



## Planning Commission

Larry Fox, Chairperson	Joseph W. Colaianne, Trustee
Michael Mitchell, Vice-Chairperson	Keith Voight, Secretary
Michelle LaRose, Commissioner	Sue Grissim, Commissioner
	Tom Murphy, Commissioner

**Planning Commission Meeting Agenda**  
**Hartland Township Hall**  
**Thursday, June 11, 2020**  
**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 Minutes of March 26, 2020](#)
6. Call to Public
7. Old and New Business
  - a. [Site Plan #20-004 Private Road \(Bella Vita\)](#)
8. Call to Public
9. Planner's Report
10. Committee Reports
11. Adjournment



HARTLAND TOWNSHIP PLANNING COMMISSION REGULAR MEETING **DRAFT** MINUTES  
March 26, 2020 – 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, Colaianne, LaRose, Mitchell, Murphy,  
Absent – Commissioner Grissim, Voight
4. **Approval of the Meeting Agenda:**  
**A Motion to approve the March 26, 2020 Planning Commission Meeting Agenda was made by Commissioner Colaianne and seconded by Commissioner Mitchell. Motion carried unanimously.**
5. **Approval of Meeting Minutes:**
  - a. Planning Commission Work Session Minutes of March 12, 2020  
**A Motion to approve the Meeting Minutes of March 12, 2020 was made by Commissioner Colaianne and seconded by Commissioner Murphy. Motion carried unanimously.**
6. **Call to the Public:**  
None
7. **Old and New Business:**
  - a. Site Plan #20-002 Koppert Biological Systems-Building Addition - a request to amend the original site plan and construct an approximate 19,220 square foot addition to the existing building at 1502 Old US-23 including approval of the off-street parking deferral and architectural waiver requests.  
Director Langer summarized the request and location stating the following:
    - Located on the east side of Old US-23, between Old US-23 and US-23, in Section 28 of Hartland Township.
    - Approximate 5.54-acre site is zoned LI-Light Industrial.
    - Addition to south end of the building.
    - Requesting off-street parking deferral and architectural waiver in order to match existing building.

The Applicant's representative, Kent S. Burzynski, President of Schonscheck, Inc., introduced himself stating they are an essential service and are anxious to begin this project.

Chair Fox referred to the staff memorandum dated March 19, 2020.



Off-Street Parking

The Applicant has indicated they are not adding much staff, two to three people, so there would not be a great need for additional parking at this time.

Director Langer mentioned there is an existing water main on the site where maintenance could affect a required future parking area.

Commissioner LaRose asked if, in the future, they chose to add the additional parking, would they have to come back to the Planning Department. Director Langer stated they would, but he is unsure if it would have to be reapproved by the Planning Commission as well. Commissioner LaRose stated she fully supports not over building parking lots that could have an impact on drainage, she wanted to be sure ADA parking requirements and other standards would be reviewed and followed if more parking was added in the future.

Commissioner Murphy wanted to confirm the information shows they could build the extra parking if required later. Director Langer stated it does. Chair Fox concurred.

**The Planning Commission approved the parking waiver request.**

Architectural Building Materials

Director Langer stated the following:

- Attempting to match existing materials.
- Using PEMB insulated steel siding and EFIS on all three (3) sides of the proposed building addition.

Chair Fox added on the south and west sides, they have scored block painted to match. He continued stating he was on the Planning Commission for the previous addition and they encouraged the use of similar materials for continuity. They did a good job at that time and are proposing the same at this time. The Applicant confirmed.

**The Planning Commission approved the Architectural façade materials waiver request.**

**Commissioner Colaianne offered the following Motion:**

**Move to approve Site Plan Application #20-002, a request to amend the original site plan and construct an approximate 19,220 square foot addition to the existing building at 1502 Old US-23 (Koppert Biological Systems), including approval of the off-street parking deferral and architectural waiver requests. Approval is subject to the following conditions:**

- 1. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated March 19, 2020, 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 Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.**

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



**8. Call to the Public:**

None

**9. Planner Report:**

None

**10. Committee Reports:**

None

**11. Adjournment:**

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner LaRose. Motion carried unanimously. The meeting was adjourned at approximately 7:16 PM.



# **Hartland Township Planning Commission Meeting Agenda Memorandum**

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

**Subject:** Site Plan #20-004 Private Road (Bella Vita)

**Date:** June 4, 2020

## **Recommended Action**

**Move to recommend approval of Site Plan Application #20-004**, a request to construct a private road which is intended to provide access to four (4) parcels, which will be created under a separate land division application. The recommendation for approval is based on the following findings:

1. The length of the proposed private road is acceptable as proposed, despite being in excess of 600 feet in length, despite having only one point of public access, and despite the lack of access easements for a future private road connection to any adjacent developable parcels.
2. The proposed private road meets the minimum standards as outlined in the Zoning Ordinance.
3. Due to the unique shape of the subject property the proposed private road is consistent with the Township Standards for developing the property.

