



Planning Commission

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

Planning Commission Meeting Agenda
Hartland Township Hall
Thursday, September 11, 2025
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Call to Public
6. Old and New Business
 - [a.](#) Site Plan Application SP/PD #25-014 – Urban Air Planned Development Final Plan
 - [b.](#) Site Plan Application SP #25-013 – Private Shared Driveways (JR Foldenauer Farms)
7. Call to Public
8. Planner's Report
9. Committee Reports
10. Adjournment

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan Application SP/PD #25-014 – Urban Air Planned Development Final Plan

Date: September 4, 2025

Recommended Action

Move to recommend approval of Site Plan Application #25-014, the Final Planned Development Site Plan for Urban Air Adventure Park Planned Development as outlined in the staff memorandum dated September 4, 2025.

Approval is subject to the following conditions:

1. The Final Planned Development Site Plan for Urban Air Adventure Park Planned Development, SP/PD Application #25-014, is subject to the approval of the Township Board.
2. Final approval of Urban Air Adventure Park Planned Development (SP/PD Application #25-014) shall require an amendment to the Zoning Ordinance to revise the zoning map and designate the subject property as PD (Planned Development). The planned development project area consists of two (2) undeveloped parcels, equating to a total of approximately 6.03 acres, and which are to be rezoned to PD, as follows:
 - a. Tax Parcel ID #4708-28-100-030 (approximately 2.53 acres in area); currently zoned GC (General Commercial)
 - b. Tax Parcel ID #4708-28-100-037 (approximately 3.52 acres in area); currently zoned GC (General Commercial)
3. Waiver request for the planned development project area to be less than 20 acres is approved.
4. Waiver request for the building height to exceed 35 feet is approved.
5. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated July 17, 2025, and September 4, 2025, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
6. As part of the Final Plan Review, the applicant shall provide all applicable easement documents. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
7. The two (2) parcels that comprise the project area shall be combined prior to the issuance of a land use permit.
8. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.

9. Applicant complies with any requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), regarding applicable permits and approvals, if necessary
10. Roof-mounted mechanical units (RTUs) should be properly screened or not visible to the Planning Commission's satisfaction, as shown on the Final PD plans.
11. Monument signs shall be shown on the Final PD plans.
12. (Any other conditions the Planning Commission deems necessary).

Discussion

Applicant: Nathan Sumner

Site Description

The proposed planned development (PD) is shown south of Highland Road, west of US-23, and east of Old US-23, in Section 28 of the Township. The project area is comprised of two (2) undeveloped parcels, which are located south of Fountain Square and east of Hartland Town Center. Each parcel is zoned GC (General Commercial). The northern parcel (labeled as Parcel C on the plan) is approximately 3.52 acres (Parcel ID #4708-28-100-037) and the southern parcel (labeled as Parcel D on the plan) is approximately 2.53 acres (Parcel ID #4708-28-100-030). The combined total is approximately 6.05 acres.

The site consists of tall grass areas, wetland areas, an existing drainage swale, stormwater infrastructure (catch basin and storm pipe), wooded area on the south, and a gravel access drive. Small groupings of trees exist on the site.

The 2020-2021 Amendment to the Future Land Use Map (FLUM) designates the subject parcels as Commercial.

The Fountain Square commercial development is located to the north and is zoned GC (General Commercial). Hartland Town Center is west of the subject site and is also zoned GC. To the south, there are two (2) undeveloped parcels, both zoned LI (Light Industrial).

Public access to the proposed development is via existing driveways into Hartland Town Center and Fountain Square from Old US-23. Existing internal drive aisles provide access to the subject site. A proposed easement plan is provided by the applicant.

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

Site History

Site Plan Application #261

The commercial development (Hartland Town Center) was approved in 1999 under Site Plan Application #261. At this time, the development consisted of one (1) parcel (12.6 acres) and was zoned PDLI-Planned Development Light Industrial. The site plan showed three (3) commercial buildings, labeled as Building A, B, and C. There is very little documentation regarding the permitted uses or dimensional standards for the planned development.

Metes and Bounds Application #600

On February 6, 2001, the Township Board approved REZ #600, a request to split the original 12.6-acre parcel into four (4) parcels, labeled as Parcel A, B, C, and D. This is the current parcel configuration.

Rezoning Application #341

In 2009 Rezoning #341 was approved to rezone each of the four (4) parcels as noted above (12.6 acres total) from PDLI (Planned Development Light Industrial) to GC (General Commercial). The site plan used for REZ #341 is dated May 12, 2005. At that time two (2) multi-tenant buildings had been constructed (one on Parcel A and one on Parcel B). Currently the buildings are occupied with businesses such as Hartland Brewing Company, Wings Etc. and Mackles Table and Taps.

Site Plan/PD Application #25-011 (Urban Air Adventure Park PD – Concept Plan)

The Concept PD plan was discussed under SP/PD Application #25-011. The Planning Commission reviewed the project on July 10, 2025, followed by the Township Board's review of the project on July 15, 2025.

Site Plan/PD Application #25-012 (Urban Air Adventure Park PD – Preliminary Plan)

On July 24, 2025, the Planning Commission held a public hearing for SP/PD #25-012 and recommended approval.

The Township Board approved SP/PD #25-012 at their regular meeting on August 5, 2025. Approval of the Preliminary Planned Development included the following conditions:

1. The Preliminary Planned Development Site Plan for Urban Air Adventure Park Planned Development, SP/PD #25-012, is subject to the approval of the Township Board.
2. Waiver request for the planned development project area to be less than 20 acres is approved.
3. Waiver request for the building height to exceed 35 feet is approved.
4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated July 17, 2025, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. As part of the Final Plan Review, the applicant shall provide all applicable easement documents and a Planned Development Agreement. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
6. The two (2) parcels that comprise the project area shall be combined prior to the issuance of a land use permit.
7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
8. Applicant complies with any requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), regarding applicable permits and approvals, if necessary.
9. Roof-mounted mechanical units (RTU) should be properly screened or not visible to the Planning Commission's satisfaction, as shown on the Final PD plans.

10. Monument signs shall be shown on the Final PD plans.

Livingston County Planning Commission

On August 20, 2025, the Livingston Planning Commission recommended approval of the Urban Air Planned Development.

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. The public hearing for the Preliminary Plan for SP/PD #25-012 was held at the Planning Commission meeting on July 24, 2025.

The Final Planned Development Site Plan review stage is an opportunity for the Planning Commission and Township Board to affirm that any conditions imposed at the Preliminary review stage have been addressed on the Final Plan, and also to review the Planned Development Agreement along with any other legal documentation (condominium master deeds, bylaws, easements, etc.). The site's layout is not intended to change significantly between the Preliminary and Final submittals, save for any revisions imposed as a condition of Preliminary approval. Section 3.1.18.E.iii. has specific requirements for the information to be included within a Final Planned Development Site Plan submittal, most notably the Development Agreement and other legal documentation.

Per Section 3.1.18.D. (Procedures and Requirements), approval of the Final Plan by the Township Board usually constitutes an amendment to the Zoning Ordinance and effectively is a rezoning of the subject property to PD (Planned Development). In this case, the two (2) parcels that comprise the PD project area are currently zoned GC (General Commercial). The subject properties will be rezoned to PD (Planned Development) upon approval of the Final Plan by the Township Board.

Overview of the Plan and Proposed Use

The applicant is proposing to construct an Urban Air facility which is an indoor adventure park. This use could potentially be considered a Special Land Use in the GC (General Commercial) zoning district, subject to a determination by the Planning Commission. The applicant has instead decided to pursue the project as a Planned Development

The subject project area is currently zoned GC (General Commercial) and consists of two (2) parcels with a combined total of approximately 6.05 acres. The two (2) parcels will be required to be combined prior to the issuance of land use permit.

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. Under SP/PD #25-012 (Preliminary PD), the applicant submitted a letter to the

Township, dated July 7, 2025, requesting a waiver of the minimum Planned Development size requirements and explained the basis for the request. The waiver request for the PD project area to be less than twenty (20) acres was approved by the Township Board on August 5, 2025, as part of SP/PD #25-012.

The approximate 38,400 square foot building offers a diverse range of activities such as trampolines, climbing walls, laser tag, and zip line for all ages. A full-service café is provided as well as several room options that are available for parties and group events.

Per the applicant, the maximum occupancy for an Urban Air facility of a similar size tends to be in the range of 700-900 occupants, depending on the range of activities offered, party rooms, tables and similar options. The typical hours of operation are Monday through Friday, 4:00 p.m. to 8:00 p.m. during the school year; Saturday, 10:00 a.m. to 9:00 p.m.; and Sunday, 11:00 a.m. to 9:00 p.m. During school break periods, summer, or as scheduled for special events, the hours are Monday through Friday, 10:00 a.m. to 9:00 p.m. Regarding the site layout for the proposed facility, the building is positioned towards the west lot line. The public entrance to the building is at the southwest corner of the building.

Vehicular access to the site can be achieved using existing driveway access points from Old US-23 that are associated with Hartland Town Center development. Access can also be found by entering Fountain Square via Highland Road and traveling south to Hartland Town Center. Once within Hartland Town Center, the proposed recreation facility can be accessed by an existing drive aisle located on the rear side of the buildings in Hartland Town Center. The plan shows 161 parking spaces for Urban Air.

Draft easement documents have been submitted with the Final PD application to allow vehicular access to the Urban Air development, via Hartland Town Center, as well as easements to allow Urban Air to locate their parking, landscaping, irrigation, lighting, and electrical within the Hartland Town Center property. Additional separate easements for the sanitary sewer connection and a monument sign (located off-site) have also been submitted.

Parking is provided on the west, south, and north sides of the building. Twenty-seven (27) shared parking spaces are shown on the west, outside of the subject parcel and within the proposed easement, noted above.

The proposed 38,400 square foot building is approximately 36'-6" in height. This height exceeds the maximum allowed height of thirty-five (35) feet in a Planned Development. A waiver request to exceed the maximum building height was submitted by the applicant, in the letter dated July 7, 2025, as part of the Preliminary PD application. The waiver request for the building height to exceed thirty-five (35) feet was granted by the Township Board on August 5, 2025, under SP/PD #25-012 (Preliminary PD).

Building elevations note that the façade materials include brick a decorative concrete block product (Castle Rock), glass (windows on east elevation and at main entrance), seamed metal panel system, smooth metal panel system, and wood-look metal siding. Multi-colored metal panels are proposed at the building entrance.

Stormwater management plans show a proposed sediment basin in the southeast portion of the site.

Municipal water and sanitary sewer will be required for this development. The applicant will need to work with the Township and Livingston County regarding municipal water and sanitary sewer. The applicant will also need to work with the Hartland Township Department of Public Works (DPW) to acquire the necessary Residential Equivalency Units (REUs) for this development.

Legal Documents and Submittals

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

Draft versions of the Planned Development Agreement and several easement documents were submitted by the applicant.

Once the documents are executed, the documents are recorded with the Register of Deeds. The Construction Plan set serves as the approved Final Plan and is not recorded with the Register of Deeds.

Approval of the Final PD Plan by the Township Board constitutes a rezoning of the subject property from GC (General Commercial) to PD (Planned Development), and an amendment to the Township zoning map. The following is a brief discussion of the submitted documents.

Easement Documents

Several easement documents were submitted (draft versions) and have been reviewed by the Planning Department and the Township Attorney. The documents pertain to ingress/egress access easements, allowing for access to the Urban Air site from Hartland Towne Center; easements to allow for the placement of electrical, parking spaces, lighting, landscaping, and irrigation on the adjacent property; sanitary sewer easement; and an easement to allow for a proposed monument sign for Urban Air to be located within the Hartland Towne Center property, at the southwest corner of that development. The Township Attorney has provided comments on the easement documents. The applicant has received those comments but has not had time to make the necessary changes to the documents. The final documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.

Planned Unit Development Agreement

The draft version of the Planned Development (PD) Agreement was reviewed by the Township Attorney and minor revisions were suggested. The applicant was made aware of the changes and has modified the document. The final document shall be in a recordable format and shall comply with the requirements of the Township Attorney.

Rezoning of the subject properties

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

In this case the current zoning of the two (2) parcels that constitute the planned development is GC (General Commercial). Once approved, the two (2) parcels will be zoned PD (Planned Development) and will remain with the property as the zoning designation. The two (2) parcels are to be combined prior to the issuance of a land use permit.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Township Engineer's Review

No comments at this time

Hartland Deerfield Fire Authority Review

No comments at this time.

Hartland Township DPW Review

No comments at this time.

Attachments

1. Draft Urban Air PD Agreement – PDF version
2. Access Easement – PDF version
3. Parking Easement – PDF version
4. Sanitary Easement – PDF version
5. Sign Easement – PDF version
6. SP PD #25-012 Preliminary PD Approval letter dated 08.06.2025 – PDF version

CC:

SDA, Twp Engineer (via email)

Scott Hable, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2025 Planning Commission Activity\Site Plan Applications\SP PD #25-014 Urban Air Final PD\Staff Reports\PC\SP PD #25-014 Urban Air Final PD staff report PC 09.04.2025.docx

**STATE OF MICHIGAN
COUNTY OF LIVINGSTON
TOWNSHIP OF HARTLAND**

**SUMNER PROPERTY HOLDINGS
PLANNED DEVELOPMENT (PD) AGREEMENT**

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the 12th day of August, 2025, by and between the TOWNSHIP OF HARTLAND, Livingston County, Michigan, herein called the "Township ", 2655 Clark Rd., Hartland, MI 48353, and **SUMNER PROPERTY HOLDINGS, whose** address is 10140 HALSEY RD GRAND BLANC, MI 48439, and its successors and assigns, herein called the "Developer."

BACKGROUND

- A. Developer is the owner of a parcel of real property (the "Property") within the Township that is proposed for development as a self-storage facility, known as "Parcel # 08-21-300-039" (generally referred to hereafter as the "Project"). The legal description of the Property is attached as Exhibit A.
- B. Developer has secured approval of the Project as a Planned Development ("PD") pursuant the Township of Hartland Zoning Ordinance (the "Zoning Ordinance"). Approval of Developer's PD Concept Plan was granted, subject to certain terms and conditions, by the Township Board, following recommendation by the Planning Commission. Subsequently, Developer secured Final Site Plan approval for the Project, which such plan is attached as Exhibit B.
- C. Set forth below are the terms and conditions of the Parties' agreement for the Project and the use of the Property, which such agreement is to be recorded with the Register of Deeds for the County of Livingston following execution by the Parties.

NOW, THEREFORE, for and inconsideration of the foregoing, the parties agree as follows:

I. GENERAL PROJECT DESCRIPTION

The Property is approximately 6.29 acres of land, bearing Parcel I.D. No. 08-28-100-030, 8-28-100-037. The address is _____ OLD US 23., Hartland Twp., Michigan 48353.

II. EFFECT OF PD AGREEMENT

- A. This Agreement is intended to serve as the contract contemplated under Section _____ of the Zoning Ordinance, and to establish the fundamental terms and provisions of subsequent final approval, construction, use, and maintenance of the Project.
- B. Developer has secured approval of a site plan in accordance with Section _____ of the Zoning Ordinance, as amended, and any and all other applicable laws, ordinances and regulations, and with this Agreement and any conditions imposed with its approval.
- C. This Agreement shall be binding upon and benefit the Township and Developer, as well as their respective successors, assigns, and transferees, and shall run with the land.
- D. Physical development of the Project shall be in accordance with the approved Final Site Plan, and shall not be commenced until after the final site plan has been approved by the Township, subject to and in accordance with applicable procedures.

III. USES PERMITTED

Uses permitted within the Project shall consist only of a self-storage facility and related site improvements, amenities, and open space as shown on the PD Concept Plan and approved Final Site Plan, subject to the terms of this Agreement, and in accordance with the approved final site plan. All development and use shall be in accordance with this Agreement, applicable laws, regulations, and ordinances not inconsistent with this Agreement.

IV. DENSITY AND LOCATION

The Project shall consist of a 3-story drive thru self-storage facility. The location of the building shall be as shown on the approved Final Site Plan, within the building envelopes identified. The area and location of the lots shall be as shown on the approved Final Site Plan.

V. YARD SETBACKS

Yard setbacks and lots shall conform to the Township Ordinance.

VI. LANDSCAPING

All landscaping shall be installed in accordance with the Final Site Plan, and thereafter regularly, professionally, and permanently maintained on the Property. If weather conditions do not permit installation of all or a portion of the landscaping at the time Developer seeks an initial certificate of

occupancy, such Certificate shall be issued only after Developer has posted a financial guarantee in a form and manner, and amount, acceptable to the Township .

VII. SHARED DRIVEWAY EASEMENT

The parties acknowledge that there is on the Property an asphalt driveway allowing access to the Project through an easement. The document consists of a Declaration of Easement dated _____ and recorded at Liber _____, Page _____ of the Livingston County Records.

VIII. ON AND OFF-SITE IMPROVEMENTS

It is understood that certain on-site and off-site infrastructure improvements will be required for the Project, to be set forth in the final site plan and engineering plans, including improvements for storm water management, sanitary sewer, and public water, and that Developer shall be solely responsible for all costs and expenses of and associated with such improvements and the restoration of those areas. The Township has no obligation to construct or provide in any way for such improvements, and the Township has made no guarantees, assurances, or representations with regard to the viability of any such improvements.

IX. STORM WATER MANAGEMENT

Storm water shall be released from the Property and the Project in a manner to be approved by the Township as part of final site plan review and engineering review. In general, the storm water shall be directed to an above-ground basin in the area shown on the approved Final Site Plan. The storm water and drainage conveyance facilities shall be designed and constructed by Developer, and approved and inspected by the Township , in accordance with all applicable Township , County of Livingston, and State of Michigan ordinances, codes, regulations and laws. Developer shall be responsible for securing any off-site easements as may be required, at its sole cost and expense. Developer shall also be responsible for maintaining the approved mechanical pre-treatment structure per the manufacturer's requirements, with records being provided to the Township upon request.

X. WATER AND SANITARY SEWER

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the approved Final Site Plan, and all applicable Township , State and County standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to (as required by the Township in its discretion) the Township to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for any building in such phase of the Development.

If Developer chooses to seek building permits for the structure before completion of the completion, dedication, and acceptance of the water and sanitary sewage facilities, Developer shall be permitted to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by the Township and issued by an institution doing business in Livingston County, Michigan.

Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements and final acceptance of same, convey and dedicate all interest in such facilities to the Township by providing and executing documents and title work in accordance with all applicable Township ordinances and requirements.

Developer shall not be required to pay any applicable availability fees, user connection fees or tap fees before connecting to the Township 's sanitary sewage or water supply systems.

XI. SIGNAGE

Signage shall be provided as set forth in the approved Final Site Plan.

XII. PHASING

The project shall be developed in a single phase.

