

### **Planning Commission**

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

#### Planning Commission Meeting Agenda Hartland Township Hall Thursday, July 10, 2025 7:00 PM

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approval of the Agenda
- Approval of Meeting Minutes

   <u>a.</u> Planning Commission Meeting Minutes of June 12, 2025
- 6. Call to Public
- 7. Public Hearing
  - a. Site Plan with Special Land Use Application #25-007 (Automobile Repair Minor) at 9990 Highland Road
- 8. Old and New Business
  - a. Site Plan Application SP/PD #25-010 Highland Road Self Storage Planned Development Final Plan
  - b. Site Plan Application SP/PD #25-011 Urban Air Adventure Park Planned Development Concept Plan
- 9. Call to Public
- 10. Planner's Report
- 11. Committee Reports
- 12. Adjournment

#### HARTLAND TOWNSHIP PLANNING COMMISSION DRAFT MEETING MINUTES

#### JUNE 12, 2025-7:00 PM

#### 1. <u>Call to Order:</u> Chair Fox called the meeting to order at 7:00 p.m.

#### 2. <u>Pledge of Allegiance:</u>

- 3. <u>Roll Call and Recognition of Visitors:</u> Present – Commissioners Eckman, Fox, Grissim, Mayer, McMullen, Mitchell, and Murphy Absent – None
- 4. <u>Approval of the Meeting Agenda:</u> A Motion to approve the June 12, 2025, Planning Commission Meeting Agenda was made by Commissioner McMullen and seconded by Commissioner Murphy. Motion carried unanimously.

#### 5. Approval of Meeting Minutes:

- a. Planning Commission Regular Meeting Minutes of May 22, 2025.
  - A Motion to approve the Planning Commission Regular Meeting Minutes of May 22, 2025, was made by Commissioner Eckman and seconded by Commissioner Mitchell. Motion carried unanimously.
- 6. <u>Call to the Public:</u> None
- 7. Public Hearing
  - a. Site Plan/PD Application #25-004, Sawyer Ridge, Residential Planned Development (PD) Preliminary Site Plan

### Chair Fox explained the process and opened the Public Hearing at 7:03 PM stating all public notice requirements have been met.

Director Langer stated the following:

- Gave an overview of the location of the project.
- Single-family residential subdivision with a proposed 172 dwelling units.
- Road network connects south to the development to the west/south, north to M-59 and east to Pleasant Valley Road.
- Originally proposed a mixed development that included some apartments in the northern portion but returned with a revised Conceptual Plan with only single-family homes.
- Requesting a Planned Development (PD) which is a three-step process: Conceptual, Preliminary and Final. The proposed development appears before both the Planning Commission and the Township Board at each step. The Public Hearing occurs at the Planning Commission Preliminary phase, which is tonight, where the Planning Commission makes a recommendation and later the Township Board makes the decision. Once the Final PD is heard

before both entities with a recommendation from the Planning Commission and Final Approval by the Township Board, it is considered a rezoning of the property.

The Applicant, David Straub, M/I Homes of Michigan LLC, stated the following:

- Previously represented a developer for the same property for a project that did not move forward but he is excited to be back.
- M/I Homes was founded in 1976 based out of Ohio.
- In Metro-Detroit for the last six years.
- Publicly traded on the New York Stock Exchange.
- Thirteenth largest builder in the United States building over 150,000 homes since its inception, in the top three in the Detroit area.
- Thoughtful community design is important to them emphasizing walkability, connectivity and activated open spaces, as well as preserving natural features and providing elegantly landscaped entrances, greenspace and open space. Also important are providing a housing mix for a range of buyer profiles and price points.
- Home sizes range from 1,957 to 2,600 square feet.
- Like to control the curb appeal with their streetscapes, designs, spacing and color palette.

[The Applicant displayed images of their other communities in Michigan.]

- Previously requested 167 homes.
- Entrance moved farther west due to feedback from Michigan Department of Transportation (MDOT).
- Current plan preserves more wetlands, natural features and open space.
- Density: permitted 282 units which is four (4) dwelling units per acre (dua) requesting 172 which is 2.42 dua.
- Open Space: required 25 percent, 17.09 acres; provided 38.2 percent, 26.08 acres.
- Preservation of Natural Features: Pleasant Valley Road Landmark Trees, and 93 percent of onsite regulated wetlands.
- Landscaping-Activated Open Space: Enhanced Greenbelts and Buffers, Walking Paths and Park Space.
- DPW Sewer REUs: 320 owned, 172 required.
- Engineering review: Conditionally approved.
- Landscaping Review: Pleasant Valley Greenbelt, southern property line evergreen screen provided.
- Met with the Gigler Farm and Levy Gravel Mining operations. They understand there is a trucking of aggregate that occurs from 7:00 a.m. to 6:00 p.m. and farm activities that are twenty-four hours a day, seven days a week. Need to be a good neighbor and fully open and transparent with the buyers of their product.

[The Applicant shared images of the home products.]

#### Call to the Public

Joe Riccardi, Hartland Township; expressed concern about traffic and needing Pleasant Valley Road paved. Asked what happens to the balance of REUs not used.

#### Chair Fox closed the Public Hearing at 7:26 PM.

Chair Fox referred to the staff memorandum dated June 5, 2025.

#### **Eligibility Criteria (Section 3.1.18.B.)**

#### **Recognizable Benefits**

Chair Fox stated the Applicant provided a list.

#### Minimum Size

Chair Fox stated the parcel meets the requirement of 20 acres as it is 70.1 acres in size.

#### Use of Public Services

Chair Fox stated the following:

- Highland Road is under the jurisdiction of MDOT.
- Pleasant Valley Road is under the jurisdiction of the Livingston County Road Commission (LCRC.)
- Density will be discussed later.

#### **Compatibility with Comprehensive Plan**

Chair Fox stated this parcel is designated as a Special Planning Area (SPA) and it appears they are following the requirements for a SPA in the Ordinance.

#### Unified Control

Chair Fox stated the property will be owned by a single entity.

#### Planned Development Design Standards (Section 3.1.18.C.)

#### **Permitted Uses**

Chair Fox stated housing is a Permitted Use in the SPA and is desirable.

#### **Residential Density**

Director Langer stated the following:

- Density is calculated using the Future Land Use Map (FLUM).
- In this case, a SPA allows up to 4 dua. Permitted to have 282 units.
- Bonus density of 40 percent if awarded would allow an additional 114 for a total of 395 units.
- Requesting 172.

Chair Fox added the Planning Commission has seen plans for that kind of density. The way it is accomplished is they go up and they are rented. The Planning Commission is thankful they have another option before them tonight.

#### **Design Details**

Director Langer stated they are all single-family homes as shown previously by the Applicant. They have submitted a Pattern Book with five different home designs. The Applicant stated earlier they try to avoid having the same design repeated several times in a row, they vary the facades, rooflines, and building material colors to add interest to the streetscape. The Applicant concurred.

#### Minimum Yard Requirements

Director Langer stated the following:

- Comply on the north with M-59, 50 feet required, 80 feet proposed.
- Closer on the Pleasant Valley side, 50 feet required, 30 feet proposed.

- Along the perimeter but not adjacent to a road they are proposing a 20-foot setback rather than 40 feet.
- Along a road inside the development is typically 40 feet, they are proposing 25 feet. Theoretically, there is enough room in the proposed driveway to park a vehicle and not cover the sidewalk.

#### **Distances Between Buildings**

Director Langer stated the Applicant has proposed a three-stall garage option, when that option is deployed, that home might be as close as five feet to a property line. If two neighbors opt for that design, it is possible the two homes could be as close as ten feet apart. If that were to occur, the Applicant has offered to require those two homes to have upgraded building materials on that side for better fire protection.

Commissioner Mitchell asked if the entire development is capable of requesting three-stall garage options. The Applicant stated it is an option if the home site chosen can accommodate that option. They have not designated certain lots for this use. In his experience it may occur on 25 to 30 percent of the homes.

Commissioner Mitchell clarified if he were a buyer and opted for the three-stall garage option, but no house had yet been built next to his, would he be required to install the upgraded building materials? The Applicant stated he understands his point and will make a note that all three-cargarage options within five feet of the property line install the Class I materials at the time of construction.

Commissioner Murphy asked what portion of the structure would have the Class I materials. The Applicant stated only the adjacent garage walls would be required to have the Class I materials.

#### **Building Height**

Chair Fox stated it is highly unlikely a two-story residential building would be higher than 35 feet height limit.

#### Parking and Loading

Chair Fox stated it was just discussed.

#### Landscaping

Chair Fox stated this will be covered in detail later.

#### **Open Space**

Director Langer stated the following:

- PDs are required to provide 25 percent of the site as Open Space. The Applicant stated they are proposing 38.2 percent.
- In addition, 10 percent is required to be Usable Open Space. They are proposing 17.09 percent.

#### **Natural Features**

Director Langer stated the following:

- Six wetlands are present on the site, three are regulated by the State of Michigan Department of Environment, Great Lakes and Energy EGLE, and three are not.
- Plan also identifies significant trees on the site.

#### Sidewalks and Pedestrian Access

Chair Fox stated the Applicant mentioned walkability is important. There is a proposed 5-foot-wide concrete sidewalk is shown along the frontage of the PD site on Highland Road and along the frontage of Pleasant Valley Road. The Applicant clarified a sidewalk is planned along the frontage of Highland Road and a sidewalk on the partial frontage of Pleasant Valley Road. Also, sidewalks are planned on both sides of the interior streets and a pathway that will meander through the Open Space.

Commissioner Murphy asked if the sidewalk would end at the eastern edge of the parcel where the seven acres commercial site is located. The Applicant confirmed.

Commissioner Mayer asked about the pathway. The Applicant stated it will be a mowed natural pathway.

#### **Requirements for Preliminary Review (Section 3.1.18.E.ii)**

#### Sewer and Water

Chair Fox stated The Applicant has been in contact with the Department of Public Works; sewer and water will be available to serve the site.

#### Stormwater and Drainage Systems

Director Langer stated the following:

- Stormwater is designed to be collected and conveyed to one (1) detention area.
- The Township's Engineering Consultant raised a question about whether or not this design is sufficient; if a larger detention area is required, some of the lots may be lost.
- The Applicant confirmed with their Engineer the plan will work as designed.
- Typically, if the site plan changes, the Applicant must return to the Planning Commission for an Amendment; however, the Planning Commission can decide now, if a redesign is warranted and some lots are eliminated but the street layout is unchanged, and the sidewalk plan is unchanged, will the Applicant have to return for an Amendment or can those changes be made on the Construction Plans and approved by staff.

# The Planning Commission stated if a redesign occurs, and lots are lost, but the streets and sidewalks are unchanged, the Applicant will not have to return for an Amendment. Staff may approve those changes in the Construction Plan Set of drawings.

The Applicant stated he appreciates the flexibility of the Planning Commission in this area.

Chair Fox asked to go back and address a question about what happens to the extra REUs. Director Langer stated currently the Applicant is in negotiations to purchase the property and REUs. The remaining REUs would be at the discretion of the owner. What happens to them would be up to the owner probably before this project proceeds. In general, those REUs stay with the property and cannot be transferred to adjacent properties unless that person has at least a 25 percent interest in that property along with other parameters; however, there is a settlement agreement with the owner for this property that permits the owner to sell the REUs beyond the adjacent properties.

#### **Traffic Impacts**

Director Langer stated the following:

- The Applicant provided a Traffic Impact Study.
- Emails from MDOT and LCRC, including a Driveway Permit were also included in the packet.
- The Applicant has been working with MDOT to meet their requirements. MDOT suggested they relocate the M-59 access for Aspen Trail to location shown on this plan.
- LCRC has no objection to the access to Pleasant Valley Road.
- Both entities have stated there may be improvements required in the rights-of-way that this Applicant will need to add before they will issue permits and can physically build those roads.
- The intersection of M-59/Highland Road and Pleasant Valley/Fenton Road functions at a certain Level of Service. The Applicant would be required to maintain that Level of Service or make road improvements to ensure that Level of Service is maintained. This is something the Applicant will need to work out with MDOT and LCRC.

Chair Fox added the Township passed a Road Milage and both Pleasant Valley Road and Bergin Road will be paved at some point in the near future as part of that millage. The Chair suggested people contact the Township Manager for that timeline.

#### Vehicular Circulation

Chair Fox stated this was discussed earlier.

#### **Fiscal Impacts**

Chair Fox stated the Applicant provided a letter dated May 21, 2025, that is included in the packet.