## **Approval is subject to the following conditions**

1. The proposed private road 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 June 4, 2020. Revised plans if necessary, shall be subject to an administrative review by the Planning staff prior to the issuance of a land use permit.
3. The proposed private road easement maintenance agreement shall comply with the requirements of the Township Attorney.
4. Approval of the private road does not include approval of any future land divisions.
5. A land use permit for the proposed private road is required.
6. The private road shall be constructed in accordance with Hartland Township standards and specifications prior to the issuance of any land use permit by Hartland Township for Parcel 1, Parcel 2, Parcel 3, or Parcel 4.
7. 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.
8. (Any other conditions the Planning Commission deems necessary)



## **Discussion**

**Applicant:** Chuck Sekrenes

### **Site Description**

The subject property, approximately 20.7 acres in size, is located on the north side of Highland Road, east of Arena Drive in Section 22 of the Township (Parcel ID #4708-22-200-018). The site has split zoning with approximately five (5) acres zoned GC-General Commercial at the south end of the site along Highland Road. The remaining property to the north, approximately 15.7 acres, is zoned CA-Conservation Agricultural. In 2017 the Township approved the construction of an approximate 41,500 square foot nursing home (Bella Vita Senior Living Facility) under Site Plan with Special Land Use Application #17-016. The Bella Vita facility is located in the area zoned CA and is currently under construction.

The property, in its current configuration (20.7 acres), has approximately 565 feet of frontage along Highland Road. The approved plans for Bella Vita (SP/SUP #17-016) shows a paved, private access drive, from Highland Road to the northern end of the facility's parking lot. The private access drive is constructed with curb and gutter and is approximately 30 feet wide (total width, back of curb to back of curb). The access drive was constructed per private road standards. Inspections have been made during the construction phase by the Township Engineering consultant, who has confirmed the access drive is consistent with the approved plans.

The northern portion of the subject property is designated as Multiple Family Residential on the Township's Future Land Use Map. The southern portion is designated as Office.

The Multiple Family Residential designation is intended to permit attached single-family homes, townhouses, or one to two story apartment buildings. Multiple Family Residential areas are intended to permit developments with a maximum density of eight (8) units per acre.

The surrounding adjacent properties on the west are zoned GC-General Commercial. Adjacent properties to the north and east are zoned CA-Conservation Agricultural.

### **Project Summary**

The applicant is proposing to have the recently constructed private access drive to be classified as a private road, along with approval of an approximate additional 280 feet of private road that extends north of the existing private access drive and ends in a cul-de-sac. The access drive was approved as part of the Bella Vita Senior Living Facility, under Site Plan Application/Special Use Permit #17-016. On the approved Bella Vita site plan the approximate 860-foot long private drive provides access from Highland Road to the Bella Vita facility's parking lot.

The existing access drive was already constructed and inspected to comply with the Private Road standards; however, the dedication of the drive to become a Private Road requires a recommendation by the Planning Commission to the Township Board, with the final decision by the Township Board.

The proposed paved private road is the same design as the private access drive, having the same total width of 30 feet, which includes curb and gutter. A 66-foot wide easement for ingress/egress is shown on the proposed private road plan for the entire length of the private road.

Upon approval of the private road the applicant anticipates they will divide the approximate 20.7-acre property into four (4) parcels, which will be created under a separate land division application. The four



(4) parcels are labeled on the proposed site plan, with the parcel size noted for each parcel. Currently the site has split zoning with approximately five (5) acres zoned GC-General Commercial at the south end of the site. Parcel 1 and Parcel 2 are located in this area (GC zoning), and each have frontage on Highland Road and the proposed private road.

The remaining property, approximately 15.7 acres, is zoned CA-Conservation Agricultural. Bella Vita Senior Living Facility, shown as Parcel 3. Bella Vita has access from the proposed private road.

Parcel 4 is located north of Parcel 3 (Bella Vita) and has access from the proposed cul-de-sac associated with the private road. Parcel 4 is zoned CA. The proposed private road ends in a cul-de-sac within Parcel 4. Per the submitted plan the future parcels range in size from approximately 1.25 to 9.58 acres.

Per the Township's Zoning Ordinance, the Township's Land Division Ordinance, and the State's Land Division Act, a new property cannot be created that does not have frontage on a public road, private road, or shared driveway. The current request is seeking approval for a private road. A private road requires a recommendation by the Planning Commission to the Township Board, with the final decision by the Township Board.

