



# Planning Commission

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

**Planning Commission Meeting Agenda**  
**Hartland Township Hall**  
**Thursday, April 14, 2022**  
**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 Special Meeting Minutes of March 17, 2022
6. Call to Public
7. Old and New Business
  - a. Site Plan/PD Application #22-004, Planned Development Concept Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)
  - b. Site Plan Application #22-005 – Amend the 7th 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** SPECIAL MEETING MINUTES

March 17, 2022– 7:00 PM

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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 Fox, Grissim, LaRose, Mayer, McMullen, Mitchell, Murphy  
Absent – None
4. **Approval of the Meeting Agenda:**  
A Motion to approve the March 17, 2022 Planning Commission Special Meeting Agenda was made by Commissioner Mitchell and seconded by Commissioner McMullen. Motion carried unanimously.
5. **Approval of Meeting Minutes:**
  - a. Planning Commission Meeting Minutes of January 13, 2022  
A Motion to approve the Meeting Minutes of January 13, 2022 was made by Commissioner Grissim and seconded by Commissioner LaRose. Motion carried unanimously.
  - b. Planning Commission Meeting Minutes of February 10, 2022  
A Motion to approve the Meeting Minutes of February 10, 2022 was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously.
6. **Committee Appointments**  
Chair Fox made the following 2022 Committee Appointments:  
Site Plan Review Committee: Fox, LaRose, Mayer  
Ordinance Review Committee: Grissim, Murphy, Mitchell
7. **Call to the Public:**  
None
8. **Old and New Business:**
  - a. **Site Plan Application #22-003 – Redwood Living Planned Development Final Plan.**  
  
Director Langer gave an overview of the location and scope of the request stating the following:
    - Located SW of Cundy and Hartland Glen Lane; 27 acres in the northern portion of Hartland Glen Golf Course.
    - Concept, Preliminary & Final Planned Development (PD) reviews required at both the Planning Commission and Township Board.
    - Preliminary approval was granted for the request for 148 units in 30 single-story buildings.
    - Final PD is mostly the legal documents: the PD Agreement, easements.

- Planning Commission will make a recommendation, the Township Board will render the final approval.

Representing the Applicant, Emily Englehart of Redwood Apartment Neighborhoods, and Ian Graham of Bergmann, Redwood's consulting engineer introduced themselves.

**Final Plan (Exhibit B)**

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

Director Langer stated the following:

- Intent is to include a plan that shows what the development looks like, not necessarily the entire plan set.
- Final plans submitted required some modifications; thus, the approved final plan will be the construction set of plans.
- Staff received a PDF showing the changes and have complied with the requested modifications.
- The Application is ready to move on to Final PD and then the construction phase.

**Access Easement (Exhibit C)**

Director Langer stated a portion of Hartland Glen Lane will now be part of the Redwood development but will still serve the golf course and any future development to the south. The Access Easement is to allow Redwood to use this road as well as the Hartland Glen property. For example, Redwood could not put up a gate that would prohibit access to Hartland Glen golf course.

**Offsite Landscape Easement (Exhibit D)**

Director Langer stated during the Public Hearing, it was suggested the northernmost units be moved to the south to allow space for a landscape buffer; however, Mr. Yaldo the property owner, stated he also owns the properties to the north and offered to place the landscaping on those properties, outside of the Redwood development. The recorded exhibit ensures the approximate 15-foot wide offsite landscape easement will be provided on properties north of the Redwood Planned Development and is intended to provide screening and buffering between the Redwood PD and single-family residences to the north.

Commissioner Mitchell asked if Redwood is responsible for maintaining the landscaping within the easement. The Applicant confirmed that is the case; they will maintain the trees and cut the lawn.

**Offsite Sign Easement (Exhibit E)**

Director Langer stated the following:

- Redwood is proposing to install a sign on the north side of Cundy Road which is not part of the Redwood development; generally, offsite signage is not permitted.
- The property owner is willing to grant that easement.
- This monument sign was shown on the Preliminary Plans.

Chair Fox stated the following:

- Concerned as it is written now, Redwood would get an exclusive sign.
- Approximately up to 700 homes possible in the Hartland Glen Golf Course.
- Every future development will also want a sign, “sign alley.”
- Typically, this type of sign would not be allowed.
- Should it be viewed as a development sign for Hartland Glen Golf Course and the residential developments within, like an office condominium sign.
- Trying to avoid the eventuality of several off-site signs along M-59, one for each development.
- PD would allow an easement for this one sign that says Redwood now, but there has to be language in the PD that allows this development only one sign, but the verbiage on the sign must change as this development grows.
- This is the place to address this issue.

Director Langer stated he spoke with Redwood about this sign serving Redwood, Hartland Glen and the future developments. Redwood did not have any concerns but some of it is out of their control. Redwood is having a conversation with Hartland Glen about the sign.

The Applicant stated the following:

- They wanted to hear the Planning Commission’s thoughts.
- Their primary goal is to have the Redwood sign as designed on M-59 with the best exposure.
- There is an existing sign at that location for Hartland Glen.
- One suggestion is that the Redwood sign be allowed, and the existing sign remain which could be altered as future developments occur.
- They are trying to figure out what the Planning Commission wants and how to make it all work.
- Redwood would like to have the sign on M-59, but it is at the generosity of Mr. Yaldo to allow that, and also the Planning Commission.

Chair Fox stated the following:

- If this were not a PD, the sign would not even be in the discussion as off-site signage is not permitted.
- The thinking is they did not pay for property with M-59 frontage, so they do not get M-59 advertising. The same is true for commercial property in that second row.
- Possible development sign, such as for an office park.
- Future developments will also want signs along M-59, most likely multiple developments.
- Allowing Redwood an exclusive sign sets a precedent.
- An argument in the future can be avoided if we deal with it today.

Commissioner Mitchell suggested the monument sign for Redwood be placed on the east side of Hartland Glen Lane on Redwood property. He is not in favor of seeing the triangle piece dotted with development signs. If the sign is going to be off-site, he feels it should be one sign.

Director Langer cautioned the Planning Commission that the boundary lines on aerial images are not accurate. He also indicated Hartland Glen owns the land in between Redwood and M-59 on the east side of the road as well.

Mr. Graham mentioned part of the area being discussed is part of the road right-of-way where signage is not permitted.



Commissioner Mitchell asked about the Redwood development in White Lake and if there is a sign on M-59 at that location.

The Applicant stated they proposed the sign knowing that it might be allowed as part of the PD and Mr. Yaldo was amenable; normally they would not have the opportunity for an off-site sign. Redwood does not want this to hold up the project. They are open to having a shared sign if Mr. Yaldo can accommodate them. They would be open to having a monument sign on their property near the leasing office. They believe all parties agree to having a unified sign along M-59 if that is possible.

Commissioner Grissim stated she is happy the Chair thought this through for our future, a unified sign would be acceptable and makes a lot of sense.

Commissioner Mayer agreed.

Commissioner LaRose also agreed.

Commissioner Murphy concurred and mentioned the property in White Lake does have a sign on M-59. He does not think there is enough room to place a monument sign on the east side of Hartland Glen Lane. One larger sign would be more appropriate.

Commissioner McMullen stated she agrees but asked if a new monument sign is constructed, will the other be dismantled?

Chair Fox replied that is part of the discussion. He would propose one sign for the Hartland Glen property with verbiage to be determined by the owner of the Hartland Glen property and the individuals that are part of his development. It will be reviewed by the Planning staff. He has no preference for what is on the sign.

The Planning Commission discussed the following sign options:

- Proposed sign is five (5) feet tall; seven (7) feet is permitted.
- Any addition to the sign may make it larger than seven (7) feet.
- Some larger developments have ten (10) foot signs.
- Sign could be designed, and the Applicant could come back for the approval.
- Adding length to the proposed sign could be problematic as it is already ten (10) feet from the M-59 road right-of-way on one side and three (3) feet from the Cundy Road right-of-way, which is already too close.
- PD states a specific sign with specific dimensions; if approved, any change to the that sign would require an amendment to the PD. Very little room to modify the sign through the staff review process.
- Typically, the signage shown in a PD is the signage approved. In this case, the approval would be for the size and location not for the design.
- Concerned that in the future, Redwood will want or need a sign at the entrance to their property as other developments come along.
- Remove sign easement from the PD. Any signs on Redwood property would fall under the sign ordinance.

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The Applicant suggested the proposed sign be moved onto Redwood property, the existing Hartland Glen sign stays. If the owner modifies that sign in the future, would Redwood be allowed to be part of that sign.

