



Planning Commission

Larry Fox, Chairperson	Summer L. McMullen, Trustee
Michael Mitchell, Vice-Chairperson	Sue Grissim, Commissioner
Tom Murphy, Secretary	Jim Mayer, Commissioner
	Matthew Eckman, Commissioner

Planning Commission Meeting Agenda
Hartland Township Hall
Thursday, September 24, 2026
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of Meeting Minutes
 - a. Planning Commission Meeting Minutes of September 10, 2026
6. Call to Public
7. Old and New Business
 - a. Site Plan Application #26-009 – Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement
8. Call to Public
9. Planner's Report
10. Committee Reports
11. Adjournment

HARTLAND TOWNSHIP PLANNING COMMISSION **DRAFT** MEETING MINUTES

SEPTEMBER 10, 2026– 7:00 PM

1. **Call to Order:** Chair Fox called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Eckman, Fox, Grissim, Mayer, McMullen, Mitchell, & Murphy
Absent – None
4. **Approval of the Meeting Agenda:**
Commissioner Eckman offered a Motion to approve the September 10, 2026, Planning Commission Meeting Agenda. Seconded by Commissioner Mitchell. Motion carried unanimously.
5. **Approval of Meeting Minutes:**
 - a. Planning Commission Meeting Minutes of August 13, 2026. Commissioner Grissim offered a Motion to approve the Planning Commission Meeting Minutes of August 13, 2026. Seconded by Commissioner Mayer. Motion carried unanimously.
6. **Call to the Public:**
None
7. **Public Hearing**
 - a. Site Plan Application Site Plan with Special Land Use Application #26-006 - Request to construct a two family dwelling in the Village of Hartland (Avon Street)

Chair Fox explained the process and opened the Public Hearing at 7:03 PM stating all public notice requirements have been met.

Director Langer stated the following:

- Gave an overview of the location and scope of the project.
- Located in the Village of Hartland near the intersection of Crouse Road and Avon Street.
- Zoned LI (Limited Commercial); two family dwellings units are permitted in this zoning district by Special Use Permit.
- Applicant would like to construct a duplex or two family dwelling unit on vacant land located on Avon Street in the Village of Hartland.
- Special Use Permit requires a public hearing with a recommendation from the Planning Commission. The application will then be heard by the Township Board for a final decision.

Kelly Summerfield of Creative Design and Construction, representing the Applicant, Paul Mika, stated the Special Use of the two family dwelling is in character with the other uses in that area. They could also be used as professional offices in the future.

Chair Fox mentioned a communication was received from Carrie Jellison, CPA.

Call to Public:

- Gary Cornillaud, owner of 3508 Avon and past owner of the subject property; offered some corrections to the staff memorandum and expressed concern regarding grading, drainage and setbacks.
- David Schneider, representing his mother's estate at 3515 Washington; expressed similar concerns regarding grading, drainage and setbacks.
- Kathryn Savla, 3546 Mill; expressed concern about increased traffic and maintaining the Village aesthetic.
- Brian Schneider, former resident at 3515 Washington; feels it should be an office or business use rather than residential and concerned about the duplexes not being occupied by the property owners.

Chair Fox closed the Public Hearing at 7:22 PM.

Discussion

Chair Fox referred to the staff review letter dated September 3, 2026.

SPECIAL LAND USE REVIEW – General Standards

Chair Fox mentioned the Planning Department believes the proposed use can and will meet the criteria listed for the special land use request; and the applicant has provided written responses to the special land use general standards in his email dated August 13, 2026.

The Planning Commission offered no comments.

SPECIAL LAND USE REVIEW – Applicable Site standards

Chair Fox commented the proposed multiple family structure has two (2) dwelling units. Each dwelling unit is approximately 978 square feet in area (useable living area) and has two (2) bedrooms. Each dwelling unit complies with Section 3.24.10. for the required minimum floor area of 850 square feet.

The Planning Commission offered no comments.

SITE PLAN REVIEW – Applicable Site Standards

Dimensional Requirements (LC- Limited Commercial; Section 3.1.12)

Director Langer stated standard found in Section 3.1.12. E. states "Same as existing lots or existing building if re-use," with no specific dimensions; thus, staff views the 0.227-acre lot size area in comparison to the surrounding properties and views it as compliant.

Commissioner Mayer asked about the side setback to the south. Director Langer explained the aerial view issues with lines on the map; continued stating the site plan indicated the setback for this structure would be five (5) feet. Chair Fox stated this parcel is already in existence; it is not a newly created parcel so this standard may not apply to this situation. Director Langer concurred.

Building Setbacks (Sec. 3.1.12.E.)

Director Langer reviewed the setback table.

Commissioner Murphy asked the Planning Commission for their opinion on two neighbors sharing essentially one driveway approximately twenty-one (21) feet wide. The Planning Commission felt that width is standard for a duplex use and acceptable. The Planning Commission briefly discussed parking in the area.

Architecture in the LC District (Sec. 3.20)

Chair Fox stated the standard stated that buildings shall possess architectural variety but enhance the overall cohesiveness and historic settlement character. They are using Hardie board and batten products.

The Planning Commission offered no comments.

Side Setback (Sec. 3.24.11.)

Director Langer stated the following:

- Standard refers to how the lots abut stating “15-foot side setback where walls of structures face interior side lot lines and contain windows or other openings.”
- South lot is a corner lot so the Planning Commission may or may not consider it a side yard; the Planning Commission may also decide if that is considered an interior lot line.
- Also mentions windows or other openings.
- Proposed on the north and south sides of each unit are sliding glass doors with patios.

The Planning Commission discussed the definition of interior side lot line, how they should apply this standard, if they should use the LC Limited Commercial setbacks for this property, or if they should prohibit a sliding door or window on the north façade.

Planning Commission suggested if the structure cannot be shifted south to meet the fifteen (15) foot setback on the north side and the south patio reduced in size, then the door opening on the north façade must be removed; or the Applicant can go to the Zoning Board of Appeals and seek a variance.

The Applicant stated he would work with staff and discuss it with Mr. Mika.

Commissioner Eckman stated the drainage is regulated by the Livingston County Drain Commissioner’s office. The Planning Commission has neither the authority nor the expertise to manage the project.

Director Langer addressed the comments requesting a grading plan stating that typically a grading plan is not required for single family or duplex new construction; a site plan is required. Commissioner Mayer stated now that the Applicant is well aware of the concerns of the neighboring properties, he hopes the Applicant will address those concerns; if the neighbors have additional concerns, they should speak to the Livingston County Drain Commission.

Director Langer stated this project will not be submitted to the Township Engineer as that process is for commercial projects only, not single family or duplex residential properties. If it were a

commercial project, the likelihood of runoff and increased water drainage could be greater than this use.

Chair Fox stated it will have far less traffic than an office use. Director Langer concurred.

Chair Fox addressed a concern for the written communication about parking stating this property can park up to six (6) vehicles; parking should not be a problem. Commissioner Grissim also mentioned residential traffic and parking occur at opposite times of the day as a commercial use.

Commissioner Mitchell asked to confirm if the septic field has been removed. The Applicant stated he feels it has not as the grade is slightly raised in that location.

Commissioner Mayer stated he visited the site earlier around 4:20PM and counted no less than seventeen available parking spaces at that time and does not believe parking will be an issue.

Commissioner Murphy asked the Applicant to label the width of the driveway as twenty-one (21) feet. The Applicant agreed.

Commissioner Eckman offered the following Motion:

Move to recommend approval of Special Land Use Permit and approve Site Plan Application #26-006, proposed two family dwelling on a vacant lot on Avon Street (Tax Parcel ID #4708-16-101-125) as stated in the staff memorandum dated September 3, 2026.

The recommendation for approval is based on the following findings:

- 1. The proposed special land use, two family dwelling, meets the intent and purposes of the Ordinance as well as the specific standards outlined in Section 6.6 (Special Uses).**
- 2. The proposed special land use is permitted in the LC (Limited Commercial) zoning district, as outlined in Section 3.1.12.D.i., and the proposed use is compatible with the existing uses in the vicinity.**
- 3. The proposed use will be served by private well (water) and municipal sanitary sewer, by existing essential facilities and public services, and the Hartland Deerfield Fire Authority has no objection.**
- 4. The proposed multiple family structure (duplex) meets the minimum requirements for usable floor area in each dwelling unit.**
- 5. The proposed use will not create additional requirements at public cost for public facilities as the proposed site will be served by a private well (water) and municipal sanitary sewer.**

Approval is subject to the following conditions:

- 1. The proposed special land use, two family dwelling, is subject to approval by the Township Board.**

2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, September 3, 2026, on the plans submitted with a land use permit application, subject to an administrative review by the Planning staff prior to the issuance of a land use permit.
3. A land use permit is required after approval of the Site Plan and Special Land Use Permit.
4. The proposed use shall be served by municipal sanitary sewer.
5. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant (SDA), Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
6. If the structure cannot be shifted south to meet the fifteen (15) foot setback on the north side, then the door opening on the north façade must be removed; or the Applicant can seek a variance from the Zoning Board of Appeals.

Seconded by Commissioner Grissim. Motion carried unanimously.

8. **Call to the Public:**

None

9. **Planner Report:**

None

10. **Committee Reports:**

None

11. **Adjournment:**

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously. The meeting was adjourned at approximately 8:07 PM.

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan Application #26-009 – Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement

Date: September 17, 2026

Recommended Action

Move to recommend approval of Site Plan Application #26-009, for the Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement, as outlined in the staff memorandum dated September 17, 2026.

The recommendation for approval is based on the following findings:

1. The Planning Commission has determined the proposed amendment provides clarification for the on-going maintenance of the private roads in the development.
2. The Planning Commission has determined the proposed amendment to remove the limitation on the number of drive-through establishments provides flexibility for existing and future businesses in the development.
3. The Planning Commission has determined the proposed amendments to allow additional ground signs, make improvements to existing ground signs, and amend the wall sign standards improves the visibility for existing and future businesses in the development.
4. The Planning Commission has determined the amendment to update the lighting standards to add LED light pole heads will be a benefit to the PD and the Township.
5. The Planning Commission has determined the proposed landscape modifications and enhancements to certain landscaping areas will be a benefit to the development as well as for existing and future businesses.
6. The Planning Commission has determined the proposed amendment to allow for additional permitted uses by right provides flexibility for existing and future businesses in the development.
7. The Planning Commission has determined the proposed modifications in the façade material products for the buildings will allow for flexibility for future businesses.
8. The Planning Commission has determined the proposed modifications to the building height limitations will allow for flexibility for future businesses.
9. The Planning Commission has determined the proposal to modify the hours of delivery in the development will be of benefit to the businesses and the community.
10. Approval of the PD amendment language shall be subject to approval of the Township Attorney.

Approval is subject to the following conditions:

1. The proposed Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement is subject to approval by the Township Board.
2. The proposed landscape plan for the roundabout and clock tower areas (Sheet L-C.1) shall be considered a site plan amendment to the previously approved landscape plans for the entire Planned Development and shall not be part of the Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement.
3. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, September 17, 2026, prior to recording the Planned Development documents.
4. The proposed Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement shall be in a recordable format and shall comply with the requirements of the Township Attorney.
5. (Any other conditions the Planning Commission deems necessary).

Discussion

Applicant: Hartland Towne Square LLC

Site Description

The Hartland Towne Square Planned Development (PD) is located north of Highland Road (M-59) and west of Clark Road in Section 21 of Hartland Township. The entire commercial development is approximately 84.59 acres in size and is comprised of multiple parcels (see Exhibit A – Land). Hartland Towne Square PD is zoned Planned Development (PD) and was approved in 2008.

Request

The original version of the 8th Amendment to the Hartland Towne Square Planned Development and Pattern Book was submitted as a request to the Township in 2019. The Planning Commission recommended approval of the amendment on August 22, 2019. The Township Board approved the 8th Amendment on September 17, 2019. The 8th Amendment, however, was not recorded. Additional information on the original 8th Amendment is discussed in another section of this memorandum.

The new owner of Hartland Towne Square PD, Hartland Towne Square, LLC ("HTS"), is requesting to restate and amend the eighth (8th) amendment to the Hartland Towne Square Planned Development Agreement. The applicant intends to present a document that touches on some of the elements of the original 8th Amendment from 2019 and amend the Planned Development Agreement for other items, adding new language and provisions. The general categories covered in the proposed amendment include internal traffic circulation, on-going road maintenance, drive-through service establishments, signage, uses permitted by right, façade materials, maximum building height, LED lights, and hours of delivery.

Additionally, landscape modifications are requested for several existing landscape areas for the selective removal of mature conifer trees which are to be replaced with a juniper shrub species, as outlined in Exhibit G of the PD Amendment. These areas are generally located along the roadside boundaries of an outlot and in common areas. This topic is incorporated into the Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement.

A separate aspect of the current application is a request by the applicant to amend the approved landscape plans for Hartland Towne Square for two (2) specific areas. This request is not part of the proposed 8th Amendment to the PD Agreement. The applicant has submitted a proposed landscape plan for the landscape areas associated with the roundabout/traffic circle and clock tower. Modifications are proposed to the current landscape/planting schemes with the removal of some existing plants and the inclusion of new plant materials. The Planning Commission will review the proposed landscape plan as an amendment to the previously approved plans and make a decision. The landscape plan is labeled as sheet L-1.C.

Overview and Background Information

The Hartland Towne Square Planned Development was approved by the Township on March 18, 2008, under SP #429F. The approved plans for the PD include the Planned Development Agreement (the “Agreement”), the Pattern Book for Hartland Towne Square (site design standards), and the Final Plan (detailed site and landscape plans). Together these documents provide the development standards for Hartland Towne Square PD. Seven (7) amendments to the PD have occurred between 2008 and 2019 as outlined below:

1st Amendment

The first amendment to the PD was approved on July 1, 2008. The Agreement, Final Plan (Amended Final Plan, dated June 18, 2008), and Pattern Book (Rev. NO. 3 dated June 18, 2008) were updated in conjunction with the construction of Meijer’s.

2nd Amendment

The second amendment to the PD was approved on August 6, 2008, which facilitated the granting of certain alternate access easements within the PD site. The second amendment did not require changes to the previously approved site plans (Amended Final Plan) or Pattern Book.

3rd Amendment

On January 20, 2009, the third amendment to the PD Agreement was approved. The text of Paragraph 21 of the PD Agreement (Integration) was amended to establish the required signatories of any amendment to the PD Agreement. Changes to the Amended Final Plan and Pattern Book were not required.

4th Amendment

The fourth amendment was approved on March 30, 2009, which amended the text of Paragraph 14.3 of the Agreement as it related to the newly configured Hartland Road and the granting of the Highway Easement to the Livingston County Road Commission. Changes to the Amended Final Plan and Pattern Book were not required.

5th Amendment

On August 4, 2010, the fifth amendment was approved. The text of Paragraph 2 (Intent) and Section 6.6.4 (Signs) were amended to provide for the incorporation of approved amendments to the Agreement into the Final Plan and to provide for the relocation of and replacement of a directional sign to direct traffic to businesses on Rovey Drive. Drawings of the directional sign and revised site plans showing the location of the sign are incorporated into the fifth amendment document and as part of Sign Application #715. The Amended Final Plan and Pattern Book were not formally amended.

6th Amendment

On February 7, 2017, the Township Board approved the sixth amendment, which amended the wall sign standards as outlined in the Hartland RAMCO Planned Development Agreement (Section 6.6.3) and Hartland Towne Square Pattern Book (Page 28), under Site Plan Application #439A. This amendment was

in conjunction with the Emagine Theatre project in Hartland Towne Square which was reviewed and approved under SP #544 in 2017.

7th Amendment

On March 5, 2019, the Township Board approved the seventh amendment which allowed for an additional drive-through restaurant. Previously, drive-through service was permitted for up to seven establishments, with two allotted for restaurants. The seventh amendment allows drive-through service for up to eight establishments, with three allotted for restaurants. The amendment was in conjunction with the request for the construction of a Panda Express restaurant with drive-through service. Panda Express was approved under Site Plan Application #19-002. This amendment was not recorded.

8th Amendment

On September 19, 2019, the Township Board approved the request to amend the Planned Development (PD) Agreement and Pattern Book for the Hartland Towne Square PD as the 8th Amendment. This request was initiated by the Planning Department to address several concerns in the planned development that had come to staff's attention via several parties.

The 8th Amendment established guidelines for the on-going maintenance of private roads withing the development; allowed for improvements to the existing development monument sign at the corner of Hartland Road and Highland Road (west side); allowed for two (2) additional ground signs along Highland Road, each with two (2) sign panels; allowed selective tree removals along the berm on Highland Road (near Culver's restaurant); adjusted the lighting standards for parking lot lighting (light pole style); and eliminated the restriction on the number of drive-through establishments. The 8th Amendment was not recorded. A copy of the staff memorandum for the 2019 8th Amendment is provided as an attachment as well as the 8th Amendment to the PD Agreement with exhibits.

As an update, the two (2) additional ground signs approved in 2019 have been installed on Highland Road. One ground sign is located on the west side of the entrance drive for Belle Tire and Tim Horton's/Cold Stone Creamery. The second ground sign is located west of the entrance drive to Culver's restaurant. Trees were selectively removed along the berm in front of Culver's restaurant along Highland Road.

Improvements to the existing development monument sign at the corner of Hartland Road and Highland Road (west side of Hartland Road) were not made, thus the original monument sign is still in place in that location. Currently the monument sign includes a sign panel for Emagine (Theatre) and a sign panel for Meijer.

Other History

Currently, Hartland Towne Square includes the following businesses: Meijer's, Taco Bell, Belle Tire, Tim Horton's/Cold Stone Creamery, Culver's, Emagine Theatre, Panda Express, and Buffalo Wild Wings. In addition to those businesses, an approximate 7,980 square foot multi-tenant building with one (1) drive through window was approved by the Planning Commission in 2021 under SP #21-014. The building is located at the intersection of Hartland Square Drive and Highland Road. This building has four (4) tenant suites with the current tenants being Starbucks, AT&T, Wing Snob, and Athletico.

Site Plan Application #26-005 (Chipotle Restaurant)

On April 23, 2026, the Planning Commission reviewed Site Plan Application #26-005, which is a request to construct an approximate 2,385 square foot restaurant (Chipotle) with dining-in option and one (1) pick-up window, for pick-up service only. Construction has not commenced as of the date of this memorandum.

Approval Procedure

The proposed 8th amendment to the PD Agreement requires the Planning Commission to make a recommendation to the Township Board and the Township Board has final approval.

The additional request to approve the proposed landscape plans for the roundabout and clock tower areas, is considered an amendment to an approved site plan. This request will be reviewed by the Planning Commission as part of this application, who will make a final decision on the proposed landscape plans.

Summary of the Request – 8th Amendment to the PD Agreement

The request is to restate and amend the Planned Development Agreement for Hartland Towne Square. The document is entitled the Amended and Restated Eighth Amendment to Planned Development Agreement. As the new owner of Hartland Towne Square PD, the applicant (HTS) is proposing to restate some components from the previous 8th Amendment from 2019 with some updated language. Additional modifications are proposed for several existing sections of the PD Agreement which the applicant feels are necessary to benefit the existing and future businesses in the development.

Several exhibits were submitted by the applicant as part of the PD Agreement, which may be referred to in this section of the memorandum. Discussion on some of the exhibits is provided in other sections of this memorandum. The exhibit list is as follows:

- Exhibit A: “Land”
- Exhibit B: “Purchased Property”
- Exhibit C: “Existing Development Sign Improvements”
- Exhibit D: “New Ground Signs”
- Exhibit E: “New Development Signs”
- Exhibit F: “LED Lights”
- Exhibit G: “Landscape Modifications”
- Exhibit H: “Current Site Plan”
- Exhibit I: “New Sign Map”

Other documents are provided for informational purposes only, such as several comparison charts with signage information. Historical documents for the Hartland Towne Square PD are also provided as attachments for reference.

Amended and Restated Eighth Amendment to Planned Development Agreement.

There are several components to the proposed amendment which are briefly summarized below by topic, with references to the page number and letter designation in the document as applicable. Please refer to the exhibits as applicable for a better understanding of some of the topics discussed here.

Recitals: E (Page 2 of the Agreement)

This paragraph presents information on the Planned Development regarding total area of the PD and combined total building square footage when completed. It further notes that a majority of the square footage has little or no major road frontage visibly, necessitating the need for additional signage along road frontage to allow patrons of the development to safely identify the occupants in the development and avoid issues of public safety.

Paragraph 6.2 of the Agreement (Internal Traffic Circulation) – (#2 and #3 on Page 2 of the Agreement)

Hartland Towne Square PD currently has two (2) private roads, internal to the PD; Rovey Drive and Hartland Square Drive. Several parcels/businesses within the PD have access along the private roads. As

parcels have developed in the PD, several land divisions also occurred, whereby the right-of-way area for Hartland Square Drive and Rovey Drive appeared to be exempted from the ownership of the adjacent parcels. This presented potential future concerns with the ownership and maintenance of both Hartland Square Drive and Rovey Drive and was discussed in 2019. The 8th Amendment from 2019 provided proposed language to address this concern.

Under the current Amended and Reinstated 8th Amendment proposal, Paragraph 6.2 of the PD Agreement is essentially the same as the previous 8th Amendment but is amended to state the name of the current owner (HTS) in place of the former owner (RAMCO).

In the current version, language is provided that addresses the ongoing maintenance of the roads, including repair, replacement, and reconstruction of the roads in the development.

Paragraph 3.1.16 of the Agreement (Drive Through Service) – (#4 on Page 2 & #5 on Page 3 of the Agreement)

Previously, drive-through service was permitted for up to seven (7) establishments, with two allotted for restaurants. The 7th Amendment allowed drive-through service for up to eight (8) establishments, with three (3) allotted for restaurants. The amendment was in conjunction with the request for the construction of a Panda Express restaurant with drive-through service. The project was approved under Site Plan Application #19-002. This amendment has not been recorded.

The 8th Amendment from 2019 provided language to eliminate the restrictions on the number of drive through establishments.

The proposed Amended and Reinstated 8th Amendment to the PD Agreement states that drive through service shall be permitted in all parts of the development including but limited to all the outlots, portions marked “Retail” sections and portions marked “Major(s)”. This paragraph further states that “any drive through service currently existing in the development and/or previously approved by the Township (prior to the date of the Reinstated 8th Amendment) shall be deemed permitted (along with any restoration, repair, and/or replacement) and in compliance with previous sentence and terms of this Agreement.” This amended language eliminates the restrictions on the number of drive through establishments.

Sign Program Overview for Monument/Ground Signs

The applicant is proposing a sign program in the proposed 8th Amendment to the PD Agreement that includes new or revised standards for monument/ground signs, as amendments to the sign standards outlined in the original and revised PD Agreement and Pattern Book. The sign program includes proposed modifications to existing monument signs. Additional monument signs are also proposed with the intent to provide better wayfinding for the businesses in the development that do not have frontage on roads such as Highland Road, Clark Road, or Rovey Drive.

The modifications to the ground signs are outlined in the proposed 8th Amendment to the PD Agreement and are represented on several sign exhibits. The exhibits are part of the proposed 8th Amendment to the PD Agreement and will be recorded as part of that document.

Staff has provided a summary of the sign improvements in the next section. The applicant has provided a separate summary, in chart format, regarding the dimensions of each sign (height) and number of sign panels, for the existing sign and proposed or modified monument sign. Please refer to the sign exhibits as applicable for the sign design and technical information on each sign. Exhibit I (New Sign Map) shows the sign locations.

Per the sign drawings, the proposed building materials and general sign design for each monument sign are to generally match the original sign drawings from the 2008 Pattern Book (precast concrete, precast stone cap, precast sill, and brick base). Also, it should be noted that the sign panel configurations as shown on the monument sign drawings may be subject to change, regarding the number and size of sign panels.

Existing Development Sign Improvements (Exhibit C) – (#6 on Page 3 of the Agreement)

This section states that HTS (or their designees, successors or assigns) shall have the right to remodel, modify, and/or reconstruct two (2) existing monument signs. The proposed sign improvement drawings are found in Exhibit C (Existing Development Sign Improvements). Exhibit I (New Sign Map) shows the sign locations. Following is a discussion of the signs.

Exhibit C – Sign Drawings

Sign #2 (Water Feature Monument Sign)

The existing water feature monument sign was approved on January 13, 2010, under Sign Permit #7930 (Water Feature Monument Sign B). Currently there are six (6) sign panels. This sign is south of Buffalo Wild Wings and generally faces Highland Road at an angle. The sign includes several elements such as a waterfall, pond, and landscaped areas around the pond and sign. The water feature monument sign is labeled as Sign #2 on the sign drawings and New Sign Map (Exhibit I).

The proposed modifications to the water feature monument sign include extensions to each side of the existing sign, which provide more sign panels (10 sign panels shown). Additional brick will be added to the top of the existing sign structure at each end of the structure. Other architectural elements are to be added as well. The overall width of the modified monument sign is approximately 32'-8" and a height of ten (10) feet (same height as existing).

Sign #4 (Entry Monument Sign)

The existing monument sign at the intersection of Highland Road and Hartland Road (west side of Hartland Road) has two (2) sign panels with one sign panel for Emagine and one for Meijer. For reference, this sign is located east of the 4-tenant building that includes Starbucks Coffee and is intended to be a development entry sign.

Sign #4 is a new entry monument sign that is to replace the existing monument sign in approximately the same location. The proposed sign has seven (7) sign panels, and the overall sign height (base and sign panels) is 9'-8", as measured from the bottom of the sign base to the top of the sign structure. The current sign is seven (7) feet in height.

Please refer to the sign drawings in Exhibit C and the applicant's sign chart for additional technical information. The following chart provides information regarding the width of each sign, for the current and proposed signs. The width is measured to the outside dimensions of the sign structure, at the base of the sign.

Exhibit C: Existing Development Sign Improvements

Sign Location/ Sign Number	Current Sign Width	Proposed Sign Width
Water feature monument sign Sign #2	19' wide	32'-8" wide
Hartland Rd. & Highland Rd. Sign #4	9' wide	20'-0" wide

New Ground Signs (Exhibit D) – (#7 on Page 3 of the Agreement)

This section states that in addition to ground signage as currently permitted for all outlots in the development, HTS (or their designees, successors or assigns) shall have the right to construct additional ground signage for the following or any building constructed in replacement thereof, for several building designations as listed in this section. Exhibit H (Current Site Plan) has the building designations referenced in this section of the PD Agreement (#7 on page 3 of the Agreement). Exhibit I (New Sign Map) shows the proposed ground signs (Signs #1, #3, and #7).

The proposed ground sign drawings are found in Exhibit D (New Ground Signs). The signs are numbered on Exhibit D to match the number designation on the New Sign Map (Exhibit I).

Exhibit D – Sign Drawings

Sign #1 (Hartland Road for Major A)

This sign is to be dedicated to the Major A site which is directly west of Meijer. The sign is on the north side of Hartland Road and provides two (2) sign panels. The overall sign height is 9'-4" as measured from the base to the top of the structure, per the sign drawing.

Sign #3 Hartland Road and Rovey Drive (north side of Rovey Drive)

Sign #3 has six (6) sign panels and is intended to serve the tenants in a multi-tenant building labeled as Major C, plus the end unit labeled as Retail E. Major C and Retail E are on the east side of Hartland Road and south of Meijer. The overall sign height is 9'-4" per the sign drawings.

Sign #7 (South side of Hartland Road for Building F)

Two (2) sign panels are shown for Sign #7 which will serve Building F. Building F is south of Hartland Road, south of Meijer, and north of Emagine Theatre. The overall sign height is 9'-4" per the sign drawing.

New Development Signs (Exhibit E) – (#8 on Page 3 of the Agreement)

Two (2) new monument signs are proposed on the eastern end of Hartland Towne Square PD. The sign drawings are found in Exhibit E (New Development Signs).

Sign #5 is at the corner of Highland Road and Clark Road. Sign #6 is at the northwest corner of Clark Road and Rovey Drive. In this section of the Agreement, it states that if the location of the New Ground Sign or New Development Sign needs to be modified due to utility locations or otherwise, HTS is permitted to reasonable modification of such locations (subject to the written consent of the Township Planning Director, such consent shall not be unreasonably withheld, conditioned or delayed).

Exhibit E – Sign Drawings

Sign #5 (M-59 and Clark Road/Outlot #17)

This sign is to provide a sign panel for Outlot #17 which is the undeveloped outlot at the corner at M-59 and Clark Road, east of Culver's. The sign drawing displays Meijer and fuel pricing for an automobile fueling station. Six (6) additional sign panels are shown on the sign. These are to be dedicated to businesses located within the Hartland Towne Square development, which are not visible from Highland Road, Clark Road, or Rovey Drive. The overall height of the sign is ten (10) feet per the sign drawing.