XIII. GENERAL PROVISIONS

- A. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.
- B. Except as may be specifically modified by this Agreement, the Township Code and all applicable regulations of the Township shall apply to the Property. Any substantial violation of the Township Code by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the Township Code.
- C. A breach of this Agreement shall constitute a nuisance per se which shall be abated. Developer and the Township therefore agree that, in the event of a breach of this Agreement by Developer, the Township, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the Township may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Developer commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the Township may be entitled in equity or at law, render Developer liable to the Township in any suit for enforcement for actual costs incurred by the Township including, but not limited to, attorneys' fees, expert witness fees and the like.
- D. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the Township 's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.
- E. Both parties understand and agree that if any part, term, or provision of this Agreement is

held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

- F. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Livingston, State of Michigan.
- G. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the Township 's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.
- H. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.
- I. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Livingston County Register of Deeds by the Township . The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer. The parties also acknowledge that the members of the Township Board and/or the Township Administration and/or its departments may change, but the Township shall nonetheless remain bound by this Agreement.
- J. Developer has negotiated with the Township the terms of the PD Concept Plan and approved Final Site Plan and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the Township. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PD Documents, and Developer shall not be permitted in the future to claim that the effect of the PD Concept Plan, approved Final Site Plan and Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PD Concept Plan or approved Final Site Plan and Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the Township agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for the Developer, all of which undertakings and obligations Developer and the Township agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the

Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the Township and Developer, as authorized under applicable Township ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PD Concept Plan, and are, without exception, clearly and substantially related to the Township 's legitimate interests in protecting the public health, safety and general welfare.

- K. At the time of the execution of this Agreement, Developer has obtained Final Site Plan approval. Developer acknowledges that the Engineering Consultant may impose additional conditions other than those contained in this Agreement during its final approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the approved Final Site Plan or documents and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer.
- L. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township .
- M. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.
- N. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.
- O. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.
- P. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PD Concept Plan or the approved Final Site Plan and this Agreement which apply, the Township , in the reasonable exercise of its discretion, shall determine the regulations of the Township 's Zoning

Ordinance, as that Ordinance may have been amended, or other Township Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PD Documents and does not change or eliminate any development right authorized by the PD documents. In the event of a conflict or inconsistency between two or more provisions of the PD Concept Plan and/or this Agreement, or between such documents and applicable Township ordinances, the more restrictive provision, as determined in the reasonable discretion of the Township , shall apply.

- Q. Both parties acknowledge and agree that they have had the opportunity to have the PD Concept Plan and approved Final Site Plan, and this Agreement, reviewed by legal counsel.
- R. Notwithstanding the foregoing, Developer retains the right at any time prior to commencement of construction of the improvements contemplated by the PD Concept Plan and approved Final Site Plan and this Agreement to terminate the PD subject to and in accordance with the requirements of the Zoning Ordinance applicable to such a termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

TOWNSHIP OF HARTLAND

By: _____

Print Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____,
2025, by _____, on behalf of the Township of Hartland, a _____.

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

SUMNER PROPERTY HOLDINGS

By: _____

Print Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____,
2025, by _____, the _____ of

SUMNER PROPERTY HOLDINGS

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

Drafted by:

When recorded return to:

18461:00003:201313579-1

EXHIBIT 'A' - OVERALL PARCEL



1 NORTH

A circular professional seal for Christopher Brzezinski, a Licensed Professional Surveyor in the State of Michigan. The seal features a double-lined circular border. Between the lines, the words "STATE OF MICHIGAN" are written in an arc at the top, and "LICENSED PROFESSIONAL SURVEYOR" is written in an arc at the bottom. Two five-pointed stars are positioned on the left and right sides, separating the top and bottom text. In the center of the seal, the name "CHRISTOPHER BRZEZINSKI" is printed in a large, bold, sans-serif font. Below the name, the words "SURVEYOR" and "No." are printed in a smaller font, followed by the license number "56925" in a large, bold, sans-serif font. The seal is stamped in black ink on a light-colored, textured surface.

NW 1/4, SECTION 28
TOWN 3N - RANGE 6E
HARTLAND TOWNSHIP
STATE OF MICHIGAN

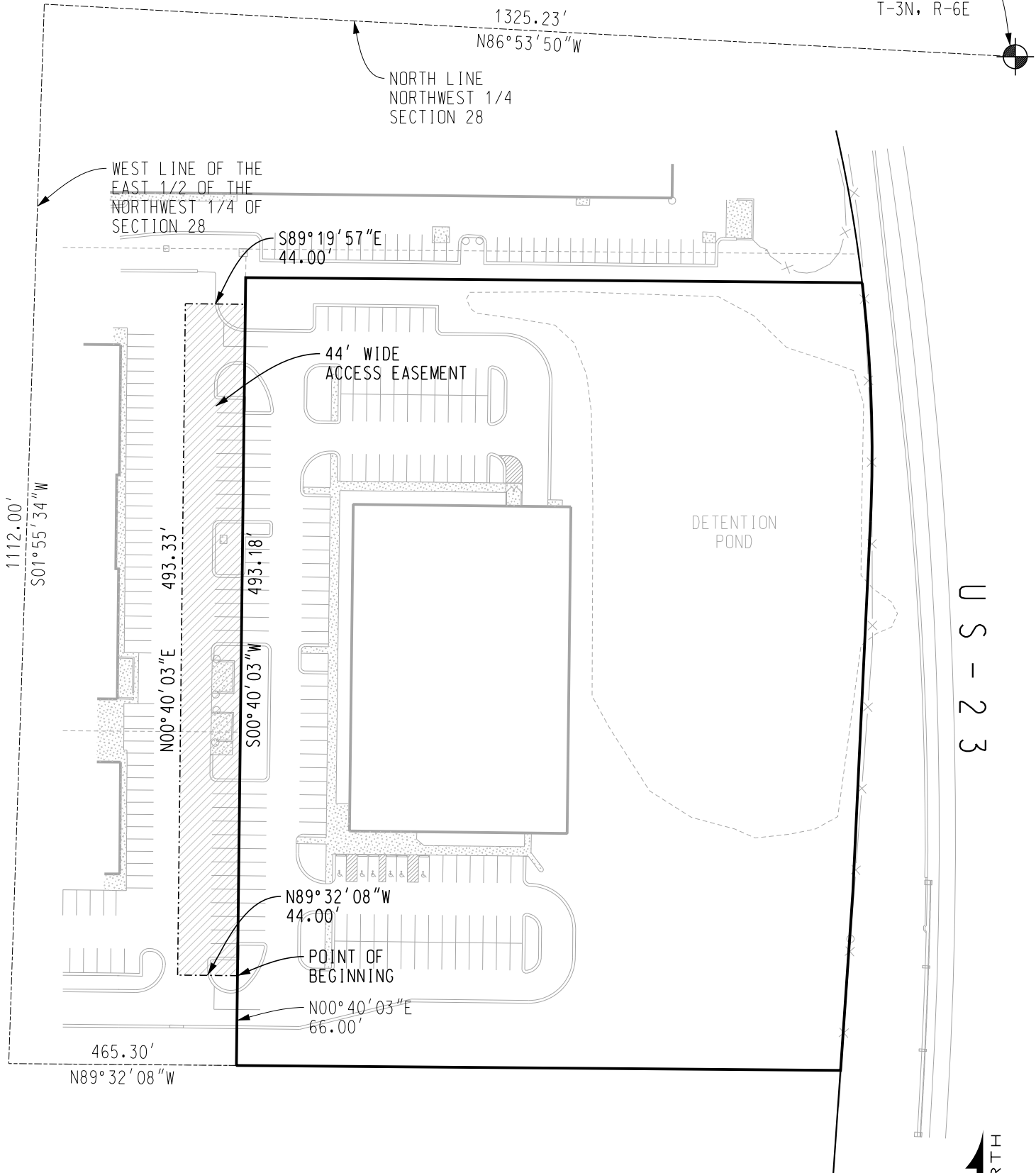
JOB NO.:	241201
SCALE:	1" = 100'
DATE:	08-07-2025
REVISION:	
CREW:	
DRAWN BY:	
CHK'D BY:	BRZEZINSKI
MISC:	
PAGE:	01 OF 03

Civil Engineering ▪ Land Surveying ▪ Site Planning
PH: (810) 695.0154
FX: (810) 695.0158
WWW.GQINCORP.COM
8308 Office Park Dr.
Grand Blanc, MI 48439

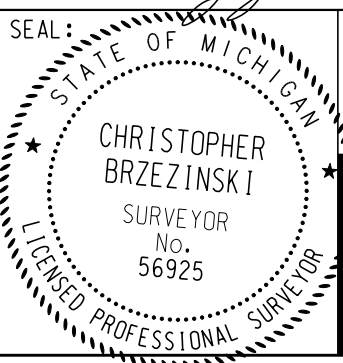
EASEMENT PLAN

EXHIBIT 'B' - EASEMENT

NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



C.B. Brzezinski



PROJECT: URBAN AIR OLD US-23 HARTLAND, MI	NW 1/4, SECTION 28 TOWN 3N - RANGE 6E HARTLAND TOWNSHIP STATE OF MICHIGAN
Griggs Quaderer Inc.	
Civil Engineering ▪ Land Surveying ▪ Site Planning	
PH: (810) 695.0154	8308 Office Park Dr.
FX: (810) 695.0158	Grand Blanc, MI 48439
WWW.GQINCORP.COM	

JOB NO.:	241201
SCALE:	1" = 100'
DATE:	08-07-2025
REVISION:	
CREW:	
DRAWN BY:	
CHK'D BY:	BRZEZINSKI
MISC:	
PAGE:	02 OF 03

EASEMENT PLAN

EXHIBIT 'C' - DESCRIPTIONS

PROPERTY DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LIVINGSTON, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:

SITUATED IN THE TOWNSHIP OF HARTLAND, COUNTY OF LIVINGSTON, STATE OF MICHIGAN:

PARCEL C: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 512.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E (RECORDED AS S89°17'50"E), 452.12 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S89°32'08"E (RECORDED AS S89°17'50"E), 450.11 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: SOUTHEASTERLY, NON-TANGENTIALLY 196.86 FEET (RECORDED AS 196.67 FEET) ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°31'57" (RECORDED AS 10°31'19") AND HAVING A CHORD BEARING S02°33'13"E (RECORDED AS S02°20'58"E), 196.59 FEET AND S02°42'45"W (RECORDED AS S02°54'42"W), 158.73 FEET; THENCE N89°32'08"W, 455.50 FEET; THENCE N00°40'03"E, 354.92 FEET TO THE PLACE OF BEGINNING.

PARCEL D: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E (RECORDED AS S89°17'50"E), 465.30 FEET TO THE PLACE OF BEGINNING; THENCE N00°40'03"E, 244.89 FEET; THENCE S89°32'08"E, 455.50 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: S02°42'45"W (RECORDED AS S02°54'42"W), 113.77 FEET AND S03°58'22"W, 131.45 FEET (RECORDED AS S04°10'19"W, 131.67 FEET); THENCE N89°32'08"W (RECORDED AS N89°17'50"W), 443.85 FEET TO THE PLACE OF BEGINNING.

ACCESS EASEMENT DESCRIPTION:

AN ACCESS EASEMENT THE DESCRIPTION OF WHICH IS AS FOLLOWS:

LAND SITUATED IN A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W, 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E, 465.30 FEET; THENCE N00°40'03"E, 66.00 FEET TO THE PLACE OF BEGINNING;

THENCE FROM SAID PLACE OF BEGINNING N89°32'08"W, 44.00 FEET; THENCE N00°40'03"E, 493.33 FEET; THENCE S89°19'57"E, 44.00 FEET; THENCE S00°40'03"W, 493.18 FEET TO SAID PLACE OF BEGINNING.

C.B. Brzezinski



PROJECT: URBAN AIR OLD US-23 HARTLAND, MI	NW 1/4, SECTION 28 TOWN 3N - RANGE 6E HARTLAND TOWNSHIP STATE OF MICHIGAN	JOB NO.: 241201
		SCALE: 1" = 100'
		DATE: 08-07-2025
		REVISION:
<div>Griggs Quaderer Inc.</div> <div>Civil Engineering ▪ Land Surveying ▪ Site Planning</div> <div>PH: (810) 695.0154 FX: (810) 695.0158</div> <div>WWW.GQINCORP.COM</div> <div>8308 Office Park Dr. Grand Blanc, MI 48439</div>		CREW:
		DRAWN BY:
		CHK'D BY: BRZEZINSKI
		MISC:
		PAGE: 03 OF 03

Griggs Quaderer Inc.

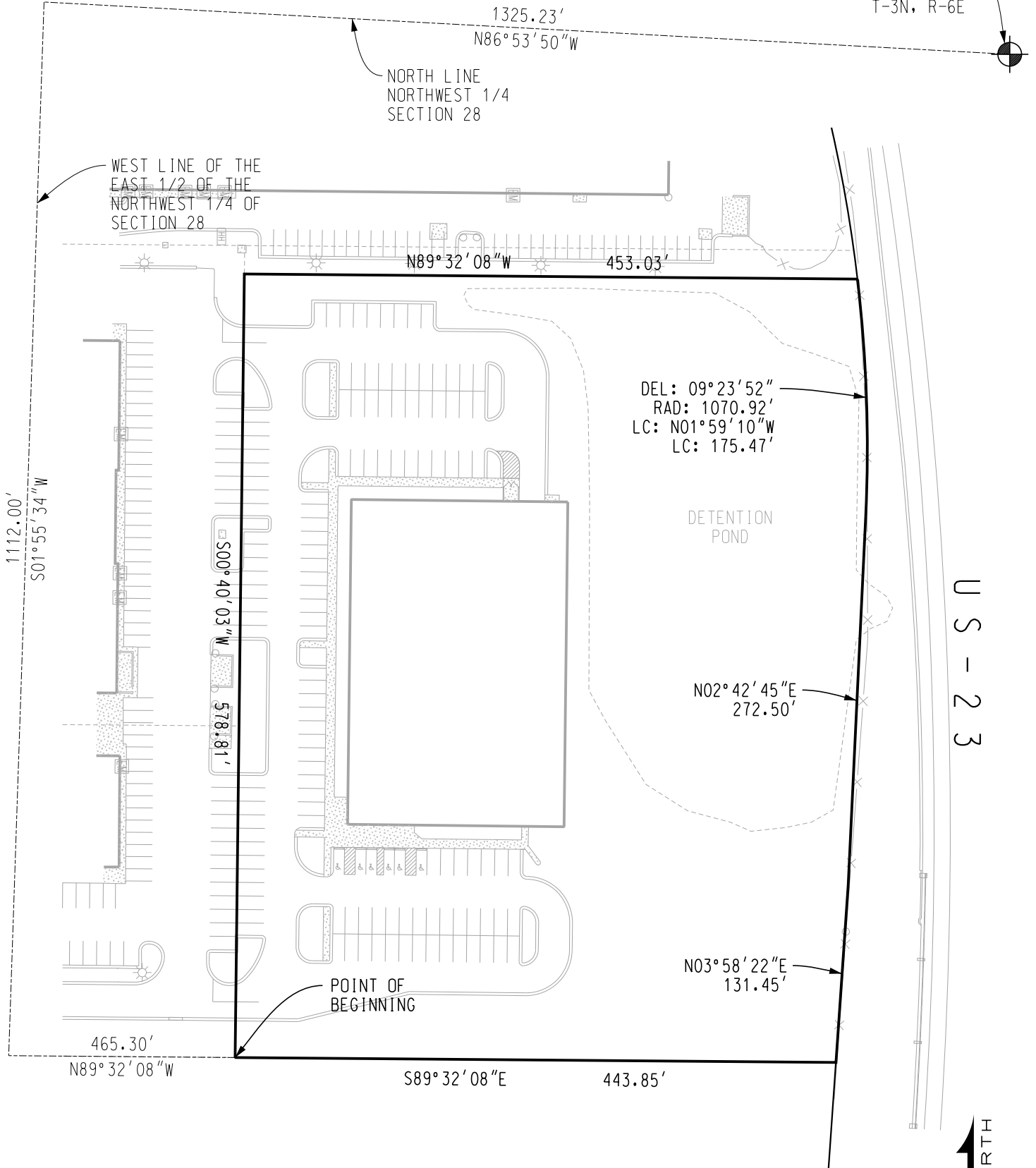
Civil Engineering ▪ Land Surveying ▪ Site Planning

PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr.
FX: (810) 695.0158 Grand Blanc, MI 48439

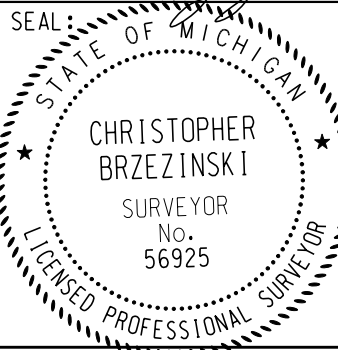
EASMENT PLAN

EXHIBIT 'A' - OVERALL PARCEL

NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



C.B. Brzezinski



PROJECT: URBAN AIR
OLD US-23
HARTLAND, MI

NW 1/4, SECTION 28
TOWN 3N - RANGE 6E
HARTLAND TOWNSHIP
STATE OF MICHIGAN

JOB NO.: 241201
SCALE: 1" = 100'
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DRAWN BY:
CHK'D BY: BRZEZINSKI
MISC:
PAGE: 01 OF 03

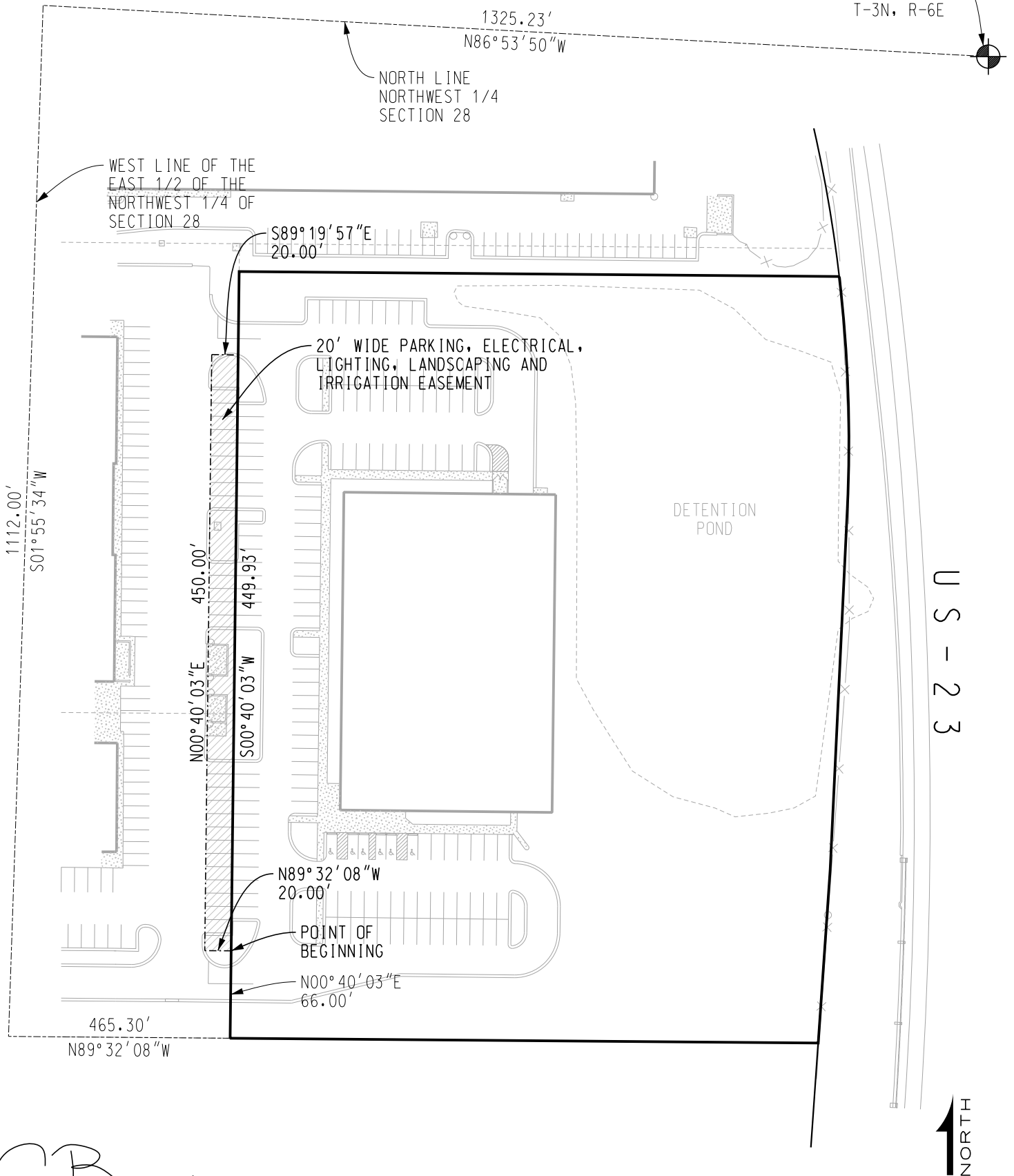
Griggs Quaderer Inc.

