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April 20, 2020

Township of Northfield
c/o Northfield Township Planning Commission
8350 Main Street
Whitmore Lake, MI 48189-0576

Re: GS Ashley, LLC's Application for Conditional Use and Site Plan Approval for Proposed Adult Use Retail Center and Medical Marihuana Provisioning Center at 22 Barker Road, Whitmore Lake, MI 48189 ("Application").

Dear Members of the Planning Commission:

We represent GS Ashley, LLC ("GS Ashley" of "Applicant") with respect to the above referenced matter. GS Ashley is seeking site plan and conditional use approval to operate a proposed adult use retail center and medical marihuana provisioning center ("Center") at 22 Barker Rd, Whitmore Lake, MI 48189 ("Property"). In addition, we are re-producing the supplemental materials previously submitted with regard to the Adult Use Retail and Medical Provisioning Center Marihuana Facility Permit Application so that the points may be amended/recalculated based on these supplemental materials.

GS Ashley was selected fifth in the draw for application processing order ("Lottery"). For several months GS Ashley has reached out to Northfield Township officials to try and get a complete understanding of the Marihuana Facility Application review process in Northfield Township ("Township"). GS Ashley is one of the only applicants suited to bring a project like this to life. By way of background, GS Ashley owns and operates one of the original 13 provisioning centers located in Ann Arbor. GS Ashley was permitted to open its doors in Ann Arbor in 2016, before the passage of the MMFLA, based upon its high standards of operations and our strong commitment to the local community. GS Ashley transformed a turn-of-the-century historic building into a working retail storefront that seamlessly blends with its commercial and residential neighbors, which has become one of the most highly rated

provisioning centers in the state. GS Ashley, also has recently acquired and operates a fully compliant provisioning center in Detroit, MI.

Holistic, which operates under the brand name "Liberty Cannabis," is the nation's largest privately-owned multi state operator. Holistic has built over 300,000 square feet of best-in-class medical marihuana growing, manufacturing, distributing, and dispensing facilities spread across Maryland, Massachusetts, Pennsylvania, Washington, D.C., and California. Since its inception in 2011, Holistic has amassed an exemplary record of security, compliance, healthcare, clinical research, patient outreach and patient education.

Now, Holistic and GS Ashley have come together to submit the Marihuana Business License Application in Northfield Township. As set forth in detail in the supplemental application materials attached as Exhibit E, GS Ashley's unique combination of unparalleled expertise and Michigan roots makes them uniquely qualified to operate a medical marihuana facility and adult use retail center in Northfield Township. With years of success in managing vertically-integrated medical marihuana facilities in highly-regulated states across the country, GS Ashley's executive leadership team has unique insight into what it takes to build facilities in a cost-effective and expeditious manner, while at the same time rehabilitating the surrounding community, stimulating the local economy and investing in the local community.

The existing Property in the Township is owned by MRCA Properties LLC and the Applicant is the purchaser pursuant to an option to purchase real estate agreement. The existing Property is located in the WLD-DD – Whitmore Lake Downtown. The land immediately surrounding this Property is also zoned WLD-DD – Whitmore Lake Downtown and consists of Lakeside Party Shoppe and Polly Market. The land located across the street is zoned WLD-W – Whitmore Lake Waterfront and consists of residential homes and the Driftwood Marina.

Enclosed with this correspondence is the following:

- Conditional Use Application ("Application") for consideration by the Northfield Township Planning Commission ("Planning Commission"). The Application contains all of the required information under Section 36-835.

- Site Plan Application ("Site Plan") for consideration by the Planning Commission. The Site Plan contains all of the required information under Section 36-867.

- GS Ashley has attached the merit-based sections for its marihuana business license application and a supplemental MFVLDA ("Facility Plan").

Based on our review of the Ordinance and the information provided below, GS Ashley respectfully requests approval from the Township of the Application and Site Plan. To that end, we respectfully ask that GS Ashley's Application be considered by the Planning Commission at the first available date.

I. INTRODUCTION

As reflected in the attached materials, there are new proposed changes to the exterior of the Property to make the site more aesthetically pleasing. The site plan enhances the site by adding new landscaping along Main Street, brick pavers at the Southeast corner, and making the area more pedestrian friendly through the inclusion of bike parking, a bench to the east of the building as well as replacing the existing concrete sidewalks surrounding the Property. Moreover, the inclusion of parking on site will provide a significant benefit. The interior will also include modifications to existing conditions to facilitate a state-of-the-art adult use retail and medical marihuana provisioning center in accordance with the Township's Ordinance and State law. The proposed Center will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, the Applicant will comply with all Township and State laws governing operation of the Center.

II. LEGAL ANALYSIS

a. The Application Meets the Standards Set Forth in the Ordinance.

The following responses demonstrate that GS Ashley's Application meets or exceeds all of the applicable standards under Ordinance Section 36-838 (§ 63.07).

Sec. 36-838. - Required standards and findings for making determinations.

> The planning commission and the township board shall review the particular circumstances and facts of each proposed use in terms of the following standards and required findings, and with respect to any additional standards set forth in article XXIV of this chapter, and shall find and record adequate data, information and evidence showing that such a use on the proposed site, lot or parcel:

(1) Will be harmonious with and in accordance with the general objectives, intent and purposes of this chapter;

RESPONSE: The Property is currently located in the WLD-DD – Whitmore Lake Downtown. The Township recently amended its Zoning Ordinance to allow Retail Marihuana Centers and Provisioning Centers as a Conditional Use (CU) within this district. The Master Plan and Ordinance contemplates that this area shall encourage mixed general retail and residential uses within and adjacent to Downtown Whitmore Lake. As such, the proposed Center is consistent with the general objectives of the Master Plan and Zoning Ordinance.

(2) Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.

RESPONSE: The Center will be designed, constructed, operated, maintained and managed in accordance with all Local and State laws. As shown in the attached site plan, the Center's design will enhance the character of the existing built environment by making the area more pedestrian friendly through the inclusion of bike parking, a bench to the east of the building as well as replacing the existing concrete sidewalks surrounding the Property. The Center is one of the few places throughout the area, and the only currently proposed cannabis facility downtown, that has dedicated parking of 9 spaces. This will help control traffic flow and alleviate any parking issues. The Center will be a state-of-the-art Center that will fill a vacant building and promote foot traffic in the downtown district.

(3) Will be compatible with the natural environment and existing and future land uses in the vicinity.

RESPONSE: This District permits a variety of mixed-uses, including commercial, retail, professional, residential, and service uses. The surrounding lands are all also zoned WLD-DD and consists of Lakeside Party Shoppe and Polly Market. The land located across the street is zoned WLD-W and consists of residential homes and the Driftwood Marinia. The Master Plan and Ordinance contemplates that this area shall encourage mixed general retail and multi-family residential uses within and adjacent to Downtown Whitmore Lake. The proposed Center would fit the Township's goals to bring more people and activity to the downtown district. Accordingly, the proposed Center is compatible with the existing and future surrounding land uses.

(4) Will be compatible with the township land use development plan.

RESPONSE: The Master Plan was adopted before the recent amendments to the Ordinance which now allows Retail Marihuana and Provisioning Centers as a Conditional Use, however, both the Master Plan and the current WLD-DD District uses contemplate and include uses similar to that proposed, including general retail, mixed-use development, service, office, and multi-family residential. As such, the proposed Center is consistent with the general objectives of the township land use development plan.

(5) Will be served adequately by essential public facilities and services, such as highways, streets, police, and fire protection, drainage structures, refuse disposal or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such service.

RESPONSE: The use is located in a pre-existing building which is adequately served by the existing capacity of essential public facilities and services. No modifications to such facilities and services are necessary for the Center.

(6) Will not be hazardous or disturbing to existing or future neighboring uses.

RESPONSE: The proposed use will not be hazardous to the existing or future neighboring uses. The area in question was designated for this type of retail Center. The Center includes odor mitigation devices in accordance with State law. In additions, the use will not result in any pollution or other environmental impacts to neighboring uses. Please see attached letters of support from business neighbors and community businesses.

(7) Will not create excessive additional requirements at public cost for public facilities and services

RESPONSE: As noted above, the use is located in a pre-existing building which is adequately served by the existing capacity of essential public facilities and services. No modifications to such facilities and services are necessary for the Center.

b. The Site Plan Meets the Standards Set Forth in the Ordinance.

GS Ashley's Site Plan meets or exceeds all of the applicable standards under Ordinance Section 36-867 (§ 64.05).

The site plan shall be reviewed and approved upon a finding that the following criteria are met:

(1) The proposed use will not be injurious to the general health, safety and welfare of the township and surrounding neighborhood.

RESPONSE: **The Property is currently located in the WLD-DD – Whitmore Lake Downtown. The Township recently amended its Zoning Ordinance to allow Retail Marihuana Centers and Provisioning Centers as a Conditional Use (CU) within this district. The Master Plan and Ordinance contemplates that this area shall encourage mixed general retail and residential uses within and adjacent to Downtown Whitmore Lake. As such, the proposed Center is consistent with the general objectives of the Master Plan and Zoning Ordinance and will not be injurious to the general health, safety and welfare of the township and surrounding neighborhood.**

(2) The location of buildings, outside storage receptacles, parking areas, screen walls and utility areas is such that the adverse effects of such uses will be minimized for the occupants of that use and surrounding areas.

RESPONSE: **See attached Site Plan.**

(3) The design of storm sewers, stormwater facilities, roads, parking lots, driveways, water mains, sanitary sewers and other site improvements meets the design and construction standards of the township and other appropriate agencies.

RESPONSE: **See attached Site Plan.**

(4) Proper access to all portions of the site and all sides of any structure is provided. All structures or groups of structures shall be so arranged as to permit emergency vehicle access by some practical means to all sides. Site features such as, but not limited to, trees and other plant materials, fences, retaining walls, berms, outdoor furniture, outdoor structures, and natural and artificial water bodies shall be arranged to permit adequate emergency vehicle access.

RESPONSE: **See attached Site Plan.**

(5) Site planning and design of specific improvements will accomplish the

preservation and protection of existing natural resources and features such as lakes, ponds, streams, wetlands, floodplains, steep slopes, groundwater, trees, and wooded areas, including associated shrubs, small trees, and ground cover.

RESPONSE: **See attached Site Plan and Landscaping Plan.**

(6) The proposed development respects the natural topography to the maximum extent possible by minimizing the amount of cutting, filling and grading required.

RESPONSE: **See attached Site Plan.**

(7) The proposed development will meet the requirements and preventative soil erosion and sedimentation provisions of the governing body. The drainage plan is adequate to handle anticipated stormwater runoff in accordance with the rules of the county drain commissioner's office and township engineer.

RESPONSE: **See attached Site Plan.**

(8) A stormwater management system and facility will preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and will not substantially reduce or increase the natural retention or storage capacity of any wetland, waterbody or watercourse, or cause alterations which could increase flooding or water pollution on or off site.

RESPONSE: **See attached Site Plan.**

(9) Wastewater treatment systems, including on-site septic systems, will be located to minimize any potential degradation of surface water or groundwater quality, and shall conform to the township community wastewater utility systems ordinance.

RESPONSE: **See attached Site Plan.**

(10) Sites which include storage of hazardous materials, waste, fuels, salt, or chemicals will be designed to prevent spills and discharges of polluting materials to the surface of the ground, to the air, to groundwater, or to nearby waterbodies, with a specific plan to achieve such objectives being incorporated as part of the site plan.

RESPONSE: **Not Applicable. Proposed Center will not store any hazardous materials,**

waste, fuels, salt, or chemicals. For information on disposal of marihuana waste see attached Facility Plans.

(11) The location of buildings, parking, drives, landscaping and other improvements on the site is appropriate and consistent with good design standards for the lot size, shape and general location.

RESPONSE: **See attached Site Plan.**

(12) Landscaping, including grass, trees, shrubs and other vegetation, is provided to maintain and improve the aesthetic quality of the site and area.

RESPONSE: **See attached Landscaping Plan.**

(13) The means of ingress and egress to and from the site shall be planned with the objective of achieving recognized planning, engineering and safety standards, and shall not result in an unreasonable risk of danger to persons and/or property on the site and/or off site. In general, this standard shall be met based upon the design of ingress and egress in terms of the number, location and design of accesses, and utilization of acceleration, deceleration and passing lanes and approaches. The planning commission shall review the ingress and egress proposed for the purpose of promoting and protecting traffic safety, and shall require improvements accordingly.

RESPONSE: **See attached Site Plan.**

(14) The site plan complies with all township ordinances and design standards, and any other applicable laws.

RESPONSE: **See attached Site Plan.**

III. CONCLUSION

In conclusion, our client is excited for the opportunity to become an operating business in the Township and wants to partner with the Township in bringing a first-class facility forward. GS Ashley believes it is one of the best positioned applicants to provide a highly rated exceptional provisioning center to the Township. The Applicant respectfully requests that the

foregoing materials be considered by the Planning Commission at the next available meeting and that the Center be approved at this Property and granted a Conditional Use Permit and Site Plan approval in accordance with the requirements of the Ordinance. The proposed use complies with both the Master Plan and the Ordinance and represents a conditional use under the current WLD-DD – Whitmore Lake Downtown. There are no intended negative effects of this request that should impact the neighboring uses, and approval will only permit the Center to operate in accordance with the Michigan Regulation and Taxation of Marihuana Act, and the Township's Ordinance. This request should also not impact the traffic of the site or cause congestion as it is not expected to generate additional traffic. All activities will be conducted in accordance with the Township's Ordinance.

On behalf of the Applicant, we thank you in advance for your timely attention to this Application and look forward to working with the Township throughout the zoning process.

Sincerely,

DYKEMA GOSSETT PLLC



Stephen R. Estey

Enclosures

Cc: Client

Site Plan Review Application Form

Application # _____

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW APPLICATION

PROJECT NAME: GS Ashley, LLC

PROJECT ADDRESS: 22 Barker, Whitmore Lake, MI

Applicant Information:	**Owner Information:**
Name: GS Ashley, LLC	Name: MRCA Properties LLC
Address: 338 South Ashley, Ann Arbor, MI 48104	Address: 9615 Main Street, Whitmore Lake, MI 48189
Phone: 313-570-7013	Phone: 810-588-9206
Email: erick@onetwotreeholding.com	Email: mary.czech702@gmail.com

If the applicant is not the property owner, then a statement from the owner **MUST** be attached authorizing the application.

Proof of ownership **OR** Statement if applicant is not owner is attached. ☒

If applicant is not the owner, describe applicant's interest in the property: Purchaser

PROPERTY DESCRIPTION

Legal Description: ☐ Attached ☒ On Site Plan

Parcel ID(s): B-02-05-253-005

Description of Proposed Use:

Adult Use Retail Center

Total Acreage of Site:

Total Gross Site Area - 17,059 sq. ft. = .39 acres

Total Floor Area:

Existing: 4,082

Proposed: 4,082

Height of Structure(s) (in stories & feet):

1 story

Sanitary Facilities: ☒ Sewer ☐ Septic

Water: ☒ Municipal ☐ Private Well

Zoning Classification(s):

☐ RC ☐ AR ☐ LR ☐SR1 ☐SR2 ☐MR ☐VC ☐LC ☐GC ☐ES ☐HC ☐GI ☐LI ☒Other WLD-DD

SITE PLAN REVIEW OPTIONS

Administrative Site Plan Review:

☐ Expansion or reduction of an existing, conforming structure less than 2,000 sq. ft. / 5% of floor area

☐ Additional parking, loading / unloading spaces and landscape improvements

Site Plan Review:

☒ New Construction

☐ Building Addition

* Applicant will be re-purposing the interior and exterior of an existing building and will not be adding any additions.

Development Plan Review:

☐ Planned Unit Development

☐ Planned Residential Development

☐ Site Condominium Plan

Amendment to Approved Site Plan or Development Plan:

☐ Site Plan

☐ Development Plan

Site or Development Plan Review in conjunction with: ☐ Rezoning Request ☒ Special Land Use Request

Application # _____

AUTHORIZED SIGNATURE
I hereby state that all of the above statements and all of the accompanying information are true and correct.
Applicant's Signature: _____ Date: 4.17.2020

FOR OFFICE USE ONLY	
Application Received Date:	**Planning Commission Received Date:**
Planning Commission Action: ☐ Approved Date: _____ ☐ Denied Date: _____ Expiration Date: _____	
Fee Received: ☐ Cash ☐ Check #_____	

Conditional Use Application Form

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

CONDITIONAL USE APPLICATION FORM

PROJECT NAME: GS Ashley

PROJECT ADDRESS: 22 Barker Rd, Whitmore Lake, MI 48189

PARCEL ID(S): B-02-05-253-005 | **DEVELOPMENT NAME:**

Applicant Information:	**Owner Information:**
Name: GS Ashley, LLC	Name: MRCA Properties LLC
Address: 338 South Ashley, Ann Arbor, MI 48104	Address: 9615 Main Street, Whitmore Lake, MI 48189
Phone: 313-570-7013	Phone: 810-588-9206
Email: erick@onetwotreeholding.com	Email: mary.czech702@gmail.com

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☒ | **Non-Owner Affidavit Attached:** ☒

If applicant is not the owner, describe applicants interest in the property: Purchaser

PROPERTY DESCRIPTION

Description of Proposed Use: adult use retail center and provisioning center

Conditional Use is Sought Under what section of the Northfield Township Zoning Ordinance: Sec. 36-340

Zoning Classification(s):

AR LR MR MHP SR1 SR2 LC HC GC LI GI RTM ES PUD PSC RC RO WLD- DD **W.L./N.T. Overlay OTHER:** _____

AN APPLICATION FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

- ☒ Proof of Ownership
- ☒ Legal Description
- ☒ Scaled and accurate survey drawings, with existing buildings, drives, and improvements.
- ☒ A site plan, meeting the requirements of a preliminary site plan, as set forth in Section 64.03, herein.

AUTHORIZED SIGNATURE

I have read the attached provisions of the Northfield Zoning Ordinance in regards to Article 63.0, Conditional Use and understand a public hearing will be established within sixty-five (65) days of the filing date.

Applicant(s) Signature _____ Date 4.17.2020

Comments: _____

DETERMINATION

The Northfield Township Planning Commission has reviewed the particular circumstances of the above proposed use relative to Section 63.0 Conditional Uses; and Approved / Disapproved same on _____, 20 _____.

Conditions imposed on the conditional use of the above described property are as follows: _____

BREACH OF SUCH CONDITIONS SHALL AUTOMATICALLY INVALIDATE THIS PERMIT.

_____ _____
Chair, Planning Commission **Date**

_____ _____
Secretary, Planning Commission **Date**

APPLICANT DETERMINATION AGREEMENT

I/We GS Ashley, LLC applicant(s) for this Conditional Use permit hereby agree to comply with the above imposed conditions as specified by the Northfield Township Ordinance and the Planning Commission of Northfield Township.

_____ 4.17.2020
Applicant Date

_____ _____
Applicant Date

Proof of Ownership

OPTION TO PURCHASE REAL PROPERTY

This option agreement (the "Agreement") is entered into as of 12/16/2019 2019, between MRCA Properties LLC, a Michigan limited liability company, whose address is 9615 Main Street, Whitmore Lake, MI 48189 ("Seller"), and GS Ashley, LLC, a Michigan limited liability company, whose address is 17450 Collinson Eastpointe, MI 48021 ("Buyer"), on the terms and conditions set forth below.

1. **Grant of the option.** In consideration of the sum of [redacted] per month beginning January 1, 2020 to be paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer, or Buyer's assignee, an exclusive option, in Buyer's sole discretion, to purchase or lease the real property located in Whitmore Lake, Washtenaw County, Michigan described as:

> COM AT W 1/4 POST OF SEC, THN 2 DEG 30' W 1.63 CHNS IN THE W LINE OF SEC, TH N 47 DEG 45' E 5.205 CHNS FOR A PL OF BEG, TH N 47 DEG 45' E2.125 CHNS, TH N 42 DEG 15' W 2 CHNS, TH S 47 DEG 45' W 2.125 CHNS, TH S 42 DEG 15' E 2 CHNS TO THE PL OF BEG, BEING A PART OF NW FRL 1/4 SEC. 5 T1S R6E
>
> Commonly known as: 22 Barker Road, Whitmore Lake a/k/a 9615 Main St.
>
> PIN: B 02-05-253-005

together with all buildings, parking lots, easements, rights, appurtenances, and personal property necessary for the operation of the building, all existing as of the date of this Agreement (the "Premises"). The option shall remain in effect until June 30, 2020.

2. **Purchase price and activities.** The purchase price for the Premises under this option is [redacted] and Buyer and Seller will enter into a land contract for the purchase in the form attached as Exhibit A with a down payment of [redacted] to be applied to the principal amount and the principal amount due adjusted as set forth in this agreement, payable in equal monthly installments payable over and amortized over ten (10) years, with interest accruing on the unpaid principal balance at seven percent (7.00%) per annum. One Hundred percent (100%) of any consideration paid by Buyer to Seller under this Agreement shall be credited to the purchase price of the Premises at the closing if Buyer exercises the option to purchase the Premises. Seller consents to Buyer conducting marihuana-related activities allowed by or otherwise not prohibited by the State of Michigan and any local governmental agency and the fact that such activities may be prohibited by the government of the United States shall not limit any such activities at the Property.

MRCA 12-16-19
EM

3. **Exercise of the option.** Buyer may exercise the option by giving written notice to Seller at its address stated before this option expires.

4. **Failure to exercise the option.** If Buyer fails to exercise the option before this Agreement expires, the option shall terminate, and Seller may retain the option consideration and shall have no further obligation to Buyer.

5. **Closing.** This sale shall be closed within 15 days after Buyer exercises the option and receives the updated commitment for title insurance described in paragraph 7 of this Agreement but no later than 45 days after Seller receives the notice that Buyer is exercising the option.

6. **Inspections.** Buyer may access the Premises to make inspections of the site and building, including its interior. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer. Buyer shall indemnify and hold Seller harmless for any damages or injuries which are a result of Buyer's or any of its agents' actions at the Premises.

7. **Title.** If Buyer exercises the option to purchase the Premises, Seller shall convey to Buyer marketable fee simple title to the Premises (free of any occupants or tenants) by means of a Warranty Deed subject only to:

a. easements and restrictions of record as of the date of this Agreement;

b. applicable zoning ordinances;

c. real estate taxes and assessment which are not yet due and payable; and

d. any other items acceptable to Buyer.

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer, within ten (10) days of execution of this Agreement, with a commitment for title insurance issued by American Title Agency of Lenawee (the "Title Company") or a title company to be identified by Buyer in an amount not less than the purchase price bearing a date effective as of the acceptance of this Agreement. Seller shall not encumber and shall not allow any encumbrance to the Property other than those existing as of the date of this Agreement.

Upon exercise of the option, Seller shall provide Buyer with an updated commitment for title insurance issued by American Title Agency of Lenawee (the "Title Company") or a title company to be identified by Buyer.

If within thirty (30) days after delivery of any title commitment an objection to title is made in the commitment for title insurance, the Seller, at the Seller's sole option, will have thirty (30) days from the date the Seller is notified in writing of the

(L-M) Meet 12-16-19

particular defects claimed either to fulfill the requirements in the commitment or to remedy the title defects set forth in the Buyer's attorney's opinion. If the Seller can comply with the requirements or remedy the defects within the time specified, as evidenced by written notification, a revised commitment, or an endorsement to the commitment, the Buyer agrees to complete the sale within thirty (30) days of receipt of a revised commitment or an endorsement to the commitment, subject to any other contingency in this Agreement. If, after reasonable efforts, the Seller cannot furnish satisfactory title within the time specified, Buyer may terminate this Agreement with no further obligations to Seller, unless the Buyer, at the Buyer's sole discretion, elects to proceed, accepting whatever title the Seller is able to convey.

At Closing, Seller shall cause the title company to issue a marked up commitment to Buyer and order an owner's policy to be issued insuring marketable title to the Premises in the Buyer as required in this Agreement. The Seller agrees that the Commitment for title insurance and the subsequent policy to be issued will be without standard exceptions other than the survey exception unless Buyer obtains and provides a survey and will be recertified and updated at the closing as of the closing date or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents, to eliminate the gap period between the date of the title commitment and the closing of this transaction.

8. **Cooperation.** During the term of this option or the land contract contemplated under this option, Seller shall exclusively, to the fullest extent requested by Buyer, cooperate with and assist Buyer, including executing any documents requested by Buyer, in any applications with Northfield Twp., including but not limited to any and all documents necessary for the approval and operation of a marihuana facility, marihuana establishment, marihuana provisioning center, and/or marihuana retailer at the Property. Seller represents it shall not cooperate with or allow any person or entity to apply for any marihuana related business at the Property except for Buyer.

9. **Prorations.** The day of Closing shall belong to Buyer and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the date before the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited or charged to Buyer as applicable and the portion thereof applicable to periods ending as of Closing shall be credited or charged to Seller as applicable.

a. Prorations of Rent. All collected rent (including tenant reimbursements for operating costs) and other collected income under any lease shall be prorated as of the Closing. Seller shall be charged with any rent and other income collected by Seller before Closing but applicable to any period of time after Closing.

EM MRCA 12-16-19

b. Taxes and Assessments. All real estate and personal property taxes shall be prorated as of the Closing on a due date basis as if paid in advance. Seller shall be responsible for the payment of any special, installment or pending assessments which first became a lien against the Premises or are effective prior to the date of Closing.

c. Any deposit, escrow or operating costs paid by tenants in advance and any security deposits shall be paid to Buyer.

d. Seller agrees to pay all sewer and water charges to the date of Closing.

10. **Condition of the Premises.** The Seller agrees to maintain the Premises in substantially the same condition in which it exists as of the date of this Agreement until the day possession of the Premises is delivered to Buyer. If Buyer exercises the option, Buyer shall purchase the Premises in "AS IS" condition subject to Seller's obligations under this Agreement.

12. **Survey and Property Documents.** The Seller shall immediately upon execution of this Agreement provide the Buyer with copies of all documents pertaining to the Property including but not limited to, leases, bills, building inspections, plans, surveys, environmental assessments, environmental reports, environmental notices or correspondence, certificates of occupancy, appraisals, inspections, inspection reports, or the like that Seller has in its possession and certify all as true and correct copies.

13. **Access.** During the term of this Agreement, Seller shall allow Buyer access to the Property on reasonable notice.

14. **Payment of fees, closing costs, etc.** The Buyer will pay all fees and costs associated with recording the required deed and any loan documents. The parties agree that the title insurance company will prepare the required deed and the closing documents necessary to complete this transaction, that the title insurance company will conduct the closing, and that the parties each will pay one-half the cost of this work by the title insurance company, together with any settlement or disbursement fee. The Seller will pay any real estate transfer taxes, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of any Seller related documents or liens, if any, which if not discharged at closing shall be credited to Buyer at closing. At the closing, the parties will execute closing statements prepared by the title insurance company and all income or other tax reporting documents the title insurance company or Buyer's attorney requires. At Buyer's election, Seller will execute a Real Estate Transfer Valuation Affidavit.

15. **Seller's warranties and representations.** The Seller represents and warrants to the Buyer as follows:

EAA MEA 12-16-19

a. Seller is a limited liability company formed and in good standing with the State of Michigan.

b. All action necessary for the execution and delivery of this Agreement and other documents in connection with this Agreement and the consummation of the transaction contemplated hereby has been taken by Seller.

c. The appropriate managers or members of Buyer have been validly authorized to execute this Agreement on behalf of Buyer other than as disclosed in this Agreement

d. This Agreement constitutes a valid and binding obligation of Seller and is enforceable in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application effecting the rights and remedies of creditors and secured parties.

e. Seller has full power and authority to execute and deliver this Agreement.

f. Other than as disclosed in this Agreement there are no other persons entitled to possession of the Property or who have an interest in the Property.

g. All contracts to be assigned to Buyer are current, may be assigned and Seller is not aware of any default relating to such contracts.

h. All Property, all personal property, and all intangible property transferred by Seller to Buyer are owned by Seller and shall be free and clear or all liens, claims and encumbrances at the Closing, except for those items for which liens, claims and encumbrances and leases exist and which have been disclosed to Buyer.

i. Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause and without notice, without the prior written consent of the Buyer.

j. The Property shall be maintained through the closing in the same condition as of the date of this Agreement.

k. Except as disclosed in this Agreement, Seller is not a party to any agreement or otherwise bound under any obligation with any other party who has an interest in the Property or the personal property or

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the right to purchase or lease the Property.

l. Except as otherwise stated in this Agreement, Seller's interest in the Property will be transferred to the Buyer at the Closing, free and clear of all liens, encumbrances, charges, and adverse claims contractual or otherwise.

m. Seller will not assign or grant any security interest of other lien which will encumber the Property.

n. No improvements, repairs or other construction has occurred on the Property within the previous one hundred twenty days. If any maintenance repairs are undertaken on the Property between the date of this Agreement and the date of Closing, the Seller shall provide full unconditional waivers of lien from each contractor, sub-contractor, supplier, and laborer for all construction work.

o. All bills and expenses Seller has incurred for utilities, services, supplies, or other expenses relating to the Property before Closing are current and shall be paid prior to the Closing.

p. Seller has no knowledge from any governmental entity or non-governmental entity with respect to any hazardous material or contamination on the Property or with respect any inspection, investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or contamination with respect to the Property "Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material or any petroleum product as defined for purpose of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended or any other federal, state or local law, ordinance, rule or regulation, applicable to the Property as establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous waste, substance or material.

q. Seller is not aware of nor has it received any notice or other action by any governmental agency that the Property or its use is in violation of any law, ordinance or regulation.

r. There are no suits, actions or proceedings pending or to the best of Seller's knowledge threatened by any party, including governmental authorities or agency against or involving the Property or to which the Seller is or may become a party in connection with the Property.

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s. The Seller has no notice or knowledge of any (I) plans to commence public improvements which might result in special assessments or otherwise affect the Property, (ii) governmental agency or any court order requiring repairs, alterations or corrections of any existing conditions, (iii) request by any other party requiring repairs, alterations, corrections of any existing conditions, or (iv) any structural or mechanical defects in the Property.

t. The Property meets all current zoning and building codes applicable to it. Seller shall provide Buyer with a letter from any applicable governmental agencies confirming the foregoing.

All of Seller's warranties and representations shall be true and accurate as of the date of Closing and shall survive the closing of this transaction.

16. **Buyer's warranties and representations.** The Buyer represents and warrants to the Seller as follows:

a. Buyer is a limited liability company formed and in good standing with the State of Michigan.

b. All action necessary for the execution and delivery of this Agreement and other documents in connection with this Agreement and the consummation of the transaction contemplated hereby has been taken by Buyer.

c. The appropriate managers or members of Buyer have been validly authorized to execute this Agreement on behalf of Buyer other than as disclosed in this Agreement.

d. This Agreement constitutes a valid and binding obligation of Buyer and is enforceable in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application effecting the rights and remedies of creditors and secured parties.

e. Buyer has full power and authority to execute and deliver this Agreement.

f. Subject to this Agreement, Buyer is taking the Property "AS IS."

All of Buyer's warranties and representations shall be true and accurate as of the date of Closing and shall survive the closing of this transaction.

17. **Damage or Condemnation.** Except as may be otherwise provided in the Agreement, risk of loss resulting from any condemnation or eminent domain

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proceeding which is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, or if the Property or any portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking of eminent domain or condemnation, then Buyer may terminate this Agreement by written notice to the other party within thirty (30) days of notice of such occurrence or action. If no such election is made this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing of this purchase, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Buyer any insurance proceeds that may thereafter be made for such damage or destruction giving Buyer a credit at Closing for any deductible under such policies.

18. **Buyer's Default.** In the event of a default by the Buyer under this Agreement, the Seller may, at the Seller's sole option, declare a forfeiture under this provision and retain any monies already paid to Seller as liquidated damages.

19. **Seller's Default.** In the event of a default by the Seller under this Agreement, the Buyer may, at the Buyer's option, (a) elect to enforce the terms of this Agreement, or (b) enforce any other remedies at law or equity.

20. **Real Estate Brokerage Commissions.** Seller represents and warrants that all commission due and owing to any real estate brokers or agents in connection with the sale of the Property shall be paid by Seller, including to any real estate broker or agent acting as a Buyer's agent. Seller shall indemnify, defend, and hold Buyer harmless from and with respect to any broker's commissions, finder's fees or the like which are asserted or may become due as a result of any action or other agreements of Seller.

21. **Attorney fees.** Each party shall be responsible for their own attorney fees in connection with the negotiation and execution of this Agreement. If any dispute or litigation arises regarding this Agreement or its enforcement, the successful party shall be entitled to reimbursement of all fees and costs including attorney fees relating to such litigation or dispute.

22. **Binding effect.** This Agreement shall bind and benefit the parties' successors and assigns. Buyer may assign its interests under this Agreement.

23. **Recording.** Buyer may record a memorandum of this option with the Oakland County Register of Deeds. Seller and Buyer shall not record this Agreement.

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24. **Construction and venue.** This Agreement shall be governed by Michigan law.

25. **Entire agreement.** This Agreement contains the entire agreement of the parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.

26. **Time of the essence.** Time is of the essence in the performance of this Agreement.

16. **Acknowledgment.** Seller and Buyer acknowledge that marihuana related activities are currently not allowed by the United States of America and Seller consents to such activities by Buyer at the Property.

17. **Effective date.** This Agreement shall be effective when all the parties listed below have signed it.

SELLER:

MRCA Properties LLC, a Michigan limited liability company

By: Mary Czech 12-16-19
Mary Czech Date

Title: OWNER

BUYER:

GS ASHLEY, LLC, a Michigan limited liability company

By: 12.13.19
Erik Moir, Manager Date

EM

EXHIBIT A

Land Contract Form

EM

LAND CONTRACT

This contract (the "Agreement") is made on_____, between **MRCA Properties LLC, a Michigan limited liability company,** ("Seller") whose address is 9615 Main Street, Whitmore Lake, MI 48189, and **GS Ashley, LLC, a Michigan limited liability company** ("Buyer") whose address is17450 Collinson Eastpointe, MI 48021, on the following terms and conditions:

1. **Sale of the Premises**. Seller agrees to sell the real estate described on the attached exhibit A together with all parking lots, fixtures, improvements, appurtenances, tenements, and hereditaments located on the real estate, and all personal property located at and necessary for the operation of the building (the "Premises") subject to easements and restrictions of record and to zoning laws and ordinances affecting the Premises.

2. **Price and terms**.

a. Buyer agrees to purchase the Premises and the Personal Property from Seller and to pay to Seller a purchase price of [redacted] of which a down payment equal to $_____ _____ has been given on the signing of this Agreement. Buyer agrees to pay to Seller the balance of $_____, together with interest on any principal from time to time unpaid. The payments shall be calculated using a monthly payment schedule and 10-year amortization of the initial principal balance with interest to accrue from the date of closing on the outstanding principal balance at the rate of seven percent (7.00%) per year. The first payment to be made on the first day of each month, in the amount of $_ _____ and a like amount to be due monthly on the first day of each month during the term of this Agreement. The parties shall agree to an allocation of the purchase price among the assets purchased at or before the time of closing.

b. On 10 years from date of this Agreement, the entire unpaid principal and accrued interest and all other amounts owing under this Agreement will be due and payable.

c. Any payment of principal and interest not paid by the 10th day of the month shall be assessed a one-time late charge of $_____. The late charge shall be a separate amount owed under this Agreement and shall be due and payable immediately on the occurrence of the default. All payments shall be made at Seller's address or wherever otherwise directed by Seller.

d. Buyer may, without penalty, make additional principal payments at any time, including payoff of any or all of the outstanding principal balance.

3. **Possession**. Buyer shall receive possession of the Premises at the closing of this Agreement, and is entitled to retain possession only so long as there is no default by Buyer in carrying out the terms and conditions of this Agreement.

4. **Maintenance of the Premises**. Buyer shall at all times maintain the Premises in the same condition they are in on the date of giving possession, reasonable wear and tear excepted.

Buyer shall not commit or suffer any other person to commit waste or, without the consent of Seller in writing, to remove, change, or demolish the buildings or any other improvements on the Premises.

5. **Taxes**. Buyer shall pay all property taxes and special assessments assessed on the Premises and the Personal Property that shall become due and payable during the term of this Agreement, before they become subject to penalties. On request by Seller, Buyer shall produce written evidence of the payment of the taxes to Seller within ten (10) business days of Seller's request for that information.

6. **Insurance**. Buyer shall obtain and keep in force fire and extended coverage insurance in the name of Seller covering the Premises with a loss-payable clause or other endorsement naming Seller and Buyer as insured parties as their respective interests may appear in an amount not less than the replacement cost of the improvements on the Premises and, on request, shall deliver to Seller binders of the insurance policies and proof of payment of premiums. The insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage or injury covered by the policy.

Buyer shall also obtain and keep in force commercial general liability insurance and casualty insurance for the Premises covering the Premises with a loss payable clause or other endorsement naming Seller and Buyer as insured parties as their respective interests may appear. The amount shall not be less than the replacement cost of the improvements on the Premises for the casualty insurance and $_____ per occurrence and with an aggregate coverage of $_____ for liability insurance. On request, Buyer will deliver to Seller copies of the insurance policies and proof of payment of the premiums. Each insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage or injury covered by the policy.

Each policy must provide no less than thirty (30) days prior written notice to Seller of any cancellation, non-renewal or material change (or ten (10) days in the case of a cancellation for nonpayment of premiums). No approval by Seller of the amount, type or form of any insurance shall be construed as a representation or warranty by Seller of its sufficiency for Buyer's purposes. Buyer shall pay all premiums for the insurance coverage required hereunder in a timely manner. At least thirty (30) days prior to the expiration of the term of any insurance policy, Buyer shall furnish Seller with written evidence of renewal or issuance of a satisfactory replacement policy. If requested, Buyer shall deliver copies of all policies to Seller.

7. **Disposition of insurance proceeds**. If there is a loss, Buyer shall give prompt notice to the insurance carrier and to Seller. At Buyer's election, the insurance proceeds may be applied to the restoration or repair of the damaged Premises or be applied to the principal and accrued interest and to all other amounts owed under this Agreement, whether or not then due, with any excess paid to Buyer. If insurance proceeds are applied to principal, the parties shall recompute the monthly payments owed under section 3, using the outstanding principal balance, a ten-year amortization, and 7.00% interest rate.

8. **Tax or insurance default**. If Buyer fails to make any payment of taxes, assessments or insurance when due or to obtain or maintain policies of insurance Seller, after written notice to Buyer and Buyer's failure to cure within thirty (30) days may

a. pay the taxes, assessments, or insurance premiums and add them to the unpaid balance on the Agreement;

b. pay the taxes, assessments, or insurance premiums and treat Buyer's failure to pay them as a default under this Agreement; or

c. not pay the taxes, assessments, or insurance premiums and treat Buyer's failure to pay them as a default.

9. **Enforcement on default**. If Buyer fails to perform any of the covenants or conditions in this Agreement or violates the other documents signed in conjunction with this Agreement, Seller, in addition to any other rights that Seller may have, may

a. give Buyer a written notice specifying the default and informing Buyer that if the default continues for thirty (30) days after service of notice that Seller will without further notice declare the entire balance due and payable, and proceed to foreclose the Agreement or to obtain a money judgment against Buyer under the common law or the statutes of the state of Michigan, or

b. not declare the entire balance due and payable, and proceed under the common law or the statutes of the state of Michigan including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any money required to be paid under this Agreement or any other breach of this Agreement, but if Seller elects to proceed under this sub-section Seller shall give Buyer a written notice of forfeiture specifying the default that has occurred and shall give Buyer thirty (30) days after service of the notice of forfeiture to cure the default unless such default is incapable of being cured within the thirty (30) day period, in which case, Buyer shall have a reasonable time to cure so long as Buyer is acting to cure such default .

If Seller accepts any payments after the due date of such payments, such acceptance shall be deemed to have cured any default caused by the failure to make such payments on the due date.

If Seller invokes any of Seller's remedies to enforce this Agreement after default by Buyer, Seller, in addition to the remedies set forth above, on receipt of a judgment or one of the remedies elected above, is entitled to receive from Buyer, on demand, payment of or reimbursement for all expenses, including but not limited to title searches and Seller's attorney fees incurred by Seller in connection with Seller's enforcement of Seller's rights under this Agreement.

10. **Buyer's acceptance of title to and condition of premises**. Buyer agrees to accept as merchantable the title disclosed at closing to the Premises and accepts the Premises as is. Seller has made no warranties or representations with regard to the Premises. Buyer has made its own independent investigation of the title to and condition of the Premises to its satisfaction and waives

and releases Seller from any and all claims by Buyer with regard to the condition of the Premises. If any lien encumbrances or mortgages filed against Seller's interest are not satisfied by the date required for the final payment under this Agreement, then Buyer has a right to pay the liens and offset against the final payment all of Buyer's costs in having the liens discharged.

11. **Conveyance**. On full final payment of the principal and interest of this Agreement within the time and in the manner required by this Agreement, together with all other sums chargeable to Buyer under this Agreement, and on full performance of Buyer's covenants and obligations under this Agreement, Seller shall convey the Premises to Buyer by warranty bill of sale and warranty deed, subject to easements, rights-of-way, building and use restrictions, and restrictions of record at the date of this Agreement, and free from all other encumbrances except those, if any, that Buyer has assumed and any as have arisen through the acts or neglects of Buyer or others holding through Buyer. Seller shall execute a warranty deed and bill of sale at closing and deposit them with the title company.

12. **Notices**. All notices to be given to Seller or Buyer will be given in writing, and will be sent (a) by personal delivery, (b) certified mail, return receipt requested, or (c) by a reputable overnight express mail or nationally recognized carrier with trackable delivery. A notice will be deemed received; (a) seventy-two (72) hours after a certified mailing containing the notice, properly addressed with postage prepaid, is sent from a U.S. Post Office; or (b) if sent by hand delivery or express mail or delivery service, then upon actual receipt, or, if the notice is refused, then on the date of such refusal. All notices will be sent to the parties as follows:

a. If sent to Seller, said notices will be sent to Landlord's address in the first paragraph of this Lease, the place where the payments are payable under this Agreement, or to such other address which Seller has notified Buyer in writing to use; and

b. If sent to Buyer, said notices will be sent to Buyer's address in the first paragraph of this Agreement, or to such other address which Buyer has notified Seller in writing to use.

13. **Time of essence**. It is understood and agreed that time is deemed of the essence of this Agreement.

14. **Binding effect**. The covenants and agreements of this Agreement shall bind the heirs, assigns, and successors of the respective parties.

15. **Whole agreement**. This Agreement constitutes the entire agreement between the parties and is deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.

16. **Governing law**. This Agreement shall be governed by and interpreted in accordance with the laws of Michigan. If any provision of this Agreement conflicts with any statute or rule of any law in Michigan or is otherwise unenforceable for any reason, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Washtenaw County, Michigan.

17. **Memorandum.** The parties shall sign and deliver to each other a memorandum of this contract, and either may record the same with the Washtenaw County Records.

18. **Attorney fees**. Each party shall be responsible for their own attorney fees in connection with the negotiation and execution of this Agreement. If any dispute or litigation arises regarding this Agreement or its enforcement, the successful party shall be entitled to reimbursement of all fees and costs including attorney fees relating to such litigation or dispute.

19. **Amendments**. This Agreement may be amended or modified only by a document in writing signed by each of the parties to this Agreement.

20. **Effective date**. The parties have signed this Agreement in duplicate and it is effective as of above date.

SELLER:

MRCA Properties LLC, a Michigan limited liability company

By:_____
Mary Czech Date
Title:_____

BUYER:

GS ASHLEY, LLC, a Michigan limited liability company

By:_____
Erik Moir, Manager Date

State of Michigan)
)
County of _____)

The foregoing was subscribed and sworn to before me on _____
by Mary Czech, as a _____ of and on behalf of MRCA Properties, LLC.

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

State of Michigan)
)
County of _____)

The foregoing was subscribed and sworn to before me on _____
by Erik Moir, as the Manager of and on behalf of GS Ashley, LLC.

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

Exhibit A

Property Description

Real property located in Whitmore Lake, Washtenaw County, Michigan described as:

COM AT W 1/4 POST OF SEC, THN 2 DEG 30' W 1.63 CHNS IN THE W LINE OF SEC, TH N 47 DEG 45' E 5.205 CHNS FOR A PL OF BEG, TH N 47 DEG 45' E2.125 CHNS, TH N 42 DEG 15' W 2 CHNS, TH S 47 DEG 45' W 2.125 CHNS, TH S 42 DEG 15' E 2 CHNS TO THE PL OF BEG, BEING A PART OF NW FRL 1/4 SEC. 5 T1S R6E

Commonly known as: 22 Barker Road, Whitmore Lake a/k/a 9615 Main St.

PIN: B 02-05-253-005

Owner Affidvait

CONDITIONAL USE APPLICATION

22 BARKER ROAD
WHITMORE LAKE, MI 48189

NON-OWNER AFFIDAVIT

AFFIDAVIT OF MARY CZECH

STATE OF MICHIGAN)
COUNTY OF _____)

Mary Czech, being duly sworn, deposes, and says:

1. I make this Affidavit based on personal information and knowledge and my address is 9615 Main St., Whitmore Lake, MI 48189.

2. I am the member/owner of MRCA Properties LLC, a Michigan limited liability company, am authorized to act on its behalf and am authorized to make this Affidavit on its and my behalf.

3. MRCA Properties LLC owns the property at 22 Barker Road, Whitmore Lake, MI 48189.

4. MRCA Properties LLC entered into an option agreement with GS Ashley, LLC to sell and purchase the property at 22 Barker Road, Whitmore Lake, MI 48189

5. A Zoning Compliance Application is being submitted for the property at 22 Barker Road, Whitmore Lake, MI 48189 by GS Ashley, LLC.

6. The Zoning Compliance Application to which this Affidavit is attached, any proposed work, and the operation of a marihuana facility by GS Ashley, LLC at 22 Barker is authorized by the owner of 22 Barker, MRCA Properties LLC.

Mary Czech
MARY CZECH

Subscribed and sworn to before me
on February 19, 2020.

Leslie G. Smith
Notary Public
Oakland County, Michigan
My Commission Expires: 6-15-2026

LESLIE G. SMITH
Notary Public – State of Michigan
County of Oakland
My Commission Expires June 15, 2026
Acting in the County of Livingston

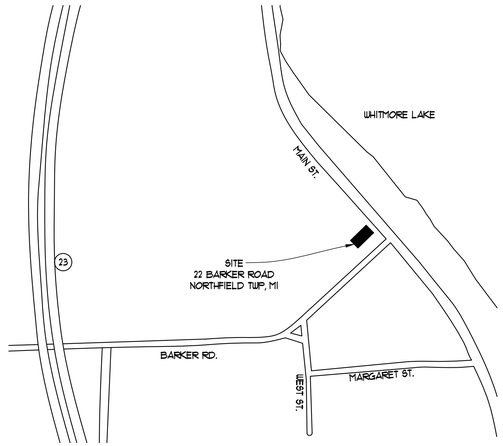
Acting in Livingston County

Site Plan Drawings

PROPOSED ADULT USE PROVISIONING CENTER DRAWINGS

ONE TWO TREE, LLC

22 BARKER ROAD
NORTHFIELD TWP, MI



LOCATION MAP
N.T.S.

BUILDING DATA:

ZONED:	WLD-DD, WHITMORE LAKE DOWNTOWN
CONSTRUCTION TYPE:	V-B, NS
USE GROUP:	MERCANTILE
GOVERNING BUILDING CODE:	MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS 2015
BUILDING AREA:	FIRST FLOOR AREA: 4,092 GROSS SQUARE FEET SECOND FLOOR AREA: 970.75 GROSS SQUARE FEET
BUILDING HEIGHT:	MAXIMUM BUILDING HEIGHT- 26'-0" ABOVE FINISH GRADE TWO STORIES
OCCUPANCY:	FIRST FLOOR-4097.56 GROSS MERCANTILE-2,887.46/60+48.12+49 BUSINESS- 339.80/100=3.39+4 TOTAL= 56 SECOND FLOOR- 970.75 GROSS BUSINESS- 970.75/100=9.7=10 TOTAL= 10 OVERALL TOTAL= 66
PARKING:	REFER TO CIVIL SHEET # PSP-2.0

RESTROOM REQUIRED & PROVIDED:	WATER CLOSET	LAVATORY
EXISTING		
UNISEX	3	3
REQUIRED		
UNISEX	2	2
PROPOSED		
MEN	0	0
WOMEN	0	0
UNISEX	3	3

DRINKING FOUNTAINS:	PROVIDED:	(2) PROVIDED (1) HIGH AND (1) LOW
FIRE SUPPRESSION:	NOT FIRED SUPRESSED	



CONCEPTUAL EXTERIOR RENDERING
NOT TO SCALE

DIRECTORY

CLIENT	NATHAN PODRID GS ASHLEY	338 S ASHLEY STREET ANN ARBOR, MI 48104	(734) 330-8699
ARCHITECT	HAROLD J REMLINGER AIA, LEED AP DESIGNTEAM PLUS, LLC	975 E. MAPLE RD, SUITE 210 BIRMINGHAM, MI 48009	(248) 559-1000
CIVIL ENGINEER	TIM STOREY, PE STOREY ENGINEERING GROUP, LLC	48264 MANCHESTER MACOMB, MI 48044	(586) 216-1043
LANDSCAPE ARCHITECT	FELINO PASCUA, RLA (JOEL) FELINO PASCUAL ASSOCIATES	24333 ORCHARD LAKE ROAD, SUITE G FARMINGTON HILLS, MI 48336	(248) 557-5588
SECURITY CONSULTANT	JOHN BROWN HOLISTIC INDUSTIRES	1900 WEST PARK DRIVE #280 WEST BOROUGH, MA 01581	(704) 507-5962
RETAIL DESIGN CONSULTANT	ALI HAIDARI AD + ASSOCIATES	930 CARLETON ST. BERKELEY, CA 94710	(415) 730-0468

ABBREVIATIONS:

1. V.I.F. - VERIFY IN FIELD
2. O.C. - ON CENTER
3. U.O.N. - UNLESS OTHERWISE NOTED
4. S+V - STAIN AND VARNISH
5. PTD. - PAINTED
6. V.T.O. - VENT TO OUTSIDE
7. U.S. - UNDERSIDE
8. A.F.F. - ABOVE FINISH FLOOR
9. TYP. - TYPICAL
10. H. - HIGH (HEIGHT)
11. N.T.S. - NOT TO SCALE
12. T.M.E. - TO MATCH EXISTING
13. L. - LONG (LENGTH)
14. W. - WIDE (WIDTH)
15. MAT'L. - MATERIAL
16. REQ'D. - REQUIRED
17. MFR. - MANUFACTURER
18. WD. - WOOD
19. EXT'G. - EXISTING
20. MTD. - MOUNTED
21. STD. - STANDARD
22. ABV. - ABOVE
23. E.P. - ELECTRICAL PANEL
24. M.T. - MARBLE THRESHOLD
25. T + B - TOP AND BOTTOM
26. P.T. - PRESSURE TREATED
27. V.I.I.O. - VERIFY WITH OWNER
28. C.T. - CERAMIC TILE
29. N.I.C. - NOT IN CONTRACT

TABLE OF CONTENTS:

A-100	COVER SHEET
PSP-0.0	CIVIL COVER SHEET
PSP-1.0	TOPOGRAPHIC & BOUNDARY SURVEY
PSP-2.0	PROPOSED SITE PLAN
PSP-2.1	USE ISOLATION MAP
PSP-3.0	PROPOSED GRADING & UTILITY PLAN
PSP-4.1	NOTES & DETAILS
PSP-4.2	DETAILS
PSP-5.0	PROPOSED DRAINAGE PLAN
LS-1	LANDSCAPE PLANTING DETAIL
A-200	PROPOSED FLOOR PLAN
A-201	PROPOSED SECOND FLOOR PLAN
A-500	CONCEPTUAL INTERIOR RENDERING
001	INTERIOR SECURITY CAMERA LOCATION PLAN
002	INTERIOR SECURITY CAMERA LOCATION PLAN
003	OUTDOOR SECURITY CAMERA LOCATION PLAN
004	INTERIOR SECURITY PLAN
005	INTERIOR SECURITY PLAN
006	ACCESS CONTROL PLAN
007	ACCESS CONTROL PLAN
PH-1	PHOTOMETRIC PLAN

DesignTeam+
Architecture
Interior Design

STATE OF MICHIGAN
HAROLD REMLINGER
ARCHITECT
No. 1301055999
LICENSED ARCHITECT

DesignTeam
975 E. Maple Road, Suite 210
Birmingham, Michigan 48009

P: 248. 559. 1000

info@designteamplus.com

Client

GS ASHLEY

338 S ASHLEY STREET
ANN ARBOR, MI 48104

Project

ONE TWO TREE, LLC.
22 BARKER ROAD
NORTHFIELD
TOWNSHIP, MI

Designed/Drawn	HJR/DM
Checked/Approved	HJR
Job #	326-2019
File:	Commercial CDs_2019.dwg

Date/Revisions	Issue for
03/09/2020	LICENSING
04/20/2020	SITE PLAN APPROVAL AND ADDITIONAL LAND USE

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DesignTeam Plus, LLC.
ALL RIGHTS RESERVED
This Document and the subject matter contained therein is proprietary and is not to be used or reproduced without the written permission of DesignTeam Plus, LLC.

SHEET:

A-100

LEGAL DESCRIPTION (AS PROVIDED)

(PER WARRANTY DEED L.5111-P.366)

PARCEL TAX NUMBER: B-02-05-253-005

LEGAL DESCRIPTION:

Property situated in the Township of Northfield, Washtenaw County, Michigan.

Commencing at the West 1/4 corner of Section 5,Town 1 South, Range 6 East Northfield Township Washtenaw County, Michigan; thence along the West line of said Section 5 North 01 degrees 34 minutes 00 seconds West 107.58 feet thence along the centerline of Barker Road, North 48 degrees 30 minutes 00 seconds East 355.34 feet for a Point of Beginning: Thence North 41 degrees 16 minutes 15 seconds West 127.46 feet; thence North 47 degrees 37 minutes 15 seconds East 132.89 feet thence along the Southwesterly line of Main Street (Whitmore Lake Road - as monumented) South 41 degrees 41 minutes 30 seconds East 129.50 feet; thence along the centerline of Barker road South 48 degrees 30 minutes 00 seconds West 133.81 feet to the point of beginning being part of the Northwest 1/4 of said Section 5 and being subject to easements and restrictions of record, if any.

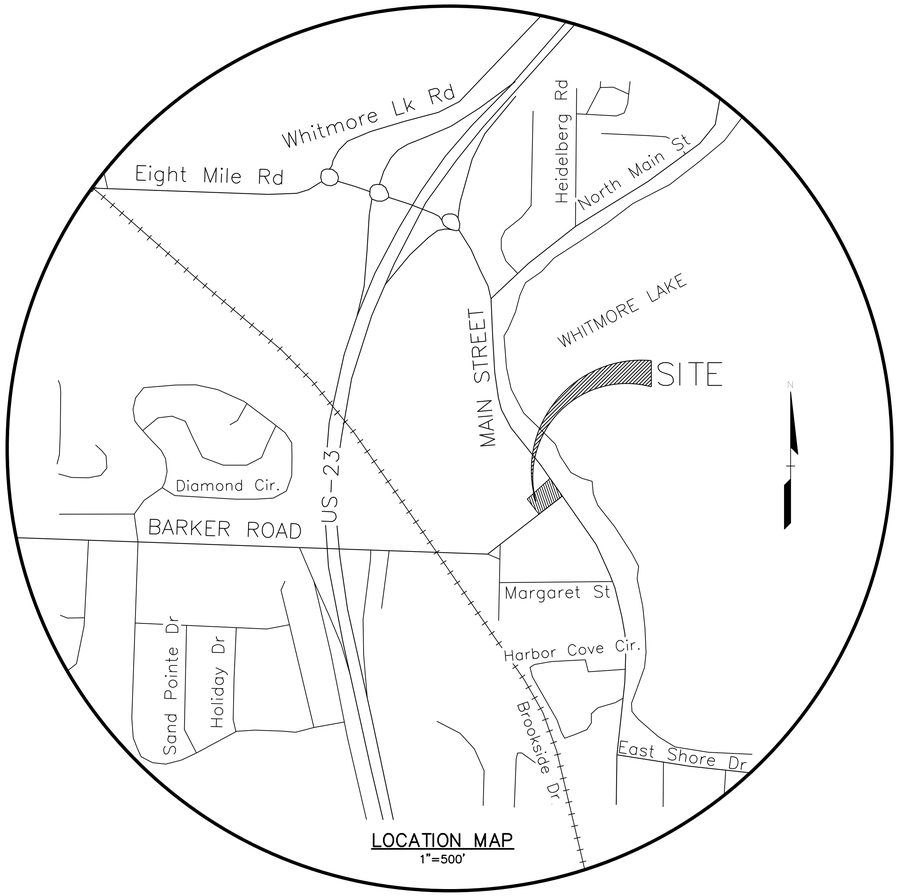
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Commonly Known As: 9615 Main/22 Barker
Tax Number: B02-05-253-005

SITE PLAN DRAWINGS

22 BARKER ROAD

22 BARKER ROAD
NORTHFIELD TWP, MI



LOCATION MAP
1"=500'

INDEX OF DRAWINGS:

PSP-0.0 COVER SHEET
PSP-1.0 TOPOGRAPHIC & BOUNDARY SURVEY
PSP-2.0 SITE PLAN
PSP-2.1 USE ISOLATION MAP
PSP-3.0 GRADING + UTILITY PLAN
PSP-4.1 NOTES + DETAILS
PSP-4.2 DETAILS
PSP-5.0 DRAINAGE PLAN

LS-1 LANDSCAPE PLAN

1 OF 1 PHOTOMETRIC PLAN

CONSTRUCTION PERMITS REQUIRED:

NORTHFIELD TWP – ENGINEERING/PLANNING APPROVAL

WASHTENAW COUNTY – RIGHT OF WAY PERMIT (BARKER ROAD & MAIN STREET)

LANDSCAPE ARCHITECT:

FELINO PASCUAL ASSOCIATES
24333 ORCHARD LAKE ROAD, SUITE G
FARMINGTON HILLS, MI 48336
PHONE: (248) 557-5588
CONTACT: FELINO PASCUAL, RLA (JOEL)

ARCHITECT:

DESIGN TEAM PLUS
975 EAST MAPLE ROAD
SUITE 210
BIRMINGHAM, MI 48009
PHONE: (248) 559-1000
CONTACT: HAROLD REMLINGER, AIA

ENGINEER:

STOREY ENGINEERING GROUP, LLC
48264 MANCHESTER
MACOMB, MI 48044
PHONE: (586) 216-1043
CONTACT: TIM S. STOREY, PE

DEVELOPER:

GS ASHLEY
338 S ASHLEY STREET
ANN ARBOR, MI 48104
PHONE: (734) 330-8699
CONTACT: NATHAN PODRID

REVISIONS

No.	DATE	BY	DESCRIPTION
1	4-15-20	TSS	INCREASED OPEN SPACE & DECREASED PARKING

STATE OF MICHIGAN
TIM S. STOREY
ENGINEER
No. 43017
LICENSED PROFESSIONAL ENGINEER

CAUTION!!
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COVER SHEET
22 BARKER ROAD
22 BARKER ROAD
T1S, R6E, SECTION 5, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MI

DES.	TSS	DN.	TSS	SUR.	TSS	P.M.	TSS

S:\SEG\2019 PROJECTS\2019-025 22 BARKER - NORTHFIELD TWP\DWGS\SITE PLAN\PSP-0.0 COVER.DWG

ORIGINAL ISSUE DATE: 2/27/2020

Project No. 2019-025

DRAWING NUMBER:
PSP-0.0

LEGAL DESCRIPTION (AS PROVIDED)

(PER WARRANTY DEED L.5111-P.366)

PARCEL TAX NUMBER: B-02-05-253-005

LEGAL DESCRIPTION:

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Commonly Known As: 9615 Main/22 Barker
Tax Number: B02-05-253-005

BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83
(CONUS) (MOI) (GRS80), SOUTH ZONE 2113, INTERNATIONAL
FEET, GROUND.
(LAT: 42°25'26.06"N, LON: 83°45'46.95"W, ELEV: 925, SCALE
FACTOR: 1.0001050805)

BENCHMARKS

DATUM: NAVD88

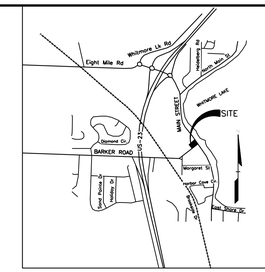
BM A:
BENCHTIE NORTH SIDE OF UTILITY POLE, 23'± NORTHWEST OF CENTERLINE BARKER ROAD & 153'± SOUTHWEST OF CENTERLINE MAIN STREET.
ELEV = 908.59

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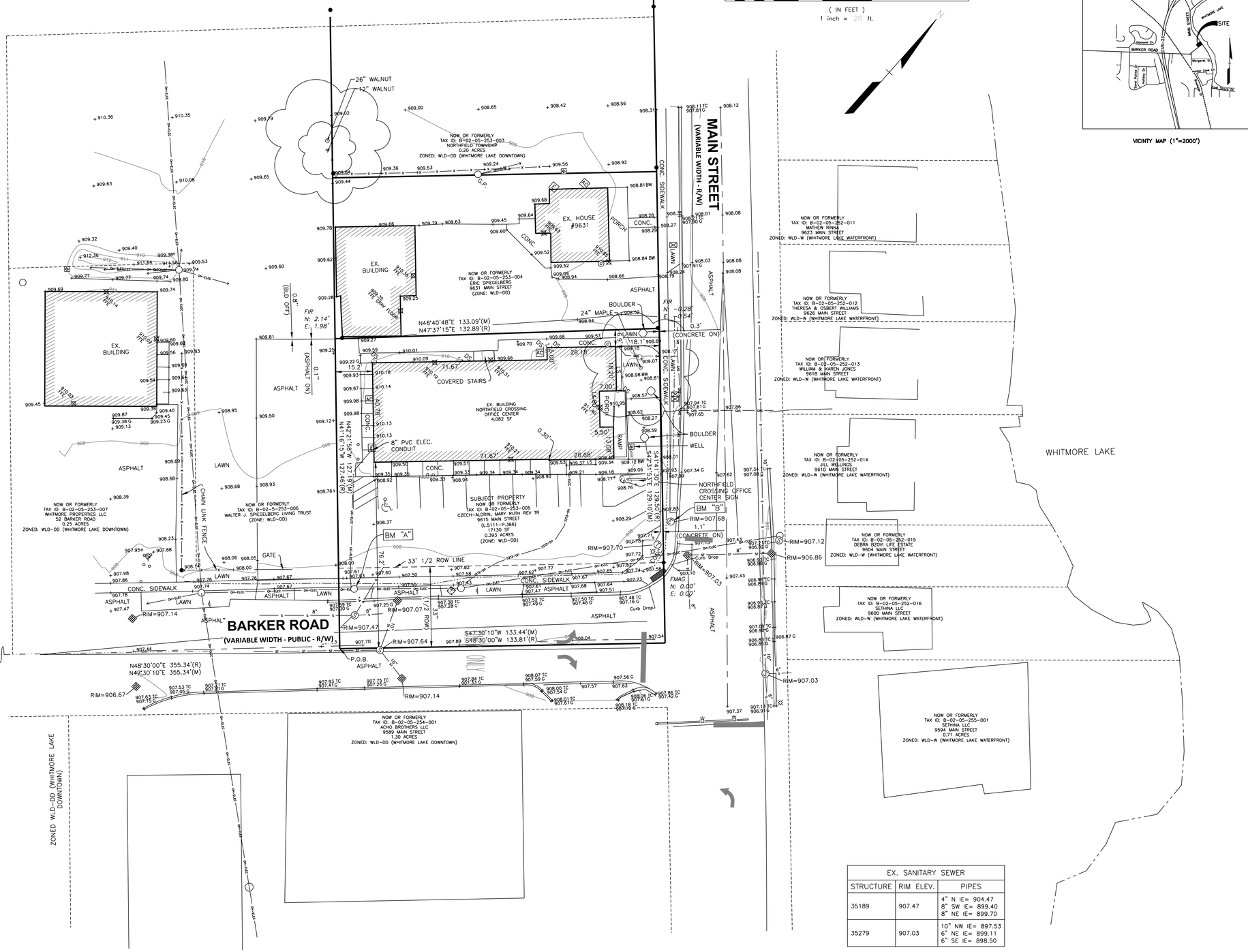
EXISTING LEGEND

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- TREE LINE/ CANOPY
- DITCH/ DRAINING COURSE
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- UG FIBER, PED, LINE MARKER, VAULT
- UG ELEC, MH, TRANSFORMER, AC UNIT, METER
- OH ELEC, UTIL POLE, GUY WIRE
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- LIGHT MH, LT CTRL BOX, PARK. METER
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- MISC. MANHOLE, HAND HOLE, HAND BOX
- SIGN, FLAG POLE, GUARD POST, ROCK
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- FOUND IRON ROD (FIR), FD MON, FD PK
- SET IRON ROD (SIR), SET PK, MAG NAIL
- SPOT ELEVATION
- CONTOUR
- FENCE
- GUARD RAIL
- RAILROAD SIGNAL, SIGNAL BOX
- SOIL BORING
- EX. ASPHALT
- EX. CONCRETE
- EX. GRAVEL

GRAPHIC SCALE
−20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.



VICINITY MAP (1"=2000')



UTILITY REFERENCES

WM:
Received:

SAN: NORTHFIELD TOWNSHIP
Received: 11/22/2019

GAS: CONSUMERS ENERGY
Received: 11/25/2019

PHONE/CABLE: AT&T = CHARTER COMMUNICATIONS
Received: 11/22/2019 = 1/17/2020

ELEC: DETROIT EDISON
Received: 12/10/2019

FLOOD ZONE

FEMA MAP SCALES DO NOT SUPPLY SUFFICIENT LEVEL OF DETAIL TO PLOT ACCURATELY. ZONES IF PLOTTED HEREIN ARE APPROXIMATE.

BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO LIE ENTIRELY IN ZONE (X) AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF WASHTENAW COMMUNITY PANEL NO. (26161C0092E), EFFECTIVE DATE APRIL 3, 2012.

UTILITY NOTES

1. ALL FRANCHISE UTILITIES (GAS, FIBER, CABLE, UG ELEC., TELE.) SHOW ARE BASED ON MISS DIG MARKINGS LOCATED AT TIME OF SURVEY UNLESS NOTED OTHERWISE.
2. THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

EX. SANITARY SEWER		
STRUCTURE	RIM ELEV.	PIPES
35189	907.47	4" N IE= 904.47 8" SW IE= 899.40 8" NE IE= 899.70
35279	907.03	10" NW IE= 897.53 6" NE IE= 899.11 6" SE IE= 898.50

EX. STORM SEWER		
STRUCTURE	RIM ELEV.	PIPES
35189	907.47	4" N IE= 904.47 8" SW IE= 899.40 8" NE IE= 899.70
35279	907.03	10" NW IE= 897.53 6" NE IE= 899.11 6" SE IE= 898.50

No.	DATE	BY	DESCRIPTION
1	4-15-20	TSS	INCREASED OPEN SPACE & DECREASED PARKING

REVISIONS

STATE OF MICHIGAN
TIM S. STOREY
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LICENSED PROFESSIONAL ENGINEER

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TOPOGRAPHIC & BOUNDARY SURVEY
22 BARKER ROAD
22 BARKER ROAD
T1S, R6E, SECTION 5, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MI

DES.	TSS	DN.	TSS	SUR.	TSS	P.M.	TSS

K:\SEG\2019 PROJECTS\2019-025 22 BARKER — NORTHFIELD, TWP\DWG\SITE PLAN\PSP-1.0_TOPO.DWG

ORIGINAL ISSUE DATE: 2/27/2020

Project No. 2019-025

SCALE: 1" = 20'

DRAWING NUMBER:
PSP-1.0

LEGAL DESCRIPTION (AS PROVIDED)

(PER WARRANTY DEED L.5111-P.366)

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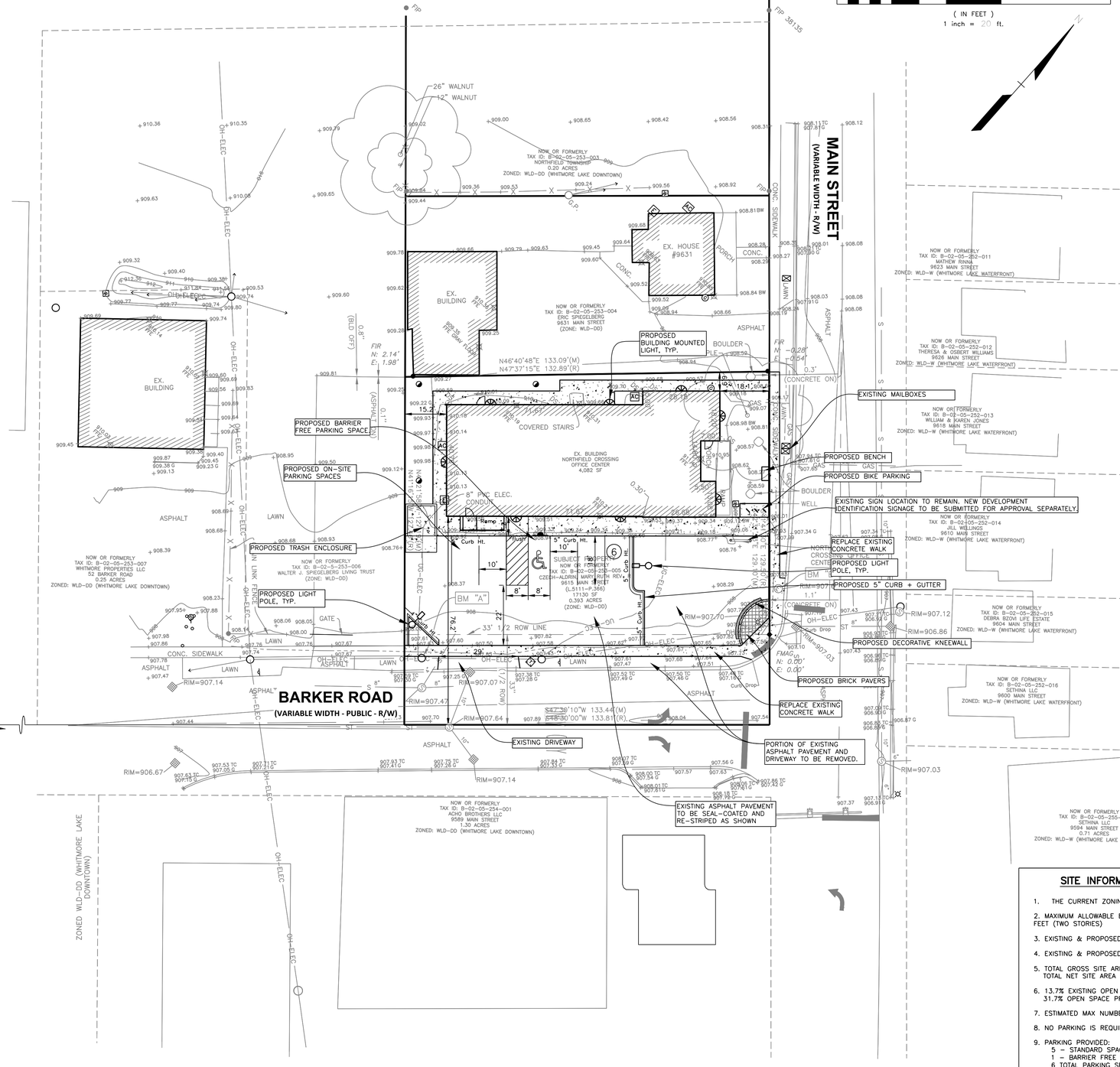
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ELEV = 908.59

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UG ELEC, MH, TRANSFORMER, AC UNIT, METER
OH ELEC, UTIL POLE, GUY WIRE
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GAS WELL, METER, VENT
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COMBINED SEWER, MH
STEAM LINE, MH
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SIGN, FLAG POLE, GUARD POST, ROCK
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SPOT ELEVATION
CONTOUR
FENCE
GUARD RAIL
RAILROAD SIGNAL, SIGNAL BOX
SOIL BORING
EX. ASPHALT
EX. CONCRETE
EX. GRAVEL

GRAPHIC SCALE
-20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.


MAIN STREET
(VARIABLE WIDTH - R/W)
BARKER ROAD
(VARIABLE WIDTH - PUBLIC - R/W)
WHITMORE LAKE
EX. HOUSE #9631
EX. BUILDING
EX. BUILDING NORTHFIELD CROSSING OFFICE CENTER 4,082 SF
COVERED STAIRS
PROPOSED BUILDING MOUNTED LIGHT, TYP.
PROPOSED BARRIER FREE PARKING SPACE
PROPOSED ON-SITE PARKING SPACES
PROPOSED TRASH ENCLOSURE
PROPOSED LIGHT POLE, TYP.
EXISTING DRIVEWAY
EXISTING MAILBOXES
PROPOSED BENCH
PROPOSED BIKE PARKING
EXISTING SIGN LOCATION TO REMAIN, NEW DEVELOPMENT IDENTIFICATION SIGNAGE TO BE SUBMITTED FOR APPROVAL SEPARATELY.
REPLACE EXISTING CONCRETE WALK
PROPOSED 5" CURB + GUTTER
PROPOSED DECORATIVE KNEEWALL
PROPOSED BRICK PAVERS
REPLACE EXISTING CONCRETE WALK
PORTION OF EXISTING ASPHALT PAVEMENT AND DRIVEWAY TO BE REMOVED.
EXISTING ASPHALT PAVEMENT TO BE SEAL-COATED AND RE-STRIPED AS SHOWN
NORTH CROSSING OFFICE CENTER
PROPOSED LIGHT POLE, TYP.
SUBJECT PROPERTY
NOW OR FORMERLY TAX ID: B-02-05-253-005 CZESH-ALDRIN, MARY RUTH REV. 9615 MAIN STREET (L.5111-P.366) 17130 SF 0.393 ACRES (ZONE: WLD-DD)
NOW OR FORMERLY TAX ID: B-02-5-253-006 WALTER J. SPIEGELBERG LIVING TRUST (ZONE: WLD-DD)
NOW OR FORMERLY TAX ID: B-02-05-253-007 WHITMORE PROPERTIES LLC 52 BARKER ROAD 0.25 ACRES ZONED: WLD-DD (WHITMORE LAKE DOWNTOWN)
NOW OR FORMERLY TAX ID: B-02-05-253-003 NORTHFIELD TOWNSHIP 0.20 ACRES ZONED: WLD-DD (WHITMORE LAKE DOWNTOWN)
NOW OR FORMERLY TAX ID: B-02-05-254-001 ACHO BROTHERS LLC 9589 MAIN STREET 1.30 ACRES ZONED: WLD-DD (WHITMORE LAKE DOWNTOWN)
NOW OR FORMERLY TAX ID: B-02-05-252-011 MATHEW RINNA 9623 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-012 THERESA & OSBERT WILLIAMS 9626 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-013 WILLIAM & KAREN JONES 9618 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-014 JILL WILLINGS 9610 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-015 DEBRA BZOVI LIFE ESTATE 9604 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-016 SETHINA LLC 9600 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-255-001 SETHINA LLC 9594 MAIN STREET 0.71 ACRES ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
ZONED WLD-DD (WHITMORE LAKE DOWNTOWN)
WEST 1/4 COR. SEC. 5 T1S-R6E C-02
N01°34'00"W 107.58'(R) 107.14'(M)
N02°29'51"W
N46°40'48"E 133.09'(M) N47°37'15"E 132.89'(R)
S47°39'10"W 133.44'(M) S48°30'00"W 133.81'(R)
N41°16'15"W 127.46'(M)
S41°30'00"E 129.50'(R)
33' 1/2 ROW LINE
29'
22'
8'
8'
10'
10'
5' Curb Ht.
6" Curb Ht.
8" PVC ELEC. CONDUIT
Ramp
Flush
FMAG N: 0.00' C: 0.00'
FIR N: 2.14' E: 1.98'
FIR N: 0.28' E: 0.54'
0.8' (RD OFF)
0.1' (ASPHALT RD)
0.3' (CONCRETE ON)
0.30'
FIP
FIP 38135
G.P.
BM "A"
RIM=907.70
RIM=907.12
RIM=906.86
RIM=907.03
RIM=907.14
RIM=907.07
RIM=907.47
RIM=907.64
RIM=906.67
RIM=907.14
RIM=907.03
OH-ELEC
UG-ELEC
CONC. SIDEWALK
ASPHALT
LAWN
GATE
BOULDER WELL
GAS
CONC.
PORCH
AWN
FIRE DEPT. CONN.
FIRE HYD.
907.91G
907.81G
907.34 G
907.85
907.43
907.88
907.86
907.98
907.78
907.74
907.76
907.67
907.60
907.50
907.58
907.82
907.65
907.51
907.47
907.49
907.52 TC
907.38 G
907.53 TC
907.46 G
907.44 TC
907.19 G
907.25 G
907.36 TC
907.28 G
907.63 TC
907.15 G
907.53 TC
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907.71 TC
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907.13 TC
906.97 G
907.14 TC
906.98 G
907.15 TC
906.99 G
907.16 TC
907.00 G
907.17 TC
907.01 G
907.18 TC
907.02 G

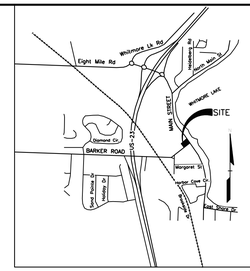
GRAPHIC SCALE

−100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

BUFFER RESTRICTION DISTANCE TABLE

FACILITY NAME	FACILITY TYPE	REQUIRED BUFFER DISTANCE	PROVIDED BUFFER DISTANCE
Northfield Township Public Library	Library	N/A	407'
Whitmore Lake Athletic Complex & Park	Public Park	N/A	1,058'
Fine Arts Academy Pre-school	Child Care Organization	N/A	2,100'



VICINITY MAP (1"=2000')

I hereby certify that the distances on this plan have been measured in accordance with the procedure set out in the Northfield Township Ordinance section 36-761 and that all distances from the proposed facility are indicated on this drawing; additionally, that no operational Public or Private Primary, Intermediate or Secondary Schools, Child Care or Parks are located within the prescribed distances. (Refer to the "Buffer Restriction Distance Table" which specifies isolation distances to each restricted nearby use).

Tim S. Storey, PE

US-23

SITE
(22 BARKER ROAD)

Whitmore Lake

Main Street

407'

Barker Road

Northfield Township
Public Library
(125 Barker Road)

Margaret Street

1,058'

Whitmore Lake Athletic
Complex & Park
(168 Jennings Road)

2,100'

Horseshoe Lake
Outlet Creek

Fine Arts Academy Pre-school
(238 Jennings Road)

N

No.	DATE	BY	DESCRIPTION
1	4-15-20	TSS	INCREASED OPEN SPACE & DECREASED PARKING

REVISIONS

STATE OF MICHIGAN
TIM S. STOREY
ENGINEER
No. 43017
LICENSED PROFESSIONAL ENGINEER

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS MADE AS TO THEIR ACCURACY OR TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811

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ANN ARBOR, MI 48104

USE ISOLATION MAP
22 BARKER ROAD
22 BARKER ROAD
T1S, R6E, SECTION 5, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MI

DES.	TSS	DN.	TSS	SUR.	TSS	P.M.	TSS

S:\SEG\2019 PROJECTS\2019-025 22 BARKER - NORTHFIELD, TWP\SHEETS\PLAN\PSP-2.1 USE ISOLATION MAP.DWG

ORIGINAL ISSUE DATE: 2/27/2020

Project No. 2019-025

SCALE: 1" = 100'

DRAWING NUMBER:
PSP-2.1

LEGAL DESCRIPTION (AS PROVIDED)

(PER WARRANTY DEED L.5111-P.366)

PARCEL TAX NUMBER: B-02-05-253-005

LEGAL DESCRIPTION:

Property situated in the Township of Northfield, Washtenaw County, Michigan.

Commencing at the West 1/4 corner of Section 5,Town 1 South, Range 6 East Northfield Township Washtenaw County, Michigan; thence along the West line of said Section 5 North 01 degrees 34 minutes 00 seconds West 107.58 feet thence along the centerline of Barker Road, North 48 degrees 30 minutes 00 seconds East 355.34 feet for a Point of Beginning: Thence North 41 degrees 16 minutes 15 seconds West 127.46 feet; thence North 47 degrees 37 minutes 15 seconds East 132.89 feet thence along the Southwesterly line of Main Street (Whitmore Lake Road - as monumented) South 41 degrees 41 minutes 30 seconds East 129.50 feet; thence along the centerline of Barker road South 48 degrees 30 minutes 00 seconds West 133.81 feet to the point of beginning being part of the Northwest 1/4 of said Section 5 and being subject to easements and restrictions of record, if any.

Historically described as the following:
Township of Northfield, County of Washtenaw and State of Michigan:
Commencing on the intersection of the highway running North and South along the West side of Whitmore Lake and a Highway running West from the said highway, and being on the North side of the hotel known as the Lake house; thence within the center of said highway about seven rods to land owned by Walter Spiegelberg; thence West about nine (9) rods along the South line of said Spiegelberg land to land formally owned by Michael Tobin (now owned by Mr. W. Stilson); thence South along the East line of said Tobin or Stilson land about 7 rods to the center of the highway; thence East along the center of the highway about 9 rods to the Place of Beginning, above land being in Section 5, Town 1 South, Range 6 East, Township of Northfield, County of Washtenaw, State of Michigan. Subject to easements and right of ways of record.

Commonly Known As: 9615 Main/22 Barker
Tax Number: B02-05-253-005

BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83
(CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND.
(LAT: 42°25'26.06"N, LON: 83°45'46.95"W, ELEV: 925, SCALE FACTOR: 1.0001050805)

BENCHMARKS

DATUM: NAVD88

BM A:
BENCHTIE NORTH SIDE OF UTILITY POLE, 23'±
NORTHWEST OF CENTERLINE BARKER ROAD & 153'±
SOUTHWEST OF CENTERLINE MAIN STREET.
ELEV = 908.59

BM B:
ELECTRIC MANHOLE, 23'± SOUTHWEST OF CENTERLINE
OF MAIN STREET & 48'± NORTHWEST OF BARKER ROAD.
ELEV = 907.68

UTILITY REFERENCES

WM:
Received:

SAN: NORTHFIELD TOWNSHIP
Received: 11/22/2019

GAS: CONSUMERS ENERGY
Received: 11/25/2019

PHONE/CABLE: AT&T = CHARTER COMMUNICATIONS
Received: 11/22/2019 = 1/17/2020

ELEC: DETROIT EDISON
Received: 12/10/2019

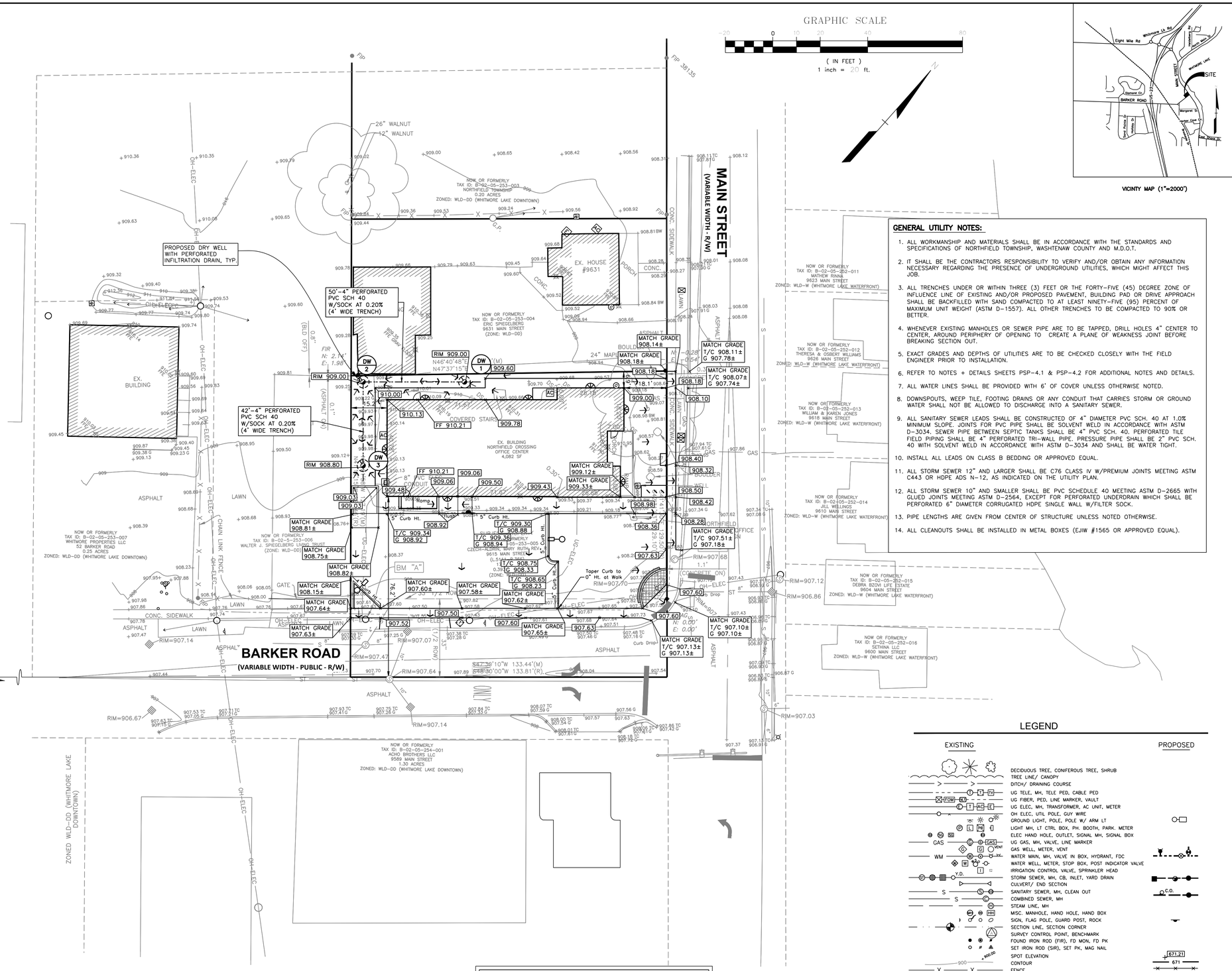
FLOOD ZONE

FEMA MAP SCALES DO NOT SUPPLY SUFFICIENT LEVEL OF DETAIL TO PLOT ACCURATELY. ZONES IF PLOTTED HEREIN ARE APPROXIMATE.

BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO LIE ENTIRELY IN ZONE (X) AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF WASHTENAW COMMUNITY PANEL NO. (26161C0092E), EFFECTIVE DATE APRIL 3, 2012.

UTILITY NOTES

1. ALL FRANCHISE UTILITIES (GAS, FIBER, CABLE, UG ELEC., TELE.) SHOW ARE BASED ON MISS DIG MARKINGS LOCATED AT TIME OF SURVEY UNLESS NOTED OTHERWISE.
2. THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.


GRAPHIC SCALE
-20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.
N
MAIN STREET
(VARIABLE WIDTH - R/W)
BARKER ROAD
(VARIABLE WIDTH - PUBLIC - R/W)
PROPOSED DRY WELL WITH PERFORATED INFILTRATION DRAIN, TYP.
50'-4" PERFORATED PVC SCH 40 W/SOCK AT 0.20% (4" WIDE TRENCH)
42'-4" PERFORATED PVC SCH 40 W/SOCK AT 0.20% (4" WIDE TRENCH)
EX. BUILDING
EX. HOUSE #9631
EX. BUILDING NORTHFIELD CROSSING OFFICE CENTER 4,082 SF
NORTHFIELD OFFICE
NOW OR FORMERLY TAX ID: B-02-05-253-003 NORTHFIELD TOWNSHIP 0.20 ACRES ZONED: WLD-DD (WHITMORE LAKE DOWNTOWN)
NOW OR FORMERLY TAX ID: B-02-05-253-004 ERIC SPIEGELBERG 9631 MAIN STREET (ZONE: WLD-DD)
NOW OR FORMERLY TAX ID: B-02-05-253-007 WHITMORE PROPERTIES LLC 52 BARKER ROAD 0.25 ACRES ZONED: WLD-DD (WHITMORE LAKE DOWNTOWN)
NOW OR FORMERLY TAX ID: B-02-5-253-006 WALTER J. SPIEGELBERG LIVING TRUST (ZONE: WLD-DD)
NOW OR FORMERLY TAX ID: B-02-05-253-001 CZECH-ALDRIN, MARY RUTH REV. 9615 MAIN STREET (L.5111-P.366)
NOW OR FORMERLY TAX ID: B-02-05-254-001 ACHO BROTHERS LLC 9589 MAIN STREET 1.30 ACRES ZONED: WLD-DD (WHITMORE LAKE DOWNTOWN)
NOW OR FORMERLY TAX ID: B-02-05-252-011 MATHEW RINNA 9623 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-012 THERESA & OSBERT WILLIAMS 9626 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-013 WILLIAM & KAREN JONES 9618 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-014 NEIL WILLINGS 9610 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-015 DEBRA BZOVI LIFE ESTATE 9604 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
NOW OR FORMERLY TAX ID: B-02-05-252-016 SETHINA LLC 9600 MAIN STREET ZONED: WLD-W (WHITMORE LAKE WATERFRONT)
ZONED WLD-DD (WHITMORE LAKE DOWNTOWN)
WEST 1/4 COR. SEC. 5 T1S-R6E C-02
N01°34'00"W 107.58'(M)
N02°39'51"W 107.14'(M)
BM "A"
Taper Curb to 0" Ht. at Walk
N: 0.00'
E: 0.00'
RIM 909.00
RIM 908.80
RIM 910.00
RIM=907.68
RIM=907.12
RIM=906.86
RIM=907.03
RIM=907.14
RIM=907.07
RIM=907.47
RIM=907.64
RIM=906.67
MATCH GRADE 908.14±
MATCH GRADE 908.18±
MATCH GRADE T/C 908.11± G 907.78±
MATCH GRADE T/C 908.07± G 907.74±
MATCH GRADE 909.12±
MATCH GRADE 909.33±
MATCH GRADE T/C 907.51± G 907.18±
MATCH GRADE 908.81±
MATCH GRADE 908.75±
MATCH GRADE 908.82±
MATCH GRADE 908.15±
MATCH GRADE 907.64±
MATCH GRADE 907.63±
MATCH GRADE 907.60±
MATCH GRADE 907.58±
MATCH GRADE 907.62±
MATCH GRADE 907.65±
MATCH GRADE T/C 907.10± G 907.10±
MATCH GRADE T/C 907.13± G 907.13±
T/C 909.30 G 908.88
T/C 909.36 G 908.94
T/C 908.75 G 908.33
T/C 908.65 G 908.23
FF 910.21
FF 910.27
FF 910.13
909.06
909.50
909.43
909.48
909.03
908.92
908.98
908.36
907.63
907.60
907.50
907.52
907.63
907.60
907.50
907.52
907.60
907.63
907.60
907.73
907.68
907.64
907.51
907.48
907.59
907.38
907.28
907.25
907.07
907.04
907.11
907.21
907.53
907.05
907.63
907.15
907.84
907.79
907.28
907.93
907.41
907.89
907.56
907.54
907.57
907.63
907.70
907.44
907.47
907.74
907.78
907.88
907.98
907.86
907.76
907.67
907.64
907.82
907.58
907.62
907.87
907.65
907.61
907.68

GENERAL NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF NORTHFIELD TOWNSHIP.
2. ALL NECESSARY PERMITS, BONDS AND INSURANCES ETC., SHALL BE PAID FOR BY THE CONTRACTOR. THE OWNER SHALL PAY FOR ALL INSPECTION FEES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE PERIODS OF CONSTRUCTION. THIS SHALL BE CONSIDERED INCIDENTAL TO THE JOB.
4. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT MISS DIG (1-800-482-7171) TO VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES AND SHALL NOTIFY OTHER REPRESENTATIVES OF OTHER UTILITIES IN THE VICINITY OF THE WORK.
5. ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR.
6. MANHOLE, CATCH BASIN, GATE VALVES AND HYDRANT FINISH GRADES MUST BE CLOSELY CHECKED AND APPROVED BY THE ENGINEER BEFORE THE CONTRACTOR'S WORK IS CONSIDERED COMPLETE.
7. CONTRACTOR SHALL REMOVE AND DISPOSE OF OFF-SITE ANY TREES, BRUSH, STUMPS, TRASH OR OTHER UNWANTED DEBRIS AT THE OWNER'S DIRECTION, INCLUDING OLD BUILDING FOUNDATIONS AND FLOORS. BURNING OF TRASH, STUMPS OR OTHER DEBRIS SHALL NOT BE PERMITTED.
8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADING, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY CONTAIN TRAFFIC IN ACCORDANCE WITH "MMUTCD".
9. ALL EXCAVATIONS SHALL BE SLOPED, SHORED OR BRACED IN ACCORDANCE WITH MI-OSHA REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AN ADEQUATELY CONSTRUCTED AND BRACED SHORING SYSTEM FOR EMPLOYEES WORKING IN AN EXCAVATION THAT MAY EXPOSE EMPLOYEES TO THE DANGER OF MOVING GROUND.
10. ALL REFERENCES TO M.D.O.T. SPECIFICATIONS ARE TO BE IN ACCORDANCE WITH THE M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.