Sign #6 (North side of Rovey Drive at Clark Road)

Sign #6 is intended to serve as a directional sign and provide signage for businesses in the interior of the Hartland Towne Square development, that are not visible from Highland Road, Rovey Drive, or Clark Road. Two (2) sign panels are shown. The overall sign height is 9'-4" per the sign drawing (as measured from bottom of the sign base to top of the sign structure).

LED Lights (Exhibit F) – (#9 on Page 4 of the Agreement)

A specification sheet for an LED light pole head is provided for the light pole fixtures in the parking areas within the development (Exhibit F). This is consistent with the prior 8th Amendment, as an update to the style of the light fixtures what were in the original Pattern Book from 2008. The light pole head and poles are stated to be a black finish.

Landscape Modifications (Exhibit G) – (#10 on Page 4 of the Agreement)

The intention of this section is to allow the selective removal of mature conifer trees as indicated for the areas labeled as Areas A through H in Exhibit G. Staff is under the assumption that the original landscaping was installed sometime after 2008 and the trees have matured in size and height. Generally, Areas A through H are located along Hartland Road within the development and are adjacent to outlots or are found in common areas in the development. Area H is at the southeast corner of the outlot at Highland Road and Clark Road (Outlot #17 on Exhibit H – Current Site Plan).

The applicant intends to address the timing of the tree removals on a case-by-case basis. The removals may occur as part of the development plan for an outlot in the future or may occur prior to that. A landscape plan for the proposed tree removals is provided for each area (Areas A-H). Exhibit G notes that juniper shrubs will be planted in place of the removed conifer tree. Staff assumes the intent is to replace each conifer tree with a juniper shrub, on a one-to-one basis.

For future improvement/landscape projects in the planned development, such as the development of an outlot, a site plan application is required as an amendment to a previously approved site/landscape plan. The Planning Commission will review the site and landscape plans and will make the final decision.

Current Site Plan (Exhibit H) – (#11 on Page 4 of the Agreement)

Exhibit H (Current Site Plan) is an updated development plan, which shows current businesses and proposed development areas. The original 2008 development plan for Hartland Towne Square was a conceptual plan and was intended to be a guide for future development, as is the intent of the Current Site Plan. Existing businesses are shown on the plan as well as the remaining outlots to be developed.

Paragraph 3 of the Agreement (Permitted Uses, Limitations, and Prohibited Uses) – (#12-#16 on Pages 4 & 5 of the Agreement)

Paragraph 3 in the original PD Agreement outlines the Permitted Uses, Limitations and Prohibited Uses for the Planned Development. The applicant is proposing to modify the original list of such uses and limitations as outlined in this section. The intent is to expand or modify the list of permitted uses, and have the uses be permitted by right, and avoid having a specific use be considered a special land use.

Per Paragraph 3.1.27 in the proposed 8th Amendment to the PD Agreement, “any use otherwise permitted under the General Commercial (GC) zoning district (or reasonable equivalent replacement thereof where such no longer exists), is subject to the approval by the Township Planning Commission or other Township department or official with authority to approve”.

Paragraph 3 (Permitted Uses, Limitations, and Prohibited Uses) from the original PD Agreement is provided as an attachment, which provides background information on the current standards.

Modifications to the Façade Materials on Buildings – (#17 & #18 on Page 5 of the Agreement)

Architectural standards and building/façade material standards are outlined in the original PD Agreement (Section 6.- Site Design Standards) and in the Pattern Book. Per those standards there is a requirement for brick to be natural clay, clay brick, or standard size brick, as the building materials for commercial buildings

in an outlot. A minimum of forty percent (40%) of the façade materials (per elevation) is to be natural clay brick (standard size), for buildings in any outlot.

Per the original Pattern Book, utility masonry brick, cultured stone, accent brick, Concrete Masonry Unit (CMU), and precast stone are allowed for all major and retail buildings with the development areas designated as Area A, B, C, and D on the original 2008 PD Development Plan. These areas include the larger commercial lots and buildings such as Meijer; the lot west of Meijer; the area where Emagine Theater is located; and the area south and east of Meijer. Attachments from the 2008 Pattern Book and the 2008 PD Agreement are provided which outline the architectural standards for the planned development.

The proposed language states the Township will also permit the use of C-Brick, Quik Brick, or similar products (in size, construction, and quality) where the use of clay brick or similar is stated in the Agreement. As stated in the proposed amendment, this shall not apply to any building less than 5,000 square feet in total. Additionally, the north elevation of Major A shall be permitted to use a wall material of up to 50 percent (50%) stained Decorative Concrete Masonry Unit (Split Faced) as noted in #18 on page 5. The current PD Pattern Book limits the use of Split Faced CMU to a maximum of twenty-five percent (25%) for any outlot.

Per the applicant, the existing architectural guidelines for the color palette for the building materials will remain the same as outlined in the original PD Agreement and Pattern Book, which generally requires an earthtone theme and no dissonant colors allowed.

Maximum Building Height – (#19 on Page 5 of the Agreement)

The current Planned Development Agreement does not specify a maximum allowed height for buildings in the development. Historically in this development, the GC (General Commercial) zoning standard for building height has been applied, which allows a maximum building height of thirty-five (35) feet (mean height). Based on past projects in the development a waiver could be requested for a building to exceed the maximum height of thirty-five (35) feet.

The proposed language states Outlot 1 and Outlot 2 shall be permitted building heights up to fifty (50) feet where the use is hotel or motel (with related accessory use thereto), subject approval of applicable fire authority department. For reference, Outlot 1 is in the northwest corner of the development and east of Hartland Road/US-23. Outlot 2 is in the same vicinity but is south of Outlot 1.

With respect to all structures in the development, the proposed language further states any restrictions on height shall be measured to the top of the roof deck and shall not apply to any roof parapets or architectural features extending beyond such.

Wall Signs – (#21-#25 on Pages 5-7 of the Agreement)

The applicant is proposing modifications to some of the sign regulations that are outlined in the original PD Agreement and Pattern Book. Generally, the sign regulations in those documents use various metrics to establish the number of wall signs and size(s) of wall signs that are allowed for a business/building. The metrics include the building designation as assigned on the PD development plan (Major, Major Retail, Retail, or Outlot); the building frontage; building area (range); and if three sides of the building faces roads.

The proposed wall sign modifications are outlined in the proposed 8th Amendment. The applicant provided a document that summarizes the current and proposed sign standards, in the attachment entitled “Sign Program Charts”, that includes a table entitled “Hartland PD Wall Sign Table”.

Delivery of products, goods or merchandise – (#26 on Page 7 of the Agreement)

The current language regarding deliveries in the development states that the deliveries are limited to the period between 6:00 a.m. and 10:00 p.m. with the exception that two trucks may conduct deliveries to the Meijer store between 10:00 p.m. and 6:00 a.m., with stipulations about unloading times being limited to two hours. Trucks are not permitted to idle for more than two hours.

The proposed amendment for this section streamlines the regulations and does not require specific delivery time periods. Delivery of the products must be unloaded within two (2) hours each. Trucks are not permitted to idle for more than two hours.

Amendment to Previously Approved Landscape Plans – Approval Procedure

As a separate request, a revised landscape plan for the roundabout and clock tower have been submitted as shown on Exhibit L-1.C. The original landscape plans for the entire planned development were approved in 2008 as part of the Hartland Towne Square PD under SP #429F. Staff estimates the original landscaping was installed in the early stages of the development, after 2008. The applicant intends to enhance each area (roundabout and clock tower) with the installation of new landscaping, along with the removal of some existing plants to freshen up the landscape areas. The applicant intends to potentially initiate this improvement project during the fall of 2026 and is seeking approval at this time for these specific areas.

The proposed revised landscape plan is considered a request to amend the previously approved landscape plans for these two (2) areas. The proposed landscape plan will be reviewed by the Planning Commission who will make a decision. The proposed amendment to the approved landscape plan is not part of the 8th Amendment to the PD Agreement.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Hartland Township DPW Review

No comments at this time.

Township Engineer's Review

No comments at this time.

Hartland Deerfield Fire Authority Review

No comments at this time.

Attachments

1. Amended and Restated Eighth Amendment to Hartland Towne Square Planned Development Agreement – PDF version
2. Exhibit A Land – PDF version
3. Exhibit B Purchased Property – PDF version
4. Exhibit C Existing Development Sign Improvements – PDF version
5. Exhibit D New Ground Signs – PDF version
6. Exhibit E New Development Signs – PDF version
7. Exhibit F LED Lights – PDF version
8. Exhibit G Landscape Modifications”– PDF version
9. Exhibit H Current Site Plan – PDF version
10. Exhibit I New Sign Map – PDF version
11. Landscape Plan for roundabout & clock tower Sheet L-1.C – PDF version
12. Sign Program Charts – PDF version
13. 2019 8th Amendment to PD Agreement TB staff report 09.11.2019 – PDF version

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September 17, 2026

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14. 2019 8th Amendment to PD Agreement – PDF version
15. 2008 HTS Pattern Book Arch Standards – PDF version
16. 2008 HTS PD Agreement Selected Standards – PDF version

CC: SDA, Twp Engineer (via email)

Scott Hable, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2026 Planning Commission Activity\Site Plan Applications\SP #26-009 8th Amend to HTS PD\Staff reports\PC\SP #26-009 HTS 8th Amendment PC staff report 09.17.2026.docx

**AMENDED AND RESTATED EIGHTH AMENDMENT TO PLANNED
DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED EIGHTH AMENDMENT ("Eighth Amendment") is made this ____ day of _____, 2026, by and among TOWNSHIP OF HARTLAND, a Michigan municipal corporation ("Township"), 2655 Clark Road, Hartland, Michigan 48353, and HARTLAND TOWNE SQUARE, LLC, a Michigan limited liability company ("HTS") whose address is 32820 Woodward Ave, Ste 200, Royal Oak, MI 48073.

RECITALS:

- A. On March 28, 2008, the Township and RAMCO HARTLAND, LLC ("Ramco Hartland") entered into a Planned Development Agreement (the "Agreement") for the development of real property located in Hartland Township, Livingston County, Michigan, known as the Hartland Towne Square Shopping Center (the "Development"), further described in Exhibit A (the "Land") attached hereto and made a part of this Restated Eighth Amendment.
- B. The Agreement was recorded as Instrument No. 2008R-011710, Livingston County Records, on April 10, 2008, and the Agreement has since been amended by a First Amendment to Hartland Towne Square Planned Development Agreement recorded as document number 2009R-004181; a Second Amendment to Hartland Towne Square Planned Development Agreement recorded as document number 2009R-013577; Third Amendment to Planned Development Agreement recorded as document number 2009R-013578; Fourth Amendment to Planned Development Agreement recorded as document number 2009R-013579; Fifth Amendment to Planned Development Agreement recorded as document number 2010R-024731; Sixth Amendment to Planned Development Agreement recorded as document number 2018R-008460; and Seventh Amendment to Planned Development Agreement recorded as document number 2022R-01056 (as used herein, the term Agreement shall include all such seven (7) amendments).
- C. An Eighth Amendment to Planned Development Agreement ("Eighth Amendment") was approved by the Township and Ramco but never recorded against the Development, and the parties wish to amend and restate such in its entirety through this Restated Eighth Amendment.
- D. RAMCO RM HARTLAND SC LLC, and RAMCO TRS LLC (as successor-by-merger with RAMCO RM HARTLAND DISPOSITION LLC), Delaware limited liability companies (the two latter entities are collectively referred to as "Ramco") have sold or will sell all of its interest in the remaining portion of the Land it owns as described in the attached Exhibit B ("Purchased Property") to HARTLAND TOWNE SQUARE, LLC, a Michigan limited liability company ("HTS").

- E. The Parties acknowledge the Development is comprised of over 80 acres of land area, and the building square footage of the Development when completed is estimated to exceed 500,000 in total, with the vast majority of square footage have little to no major road frontage visibility, necessitating the need for additional signage for the Development along the road frontage to allow patrons of the Development to safely identify the location of the occupants in the Development and avoid issues of public safety.

NOW, THEREFORE, it is hereby agreed as follows:

1. Capitalized terms used in this Restated Eighth Amendment that are not defined herein shall have the meanings given to them in the Agreement and Eighth Amendment.
2. Paragraph 6.2 of the Agreement provides as follows:

***“Internal Traffic Circulation.** The Development shall be served by an internal integrated drive, aisle, parking, and pedestrian network. The general alignment for the internal traffic system is specified in the Final Plan, but may be revised pursuant to Section 29.08, as amended, of the Hartland Township Zoning Ordinance depending upon the needs and timing of the uses developed at the time of final site plan approvals.”*

3. Upon execution and recording of this Restated Eighth Amendment of the Agreement, the original Paragraph 6.2 will be superseded, restated, and amended as follows:

***“Internal Traffic Circulation.** The Development shall be served by an internal integrated drive, aisle, parking, and pedestrian network. The general alignment for the internal traffic system is specified in the Final Plan, but may be revised pursuant to Section 3.1.18.H., as amended, of the Hartland Township Zoning Ordinance depending upon the needs and timing of the uses developed at the time of final site plan approvals. Following the date of this Restated Eighth Amendment, HTS shall be responsible for ongoing maintenance, repair and replacement, including snow removal, of the portions of Rovey Drive and Hartland Square Drive that are located within the Land, as shown on the Final Plan as it may be amended from time to time in accordance with the terms hereof (to the extent the same are not or do not become public roads) from and after the date hereof. Such ongoing maintenance, and snow removal shall be generally consistent with applicable township and Livingston County Road Commission requirements, with repair, replacement and reconstruction of said roads completed done with equivalent materials and manner to meet the original design intent.”*

4. Paragraph 3.1.16 of the Agreement provides as follows:

“Drive through service shall be permitted for up to seven establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, two for restaurants and one drive through for bagel, donut or coffee shop.”

5. Upon execution and recording of this Restated Eighth Amendment of the Agreement, original Paragraph 3.1.16 of the Agreement will be superseded, restated and amended as follows:

“Drive through service shall be permitted in all parts of the Development including but not limited to the all outlots, portions marked “Retail” sections and portions marked “Major(s).” Notwithstanding anything to the contrary, any drive through service currently existing in the Development and/or previously approved by the Township (prior to the date of this Restated Eighth Amendment) shall be deemed permitted (along with any restoration, repair and/or replacement thereof) and in compliance with the previous sentence and terms of the Agreement.”

6. HTS (or their designees, successors or assigns) shall have the right to remodel, modify and/or reconstruct the current Monument Signs located at (i) the development entrance at Hartland Road & Highland Road, and (ii) above the waterfall feature on Highland Road, in the approximate locations and consistent with the design attached hereto as Exhibit C and made a part hereof (“Existing Development Sign Improvements”). HTS shall do so at its sole cost and expense (subject to any reimbursement and/or other terms and conditions set forth in any separate agreement binding on such party) and in compliance with the Agreement (as amended) and all applicable laws, and such party shall coordinate such work with any other party who has the right to maintain a panel on such sign. HTS shall have a right to delegate or allow use of such signs and areas thereof, in its sole discretion subject to agreements and restrictions in effect.

7. In addition to ground signage as currently permitted for all outlots in the Development, HTS (or their designee, successors or assigns) shall have the right to construct additional ground signage for the following or any building constructed in replacement thereof (i) Major A; (ii) Building F in the Current Site Plan or Outlot 16 and Outlot 17 in the prior site plan; and (iii) single sign for Retail D, Retail E and Major C; in accordance with the attached Exhibit D including the approximate location thereof for both newly permitted and previously permitted ground signage (“New Ground Signs”). The party performing such shall do so at its sole cost and expense (subject to any reimbursement and/or other terms and conditions set forth in any separate agreement binding on such party) and in compliance with the Agreement (as amended) and all applicable laws.

8. The Township approves two (2) new monument ground signs approximately located at Clark Road and Highland Road, and at the corner of Clark Road and Rovey Drive, consistent with the design attached hereto as Exhibit “E” (“New Development Signs”) and made a part hereof (and which is hereby approved and added to and incorporated into the Final Plan as defined in the Agreement). HTS (or their designee, successors or assigns) shall construct such signs at its sole cost and expense (subject to any reimbursement and/or other terms and conditions set forth in any separate agreement binding on such party) and in compliance with the Agreement (as amended) and all applicable laws, and such constructing party shall coordinate such work with any other party who has the right to maintain a panel on such sign. If the location of a New Ground Sign or New Development Sign needs to be modified due to utility locations or otherwise, HTS is permitted to reasonable modification of such locations (subject to the written consent of the Township Planning Director, such consent will not be unreasonably withheld, conditioned or

delayed). HTS shall have a right to delegate use of such New Development Signs in its sole discretion, subject to agreements and restrictions in effect.

9. In the future, HTS (or their party's designee, successors or assigns) may elect in their sole discretion to replace or modify the existing light fixtures in the Development; and the Township consents and approves to such the use of LED light pole heads in the parking lot(s) in the Development consistent with the terms of Exhibit F ("LED Lights") attached hereto which is hereby approved and added to and incorporated into the Final Plan. HTS may substitute materials and fixtures in Exhibit F with their reasonable equivalent, provided the height of any replacement fixtures shall be consistent with the height of the existing fixture.

10. Notwithstanding anything to the contrary, the Agreement is hereby amended to allow modification of certain landscaping as shown on Exhibit G ("Landscape Modifications") attached hereto. The Landscape Modification is hereby approved and added to and incorporated into the Final Plan, and shall control over the requirements of the Agreement if such are inconsistent.

11. The site plan of the Development attached hereto as Exhibit H ("Current Site Plan") is hereby approved and added to and incorporated into the Final Plan, provided the Current Site Plan is approved as an option or alternative to the existing site plan in effect prior to the date hereof on a site-by-site basis in the Development, at the discretion of HTS. The parties acknowledge with respect to currently undeveloped portions of the Development, the Current Site Plan is only conceptual in nature and the Township shall modify in accordance with the Agreement. The location of the various signs including the Existing Development Sign Improvements, New Ground Signs, and New Development Signs are approximately as located on the attached Exhibit I ("New Sign Map").

12. Paragraph 3 of the Agreement shall be modified to add the following additional provisions, to be permitted by right:

- 3.1.21 *Automobile / Car Wash*
- 3.1.22 *Offices and corporate headquarters*
- 3.1.23 *Child Care Centers, Daycares, preschool, and tutoring*
- 3.1.24 *Recreational entertainment such as bowling, golf, tennis, pickleball or similar*
- 3.1.25 *Urgent Cares, Medical Offices, Physical Therapy, Occupational Therapy, Sports Medicine, and Medical Clinics*
- 3.1.26 *Automobile Repair – Minor (but not Automobile Repair - Major) as such event is defined in the Hartland Township Zoning Ordinance*
- 3.1.27 *Any use otherwise permitted under the General Commercial zoning district (or the reasonable equivalent replacement thereof where such no longer exists), is subject to the approval by the Township's Planning Commission, or other Township department or official with authority to approve.*

13. Paragraph 3.1.11 of the Agreement provides as follows as a permitted use by right within the PD:

3.1.11 One (1) Medical Clinic in Addition to the Meijer medical clinic for outpatient care.

14. Paragraph 3.1.11 of the Agreement will be superseded, restated and amended as follows:

3.1.11 Medical Clinics

15. Paragraph 3.2.3 of the Agreement provides as follows:

3.2.3 Except for the gas station permitted as part of the Meijer Center and as detailed in the Final Site Plan, no other gas stations shall be permitted in the Development.

16. Paragraph 3.2.3 of the Agreement will be superseded, restated and amended as follows:

3.2.3 Except for a gas station operated and/or owned by Meijer (and their successors, subsidiaries, affiliates and assigns), no other gas stations shall be permitted by right in the Development.

17. Notwithstanding anything to the contrary, irrespective of anything in the Agreement to the contrary, where there is requirement for brick to be “natural clay” “clay brick” or “standard size brick” in the Agreement or where specific material, brand or color scheme of brick is provided for in the Agreement or otherwise, Township will permit the use of C-Brick, Quick Brick, and in addition other similar materials in size, construction and quality; or the reasonable equivalent or future evolution thereof, provided what is proposed otherwise meets the requirements of the Agreement. The preceding sentence shall not apply to any building less than 5,000 square feet in total.

18. Notwithstanding anything to the contrary, the north elevation of Major A shall be permitted to use a wall material of up to Fifty (50%) stained Decorative Concrete Masonry Unit (Split Faced).

19. Notwithstanding anything to the contrary and subject to approval of applicable fire authority department, Outlots 1 and 2 shall be permitted building heights up to 50 feet where the use is hotel or motel (with related accessory use thereto), and with respect to all structures in the Development any restrictions on height shall be measured to the top of the roof deck and shall not apply to any roof parapets or architectural features extending beyond such.

20. Intentionally Left Blank.

21. Notwithstanding anything to the contrary, endcap spaces of multi-tenant buildings in any outlot, Retail E, and Major C (or any building constructed in replacement thereof), shall be permitted at least two wall signs, and in the event they elect to erect such additional wall sign where only one sign would otherwise be permitted, the allowable wall signage for such second wall sign size shall be no larger than the size of the first sign.

22. Paragraph 6.6.3.1 (iv) of the Agreement provides as follows:

- (iv) *Tenants with a minimum of 100 feet of building frontage and a minimum of 18,000 square feet of building area, but less than 100,000 square feet may install a sign with an area of 150 square feet by right.*

23. Paragraph 6.6.3.1(iv) of the Agreement will be superseded, restated and amended as follows:

- (iv) *Tenants with a minimum of 100 feet of building frontage and a minimum of 18,000 square feet of building area, but less than 60,000 square feet may install a sign with an area of 150 square feet by right.*

24. Paragraph 6.6.3.2 (iv) and 6.6.3.2 (v) of the Agreement provides as follows:

- (iv) *Any tenant that occupies a building containing a minimum of 18,000 square feet of gross floor area, but less than 100,000 square feet, and having a minimum of 100 lineal feet of building frontage, has the right to install no more than two (2) wall signs with a combined total face area not exceeding one hundred fifty (150) square feet;*
- (v) *Any tenant that occupies a building containing a minimum of 100,000 square feet or more of gross floor area may have signage with an area up to and not exceeding 300 square feet, provided that such tenant shall not have more than eight wall signs and no single wall sign (including the Meijer Store) shall have a face area greater than 150 square feet, except that the total measurement for the Meijer sign does not include the face area required to dot the letters "i" and "j" and provide for the tail of the letter 'j' in Meijer's name. Only one (1) wall sign may be internally illuminated.*

25. Upon execution and recording of this Restated Eighth Amendment of the Agreement, original Paragraph 6.6.3.2 (iv) and (v) of the Agreement will be superseded, restated and amended as follows:

- (iv) *Any tenant that occupies a building containing a minimum of 15,000 square feet of building area, but less than 60,000 square feet, and having a minimum of 100 lineal feet of building frontage, has the right to install no more than two (2) wall signs with a combined total face area not exceeding one hundred fifty (150) square feet;*
- (v) *Any tenant that occupies a building containing a minimum of 60,000 square feet of building area may have signage with an area up to and not exceeding 500 square feet, provided that such tenant shall not have more than eight wall signs and no single wall sign (including the Meijer Store) shall have a face area greater than*

200 square feet, except that the total measurement for the Meijer sign does not include the face area required to dot the letters "i" and "j" and provide for the tail of the letter 'j' in Meijer's name. Only one (1) wall sign may be internally illuminated. Notwithstanding anything to the contrary, where a hotel / motel (and accessory uses related thereto) is constructed on any part of the Development, the hotel / motel building shall be provided the same rights afforded tenants in 6.6.3.2(v) of the Agreement where such buildings on the property are more than two stories.

26. Paragraph 3.2.1 provides as follows:

Delivery of products, goods or merchandise to the Development shall be limited to the period between 6:00 a.m. and 10:00 p.m with the exception of that two trucks may deliver products, goods, merchandise to the Meijer store between the hours of 10:00 p.m. and 6:00a.m. so long as such trucks are promptly unloaded (i.e. within a maximum of two (2) hours each). Trucks shall not be permitted to idle for more than two hours.

27. Upon execution and recording of this Restated Eighth Amendment of the Agreement, the original Paragraph 3.2.1 will be superseded, restated, and amended as follows:

Delivery of products, goods or merchandise to the Development shall be promptly unloaded (i.e. within a maximum of two (2) hours each). Trucks shall not be permitted to idle for more than two hours.

28. The parties acknowledge that Ramco has assigned all of its rights and obligations under the Agreement, as amended, to HTS; and all parties executing this Agreement accept such assignment. HTS hereby (i) assumes all obligations of Ramco under the Agreement (binding on the Purchased Property), as amended, from and after such assignment, and (ii) Ramco and HTS are permitted to execute and record with the Livingston County Register of Deeds a joinder to the Agreement (as amended) or an amendment thereto confirming such assignment and assumption. From and after the date of assignment, all the parties to this Agreement agree and accept HTS as assignee and successor-in-interest to Ramco under the Agreement, and acknowledge HTS has all rights and remedies afforded Ramco under the Agreement.

29. The Township hereby certifies, represents and warrants to HTS and Ramco and the lenders of HTS that, effective as of the date the Township signs this Restated Eighth Amendment: (i) that the Agreement is in full force and effect and no document exists or action been taken that would modify, amend, alter, limit, release, waive or terminate the obligations of the parties amendments stated in the Recitals hereof, (ii) Township is not aware of any uncured defaults, breaches or violations under the Agreement, as amended by Ramco or any other party that would be binding on HTS nor does there exist any condition or event which with the giving of notice, and/or the passage of time, and/or transfer or sale of the Purchased Property to HTS would result in such or entitle any party to make claims (monetary or otherwise) against Ramco, (iii) that Ramco is not delinquent in the payment of any sums of money under the Agreement, as amended, and (iv) there are no construction or similar obligations (including payment or reimbursements) of Ramco and/or

the Purchased Property that have not been met or remain outstanding; nor does there exist any condition or event which with the giving of notice, and/or the passage of time, and/or transfer/sale of the Purchased Property to Buyer would result in such. The Township acknowledges that this section of the Restated Eighth Amendment may be relied on by any entity which acquires the Purchased Property including HTS , as well as any mortgage lenders with whom it or they may be dealing in connection with the acquisition, financing or refinancing of all or any portion of the Purchased Property and their respective successors and/or assigns.

30. Any reference to Section 29.08 of the Hartland Township Zoning Ordinance in the Agreement shall be replaced with the applicable current zoning section.

31. In the event of any conflict between the terms of the (i) Agreement (as previously amended) including the Pattern Book thereof and the Eighth Amendment, and (ii) this Restated Eighth Amendment, the terms of this Restated Eighth Amendment shall govern and control. This Restated Eighth Amendment to the Agreement shall be recorded with the Livingston County Register of Deeds and shall be binding on the parties and their heirs, successor and assigns.

[SIGNATURE PAGES TO FOLLOW]

Exhibit A	THE LAND
Exhibit B	PURCHASED PROPERTY
Exhibit C	MONUMENT SIGN IMPROVEMENTS
Exhibit D	NEW GROUND SIGNS
Exhibit E	NEW DEVELOPMENT SIGNS
Exhibit F	LED LIGHTS
Exhibit G	LANDSCAPE MODIFICATIONS

Exhibit H CURRENT SITE PLAN

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Eighth Amendment to be executed and delivered on the day and year first above written.

TOWNSHIP OF HARTLAND

Dated: _____

By: _____

Print Name: _____

Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

Acknowledged before me on _____, 2026, by _____, of the Township of Hartland, on behalf of the Township.

[NAME]
Notary Public, State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

HARTLAND TOWNE SQUARE, LLC
A Michigan Limited Liability Company

Dated: _____

By: _____

Print Name: _____

Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me on _____, 2026, by _____, the _____ of
Hartland Towne Square, LLC, a Michigan limited liability company, on behalf of the company. .

[NAME]
Notary Public, State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

Prepared by and when recorded return to:
Steven Samona Esq.
32820 WOODWARD AVE STE 240
ROYAL OAK, MI 48073

Transfer Tax: Exempt from State Transfer Tax under MCL 207.526(a).
Exempt from County Transfer Tax under MCL 207.505(a).

