



Board of Trustees

William J. Fountain, Supervisor	Joseph W. Colaianne, Trustee
Larry N. Ciofu, Clerk	Matthew J. Germane, Trustee
Kathleen A. Horning, Treasurer	Glenn E. Harper, Trustee
	Joseph M. Petrucci, Trustee

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, October 20, 2020 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - [a.](#) Approve Payment of Bills
 - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
 7. Applicant
 - [a.](#) SP #20-003 Preliminary and Final Site Condominium Application for Rural King Condominium Request
 8. Pending & New Business
 - [a.](#) 2020-2022 Winter Maintenance Agreement
 - [b.](#) Township Manager Contract
 9. Board Reports
- [BRIEF RECESS]
10. Information / Discussion
 - a. Manager's Report
 - [b.](#) Mayberry Homes Development Update
 11. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: October 13, 2020

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$31,157.44. The bills are available in the Finance office for review.

Notable invoices include:

None

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY21 budget.

Attachments

Bills for 10.20.2020

10/14/2020 10:27 AM
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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 1/14

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

ABCOFFICE	ABC OFFICE	09/19/2020	091920	FOA	ELECTRIC LETTER OPENER WITH MAIL REC	
44148		10/20/2020		N		585.86
09/19/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		585.86

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-970.000	CAPITAL OUTLAY	585.86

VENDOR TOTAL: 585.86

ALLSTAR	ALLSTAR ALARM LLC	10/01/2020	293269	FOA	11/1/20 - 1/31/21 - MONITORING AT FI	
44174	8345 MAIN STREET	10/20/2020		N		246.00
10/01/2020	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		10/20/2020		Y		246.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-801.000	CONTRACTED SERVICES	246.00

ALLSTAR	ALLSTAR ALARM LLC	10/01/2020	293335	FOA	11/1/20 - 1/31/21 - MONITORING AT TO	
44175	8345 MAIN STREET	10/20/2020		N		717.00
10/01/2020	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		10/20/2020		Y		717.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	717.00

VENDOR TOTAL: 963.00

AMAZON.COM	AMAZON.COM	09/11/2020	112-7313191-2817	FOA	GARAGE DOOR REMOTE	
44150		10/20/2020		N		64.85
09/11/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		64.85

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	64.85

AMAZON.COM	AMAZON.COM	09/06/2020	112-7347054-3650	FOA	DESKTOP SPEAKERS	
44141		10/20/2020		N		19.99
09/06/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		19.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-740.000	OPERATING SUPPLIES	19.99

AMAZON.COM	AMAZON.COM	09/15/2020	113-4752044-6894	FOA	BATTERIES FOR BOARD ROOM MICS	
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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 2/14

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
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44156		10/20/2020		N		73.99
09/15/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		73.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-740.000	OPERATING SUPPLIES	73.99

AMAZON.COM	AMAZON.COM	09/20/2020	114-1946128-7795	FOA	WATERPROOF OUTDOOR LIGHTING FIXTURE	
44149		10/20/2020		N		99.98
09/20/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		99.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	99.98

AMAZON.COM	AMAZON.COM	08/31/2020	114-3716214-1493	FOA	FACE MASKS	
44151		10/20/2020		N		43.12
08/31/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		43.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	43.12

VENDOR TOTAL: 301.93

BFM	BRIGHTON FORD MERCURY	09/08/2020	090820	FOA	OIL CHANGE	
44146		10/20/2020		N		34.25
09/08/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		34.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-930.000	REPAIRS & MAINTENANCE	34.25

VENDOR TOTAL: 34.25

CINTAS	CINTAS CORPORATION	10/05/2020	4063476523	FOA	MATS	
44178	P.O. BOX 630910	10/20/2020		N		50.84
10/05/2020	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		10/20/2020		N		50.84

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	50.84

VENDOR TOTAL: 50.84

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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 3/14

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		Due Date		1099		

COMCAST	COMCAST CABLE	09/03/2020	090320	FOA	SEPT 2020 INTERNET/PHONE @ WTP	
44143	P.O. BOX 7500	10/20/2020		N		182.46
09/03/2020	SOUTHEASTERN PA, 19398-7500	/ /	0.0000	N		0.00
		10/20/2020		N		182.46

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-851.000	TELEPHONE	66.24
536-000-805.000	INTERNET	116.22
		<hr/> 182.46

COMCAST	COMCAST CABLE	09/06/2020	090620	FOA	SEPT 2020 CABLE/INTERNET @ TOWNSHIP	
44142	P.O. BOX 7500	10/20/2020		N		270.00
09/06/2020	SOUTHEASTERN PA, 19398-7500	/ /	0.0000	N		0.00
		10/20/2020		N		270.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-805.000	INTERNET	178.35
577-000-806.000	CABLE TV FEES	91.65
		<hr/> 270.00

VENDOR TOTAL:

452.46

CONSUMER	CONSUMERS ENERGY	10/07/2020	203409292616	FOA	OCTOBER 2020 - WTP	
44210	PO BOX 740309	10/20/2020		N		35.12
10/07/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		10/20/2020		N		35.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-920.001	UTILITIES - GAS	35.12

CONSUMER	CONSUMERS ENERGY	10/05/2020	205278066314	FOA	OCTOBER 2020 - TOWNSHIP HALL	
44197	PO BOX 740309	10/20/2020		N		45.44
10/05/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		10/20/2020		N		45.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.001	UTILITIES - GAS	45.44

CONSUMER	CONSUMERS ENERGY	10/02/2020	205634012807	FOA	OCTOBER 2020 - HERO TEEN CENTER	
44198	PO BOX 740309	10/20/2020		N		17.20
10/02/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		10/20/2020		N		17.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
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BOTH JOURNALIZED AND UNJOURNALIZED

Page: 4/14

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

101-265-920.001	UTILITIES - GAS				17.20	
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VENDOR TOTAL: 97.76

COSTCO	COSTCO	09/17/2020	091720	FOA	SNACKS FOR CHAMBER GOLF OUTING SPONS	
44138		10/20/2020		N		35.94
09/17/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		35.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-956.000	SPECIAL EVENTS	35.94

VENDOR TOTAL: 35.94

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	10/01/2020	73511	FOA	OCT 2020 TRASH PICK-UP AT ALL PARKS	
44171	PO BOX 241	10/20/2020		N		300.00
10/01/2020	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		10/20/2020		Y		300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	300.00

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	10/01/2020	73520	FOA	CLEAN UP DAY LABORERS & GARBAGE TRUC	
44212	PO BOX 241	10/20/2020		N		2,700.00
10/01/2020	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		10/20/2020		Y		2,700.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	2,700.00

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	10/05/2020	74065	FOA	NOV 20 - JAN 2021 TRASH PICKUP AT T	
44177	PO BOX 241	10/20/2020		N		184.00
10/05/2020	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		10/20/2020		Y		184.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	184.00

VENDOR TOTAL: 3,184.00

0071	DTE ENERGY-STREET LIGHTS	09/30/2020	200282412649	FOA	SEPT 2020 STREETLIGHTS INCL MILLPOIN	
44180		10/20/2020		N		1,298.31
	P.O. BOX 630795					
09/30/2020	CINCINNATI OH, 45263-0795	/ /	0.0000	N		0.00
		10/20/2020		N		1,298.31

Open

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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 5/14

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

GL NUMBER	DESCRIPTION	AMOUNT
101-448-921.000	STREET LIGHTS	1,026.33
701-000-290.400	MILPOINT STREET LIGHT ESCROW	249.69
701-000-290.410	FIDDLERS GROVE STREETLIGHT	22.29
		<u>1,298.31</u>

VENDOR TOTAL: 1,298.31

ERR	ENVIRONMENTAL RUBBER RECYCLING	10/07/2020	10925	FOA	90 YARDS RUBBER - CLEAN UP DAY	
44211	6515 NORTH DORT HIGHWAY	10/20/2020		N		1,800.00
10/07/2020	FLINT MI, 48505	/ /	0.0000	N		0.00
		10/20/2020		N		1,800.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	1,800.00

VENDOR TOTAL: 1,800.00

ETNA	ETNA SUPPLY COMPANY	09/08/2020	S103681239.001	FOA	TOLIETS/URINALS	
44052	P.O. BOX 772107	10/20/2020		N		1,225.75
09/08/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		10/20/2020		N		1,225.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	1,225.75

ETNA	ETNA SUPPLY COMPANY	09/15/2020	S103681239.002	FOA	FLUSH VALVE, CLOSET SPUD	
44080	P.O. BOX 772107	10/20/2020		N		234.20
09/15/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		10/20/2020		N		234.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	234.20

ETNA	ETNA SUPPLY COMPANY	09/22/2020	S103682951.002	FOA	SPRANGER BATHROOM	
44110	P.O. BOX 772107	10/20/2020		N		324.00
09/22/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		10/20/2020		N		324.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	324.00

ETNA	ETNA SUPPLY COMPANY	09/15/2020	S103692671.001	FOA	URINAL FLUSH VALVE	
44081	P.O. BOX 772107	10/20/2020		N		(139.00)
09/15/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00

10/14/2020 10:27 AM
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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 6/14

Vendor Code	Vendor name	BOTH OPEN AND PAID	Bank	Invoice Description	Gross Amount
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Invoice Date	City/State/Zip	CK Run Date	Sep CK		Net Amount
		Disc. Date	1099		
		Due Date			

Open		10/20/2020	N		(139.00)
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GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	(139.00)

ETNA	ETNA SUPPLY COMPANY	09/15/2020	S103692679.001	FOA	TOP SPUD	
44082	P.O. BOX 772107	10/20/2020		N		172.19
09/15/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		10/20/2020		N		172.19

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	172.19

ETNA	ETNA SUPPLY COMPANY	09/15/2020	S103692690.001	FOA	CLOSET SPUD	
44083	P.O. BOX 772107	10/20/2020		N		18.20
09/15/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		10/20/2020		N		18.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	18.20

ETNA	ETNA SUPPLY COMPANY	09/22/2020	S103702469.001	FOA	SPRANGER BATHROOM - RETURN	
44111	P.O. BOX 772107	10/20/2020		N		(151.00)
09/22/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		10/20/2020		N		(151.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	(151.00)

VENDOR TOTAL: 1,684.34

GFL	GFL ENVIRONMENTAL	09/30/2020	46425298	FOA	CLEANUP DAY EVENT/ROLL OFF AT WTP	
44196	P.O. BOX 791519	10/20/2020		N		6,395.90
09/30/2020	BALTIMORE MD, 21279-1519	/ /	0.0000	N		0.00
		10/20/2020		N		6,395.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	350.00
101-441-801.000	CONTRACTED SERVICES	6,045.90
		6,395.90

VENDOR TOTAL: 6,395.90

GIFFELS	GIFFELS WEBSTER	09/30/2020	122100	FOA	CLEARZONING UPDATES	
44193	28 W ADAMS, STE 1200	10/20/2020		N		750.00

10/14/2020 10:27 AM
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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 7/14

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
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09/30/2020	DETROIT MI, 48226	/ /	0.0000	N		0.00
		10/20/2020		N		750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.000	CONTRACTED SERVICES	750.00

VENDOR TOTAL: 750.00

GODADDY	GO DADDY	09/11/2020	1745594444	FOA	HARTLANDWATER.COM RENEWAL	
44152		10/20/2020		N		25.00
09/11/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		25.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-900.000	PRINTING & PUBLICATIONS	25.00

VENDOR TOTAL: 25.00

6325	HARTLAND AREA CHAMBER OF COM.	09/22/2020	092220	FOA	FIRE/FLANNEL REGISTRATION - K. HORNI	
44137	9525 E HIGHLAND RD	10/20/2020		N		15.00
09/22/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		10/20/2020		N		15.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-957.000	EDUCATION/TRAINING/CONVENTION	15.00

VENDOR TOTAL: 15.00

0150	HARTLAND CONSOLIDATED SCHOOLS	10/07/2020	172603	FOA	SEPT 2020 FUEL	
44209	9525 E HIGHLAND ROAD	10/20/2020		N		303.07
10/07/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		10/20/2020		N		303.07

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-860.000	GASOLINE	25.06
536-000-860.000	GASOLINE	278.01
		303.07

VENDOR TOTAL: 303.07

0001	HARTLAND TOWNSHIP GENERAL FUND	09/30/2020	100520	FOA	JULY - SEPT 2020 DOG LICENSE PMTS	
44181		10/20/2020		N		63.00
10/05/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		63.00

Open

10/14/2020 10:27 AM
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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 8/14

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
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GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.250	DOG LICENSES ESCROW	63.00

VENDOR TOTAL: 63.00

HARTTREASU	HARTLAND TOWNSHIP TREASURER	10/07/2020	10372 3RDQTR2020	FOA	3RD QTR 2020 UB - MEDIANS	
44188	2655 CLARK RD	10/20/2020		N		3,861.35
10/07/2020	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		10/20/2020		N		3,861.35

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-920.005	UTILITIES - WATER	3,861.35

HARTTREASU	HARTLAND TOWNSHIP TREASURER	10/07/2020	2655-00 3RDQTR20	FOA	3RD QTR 2020 UB - TOWNSHIP HALL DOME	
44189	2655 CLARK RD	10/20/2020		N		397.83
10/07/2020	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		10/20/2020		N		397.83

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.005	UTILITIES - WATER	397.83

HARTTREASU	HARTLAND TOWNSHIP TREASURER	10/07/2020	2655-01 3RDQTR20	FOA	3RD QTR 2020 UB - TOWNSHIP HALL IRRI	
44190	2655 CLARK RD	10/20/2020		N		1,542.66
10/07/2020	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		10/20/2020		N		1,542.66

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.005	UTILITIES - WATER	1,542.66

HARTTREASU	HARTLAND TOWNSHIP TREASURER	10/07/2020	3191 3RDQTR2020	FOA	3RD QTR 2020 UB - HERO TEEN CENTER	
44191	2655 CLARK RD	10/20/2020		N		243.30
10/07/2020	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		10/20/2020		N		243.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.004	UTILITIES - SEWER	122.48
101-265-920.005	UTILITIES - WATER	120.82
		243.30

HARTTREASU	HARTLAND TOWNSHIP TREASURER	10/07/2020	9751 3RDQTR2020	FOA	3RD QTR 2020 UB - WATER TREATMENT PL	
44192	2655 CLARK RD	10/20/2020		N		835.40
10/07/2020	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		10/20/2020		N		835.40

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10/14/2020 10:27 AM
User: SUSANC
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EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 9/14

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Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
536-000-920.004	UTILITIES - SEWER	835.40
HARTTREASU	HARTLAND TOWNSHIP TREASURER	10/07/2020
44187	2655 CLARK RD	10/20/2020
10/07/2020	HARTLAND MI, 48353	/ / 0.0000
		10/20/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-920.004	UTILITIES - SEWER	126.74

VENDOR TOTAL: 7,007.28

JCIJONES	JCI JONES CHEMICALS, INC	09/29/2020	834085	FOA	800 GALLONS HYPOCHLORITE SOLUTION	
44170	MSC#729	10/20/2020		N		2,019.20
	P.O. BOX 830674					
09/29/2020	BIRMINGHAM AL, 35283-0674	/ /	0.0000	N		0.00
		10/20/2020		Y		2,019.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.001	WATER TREAT. CHEMICALS	2,019.20

VENDOR TOTAL: 2,019.20

JIMMYJOHNS	JIMMY JOHN'S	08/28/2020	082820	FOA	FOOD FOR MANAGER INTERVIEWS	
44145		10/20/2020		N		92.00
08/28/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		92.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	92.00

VENDOR TOTAL: 92.00

KROGER	KROGER	09/24/2020	092420	FOA	ROSES FOR STATE OF TWP VIDEO	
44133		10/20/2020		N		10.00
09/24/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		10.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-956.000	SPECIAL EVENTS	10.00

VENDOR TOTAL: 10.00

0220	LIVINGSTON COUNTY TREASURER	09/30/2020	100520	FOA	JULY - SEPT 2020 DOG LICENSE PMTS	
44182	200 E. GRAND RIVER	10/20/2020		N		812.00