#### Landscaping (Section 5.11)

Commissioner Grissim stated the following:

- Plans need better labeling to clarify where lawn is planned versus different ground cover.
- Question regarding Divider Medians, want to ensure everything is covered and irrigated. Staff suggested lawn rather than mulch.
- Irrigation system is to be provided in all landscape areas per Maintenance Notes on Sheet L-6. The "landscape areas" are not defined in the notes. Staff assumes this will be provided in the buffer areas/common areas. The Township wants to ensure that areas that are not irrigated are planted with items that can survive. The Applicant stated they would like to meet with their Landscape Architect and the Township to work out those details.
- South Buffer: appreciates the Applicant's desire to save the large trees and use some existing vegetation; however, there is gap near where the cul-de-sac tips in that does not have any trees, just scrub vegetation. The road is approximately three feet higher than the property line, could add additional screening to block the headlights and be a good neighbor. The Applicant suggested some additional evergreen trees at that location.
- Detention Pond: good instruction about how you intend to bring the vegetation back around the large detention pond with a seed mix and maintenance. Suggested a thin straw blanket after seeding to protect the seed from the geese in this area.
- Street Trees: great plan for Street Trees. Do not need more but would like to shift some of them to get them closer to the road for traffic calming purposes. Be aware of the sight line around some of the corners.

- Berm near northeast corner is very severe and would be better served with a more naturalistic design, maybe some canopy trees.
- This design meets the Ordinance requirements, just asking for a better design.

Director Langer added the 7.5-acre piece at the actual corner of M-59 and Pleasant Valley Road is not included in this application. It was included in earlier plans and shown as commercial. The property has been sold. It will be a future development at some point; there have been discussions with the owners. Typically, the commercial development is responsible for adding the buffer for an abutting residential development. The Applicant here has voluntarily added a buffer to their project. It is not listed as a Recognizable Benefit, but it is something they are truly doing voluntarily, it is a feature that is not technically required. Commissioner Grissim stated it will not cost more money; it just needs a more natural design for both the berm and the plantings. The Applicant agreed.

#### Lighting

Director Langer stated for commercial projects, photometric plans are required. Those standards are not typically required for a residential development. The Applicant is proposing a few streetlights at the intersections and at the entrance. The homes may have some outdoor lighting as well, but the Township does not regulate those items.

#### Architecture/Building Materials (Sec. 5.24)

Chair Fox stated this was discussed earlier.

Commissioner Mayer asked about the conversation with the neighbors and business owners to the south and if they were taking any additional steps as a result. The Applicant stated the farm to the south wanted to remind the developers of their harvest schedule and routine, including the rather loud grain dryers. The additional evergreen trees may help mitigate the sound a small amount but the onus will be on M/I Homes to inform their buyers of the existing conditions. They have a disclosure statement that is issued with every purchase agreement. They try to do their best to educate their future homeowners well in advance of the purchase of the home and reeducate if complaints arise.

Commissioner Mayer asked if there are measurements for the sound, how loud is it? The Applicant stated he cannot answer that question. Commissioner Mayer asked if they had considered using upgraded materials for sound blocking on the houses closest to the noise. The Applicant stated they have not.

The Planning Commission briefly discussed the noise issue. The Applicant stated he hears the concerns and will look into the decibel levels.

Director Langer explained how a complaint regarding noise from a farming operation would be handled stating under the Right to Farm Act, that farm can operate, the Township would have no authority to limit their farming practices as long as they are following the Generally Accepted Agricultural and Management Practices (GAAMP) set in place by the Michigan Department of Agriculture and Rural Development (MDARD). If there were other activities occurring, such as an auto repair shop, something not related to farming, the Township could address those issues.

Commissioner Murphy asked about the building envelopes. The Applicant explained each lot is approximately sixty (60) feet, the building envelope is approximately fifty (50) feet, there is five (5) feet to each property line or at least ten (10) feet between any kind of structure as all structures must be contained within the building envelope. Commissioner Murphy asked if that is measured wall to wall or does it include soffits and gutters. Director Langer explained these are setbacks measured from the wall of the structure; the overhang is permitted to encroach 18 inches into the setback.

The Planning Commission briefly discussed how building envelopes are used in residential construction.

#### **Commissioner Eckman offered the following Motion:**

Move to recommend approval of Site Plan/PD #25-004, the Preliminary Planned Development Site Plan for Sawyer Ridge Planned Development as outlined in the staff memorandum dated June 5, 2025.

Approval is subject to the following conditions:

- 1. The Preliminary Planned Development Site Plan for Sawyer Ridge Planned Development, SP/PD #25-004, is subject to the approval of the Township Board.
- 2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated June 5, 2025, 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 shall provide a Planned Development (PD) Agreement that includes any access and maintenance agreements. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
- 4. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, applicable Fire Code requirements, Michigan Department of Transportation (MDOT), Livingston County Road Commission (LCRC), Livingston County Drain Commission (LCDC), and all other government agencies, as applicable.
- 5. Applicant shall obtain applicable approvals and permits from Michigan Department of Transportation (MDOT) and the Livingston County Road Commission (LCRC).
- 6. Applicant shall obtain any necessary approvals and permits from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- 7. The Applicant does not need to come back for a revised Preliminary Plan if some of the lots are eliminated due to an increase in the retention pond provided there are no changes to the walkways or roads.

Seconded by Commissioner Michell. Motion carried unanimously.

#### 8. <u>Call to the Public:</u>

Dick Krueger, Hartland Township; asked how existing residents benefit from development. He sees the negative impacts.

#### 9. <u>Planner Report:</u>

Director Langer reported the Ordinance Review Committee is looking at the keeping of poultry, an issue raised by a resident.

### 10. <u>Committee Reports:</u>

<u>None</u>

#### 11. Adjournment:

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously. The meeting was adjourned at approximately 8:25 PM.

#### Hartland Township Planning Commission Meeting Agenda Memorandum

| Submitted By: | Troy Langer, Planning Director  |
|---------------|---|
| Subject:      | Site Plan with Special Land Use Application #25-007 (Automobile Repair – Minor) at 9990 Highland Road |
| Date:         | July 3, 2025  |

#### **Recommended Action**

**Move to recommend approval of Special Land Use Permit and approve Site Plan Application #25-007,** a request to establish an Automobile Repair (Minor) facility in an existing building at 9990 Highland Road in Section 29 of the Township (Tax Parcel ID #4708-29-200-017). The recommendation for approval is based on the following findings:

- 1. The proposed special land use, Automobile Repair (Minor) meets the intent and purposes of the Ordinance as well as the specific standards outlined in Section 6.6 (Special Uses).
- 2. The proposed special land use is permitted in the GC (General Commercial) zoning district, as outlined in Section 3.1.14.D.xix, and the proposed use is compatible with the existing uses in the vicinity.
- 3. The proposed use will be served by public water and sanitary sewer, by existing essential facilities and public services, and the Hartland Deerfield Fire Authority has no objection.
- 4. The proposed use will be served by private shared driveway with direct access to Highland Road.
- 5. The proposed use will not create additional requirements at public cost for public facilities as the proposed site will be served by public water and sanitary sewer.

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

- 1. The proposed special land use, Automobile Repair (Minor), 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 July 3, 2025, on the plans submitted with a land use permit application, 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.
- 4. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant (SDA), Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
- 5. (Any other conditions the Planning Commission deems necessary).

SP/SUP Application #25-007 Automobile Repair (Minor) at 9990 Highland Road July 3, 2025 Page 2

#### Discussion

#### Applicant: Joseph Mazur

#### **Site Description**

The subject property, addressed as 9990 Highland Road, is located south of Highland Road and west of Old US-23 in Section 29 of the Township (Parcel ID #4708-29-200-017). The approximate 4.5-acre site is zoned GC (General Commercial). The existing building is approximately 3,800 square feet, with an office area of 1,800 square feet and a service area of approximately 2,000 square feet. The service area has four (4) bays.

The building is situated in the center of the site with parking and drive lanes around the building. Access to the site is via the shared drive on the east side of the property, which also provides access to Charyl Stockwell Academy, south of the subject site.

The west property line has an existing buffer of mature trees. The remaining property consists of lawn areas, a detention basin, and landscaping around the parking areas and drive aisles.

The adjacent single-family residential development to the west, Millpointe of Hartland, is zoned HDR (High Density Residential). The property to the south is occupied by Charyl Stockwell Academt and is zoned GC (General Commercial)

The Future Land Use Map (FLUM) designates the subject site and adjacent properties to the north (north of Highland Road), south, and east as Commercial. The adjacent land to the west is shown as Medium Urban Density Residential.

#### **Background Information**

#### Site Plan Applications #221 (1997)

In 1997 the Planning Commission approved Site Plan Application #221 for Michigan Auto Group, a new and used car dealership with moderate service area with four (4) bays.

#### Additional Site History

In 2010 LaFontaine Used Cars of Hartland established a used car dealership on the property, using the existing building and site layout. Between 2010 and 2021, the property has been operating under various owners as new and/or used car businesses. Since 2021, LAG (LaFontaine Automotive Group) has occupied the building for their building maintenance division.

#### Proposed Use

The applicant is requesting to establish an automobile repair business in the existing building, for minor automobile repair services such as oil changes, maintenance, brakes, tires, and alignments. The applicant intends to use the four (4) existing bays for the repair services. The applicant does not intend to make any exterior changes to the existing building other than replacing doors where needed due to rotting issues.

Per Section 3.1.14.D.xix., Automobile Repair – Minor is considered a special land use in the GC (General Commercial) zoning district. Additional standards for this special land use are provided in Section 4.60 of the Zoning Ordinance (Automobile Repair – Minor).

The Hartland Township Zoning Ordinance (No. 76) provides a definition of Automobile Repair – Minor under Section 2.2.20 as follows:

#### Automobile Repair – Minor

Any activity involving incidental repair to motor vehicles such as engine tune-ups, pump replacement, tire repair, electrical system repair, and radiator repair. Quick oil change, sales of accessories, tire rotation and lubricating facilities are included in this definition.

Based on the applicant's description of the automobile repair services he will offer, the proposed business aligns with the definition for Automobile Repair – Minor.

The proposed project also requires site plan approval thus there are two application elements: special land use and site plan approval for an automobile repair business (Minor). Although there are technically two elements, all are incorporated into one combined site plan which will be reviewed and approved concurrently.

Per the Hartland Township Zoning Ordinance and the State Enabling Act, a public hearing is required for the special land use application. Given the requirements for publishing a notice for the special land use, the public hearing has been scheduled for the July 10, 2025, Planning Commission meeting.

#### **Request and Project Summary**

The applicant is requesting site plan with special land use approval to establish an automobile repair business, for minor repairs, using the existing building and parking lot. The business will be open from 7:00 a.m. to 6:00 p.m., Monday through Friday. Approximately six (6) employees will be employed. Typically, the average repair is a quick turnaround, and disabled cars will be parked in the service area of the building. The applicant estimates up to ten (10) vehicles might be stored overnight, based on his experience at his other locations. Four (4) service bays will be available for repair services. The site plan provided by the applicant shows parking areas for employees, customers, and vehicles waiting to be picked up. Per the applicant, the business does not include any repairs to boats or recreational vehicles.

The applicant intends to use the existing building in its current condition except for minor repairs to the garage doors and main entry door to the office area. Per the plans approved under SP #221, 105 parking spaces are provided. The applicant intends to remove the three (3) parking pads along the north side of the parking area, which were historically used to display cars. Those areas will be converted to lawn and shrubs. Removal of the three (3) parking spaces.

The applicant intends to seal coat the parking lot and restripe the parking spaces. A parking plan should be submitted with the land use permit application, to show the parking space dimensions, including barrier-free parking spaces, and aisle width for vehicular travel. The parking plan should meet all applicable requirements of the Zoning Ordinance for off-street parking.

A hedgerow of evergreen shrubs is proposed along the north side of the parking lot. Otherwise, the existing landscaping will remain.

The existing dumpster will be moved from the southwest corner of the parking lot to the rear of the building.

#### **Approval Procedure**

The proposed use, Automobile Repair – Minor, requires approval from the Township Board for the special land use. The Planning Commission will review the special land use and make a recommendation to the Township Board.

The project also requires the site plan to be reviewed by the Planning Commission who will make a final decision on the site plan. The plans will be reviewed using the development standards of the GC (General

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Commercial) zoning district (Section 3.1.14.), standards associated with Automobile Repair – Minor (Section 4.60), and all applicable zoning standards in the Zoning Ordinance.

#### SPECIAL LAND USE REVIEW – General Standards

In accordance with Section 6.6, Special Uses, of the Hartland Township Zoning Ordinance, the following standards shall serve the Planning Commission and Township Board as the basis for decisions involving such uses. The standards are provided below.

- A. Be harmonious and in accordance with the objectives, intent, and purposes of this Ordinance.
- B. Be compatible with the natural environment and existing and future land uses in the vicinity.
- C. Be compatible with the Hartland Township Comprehensive Plan.
- D. Be served adequately by essential facilities and public services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to adequately provide any such service.
- E. Not be detrimental, hazardous, or disturbing to the existing or future neighboring uses, person, property, or the public welfare.
- F. Not create additional requirements at public cost for public facilities and services that will be detrimental to the economic welfare of the community.