PAVING NOTES:

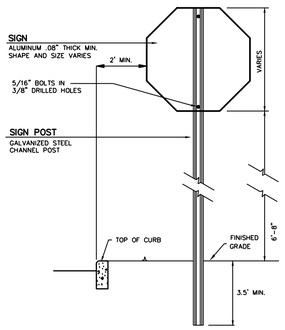
1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF NORTHFIELD TOWNSHIP AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION.
2. IN AREAS WHERE NEW PAVEMENTS ARE BEING CONSTRUCTED, THE TOPSOIL AND SOIL CONTAINING ORGANIC MATTER SHALL BE REMOVED PRIOR TO PAVEMENT CONSTRUCTION.
3. SUBGRADE UNDERCUTTING, INCLUDING BACKFILLING SHALL BE PERFORMED TO REPLACE MATERIALS SUSCEPTIBLE TO FROST HEAVING AND UNSTABLE SOIL CONDITIONS. ANY EXCAVATIONS THAT MAY BE REQUIRED BELOW THE TOPSOIL IN FILL SECTIONS OR BELOW SUBGRADE IN CUT SECTIONS, WILL BE CLASSIFIED AS SUBGRADE UNDERCUTTING.
4. SUBGRADE UNDERCUTTING SHALL BE PERFORMED WHERE NECESSARY AND THE EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ANY SUBGRADE UNDERCUTTING SHALL BE BACKFILLED WITH SAND OR OTHER SIMILAR APPROVED MATERIAL. BACKFILL SHALL BE COMPACTED TO 95% OF THE MAXIMUM UNIT WEIGHT (PER ASTM D-1557) UNLESS OTHERWISE SPECIFIED.
5. BACKFILL UNDER PAVED AREAS SHALL BE AS SPECIFIED ON DETAILS.
6. ANY SUB-GRADE WATERING REQUIRED TO ACHIEVE REQUIRED DENSITY SHALL BE CONSIDERED INCIDENTAL TO THE JOB.

GENERAL UTILITY NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF NORTHFIELD TOWNSHIP, M.D.O.T. AND THE WASHTENAW COUNTY ROAD COMMISSION, AS APPLICABLE.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES, WHICH MIGHT AFFECT THIS JOB.
3. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY-FIVE (45) DEGREE ZONE OF INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST NINETY-FIVE (95) PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER TRENCHES TO BE COMPACTED TO 90% OR BETTER.
4. WHENEVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES 4" CENTER TO CENTER, AROUND PERIPHERY OF OPENING TO CREATE A PLANE OF WEAKNESS JOINT BEFORE BREAKING SECTION OUT.
5. EXACT GRADES AND DEPTHS OF UTILITIES ARE TO BE CHECKED CLOSELY WITH THE FIELD ENGINEER PRIOR TO INSTALLATION.

WATER MAIN NOTES:

1. ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF 6.0' BELOW FINISH GRADE. WHEN WATER MAINS MUST DIP TO PASS UNDER A STORM SEWER OR SANITARY SEWER, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH BY THE USE OF VERTICAL TWENTY TWO AND A HALF (22.5°) DEGREE BENDS, PROPERLY ANCHORED.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF NORTHFIELD TOWNSHIP.
3. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY-FIVE (45) DEGREE ZONE OF INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST NINETY-FIVE (95) PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER TRENCHES TO BE COMPACTED TO 90% OR BETTER.
4. ALL TEE'S, BENDS, CONNECTIONS, ETC. ARE CONSIDERED INCIDENTAL TO THE JOB.
5. PHYSICAL CONNECTIONS SHALL NOT BE MADE BETWEEN EXISTING AND NEW WATER MAINS UNTIL TESTING IS SATISFACTORILY COMPLETED.
6. MAINTAIN 10' HORIZONTAL CLEARANCE BETWEEN OUTER EDGE OF WATER MAIN AND ANY SANITARY SEWER OR STRUCTURE.
7. ALL WATER MAIN 4" & LARGER SHALL BE DUCTILE IRON CLASS 54 WITH POLYETHYLENE WRAP (IF REQUIRED BY TOWNSHIP).
8. ALL WATER SERVICES (2" DIAMETER) SHALL BE TYPE K COPPER PER TOWNSHIP STANDARDS.
9. REFER TO THE NORTHFIELD TOWNSHIP STANDARD DETAILS FOR WATER MAIN CONSTRUCTION FOR ADDITIONAL INFORMATION.



SIGN AND POST INSTALLATION IN LANDSCAPED AREAS
NOT TO SCALE



12" x 6"
GREEN BORDER AND TEXT
REFLECTORIZED
MOUNT UNDERNEATH (R7-8)
(R7-8A)

VAN ACCESSIBLE SIGN DETAIL
NOT TO SCALE



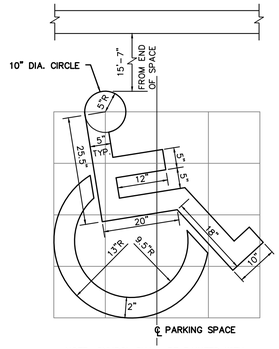
COLORS:
LEGEND & BORDER = GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND = WHITE
R7-8 (12"x18")

1 BARRIER FREE PARKING SIGN DETAIL
NOT TO SCALE



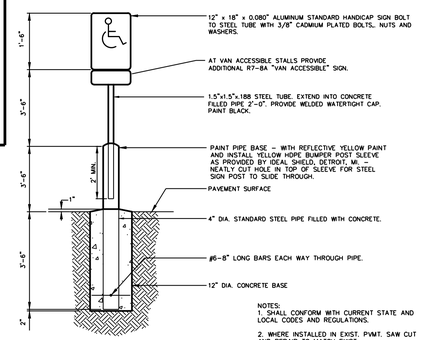
12" x 18"
RED ON WHITE REFLECTORIZED
6'-8" MOUNTING HEIGHT
LR7-22

2 NO PARKING SIGN DETAIL
NOT TO SCALE



NOTE: SYMBOL SHALL BE PAINTED WITH BLUE TRAFFIC PAINT. WITHIN OUTLINE SHOWN.

STANDARD BARRIER FREE SYMBOL FOR PARKING SPACE
NOT TO SCALE

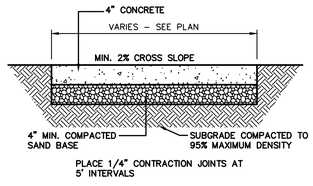


SIGN AND POST INSTALLATION IN PAVED AREAS
NOT TO SCALE



30" x 30"
WHITE ON RED REFLECTORIZED
7'-0" MOUNTING HEIGHT
(R1-1)

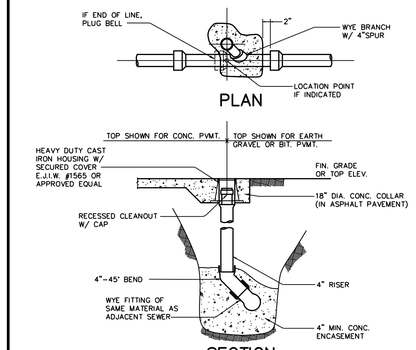
3 STOP SIGN DETAIL
NOT TO SCALE



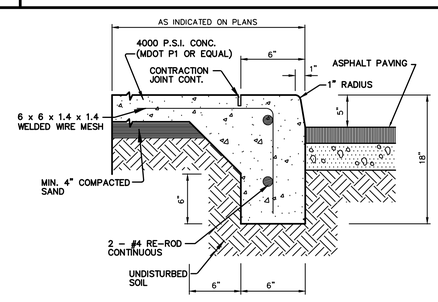
PLACE 1/4" CONTRACTION JOINTS AT 5' INTERVALS

PLACE 1/2" EXPANSION JOINTS AT 40' INTERVALS (MAX.)

CONCRETE SIDEWALK
N.T.S.

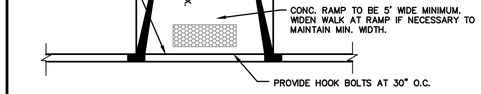


SECTION
SEWER CLEANOUT
N.T.S.

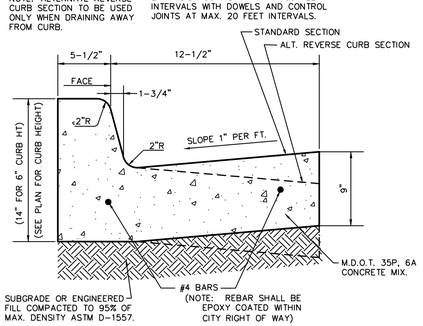


CONTRACTION JOINTS TO BE 2 1/2" DEEP, TRANSVERSE CONTRACTION JOINTS SPACED AT 5' INTERVALS (TOOLED). EXPANSION JOINTS TO BE 1/2" PREMOLDED FILLER, SPACED A MAXIMUM OF 30' APART.

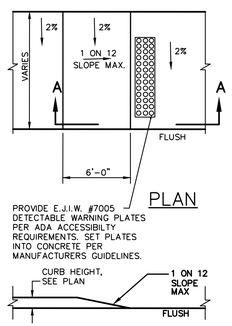
INTEGRAL CURB AND WALK
NOT TO SCALE



SIDEWALK RAMP TYPE "B"
(N.T.S.)



STANDARD CONCRETE CURB AND GUTTER
(FOR USE ON-SITE ONLY)
NOT TO SCALE



RAMP AND CURB DROP 'TYPE A'
N.T.S.

No.	DATE	BY	DESCRIPTION
1.	4-15-20	TSS	INCREASED OPEN SPACE & DECREASED PARKING

REVISIONS

STATE OF MICHIGAN
TIM S. STOREY
ENGINEER
NO. 43017
LICENSED PROFESSIONAL ENGINEER

CAUTION!!
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48264 MANCHESTER
MACOMB, MI 48044
(586) 216-1043
www.storeyengineering.com

GS ASHLEY
338 S ASHLEY STREET
ANN ARBOR, MI 48104

NOTES + DETAILS
22 BARKER ROAD
22 BARKER ROAD
T1S, R6E, SECTION 5, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MI

DES.	TSS	DN.	TSS	SUR.	TSS	P.M.	TSS

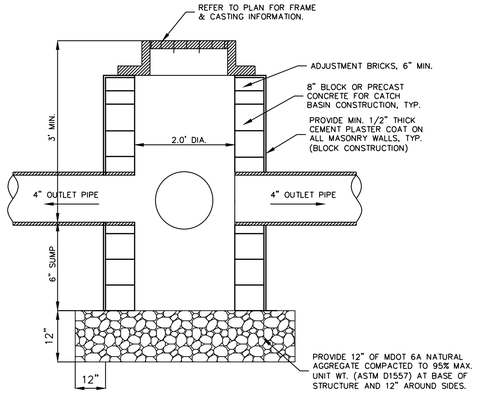
S:\SEG\2019 PROJECTS\2019-025 22 BARKER - NORTHFIELD TWP\CIVIL\SITE PLAN\PSP-4.1 NOTES + DETAILS.DWG

ORIGINAL ISSUE DATE: 2/27/2020

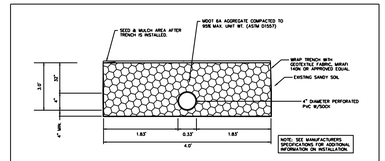
Project No. 2019-025

SCALE: 1" = 40'

DRAWING NUMBER:
PSP-4.1



2' DIA. DRY WELL DETAIL
(N.T.S.)



INFILTRATION TRENCH DETAIL #2
(N.T.S.)

Infiltration Calculations: (DRYWELL)

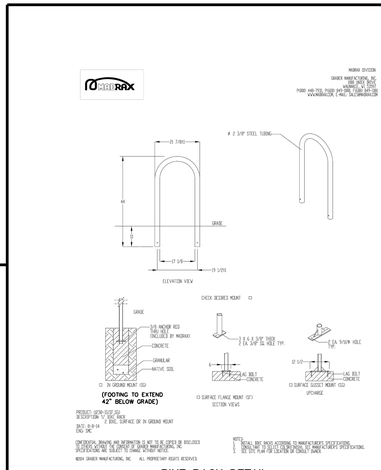
TRIBUTARY AREA = 4,074 SF
Required Volume to be infiltrated = (4,074) x 2" x (1/12) = 679 CF

Connect Site Drainage to Infiltration Trenches.
Total Length of Infiltration Trench = 92 LF
Width of infiltration trench = 4 feet (Bottom Trench Area = 368 SF)
Assumed depth of infiltration trench = 4.0 feet
Assumed Void Ratio of Infiltration Trench Backfill = 0.30
ASSUMED Infiltration Rate Based on Soil Survey = 2.00 in/hr

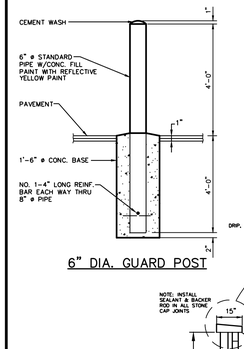
Retention/Infiltration Volume:
1) Surface Volume is approximately 60 CF.
2) Soil Storage Volume (CF) = 92 x 4' x 4.0' depth x 0.30 = 442 CF
3) Infiltration Volume (Using 6 hours for infiltration credit) =
= 368 SF x 2.00 in/hr x 6 HR x (1/12) = 368 CF
(50% reduction per WCWRC) = 184 CF

Total Retention/Infiltration Volume Provided = 686 CF

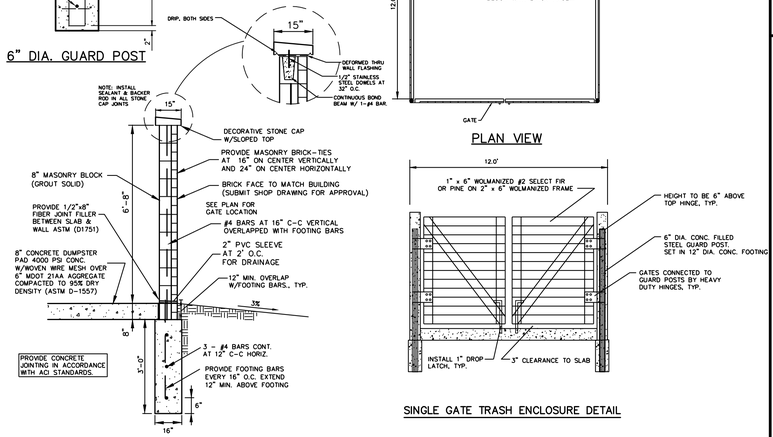
686 CF > 679 CF, therefore OK.



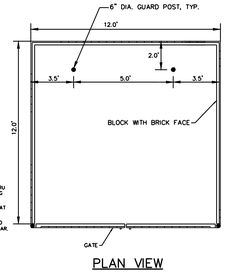
BIKE RACK DETAIL
NOT TO SCALE



6" DIA. GUARD POST



TRASH ENCLOSURE WALL
CROSS-SECTION



PLAN VIEW

SINGLE GATE TRASH ENCLOSURE DETAIL

TRASH ENCLOSURE DETAILS
(N.T.S.)

No.	DATE	BY	DESCRIPTION
1	4-15-20	TSS	INCREASED OPEN SPACE & DECREASED PARKING

REVISIONS

STATE OF MICHIGAN
TIM S. STOREY
ENGINEER
No. 43017
LICENSED PROFESSIONAL ENGINEER

CAUTION!!
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DETAILS
22 BARKER ROAD
T1S, R6E, SECTION 5, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MI

DES.	TSS	DN.	TSS	SUR.	TSS	P.M.	TSS

S:\SEG\2019 PROJECTS\2019-025_22 BARKER - NORTHFIELD TWP\DWGS\ST PLANS\PSP-4.2 DETAILS.DWG

ORIGINAL ISSUE DATE: 2/27/2020

Project No. 2019-025

SCALE: 1" = 40'

DRAWING NUMBER:
PSP-4.2

LEGAL DESCRIPTION (AS PROVIDED)

(PER WARRANTY DEED L.5111-P.366)

PARCEL TAX NUMBER: B-02-05-253-005

LEGAL DESCRIPTION:

Property situated in the Township of Northfield, Washtenaw County, Michigan.

Commencing at the West 1/4 corner of Section 5,Town 1 South, Range 6 East Northfield Township Washtenaw County, Michigan; thence along the West line of said Section 5 North 01 degrees 34 minutes 00 seconds West 107.58 feet thence along the centerline of Barker Road, North 48 degrees 30 minutes 00 seconds East 355.34 feet for a Point of Beginning: Thence North 41 degrees 16 minutes 15 seconds West 127.46 feet; thence North 47 degrees 37 minutes 15 seconds East 132.89 feet thence along the Southwesterly line of Main Street (Whitmore Lake Road - as monumented) South 41 degrees 41 minutes 30 seconds East 129.50 feet; thence along the centerline of Barker road South 48 degrees 30 minutes 00 seconds West 133.81 feet to the point of beginning being part of the Northwest 1/4 of said Section 5 and being subject to easements and restrictions of record, if any.

Historically described as the following:
Township of Northfield, County of Washtenaw and State of Michigan:
Commencing on the intersection of the highway running North and South along the West side of Whitmore Lake and a Highway running West from the said highway, and being on the North side of the hotel known as the Lake house; thence within the center of said highway about seven rods to land owned by Walter Spiegelberg; thence West about nine (9) rods along the South line of said Spiegelberg land to land formally owned by Michael Tobin (now owned by Mr. W. Stilson); thence South along the East line of said Tobin or Stilson land about 7 rods to the center of the highway; thence East along the center of the highway about 9 rods to the Place of Beginning, above land being in Section 5, Town 1 South, Range 6 East, Township of Northfield, County of Washtenaw, State of Michigan. Subject to easements and right of ways of record.

Commonly Known As: 9615 Main/22 Barker
Tax Number: B02-05-253-005

BEARING REFERENCE

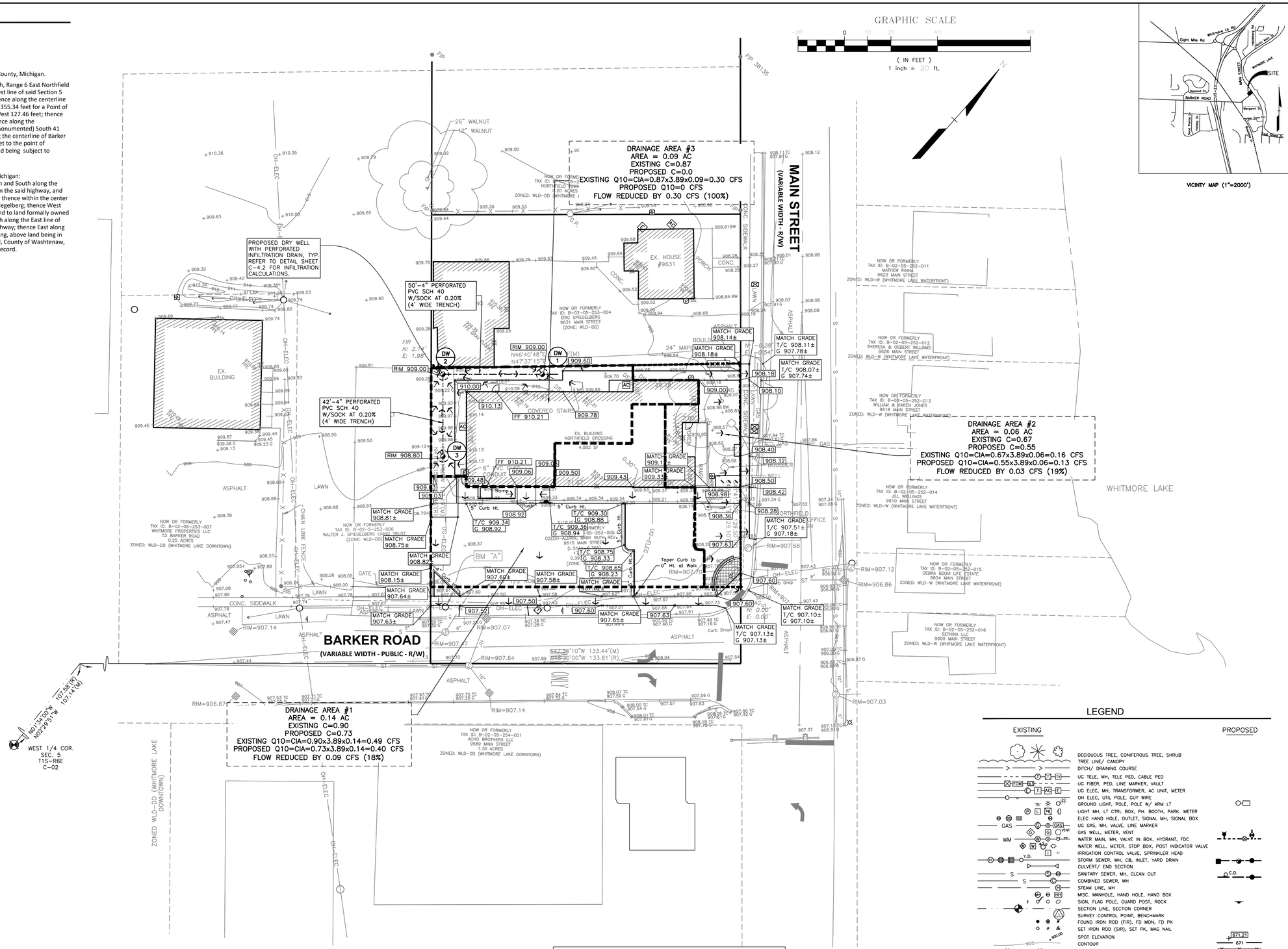
BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83
(CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND.
(LAT: 42°25'26.06"N, LON: 83°45'46.95"W, ELEV: 925, SCALE FACTOR: 1.0001050805)

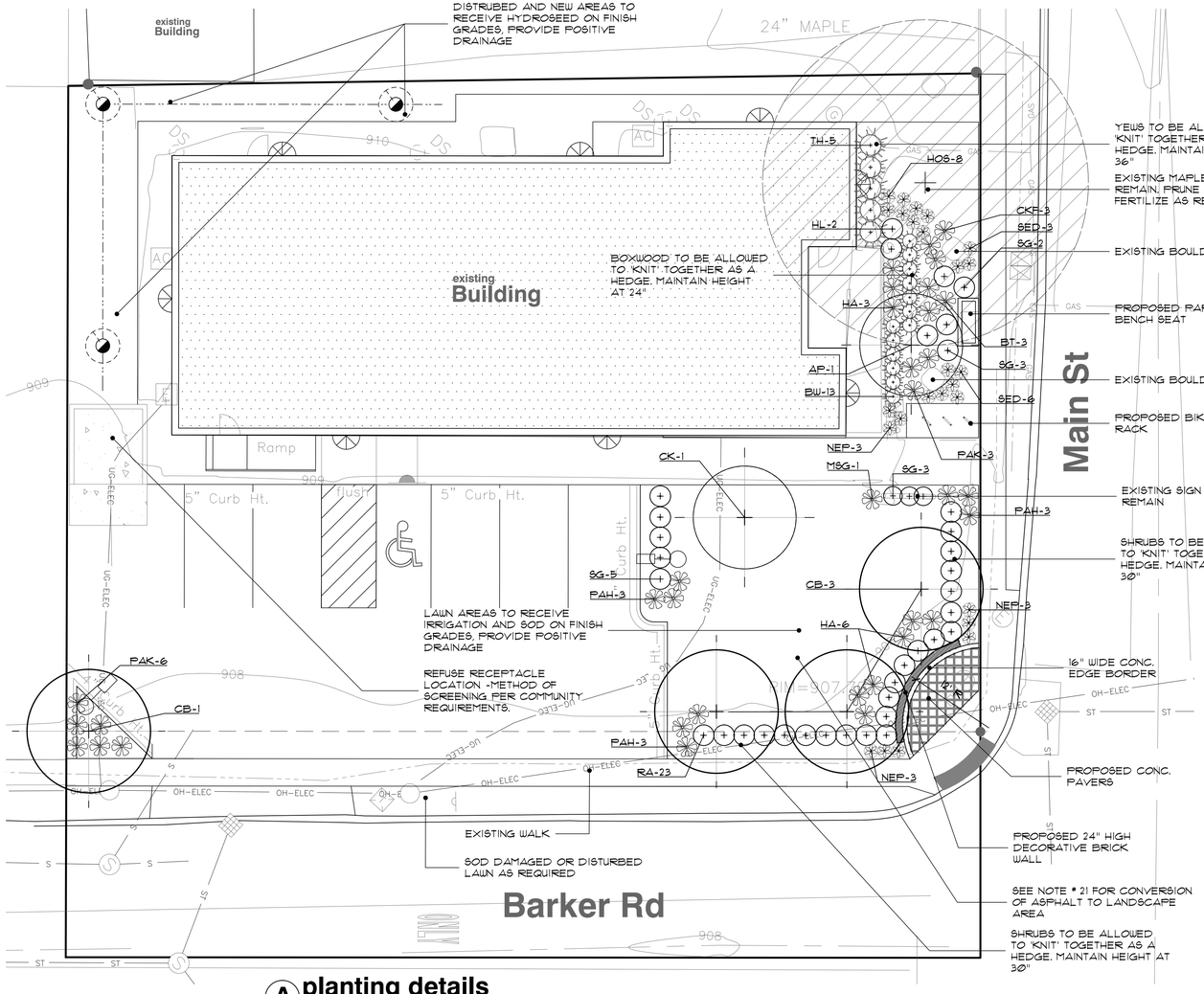
BENCHMARKS

DATUM: NAVD88

BM A:
BENCHTIE NORTH SIDE OF UTILITY POLE, 23'±
NORTHWEST OF CENTERLINE BARKER ROAD & 153'±
SOUTHWEST OF CENTERLINE MAIN STREET.
ELEV = 908.59

BM B:
ELECTRIC MANHOLE, 23'± SOUTHWEST OF CENTERLINE
OF MAIN STREET & 48'± NORTHWEST OF BARKER ROAD.
ELEV = 907.68





A planting details

SCALE: 1"=20'-0"

general landscape notes:

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISITNG CONDITIONS, REVIEW PROPOSED PLANTINGS AND RELATED WORK, CONTACT THE OWNER AND/OR LANDSCAPE ARCHITECT WITH ANY CONCERNS OR DISCREPANCY BETWEEN THE PLAN, PLANT MATERIAL LIST, AND/OR SITE CONDITIONS.
2. PRIOR TO BEGINNING OF CONSTRUCTION ON ANY WORK, CONTRACTORS SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES, GAS, ELECTRIC, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER PRIOR TO COMMENCING.
3. NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN-DISCREPANCY WITH LANDSCAPE ARCHITECT.
4. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON SITE IF NECESSARY.
5. ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY NORTHFIELD TWP. AND LANDSCAPE ARCHITECT.
6. ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAIL SHOWN ON PLAN.
7. PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARDBARK MULCH.
8. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.
9. NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.
10. REMOVE ALL TWINE, WIRE AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS. 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE WITH 3" FILLED AWAY FROM TRUNK , 4" THICK BARK MULCH FOR SHRUBS AND 4" THICK BARK MULCH FOR PERENNIALS.
11. PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
12. PROVIDE SOD FOR ALL NEW AND DISTURBED LAWN AREAS UNLESS NOTED OTHERWISE.
13. ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.
14. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THEN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
    a.). SHADE TREES _____ 5 FT.
    b.). ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) _____ 10 FT.
    c.). SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY _____ 2 FT.
15. NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.
16. ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS A MIN. OF 16"-18" DEPTH. BACK FILL WITH GOOD, MEDIUM TEXTURED PLANTING SOILS. ADD A MIN. 4" OF TOPSOIL OVERFILL TO FINISH GRADE. PROVIDE POSITIVE DRAINAGE.
17. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.
18. ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPRIATE DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.
19. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.
20. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF TWO YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLTION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE TOWNSHIP OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.
21. CONVERSION OF ASPHALT AND GRAVEL AREAS TO LANDSCAPE.. SHALL INCLUDE THE FOLLOWING:
    REMOVE ALL ASPHALT, GRAVEL AND COMPACTED EARTH. EXCAVATION OF 12"-16" WILL BE NECESSARY DEPENDING OF DEPTH OF SUB BASE.
    REPLACE EXCAVATED MATERIAL WITH GOOD CLEAN FILL TO AT LEAST A 2" CROWN ABOVE THE CURB, WALK AND ADJOINING GRADE. PROVIDE A MIN. OF 4" OF CLEAN TOP SOIL TO FINISH GRADES.

plant material list

key	quant. LS-1	botanical name	common name	size	comments
		LARGE AND SMALL DECIDUOUS TREES			
CB	4	CARPINUS BETULA 'FASTIGIATA'	COLUMNAR EUROPEAN HORNBEAN	3" BB	
AP	1	ACER P. 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	6' BB	
CK	1	CORNUS KOUSA	KOUSA DOGWOOD	3" BB	
		SHRUBS			
HA	9	HYDRANGEA ANNEBELLE	ANNABELLE HYDRANGEA	#5 CONT	
SG	13	SPIRAEA X.B. BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	#5 CONT	
BW	13	BUXSUS M. 'GREEN VELVET'	GREEN VELVET BOXWOOD	18" BB	24" O.C. SPACING
TH	5	TAXUS XM. 'HICKSII'	HICKS YEW	36" BB	32" O.C. SPACING
HL	2	HYDRANGEA 'LINDSEY ANN'	LA DREAMIN HYDRANGEA	#5 CONT.	
BT	3	BERBERIS T. 'CRIMSOM PYGHY'	CRIMSON PYGHY JAPANESE BARBERRY	#3 CONT.	
RA	23	RIBES ALPINUM	APLINE CURRANT	#3 CONT.	32" O.C. SPACING
		PERENNIALS AND GRASSES			
CKF	3	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	
PAH	9	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	#3 CONT.	
PAK	3	PENNISETUM ALOPECUROIDES 'KARLEY ROSE'	KARLEY ROSE FOUNTAIN GRASS	#3 CONT.	
MSG	1	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT JAPANESE SILVER GRASS	#3 CONT.	
NEP	9	NEPETA X FAASSENII 'JUNIOR WALKER'	JUNIOR WALKER NEPETA	#1 CONT.	
HOS	8	HOSTA 'PATRIOT'	PATRIOT HOSTA	#1 CONT.	
SED	9	SEDUM SPECTABILE 'NEON'	NEON SEDUM	#1 CONT.	



B conc. pavers



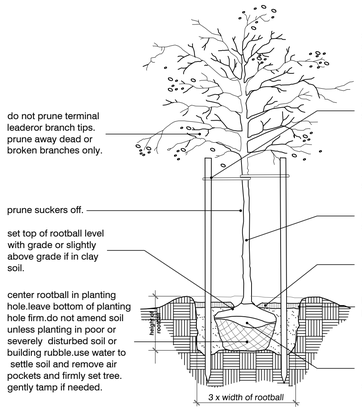
C bench seating

(1-CONDITIONS)
BENCH SEAT BY ANOVA SITE FURNISHING
MODEL NO. SLEXC6
211 NORTH LINDBERGH BLVD, SUITE 200
ST. LOUIS, MISSOURI 63141-7809
PH. (800) 231-1327



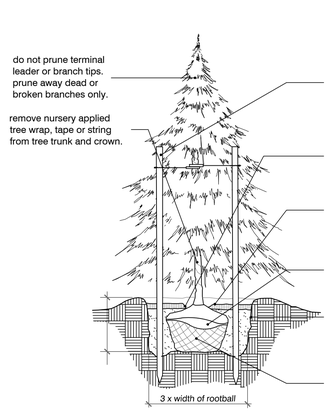
D bench height low brick wall

(1-CONDITIONS)



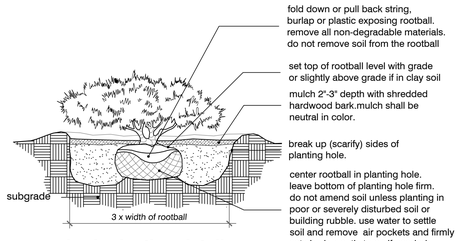
tree planting detail

no scale



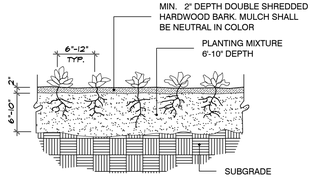
evergreen planting detail

no scale



shrub planting detail

no scale



perennial planting detail

no scale

FPA
FELINO A. PASCUAL and ASSOCIATES
Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, suite G
Farmington Hills, MI 48336
ph. (248) 557-5588
fax. (248) 557-5416

seal:



client:

GS Ashley
338 S Ashley Street
Ann Arbor, Michigan
48140

project:

22 Barker Street

project location:
Northfield Twp., Michigan
22 Barker Street

sheet title:

landscape planting detail

job no./issue/revision date:

LS20.041.02 SPA 2-25-2020
LS20.041.04 SPA 4-17-2020

drawn by:
JP,DK

checked by:
FP

date:
2-18-2020

notice:

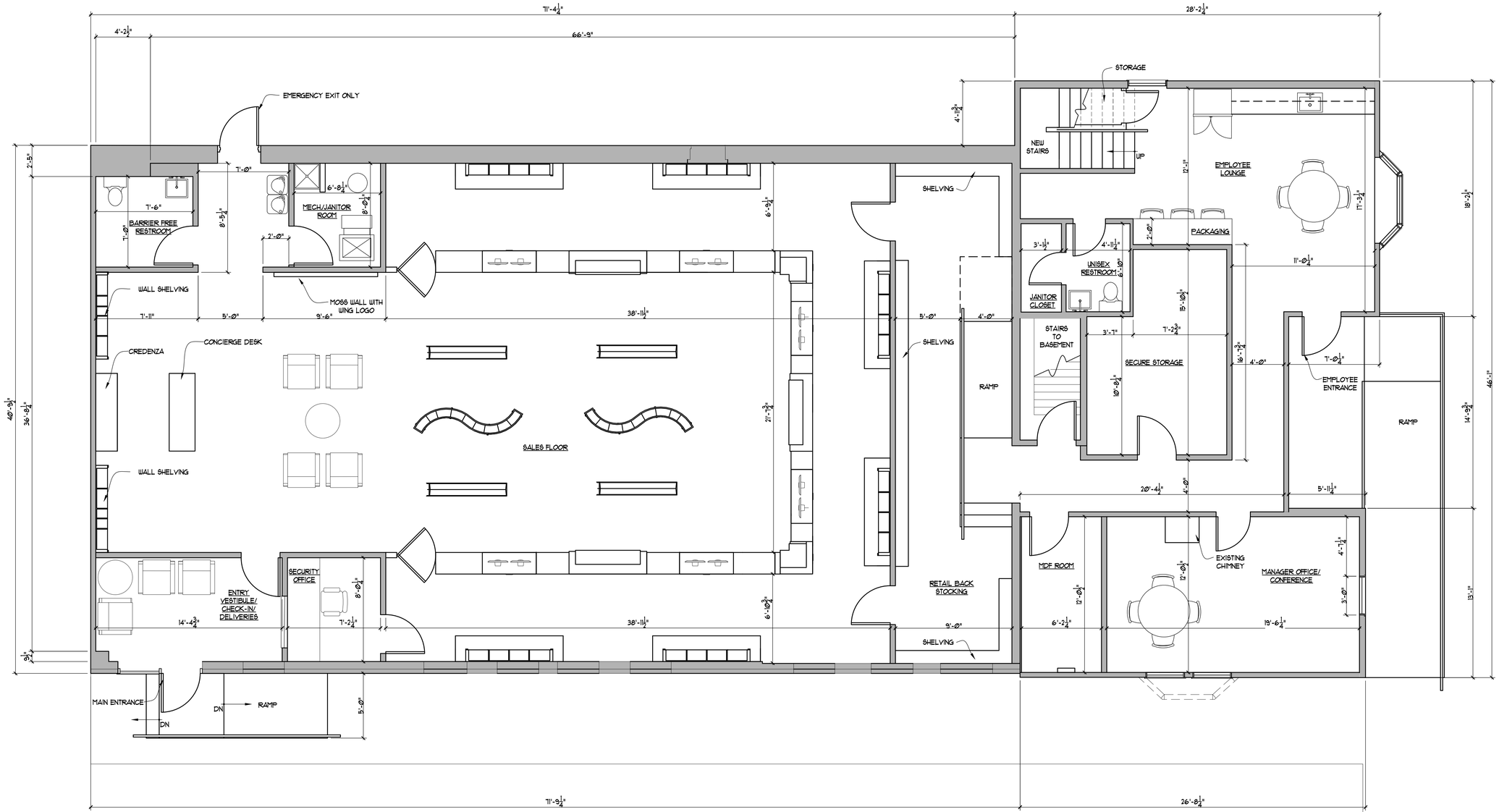
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for free locaton of public utility lines

The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no:
LS20.041.02

sheet no:
LS-1



PROPOSED FLOOR PLAN

SCALE: ¼" = 1'-Ø"

DesignTeam+
Architecture
Interior Design

STATE OF MICHIGAN
HAROLD REMLINGER
ARCHITECT
No. 1301055999
LICENSED ARCHITECT

DesignTeam
975 E. Maple Road, Suite 210
Birmingham, Michigan 48009

P: 248. 559. 1000

info@designteamplus.com

Client

GS ASHLEY

338 S ASHLEY STREET
ANN ARBOR, MI 48104

Project

ONE TWO TREE, LLC.

22 BARKER ROAD
NORTHFIELD TOWNSHIP, MI

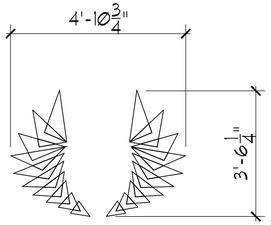
Designed/Drawn	HJR/DM
Checked/Approved	HJR
Job #	326-2019
File	Commercial CDs_2019.dwg

Date/Revisions	Issue for
03/09/2020	LICENSING
04/20/2020	SITE PLAN APPROVAL AND ADDITIONAL LAND USE

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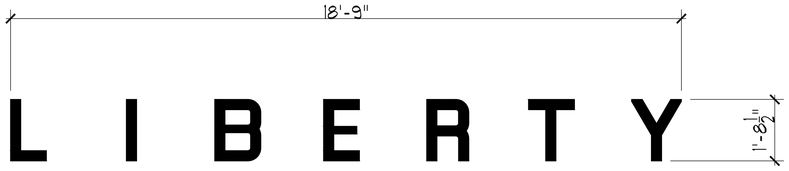
SHEET:

A-200



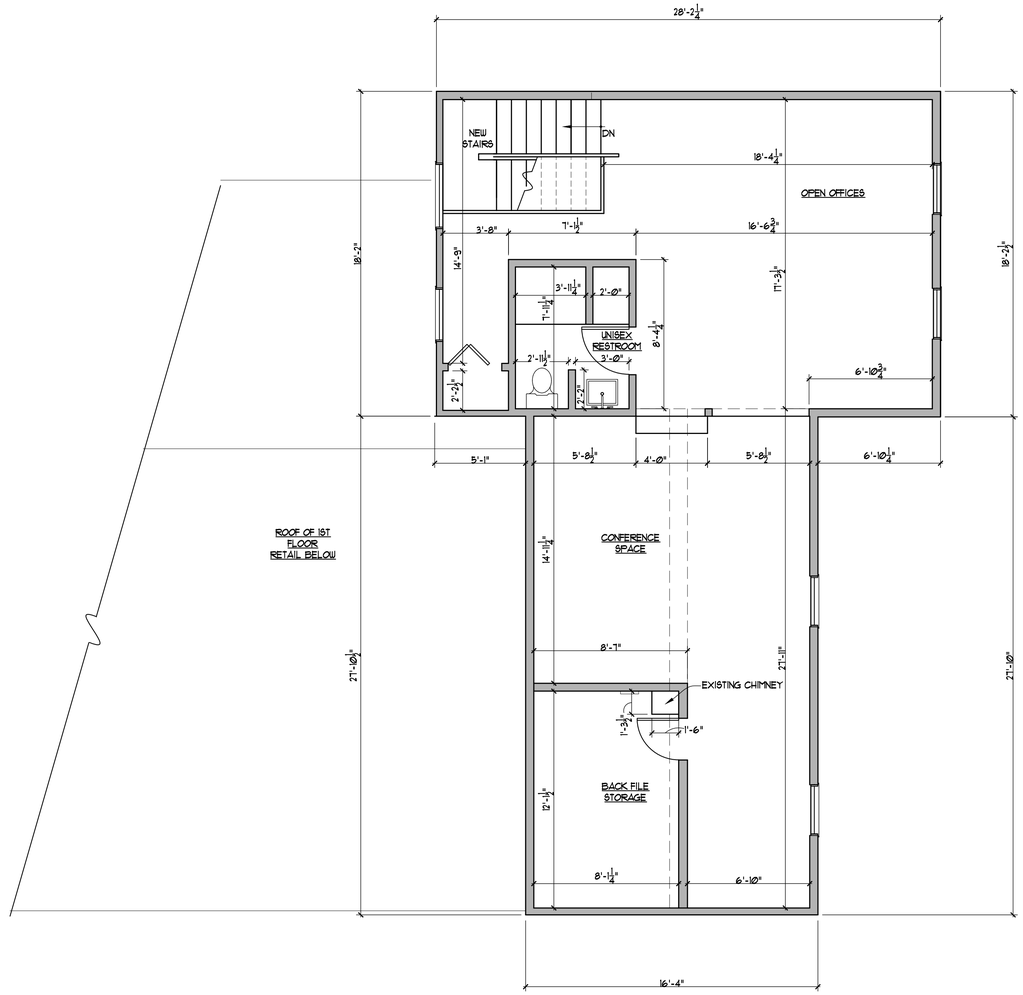
LOGO

SIGN AREA		
TYPES		SQ. FT.
LOGO	4'10-3/4" X 3'6-1/4" =	17.34
BUSINESS NAME	18'9" X 1'8-1/2" =	32.22
	TOTAL =	49.56
ALLOWABLE		142
NOTE:		
TOTAL SIGN AREA FOR WALL SIGNS SHALL NOT EXCEED TWO (2) SQUARE FEET FOR EACH FOOT OF LENGTH OF THE WALL TO WHICH IT IS AFFIXED. WALL SIGNS SHALL NOT PROJECT MORE THAN ONE (1) FOOT FROM THE WALL FACE, AS MEASURED TO THE FARTHEST FACE OF THE SIGN.		



NAME

EXTERIOR SIGNAGE



PROPOSED SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

DesignTeam+
Architecture
Interior Design

STATE OF MICHIGAN
HAROLD REMLINGER
ARCHITECT
No. 1301055999
LICENSED ARCHITECT

DesignTeam
975 E. Maple Road, Suite 210
Birmingham, Michigan 48009

P: 248. 559. 1000

info@designteamplus.com

Client

GS ASHLEY

338 S ASHLEY STREET
ANN ARBOR, MI 48104

Project

ONE TWO TREE, LLC.

22 BARKER ROAD
NORTHFIELD
TOWNSHIP, MI

Designed/Drawn	HJR/DM
Checked/Approved	HJR
Job #	326-2019
File:	Commercial CDs_2019.dwg

Date/Revisions	Issue for
03/09/2020	LICENSING
04/20/2020	SITE PLAN APPROVAL AND ADDITIONAL LAND USE

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SHEET:

A-201



CONCEPTUAL INTERIOR RENDERING

SCALE: NTS

DesignTeam+
Architecture
Interior Design

STATE OF MICHIGAN
HAROLD REMLINGER
ARCHITECT
No. 1301055999
LICENSED ARCHITECT

DesignTeam
975 E. Maple Road, Suite 210
Birmingham, Michigan 48009

P: 248. 559. 1000

info@designteamplus.com

Client

GS ASHLEY

338 S ASHLEY STREET
ANN ARBOR, MI 48104

Project

ONE TWO TREE, LLC.
22 BARKER ROAD
NORTHFIELD
TOWNSHIP, MI

Designed/Drawn	HJR/DM
Checked/Approved	HJR
Job #	326-2019
File	Commercial CDs_2019.dwg

Date/Revisions	Issue for
03/09/2020	LICENSING
04/20/2020	SITE PLAN APPROVAL AND ADDITIONAL LAND USE

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SHEET:

A-500



D-Series Size 0
LED Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

d-series

Introduction

The modern styling of the D-Series is striking yet unobtrusive – making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA: 0.95 ft² (.09 m²)

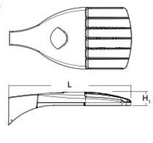
Length: 26" (66.0 cm)

Width: 13" (33.0 cm)

Height$_1$: 3" (7.62 cm)

Height$_2$: 7" (17.8 cm)

Weight (max): 16 lbs (7.25 kg)



A+ Capable options indicated by this color background.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P4 P7 P2 P5 P3 P6 **Rotated optics** P10[2] P12[2] P11[2] P13[2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short TSS Type V short TSM Type V medium TSW Type V wide BLC Backlight control[3] LCCO Left corner cutoff[3] RCCO Right corner cutoff[3]	MVOLT[1,4] 120[4] 208[4] 240[4] 277[4] 347[4,5] 480[4,5] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]	**Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor[7] RPUMBA Round pole universal mounting adaptor[7] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]

Control options		Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[8,9] PIRHN Network, high/low motion/ambient sensor[8] PER NEMA twist-lock receptacle only (control ordered separate)[10] PERS Five-pin receptacle only (control ordered separate)[10,11] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate)[10,11] DMG 0-10V dimming extend out back of housing for external control (control ordered separate)[12]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[8,9] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[8,9] PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[8,9] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[8,9] FAO Field adjustable output[9]	**Shipped installed** HS House-side shield[13] SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] L90 Left rotated optics[2] R90 Right rotated optics[2] DDL Diffused drop lens[13] **Shipped separately** BS Bird spikes[14] EGS External glare shield[14]	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

LITHONIA LIGHTING
COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.705.7378 • www.lithonia.com
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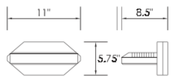
DSX0 LED
Rev. 09/12/19
Page 1 of 8

7046 LED

IDA DARK SKY APPROVED 2018 — 27K/30K ONLY

PROJECT:
MODEL #:
FIXTURE TYPE:





c SP us WET — BUY AMERICAN T24 COMPLIANT

STANDARD SPECIFICATIONS

HOUSING
Full cut-off die cast housing designed for rugged applications. The housing features a separate ballast compartment that attaches directly to a j-box. The design of the fixture does not require opening the lighting area for any reason.

REFLECTOR
Formed white steel, mounted in position with hardware.

LENS
Clear, high impact acrylic installed with a continuous rubber seal.

LED PERFORMANCE - 3500K STANDARD
120-277V - 3500K, 82 CRI - L80 rating - 60,000 hrs - L70 rating (projected) - 100,000 hrs
Amperage rated @ 110V input
Operating ambient temperature: -20°C / -4°F - 40°C / 104°F

Standard 3500K source lumens noted. Consult Brownlee.com for performance of all CCTs.
C09 - 9W nominal, .10 A input - 1200 lm - 144 lm/W. Dimmable (0-10V).
C13 - 13W nominal, .10 A input - 1430 lm - 116 lm/W. Dimmable (0-10V).
C17 - 16W nominal, .15 A input - 2050 lm - 132 lm/W. Dimmable (0-10V).
C24 - 23W nominal, .20 A input - 2950 lm - 131 lm/W. Dimmable (0-10V).
D30 - 30W nominal, .28 A input - 3111 lm - 105 lm/W. Non-dimming.

MOUNTING
The 7046 series can be mounted downlight only and is designed to be mounted directly to j-box (by others).

FINISH
This series is available in a standard bronze polyester powder coat.

ORDERING INFORMATION

7046 - _____ - _____ - _____
Model 2. 3. 4. (if required)

2. WATTAGE

C09	9W C Series LED
C13	13W C Series LED
C17	16W C Series LED
C24	23W C Series LED
D30	30W D Series LED

3. COLOR TEMPERATURE

35K	3500K standard color temperature
27K	2700K color temperature (C Series only)
30K	3000K color temperature (C Series only)
40K	4000K color temperature (C Series only)

4. AVAILABLE OPTIONS

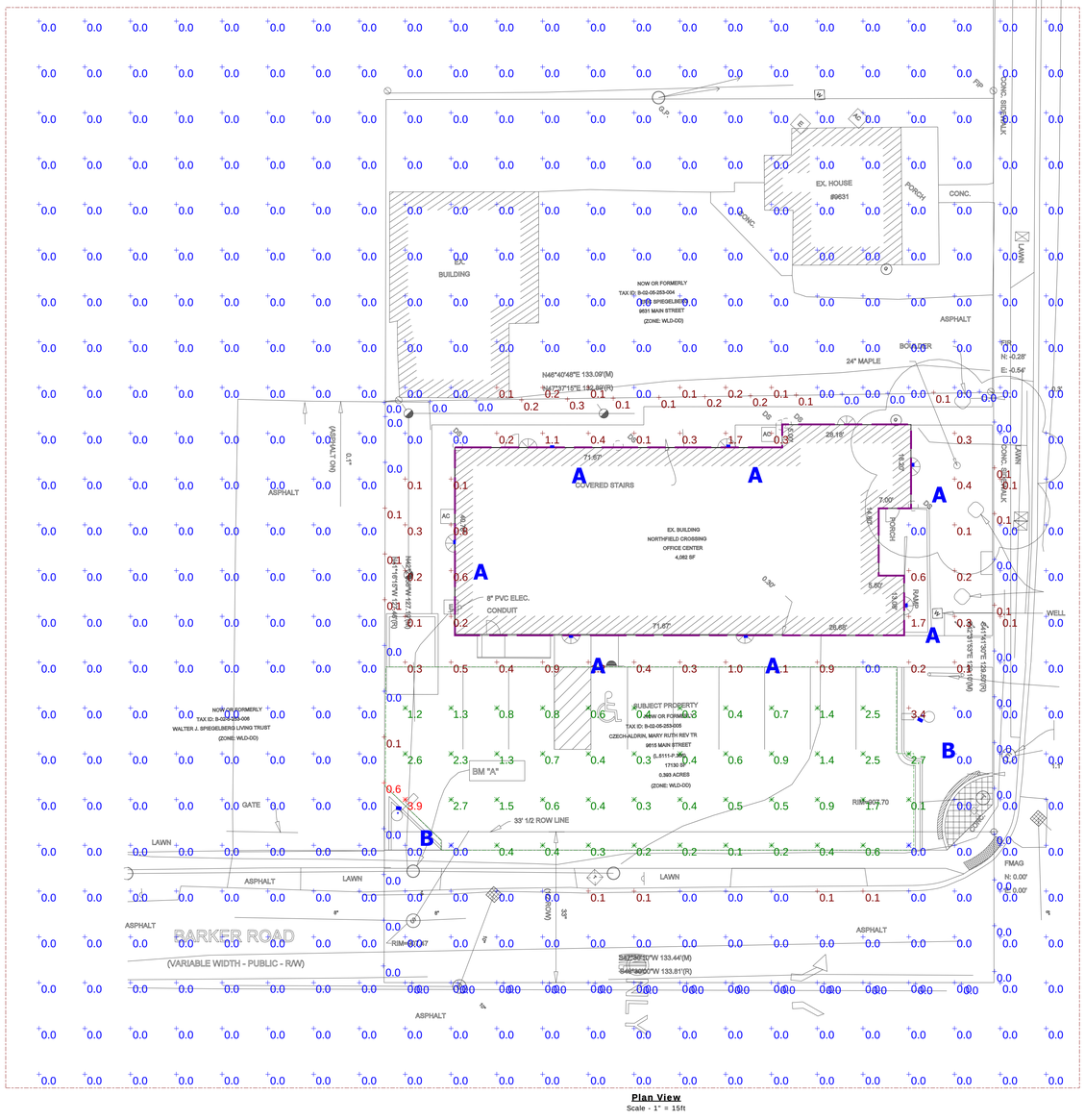
BAC[1]	Buy American Compliant
DTR[4]	Triac/Line Voltage) Dimming (120V) (C Series only)
ECW[5]	Extreme Cold Weather (-40°C / -40°F min.)
ES[6]	ENERGY STAR® (C Series only)
FCL[7]	French Canadian Labels
PO1	Photo Control (120V)
PO2	Photo Control (208, 240, 277V)
T24[8]	Title 24 Compliant (C13 in 3000K only)

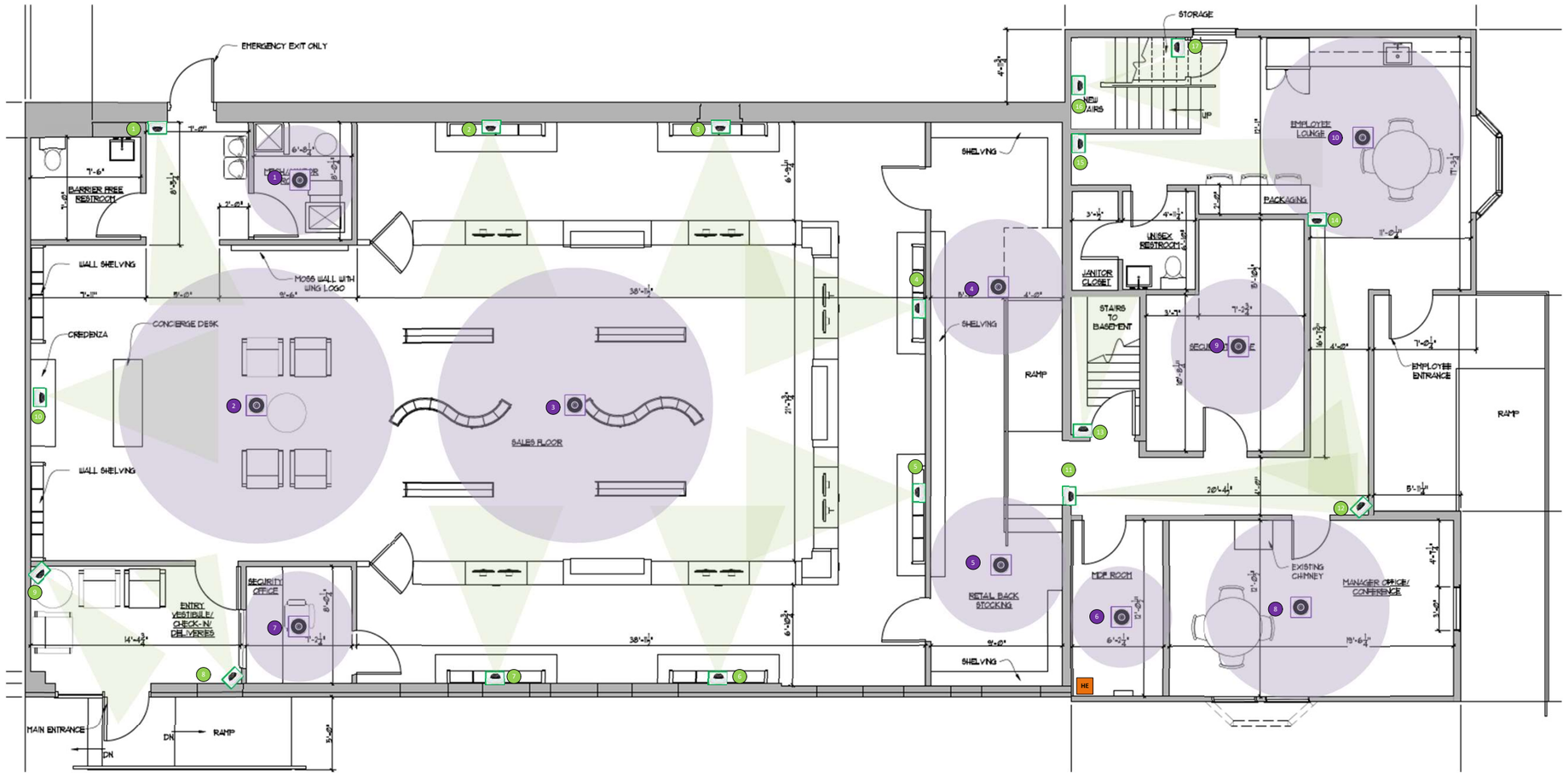
Notes: (5) 90R - cannot be combined with ES or T24 **(1) BAC** - cannot be combined with FCL **(2) BBI/BBS/BBC** - cannot be combined with DTR, ECW, EXT, or T24 **(3) BLD** - cannot be combined with DTR, OCC, or T24 **(4) DTR** - cannot be combined with BBI, BBC, BBS, BLD or T24 **(5) ECW** - cannot be combined with BBI, BBC, or DTR **(6) ES** - cannot be combined with 90R, DTR, FCL, or T24 **(7) FCL** - cannot be combined with BAC, ES, or T24 **(8) OCC** - cannot be combined with BLD **(9) T24** - cannot be combined with 90R, BBI, BBC, BBS, BLD, DTR, ES, or FCL **(10) BBS** - cannot be combined with BLD, DTR, ECW, EXT, OCC, or T24 **(11) PCW/PC4** cannot be combined with BLD or OCC
Add'l Notes: *BBI/BBS/BBC - standard BBI (and BBS) option has a minimum operating temperature of 150°SSF. BBC option has a minimum operating temperature of -20C/-4F. ****BLD** - Bi-Level Dimming is field adjustable from 100% to a dimmed light level of 10, 20, 30, or 50%. All units are factory set at 50%.

Specifications and dimensions subject to change without notice.
Consult your Brownlee Lighting representative for availability and ordering information.

BROWNLEE LIGHTING
www.brownlee.com

REVISED 20190315


BM "A"
33' 1/2 ROW LINE
EX. BUILDING
EX. HOUSE
#9631
PORCH
CONC.
ASPHALT
24" MAPLE
BOULDER
N46°40'48"E 133.09'(M)
N47°23'15"E 132.99'(R)
NOW OR FORMERLY
TAX ID: B-02-05-253-004
WALTER J. BIEGELBERG
9631 MAIN STREET
(ZONE: WLD-DD)
EX. BUILDING
NORTHFIELD CROSSING
OFFICE CENTER
4,082 SF
COVERED STAIRS
8" PVC ELEC. CONDUIT
SUBJECT PROPERTY
NOW OR FORMERLY
TAX ID: B-02-05-253-005
CZECH-ALDRIN, MARY RUTH REV TR
9615 MAIN STREET
(L.5111-P.36)
17130
0.393 ACRES
(ZONE: WLD-DD)
GATE
LAWN
ASPHALT
BARKER ROAD
(VARIABLE WIDTH - PUBLIC - R/W)
S48°36'50"W 133.44'(M)
S48°36'50"W 133.81'(R)
RIM=807.70
FMAG
N: 0.00'
E: 0.00'
N: -0.28'
E: -0.54'
WELL
RAMP
CONC. WALK
CONC. STEPS
ASPHALT
ASPHALT
ASPHALT

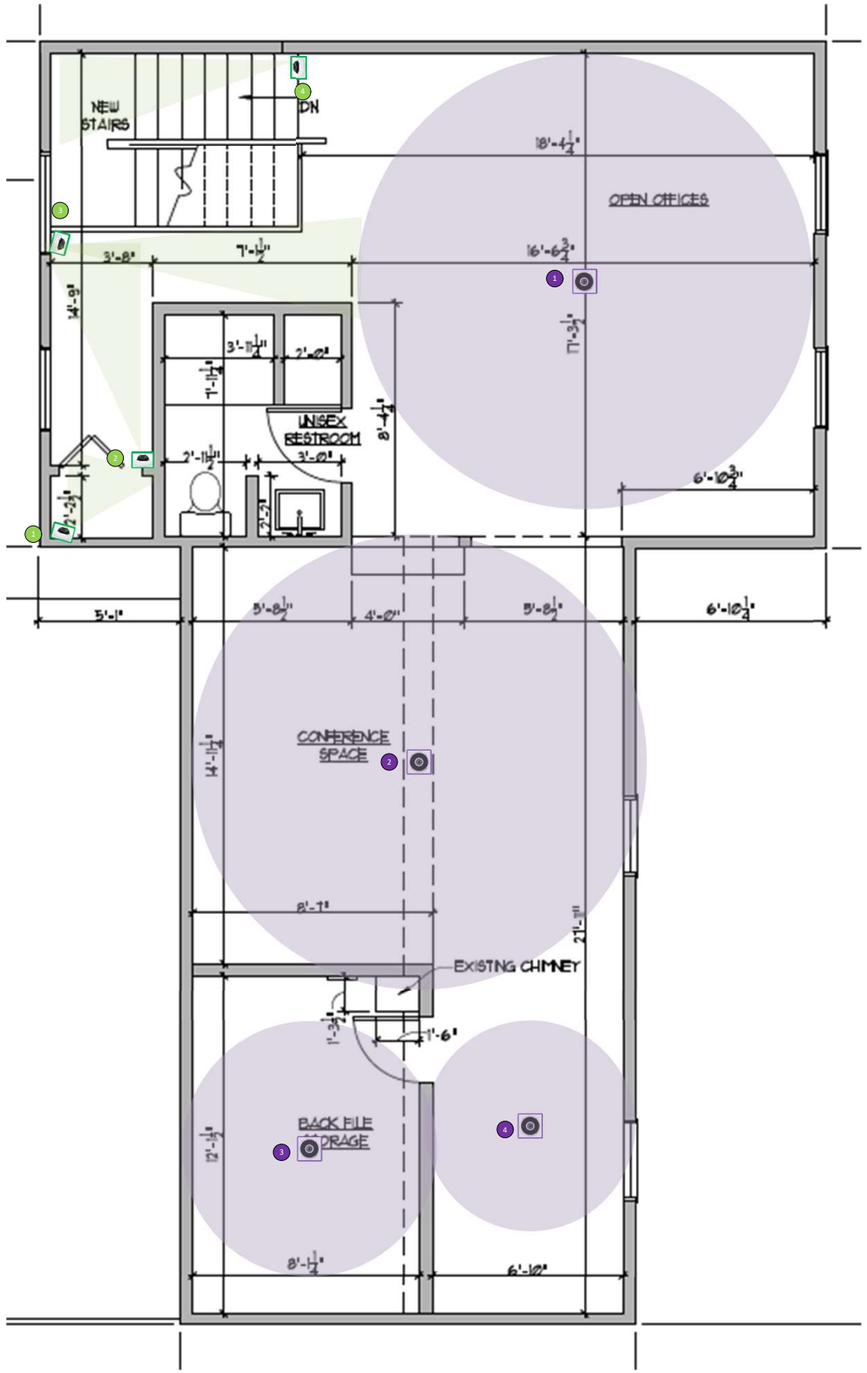


	INDOOR DOME CAMERA	17
	FISHEYE CAMERA	10
HE	HEAD END NVR AND NETWORK FOR CCTV	1

INDOOR CAMERA NUMBER

FISHEYE CAMERA NUMBER

Date Prepared 02/28/2020	Not For Construction Not To Scale

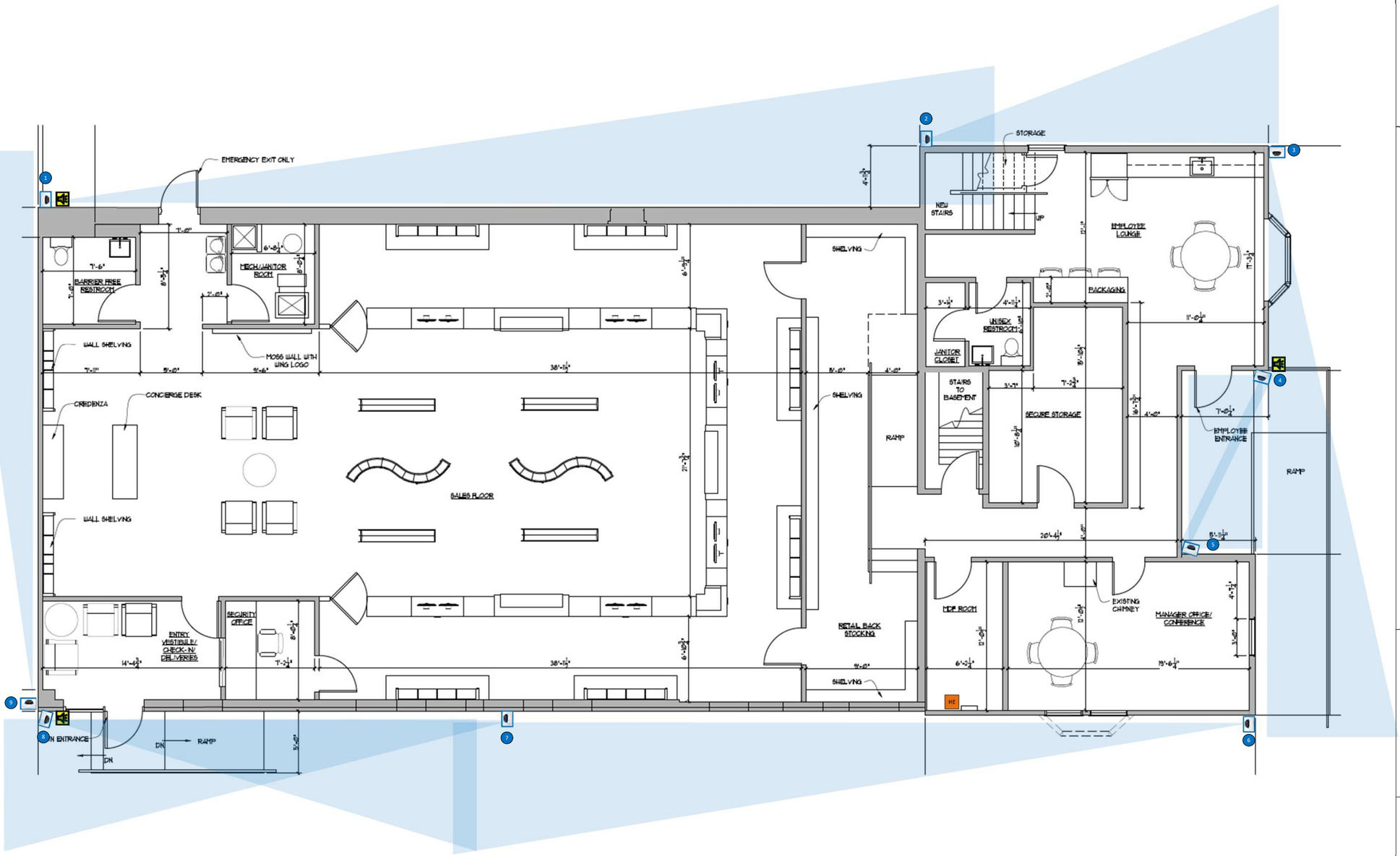


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	FISHEYE CAMERA	4
HE	HEAD END NVR AND NETWORK FOR CCTV	0

INDOOR CAMERA NUMBER

FISHEYE CAMERA NUMBER

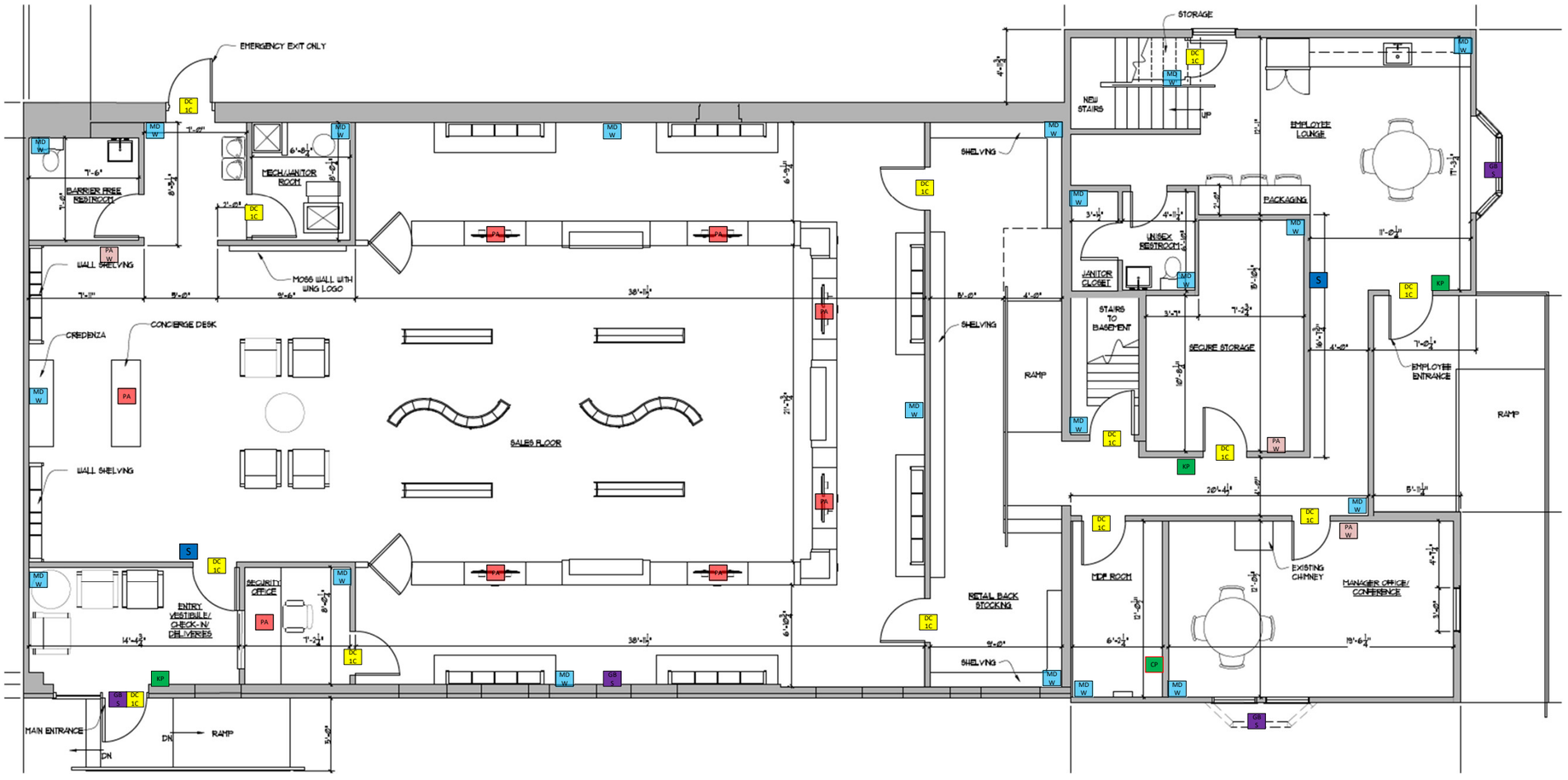
Date Prepared 02/28/2020	Not For Construction Not To Scale



OUTDOOR DOME CAMERA	9
VOICE DOWN	3

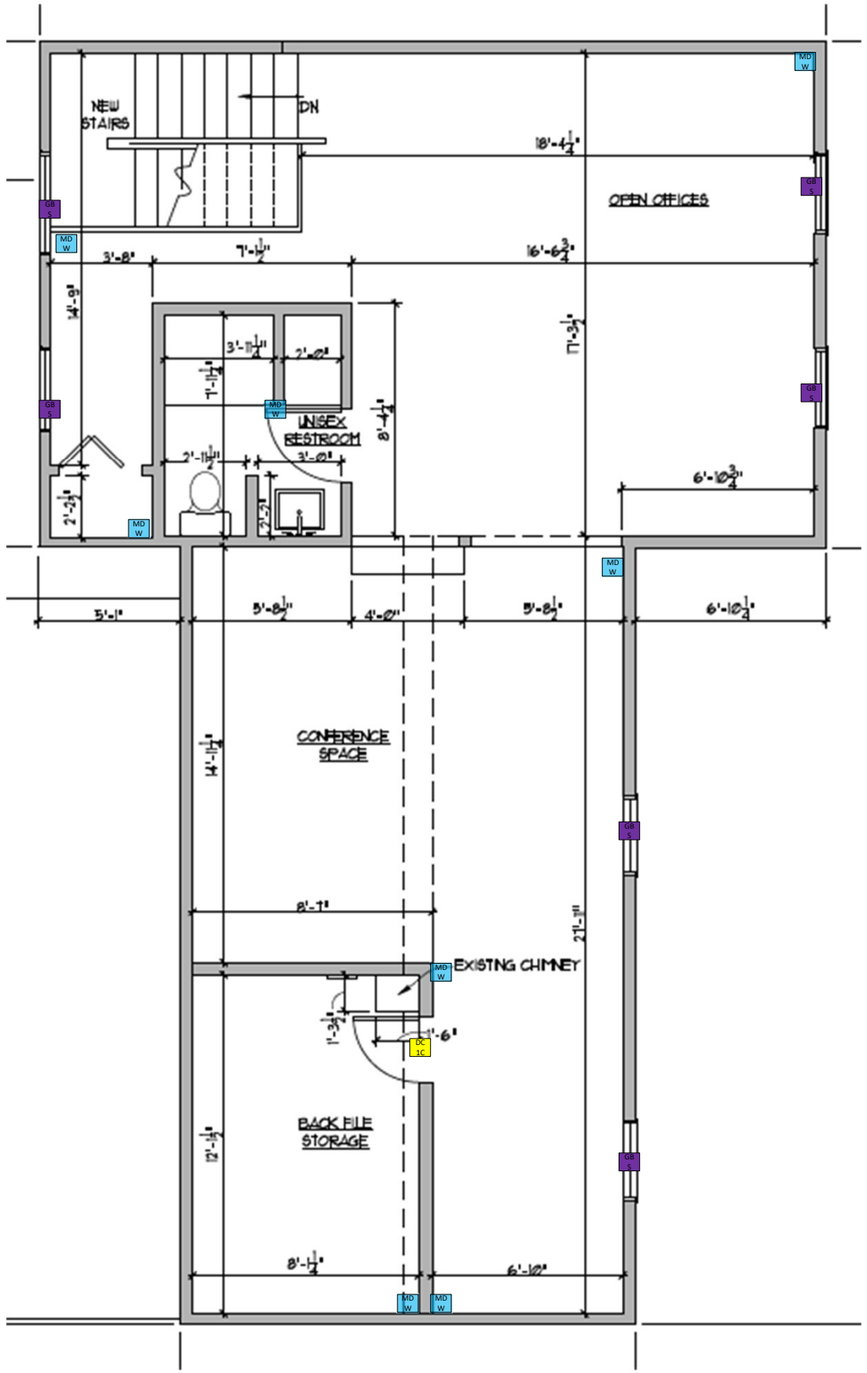
OUTDOOR CAMERA NUMBER

Date Prepared 02/28/2020	Not For Construction Not To Scale



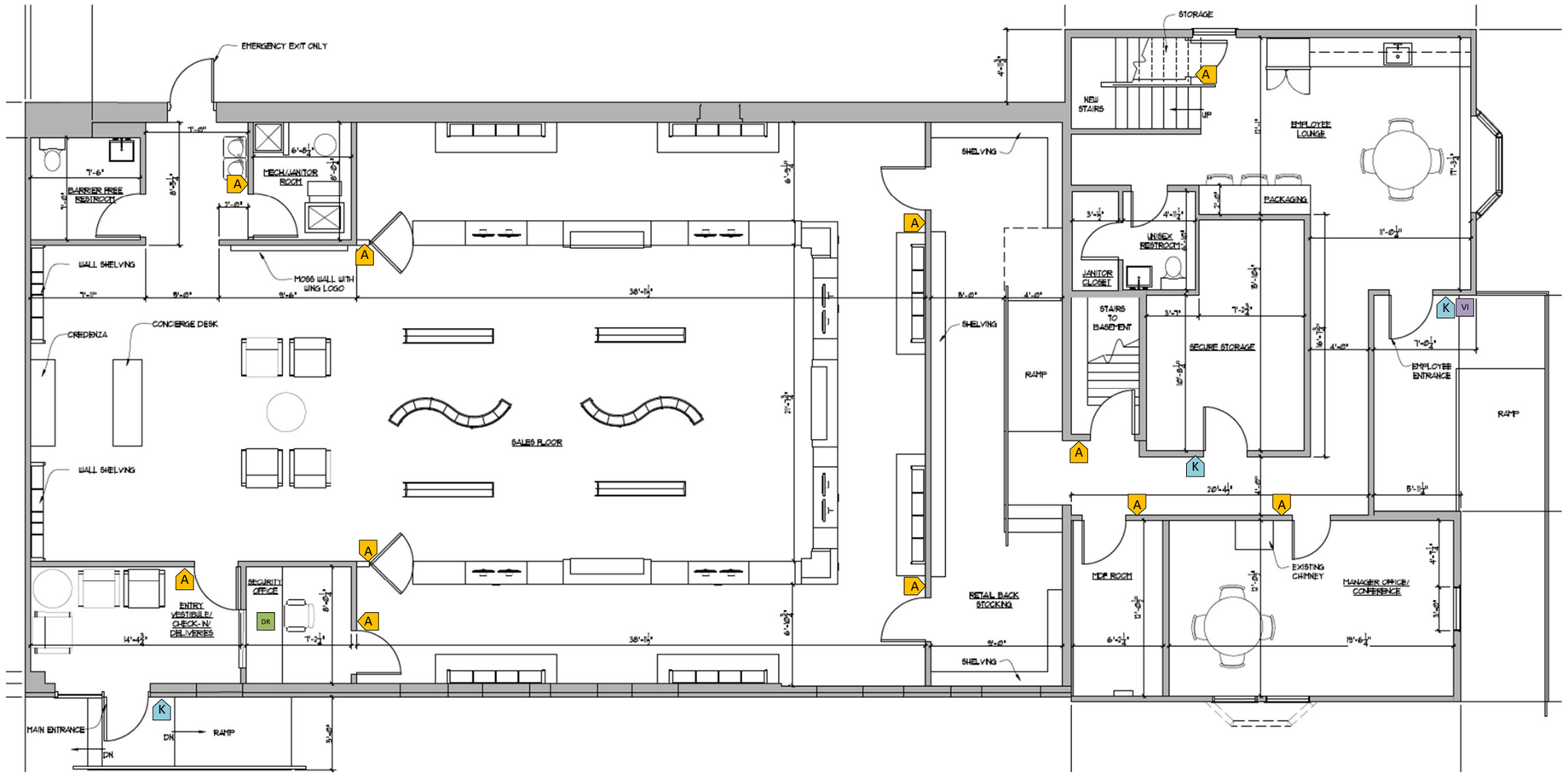
DC 1C	1 SET OF DOOR CONTACTS	13
DC OH	1 SET OF OVERHEAD DOOR CONTACTS	0
KP	INTRUSION KEYPAD	3
CP	CONTROL PANEL	1
MD W	MOTION DETECTOR WALL MOUNT	18
PA	PANIC ALARM	8
S	INTRUSION SIREN	2
VS	VIBRATION SENSOR	0
PA W	PANIC ALARM WALL MOUNT	3
GB S	GLASS BREAK SENSOR	9

Date Prepared 02/28/2020	Not For Construction Not To Scale



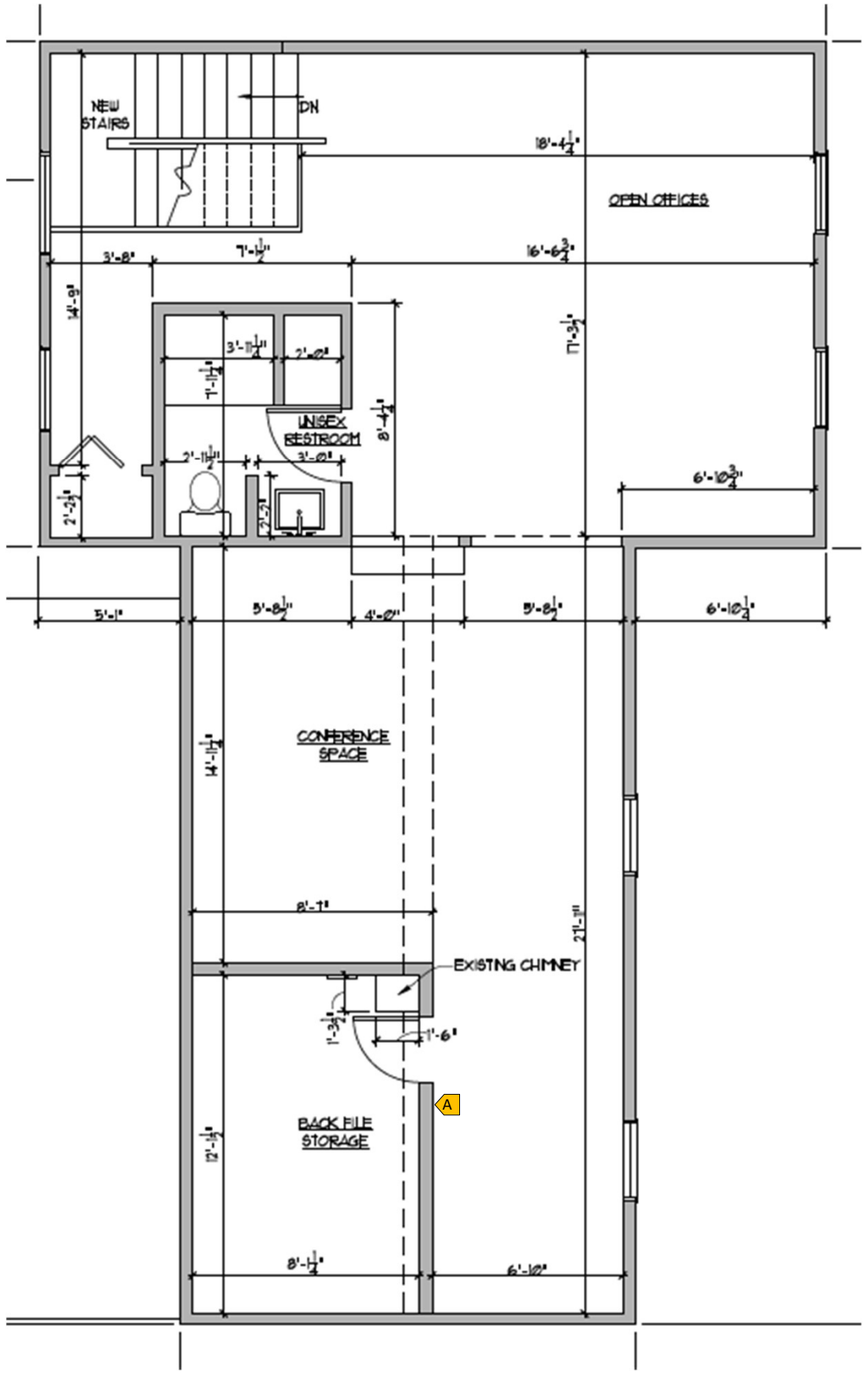
DC 1C	1 SET OF DOOR CONTACTS	1
DC OH	1 SET OF OVERHEAD DOOR CONTACTS	0
KP	INTRUSION KEYPAD	0
CP	CONTROL PANEL	0
MD W	MOTION DETECTOR WALL MOUNT	8
PA	PANIC ALARM	0
S	INTRUSION SIREN	0
VS	VIBRATION SENSOR	0
PA W	PANIC ALARM WALL MOUNT	0
GB S	GLASS BREAK SENSOR	6

Date Prepared 02/28/2020	Not For Construction Not To Scale



A	ACCESS CONTROL / Proxy Reader	11
K	ACCESS CONTROL/KEYPAD	3
DR	ANALOGUE DOOR RELEASE SWITCH TO CONTROL MAIN ENTRANCE/SALES FLOOR ENTRANCE	1
VI	Video Intercom	1

Date Prepared 02/28/2020	Not For Construction Not To Scale



A	ACCESS CONTROL / Proxy Reader	1
K	ACCESS CONTROL/KEYPAD	0
DR	ANALOGUE DOOR RELEASE SWITCH TO CONTROL MAIN ENTRANCE/SALES FLOOR ENTRANCE	0
VI	Video Intercom	0

Date Prepared 02/28/2020	Not For Construction Not To Scale

Facility Plan



GS ASHLEY LLC

MARIHUANA FACILITY APPLICATION
22 BARKER RD, NORTHFIELD TOWNSHIP



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GS Ashley

GS Ashley

SECTION 1

COVER LETTER

April 17, 2019

Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

Re: **GS Ashley's Marihuana Facility Application**

To Whom It May Concern:

Holistic Industries, Inc. (Holistic) and its Michigan affiliates GS Ashley, LLC (GS Ashley) are pleased to submit the enclosed Application for a Adult Use Retail and Medical Marihuana Provisioning Center Facility at 22 Barker Road, Whitmore Lake, MI 48189 (the "Property").

Pursuant to this Application, we are planning to invest over $1 million into Northfield Township to turn this old video store located on the Property into a beautifully landscaped, state-of-the-art, environmentally-friendly, adult use retail and provisioning center. This transformation will turn this property into a source of pride and an engine of economic development for the township and its residents.

We firmly believe that no one is better suited than GS Ashley to bring a project like this to life. By way of background, GS Ashley owns and operates one of the original 13 provisioning centers located in Ann Arbor. GS Ashley was permitted to open its doors in Ann Arbor in 2016 as an early medical provisioning center and based upon its high standards of operations and its strong commitment to the local community was awarded one of the first three licenses to sell adult-use cannabis in the State of Michigan on December 1, 2019. GS Ashley transformed a turn-of-the-century historic building into a working retail storefront that seamlessly blends with its commercial and residential neighbors, which has become one of the most highly rated provisioning centers in the State of Michigan. GS Ashley, also has recently acquired and operates a fully compliant provisioning center in Detroit, MI.

Holistic Industries, which operates under the brand name "Liberty Cannabis," is the nation's largest privately-owned multi state operator. Holistic has built over 300,000 square feet of best-in-class medical marihuana growing, manufacturing, distributing, and dispensing facilities spread across Maryland, Massachusetts, Pennsylvania, Washington, D.C., and California. Since its inception in 2011, Holistic has amassed an exemplary record of security, compliance, healthcare, clinical research, patient outreach and patient education.

Now, Holistic and GS Ashley have come together for an expansive venture in the State of Michigan, which, in addition to Ann Arbor now includes a retail location in the Corktown neighborhood of Detroit, along with a 65,000 square foot vertically-integrated campus in Madison Heights. They plan to add four additional retail locations in Southeast Michigan, one of which they hope to be located in Northfield Township. To that end, GS Ashley is excited to work with the township to bring forth an exemplary facility to the community.

GS Ashley + H

GS Ashley's unique combination of unparalleled expertise and Michigan roots makes them uniquely qualified to operate a medical marihuana facility and adult use retail center in the Township. With years of success in managing vertically-integrated medical marihuana facilities in highly-regulated states across the country, GS Ashley's executive leadership team has exceptional insight into what it takes to build facilities in a cost-effective and expeditious manner, while at the same time rehabilitating the surrounding community, stimulating the local economy and investing in the local community.

We have engaged in a concerted outreach effort in anticipation of this application in order to introduce ourselves and our proposed project to the local community. We are pleased to enclose with this application, several letters of support that we have received from the local community, as well as others that can speak to our proven track record of exemplary business practices and community engagement.

On behalf of the entire GS Ashley and Holistic teams, we thank you for your thoughtful consideration of this application.

Respectfully submitted,

/s/ Joshua Genderson

Joshua Genderson
Holistic Industries Inc., CEO

/s/ Erick Moir

Erick Moir
GS Ashley LLC, Managing Member

GS Ashley

SECTION 2

BUSINESS OWNERSHIP

OWNERSHIP STRUCTURE

GS Ashley, LLC Ownership Structure

GS Ashley, LLC is a Michigan Limited Liability Company.

Its Managers are Erick Moir, Bartek Kupczyk and Josh Genderson.

GS Ashley, LLC is owned by **One Two Tree Holdings, LLC.**

One Two Tree Holdings, LLC is a Michigan Limited Liability Company.

Its Managers are Erick Moir, Bartek Kupczyk and Josh Genderson.