#### **Review Procedure for the Private Road**

The applicant is requesting approval for a private road, a portion of which was originally constructed as a private access drive, as approved for the Bella Vita project (SP #17-016). The private road is intended to serve the Bella Vita facility and future businesses having access from the private road. Four (4) parcels are to be created under a separate land division application. Section 5.23 of the Zoning Ordinance provides review and approval standards and procedures for private roads. Private roads require review by the Planning Commission with a recommendation to the Township Board, who makes the final decision.

This memorandum will outline the requirements for a private road and discuss the proposed plan for its compliance with the ordinance standards.

Section 5.23 of the Zoning Ordinance outlines that a land division cannot be approved prior to approval of a private road application. As a note, the Planning Commission will not approve the actual land division; however, the Planning Commission has the authority to recommend approval of a private road to the Township Board. The private road will provide the legal access and the required lot width for the proposed land divisions that will not have direct access to Highland Road. The land division request and application will be reviewed and approved administratively, if and when the private road is approved, constructed, and accepted.

#### **Private Road Standards**

The proposed paved private road is accessed from Highland Road and will provide access to four (4) parcels. The applicant is proposing a 26-foot wide paved road surface, with curb and gutter. The total road width is 30 feet. The proposed private road is located within a 66-foot ingress/egress easement. The private road ends in a cul-de-sac circle, which has a 50-foot radius. The length of the private road is approximately 1,000 lineal feet.

Following is an overview of the standards for a private road as they exist in the Zoning Ordinance. For further clarification please refer to the applicable section in the Zoning Ordinance. Staff has provided comments on various sections, outlined in italics.

- Section 2 of the Township's Zoning Ordinance defines the term "Road, Private" as any road that is to be privately maintained and has not been accepted for maintenance by the Livingston County Road



Commission or the State of Michigan, but which meets the requirements of this Ordinance, or has been approved as a private road by the Township. *The applicant intends to construct and maintain the road as a private road and has provided a draft form of a private road and easement maintenance agreement.*

- Section 5.2 of the Township's Zoning Ordinance requires all lots that are created shall have frontage on an improved public or private road, or shared driveway. The frontage shall be maintained for the full required width of the lot or parcel in accordance with the minimum width specifications established in Section 3.1. *The submitted plan shows the proposed private road is intended to provide access to four (4) parcels. Based on the submitted plan, the four (4) proposed parcels have frontage along the private road. Parcel 1 and Parcel 2 have frontage along Highland Road as well. CA requires 200 feet of lot width and a 2-acre lot size for single-family detached. GC requires 120 feet lot width and a minimum 20,000 square foot lot size if the lot has public water and sewer. Lot width is measured at the front yard setback line. In this case the required front setback is 80 feet from the street right-of way for Highland Road, and 50 feet from the 66-foot wide easement for the proposed private road.*

*The plan appears to comply with the CA-Conservation Agricultural and GC-General Commercial zoning district requirements with regards to the minimum lot width and lot area requirements, with the exception of Parcel 1, which does not meet the required lot width of 120 feet along Highland Road. The lot width is shown as 99.41 feet, as measured at the required front setback line (80 feet from the ROW for Highland Road). Parcel 1 does meet the lot width requirement along the private road, where access to the parcel is proposed. Further review of the plan for compliance with the CA and GC standards will occur as part of the land division request. Following is a summary of the proposed parcels:*

	<b><i>Parcel 1 (GC zoning)</i></b>	<b><i>Parcel 2 (GC zoning)</i></b>	<b><i>Parcel 3 (CA zoning)</i></b>	<b><i>Parcel 4 (CA zoning)</i></b>
<b><i>Lot Width (Approx.)</i></b>				
<i>Required</i>	<i>120 feet</i>	<i>120 feet</i>	<i>200 feet</i>	<i>200 feet</i>
<i>Proposed</i>	<i>99.41 feet*</i>	<i>212.53 feet*</i>	<i>NA</i>	<i>NA</i>
<i>Proposed</i>	<i>168.84 feet**</i>	<i>261.45 feet**</i>	<i>560 feet**</i>	<i>244.2 feet**</i>
<b><i>Lot Size</i></b>				
<i>Required</i>	<i>20,000 SF</i>	<i>20,000 SF</i>	<i>2 acres</i>	<i>2 acres</i>
<i>Proposed</i>	<i>1.25 acres</i>	<i>2.91 acres</i>	<i>6.80 acres</i>	<i>9.58 acres</i>

*\*Lot width along Highland Road*

*\*\* Lot width along proposed private road*

- Section 5.23. Outlines the standards for a private road. A complete application is required and includes the application; construction plans for the private road; private road easement; easement maintenance agreement; and proof of ownership. *The application includes the request for the private road.*
- Section 5.23.4. Outlines the construction plan requirements for a private road. Section 5.23.4.B.x.