The Planning Department believes the proposed use can and will meet the criteria listed above for the special land use request. The applicant has provided written responses to the special land use general standards, as an attachment. The applicant will be responsible for all applicable approvals and permits from other agencies and departments for the proposed use.

#### SPECIAL LAND USE REVIEW – Applicable Site Standards

In addition to a finding by the Planning Commission and Township Board that the criteria above have been satisfied, standards outlined in Section 4.60 (Automobile Repair – Minor), will apply. Those standards are listed below, followed by staff's findings on each standard.

#### Automobile Repair – Minor (Section 4.60)

1. Layout. All lubrication equipment, automobile wash equipment, joists, and pits shall be enclosed entirely within a building. All repair and/or servicing activities shall be conducted within a completely enclosed building. Service bay doors and windows shall be oriented, so they face away from abutting residential districts or adjacent thoroughfares unless screened.

The intent is to conduct all repair activities within the building. The northern section of the building will be used as office space and has windows on three (3) sides. The southern portion has four (4) service bays with two (2) garage doors on the east and two (2) on the west, there are no windows on the southern portion of the building.

2. Outdoor Display. There shall be no outdoor display of parts and/or products.

The applicant has been made aware of this requirement.

3. Outdoor Storage. The outside overnight vehicles shall be limited to no more than one per service bay and shall be limited to only those vehicles which are to be repaired. There shall be no outdoor storage or partially dismantled, inoperable, or unlicensed vehicles. There shall be no outdoor storage of new or discarded parts.

The applicant has been made aware of this requirement.

4. Screening. Where adjoining a residential district, a solid fence or wall six (6) feet in height shall be erected along any common lot line consistent with the applicable standards of Sections 5.11 and 5.13. Such fence or wall shall be continuously maintained in good condition. The Planning Commission may require landscaping, including a berm, as an alternative.

Currently the west property line has a buffer of mature trees, with a width averaging about 120 feet, which could serve as the required buffer where adjoining a residential district (Millpointe of Hartland, zoned HDR). The distance from the commercial building to the closest house in Millpointe of Hartland is approximately 400 feet.

- 5. Groundwater Protection. The applicant shall submit a Pollution Incidence Protection Plan (PIPP). The PIPP shall describe measures to prevent groundwater contamination caused by accidental spills or leakage, such as special check valves, drain back catch basins and automatic shut off valve, as approved by the Fire Department.
  - A PIPP will be required as part of the Land Use Permit application.

#### **<u>SITE PLAN REVIEW – Applicable Site Standards</u>**

The applicable site standards include those standards related to the proposed use, Automobile Repair – Minor, as outlined in Section 3.1.14 (GC-General Commercial); Section 4.60 of the Zoning Ordinance, as discussed above; and all applicable zoning standards in the Zoning Ordinance.

Following is a discussion of applicable site standards for the project as presented under SUP #25-007. Additional standards may be applicable should any revisions occur at a future time.

#### Off-Street Parking (Sec. 5.8.4.H – Automobile Repair – Minor)

- Required 2 spaces for each lubrication stall, rack, pit, or pump, plus 1 space for every 200 sq. ft. of gross floor area devoted to retail sales; plus 1 space per employee.
   EQUATES TO: 14 parking spaces REQUIRED TOTAL (using 6 employees & 4 service bays; retail sales area is not proposed)
- Proposed A parking plan was submitted showing general parking areas by category, but the parking spaces are not delineated on the plan, nor is the number of parking spaces provided per each category. The applicant provided a letter outlining typical parking needs for his other business locations and estimating a total of 40-50 parking spaces are utilized (employees, customers, and cars in for service). If using the site plan from SP #221, 105 parking spaces are shown.
- Meets Requirement? **TBD**
- Comments Per Section 5.8.H., the Planning Commission may modify the numerical requirements for off-street parking based on evidence that another standard would be more reasonable, because of the level of current or future employment and/or level of current or future customer traffic. The applicant has provided a parking analysis that outlines the typical parking needs for his other business locations with similar services, which he would like to use for this site. The applicant is asking the Planning Commission to review the parking needs for this business and determine if the proposed plan is acceptable.
- The applicant intends to seal coat the parking lot and restripe the parking spaces. A parking plan should be submitted with the land use permit application, to show the parking space dimensions, including barrier-free parking spaces. The parking plan should meet all applicable requirements of the Zoning Ordinance for off-street parking.

SP/SUP Application #25-007 Automobile Repair (Minor) at 9990 Highland Road July 3, 2025 Page 6

#### **Barrier-Free Parking**

- Required 5 barrier-free spaces in a location most accessible to the building entrance, with at least 1 space van-accessible (1 barrier-free space required per 25 parking spaces; if use 105 spaces per 1997 plan, 5 barrier-free parking spaces required)
- Proposed Parking plan submitted shows general parking areas, but not barrier-free parking
- Meets Requirement? TBD
- Comment Applicant to provide a parking plan with the land use application. Barrier-free parking shall be provided in accordance with applicable parking requirements. All parking spaces and drive aisles shall meet the Ordinance requirements.

#### Landscaping and Screening (Sec. 5.11)

The Planning Commission Site Plan Review Committee held an informal meeting with the applicant and landscaping was discussed. The applicant noted he intended to keep the existing landscaping intact. The consensus of the group was that the three (3) existing parking pads along the north side of the parking lot should be removed, and an evergreen hedge row should be installed along the north side of the parking area, using the applicable Ordinance standards for parking lot screening.

- A. Perimeter Landscaping for Parking Lots (Sec. 5.11.2.E.ii.a.) Parking lot screening for areas visible from a public ROW, private road, or internal roadway parking area facing Highland Road.
  - Required 15-foot-wide perimeter area abutting parking. Landscape berm planted with a combination of evergreen and deciduous shrubs to effectively screen parking lot; or evergreen hedge row a minimum 3 ft. in height; or decorative screen wall.
  - Proposed Evergreen hedge row north of parking lot using yew shrubs shrub species and height not listed.
  - Meets Requirement TBD. Shrub species must be a minimum 3 ft. in height.
  - Comment Applicant is to provide a revised plan with details regarding the shrub species name and height as part of the land use permit application.

#### Water Supply and Wastewater Disposal (Sec. 5.16)

The site is served by municipal water and sanitary sewer.

#### Hartland Township DPW Review

No comments at this time.

#### Hartland Township Engineer's Review (SDA)

The Township Engineer (SDA) has reviewed the plans and provided comments in the letter dated June 9, 2025.

#### Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority has reviewed the plans and has no concerns at this time, as noted in the email dated June 6, 2025.

#### Attachments:

- 1. Township Engineer (SDA) review letter 06.09.2025 PDF version
- 2. Hartland Deerfield Fire Authority email 06.06.2025 PDF version
- 3. Applicant introductory letter PDF version
- 4. Applicant's response to SUP criteria PDF version
- 5. Applicant's email 06.05.2025 PDF version
- 6. Applicant's letter on parking requirements PDF version
- 7. North elevation– PDF version

SP/SUP Application #25-007 Automobile Repair (Minor) at 9990 Highland Road July 3, 2025 Page 7

- 8. South elevation PDF version
- 9. East elevation PDF version
- 10. West elevation PDF version
- 11. Section 3.1.14 GC (General Commercial) Standards PDF version
- 12. Section 4.60 Automobile Repair Minor PDF version
- 13. SP #221 Site Plan PDF version
- 14. SUP #25-007 Parking Plan PDF version
- 15. SUP #25-007 Site Plan PDF version

CC:

SDA, Twp Engineer (via email)

- S. Hable, Twp DPW Director (via email)
- A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2025 Planning Commission Activity\Site Plan Applications\SUP #25-007 Automotive repair 9990 Highland Road\Staff reports\PC\SUP #25-007 PC PH staff report 07.03.2025.docx



June 9, 2025

Mr. Troy Langer Planning Director Hartland Township 2655 Clark Road Hartland, Michigan 48353

#### Re: Special Land Use for Auto Repair at 9990 E Highland Rd SD Job#HL25106

Dear Mr. Langer:

We have reviewed the Special Land Use Application including concept sketch for the above referenced project prepared by the applicant (Joe Mazur) on May 28, 2025. We have the following comments:

#### A. General

The subject site is located south of Highland Road at 9990 E Highland Road with a Parcel ID of o8-29-200-017. The site is currently occupied by an existing one-story commercial building, and parking areas. The proposed site plan includes a proposed auto repair. There are no proposed changes to the existing building or utilities. Access to the site is provided by a shared private driveway with the Charyl Stockwell Academy.

#### B. <u>Utilities</u>

It is assumed that the site is already serviced by water and sanitary sewer. A site plan showing the location of all existing utilities will be required in the future site plan submittal. Township records show that an existing 12"main is located on the south side of Highland Road and an existing 8" sanitary sewer on the north side of Highland Road. Any changes or additions to the existing building layout may require changes to the existing services.

All sanitary sewer design requirements are to follow current Livingston County Drain Commissioner's (LCDC) standards and details. LCDC sanitary sewer detail sheets shall be attached to the proposed plans when applicable.

The proposed sketch does not indicate an increase in imperviousness, and we would not expect a county drainage review to be needed. Any proposed work should not block or modify existing drainage patterns. There appears to be an existing detention facility. Any disturbance of more than 1 acre, or changes in imperviousness of more than 0.5 acres will require approval from Livingston County Drain Commission.

Please be aware that additional comments may arise with the submittal of additional plans and information.



#### Special Land Use Recommendation

Overall, there are no evident issues with the construction plan from an engineering perspective. Future reviews will provide detailed analysis of the proposed improvements.

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

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

SPALDING DEDECKER

Marle D Collin

Mark Collins, PE Project Manager

Juis Ameri

Luisa Amici Municipal Engineer

cc: Martha Wyatt, Hartland Township Planner (via email)

#### **Martha Wyatt**

To: Subject: Martha Wyatt Auto repair at 9990 M-59 (SUP #25-007)

From: Jon Dehanke <jdehanke@hartlandareafire.com>
Sent: Friday, June 6, 2025 10:22 AM
To: Martha Wyatt <MWyatt@hartlandtwp.com>
Subject: Re: Auto repair at 9990 M-59 (SUP #25-007)

No issues at this time.

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

On May 28, 2025, at 4:33 PM, Martha Wyatt <<u>MWyatt@hartlandtwp.com</u>> wrote:

Good afternoon-

We have received an application for an auto repair business to occupy the existing building at 9990 M-59. There are no changes proposed for the building or site layout, however the use is considered a Special Land Use in the GC (General Commercial) zoning district. This request will go to the Planning Commission and Township Board.

The building has been occupied by LAG for the past several years, as a contracting office for LaFontaine Auto.

I have attached the site plan and business summary for your review. Please provide written comments to me **by June 9<sup>th</sup>.** Thank you.

Sincerely-

Martha K. Wyatt Planner-Landscape Architect 810.632.7498 o 2655 Clark Road Hartland, MI 48353 www.hartlandtwp.com To whom it may concern,

I am writing this letter to introduce myself, our business, and explain the plans we have to utilize the building at 9990 Highland Rd, in hopes that you will consider approving a Special Use permit for minor auto repair at that site.

My name is Joe Mazur. My wife Cathy and I have been residents of Livingston County since 1997. We have raised our kids here, and now our kids are raising our grandkids (all 7 of them!) in this county. In 2009, We opened our first business, Mazur's Total Automotive, in the Hamburg/Pinckney area. Our vision was to create an automotive repair experience where customer service was a priority, and we created an environment to fill the niche of people whose vehicles were out of warranty, and wanted a professional option to the normal stereotype of what auto repair is. We have achieved that, and over the last 15 years, have grown to 4 locations in Hamburg, Howell, South Lyon, and Brighton. This scale allows us to service 1000 cars each month, helping families keep their second biggest investment running properly and avoiding having to buy a new car. We also provide local employment for over 50 people, as well as spending our money with local companies whenever possible. Despite our scale, my wife and I are still the sole owners, so that we can ensure that the business operates to our high standards. This also enables us to give back generously to the community through partnerships with L.E.A.D, Love INC, and others.

As you will see by the attached photos, our facilities are clean, well maintained, and never have any half torn apart cars, or any type of eyesore in view of anyone driving by. Our locations are very well maintained and updated, and they provide an upscale experience for our customers. All except one of our stores operate on main road alongside office and retail establishments, and we fit right in. Our Free loaner cars can be seen driving on many roads throughout the county, enabling people to still do all that they need to do, even though their car is "in the shop".

We identified many years ago that Hartland Township was underserved in terms of auto repair, and that holds true today. Most residents have to travel to Brighton, Howell, or Fenton for quality auto repairs. We plan to change that. At 9990 Highland road, we plan to operate using our proven business model, and bring value to the community. I have enclosed a site plan, that will show our parking plan, and that we will bring life to a building that has struggled to gain traction with previous businesses.