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FX: (810) 695.0158 Grand Blanc, MI 48439

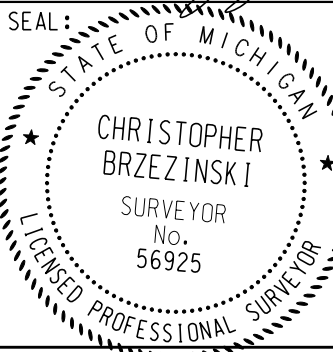
EASEMENT PLAN

EXHIBIT 'B' - EASEMENT

NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



C.B. Brzezinski



PROJECT: URBAN AIR
OLD US-23
HARTLAND, MI

NW 1/4, SECTION 28
TOWN 3N - RANGE 6E
HARTLAND TOWNSHIP
STATE OF MICHIGAN

JOB NO.: 241201
SCALE: 1" = 100'
DATE: 08-07-2025
REVISION:
CREW:
DRAWN BY:
CHK'D BY: BRZEZINSKI
MISC:
PAGE: 02 OF 03

Griggs Quaderer Inc.

Civil Engineering ▪ Land Surveying ▪ Site Planning
PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr.
FX: (810) 695.0158 Grand Blanc, MI 48439

EASEMENT PLAN

EXHIBIT 'C' - DESCRIPTIONS

PROPERTY DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LIVINGSTON, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:

SITUATED IN THE TOWNSHIP OF HARTLAND, COUNTY OF LIVINGSTON, STATE OF MICHIGAN:

PARCEL C: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 512.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E (RECORDED AS S89°17'50"E), 452.12 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S89°32'08"E (RECORDED AS S89°17'50"E), 450.11 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: SOUTHEASTERLY, NON-TANGENTIALLY 196.86 FEET (RECORDED AS 196.67 FEET) ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°31'57" (RECORDED AS 10°31'19") AND HAVING A CHORD BEARING S02°33'13"E (RECORDED AS S02°20'58"E), 196.59 FEET AND S02°42'45"W (RECORDED AS S02°54'42"W), 158.73 FEET; THENCE N89°32'08"W, 455.50 FEET; THENCE N00°40'03"E, 354.92 FEET TO THE PLACE OF BEGINNING.

PARCEL D: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E (RECORDED AS S89°17'50"E), 465.30 FEET TO THE PLACE OF BEGINNING; THENCE N00°40'03"E, 244.89 FEET; THENCE S89°32'08"E, 455.50 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: S02°42'45"W (RECORDED AS S02°54'42"W), 113.77 FEET AND S03°58'22"W, 131.45 FEET (RECORDED AS S04°10'19"W, 131.67 FEET); THENCE N89°32'08"W (RECORDED AS N89°17'50"W), 443.85 FEET TO THE PLACE OF BEGINNING.

EASEMENT DESCRIPTION:

A PARKING, ELECTRICAL, LIGHTING, LANDSCAPING AND IRRIGATION EASEMENT THE DESCRIPTION OF WHICH IS AS FOLLOWS:

LAND SITUATED IN A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W, 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E, 465.30 FEET; THENCE N00°40'03"E, 66.00 FEET TO THE PLACE OF BEGINNING;

THENCE FROM SAID PLACE OF BEGINNING N89°32'08"W, 20.00 FEET; THENCE N00°40'03"E, 450.00 FEET; THENCE S89°19'57"E, 20.00 FEET; THENCE S00°40'03"W, 449.93' FEET TO SAID PLACE OF BEGINNING.

C.B. Brzezinski

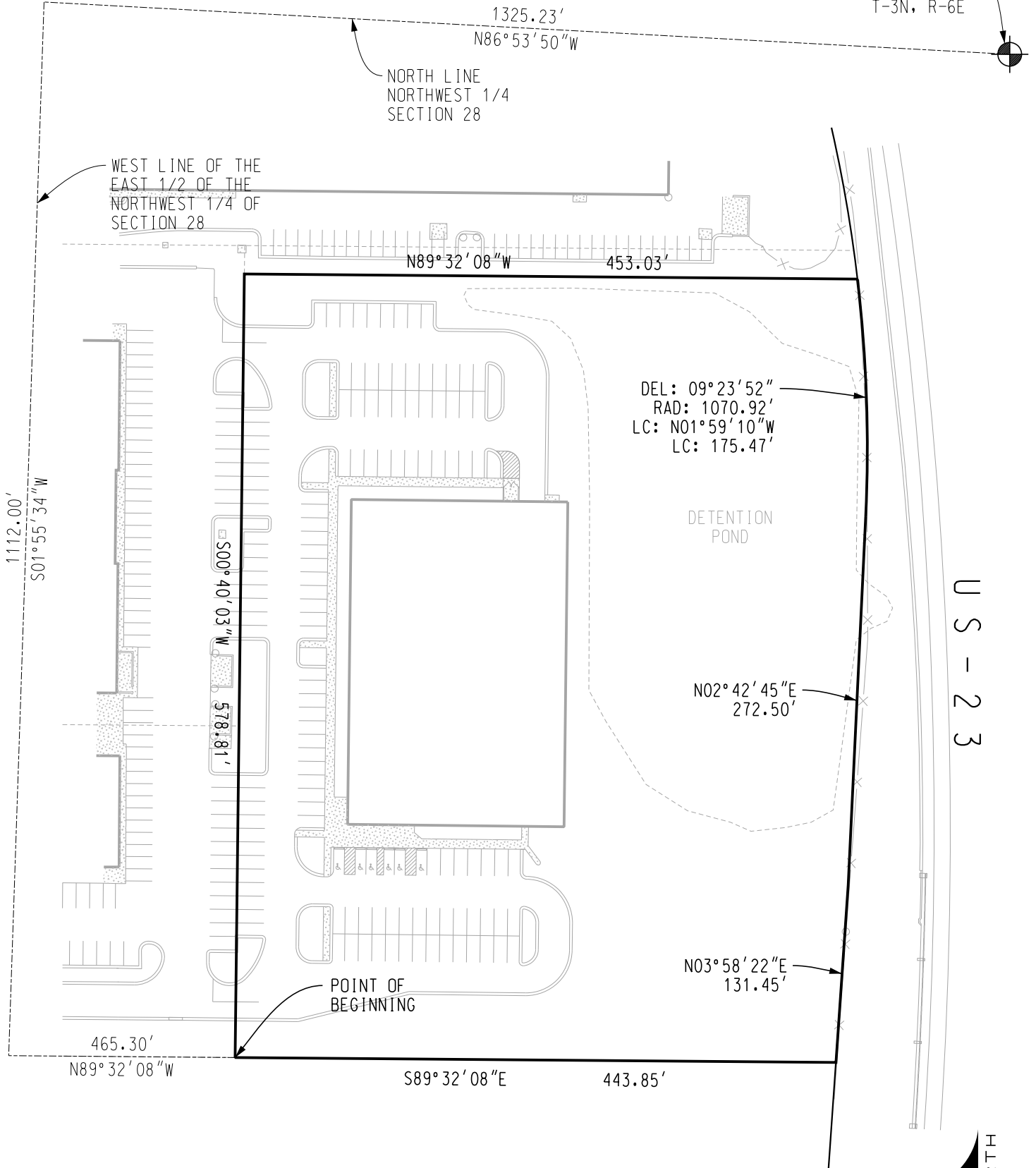


PROJECT: URBAN AIR OLD US-23 HARTLAND, MI	NW 1/4, SECTION 28 TOWN 3N - RANGE 6E HARTLAND TOWNSHIP STATE OF MICHIGAN	JOB NO.: 241201
		SCALE: 1" = 100'
		DATE: 08-07-2025
		REVISION:
<div>Griggs Quaderer Inc.</div> <div>Civil Engineering ▪ Land Surveying ▪ Site Planning</div> <div>PH: (810) 695.0154 FX: (810) 695.0158</div> <div>WWW.GQINCORP.COM</div> <div>8308 Office Park Dr. Grand Blanc, MI 48439</div>		CREW:
		DRAWN BY:
		CHK'D BY: BRZEZINSKI
		MISC:
		PAGE: 03 OF 03

EASMENT PLAN

EXHIBIT 'A' - OVERALL PARCEL

NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



C.B. Brzezinski



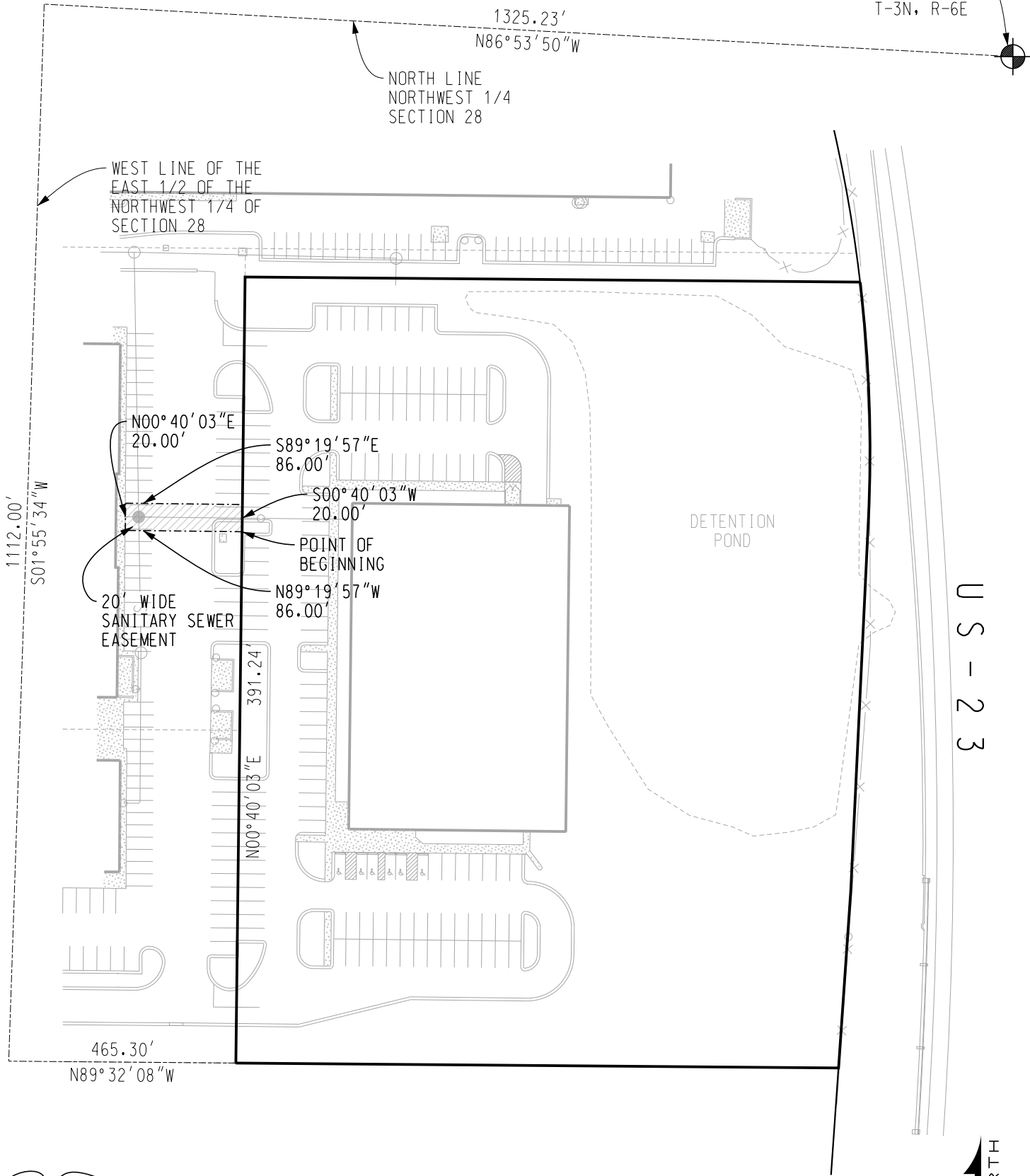
PROJECT: URBAN AIR OLD US-23 HARTLAND, MI	NW 1/4, SECTION 28 TOWN 3N - RANGE 6E HARTLAND TOWNSHIP STATE OF MICHIGAN	JOB NO.: 241201
		SCALE: 1" = 100'
		DATE: 08-07-2025
		REVISION:
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		DRAWN BY:
		CHK'D BY: BRZEZINSKI
		MISC:
		PAGE: 01 OF 03

Griggs Quaderer Inc.
Civil Engineering ▪ Land Surveying ▪ Site Planning
PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr.
FX: (810) 695.0158 Grand Blanc, MI 48439

EASEMENT PLAN

EXHIBIT 'B' - EASEMENT

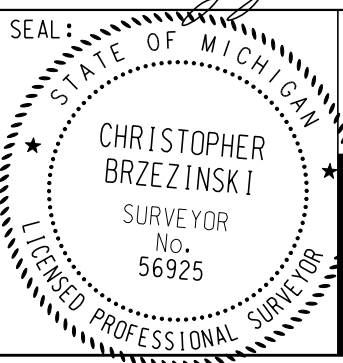
NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



US-23

1 NORTH

C.B. Brzezinski



PROJECT: URBAN AIR
OLD US-23
HARTLAND, MI

NW 1/4, SECTION 28
TOWN 3N - RANGE 6E
HARTLAND TOWNSHIP
STATE OF MICHIGAN

Griggs Quaderer Inc.
Civil Engineering ▪ Land Surveying ▪ Site Planning
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8308 Office Park Dr.
Grand Blanc, MI 48439

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DATE:	08-07-2025
REVISION:	
CREW:	
DRAWN BY:	
CHK'D BY:	BRZEZINSKI
MISC:	
PAGE:	02 OF 03

EASEMENT PLAN

EXHIBIT 'C' - DESCRIPTIONS

PROPERTY DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LIVINGSTON, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:

SITUATED IN THE TOWNSHIP OF HARTLAND, COUNTY OF LIVINGSTON, STATE OF MICHIGAN:

PARCEL C: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 512.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E (RECORDED AS S89°17'50"E), 452.12 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S89°32'08"E (RECORDED AS S89°17'50"E), 450.11 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: SOUTHEASTERLY, NON-TANGENTIALLY 196.86 FEET (RECORDED AS 196.67 FEET) ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°31'57" (RECORDED AS 10°31'19") AND HAVING A CHORD BEARING S02°33'13"E (RECORDED AS S02°20'58"E), 196.59 FEET AND S02°42'45"W (RECORDED AS S02°54'42"W), 158.73 FEET; THENCE N89°32'08"W, 455.50 FEET; THENCE N00°40'03"E, 354.92 FEET TO THE PLACE OF BEGINNING.

PARCEL D: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E (RECORDED AS S89°17'50"E), 465.30 FEET TO THE PLACE OF BEGINNING; THENCE N00°40'03"E, 244.89 FEET; THENCE S89°32'08"E, 455.50 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: S02°42'45"W (RECORDED AS S02°54'42"W), 113.77 FEET AND S03°58'22"W, 131.45 FEET (RECORDED AS S04°10'19"W, 131.67 FEET); THENCE N89°32'08"W (RECORDED AS N89°17'50"W), 443.85 FEET TO THE PLACE OF BEGINNING.

SANITARY EASEMENT DESCRIPTION:

A SANITARY SEWER EASEMENT THE DESCRIPTION OF WHICH IS AS FOLLOWS;

LAND SITUATED IN A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W, 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E, 465.30 FEET; THENCE N00°40'03"E, 391.24 FEET TO THE PLACE OF BEGINNING;

THENCE FROM SAID PLACE OF BEGINNING N89°19'57"W, 86.00 FEET; THENCE N00°40'03"E, 20.00 FEET; THENCE S89°19'57"E, 86.00 FEET; THENCE S00°40'03"W, 20.00 FEET TO SAID PLACE OF BEGINNING.