Director Langer replied there are two options: amend the PD with a new sign diagram; or when Hartland Glen Golf Course is developed through the PD process, that PD signage could incorporate multi-development Redwood sign.

The Applicant indicated they would like to remove Offsite Sign Easement (Exhibit E), move the monument sign to their property, and work out a future sign with an amendment later.

Director Langer stated the draft language staff proposed no longer applies. A condition should be added regarding the sign.

**The Planning Commission agreed.**

**Offsite Pump Station Easement (Exhibit F)**

Director Langer stated the pump station is for sanitary sewer which requires an easement from Hartland Glen.

Commissioner LaRose suggested another condition be added allowing the easement to be modified, if necessary, following the County Drain Commissioner review.

**The Planning Commission agreed.**

Commissioner LaRose asked if the Easements need to be recorded separately. Director Langer stated they need to be recorded as they provide for all the required access in the event the Hartland Glen Property is sold. The entire PD will be recorded including the Exhibits, so they do not need to each be recorded separately.

**Rezoning of the subject parcel**

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

Director Langer stated the Township Attorney had some technical revisions and the Planning Commission has that information.

The Applicant asked that approval be conditioned subject to the Township Attorney's final approval of the document to allow their attorney to review it again.

**The Planning Commission agreed.**

**Commissioner LaRose offered the following Motion:**

**Move to recommend approval of Site Plan Application #22-003, the Final Planned Development Site Plan for Redwood Living Planned Development, subject to the following conditions:**

- 1. The Final Planned Development Site Plan for Redwood Living Planned Development, SP/PD Application #22-003, is subject to the approval of the Township Board.**
- 2. Final approval of the Redwood Planned Development (SP/PD Application #22-003) shall require an amendment to the Zoning Ordinance to revise the zoning map and designate the subject property as PD (Planned Development). The subject property, which constitutes the planned development project area (27.14 acres total), and is to be rezoned to PD, is as follows:**
  - a. Tax Parcel ID #4708-26-100-020 (27.14 acres in size); currently zoned HDR (High Density Residential) and CA (Conservation Agriculture).**
- 3. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated March 10, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.**
- 4. The Planned Development Agreement and any easements shall comply with the requirements of the Township Attorney.**
- 5. As part of the Final Plan Review, the applicant, and/or any future owners shall agree to not interfere or object to any future roadway and/or pedestrian connections to the east. Any future ingress-egress easement agreement shall comply with the requirements of the Township Attorney.**
- 6. The applicant shall obtain any permits from the Livingston County Road Commission for any and all improvements to Hartland Glen Lane within the road right-of-way of Cundy Road.**
- 7. Municipal water shall be available for this development. In the event that municipal water is not available for this project, the developer shall re-submit plans to be approved by the Planning Commission and Township Board that provide an acceptable water source.**
- 8. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other governmental agencies, as applicable.**
- 9. Sign easement Exhibit E shall be removed from the PD Agreement, The PD Agreement will be amended to move the sign onto the Redwood property, The sign shall conform to the Zoning Ordinance and is subject to review and approval by the Planning Department.**
- 10. The off-site pump station easement in Exhibit F shall be modified as needed based on the review by the Livingston County Board of Public Works.**

**Seconded by Commissioner Mitchell. Motion carried unanimously.**

- 9. Call to the Public:**  
None

**10. Planner Report:**

Director Langer shared the following:

-Hartland Schools Athletic Field Complex.

- Located at Hartland and Dunham Roads.
- Schools are an anomaly as to whether they need to go through a formal review.
- Intent is to share the information with the public.

-Yatooma Oil signage request for two monument signs.

- Most commercial is located on M-59 or Old US 23.
- Ordinance seems to reference only M-59, US 23 or Old US 23.
- Does the punctuation change the meaning?
- Should the Ordinance be interpreted as pertaining to any public road or only those listed.
- Most have two.
- Does the amount of traffic make a difference?
- Should it be clarified in the Ordinance?
- Old US 23 properties have frontage on both sides, US 23 and Old US 23.
- Director Langer summarized the majority interpretation is two monument signs are permitted, and the Ordinance Review Committee may want to review the verbiage in the future to clarify.

-Free-standing solar panels on CA zoned parcels.

- Ordinance refers to accessory structures.
- In CA, accessory structures are permitted in the front, side or rear.
- Is this an additional limitation in the CA zoning district?
- Two cases, in both instances the majority of their property is in the front yard with little space in the rear.
- Zoning Board of Appeals could be instrumental in determining whether they should be allowed in the front or side of CA zoned properties; must prove a practical difficulty.
- Director Langer summarized the majority interpretation was it is an additional limitation in the CA zoning district and solar panels are only allowed in the rear.

-The March 24, 2022 Regular Planning Commission Meeting will be canceled.

**11. Committee Reports:**

**12. Adjournment:**

**A Motion to adjourn was made by Commissioner Murphy and seconded by Commissioner Mayer. Motion carried unanimously. The meeting was adjourned at approximately 8:32 PM.**



# Hartland Township Planning Commission Meeting Agenda Memorandum

**Submitted By:** Troy Langer, Planning Director

**Subject:** Site Plan/PD Application #22-004, Planned Development Concept Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)

**Date:** April 7, 2022

## **Recommended Action**

No formal action shall be taken by the Planning Commission or the Township Board as part of a Planned Development Concept Plan review. The Planning Commission should provide comments to the applicant about the proposed Planned Development Concept Plan and whether it is indicative of a plan that can and will meet the intent, design standards, and eligibility criteria of the Planned Development process.

The Preliminary Plan, which is in the next phase of a PD, will include significantly more detail with respect to design and engineering, landscaping, lighting, traffic impacts, wetland determinations, common space features, etc. It would be in the Applicant's best interest to provide a summary of design details (entryway feature, landscaping, amenities, common area features, etc.) as part of the Preliminary Plan.

## **Discussion**

Applicant: Khurram Baig

## **Site Description**

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

Currently the property consists of an open field area in the center of the site, which is surrounded by forested areas on the north, east, and west. The majority of the site is shown as forested on Sheet V-2.0. The plans indicate a wetland area in the northeast corner of the site. Staff would recommend the applicant contact the Department of Environment, Great Lakes and Energy (EGLE) to apply for a Level 3 Wetlands Identification Program (WIP) Review, in order to determine the regulatory status of the wetland area as well as to determine the boundaries of the regulated wetland, as applicable.

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

The approximate 30.52-acre property to the east is undeveloped and zoned CA (Conservation Agricultural). The adjacent property north of the subject site is currently occupied by a single-family home and is zoned CA (Conservation Agricultural).

Hartland Sports Center is west of the site at 2755 Arena Drive and is zoned GC (General Commercial).

The sole point of access to the proposed residential planned development is from Bella Vita Drive, a private road that commences at Highland Road and provides access for multiple parcels.

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

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

### **Site History**

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

Under Site Plan Application #20-004, a request was submitted to construct a private road that would provide access to four (4) parcels, which would be created under a separate land division application. The existing portion of Bella Vita Drive had been constructed per the private road standards. The request under SP #20-004 was to extend the private drive approximately 200 feet to the north and terminate into a cul-de-sac. The dedication of the drive to become a private road required a recommendation by the Planning Commission to the Township Board, with the final decision by the Township Board. SP #20-004 was approved by the Township Board on June 16, 2020.

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

### **Planned Development Procedure**

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD (Planned Development). Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step. The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

### **Proposed Concept Plan**

#### **A. General**

The subject parcel is approximately 9.38 acres. Per Section 3.1.18.B.ii, the minimum size for a Planned Development is twenty (20) acres of contiguous land. The Township Board, upon recommendation from the Planning Commission may permit a smaller Planned Development subject to meeting the requirements in Section 3.1.18.B.ii, such as the project offers unique characteristics and benefits or the parcel in question has unique characteristics that significantly impact development. The applicant is to submit a letter to the Township requesting a waiver of the minimum Planned Development size requirements and explaining the basis for the request. The waiver request is to be submitted as part of the conceptual approval of the Planned Development. A waiver request was submitted by the applicant dated March 25, 2022.

The applicant has submitted a Concept Plan for a single-family residential Planned Development with thirty (30) detached condominium units. The condominium units are to be owner occupied. The only access to the development is via Bella Vita Drive. Internally vehicular circulation is provided by a small network of private roads. The most northern road dead-ends at the west property line and could be utilized as a second means of egress, however the applicant would have to work with the property owner to the west (Hartland Sports Center at 2755 Arena Drive) to secure an ingress-egress easement. There could be impacts to the existing parking area associated with Hartland Sports Center in order to facilitate a connection. The most southern road terminates approximately twenty-five (25) feet from the west property line. A turn-around is not shown for this road.