I look forward to meeting with you in person to discuss these plans further, and to answer any questions you may have.

Sincerely,

Joe Mazur

#### **Special Use Permit Standards- Explanation**

Below please find my explanations for each of the special use permit standards, as outlined in Section 6.6.5.

A. Be harmonious and in accordance with the objectives, intent, and purposes of this ordinance.

We seek to bring an essential service to the Hartland community and do so in such a manner that improves the overall community and operates in harmony with the neighboring businesses and communities. We operate professional businesses that go against the stereotypes of "Grease monkey Auto Repair"

B. Be compatible with the natural environment and existing and future land uses in the vicinity.

Our business will beautify and operate in the existing building, adding landscaping to beautify the property, as well as maintaining the existing trees and natural spaces on the property. We will be an asset to any future land uses in the area.

- C. Be compatible with the Hartland Township Comprehensive Plan We seek to operate within all regulations of the township, and be an asset to the community. Operating within the General Commercial District allows us to serve the community in an honest, ethical way in a location that is convenient for residents to access.
- D. Be served adequately by essential public facilities and services, such as highways and streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to adequately provide such service.

We will not bring any significant increase in traffic or congestion to existing roads. The existing structure is well served by current police and fire departments. Refuse disposal is handled privately by us.

- E. Not be detrimental, hazardous, or disturbing the existing or future neighboring uses, person, property, or the public welfare.
   We always conform to all material handling requirements, and all fluids collected are taken offsite for recycling. Our other locations operate in similar environments, and we have never had any issues with neighbors or disturbances.
- F. Not create additional requirements at public cost for public facilities and services that will be detrimental to the economic welfare of the community. We will not create or have need for any additional facilities or services from Hartland Township or the community.

#### **Martha Wyatt**

To: Subject: Martha Wyatt Special use application for 9990 Highland Road

From: Joe Mazur
Sent: Thursday, June 5, 2025 12:12 PM
To: Martha Wyatt <MWyatt@hartlandtwp.com>
Cc: Troy Langer <TLanger@hartlandtwp.com>
Subject: Re: Special use application for 9990 Highland Road

Martha,

Thanks for sending this email. Attached are the photos, and below are the answers to your questions. Please let me know if there is anything else that you need. I will see you at the meeting on July 10 at 7pm. Thanks!

- Please provide photos of each side of the existing building the photos can be emailed to me. Please state your intentions, if any, for repainting/remodeling the exterior of the building.
   We will not be doing very much to the exterior of the building: We will be replacing the front door with a full glass unit due to it being rotted. Some of the garage doors may be replaced due to rotting as well, but if so, they will be replaced with similar units.
- Please provide information on the business itself: types of repair services offered; number of employees; hours of operation; average number of vehicles stored overnight on site (those that are waiting for service); and number of service bays.

This business will provide minor auto repair services (oil changes, maintenance, brakes, tires, alignments) and will be open from 7am - 6pm Monday thru Friday. We will have approx 6 employees working there, and expect to have approx 10 cars stored overnight. Our other businesses provide quick turnarounds on repairs and we also do not allow abandoned or disabled cars to linger on the lot. We will have 4 service bays.

Please state that that you will not be servicing/repairing RVs or boats or doing any body work as part of your business.

We will not be repairing boats or RV's as part of our business. This existing building is not conducive to that type of repair anyway.

JM

Hartland Township RE: Parking requirements for other businesses.

To whom it may concern,

I am writing this to clarify and document the parking needs for the other similar businesses that we operate in other communities as it relates to the proposed automotive repair facility in Hartland Township.

The businesses that we operate in Hamburg, Howell, South Lyon and Brighton all utilize between 40-50 parking spaces for vehicles at all times. This would include employee cars, and cars that are in for service. Our business model is such that almost all cars are completed by Friday each week, with less than 10 cars occupying the parking lot during the weekend when we are closed. Though other automotive businesses may require more parking spaces, we have made it a policy to be very efficient and not allow "broken down" or abandoned cars to sit on our lot. We also provide a fast turnaround on repairs, with most repairs taking 1-3 days to complete.

Sincerely,

Joe Mazur









Purpose and Introduction

 $\mathbf{Z}$  Definitions

### GC General Commercial

#### A. INTENT

The "GC" General Commercial District is established to accommodate those retail businesses and services which are intended to serve the requirements of the Hartland community. The large size and variety of permitted commercial uses typically generates significant volumes of vehicular traffic. Uses in the "GC" District typically require a relatively large area devoted to off-street parking and loading, and tend to create problems of congestion. It is intended to direct all intensive commercial development to those areas designated as such on the Hartland Township Comprehensive Plan.

#### User Note: For uses listed in **bold blue**, refer to Article 4, or click on use, for use-specific standards

#### B. PRINCIPAL PERMITTED USES

- i. Retail stores, wholesale clubs, or retail centers up to sixty thousand (60,000) square feet in gross floor area
- ii. Professional and medical offices or clinics
- iii. Financial institutions with drive-through service  $_{\S 4.57}$
- iv. Personal service establishments
- v. Food and beverage service establishments, excluding drive-in or drive-through service, live entertainment or dancing
- vi. Outdoor seating and dining areas §4.47
- vii. Business service establishments
- viii. Adult day care facilities,<sup>CD</sup> and child care centers,<sup>CD</sup> preschool and day care centers §4.12
- ix. Public buildings, post offices, libraries, libraries, community centers but not including warehouses, garages, or storage areas
- x. Public or private parks and open space
- xi. Business and private schools operated for a profit completely within an enclosed building
- xii. Churches and religious institutions §4.20
- xiii. Essential public services, provided there is no building or outdoor storage yard
- xiv. Banquet halls, assembly halls, private clubs<sup>III</sup>, lodge halls or similar places of assembly.
- xv. Funeral homes and mortuary establishments  $_{\S 4.29}$
- xvi. Theaters and concert halls
- xvii. Newspaper offices and accessory printing/ distribution.
- xviii. Personal fitness centers
- xix. Veterinary offices, small animal<sup>®</sup> §4.45

#### C. ACCESSORY USES

i. Accessory buildings, uses and activities customarily incidental to any of the abovenamed principal permitted uses §5.14

#### D. SPECIAL LAND USES

- i. Automobile service stations §4.16
- ii. Automobile sales §4.15
- iii. Automobile wash, when within a completely enclosed building §4.17
- iv. Billiard halls
- v. Open air business uses §4.38
- vi. Drive-in establishments for the retail delivery of products to customers in automobiles where the type of drive-in establishment is not otherwise specifically included in this Ordinance §4.24
- vii. Essential service facilities and related accessory storage yards, including telephone exchange buildings and public utility offices §4.26
- viii. Garden centers, nurseries and greenhouses.
- ix. Leasing of recreational, landscaping, or moving equipment
- x. Large institutional uses<sup>III</sup> §4.53
- xi. Motels<sup>CD</sup> and hotels §4.36
- xii. Outdoor and indoor commercial recreation §4.40
- xiii. Radio and television towers 84.39
- xiv. Restaurant<sup>™</sup>, bar, or brew-pubs, including with live entertainment or dancing. With drive-in or drive-through service §4.28
- xv. Shopping centers and other stores of over sixty thousand (60,000) square feet in gross floor area §4.46
- xvi. Restaurant<sup><sup>®</sup></sup>, bar, or brew-pubs including with live entertainment or dancing. With drive-in or drive-through service.
- xvii. Uses of the same nature or class as uses listed in this district as either a Permitted Principal Use or Special Use in this district, but not listed elsewhere in this Zoning Ordinance, as determined by the Planning Commission.
- xviii. Automobile fueling and convenience station<sup>th</sup> §4.58
- xix. Automobile repair minor<sup>III</sup> §4.60







Zoning Districts





Development Procedures

**7** Admin and Enforcement

3 - 30

## GC General Commercial

#### E. DEVELOPMENT STANDARDS

#### Lot Size

| Minimum lot area <sup><math>\square</math></sup> :  |                      |
|---|----------------------|
| Without sewer                                       | 40,000 sq ft         |
| With sewer  | 20,000 sq ft         |
| Minimum lot width <sup><math>\square</math></sup> : | 120 ft               |
| Maximum Lot Coverage                                |                      |
| Principal Structure                                 | 75%                  |
| i inicipal otractare                                | 10/0                 |
| Setbacks <sup>III</sup>                             |                      |
| Minimum front yard setback:                         | 50 ft                |
| Minimum rear yard setback:                          |                      |
| Without sewer                                       | 0 ft                 |
| With sewer  | 40 ft                |
| Minimum side yard setback:                          | 15 ft                |
| Building Height <sup><math>\square</math></sup>     |                      |
| Maximum building height:                            |                      |
| Dwelling unit                                       | 35 ft or 2.5 stories |
|   | whichever is less    |
|   |                      |

For additions to the above requirements, refer to

See Suggested References below for applicability

Section 3.24: 2, 5, 8, 12, 13, 14, 15, 16, 17, 18, 19,





The above drawings are not to scale.

#### SELECTED REFERENCES

Accessory structure

20, 21, 27, 28.

NOTES

#### **3. Zoning Districts**

Planned Development §3.1.18

#### 5. Site Standards

- Paved Access §5.22.3
- Off-Street Parking and Loading Requirements §5.8
- Access Management and Driveways §5.10
- Sidewalks & Pathways §5.12
- Landscaping §5.11
- Lighting 5.13

■ Walls and Fences §5.20

15 ft or 1 story

- Performance Standards §5.19
- Architectural Standards §5.24

#### 6. Development Procedures

- Site Plan Review §6.1
- Traffic Impact §6.5
- Special Use Review §6.6





Purpose and Introduction

N

Definitions

S

Zoning Districts





## 3.1.14

Amended through 8/16/2013







- **Z** Definitions
- **3** Zoning Districts

- **5** Site Standards
- 6 Development Procedures
- **7** Admin and Enforcement

- 9. Lighting. A canopy is subject to lighting standards provided in Section 5.13 Lighting.
- 10. Groundwater Protection . The applicant shall submit a Pollution Incidence Protection Plan (PIPP). The PIPP shall describe measures to prevent groundwater contamination caused by accidental gasoline spills or leakage, such as special check valves, drain back catch basins and automatic shut off valves, as approved by the Fire Department.

#### 4.59 AUTOMOBILE REPAIR - MAJOR

The following regulations shall apply to Automobile Repair - Major facilities:

- 1. Repair Facility. All repair activities shall be conducted within a completed enclosed building. The facility shall be equipped with all necessary venting, filtration, storage and containment equipment to avoid any adverse effects on adjacent and neighboring areas. All activities shall be further conducted in such a manner as to minimize adverse impacts on adjacent and neighboring properties.
- 2. Outdoor Storage. Outdoor storage is permitted provided the storage area does not exceed twenty five percent (25%) of the gross floor area of the building, can be provided in the rear yard, and will not adversely affect the reasonable and proper development of the industrial district in which it is located, as determined by the Township. The outdoor storage area shall be screened with a wall and landscaping in accordance with the provisions of Section 5.11 and Section 5.20. No vehicle stored in such area should exceed the height of the wall and no vehicles shall be serviced in this area. This area shall not be used for the storage of parts or supplies. The maximum amount of time that a vehicle may be stored within this area while awaiting repair is sixty (60) days. No vehicle shall be allowed to discharge any fluids onto the ground.
- 3. Grades. Yards shall be graded in such a manner as to prevent the accumulation of surface water and shall not increase the natural runoff onto adjacent properties.
- 4. Vehicle Sales and Storage. The storage, sales, or rental of new or used cars, trucks, trailers, or any other vehicles on the premises is prohibited.
- 5. Groundwater Protection. The applicant shall submit a Pollution Incidence Protection Plan (PIPP). The PIPP shall describe measures to prevent groundwater contamination caused by

accidental gasoline spills or leakage, such as special check valves, drain back catch basins and automatic shut off valves, as approved by the Fire Department.

#### 4.60 AUTOMOBILE REPAIR - MINOR

The following regulations shall apply to Automobile Repair – Minor facilities:

- 1. Layout. All lubrication equipment, automobile wash equipment, joists, and pits shall be enclosed entirely within a building. All repair and/or servicing activities shall be conducted within a completely enclosed building. Service bay doors and windows shall be oriented so they face away from abutting residential districts or adjacent thoroughfares unless screened.
- 2. Outdoor Display. There shall be no outdoor display of parts and/or products.
- 3. Outdoor Storage. The outside overnight parking of vehicles shall be limited to no more than one per service bay and shall be limited to only those vehicles which are to be repaired. There shall be not outdoor storage of partially dismantled, inoperable or unlicensed vehicles. There shall be no outdoor storage of new or discarded parts.
- 4. Screening. Where adjoining a residential district, a solid fence or wall six (6) feet in height shall be erected along any common lot line consistent with the applicable standards of Sections 5.11 and 5.20. Such fence or wall shall be continuously maintained in good condition. The Planning Commission may require landscaping, including a berm, as an alternative.
- 5. Groundwater Protection. The applicant shall submit a Pollution Incidence Protection Plan (PIPP). The PIPP shall describe measures to prevent groundwater contamination caused by accidental gasoline spills or leakage, such as special check valves, drain back catch basins and automatic shut off valves, as approved by the Fire Department.











