



Planning Commission

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

Planning Commission Special Meeting Agenda
Hartland Township Hall
Thursday, March 17, 2022
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of Meeting Minutes
 - [a.](#) Planning Commission Meeting Minutes of January 13, 2022
 - [b.](#) Planning Commission Meeting Minutes of February 10, 2022
6. Committee Appointments
7. Call to Public
8. Old and New Business
 - [a.](#) Site Plan Application #22-003 – Redwood Living Planned Development Final Plan
9. Call to Public
10. Planner's Report
11. Committee Reports
12. Adjournment

HARTLAND TOWNSHIP PLANNING COMMISSION **DRAFT** MEETING MINUTES

January 13, 2022– 7:00 PM

1. **Call to Order:** Vice-Chair Mitchell called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Grissim, LaRose, McMullen, Mitchell, Murphy
Absent – Commissioners Fox, Voight (resigned)
4. **2022 Annual Planning Commission Organizational Meeting**
 - a. Reaffirm By-Laws
Commissioner LaRose offered a Motion to affirm the By-Laws as presented. Seconded by Commissioner McMullen. Motion carried unanimously.
 - b. Election of Officers
Commissioner LaRose offered a Motion to retain as Planning Commission Chair, Commissioner Fox, and Vice-Chair, Commissioner Mitchell, for 2022. Seconded by Commissioner Murphy. Motion carried unanimously.

Commissioner Murphy offered a Motion to elect as Planning Commission Secretary, Commissioner LaRose, for 2022. Seconded by Commissioner Grissim. Motion carried unanimously.
 - c. Committee Appointments – postponed
5. **Approval of the Meeting Agenda:**
A Motion to approve the January 13, 2022 Planning Commission Meeting Agenda was made by Commissioner Grissim and seconded by Commissioner Murphy. Motion carried unanimously.
6. **Approval of Meeting Minutes:**
 - a. Planning Commission Meeting Minutes of October 14, 2021
A Motion to approve the Meeting Minutes of October 14, 2021 was made by Commissioner Grissim and seconded by Commissioner LaRose. Motion carried unanimously.
 - b. Planning Commission Meeting Minutes of November 18, 2021
A Motion to approve the Meeting Minutes of November 18, 2021 was made by Commissioner Murphy and seconded by Commissioner McMullen. Motion carried unanimously.
7. **Call to the Public:**
None

8. Public Hearing:

- a.** Site Plan with Special Land Use Application #22-001 Automobile fueling and convenience station - Clyde Road

Vice-Chair Mitchell opened the Public Hearing at 7:07 p.m. stating all noticing requirements have been met.

Director Langer gave an overview of the location and scope of the request stating the following:

- Located at the Northeast corner of Clyde Road and Runyan Lake Roads.
- Fueling stations are permitting in the GC (General Commercial) zoning category but require a Special Land Use Permit.
- Planning Commission will make the final decision regarding the Site Plan and a recommendation for the Special Land Use. The Township Board will make the final decision for the Special Land Use.

Representing the Applicant Michael Yatooma/Yatooma Oil were Mike Noles, Vice-President of the Umlor Group; Jason Fleis, PE, Umlor Group; Kevin Brandon, Architect/Landscape Architect BMK Design and Planning; Vito Pampelona, Pampelona Companies, Developer.

The Applicant stated the following:

- Worked very hard to submit a site plan that would be compliant with the Zoning Ordinance.
- Requesting the Planning Commission recommend approval.
- All review letters have conditions, and they are willing to meet all conditions.
- Other agencies must also approve such as Livingston County Health Department and Livingston County Road Commission.

Call to the Public

John Abbo, owner and operator of the Hartland Mobile General Store and Pizza Grill stated the following:

- Doing business in Hartland Township for 20 years.
- Supports the community in various ways.
- Concerns about traffic with the addition of diesel pumps.
- Requests the Commission table the project until more information is available, such as traffic studies.

Michele Dale-Cannaert, Hartland Township; stated the following:

- Concerned about wetland preservation and run-off contamination.
- Concerned about lighting.
- Concerned about signage.
- Concerned about clear vision, traffic, safety, and needed road improvements.
- Second fuel station is not warranted.

Dale Brewer, Broker DAB Property Consulting, LLC; stated the following:

- Stated he has been threatened.
- Submitted a communication.
- Developers are not residents.

- Stated over time this site may not be profitable and if closed could become an eyesore.
- Concerned about traffic impacts on Runyan Lake Road and Clyde Road especially during the fall when the Cider Mill traffic is at a peak, would like to have a traffic study.
- Concerned about drainage and the underground storm water storage area.
- Stated the pumps on the east side are not labeled consistently in the plans.
- Concerned about parking.
- Urged the Planning Commission to take their responsibility seriously.

Steve B. Hasbrouck, Tyrone Township; stated the following:

- Concerned about high fuel prices in Livingston County and feels competition is a good thing.
- Concerned the parcel is too small for this project and may not allow adequate access for fuel delivery trucks and traffic flow.
- Concerned on the planned location of the sewer lead.
- Recommends the fuel station install a generator as the power goes out often in this area.

Vice- Chair Mitchell closed the Public Hearing at 7:50 PM

Vito Pampelona commented on Mr. Brewer's earlier statements.

The Planning Commission reviewed the staff memorandum regarding the following:

- Special Land Use Review – General Standards
- Special Land Use Review – Applicable Site Standards

Director Langer stated the Applicant submitted a Traffic Impact Analysis prior to the meeting. Livingston County Road Commission said this project does not warrant a Traffic Impact Analysis, but one has been provided. In summary, this project does not warrant any improvements to the intersection of Runyan Lake Road and Clyde Road.

Commissioner LaRose asked the Applicant to walk the Planning Commission through the Impact Assessment and Traffic Assessment; when documents are provided at the meeting, it is difficult for the members to review the information.

Mr. Noles stated the following:

- Apologized for the late submission of the Impact Assessment and Traffic Assessment.
- Many items in the Impact Assessment were addressed in other areas such as the Wetland delineation. They consolidated everything into one Impact Assessment.
- The Assessment compiled by Julie Kroll of Fleis and Vandenbrink, states in the summary "The report indicates that no additional mitigation is recommended due to anticipated traffic volumes generated by the proposed development. Additional generated volumes can be accommodated by the existing roadway network."
- According to the study, this site is not a traffic generator but a traffic divertor.
- Suggested a condition can be added pending a review of the traffic information.
- Not a Rezoning but a Special Use within a current existing zoning.

The Planning Commission continued the review with the following:

- Site Plan Review – Applicable Site Standards
 - Off-Street Parking (Sec. 5.8.4.H) – Automobile Fueling and Convenience Station)

The Applicant said they are requesting one (1) parking space per Diesel Fuel Pump rather than three (3) stating that the layout is the most efficient, safe, has a wider area which allows for safety inspections and trucks to fuel both tanks at the same time as it is currently designed.

Commissioner Murphy asked about the number of employees. The Applicant stated they anticipate two employees at the most; typically, it will be one as it is not a full-service fuel station. It is a convenience store and a gas station. Commissioner Murphy asked if there were other similar operations with this number of staff. The Applicant stated yes, there are; Red Barn Markets. There are fifteen operating across the Midwest.

Commissioner LaRose stated she can appreciate the efficiency and space provided for large vehicles but has a couple of questions: are those straight diesel pumps? The Applicant stated yes, they are. Regarding the lot size and the curb to the north, is the turning radius based on a certain size vehicle? The Applicant replied, yes; this plan has been through several iterations, and they used truck templates to ensure an adequate turning radius for the anticipated type of trucks refueling.

Commissioner Murphy asked about the loading zone. The Applicant stated the loading zone is for the commodities sold in the store. The Applicant also indicated the location of the underground tanks and stated the fuel delivery will happen on the east side of the property. The Applicant added the ninety-percent of the commodities are delivered by a van sized vehicle, not a large truck but it can accommodate a larger truck.

Commissioner Murphy asked if this layout is a standard layout. The Applicant replied Marathon has fuel station templates and Yatooma has fuel station templates that are designed to accommodate the anticipated vehicles. Commissioner Murphy added he studied some existing recently constructed fuel stations comparing the space in between pumps and feels comfortable with the space they have allotted. The Applicant elaborated on how they arrived at this design, that Mr. Yatooma went back to the property owner to modify the purchase agreement to manage a setback issue rather than reduce the requested seventeen feet space between pumps.

○ Landscaping and Screening (Sec. 5.11)

Commissioner Grissim stated the following:

- Must work the frontage Greenbelt trees around the overhead utility lines; lines not shown clearly on the plan. The Applicant stated they attempted to meet the ordinance requirements but will make any adjustments required to the landscaping.
- Screen with the walls is a nice touch.
- Transformer/generator in the back screened with arborvitae but the height must be thirty (30) inches at a minimum and six (6) inches taller within two years.
- Infiltration trenching was unclear. The Applicant stated Livingston County Drain Commission has changed some of its storm water management standards for infiltration trenches, there may be places on the plan that need to be cleaned up, there will be specialty seed in those locations not perennial.
- The staff letter identifies other areas that need to be addressed.
- Commissioner Grissim mentioned the Landscape Island shown needs to be larger.