**CONSENT TO AMENDED AND RESTATED EIGHTH AMENDMENT TO PLANNED
DEVELOPMENT AGREEMENT RESTATED EIGHTH AMENDMENT**

MEIJER REALTY COMPANY, a Michigan corporation as owner of certain real property located in the Township of Hartland, County of Livingston, State of Michigan, hereby consents, agrees to, and acknowledges the foregoing AMENDED AND RESTATED EIGHTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT, and agrees to be bound by the terms and conditions therein. The AMENDED AND RESTATED EIGHTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT shall run with the land and be binding on the undersigned's heirs, successors, and assigns.

MEIJER REALTY COMPANY

A Michigan Corporation

Dated: _____

By: _____

Print Name: _____

Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me on _____, 2026, by _____, the _____ of
Meijer Realty Company, a Michigan corporation, on behalf of the corporation.

[NAME]
Notary Public, State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____

EXHIBIT A

LAND

LEGAL DESCRIPTION:

HARTLAND TOWNE SQUARE
Combined Properties
As surveyed by Professional Engineering Associates, Inc.

Part of the South 1/2 of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, being more particularly described as:

Commencing at the South 1/4 corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N 02°55'00" W 214.93 feet along the North-South 1/4 line of Section 21 (as monumented); thence N 80°05'11" E 529.37 feet along the Northerly Right-of-Way of Highland Road (M-59) to the POINT OF BEGINNING; thence along the easterly line of US-23 the following five courses: 1) N 66°13'25" W 108.17 feet; 2) S 80°05'11" W 155.31 feet; 3) 135.40 feet along the arc of a curve to the left, said curve having a radius of 346.97 feet, a central angle of 22°31'25", a chord bearing of N 29°06'21" W, 135.52 feet; (4) N 40°22'05" W 592.64 feet; (5) 604.40 feet along the arc of a curve to the right, said curve having a radius of 1944.86 feet, a central angle of 17°48'21", a chord bearing of N 31°27'55" W, 601.97 feet; thence 189.31 feet along the arc of a curve to the left being along the southerly line of the proposed relocated Hartland Road, said curve having a radius of 235.50 feet, a central angle of 46°03'32", a chord bearing of S 47°25'28" E, 184.26 feet; thence 304.65 feet along the arc of a curve to the right, said curve having a radius of 1874.86 feet, a central angle of 09°18'36", with a chord bearing of N 23°01'23" W, 304.31 feet, being along the east line of the existing Hartland Road (70' wide); thence continuing along said easterly line of Hartland Road N 18°22'05" W 547.71 feet; thence N 89°09'29" E 1103.52 feet; thence N 44°09'29" E 30.85 feet; thence N 89°09'29" E 817.53 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of Section 21; thence along said West line N 02°54'15" W 27.13 feet to the South line of the North 3/4 of the Northeast 1/4 of the Southeast 1/4 of Section 21; thence along said South line, N 88°38'34" E 500.24 feet; thence S 42°14'57" W 473.50 feet; thence S 02°45'03" E 219.15 feet; thence S 19°29'17" E 215.48 feet; thence S 34°19'18" E 247.80 feet to the North line of the South 1/2 of the Southeast 1/4 of Section 21; thence S 88°50'36" W 191.68 feet; thence S 02°44'28" E 422.78 feet; thence N 80°04'36" E 450.00 feet; thence S 61°23'57" E 172.19 feet; thence N 75°35'36" E 553.03 feet to the East line of Section 21 and the centerline of Clark Road (66 ft. wide); thence S 02°53'39" E 297.56 feet along the East line of said Section 21 to the north line of Highland Road (M-59); thence along the North line of said M-59 S 80°04'54" W 12.10 feet; thence 440.14 feet along a curve to the left, said curve having a radius of 3879.72 feet, a central angle of 06°30'00", a chord bearing of S 76°49'54" W, 439.90 feet; thence S 73°34'54" W 252.78 feet; thence 151.87 feet along a curve to the right, said curve having a radius of 5669.58 feet, a central angle of 01°32'05", a chord bearing of S 74°20'56" W, 151.87 feet; thence N 02°44'28" W 360.82 feet; thence S 80°04'36" W 300.00 feet to the East line of the West 5 acres of the Southeast 1/4 of the Southeast 1/4 of Section 21; thence S 88°56'11" W 145.63 feet; thence S 42°15'32" W 75.95 feet; thence S 02°44'28" E 375.42 feet to the northerly line of Highland Road (M-59); thence S 80°05'11" W 737.24 feet to the POINT OF BEGINNING. Containing 84.59 acres.

EXHIBIT B
PURCHASED PROPERTY

Parcel 1:

Parcel AEB:

Commencing at the South 1/4 of said Section 21; thence North 02 degrees 55 minutes 00 seconds West, 214.93 feet along the North-South 1/4 line (as monumented); thence North 80 degrees 05 minutes 11 seconds East, 529.37 feet along the North right-of-way of M-59 (Highland Road); thence North 66 degrees 13 minutes 25 seconds West 229.89 feet; thence 104.71 feet along a curve to the left, said curve having a radius of 416.97 feet, a central angle of 14 degrees 23 minutes 19 seconds and a chord which bears North 33 degrees 10 minutes 24 seconds West, 104.44 feet; thence North 40 degrees 22 minutes 05 seconds West 692.65 feet, thence 719.89 feet along a curve to the right, said curve having a radius of 1874.86 feet, a central angle of 22 degrees 00 minutes 00 seconds, and a chord which bears North 29 degrees 22 minutes 05 seconds West, 715.48 feet; thence North 18 degrees 22 minutes 05 seconds West, 84.33 feet to the Point of Beginning; thence North 18 degrees 22 minutes 05 seconds West, 583.37 feet; thence North 89 degrees 09 minutes 29 seconds East, 1103.50 feet; thence North 44 degrees 09 minutes 29 seconds East, 30.85 feet; thence North 89 degrees 09 minutes 29 seconds East, 43.57 feet; thence South 00 degrees 17 minutes 11 seconds East, 565.45 feet; thence South 87 degrees 30 minutes 43 seconds West, 59.21 feet; thence South 01 degrees 09 minutes 24 seconds East, 308.67 feet; thence 89.78 feet along a curve to the left, said curve having a radius of 793.00 feet, a central angle of 06 degrees 29 minutes 12 seconds, and a chord which bears North 87 degrees 02 minutes 39 seconds West, 89.73 feet; thence South 00 degrees 23 minutes 19 seconds East, 8.00 feet; thence South 89 degrees 42 minutes 49 seconds West, 204.70 feet; thence 142.07 feet along a curve to the left, said curve having a radius of 1915.50 feet, a central angle of 04 degrees 14 minutes 58 seconds, and a chord which bears South 87 degrees 35 minutes 20 seconds West, 142.03 feet to a point of reverse curvature; thence 97.18 feet along a curve to the right, said curve having a radius of 111.47 feet, a central angle of 49 degrees 57 minutes 01 seconds, and a chord which bears North 69 degrees 33 minutes 38 seconds West, 94.13 feet to a point of compound curvature; thence 13.49 feet along a curve to the right, said curve having a radius of 354.50 feet, a central angle of 02 degrees 10 minutes 51 seconds, and a chord which bears North 43 degrees 29 minutes 42 seconds West, 13.49 feet to a point of reverse curvature; thence 82.82 feet along a curve to the left, said curve having a radius of 87.00 feet, a central angle of 54 degrees 32 minutes 32 seconds, and a chord which bears North 69 degrees 40 minutes 33 seconds West, 79.73

feet; thence North 22 degrees 01 minutes 34 seconds West 44.80 feet; thence North 24 degrees 45 minutes 08 seconds West, 54.93 feet; thence 53.58 feet along a curve to the right, said curve having a radius of 125.00 feet, a central angle of 24 degrees 27 minutes 56 seconds, and a chord which bears North 12 degrees 31 minutes 10 seconds West, 52.97 feet; thence North 00 degrees 17 minutes 12 seconds West, 30.25 feet; thence South 89 degrees 42 minutes 48 seconds West, 215.03 feet; thence North 00 degrees 17 minutes 12 seconds West, 52.00 feet; thence South 89 degrees 42 minutes 48 seconds West, 59.37 feet to a Point of Beginning.

Excepting Therefrom:

Parcel X:

Commencing at the South ¼ of said Section 21; thence North 02 degrees 55 minutes 00 seconds West, 214.83 feet along the North-South ¼ line (as monumented); thence North 80 degrees 05 minutes 11 seconds East 529.37 feet along the Old North Right-of-Way of M-59 (Highland Road); thence North 66 degrees 13 minutes 25 seconds West 220.89 feet; thence 104.71 feet along a curve to the left, said curve having a radius of 416.97 feet, a central angle of 14 degrees 23 minutes 18 seconds, and a chord which bears North 33 degrees 10 minutes 24 seconds West, 104.44 feet; thence North 40 degrees 22 minutes 05 seconds West 692.85 feet; thence 719.89 feet along a curve to the right, said curve having a radius of 1874.86 feet, a central angle of 22 degrees 00 minutes 00 seconds, and a chord which bears North 29 degrees 22 minutes 05 seconds West, 715.48 feet; thence North 18 degrees 22 minutes 05 seconds West, 64.33 feet; thence North 89 degrees 42 minutes 48 seconds East, 59.37 feet; thence South 00 degrees 17 minutes 12 seconds East, 52.00 feet; thence North 89 degrees 42 minutes 48 seconds East, 315.03 feet; thence South 00 degrees 17 minutes 12 seconds East, 30.25 feet; thence 53.58 feet along a curve to the left, said curve having a radius of 125.00 feet, a central angle of 24 degrees 27 minutes 56 seconds, and a chord bearing South 12 degrees 31 minutes 10 seconds East, 52.97 feet; thence South 24 degrees 45 minutes 08 seconds East, 54.93 feet; thence South 22 degrees 01 minutes 34 seconds East, 44.80 feet; thence 55.35 feet along a curve to the right, said curve having a radius of 87.00 feet, a central angle of 43 degrees 42 minutes 02 seconds, and a chord bearing South 75 degrees 05 minutes 48 seconds East, 64.79 feet to the Point of Beginning; thence North 40 degrees 02 minutes 54 seconds East, 18.79 feet; thence South 49 degrees 57 minutes 06 seconds East, 10.00 feet; thence South 40 degrees 02 minutes 54 seconds West, 18.79 feet; thence 10.01 feet along a curve to the left, said curve having a radius of 87.00 feet, a central angle of 06 degrees 35 minutes 22 seconds and a chord bearing North 49 degrees 57 minutes 06 seconds West, 10.00 feet to the Point of Beginning.

Parcel Y:

Commencing at the South $\frac{1}{4}$ of said Section 21; thence North 02 degrees 55 minutes 00 seconds West, 214.93 feet along the North-South $\frac{1}{4}$ line (as monumented); thence North 80 degrees 05 minutes 11 seconds East, 529.37 feet along the Old North Right-of-Way of M-59 (Highland Road); thence North 66 degrees 13 minutes 25 seconds West 229.37 feet along a curve to the left, said curve having a radius of 416.97 feet, a central angle of 14 degrees 23 minutes 19 seconds, and a chord which bears North 33 degrees 10 minutes 24 seconds West, 104.44 feet; thence North 40 degrees 22 minutes 05 seconds West 692.65 feet; thence North 719.89 feet along a curve to the right, said curve having a radius of 1874.86 feet, a central angle of 22 degrees 00 minutes 00 seconds, and a chord which bears North 29 degrees 22 minutes 05 seconds West, 715.48 feet; thence North 18 degrees 22 minutes 05 seconds West 64.93 feet; thence North 89 degrees 42 minutes 48 seconds East, 59.37 feet; thence South 00 degrees 17 minutes 12 seconds East, 52.00 feet; thence North 89 degrees 42 minutes 48 seconds East, 215.03 feet; thence South 00 degrees 17 minutes 12 seconds East, 30.25 feet; thence 53.38 feet along a curve to the left, said curve having a radius of 125.00 feet, a central angle of 24 degrees 27 minutes 56 seconds, and a chord bearing South 12 degrees 31 minutes 16 seconds East, 52.97 feet; thence South 24 degrees 45 minutes 08 seconds East, 54.93 feet; thence South 22 degrees 01 minutes 34 seconds East, 44.80 feet; thence 66.36 feet along a curve to the right, said curve having a radius of 87.00 feet, a central angle of 43 degrees 42 minutes 02 seconds, and a chord bearing South 75 degrees 05 minutes 48 seconds East, 64.76 feet; thence North 40 degrees 02 minutes 54 seconds East, 18.79 feet; thence South 49 degrees 57 minutes 06 seconds East, 10.00 feet; thence South 40 degrees 02 minutes 54 seconds West, 18.79 feet; thence 6.46 feet along a curve to the left, said curve having a radius of 87.00 feet, a central angle of 4 degrees 15 minutes 08 seconds, and a chord bearing South 44 degrees 31 minutes 51 seconds East, 6.46 feet; thence 13.49 feet along a curve to the right, said curve having a radius of 354.50 feet, a central angle of 2 degrees 10 minutes 51 seconds, and a chord bearing South 43 degrees 29 minutes 42 seconds East, 13.49 feet; thence 64.67 feet along curve to the left having a radius of 111.47 feet, a central angle of 32 degrees 55 minutes 59 seconds, and a chord bearing South 61 degrees 03 minutes 07 seconds ^{East} West, 63.19 feet to the Point of Beginning; thence North 09 degrees 54 minutes 38 seconds East, 18.37 feet; thence South 80 degrees 05 minutes 22 seconds East, 10.00 feet; thence South 09 degrees 54 minutes 38 seconds West, 18.37 feet; thence 10.00 feet along a curve to the right, said curve having a radius of 111.47 feet, a central angle of 05 degrees 06 minutes 50 seconds, and a chord bearing North 80 degrees 05 minutes 22 seconds West, 10.00 feet to the Point of Beginning.

Parcel 2:

SURVEYED AS:

PART OF THE SOUTH 1/2 OF SECTION 21, TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP, LIVINGSTON COUNTY DESCRIBED AS COMMENCING AT THE SOUTH 1/4 OF SAID SECTION 21; THENCE NORTH 02 DEGREES 55 MINUTES 00 SECONDS WEST, 275.38 FEET ALONG THE NORTH-SOUTH 1/4 LINE (AS MONUMENTED); THENCE NORTH 80 DEGREES 05 MINUTES 11 SECONDS EAST, 273.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF US-23 (WIDTH VARIES); THENCE THE FOLLOWING 2 COURSES ALONG SAID RIGHT OF WAY LINE, (1) 136.40 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT, RADIUS 348.97 FEET, A DELTA OF 22 DEGREES 31 MINUTES 24 SECONDS, CHORD BEARS NORTH 29 DEGREES 06 MINUTES 21 SECONDS WEST, 135.52 FEET TO A POINT OF TANGENT; (2) NORTH 40 DEGREES 22 MINUTES 09 SECONDS WEST, 370.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 2 COURSES, (1) NORTH 40 DEGREES 22 MINUTES 5 SECONDS WEST, 322.00 FEET TO A POINT OF TANGENT; (2) 604.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1944.86 FEET, DELTA 17 DEGREES 48 MINUTES 20 SECONDS, CHORD BEARS NORTH 31 DEGREES 27 MINUTES 55 SECONDS WEST, 601.97 FEET; THENCE 180.32 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT, RADIUS 235.50 FEET, A DELTA OF 46 DEGREES 03 MINUTES 36 SECONDS, CHORD BEARS SOUTH 47 DEGREES 25 MINUTES 28 SECONDS EAST, 184.26 FEET; THENCE 304.64 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT, RADIUS 1874.88 FEET, A DELTA OF 09 DEGREES 18 MINUTES 43 SECONDS, CHORD BEARS NORTH 23 DEGREES 01 MINUTE 23 SECONDS WEST, 304.31 FEET TO A POINT OF TANGENT; THENCE NORTH 18 DEGREES 22 MINUTES 05 SECONDS WEST, 64.33 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 48 SECONDS EAST, 59.37 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 12 SECONDS EAST, 52.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 48 SECONDS EAST, 215.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 12 SECONDS EAST, 30.25 FEET TO A POINT OF TANGENT; THENCE 53.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 125.00 FEET, A DELTA OF 24 DEGREES 27 MINUTES 54 SECONDS, CHORD BEARS SOUTH 12 DEGREES 31 MINUTES 10 SECONDS EAST, 52.97 FEET TO A POINT OF TANGENT; THENCE SOUTH 24 DEGREES 45 MINUTES 08 SECONDS EAST, 54.93 FEET; THENCE SOUTH 22 DEGREES 01 MINUTE 34 SECONDS EAST, 44.80 FEET; THENCE 66.36 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT, RADIUS 87.00 FEET, A DELTA OF 43 DEGREES 42 MINUTES 03 SECONDS, CHORD BEARS SOUTH 75 DEGREES 05 MINUTES 48 SECONDS EAST, 64.76 FEET; THENCE ALONG A LINE NOT TANGENT TO THE FORGOING CURVE, NORTH 40 DEGREES 02 MINUTES 54 SECONDS EAST, 18.79 FEET; THENCE SOUTH 49 DEGREES 57 MINUTES 06 SECONDS EAST, 10.00 FEET; THENCE

SOUTH 40 DEGREES 02 MINUTES 54 SECONDS WEST, 18.79 FEET; THENCE 19.94 FEET
 ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT, RADIUS 1803.93 FEET, A DELTA
 OF 00 DEGREES 38 MINUTES 00 SECONDS, CHORD BEARS SOUTH 43 DEGREES 49
 MINUTES 50 SECONDS EAST, 19.94 FEET; THENCE 84.07 FEET ALONG THE ARC OF A
 NONTANGENT CURVE TO THE LEFT, RADIUS 111.47 FEET, A DELTA OF 32 DEGREES 55
 MINUTES 52 SECONDS, CHORD BEARS SOUTH 61 DEGREES 03 MINUTES 07 SECONDS
 EAST, 83.19 FEET; THENCE ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE,
 NORTH 09 DEGREES 54 MINUTES 38 SECONDS EAST, 18.37 FEET; THENCE SOUTH 80
 DEGREES 05 MINUTES 22 SECONDS EAST, 10.00 FEET; THENCE SOUTH 09 DEGREES 54
 MINUTES 38 SECONDS WEST, 18.37 FEET; THENCE 23.10 FEET ALONG THE ARC OF A
 NONTANGENT CURVE TO THE LEFT, RADIUS 111.47 FEET, A DELTA OF 11 DEGREES 52
 MINUTES 27 SECONDS, CHORD BEARS SOUTH 85 DEGREES 35 MINUTES 53 SECONDS
 EAST, 23.08 FEET TO A POINT OF TANGENT; THENCE 142.06 FEET ALONG THE ARC OF A
 CURVE TO THE RIGHT, RADIUS 1915.50 FEET, A DELTA OF 04 DEGREES 14 MINUTES 58
 SECONDS, CHORD BEARS NORTH 87 DEGREES 35 MINUTES 20 SECONDS EAST, 142.03
 FEET TO A POINT OF TANGENT; THENCE NORTH 88 DEGREES 42 MINUTES 49 SECONDS
 EAST, 204.70 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 19 SECONDS WEST, 8.00
 FEET; THENCE 193.18 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT,
 RADIUS 793.00 FEET, A DELTA OF 13 DEGREES 57 MINUTES 27 SECONDS, CHORD BEARS
 SOUTH 83 DEGREES 18 MINUTES 31 SECOND EAST, 192.75 FEET; THENCE ALONG A LINE
 NOT TANGENT TO THE FOREGOING CURVE, NORTH 14 DEGREES 01 MINUTE 54 SECONDS
 EAST, 12.02 FEET; THENCE SOUTH 75 DEGREES 58 MINUTES 08 SECONDS EAST, 10.00
 FEET; THENCE SOUTH 14 DEGREES 01 MINUTE 54 SECONDS WEST, 12.02 FEET; THENCE
 299.27 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT, RADIUS 793.00
 FEET, A DELTA OF 21 DEGREES 37 MINUTES 23 SECONDS, CHORD BEARS SOUTH 64
 DEGREES 47 MINUTES 45 SECONDS EAST, 297.50 FEET; THENCE 38.46 FEET ALONG THE
 ARC OF A NONTANGENT CURVE TO THE RIGHT, RADIUS 50.00 FEET, A DELTA OF 44
 DEGREES 04 MINUTES 24 SECONDS, CHORD BEARS NORTH 11 DEGREES 31 MINUTES 16
 SECONDS EAST, 37.52 FEET TO A POINT OF TANGENT; THENCE NORTH 33 DEGREES 33
 MINUTES 25 SECONDS EAST, 24.94 FEET TO A POINT OF CURVE; THENCE 114.33 FEET
 ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 420.00 FEET, A DELTA OF 15 DEGREES
 35 MINUTES 50 SECONDS, CHORD BEARS NORTH 25 DEGREES 45 MINUTES 31 SECONDS
 EAST, 113.98 FEET; THENCE 82.62 FEET ALONG THE ARC OF A NONTANGENT CURVE TO
 THE RIGHT, RADIUS 50.00 FEET, A DELTA OF 71 DEGREES 44 MINUTES 50 SECONDS,
 CHORD BEARS NORTH 53 DEGREES 50 MINUTES 13 SECONDS EAST, 58.60 FEET; THENCE
 ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE, NORTH 89 DEGREES 42
 MINUTES 49 SECONDS EAST, 530.99 FEET; THENCE SOUTH 02 DEGREES 46 MINUTES 47
 SECONDS EAST, 104.74 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES 28 SECONDS

EAST, 422.76 FEET; THENCE NORTH 80 DEGREES 04 MINUTES 36 SECONDS EAST, 450.00 FEET; THENCE SOUTH 61 DEGREES 23 MINUTES 57 SECONDS EAST, 172.19 FEET; THENCE NORTH 75 DEGREES 35 MINUTES 36 SECONDS EAST, 553.03 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE ALONG SAID SECTION LINE, SAID LINE BEING ALSO THE CENTER LINE OF CLARK ROAD (66 FEET WIDE), SOUTH 02 DEGREES 53 MINUTES 39 SECONDS EAST, 116.21 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 21 SECONDS WEST, 33.01 FEET; THENCE 81.00 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT, RADIUS 49.98 FEET, A DELTA OF 92 DEGREES 51 MINUTES 10 SECONDS, CHORD BEARS NORTH 48 DEGREES 04 MINUTES 41 SECONDS WEST, 72.42 FEET TO A POINT OF COMPOUND CURVE; THENCE 88.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 502.00 FEET, A DELTA OF 9 DEGREES 55 MINUTES 42 SECONDS, CHORD BEARS SOUTH 80 DEGREES 33 MINUTES 27 SECONDS WEST, 86.88 FEET; THENCE SOUTH 73 DEGREES 35 MINUTES 36 SECONDS WEST, 346.76 FEET TO A POINT OF CURVE; THENCE 110.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 147.00 FEET, A DELTA OF 43 DEGREES 00 MINUTES 28 SECONDS, CHORD BEARS NORTH 82 DEGREES 54 MINUTES 12 SECONDS WEST, 107.77 FEET TO A POINT OF TANGENT; THENCE NORTH 61 DEGREES 23 MINUTES 57 SECONDS WEST, 75.79 FEET TO A POINT OF CURVE; THENCE 79.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 117.00 FEET, A DELTA OF 38 DEGREES 48 MINUTES 45 SECONDS, CHORD BEARS NORTH 60 DEGREES 48 MINUTES 19 SECONDS WEST, 77.75 FEET TO A POINT OF TANGENT; THENCE SOUTH 79 DEGREES 47 MINUTES 18 SECONDS WEST, 81.11 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES 28 SECONDS EAST, 29.29 FEET; THENCE SOUTH 80 DEGREES 04 MINUTES 36 SECONDS WEST, 300.00 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 11 SECONDS WEST, 145.63 FEET; THENCE SOUTH 42 DEGREES 15 MINUTES 32 SECONDS WEST, 76.96 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES 28 SECONDS EAST, 314.95 FEET TO THE NORTH LINE OF HIGHLAND ROAD (M-59) (WIDTH VARIES); THENCE ALONG SAID ROAD LINE, SOUTH 80 DEGREES 05 MINUTES 11 SECONDS WEST, 92.47 FEET; THENCE NORTH 03 DEGREES 01 MINUTE 33 SECONDS WEST, 122.20 FEET; THENCE 201.88 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT, RADIUS 312.80 FEET, A DELTA OF 36 DEGREES 58 MINUTES 39 SECONDS, CHORD BEARS NORTH 21 DEGREES 30 MINUTES 25 SECONDS WEST, 198.39 FEET; THENCE ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE, NORTH 39 DEGREES 58 MINUTES 48 SECONDS WEST, 40.03 FEET; THENCE 50.39 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT, RADIUS 40.00 FEET, A DELTA OF 72 DEGREES 10 MINUTES 20 SECONDS, CHORD BEARS SOUTH 86 DEGREES 04 MINUTES 04 SECONDS WEST, 47.12 FEET; THENCE ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE, SOUTH 51 DEGREES 16 MINUTES 37 SECONDS WEST, 110.02 FEET; THENCE NORTH 40 DEGREES 16 MINUTES 18 SECONDS WEST, 10.25 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 38 SECONDS WEST, 44.25 FEET; THENCE SOUTH 52

DEGREES 47 MINUTES 04 SECONDS WEST, 92.76 FEET TO A POINT OF CURVE; THENCE 175.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 275.00 FEET, A DELTA OF 36 DEGREES 52 MINUTES 31 SECONDS, CHORD BEARS SOUTH 71 DEGREES 13 MINUTES 14 SECONDS WEST, 173.95 FEET TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 39 MINUTES 29 SECONDS WEST, 179.44 FEET TO A POINT OF CURVE; THENCE 211.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 241.00 FEET, A DELTA OF 50 DEGREES 18 MINUTES 24 SECONDS, CHORD BEARS NORTH 65 DEGREES 11 MINUTES 19 SECONDS WEST, 204.87 FEET TO A POINT OF TANGENT; THENCE NORTH 40 DEGREES 02 MINUTES 08 SECONDS WEST, 221.53 FEET; THENCE SOUTH 49 DEGREES 56 MINUTES 15 SECONDS WEST, 219.81 FEET TO THE POINT OF BEGINNING.

EXCEPTING

PART OF THE SOUTH 1/2 OF SECTION 21, TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 OF SAID SECTION 21; THENCE NORTH 02 DEGREES 55 MINUTES 00 SECONDS WEST 275.38 FEET ALONG THE NORTH-SOUTH 1/4 OF SAID SECTION 21 TO THE EXISTING NORTH LINE OF HIGHLAND ROAD (M-59); THENCE NORTH 80 DEGREES 05 MINUTES 11 SECONDS EAST 1174.33 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF "RELOCATED" HARTLAND ROAD EASEMENT (RECORDED IN INSTRUMENTS 2009H-0011457 AND 2009R-011456 LCR); THENCE ALONG THE WESTERLY LINE OF SAID HARTLAND ROAD (VARIABLE WIDTH); NORTH 03 DEGREES 01 MINUTES 33 SECONDS WEST 122.20 FEET TO A POINT OF CURVE; THENCE 201.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 312.80 FEET, A DELTA OF 36 DEGREES 50 MINUTES 39 SECONDS, CHORD BEARS NORTH 21 DEGREES 30 MINUTES 25 SECONDS WEST 198.40 FEET TO A POINT OF TANGENT; THENCE NORTH 39 DEGREES 58 MINUTES 48 SECONDS WEST, 125.55 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING NINE COURSES ALONG THE NORTHERLY/EASTERLY LINE OF SAID HARTLAND SQUARE DRIVE EASEMENT; 1) 27.52 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, RADIUS 37.00 FEET, A DELTA OF 42 DEGREES 38 MINUTES 56 SECONDS, CHORD BEARS SOUTH 28 DEGREES 40 MINUTES 26 SECONDS WEST 26.89 FEET TO A POINT OF TANGENT; 2) SOUTH 49 DEGREES 58 MINUTES 59 SECONDS WEST 92.00 FEET; 3) SOUTH 49 DEGREES 13 MINUTES 09 SECONDS WEST 75.01 FEET; 4) SOUTH 49 DEGREES 58 MINUTES 58 SECONDS WEST 112.05 FEET; 5) 57.38 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT, RADIUS 265.20 FEET, A DELTA OF 12 DEGREES 23 MINUTES 50 SECONDS, CHORD BEARS SOUTH 61 DEGREES 50 MINUTES 38 SECONDS WEST 57.27 FEET TO A POINT OF COMPOUND CURVATURE; 6) 90.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 239.06 FEET, A DELTA OF 21 DEGREES 36

MINUTES 43 SECONDS, CHORD BEARS SOUTH 78 DEGREES 50 MINUTES 57 SECONDS WEST 89.64 FEET TO A POINT OF TANGENT; 7) SOUTH 89 DEGREES 39 MINUTES 29 SECONDS WEST 172.37 FEET TO A POINT OF CURVE; 8) 192.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 219.00 FEET, A DELTA OF 50 DEGREES 18 MINUTES 26 SECONDS, CHORD BEARS NORTH 65 DEGREES 11 MINUTES 19 SECONDS WEST 186.17 FEET TO A POINT OF TANGENT; 9) NORTH 40 DEGREES 02 MINUTES 07 SECONDS WEST 230.84 FEET; THENCE NORTH 49 DEGREES 57 MINUTES 53 SECONDS EAST 568.00 FEET TO A POINT WITHIN THE HARTLAND ROAD EASEMENT; THENCE 300.79 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, RADIUS 708.00 FEET, A DELTA OF 24 DEGREES 20 MINUTES 30 SECONDS, CHORD BEARS SOUTH 52 DEGREES 09 MINUTES 03 SECONDS EAST 298.53 FEET TO A POINT OF TANGENT; THENCE SOUTH 39 DEGREES 58 MINUTES 48 SECONDS EAST 261.98 FEET TO THE POINT OF BEGINNING, CONTAINING 23.21 ACRES, MORE OR LESS, OF LAND IN AREA.