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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 10/14

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

10/05/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		10/20/2020		N		812.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.250	DOG LICENSES ESCROW	812.00

VENDOR TOTAL: 812.00

MASTERS	MASTERS TELECOM LLC	08/31/2020	083120	FOA	APRIL - AUGUST 2020 FAX SERVICE	
44157		10/20/2020		N		89.75
08/31/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		89.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	89.75

MASTERS	MASTERS TELECOM LLC	09/24/2020	6642	FOA	SEPT 2020 FAX SERVICE	
44155		10/20/2020		N		17.95
09/24/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		17.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	17.95

VENDOR TOTAL: 107.70

MGFOA	MGFOA	09/16/2020	091620	FOA	MEMBERSHIP DUES	
44208	4020 COPPER VIEW STE 130	10/20/2020		N		120.00
09/16/2020	TRAVERSE CITY MI, 49684	/ /	0.0000	N		0.00
		10/20/2020		N		120.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-804.000	MEMBERSHIP & DUES	120.00

VENDOR TOTAL: 120.00

MMTA	MICHIGAN MUNICIPAL TREASURERS ASSOC	10/01/2020	2676	FOA	MEMBERSHIP RENEWAL THRU 12/31/21	
44176		10/20/2020		N		150.00
	PO BOX 324					
10/01/2020	TAWAS CITY MI, 48764	/ /	0.0000	N		0.00
		10/20/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-804.000	MEMBERSHIP & DUES	150.00

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 11/14

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

VENDOR TOTAL: 150.00

ORKIN	ORKIN	09/21/2020	202073067	FOA	PEST CONTROL @ TOWNSHIP HALL	
44173	21068 BRIDGE ST.	10/20/2020		N		66.85
09/21/2020	SOUTHFIELD MI, 48034	/ /	0.0000	N		0.00
		10/20/2020		Y		66.85

Open

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

VENDOR TOTAL: 66.85

0172	PLANNING & ZONING CENTER, INC.	10/06/2020	100620	FOA	14 COPIES P&Z NEWS	
44195	4337 E GRAND RIVER, #257	10/20/2020		N		370.00
10/06/2020	HOWELL MI, 48843-6583	/ /	0.0000	N		0.00
		10/20/2020		N		370.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-900.000	PRINTING & PUBLICATIONS	370.00

VENDOR TOTAL: 370.00

REALCOMP	REALCOMP	09/01/2020	322821	FOA	QTRLY USER FEES	
44134		10/20/2020		N		201.00
09/01/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		201.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-804.000	MEMBERSHIP & DUES	201.00

VENDOR TOTAL: 201.00

RBL	REALITY-BASED LEADERSHIP	08/28/2020	082820	FOA	SEPT 2020	
44144		10/20/2020		N		27.00
08/28/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		27.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-957.000	EDUCATION/TRAINING/CONVENTION	27.00

VENDOR TOTAL: 27.00

RURALKING	RURAL KING	09/14/2020	091420	FOA	SWEATSHIRTS	
44140		10/20/2020		N		114.98
09/14/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		114.98

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 12/14

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

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	114.98

VENDOR TOTAL: 114.98

SHUTTERSTO	SHUTTERSTOCK.COM	10/01/2020	091520	FOA	OCTOBER 2020	
44139		10/20/2020		N		29.00
09/15/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		29.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	29.00

VENDOR TOTAL: 29.00

STAPLES	STAPLES	10/03/2020	8059884773	FOA	MISC SUPPLIES	
44183	PO BOX 660409	10/20/2020		N		84.74
10/03/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		10/20/2020		N		84.74

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-727.000	SUPPLIES & POSTAGE	56.61
101-299-727.000	SUPPLIES & POSTAGE	28.13
		84.74

STAPLES	STAPLES	10/10/2020	8059962768	FOA	MISC SUPPLIES	
44199	PO BOX 660409	10/20/2020		N		41.90
10/10/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		10/20/2020		N		41.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-727.000	SUPPLIES & POSTAGE	6.44
101-265-740.000	OPERATING SUPPLIES	7.92
101-172-727.000	SUPPLIES & POSTAGE	5.85
101-191-727.000	SUPPLIES & POSTAGE	21.69
101-400-727.000	SUPPLIES & POSTAGE	(8.97)
101-400-727.000	SUPPLIES & POSTAGE	8.97
		41.90

VENDOR TOTAL: 126.64

TARGET STO	TARGET	09/24/2020	092420	FOA	STATIONERY FOR STATE OF THE TWP VIDE	
44135		10/20/2020		N		19.99
09/24/2020	,	/ /	0.0000	N		0.00

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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 13/14

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

Open		10/20/2020	N		19.99
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GL NUMBER	DESCRIPTION	AMOUNT
101-577-956.000	SPECIAL EVENTS	19.99

VENDOR TOTAL: 19.99

TENENZ	TENENZ	08/31/2020	T474834	FOA	11" GREEN 13 COLUMN PAD	
44147		10/20/2020		N		76.74
08/31/2020	,	/ /	0.0000	N		0.00
		10/20/2020		N		76.74

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-727.000	SUPPLIES & POSTAGE	76.74

VENDOR TOTAL: 76.74

WOOD	WOOD ENVIRONMENT & INFRASTRUCTURE	10/08/2020	H06102699	FOA	WWTP MONITORING THRU 9/18/20	
44194	P.O. BOX 74008618	10/20/2020		N		1,766.40
10/08/2020	CHICAGO IL, 60674-8618	/ /	0.0000	N		0.00
		10/20/2020		N		1,766.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.007	TREATMENT PLANT SAMPLING	1,766.40

VENDOR TOTAL: 1,766.40

ZOOM	ZOOM VIDEO COMMUNICATIONS INC.	09/06/2020	090620	FOA	SEPT 2020	
44158	55 ALMADEN BLVD, 6TH FLOOR	10/20/2020		N		15.89
09/06/2020	SAN JOSE CA, 95113	/ /	0.0000	N		0.00
		10/20/2020		N		15.89

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	15.89

ZOOM	ZOOM VIDEO COMMUNICATIONS INC.	09/22/2020	092220	FOA	SALES TAX CREDIT	
44136	55 ALMADEN BLVD, 6TH FLOOR	10/20/2020		N		(15.89)
09/22/2020	SAN JOSE CA, 95113	/ /	0.0000	N		0.00
		10/20/2020		N		(15.89)

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	(15.89)

VENDOR TOTAL: 0.00

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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 10/20/2020 - 10/20/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 14/14

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

TOTAL - ALL VENDORS:	31,157.44
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FUND TOTALS:

Fund 101 - GENERAL FUND	23,731.13
Fund 206 - FIRE OPERATING	246.00
Fund 401 - CAPITAL PROJECTS FUND	1,784.32
Fund 536 - WATER SYSTEM FUND	3,905.02
Fund 577 - CABLE TV FUND	343.99
Fund 701 - TRUST AND AGENCY	1,146.98

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: October 13, 2020

Recommended Action

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

Discussion

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

Accounts Payable – \$1,278,986.22

October 15, 2020 Payroll - \$64,001.99

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY21 budget.

Attachments

Post Audit Bills List 10.01.2020

Post Audit Bills List 10.07.2020

Post Audit Bills List 10.08.2020

Payroll for 10.15.2020

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 10/01/2020 - 10/01/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/01/2020	FOA	40700	AT&T	TELEPHONE	101-265-851.000	254.36
10/01/2020	FOA	40701	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	536-000-740.000	53.18
10/01/2020	FOA	40702	LOWES BUSINESS ACCT/SYNCB	SPRANGER FIELD	401-751-970.006	338.59
10/01/2020	FOA	40703	VERIZON WIRELESS	TELEPHONE	101-265-851.000	580.29
		40703		CONTRACTED SERVICES & RENTALS	577-000-801.000	354.55
		40703		INTERNET	577-000-805.000	24.84
						<hr/> 959.68
TOTAL - ALL FUNDS				TOTAL OF 4 CHECKS		1,605.81

--- GL TOTALS ---

101-265-851.000	TELEPHONE	834.65
401-751-970.006	SPRANGER FIELD	338.59
536-000-740.000	OPERATING SUPPLIES	53.18
577-000-801.000	CONTRACTED SERVICES & RENTALS	354.55
577-000-805.000	INTERNET	24.84
	TOTAL	1,605.81

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/07/2020	FOA	40739	POSTMASTER	SUPPLIES/POSTAGE	536-000-727.000	297.85
		40739		SUPPLIES & POSTAGE	590-000-727.000	297.85
						<hr/> 595.70
TOTAL - ALL FUNDS				TOTAL OF 1 CHECKS	595.70	
--- GL TOTALS ---						
536-000-727.000				SUPPLIES/POSTAGE	297.85	
590-000-727.000				SUPPLIES & POSTAGE	297.85	
				TOTAL	595.70	

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 10/08/2020 - 10/08/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/08/2020	FOA	40740	CONSUMERS ENERGY	STREET LIGHTS	101-448-921.000	147.89
		40740		UTILITIES - ELECTRIC	206-000-920.002	43.11
						<hr/> 191.00
10/08/2020	FOA	40741	DTE ENERGY	UTILITIES - ELECTRIC	101-751-920.002	43.71
10/08/2020	FOA	40742	JENNIFER M. NASH	CURRENT PORTION BONDS PAYABLE	595-000-203.002	1,175,000.00
		40742		SERIES 2016 REFUNDING BOND INTEREST	595-000-997.007	101,550.00
						<hr/> 1,276,550.00
TOTAL - ALL FUNDS				TOTAL OF 3 CHECKS		1,276,784.71

--- GL TOTALS ---

101-448-921.000	STREET LIGHTS	147.89
101-751-920.002	UTILITIES - ELECTRIC	43.71
206-000-920.002	UTILITIES - ELECTRIC	43.11
595-000-203.002	CURRENT PORTION BONDS PAYABLE	1,175,000.00
595-000-997.007	SERIES 2016 REFUNDING BOND INTEREST	101,550.00
	TOTAL	1,276,784.71

Check Register Report For Hartland Township
For Check Dates 10/15/2020 to 10/15/2020

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/15/2020	FOA	16837	GOODWIN, DENNIS R	207.48	161.29	0.00	Open
10/15/2020	FOA	16838	ICMA VANTAGEPOINT TRANSFER AGENT	1,277.95	1,277.95	0.00	Open
10/15/2020	FOA	16839	ICMA VANTAGEPOINT TRANSFER AGENT	3,544.24	3,544.24	0.00	Open
10/15/2020	FOA	16840	ICMA VANTAGEPOINT TRANSFER AGENT	1,180.51	1,180.51	0.00	Open
10/15/2020	FOA	DD6770	BAGDON, KELLY M	1,722.83	0.00	1,206.66	Cleared
10/15/2020	FOA	DD6771	BEAUDOIN, DIANA K	1,638.45	0.00	1,381.87	Cleared
10/15/2020	FOA	DD6772	BERNARDI, MELYNDA A	1,400.97	0.00	1,080.50	Cleared
10/15/2020	FOA	DD6773	BROOKS, TYLER J	2,036.85	0.00	1,455.54	Cleared
10/15/2020	FOA	DD6774	CASE, SUSAN E	1,728.03	0.00	1,148.02	Cleared
10/15/2020	FOA	DD6775	CIOFU, LARRY N	2,983.33	0.00	2,197.64	Cleared
10/15/2020	FOA	DD6776	COBB, SUSAN M	41.98	0.00	36.98	Cleared
10/15/2020	FOA	DD6777	DRYDEN-HOGAN, SUSAN A	3,291.57	0.00	2,348.86	Cleared
10/15/2020	FOA	DD6778	HEASLIP, JAMES B	2,938.79	0.00	1,740.39	Cleared
10/15/2020	FOA	DD6779	HORNING, KATHLEEN A	2,983.33	0.00	2,085.35	Cleared
10/15/2020	FOA	DD6780	JOHNSON, LISA	2,005.84	0.00	1,404.46	Cleared
10/15/2020	FOA	DD6781	KLINE, CORI L	391.07	0.00	344.53	Cleared
10/15/2020	FOA	DD6782	KUMAR, ANDREW M	1,870.68	0.00	1,351.76	Cleared
10/15/2020	FOA	DD6783	LANGER, TROY D	3,283.12	0.00	2,315.78	Cleared
10/15/2020	FOA	DD6784	LOUIS, CASEY	757.90	0.00	467.83	Cleared
10/15/2020	FOA	DD6785	MITCHELL, KYLE J	2,150.80	0.00	1,662.40	Cleared
10/15/2020	FOA	DD6786	MORGANROTH, CAROL L	1,765.41	0.00	1,359.69	Cleared
10/15/2020	FOA	DD6787	SHOLLACK, DONNA M	1,867.13	0.00	1,354.55	Cleared
10/15/2020	FOA	DD6788	VERMILLION, KAREN L	1,815.85	0.00	1,336.39	Cleared
10/15/2020	FOA	DD6789	VETTRAINO, ALEXANDER D	764.75	0.00	639.13	Cleared
10/15/2020	FOA	DD6790	WEST, ROBERT M	3,332.36	0.00	2,165.25	Cleared
10/15/2020	FOA	DD6791	WYATT, MARTHA K	2,830.06	0.00	2,037.54	Cleared
10/15/2020	FOA	EFT559	HSA EMPLOYER CONTRIBUTIONS	3,600.00	3,600.00	0.00	Cleared
10/15/2020	FOA	EFT560	FEDERAL TAX DEPOSIT	10,590.71	10,590.71	0.00	Cleared

Totals:	Number of Checks: 028	64,001.99	20,354.70	31,121.12
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Total Physical Checks:	4
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Total Check Stubs:	24
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Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: SP #20-003 Preliminary and Final Site Condominium Application for Rural King Condominium Request

Date: October 13, 2020

Recommended Action

Move to Approved as outlined in the Staff Memorandum, dated October 13, 2020.

Recommended motion for Site Plan Application #20-003 (Approval of Preliminary and Final Site Condominium Application for Rural King)

Move to recommend approval of the Preliminary and Final Site Condominium Application #20-003, a request to permit two (2) commercial units in the existing building currently addressed as 10400 Highland Road, as part of the Hartland Marketplace Planned Development. Approval is subject to the following conditions:

1. The condominium documents shall comply with the requirements of the Township Attorney.
2. (Any other conditions the Planning Commission deems necessary).

Discussion

Applicant: Rural King

Site Description

The subject site, addressed as 10400 Highland Road, is located east of Blaine Road and south of Highland Road in Section 28 of Hartland Township (Tax ID #4708-28-200-025). The approximate 26.9-acre site is zoned PD-Planned Development.

Background Information

The site is part of the Hartland Marketplace shopping center, which was approved as a Planned Development (PD) in 2007 under Site Plan #424. The original project included the subject parcel, which was originally occupied by Walmart, and the parcel to the east which includes two multi-tenant retail buildings, a vacant retail building, and several vacant outlots (Tax ID #4708-28-3200-024).

The Walmart building was constructed in 2009 under Land Use Permit #7899. Walmart occupied the building until 2016. The Walmart property was acquired by ABG Bedford, LLC in 2016 (Rural King). Rural King submitted a site plan application (SP #543) in 2016, with a request to amend the previously approved site plan to remodel the interior of the building as well as add outdoor display areas. Rural King intended to divide the interior space into two (2) tenant spaces, and occupy the west portion of the building, approximately 189,055 square feet. The east side of the building, approximately 75,000 square feet, was for a future tenant. SP #543 was approved by the Planning Commission on November 17, 2016.

In 2016, under Land Use Permit #9293, an interior demising wall was constructed to create two (2) tenant spaces.

In January 2017 Rural King was approved to construct the outdoor display areas and occupy the building under Land Use Permit #17-006.

In 2018 Rural King was approved to modify the interior demising wall at the rear of the building, under Land Use Permit #18-068. The intent was to provide Noble Appliance additional floor space to provide access to their loading dock.