requires a proposed cross section drawing showing the type and depth of base and surface materials of the proposed private road. *The applicant has provided a cross section drawing of the private road.*

- Section 5.23.4.B.xi. Requires a proposed method of surface drainage and design calculations including storm water detention or retention systems or facilities. *The private access drive and storm water detention were approved under SP/SUP #17-016. The Township's Engineer has been reviewing these details since the private access drive is currently under construction. Additional review will occur upon submittal of the construction plans for the private road.*
- Section 5.23.4.B.xii. Requires proposed public and private utility locations. *The applicant has not provided this information. The private access drive is currently under construction.*
- Section 5.23.4.C. Requires a construction cost estimate. *The applicant has not provided this information for the portion of the private that has not been constructed.*
- Section 5.23.5. Outlines the minimum private road standards as follows:
  - A. A private road is to be constructed consistent with the public road requirements of the Livingston, except as otherwise permitted in this Section. *Confirmation by the Township's Engineer will occur with the review of the construction plans.*
  - B. Private roads shall conform to the minimum standards based upon the number of parcels to be served by the private road. The number of units or parcels shall be as determined by the Township, based upon the projected potential development within the context of the Township's adopted Comprehensive Plan or zoning regulations, whichever is greater. For a private road serving 3-12 parcels or lots, a gravel road is acceptable. Minimum easement width of 66 feet is required; minimum road surface width of 26 feet; and total width of 30 feet. The required cul-de-sac radius is 50 feet.

*The applicant is proposing a 30-foot wide paved, private road with curb and gutter, with a paved road surface of 26 feet. The proposed cul-de-sac radius is 50 feet, which complies. The proposed private road will serve four (4) parcels. The cross section of the private road on the submitted plan complies with the minimum road surface material and design for a private road with 3 to 12 parcels. The Township's Engineer will review the construction plans for compliance with the required standards.*

- C. Standards. All private roads shall comply with the geometric, design, construction, and other standards outlined in this section. *The Township's Engineer will review the construction plans for compliance with the required standards.*

iii. Cul-de-sac circles & T-Turnarounds. A cul-de-sac circle is allowed to provide access to no more than four dwellings in total, inclusive of all dwellings accessed by driveways, shared driveways and easements. The Planning Commission may require a landscaped island in the center of the cul-de-sac circle. *The proposed private road/cul-de-sac provides access to 4 parcels. The Township's Engineer will review the construction plans for compliance with the required standards.*

- D. Drainage. The private road easement shall include a drainage easement and design features that adequately drain the roadway to prevent flooding or erosion of the roadway and adjoining land. *The private access drive and storm water detention was approved under SP/SUP #17-016. The*



*Township's Engineer will review the construction plans for compliance with the required standards.*

- E. Road Connections. All private roads shall be designed to form a safe and efficient road network. Accordingly, private roads should connect to existing public and private roads whenever feasible in the Township's sole determination. Private roads should also be designed to connect to planned or anticipated future public or private roads. Cul-de-sac roads longer than 600 feet should be avoided unless connection to a through road is likely in the future. Private roads longer than 600 feet shall provide one or more additional easements which shall extend from the primary private road easement to the adjoining parcels, unless the Township determines it would be impractical or not beneficial to connect to existing or future public or private roads on adjoining parcels. *The proposed private road connects to Highland Road which is under the jurisdiction of the Michigan Department of Transportation (MDOT). The entrance drive from Highland Road was previously approved as part of the Bella Vita project (SP/SUP #17-016) for the construction of the private access drive. No further approvals from MDOT are required for the private road.*

*The proposed private road is approximately 1,000 feet in length and thus exceeds the maximum allowed length of 600 feet for a private road. Additionally, the plan does not provide connection to another road, existing or future road. See additional comments at the end of this section.*

- F. Easements. A Private Road Easement Agreement in recordable form is required and shall be in substantial compliance with the Model Private Road Easement Agreement maintained by the Township. The following items are to be provided:
- i. Legal description of the private road easement. *The applicant has provided this information.*
  - ii. Emergency and public vehicle access. The easement shall provide for unrestricted access for emergency and public vehicles used in performance of necessary public services. *The applicant's draft form of the road and easement maintenance agreement provides language that meets this standard.*
  - iii. Non-Interference. The terms of the easement shall prohibit any property owner served by the shared driveway from the restricting or interfering with the normal ingress and egress of other property owners, their families, guests, invitees, licensees, or others traveling to or leaving any of the properties served by the shared driveway. *The applicant's draft form of the private road and easement maintenance agreement provides language that meets this standard.*
  - iv. Future Connections. The terms of the easement shall provide consent that the Township may permit future abutting private roads or public roads be connected to the easement or private road. *The applicant's draft form of the private road and easement maintenance agreement does not provide language for future connections.*
  - v. Initial Costs of construction. *The applicant has not provided an estimate.*
  - vi. Setback from existing structures. *The required front yard setback in CA-Conservation Agricultural zoning district is 50 feet from the 66-foot wide private road easement. The submitted plan indicates the Bella Vita building (in Parcel 3) is located approximately 40.2 feet, at its closest point, from the private road easement, as measured from the edge of the building to the 66-foot easement line of the private road. The required front yard setback in the CA zoning district is 50 feet, thus potentially making the existing building nonconforming.*
- G. Easement Maintenance Agreement. *The applicant has provided a draft form of a private road and easement maintenance agreement for the private road.*