- Plant 45 Yew Shrubs IN Shadeo Area To Create Hedge Row. - Relocate Dumpster From Rear Corner To Behind Building.

- Sealcont & Stripe PARKing Lot.

#### Hartland Township Planning Commission Meeting Agenda Memorandum

| Submitted By: | Troy Langer, Planning Director  |
|---------------|---|
| Subject:      | Site Plan Application SP/PD #25-010 – Highland Road Self Storage Planned Development Final Plan |
| Date:         | July 3, 2025  |

#### **Recommended Action**

Move to recommend approval of Site Plan Application #25-010, the Final Planned Development Site Plan for Highland Road Self Storage Planned Development as outlined in the staff memorandum dated July 3, 2025.

Approval is subject to the following conditions:

- 1. The Final Planned Development Site Plan for the Highland Road Self Storage Planned Development, SP/PD Application #25-010, is subject to the approval of the Township Board.
- 2. Final approval of the Highland Road Self Storage Planned Development (SP/PD Application #25-010) 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 (approximately 1.21 acres), and which is to be rezoned to PD, is as follows:
  - a. Tax Parcel ID #4708-21-300-039 (approximately 1.21 acres in area); currently zoned GC (General Commercial)
- 3. Waiver request for the planned development project area to be less than 20 acres is approved.
- 4. Waiver request for the building height to exceed 35 feet is approved.
- 5. Waiver request for one (1) wall sign on a side of the building that is not the building wall's primary entrance (south elevation) is approved.
- 6. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated July 3, 2025, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
- 7. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any access and maintenance agreements. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
- 8. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
- 9. (Any other conditions the Planning Commission deems necessary).

SP/PD #25-010 Highland Road Self Storage PD Final Plan July 3, 2025 Page 2

#### Discussion

Applicant: Joe Qonja

#### Site Description

The proposed planned development (PD) is shown north of Highland Road, west of US-23, and located between Best Western of Hartland motel and Arby's restaurant. The subject parcel, zoned GC (General Commercial), is approximately 1.21 acres in size and is undeveloped (Parcel ID #4708-21-300-039). The property has approximately 180 lineal feet of frontage along the right-of-way line for US-23 (east property line). The west property line aligns with the existing 30-foot-wide private service drive easement and the parcel has approximately 180 lineal feet of frontage along the private service drive.

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

Public access to the proposed development is via an existing paved, private service drive which connects to Highland Road on the south, travels north to the Best Western of Hartland motel, then turns west to connect to Old US-23. The north-south portion of the service drive is paved and is approximately twenty (20) feet wide, as measured edge to edge, without curbing. The east-west portion of the service drive is approximately thirty (30) feet wide, edge to edge, and also without curbing. A 30-foot-wide private driveway easement for ingress-egress and utilities is associated with the service drive. Currently Arby's restaurant has access from the service drive via two (2) driveways as does Best Western. A vacant parcel is situated west of Best Western and north of the service drive.

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

Arby's restaurant is to the south (10099 Highland Road) and is zoned GC. To the north, is the Best Western of Hartland (10087 Highland Road) which is also zoned GC. Southwest of the subject site is Chase Bank which is zoned PD (Planned Development). The Chase Bank property does not take access from the private service drive. The 2020-2021 Amendment to the FLUM shows Commercial as the designation for each parcel.

#### Site History

#### SUP #183 (Best Western Motel 1984)

The subject property for the climate controlled self-storage facility was originally part of a larger parcel that included the Best Western motel. SUP #183 for the Best Western motel was approved by the Township Board on August 21, 1984. The plan showed two (2) phases for the development of the site that included two (2) motel buildings, a separate motel office building, restaurant, donut shop, and associated parking areas.

#### Land Use Permit #1433 (1985)

Land Use Permit #1433 was approved on January 24, 1985, for the construction of the motel building, in its current location. It is unclear if the separate motel office building and pool were also approved under this permit.

#### Metes and Bounds Land Division Application #771 (2007)

The Planning Commission approved M & B Land Division Application #771 on June 28, 2007. This was a request to split the existing parcel into two (2) parcels, that included Parcel A (1.54 acres vacant land, NW corner of the site, adjacent to Old US-23) and Parcel B (3.95 acres, with motel buildings, paved parking areas, and undeveloped land to the south). A thirty (30) foot wide easement is shown on Parcel A and Parcel
B, for ingress, egress, and public utilities. The easement connects to Old US-23 on the west and Highland Road to the south. The document was recorded in 2007.

#### Land Division Application #840 (2014)

This was a request to split Parcel B (3.95 acres) into two (2) parcels. Parcel B1 (2.72 acres) includes the existing motel building, office/indoor pool building, and parking area. Parcel B2 (1.21 acres) is the site of the proposed climate controlled self-storage PD. The 2014 recorded survey for the land division, for Parcel B1, shows a 30-foot-wide segment of land that appears to be the approximate location of the north-south portion of the ingress-egress easement described in the 2007 recorded document. However, a legal description of the 30-wide easement is not provided on this survey.

<u>Site Plan/PD Application #23-009 (Climate Controlled Self-Storage Facility PD – Concept Plan)</u> The Concept PD plan was discussed under SP/PD Application #23-009. The Planning Commission reviewed the project on August 24, 2023, followed by the Township Board's review of the project on September 5, 2023.

<u>Site Plan/PD Application #24-001 (Highland Road Self Storage Facility – Preliminary Plan)</u> On May 9, 2024, the Planning Commission held a public hearing for SP/PD #24-001 and recommended approval.

The Township Board approved SP/PD #24-001 at their regular meeting on June 4, 2024. Approval of the Preliminary PD included the following conditions:

- 1. The Preliminary Planned Development Site Plan for Highland Road Self-Storage Facility Planned Development, SP/PD #24-001, is subject to all recommendations made by the Planning Commission.
- 2. Waiver request for the planned development project area to be less than 20 acres is approved.
- 3. Waiver request for the building height to exceed 35 feet is approved.
- 4. Waiver request for one (1) wall sign on a side of the building that is not the building wall's primary entrance (south elevation) is approved.
- 5. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated May 2, 2024, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
- 6. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any access and maintenance agreements. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
- 7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.

#### **Planned Development Procedure**

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD Planned Development. Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step.

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. The public hearing for the Preliminary Plan for SP/PD #24-001 was held at the Planning Commission meeting on May 9, 2024.

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

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

#### **Overview of the Plan and Proposed Use**

The proposed project consists of a 3-story, climate controlled self-storage facility, approximately 64,000 square feet in area. The approximate 1.21-acre parcel is zoned GC (General Commercial). The GC zoning district does not allow for self-storage facilities or mini warehouse uses. As a result, the project is being developed as a Planned Development.

The building is located in the center of the site. Three (3) driveways provide access to the site from the existing service drive. The southern driveway provides ingress to the site and is one-way (west to east). The internal drive lane wraps around the building on the east and north, with a one-way egress driveway on the north (travel goes from east to west). The center driveway is the exit point from the building.

Vehicular access into the building is via a garage door on the east side of the building. The exit point is on the west side of the building, with a driveway connection to the private service drive. Eighteen (18) driveup storage units are offered on the north side of the building with each unit having access via a garage door.

The total gross square footage of the 3-story, climate-controlled building is approximately 64,000 square feet. The first floor is 18,600 square feet excluding the access drive that runs through the center of the first floor. The second and third floors are each 22,800 square feet.

Patrons can enter the building (on-foot) via an entrance door on the east side of the building. Internally, the first floor has an office area, 18 drive-up units, 73 interior storage units, elevator, restroom, and staircase. A total of 91 storage units are found on the first floor. The second and third floors can be accessed via the elevator or stairs. Storage units are found on each floor, in varying sizes, with a total of 179 units on each floor (2<sup>nd</sup> and 3<sup>rd</sup> floor). The total number of storage units for the facility (all three floors) is 449 units based on the floor plans reviewed under the Preliminary PD plan.

Four (4) parking spaces are provided on the east side of the building. Three (3) spaces are standard parking spaces. One (1) parking space is a van accessible, barrier-free parking space..

The building height is 40'-0" for the 3-story building, at the highest point. This height exceeds the maximum allowed height of thirty-five (35) feet in a Planned Development. A waiver request to exceed the maximum building height was granted under SP/PD #24-001 (Preliminary PD Plan).

The building façade materials consist of three (3) masonry products, prefabricated composite panels, and metal awnings.

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

Stormwater management plans show an underground detention system on the south side of the building.

#### Legal Documents and Submittals

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

Draft versions of the Declaration of Easements and Liberty Hills Planned Development Agreement were submitted by the applicant.

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

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

The following is a brief discussion of the submitted documents.

#### Declaration of Easements

The Declaration of Easements pertains to a non-exclusive easement over and across an existing paved, private service drive which travels between Highland Road and Old US-23. The proposed self storage facility intends to have access from the private service drive. The draft document has been reviewed by the Township Attorney and the Planning Department. The Township Attorney has provided comments on the Declaration of Easements document. The applicant has received those comments but has not had time to make the necessary changes to the document. The final document shall be subject to the approval of the Township Attorney.

#### Planned Unit Development Agreement

The draft version of the Liberty Hills Planned Unit Development Agreement was reviewed by the Township Attorney and minor revisions were suggested. The applicant was made aware of the changes and will resubmit the document for another review by the Township Attorney.

#### **Rezoning of the subject property**

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 parcel that constitutes the planned development is GC (General Commercial). 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 Declaration of Easements PDF version
- 2. Draft Liberty Hills Planned Development Agreement PDF version
- 3. SP PD #24-001 Preliminary PD Approval letter dated 06.05.2024 PDF version
- 4. SP PD #24-001 Prelim PD Approved Site Plan PDF version
- 5. SP PD #24-001 Prelim PD Approved Elevations PDF version

CC:

SDA, Twp Engineer (via email) Scott Hable, Twp DPW Director (via email) A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2025 Planning Commission Activity\Site Plan Applications\SP PD #25-010 Highland Road self storage Final PD\Staff Reports\PC\SP PD #25-010 Highland Road self storage Final PD staff report PC 07.03.2025.docx

#### **DECLARATION OF EASEMENT**

This Declaration of Easement is made this March \_\_\_\_, 2025, by Hartland Storage Investments, LLC, a Michigan Limited Liability Company, whose address is 100 W. Long Lake Rd. Suite 122, Bloomfield Hills, MI 48304 ("Party One"), \*\*Best Western Parcel & Truck Parking\*\*, a Michigan \_\_\_\_\_\_, whose address is \_\_\_\_\_\_ ("Party Two"), and \*\*Arby's Parcel\*\*, a Michigan \_\_\_\_\_\_, whose address is \_\_\_\_\_\_ ("Party Two"). Party One, Party Two and Party Three may also be referenced herein as "Owner".

#### RECITALS:

- A. Party One owns land located in the Township of Hartland, County of Livingston, Michigan and more particularly described in the attached Exhibit A ("Party One Parcel").
- B. Party Two owns land located in the Township of Hartland, County of Livingston, Michigan and more particularly described in the attached Exhibit B ("Party Two Parcel").
- C. Party Three owns land located in the Township of Hartland, County of Livingston, Michigan and more particularly described in the attached Exhibit C ("Party Three Parcel").
- D. Party One, Party Two, and Party Three wish to declare and grant an access easement for the benefit of the Party One Parcel, Party Two Parcel, and Party Three Parcel on, under, across and over such parcels on the terms as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties agree as follows:

#### **PROVISIONS**:

1. <u>GRANT</u>. Party One, for itself and grantees, successors and assigns, and Party Two, for itself and grantees, successors and assigns, and Party Three, for itself and grantees, successors and assigns, hereby declare this non-exclusive easement over and across the road as depicted by the cross-hatched areas on the attached Exhibit D ("Road") and described on the attached Exhibit E for the purpose of utilizing the Road as a means of access, ingress and egress to the Party One Parcel and Party Two Parcel and Party Three Parcel for pedestrian and vehicular traffic. The easement declared herein shall be non-exclusive such that

the owners, occupants, tenants and invitees of any portion of the Party One Parcel, Party Two Parcel and Party Three Parcel shall share the right to travel over the Road in common with one another. Notwithstanding anything herein the contrary, this Declaration shall grant rights of access, ingress and egress only, and nothing contained in this Declaration shall grant any rights for parking within the Road or on any other portion of Party One Parcel Party Two Parcel or Party Three Parcel.

