Road); & vacant land south of McCartney Lane (Parcel ID #4708-21-400-046)

East: PDMDR (Planned Development Medium Density Residential) – east of Clark Road
Heritage Meadows PDMDR – single-family detached residential planned development

West: CA (Conservation Agricultural) – undeveloped parcel with frontage on McCartney Lane
(Parcel ID #4708-21-400-012)

Comprehensive Plan

The 2020-2021 Amendment to the Hartland Township Future Land Use Map shows zoning for this property as Medium Suburban Density Residential. The Comprehensive Development Plan has the following comments regarding this category:

Medium Suburban Density Residential

General Location. This designation is one of the larger land use categories; it has been planned for approximately 2,605.37 acres of the Township. These areas include some of the most recent development in the community. Hartland Estates, San Marino Estates, Meadow View Estates, Autumn Woods and other similar single-family developments are all located within Medium Suburban Density Residential areas. This land use designation has been assigned to the areas adjacent to Tyrone Lake and Dunham Lake, as well as the areas adjacent to the Township wastewater treatment plant. Other areas include the Clark and Dunham Road vicinities, where opportunities exist for somewhat higher densities.

Intended Land Uses. The Medium Suburban Density Residential areas are intended to provide for slightly denser neighborhoods with larger lot homesites. As indicated by the name, these neighborhoods tend to be more suburban, than rural in character.

Characteristic. The Medium Suburban Density Residential designation will permit new housing development on lots with an average density of one-half to one (1) acre in area per dwelling unit.

Future Land Use Map designations for properties adjacent to the subject site for the rezoning request are as follows:

North: Medium Suburban Density Residential

South: Medium Suburban Density Residential (2467 Clark Road); & Medium Urban Density Residential (undeveloped land south of McCartney Lane)

East: Medium Urban Density Residential (east of Clark Road/Heritage Meadows PDMDR)

West: Medium Suburban Density Residential

Zoning Map Amendment Criteria (Section 7.4.3)

The Hartland Township Zoning Ordinance, under Section 7.4.3. provides the Planning Commission and Township Board with the following criteria to consider in making its findings and recommendation and decision:

Section 7.4.3.A. Consistency with the adopted Comprehensive Plan.

This criterion requires examination of not only the Future Land Use Map, but the language in the Comprehensive Development Plan.

The Future Land Use Map designates the subject property as Medium Suburban Density Residential category. Per the Comprehensive Plan, this zoning designation includes some of the most recent single-family residential developments, as well as areas adjacent to Tyrone Lake and Dunham Lake. Properties adjacent to the site on Clark Road, and properties on the east side of Clark Road (north of Heritage Meadows PDMDR) are also designated as Medium Suburban Density Residential. The intended average density in this category is one-half acre (21,780 square feet in area) to one (1) acre (43,560 square feet in area) per dwelling unit. The required lot size in the SR (Suburban Residential) zoning category ranges from 20,000 square feet to 32,760 square feet, depending on whether the lot is served with private septic or public sanitary sewer. The lot size range for SR is consistent with the lot size range for the Medium Suburban Density Residential category on the FLUM. Per Section 3.1.6 (Intent or SR District), the SR District is

intended to correspond with the Medium Suburban Residential future land use category of the Comprehensive Plan. The proposed rezoning request of the subject property appears to be consistent with the FLUM and Comprehensive Plan.

Section 7.4.3.B. Compatibility with the site's physical, geological, hydrological and other environmental features.

Currently the property is occupied by a single-family residential house which was constructed in 1970. The house is surrounded by mowed lawn areas and a tree/shrub border on the north property line. The lot measures 3.9 acres in total area; however, not all of the subject property is developed or used for lawn area. The back portion of the subject property is undeveloped and covered with a mix of trees, shrubs, and other vegetation.

Section 7.4.3.C. Reasonable return on investment with current classification of CA

Properties in the vicinity of the subject site, to the north, south, and west, are also zoned CA (Conservation Agricultural) and used as single-family residential homes, with the exception of two (2) undeveloped lots. Currently this area is residential in nature with homes on lots varying in size from one (1) acre to 3.90 acres. The existing residential use of the property is permitted in the current CA zoning district. The property owner would be permitted to use the subject property in a manner consistent with the CA zoning district regulations. It would seem that the current CA zoning classification can provide a reasonable return on the investment.

Section 7.4.3.D. Compatibility of all potential uses allowed in the proposed SR District with surrounding uses and zoning.

The surrounding properties on the west side of Clark Road are zoned CA as noted previously and are occupied by single-family homes. Two (2) lots are undeveloped, one on Clark Road and one on McCartney Lane. The property south of McCartney Lane is also undeveloped and zoned CA.

Heritage Meadows PDMDR is on the east side of Clark Road, and is a single family residential planned development, with 84 lots. The Heritage Meadows residential development is served with municipal water and sewer.

The Planning Commission will need to determine if the permitted uses in the SR district are compatible with the existing and potential surrounding uses. Several of the principal permitted uses and special land uses are allowed in both the CA and SR districts and thus those uses are compatible. The SR district is intended to serve as a transition between lower density residential land uses and higher intensity land uses. In this case the subject site is situated between CA zoned properties (low intensity uses) and Heritage Meadows, which is a higher intensity use (PDMDR), thus the proposed SR zoning classification appears to be compatible.

Section 7.4.3.E. Capacity of infrastructure and other public services and street system.

Municipal water and sanitary sewer are available along Clark Road however the subject parcel would not be required to connect at this time.

The street system, which consists of Clark Road should adequately support the subject property. The other existing roadway that provides access to the subject property is McCartney Lane and this is a private roadway.

Section 7.4.3.F. Capability of the street system to accommodate the expected traffic generated by uses allowed in the requested zoning district.

Road access to the subject site is currently provided from Clark Road, which is a public road. Access could

also be obtained from McCartney Lane which is a private road. A traffic impact study was not submitted nor required as part of this request. Any future connection to this roadway will require all property owners that have an ownership interest in McCartney Lane to grant permission.

Section 7.4.3.G. Apparent demand for uses permitted in the requested zoning district.

Rezoning the property from CA to SR would be consistent with the Comprehensive Plan, as the subject parcel is designated as Medium Suburban Density Residential. The SR zoning designation could assist in meeting future demands for single-family properties in the Township.

Section 7.4.3.H. Ability to comply with zoning regulations.

Any future development of the property will require compliance with the current Zoning Ordinance standards and requirements. The property owner had inquired about a land division to create an additional parcel. Any future divisions would need to comply with the Land Division Ordinance and zoning district requirements for lot area and lot width, as well as accessibility.

Section 7.4.3.I. Appropriateness of the requested zoning district.

The proposed SR zoning classification seems to align with the intent of the Medium Suburban Density Residential designation, which is intended to allow for slightly denser neighborhoods with larger lot homesites. Properties to the north, south, and west are also in the same classification on the FLUM. The SR district's intent is for land that can be eventually served by public water and public sewer since they are within close proximity to the subject property.

This standard requires the Planning Commission, and ultimately, the Township Board, to determine that the proposed zoning classification is considered to be more appropriate than any other zoning classification.

Section 7.4.3.J. Amendment of permitted or special uses versus rezoning.

Generally, it is not advisable for the Township to only consider one of the permitted uses that are permitted in a proposed rezoning request. As a result, the Planning Commission should consider all permitted uses in the proposed rezoning request and determine if the subject properties are appropriate for those uses.

Section 7.4.3.K. Exclusionary and Spot Zoning Issues.

The term exclusionary zoning is generally referred to a zoning ordinance or a zoning decision that would exclude an otherwise lawful use of land. Michigan Compiled Laws (MCL) Section 125.297a of Township Zoning Act (Sec. 27a) states “[a] zoning ordinance or zoning decision shall not have the effect of totally prohibiting the establishment of a land use within a township in the presence of a demonstrated need for that land use within either the township or surrounding area within the state, unless there is no location within the township where the use may be appropriately located, or the use is unlawful.”

The Michigan State University Extension on Land Use Planning (posed on June 17, 2016 by Brad Neumann, MSU Extension) has defined “spot zoning” as: “one illegal form of rezoning is spot zoning. This practice gets its name from the appearance of small spots of different zoning districts on a zoning map that otherwise has large contiguous areas in the same zoning district around the spots.

To be considered a spot zone, the property, in most cases, must meet the following four criteria:

- The area is small compared to districts surrounding the parcel in question.
- The new district allows land uses inconsistent with those allowed in the vicinity.
- The spot zone would confer a special benefit on the individual property owner not commonly enjoyed by the owners of similar property.
- The existence of the spot zone conflicts with the policies in the text of the master plan and the future land use map.

The subject property is approximately 3.90 acres in area. The requested zoning, SR (Suburban Residential), is consistent with the Comprehensive Plan and FLUM designation. The land uses allowed in SR are generally consistent with those allowed in the vicinity, in particular, for adjacent properties to the north, south, and west which are zoned CA. However, the rezoning of the subject property would create an island of SR zoning that is otherwise surrounded on all sides by other zoning categories. This proposed rezoning presents concerns of “spot zoning.” It is because of this issue, that the Planning Staff has recommended to further examine the rezoning of other properties in this same area.

Section 7.4.3.L. Submittal of similar request within one year.

A similar rezoning request has not been submitted within one year.

Section 7.4.3.M. Other Factors.

The Planning Commission and/or the Township Board may consider other factors that it deems appropriate.

Hartland Township DPW Review

No comments

Hartland Township’s Engineer’s Review

No comments.

Hartland Deerfield Fire Authority Review

No comments.

Attachments

1. REZ #22-001 Attorney letter dated December 3, 2021 – PDF version only
2. Survey for 2473 Clark Road – PDF version only
3. Livingston County Approval 03.17.2022 – PDF version only
4. TB Resolution to Approve SP #22-001 03.17.2022

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2022 Planning Commission Activity\Site Plan Applications\REZ #22-001 2473 Clark Road\Staff reports\TB meeting\REZ #22-001 staff report TB 03.23.2022.docx



RECEIVED

December 3, 2021

DEC 13 2021

HARTLAND TOWNSHIP

Hartland Township
Planning Director
c/o Troy Langer
2655 Clark Road
Hartland, MI 48353
tlanger@hartlandtwp.com

Via E-mail and US Mail

Re: Application for Zoning Amendment for 2473 Clark Road

Dear Mr. Langer:

As you know, this firm represents applicant Rob Buti with respect to his application for a rezoning ("Application") to his property located at 2473 Clark Road, Hartland, MI 48353 (the "Property"). I want to first thank you again for your time so far in discussing the Property with me. The purpose of this letter is to supplement my client's Application to rezone his Property from CA (Conservation Agricultural) to SR (Suburban Residential). A copy of the Application is attached to this letter.

For starters, the rezoning from CA to SR represents a minimal request that is consistent with the current land uses in the area, as well as the increasing developmental activity within the Township as a whole. Land zoned CA is subject to specific use and building standards. In addition, the Zoning Ordinance specifies the following:

The intent of the "CA" Conservation Agricultural District is broad in scope but specific in purpose: to protect vital natural resources (for example, high quality water supplies, flood-prone areas, stable soils, significant stands of vegetative cover, substantial wetlands) and to protect lands best suited to agricultural use from the encroachment of incompatible uses which would cause such land to be taken out of production prematurely, while designating an area appropriate to low density single family residential development that does not alter the general rural character of the District.

The standards in this district are intended to assure that permitted uses peacefully coexist in a low density setting, while preserving the rural-like features and character of certain portions of the Township. Low density residential development is further intended to protect the public health in areas where it is not likely that public water and sewer services will be provided.

It is further the intent of this District to permit a limited range of residentially-related uses, and to prohibit multiple family, office, business, commercial, industrial and other uses that would interfere with the quality of residential life in this district. This District is intended to correspond to the Estate Residential future

land use category of the Comprehensive Plan. (See Section 3.1.1 of the Hartland Township Zoning Ordinance).

Looking at the Property and surrounding parcels, it is clear that the CA zoning designation is not consistent with the characteristics of the area. In particular, each of the properties bordering the Property are residential in nature, consisting primarily of single-family residential structures. In addition, just feet to the south on Clark Road is a large single-family development known as Heritage Meadows of Hartland. Further to the south along Highland Road are several commercial properties. And to the north, more single-family residential structures. Indeed, there is no longer a “general rural character” within this area.

Rezoning the Property to SR in light of the surrounding land use patterns would be consistent with the Michigan Zoning Enabling Act (“MZEA”). In particular, the MZEA, at MCL 125.3203, expressly provides that “[a] zoning ordinance shall be made with reasonable consideration of the character of each district, its peculiar suitability for particular uses, the conservation of property values and natural resources, and the general and appropriate trend and character of land, building, and population development.”

The consistency and compatibility with general land use patterns in the area is also one of the well-established factors that Michigan courts have determined to be relevant in considering the lawfulness of a rezoning. For example, in *Raabe v Walker*, the Michigan Supreme Court invalidated a rezoning of property from residential to industrial due to the fact the surrounding area had predominantly residential characteristics inconsistent with the industrial zoning classification. 383 Mich 165, 177-78; 174 NW2d 789 (1970). This is a stark contrast to the situation we are faced with here in considering my client’s request to rezone to SR. One need not do more than stand at the Property and look around to conclude that the current CA zoning classification is contrary to the general land use patterns in the area.

Given the relative consistency between the permitted uses of CA and SR property, the rezoning here would also be minimally impactful to any other CA property. For example, the permitted uses for single-family residence for both zoning classifications results in continuity of character to the extent that industrial and commercial properties would be inappropriate. To that end, the intent of the SR district classification is as follows:

[T]o provide neighborhoods adjacent to lakes or with direct access to collector or arterial roads. Also, this District is intended to serve as a transition between lower density residential land uses and higher intensity land uses. This District provides areas of the Township for the construction and continued use of single family detached dwellings within stable neighborhoods. Generally, it is intended that SR zoned development occur within approved platted subdivisions or similar developments that can be expected to eventually be served by public water and sewer services.

It is further the intent of this District to permit a limited range of residentially-related uses, and to prohibit multiple family, office, business, commercial,

industrial and other uses that would interfere with the quality of residential life in this district. It is intended that development in this district be designed to preserve significant natural features. Preservation of open space, protection of flood prone areas, protection of wetlands and woodlands, and preservation of other natural features is encouraged. This District is intended to correspond with the Medium Suburban Residential future land use category of the Comprehensive Plan. (See Section 3.1.6 of the Hartland Township Zoning Ordinance).

For all of the reasons set forth above, the my client respectfully request that the Township approve and/or recommend approval of his Application for rezoning. Thank you for your attention to this matter. Should you have any questions or need any additional informational please feel free to contact me directly.

Very truly yours,

MYERS & MYERS, PLLC



Alexander R. Reuter, Esq.

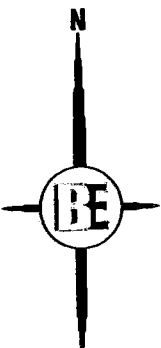
Direct Dial: 517-376-4913

E-mail: areuter@myers2law.com

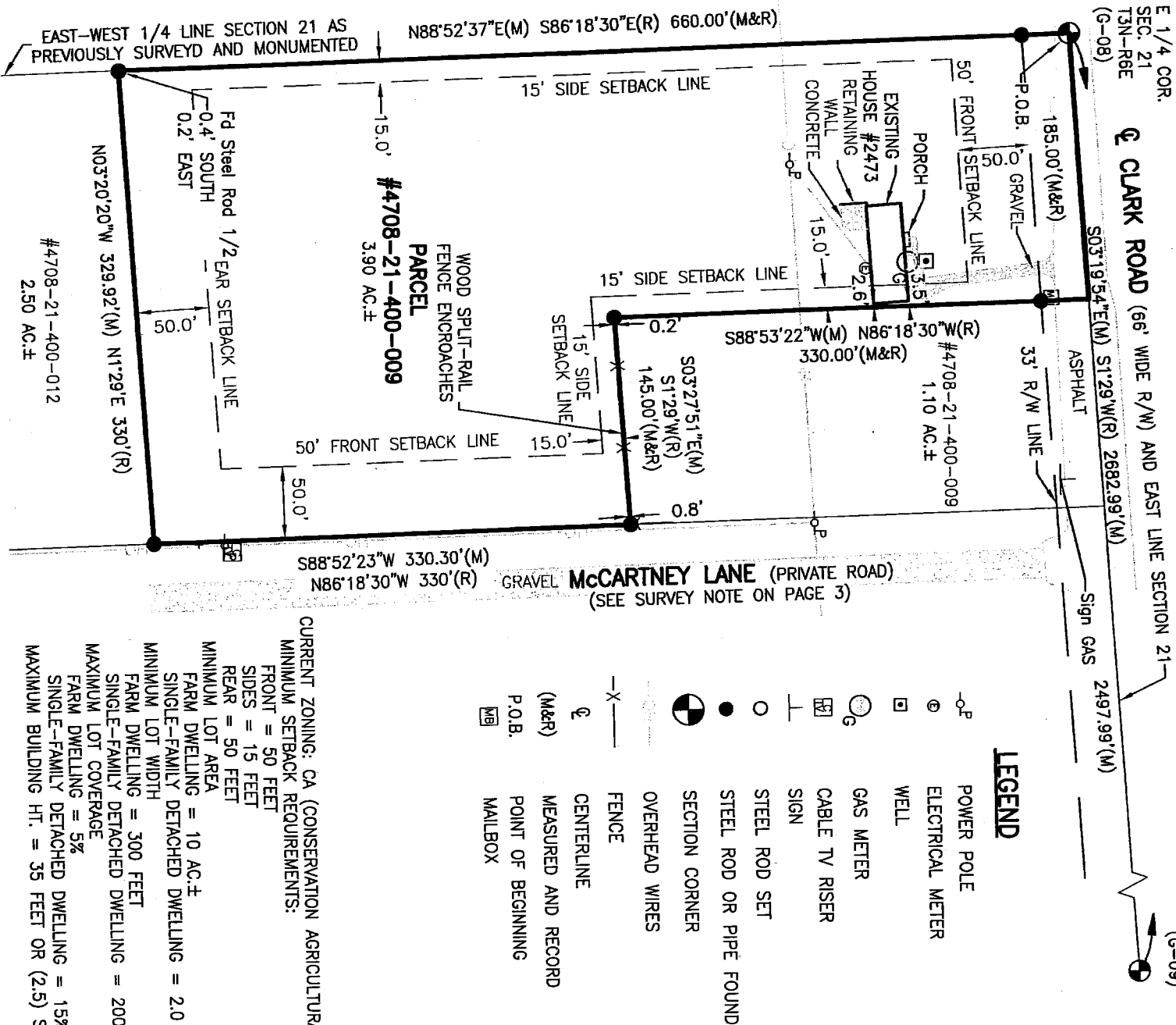
EXISTING CONDITIONS

GENERAL SURVEY NOTES:

1. BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. RECORD BEARINGS ARE FROM BOSS ENGINEERING JOB #2275, DATED FEBRUARY 18, 1972.
2. EASEMENTS OR RESTRICTIONS OF RECORD NOT DEPICTED ON THIS DRAWING MAY EXIST.



SE COR.
SEC. 21
T3N-R6E
(G-09)



LEGEND

- P POWER POLE
- ⊙ ELECTRICAL METER
- WELL
- ⊙ GAS METER
- ⊕ CABLE TV RISER
- ⊕ SIGN
- ⊕ STEEL ROD SET
- ⊕ STEEL ROD OR PIPE FOUND
- ⊕ SECTION CORNER
- ⊕ OVERHEAD WIRES
- ⊕ FENCE
- ⊕ CENTERLINE
- ⊕ MEASURED AND RECORD
- ⊕ P.O.B. POINT OF BEGINNING
- ⊕ MAILBOX

CURRENT ZONING: CA (CONSERVATION AGRICULTURAL)
MINIMUM SETBACK REQUIREMENTS:

- FRONT = 50 FEET
- SIDES = 15 FEET
- REAR = 50 FEET
- MINIMUM LOT AREA
- FARM DWELLING = 10 AC.±
- SINGLE-FAMILY DETACHED DWELLING = 2.0 AC.±
- MINIMUM LOT WIDTH
- FARM DWELLING = 300 FEET
- SINGLE-FAMILY DETACHED DWELLING = 200 FEET
- SINGLE-FAMILY DETACHED DWELLING = 200 FEET
- FARM DWELLING = 5%
- SINGLE-FAMILY DETACHED DWELLING = 15%
- MAXIMUM BUILDING HT. = 35 FEET OR (2.5) STORIES

DESCRIPTION:

PART OF THE SOUTHEAST 1/4 OF
SECTION 21, T3N-R6E, HARTLAND
TOWNSHIP, LIVINGSTON COUNTY,
MICHIGAN



3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
517.546.4836 FAX 517.546.1670

CLIENT:

BUTI

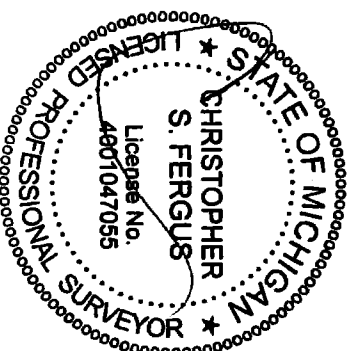


SCALE: 1 INCH = 100 FEET

JOB NO.	21-294	DATE	07-16-21	DR.	TCG	CHKD.
SHEET	1 OF 4	FB 632	CREW CE/PB	DR.	TCG	CHKD.

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- LEGEND
- = IRON SET
 - ⊙ = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - ⊕ = FENCE
 - ⊕ = MEASURED





Livingston County Department of Planning

March 17, 2022

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

Hartland Township Board of Trustees
c/o Larry Ciofu, Clerk
Hartland Township Hall
2655 Clark Road
Hartland, MI 48353

**Re: Planning Commission Review of Proposed Rezoning
Z-15-22: RS-1 to RS-3 in Section 35 of Hartland Township**

Dear Board Members:

The Livingston County Planning Commission met on Wednesday, March 16, 2022, and reviewed the proposed rezoning referenced above. The County Planning Commissioners made the following recommendation:

Z-15-22 Approval.

Approval; Surrounding land use patterns in this area of Hartland Township are consistent with the SR Suburban Residential rezoning request. A rezoning of the 3.9 acre subject site to SR would not negatively impact the surrounding lots on McCartney Road that are zoned CA Conservation Agriculture. Hartland Township should consider a more comprehensive rezoning of the parcels on either side of Clark Road, so that the Hartland Township Zoning Map is more consistent with the Future Land Use designations of this area.

Copies of the staff reviews and draft Livingston County Planning Commission meeting minutes are enclosed. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Kathleen J. Kline-Hudson

Kathleen J. Kline-Hudson

Enclosures

c: Troy Langer, Hartland Township Planning Director
Larry Fox, Chair, Hartland Township Planning Commission

Meeting minutes and agendas are available at:
<https://www.livgov.com/plan/Pages/meetings.asp>

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

•
(517) 546-7555
Fax (517) 552-2347

•
Web Site
livgov.com/planning



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

RESOLUTION NO. 22-__

**RESOLUTION TO ADOPT ORDINANCE NO. _____,
ORDINANCE TO AMEND THE HARTLAND TOWNSHIP ZONING MAP**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on _____, at 7:00 pm.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

WHEREAS, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, and/or amend the Zoning Map, which regulate the public health, safety, and general welfare of persons and property; and

WHEREAS, the subject property is currently developed with a single-family house and is 3.90 acres in area, with a tax parcel 4708-21-400-009; and

WHEREAS, the current zoning of the property in the CA (Conservation Agricultural) zoning district requires a minimum lot size of 2.00 acres and 200 feet of lot width; and

WHEREAS, the proposed zoning of the property to the SR (Suburban Residential) zoning district requires a minimum lot size of 20,000 square feet with public water and sewer or 32,670 square feet without public sewer and water; and a minimum of 120 feet of lot width; and

WHEREAS, the Hartland Township Future Land Use Map depicts the property in the Medium Suburban Density Residential category; and

WHEREAS, amending the Zoning Map, for the subject property, to the SR (Suburban Residential) category, would be consistent with the Future Land Use Map designation; and

WHEREAS, the Township has determined that it is in the best interests of the public health, safety, and welfare to change the zoning of the subject properties; and

WHEREAS, the Township Planning Commission reviewed the proposed rezoning of the subject property under Rezoning Application #22-001 on February 10, 2022; and

WHEREAS, the Township Planning Commission recommended approval of Rezoning #22-001 at the February 10, 2022, regular meeting; and

WHEREAS, the Livingston County Planning Commission reviewed Rezoning Application #22-001 at their regular meeting on March 16, 2022; and recommended approval; and

WHEREAS, the Township Board has determined that amending the Zoning Map, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

NOW THEREFORE, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, ("Ordinance"), Ordinance No. _____, Ordinance to Amend the Township Zoning Map, as outlined in Ordinance ____.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.
4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

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

YEAS: _____

NAYS: _____

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 Board of said Township at a regular meeting held on the __ day of_____, 2022.

Larry N. Ciofu, Hartland Township Clerk

EXHIBIT A

HARTLAND TOWNSHIP BOARD OF TRUSTEES LIVINGSTON COUNTY, MICHIGAN ZONING MAP AMENDMENT NO. _____

THE TOWNSHIP OF HARTLAND ORDAINS:

Section 1. Amendment of Township Zoning Map. Amend the Zoning Map from CA (Conservation Agricultural) to SR (Suburban Residential) for Tax Parcel Number 4708-21-400-009, which consist of approximately 3.90 acres, located at 2473 Clark Road, in Section 21 of Hartland Township.