Parcel 3:

Unit 1, Ring Road Condominium, according to the Master Deed thereof, as recorded in Instrument No. 2022R-030911, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 451, together with right in general common elements and limited common elements as set forth in said Master Deed, and as described in Act 59 of the Public Acts of 1978, as amended.

Also known as OL-6 described as follows:

Commencing at the South 1/4 of said Section 21; thence North 02 degrees 55 minutes 00 seconds West, 275.38 feet along the North-South 1/4 line (as monumented) to the North line of M-59 (Highland Road); thence North 80 degrees 05 minutes 11 seconds East, 273.89 feet along said North line to the East line of US-23; thence along the East line 50.91 feet along a curve to the left, said curve having a radius of 346.97 feet, a central angle of 08 degrees 24 minutes 24 seconds, and a chord which bears North 22 degrees 02 minutes 50 seconds West, 50.86 feet; thence continuing along said East line 85.49 feet along a curve to the left, having a radius of 346.97 feet, a central angle of 14 degrees 07 minutes 01 seconds, and chord bearing North 33 degrees 18 minutes 33 seconds West, 85.27 feet and North 40 degrees 22 minutes 05 seconds West, 163.88 feet to the Point of Beginning; thence continuing along said East line North 40 degrees 22 minutes 05 seconds West, 206.77 feet; thence North 49 degrees 56 minutes 16 seconds East, 219.81 feet to the Southwesterly line of Hartland Square Drive; thence along said Southwesterly line South 40

B

degrees 02 minutes 08 seconds East, 207.22; thence South 50 degrees 03 minutes 26 seconds West, 218.61 feet to the Point of Beginning.

Parcel 4:

Unit 3, Ring Road Condominium, according to the Master Deed thereof, as recorded in Instrument No. 2022R-030911, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 451, together with right in general common elements and limited common elements as set forth in said Master Deed, and as described in Act 59 of the Public Acts of 1978, as amended.

Also Known as OL 7-B described as follows:

Commencing at the South 1/4 of said Section 21; thence North 02 degrees 55 minutes 00 seconds West, 275.38 feet along the North-South 1/4 line (as monumented) to the North line of M-59 (Highland Road); thence North 80 degrees 05 minutes 11 seconds East 403.20 feet along said North line to the Point of Beginning, thence North 10 degrees 19 minutes 02 seconds West, 202.62 feet; thence North 80 degrees 05 minutes 05 seconds East, 18.03 feet; thence North 09 degrees 41 minutes 52 seconds East, 72.76 feet to the Southwesterly line of Hartland Square Drive Easement; thence along said Southwesterly line 70.32 feet along a non-tangent curve to the left, having a radius of 241.00 feet, a central angle of 16 degrees 43 minutes 06 seconds, and chord bearing South 81 degrees 58 minutes 58 seconds East, 70.07 feet and North 89 degrees 39 minutes 29 seconds East, 77.59 feet; thence South 10 degrees 19 minutes 02 seconds East, 236.69 feet to the North line of M-59 (Highland Road); thence along said North line South 80 degrees 05 minutes 11 seconds West, 185.58 feet to the Point of Beginning.

Parcel 5:

Unit 4, Hartland Rovey Drive Four Condominium, according to the Master Deed thereof, as recorded in Instrument No. 2009R-013719, First Amendment to the Master Deed recorded in Instrument No. 2010R-025231 and Second Amendment to the Master Deed recorded in Instrument No. 2017R-020973, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 382, together with right in general common elements and limited common elements as set forth in said Master Deed, and as described in Act 59 of the Public Acts of 1978, as amended.

Parcel 6:

Unit 4, Ring Road Condominium, according to the Master Deed thereof, as recorded in Instrument No. 2022R-030911, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 451, together with right in general common elements and limited common elements as set forth in said Master Deed, and as described in Act 59 of the Public Acts of 1978, as amended.

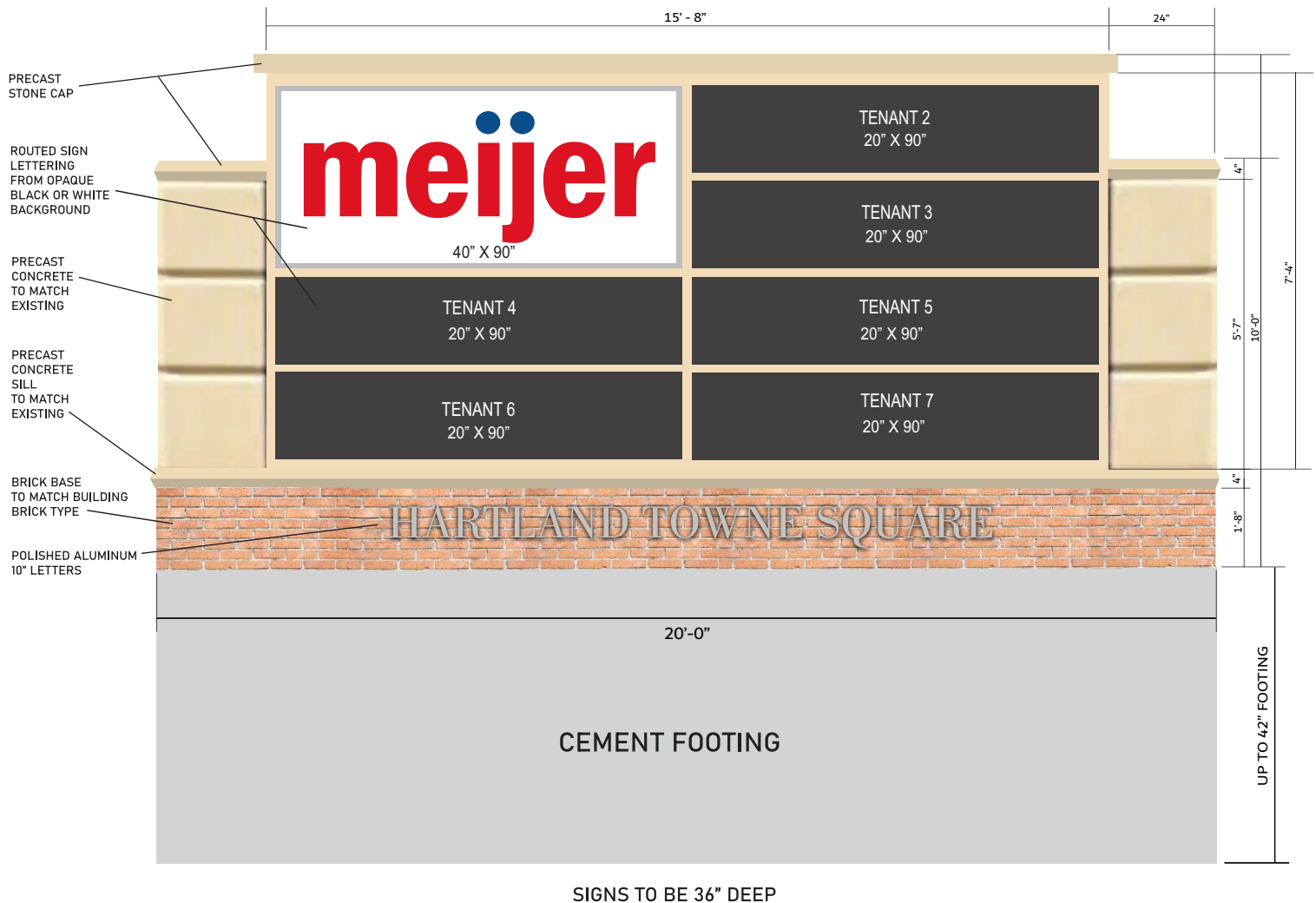
Also known as OL-7C described as follows:

A parcel of land being part of the South 1/4 of Section 21, T3N-R6E, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Commencing at the South 1/4 of said Section 21; thence North 02 degrees 55 minutes 06 seconds West 275.38 feet along the North-South 1/4 line (as monumented) to the North line of M-59 (Highland Road) thence North 80 degrees 05 minutes 11 seconds East 273.69 feet along said North line to the East line of US-23 and POINT OF BEGINNING; thence along said East line 50.91 feet along a curve to the left, having a radius of 346.97 feet, a central angle of 08 degrees 24 minutes 24 seconds and chord bearing North 22 degrees 02 minutes 50 seconds West 50.68 feet; thence North 49 degrees 51 minutes 20 seconds East 59.19 feet; thence South 44 degrees 40 minutes 27 seconds East 96.79 feet to the North line of said M-59 (Highland Road); thence along said North line South 80 degrees 05 minutes 11 seconds West 95.61 feet to the POINT OF BEGINNING.

EXHIBIT C

EXISTING DEVELOPMENT SIGN IMPROVEMENTS



ALL GROUND SIGNS LED INTERNALLY ILLUMINATED

**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**



ENTRY MONUMENT SIGN
EXISTING DEVELOPMENT SIGN IMPROVEMENTS

**SIGNS AT INTERSECTION OF HARTLAND ROAD & HIGHLAND ROAD
(WEST SIDE OF ROAD)**

EXHIBIT C

EXISTING DEVELOPMENT SIGN IMPROVEMENTS

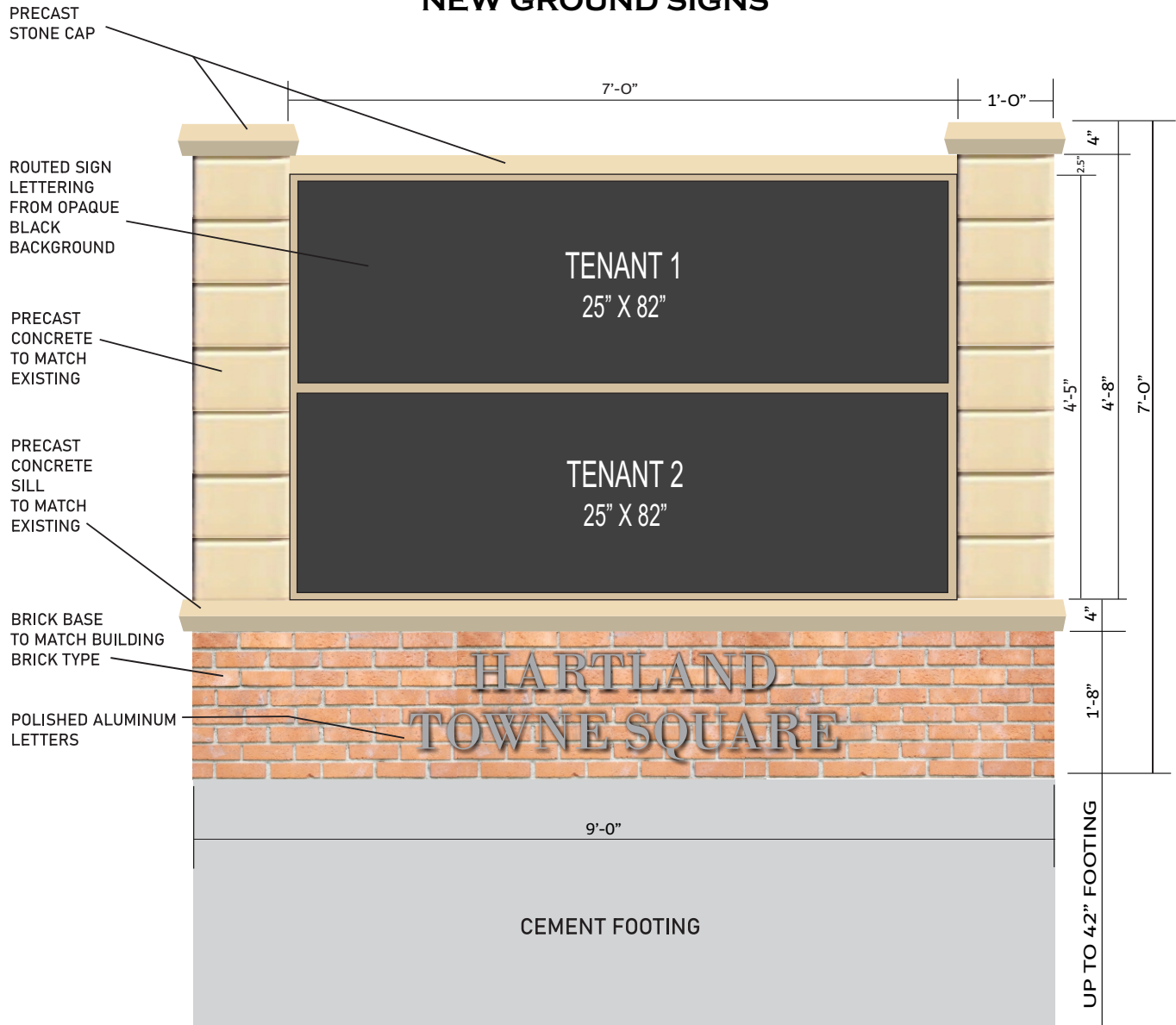


ALL GROUND SIGNS LED INTERNALLY ILLUMINATED

**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**

EXHIBIT D

NEW GROUND SIGNS



ALL GROUND SIGNS LED INTERNALLY ILLUMINTED

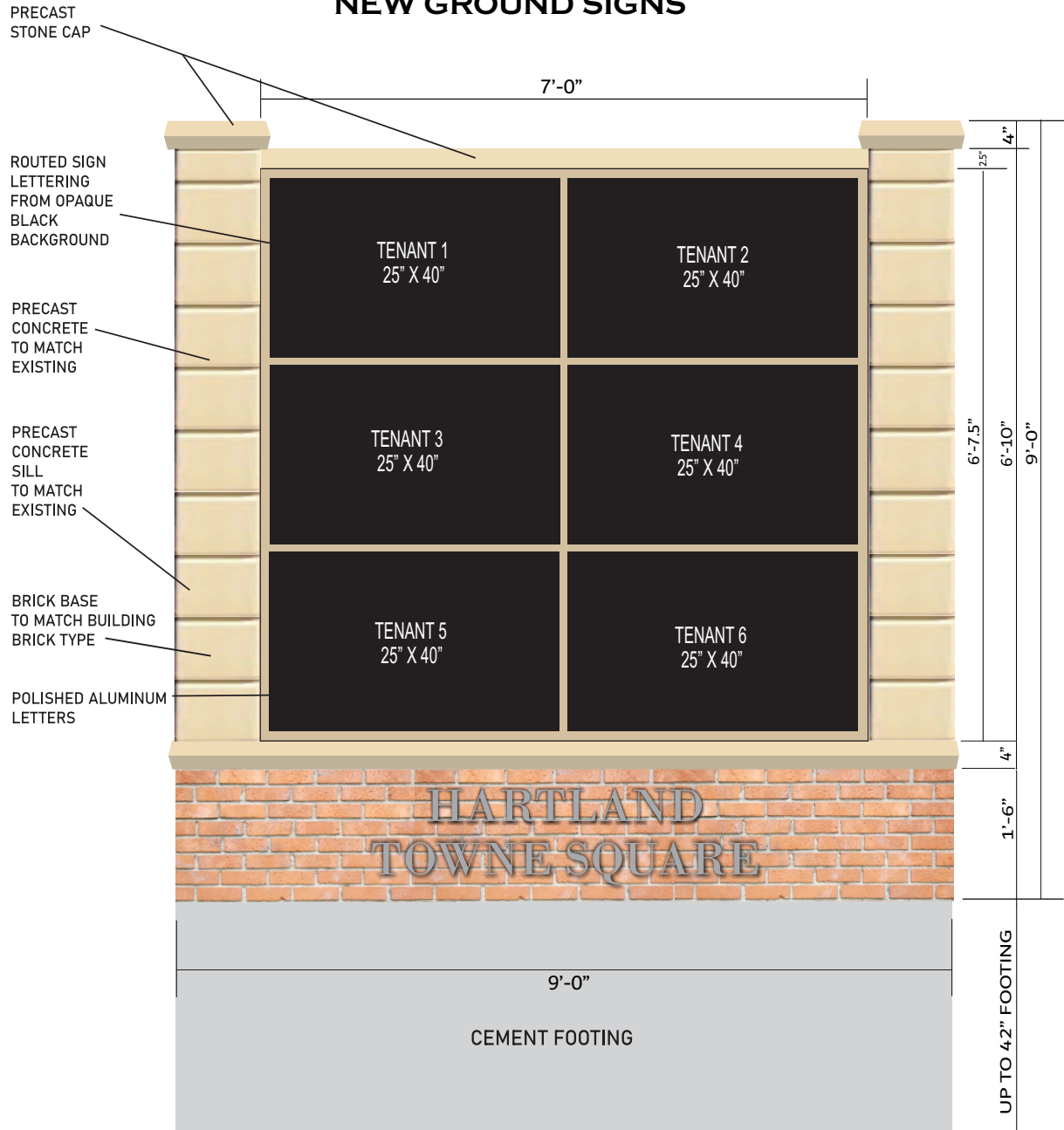
**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**



NEW MONUMENT SIGN DESIGN

EXHIBIT D

NEW GROUND SIGNS



SIGNS TO BE 36" DEEP

ALL GROUND SIGNS LED INTERNALLY ILLUMINATED

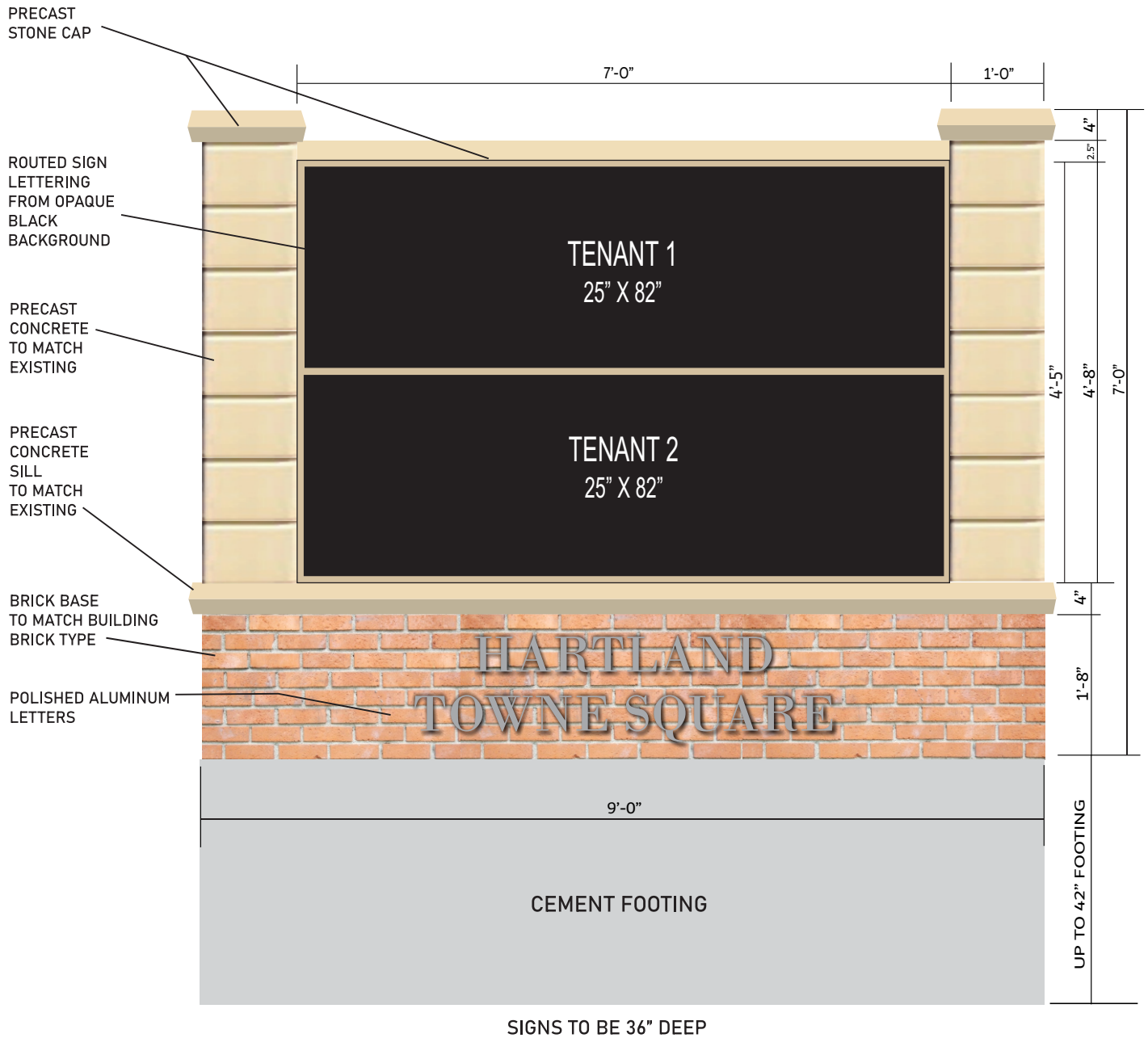
**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**

**SIGN
3**

NEW MONUMENT SIGN DESIGN

EXHIBIT D

NEW GROUND SIGNS



ALL GROUND SIGNS LED INTERNALLY ILLUMINATED

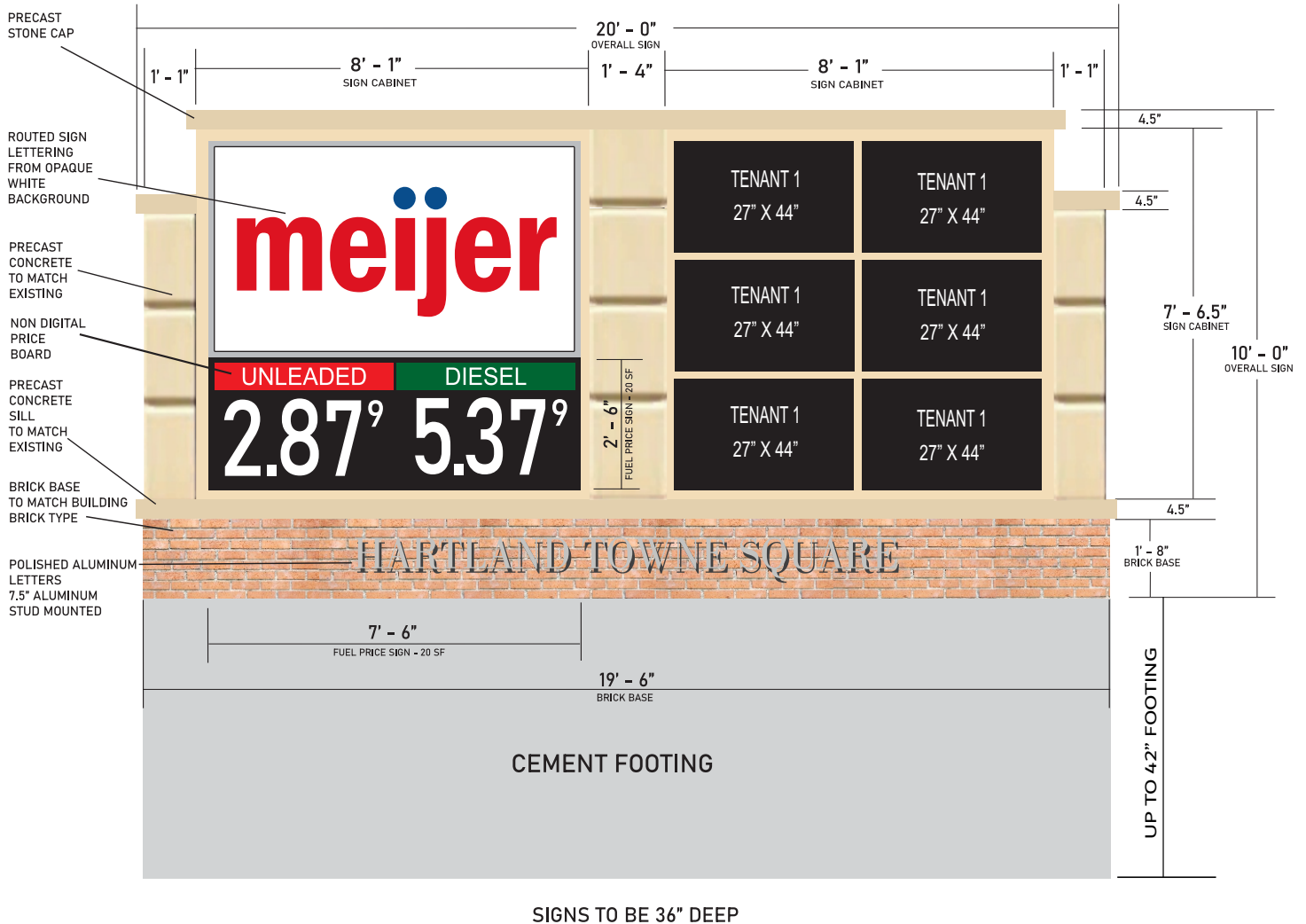
**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**



NEW MONUMENT SIGN DESIGN

EXHIBIT E

NEW DEVELOPMENT SIGNS



ALL GROUND SIGNS LED INTERNALLY ILLUMINTED

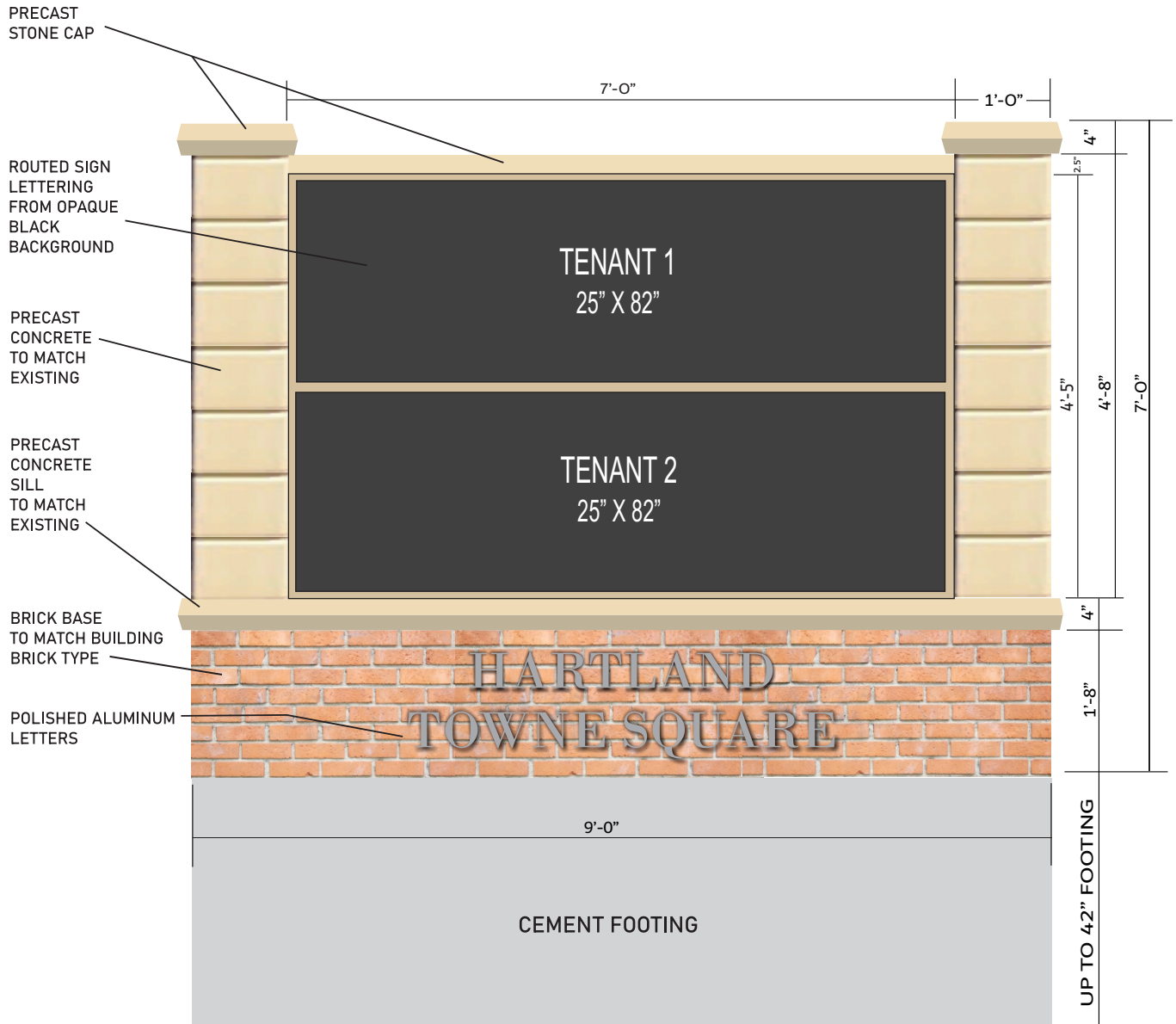
**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**

**SIGN
5**

**PROPOSED NEW MONUMENT SIGN ON OUTLOT 17
(M59 & CLARK ROAD)**

EXHIBIT E

NEW DEVELOPMENT SIGNS



SIGNS TO BE 36" DEEP

ALL GROUND SIGNS LED INTERNALLY ILLUMINATED

**ALL TENANT PANELS TO HAVE ROUTED FROM ALUMINUM LOGOS OR COPY
AND HAVE OPAQUE ALUMINUM BACKGROUNDS
AS PER EXISTING SIGNS AND TOWNSHIP REQUIREMENT**

**SIGN
6**

NEW MONUMENT SIGN DESIGN

EXHIBIT F
LED LIGHTS

*NOTE ALL LIGHT POLES AND FIXTURES SHALL BE BLACK



Catalog #: _____ Project: _____ Type: _____

Prepared By: _____ Date: _____

Greenbriar (XGBM)

Outdoor Area Light



OVERVIEW

Lumen Package (lm)	12,000 - 30,000
Wattage Range (W)	136 - 301
Efficacy Range (LPW)	71 - 123
Weight lbs (kg)	49.5 (22.5)

QUICK LINKS

FEATURES & SPECIFICATIONS

Construction

- Square, die-formed aluminum housing.
- Fully enclosed weather-tight housing contains factory prewired drivers and field connections.
- Gasketed, tethered top-access cover provides ease of installation and allows for easy driver access.
- Four captive stainless-steel fasteners secure the top access cover to the housing.
- Luminaire is proudly made in the U.S.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.