The condominium units are shown as well as the footprint of a typical house. The unit dimensions vary in depth and the width is typically 52 feet to 62 feet. The unit area ranges between 5,400 to 7,000 square feet. The proposed building setbacks are as follows:

Front: 15 feet  
Corner: 15 feet  
Side: 5 feet  
Rear: 10 feet

Of note, the leading edge of Unit 14 (west elevation of the building) is approximately five (5) feet from the west property line.

Using the side setback of five (5) feet, this allows for two (2) adjacent buildings to be ten (10) feet apart (exterior wall to exterior wall). The Hartland-Deerfield Fire Authority has provided comments on this topic in their email communication, dated March 9, 2022.

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

On-site stormwater detention is shown in the north to northwest areas of the site. Sheet V-2.1 (Aerial View) generally shows the existing vegetation, with the majority of the site shown as forested, with a meadow area in the center of the site toward the south end. Dots are shown on Sheet V-2.1, each with a unique number, presumably indicating a specific tree; however, a formal tree survey with trees identified and numbered was not provided. Given the proposed layout of the streets, units, and detention areas, it appears a significant number of trees will be removed to accommodate this development. Existing vegetation to be retained or removed should be shown on a plan as part of the Preliminary Site Plan submittal, such as an Existing and Clearing Plan and Tree Inventory Plan.

The property is approximately 9.58 acres, resulting in an estimated density of 3.13 dwelling units per acre. More discussion on density is provided in the next section of this report.

Section 3.1.18.E has specific requirements for information to be included within a Planned Development Concept Plan submittal. Given the information provided by the applicant, the Planning Department feels the submittal is sufficient to consider complete.



## **B. Proposed Density**

Section 3.1.18.C. of the Zoning Ordinance states the residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan. The subject property is designated Multiple Family Residential on the adopted 2015 Future Land Use Map and the 2020-2021 Amendment to the FLUM. This category designation envisions a maximum density of eight (8) units per acre. Using the subject site acreage of 9.58 acres and allowing a maximum of eight (8) units per acre, a maximum 76.64 units could be permitted ( $8 \times 9.58$  acres). The Concept Plan proposes a density of 3.13 dwelling units per acre ( $30 \text{ dwellings} \div 9.58 \text{ acres}$ ), which is consistent with the maximum allowed density for Multiple Family Residential.

Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in units on a site in recognition of outstanding attributes as listed in this section. The Township Board in its sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission. In this case if the Planned Development land area could accommodate 76.64 units ( $9.58 \text{ acres} \times 8 \text{ units per acre}$ ), in accordance with the Comprehensive Plan, the Planned Development plan could include up to 108 dwellings ( $77 + 31 \text{ additional units}$ ) if a maximum bonus were awarded by the Planning Commission and Township Board.

Per the adopted 2015 Future Land Use Map (FLUM) and the 2020-2021 Amendment to the FLUM, the surrounding properties on the east, west, and south are designated as Multiple Family Residential. The adjacent property to the north is designated as Low Suburban Density Residential.

## **C. Public Road Access**

As noted previously, the sole point of access to the development is via Bella Vita Drive, which is a private road. Bella Vita Drive connects to Highland Road at the southern end of the private road. Highland Road (M-59) is a public road and is under the jurisdiction of the Michigan Department of Transportation (MDOT). Internally the units are served by a looped system of private roads.

## **D. Traffic Generation**

The applicant has not submitted a traffic impact analysis as part of the Concept Plan submittal; this is one of the requirements for Preliminary Site Plan submittal.

## **E. Internal Vehicular/Pedestrian Circulation**

The proposed development is accessed from Bella Vita Drive. Private roads provide internal circulation, with two (2) roads running east-to-west, with one (1) road ending at the west property line. The other road ends just short of the west property line. Two (2) additional roads run north-south and connect to the other two (2) roads. A secondary means of access should be considered and is recommended by the Hartland-Deerfield Fire Authority in the email communication dated March 9, 2022.

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

A 5-foot wide sidewalk is shown on both sides of each private road within the development.

#### **F. Utilities**

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

#### **G. Design Details**

A Pattern Book with specific design details was not submitted with the Concept Plan, although a brochure was submitted showing typical building elevations and floor plans. For a project such as this, additional design details could include information on price points, streetlights (if proposed), entry feature, common space amenities, etc.

Minimum design details are outlined in Section 3.1.18.c. and include minimum yard requirements and distance between buildings.

#### **H. Open Space**

Section 3.1.18.C requires a Planned Development to include open space; at a minimum that open space should meet the requirements of the site's previous zoning district. Historically in other residential Planned Developments, such as Walnut Ridge Estates and Fiddler Grove, the following formula was applied: a minimum of 25% (of total area of site) should be provided as open space, and of that 25%, 10% must be usable open space. An open space plan was not provided but will be required with the Preliminary PD Plan submittal. The plan should show areas counted as open space and usable open space. Section 3.15 states "open common open space shall be planned, developed, and maintained for appropriate recreational and other open space uses for the anticipated occupants of the housing."

#### **I. Landscaping**

A landscape plan was not submitted. The Preliminary Site Plan will be reviewed for compliance with the landscaping/screening requirements of a Planned Development, including screening/buffering from lower-density residential properties adjacent to the proposed development.

#### **J. Exterior Lighting**

No exterior lighting plan was provided as part of the Concept Plan. The Preliminary Site Plan should include the design and location of streetlights if proposed.

#### **Recognizable Benefits**

One of the eligibility criteria for a Planned Development is that it "shall result in a recognizable and substantial benefit to the ultimate users of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning." It is not clear based on the Concept Plan whether the proposed development satisfies these criteria. It will be ultimately up to the applicant, Planning Commission, and Township Board to come to an agreement on the extent to which a recognizable benefit shall be provided for the proposed development.

#### **Hartland Township DPW Review**

No comments at this time.

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

No comments at this time.

**Hartland Deerfield Fire Authority Review**

The Hartland Deerfield Fire Authority has provided comments in outlined in the email communication dated March 9, 2022.

**Recommendation**

No formal action shall be taken by the Planning Commission or the Township Board as part of a Planned Development Concept Plan review. The Planning Commission should provide comments to the applicant about the proposed Hartland Senior Community Development Concept Plan and whether it is indicative of a plan that can and will meet the intent, design standards, and eligibility criteria of the Planned Development process.

The Preliminary Site Plan will include significantly more detail with respect to design and engineering, landscaping, lighting, traffic impacts, wetland determinations, common space features, etc. It would be in the Applicant's best interest to provide a summary of design details (entryway feature, landscaping, amenities, common area features, etc.) as part of the Preliminary Site Plan.

**Attachments:**

1. Hartland Deerfield Fire Authority email, dated March 9, 2022 – PDF version
2. Applicant Waiver request dated March 25, 2022 – PDF version
3. Concept PD Project Overview – PDF version
4. Housing Brochure – PDF version
5. Concept PD Site Plans dated March 15, 2022

**CC:**

Spaulding DeDecker, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

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

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## Troy Langer

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**From:** Troy Langer  
**Sent:** Wednesday, March 16, 2022 2:09 PM  
**To:** Troy Langer  
**Subject:** FW: Informal meeting for Hartland Senior Community

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**From:** Jennifer Whitbeck <jwhitbeck@hartlandareafire.com>  
**Sent:** Wednesday, March 09, 2022 12:42 PM  
**To:** Troy Langer <TLanger@hartlandtwp.com>  
**Cc:** Michael Luce <mlyce@hartlandtwp.com>; Martha Wyatt <MWyatt@hartlandtwp.com>; Schrot, Jeremy <jschrot@sda-eng.com>  
**Subject:** Re: Informal meeting for Hartland Senior Community

All,

After talking it over with Chief Carroll we are in agreement that there needs to be a second means of egress for this community as well the occupancies need to be sprinkled and have hydrants due to the density of the complex and the proximity of the homes to one another.

We are good with the second means of egress being off of the south end going into the back of the ice arena parking lot. If for some reason there is an issue at Bella Vita there is no way in or out for these residents. The same egress could be used for the ice arena if an issue should arise at the new apartments going in on Arena Drive. This could be gated off so that normal traffic does not use this as a gate way but it will have to be maintained on a year round basis and built to specs for access if it should be needed.

Any questions or concerns please let me know.