- 2. <u>INDEMNIFY</u>. Each parcel owner having rights with respect to the easement granted hereunder shall indemnify and hold the other parcel owner s whose parcels are subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such 0wner, its contractors, employees, agents, or others acting on behalf of such owner.
- 3. <u>INSURANCE</u>. Throughout the term of this Agreement, each owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in section 2 above), death, or property damage occurring upon such owner 's parcel, with single limit coverage of not less than an aggregate of Three Million Dollars (\$3,000,000.00) including umbrella coverage, if any, and naming each other owner (provided the owner obtaining such insurance has been supplied with the name of such other owner in the event of a change thereof) as additional insureds.
- 4. <u>MAINTENANCE</u>. Party \_\_\_\_\_ (the "Designee") maintains the Road which includes repair, resurfacing and replacing of the Road; landscaping; snow removal, and sweeping ("Maintenance Costs"). Such costs will be paid equally by the owners of the Party One Parcel and Party Two Parcel and Party Three Parcel within thirty (30) days after presentation of an invoice. On or before December 1 of a calendar year, the Designee will provide to the Owners an estimated budget for the Maintenance Work for the following calendar year (with supporting quotes and other documents). The other owners have twenty (20) days after the written notice is sent in which to object in writing to any part of the estimated budget. If no timely objection is received, the estimated budget will be deemed approved. Any written objection to the budget will be resolved through negotiations. If negotiations fail to resolve the objection, any party may commence litigation to resolve the objection.

#### 5. <u>REMEDIES AND ENFORCEMENT</u>.

- a. <u>All Legal and Equitable Remedies Available</u>. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- b. <u>Self-Help</u>. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate as published from time to time by The Wall Street Journal, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage

or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Parcel, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

- c. <u>Lien Rights</u>. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Register of Deeds of Livingston County, Michigan; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.
- d. <u>Remedies Cumulative</u>. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- e. <u>No Termination for Breach</u>. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- f. <u>Irreparable Harm</u>. In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.
- 6. <u>BINDING AGREEMENT</u>. The easements granted herein shall be for the use and benefit of the Party One Parcel and Party Two Parcel and Party Three Parcel, the present and future owner (s) thereof and their respective heirs, personal representatives, successors, assigns and mortgagees, shall run with the Party One Parcel and Party Two Parcel and Party Three Parcel and shall constitute an interest in realty and shall be binding upon and burden Party One Parcel and Party Two Parcel and Party Two Parcel and Party Three Parcel and Party Three Parcel and Party Three Parcel and Party Three Parcel and the present and future owner (s) thereof and their respective heirs, personal representatives, successors, assigns and mortgagees.
- 7. <u>NO PUBLIC DEDICATION</u>. Notwithstanding the foregoing, the owner s of the Party One Parcel and Party Two Parcel and Party Three Parcel shall have the right, at least once in every calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking access to the Driveway in order to avoid the possibility of dedicating the same for public use; provided that, if possible,

such barriers or chains shall be erected for such purpose at a time and upon a day when the businesses established at Party One Parcel and Party Two Parcel and Party Three Parcel are not open for business.

#### 8. MISCELLANEOUS.

- a. <u>Attorneys' Fees</u>. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- b. <u>Amendment</u>. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel One, Parcel Two, and Parcel Three, and the written approval of Hartland Township, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Register of Deeds of Livingston County, Michigan.
- c. <u>Consents</u>. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- d. <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- e. <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- f. <u>Covenants to Run with Land</u>. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- g. <u>Grantee's Acceptance</u>. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- h. <u>Separability</u>. Each provision of this Agreement and the application thereof to Parcel One, Parcel Two, and Parcel Three are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability

of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one (1) Parcel by the same person or entity shall not terminate this Agreement or in any manner affect or impair the validity or enforceability of this Agreement.

- i. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- j. <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- k. <u>Notices</u>. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel 1 Owner , the Parcel 2 Owner are as follows:

| Parcel 1 Owner: | Hartland Storage Investments, LLC<br>Attn:<br>100 W. Long Lake Rd., Ste. 122<br>Bloomfield Hills, MI 48304 |
|-----------------|--|
| Parcel 2 Owner: | **Best Western Parcel & Truck Parking**<br>Attn:   |
| Parcel 3 Owner: | **Arby's Parcel**<br>Attn:   |

- 1. <u>Governing Law</u>. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- m. <u>Estoppel Certificates</u>. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
- n. <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, this Declaration of Easement has been executed as of the day and year first above written.

Hartland Storage Investments, LLC, A Michigan Limited Liability Company

| By:        |  |  |
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| Print Name |  |  |

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STATE OF MICHIGAN ) ) ss COUNTY OF \_\_\_\_\_)

The foregoing was acknowledged before me this March \_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of Hartland Storage Investments, LLC, a Michigan Limited Liability Company, on behalf of said company.

\_\_\_\_\_, Notary Public

County of \_\_\_\_\_\_, State of Michigan

Acting in \_\_\_\_\_ County My commission expires: \_\_\_\_\_

| **Best V | Western | Parcel | & T | ruck | Parkin | g** |
|----------|---------|--------|-----|------|--------|-----|
|----------|---------|--------|-----|------|--------|-----|

|                   | By:   |       |
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|                   | Print Name:   |       |
|                   | Its:  |       |
|                   |   |       |
| STATE OF MICHIGAN |   |       |
| COUNTY OF         | ) SS<br>)   |       |
|                   | knowledged before me this March, 2025, by<br>Parcel & Truck Parking, on behalf of said company. | , the |
|                   |   |       |
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|                   |   |       |

\_\_\_\_\_, Notary Public

County of \_\_\_\_\_\_, State of Michigan

Acting in \_\_\_\_\_ County My commission expires: \_\_\_\_\_

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| **Arby's Parcel** | * |
|-------------------|---|
|-------------------|---|

|   | By:                        |                     |       |
|---|----------------------------|---------------------|-------|
|   | Print Name:                |                     |       |
|   | Its:                       |                     |       |
|   |                            |                     |       |
| STATE OF MICHIGAN                             | )                          |                     |       |
| COUNTY OF                                     | ) ss<br>)                  |                     |       |
| The foregoing was ackn<br>of Arby's Parcel of | on behalf of said company. | March, 2025, by     | , the |
|   |                            | , Notary Public     |       |
|   | County of                  | , State of Michigan |       |
|   | Acting in                  | County              |       |
|   | My commission exp          | oires:              |       |

DRAFTED BY / RETURN TO: Ramy Sesi, Esq. 32000 Northwestern Hwy., Suite 155 Farmington Hills, MI 48334 <u>Exhibit A</u> <u>Legal Description of Party One Parcel</u>

<u>Exhibit B</u> <u>Legal Description of Party Two Parcel</u>

<u>Exhibit C</u> <u>Legal Description of Party Three Parcel</u>

<u>Exhibit D</u> <u>Sketch of Properties and Easement</u>

<u>Exhibit</u> <u>Legal Description of Easement</u>

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#### STATE OF MICHIGAN COUNTY OF LIVINGSTON TOWNSHIP OF HARTLAND

#### LIBERTY HILLS PLANNED DEVELOPMENT (PD) AGREEMENT

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between the TOWNSHIP OF HARTLAND, Livingston County, Michigan, herein called the "Township", 2655 Clark Rd., Hartland, MI 48353, and ENTITY WE DECIDE TO MAKE OWNER, LLC, a Michigan limited liability company, whose address is 100 W. Long Lake Rd. Suite 122, Bloomfield Hills, MI 48304, and its successors and assigns, herein called the "Developer."

#### BACKGROUND

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

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

#### I. GENERAL PROJECT DESCRIPTION

The Property is approximately 1.2 acres of land, bearing Parcel I.D. No. 08-21-300-039. The address is \_\_\_\_\_\_ Highland Rd., Hartland Twp., Michigan *[INSERT ZIP]*.

#### II. EFFECT OF PD AGREEMENT

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

#### III. USES PERMITTED

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

#### IV. DENSITY AND LOCATION

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

#### V. YARD SETBACKS

Yard setbacks and lots shall conform to the Township Ordinance.

#### VI. LANDSCAPING

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

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

#### VII. SHARED DRIVEWAY EASEMENT

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

#### VIII. ON AND OFF-SITE IMPROVEMENTS

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

#### IX. STORM WATER MANAGEMENT

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

#### X. WATER AND SANITARY SEWER

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

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

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

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

#### XI. SIGNAGE

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

#### XII. PHASING

The project shall be developed in a single phase.

#### XIII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

#### [SIGNATURE PAGES TO FOLLOW]

#### **TOWNSHIP OF HARTLAND**

| By:  |  |
|--|--|
| Print Name:  |  |
| Its:   |  |
|  |  |
| STATE OF MICHIGAN )  |  |
| ) ss<br>COUNTY OF)   |  |
| The foregoing instrument was acknowledged before 2025, by, on behalf of the Townsh |  |
|  |  |
|  |  |

\_\_\_\_\_, Notary Public

County of \_\_\_\_\_, State of Michigan

Acting in \_\_\_\_\_ County My commission expires: \_\_\_\_\_

#### <mark>(TBD ENTITY, LLC</mark>)

|                     | By:                                       |           |
|---------------------|---|-----------|
|                     | Print Name:                               |           |
|                     | Its:                                      |           |
| STATE OF MICHIGAN ) |   |           |
| COUNTY OF) ss       |   |           |
| 2025, by            | nowledged before me on this day of, the   | ,<br>, of |
| ,L                  | LC, a Michigan limited liability company. |           |
|                     |   |           |
|                     | , Notary Publi                            | –<br>c    |
|                     | County of, State of Michiga               | n         |

Acting in \_\_\_\_\_ County My commission expires: \_\_\_\_\_

Drafted by:

When recorded return to:

18461:00003:201313579-1

#### **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

June 5, 2024

OnQ Commercial Real Estate Attn. Joe Qonja 100 W. Long Lake Road Suite 112 Bloomfield Hills, MI 48304

#### RE: Site Plan/PD Application #24-001 – Highland Road Self-Storage Facility Preliminary Planned Development Site Plan

Dear Joe Qonja:

On Thursday, May 9, 2024, the Planning Commission recommended approval of Site Plan/PD Application #24-001, the Preliminary Planned Development Site Plan for Highland Road Self-Storage Facility Planned Development. The Township Board approved Site Plan/PD Application #24-001 at their regular meeting on Tuesday June 4, 2024.

Approval is subject to the following conditions:

- 1. The Preliminary Planned Development Site Plan for Highland Road Self-Storage Facility Planned Development, SP/PD #24-001, is subject to all recommendations made by the Planning Commission.
- 2. Waiver request for the planned development project area to be less than 20 acres is approved.
- 3. Waiver request for the building height to exceed 35 feet is approved.
- 4. Waiver request for one (1) wall sign on a side of the building that is not the building wall's primary entrance (south elevation) is approved.
- 5. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated May 2, 2024, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
- 6. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any access and maintenance agreements. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
- 7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.

SP/PD #24-001 (Highland Road Self-Storage Facility Preliminary Planned Development Site Plan) June 5, 2024 Page 2

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

Sincerely,

Troy Langer

Planning Director





#### Hartland Township Planning Commission Meeting Agenda Memorandum

| Submitted By: | Troy Langer, Planning Director   |
|---------------|--|
| Subject:      | Site Plan #25-011 Urban Air Adventure Park Planned Development (PD) Concept Plan |
| Date:         | July 3, 2025   |

#### **Recommended Action**

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

#### Discussion

Applicant: Nathanael Sumner

#### Site Description

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

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

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

#### Site History

#### Site Plan Application #261

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

#### Metes and Bounds Application #600

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

#### Rezoning Application #341

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

#### **Planned Development Procedure**

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

#### **Proposed Concept Plan**

#### A. General

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

The typical hours of operation are Monday through Friday, 4:00 p.m. to 8:00 p.m. during the school year; Saturday, 10:00 a.m. to 9:00 p.m.; and Sunday, 11:00 a.m.to 9:00 p.m. During school break periods, summer, or as scheduled for special events, the hours are Monday through Friday, 10:00 a.m. to 9:00 p.m.

Per the applicant, the maximum occupancy for an Urban Air facility of a similar size tends to be in the range of 700-900 occupants, depending on the range of activities offered, party rooms, tables and similar options.

The property is currently zoned GC (General Commercial). The subject property is approximately 6.05 acres in area using the combined total of the two (2) parcels. The two (2) parcels will have to be combined as part of the proposed project, prior to construction.

Per Section 3.1.18.B.ii, the minimum size for a Planned Development is twenty (20) acres of contiguous land. The Township Board, upon recommendation from the Planning Commission, may permit a smaller Planned Development subject to meeting the requirements in Section 3.1.18.B.ii, such as the project offers unique characteristics and benefits or the parcel in question has unique characteristics that significantly impact development. The applicant is to submit a letter to the Township requesting a waiver of the minimum Planned Development size requirements and explaining the basis for the request. A waiver request was not submitted with this application but would be required for the Preliminary Site Plan application; however, the Planning Commission should identify any concerns they may have at this time.