Optical System

- Select high-brightness LEDs in Cool White (5000K) or Neutral White (4000K) color temperature, 70 CRI.
- Types 3, 5, FT and FTA available - field rotatable reflectors.
- Clear tempered optical grade flat glass lens sealed to aluminum housing creates an IP67 rated, sealed optical unit (includes pressure stabilizing breather).
- Optical unit can be easily field rotated in 90° increments. Directional arrow on optics allows alignment without the unit being energized.
- Zero uplight.

Electrical

- LSI drivers feature integral sensor which reduces drive current when ambient temperatures exceed rated temperature.
- Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (UE - 50/60Hz input), and 347-480VAC.
- Available in Low Watt (LW), Super Saver (SS) and High Output (HO) drive currents (Drive currents are factory programmed).
- Components are fully encased in potting material for moisture resistance.
- Driver complies with FCC 47 CFR part 15 RFI/EMI standard.
- Operating temperature: -40°C to +50°C (-40°F to +122°F).
- 0-10V dimming (10% - 100%) Optional.

Controls

- Optional integral passive infrared motion sensor.
- Bi-level switching responds to external line voltage signal from separate 120-277V controller or sensor (by others), with low light level decreased to 30% maximum drive current.

Installation

- 2-1/2" x 5-3/8" x 12" extruded aluminum arm mounting bracket shipped standard. Use with LSI B5 traditional drilling pattern.
- Round Pole Plate (RPP2) required for mounting to 3"- 5" round poles. (See Accessory Ordering Information chart).

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to <https://www.lsicorp.com/resources/terms-conditions-warranty/> for more information.

Listings

- Listed to UL 1598 and UL 8750.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations
- IP67 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- US patent D574994 & 7,828,456 and MX patent 29631



Greenbriar (XGBM) Outdoor Area Light

Type : _____

 Have questions? Call us at (800) 436-7800

ORDERING GUIDE

[Back to Quick Links](#)

TYPICAL ORDER EXAMPLE: XGBM 5 LED HO CW UE WHT IMS

Prefix	Distribution	Light Source	Lumen Package	Color Temperature
XGBM ¹ - Greenbriar	3 - Type 3 FT - Type 4 (Forward Throw) FTA - Forward Throw Automotive SW - Type 5W	LED	LW - Low Watt (12,000 Nominal Lumens) SS - Super Saver (18,000 Nominal Lumens) HO - High Output (30,000 Nominal Lumens) Custom Lumen Packages ⁶	CW - Cool White (5,000K CCT) NW - Neutral White (4,000K CCT)

Voltage	Finish	Controls	Options
UE - Universal Voltage (120-277V) 347-480 - High Voltage (347-480V)	BRZ - Dark Bronze BLK - Black GMG - Gun Metal Gray GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	Blank - None Wireless Controls System ALSC - AirLink Synapse Control System ^{2,3} Stand-Alone Controls DIM - 0-10 volt dimming (from external signal) ⁴ BLS - Bi-level Switching (120-277V controls system voltage) ⁵ IMS - Integral Motion Sensor ⁶ PCI120 - 120V Button Type Photocell PCI208 - 208V Button Type Photocell PCI240 - 240V Button Type Photocell PCI277 - 277V Button Type Photocell PCI347 - 347V Button Type Photocell	Blank - None 8BK - 8" Bracket (S and D180 only)



Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 436-7800



MOUNTING ACCESSORY ORDERING INFORMATION

Order Number	Description
162914BLK	RPP2 - Round Pole Plate
123111CLR	BKS-BO-WM-*-CLR - Wall Mount Plate
144191CLR	BKU-BO-S-19-CLR - Upsweep Bracket for round or square poles

SHIELDING ORDERING INFORMATION

Order Number	Description
482002 BLK ⁷	XGBM-HSS House Side Shield (Black only)

FUSING ORDERING INFORMATION

Order Number	Description
	Single Fusing (120V)
	Single Fusing (277V)
See Fusing Guide	Double Fusing (208V, 240V)
	Double Fusing (347V)
	Double Fusing (480V)

1 - Use with B5 drilling pattern

2 - For wireless controls information and accessories, see Controls section.

3 - Requires a SiteManager and override switch. Not compatible with BLS or IMS option.

4 - Not compatible with IMS or BLS option.

5 - Not compatible with wireless controls system, DIM or IMS option.

6 - Not compatible with wireless controls system, DIM or BLS option

7 - House Side Shields add to fixture EPA. Consult factory

8 - Fusing must be located in the hand hole of pole.



Greenbriar (XGBM)Outdoor Area Light

Type : _____

Have questions? Call us at (800) 436-7800

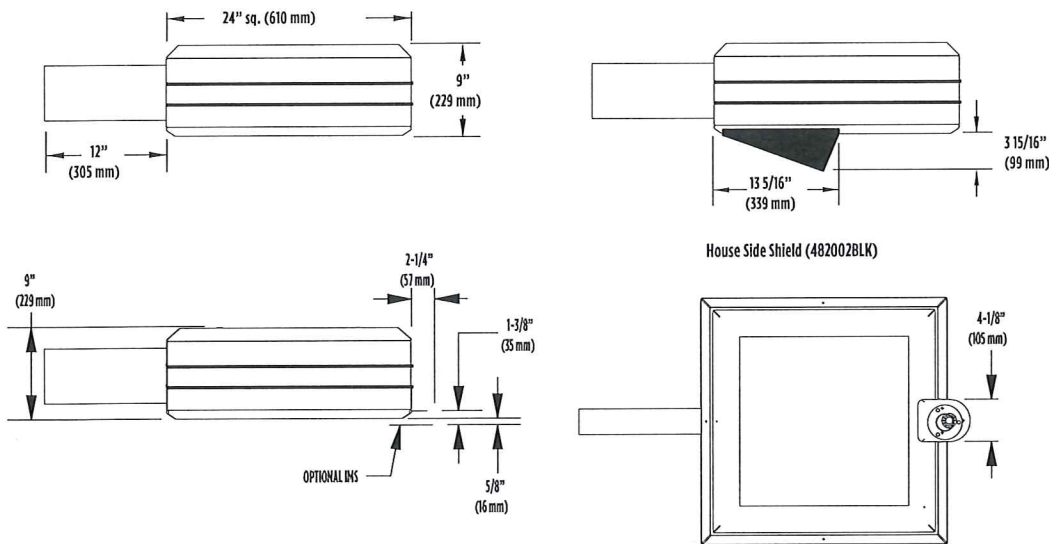
PERFORMANCE

[Back to Quick Links](#)

Delivered Lumens*									
Lumen Package	Distribution	CRI	CW - 5000K CCT			NW - 4000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
LW	3	70	14082	100	B2-U0-G2	11451	84	B2-U0-G2	137
	3 HSS		9205	67	B1-U0-G2	7513	55	B1-U0-G2	
	FT		15019	107	B1-U0-G3	12217	90	B1-U0-G3	
	FT HSS		11519	84	B1-U0-G3	9365	69	B1-U0-G3	
	5		13842	99	B3-U0-G2	11291	83	B3-U0-G2	
	FTA		16560	118	B3-U0-G2	13473	99	B3-U0-G2	
	FTA HSS		11440	84	B2-U0-G2	9277	68	B2-U0-G2	
SS	3	70	20181	108	B3-U0-G2	16394	87	B3-U0-G2	189
	3 HSS		13034	70	B2-U0-G2	10384	55	B2-U0-G2	
	FT		20700	111	B2-U0-G3	17230	91	B2-U0-G3	
	FT HSS		15273	82	B1-U0-G3	12597	67	B1-U0-G3	
	5		18044	97	B4-U0-G2	15173	80	B4-U0-G2	
	FTA		23033	123	B3-U0-G3	18752	99	B3-U0-G3	
	FTA HSS		15213	81	B3-U0-G2	12516	66	B3-U0-G2	
HO	3	70	26754	89	B3-U0-G3	22240	77	B3-U0-G2	289
	3 HSS		17316	60	B2-U0-G2	13941	48	B2-U0-G2	
	FT		29070	97	B2-U0-G4	23512	97	B2-U0-G4	
	FT HSS		20964	73	B1-U0-G4	17191	73	B1-U0-G4	
	5		25464	85	B4-U0-G2	20549	71	B4-U0-G2	
	FTA		31808	106	B4-U0-G4	25407	88	B3-U0-G3	
	FTA HSS		20838	72	B3-U0-G3	16855	58	B3-U0-G3	

*LEDs are frequently updated therefore values are nominal

PRODUCT DIMENSIONS



LUMINAIRE EPA CHART

		8" Bracket	12" Bracket
Single		2.3	2.4
D180°		4.7	4.8
D90°	12" Bracket Required		4.7
T90°			7.2
TN120°			7.3
Q90°			8.8

Greenbriar (XGBM)Outdoor Area Light

Type: _____

 Have questions? Call us at (800) 436-7800

CONTROLS

[Back to Quick Links](#)

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

[Click here to learn more about AirLink.](#)

Occupancy Sensing (IMS)

Optional integral passive infrared motion sensor activates switching of luminaire light levels. High level light is activated and increased to full bright in 1-2 seconds upon detection of motion. Low light level (30% maximum drive current) is activated when target zone is absent of motion activity for ~2 minutes and ramps down (10-15 seconds) to low level to allow eyes time to adjust. Sensor is located on the front of optical assembly and rotates with the optic. Sensor optic has a detection cone of approximately 45°. Examples of detection - occurs 30' out from a 30' mounting height pole; occurs 20' out from a 20' mounting height pole.

[Click here to learn more about IMSBT.](#)

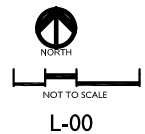


EXHIBIT G LANDSCAPE MODIFICATIONS



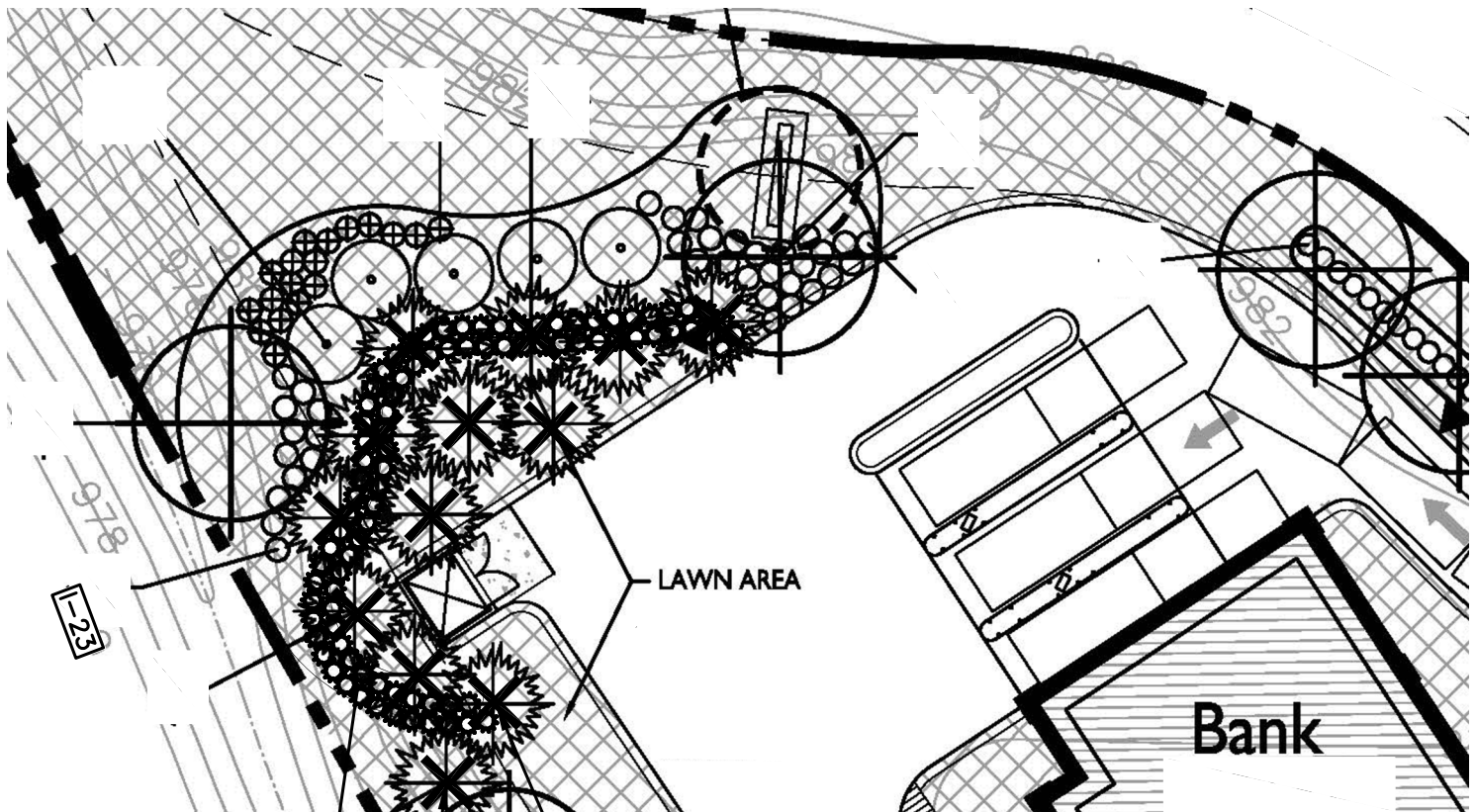
REMOVAL OF OVERGROWN EVERGREEN TREES AND REPLACEMENT WITH JUNIPER AS ILLUSTRATED ON SHEETS L-1 THROUGH L-H.

AREAS INDICATED AND OTHER LANDSCAPE AREAS THROUGHOUT THE DEVELOPMENT MAY ALSO BE SUPPLEMENTED WITH ADDITIONAL LANDSCAPE PLANTINGS FOLLOWING SUBMITTAL TO, AND REVIEW AND APPROVAL BY, HARTLAND TOWNSHIP AS AMENDMENTS TO THE ORIGINAL PROPOSED LANDSCAPING FOR HARTLAND TOWN SQUARE.



AREA 'A'

HARTLAND ROAD



REMOVE OVERGROWN EVG. TREES;
REPLACE WITH 3' HT. MIN. SEAGREEN
JUNIPER, APPROX. 5-6' OC., MIN. DOUBLE
ROW, WITHIN PLANT BED.
JUNIPERS TO BE LOCATED 15' FROM
ORNAMENTAL TREES.

EXISTING EVG. TREE
TO BE REMOVED,
TYP

L-A, SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
90	JSG36	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	36" Ht.	Cont.



NOT TO SCALE

L-A

AREA 'B'

EXISTING EVG. TREE
TO BE REMOVED,
TYP

JSG36
24

REMOVE OVERGROWN EVG. TREES;
REPLACE WITH 3' HT. MIN.
SEAGREEN JUNIPER, APPROX.
5-6' OC., MIN. STAGGERED ROW,
WITHIN PLANT BED. JUNIPERS TO
BE LOCATED 15' FROM
ORNAMENTAL TREES.

JSG36
24

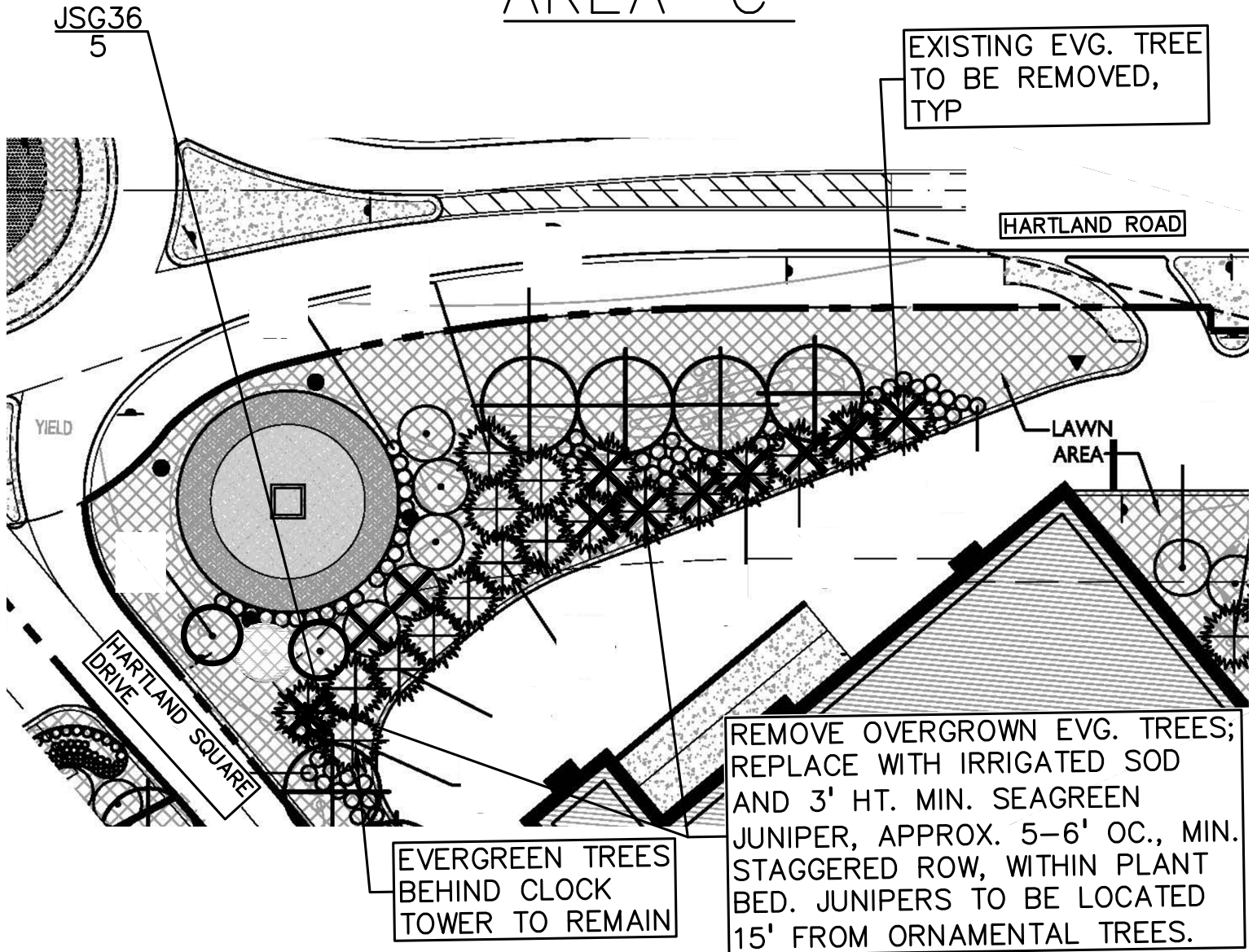
L-B, SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
48	JSG36	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	36" Ht.	Cont.



L-B

AREA 'C'



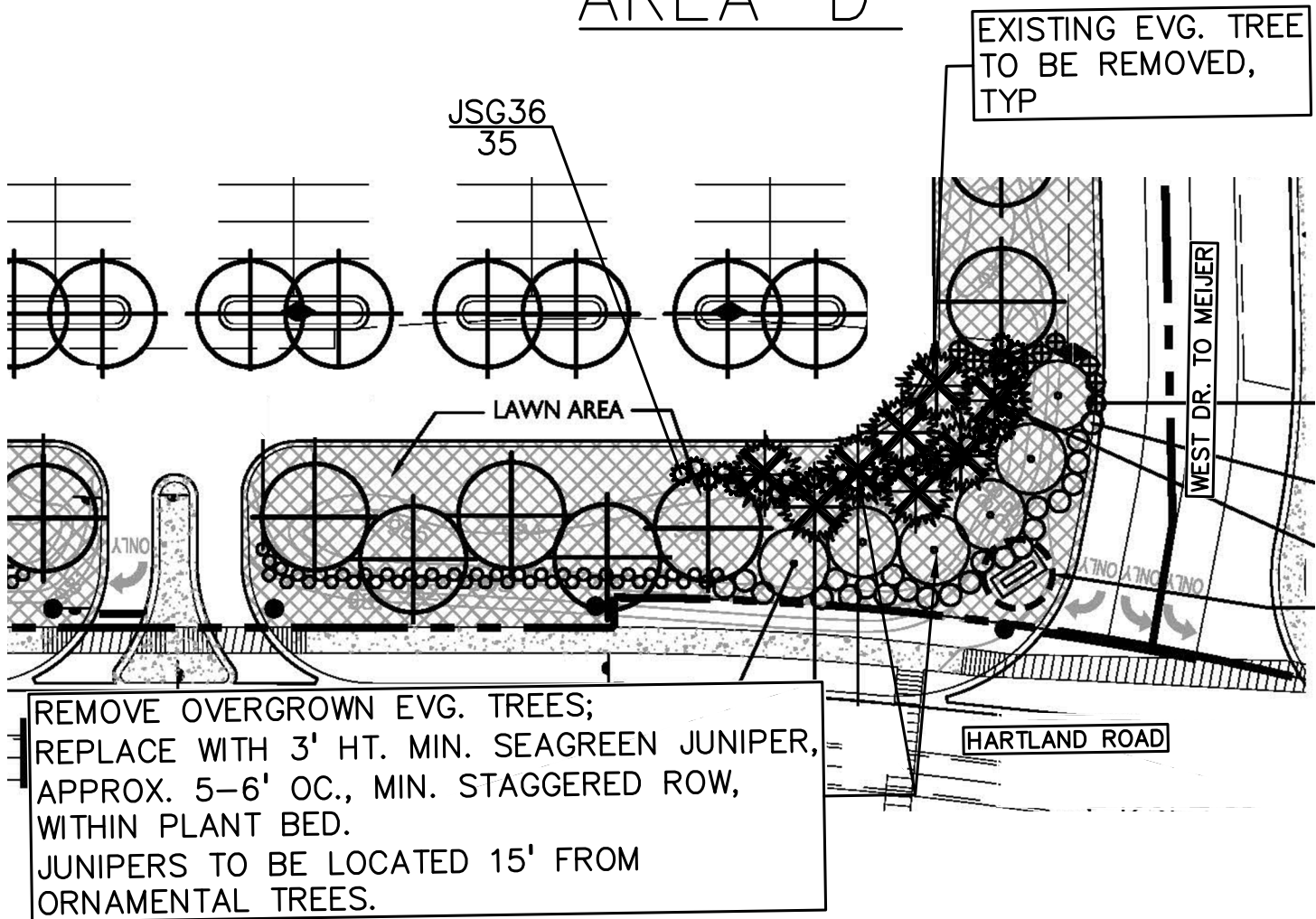
L-C, SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
5	JSG36	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	36" Ht.	Cont.



L-C

AREA 'D'



L-D, SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
35	JSG36	Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>	36" Ht.	Cont.



L-D

AREA 'E'

JSG36
20

EXISTING EVG. TREE
TO BE REMOVED, TYP

C
2

REMOVE OVERGROWN EVG. TREES;
REPLACE WITH 3' HT. MIN.
SEAGREEN JUNIPER, APPROX. 5-6'
OC., MIN. STAGGERED ROW, WITHIN
PLANT BED.
JUNIPERS TO BE LOCATED 15'
FROM ORNAMENTAL TREES.

L-E, SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
20	JSG36	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	36" Ht.	Cont.