C.B. Brzezinski



PROJECT: URBAN AIR OLD US-23 HARTLAND, MI	NW 1/4, SECTION 28 TOWN 3N - RANGE 6E HARTLAND TOWNSHIP STATE OF MICHIGAN	JOB NO.: 241201
		SCALE: 1" = 100'
		DATE: 08-07-2025
		REVISION:
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		PAGE: 03 OF 03

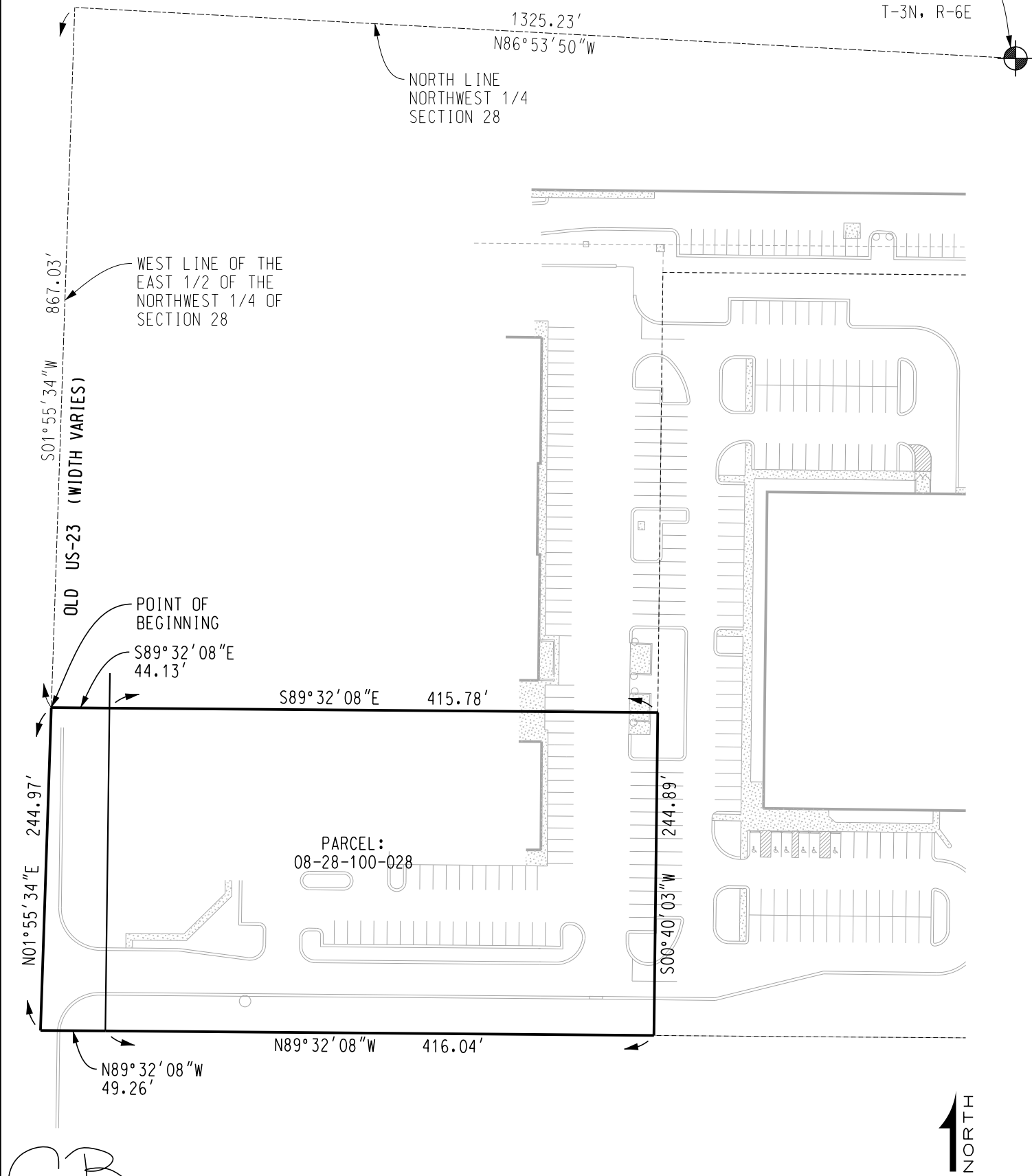
Griggs Quaderer Inc.

Civil Engineering ▪ Land Surveying ▪ Site Planning
PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr.
FX: (810) 695.0158 Grand Blanc, MI 48439

EASMENT PLAN

EXHIBIT 'A' - OVERALL PARCEL

NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



C.B. Brzezinski

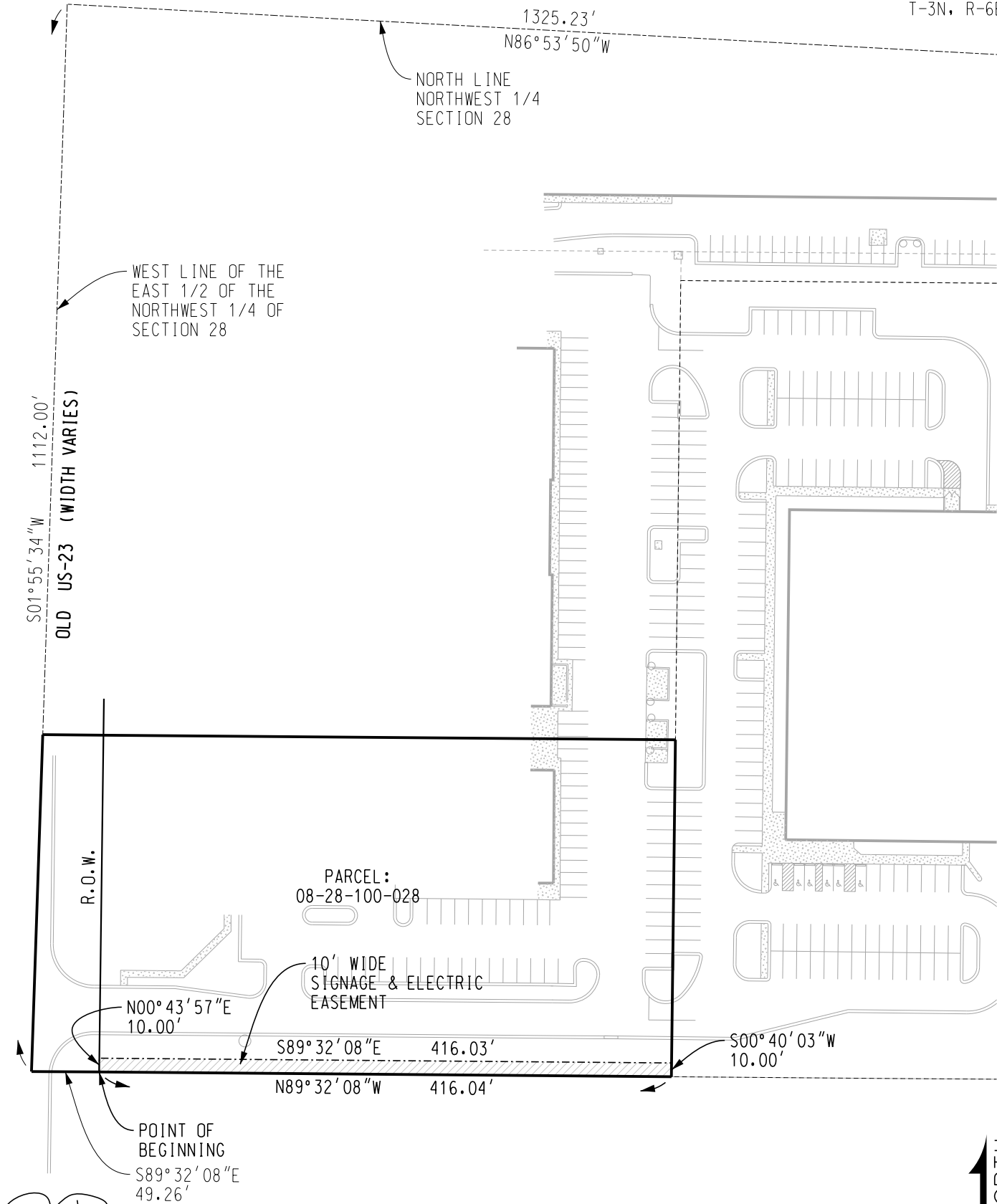


PROJECT: URBAN AIR OLD US-23 HARTLAND, MI	NW 1/4, SECTION 28 TOWN 3N - RANGE 6E HARTLAND TOWNSHIP STATE OF MICHIGAN
Griggs Quaderer Inc. Civil Engineering ▪ Land Surveying ▪ Site Planning PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr. FX: (810) 695.0158 Grand Blanc, MI 48439	

JOB NO.:	241201
SCALE:	1" = 100'
DATE:	08-07-2025
REVISION:	
CREW:	
DRAWN BY:	
CHK'D BY:	BRZEZINSKI
MISC:	
PAGE:	01 OF 03

EASMENT PLAN
EXHIBIT 'B' - SIGNAGE EASEMENT

NORTH 1/4 CORNER
SECTION 28
T-3N, R-6E



C.B. Brzezinski



PROJECT: URBAN AIR
OLD US-23
HARTLAND, MI

NW 1/4, SECTION 28
TOWN 3N - RANGE 6E
HARTLAND TOWNSHIP
STATE OF MICHIGAN

JOB NO.:	241201
SCALE:	1" = 100'
DATE:	08-07-2025
REVISION:	
CREW:	
DRAWN BY:	
CHK'D BY:	BRZEZINSKI
MISC:	
PAGE:	02 OF 03

Griggs Quaderer Inc.

Civil Engineering ▪ Land Surveying ▪ Site Planning
PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr.
FX: (810) 695.0158 Grand Blanc, MI 48439

EASEMENT PLAN

EXHIBIT 'C' - DESCRIPTIONS

PROPERTY DESCRIPTION:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE N86°53'50"W, 1325.23 FEET (RECORDED AS N86°42'08"W, 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W (RECORDED AS S02°01'21"W), 867.03 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28 TO THE PLACE OF BEGINNING; THENCE S89°32'08"E, 44.13 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD US 23; THENCE CONTINUING S89°32'08"E, 415.78 FEET; THENCE S00°40'03"W, 244.89 FEET; THENCE N89°32'08"W (RECORDED AS N89°17'50"W), 416.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD US 23; THENCE CONTINUING N89°32'08"W (RECORDED AS N89°17'50"W), 49.26 FEET; THENCE N01°55'34"E (RECORDED AS N02°01'21"E), 244.97 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28 TO THE PLACE OF BEGINNING.

SIGN EASEMENT DESCRIPTION:

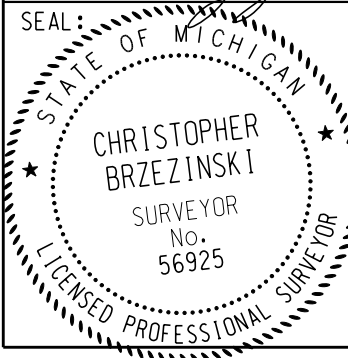
A 10 FOOT WIDE SIGNAGE AND ELECTRICAL EASEMENT THE DESCRIPTION OF WHICH IS AS FOLLOWS:

LAND SITUATED IN A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE N86°53'50"W, 1325.23 FEET ALONG THE NORTH LINE OF SAID SECTION 28; THENCE S01°55'34"W, 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S89°32'08"E, 49.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF OLD US-23 (WIDTH VARIES) AND TO THE PLACE OF BEGINNING;

THENCE FROM SAID PLACE OF BEGINNING N00°43'57"E ALONG SAID EAST RIGHT-OF-WAY, 10.00 FEET; THENCE S89°32'08"E, 416.03 FEET; THENCE S00°40'03"W, 10.00 FEET; THENCE N89°32'08"W, 416.04 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY AND SAID PLACE OF BEGINNING.

C.B. Brzezinski



PROJECT: URBAN AIR
OLD US-23
HARTLAND, MI

NW 1/4, SECTION 28
TOWN 3N - RANGE 6E
HARTLAND TOWNSHIP
STATE OF MICHIGAN

JOB NO.:	241201
SCALE:	1" = 100'
DATE:	08-07-2025
REVISION:	
CREW:	
DRAWN BY:	
CHK'D BY:	BRZEZINSKI
MISC:	
PAGE:	03 OF 03

Griggs Quaderer Inc.
Civil Engineering ▪ Land Surveying ▪ Site Planning
PH: (810) 695.0154 WWW.GQINCORP.COM 8308 Office Park Dr.
FX: (810) 695.0158 Grand Blanc, MI 48439



Board of Trustees

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

Brett J. Lubeski, Trustee
Summer L. McMullen, Trustee
Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

August 6, 2025

Nathan Sumner
10140 Halsey Road
Grand Blanc, MI 48439

**RE: Site Plan/PD Application #25-012 Urban Air Adventure Park PD – Preliminary
Planned Development Site Plan**

On Thursday, July 24, 2025, the Planning Commission recommended approval of Site Plan/PD Application #25-012, the Preliminary Planned Development Site Plan for Urban Air Adventure Park. The request is to construct an approximate 38,400 square foot building to be located on two (2) vacant parcels, south of Fountain Square and west of US-23 (Tax Parcel ID #4708-28-100-030 and #4708-28-100-037). The Township Board approved Site Plan/PD Application #25-012 at their regular meeting on Tuesday August 5, 2025.

Approval is subject to the following conditions:

1. The Preliminary Planned Development Site Plan for Urban Air Adventure Park Planned Development, SP/PD #25-012, is subject to the approval of the Township Board.
2. Waiver request for the planned development project area to be less than 20 acres is approved.
3. Waiver request for the building height to exceed 35 feet is approved.
4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated July 17, 2025, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. As part of the Final Plan Review, the applicant shall provide all applicable easement documents. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
6. The two (2) parcels that comprise the project area shall be combined prior to the issuance of a land use permit.
7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
8. Applicant complies with any requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), regarding applicable permits and approvals, if necessary.

9. Roof-mounted mechanical units (RTU) should be properly screened or not visible to the Planning Commission's satisfaction, as shown on the Final PD plans.

10. Monument signs shall be shown on the Final PD plans.

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

Sincerely,



Troy Langer
Planning Director

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan Application #25-013 Private Shared Driveways (JR Foldenauer Farms)

Date: September 4, 2025

Recommended Action

Move to approve Site Plan Application #25-013 a request to construct two (2) private shared driveways, as outlined in the staff memorandum dated September 4, 2025.

Approval is subject to the following conditions:

1. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated September 4, 2025.
2. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant, Fire Code requirements, and any other governmental agency.
3. Approval of the proposed shared driveways does not include approval of any future land divisions.
4. The proposed ingress/egress easement and maintenance agreement for each shared driveway shall be in a recordable format and shall comply with the requirements of the Township Attorney.
5. (Any other conditions the Planning Commission deems necessary).

Discussion

Applicant: JR Foldenauer Farms LLC

Site Description

The applicant is intending to submit a land division application to create five (5) parcels from an existing vacant parcel, approximately 106.7 acres in area, on the east side of Hacker Road in the southwest corner of Hartland Township (Tax Parcel ID #4708-31-300-022). The majority of the south property line of the parent parcel abuts the northern boundary line of Brighton Township. The parent parcel is zoned CA (Conservation Agricultural). The submitted survey shows five (5) proposed parcels, labeled as Parcel A, B, C, D, and E, with the proposed lot size stated for each parcel. The zoning designation of CA will remain for each resultant parcel after the land division is approved.

The CA zoning district requires a minimum lot area for single-family detached dwellings, of two (2) acres and a minimum lot width/frontage of 200 feet.

The parent parcel is designated as Estate Residential on the Township's 2020-2021 Amended Future Land Use Map. The Estate Residential designation is intended to permit new residential developments on lots with an average density of two or more acres per dwelling unit.

The surrounding adjacent properties on the north, south, and east, that are within Hartland Township, are zoned CA (Conservation Agricultural). These same properties are designated as Estate Residential on the Township's 2020-2021 Amended Future Land Use Map.

Properties on the west side of Hacker Road are in Osceola Township, and adjacent properties to the south are in Brighton Township.

Project Summary

The applicant is requesting approval for the construction of two (2) separate, private shared driveways. Each private, shared driveway is intended to serve two (2) single-family residential parcels, which are to be created under a separate land division application. Per the submitted survey, the land division request is to create a total of five (5) parcels, labeled as Parcel A, B, C, D, and E. Resultant Parcel A has direct access from Hacker Road.

The shared driveway request (SP #25-013) is to construct two (2) separate shared driveways to provide access to the resultant parcels (Parcel B, C, D, and E).

For purposes of the review of this request, the proposed shared driveways will be designated as Driveway 1 and Driveway 2 in this memorandum. Each shared driveway has gravel surfacing, is twenty-two (22) feet in width, and is placed within an associated sixty-six (66) foot wide ingress/egress easement.

Driveway 1 originates from Hacker Road and is intended to provide access to resultant Parcel B and Parcel C. Although Parcel B has frontage along Hacker Road, Parcel C is land locked with no direct access to a public or private road, and thus no frontage on a road. The proposed shared driveway (Driveway 1) is intended to provide access to Parcel C.

Driveway 2 provides access to resultant Parcel D and Parcel E, both of which are land locked. The access route to Driveway 2 starts at the intersection of Hacker Road and Joda Drive, then travels to Liddy Drive. Liddy Drive terminates at the south property line of Parcel D, where Driveway 2 begins. The overall travel distance from Hacker Road to Driveway 2 (to the southern end of Driveway 2) is approximately 4,600 feet. Joda Drive and Liddy Drive are in Brighton Township and are considered county local roads.

Based on the submitted survey, each resultant parcel will meet the CA (Conservation Agricultural) minimum standards for lot area (2 acres minimum) and frontage on a public or private road (200 feet of frontage/lot width).

Per the Township's Zoning Ordinance, the Township's Land Division Ordinance, and the State's Land Division Act, a new property cannot be created that does not have frontage on a public road, private road, or shared driveway. The applicant is seeking approval for the two (2) shared driveways. A shared driveway requires approval from the Planning Commission.

Review Procedure for a Shared Driveway

The applicant is requesting approval for the construction of two (2) separate private shared driveways. Each driveway is intended to serve two (2) single-family residential lots. The residential lots are to be created under a separate land division application. Section 5.23 of the Zoning Ordinance provides review and approval standards and procedures for shared driveways. Shared driveways require approval from the Planning Commission. This memorandum will outline the requirements for a shared driveway and discuss the proposed plan and its compliance with the ordinance standards.

Section 5.23 of the Zoning Ordinance outlines that a land division cannot be approved prior to approval of a shared driveway or private road application. As a note, the Planning Commission will not approve the actual land division; however, the Planning Commission has the authority to approve a shared driveway. The shared driveway will provide the legal access and the required lot width for the proposed land division/boundary line adjustment. The land division request and application will be reviewed and approved administratively at a later date if and when the shared driveway is approved, constructed, and accepted.

Shared Driveway Standards

Two (2) private shared driveways are proposed, Driveway 1 and Driveway 2. Each shared driveway is comprised of 6 inches of compacted gravel and is twenty-two (22) feet in width per the cross-section drawing. Each driveway is to be constructed within a 66-foot-wide ingress/egress easement.

Driveway 1 commences from Hacker Road and travels east approximately 582 feet, generally running parallel to the southern boundary of Parcel B. The shared driveway terminates into Parcel B. Parcel C (to the south of Parcel B) has 200 feet of frontage along the 66-foot-wide driveway easement associated with Driveway 1. Access to Parcel C will be provided from the shared driveway easement.