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- Sidewalks and Pathways (Sec. 5.12)
Concerns where the sidewalk is 5-feet wide and the potential for a further reduction of the sidewalk where parked cars overhang the sidewalk, thus potentially limiting the width of the barrier-free access route to three (3) feet in those areas. The Applicant stated they can add bumper blocks to those areas. The Applicant also stated at the barrier-free spaces bollards are planned to prevent parking overhang.

Commissioner Murphy asked about the ordinance and sidewalk requirements. Director Langer stated that applies to areas where there is a plan; this is not an area where there is a plan for sidewalks. Along M-59, there is a Sidewalk Master Plan.

Commissioner Grissim asked about the base to the barrier-free signs. The Applicant stated they can come up with something that is more than the standard post.

Commissioner Murphy asked about the different widths for the entrances. The Applicant stated he did not have an answer other than they used the truck templates to determine width required. This width can accommodate entrance, exit and left turn if needs be. Commissioner Murphy asked if the pavement would be marked. The Applicant stated that would probably be a good idea.

Commissioner Grissim stated if forty (40) feet is needed, it is fine, but if not, less pavement and impact on the environment is desired.

- Lighting (Sec. 5.13)
Commissioner Grissim commented, since there were concerns, a photometric plan was provided and meets the ordinance limiting light intrusion. The Applicant stated it is zero footcandles at the property lines as required.
- Architecture / Building Materials (Sec. 5.24)
Vice-Chair Mitchell asked if a façade materials board has been provided. The Applicant presented the materials board. Commissioner LaRose asked that the recommendation for approval include a condition that the building materials be reviewed and approved by the Planning Department and the Site Plan Review Committee. The Applicant agreed.

Vice-Chair Mitchell stated two pole signs are located within the subject site, with one sign advertising for Spicer Orchard and another for Parshallville Cider Mill. Once the applicant proceeds with the proposed project for an automobile fueling and convenience station, the signs will not be permitted. Approval of SP/SUP #22-001 does not include approval of any signage.

Commissioner LaRose commented the grading seems to extend beyond the property limit and asked if there have been conversations with bordering properties about grading easements. The Applicant stated it was noted in one of the reviews that an off-site easement would be required. This property is a parcel split from a larger piece; thus, the neighboring property is a cooperative party. An easement has already been drafted as part of the sale agreement. It also addressed storm water management.

Vice-Chair Mitchell stated the following to address some of the concerns expressed during the public comment:

- Not a rezoning. The property is properly zoned for this project.
- Wetland area is addressed in an email from the Michigan Department of Environment, Great Lakes and Energy (EGLE) stating they do not have concerns with filling the small wetland area.

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- Monument sign(s) will be a different review by the Planning Department as the Planning Commission does not evaluate signs.
- Traffic concerns were addressed by the Livingston County Road Commission who did not determine improvements were warranted to either Clyde Road or Runyan Lake Road.
- Storage tank locations are shown on the plan.

Commissioner LaRose commented she can appreciate and understand some of the concerns expressed tonight regarding infrastructure, the review process on the storm water side and the sanitary sewer side as well as traffic; but she has confidence in the agencies that will be reviewing these plans and issuing permits for the various components. As a Planning Commissioner she is aware of the items that the Planning Commission is required to review and approve and also knows there are other agencies in place that will take a very in-depth look at those other issues; any areas of concern will be noted and addressed.

Commissioner Murphy was unsure if the information received regarding traffic is enough or if a traffic impact study should be completed.

Commissioner LaRose stated the following:

- She is aware the traffic information was presented tonight but she understands what is being presented.
- Asked if Fleis and Vandenbrink is a third party traffic consultant. The Applicant confirmed it is. Commissioner LaRose continued stating if it were not, they might need something more. The Applicant stated there is no connection between Umlor and Fleis and Vandenbrink.
- Views this as a shift in traffic patterns.
- Some of the counts were counts from the freeway, not exiting traffic.
- The report does give information about the existing situation.
- Would be hesitant to require a full traffic assessment as the information is present in the materials provided.
- Does not see how anything would change by having another traffic assessment completed.
- There is only so much someone who is building can do.
- Whether or not traffic lights are installed is out of the control of Hartland Township and the Planning Commission.

The Planning Commission briefly discussed traffic in the area and the report provided. The Applicant reiterated they would be happy to have, as a condition of approval, a professional review of the traffic information submitted. He mentioned due to COVID fewer people are moving about so actual traffic counts may be affected. The Road Commission asked them to use historical data instead to provide a more accurate report of traffic counts.

Vice-Chair Mitchell commented he too was unsure of the impact this project will have on that area. He stated the Planning Commission had concerns about the fuel station at the corner of M-59 and Clark Road, with the two exits on Clark Road but they have not materialized, and that business has a drive-through. He does not feel there will be a great deal of extra traffic added with this project; traffic is not a reason this project should not move forward.

Commissioner LaRose offered the following Motion:

Move to recommend approval of Site Plan with Special Land Use Application #22-001, a request to construct an approximate 6,000 square foot convenience store and automobile fueling station, on a vacant parcel in Section 4 of the Township, north of Clyde Road and east

of Runyan lake Road (Tax Parcel ID #4708-04-300-001 & 4708-04-300-002). The recommendation for approval is based on the following findings:

1. The proposed special land use, automobile fueling and convenience station, meets the intent and purposes of the Ordinance as well as the specific Special Use standards outlined in Section 6.6 (Special Uses).
2. The proposed use is permitted in the GC (General Commercial), as outlined in Section 3.1.14.D.xviii, and the proposed use is compatible with the existing uses in the vicinity.
3. The proposed use will be served by public sanitary sewer, by existing essential facilities and public services, and the Fire Department has no objection.
4. The proposed use will be served by public roads with direct access to Clyde Road and Runyan Lake Road; and the proposed development is located adjacent to an entrance and exit ramp from US-23, which is a divided highway.
5. The proposed use will not create additional requirements at public cost for public facilities as the proposed site will be served by public sanitary sewer and private on-site well (water).

Approval is subject to the following conditions:

1. The proposed Special Land Use, automobile fueling and convenience station, is subject to approval by the Township Board.
2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated January 6, 2022 on the Construction Plan set, subject to an administrative review by the Planning staff prior to the issuance of a land use permit.
3. A land use permit is required after approval of the Site Plan and Special Use Permit and prior to construction.
4. Prior to the issuance of a land use permit for construction, the applicant shall provide product information on all building façade materials (specifications, manufacturer, and color) to the Planning Department. The façade materials may require approval by the Planning Commission.
5. The property shall obtain all necessary approvals through the land division process.
6. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant (HRC), Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
7. The Township will engage in a professional review of the traffic study; costs will be covered by the Applicant.

Seconded by Commissioner Grissim. Motion carried.

RESULT:	RECOMMENDED APPROVAL
MOVER:	Commissioner LaRose
SECONDER:	Commissioner Grissim
AYES:	Commissioners Grissim, LaRose, Mitchell, Murphy
NAYS:	Commissioner McMullen

[BREAK 9:10 p.m. – 9:20 p.m.]

9. Old and New Business:

- a. Site Plan Application #22-002 Residential development with two-family dwellings on Arena Drive** – a request to construct five (5) detached residential duplex buildings, each with two (2) apartment units, for a total of ten (10) residential units, on an undeveloped parcel on Arena Drive.

Director Langer gave an overview of the location and scope of the request stating the following:

- Located off Arena Drive to the east.
- Proposing a two-family, two-unit building duplexes, 10 units.
- Seeking site plan approval.

Lomberto Smigliani, AIA, Senior Vice President, Plante & Moran Cresa representing the Applicants, introduced Fadi Khalil, PE, Angle Design and Engineering; Paljo and Maria Vulaj, Developers; and stated the following:

- Offering something more unique.
- Good use for this location.
- Hartland is a desirable area to be.
- Units are approximately 1300 square feet two-bedroom units with multiple bathrooms and a two car garage.
- Site dictated the design: more units may have been allowed but felt this was the appropriate number.
- Developers have been active in the area for many years, take pride in their projects, want it to be successful for many years to come.

Vice-Chair Mitchell referred to the staff memorandum dated January 6, 2022.

The Planning Commission discussed the following:

Maximum Lot Coverage (Sec. 3.1.9.E)

Twenty percent (20%) allowed; Twenty-three percent (23%) requested. **The Planning Commission agreed.**

- Ranch-style with garages create a larger footprint.
- Other projects have been allowed greater than twenty-percent recently.
- Limit may need to be reviewed in the near future.

Off-Street Parking (Section 5.8.4.H - Parking Standards for Two-Family Residential)

- Required two (2) spaces for each dwelling unit; additional parking is available on the driveway.
- Driveway length is forty-four (44) feet from the edge of the sidewalk to the garage.

Landscaping and Screening (Sec. 5.11)

- The Township is trying hard to get street trees between the curb and the sidewalk, but the utilities make that a challenge.
- They are doing the best they can.
- The rest looks great.

Architecture / Building Materials (Sec. 5.24)

- Ordinance design standards do not apply to duplex units.
- Applicant has provided façade renderings and shared a materials sample board.
- Mix of standard residential materials: building materials include vinyl siding and brick as an accent on the porch pillars (front and rear covered porches) and banding along the bottom of each building.
- Will use arborvitae in the rear porch area to give a little separation but not a fence or wall.