One Two Tree Holdings, LLC is owned by Erick Moir, Bartek Kupczyk and **Holistic Industries, Inc.**

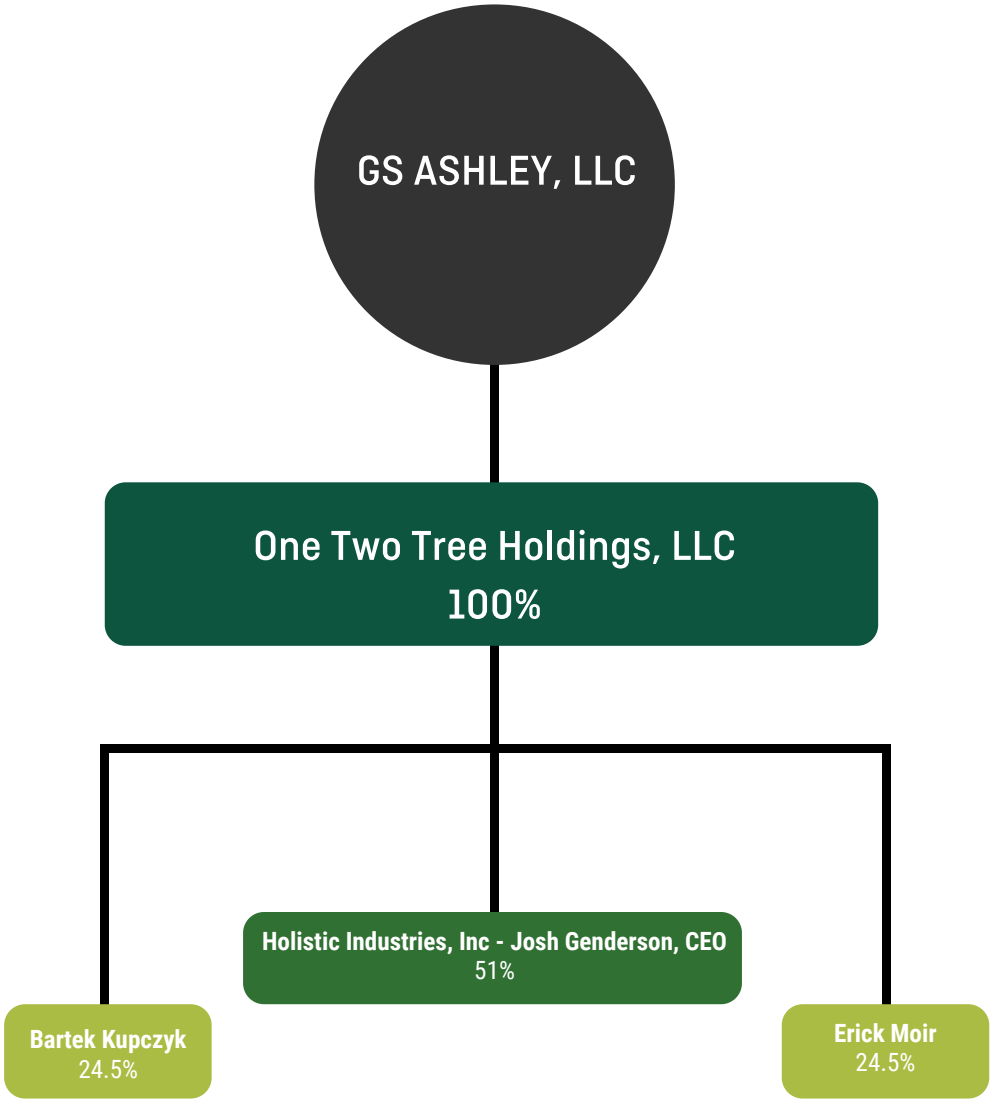
Josh Genderson is the President and primary owner of **Holistic Industries, Inc.**

Prequalification applications for each of the foregoing have been submitted to Northfield Township in connection with GS Ashley, LLC's applications.

HOLISTIC INDUSTRIES

GS ASHLEY, LLC

ENTITY ORGANIZATION CHART



BUSINESS PLAN

Founding Principles

Pioneers in Highly Regulated, Limited-License Medical Marijuana Markets

In order to understand how GS Ashley, LLC (GS Ashley) through its partnership with Holistic Industries, Inc. (Holistic) will be managed on a long-term basis, it is necessary to understand how Holistic grew into the country's largest, privately-held cannabis operator. Founded in 2011, our parent company started as a family-owned business on Capitol Hill in Washington, DC. It has grown organically into the largest, privately-owned, multi-state operator in the country. Our company was the brainchild of Josh Genderson, Founder, President and CEO of a fourth-generation, vertically-integrated wine and spirits company (import, distribution and retail) that has been operating in our nation's capital for over 70 years.

Josh grew up in the family business. First working in the retail store, then making his way into the front office. At the age of 30, he became CEO, and helped to launch the company's e-commerce platform. His unrivaled education and experience in running a vertically-integrated business in a highly-regulated industry would prove invaluable. In 2010, Washington D.C. became one of the first East Coast jurisdictions to implement a medical marijuana program.

With an eye towards the future, Josh took note of the burgeoning, but largely unregulated medical cannabis industry in California and Colorado. He realized that the industry needed proper regulation in order to gain legitimacy. Once Congress "turned blue" in 2010, he worked with the mayor and his chief of staff to help craft the District's medical marijuana regulations, which would become a model for the highly-regulated medical marijuana markets along the East Coast. Through a competitive application process, he won 2 out of 7 cultivation licenses and 1 of 6 retail licenses issued by the District, and the company was officially formed.

Jackson's Courage: A Breakthrough in Treating Intractable Pediatric Epilepsy

Soon we were introduced to Lisa, the mother of eight-year old Jackson. Her story laid the foundation for the business we founded. Upon having his first visible seizure Jackson was evaluated at Georgetown University Hospital, where the staff could not provide a definitive diagnosis. After further evaluations at Johns Hopkins Comprehensive Epilepsy Center, NYU Langone's Comprehensive Epilepsy Center and the Children's National Medical Center Comprehensive Pediatric Epilepsy Program, no one could diagnose his disease or alleviate his constant seizures (50-60 per day). Jackson endured more than 50 nights of hospitalizations, several traumatic falls and scores of missed school days. As Lisa told us, one of her most heart-wrenching experiences was when after multiple generalized grand mal seizures in the hospital, Jackson asked his parents to put his stuffed lion in his suitcase so it would be safe. Then he asked if he was going to die. In the end, Jackson tried 13 different antiepileptic medications and multiple rounds of Methylprednisolone and IVIG infusions, all of which failed and caused difficult side effects.

Unfortunately, Lisa was not alone. In fact, Lisa was part of a group of 50 mothers from the Washington, D.C. area who all had children suffering from similar "intractable epilepsy." The only relief that these mothers ever found for their children was through non-psychoactive



Medical cannabis treatment for seizures, "Jackson's Courage."

medicine rich in CBD and THC-A, which until that point could only be obtained in California or Colorado. As a result, these families were forced to choose to commit a Federal crime or save their children.

In an effort to address the needs, we hired a chemist with a PhD from Cornell (now our Chief Science Officer overseeing 30+ scientists in our C1D1 labs across the country). Jackson was enrolled as the first minor in Washington, D.C.'s medical marijuana program, and working with Jackson's medical team, we engineered proprietary, non-psychoactive medicine rich in CBD and THC-A called "Jackson's Courage." We worked with a team of doctors to develop a research trial and treatment program. In this program we provided this medicine to all 50 children for free. The results were incredible. Jackson's Courage had a 96% success rate in either significantly reducing or eliminating seizures in all 50 children. As for Jackson, he has returned to school and is an honor roll student. Since then, we have successfully treated thousands of children and adults with intractable epilepsy and other forms of muscle spasticity across the country with our specialized medicine, making "Jackson's Courage" a household name and an indispensable part of medical and adult-use marijuana programs across the country.

Responsible and Organic Growth Based on Merit and Operational Excellence

Buoyed by these results, this group of mothers, along with other advocacy groups, picketed state houses all along the East Coast demanding the implementation of medical marijuana programs. Wherever they went, we followed and submitted license applications in each of these highly-regulated, limited license markets. First, we won 1 of 3 vertical licenses awarded by the State of Maryland, followed by 1 of 4 vertical licenses awarded by the State of Pennsylvania. Thereafter, we won a vertical license in Massachusetts and expanded our footprint with vertically-integrated licenses in Los Angeles, San Francisco, Michigan and Missouri. Licenses are pending in Illinois and New Jersey. As a result, we have grown organically into the largest, privately-held, multi-state operator in the country. Unlike some of its competitors, we have done it by maintaining a laser focus on operational excellence and winning licenses based upon our own merit, as opposed to others in the industry that view a license purely as a financial instrument to be bought, packaged and sold for personal gain.



Extending Quality of Life for Patients with Glioblastoma

Our dedication to develop advancements in cannabis treatments is also a personal one. For years, Josh worked side by side with his father and his uncle in the family's fourth generation wine and spirits business. Josh's uncle was one of the biggest champions in launching our company back in 2011 during a time when many were still dubious of cannabis' medical benefits. In 2016, the family learned that Josh's uncle had been diagnosed with glioblastoma, a terminal form of brain cancer with little-to-no effective treatment options. The doctors informed the family that he had only three months left to live and to start getting his affairs in order. Refusing to resign to that prognosis, Josh did the only thing he knew how to do, put all of his efforts and energy into formulating a medicine to help treat his uncle's cancer.

Once again, our company got to work researching the impact that cannabis has on the blood-brain barrier, which had been shown to slow the regrowth of tumor cells. Based upon this research, the Company developed a high CBD-concentrated and THC-concentrated extract known as Rick Simpson Oil (RSO) and worked in consultation with the doctors to develop a treatment regimen.

Three months passed; then a year; then two; and then three. Josh's uncle finally succumbed to his illness earlier this year, four years after his diagnosis, but not before getting the chance to see both of his daughters get married. As a result of this experience, our company is dedicated to continuing the fight to develop life changing cancer treatments so that terminal cancer patients across the country can have more quality years with their loved ones.

BUSINESS PLAN

Operational Principles

Financial Strength

GS Ashley, LLC is the Michigan affiliate of the parent company Holistic Industries, the country's largest, privately-held cannabis operator, with vertically-integrated operations in California (Los Angeles and San Francisco), Michigan, Massachusetts, Pennsylvania, Maryland and Washington, DC, with additional licenses pending in New Jersey, Missouri and Illinois. We have built over 300,000 square feet of best-in-class medical and adult-use marihuana cultivation and manufacturing facilities, and currently operate or are in the process of opening 20 retail stores across the country. Our parent company will serve as the primary source of funding for the entirety of the company's Michigan operations, including Northfield Township. Unlike other multi-state licensees that elected to go public in Canada in an effort to fuel their growth and realize an "exit," we have elected to remain a privately-held, family-run business that is singularly focused on operational excellence. To date, we have successfully raised over $130 million of capital through private fundraising, while expanding our footprint by winning licenses organically based upon merit and demonstrated success. As a result, we are now a nationally-recognized industry leader in the country's most highly-regulated markets.

We have one of the strongest balance sheets in the cannabis industry. In anticipation of our proposed operational expansion in Michigan, our parent company recently raised $55,000,000 from accredited investors in an over-subscribed equity financing round that closed in July 2019. As additional evidence of our financial strength, our parent company was most recently valued at $540,000,000 by one of the country's leading, independent valuation firms. Since that time, we have added a second retail operation in Los Angeles, two retail licenses in San Francisco, a fully-vertical license in Michigan with adult-use and medical operations in Ann Arbor and Detroit, and we expect to win additional vertical licenses in New Jersey and Missouri, along with retail in Illinois, all of which significantly adds to our valuation and increases our ability to access capital through additional debt or equity financings.

We are fortunate to have a dedicated investor base that has invested over $130 million in our projects across the nation. Our financial models and budgets are based on our time-tested experiences in other jurisdictions. We understand what it takes to build out compliant facilities and become operational in relatively short order. Many of the states in which we operate are highly-regulated, limited license medical markets, which means that it is extremely important to become operational as soon as possible in order to provide our patients with the medicine they need on a timely basis. We have (i) the experience to know the true costs of building (in a timely manner) and operating fully-compliant cannabis operations across the entire seed-to-sale vertical, and (ii) the financial backing of numerous sophisticated, accredited investors, high net worth individuals and family offices, and industry-leading private equity funds that are true believers in this industry and our team.



Renderings of 65,000 square foot campus in Madison Heights currently under construction

Guided by Experience and Expertise

In addition to our considerable financial resources, we also have the experience and expertise required to execute on our business plan. We have already designed, constructed and operated numerous stand-alone medical and adult-use cannabis facilities, and vertically integrated cannabis facilities across the country. Through our experience, we have first-hand knowledge of the amount of time and resources that are required to successfully and responsibly launch a new operation in an emerging adult-use program. For instance, we know that we can be fully operational well within 9 months of the license award (in compliance with Northfield Township Ordinance No. 19-66 and 67) as well as State law. We know that we can achieve this timeline because we have launched other operations around the country in this time frame.

Once operational, we have the capital, processes, resources and experience in the local market with a store in Ann Arbor open since 2016, to move quickly to source cannabis and its products from suppliers. We have developed relationships with them over years in both Michigan's adult-use and medical markets in order to begin serving customers promptly. Additionally, winter 2021, we will be bringing online a 65,000 sq. ft vertically-integrated facility in Madison Heights, MI, housing state-of-the-art grow and processor operations along with additional retail. Through this facility we will be able to utilize our experience and expertise in high end cannabis production and processing to provide our Northfield Township location, along with all of our Michigan outlets, with the highest quality products found in the State at attractive price points due to our in knowledge, experience and in-house ability to control production and supply chain costs.

We will also benefit from our deep bench of experienced managers and employees to build a strong local work force and management team in whom we plan to invest substantial time, training, resources and capital. With a store operating in Ann Arbor since 2016, and Detroit since the beginning of 2020, we have developed deep roots in the local Washtenaw/Livingston and surrounding communities. We will be able to draw from them to supplement local talent hired from Northfield Township itself. We know that our employees and their ties to the community in which we operate are critical to our success. To that end, over the course of our first year, we expect to initially hire approximately 12–15 employees with at least half from Northfield Township and the rest from nearby surrounding communities, with good paying jobs, strong benefits and the opportunity for upward mobility. Our local job plan is based on best hiring and

training practices developed by our operating affiliates in other states. We intend to use our substantial human and financial capital at the onset of operations to provide comprehensive on-the-job training conducted by true subject matter experts. Finally, our longstanding





Rendering of 22 Barker — Exterior View (Top) and Interior View (Bottom)

relationship with key vendors will help us stay on schedule and within budget during the build-out phase. Having been in the area, many of these vendors are already local, including O'Donnell Electric of Northfield Township. O'Donnell has done all of our area electrical work to date and will be brought on for this project as well. Our proposed state-of-the-art and customer-focused retail store requires several custom-built pieces of equipment, furniture, displays and technologies from suppliers and vendors that know and understand our needs and can fulfill our orders in a timely fashion.

SOUND FUNDAMENTALS AND CONSERVATIVE PROJECTIONS

As set forth in more detail herein, we have generated a realistic and actionable capital expenditure/improvement budget for the build-out and construction of a state-of-the-art cannabis facility that is capable of supporting the implementation of our business plan provided for in our application. In particular, we have calculated that earmarking $1 million is a realistic budget to get the proposed retail store up and running. Our experience also enables us to accurately anticipate the size of our intended marketplace, the expected customer count, the average size of purchase and the staffing needs of our facilities.

Revenue Projection

From other jurisdictions, we have learned that new adult-use markets generally experience an initial penetration rate of 3.5% of the state population, ramping up to 10% with full market maturation. We know customers on average visit cannabis retailers approximately 15 times a year (just over once every three weeks), and spending approximately $100 per visit. Using conservative car counts and focusing on the areas of Northern Washtenaw County, Livingston County, and Southwest Oakland County. This translates into approximately $2,495,205 of revenue in Year 1, ramping up to $4,883,085 of revenue in Year 3.

Initial Operating Expenses & Salaries

We have estimated our expenses to be approximately $1,950,436.90 for the first years' operational expenses. These expenses include direct labor, cost of goods sold, indirect costs, general fees, marketing, construction and licensing fees.

Income & Cash Flow Analysis

We have based our projections on our experience in other states that have developed adult-use cannabis markets. We expect to become profitable by the end of the first fiscal year with an estimated net income of $326,998. As customer demand increases in year two, our gross sales are expected to increase to $4,548,292.

Below is our operating projections for the first five years of operation. It should eliminate the need for additional capital investment. The company would be able to fund itself going forward however, additional capital reserves are available if necessary.

Below are our operating projections for the first five years of operation:

Holistic Industries - Northfield, MI

	Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
	2020	2021	2022	2023	2024
Revenue	**$2,495,205**	**$4,548,292**	**$4,883,085**	**$5,099,265**	**$5,217,981**
22 Barker Rd, Northield Twp	$2,495,205	$4,548,292	$4,883,085	$5,099,265	$5,217,981
Total Dispensary Revenue	$2,495,205	$4,548,292	$4,883,085	$5,099,265	$5,217,981
Revenue Growth		*82.3%*	*7.4%*	*4.4%*	*2.3%*
COGS					
Direct Costs	$ 1,431,410.82	$ 2,137,697.24	$ 2,295,049.96	$ 2,396,654.54	$ 2,452,451.13
Total COGS	$ 1,431,410.82	$ 2,137,697.24	$ 2,295,049.96	$ 2,396,654.54	$ 2,452,451.13
Gross Profit	$ 1,063,794.46	$ 2,410,594.76	$ 2,588,035.06	$ 2,702,610.43	$ 2,765,530.00
Gross Margin	*43%*	*53%*	*53%*	*53%*	*53%*
SG&A					
Direct Labor	$ 295,857.57	$ 532,630.70	$ 559,887.42	$ 587,674.11	$ 616,000.16
Marketing & Promotion	$ 31,500.00	$ 111,000.00	$ 183,000.00	$ 255,000.00	$ 327,000.00
Indirect Costs	$ 50,797.17	$ 87,080.86	$ 87,080.86	$ 87,080.86	$ 87,080.86
Office & General	$ 56,000.00	$ 102,077.51	$ 109,591.29	$ 114,443.02	$ 117,107.38
Professional Fees	$ 49,000.00	$ 84,000.00	$ 84,000.00	$ 84,000.00	$ 84,000.00
Intercompany Fees	$ 35,871.35	$ 62,170.73	$ 68,007.71	$ 63,548.16	$ 63,844.95
Total SG&A	$ 519,026.08	$ 978,959.80	$ 1,091,567.28	$ 1,191,746.15	$ 1,295,033.34
EBITDA	**$ 544,768.37**	**$ 1,431,634.96**	**$ 1,496,467.79**	**$ 1,510,864.29**	**$ 1,470,496.66**
EBITDA Margin	*22%*	*31%*	*31%*	*30%*	*28%*
Interest Expense/(Income)	$ 41,694.64	$ 76,436.34	$ 82,064.89	$ 85,699.64	$ 87,696.08
Pre-Tax Income	$ 503,073.73	$ 1,355,198.63	$ 1,414,402.89	$ 1,425,164.64	$ 1,382,800.58
Tax Expense	$ 176,075.81	$ 474,319.52	$ 495,041.01	$ 498,807.63	$ 483,980.20
Net Income	$326,998	$880,879	$919,362	$926,357	$898,820

STRONG FUNDAMENTALS

Plans to Ensure an Adequate Volume of Cannabis at the Retail Store

Over nearly ten years of operational experience in highly regulated medical and adult use cannabis states, we have developed know-how and acquired data that informs our ability to source, purchase and maintain an adequate supply of cannabis and cannabis products based on market demand. To that end, our goal is to make cannabis a force for good in Northfield Township and the surrounding areas.

In each of our markets, even the ones where we are vertically-integrated and supply our own stores as will soon be the case in Michigan, we establish and maintain strong relationships with multiple suppliers who have passed our robust vetting process. Diversifying our supply chain protects against disruption from any one supplier's inability to fill our purchase orders and more importantly, affords customers with an assortment of diversified products. Being one of the initial three adult-use licensed stores at our Ann Arbor location, in addition to longstanding medical provisioning in both Ann Arbor and Detroit, we are uniquely positioned to have strong relationships with the best vendors currently active in the market. While supplies in the State have been inconsistent, both with the initial medical licensing and then adult-use, we have always managed to maintain full shelves of high quality products at reasonable prices.

Starting in 2021, our Madison Heights grow and processing operations will begin supplying our stores with high quality cannabis flower and a wide range of best in class cannabis derivative products. Through our production and processing operations in other areas, we have developed numerous proprietary cannabis strains and derivative products with known qualities and effects to minimizes the uncertainty that can often surround products produced in nascent markets by new entrants to the industry. Even when our processing and production is operational, we will continue to carry a variety of products from the best vendors across the State.

All production partners go through an extensive vetting process to ensure a consistent and reliable supply of products that live up to those we produce ourselves. Our standard operating procedures will dictate that our suppliers meet the following requirements: (i) all State and Local approvals have been obtained and are in good standing; (ii) ability to deliver high-quality, consistent products; (iii) production procedures that meet our internal standards regarding safety, quality and consistency, including with respect to compliance, cleanliness, hygiene, and contamination protection; (v) no history of adverse reactions and/or recalls; and (vi) sufficient infrastructure and experience to supply our needs.

With our established supply chain, we will ensure against any unforeseen disruption to our supply by maintaining a sufficient reserve of stored products. All product reserves will be stored in specially designated safes within our environment-controlled storage room, and will be replaced and replenished regularly with an equivalent quantity of product. We will employ the First-In, First-Out (FIFO) inventory control method to ensure that none of our stored product expires (expiration dates will never exceed 1 year). Moreover, all products in the retail store, including products placed in storage, will be entered into our internal

inventory management system as well as the State's verification system, and those systems will notify us of any upcoming expiration dates.

We estimate initially that we will serve approximately 2,000 customers every two weeks. This estimate is based on projected customer population, number of retail locations in the BLS Region and our experience in Ann Arbor and affiliate markets. This means that we will initially maintain a reserve supply of 15,430g of packaged flower (equivalent to approximately $290,487) and 3,125g of manufactured product (equivalent to approximately $167,500). As our customer count continues to grow, we will scale our on-hand inventory to meet growing demand.

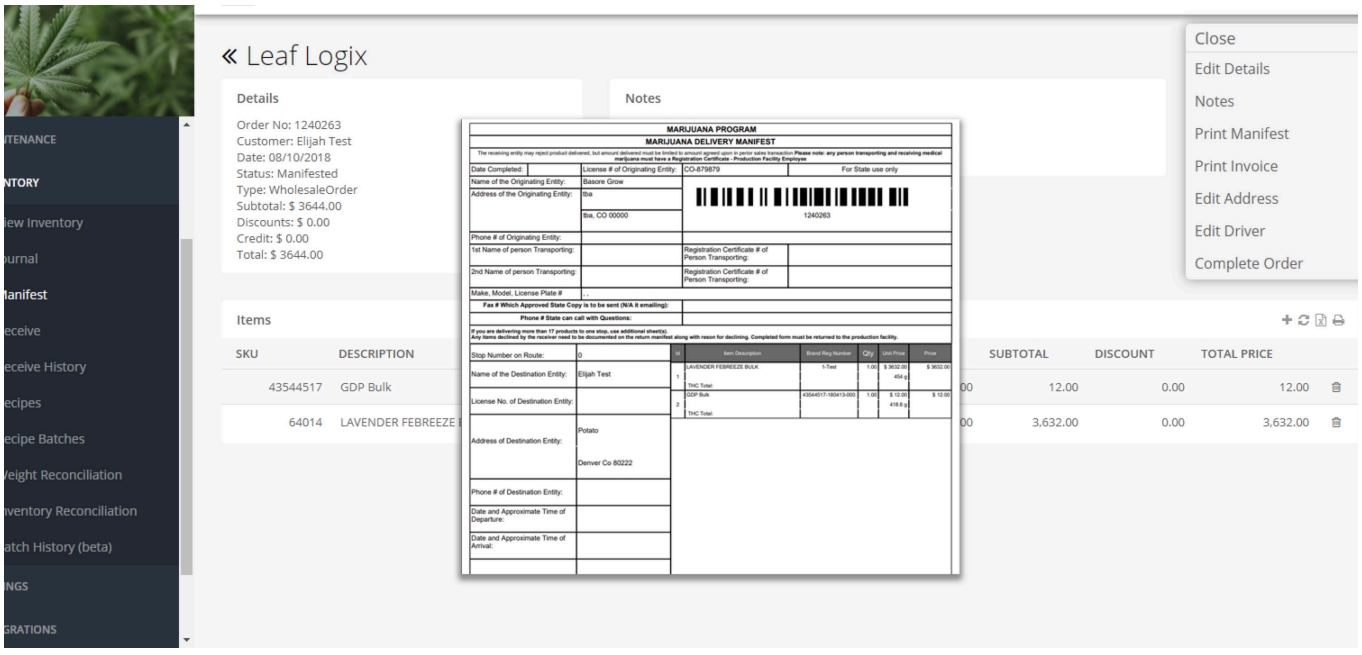
Utilizing our inventory control systems, the Retail Manager will perform both daily FIFO in conjunction with weekly inventory reconciliation to make sure that we can meet not only the volume of our customers' needs but also provide a full assortment of methods of use. Moreover, each variety of cannabis and cannabis-infused product will be given its own unique identifier and will be assigned an automatic threshold that triggers a replenishment order based on the individual product's availability and popularity to ensure that our customers can rely on a consistent course of treatment. We will conduct daily inventory checks in order to monitor the age and quality of the product and ensure that the oldest stock of cannabis product (per product type) is distributed to patients first.

Twice a week, on Monday and Thursday, we will solicit lists of all of the available wholesale supplies at our own facility when operational, as well as from all state registered cultivators and processors. First, we will place orders for all current inventory items whose stock has fallen below our established threshold. Second, our Retail Manager will work to determine if any newly available products might meet a specific or requested need that may prove to be beneficial or provide another alternative to our existing product mix. Where we believe there may be a shortage of a specific product, it will be our policy to purchase as much of that specific product as possible while ensuring that there will be no degradation to the overall quality and vitality of the product. In order to facilitate this, we will ensure that we have taken all necessary precautions to either store, refrigerate, or package utilizing the most up-to-date cannabis storage methods (including the use of heavy duty, air-tight and nitrogen sealed, light proof foil packages) and preservation techniques. As a result, by maintaining relationships with multiple quality and reliable suppliers, our standard operating procedures ensure that we will always have an adequate supply to meet our customers' demand.

Having operated vertically integrated medical and adult-use cannabis businesses for nearly a decade, we have already established inventory controls and procedures that we have successfully implemented in our affiliated entities, which enable us to maintain an exemplary compliance record in other highly regulated cannabis markets. To that end, we know the importance of installing an integrated point of sale system that will help process customer orders, deter and detect product diversion and theft. We will use established inventory controls and procedures to track all cannabis and cannabis infused products on site and conduct regular announced and unannounced inventory reviews. Our secure inventory and record keeping system allows us to efficiently and effectively create, and maintain

written reports of each inventory recording the date of the inventory, a summary of the findings with names, signatures and titles of the individuals who conducted the inventory. Our internal inventory management processes will track and record all actions related to receiving, dispensing, handling, transferring, transporting, storing, stocking, disposing, returning and recalling cannabis and cannabis products. In compliance with Michigan law, we will maintain the inventory data, among other information, in our internal electronic inventory management and record keeping system, Leaf Logix. Leaf Logix allows us to generate and maintain electronic records, including but not limited to inventory, transport, maintenance sales transaction records, dispensing, and customer records (provided the customer has consented to such tracking). Leaf Logix is a widely utilized, customizable, proprietary seed-to-sale inventory tracking, point of sale and record keeping system that we successfully utilize in our sister operations across the country. Once implemented, Leaf Logix will work in conjunction with and automatically update the State's seed-to-sale tracking system, METRC.

Leaf Logix enables us to generate and maintain electronic records, including inventory tracking, sales transactions, disposal, destruction, transportation, testing, quality assurance, security, financial, employee, adverse event/recall, theft/loss, visitor and other important records. Notably, Leaf Logix (i) has the ability to guarantee the confidentiality of the information stored in the system (it is TLS/SSL encrypted and password protected), (ii) is capable of providing safeguards against erasures and unauthorized changes in data after the information has been entered and verified, (iii) is capable of enforcing record retention holds for purposes of conducting an investigation or pursuant to ongoing litigation (information can be stored perpetually), and (iv) is capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank (the program is an cloud-based system allowing for remote access with proper authorization). All actions taken to the inventory as a whole, by batch or by individual product will be digitally recorded for instant and long-term analysis purposes. Moreover, detailed inventory, maintenance, transport and dispensing



records can be stored perpetually. Once we receive a shipment of cannabis and cannabis infused products, Retail Managers will enter the product information into the system to generate a unique identifier, which will also be updated in METRC.

All entries into the system will include the unique employee identification number such that we know who was responsible. Further, detailed sales records can be stored for several years, allowing us to facilitate a large-scale voluntary or involuntary recall, if required. All employees will be thoroughly trained in the use and functionality of Leaf Logix to ensure the accuracy and integrity of our point-of-sale and inventory program.

Even though Leaf Logix has the ability to automatically update METRC, all appropriately authorized staff members will also be thoroughly trained in the use and functionality METRC, as well, in the case of any Leaf Logix system failure.

Our integrated POS system will maintain, at a minimum, records for:

I. Each day's beginning inventory,

II. Acquisitions including (a) a description of the product, quantity, strain, variety, batch number, (b) the name and registry identification number of the licensed adult use cultivation center, craft grower, or infuser providing the cannabis and cannabis-infused products; (c) The name and registry identification number of the licensed adult use cultivation center, craft grower, infuser, or transportation agent delivering the cannabis; (d) the name and registry identification number of the dispensing organization agent receiving the cannabis; and (e) the date of acquisition),



Point of Sale (POS) in Rockville, Maryland

III. Sales,

IV. Disbursements,

V. Remediations,

VI. Disposals, including (a) a description of the product, quantity, strain, variety, batch number, (b) method of disposal, and (c) the date,

VII. Transfers,

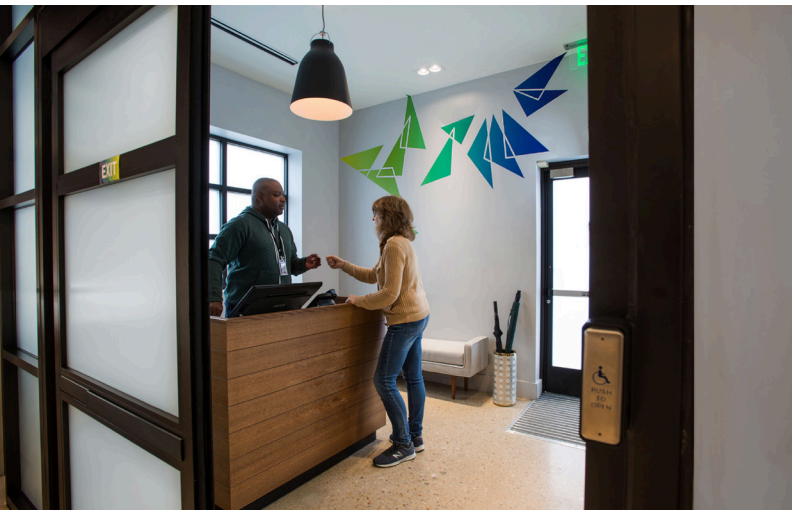
VIII. Ending inventory.

Routine and regular reports will be created regarding the (i) total quantity of daily, monthly and yearly sales at the facility per product type, (ii) average prices of daily, monthly and yearly sales per product type and (iii) total inventory or sales record adjustments at the facility. Real-time reports can also be created to detect any discrepancies, which will result in swift corrective action. Perpetual inventory systems will also be maintained, including quarterly physical inventory counts. Additionally, the Retail Manager will manually conduct a physical inventory of

the cannabis and cannabis products on hand and compare that to the system's reports. Any discrepancies will be reported to the State of Michigan. All required documents will be maintained digitally and in hard copy in the on site Records Room for a minimum of 5 years.

Procedure for Processing Customer Purchases and Dispensing Cannabis

Access to our stores will be strictly controlled. Upon arriving, customers must enter through the front door leading to a "man-trap" lobby area. In other words, the door leading to the interior of the facility from the lobby area will remain locked until (i) the facility front door is completely and securely closed, and (ii) a security guard buzzes the person into the second door (after having conducted an initial review of the person's identification documents and approved the purpose of that



Secure Man-Trap in Philadelphia Store

person's visit). Before granting access to the sales floor, our receptionist or security guard will verify the age of the customer by checking a government-issued photo identification card by use of an electronic scanning device, to determine both the validity of the identification and that the customer is 21 years of age or older. In the event that the proposed customer (i) is not 21 years or older, or (ii) does not present a valid, government-issued photo identification, then that customer will be asked to leave the premises immediately. Once verified and approved for dispensing, the customer will be invited to sit in our spa-designed waiting room/lobby and review our Purchaser Education Materials and the day's product listing (i.e., a menu) until a Wellness Guide, other wise known as "Budtenders", is available for consultation or dispensing activities in the service area. The Wellness Guide will then provide a free consultation related to the available types of cannabis products, including appropriate forms and dosages, with the option of giving a private consultation in one of our private consultation rooms. Customers will be encouraged to ask questions regarding product selection, comparisons of varieties, administration options, pricing, etc. All employees will be thoroughly trained upon hire and must undergo annual refresher courses regarding offered products.

After consultation, the customer will then place an order with a Wellness Guide, who will enter the order on Leaf Logix on a mobile tablet with Internet connectivity. The order will be relayed to inventory agents in the stocking room located in the Restricted Access Area for preparation. At that time, the inventory agents will ensure that the quantity ordered does not exceed state-mandated quantity limits. If compliant, inventory agents in the stocking room will prepare and fulfill the order, and the Wellness Guide will enter the stocking room to obtain the requested products, inspect each product's packaging and labeling to ensure integrity and compliance with applicable law, rules and regulations and our internal procedures. If compliant, the Wellness Guide will then enter the Restricted Access Area of the sales floor



Customers reviewing patient education material in the lobby of our Los Angeles location

(i.e., behind the secure counter), and finalize the transaction on our Leaf Logix point of sale and inventory tracking system, which will automatically update the State track and trace system on METRC with (i) the employee's identification number, (ii) the dispensing organization's license number as well as batch number, (iii) the amount, type (including strain, if applicable) of cannabis or cannabis-infused product dispensed, (iv) the price for each item, and (v) the date and time the cannabis was dispensed. The Wellness Guide will then complete the dispensation process from behind the Restricted Access Area, accept payment, and issue a receipt.

Our authorized employees will be thoroughly trained to properly handle our cannabis inventory in order to maintain the integrity of the product and its packaging. Customers will be prohibited from handling cannabis until the conclusion of a compliant transaction. In accordance with retail policy, customers may not open cannabis packaging until they have left the premises, including the parking area. Violators will be warned, and if necessary, banned from the retail location. Our security team will be tasked with enforcing this rule as well as monitoring the service area and ensuring compliance with our SOPs and State law.

Point of Sale Packaging and Label Controls

We will only accept cannabis and cannabis products from an adult use cultivation center, craft grower, infuser, dispensing organization, or transporting organization that it is pre-packaged and labeled in accordance with the most recent rules by the Michigan Regulatory Agency (MRA). When receiving products, our Retail Manager will confirm at least three separate times during the receiving and transport process to the Secure Vault and Storage Area, that the products are pre-packaged and labeled in compliance with the rules of the MRA.

We will only dispense cannabis to a customer in a sealed and properly labeled package. Each container of cannabis must be labeled in English, in clearly printed type and in a sufficiently legible font size. Labels must be easily read, conspicuously placed on the package, and must not obscure information required to be displayed by applicable law and regulations.

Prior to dispensation of any cannabis to a customer, Wellness Guides must carefully inspect



Wellness Guides at our Washington D.C. location

all labels that are already affixed to the packaging to ensure compliance. Upon approval of an authorized transaction, the sales agent will use Leaf Logix software to create a customer-specific label that must be affixed to the packaging prior to transferring possession of the product to the purchasing customer. Such customer specific-label must include any information that may be missing from other labels affixed to the unit-sized packaging created by the originating producer of such product, including but not limited to, the name of our store, producer license number, source and batch number, net weight, activation time, testing location, and all warning required by the MRA. Should a label be obscured, damaged, illegible or otherwise unfit, our staff will be trained to immediately reject the label and create and affix a new compliant label.

Employees are strictly prohibited from altering, obliterating, or destroying any label attached to a container.

Inventory Management During Opening Procedures

The Retail Manager will oversee the opening procedures. Prior to opening, the staff member will enter the secure Vault Room to remove and transfer an amount of cannabis and cannabis products necessary for stocking the display cases of the shop. As products are removed from the vault, employees must: (i) inspect the products packaging to ensure the integrity of the containers; the compliance of the labels; that no products or packages are unsealed, expired, damaged, deteriorated, mislabeled, contaminated or recalled; and (ii) update Leaf Logix reflecting the transfer of the products to the service area. After removing the necessary amount of products from the vault, the employee must exit the Vault Room (ensuring that the door has been fully closed, secured, and locked) and immediately transfer the products to the service area. As products are placed into the locking display case, they will be carefully accounted for and inspected again to guarantee they are suitable for dispensation. All product stocking procedures will be handled by a minimum of 2 authorized employees and must be conducted in the presence of our security team and within the view of our surveillance system.

Inventory Management During Closing Procedures

As part of the daily closing procedures, authorized employees will enter the service area of the store to remove and transfer all unsold cannabis products from the locking display case back to the appropriate safe (or locking refrigerator or freezer, as applicable) within the Vault Room. As products are removed, managers will:

- Inspect all products and product packaging to ensure:
  - The integrity of the containers

    - The legal compliance of all affixed labels
    - No products are expired, damaged, deteriorated, mislabeled, contaminated or recalled
    - The containers or packaging have not been opened, breached or otherwise tampered with
- Update the Leaf Logix/METRC inventory tracking system reflecting the transfer of the products back to the vault

Once the above has been confirmed, the staff member will exit the service area and immediately transfer all unsold products to the secure vault room. All unsold product transfer procedures will be handled by a minimum of two authorized employees and will be conducted in the presence of security agents and within the view of our recording surveillance system. Once an unsold product transfer has been completed, authorized agents will:

- Exit the Vault Room ensuring the door has been fully closed, secured and locked
- Update the Leaf Logix/METRC system with all actions taken to the products,
- Immediately notify the Retail Manager and Security Manager that all unsold products have been safely transferred back to secure storage

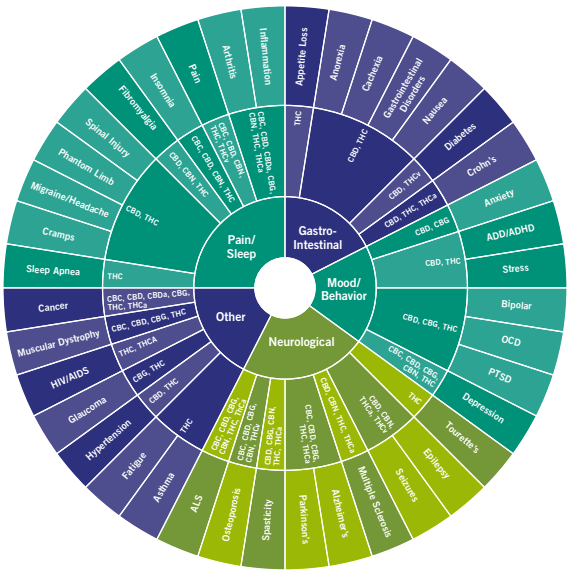
Procedure for Tracking Denials of Sales

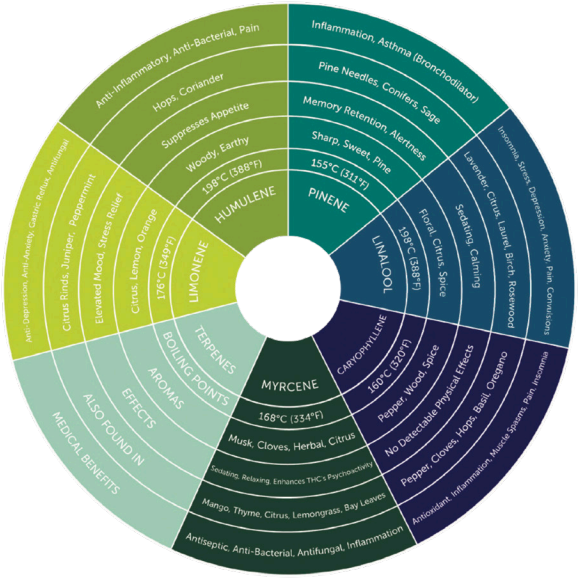
If a customer attempts to acquire an unauthorized or non-compliant quantity of products, our staff will deny the attempted transaction and politely inform the customer of the reason for denial. Then, the customer will either be (i) informed of the date upon which they may return to acquire the desired additional amounts of product, or (ii) given an opportunity to revise his or her order to a lower amount that may be lawfully dispensed. Upon each instance of denial of service, our staff will create an Incident Report in Leaf Logix setting forth (i) the dispensing organization agent's identification number, (ii) the employee's identification number, (iii) the amount, type (including strain, if applicable) of cannabis or cannabis-infused product requested for purchase, (iv) the price for each item requested, (v) the date and time of the proposed transaction, and (vi) the reason for the denial of sale. In addition, we will update our internal customer records (to the extent we have received prior authorization from such customer to track their purchasing activity), as well as any electronic tracking system implemented by the State for the purpose of tracking such events.

Products Offerings

We intend to sell a wide assortment of products in order to best serve Michigan's growing and maturing cannabis market. Maintaining a wide variety of products with different strengths and means of administration is vital to ensuring a robust cannabis marketplace that can cater to all individuals. As we do in our retail locations across the county, we intend to sell products that can be smoked, vaporized, nebulized, inhaled, ingested through the stomach, taken sublingually and topically applied. As we have done elsewhere, we will take all appropriate measures to ensure customers have sufficient options of available cannabinoid profiles and routes of administration to accommodate their personal needs and tolerance. No two patients are alike, so as a top-tier provider in the health and wellness space, we feel it is our responsibility to offer an appropriate spectrum of products for distribution.

As a matter of practice, we will not sell products that contain any additional active ingredients





or materials that alter the color, appearance, smell, taste, effect or weight of the cannabis product. We also expect that all excipients will be pharmaceutical grade. We will not sell cannabis products that contain seeds, stems, dirt, sand, mildew, debris or other foreign matter, mold, rot or other fungus or bacterial diseases and pesticides or any chemical or metal contamination.

We will seek to source products that have been processed using the refined plant extracts obtained from original strains, without manipulated cannabinoid separation, in order to preserve the “entourage effect” (i.e., the natural synergies of the medicinal compounds as they are present in their natural state in the cannabis plant) as this yields the best treatment options for the customer.

We are already providing tens of thousands of customers with a wide array of product offerings in medical and adult use markets around the country, including Ann Arbor and Detroit, and we are ready to do the same in Northfield Township as soon as we open our doors, thanks to our strong relationships with existing cultivators and manufacturers. Specifically, in addition to flower/ pre-roll products, our manufactured product offerings may include:

- Full Extract Oil (RSO)
- Sub-critical CO2 Olioresin (wax, honey oil)
- Supercritical CO2 Olioresin (crumble, CO2 concentrate)
- Sub-critical CO2 Absolute (shatter, pull snap)
- Supercritical CO2 Absolute (shatter, pull snap 2nd run)
- Dry Sift
- CBD Oil
- Safflower Oil Extract
- Topical lotion
- Roll-On Cream
- Balm
- Analgesic Spray
- Sublingual Strips
- Bath Salts
- Rosin
- Lip Balm
- Capsules
- Ethanol Tincture
- Glycerin/Non-Alcohol Tincture
- Effervescent Tablet

- Infused Sugar (granular form of sweetened THC)
- Transdermal Patches/Pens
- Distillate

The selection of these methods of delivery is aimed at giving customers more choices to determine the best dosages and mechanisms of delivery for each individual. As we receive feedback from customers and the marketplace at large, we will periodically review and update our product offerings, always remaining in compliance with applicable Michigan law, rules and regulations.

Product Details

Topical product forms include gels, creams, oils and ointments which are infused with active cannabinoids and are applied to, and absorbed directly through, the skin. These products offer relief by binding to a network of receptors called CB2 found throughout the body that are activated either by the body's naturally occurring endocannabinoids or by phytocannabinoids found in the medical marihuana plant. The cannabinoids in the topical product bind to the CB2 receptors in the human skin, which absorb them in a way that helps cells regenerate, allowing wounds to heal faster and easing painful chronic conditions. Since topicals are not absorbed into the bloodstream, they are non-psychoactive and often popular among patients who want the therapeutic effects of medical marihuana without any psychoactive effects.



Capsules are an easy way for patients to consume medical marihuana without vaporization. We will source capsules from manufactures that utilize terpenoid- and cannabinoid- rich SCFE and LHE extracts, and decarboxylate the extracts to increase the bio-availability of cannabinoids. This product is an easy to swallow capsule containing a full spectrum of active compounds optimized for bio-availability. We intend to offer Extended Release (Enteric-Acid Resistant) capsules, which are designed to bypass the stomach acid and only dissolve once they reach the intestine. Enteric capsules are acid resistant by design with a pH sensitive polymer incorporated into the formulation. Enteric capsules dissolve at a pH of 5.5 or higher, thus preserving many cannabinoids from being destroyed by the gastric acids. For customers who prefer a planned or extended release medicine, this type of capsule can increase bio-availability by up to 20%. Extended release capsules begin dissolving 1-2 hours after ingestion.



Infused Dark Chocolate is a very effective delivery system because of a synergy that exists between cannabinoids and the antioxidants and biogenic amines naturally present in chocolate. Cacao, the plant from which chocolate is made, is rich in endocannabinoids, the natural cannabinoids found in our body.



Sublingual Tabs are water-soluble mint flavored tablets that rapidly dissolve and are quickly absorbed by the blood stream. We will source sublingual tabs are all natural and made with anti-inflammatory essential oils. They offer an effective rapid relief for patients who prefer not to vaporize.



Oil Formulations are a pharmaceutical-grade cannabis oil that is immediately ready for consumption. Oil products can be administered by patients in a number of safe, effective ways including by vaporization.



Full Spectrum CBD Oil was one of the first products we developed, which we did in a partnership with a local Washington, D.C. parent looking for a safe and trustworthy means to treat her son, who had been diagnosed with childhood epilepsy at just four years old and was suffering from over 50 seizures a day. Using a proprietary, full-plant alcohol extraction and distillation method, we extracted CBD oil from our CBD-only medical marihuana strains and created a coconut oil-based medicine safe for children that has had lasting results. By integrating extracted products with MCT oil, it is easier to administer and dose our medications for children as well as adults.



Rick Simpson Oil is a highly concentrated, whole-plant ethanol extract named after a medical doctor who developed the medicine to treat his patients suffering from cancer, MS and other debilitating diseases. RSO is manufactured using a whole plant cold ethanol extraction followed by roto-evaporation and decarboxylation. The decarboxylation step activates the cannabinoids and increases bio-availability. The resulting oil contains the full spectrum of medicinal compounds found in medical marihuana.



Alcohol Tincture is a full-spectrum medicine manufactured using a cold ethanol extraction process. This process yields a holistic herbal medicine that contains several classes of medicinal compounds including flavonoids, alkaloids, chlorophylls, cannabinoids and terpenoids. This medicine is easily administered without the need for vaporization. Ethanol extraction is an effective means of delivery for medicinal marihuana because it aids in the rapid absorption of active ingredients.



Wax is a full spectrum concentrate with balanced terpenoid and cannabinoid profiles. This concentrate is cryogenically extracted with LHE or SCFE and further lightly processed under vacuum with low heat. These concentrates are manufactured from strains with a variety of cannabinoid and terpenoid profiles.



Shatter is a cannabinoid-rich concentrate. It is cryogenically extracted by LHE or SCFE starting with high quality premium flower. This concentrate is clear in color with a stable consistency. As with wax this concentrate can be manufactured with a variety of cannabinoid and terpenoid profiles.



Vapor Cartridges are portable, handheld oil-filled devices which can provide discreet and immediate relief for patients. To manufacture vapor cartridge oil, two

cryogenic extractions are performed: the first uses low pressure and temperature conditions to yield a purified terpenoid fraction; the second uses a modified pressure and temperature configuration and yields a cannabinoid rich fraction. The two fractions are then re-combined to create a full spectrum, terpenoid- and cannabinoid- enriched oil that is dispensed into vapor cartridges. This method of manufacturing, with separation and recombination of fractions allows us great versatility in designing a range of pharmaceutical-grade full spectrum medicines.



Distillate Vapor Cartridges are manufactured using cryogenic LHE or SCFE in tandem with molecular distillation. Terpenoids and cannabinoids are extracted and further purified using cold ethanol precipitation. Following precipitation, ethanol is roto-evaporated, and the remaining oil is distilled into more purified cannabinoid and terpenoid fractions. These fractions are recombined with isolated terpenoid fractions to create custom blends of active compounds. Because of the purity and precision that is able to be achieved using molecular distillation, manufacturers can tailor specific ratiometric products with custom combinations of cannabinoids and terpenoids.

Salve is an effective pain reliever.

The most effective cannabis salves are made by extracting cannabis with avocado oil in addition to arnica and comfrey, two anti-inflammatory herbs. Avocado oil contains very high levels of natural lecithin which increases transdermal absorption. The oil extract can then be mixed with beeswax to provide a soothing texture and ease of application. The synergistic effects of the avocado oil, anti-inflammatory herbs and beeswax when combined with CBD-rich cannabis has proven very effective in relieving pain in patients with diverse conditions from arthritis to nerve, muscle and tendon pain.

Service to our Customers

Private Consultations: In order to provide the best level of service for our customers, our Wellness Guides will (upon request) provide free consultations to customers related to general information about cannabis and specific information on therapeutic benefits. Consultations will typically take place in our Private Consultation Rooms in the Dispensing Service Area after customer verification. Customers will be encouraged to ask questions regarding product selection, comparisons of strains/formulations, administration options, dosing, pricing, etc. All consultations will be conducted in a confidential, safe and judgment-free manner that will respect the privacy of every customer. Wellness Guides will not take any notes during the consultation and Wellness Guides will be instructed not to share any information with other staff members. We will also ensure cultural



Private consultation room

competency for our local patient population by providing access to bilingual staff when necessary.

Compassionate Pricing Plans: While we have years of experience operating in markets like Michigan that have transitioned from medical to adult-use (such as California and Massachusetts), in our heart we remain a wellness company focused on improving the lives of our customers through the benefits of cannabis. Accordingly, we want to ensure that everyone has access and can afford cannabis for their own personal well-being, regardless of income and wealth. Indeed, many of our customers suffer from debilitating ailments that saddle them with exorbitant bills, while also impeding or preventing altogether their ability to work. As a consequence, we have implemented a graduated pricing formula to ease the burdens placed on customers in our affiliate shops operating throughout the country.

We understand that cannabis not only has to be of the highest quality, but also affordable and accessible to our customers. To that end, we dispense cannabis and cannabis products at different price points, including a lower cost product, so that we can serve all of our customers regardless of their income.

Generally, in order to set pricing of the products that we will sell at our licensed stores, we rely on our deep industry experience and knowledge to assess the average national prices for similar products of similar quality. However, we know that not all states or local communities have the same concerns or the same demographics. In order to meet our ultimate goal of serving all customers in need of care, before pricing products we conduct an exhaustive study of local census data to ascertain the surrounding area's median income, including data points such as average national prices.

We then analyze data using a proprietary algorithm to extrapolate a price continuum for our products that is affordable to the surrounding population. Following that process, we conduct recurring reviews of our sales figures to ensure that our pricing structure accounts for market vagaries, whether caused by product shortfalls or economic recession. After taking this into account, we then conduct an exhaustive study of income levels in the surrounding areas to ensure that our products are appropriately priced and affordable to the surrounding customer population.

We discount products for customers receiving government assistance (or who otherwise fall below the poverty line), veterans, senior citizens, Medicaid and/or SSDI recipients, AIDS and HIV patients, opioid addicts and the terminally ill based upon a sliding scale ranging from 20% to 50% and terminal patients through a sliding fee scale. Notably, we plan to offer combined discounts for customers who qualify for the subsidy under multiple categories, affording even greater cost reductions.

In addition, our subsidy program enables indigent customers to receive cannabis products, including highly potent (and expensive) strains that are most effective for their condition at virtually no cost. Each year, our affiliates operating in other jurisdictions across the country give away thousands of dollars in free, or severely discounted, products where applicable laws, rules and regulations permit.

As an adjunct to our subsidy program, we also convene regular community forums featuring local medical providers and social workers that aim to



educate people about the benefits of cannabis, and to inform them of our latest product offerings.

Customer Loyalty Rewards Program: We have one of the cannabis industry's leading customer loyalty and rewards programs. For every three qualifying visits, participating customers who have elected to opt-in to this program will earn special discounts on products available only to rewards members, such as:

- 1/8th of flower for $1
- ½ gram of concentrate for $5
- Vape cartridges for $15

Customers can track their rewards through SpringBig, our customer loyalty platform. Whenever a customer opens their digital wallet, they can select a reward and redeem it the next time they visit our store.

We also maintain a referral program that allows our customers to earn additional rewards and discounts. For every three new customers referred by an existing customer, the referring customer will have the option of any of the following for $1:

- Two 100mg edibles
- ¼ oz. of flower
- 1 gram of concentrate

GS Ashley

SECTION 3

FINANCIAL STABILITY

$1,000,000 COMMITTED TO ADULT USE FACILITY AT 22 BARKER, NORTHFIELD TOWNSHIP

GS Ashley LLC, through itself and its partner Holistic Industries, Inc. is investing over $30,000,000 into the State of Michigan, with over $1,000,000 earmarked for its Northfield Township adult-use retail center at 22 Barker. This committed money will be used to support (i) The purchase and refurbishment of the vacant retail space, into a compliant and environmentally conscious building in the heart of the downtown district; (ii) The beautification of the site, along with repaving nearby sidewalks increases aesthetics and public safety; and (iii) Working capital to operate a leading retail site for the region, while also fulfilling outreach and spurring the local Northfield Township downtown community.

On April 26, 2019, Holistic entered into a joint venture with GS Ashley pursuant to which Holistic has committed investing over $30,000,000 into growing their vertically integrated, production, processing and retail business in the State of Michigan with primary focus in Southeast Michigan region. In addition to the retail location at 22 Barker, these funds are also being earmarked to construct a 65,000 sq. ft. state-of-the-art vertically-integrated facility in Madison Heights. The production and processing operations housed there will supply outlets statewide with best in class cannabis and cannabis products.

GS Ashley is passionate about operating high-level, aesthetically pleasing retail locations with an emphasis on customer service. In order to accomplish creating beautiful and harmonious sites that are secure and inviting with a motivated well-trained staff. GS Ashley is aware that the startup costs for each site can be large, commonly exceeding what many people who have not gone through the process imagine, and it can take some time to reach breakeven from operations. For this reason, GS Ashley believes committing over $1,000,000 to 22 Barker will more than exceed financial requirements for the purchase, renovation and working capital until breakeven. Below is a snapshot of Holistic's Level One Bank statement for the period ending 1/31/2020, which shows an available cash balance of $8,693,973.69. Holistic recently completed a $55,000,000 capital raise in summer of 2020. One of the primary uses of the funds raised by Holistic is to build out GS Ashley's Michigan growth, including the facility in Northfield Township.

Snapshot of Holistic's Level One Bank statement for the period ending 1/31/2020

LevelOne BANK

32991 Hamilton Court
Farmington Hills, MI 48334

RETURN SERVICE REQUESTED

HOLISTIC INDUSTRIES INC
1900 W PARK DR STE 280
WESTBOROUGH MA 01581-3919

Statement Ending 01/31/2020

Page 1 of 2

Managing Your Accounts

Phone:	888-880-5663
E-mail:	contact@levelonebank.com
Website:	levelonebank.com
Mail:	32991 Hamilton Court Farmington Hills, MI 48334

Summary of Accounts

Account Type	Account Number	Ending Balance
BUSINESS MONEY MARKET	XXXXXX4417	$8,693,973.69

BUSINESS MONEY MARKET - XXXXXX4417

Attestation

As mentioned above, GS Ashley has committed at least $1,000,000 for an adult-use retail facility at 22 Barker, Northfield Township, out of the total allotted to Michigan projects, part of which is shown in the bank statement above.

Please see Appendix (A) for the CPA attestation from 2/26/20 showing the $1,000,000 currently earmarked in accordance with the Michigan Medical Marihuana facilities Licensing Act Emergency Rules, Rule 11, for and Adult-Use Marihuana Establishment License.

Appendix (A)

Angell & Company, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

5700 Crooks Rd. • Suite 102
Troy, MI 48098
Telephone: (248) 649-8720
Fax: (248) 649-8727

GS ASHLEY, LLC

INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE

JANUARY 31, 2020

Angell & Company, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

5700 Crooks Rd. • Suite 102
Troy, MI 48098
Telephone: (248) 649-8720
Fax: (248) 649-8727

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Angell & Company, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

5700 Crooks Rd. • Suite 102
Troy, MI 48098
Telephone: (248) 649-8720
Fax: (248) 649-8727

INDEPENDENT ACCOUNTANTS' REPORT

February 26, 2020

To the Members of:
GS ASHLEY, LLC
338 S. Ashley
Ann Arbor, MI 48104

We have examined GS ASHLEY, LLC's compliance with the minimum capitalization requirements of $1,000,000 in accordance with Michigan Medical Marihuana Facilities Licensing Act Emergency Rules, Rule 11 for an Adult-Use Marijuana Establishment License as of January 31, 2020. Management of GS ASHLEY, LLC is responsible for GS ASHLEY, LLC's compliance with the specified requirements. Our responsibility is to express an opinion on GS ASHLEY, LLC's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether GS ASHLEY, LLC complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether GS ASHLEY, LLC complied with the specific requirements. The nature, timing and extent of the procedures selected depends on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on GS ASHLEY, LLC's compliance with the specific requirements.

In our opinion, GS ASHLEY, LLC complied, in all material respects, with the minimum capitalization requirements of 1,000,000, in accordance with the Michigan Medical Marihuana Facilities Licensing Act Emergency Rules, Rule 11for an Adult-Use Marijuana Establishment License as of January 31, 2020.

GS ASHLEY, LLC

STATEMENT OF CAPITALIZATION

JANUARY 31, 2020

	AMOUNTS	SOURCE
Non Liquid/ Liquid assets -		
Funds available for Capitalization	$ 7,500,000	Holistic Industries, Inc. (Convertible Note)
Total capitalization	$ 7,500,000	

See Independent Accountants' Report.

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

Bureau of Medical Marihuana Regulation
P.O. Box 30205 Lansing, MI 48909

STATEMENT OF MONEY LENDER

This form is to be used by persons lending money to an applicant for a marihuana facility state operating license to meet the capitalization requirements of Emergency Rule 11. In addition to this form, the applicant and/or money lender must provide a CPA attestation documenting the source of these funds.

STATE OPERATING LICENSE APPLICANT INFORMATION

Enter the information for the applicant for which the money lender is lending money

Applicant Name	Applicant Prequalification Number (if known)
GS Ashley, LLC	ERGA-18-000207
Applicant FEIN/SSN 81-2830222	**Business Name** (if applicable) d/b/a Greenstone Society
Applicant Contact Person in Reference to This Form R. Lance Boldrey, Counsel for GS Ashley, LLC	**Contact Phone:** (517) 374-9162

MONEY LENDER DEMOGRAPHIC INFORMATION

Enter the information regarding individual or entity lending money

Money Lender's Name (Individual or Entity e.g. LLC or corporation) One Two Tree Holdings LLC	
Money Lender's Member/Director/Officer's Full Name and Title (If money lender is an entity) Erick Moir, Manager of One Two Tree Holdings LLC	
FEIN/SSN 82-4187350	**DOB** (for SSN entries only) N/A
Business Address #230 33717 Woodward Avenue Birmingham, Michigan 48009	**Phone Number** (734) 773-3075
Mailing Address (if different than above) Same	**Email Address** erick@onetwotreeholdings.com

LOAN INFORMATION

Enter information and details about the investment in applicant's facility

1) Describe in detail the type of instrument securing the line of credit or debt and provide a copy of the instrument with this form (e.g., promissory note or other legal document securing the line of credit or debt)
Pledge agreement in the amount of $7,500,00.00 in favor of GS Ashley, LLC.

2) Amount of the loan	3) Will the money lender have an interest in the marihuana facility, other than as a lender for the line of credit or as creditor for the debt? If yes, answer question 4 below.
$7,500,000.00	Yes ■ No☐

4) State the nature of the interest the money lender will have in the marihuana facility
One Two Tree Holdings is the sole member of GS Ashley, LLC.

5) Does the money lender have an interest in any other marihuana-related licenses or applications for marihuana-related licenses in any state?
Yes ☐ No ■ If yes, list below
N/A

BMMR-MMFL (New Feb-18)

Page 1 of 2

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

Bureau of Medical Marihuana Regulation
P.O. Box 30205 Lansing, MI 48909

MONEY LENDER'S ACKNOWLEDGEMENT, CONSENT, & ATTESTATION

I, Erick Moir, as Manager of One Two Tree Holdings LLC, being first duly sworn upon oath or affirmation, depose and state:

I am responsible for the submission of this form, and I agree to be bound by and comply with the Medical Marihuana Facilities Licensing Act (MMFLA) 2016 P.A. 281, to be subject to the jurisdiction of the courts of Michigan, and to choose Michigan as the forum if a dispute, question, or controversy arises under the MMFLA.

I further agree to provide, upon request, any information and documentation as may be required by the Bureau of Medical Marihuana Regulation (Bureau) to establish and determine the identity, eligibility, suitability, and qualification of the money lender or any other person associated with the money lender as may be relevant to document the source of the funds and to confirm the nature of the agreement between the applicant and the money lender. I understand that any material changes to the subject matter of this form must be filed with the Bureau without undue delay.

Money Lender's Signature

Erick Moir, as Manager of One Two Tree Holdings LLC
Money Lender's Printed Name & Title

Money Lender's Spouse's Signature
(Required only if line of credit is pledged from jointly held assets)

N/A
Money Lender's Spouse's Printed Name

5.21.19
Date

Subscribed and sworn to by Erick Moir, as Manager of One Two Tree Holdings LLC (applicant name) before me on 05-21-19 (date).

Notary Public Signature

Robert Balgenorth
Notary Public Printed Name

State of Michigan, County of Wayne. Acting in the County Of Wayne (county), MI (state)

My commission expires: 12-27-24.

ROBERT BALGENORTH
Notary Public - State of Michigan
County of Macomb
My Commission Expires Dec 27, 2024
Acting in the County of Wayne

BMMR-MMFL (New Feb-18)

Page 2 of 2

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

Bureau of Medical Marihuana Regulation
P.O. Box 30205 Lansing, MI 48909

STATEMENT OF MONEY LENDER

This form is to be used by persons lending money to an applicant for a marihuana facility state operating license to meet the capitalization requirements of Emergency Rule 11. In addition to this form, the applicant and/or money lender must provide a CPA attestation documenting the source of these funds.

STATE OPERATING LICENSE APPLICANT INFORMATION

Enter the information for the applicant for which the money lender is lending money

Applicant Name	Applicant Prequalification Number (if known)
GS Ashley, LLC	ERGA-18-000207
Applicant FEIN/SSN 81-2830222	**Business Name** (if applicable) d/b/a Greenstone Society
Applicant Contact Person in Reference to This Form R. Lance Boldrey, Counsel for GS Ashley, LLC	**Contact Phone:** (517) 374-9162

MONEY LENDER DEMOGRAPHIC INFORMATION

Enter the information regarding individual or entity lending money

Money Lender's Name (Individual or Entity e.g. LLC or corporation) Holistic Industries, Inc.	
Money Lender's Member/Director/Officer's Full Name and Title (If money lender is an entity) Josh Genderson, CEO of Holistic Industries, Inc.	
FEIN/SSN 83-3070502	**DOB** (for SSN entries only) N/A
Business Address 308 Massachusetts Ave NE Washington, DC 20002	**Phone Number** (301) 580-2865
Mailing Address (if different than above) 308 Massachusetts Ave NE Washington, DC 20002	**Email Address** Josh.genderson@holisticindustries.com

LOAN INFORMATION

Enter information and details about the investment in applicant's facility

1) Describe in detail the type of instrument securing the line of credit or debt and provide a copy of the instrument with this form (e.g., promissory note or other legal document securing the line of credit or debt) This is a convertible note for the benefit of One Two Tree Holdings LLC, which has pledged the funds to GS Ashley, LLC.	
2) Amount of the loan $7,500,000.00	**3) Will the money lender have an interest in the marihuana facility, other than as a lender for the line of credit or as creditor for the debt? If yes, answer question 4 below.** Yes ■ No☐
4) State the nature of the interest the money lender will have in the marihuana facility Holistic Industries will become a member of One Two Tree Holdings LLC, GS Ashley's parent company, once it is approved by the Michigan Marijuana Regulatory Agency and exercises its conversion rights.	
5) Does the money lender have an interest in any other marihuana-related licenses or applications for marihuana-related licenses in any state? Yes ■ No ☐ If yes, list below See attached list.	

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

Bureau of Medical Marihuana Regulation
P.O. Box 30205 Lansing, MI 48909

MONEY LENDER'S ACKNOWLEDGEMENT, CONSENT, & ATTESTATION

I, Josh Genderson, as CEO of Holistic Industries, Inc., being first duly sworn upon oath or affirmation, depose and state:

I am responsible for the submission of this form, and I agree to be bound by and comply with the Medical Marihuana Facilities Licensing Act (MMFLA) 2016 P.A. 281, to be subject to the jurisdiction of the courts of Michigan, and to choose Michigan as the forum if a dispute, question, or controversy arises under the MMFLA.

I further agree to provide, upon request, any information and documentation as may be required by the Bureau of Medical Marihuana Regulation (Bureau) to establish and determine the identity, eligibility, suitability, and qualification of the money lender or any other person associated with the money lender as may be relevant to document the source of the funds and to confirm the nature of the agreement between the applicant and the money lender. I understand that any material changes to the subject matter of this form must be filed with the Bureau without undue delay.

Money Lender's Signature

Josh Genderson, as CEO of Holistic Industries, Inc.
Money Lender's Printed Name & Title

Money Lender's Spouse's Signature
(Required only if line of credit is pledged from jointly held assets)

N/A
Money Lender's Spouse's Printed Name

5-21-19
Date

Subscribed and sworn to by Josh Genderson, as CEO of Holistic Industries, Inc. (applicant name) before me on May 21, 2019 (date).

Notary Public Signature

Tammy Nguyen
Notary Public Printed Name

State of District of Columbia, ~~County of~~ N/A. Acting in the ~~County Of~~ District of Columbia. (county) (state)

My commission expires: September 14, 2022.

TAMMY NGUYEN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. 09/14/22

BMMR-MMFL (New Feb-18)

Page 2 of 2

LevelOne BANK

32991 Hamilton Court
Farmington Hills, MI 48334

RETURN SERVICE REQUESTED

HOLISTIC INDUSTRIES INC
1900 W PARK DR STE 280
WESTBOROUGH MA 01581-3919

Statement Ending 01/31/2020

Managing Your Accounts

Phone:	888-880-5663
E-mail:	contact@levelonebank.com
Website:	levelonebank.com
Mail:	32991 Hamilton Court Farmington Hills, MI 48334

Summary of Accounts

Account Type	Account Number	Ending Balance
BUSINESS MONEY MARKET	XXXXXX4417	$8,693,973.69

BUSINESS MONEY MARKET - XXXXXX4417

[redacted]

EQUAL HOUSING LENDER Member FDIC

LevelOne BANK
32991 Hamilton Court
Farmington Hills, MI 48334
Ph: 248-737-0300
Fax: 248-536-5060
www.levelonebank.com

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS AND DEBITS OUTSTANDING NOT CHARGED TO YOUR ACCOUNT

CHECK NO.	$	
TOTAL		

COLUMN A

CHECKS AND DEBITS OUTSTANDING NOT CHARGED TO YOUR ACCOUNT

CHECK NO.	$	
TOTAL		

COLUMN B

STATEMENT RECONCILIATION

1. ENDING BALANCE Shown on this statement		
2. ADD (+) Deposits made but not shown on this statement		
3. Total		
4. SUBTRACT (–) Total of checks and debits outstanding	Column A	
	Column B	
5. BALANCE		

Current Checkbook Balance	
ADD (+) Interest earned from this statement	
SUBTRACT(–) Misc. charges from this statement	
NEW CHECKBOOK BALANCE Should agree with BALANCE line	

Telephone Banking
1 877.880.7378

12/12 B-184

In Case of Errors or Questions About Your Electronic Funds Transfers

In case of errors or questions about your electronic transfers, telephone us at 888-880-5663 or write us at Level One Bank Deposit Operations, 32991 Hamilton Court, Farmington Hills, MI 48334 as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared, Business days are Monday through Friday, excluding federal holidays.

(1) Tell us your name and account number (if any),
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information,
(3) Tell us the dollar amount of the suspected error.
If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Check card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly, If we need more time, however, we take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question, If our findings are in your favor we will credit your account within 10 business days (5 business days for Visa® Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation, If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In Case of Errors or Questions About Non-Electronic Transactions

You must notify us within 30 days from when we first send or make the statement available to you of any unauthorized or missing signatures, alterations, other errors or improper charges identified on this statement. If you fail to notify us within the prescribed time period or to commence action against us within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any item in that statement. For complete details, refer to the Level One Account Disclosure.

Method of Computing Your Credit line Finance Charge

The finance charge on your account is computed by applying the daily periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance" we take the beginning balance of your account each day, add any new loans, and subtract any payments or credits and unpaid finance charges that have been billed since the last statement date. This gives us the "daily balance." For more information, please refer to your billing rights notice and credit disclosure statement.

Billing Rights Summary - In Case of Errors or Inquiries About Your Credit Line Bill

If you think your bill is wrong or if you need more information about a transaction listed on your bill, write us on a separate sheet at Level One Bank, 32991 Hamilton Court, Farmington Hills, MI 48334 as soon as possible, We must hear from you no later than 60 days after we sent you the FIRST bill on which the problem or error appeared. You can telephone us, but doing so will not preserve your rights.
In your letter, give us the following information:

(1) Your name and account number.
(2) The dollar amount of the suspected error.
(3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

EQUAL HOUSING LENDER

You may request at any time account disclosures containing terms, fees, and rate information for your account. Please contact us at (888) 880-5663 or visit your nearest banking center.

FDIC

GS Ashley

SECTION 4

BUSINESS EXPERIENCE

DOCUMENTED BUSINESS HISTORY

The GS Ashley team is comprised of a diverse and distinguished group of women and men with unparalleled experience and expertise in the medical cannabis industry, by virtue of operating the country's largest, privately-held, medical cannabis company. These subject matter experts bring with them a variety of business and public sector backgrounds and experiences to bear on the continued growth and daily operations of our company.



Erick Moir

Managing Member of GS Ashley

Erick is the Managing Member and co-founder of GS Ashley, one of the original 13 provisioning centers that were allowed to operate within the city limits of Ann Arbor before the passage of the MMFLA, as a result of its high standards of operations and its commitment to the local community. As General Manager of GS Ashley's Ann Arbor operations, Erick was part of the team that transformed a turn-of-the-century historic building into a working retail storefront that seamlessly blends with its commercial and residential neighbors. Since 2016, Erick has worked hand-in-hand with the Ann Arbor community and municipality to integrate GS Ashley into the downtown district and become a productive, contributing business. As the majority owner of GS Ashley, Erick was required to undergo a full financial and criminal history background check with the Medical Marihuana Licensing Board in order to obtain pre-qualification status for GS Ashley, which GS Ashley obtained in October 2018.

Erick made his first foray into the medical marihuana industry in California's Medical market, where he pioneered one of the first approaches to an organic growing environment. Erick quickly gained a reputation for being able to bring his boutique, organic approach to large harvests and was instrumental in the push for more stringent standards and testing in the California Medical market. After consulting for some of the largest medical marihuana operators in California, Erick moved back to his native Detroit to bring his knowledge and experience to bear in Michigan's burgeoning medical marihuana industry.

For more than 40 years, Erick and his family have also owned Ken's South Park Service, a trusted auto repair service station in Eastpointe. Erick received his business education from Macomb Community College, Western Michigan University, and the University of Washington Business School, Seattle, WA

Outside of GS Ashley, Erick volunteers his time cooking and serving food at Michigan's largest annual charity event, which raises money and awareness for Cass Community Social Services, a Detroit-based agency dedicated to providing food, housing, health services, and jobs to those in need.



Joshua Genderson

Stakeholder | CEO of Holistic Industries

Josh Genderson has risen to become one of the luminaries in the medical marihuana industry. He is the Chief Executive Officer of Holistic Industries Inc., the nation's largest privately-owned multi-state operator,

with vertically integrated operations in Maryland, Massachusetts, Pennsylvania, Washington, D.C, and California (Los Angeles and San Francisco).

Josh's facilities in Washington, D.C. breed the high-CBD strains that parents have come to rely upon to treat their children's seizure disorders. Notwithstanding the stringent limits the District places on plant count, under Josh's management, Holistic's industrial-scale nurseries produce sufficient quantities of pharmaceutical-grade medicinal marihuana products to service its patients, all while maintaining an exemplary compliance record. As a consequence, the District recently solicited Josh's counsel on how to refine the municipality's rules and procedures in order to nurture more CBD strains and to further its marihuana program's medical mission.

Under Josh's management, Holistic has served hundreds of thousands of patients nationally while forging a close rapport with program regulators, participating physicians and local law enforcement officials. Patients request Josh's strains by name, and his products carry the kind of cachet and goodwill that only the most esteemed and time-honored American brands typically bring. Josh is also often called upon to meet with and advise federal, state and local elected officials and law-makers about issues relating to the marihuana industry and the adoption and implementation of medical and adult-use marihuana programs.

Josh did not develop his skills in a vacuum. Josh also serves as President of Schneider's of Capitol Hill, The Gendersons' third generation, family owned wine and spirit retail, wholesale and distribution business that has been a staple of Washington, D.C. for over 70 years. Josh is also a civic leader and a generous contributor to charitable causes. He belongs to the Young Presidents Organization, and he serves as a Board Member of Hearts Delight, a subsidiary of the American Heart Association and American Stroke Association. Josh is a graduate of the University of Maryland.



Barry Bass

CFO of Holistic Industries Inc.

As Chief Financial Officer of Holistic Industries, Barry is primarily responsible for sourcing capital, helping to analyze and structure various transactions and putting systems and controls in place to ensure accurate budgeting and reporting for Holistic. Once approved by the Marihuana Regulatory Agency, Barry will also oversee GS Ashley's financial operations in Michigan.

Prior to joining Holistic, Barry was the Chief Business Officer at Willco, one of the nation's largest real estate developers, where he was involved in raising capital for a medical cannabis operation in Maryland, including the construction of a state-of-the-art cultivation and processing facility. Prior to Willco, Barry was the Chief Financial Officer of Carr Properties in Washington, D.C., and before that he served as Chief Financial Officer of First Potomac Realty Trust (NYSE:FPO), where he helped the company complete its initial public offering. Barry is a graduate of Dartmouth College.



Josh Bell

COO of Holistic Industries Inc.

Josh Bell is the Chief Operational Officer for Holistic. Along with Mr. Genderson, Mr. Bell oversees all of Holistic's operations, including the development and management of over 300,000 square feet of combined cultivation, manufacturing and retail operations across the nation. Once approved by the Marihuana Regulatory Agency, Mr. Bell will also oversee GS Ashley's operations in Michigan.

Mr. Bell started his career in the cannabis industry in 2012, serving as Vice President of Operations for one of the nation's largest medical marihuana companies, where he was instrumental in leading its expansion from a single state operation to a national organization. In particular, Mr. Bell was responsible for successfully developing and opening six cultivation and processing operations, as well as leading operations teams in opening five New York state licensed facilities in less than 6 months and 1 cultivation facility in Washington, D.C. in less than 60 days. This included hiring over 200 medical marihuana personnel in cultivation, retail, administrative and finance positions. Mr. Bell was responsible for the day-to-day operations of ten medical retail facilities and over 100,000 square feet of controlled grow environments in six cultivation centers located in Washington, D.C., Arizona, New York, Massachusetts and Illinois.

Mr. Bell is a native of Detroit, Michigan, and a graduate of Bard College.



Vince Canales

Chief Security Officer of Holistic Industries

Vince designed and oversees top tier, reliable protection and transport for Holistic's grow, processing and retail locations in Maryland, and directs the local safety and security protocol teams in Holistic's other markets. Vince is the current three term President of the Maryland Fraternal Order of Police and he also serves as a member of the Bowie City Ethics Commission and a member of the Maryland Police Training Commission.

Vince served six years in the United States Air Force (USAF) and was awarded the National Defense Medal for Service during Operation Desert Storm. He is an alumnus of the prestigious Harvard Kennedy School Executive Education program.



Jamie Ware

Chief Compliance Officer of Holistic Industries

Jamie is a licensed attorney, and ensures that the cultivation, manufacturing, and dispensing activities of our affiliates across the country are compliant with all federal, state, and local laws, rules, regulations and ordinances.

In this role, Jamie wrote and implemented our comprehensive Standard Operating Procedures ("SOPs") and trained local compliance personnel on how to adapt our company-wide SOP's to address the variations in state and local laws. In

her daily role, Jamie conducts compliance audits and supervises our affiliates' adherence to the myriad regulations controlling the jurisdictions in which they operate. She also routinely confers with state and local regulators to ensure a proactive compliance posture, rather than a reactive compliance posture. As a result, our affiliate operations across the country are models of regulatory compliance, and serve as a frequent educational resource for federal, state and local elected officials and regulators.

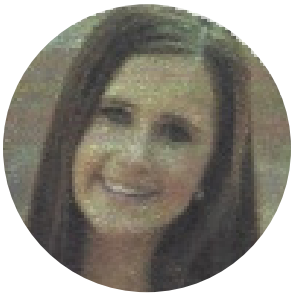
Jamie has earned a series of public service wards, has spoken at national compliance conferences, and has contributed to scholarly publications throughout her career. Jamie received her B.A. from Arizona State University, her MSW from the University of Washington, and her Juris Doctor from Temple University Beasley School of Law.



Bartek Kupczyk

Director of Retail and Manufactured Products, Holistic Michigan

Bartek is the Director of Retail and Manufactured Products. In this role he is responsible for the success of retail locations in Ann Arbor and Detroit. With over two decades of vast experience in cannabis and marketing, his eye for premium products, attention to detail and impeccable vision have helped propel growth within the medical and adult-use markets. He attended the University of Miami before moving his focus to business and graduating from DePaul University with a BA in Business Administration in 2006. During his career, he has been at the forefront of new and upcoming trends and leading projects for multiple media tech start-up and content production companies in both Chicago and Los Angeles. He was among the first to see the emerging trend of short 15-30 second user-created content on the Internet with companies such as Clipcards - a marketplace that years later brought in Social Media giants such as Instagram and Snapchat. His management skills were honed through producing and shooting web shows, as well as staging live events for up to 15,000 attendees. Those skills helped him launch his own startup consulting firm, Struk LLC, where he works with prospective entrepreneurs to help establish and guide their vision in the early stages of the development and marketing of their product innovations.



Ella Wagge

VP of Retail of Holistic Industries

Ella started in the cannabis industry years ago and has a wide range of from propagation to production to retail. Starting in Arizona, recruited to become the General Manager newly-issued Las Vegas and quickly turned that store into the highest revenue-generating store in Nevada. Ella then joined Holistic, where she became the General Manager of our affiliated California operations. In that role, she oversaw the day-to-day operation of one of the busiest retail stores the country's largest adult-use cannabis market and grew revenues by 3x over an 18 month period. As a result, she quickly advanced to become the National Retail Director for Holistic, where she now oversees nearly 20 retail operations across the country in California (Los Angeles and San Francisco), Michigan, Massachusetts, Pennsylvania, Maryland and Washington, D.C.

Under her management of our affiliated retail operations across the country, Ella maintains a close rapport with program regulators, participating physicians and local law enforcement officials, all while maintaining an exemplary compliance record. During her seven-plus years of experience in the cannabis industry, Ella has gained unrivaled experience in cannabis operations having served hundreds of thousands of customers and patients in some of the country's most vibrant and highly-regulated marketplaces.

Ella graduated summa cum laude with a B.S. from Northern Arizona University.

CANNABIS BUSINESS OWNERSHIP DOCUMENTATION

GS Ashley has the Requisite Business Experience to Execute on its Business Plan and Proposed Operations.

The company has over 10 years of combined experience in managing both recreational and medical marihuana retail, along with grow and processor facilities as well. Our team has opened numerous commercial cannabis retail facilities in six states, often taking underutilized structures and breathing new life into them with fresh, secure and inviting designs both inside and out.

Michigan: Medical Market and Adult-Use

- Holds an adult use retail license since 2019 and provisioning center license since 2016 in Ann Arbor (License Numbers, AU-R-00114 & PC-000050)
- Owns and operates a medical provisioning center in Corktown, Detroit. (License Number PC-0000120)
- Due to our exemplary operational record, we won right to be one of the first three facilities awarded adult use licenses in the State, beginning sales on the first day allowed by MRA.

District of Columbia: Medical Market

- Holds 2 grow/process licenses, out of 7 total such licenses in the market (awarded in 2012).
- Currently there is a 1,000-plant limit per license.
- Facilities built in a two-story warehouse (~20,000 sq. ft.) in Ivy City.
- Processing lab and commercial kitchen at same location.
- Operating a medical/retail in Washington, D.C that opened in late January 2019.

Maryland: Medical Market

- Awarded 1 of 15 original licenses to cultivate marihuana issued by the state (pre-approval received in August 2016).
- Holds 1 of 102 medical/retail licenses issued by the state (pre-approval received in December 2016).
- Constructed a 72,000 sq. ft., two-story warehouse in Capitol Heights, Maryland. Completed the build-out of the first floor (36,000 sq. ft.) in August 2017, with the second floor (36,000 sq. ft.) available for expansion.
- Opened medical/retail in Rockville, Maryland in March 2018 (3,000 sq. ft.); one of 71 facilities currently operational in the state.

Pennsylvania: Medical Market

- Awarded 1 of 12 original licenses to cultivate and process marihuana in the commonwealth (June 2017);
- Awarded 1 of 27 original licenses to open medical/retail stores in the commonwealth; each license entitles the licensee to up to three dispensaries (June 2017);
- Acquired and retrofitted a ~100,000 sq. ft. warehouse for grow/process in New Castle, Pennsylvania. ~60,000 sq. ft. build-out completed in January 2018. Wholesale sales commenced August 2018.
- Medical/Retail facilities in:

  Philadelphia, 3,000 sq. ft. (opened July 2018)

  Norristown, 2,400 sq. ft. (opened July 2018)

  Bensalem, 2,000 sq. ft. (opened November 2018)

Massachusetts: Medical and Adult-Use

- In December 2016 awarded a vertical license that allows for a grow/process facility as well as 3 medical/retail facilities
- Acquired and retrofitted a ~60,000 sq. ft. warehouse for growing and processing in Monson, Massachusetts. ~40,000 sq. ft. build-out completed in April 2018 (with a state-of-the-art processing facility and an industrial kitchen).
- First harvest in August 2018 with wholesale sales commencing in November 2018 in conjunction with the completion of first medical/retail store (per the regulations).
- Medical/Retail stores:
- Somerville, 3,800 sq. ft. (opened in November 2018)
- Easthampton, 4,500 sq. ft. (scheduled opening in July 2019)
- Springfield, 3,200 sq. ft. (expected opening in late summer 2019)

Los Angeles: Medical and Adult-Use

- Took over a microbusiness in the South Bay area of Los Angeles in February 2018. A microbusiness license allows for grow (up to 10,000 sq. ft.), processing, medical/retail, distribution and delivery.
- Two buildings totaling ~15,000 sq. ft.
- Acquired a second retail license in Los Angeles in early 2019.

San Francisco: Medical and Adult-Use

- Awarded two medical/retail licenses in Q2 2019.
- Retail sales expected to commence in Q4 2019.

As set forth above, our team has already designed, constructed and operated multiple, retail facilities in many types of neighborhoods throughout the country. Through this experience, GS Ashley has gained first hand knowledge of the amount of time and resources required to successfully and responsibly launch a new cannabis facility. Cannabis businesses are not like any other enterprises due to the extreme levels of compliance and tracking, security requirements, stringent quality requirements, high taxes to plan for and need to often build trust and help educate local community members where the industry is new.

COMPLIANCE HISTORY

Our company, which has operated in the medical and adult-use cannabis industry across the country for nearly a decade, is comprised of some of the most experienced operators in the industry with vast experience in regulatory compliance. We have maintained an impeccable record of compliance in all the states in which we operate. We have also hosted countless tours for lawmakers and program regulators at several facilities which have been considered models of compliance, functionality, security and efficiency. This openness to bringing in local and state leaders to learn about all aspects of our operation from security, packaging and sales will be extended at 22 Barker, Northfield Township as well. GS Ashley has a documented



Greenstone Provisions in Ann Arbor, MI

history of regulatory compliance at both a state and local level. Due to exemplary operational and compliance record, GS Ashley won the right to be one of the first three facilities awarded adult-use licenses in the State, beginning sales on the first day allowed by MRA. Locally, our store in Ann Arbor, Greenstone, has never been cited for a State or Local infraction or received any condemnation from any other government agencies. Instead we work with local community groups and our neighbors to help create a vibrant mixed-use neighborhood everyone enjoys. Since we have taken over ownership of our store in Detroit, operations have ensued without incident. We encourage any interested party from the Northfield community to use the contact information in this application to set up a full access tour at either of our currently operating sites in Ann Arbor or Corktown, Detroit. We would be happy to show you the effort that is placed in order to maintain secure, compliant and comfortable spaces.

Our exemplary compliance record begins with our Chief Legal Officer/General Counsel who has designed our compliance infrastructure and oversees our adherence to local and state laws, rules, ordinances and regulations. Our Chief Legal Officer is the co-founder of one of the country's leading law firms focused on the state-compliant cannabis industry, and the Chair of the firm's Cannabis Group. He advises operators, companies, funds and investors focused on the cannabis industry (both in the U.S. and abroad) on all aspects of the cannabis space and has also worked directly with several state regulatory and licensing bodies in Alaska, California, Connecticut, Maryland, New Mexico and Massachusetts to assist them in crafting their cannabis regulations.

Prior to co-founding his law firm, our Chief Legal Officer served as general counsel to the country's first and largest cannabis lab testing company, where he formulated and implemented corporate governance best practices, devised legal strategy for the company's expansion and served as the liaison to investors and government regulators. Before that, he spent almost a decade as the General Counsel and Chief Compliance Officer of

a New York City hedge fund and private equity fund and gained invaluable regulatory experience as an enforcement lawyer in the Northeast Regional Office of the Securities and Exchange Commission.

In addition to our Chief Legal Officer, our Chief Compliance Officer oversees our regulatory compliance. Jamie Ware. wrote and implemented our protocols and procedures in conformity with applicable rules and regulations. Jamie Ware. conducts compliance audits and supervises our adherence to the various regulations. Prior to joining our company, Jamie Ware performed a similar role in the healthcare industry, devising strategic policy and programming initiatives. She helped primary care clinics and federally qualified health centers operate at maximum efficiency while rigorously adhering to governing law and acting as a liaison to government officials.

LITIGATION HISTORY

GS Ashley, LLC is not, nor has ever been involved in any business litigation.

GS Ashley

SECTION 5

BUSINESS OPERATIONS

STAFFING PLAN

Creating jobs within the local community is not just a benefit to the people of Northfield Township, it is also critically important to the success of our business. GS Ashley, LLC ("GS Ashley") believes that our employees are the most critical resource and the ultimate driver of our success. As a result, we strive to treat all of our employees like family and part of fostering that atmosphere means making sure that our employees feel at home and invested in our business. We know from successfully operating provisioning centers in Ann Arbor and across the country that a local workforce is a more engaged and committed workforce. We also believe that when a company's workforce reflects the community it serves, that company will be better able to understand and meet the needs of the community at large. GS Ashley therefore places a strong emphasis on diversity and inclusion as core business strategies contributing to the overall success of our operations.

Accordingly, we will implement a local hiring plan that has been developed and successfully implemented by our affiliated operations operating across the country. We are focused on maximizing local employment, diversity and inclusion. In order to execute on this plan, we will focus on four key initiatives: local company leadership, local recruitment and hiring, professional development and retention and partnerships with local vendors.

Based on real world experience through our affiliated operations across the country and in Michigan, we are able to accurately anticipate our proposed project's staffing needs. We initially anticipate staffing 12 to 15 employees with 9 full-time positions within the first 6 months of operations. As we grow, we anticipate



Wellness Guides at our Massachusetts location.

employment expansion to meet the increased demand. GS Ashley has committed to hiring 50% of its employees from Northfield Township. In order to achieve this goal, we will work side by side with the local community to employ a management staff, train them on our standard operating procedures and establish work plans. All positions will be offered reasonable, living wages with benefits. They will include health care and retirement plans that far exceed the minimum wage in Washtenaw County. To attract local talent, we will (i) advertise open positions in the newspapers as well as through the internet, (ii) participate in local job fairs, and (iii) actively participate and host round table events at various venues across the Township. We will also partner with various local organizations to disseminate notice of job openings.

DIVERSE HIRING PRACTICES

GS Ashley is an equal opportunity employer. We always look to employ the highest quality applicants regardless of race, creed, color, religion, sex, gender identity, sexual orientation, disability, age, socio-economic status or national origin. As

evidenced by the composition of the teams in our affiliated operations across the country, we promote diversity in the highest ranks. We feel that a diverse company is vital to facilitating innovation and strong corporate culture promoting a safe and happy workplace environment. As such, we have developed a comprehensive plan to ensure that individuals from various backgrounds are afforded an equal opportunity to join our team in a meaningful way. We also focus on contracting with minorities, women and veteran-owned businesses that provide a myriad of services. Job opportunities include: architectural, engineering and design, construction, security, legal, janitorial and other supporting services.

To ensure that we also retain and promote our diverse hires, we will (i) create a thorough training program that will include diversity and EEO modules and materials, (ii) facilitate career development by helping employees identify professional development opportunities, navigate training and maximize internal advancement opportunities, (iii) establish culturally competent, objective measures and metrics for job performance evaluations and train HR and management not to be influenced by subjective measures, (iv) encourage in-house networking and host company-wide events where employees can gain exposure to the various departments within our organization, and (v) develop an in-house mentoring program where entry level employees can build long lasting, meaningful relationships with management and other experienced personnel. We will annually review our hiring and staffing plans to determine whether we are successfully adhering to our diversity plans and whether updates are required.

GS ASHLEY'S COMPETITIVE COMPENSATION PACKAGES AND BENEFICIAL TRAINING PROGRAMS

In order to stay competitive, a business has to offer competitive wages and benefits. As is the case with all of our affiliates, employees will be offered competitive wages with benefits, including health care and retirement.