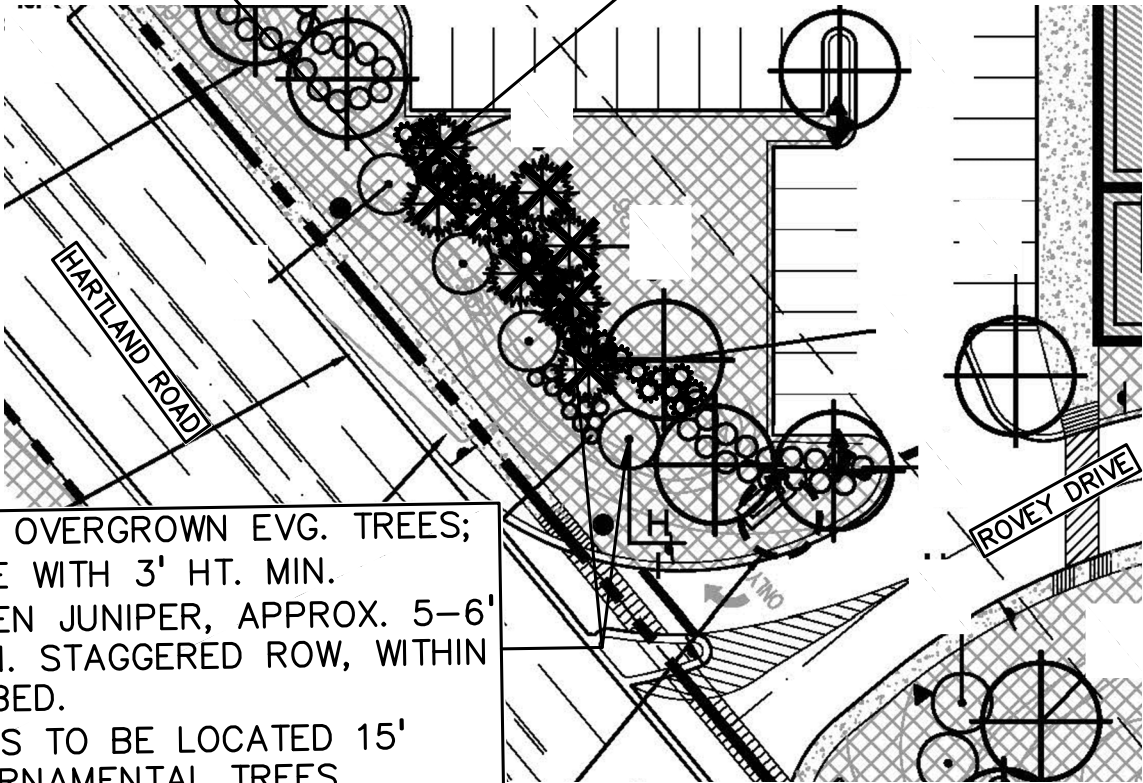


L-E

AREA 'F'

JSG36
35

EXISTING EVG. TREE
TO BE REMOVED,
TYP

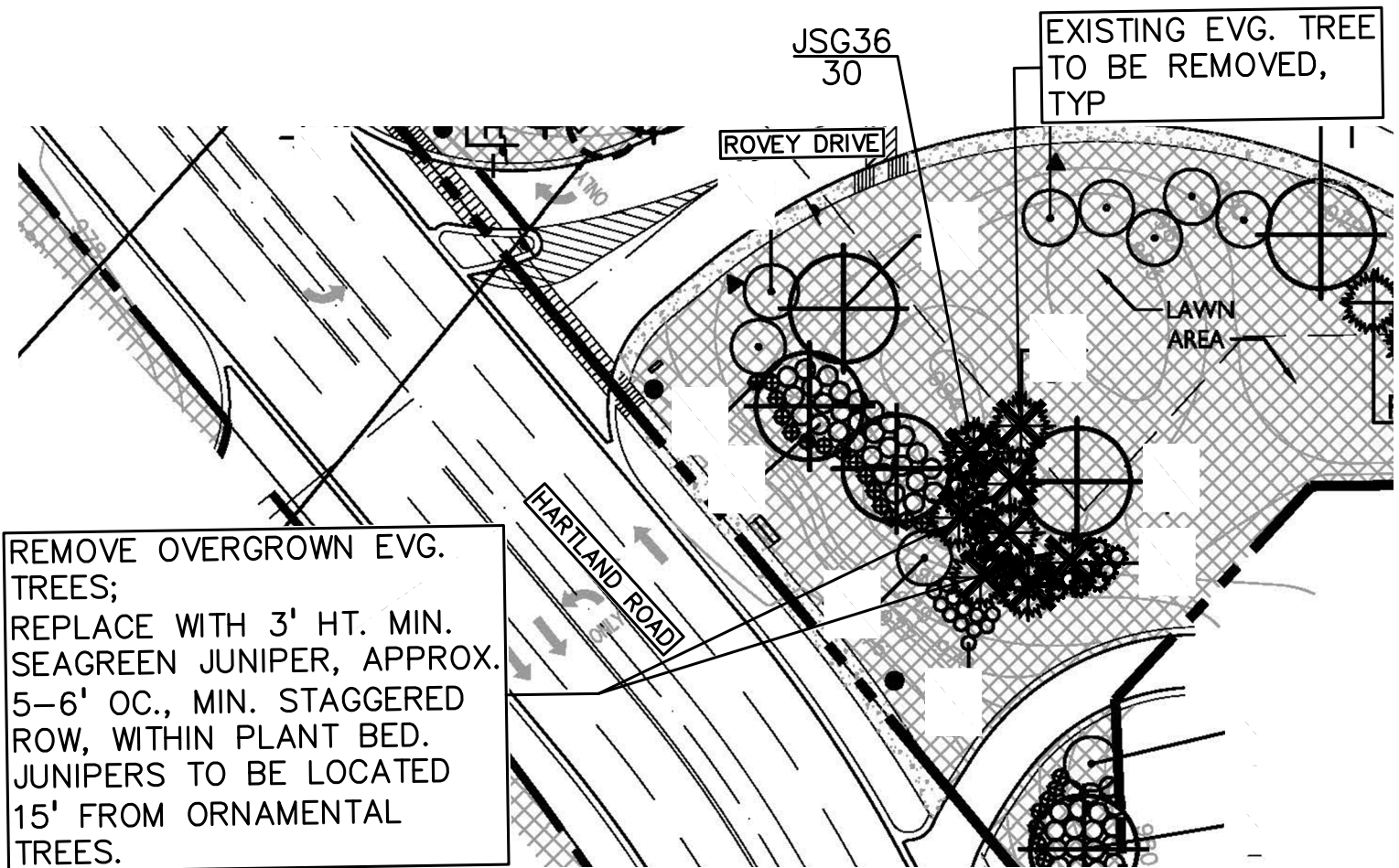


REMOVE OVERGROWN EVG. TREES;
REPLACE WITH 3' HT. MIN.
SEAGREEN JUNIPER, APPROX. 5-6'
OC., MIN. STAGGERED ROW, WITHIN
PLANT BED.
JUNIPERS TO BE LOCATED 15'
FROM ORNAMENTAL TREES.

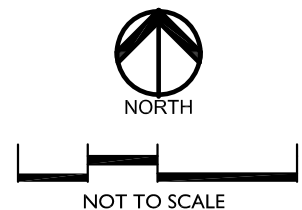
L-F, SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
35	JSG36	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	36" Ht.	Cont.



AREA 'G'

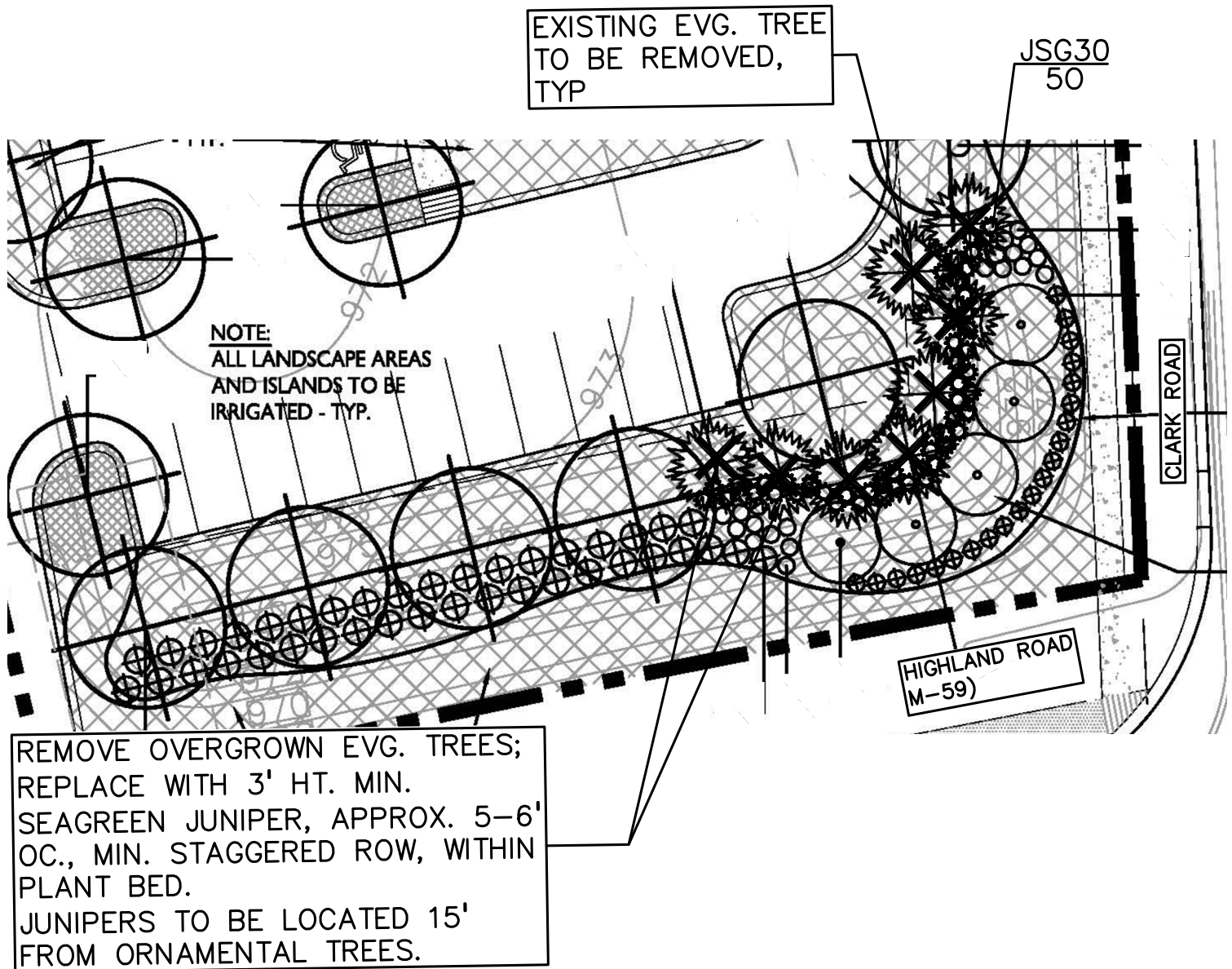


L-G, SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
30	JSG36	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	36" Ht.	Cont.



L-G

AREA 'H'



L-H, SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
50	JSG36	Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>	36" Ht.	Cont.



L-H

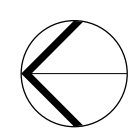
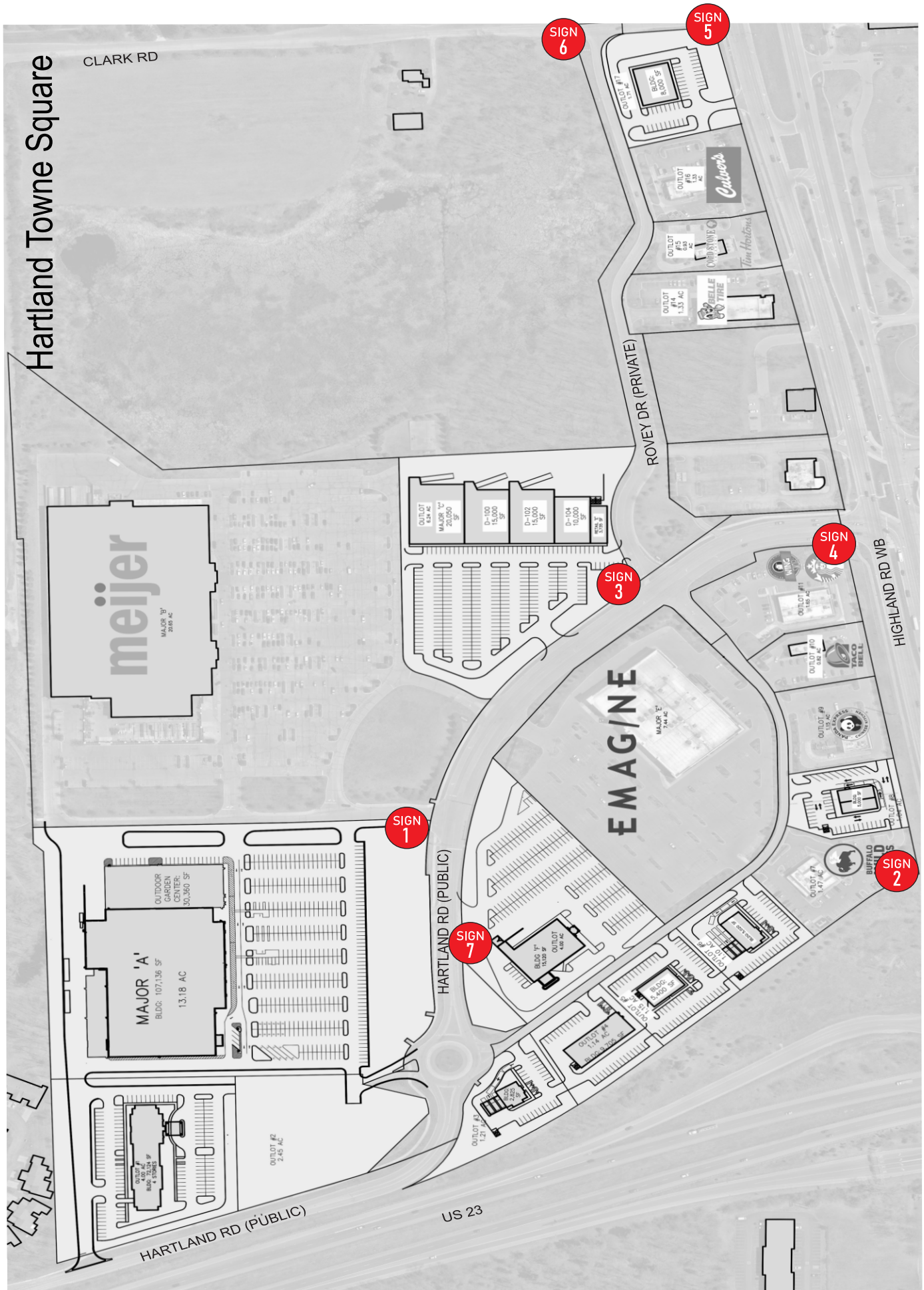
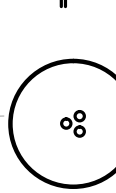
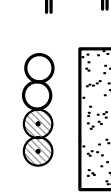
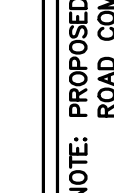


Exhibit H - Current Site Plan

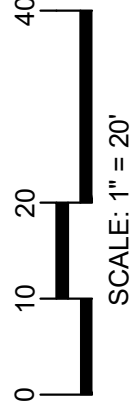
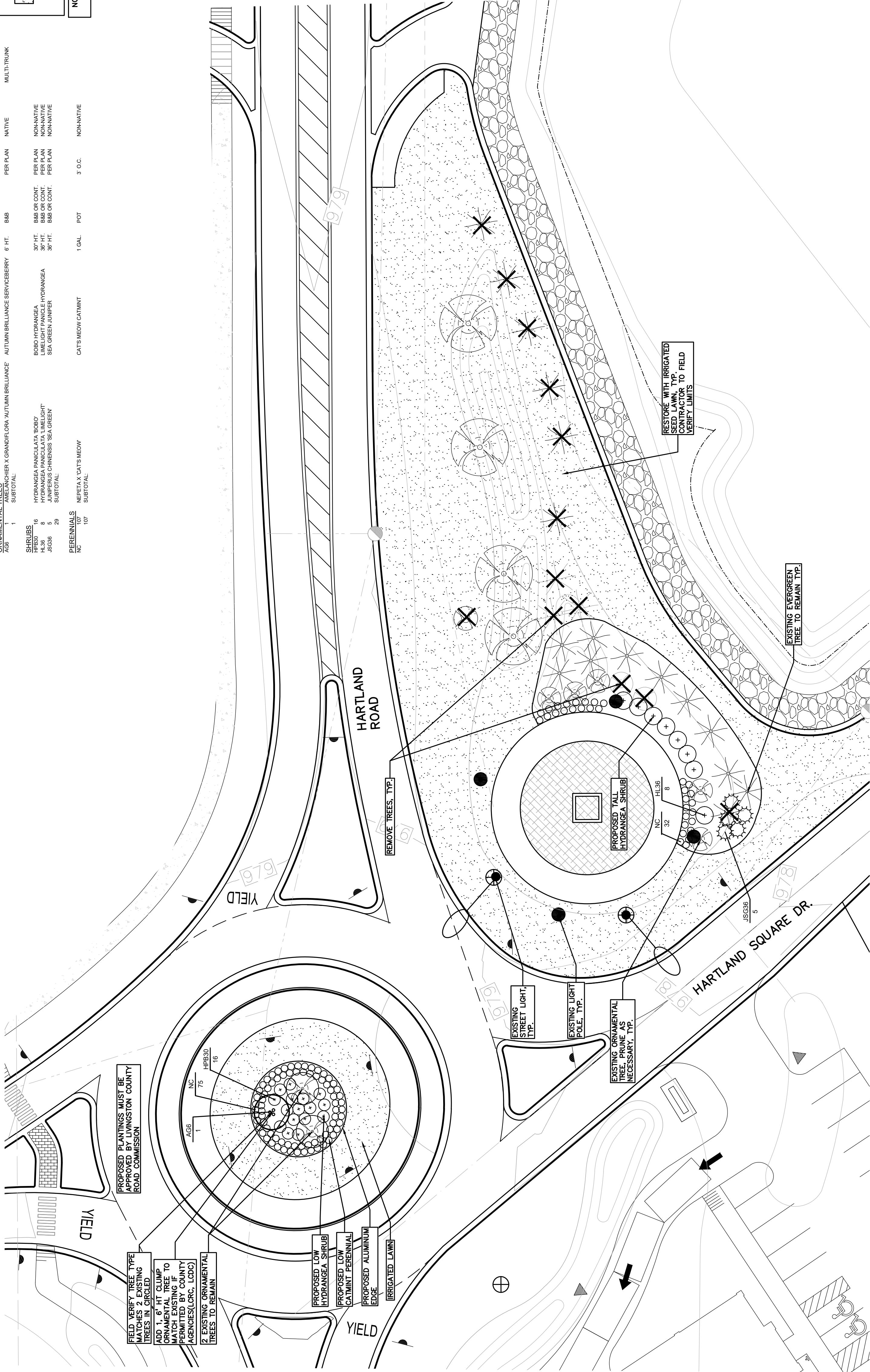
Hartland Towne Square



NEW SIGN MAP - EXHIBIT I

KEY	= EXISTING DEC./ ORNAMENTAL TREE TO REMAIN  = EXISTING EVERGREEN TREE TO REMAIN  = EXISTING DEC./ ORNAMENTAL TREE TO BE REMOVED  = EXISTING EVERGREEN TREE TO BE REMOVED  = PROPOSED CLUMP ORNAMENTAL TREE  = PROPOSED DECIDUOUS SHRUBS  = PROPOSED ORNAMENTAL GRASS / PERENNIALS  = RESTORE BERM / IRRIGATED SOD LAWN  NOTE: NO ROCKS PER TWP ORDINANCE NOTE: ALL LANDSCAPE AREAS MUST BE IRRIGATED
NOTE: PROPOSED PLANTINGS MUST BE APPROVED BY LIVINGSTON COUNTY ROAD COMMISSION, (LORC AND LDC)	

PLANT SCHEDULE CIRCLE AND CLOCK TOWER AREA						
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	DESIGNATION
ORNAMENTAL TREES						
ARB 1	1	AMELANSCHIER X GRANDIFLORA	AUTUMN BRILLIANCE	6' HT.	8MB	NATIVE
SUB TOTAL:						
SHRUBS						
ARB 6	6	HYDRANGEA PANICULATA 'WABO'	BLOOM OF HYDRANGEA	36" HT.	8MB OR CONT.	PER PLAN
ARB 16	16	HYDRANGEA PANICULATA 'LIMELIGHT'	LIMELIGHT PANICLE HYDRANGEA	36" HT.	8MB OR CONT.	NON NATIVE
ARB 29	29	HYDRANGEA CHINENSIS 'SEA GREEN'	SEA GREEN JUNEPIER	36" HT.	8MB OR CONT.	NON NATIVE
SUB TOTAL:						
PERENNIALS						
ARB 107	107	HEPHTA X CATS MEADOW	CAT'S MEADOW CATMINT	1 GAL.	POT	NON NATIVE
SUB TOTAL:						
						MULTI-TRUNK



NOT FOR CONSTRUCTION

**LANDSCAPE
CONCEPT
CIRCLE AND
CLOCK TOWER
AREA C**

EXHIBIT C - Monument Sign Improvements

Location	Sign Number per Exhibit	Existing Sign SF	New Sign SF	Current		New Total Panels	Added Panel Size (SF)	Current Height (in)	Currently Allowed Max Height	New Height (in)
				Panel Size	Total Panels					
Waterfall Hartland Road & M-59	2	111.36	181.36	12.5	6	10	17.5	120	120	120
	4	27.32	100	13.66	2	8	12.5	82	192	108

EXHIBIT D - New Ground Signs

<u>Location</u>	<u>Sign Number per Exhibit</u>	<u>New Signage Area SF</u>	<u>Panel Size (SF)</u>	<u>Max New Total Panels</u>	<u>New Height (in)</u>
Major A Rovey and Hartland Road	1	28.5	14.25 / 28.5	2	84
	3	42	7	6	108
Hartland Road / Building F	7	28.5	14.25 / 28.5	2	84

EXHIBIT E - New Development Signs

<u>Location</u>	<u>Sign Number per Exhibit</u>	<u>New Signage Area SF</u>	<u>Max New Total Panels</u>	<u>New Height (in)</u>
Clark and M-59*	5	111	9	120
Clark and Rovey Drive (Directional Sign)	6	n/a	n/a	84

*** Prior Permitted 56 SF Meijer Gas Station Sign will be incorporated into this sign

HARTLAND PD WALL SIGN TABLE										
Building	Required Frontage (SF)	Required Building SF	Total Wall Signs Currently Allowed	Total Wall Signs Proposed to Be Allowed	Currently Allowed Size for tenants	Proposed Allowed Size Signs for tenants	Currently Allowed Max Total SF	Proposed Max Size of Total Signage	Single Sign Limit Currently	Single Sign Limit Proposed
Endcaps of Multi- Tenant Outlots; Retail E; and Major C	0-40	n/a	1	2	2 SF / SF of frontage	Two Signs - Each 2 SF / SF of frontage	60	120	n/a	Half of Total
Endcaps of Multi- Tenant Outlots; Retail E; and Major C	40 - 99	n/a	1	2	2 SF / SF of frontage + .25 SF for each foot of frontage over 40 SF	2 Signs - Each -2 SF / SF of frontage + .25 SF for each foot of frontage over 40 SF	150	300	n/a	Half of Total
Endcaps of Multi- Tenant Outlots; Retail E; and Major C	100	15,000- 17,999	1	2	150 *	300	n/a	n/a	n/a	Half of Total
Endcaps of Multi- Tenant Outlots; Retail E; and Major C	100	18,000 - 59,999	1	2	150	300	n/a	n/a	n/a	Half of Total
Endcaps of Multi- Tenant Outlots; Retail E; and Major C	100	60,000- 100,000	1	2	150	300	150	n/a	n/a	Half of Total
All Retail and Outlot Buildings (other than Retail D-1 and Major C)	100	15,000- 17,999	2	2	150*	150	150	150	n/a	n/a
All Retail and Outlot Buildings (other than Retail D-1 and Major C)	100	18,000 - 59,999	2	2	150	150	150	150	n/a	n/a
Any Location	Any	60,000- 99,999	2	8	150	500	150	500	n/a	200
Any Location	Any	100,000+	8	8	300	500	300	500	150	200
Hotel/Motel with 2 Stories	Any	Less than 100,000 SF	1 - 2	8	Varies	500	Varies	500	Varies	200
* Only allowed for up to 2 tenants in the development with 150 SF of signage by right under current classification										



Board of Trustees

William J. Fountain, Supervisor
Larry N. Ciofu, Clerk
Kathleen A. Horning, Treasurer

Joseph W. Colaianne, Trustee
Matthew J. Germane, Trustee
Glenn E. Harper, Trustee
Joseph M. Petrucci, Trustee

MEMORANDUM

Submitted By: Troy Langer, Planning Director

Subject: 8th Amendment to Hartland Towne Square PD Agreement and Pattern Book

Date: September 11, 2019

Recommended Action

Move to approve the 8th Amendment to the Planned Development Agreement and Pattern Book, as outlined in the staff memorandum.

Discussion

Applicant Information

Applicant RPT, Formerly RAMCO HARTLAND, LLC

Site Description

The Hartland Towne Square Planned Development (PD) is located north of Highland Road (M-59) and west of Clark Road in Section 21 of Hartland Township. The entire commercial development is approximately 81.34 acres in size and is comprised of multiple parcels. Hartland Towne Square PD is zoned Planned Development (PD) and was approved in 2008.

Request

In this instance, there were several parties requesting to make some changes to the current PD regulations. The Planning Department staff thought it would help simplify the request to have all the requests unified into a single application, and all parties agreed. As a result, for this request, RPT is the designated applicant; however, the portions of this request were initiated from other business owners within the development. The applicant is requesting approval to amend two documents associated with Hartland Towne Square PD, specifically the PD and the Pattern Book for Hartland Towne Square. The request addresses several concerns that have arisen over the years since the project was approved in 2008. The Planning Department and the Site Plan Review committee met with the applicant several times over the past year to discuss amending the documents. The consensus of the group was to incorporate all the changes as part of the same amendment request. Due to the nature of the changes, amendments are proposed to the Planned Development Agreement and the Pattern Book.

Overview and Background Information

The Hartland Towne Square Planned Development was approved by the Township on March 18, 2008, under SP #429F. The approved plans for the PD include the Planned Development Agreement (the “Agreement”), the Pattern Book for Hartland Towne Square (site design standards), and the Final Plan (detailed site and landscape plans). Together these documents provide the development standards for Hartland Towne Square PD. Seven (7) amendments to the PD have occurred between 2008 and 2019 as outlined below:

1st Amendment

The first amendment to the PD was approved on July 1, 2008. The Agreement, Final Plan (Amended Final Plan, dated June 18, 2008), and Pattern Book (Rev. NO. 3 dated June 18, 2008) were updated in conjunction with the construction of Meijer’s.

2nd Amendment

The second amendment to the PD was approved on August 6, 2008 which facilitated the granting of certain alternate access easements within the PD site. The second amendment did not require changes to the previously approved site plans (Amended Final Plan) or Pattern Book.

3rd Amendment

On January 20, 2009, the third amendment to the PD Agreement was approved. The text of Paragraph 21 of the PD Agreement (Integration) was amended to establish the required signatories of any amendment to the PD Agreement. Changes to the Amended Final Plan and Pattern Book were not required.

4th Amendment

The fourth amendment was approved on March 30, 2009, which amended the text of Paragraph 14.3 of the Agreement as it related to the newly configured Hartland Road and the granting of the Highway Easement to the Livingston County Road Commission. Changes to the Amended Final Plan and Pattern Book were not required.

5th Amendment

On August 4, 2010, the fifth amendment was approved. The text of Paragraphs 2 (Intent) and Section 6.6.4 (Signs) were amended to provide for the incorporation of approved amendments to the Agreement into the Final Plan and to provide for the relocation of and replacement of a directional sign to direct traffic to businesses on Rovey Drive. Drawings of the directional sign and revised site plans showing the location of the sign are incorporated into the fifth amendment document and as part of Sign Application #715. The Amended Final Plan and Pattern Book were not formally amended.

6th Amendment

On February 7, 2017, the Township Board approved the sixth amendment, which amended the wall sign standards as outlined in the Hartland RAMCO Planned Development Agreement (Section 6.6.3) and Hartland Towne Square Pattern Book (Page 28), under Site Plan Application #439A.

7th Amendment

On March 5, 2019, the Township Board approved the seventh amendment which allowed for an additional drive-through restaurant. Previously drive-through service was permitted for up to seven establishments, with two allotted for restaurants. The seventh amendment allows drive-through service

for up to eight establishments, with three allotted for restaurants. The amendment was in conjunction with the request for the construction of a Panda Express restaurant with drive-through service. The project was approved under Site Plan Application #19-002. This amendment has not yet been recorded.

Other History

Currently, Hartland Towne Square includes the following businesses; Meijer's, Taco Bell, Belle Tire, Tim Horton's/Cold Stone Creamery, and Culver's. Additional approvals include the following projects:

- On January 12, 2017, the Planning Commission approved Site Plan Application #544, a request to construct an approximate 64,400 square foot Emagine Theatre, to be located in the area bounded by Hartland Road and Hartland Square Drive, within the Hartland Towne Square PD.
- On June 22, 2017, the Planning Commission approved Site Plan Application #17-008; a request to revise previously approved plans under SP #544 and reduces the size of the Emagine Theatre building from 64,400 square feet to 55,132 square feet.
- On January 25, 2018, the Planning Commission approved Site Plan Application #17-019, a request to construct an approximate 2,900 square foot Flagstar Bank, with three (3) drive-through windows, to be located at the northwest corner of Hartland Road and Highland Road (M-59). The project did not progress to the construction stage.
- On February 14, 2019, the Planning Commission approved Site Plan Application #19-002, a request to construct an approximate 2,300 square foot Panda Express restaurant with one (1) drive-through window, to be located west of the Taco Bell, on Highland Road (M-59).

Approval Procedure

The amendment to the PD requires the Planning Commission to make a recommendation to the Township Board and the Township Board has the final approval.

Summary of the Request

The request is to amend the Hartland Towne Square PD, specifically the PD Agreement and the Pattern Book for Hartland Towne Square. This is considered the 8th Amendment. There are several components to the proposed amendment which are summarized below by topic.