Section 2. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4: Effective Date. This Ordinance shall become effective immediately following publication.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan Application #22-003 – Redwood Living Planned Development Final Plan

Date: March 23, 2022

Recommended Action

Move to approve Site Plan Application #22-003, as outlined in the Staff Memorandum and Resolution, as attached.

Discussion

Applicant: Redwood Living

Site Description

The proposed Redwood Living Planned Development (PD) is shown in the northeast portion of Hartland Glen Golf Course. Hartland Glen Golf Course has been in operation on the property for over 30 years. The golf course property, addressed as 12400 Highland Road, is approximately 383.15 acres in size, and is west of Pleasant Valley Road, south of Cundy Road, and west of Hartland Glen Lane (Parcel ID #4708-26-100-019). The golf course property is zoned CA (Conservation Agriculture). The proposed project area currently functions as a golf course. Existing wetland areas/ponds are shown on the submitted plans.

The proposed PD project area occupies approximately 27.14 acres of the golf course property, in the northeast part of the golf course. A land division application, submitted to the Township in January 2022, was approved, creating the parcel associated with Redwood Living PD (Tax Parcel ID #4708-26-100-020; 27.14 acres in size).

The property east of the proposed PD project area (Tax ID #4708-26-200-002) is vacant and zoned CA (Conservation Agriculture). Two (2) single-family residential properties, north of the project area, are zoned CA. Those properties are addressed as 12396 Cundy Road (Tax ID #4708-26-100-001) and 12398 Cundy Road (Tax ID #4708-26-100-012). The PD project area is surrounded by Hartland Glen Golf Course on the south and partially on the west. A single-family residence occupies the parcel addressed as 12250 Cundy Road (Tax ID #4708-26-100-002), zoned CA, and shares a portion of the west property line of the planned development.

Hartland Glen Golf Course was previously designated as Medium Suburban Density Residential on the 2015 Future Land Use Map (FLUM); however, in 2020-2021, several amendments were made to the FLUM and Comprehensive Development Plan. The amendments were approved by the Township Board on May 18, 2021. One of the areas that was amended is the Hartland Glen Golf Course property, which is now designated as a Special Planning Area (SPA), thus the proposed Redwood Living PD project area is designated as SPA.

The 2015 FLUM designates the parcel east of Hartland Glen Lane as a Special Planning Area. The 2020-2021 Amendment to the FLUM now designates the two (2) properties north of the project area as a Special

Planning Area (12396 and 12398 Cundy Road). The parcel west of the project area, addressed as 12250 Cundy Road, is designated as Medium Suburban Density Residential on the 2015 FLUM.

Public access to the planned development is via two (2) access points onto Hartland Glen Lane from internal roads in the PD. Staff is unsure if Hartland Glen Lane is considered a private road or an internal access drive. Historically this road has been the only access route to the golf club and parking associated with Hartland Glen Golf Course. Based on the submitted plans Hartland Glen Lane is twenty (20) feet wide and is without curb and gutter.

The applicant has been involved in discussions with the Township about the extension of a water main down M-59 that could serve this site. The Public Works Director has indicated that municipal sanitary sewer currently is located near this subject property and the development would be required to connect. Those details will be worked out later.

At a Special Meeting on March 17, 2022, the Planning Commission recommended approval of the Final PD and rezoning of the subject property to PD (Planned Development). The discussion of the Planning Commission was mainly focused on the easement area for the proposed monument sign. This easement for the sign constituted an “off-site” sign and the Planning Commission had concerns with more than one (1) sign on this property, given the potential of future development on the Hartland Glen property. Moving forward with the proposed sign and limiting it to the only sign for all development on the Hartland Glen property requires additional work with Redwood and Hartland Glen. So, Redwood requested to just eliminate that proposed off-site sign and they will install a monument sign on their property. They may come forward with the proposed off-site at a future date.

In addition, there were concerns about the proposed easement for the lift station. The Livingston County Drain Commissioner’s office is reviewing the plans for the sanitary sewer system for this development and area. There was a request to allow the easement to be modified, per the Livingston County Drain Commissioner’s office, without having to come back to amend the PD agreement.

Site History

REZ #361 (2017)

In 2017, approximately 73 acres were rezoned from CA (Conservation Agriculture) to HDR (High Density Residential), under REZ #361. The property associated with the rezoning request included approximately 71 acres of the golf course property (the northern nine (9) holes of the golf course) and two (2) single-family residences on Cundy Road, equating to an additional two (2) acres of land, or 73 acres. The properties on Cundy Road are addressed as 12396 and 12398 Cundy Road. The remaining portion of Hartland Golf Club property is zoned CA. The current (2012) Township Zoning Map does not reflect the zoning changes that were approved under REZ #361.

During the rezoning request, the applicant had also submitted a concept plan. This plan was never formally reviewed during the rezoning, as it was not part of the rezoning request. However, at that time, the property owner indicated that the entire property, which consists of 386 acres, has been allocated 602 Residential Equivalent Units (REU) sanitary sewer taps. The Planning Department has not been able to verify that number of REU’s with the Public Works Department; however, it is believed the number would at a minimum be close, since there has been litigation on this topic and this property.

Site Plan Application #20-008 (Redwood Living Planned Development) – Concept Plan

The Concept Plan was discussed under Site Plan Application #20-008. The Planning Commission reviewed the project on August 20, 2020, followed up by the Township Board's review at their September 15, 2020, meeting.

Site Plan Application #21-005 (Redwood Living Planned Development) – Preliminary Planned Development Site Plan

The Preliminary Planned Development Site Plan for Redwood Living PD was reviewed by the Planning Commission under Site Plan Application #21-005. On June 24, 2021, the Planning Commission held a public hearing for the project. Upon review of the project, the Planning Commission requested the applicant revise the plans to address several items that were discussed at the public hearing, prior to the Planning Commission making a recommendation on the project. The Planning Commission reviewed the revised plans at their regular meeting on Thursday, July 22, 2021, and recommended approval of Site Plan/PD Application #21-005.

The Township Board approved Site Plan/PD Application #21-005 at their regular meeting on August 17, 2021. Approval of the Preliminary PD Site Plan included the following conditions:

1. The Preliminary Planned Development Site Plan for Redwood Living, SP PD #21-005, is subject to the approval of the Township Board.
2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated June 17, 2021, and July 15, 2021, and August 11, 2021, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
3. As part of the Final Plan Review, the applicant, and/or any future owners shall agree to not interfere or object to any future roadway and/or pedestrian connections to the east. Any future ingress-egress easement agreement shall comply with the requirements of the Township Attorney.
4. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any easements and access agreements. A landscape easement and maintenance agreement are required for properties to the north, and an access and maintenance agreement will be required for the use of the Hartland Glen Lane.
5. The applicant shall obtain any permits from the Livingston County Road Commission for any and all improvements to Hartland Glen Lane within the road right-of-way of Cundy Road.
6. Municipal water shall be available for this development. In the event that municipal water is not available for this project, the developer shall re-submit plans to be approved by the Planning Commission and Township Board that provide an acceptable water source.
7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other governmental agencies, as applicable.
8. The applicant shall modify the site plan to show all easements that are off-site, such as, but not limited to, the sanitary pump station.
9. The applicant shall work with the Township staff on a revised landscape plan to incorporate more street trees.

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 was held at the June 24, 2021, 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 Proposed Use

The proposed residential planned development consists of thirty (30) single-story, multi-unit apartment buildings. The target market for this development includes empty nesters, seniors, and young professionals; however, the development is not age restricted. Per the applicant the projected rent rate for the Hartland project is anticipated to be between \$1,650 and \$2,050 per month.

There are four (4) types of apartment buildings: 3-unit, 4-unit, 5-unit, and 6-unit. In total there are 30 apartment buildings and 148 units. Six (6) different building models are offered, with varying architectural designs and interior layout options. Architectural plans and floor plans have been submitted by the applicant. Each apartment unit has 2 bedrooms, 2 bathrooms, and an attached 2-stall garage. The unit size ranges from 1,300 to 1,600 square feet. The driveway for each unit is a minimum 25 feet long, as measured from the leading edge of the unit to the back of the street or to the leading edge of the sidewalk pavement, to accommodate residents parking two (2) vehicles and not impede with the accessible sidewalk along the road.

A leasing office/maintenance building is shown in the northeast portion of the site, at the eastern end of Building A, which is shown as a 4 -unit apartment building.

Public access to the development is via two (2) access points from Hartland Glen Lane on the east. Hartland Glen Lane intersects with Cundy Road. Cundy Road generally runs west to east in this area, and then travels north to intersect Highland Road. Internally the residential units are served by several private roadways.

Legal Documents and Submittals

As noted previously the primary focus of the Final Site Plan stage of the planned development review process is the legal documentation, particularly the Planned Development Agreement. This document memorializes the developer's obligations and sets forth the terms and conditions negotiated and to be agreed to by the applicant and the Township. Approval of the planned development proposal is based on the Final Plan and the planned development agreement.

A draft of the Planned Development Agreement was submitted by the applicant. The document includes a legal description of the property (Exhibit A); Final Plan (Exhibit B); Access Easement (Exhibit C); Offsite Landscape Easement (Exhibit D); Offsite Sign Easement (Exhibit E); and Offsite Pump Station Easement (Exhibit F). Additionally, Exhibit G (Applicant Documents), is provided which is a list of all plans, documents, and other materials submitted by the applicant supporting the Final Plan. Many of the items listed are documents or exhibits that were previously submitted as part of SP/PD #21-005 (Preliminary PD Site Plan) and are part of the existing file information for this project. The site plans listed (dated July 9, 2021; July 14, 2021; and August 16, 2021) have been updated since SP/PD #21-005 was approved by the Township Board on August 17, 2021. As a result, staff would recommend eliminating Exhibit G and consider the Construction set of plans as the approved Final Plan.

Typically, an executed Planned Development Agreement is recorded with the Register of Deeds; however, the Final Plan (Exhibit B in this case) may or may not be recorded as part of the Planned Development Agreement. The Construction set of plans serves as the approved Final Plan and is not recorded with the Register of Deeds. The Access Easement (Exhibit C), Offsite Landscape Easement (Exhibit D), Offsite Sign Easement (Exhibit E), and Offsite Pump Station Easement (Exhibit F) could be recorded as separate documents. Exhibit G would not need to be recorded.

Additionally, approval of the Final Plan by the Township Board constitutes a rezoning of the subject properties to PD (planned Development), and an amendment to the Township zoning map.

Following is a brief discussion of the PD agreement and the exhibits submitted.

Redwood Living Planned Development Agreement Outline Draft

The PD Agreement outlines the terms and conditions to be agreed to by the applicant and the Township. The draft document has been reviewed by the Township Attorney and the Planning Department. The Township Attorney has provided comments on the draft PD Agreement. The applicant has received those comments but has not had time to make the changes to the document. The final document shall be subject to the approval of the Township Attorney. Of note is a list of Permitted Uses (page 2) and Prohibited Uses, as follows:

Permitted Uses. All the uses set forth herein or identified on the Final Plans are permitted and lawful (“Permitted Uses”). The Final Plans depict the proposed residential planned development consisting of thirty (30) single-story, multi-unit apartment buildings. There are four (4) types of apartment buildings: 3-unit, 4-unit, 5-unit, and 6-unit. In total there are 30 apartment buildings and 148 units. Six (6) different building models are offered, with varying architectural designs and interior layout options. Each apartment unit has 2 bedrooms, 2 bathrooms, and an attached 2-stall garage. The unit size ranges from 1,300 to 1,600 square feet. The driveway for each unit is a minimum 25 feet long, as measured from the leading edge of the unit to the back of the street or to the leading edge of the sidewalk pavement, to accommodate residents parking two (2) vehicles and so as not to impede with the accessible sidewalk along the road. A leasing office/maintenance building is shown in the northeast portion of the site, at the eastern end of Building A, which is shown as a 4-unit apartment building. Public access to the development will occur through two (2) access points from Hartland Glen Lane. The residential units are served by several private roadways. All uses and structures accessory to the above uses are also considered Permitted Uses, such as temporary construction trailers, recreation trailers, and maintenance.

Prohibited Uses.

Any use not referenced in this Agreement or in the Final Plan shall be prohibited; unless the Planning Commission determines that such use is similar to any one of the Permitted Uses.

Final Plan (Exhibit B)

The Final Plan (Exhibit B), dated January 28, 2022, was submitted, and includes the civil site plans, landscape plans, and architectural plans for the proposed planned development, in a 24” by 36” format (paper size), which is not considered a recordable format. Staff is suggesting site plan of the planned development could be provided and be designated as the Final Plan (Exhibit B).

During the discussion of SP PD #21-005 (Preliminary PD Site Plan) at the Planning Commission, minor changes to the plans were required, which were to be addressed on the Final Plan. Staff reviewed the January 28, 2022, set of plans (Final Plan), and observed that plans had not addressed the required revisions. A detailed review will occur during the review of the construction set of plans. The Construction set of plans will be considered as the approved Final Plan.

Access Easement (Exhibit C)

An access easement is provided for ingress and egress for Redwood PD, from Cundy Road over a portion of Hartland Glen Drive, which will be owned by the applicant.

Offsite Landscape Easement (Exhibit D)

An approximate 15-foot-wide offsite landscape easement is provided on properties north of the Redwood Planned Development. The landscaping is intended to provide screening and buffering between the Redwood PD and single-family residences to the north.

Offsite Sign Easement (Exhibit E)

An offsite easement is provided for the construction of a monument sign for the planned development. The offsite monument entry sign was shown on the plans for Redwood Living, under SP/PD #21-005, Preliminary Planned Development Site Plan. Exhibit E shows the easement area for the offsite monument sign, which is positioned on a parcel of land between Highland Road and Cundy Road.

Following is a chart that summarizes the zoning regulations for a monument sign and dimensional information on the proposed monument sign.

Monument Sign	Zoning Regulations	Proposed Sign
Maximum sign height	7 feet	5 feet
Maximum sign size	64 sq. ft.	32 sq. ft.
Masonry base/sign face width	Base width to be 100% of width of the sign face	Sign face is not the same width as sign base (sign cabinet indented approx. 6 inches on each end)
Setback from ROW	10 feet	10 feet from Highland Road ROW 3 feet from Cundy Road ROW

Under “Site and Architectural Standards,” there is a section stating one (1) monument sign shall be permitted, as shown on the Final Plan. Design details for the sign are provided. The stated design standards for sign height (7 feet) and sign size (limited to 64 square feet of sign area per side) are consistent with the current monument sign standards outlined in Section 5.26 of the Zoning Ordinance; however, should the sign standards in the Zoning Ordinance be modified in the future, the sign for this site would be limited to the design criteria listed in this Agreement. Staff would recommend this section be revised or potentially eliminated.

The Planning Commission recommended that this easement be removed.

Offsite Pump Station Easement (Exhibit F)

An easement is provided for temporary construction and access to an offsite the pump station located on the Hartland Glen Golf Course property.

The Planning Commission recommended that in the event the Livingston County Drain Commissioner's office requires an amendment to this easement area, it can be modified without having to amend the PD Agreement.

Rezoning of the subject properties

Per Section 3.1.18.D.vii.b., Effect of Approval. Approval by the Township Board of a planned development proposal shall constitute an amendment to the Zoning Ordinance. All improvements and use of the site shall be in conformity with the planned development amendment and any conditions imposed. Notice of the adoption of the amendment shall be published in accordance with the requirements set forth in this Ordinance. The applicant shall record an affidavit with the register of deeds containing the legal description of the entire project, specifying the date of approval, and declaring that all future improvements will be carried out in accordance with the approved planned development unless an amendment thereto is adopted by the Township upon request of the applicant or his successors.

In this case the current zoning of the subject property is HDR (High Density Residential) and CA (Conservation Agriculture). Once approved the property will be zoned PD (Planned Development) and will remain with the property as the zoning designation.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Township Engineer's Review

No comments at this time.

Hartland Deerfield Fire Authority Review

No comments at this time.

Hartland Township DPW Review

No comments at this time.

Attachments

1. Draft Redwood Planned Development Agreement dated January 26, 2022 – PDF version
2. Approval letter dated August 19, 2021 (SP PD #21-005) – PDF version
3. Redwood Preliminary PD Overall Plan SP PD #21-005 – PDF version
4. Redwood Preliminary PD Open Space Plan SP PD #21-005 – PDF version
5. Redwood Preliminary PD Entry Sign Plan SP PD #21-005 – PDF version
6. Attorney Comments Draft PUD Redwood 03.09.2022 – PDF version
7. Resolution to Approve – PDV version

CC:

HRC, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

A. Carroll, Hartland FD Fire Chief (via email)

**REDWOOD
PLANNED DEVELOPMENT AGREEMENT**

This Agreement ("the Agreement") made this _____ day of _____, 2022, by and between the **TOWNSHIP OF HARTLAND**, a Michigan municipal corporation (the "Township"), whose address is 2655 Clark Rd., Hartland Michigan 48353, and **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company (the "Applicant"), whose address is 7007 E. Pleasant Valley Rd. Independence, OH 44131.

RECITALS

A. The Property (the "Property") is located at 12400 Highland Road, Hartland Township, Livingston County, MI 48353, as more fully and legally described in **Exhibit "A"**. The Property is approximately 27 acres of land located west of Hartland Glen Lane, south of Cundy Road in Section 26 of the Township. The Property is a portion of the overall 380-acre parcel currently used as the Hartland Glen Golf Course. The overall parcel (Parcel ID #4708-26-100-019) is zoned CA-Conservation Agricultural. The Applicant has the right to acquire title the Property and has properly applied for a rezoning of the Property from CA-Conservation Agricultural to the PD Planned Development ("PD") District.

B. On ____, 2022, by Resolution No. _____ after compliance with all applicable provisions of the Township's Zoning Ordinance (the "Ordinance") and applicable law, the Township Board approved rezoning of the Property to the PD District pursuant to Article 3.1.18 of the Ordinance and approval of the Final Plan ("Final Plan") attached hereto as **Exhibit "B"**, subject to the execution and recording of this Agreement setting forth the conditions upon which the approvals were based.

C. The Township desires to ensure that the Property is developed and used in accordance with this Agreement, the Final Plan, and applicable laws and regulations.

D. The PD District provides the Applicant with certain development uses for the Property not applicable or clearly defined under the existing zoning classification and which would be a distinct and material benefit and advantage to the Applicant and to the Township.

E. As used in this Agreement, "Owners of the Property" means the Applicant and all current and future owners of legal and/or equitable title to all or any part of the Property.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Intent.** The Property may be developed in accordance with this Agreement and with the Final Plans. However, this Agreement is not a commitment by the Applicant or any future owner that it will commence development of the Property. It is recognized that there may be modifications required to the Final Plan due to various reasons, including but not limited to engineering requirements, unforeseen conditions, and other governmental requirements. Therefore, modifications to the Final Plan not materially inconsistent with this Agreement and the Final Plan may be permitted in accordance with Article 3.1.18, Section H, of the Ordinance.
2. **Permitted Uses.** All of the uses set forth herein or identified on the Final Plans are permitted and are lawful ("Permitted Uses"). The Final Plans depict the proposed residential planned development consisting of thirty (30) single-story, multi-unit apartment buildings. There are four (4) types of apartment buildings: 3-unit, 4-unit, 5-unit, and 6-unit. In total there are 30 apartment buildings and 148 units. Six (6) different building models are proposed, with varying architectural designs and interior layout options. Each apartment unit has 2 bedrooms, 2 bathrooms, and an attached 2-stall garage. The unit sizes range from 1,300 to 1,600 square feet. The driveway for each unit is a minimum 25 feet long, as measured from the leading edge of the unit to the back of the street or to the leading edge of the sidewalk pavement, to accommodate residents parking two (2) vehicles and so as not to impede with the accessible sidewalk along the road. A leasing office/maintenance building will be on the northeast portion of the Property, at the eastern end of Building A, which is shown as a 4-unit apartment building. Public access to the development will occur through two (2) access points from Hartland Glen Lane. The residential units are served by several private roadways. All uses and structures accessory to the above uses are also considered Permitted Uses, such as temporary construction trailers, recreation uses, and maintenance.
3. **Prohibited Uses.** Any use not referenced in this Agreement or in the Final Plan shall be prohibited; unless the Planning Commission determines that such use is similar to any one of the Permitted Uses.
4. **Site and Architectural Standards.**
 - a. Residential Density. One hundred forty-six (148) dwelling units are proposed and allowed on the Property. Any requested increase in residential density must be approved by the Planning Commission and Hartland Township Board.
 - b. Setbacks. The approved setbacks are noted in the chart below per Article 3.1.18.C.vi.a. of the Ordinance.

Setbacks	Proposed Setback
Along perimeter adjacent to public road	NA (PD is not adjacent to a public road)
Along perimeter, but not adjacent to a road (north, south, and west property lines)	24 ft. (north) 34 ft. (south) 46 ft. (west)

Between parking lot & property line & adjacent to road (M-59)	100 ft. from bldg. to east property line; 57 ft. from bldg. to edge of Hartland Glen Lane pavement
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- c. Separation Standards. The approved allowable distance between individual buildings is stated below.

Building Orientation	Minimum Allowable ft.
Front to Front	15 ft.
Rear to Rear	25 ft.
Side to Side	15 ft.
Side to Rear	15 ft.

- d. Building Height. Building height of the proposed buildings are depicted and described Exhibit “B” attached hereto and are approved.
- e. Façade. Façade materials and design shall be developed in accordance with those depicted and described in **Exhibit “B”**.
- f. Parking. A minimum of two (2) parking spaces per dwelling unit, plus one (1) additional space for each four (4) dwellings are required.
- g. Monument Sign. One monument sign, as shown on the Final Plan, shall be permitted. The sign shall be double-faced and limited to 64 square feet of sign area per side/face and 7 feet in height. The sign shall be designed in accordance with the Article 5.26 of the Ordinance. The Applicant shall be required to obtain a permit from the Township prior to erection of the monument sign.
- h. Landscaping. The landscaping depicted and described in the attached Final Plan is approved. Additionally, an offsite Landscaping Easement shall be provided pursuant to “**Exhibit D**” attached hereto.
- i. Open Space. The open space depicted and described in the Final Plan attached hereto is approved. The Applicant shall provide open space quantity per the Final Plan attached hereto. The proposed and approved amount of open space area is approximately 12.15 acres, or 44.78% of the Property.
- j. Sidewalks. Per the attached Final Plan, all sidewalks must be a minimum of five (5) feet wide.

5. **Access Easement**. An access easement for ingress and egress, in substantially similar form to **Exhibit “C”** attached hereto, shall be recorded against the Property. The easement is to provide for access from Cundy Road over a portion of Hartland Glen Drive which will be owned by the Applicant.
6. **Offsite Landscape Easement**. An easement for plant material and maintenance of that material in substantially similar form to **Exhibit “D”** attached hereto, shall be recorded against an offsite property.

7. **Offsite Sign Easement.** A sign easement for a Redwood Sign on M-59, in substantially similar form to **Exhibit "E"** attached hereto, shall be recorded against an offsite property.
8. **Offsite Pump Station Easement.** An offsite easement for temporary construction and access to an offsite pump station located on the Hartland Glen Golf Course property in substantially similar form to **Exhibit "F"** attached hereto, shall be recorded against an offsite property.
9. **Applicant Documents.** A list of all plans, documents, and other materials submitted by the Applicant supporting the Final Plan is attached as **Exhibit "G"**.
10. **Rezoning.** By granting its final approval and upon execution and recording of this Agreement, the Township Board has and shall be deemed to have granted the petition to rezone the Property to the PD District, as PD District exists within the Ordinance as of the date of this Agreement, in accordance with the procedures set forth in the Ordinance. Future amendments or modifications to the PD District requirements and conditions shall not be binding on the Applicant or on the Property until this Agreement is terminated.
11. **Amendment.** The terms of this Agreement may be amended, changed, or modified only in writing in the same manner as required to obtain the review and approval of a new rezoning. The Township shall not unreasonably condition, deny, delay, or object to any amendment to this Agreement reasonably required by the Applicant.
12. **Recognizable Benefits.** This Agreement will result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and will result in a higher quality of development than could be achieved under conventional zoning.
13. **Burdens and Benefits Appurtenant.** This Agreement shall run with the Property and bind the parties, their heirs, successors, and assigns. The Township shall record this Agreement in the office of the Livingston County Register of Deeds and shall deliver a recorded copy to the Applicant immediately upon recording. It is understood that the Property is subject to changes in ownership and/or control at any time, but that successors shall take their interest subject to the terms of this Agreement. If the Owners of the Property shall sell, lease, ground lease, transfer, assign, mortgage, divide and/or subdivide all or any portion of the Property, the terms and conditions of this Agreement shall benefit, be enforceable by, and shall be binding on the successors in title, vendees, lessee, transferees, assignees, mortgages, and beneficiaries of divisions or subdivisions.
14. **Zoning Regulations and Obligation to Receive Other Approvals.** Except as otherwise provided herein, the Property shall remain subject to and shall be developed in compliance with all applicable regulations of the Ordinance and all other applicable state and local requirement for land development. The Applicant agrees to 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. Notwithstanding anything to the contrary contained herein and except as otherwise provided herein, all features, dimensions, and conditions identified on the Final Plan or referenced in this Agreement are authorized by the Township and no further approvals are required. The Township shall grant to the Applicant, and to its contractors and subcontractors, all Township permits and authorizations necessary to bring all utilities including electricity, telephone, gas, cable television, water, storm sewer, and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Final Plans, provided the Applicant has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits

from the Township will be processed in the customary manner. The Township will cooperate with the Applicant in connection with the Applicant's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Final Plans or this Agreement. The Township shall not unreasonably deny, withhold, or delay approvals deemed necessary by the Applicant. The Township shall provide all consents and approvals, including but not limited to estoppel approvals requested by lenders and purchasers, as may be reasonably required by the Applicant for the development, use, financing, and sale of the Property, or any portion of it, consistent with this Agreement. Unless referenced in this Agreement, the Township shall not require the Applicant to construct any offsite improvements.