With regard to the length of the private road, the approval procedures of Section 5.23 provide the Planning Commission and the Township Board the discretion to waive requirements for secondary public access and/or future secondary access and/or maximum cul-de-sac length if they are satisfied that meeting the intent of those requirements is impractical. In this case, the Planning Commission and Township Board would have to determine that a second point of public access to Highland Road is not practical, nor is providing an access easement to adjoining developable properties.

The Planning Commission's role is to review the proposed plan for the private road and consider compliance with the Ordinance standards, sound planning and engineering principles, and compliance with any other applicable ordinances. Based on their findings the Planning Commission shall make a recommendation to the Township Board to approve the application with conditions or deny the application for the proposed private road.

**Other Requirements-Zoning Ordinance Standards**

Nothing at this time.

**Township Engineer's Review**

The Township Engineering Consultant (Hubble Roth and Clark, HRC) recommends site plan approval subject to items being addressed in the letter dated May 19, 2020.

**Hartland Deerfield Fire Authority Review**

Please see the review letter from the Hartland Deerfield Fire Authority dated April 20, 2020. The Fire Authority recommends site plan approval subject to the contingencies noted in the review letter.

**Hartland Township DPW Review**

No comments at this time.

**Attachments**

1. Township Engineer (HRC) letter dated May 19, 2020 – *PDF version only*
2. Hartland Deerfield Fire Authority letter dated April 20, 2020 – *PDF version only*
3. Draft version of Bella Vita Road and Easement Maintenance Agreement – *PDF version only*
4. Site Plan dated May 28, 2020 – *PDF version only*

CC:

HRC, Twp Engineer (via email)

R. West, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2020 Planning Commission Activity\Site Plan Applications\SP #20-004 Bella Vita Private Road\Staff reports\Bella Vita Private Rd staff report 06.04.2020.docx



May 19, 2020

Hartland Township  
2655 Clark Road  
Hartland, MI 48353

Attn: Mr. Troy Langer, Planning Director

Re: Site Plan Review  
Bella Vita – Private Road  
Section 22, Hartland Township

HRC Job No. 20170765.20

Dear Mr. Langer:

As requested, this office has reviewed the proposed site plans for the above project as prepared by Triumph Engineering and Design. (dated March 5, 2020). The followings comments will need to be addressed:

1. The pavement thickness on the original design plans for the Bella Vita Senior Living Facility was 5 inches of asphalt. The proposed pavement thickness should match the original road design and construction.
2. Include a drainage area map showing the limits of the 9.33 acres tributary to the detention pond to verify that adequate volume is provided for the proposed improvements.

Subject to the above items being addressed in the construction plans, we have no objections to the approval of the proposed site plan. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

  
Michael P. Darga, P.E.

MPD/mpd

pc: Hartland Twp; M. Wyatt  
HRC; R. Alix, M. Darga, File





HARTLAND DEERFIELD FIRE AUTHORITY  
**FIRE MARSHAL'S OFFICE**

3205 Hartland Road  
Hartland, MI. 48353-1825

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: [jwhitbeck@hartlandareafire.com](mailto:jwhitbeck@hartlandareafire.com)

April 20, 2020

TO: Hartland Township

RE: Bella Vita Private Drive  
11579 Highland Road

Upon review and consideration for the Township Ordinance on preexisting-nonconformance, it will meet the fire departments accessibility needs with the following contingencies, which are generally met by inclusion in the deeds for the associated parcels/addresses and any subsequent maintenance agreement:

- Width to be established and continuously maintained at or beyond 20'
- Height to be established and continuously maintained at or above 13'6"
- Surface to be established/continuously support an axel weight of 33,000 lbs.
- Turning radius at the end to be 50', cut sheet attached in email

While not addressing any other Hartland Township Ordinance/Zoning requirements or actions of the Township, with these contingencies, the fire department recommends approval. Please contact us with any questions or changes to the application.