Yours In Fire Safety,

Jenn Whitbeck  
Fire Inspector  
Hartland Deerfield Fire Authority  
810-632-7676  
[jwhitbeck@hartlandareafire.com](mailto:jwhitbeck@hartlandareafire.com)



Developed by Baig Development LLC  
25210 Five Mile Rd Redford MI 48239  
Office 248 418 4000 | Fax 866 364 7300

PD Planned Development Waiver Request

March 25, 2022

The Courtyards of Hartland consists of an approximate 10 acre site and as per section 3.1.18 of the Hartland Township Zoning Ordinance the minimum size required for the PD zoning is 20 acres. We would like to request a waiver for this location so that we can utilize the PD zoning on a smaller site for the following reasons.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Khurram Baig', with a stylized flourish at the end.

Khurram Baig



# COURTYARDS @ HARTLAND





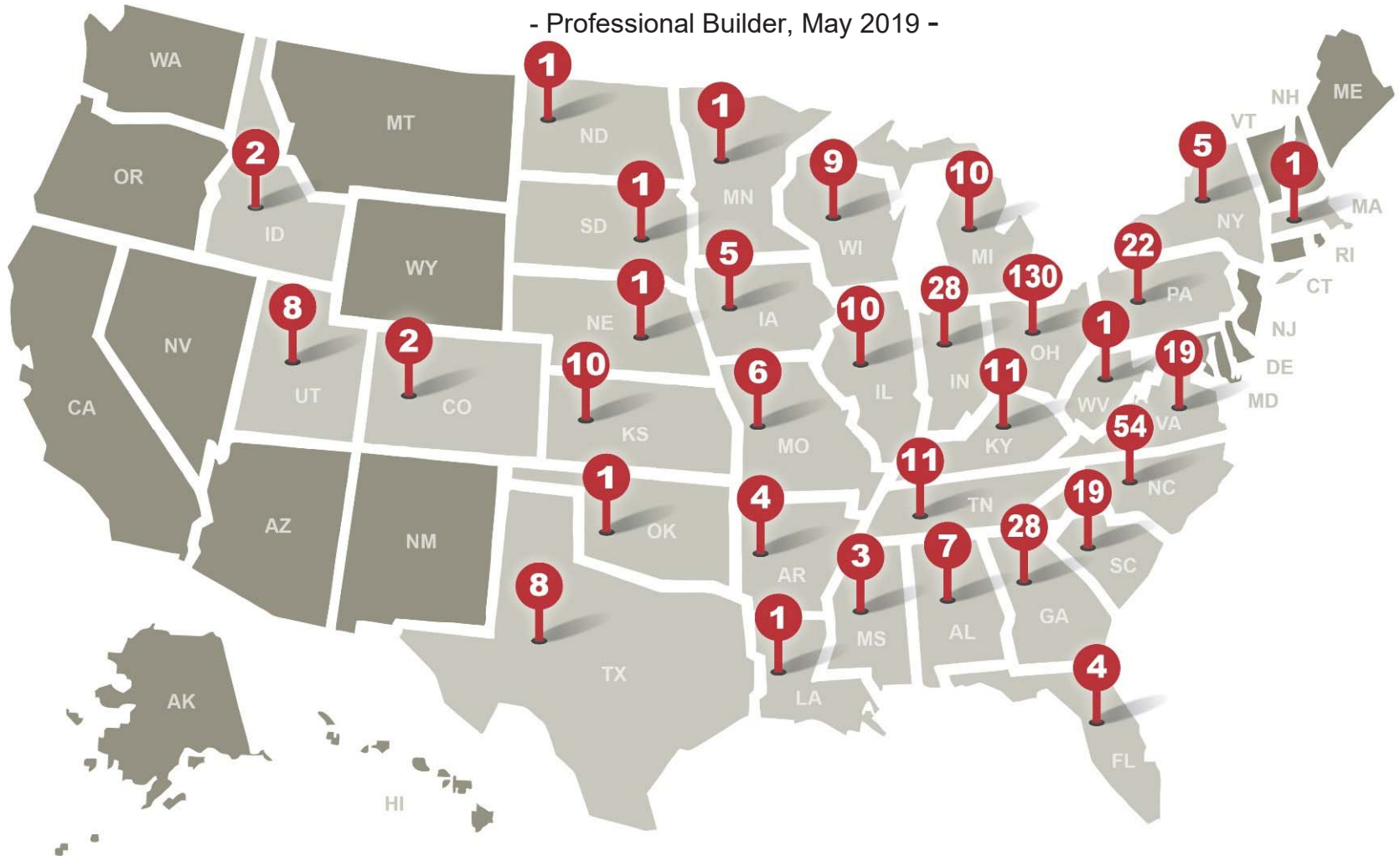


Epcon  
Homes Built

Communities  
Developed

## States With Epcon Homes

- Professional Builder, May 2019 -





# What do we sell? Lifestyle!



**No Rake. No Shovel. No Mower. Lock and Leave.  
Community Amenities.**







# Courtyards @ Hartland

Large open spaces with preservation of stream setbacks and wooded areas.

Providing a walkable community

Owner occupied upscale housing providing a lifestyle for those in the area that are no longer able to stay in their current homes but do not want to leave the area to find this type of housing.

Single story living that allows residents to age in their new homes. No more steps, all detached homes have two bedrooms and two baths standard on the main floor.

Reduced Traffic and School impacts compared to traditional housing.





EPCON - PORTICO  
REV. 09.25.14





# Palazzo

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

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



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

# Portico

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

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



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



# Promenade III 2-4 BEDS | 2-3.5 BATHS | 2,053-2,826 SQ. FT.

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



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

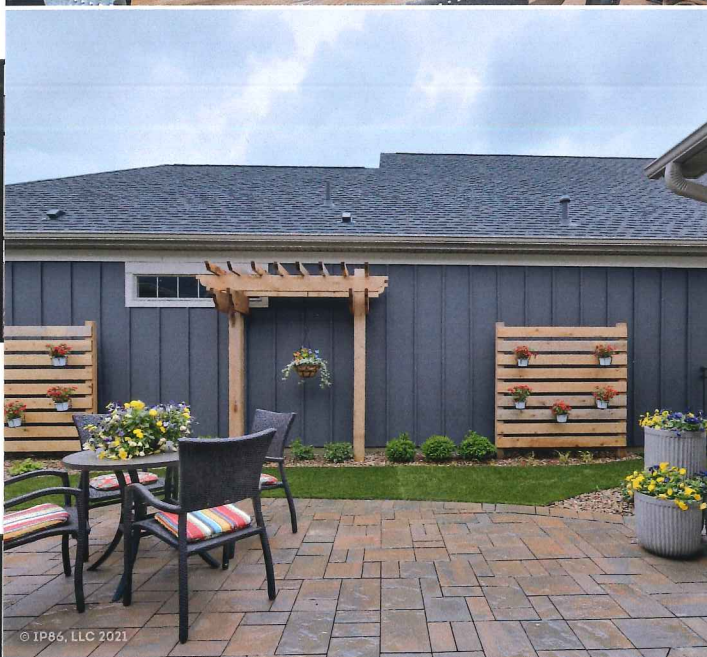
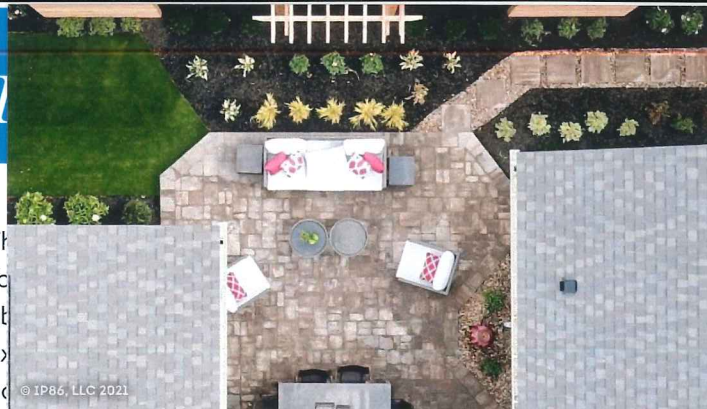
# Provenance 2-3 BEDS | 2.5-3.5 BATHS | 2,847-4,060 SQ. FT.