15. **Entire Agreement.** This Agreement together with any Exhibits referenced herein, constitutes the entire agreement between the parties with respect to the subject of this Agreement.
16. **Conflicts.** In the event of conflict between the provisions of this Agreement and the provisions of another applicable ordinance, code, regulations, requirement, standard, or policy, the provisions of this Agreement shall prevail.
17. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with Michigan law.
18. **Joint Drafting.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of one party against another party by any court or other governmental authority by reason of any determination or assertion that one party was chiefly or primarily responsible for having drafted this Agreement.
19. **Unified Control.** The Property 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.
20. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain valid and enforceable to the fullest extent permitted by law.
21. **Counterparts.** This Agreement and any amendments to it may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
22. **Authority to Execute.** The parties each represent and state that the individuals signing this Agreement are fully authorized to execute this document and bind their respective parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

PAGE INTENTIONALLY ENDS HERE

SIGNATURES FOLLOW

SIGNATURE PAGE OF THE TOWNSHIP

TOWNSHIP OF HARTLAND,
a Michigan municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing Planned Development Agreement Outline was acknowledged before me by _____, _____, and _____, _____, on behalf of the Township of Hartland on the ____ day of _____, 2022.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by:

When recorded, return to:

SIGNATURE PAGE OF THE APPLICANT

REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC.,
an Ohio limited liability company

By: Redwood USA, LLC
an Ohio limited liability company
Its: Manager & Member

By: _____
Name: TBD
Its: Managing Director

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by

Notary Public
Acting in Cuyahoga County, Ohio
My Commission Expires:_____

EXHIBIT “A”

PROPERTY DESCRIPTION

Land situated in the County of Livingston, State of Michigan, described as follows:

[to be inserted]

Part of Parcel ID Number: 4708-26-100-019

Common Address: 12400 Highland Road, Hartland Township, Livingston County, MI
48353

EXHIBIT “B”

THE FINAL PLAN

[to be inserted]

EXHIBIT "C"

ACCESS EASEMENT

EASEMENT AGREEMENT
(North and South)

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 (the "Grantor"), and **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 (the "Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

A. Contemporaneously herewith Grantor has acquired from Grantee a certain parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit A (the "Redwood Property").

B. Grantee has retained for itself, and its successors and assigns, an adjacent parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit B (the "Grantee Property").

C. In connection with Grantor's proposed development of the Redwood Property, Grantee requires an access easement from Grantor over a portion of the Redwood Property, as depicted on attached Exhibit C (the "Easement Area") in accordance with the terms and conditions of this Agreement.

D. Grantor agrees to grant an access easement to Grantee, in accordance with the terms and conditions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Access Easement. Grantor hereby grants and conveys to Grantee for the benefit of the Grantee Property a perpetual, non-exclusive access easement on, over, across and through the Easement Area for use by Grantee and its successors and assigns for passenger vehicular and pedestrian ingress, egress and access on, across, over and through the Easement Area to Highland Road. In addition to the grant by Grantor to Grantee of the access easement described herein, Grantor also grants to Grantee a non-exclusive easement to connect to the utility lines to be constructed within the Easement Area for the benefit of the Grantee Property. Grantee shall take no actions, without the prior written consent of Grantor or as approved by the applicable municipality, which would unreasonably enlarge or increase the amount of flow or usage of such utility lines within the Easement Area. Grantor and Grantee agree to work together, in good faith, in the event the installation of additional utility lines within the Easement Area is required by the applicable municipality. Notwithstanding the forgoing, Grantor and Grantee acknowledge and agree that such easements shall terminate and be of no further force or effect if Hartland Glen Road becomes a publicly dedicated right of way or if all utility lines have been publicly dedicated.

2. Maintenance and Repair of Easement Area. Grantor will maintain and repair, or cause to be maintained and repaired, the Easement Area in good condition and repair, including snow, ice, and debris removal (the "Easement Area Maintenance"). At such time as Grantee (a) commences construction of new development on the Grantee Property, or (b) sells, transfers, or conveys all or any portion of the Grantee Property (the "Commencement Date"), then Grantee will reimburse Grantor for Grantee's proportionate share of the Easement Area Maintenance costs and expenses, which share will be a fraction, the numerator of which is the number of active REUs applicable to the Grantee Property and the denominator of which is the sum of the total number of active REUs applicable to the Redwood Property and the Grantee Property. Grantee will reimburse Grantor for its proportionate share within thirty (30) days after receipt of an invoice from Grantor. If any maintenance or repairs are necessitated by the excessive use or negligent or wrongful acts of Grantee or its successors, assigns, agents, tenants, invitees, licensees, and employees, then Grantee will be solely responsible for the costs and expenses of such maintenance and repairs.

3. Exercise of Rights. Grantor retains all other property rights in the Easement Area and shall have the right of ingress and egress to, from and over the Easement Area. Grantor shall keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Grantee's use of the Easement Area. Grantor may also locate utility lines and install signage or other improvements within the Easement Area provided that the same do not unreasonably interfere with Grantee's use of the Easement Area.

4. Relocation. Grantor may relocate the driveways, roadways, or utility lines installed within the Easement Area at its own cost and expense and in a manner so as not to unreasonably interfere with access from the Grantee Property to and from Highland Road. Upon any such relocation or modification by Grantor, notwithstanding anything herein to the contrary, Grantor may record an amendment to this Agreement by changing the depiction of the location of the Easement Area.

5. Right to Mortgage. Notwithstanding anything to the contrary contained herein, Grantor reserves the right to encumber the Redwood Property, including the Easement Area, with the lien of any mortgage or mortgages now or hereafter placed upon Grantor's interest in the Redwood Property, including the Easement Area, without the consent of Grantee. The Parties agree that this Agreement shall be subordinate to any mortgage or mortgages now or hereafter placed upon Grantor's interest in the Redwood Property, including the Easement Area.

6. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, Grantor and Grantee acknowledge that Hartland Glenn Road and certain utility lines may be dedicated from time to time *via* separate instruments.

7. Insurance. From and after the Commencement Date, Grantee shall procure and maintain commercial general liability insurance with respect to the Easement Area to afford protection to the limit of not less than One Million Dollars (\$1,000,000) for injury or death of a single person, and to the limit of not less than One Million Dollars (\$1,000,000) for any one occurrence, and Grantee shall name Grantor as an additional insured. Grantee shall provide Grantor with certificates of insurance upon written request to evidence that such insurance is in full force with an insurance company licensed to issue insurance in Michigan. Such insurance shall provide that the same may not be cancelled without thirty (30) days prior written notice to Grantor. Grantor may adjust coverage limits from time to time upon written notice to Grantee.

8. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the use of the Easement Area, except if caused by the willful misconduct or gross negligence of the other party hereto.

9. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

10. Runs with the Land; Successors and Assigns. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

11. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

12. Amendment. This Agreement may only be modified or amended by a written instrument signed by Grantor and Grantee and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

13. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

15. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

16. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

17. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

18. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO EASEMENT AGREEMENT (NORTH AND SOUTH)

GRANTOR:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B - Grantee Property
Exhibit C - Easement Area

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantee Property

A PART OF SECTIONS 26 AND 27 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, THENCE S 00°35'39" W 1330.08 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE N 89°45'23" E 1315.67 FEET; THENCE S 00°24'04" W 1331.18 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 26; THENCE S 00°00'06" E 1333.16 FEET; THENCE S 89°53'41" E 661.61 FEET; THENCE 00°17'41" W 667.05 FEET; THENCE N 89°49'14" E 663.99 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE S 00°30'33" E 667.90 FEET ALONG THE EAST LINE OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF SECTION 26; THENCE S 89°53'48" W 2663.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE N 00°26'09" 1333.82 FEET; THENCE S 89°53'21" W 2656.72 FEET; THENCE S 00°03'45" W 898.78 FEET; THENCE S 80°36'46" W 565.82 FEET; THENCE S 30°03'37" W 308.58 FEET; THENCE N 89°56'16" W 255.42 FEET; THENCE N 23°35'54" E 1438.02 FEET; THENCE N 00°00'39" W 631.64 FEET; THENCE N 89°59'20" E 56.44 FEET; THENCE N 00°42'28" W 442.46 FEET; THENCE S 89°51'32" E 564.97 FEET; THENCE N 00°01'55" E 1035.29 FEET; THENCE N 87°50'00" E 549.99 FEET; THENCE N 00°10'00" W 458.00 FEET; THENCE S 88°24'00" W 300.00 FEET; THENCE N 74°59'00" W 486.75 FEET; THENCE N 00°09'28" E 520.16 FEET; THENCE N 89°46'37" E 757.58 FEET; THENCE N 64°13'35" E 201.35 FEET; THENCE N 64°50'30" E 220.96 FEET; THENCE N 90°00'00" E 491.60 FEET; THENCE S 37°45'41" E 268.43 FEET; THENCE S 00°00'00" W 706.29; THENCE S 89°43'09" E 880.55 FEET; THENCE N 00°35'39" E 122.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 352.69 ACRES, MORE OR LESS.TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS & PUBLIC UTILITIES OVER THE EASTERLY 66 FEET OF PARCEL B

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Easement Area

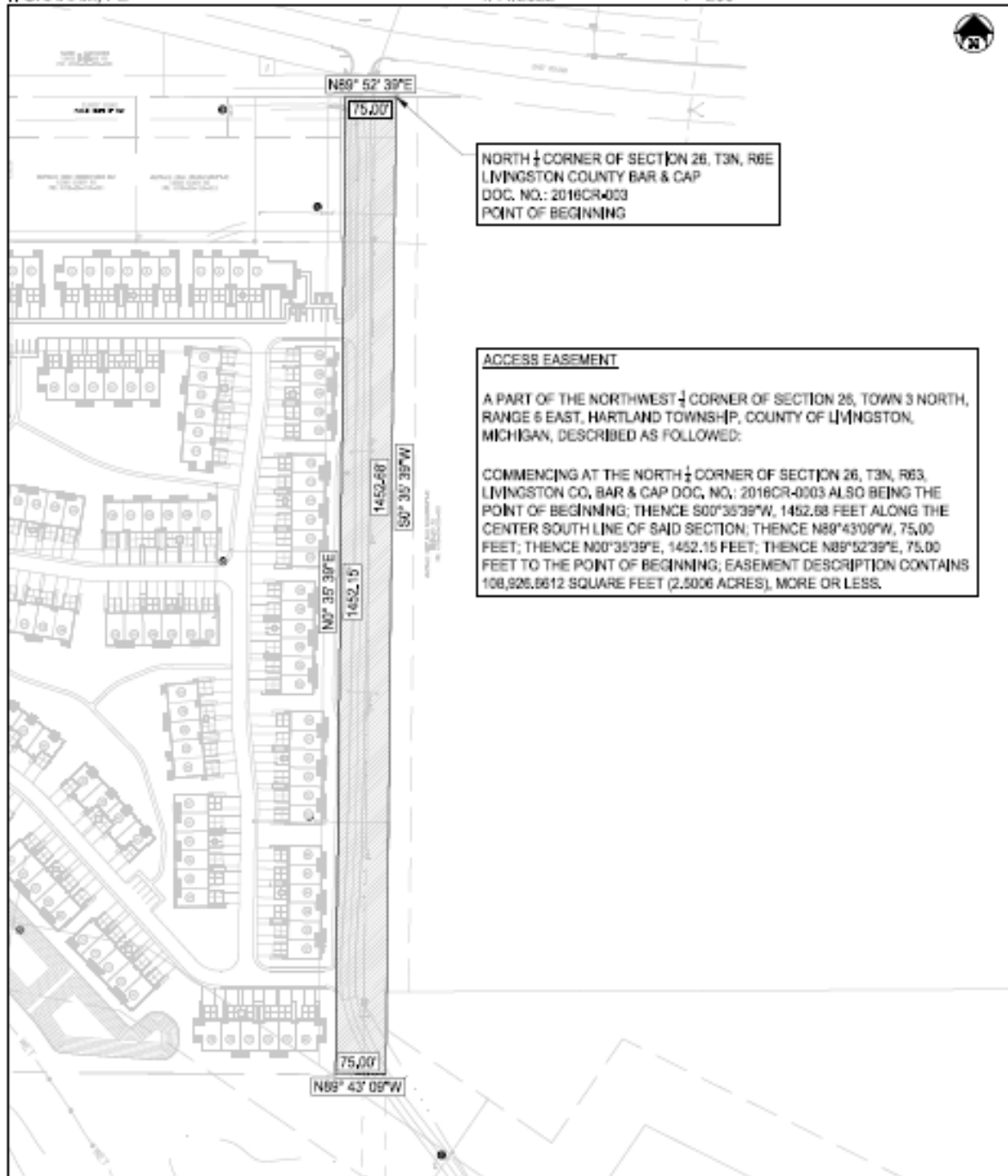
(see attached)

DRAWING TITLE:
EXHIBIT C - ACCESS EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=200'



7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9935

EXHIBIT "D"

LANDSCAPING EASEMENT

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 (the "Grantor"), and **REDWOOD HARTLAND HIGHLAND ROAD MI PI LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 (the "Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

E. Contemporaneously herewith Grantee has acquired from Grantor a certain parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit A (the "Redwood Property").

F. Grantor has retained for itself, and its successors and assigns, an adjacent parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit B (the "Grantor Property").

G. In connection with Grantee's proposed development of the Redwood Property, the completion, installation, maintenance, and replacement of certain landscape improvements on the Grantor Property is necessary ("Landscaping Work").

H. In connection with the Landscaping Work, Grantee requires an easement from Grantor on the Grantor Property to complete and maintain the Landscaping Work.

I. Grantor agrees to grant a landscape easement to Grantee in order for Grantee to complete and maintain the Landscaping Work in accordance with the terms and conditions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

18. Landscape Easement. Grantor grants to Grantee (or its designees, successors and assigns) a permanent, exclusive landscape easement under, over and across a portion of the Grantor Property as depicted on attached Exhibit C ("Easement Area") to permit Grantee to access the Easement Area and to undertake, complete, maintain, and replace the Landscaping Work. The Landscaping Work may include, but is not limited to, the installation and planting of trees, shrubs, and other landscaping, the completion of certain grading activities, and the installation, maintenance, and repair of certain irrigation appurtenances.

19. Landscape Activities.

A. All Landscaping Work performed by Grantee hereunder will, once commenced, be expeditiously pursued to completion, and performed in a good, workmanlike and lien-free manner and in accordance with applicable laws, rules, orders, and regulations or codes. Grantee will maintain and replace any landscaping and irrigation appurtenances installed by Grantee.

B. Grantee agrees not to permit any liens to be filed against the Grantor Property arising out of the Landscaping Work to be performed by Grantee. Grantee will, within ten (10) business days after receiving notice of any such lien, discharge such lien, either by payment of the indebtedness due to the construction lien claimant or by the filing of a bond (as provided by statute) as security therefor. In the event Grantee fails to discharge such lien as provided above, Grantor will have the right to procure such discharge by filing a bond, and Grantee will, upon written request, pay the cost of such bond to Grantor and any fees and/or costs incurred by Grantor in connection therewith.

C. Grantee will take all reasonable measures to minimize any damage, disruption, and interference with Grantor's use of the Grantor Property while Grantee is completing, maintaining, or replacing the Landscaping Work, and Grantee will make adequate provision for the safety and convenience of all persons affected thereby.

D. Grantee will promptly repair any damage to the Grantor Property caused by Grantee or its contractors in carrying out the Landscaping Work.

E. Grantor will keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Grantee's use of the Easement Area except for such landscaping or improvements which exist as of the date hereof.

3. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the Landscaping Work, except if caused by the act or gross negligence of the other party hereto.

4. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

5. Runs with the Land; Successors and Assigns. All rights, title and privileges herein

granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

6. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

7. Amendment. This Agreement may only be modified or amended by a written instrument signed by Grantor and Grantee and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

8. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

10. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

11. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

12. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

13. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

GRANTOR:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)

) §

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

GRANTEE:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B - Grantor Property
Exhibit C - Easement Area

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantor Property

SEC 26 T3N R6E COMM AT N 1/4 COR, W 210 FT FOR POB, TH S 215 FT, W 177 FT, N 215 FT, E 177 FT TO BEG, .87AC

Tax ID Number: 4708-26-100-012
Commonly known as: 12398 Cundy Road

EXHIBIT C

Easement Area

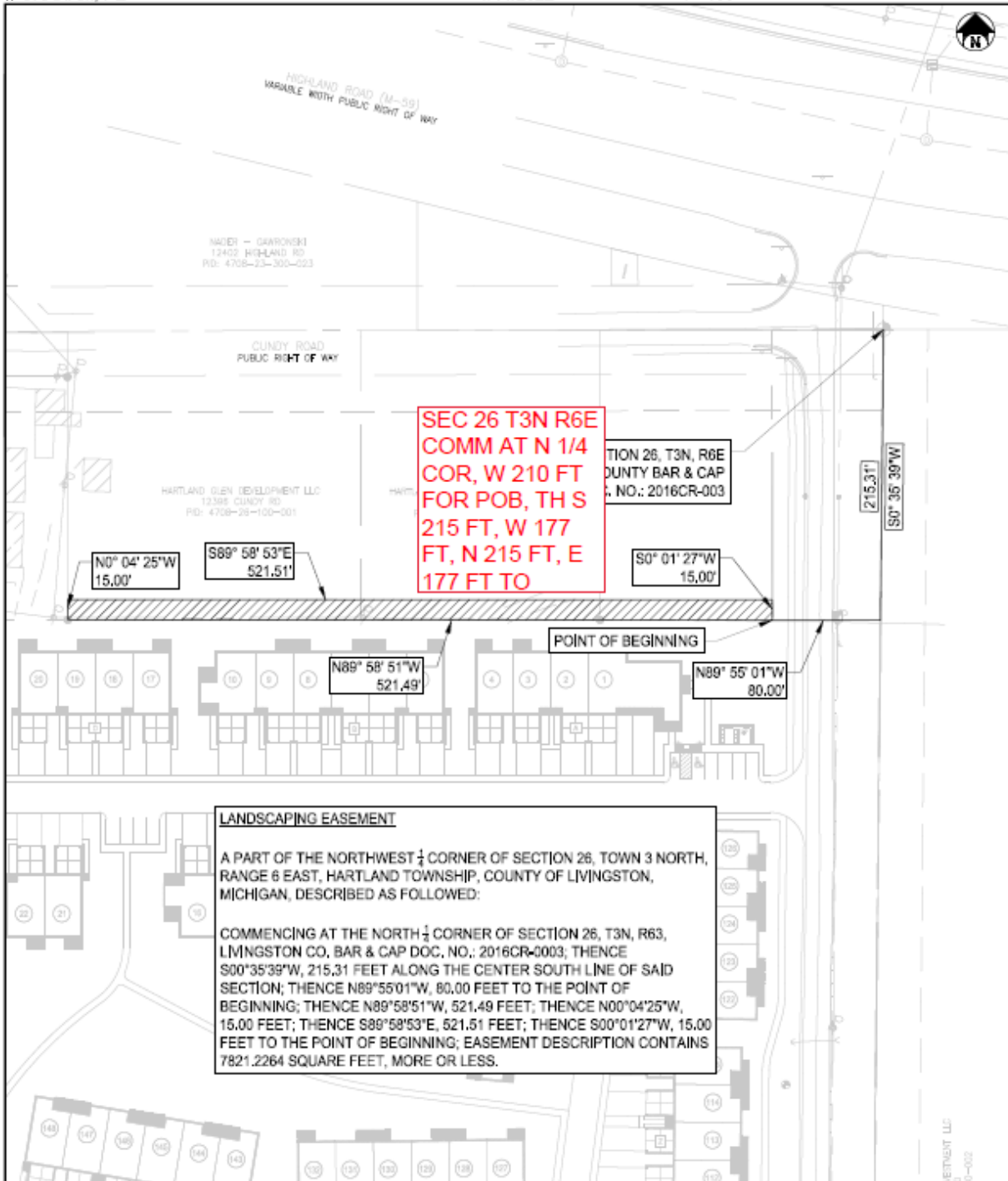
(see attached)

DRAWING TITLE:
EXHIBIT C - LANDSCAPING EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=100'



7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9835

EXHIBIT "E"

SIGN EASEMENT

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 (the "Grantor"), and **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 (the "Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

J. Contemporaneously herewith Grantee has acquired from Grantor a certain parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit A (the "Redwood Property").

K. Grantor has retained for itself, and its successors and assigns, an adjacent parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit B (the "Grantor Property").

L. In connection with Grantee's proposed development of the Redwood Property, Grantee requires an easement from Grantor on the Grantor Property to install, maintain, repair, and replace a business identification on the Grantor Property (the "Redwood Sign").

M. Grantor agrees to grant a sign easement to Grantee in order for Grantee to install, maintain, repair, and replace the Redwood Sign in accordance with the terms and conditions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

20. Sign Easement. Grantor grants to Grantee (or its designees, successors and assigns) a permanent, exclusive sign easement under, over and across a portion of the Grantor Property as depicted on attached Exhibit C ("Easement Area") to permit Grantee to access the Easement Area and to undertake, complete, install, maintain, repair, and replace the Redwood Sign. Grantor also grants to Grantee the right to install, inspect, repair, and replace any electric utility lines which may be necessary for the illumination of the Redwood Sign. Except for such signs that may exist as of the date hereof, Grantor agrees that no other signs will be installed within the Easement Area without the prior consent of Grantee. Grantor and Grantee acknowledge and agree that Grantor may elect to relocate the Easement Area to a mutually agreeable alternate location with the prior written consent of Grantee, which consent may be granted or withheld by Grantee in its sole discretion. If Grantee consents in writing to such relocation of the Easement Area, Grantor shall be solely responsible for the cost of relocating the Redwood Sign and any related appurtenances and improvements, including any electrical lines. Grantor will be responsible for obtaining any necessary permits or approvals in connection with such relocation.

A. Grantee agrees not to permit any liens to be filed against the Grantor Property arising out of the work to be performed by Grantee. Grantee will, within ten (10) business days after receiving notice of any such lien, discharge such lien, either by payment of the indebtedness due to the construction lien claimant or by the filing of a bond (as provided by statute) as security therefor. In the event Grantee will fail to discharge such lien as provided above, Grantor will have the right to procure such discharge by filing a bond, and Grantee will pay the cost of such bond to Grantor and any fees and/or costs incurred by Grantor in connection therewith upon written request.

B. Grantee will take all reasonable measures to minimize any damage, disruption, and interference with Grantor's use of the Grantor Property while Grantee is installing, maintaining, repairing, or replacing the Redwood Sign, and Grantee will make adequate provision for the safety and convenience of all persons affected thereby.

C. Grantee will promptly repair any damage to the Grantor Property caused by Grantee or its contractors in connection with the Redwood Sign work.

D. Grantor will keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Grantee's use of the Easement Area. Grantee, at its sole cost and expense, will also maintain the landscaping of the Easement Area, including irrigation and periodic mowing.

3. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the Redwood Sign, except if caused by the act or gross negligence of the other party hereto.

4. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

5. Runs with the Land; Successors and Assigns. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and

assigns.

6. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

7. Amendment. This Agreement may only be modified or amended by a written instrument signed by Grantor and Grantee and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

8. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

10. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

11. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

12. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

13. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

GRANTOR:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)

) §

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

GRANTEE:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B - Grantor Property
Exhibit C - Easement Area

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020
Commonly known as:

Tax ID Number:
Commonly known as:

EXHIBIT B

Grantor Property

A PART OF SECTIONS 23 AND 26 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23 ALSO BEING THE NORTH 1/4 CORNER OF SECTION 26, E TO THE POINT OF BEGINNING. THENCE S 89°52'39" W 82.70 FEET; THENCE S 00°07'21" E 214.83 FEET; THENCE S 90°00'00" W 127.87 FEET; THENCE N 00°00'00" E 215.59 FEET; THENCE S 90°00'00" W 134.86 FEET; THENCE N 00°00'00" E 94.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND ROAD (M-59); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT OF WAY, 1) S 76°14'12" E 121.12 FEET, AND 2) ALONG A CURVE TO THE LEFT 232.58 FEET, SAID CURVE HAVING A RADIUS OF 3985.45, A CENTRAL ANGLE OF 03°20'37" AND A LONG CHORD BEARING OF S 77°54'30" E 232.55 FEET; THENCE S 00°23'28" W 17.94 FEET TO THE POINT OF BEGINNING. CONTAINING 1.06 ACRES, MORE OR LESS.