Commissioner Murphy asked about the sidewalk. The Applicant stated it ends at the property line, but they would like it to continue and connect if something can be worked out with the adjacent property owner. Commissioner LaRose expressed concern about who would be responsible. The Applicant stated they would and did not think it would be an issue.

Commissioner Murphy asked about the interior. The Applicant stated they are planning nine-foot ceilings using some vaulted areas to add interest; a mix of carpet, ceramics and some vinyl tile; granite countertops.

Commissioner LaRose offered the following Motion:

Move to approve Site Plan Application #22-002 a request to construct five (5) detached residential duplex buildings, each with two (2) apartment units, for a total of ten (10) residential units, on an undeveloped parcel on Arena Drive. Approval is subject to the following conditions:

- 1. The applicant shall adequately address the outstanding items noted in the Planning Department’s memorandum, dated January 6, 2022, on the Construction Plan set, subject to an administrative review by the Planning staff prior to the issuance of a land use permit.**
- 2. Applicant complies with any requirements of the Department of Public Works Director, the Township Engineering Consultant, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.**

Seconded by Commissioner Murphy. Motion carried

RESULT:	APPROVED
MOVER:	Commissioner LaRose
SECONDER:	Commissioner Murphy
AYES:	Commissioners Grissim, LaRose, Mitchell, Murphy
NAYS:	Commissioner McMullen

10. Call to the Public:

None

11. Planner Report:

None

12. Committee Reports:

13. Adjournment:

A Motion to adjourn was made by Commissioner Grissim and seconded by Commissioner Murphy. Motion carried unanimously. The meeting was adjourned at approximately 9:46 PM.

HARTLAND TOWNSHIP PLANNING COMMISSION **DRAFT** MEETING MINUTES

February 10, 2022– 7:00 PM

1. **Call to Order:** Chair Fox called the meeting to order at 7:00 p.m.

2. **Pledge of Allegiance:**

3. **Roll Call and Recognition of Visitors:**

Present – Commissioners Fox, Grissim, McMullen, Mitchell, Murphy

Absent – Commissioner LaRose

4. **Approval of the Meeting Agenda:**

A Motion to approve the February 10, 2022 Planning Commission Meeting Agenda was made by Commissioner Grissim and seconded by Commissioner Murphy. Motion carried unanimously.

5. **Approval of Meeting Minutes:**

a. Planning Commission Meeting Minutes of December 2, 2021

A Motion to approve the Meeting Minutes of December 2, 2021 was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously.

6. **Call to the Public:**

None

7. **Public Hearing:**

a. **Rezoning #22-001 (Buti)** a request to rezone the property located at 2473 Clark Road from CA (Conservation Agricultural) to SR (Suburban Residential).

Chair Fox opened the Public Hearing at 7:03 p.m. stating for the record all noticing requirements have been met.

Planner Wyatt summarized the Rezoning request and the approval procedure.

Attorney Alexander Reuter, Representing the Applicant, introduced himself.

Call to the Public

None

Chair Fox closed the Public Hearing at 7:11 p.m.

Chair Fox reviewed the 13 criteria for a Zoning Map Amendment (Section 7.4.3) as outlined in the staff memorandum dated February 3, 2022.

The Planning Commission discussed the topic of spot zoning (Section 7.4.3.K) as related to the subject property. Comments include the following;

- Chair Fox did not think this rezoning request met all four of the criteria of a spot zoning as outlined in the staff memorandum.
- Commission Murphy was in support of rezoning the subject property from CA to SR and looking at the whole area in the future regarding any zoning changes.
- Commissioner Mitchell noted the uses allowed in the CA and SR zoning districts are similar in nature and he did not think the rezoning request appeared to be spot zoning.
- Commissioner Grissim asked when the Township would consider rezoning the whole area to the same zoning category. Planner Wyatt noted many variables could be considered regarding a rezoning and that the Planning Commission would be the body that would initiate a rezoning.
- Attorney Reuter offered his comments, noting that the subject property and surrounding properties are residential in nature and the rezoning request from CA to SR is consistent with the existing land uses in the area.

Commissioner Grissim offered the following Motion:

The Planning Commission Recommends Approval of Rezoning Application #22-001 based on the following findings:

1. **The requested rezoning of the subject property to the SR (Suburban Residential) zoning classification is consistent with the Township’s Comprehensive Development Plan, which indicates the property should be developed as Medium Suburban Density Residential.**
2. **Access to the subject property is provided along Clark Road and will bring the property into compliance with the required lot width along Clark Road.**
3. **The requested rezoning of the subject properties to SR (Suburban Residential) zoning classification is compatible with the surrounding residential uses and zoning and is more appropriate than the current CA (Conservation Agricultural) zoning classification.**

Seconded by Commissioner Mitchell

Chair Fox indicated there was an error in the memorandum in the first finding, at the end of the sentence, and should be revised to say “... which indicates the property should be developed as Medium Suburban Density Residential.” **The Maker and Seconder agreed.**

Motion carried unanimously

8. Resolution of Appreciation for Keith Voight

- a. Resolution of Appreciation

Commissioner Grissim offered the following Resolution of Appreciation.

RESOLUTION NO. 22-01
RESOLUTION OF APPRECIATION FOR DISTINGUISHED SERVICE BY
PLANNING COMMISSIONER KEITH VOIGHT

At a regular meeting of the Planning Commission of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on February 10, 2022 at 7:00 p.m.

PRESENT: Commissioners Fox, Grissim, McMullen, Mitchell, Murphy

ABSENT: Commissioner LaRose

The following preamble and resolution were offered by Commissioner Mitchell and seconded by Commissioner Murphy.

WHEREAS, Commissioner Keith Voight has served faithfully and demonstrated great leadership on the Planning Commission; and

WHEREAS, Commissioner Keith Voight was appointed on December 20, 2005, started with the Planning Commission on January 1, 2006, served as Secretary of the Planning Commission, and also served as a member of the Ordinance Review Committee and Site Plan Review Committee; and

WHEREAS, that leadership was instrumental in outcomes such as promoting smart growth and development throughout the Township, including growing and expanding the Township's exceptional parks resources; and

WHEREAS, often Planning Commission decisions and discussion were sometimes difficult, Commissioner Keith Voight helped to navigate through difficult times such as the financial crises of the 2000s, persevering through the challenges of remote and in person meetings during the pandemic, as well as balancing future development with neighbor concerns, and

WHEREAS, Commissioner Keith Voight leadership has always put the health, safety and well-being of the Hartland community first.

NOW, THEREFORE, BE IT RESOLVED, that the Hartland Township Planning Commission extends its deep gratitude to Commissioner Voight for his years of service to the community, wishing him all the best in his future endeavors.

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

RESULT:	APPROVED
MOVER:	Commissioner Mitchell
SECONDER:	Commissioner Murphy
AYES:	Commissioners Fox, Grissim, McMullen, Mitchell, Murphy
NAYS:	NONE

Seconded by Commissioner Murphy who recommended adding a statement to the resolution that Commissioner Voight also served as the Secretary of the Planning Commission. The Maker agreed. Motion carried unanimously.

9. Call to the Public:

Wes Nakagiri, Livingston County, District 3 Representative for most of Hartland Township, introduced himself to the Planning Commission.

10. Planner Report:

Planner Wyatt noted that several approved residential and commercial projects are moving toward the construction stage.

11. Committee Reports:

None

12. Adjournment:

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously. The meeting was adjourned at approximately 7:40 PM.

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

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

Date: March 10, 2022

Recommended Action

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

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

Discussion

Applicant: Redwood Living

Site Description

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

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

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

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

The 2015 FLUM designates the parcel east of Hartland Glen Lane as a Special Planning Area. The 2020-2021 Amendment to the FLUM now designates the two (2) properties north of the project area as a Special Planning Area (12396 and 12398 Cundy Road). The parcel west of the project area, addressed as 12250 Cundy Road, is designated as Medium Suburban Density Residential on the 2015 FLUM.

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

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

Site History

REZ #361 (2017)

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

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

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

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

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

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

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

1. The Preliminary Planned Development Site Plan for Redwood Living, SP PD #21-005, is subject to the approval of the Township Board.
2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated June 17, 2021, and July 15, 2021, and August 11, 2021, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
3. As part of the Final Plan Review, the applicant, and/or any future owners shall agree to not interfere or object to any future roadway and/or pedestrian connections to the east. Any future ingress-egress easement agreement shall comply with the requirements of the Township Attorney.
4. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any easements and access agreements. A landscape easement and

maintenance agreement are required for properties to the north, and an access and maintenance agreement will be required for the use of the Hartland Glen Lane.

5. The applicant shall obtain any permits from the Livingston County Road Commission for any and all improvements to Hartland Glen Lane within the road right-of-way of Cundy Road.
6. Municipal water shall be available for this development. In the event that municipal water is not available for this project, the developer shall re-submit plans to be approved by the Planning Commission and Township Board that provide an acceptable water source.
7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other governmental agencies, as applicable.
8. The applicant shall modify the site plan to show all easements that are off-site, such as, but not limited to, the sanitary pump station.
9. The applicant shall work with the Township staff on a revised landscape plan to incorporate more street trees.