Yours in Fire Safety,

Jennifer Whitbeck  
Fire Inspector



## ROAD AND EASEMENT MAINTENANCE AGREEMENT AND DEED RESTRICTIONS

This Road and Easement Maintenance Agreement and Deed Restrictions ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by HSLG, LLC ("Grantor") , a Michigan limited liability company, whose address is 10751 S. Saginaw Street, Building A, Suite K, Grand Blanc, Michigan 48439.

### Recitals:

- Whereas, Grantor is the title holder of certain real property in Hartland Township, Livingston County, Michigan, more particularly described in Exhibit A attached hereto and depicted on the attached drawing of Exhibit A as Parcels 1,2,3 and 4 (the "Property"); and
- Whereas, it is Grantor's desire to declare and establish a private road easement, for a roadway to be known as Bella Vita Court for access to the Property (the "Road"), an easement for public and private utilities, a perpetual maintenance agreement for the Road, and certain deed restrictions to be enforced upon the Property for the benefit of all future owners of the Property; and
- Whereas, every future owner of the Property by accepting a conveyance of an interest in the Property does so accepting the benefits and obligations of this Agreement and these Restrictions.

**IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE, IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:**

### Easement Declarations

1. Grantor grants, transfers, establishes and declares a **non-exclusive, perpetual easement** for ingress and egress, improved or unimproved, and for location of public and private utilities, over and across the Road (the road easement), for the benefit of the Property, said easement being more particularly described on Exhibit B attached hereto.
2. The easement shall run with the land and title, and shall be appurtenant thereto.
3. The owners of any and all of the Property using the Road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and



egress and use by way of the other owners. Normal ingress and egress and use on the Road shall include use by customers, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any of the properties and having a need to use the road.

4. The Road, although private, is hereby established as an easement for the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary.
5. The road easement is a private road easement, which is not required to be maintained by the Board of County Road Commissioners, or the Township of Hartland. No public funds of the Township of Hartland will be used to build, repair or maintain the easements. In addition, the Township of Hartland does not have any legal responsibility or financial obligation to (a) establish a special assessment district for the maintenance or improvement of the easements, or (b) to collect any monies for the maintenance or improvement of the easements.
6. Grantor and each owner of the Property agree to indemnify and save the Township of Hartland harmless from any causes of action or liability which may be created by reasons of the maintenance of the road easement. This indemnification provision shall apply only to the owners of the Property at the time an alleged cause of action arises.

#### **Road Easement Maintenance**

7. The owner or owners of any parcel or parcels of the Property ("Parcel Owner" or "Parcel Owners") whose parcel shares any border with the road easement shall be responsible for maintaining the road easement that is part of their parcel(s) up to the curb at the edge of the roadway.
8. Each Parcel Owner shall share in the cost of maintaining and/or improving the remainder of the road easement on a pro-rata basis. Each Parcel Owner's share of the cost shall be based upon the total acreage of the parcel(s) owned by a Parcel Owner as a percentage of the total acreage of all parcels of the Property and shall be subject to the conditions and definitions hereinafter set forth.
9. To the extent any of the herein described parcels of land are subdivided further, the Parcel Owners, heirs, assigns and successors in interest of both the newly created and the remainder of the original parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses as of the date any applicable conveyance is recorded. Each Parcel Owner's pro-rata share of expenses shall also reflect the weight of their vote in any vote of the Parcel Owners. Accordingly, a Parcel Owner responsible for a 29% pro-rata share of expenses casting a vote on any issue shall be deemed to have voted 29 voting shares out of a total of 100 voting shares available.
10. The shared repairs and maintenance to be performed on a pro-rata basis under this Agreement shall be limited to the following, unless the consent for additional work is



agreed to by a 75% vote of the Parcel Owners owning 100% of the voting shares as described in paragraphs 8 and 9 above:

Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but is not limited to, lawn/snow maintenance, filling of holes, repairing cracks, repairing and resurfacing of roads, repairing and maintaining drainage structures, removing debris, maintaining any signs, markers, landscaping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

11. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.
12. It is agreed that Grantor is initially the agent to contract and oversee and do all acts as and when it deems necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement. The parties further agree that the agent may at any time be replaced by a 75% vote of the Parcel Owners. The agent shall obtain three bids from reputable and responsible contractors and shall accept the lowest of said three bids and shall then initiate the work. In performing his duties, the agent, as he anticipates the need for funds, shall notify the parties and each party shall within forty-five (45) days pay the agent, who shall maintain a trustee account and also maintain accurate accounting records which are to be available for inspection by any party or authorized agent upon reasonable request. All such records shall be retained by the agent for a period of five years.