Noble Appliance was approved for an interior remodel of their tenant space (east side of the building) under Land Use Permit #18-076. Noble Appliance was also reviewed under Zoning Compliance Certificate application #18-003, as a new business to occupy the east side of the building. In January 2020 Noble Appliance requested to modify their floor plan that was previously approved under Land Use Permit #18-076. The revised floor plan was approved under Land Use Permit #20-010 on September 22, 2020.

The Planning Commission recommended approval of the Preliminary and Final Site Condominium project at the October 8, 2020 regular meeting.

Request

The applicant has submitted an application requesting to establish two (2) condominium units within the existing building currently addressed as 10400 Highland Road. The building is already divided into two adjoining units, separated by one demising wall. The intention is to keep the existing tenant spaces as they are currently configured and transition the two tenant spaces into two condominium units. Each condominium unit is intended for separate ownership and use.

The proposed plan identifies the location of the units, unit area, general common element, and limited common element (Condominium Subdivision Plan (Exhibit B)). The applicant has submitted the draft Master Deed and exhibits as part of the application.

Approval Procedure

Condominium Development Standards are outlined in Section 6.3 of the Township's Zoning Ordinance. Condominium plans require a two-step process: Preliminary Approval and Final Approval.

Preliminary Approval

In a typical scenario, a full site plan and impact assessment are submitted for Preliminary Approval. The Planning Commission would review the site plan following the procedures of Section 6.1 (Site Plan Review). Upon review of the site plan application and condominium plan, the Planning Commission makes a recommendation to the Township Board to approve, approve with conditions or deny.

In this application, the site plan was previously approved. There is no site plan that is part of this condominium request.

Final Approval

If Preliminary Approval is granted by the Township Board, an application for Final Approval must be submitted within one (1) year after the date of Preliminary Approval by the Township Board, or such Preliminary Approval shall be deemed null and void. The applicant shall submit the final condominium site plan and accompanying documentation, including a copy of the proposed Master Deed and all information required by the Condominium Act.

The Planning Commission reviews the site plan and documents to determine if the final plan is consistent with the preliminary site plan and fully complies with the Township and State of Michigan condominium

development requirements. The Planning Commission makes a recommendation to the Township Board to approve or deny the request for final approval of the condominium plan.

After receipt of a recommendation from the Planning Commission, the Township Board reviews the final site plan and related documents and approve, approve with conditions or deny the request for final approval.

In this case, the subject site is already developed and review of the site plan for compliance with Section 6.1 is not required. The applicant has provided the required condominium documents for the Final Approval request.

Given that the site plan does not need a review for compliance and documents for the site condominium application have been submitted, the suggested approval procedure for this request is to have the Planning Commission make recommendations to the Township Board to approve, approve with conditions, or deny for both Preliminary Approval and Final Approval.

The Township Attorney has reviewed the condominium documents and the applicant addressed their comments in the attached documents.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Attachments

1. 10400 Highland Road Condominiums Filing – PDF version provided
2. Confidential – Third Review of Condominium Documents – PDF version provided

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2020 Planning Commission Activity\Site Plan Applications\SP #20-003 Rural King Condo Plan\Staff reports\SP #20-003 staff report 10.01.2020.docx

10400 HIGHLAND ROAD CONDOMINIUMS

Master Deed and Exhibits



 **MERITAS** LAW FIRMS WORLDWIDE

300 RIVER PLACE, SUITE 3000
DETROIT, MICHIGAN 48207-4225

1900 W. BIG BEAVER ROAD, SUITE 203
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MASTER DEED

10400 HIGHLAND ROAD CONDOMINIUMS

This Master Deed is made and executed on this _____ day of _____, 2020, by AJM, LLC, an Illinois limited liability company, GWM REAL ESTATE, LLC, an Illinois limited liability company, and BDS HOLDINGS, LLC, an Illinois limited liability company, hereinafter referred to as "Developer," whose post office address is 4216 Dewitt Avenue, Mattoon, Illinois 61938, in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act."

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B, both of which are incorporated herein by reference and made a part hereof, to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish 10400 Highland Road Condominiums as a Condominium Project under the Act and does declare that 10400 Highland Road Condominiums, hereinafter referred to as the "Condominium," "Project" or the "Condominium Project," shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A, B and C hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I **TITLE AND NATURE**

The Condominium Project shall be known as 10400 Highland Road Condominiums, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project will initially consist of a single building which is divided into two (2) adjoining units separated

by one dividing wall, each unit is intended for separate ownership and use and shall be known as a "Condominium Unit" or "Unit." Each Condominium Unit shall consist solely of the land included within the perimeter of the site and such portion of real property adjacent to each Condominium Unit as delineated on the Condominium Subdivision Plan. Each Co-owner shall hold title to its Unit and to any building and other improvements constructed upon the Unit. The engineering plans for the Project were approved by the Livingston County Building Department. The architectural plans for all buildings and other improvements to be constructed within the Project must be approved by the Township of Hartland ("Township"), and thereafter will be filed with said Township. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for commercial development and use and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated, described and limited pursuant to this Master Deed.

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows: A parcel of land located in the Township of Hartland, County of Livingston and State of Michigan, more particularly described as follows:

Commencing at the North 1/4 corner of Section 28, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence South 00 degrees 38 minutes 57 seconds West 31.57 feet along the North-South 1/4 line of said Section 28 to a Property Controlling corner; thence South 04 degrees 49 minutes 58 seconds East 519.07 feet along the North-South 1/4 line of Section 28 per affidavit by John C. Miller, recorded in Liber 395, page 144, Livingston County Records for a place of beginning; thence the following (3) courses along the Southerly right-of-way line of Blaine Road (70 feet wide): 107.95 feet along the arc of a 1110.92 foot radius non-tangential circular curve to the right, with a central angle of 05 degrees 34 minutes 03 seconds, having a chord which bears North 34 degrees 22 minutes 08 seconds East 107.91 feet, North 37 degrees 09 minutes 10 seconds East 306.02 feet and 69.57 feet along the arc of a 416.97 foot radius circular curve to the left, with a central angle of 09 degrees 33 minutes 33 seconds, having a chord which bears North 32 degree 22 minute 22 seconds East 69.49 feet; thence South 81 degrees 02 minutes 19 seconds East 213.29 feet; thence 40.13 feet along the arc of a 257.22 foot radius non-tangential circular curve to the right, with a central angle of 08 degrees 56 minutes 21 seconds, having a chord which bears North 25 degrees 59 minutes 59 seconds East 40.09 feet; thence North 30 degrees 10 minutes 23 seconds East 131.40 feet; thence 125.54 feet along the arc of a 196.34 foot radius circular curve to the left, with a central angle of 36 degrees 38 minutes 08 seconds having a chord which bears

North 12 degrees 01 minute 34 seconds East 123.41; thence North 06 degrees 18 minutes 25 seconds West 76.35 feet; thence North 84 degrees 26 minutes 03 seconds East 60.00 feet along the South right-of-way line of M-59 (variable width) and the North line of "Glen Meadows No. 1" as recorded in Liber 9 of Plats, pages 35 and 36; thence South 06 degrees 20 minutes 39 seconds East 255.99 feet along the East line of said "Glen Meadows No. 1"; thence North 84 degrees 26 minutes 03 seconds East 75.16 feet; thence South 04 degrees 59 minutes 38 seconds East 553.83 feet; thence South 85 degrees 00 minutes 22 seconds West 13.62 feet; thence South 04 degrees 59 minutes 38 seconds East 680.38 feet; thence South 58 degrees 46 minutes 30 seconds West 35.77 feet; thence South 06 degrees 20 minutes 39 seconds East 89.45 feet along the East line of said "Glen Meadows No. 1"; thence South 83 degrees 38 minutes 09 seconds West 1034.25 feet along the South line of said "Glen Meadows No. 1" and its Westerly extension thereof; thence North 04 degrees 10 minutes 52 seconds East 489.90 feet along the Easterly right-of-way line of said Blain Road; thence continuing along the Easterly right-of-way line of said Blaine Road 531.36 feet along the arc of a 1110.92 feet circular curve to the right, with a central angle of 27 degrees 24 minutes 15 seconds, having a chord which bears North 17 degrees 52 minutes 59 seconds East 526.30 feet to the place of beginning, being Lots 6 through 11, both inclusive, part of Lot 12, and Lots 13 through 59, both inclusive, of GLEN MEADOWS NO. 1, according to the plat thereof as recorded in Liber 9 of Plats, pages 35 and 36, Livingston County Records, and part of the North 1/2 of Section 28 and the Southeast 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

ALSO SUBJECT TO THE FOLLOWING SPECIFIC EXCEPTIONS:

1. Terms and Conditions contained in Highway Easement Release as disclosed by instrument recorded in Liber 187, page 251.
2. Joint Overhead and Underground Easement in favor of The Detroit Edison Company and Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 666, page 560.
3. Easement in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1016, page 706.
4. Oil and Gas Lease in favor of Riverland Leasing Inc., as disclosed by instrument recorded in Liber 1079, page 639. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
5. Agreement For and Release of Easement and Right-of-Way for Public Utilities in favor of the Township of Hartland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1174, page 255, Liber 1194, page 967, and in Liber 1199, page 630.

6. Oil and Gas Lease in favor of Stanley Energy, Inc., as disclosed by instrument recorded in Liber 1283, page 245. Ratification recorded in Liber 1287, page 78. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
7. Oil and Gas Lease in favor of Stanley Energy, Inc., as disclosed by instrument recorded in Liber 1283, page 247. Ratification recorded in Liber 1287, page 79. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
8. Easement in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1837, page 834.
9. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 2682, page 535.
10. Agreement and Release of Permanent Easement for Public Utilities in favor of the Township of Hartland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3218, page 266, Liber 3218, page 271, and in Liber 3218, page 441.
11. Easement in favor of the Township of Hartland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3218, page 351.
12. Terms, covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as disclosed by Quit Claim Deed recorded in Liber 3949, page 942.
13. Terms and Conditions contained in Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2007R-036785, First Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2008R-000932, Second Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2008R-021399, Third Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2009R-002057, and in Fourth Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2009R-004020.
14. Terms and Conditions contained in Agreement to Relinquish Utility Easements in Glen Meadows No. 1 Subdivision Plat, Hartland Township, Livingston County as disclosed by instrument recorded in Instrument No. 2008R-006578.
15. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006586 and Amendment to Easements as disclosed by instrument recorded in Instrument No. 2009R-002095.

16. Terms and Conditions contained in Access Easement Agreement (Ring Road) as disclosed by instrument recorded in Instrument No. 2008R-006587 and Amendment to Easements as disclosed by instrument recorded in Instrument No. 2009R-002095.
17. Terms and Conditions contained in Ingress/Egress Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006588.
18. Terms and Conditions contained in Access Easement Agreement (Ring Road) as disclosed by instrument recorded in Instrument No. 2008R-006589.
19. Terms and Conditions contained in Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006590, and in Assignment of Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2009R-014062.
20. Terms and Conditions contained in Drainage and Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006592.
21. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006594, Amended and Restated Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-031067, and in Amendment to The Amended and Restated Easement Agreement as disclosed by instrument recorded in Instrument No. 2009R-015045.
22. Terms and Conditions contained in Memorandum of Development Agreement as disclosed by instrument recorded in Instrument No. 2008R-006595.
23. Terms and Conditions contained in Easements with Covenants and Restrictions Affecting Land as disclosed by instrument recorded in Instrument No. 2008R-006596 and in Notice Statement as disclosed by instrument recorded in Instrument No. 2016R-003265.
24. Detroit Edison Overhead Easement Right of Way in favor of The Detroit Edison Company, Michigan Bell Telephone Company, d/b/a AT&T Michigan formerly d/b/a SBC Michigan, and Hartland Consolidated School District and the Covenants, Conditions and Restrictions contained in instrument recorded in Instrument No. 2008R-022553.
25. Terms and Conditions contained in Special Assessment Contract as disclosed by instrument recorded in Instrument No. 2008R-033855.
26. Terms and Conditions contained in Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2009R-005364.
27. Terms, covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as disclosed by Warranty Deed recorded in Instrument No. 2016R-020649.
28. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the

Poultry and Stockyards Act (7 U.S.C. 181, et seq.) or under similar state laws.

Commonly known as: 10400 Highland Road, Hartland, Michigan 48353

Tax ID Nos.: 4708-28-200-025

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the 10400 Highland Road Condominiums Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in 10400 Highland Road Condominiums as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. “Association” means the 10400 Highland Road Condominiums Association, which is the non-profit corporation organized under Michigan law of which the Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. “Bylaws” means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to 10400 Highland Road Condominiums as described above.

Section 7. Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” means 10400 Highland Road Condominiums as a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit B hereto.

Section 9. Board of Directors. “Board of Directors” shall mean the Board of Directors of the Association as elected pursuant to the Bylaws.

Section 10. Co-Owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.” In the event that a Unit is owned by two (2) or more persons or entities, the “Co-owner” of such Unit shall mean all such persons, firms, corporations, partnerships, associations, trusts or other legal entities or any combination thereof who or which own such Unit in the Condominium Project. In the event a Co-owner chooses to divide its Unit (the “Parent Unit”) into two Units, the owner(s) of the resulting Unit (the “Additional Unit”) and the Parent Unit shall be deemed one Co-owner. There shall at all times, for purposes of this Master Deed and the Bylaws, only be two (2) Co-owners, irrespective of the number of Units or number of owners of a Unit.

Section 11. Developer. “Developer” means AJM, LLC, an Illinois limited liability company, GWM REAL ESTATE, LLC, an Illinois limited liability company, and BDS HOLDINGS, LLC, an Illinois limited liability company, which have made and executed this Master Deed, and their successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Transitional Control Date. “Transitional Control Date” means the date on which the Developer sells a Unit.

Section 14. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean the enclosed space constituting a single Unit in 10400 Highland Road Condominiums, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall, unless otherwise expressly provided in the Condominium Documents, be owned in their entirety by the Co-owner of the Unit within which they are located and shall not constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Project, as may be modified from time to time pursuant to the provisions of this Master Deed and the Bylaws attached hereto as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements shall consist solely of the following:

(a) Land. The land described in Article II hereof (excluding, however, that portion thereof described in Exhibit B hereto as constituting the Condominium Units), including riparian and littoral rights, if any, attributable to such land.

(b) Beneficial Easements. Beneficial easements, if any, which may exist from time to time lying outside the Condominium Project and which provide utilities or other services required by the Project (but excluding any improvements located therein which are the responsibility of the Co-owners to construct and maintain hereunder).

(c) Parking Lot Lighting. The parking lot lights shall be illuminated from dusk to dawn every day of the week, unless both Units are vacant in which case the lights shall not be required to be illuminated, unless required by law. The Owner of Unit 1 is hereby granted an access right across Unit 2 for the sole purpose of accessing the parking lot lighting controls. Unit 1 Owner agrees that any operation of the lighting controls will be conducted by a qualified lighting technician. The Owner of Unit 1 shall provide 48 hours advance notice to the Owner of Unit 2 of its intention to exercise such access right by delivering written notice to the point of contact of the Owner of Unit 2, as may be designated from time to time.

(d) Other. Those elements of the Project which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project, if any; expressly excluding, however, any and all Limited Common Elements.

Section 2. Limited Common Elements. The Limited Common Elements shall consist solely of the following:

(a) Those portions of the fire suppression system as may be located within each Unit from time to time;

(b) Those portions of the alarm and security system as may be located within each Unit from time to time.

(c) The common party wall as depicted on the Site Plan attached hereto as Exhibit C and any common adjoining infrastructure that has been constructed along the common boundary wall between Unit 1 and Unit 2.

(d) The exterior entrance areas to each Unit.