1. On-going maintenance of private roads within the development

Hartland Towne Square PD currently has two (2) private roads, internal to the PD; Rovey Drive and Hartland Square Drive. Several parcels/businesses within the PD have access along the private roads. As parcels have developed in the PD, several land divisions also occurred, whereby the right-of-way area for Hartland Square Drive and Rovey Drive appeared to be exempted from the ownership of the adjacent parcels. This presented potential future concerns with the ownership and maintenance of both Hartland Square Drive and Rovey Drive. Staff expressed those concerns with the developer of the PD during the discussion of the Panda Express application (Site Plan Application #19-002). Panda Express is located on Hartland Square Drive, and at the time of the site plan application, was also pursuing a land division. In order to address concern about the on-going maintenance of the private roads in the PD, approval of Site Plan Application #19-002 was subject to the following condition:

Prior to any future development in the Hartland Towne Square Planned Development, the developer shall establish adequate standards to ensure for the long-term maintenance and repair of Hartland Square Drive and Rovey Drive, subject to acceptance by the Township Attorney.

Under the 8th Amendment, Paragraph 6.2 of the Planned Development Agreement is amended to provide for the on-going maintenance of private roads within the development by RAMCO. The proposed language is provided as follows:

“RAMCO shall be responsible for on-going maintenance, repair, and replacement, including snow removal of the portions of Rovey Drive and Hartland Towne Square Drive that are located within the development, as shown on the Final Plan, as it may be amended from time to time in accordance with the terms hereof (to the extent the same are not or do not become public roads).”

This amendment was somewhat initiated by the Planning Department’s request for language to make it clear to all businesses within this development that these are private roads and the maintenance and care of these roads must be done privately. The Township Attorney has reviewed and accepted the proposed language.

2. Drive-through service

Drive-through service provisions are provided in Paragraph 3.1.16 of the PD Agreement. The original language stated, *“Drive-through service shall be permitted for up to seven (7) establishments within the development, including one drive-through for Major A, one for Major B, two for non-restaurant uses, two for restaurants and one drive-through for a bagel, donut or coffee shop”*.

An additional drive-through service for a restaurant was proposed as part of the Panda Express project (Site Plan Application #19-002). At that time two (2) drive-through establishments existed in the development, Taco Bell and Culver’s. The applicant for Panda Express requested to amend the original provision and thus permit three (3) restaurants to include a drive-through. Also, with the addition of another drive-through restaurant, the total number of drive-through businesses would increase from seven (7) to eight (8). The 7th Amendment to the PD Agreement was approved by the Township Board in 2019 to address those issues.

The current amendment for drive-through service is intended to provide flexibility within the development, and eliminate the restrictions on the number of drive-through establishments. The proposed language is as follows:

“Drive-through service shall be permitted within the Development upon approval thereof by the Township’s Planning Commission.”

It should be noted that the language from the 7th Amendment for drive-through establishments, which allows three (3) drive-through restaurants and a total of eight (8) drive-through establishments, is not referenced in the 8th Amendment (page 2). Instead, the language from the original PD Agreement is quoted as being the current standard for drive-through establishments (Paragraph 3.1.16).

3. Remodel/Reconstruct Monument Sign (at Hartland Road and Highland Road)

Under the original PD Agreement, Pattern Book, and Final Plan, a monument/ground sign is shown at the intersection of Highland Road and Hartland Road. Per the Pattern Book the ground sign is approximately seven (7) feet in height and nine (9) feet in width. The sign was constructed with two (2) sign panels. Currently the two sign panels on the sign are for Meijer and Emagine Theatre. The proposed amendment allows for the current ground sign to be remodeled/ reconstructed at the discretion of RAMCO, or Meijer, or either party’s designee. The proposed sign drawing shows the ground sign to be up to a height of sixteen (16) feet and a width of nine (9) feet. The intent is to have a taller sign that could have better visibility for traffic along Highland Road and Hartland Road, given that there is a berm at the intersection.

4. New Ground Signs along Highland Road (M-59)

Two (2) new, combined ground signs are proposed along Highland Road (M-59), generally located at each of the entrances to the land known as Hartland Rovey Drive Condominium. Currently Hartland Rovey Drive Condominium includes the following businesses: Belle Tire (Outlot 12); Tim Horton's/Cold Stone Creamery (Outlot 13); Culver's (Outlot 14); and a vacant lot (Outlot 15). Per the approved Final Plan, each outlot was permitted an individual ground sign along Rovey Drive. Belle Tire, Tim Horton's/Cold Stone Creamery, and Culver's each have their own ground sign along Rovey Drive, at their own entrance drive. The two proposed combined ground signs will be in addition to those signs.

Per the proposed amendment, one combined ground sign will serve Outlots 12 and 13, with the sign to be placed near the common entrance drive that serves those two businesses on Highland Road. The other combined ground sign will serve Outlots 14 and 15, with the sign placed at the common entrance drive for Culver's and the vacant lot, on Highland Road. The ground sign will be similar in design, size, and materials to the other ground signs in the development and as depicted in the Pattern Book.

Due to the presence of the landscaped berm along the Highland Road side of each outlot, the ground sign height vary, but is limited to a maximum of 7 feet and 9 inches. The sign width is nine (9) feet.

5. Light Pole Lighting

The original Pattern Book from 2008 provided standards for parking lot lighting, which required shoe box heads to be fully recessed. A specification sheet for the light fixture was also provided, which listed the option for a metal halide or high pressure sodium bulb. The proposed amendment states light heads are to be fully recessed and LED lighting is to be used. A new specification sheet has been provided also, which shows a shoebox style light head.

6. Selective Tree Removals

As background information the 2008 Final Plan (Landscape Plan) showed a landscaped berm along the frontage on Highland Road, for the four outlots noted previously (Outlots 12 through 15). The plant material includes a variety of deciduous and evergreen trees and shrubs. Site preparation and utility work for the four outlots occurred approximately between 2008 and 2009, including the berm and landscaping.

The site improvements occurred prior to the construction of Belle Tire, Tim Horton's/Cold Stone Creamery, or Culver's. Since 2009 the landscaping has matured and three out of four outlots have been developed. It was observed that visibility of the businesses in this area is limited due to the combination of the height of the berm and mature evergreen trees, when viewed from Highland Road. The amendment proposes to remove four evergreen trees, in the area of the berm near the Culver's restaurant, in order to improve the visibility of the businesses. Sufficient landscaping is retained along the berm to maintain the integrity of the 2008 approved landscape plan.

Hartland Township DPW Review

No comments at this time.

Township Engineer's Review

No comments at this time.

Hartland Deerfield Fire Authority Review

No comments at this time.

Attachments

1. 8th Amendment to the PD Agreement
2. Hartland Pattern Book Amendment

EIGHTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT

RAMCO HARTLAND

THIS EIGHTH AMENDMENT ("Eighth Amendment") is made this ____ day of _____, 20__, by and among **TOWNSHIP OF HARTLAND**, a Michigan municipal corporation ("Township"), 2655 Clark Road, Hartland, Michigan 48353, **RAMCO RM HARTLAND SC LLC**, and **RAMCO TRS LLC** (as successor-by-merger with RAMCO RM HARTLAND DISPOSITION LLC), Delaware limited liability companies (the two latter entities are collectively referred to as "Ramco"), with offices at 31500 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334, and **MEIJER REALTY COMPANY**, a Michigan corporation ("Meijer"), whose mailing address is 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544.

RECITALS:

- A. On March 28, 2008, the Township and Ramco's predecessor in interest RAMCO HARTLAND, LLC ("Ramco Hartland") entered into a Planned Development Agreement (the "Agreement") for the development of real property located in Hartland Township, Livingston County, Michigan (the "Land"), known as the Hartland Towne Square Shopping Center (the "Development"). The Land is further described in Exhibit A attached hereto and made a part of this Eighth Amendment.
- B. The Agreement was recorded as Instrument No. 2008R-011710, Livingston County Records, on April 10, 2008, and the Agreement has since been amended by seven (7) separate amendments, all of which have been recorded in the Livingston County Records (as used herein, the term Agreement shall include all such seven (7) amendments).
- C. Ramco, Township and Meijer are the current parties to the Agreement.
- D. The purpose of this Eighth Amendment is to amend the text of Paragraph 6.2 to provide for the ongoing maintenance of private roads within the Development by Ramco, and to provide for the additional amendments set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Capitalized terms used in this Eighth Amendment that are not defined herein shall have the meanings given to them in the Agreement.

2. Paragraph 6.2 of the Agreement provides as follows:

“Internal Traffic Circulation. The Development shall be served by an internal integrated drive, aisle, parking, and pedestrian network. The general alignment for the internal traffic system is specified in the Final Plan, but may be revised pursuant to Section 29.08, as amended, of the Hartland Township Zoning Ordinance depending upon the needs and timing of the uses developed at the time of final site plan approvals.”

3. Upon execution and recording of this Eighth Amendment of the Agreement, the original Paragraph 6.2 will be superseded and amended as follows:

“Internal Traffic Circulation. The Development shall be served by an internal integrated drive, aisle, parking, and pedestrian network. The general alignment for the internal traffic system is specified in the Final Plan, but may be revised pursuant to Section 3.1.18.H., as amended, of the Hartland Township Zoning Ordinance depending upon the needs and timing of the uses developed at the time of final site plan approvals. Ramco shall be responsible for ongoing maintenance, repair and replacement, including snow removal, of the portions of Rovey Drive and Hartland Towne Square Drive that are located within the Land, as shown on the Final Plan as it may be amended from time to time in accordance with the terms hereof (to the extent the same are not or do not become public roads). Such ongoing maintenance, repair and replacement, and snow removal shall be generally consistent with the applicable public road requirements of the Livingston County Road Commission, as set forth in its “Specifications for Plat Development” adopted by the Board of County Road Commissioner on May 23, 1991, effective May 24, 1991, and last revised September 23, 2010.”

4. Paragraph 3.1.16 of the Agreement provides as follows:

“Drive through service shall be permitted for up to seven establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, two for restaurants and one drive through for bagel, donut or coffee shop.”

5. Upon execution and recording of this Eighth Amendment of the Agreement, original Paragraph 3.1.16 of the Agreement will be superseded and amended as follows:

“Drive through service shall be permitted within the Development upon approval thereof by the Township’s Planning Department, or other Township department or official with authority to approve building plans, such approval not to be unreasonably conditioned, withheld or delayed.”

Any drive through service currently existing in the Development and/or previously approved by the Township (prior to the date of this Eighth Amendment) shall be permitted (along with any restoration, repair and/or replacement thereof).

6. Ramco or Meijer, or either party's designee, shall have the right to remodel/reconstruct the Monument Sign located proximate to the intersection of Highland Road (M-59) and (relocated) Hartland Road in the location shown on the Final Plan, consistent with the design attached hereto as Exhibit B and made a part hereof. The party that elects to perform such remodel/reconstruction shall do so at its sole cost and expense (subject to any reimbursement and/or other terms and conditions set forth in any separate agreement binding on such party) and in compliance with the Agreement (as amended) and all applicable laws, and such party shall coordinate such work with any other party who has the right to maintain a panel on such sign.

7. The Township approves two (2) new ground signs along Highland Road (M-59), generally located at each of the entrances to the land known as Hartland Rovey Drive Four Condominium, Livingston County Condominium Subdivision Plan No. 382, as established that certain Master Deed dated May 11, 2009 and recorded with the Register of Deeds of Livingston County, Michigan, as Instrument Number 2009R-013719, as amended (the "Condominium"), and shown on the Final Plan, consistent with the design attached hereto as Exhibit C and made a part hereof (and which is hereby approved and added to and incorporated into the Pattern Book and the Final Plan). The party that elects to construct either such new ground sign shall do so at its sole cost and expense (subject to any reimbursement and/or other terms and conditions set forth in any separate agreement binding on such party) and in compliance with the Agreement (as amended) and all applicable laws, and such party shall coordinate such work with any other party who has the right to maintain a panel on such sign. Such two (2) new ground signs shall only identify occupants of the Condominium.

8. The Township approves the use of LED light pole heads in the parking lot(s) in the Development consistent with the terms of Exhibit D attached hereto, which is hereby approved and added to and incorporated into the Pattern Book and the Final Plan.

9. The Pattern Book is hereby amended to allow the removal of certain pine trees along Highland Road (M-59) as shown on Exhibit E attached hereto, which is hereby approved and added to and incorporated into the Pattern Book and the Final Plan.

10. The site plan of the Development attached hereto as Exhibit F is hereby approved and added to and incorporated into the Pattern Book and the Final Plan.

11. With the written consent of the Township (not to be unreasonably withheld), Ramco may assign all of its rights and obligations under the Agreement, as amended, to another Owner provided that (i) such assignee assumes all obligations of Ramco under the Agreement, as amended, from and after such assignment, and (ii) Ramco and such assignee execute and record with the Livingston County Register of Deeds a joinder to the Agreement (as amended) or an amendment thereto confirming such assignment and assumption and thereafter deliver a copy thereof to the other parties to the Agreement (as amended). From and after such assignment and assumption, Ramco shall cease to be a party to the Agreement (as amended) and will have no further rights or obligations under the Agreement (as amended), unless, and for so long as, Ramco shall otherwise be an Owner of any portion of the Land (in which case, Ramco's rights and obligations hereunder will be limited to that of an Owner of such portion of the Land for so long as Ramco shall remain an Owner).

12. Each party agrees that, upon written request of any other party, it will deliver to the requesting party (within thirty (30) days of such request) an estoppel certificate certifying the following: (i) that the Agreement, as amended, is in full force and effect and reciting all amendments to the Agreement, (ii) that such party is not aware of any default under the Agreement, as amended, or shall recite any known default, (iii) that the requesting party is not delinquent in the payment of any sums of money under the Agreement, as amended, or shall recite any delinquent sums and the basis therefor, and (iv) such other matters as such party shall reasonably request. Each party agrees that any such estoppel certificate may be relied upon by the requesting party, any prospective buyer or tenant of any portion of the Land owned by such requesting party and/or any lender of any of the foregoing, as well as the successors and assigns of each of the foregoing.

13. In the event of any conflict between the terms of the Agreement (as previously amended) and this Eighth Amendment, the terms of this Eighth Amendment shall govern and control. This Eighth Amendment to the Agreement shall be recorded with the Livingston County Register of Deeds.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to be executed and delivered on the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGES]

TOWNSHIP OF HARTLAND

By: _____
William J. Fountain
Its: Supervisor

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by William J. Fountain the Supervisor of the Township of Hartland, on behalf of the Township.

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

RAMCO TRS LLC (as successor-by-merger with
RAMCO RM HARTLAND DISPOSITION LLC),
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ the _____ of RAMCO
RM HARTLAND DISPOSITION LLC (as successor-by-merger with RAMCO RM
HARTLAND DISPOSITION LLC), a Delaware limited liability company, on behalf of the
company.

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

RAMCO RM HARTLAND SC LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ the _____ of Ramco RM
Hartland SC LLC, a Delaware limited liability company, on behalf of the company.

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

MEIJER REALTY COMPANY,
a Michigan corporation

By: _____
Name: _____
Its: _____

"Meijer"

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 20__, by
_____, the _____ of Meijer Realty Company, a Michigan
corporation, on behalf of the corporation.

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

Prepared by and when recorded return to:

Michael D. Homier, Esq.
Foster Swift Collins & Smith PC
1700 East Beltline, N.E., Suite 200
Grand Rapids, MI 49525-7044

Transfer Tax: Exempt from State Transfer Tax under MCL 207.526(a).
Exempt from County Transfer Tax under MCL 207.505(a).

18461:00085:4136461-1

EXHIBIT A

Land Description

LEGAL DESCRIPTION:

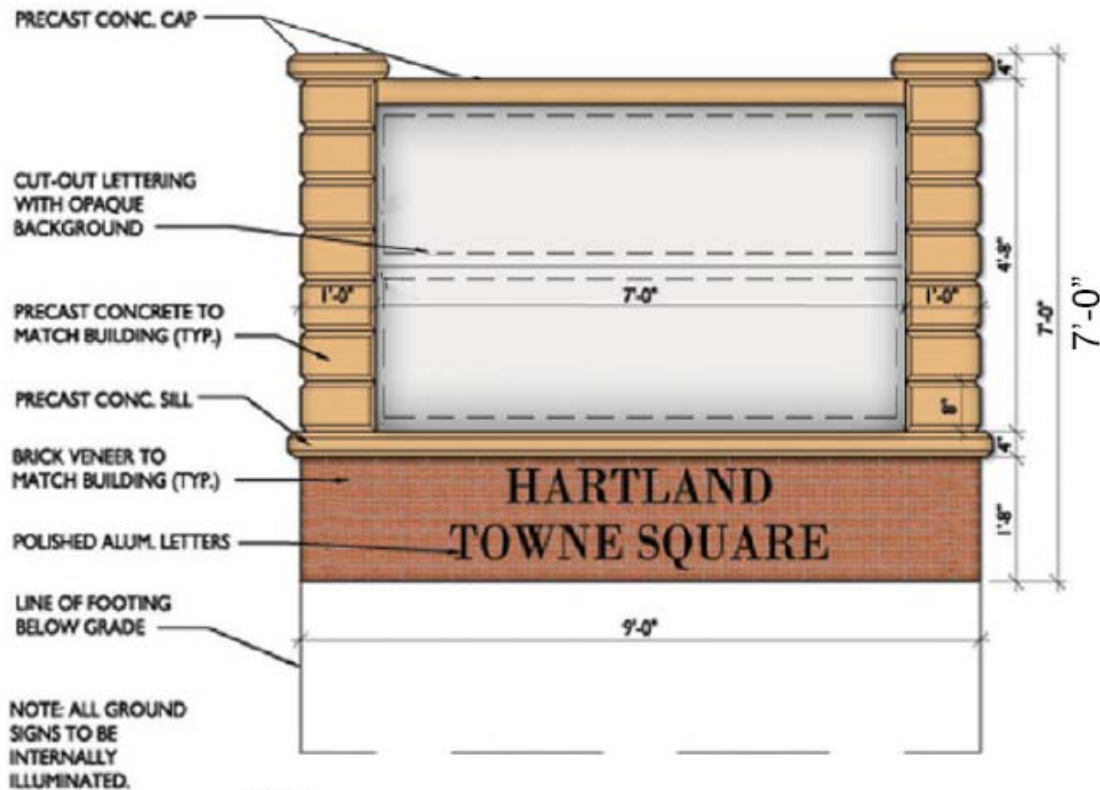
HARTLAND TOWNE SQUARE
Combined Properties
As surveyed by Professional Engineering Associates, Inc.

Part of the South 1/2 of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan, being more particularly described as:

Commencing at the South 1/4 corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N 02°55'00" W 214.93 feet along the North-South 1/4 line of Section 21 (as monumented); thence N 80°05'11" E 529.37 feet along the Northerly Right-of-Way of Highland Road (M-59) to the POINT OF BEGINNING; thence along the easterly line of US-23 the following five courses: 1) N 66°13'25" W 108.17 feet; 2) S 80°05'11" W 158.31 feet; (3) 136.40 feet along the arc of a curve to the left, said curve having a radius of 346.97 feet, a central angle of 22°31'25", a chord bearing of N 29°06'21" W, 135.52 feet; (4) N 40°22'05" W 692.64 feet; (5) 604.40 feet along the arc of a curve to the right, said curve having a radius of 1944.86 feet, a central angle of 17°48'21", a chord bearing of N 31°27'55" W, 601.97 feet; thence 189.31 feet along the arc of a curve to the left being along the southerly line of the proposed relocated Hartland Road, said curve having a radius of 235.50 feet, a central angle of 46°03'32", a chord bearing of S 47°25'28" E, 184.26 feet; thence 304.65 feet along the arc of a curve to the right, said curve having a radius of 1874.86 feet, a central angle of 09°18'36", with a chord bearing of N 23°01'23" W, 304.31 feet, being along the east line of the existing Hartland Road (70' wide); thence continuing along said easterly line of Hartland Road N 18°22'05" W 647.71 feet; thence N 89°09'29" E 1103.52 feet; thence N 44°09'29" E 30.85 feet; thence N 89°09'29" E 817.53 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of Section 21; thence along said West line N 02°54'15" W 27.13 feet to the South line of the North 363 feet of the Northeast 1/4 of the Southeast 1/4 of Section 21; thence along said South line, N 88°38'34" E 500.24 feet; thence S 42°14'57" W 473.50 feet; thence S 02°45'03" E 219.15 feet; thence S 19°29'17" E 215.48 feet; thence S 34°19'18" E 247.80 feet to the North line of the South 1/2 of the Southeast 1/4 of Section 21; thence S 88°50'36" W 191.66 feet; thence S 02°44'28" E 422.76 feet; thence N 80°04'36" E 450.00 feet; thence S 61°23'57" E 172.19 feet; thence N 75°35'36" E 553.03 feet to the East line of Section 21 and the centerline of Clark Road (66 ft. wide); thence S 02°53'39" E 297.56 feet along the East line of said Section 21 to the north line of Highland Road (M-59); thence along the North line of said M-59 S 80°04'54" W 12.10 feet; thence 440.14 feet along a curve to the left, said curve having a radius of 3879.72 feet, a central angle of 06°30'00", a chord bearing of S 76°49'54" W, 439.90 feet; thence S 73°34'54" W 252.78 feet; thence 151.87 feet along a curve to the right, said curve having a radius of 5669.58 feet, a central angle of 01°32'05", a chord bearing of S 74°20'56" W, 151.87 feet; thence N 02°44'28" W 360.82 feet; thence S 80°04'36" W 300.00 feet to the East line of the West 5 acres of the Southeast 1/4 of the Southeast 1/4 of Section 21; thence S 88°56'11" W 145.63 feet; thence S 42°15'32" W 76.95 feet; thence S 02°44'28" E 375.42 feet to the northerly line of Highland Road (M-59); thence S 80°05'11" W 737.24 feet to the POINT OF BEGINNING. Containing 84.59 acres.

EXHIBIT B

New Monument Sign Design



COMBINED GROUND SIGN

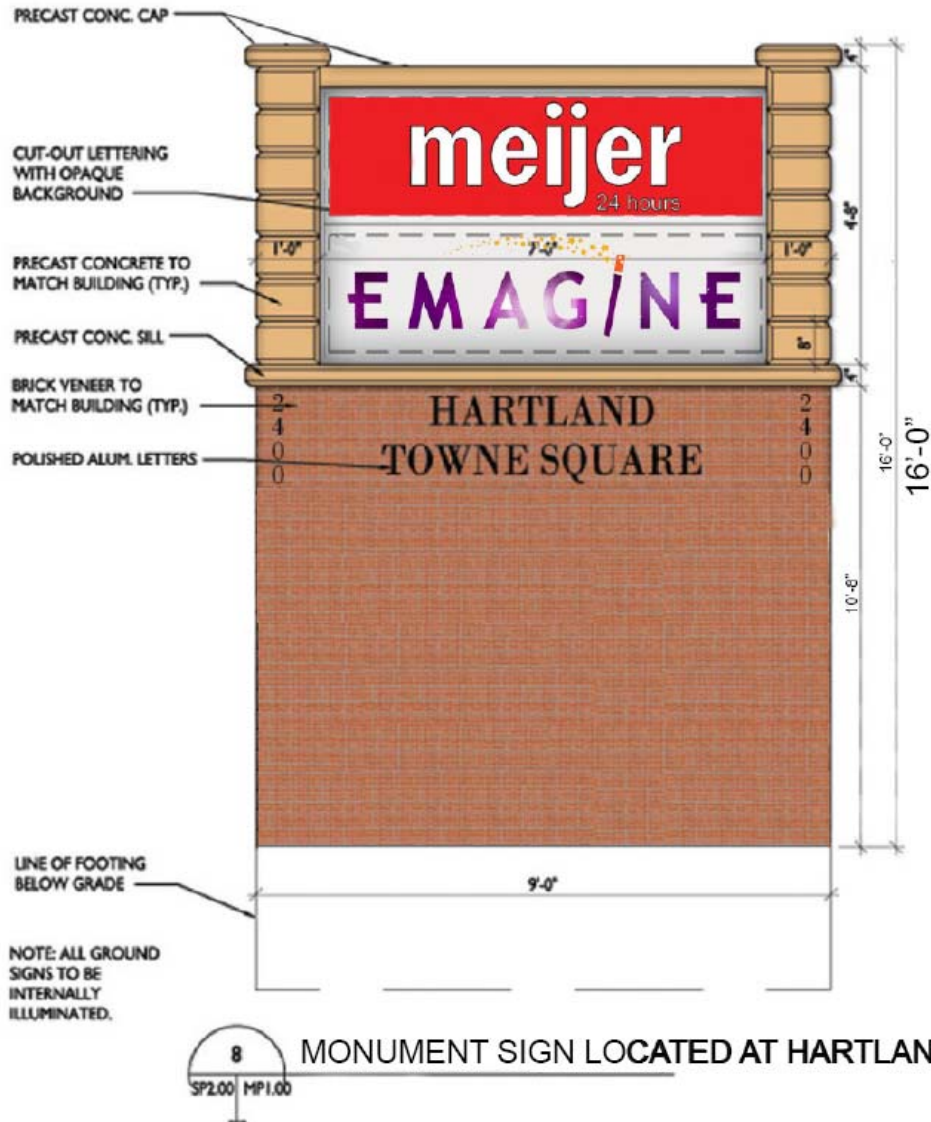
FOR OUTLOTS 12 AND 13, 14 AND 15
ON M-59

Note:

12&13 and 14&15 combined ground signs to be located along M-59.
No addresses required on these combined ground signs

EXHIBIT C

New Ground Signs Design



Sheet Plan - LED Parking Lot Lighting

	Type 2	Lenses (Round)	Type 10	Watts (Watt)	
Cool White	LW	18,000	13,000	15,000	140
	SL	22,000	13,000	20,000	200
	HD	25,000	25,000	26,000	300
Natural White	LW	11,400	11,200	12,200	130
	SL	13,000	16,100	17,200	180
	HD	22,000	20,000	25,100	280

Networks comply with ANSI/TIA-942-A Telecommunications Termination of the Network (T4T) Requirements - Construction (2008), 50 requirements.

DISTRIBUTION/PERFORMANCE - Types 3, 5, FT and FTR available - Bird resistant reflectors.

HOUSING - Square, de-formed aluminum. Fully enclosed weather-tight housing contains factory prewired drivers and field connections.

TOP-ACCESS COVER - Gasketed, tethered top-access cover provides ease of installation and allows for easy driver access. Four captive stainless-steel fasteners secure the top-access cover to the housing.

OPTICAL UNIT: Clear tempered optical grade flat glass lens sealed to aluminum housing creates an IP67 rated, sealed optical unit (includes pressure stabilizing breather). Optical unit can be easily field rotated in 90° increments. Directional arrow on optics allows alignment without the unit being energized.

MOUNTING: 2-1/2" x 5-3/8" x 12" extruded aluminum arm mounting bracket shipped standard. Use with 3" traditional drilling pattern. Round Pole Plate (RPP2) required for mounting to 3"-5" round poles. (See Accessory Ordering Information chart.)

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C80.41 2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (UE - 50/60Hz input), and 347-580VAC.

DRIVERS - Available in Low Watt (LW), Super Saver (SS) and High Output (HO) drive currents (Drive currents are factory programmed). Components are fully encased in potting material for moisture resistance. Driver complies with FCC 47 CFR part 15 RFEMV standard.

DECAL STRIPPING - LSI offers optional color-coordinated decals in 9 standard colors to accent the fixture. Decals are guaranteed for five years against peeling, cracking, or fading.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

LISTING - UL listed to U.S. and Canadian safety standards. Suitable for wet locations. For a list of the specific products in this series that are DLC listed, please consult the LED Lighting section of our website or the General Lighting website at www.delaunay.com.