All Parcel Owners acknowledge that the electrical lines for all streetlights located in the road easement are tied into an existing panel on Parcel 3. To the extent that the owner of Parcel 3 pays for the electricity generated by those streetlights, the owner of Parcel 3 shall be credited the amount of \$100.00 per month against Parcel 3's prorata repair and maintenance cost to cover that charge. Should the amount be deemed insufficient at any time, the amount can be raised with the agreement of the majority vote of the Parcel Owners. Finally, so long as the streetlights are tied into an existing panel on Parcel 3, the agent has the authority to arrange for and perform repair and/or maintenance to those lines and to that panel and the owner of Parcel 3 grants permission and access to Parcel 3 for those purposes. To the extent that the Parcel Owners desire to remove the connection to the panel on Parcel 3 and set the streetlights on a panel elsewhere, the Owner of Parcel 3 grants such access and permission.

13. Within 45 days of the date of any invoice from Agent, should any Parcel Owner(s) fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any Parcel Owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such Parcel Owners in



accordance with the provisions of Michigan law, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current judiciary rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

If any Parcel Owner or Owners fail to pay his or their prorated share of expenses then any agent, assignee, or other Parcel Owner can also file a lien on said delinquent Parcel Owner's property. The lien shall encumber the title and shall collect interest at a reasonable rate until paid or property is sold.

14. Any liability of the Parcel Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Parcel Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the Parcel Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each Parcel Owner shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the Parcel Owners agree to indemnify the others from any and all liability or injury to him or damages to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

#### **Restrictions**

15. All parcels of the Property shall be kept neat and free of debris. No parcel shall be used as a dumping ground and all rubbish, trash, garbage or otherwise, shall be kept in sanitary containers. All brush or other debris piles and accumulations on any parcel or parcels must be removed within thirty (30) days of its accumulation.
16. Exterior walls of any structure in the development shall be constructed of brick, stone, glass, wood, vinyl, dryvit, or other standard exterior siding material. Neither aluminum, except fascia soffits and pillars, nor asphalt siding will be allowed. Any outbuildings permitted to be erected on any parcel shall have the same exterior as the main building located on the same parcel.
17. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the Parcel Owners and each and every person who shall at any time own all or any portion of the Property referred to herein.
18. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the Parcel Owners.
19. It is the purpose of the signatories hereto that this instrument be recorded in the property records of this County, and intend that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent Purchaser



of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regarding of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in paragraph 20 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity. The terms of this Agreement may be amended in writing upon majority approval of the Parcel Owners.

- 20. This Agreement shall be governed by the laws of the State of Michigan. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected.
- 21. Unless the Parcel Owners, by a 75% vote, agree to modify or terminate the agreements and restrictions contained herein and record an affidavit reflecting this vote and a statement reflecting the modifications or termination of this Agreement, the Owner of any Parcel may file an affidavit and record it within forty (40) years of the recording date of this Agreement (and subsequently within forty (40) years of the most recent affidavit recorded by a Parcel Owner to extend this Agreement, if any), against the Property to extend the agreements and restrictions contained in this Agreement.

IN WITNESS WHEREFORE, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2020.

HSLG, LLC

By: \_\_\_\_\_  
Chuck SeKrenes  
Its: Managing Member

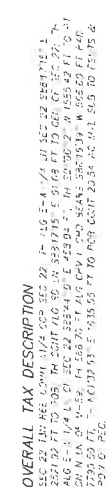
STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF GENESEE    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Chuck SeKrenes, Member of HSLG, LLC.

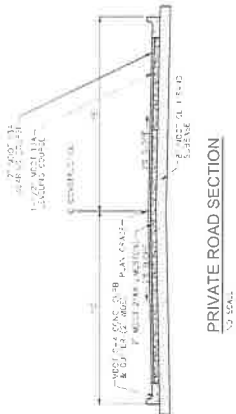
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:  
Acting in Genesee County, Michigan

**PREPARED BY AND WHEN RECORDED RETURN TO:** Alan F. Himelhoch (P41665), WINEGARDEN, HALEY, LINDHOLM, TUCKER & HIMELHOCH, P.L.C., G-9460 S. Saginaw Street, Suite A, Grand Blanc, MI 48439; (810) 579-3600