Driveway 2 is shown along the common boundary line of Parcel D and Parcel E, in the east portion of each parcel. The south property line of Parcel D abuts Brighton Township's border. The access to Driveway 2 originates from the intersection of Hacker Road and Joda Drive, then taking Joda Drive east to where it terminates into Liddy Drive. The remaining route to Driveway 2 involves turning north on Liddy Drive, where it terminates into Driveway 2. Driveway 2 then proceeds north along the common boundary of Parcel D and Parcel E and terminates into a T-Turnaround. The T-Turnaround, with a driveway stub to each parcel, provides access to Parcel D and Parcel E. The overall length of the T-turnaround is 162 feet. The surface width at each end of the turnaround (driveway stubs) is twenty (20) feet.

Liddy Drive, south of Joda Drive, ends in a cul-de-sac. Both Joda Drive and Liddy Drive are considered local county roads in Brighton Township (per Livingston County Road Commission maps).

Following is an overview of the standards for a shared driveway as they exist in the Zoning Ordinance, which will be applied to Driveway 1 and Driveway 2. Staff has provided comments on various sections, outlined in italics.

- Section 2 of the Township's Zoning Ordinance defines the term "Driveway, Shared" with the key element being that a shared driveway can only serve two single-family dwelling units. *Each shared driveway provides access to two (2) single-family parcels. Driveway 1 provides access to Parcel B and Parcel C. Driveway 2 provides access to Parcel D and Parcel E.*
- Section 5.2 of the Township's Zoning Ordinance requires all lots that are created shall have frontage on an improved public or private road, or shared driveway. The frontage shall be maintained for the full required width of the lot or parcel in accordance with the minimum width specifications established in Section 3.1, Districts Established of this Ordinance. *Each of the resultant parcels appears to comply with the zoning district (CA-Conservation Agricultural) requirements with regard to the minimum lot width requirement (minimum 200 feet lot width), based on the submitted plan.*

The following chart summarizes the proposed lot area and lot width for the resultant parcels:

Parcel #	Lot Area (2 AC min.)	Lot width/frontage Shared driveway* (200 FT min.)
Resultant Parcel B	11.42 acres	582 feet
Resultant Parcel C	10.75 acres	200 feet
Resultant Parcel D	52.66 acres	483 feet
Resultant Parcel E	21.67 acres	554 feet

**As measured along the leading edge of the 66-foot-wide driveway easement for each parcel.*

- Section 5.23 outlines the standards for a private road or shared driveway. A complete application is required and includes the application; construction plans for the private road or shared driveway; private road or shared driveway easement; easement maintenance agreement; and proof of ownership. *The applicant has provided all of the above with the exception of several items as noted in the body of this report.*
- Section 5.23.4. outlines the construction plan requirements for a private road or shared driveway. Section 5.23.4.B.x. requires a proposed cross-section drawing showing the type and depth of base and surface materials of the proposed private road. *The applicant has provided a cross section for each shared driveway.*
- Section 5.23.4.B.xi. requires a proposed method of surface drainage and design calculations including storm water detention or retention systems or facilities. *The applicant has provided a cross section for the shared driveway, that shows the 22-foot gravel driveway with a 2% crown, and sloped edges on each side of the shared driveway (slope of 1 on 4).*
- Section 5.23.4.B.xii. requires proposed public and private utility locations. *The applicant has not provided this information.*
- Section 5.23.4.C. requires a construction cost estimate. *The applicant has not provided this information.*
- Section 5.23.6. outlines the minimum shared driveway standards.
 - A. A shared driveway is intended to serve as access for two (2) single-family dwelling units or parcels. *Each proposed shared driveway will only serve two (2) single-family parcels.*
 - B. Shared Driveway Construction standards. At a minimum, shared driveway construction shall consist of the removal of all unsuitable soil and placement of six (6) inches of suitable gravel and shall withstand single axle weights of not less than twenty-two (22) tons. Shared driveway easements shall have an unobstructed (except for approved security gates) travel width of not less than twenty-two (22) feet. Maximum length of a shared driveway is six hundred (600) feet. Any additional length will require meeting standards in this Article requiring an approved cul-de-sac or T-turnaround.

Driveway 1: The proposed shared driveway complies with the standards for driveway width (22 feet, and placement of six (6) inches of compacted gravel (22A). The shared driveway providing access to Parcel B and Parcel C is approximately 582 feet in length per the submitted plan, thus a cul-de-sac or T-turnaround is not required.

Driveway 2: The proposed shared driveway complies with the standards for driveway width (22 feet) for the driveway portion. The driveway materials consist of six (6) inches of compacted gravel (22A). The shared driveway providing access to Parcel D and Parcel E is approximately 580 feet in length. A T-turnaround is proposed with a driveway stub to each parcel.

The standards for a cul-de-sac or T-turnaround are outlined in Section 5.23.5.C. Similar to the requirements for a shared driveway, being twenty-two (22) feet in width, the T-turnaround is also required to be twenty-two (22) feet in surface width, with a sixty-six (66) foot wide right-of-way. The 66-foot-wide easement is shown however, the proposed T-turnaround does not comply with the 22-foot width requirement. The proposed surface width is twenty (20) feet.

The Township's Engineer (SDA) will review the construction plans for compliance with the required standards and provided a review letter dated July 29, 2025. The Hartland Deerfield Fire Authority has provided comments in the email dated July 24, 2025.

- C. A shared driveway easement agreement in recordable form shall be required. It shall meet the following requirements:
- i. A detailed legal description. *The applicant has not provided a legal description of the proposed shared driveway easement for each shared driveway.*
 - ii. Emergency and public vehicle access. *The Hartland Deerfield Fire Authority provided comments in the email dated July 24, 2025, and is working with the applicant on addressing the concerns regarding Driveway 2 as outlined in the email.*
 - iii. Non-interference. The terms of the easement shall prohibit any property owner served by the shared driveway from the restricting or interfering with the normal ingress and egress of other property owners, their families, guests, invitees, licensees, or others traveling to or leaving any of the properties served by the shared driveway. *The applicant has provided a draft easement agreement for each shared driveway.*
 - iv. Initial Costs of construction. *The applicant has not provided an estimate.*
 - v. Setback from existing structures. *Not applicable as the subject properties are undeveloped.*
- D. Easement Maintenance Agreements. *The applicant has provided draft versions of the Declaration of Easement and Maintenance Agreement for each shared driveway. The proposed documents for each shared driveway shall be in a recordable format and shall comply with the requirements of the Township Attorney.*

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Hartland Township DPW Review

The Hartland DPW has reviewed the plans and has no comments per the email dated July 23, 2025.

Township Engineer's Review

The Township Engineering Consultant (SDA) recommends approval subject to items being addressed in the letter dated July 29, 2025.

Hartland Deerfield Fire Authority Review

Please see the email from the Hartland Deerfield Fire Authority dated July 24, 2025. The Fire Authority is working with the applicant to address the concerns noted in the email.

Attachments

1. Township DPW email dated 07.23.2025
2. Township Engineer (SDA) letter dated 07.25.2025 – PDF version
3. Hartland Deerfield Fire Authority email dated 07.24.2025 – PDF version
4. Draft version of Parcel B-C Easement and Maintenance Agreement – PDF version
5. Draft version of Parcel D-E Easement and Maintenance Agreement – PDF version
6. LCRC Site Distance Approval dated 06.14.2024 – PDF version
7. Brighton Township Road Map Section 6 – PDF version
8. Site plans dated 07.11.2025

SP #25-013 Shared Driveways JR Foldenauer Farms

September 4, 2025

Page 6

CC:

SDA, Twp Engineer (via email)

Scott Hable, DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2025 Planning Commission Activity\Site Plan Applications\SP #25-013 Foldenauer Shared Driveways\Staff Reports\SP #25-013 Shared driveways Foldenauer Farms PC 09.04.2025.docx

Martha Wyatt

To: Martha Wyatt
Subject: FW: SP #25-013 Shared Driveways Foldenauer Farms

From: Scott Hable <SHable@hartlandtwp.com>
Sent: Wednesday, July 23, 2025 4:19 PM
To: Martha Wyatt <MWyatt@hartlandtwp.com>
Cc: Troy Langer <TLanger@hartlandtwp.com>
Subject: RE: SP #25-013 Shared Driveways Foldenauer Farms

Public works has no comments.

Thank You –



Scott Hable
Public Works Director
810.632.7498 o
2655 Clark Road
Hartland, MI 48353
www.hartlandtwp.com

Site Plan Review

July 29, 2025

Troy Langer
Planning Director
Hartland Township, MI

Re: J.R. Foldenauer – Site Plan Review #1
SDA Review No. HL24-101

Dear Troy:

We have received the site plan submittal for the above referenced project prepared by Desine Inc. dated July 11, 2025, and received by our office on July 24 2025. The plans were reviewed in accordance with Hartland Township Engineering Standards and the following comments are our observations.

Recommendation

Approval of the Final Site Plan is recommended with the conditions listed below.

Project Summary

- Construction of 2 shared driveways between Hacker Road and Liddy Drive, they are intended to provide access to 4 new parcels.
- It is anticipated that all parcels will be served by individual wells and septic tanks. All shall be approved by Livingston County Health Department. These improvements are not part of this review.
- Storm water would be collected by two proposed driveway culverts, out letting to the existing wetlands and a private enclosed drain.

General

1. There are existing wetlands on site, no work is being proposed within these areas, but an EGLE permit will be required in case regulated wetland areas are disturbed.
2. Due to limited access to the main roads and having only one entry point of Hacker Road, Parcel D and E will be required to install a fire suppression system. It shall meet Fire Department requirements.

Storm Drainage & Site Grading

1. Any redevelopment project with a land disturbance area of 1.0 acre or larger or creates or replaces 0.5 acres of impervious surface will require a permit from Livingston County. LCDC's current standards shall govern all storm improvements within the Township. Confirm that no additional stormwater management system will be required for the proposed work. It is anticipated that no additional stormwater measures will be required.

Paving

1. All work within Hacker Rd and Liddy Dr will require a permit from the Livingston County Road Commission. A driveway sight distance review approval was provided.

2. The proposed shared driveway off Liddy Drive serves two parcels. Any additional splits will require additional road improvements. Access three parcels or more parcel is defined as a road and must meet the Private Road requirements including but not limited to a cul-de-sac or eliminating the dead end completely to connect to another road, and any easement for future extension.

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

The comments are not to be construed as approvals and are not necessarily conclusive. The final engineering plans for this development are to be prepared in accordance with the Hartland Township Engineering Design Standards and 2021 Hartland Township Standard Details.

If you have any questions regarding this letter, please contact Luisa Amici at (248) 844-5400 with any questions.

Sincerely,

SPALDING DEDECKER



Luisa Amici
Engineer



Mark Collins, PE
Project Manager

cc: Martha Wyatt, Hartland Township Planning Planner - Landscape Architect (via email)
Scott Hable, Hartland Township Public Works Director (via email)
Michael Luce, Hartland Township Manager (via email)

Martha Wyatt

To: Martha Wyatt
Subject: FW: SP #25-013 Shared Driveways Foldenauer Farms

From: Jon Dehanke <jdehanke@hartlandareafire.com>
Sent: Thursday, July 24, 2025 10:25 AM
To: Luisa Amici <lamici@sda-eng.com>
Cc: Martha Wyatt <MWyatt@hartlandtwp.com>;
Subject: Re: SP #25-013 Shared Driveways Foldenauer Farms

Hello,

My issue is with access to parcels D and E. The proposed shared driveway is connected to Liddy Dr in Brighton Township. Looking at an aerial view with a measuring tool, the intersection of Liddy Dr and Joda Dr going North to the end of the road to get to the proposed shared driveway is well over 1500 feet. This would make Liddy Dr non-conforming even before getting to the shared driveway. This has been encountered in another Township we service. The solution was to instal a fire suppression system in the non-conforming properties.

Jon Dehanke, Fire Marshal
Hartland Deerfield Fire Authority
3205 Hartland Rd. Hartland, MI 48353
Phone: (810) 632-7676
[Email:jdehanke@hartlandareafire.com](mailto:jdehanke@hartlandareafire.com)

SPACE ABOVE FOR RECORDER'S USE ONLY

**DECLARATION OF EASEMENT FOR
INGRESS AND EGRESS AND PUBLIC UTILITIES
AND EASEMENT MAINTENANCE AGREEMENT**

This Declaration of Easement and Maintenance Agreement (the “**Declaration**”) is made this _____ day of _____, 2025, by J.R. FARMS, LLC. whose address is 737 Elmwood Drive, Fenton, Michigan 48430 (the “**Owner**”).

RECITALS

WHEREAS, the Owner is the title holder of certain real property which is located in Hartland Township, Livingston County, Michigan, and more particularly described in **Exhibit A** attached hereto and made a part hereof and as set forth in a certain survey prepared by DESINE INC., dated 07/11/2025, as recorded in document number _____, Livingston County Register of Deeds; and

WHEREAS, the Owner is dividing the property into Parcels, as depicted on the survey, and as approved by Hartland Township; and

WHEREAS, the Owner is recording this Declaration to establish a private, non-exclusive, perpetual easement and maintenance agreement for ingress and egress and public utilities for the benefit of and burdening certain Parcels of the property.

NOW THEREFORE, the Owner states as follows:

EASEMENT DECLARATION

1. Interest in Property: This Declaration is made to establish a certain easement within the Property and is intended to run with the land, be an interest in realty, and be binding on, and inure to the benefit of, and burden, the owners and occupiers of Parcel B, Parcel C and their respective heirs, executors, administrators, personal representatives, successors and assigns. When used in this Declaration, the word “Owner” or “Owners” shall mean and encompass the owner(s) in fee title of Parcel B and Parcel C, respectively, as of the

date of this Declaration and as may be split or divided in the future. This Declaration shall bind any parties who occupy or hold interest in Parcel B and Parcel C, through them, their agents, employees, and invitees, and all other parties acting through or under the Owner(s). The Owner or Owners may hereinafter be referred to together as the **"Parties"** or individually as a **"Party"**.

2. Access Easement. The parties hereto establish and declare a private, non-exclusive, perpetual easement for ingress and egress and public utilities over and across Parcel B described in the attached **Exhibit A**, for the benefit of Parcel B and Parcel C, said easement being more particularly described in **Exhibit B** attached and made a part hereof and is labeled as "66 Foot Wide Private Easement for Ingress and Egress and Public Utilities" (**"Easement"**).
3. Reservation of Rights. The parties specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easement and the easement rights set forth herein in the described easements, including the right to use said easements and to subsequently convey said easements and easement rights.
4. Permitted Users. The easement may be used by the Owners, its occupants, agents, employees, guests, licensees, and invitees, in common, for vehicular and pedestrian access. Such parties may be referred to herein as **"Permitted Users"**. Use of the Easement is provided for emergency access by the local fire department or any other emergency services, and for ingress and egress for service vehicles for the purpose of granting the providers of such services vehicular and emergency access across the Access Easement.
5. No Obstruction of the Access Easement. No obstruction of the Access Easement shall be allowed at any time. The Owners of Parcel B shall insure that the Access Easement shall remain open at all times to permit free and unencumbered access for all persons who are entitled to use of the Access Easement. No Owner or party hereto shall take any actions which interfere in any way with the use of the Access Easement by the other Parties, as described in this Declaration.

EASEMENT MAINTENANCE

6. Share of Maintenance Costs. The owner or owners of Parcel B, from and after the commencement of any construction of any building or other improvement on such parcel, shall be responsible for the cost of maintaining any paved surface and/or landscaping within the Access Easement.
7. Extraordinary Use. The parties, their successors, and assigns, shall be separately responsible to repair and for the costs thereof, of any damage caused to the Access Easement due to extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, commercial trucks, or other heavy loads or increased usage not ordinarily consistent with normal traffic.
8. Arbitration. In the event that the parties, their successors, and assigns, hereto are unable to agree as to the type of maintenance work to be performed, the regularity of the work to be

performed, the costs thereof or the participation in the payment of costs thereof by the parties, their successors, or assigns, the parties shall submit their differences, claims, or objections to binding arbitration. Arbitration fees for resolution of differences, claims, or objections shall be divided equally, between all parties and paid directly by each party involved in the claim or dispute. Such arbitration shall be conducted and concluded promptly and no later than three (3) months after the demand for arbitration is made.

ADDITIONAL CONDITIONS

9. Covenants Run With the Land. All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners and their respective successors and assigns. The easements granted in this Declaration are easements appurtenant to each of the parcels and may not be transferred separately from, or severed from, title to the parcels.
10. Limited Use and Termination. Limited use or infrequent use of the easement rights granted in this Declaration by the Owner and its Permitted Users shall not prevent the Owner from later use of the easement rights to the fullest extent authorized in this Declaration.
11. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Michigan. For all litigation, disputes and controversies which may arise out of or in connection with this Declaration, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Michigan. In the event any Party hereto brings or commences legal proceedings to enforce any of the terms of this Declaration, the successful Party shall then be entitled to receive from the other Party, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.
12. Entire Declaration. This Declaration sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by all Parties to this Declaration and duly recorded in the office of the Register of Deeds of Livingston County, Michigan.
13. Notices. All notices to any Party to this Declaration shall be delivered in person or sent by first class mail, postage prepaid, to the other Party at that Party's last known address. If the other Party's address is not known to the Party desiring to send a notice, the Party sending the notice may use the address to which the other Party's real estate tax bills are sent. Either Party may change its address for notice by providing written notice to the other Party.
14. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
15. Waiver. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to

be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Declaration.

16. Enforcement. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Declaration, the prevailing Party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.
17. No Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the easement granted under this Declaration to the general public or for any public purpose whatsoever.
18. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.
19. Counterpart Originals. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.
20. Article and Section Captions. The Article and Section captions contained in this Declaration are included only for convenience of reference and do not define, limit, explain or modify this Declaration or its interpretation, construction or meaning and are in no way to be construed as a part of this Declaration.
21. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Declaration nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third person or entity, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Declaration.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[Signature and Acknowledgement Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be effective as of the date first written above.

J.R. FARMS, LLC,
a Michigan Limited Liability corporation

By: _____

Its:

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, J.R. FARMS, LLC, a Michigan Limited Liability corporation, on behalf of said corporation.

Notary Public for _____
Acting in: _____ County

My Commission expires:_____

Prepared By:
Wayne M. Perry
Desine Inc.
2183 Pless Drive
Brighton, Michigan 48114

When Recorded Mail To:
Tom Green
737 Elmwood Drive
Fenton, Michigan 48430

EXHIBIT A

Legal Description of the Property

PARCEL B 11.43± Acres

(A part of Parcel No. 4708-31-300-022)

EXHIBIT A

Legal Description of the Property

PARCEL C 10.75± Acres

(A part of Parcel No. 4708-31-300-022)

EXHIBIT B

Legal Description of Easement

66-FOOT WIDE PRIVATE EASEMENT INGRESS AND EGRESS AND PUBLIC UTILITIES

SPACE ABOVE FOR RECORDER'S USE ONLY

**DECLARATION OF EASEMENT FOR
INGRESS AND EGRESS AND PUBLIC UTILITIES
AND EASEMENT MAINTENANCE AGREEMENT**

This Declaration of Easement and Maintenance Agreement (the “**Declaration**”) is made this _____ day of _____, 2025, by J.R. FARMS, LLC. whose address is 737 Elmwood Drive, Fenton, Michigan 48430 (the “**Owner**”).