Tax ID Number: 4708-26-100-021

Commonly known as:

EXHIBIT C

Easement Area

(see attached)



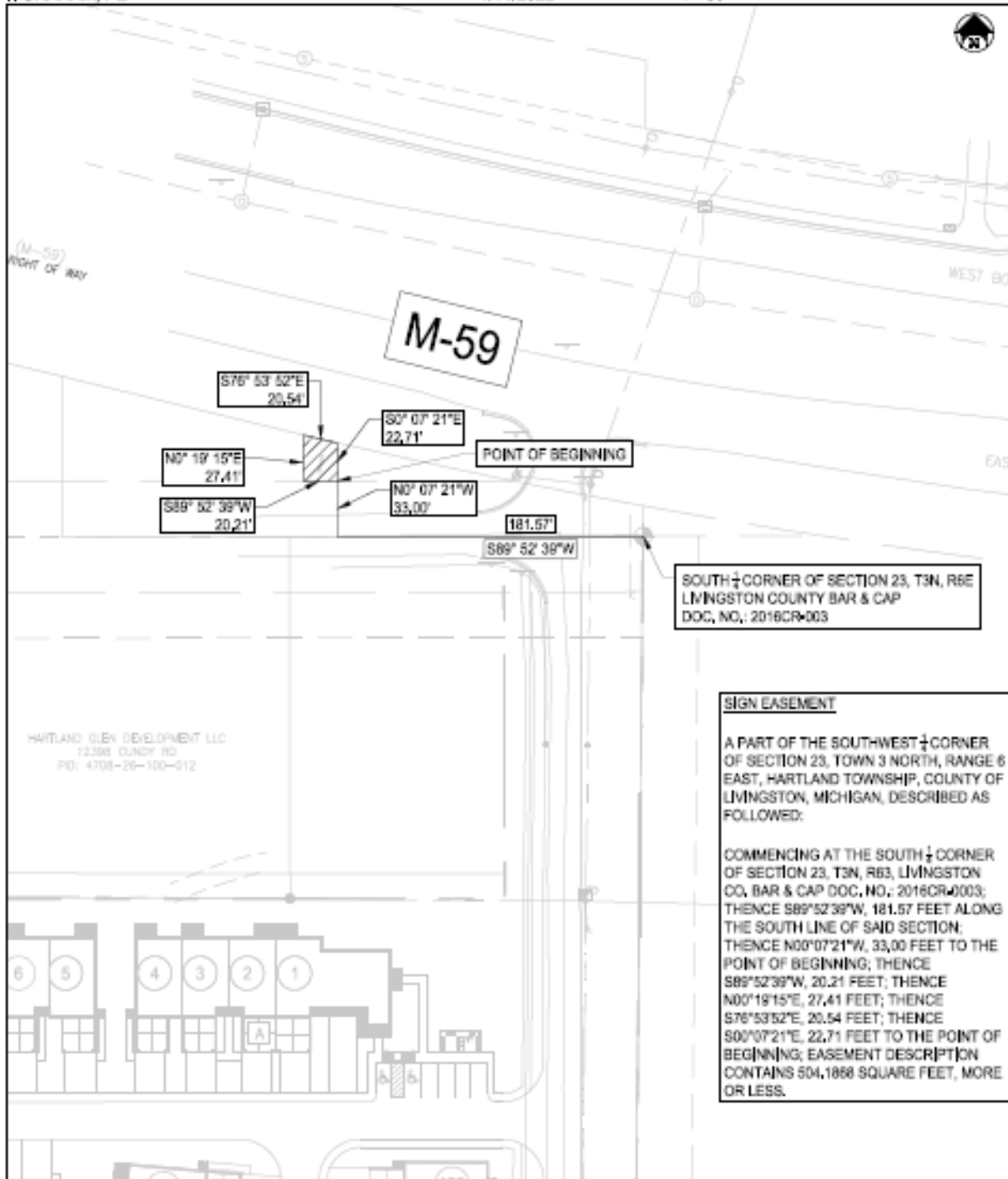
DRAWING TITLE:

EXHIBIT C - SIGN EASEMENT

BY: J. GRAHAM, PE

DATE: 1/11/2022

SCALE: 1"=80'



7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9835

EXHIBIT "F"

OFFSITE PUMP STATION EASEMENT

PUMP STATION EASEMENT AGREEMENT

THIS PUMP STATION EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2022 (the "Effective Date") by and between **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 ("Redwood"), and **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 ("Hartland Glen"). Redwood and Hartland Glen may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

A. Redwood owns certain land located in the Township of Hartland, County of Livingston, State of Michigan, more particularly described on **Exhibit A** attached hereto (the "Redwood Property").

B. Hartland Glen owns a parcel of land adjacent to the Redwood Property, as more particularly described on **Exhibit B** attached hereto (the "Hartland Glen Property").

C. In connection with the development of the Redwood Property, Redwood requires a temporary construction easement and an access easement from Hartland Glen, and Hartland Glen agrees to grant such requested easements to Redwood in accordance with the terms and provisions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Temporary Construction Easement.** Hartland Glen hereby grants and conveys to Redwood for the benefit of the Redwood Property a temporary, construction easement on, over, across and through those portions of the Hartland Glen Property as reasonably necessary for Redwood and its successors, assigns, agents, and employees for the construction and installation of a pump station on the Hartland Glen Property generally in the area depicted on attached **Exhibit C** (the "Pump Station Improvements"). Redwood will also have the right to remove and relocate any existing improvements or landscaping and to complete any grading activity deemed necessary by Redwood to complete the Pump Station Improvements. Once commenced, Redwood will diligently pursue the Pump Station Improvements to completion and

will do so in a lien-free manner. The temporary construction easement set forth herein will automatically terminate, without the need for further action by either Party, upon completion of the Pump Station Improvements.

2. Grant of Access Easement. Hartland Glen hereby grants and conveys to Redwood for the benefit of the Redwood Property a non-exclusive access easement on, over, across, and through those portions of the Hartland Glen Property as reasonably necessary for use by Redwood and its successors, assigns, agents, tenants, invitees, licensees, and employees for use, repair, and maintenance of the Pump Station Improvements. Hartland Glen also grants Redwood an easement to tie into and to connect its sanitary sewer lines to the Pump Station Improvements.

3. Maintenance and Repair. Until such time as the Pump Station Improvements are dedicated to a governmental authority, Redwood will maintain and repair, or cause to be maintained and repaired, the Pump Station Improvements (the "Easement Maintenance"). Redwood shall be responsible for the costs and expenses of the Easement Maintenance except if such Easement Maintenance is necessitated by the negligent or wrongful acts of Hartland Glen or its successors, assigns, agents, tenants, invitees, licensees, and employees. Hartland Glen shall keep the Pump Station Improvements and the Hartland Glen Property free from obstruction or obstacles that would unreasonably interfere with Redwood's use of the Pump Station Improvements. To the extent any portion of the Hartland Glen Property is damaged or disturbed by Redwood, Redwood will diligently restore the same.

4. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of the Pump Station Improvements to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that it is anticipated that the Pump Station Improvements will be dedicated in accordance with the terms of a separate instrument.

5. Insurance. Throughout the term of this Agreement, Redwood shall procure and maintain commercial general liability insurance with respect to the Pump Station Improvements to afford protection to the limit of not less than One Million Dollars (\$1,000,000) for injury or death of a single person, and to the limit of not less than One Million Dollars (\$1,000,000) for any one occurrence, and Redwood shall name Hartland Glen as an additional insured. Redwood shall provide Hartland Glen with certificates of insurance upon written request to evidence that such insurance is in full force with an insurance company licensed to issue insurance in Michigan. Such insurance shall provide that the same may not be cancelled without thirty (30) days prior written notice to Hartland Glen. Hartland Glen may adjust coverage limits from time to time upon written notice to Redwood.

6. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the use of the Pump Station Improvements, except if caused by the willful misconduct or gross negligence of the other party hereto.

7. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this

Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

8. Runs with the Land; Successors and Assigns. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

9. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

10. Amendment. This Agreement may only be modified or amended by a written instrument signed by Redwood and Hartland Glen and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

11. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

13. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

14. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

15. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

16. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

Signature Page to Pump Station Easement Agreement

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

HARTLAND GLEN:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

Signature Page to Pump Station Easement Agreement

REDWOOD:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B – Hartland Glen Property
Exhibit C – Location of Pump Station Improvements

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Hartland Glen Property

A PART OF SECTIONS 26 AND 27 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, THENCE S 00°35'39" W 1330.08 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE N 89°45'23" E 1315.67 FEET; THENCE S 00°24'04" W 1331.18 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 26; THENCE S 00°00'06" E 1333.16 FEET; THENCE S 89°53'41" E 661.61 FEET; THENCE 00°17'41" W 667.05 FEET; THENCE N 89°49'14" E 663.99 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE S 00°03'33" E 667.90 FEET ALONG THE EAST LINE OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF SECTION 26; THENCE S 89°53'48" W 2663.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE N 00°26'09" 1333.82 FEET; THENCE S 89°53'21" W 2656.72 FEET; THENCE S 00°03'45" W 898.78 FEET; THENCE S 80°36'46" W 565.82 FEET; THENCE S 30°03'37" W 308.58 FEET; THENCE N 89°56'16" W 255.42 FEET; THENCE N 23°35'54" E 1438.02 FEET; THENCE N 00°00'39" W 631.64 FEET; THENCE N 89°59'20" E 56.44 FEET; THENCE N 00°42'28" W 442.46 FEET; THENCE S 89°51'32" E 564.97 FEET; THENCE N 00°01'55" E 1035.29 FEET; THENCE N 87°50'00" E 549.99 FEET; THENCE N 00°10'00" W 458.00 FEET; THENCE S 88°24'00" W 300.00 FEET; THENCE N 74°59'00" W 486.75 FEET; THENCE N 00°09'28" E 520.16 FEET; THENCE N 89°46'37" E 757.58 FEET; THENCE N 64°13'35" E 201.35 FEET; THENCE N 64°50'30" E 220.96 FEET; THENCE N 90°00'00" E 491.60 FEET; THENCE S 37°45'41" E 268.43 FEET; THENCE S 00°00'00" W 706.29; THENCE S 89°43'09" E 880.55 FEET; THENCE N 00°35'39" E 122.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 352.69 ACRES, MORE OR LESS.TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS & PUBLIC UTILITIES OVER THE EASTERLY 66 FEET OF PARCEL B

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Location of Pump Station Improvements
(see attached)



DRAWING TITLE:

EXHIBIT C - PUMP STATION EASEMENT

BY:

J. GRAHAM, PE

DATE:

1/11/2022

SCALE:

1"=200'

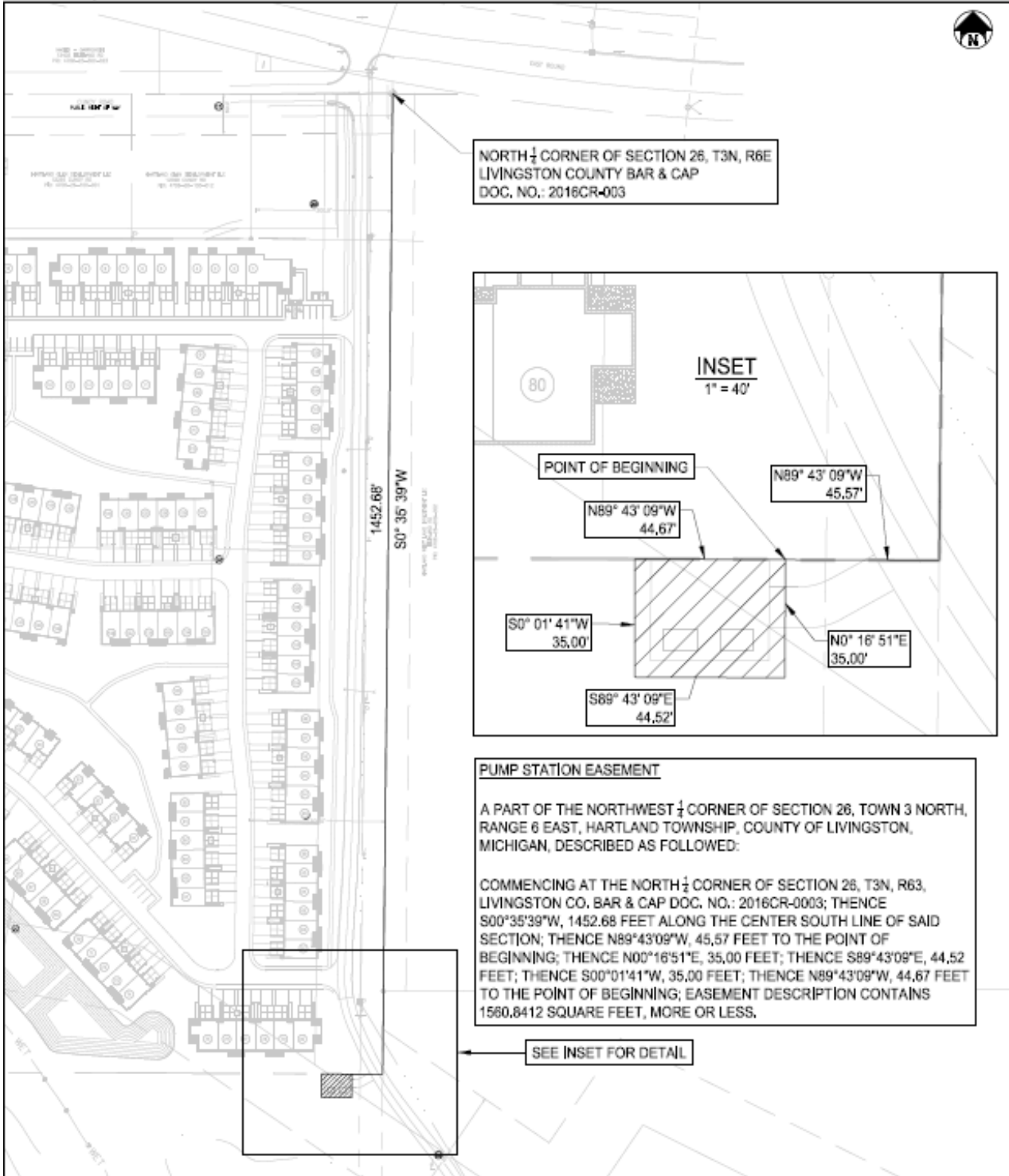


EXHIBIT “G”

LIST OF PLANS AND DOCUMENTS SUBMITTED BY APPLICANT

- 1) Applicant Letter dated 05.13.2021
- 2) Applicant Narrative on plan changes date 05.13.2021
- 3) Hartland Impact Analysis 02.19.2021
- 4) Trip Generation Memo dated 01.14.2021
- 5) General Development Schedule
- 6) Landscape Easement Letter 05.11.2021
- 7) Owner Authorization Letter 06/10/2020
- 8) Redwood plan with housing types
- 9) Redwood site plan color rendering
- 10) Fountain Detail
- 11) Leasing office floor plan
- 12) Redwood Hartland unit exterior material calcs
- 13) Screened patio & front porch elevations
- 14) Open space plan 05.14.2021
- 15) Redwood PD concept Plan 07/16/2020
- 16) Redwood Hartland Preliminary PD Plan 05.14.2021
- 17) Photographs of apartment buildings – Redwood developments
- 18) Revised Garage Driveway for Haydenwood & Forestwood
- 19) Revised plans for Redwood Living Preliminary PD stamped received 07.14.2021
- 20) Revised plans for Redwood Living Preliminary PD dated 07.09.2021
- 21) Revised landscape plans for Redwood Living Preliminary PD dated 08.16.2021
- 22) Sample Boards for: Prestige Stone Products, Celect Siding, Timberline Shingles



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

August 19, 2021

Patricia Rokoci
Redwood Living
7007 East Pleasant Valley Road
Independence, OH 44131

**RE: Site Plan/PD Application #21-005 – Redwood Living Planned Development
Preliminary Planned Development Site Plan**

Dear Ms. Rokoci:

On Thursday, July 22, 2021, the Planning Commission recommended approval of Site Plan/PD Application #21-005, the Preliminary Planned Development Site Plan for Redwood Living Planned Development. The Township Board approved Site Plan/PD Application #21-005 at their regular meeting on August 17, 2021.

Approval was subject to the following:

1. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated June 17, 2021, and July 15, 2021, and August 11, 2021, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
2. As part of the Final Plan Review, the applicant, and/or any future owners shall agree to not interfere or object to any future roadway and/or pedestrian connections to the east. Any future ingress-egress easement agreement shall comply with the requirements of the Township Attorney.
3. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any easements and access agreements. A landscape easement and maintenance agreement are required for properties to the north, and an access and maintenance agreement will be required for the use of the Hartland Glen Lane.
4. The applicant shall obtain any permits from the Livingston County Road Commission for any and all improvements to Hartland Glen Lane within the road right-of-way of Cundy Road.
5. Municipal water shall be available for this development. In the event that municipal water is not available for this project, the developer shall re-submit plans to be approved by the Planning Commission and Township Board that provide an acceptable water source.

August 19, 2021

Page 2

6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other governmental agencies, as applicable.
7. The applicant shall modify the site plan to show all easements that are off-site, such as, but not limited to, the sanitary pump station.
8. The applicant shall work with the Township staff on a revised landscape plan to incorporate more street trees.

If you have any questions, please contact me at (810) 632-7498.

Sincerely,



Troy Langer
Planning Director

CC: Isam Yaldo, Hartland Glen Development, LLC



SITE DATA:

PARCEL:	00-09-0470
OWNER:	ETEC - CA CONSERVATION AGRICULTURAL NORTH - CA CONSERVATION AGRICULTURAL EAST - CA CONSERVATION AGRICULTURAL SOUTH - CA CONSERVATION AGRICULTURAL
NOTE:	1. SITE IS PROPOSED TO BE REDZONED TO A PLANNED DEVELOPMENT, PD
LOT AREA:	27.13 ACRES
OPEN SPACE:	25% - 27.13 AC - 6.79 AC REQUIRED 14.47 AC PROVIDED (53%)
USABLE OPEN SPACE:	10% - 27.13 AC - 2.71 AC REQUIRED 0.80 AC SIDEWALK AREA 2.22 AC CENTRAL COMMON AREA 3.02 ACRES PROVIDED
BUILDING COVERAGE:	30% ALLOWED 21.0% PROPOSED
BUILDING SEPARATION:	REAR TO REAR: 31' SIDE TO SIDE: 20' SIDE TO REAR: 20'
SETBACKS:	FRONT: 50' BUILDING REAR: 20' BUILDING SIDE: 10' BUILDING
UNIT BREAKDOWN:	34 - FORESTWOOD (20%) 19 - MEADOWOOD (13%) 7 - CANYONWOOD (10%) 15 - WILLOWOOD (10%) 40 - BREEZEWOOD (20%) 28 - HAYTERWOOD (20%) 148 TOTAL UNITS - 5.45 UNITS PER ACRE

GENERAL NOTES:

1. THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORD MAPS. THEY ARE NOT GUARANTEED TO BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO ANY DRIVING OR CONSTRUCTION ACTIVITIES IN THEIR VICINITY.
2. THE CONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE WITH TITLE 29 OF FEDERAL REGULATIONS, PART 103, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (OSHA).
3. ALL RESIDENTIAL AND PRIVATE DRIVEWAYS SHALL BE KEPT CLEAN OF MUD, DEBRIS, ETC., AT ALL TIMES.
4. REFER TO ARCHITECTURAL DRAWINGS FOR PRECISE BUILDING DIMENSIONS.
5. THE CONTRACTOR SHALL CONSULT THE CONSTRUCTION MANAGER BEFORE DEVIATING FROM THESE PLANS.
6. IN ALL TRENCH EXCAVATIONS, CONTRACTOR MUST LAY THE TRENCH SIDE SLOPES BACK TO A SAFE SLOPE. USE A TRENCH SHIELD OR PROVIDE SHEETING AND BRACING.
7. ALL EXISTING SURFACE APPURTENANCES (IE, WATER VALVES, CATCH BASIN FRAMES AND COVERS) WITHIN OR CONTIGUOUS WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO FINISHED GRADE.
8. AREAS DISTURBED OR DAMAGED AS PART OF THE PROJECT'S CONSTRUCTION THAT ARE OUTSIDE OF THE PRIMARY WORK AREA SHALL BE RESTORED, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.
9. THE CONTRACTOR SHALL CALL "MISS DOT" AT LEAST 3 WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS) PRIOR TO CONSTRUCTION.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES, DESIGN STANDARDS AND STANDARD SPECIFICATIONS OF THE AGENCIES WHICH HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS INCLUDED IN THESE PLANS.
11. UNLESS SPECIFICALLY STATED, THE CONTRACTOR SHALL APPLY FOR AND OBTAIN ALL NECESSARY PERMITS AS REQUIRED FOR CONSTRUCTION OF THE PROJECT PRIOR TO THE BEGINNING OF WORK FROM THE PREVIOUSLY MENTIONED AGENCIES.
12. THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
13. WHEN ANY EXISTING UTILITY REQUIRES ADJUSTMENT OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY COMPANY AND COORDINATE THE WORK ACCORDINGLY. THERE SHALL BE NO CLAIM MADE BY THE CONTRACTOR FOR ANY COSTS CAUSED BY DELAYS IN CONSTRUCTION DUE TO THE ADJUSTMENT OR RELOCATION OF UTILITIES.
14. THE CONTRACTOR IS TO VERIFY THAT THE PLANS AND SPECIFICATIONS THAT THESE BUILDINGS FROM ARE THE VERY LATEST PLANS AND SPECIFICATIONS THAT HAVE BEEN APPROVED BY ALL APPLICABLE PERMITTING AGENCIES AND THE OWNER. ALL ITEMS CONSTRUCTED BY THE CONTRACTOR PRIOR TO RECEIVING THE FINAL APPROVAL AND PERMITS HAVING TO BE ADJUSTED OR RE-DO, SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
15. SHOULD THE CONTRACTOR ENCOUNTER CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, EITHER AMONG THEMSELVES OR WITH THE REQUIREMENTS OF ANY AND ALL REVIEWING AND PERMITTING AGENCIES, THESE SHALL SEEK CLARIFICATION IN WRITING FROM THE CONSTRUCTION MANAGER BEFORE COMMENCEMENT OF CONSTRUCTION. FAILURE TO DO SO SHALL BE AT THE SOLE EXPENSE TO THE CONTRACTOR.
16. THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS FROM APPROVED DRAWINGS.
17. ALL SIGNS AND TRAFFIC CONTROL MEASURES DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES SHALL BE CONSTRUCTED AND INSTALLED PER THE LATEST EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
18. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE STANDARDS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION OR THE AUTHORITY HAVING JURISDICTION.

SITE LEGEND:

---	PROPERTY SETBACK LINE
---	PROPERTY LINE
A	KEY NOTE
1	UNIT NUMBER
B	BUILDING IDENTIFICATION

REDWOOD HARTLAND TOWNSHIP

HIGHLAND ROAD (M-59)
HARTLAND, MI 48353



7007 E. PLEASANT VALLEY RD
INDEPENDENCE, OH 44131



Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
7350 West Saginaw Hwy.
Suite 200
Lansing, MI 48917

office: 517.272.3835
fax: 517.272.3836
www.bergmannpc.com

DATE	DESCRIPTION
5/14/2021	ISSUE FOR PRELIMINARY PLAN REVIEW

Not For Construction

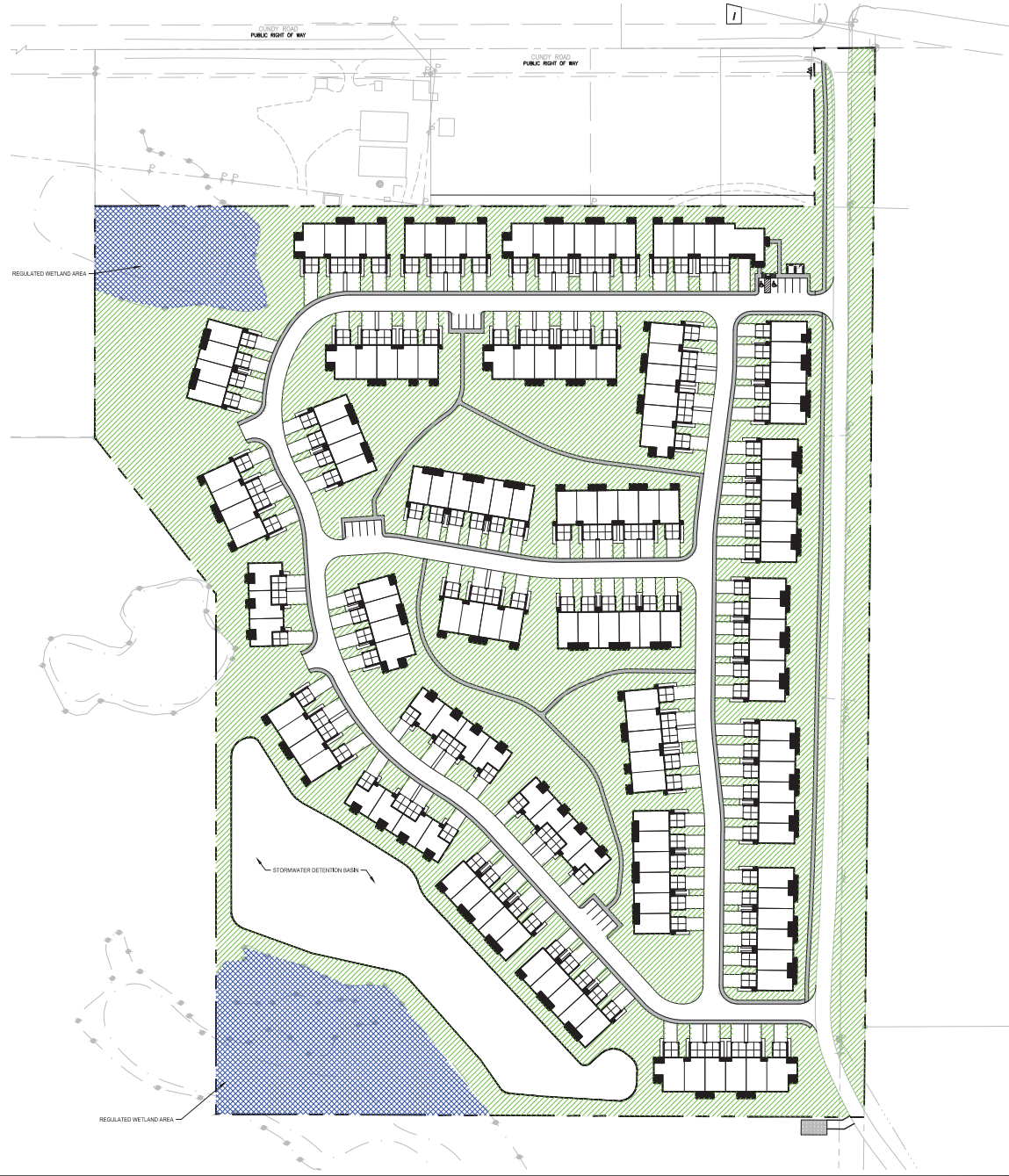
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Landscape Architects & Surveyors, D.P.C.