(e) Any equipment located on the roof or on an exterior wall of a Unit.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) Units and Other Areas. The responsibility for and the costs of construction, repair, maintenance, decoration replacement of the building, appurtenances, Limited Common Elements. other improvements located within each Unit and all landscaping, irrigation, and the salting, maintenance, of sidewalks and curbs on the perimeter of each Unit, as needed, wherever located, shall be borne by the Owner of such Unit. Further, no Co-owner shall construct, attach or otherwise install any improvements to any Common Element, whether or not appurtenant to such Co-owner's Unit, or modify any Common Element, without both Co-owner's prior written approval; and, in this regard, the Co-owner shall, in all events, be responsible to pay any increase in the costs of maintenance, repair, or replacement for which the Association is responsible that results from any such improvements or modifications, and such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units. Likewise, the responsibility for and the costs of improving and maintaining of the surface of the area immediately adjacent to the Building adjacent to the edge of the parking surface, including, without limitation, all landscaping, irrigation, and the plowing and salting of any approach, driveway, and sidewalks, shall be borne by the Co-Owner of the Unit to which such right of way is adjacent.

(ii) Utility Services and Access. As provided in Article I above, each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner must contract for and connect to, at its sole cost and expense, any utilities that such Co-owner requires in connection with the development of its Unit including, without limitation, electrical, natural gas, water, sanitary sewer, storm sewer leads, connections and other improvements, and any telecommunications, and no such improvements shall be deemed Common Elements hereunder in any event. Likewise, all costs of electricity, natural gas and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(b) Association Responsibilities. The Association shall be responsible to maintain, repair and replace all the General Common Elements, and the costs of the same

shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any construction, maintenance, repair or replacement with respect to buildings and their appurtenances located within the Units, any Limited Common Elements, any adjoining right of ways, utilities within any Units, drives or other paved areas within the Units, any off-site improvements, landscaping within the Units and, except as otherwise expressly provided in the Condominium Documents, all structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not constitute Common Elements hereunder. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to buildings and/or other improvements constructed within any Unit boundaries (and/or any off-site improvements) as it may deem necessary to maintain reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Nothing herein contained however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. Co-owners, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) If an Owner's negligence shall cause damage to or destruction of the Common Elements, the negligent Owner shall bear the entire cost of repair or reconstruction. If an Owner shall neglect or refuse to pay the Owner's share, or all of the cost in case of negligence, the other Owner may have the Common Elements repaired or restored and shall be entitled to record a claim of lien on the Unit of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost or may elect to pursue any other legal or equitable remedies available under the law of the state of Michigan.

Section 4. Utility Systems. Some or all of the utility lines, systems, including mains and service leads, and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements (if at all), or shall otherwise be the property of the Co-owners, only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, natural gas, water and sanitary sewer mains are installed and available for use by Co-owners within reasonable proximity to, or within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any buildings and structures located within the Units.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of 10400 Highland Road Condominiums as surveyed by Kem-Tec, A Group of Companies, of Eastpointe, Michigan, and attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be as follows:

Unit 1	40.5%
<u>Unit 2</u>	<u>59.5%</u>
Total	100%

The percentages of value set forth above were made after reviewing the comparative characteristics of each Unit in the project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration of the Association. However, at meetings of the Association, each Co-Owner shall have one vote. The total value of the Project is 100%.

Section 3. Disputes, claims or grievances between the Co-Owners arising out of or relating to the interpretation or the application of the Condominium Documents, any disputes, claims or grievances arising among or between the Co-owners and the Association shall be submitted to arbitration to be conducted by a panel of three arbitrators, one each appointed by a Co-Owner; the third appointed by the two Co-Owner appointed arbitrators and the parties thereto shall accept the arbitrators' decision as final and binding and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof, provided that no question affecting the claim of title of any person to any fee or life estate in the real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

ARTICLE VI
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

There shall be easements to, through and over those portions of the land contained within each Unit for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, including any Board of Directors acting prior to the Transitional Control Date, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the land contained within each Unit for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in this Article VI.

Section 3. Easements for Construction, Maintenance, Repair and Replacement. The Co-Owners, the Association, all public or private utility companies and any other state or local governmental authority shall have such easements as may be necessary over the Condominium Project (but excluding the interior of any buildings) to exercise any rights and fulfill any responsibilities of maintenance, repair, replacement or relocation which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association and the Co-Owners to obtain access during reasonable hours and upon reasonable notice to all Common Elements, wherever located within the Condominium Project. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of or decoration of the building and all other appurtenances and other improvements constructed or otherwise located within the Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of such buildings, appurtenances and other improvements in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, repair, replace or otherwise keep his Unit or any buildings, appurtenances or other improvements located therein (and/or any related off-site improvements), the Association, and/or the other Co-Owner, shall have the right, and all necessary easements in furtherance thereto, but not the obligation, to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace buildings and/or other improvements within the confines of the Unit or its appurtenances, all at the expense of the Co-owner of the Unit provided, that the Association, first gives the Co-owner of the offending Unit(s) at least thirty (30) days written notice of its intent to take such action, and said Owner fails to correct the offending condition within thirty (30) days after the date of such notice; further provided, that no notice shall be required in the event of emergency. Failure of the Association or the other Co-Owner to take any such action shall not be deemed a waiver of the Association's or the other Co-Owner's right to take any such action at a future time. All costs incurred by the Association or the other Co-Owner in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Utility Easements. Each Co-owner also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, electrical, telephone, storm and sanitary sewer mains. In the event Co-Owners, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

In addition, individual Co-owners shall be permitted, at any time, to grant easements for utilities over, under and across the Condominium Unit(s) that they own, and only those Units, respectively, to appropriate governmental agencies or public utility companies, and to transfer title of utilities to state, county or local governments in connection therewith, subject to Developer approval for any easements granted prior to the Transitional Control Date. Except as provided in the preceding sentence, any such easement or transfer of title may be conveyed by a Co-owner without the consent of any other Co-owner, mortgagee or other person and shall be evidenced by proper instrument(s) evidencing the same, executed by such Co-owner and duly recorded in the office of the Livingston County Register of Deeds. The Association shall be provided a copy of any such easement by the Co-owner of the affected Unit not later than the date of its recordation. Except as provided above, all of the other Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 5. Confirmation of Specific Easements by Subsequent Recordings. All easements created and reserved by and to the Developer, its successors and assigns anywhere in this Master Deed or in any other Condominium Documents may be specifically confirmed, defined, clarified or otherwise established by duly recorded instruments from time to time including, without limitation, master deeds, declarations of easements and other documents executed and recorded by Developer, its successors and assigns.

ARTICLE VII AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to Master Deed) may be amended with the unanimous consent of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owners and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary. No Owner shall repair, modify, or permit any construction, reconstruction of a Unit, if such act will have any effect on the structural integrity of the building of which the Units are a part or on the other Unit, without obtain the prior written consent of the other Owner.

Section 2. Division of Units. Additional Units may be created in the Condominium in Unit 1 by the Co-Owner of Unit 1 and in Unit 2 by the Co-Owner of Unit 2, and the resulting Units may be freely conveyed, subject to the following requirements:

(a) The proposed division is approved by Hartland Township, Livingston County and the State of Michigan, as may be applicable;

(b) All General and Limited Common Elements hereunder shall retain their character as such regardless of any division, and the rights and obligations of the respective Co-owner(s) of the divided Units shall be as set forth in this Master Deed and the attached exhibits;

(c) The Percentage of Value of the resulting Units shall be determined on the basis of relative area and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and the expenses of administration of the Association. The total value of the Project shall remain at One Hundred (100%) Percent;

(d) The resultant Units shall otherwise be subject to this Master Deed and all attached exhibits, in all respects, as may be amended from time to time;

(e) The Co-Owners will in good faith amend this Master Deed to account for the creation of additional units;

(f) Each Co-Owner shall be limited to one division of their respective parcel;
and

(g) With respect to each Co-Owner, there shall be no more than (2) Units resulting from such division.

Section 3. Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of all first mortgagees of record allowing one vote for each mortgage held.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all the Co-owners.

ARTICLE VIII ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

DEVELOPER:

AJM, LLC,
an Illinois limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

On this _____ day of _____, 2020, the foregoing Master Deed was acknowledged before me by _____, the _____ of AJM, LLC, an Illinois limited liability company, on behalf of such company.

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

GWM REAL ESTATE, LLC,
an Illinois limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

On this _____ day of _____, 2020, the foregoing Master Deed was
acknowledged before me by _____, the _____ of
GWM REAL ESTATE, LLC, an Illinois limited liability company, on behalf of such company.

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

BDS HOLDINGS, LLC,
an Illinois limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

On this _____ day of _____, 2020, the foregoing Master Deed was acknowledged before me by _____, the _____ of BDS HOLDINGS, LLC, an Illinois limited liability company, on behalf of such company.

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

Master Deed drafted by
and when recorded return to:

Sean A. Fraser, Esq.
ABBOTT NICHOLSON, P.C.
300 River Place, Suite 3000
Detroit, Michigan 48207-4225
(313) 566-2500

4824-5055-3271, v. 14843-7914-6679, v.1

10400 HIGHLAND ROAD CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

10400 Highland Road Condominiums, a Condominium Project located in the Township of Hartland, Livingston County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed recorded at liber ___ page ___ Livingston County Register of Deed ("Condominium Documents") and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, or the improvements constructed or to be constructed within the perimeters of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budgets. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the project operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that are the responsibility of the Association and that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements for which the Association is responsible, (3) to provide additions to the Common Elements for which the Association is responsible not exceeding \$2,500 annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements for which the Association is responsible of cost exceeding \$2,500 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of each Co-owner's respective Percentage of Value (as set forth in the Master Deed). Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in equal monthly, quarterly or annual installments, as the Association shall determine annually, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid full. The Association may, pursuant to Article XIII, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner, whether one (1) or more persons, shall be, and remain, personally liable for the payment of all assessments including fines for late payment and costs of collection pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each Co-owner, whether one (1) or more persons, shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, or convey the Unit sold. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of at least thirty (30) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within thirty (30) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in Livingston County, Michigan, prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within said thirty (30) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees, not limited to statutory fees, and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Condominium Documents to the contrary, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or

assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Section 7. [Reserved]

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated an administrative expense of the Association.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
ARBITRATION

Section 1. Scope and Election. In addition to the provisions of Article X, Section 14., Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, any disputes, claims or grievances arising among or between the Co-owners and the Association shall be submitted to arbitration to be conducted by a panel of three arbitrators, one each appointed by a Co-Owner; the third appointed by the two Co-Owner appointed arbitrators and the parties thereto shall accept the arbitrators' decision as final and binding and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof, provided that no question affecting the claim of title of any person to any fee or life estate in the real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. Each Co-Owner shall, in addition to the coverage required by Section 3. below, carry fire and extended coverage, vandalism and malicious mischief, flood insurance to the extent available, if applicable, all inclusive liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such other insurance as the Board of Directors of the Association deems advisable, and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result or any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and such insurer as

may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear, subject always to the Condominium Documents, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining (or self-insure) fire and extended coverage and vandalism and malicious mischief insurance with respect to his building and all other improvements constructed or to be constructed within the perimeter of its (inclusive of any Limited Common Elements appurtenant thereto that are the responsibility of such Co-owner), and for his personal property located herein or elsewhere on the Condominium Project in accordance with the terms and conditions hereof. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit or within the building or other improvements located thereon (inclusive of any Limited Common Elements appurtenant thereto that are the responsibility of such Co-owner). The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Common Elements Coverage. Upon the unanimous vote of the Directors, the Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief, flood insurance to the extent available, if applicable, all inclusive liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such other insurance as the Board of Directors of the Association deems advisable, and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum

insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result or any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises (inclusive of any improvements located thereon) shall be partially or completely destroyed, it shall be reconstructed or repaired in accordance with the terms and conditions of the Master Deed (inclusive of these Bylaws) unless it is determined by a unanimous vote of all Co-owners that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

Section 2. Repair in Accordance with Plans and Specifications. Any such construction or repair shall be substantially in accordance with the Master Deed to a condition as comparable as possible to the condition existing prior to damage, unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is to a building or other improvement constructed within the perimeter of a Unit (inclusive of any Limited Common Element appurtenant thereto for which the Co-owner is responsible, and any right of way areas and improvements located therein adjacent to such Unit), it shall be the responsibility of the Co-owner to repair such damage.

(b) Damage to Buildings and Other Improvements. In the event of substantial damage to or destruction of any Unit, or any building or other improvement located thereon, or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in Section 3 above and/or in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to

property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost repair.

Section 5. Timely Reconstruction and Repair. In the event damage to the Common Elements adversely affects the ability of any Co-owner to use and enjoy his Unit for commercial purposes in the ordinary course of business or is otherwise required to be repaired or restored pursuant to applicable law, rule or governmental requirement, the Association or Co-owner responsible for the reconstruction, repair or maintenance thereof, as the case may be, shall proceed with the necessary repair or replacement of the damaged property without delay and with all due diligence, and shall complete such repair or replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit, or of all the improvements located within the perimeter thereof, by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interest may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

(d) Notification of Condemnation. In the event any Unit, or improvements located within the perimeter thereof, in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of first mortgagee lien on any of the Units in the Condominium.

Section 7. Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give any Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Commercial Use. Each Unit in the Condominium shall be used solely for commercial and otherwise non-residential purposes in accordance with local zoning and use rules and regulations, and the Common Elements shall be used only for purposes consistent with the use of such commercial purposes.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease all or any part of his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease all or any part of a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents; provided, however, that business terms such as rent, rent escalators, or other terms of a confidential nature need not be disclosed.

(2) All tenants and other non- Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non- Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have thirty (30) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after thirty (30) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non- Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. All construction and development of the Units shall be undertaken by and at the sole expense of the Co-owner who is responsible for these costs., The construction of any building and/or other improvements on a Unit by a Co-owner shall remain subject to said Co-owner's receipt of all necessary approvals from the Township of Hartland, Livingston County and the State of Michigan, or other governmental body, as may be applicable, and shall be constructed, operated and maintained in accordance with the terms and conditions of the Master Deed (inclusive of these Bylaws). Further, no improvement shall require a change in any of the grades in the Project as initially approved by the Township and Livingston County, Michigan, without the other Owner's express written consent. The purpose of this section is to assure the continued maintenance of the Condominium as a first class commercial development, and shall be binding upon both the Association and upon all Co-owners.

Section 4. Changes in Common Elements. No Co-owner shall make changes in any of the Common Elements, Limited or General, without the express written approval of the Association.

Section 5. Activities. No improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No Co-owner shall do or permit

anything to be done or keep or permit to be kept on his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. In addition, no Unit may be developed or used for any purpose inconsistent with local zoning ordinances and other applicable law.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association, except for such short periods of time as may be reasonably necessary in connection with the construction, maintenance and ongoing repair and upkeep of the same. Each Co-owner shall locate and maintain at all times, upon its Unit, proper trash receptacles in accordance with applicable zoning and other law. In general, no activity shall be carried on nor condition maintained by a Co-owner in his building, elsewhere on his Unit or upon the Common Elements which is detrimental to the appearance of the Condominium.

Section 7. Advertising. Each Co-owner shall be permitted to locate such signs or other advertising devices on or about its Unit, or upon any improvements located on its Unit, as may be permitted pursuant to applicable zoning and other law.

Section 8. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors, or its successors, prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 9. Right of Access of Association. The Association or its duly authorized agents shall have access upon each Unit from time to time (but not inside any building), during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements for which it is responsible, and shall also have access, at all times and without notice, as may be necessary to make emergency repairs to prevent damage to such Common Elements or to the improvements thereon.

Section 10. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any Common Elements or elsewhere on its Unit except in accordance with the lawful requirements of the Township, Livingston County, Michigan, or other governmental body, as may be applicable, and each Co-owner shall maintain all such landscaping in accordance with good industry practices consistent with the character of the Condominium as a first class commercial development.

Section 11. Use of Common Elements. None of the Common Elements (as defined in the Master Deed), shall be obstructed or used for purposes other than for which they are reasonably and obviously intended.

Section 12. Co-owner Maintenance. Each Co-owner shall maintain his Unit and the Limited Common Elements appurtenant thereto, and buildings and other improvements located

thereon, and any adjoining right of ways and improvements located therein, in a safe, clean and sanitary condition, free and clear of snow, ice, trash and other debris at all times. Each Co-owner shall also use due care to avoid damaging any of the Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his agents, employees or invitees, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Association.