RECITALS

WHEREAS, the Owner is the title holder of certain real property which is located in Hartland Township, Livingston County, Michigan, and more particularly described in **Exhibit A** attached hereto and made a part hereof and as set forth in a certain survey prepared by DESINE INC., dated 07/11/2025, as recorded in document number _____, Livingston County Register of Deeds; and

WHEREAS, the Owner is dividing the property into Parcels, as depicted on the survey, and as approved by Hartland Township; and

WHEREAS, the Owner is recording this Declaration to establish a private, non-exclusive, perpetual easement and maintenance agreement for ingress and egress and public utilities for the benefit of and burdening certain Parcels of the property.

NOW THEREFORE, the Owner states as follows:

EASEMENT DECLARATION

1. Interest in Property: This Declaration is made to establish a certain easement within the Property and is intended to run with the land, be an interest in realty, and be binding on, and inure to the benefit of, and burden, the owners and occupiers of Parcel D, Parcel E and their respective heirs, executors, administrators, personal representatives, successors and assigns. When used in this Declaration, the word “Owner” or “Owners” shall mean and encompass the owner(s) in fee title of Parcel D and Parcel E, respectively, as of the

date of this Declaration and as may be split or divided in the future. This Declaration shall bind any parties who occupy or hold interest in Parcel D and Parcel E, through them, their agents, employees, and invitees, and all other parties acting through or under the Owner(s). The Owner or Owners may hereinafter be referred to together as the **"Parties"** or individually as a **"Party"**.

2. Access Easement. The parties hereto establish and declare a private, non-exclusive, perpetual easement for ingress and egress and public utilities over and across Parcel D and Parcel E described in the attached **Exhibit A**, for the benefit of Parcel D and Parcel E, said easement being more particularly described in **Exhibit B** attached and made a part hereof and is labeled as "66 Foot Wide Private Easement for Ingress and Egress and Public Utilities" (**"Easement"**).
3. Reservation of Rights. The parties specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easement and the easement rights set forth herein in the described easements, including the right to use said easements and to subsequently convey said easements and easement rights.
4. Permitted Users. The easement may be used by the Owners, its occupants, agents, employees, guests, licensees, and invitees, in common, for vehicular and pedestrian access. Such parties may be referred to herein as **"Permitted Users"**. Use of the Easement is provided for emergency access by the local fire department or any other emergency services, and for ingress and egress for service vehicles for the purpose of granting the providers of such services vehicular and emergency access across the Access Easement.
5. No Obstruction of the Access Easement. No obstruction of the Access Easement shall be allowed at any time. The Owners of Parcel B shall insure that the Access Easement shall remain open at all times to permit free and unencumbered access for all persons who are entitled to use of the Access Easement. No Owner or party hereto shall take any actions which interfere in any way with the use of the Access Easement by the other Parties, as described in this Declaration.

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11. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Michigan. For all litigation, disputes and controversies which may arise out of or in connection with this Declaration, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Michigan. In the event any Party hereto brings or commences legal proceedings to enforce any of the terms of this Declaration, the successful Party shall then be entitled to receive from the other Party, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.
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[Signature and Acknowledgement Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be effective as of the date first written above.

J.R. FARMS, LLC,
a Michigan Limited Liability corporation

By: _____

Its:

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, J.R. FARMS, LLC, a Michigan Limited Liability corporation, on behalf of said corporation.

Notary Public for _____
Acting in: _____ County

My Commission expires:_____

Prepared By:
Wayne M. Perry
Desine Inc.
2183 Pless Drive
Brighton, Michigan 48114

When Recorded Mail To:
Tom Green
737 Elmwood Drive
Fenton, Michigan 48430

EXHIBIT A

Legal Description of the Property

PARCEL D 21.67± Acres

(A part of Parcel No. 4708-31-300-022)

EXHIBIT A

Legal Description of the Property

PARCEL E 52.66± Acres

(A part of Parcel No. 4708-31-300-022)

EXHIBIT B

Legal Description of Easement

66-FOOT WIDE PRIVATE EASEMENT INGRESS AND EGRESS AND PUBLIC UTILITIES



LIVINGSTON COUNTY ROAD COMMISSION

LAND SPLIT / SIGHT DISTANCE REVIEW

****NOTE: THIS IS NOT A
DRIVEWAY PERMIT****

Review Number 2409-004

Property Owner and Applicant Information

Owner: JR Farms LLC
Street Address: 737 Elmwood Drive
City, State, ZIP: Fenton, MI 48430
Day Phone: (810) 610-0823

Applicant:
Company: Desine Inc.
Address: 2183 Pless Drive
City, State: Brighton MI, 48114
Applicant Phone: (810) 227-9533

Recommended for Approval:

Yes

Date of Review:

6/14/2024

Inspector:

Kim Hiller

Location

Township: Hartland Section 31 Roadway On: Hacker Road Side of Street: East
Approach Type: Development:
Speed Limit (if posted): 55 Speed Factors (if any): 25 MPH on Liddy and at the end of the cul-de-sac

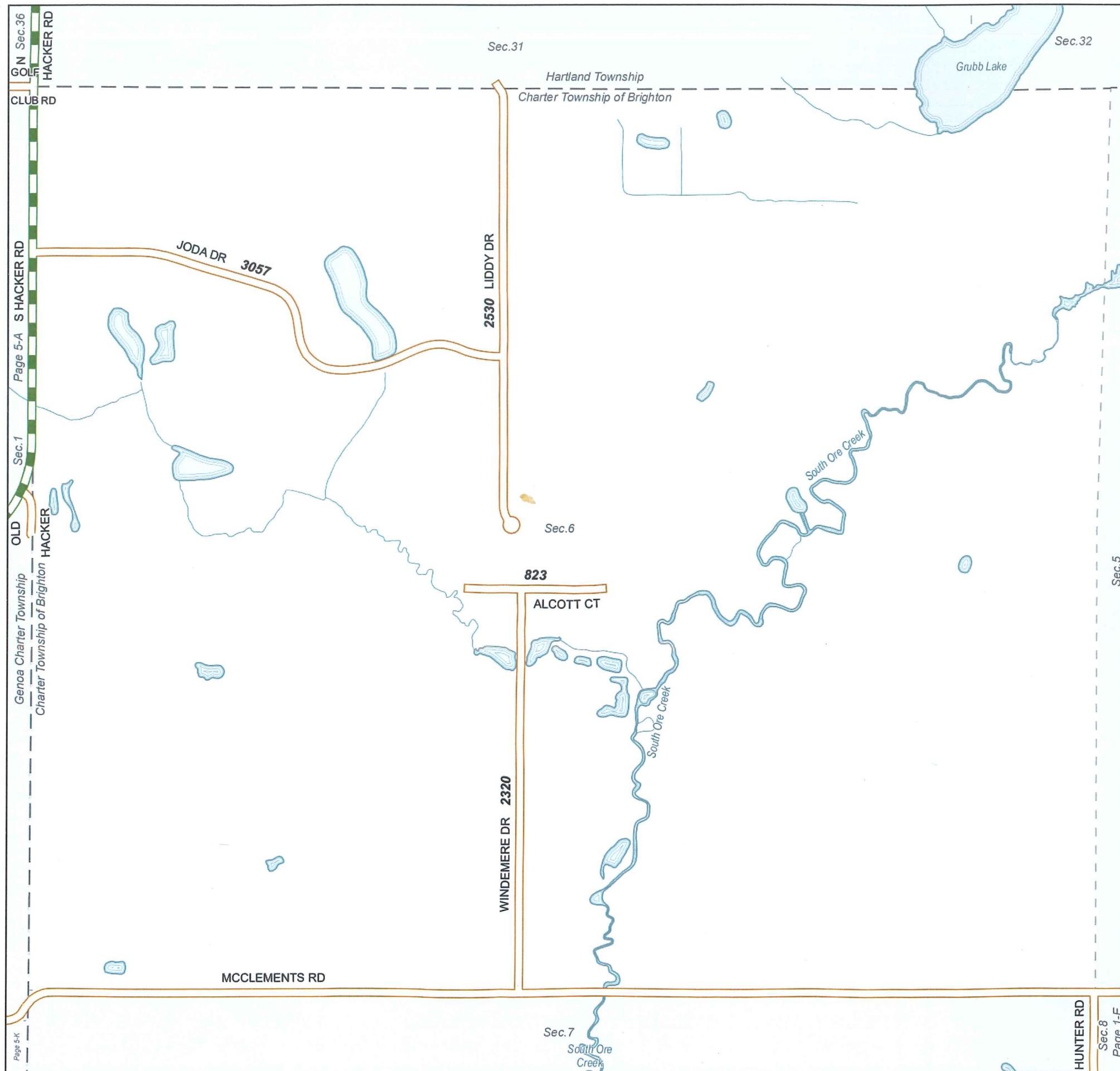
Comments:

Inspector: Kim Hiller

Field Measurements: Location of existing property corners from nearest crossroad: and feet North of Joda Ln

Parcel	Prop/Emnt Corners	Access Point(s)	Sight Distance Req.		Sight Distance Measured	S.D. Comply	CVA Comply	Neighbor Consent	Approve
			Std	Min					
Shared D & E (Liddy)		1500	335		335 South	Yes	Yes	No	Yes
Shared B & C (Hacker)		1610	610		610 North 610 South	Yes	Yes	No	Yes
Parcel A (Hacker)		2065	610		610 North 610 South	Yes	Yes	No	Yes

** This review is based on the survey/sketch provided to us at the time of application or during the review process. Any changes to property lines or driveway locations after the date of this review will void the review and may prevent approval or permits for any future driveway approaches.



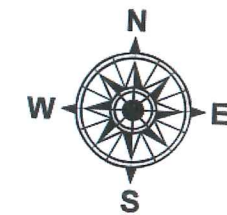
BRIGHTON TOWNSHIP

LIVINGSTON COUNTY - 47 T. 2N R. 6E

SECTION 6

TOTAL FEET 8,730 EQUALS 1.65 MILES

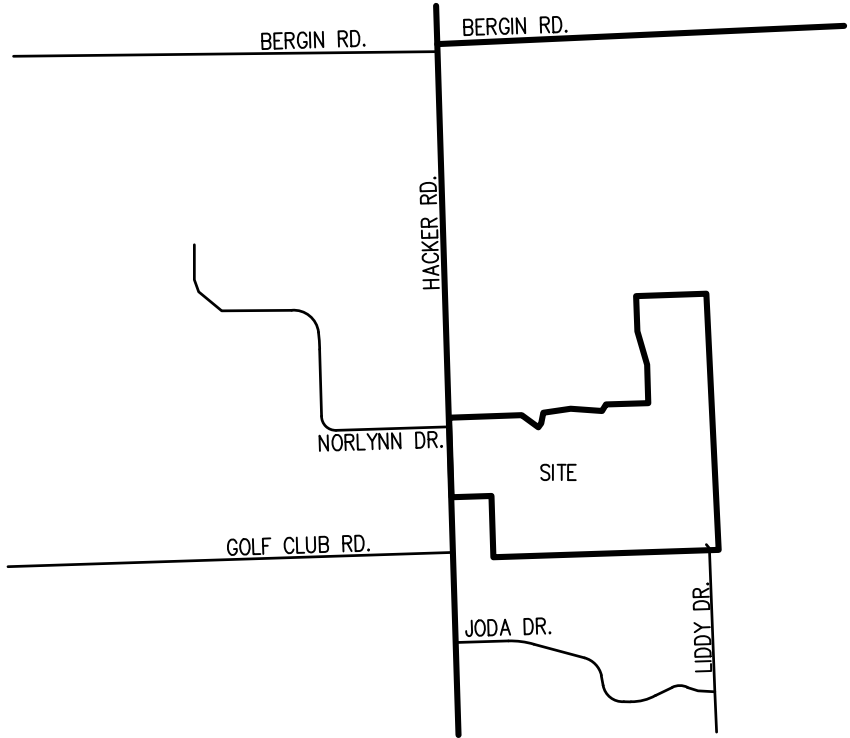
LEGEND	
COUNTY LINE	-----
CORPORATE LIMITS	-----
SECTION LINE	-----
STATE TRUNKLINE	=====
COUNTY PRIMARY	=====
COUNTY LOCAL	=====
ADJACENT COUNTY	=====
CITY OR VILLAGE STREET	=====



SCALE 0 470 940 FEET
1 inch equals 617 feet

LAND DIVISION PLANS FOR
J.R. FOLDENAUER FARMS

BEING PART OF SW 1/4 SECTION 31, T3N,R6E, HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN



LOCATION MAP

SCALE: 1in. = 2000ft.

LEGAL DESCRIPTION

Reference: Certified Land Survey No. 7680
as recorded in Liber 4514, Page 642, Livingston County Records.

PARCEL "R"
Commencing at the East 1/4 Corner of Section 36, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan; thence S01°48'20"E along the East line of said Town 3 North, Range 5 East, same being the West line of Section 31, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, and the centerline of Hacker Road 1131.41 feet to the POINT OF BEGINNING; thence N87°56'57"E 757.36 feet; thence S53°45'05"E 214.08 feet; thence N36°14'55"E 52.28 feet; thence N10°34'45"E 111.13 feet; thence N81°42'06"E 289.12 feet; thence S86°01'43"E 326.66 feet; thence N32°04'51"E 79.91 feet; thence N88°11'40"E 440.00 feet; thence N01°48'20"W 400.00 feet; thence N16°10'57"W 361.82 feet; thence N02°03'03"W 366.90 feet to the East-West 1/4 line of said Section 31; thence N87°56'57"E along said East-West 1/4 line 730.83 feet to the Center of said Section; thence S02°45'29"E along the North-South 1/4 line of said Section 31, 2671.60 feet to the South 1/4 Corner of said Section 31; thence S88°07'04"W along the South line of said Town 3 North, Range 6 East, Hartland Township 2347.83 feet; thence N01°48'20"W 639.00 feet; thence S88°07'04"W 415.00 feet to said East line of Town 3 North, Range 5 East, said West line of Town 3 North, Range 6 East, and said centerline of Hacker Road; thence N01°48'20"W along said East line of Town 3 North, Range 5 East, said West line of Town 3 North, Range 6 East, and said centerline of Hacker Road 828.30 feet to the Point of Beginning. Being a part of the Southwest fractional 1/4 of Section 31, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, and containing 106.70 acres of land, more or less. Being subject to the rights of the public over the Westerly 33.00 feet thereof, as occupied by Hacker Road; also being subject to and/or together with other easements and restrictions of record, if any.

Tax ID No.: 4708-31-300-022
Also known as: Vacant, N. Hacker Road, Howell, MI 48843



SHEET INDEX

- | | |
|-----|---|
| LD | LAND DIVISION PLAN |
| DR1 | PARCELS B & C SHARED DRIVEWAY, PLAN & PROFILE |
| DR2 | PARCELS D & E SHARED DRIVEWAY, PLAN & PROFILE |
| SE1 | SOIL EROSION CONTROL PLAN |
| SE2 | SOIL EROSION CONTROL NOTES & DETAILS |



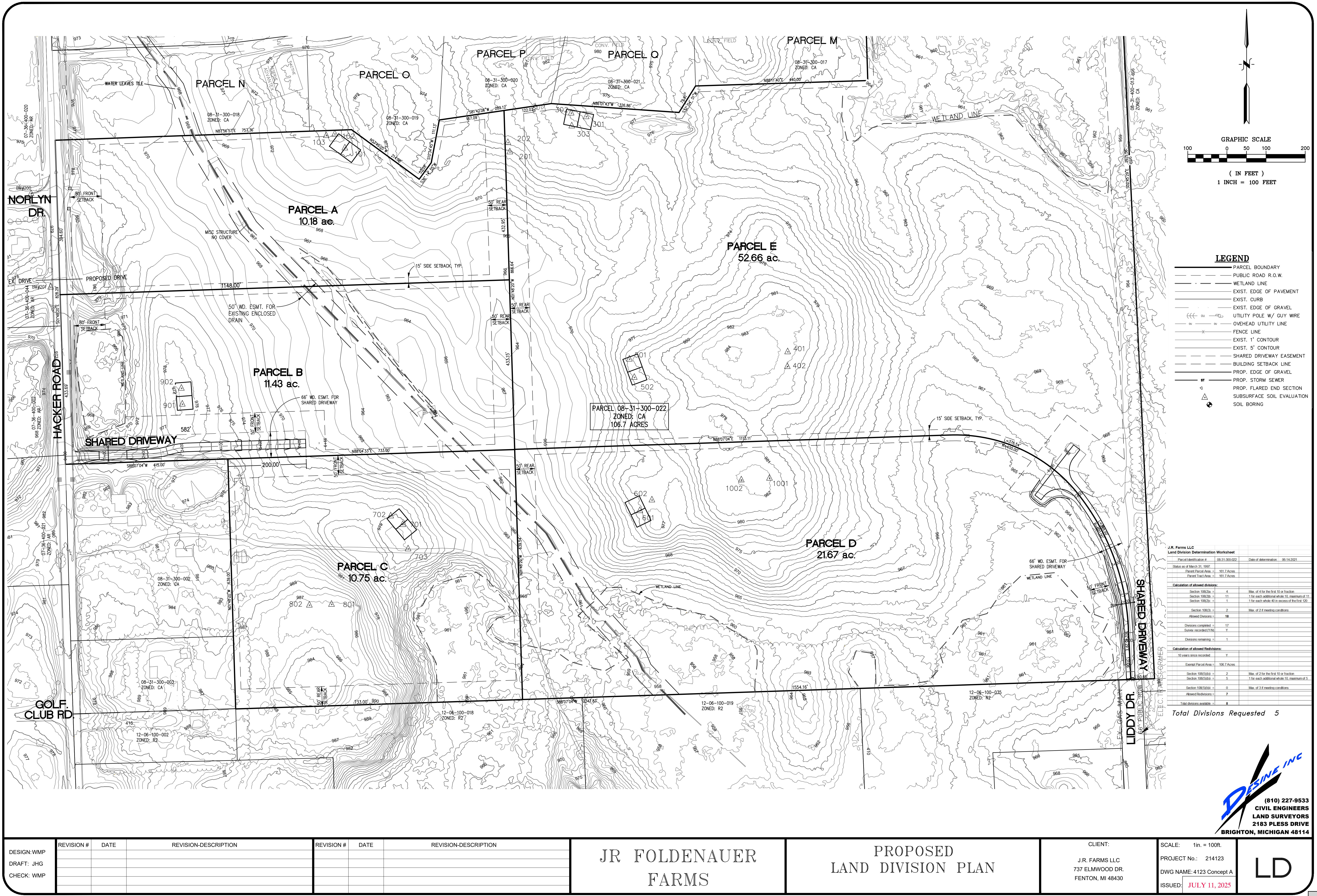
OWNER/DEVELOPER
J.R. FOLDENAUER FARMS LLC
737 ELMWOOD DR.
FENTON, MICHIGAN 48430
810-610-0823