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



- 3-Car garage and abundant storage space
- Optional 2nd floor bonus suite with a third bedroom and full bath
- Spacious, light-filled design with a formal dining room or den
- Expansive kitchen with gourmet island and walk-in pantry
- Private, outdoor courtyard
- Optional sitting room, screened or covered porch, or second





# Live Well *In an Epcon Community*

## LUXURY RANCH HOMES

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

## LOW-MAINTENANCE LIVING

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

## PRIVATE COURTYARDS

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

## LOCK & LEAVE LIFESTYLE

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

## FEATURES OF UNIVERSAL DESIGN

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

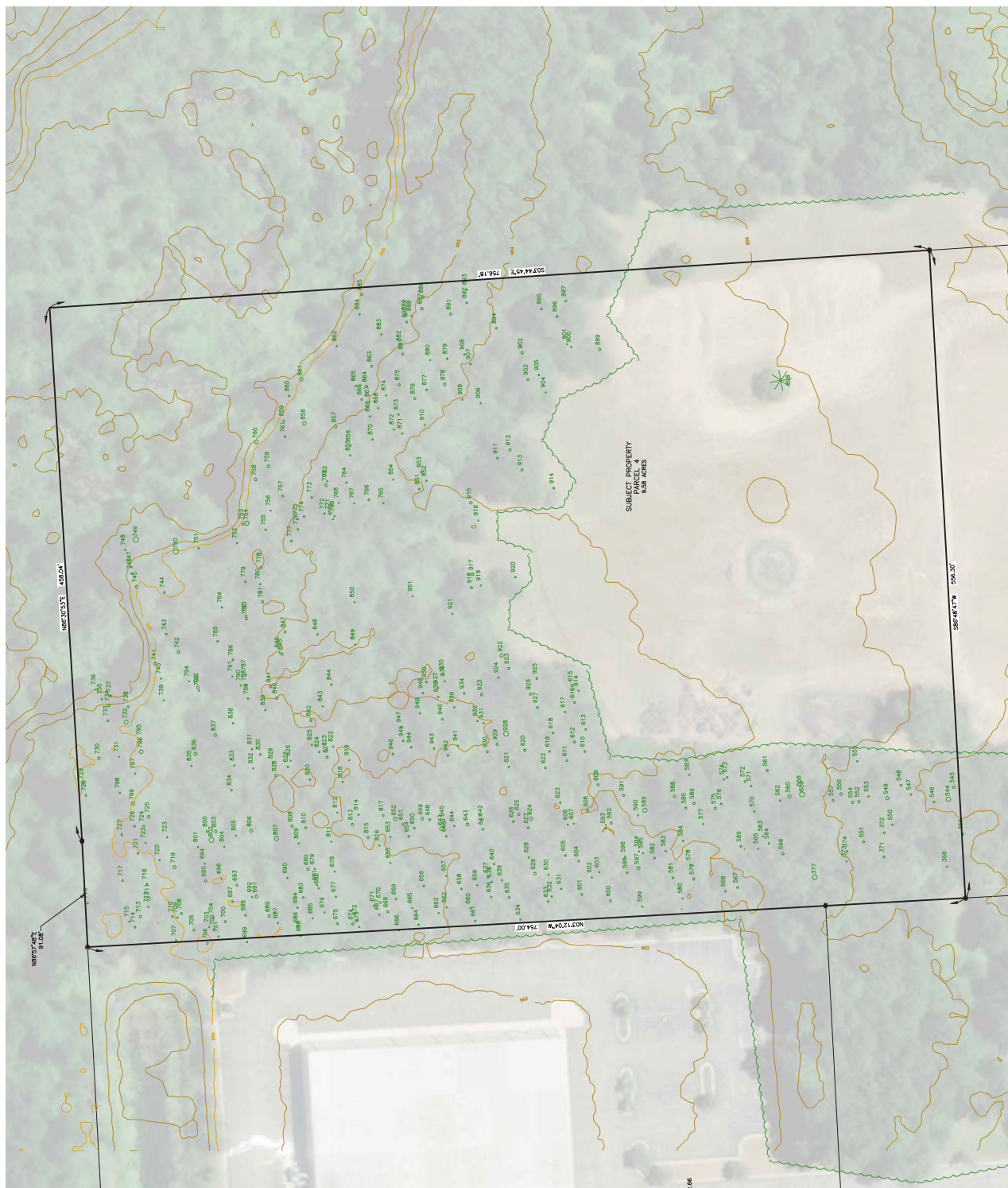


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FILE P:\Projects\2022\22-027 Hortland Senior Community\Eng\Engineering\22-027\_0-1.0\_Cover.dwg PLOT DATE:3/15/2022 2:56 PM










$$A_{\text{tot}} = \frac{\epsilon_{\text{CP}}}{D_{\text{SW}} + D_1 + D_{\text{eq}}}$$

## C-9.0

# Hartland Township Planning Commission Meeting Agenda Memorandum

**Submitted By:** Troy Langer, Planning Director

**Subject:** Site Plan Application #22-005 – Amend the 7<sup>th</sup> Amendment to Hartland Towne Square Planned Development Agreement

**Date:** April 7, 2022

## Recommended Action

**Move to approve** amended language of the 7<sup>th</sup> Amendment to the Hartland Towne Square Planned Development Agreement, as outlined in the staff memorandum dated April 7, 2022.

## Discussion

Applicant: Hartland Township

## 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 planned development is approximately 81.34 acres in size and is comprised of multiple parcels. Hartland Towne Square PD is zoned PD (Planned Development) and was approved in 2008 under SP #429F.

## Request

The Planning Department has been made aware that the 7<sup>th</sup> Amendment to the Planned Development Agreement for Hartland Towne Square PD was revised recently without notification to the Township. The request is to modify the 7<sup>th</sup> Amendment, which was originally approved by the Township in 2019, as part of SP #19-002 (Panda Express). The Planning Department is presenting the document to the Planning Commission for their consideration.

## 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 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, and applicable zoning standards, provide the development standards for Hartland Towne Square PD. Eight amendments to the PD have occurred between 2008 and 2019 as outlined below:

### 1<sup>st</sup> 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.

### 2<sup>nd</sup> 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.



3<sup>rd</sup> 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.

4<sup>th</sup> 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.

5<sup>th</sup> 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.

6<sup>th</sup> 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.

7<sup>th</sup> Amendment

On March 5, 2019, the Township Board approved Site Plan #19-002, a request to construct Panda Express which has one (1) drive through window and is located on Outlot #8. Under that same request, an amendment to the Planned Development (PD) Agreement for the Hartland Township Square PD, was approved, specifically Paragraph 3.1.16., to permit up to three (3) drive-through restaurants and a total of eight (8) drive-through businesses. This was considered the 7<sup>th</sup> Amendment to the PD Agreement.

Previously, the PD Agreement permitted drive-through service for up to seven (7) establishments, with two (2) allotted for restaurants. The language in the original PD Agreement allowed for one (1) drive through for a bagel, donut, or coffee shop, however this language was not amended in 2019. As background information, Tim Horton's is considered a drive-through donut/coffee shop.

The approval of the 7<sup>th</sup> Amendment allowed for Panda Express, as the third drive-through restaurant in the Planned Development, with Culver's and Taco Bell being the other drive-through restaurants. However, the 7<sup>th</sup> Amendment was never executed because Meijer and Ramco, now known as RPT, were having some disagreement on this development. The Planning Director reached out to Meijer to learn more about that disagreement and whether it would impact the proposed restaurant with a drive-through. After learning that Meijer did not have any material concerns with the proposed restaurant, and being of the opinion that the disagreement would be amicably resolved in the near future, the Planning Department proceeded with the restaurant project.

8<sup>th</sup> 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 8<sup>th</sup> 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 8<sup>th</sup> 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 northwest corner of Hartland Road and Highland Road; allowed for two (2) additional ground signs along Highland Road; 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. In particular, Section 3.1.16 was amended to read as follows:

*"Drive through service shall be permitted within the Development upon approval thereof by the Township Planning Commission."*

The document further states:

*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).*

The intent of the 8th Amendment, regarding drive-through service establishments, was to eliminate the restriction on the number of drive-through services and thus avoid future amendments to the PD Agreement when new drive-through businesses want to locate in Hartland Towne Square. The 8<sup>th</sup> Amendment has not been executed, for the same reasons that the 7<sup>th</sup> Amendment has not been executed.

#### 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, and Panda Express. 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), on Outlot #10. The project did not move forward.

On Thursday, October 14, 2021, the Township Planning Commission approved Site Plan #21-014, a request to amend the previously approved plans for Hartland Towne Square Planned Development (PD), to construct an approximate 7,980 square foot multi-tenant building with one (1) drive-through window for a coffee shop, on Outlots #10 and #11. The project is in the process of moving toward the construction stage. Under the 8<sup>th</sup> Amendment to the PD Agreement, the restriction on the number of drive-through establishments was eliminated, thus adding another drive-through establishment in the development was not a concern.