Prepared By:	Checked By:
L. GRAHAM, PE	L. GRAHAM, PE
Reviewed By:	Reviewed By:
L. GRAHAM, PE	L. GRAHAM, PE
Date:	Date:
JANUARY 14, 2021	JANUARY 14, 2021

PRELIMINARY SITE PLAN

Project No.:

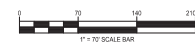
C200



OPEN SPACE	
TOTAL PAVED AREA	27.15 AC
REQUIRED OPEN SPACE	6.25 AC
REQUIRED USABLE OPEN SPACE	2.71 AC
LAWN AREA	11.35 AC
BIOWALK AREA	0.80 AC
DETENTION POND AREA	1.67 AC
WETLAND AREA	2.02 AC
TOTAL USABLE OPEN SPACE (LAWN AREA + BIOWALK AREA)	12.15 AC
TOTAL OPEN SPACE (LAWN AREA + BIOWALK AREA + DETENTION POND + WETLANDS)	16.62 AC

SITE LEGEND:

- PROPERTY SETBACK LINE
- - - PROPERTY LINE
- USABLE OPEN SPACE AREA
- REGULATED WETLAND AREA
- PROPOSED SIDEWALK



REDWOOD HARTLAND TOWNSHIP

HIGHLAND ROAD (M-59)
HARTLAND, MI 48353



7007 E. PLEASANT VALLEY RD
INDEPENDENCE, OH 44131



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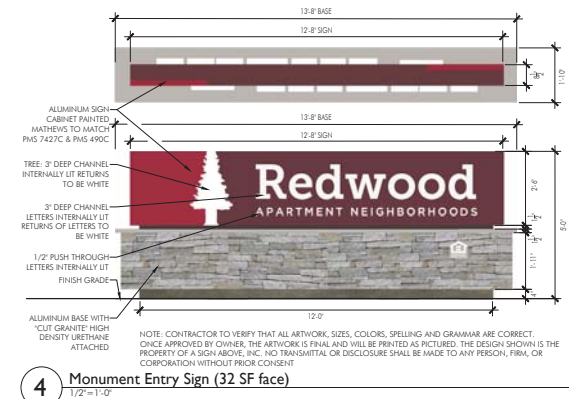
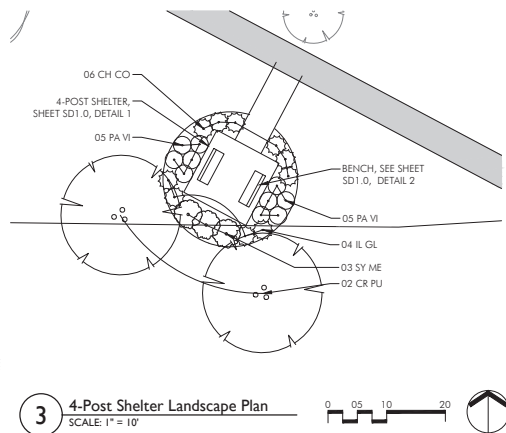
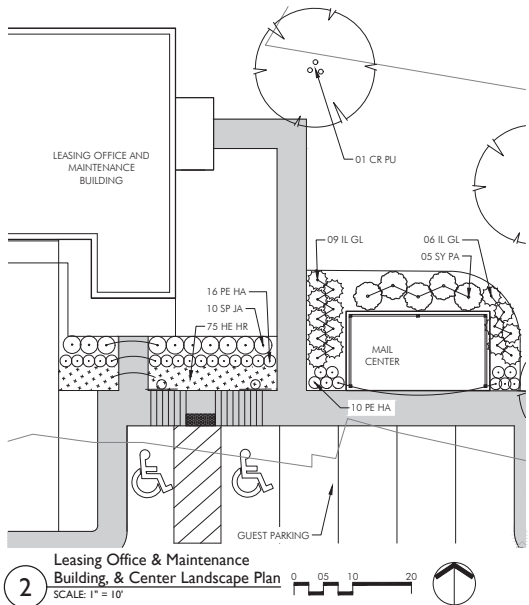
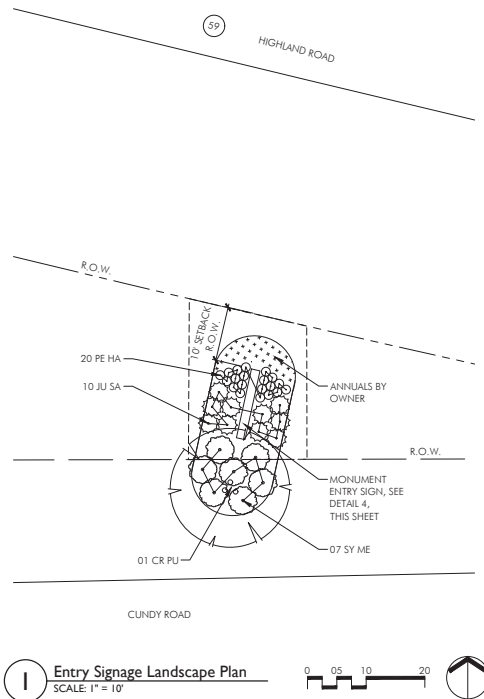
Not For Construction

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Landscape Architects & Surveyors, D.P.C.

Prepared By: J. GRAHAM, PE	Checked By: J. GRAHAM, PE
Reviewed By: J. GRAHAM, PE	Reviewed By: J. GRAHAM, PE
Date: JANUARY 14, 2021	Date: 1/14/21

OPEN SPACE PLAN

C203



Columbus
100 Northwoods Blvd, Ste A
Columbus, Ohio 43235
p 614.255.3399

Cincinnati
20 Village Square
Floor 3
Cincinnati, Ohio 45246
p 614.360.3066

PODdesign.net

Project Name

**Redwood
Harland MI**
Harland Township, MI



Prepared For

Redwood Living
7007 East Pleasant Valley Road
Independence, OH 44131

Project Info

Project # 20011
Date 07/06/2021
By SF, SO, TF
Scale As Noted

Revisions

Sheet Title

**LANDSCAPE
PLAN
ENLARGEMENTS**

Sheet #

L1.3

**REDWOOD
PLANNED DEVELOPMENT AGREEMENT**

This Agreement ("the Agreement") made this _____ day of _____, 2022-, by and between the **TOWNSHIP OF HARTLAND**, a Michigan municipal corporation (the "Township"), whose address is 2655 Clark Rd., Hartland Michigan 48353, and **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company (the "Applicant"), whose address is 7007 E. Pleasant Valley Rd. Independence, OH 44131.

RECITALS

A. The Property (the "Property") is located at 12400 Highland Road, Hartland Township, Livingston County, MI 48353, as more fully and legally described in **Exhibit "A"**. The Property is approximately 27 acres of land located west of Hartland Glen Lane, south of Cundy Road in Section 26 of the Township. The Property is a portion of the overall 380-acre parcel currently used as the Hartland Glen Golf Course. The overall parcel (Parcel ID #4708-26-100-019) is zoned CA-Conservation Agricultural. The Applicant has the right to acquire title to the Property and has properly applied for a rezoning of the Property from CA-Conservation Agricultural to the PD Planned Development ("PD") District.

Commented [HM1]: See comment below.

Commented [HM2]: Is this correct? I thought some of this was medium or high density and was already rezoned.

B. On ___, 2022, by Resolution No. _____ after compliance with all applicable provisions of the Township's Zoning Ordinance (the "Ordinance") and applicable law, the Township Board adopted Ordinance No. _____ approving the rezoning of the Property to the PD District pursuant to Article 3.1.18 of the Ordinance and approval of the Final Plan ("Final Plan") attached hereto as **Exhibit "B"**, subject to the execution and recording of this Agreement setting forth the conditions upon which the approvals were based.

C. The Township desires to ensure that the Property is developed and used in accordance with this Agreement, the Final Plan, and applicable laws and regulations.

D. The PD District provides the Applicant with certain development uses for the Property not applicable or clearly defined under the existing zoning classification and which would be a distinct and material benefit and advantage to the Applicant and to the Township.

E. As used in this Agreement, "Owners of the Property" means the Applicant and all current and future owners of legal and/or equitable title to all or any part of the Property.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Intent.** The Property may be developed in accordance with this Agreement and ~~with~~ the Final Plans. However, this Agreement is not a commitment by the Applicant or any future owner that it will commence development of the Property, but if development does occur on the Property, it will be in compliance with this Agreement and the Final Plans unless and until this Agreement and/or the Final Plans are revised. It is recognized that there may be modifications required to the Final Plan due to various reasons, including but not limited to engineering requirements, unforeseen conditions, and other governmental requirements. Therefore, modifications to the Final Plan not materially inconsistent with this Agreement and the Final Plan may be permitted in accordance with Article 3.1.18, Section H, of the Ordinance.
2. **Permitted Uses.** All of the uses set forth herein or identified on the Final Plans are permitted and are lawful ("Permitted Uses"). The Final Plans depict the proposed residential planned development consisting of thirty (30) single-story, multi-unit apartment buildings. There are four (4) types of apartment buildings: 3-unit, 4-unit, 5-unit, and 6-unit. In total there are 30 apartment buildings and 148 units. Six (6) different building models are proposed, with varying architectural designs and interior layout options. Each apartment unit has 2 bedrooms, 2 bathrooms, and an attached 2-stall garage. The unit sizes range from 1,300 to 1,600 square feet. The driveway for each unit is a minimum 25 feet long, as measured from the leading edge of the unit to the back of the street or to the leading edge of the sidewalk pavement, to accommodate residents parking two (2) vehicles and so as not to impede with the accessible sidewalk along the road. A leasing office/maintenance building will be on the northeast portion of the Property, at the eastern end of Building A, which is shown as a 4-unit apartment building. Public access to the development will occur through two (2) access points from Hartland Glen Lane. The residential units are served by several private roadways. All uses and structures accessory to the above uses are also considered Permitted Uses, such as temporary construction trailers, recreation uses, and maintenance.
3. **Prohibited Uses.** Any use not referenced in this Agreement or in the Final Plan shall be prohibited; unless the Planning Commission determines that such use is similar to any one of the Permitted Uses.
4. **Site and Architectural Standards.**
 - a. Residential Density. One hundred forty-six (148) dwelling units are proposed and allowed on the Property. Any requested increase in residential density must be approved by the Planning Commission and Hartland Township Board, in their sole discretion.
 - b. Setbacks. The approved setbacks are noted in the chart below per Article 3.1.18.C.vi.a. of the Ordinance.

Setbacks	Proposed Setback
Along perimeter adjacent to public road	NA (PD is not adjacent to a public road)

Along perimeter, but not adjacent to a road (north, south, and west property lines)	24 ft. (north) 34 ft. (south) 46 ft. (west)
Between parking lot & property line & adjacent to road (M-59)	100 ft. from bldg. to east property line; 57 ft. from bldg. to edge of Hartland Glen Lane pavement

- c. Separation Standards. The approved allowable distance between individual buildings is stated below.

Building Orientation	Minimum Allowable ft.
Front to Front	15 ft.
Rear to Rear	25 ft.
Side to Side	15 ft.
Side to Rear	15 ft.

- d. Building Height. Building height of the proposed buildings are depicted and described Exhibit “B” attached hereto and are approved.
- e. Façade. Façade materials and design shall be developed in accordance with those depicted and described in **Exhibit “B”**.
- f. Parking. A minimum of two (2) parking spaces per dwelling unit, plus one (1) additional space for each four (4) dwellings are required.
- g. Monument Sign. One monument sign, as shown on the Final Plan, shall be permitted. The sign shall be double-faced and limited to 64 square feet of sign area per side/face and 7 feet in height. The sign shall be designed in accordance with the Article 5.26 of the Ordinance. The Applicant shall be required to obtain a permit from the Township prior to erection of the monument sign.
- h. Landscaping. The landscaping depicted and described in the attached Final Plan is approved. Additionally, an offsite Landscaping Easement shall be provided pursuant to “**Exhibit D**” attached hereto.
- i. Open Space. The open space depicted and described in the Final Plan attached hereto is approved. The Applicant shall provide open space quantity per the Final Plan attached hereto. The proposed and approved amount of open space area is approximately 12.15 acres, or 44.78% of the Property.
- j. Sidewalks. Per the attached Final Plan, all sidewalks must be a minimum of five (5) feet wide.

5. **Access Easement**. An access easement for ingress and egress, in substantially similar form to **Exhibit “C”** attached hereto, shall be recorded against the Property. The easement is to provide ~~for vehicular and pedestrian~~ access from Cundy Road over a portion of Hartland Glen Drive which will be owned by the Applicant.

6. **Offsite Landscape Easement.** An easement for plant material and maintenance of that material in substantially similar form to **Exhibit "D"** attached hereto, shall be recorded against an offsite property.
7. **Offsite Sign Easement.** A sign easement for a Redwood Sign on M-59, in substantially similar form to **Exhibit "E"** attached hereto, shall be recorded against an offsite property.
8. **Offsite Pump Station Easement.** An offsite easement for temporary construction and access to an offsite pump station located on the Hartland Glen Golf Course property in substantially similar form to **Exhibit "F"** attached hereto, shall be recorded against an offsite property.
9. **Applicant Documents.** A list of all plans, documents, and other materials submitted by the Applicant supporting the Final Plan is attached as **Exhibit "G"**.
10. **Rezoning.** By granting its final approval and upon execution and recording of this Agreement, the Township Board has and shall be deemed to have granted the petition to rezone the Property to the PD District, as the PD District exists within the Ordinance as of the date of this Agreement, in accordance with the procedures set forth in the Ordinance. Future amendments or modifications to the PD District requirements and conditions shall not be binding on the Applicant or on the Property until this Agreement is modified and/or terminated.
11. **Amendment.** The terms of this Agreement may be amended, changed, or modified only in writing in the same manner as required to obtain the review and approval of a new rezoning. The Township shall not unreasonably condition, deny, or delay, ~~or object to~~ any amendment to this Agreement reasonably required by the Applicant.
12. **Recognizable Benefits.** This Agreement will result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and will result in a higher quality of development than could be achieved under conventional zoning.
13. **Burdens and Benefits Appurtenant.** This Agreement shall run with the Property and bind the parties, their heirs, successors, and assigns. The Township–Applicant shall record this Agreement in the office of the Livingston County Register of Deeds at its sole cost and expense and shall deliver a recorded copy to the Applicant–Township immediately upon recording. It is understood that the Property is subject to changes in ownership and/or control at any time, but that successors shall take their interest subject to the terms of this Agreement. If the Owners of the Property shall sell, lease, ground lease, transfer, assign, mortgage, divide and/or subdivide all or any portion of the Property, the terms and conditions of this Agreement shall benefit, be enforceable by, and shall be binding on the successors in title, vendees, lessee, transferees, assignees, mortgages, and beneficiaries of divisions or subdivisions.
14. **Zoning Regulations and Obligation to Receive Other Approvals.** Except as otherwise provided herein, the Property shall remain subject to and shall be developed in compliance with all applicable regulations of the Ordinance and all other applicable state and local requirement for land development. The Applicant agrees to 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. Notwithstanding anything to the contrary contained herein and except as otherwise provided herein, all features, dimensions, and conditions identified on the Final Plan or referenced in this Agreement are authorized by the Township and no further approvals are required. The Township shall grant to the Applicant, and

to its contractors and subcontractors, all Township permits and authorizations necessary to bring all utilities including electricity, telephone, gas, cable television, water, storm sewer, and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Final Plans, provided the Applicant has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the Township will be processed in the customary manner. The Township will cooperate with the Applicant in connection with the Applicant's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Final Plans or this Agreement. The Township shall not unreasonably deny, withhold, or delay approvals ~~deemed necessary by the Applicant. The Township shall provide all consents and approvals, including but not limited to estoppel approvals requested by lenders and purchasers, as may be reasonably required by the Applicant for the development, use, financing, and sale of the Property, or any portion of it, consistent with this Agreement.~~ Unless referenced in this Agreement, the Township shall not require the Applicant to construct any offsite improvements.

Commented [HM3]: I'm not opposed to this, but there is a cost for staff to engage in these activities and Redwood should bear that cost. Otherwise, we should strike it.

15. **Entire Agreement.** This Agreement together with any Exhibits referenced herein, constitutes the entire agreement between the parties with respect to the subject of this Agreement.
16. **Conflicts.** In the event of conflict between the provisions of this Agreement and the provisions of another applicable ordinance, code, regulations, requirement, standard, or policy, the provisions of this Agreement shall prevail.
17. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with Michigan law.
18. **Joint Drafting.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of one party against another party by any court or other governmental authority by reason of any determination or assertion that one party was chiefly or primarily responsible for having drafted this Agreement.
19. **Unified Control.** The Property 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.
20. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain valid and enforceable to the fullest extent permitted by law.
21. **Counterparts.** This Agreement and any amendments to it may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
22. **Authority to Execute.** The parties each represent and state that the individuals signing this Agreement are fully authorized to execute this document and bind their respective parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

PAGE INTENTIONALLY ENDS HERE
SIGNATURES FOLLOW

SIGNATURE PAGE OF THE TOWNSHIP

TOWNSHIP OF HARTLAND,
a Michigan municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing Planned Development Agreement Outline was acknowledged before me by
_____, _____, and _____, _____, on behalf of the
Township of Hartland on the ____ day of _____, 2022.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by:

When recorded, return to:

SIGNATURE PAGE OF THE APPLICANT

REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC.,
an Ohio limited liability company

By: Redwood USA, LLC
an Ohio limited liability company
Its: Manager & Member

By: _____
Name: TBD
Its: Managing Director

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by

Notary Public
Acting in Cuyahoga County, Ohio
My Commission Expires: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Land situated in the County of Livingston, State of Michigan, described as follows:

[to be inserted]

Part of Parcel ID Number: 4708-26-100-019

Common Address: 12400 Highland Road, Hartland Township, Livingston County, MI
48353

EXHIBIT “B”
THE FINAL PLAN
[to be inserted]

EXHIBIT "C"

ACCESS EASEMENT

EASEMENT AGREEMENT
(North and South)

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 (the "Grantor"), and **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 (the "Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

A. Contemporaneously herewith Grantor has acquired from Grantee a certain parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit A (the "Redwood Property").

B. Grantee has retained for itself, and its successors and assigns, an adjacent parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit B (the "Grantee Property").

C. In connection with Grantor's proposed development of the Redwood Property, Grantee requires an access easement from Grantor over a portion of the Redwood Property, as depicted on attached Exhibit C (the "Easement Area") in accordance with the terms and conditions of this Agreement.

D. Grantor agrees to grant an access easement to Grantee, in accordance with the terms and conditions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Access Easement. Grantor hereby grants and conveys to Grantee for the benefit of the Grantee Property a perpetual, non-exclusive access easement on, over, across and through the Easement Area for use by Grantee and its successors and assigns for passenger vehicular and pedestrian ingress, egress and access on, across, over and through the Easement Area to Highland Road. In addition to the grant by Grantor to Grantee of the access easement described herein, Grantor also grants to Grantee a non-exclusive easement to connect to the utility lines to be constructed within the Easement Area for the benefit of the Grantee Property. Grantee shall take no actions, without the prior written consent of Grantor or as approved by the applicable municipality, which would unreasonably enlarge or increase the amount of flow or usage of such utility lines within the Easement Area. Grantor and Grantee agree to work together, in good faith, in the event the installation of additional utility lines within the Easement Area is required by the applicable municipality. Notwithstanding the forgoing, Grantor and Grantee acknowledge and agree that such easements shall terminate and be of no further force or effect if Hartland Glen Road becomes a publicly dedicated right of way or if all utility lines have been publicly dedicated.

2. Maintenance and Repair of Easement Area. Grantor will maintain and repair, or cause to be maintained and repaired, the Easement Area in good condition and repair, including snow, ice, and debris removal (the "Easement Area Maintenance"). At such time as Grantee (a) commences construction of new development on the Grantee Property, or (b) sells, transfers, or conveys all or any portion of the Grantee Property (the "Commencement Date"), then Grantee will reimburse Grantor for Grantee's proportionate share of the Easement Area Maintenance costs and expenses, which share will be a fraction, the numerator of which is the number of active REUs applicable to the Grantee Property and the denominator of which is the sum of the total number of active REUs applicable to the Redwood Property and the Grantee Property. Grantee will reimburse Grantor for its proportionate share within thirty (30) days after receipt of an invoice from Grantor. If any maintenance or repairs are necessitated by the excessive use or negligent or wrongful acts of Grantee or its successors, assigns, agents, tenants, invitees, licensees, and employees, then Grantee will be solely responsible for the costs and expenses of such maintenance and repairs.

3. Exercise of Rights. Grantor retains all other property rights in the Easement Area and shall have the right of ingress and egress to, from and over the Easement Area. Grantor shall keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Grantee's use of the Easement Area. Grantor may also locate utility lines and install signage or other improvements within the Easement Area provided that the same do not unreasonably interfere with Grantee's use of the Easement Area.

4. Relocation. Grantor may relocate the driveways, roadways, or utility lines installed within the Easement Area at its own cost and expense and in a manner so as not to unreasonably interfere with access from the Grantee Property to and from Highland Road. Upon any such relocation or modification by Grantor, notwithstanding anything herein to the contrary, Grantor may record an amendment to this Agreement by changing the depiction of the location of the Easement Area.

5. Right to Mortgage. Notwithstanding anything to the contrary contained herein, Grantor reserves the right to encumber the Redwood Property, including the Easement Area, with the lien of any mortgage or mortgages now or hereafter placed upon Grantor's interest in the Redwood Property, including the Easement Area, without the consent of Grantee. The Parties agree that this Agreement shall be subordinate to any mortgage or mortgages now or hereafter placed upon Grantor's interest in the Redwood Property, including the Easement Area.

6. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, Grantor and Grantee acknowledge that Hartland Glenn Road and certain utility lines may be dedicated from time to time *via* separate instruments.

7. Insurance. From and after the Commencement Date, Grantee shall procure and maintain commercial general liability insurance with respect to the Easement Area to afford protection to the limit of not less than One Million Dollars (\$1,000,000) for injury or death of a single person, and to the limit of not less than One Million Dollars (\$1,000,000) for any one occurrence, and Grantee shall name Grantor as an additional insured. Grantee shall provide Grantor with certificates of insurance upon written request to evidence that such insurance is in full force with an insurance company licensed to issue insurance in Michigan. Such insurance shall provide that the same may not be cancelled without thirty (30) days prior written notice to Grantor. Grantor may adjust coverage limits from time to time upon written notice to Grantee.

8. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the use of the Easement Area, except if caused by the willful misconduct or gross negligence of the other party hereto.

9. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

10. Runs with the Land; Successors and Assigns. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

11. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

12. Amendment. This Agreement may only be modified or amended by a written instrument signed by Grantor and Grantee and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

13. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

15. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

16. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

17. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

18. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO EASEMENT AGREEMENT (NORTH AND SOUTH)

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

GRANTEE:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)

COUNTY OF _____) §
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO EASEMENT AGREEMENT (NORTH AND SOUTH)

GRANTOR:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B - Grantee Property
Exhibit C - Easement Area

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantee Property

A PART OF SECTIONS 26 AND 27 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, THENCE S 00°35'39" W 1330.08 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE N 89°45'23" E 1315.67 FEET; THENCE S 00°24'04" W 1331.18 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 26; THENCE S 00°00'06" E 1333.16 FEET; THENCE S 89°53'41" E 661.61 FEET; THENCE 00°17'41" W 667.05 FEET; THENCE N 89°49'14" E 663.99 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE S 00°03'33" E 667.90 FEET ALONG THE EAST LINE OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF SECTION 26; THENCE S 89°53'48" W 2663.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE N 00°26'09" 1333.82 FEET; THENCE S 89°53'21" W 2656.72 FEET; THENCE S 00°03'45" W 898.78 FEET; THENCE S 80°36'46" W 565.82 FEET; THENCE S 30°03'37" W 308.58 FEET; THENCE N 89°56'16" W 255.42 FEET; THENCE N 23°35'54" E 1438.02 FEET; THENCE N 00°00'39" W 631.64 FEET; THENCE N 89°59'20" E 56.44 FEET; THENCE N 00°42'28" W 442.46 FEET; THENCE S 89°51'32" E 564.97 FEET; THENCE N 00°01'55" E 1035.29 FEET; THENCE N 87°50'00" E 549.99 FEET; THENCE N 00°10'00" W 458.00 FEET; THENCE S 88°24'00" W 300.00 FEET; THENCE N 74°59'00" W 486.75 FEET; THENCE N 00°09'28" E 520.16 FEET; THENCE N 89°46'37" E 757.58 FEET; THENCE N 64°13'35" E 201.35 FEET; THENCE N 64°50'30" E 220.96 FEET; THENCE N 90°00'00" E 491.60 FEET; THENCE S 37°45'41" E 268.43 FEET; THENCE S 00°00'00" W 706.29; THENCE S 89°43'09" E 880.55 FEET; THENCE N 00°35'39" E 122.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 352.69 ACRES, MORE OR LESS, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS & PUBLIC UTILITIES OVER THE EASTERLY 66 FEET OF PARCEL B

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Easement Area

(see attached)

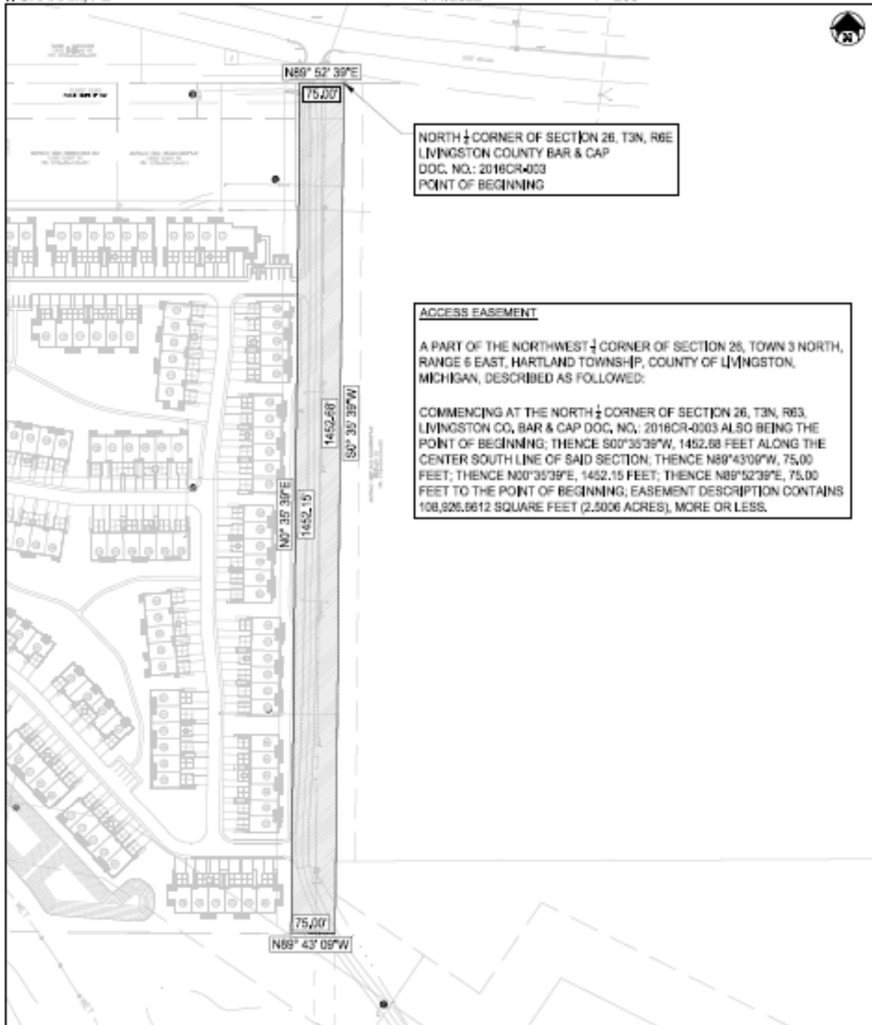
DRAWING TITLE:

EXHIBIT C - ACCESS EASEMENT

BY: J. GRAHAM, PE

DATE: 1/11/2022

SCALE: 1"=200'



7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9835

EXHIBIT "D"
LANDSCAPING EASEMENT

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 (the "Grantor"), and **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 (the "Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

Commented [HM4]: The lettering of the recitals should start with "A" and not "E."

E. Contemporaneously herewith Grantee has acquired from Grantor a certain parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit A (the "Redwood Property").

F. Grantor has retained for itself, and its successors and assigns, an adjacent parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit B (the "Grantor Property").

G. In connection with Grantee's proposed development of the Redwood Property, the completion, installation, maintenance, and replacement of certain landscape improvements on the Grantor Property is necessary ("Landscaping Work").

H. In connection with the Landscaping Work, Grantee requires an easement from Grantor on the Grantor Property to complete and maintain the Landscaping Work.

I. Grantor agrees to grant a landscape easement to Grantee in order for Grantee to complete and maintain the Landscaping Work in accordance with the terms and conditions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

18. Landscape Easement. Grantor grants to Grantee (or its designees, successors and assigns) a permanent, exclusive landscape easement under, over and across a portion of the Grantor Property as depicted on attached Exhibit C ("Easement Area") to permit Grantee to access the Easement Area and to undertake, complete, maintain, and replace the Landscaping Work. The Landscaping Work may include, but is not limited to, the installation and planting of trees, shrubs, and other landscaping, the completion of certain grading activities, and the installation, maintenance, and repair of certain irrigation appurtenances.

19. Landscape Activities.

A. All Landscaping Work performed by Grantee hereunder will, once commenced, be expeditiously pursued to completion, and performed in a good, workmanlike and lien-free manner and in accordance with applicable laws, rules, orders, and regulations or codes. Grantee will maintain and replace any landscaping and irrigation appurtenances installed by Grantee.

B. Grantee agrees not to permit any liens to be filed against the Grantor Property arising out of the Landscaping Work to be performed by Grantee. Grantee will, within ten (10) business days after receiving notice of any such lien, discharge such lien, either by payment of the indebtedness due to the construction lien claimant or by the filing of a bond (as provided by statute) as security therefor. In the event Grantee fails to discharge such lien as provided above, Grantor will have the right to procure such discharge by filing a bond, and Grantee will, upon written request, pay the cost of such bond to Grantor and any fees and/or costs incurred by Grantor in connection therewith.

C. Grantee will take all reasonable measures to minimize any damage, disruption, and interference with Grantor's use of the Grantor Property while Grantee is completing, maintaining, or replacing the Landscaping Work, and Grantee will make adequate provision for the safety and convenience of all persons affected thereby.

D. Grantee will promptly repair any damage to the Grantor Property caused by Grantee or its contractors in carrying out the Landscaping Work.

E. Grantor will keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Grantee's use of the Easement Area except for such landscaping or improvements which exist as of the date hereof.

3. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the Landscaping Work, except if caused by the act or gross negligence of the other party hereto.

4. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

5. Runs with the Land; Successors and Assigns. All rights, title and privileges herein

Commented [HM5]: The lettering of the paragraphs differs from the text. They should make the same style font.

Commented [HM6]: Numbering is all off.

granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

6. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

7. Amendment. This Agreement may only be modified or amended by a written instrument signed by Grantor and Grantee and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

8. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

10. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

11. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

12. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

13. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

GRANTOR:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____

Name: _____

Date: _____, 2022

STATE OF MICHIGAN)
COUNTY OF _____) §

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

GRANTEE:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B - Grantor Property
Exhibit C - Easement Area

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantor Property

SEC 26 T3N R6E COMM AT N 1/4 COR, W 210 FT FOR POB, TH S 215 FT, W 177 FT, N 215 FT, E 177 FT TO BEG, .87AC

Tax ID Number: 4708-26-100-012

Commonly known as: 12398 Cundy Road

EXHIBIT C

Easement Area

(see attached)

DRAWING TITLE:
EXHIBIT C - LANDSCAPING EASEMENT

BY:
I, GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=100'

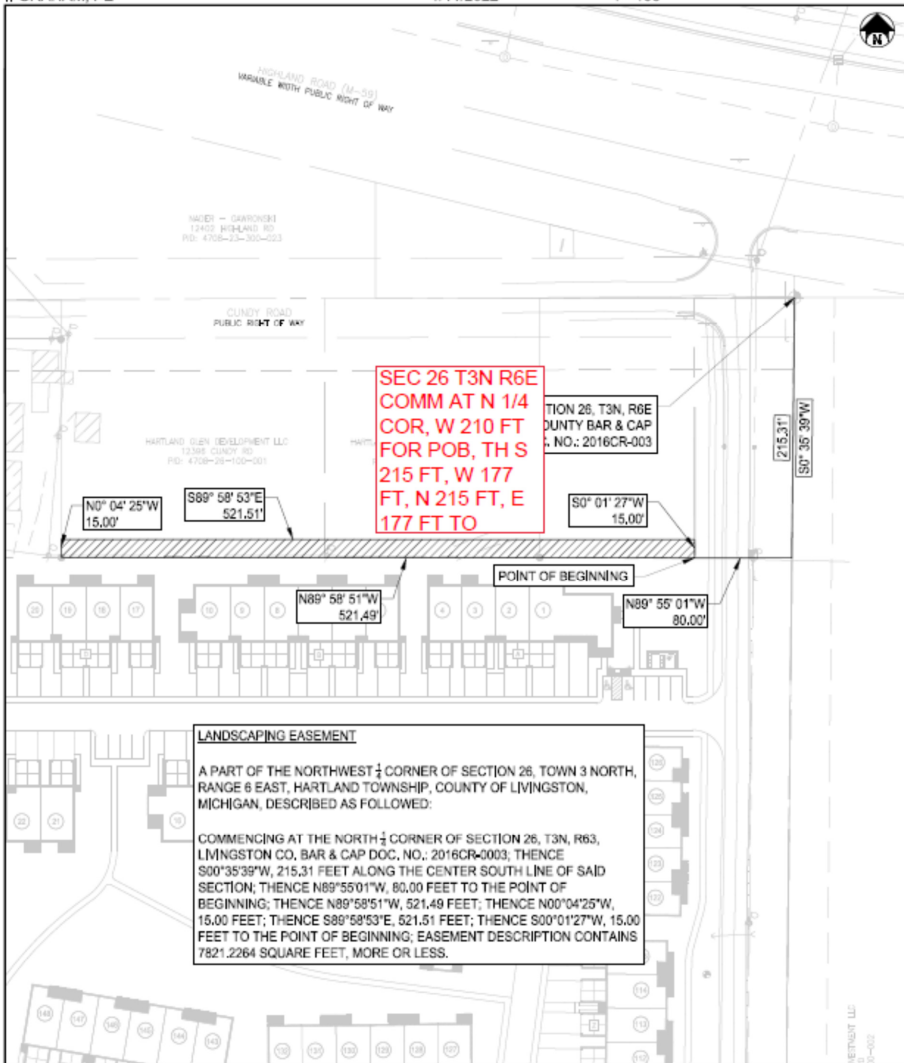


EXHIBIT "E"

SIGN EASEMENT

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2022, by and between **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 (the "Grantor"), and **REDWOOD HARTLAND HIGHLAND ROAD MI PI LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 (the "Grantee"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

J. Contemporaneously herewith Grantee has acquired from Grantor a certain parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit A (the "Redwood Property").

K. Grantor has retained for itself, and its successors and assigns, an adjacent parcel of land located in the Township of Hartland, County of Livingston, State of Michigan, as more particularly described on attached Exhibit B (the "Grantor Property").

L. In connection with Grantee's proposed development of the Redwood Property, Grantee requires an easement from Grantor on the Grantor Property to install, maintain, repair, and replace a business identification on the Grantor Property (the "Redwood Sign").

M. Grantor agrees to grant a sign easement to Grantee in order for Grantee to install, maintain, repair, and replace the Redwood Sign in accordance with the terms and conditions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Commented [HM7]: Lettering needs to be fixed.

20. Sign Easement. Grantor grants to Grantee (or its designees, successors and assigns) a permanent, exclusive sign easement under, over and across a portion of the Grantor Property as depicted on attached Exhibit C ("Easement Area") to permit Grantee to access the Easement Area and to undertake, complete, install, maintain, repair, and replace the Redwood Sign. Grantor also grants to Grantee the right to install, inspect, repair, and replace any electric utility lines which may be necessary for the illumination of the Redwood Sign. Except for such signs that may exist as of the date hereof, Grantor agrees that no other signs will be installed within the Easement Area without the prior consent of Grantee. Grantor and Grantee acknowledge and agree that Grantor may elect to relocate the Easement Area to a mutually agreeable alternate location with the prior written consent of Grantee, which consent may be granted or withheld by Grantee in its sole discretion. If Grantee consents in writing to such relocation of the Easement Area, Grantor shall be solely responsible for the cost of relocating the Redwood Sign and any related appurtenances and improvements, including any electrical lines. Grantor will be responsible for obtaining any necessary permits or approvals in connection with such relocation.

Commented [HM8]: Numbering is all off in this easement.

A. Grantee agrees not to permit any liens to be filed against the Grantor Property arising out of the work to be performed by Grantee. Grantee will, within ten (10) business days after receiving notice of any such lien, discharge such lien, either by payment of the indebtedness due to the construction lien claimant or by the filing of a bond (as provided by statute) as security therefor. In the event Grantee will fail to discharge such lien as provided above, Grantor will have the right to procure such discharge by filing a bond, and Grantee will pay the cost of such bond to Grantor and any fees and/or costs incurred by Grantor in connection therewith upon written request.

B. Grantee will take all reasonable measures to minimize any damage, disruption, and interference with Grantor's use of the Grantor Property while Grantee is installing, maintaining, repairing, or replacing the Redwood Sign, and Grantee will make adequate provision for the safety and convenience of all persons affected thereby.

C. Grantee will promptly repair any damage to the Grantor Property caused by Grantee or its contractors in connection with the Redwood Sign work.

D. Grantor will keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Grantee's use of the Easement Area. Grantee, at its sole cost and expense, will also maintain the landscaping of the Easement Area, including irrigation and periodic mowing.

3. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the Redwood Sign, except if caused by the act or gross negligence of the other party hereto.

Commented [HM9]: Numbering.

4. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

5. Runs with the Land; Successors and Assigns. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and

assigns.

6. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

7. Amendment. This Agreement may only be modified or amended by a written instrument signed by Grantor and Grantee and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

8. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

10. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

11. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

12. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

13. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

GRANTOR:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

GRANTEE:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B - Grantor Property
Exhibit C - Easement Area

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020
Commonly known as:

Tax ID Number:
Commonly known as:

EXHIBIT B

Grantor Property

A PART OF SECTIONS 23 AND 26 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23 ALSO BEING THE NORTH 1/4 CORNER OF SECTION 26, E TO THE POINT OF BEGINNING. THENCE S 89°52'39" W 82.70 FEET; THENCE S 00°07'21" E 214.83 FEET; THENCE S 90°00'00" W 127.87 FEET; THENCE N 00°00'00" E 215.59 FEET; THENCE S 90°00'00" W 134.86 FEET; THENCE N 00°00'00" E 94.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND ROAD (M-59); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHT OF WAY, 1) S 76°14'12" E 121.12 FEET, AND 2) ALONG A CURVE TO THE LEFT 232.58 FEET, SAID CURVE HAVING A RADIUS OF 3985.45, A CENTRAL ANGLE OF 03°20'37" AND A LONG CHORD BEARING OF S 77°54'30" E 232.55 FEET; THENCE S 00°23'28" W 17.94 FEET TO THE POINT OF BEGINNING. CONTAINING 1.06 ACRES, MORE OR LESS.

Tax ID Number: 4708-26-100-021
Commonly known as:

EXHIBIT C

Easement Area

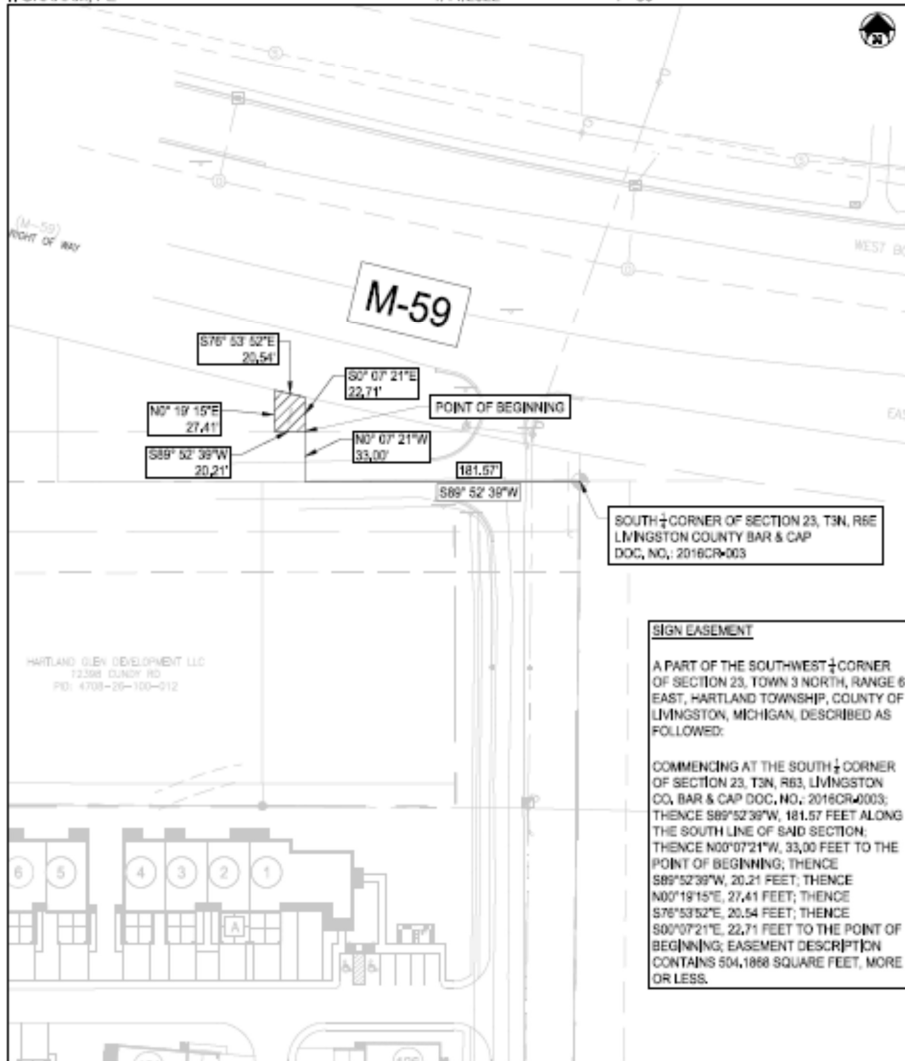
(see attached)

DRAWING TITLE:
EXHIBIT C - SIGN EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=80'



7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9835

EXHIBIT "F"

OFFSITE PUMP STATION EASEMENT

PUMP STATION EASEMENT AGREEMENT

THIS PUMP STATION EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2022 (the "Effective Date") by and between **REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC**, an Ohio limited liability company, whose address is 7007 East Pleasant Valley Road, Independence, Ohio 44131 ("Redwood"), and **HARTLAND GLEN DEVELOPMENT, L.L.C.**, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Suite 110, Farmington Hills, Michigan 48334 ("Hartland Glen"). Redwood and Hartland Glen may be referred to herein singularly as a "Party" and together as the "Parties."

RECITALS

A. Redwood owns certain land located in the Township of Hartland, County of Livingston, State of Michigan, more particularly described on **Exhibit A** attached hereto (the "Redwood Property").

B. Hartland Glen owns a parcel of land adjacent to the Redwood Property, as more particularly described on **Exhibit B** attached hereto (the "Hartland Glen Property").

C. In connection with the development of the Redwood Property, Redwood requires a temporary construction easement and an access easement from Hartland Glen, and Hartland Glen agrees to grant such requested easements to Redwood in accordance with the terms and provisions of this Agreement.

CONSIDERATION AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Temporary Construction Easement.** Hartland Glen hereby grants and conveys to Redwood for the benefit of the Redwood Property a temporary, construction easement on, over, across and through those portions of the Hartland Glen Property as reasonably necessary for Redwood and its successors, assigns, agents, and employees for the construction and installation of a pump station on the Hartland Glen Property generally in the area depicted on attached **Exhibit C** (the "Pump Station Improvements"). Redwood will also have the right to remove and relocate any existing improvements or landscaping and to complete any grading activity deemed necessary by Redwood to complete the Pump Station Improvements. Once commenced, Redwood will diligently pursue the Pump Station Improvements to completion and

Commented [HM10]: Who is going to own this pumpstation?

will do so in a lien-free manner. The temporary construction easement set forth herein will automatically terminate, without the need for further action by either Party, upon completion of the Pump Station Improvements.

2. Grant of Access Easement. Hartland Glen hereby grants and conveys to Redwood for the benefit of the Redwood Property a non-exclusive access easement on, over, across, and through those portions of the Hartland Glen Property as reasonably necessary for use by Redwood and its successors, assigns, agents, tenants, invitees, licensees, and employees for use, repair, and maintenance of the Pump Station Improvements. Hartland Glen also grants Redwood an easement to tie into and to connect its sanitary sewer lines to the Pump Station Improvements.

3. Maintenance and Repair. Until such time as the Pump Station Improvements are dedicated to a governmental authority, Redwood will maintain and repair, or cause to be maintained and repaired, the Pump Station Improvements (the "Easement Maintenance"). Redwood shall be responsible for the costs and expenses of the Easement Maintenance except if such Easement Maintenance is necessitated by the negligent or wrongful acts of Hartland Glen or its successors, assigns, agents, tenants, invitees, licensees, and employees. Hartland Glen shall keep the Pump Station Improvements and the Hartland Glen Property free from obstruction or obstacles that would unreasonably interfere with Redwood's use of the Pump Station Improvements. To the extent any portion of the Hartland Glen Property is damaged or disturbed by Redwood, Redwood will diligently restore the same.

4. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of the Pump Station Improvements to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that it is anticipated that the Pump Station Improvements will be dedicated in accordance with the terms of a separate instrument.

Commented [HM11]: Is this a privately owned pump station?

5. Insurance. Throughout the term of this Agreement, Redwood shall procure and maintain commercial general liability insurance with respect to the Pump Station Improvements to afford protection to the limit of not less than One Million Dollars (\$1,000,000) for injury or death of a single person, and to the limit of not less than One Million Dollars (\$1,000,000) for any one occurrence, and Redwood shall name Hartland Glen as an additional insured. Redwood shall provide Hartland Glen with certificates of insurance upon written request to evidence that such insurance is in full force with an insurance company licensed to issue insurance in Michigan. Such insurance shall provide that the same may not be cancelled without thirty (30) days prior written notice to Hartland Glen. Hartland Glen may adjust coverage limits from time to time upon written notice to Redwood.

6. Indemnity. Each Party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the use of the Pump Station Improvements, except if caused by the willful misconduct or gross negligence of the other party hereto.

7. Further Assurances. Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another Party, in furtherance of the intent and purposes of this

Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

8. Runs with the Land; Successors and Assigns. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

9. Recitals and Exhibits. All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

10. Amendment. This Agreement may only be modified or amended by a written instrument signed by Redwood and Hartland Glen and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Livingston County.

11. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

13. Remedies. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

14. Notice. Any notice, demand, request, consent, approval, designation or other communication ("Notice") made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

15. Transfer Taxes. This Agreement is exempt from State of Michigan and County of Livingston transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

16. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

Signature Page to Pump Station Easement Agreement

IN WITNESS WHEREOF, the undersigned have caused their signatures to be placed on the day and year first above written.

HARTLAND GLEN:

**HARTLAND GLEN DEVELOPMENT,
L.L.C.**, a Michigan limited liability company

By: _____
Name: _____
Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ the _____ of Hartland Glen Development, L.L.C., a Michigan limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

Signature Page to Pump Station Easement Agreement

REDWOOD:

**REDWOOD HARTLAND HIGHLAND
ROAD MI P1 LLC,**
an Ohio limited liability company

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David Conwill, the Authorized Manager of REDWOOD HARTLAND HIGHLAND ROAD MI P1 LLC, an Ohio limited liability company, on behalf of the company.