Planned Development Procedure

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD Planned Development. Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step. The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD. Given the requirements for publishing a notice for the planned development, the public hearing was held at the June 24, 2021 Planning Commission meeting. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

For all intents and purposes, the Preliminary Plan step is essentially the same as a preliminary site plan review for a conventional project in the Township. All the information and details required for a preliminary site plan approval must be provided for the Preliminary PD review and approval. Final PD review will involve detailed plans for those phases for which construction is intended to begin immediately, review of the Planned Development Agreement, and other written documents as applicable.

Overview of the Proposed Use

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

There are four (4) types of apartment buildings: 3-unit, 4-unit, 5-unit, and 6-unit. In total there are 30 apartment buildings and 148 units. Six (6) different building models are offered, with varying architectural designs and interior layout options. Architectural plans and floor plans have been submitted by the applicant. Each apartment unit has 2 bedrooms, 2 bathrooms, and an attached 2-stall garage. The

unit size ranges from 1,300 to 1,600 square feet. The driveway for each unit is a minimum 25 feet long, as measured from the leading edge of the unit to the back of the street or to the leading edge of the sidewalk pavement, to accommodate residents parking two (2) vehicles and not impede with the accessible sidewalk along the road.

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

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

Legal Documents and Submittals

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

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

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

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

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

Redwood Living Planned Development Agreement Outline Draft

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

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

Prohibited Uses.

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

Final Plan (Exhibit B)

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

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

Access Easement (Exhibit C)

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

Offsite Landscape Easement (Exhibit D)

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

Offsite Sign Easement (Exhibit E)

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

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

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

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

Offsite Pump Station Easement (Exhibit F)

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

Rezoning of the subject properties

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

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

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Township Engineer’s Review

No comments at this time.

Hartland Deerfield Fire Authority Review

No comments at this time.

Hartland Township DPW Review

No comments at this time.

Attachments

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

CC:

HRC, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2022 Planning Commission Activity\Site Plan Applications\SP PD #22-003 Redwood Final PD\Staff Reports\Planning Commission\SP PD #22-003 Final PD staff report PC 03.10.2022.docx

**REDWOOD
PLANNED DEVELOPMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

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

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

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

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

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

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

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

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

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

PAGE INTENTIONALLY ENDS HERE

SIGNATURES FOLLOW

SIGNATURE PAGE OF THE TOWNSHIP

TOWNSHIP OF HARTLAND,
a Michigan municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

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

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

Prepared by:

When recorded, return to:

SIGNATURE PAGE OF THE APPLICANT

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

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

By: _____
Name: TBD
Its: Managing Director

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

ACKNOWLEDGEMENT

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

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

EXHIBIT “A”

PROPERTY DESCRIPTION

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

[to be inserted]

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

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

EXHIBIT “B”

THE FINAL PLAN

[to be inserted]

EXHIBIT "C"

ACCESS EASEMENT

EASEMENT AGREEMENT
(North and South)

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

RECITALS

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

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO EASEMENT AGREEMENT (NORTH AND SOUTH)

GRANTOR:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantee Property

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

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Easement Area

(see attached)



BERGMANN
ARCHITECTS ENGINEERS PLANNERS

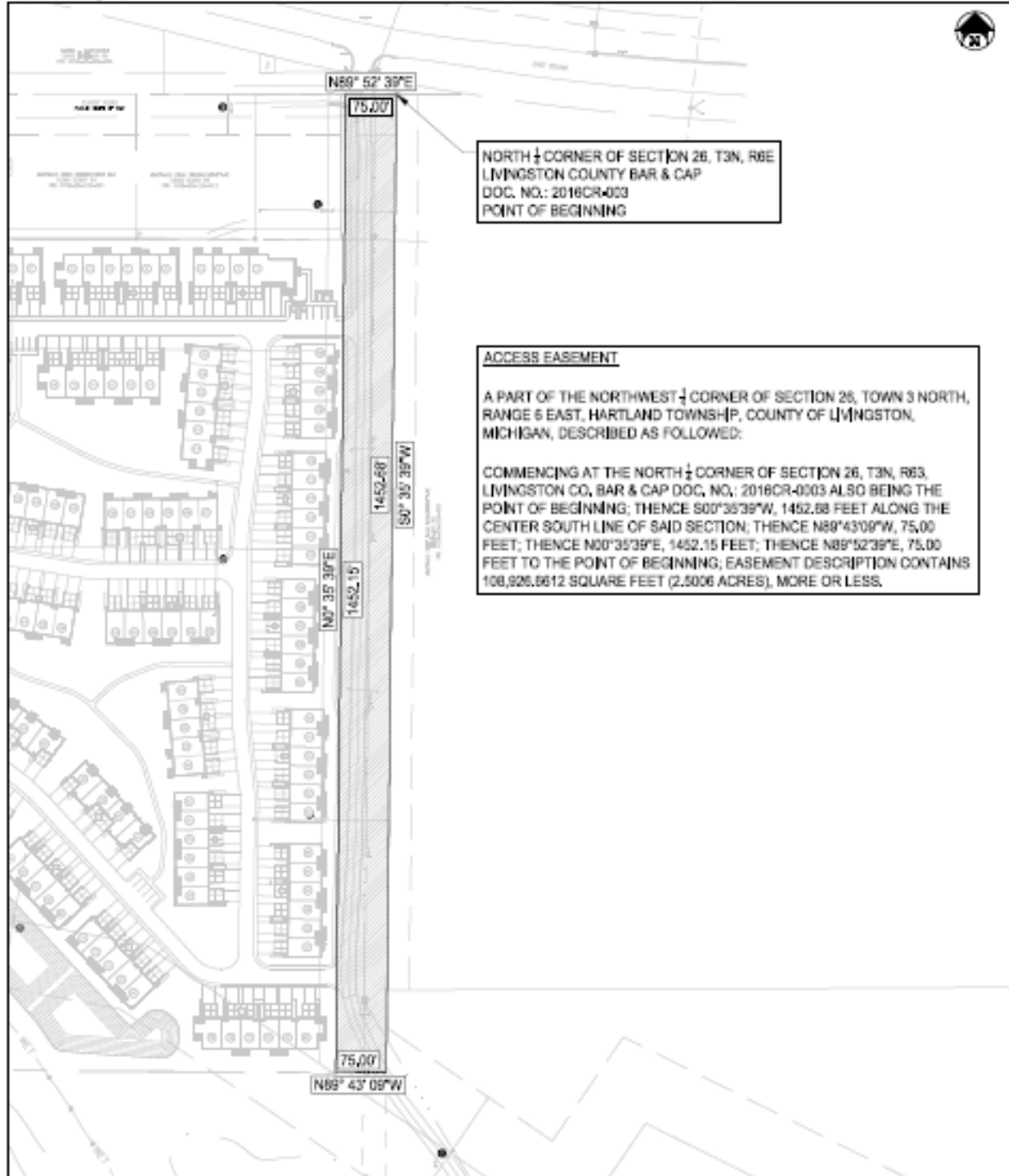
DRAWING TITLE:

EXHIBIT C - ACCESS EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=200'



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

EXHIBIT "D"

LANDSCAPING EASEMENT

LANDSCAPE EASEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

19. Landscape Activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

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

GRANTOR:

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

By: _____
Name: _____
Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
COUNTY OF _____) §

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

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

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

GRANTEE:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantor Property

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

Tax ID Number: 4708-26-100-012

Commonly known as: 12398 Cundy Road

EXHIBIT C

Easement Area

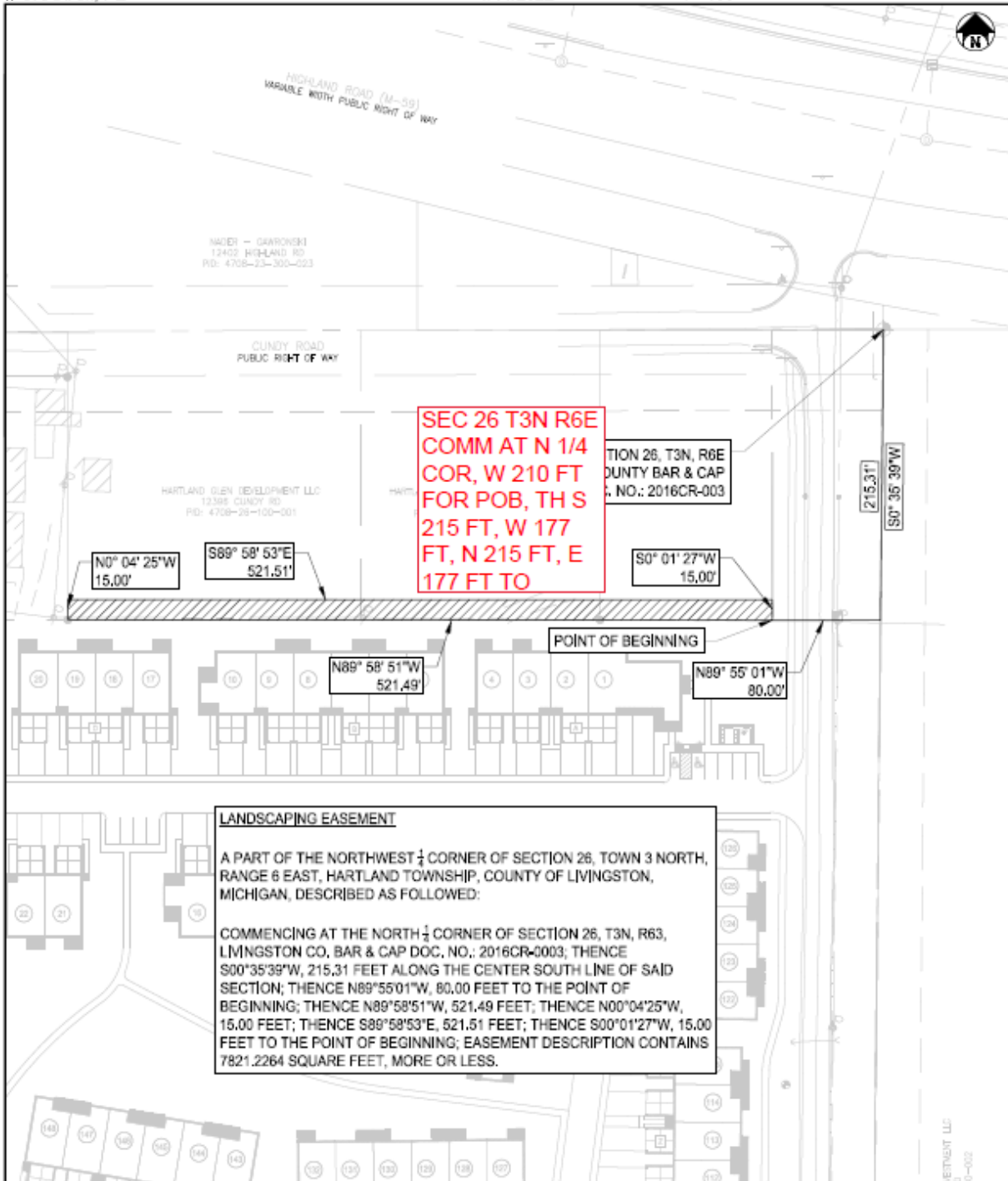
(see attached)