Regarding the site layout for the proposed facility, the building is positioned towards the west lot line with parking provided on the west, south, and north sides of the building. The plan shows 164 parking spaces for Urban Air.

The plans list building setbacks as required for GC (General Commercial) zoning, and parking setbacks per the Zoning Ordinance. Section 3.1.18.C.vi.a. (PD section) provides the minimum yard setbacks for a planned development. Further discussion on this will occur as part of the Preliminary Site Plan application.

Access to the site is via existing internal drive aisles within Hartland Town Center development. Once within Heartland Town Center, the proposed recreation facility can be accessed by an existing drive aisle located on the rear side of the buildings in Hartland Town Center.

A proposed easement plan was submitted by the applicant. The proposed easement shows a 60-foot-wide easement area on the adjacent property (Hartland Town Center), over a portion of an existing drive aisle behind the multi-tenant building in Hartland Town Center and abutting the subject site. The easement is for sanitary sewer, parking, access, electrical, and lighting. Two (2) access points into the Urban Air site are shown within the easement as well as parking spaces and landscaped parking islands associated with Urban Air, and two (2) existing dumpster enclosures. The proposed easement will be reviewed in more detail during the Preliminary PD and Final PD applications.

The proposed 38,400 square foot building is approximately 36'-6" in height. This height exceeds the maximum allowed height of thirty-five (35) feet in a Planned Development. A waiver request to exceed the maximum building height is required from the applicant, with an explanation of the reasons for the height deviation. This would be required as part of the Preliminary Site Plan application.

The entrance to the building is at the southwest corner of the building.

Building elevations note that the façade materials include brick masonry veneer, glass (windows on east elevation and at main entrance), seamed metal panel system, smooth metal panel system, and wood look siding. Specific product information was not provided (product specifications, manufacturer, and color name). Percentages of each façade material for each elevation are listed. Some façade materials may exceed the maximum allowed percentages depending on the determination of the product. Additional product information and a sample board of façade materials will be required with the next Preliminary Site Plan application.

The east elevation drawings show three (3) silhouette images of people, which may include halo lighting around the edges per the applicant. Dimensions were not provided but will be required for the Preliminary Plan set.

Signage is shown at the main building entrance (southwest corner of the building), with a stylized head image on the west and "Urban Air" on the south. The signage is placed on the edge of the canopy and is not placed flat against the building façade. A wall sign is shown on the east elevation ("Urban Air"), which faces US -23. Dimensions were not provided for any signs. Typically, signs or a sign program are made part of a planned development request, or the signs must comply with the Zoning Ordinance. The applicant should provide sign drawings with dimensions as part of the Preliminary Site Plan application for the Planning Commission to review.

The building elevations do not show roof-mounted mechanical units, if they are proposed. All roof-mounted mechanical units (RTUs) are required to be appropriately screened by a parapet wall. Additional details on RTUs should be provided on the elevations in the Preliminary Plan set.

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

Stormwater management plans show a proposed sediment basin in the southeast portion of the site, with drainage and grading occurring in wetland areas located on the east and south. Information on the regulatory status of the wetland area(s) was not provided. Additional details may be required with the next application.

Section 3.1.18.E. has specific requirements for information to be included within a planned development Concept Plan submittal. Based on the submitted plans, the Planning Department feels the information provided is sufficient to consider complete.

#### **B.** Proposed Density (Not applicable)

#### C. Public Road Access

As noted previously, public access to the subject site is via existing drive aisles associated within Hartland Town Center. Hartland Town Center has two (2) access drives from Old US-23, and a connecting internal drive to Fountain Square.

#### **D.** Traffic Generation

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

#### E. Internal Vehicular/Pedestrian Circulation

The proposed development can be accessed from Hartland Town Center and Fountain Square via existing access points and internal drive aisles. Sidewalks are shown along three (3) sides of the building. Sidewalk connections to Hartland Town Center are not proposed.

#### F. Utilities

The applicant will need to work with the Hartland Township Public Works Department to acquire the necessary Residential Equivalent Units (REUs) for this development.

#### G. Design Details

A Pattern Book with specific design details was not submitted with the Concept Plan, although elevation drawings were submitted. A floor plan should be submitted with the Preliminary Site Plan application.

#### H. Open Space

Section 3.1.18.C requires a Planned Development to include open space; at a minimum that open space should meet the requirements of the site's previous zoning district. In this case, a minimum of 25% open space is required in the GC zoning district. An Open Space plan will be required as part of the Preliminary Site Plan submittal.

#### I. Landscaping

A landscape plan was not submitted is required as part of the Preliminary Site Plan application.

#### J. Dumpster and Enclosure

A dumpster and enclosure are shown on the plans, on the north side of the building. Staff has reviewed a detail drawing of the dumpster enclosure, which is comprised of concrete block walls, with the outside of the walls to match the building façade color. Typically, masonry products that match the building materials are required for dumpster enclosures.

#### **K. Exterior Lighting**

A lighting plan was not provided but will be required as part of the Preliminary Site Plan application.

#### **Recognizable Benefits**

One of the eligibility criteria for a planned development is that it "shall result in a recognizable and substantial benefit to the ultimate users of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning." The applicant should provide a summary of the recognizable benefits the planned development offers, as part of the Preliminary Site Plan application. It will be ultimately up to the applicant, Planning Commission, and Township Board to come to an agreement on the extent to which a recognizable benefit(s) should be provided as part of the proposed planned development.

#### **Other**

The Preliminary Site Plan application will include more details with respect to the open space plan, landscaping, lighting, building façade materials, and applicable waiver requests. It would be in the Applicant's best interest to provide a summary of design details (amenities, open space, and façade materials) as part of the Preliminary Site Plan.

#### Hartland Township DPW Review

The DPW noted in the email dated June 24, 2025, that comments will be provided at the Preliminary PD review once detailed plans are submitted.

#### Hartland Township Engineer's Review (SDA)

No comments at this time.

#### Hartland Deerfield Fire Authority Review

Comments on the project are provided in the review letter dated June 30, 2025.

#### **Attachments:**

- 1. Township DPW email dated 06.24.2025 PDF version
- 2. Hartland Deerfield Fire Authority review letter 06.30.2025 PDF version
- 3. Hartland Town Center 2005 Site Plan PDF version
- 4. Concept plans dated 06.24.2025

CC:

SDA, Twp Engineer (via email)

S. Hable, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2025 Planning Commission Activity\Site Plan Applications\SP PD #25-011 Urban Air Concept PD\Staff reports\PC\SP PD #25-011 Urban Air Concept PD PC 07.03.2025.docx

#### Martha Wyatt

To: Subject: Martha Wyatt FW: Urban Air project

From: Scott Hable <SHable@hartlandtwp.com>
Sent: Tuesday, June 24, 2025 10:40 AM
To: Martha Wyatt <MWyatt@hartlandtwp.com>
Cc: Troy Langer <TLanger@hartlandtwp.com>
Subject: RE: Urban Air project

Hi Martha – Public works has no comments at this point. Once more detailed plans are issued I will be able to calculate REU needs and submit my official review letter.

Thank You –



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



#### HARTLAND DEERFIELD FIRE AUTHORITY

#### HARTLAND AREA FIRE DEPT.

3205 Hartland Road Hartland, MI. 48353-1825 *Voice*: (810) 632-7676 *E-Mail*: firemarshal@hartlandareafire.com

June 30, 2025

To: Hartland Township Planning Commission

Re: Urban Air

The Hartland Deerfield Fire Authority has reviewed the Site Plan for Urban Air dated June 24, 2025.

These are the following are recommendations:

- 1. A minimum of one isle is a minimum of twenty-six feet.
- 2. All turning radius is a minimum of fifty feet.
- 3. Required to purchase a Supra Box, Fire Department has ordering information.
- 4. Follow IFC 2012.
- 5. Contact the Fire Department for Final Inspection.

This approval is subject to field inspection. This approval shall be valid for one year. If construction has not begun within 12 months of the date on this letter the plans must be resubmitted for approval. This approval does not exempt the project from complying with all applicable codes. Additional submittals and approvals may be required.

Genechanke

Jon Dehanke Fire Marshal





Exhibit E

#### LEGEND

PROPERTY LINE ----- EASEMENT LINE 

#### **PARKING CALCULATIONS**

| BUILDING "A" - GENERAL COM                  | MERCIAL                    |
|---|----------------------------|
| 19,650 S.F./300                             | = 65 Spaces                |
| BUILDING "B" - GENERAL COM                  |                            |
| 3,750 S.F./300<br>RESTAURANT 6,000 S.F./100 | = 10 SPACES<br>= 60 SPACES |
| RESTAURANT 6,000 S.F./100                   | = 60  SPACES               |
| TOTAL PARKING REQUIRED                      | = 135 SPACES               |
| TOTAL PARKING PROVIDED                      | = 203 Spaces               |

#### **BENCHMARK:**

1. RM OF SANTARY MANHOLE 15-3 LOCATED 265 FT. NORTH OF THE SOUTH LINE OF SUBJECT PARCEL AND 33 FT. EAST OF THE CENTERINE OF OLD US 23, ELEVATION: 981.92 (U.S.G.S. DATUM)

#### SITE DATA

(PROVIDED) PARCEL "A" (PROVIDED) PARCEL "B" (REQUIRED) LOT AREA: 114,127 S.F. ,000 S.F. (MIN.) 162,914 S.F. LOT WDTH: 333.9 FT. 244.9 FT. 20 FT. WD. (MIN.) LOT COVERAGE: 61.0 % 64.8 % 75 % (MAXIMUM) SETBACKS: (REQUIRED) (PROVIDED) 243.5 FT, 20.8 FT. 91.5 FT. 227.3 FT. 18.2 FT. 88.8 FT. FRONT SIDE MINIM NIMUM BUILDING HEIGHT: 35 FT. (MAXIMUM) EXIST. BLDG. EXIST. BLDG. GROSS BUILDING AREA: 20,429 SQ. FT. 8,145 SQ. FT.

#### NOTES

1. NO GRADING CHANGES ARE PROPOSED.

2. NO UTILITY CHANGES ARE PROPOSED.



RECEIVED

#### PROPERTY DESCRIPTION:

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

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

PARCEL C: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE NORTH 86 DEGREES 53' 50" WEST 1325.23 FEET (RECORDED AS NORTH 86 DEGREES 42' 08" W 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28; THENCE SOUTH 01 DEGREES 55' 34" WEST (RECORDED AS S 02 DEGREES 01' 21" W) 512.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 01 DEGREES 56' 34" WEST (RECORDED AS S 02 DEGREES 01' 21" W) 512.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 32' 08" EAST (RECORDED AS S 89 DEGREES 17' 50" E) 452.12 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 32' 08" EAST (RECORDED AS S 89 DEGREES 17' 50" E) 450.11 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSMAY THE FOLLOWING TWO COURSES: SOUTHEASTERLY, NON-TANGENTIALLY 196.86 FEET (RECORDED AS 196.67 FEET) ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 31' 57" (RECORDED AS 10 DEGREES 31' 19" ) AND HAVING A CHORD BEARING SOUTH 02 DEGREES 33' 13" EAST (RECORDED AS S 02 DEGREES 54' 42" W) 158.73 FEET; THENCE NORTH 89 DEGREES 32' 08" WEST 455.50 FEET; THENCE NORTH 00 DEGREES 40' 03" EAST 354.92 FEET TO THE PLACE OF BEGINNING.