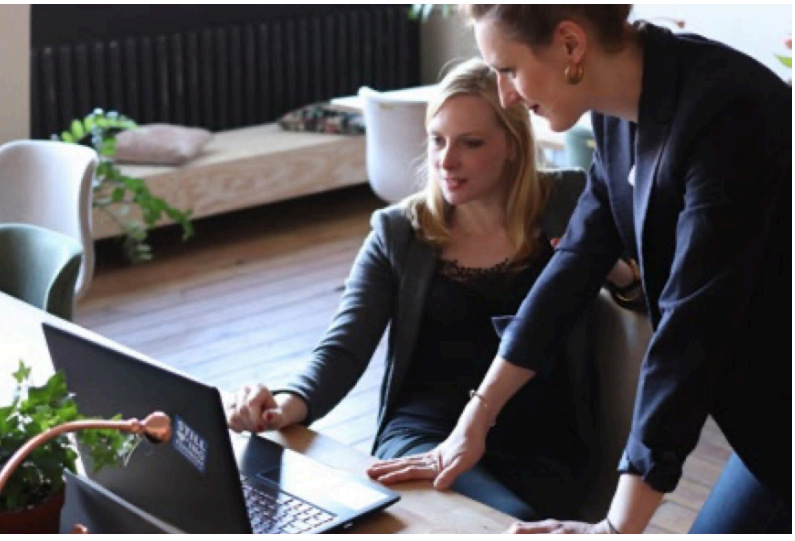
We firmly believe in "valuing our employees" and investing in their education, training and well-being. As a result, we are committed to hiring employees from surrounding communities and expect that the number of jobs created will increase as our operations grow. GS Ashley has inhouse training modules and details standard operating procedures that it uses at all its affiliated facilities. Because of our inhouse training and detailed SOPs, we will be able to train local employees without having to rely on out-of-state professionals.

Our projections indicate that the average compensation package will significantly exceed the living wage as defined by Washtenaw County of $13.22 when provided benefits. Wages for Wellness Guides/Sales Associates will range from $16 to $19 per hour, and shift leads will range from $19 to $21 per hour. For salaried positions, General Managers start at $70,000 per year and Assistant General Managers at $50,000 per year. This is well above the Northfield Township average income of $38,226. In addition, we will install a liberal bonus system to complement our above market wages. Individual employees can also earn bonuses for exceptional performance and achieving team oriented goals. We also offer employees a generous and creative benefits package. This includes paid time off and holiday pay for all employees. We also provide health

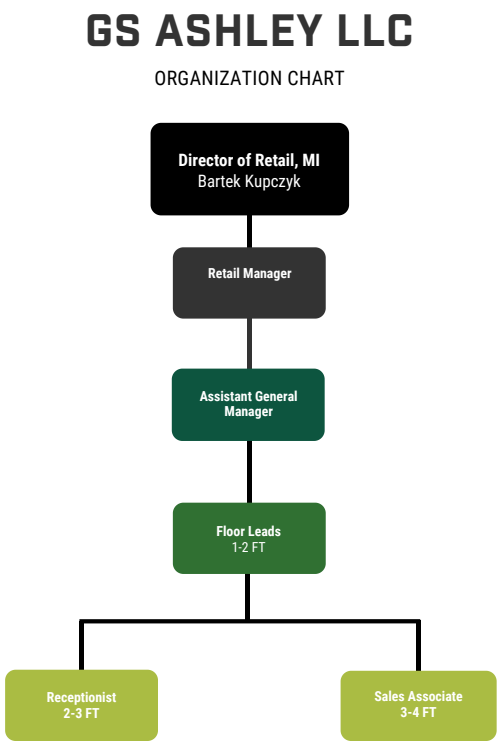
and dental insurance for full time employees. An example of some of the benefits we provide is annexed hereto as Appendix B. Employees will have the opportunity to craft flexible work schedules in order to accommodate childcare responsibilities, offsite education and training, long commutes and/or unexpected emergencies. Employees will also receive healthcare benefits and paid maternity/paternity and family leave. Our vacation policy grants employees similar latitude and will allow employees to maximize their hiatus from work because we firmly believe in working smarter, not longer.

EMPLOYEE TRAINING

To ensure a safe, sanitary and efficient workplace, GS Ashley will require all new hires and team members to participate in a robust initial training program. Before hiring, all prospective employees will be subject to a background check and will be properly screened during the application, interview and hiring process. to This will ensure that they meet both the requirements set under the Michigan Regulation and Taxation of Marihuana Act ("MRTMA") and Medical Marihuana Facilities Licensing Act ("MMFLA"), along with our own. Once hired, new employees must complete our expansive orientation and training program. Then, new employees will participate in a company-wide orientation that is designed to educate them on how to effectively work in a highly regulated industry, while also teaching relevant laws and regulations related to MRTMA and MMFLA cannabis programs. All of our employees must complete initial training before being permitted to commence work, which will begin upon hire and take approximately 7-10 days to complete. Employees will also be required to review and become familiar with all company manuals and handbooks.



The training program will consist of a series of classes, videos, workbooks, manuals and one-on-one sessions to ensure compliance with all state and local regulations. Company policies, procedures and job responsibilities will be reviewed during this time as well. Some of the training topics include patient confidentiality, chemical and food safety handling, product offerings, marihuana product information, purchasing limits, CBD and THC information, serving size, consumption information, forms of marihuana, Federal and State laws and regulations, standard operating procedures, detection and prevention of diversion of marihuana, security procedures, safety procedures (including responding to a medical emergency, a fire, a chemical spill, and a threatening event (such as an armed robbery), an invasion, a burglary or any other criminal incident), the pharmacology of marihuana and its active ingredients, the potential therapeutic and adverse effects of marihuana, dosage, recognition of symptoms of substance use disorders and other pertinent subjects which could enhance the level of service provided by staff.



In addition, employees will undergo intense security training. The security training shall include; (i) facility security systems, (ii) operation of security equipment and reviewing the major differences and security measures associated between the facility's public areas and the operations zones, (iii) emergency notifications, response and reporting procedures, (iv) effective patrolling of the facility, (v) identifying and preventing opportunities for diversion, (vi) high intensity situation policies and procedures, (vii) the proper method for securing marihuana at the end of each day, (viii) facility access controls, (ix) patient/caregiver verification and registration, (x) product receiving protocol, (xi) product handling and storage, (xii) criminal and threatening incident response and situational awareness, and (xiii) recognizing suspicious behavior, including unusual purchasing habits.

Staff must understand their respective security roles and responsibilities including the chain of command. Employees at all levels will be trained to identify threats and vulnerabilities, devise mitigation strategies and contingencies and to understand potential targets and how to respond accordingly. Development of policies and procedures will be ongoing during and after the security planning process. The facility has critical control points where heightened security is required, particularly when handling marihuana, marihuana products, cash, escorting visitors and more. Additionally, as we do in our affiliated facilities across the country, we will conduct a variety of drills, including fire, robbery and emergency drills, to make sure that all employees, understand how to respond to various emergencies or threats.

One of the primary tools in the adequate and compliant storage of products is a trustworthy, professional and highly trained staff. In addition to the company wide orientation, our employees will receive specialized training in their respective fields and roles within the company. As such, we will implement tested policies and procedures to ensure the safe, secure, and proper handling of marihuana products. All appropriate staff authorized to handle product storage activities at any stage of the process will be thoroughly trained on our SOPs upon hire and again during mandatory annual training. Our individualized training programs includes: (i) visitor policies and procedures, (ii) patient registration (initial visit and return visits), (iii) using data network, (iv) using inventory control and recordkeeping system (patient, staff, provisioning, inventory, sales, etc.), (v) patient confidentiality, (vi) shipment receiving policies and procedures,
(vii) re-packaging marihuana, (viii) storage of marihuana, (ix) provisioning/dispensing marihuana, (x) labeling, security measures and equipment use/ maintenance, (xi) delivery policies and procedures, to the extent permitted in a jurisdiction, (xii) recall policies and procedures, (xiii) disposal (green

waste and other), (xiv) quarantine policies and procedures, (xv) cleaning and sanitation, (xvi) emergencies, (xvii) proper use and functionality of our Vault Room, and (xviii) environmental control systems. All staff will undergo group and one-on-one storage-related training, including food handling training, ideal product storage conditions, quarantine inspection, investigation, testing protocols and diversion prevention and detection techniques. This ensures that all employees are prepared for their individual roles in product storage procedures.

Considering the breadth of information, SOP training instructors must take precaution to ensure all trainees internalize the vast information necessary to properly and professionally run a successful marihuana facility. They will do this by repetition, role playing and workbooks. Developing a team mentality among co-workers will be encouraged in order to increase productivity and makes for a friendlier workplace environment.

STAFF TRAINING & COMPLIANCE PROGRAM

In an effort to continually improve our training program, we will search for ways to update course materials, instruction methods and ways to deliver the content (e.g., in some cases web-based modules may be more efficient than in-class instruction). Before engaging in any hands-on training, trainees must have demonstrated proficiency on the topics covered in the training modules by having average test scores no lower than 75%. Those needing extra assistance or special examination accommodations shall notify human resources, who will assure their needs are adequately met. As each examination has been successfully passed, the trainee will be issued a certificate verifying mastery of the subject. A copy of the certificate will be retained by the Human Resources Department. As a follow-up training tool, we will implement a mentorship program, whereby an experienced employee will individually mentor a new employee. This hands-on training will reinforce much of the information taught and provide a forum for each new hire to ask more detailed questions and/or seek enhanced assistance in mastering a subject matter.

Our training program includes refresher courses that must be completed by all employees at least on an annual basis. These refresher courses include new and updated information to keep our staff current with best practices in the industry and new developments in program regulations. The goal of our training program is to ensure that every employee receives comprehensive training and is proficient with the specific procedures and protocols required to perform each assigned task without assistance. Each employee will have to undergo at least 10 hours of refresher cannabis training to continue working at the facility

At least once annually, our management team will conduct an employee assessment and review. As part of the process, a manager will privately discuss the results of the review on a one-on-one basis with each employee working at the facility and provide feedback on their performances, focusing on areas of strength and areas which need improvement. After the review, each employee will be asked to sign a document certifying that they have been given a copy of the written review. Along with the written review, management will present acknowledgments and certifications that must be signed by the

employee before being permitted to continue work at the facility. One such certification will contain a provision certifying that the employee has complied with all of our employment policies during the past year and will continue to do so in the future.

STAFFING REDUNDANCY, QUALIFICATIONS AND CROSS-TRAINING

Operating a marihuana facility requires vigilant care and attention to detail. It is critical that our entire staff will be properly trained on SOPs and receive extensive supervised on-the-job experience. We will implement redundancy in all activities. For example, a minimum of at least one key manager will be on staff at all times. These managers will be competent in all activities and be able to perform all high-level tasks. These managers will be trained by our top corporate experts from affiliate facilities, and receive continuing internal training, third-party training and professional certifications. To make sure all employees are properly trained, we will implement and execute the following policies:

Upon hire, Human Resources will enter all new employees into our required training program, which must be satisfactorily completed before commencing work at the facility. We will cover the costs of all required employee training. This could include training by any applicable regulatory agencies. If any training will begin with internal or contracted instructors this cost will be covered also. Some of the subjects required are the following: chemical and food handling, product offerings, marihuana product information, purchasing limits, CBD and THC information, serving size, and consumption information including any warnings, forms of marihuana, diversity training, operations, security equipment and measures, product transportation and receiving, product storage, quarantine, inventory quality assurance measures, label verification, inventory management, recall and return policies, diversion prevention, sanitation and safety measures, recordkeeping food handling. The training program will consist of a series of classes, videos, workbooks, manuals and one-on-one sessions. Trainees must take and pass subject matter examinations and obtain a certificate of completion. Human Resources will make follow-up training tools available, including enrollment in our mentorship program whereby an experienced employee will individually mentor a new employee daily operations and specific job responsibilities after initial training has been complete. This mentoring will reinforce much of the information taught and provide a forum for each new hire to ask more detailed questions or seek enhanced assistance in mastering a subject. Human Resources will maintain electronic records of all training courses taken and successfully completed by each employee. HR will track the progress of each employee to ensure they complete all required training before commencing work at our facility.

All staff are required to undergo annual refresher training, including up to 10 hours in our refresher training program. Failure to complete refresher training within 60 days of the anniversary of hire is grounds for suspension or termination. Human Resources will track each employee's completion of refresher training requirements and will provide ample written notices of pending due dates. Human Resources will maintain all training and refresher training attendance logs, certificates of completion, training materials, employee training tracking sheets and other training related documents and records in electronic form.

Lastly, we will adopt and implement an Alcohol and Drug Free Workplace Policy used in our affiliated operations around the country. This policy has been developed specifically for a marihuana operation and has proven successful. The policy itself is designed to protect the health and safety of our patients, caregivers and employees.

We take our responsibility to maintain an alcohol and drug free work environment seriously and will strictly enforce rules against the use of alcohol, cigarettes, tobacco and drugs on our premises. Possession, use, sale or other criminal acts related to illegal drugs that take place outside of work is prohibited and is grounds for suspension or termination as well. To that end, in accordance with R.333.281 of the Administrative Rules, we will implement a policy that requires employees to report any new or pending criminal charges or convictions. In the event an employee is charged or convicted for a controlled substance-related felony or any other felony, we will promptly report it to the appropriate regulators. All employees will be entered it in the statewide monitoring system, which will include the employee's information and level of statewide monitoring system.

In addition, we will ensure enforcement of our employment policies, by requiring all employees to (1) undergo alcohol and drug free workplace training within 30 days of being hired, (2) attend annual refresher courses, (3) sign an acknowledgment of the policy, included as part of any employment agreement, and (4) certify that compliance with the policy on an annual basis, included as part of the yearly employee review.



Appendix (B)

2019–20 Benefits Plan Overview

Benefit	Effective	Coverage Overview	Cost to Employee
Paid Leave	3 months from Hire	Leave is accrued as follows, for full-time employees: 0-2 Years – 15 days per year 2-4 Years – 20 days per year 4-6 Years – 25 days per year 6+ Years –30 days per year Leave is accrued as follows, for part-time employees: .048 hours for every 1 hour worked Up to 5 days may be rolled over into the next calendar year.	$0.00
Sick and Safe Leave	90 days from Hire	Leave is accrued as follows, for full-time and part-time employees: 1 hour for every 30 hours worked (8.5 days/year for full-time employees)	$0.00
Other Paid Leave	On Date of Hire	Bereavement Leave – Up to 3 paid days for immediate family members Jury Duty – Up to 3 paid dates See Employee Handbook for details.	$0.00
Family and Medical Leave	12 months from Hire	Unpaid leave may be granted for personal illness or to care for family member as outlined by FMLA regulations. Amount of leave varies by location based on applicable state law. See Handbook for details.	$0.00
Holidays	On Date of Hire	3 paid holidays: • New Year's Day • Thanksgiving Day • Christmas Day	$0.00
Medical Insurance Option A: PPO HSA Plan	1st of month following date of hire	Benefits through Cigna. Coverage for employee plus dependents through age 25. $2,000 -$4,000 In-Network Deductible. $2,000 -$4,000 Out-Of-Network Deductible. $0 preventive care, immunizations and screenings (In-Network). Deductible then $20 for PCP visit; $40 for specialist (In-Network). 90% In-Network co-insurance. Deductible then you pay 10% for ER visit. Deductible then you pay 10% for In-Network inpatient hospitalization. Prescriptions: $10 generic, $35 formulary brand, $60 non-formulary, and $100 for specialty. $6,750 single - $13,500 family max in-network out-of-pocket limits. HSA: Set aside pre-tax dollars to pay for qualified out-of-pocket medical expenses. HSA funds earn tax-free interest and investment earnings, and roll over and accumulate year to year if not used.	Per Pay Period: EE Only $57.99 EE + Spouse $164.30 EE+ Children $144.97 Family $251.28 HSA 2019 Annual Maximums: Single - $3,500, Family - $7,000

Benefit	Effective	Coverage Overview	Cost to Employee
Medical Insurance Option B: PPO Buy-Up Plan	1st of month following date of hire	Benefits through Cigna. Coverage for employee plus dependents through age 25. $0 In-Network Deductible. $3,000 -$6,000 Out-Of-Network Deductible. $0 preventive care, immunizations and screenings (In-Network). $20 for PCP visit; $40 for specialist (In-Network).	Per Pay Period: EE Only $101.24 EE + Spouse $413.29 EE + Children $370.24
		90% In-Network co-insurance. 70% Allowed Benefit for Out-Of-Network co-insurance. You pay 10% for ER visit. You pay 10% for In-Network inpatient hospitalization. Prescriptions: $10 generic, $35 formulary brand, $60 non-formulary, and $100 for specialty. $7,350 single - $14,700 family max in-network out-of-pocket limits.	Family $606.97
Dental Insurance Option A: DHMO Base Plan	1st of month following date of hire	Benefits through Cigna. Coverage for employee plus dependents through age 25. $0 deductible. In-Network coverage only. 100% coverage for routine exam. No calendar year maximum. See Patient Schedule in Benefits Guide for price list per service.	Per Pay Period: EE Only $2.21 EE + Spouse $5.16 EE + Children $6.82 Family $10.56
Dental Insurance Option B: DPPO Buy-Up Plan	1st of month following date of hire	Benefits through Cigna. Coverage for employee plus dependents through age 25. $50/$150 deductible. Deductible waived for diagnostic and preventive services. 100% coverage for preventive care. 80% coverage for in-network basic care. 80% coverage for in-network major surgical care. 50% coverage for in-network major restorative care. No orthodontia $1,500 calendar year maximum.	Per Pay Period: EE Only $18.83 EE + Spouse $39.85 EE + Children $38.63 Family $61.09
Vision Insurance	1st of month following date of hire	Benefits through Cigna. $10 co-pay for in-network Routine Eye Exam. Up to $45 for out-of-network Routine Eye Exam. $25 co-pay for single, bifocal, or trifocal lenses (In-Network). $130 allowance for contact lenses (In-Network). $130 allowance for frames, 20% of additional charges	Per Pay Period: EE Only $3.00 EE + Spouse $5.48 EE + Children $5.53 Family $8.52

*This Benefits Overview is provided for informational purposes only. It is not a Summary Plan Description (SPD) or Summary of Material Modification (SMM). This overview of your employee benefits is intended only as a brief summary and is not a contract. In the event of a conflict between information provided in this summary and the plan document, the plan document determines the benefits that will be provided. The Company retains the right to change the plan details at any time. For further explanation of the Company's benefit plans or other employee programs, please contact Human Resources.

GS Ashley

SECTION 6

COMMUNITY OUTREACH

COMMUNITY OUTREACH

GS Ashley: A History of "Giving Back and Lifting Up"

GS Ashley has a long history of community outreach, starting with our team's 100-plus years of collective experience in corporate philanthropy and community building. Together, our team has dedicated thousands of hours and millions of dollars to supporting and strengthening our local communities, whether by serving as board members of charities such as the Starlight-Starbright Children's Foundation, we provide entertainment, education and family activities for children with chronic life-threatening illnesses and life-altering injuries. Another endeavor is MEI Futures Academy, a charter school for single mothers that provides daycare for their infants. We also make significant charitable contributions to organizations such as Food Gathers, Empty Bowls Detroit, and Gaudenzia Foundation, which supports drug and alcohol treatments and educational programs in the Northeastern United States.

The philanthropic and community-based values of our team are deeply ingrained into our company ethos and fuel our mission of "Giving Back and Lifting Up." Our entire team understands the critical importance of integrating seamlessly into the communities we join. We are committed to impacting the local community and economy in all of the communities that we call home, through a variety of means, including, but not limited to, local hiring policies, free education outreach efforts, low-income patient subsidy programs at our facilities and strategic investments in local municipalities and community-based organizations. As a result of this ethos, we, and our affiliated Holistic businesses, enjoy tremendous support from all of the communities in which we operate, as evidenced by the letter offered by the Town of Monson, Massachusetts in support of this application, stating that:

"Our city could not be more pleased with Holistic Industries' contributions to our local community and we look forward to having it be a part of our local community for many more years to come."

—Evan Brassar, Town Administrator Town of Monson, Massachusetts

We are excited to put these values to work to foster a significantly positive impact on the Northfield Township community. It is our goal to become part of the fabric of this community. We intend to do so by implementing a comprehensive community engagement program that will:

- Create dozens of well-paying jobs
- Invest in the local community
- Promote a higher standard of living
- Provide better healthcare
- Educate the local community
- Revitalize Downtown Whitmore Lake

OUR STRONG COMMITMENT TO COMMUNITY OUTREACH

At GS Ashley, we feel a duty to support the community that supports our business. The creation of the Downtown Whitmore Lake Positive Growth Fund is an important part of that support. Starting initially with $25,000, each year GS Ashley will contribute through the fund to support local organizations and projects that further the goals and priorities of the Northfield Township community. In 2020, we plan to use this fund to support projects prioritized in the Northfield Township Strategic Action Plan, including:

- Exterior improvements to private/public space that will enhance the visual appeal of Downtown Whitmore Lake. Improvements include:
  - Well-designed landscaping, (with trees planted on Barker St) new sidewalks surrounding the entire building, (including both public frontages). One addition of thoughtful streetscape elements.
  - Public art installation in downtown Whitmore Lake promoting interaction and engagement between people and the streetscape environment.
  - New bicycle infrastructure meant to encourage biking as a healthier transportation alternative.
  - New benches and waste receptacles that are easy to maintain and match the furnishing palette included in the Downtown Strategic Plan and Design Framework.

**Note that all infrastructure and exterior improvements will match the style and palette included in the Downtown Strategic Plan and Design Framework. A few examples:*







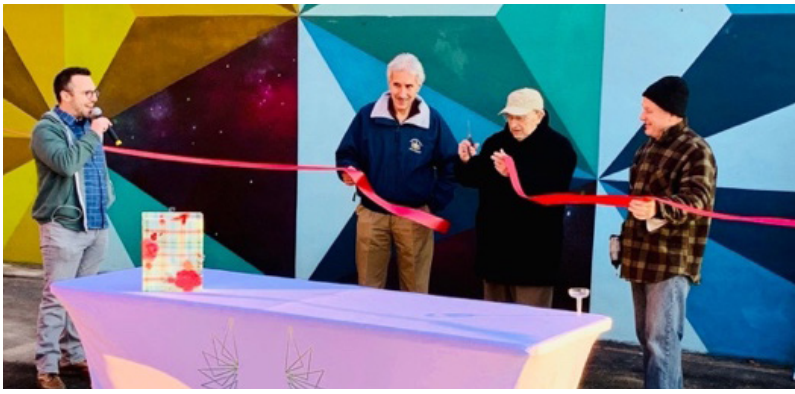
LOCAL: A COMMUNITY EDUCATION CENTER

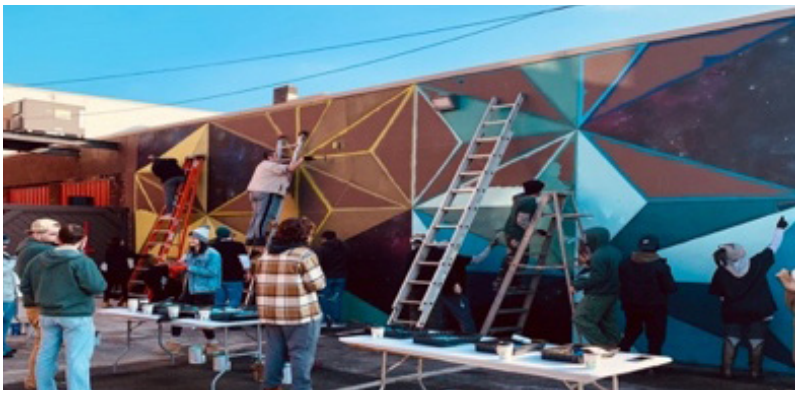
As a part of our location, we intend to open the Liberty Outreach Center for Advanced Learning (LOCAL). This space will be dedicated to educating the Northfield Township community on the proper, safe and legal use of cannabis in addition to the benefits and risks of using cannabis for wellness and recreation. We are firmly committed to ensuring that our customers know exactly what they are ingesting, how it will affect them, and any pertinent risks of using cannabis. We are also firmly committed to ensuring that cannabis is never in the hands of children, unless a child needs cannabis for a medical purpose, which is why LOCAL will have materials for parents to take home and discuss with their children. As well, we intend to collaborate with the local police department to create materials educating the community about the risks of consuming cannabis and operating a motor vehicle. Overall, LOCAL will both enhance the cannabis using experiences of Northfield Township residents, but also make sure that users consume substances as safely and responsibly as possible.

SUPPORTING THE ARTS

We are familiar with the goals and objectives of the Downtown Strategic Plan and Design Framework and intend to do our part to further them. In coordination with the Township, we intend to fund the painting of new murals in the Whitmore Lake Downtown area. We hope to involve local artists in the creation of these murals so that the talents of the Northfield Township community can be publicly displayed. In 2019, our colleagues in New Castle, PA, responded to concerns of downtown blight by partnering with a professional muralist to transform a vacant building into a work of art. The finished project has become a tourist attraction and a source of pride for local residents.







Pictures from our New Castle Mural Project

COMMUNITY LIAISON

At GS Ashley, we recognize that strong relationships are built on open lines of communication. To this end, Nate Podrid, GS Ashley's Michigan Director of Operations and Pursuit, will serve as a liaison to the Township and be the public's point of contact to ask questions, voice concerns and make suggestions.

Along with handling many aspects of government relations in Michigan, Nate has a background in urban planning and has lived in an adjacent Washtenaw township community for the past decade. Through the ordinance creation process, he attended numerous Board of Trustee and Planning Commission meetings, is familiar with many of the issues faced by the community and has already begun reaching out to local neighbors and nearby business owners around 22 Barker to introduce himself and the business.

Prior to moving to Michigan, Nate spent many years living and working in less dense rural areas with smaller downtowns similar to Northfield Township. He is excited to begin working with local stakeholders, Township staff and local government bodies to start the process of choosing and prioritizing a variety of projects and programs to help spur further growth in the Downtown District.

Beyond meeting individually with neighbors and local groups, Nate will publicize his contact information so that members of the public can reach him with questions or concerns at any time. He will also set regular meetings with neighborhood organizations, local business associations and municipal officials and staff (including local law enforcement and emergency responders).

ACTS OF SERVICE

The GS Ashley team is committed to the communities we call home. In addition to our financial support of area non-profits and local projects, we believe in showing up to help. Doing so gives us an opportunity to meet our neighbors and make a difference in our community. While we expect future opportunities to develop organically, we have identified two 'kick-off' projects for 2020.

SERVICE PROJECT: DEVELOPING THE WALKING PATH AT NORTH VILLAGE

We are familiar with efforts by the Parks & Recreation Board to create cleared out areas for walking paths at North Village (a new community park by the Post Office). In the Summer of 2020, GS Ashley staff have planned a 'Seeds of Service' Volunteer Day, focused on clearing out weeds and brush for the new walking paths. We also plan to make a donation to cover the cost of woodchips, which staff will help distribute along the new paths (as directed by Parks and Recreation Board).

HOLISTIC INDUSTRIES

Nate Podrid

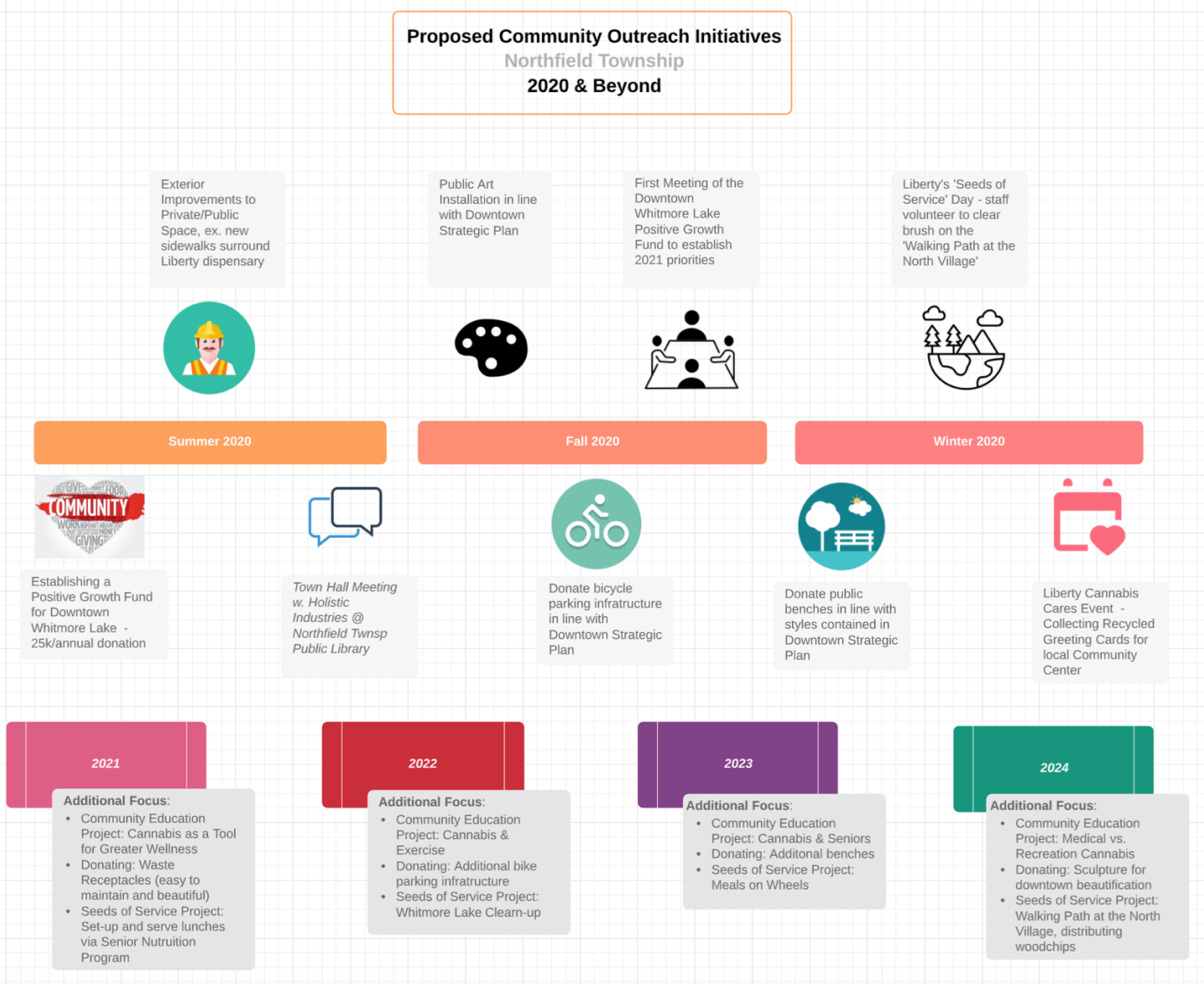
Michigan Director of Operations and Pursuit, Holistic Industries

(734) 330-8699

Nate.Podrid@holisticindustries.com

SERVICE PROJECT: SUPPORTING NORTHFIELD TOWNSHIP COMMUNITY CENTER

We believe that communities flourish when community focused organizations have access to resources. To that end, GS Ashley seeks to raise awareness and financial support for the Northfield Township Community Center. The Center regularly hosts family friendly events like outdoor movie nights, family bingo and painting classes. It also provides services, such as blood pressure screenings, a public library, and a medical loan closet. In support of this important work, GS Ashley will invite customers to donate used greeting cards, which staff will recycle and make new. These 'new' cards will be sold with all proceeds donated to the Community Center.



GS Ashley

SECTION 7

PUBLIC SAFETY

PUBLIC SAFETY

The proposed adult use retail center at 22 Barker Road, Whitmore Lake, MI meets all of the buffer distance requirements under Section 36-761 of the Northfield Township Zoning Ordinance. Please refer to the use buffer distance map included as part of the site plan for a visual representation and detailed Buffer Restriction Distance Table.

Pursuant to the Application Scoring Criteria below are the buffer distances to a school, park, library, and day care.

DISTANCE FROM SCHOOLS

The proposed adult-use cannabis facility at 22 Barker, Whitmore Lake, is over 3,000 ft. to the nearest school and over 1,000 ft. to the Whitmore Lake Public Schools Jennings Athletic Complex and Park.

DISTANCE FROM LIBRARY, DAY CARE OR PARK

The proposed adult-use cannabis facility at 22 Barker, Whitmore Lake is over 1,000 ft from a daycare, park, and The Northfield Township Area Library is approximately 407 ft away from the proposed location.

HOLISTIC INDUSTRIES

GS Ashley

SECTION 8

LETTERS OF SUPPORT

Northfield Township
GS Ashley, LLC. Marijuana Facility

To whom it may concern,

My name is Tanya Luz. I am writing in support of GS Ashley, LLC, coming to Northfield Township. I can offer my own experience as a neighboring business to their adult-use retail and medical provisioning store in Ann Arbor, Greenstone Provisions, at 338 S Ashley St.

For the past two years I have owned and operated Muse Atelier, a vintage clothing and goods store at 336 S Ashley St. It's been a pleasure operating next to them as it adds to the vibrancy and diversity of shops on the block. We share a walkway and I have experienced no adverse odors or any other issues that would negatively affect the neighborhood. They run a professional, thoughtfully designed store, and care for their building and the local community. Since I have been in the neighborhood there have been no security concerns, and the economic activity they bring is a boon to nearby businesses. Northfield Township would be glad to have them as part of their local business community.

Regards,



Tanya Luz

Muse Atelier Vintage
Owner
336 South Ashley St,
Ann Arbor, MI
734-972-6682



9839 Main Street Whitmore Lake MI 48189

Dear Northfield Township Planning Commission & City Council,

My name is John Ciaramitaro. I am one of three owners of the Whitmore Lake Tavern. We have been in business here since 1992 and plan on remaining here for many years to come. I support GS Ashley's LLC application for marihuana retail business at 22 Barker road in Whitmore Lake. I believe the GS Ashley retail business will enhance Whitmore Lake's downtown and generate new traffic to our community. I know the team at GS Ashley personally and believe that they are committed to providing a safe and secure cannabis business. They have a proven track record as successful, multi state operators, including a state licensed medical provisioning center and one of the first adult use/recreational licenses in the state.

Sincerely

John Ciaramitaro
February 27, 2020

Northfield Township

RE: GS Ashley LLC Marihuana Facility

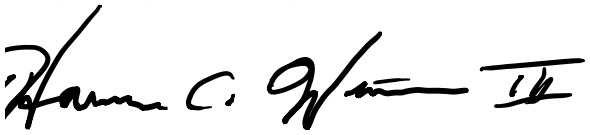
22 Barker Rd., Whitmore Lake

I support the GS Ashley LLC. application for a Marihuana retail license at 22 Barker Road, in Whitmore Lake within the Northfield Township downtown district.

My support for this application is based on two factors, the GS Ashley, LLC. Track record as an operator of this type of business, and the suitability of 22 Barker Road for this type of business and how it would fit within a future vision of the downtown district.

Regarding GS Ashley, LLC. as an operator, they have ample proof of experience and a track record of success as an operator. They were active and informative in the community prior to their application and show they are in tune with the wants and needs of the community. I believe they will honor any commitments they make to the community.

As to 22 Barker Rd. as the site of such an establishment, I believe it to be ideally suited. It is one of the few downtown properties that has its own parking in front of the business. This allows a space to contain customers activities in an area that can be monitored and secure. It also has corner visibility that would benefit from and updated storefront presence that will set the tone for the downtown area. The current prolonged vacancy of the location is a very visible hole in the downtown business landscape.



Harrison C. Withers III

9246 Lake Pine Dr.

Whitmore Lake, MI 48189

Northfield Twp.

Re: GS Ashley LLC marihuana facility
22 Barker Road, Whitmore Lake

I support GS Ashley LLC's application for a marihuana retailer at 22 Barker Road, Whitmore Lake in Northfield Twp.'s downtown.

GS Ashley's shop will be a benefit to the downtown district. GS Ashley's presence will bring new traffic and shoppers to the area and will redevelop and give new life to a downtown building and the area.

A GS Ashley representative met with me and GS Ashley is reaching out to the community and is responsive to our input. GS Ashley described its plans for community outreach and participation as a responsible and civic oriented business and partner.

GS Ashley will be a great neighbor and it should be approved for its location at 22 Barker.

Valerie R Bridges 2/17/2020
Signature Date

VALERIE R. BRIDGES
Print Name

8957 Sunflower, 48189
Address

248-619-6704
Phone if you wish to be contacted

Northfield Twp.

Re: GS Ashley LLC marihuana facility
22 Barker Road, Whitmore Lake

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Signature 2/17/20
Date

Leslie Lauwers
Print Name

1985 Coyle Rd, Whitmore Lake, MI
Address

Phone if you wish to be contacted

Northfield Twp.

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2/17/20

Signature Date

Jonathan Gura

Print Name

7659 Edmund

Address

586 933 7302

Phone if you wish to be contacted

Northfield Twp.

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22 Barker Road, Whitmore Lake

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Signature 2/12/2020
Date

Stacy Sloan
Print Name

9615 Main Street
Address

248.739.9199
Phone if you wish to be contacted

Northfield Twp.

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22 Barker Road, Whitmore Lake

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Signature 2/12/2020
Date

Joseph G. Acho
Print Name

9889 Main St. Whitmore Lake, MI 48189
Address

734-449-2040
Phone if you wish to be contacted

Northfield Twp.

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Signature 2/12/2020
Date

Kevin S. Berry
Print Name

9615 Main Street
Address

Phone if you wish to be contacted

Northfield Twp.

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GS Ashley will be a great neighbor and it should be approved for its location at 22 Barker.

Signature 2-12-20
Date

Pamela Sanderson
Print Name

152 Barker Rd. Whitmore Lake, MI 48189
Address

734-255-9886
Phone if you wish to be contacted

Applicant:
Address:
License:

Northfield Township
Marihuana Facility Voluntary Local Development Agreement (MFVLDA), December 4, 2019

This document is for voluntary use by any and all applicants applying to open a Marihuana Facility in Northfield Township. Participation in the MFVLDA program is voluntary. The selection by the Applicant of any voluntarily-offered conditions on the form is at the applicant's own discretion. However, once a completed, signed MFVLDA form has been submitted with a Marhuana Facilities Permit Application, it is legally enforceable. All voluntarily-offered conditions selected on the form will be required for the final approval of the project.

Each voluntarily-offered condition listed across 3 categories is of equal value. For example, if an applicant checks B. and C. under Category 1 (Local Residency), that applicant has two voluntarily offered conditions. The application with the highest number of checked voluntarily offered conditions may receive application consideration precedence by Planning Commission or the Township Board during review of the Conditional Use Application.

The selected voluntarily-offered conditions will be required to be shown on any/all required plans including the site plan and building/trade permit application and plans. If the checked voluntarily-offered conditions are not shown on the applicable plans, the Township may not grant approval of said plan/permits. Additionally, throughout construction and/or inspection subject to an approved permit, the Township Zoning Administrator shall confirm fulfillment of the selected voluntarily-offered conditions. Failure to comply may result in the denial of a Certificate of Occupancy and in all cases will result in the denial of the final permit.

Please read this entire document carefully.

By signing below, the applicant acknowledges all of the following:

- The applicant has read and understands all information contained in this document regarding the use and purpose of the MFVLDA.
- The applicant is choosing to participate in MFVLDA.
- The applicant understands that, once submitted this is a legally binding document and failure to comply shall result in the denial of plan approvals, permit issuance, inspection approvals, and/or the denial of a Certificate of Occupancy.

Signature of Applicant

4.13.2020
Date

For Office Use Only

Instructions: Initial any of the following voluntarily-offered conditions you, as the applicant, will disclose, commit to, and/or include within the scope of the project. Applicants who are initialing and submitting this form as part of a Conditional Use (CU) application shall be the applicant/s for the CU request and shall be included on all State licensing applications. Please submit any supplemental documentation to the list as described below.

1) Local Residency (choose all that apply)

Verification Commitment: I understand that the Township of Northfield will verify adherence to these criteria annually for a minimum of three years, measured from the date of marihuana facility license issuance by LARA. I agree to provide the Township of Northfield information that the Township, in its sole discretion, deems necessary to verify satisfaction of these elements. I agree to self-report compliance using a form provided by the Township upon request.

_____ Signature of applicant/s

Owner-applicant/s (having a minimum 25% ownership interest in the marihuana facility seeking CU approval) has/have resided for at least 1 of the last 5 years (minimum of 12 months) in:

APPLICANT INITIAL	APPLICANT √	VOLUNTARILY-OFFERED CONDITION TO BE INCLUDED IN PROJECT:
		A. Northfield Township
		C. Washtenaw County
EM	✓	**D. State of Michigan**

Submittal: Driver's license or State of Michigan ID with an affidavit that includes years and address/es.

2) Local Economy (choose all that apply)

APPLICANT INITIAL	APPLICANT √	VOLUNTARILY-OFFERED CONDITION TO BE INCLUDED IN PROJECT:
EM	✓	**A. Commitment to hire 15% of employees or more who are Northfield Township residents, working more than 30 hours/week**
EM	✓	**B. Commitment to hire 30% of employees or more who are Northfield Township residents, working more than 30 hours/week**
EM	✓	**C. Commitment to hire 50% of employees or more who are Northfield Township residents, working more than 30 hours/week**

Submittal: (A) Business tax records that demonstrate percent employees as Township or non-Township residents. By offering condition 2 (A and B), the applicant consents to the Township obtaining employee residency income tax percentages from the Income Tax Department. (C) Business records that demonstrate number of employees. By offering condition 2(C), the applicant consents to the Township obtaining withholding information from Income Tax Department to verify number of employees.

3) Streamlined Applications

APPLICANT INITIAL	APPLICANT √	VOLUNTARILY-OFFERED CONDITION TO BE INCLUDED IN PROJECT:
EM	✓	**A. No landscaping, parking, or other Planning Commission waivers or Zoning Board of Appeals variances will be requested.**
EM	✓	**B. Applicant volunteers to participate in Marihuana Facility Scoring Evaluation as part of the Conditional Use approval process.**

Submittal: (A) Affidavit and documentation establishing that no sensitive use separation distance waivers are required for the property at issue.

MARIHUANA FACILITY VOLUNTARY LOCAL DEVELOPMENT AGREEMENT
VOLUNTARY OFFERED CONDITIONS
ITEM 1 - LOCAL RESIDENCY

22 BARKER ROAD
WHITMORE LAKE, MI 48189

AFFIDAVIT OF BARTEK KUPCZYK

STATE OF MICHIGAN)
COUNTY OF Oakland)

Bartek Kupcyzk, being duly sworn, deposes, and says:

1. I make this Affidavit based on personal information and knowledge.

2. A Conditional Use Application is being submitted for the property at 22 Barker Road, Whitmore Lake, MI 48189.

3. GS Ashley, LLC is participating in a Marihuana Facility Voluntary Local Development Agreement with its application to the Township of Northfield.

4. I have at least a twenty-four & 45/100 percent (24.45%) ownership interest in GS Ashley, LLC through my ownership of One Two Tree Holdings, LLC which wholly owns GS Ashley, LLC.

5. I have lived in the State of Michigan continuously since September, 2016.

6. My current and prior addresses and dates of residence are as follows:

   a. 592 W. Lincoln, Birmingham, MI 48009 from June, 2019 to the present.

   b. 1888 Hazel, Birmingham, MI 48009 from September, 2016 to June, 2019.

7. Attached is a copy of my current Michigan Driver's License.

BARTEK KUPCZYK

Subscribed and sworn to before me
on February 27th 2020, 2020.

Sean McKenna
Notary Public
Oakland County, Michigan
My Commission Expires: 11-02-2023
Acting in Oakland County

SEAN MCKENNA
Notary Public – State of Michigan
County of Oakland
My Commission Expires Nov 2, 2023
Acting in the County of Oakland

February 27th 2020

MARIHUANA FACILITY VOLUNTARY LOCAL DEVELOPMENT AGREEMENT
VOLUNTARY OFFERED CONDITIONS
ITEM 1 - LOCAL RESIDENCY

22 BARKER ROAD
WHITMORE LAKE, MI 48189

AFFIDAVIT OF ERICK MOIR

STATE OF MICHIGAN)
COUNTY OF Macomb)

Erick Moir, being duly sworn, deposes, and says:

1. I make this Affidavit based on personal information and knowledge.

2. A Conditional Use Application is being submitted for the property at 22 Barker Road, Whitmore Lake, MI 48189.

3. GS Ashley, LLC is participating in a Marihuana Facility Voluntary Local Development Agreement with its application to the Township of Northfield.

4. I have at least a twenty-four & 45/100 percent (24.45%) ownership interest in GS Ashley, LLC through my ownership of One Two Tree Holdings, LLC which wholly owns GS Ashley, LLC.

5. I have lived in the State of Michigan continuously since October, 2014.

6. My current and prior addresses and dates of residence are as follows:

   a. 519 Washington Rd., Grosse Pointe, MI 48230 from January, 2017 to the present.

   b. 17450 Collinson St., Eatspointe, MI 48021 from September, 2016 to January, 2017.

   c. 519 Washington Rd., Grosse Pointe, MI 48230 from October, 2014 to September, 2016.

7. Attached is a copy of my current Michigan Driver's License.

ERICK MOIR

Subscribed and sworn to before me
on February 27th, 2020.

Notary Public
Macomb County, Michigan
My Commission Expires: 10/27/2023
Acting in Macomb County

KYLE LEWIS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Oct. 27, 2023
Acting in the County of Macomb

MARIHUANA FACILITY VOLUNTARY LOCAL DEVELOPMENT AGREEMENT
VOLUNTARY OFFERED CONDITIONS
ITEM 3 – Streamlined Application

22 BARKER ROAD
WHITMORE LAKE, MI 48189

AFFIDAVIT OF ERICK MOIR

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Erick Moir, being duly sworn, deposes, and says:

1. I make this Affidavit based on personal information and knowledge.

2. A Conditional Use Application is being submitted for the property at 22 Barker Road, Whitmore Lake, MI 48189.

3. GS Ashley, LLC is participating in a Marihuana Facility Voluntary Local Development Agreement with its application to the Township of Northfield.

4. No landscaping, parking, or other Planning Commission waivers or Zoning Board of Appeals variances will be requested as a part of GS Ashley's Conditional Use Application.

5. GS Ashley volunteers to participate in Marihuana Facility Scoring Evaluation as part of the Conditional Use Approval process.

ERICK MOIR

Subscribed and Sworn to before me
on April 13, 2020

Notary Public
Macomb County, Michigan
My Commission Expires: 10/27/2023
Acting in Wayne County

KYLE LEWIS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Oct. 27, 2023
Acting in the County of Wayne

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

VIA US MAIL

Date: October 30, 2018

Addressee: G.S. Ashley, LLC

Address: 338 South Ashley St
Ann Arbor, MI 48104

RE: Prequalification status for your pending application

Dear Applicant:

The Medical Marihuana Licensing Board considered your partial application for prequalification status on October 29, 2018 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and MMFLA Emergency Rule 4. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Emergency Rule 6 are completed. A state operating license for a marihuana facility cannot be issued at this stage of the application. During final application review, the board will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

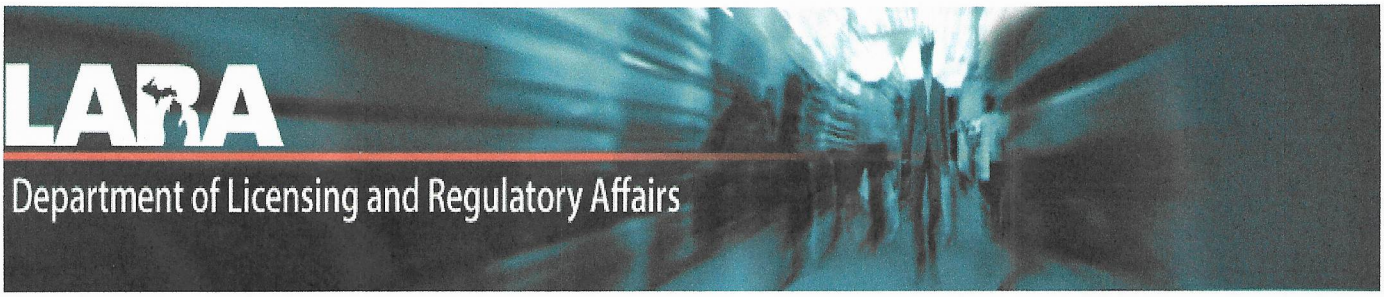
If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. You may submit a paper application online through the Accela Citizen Access Portal on the bureau website at www.michigan.gov/mmfl or your application may be submitted by mail or in person.

Mailing Address:
Department of Licensing & Regulatory Affairs
Bureau of Medical Marihuana Regulation
Marihuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:
Department of Licensing & Regulatory Affairs
Bureau of Medical Marihuana Regulation
Marihuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Andrew Brisbo, Director
Bureau of Medical Marihuana Regulation
Michigan Department of Licensing and Regulatory Affairs



Record AU-ER-000133

Adult-Use Entity Registration - License

Record Status: Active - Main Prequalified
Expiration Date: 12/31/209

Record Info

Record Details

Record Name:
GS Ashley, LLC

© 2016 State of Michigan

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED.

DISCLOSURE 8 - LITIGATION HISTORY

Add additional pages if necessary
Refer to the Application Instruction Booklet for instructions on how to complete this form at: www.michigan.gov/mmfl

GS Ashley, LLC	(734) 773-3075	
Applicant Name	Phone No.	Fax. No.

Is the applicant currently a party to any civil lawsuits involving its business practice?

☒ No ☐ Yes

Has the applicant been a party to any other litigation during the past seven years?

☒ No ☐ Yes

In the previous ten years, has the applicant been accused of internal misconduct?

☒ No ☐ Yes

In the previous ten years, has an ultimate decision been issued adverse to the applicant or any of its officers, executives, or managers that would have or could have a current or future effect in the entity?

☒ No ☐ Yes

In the previous ten years, has an ultimate decision been issued adverse to the applicant or any of its officers, executives, or managers that could reasonably be expected to reflect upon the current or future financial responsibility or ability of the entity or the character, reputation, or integrity of the entity or any of its officers, executives or managers?

☒ No ☐ Yes

If you answered **YES** to any of the above questions, you are required to complete the following information.

(1) Please provide the following for all litigation related to the supplemental applicant's business practices, pending or concluded, for the past 7 years. (attach additional pages as necessary)

Case Caption	Docket/Case No.	Court	Location
Case Caption	Docket/Case No.	Court	Location
Case Caption	Docket/Case No.	Court	Location

For any cases that are currently pending, provide the case caption, the cause of action, and a brief explanation regarding the allegations of the case. (add additional pages if necessary)

Dykema Gossett PLLC
39577 Woodward Avenue
Suite 300
Bloomfield Hills, MI 48304
WWW.DYKEMA.COM
Tel: (248) 203-0700
Fax: (248) 203-0763

Samuel R. Kilberg
Direct Dial: (248) 203-0519
Direct Fax: (866) 881-7203
Email: SKilberg@dykema.com

Via Email

April 22, 2020

Paul Lippens
Planning Consultant Township of Northfield
c/o Northfield Township Planning Commission
8350 Main Street
Whitmore Lake, MI 48189-0576

Re: ***GS Ashley, LLC's Supplementation of Photometric Plan to its Application for Conditional Use and Site Plan Approval for Proposed Adult Use Retail Center and Medical Marihuana Provisioning Center at 22 Barker Road, Whitmore Lake, MI 48189 ("Application").***

Dear Mr. Lippens:

As you are aware we represent GS Ashley, LLC ("GS Ashley") with respect to its Application that was submitted to Northfield Township on Monday, April 20, 2020. GS Ashley has updated the photometric plan that was included in the Application materials submitted on Monday. Please find enclosed a copy of the updated photometric plan to be included as part of the Application. Thank you for your attention to this matter and please feel free to reach out with any questions you may have.

Sincerely,

DYKEMA GOSSETT, PLLC

Samuel R. Kilberg

Enclosure

cc: Mary Bird



D-Series Size 0
LED Area Luminaire

Catalog Number

Notes

Type

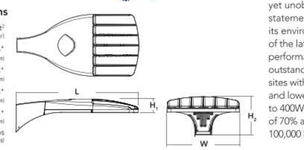
Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series is striking yet unobtrusive – making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA: 0.95 ft² (.09 m²)
Length: 26" (66.0 cm)
Width: 13" (33.0 cm)
Height, L_1: 3" (7.62 cm)
Height, L_2: 7" (17.8 cm)
Weight (max): 16 lbs (7.26 kg)



A= Capable options indicated by this color background.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P4 P7 P2 P5 P3 P6 **Rotated optics** P10[1] P12[1] P11[1] P13[1]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short TSS Type V short TSM Type V medium TSW Type V wide BLC Backlight control[2] LCCO Left corner cutoff[2] RCCO Right corner cutoff[2]	MVOLT[3,4] 120[4] 208[4] 240[4] 277[4] 347[4,5] 480[4,5] **Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor[6] RPUMBA Round pole universal mounting adaptor[6] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]

Control options		Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[8,9] PIRHN Network, high/low motion/ambient sensor[8,9] PER NEMA twist-lock receptacle only (control ordered separate)[10,11] PER5 Five-pin receptacle only (control ordered separate)[10,11] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate)[10,11] DMG 0-10V dimming extend out back of housing for external control (control ordered separate)[11]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[8,9,12] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[8,9,12] PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[8,9,12] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[8,9,12] FAO Field adjustable output[9]	**Shipped installed** HS House-side shield[13] SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] L90 Left rotated optics[2] R90 Right rotated optics[2] DDL Diffused drop lens[13] **Shipped separately** BS Bird spikes[13] EGS External glare shield[13]	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

LITHONIA LIGHTING
COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.705.7378 • www.lithonia.com
© 2011-2019 Acuity Brands Lighting, Inc. All rights reserved.

7046 LED

IDA DARK SKY APPROVED
2700K-3000K ONLY

STANDARD SPECIFICATIONS

HOUSING
Full cut-off die cast housing designed for rugged applications. The housing features a separate ballast compartment that attaches directly to a j-box. The design of the fixture does not require opening the lighting area for any reason.

REFLECTOR
Formed white steel, mounted in position with hardware.

LENS
Clear, high impact acrylic installed with a continuous rubber seal.

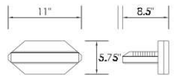
LED PERFORMANCE - 3500K STANDARD
120-277V - 3500K, 82 CRI - L80 rating - 60,000 hrs - L70 rating (projected) - 100,000 hrs
Amperage rated @ 110V input.
Operating ambient temperature: -20°C / -4°F - 40°C / 104°F

Standard 3500K source lumens noted. Consult Brownlee.com for performance of all CCTs.
C09 - 9W nominal, .10 A input - 1200 lm - 144 lm/W. Dimmable (0-10V).
C13 - 13W nominal, .10 A input - 1430 lm - 116 lm/W. Dimmable (0-10V).
C17 - 16W nominal, .15 A input - 2050 lm - 132 lm/W. Dimmable (0-10V).
C24 - 23W nominal, .20 A input - 2950 lm - 131 lm/W. Dimmable (0-10V).
D30 - 30W nominal, .28 A input - 3111 lm - 105 lm/W. Non-dimming.

MOUNTING
The 7046 series can be mounted downlight only and is designed to be mounted directly to j-box (by others).

FINISH
This series is available in a standard bronze polyester powder coat.





cULus WET
SUPPORTS T24 COMPLIANCE

PROJECT:
MODEL #:
FIXTURE TYPE:

ORDERING INFORMATION

7046 - _____ - _____ - _____
Model 2. 3. 4. (if required)

2. WATTAGE

C09	9W C Series LED
C13	13W C Series LED
C17	16W C Series LED
C24	23W C Series LED
D30	30W D Series LED

3. COLOR TEMPERATURE

35K	3500K standard color temperature
27K	2700K color temperature (C Series only)
30K	3000K color temperature (C Series only)
40K	4000K color temperature (C Series only)

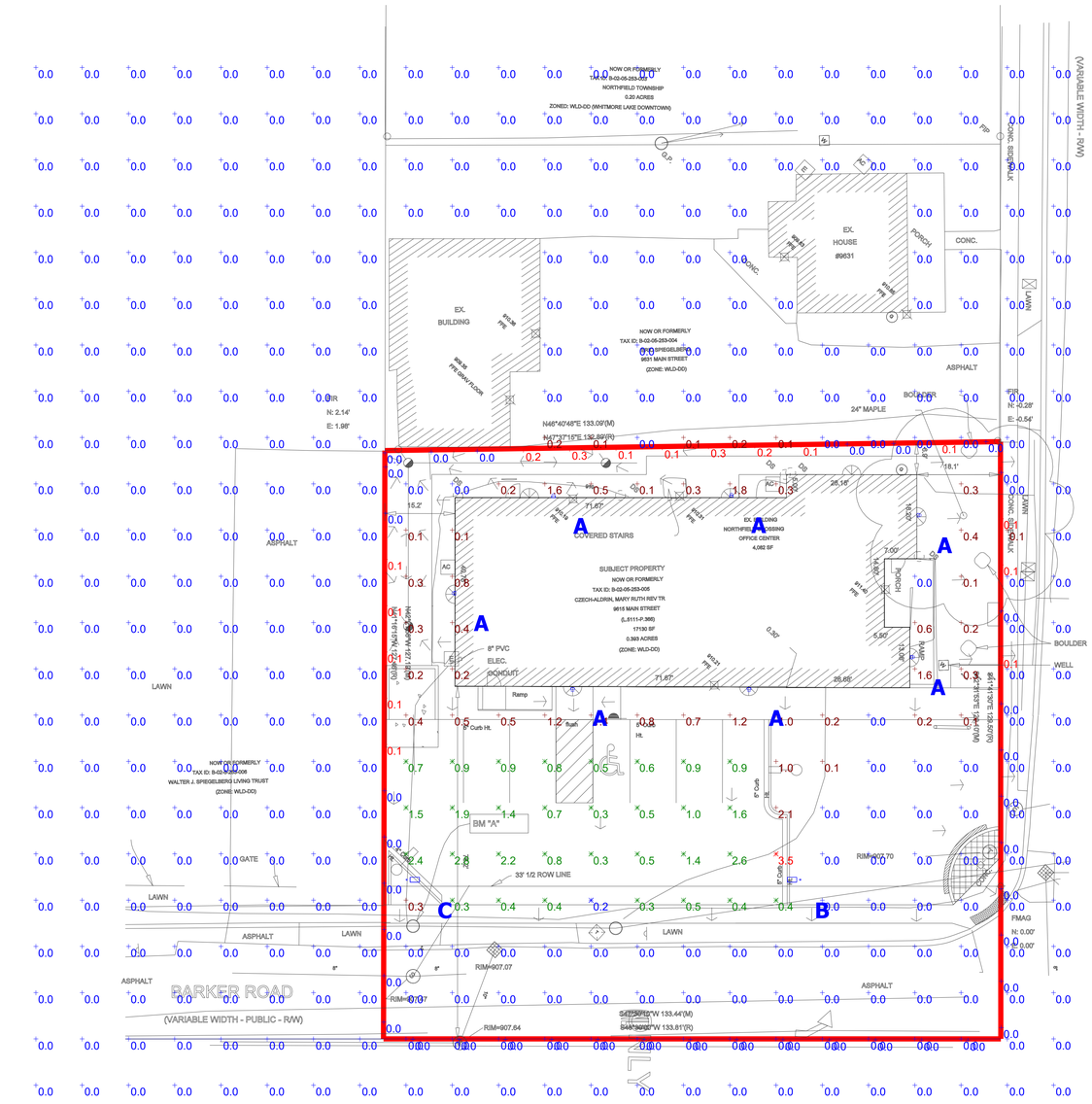
4. AVAILABLE OPTIONS

BAC[1]	Buy American Compliant
DTR[2]	Triac (Line Voltage) Dimming (120V) (C Series only)
ECW[5]	Extreme Cold Weather (-40°C / -40°F min.)
ES[3]	ENERGY STAR® (C Series only)
FCL[1]	French Canadian Labels
PO1	Photo Control (120V)
PO2	Photo Control (208, 240, 277V)
T24[4]	Title 24 Compliant (C13 in 3000K only)

Notes: (0) 90R - cannot be combined with ES or T24 **(1) BAC** - cannot be combined with FCL **(2) 88R/88S/88C** - cannot be combined with DTR, ECW, EXT, or T24 **(3) BLD** - cannot be combined with DTR, OCC, or T24 **(4) DTR** - cannot be combined with 88R, 88C, 88S, BLD or T24 **(5) ECW** - cannot be combined with 88S, 88C, or DTR **(6) ES** - cannot be combined with 90R, DTR, FCL, or T24 **(7) FCL** - cannot be combined with BAC, ES, or T24 **(8) OCC** - cannot be combined with BLD **(9) T24** - cannot be combined with 90R, 88R, 88C, 88S, BLD, DTR, ES, or FCL **(10) 88S** - cannot be combined with BLD, DTR, ECW, EXT, OCC, or T24
Addt'l Notes: *88R/88S/88C - Standard 88R (and 88S option) has a minimum operating temperature of 10C/50F. 88C option has a minimum operating temperature of -20C/-4F. ****88LD** - Bi-Level Dimming is field adjustable from 100% to a dimmed light level of 10, 20, 30, or 50%. All units are factory set at 50%.
Specifications and dimensions subject to change without notice.
Consult your Brownlee Lighting representative for availability and ordering information.

BROWNLEE LIGHTING
www.brownlee.com

REVISED
2019.03.15



Plan View
Scale - 1" = 15ft

Schedule									
Symbol	**Label**	**QTY**	**Manufacturer**	**Catalog Number**	**Description**	**Lamp**	**Number Lamps**	**Lumens per Lamp**	**LLF**	**Wattage**	**Mounting Height**
	A	7	Brownlee Lighting	7046-C9LED-35K	LOW WATTAGE WALL PACK - DIMMER RECOMMENDED TO KEEP CALCS AT PROPERTY LINE DOWN. SHOWN DIMMED TO 40%. ALSO RECOMMEND 40K	LED	1	792	0.35	8.82	8'
	B	1	Lithonia Lighting	DSX0 LED P1 40K LCCO MVOLT	DSX0 LED P1 40K LCCO MVOLT	LED	1	2874	0.9	38	16'
	C	1	Lithonia Lighting	DSX0 LED P1 40K RCCO MVOLT	DSX0 LED P1 40K RCCO MVOLT	LED	1	2874	0.9	38	16'

Statistics							
Description	**Symbol**	**Avg**	**Max**	**Min**	**Max/Min**	**Avg/Min**	**Avg/Max**
PARKING LOT	X	1.0 fc	3.5 fc	0.2 fc	17.5:1	5.0:1	0.3:1
PL	+	0.0 fc	0.3 fc	0.0 fc	N/A	N/A	0.0:1
SITE	+	0.1 fc	3.5 fc	0.0 fc	N/A	N/A	0.0:1

General Note
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

22 BARKER
EXTERIOR PHOTOMETRIC PLAN
PREPARED FOR: STOREY ENG
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
JD/NAE/KB
Date
3/2/2020
Scale
Not to Scale
Drawing No.
#20-48114 V2
1 of 1

MCKENNA

May 29, 2020

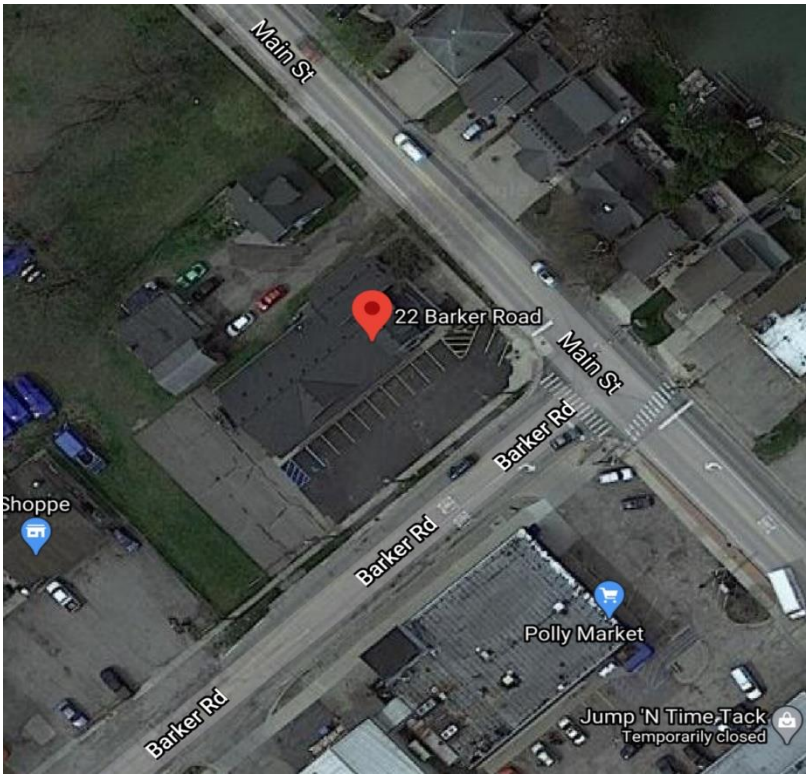
Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: Conditional Use Review #1; GS Ashley/22 Barker Road; Plan Dated April 20.

Dear Planning Commissioners:

We have reviewed the proposed application for conditional use approval submitted by GS Ashley, LLC. for Adult Use and Marihuana Provisioning Center to be located at 22 Barker Road. The site is approximately .39 acres and zoned WLD-DD District. The existing 4,082 sq. ft. Northfield Crossing Office Center on the site will be repurposed and used for provisioning. Our review of the site plan is in a separate letter.

Site Photo: 22 Barker Road (Source: Google Maps 2018; site boundary is approximate)



DETROIT
28 West Adams Street
Suite 1000
Detroit, Michigan 48226

O 313.888.9882
F 248.596.0930
MCKA.COM

Communities for real life.

CONDITIONAL USE COMMENTS

Conditional use approval of a marihuana facility is subject to the general discretionary standards in Section 36-838 applicable to all conditional uses. Our comments are provided below:

A. **Section 36-838. General Conditional Use Approval Requirements.** For conditional use approval to be granted, the Planning Commission and Township Board must find that the proposed use satisfies the following general criteria:

1. ***Will be harmonious with and in accordance with the general objectives, intent and purpose of this chapter.*** The applicant's application includes a description of the use. The use does fit in with the intent of WLD-DD Zoning District. The stated purpose of the WLD-DD zoning district is intended to promote a unified vision for transforming the historic commercial core of the Whitmore Lake Community focused on mixed-use development, increased land use intensity, and improved public amenities that is oriented as much to the needs of the pedestrian as to those of the automobile. Reuse of this site and building for Marihuana facilities is in line with this encouragement of mixed general retail within and adjacent to Downtown Whitmore Lake.

2. ***Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*** The applicant has proposed plans to reinvigorate the exterior of the existing building. The attached plans show that the Center's design will enhance the character of the existing built environment, via providing bicycle parking along Main St. Photos of all 4 building elevations, as well as elevation plans for the building, must be provided and will be reviewed to be sure they are appropriate in appearance during site plan review.

3. ***Will be compatible with the natural environment and existing and future uses in the vicinity.*** The site is bordered by Barker Rd and Main St and zoned WLD-DD. Directly across from the site are single-family homes zoned WLD-W, and border Whitmore Lake. Most other sites surrounding the proposed facility are commercial, professional, and service uses. Reuse of the existing building is compatible with the natural environment. The applicant also proposes the addition of trees on the site and will have no greater impacts of the existing and future uses than are present currently. The proposed center is compatible with the natural environment and existing and future uses in the vicinity, as it fits with the intent of the WLD-DD, by promoting increased land use intensity and improved public amenities, via implementation of bicycle parking.

4. ***Will be compatible with the Township land use development plan.*** The Township Future Land Use plan details the site and surrounding area as VC, Village Center, a district that promotes mixed use. While retail marihuana and provisioning centers are being newly introduced within the Township, they are compatible with the Township's land use development plan, and will bring retail to the district.

5. ***Will be or can be served adequately by essential public facilities and services.*** The site has access points to Barker Road and Main St., both paved rural major collector roads. Collector roads are intended to funnel traffic to arterial roads, like US-23. The existing site is served by public facilities and has access to emergency services. No modifications to such essential public facilities and services will be necessary. Details of utility access will be addressed by the Township engineer during site plan review.

6. ***Will not be hazardous or disturbing to existing or future neighboring uses.*** The proposed use will follow State regulations for odor mitigation and will not result in any pollution or other environmental impacts to neighboring uses. The applicant has included letters of support from surrounding neighbors and businesses. Additionally, distance requirements for adult-use facilities have been met.

7. ***Will not create excessive additional requirements at public cost for public facilities and services.*** The proposed use should not create excessive additional requirements at public cost for public facilities and services. The reuse of the existing structure allows public facilities and services to continue to serve this facility as they were for the previous use. Security measures required by the State of Michigan, as well as the Township, are deemed the applicant's responsibility.

B. Standards for Marihuana Establishments and Facilities

1. ***Marihuana related activities shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, Marihuana facilities Licensing Act, the Marihuana Tracking Act, the Michigan Regulation and Taxation of Marihuana Act and all State of Michigan regulations for the transfer of marihuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.*** This standard appears to be met by the proposal. We recommend a note stating compliance with this standard be added to the site plan.

2. ***All marihuana establishments and facilities shall submit a Zoning Compliance Application, shall obtain structural, electrical, plumbing, and mechanical permits and inspections to meet current state construction codes, and shall obtain a Certificate of Occupancy prior to any operation or occupancy of said establishment or facility.*** We recommend a note stating compliance with this standard be added to the site plan.

3. ***Site plan approval and conditional use approval shall be required for all marihuana establishments and facilities.*** *We recommend that Board approval of the conditional use be a condition of site plan approval.*

4. ***The applicant location shall meet all applicable written and duly promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the Medical/Recreational Marihuana Licensing Board and obtain a Certificate of Occupancy.*** We recommend a note stating compliance with this standard be added to the site plan.

5. ***The establishment or facility location shall conform to all standards of the zoning district in which it is located.*** This standard appears to be met by the proposal.

6. ***Establishments and facilities are not permitted within a 500-foot radius of any primary, intermediate or secondary school measured by the shortest possible line from the property edges.*** This standard appears to be met by the proposal.

7. ***The minimum distance from other marihuana facilities and establishments is 1,000 feet. Colocation of use classes on one site is permitted when consistent with State standards and all***

uses are permitted in the zoning district. There are other sites proposed withing 1,000 ft. We recommend Planning Commission and the Board consider each site independently, review the materials submitted by the applicant for the Conditional Use Application, review the Township Administration MFVLDA and Supplemental Scoring Evaluation, and determine if the GS Ashley Application should receive precedence for a Marihuana Facility permit.

8. ***In the AR district, the minimum lot size for Recreational Class B growers shall be 10 acres. In the AR district the minimum lot size for Medical Class A, and Recreational Class A growers shall be 5 acres.*** This Standard is not applicable to this site.

9. ***Hours of operation permitted for retail, provisioning centers, and microbusinesses: Monday – Saturday: 9:00 a.m. – 9:00 p.m.; Sunday: 10:00 a.m. – 6:00 p.m.*** We recommend a note stating compliance with this standard be added to the site plan.

10. ***All activity related to the marihuana establishment or facility shall be done indoors.*** We recommend a note stating compliance with this standard be added to the site plan.

11. ***All establishments and facilities must ensure that any water emanating from the establishment or facility meets or exceeds all applicable state and local environmental standards.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

12. ***No required water supply and sanitary sewerage facilities shall be erected, altered, or moved upon a lot or premises and used in whole or in part for a marihuana facility unless it shall be provided with a safe, sanitary and potable water supply and with a safe and effective means of collection, treatment, and disposal of human excreta and domestic, commercial, and industrial waste. All such installations and facilities shall conform to the minimum requirements Washtenaw County, and any applicable statutes, ordinances, or regulations.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

13. ***Security cameras shall be installed and maintained. Security Cameras, which include recordings and all recordkeeping, shall comply with all State requirements. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. A security plan shall be provided and approved by the Public Safety Director.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Director of Public Safety.

14. ***Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.*** This standard is met by the proposal.

15. ***Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.*** We recommend a note

stating compliance with this standard be added to the site plan.

16. ***Marihuana establishments and facilities are not permitted to operate in a manner that results in adverse impacts on adjacent property; including excessive odor, traffic, noise, or loitering. The Township may place reasonable conditions on facilities to ensure operation consistent with community norms. Failure to comply with Township regulations or conditions of approval shall be cause to revoke a local license. Odor for growers and processors shall be regulated as follows:***

    a. ***The building shall be equipped with an activated carbon filtration system for odor control and air scrubbing to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.***

    b. ***The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.***

    c. ***The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days, or according to manufacturer recommendations, whichever is less.***

    d. ***Negative air pressure shall be maintained inside the building.***

    e. ***Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.***

    f. ***An alternative odor control system is permitted if the special use permit applicant submits and the township accepts a report by a mechanical engineer licensed by the state of Michigan demonstrating the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The Township may hire an outside expert, at the cost of the applicant, to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.***

    g. ***Secure transporters and safety compliance facilities shall also be required to submit plans for odor control for approval if in the opinion the planning commission such plans are required for the protection of the township and its residents.***

    We did not find any information on the air scrubber in the application packet. We recommend that a note stating compliance with this standard be added to the plan and information on the methodology proposed be submitted to the Township for Review.

17. ***If the marihuana establishment or facility ceases operation for a length of time of ninety days or greater, the conditional use shall expire.***

    We recommend a note stating compliance with this standard be added to the site plan.

18. ***Marihuana drive-through retail establishments and provisioning centers shall be prohibited.*** This standard is met by the proposal.

19. ***All marihuana shall be contained within a structure that meets all applicable building code requirements in an enclosed, locked area. A floor plan shall be provided with the site plan application.*** This standard is met by the proposal.

20. ***Application for a local Marihuana Facilities Permit shall be made to the Township Clerk, or a designee. The application shall be made using forms provided by the Township Clerk, or a designee, for a Marihuana Facilities Permit. The application shall be signed by the applicant verifying the truth and accuracy of all information and representations. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules of the State of Michigan. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Township Board. Applications shall be filed according to licensing regulations, procedures, and fees established by the Township Board, and may be amended.*** This standard is met by the proposal.

21. ***A State license is required for all Marihuana Establishments and Facilities.*** Verification of the State License shall be required prior to business opening for operations.

22. ***Prior to issuance of a certificate of occupancy, an authorized Marihuana Establishment or Facility shall comply with the following regulations and shall only be operated as long as it remains in compliance with all such ordinances.***

    a. ***Compliance with State and Township licensing requirements and proof of issuance of a State operating license and compliance with all rules promulgated there under is filed with the Township.***

    b. ***Compliance with all Township Zoning regulations with written approval of Zoning Compliance issued by the Township Zoning Administrator.***

    c. ***Compliance with all Township construction and building ordinances and applicable police power ordinances.***

    We recommend a note stating compliance with this standard be added to the site plan.

23. ***Inspections may be made by the Township Official's designee to confirm the Marihuana Establishment or Facility is operating in accordance with applicable laws including, but not limited to, State Law and Township Ordinances.*** We recommend a note stating compliance with this standard be added to the site plan.

24. ***The premises shall be open for inspection upon request by the Zoning Administrator, Code Enforcement Officer, Building Official, Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.*** We recommend a note stating compliance with this standard be added to the site plan.

25. ***The penalties and fees collected by the Township for Marihuana Establishments and Facilities shall be the maximum permissible by the State of Michigan unless otherwise established by the Township Board.*** This standard is met by the proposal.

RECOMMENDATION

At this time there are several informational items that must be provided or clarified on the site plan. We recommend that Planning Commission hold a hearing and let the applicant share their business plan with the planning Commission. We also recommend planning commission consider any comments from the public at the hearing. Finally, we recommend Planning Commission table making a recommendation to the Board until a time that all of the above comments have been addressed.

Respectfully submitted,

McKENNA ASSOCIATES





Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

MCKENNA

May 29, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **GS Ashley, LLC/22 Barker Road; Site Plan Review #1, Plan Dated April, 2020 and received by Northfield Township in April, 2020**

Dear Planning Commission:

We have reviewed the above referenced site plan and conditional use approval application submitted by GS Ashley, LLC to operate a proposed Adult Use Retail Center and Marihuana Provisioning Center at 22 Barker Rd. The applicant proposes to operate the Adult Use Retail Center and Marihuana Provisioning Center within the existing 4,082 sq. ft. Northfield Crossing Office Center located in the WLD-D (Whitmore Lake Downtown) District. The applicant will be re-purposing the interior and exterior of an existing building and will not be adding any additions. Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional Uses in the WLD-D. Marihuana facilities in Northfield Township are a conditional use and are addressed in a separate letter.

ZONING AND USE

As stated above, Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional uses in the WLD-D District. The Conditional Use Review letter is included in a separate attachment.

The facility requires Planning Commission approval under the provisions of Section 36-864(c)(1).

<u>As noted in our conditional use review letter, there are several specific standards for Marihuana uses that have not been addressed and require documentation on the site plan prior to Planning Commission Approval.</u>

COMMENTS

We have reviewed the site plan submitted for compliance with the Township's Zoning Ordinance standards and sound planning and design principles, and we offer the following comments for your consideration (items requiring correction or additional information are <u>underlined</u>):

1. **Lot Dimensions.** There is no minimum lot size requirement in the WLD-D district.

2. **Setbacks.** The proposed site includes a plan details a 30-foot rear yard setback and 10-foot front yard setback. All setback standards have been met.

CATEGORY	REQUIRED	PROPOSED
Lot Coverage	N/A	3%
Building Height	45' max.	26'
Front Setback	10'	10'
Side Setback (north)	N/A	0'
Side Setback (south)	N/A	0'
Rear Setback	30'	30'

3. **Pedestrian Circulation.** The site has a public sidewalk along Barker Rd. and Main St., providing adequate pedestrian circulation. The applicant also proposes to introduce bicycle parking on the north side of the structure. Bicycle parking will aide in ease of non-motorized transportation along Barker Rd. and Main St.

4. **Vehicular circulation.** Ingress and egress locations will not change on the site. There is one access drive via Barker Rd.

5. **Parking.** The Zoning Ordinance does not require parking for sites in the WLD-D district. Sheet PSP. 2.0 details proposed removal of half of the parking spaces on the southeast portion of the site and replacing them with new concrete as well as decorative features including: a decorative kneewall, bench, and bicycle parking.

   The existing parking lot includes 10 parking spaces. The applicant proposes to reduce parking to five (5) parking spaces, with one barrier free and van accessible space.

6. **Landscaping.** No existing vegetation is proposed to be removed. A total of 116 trees an shrubs are proposed to be planted on the site, providing screening along Main St. and the northeast corner of the site on Barker Rd. The purpose of parking lot landscaping required by Section 36-722(m) is to promote the following:
   1) Divide and break up the expanse of pavement.
   2) Define parking areas.
   3) Designate areas for vehicular circulation.
   4) Separate parking lots from streets and off-street parking.

   The applicant has provided vegetative screening along Main St. and Barker Rd., providing divisions among the expanse of pavement. This site plan has provided sufficient variety of vegetation to meet these goals. No existing landscaping is proposed to be removed.

7. **Lighting.** Within the Zoning Ordinance, Section 36. 728 Exterior Lighting Standards (b) states the site plan must include the location, type, and height of all exterior lighting fixtures, as well as a legend detailing the type of fixtures to be implemented. A photometric plan is included within Sheet 1 of 1 within the plan. LED pole locations are included on the site plan. Two black, LED light pole fixtures are included on the plan, as well as seven black, wall-mounted lighting fixtures.

8. **Signage.** Sheet A-100 shows a proposed sign that reads “Liberty” on the side of the building facing Barker Rd. However, the site plan does not include dimensional standards or calculations. Article 26 of the Zoning Ordinance includes all of the requirements for the number, height, area, and placement of signs. Signs can be approved administratively after site plan approval.

9. **Architecture.** A color render of the proposed repurposing of the exterior of the building is included on Sheet A-100 of the site plan. The new façade of the building includes a deep green exterior color, with white accents along roof overhangs.

10. **Departments and Agency Review.** The applicant shall respond to any concerns raised by the fire chief, engineer, and County, upon review of this site plan application. We defer to the Township Engineer on utility and stormwater review.

RECOMMENDATION

At this time, there are several notes and items that must be clarified on the site plan is in substantive conformance with the Zoning Ordinance. We recommend Planning Commission table a decision on the site plan with the following conditions.

1. All conditional use standards must be met and documented on the site plan prior to approval.
2. Any issues identified by other reviewers are addressed and no substantial revisions to plan layout are required by engineering review.

Additionally, when these issues are addressed, we will recommend that site plan approval be contingent on the applicant receiving Board Approval of a Marihuana Facility Permit for the proposed use on the site.

We look forward to reviewing these findings with you. If you have any questions about this report or require additional information, please contact us.

Respectfully submitted,

MCKENNA

Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

Application # _____

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW APPLICATION

PROJECT NAME: Treehouse Wellness Center

PROJECT ADDRESS: 9545-9551 North Main Street, Whitmore Lake, 48189

Applicant Information:	**Owner Information:**
Name: Green Guys Group Inc.	Name: Xavier Tato
Address: 200 W 2nd, PO Box 1094 Royal Oak 48068	Address: 1930 W. Stadium Blvd. Ann Arbor 48103
Phone: 810-599-8599	Phone: 586-383-9190
Email: matthewR@greenguysgroupinc.com	Email: Xaviertato@yahoo.com

If the applicant is not the property owner, then a statement from the owner **MUST** be attached authorizing the application.

Proof of ownership **OR** Statement if applicant is not owner is attached. ☒

If applicant is not the owner, describe applicant's interest in the property

The applicant will be purchasing the building if approved

PROPERTY DESCRIPTION

Legal Description: ☐ Attached ☒ On Site Plan

Parcel ID(s): B-02-05-254-023

Description of Proposed Use: Marijuana retail and provisioning sales

Total Acreage of Site: 0.36 Acres

Total Floor Area:

Existing: First Flr = 2,160 sf. basement = 1,954 sf.

Proposed: same

Height of Structure(s) (in stories & feet):

2 Stories - 22'-10"

Sanitary Facilities: ☒ Sewer ☐ Septic

Water: ☐ Municipal ☒ Private Well

Zoning Classification(s):

☐ RC ☐ AR ☐ LR ☐SR1 ☐SR2 ☐MR ☐VC ☐LC ☐GC ☐ES ☐HC ☐GI ☐LI ☒Other WLD-DD

SITE PLAN REVIEW OPTIONS

Administrative Site Plan Review:

☐ Expansion or reduction of an existing, conforming structure less than 2,000 sq. ft. / 5% of floor area

☐ Additional parking, loading / unloading spaces and landscape improvements

Site Plan Review:

☐ New Construction

☒ Building Addition Interior renovation & Facade renovation

Development Plan Review:

☐ Planned Unit Development

☐ Planned Residential Development

☐ Site Condominium Plan

Amendment to Approved Site Plan or Development Plan:

☐ Site Plan

☐ Development Plan

Site or Development Plan Review in conjunction with: ☐ Rezoning Request ☐ Special Land Use Request

Application # _____

AUTHORIZED SIGNATURE
I hereby state that all of the above statements and all of the accompanying information are true and correct.
X Applicant's Signature: _____ Date: 4/30/2020

FOR OFFICE USE ONLY	
Application Received Date:	**Planning Commission Received Date:**
Planning Commission Action: ☐ Approved Date: _____ ☐ Denied Date: _____ Expiration Date: _____	
Fee Received: ☐ Cash ☐ Check #_____	

RECEIVED
MAY 1 2020
NORTHFIELD TOWNSHIP

PAID
MAY 1 2020
NORTHFIELD TOWNSHIP TREASURER

First American Title™	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	**34442**

File No.: **34442**

1. Commitment Date: **05/24/2016**

EXHIBIT A LEGAL DESCRIPTION

The following property located in the Township of Northfield, County of Washtenaw, State of Michigan

Commencing at the West ¼ corner of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, thence North 86 degrees 00 minutes 00 seconds East 341.88 feet along the East and West ¼ line of said Section to the Point of Beginning; thence North 51 degrees 11 minutes 15 seconds East 277.02 feet; thence along the Southwesterly Right-of-Way line of Whitmore Lake Road Southeasterly 70.22 feet along the arc of a 2446.86 foot radius circular curve to the right through a central angle of 01 degrees 38 minutes 40 seconds having a chord which bears South 36 degrees 13 minutes 20 seconds East 70.22 feet; thence South 51 degrees 44 minutes 15 seconds West 126.51 feet; thence South 02 degrees 16 minutes 00 seconds East 25.33 feet; thence South 86 degrees 00 minutes 00 seconds West 161.06 feet along the East and West ¼ line of said Section to the Point of Beginning. Being a part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan.

COMMONLY KNOWN AS: 9545-9551 MAIN STREET, WHITMORE LAKE, MI 48189
TAX ID#: B-02-05-254-023

EXHIBIT "A"

LEGAL DESCRIPTION

The following described property located in the **Township** of **Northfield** , County of **Washtenaw**, State of **Michigan**:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

Commonly known as: **9545-9551 Main Street, Whitmore Lake, Michigan 48189**

Tax ID#: **B -02-05-254-023**

FILE# **34442**

Receipt# 16-21863 6338827
09/29/2016 Washtenaw Co. Michigan
Real Estate Transfer Tax
Tax Stamp # 431245
County Tax: $330.00 State Tax: $2,250.00

6338827 L: 5172 P: 187 D
Total Pages: 3 09/29/2016 03:51 PM
Lawrence Kestenbaum
Washtenaw County, Michigan

WARRANTY DEED
Statutory Form

KNOW ALL MEN BY THESE PRESENTS: That, Lentini Manor, LLC, BY: Loretta Lentine-Wilbur, Its: Member Grantor(s), whose address is 11553 North Shore Dr., Whitmore Lake, MI 48189

Conveys and Warrants to: Xavier Tato, a single person, Grantee(s), whose address is 1392 Maplewood Dr., Saline, MI 48176,

The following described premises situated in the **Township of Northfield, Washtenaw County, State of Michigan, to-wit:**

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

More commonly known as: 9545-9551 Main Street, Whitmore Lake, Michigan 48189
Parcel Id #: B -02-05-254-023

For the full consideration of $300,000.00

Subject to easements, restrictions and zoning ordinances of record, if any.

Dated **June 29, 2016**

Signed & Sealed

Loretta Lentine-Wilbur, Member
Lentini Manor, LLC,
BY: Loretta Lentine-Wilbur, Its: Member

STATE OF MICHIGAN)
)ss.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this June 29, 2016 by Lentini Manor, LLC, BY: Loretta Lentine-Wilbur, Its: Member

My commission expires:

ARTHUR STANLEY GRESSER
Notary Public - Michigan
Oakland County
My Commission Expires Jan 10, 2020
Acting in the County of Livingston

Arthur Stanley Gresser
Notary Public

File #: 34442

Drafted by: ~~Loretta Lentine-Wilbur~~ BY: Loretta Lentine-Wilbur, ~~Its: Member~~
11553 North Shore Dr., Whitmore Lake, MI
Return to:
JEAN L SMITH
Leading Edge Title Agency
37000 Grand River Ave, Farmington Hills, MI 48335

Ph: (248) 352-0022
Fax: (888) 391-4048

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 107812 DD

Date: Saturday, April 19th 2020

To: Northfield Township Planning Commission

From: Xavier Tato

Subject: 9545, 9547, 9549 & 9551 Main St, Whitmore Lake

I am writing this letter to inform the Northfield Township Board that I have permitted Green Guys Group inc. The approval to seek a site plan through Northfield township with regards to the above addresses. They will be purchasing the building once the final approvals come through for their proposed business. Any questions please feel free to contract me at your convenience.

Sincerely,

Xavier Tato

Xavier Tato

(586)383-9190

Xaviertato@yahoo.com

Application # _____

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW APPLICATION

PROJECT NAME: GREAT LAKES LOGISTICAL EXPERTS GROW FACILITY

PROJECT ADDRESS: 587 W. NORTHFIELD CHURCH RD. ANN ARBOR, MI 48105

Applicant Information:	**Owner Information:**
Name: GREAT LAKES LOGISTICAL EXPERTS	Name: JAMES & ANGELA AZAR
Address: P.O. BOX 701224 PLYMOUTH, MI 48170	Address: 2852 BARCLAY WAY ANN ARBOR, MI 48105
Phone: 517-230-1841	Phone: 734-834-6466
Email: JONBERI@AOL.COM	Email: A.SPELMAN@YAHOO.COM

If the applicant is not the property owner, then a statement from the owner **MUST** be attached authorizing the application.

Proof of ownership **OR** Statement if applicant is not owner is attached. ☒

If applicant is not the owner, describe applicant's interest in the property

LEASE HOLDER AS A TENANT

PROPERTY DESCRIPTION

Legal Description: ☐ Attached ☒ On Site Plan

Parcel ID(s): B-02-31-100-010

Description of Proposed Use:

CLASS A MEDICAL MARIJUANA CULTIVATION FACILITY

Total Acreage of Site: 20.26

Total Floor Area:

Existing:

Proposed: 9600 SQ FT.

Height of Structure(s) (in stories & feet):

1 STORY / 26'

Sanitary Facilities: ☐ Sewer ☒ Septic

Water: ☐ Municipal ☒ Private Well

Zoning Classification(s):

☐ RC ☒ AR ☐ LR ☐ SR1 ☐ SR2 ☐ MR ☐ VC ☐ LC ☐ GC ☐ ES ☐ HC ☐ GI ☐ LI ☐ Other _____

SITE PLAN REVIEW OPTIONS

Administrative Site Plan Review:

☐ Expansion or reduction of an existing, conforming structure less than 2,000 sq. ft. / 5% of floor area

☐ Additional parking, loading / unloading spaces and landscape improvements

Site Plan Review:

☒ New Construction

☐ Building Addition

Development Plan Review:

☐ Planned Unit Development

☐ Planned Residential Development

☐ Site Condominium Plan

Amendment to Approved Site Plan or Development Plan:

☒ Site Plan

☐ Development Plan

Site or Development Plan Review in conjunction with: ☐ Rezoning Request ☒ Special Land Use Request

Application # _____

AUTHORIZED SIGNATURE

I hereby state that all of the above statements and all of the accompanying information are true and correct.