DRAWING TITLE:
EXHIBIT C - LANDSCAPING EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=100'



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

EXHIBIT "E"

SIGN EASEMENT

SIGN EASEMENT AGREEMENT

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

RECITALS

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

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

assigns.

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

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

GRANTOR:

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

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)

) §

COUNTY OF _____)

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

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

GRANTEE:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

Tax ID Number:

Commonly known as:

EXHIBIT B

Grantor Property

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

Tax ID Number: 4708-26-100-021

Commonly known as:

EXHIBIT C

Easement Area

(see attached)



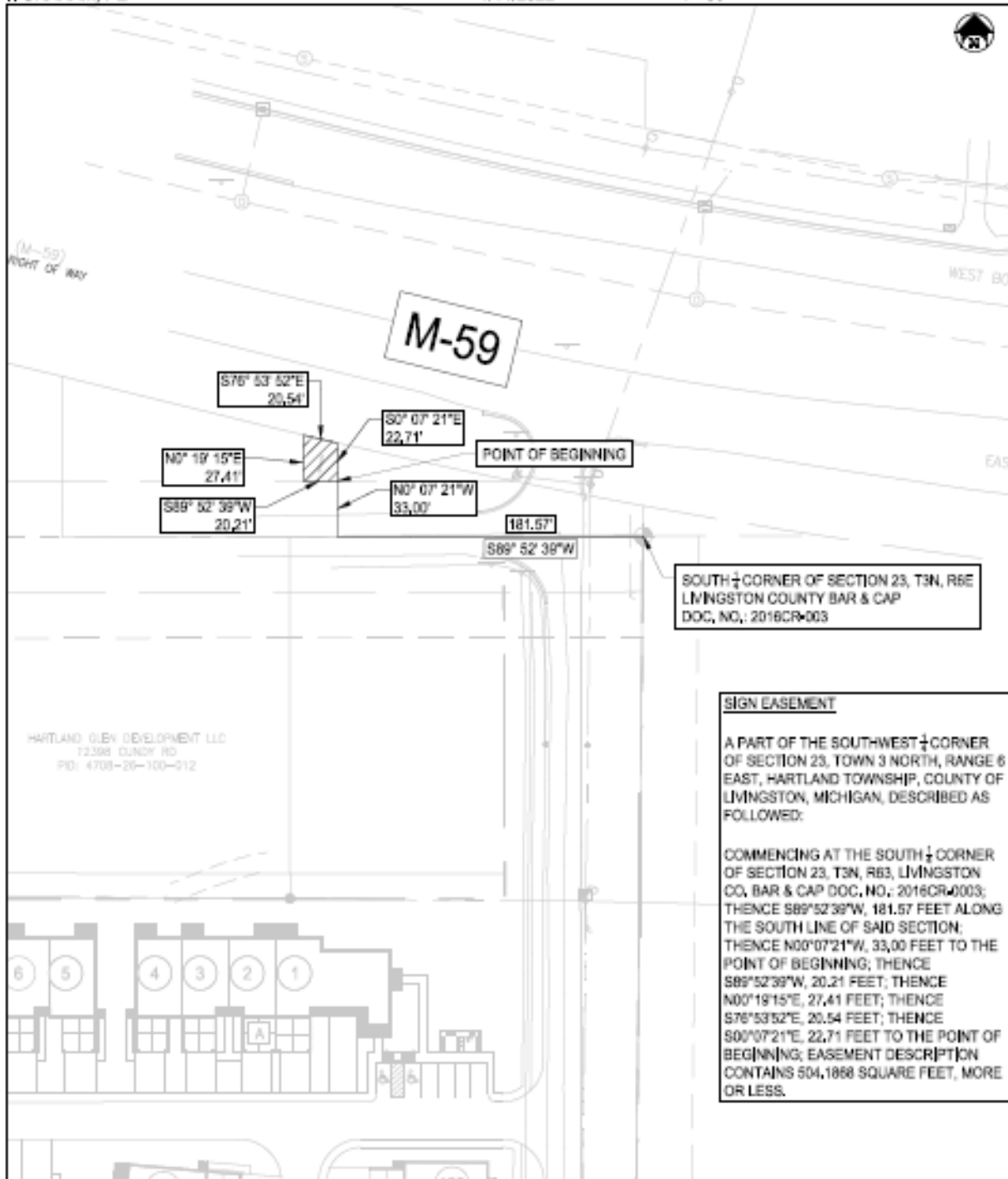
DRAWING TITLE:

EXHIBIT C - SIGN EASEMENT

BY: J. GRAHAM, PE

DATE: 1/11/2022

SCALE: 1"=80'



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

EXHIBIT "F"

OFFSITE PUMP STATION EASEMENT

PUMP STATION EASEMENT AGREEMENT

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

RECITALS

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

Signature Page to Pump Station Easement Agreement

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

HARTLAND GLEN:

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

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
) §
COUNTY OF _____)

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

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

Signature Page to Pump Station Easement Agreement

REDWOOD:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Hartland Glen Property

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

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Location of Pump Station Improvements

(see attached)

DRAWING TITLE:
EXHIBIT C - PUMP STATION EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=200'