CIVIL ENGINEER / LAND SURVEYOR
DESINE, INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114
810-227-9533

PLAN DATE	AGENCY	DESCRIPTION	CONTACT NAME	STATUS
	Hartland Township	Land Use Permit	Troy Langer	
	Livingston County Road Commission	Right-of-Way Construction Permit	Kim Hillier	
	Livingston County Drain Commissioner	SESC Permit		

DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

ISSUED	SCALE: NONE
	PROJECT No.: 214123
	DWG NAME: 4123 COV
	PRINT: JULY 11, 2025



DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

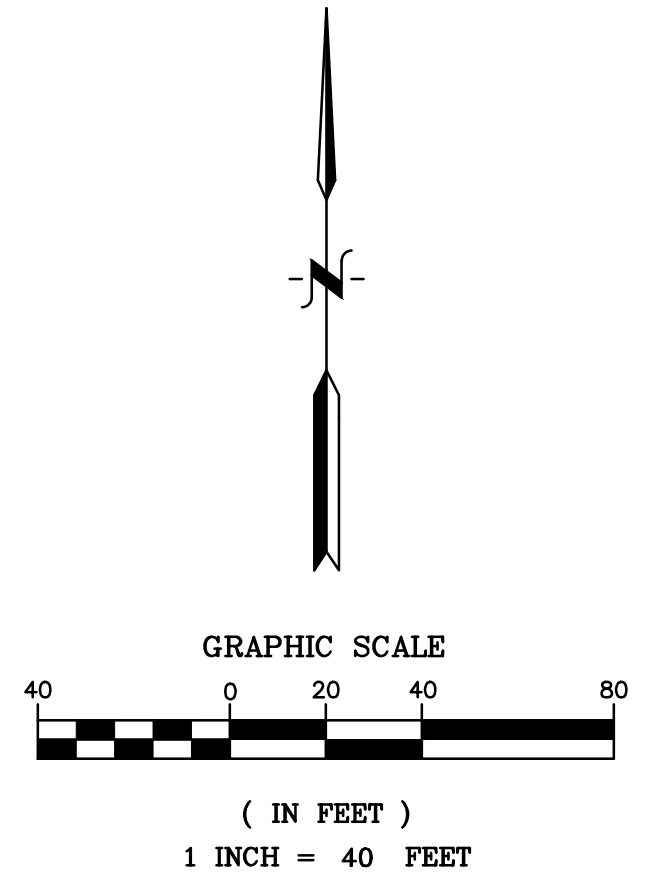
JR FOLDENAUER
FARMS

PROPOSED
LAND DIVISION PLAN

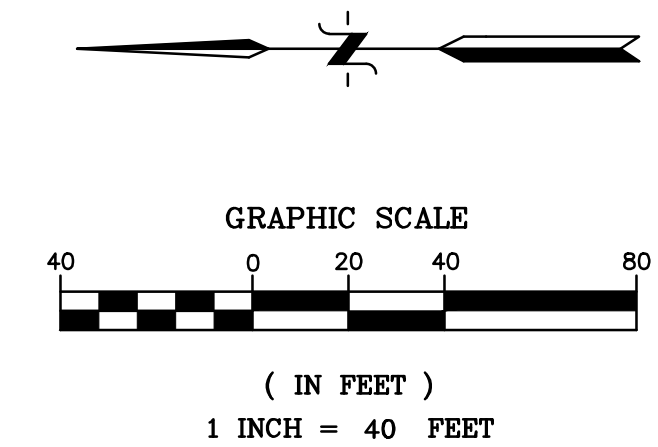
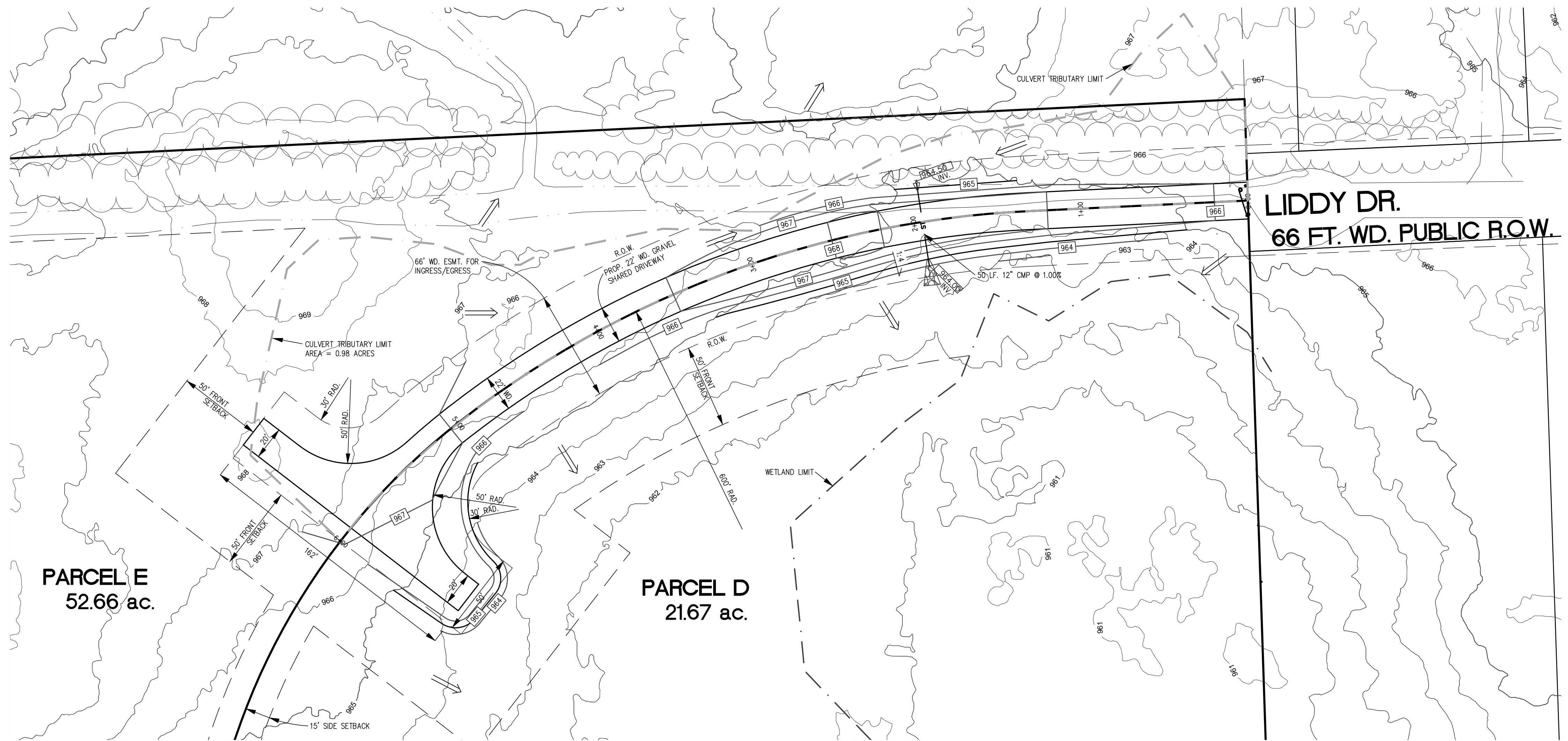
CLIENT:
J.R. FARMS LLC
737 ELMWOOD DR.
FENTON, MI 48430

SCALE: 1 in. = 100ft.
PROJECT No.: 214123
DWG NAME: 4123 Concept A
ISSUED: JULY 11, 2025

LD



	PARCEL BOUNDARY
	PUBLIC ROAD R.O.W.
	WETLAND LINE
	EXIST. EDGE OF PAVEMENT
	EXIST. CURB
	EXIST. EDGE OF GRAVEL
	UTILITY POLE W/ GUY WIRE
	OVERHEAD UTILITY LINE
	FENCE LINE
	EXIST. 1' CONTOUR
	EXIST. 5' CONTOUR
	SHARED DRIVEWAY EASEMENT
	BUILDING SETBACK LINE
	EXIST. TREE LINE
	EXIST. GUARD RAIL
	EXIST. CATCH BASIN
	PROP. EDGE OF GRAVEL
	PROP. STORM SEWER
	PROP. FLARED END SECTION
	PROP. 1' CONTOUR
	PROP. 5' CONTOUR
	DRAINAGE FLOW ARROW

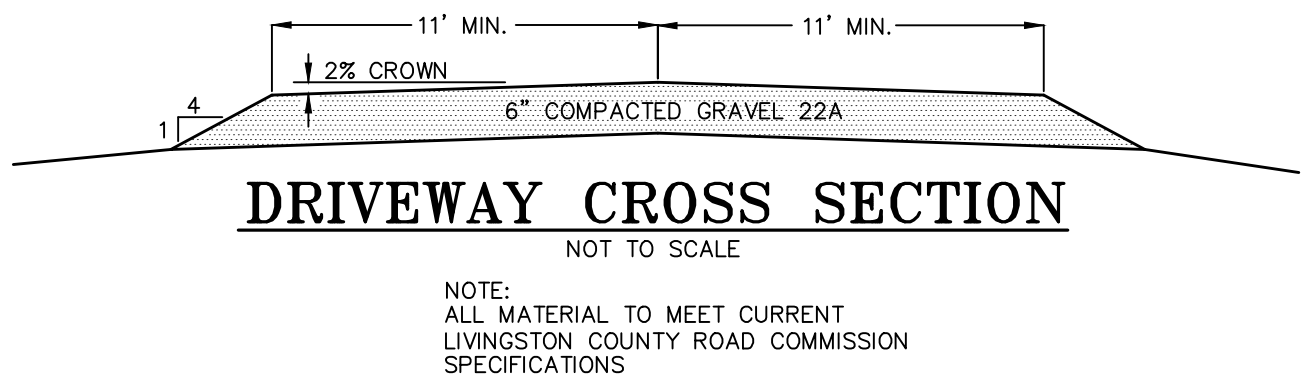


- LEGEND**
- PARCEL BOUNDARY
 - PUBLIC ROAD R.O.W.
 - WETLAND LINE
 - EXIST. EDGE OF PAVEMENT
 - EXIST. CURB
 - EXIST. EDGE OF GRAVEL
 - UTILITY POLE W/ GUY WIRE
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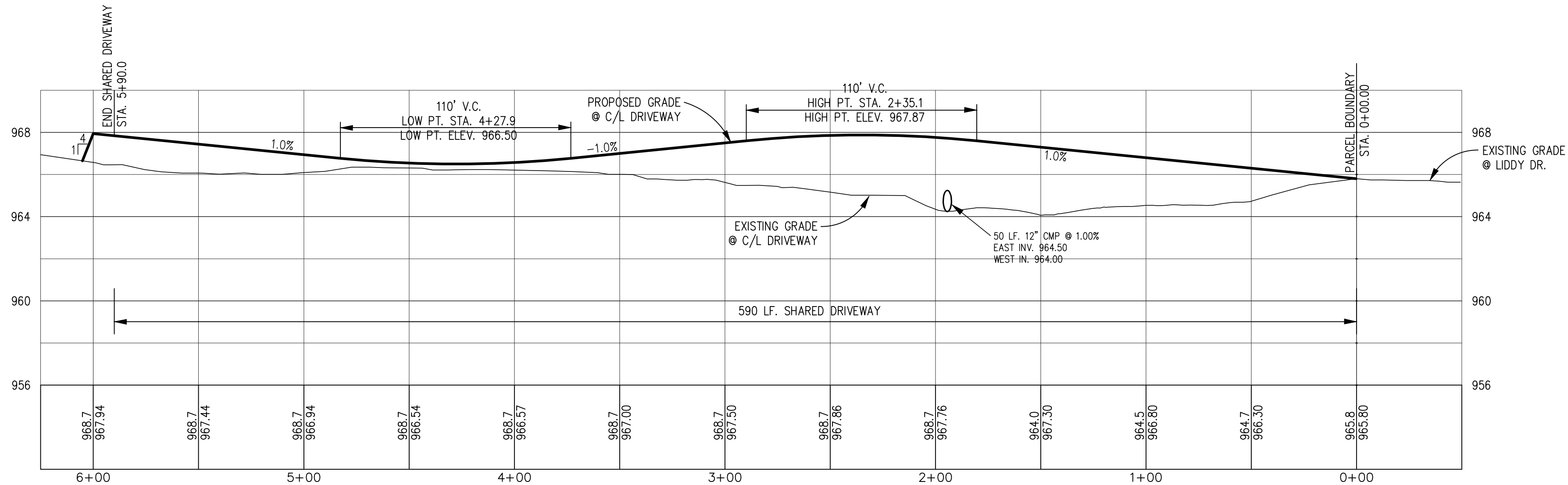
PLAN
SCALE: 1in. = 40ft.

PARCELS B and C SHARED DRIVEWAY - Culvert Calculation
Design Criteria: 100 year event (I = 275/t + 25) CMP n= 0.021

From MH# CB# FES#	To MH# CB# FES#	Inc. Acres "A"		Eqv. Area 100% CA	Total Area 100% CA	T Time Min.	I Inch Per Hour	Q (CIA) c.f.s.	Q _a (Addition al flow) c.f.s.	Q _t (Total flow) c.f.s.	Dia. of pipe inch	Slope pipe %	Slope H.G. %	Length of line ft.	Vel. Flow full ft./sec.	Time of flow min.	Cap of pipe c.f.s.	H.G. Elev. upper end	Ground Elev.		Invert Elev.	
																			Upper end	Lower end	Upper end	Lower end
E. FES	W. FES	0.98	0.20	0.20	0.20	15.0	6.88	1.35		1.35	12	1.00	0.37	50	2.81	0.3	2.21	965.19	964.50	964.00	964.00	



AGGREGATE CROSS SECTION NOTES:
1. Unstable soils found within the 1 on 1 influence zone of the roadway, such as muck, peat, topsoil, marl, silt or other unstable materials shall be excavated and replaced up to the proposed subgrade elevation with MDOT Class III granular material compacted to 95% maximum unit weight, modified proctor.
2. Contractor shall proof roll prepared subgrade as directed by Engineer. Unacceptable areas of subgrade shall be undercut and replaced as directed by Engineer. See Subgrade Undercut & Replacement Cross Section detail for additional requirements.



PROFILE
SCALE: HORIZ. 1in. = 40ft.
VERT. 1in. = 4ft.

BENCHMARK
DATUM BASED ON NGS OPUS SOLUTION REPORT, DATED NOVEMBER 6, 2023 AT 1:13 PM

BENCHMARK #200
NAIL IN CURB, LOCATED NEAR NORTH SIDE OF NORLYN DRIVE AND 50± FEET WEST OF N. HACKER RD.
ELEVATION = 977.31 (NAVD 88)

BENCHMARK #201
NAIL IN A GUARD RAIL POST, LOCATED NEAR THE WEST SIDE OF N. HACKER RD AND 212± FEET SOUTH OF NORLYN DRIVE.
ELEVATION = 978.82 (NAVD 88)

3 WORKING DAYS BEFORE YOU DIG
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CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:SVB	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

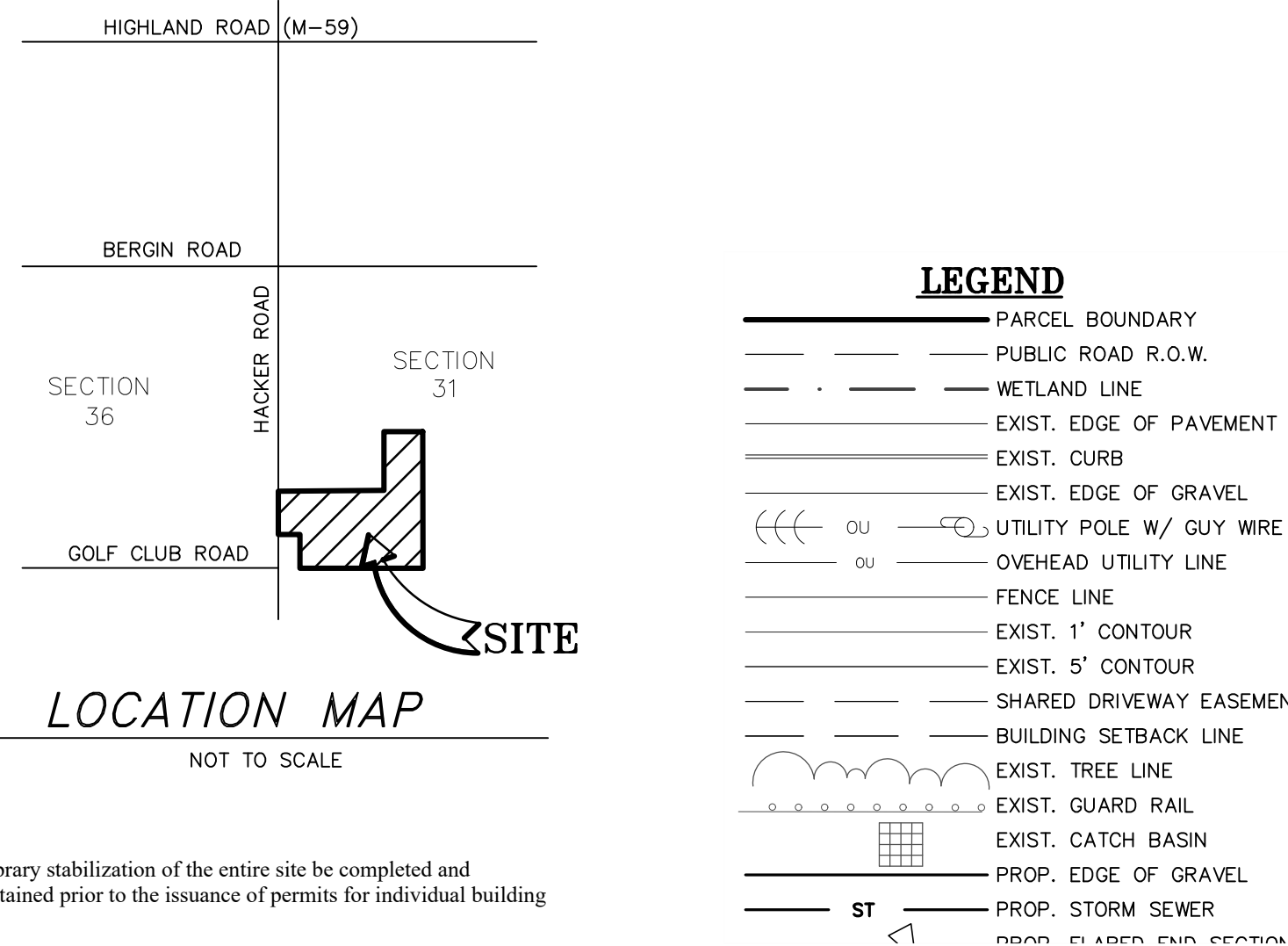
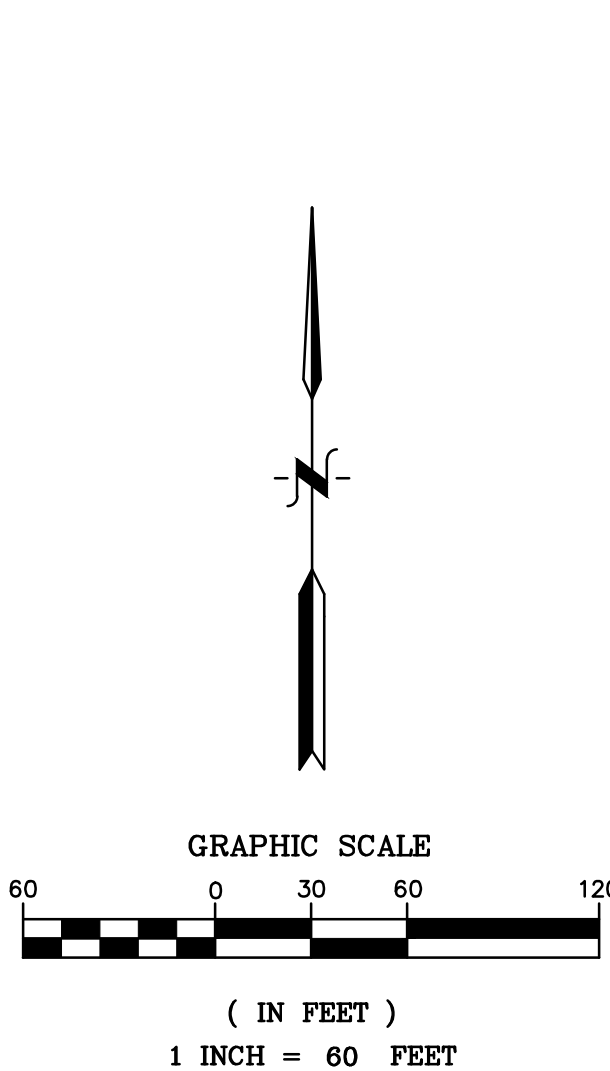
JR FOLDENAU
FARMS