Applicant's Signature: Ryan Smith Date: 4/27/2020

FOR OFFICE USE ONLY

Application Received Date:	**Planning Commission Received Date:**

Planning Commission Action: ☐ Approved Date: _____ ☐ Denied Date: _____

Expiration Date: _____

Fee Received: ☐ Cash ☐ Check #_____

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

CONDITIONAL USE APPLICATION FORM

PROJECT NAME: Treehouse Wellness Center

PROJECT ADDRESS: 9545-9551 North Main Street, Whitmore Lake, 48189

PARCEL ID(S):

DEVELOPMENT NAME:

Applicant Information:	**Owner Information:**
Name: Green Guys Group Inc.	Name: Xavier Tato
Address: 200 W 2nd PO Box 1094 Royal Oak 48068	Address: 1930 W. Stadium Blvd. Ann Arbor 48103
Phone: 810-599-8599	Phone: 586-383-9190
Email: matthewR@greenguysgroupinc.com	Email: Xaviertato@yahoo.com

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☒ **Non-Owner Affidavit Attached:** ☒

If applicant is not the owner, describe applicants interest in the property:

The applicant will be purchasing the building if approved

PROPERTY DESCRIPTION

Description of Proposed Use: Marijuana retail and provisioning sales

Conditional Use is Sought Under what section of the Northfield Township Zoning Ordinance: Section 36-340

Zoning Classification(s):

AR LR MR MHP SR1 SR2 LC HC GC LI GI RTM ES PUD PSC RC RO WLD- D W.L./N.T. Overlay OTHER:

AN APPLICATION FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

☒ Proof of Ownership

☒ Legal Description

☒ Scaled and accurate survey drawings, with existing buildings, drives, and improvements.

☒ A site plan, meeting the requirements of a preliminary site plan, as set forth in Section 64.03, herein.

AUTHORIZED SIGNATURE

I have read the attached provisions of the Northfield Zoning Ordinance in regards to Article 63.0, Conditional Use and understand a public hearing will be established within sixty-five (65) days of the filing date.

X _____ 4/30/2020
Applicant(s) Signature Date

Comments:

DETERMINATION

The Northfield Township Planning Commission has reviewed the particular circumstances of the above proposed use relative to Section 63.0 Conditional Uses; and **Approved / Disapproved** **same on** _____ **, 20** _____ **.**

Conditions imposed on the conditional use of the above described property are as follows: _____

BREACH OF SUCH CONDITIONS SHALL AUTOMATICALLY INVALIDATE THIS PERMIT.

_____ _____
Chair, Planning Commission **Date**

_____ _____
Secretary, Planning Commission **Date**

APPLICANT DETERMINATION AGREEMENT

I/We _____ applicant(s) for this Conditional Use permit hereby agree to comply with the above imposed conditions as specified by the Northfield Township Ordinance and the Planning Commission of Northfield Township.

_____ _____
Applicant Date

_____ _____
Applicant Date

RECEIVED
MAY 1 2020
NORTHFIELD TOWNSHIP

PAID
MAY 1 2020
NORTHFIELD TOWNSHIP TREASURER

April 30, 2020

Northfield Township Planning Commission
8350 Main Street
Whitmore Lake, MI 48189

Re: Treehouse Wellness Center Conditional Use

Dear Planning Commission Members:

For the Treehouse Wellness Center's Conditional Use Permit, we offer the following information:

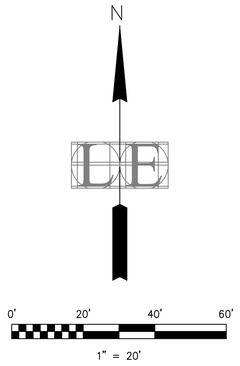
- Our proposed use is a marijuana retail and provisioning center, where we will dispense merchandise to both medical card holders and recreational users.
- This will be a retail business, in accordance with the objectives and regulations of the zoning ordinance, and harmonious with the WLD-DD zoning district.
- Our proposed improvement of a complete facade renovation and new hardscape in the right of way will be compatible with the context of the downtown setting and future land uses in the vicinity. As part of our improvements, we are also proposing to include new landscaping, benches, trash containers and a bike rack, which are called for in the Downtown Strategic Action Plan.
- Our site can be adaptable to the future master plan as outlined in the Downtown Strategic Action Plan by possibly creating a pedestrian route from the public parking lot off Baker Street to our parking lot.
- We will not need any special considerations from public facilities or disposal.
- The proposed facility will not pose any detriment, hazard or other disturbance to the existing or future uses, persons, property or public welfare. We will have security guards on site during all business hours.
- The use of this facility will be similar to the uses of previously occupants of the building. As a result, we do not anticipate any additional strain on the Township's public facilities or economic welfare.
- This use is compatible with the Township's adopted general development plan.

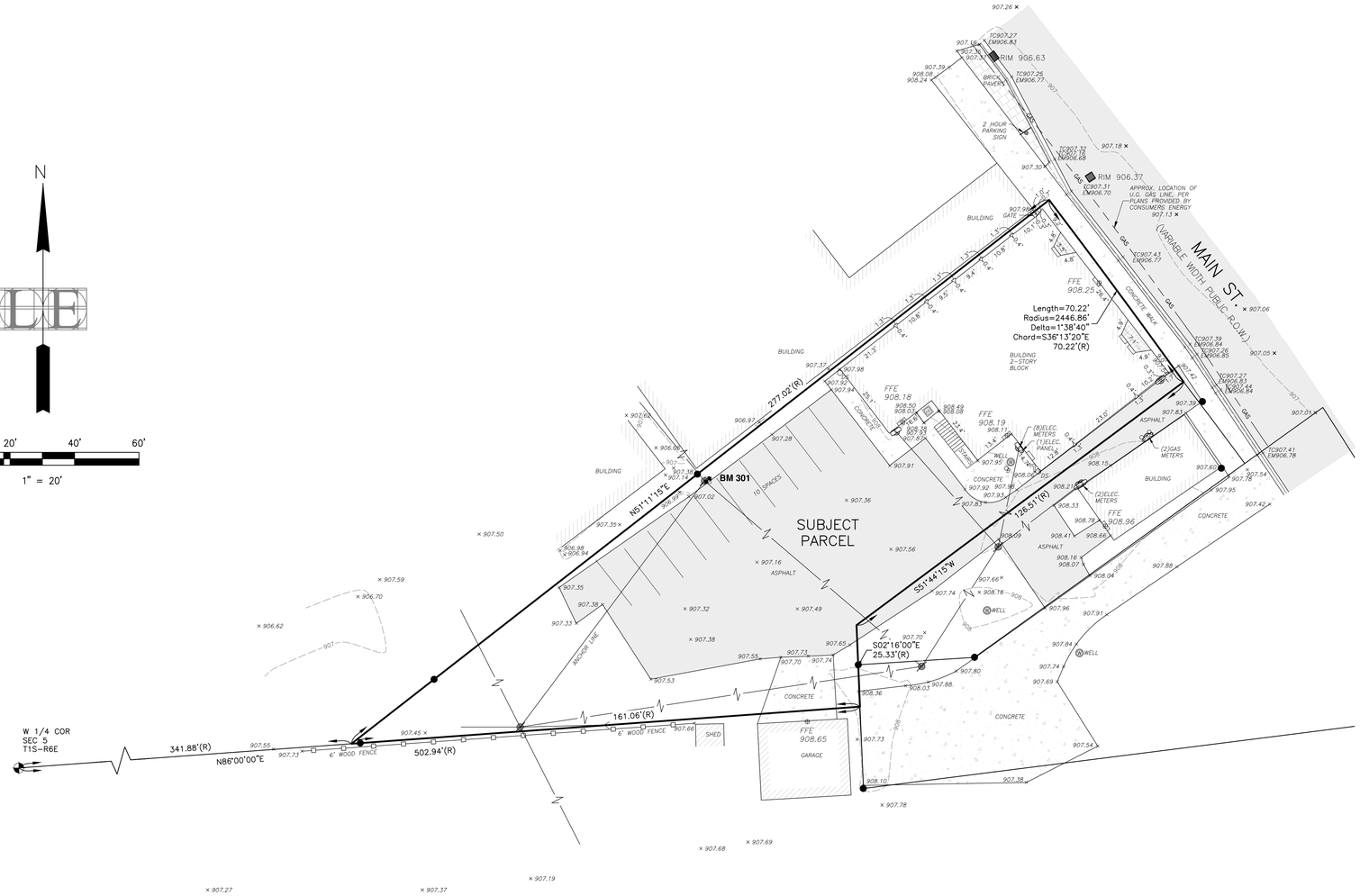
If you have any questions please give me a call at (810-599-8599), or contact our architect, Michael O'Leary at 810-227-5668.

Sincerely,

Matthew Ritz, Managing Partner
Green Guys Group Inc.

ARCHITECTURAL SURVEY OF
9545, 9549 & 9551 MAIN STREET





LEGAL DESCRIPTION (Per Title Commitment provided by Stewart Title Guaranty Company, Commitment No. LIB124496, 8-30-2019 @ 8:00 a.m)

Commencing at the West 1/4 corner of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, thence North 86 degrees 00 minutes 00 seconds East 341.88 feet along the East and West 1/4 line of said Section to the Point of Beginning; thence North 51 degrees 11 minutes 15 seconds East 277.02 feet; thence along the Southwesterly Right-of-Way line of Whitmore Lake Road Southeasterly 70.22 feet along the arc of a 2446.86 foot radius circular curve to the right through a central angle of 01 degrees 38 minutes 40 seconds having a chord which bears South 36 degrees 13 minutes 20 seconds East 70.22 feet; thence South 51 degrees 44 minutes 15 seconds West 126.51 feet; thence South 02 degrees 16 minutes 00 seconds East 25.33 feet; thence South 86 degrees 00 minutes 00 seconds West 161.06 feet along the East and West 1/4 line of said Section to the Point of Beginning. Being a part of the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan.

BENCHMARK #300
BOX CUT IN THE E. SIDE OF SIGNAL POLE
CONCRETE BASE AT THE SW. CORNER OF MAIN ST. AND BARKER RD.
INTERSECTION
ELEVATION= 908.44

BENCHMARK #301
BENCHTIE IN THE SE. SIDE OF A UTILITY POLE
ELEVATION= 908.10

NOTE:

NO BOUNDARY SURVEY WAS PERFORMED. BOUNDARY LINES ARE APPROXIMATE, BASED ON FIELD OBSERVATION OF OCCUPATION LINES.

NOTE:
TOPOGRAPHIC SURVEY DONE BY LIVINGSTON ENGINEERING ON FEBRUARY 17, 2020.

LEGEND

- GAS METER
- ELECTRIC METER
- DOWN SPOUT
- CATCH BASIN SQUARE
- CATCH BASIN IN CURB
- DOMESTIC WATER WELL
- SPIGOT
- AIR CONDITIONING UNIT
- UTILITY POLE
- SIGN
- BOLLARD
- FINISHED FLOOR
- FOUND IRON ROD
- SECTION CORNER
- BENCHMARK
- EXISTING OVERHEAD UTILITY LINE

©2020

LIVINGSTON ENGINEERING
CIVIL ENGINEERING SURVEYING PLANNING
3300 S. OLD U.S. 23 BRIGHTON, MI 48114
PHONE: (810) 225-7100 FAX: (810) 225-7699
www.livingstoneng.com

Client
RITZ

ARCHITECTURAL SURVEY
9545, 9549 & 9551 MAIN STREET
WHITMORE LAKE, MICHIGAN

DATE	REVISIONS

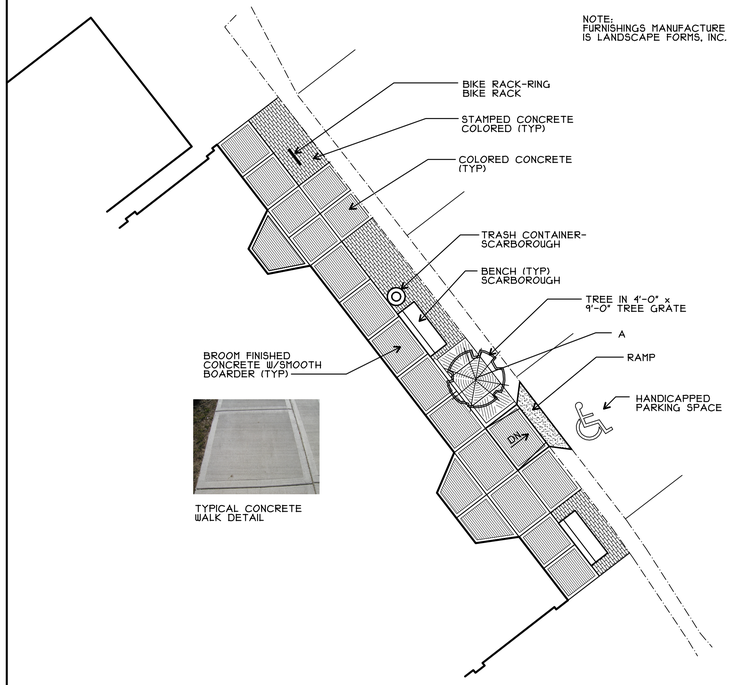
Drawn: N. LEMONS
Checked:
Approved:
Date: 2020-02-24

Job. no. 20126
Scale: Vertical: ____ Horizontal: 1" = 20'

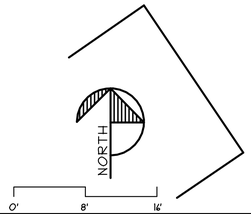
1 of 1

FILE: C:\Users\User\Dropbox (Liveng)\Projects\2020\20126 Ritz Main St Northfield Twp\03 DWGS\East Cond\20126ET.dwg

NOTE:
FURNISHINGS MANUFACTURE IS LANDSCAPE FORMS, INC.

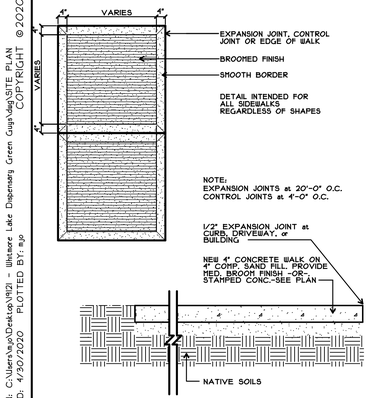


TYPICAL CONCRETE WALK DETAIL



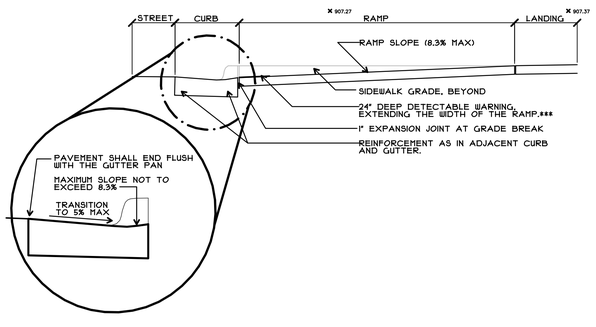
ENLARGED R.O.W. PLAN

SCALE: 1/8" = 1'-0"



SIDEWALK DETAIL

NO SCALE



CURB/RAMP DETAIL

NO SCALE

BENCHMARK #300
BOX CUT IN THE E. SIDE OF SIGNAL POLE CONCRETE BASE AT THE SW. CORNER OF MAIN ST. AND BARKER RD. INTERSECTION
ELEVATION= 908.44

BENCHMARK #301
BENCHTIE IN THE SE. SIDE OF A UTILITY POLE
ELEVATION= 908.10

LOCATION MAP

LANDSCAPE SCHEDULE

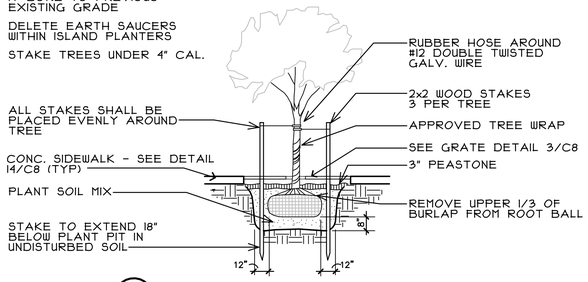
MK	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARK
A	01	GREENSPIRE LITTLE LEAF	TILIA CORDATA "GREENSPIRE"	3" CAL	B&B	

01 TOTAL ITEMS

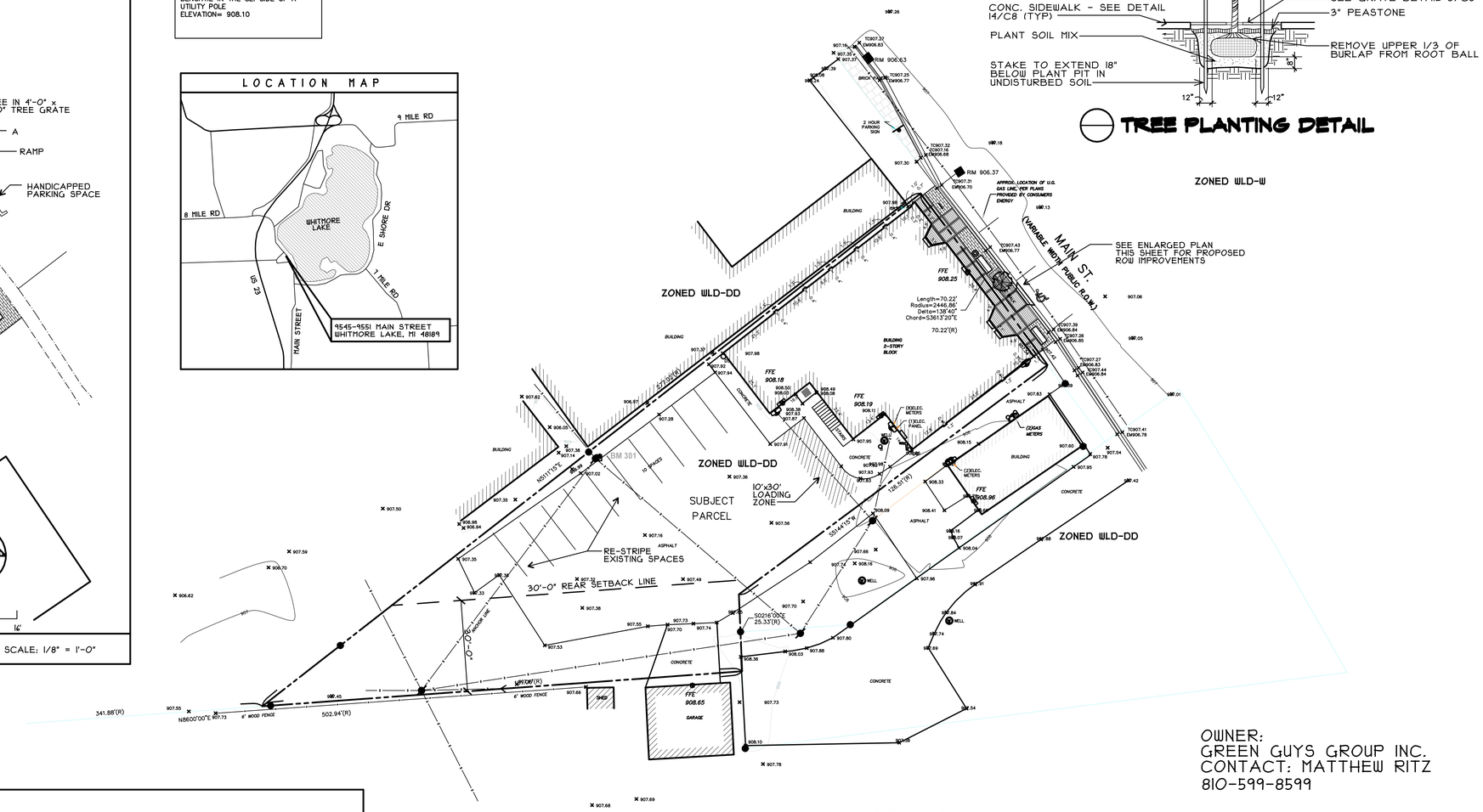
NOTE:
TREE SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AFTER SETTLING AS IT BORE TO PREVIOUS EXISTING GRADE

DELETE EARTH SAUCERS WITHIN ISLAND PLANTERS

STAKE TREES UNDER 4" CAL.



TREE PLANTING DETAIL



SITE PLAN

SCALE: 1" = 20'-0"

DRAWING INDEX

01 - EXISTING SURVEY
C1.1 - PROPOSED SITE PLAN
A-1 - FLOOR PLANS
A-2 - EXTERIOR ELEVATIONS

OWNER:
GREEN GUYS GROUP INC.
CONTACT: MATTHEW RITZ
810-599-8599

ZONING NOTES:

PARKING NOT REQUIRED IN "WLD"

THIS FACILITY WILL USE CURB CART FOR TRASH PICKUP



LINETYPE LEGEND
PROPERTY LINE
NEW CONSTRUCTION
EXISTING CONST. TO REMAIN
EXISTING CONST. TO BE REMOVED
SCREEN FENCE
EXISTING ELECTRICAL
EXISTING TELEPHONE
WATER LINE
SANITARY SEWER
STORM SEWER
EXISTING GAS LINE

NORTH

Lindhout Associates architects aia pc
10465 citation drive, brighton, michigan 48116-9510
www.lindhout.com (810)227-5668 fax:(810)227-5855

consultant

		SITE PLAN APPROVAL TOWNSHIP REVIEW
		issued for
		4-30-2020
		2-21-2020
		date
dr:	MJO	
ck'd:	xxx	
app'd:	xxx	

REMODELING PROJECT for:
THE GREEN GUYS, INC.
WHITMORE LAKE, MICHIGAN
SITE PLAN

C1.1

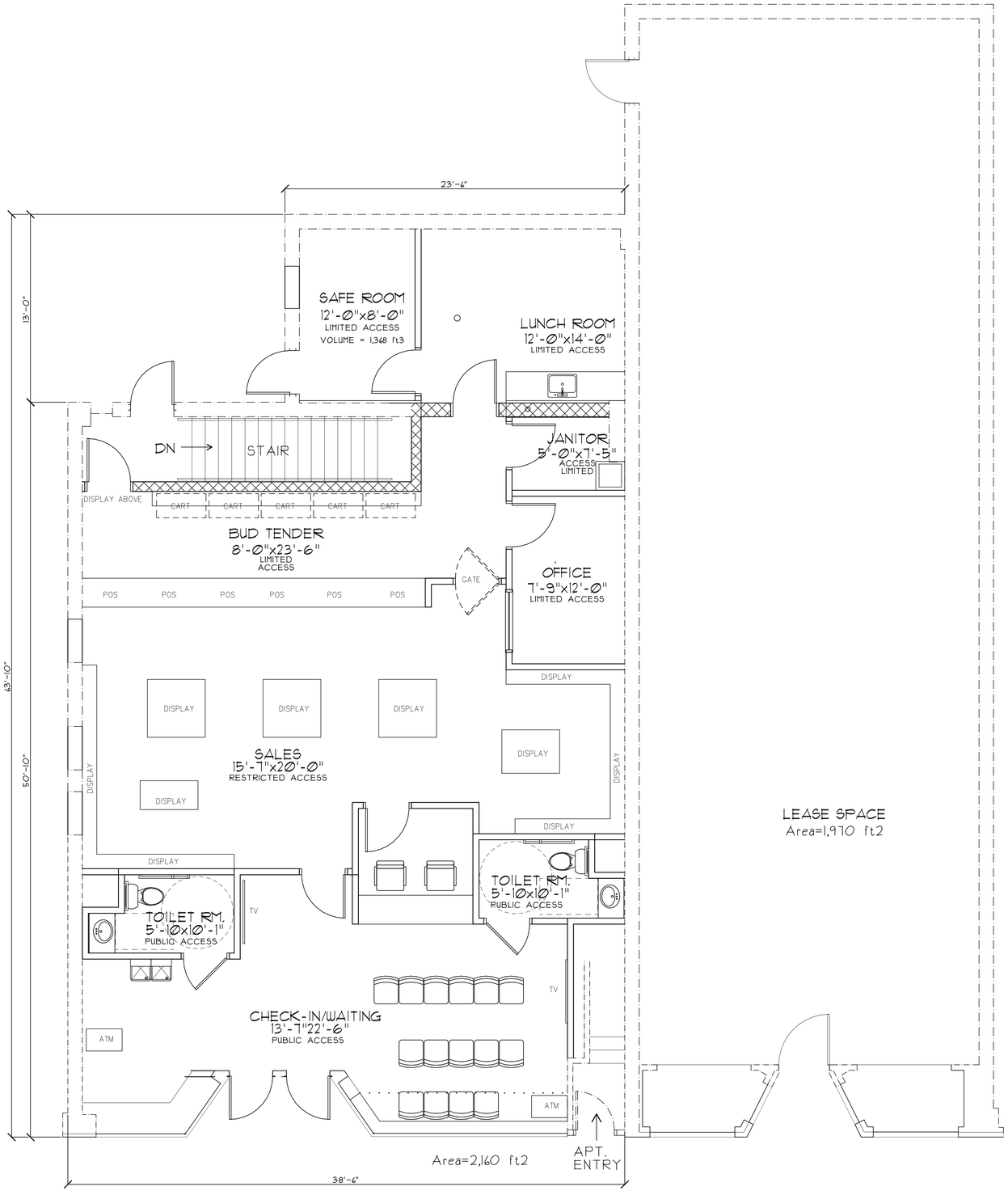
19121

LINDHOUT ASSOCIATES architects aia pc
FILE LOCATION: C:\Users\kap\Desktop\1921 - Whitmore Lake Dispensary Green Guys\dwg\SITE PLAN
DATE PLOTTED: 4/30/2020 PLOTTED BY: kap
COPYRIGHT @ 2020

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FILE LOCATION: C:\Users\Mick\Downloads\N_PLAN_4
DATE PLOTTED: 4/30/2020 PLOTTED BY: Mick



PROPOSED FIRST FLOOR PLAN

0' 4' 8'

SCALE: 1/4" = 1'-0"

LINE LEGEND

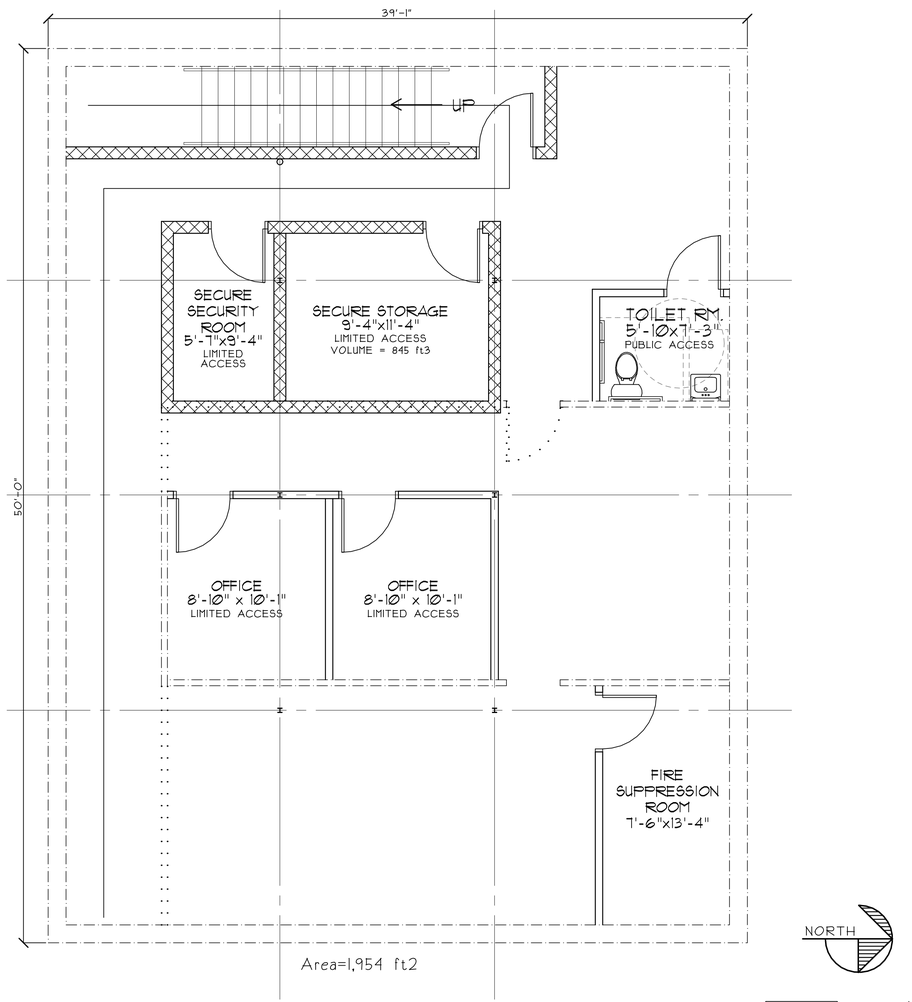
- NEW CONSTRUCTION
- EXISTING TO REMAIN
- HIDDEN WORK
- EXISTING TO BE REMOVED

OWNER: GREEN GUYS, INC.
PROPERTY ADDRESS:
9545-9551 MAIN STREET
WHITMORE LAKE, MI
48189
810-599-8599

THERE WILL BE NO HAZARDOUS MATERIALS STORED ON SITE

THERE WILL BE NO DAILY USAGE ON SITE

USE: MARIJUANA RETAIL & PROVISIONING SALES



PROPOSED BASEMENT FLOOR PLAN

0' 4' 8'

SCALE: 1/4" = 1'-0"

Lindhout Associates architects aia pc
10465 citation drive, brighton, michigan 48116-9510
www.lindhout.com (810)227-5668 fax.(810)227-5855

consultant

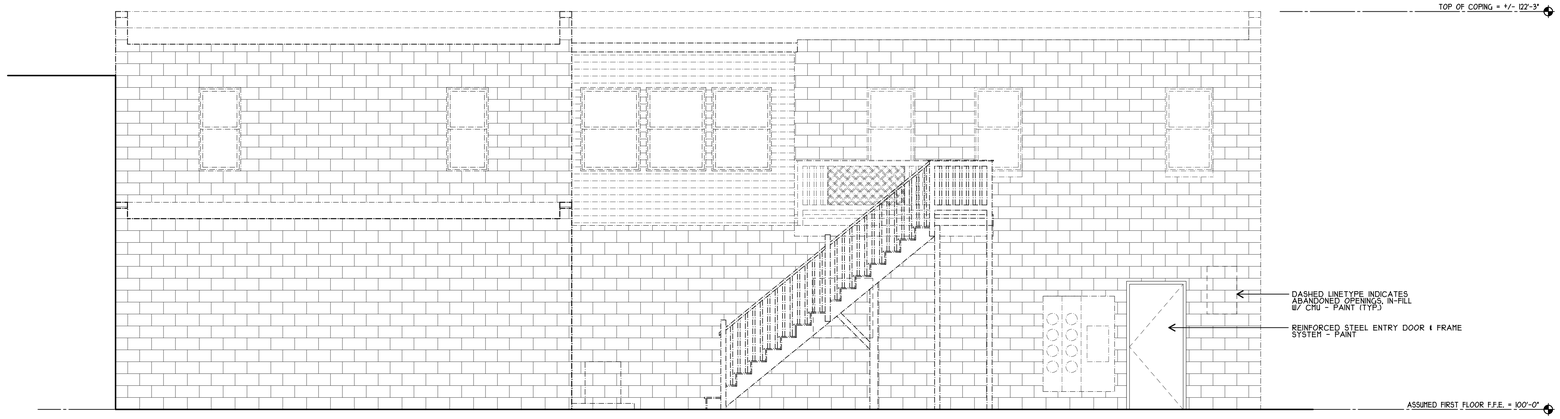
dr:	mjp	SITE PLAN APPROVAL
ck'd:	XXX	OWNER REVIEW
app'd:	XXX	TOWNSHIP REVIEW
		issued for
		4-30-2020
		4-21-2020
		04-14-2020
		date

REMODELING PROJECT for:
THE GREEN GUYS, INC.
WHITMORE LAKE, MICHIGAN
FLOOR PLAN

A-1

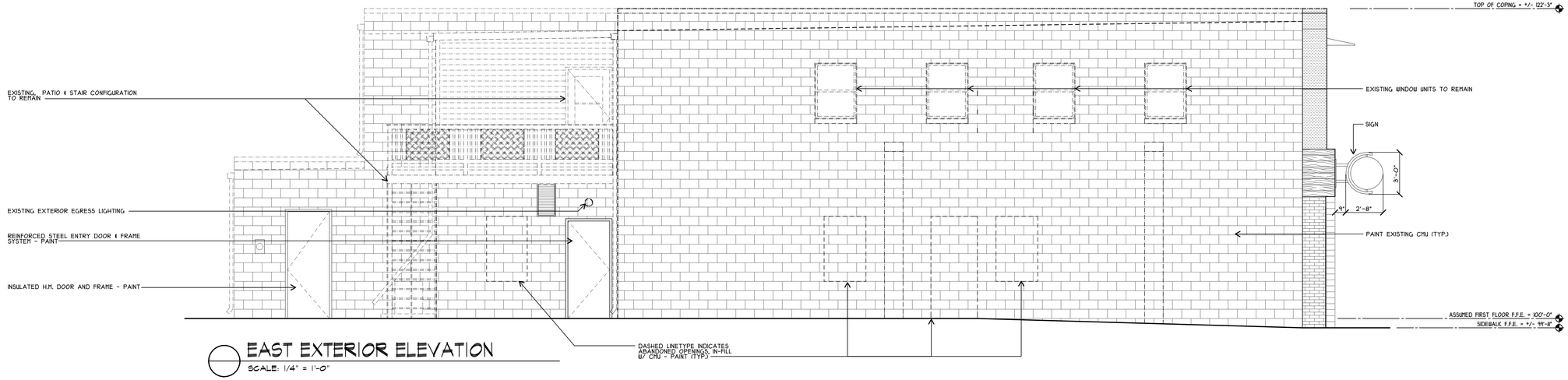
19121

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LINDHOUT ASSOCIATES architects aia pc
COPYRIGHT ©2019
PLOTTED BY: kd
DATE PLOTTED: 4/30/2020



SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

LINE LEGEND
- NEW CONSTRUCTION
- EXISTING TO REMAIN
- HIDDEN WORK
- EXISTING TO BE REMOVED



EAST EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



NORTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR ELEVATIONS
0' 4' 8' 12' SCALE: 1/4" = 1'-0"

Lindhout Associates architects aia pc
10465 citation drive, brighton, michigan 48116-9510
www.lindhout.com (810)227-5668 fax:(810)227-5835

consultant

dr:	mjp	04-30-2020
ck'd:	XXX	date
app'd:	XXX	issued for

SITE PLAN APPROVAL

REMODELING PROJECT for:
THE GREEN GUYS, INC.
WHITMORE LAKE, MICHIGAN

PROPOSED EXT. ELEVS.

A-2

19121



Lindhout Associates
architects aia pc



Lindhout Associates
architects aia pc

April 30, 2020

Northfield Township Planning Commission
8350 Main Street
Whitmore Lake, MI 48189

Re: Treehouse Wellness Center Conditional Use

Dear Planning Commission Members:

For the Treehouse Wellness Center's Conditional Use Permit, we offer the following information:

- Our proposed use is a marijuana retail and provisioning center, where we will dispense merchandise to both medical card holders and recreational users.
- This will be a retail business, in accordance with the objectives and regulations of the zoning ordinance, and harmonious with the WLD-DD zoning district.
- Our proposed improvement of a complete facade renovation and new hardscape in the right of way will be compatible with the context of the downtown setting and future land uses in the vicinity. As part of our improvements, we are also proposing to include new landscaping, benches, trash containers and a bike rack, which are called for in the Downtown Strategic Action Plan.
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- We will not need any special considerations from public facilities or disposal.
- The proposed facility will not pose any detriment, hazard or other disturbance to the existing or future uses, persons, property or public welfare. We will have security guards on site during all business hours.
- The use of this facility will be similar to the uses of previously occupants of the building. As a result, we do not anticipate any additional strain on the Township's public facilities or economic welfare.
- This use is compatible with the Township's adopted general development plan.

If you have any questions please give me a call at (810-599-8599), or contact our architect, Michael O'Leary at 810-227-5668.

Sincerely,

Matthew Ritz, Managing Partner
Green Guys Group Inc.

Receipt# 16-21863 6338827
09/29/2016 Washtenaw Co, Michigan
Real Estate Transfer Tax
Tax Stamp # 431246
County Tax: $330.00 State Tax: $2,250.00

6338827 L: 5172 P: 187 D
Total Pages: 3 09/29/2016 03:51 PM
Lawrence Kestenbaum
Washtenaw County, Michigan

WARRANTY DEED
Statutory Form

KNOW ALL MEN BY THESE PRESENTS: That, Lentini Manor, LLC, BY: Loretta Lentine-Wilbur, Its: Member Grantor(s), whose address is 11553 North Shore Dr., Whitmore Lake, MI 48189

Conveys and Warrants to: Xavier Tato, a single person, Grantee(s), whose address is 1392 Maplewood Dr., Saline, MI 48176,

The following described premises situated in the **Township of Northfield, Washtenaw County, State of Michigan, to-wit:**

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

More commonly known as: 9545-9551 Main Street, Whitmore Lake, Michigan 48189
Parcel Id #: B -02-05-254-023

For the full consideration of $300,000.00

Subject to easements, restrictions and zoning ordinances of record, if any.

Dated **June 29, 2016**

Signed & Sealed

Loretta Lentine-Wilbur, Member
Lentini Manor, LLC,
BY: Loretta Lentine-Wilbur, Its: Member

STATE OF MICHIGAN)
)ss.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this June 29, 2016 by Lentini Manor, LLC, BY: Loretta Lentine-Wilbur, Its: Member

My commission expires:

ARTHUR STANLEY GRESSER
Notary Public - Michigan
Oakland County
My Commission Expires Jan 10, 2020
Acting in the County of Livingston

Arthur Stanley Gresser
Notary Public

File #: 34442

Drafted by: Loretta Lentine-Wilbur, Its: Member
11553 North Shore Dr., Whitmore Lake, MI
Return to:
JEAN L SMITH
Leading Edge Title Agency
37000 Grand River Ave, Farmington Hills, MI 48335

Ph: (248) 352-0022
Fax: (888) 391-4048

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 107812 DD

EXHIBIT "A"

LEGAL DESCRIPTION

The following described property located in the **Township** of **Northfield** , County of **Washtenaw**, State of **Michigan**:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

Commonly known as: **9545-9551 Main Street, Whitmore Lake, Michigan 48189**

Tax ID#: **B -02-05-254-023**

FILE# **34442**

First American Title™	Commitment for Title Insurance ISSUED BY **First American Title Insurance Company**
Schedule A	**34442**

File No.: **34442**

1. Commitment Date: **05/24/2016**

EXHIBIT A LEGAL DESCRIPTION

The following property located in the Township of Northfield, County of Washtenaw, State of Michigan

Commencing at the West ¼ corner of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, thence North 86 degrees 00 minutes 00 seconds East 341.88 feet along the East and West ¼ line of said Section to the Point of Beginning; thence North 51 degrees 11 minutes 15 seconds East 277.02 feet; thence along the Southwesterly Right-of-Way line of Whitmore Lake Road Southeasterly 70.22 feet along the arc of a 2446.86 foot radius circular curve to the right through a central angle of 01 degrees 38 minutes 40 seconds having a chord which bears South 36 degrees 13 minutes 20 seconds East 70.22 feet; thence South 51 degrees 44 minutes 15 seconds West 126.51 feet; thence South 02 degrees 16 minutes 00 seconds East 25.33 feet; thence South 86 degrees 00 minutes 00 seconds West 161.06 feet along the East and West ¼ line of said Section to the Point of Beginning. Being a part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan.

COMMONLY KNOWN AS: 9545-9551 MAIN STREET, WHITMORE LAKE, MI 48189
TAX ID#: B-02-05-254-023

Date: Saturday, April 19th 2020

To: Northfield Township Planning Commission

From: Xavier Tato

Subject: 9545, 9547, 9549 & 9551 Main St, Whitmore Lake

I am writing this letter to inform the Northfield Township Board that I have permitted Green Guys Group inc. The approval to seek a site plan through Northfield township with regards to the above addresses. They will be purchasing the building once the final approvals come through for their proposed business. Any questions please feel free to contract me at your convenience.

Sincerely,

Xavier Tato

Xavier Tato

(586)383-9190

Xaviertato@yahoo.com

MCKENNA

June 16, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Treehouse Wellness Center/9545, 9549, and 9551 North Main Street; Site Plan Review #1, Plan Dated February, 2020 and received by Northfield Township May 7, 2020.**

Dear Planning Commission:

We have reviewed the above referenced site plan and conditional use approval application submitted by Green Guys Group Inc. to operate a proposed Adult Use Retail Center and Marihuana Provisioning Center at 9545, 9549, and 9551 North Main St. on the 0.36 acre site. The applicant proposes to operate the Adult Use Retail Center and Marihuana Provisioning Center within the existing structure, that comprises the three referenced addresses, located in the WLD-DD (Whitmore Lake Downtown) District. The applicant will be renovating the interior and exterior of the existing building and will not be adding any additions. Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional Uses in the WLD-D. Marihuana facilities in Northfield Township are a conditional use and are addressed in a separate letter.

ZONING AND USE

As stated above, Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional uses in the WLD-D District. The facility requires Planning Commission approval under the provisions of Section 36-864(c)(1).

COMMENTS

We have reviewed the site plan submitted for compliance with the Township's Zoning Ordinance standards and sound planning and design principles, and we offer the following comments for your consideration (items requiring correction or additional information are underlined):

1. **Lot Dimensions.** There is no minimum lot size requirement in the WLD-DD district.

2. **Setbacks.** The proposed site includes a plan details a 30-foot rear yard setback but does not include front or side yard setbacks.

CATEGORY	REQUIRED	PROPOSED
Lot Coverage	N/A	N/A
Building Height	45' max.	22'
Front Setback	10'	Existing building at sidewalk
Side Setback (north)	N/A	N/A
Side Setback (south)	N/A	N/A
Rear Setback	30'	30'

3. **Pedestrian Circulation.** The site has a public sidewalk along Main St., providing adequate pedestrian circulation. The applicant also proposes to introduce a new hardscape along the R-O-W, with bicycle parking that is compatible with the downtown setting of the area. New bicycle facilities will also aide in ease of non-motorized transportation along Main St. We find the proposed refreshment of the streetscape to be a welcomed improvement however, we recommend Planning Commission require the stamped concrete area be replaced with a material that matches or improves the existing brick areas in the Main Street sidewalk, or match the Downtown Strategic Plan. Additionally, the applicant has proposed a Scarborough bench, ring bike rack, and Scarborough waste receptacle, as recommended in the Downtown Strategic Plan.

4. **Vehicular circulation.** Sheet C1.1 details re-striping of existing parking spaces in the rear of the facility, on the southwest portion of the site.

   Ingress and egress locations will not change on the site. There is one existing access drive via Main St. on the side of the building, that flows to parking in the rear of the structure.

5. **Parking.** The Zoning Ordinance does not require parking for sites in the WLD-D district. The existing parking lot includes ten (10) parking spaces in the rear, and additional on-street parking spaces including one (1) barrier free space along the front of the structure. A 10' x 30' loading zone is also located in the rear of the structure. No parking space or drive aisle dimensions are included within the site plan. Please include parking space and maneuvering aisle dimensions on a revised site plan. Further, the applicant has indicated a willingness to grant an easement to the Township to provide public access to the 75 Barker site. Creating additional circulation and public parking in the Downtown is a significant step to implementing this aspect of the Downtown Strategic Plan. The easement must be drawn on the site plan and the easement description must be submitted for Township review and approval.

   b. Landscaping. No existing vegetation is proposed to be removed. A total of one (1) tree is proposed to be planted on the site, located in the front of the structure. The purpose of parking lot landscaping required by Section 36-722(m) is to promote the following:

   1) Divide and break up the expanse of pavement.
   2) Define parking areas.
   3) Designate areas for vehicular circulation.
   4) Separate parking lots from streets and off-street parking.

   The existing parking lot in the rear is shown as remaining to be used for the proposed business. The parking lot for the structure abuts single-family homes along Margaret St., with expansive pavement and little screening provided. Per Section 36-722 (a) landscaping must be provided to buffer incompatible land uses. Landscaping may include plant materials such as trees, shrubs, ground covers, perennial and annual plants, landscape elements, such as rocks, water features, fences, walls, decorative landscape paving materials, and site lighting; and site furnishings such as benches, drinking fountains, trash receptacles, and planters. The site plan has not provided sufficient variety of vegetation to meet these goals. Please include additional landscaping per Section 36.722 on a revised site plan. While we recognize that this is an existing lot that is not worsened by the proposal, we recommend parking lot landscaping be incorporated, particularly to help screen headlights and improve aesthetics around the exterior of the lot.

6. **Lighting.** Within the Zoning Ordinance, Section 36. 728 Exterior Lighting Standards (b) states the site plan must include the location, type, and height of all exterior lighting fixtures, as well as a legend detailing the type of fixtures to be implemented.

   A photometric plan is not included within the site plan. Please include the location, type, and height of all existing and proposed exterior lighting fixtures.

7. **Signage.** Sheet A-2 shows a 6' x 2' proposed wall sign, with text to be determined, on the north elevation of the building facing Main St. above street number 9545. Additionally, two projecting signs are shown on the north exterior elevation, with size and design to be determined.

   Article 26 of the Zoning Ordinance includes all of the requirements for the number, height, area, and placement of signs. Please provide size and design of projecting signs. Signs can be approved administratively after site plan approval.

8. **Architecture.** A color render of the proposed repurposing of the exterior of the building is included as an attachment to the site plan. The two-story, existing brick building is shown as being repurposed with medium-grey color brick veneer, dark brown wood accents, and large storefront windows on the north exterior elevation. Two (2) benches, depicted with the same dark brown wood accent material, are shown on the north elevation along Main St.

   The south and east exterior elevations each show one (1) proposed insulated and painted metal door and frame. The existing patio and stair configurations and window units are to remain.

9. **Departments and Agency Review.** The applicant shall respond to any concerns raised by the fire chief, engineer, and County, upon review of this site plan application. We defer to the Township Engineer on utility and stormwater review.

RECOMMENDATION

At this time, the site plan is not in substantive conformance with the Zoning Ordinance. We recommend that the applicant provide a revised site plan with the following conditions addressed prior to approval:

1. Any issues identified by other reviewers are addressed and no substantial revisions to plan layout are required by engineering review.
2. Please include parking space and maneuvering aisle dimensions on a revised site plan.
3. Please note the easement location as well as provide an easement description.
4. The site plan has not provided sufficient variety of vegetation to meet these goals. Please include additional landscaping per Section 36.722 on a revised site plan.
5. A photometric plan is not included within the site plan. Please include the location, type, and height of all existing and proposed exterior lighting fixtures
6. Please provide size and design of projecting signs. Signs can be approved administratively after site plan approval.

We look forward to reviewing these findings with you. If you have any questions about this report or require additional information, please contact us.

Respectfully submitted,

MCKENNA

Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

MCKENNA

June 16, 2020

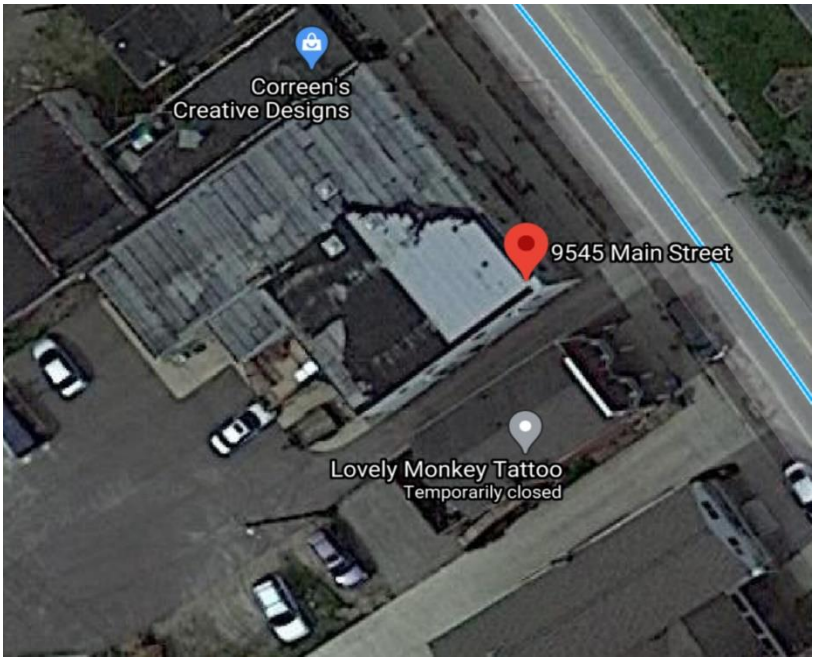
Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Conditional Use Review #1; Treehouse Wellness Center/9545, 9459, and 9551 North Main Street; Plan Dated February 20 and received by Northfield Township May 7, 2020**

Dear Planning Commissioners:

We have reviewed the proposed application for conditional use approval submitted by Green Guys Group Inc. for an Adult Use and Marihuana Provisioning Center to be located at 9545, 9459, and 9551 North Main Street. The site is approximately 0.36 acres and zoned WLD-DD District. The existing building comprises the three (3) referenced addresses and will be repurposed and used for provisioning. Our review of the site plan is in a separate letter.

Site Photo: 9545, 9459, and 9551 North Main Street (Source: Google Maps 2018; site boundary is approximate)



DETROIT
28 West Adams Street
Suite 1000
Detroit, Michigan 48226

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MCKA.COM

CONDITIONAL USE COMMENTS

Conditional use approval of a marihuana facility is subject to the general discretionary standards in Section 36-838 applicable to all conditional uses. Our comments are provided below:

A. **Section 36-838. General Conditional Use Approval Requirements.** For conditional use approval to be granted, the Planning Commission and Township Board must find that the proposed use satisfies the following general criteria:

1. ***Will be harmonious with and in accordance with the general objectives, intent and purpose of this chapter.*** The applicant's application includes a description of the use. The use does fit in with the intent of WLD-DD Zoning District. The stated purpose of the WLD-D zoning district is intended to promote a unified vision for transforming the historic commercial core of the Whitmore Lake Community focused on mixed-use development, increased land use intensity, and improved public amenities that is oriented as much to the needs of the pedestrian as to those of the automobile. Repurposing of this two (2) story building for marihuana related businesses on the first floor, and differing uses on the second floor, is in line with the encouragement of mixed use within the Downtown area.

2. ***Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*** The applicant has proposed plans to update and repurpose the exterior façade of the existing building. The attached color renders depict a modern update to the existing building, that will enhance the character of the existing physical environment. Two benches and bicycle parking contribute to the existing building's improvement.

3. ***Will be compatible with the natural environment and existing and future uses in the vicinity.*** The site is bordered by Main St and zoned WLD-D. To the front and back of the site are single-family homes that are zoned WLD-W, and border Whitmore Lake. Most other sites surrounding the proposed facility are commercial, professional, and service uses. Reuse of the existing building is compatible with the natural environment.

   However, at this time, the applicant has not proposed adequate addition of parking lot vegetation on the site. The applicant must revise the site plan to include adequate vegetation on the site in order to be compatible with the natural environment of the area, and to buffer the site from the single-family homes to the rear.

4. ***Will be compatible with the Township land use development plan.*** The Township Future Land Use plan details the site and surrounding area as VC, Village Center, a district that promotes mixed-use. This two story building, proposed to have marihuana facilities on the first floor, and residential use on the second floor, will add to the area's plan for promotion of mixed-use structures.

5. ***Will be or can be served adequately by essential public facilities and services.*** The site has access to Main St., a paved rural major collector road. Collector roads are intended to funnel traffic to arterial roads, like US-23. *The applicant is willing to provide an easement to connect to public parking and increase vehicle circulation in the downtown area, this would help to implement the Downtown Strategic Plan.* The existing site is served by public facilities and has access to emergency services. No modifications to such essential public facilities and services will be necessary. Details of utility access will be addressed by the Township engineer during site plan review.

6. ***Will not be hazardous or disturbing to existing or future neighboring uses.*** The proposed use must follow State and Township regulations for odor mitigation and must not result in any pollution or other environmental impacts to neighboring uses. We did not find information on air scrubbing in the packet of materials. Additionally, distance requirements for adult-use facilities appear to have been met.

7. ***Will not create excessive additional requirements at public cost for public facilities and services.*** The proposed use should not create excessive additional requirements at public cost for public facilities and services. The reuse of the existing building allows public facilities and services to continue to serve this facility as they were for the previous use. Security measures required by the State of Michigan, as well as the Township, are the applicant's responsibility.

B. Standards for Marihuana Establishments and Facilities

1. ***Marihuana related activities shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, Marihuana facilities Licensing Act, the Marihuana Tracking Act, the Michigan Regulation and Taxation of Marihuana Act and all State of Michigan regulations for the transfer of marihuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.*** This standard appears to be met by the proposal. We recommend a note stating compliance with this standard be added to the site plan.

2. ***All marihuana establishments and facilities shall submit a Zoning Compliance Application, shall obtain structural, electrical, plumbing, and mechanical permits and inspections to meet current state construction codes, and shall obtain a Certificate of Occupancy prior to any operation or occupancy of said establishment or facility.*** We recommend a note stating compliance with this standard be added to the site plan.

3. ***Site plan approval and conditional use approval shall be required for all marihuana establishments and facilities.*** *We recommend that Board approval of the conditional use be a condition of site plan approval.*

4. ***The applicant location shall meet all applicable written and duly promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the Medical/Recreational Marihuana Licensing Board and obtain a Certificate of Occupancy.*** We recommend a note stating compliance with this standard be added to the site plan.

5. ***The establishment or facility location shall conform to all standards of the zoning district in which it is located.*** This standard appears to be met by the proposal.

6. ***Establishments and facilities are not permitted within a 500-foot radius of any primary, intermediate or secondary school measured by the shortest possible line from the property edges.*** This standard appears to be met by the proposal.

7. ***The minimum distance from other marihuana facilities and establishments is 1,000 feet. Colocation of use classes on one site is permitted when consistent with State standards and all uses are permitted in the zoning district.*** There are other sites proposed withing 1,000 ft. We recommend Planning Commission and the Board consider each site independently, review the materials submitted by the applicant for the Conditional Use Application, review the Township Administration MFVLDA and Supplemental Scoring Evaluation, and determine if the Treehouse Wellness Application should receive precedence for a Marihuana Facility permit.

8. ***In the AR district, the minimum lot size for Recreational Class B growers shall be 10 acres. In the AR district the minimum lot size for Medical Class A, and Recreational Class A growers shall be 5 acres.*** This Standard is not applicable to this site.

9. ***Hours of operation permitted for retail, provisioning centers, and microbusinesses: Monday – Saturday: 9:00 a.m. – 9:00 p.m.; Sunday: 10:00 a.m. – 6:00 p.m.*** We recommend a note stating compliance with this standard be added to the site plan.

10. ***All activity related to the marihuana establishment or facility shall be done indoors.*** Sheet A-1 details a note stating that there will be no daily usage on site, and no hazardous materials stored on site. We recommend a note stating compliance with this standard be added to the site plan.

11. ***All establishments and facilities must ensure that any water emanating from the establishment or facility meets or exceeds all applicable state and local environmental standards.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

12. ***No required water supply and sanitary sewerage facilities shall be erected, altered, or moved upon a lot or premises and used in whole or in part for a marihuana facility unless it shall be provided with a safe, sanitary and potable water supply and with a safe and effective means of collection, treatment, and disposal of human excreta and domestic, commercial, and industrial waste. All such installations and facilities shall conform to the minimum requirements Washtenaw County, and any applicable statutes, ordinances, or regulations.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

13. ***Security cameras shall be installed and maintained. Security Cameras, which include recordings and all recordkeeping, shall comply with all State requirements. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. A security plan shall be provided and approved by the Public***

Safety Director. We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Director of Public Safety.

14. ***Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.*** The site plan does not include locations or type of lighting, nor a photometric plan. This should be added to a revised site plan.

15. ***Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.*** We recommend a note stating compliance with this standard be added to the site plan.

16. ***Marihuana establishments and facilities are not permitted to operate in a manner that results in adverse impacts on adjacent property; including excessive odor, traffic, noise, or loitering. The Township may place reasonable conditions on facilities to ensure operation consistent with community norms. Failure to comply with Township regulations or conditions of approval shall be cause to revoke a local license. Odor for growers and processors shall be regulated as follows:***

    a. ***The building shall be equipped with an activated carbon filtration system for odor control and air scrubbing to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.***

    b. ***The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.***

    c. ***The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days, or according to manufacturer recommendations, whichever is less.***

    d. ***Negative air pressure shall be maintained inside the building.***

    e. ***Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.***

    f. ***An alternative odor control system is permitted if the special use permit applicant submits and the township accepts a report by a mechanical engineer licensed by the state of Michigan demonstrating the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The Township may hire an outside expert, at the cost of the applicant, to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.***

    g. ***Secure transporters and safety compliance facilities shall also be required to submit plans for odor control for approval if in the opinion the planning commission such plans are***

required for the protection of the township and its residents.

We did not find any information on the air scrubber in the application packet. We recommend that a note stating compliance with this standard be added to the plan and information on the methodology proposed be submitted to the Township for Review.

17. ***If the marihuana establishment or facility ceases operation for a length of time of ninety days or greater, the conditional use shall expire.***

    We recommend a note stating compliance with this standard be added to the site plan.

18. ***Marihuana drive-through retail establishments and provisioning centers shall be prohibited.*** This standard is met by the proposal.

19. ***All marihuana shall be contained within a structure that meets all applicable building code requirements in an enclosed, locked area. A floor plan shall be provided with the site plan application.*** This standard is met by the proposal.

20. ***Application for a local Marihuana Facilities Permit shall be made to the Township Clerk, or a designee. The application shall be made using forms provided by the Township Clerk, or a designee, for a Marihuana Facilities Permit. The application shall be signed by the applicant verifying the truth and accuracy of all information and representations. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules of the State of Michigan. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Township Board. Applications shall be filed according to licensing regulations, procedures, and fees established by the Township Board, and may be amended.*** This standard is met by the proposal.

21. ***A State license is required for all Marihuana Establishments and Facilities.*** Verification of the State License shall be required prior to business opening for operations.

22. ***Prior to issuance of a certificate of occupancy, an authorized Marihuana Establishment or Facility shall comply with the following regulations and shall only be operated as long as it remains in compliance with all such ordinances.***

    a. ***Compliance with State and Township licensing requirements and proof of issuance of a State operating license and compliance with all rules promulgated there under is filed with the Township.***

    b. ***Compliance with all Township Zoning regulations with written approval of Zoning Compliance issued by the Township Zoning Administrator.***

    c. ***Compliance with all Township construction and building ordinances and applicable police power ordinances.***

We recommend a note stating compliance with this standard be added to the site plan.

23. ***Inspections may be made by the Township Official's designee to confirm the Marihuana Establishment or Facility is operating in accordance with applicable laws including, but not limited to, State Law and Township Ordinances.*** We recommend a note stating compliance with this standard be added to the site plan.

24. ***The premises shall be open for inspection upon request by the Zoning Administrator, Code Enforcement Officer, Building Official, Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.*** We recommend a note stating compliance with this standard be added to the site plan.

25. ***The penalties and fees collected by the Township for Marihuana Establishments and Facilities shall be the maximum permissible by the State of Michigan unless otherwise established by the Township Board.*** This standard is met by the proposal.

RECOMMENDATION

At this time there are several informational items that must be provided or clarified on the site plan. We recommend that Planning Commission hold a hearing and let the applicant share their business plan with the planning Commission. We also recommend planning commission consider any comments from the public at the hearing. Finally, we recommend Planning Commission table making a recommendation to the Board until a time that all of the above comments have been addressed.

Respectfully submitted,

McKENNA ASSOCIATES





Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

Northfield Township Fire Department

8350 Main Street Whitmore Lake, MI 48189
Phone (734) 449-2385 Fax (734) 449-2521

Fire Chief
William E. Wagner, Jr.

To: **Mary Bird**
From: **Lieutenant Rennells**
Date: **May 6, 2020**
Subject: **Site Plan Review for 9545 Main**

Upon review of the site plan for 9545 Main Street, No issues conflicting with fire safety per the *International Fire Code 2012* have been identified at this time.

This approval is subject to field inspection. This approval does not exempt the project from complying with all applicable codes. Additional submittals and approvals may be required.

GREAT LAKES LOGISTICAL EXPERTS, LLC

Great Lakes Logistical Experts (GLLE) is a family owned and operated business. It was founded by a mother and daughter duo, Ilene Azar and Amy Suzanne Azar-Smith. The Azar family has10 years of business experience managing and operating a family metal forging company, Alumitect Industries, in neighboring Salem Township.

The family business consists of all the members, including in-laws and siblings. Alumitect Industries is seeking to expand due to increase successful increase in manufacturing and orders.

Amy Azar-Smith has been a catalyst in the success of the Alumitect operation. Ilene's recent departure from GLLE, due to family obligations, has given Ms. Azar-Smith more responsibilities and duties. And she has proven to be a productive businessperson.

Under Mrs. Azar-Smith's leadership, GLLE is projected to take off with the management of her brother and sister-in-law, James and Angela Azar. James and Angela have been independent small business owners for years.

James Azar is a real estate agent and has been a manager for Alumitect for years. Angela Azar is her own independent cosmetologist for nearly 3 years.

GLLE will be helped by an experienced and expert grower in brother, Bryan Azar. Mr. Azar has nearly 10 years of experience as a master grower, being licensed in AuGres, MI.

With all that knowledge and experience, Angela DiDonato (Angela Azar's mother) brings her wealth of knowledge in sales and marketing. Ms. DiDonato has been a project leader and sales coordinator for Pfizer for nearly 20 years. She is an ultimate professional with cultivating networks and relationships for years.

Great Lakes Logistical Experts are prepared with the business knowledge and experience to truly succeed in the cannabis industry.

AMY SUZANNE AZAR-SMITH

Great Lakes Logistica Experts, LLC, (GLLE) is a Michigan Limited Liability Company. GLLE was established under the leadership of Amy Smith.

Amy Azar-Smith is one of two founding owners of GLLE. Ms. Smith is a veteran businesswoman with 10 plus years of business experience.

Amy Azar-Smith has been the general manager of the operations of Alumitect an aluminum molding company. Alumitect is a family owner operation. Thus, as a family operation as general manager, her duties reached far beyond administrative responsibilities.

Her business experience consists of executive responsibilities.

- Responsible for the administrative duties of executing contracts with material purchasing and distribution of annual Sales exceeding $1million.
- Responsible for the management of corporate budgets for annual expenditures of the corporation for 10 years.
- 10 years of employee management and training for office and labor employment, including and not limited to employee evaluations.
- Responsible for the management of payroll and benefits for employees for 10 years.
- Administrative management and responsible for daily operations.
- Executed strategic planning of marketing and advertising strategies in order to increase market-share goals.
- Responsible for maintaining the Alumitect operations within industry standards and legal compliance.
- Served in leadership capacity directing the Alumitect staff for maximum labor performance.
- Served as Project administrator and manager to execute contracted projects.

- ❖ Amy Azar-Smith has been an important business attribute for Alumitect and its success for 10 years.

Azar Management

JAMES AZAR

James Azar is an accomplished management professional with 10 years of career progression in manufacturing operations. Proven effective leader skilled in development and oversight of high-performing, multi-disciplined and quality-oriented teams. Adept problem solver, employing creativity and innovation to overcome challenging and complex issues across employees, processes and costs.

Mr. Azar has been focused and meticulous in all financial and regulatory compliance objectives to strategically plan and execute budgets, forecasts, cost-reduction techniques and safety initiatives. He is an outstanding communicator and well-versed in employee, vendor and partner relations.

- P&L management
- Risk analysis and management
- SAP expertise
- Work-flow planning
- Proficient in Microsoft Office
- Budgeting and forecasting
- Strategic planning
- Superb time management skills
- Employee relations and conflict resolution
- Business operations
- Business planning

Mr. Azar has, previously, served as an Operations Manager for Alumitect Industries LLC.
As an Operation Manager for Alumitect Mr. Azar exhibited the following skills:

- Responsible establishing, enforcing and optimizing internal policies to maintain efficiency and responsiveness to demands.
- Conducted performance reviews each quarter, offering praise and recommendations for improvement.
- Devised, deployed and monitored processes to boost long-term business success and increase profit levels 12%.

- Implemented policies and standard operating procedures for continuous improvement.
- Evaluated upcoming program plans to forecast expected resource needs.
- Developed and implemented daily operations plans such as delivery routes, employee assignments and promotional strategies.
- Partnered with vendors and suppliers to effectively manage and budget for over $1,000,000 in inventory.

Mr. Azar served as a real estate agent for 3dx Real Estate LLC.

James Azar coordinated with prospective buyers regarding incentives from builder and new developments in surrounding real estate environment:

- Acted as liaison between buyers and sellers to ensure positive experiences for both parties
- Communicated with clients to understand property needs and preferences.
- Wrote effective listings detailing property features, resulting in 20% increase in showings.
- Developed and maintained list of available properties suited to different needs and budgets for both commercial and industrial use.
- Used MLS and other realtor databases to find properties for clients.
- Negotiated contracts on behalf of clients.
- Developed and maintained relationships with clients through networking, postcards and cold calling.

Also, James Azar previously held a Plant Manager position at Kux Industries, Inc.

As Plant Manager, Mr. Azar displayed the following professional skills:

- Optimized processes to maximize efficiency.
- Tracked data about all aspects of production to assess areas in need of improvement.

- Condensed multiple manufacturing shifts to one to streamline operations.
- Created new training program with focus on staff safety, food safety and production quality to achieve reduced labor costs and tighter control points.
- Organized and guided operations of production, processing and machinery according to business procedures and protocols.
- Implemented Just-In-Time methodology to help reduce WIP and waste.
- Maintained quality of product with robust inspections and assessment team.
- Managed over 30 employees for the day to day operations.

ANGELA AZAR

Angela Azar is a current business owner and operator for years.

Angela Azar currently owns and operates an independent salon operation within the Salon Sanjoy location in Ann Arbor, MI.

Mrs. Azar holds licenses in the cosmetology and yoga fields.

As a business owner Mrs. Azar has been exhibited the following business skills:

- Created and managed operations budgets and expenditures for the continued operations of her business.
- Responsible for developing marketing and advertising campaigns to improve business opportunities.
- Developed and maintained a robust clientele base to support her continued business success.
- Exhibited extensive interpersonal and mass communication skills.
- Independently operated the salon operation in compliance with State regulations controlling the comitology industry.

- Responsible for teamwork skills assisting other stylists within the Salon Sanjoy operation.

❖ Mrs. Azar has been trained and licensed in her respective industry and has maintained her independent business operation for 3 years.

BRIAN AZAR

Master Grower

Brian Azar is a master cannabis grower with over 10 years of growing experience. Mr. Azar has been a caregiver and patient since the enactment of the 2008 Michigan Medical Marihuana Program.

Brian Azar is a Grow Facility License Holder in the City of AuGres, MI. As a license holder who was granted temporary operations status in AuGres, MI, Mr. Azar has legally produced 100's of pounds generating nearly $1/2 million dollars.

Mr. Azar has been responsible for the following accomplishments:

- Building grow facilities.
- Advance cannabis strand knowledge.
- Successfully produced cannabis that passed the State of Michigan's testing requirements.
- Oversaw outdoor grow operations.
- Responsible for waste management.
- Managed grow chemicals to maintain cleanliness and sanitation.
- Oversaw the grow facility to avoid the use of prohibited chemicals and metals.

Mr. Azar is brother of Amy Suzanne Azar-Smith, James Azar, and brother-in-law to Angela Azar.

Brian Azar will provide outstanding grow master skills to the Great Lakes Logistical Experts grow facility.

ANGELA DIDONATO

Sales Manager

Is an experience professional with over 10 years of leadership experience with a Bachelor's degree from the University of Michigan in Organizational studies. Ms. DiDonato's skills are substantial in the areas of:

- Leadership in team-oriented environments.
- Quality Management to achieve an organization's financial and production goals.
- Resource Management for planning and project executions.
- Project Management in high impact professional environments.
- Employee Development with training highly skilled professionals in a Fortune 500 Company.
- Problem Solving, collaboration, planning, creating efficiencies as a commitment to achieving the company's goals.

As a Clinical Manager, Ms. DiDonato manages teams and other managers to coordinate accounts $million accounts for United Health Group, Pfizer, Roche Pharmaceuticals.

- As a Quality Management, Ms. DiDonato developed and maintained Standard Operating Procedures (SOPs) and Best Practices Guidelines,
- Responsible for Data Management, Statistical Analysis & Quality Management Plans, Quality Management Metrics.
- Oversaw client audits and client accounts of over $million.
- Responsible for the training and development for materials and individual training and development plans for staff for compliance with SOPs.
- Oversaw Project Management for more than 100 of global projects simultaneously managing quality, resources, timelines, budgets, internal and

external meetings, documentation, audits, client expectations and satisfaction

- Responsible for the planning and daily allocation of resources according to timelines, budgets & project & client needs.

BRANT A. JOHNSON, J.D., LLM & ASSOCIATES

Compliance Agent

- Oversees, assists, and consult with numerous businesses in the Michigan Medical Marihuana industry.
- Responsible for public and governmental relations relating to local ordinances and regulations.
- Responsible for cannabis businesses and individuals with strict compliance to restrictions of local ordinances and State laws.
- Develops cannabis ordinances with municipalities.
- A Juris Doctorate from Thomas M. Cooley Law School.
- An LLM in Corporate and Finance from Thomas M. Cooley Law School.
- A Communications Art Bachelor's Degree from Michigan State University.
- Passionately dedicated and committed to assisting cannabis businesses for many years and has been a business owner for over 10 years.

PLAN TO MINIMIZE EXPOSURE TO MINORS

Pursuant to the Michigan Medical Marihuana Act of 2008, marihuana may be used, possessed, and transferred without threat of prosecution for medical purposes only. GLLE understands that cannabis is also a Schedule 1 controlled substance. With such understanding that cannabis could be a threat to minors if used improperly, we are careful not to expose minors to cannabis products without adult supervision.

- Mrs. Azar-Smith is a mother of minors, so she is personally aware of minimizing the exposure of drugs to minors.

- Our facility will not allow minors admission without being accompanied an adult, who is related to such minor.

- We will not engage in marketing, advertising, and promotions that is targeted to minors nor attract minors.

- GLLE will include with all purchases a label stating, “not intended for minor use”.

- GLLE will not employ minors under any circumstances.

- GLLE will not allow minors to congregate on the premises of the facility under any circumstances with the accompaniment of an adult, related to the minor.

GLLE has a no tolerance policy regarding the exposure to minors, such that any employee violations of this policy will result in immediate termination.

April 19, 2020

Northfield Township Office
8350 Main St.
P.O. Box 576
Whitmore Lake, MI 48189
Phone: (734) 449-2880

Dear Official,

My name is James and Angela Azar as owners of 587 W. Northfield Church Road, Ann Arbor, MI 48105. I am writing you to confirm that James and Angela Azar, as Landowners, have executed a Landlord/Tenant Property Lease with Great Lakes Logistical Experts, LLC, known as GLLE, as Tenant, at the lease property located at 587 W. Northfield Church Road, Ann Arbor, MI 48105, known as Parcel #B-02-31-100-010.

As per our agreement, we are aware of the potential that GLLE intends to grow 500 medical marihuana plants at the above-mentioned property. We give GLLE permission and approval to participate with the Michigan Medical Marihuana Facilities program as a licensee on the premises.

We are pleased to be in the landlord/tenant lease contract with GLLE and look forward to continuing our relationship. Thank for the opportunity to communicate this information to you.

Thank you.

James and Angela Azar as owners of
587 W. Northfield Church Road,
Ann Arbor, MI 48105
(248) 504-9162
james@3dxonline.com

GREAT LAKES LOGISTICAL EXPERTS, LLC

ZONING COMPLIANCE AND SITE PLANS

Great Lakes Logistical Experts has included site plans for the proposed property located at parcel of B-02-31-100-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105.

According to Zoning Compliance Application requirements, Great Lakes Logistical Experts, LLC must provide information regarding its proposed facility.

Great Lakes Logistical Experts are seeking Zoning Compliance and a Conditional Use permit for a Class-A – 500 plant Medical Marihuana Cultivation Facility.

- ✓ **Great Lakes Logistical Experts' proposed facility is in an Agriculture Zone – "AR".**
- ✓ **Great Lakes Logistical Experts intend to construct an indoor facility to cultivate 500 plants.**
- ✓ **Complete proposed building plans are provided in the attached site plans.**
- ✓ **Great Lakes Logistical Experts intend to construct a steel agricultural building with its footprint, as shown in the attached site plans.**
- ✓ **The proposed agricultural building meets the 1000 ft isolation distance from schools, libraries, day cares and or parks.**
  - **Nearest School – 3,400 ft (Ann Arbor Christian School)**
  - **Nearest Church – 2,750 (Old St. Patrick Catholic Church)**

L: 5313 P: 137 6479883 D
07/29/2019 11:52 AM Total Pages: 3
Lawrence Kestenbaum, Washtenaw Co

Quitclaim Deed

KNOW ALL MEN BY THESE PRESENTS THAT:

Angela Gean DiDonato, female, of 10419 Lakeview Ct, Whitmore Lake, MI 48189, USA, (the "Grantor"), conveys, as well as quitclaim, unto James D Azar, of 2852 Barclay Way, Ann Arbor, MI 48105, USA, Angela Azar, of 2852 Barclay Way, Ann Arbor, MI 48105, USA, and Angela Gean DiDonato, of 10419 Lakeview Ct, Whitmore Lake, MI 48189, USA, (collectively the "Grantee"), the following described premises situated in the County of Washtenaw and State of Michigan:

Northfield township

W.D. L2562 P439 **FROM 0231100005 07/16/92 **FROM 0231100008 07/16/92 NO 31-5A BEG AT NE COR SEC 31, TH S 00-19-42 W 2661.86 FT, TH S 89-34-05 W 327.33 FT, TH N 00-19-42 E 2664.33 FT, TH N 90-00-00 E 327.31 FT TO POB. PT OF NE 1/4 SEC 31, T1S-R6E. 20.01 AC.

This deed conveys all the right, title, interest and claim which the Grantor has in and to the described parcel of land, subject to any and all easements and building and use restriction of record, for the sum of $ Ø, the receipt of which is hereby acknowledged. The Grantor declares the property transfer is exempt from tax pursuant to MCL 207.526(6)(a) and MCL 207.505(5)(a).

Dated this 1st day of July, 2019.

Signed in the presence of: AA

Angela Gean DiDonato

Time Submitted for Recording
Date 7-29-20 19 Time 11:50 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

(15)

Grantor Acknowledgement

STATE OF MICHIGAN

COUNTY OF Washtenaw

I Jonathan Carey, a Notary Public in and for said County and State, do hereby certify that on this 1st day of July, 2019, before me appeared Angela Kean DiDonato, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and being by me duly sworn, acknowledged to me that as a free and voluntary act and deed, the Grantor executed said instrument, for the uses and purposes set forth within this Quitclaim Deed.

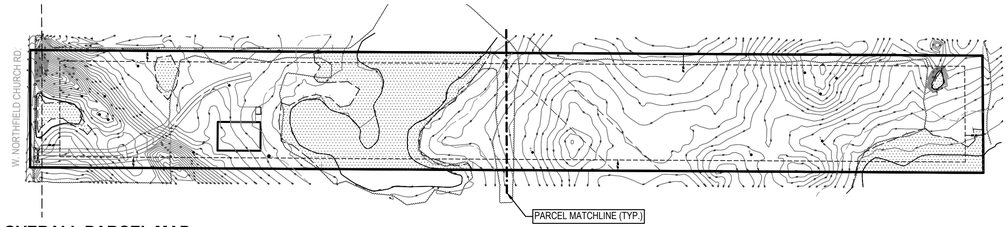
Notary Public, the State of Michigan
Jonathan P. Carey

My commission expires: 01/12/2020
Commissioned in Lenawee

Acting in the County of Washtenaw.

JONATHAN P CAREY
Notary Public - State of Michigan
County of Lenawee
My Commission Expires Jan 12, 2020
Acting in the County of Washtenaw

When Recorded Return to: James D Azar, 2852 Barclay Way, Ann Arbor, MI 48105, USA	Send Subsequent Tax Bills to: James D Azar, 2852 Barclay Way, Ann Arbor, MI 48105, USA	Drafted by: James D Azar, 2852 Barclay Way, Ann Arbor, MI 48105, USA
Tax Parcel #: B00231100010	Recording Fee: $_____	Transfer Tax: $_____



OVERALL PARCEL MAP

1" = 200'

TEST PIT LOGS

Approved Locations:

Test Pit 1

0' - 1'	Topsoil, Loam
1' - 5'	Clay loam, Brown/Gray Mottled into Topsoil, No H20

Test Pit 2

0' - 1'	Topsoil, Loam
1' - 7'	Sandy clay loam, Brown
7' - 8.5'	Loamy sand, Brown
8.5' - 12'	Loamy clay, Brown No Mottling, No H20

Test Pit 3

0' - 1'	Topsoil, Loam
1' - 7'	Sandy clay loam, Brown
7' - 8.5'	Fine sand, Brown
8.5' - 12'	Clay loam, Brown
12' - 13'	Gray clay Mottling 8', No H20

Test Pit 4

0' - 0.5'	Topsoil, Loam
0.5' - 12'	Clay loam
12' - 20'	Gray clay Mottling 0.5', No H20

Approved Locations:

Test Pit A

0' - 1'	Topsoil, Loam
1' - 13'	Sandy clay loam, Brown
13' - 17'	Loamy sand, Brown
17' - 18'	Medium sand, Brown
18' - 19'	Sandy clay loam, Brown No Mottling, No H20

Test Pit B

0' - 1'	Topsoil, Loam
1' - 8.5'	Sandy clay loam, Brown
8.5' - 11'	Loamy sand, Brown
11' - 17'	Gray clay
17' - 20'	Medium sand, Brown/Tan No Mottling, No H20

Test Pit C

0' - 0.5'	Topsoil, Loam
0.5' - 10'	Sandy clay loam, Brown
10' - 13'	Loamy sand, Brown
13' - 16'	Medium sand, Brown/Tan No Mottling, No H20

REQUIRED ISOLATION DISTANCES

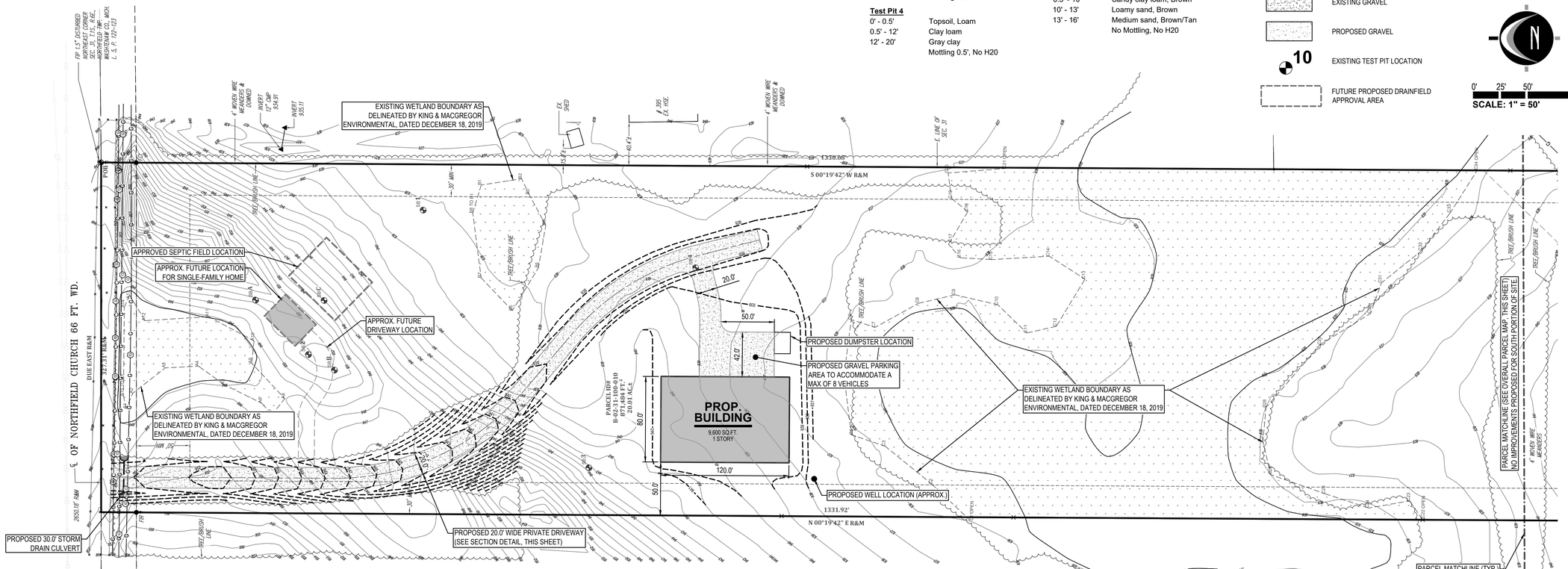
ISOLATION	SEPTIC TANK	DRAINFIELD	WELL
PROPERTY LINE	10 FT	10 FT	-
BUILDING FOUNDATION (NO BASEMENT)	5 FT	10 FT	3 FT
BASEMENT WALL	10 FT	15 FT	3 FT
RESIDENTIAL WATER SUPPLY (25 FT OR DEEPER)	50 FT	100 FT	-
LAKE OR STREAM	25 FT	50 FT	-

LEGEND

- EXISTING GRAVEL
- PROPOSED GRAVEL
- 10 — EXISTING TEST PIT LOCATION
- FUTURE PROPOSED DRAINFIELD APPROVAL AREA

0' 25' 50' 100'

SCALE: 1" = 50'



LEGAL DESCRIPTION

PARCEL ID# B-02-31-100-010

A PARCEL OF LAND BEING PART OF THE NORTHEAST ¼ OF SECTION 31, TOWN 1 SOUTH, RANGE 6 EAST, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 19 MINUTES 42 SECONDS WEST 2661.36 FEET (RECORDED AS 2661.86 FEET) ALONG THE EAST LINE OF SAID SECTION 31 TO THE EAST ¼ CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 34 MINUTES 05 SECONDS WEST 327.33 FEET ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 31; THENCE NORTH 00 DEGREES 19 MINUTES 42 SECONDS EAST 2663.86 FEET (RECORDED AS 2664.33) PARALLEL WITH THE EAST LINE OF SAID SECTION 31, TO A POINT ON THE NORTH LINE OF SAID SECTION 31, SAID LINE ALSO BEING THE CENTERLINE OF WEST NORTHFIELD CHURCH ROAD (66 FEET WIDE); THENCE DUE EAST 327.31 FEET ALONG SAID NORTH LINE AND CENTERLINE TO THE POINT OF BEGINNING. CONTAINING 20.01 ACRES OF LAND MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET THEREOF FOR NORTHFIELD CHURCH ROAD. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

SITE NOTES

1. THE PROPOSED AGRICULTURAL BUILDING MEETS THE 1000 FT. ISOLATION DISTANCE FOR SCHOOLS, LIBRARIES, DAY CARES AND OR PARKS.
   NEAREST SCHOOL = 3,440 FT. (ANN ARBOR CHRISTIAN SCHOOL)
   NEAREST CHURCH = 2,750 FT. (OLD ST. PATRICK CATHOLIC CHURCH)
2. SUMMARY OF LAND USE:
   A) TOTAL ACREAGE = 20.01 ACRES (871,635 SQ.FT.)
   B) AREA OF PROPOSED BUILDING = 9,600 SQ.FT.
   C) LOT COVERAGE = 1.1%
   D) FLOOR AREA RATIO = 1.1%
   E) GROSS GRAVEL AREA = APPROX. 18,050 SQ.FT.

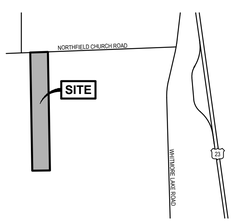
PROJECT NARRATIVE

PROPOSED 680.0' LONG PRIVATE DRIVEWAY WITH 60.0' T-TURN FOR EMERGENCY VEHICLES, SERVICING A PROPOSED 80.0 x 120.0" STEEL AGRICULTURAL BUILDING.

DESIGN TEAM CONTACTS

APPLICANT
GREAT LAKES LOGISTICAL EXPERTS LLC
P.O. BOX 701224
PLYMOUTH, MI 48170

ENGINEER/SURVEYOR
NEDERVELD, INC.
3037 MILLER RD.
ANN ARBOR, MI 48103
P: 734.929.6963
ATTN: JASON VAN RYN, PE



LOCATION MAP

1" = 2000'

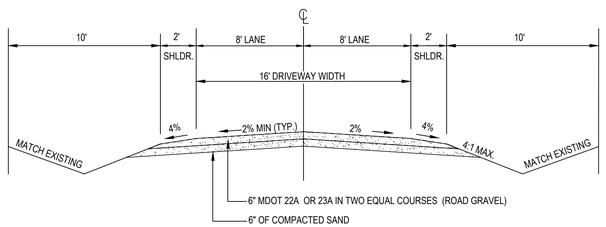
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Br	Brookston loam	7.0	27.7%
CoB	Conover loam, 0 to 4 percent slopes	6.2	24.4%
CpA	Conover-Brookston loams, 0 to 2 percent slopes	3.2	12.5%
WawaB	Wawasee loam, 0 to 12 percent slopes	8.9	35.4%
Totals for Area of Interest		25.2	100.0%



SOIL SURVEY FROM U.S. SOIL CONSERVATION SERVICE

N.T.S.



GRAVEL DRIVEWAY CROSS-SECTION DETAIL

N.T.S.

NEDERVELD
www.nederveld.com
800.222.1868
ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963
CHICAGO
COLUMBUS
GRAND RAPIDS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Great Lakes Logistical Experts LLC

P.O. Box 701224
Plymouth, MI 48170

REVISIONS:

Title:		
Drawn:	Checked:	Date:

W. NORTHFIELD CHURCH ROAD

Site Layout Plan

PART OF THE NORTHEAST 1/4 OF SECTION 31, T1S, R6S, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
JASON L. VAN RYN
ENGINEER
No. 54207
LICENSED PROFESSIONAL ENGINEER

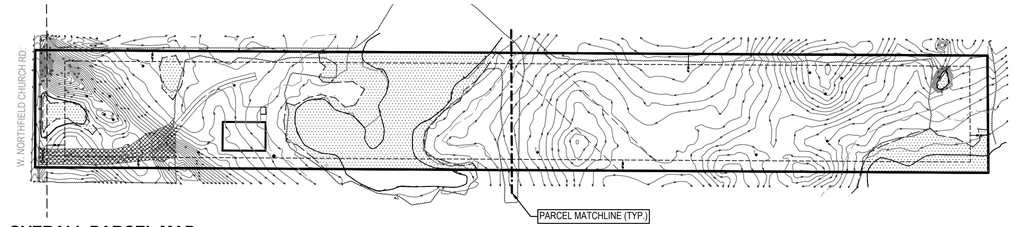
PROJECT NO: 19500114

SHEET NO: C-205

SHEET: 1 OF 1

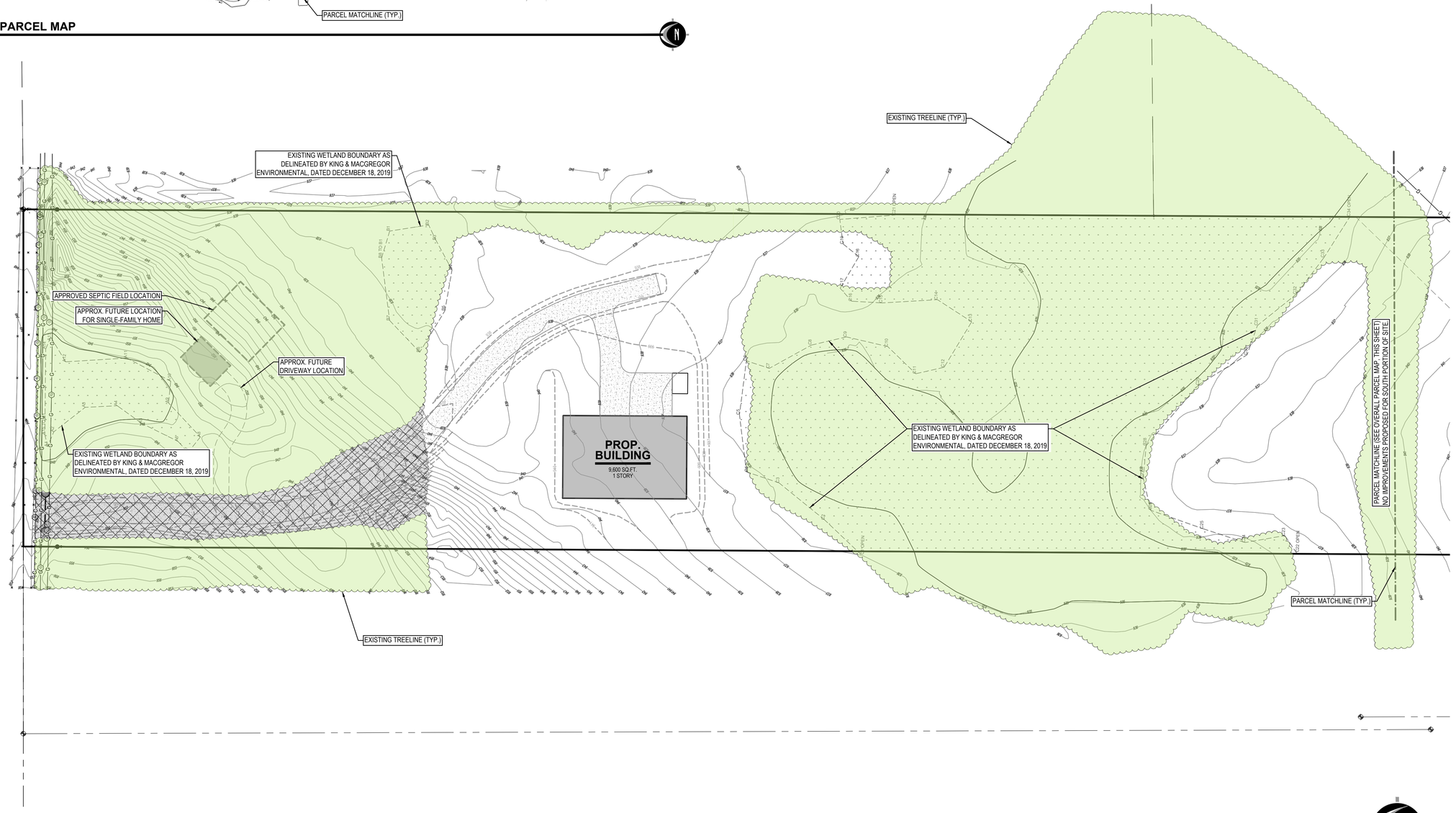
19500114-PREL1-MAIN(LIMA).dwg BC 4/27/2020 12:21

© 2020 Nederveld, Inc.