(a) Prior Approval by Association. Except as otherwise expressly provided herein or in any of the other Condominium Documents, no Association or Owner approval shall be required for the construction of any building or other improvements by the Co-owners of the Condominium Units; provided, however, each Co-owner shall, prior to commencement of construction, provide the Association and the Owners a full and complete copy of (i) the plans and specifications for its proposed building and related improvements and (ii) all permits and other required governmental consents.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a premiere commercial development for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards then, the Owners or an Owner, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to

receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the Common Elements, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest, (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association, (g) any assessment or other charge payable under the Condominium Documents by the Co-owner of a Unit in which they have an interest which is delinquent for more than sixty (60) days, or (h) any proposed action which, under the Condominium Documents, requires the consent of a specified percentage of Mortgagees

ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. The Co-Owners shall have the right to vote upon, among other items, the following: (a) Termination of the Condominium; (b) A change in the method or formula used to determine the Percentage of Value assigned to a Unit subject to the Mortgagee's mortgage; (c) A reallocation of responsibility for maintenance, repair, replacement or declaration for a Unit or the Common Elements from the Association to the Unit subject to the Mortgagee's mortgage; and (d) Elimination of a requirement for the Association to maintain insurance on the condominium as a whole or a Unit subject to the Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage. In the event a Co-owner chooses to divide its Condominium Unit (the "Parent Unit") into two Units, the resulting Unit (the "Additional Unit") shall not be entitled to any additional votes, but rather, the vote allocated to the Parent Unit pursuant to this Section 1 may be allocated between the Parent Unit and the Additional Unit as the respective owners agree. There shall at all times for purposes of these Bylaws only be two (2) Co-owners entitled to vote, irrespective of the number of Units or number of owners of a Unit.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall be provided by the Association and shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and

dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. No Quorum. The presence all Owners shall be required for purposes of holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Unanimity. Except as otherwise set forth herein or in the Master Deed, the unanimous vote or consent of the Owners shall be required on any matter properly coming before the Owners for action.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents, as defined in the Master Deed, or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting may be convened by the Owners and may be called at any time after the Developer sells a Units. The date, time and place of such meeting shall be set by the Owners, and at least ten (10) days written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of the Association shall be held on the first Monday of November each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than six (6) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by at least one Co-owner presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary, or other Association officer in the Secretary's absence, to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members, except for the election or removal of Directors, may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. Subject to Section 2 below, the Board of Directors shall be comprised of two (2) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation. Said Director shall hold office until his/her successor is elected and qualified.

Section 2. Election of Directors. Each Co-Owner shall have the right to appoint one Director.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following, as may be applicable:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property, including any Unit in the Condominium and easements, rights-of-way and licenses, on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Vacancies. Vacancies in the Board of Directors will be filled by the Owner who appointed the Director vacating his seat. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal. Any Owner may at any time remove and replace the Director selected by it at any time or from time to time in its sole discretion.

Section 7. First Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all Board members are present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Adjournment. At all meetings of the Board of Directors, all Directors must be present to conduct business.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of the Association.

Section 14. Arbitration. If the Directors fail to unanimously agree on any matter requiring the vote or consent of the Directors, the Directors shall submit the matter to arbitration conducted by a panel of three arbitrators, one each appointed by a Co-Owner; the third appointed by the two Co-Owner appointed arbitrators and the decision of the arbitrators shall be binding on the Directors and the Association and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof.

ARTICLE XI OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Secretary may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(c) Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. In addition, the Treasurer shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Treasurer is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Treasurer shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such

meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII SEAL

The Association may have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereof the name of the Association, the words “corporate seal,” and “Michigan.”

ARTICLE XIII FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association’s fiscal year upon written request. The costs of any such audit and any accounting expenses shall be expenses of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by an agency of the United States Government and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein

the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors may, at its option, carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XV AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by one of the Directors of the Association or may be proposed by one or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the unanimous vote of the Co-owners at any regular annual meeting or a special meeting called for such purpose. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of all of first mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County, Michigan, Register of Deeds.

Section 5. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIII

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief, as may be applicable:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, not limited to statutory fees, as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or upon any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$100 for the second violation, \$200 for the third violation or \$300 for any subsequent violation.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, are assigned by it to the Association upon the Developer's sale of a Unit.

ARTICLE XX SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

EXHIBIT B

EXHIBIT "B" TO MASTER DEED OF:

10400 HIGHLAND ROAD CONDOMINIUMS

TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. EASEMENT PLAN
4. SITE PLAN
5. SITE PLAN DETAIL
6. UTILITY PLAN

LAND SITUATED IN THE TOWNSHIP OF HARTLAND, COUNTY OF LIVINGSTON, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

COMMENCEMENT AT THE NORTH CORNER OF SECTION 28, TOWN 3 NORTH, RANGE 6 E1T, HARLAND TOWNSHIP, LUNISTON COUNTY, MICHIGAN. THENCE SOUTH 02 DEG. 38' 55" WEST 31.57 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 28 TO A PROPERTY CONTROLLING CORNER, THENCE SOUTH 04 DEG. 49' 58" EAST 519.07 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 28 PER AFFIDAVIT BY JOHN C. MILLER, RECORDED IN LIBER 355, PAGE 144, LUNISTON COUNTY RECORDS FOR A PLACE OF BEGINNING, THENCE THE FOLLOWING (3) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BLAINE ROAD (70' FEET), 107.95 FEET ALONG THE ARC OF A 1110.92 FOOT RADIUS NORTH-TANGENTIAL, CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 05 DEG. 34' 03", HAVING A CHORD WHICH BEARS NORTH 34 DEG. 22' 08" EAST 107.91 FEET, NORTH 37 DEG. 09' 10" EAST 306.02 FEET AND 69.57 FEET ALONG THE ARC OF A 416.97 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 09 DEG. 33' 33", HAVING A CHORD WHICH BEARS NORTH 32 DEG. 22' 22" EAST 69.49 FEET; THENCE SOUTH 81 DEG. 02' 19" EAST 513.29 FEET; THENCE 401.31 FEET ALONG THE ARC OF A 257.22 FOOT RADIUS NORTH-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 08 DEG. 56' 21", HAVING A CHORD WHICH BEARS NORTH 29 DEG. 59' 29" EAST 400.09 FEET; THENCE NORTH 30 DEG. 10' 23" EAST 131.40 FEET; THENCE 325.54 FEET ALONG THE ARC OF A 190.07 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 36 DEG. 38' 08" HAVING A CHORD WHICH BEARS NORTH 12 DEG. 54' 59" VARIABLE (WIDE) AND THE NORTH LINE OF "GLEN MEADOWS NO. 1" HAS RECORDED NORTH 81 DEG. 26' 56" EAST 30.26 FEET; THENCE SOUTH 08 DEG. 20' 39" EAST 255.99 FEET ALONG THE EAST LINE OF "GLEN MEADOWS NO. 1", THENCE SOUTH 08 DEG. 20' 39" EAST 76.35 FEET, PLACES 30.26 FEET; THENCE SOUTH 08 DEG. 20' 39" EAST 255.99 FEET ALONG THE EAST LINE OF "GLEN MEADOWS NO. 1", THENCE SOUTH 08 DEG. 20' 39" EAST 76.35 FEET, PLACES 30.26 FEET; THENCE SOUTH 04 DEG. 59' 38" EAST 553.81 FEET ALONG THE EAST LINE OF "GLEN MEADOWS NO. 1", THENCE SOUTH 08 DEG. 20' 39" EAST 880.38 FEET; THENCE SOUTH 58 DEG. 46' 30" WEST 35.77 FEET; THENCE SOUTH 06 DEG. 20' 39" EAST 89.45 FEET ALONG THE EAST LINE OF SAID GLEN MEADOWS NO. 1; THENCE SOUTH 81 DEG. 38' 09" WEST 1024.25 FEET ALONG THE SOUTH LINE OF SAID GLEN MEADOWS NO. 1; THENCE WEST 488.90 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BLAINE ROAD; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BLAINE ROAD 531.35 FEET ALONG THE ARC OF A 1110.92 FEET CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 27 DEG. 24' 15", HAVING A CHORD WHICH BEARS NORTH 17 DEG. 52' 59" EAST 526.30 FEET TO THE PLACE OF BEGINNING, BEING PART OF THE NORTH 1/2 OF SECTION 28 AND THE SOUTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 6 E1T, HARLAND TOWNSHIP, LUNISTON COUNTY, MICHIGAN.

SURVEYOR/ENGINEER
KEM-TEC & ASSOCIATES
22556 GRATIOT AVENUE
EASTPOINTE, MICHIGAN 48021

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AS GRANTED IN INGRESS/EGRESS EASEMENT AGREEMENT DATED FEBRUARY 20, 2008 BY AND AMONG FITZPATRICK PROPERTIES, LLC (PARTN AND 22 RETAIL DEVELOPMENT COMPANY, LLC), LLC AND WAL-MART RETAIL ESTATE BUSINESS TRUST, AS RECORDED MARCH 7, 2008 IN INSTRUMENT NO. 2008-006592.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS OVER, THROUGH AND AROUND WAL-MART TRACT AND THE DEVELOPER TRACT AS GRANTED IN EASEMENTS WITH COVENANTS AND RESTRICTIONS EFFECTING LAND DATED FEBRUARY 20, 2008 BETWEEN WAL-MART RETAIL ESTATE BUSINESS TRUST, HARDWARE RETAIL DEVELOPMENT COMPANY PARELL I, LLC AND HARDWARE RETAIL DEVELOPMENT COMPANY PARELL II, LLC, AS RECORDED MARCH 7, 2008 IN INSTRUMENT NO. 2008-006593.

TOGETHER WITH A NON-EXCLUSIVE DRAINAGE EASEMENT, AS GRANTED IN DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT DATED FEBRUARY 20, 2008 AND DATED MARCH 7, 2008 IN INSTRUMENT NO. 2008-006592.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION AS GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (AUTO CITY DATED AS OF JANUARY 27, 2009 AND RECORDED MARCH 6, 2009 IN INSTRUMENT NO. 2009R-005364,

TOGETHER WITH THE BENEFICIAL EASEMENTS CREATED IN THE CERTAIN EASEMENT AGREEMENT (MCDONALD'S) DATED AS OF FEBRUARY 20, 2008 AND RECORDED MARCH 7, 2008 INSTRUMENT NO. 2008R-006586.

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT PREPARED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

ATTENTION LIVINGSTON COUNTY REGISTER OF DEEDS THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

02/25/19	AS-BUILT DATED	ANTHONY T. SYCKO, JR., P.S. PROFESSIONAL SURVEYOR MICHIGAN LICENSE NO. 47976
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1 OF 6 SHEETS 1	DRAWN BY:	JCM	02/25/19
	CHECKED BY:	ATS	02/25/19
	DATE:	FEBRUARY 25, 2019	
	PROJECT NO:	19-00316	SCALE:

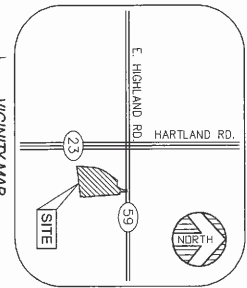
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SERVICES
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Eastpointe (813) 235.7222 FAX: (305) 772.4046	Detroit (313) 750.3577 FAX: (305) 772.4048	Ann Arbor (734) 994.0636 FAX: (313) 994.0657	Grand Blanc (810) 694.0001 FAX: (313) 694.9555
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10400 HIGHLAND ROAD CONDOMINIUMS
COVER SHEET
PREPARED FOR: HARTLAND ABC, LLC
10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN,
PART OF SECTION 28
TOWN 3 NORTH, RANGE 6 EAST

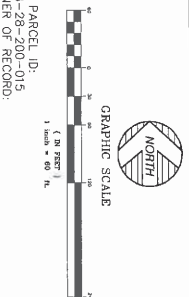
REVISION	DATE	BY	DESCRIPTION



NOTES
THE PARCEL DOES NOT CONTAIN OR ABOUT THE 100 YEAR FLOOD PLAIN AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION.

BENCHMARKS
ARROW ON HYDRANT IN FRONT OF BUILDING.
ELEV. = 977.58 (NAVD83 DATUM)

BASIS OF BEARINGS
SOUTH 04 DEGREES 49 MINUTES 58 SECONDS EAST BEING THE N-S 1/4 LINE OF SECTION 28, AS PLATTED.



LEGEND
● FOUND MONUMENT (AS NOTED)
● FOUND SECTION CORNER (AS NOTED)



SURVEYORS CERTIFICATE

I, ANTHONY T. SYCKO, JR., LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE ACCOMPANYING SURVEY PLAN AND ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN, EXCEPT AS SHOWN THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 99 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 99 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

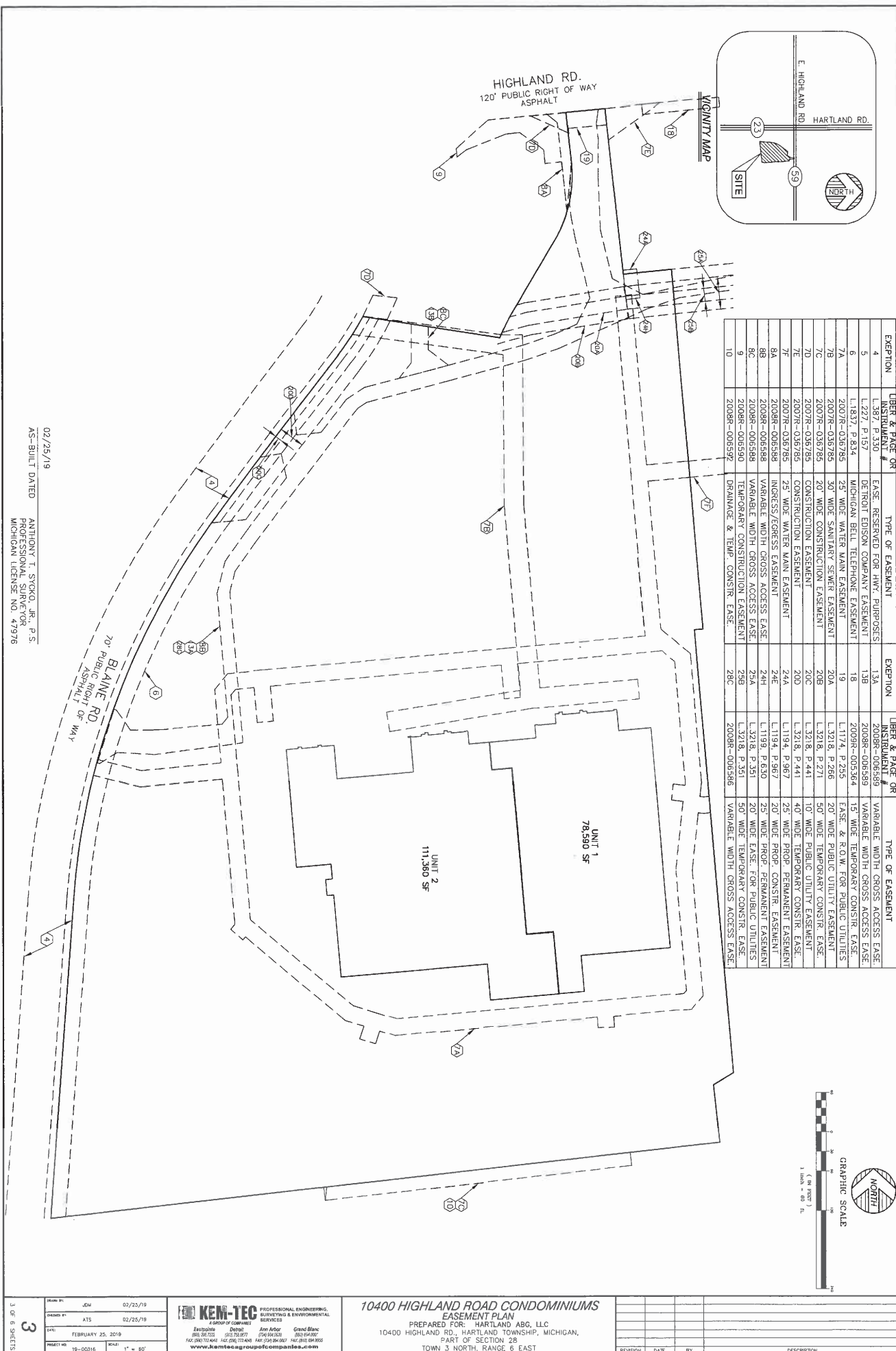
02/25/19
AS-BUILT DATED
ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976

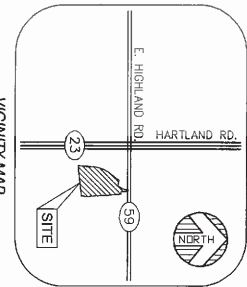
10400 HIGHLAND ROAD CONDOMINIUMS SURVEY PLAN
PREPARED FOR: HARTLAND ABO, LLC
10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN,
TOWN 3 NORTH, RANGE 6 EAST

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Drawn by:	JOW	02/25/19
Checked by:	ATS	02/25/19
Date:	FEBRUARY 25, 2019	
Project No.	19-00318	SCALE: 1" = 90'

REVISION	DATE	BY	DESCRIPTION



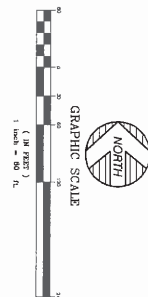


LEGEND

—	UNIT LINE
▨	LIMITED COMMON ELEMENT
▩	GENERAL COMMON ELEMENT

*NOTE: LIMITED COMMON ELEMENT INCLUDE WALLS, SUPPORTING ELEMENTS, FLOORS AND ROOFS.