INGRESS/EGRESS EASEMENT DESCRIPTION



CURVE	INGRESS/EGRESS EASEMENT CURVE AND LINE DATA				
	RADIUS	ARC LENGTH	CHORD	BEARING	DELTA
C1	7799.50'	280.62'	280.61'	N85°18'36"E	02°03'41"
C2	52.00'	47.59'	45.95'	N27°43'27"E	52°26'10"
C3	263.00'	174.47'	171.29'	N20°30'41"E	38°00'37"
C4	197.00'	132.42'	129.94'	N20°15'35"E	38°30'42"
C5	50.00'	58.83'	55.50'	N32°42'22"W	67°25'04"
C6-1	75.00'	266.35'	146.86'	N35°19'17"E	156°31'38"
C6-2	50.00'	38.35'	37.42'	S20°58'10"E	43°56'44"
C7	263.00'	176.78'	173.47'	S20°15'35"W	38°30'47"
C8	197.00'	110.93'	109.47'	S23°23'03"W	32°15'52"
C9	52.00'	61.69'	58.14'	S26°44'07"E	67°58'28"
C10	7799.50'	115.21'	115.21'	S86°39'50"W	00°50'47"
LINE	CHORD	BEARING			
L1	155.41'	N39°30'59"E			
L2	381.30'	N01°00'12"E			
L3	514.07'	S01°00'12"W			
L4	155.41'	S39°30'59"W			

INGRESS/EGRESS EASEMENT CURVE AND LINE DATA

Cost	Griffiths	Expenditure	Number of Patients (M)	Percentage
100 Year	1.28	100.00	1	100.00
100 Year	1.28	100.00	2	100.00
100 Year	1.28	100.00	3	100.00

## STORMWATER DETENTION

ELEV	AREA (m <sup>2</sup> )	DETENTION BASIN AVG (m <sup>2</sup> )	VOLUME (m <sup>3</sup> )
507.0	1,573	1,573	0
507.6	1,811	1,811	634.6
525.0	16,049	16,049	13,811

11/2/2017 3:00 PM

ELEV	AREA ( $\pi'$ )	SEGMENT RADIUS AVG. ( $\pi'$ )	VOLUME ( $\pi'$ )
553.0	25.630	24.418	55.27
553.0			0
			580

Segment Basin Required Volume = 2.513 cubic feet  
5% of Storage Volume = 3.435 cubic feet  
Required Volume =

1-800-855-1111

 **TRIUMPH**  
Triumph Engineering  
& Design, Inc.  
10775 S. SAGINAW ST.  
SUITE D  
GRAND BLAIR, MI 48439  
(PH) 810.584.7354  
(F) 810.584.7362

BELLA VITA  
HARTLAND TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN





Exhibit B

OVERALL TAX DESCRIPTION

SEC 22 T3N R6E COMM W1/4 COR SEC 22; TH ALG E-W 1/4 LN SEC 22 S88°17'15" E 2521.92 FT TO POB; TH CONT ALG SD LN S88°17'15" E 91.08 FT TO CEN OF SEC 22; TH ALG E-W 1/4 LN OF SEC 22 S88°44'10" E 458.04 FT; TH S01°00'12" W 1585.42 FT TO PT ON N LN OF M-59; TH 566.70 FT ALG CRV L CHD BEARS S86°15'39" W 566.60 FT RAD 7799.50 FT; TH N01°32'53" E 1635.55 FT TO POB CONT 20.54 AC M/L SUB TO ESMTS & ROW OF REC.

INGRESS/EGRESS EASEMENT DESCRIPTION

SEC 22 T3N R6E COMMENCING W 1/4 CORNER SEC 22; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 22 S88°17'15"E 251.92 FEET; THENCE S01°32'53"W 1635.55 TO THE NORTHERLY RIGHT-OF-WAY OF M-59; THENCE 280.62 FEET ALONG CURVE TO THE RIGHT WITH A RADIUS OF 7799.50 FEET AND CHORD BEARING N85°12'36"E 280.61 FEET; THENCE 47.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 52.00 FEET AND CHORD BEARING N27°43'27"E 45.95 FEET; THENCE 174.47 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 263.00 FEET AND CHORD BEARING N20°30'41"E 171.29 FEET; THENCE N39°30'59"E 155.41 FEET; THENCE ALONG A CURVE 132.42 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 197.00 FEET AND CHORD BEARING N20°15'35"E 129.94 FEET; THENCE N01°00'12"E 381.30 FEET; THENCE 58.83 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING N32°42'22"W 55.50 FEET; THENCE 266.35 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET AND CHORD BEARING N35°19'17"E 146.86 FEET; THENCE 38.35 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING S20°58'10"E 37.42 FEET; THENCE S01°00'12"W 514.07 FEET; THENCE 176.78 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 263.00 FEET AND CHORD BEARING S20°15'35"W 173.47 FEET; THENCE S39°30'59"E 155.41 FEET; THENCE 110.93 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 197.00 FEET AND CHORD BEARING S23°23'03"W 109.47 FEET; THENCE 61.69 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 52.00 FEET AND CHORD BEARING S26°44'07"E 58.14 FEET RETURNING TO THE NORTHERLY RIGHT-OF-WAY OF M-59; THENCE 115.21 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 7799.50 FEET AND CHORD BEARING S86°39'50"W 115.21 FEET RETURNING TO THE POINT OF BEGINNING.