State of _____, County of _____
Notary Public, _____
Acting in the County of _____
My commission expires _____

EXHIBITS:

Exhibit A - Redwood Property
Exhibit B – Hartland Glen Property
Exhibit C – Location of Pump Station Improvements

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Dawda, Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Erin Bowen Welch

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Hartland Glen Property

A PART OF SECTIONS 26 AND 27 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, THENCE S 00°35'39" W 1330.08 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE N 89°45'23" E 1315.67 FEET; THENCE S 00°24'04" W 1331.18 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 26; THENCE S 00°00'06" E 1333.16 FEET; THENCE S 89°53'41" E 661.61 FEET; THENCE 00°17'41" W 667.05 FEET; THENCE N 89°49'14" E 663.99 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26; THENCE S 00°03'33" E 667.90 FEET ALONG THE EAST LINE OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF SECTION 26; THENCE S 89°53'48" W 2663.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE N 00°26'09" 1333.82 FEET; THENCE S 89°53'21" W 2656.72 FEET; THENCE S 00°03'45" W 898.78 FEET; THENCE S 80°36'46" W 565.82 FEET; THENCE S 30°03'37" W 308.58 FEET; THENCE N 89°56'16" W 255.42 FEET; THENCE N 23°35'54" E 1438.02 FEET; THENCE N 00°00'39" W 631.64 FEET; THENCE N 89°59'20" E 56.44 FEET; THENCE N 00°42'28" W 442.46 FEET; THENCE S 89°51'32" E 564.97 FEET; THENCE N 00°01'55" E 1035.29 FEET; THENCE N 87°50'00" E 549.99 FEET; THENCE N 00°10'00" W 458.00 FEET; THENCE S 88°24'00" W 300.00 FEET; THENCE N 74°59'00" W 486.75 FEET; THENCE N 00°09'28" E 520.16 FEET; THENCE N 89°46'37" E 757.58 FEET; THENCE N 64°13'35" E 201.35 FEET; THENCE N 64°50'30" E 220.96 FEET; THENCE N 90°00'00" E 491.60 FEET; THENCE S 37°45'41" E 268.43 FEET; THENCE S 00°00'00" W 706.29; THENCE S 89°43'09" E 880.55 FEET; THENCE N 00°35'39" E 122.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 352.69 ACRES, MORE OR LESS, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS & PUBLIC UTILITIES OVER THE EASTERLY 66 FEET OF PARCEL B

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Location of Pump Station Improvements

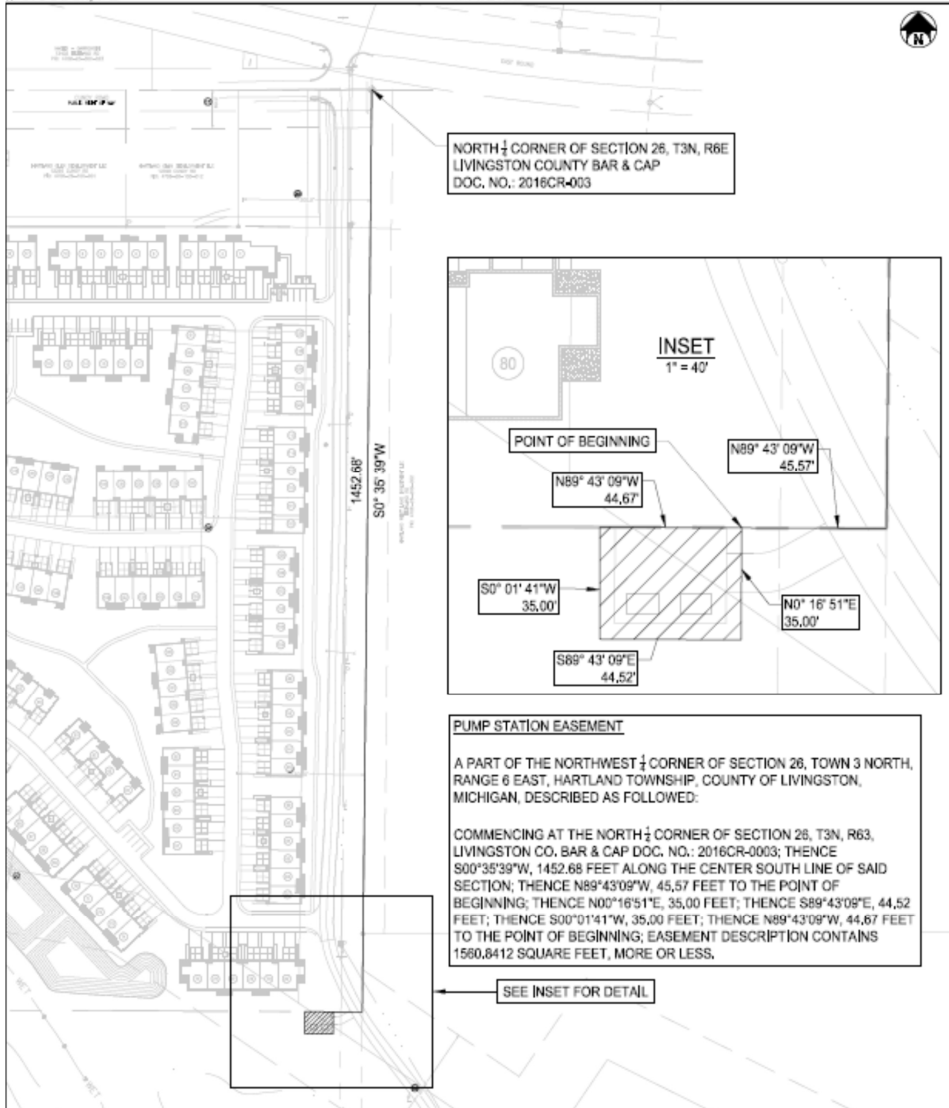
(see attached)

DRAWING TITLE:
EXHIBIT C - PUMP STATION EASEMENT

BY:
I, GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=200'



7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9835

EXHIBIT “G”

LIST OF PLANS AND DOCUMENTS SUBMITTED BY APPLICANT

- 1) Applicant Letter dated 05.13.2021
- 2) Applicant Narrative on plan changes date 05.13.2021
- 3) Hartland Impact Analysis 02.19.2021
- 4) Trip Generation Memo dated 01.14.2021
- 5) General Development Schedule
- 6) Landscape Easement Letter 05.11.2021
- 7) Owner Authorization Letter 06/10/2020
- 8) Redwood plan with housing types
- 9) Redwood site plan color rendering
- 10) Fountain Detail
- 11) Leasing office floor plan
- 12) Redwood Hartland unit exterior material calcs
- 13) Screened patio & front porch elevations
- 14) Open space plan 05.14.2021
- 15) Redwood PD concept Plan 07/16/2020
- 16) Redwood Hartland Preliminary PD Plan 05.14.2021
- 17) Photographs of apartment buildings – Redwood developments
- 18) Revised Garage Driveway for Haydenwood & Forestwood
- 19) Revised plans for Redwood Living Preliminary PD stamped received 07.14.2021
- 20) Revised plans for Redwood Living Preliminary PD dated 07.09.2021
- 21) Revised landscape plans for Redwood Living Preliminary PD dated 08.16.2021
- 22) Sample Boards for: Prestige Stone Products, Celect Siding, Timberline Shingles



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

RESOLUTION NO. 22-__

**RESOLUTION TO ADOPT ORDINANCE NO. _____,
ORDINANCE TO AMEND THE HARTLAND TOWNSHIP ZONING MAP**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on _____, at 7:00 pm.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

WHEREAS, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, and/or amend the Zoning Map, which regulate the public health, safety, and general welfare of persons and property; and

WHEREAS, the subject property currently developed as part of Hartland Glen Golf Course and consists of one (1) tax parcel, being tax parcel 4708-26-100-020 (27.14 acres); and

WHEREAS, the current zoning of the property indicates the parcel is currently zoned in the HDR (High Density Residential) category and CA (Conservation Agricultural) category; and

WHEREAS, the Hartland Township Future Land Use Map depicts the property in the Special Planning Area category; and

WHEREAS, amending the Zoning Map, for the subject property, to the PD (Planned Development) category, based on the proposed development, as approved in Planned

Development Site Plan #22-003, would be consistent with the Future Land Use Map designation; and

WHEREAS, the Township has determined that it is in the best interests of the public health, safety, and welfare to change the zoning of the subject property; and

WHEREAS, the Township Planning Commission reviewed the conceptual plan, under Site Plan Application #20-008 on August 20, 2020; and

WHEREAS, the Township Board reviewed the conceptual plan, under Site Plan Application #20-008, on September 15, 2020; and

WHEREAS, the Township Planning Commission held a public hearing for comments on the proposed Preliminary Planned Development (PD) Site Plan #21-005 on June 24, 2021 and recommended approval to the Township Board on July 22, 2021; and

WHEREAS, the Township Board approved the Preliminary PD on August 17, 2021; and

WHEREAS, the Planning Commission recommended approval of the Final PD, which will amend the Zoning Map from HDR and CA to PD at its March 17, 2022 special meeting; and

WHEREAS, the Township approves Site Plan #22-003 Planned Development, subject to the following conditions:

1. The Final Planned Development Site Plan for Redwood Living Planned Development, SP/PD Application #22-003, is subject to the approval of the Township Board.
2. Final approval of the Redwood Planned Development (SP/PD Application #22-003) shall require an amendment to the Zoning Ordinance to revise the zoning map and designate the subject property as PD (Planned Development). The subject property, which constitutes the planned development project area (27.14 acres total), and is to be rezoned to PD, is as follows:
 - a. Tax Parcel ID #4708-26-100-020 (27.14 acres in size); currently zoned HDR (High Density Residential) and CA (Conservation Agriculture).
3. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated March 10, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
4. The Planned Development Agreement and any easements shall comply with the requirements of the Township Attorney.

5. As part of the Final Plan Review, the applicant, and/or any future owners shall agree to not interfere or object to any future roadway and/or pedestrian connections to the east. Any future ingress-egress easement agreement shall comply with the requirements of the Township Attorney.
6. The applicant shall obtain any permits from the Livingston County Road Commission for any and all improvements to Hartland Glen Lane within the road right-of-way of Cundy Road.
7. Municipal water shall be available for this development. In the event that municipal water is not available for this project, the developer shall re-submit plans to be approved by the Planning Commission and Township Board that provide an acceptable water source.
8. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other governmental agencies, as applicable.
9. Sign easement Exhibit E shall be removed from the PD Agreement. The PD Agreement will be amended to move the sign onto the Redwood property. The sign shall conform to the Zoning Ordinance and is subject to review and approval by the Planning Department.
10. The off-site pump station easement in Exhibit F shall be modified as needed based on the review by the Livingston County Board of Public Works.

WHEREAS, the Township Board has determined that amending the Zoning Map, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

NOW THEREFORE, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, ("Ordinance"), Ordinance No. _____, Ordinance to Amend the Township Zoning Map, as outlined in Ordinance ____.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.
4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

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

YEAS: _____

NAYS: _____

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 Board of said Township at a regular meeting held on the ___ day of_____, 2022.

Larry N. Ciofu, Hartland Township Clerk

EXHIBIT A

HARTLAND TOWNSHIP BOARD OF TRUSTEES LIVINGSTON COUNTY, MICHIGAN ZONING MAP AMENDMENT NO. _____

THE TOWNSHIP OF HARTLAND ORDAINS:

Section 1. Amendment of Township Zoning Map. Amend the Zoning Map from HDR (High Density Residential) and CA (Conservation Agricultural) to PD (Planned Development for Tax Parcel Number 4708-26-100-020, which consists of approximately 27.14 acres, located south of Cundy Road, west of Pleasant Valley Road, and west of Hartland Glen Lane, in Section 26 of Hartland Township.

Section 2. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4: Effective Date. This Ordinance shall become effective immediately following publication.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Resolution: Water and Sewer Surcharge Amendment

Date: March 10, 2022

Recommended Action

Adopt the Water and Sewer Surcharge resolution amending the current policy as presented.

Discussion

Manager West is recommending the inclusion of fee limits for surcharge fees moving forward.

The surcharge program only effects commercial businesses in Hartland and was established to correct deficiencies within utility capacity purchases. There is no impact on the utility financials as the revenue is directly offset by the exchange for additional utility capacity for the businesses. Residential water and/or sewer users are not impacted by surcharge fees and will not be impacted with the addition of surcharge limits moving forward.

The resolution presented, if adopted, would limit the annual financial impact of the Township's surcharge policy to one-half a water REU market cost and one-half a sewer REU market cost annually. Adoption of the resolution aligns with the Business-Friendly intentions of the Board, and will provide additional support for businesses within the community.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

2020 Water and Sewer Surcharge waiver
Water and Sewer Surcharge Policy

BOARD OF TRUSTEES

2655 Clark Road
Hartland, Michigan 48353
(810) 632-7498 Office
(810) 632-6950 Fax



Supervisor
William J. Fountain

Clerk
Larry N. Ciofu

Treasurer
Kathleen A. Horning

Trustees
Matthew J. Germane
Summer McMullen
Denise O'Connell
Joseph M. Petrucci

RESOLUTION NO. XX-RXXX

RESOLUTION TO AMEND THE WATER AND SEWER UTILITY SURCHARGE POLICY TO INCLUDE LIMITS ON ANNUAL SURCHARGE FEES

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on **April 5, 2022**, at **7:00 P.M.**

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and seconded by _____

WHEREAS, the Township Board is authorized to establish and adjust fees for water and sewer service under adopted Resolution No. 16-R011; and

WHEREAS, the Township's Water and Sewer Ordinance, No. 81, expressly permit the Township Board to establish Residential Equivalent Units (REUs) measured in gallons per day and to establish the Excess Flow Surcharge from time to time by resolution of the Township Board; and

WHEREAS, the Township Board has aimed to support local businesses in response to the COVID-19 pandemic by waiving the 2020 sewer and water surcharge fees as outlined in Resolution No. 12-R022, "Resolution Adopting Standards for Residential Equivalent Units and Setting an Excess Flow Surcharge"; and

WHEREAS, it is in the interest of the Township to continue support for local businesses through the ongoing novel coronavirus (COVID-19) pandemic and beyond.

THEREFORE, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Township Board amends the Township's ordinance pertaining to "excess flow surcharge" to limit all surcharge fees to one-half (0.5) water REU's and one-half (0.5) sewer REU's annually based upon data collected during the calendar year for businesses connected to the Township water and/or sewer utilities with exceedances beyond that of their allocated and authorized capacity.
2. This resolution shall take effect immediately upon its passage and shall only apply to the 2021 and future calendar year surcharge calculations.
3. Any resolution that conflicts with this Resolution is repealed upon the effective date of the Ordinance.

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

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 5 day of April, 2022.

Larry N. Ciofu Hartland Township Clerk

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: 2020 Water and Sewer Surcharge Fee Waiver

Date: February 10, 2021

Recommended Action

Move to adopt the resolution No. 20-XX outlining the waiving of the 2020 water and sewer surcharge fees based upon data collected during the 2020 calendar year.

Discussion

Manager West is recommending the waiving utility surcharge fees for the 2020 calendar year.

The surcharge program only effects the commercial businesses in Hartland, and was established to correct deficiencies within utility capacity purchases. There is no impact on the utility financials as the revenue is directly offset by the exchange for additional utility capacity for the businesses. Residential water and/or sewer users are not impacted by surcharge fees and will not be impacted through the waiver.

The resolution presented, if adopted, would waive all water and sewer surcharge fees based upon the 2020 calendar year surcharges. Adoption of the resolution aligns with the Business Friendly intentions of the Board, and will provide additional support for businesses within the community.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

Resolution No. 20-XX : 2020 Water and Sewer Surcharge Fee Waiver

**WATER AND SEWER USE AND RATE ORDINANCE
TOWNSHIP OF HARTLAND, MICHIGAN
Ord. No. 81**

THE TOWNSHIP OF HARTLAND ORDAINS:

TITLE

This Ordinance shall be known as the Hartland Township Water & Sewer Use and Rate Ordinance.

An ordinance enacted pursuant to the authority of Act 246 of the Public Acts of 1945, as amended, and Act 191 of the Public Acts of 1939, as amended, to regulate private and public sewers, sewer connections, industrial waste pretreatment facilities and discharge of industrial waste into the Livingston Regional Sanitary System and to provide for pollutant limitations, data collection, monitoring and sampling and to preserve, promote and protect the health, safety and general welfare of the person and property within Hartland Township; to provide for the enforcement hereof; and to provide penalties and remedies for the violation hereof.

The Township of Hartland, County of Livingston, State of Michigan, ordains:

AN ORDINANCE TO PROVIDE FOR THE PUBLIC HEALTH BY OPERATION OF THE HARTLAND TOWNSHIP WATER DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM ON A PUBLIC UTILITY BASIS UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN 1933, AS, AMENDED, AND TO PRESCRIBE THE RATES AND FEES FOR THE USE OF SAID FACILITIES AND TO PROVIDE FOR OTHER MATTERS PERTAINING TO SAID SYSTEM.

PURPOSE

The purpose of this Ordinance is to establish standards, rules and regulations concerning the use of the Hartland Township Water Distribution System, hereinafter referred to as "water system", and Hartland Township Sanitary Sewer Collection service via the Livingston Regional Sanitary System, hereinafter referred to as "sewer system"; and to provide for the rates and fees for the connection to, and the use of the Systems. The provisions of the Michigan Public Health Code, as amended, requiring connection to an available public sanitary sewer system (MCL 333.12751 through 333.12758, MSA 14.15(12751)--14.15(12758)) are hereby incorporated and adopted by reference, as if fully set forth herein.

Section 1 – DEFINITIONS

The following definitions shall apply throughout this Ordinance.

"Consumer" means any person who contributes, causes or permits the contribution, introduction or discharge of wastewater into the POTW, whether intentional or unintentional, and whether directly or indirectly, or any person who obtains water from the water distribution system.

"Cross Connection" shall mean a connection or arrangement of piping or appurtenances through which water of questionable quality, wastes or other contaminants could possibly flow back into the Water Distribution System because of a reversal of flow.

"Department" — shall mean the utilities department for water distribution of the Township of Hartland.

"Director" shall mean the Director of Public Works or his authorized representative. The Director is the person designated by the Township to Supervise the Operation of the Hartland Township Water System.

"Livingston County Sewer Use Ordinance" means Ordinance No. 0605 adopted by the Genesee County Board of Commissioners on November 21, 2006, as amended from time to time.

"Lot" shall mean a parcel of land occupied or intended to be occupied by a main building. A lot may or may not be specifically designated as such on public records.

"Person" shall mean any individual, firm, partnership, association, public or Private Corporation or public agency or instrumentality or any other entity receiving water service.

"Premises" shall mean each lot or parcel of land or building having any connection to the municipal water or sewer systems.

"Public Sewer" means a sewer in which all owners of abutting properties have equal rights, and which is controlled by public authority.

"REU" shall mean a residential equivalent unit equal to a quantity of water used by a typical single family residence measured in gallons per day established from time to time by resolution of the Township Board.

"Sewer" means any sanitary sewer intended to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, and to which storm, surface and ground waters are not intentionally admitted.

"Township" shall mean the Township of Hartland, Michigan, a general law Township, and any agent thereof.

"Township Board" shall mean the governing body of the Township of Hartland.

"Water Connection" shall mean that part of the Water Distribution System connecting the water main to a point terminating at a meter pit or vault.

"Water Distribution System" shall mean the entire System for distribution of potable water in the Township.

"Water Main" shall mean that part of the Water Distribution System located within easement lines or streets, and designed to supply more than one (1) water connection.

Section 2 -- ADMINISTRATION/MANAGEMENT

- (a) It is hereby determined to be desirable and necessary for the public health, safety and welfare of the Township that the water system and sewer system be operated on a public utility. The municipal water system is hereby is operated by the Township, and the sewer system is operated by the County.
- (b) The operation and management of the water system shall be under the immediate supervision and control of the Township Public Works Director. The operation and management of the sewer system shall be under the immediate supervision and control of the Livingston County Drain Commission.
- (c) The Township has the exclusive right to establish, maintain and collect rates and fees for service from the water and sewer systems.

Section 3 -- ACCESS

The Public Works Director and other duly authorized representatives of the Township bearing proper credentials and identification shall be permitted to enter upon all properties served by the water system and/or sewer system at reasonable times for the purpose of inspection, observation, measurement, repair, sampling, and testing to determine compliance with the provisions of this Ordinance.

Section 4 -- USE

- (a) The Township adopts by reference the Livingston County Sewer Use Ordinance by default as a participant of the Livingston Regional Sanitary Sewer System.
- (b) A person owning property within the water system district and/or sewer system district established by the Township and conforming to the standards, rules and regulations established in or under terms of this Ordinance and Livingston County's Sewer Use Ordinance shall be permitted to receive service from the water/sewer system.
- (c) The consumer shall maintain all water and/or sewer connections free from leaks at all times.

If, in the determination of the Township or its designee, any leak on the service lead is of such nature that it endangers public health and/or safety or constitutes a nuisance, the Township may discontinue service until corrective measures are instituted.

Section 5 -- CONNECTION PERMITS APPLICATIONS

- (a) Any person desiring to secure permits to make water and/or sewer system connections shall, prior to the issuance of such permits, provide the Public Works Department with a connection application for approval prior to construction. All connections applications must be approved by the Public Works Director and comply with the current Township design and construction approved standards. All water and/or sewer system connections shall be made after proper application for service, including the payment of charges and fees, by consumers or their authorized agents.
- (b) The Township hereby adopts the Genesee County Industrial Pretreatment Ordinances and the Inter Jurisdictional Agreement between Livingston County and Genesee County by reference.

Section 6 -- METERS

- (a) The Township Public Works Director reserves the right to require a water meter in all water system connections as well as on private wells in which the flow volumes are used to monitor and/or measure capacity. All water meters must be purchased through the Township upon initial installation. All water meters are considered property of the Township's Public Works Department and will be maintained, repaired and replaced as deemed necessary by the Township. All property owners shall grant access to a representative of the Township to all buildings and premises requiring a water meter for the purpose of making repairs and inspection of pipes stopping the waste of water and for reading, repairing or changing water meters.
- (b) Additional meters may be permitted with the Township Public Works Director's approval for the deduction of flow based on flow metering of water used for lawn sprinkling or other approved use where the water used does not pass through the sewer system.

Section 7 -- USE OF ONE CONNECTION; LIMITATION

- (a) Unless written approval is granted by the Township, separate buildings shall have separate curb stops, service lead installations, and shall be metered separately.
- (b) The property owner shall be responsible for the payment of water and/or sewer bills.
- (c) In no event shall a consumer extend service pipes or plumbing across any public right of way, or to an adjacent property in order to furnish service thereto.

Section 8 -- PRIVATE WELLS

Construction of private wells in established water service districts is prohibited unless approved by the Public Works Director as outlined in the Township's Private Well Policy.

Section 9 -- SYSTEM PROHIBITIONS

No person shall willfully, negligently or maliciously break, damage, destroy, uncover, deface, tamper with or alter, any structure, property, appurtenance, equipment or any other item which is part of the water system and/or sewer system, including but not limited to removal any meter, pipe, other equipment or tools. No person shall fraudulently obtain water and/or sewer service.

Section 10 -- ENFORCEMENT

Any person found to be violating any provision of this Ordinance shall be served with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Any person convicted of a violation of any provision of this Ordinance, shall be punished by a fine of not more than five hundred dollars (\$500.00), or by imprisonment of not more than ninety (90) days, or both, for each violation. A violation of this Ordinance is also declared to be a public nuisance and the Township may enforce same by injunction or other remedy, including the right to correct the violation and recover the cost of obtaining the necessary correction from the owner or person in charge of the premises.

Section 11 -- ESTABLISHMENT OF RATES AND FEES

Fees for the installation and use of the water and sewer systems shall be established the Township to recover the costs of administration, construction, reconstruction, maintenance of said system as necessary to preserve the same in good working order, operation and replacement of the systems, and to provide for the payment of any debt service obligations of the Township as the same becomes due. Such fees shall be made in accordance with the provisions hereinafter set forth and shall be made against all buildings which use the system(s).

Section 12 -- BILLING, COLLECTIONS AND CUSTOMERS' PAYMENT

- (a) Meters shall be read regularly by the Township.
- (b) The Township shall render invoices for water and sewer service and all other charges in connection therewith. Invoices for water and sewer service shall be sent to consumers by first class mail or electronic mail or other accepted method.
- (c) Water and sewer system service invoices for users of the system(s) shall be based upon rates outlined in the rate resolution set forth by the Township Board from time to time as specified in the Water and Sewer Rate Policy.
- (d) All invoices shall be payable by the due date specified on the invoice, and shall be paid at the Office of the Township in person or by mail.

- (e) The Township Treasurer shall collect all moneys due for water and sewer service and all other charges in connection with the systems.
- (f) If any charges for the water and sewer system(s) which have been invoiced to a customer of said system(s) are not paid on or before the due date specified on the invoice, a delayed payment charge shall be added thereto and collected therewith.
- (g) If any invoices for the service of the system shall remain unpaid after thirty (30) days following the due date specified on the invoice therefore, the water and sewer system service for the lot, parcel of land, or premises affected may be discontinued, and if so, shall not be restored except on payment in full of the delinquent charges therefore, and the fee charged for restoration of service. The Township shall send a notice by registered certified mail to its customers of intent to terminate service. No water and sewer service that has been discontinued because of nonpayment shall be restored until all past due invoices are paid or satisfactory arrangements for such payments are made.
- (h) Failure of the consumer to receive any invoice shall not relieve him/her of the liability for the charges incurred, and the consumer shall notify the Township if an invoice has not been received by the 15th day after the end of a billing period.
- (i) The Township shall have, as security for the collection of water and sewer system rates, assessments or fees due or to become due for the use and installation, repair, or maintenance to any house, building, or premises, a lien upon the building or premises, lot or lots, upon which the water and/or sewer system service was supplied. This lien shall become effective immediately upon the providing of the water and sewer system(s) service to the premises or property supplied.

The lien created by this Ordinance shall have priority over all other liens except taxes or special assessments.

Charges for municipal utility system services which are under the provisions of Section 21, Act 94, Public Acts of Michigan, 1933, as amended, shall be made a lien on all premises served thereby. The charges for water or sewer services furnished to any premises are hereby recognized to constitute such lien and whenever any such charge against any piece of property or premise shall be delinquent for sixty (60) days, or more, that fact shall be certified on September 29th of each year to the tax assessing officer of the Township. Such charge shall be entered upon the next tax roll as a charge against such piece of property or premises and the charges shall be collected and the lien thereof enforced in the same manner as general Township taxes against such premises.