PARCELS D & E
SHARED DRIVEWAY
PLAN & PROFILE

CLIENT:
J.R. FARMS LLC
737 ELMWOOD DR.
FENTON, MICHIGAN 48430

SCALE: 1in. = 40ft.
PROJECT No.: 214123
DWG NAME: 4123 DR
ISSUED: JULY 11, 2025

DR2



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DESIGN: SVB DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	JR FOLDENAUR FARMS	SHARED DRIVEWAY SOIL EROSION CONTROL PLAN	CLIENT:	SCALE: AS NOTED	SE1
									J.R. FARMS LLC	PROJECT No.: 214123	
									737 ELMWOOD DR.	DWG NAME: 4123 SE	
									FENTON, MICHIGAN 48430	ISSUED: JULY 11, 2025	

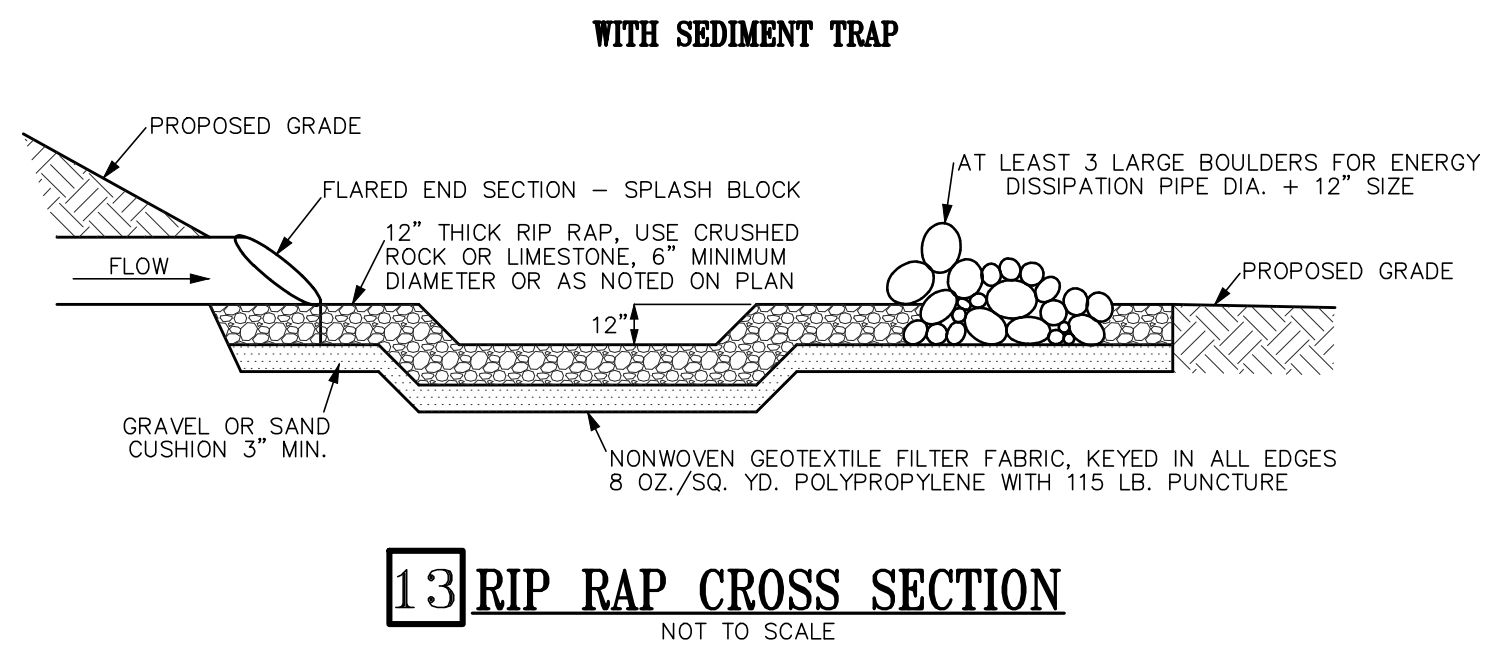
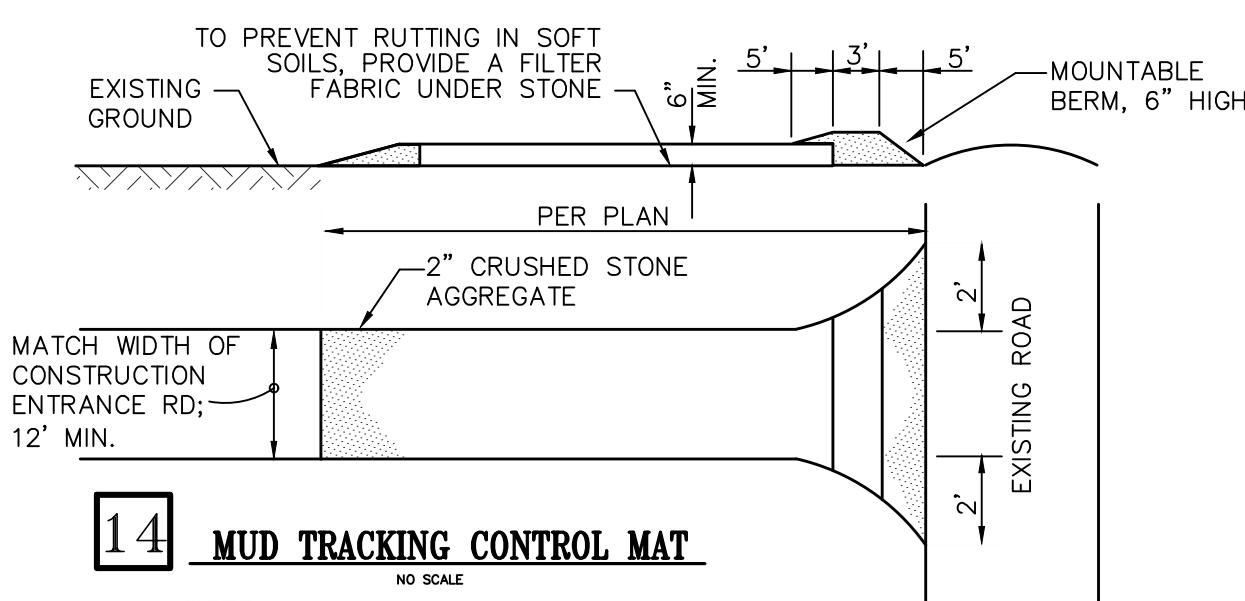
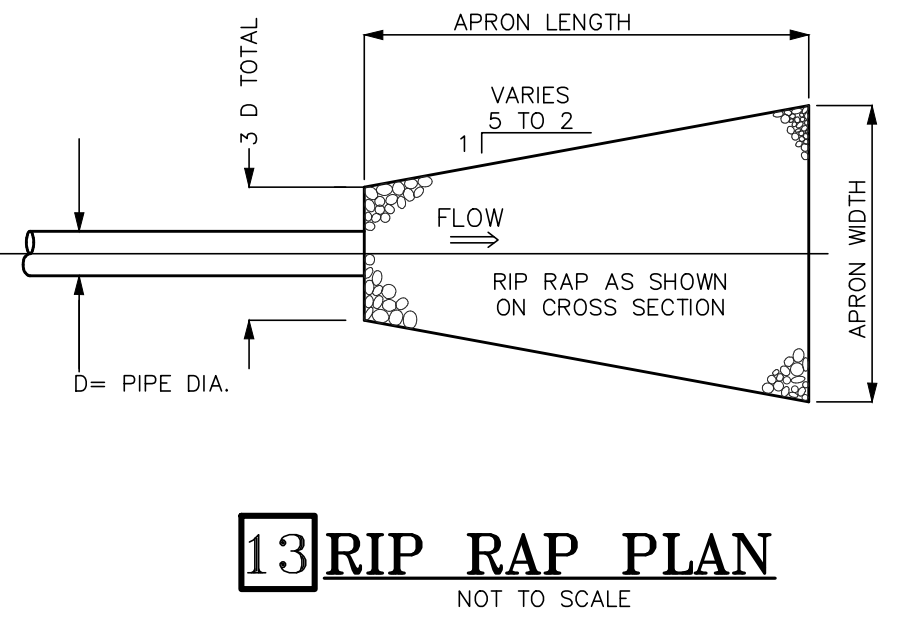
MIN. RIP RAP DIMENSIONS

PIPE DIAMETER (inch)	APRON LENGTH (feet)	(1) APRON		(2) ALTERNATE	
		WIDTH (feet)	WIDTH (feet)	APRON WIDTH (feet)	APRON WIDTH (feet)
12	12	8		16	
15	15	10		20	
18	18	12		24	
21	21	14		28	
24	24	16		32	
30	30	20		40	
36	36	24		48	
42	42	28		56	

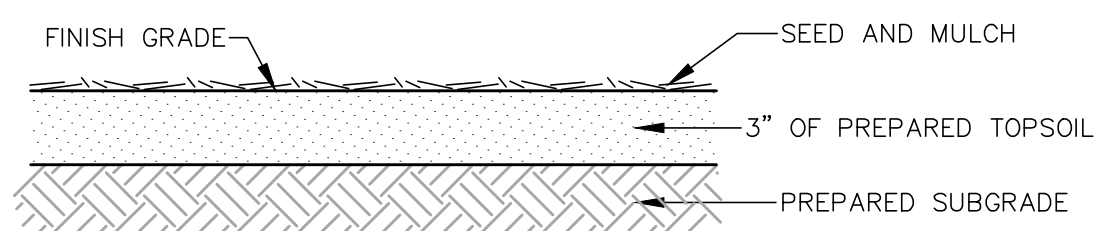
UNLESS SHOWN OTHERWISE ON PLANS.
May be varied to match natural
features; ie when meeting ex.
ditch, apron width to match
channel bottom extending up
sides to a depth of 1/2 pipe dia.

(1) APRON WIDTH FOR USE IN DITCHES
AND SWALES

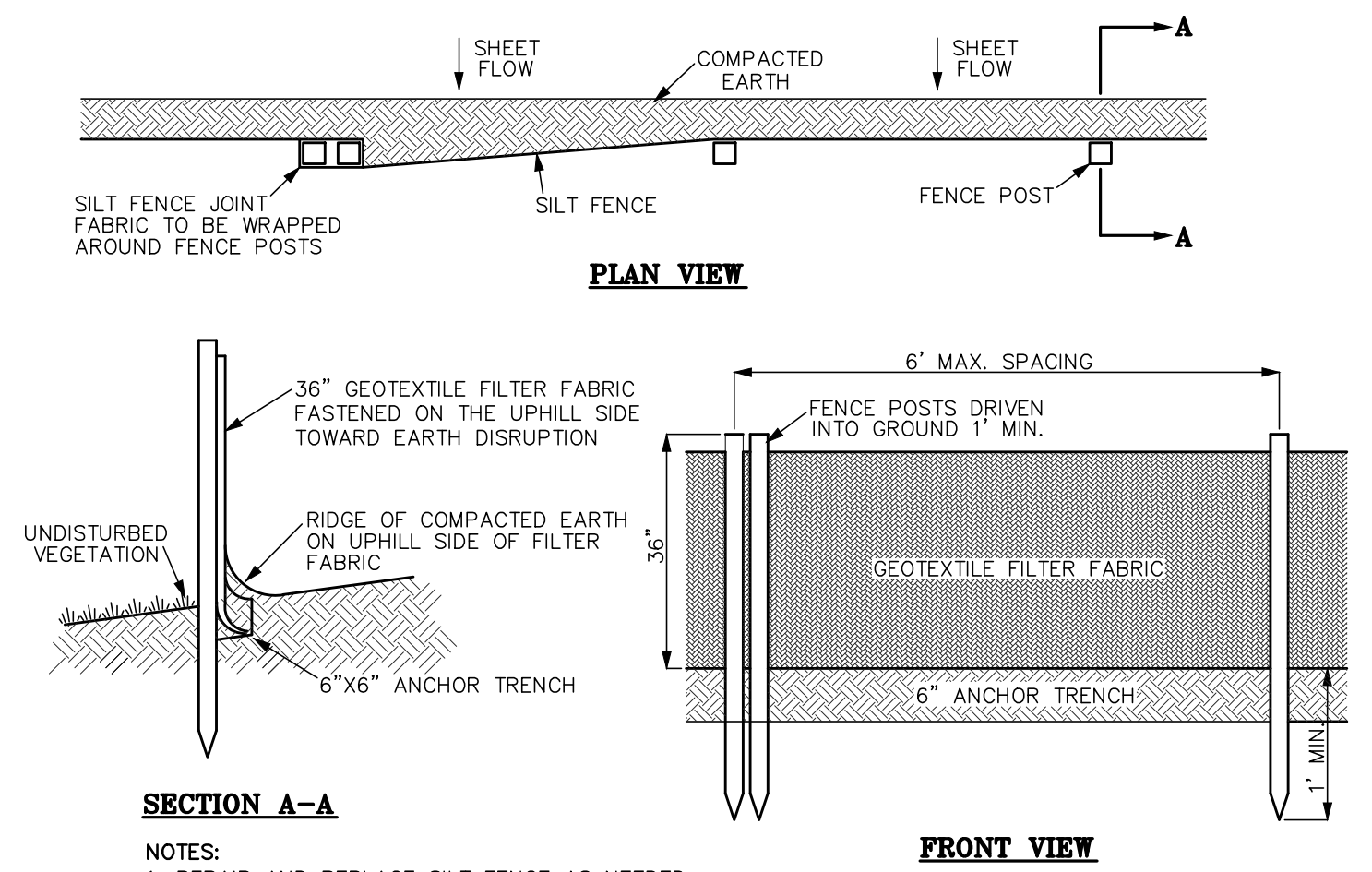
(2) APRON WIDTH FOR USE IN FLAT AREAS
WHERE SHEET FLOW DESIRED



- NOTES:
1. GROUT RIP RAP WITH A 6" THICK CEMENT SLURRY FOR SLOPES STEEPER THAN 20% 5 ON 1.
 2. PROVIDE ANIMAL GUARDS ON ALL STORM SEWER 15" DIA. OR GREATER, INCIDENTAL TO FES PIPE.



- 5P SEEDING DETAIL
- NOT TO SCALE
1. Seed mixture shall consist of
10% - Kentucky Blue Grass
20% - Perennial Ryegrass
30% - Hard Fescue
40% - Creeping Red Fescue
Seed shall be uniformly applied at a rate of 210 pounds per acre.
 2. Topsoil shall be a dark, organic, natural surface soil free of clay lumps, peat or muck, subsoil, noxious weeds or other foreign matter such as roots, sticks, rocks over 1/2" in diameter and not frozen or muddy. Material shall meet with approval of the Engineer.
 3. Straw mulching shall be a minimum depth of 3" applied at a rate of 1.5 to 2 tons per acre. All mulching must have a tie down, such as tackifier, net binding, etc.
 4. Fertilizer shall be evenly applied at a rate which will provide 150 pounds per acre of chemical fertilizer nutrients, in equal portions, (10-10-10), of Nitrogen, Phosphoric Acid and Potash.
 5. Hydroseeding is not acceptable for slopes exceeding 1%. In such cases, stabilization shall be done with seed and straw mulch with a tackifier.
 6. The earthen areas to receive topsoil shall be at the required grade and properly trimmed. Topsoil shall be spread on the prepared areas to a depth of 3 inches. After spreading, any large clods and lumps of topsoil shall be broken up and pulverized. Stones and rocks over 1/2" in diameter, roots, litter, and all foreign matter shall be raked up and disposed of by the contractor. Place topsoil only when it can be followed within a reasonable time by seeding operations.



- NOTES:
1. REPAIR AND REPLACE SILT FENCE AS NEEDED, INCIDENTAL.
 2. FIELD LOCATE SILT FENCE TO FOLLOW CONSTANT CONTOUR ELEVATIONS.
 3. OVERLAP FENCES AT JOINTS.
 4. INSTALL FILTER BERM AT LOW POINTS WHERE INDICATED ON PLANS.

55 SILT FENCE

NOT TO SCALE

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DRAFT: JHG						
CHECK: WMP						

JR FOLDENAUR
FARMS

SHARED DRIVEWAY
SOIL EROSION CONTROL
NOTES & DETAILS

CLIENT:	SCALE: NONE
J.R. FARMS LLC 737 ELMWOOD DR. FENTON, MICHIGAN 48430	PROJECT No.: 214123 DWG NAME: 4123 SE ISSUED: JULY 11, 2025

SE2

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