Figure Type: _____ M2111
© 2013

[illegible]

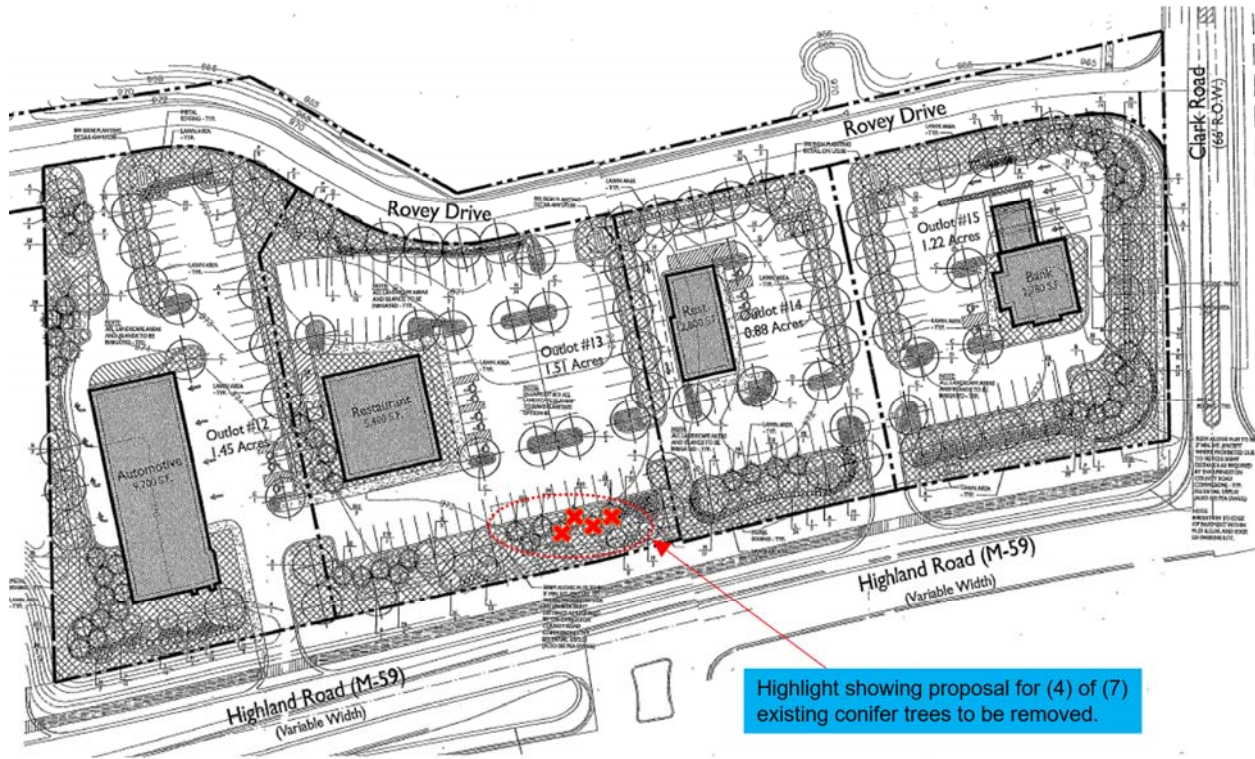
	Intel® Core™ i3 3.0 GHz	3.0 GHz 3.0 GHz	3.0 GHz 3.0 GHz
	AMD FX-6300 3.5 GHz	3.5 GHz 3.5 GHz	3.5 GHz 3.5 GHz
	Intel® Core™ i5 3.3 GHz	3.3 GHz 3.3 GHz	3.3 GHz 3.3 GHz
	AMD FX-6300 3.5 GHz	3.5 GHz 3.5 GHz	3.5 GHz 3.5 GHz
	Intel® Core™ i7 3.6 GHz	3.6 GHz 3.6 GHz	3.6 GHz 3.6 GHz
	AMD FX-6300 3.5 GHz	3.5 GHz 3.5 GHz	3.5 GHz 3.5 GHz
	Intel® Core™ i9 3.8 GHz	3.8 GHz 3.8 GHz	3.8 GHz 3.8 GHz
	AMD FX-6300 3.5 GHz	3.5 GHz 3.5 GHz	3.5 GHz 3.5 GHz

NOTE: Please Use Intel and AMD as a Guide
 Intel, AMD, and Core are trademarks of Intel and AMD.

 Project Name _____ Fixture Type _____ 10/21/19
 Catalog # _____ © 2019
 LSI INDUSTRIES INC.

EXHIBIT E

Sheet Plan - Tree Removal [Culver's]



Site Plan



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Development Area - Site Key

Not to Scale

- Note:**
- Utility brick required for:
 - All major and retail buildings within development areas A, B, C and D
 - Clock tower
 - Standard brick required for:
 - All outlot buildings within outlots 1-15.
 - Roundabout wall



CULTURED STONE



CMU
(BEST BLOCK C-19)



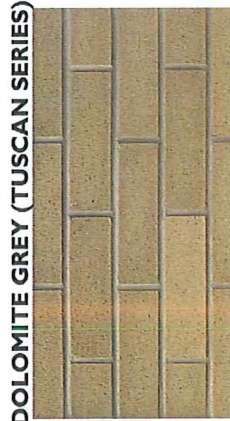
PRECAST STONE



MOLDED PRE-FAB CORNICE



ASPHALT SHINGLE



DOLOMITE GREY (TUSCAN SERIES)



WYANDOT (HEARTLAND SERIES)

ACCENT BRICK

**UTILITY BRICK MASONRY
FOR DEVELOPMENT
AREAS A, B, C AND D**



WOODBURY (HEARTLAND SERIES)



ADRIAN (HEARTLAND SERIES)



SHELBY (HEARTLAND SERIES)



CEDARVILLE (HERITAGE SERIES)

EXTERIOR FACADE STANDARD BRICK OPTIONS FOR OUTLOTS 1-15
(ALL BRICK OPTIONS BY GLEN-GERY BRICK)

BUILDING MATERIALS - DEVELOPMENT AREAS A, B, C AND D

FINISH LEGEND	
BRICK	GLEN GERY 'HEARTLAND SERIES' <u>WYANDOT</u>
ACCENT BRICK	GLEN GERY 'TUSCAN SERIES' <u>DOLOMITE GREY</u>
CMU	BEST BLOCK <u>C19</u>
STONE	OWENS CORNING 'CULTURED STONE' CHARDONNAY COUNTRY <u>LEDGESTONE CSV-20006</u>
PRECAST STONE	CONTINENTAL CAST STONE #1103
DECORATIVE CORNICE	PYPON PAINTED TO MATCH BENJAMIN MOORE <u>2162-40</u>
GREEN METAL TRIM AND COPING	BERRIDGE COPPER BROWN
SHINGLES	GAF 'TIMBERLINE' <u>CHARCOAL BLEND</u>
STANDING SEAM METAL ROOF	BERRIDGE COPPER BROWN
ANODIZED ALUM. FRAME	KAWNEER <u>CLEAR ANODIZED</u>
H.M. DOOR AND FRAME	PAINT TO MATCH BENJAMIN MOORE <u>2162-40</u>

FINISH MATERIALS

HARTLAND TOWNE SQUARE HARTLAND TOWNSHIP, MICHIGAN

29

DESIGN GUIDELINES

MARCH 17, 2008

SECTION 3.0

Architectural Characteristics

For the Hartland Towne Square "Traditional" theme to be successful, it is necessary for the architecture of the buildings to reflect this theme. A consistent and harmonious design of the exterior of all buildings with no dissonant colors is essential in maintaining the overall visual effect and ambience designed for this center. Through the use of these design criteria the development theme can be achieved. See example elevations included in Appendix C for reference.

Consistency of design, materials and color are vital elements contributing to the overall success of Hartland Towne Square.

The tenant design criteria have been developed accordingly, giving guidelines for design and material, yet allowing for flexibility and creativity.

The color palette is also vital, an overall "Earthtone" theme is necessary to create a consistent project. However, some materials such as brick, awnings and shingle roofs may not have this "Earthtone" tone, but must be harmonious. No dissonant colors allowed. See color chart (Based on Benjamin Moore paints) in Appendix B.

It is understood that corporate identity is important to a tenant; however, these general concepts need to be adhered to in order to help enforce the "Traditional Theme". The tenant's design team is encouraged to review preliminary design concepts with the Developer/Landlord's team as early as possible in the life of the project.

3.1 Building Placement / Orientation

- a. The rear service areas of each building shall be treated with the same level of finishes as the other sides and shall be visually attractive.
- b. The building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should be of similar scale, height and configuration.

3.2 Building Articulation

Building articulation shall be achieved using horizontal or vertical offsets, glazing, and canopy and shading systems as well as exposed structural components. Use of a diverse but complementary color and finish palate will be required.

3.3 Height

All outparcel building heights along Hartland Square Drive shall not exceed 24' from finished floor to roof parapet and 28' to any exterior feature element. (Feature element not to exceed 50% of building front elevation.)

3.4 Building Entries

Pedestrian interest and comfort zones at entries should be provided through special designed seating, signage, lighting and features that signal the building use and entry.

3.5 Exterior Building Materials and Colors

a ALLOWABLE MATERIALS:

SCHEDULE REGULATING FAÇADE MATERIALS (Maximum percentage allowed on each side of building)		
Wall Materials	Percentage	
Brick, natural clay (Standard Size) ^a	100 (40% minimum*)	
Glazed brick ^b	25	
Ceramic tiles	10	
Limestone	50	
Stone, field, cobble and other types of stone	50	
Granite or marble, polished	50	
Decorative concrete masonry unit (split faced) ^c	25	
Plywood siding (T-111)	0	
Precast exposed aggregate	0	
Precast, other	0	
Flat metal panels	20	
Standing seam metal ^d	25	
Ribbed metal panels	0	
Spandrel glass	10	
Glass block	10	
Glass	50	
Molded cornices, trim, columns, surrounds	20	
Wood siding, painted tongue and groove, batten siding, 4" vinyl siding, and aluminum siding	10	
Exterior insulation finishing system (DryV [®] it)	10	

Cement Plaster	0
Canvas awnings ^E	10
Asphalt shingles, asphalt-fiberglass shingles, or other similar roofing materials	25
Neon	0

Footnotes to the Schedule Regulating Façade Materials:

- A All buildings shall have a minimum of forty percent (40%) clay brick per side.
- B Allowed only if earth tone and matte finish.
- C Plain-faced striated, fluted and scored concrete masonry units are not permitted. ground, polished or burnished concrete masonry unit forming an accent element in the building's design may be permitted with Planning Commission approval.
- D Color must be harmonious with the color of all other façade materials used on the same building, as well as the color of façade materials used on adjacent buildings. The use of dissonant and intense colored façade materials is not permitted.
- E Awnings shall be permitted when located directly over a door or window opening. Awnings shall be complementary to the building architecture and design. The color of any awnings shall be harmonious with the color of all other façade materials used on the same building, as well as the color of façade materials used on adjacent buildings. The use of dissonant and intense colored façade materials is not permitted.
- b. Multiple wall materials may be combined horizontally on one façade.
- c. Street level windows should be untinted. Mirrored, reflective, or opaque glass is not permitted in any location.
- d. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons.
- e. Windows should be set to the inside of the building face wall.
- f. All rooftop equipment shall be enclosed or "screened" with parapet wall or roof structure in a building material that matches the structure or is visually compatible with the structure and shall not be visible from any direction. Site line sections may be required. Metal panels may not be used for rooftop screening.

Appendix B / Project Color Palette

Brick

Material: Glen Gery 'Heartland Series' in Wyandot
Paint: Mayflower Red HC-49

CMU

Material: Best Block HC19
Paint: Butte Rock AC-8

Stone

Material: Owens Corning 'Cultured Stone' in Chardonnay Country LedgeStone CSV-20006
Paint: Greenbrier Beige AC-79

Limestone

Material: Continental Cast Stone #1103
Paint: Blecker Beige HC-80

Decorative Cornice

Material: Fypon painted to match Benjamin Moore 2162-40
Paint: Peanut Shell 2162-40

Prefin Metal Trim and Coping

Material: Berridge in Copper Brown
Paint: Van Buren Brown HC-70

Shingles

Material: GAF 'Timberline' in Charcoal Blend
Paint: Black Jack 2133-20

Standing Seam Metal Roof

Material: Berridge in Copper Brown
Paint: Van Buren Brown HC-70

Anodized Aluminum Frame

Material: Anodized. No dissonant colors.
Paint: Whitestone 2134-60

H. M. Door and Frame

Material: Paint to match Benjamin Moore 2162-40
Paint: Peanut Shell 2162-40

**HARTLAND RAMCO HARTLAND
PLANNED DEVELOPMENT AGREEMENT**

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the spirit of the PD may be permitted in accordance with Article 29, Section 29.08, of the Township's Zoning Ordinance.

2.3 *Phasing.* The Owners of the Land shall be entitled to develop the Land in more than one phase as detailed in the Final Plan. Nothing in this Agreement requires the development of the Land by the Owners of the Land, but where such development is undertaken, the same shall be in accordance with this Agreement and the Final Plan.

2.4 *Site Improvements.* Except as otherwise provided in this Agreement, site improvements, such as landscaping, parking, driveways and utilities, necessary to service a phase of the Development shall be constructed at the time the phase is constructed.

3. **Permitted Uses, Limitations and Prohibited Uses.**

3.1 *Permitted Uses.* The following uses are permitted by right within this PD District:

3.1.1 Professional offices of lawyers, engineers, architects, insurance and real estate agents, financial consultants and brokers, advertising firms, accounting and bookkeeping services, clerical and stenographic services, sales offices, mailing and copying centers, data processing centers other types of executive or administrative offices, and similar or allied professions.

3.1.2 Professional offices of physicians, dentists, optometrists, dermatologists, chiropractors, psychiatrists, psychologists and similar or allied professions, including, but not limited to, such types of offices within the Meijer Center.

- 3.1.3 Offices of non-profit professional, civic, social, fraternal, political and religious organizations.
- 3.1.4 Banks, credit unions, savings and loans, check cashing, and similar financial institution with or without drive-thru window service; however the total number of establishments using drive-thru window service in the Development shall be limited as set forth in Section 3.1.16 of this Agreement.
- 3.1.5 Research, vocational and technical training facilities that are operated completely within an enclosed building, and not including vocational automobile repair facilities.
- 3.1.6 Essential services such as a sanitary pump station and infrastructure, telephone exchange buildings, transformers substations, and public utility offices, but excluding storage yards, gas regulator stations or similar facilities.
- 3.1.7 Public and quasi-public buildings such as township/state/county offices, court buildings, post offices, public museums, libraries and community centers.
- 3.1.8 Public or private parks and open space.
- 3.1.9 A Meijer super center ("Meijer") operated as a 24-hour facility, which includes accessory uses such as a pharmacy with drive-thru service, medical clinic, gas station, and convenience store. (The specific mention of operation of Meijer as a 24-hour facility does not exclude the operation of other 24 hour facilities within the Development.)

3.1.10 Retail establishments or retail centers with goods marketed to the surrounding neighborhood or region including but not limited to generally recognized retail businesses, excluding adult regulated uses, developed within a shopping center or in standalone buildings, which supply goods and services such as, but not limited to, groceries, gourmet markets, sales of bakery goods (including bakery items produced on the premises), meats (no slaughtering is permitted on the premises, but butchering is allowed), seafood, dairy products, drugs, hardware, greeting cards, furniture, clothing, flowers, books, antiques, art galleries, liquor sales, beer and wine sales, apparel, shoes, drugs, dry goods, beauty supplies, appliances, electronics, hardware store, dental clinic, optometry clinic, weight loss clinic, crafts, sporting goods, toys, home decoration and furnishings, office supplies, computer supplies, cellular phones, pet store or pet supplies with temporary pet boarding similar in concept to a PetsHotel®, consignment shops and sales of pre-owned goods, including, but not limited to, sports equipment, electronics, clothing, collector items, such as baseball cards, comic books, other kinds of memorabilia, stamps and coins; department store, combination grocery and discount department store (e.g., a 24-hour Meijer super center), wholesale discount club (e.g., Costco), discount clubs and membership clubs, home improvement center, auto parts store (including rebuilt parts but not installation, repair or rebuilding of parts), similar to an "AutoZone," discount tire stores (e.g., Belle Tire), convenience stores (without gasoline sales and/or car wash as an accessory

use) except as provided in 3.1.9. A retail establishment may combine any number of the uses enumerated under this Section as a permitted use in the Development.

3.1.11 One (1) medical clinic in addition to the Meijer medical clinic for outpatient care.

3.1.12 Personal service establishments, excluding any and all Adult Regulated Uses, that perform services on the premises such as, but not limited to, dry-cleaning drop-off establishments with or without drive-thru service but without on-site processing, watch, radio, television or shoe repair, dress makers and tailor shops, beauty salons, or barbershops, nail salons, day spas, tanning salons, aestheticians, and other health and beauty-related establishments, pet grooming, veterinary hospital (excluding any outdoor kennels), photographic studios, self-service laundries, printing or copy centers and similar establishments, and dry-cleaning drop-off establishments with or without drive-thru service but without on-site processing; however the total number of establishments using drive-thru window service in the Development shall be limited as set forth in Section 3.1.16 of this Agreement.

3.1.13 Rental and sales of videos, compact discs, records, DVD's and similar items.

3.1.14 Any service establishments that require a retail adjunct, such as an office, showroom or workshop of an electrician, decorator, dressmaker, tailor, baker, painter, upholster or an establishment doing radio or home

appliance repair, photographic reproduction, and similar service establishments.

3.1.15 Restaurants, or coffee houses, with or without outdoor seating and dining areas and including establishments with drive-through service ; however the total number of establishments using drive-thru window service in the Development shall be limited as set forth in Section 3.1.16 of this Agreement. All outdoor seating and dining areas, if any, shall comply with the restrictions as detailed in the Final Plan and as follows:

3.1.15.1 Location. All outdoor seating and dining areas shall be located immediately adjacent to the establishment with which it is associated. Outdoor seating and dining areas shall not encroach upon any public right-of-way. A minimum of five (5) feet of sidewalk shall be maintained free of tables and other encumbrances.

3.1.15.2 Defined Area. If alcoholic beverages are to be served, outdoor seating and dining areas must be enclosed by a barrier a minimum of three and a half (3.5) feet above the ground. The barrier must be decorative and cannot restrict visibility in or out of the area. The barrier may be constructed of permanent or temporary materials, that are compatible with the architectural character of the main establishment, subject to approval by the Planning Commission. The required barrier must meet all current fire codes, subject to review and approval of the Fire Marshal and must conform to current Michigan Liquor Control Commission Rules and Regulations.

3.1.15.3 Capacity. Outdoor seating and dining areas shall not exceed twenty-five percent (25%) of the total seating for the establishment.

3.1.15.4 Screening. Appropriate screening or fencing complimentary and aesthetically pleasing to the site shall be provided as determined necessary by the Planning Commission.

- 3.1.15.5 Pedestrian Circulation. The seating arrangement of outdoor seating and dining areas must comply with the State of Michigan Building Code and is subject to review and approval by the Hartland Township Fire Marshal.
- 3.1.15.6 Parking Spaces. No additional parking spaces are required to accommodate outdoor seating and dining areas.
- 3.1.15.7 Furniture. Tables, chairs, table umbrellas, railings, planters, posts, and other items shall be of quality design, materials, and workmanship to ensure safety and convenience of users and to enhance the visual and aesthetic quality of the area. All furniture must be made primarily of wood, metal, or a material of comparable quality.
- 3.1.15.8 Waste Disposal. Appropriate waste disposal containers shall be provided for the convenience and sanitary disposal of garbage of waste within and around outdoor seating and dining areas. Containers shall be complimentary to the style of the provided furniture.
- 3.1.15.9 Hours of Operation. All outdoor seating and dining areas, except Outlots #14 and #15, shall be allowed to operate as regulated by the Michigan Liquor Control Commission. Outlots #14 and #15 shall be allowed to operate until 10:00 p.m. Sunday through Thursday and until 11:00 p.m. Friday and Saturday.
- 3.1.15.10 Furniture Storage. If the outdoor seating is closed for 30 days, all tables, chairs, table umbrellas, posts, and other furniture not fastened to the ground shall be removed and shall not be stored outside. It shall be the responsibility of the establishment to secure adequate storage of these items.
- 3.1.15.11 Lighting. Additional lighting on the property shall be designed and erected in accordance with Section 7.09 of the Zoning Ordinance. Lighting shall be reviewed and approved by the Planning Commission.

3.1.15.12 Noise. No music, intercom, or other noise shall be permitted that impacts adjacent properties (see Section 7 of Hartland Township Ordinance No. 49, Nuisances).

3.1.15.13 Patron Entrance and Exit. Patron entrance and exit from the enclosed outdoor seating and dining areas at establishments servicing alcohol may only occur through the main establishment or an approved fire exit, as determined by the Fire Marshal. The approved fire exit shall have an alarm to alert the establishment in the event of unauthorized use when no emergency exists.

3.1.15.14 Food and Beverage Service. All food and beverages shall be prepared within the main establishment. The service of alcoholic beverages is subject to the current Michigan Liquor Control Commission Rules and Regulations.

3.1.16 Drive through service shall be permitted for up to seven establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, two for restaurants and one drive through for a bagel, donut or coffee shop.

3.1.17 Theaters, health or fitness clubs, including ancillary recreational amenities, indoor billiards/pool, indoor miniature golf, indoor amusement and entertainment establishments, but excluding any adult regulated use and bowling alleys, unless the bowling alley is ancillary to an establishment that includes other uses, such as a restaurant, bar, or other indoor amusement and entertainment facilities (e.g., Lucky Strike).

3.1.18 Banquet halls, hotels and motels.

3.1.19 Garden centers, lawn centers and similar uses that include open-air sales of plant material, lawn furniture, playground equipment and similar

equipment, provided such use meets the requirements of this Agreement and Section 10.02.JJ.7.c of the Hartland Township Zoning Ordinance. No merchandise, products or services may be stored, displayed, or sold from any open-air area other than the enclosed garden center and shall be kept in a manner so as not to exceed the height of the enclosure. Nothing in this subsection shall be construed to prevent the Owners of the Land from seeking a temporary accessory endeavor permit pursuant to the Township's ordinances or obligating the Township to grant such a permit.

3.1.20 Accessory uses, unless prohibited by Sections 3.2 and 3.3, which are clearly or customarily incidental or subordinate to the principal use of the Land, building or structure, to which it is exclusively related.

3.2 *Limitations.*

3.2.1 Delivery of products, goods or merchandise to the Development shall be limited to the period between 6:00 a.m. and 10:00 p.m. with the exception that two trucks may deliver products, goods, or merchandise to the Meijer store between the hours of 10:00 p.m. and 6:00 a.m. so long as such trucks are promptly unloaded (i.e., within a maximum of two (2) hours each). Trucks shall not be permitted to idle for more than two (2) hours.

3.2.2 For those deliveries between 10:00 p.m. and 6:00 a.m., the trucks must utilize only Hartland Road (not Rovey Drive) to access the Meijer Center site.

3.2.3 Except for the gas station permitted as part of the Meijer Center and as detailed on the Final Plan, no other gas stations shall be permitted in the Development.

3.3 *Prohibited Uses.*

3.3.1 No part of the Development shall be used for camping or overnight visitor parking of vehicles, provided, however, that the overnight parking of merchandise delivery trailers in areas of the Development designated for merchandise delivery on the Final Plan or an approved site plan (such as loading dock areas) shall not be prohibited.

3.3.2 No part of the Development shall be used for Adult Regulated Uses as that term is defined by the Hartland Township Zoning Ordinance.

3.3.3 All other uses not expressly permitted by Section 3.1 of this Agreement, shall be prohibited unless first reviewed and approved by the Planning Commission and/or the Township Board as applicable.

3.3.4 Except as permitted either in connection with garden centers, lawn centers and other similar uses as provided under Section 3.1.19 of this Agreement, or as shown on the Final Plan in connection with the convenience store, or pursuant to a temporary accessory endeavor permit, no merchandise, products or services may be stored, displayed, or sold from any open air area in the Development.

3.4 All of the uses set forth in Section 3.1 of this Agreement for the Development on the Land are permitted and are lawful.

3.5 The Final Plan shall be a flexible plan in which the amount of any singular use may vary as the plan evolves at the sole discretion of Owners of the Land, limited to the Permitted Uses, Limitations and Prohibited Uses listed above.

4. **Dimensional Standards.** The Development shall comply with all dimensional, height, setback and bulk regulations of the approved Final Plan, unless amended under Article 29, Section 29.08. In developing the Land, the Owners shall adhere to all applicable building codes and Township ordinances, except as modified in this Agreement and the approved Final Plan. The set back from properties immediately east of the Development can remain as shown on the Final Plan, but the Owners shall provide additional screening in accordance with Article 10, Section 10.02jj of the Township's Zoning Ordinance when and if the adjacent properties are developed for residential purposes. In the event of a conflict between the codes and ordinances of the Township and this Agreement, the terms of this Agreement shall prevail. To the extent this Agreement or the Final Plan conflicts with the Township's Zoning Ordinance, it is understood that the traditional bulk requirements otherwise required by the Township's Zoning Ordinance, including lot coverage ratio and setbacks, shall be deemed to have been set aside in order to achieve certain design objectives pursuant to Article 29.

5. **Parking.**

5.1 The parties agree that paved and banked parking areas, if any, will be provided in accordance with the parking plan that is included in the approved Final Plan, which may be converted to and developed as parking spaces upon review and approval by the Township pursuant to Article 29, Section 29.08.

5.2 The Owners of the Land shall have the right, at their option, to convert a reasonable number of non-handicap parking spaces into additional handicap parking

spaces without requiring the Owners of the Land to obtain approval thereof by the Township.

5.3 Minimum parking requirements shall be as stated in Section 5.01 of the Hartland Township Zoning Ordinance (the "Parking Requirements"), except for the following:

5.3.1 *Shopping Center Cluster Commercial.* One space for each 250 sq. ft. of gross floor area shall be permitted.

5.3.2 *Restaurants.* One space for each 100 sq. ft. of gross floor area shall be permitted.

5.3.3. *Theaters.* One space for every four seats shall be permitted.

5.4 *Shared Parking.* For individual uses, which may own their sites in fee simple, parking may be provided "off-site" within the PD and may be shared with other uses, so long as the PD in its entirety provides sufficient parking for all proposed uses.

5.5 Nothing contained herein shall preclude the Township from amending the Parking Requirements, provided the Township reduces rather than increases the number of parking spaces required by this Agreement.

6. Site Design Standards

6.1 *Architecture & Screening.*

6.1.1 The architectural theme for the Development has been approved and shall be that architectural theme detailed in the Final Plan.

6.1.2 The predominant material of buildings in the Development shall be brick and/or other approved masonry materials on all sides of the building, as shown in the approved Final Plan. Material such as E.I.F.S shall be used sparingly and only as an accent material or where brick may be

impractical. Pilasters, dormer windows, and awnings, without names, logos, advertising or other identifying information of any tenants or owners in the Development, may be used to break up expansive walls. Where rear facades of buildings will be visible from major roadways or internal drives, enhanced architectural elements shall be added as shown in the approved Final Plan.

6.1.3 Spandrel glass may be used to break up long, expansive walls, as shown in the approved Final Plan.

6.1.4 Roofing materials shall be as shown in the approved Final Plan.

6.1.5 All areas identified for a garden center, lawn center or a similar use will be governed by this Agreement and the Site Development standards under Section 10.02.JJ.7.c and shall be constructed and enclosed in accordance with the approved Final Plan.

6.1.6 The development of all outlots will be consistent with the Final Plan. Materials will be similar to those of main structures, viz., primarily masonry, and less desirable materials such as E.I.F.S or rusticated/split face or decorative masonry block will be used sparingly and only to accent the building's facade. Pilasters, dormer windows, and awnings, without names, logos, advertising or other identifying information of any tenants or owners in the Development may be used to break up expansive walls. The placement of signs on outlot buildings shall conform to the Final Plan and this Agreement and shall be consistent with the placement of signs on

buildings Major "A" and Major "B" and on buildings located in Retail Area C and Retail Area D as depicted in the Final Plan.

6.1.7 All dumpsters will be screened from view of public roads by use of a screenwall constructed in accordance with the Final Plan.

6.1.8 Material, Cart Storage and Outdoor Displays. No materials or products stored in any outdoor storage areas, including the pallet and recycling area, if any, shall be stacked or kept so that they exceed the height of the screening walls. Shopping and other carts shall be kept indoors or in storage areas designated on the Final Plan.

6.1.9 In order to permit design of buildings with architectural interest by varying building height, the maximum building height permitted shall be as shown in the approved Final Plan.

6.2 *Internal Traffic Circulation.* The Development shall be served by an internal integrated drive, aisle, parking, and pedestrian network. The general alignment for the internal traffic system is specified in the Final Plan, but may be revised pursuant to Section 29.08, as amended, of the Hartland Township Zoning Ordinance depending upon the needs and timing of the uses developed at the time of final site plan approvals.

6.3 *Pedestrian Circulation.* Sidewalks will be provided and shall be designed to accommodate pedestrian movements as shown on the Final Plan.

6.4 *Landscaping, Trees and Grading.* There shall be unified landscaping throughout the Development designed and installed in accordance with the Final Plan. Substitution of plant materials may be permitted provided the changes are first administratively