Section 13 -- HYDRANTS AND USE

All hydrants must meet the Township's current design and constructions standards at the time of installation. No person shall open a Township owned fire hydrant without the express permission of the Township Public Works Director, excepting a municipal fire department, who may at any time open a fire hydrant for the purpose of obtaining water for extinguishment of fires.

Section 14 -- CROSS-CONNECTIONS RULES ADOPTED

The Township adopts by reference the Water Supply Cross Connection rules of the Michigan Department of Environmental Quality being R 325.1 1401 to R 325.1 1407 of the Michigan Administrative Code; as amended. It shall be the duty of the Township to cause inspections to be made of all properties served by the public water supply as approved by the Michigan Department of Environmental Quality.

Section 15 -- PUBLICATIONS

A summary of this Ordinance shall be published in a newspaper of general circulation within the boundaries of the Township within thirty (30) days after its adoption, and the same shall be recorded in the Ordinance Book of the Township and filed with the County Clerk, and such recording authenticated by the signature of the Township Supervisor and Township Clerk.

Section 17 – REQUIRED CONNECTION TO AVAILABLE PUBLIC SEWER

The owner of any house, building, structure, premises, or property used for human occupancy, employment, recreation or other purposes, situated within the Township, may be required to connect to connect to the public sewer system as outlined in the Livingston County Drain Commission Sewer Use Ordinance.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Michael Luce, Director of Public Works

Subject: 2022 Gator UTV

Date: March 28, 2022

Recommended Action

Move to approve the purchase of a John Deere Gator UTV for a purchase price not to exceed \$31,000 and to direct the finance director to initiate a budget amendment, as necessary, to the appropriate fund.

Discussion

Public Works has explored avenues to make park and grounds maintenance more efficient and with the significant increase in the usage of Township Parks in the last few years, a gator is believed to be the most viable option. Subsequently the Gator can be used for sidewalk maintenance, plowing as well as turf repairs and various maintenance tasks in the water system.

After discussions with surrounding communities regarding the challenges faced in park and facility maintenance the overwhelming consensus was the John Deere Gator UTV's were the clear choice for these tasks. As the gator is smaller and lighter than a pickup truck, this will allow staff to empty garbage and service portions of the parks that are not reachable by truck. With the addition of a plow to the gator staff will be prepared to plow and clear snow on pathways as well as sidewalks if needed. This is a turnkey unit outfitted with all functions needed for the tasks staff will perform with it. A cab with heat for the winter months along with removable doors for the summertime, dump bed for material as well as an hydraulic snow plow. This purchase is part of the current CIP and the entire unit is eligible for ARPA funding.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

Once the funding decision has been made (ARPA or CIP), a budget amendment will be necessary as this cost exceeds the amount shown in the 401 fund and as yet, no budget has been set for the 285 CSLFRF (ARPA) fund.

Attachments

John Deere Quotes

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Dillon Eaton

Tri County Equipment, Inc.
2139 W Baldwin Road
Fenton, MI 48430

Tel: 810-655-4886

Fax: 810-655-3293

Email: dilloneaton@tricountyequipment.net

- ☐ Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tri County Equipment, Inc.
2139 W Baldwin Road
Fenton, MI 48430
810-655-4886
jddealer@tricountyequipment.net

Quote Summary**Prepared For:**

Mike Luce
HARTLAND TOWNSHIP
Mike Luce
2655 CLARK RD
HARTLAND, MI 48353
Mobile: 517-294-0056

Delivering Dealer:

Tri County Equipment, Inc.
Dillon Eaton
2139 W Baldwin Road
Fenton, MI 48430
Phone: 810-655-4886
dilloneaton@tricountyequipment.net

Quote ID: 26314029
Created On: 23 March 2022
Last Modified On: 25 March 2022
Expiration Date: 14 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835R (Model Year 2022)	\$ 28,618.89	\$ 25,470.80 X	1 =	\$ 25,470.80
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)				
Price Effective Date:				
Equipment Total				\$ 25,470.80

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 25,470.80
Trade In	
SubTotal	\$ 25,470.80
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 25,470.80
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 25,470.80

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26314029 **Customer Name:** HARTLAND TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tri County Equipment, Inc.
2139 W Baldwin Road
Fenton, MI 48430
810-655-4886
jddealer@tricountyequipment.net

JOHN DEERE GATOR™ XUV835R (Model Year 2022)

Hours: 0

Suggested List *

Stock Number:

\$ 28,618.89

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Selling Price *

\$ 25,470.80

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5748M	JOHN DEERE 835R HVAC	1	\$ 25,599.00	11.00	\$ 2,815.89	\$ 22,783.11	\$ 22,783.11
Standard Options - Per Unit							
001A	CTRY CODE	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
0508	PR CAB	1	\$ -250.00	11.00	\$ -27.50	\$ -222.50	\$ -222.50
1008	14" YELLOW	1	\$ 900.00	11.00	\$ 99.00	\$ 801.00	\$ 801.00
2032	SEAT CLOTH	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	PARK BRAKE	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	G&YCLRCOMP	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	CARGO BOX	1	\$ 455.00	11.00	\$ 50.05	\$ 404.95	\$ 404.95
3101	CRGOBXLIFT	1	\$ 874.00	11.00	\$ 96.14	\$ 777.86	\$ 777.86
4024	CABWNSHLD	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4036	ROOF	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	LESS BUMP	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	BRSGRDFRNT	1	\$ 355.00	11.00	\$ 39.05	\$ 315.95	\$ 315.95
6349	LESS WINCH	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,334.00		\$ 256.74	\$ 2,077.26	\$ 2,077.26
Dealer Attachments/Non-Contract/Open Market							
BUC10310	Side Mirrors (open station & cab doors)	1	\$ 182.97	11.00	\$ 20.13	\$ 162.84	\$ 162.84
BM26185	Beacon Light	1	\$ 257.87	11.00	\$ 28.37	\$ 229.50	\$ 229.50
BUC10608	Front Turn Signal Light Kit	1	\$ 85.60	11.00	\$ 9.42	\$ 76.18	\$ 76.18
BM26391	Horn Kit	1	\$ 25.69	11.00	\$ 2.83	\$ 22.86	\$ 22.86
BM26268	Front Attachment Harness (dash port)	1	\$ 133.76	11.00	\$ 14.71	\$ 119.05	\$ 119.05
Dealer Attachments Total			\$ 685.89		\$ 75.46	\$ 610.43	\$ 610.43



JOHN DEERE

Selling Equipment

Quote Id: 26314029

Customer Name: HARTLAND TOWNSHIP

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tri County Equipment, Inc.
2139 W Baldwin Road
Fenton, MI 48430
810-655-4886
jddealer@tricityequipment.net

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Total Selling Price	\$ 28,618.89	\$ 3,148.09	\$ 25,470.80 \$ 25,470.80

**Quote Summary****Prepared For:**Hartland Township
MI**Prepared By:**Dillon Eaton
Tri County Equipment, Inc.
2139 W Baldwin Road
Fenton, MI 48430
Phone: 810-655-4886
dilloneaton@tricountyequipment.net

Quote Id:	26327688
Created On:	25 March 2022
Last Modified On:	25 March 2022
Expiration Date:	31 March 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
WESTERN 6' IMPACT HD UTV V-BLADE SNOWPLOW (SOURCEWELL CONTRACT PRICING)	\$ 4,153.50	\$ 4,153.50 X	1 =	\$ 4,153.50

Equipment Total	\$ 4,153.50
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Quote Summary

Equipment Total	\$ 4,153.50
WESTERN FREIGHT	\$ 175.00
INSTALLATION	\$ 500.00
SubTotal	\$ 4,828.50
Est. Service Agreement Tax	\$ 0.00
Total	\$ 4,828.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 4,828.50

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 26327688

WESTERN 6' IMPACT HD UTV V-BLADE SNOWPLOW (SOURCEWELL CONTRACT PRICING)				
Hours:	0			Suggested List
Stock Number:				\$ 4,153.50
				Selling Price
				\$ 4,153.50
Code	Description	Qty	Unit	Extended
74360	6' IMPACT HD UTV V-BLADE SNOWPLOW	1	\$ 4,153.50	\$ 4,153.50
Standard Options - Per Unit				
32900	Controller	1	\$ 0.00	\$ 0.00
35165	FRAME KIT	1	\$ 0.00	\$ 0.00
87545	BIG BOX	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 0.00
Suggested Price				
				\$ 4,153.50
Customer Discounts				
	Customer Discounts Total		\$ 0.00	\$ 0.00
Total Selling Price				\$ 4,153.50

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Michael Luce, Director of Public Works

Subject: Type 1 Water Supply Well

Date: March 29, 2022

Recommended Action

Move to Approve the proposal from Brown Well Drilling to install a 12-inch community supply well as presented at a cost not to exceed \$230,000.00.

Discussion

The Township municipal water system expansion requires a new additional community supply well to supplement the existing three wells within the system. Brown Well Drilling has historically installed and preformed all maintenance on the current municipal wells, and Public Works is recommending approval of the well installation by Brown Drilling after competitive quoting the task.

The additional well has been identified as a need of the system since the 2010 Township Water Reliability Study and is recommended independent of the M-59 East Corridor water main extension. Brown Drilling has proposed a cost of \$211,000, yet many unknown anomalies may occur during the testing phase. Public Works is seeking a contingency, resulting in a total project approval of \$230,000.

The process will be initiated by drilling a pilot well to ensure the location of the aquifer for the supply. Two separate flow tests of 8-hour and 24-hour duration will ensure aquifer capacity for future demand. The complete process, including EGLE review and further permitting, will take up to one year to complete. The projected new well flow volumes will result in the highest volume well producing up to 800 GPM. The new municipal well project has been historically included in the current Water CIP and will be funded from the Water fund.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

Proposal Hartland Township Type 1 Well



Established 1927



7215 Highland Road (M-59)

Howell, Michigan 48843

(517) 546-0600

FAX (517) 546-3974

Hartland Township
Attn: Mark Sweatman
3626 Clark Road
Hartland, MI 48353

February 17, 2022

SENT VIA EMAIL: mark.sweatman@woodplc.com

Re: Hartland Township Type 1 Water Supply Well
Water Tower Site
Mark,

Brown Drilling Co., Inc. is pleased to provide the proposed costs for the referenced project.

MOBILIZATION 1

<u>Item</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Site Preparation</u>			
Labor, 2 Men and Equipment	7 Hr.	173.00	\$ 1,211.00
Material	1	600.00	<u>600.00</u>
	Subtotal (Site Preparation)		\$ 1,811.00
<u>Pilot Hole</u>			
Drilling 8.5" hole	270'	14.00	\$ 3,780.00
Bagged Formation Samples	54	3.50	189.00
Samples (5') Sieved	11	25.00	275.00
Elog (SP & SPR) & gamma log of open hole	1	4000.00	4,000.00
Standby Time	5 Hr.	100.00	500.00
Backfill Sand	48 Bgs.	35.00	1,680.00
Bentonite Grout Plant	1	250.00	250.00
Bentonite Slurry (Backfill)	30 Bgs.	35.00	1,050.00
Labor, 2 men to grout pilot boring	3 Hr.	173.00	<u>519.00</u>
	Subtotal (Pilot Hole)		\$ 12,243.00
<u>OW -1, 6.9" PVC Well</u>			
Drilling (11.5") borehole for 6.9" PVC Casing	270'	36.00	\$ 9,720.00
6.9" PVC Casing	240'	25.87	6,208.80
6" PS Screen	30'	180.07	5,402.10
Fittings and Adapter	1	300.00	300.00
Gravel Pack	65 Bgs.	35.00	2,275.00
Grout Plant for Neat Cement Grout	1	1200.00	1,200.00
Neat Cement Grout	120 Bgs.	35.00	4,200.00
Well Development	30 Hr.	285.00	8,550.00
Video Camera w/labor	1	1092.00	1,092.00
Chlorination	1	60.00	60.00
Locking Cap	1	250.00	250.00
Labor, 3 men, to install casing, gravel pack & grout	12 Hr.	285.00	<u>3,420.00</u>
	Subtotal (6.9" PVC Well)		\$ 42,677.90

<u>Item</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
<u>8 Hr. Aquifer Specific Capacity Test</u>			
Labor, 3 men, Install test pump and discharge line with flow meter and mob.	7 Hr.	285.00	\$ 1,995.00
Labor, 2 men and equipment set up for test	4 Hr.	173.00	692.00
Generator Base Charge	1	700.00	700.00
Generator for 8 Hr. Test	8	125.00	1,000.00
Level Probe Rental	1	720.00	720.00
Probe pickup and return	4 Hr.	75.00	300.00
Labor, 1 man, 8 hr. Test	10 Hr.	105.00	1,050.00
<u>Level Trolls will measure 12 hr. before test and recovery</u>			
Labor, 2 men, Remove test pump and discharge line	6 Hr.	200.00	<u>1,200.00</u>
Subtotal (8 H. Specific Cap. Test)			\$ 7,657.00

TOTAL FOR MOBILIZATION 1 ----- \$64,388.90

MOBILIZATION 2

<u>OW-2, 5" PVC</u>			
Drilling 8.5" hole for 5" SDR-17, PVC Casing	270'	14.00	\$ 3,780.00
5" SDR-17 PVC Casing	250'	20.82	5,205.00
5", 20 Slot Screen	20'	19.08	381.60
Fittings and Adapter	1	150.00	150.00
Gravel Pack	35 Bgs.	35.00	1,225.00
Grout Plant for Neat Cement Grout	1	1200.00	1,200.00
Neat Cement Grout, for sanitary seal	70 Bgs.	35.00	2,450.00
Labor, 3 men to grout OW-2	5 Hr.	285.00	1,425.00
Chlorination	1	60.00	60.00
Locking cap	1	150.00	150.00
Well Development	20 Hr.	285.00	<u>5,700.00</u>
Subtotal (OW-2 5" PVC Well)			\$ 21,726.60

<u>12" Test/Production Well</u>			
Mobilization and Misc. Material	1	2500.00	\$ 2,500.00
Drilling (17.5") borehole for 12 steel casing	270'	80.00	21,600.00
12" Black steel casing	231'	170.40	39,362.40
12" Rotary Shoe	1	891.01	891.01
10" PS, SS, Screen	40'	343.60	13,744.00
12" x 10" Packer	1	644.00	644.00
10" Black Steel Header	6'	148.04	888.24
Freight and Adapter	1	700.00	700.00
Grout Plant for Neat Cement Grout	1	1200.00	1,200.00
Neat Cement Grout	235 Bgs.	35.00	8,225.00
Labor, 3 men and equipment to install casing, Grout	18 Hr.	285.00	5,130.00
Screen Installation and Development	40 Hr.	285.00	11,400.00
Video Camera w/labor	1	1092.00	1,092.00
Locking Cap	1	300.00	300.00
Chlorination	1	80.00	<u>80.00</u>
Subtotal (12" Test/Production Well)			\$ 107,756.65

<u>Item</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
<u>8 Hr. Aquifer Specific Capacity Test</u>			
Labor, 3 men, Install test pump and discharge line with flow meter and mob.	8 Hr.	285.00	\$ 2,280.00
Labor, 2 men and equipment set up for test	4 Hr.	173.00	692.00
Generator Base Charge	1	700.00	700.00
Generator for 8 Hr. Test	8	125.00	1,000.00
Level Probe Rental	3	720.00	2,160.00
Probe pickup and return	4 Hr.	75.00	300.00
Labor, 1 man, conduct 8 hr. Test	10 Hr.	105.00	1,050.00
<i>Level Trolls will measure 12 hr. before test and recovery</i>			
Subtotal (8 H. Specific Cap. Test)			\$ 8,182.00
<u>24 Hr. Constant Rate Aquifer</u>			
Generator for 24 hour test	24 Hr.	125.00	\$ 3,000.00
Labor, 1 man, conduct 24 Hr. Test	28 Hr.	105.00	2,940.00
Labor, 3 men, Remove test pump and discharge line	6 Hr.	285.00	<u>1,710.00</u>
Subtotal (24 Hr. Constant Rate Test)			\$ 7,650.00
<u>Site Restoration</u>			
Labor, 2, men and equipment	8 Hr.	173.00	\$ 1,384.00
Material (Seed Etc.)	1	250.00	<u>250.00</u>
Subtotal (Site Restoration)			\$ 1,634.00

TOTAL FOR MOBILIZATION 2 ----- \$ 146,949.25

TOTAL FOR MOBILIZATION 1 & 2 ----- \$ 211,338.15

This is an estimate only. Billings will be for actual units used. We appreciate the opportunity to provide our services. If you have any questions, please contact us at 517-546-0600.

Thank you,

Brown Drilling Co., Inc.


Gary L. Sunderland

NOTICE TO PROCEED

To accept this estimate and to authorize us to proceed with the scope of work presented, please sign below, keep a copy for your records, and return a copy to our office:

By: _____

Date: _____

Title: _____

Co: _____

BID PROPOSAL FORM

TO: Wood Environment & Infrastructure Solutions, Inc.

FROM: Brown Drilling Co., Inc.
Hereinafter referred to as Contractor

The undersigned having examined the Request for Quotation, Specifications, Site Schematic for the proposed work (Work) at the **Hartland Township's (Village) Type I water supply well site located at the water tower** and having reviewed site conditions, the Township's requirements, and examined other conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and equipment to perform operations necessary to complete the Work as required by said specifications and drawings, for the stipulated sum of:

Two Hundred Eleven Thousand Three Hundred Thirty-Eight & 15/100

_____ DOLLARS (\$ 211,338.15)
(Written) (Numerical)

which shall be called the Base Bid. Said price to be subject to all of the terms of the Contract and to include all money allowances called for in the Lump Sum Price Schedule, and Request of Quotation Breakdown, and Specifications. Specifically, final Contractor invoice totals should be based on actual units incurred with cost corresponding to the unit pricing provided.

ADDENDA

The following addenda covering changes in the Work have been received during the bidding period. The Work described therein has been included in this proposal.

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

This Bid is submitted in the name of:

Brown Drilling Co., Inc.

_____ Complete legal name (Business)

By:



Address:

Business Representative and Title
7215 E. Highland Road

Howell, MI 48843

Telephone No.: 517-546-0600
Fax. No.: 517-546-3974
Federal ID No.: 38-1900939

Bid date this Eighteenth day of February 2022

Instructions: This form is to be submitted to **Wood Environment & Infrastructure Solutions** via email mark.sweatman@woodplc.com.

The Bid must list all subcontracted work and subcontractors that are the basis for the Base Bid. In addition, statements of qualifications for subcontractors and Contractor are to be provided. If needed, add additional pages and attachments.

Subcontracted Work Task:

Geophysical Logging
Elog (SP and SPR) and Gamma Log

Subcontractor:

Tritium, Inc.

LUMP SUM PRICE SCHEDULE AND REQUEST FOR QUOTATION BREAKDOWN

Submitted by: Brown Drilling Co., Inc.

Hartland Township reserves the right to delete or add work items during the term of this contract in accordance with the lump sum prices listed below. Contractor shall complete the following table. Additionally, the Contractor shall provide an estimated work schedule.

Hartland Township Water Tower Type I Water Supply Well Testing Bid Items First Mobilization			
Bid Item	Bid Unit	Unit Price	Bid Total
1) First mobilization / demobilization	Lump Sum/One Occurrence	\$ 0.00 /LS	\$
2) Pilot boring, geophysical logging, soil testing and test/production well screen design	Lump Sum/One Occurrence	\$ 12,243.00 /LS	\$
3) First observation well installation and development	Lump Sum/One Occurrence	\$ 42,677.90 /LS	\$
4) Short-term individual well aquifer testing (step test) and water level collection	<u>Lump Sum/One Occurrence</u>	\$ 7,657.00 /LS	\$
6) Soil erosion and sedimentation control and site restoration	<u>Lump Sum/One Occurrence</u>	\$ 1,811.00 /LS	\$
Mobilization 1 - Total Bid:			<u>\$ 64,388.90</u>

Hartland Township Water Tower Type I Water Supply Well Testing Bid Items Second Mobilization			
Bid Item	Bid Unit	Unit Price	Bid Total
1) Second mobilization / demobilization	Lump Sum/One Occurrence	\$ 2,500.00 /LS	\$ 2,500.00
2) Second observation well installation and development	Lump Sum/One Occurrence	\$ 21,726.60 /LS	\$ 21,726.60
3) Test/Production well installation and development	Lump Sum/One Occurrence	\$ 104,164.65 /LS	\$ 104,164.65
4) Baseline video inspection	Lump Sum/One Occurrence	\$ 1,092.00 /LS	\$ 1,092.00
5) Short-term individual well aquifer testing (step test) and Long-term aquifer testing and water level collection	<u>Lump Sum/One Occurrence</u>	\$ 15,832.00 /LS	\$ 15,832.00
6) Soil erosion and sedimentation control and site restoration	<u>Lump Sum/One Occurrence</u>	\$ 1,634.00 /LS	\$ 1,634.00

Mobilization 2 - Total Bid: \$ 146,949.25

Total Bid: \$ 211,338.15

The undersigned Contractor does hereby declare that the Contractor has the legal status indicated below by signing:

(Signature of Individual) Individual

(Signature of Partner) Co-partnership

Stanley Z Brown pres.
(Signature of Officer) Corporation Incorporated
Under the Laws of the
State of Mich

(Signature of Authorized Person) Doing Business Under
an Assumed Name

The names and addresses of all persons indicated as partners in this proposal are as follows:

Name:	Address:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The names and phone numbers of references (please provide a minimum of three):

Name:	Phone Number:
<u>Ken West (Roncelli, Inc.)</u>	<u>810-499-2147</u>
<u>Dave Janssen (Janssen Farms)</u>	<u>734-242-9610</u>
<u>Brian Smith (Gordon Food Services)</u>	<u>616-530-7000</u>
_____	_____

Please provide, on a separate sheet, a list of all assumptions and clarifications.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: 2022 Police Protection Discussion

Date: March 22, 2022

Recommended Action

No formal action requested at this time (informational purposes only)

Discussion

Manager West will present a conceptual cooperative police protection option for 2022 with the intent of receiving Township Board feedback. No formal decision is being requested at this time, but rather an opportunity to inform the Township Board of current discussions with community partners.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Hartland Deerfield Fire Authority CIP Discussion

Date: March 14, 2022

Recommended Action

Township Board to provide feedback to Township Manager and HDFA Chief regarding the capital improvement plan projections for fire stations

Discussion

The HDFA is exploring a potential \$3.5M expansion to Fire Station 61 in the next five years. The HDFA continues to grow and has included provisions in their proposed facilities CIP to reflect said growth. The Township Manager and Fire Chief are seeking direction regarding a proposed expansion to Fire Station 61 to facilitate future needs of the HDFA.

If the Township Board supports a substantial expansion in the future, many of the current CIP projects will be incorporated in the future expansion rather than itemized in the current CIP. If the Township Board does not support the feasibility of a substantial expansion, the approved CIP will stand and be carried out.

Fire Chief Adam Carroll will present the feasibility to the Township Board for feedback regarding the future of Fire Station 61 improvements.

Attachments

Fire CIP



FIRE AUTHORITY CIP

2021-2025

Funding Source	Actual FY 20-21	Proposed FY 21-22	Proposed FY 22-23	Proposed FY 23-24	Proposed FY 24-25	Future TBD
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Fire Fund

Station 61 replacement roof	206	\$ 48,950					
Station 61 drain repair	206			\$ 6,500			
Station 62 interior light replacement project	206			\$ 5,500			
Lexipol Policy & Training Program (ARPA request)	206			\$ 25,250			
Radiont Heater replacement	206			\$ 3,500	\$ 3,500		\$ 3,500
Station 61 carpet replacement	206			\$ 12,000			
Station 61 parking lot replacement	206			\$ 140,000			
Station 61 addition/remod design/engineering	206			\$ 20,000			
Tornado Sirens per new siren	206			\$ 20,000		\$ 20,000	\$ 20,000
Station 62 parking lot sealcoating	206			\$ 40,000			
Station 62 water softener	206			\$ 4,000			
Station 62 exhaust removal system repair/update	206				\$ 10,000		
Station 62 interior remodel	206					\$ 40,000	
Station 62 HVAC replacement unit	206						\$ 10,000
Station 62 replacement roof	206						\$ 45,000
Station 61 addition/remod (\$3.8M)	206						Explore Financing
Station 64 without property (\$2.9M)	206						Explore Financing

Beginning Cash Balance	206	\$ 1,289,455	\$ 1,371,775	\$ 1,689,705	\$ 1,762,297	\$ 2,051,453	\$ 2,270,013
Annual Expenses excluding Capital Projects	206	\$ 1,221,619	\$ 1,259,543	\$ 1,316,995	\$ 1,356,123	\$ 1,396,807	\$ 1,438,711
Total Cash Balance before CIP	206	\$ 67,836	\$ 112,232	\$ 372,710	\$ 406,174	\$ 654,646	\$ 831,302
Total Project Costs	206	\$ 48,950	\$ -	\$ 276,750	\$ 13,500	\$ 60,000	\$ 78,500
Cash Balance after CIP (goal of \$100K Min.)	206	\$ 18,886	\$ 112,232	\$ 95,960	\$ 392,674	\$ 594,646	\$ 752,802
Annual Taxes & Revenues designated for Fire	206	\$ 1,352,889	\$ 1,577,473	\$ 1,666,337	\$ 1,658,779	\$ 1,675,367	\$ 1,692,120
EOY Cash Balance:	206	\$ 1,371,775	\$ 1,689,705	\$ 1,762,297	\$ 2,051,453	\$ 2,270,013	\$ 2,444,923