OVERALL PARCEL MAP

1" = 200'



LEGEND

- EXISTING TREELINE TO REMAIN
- EXISTING TREELINE TO BE REMOVED

0' 25' 50' 100'

SCALE: 1" = 50'

NEDERVELD
www.nederveld.com
800.222.1868
ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963
CHICAGO
COLUMBUS
GRAND RAPIDS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Great Lakes Logistical Experts LLC

P.O. Box 701224
Plymouth, MI 48170

REVISIONS:

Title:
Drawn: Checked: Date:

W. NORTHFIELD CHURCH ROAD

Natural Features Plan

PART OF THE NORTHEAST 1/4 OF SECTION 31, T1S, R6S, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
JASON L. VAN RYN
ENGINEER
No. 54207
LICENSED PROFESSIONAL ENGINEER

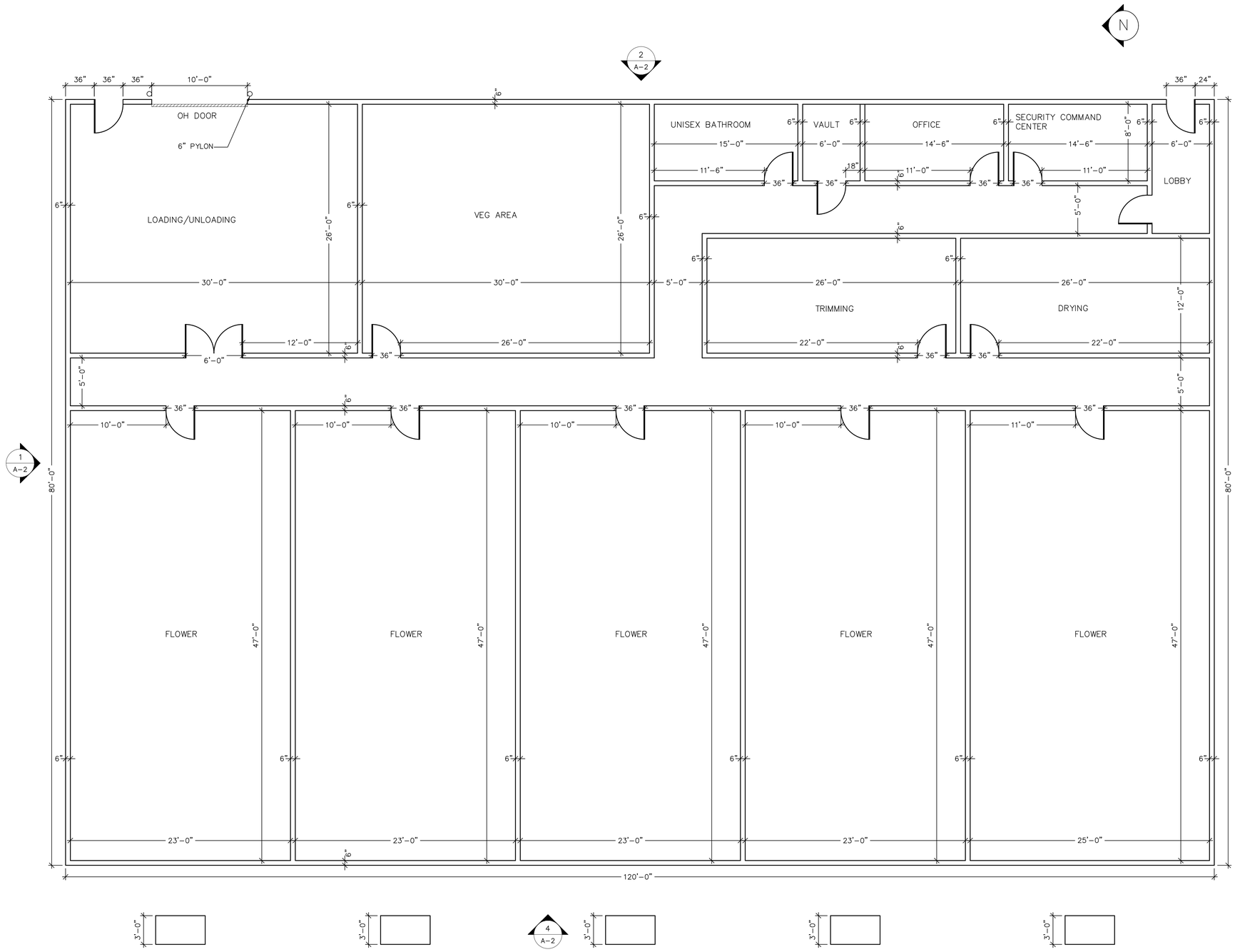
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SHEET NO: C-206

SHEET: 1 OF 1

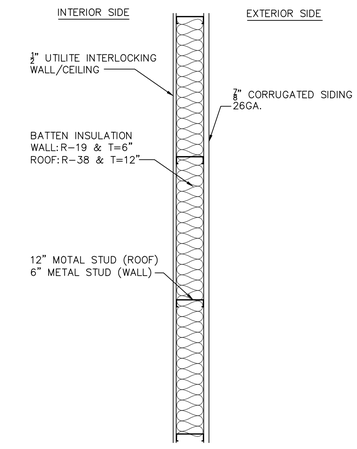
19500114-PREL1-MASUANA.dwg BC 4/27/2020 12:21

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NOTE:

(1) GROSS FLOOR AREA 9600 Sq.Ft.
(2) USABLE FLOOR AREA 7915 Sq.Ft.
(3) NUMBER OF EMPLOYEES AT PEAK USAGE = 6



1 A-1 FLOOR PLAN
SCALE: 3/16"=1'-0" ARCH REF:

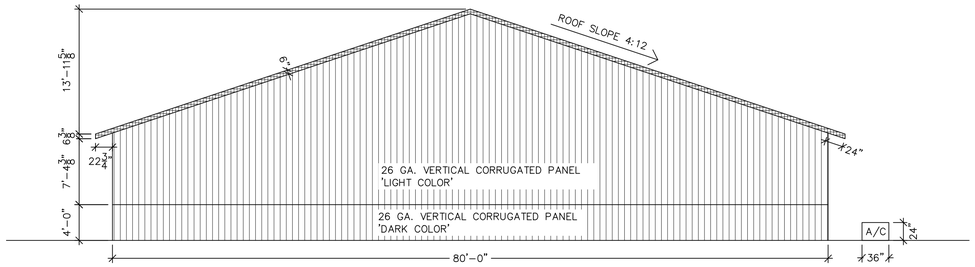
2 A-1 TYPICAL EXTERIOR WALL/ROOF SECTION
SCALE: 1"=1'-0" ARCH REF:

ALUMITECT INDUSTRIES, L.L.C.
7941 Salem Rd. PO Box 75193 Salem, MI 48175 • Phone: 248-468-9300 • Fax: 888-576-9521
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GLLE GROW FACILITY
NORTHFIELD TOWNSHIP, MI

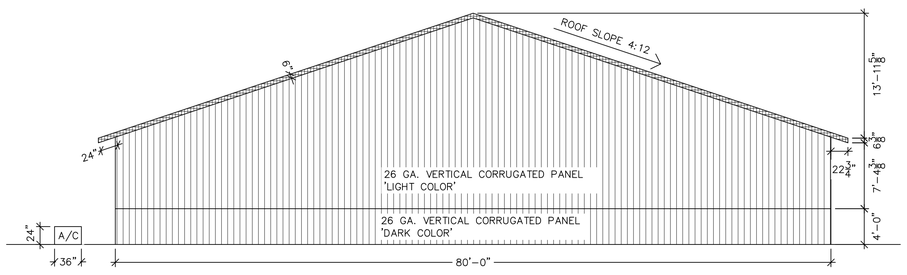
Revisions:				
Project no. 20001	Drawn by: MA	Date: 042520	Checked by: X	Date: X

Sheet no:
A-1



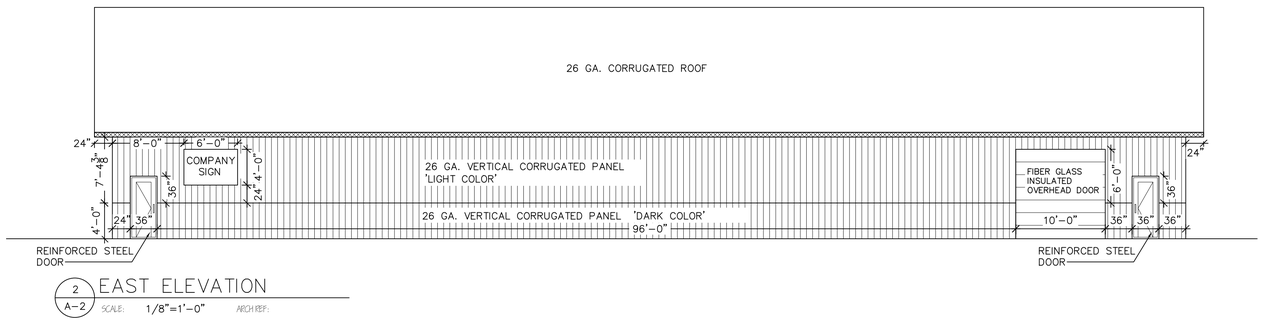
1 A-2 NORTH ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:



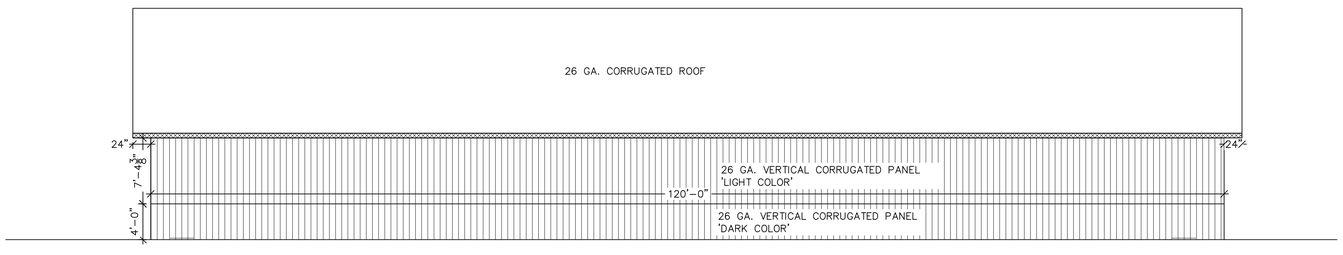
3 A-2 SOUTH ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:



2 A-2 EAST ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:



4 A-2 WEST ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:

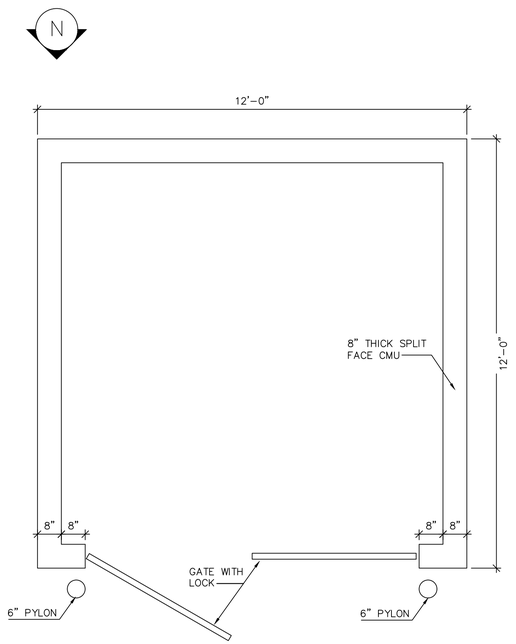
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GLLE GROW FACILITY
NORTHFIELD TOWNSHIP, MI

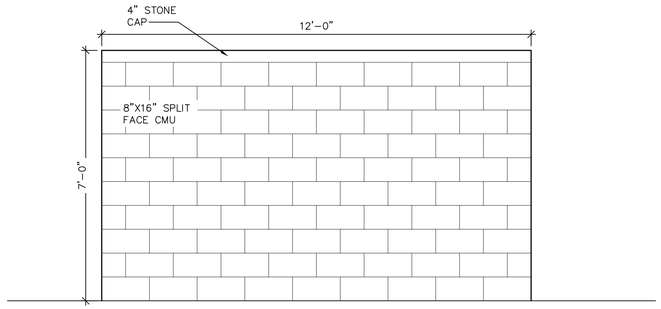
Revisions:				
Project no. 20001	Drawn by: MA	Date: 042520	Checked by: X	Date: X

Sheet no:

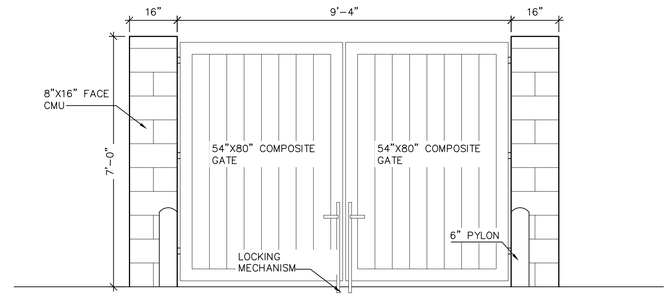
A-2



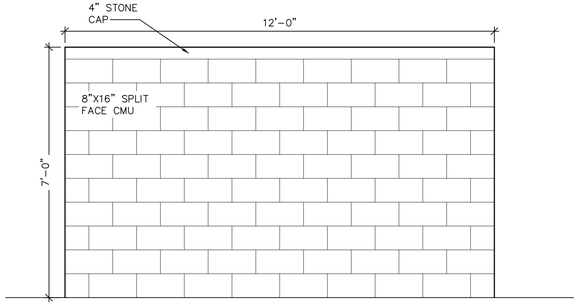
1 A-3 DUMPSTER FLOOR PLAN
SCALE: 1/2"=1'-0" ARCH REF:



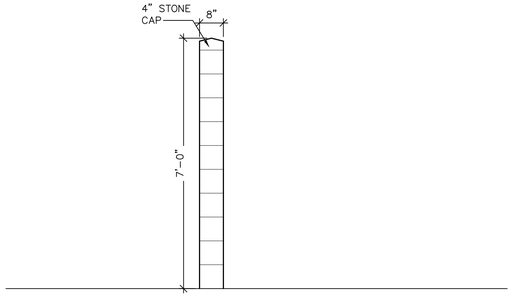
2 A-3 DUMPSTER ENCLOSURE EAST/WEST ELEVATION
SCALE: 1/2"=1'-0" ARCH REF:



3 A-3 DUMPSTER ENCLOSURE NORTH ELEVATION
SCALE: 1/2"=1'-0" ARCH REF:



4 A-3 DUMPSTER ENCLOSURE SOUTH ELEVATION
SCALE: 1/2"=1'-0" ARCH REF:



5 A-3 DUMPSTER ENCLOSURE CUT SECTION
SCALE: 1/2"=1'-0" ARCH REF:

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GLLE GROW FACILITY
NORTHFIELD TOWNSHIP, MI

Revisions:

Project no.	20001
Drawn by:	MA
Date:	042520
Checked by:	X
Date:	X

Sheet no:

A-3

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

CONDITIONAL USE APPLICATION FORM

PROJECT NAME: GREAT LAKES LOGISTICAL EXPERTS CLASS-A - MEDICAL MARIJUANA GROW FACILITY

PROJECT ADDRESS: 587 W. NORTHFIELD CHURCH ROAD, ANN ARBOR, MI 48105

PARCEL ID(S): B-02-31-100-010

DEVELOPMENT NAME: GLLE - GROW FACILITY

Applicant Information:	Owner Information:
Name: GREAT LAKES LOGISTICAL EXPERTS, LLC	Name: JAMES & ANGELA AZAR
Address: P.O. BOX 701224, PLYMOUTH, MI 48170	Address: 2852 BARCLAY DR, ANN ARBOR, MI 48105
Phone: (517) 230-1841	Phone: (248) 504-9162
Email: JOWBERI@AOL.COM	Email: JAMES@3dx online.com

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☐ **Non-Owner Affidavit Attached:** ☑

If applicant is not the owner, describe applicants interest in the property: LEASE HOLDER AS A TENANT.

PROPERTY DESCRIPTION

Description of Proposed Use: THE PROPOSED USE IS FOR GREAT LAKES LOGISTICAL EXPERTS TO CONDUCT A MEDICAL MARIJUANA GROWING OF 500 PLANTS IN AN ENCLOSED BUILDING.

Conditional Use is Sought Under what section of the Northfield Township Zoning Ordinance: _____

Zoning Classification(s):

AR LR MR MHP SR1 SR2 LC HC GC LI GI RTM ES PUD PSC RC RO WLD-____ W.L./N.T. Overlay OTHER:____

AN APPLICATION FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

- ☑ Proof of Ownership
- ☑ Legal Description
- ☑ Scaled and accurate survey drawings, with existing buildings, drives, and improvements.
- ☑ A site plan, meeting the requirements of a preliminary site plan, as set forth in Section 64.03, herein.

AUTHORIZED SIGNATURE

I have read the attached provisions of the Northfield Zoning Ordinance in regards to Article 63.0, Conditional Use and understand a public hearing will be established within sixty-five (65) days of the filing date.

Applicant(s) Signature _____ Date _____

Comments: _____

DETERMINATION

The Northfield Township Planning Commission has reviewed the particular circumstances of the above proposed use relative to Section 63.0 Conditional Uses; and **Approved / Disapproved** **same on** _____ **, 20** _____.

Conditions imposed on the conditional use of the above described property are as follows:

BREACH OF SUCH CONDITIONS SHALL AUTOMATICALLY INVALIDATE THIS PERMIT.

_____ _____
Chair, Planning Commission **Date**

_____ _____
Secretary, Planning Commission **Date**

APPLICANT DETERMINATION AGREEMENT

I/We _____ applicant(s) for this Conditional Use permit hereby agree to comply with the above imposed conditions as specified by the Northfield Township Ordinance and the Planning Commission of Northfield Township.

Amy L Ogar Smith 4/27/2020
Applicant Date

_____ _____
Applicant Date

GREAT LAKES LOGISTICAL EXPERTS, LLC

Great Lakes Logistical Experts (GLLE) is a family owned and operated business. It was founded by a mother and daughter duo, Ilene Azar and Amy Suzanne Azar-Smith. The Azar family has10 years of business experience managing and operating a family metal forging company, Alumitect Industries, in neighboring Salem Township.

The family business consists of all the members, including in-laws and siblings. Alumitect Industries is seeking to expand due to increase successful increase in manufacturing and orders.

Amy Azar-Smith has been a catalyst in the success of the Alumitect operation. Ilene's recent departure from GLLE, due to family obligations, has given Ms. Azar-Smith more responsibilities and duties. And she has proven to be a productive businessperson.

Under Mrs. Azar-Smith's leadership, GLLE is projected to take off with the management of her brother and sister-in-law, James and Angela Azar. James and Angela have been independent small business owners for years.

James Azar is a real estate agent and has been a manager for Alumitect for years. Angela Azar is her own independent cosmetologist for nearly 3 years.

GLLE will be helped by an experienced and expert grower in brother, Bryan Azar. Mr. Azar has nearly 10 years of experience as a master grower, being licensed in AuGres, MI.

With all that knowledge and experience, Angela DiDonato (Angela Azar's mother) brings her wealth of knowledge in sales and marketing. Ms. DiDonato has been a project leader and sales coordinator for Pfizer for nearly 20 years. She is an ultimate professional with cultivating networks and relationships for years.

Great Lakes Logistical Experts are prepared with the business knowledge and experience to truly succeed in the cannabis industry.

AMY SUZANNE AZAR-SMITH

Great Lakes Logistica Experts, LLC, (GLLE) is a Michigan Limited Liability Company. GLLE was established under the leadership of Amy Smith.

Amy Azar-Smith is one of two founding owners of GLLE. Ms. Smith is a veteran businesswoman with 10 plus years of business experience.

Amy Azar-Smith has been the general manager of the operations of Alumitect an aluminum molding company. Alumitect is a family owner operation. Thus, as a family operation as general manager, her duties reached far beyond administrative responsibilities.

Her business experience consists of executive responsibilities.

- Responsible for the administrative duties of executing contracts with material purchasing and distribution of annual Sales exceeding $1million.
- Responsible for the management of corporate budgets for annual expenditures of the corporation for 10 years.
- 10 years of employee management and training for office and labor employment, including and not limited to employee evaluations.
- Responsible for the management of payroll and benefits for employees for 10 years.
- Administrative management and responsible for daily operations.
- Executed strategic planning of marketing and advertising strategies in order to increase market-share goals.
- Responsible for maintaining the Alumitect operations within industry standards and legal compliance.
- Served in leadership capacity directing the Alumitect staff for maximum labor performance.
- Served as Project administrator and manager to execute contracted projects.

- ❖ Amy Azar-Smith has been an important business attribute for Alumitect and its success for 10 years.

Azar Management

JAMES AZAR

James Azar is an accomplished management professional with 10 years of career progression in manufacturing operations. Proven effective leader skilled in development and oversight of high-performing, multi-disciplined and quality-oriented teams. Adept problem solver, employing creativity and innovation to overcome challenging and complex issues across employees, processes and costs.

Mr. Azar has been focused and meticulous in all financial and regulatory compliance objectives to strategically plan and execute budgets, forecasts, cost-reduction techniques and safety initiatives. He is an outstanding communicator and well-versed in employee, vendor and partner relations.

- P&L management
- Risk analysis and management
- SAP expertise
- Work-flow planning
- Proficient in Microsoft Office
- Budgeting and forecasting
- Strategic planning
- Superb time management skills
- Employee relations and conflict resolution
- Business operations
- Business planning

Mr. Azar has, previously, served as an Operations Manager for Alumitect Industries LLC.
As an Operation Manager for Alumitect Mr. Azar exhibited the following skills:

- Responsible establishing, enforcing and optimizing internal policies to maintain efficiency and responsiveness to demands.
- Conducted performance reviews each quarter, offering praise and recommendations for improvement.
- Devised, deployed and monitored processes to boost long-term business success and increase profit levels 12%.

- Implemented policies and standard operating procedures for continuous improvement.
- Evaluated upcoming program plans to forecast expected resource needs.
- Developed and implemented daily operations plans such as delivery routes, employee assignments and promotional strategies.
- Partnered with vendors and suppliers to effectively manage and budget for over $1,000,000 in inventory.

Mr. Azar served as a real estate agent for 3dx Real Estate LLC.

James Azar coordinated with prospective buyers regarding incentives from builder and new developments in surrounding real estate environment:

- Acted as liaison between buyers and sellers to ensure positive experiences for both parties
- Communicated with clients to understand property needs and preferences.
- Wrote effective listings detailing property features, resulting in 20% increase in showings.
- Developed and maintained list of available properties suited to different needs and budgets for both commercial and industrial use.
- Used MLS and other realtor databases to find properties for clients.
- Negotiated contracts on behalf of clients.
- Developed and maintained relationships with clients through networking, postcards and cold calling.

Also, James Azar previously held a Plant Manager position at Kux Industries, Inc.

As Plant Manager, Mr. Azar displayed the following professional skills:

- Optimized processes to maximize efficiency.
- Tracked data about all aspects of production to assess areas in need of improvement.

- Condensed multiple manufacturing shifts to one to streamline operations.
- Created new training program with focus on staff safety, food safety and production quality to achieve reduced labor costs and tighter control points.
- Organized and guided operations of production, processing and machinery according to business procedures and protocols.
- Implemented Just-In-Time methodology to help reduce WIP and waste.
- Maintained quality of product with robust inspections and assessment team.
- Managed over 30 employees for the day to day operations.

ANGELA AZAR

Angela Azar is a current business owner and operator for years.

Angela Azar currently owns and operates an independent salon operation within the Salon Sanjoy location in Ann Arbor, MI.

Mrs. Azar holds licenses in the cosmetology and yoga fields.

As a business owner Mrs. Azar has been exhibited the following business skills:

- Created and managed operations budgets and expenditures for the continued operations of her business.
- Responsible for developing marketing and advertising campaigns to improve business opportunities.
- Developed and maintained a robust clientele base to support her continued business success.
- Exhibited extensive interpersonal and mass communication skills.
- Independently operated the salon operation in compliance with State regulations controlling the comitology industry.

- Responsible for teamwork skills assisting other stylists within the Salon Sanjoy operation.

❖ Mrs. Azar has been trained and licensed in her respective industry and has maintained her independent business operation for 3 years.

BRIAN AZAR

Master Grower

Brian Azar is a master cannabis grower with over 10 years of growing experience. Mr. Azar has been a caregiver and patient since the enactment of the 2008 Michigan Medical Marihuana Program.

Brian Azar is a Grow Facility License Holder in the City of AuGres, MI. As a license holder who was granted temporary operations status in AuGres, MI, Mr. Azar has legally produced 100's of pounds generating nearly $1/2 million dollars.

Mr. Azar has been responsible for the following accomplishments:

- Building grow facilities.
- Advance cannabis strand knowledge.
- Successfully produced cannabis that passed the State of Michigan's testing requirements.
- Oversaw outdoor grow operations.
- Responsible for waste management.
- Managed grow chemicals to maintain cleanliness and sanitation.
- Oversaw the grow facility to avoid the use of prohibited chemicals and metals.

Mr. Azar is brother of Amy Suzanne Azar-Smith, James Azar, and brother-in-law to Angela Azar.

Brian Azar will provide outstanding grow master skills to the Great Lakes Logistical Experts grow facility.

ANGELA DIDONATO

Sales Manager

Is an experience professional with over 10 years of leadership experience with a Bachelor's degree from the University of Michigan in Organizational studies. Ms. DiDonato's skills are substantial in the areas of:

- Leadership in team-oriented environments.
- Quality Management to achieve an organization's financial and production goals.
- Resource Management for planning and project executions.
- Project Management in high impact professional environments.
- Employee Development with training highly skilled professionals in a Fortune 500 Company.
- Problem Solving, collaboration, planning, creating efficiencies as a commitment to achieving the company's goals.

As a Clinical Manager, Ms. DiDonato manages teams and other managers to coordinate accounts $million accounts for United Health Group, Pfizer, Roche Pharmaceuticals.

- As a Quality Management, Ms. DiDonato developed and maintained Standard Operating Procedures (SOPs) and Best Practices Guidelines,
- Responsible for Data Management, Statistical Analysis & Quality Management Plans, Quality Management Metrics.
- Oversaw client audits and client accounts of over $million.
- Responsible for the training and development for materials and individual training and development plans for staff for compliance with SOPs.
- Oversaw Project Management for more than 100 of global projects simultaneously managing quality, resources, timelines, budgets, internal and

external meetings, documentation, audits, client expectations and satisfaction

- Responsible for the planning and daily allocation of resources according to timelines, budgets & project & client needs.

BRANT A. JOHNSON, J.D., LLM & ASSOCIATES

Compliance Agent

- Oversees, assists, and consult with numerous businesses in the Michigan Medical Marihuana industry.
- Responsible for public and governmental relations relating to local ordinances and regulations.
- Responsible for cannabis businesses and individuals with strict compliance to restrictions of local ordinances and State laws.
- Develops cannabis ordinances with municipalities.
- A Juris Doctorate from Thomas M. Cooley Law School.
- An LLM in Corporate and Finance from Thomas M. Cooley Law School.
- A Communications Art Bachelor's Degree from Michigan State University.
- Passionately dedicated and committed to assisting cannabis businesses for many years and has been a business owner for over 10 years.

PLAN TO MINIMIZE EXPOSURE TO MINORS

Pursuant to the Michigan Medical Marihuana Act of 2008, marihuana may be used, possessed, and transferred without threat of prosecution for medical purposes only. GLLE understands that cannabis is also a Schedule 1 controlled substance. With such understanding that cannabis could be a threat to minors if used improperly, we are careful not to expose minors to cannabis products without adult supervision.

- Mrs. Azar-Smith is a mother of minors, so she is personally aware of minimizing the exposure of drugs to minors.

- Our facility will not allow minors admission without being accompanied an adult, who is related to such minor.

- We will not engage in marketing, advertising, and promotions that is targeted to minors nor attract minors.

- GLLE will include with all purchases a label stating, “not intended for minor use”.

- GLLE will not employ minors under any circumstances.

- GLLE will not allow minors to congregate on the premises of the facility under any circumstances with the accompaniment of an adult, related to the minor.

GLLE has a no tolerance policy regarding the exposure to minors, such that any employee violations of this policy will result in immediate termination.

April 19, 2020

Northfield Township Office
8350 Main St.
P.O. Box 576
Whitmore Lake, MI 48189
Phone: (734) 449-2880

Dear Official,

My name is James and Angela Azar as owners of 587 W. Northfield Church Road, Ann Arbor, MI 48105. I am writing you to confirm that James and Angela Azar, as Landowners, have executed a Landlord/Tenant Property Lease with Great Lakes Logistical Experts, LLC, known as GLLE, as Tenant, at the lease property located at 587 W. Northfield Church Road, Ann Arbor, MI 48105, known as Parcel #B-02-31-100-010.

As per our agreement, we are aware of the potential that GLLE intends to grow 500 medical marihuana plants at the above-mentioned property. We give GLLE permission and approval to participate with the Michigan Medical Marihuana Facilities program as a licensee on the premises.

We are pleased to be in the landlord/tenant lease contract with GLLE and look forward to continuing our relationship. Thank for the opportunity to communicate this information to you.

Thank you.

James and Angela Azar as owners of
587 W. Northfield Church Road,
Ann Arbor, MI 48105
(248) 504-9162
james@3dxonline.com

GREAT LAKES LOGISTICAL EXPERTS, LLC

ZONING COMPLIANCE AND SITE PLANS

Great Lakes Logistical Experts has included site plans for the proposed property located at parcel of B-02-31-100-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105.

According to Zoning Compliance Application requirements, Great Lakes Logistical Experts, LLC must provide information regarding its proposed facility.

Great Lakes Logistical Experts are seeking Zoning Compliance and a Conditional Use permit for a Class-A – 500 plant Medical Marihuana Cultivation Facility.

- ✓ **Great Lakes Logistical Experts' proposed facility is in an Agriculture Zone – "AR".**
- ✓ **Great Lakes Logistical Experts intend to construct an indoor facility to cultivate 500 plants.**
- ✓ **Complete proposed building plans are provided in the attached site plans.**
- ✓ **Great Lakes Logistical Experts intend to construct a steel agricultural building with its footprint, as shown in the attached site plans.**
- ✓ **The proposed agricultural building meets the 1000 ft isolation distance from schools, libraries, day cares and or parks.**
  - **Nearest School – 3,400 ft (Ann Arbor Christian School)**
  - **Nearest Church – 2,750 (Old St. Patrick Catholic Church)**

COMMUNITY BENEFITS AGREEMENT – 12/30/2019 DRAFT

This Agreement (the "Agreement") is entered into this ___ day of ____ 2019 by and between the Whitmore Lake Foundation for Educational Excellence (WLFEE), with a registered address of 5884 Katie Lane, Ann Arbor, MI, 48105 operating within (hereinafter the " Host Community Organization(s)"), and Great Lakes Logistical Experts, LLC, a duly organized Michigan limited liability company with a principal office address of P.O. Box 701224 Plymouth, MI, 48170, and intending to do business in the Northfield Township of Michigan community, with an operating parcel of B-02-31-1-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105 (the "Company").

WHEREAS, the Company to operate a Medical Marihuana Cultivation Facility ("MMCF") facility for the purpose of the cultivation of medical marihuana and medical marihuana products at B-02-31-1-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105 in the Township (the "Premises"), currently pursuant to regulations issued by the State of Michigan Licensing and Regulatory Affairs ("LARA") and the Township of Northfield enacted in connection with Medical Marihuana Facilities Licensing Act, 2016 PA 281 and through an enacted ordinance, Northfield Township of Washtenaw County, MI, Ordinance No. 19-67 and Ordinance No. 19-72, and the Northfield Township of Washtenaw County, MI, Zoning Ordinance 19-66 (the "Establishment"), which shall include current operations and operations as they may be expanded); and

WHEREAS, a Marihuana Business Voluntary Local Development Agreement (MBVLDA) and a Community Benefits plans provided that the parties shall negotiate the terms in the event that it becomes permissible under Michigan and Northfield Township laws for the Company to cultivate medical marihuana at the Establishment for purposes other than the medical use authorized by its Michigan Licensing and Regulatory Affairs license ("LARA"); and the Township of Northfield, acting by and through its Northfield Township Board of Trustees located at Northfield Township Offices, 8350 Main St. Whitmore Lake, MI 48189.

WHEREAS, the Company intends to make certain payments and provide in-kind contributory services to the Whitmore Lake Foundation for Educational Excellence (WLFEE) community organization, within the Company's operating area and pursuant to Northfield Township's Ordinance No. 19-67, the Scoring Rubric, and the Marihuana Business Voluntary Local Development Agreement (The community benefits the applicant intends to provide, if any, defined for the purposes of this section as any tangible service or investment that benefits the surrounding neighborhood or the Township in general) to address direct or secondary impacts of the Company's operations within the Township pursuant to applicable Michigan law and LARA regulations while it operates the current MMFLA, as well as in the event that it receives a LARA Marihuana Cultivation Facility license; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of the local ordinances pertaining to community benefits agreements between host neighboring communities and medical marihuana cultivation facilities, including, but not limited to, Northfield Township Ordinance 19-67 & MCL 333.27205(3) Marihuana facility; ordinance; requirements; and

WHEREAS, the parties seek to establish financial commitments to the Host Community Organization in this Community Benefits Agreement for the purposes set forth in Ordinance 19-67 herein;

WHEREAS, representatives of the Company have met with Host Community Organization, where community benefits agreements were discussed, and received feedback in connection with them; and

WHEREAS, the Company requests that the Host Community Organization(s) enter into a community benefits agreement with it prior to the Company applying to Northfield Township to initiate the Establishment's operations will be considered;

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the Company and the Host Community Organization(s) hereby agree as follows:

1. Annual Payment

The Company agrees to provide the following Annual Payment for each year this Agreement is in effect.

a. Subject to Ordinance No. 19-67 and the MBVLDA below, the Company shall make Annual Payments in an amount equal to 3% of the Company's net revenue from marihuana and marihuana product sales at the Establishment. The Annual Payment shall be due no later than December 31st of the calendar year.

b. To demonstrate good faith effort to the Host Community Organization(s) prior to the commencement of sales of medical marihuana and medical marihuana products at the Establishment ("Opening Date"), the company will provide an upfront payment to the total amount of $5,000 upon Northfield Township Medical Marihuana permit approval.

c. Regarding any year of operation for the Establishment, which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.

d. Payments.

- The Company shall make the Annual Payments set forth in Section 2, above, to the Host Community Organization(s). The Treasurer of the Host Community Organization(s) shall receive and hold the Annual Payments in conformity with applicable law, for the purposes of addressing the potential public health, safety, and other effects or impacts of the Establishment on the Township and on municipal programs, services, personnel, and facilities. The Host Community Organization(s) may expend the Annual Payments at its sole and absolute discretion. Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Host Community Organization(s), including but not limited to local drug abuse prevention/treatment/education programs, workforce development programs and community development programs.

- To the extent that any payments hereunder are deemed not enforceable or not required, the Company agrees to voluntarily donate or gift such payments to the Township.

2. Annual Filing

The Company shall notify the Host Community Organization(s) when the Company commences cultivation at the Establishment and shall submit annual Community Benefit Agreement Activity reports to the Host Community Organization(s) on or before the 6th Month, which shall include certification of financial contributions from the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the State of Michigan. All records shall be retained for a period of at least seven (7) years.

3. Company Commitments pertaining to the Establishment's Operations.

a. The Company's operations at the Establishment shall be limited to those permitted by a LARA Marihuana Cultivator license pertaining to the Establishment and to the parcel of B-02-31-1-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105

b. A Manager or Alternate Manager must be on the Premises during the Establishment's hours of operation. In the event of an emergency, the Manager or Alternate manager on site who needs to leave the premises shall designate an Alternate Manager to act as the temporary manager on duty. A written record shall be kept which identifies the Manager or Alternate Manager on duty for each shift. The Manager or Alternate Manager on duty shall have total responsibility for the proper operation of the Establishment's premises and operations.

c. In the event the Company wishes to close the Establishment or cease its operations under its LARA's Medical Marihuana Cultivation license or the Northfield Township Medical Marihuana license, whether on a temporary or permanent basis, it must provide thirty (30) days advance notice in writing to the Host Community Organization (s) of its intent to close or cease operations, stating the reason(s) therefor and any plans to reopen, including the date of reopening. The Company shall be responsible for the Annual Payments in Section 2 and donation in Section 6 unless the cessation of operations is notified as a permanent cessation, in which case, the Company shall be responsible for a prorated portion of such Payments and donation through the date of the cessation of operations.

d. The Establishment's operations under the Company's applicable Marihuana Cultivator license shall be conducted within a building.

e. The Company shall maintain a designated patient/handicap parking within the Establishment's parking lot.

f. The Company shall not permit any disorder, disturbance, or illegality under State or local law of any kind at the Establishment and on the Premises.

g. Establishment shall make reasonable efforts to ensure that its operations shall not result in illegal distribution under State or local law of marihuana or marihuana products obtained from the Establishment, or in use of marihuana or marihuana products in any manner that violates State or local law.

h. Establishment operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding its premises and adjacent properties. “Nuisance” includes, but is not limited to, disturbances of the peace, open public consumption of marihuana or marihuana products, excessive pedestrian or vehicular traffic, odors emanating from the Establishment’s premises, electrical lighting, illegal drug activity under State or local law, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of State traffic laws and regulations and/or Department of Transportation Rules and Regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public way (sidewalks and streets), collisions between vehicles, bicyclists, and pedestrians, lewd conduct or police detentions and arrests.

i. The Company shall not supply marihuana products free of charge or as otherwise prohibited by. Prohibited endeavors shall include, but are not limited to, product “giveaways”, gifts, coupons, free or donated marihuana or the distribution of marihuana products as an incentive, prize or bonus in a game contest or tournament involving skill or chance.

j. The Company shall maintain compliance with any Township Police Department-approved security and public safety plan as the Police Department may require (which the Police Department may amend in its sole discretion) in connection with the Premises or the Establishment’s operations.

4. Other Engagement Activities

The Company intentionally plans to engage in direct community activities that will add tangible, transformative impacts upon the employment, property value, educational attainment and mobility of the Host Community Organization(s) service area and the greater 48105, 48189, and 48178 zip code region. Company will pay any and all fees associated with its involvement and support of these direct activities, included but not limited to:

● Provide supplemental security and maintenance services to support the surrounding residential communities

● Provide in-kind contribution and volunteer manpower support for park and recreational programs and functions

● Provide up to 300 volunteer hours to support community improvement, faith based, educational system and public health and safety projects

● Good faith local hiring practices - will demonstrate plans to reflect good faith efforts to employ staff comprised of;

1) At least ten percent (30%) local residents from the Host Community Organization(s) service area

2) at least thirty-five percent (35%) local residents in census tracts identified by the Township as having higher than average unemployment, poverty rates, crime, or child death rates and faces at least one of the following barriers to employment:

▪ is homeless;

▪ is a custodial single parent;

▪ is receiving public assistance;

▪ lacks a GED or high school diploma;

▪ has a criminal record or other involvement with the criminal justice system;

▪ suffers from chronic unemployment;

▪ is emancipated from the foster care system;

▪ is a veteran; or

▪ is over 65 years of age and is financially compromised.

▪ attended a low performing K-12 school in or near a federal poverty area for at least four grade levels.

▪ Is economically disadvantaged with an income below 200 percent of the federal poverty level

● Good faith contracting practices – will demonstrate plans to reflect good faith efforts to purchase 30% of the Company's goods and/or services from local business enterprises from the Host Community Organization(s) Township and from businesses that face at least one of the following barriers to contracting:

1) Is economically disadvantaged with an income below 200 percent of the federal poverty level

2) Is demonstrably linked to populations and neighborhoods that were negatively and disproportionately impacted by cannabis-related criminalization

3) Lacks a GED or High School diploma

4) Is a veteran

5) Is demonstrably linked to populations and neighborhoods that were negatively and disproportionately impacted by predatory lending practices

To the extent permitted by law, the Company will make commercially reasonable efforts in a legal and non-discriminatory manner to recruit local businesses, suppliers, contractors, builders, vendors and employees in connection with the Establishment's construction, maintenance and operations The Company will voluntarily provide reporting on hiring and contracting practices at

the 6th month date from licensing approval and upon the time of applicant license renewal with the Township to both the Township and the Host Community Organization(s).

5. Host Community Organization Commitment

a. Utilize any and all donations of the Company for the benefit of Whitmore Lake Public Schools and School district.

b. All of Company donations are to be distributed directly to the Host Community Organization for the purpose of the benefit of the Whitmore Lake School District.

c. The Host Community Organization shall provide the Company with a detailed accounting of its distribution of the Company's donations to the Company twice a year; the 6th Month and the 12 Month of its designated Fiscal Calendar Year.

d. If the Host Community Organization shall cease its operations, it shall, within 30 days prior to cessation, directly and effectively communicate with the Company of its cessation.

6. Term and Termination

Except for Section 2(c), which takes effect upon execution of this Agreement, this Agreement shall take effect on the day after Opening Date, subject to the contingencies noted herein. This Agreement shall continue in effect for a period of three (3) years from the day after the Opening Date or until the permanent cessation of operations at the Establishment, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall renegotiate a new Community Benefits Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Township or in any way loses or has its license revoked by the State, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under Section 2 above. The Host Community Organization(s) may terminate this Agreement at any time.

7. Governing Law

This Agreement shall be governed in accordance with the laws of the State of Michigan and venue for any dispute hereunder shall be in the courts of Washtenaw County.

8. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the Host Community Organization(s), prior to the effective date of the amendment.

9. Severability

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and

enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

10. Covenant Not to Sue/Indemnification

The Parties agree it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the enforceability and/or validity of this Agreement is challenged by the one of the parties in any agency or court of competent jurisdiction, the pursuant party shall indemnify, defend and hold the defendant party harmless and shall pay for all reasonable fees and costs, including attorneys' fees and costs at a rate customary for private municipal counsel work, incurred by the defending party as the result of an decision in favor of the defending party.

The Company acknowledges that its operations pursuant to State licenses to cultivate medical marihuana is as permitted under the laws and regulations of the State of Michigan and that such activities are currently illegal under the Federal laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to the current inconsistency of its operations with federal law or otherwise.

- The Company shall indemnify, defend and hold the Host Community Organization harmless the Host Community Organization(s) in enforcing this Agreement.

11. Successors/Assigns

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Host Community Organization(s), and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Host Community Organization(s) and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Township.

12. Headings

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

13. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

14. Signatures

Electronic media means of signatures affixed to this Agreement shall have the same weight and authority as an original signature.

15. Entire Agreement

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Notices

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To the HCO: **Whitmore Lake Foundation for Educational Excellence**

To Company: **Great Lakes Logistical Experts, LLC**

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

Whitmore Lake Foundation for Educational Excellence

/s/ _____ _____

Signature Print Name (Title)

Great Lakes Logistical Experts, LLC

/s/ _____ _____

Signature Print Name (Title)

L: 5313 P: 137 6479883 D
07/29/2019 11:52 AM Total Pages: 3
Lawrence Kestenbaum, Washtenaw Co

Quitclaim Deed

KNOW ALL MEN BY THESE PRESENTS THAT:

Angela Gean DiDonato, female, of 10419 Lakeview Ct, Whitmore Lake, MI 48189, USA, (the "Grantor"), conveys, as well as quitclaim, unto James D Azar, of 2852 Barclay Way, Ann Arbor, MI 48105, USA, Angela Azar, of 2852 Barclay Way, Ann Arbor, MI 48105, USA, and Angela Gean DiDonato, of 10419 Lakeview Ct, Whitmore Lake, MI 48189, USA, (collectively the "Grantee"), the following described premises situated in the County of Washtenaw and State of Michigan:

Northfield township

W.D. L2562 P439 **FROM 0231100005 07/16/92 **FROM 0231100008 07/16/92 NO 31-5A BEG AT NE COR SEC 31, TH S 00-19-42 W 2661.86 FT, TH S 89-34-05 W 327.33 FT, TH N 00-19-42 E 2664.33 FT, TH N 90-00-00 E 327.31 FT TO POB. PT OF NE 1/4 SEC 31, T1S-R6E. 20.01 AC.

This deed conveys all the right, title, interest and claim which the Grantor has in and to the described parcel of land, subject to any and all easements and building and use restriction of record, for the sum of $ Ø, the receipt of which is hereby acknowledged. The Grantor declares the property transfer is exempt from tax pursuant to MCL 207.526(6)(a) and MCL 207.505(5)(a).

Dated this 1st day of July, 2019.

Signed in the presence of: AA

Angela Gean DiDonato

Time Submitted for Recording
Date 7-29-20 19 Time 11:50 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

(15)

Grantor Acknowledgement

STATE OF MICHIGAN

COUNTY OF Washtenaw

I Jonathan Carey, a Notary Public in and for said County and State, do hereby certify that on this 1st day of July, 2019, before me appeared Angela Kean DiDonato, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and being by me duly sworn, acknowledged to me that as a free and voluntary act and deed, the Grantor executed said instrument, for the uses and purposes set forth within this Quitclaim Deed.

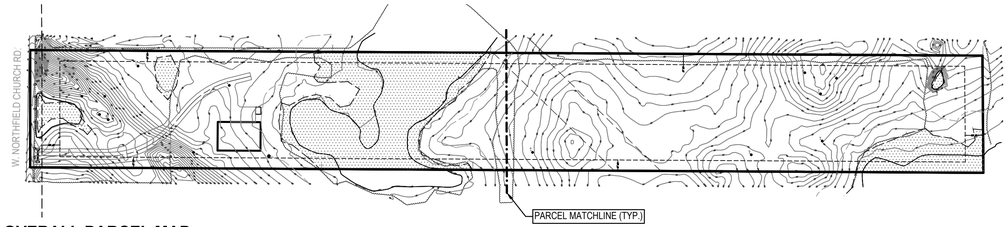
Notary Public, the State of Michigan
Jonathan P. Carey

My commission expires: 01/12/2020
Commissioned in Lenawee

Acting in the County of Washtenaw.

JONATHAN P CAREY
Notary Public - State of Michigan
County of Lenawee
My Commission Expires Jan 12, 2020
Acting in the County of Washtenaw

When Recorded Return to: James D Azar, 2852 Barclay Way, Ann Arbor, MI 48105, USA	Send Subsequent Tax Bills to: James D Azar, 2852 Barclay Way, Ann Arbor, MI 48105, USA	Drafted by: James D Azar, 2852 Barclay Way, Ann Arbor, MI 48105, USA
Tax Parcel #: B00231100010	Recording Fee: $_____	Transfer Tax: $_____



OVERALL PARCEL MAP

1" = 200'

TEST PIT LOGS

Approved Locations:

Test Pit 1

0' - 1'	Topsoil, Loam
1' - 5'	Clay loam, Brown/Gray Mottled into Topsoil, No H20

Test Pit 2

0' - 1'	Topsoil, Loam
1' - 7'	Sandy clay loam, Brown
7' - 8.5'	Loamy sand, Brown
8.5' - 12'	Loamy clay, Brown No Mottling, No H20

Test Pit 3

0' - 1'	Topsoil, Loam
1' - 7'	Sandy clay loam, Brown
7' - 8.5'	Fine sand, Brown
8.5' - 12'	Clay loam, Brown
12' - 13'	Gray clay Mottling 8', No H20

Test Pit 4

0' - 0.5'	Topsoil, Loam
0.5' - 12'	Clay loam
12' - 20'	Gray clay Mottling 0.5', No H20

Approved Locations:

Test Pit A

0' - 1'	Topsoil, Loam
1' - 13'	Sandy clay loam, Brown
13' - 17'	Loamy sand, Brown
17' - 18'	Medium sand, Brown
18' - 19'	Sandy clay loam, Brown No Mottling, No H20

Test Pit B

0' - 1'	Topsoil, Loam
1' - 8.5'	Sandy clay loam, Brown
8.5' - 11'	Loamy sand, Brown
11' - 17'	Gray clay
17' - 20'	Medium sand, Brown/Tan No Mottling, No H20

Test Pit C

0' - 0.5'	Topsoil, Loam
0.5' - 10'	Sandy clay loam, Brown
10' - 13'	Loamy sand, Brown
13' - 16'	Medium sand, Brown/Tan No Mottling, No H20

REQUIRED ISOLATION DISTANCES

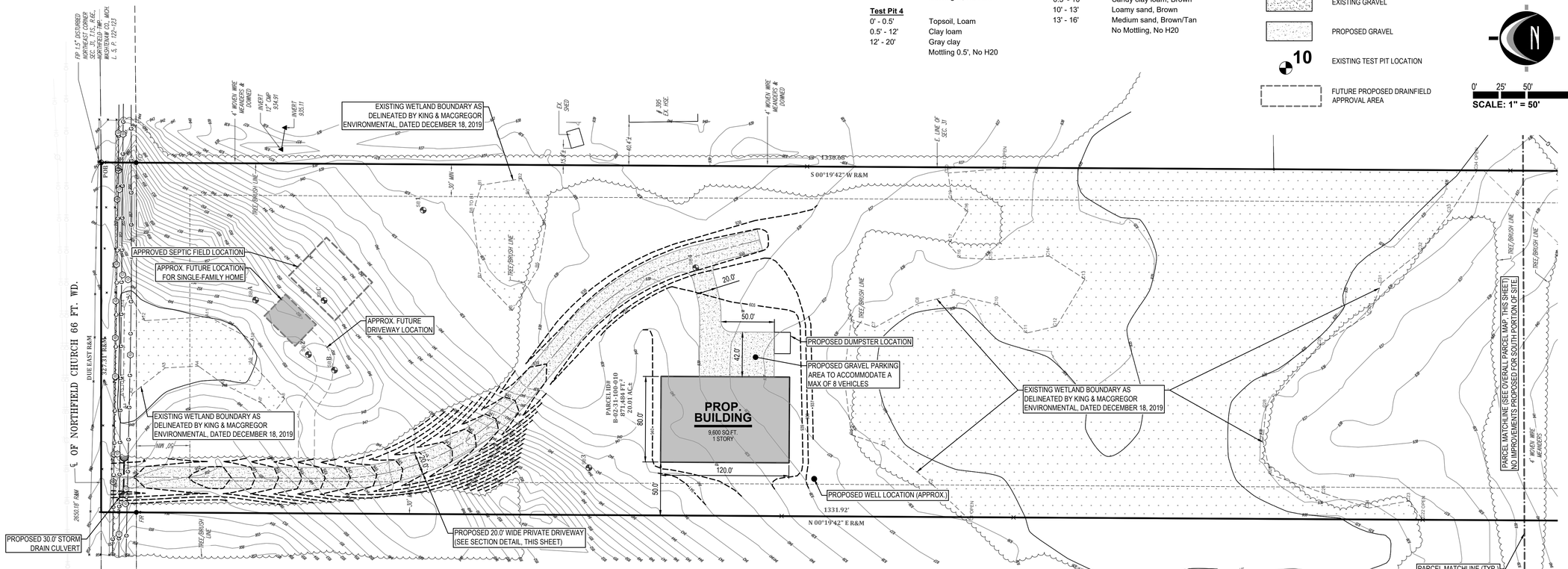
ISOLATION	SEPTIC TANK	DRAINFIELD	WELL
PROPERTY LINE	10 FT	10 FT	-
BUILDING FOUNDATION (NO BASEMENT)	5 FT	10 FT	3 FT
BASEMENT WALL	10 FT	15 FT	3 FT
RESIDENTIAL WATER SUPPLY (25 FT OR DEEPER)	50 FT	100 FT	-
LAKE OR STREAM	25 FT	50 FT	-

LEGEND

- EXISTING GRAVEL
- PROPOSED GRAVEL
- 10 — EXISTING TEST PIT LOCATION
- FUTURE PROPOSED DRAINFIELD APPROVAL AREA

0' 25' 50' 100'

SCALE: 1" = 50'



LEGAL DESCRIPTION

PARCEL ID# B-02-31-100-010

A PARCEL OF LAND BEING PART OF THE NORTHEAST ¼ OF SECTION 31, TOWN 1 SOUTH, RANGE 6 EAST, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 19 MINUTES 42 SECONDS WEST 2661.36 FEET (RECORDED AS 2661.86 FEET) ALONG THE EAST LINE OF SAID SECTION 31 TO THE EAST ¼ CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 34 MINUTES 05 SECONDS WEST 327.33 FEET ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 31; THENCE NORTH 00 DEGREES 19 MINUTES 42 SECONDS EAST 2663.86 FEET (RECORDED AS 2664.33) PARALLEL WITH THE EAST LINE OF SAID SECTION 31, TO A POINT ON THE NORTH LINE OF SAID SECTION 31, SAID LINE ALSO BEING THE CENTERLINE OF WEST NORTHFIELD CHURCH ROAD (66 FEET WIDE); THENCE DUE EAST 327.31 FEET ALONG SAID NORTH LINE AND CENTERLINE TO THE POINT OF BEGINNING. CONTAINING 20.01 ACRES OF LAND MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET THEREOF FOR NORTHFIELD CHURCH ROAD. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

SITE NOTES

1. THE PROPOSED AGRICULTURAL BUILDING MEETS THE 1000 FT. ISOLATION DISTANCE FOR SCHOOLS, LIBRARIES, DAY CARES AND OR PARKS.
   NEAREST SCHOOL = 3,440 FT. (ANN ARBOR CHRISTIAN SCHOOL)
   NEAREST CHURCH = 2,750 FT. (OLD ST. PATRICK CATHOLIC CHURCH)
2. SUMMARY OF LAND USE:
   A) TOTAL ACREAGE = 20.01 ACRES (871,635 SQ.FT.)
   B) AREA OF PROPOSED BUILDING = 9,600 SQ.FT.
   C) LOT COVERAGE = 1.1%
   D) FLOOR AREA RATIO = 1.1%
   E) GROSS GRAVEL AREA = APPROX. 18,050 SQ.FT.

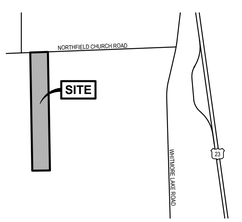
PROJECT NARRATIVE

PROPOSED 680.0' LONG PRIVATE DRIVEWAY WITH 60.0' T-TURN FOR EMERGENCY VEHICLES, SERVICING A PROPOSED 80.0 x 120.0" STEEL AGRICULTURAL BUILDING.

DESIGN TEAM CONTACTS

APPLICANT
GREAT LAKES LOGISTICAL EXPERTS LLC
P.O. BOX 701224
PLYMOUTH, MI 48170

ENGINEER/SURVEYOR
NEDERVELD, INC.
3037 MILLER RD.
ANN ARBOR, MI 48103
P: 734.929.6963
ATTN: JASON VAN RYN, PE



LOCATION MAP

1" = 2000'

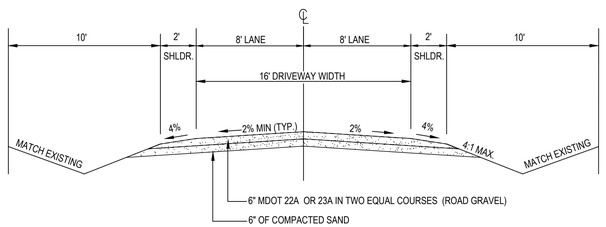
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Br	Brookston loam	7.0	27.7%
CoB	Conover loam, 0 to 4 percent slopes	6.2	24.4%
CpA	Conover-Brookston loams, 0 to 2 percent slopes	3.2	12.5%
WawaB	Wawasee loam, 0 to 12 percent slopes	8.9	35.4%
Totals for Area of Interest		25.2	100.0%



SOIL SURVEY FROM U.S. SOIL CONSERVATION SERVICE

N.T.S.



GRAVEL DRIVEWAY CROSS-SECTION DETAIL

N.T.S.

NEDERVELD
www.nederveld.com
800.222.1868
ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963
CHICAGO
COLUMBUS
GRAND RAPIDS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:
Great Lakes Logistical Experts LLC

P.O. Box 701224
Plymouth, MI 48170

REVISIONS:

Title:		
Drawn:	Checked:	Date:

W. NORTHFIELD CHURCH ROAD

Site Layout Plan

PART OF THE NORTHEAST 1/4 OF SECTION 31, T1S, R6S, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
JASON L. VAN RYN
ENGINEER
No. 54207
LICENSED PROFESSIONAL ENGINEER

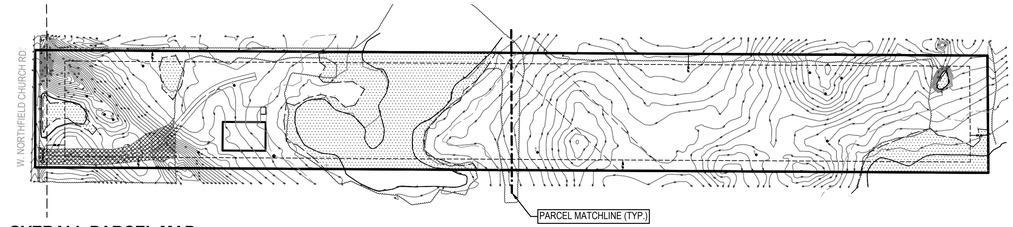
PROJECT NO: 19500114

SHEET NO: C-205

SHEET: 1 OF 1

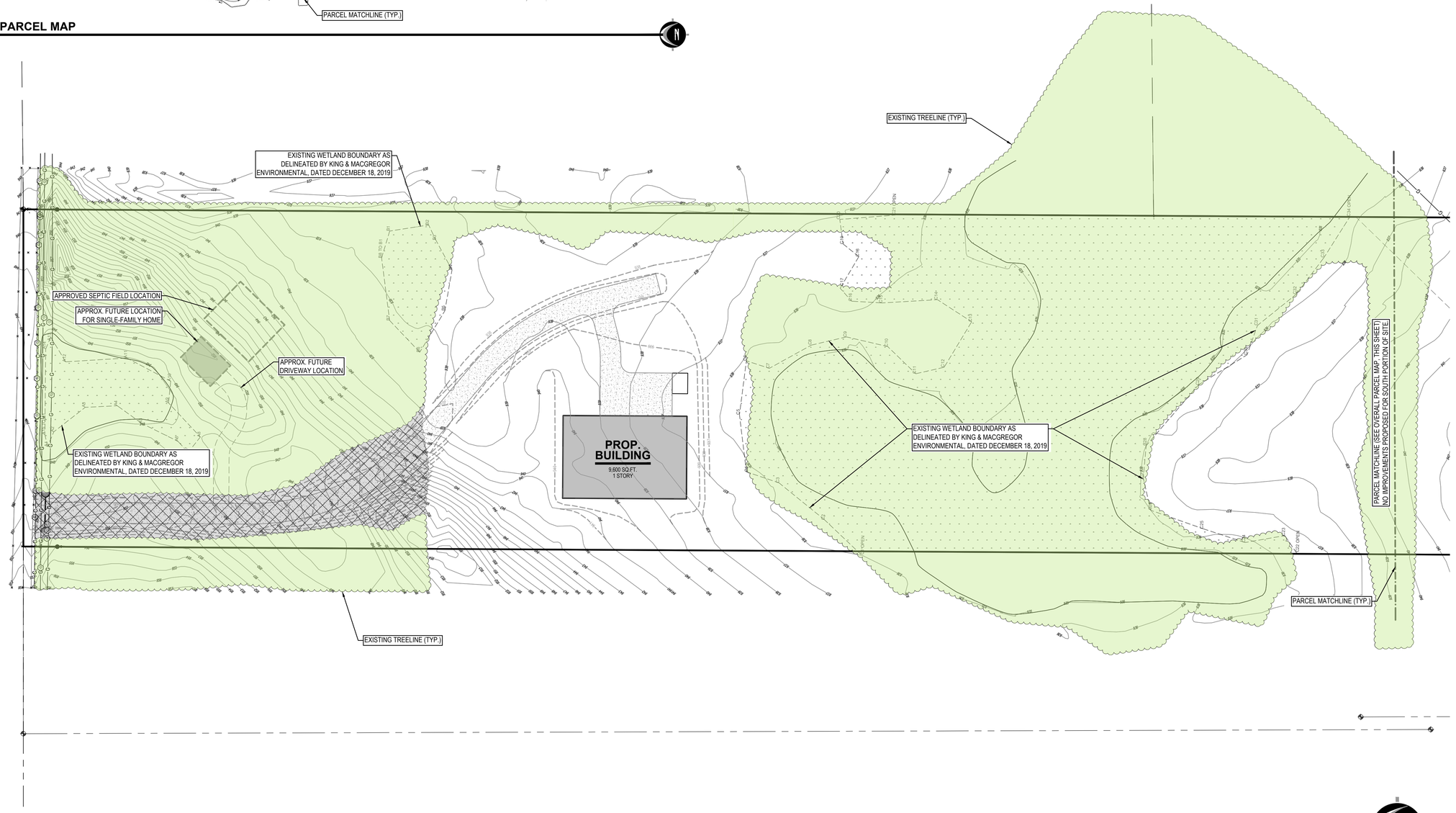
19500114-PREL1-MAIN(LIMA).dwg BC 4/27/2020 12:21

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OVERALL PARCEL MAP

1" = 200'



LEGEND

- EXISTING TREELINE TO REMAIN
- EXISTING TREELINE TO BE REMOVED

0' 25' 50' 100'

SCALE: 1" = 50'

NEDERVELD
www.nederveld.com
800.222.1868
ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963
CHICAGO
COLUMBUS
GRAND RAPIDS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Great Lakes Logistical Experts LLC

P.O. Box 701224
Plymouth, MI 48170

REVISIONS:

Title:
Drawn: Checked: Date:

W. NORTHFIELD CHURCH ROAD

Natural Features Plan

PART OF THE NORTHEAST 1/4 OF SECTION 31, T1S, R6S, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
JASON L. VAN RYN
ENGINEER
No. 54207
LICENSED PROFESSIONAL ENGINEER

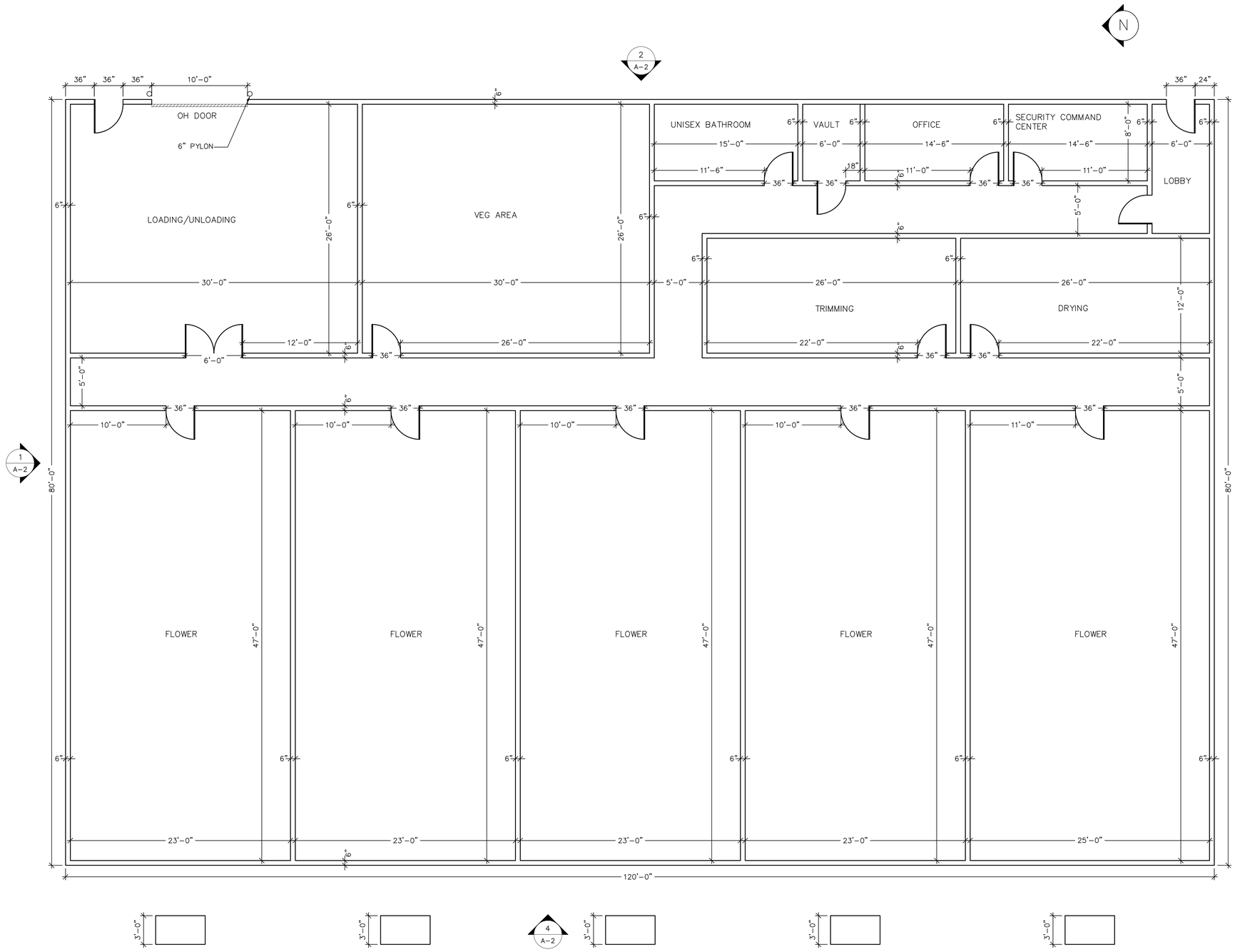
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SHEET NO: C-206

SHEET: 1 OF 1

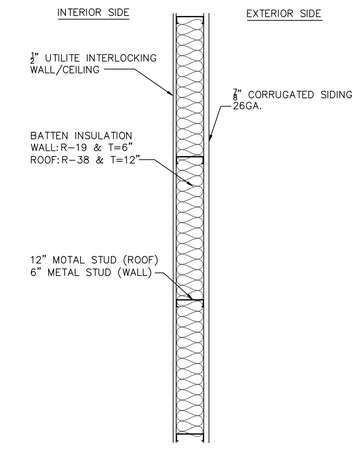
19500114-PREL1-MASUANA.dwg BC 4/27/2020 12:21

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NOTE:

(1) GROSS FLOOR AREA 9600 Sq.Ft.
(2) USABLE FLOOR AREA 7915 Sq.Ft.
(3) NUMBER OF EMPLOYEES AT PEAK USAGE = 6



1 A-1 FLOOR PLAN
SCALE: 3/16"=1'-0" ARCH REF:

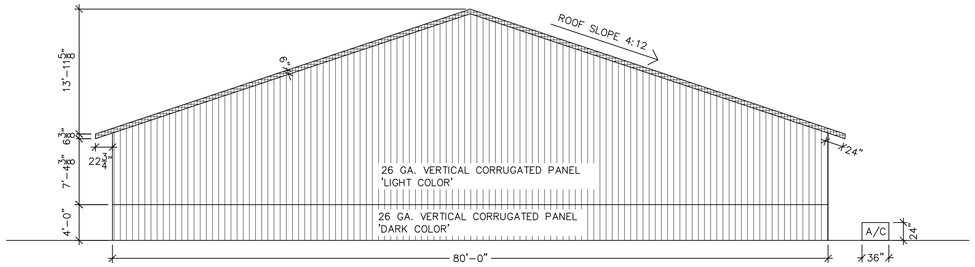
2 A-1 TYPICAL EXTERIOR WALL/ROOF SECTION
SCALE: 1"=1'-0" ARCH REF:

ALUMITECT INDUSTRIES, L.L.C.
7941 Salem Rd. PO Box 75193 Salem, MI 48175 • Phone: 248-468-9300 • Fax: 888-576-9521
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GLLE GROW FACILITY
NORTHFIELD TOWNSHIP, MI

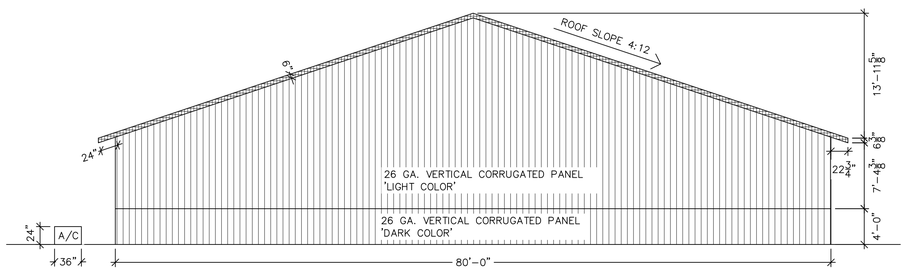
Revisions:				
Project no. 20001	Drawn by: MA	Date: 042520	Checked by: X	Date: X

Sheet no:
A-1



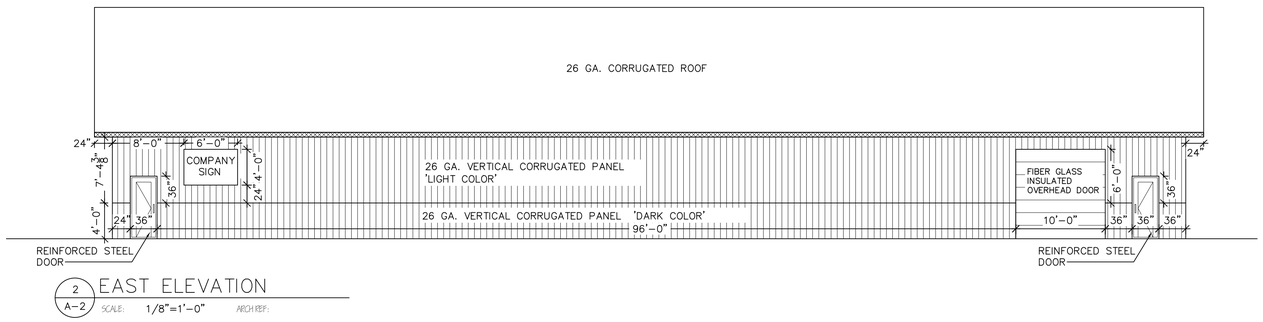
1 A-2 NORTH ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:



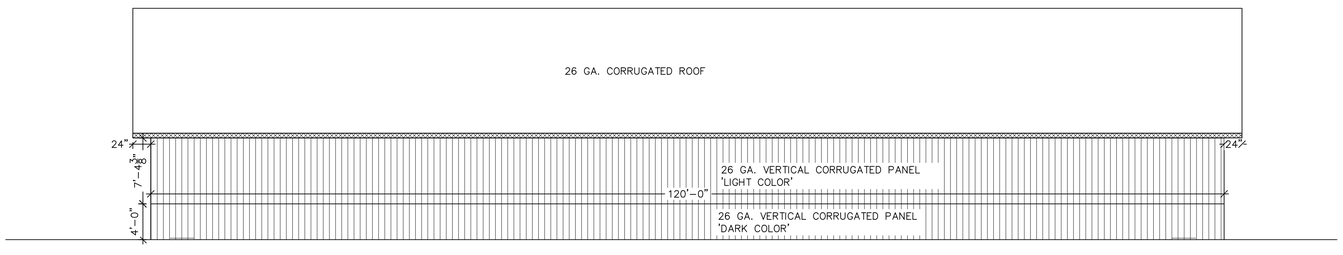
3 A-2 SOUTH ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:



2 A-2 EAST ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:



4 A-2 WEST ELEVATION

SCALE: 1/8"=1'-0" ARCH REF:

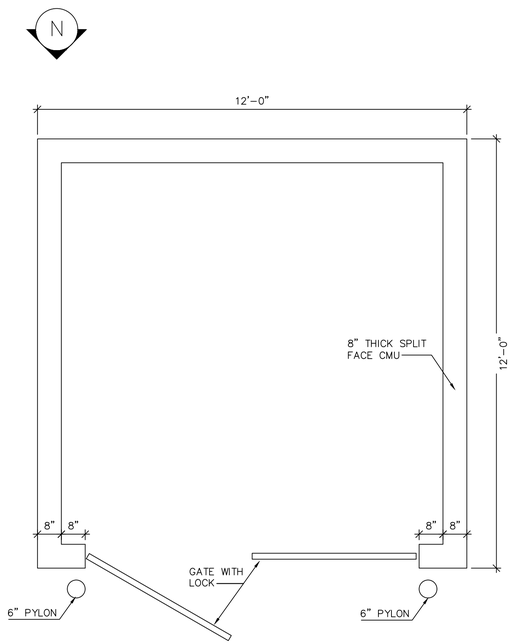
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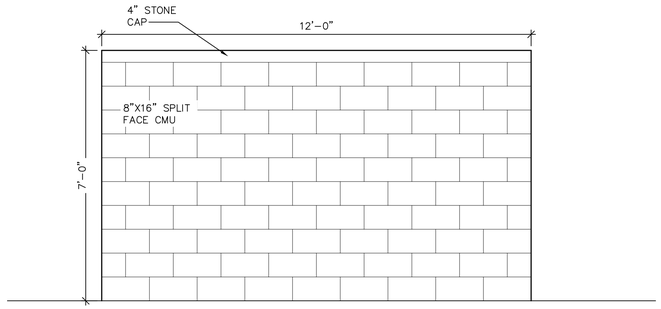
Revisions:				
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Sheet no:

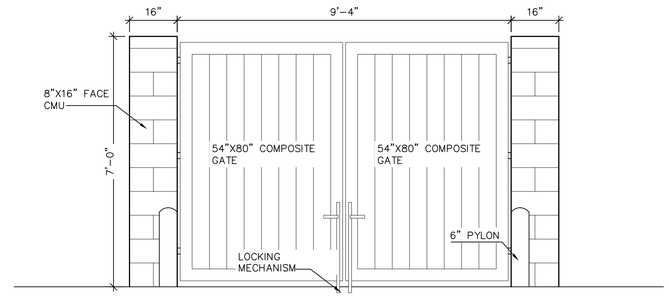
A-2



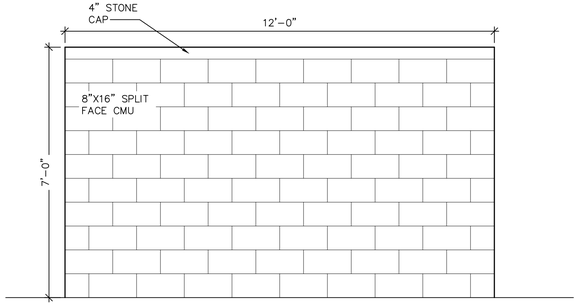
1 A-3 DUMPSTER FLOOR PLAN
SCALE: 1/2"=1'-0" ARCH REF:



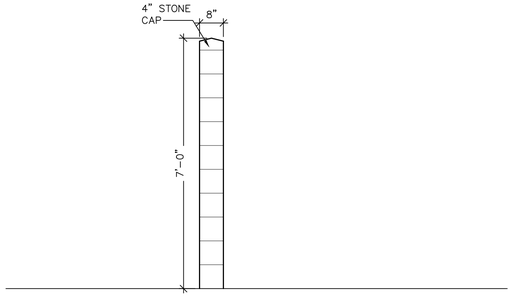
2 A-3 DUMPSTER ENCLOSURE EAST/WEST ELEVATION
SCALE: 1/2"=1'-0" ARCH REF:



3 A-3 DUMPSTER ENCLOSURE NORTH ELEVATION
SCALE: 1/2"=1'-0" ARCH REF:



4 A-3 DUMPSTER ENCLOSURE SOUTH ELEVATION
SCALE: 1/2"=1'-0" ARCH REF:



5 A-3 DUMPSTER ENCLOSURE CUT SECTION
SCALE: 1/2"=1'-0" ARCH REF:

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GLLE GROW FACILITY
NORTHFIELD TOWNSHIP, MI

Revisions:

Project no.	20001
Drawn by:	MA
Date:	042520
Checked by:	X
Date:	X

Sheet no:

A-3

COMMUNITY BENEFITS AGREEMENT – 12/30/2019 DRAFT

This Agreement (the "Agreement") is entered into this ___ day of ____ 2018 by and between the Whitmore Lake Foundation for Educational Excellence (WLFEE), with a registered address of 5884 Katie Lane, Ann Arbor, MI, 48105 operating within (hereinafter the " Host Community Organization(s)"), and Great Lakes Logistical Experts, LLC, a duly organized Michigan limited liability company with a principal office address of P.O. Box 701224 Plymouth, MI, 48170, and intending to do business in the Northfield Township of Michigan community, with an operating parcel of B-02-31-1-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105 (the "Company").

WHEREAS, the Company to operate a Medical Marihuana Cultivation Facility ("MMCF") facility for the purpose of the cultivation of medical marihuana and medical marihuana products at B-02-31-1-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105 in the Township (the "Premises"), currently pursuant to regulations issued by the State of Michigan Licensing and Regulatory Affairs ("LARA") and the Township of Northfield enacted in connection with Medical Marihuana Facilities Licensing Act, 2016 PA 281 and through an enacted ordinance, Northfield Township of Washtenaw County, MI, Ordinance No. 19-67 and Ordinance No. 19-72, and the Northfield Township of Washtenaw County, MI, Zoning Ordinance 19-66 (the "Establishment"), which shall include current operations and operations as they may be expanded); and

WHEREAS, a Marihuana Business Voluntary Local Development Agreement (MBVLDA) and a Community Benefits plans provided that the parties shall negotiate the terms in the event that it becomes permissible under Michigan and Northfield Township laws for the Company to cultivate medical marihuana at the Establishment for purposes other than the medical use authorized by its Michigan Licensing and Regulatory Affairs license ("LARA"); and the Township of Northfield, acting by and through its Northfield Township Board of Trustees located at Northfield Township Offices, 8350 Main St. Whitmore Lake, MI 48189.

WHEREAS, the Company intends to make certain payments and provide in-kind contributory services to the Whitmore Lake Foundation for Educational Excellence (WLFEE) community organization, within the Company's operating area and pursuant to Northfield Township's Ordinance No. 19-67, the Scoring Rubric, and the Marihuana Business Voluntary Local Development Agreement (The community benefits the applicant intends to provide, if any, defined for the purposes of this section as any tangible service or investment that benefits the surrounding neighborhood or the Township in general) to address direct or secondary impacts of the Company's operations within the Township pursuant to applicable Michigan law and LARA regulations while it operates the current MMFLA, as well as in the event that it receives a LARA Marihuana Cultivation Facility license; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of the local ordinances pertaining to community benefits agreements between host neighboring communities and medical marihuana cultivation facilities, including, but not limited to, Northfield Township Ordinance 19-67 & MCL 333.27205(3) Marihuana facility; ordinance; requirements; and

WHEREAS, the parties seek to establish financial commitments to the Host Community Organization in this Community Benefits Agreement for the purposes set forth in Ordinance 19-67 herein;

WHEREAS, representatives of the Company have met with Host Community Organization, where community benefits agreements were discussed, and received feedback in connection with them; and

WHEREAS, the Company requests that the Host Community Organization(s) enter into a community benefits agreement with it prior to the Company applying to Northfield Township to initiate the Establishment's operations will be considered;

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the Company and the Host Community Organization(s) hereby agree as follows:

1. Annual Payment

The Company agrees to provide the following Annual Payment for each year this Agreement is in effect.

a. Subject to Ordinance No. 19-67 and the MBVLDA below, the Company shall make Annual Payments in an amount equal to 3% of the Company's net revenue from marihuana and marihuana product sales at the Establishment. The Annual Payment shall be due no later than December 31st of the calendar year.

b. To demonstrate good faith effort to the Host Community Organization(s) prior to the commencement of sales of medical marihuana and medical marihuana products at the Establishment ("Opening Date"), the company will provide an upfront payment to the total amount of $5,000 upon Northfield Township Medical Marihuana permit approval.

c. Regarding any year of operation for the Establishment, which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.

d. Payments.

- The Company shall make the Annual Payments set forth in Section 2, above, to the Host Community Organization(s). The Treasurer of the Host Community Organization(s) shall receive and hold the Annual Payments in conformity with applicable law, for the purposes of addressing the potential public health, safety, and other effects or impacts of the Establishment on the Township and on municipal programs, services, personnel, and facilities. The Host Community Organization(s) may expend the Annual Payments at its sole and absolute discretion. Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Host Community Organization(s), including but not limited to local drug abuse prevention/treatment/education programs, workforce development programs and community development programs.

- To the extent that any payments hereunder are deemed not enforceable or not required, the Company agrees to voluntarily donate or gift such payments to the Township.

2. Annual Filing

The Company shall notify the Host Community Organization(s) when the Company commences cultivation at the Establishment and shall submit annual Community Benefit Agreement Activity reports to the Host Community Organization(s) on or before the 6th Month, which shall include certification of financial contributions from the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the State of Michigan. All records shall be retained for a period of at least seven (7) years.

3. Company Commitments pertaining to the Establishment's Operations.

a. The Company's operations at the Establishment shall be limited to those permitted by a LARA Marihuana Cultivator license pertaining to the Establishment and to the parcel of B-02-31-1-010, 587 W Northfield Church Rd., Ann Arbor, MI 48105

b. A Manager or Alternate Manager must be on the Premises during the Establishment's hours of operation. In the event of an emergency, the Manager or Alternate manager on site who needs to leave the premises shall designate an Alternate Manager to act as the temporary manager on duty. A written record shall be kept which identifies the Manager or Alternate Manager on duty for each shift. The Manager or Alternate Manager on duty shall have total responsibility for the proper operation of the Establishment's premises and operations.

c. In the event the Company wishes to close the Establishment or cease its operations under its LARA's Medical Marihuana Cultivation license or the Northfield Township Medical Marihuana license, whether on a temporary or permanent basis, it must provide thirty (30) days advance notice in writing to the Host Community Organization (s) of its intent to close or cease operations, stating the reason(s) therefor and any plans to reopen, including the date of reopening. The Company shall be responsible for the Annual Payments in Section 2 and donation in Section 6 unless the cessation of operations is notified as a permanent cessation, in which case, the Company shall be responsible for a prorated portion of such Payments and donation through the date of the cessation of operations.

d. The Establishment's operations under the Company's applicable Marihuana Cultivator license shall be conducted within a building.

e. The Company shall maintain a designated patient/handicap parking within the Establishment's parking lot.

f. The Company shall not permit any disorder, disturbance, or illegality under State or local law of any kind at the Establishment and on the Premises.

g. Establishment shall make reasonable efforts to ensure that its operations shall not result in illegal distribution under State or local law of marihuana or marihuana products obtained from the Establishment, or in use of marihuana or marihuana products in any manner that violates State or local law.

h. Establishment operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding its premises and adjacent properties. “Nuisance” includes, but is not limited to, disturbances of the peace, open public consumption of marihuana or marihuana products, excessive pedestrian or vehicular traffic, odors emanating from the Establishment’s premises, electrical lighting, illegal drug activity under State or local law, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of State traffic laws and regulations and/or Department of Transportation Rules and Regulations, queuing of patrons (vehicular or pedestrian) in or other obstructions of the public way (sidewalks and streets), collisions between vehicles, bicyclists, and pedestrians, lewd conduct or police detentions and arrests.

i. The Company shall not supply marihuana products free of charge or as otherwise prohibited by. Prohibited endeavors shall include, but are not limited to, product “giveaways”, gifts, coupons, free or donated marihuana or the distribution of marihuana products as an incentive, prize or bonus in a game contest or tournament involving skill or chance.

j. The Company shall maintain compliance with any Township Police Department-approved security and public safety plan as the Police Department may require (which the Police Department may amend in its sole discretion) in connection with the Premises or the Establishment’s operations.

4. Other Engagement Activities

The Company intentionally plans to engage in direct community activities that will add tangible, transformative impacts upon the employment, property value, educational attainment and mobility of the Host Community Organization(s) service area and the greater 48105, 48189, and 48178 zip code regions. Company will pay any and all fees associated with its involvement and support of these direct activities, included but not limited to:

● Provide supplemental security and maintenance services to support the surrounding residential communities

● Provide in-kind contribution and volunteer manpower support for park and recreational programs and functions

● Provide up to 300 volunteer hours to support community improvement, faith based, educational system and public health and safety projects

● Good faith local hiring practices - will demonstrate plans to reflect good faith efforts to employ staff comprised of;

1) At least ten percent (30%) local residents from the Host Community Organization(s) service area

2) at least thirty-five percent (35%) local residents in census tracts identified by the Township as having higher than average unemployment, poverty rates, crime, or child death rates and faces at least one of the following barriers to employment:

▪ is homeless;

▪ is a custodial single parent;

▪ is receiving public assistance;

▪ lacks a GED or high school diploma;

▪ has a criminal record or other involvement with the criminal justice system;

▪ suffers from chronic unemployment;

▪ is emancipated from the foster care system;

▪ is a veteran; or

▪ is over 65 years of age and is financially compromised.

▪ attended a low performing K-12 school in or near a federal poverty area for at least four grade levels.

▪ Is economically disadvantaged with an income below 200 percent of the federal poverty level

● Good faith contracting practices – will demonstrate plans to reflect good faith efforts to purchase 30% of the Company's goods and/or services from local business enterprises from the Host Community Organization(s) Township and from businesses that face at least one of the following barriers to contracting:

1) Is economically disadvantaged with an income below 200 percent of the federal poverty level

2) Is demonstrably linked to populations and neighborhoods that were negatively and disproportionately impacted by cannabis-related criminalization

3) Lacks a GED or High School diploma

4) Is a veteran

5) Is demonstrably linked to populations and neighborhoods that were negatively and disproportionately impacted by predatory lending practices

To the extent permitted by law, the Company will make commercially reasonable efforts in a legal and non-discriminatory manner to recruit local businesses, suppliers, contractors, builders, vendors and employees in connection with the Establishment's construction, maintenance and operations The Company will voluntarily provide reporting on hiring and contracting practices at

the 6th month date from licensing approval and upon the time of applicant license renewal with the Township to both the Township and the Host Community Organization(s).

5. Host Community Organization Commitment

a. Utilize any and all donations of the Company for the benefit of Whitmore Lake Public Schools and School district.

b. All of Company donations are to be distributed directly to the Host Community Organization for the purpose of the benefit of the Whitmore Lake School District.

c. The Host Community Organization shall provide the Company with a detailed accounting of its distribution of the Company's donations to the Company twice a year; the 6th Month and the 12 Month of its designated Fiscal Calendar Year.

d. If the Host Community Organization shall cease its operations, it shall, within 30 days prior to cessation, directly and effectively communicate with the Company of its cessation.

6. Term and Termination

Except for Section 2(c), which takes effect upon execution of this Agreement, this Agreement shall take effect on the day after Opening Date, subject to the contingencies noted herein. This Agreement shall continue in effect for a period of three (3) years from the day after the Opening Date or until the permanent cessation of operations at the Establishment, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall renegotiate a new Community Benefits Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Township or in any way loses or has its license revoked by the State, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under Section 2 above. The Host Community Organization(s) may terminate this Agreement at any time.

7. Governing Law

This Agreement shall be governed in accordance with the laws of the State of Michigan and venue for any dispute hereunder shall be in the courts of Washtenaw County.

8. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the Host Community Organization(s), prior to the effective date of the amendment.

9. Severability

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and

enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

10. Covenant Not to Sue/Indemnification

The Parties agree it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the enforceability and/or validity of this Agreement is challenged by the one of the parties in any agency or court of competent jurisdiction, the pursuant party shall indemnify, defend and hold the defendant party harmless and shall pay for all reasonable fees and costs, including attorneys' fees and costs at a rate customary for private municipal counsel work, incurred by the defending party as the result of an decision in favor of the defending party.

The Company acknowledges that its operations pursuant to State licenses to cultivate medical marihuana is as permitted under the laws and regulations of the State of Michigan and that such activities are currently illegal under the Federal laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to the current inconsistency of its operations with federal law or otherwise.

- The Company shall indemnify, defend and hold the Host Community Organization harmless the Host Community Organization(s) in enforcing this Agreement.

11. Successors/Assigns

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Host Community Organization(s), and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Host Community Organization(s) and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Township.

12. Headings

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

13. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

14. Signatures

Electronic media means of signatures affixed to this Agreement shall have the same weight and authority as an original signature.

15. Entire Agreement

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Notices

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To the HCO: **Whitmore Lake Foundation for Educational Excellence**

To Company: **Great Lakes Logistical Experts, LLC**

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

Whitmore Lake Foundation for Educational Excellence

/s/ _____ _____

Signature Print Name (Title)

Great Lakes Logistical Experts, LLC

/s/ _____ _____

Signature Print Name (Title)

MCKENNA

June 16, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Great Lakes Logistical Experts Grow Facility/587 W. Northfield Church Rd. Ann Arbor, MI; Site Plan Review #1, Plan Dated April 25, 2020 and received by Northfield Township May 7, 2020.**

Dear Planning Commission:

We have reviewed the above referenced site plan and conditional use approval application submitted by Great Lakes Logistical Experts to operate a proposed Class A Medical Marijuana cultivation facility at 587 W. Northfield Church Rd. on the 20.26 acre site. The applicant proposes to construct 9,600 sq. ft. Class A Medical Marihuana cultivation facility, on the existing vacant property located in the AR Agriculture District. Class A marihuana grow facilities are considered Conditional Uses in the AR District. Marihuana facilities in Northfield Township are a conditional use and are addressed in a separate letter.

ZONING AND USE

As stated above, marihuana grow facilities are Conditional Uses in the AR District.
The new structure requires Planning Commission approval under the provisions of Section 36-864(c)(1).

As noted in our conditional use review letter, there are several specific standards for Marihuana uses that have not been addressed and require documentation on the site plan prior to Planning Commission Approval.

COMMENTS

We have reviewed the site plan submitted for compliance with the Township's Zoning Ordinance standards and sound planning and design principles, and we offer the following comments for your consideration (items requiring correction or additional information are underlined):

1. **Lot Dimensions.** The minimum lot size requirement in the AR District is 150 ft.

2. **Setbacks.** The proposed site includes a plan details a 50-foot rear yard setback but does not include front or side yard setbacks. Please provide front and side yard setbacks on a revised site plan.

CATEGORY	REQUIRED	PROPOSED
Lot Coverage	10% max.	1.1%
Building Height	45' max.	26'
Front Setback	10'	Unknown
Side Setback (north)	N/A	Unknown
Side Setback (south)	N/A	Unknown
Rear Setback	30'	50'

HEADQUARTERS
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Suite 105
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MCKA.COM

3. **Pedestrian Circulation.** There is no existing or proposed public sidewalk along the W. Northfield Church Rd.

4. **Vehicular circulation.** The proposed 20 ft. gravel access drive located on the north side of the property to W. Northfield Church Rd. will provide ingress/egress to the site. The access drive flows to the designated parking area, located in front of the proposed building.

5. **Parking.** Parking on the site is detailed as a gravel lot located in front of the building. Section 36-761 of the Zoning Ordinance states that all parking areas shall be paved with a concrete or asphaltic surface and parking spaces shall be marked with striping. In certain circumstances, the planning commission shall be able to waive asphaltic or concrete surface requirements with a gravel surface. A cross-section of the proposed gravel parking surface must be reviewed and approved by the Township engineer. The minimum cross-section shall be equal to that of a private Class B gravel road as specified in the township engineering design standards or an equivalent design as approved by the township engineer. Please provide a cross section for review.