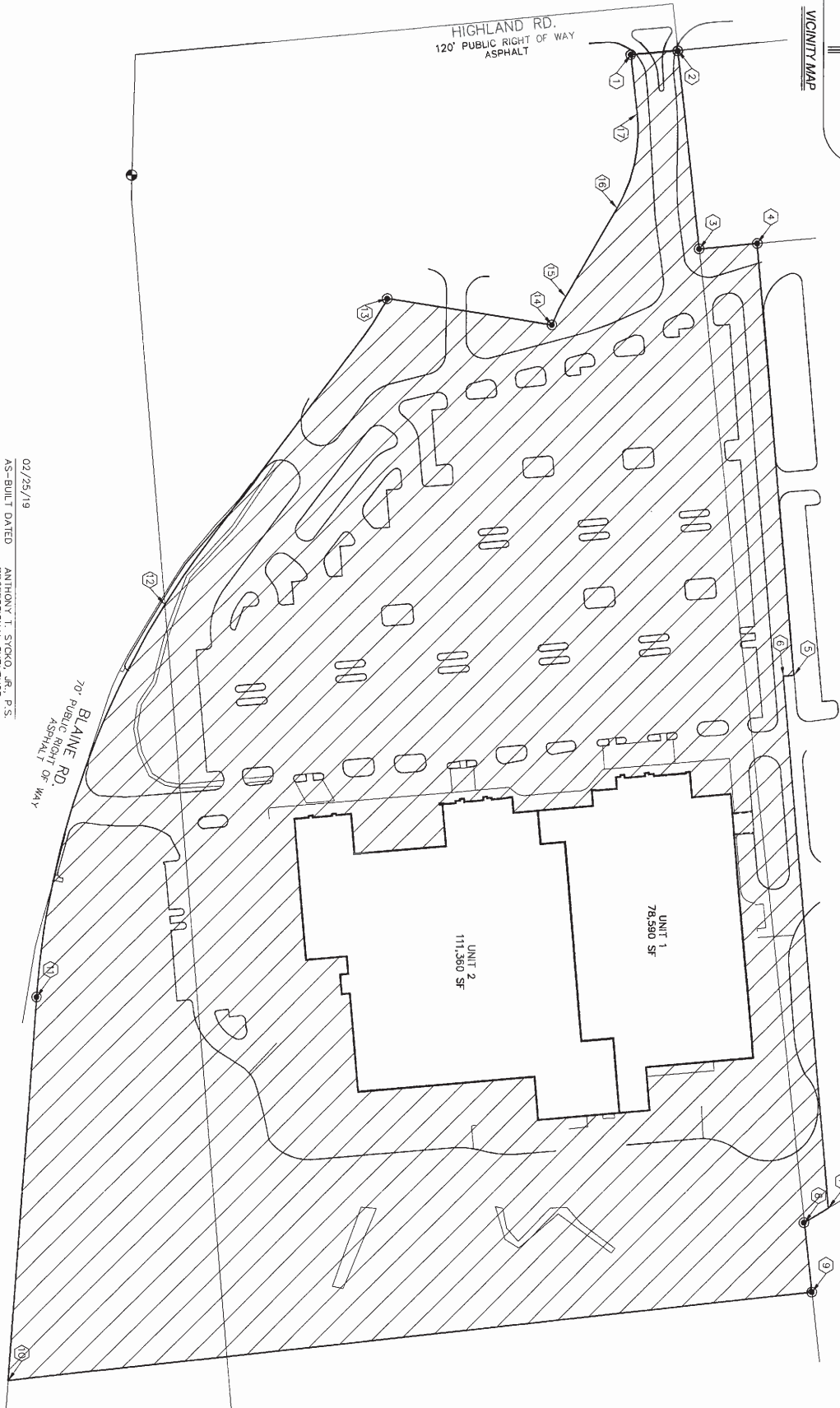
COORDINATES	NORTHING	EASTING	COORDINATES	NORTHING	EASTING
1	5155.86	5637.95	12	4451.21	5043.37
2	5161.88	5697.66	13	4842.87	5326.32
3	4907.27	5725.95	14	4809.64	5537.00
4	4914.56	5800.75	15	4845.68	5554.58
5	4362.83	5848.96	16	4959.27	5620.62
6	4361.65	5835.39	17	5079.98	5646.33
7	3683.85	5894.62			
8	3665.31	5864.03			
9	3576.39	5873.92			
10	3461.75	4846.04			
11	3950.34	4881.76			

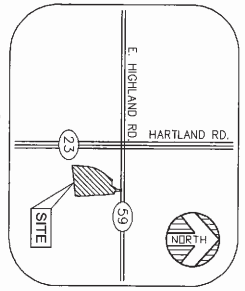


02/25/19
AS-BUILT DATED
ANTHONY T. STOKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976

BLAINE RD.
70' PUBLIC RIGHT OF WAY
ASPHALT

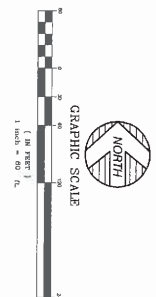
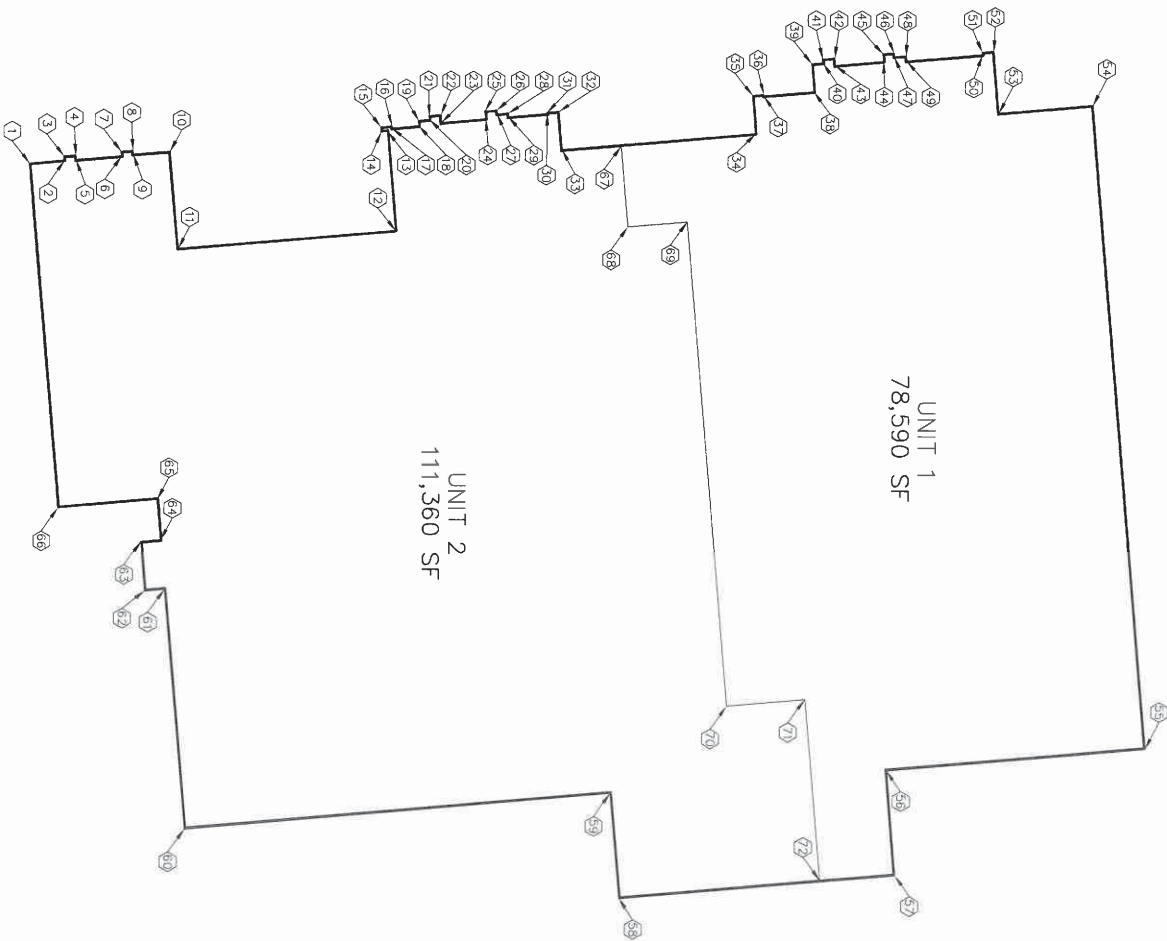
HIGHLAND RD.
120' PUBLIC RIGHT OF WAY
ASPHALT





VICINITY MAP

COORDINATES	NORTHING	EASTING	COORDINATES	NORTHING	EASTING
1	4179.15	5209.18	55	3874.55	5798.26
2	4180.78	5227.81	56	3862.58	5661.58
3	4182.87	5227.82	57	3807.59	5666.40
4	4183.41	5233.80	58	3794.89	5521.75
5	4181.02	5234.01	59	3849.98	5516.43
6	4183.10	5257.82	60	3830.37	5292.30
7	4185.49	5257.81	61	3855.89	5261.32
8	4186.03	5283.79	62	3850.99	5271.06
9	4183.94	5283.67	63	3860.89	5268.79
10	4185.61	5283.67	64	3861.79	5279.05
11	4134.71	5283.52	65	4003.01	5277.19
12	4144.71	5401.80	66	3996.44	5224.99
13	4180.71	5391.25	67	4189.46	5520.51
14	4186.42	5393.96	68	4147.13	5524.22
15	4189.01	5393.73	69	4149.87	5642.97
16	4189.53	5399.61	70	3895.99	5577.79
17	4188.53	5399.71	71	3899.98	5618.80
18	4199.59	5414.06	72	3804.83	5627.09
19	4202.28	5413.82			
20	4202.79	5419.70			
21	4204.86	5419.52			
22	4205.42	5425.60			
23	4201.33	5425.95			
24	4203.38	5449.36			
25	4207.46	5448.01			
26	4208.00	5455.18			
27	4205.91	5455.37			
28	4206.43	5461.24			
29	4206.43	5461.42			
30	4206.21	5481.74			
31	4206.91	5481.68			
32	4207.43	5487.66			
33	4187.41	5489.41			
34	4196.35	5591.52			
35	4216.27	5589.77			
36	4216.79	5595.75			
37	4216.10	5595.81			
38	4218.40	5622.11			
39	4233.04	5620.83			
40	4233.37	5626.69			
41	4235.65	5626.52			
42	4236.19	5632.70			
43	4232.20	5633.05			
44	4234.42	5658.35			
45	4238.40	5658.00			
46	4238.93	5664.16			
47	4237.47	5670.23			
48	4234.78	5670.47			
49	4238.26	5710.32			
50	4239.56	5710.20			
51	4240.08	5716.18			
52	4207.61	5719.02			
53	4211.96	5768.73			



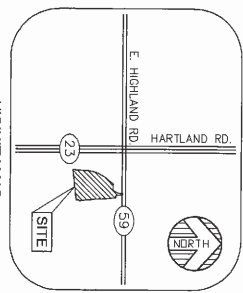
02/25/19
AS-BUILT DATED
ANTHONY T. SYGO, JR., P.E.
PROFESSIONAL ENGINEER
MICHIGAN LICENSE NO. 77976

5 OF 8 SHEETS
5

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Anthony T. Sygo, Jr., P.E.
Dan J. Sygo, P.E.
Grand Blanc, MI
www.kemtecgroupofcompanies.com

10400 HIGHLAND ROAD CONDOMINIUMS
SITE PLAN DETAIL
PREPARED FOR: HARTLAND ABG, LLC
10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN,
PART OF SECTION 28
TOWN 3 NORTH, RANGE 6 EAST

REVISION	DATE	BY	DESCRIPTION

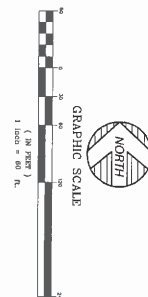
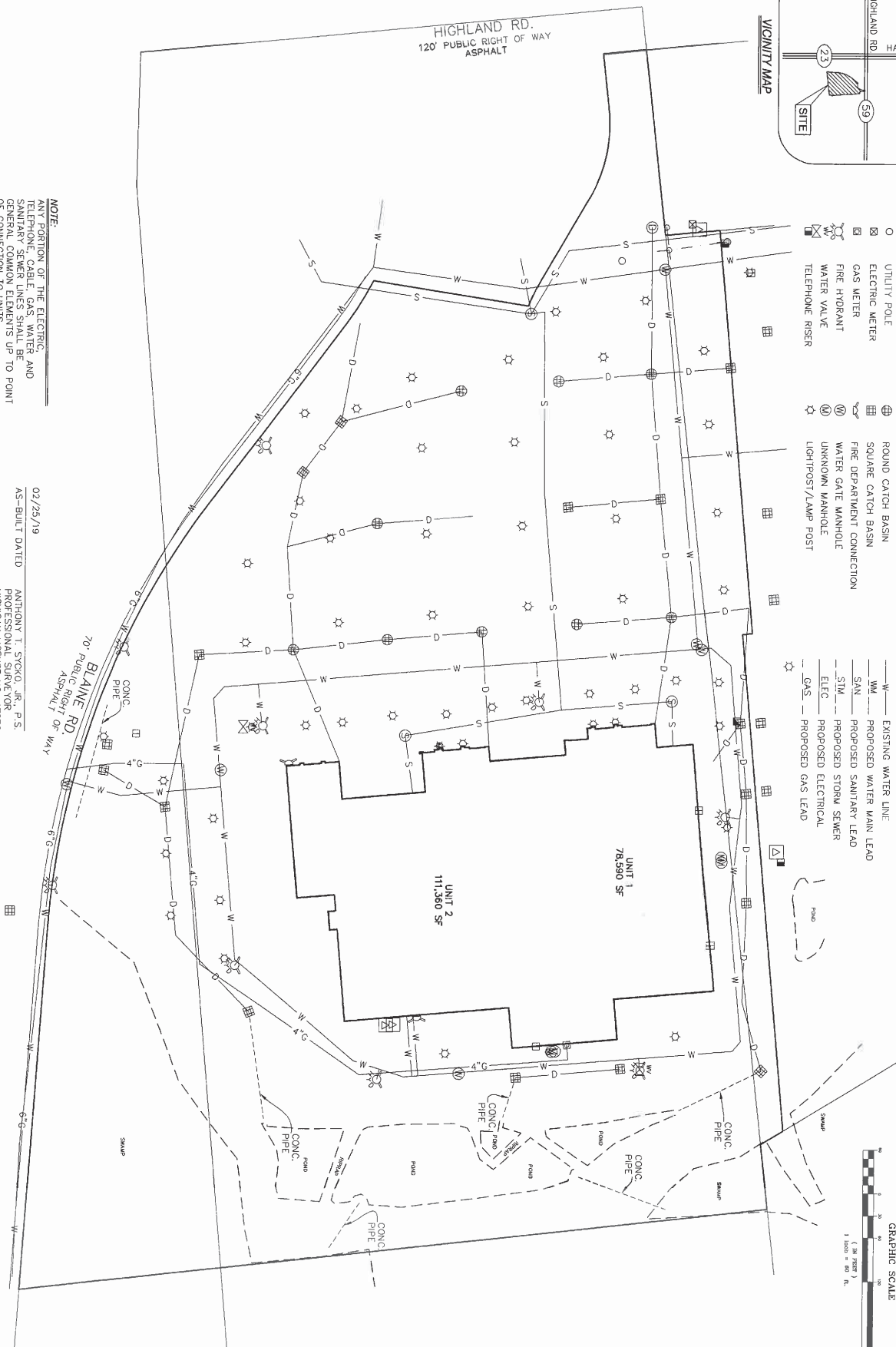