The applicant's attorney for Site Plan #21-014 was not happy with the disagreement between Meijer and RPT (formerly Ramco) and wanted to get the 7<sup>th</sup> and 8<sup>th</sup> Amendment executed before the project moved any further. The Planning Director established a meeting with Meijer and the applicant's attorney. Ultimately, Meijer would only agree to execute a modified 7<sup>th</sup> Amendment, which explains why the Township is processing a revised 7<sup>th</sup> Amendment.

#### Approval Procedure

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

**Summary of the Request**

The request is to amend the original language of the 7<sup>th</sup> Amendment, as approved in 2019, to modify the number of drive-through service establishments. The document has been signed but has not been recorded at the County Register of Deeds. As background information, drive-through service is a Permitted Use in the Hartland Towne Square PD, as outlined in the original PD Agreement under Paragraph 3.1.16.

For comparison purposes, the 7<sup>th</sup> Amendment, as approved under SP #19-002, and the proposed 7<sup>th</sup> Amendment, are provided, using the relevant sections of each version. The number of drive-through services are noted in **bold** in each document in order to highlight the differences.

A summary chart is provided at the end of this section, that compares drive-through establishments under the original PD Agreement and subsequent amendments.

Seventh Amendment to Planned Development Agreement (language as approved under SP #19-002)

- D. *The purpose of this Seventh Amendment is to amend the text of paragraph 3.1.16 to permit **one additional drive through for a restaurant**, to amend and supplement the Final Plan for the Development to allow for such and incorporate each of the site plan attached hereto as Exhibit B and the plan sheet page attached hereto as Exhibit C into the Pattern Book and the Final Plan.*

*NOW, THEREFORE, it is hereby agreed as follows:*

1. *Capitalized terms used in this Seventh Amendment that are not defined herein shall have the meanings given to them in the Agreement.*
2. *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 a bagel, donut or coffee shop.**”*
3. *Upon execution and recording of this Seventh Amendment of the Agreement, the original Paragraph 3.1.16 will be superseded and amended as follows:*  
  
*“Drive through service shall be permitted for up to **eight** establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, **three for restaurants and one drive through for a bagel, donut or coffee shop.**”*
4. *In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern and control. This Seventh Amendment to the Agreement shall be recorded with the Livingston County Register of Deeds.*

Proposed Seventh Amendment to Planned Development Agreement (SP #22-005)

- D. *The purpose of this Seventh Amendment is to amend the text of paragraph 3.1.16 to permit **one additional drive through for a bagel, donut, or coffee shop for that portion of the Development***

*commonly known as Outlots 10 and 11, to amend and supplement the Final Plan for the Development as necessary to allow for such.*

*NOW, THEREFORE, it is hereby agreed as follows:*

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

2. *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 a bagel, donut or coffee shop.**”*

3. *Upon execution and recording of this Seventh Amendment of the Agreement, the original Paragraph 3.1.16 will be deleted in its entirety and superseded and replaces as follows:*

*“Drive through service shall be permitted for up to **eight** establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, **two for restaurants and two drive through(s) for bagel, donut or coffee shops, with one reserved for the development of Outlots 10 and 11.**”*

4. *In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern and control. This Seventh Amendment to the Agreement shall be recorded with the Livingston County Register of Deeds.*

Following is chart that summarizes the drive-through service allotments as provided in the original PD Agreement and subsequent amendments:

PD Agreement	Total number of drive-through services	Number of drive-through for restaurants	Number of drive-through for bagel, donut or coffee shop
Original PD Agreement	7	2	1
7 <sup>th</sup> Amendment (2019) - appr'd under SP #19-002	8	3	1
Proposed 7 <sup>th</sup> Amendment (2022)	8	2	2 – with one reserved for Outlots #10 and #11
8 <sup>th</sup> Amendment (approved in 2019)	Drive-through service subject to approval of the Planning Commission	NA	NA



In summary, the proposed 7<sup>th</sup> Amendment, as written, permits up to eight (8) drive-through service establishments; has decreased the number of drive-through restaurants from three (3) to two (2); and has increased the number of drive-through establishments for a bagel, donut, or coffee shop from one (1) to (2) establishments, in comparison with the 7<sup>th</sup> Amendment approved in 2019. The proposed 7<sup>th</sup> Amendment further states that one (1) drive-through service for a bagel, donut, or coffee shop is reserved for the development on Outlots #10 and #11. Tim Horton's is the other coffee shop establishment with a drive-through service.

Of note, the proposed 7<sup>th</sup> Amendment only allows for two (2) restaurants with drive-through service establishments and currently there are three (3) restaurants with drive-through service: Culver's, Taco Bell, and Panda Express. The 8<sup>th</sup> Amendment eliminates the restriction on the number of drive-through establishments and requires drive-through service to be approved by the Planning Commission. This document has not been signed nor recorded; however, elements of that document have already been implemented within the PD. One could argue that the 8<sup>th</sup> Amendment is applicable regarding future drive-through establishments, specifically that the former limitations have been removed.

**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. 7<sup>th</sup> Amendment to Planned Development Agreement (SP #19-002) – PDF version
2. Proposed 7<sup>th</sup> Amendment to Planned Development Agreement (SP #22-005) – PDF version
3. 8<sup>th</sup> Amendment to the Planned Development Agreement (2019)– PDF version

CC:

Rick Anthony, RPT

Matt Levitt, Meijer

Spaulding DeDecker, Twp Engineer (via email)

M. Luce, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2022 Planning Commission Activity\Site Plan Applications\SP #22-005 Hartland Towne Sq PD amend 7th Amendment\Staff reports\Planning Commission\SP #22-005 staff report PC 04.07.2022.docx

## **SEVENTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT**

### **RAMCO HARTLAND**

THIS SEVENTH AMENDMENT ("Seventh 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 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 Seventh 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 six (6) separate amendments, all of which have been recorded in the Livingston County Records (as used herein, the term Agreement shall include all such six (6) amendments).
- C. Ramco, Township and Meijer are the current parties to the Agreement.
- D. The purpose of this Seventh Amendment is to amend the text of paragraph 3.1.16 to permit one additional drive through for a restaurant, to amend and supplement the Final Plan for the Development to allow for such and incorporate each of the site plan attached hereto as Exhibit B and the plan sheet page attached hereto as Exhibit C into the Pattern Book and the Final Plan.

NOW, THEREFORE, it is hereby agreed as follows:

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

2. 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 a bagel, donut or coffee shop.”

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

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

4. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern and control. This Seventh Amendment to the Agreement shall be recorded with the Livingston County Register of Deeds.

**IN WITNESS WHEREOF**, the parties have caused this Seventh 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 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, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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.





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

2. Paragraph 3.1.16 of the Agreement currently 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 a bagel, donut or coffee shop.”

3. Upon execution and recording of this Seventh Amendment of the Agreement, the original Paragraph 3.1.16 will be deleted in its entirety and superseded and replaced as follows:

“Drive through service shall be permitted for up to eight establishments within the Development including one drive through for Major A, one for Major B, two for non-restaurant uses, two for restaurants and two drive through(s) for bagel, donut or coffee shops, with one reserved for the development of Outlots 10 and 11.”

4. In the event of any conflict between the terms of the Agreement and this Seventh Amendment, the terms of this Seventh Amendment shall govern and control. This Seventh Amendment to the Agreement shall be recorded with the Livingston County Register of Deeds.

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

[SIGNATURES ON THE FOLLOWING PAGES]

**SEVENTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT**

**RAMCO HARTLAND**

THIS SEVENTH AMENDMENT ("Seventh Amendment") is made this 15<sup>th</sup> day of March, 2022, by and among **TOWNSHIP OF HARTLAND**, a Michigan municipal corporation ("Township"), 2655 Clark Road, Hartland, Michigan 48353, **RAMCO RM HARTLAND SC LLC**, and **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 Seventh 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 six (6) separate amendments, all of which have been recorded in the Livingston County Records (as used herein, the term "Agreement" shall include all such six (6) amendments).
- C. Ramco, Township and Meijer are the current parties to the Agreement.
- D. The purpose of this Seventh Amendment is to amend the text of paragraph 3.1.16 to permit one additional drive through for a bagel, donut or coffee shop for that portion of the Development commonly known as Outlots 10 and 11, to amend and supplement the Final Plan for the Development as necessary to allow for such.