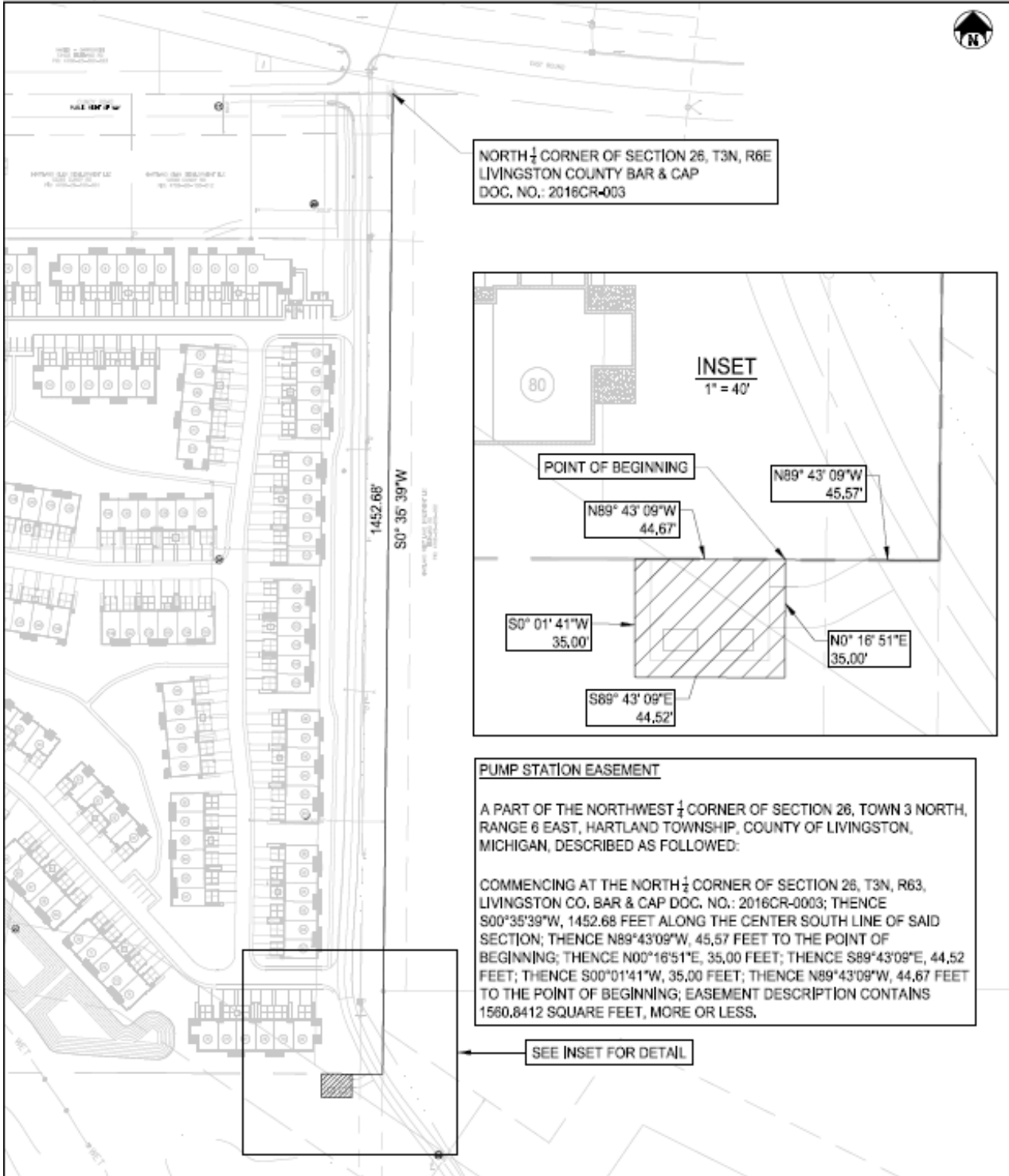


EXHIBIT “G”

LIST OF PLANS AND DOCUMENTS SUBMITTED BY APPLICANT

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



Board of Trustees

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

Matthew J. Germane, Trustee
Summer L. McMullen, Trustee
Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

August 19, 2021

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

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

Dear Ms. Rokoci:

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

Approval was subject to the following:

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

August 19, 2021

Page 2

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

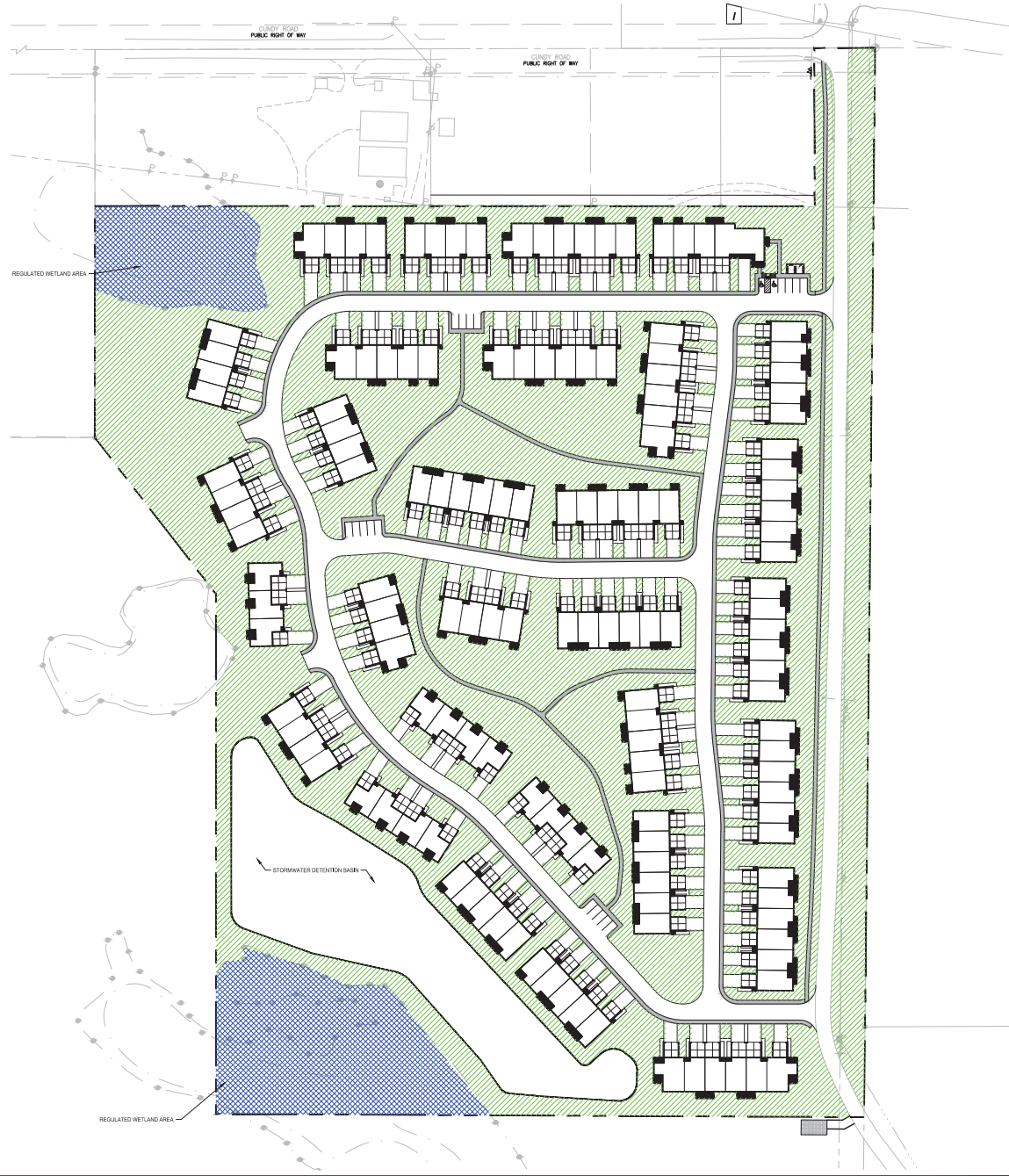
If you have any questions, please contact me at (810) 632-7498.

Sincerely,



Troy Langer
Planning Director

CC: Isam Yaldo, Hartland Glen Development, LLC



OPEN SPACE	
TOTAL AREAL AREA	27.15 AC
REQUIRED OPEN SPACE	6.29 AC
REQUIRED USABLE OPEN SPACE	2.71 AC
LAWN AREA	11.35 AC
BIOWALK AREA	0.80 AC
DETENTION POND AREA	1.67 AC
WETLAND AREA	2.02 AC
TOTAL USABLE OPEN SPACE (LAWN AREA + BIOWALK AREA)	12.15 AC
TOTAL OPEN SPACE (LAWN AREA + BIOWALK AREA + DETENTION POND + WETLANDS)	16.62 AC

SITE LEGEND:

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



REDWOOD HARTLAND TOWNSHIP

HIGHLAND ROAD (M-59)
HARTLAND, MI 48353



7007 E. PLEASANT VALLEY RD
INDEPENDENCE, OH 44131



Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
7350 West Saginaw Hwy.
Suite 200
Lansing, MI 48917
office: 517.272.3835
fax: 517.272.3836
www.bergmannpc.com

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

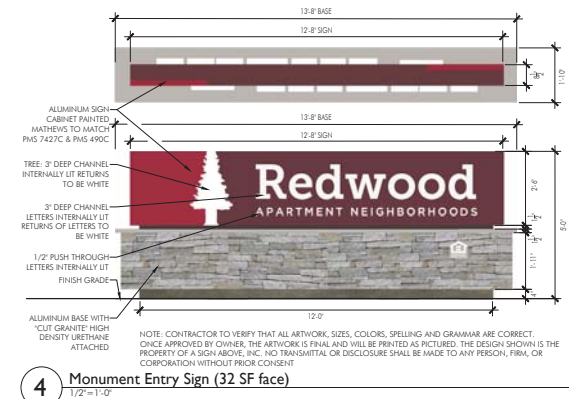
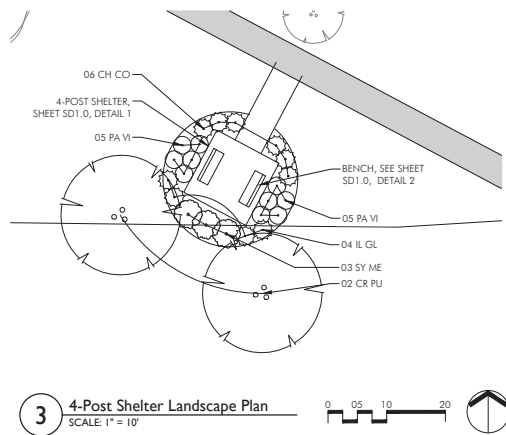
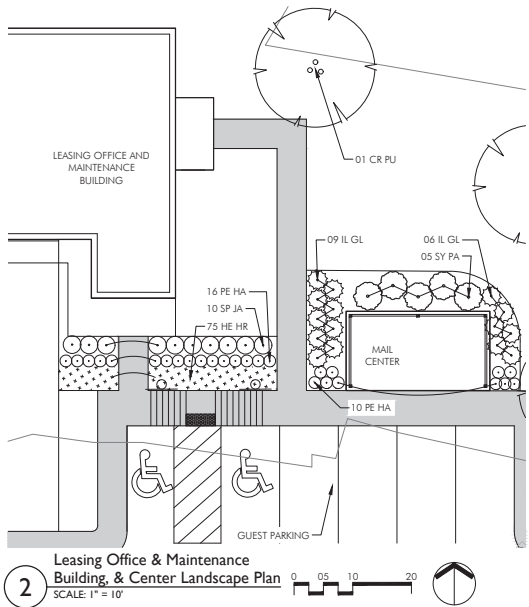
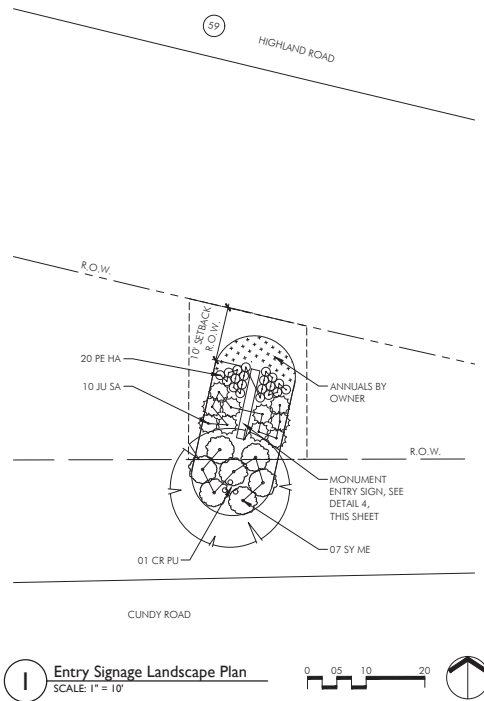
Not For Construction