VICINITY MAP

- LEGEND**
- ELECTRIC METER
 - ELECTRIC PANEL
 - TRANSFORMER
 - UTILITY POLE
 - ELECTRIC METER
 - GAS METER
 - FIRE HYDRANT
 - WATER VALVE
 - TELEPHONE RISER
 - CABLE TV RISER
 - CLEANOUT
 - SANITARY MANHOLE
 - ROUND CATCH BASIN
 - SQUARE CATCH BASIN
 - FIRE DEPARTMENT CONNECTION
 - WATER GATE MANHOLE
 - UNKNOWN MANHOLE
 - LIGHTPOST/LAMP POST
 - OVERHEAD UTILITY LINE
 - G — EXISTING GAS LINE
 - S — EXISTING SANITARY LINE
 - W — EXISTING WATER LINE
 - W — PROPOSED WATER MAIN LEAD
 - SAN — PROPOSED SANITARY LEAD
 - STM — PROPOSED STORM SEWER
 - ELEC — PROPOSED ELECTRICAL
 - GAS — PROPOSED GAS LEAD

NOTE:
ANY PORTION OF THE ELECTRIC, TELEPHONE, CABLE, GAS, WATER AND SANITARY SEWER LINES SHALL BE GENERAL COMMON ELEMENTS UP TO POINT OF CONNECTION TO UNITS.

02/25/19
AS-BUILT DATED
ANTHONY T. SYGO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976



6 OF 8 SHEETS

DATE: 02/25/19
BY: JOW
CHECKED BY: ATG
DATE: 02/25/19
PROJECT NO: 18-00316
SHEET: 6

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PROFESSIONAL ENGINEERING,
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Eastpointe, MI 48021
Tel: (586) 771-7700 Fax: (586) 771-7701
www.kemtecgroupofcompanies.com

**10400 HIGHLAND ROAD CONDOMINIUMS
UTILITY PLAN**
PREPARED FOR: HARTLAND ABC, LLC
10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN,
PART OF SECTION 28
TOWN 3 NORTH, RANGE 6 EAST

REVISION	DATE	BY	DESCRIPTION

EXHIBIT C

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works
Subject: 2020-2022 Winter Maintenance Agreement
Date: October 14, 2020

Recommended Action

Move to approve the 2020-2022 Winter Maintenance Agreement with Horizon Landscape and subsequent budget amendment as presented.

Discussion

Public Works is recommending a winter maintenance contract for Township Hall and Fire properties for the 2020-2021 winter season. The contracted services have resulted in a significant cost savings due to the lower than expected salt costs for the season. The contracted services will only be used in off peak hours to avoid internal overtime expenses, and the internal field staff will perform services during business hours.

Horizon Landscape has agreed to continue the hybrid approach used last year, which proved successful is reducing costs while eliminating the need for internal overtime costs. The overall labor costs have remained the same, with a significant reduction in salt costs. The service is based upon a pay per service proposal and is estimated to not exceed \$8,500 annually.

The proposed contract will result in a cost savings reflected in the reimbursement to the water fund for internal staff hours. A budget amendment is required, yet the costs will be offset in by the savings.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

101-265-802.000	\$8,500
101-265-801.009	(\$6,500)
101-265-801.010	(\$2,000)

Attachments



Horizon snow removal contract - twp hall
2020-2022.pdf



Horizon Proposal 2020-2022.pdf

HARTLAND TOWNSHIP
CONTRACT FOR SERVICES

Date through Date: November 1, 2020 – April 1, 2022

This "Contract" is made between the TOWNSHIP OF HARTLAND, a Michigan Municipal Corporation, hereinafter called "Township", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

<p style="text-align:center">HARTLAND TOWNSHIP Township Representative: Robert M. West 2655 Clark Road Hartland, MI 48353 810-632-7498 (herein, the "Township")</p>	<p style="text-align:center">Horizon Landscape Inc. Contact: David Lutomski 11765 Hibner Road Hartland, MI 48353 (810) 632-9292 (herein the "Contractor")</p>
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.	<u>SCOPE OF CONTRACTOR'S SERVICES</u>
SECTION 2.	<u>TOWNSHIP PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES</u>
SECTION 3.	<u>CONTRACT EFFECTIVE DATE AND TERMINATION</u>
SECTION 4.	<u>CONTRACTOR ASSURANCES AND WARRANTIES</u>
SECTION 5.	<u>CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION</u>
SECTION 6.	<u>CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS</u>

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. SCOPE OF CONTRACTOR'S SERVICES

See attached proposal from HORIZON LANDSCAPE INC. for winter services for the duration of November 1, 2020- April 1, 2022

§2. TOWNSHIP PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICE

- 2.1.** Except as otherwise expressly provided for in this Contract, the Township's sole financial obligation to the Contractor for any Contractor services under this Contract shall be: \$8,500.00. Additional services may be performed by Township request and invoiced according to the per-occurrence schedule identified in the agreement. Salt unit pricing will be determined and agreed upon by both parties to reflect market price due to current volatility. The Township agrees to indemnify Horizon Landscape from liability associated with the Township's request for a reduced salt application rate. The Contractor and the Township reserve the right to determine application rate desired prior to any specific occurrence.

No more than once a month, the Contractor shall submit an invoice to the Township which shall itemize all amounts due and/or owing by the Township under this Contract for services rendered, and payment terms as the date of the invoice. The Township shall make payments pursuant to the provisions of Section 6.18 of this Contract.

2.2. Under no circumstances shall the Township be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

2.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS

3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

3.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the Township.

3.1.3. This Contract is signed by an authorized agent of the Township.

3.2. The Township may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

3.3. The Township's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

3.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed above. Notice will be deemed given upon the earliest date that one of the following occurs: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

3.5.1. If notice is sent to the Contractor, it shall be addressed to the address stated on page one of this Contract.

3.5.2. If notice is sent the Township, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.

3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- 3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and an expressly authorized Township Agent.

§4. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 4.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable federal, state and local laws, statutes, regulations, ordinances, zoning, codes, and professional standards, as well as M.I.O.S.H.A guidelines in effect at the time of the project.
- 4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the Township herein.
- 4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the Township including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Contractor Employees.
- 4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. The Contractor is expected to maintain high standards or workmanship, representing the best traditions of the trade. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the Township is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the Township and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the Township.

§5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

5.1. Indemnification

5.1.1. Contractor shall indemnify and hold the Township harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property with the exception of those related directly to the application rate of salt.

5.1.2. The Township shall indemnify and hold the Contractor harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise as a result of salt application by the Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

5.1.3. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the Township for all claims asserted against the Township and if the insurance company prevails, the Contractor shall indemnify the Township for uncollectable accounts.

5.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.

5.2. Contractor Provided Insurance

5.2.1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:

1. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:

- a. Commercial General Liability - with the following as minimum requirements:

\$1,000,000 – Each Occurrence (Total)

Occurrence Form Policy

Broad Form Property Damage

Premises/Operations

Independent Contractors

Products and Completed Operations

(Blanket) Broad Form Contractual

Personal Injury - Delete Contractual Exclusion

X, C, U Exclusions deleted, as applicable

Additional Insured: The Township of Hartland and Township Agents (as defined in this Contract);

- b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;

- c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law.

2. General Certificates of Insurance:

- a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: Hartland Township, 2655 Clark Road, Hartland, MI 48353.

- b. The Township of Hartland, its elected officials, officers and employees shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.

- c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Township. Insurance carriers are subject to the approval of Township.

§6. **CONSTRUCTION, MAINTENANCE, AND REPAIR CONTRACT GENERAL CONDITIONS**

DEFINITIONS: The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1. **"Contractor Employee"** means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2. **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.3. **"Township"** means the Township of Hartland, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 6.4. **"Township Agent"** means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a "Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5. A **"Contract Administrator"** or **"Township Representative"** is appointed by the Township to act as a liaison between the Township and the Contractor. Any questions or problems the Contractor may have concerning Work under this Contract should be directed to this individual.
- 6.6. The term **"Subcontractor"** includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.
- 6.7. The term **"Calendar Day"** shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term **"Working Day"** shall mean any calendar day except Saturday, Sunday, and Township legal holidays.
- 6.8. **"Written Notice"** shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the business address of the Contractor listed above.

6.10. **NON EXCLUSIVE CONTRACT AND OTHER CONTRACTS**

- 6.10.1 No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the

Township may freely engage other persons to perform the same work that the Contractor performs. The Contractor shall coordinate his work with theirs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the Township.

- 6.10.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Township any defects in such work that shall render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work.

6.11. MATERIALS AND WORKMANSHIP

- 6.11.1 All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.
- 6.11.2 Contractor shall deliver all materials to the project site in their original unopened containers bearing the names of the manufacturer and brand. Materials shall be handled and stored as recommended by the manufacturer to prevent damage.
- 6.11.3 Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 6.11.4 In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the Township after giving the Contractor seven, (7) calendar days notice in writing, may perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment.

6.12 NOTIFICATION

The Contractor must schedule all Work, in advance, with the Township Representative. The Contractor shall give three (3) working days notice before performance of Work under this Contract.

6.13 DAMAGES

- 6.13.1 The Contractor shall be responsible for damage to the Township's premises that may be caused by his work.
- 6.13.2 The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work.
- 6.13.3 Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the Township shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

6.14 CLEANING

- 6.14.1 The Contractor shall at all times keep the Township's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Township may cause such cleaning to be done by others and the charge the cost of same to the Contractor.
- 6.14.2 Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of Township business.
- 6.14.3 Contractor shall perform clean-ups of his Work area on a daily basis to remove debris from that day's Work.

- 6.14.4 Contractor shall remove all rubbish and debris from Township property and legally dispose of it. No open burning of debris or rubbish shall be permitted.

6.15 PERMITS AND INSPECTIONS

- 6.15.1 The Contractor shall obtain all necessary permits required by laws and regulations give all required notices and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built.
- 6.15.2 The Contractor shall deliver to the Township certificates of inspection where such are required.
- 6.15.3 The Township Representative or Contract Administrator shall have access to the Work under this Contract.

6.16 SAFETY

- 6.16.1 The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89, or the Public Acts of 1963, as amended and the Federal Occupational Safety and Health Act, of 1970. Public law 91-596, 84 Stat. 1590, as amended.
- 6.16.2 The Contractor shall notify the Township Representative of any conflict between the Contract documents and these laws, rules, regulations, and guidelines in writing.
- 6.16.3 The Contractor shall provide for the protection of the public, Township employees, and the Contractor's own workers from work-related hazards. Contractor shall provide, install, and maintain warning signs and barricades necessary for the protection of persons and property affected by construction. Contractor shall also provide notification to the Township representative and personnel directly affected by construction of any potentially dangerous situations.
- 6.16.4 The Contractor will use all due care in the handling and storage of hazardous materials and equipment, including explosives, while performing Work under this Contract. Contractors and their employees involved in these activities are to properly trained and licensed for the task.
- 6.16.5 In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation-affecting safety until the situations is corrected.

6.17 CONTRACTS WITH TOWNSHIP EMPLOYEES

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between the Township including all agencies and departments thereof, and any employee or officer of the Township. To avoid any real or perceived conflict of interest the Contractor shall identify any relative or relative of the Contractor's employees and subcontractors who are presently employed by the Township.

6.18 PAYMENTS

- 6.18.1 All invoices shall be directed to the attention of the Township Representative for this project for pre-payment approval. The Township shall pay based on satisfactory performance of the Contract during the period invoiced.
- 6.18.2 Complete payment of Contract shall not be made until all Work has been satisfactorily completed and a final cleanup has been performed.
- 6.18.3 Changes in Contract price can come about only with the written permission of the Township. All such changes shall be processed by the Township Representative.

- 6.18.4 Neither the final payment nor and provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship; and upon written notice, the Contractor shall remove any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year after date of acceptance and final payment, unless otherwise noted in the contract documents

6.19 DELEGATION/SUBCONTRACT/ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the Township.

- 6.19.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.19.2 Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.19.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 6.19.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 6.19.5 This Contract cannot be sold.
- 6.19.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.

6.20 NO IMPLIED WAIVER

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

6.21 SEVERABILITY

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.

6.22 CAPTIONS

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

6.23 PRECEDENCE OF DOCUMENTS

In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- 6.32.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

6.24 GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE

This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan, the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

6.25 ENTIRE CONTRACT

This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____

DATE: _____

David Lutomski
Horizon Landscape Inc.

FOR THE TOWNSHIP:

BY: _____

DATE: _____

William Fountain, Supervisor
Hartland Township

BY: _____

DATE: _____

Larry Ciofu, Clerk
Hartland Township

HORIZON

LANDSCAPE^{INC.}

11765 Hibner Road • Hartland, MI 48353 • (810) 632-9292

COMMERCIAL PER PUSH SNOW PLOWING AGREEMENT

1. This agreement is between Horizon Landscape and Hartland Township (referred to as owner) for snow plowing services at the premises described as:

Address: Hartland Township Hall

Atten: Bob West

2655 Clark Road

Hartland MI 48353

517-861-7889

Bill To: Hartland Township Hall

Atten: Bob West

2655 Clark Road

Hartland MI 48353

The Parties agree to a:

Per Push Contract for the period from November 1, 2020 until April 1, 2022 is based upon the following schedule of accumulation in any 24 hour period: 1.5" \$122.00. First service to be done before 8AM if possible and upon request during the daytime.

The Parties agree that

A. Salt shall be applied at Horizon Landscape Inc. discretion at a cost to the owner of \$166.50 per ton and an approximate application of \$151.00

B. In the event of a snowfall of 12" or more Horizon Landscape Inc., at its option may use a loader to remove snow, there will be an additional charge of

\$90.00 per hour 1 yard loader

Trucking snow off sight will be an additional charge of :

\$75.00 per hour 6 yard truck

\$95.00 per hour 12 yard truck

C. Horizon Landscape Inc. will not be held responsible for damage or injury resulting from ice accumulations forming after plowing and salting operations.

D. It shall be the owners responsibility to notify Horizon Landscape Inc. if hazardous conditions develop which require additional salting or plowing.

E. Snow plowing shall include moving snow from entrance ways, roadways, parking lot and emergency areas and does not imply that snow will be removed from premises.

2. Horizon Landscape Inc. will not be responsible for misplaced gravel on unpaved Surfaces.

3. The owner agrees to submit payment for services within 15 days of receipt of Horizon Landscape Inc.'s bill.

4. Service of Sidewalks as follows: Walks to be shoveled and salted with ice melter at a cost of \$104.00 (city walks not included in pricing.)