NOW, THEREFORE, it is hereby agreed as follows:

TOWNSHIP OF HARTLAND

By: [Signature]  
William J. Fountain  
Its: Supervisor

STATE OF MICHIGAN           )  
  ) ss.  
COUNTY OF LIVINGSTON    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2022, by William J. Fountain the Supervisor of the Township of Hartland, on behalf of the Township.

[Signature]  
Print Name: LARRY N. CIOEK  
Notary Public, State of MICHIGAN,  
County of LIVINGSTON  
My Commission Expires: 09-19-2024  
Acting in the County of LIVINGSTON



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 March,  
2022, by \_\_\_\_\_ the \_\_\_\_\_ of 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 \_\_\_\_\_

By:   
Name: Michael Flickinger  
Its: Vice President-Real Estate

Legal AM  
Bus. ML  
Bus. KA

The foregoing was acknowledged before me this 16th day of March, 2022, by Michael Flickinger, the Vice President-Real Estate of Meijer Realty Company, a Michigan corporation, on behalf of the corporation.

Larae B. Steigenga  
 Print Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

LARAE B STEIGENGA -NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OTTAWA My Commission Expires February 17, 2023 Acting in Kent County, MI
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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 March,  
2022, 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 \_\_\_\_\_

## EXHIBIT A

### HARTLAND TOWNSHIP BOARD OF TRUSTEES LIVINGSTON COUNTY, MICHIGAN ZONING MAP AMENDMENT NO. \_\_\_\_\_

#### THE TOWNSHIP OF HARTLAND ORDAINS:

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

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

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

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



## **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:

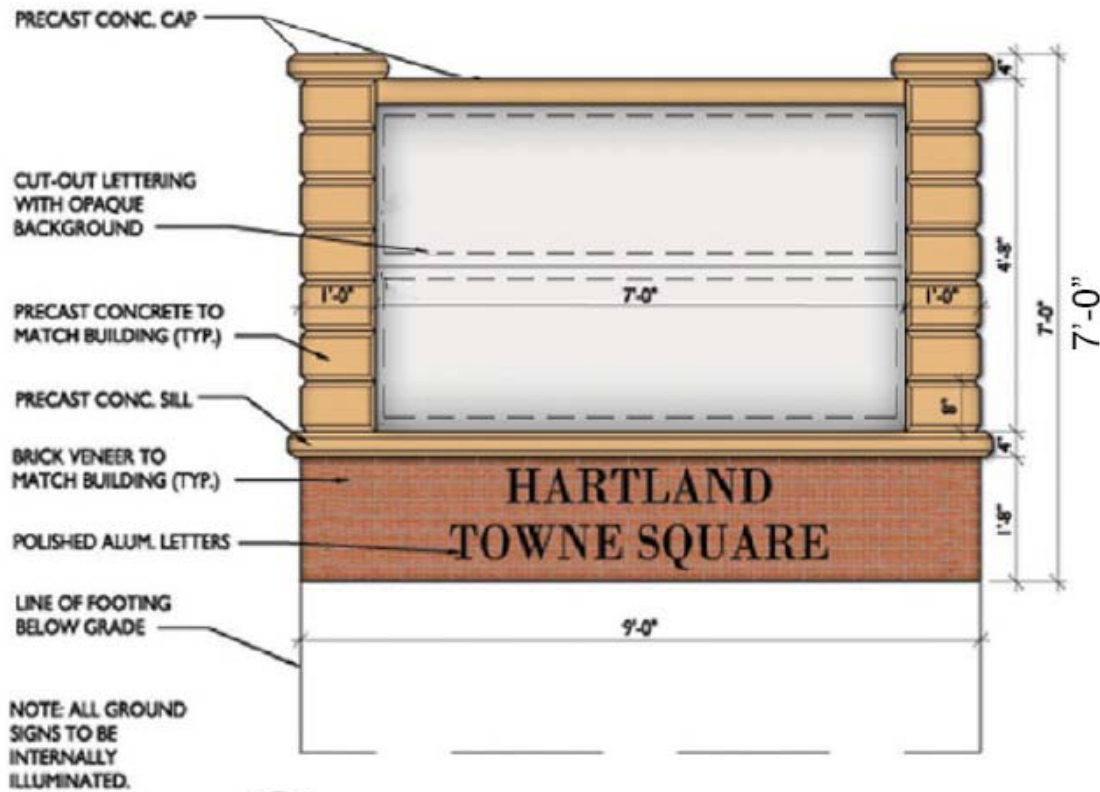
HARTLAND TOWNE SQUARE  
Combined Properties  
As surveyed by Professional Engineering Associates, Inc.

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

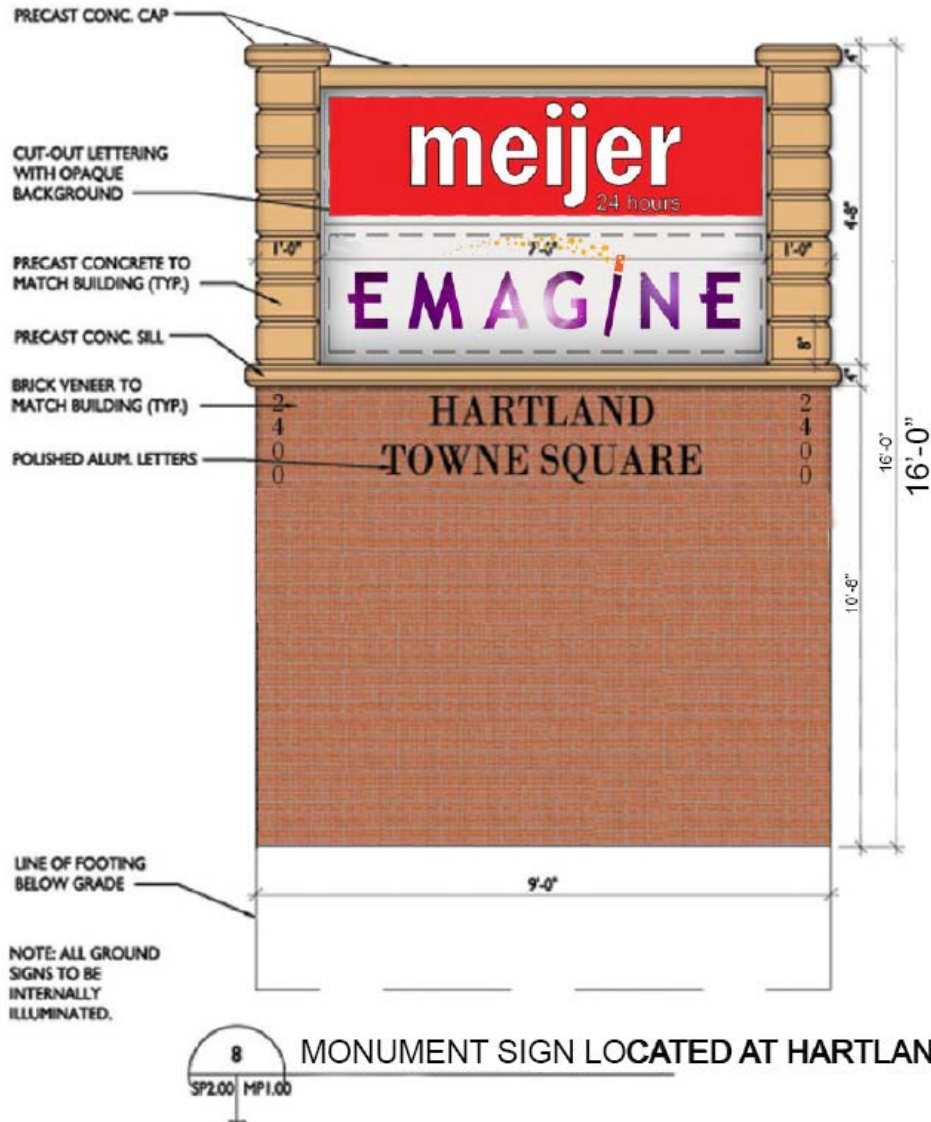
FOR OUTLOTS 12 AND 13, 14 AND 15  
ON M-59

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



# EXHIBIT D

## Sheet Plan - LED Parking Lot Lighting

### LED AREA LIGHTS - (XGBM)



**LED LIGHTING FACTS**  
Department of Energy has verified representative product test data and results in accordance with its Lighting Facts Program. Visit [www.lightingfacts.com](http://www.lightingfacts.com) for specific lighting strings.