   Sheet C-205 notes that the gravel parking lot will accommodate a maximum of eight vehicles. No loading zone is detailed within the site plan.

6. **Landscaping and Natural Features.** The site plan does not include a landscape plan or any details identifying existing vegetation proposed to be removed or added. Please provide a landscape plan according to the standards of Section 36.722 (c) Landscaping within the Zoning Ordinance.

   The proposed gravel parking lot located in the front of the facility is shown with no buffering from W. Northfield Church Rd. Section 36-722(m) states that parking areas shall be adequately planted and maintained in order to define parking areas, and designate areas for vehicular circulation. Additionally, a minimum of one canopy tree is required per 8 parking spaces. The site plan has not provided sufficient variety of vegetation to meet these requirements. Please include landscaping per Section. 36.722 on a revised site plan.

   Finally, the site plan indicates several wetlands and no existing tree survey has been provided. The applicant is required to submit a natural features impact statement and include all natural features, including tree locations and species, in a revised plan set.

7. **Lighting.** Within the Zoning Ordinance, Section 36. 728 Exterior Lighting Standards (b) states the site plan must include the location, type, and height of all exterior lighting fixtures, as well as a legend detailing the type of fixtures to be implemented.

   A photometric plan is not included within the site plan. Please include the location, type, and height of all existing and proposed exterior lighting fixtures and a photometric study.

8. **Signage.** Sheet A-2 shows a 4’ x 6’ proposed wall sign, with text and design to be determined, on the east elevation of the building Article 26 of the Zoning Ordinance includes all of the requirements for the number, height, area, and placement of signs. Please provide text and design of the proposed wall sign. Signs can be approved administratively after site plan approval.

9. **Architecture.** The applicant has not provided any color renders of the proposed structure. Building elevations are detailed on Sheet A-2 within the site plan, and shows the structure built with light and dark color vertical corrugated panels.

   The east elevation includes two reinforced steel doors, one fiber glass insulated overhead door as well as one company sign. Please provide color renders or photos detailing building color and design.

10. **Departments and Agency Review.** The applicant shall respond to any concerns raised by the fire chief, engineer, and County, upon review of this site plan application. We defer to the Township Engineer on utility, stormwater, and cross-section review for the proposed gravel parking lot. We note that a dry hydrant and room for a fire truck to enter and exit the site may be required.

RECOMMENDATION

At this time, there are several notes and items that must be clarified on the site plan that are not in substantive conformance with the Zoning Ordinance. We recommend that the applicant provide a revised site plan with the following conditions addressed prior to approval:

1. Any issues identified by other reviewers are addressed and no substantial revisions to plan layout are required by engineering review.
2. The applicant provide front and side yard setbacks on a revised site plan.
3. A cross-section of the proposed gravel parking surface must be reviewed and approved by the Township engineer.
4. The applicant provide a landscape plan according to the standards of Section 36.722 (c) Landscaping within the Zoning Ordinance.
5. A photometric plan be provided within the site plan, with the location, type, and height of all existing and proposed exterior lighting fixtures.
6. The applicant provide the text and design of the proposed wall sign. Signs can be approved administratively after site plan approval.
7. The applicant provide color renders or photos detailing building color and design.
8. Color renders or photos detailing building color and design be included within the site plan.

Additionally, when these issues are addressed, we will recommend that site plan approval be contingent on the applicant receiving Board Approval of a Marihuana Facility Permit for the proposed use on the site.

We look forward to reviewing these findings with you. If you have any questions about this report or require additional information, please contact us.

Respectfully submitted,

MCKENNA

Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

MCKENNA

May 13, 2020

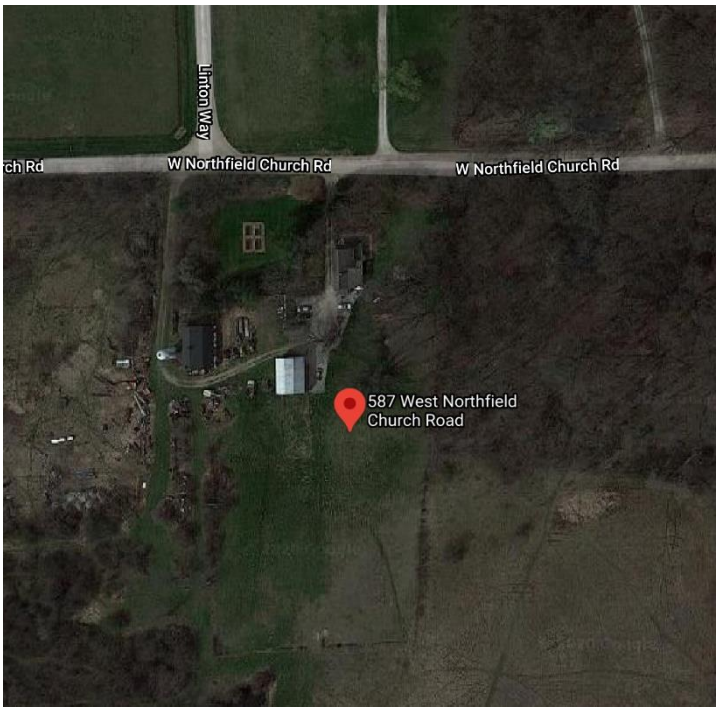
Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Conditional Use Review #1; Great Lakes Logistical Experts Grow Facility/587 W. Northfield Church Rd. Ann Arbor, MI; Plan Dated April 25, 2020 and received by Northfield Township May 7, 2020**

Dear Planning Commissioners:

We have reviewed the proposed application for conditional use approval submitted by Great Lakes Logistical Experts to operate a proposed Class A Medical Marihuana Cultivation Facility at 587 W. Northfield Church Rd. The site is approximately 20.26 acres and zoned AR District. The applicant proposes to construct a 9,600 sq. ft. building to house a Medical Marihuana cultivation facility. Our review of the site plan is in a separate letter.

Site Photo: 587 W. Northfield Church Rd. (Source: Google Maps 2018; site boundary is approximate)



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Detroit, Michigan 48226

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CONDITIONAL USE COMMENTS

Conditional use approval of a marihuana facility is subject to the general discretionary standards in Section 36-838 applicable to all conditional uses. Our comments are provided below:

A. **Section 36-838. General Conditional Use Approval Requirements.** For conditional use approval to be granted, the Planning Commission and Township Board must find that the proposed use satisfies the following general criteria:

1. ***Will be harmonious with and in accordance with the general objectives, intent and purpose of this chapter.*** The applicant's application includes a description of the use. The use does fit in with the intent of the AR Zoning District. The stated purpose of the AR zoning district is to allow low density residential land use as well as to conserve, stabilize, enhance, and develop farming and related resource utilization activities, to minimize conflicting uses of parcels, lots, buildings and structures detrimental to or incompatible with these activities, and to prohibit uses of parcels, lots, buildings, and structures which require streets, drainage, and other public facilities, and services of a different type and quantity than those normally required by these activities. The district, in preserving areas for agricultural uses, is also designed to prevent proliferation of residential subdivision and urban sprawl. Use of this site for marihuana cultivation is harmonious with the intent of this chapter.

2. ***Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*** The applicant has proposed plans to construct a new building for marihuana cultivation. The building elevations included within the site plan depict the proposed building with vertical corrugated panels in a light and dark color. The building intends to stay rural and agricultural style in character, to blend in with the general vicinity.

3. ***Will be compatible with the natural environment and existing and future uses in the vicinity.*** The site is bordered by W. Northfield Church Rd. and zoned AR. On either side of the site are single family homes, that are zoned AR. We recommend Planning Commission and the Board consider comments received at the public hearing, if any are submitted. Most other sites surrounding the proposed facility are residential or agricultural use.

   However, at this time, the applicant has not proposed adequate addition of vegetation on the site. The applicant must revise the site plan to include adequate vegetation on the site in order to be compatible with the natural environment of the area. Further, the site plan has several wetlands. A full natural features statement and details are required. There is no landscape plan included.

4. ***Will be compatible with the Township land use development plan.*** The Township Future Land Use plan details the site and surrounding area as AR, Agricultural, a district that promotes rural land use. The proposed building, for marihuana growth and cultivation, is consistent with the ordinance requirements.

5. ***Will be or can be served adequately by essential public facilities and services.*** The site has access to W. Northfield Church rd., an unpaved local dirt road. The existing site is not served by public sewer and

may need improvements to be adequately served by emergency services. No modifications to such essential public facilities and services will be necessary. Details of utility access will be addressed by the Township engineer during site plan review.

6. ***Will not be hazardous or disturbing to existing or future neighboring uses.*** The proposed use must follow State regulations for odor mitigation and may not result in any pollution or other environmental impacts to neighboring uses. Additional information is required to make a positive finding on this standard. Additionally, distance requirements for marihuana facilities have been met.

7. ***Will not create excessive additional requirements at public cost for public facilities and services.*** The proposed use should not create excessive additional requirements at public cost for public facilities and services. The applicant will be responsible for all utilities provided to the proposed building. Security measures required by the State of Michigan, as well as the Township, are the applicant's responsibility and subject to Township approval.

Standards for Marihuana Establishments and Facilities

1. ***Marihuana related activities shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, Marihuana facilities Licensing Act, the Marihuana Tracking Act, the Michigan Regulation and Taxation of Marihuana Act and all State of Michigan regulations for the transfer of marihuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.*** This standard appears to be met by the proposal. We recommend a note stating compliance with this standard be added to the site plan.

2. ***All marihuana establishments and facilities shall submit a Zoning Compliance Application, shall obtain structural, electrical, plumbing, and mechanical permits and inspections to meet current state construction codes, and shall obtain a Certificate of Occupancy prior to any operation or occupancy of said establishment or facility.*** We recommend a note stating compliance with this standard be added to the site plan.

3. ***Site plan approval and conditional use approval shall be required for all marihuana establishments and facilities.*** *We recommend that Board approval of the conditional use be a condition of site plan approval.*

4. ***The applicant location shall meet all applicable written and duly promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the Medical/Recreational Marihuana Licensing Board and obtain a Certificate of Occupancy.*** We recommend a note stating compliance with this standard be added to the site plan.

5. ***The establishment or facility location shall conform to all standards of the zoning district in which it is located.*** This standard appears to be met by the proposal.

6. ***Establishments and facilities are not permitted within a 500-foot radius of any primary, intermediate or secondary school measured by the shortest possible line from the property edges.*** This standard appears to be met by the proposal.

7. ***The minimum distance from other marihuana facilities and establishments is 1,000 feet. Colocation of use classes on one site is permitted when consistent with State standards and all uses are permitted in the zoning district.*** There are no other marihuana proposed facilities proposed within 1,000 ft at this time.

8. ***In the AR district, the minimum lot size for Recreational Class B growers shall be 10 acres. In the AR district the minimum lot size for Medical Class A, and Recreational Class A growers shall be 5 acres.*** Great Lakes Logistics is proposed to be a Class A Marihuana grow facility, and the site is 20.26 acres.

9. ***Hours of operation permitted for retail, provisioning centers, and microbusinesses: Monday – Saturday: 9:00 a.m. – 9:00 p.m.; Sunday: 10:00 a.m. – 6:00 p.m.*** Not applicable for this site.

10. ***All activity related to the marihuana establishment or facility shall be done indoors.*** We recommend a note stating compliance with this standard be added to the site plan.

11. ***All establishments and facilities must ensure that any water emanating from the establishment or facility meets or exceeds all applicable state and local environmental standards.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

12. ***No required water supply and sanitary sewerage facilities shall be erected, altered, or moved upon a lot or premises and used in whole or in part for a marihuana facility unless it shall be provided with a safe, sanitary and potable water supply and with a safe and effective means of collection, treatment, and disposal of human excreta and domestic, commercial, and industrial waste. All such installations and facilities shall conform to the minimum requirements Washtenaw County, and any applicable statutes, ordinances, or regulations.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

13. ***Security cameras shall be installed and maintained. Security Cameras, which include recordings and all recordkeeping, shall comply with all State requirements. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. A security plan shall be provided and approved by the Public Safety Director.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Director of Public Safety.

14. ***Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.*** The site plan does not detail exterior lighting or include a photometric plan. This must be included in a revised site plan.

15. ***Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.*** We recommend a note stating compliance with this standard be added to the site plan.

16. ***Marihuana establishments and facilities are not permitted to operate in a manner that results in adverse impacts on adjacent property; including excessive odor, traffic, noise, or loitering. The Township may place reasonable conditions on facilities to ensure operation consistent with community norms. Failure to comply with Township regulations or conditions of approval shall be cause to revoke a local license. Odor for growers and processors shall be regulated as follows:***

    a. ***The building shall be equipped with an activated carbon filtration system for odor control and air scrubbing to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.***

    b. ***The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.***

    c. ***The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days, or according to manufacturer recommendations, whichever is less.***

    d. ***Negative air pressure shall be maintained inside the building.***

    e. ***Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.***

    f. ***An alternative odor control system is permitted if the special use permit applicant submits and the township accepts a report by a mechanical engineer licensed by the state of Michigan demonstrating the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The Township may hire an outside expert, at the cost of the applicant, to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.***

    g. ***Secure transporters and safety compliance facilities shall also be required to submit plans for odor control for approval if in the opinion the planning commission such plans are required for the protection of the township and its residents.***

    We did not find any information on the air scrubber in the application packet. We recommend that a note stating compliance with this standard be added to the plan and information on the methodology proposed be submitted to the Township for Review.

17. ***If the marihuana establishment or facility ceases operation for a length of time of ninety days or greater, the conditional use shall expire.***

    We recommend a note stating compliance with this standard be added to the site plan.

18. ***Marihuana drive-through retail establishments and provisioning centers shall be prohibited.*** This standard is met by the proposal.

19. ***All marihuana shall be contained within a structure that meets all applicable building code requirements in an enclosed, locked area. A floor plan shall be provided with the site plan application.*** This standard is met by the proposal.

20. ***Application for a local Marihuana Facilities Permit shall be made to the Township Clerk, or a designee. The application shall be made using forms provided by the Township Clerk, or a designee, for a Marihuana Facilities Permit. The application shall be signed by the applicant verifying the truth and accuracy of all information and representations. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules of the State of Michigan. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Township Board. Applications shall be filed according to licensing regulations, procedures, and fees established by the Township Board, and may be amended.*** This standard is met by the proposal.

21. ***A State license is required for all Marihuana Establishments and Facilities.*** Verification of the State License shall be required prior to business opening for operations.

22. ***Prior to issuance of a certificate of occupancy, an authorized Marihuana Establishment or Facility shall comply with the following regulations and shall only be operated as long as it remains in compliance with all such ordinances.***

    a. ***Compliance with State and Township licensing requirements and proof of issuance of a State operating license and compliance with all rules promulgated there under is filed with the Township.***

    b. ***Compliance with all Township Zoning regulations with written approval of Zoning Compliance issued by the Township Zoning Administrator.***

    c. ***Compliance with all Township construction and building ordinances and applicable police power ordinances.***

    We recommend a note stating compliance with this standard be added to the site plan.

23. ***Inspections may be made by the Township Official's designee to confirm the Marihuana Establishment or Facility is operating in accordance with applicable laws including, but not limited to, State Law and Township Ordinances.*** We recommend a note stating compliance with this standard be added to the site plan.

24. ***The premises shall be open for inspection upon request by the Zoning Administrator, Code Enforcement Officer, Building Official, Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.*** We recommend a note stating compliance with this standard be added to the site plan.

25. ***The penalties and fees collected by the Township for Marihuana Establishments and Facilities shall be the maximum permissible by the State of Michigan unless otherwise established by the Township Board.*** This standard is met by the proposal.

RECOMMENDATION

At this time there are several informational items that must be provided or clarified on the site plan. We recommend that Planning Commission hold a hearing and let the applicant share their business plan with the planning Commission. We also recommend planning commission consider any comments from the public at the hearing. Finally, we recommend Planning Commission table making a recommendation to the Board until a time that all of the above comments have been addressed.

Respectfully submitted,

McKENNA ASSOCIATES

Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

Application # _____

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW APPLICATION

PROJECT NAME: Pure Buds / Pure Market

PROJECT ADDRESS: 8475 Main St, Whitmore Lake, MI 48189

Applicant Information:	**Owner Information:**
Name: Pure Development LLC	Name: Hatfield's Holdings LLC
Address: 12077 Merriman Rd, Livonia, MI 48150	Address: 160 E Shore St, Whitmore Lake, MI 48189
Phone: 734-837-1947 Kishan Sutariya	Phone: 248-939-0009 Clyde Hatfield
Email: kishan@ariyacap.com	Email:

If the applicant is not the property owner, then a statement from the owner **MUST** be attached authorizing the application.

Proof of ownership **OR** Statement if applicant is not owner is attached. ☒

If applicant is not the owner, describe applicant's interest in the property

Pure Development LLC has a purchase agreement with Hatfield's Holdings LLC

PROPERTY DESCRIPTION

Legal Description: ☐ Attached ☒ On Site Plan

Parcel ID(s): B-02-08-250-017

Description of Proposed Use: Conversion of interior of building into two tenant retail with a marijuana provisioning center and retailer combined (Tenant 1), and a market/convenience store (Tenant 2).

Total Acreage of Site: +/- 0.53 acres

Total Floor Area:

Existing: 14.7%

Proposed: 14.7%, no change

Height of Structure(s) (in stories & feet): No change

Sanitary Facilities: ☒ Sewer ☐ Septic

No change

Water: ☐ Municipal ☒ Private Well

Zoning Classification(s):

☐ RC ☐ AR ☐ LR ☐SR1 ☐SR2 ☐MR ☐VC ☐LC ☒GC ☐ES ☐HC ☐GI ☐LI ☐Other _____

SITE PLAN REVIEW OPTIONS

Administrative Site Plan Review:

☐ Expansion or reduction of an existing, conforming structure less than 2,000 sq. ft. / 5% of floor area

☐ Additional parking, loading / unloading spaces and landscape improvements

Site Plan Review:

☒ New Construction

☐ Building Addition

Development Plan Review:

☐ Planned Unit Development

☐ Planned Residential Development

☐ Site Condominium Plan

Amendment to Approved Site Plan or Development Plan:

☐ Site Plan

☐ Development Plan

Site or Development Plan Review in conjunction with: ☐ Rezoning Request ☒ Special Land Use Request

Application # _____

AUTHORIZED SIGNATURE
I hereby state that all of the above statements and all of the accompanying information are true and correct. Applicant's Signature: _____ Date: 5-14-2020

FOR OFFICE USE ONLY	
Application Received Date:	**Planning Commission Received Date:**
Planning Commission Action: ☐ Approved Date: _____ ☐ Denied Date: _____ Expiration Date: _____	
Fee Received: ☐ Cash ☐ Check #_____	

Owner Affidavit

I, Clyde Hatfield of Hatfield's Holdings as the owner of 8475 Main St, Whitmore Lake, MI 48189, authorize Kishan Sutariya from Pure Development LLC, as the applicant, to submit a site plan application and conditional use application. The applicant holds an interest in the property via a purchase agreement.

X. Clyde Hatfield

Signature

Clyde Hatfield

Name

May 11, 2020

Date

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

CONDITIONAL USE APPLICATION FORM

PROJECT NAME: Pure Buds / Pure Market

PROJECT ADDRESS: 8475 Main St, Whitmore Lake, MI 48189

PARCEL ID(S): B-02-08-250-017 | **DEVELOPMENT NAME:** Pure Buds / Pure Market

Applicant Information:	Owner Information:
Name: Pure Development LLC	Name: Hatfield's Holdings LLC
Address: 12077 Merriman Rd, Livonia, MI 48150	Address: 160 E Shore St, Whitmore Lake, MI 48189
Phone: 734-837-1947 Kishan Sutariya	Phone: 248-939-0009 Clyde Hatfield
Email: kishan@ariyacap.com	Email:

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☐ | **Non-Owner Affidavit Attached:** ☒

If applicant is not the owner, describe applicants interest in the property: Pure Development LLC has a purchase agreement with Hatfield's Holdings LLC

PROPERTY DESCRIPTION

Description of Proposed Use: Conversion of interior of building into two tenant retail with a marijuana provisioning center and retailer combined (Tenant 1), and a market/convenience store (Tenant 2).

Conditional Use is Sought Under what section of the Northfield Township Zoning Ordinance: Section 36-391 Article XIV. GC - General Commercial District - Conditional Uses

Zoning Classification(s):

AR LR MR MHP SR1 SR2 LC HC [GC] LI GI RTM ES PUD PSC RC RO WLD-____ W.L./N.T. Overlay OTHER:_____

AN APPLICATION FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

- ☐ Proof of Ownership
- ☒ Legal Description
- ☒ Scaled and accurate survey drawings, with existing buildings, drives, and improvements.
- ☒ A site plan, meeting the requirements of a preliminary site plan, as set forth in Section 64.03, herein.

AUTHORIZED SIGNATURE

I have read the attached provisions of the Northfield Zoning Ordinance in regards to Article 63.0, Conditional Use and understand a public hearing will be established within sixty-five (65) days of the filing date.

Applicant(s) Signature _____ Date 5-14-2020

Comments: _____

DETERMINATION

The Northfield Township Planning Commission has reviewed the particular circumstances of the above proposed use relative to Section 63.0 Conditional Uses; and **Approved / Disapproved** **same on** _____ **, 20** _____ .

Conditions imposed on the conditional use of the above described property are as follows: _____

BREACH OF SUCH CONDITIONS SHALL AUTOMATICALLY INVALIDATE THIS PERMIT.

_____ _____
Chair, Planning Commission **Date**

_____ _____
Secretary, Planning Commission **Date**

APPLICANT DETERMINATION AGREEMENT

I/We _____ applicant(s) for this Conditional Use permit hereby agree to comply with the above imposed conditions as specified by the Northfield Township Ordinance and the Planning Commission of Northfield Township.

_____ _____
Applicant Date

_____ _____
Applicant Date

GENERAL CONSTRUCTION NOTES

GENERAL CONTRACTOR (G.C.) SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN DESIGN-BUILD CONTRACTORS AND ARCHITECTURAL DOCUMENTS.

FIELD VERIFY ALL EXISTING CONDITIONS.

WRITTEN DIMENSIONS TAKE PRECEDENCE OVER GRAPHIC PRESENTATION

ALL DIMENSIONS WITHIN THIS SET ARE FOR BIDDING PURPOSES ONLY. ACTUAL FIELD DIMENSIONS SHALL BE TAKEN PRIOR TO THE ORDERING OF ANY MATERIALS.

WORK SHALL COMPLY, AND BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, CODES, AND REGULATIONS (MICHIGAN BUILDING CODE 2015).

ALL WORK SHALL BE PERFORMED UP TO ALL CONVENTIONAL CONSTRUCTION STANDARDS AS SET FORTH BY THE AIA.

WORK SHALL COMPLY WITH ALL APPLICABLE STANDARDS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE NATIONAL ELECTRICAL CODES, THE AMERICAN GAS ASSOC., AND THE BASIC PLUMBING CODES.

ALL ELECTRICAL, MECHANICAL, AND FIRE SUPPRESSION SYSTEMS SHALL BE DESIGN BUILD. EACH SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRODUCTION OF THE PLANS DEPICTING THE EXTENT OF THE WORK TO BE PERFORMED, INCLUDING ALL DOCUMENTS REQUIRED FOR ALL LOCAL CODE OFFICIALS. EACH SUB-CONTRACTOR SHALL BE RESPONSIBLE TO SEAL THEIR DOCUMENTS IF REQUIRED BY THE LOCAL CODE OFFICIAL. PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR FOR ALL WORK.

FIRE SUPPRESSION SPRINKLER CONTRACTOR SHALL MODIFY EXISTING SYSTEM AS REQUIRED TO CONFORM WITH NEW SPACE LAYOUT AND ALL APPLICABLE CODE REQUIREMENTS.

WORK SHALL COMPLY WITH BUILDING MATERIALS MANUFACTURERS' SPECIFICATIONS.

MICHIGAN 2015 ENERGY CODE.

INSULATION REQUIREMENTS TO BE MET/EXCEEDED (CLIMATE ZONE 5A):

FENESTRATION U-FACTOR:	.35
SKYLIGHT U-FACTOR:	.60
CEILING R-VALUE:	38
WOOD FRAME WALL R-VALUE:	20
MASS WALL:	13
FLOOR R-VALUE:	30
BASEMENT WALL R-VALUE:	13
SLAB R-VALUE, DEPTH:	10, 2 FT.
CRAWL SPACE:	10

MECHANICAL CONTRACTOR TO PROVIDE ANY AND ALL APPLICABLE MECHANICAL SYSTEM DESIGN CRITERIA, MECHANICAL & SERVICE WATER HEATING SYSTEM & EQUIPMENT TYPES, SIZES & EFFICIENCY, DUCT SEALING, DUCT & PIPE INSULATION.

ELECTRICAL CONTRACTOR TO PROVIDE ANY AND ALL APPLICABLE LIGHT FIXTURE SCHEDULES WITH WATTAGE & CONTROLS AND AIR SEALING DETAILS.

INSULATION INSTALLERS SHALL PROVIDE A CERTIFICATION LISTING THE TYPE, MANUFACTURER AND R-VALUE OF INSULATION INSTALLED IN EACH ELEMENT OF THE BUILDING THERMAL ENVELOPE. THE INSULATION INSTALLER SHALL SIGN, DATE & POST THE CERTIFICATION IN A CONSPICUOUS LOCATION.

A PERMANENT CERTIFICATE, COMPLETED BY THE BUILDER, SHALL BE POSTED ON OR IN THE ELECTRICAL PANEL (BUT SHALL NOT CONCEAL OTHER LABELS) AND SHALL LIST INSULATION R-VALUES, FENESTRATION U-FACTORS, TYPES & EFFICIENCIES OF HEATING & COOLING EQUIPMENT.

ATTIC ACCESS DOORS SHALL BE INSULATED & WEATHERSTRIPPED.

CAULK, GASKET, OR OTHERWISE SEAL ALL BUILDING THERMAL ENVELOPE JOINTS, SEAMS AND PENETRATIONS. VERIFICATION SHALL BE BY BLOWER DOOR TEST OR VISUAL INSPECTION

ALL NEW INTERIOR FIREPLACES SHALL HAVE GASKETED DOORS & OUTDOOR COMBUSTION AIR

FORCED AIR FURNACES REQUIRE A PROGRAMMABLE THERMOSTAT.

ALL DUCTS, AIR HANDLERS, AND BUILDING CAVITIES USED AS DUCTS SHALL BE SEALED.

MECHANICAL PIPING CARRYING FLUIDS ABOVE 105°F SHALL BE INSULATED, MINIMUM R-3

CIRCULATING SERVICE HOT WATER PIPING SHALL BE INSULATED, MINIMUM R-2

HVAC EQUIPMENT SHALL BE SIZED IN ACCORDANCE WITH ACCA MANUAL S 3-2004 BASED ON BUILDING LOADS CALCULATED IN ACCORDANCE WITH ACCA MANUAL J-2002 OR OTHER APPROVED HVAC CALCULATION METHODS. VERIFICATION IS REQUIRED.

DEVIATION FROM THESE DRAWINGS SHALL BE MADE ONLY WITH WRITTEN APPROVAL OF THE DESIGNER/OWNER.

ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE CONDITION AND INTEGRITY OF THE EXISTING STRUCTURAL COMPONENTS AND SYSTEMS

IF ANY GENERAL NOTES CONFLICT WITH ANY DETAIL OR NOTE ON THE PLANS OR IN THE SPECIFICATION, THE STRICTEST PROVISIONS SHALL GOVERN.

THE SITE SHALL REMAIN WEATHER TIGHT AND SECURE AT THE END OF EACH WORKDAY, AND DURING ANY PERIODS IN WHICH THE FACILITY IS UNOCCUPIED BY A RESPONSIBLE REPRESENTATIVE OF THE GENERAL CONTRACTOR.

EXISTING AND NEW STRUCTURE SHALL BE SHORED AND BRACED DURING CONSTRUCTION TO MAINTAIN INTEGRITY.

ALL CRACKS AND/OR BREAKAGE THAT OCCUR TO THE EXISTING STRUCTURE DURING CONSTRUCTION SHALL BE REPAIRED BY THE GENERAL CONTRACTOR

THE JOB SITE SHALL BE LEFT CLEAN AND ALL DEBRIS SHALL BE DISPOSED OF PROPERLY AT THE END OF EACH DAY.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FINISHING ALL EXPOSED SURFACES.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FINISHING ALL MILLWORK ITEMS AS INDICATED ON A.LANE ARCHITECTURE, PLLC'S DRAWINGS.

ALL MATERIALS WHETHER MANUFACTURED BY OR FINISHED BY THE MILLWORK CONTRACTOR AND/OR THE GENERAL CONTRACTOR MUST COMPLY WITH THE UBC CODE CHAPTER 42, 1991 EDITION AND THE LOCAL AND STATE BUILDING AND FIRE CODE SPECIFICATIONS.

ALL STAIN GRADE MILLWORK SHALL BE MANUFACTURED IN GENUINE SPECIES SPECIFIED UNLESS OTHERWISE NOTED.

ALL PAINT GRADE MILLWORK SHALL BE MANUFACTURED IN POPLAR UNLESS OTHERWISE NOTED.

ALL PAINT SPECIFICATIONS ARE FOR COLOR ONLY. SOURCES MAY BE SUBMITTED ONLY WITH COLOR SAMPLE APPROVAL BY DESIGNER/OWNER.

ANY PAINT COLOR SPECIFIED "TO MATCH" MUST BE APPROVED BY DESIGNER/OWNER.

ALL PAINTED GYPSUM BOARD SURFACES SHALL BE FINISHED WITH A LATEX EGGSHELL. ALL PAINTED TRIM SHALL BE SATIN ENAMEL.

PROVIDE TRANSITION STRIP UNDER DOORS WHERE DIFFERENT FLOOR MATERIALS INTERSECT.

BUILDING DATA

ZONED NORTHFIELD TOWNSHIP		GC- GENERAL COMMERCIAL
CODE: CONSTRUCTION TYPE:		MICHIGAN BUILDING CODE 2015 V
EXISTING OCCUPANCY GROUP: NEW OCCUPANCY:		A-2, RESTAURANT (EXISTING) M, RETAIL
SCOPE OF WORK: COMPLETE MODIFICATION OF EXISTING BUILDING SHELL TO ACCOMODATE (2) RETAIL TENANTS		
OCCUPANT LOAD: Mercantile (1/60 sf): Storage, Stock (1/300 sf):		 44 4
TOTAL:		48
EXISTING BUILDING FOOTPRINT		3103 S.F. (GROSS, NO CHANGE), 13% lot coverage
FLOOR AREA (GROSS): EXISTING FIRST FLOOR: EXSTG. SECOND FLOOR: TOTAL	 =	 3103 S.F. 756 S.F. 3859
SETBACKS: FRONT SIDE REAR		 35' 20' 20'
PARKING (GENERAL RETAIL): 1 sp/ 200 sf : REQ'D SPACES= PROVIDED SPACES= LOADING SPACE (REQ'D/PROVIDED)=		 20 25 1 / 1

EXTERIOR LIGHTING: ALL EXISTING LIGHTING TO REMAIN. LIGHTING TO COMPLIES W/ ZONING ORDINANCE Sec. 36-728. - Exterior lighting standards.

SIGNAGE: NEW WALL AFFIXED SIGNAGE TO REPLACE EXISTING WALL SIGNAGE

DRAINAGE: NO NEW IMPERVIOUS SURFACE. EXSTG. DRAINAGE PATTERN TO REMAIN

SHEET INDEX

C0.0 COVER SHEET, SITE PLAN
C1.0 EXTERIOR LIGHTING PLAN
C2.0 LANDSCAPE PLAN, PROPOSED FLOOR PLAN

ARCHITECT:
ANGIE LANE
A.LANE ARCHITECTURE
9861 CLINTON MACON RD
TECUMSEH, MI 49286
TEL. 517.423.5280

OWNER/APPLICANT:
Pure Development LLC
Kishan Sutariya
kishan@ariyacap.com
810-202-7492

Date Issued / Revised	Sheet No. C0.0	C1.0	C2.0	Rev. #	Description
MAY 14, 2020	X	X	X		ISSUED FOR SITE PLAN REVIEW

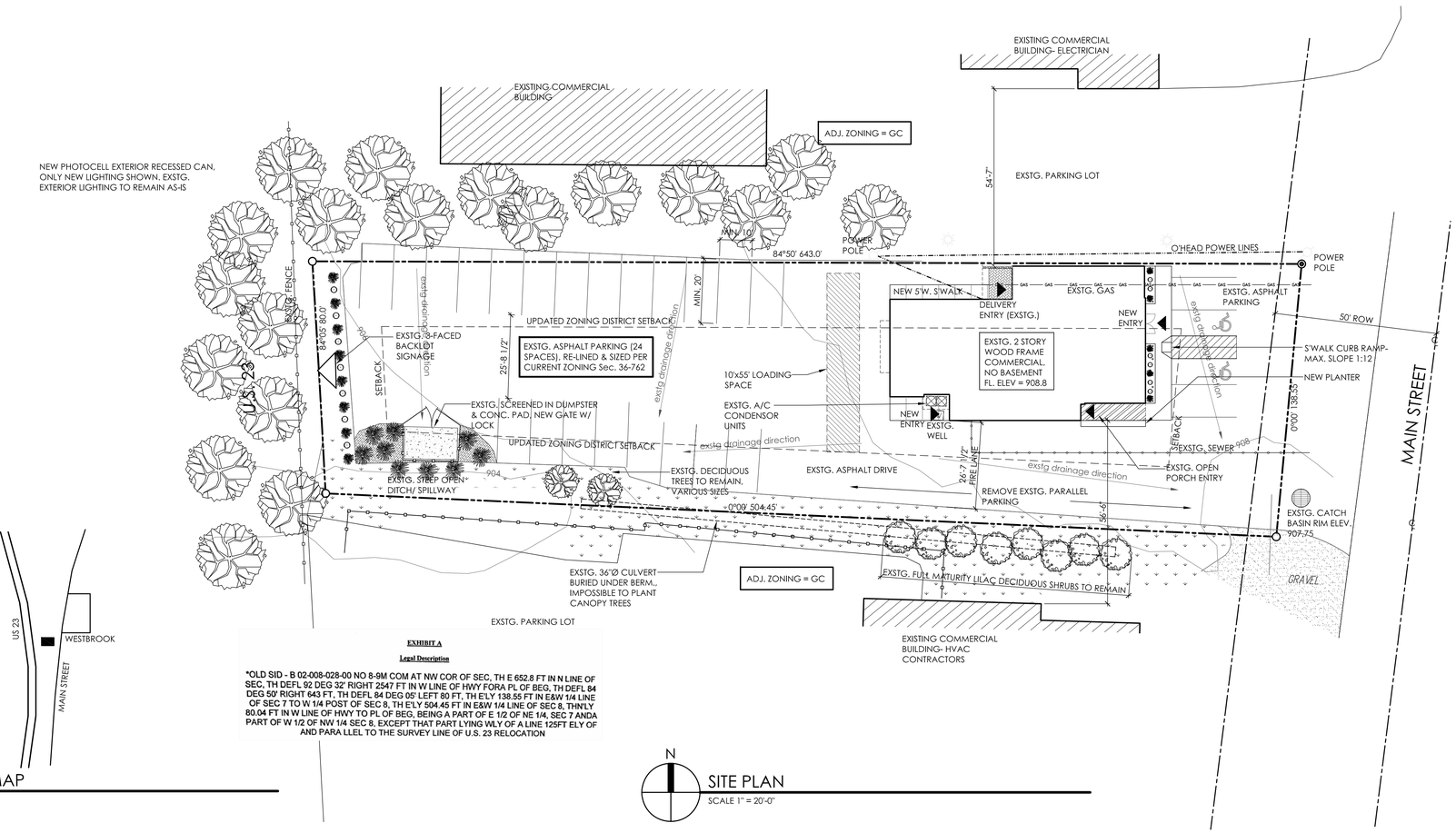


EXHIBIT A

Legal Description

***OLD SID - B 02-008-028-00 NO 8-9M COM AT NW COR OF SEC, TH E 652.8 FT IN N LINE OF SEC, TH DEFL 92 DEG 32' RIGHT 2547 FT IN W LINE OF HWY FORA PL OF BEG, TH DEFL 84 DEG 50' RIGHT 643 FT, TH DEFL 84 DEG 05' LEFT 80 FT, TH E'LY 138.55 FT IN E&W 1/4 LINE OF SEC 7 TO W 1/4 POST OF SEC 8, TH E'LY 504.45 FT IN E&W 1/4 LINE OF SEC 8, THNLY 80.04 FT IN W LINE OF HWY TO PL OF BEG, BEING A PART OF E 1/2 OF NE 1/4, SEC 7 ANDA PART OF W 1/2 OF NW 1/4 SEC 8, EXCEPT THAT PART LYING WLY OF A LINE 125FT ELY OF AND PARA LLEL TO THE SURVEY LINE OF U.S. 23 RELOCATION**

LOCATION MAP
N.T.S.

N

SITE PLAN
SCALE 1" = 20'-0"

A.LANE ARCHITECTURE
9861 clinton macon rd
tecumseh, michigan 49286
p. 517 423 5280
alanearchitecturepllc.com

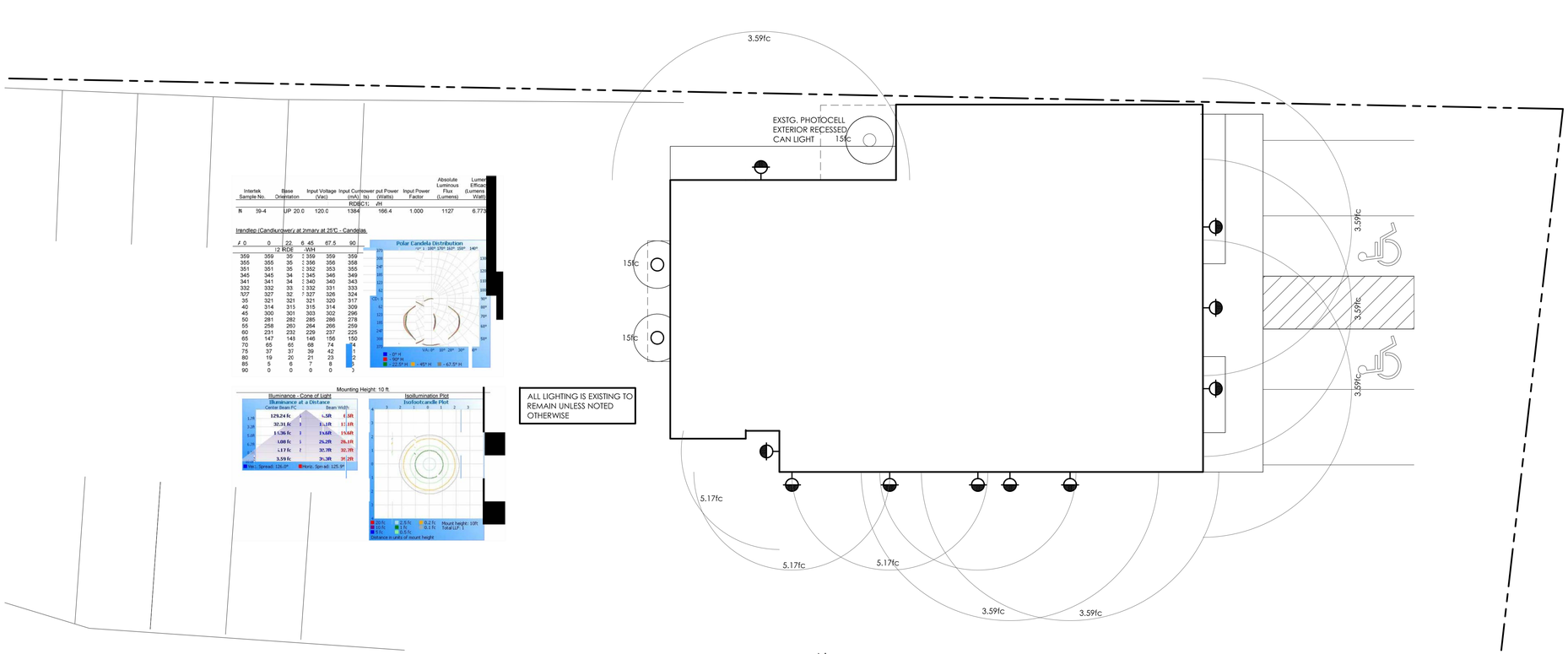
PROJECT
PURE BUDS / PURE MARKET
8475 MAIN STREET
WHITMORE LAKE, MI

DATE
MAY 14, 2020

STATE OF MICHIGAN
ANGELA LANE
ARCHITECT
No. 1901057088
LICENSED ARCHITECT

SHEET TITLE
COVER SHEET, SITE PLAN

SHEET NO.
C0.0



A.LANE ARCHITECTURE
9861 clinton macon rd
tecumseh, michigan 49286
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alanearchitecturepllc.com

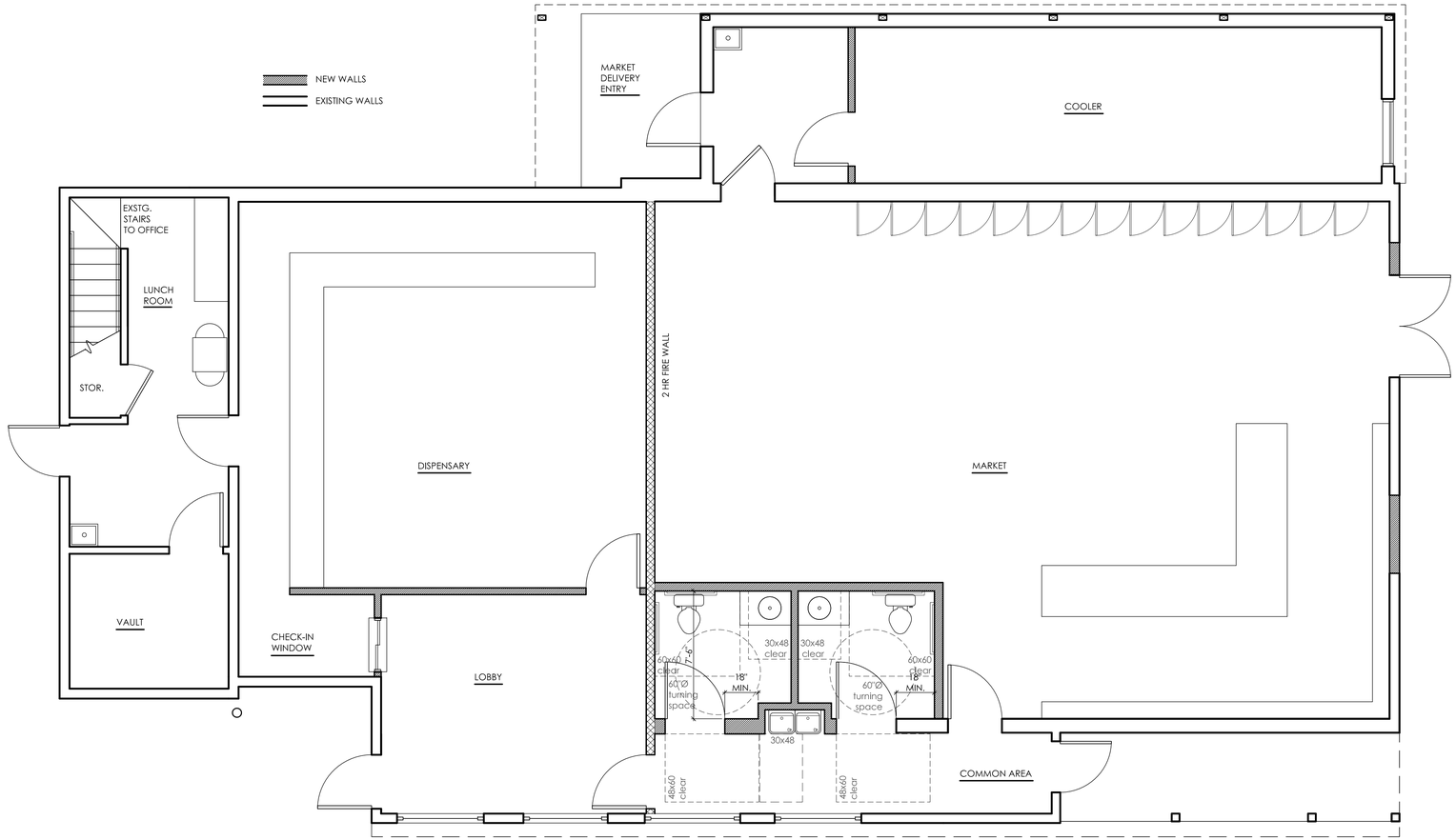
PROJECT
PURE BUDS / PURE MARKET
8475 MAIN STREET
WHITMORE LAKE, MI

DATE
MAY 14, 2020

STATE OF MICHIGAN
ANGELA LANE
ARCHITECT
No. 1301057088
LICENSED ARCHITECT

SHEET TITLE
EXTERIOR LIGHTING PLAN

SHEET NO.
C1.0



PROPOSED FLOOR PLAN

SCALE ¼" = 1'-0"



WINTERGREEN BOXWOOD IN RAISED PLANTER BOX

MIN. 5' H. RED CEDAR TREES

Ornamental Grass

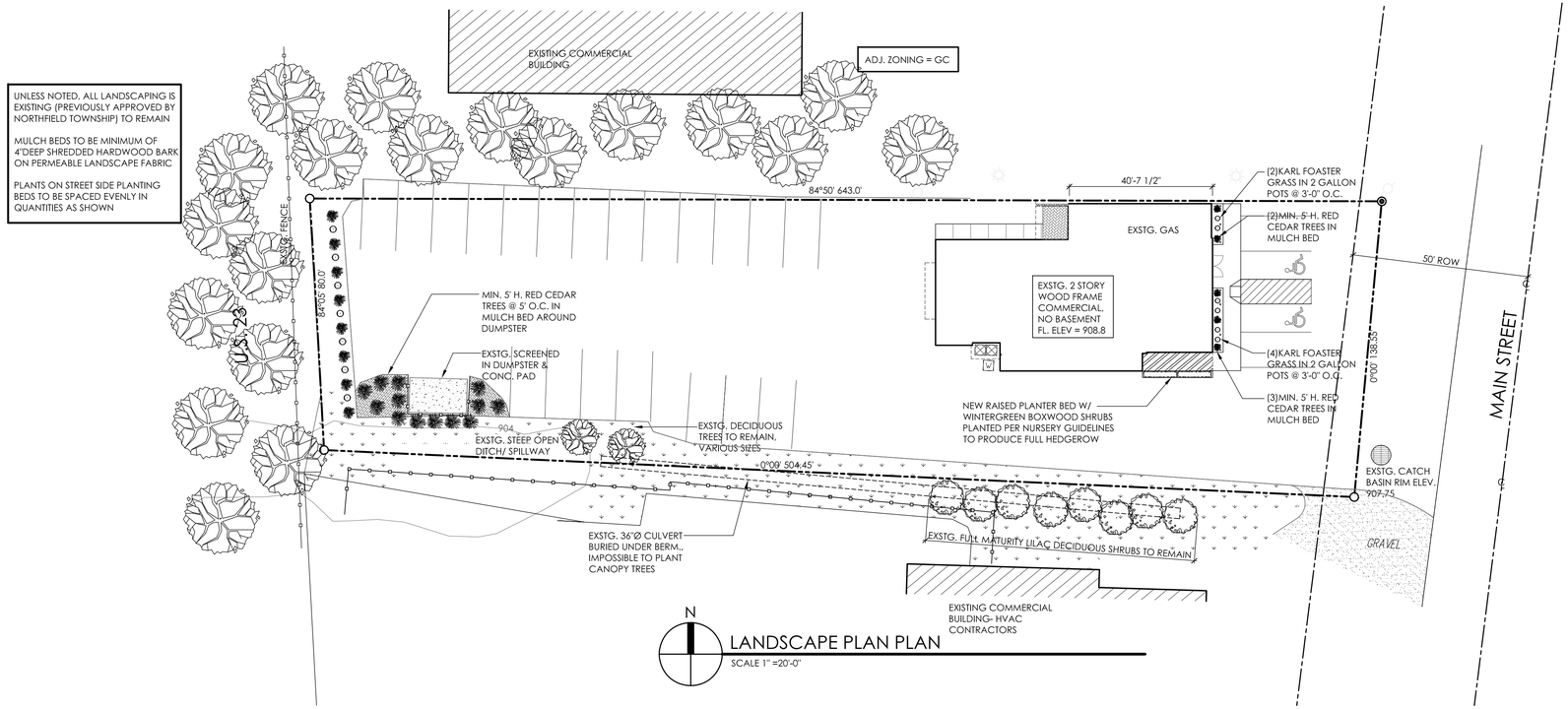


Karl Foester Grass: Mature height 48-60" tall

UNLESS NOTED, ALL LANDSCAPING IS EXISTING (PREVIOUSLY APPROVED BY NORTHFIELD TOWNSHIP) TO REMAIN

MULCH BEDS TO BE MINIMUM OF 4"DEEP SHREDDED HARDWOOD BARK ON PERMEABLE LANDSCAPE FABRIC

PLANTS ON STREET SIDE PLANTING BEDS TO BE SPACED EVENLY IN QUANTITIES AS SHOWN



LANDSCAPE PLAN PLAN

SCALE 1" =20'-0"

A. LANE ARCHITECTURE

9861 clinton macon rd
tecumseh, michigan 49286
p. 517 423 5280
alanearchitectureplc.com

PROJECT

PURE BUDS / PURE MARKET

8475 MAIN STREET
WHITMORE LAKE, MI

DATE

MAY 14, 2020

STATE OF MICHIGAN
ANGELA LANE
ARCHITECT
No. 1301067068
LICENSED ARCHITECT

SHEET TITLE

LANDSCAPE PLAN & PROPOSED FLOOR PLAN

SHEET NO.

C2.0

MCKENNA

June 16, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Pure Buds / Pure Market / 8475 Main St.; Site Plan Review #1, Plan Dated May, 2020 and received by Northfield Township in May, 2020**

Dear Planning Commission:

We have reviewed the above referenced site plan and conditional use approval application submitted by Pure Development, LLC to operate a proposed Adult Use Retail Center, Marihuana Provisioning Center, and a market/convenience store at 8475 Main St. The applicant proposes to operate the Adult Use Retail Center and Marihuana Provisioning Center within the existing 3,859 sq. ft. existing building located in the GC (General Commercial) District. The applicant will be re-purposing the interior and exterior of an existing building and will not be adding any additions. Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional Uses in the GC District. Marihuana facilities in Northfield Township are a conditional use and are addressed in a separate letter.

ZONING AND USE

As stated above, Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional uses in the GC District. The Conditional Use Review letter is included in a separate attachment.

The facility requires Planning Commission approval under the provisions of Section 36-864(c)(1).

As noted in our conditional use review letter, there are several specific standards for Marihuana uses that have not been addressed and require documentation on the site plan prior to Planning Commission Approval.

COMMENTS

We have reviewed the site plan submitted for compliance with the Township's Zoning Ordinance standards and sound planning and design principles, and we offer the following comments for your consideration (items requiring correction or additional information are underlined):

1. **Lot Dimensions.** The minimum lot width requirement for the GC District is 80 ft where served by a central sanitary system. The lot width of the site is 150 ft. This requirement has been met.

2. **Setbacks.** The proposed site includes a plan details a 20-foot rear yard setback and 35-foot front yard setback. These setback standards have been met.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

CATEGORY	REQUIRED	PROPOSED
Lot Coverage	N/A	13%
Building Height	45’ max.	28 ft.
Front Setback	35’	35’
Side Setback (north)	Not less than 20’	20’
Side Setback (south)	Not less than 20’	20’
Rear Setback	20’	20’

3. **Pedestrian Circulation.** The existing building is located on the west side of Main St. Main St. provides public sidewalks only on the east side of the ROW. The site does not currently have a public sidewalk. The applicant does not propose to construct a sidewalk at this time.

4. **Vehicular circulation.** Ingress and egress locations will not change on the site. There is one access drive via Main St.

5. **Parking.** The Zoning Ordinance requires one parking space per 200 sq. ft. of floor area. Sheet C0.0 details proposed removal of parallel parking spaces on the southeast portion of the site and replacing them with new asphalt. There will be 25 total parking spaces on the site, including two barrier free ADA compliant spaces. The applicant also proposes to implement a 10x55’ loading space located in the rear of the existing building.

6. **Landscaping.** The landscape plan details that no existing vegetation is proposed to be removed. The total amount of vegetation to be planted is not detailed within the site plan. The purpose of parking lot landscaping required by Section 36-722(m) is to promote the following:
    1) Divide and break up the expanse of pavement.
    2) Define parking areas.
    3) Designate areas for vehicular circulation.
    4) Separate parking lots from streets and off-street parking.

    The applicant has not provided adequate parking lot landscaping to divide and break up the expanse of pavement. Per Zoning Ordinance Sec. 36-722, location, height, type, and size of plantings must be listed on the site plan. Please provide these details within a revised site plan.

7. **Lighting.** The photometric plan on sheet C1.0 within the site plan states that all exterior existing lighting is to remain. Within the Zoning Ordinance, Section 36. 728 Exterior Lighting Standards (b) states the site plan must include the location, type, and height of all exterior lighting fixtures, as well as a legend detailing the type of fixtures to be implemented. Locations are included on the site plan, however type and height of lighting fixtures are not included.

8. **Signage.** There is no proposed signage within the site plan. Article 26 of the Zoning Ordinance includes all of the requirements for the number, height, area, and placement of signs. Signs can be approved administratively after site plan approval.

9. **Architecture.** There are no building elevations or color renders provided within the site plan. Please provide building elevations and color renders of the proposed changes to the existing building on the site.

10. **Departments and Agency Review.** The applicant shall respond to any concerns raised by the fire chief, engineer, and County, upon review of this site plan application. We defer to the Township Engineer on utility and stormwater review.

RECOMMENDATION

At this time, there are several notes and items that must be clarified on the site plan is in substantive conformance with the Zoning Ordinance. We recommend Planning Commission table a decision on the site plan with the following conditions.

1. All above underlined outstanding required items must be met and documented on the site plan prior to approval.
2. All conditional use standards must be met and documented on the site plan prior to approval.
3. Any issues identified by other reviewers are addressed and no substantial revisions to plan layout are required by engineering review.

Additionally, when these issues are addressed, we will recommend that site plan approval be contingent on the applicant receiving Board Approval of a Marihuana Facility Permit for the proposed use on the site.

We look forward to reviewing these findings with you. If you have any questions about this report or require additional information, please contact us.

Respectfully submitted,

MCKENNA

Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

MCKENNA

June 16, 2020

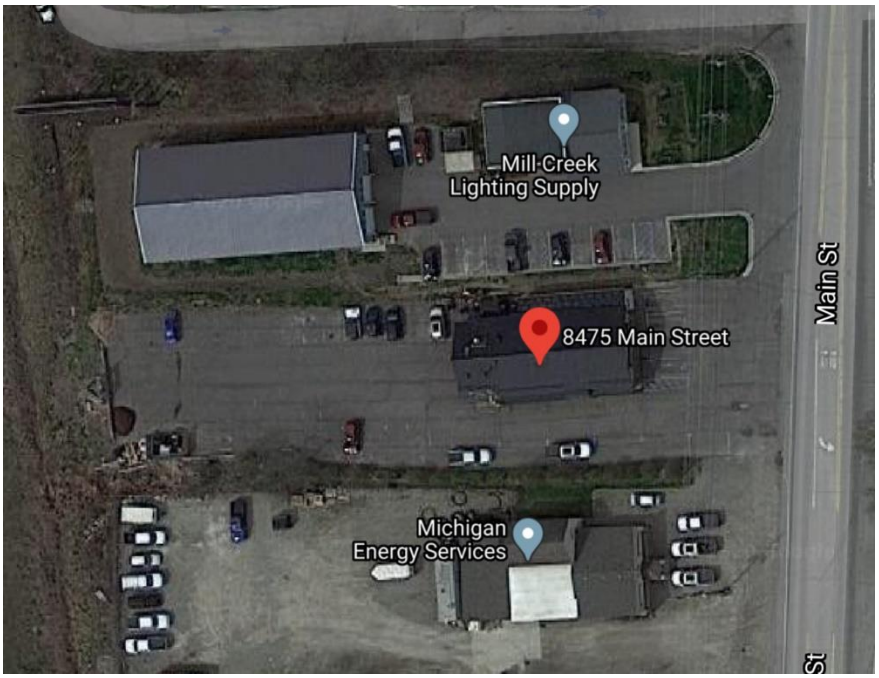
Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: Conditional Use Review #1; Pure Bud & Pure Market /8475 Main St.; Plan Dated May, 2020.

Dear Planning Commissioners:

We have reviewed the proposed application for conditional use approval submitted by Pure Development, LLC. for Adult Use and Marihuana Provisioning Center to be located at 8475 Main St. The site is approximately .53 acres and zoned GC District. The existing 3,859 sq. ft. structure on the site will be repurposed and used for provisioning. Our review of the site plan is in a separate letter.

Site Photo: 8475 Main St. (Source: Google Maps 2018; site boundary is approximate)



DETROIT
28 West Adams Street
Suite 1000
Detroit, Michigan 48226

O 313.888.9882
F 248.596.0930
MCKA.COM

Communities for real life.

CONDITIONAL USE COMMENTS

Conditional use approval of a marihuana facility is subject to the general discretionary standards in Section 36-838 applicable to all conditional uses. Our comments are provided below:

A. **Section 36-838. General Conditional Use Approval Requirements.** For conditional use approval to be granted, the Planning Commission and Township Board must find that the proposed use satisfies the following general criteria:

1. ***Will be harmonious with and in accordance with the general objectives, intent and purpose of this chapter.*** The applicant's application includes a description of the use. The use does fit in with the intent of GC Zoning District. The stated purpose of the GC It is the intent of this district to be located along major transportation networks within the township. This district has been located within the township to permit the development of these business activities, to protect adjacent agricultural, residential and industrial areas against the encroachment of incompatible uses, and to lessen congestion on public streets and highways. Reuse of this site and building for an Adult-Use and Marihuana Provisioning Center is in line with this encouragement of general commercial and retail within this district to keep congestion on public streets and highways to a minimum.

2. ***Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*** The applicant has not provided proposed plans to reinvigorate the exterior of the existing building. The site plan provided did not detail changes to the existing building. Proposed façade changes to the building must be provided and will be reviewed to be sure they are appropriate in appearance during site plan review.

3. ***Will be compatible with the natural environment and existing and future uses in the vicinity.*** The site is bordered by Main St. and M-23 and zoned GC District. Directly across from the site are multi-family homes zoned GC. Most other sites surrounding the proposed facility are commercial, professional, and service uses. Reuse of the existing building is compatible with the natural environment. The applicant does not propose the removal of trees on the site and will have no greater impacts of the existing and future uses than are present currently. The proposed center is compatible with the natural environment and existing and future uses in the vicinity, as it fits with the intent of the GC District, as it will provide general retail opportunity via the market/convenience store that is proposed as part of the project.

4. ***Will be compatible with the Township land use development plan.*** The Township Future Land Use plan details the site and surrounding area as Mixed Use, a district that promotes mixed use structures. Pure Bud/Pure Market is a mixed-use concept providing the Adult Use Marihuana Provisioning Center, as well as a market/convenience store. While retail marihuana and provisioning centers are being newly introduced within the Township, they are compatible with the Township's land use development plan, and will bring retail to the district.

5. ***Will be or can be served adequately by essential public facilities and services.*** The site has an access point at Main St., a paved rural major collector roads. Collector roads are intended to funnel traffic to arterial roads, like US-23. The existing site is served by public facilities and has access to emergency

services. No modifications to such essential public facilities and services will be necessary. Details of utility access will be addressed by the Township engineer during site plan review.

6. ***Will not be hazardous or disturbing to existing or future neighboring uses.*** The proposed use must follow State and local regulations for odor mitigation and demonstrate that it will not result in any pollution or other environmental impacts to neighboring uses. The applicant has included letters of support from surrounding neighbors and businesses. Additionally, distance requirements for adult-use facilities have been met.

7. ***Will not create excessive additional requirements at public cost for public facilities and services.*** The proposed use should not create excessive additional requirements at public cost for public facilities and services. The reuse of the existing structure allows public facilities and services to continue to serve this facility as they were for the previous use. Security measures required by the State of Michigan, as well as the Township, are deemed the applicant's responsibility.

B. Standards for Marihuana Establishments and Facilities

1. ***Marihuana related activities shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, Marihuana facilities Licensing Act, the Marihuana Tracking Act, the Michigan Regulation and Taxation of Marihuana Act and all State of Michigan regulations for the transfer of marihuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.*** This standard appears to be met by the proposal. We recommend a note stating compliance with this standard be added to the site plan.

2. ***All marihuana establishments and facilities shall submit a Zoning Compliance Application, shall obtain structural, electrical, plumbing, and mechanical permits and inspections to meet current state construction codes, and shall obtain a Certificate of Occupancy prior to any operation or occupancy of said establishment or facility.*** We recommend a note stating compliance with this standard be added to the site plan.

3. ***Site plan approval and conditional use approval shall be required for all marihuana establishments and facilities.*** *We recommend that Board approval of the conditional use be a condition of site plan approval.*

4. ***The applicant location shall meet all applicable written and duly promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the Medical/Recreational Marihuana Licensing Board and obtain a Certificate of Occupancy.*** We recommend a note stating compliance with this standard be added to the site plan.

5. ***The establishment or facility location shall conform to all standards of the zoning district in which it is located.*** More details are required on the site plan prior to making a positive finding in this regard.

6. ***Establishments and facilities are not permitted within a 500-foot radius of any primary, intermediate or secondary school measured by the shortest possible line from the property edges.*** This standard appears to be met by the proposal.

7. ***The minimum distance from other marihuana facilities and establishments is 1,000 feet. Colocation of use classes on one site is permitted when consistent with State standards and all uses are permitted in the zoning district.*** There are other sites proposed withing 1,000 ft. We recommend Planning Commission and the Board consider each site independently, review the materials submitted by the applicant for the Conditional Use Application, review the Township Administration MFVLDA and Supplemental Scoring Evaluation, and determine if the Pure Bud should receive precedence for a Marihuana Facility permit.

8. ***In the AR district, the minimum lot size for Recreational Class B growers shall be 10 acres. In the AR district the minimum lot size for Medical Class A, and Recreational Class A growers shall be 5 acres.*** This Standard is not applicable to this site.

9. ***Hours of operation permitted for retail, provisioning centers, and microbusinesses: Monday – Saturday: 9:00 a.m. – 9:00 p.m.; Sunday: 10:00 a.m. – 6:00 p.m.*** We recommend a note stating compliance with this standard be added to the site plan.

10. ***All activity related to the marihuana establishment or facility shall be done indoors.*** We recommend a note stating compliance with this standard be added to the site plan.

11. ***All establishments and facilities must ensure that any water emanating from the establishment or facility meets or exceeds all applicable state and local environmental standards.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

12. ***No required water supply and sanitary sewerage facilities shall be erected, altered, or moved upon a lot or premises and used in whole or in part for a marihuana facility unless it shall be provided with a safe, sanitary and potable water supply and with a safe and effective means of collection, treatment, and disposal of human excreta and domestic, commercial, and industrial waste. All such installations and facilities shall conform to the minimum requirements Washtenaw County, and any applicable statutes, ordinances, or regulations.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

13. ***Security cameras shall be installed and maintained. Security Cameras, which include recordings and all recordkeeping, shall comply with all State requirements. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. A security plan shall be provided and approved by the Public Safety Director.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Director of Public Safety.

14. ***Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.*** This standard is met by the proposal.

15. ***Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.*** We recommend a note stating compliance with this standard be added to the site plan.

16. ***Marihuana establishments and facilities are not permitted to operate in a manner that results in adverse impacts on adjacent property; including excessive odor, traffic, noise, or loitering. The Township may place reasonable conditions on facilities to ensure operation consistent with community norms. Failure to comply with Township regulations or conditions of approval shall be cause to revoke a local license. Odor for growers and processors shall be regulated as follows:***

    a. ***The building shall be equipped with an activated carbon filtration system for odor control and air scrubbing to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.***

    b. ***The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.***

    c. ***The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days, or according to manufacturer recommendations, whichever is less.***

    d. ***Negative air pressure shall be maintained inside the building.***

    e. ***Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.***

    f. ***An alternative odor control system is permitted if the special use permit applicant submits and the township accepts a report by a mechanical engineer licensed by the state of Michigan demonstrating the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The Township may hire an outside expert, at the cost of the applicant, to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.***

    g. ***Secure transporters and safety compliance facilities shall also be required to submit plans for odor control for approval if in the opinion the planning commission such plans are required for the protection of the township and its residents.***

We did not find any information on the air scrubber in the application packet. We recommend that a note stating compliance with this standard be added to the plan and information on the methodology proposed be submitted to the Township for Review.

17. ***If the marihuana establishment or facility ceases operation for a length of time of ninety days or greater, the conditional use shall expire.***

    We recommend a note stating compliance with this standard be added to the site plan.

18. ***Marihuana drive-through retail establishments and provisioning centers shall be prohibited.*** This standard is met by the proposal.

19. ***All marihuana shall be contained within a structure that meets all applicable building code requirements in an enclosed, locked area. A floor plan shall be provided with the site plan application.*** This standard is met by the proposal.

20. ***Application for a local Marihuana Facilities Permit shall be made to the Township Clerk, or a designee. The application shall be made using forms provided by the Township Clerk, or a designee, for a Marihuana Facilities Permit. The application shall be signed by the applicant verifying the truth and accuracy of all information and representations. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules of the State of Michigan. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Township Board. Applications shall be filed according to licensing regulations, procedures, and fees established by the Township Board, and may be amended.*** This standard is met by the proposal.

21. ***A State license is required for all Marihuana Establishments and Facilities.*** Verification of the State License shall be required prior to business opening for operations.

22. ***Prior to issuance of a certificate of occupancy, an authorized Marihuana Establishment or Facility shall comply with the following regulations and shall only be operated as long as it remains in compliance with all such ordinances.***

    a. ***Compliance with State and Township licensing requirements and proof of issuance of a State operating license and compliance with all rules promulgated there under is filed with the Township.***

    b. ***Compliance with all Township Zoning regulations with written approval of Zoning Compliance issued by the Township Zoning Administrator.***

    c. ***Compliance with all Township construction and building ordinances and applicable police power ordinances.***

    We recommend a note stating compliance with this standard be added to the site plan.

23. ***Inspections may be made by the Township Official's designee to confirm the Marihuana Establishment or Facility is operating in accordance with applicable laws including, but not limited to, State Law and Township Ordinances.*** We recommend a note stating compliance with this standard be added to the site plan.

24. ***The premises shall be open for inspection upon request by the Zoning Administrator, Code Enforcement Officer, Building Official, Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.*** We recommend a note stating compliance with this standard be added to the site plan.

25. ***The penalties and fees collected by the Township for Marihuana Establishments and Facilities shall be the maximum permissible by the State of Michigan unless otherwise established by the Township Board.*** This standard is met by the proposal.

RECOMMENDATION

At this time there are several informational items that must be provided or clarified on the site plan. We recommend that Planning Commission hold a hearing and let the applicant share their business plan with the planning Commission. We also recommend planning commission consider any comments from the public at the hearing. Finally, we recommend Planning Commission table making a recommendation to the Board until a time that all of the above comments have been addressed.

Respectfully submitted,

McKENNA ASSOCIATES





Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

APPENDIX 1 – SITE PLAN APPLICATION

Application # _____

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW APPLICATION

PROJECT NAME: RTMC Enterprises, Inc. DBA Northern Trellis

PROJECT ADDRESS: 50 E. North Territorial, Whitmore Lake, MI 48189

Applicant Information:	**Owner Information:**
Name: RTMC Enterprises, Inc.	Name: Northfield Corner Lot, LLC
Address: 2950 Newport Rd, Ann Arbor, MI 48103	Address: 120 W. Washington St., Unit F Ann Arbor MI 48104
Phone: 734-341-9945	Phone: 734-223-0980
Email: trent@jupiterphase.com	Email: tonerlawpllc@gmail.com

If the applicant is not the property owner, then a statement from the owner **MUST** be attached authorizing the application.

Proof of ownership **OR** Statement if applicant is not owner is attached. ☑

If applicant is not the owner, describe applicant's interest in the property

Applicant is lessee and owner/operator of the business

PROPERTY DESCRIPTION

Legal Description: ☑ Attached ☐ On Site Plan

Parcel ID(s): B -02-20-300-031 and B -02-20-300-032

Description of Proposed Use:

Medical Marijuana provisioning center and marijuana adult use retail facility

Total Acreage of Site:

3.38

Total Floor Area:

Existing: 6,780 SF

Proposed: 7,530 SF

Height of Structure(s) (in stories & feet):

28' 0" from lower floor to roof ridge
18' 0" from upper floor to roof ridge

Sanitary Facilities: ☐ Sewer ☑ Septic

Water: ☐ Municipal ☑ Private Well

Zoning Classification(s):

☐ RC ☐ AR ☐ LR ☐ SR1 ☐ SR2 ☐ MR ☐ VC ☐ LC ☑ GC ☐ ES ☐ HC ☐ GI ☐ LI ☐ Other _____

SITE PLAN REVIEW OPTIONS

Administrative Site Plan Review:

☑ Expansion or reduction of an existing, conforming structure less than 2,000 sq. ft. / 5% of floor area

☑ Additional parking, loading / unloading spaces and landscape improvements

Site Plan Review:

☐ New Construction

☑ Building Addition

Development Plan Review:

☐ Planned Unit Development

☐ Planned Residential Development

☐ Site Condominium Plan

Amendment to Approved Site Plan or Development Plan:

☐ Site Plan

☐ Development Plan

Site or Development Plan Review in conjunction with: ☐ Rezoning Request ☑ Special Land Use Request

Application # _____

AUTHORIZED SIGNATURE	
I hereby state that all of the above statements and all of the accompanying information are true and correct.	
Applicant's Signature: Robert H. McCrea IV Date: 5-16-2020	
FOR OFFICE USE ONLY	
Application Received Date:	**Planning Commission Received Date:**
Planning Commission Action: ☐ Approved Date: _____ ☐ Denied Date: _____ Expiration Date: _____	
Fee Received: ☐ Cash ☐ Check #_____	

APPENDIX 2 – CONCEPT MEETING FORM / MEETING CONTACT LIST

NORTHFIELD TOWNSHIP

CONCEPT MEETING FORM

PROJECT NAME: Northern Trellis

Applicant Contact Information:

Name: Dr. Robert H. McCurren, IV

Address: 2950 Newport Rd, Ann Arbor, MI 48103

Phone: 734-341-9945 Facsimile:

Email: rob@jupiterphase.com

MEETING AGENDA

The following items should be discussed during the project concept meeting. This form should be completed during the project concept meeting and distributed to all parties.

Review of policy and procedural matters including scheduling.	☐
Review required outside agency reviews and approvals.	☐
Review all submission requirements including the Northfield Township Site Plan Process Manual and all checklists.	☐
Review of the concept plan including any general zoning, landscaping, engineering and architectural design issues.	☐
Identify relevant historic, cultural and physical land features.	☐
Indicate to the applicant if a second project concept meeting will be required prior to apply for full site plan approval.	☐

AUTHORIZING SIGNATURES

By signing below I attest to the fact that each of the above items was discussed at the project concept meeting:

Applicant: _____ Date: _____

Township Staff: _____ Date: _____

Please attach the project concept meeting sign-in sheet to this form.

NORTHFIELD TOWNSHIP

CONCEPT MEETING CONTACT LIST

PROJECT NAME: Northern Trellis

Meeting Date:

APPLICANT / OWNER / REPRESENTATIVES

	Name	Phone	Email
1.			
2.			
3.			
4.			
5.			
6.			
7.			

TOWNSHIP STAFF

1.			
2.			
3.			
4.			
5.			
6.			
7.			

The above persons attended the concept meeting for the project listed above.

Applicant: _____ Date:_____

Township Staff:_____ Date:_____

Please attach to the the project concept meeting form.

APPENDIX 3 – SITE PLAN REVIEW CHECKLIST

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW CHECKLIST

PROJECT NAME: Northern Trellis

A Site Plan submitted for review and approval shall contain all of the following data prior to its submission to the Planning Commission for review and recommendation as provided in Article 64. Site plans shall consist of an overall plan for the entire development.

Five (5) full size plan sets shall be submitted of at least 24" x 36". In addition to the five (5) full size plan sets, ten (10) reduced plan sets of 12" x 18" shall be submitted for review, with the required review fee and application forms.

The following minimum information shall be included on all site plans submitted to Northfield Township:

GENERAL INFORMATION		
Contact Info	Development Team information including Proprietors', Applicants', and Owners' names, addresses and telephone numbers.	☑
Title Block	Name, address and telephone number of the site plan preparer, project name, and date (month, day, year) including revisions.	☑
Location Map	A location map drawn at a scale of 1"=2,000' with north point, and indicating the proximity of the site to major roads and intersections.	☑
Scale / North Point	Plans shall be drawn to a scale not greater than 1"=20' nor less than 1"=200'. A north arrow shall be indicated on all pages.	☑
Legal Description	A legal description and certified survey of all subject parcels. Where a metes and bounds description is used, lot line angles or bearings shall be indicated on the plan. Lot line dimensions and angles or bearings shall be based upon the boundary survey prepared by a registered surveyor and shall correlate to the legal description.	☑
	General description of deed restrictions, if any.	☑
Professional Seal	The plans shall be sealed by a registered architect, engineer, landscape architect or planner.	☑
Existing Features to include:	Existing lot lines, building lines, structures, parking areas, etc., on the parcel(s), and within 100 feet of the site.	☑
	Existing and proposed lot line dimensions and lot area.	
	Existing buildings, structures, and other improvements, including drives, utility poles and towers, easements, pipelines, excavations, ditches (elevations and drainage directions), bridges, culverts. Provide a clear indication of improvements to remain or be removed.	☑
	Centerline and existing and proposed right-of-way lines of any street.	☑
	Owner, use and zoning classification and land use of petitioner's parcel(s) and all abutting parcels. Location and outline of buildings, drives, parking lots, and other improvements on adjacent properties.	☑
	Gross and net acreage figures; total ground floor area and lot coverage (percent); floor area ratio.	☑
	Proximity to major thoroughfares and section corners.	☑
PHYSICAL FEATURES		
Structures	Location and exterior dimensions of proposed buildings and structures, with the location to be referenced to property lines or to a common base point; all required setbacks; distances between buildings; height in feet and stories; finished floor elevations and contact grade elevations.	☑
Streets / Drives	Name, right-of-way, location and alignment of all proposed streets and drives; rights-of-way; surface type and width; location and typical detail of curbs; turning lanes with details; location, width, surface elevations and grades of all entries and exits; curve radii.	☑
	Right-of-way expansion where applicable; reservation or dedication of right-of-way to be clearly noted.	☑
	Designation of fire lanes.	☑

Parking	Location and dimensions of proposed parking lots; parking calculations; number of spaces in each lot; dimensions of spaces and aisles; angle of spaces; drainage pattern; surface type.	☑
Landscaping	Landscape plan showing location and size of plant materials of all existing and proposed plant materials.	☑
	Location and description of all existing and proposed landscaping berms, fencing and walls.	☑
	Location and size of proposed improvements of open spaces and recreation areas, and maintenance provisions for such areas.	☑
	Location and type of proposed screens and fences; height, typical elevation and vertical selection of screens, showing materials and dimensions.	☑
Pathways	Location, width and surface of proposed sidewalks and pedestrian ways.	☑
Trash Receptacles	Location of existing and proposed outdoor trash container enclosures; size, typical elevation and vertical section of enclosures; showing materials and dimensions.	☑
Exterior Lighting	A lighting plan prepared in accordance with Section 60.31.	☑
Signs	Location, dimensions, area and height of proposed signs.	☑
Service Facilities	Location of existing and proposed service facilities above and below ground, including: 1. Well sites; 2. Septic systems and other wastewater treatment systems. The location of the septic tank and drain field (soil absorption system) should be clearly distinguished; 3. Chemical and fuel storage tanks and containers; 4. Storage, loading and disposal areas for chemicals, hazardous substances, salt and fuels; 5. Water mains, hydrants, pump houses, standpipes and building; 6. Sanitary sewers and pumping stations (General Information); 7. Stormwater control facilities and structures including storm sewers, swales, retention and detention basins, drainage ways and other facilities, including calculations for sizes (General Information); and 8. Location of all easements.	☑
Historic Places	Historic structures as identified by the State of Michigan and/or National Registry of Historic Places pursuant to U.S. Department of the Interior review.	☑
Other	Any other pertinent physical features.	☑
NATURAL FEATURES		
General	Existing natural features such as trees, wooded areas, streams, marshes, ponds and other wetlands. A clear indication of all natural features to remain and to be removed shall be provided.	☑
Soil	Soil characteristics of the parcel(s) to at least the detail provided by the U.S. Soil Conservation Service "Soil Survey of Washtenaw County, Michigan"	☑
	A description of measures to control soil erosion and sedimentation during grading and construction operations until a permanent ground cover is established. Such plan shall be approved by the County Soil Erosion and Sedimentation Control Agent.	☑
	Location of proposed retaining walls; dimensions and materials of same; fill materials; typical vertical sections; restoration of adjacent properties, where applicable.	☑
Topography	Existing topography with a maximum contour interval of two (2) feet. Topography on the site and beyond the site for a distance of 100 feet in all directions should be indicated.	☐
	A grading plan showing finished contours at a maximum interval of two (2) feet, correlated with existing contours so as to clearly indicate required cutting, filling and grading. All finished contour lines are to be connected to existing contour lines at or before the property lines.	☐
Wetlands / Drainage	Location of existing drainage courses and associated bodies of water, on and off-site, and their elevations.	☑
	Location of existing wetlands, regardless of whether State regulated or not.	☑

	Location of flood plains pursuant to Township FEMA maps.	☑
	Township groundwater recharge areas as they relate to the plan.	☑
Woodlands	Groups of trees shall be shown by an approximate outline of the total canopy; individual deciduous trees of six (6) inch diameter or larger and individual evergreen trees six (6) feet in height or higher, where not a part of a group of trees, shall be accurately located on the site plan.	☑
	Listing of rare of endangered species of flora or fauna, as identified by the State of Michigan and/or the Michigan Natural Feature Inventory (MNFI).	☑
	A tree replacement plan in accordance with Section 60.26 F and H.	☑
Natural Features Impact Statement	When at least one (1) natural feature is determined to exist on-site, a Natural Features Impact Statement in accordance with Section 60.26 B.4. must be provided.	☑
ADDITIONAL REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS		
	Dwelling unit density, lot area per dwelling unit, and a complete schedule of the number, size and type of dwelling units.	☐
	Designation of units by type and number of units in each building.	☐
	Carport locations and details where proposed	☐
	Specific amount, location and type of facilities in all existing and proposed recreation areas.	☐
	Details of any community buildings and fencing of swimming pool(s) if proposed.	☐
ADDITIONAL REQUIREMENTS FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENTS		
	Loading / unloading areas.	☐
	Gross and usable floor area.	☐
	Number of employees in peak usage.	☐

APPENDIX 4 – LANDSCAPE PLAN REVIEW CHECKLIST

NORTHFIELD TOWNSHIP

LANDSCAPE PLAN REVIEW CHECKLIST

PROJECT NAME: Northern Trellis

A separate detailed landscape plan shall be submitted as part of the site plan review process. On sites of greater than one (1) acre, landscape plans shall be prepared and sealed by a registered landscape architect licensed in the State of Michigan.

The landscape plan shall be included as a part of the overall site plan and shall meet the submittal requirements outlined in the Northfield Township Site Plan Review Checklist. The checklist provided below is only a general guide to the detailed requirements of Section 60.25 of the Northfield Township Zoning Ordinance. The applicant must meet the detailed standards of Section 60.25 as a part of any site plan submittal.

The landscape plan shall include, but not necessarily be limited to, the following items as detailed in Section 60.25 of the Northfield Township Zoning Ordinance.

LANDSCAPE PLAN INFORMATION		
1.	Existing and proposed topography, by contours, correlated with the grading plan.	☑
2.	Location, type, size and condition of existing plant material to be saved, moved, or removed; proposed means of protecting existing plant materials during construction.	☑
3.	Location of proposed plant materials; a planting list of proposed materials, showing sizes, height, botanical and common names, spacing, and root type (bare root or balled and burlapped).	☑
4.	Location of all proposed improvements as shown on the site plan.	☑
5.	Sections, elevations, plans and details of landscape elements, such as berms, walls, ponds, retaining walls and tree wells.	☑
6.	Proposed planting dates.	☑
7.	Irrigation system plan for watering and draining landscape areas.	☑
8.	Planting and staking details, in text or graphic form, explaining the method of installation, type and depth of mulch, and any special planning requirements.	☑
9.	Typical straight cross-section including slope, height and width of berms.	☑
10.	Buffering between land uses and adjacent to existing natural features.	☑
11.	Parking lot landscaping.	☑
12.	Subdivision and site condominium landscaping.	☑
13.	General site landscaping.	☑
14.	Refuse container screening.	☑
15.	Miscellaneous landscape requirements.	☑

APPENDIX 5 – CONSTRUCTION / ENGINEERING PLANS CHECKLIST

NORTHFIELD TOWNSHIP

DETAILED CONSTRUCTION AND ENGINEERING PLANS REVIEW CHECKLIST

PROJECT NAME: Northern Trellis

After a site plan has been approved, the following minimum information shall be included on all detailed construction and engineering plans submitted to Northfield Township.

The design of storm sewers, stormwater facilities, roads, parking lots, driveways, water mains, sanitary sewers and other site improvements must meet the design and construction standards of Northfield Township and other appropriate agencies.

CONSTRUCTION AND ENGINEERING PLAN INFORMATION

1.	Layout, size of lines, inverts, hydrants, drainage flow patterns, location of manholes and catch basins for proposed sanitary sewer, water and storm drainage utilities.	☐
2.	Location and size of retention ponds and degrees of slope of sides of ponds.	☐
3.	Calculations for size of storm drainage facilities.	☐
4.	Location of electricity and telephone poles and wires.	☐
5.	Location and size of underground tanks where applicable.	☐
6.	Location and size of outdoor incinerators.	☐
7.	Location and size of wells, septic tanks and drain fields, where applicable.	☐
8.	Name, location, alignment and right-of-way of existing and proposed streets and drives on or adjacent to the property; surface type and width; spot elevations of street surface, including elevations at intersections with streets and drives of the proposed development.	☐
9.	Typical cross-sections of all proposed streets and drives showing surface, base and sub-base materials, dimensions and slopes.	☐
10.	Location and dimensions of existing and proposed parking lots; drainage patterns; and typical cross-sections showing surface, base and sub-base materials.	☐
11.	Location, width and surface of all proposed sidewalks and pedestrian ways; typical cross-sections showing surface, base and sub-base materials.	☐
12.	Right-of-way reservation or dedication is to be clearly noted. Dedication of right-of-way shall be executed or provisions made.	☐
13.	Other requirements:	
14.	Comments:	

APPENDIX 6 – ZONING COMPLIANCE APPLICATION / INSPECTION REPORT FORM

Application # _____

NORTHFIELD TOWNSHIP

ZONING COMPLIANCE APPLICATION / CERTIFICATION

Zoning Compliance is required prior to new construction or alterations to an existing structure. Zoning Compliance is required prior to occupancy.

This application must be accompanied by two (2) copies of scale site plans meeting the information requirements of the Zoning Administrator.

Applications for zoning compliance certificates shall be deemed abandoned six (6) months after the date of filling unless diligently pursued or a building permit or certificate of occupancy is issued.

Any certificate shall become invalid if the authorized work is suspended or abandoned for a period of six (6) months after commencement of work.

PROJECT NAME: RTMC Enterprises, Inc. DBA Northern Trellis

PROJECT ADDRESS: 50 E. North Territorial, Whitmore Lake, MI 48189

PARCEL ID(S): B -02-20-300-031 and B -02-20-300-032

Applicant Information:	**Owner Information:**
Name: RTMC Enterprises, Inc.	Name: Northfield Corner Lot, LLC
Address: 2950 Newport Rd, Ann Arbor, MI 48103	Address: 120 W. Washington St., Unit F Ann Arbor 48104
Phone: 734-341-9945	Phone: 734-223-0980
Email: trent@jupiterphase.com	Email: tonerlawpllc@gmail.com

If application is made by other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of ownership **OR** Affidavit if applicant is not owner is attached. ☑

If applicant is not the owner, describe applicant's interest in the property.

Applicant is lessee and owner/operator of the business

PROPERTY DESCRIPTION

Description of Proposed Use:

Medical Marijuana provisioning center and marijuana adult use retail facility

Sanitary Facilities: ☐ Sewer Sewer Tap Permit # _____ ☑ Septic WCHD Permit # 520

Zoning Classification(s):

☐ RC ☐ AR ☐ LR ☐SR1 ☐SR2 ☐MR ☐VC ☐LC ☑GC ☐ES ☐HC ☐GI ☐LI ☐Other _____

Type of Construction / Alteration:

Modification to existing building to make suitable for medical marijuana provisioning center and marijuana adult use retail facility

Project Start Date:	**Project Completion Date:**
Dependent upon permit, estimated date Sep/Oct 2020	Estimated end Mar/Apr 2021

PC / ZBA Case #(s): _____ **Action:** _____ **Date:** _____

AUTHORIZED SIGNATURE

In the case of a false statement or misrepresentation of fact in the application or on the plans on which the certificate is based, any zoning compliance certificate issued thereto shall be null and void.

I hereby acknowledge the above facts and those on the attached site sketch and prints to be true to the best of my

Application # _____

knowledge and state that said construction and/or occupancy of the structure and/or site shall occur in accordance with this certificate. Further, I agree to give permission for officials of Northfield Township, Washtenaw County and the State of Michigan to enter the property for the purposes of inspection.

Applicant's Signature: Robert N. McCune III Date: 5-16-2020

FOR OFFICE USE ONLY

Application Received Date:	**Existing Legal Non-Conformities:**

Zoning Compliance Certificate: ☐ Approved Date: _____ ☐ Approved as Noted Date: _____

Comments / Reasons for Denial:

☐ Denied Date: _____

Zoning Administrator's Signature: _____ Date: _____

Inspection Date: _____ ZC#_____

NORTHFIELD TOWNSHIP

FINAL ZONING COMPLIANCE CHECKLIST

PROJECT NAME: Northern Trellis

PROJECT ADDRESS: 50 E. North Territorial, Whitmore Lake, MI 48189

AREA OF CONCERN

	LANDSCAPING	Complies	Does Not Comply	N/A
1.	Greenbelt	☐	☐	☐
2.	Parking lot islands, etc.	☐	☐	☐
3.	Site landscaping	☐	☐	☐
4.	Foundation plantings	☐	☐	☐
5.	Dumpster screening	☐	☐	☐
6.	Comments:			
	PAVEMENT			
7.	Base course	☐	☐	☐
8.	Final course	☐	☐	☐
9.	Striping	☐	☐	☐
10.	Aisle width	☐	☐	☐
11.	Number of spaces	☐	☐	☐
12.	Comments:			
	LIGHTING			
13.	Number of fixtures	☐	☐	☐
14.	Type of fixtures	☐	☐	☐
15.	Comments:			
	SIGNS			
16.	Number of signs	☐	☐	☐
17.	Size and area	☐	☐	☐
	Comments:			

Inspection Date: _____ ZC#_____

ENGINEERING COMMENTS:
UTILITIES COMMENTS: ☐ Connection fees paid
FIRE CHIEF'S COMMENTS:
ACCESS:
OTHER CONDITIONS OF APPROVAL:
Inspected By:

Statement of Consent

Property Owner

January 23, 2020

RE: Written consent for the proposed marijuana facility located at 50 E North Territorial Drive, Whitmore Lake, MI 48189 (the "Property")

To Northfield Township (the "Township"):

This letter is to confirm that RTMC Enterprises, Inc. is the applicant and proposed operator of the Property. The undersigned is a legally qualified representative of the entity and

1) The undersigned is the legal owner in fee of the Property, and

2) Authorizes the applicant to conduct the proposed work, and

3) Authorizes the applicant to operate the proposed operation.

Subscribed and sworn to before me this

23th day of January 2020.

Karen Strieter Flynn

Karen Strieter Flynn

Notary Public, State of Michigan

County of Oakland

My Commission Expires: 5/4/2023

Acting in Washtenaw County

W.F.D. LLC

William F. Dufek

Its:

managing member

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 2ND day of ~~November~~ DECEMBER 2019, by and between William F Dufek Member of W.F.D. LLC ("Seller"), whose address is 1861 Oakleigh PL. Ann Arbor MI 48103 and Jon Carlson, or an LLC to be named, whose address is 2701 Daleview Drive, Ann Arbor, Michigan 48105 ("Purchaser"), in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the property located in the Township of Northville. County of Washtenaw , State of Michigan, commonly known as **50 E. North Territorial Rd. Whitmore Lake, MI 48189**, and further described as; Tax ID B-02-20-300-031 and B-02-20-300-032;

   Legal description: OWNER REQUEST ****FROM 0220300025 07/25/96NO 20-10A-2 COM AT W 1/4 COR SEC 20, TH E 591.08 FT, TH S 260.00 FT TO A POB, TH EAST 284.00 FT,TH NORTH 170.00 FT, TH EAST 231.03 FT, TH S 34-31-00 E 224.60 FT, TH WEST 661.00 FT, TH N 60-00-00 W 30.00 FT, TH EAST 41.00 FT TO THE POB. PT OF SW 1/4 SEC 20, T1S-R6E1.33 AC **AND** OWNER REQUEST ****FROM 0220300025 07/25/96NO 20-9D COM AT W 1/4 COR SEC 20, TH EAST 258.80 FT TO A POB, TH S 01-27-00 W 260.10 FT, TH EAST 338.90 FT, TH NORTH 260.00 FT, TH WEST 332.30 FTTO THE POB. PT OF SW 1/4 SEC 20, T1S-R6E. 2.05 AC

2. **PURCHASE PRICE.** The purchase price for the Property shall be **One Million Four Hundred Thousand 00/100 ($1,400,000.00.)** Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. **TERMS OF PAYMENT.** The purchase price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

X **CASH SALE**

4. **EARNEST MONEY DEPOSIT**. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Absolute Title Co. (the "Title Company"); which party shall be referred to as the "Escrow Agent", Purchaser's nonrefundable earnest money deposit in the amount of **Twenty Thousand 00/100 ($20,000.00) Dollars**, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be delivered to Seller in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. **INSPECTION PERIOD**. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have ninety (**90**) days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period. Purchaser shall have two (2), separate options to extend the Inspection Period for up to an additional thirty (30) days by notice to Seller and increasing the nonrefundable Deposit by an additional Five Thousand ($5,000.00) Dollars at time of exercising either option.