5. Fuel Surcharge may be added as necessary.

6. Salt Surcharge may be added if Salt costs exceed \$120.00 per ton.

7. **Salt cost is within 10% of state market price from road commission.**

Signed: _____ Date: _____ Signed: _____ Date: _____



11765 Hibner Road • Hartland, MI 48353 • (810) 632-9292

COMMERCIAL SEASONAL SNOW PLOWING AGREEMENT

1 This agreement is between Horizon Landscape and Hartland Township Fire Dept (referred to as owner) for snow plowing services at the premises described as:

Address: Hartland Township Fire Dept ST #61

Bill To: Hartland Township Fire Dept

Atten: Adam Carroll

Atten: Adam Carroll

3205 Hartland Rd

3205 Hartland Rd

Hartland MI 48353

Hartland MI 48353

The Parties agree to a:

Seasonal Contract for the period from November 1 2020 until April 1 2022 at a cost of \$1328.00 per season and any additional charges set forth in paragraph three and four.

Seasonal contract plowing occurs upon accumulations of snow 1" or more.

\$265.50 billed per month = 5 months per season

The Parties agree that

- A. Salt shall be applied at Horizon Landscape Inc. discretion at a cost to the owner of \$166.50 per ton and an approximate application of \$125.00
- B. In the event of a snowfall of 12" or more Horizon Landscape Inc., at its option may use a loader to remove snow, there will be an additional charge of
\$90.00 per hour 1 yard loader
Trucking snow off sight will be an additional charge of :
\$75.00 per hour 6 yard truck
\$95.00 per hour 12 yard truck
- C. Horizon Landscape Inc. will not be held responsible for damage or injury resulting from ice accumulations forming after plowing and salting operations.
- D. It shall be the owners responsibility to notify Horizon Landscape Inc. if hazardous conditions develop which require additional salting or plowing.
- E. Snow plowing shall include moving snow from entrance ways, roadways, parking lot and emergency areas and does not imply that snow will be removed from premises.
2. Horizon Landscape Inc. will not be responsible for misplaced gravel on unpaved Surfaces.
3. The owner agrees to submit payment for services within 15 days of receipt of Horizon Landscape Inc.'s bill.
4. Service of Sidewalks as follows: Walks to be shoveled and salted by others

5. Fuel Surcharge may be added as necessary.

6. Salt Surcharge may be added if Salt costs exceed \$120.00 per ton.

7. **Salt cost is within 10% of state market price from road commission.**

Signed: _____ Date: _____ Signed: _____ Date: _____



COMMERCIAL SEASONAL SNOW PLOWING AGREEMENT

1 This agreement is between Horizon Landscape Inc. and Hartland Township Fire Dept (referred to as owner) for snow plowing services at the premises described as:

Address: Hartland Township Fire Dept ST #62

Atten: Adam Carroll

5965 Old US 23

Fenton MI 48430

Bill To: Hartland Township Fire Dept

Atten: Adam Carroll

3205 Hartland Rd

Hartland MI 48353

The Parties agree to a:

Seasonal Contract for the period from November 1 2020 until April 1 2022 at a cost of \$1328.00 per season and any additional charges set forth in paragraph three and four.

Seasonal contract plowing occurs upon accumulations of snow 1" or more.

\$265.60 billed per month = 5 months per season

The Parties agree that

A. Salt shall be applied at Horizon Landscape Inc. discretion at a cost to the owner of \$166.50 per ton and an approximate application of \$125.00.

B. In the event of a snowfall of 12" or more Horizon Landscape Inc., at its option may use a loader to remove snow, there will be an additional charge of \$90.00 per hour 1 yard loader

Trucking snow off sight will be an additional charge of :

\$75.00 per hour 6 yard truck

\$95.00 per hour 12 yard truck

C. Horizon Landscape Inc. will not be held responsible for damage or injury resulting from ice accumulations forming after plowing and salting operations.

D. It shall be the owners responsibility to notify Horizon Landscape Inc. if hazardous conditions develop which require additional salting or plowing.

E. Snow plowing shall include moving snow from entrance ways, roadways, parking lot and emergency areas and does not imply that snow will be removed from premises.

2. Horizon Landscape Inc. will not be responsible for misplaced gravel on unpaved Surfaces.

3. The owner agrees to submit payment for services within 15 days of receipt of Horizon Landscape Inc.'s bill.

4. Service of Sidewalks as follows: Walks to be shoveled and salted by others

5. Fuel Surcharge may be added as necessary.

6. Salt Surcharge may be added if Salt costs exceed \$120.00 per ton.

7. **Salt cost is within 10% of state market price from road commission.**

Signed: _____ Date: _____ Signed: _____ Date: _____

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: Township Manager Contract

Date: October 20, 2020

Recommended Action

Move to approve the manager contract for Robert West, as vetted by the Hartland Township Manager Recruitment Committee.

Discussion

Hartland Township contracted with Walsh Municipal Services to find candidates for the next Township Manager. Through this process, Mr. West was deemed an exceptional candidate. The Manager Committee has vetted this contract and has proposed it before the Board for approval.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

Draft Township Manager Contract

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into effective the 15th day of September 2020, between the following parties:

Hartland Township (the "Township")

and

Robert M. West ("Mr. West") (collectively, the "Parties").

In consideration of the covenants in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 - Employment

The Township agrees to employ Mr. West and Mr. West agrees to serve as Township Manager under the terms and subject to the conditions set forth in this Agreement, and in accordance with the Township's ordinances, policies and statutes of the State of Michigan, as amended. In such capacity, Mr. West's authority, duties and responsibilities shall be to perform such services for the Township as are assigned and as may periodically be designated by the Township's Board of Trustees (the "Township Board"). Mr. West's employment shall be at the pleasure of and at the will of the Township Board, and may be terminated at any time, with or without cause, subject to the provisions of Article 4 of this Agreement.

The Township Board will review and evaluate the performance of Mr. West at least once annually. Said review and evaluation shall be in accordance with the specific criteria developed jointly by the Township Board and Mr. West.

ARTICLE 2 – Commencement; Renewal; Termination Date

This Agreement shall commence on September 15, 2020 and shall terminate on September 15, 2023 unless both parties agree to an extension following an annual performance review, subject to the provisions described in Article 4. The date that Mr. West's employment ends due to death, disability, or as of the date the Township Board or Mr. West provides in a notice of termination as provided in Article 4 is the "Termination Date". In the event the Agreement is terminated, all compensation, benefits and requirements of this Agreement shall remain in effect until the Termination Date, unless Mr. West voluntarily resigns.

ARTICLE 3 - Compensation and Benefits

3.1: In consideration for all services to be rendered by Mr. West in any capacity under this Agreement, the Township shall pay to Mr. West the compensation and benefits described below:

3.1.A. Salary. The Township will pay an annual salary ("Salary") in an amount of Ninety-Five Thousand Dollars (\$95,000), less applicable withholdings and deductions,

payable twice per month. The Township may pay a bonus or increase the Salary of Mr. West depending upon the results of the performance evaluation conducted under the provisions of Article 1.

3.1.B. Retirement Plan. In addition to the Salary, the Township agrees to pay an amount equal to ten percent (10%) of the Base Salary to the International City/County Management Association Retirement Corporation (ICMA-RC). The 10% contribution shall constitute the Township's sole obligation and contribution to Mr. West's retirement.

3.1.C. Vacation Pay. The Township shall provide Mr. West with paid vacation in the same manner as set forth in the Township Employee Handbook, as amended.

3.1.D. Insurance Plans. The Township will provide Mr. West with group health coverage consistent with the plan provided to other employees of the Township. The Parties agree that the Township may change its insurance coverage, in effect at the time this Agreement is executed, upon thirty (30) days' written notice to Mr. West, provided that benefits under any new plan or carrier are similar to those provided to other employees of the Township. Mr. West currently opts out of the Township's Health Care Plan.

3.1.E. Conferences and Professional Memberships. The Township will budget and pay related expenses in accordance with the Township's seminar and conference policy for employment related conferences. In addition, the Township agrees to budget and to pay a reasonable amount, but not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) for the professional dues and subscriptions of Mr. West necessary for his continuation and full participation in national, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Township. Specifically included are personal membership in the International City/County Management Association and Michigan Local Government Management Association.

3.1.F. Other Benefits. Mr. West shall be entitled to bereavement leave or jury duty pay as specified in the Township Employee Handbook, as amended. Mr. West shall be provided paid time off (PTO) as specified and in the same manner as other employees as set forth in the Township Employee Handbook.

In consideration of all travel expenses, the Township shall pay Mr. West a monthly stipend of \$100, less applicable withholdings. The monthly payment shall be made beginning in October 2020 with the first payroll of each month. The monthly stipend will cover all of the Township's obligations for Mr. West's work related travel.

3.1.G. Outside Activities. With written approval from the Township, Mr. West may pursue teaching, writing, consulting, counseling or other non-employer related business outside of the business hours of the Township, provided that said interests are not in conflict with the authority, duties and responsibilities assigned to Mr. West or as may periodically be designated to Mr. West by the Township Board.

3.1.H. Mr. West shall not be entitled to any other benefits not specifically enumerated in this Agreement. The Parties agree, however, that the Township may amend, supplement, or cancel the benefits described in Paragraph 3.1.D, provided that any cancellations

are applicable to all directors or managers of the Township.

ARTICLE 4 - Termination of the Agreement, Disability, and Death

4.1: Termination Due to Death. This Agreement will terminate upon Mr. West's death, in which event the Township shall pay Mr. West's estate, in a lump sum in cash within thirty (30) calendar days of notice of death, the pro rata amount of the Salary in effect at the time of death earned through the date of death to the extent due but not previously paid.

4.2: Termination By Employer.

4.2.A. By the Township for Any or No Reason. The Township may terminate this Agreement for any or no reason and Mr. West recognizes that he serves at-will and at the pleasure of the Township Board. In the event that the Township exercises its right to terminate Mr. West without cause on or before September 15, 2023, he shall be entitled to four (4) months' Salary and benefits, less applicable withholdings and deductions. The lump sum shall be paid through the Township's regular payroll system. In addition, the Township shall provide Mr. West reimbursement for four (4) months of continued COBRA health care. Mr. West shall also be entitled to payout of his accumulated vacation time.

4.2.B. By the Township for Cause. If Mr. West is terminated for cause, he will only be eligible to receive the Salary and benefits to be paid or provided to him under this Agreement through the Termination Date, less applicable withholdings and deductions. "Cause" means malfeasance, misfeasance, or nonfeasance in Mr. West's employment role, and includes but is not limited to any violation of the Township's employment policies or other policies or ordinances.

4.3: Termination By Mr. West. Mr. West may terminate employment with no less than thirty (30) calendar days' notice. In the event Mr. West provides less than thirty (30) calendar days' notice, Mr. West shall only be eligible to receive the Salary and benefits to be paid or provided to him under this Agreement through the Termination Date.

4.4: Return of Materials. Mr. West acknowledges that all files, records, lists, books, products, and other materials, whether owned by the Township at the time of employment or developed during the course of employment, used in connection with its operation, shall at all times remain the property of the Township. Upon the Termination Date, Mr. West shall return all records, documents, and other written, printed, photographic or physical materials of any type that belong to or pertain to the Township, including without limitation computer print-outs, software, documents, files, manuals, drawings, plans, specifications, calculations, proposals, business and financial information, and all other documents relating to the Township then in Mr. West's possession or control, and Mr. West shall not make or retain any copies or extracts, including hand-written summations, of any such documents. In addition, Mr. West shall return to the Township all equipment, keys, credit cards and all other property of the Township prior to or upon the Termination Date.

4.5: Cooperation Covenant. During this Agreement, and after the termination of this Agreement, Mr. West agrees to fully and voluntarily cooperate and assist in defending any actions against the Township in which Mr. West is named as a defendant or witness or about

which Mr. West has knowledge The provisions of this Paragraph shall survive the expiration or termination of this Agreement for six (6) years.

ARTICLE 5 - Other Provisions

5.1: Notice. Any notice permitted or deemed to be required under this Agreement will be in writing and will be delivered by hand, facsimile transmission with subsequent written confirmation, overnight delivery service or U.S. certified mail, postage prepaid with return receipt requested, to the other party, at the address set forth in this Agreement or, if to Mr. West, to such address as is last shown in the Township's payroll records. Notices will be deemed to be given, in the case of (i) hand delivery or facsimile transmission, upon receipt; (ii) overnight delivery service, on the business day after timely delivery of a properly addressed notice with appropriate fees paid to a recognized overnight delivery service that guarantees overnight delivery; and (iii) U.S. mail, upon the third business day after proper deposit with the U.S. mail of a properly addressed notice with appropriate postage paid.

5.2: Headings. Paragraph, sub-paragraph and other headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

5.3: Entire Agreement. The terms of this Agreement may be altered only in a writing signed by all Parties. This Employment Agreement represents the full and complete agreement between the Parties concerning the terms of employment of Mr. West. Any modification of this Agreement must be in writing and signed by both Parties to this Agreement.

5.4: Severability. Each provision in this Agreement is severable. If any provision of this Agreement is ever held by a court to be unreasonable, unenforceable or void, the Parties agree that this Agreement shall not be void in its entirety. Further, the Parties agree that if any provisions are determined to be invalid or unenforceable, then the Parties shall negotiate in good faith to reach terms and conditions of employment to apply thereafter.

5.5: Waiver. Any Party's failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

5.6: Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

5.7: Binding Nature. This Agreement shall be binding upon and inure to the benefit of Mr. West and Mr. West's personal or legal representatives, executors, administrators and heirs, and shall be binding upon and inure to the benefit of the successors, assigns and representatives of the Township. Without the written consent of the Township Board, neither this Agreement nor any of its benefits may be assigned by Mr. West other than such rights or benefits as are transferred by will or by operation of law upon Mr. West's death.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the

day and year written below.

ROBERT M. WEST

Date: _____

Robert M. West

HARTLAND TOWNSHIP

Date: _____

By: _____
William Fountain
Its: Supervisor

Date: _____

By: _____
Larry N. Ciofu
Its: Clerk

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Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Mayberry Homes Development Update

Date: October 15, 2020

Recommended Action

No action is required at this time, as Mayberry Homes has been invited to provide an update regarding their proposed development.

Discussion

Mayberry Homes continues to progress through site development and is seeking participation in the proposed water main extension. Their commitment to the water main extension includes a request for a water assessment upon their current parcels.

While a water assessment alone is not unusual, the Mayberry properties have current sewer assessment balances. The combined total of the proposed water assessments and the existing sewer assessments exceed the true cash valuation of the parcels. The liability of the adding water assessments while the sewer assessments are outstanding is not favorable to the Township.

The Township has discussed the feasibility of potential water assessments for the Mayberry parcels contingent upon the sewer assessments being satisfied. The sewer assessments are contractually due in the Fall of 2021 independent of any water assessments. The most recent conversations have caused Township Administration to focus on the sewer assessments as a clear action plan from Mayberry has not been identified regarding the sewer assessments.

Mayberry Homes has been invited to discuss the overall project and provide updates related to the sewer assessments to the Township Board. This discussion is vital in the subsequent discussions related to Mayberry's participation in the water main extension project.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

MayberryPresentation.PDF

<u>Name</u>		<u>PID</u>	<u>Land Value</u>	<u>Water Assessment</u>	<u>Sewer Assessment</u>	<u>Ratio</u>
N&S	A	4708-23-400-037	\$ 940,410.00	\$ -	\$ 848,921.76	90.3%
Bazco	B	4708-23-400-036	\$ 243,946.00	\$ -	\$ -	0.0%
Bazco	C	4708-26-200-006	\$ 722,734.00	\$ -	\$ -	0.0%
N&S	D	4708-26-200-007	\$ 1,375,094.00	\$ -	\$ 1,082,243.25	78.7%
W Land	E	4708-26-200-002	\$ 800,000.00	\$ -	\$ -	0.0%
			\$ 4,082,184.00	\$ -	\$ 1,931,165.01	47.31%