Copyright © Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

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

OPEN SPACE PLAN

C203



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

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

PODdesign.net

Project Name

**Redwood
Harland MI**
Harland Township, MI



Prepared For

Redwood Living
7007 East Pleasant Valley Road
Independence, OH 44131

Project Info

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

Revisions

Sheet Title

**LANDSCAPE
PLAN
ENLARGEMENTS**

Sheet #

L1.3

**REDWOOD
PLANNED DEVELOPMENT AGREEMENT**

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

RECITALS

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

Commented [HM1]: See comment below.

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

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

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

PAGE INTENTIONALLY ENDS HERE
SIGNATURES FOLLOW

SIGNATURE PAGE OF THE TOWNSHIP

TOWNSHIP OF HARTLAND,
a Michigan municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

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

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

Prepared by:

When recorded, return to:

SIGNATURE PAGE OF THE APPLICANT

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

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

By: _____
Name: TBD
Its: Managing Director

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

ACKNOWLEDGEMENT

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

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

EXHIBIT "A"

PROPERTY DESCRIPTION

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

[to be inserted]

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

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

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

EXHIBIT "C"

ACCESS EASEMENT

EASEMENT AGREEMENT
(North and South)

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

RECITALS

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

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO EASEMENT AGREEMENT (NORTH AND SOUTH)

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

GRANTEE:

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

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)

COUNTY OF _____) §

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

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO EASEMENT AGREEMENT (NORTH AND SOUTH)

GRANTOR:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantee Property

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

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Easement Area

(see attached)

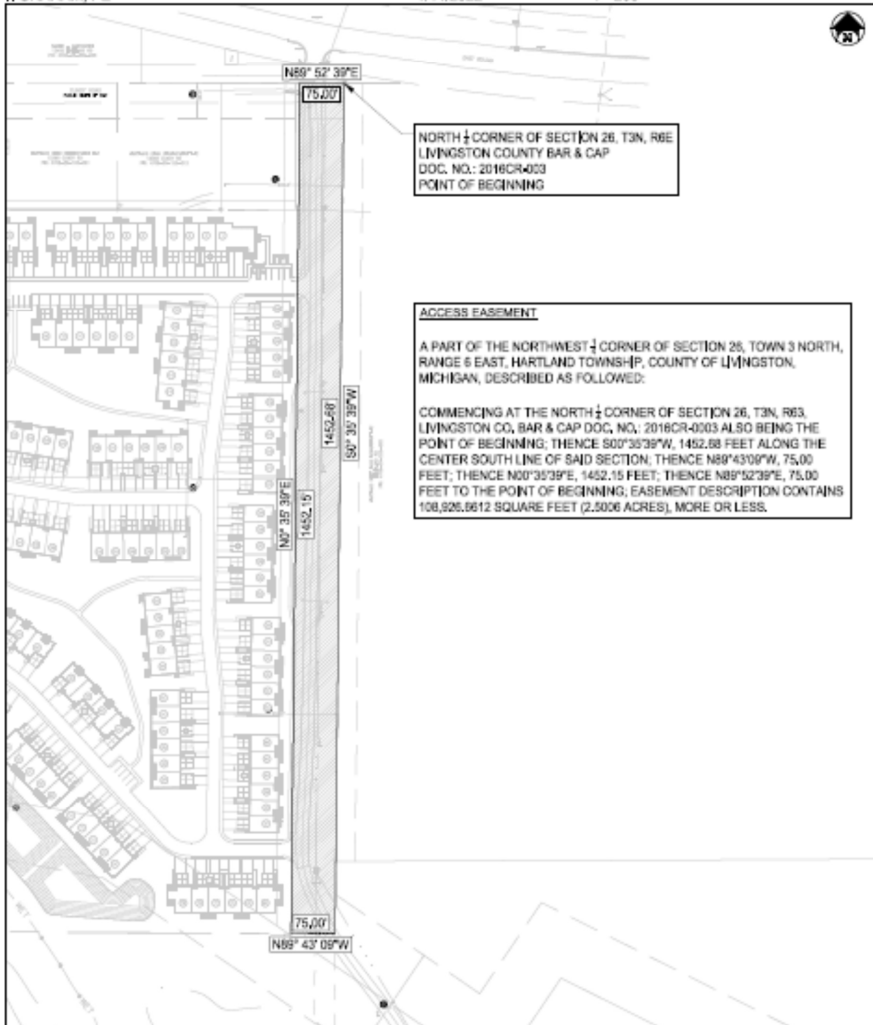
DRAWING TITLE:

EXHIBIT C - ACCESS EASEMENT

BY: J. GRAHAM, PE

DATE: 1/11/2022

SCALE: 1"=200'



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

EXHIBIT "D"
LANDSCAPING EASEMENT

LANDSCAPE EASEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

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

19. Landscape Activities.

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

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

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

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

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

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

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

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

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

Commented [HM6]: Numbering is all off.

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

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

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

GRANTOR:

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

By: _____

Name: _____

Date: _____, 2022

STATE OF MICHIGAN)
COUNTY OF _____) §

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

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO LANDSCAPE EASEMENT AGREEMENT

GRANTEE:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Grantor Property

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

Tax ID Number: 4708-26-100-012

Commonly known as: 12398 Cundy Road

EXHIBIT C

Easement Area

(see attached)

DRAWING TITLE:
EXHIBIT C - LANDSCAPING EASEMENT

BY:
I, GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=100'

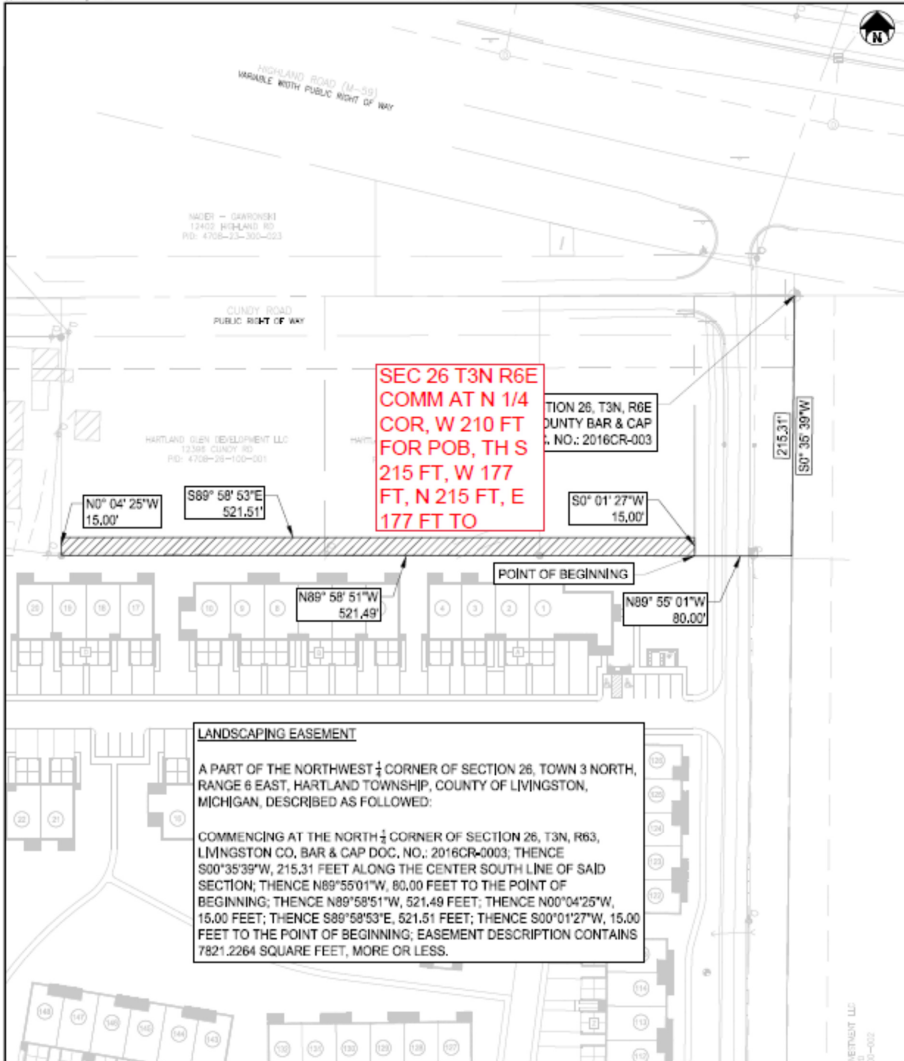


EXHIBIT "E"

SIGN EASEMENT

SIGN EASEMENT AGREEMENT

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

RECITALS

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

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

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

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

CONSIDERATION AND AGREEMENT

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

Commented [HM7]: Lettering needs to be fixed.