PARCEL D: BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28. TOWN 3 NORTH. RANGE 6 EAST. TOWNSHIP OF HARTLAND. LIVINGSTON COUNTY. MICHIGAN. DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28: THENCE NORTH 86 DEGREES 53' 50" WEST 1325.23 FEET (RECORDED AS N 86 DEGREES 42' 08" W 1326.61 FEET) ALONG THE NORTH LINE OF SAID SECTION 28: THENCE SOUTH 01 DEGREES 55' 34" WEST (RECORDED AS S 02 DEGREES 01' 21" W) 1112.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28: THENCE SOUTH 89 DEGREES 32' 08" EAST (RECORDED AS S 89 DEGREES 17' 50" E) 465.30 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 40' 03" EAST 244.89 FEET; THENCE SOUTH 89 DEGREES 32' 08" EAST 455.50 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SOUTH BOUND ENTRANCE RAMP TO U.S. 23 EXPRESSWAY THE FOLLOWING TWO COURSES: SOUTH 02 DEGREES 42' 45" WEST (RECORDED AS S 02 DEGREES 54' 42" W) 113.77 FEET AND SOUTH 03 DEGREES 58' 22" WEST 131.45 FEET (RECORDED AS S 04 DEGREES 10' 19" W 131.67 FEET); THENCE NORTH 89 DEGREES 32' 08" WEST (RECORDED AS N 89 DEGREES 17' 50" W) 443.85 FEET TO THE PLACE OF BEGINNING.

| DRAW      | ING INDEX: |   |
|-----------|------------|---|
|           | 06-24-2025 | COOO — COVER SHEET                                  |
|           | 06-24-2025 | C100 — TOPOGRAPHIC & BOUNDARY SURVEY                |
| 0         | -          | C101 — SITE REMOVAL PLAN (FINAL ENGINEERING)        |
|           | 06-24-2025 | C200 — SITE LAYOUT PLAN                             |
|           | 06-24-2025 | C300 — SITE GRADING PLAN                            |
|           | 06-24-2025 | C301 — SITE STORM SEWER PLAN                        |
|           | 06-24-2025 | C302 — SOIL EROSION CONTROL PLAN                    |
|           | 06-24-2025 | C303 — DRAINAGE AREA MAP                            |
| 0         | -          | C304 — STORM WATER CALCULATIONS (FINAL ENGINEERING) |
|           | 06-24-2025 | C400 — SITE UTILITY PLAN                            |
|           | 06-24-2025 | C401 — SITE PHOTOMETRIC PLAN                        |
|           | 06-24-2025 | C500 — SITE LANDSCAPE PLAN                          |
| $\bullet$ | 06-24-2025 | C501 — LANDSCAPE DETAILS                            |
|           | 06-24-2025 | C600 — SITE DETAILS                                 |
| 0         | -          | — HARTLAND TOWNSHIP DETAILS                         |
| 0         | -          | - LIVINGSTON COUNTY DETAILS                         |
|           |            |   |
|           | DATE       |   |
|           | $\sim$     | — MOST RECENT ISSUE / REVISION DATE                 |
|           |            | - FILLED CIRCLE INDICATES SUBMITTED DRAWING         |

#### BENCHMARKS (DATUM: NAVD88)

#### BM#1: TOP OF ARROW ON FIRE HYDRANT LOCATED 33 FEET SOUTH OF BACK OF BUILDING #10100 HIGHLAND RD., 485 FEET EAST OF CENTER OLD US23 AND 50 FEET EAST OF ELECTRIC TRANSFORMER. ELEV = 975.75 FEET

NPDES STATEMENT:

THE OWNER WILL NOT NEED TO OBTAIN AN NPDES STORM WATER DISCHARGE PERMIT FROM THE MICHICAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE). TOTAL DISTURBED AREA: 3.96 ACRES

#### TOPOGRAPHIC SURVEY STATEMENT:

THE EXISTING FEATURES SHOWN ON THIS PLAN ARE FROM AN ACTUAL TOPOGRAPHIC SURVEY PERFORMED BY GRIGGS OUADERER, INC. IN APRIL OF 2025. THE UNDERGROUND UTILITIES SHOWN WERE EITHER VERIFIED BY THIS SURVEY OR WERE PLOTTED IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE. NO EXISTING UTILITIES WERE EXPOSED FOR VERIFICATION OF LOCATION AND ELEVATION. NO GUARANTEES ARE GIVEN THAT THE LOCATIONS ARE ABSOLUTELY ACCURATE OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT.

# URBAN AIR Adventure park

# SITE PLAN APPROVAL

## PROJECT ADDRESS: OLD US-23 (VACANT)

#### PART OF THE NORTHWEST 1/4 OF SECTION 28 HARTLAND TOWNSHIP, O3 NORTH, RANGE O6 EAST COUNTY OF LIVINGSTON, STATE OF MICHIGAN

OWNER: NATHAN SUMNER SUMNER PROPERTY HOLDINGS 10140 HALSEY RD GRAND BLANC, MI 48439 NATHANSUMNER2@GMAIL.COM

CONTRACTOR: KEVIN JOHNSON

ENGI

RHOADS & JOHNSON 285 N. ALLOY DRIVE FENTON, MI 48430 PH: (810) 750-7630 EMAIL: KEVIN@RHOADSJOHNSON.COM

ARCHITECT: SHANNON EASTER WHITE, AIA, NCARB FUNCHITECTURE, LLS 140 E. 2ND STR., STE. 300 FLINT, MI 48502 PHONE: (810) 287-6668 EMAIL: SHANNON@FUNARCHITECTURE.COM

| NEER: | CHRIS BRZEZINSKI, PE<br>GRIGGS QUADERER, INC.      |
|-------|--|
|       | 8308 OFFICE PARK DRIVE<br>GRAND BLANC, MI 48439    |
|       | PHONE: (810) 695-0154<br>EMAIL: CHRIS@GQINCORP.COM |



|  | AGENCY            | CONTAC          | T INFORMATION  |                   |                 |
|--|-------------------|-----------------|--|-------------------|-----------------|
| AGENCY   | SUBMITTAL<br>DATE | STATUS          | AGENCY   | SUBMITTAL<br>DATE | STATUS          |
| TROY LANGER<br>DIRECTOR, PLANNING<br>HARTLAND TOWNSHIP<br>2655 CLARK ROAD<br>HARTLAND, MI 48353<br>PH: 810-632-7498    | 06-24-2025        | UNDER<br>REVIEW | SOIL EROSION CONTROL<br>LCDC<br>2300 E. GRAND RIVER<br>SUITE 105<br>HOWELL, MI 48843<br>PH: 517-546-0040 | DATE              | UNDER<br>REVIEW |
| SANITARY & WATER<br>SCOTT HABLE, DIRECTOR<br>PUBLIC WORKS<br>2655 CLARK ROAD<br>HARTLAND, MI 48353<br>PH: 810-632-7498 | DATE              | UNDER<br>REVIEW |  |                   |                 |
| STORM<br>LCDC<br>2300 E. GRAND RIVER<br>SUITE 105<br>HOWELL. MI 48843<br>PH: 517-546-0040                              | DATE              | UNDER<br>REVIEW |  |                   |                 |

| URBAN AIR<br>DI US-23, HARTIAND TWP.<br>JU US-24-25 SITE PLAN APPROVAL<br>JU US TWP.<br>JU US TWP  | DRAWN<br>DESIGNED QUADERER<br>CHECKED BRZEZINSKI<br>FIELD CREW<br>NO.   |       | CHRISTOPHER J     |                            |                               | 1.4.5. 6201050063    |         | SEAL CHURCHER .  |
|---|---|-------|-------------------|----------------------------|-------------------------------|----------------------|---------|------------------|
| RevisRevisD TWP.<br>C, MCHIGAND TWPD TWP.<br>MCHIGANNW 14, SEC 28, T-3N, R-6FD TWP.<br>NW 14, SEC 28, T-3N, R-6FD TWP.<br>NW 14, SEC 28, T-3N, R-6FD TWP.<br>ND TWP.D TWP.<br>ND TWP. <t< th=""><th>Inderer, Inc.Underer, Inc.www.gqincorp.comwww.gqincorp.comwww.sec.28, 1-3N, R-6Fwww.sqincorp.comwww.sec.28, 1-3N, R-6Fwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwwww.sqincorp.comwwww.sqincorp.com</th></t<> <th></th> <th></th> <th>CITE DI ANI ADDONVAI</th> <th>DIIE FLAN AFFRUVAL</th> <th>PRELIM. TWP. MEETING</th> <th>SUBJECT</th> <th>E</th> | Inderer, Inc.Underer, Inc.www.gqincorp.comwww.gqincorp.comwww.sec.28, 1-3N, R-6Fwww.sqincorp.comwww.sec.28, 1-3N, R-6Fwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwww.sqincorp.comwwww.sqincorp.comwwww.sqincorp.com  |       |                   | CITE DI ANI ADDONVAI       | DIIE FLAN AFFRUVAL            | PRELIM. TWP. MEETING | SUBJECT | E                |
| BBAN       ALR         D TWP.       NW       14, SEC       28, T-3N, R-6E         D TWP.       NW       14, SEC       28, T-3N, R-6E         C, MICHIGAN       02-28-100-030 & 08-28-100-037  | adderer, Inc.DefenseDefensewww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comwww.goincorp.comcold us-23, Hariland TWP.www.lefewww.goincorp.comcold us-23, Hariland TWP.www.lefechris@goincorp.comcold us-23, Hariland TWP.www.lefecold us-23, Hariland TWP.www.lefewww.lefecold us-24, Hariland TWP.www.lefewww.lefecold us-24, Hariland TWP.www.lefewww.lefecold us-24, Hariland TWP.www.lefewww.lefecold us-24, Hariland TWP.www.lefewww.lefe<   |       |                   |                            |                               | 05-08-25             |         | REVISION OR ISSL |
| D TWP.<br>MICHIGAN  | <b>deper, Inc.</b><br>www.goincorp.com<br>www.goincorp.com<br>www.goincorp.com<br>www.goincorp.com<br>curs@goincorp.com<br>chris@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>curs@goincorp.com<br>con<br>curs.23, Hariland TWP<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>con<br>curs.goincorp.com<br>con<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp.com<br>curs.goincorp. | DRAWN | DESIGNED QUADERER | снескер BRZEZINSKI         | FIFID CRFW                    |                      |         |                  |
| DID US-23, HARTLAND TWP.<br>JNINGSTON COUNTY, MICHIGAN<br>COVER SHEET   | aderer, Inc.<br>www.goincorp.com<br>Rudy@goincorp.com<br>chris@goincorp.com<br>i · Land surveying<br>anning   |       |                   | NW 1/4, SEC 28, T–3N, R–6E | 02-28-100-030 & 08-28-100-037 |                      |         |                  |
| ~_)(  | Griggs office park drive       www.goincorp.com         8308 office park drive       www.goincorp.com         8308 office park drive       www.goincorp.com         8100 695-0154       www.goincorp.com         PH: (810) 695-0154       chris@goincorp.com         CIVIL ENGINEERING - LAND SURVEYING       SITE PLANNING   |       |                   | OLD US-23, HARTLAND TWP.   | LIVINGSTON COUNTY, MICHIGAN   |                      |         | CUVER SHEEI      |
| 20th ANNIVERSARY<br>2004 - 2024   |   |       |                   | Į                          |                               |                      | 1       |                  |

| STANDARD LEGEND   |                     |                   |  |
|-------------------|---------------------|-------------------|--|
| DESCRIPTION       | PROPOSED            | EXISTING          |  |
| BUILDING          |                     |                   |  |
| STORM SEWER       |                     |                   |  |
| SANITARY SEWER    | s                   | S                 |  |
| WATER             | w                   | w                 |  |
| GAS LINE          | G                   | C                 |  |
| ELECTRIC LINE     | E                   | ——— E ———         |  |
| TELEPHONE LINE    | T                   | T                 |  |
| MANHOLE           | •                   | 0                 |  |
| CATCH BASIN       | • •                 | 0 0               |  |
| FIRE HYDRANT      | ٨                   | ۵                 |  |
| GATE VALVE & WELL | •                   | 8                 |  |
| POWER POLE        |                     | Ø                 |  |
| LIGHT POLE        | •                   | *                 |  |
| CURB & GUTTER     |                     |                   |  |
| FENCE             | ×                   | xx                |  |
| DECIDUOUS TREE    | +                   | +                 |  |
| EVERGREEN TREE    |                     | *                 |  |
| EASEMENT          |                     |                   |  |
| WETLAND BOUNDARY  |                     |                   |  |
| SIGN              | ●                   | $\bigtriangleup$  |  |
| ASPHALT SURFACE   |                     | ASPH.             |  |
| CONCRETE SURFACE  |                     | CONC.             |  |
| SOIL BORING       | <b>₽ ♦ ♦</b>        | \$                |  |
| SPOT ELEVATION    | + <sup>736.45</sup> | × <sup>3%</sup> . |  |
| CONTOUR LINE      | 736                 | `736              |  |







|  | $\begin{array}{c} 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 $ |
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|  |  |









WEST EXTERIOR RENDERING

MATERIAL CALCULATIONS

west facade masonry

west facade glass TOTAL FACADE

3/32" = 1'-0"

\_\_\_\_\_



















TOP OF FASCIA















# • 133'-4" TOP OF MASONRY

### ADVENTURE PARK DELIVERIES

| ł |
|---|
|   |
|   |
|   |
|   |



#### + 100'-0" F.F.





MATERIAL CALCULATIONS

north face north face north face

north facade metal fascia160 sfnorth facade masonry4963 sfnorth facade metal doors156 sf

TOTAL FACADE







BRICK MASONRY VENEER

METAL FASCIA

\_\_\_\_\_













PROPOSED BUILDING RENDERING (ENTRY FROM SOUTHWEST)

PROPOSED BUILDING RENDERING (SOUTHEAST VIEW US-23 SIDE)

PROPOSED BUILDING RENDERING (NORTHEAST CORNER)