LIGHT OUTPUT - XGBM					
	Lumen (lm)				Watts (Watts)
	Type 1	Type 2	Type 3	Type 4	
1' x 1'	14,000	14,000	14,000	14,000	140
2' x 2'	27,000	27,000	27,000	27,000	270
3' x 3'	40,000	40,000	40,000	40,000	400
4' x 4'	53,000	53,000	53,000	53,000	530
5' x 5'	66,000	66,000	66,000	66,000	660

1' x 1' strings are frequently updated. Available within 100' increments.

This product is an optional version of this product. Read the standards listed below. Please consult listing for specific requirements.



Noted: copyright © 2015 LED Lighting Solutions. All Rights Reserved. The LED Lighting Solutions - Luminaire Model Designations.

Project Name \_\_\_\_\_ Fixture Type \_\_\_\_\_ 12/15/15  
Catalog # \_\_\_\_\_ LSI INDUSTRIES INC.

18 pole 120VAC 1.7A 100W and 18 pole 120VAC 1.7A 100W, please pending

**SMARTTEC™ THERMAL CONTROL** - LED drivers feature integral sensor which reduces driver current when ambient temperature exceeds rated temperature.

**OCCUPANCY SENSING (IMS)** - Optional integral passive infrared motion sensor activates switching of luminaire light levels. High level light is activated and increased to full brightness in 1-2 seconds upon detection of motion. Low light level (20% maximum driver 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 recessed 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 30' out from a 20' mounting height pole.

**ENERGY SAVING CONTROL OPTIONS** - DIM - 0-10 volt dimming enabled with controls by others. BLU - 0-10 volt switching responds to external line voltage signal from separate 120-277V controller or sensor (by others), with low light level decreased to 30% maximum driver current.

**EXPECTED LIFE** - Minimum 60,000 hours to 100,000 hours depending upon the ambient temperature of the installation location. See LSI web site for specific guidance.

**LEDs** - Select high-luminance LEDs in Cool White (5000K) or Neutral White (4000K) color temperature, 70 CRI.

**DISTRIBUTION/PERFORMANCE** - Types 3, 5, 1T and ITA available - field installable reflectors.

**HOUSING** - Square, die-cast aluminum. Fully enclosed weather-tight housing contains factory pre-wired drivers and field connections.

**TOP ACCESS COVER** - Gasketed, hinged 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 (drift-free pressure stabilizing lens). Optical unit can be easily field raised in 90° increments. Directional arrow on optics allows alignment without the unit being overhauled.

**MOUNTING** - 3-1/2" x 5-5/8" x 12" extruded aluminum arm mounting bracket shipped standard. Use with 5" 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 surge protector built into electronic driver) meets IEEE C62.41 2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (IE - 50/60Hz input), and 347-480VAC.

**DRIVERS** - Available in Low Watt (LW), Super Driver (SD) and High Output (HO) driver classes (Driver currents are factory pre-programmed). Components are fully enclosed in potting material for moisture resistance. Driver complies with FCC 47 CFR part 15 RF EMISSION standard.

**OPERATING TEMPERATURE** - -40°C to +50°C (-40°F to +122°F).

**FINISH** - Fixtures are finished with LSI's DuraCoat® polyester powder coat finishing process. The DuraCoat finish withstands extreme weather changes without cracking or peeling.

**DECAL TRIMMING** - LED offers optional color-coordinated decal in 9 standard colors to accent the fixture. Decals are guaranteed for five years against peeling, cracking, or fading.

**WARRANTY** - LSI LED fixtures carry a limited 5-year warranty.

**PHOTOMETRICS** - Please visit our web site at [www.lsi-industries.com](http://www.lsi-industries.com) for detailed photometric data.

**SHIPPING WEIGHT (IN CARTON)** - Fixture - 44.5 lbs (20 kg) Arm - 5 lbs (2 kg) arm

**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 Design Lights Consortium at [www.designlights.org](http://www.designlights.org).

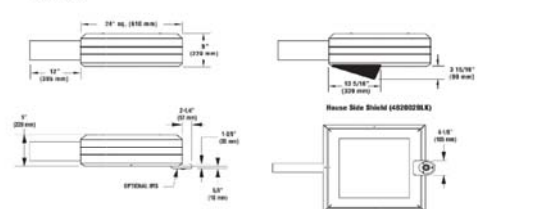
### LED AREA LIGHTS - (XGBM)

#### LUMINAIRE ORDERING INFORMATION

TYPICAL ORDER SAMPLE: XGBM 5 LED HQ CW UF WHT PCM									
Profile	Dist. Location	Light Source	Driver	Color Temperature	Input Voltage	Finish	Optional Controls	Optional Accessories	Optional Design Options
18000"	1' - 1' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	2' - 2' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	3' - 3' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	4' - 4' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	5' - 5' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	6' - 6' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	7' - 7' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	8' - 8' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	9' - 9' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None
18000"	10' - 10' Pole Mount	LED	18000"	5000K	120VAC	Black	None	None	None

LUMINAIRE EPA CERT - XGBM		ACCESSORY ORDERING INFORMATION	
Profile	Light Source	Accessory	Accessory
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"
18000"	LED	18000"	18000"

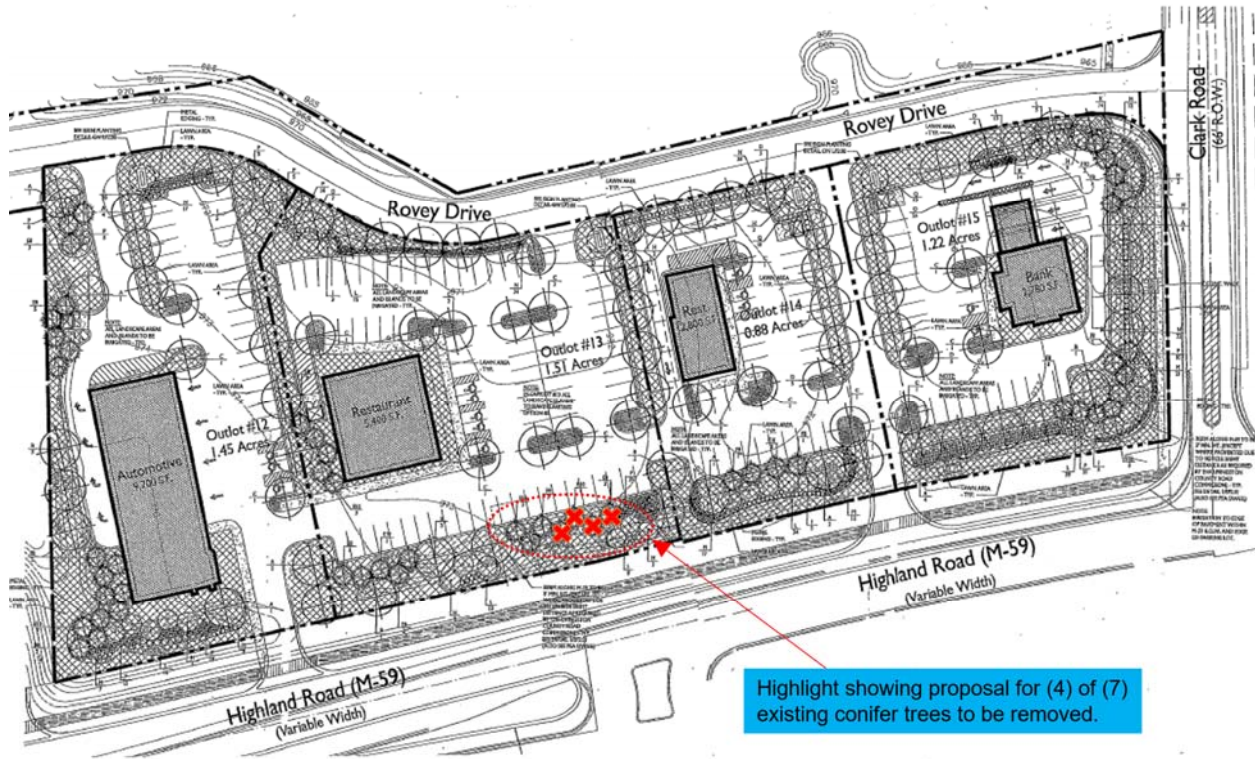
#### DIMENSIONS



Project Name \_\_\_\_\_ Fixture Type \_\_\_\_\_ 12/15/15  
Catalog # \_\_\_\_\_ LSI INDUSTRIES INC.

## EXHIBIT E

### Sheet Plan - Tree Removal [Culver's]





## EXHIBIT F

### Site Plan