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

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

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

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

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

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

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

Commented [HM9]: Numbering.

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

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

assigns.

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

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

GRANTOR:

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

By: _____

Name: _____

Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
) §
COUNTY OF _____)

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

State of _____, County of _____

Notary Public, _____

Acting in the County of _____

My commission expires _____

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

SIGNATURE PAGE TO SIGN EASEMENT AGREEMENT

GRANTEE:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

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

Tax ID Number:
Commonly known as:

EXHIBIT B

Grantor Property

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

Tax ID Number: 4708-26-100-021

Commonly known as:

EXHIBIT C

Easement Area

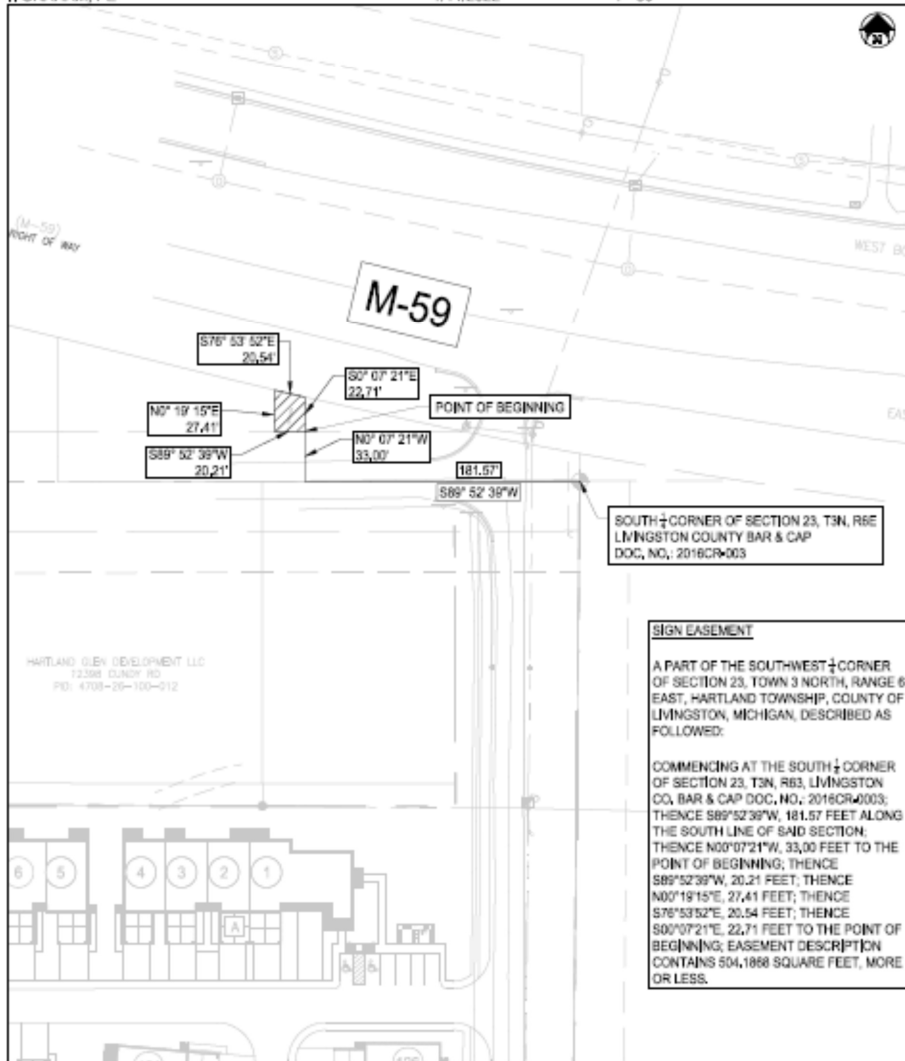
(see attached)

DRAWING TITLE:
EXHIBIT C - SIGN EASEMENT

BY:
J. GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=80'



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

EXHIBIT "F"

OFFSITE PUMP STATION EASEMENT

PUMP STATION EASEMENT AGREEMENT

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

RECITALS

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

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

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

CONSIDERATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURES AND NOTARIZATION ON THE NEXT PAGES)

Signature Page to Pump Station Easement Agreement

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

HARTLAND GLEN:

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

By: _____
Name: _____
Its: _____

Date: _____, 2022

STATE OF MICHIGAN)
) §
COUNTY OF _____)

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

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

(SIGNATURES AND NOTARIZATION CONTINUE ON NEXT PAGE)

Signature Page to Pump Station Easement Agreement

REDWOOD:

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

By: _____
Name: David Conwill
Its: Authorized Manager

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

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

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

EXHIBITS:

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

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

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

EXHIBIT A

Redwood Property

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

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

Tax ID Number: 4708-26-100-020

Commonly known as:

EXHIBIT B

Hartland Glen Property

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

Tax ID Number: 4708-26-100-023

Commonly known as:

EXHIBIT C

Location of Pump Station Improvements

(see attached)

DRAWING TITLE:
EXHIBIT C - PUMP STATION EASEMENT

BY:
I, GRAHAM, PE

DATE:
1/11/2022

SCALE:
1"=200'

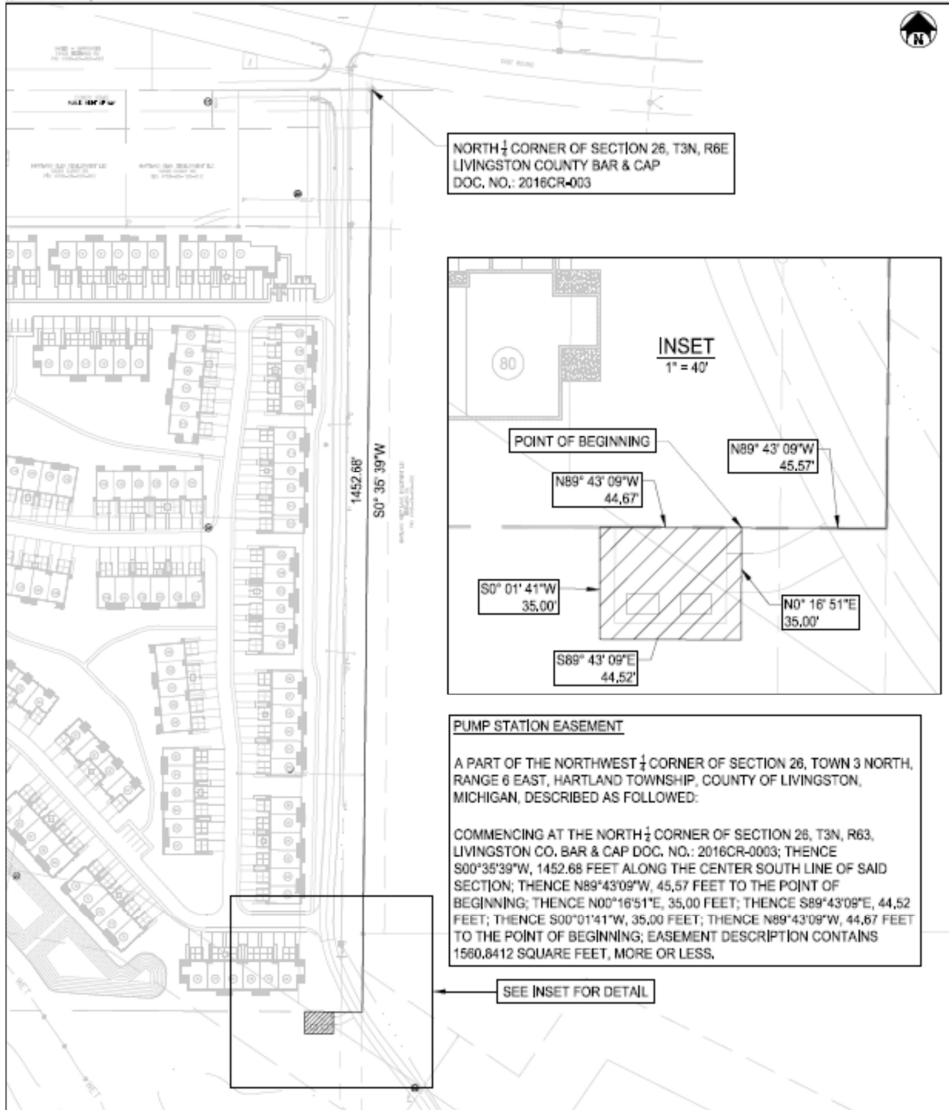


EXHIBIT “G”

LIST OF PLANS AND DOCUMENTS SUBMITTED BY APPLICANT

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