6. **SURVEY AND TITLE INSURANCE**.

(a) **Survey**: Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey" for the land split application). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Purchaser.

(b) **Title Insurance**: Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; or without Standard Exceptions (the "Commitment"), from Absolute Title Company (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within ten (10) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.

(c) **Objections to Title and Survey**. In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have ten (10) days from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

(a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

(b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within Ten (10) days of the Effective Date, Seller understands that Purchaser requires this information and the information in (10) Days above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

(a) **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of Absolute Title Co. and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: (i) ten days following the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date"). In addition, at Closing Purchaser shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a "due date" in a matter that is custom where the property is located. Taxes shall not be prorated to the extent payable by tenants. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

8. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

(a) **Authority**. Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.

(b) **Title and Characteristics of Property**. Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.

(c) **Conflicts**. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

(d) **Condemnation**. Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

(e) **Litigation**. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(f) **Assessments and Taxes**. No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.

(g) **Boundaries**. (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof; except as provided herein.

(h) **No Violations**. Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasigovernmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(i) **Foreign Ownership**. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(j) **Prior Options**. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

(k) **Mechanics and Materialmen**. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

(a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

(b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

(a) The Warranty Deed, Land Contract or Assignment of Land Contract required by Section 3 of this Agreement.

(b) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.

(c) Any other documents required by this Agreement to be delivered by Seller.

(d) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.

(e) Other:

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

(a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.

(b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.

(c) Any other documents required by this Agreement to be delivery by Purchaser.

(d) Other: __

14. Intentionally Omitted

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

If to Purchaser:

Name:	Jon Carlson
Address:	2701 Daleview Drive
Address:	Ann Arbor, MI 48105
Telephone:	734.604.0977
Facsimile:	
Email:	carlson@3missionpartners.com

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

If to Seller:

Name:	William F Dufek
Address:	1861 Oakleigh Place
Address:	Ann Arbor MI 48103
Telephone:	
Facsimile:	
Email:	bill.dufek.b00g@statefarm.com

With copy to:

Name:	Tyler Burgoon
Address:	3700 W Liberty Rd.
Address:	Ann Arbor, MI 48103
Telephone:	734.730.5633
Facsimile:	
Email:	tyler@jpcommercialre.com

16. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. **ADVICE OF COUNSEL.** All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

BROKERAGE FEE. Seller acknowledges that Tyler Burgoon of JP Commercial Real Estate is affiliated with the Seller and is a licensed real estate broker in the State of Michigan. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

19. **DEFAULT.**

(a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.

(b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. **INCENTIVES.** Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same. Exception: No extensions to diligence and closing as a result.

22. **WAIVER**. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. **DATE FOR PERFORMANCE**. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. **FURTHER ASSURANCES**. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. **SEVERABILITY**. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. **CUMULATIVE REMEDIES**. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. **AUTHORITY**. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. **SUCCESSORS AND ASSIGNS**. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. **NOTICE OF CONTACT WITH THIRD PARTIES**. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. **RELATIONSHIP OF THE PARTIES**. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

32. **RECORDING**. This Agreement shall not be recorded by either party or any of their representatives.

33. **CONFIDENTIALITY**. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. **COUNTERPARTS**. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. **OTHER PROVISIONS**. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

The Purchase shall make its best effort to accommodate the continued tenancy of the current Tenant or provide Tenant 90 day's formal written notice to vacate the premises.

Purchaser must submit Marihuana Facilities Permit Application to the Township of Northfield. Purchaser may not submit a Marihuana Facilities Permit Application to the Township of Northfield for any other address located within the Northfield Township.

Improvements of the parcel directly to the South are encroaching upon the Property. The owner has been sent notice of such encroachment.

Seller makes no representations to parcel B-02-20-300-031, as to whether this parcel is buildable or suitable for use.

_____

_____

_____.

Purchaser's Acknowledge Agreement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser: **Witnesses:**

By: _____ _____

Its: Manager

By: _____ _____

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this 2nd day of DECEMBER, 2019, at 8:00 (AM/PM) with the following conditions: _____

_____

_____

_____

_____

_____; or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20___, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

By: William F. Jafek

of: WFD LLC

Its: Managing Member

Witnesses:



Purchaser's Acknowledgement of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20___, at _____(AM/PM)

For Purchaser:

Witnesses:

By: _____ _____

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By *(Purchase or Seller)*	Attached By *(Date)*
Exhibit A		Purchaser	
Exhibit B			
Exhibit C			
Exhibit D			
Exhibit E			

Exhibit F
Exhibit G

Statement of Consent

Property Owner

January 23, 2020

RE: Written consent for the proposed marijuana facility located at 50 E North Territorial Drive, Whitmore Lake, MI 48189 (the "Property")

To Northfield Township (the "Township"):

This letter is to confirm that RTMC Enterprises, Inc. is the applicant and proposed operator of the Property. The undersigned is a legally qualified representative of the entity and

1) The undersigned is the legal owner in fee of the Property, and

2) Authorizes the applicant to conduct the proposed work, and

3) Authorizes the applicant to operate the proposed operation.

Subscribed and sworn to before me this

23th day of January 2020.

Panagiota Korelis Richards

Notary Public, State of Michigan

County of LIVINGSTON

My Commission Expires: 9/2/2024

Acting in LIVINGSTON County

PANAGIOTA KORELIS RICHARDS
Notary Public – State of Michigan
County of Livingston
My Commission Expires Sep 2 2024
Acting in the County of LIVINGSTON

Northfield Lot LLC

Its:

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COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") shall be effective as of _____, 2020 (the "Effective Date") notwithstanding the date of execution, and is by and between NORTHFIELD CORNER LOT, LLC, a Michigan limited liability company, whose address is 120 West Washington Street Unit F, Ann Arbor, MI 48104 ("Landlord"), and RTMC ENTERPRISE, LLC whose address _____ , Attn: _____ ("Tenant").

Recitals

WHEREAS, Landlord is the owner of land and a two-story building (the "Building") occupying approximately 6000 square feet located thereon, having an address commonly known as 50 East North Territorial Road, Whitmore Lake, Michigan 48189 and whose legal description is attached as Exhibit A hereto (the "Premises"); and

WHEREAS, the Landlord has agreed to lease to Tenant, and Tenant has agreed to rent from Landlord, the Premises for the term identified herein.

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

1. Agreement to Lease. In consideration of the rents to be paid in this Lease and the agreements made in this Lease by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, the Premises, upon the terms and conditions of this Lease, for the Term set forth below.

2. Term. (a) This term of this Lease (the "Term") shall be for a period of ten (10) years, commencing on March 1st, 2020 (the "Commencement Date"), and ending on February 28, 2030 ("Expiration Date") unless sooner terminated as provided in this Lease. Neither this Lease nor any memorandum of this Lease shall be recorded.

Notwithstanding anything to the contrary herein, this Lease is expressly contingent on Landlord's consummation of its pending acquisition of the Premises pursuant to the terms of that certain Commercial Purchase Agreement dated as of December 2, 2019 by and between the Landlord and W.F.D., LLC. If the Landlord has not acquired title to the Premises on or before the Commencement Date, then from and after that date, either party shall be entitled to terminate this Lease with no liability to the other. For the avoidance of doubt, the Commencement Date shall not be deemed to have occurred, and Tenant shall have no liability for Rent or any other obligation unless Landlord is vested with fee title on or before March 1, 2020.

(b) Provided Tenant is not in material default under this Lease after notice and beyond the applicable cure period at the time of the exercise, Tenant shall have, and is hereby granted, three (3) options to renew and extend the Term of this Lease from the date upon which it would otherwise expire, each renewal term(s) being

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for a period of five (5) years (each a **"Renewal Term," and collectively, the "Renewal Terms").** Each Renewal Term shall follow consecutively upon the expiration of the preceding Term as hereinabove provided and such Renewal Term shall, upon commencement thereof, be deemed included in references to "the term of this Lease" or "Term". Tenant's said option with respect to a Renewal Term shall be exercised by Tenant giving written notice to Landlord of Tenant's exercise of same not later than one hundred eighty (180) days prior to the expiration date of the preceding Term. If Tenant elects to exercise any renewal option, the full Term of the Lease shall be automatically extended for the Renewal Term without the need for the execution of an extension or renewal lease. Such Renewal Term shall be on all of the same terms and conditions as are in effect hereunder immediately preceding the commencement date of such Renewal Term, except that the Base Rent during the Renewal Term shall be as provided below. All provisions for the payment of additional rent shall continue to apply without limitation.

During any Renewal Term, the Base Rent payable for each month during such Renewal Term shall be the prevailing rental rate (the "**Prevailing Rental Rate**"), at the commencement of such extended Renewal Term, for commercial space of equivalent quality, size, utility and location, with the length of the extended Term, the credit standing of Tenant to be taken into account, and the particular use of the Premises within the marketplace. In no event, however, shall the Base Rent rate per square foot in the Renewal Term be less than the Base Rent rate per square foot in effect during the last calendar month in the preceding Term. Within thirty days after receipt of Tenant's notice to extend, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Base Rent, if any. Tenant shall, within ten days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. Landlord shall provide to Tenant reasonable backup information for Landlord's determination of the Prevailing Rental Rate if Tenant requests, by written notice to Landlord during such ten day period, that Landlord provide same to Tenant.

If Tenant rejects Landlord's determination of the Prevailing Rental Rate, the parties agree that they shall engage a mutually acceptable, qualified broker (whose costs will be split) and submit the matter to said broker, whose determination shall be binding on both parties. Notwithstanding the foregoing, in no event shall the broker's determination of the Prevailing Rental Rate be less than the Base Rent rate in effect during the preceding Term.

3. Rent.

A. The base rent (the "Base Rent") during the Term shall be as follows:

Years	Monthly	Yearly
1-10	$15,000.00	$180,000.00

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The Base Rent, together with the amount set forth in Paragraph 4.B. below, shall be payable in advance in equal monthly installments commencing on the first day of the month in which the Commencement Date occurs (or as otherwise provided), and thereafter on the first of each month (each date a "Due Date") throughout the term of this Lease. Tenant shall pay to Landlord, on the first day of each month (each day a "Due Date") at the mailing address for rent is c/o Mission Management 3075 Charlevoix SE #100 Grand Rapids MI 49546, or such other address as Landlord may provide Tenant with.

B. As used herein, the term "Rent" shall mean and include Base Rent, and any Additional Rent (as defined below). If any amount of Rent is not received within five days following the date that it is due, interest shall accrue from said due date at the rate of seven (7%) per annum and there shall be a late charge of Fifty and 00/100 ($50.00) Dollars, and non-payment of the same shall be construed to be the same as a default in payment of Rent, and the same remedies as provided for non-payment of Rent in this Lease shall be available to Landlord.

C. Additional Rent. Commencing upon the Commencement Date and for the balance of the Term, Tenant shall pay to Landlord as additional rent (i) all real property taxes levied with respect to the Building and the Premises or any portion thereof; (ii.) Landlord's costs and expenses incurred in connection with insuring, maintaining, managing and repairing any portion of the Building; and (iii.) all utilities servicing the Premises which are not placed in Tenant's name.

Tenant shall pay to Landlord one-twelfth of an amount estimated by Landlord to be Tenant's Additional Rent for that calendar year or balance thereof. Landlord may adjust the Additional Rent charged to Tenant at the end of any calendar quarter on the basis of Landlord's experience and reasonably-anticipated costs. Following the end of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired, showing the total taxes, insurance, maintenance and utilities charges for the preceding calendar year, the amount of Tenant's share of same, and the payments made by Tenant with respect to the calendar year. Landlord shall use reasonable effort to deliver such statement to Tenant within one hundred twenty (120) days following the end of each calendar year. If Tenant's costs set forth herein exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If such payments exceed Tenant's costs, Landlord shall refund to Tenant the amount of any excess, less any amounts due and owing Landlord.

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D. Additional Percentage Rent. [Intentionally Deleted.]

E. Payment of Rent. All payments of Rent or other sums to be made to Landlord shall be made at such place as Landlord shall designate in writing from time to time. Landlord may accept less than the full amount of Rent due at any time, and such acceptance shall not constitute a waiver of Landlord's right to insist upon full payment of all Rent and other charges due under this Lease. Failure of Tenant to pay any of the Rent required by this Paragraph 4. to be paid when due shall constitute a default under the terms of this Lease subject to any notice and applicable cure period.

4. Assignment. Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the written consent of the Landlord, which Landlord shall not unreasonably withhold. Unless expressly agreed to in writing by Landlord, Landlord's consent to an assignment or transfer of this Lease shall not relieve Tenant of its obligations under this Lease. Any assignment, transfer, hypothecation, mortgage or subletting without Landlord's written consent shall give Landlord the right to terminate this Lease and to reenter and repossess the Premises.

5. Bankruptcy and Insolvency. The interest of Tenant in this Lease may not be assigned by operation of law or other involuntary assignment. Landlord may terminate this Lease upon any involuntary assignment including the following events:

i. If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditor or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt, or if any one of the individuals comprising Tenant is or becomes bankrupt or insolvent or makes an assignment for the benefit of creditors;

ii. If a Writ of Attachment or Execution is levied upon Tenant on this Lease; or

iii. If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment may be construed as a default by Tenant and could terminate Tenant's right to possession of the Premises, and Landlord shall have the right to elect to terminate this Lease. This Lease shall not be treated as an asset of Tenant in the event Landlord terminates this Lease. If Landlord has no legal right to terminate this Lease and Tenant, as a debtor-in-possession pursuant to the Bankruptcy Code, or its trustee, elects to assume this Lease, adequate assurance of future performance must be given in addition to the cure of all outstanding defaults. Adequate assurance of future performance shall constitute the posting of three (3) months advance rent and reasonable financial assurance that such debtor, trustee or assignee is financially capable of continued performance of all obligations under this Lease. In the event of a Chapter 11 reorganization under the

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Bankruptcy Code, this Lease must be assumed or assigned within sixty (60) days of filing or this Lease will be deemed rejected.

6. Right to Mortgage. Subject to the terms of this Section 6, Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Premises. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant, provided, however, that the holder of such mortgage shall covenant and agree with Tenant that, in the event of the foreclosure of such mortgage, for so long as Tenant is not in default under this Lease, the holder of such mortgage and any purchaser at the foreclosure sales shall recognize and not disturb or interfere with the rights and interests of Tenant hereunder. Tenant shall, in such event, attorn to such holder and purchaser. The Tenant subordination and attornment and the rights of non-disturbance shall be memorialized by a subordination, non-disturbance and attornment agreement in a commercially-reasonable form, acceptable to Tenant, Landlord (if requiring Landlord's signature) and such mortgagee. Tenant covenants to negotiate diligently in good faith with Landlord (if requiring Landlord's signature) and such mortgagee to agree upon the form of subordination, non-disturbance and attornment agreement.

7. Use and Occupancy. Tenant shall have the right to use the Premises during the Term of this Lease for any lawful purpose. Tenant shall not use the Premises in any manner which would reasonably cause the Premises to be considered any extra or especially hazardous risk under a standard fire insurance policy without providing Landlord with a policy of insurance covering such extra risks to Landlord's reasonable satisfaction. Notwithstanding anything to the contrary in this Lease, Tenant shall have no obligation to comply with any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing ("Cannabis Laws").

8. Damage to Premises. From and after the date on which Tenant shall be privileged to enter upon the Premises, Landlord shall insure the Premises against damage or destruction by fire and other casualties insurable under a standard extended coverage endorsement, subject to Tenant's reimbursement of same. Tenant shall be solely responsible for insuring Tenant's personal property within the Premises.

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In the event that, at any time during the Lease Term, the permanent improvements then constituting the Premises and site improvements shall be damaged or destroyed (partially or totally) by fire or any other casualty insurable under a standard fire and extended coverage endorsement, Landlord shall promptly, and with due diligence, repair, rebuild and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction using the proceeds of the insurance obtained by Landlord; provided, however, if fifty (50%) Percent or more of the Premises is damaged Landlord will have the right to terminate this Lease, and if as a result of any such damage or destruction during the last year of the lease term, Tenant's fixtures, equipment or other property shall be damaged or destroyed in an amount exceeding One Hundred Thousand Dollars ($100,000.00), then either party may terminate this Lease as of the date of such damage or destruction by giving written notice to the other party within thirty (30) days thereafter and Tenant shall (assuming Tenant conducts no business from the Premises) have an additional forty-five (45) days within which to remove (at Tenant's sole cost and expense) its property from the Premises, provided Tenant shall have no right of termination if the casualty occurs because of Tenant's negligence or intentional acts. Notwithstanding any such termination of this Lease by Landlord as provided in this Section, other than the event of damage to fifty (50%) or more of the Premises, Tenant shall have the right to exercise any option to extend the term hereof within thirty (30) days after the date of the receipt of Landlord's notice of termination under this Section 8, and upon the exercise of any such option by Tenant, then this Lease shall continue in full force and effect despite such notice of termination by Landlord and Landlord shall repair, rebuild and restore the said permanent improvements as above provided. In the event that this Lease shall be terminated as above provided, all unearned rent and other charges paid in advance shall be refunded to Tenant. The proceeds of the fire and extended coverage insurance carried by Landlord, shall be used to pay for Landlord's cost to repair or replace the Premises as required by this Section 8.

Each party hereto hereby remises, releases and discharges the other party hereto and any officer, agent, employee or representative of such party of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried or is required hereunder to be carried, by the party at the time of such loss, damage or injury.

9. Condition of the Premsies; Repairs. (a) On or before the Effective Date, the Landlord shall perform, at its sole expense subject to the terms herein, the Landlord's Work described in Exhibit B, attached hereto. Except for the Landlord's Work, Tenant accepts the Premises "as is, where is," and shall perform all other work to the Premises that it requires.

(b) Tenant shall make all necessary repairs and replacements to the Premises and to the building in which the Premises are located, and to the electrical systems located therein. Landlord shall make all repairs to the Premises that are structural in nature or required due to fire, casualty or other act of God, subject to Tenant's reimbursement of said charges as Additional Rent. Notwithstanding anything to the contrary, Tenant shall

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make all repairs and replacements arising from its act, neglect or default, or at Landlord's option, shall reimburse Landlord the cost of making said repairs and replacements if Landlord elects to perform same. Tenant shall keep the Premises in good repair, and Tenant shall upon the expiration of the term of this Lease, yield and deliver up the Premises in like condition as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted. Tenant will maintain mechanical systems and due semi-annual maintenance with a licensed contractor. In the event that the Landlord shall deem it necessary or be required by any governmental authority to alter, repair, remove, reconstruct or improve any part of the Premises, including but not limited to the Building (unless the same result from Tenant's act, neglect, default or mode of operation in which event Tenant shall make all such repairs, alterations and improvements), then the same shall be made by the Landlord with reasonable dispatch, however, such obligation of Tenant shall not extend to maintenance, repairs or replacements necessitated by the intentional wrongdoing or gross negligence of Landlord. If all or part of the Premises are unfit for occupancy by reason of: 1) damage or destruction for which the Tenant is not responsible hereunder; or 2) repairs, alterations, or improvements commenced by Landlord if it deems necessary in its sole discretion or if required by governmental authority, the Base Rent from the date the Premises are unfit for occupancy until the Premises are fit for occupancy will be abated in proportion to the ratio that the portion of the Premises that is unfit for occupancy bears to that portion of the Premises that is fit for occupancy. If repairs, improvements, alterations, reconstruction, etc. to the Premises cannot be completed within ninety (90) days, the Tenant may, at its option, terminate this Lease and the Landlord shall immediately refund to Tenant all unearned rent and other charges paid in advance by Tenant to Landlord.

10. Insurance; Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord from any liability for damages to any person or property in, on or about the Premises from any cause whatsoever, excepting the Landlord's acts of negligence or default. Tenant will procure and keep in effect during the term hereof public liability and property damages insurance naming Landlord as an additional insured in the sum of one million and 00/100 ($1,000,000.00) Dollars Combined Single Limit for injury or death to any person and for property damage, covering all claims for injuries to persons occurring on and around the Premises. The insurance afforded by this policy shall apply to the Landlord as an additional insured, but only with respect to personal injury and property damage liability arising out of the Tenant's use of the Premises and then only to the extent of the Tenant's obligations under this Lease. Tenant additionally agrees to cover all risks of construction during the period Tenant's improvements are being constructed by Tenant unless arising out of Landlord's acts of negligence or default.

All insurance required of Tenant shall be placed with an insurance company authorized to issue property and casualty insurance in the State of Michigan and having a Best rating of "A, Class XII" or better. Such insurance shall name Landlord and its mortgagee, if any, as additional insureds and mortgagee pursuant to a standard non-contributory mortgagee clause, each requiring at least ten (10) days prior written notice to Landlord and mortgagee of cancellation, and shall also contain a provision exempting

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Landlord from any loss of coverage as an additional insured due to the acts of Tenant. The insurance afforded by this policy shall apply to the Landlord as an additional insured, but only with respect to personal injury and property damage liability arising out of the Tenant's use of the Premises and only to the extent of the Tenant's obligations under this Lease. Tenant shall provide Landlord with a certificate of the insurance on or before the Effective Date. Tenant shall provide Landlord with copies of renewal certificates of the insurance showing premiums fully prepaid for the current year at least thirty (30) days prior to the expiration of the policy. If Tenant changes insurance companies or the form of the policy, Tenant shall promptly supply Landlord with a copy of the new certificate. If Tenant fails to obtain the required insurance, Landlord may, but shall not be obligated to, obtain such insurance. In the event Landlord pays any premiums for insurance required to be obtained by Tenant hereunder, such premiums shall be additional rent immediately due and payable from Tenant to Landlord. All such additional rent shall bear interest at the rate of two (2%) percent per annum in excess of the prime rate of interest publicly announced by Bank One, Michigan, or its successor.

All of Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk. Landlord shall not be responsible for any loss of business or other loss or damage, including to Tenant's person and property that is caused by the acts or omissions of persons occupying adjoining Premises.

11. Hazardous Materials. Tenant shall not permit the use, storage, generation or disposal of any Hazardous Materials on, in or about the Premises (including Common Areas) in violation of any federal, state, or local laws, ordinances, rules, regulations or policies governing the use of Hazardous Materials. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims, demands, governmental penalties, fines, damages, costs, or expenses of whatever kind, including reasonable expert fees, clean-up costs and attorneys' fees, resulting from the use, storage, generation, disposal or introduction of Hazardous Materials to the Premises by Tenant during Tenant's occupancy (excepting only the acts of the Landlord), and which were not present as of the Commencement Date. "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.) ("HMTA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et. seq.) ("RCRA"), the Michigan Environmental Response Act, (MCLA, Sections 299.601, et. seq.) ("Polluters Pay Act") ("ERA"), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule or regulation.

Tenant shall deliver the Premises to Landlord free of Hazardous Materials and in conformity with CERCLA, HMTA, RCRA, ERA and all other applicable federal, state and local laws, ordinances, rules and regulations upon expiration or termination of this Lease (regardless of whether resulting from early termination due to Tenant's default,

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bankruptcy, condemnation or other non-Landlord triggered events). Landlord may require Tenant to commission and pay for an environmental audit and deliver a written report of the audit results if Landlord reasonably suspects that Tenant has stored, generated or disposed of Hazardous Materials on, in or about the Premises or Common Areas in violation of applicable law. Tenant's obligation to conduct clean-up operations and provide written environmental reports if Tenant stored, generated or disposed of Hazardous Materials in or about the Premises or Common Areas shall continue until a report is received in form and substance reasonably acceptable to Landlord which certifies that the Premises is free from all Hazardous Materials. Landlord shall reimburse Tenant for the cost of the audit if the audit finds no evidence that Tenant has stored, generated or disposed of Hazardous Materials.

All Hazardous Materials used in the operation of Tenant's business must be kept at all times in compliance with all applicable Laws, and in a manner calculated to prevent damage to human health, safety, welfare and the environment, and the Premises will be operated and maintained, and the occupants of the Premises shall conduct their activities in the Building, in compliance with all Laws and in a manner calculated to prevent damage to human health, safety, welfare and the environment. In no event shall Tenant or its employees or agents dispose of Hazardous Materials in, on or under the Premises or property adjacent to the Premises and all Hazardous Materials shall be removed from the Premises in the manner set forth below. Hazardous Materials shall not be stored outside of the Building. Tenant shall not dispose of any Hazardous Materials at the Premises, except in accordance with applicable law, including, where required, to transfer such substances to licensed waste haulers. Tenant, its employees or agents, shall not introduce any Hazardous Materials into the Building's plumbing system.

Tenant's obligations and liability under this Section 11 shall include all Landlord's property, the Common Areas and property adjoining property owned by Landlord. To the extent Tenant's actions may have contaminated such common or adjoining areas, the terms of this Section 11, including the obligations and liabilities herein, shall survive termination of this Lease.

12. Alterations and Additional Construction. Tenant may not remodel and improve the Premises, including the installation of exterior signs or awnings, without the prior written approval of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall deliver the Premises to Landlord at the termination of the Lease in good condition and repair, reasonable wear and tear excepted. The Tenant is not required to remove any Tenant alterations or additions from the Premises unless directed or instructed to do so by the Landlord. If any alterations or additions are removed by Tenant, Tenant must, at Tenant's sole cost, repair and any damage caused by such removal and must restore the Premises to its original condition.

Tenant shall keep the Premises free of liens arising out of any work performed or labor or materials furnished to the Premises by or on behalf of Tenant. If Tenant fails to keep the Premises free from such liens, Tenant shall promptly reimburse Landlord for necessary costs and expenses, including reasonable attorneys fees, incurred by Landlord

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due to the filing and/or removal of any such lien. Tenant's failure to pay any such costs and expenses within five (5) days of Landlord's demand shall be a default under this Lease in the same manner as nonpayment of rent. If Tenant fails to make timely payment, Landlord shall have the same remedy as provided in this Lease for non-payment of rent.

13. Fixtures. Any personal property, trade fixtures and moveable equipment installed by Tenant in connection with the business conducted on the Premises shall remain the property of Tenant and shall be removed when this Lease expires. Tenant shall repair any damage caused by the removal of such trade fixtures or moveable equipment, and Tenant shall restore the Premises to its original condition.

Tenant covenants and agrees that Landlord shall have the right to enter the Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by Landlord essential to the use and occupancy of other parts of the Building.

14. Eminent Domain. If any part of the Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either Landlord or Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Premises, or damages awarded because of the taking, shall be payable to and the sole property of Landlord, except any award for the relocation of Tenant's business.

15. Reservation. Landlord reserves the right of free access at all times to the Premises and reserves the right to access the Premises to maintain and protect same. Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of Landlord.

16. Care of Premises. Tenant shall not perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building and shall keep Premises clean and free from rubbish and debris at all times, and it is further agreed that in the event Tenant shall not comply with these provisions, Landlord may enter upon the Premises and have rubbish and debris removed, in which event Tenant agrees to pay all charges that Landlord shall pay for said cleaning and removal of rubbish. Such charges shall be paid to Landlord by Tenant as soon as bill is presented to Tenant and Landlord shall have the same remedy as is provided in Section 23 of this Lease in the event of Tenant's failure to pay.

17. Compliance. Tenant shall at its own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting Tenant's occupancy of the Premises and the cleanliness, safety, occupation and use of same.

18. Limitation of Liability. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or

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omissions of persons occupying adjoining Premises or any part of the Premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

19. Re-Renting. Tenant hereby agrees that for a period commencing 120 days prior to the termination of this Lease, Landlord may show the Premises to prospective tenants in such manner as to avoid unreasonable interference with Tenant's business activities, and 90 days prior to the termination of this Lease, may display in and about the Premises and in the windows thereof, the usual and ordinary "TO RENT" signs. Landlord must give a two-day advance notice of the showings and will make every reasonable attempt to schedule showings when tenant is not operating.

20. Holding Over. Tenant shall have no right to hold over or remain in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, and no tenancy from month to month, at will or otherwise shall be created by reason of any such holdover, it being acknowledged and agreed that Landlord shall be entitled to immediate possession of the Premises upon the expiration or earlier termination of this Lease, and may thereafter institute summary proceedings to recover possession of the Premises without being required to give Tenant any notice to quit or to vacate the Premises. If Tenant remains in possession of the Premises or any part thereof subsequent to the expiration or earlier termination of this Lease, Tenant shall, at Landlord's election, either (a) pay to Landlord as liquidated damages, and not as a penalty or as rent, for such holdover an amount equal to five percent (5%) of the Base Rent payable under Paragraph 3 above for the month immediately preceding the month in which this Lease expires or terminates per day for each day after the expiration or earlier termination of this Lease that Tenant remains in possession of the Premises or any part thereof or (b) pay to Landlord all damages, whether consequential, special or otherwise, incurred by Landlord, including but not limited to damages arising out of the loss of any lease of the Premises, which result from Tenant remaining in possession of the Premises or any part thereof subsequent to the expiration or earlier termination of this Lease. The parties hereby acknowledge and agree that it would be difficult, if not impossible, to determine the actual damages Landlord would incur if Tenant fails to surrender possession of the Premises to Landlord on or before the expiration or earlier termination of this Lease, and that the liquidated damages provided for in the immediately preceding sentence represents a good faith, reasonable estimate by the parties hereto of the actual damages Landlord will incur if Tenant remains in possession of the Premises or any part thereof subsequent to the expiration or earlier termination of this Lease. Tenant covenants and agrees that it shall surrender possession of the Premises to Landlord on or before the expiration or earlier termination of this Lease.

21. Signage. Tenant shall have the right, at its sole expense, to install signage upon the Premises, provided the size and style thereof shall be approved in writing by Landlord, and shall at all times conform to all applicable governmental laws, ordinances or rules regulating signs and advertising displays.

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22. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs reasonably necessary for which Tenant is responsible as provided in Section 9 hereof it may demand that Tenant make the same and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's inventory or business by reason thereof, unless due to Landlord's gross negligence or willful misconduct, and if Landlord makes or causes to be made such repairs, Tenant agrees that it will forthwith on demand pay to Landlord the cost thereof with interest at seven (7%) per annum, and if Tenant shall make default in such payment, Landlord shall have the remedies provided in Section 23 hereof for non-payment of rent.

23. Re-entry. The occurrence of any of the following shall constitute a default by Tenant:

    i. Failure to pay any rent by the Due Date and such failure is not cured within five (5) days of written notice from Landlord. In such instance, Landlord, may, in addition to all remedies provided hereunder, thereafter require Tenant to make any future payments by cash or cashier's check; or

    ii. Failure to pay all rent by the Due Date and Landlord's sending a notice of non-payment to Tenant more than three (3) times during any calendar year. Such default shall entitle Landlord to all remedies hereunder, including immediate termination of this Lease and may not be cured by subsequent payment; or

    iii. Abandonment and vacation of the Premises (failure to occupy and operate the Premises for fourteen (14) consecutive days shall be deemed an abandonment and vacation); or

    iv. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within twenty (20) days and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter.

24. Landlord's Remedies. If Tenant defaults, then in such event Landlord may, by giving notice to Tenant during the continuance of such default, either:

    i. terminate the Lease; or
    ii. re-enter the Premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom.

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In the event that Landlord shall proceed under (b) immediately above, Landlord shall use commercially reasonable efforts to relet the Premises at the best possible rent readily obtainable (making reasonable efforts therefor) and receive the rent therefrom, but recovery of possession (by summary proceedings or otherwise) shall not constitute a termination of this Lease unless Landlord so notifies Tenant in a written instrument separate from any pleadings or notices in the summary proceeding case. Tenant shall remain liable for the equivalent of the amount of all rent reserved in this Lease less the avails of reletting, if any, after deducting therefrom the reasonable cost of obtaining possession of and reletting the Premises. The reasonable costs of reletting and obtaining possession of the Premises shall include the brokerage fee of an independent third party broker, reasonable attorneys' fees and costs, and the cost of repairing the Premises and preparing the Premises for reletting.

25. Quiet Enjoyment. Landlord covenants that Tenant, on payment of all the aforesaid installments and performing all the covenants contained herein, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

26. Expenses, Damages, Re-Entry. In the event that Landlord shall, during the period covered by this Lease, obtain possession of the Premises by reentry, summary proceedings, or otherwise, as a result of Tenant's uncured breach or default hereunder, Tenant hereby agrees to pay Landlord the expense reasonably incurred in obtaining possession of the Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including reasonable attorney fees and court costs.

27. Remedies Not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

28. Waiver. The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

29. Delay of Possession. It is understood that if Tenant shall be unable to enter into and occupy the Premises hereby leased at the time above provided, by reason of the Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Premises, or as a result of any cause or reason beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefor, but during the period Tenant shall be unable to occupy said Premises as herein provided, the rental therefore shall be abated in proportion to the time Tenant is unable to occupy the Premises.

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30. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known post office address, or at the Premises, and deposited in the mail, certified or registered mail, with postage prepaid, and if such notice to Landlord is in writing addressed to the last known post office address of Landlord and deposited in the mail, certified or registered mail, with postage prepaid. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

31. Pronouns. It is agreed that in this Lease the word "he" shall be used as synonymous with the words "he", "it" and "they", and the word "his" synonymous with the words "his", "its" and "their".

32. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns. This agreement contains the entire agreement of the parties with respect to its subject matter. This agreement may not be amended or modified in any manner except by a written document signed by both Landlord and Tenant.

33. Security Deposit. Landlord herewith acknowledges the receipt of $15,000.00 and will deposit it into non-interest bearing security and damage deposit, which shall be held by Landlord as security of the Tenant's faithful performance of and compliance with all terms and conditions of this Lease. If Tenant fails to comply with the terms and conditions of this Lease, then the security deposit shall be applied by the Landlord against the payment of all expenses or damages incurred by the Landlord as a result of such non-performance or non-compliance. If all terms and conditions of this Lease are fully performed and complied with by the Tenant, then the security deposit shall be returned to the Tenant at the expiration of the term of this Lease. In no event is the deposit to be applied against rent by Tenant during the course of this Lease period.

34. Sublet. Tenant may not sublease without Landlords consent. If Landlord is found to have unreasonably withheld its consent or approval in any manner, an action for declaratory judgment or specific performance will be Tenant's sole right and remedy and Tenant hereby waives all rights for damages therefore. Neither Landlord nor any of its agents shall be liable for any deficiency.

35. Time. Time is of the essence for all purposes under this Lease.

36. Headings. The headings and section numbers appearing in this Lease are only inserted as a matter of convenience and in no way define, limit, expand or describe the scope or intent of such sections of this Lease, nor in any way affect this Lease.

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37. Michigan Law. This Lease and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Michigan.

38. Authority To Sign Lease. The undersigned person signing on behalf of Tenant and Landlord respectively, herby declares, warrants, represents, acknowledges and states that he or she is an authorized representative of the Tenant and Landlord and has been provided complete authority to bind the Tenant and Landlord to this Agreement.

39. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile transmissions or scanned document of any signed original document, or transmission of any signed facsimile document or scanned document, shall be the same as delivery of an executed original.

40. Entire Agreement. This Lease, including any exhibits or riders attached hereto, represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

TENANT:

RTMC ENTERPRISE, LLC,
a Michigan limited liability company

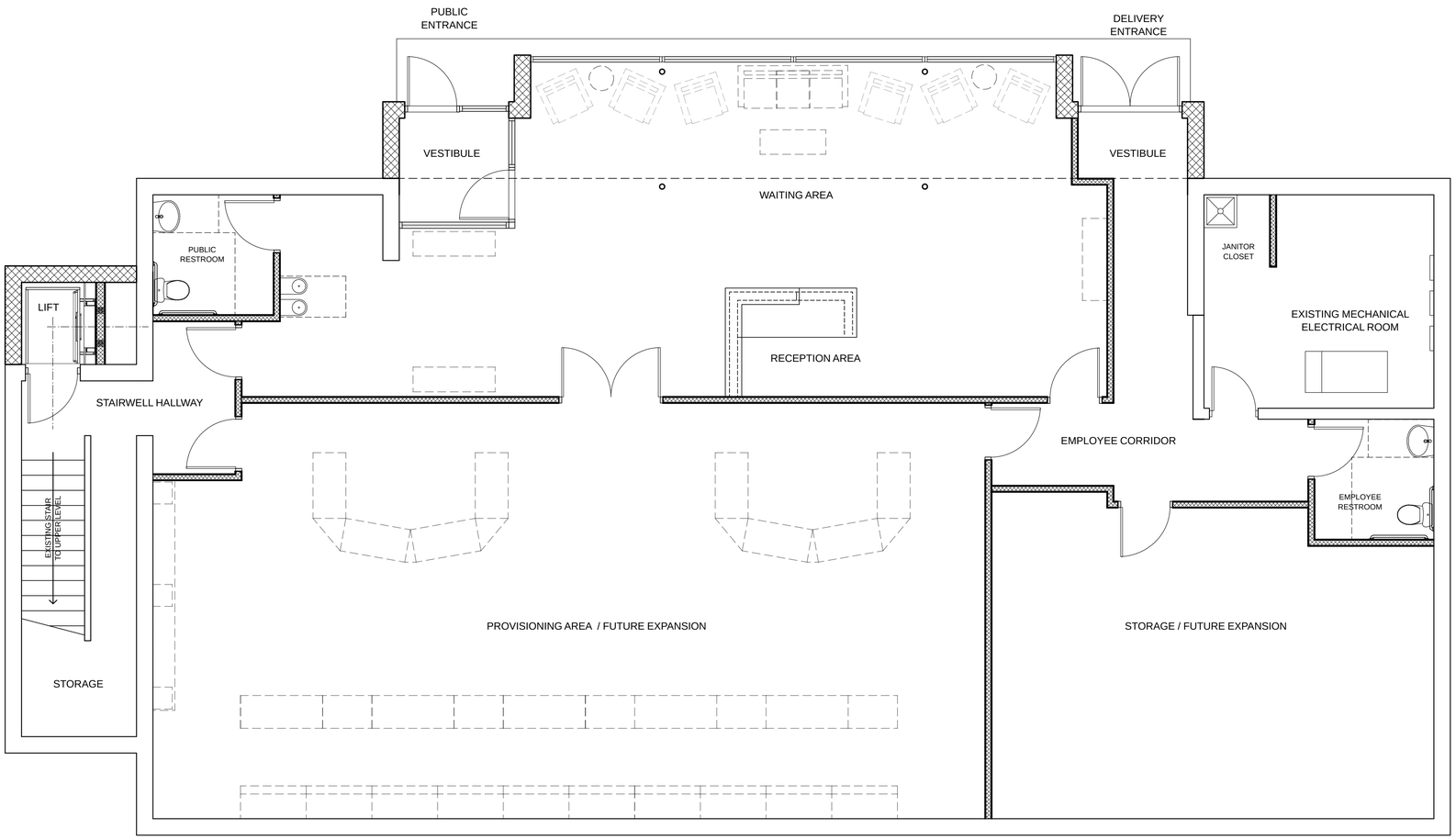
BY: DocuSigned by: Robert McCurren IV 7D137E245DCD47D...
ITS:

DATE EXECUTED BY TENANT: 1/22/2020

LANDLORD:
NORTHFIELD CORNER LOT, LLC
a Michigan limited liability company

BY: DocuSigned by: Jon Carlson 1B5E3B5EC2E548F...
Jon Carlson
ITS: Managing Member

DATE EXECUTED BY LANDLORD: 1/22/2020



2 LOWER LEVEL PLAN
Scale: 1/4" = 1'-0"

0 5 10 15 20 FT

WALL KEY

- NEW FULL HT. STUDS WITH DRYWALL PARTITIONS (3 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD BOTH SIDES)
- NEW FULL HT. STUDS WITH DRYWALL PARTITIONS (1 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD ONE SIDE)
- NEW PARTIAL HT. WALLS HIDDEN (3 5/8" WOOD STUD W/ 5/8" GYPSUM BOARD ON INSIDE AND 1/2" PLY. ON OUTSIDE)
- EXISTING WALLS

Mercury Studios, Inc.
MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

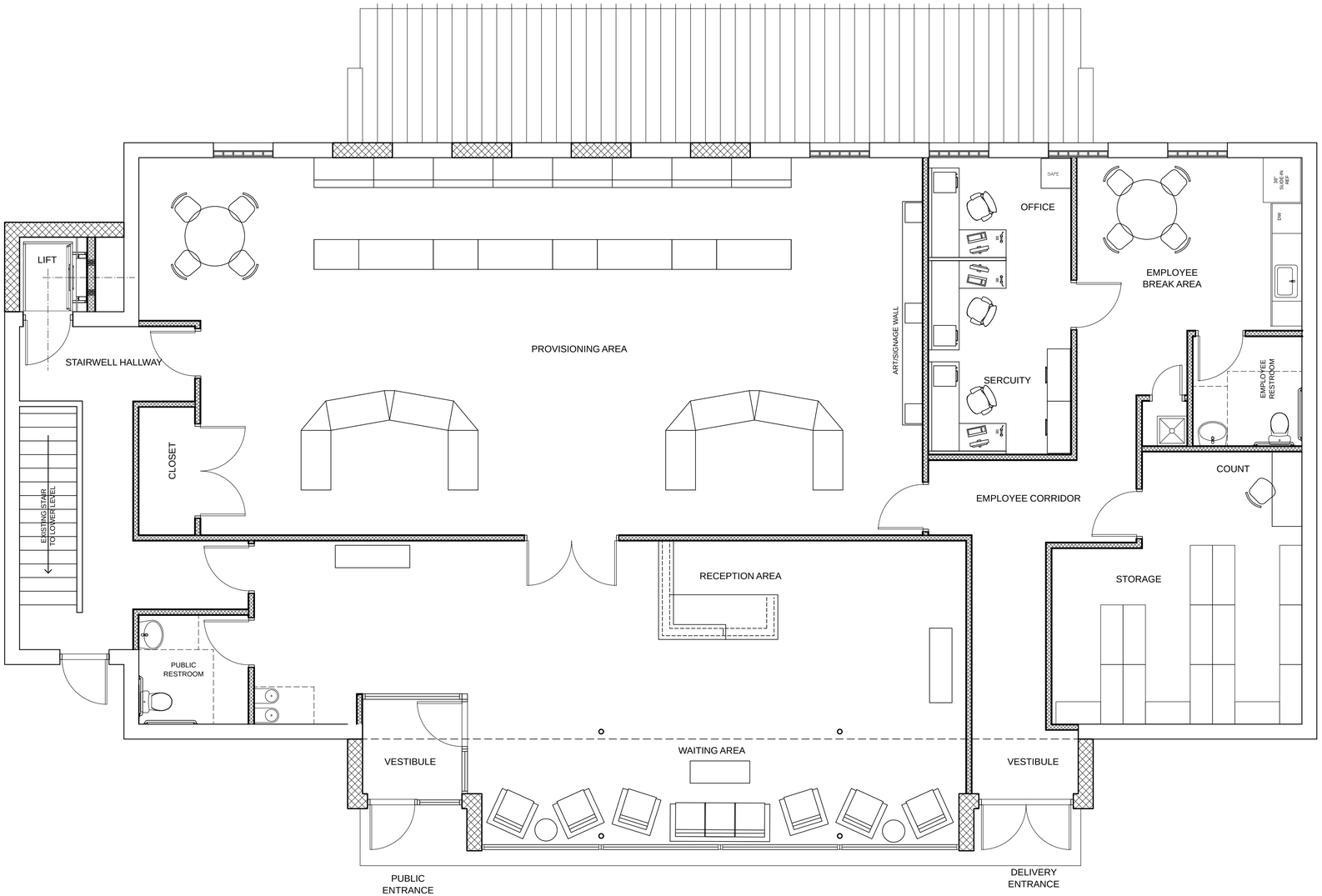
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SCALE 1/4"=1'-0"

DATE 1-21 -20
5-13-20

DRAWN BY

A-1



1 UPPER LEVEL PLAN
Scale: 1/4" = 1'-0"

0 5 10 15 20 FT

WALL KEY

NEW FULL HT. STUDS WITH DRYWALL PARTITIONS
(3 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD BOTH SIDES)

NEW FULL HT. STUDS WITH DRYWALL PARTITIONS
(1 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD ONE SIDE)

NEW PARTIAL HT. WALLS HIDDEN
(3 5/8" WOOD STUD W/ 5/8" GYPSUM BOARD ON INSIDE AND 1/2" PLY. ON OUTSIDE)

EXISTING WALLS

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merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
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SHEET TITLE
CONCEPT DRAWINGS

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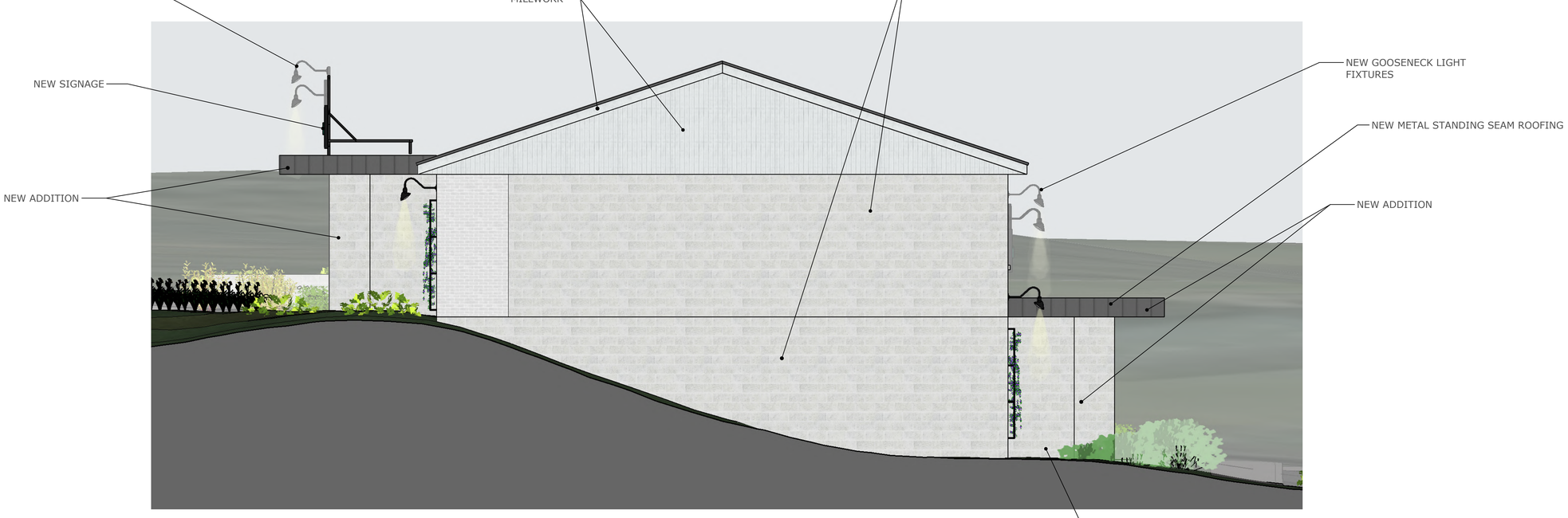
DATE 1-21 -20
5-13-20

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1 / A-3 SW ELEVATION VIEW



2 / A-3 SE ELEVATION VIEW

0 5' 20'

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merstudio@mac.com 773-395-8216

NORTHERN TRELLIS

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SHEET TITLE
CONCEPT DRAWINGS

SCALE 1/4"=1'-0"

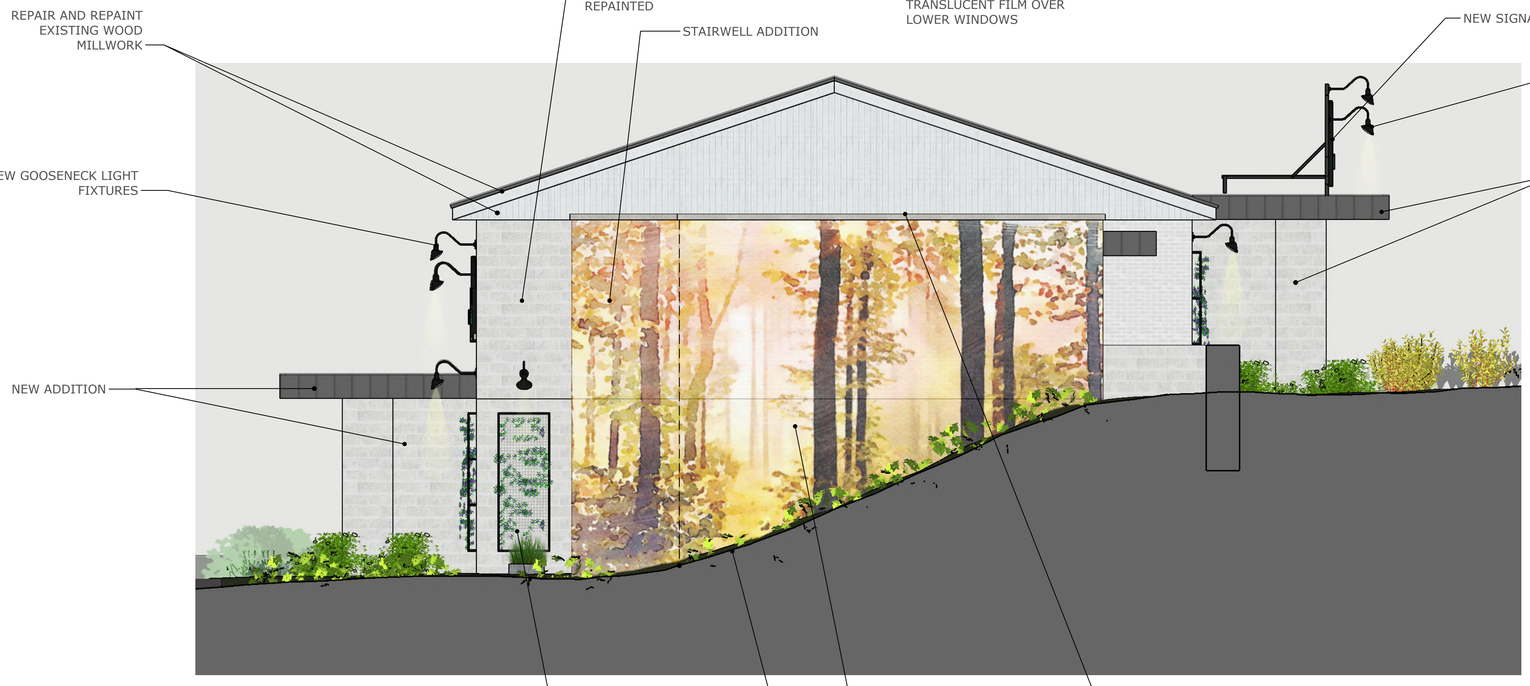
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1 / A-4 NE ELEVATION VIEW



2 / A-4 NW ELEVATION VIEW

0 5' 20'

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merstudio@mac.com 773-395-8216

NORTHERN TRELLIS

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SHEET TITLE
CONCEPT DRAWINGS

SCALE 1/4"=1'-0"

DATE 1-21 -20
5-13-20

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1 / A-5 RENDERING 1

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merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
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SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

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1 A-6 RENDERING 2

Mercury Studios, Inc.

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2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

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50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
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5-13-20

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A-6



1 A-7 RENDERING 3

Mercury Studios, Inc.

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2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

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A-7

1 A-8 RENDERING 4

Mercury Studios, Inc.

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2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

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1 / A-9 RENDERING 5

Mercury Studios, Inc.

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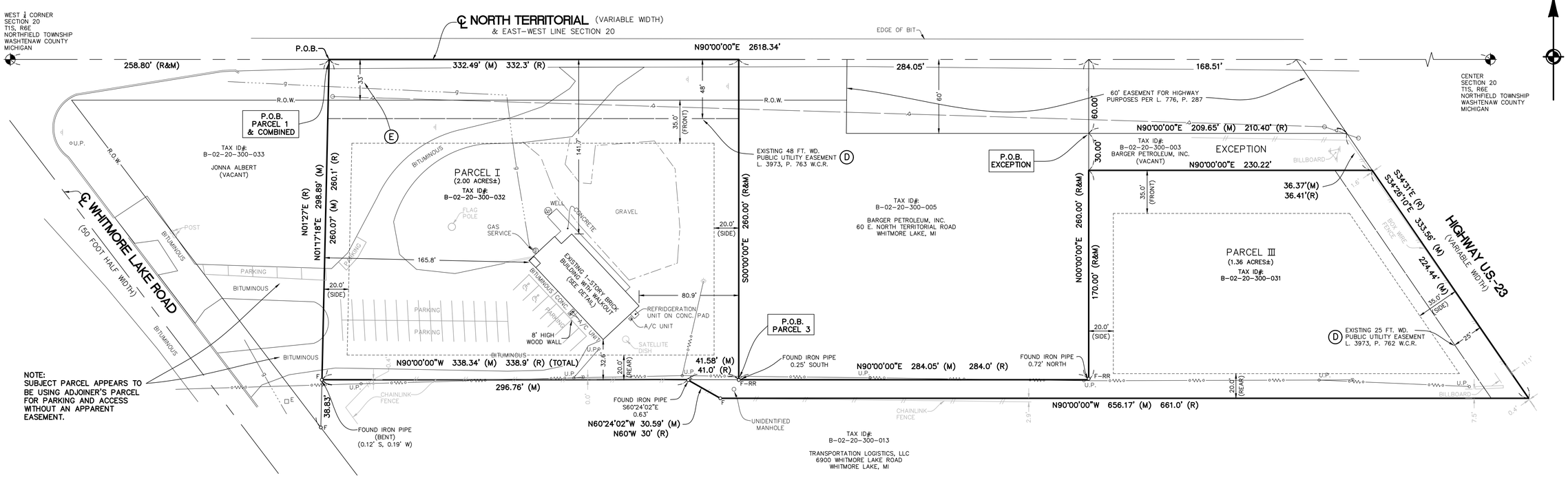
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CONCEPT DRAWINGS

SCALE N.T.S.

DATE 1-21 -20
5-13-20

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A-9



LEGAL DESCRIPTION (As Provided):
(Per Metropolitan Title Co. Commitment No. CM–47150, Dated May 2, 2003)

Land in the Township of Northfield, Washtenaw County, State of Michigan.

PARCEL I
Part of the Southwest ¼ of Section 20, T1S, R6E, Township of Northfield, Washtenaw County, Michigan, described as follows: **BEGINNING** at a point on the East and West ¼ line of said Section 20, 258.8 feet Due EAST from the West ¼ corner of Section 20; thence South 01 degrees 27 minutes West 260.1 feet; thence Due EAST 338.9 feet; thence Due NORTH 260.0 feet; thence Due WEST along the ¼ line 332.3 feet to the **POINT OF BEGINNING**.

PARCEL III
That part of the Southwest ¼ of Section 20, Northfield Township, Washtenaw County, Michigan, described as: **BEGINNING** at a point distant East 591.08 feet and SOUTH 260.0 feet from the West ¼ corner of Section 20; thence EAST 284.0 feet; thence NORTH 197.2 feet; thence EAST 212.5 feet; thence South 34 degrees 31 minutes East 257.6 feet; thence WEST 661.0 feet; thence North 60 degrees West 30 feet; thence EAST 41.0 feet to the **Place of Beginning; EXCEPTING** therefrom the following described property: Commencing at the West ¼ corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence EAST 875.08 feet along the East and West ¼ line of said Section; thence SOUTH 60.00 feet to the **PLACE OF BEGINNING**; thence EAST 210.40 feet; thence South 34 degrees 31 minutes Easat 36.41 feet; thence WEST 231.03 feet; thence NORTH 30 feet to the **PLACE OF BEGINNING**, being a part of the Southwest ¼ of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan.

Tax Item No. 20–02–300–032, Tax Item No. 20–02–300–031

PARCEL 1 (As surveyed by Atwell–Hicks, Inc.):

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence N90°00'00"E 258.80 feet along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road (variable width) for a **PLACE OF BEGINNING**; thence S01°17'18"W 260.07 feet (recorded as S01°27'W 260.1 feet); thence N90°00'00"E 338.34 feet (recorded as 338.9 feet); thence N00°00'00"E 260.00 feet; thence S90°00'00"W 332.49 feet (recorded as 332.3 feet) along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road to the **Place of Beginning**, containing 2.00 acres of land, more or less, being part of the Southwest 1/4 of said Section 20, being subject to the rights of the public over the Northerly 33.00 feet thereof, as occupied by said North Territorial Road, and being subject to easements and restrictions of record, if any.

PARCEL 3 (As surveyed by Atwell–Hicks, Inc.):

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence N90°00'00"E 591.29 feet along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road (variable width); thence S00°00'00"W 260.00 feet for a **PLACE OF BEGINNING**: thence N90°00'00"E 284.05 feet (recorded as 284.0 feet); thence N00°00'00"E 170.00 feet; thence N90°00'00"E 230.22 feet (recorded as 231.03 feet); thence S34°26'10"E (recorded as S34°31'E) 224.44 feet along the Westerly Right–of–Way line of Highway US–23 (variable width); thence S90°00'00"W 656.17 feet (recorded as 661.0 feet); thence N60°24'02"W 30.59 feet (recorded as N60°W 30 feet); thence N90°00'00"E 41.58 feet (recorded as 41.0 feet) to the **Place of Beginning**, containing 1.36 acres of land, more or less, being part of the Southwest 1/4 of said Section 20, being subject to easements and restrictions of record, if any.

LEGAL DESCRIPTION (Combined Parcel):

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence N90°00'00"E 258.80 feet along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road (variable width) for a **PLACE OF BEGINNING**; thence N90°00'00"E 332.49 feet continuing along the East–West 1/4 line of said Section 20; thence S00°00'00"W 260.00 feet; thence N90°00'00"E, 284.05 feet; thence N00°00'00"E 170.00 feet; thence N90°00'00"E 230.24 feet; thence S34°26'45"E 224.47 feet along the Westerly Right–of–Way line of Highway US–23; thence S90°00'00"W 656.24 feet; thence N60°24'02"W 30.59 feet; thence S90°00'00"W 296.76 feet; thence N01°17'18"E 260.07 feet to the **Place of Beginning**, containing 3.36 acres of land, more or less, being a part of the Northwest 1/4 of said Section 20, being subject to the rights of the public over the Northerly 33.00 feet thereof, as occupied by said North Territorial Road, and being subject to easements and restrictions of record, if any.

YARD AND SETBACK REQUIREMENTS:
(GENERAL COMMERICAL DISTRICT)

1. FRONT YARD: not less than thirty–five (35) feet.

2. SIDE YARDS: least width of either yard shall not be less than twenty (20) feet, except in the case of a corner lot or parcel where the side yard on the road or street side shall no be less than thirty–five (35) feet.

3. REAR YARDS: not less than twenty (20) feet.

4. The above yard requirements shall apply to every lot, building or structure.

SCHEDULE B EXCEPTIONS:
(Per Metropolitan Title Co. Commitment No. CM–47150, Dated May 2, 2003):

(D) Grant of Easement in favor of Township of Northfield and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 3973, Page 762 and Liber 3973, Page 763. (As Shown)

(E) Any rights, title interest or claim thereof to that portion of the land taken, used or granted for North Territorial Road, as to Parcel I. (As shown)

(F) Parcel III does not appear to abut a public road nor to be benefited by a recorded Right–of–Way or Grant of Easement for access. (Not plottable)

NOTES:
Sanitary sewer and underground utility lines have been field located where visible. Underground locations have been taken from record documents and no guarantee can be made to the completeness, exactness or correctness of locations. The cable television and telephone companies did not provide plans.

Basis of Bearing: Bearings are based on the East–West 1/4 line of Section 20, being N90°00'00"E (Due East) per Metropolitan Title Company Commitment No. CM471540.

CERTIFICATION

TO: METROPOLITAN TITLE COMPANY & TICOR TITLE INSURANCE COMPANY
NORTHFIELD ☥ , LLC
BANK OF ANN ARBOR

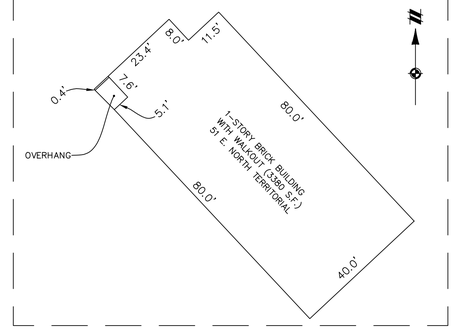
This is to state that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further states that the survey measurements were made in accordance with the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

ATWELL–HICKS, INC.

Date_____

_____
JOHN D. HEIKKINEN
Professional Surveyor No. 47952

DETAIL:
(SCALE: 1"=20')



LEGEND

○	EXIST. SANITARY MANHOLE
	EXIST. SANITARY SEWER
	EXIST. OVERHEAD ELECTRIC
	EXIST. UNDERGROUND ELECTRIC
☼	EXIST. LIGHT POLE
○U.P.	EXIST. UTILITY POLE
	GUY WIRE
□DE	EXIST. ELECTRIC TRANSFORMER
	EXIST. GAS
□G	EXIST. GAS RISER
G	EXIST. GAS SERVICE
	EXIST. CURB AND GUTTER
	EXISTING FENCE
	EXIST. SIGN
	SECTION CORNER
○F	FOUND IRON PIPE

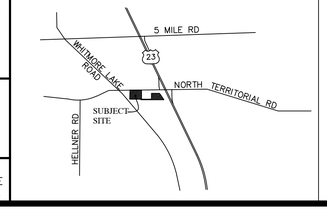
3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1–800–482–7171
FOR THE LOCATION OF
UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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VICINITY MAP
* NOT TO SCALE



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Planning • Environmental Services
Ann Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 586 786 9800
Naperville, IL 630 577 0800

SECTION 20 TOWN 1 SOUTH, RANGE 6 EAST
TOWNSHIP OF NORTHFIELD
WASHTENAW COUNTY, MICHIGAN

CLIENT
DEWEY'S STEAKHOUSE

ALTA/ACSM LAND TITLE SURVEY
OF
51 E. NORTH TERRITORIAL ROAD
IN

CAD FILE
300843AS01

Revise Cert. 06–08–04
REVISIONS

DATE
April 20, 2004

SCALE 0 20 40
1" = 40 FEET

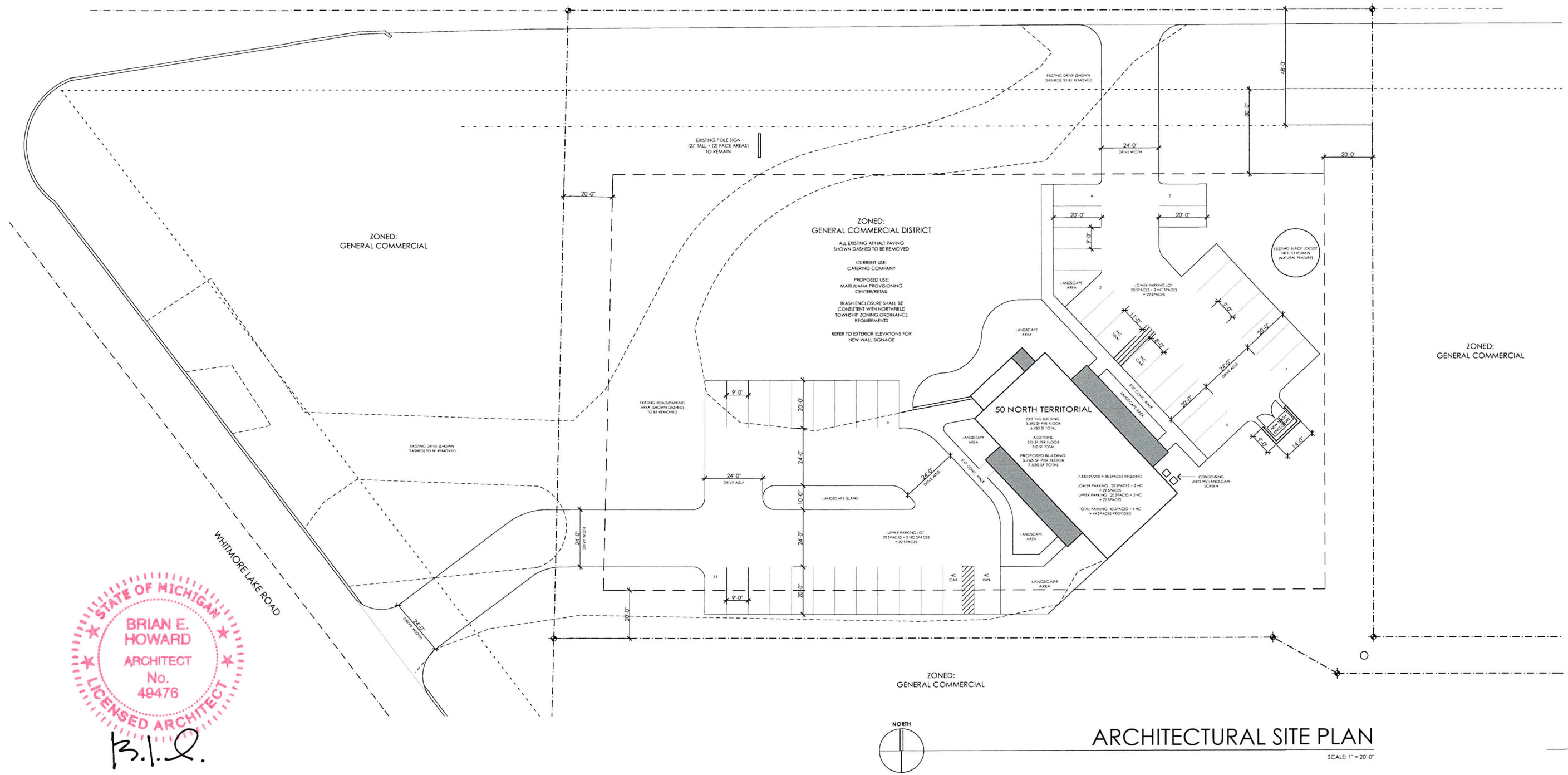
DR.	DLW
CH.	JDH
P.M.	BEGO
BOOK	167
JOB	300843.10
FILE NO.	1221–11

ARCHITECTURAL SHEET INDEX:

EXTERIOR ELEVATIONS	A4	ARCHITECTURAL SITE PLAN	AS00
EXTERIOR RENDERING	A5	LANDSCAPE PLAN	LP00
EXTERIOR RENDERING	A6	ALTA SURVEY	
EXTERIOR RENDERING	A7	LOWER LEVEL PLAN	A1
EXTERIOR RENDERING	A8	UPPER LEVEL PLAN	A2
EXTERIOR RENDERING	A9	EXTERIOR ELEVATIONS	A3

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HARMONY | FORM
512 NORTH MAIN STREET | SUITE 100
ROYAL OAK | MICHIGAN 48067
248 | 388 | 8563 www.hfarchitecture.com

ISSUE DATE
05.13.20



NORTH

ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"

ISSUE FOR
PLANNING COMMISSION SUBMITTAL

PROJECT
NORTHERN TRELLIS RENOVATION
50 NORTH TERRITORIAL ROAD
NORTHFIELD TOWNSHIP, MICHIGAN

AS00

STATE OF MICHIGAN
BRIAN E. HOWARD
ARCHITECT
No. 49476
LICENSED ARCHITECT

B.I.H.

NORTH TERRITORIAL ROAD

EXISTING POLE SIGN
(27' TALL + (2) FACE AREAS)
TO REMAIN

Landscape Plan - WaterScape Inc. 5-12-2020

Plant Legend			
Symbol	Qty	Common	Botanical
	9	American Arborvitae	Thuja occidentalis
	7	Black Spruce	Picea mariana
	7	Blue Carpet Juniper	Juniperus squamata 'Blue Carpet'
	1	Crabapple	Malus angustifolia
	2	Crabapple	Malus hybrid 'Prairiefire'
	19	Daylily	Hemerocallis x hybridus 'Stella De Oro'
	9	Dwarf Fountain Grass	Pennisetum alopecuroides
	2	Himalayan Birch, Jacquemontii Birch	Betula utilis var. jacquemontii
	12	Japan Fern	Dryopteris pycnopteroides
	5	Red Twig Dogwood	Cornus 'Hedgerow Gold'
	9	Sea Green Chinese Juniper	Juniperus chinensis 'Sea Green'
	1	Serviceberry 'Rainbow Pillar'	Amelanchier canadensis 'Rainbow Pillar'
	19	Variegated Japanese Sedge	Carex oshimensis 'Evergold'
	1	Weeping Cherry Tree	Prunus subhirtella 'Pendula'
	1	Western White Pine	Pinus monticola

EXISTING BLACK LOCUST TREE TO REMAIN "NATURAL FEATURE"

50 NORTH TERRITORIAL

WHITTMORE LAKE ROAD

ZONED:
GENERAL COMMERCIAL

NORTH

LANDSCAPE PLAN

SCALE: 1" = 20'-0"

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05.13.20

ISSUE FOR
PLANNING COMMISSION SUBMITTAL

PROJECT
NORTHERN TRELLIS RENOVATION
50 NORTH TERRITORIAL ROAD
NORTHFIELD TOWNSHIP, MICHIGAN

LP00

WaterScape
Delivering Paradise

Date: May 4, 2020

To: Robert McCurren and Trent McCurren, Northern Trellis

From: Chuck Kerschbaum, Owner WaterScape Inc.

Re: Northern Trellis Property Existing Natural Features

Hi Rob and Trent.

We have done a full walkaround of the property where your new business will be located. There are several existing trees that are located on the property that we recommend removing due to their damage, age, danger and their lack of maintenance which has caused them to be way overgrown and unsightly. These are located on the North end of the building, just west of the driveway going up the hill. You can see where several large branches have been snapped off in the past, probably due to wind or weather damage. The other trees that are surrounding it are overgrown, scrappy and unsightly.

On the South side of the building there are numerous scrap trees, shoots, weeds and vegetation that has grown up due to lack of maintenance. These are growing into the building and need to be removed. The buffer of shrubs and trees to the south on the property line should remain.

One large, Black Locust tree bordering with the Citgo station should be preserved. It is a good tree that we do not recommend removing.

I do not see any wetlands or protected natural areas that need to be preserved on the property that you are purchasing. Please let me know if you have any questions. Thank you.

9905 Spencer Rd. South Lyon, MI 48178 – 734-944-7625 – Info@waterscape.biz

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

CONDITIONAL USE APPLICATION FORM

PROJECT NAME: RTMC Enterprises, Inc. DBA Northern Trellis

PROJECT ADDRESS: 50 E. North Territorial, Whitmore Lake, MI 48189

PARCEL ID(S): B -02-20-300-031 and B -02-20-300-032

DEVELOPMENT NAME:

Applicant Information:	**Owner Information:**
Name: Robert H. McCurren, IV	Name: Northfield Corner Lot, LLC
Address: 2950 Newport Rd, Ann Arbor, MI 48103	Address: 120 W. Washington St., Unit F Ann Arbor MI 48104
Phone: 734-341-9945	Phone: 734-223-0980
Email: rob@jupiterphase.com	Email: tonerlawpllc@gmail.com

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☑ **Non-Owner Affidavit Attached:** ☑

If applicant is not the owner, describe applicants interest in the property:

Applicant is lessee and owner/operator of the business

PROPERTY DESCRIPTION

Description of Proposed Use: Medical Marijuana provisioning center and marijuana adult use retail facility

Conditional Use is Sought Under what section of the Northfield Township Zoning Ordinance:

Conditional land use in the GC district per Section 36-391(21)(a) of the zoning ordinance

Zoning Classification(s):

AR LR MR MHP SR1 SR2 LC HC [GC] LI GI RTM ES PUD PSC RC RO WLD-___ W.L./N.T. Overlay OTHER:_____

AN APPLICATION FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

☑ Proof of Ownership
☑ Legal Description
☑ Scaled and accurate survey drawings, with existing buildings, drives, and improvements.
☑ A site plan, meeting the requirements of a preliminary site plan, as set forth in Section 64.03, herein.

AUTHORIZED SIGNATURE

I have read the attached provisions of the Northfield Zoning Ordinance in regards to Article 63.0, Conditional Use and understand a public hearing will be established within sixty-five (65) days of the filing date.

Robert H. McCurren IV — Applicant(s) Signature

5-18-20 — Date

Comments:

DETERMINATION

The Northfield Township Planning Commission has reviewed the particular circumstances of the above proposed use relative to Section 63.0 Conditional Uses; and **Approved / Disapproved** **same on** _____ **, 20** _____ .

Conditions imposed on the conditional use of the above described property are as follows: _____

BREACH OF SUCH CONDITIONS SHALL AUTOMATICALLY INVALIDATE THIS PERMIT.

_____ _____
Chair, Planning Commission **Date**

_____ _____
Secretary, Planning Commission **Date**

APPLICANT DETERMINATION AGREEMENT

I/We _____ applicant(s) for this Conditional Use permit hereby agree to comply with the above imposed conditions as specified by the Northfield Township Ordinance and the Planning Commission of Northfield Township.

_____ _____
Applicant Date

_____ _____
Applicant Date

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 2ND day of ~~November~~ DECEMBER 2019, by and between William F Dufek Member of W.F.D. LLC ("Seller"), whose address is 1861 Oakleigh PL. Ann Arbor MI 48103 and Jon Carlson, or an LLC to be named, whose address is 2701 Daleview Drive, Ann Arbor, Michigan 48105 ("Purchaser"), in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the property located in the Township of Northville. County of Washtenaw , State of Michigan, commonly known as **50 E. North Territorial Rd. Whitmore Lake, MI 48189**, and further described as; Tax ID B-02-20-300-031 and B-02-20-300-032;

   Legal description: OWNER REQUEST ****FROM 0220300025 07/25/96NO 20-10A-2 COM AT W 1/4 COR SEC 20, TH E 591.08 FT, TH S 260.00 FT TO A POB, TH EAST 284.00 FT,TH NORTH 170.00 FT, TH EAST 231.03 FT, TH S 34-31-00 E 224.60 FT, TH WEST 661.00 FT, TH N 60-00-00 W 30.00 FT, TH EAST 41.00 FT TO THE POB. PT OF SW 1/4 SEC 20, T1S-R6E1.33 AC **AND** OWNER REQUEST ****FROM 0220300025 07/25/96NO 20-9D COM AT W 1/4 COR SEC 20, TH EAST 258.80 FT TO A POB, TH S 01-27-00 W 260.10 FT, TH EAST 338.90 FT, TH NORTH 260.00 FT, TH WEST 332.30 FTTO THE POB. PT OF SW 1/4 SEC 20, T1S-R6E. 2.05 AC

2. **PURCHASE PRICE.** The purchase price for the Property shall be **One Million Four Hundred Thousand 00/100 ($1,400,000.00.)** Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. **TERMS OF PAYMENT.** The purchase price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

X **CASH SALE**

4. **EARNEST MONEY DEPOSIT**. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Absolute Title Co. (the "Title Company"); which party shall be referred to as the "Escrow Agent", Purchaser's nonrefundable earnest money deposit in the amount of **Twenty Thousand 00/100 ($20,000.00) Dollars**, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be delivered to Seller in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. **INSPECTION PERIOD**. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have ninety (**90**) days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period. Purchaser shall have two (2), separate options to extend the Inspection Period for up to an additional thirty (30) days by notice to Seller and increasing the nonrefundable Deposit by an additional Five Thousand ($5,000.00) Dollars at time of exercising either option.

6. **SURVEY AND TITLE INSURANCE**.

(a) **Survey**: Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey" for the land split application). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Purchaser.

(b) **Title Insurance**: Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; or without Standard Exceptions (the "Commitment"), from Absolute Title Company (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within ten (10) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.

(c) **Objections to Title and Survey**. In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have ten (10) days from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

(a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

(b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within Ten (10) days of the Effective Date, Seller understands that Purchaser requires this information and the information in (10) Days above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

(a) **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of Absolute Title Co. and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: (i) ten days following the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date"). In addition, at Closing Purchaser shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a "due date" in a matter that is custom where the property is located. Taxes shall not be prorated to the extent payable by tenants. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

8. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

(a) **Authority**. Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.

(b) **Title and Characteristics of Property**. Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.

(c) **Conflicts**. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

(d) **Condemnation**. Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

(e) **Litigation**. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(f) **Assessments and Taxes**. No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.

(g) **Boundaries**. (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof; except as provided herein.

(h) **No Violations**. Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasigovernmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(i) **Foreign Ownership**. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(j) **Prior Options**. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

(k) **Mechanics and Materialmen**. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

(a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

(b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

(a) The Warranty Deed, Land Contract or Assignment of Land Contract required by Section 3 of this Agreement.

(b) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.

(c) Any other documents required by this Agreement to be delivered by Seller.

(d) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.

(e) Other:

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

(a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.

(b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.

(c) Any other documents required by this Agreement to be delivery by Purchaser.

(d) Other: __

14. Intentionally Omitted

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

If to Purchaser:

Name:	Jon Carlson
Address:	2701 Daleview Drive
Address:	Ann Arbor, MI 48105
Telephone:	734.604.0977
Facsimile:	
Email:	carlson@3missionpartners.com

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

If to Seller:

Name:	William F Dufek
Address:	1861 Oakleigh Place
Address:	Ann Arbor MI 48103
Telephone:	
Facsimile:	
Email:	bill.dufek.b00g@statefarm.com

With copy to:

Name:	Tyler Burgoon
Address:	3700 W Liberty Rd.
Address:	Ann Arbor, MI 48103
Telephone:	734.730.5633
Facsimile:	
Email:	tyler@jpcommercialre.com

16. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. **ADVICE OF COUNSEL.** All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

BROKERAGE FEE. Seller acknowledges that Tyler Burgoon of JP Commercial Real Estate is affiliated with the Seller and is a licensed real estate broker in the State of Michigan. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

19. **DEFAULT.**

(a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.

(b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. **INCENTIVES.** Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same. Exception: No extensions to diligence and closing as a result.

22. **WAIVER**. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. **DATE FOR PERFORMANCE**. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. **FURTHER ASSURANCES**. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. **SEVERABILITY**. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. **CUMULATIVE REMEDIES**. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. **AUTHORITY**. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. **SUCCESSORS AND ASSIGNS**. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. **NOTICE OF CONTACT WITH THIRD PARTIES**. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. **RELATIONSHIP OF THE PARTIES**. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

32. **RECORDING**. This Agreement shall not be recorded by either party or any of their representatives.

33. **CONFIDENTIALITY**. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. **COUNTERPARTS**. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. **OTHER PROVISIONS**. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

The Purchase shall make its best effort to accommodate the continued tenancy of the current Tenant or provide Tenant 90 day's formal written notice to vacate the premises.

Purchaser must submit Marihuana Facilities Permit Application to the Township of Northfield. Purchaser may not submit a Marihuana Facilities Permit Application to the Township of Northfield for any other address located within the Northfield Township.

Improvements of the parcel directly to the South are encroaching upon the Property. The owner has been sent notice of such encroachment.

Seller makes no representations to parcel B-02-20-300-031, as to whether this parcel is buildable or suitable for use.

_____

_____

_____.

Purchaser's Acknowledge Agreement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser: **Witnesses:**

By: _____ _____

Its: Manager

By: _____ _____

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this 2nd day of DECEMBER, 2019, at 8:00 (AM/PM) with the following conditions: _____

_____

_____

_____

_____

_____; or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20___, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

By: William F. Jafek

of: WFD LLC

Its: Managing Member

Witnesses:



Purchaser's Acknowledgement of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20___, at _____(AM/PM)

For Purchaser:

Witnesses:

By: _____ _____

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By *(Purchase or Seller)*	Attached By *(Date)*
Exhibit A		Purchaser	
Exhibit B			
Exhibit C			
Exhibit D			
Exhibit E			

Exhibit F
Exhibit G

Statement of Consent

Property Owner

January 23, 2020

RE: Written consent for the proposed marijuana facility located at 50 E North Territorial Drive, Whitmore Lake, MI 48189 (the "Property")

To Northfield Township (the "Township"):

This letter is to confirm that RTMC Enterprises, Inc. is the applicant and proposed operator of the Property. The undersigned is a legally qualified representative of the entity and

1) The undersigned is the legal owner in fee of the Property, and

2) Authorizes the applicant to conduct the proposed work, and

3) Authorizes the applicant to operate the proposed operation.

Subscribed and sworn to before me this

23th day of January 2020.

Karen Strieter Flynn

Karen Strieter Flynn

Notary Public, State of Michigan

County of Oakland

My Commission Expires: 5/4/2023

Acting in Washtenaw County

W.F.D. LLC

William F. Dufek

Its:

managing member

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COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") shall be effective as of _____, 2020 (the "Effective Date") notwithstanding the date of execution, and is by and between NORTHFIELD CORNER LOT, LLC, a Michigan limited liability company, whose address is 120 West Washington Street Unit F, Ann Arbor, MI 48104 ("Landlord"), and RTMC ENTERPRISE, LLC whose address _____ , Attn: _____ ("Tenant").

Recitals

WHEREAS, Landlord is the owner of land and a two-story building (the "Building") occupying approximately 6000 square feet located thereon, having an address commonly known as 50 East North Territorial Road, Whitmore Lake, Michigan 48189 and whose legal description is attached as Exhibit A hereto (the "Premises"); and

WHEREAS, the Landlord has agreed to lease to Tenant, and Tenant has agreed to rent from Landlord, the Premises for the term identified herein.

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

1. Agreement to Lease. In consideration of the rents to be paid in this Lease and the agreements made in this Lease by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, the Premises, upon the terms and conditions of this Lease, for the Term set forth below.

2. Term. (a) This term of this Lease (the "Term") shall be for a period of ten (10) years, commencing on March 1st, 2020 (the "Commencement Date"), and ending on February 28, 2030 ("Expiration Date") unless sooner terminated as provided in this Lease. Neither this Lease nor any memorandum of this Lease shall be recorded.

Notwithstanding anything to the contrary herein, this Lease is expressly contingent on Landlord's consummation of its pending acquisition of the Premises pursuant to the terms of that certain Commercial Purchase Agreement dated as of December 2, 2019 by and between the Landlord and W.F.D., LLC. If the Landlord has not acquired title to the Premises on or before the Commencement Date, then from and after that date, either party shall be entitled to terminate this Lease with no liability to the other. For the avoidance of doubt, the Commencement Date shall not be deemed to have occurred, and Tenant shall have no liability for Rent or any other obligation unless Landlord is vested with fee title on or before March 1, 2020.

(b) Provided Tenant is not in material default under this Lease after notice and beyond the applicable cure period at the time of the exercise, Tenant shall have, and is hereby granted, three (3) options to renew and extend the Term of this Lease from the date upon which it would otherwise expire, each renewal term(s) being

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for a period of five (5) years (each a **"Renewal Term," and collectively, the "Renewal Terms").** Each Renewal Term shall follow consecutively upon the expiration of the preceding Term as hereinabove provided and such Renewal Term shall, upon commencement thereof, be deemed included in references to "the term of this Lease" or "Term". Tenant's said option with respect to a Renewal Term shall be exercised by Tenant giving written notice to Landlord of Tenant's exercise of same not later than one hundred eighty (180) days prior to the expiration date of the preceding Term. If Tenant elects to exercise any renewal option, the full Term of the Lease shall be automatically extended for the Renewal Term without the need for the execution of an extension or renewal lease. Such Renewal Term shall be on all of the same terms and conditions as are in effect hereunder immediately preceding the commencement date of such Renewal Term, except that the Base Rent during the Renewal Term shall be as provided below. All provisions for the payment of additional rent shall continue to apply without limitation.

During any Renewal Term, the Base Rent payable for each month during such Renewal Term shall be the prevailing rental rate (the "**Prevailing Rental Rate**"), at the commencement of such extended Renewal Term, for commercial space of equivalent quality, size, utility and location, with the length of the extended Term, the credit standing of Tenant to be taken into account, and the particular use of the Premises within the marketplace. In no event, however, shall the Base Rent rate per square foot in the Renewal Term be less than the Base Rent rate per square foot in effect during the last calendar month in the preceding Term. Within thirty days after receipt of Tenant's notice to extend, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Base Rent, if any. Tenant shall, within ten days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. Landlord shall provide to Tenant reasonable backup information for Landlord's determination of the Prevailing Rental Rate if Tenant requests, by written notice to Landlord during such ten day period, that Landlord provide same to Tenant.

If Tenant rejects Landlord's determination of the Prevailing Rental Rate, the parties agree that they shall engage a mutually acceptable, qualified broker (whose costs will be split) and submit the matter to said broker, whose determination shall be binding on both parties. Notwithstanding the foregoing, in no event shall the broker's determination of the Prevailing Rental Rate be less than the Base Rent rate in effect during the preceding Term.

3. Rent.

A. The base rent (the "Base Rent") during the Term shall be as follows:

Years	Monthly	Yearly
1-10	$15,000.00	$180,000.00

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The Base Rent, together with the amount set forth in Paragraph 4.B. below, shall be payable in advance in equal monthly installments commencing on the first day of the month in which the Commencement Date occurs (or as otherwise provided), and thereafter on the first of each month (each date a "Due Date") throughout the term of this Lease. Tenant shall pay to Landlord, on the first day of each month (each day a "Due Date") at the mailing address for rent is c/o Mission Management 3075 Charlevoix SE #100 Grand Rapids MI 49546, or such other address as Landlord may provide Tenant with.

B. As used herein, the term "Rent" shall mean and include Base Rent, and any Additional Rent (as defined below). If any amount of Rent is not received within five days following the date that it is due, interest shall accrue from said due date at the rate of seven (7%) per annum and there shall be a late charge of Fifty and 00/100 ($50.00) Dollars, and non-payment of the same shall be construed to be the same as a default in payment of Rent, and the same remedies as provided for non-payment of Rent in this Lease shall be available to Landlord.

C. Additional Rent. Commencing upon the Commencement Date and for the balance of the Term, Tenant shall pay to Landlord as additional rent (i) all real property taxes levied with respect to the Building and the Premises or any portion thereof; (ii.) Landlord's costs and expenses incurred in connection with insuring, maintaining, managing and repairing any portion of the Building; and (iii.) all utilities servicing the Premises which are not placed in Tenant's name.

Tenant shall pay to Landlord one-twelfth of an amount estimated by Landlord to be Tenant's Additional Rent for that calendar year or balance thereof. Landlord may adjust the Additional Rent charged to Tenant at the end of any calendar quarter on the basis of Landlord's experience and reasonably-anticipated costs. Following the end of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired, showing the total taxes, insurance, maintenance and utilities charges for the preceding calendar year, the amount of Tenant's share of same, and the payments made by Tenant with respect to the calendar year. Landlord shall use reasonable effort to deliver such statement to Tenant within one hundred twenty (120) days following the end of each calendar year. If Tenant's costs set forth herein exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If such payments exceed Tenant's costs, Landlord shall refund to Tenant the amount of any excess, less any amounts due and owing Landlord.

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D. Additional Percentage Rent. [Intentionally Deleted.]

E. Payment of Rent. All payments of Rent or other sums to be made to Landlord shall be made at such place as Landlord shall designate in writing from time to time. Landlord may accept less than the full amount of Rent due at any time, and such acceptance shall not constitute a waiver of Landlord's right to insist upon full payment of all Rent and other charges due under this Lease. Failure of Tenant to pay any of the Rent required by this Paragraph 4. to be paid when due shall constitute a default under the terms of this Lease subject to any notice and applicable cure period.

4. Assignment. Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the written consent of the Landlord, which Landlord shall not unreasonably withhold. Unless expressly agreed to in writing by Landlord, Landlord's consent to an assignment or transfer of this Lease shall not relieve Tenant of its obligations under this Lease. Any assignment, transfer, hypothecation, mortgage or subletting without Landlord's written consent shall give Landlord the right to terminate this Lease and to reenter and repossess the Premises.

5. Bankruptcy and Insolvency. The interest of Tenant in this Lease may not be assigned by operation of law or other involuntary assignment. Landlord may terminate this Lease upon any involuntary assignment including the following events:

i. If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditor or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt, or if any one of the individuals comprising Tenant is or becomes bankrupt or insolvent or makes an assignment for the benefit of creditors;

ii. If a Writ of Attachment or Execution is levied upon Tenant on this Lease; or

iii. If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment may be construed as a default by Tenant and could terminate Tenant's right to possession of the Premises, and Landlord shall have the right to elect to terminate this Lease. This Lease shall not be treated as an asset of Tenant in the event Landlord terminates this Lease. If Landlord has no legal right to terminate this Lease and Tenant, as a debtor-in-possession pursuant to the Bankruptcy Code, or its trustee, elects to assume this Lease, adequate assurance of future performance must be given in addition to the cure of all outstanding defaults. Adequate assurance of future performance shall constitute the posting of three (3) months advance rent and reasonable financial assurance that such debtor, trustee or assignee is financially capable of continued performance of all obligations under this Lease. In the event of a Chapter 11 reorganization under the

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Bankruptcy Code, this Lease must be assumed or assigned within sixty (60) days of filing or this Lease will be deemed rejected.

6. Right to Mortgage. Subject to the terms of this Section 6, Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Premises. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant, provided, however, that the holder of such mortgage shall covenant and agree with Tenant that, in the event of the foreclosure of such mortgage, for so long as Tenant is not in default under this Lease, the holder of such mortgage and any purchaser at the foreclosure sales shall recognize and not disturb or interfere with the rights and interests of Tenant hereunder. Tenant shall, in such event, attorn to such holder and purchaser. The Tenant subordination and attornment and the rights of non-disturbance shall be memorialized by a subordination, non-disturbance and attornment agreement in a commercially-reasonable form, acceptable to Tenant, Landlord (if requiring Landlord's signature) and such mortgagee. Tenant covenants to negotiate diligently in good faith with Landlord (if requiring Landlord's signature) and such mortgagee to agree upon the form of subordination, non-disturbance and attornment agreement.

7. Use and Occupancy. Tenant shall have the right to use the Premises during the Term of this Lease for any lawful purpose. Tenant shall not use the Premises in any manner which would reasonably cause the Premises to be considered any extra or especially hazardous risk under a standard fire insurance policy without providing Landlord with a policy of insurance covering such extra risks to Landlord's reasonable satisfaction. Notwithstanding anything to the contrary in this Lease, Tenant shall have no obligation to comply with any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing ("Cannabis Laws").

8. Damage to Premises. From and after the date on which Tenant shall be privileged to enter upon the Premises, Landlord shall insure the Premises against damage or destruction by fire and other casualties insurable under a standard extended coverage endorsement, subject to Tenant's reimbursement of same. Tenant shall be solely responsible for insuring Tenant's personal property within the Premises.

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In the event that, at any time during the Lease Term, the permanent improvements then constituting the Premises and site improvements shall be damaged or destroyed (partially or totally) by fire or any other casualty insurable under a standard fire and extended coverage endorsement, Landlord shall promptly, and with due diligence, repair, rebuild and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction using the proceeds of the insurance obtained by Landlord; provided, however, if fifty (50%) Percent or more of the Premises is damaged Landlord will have the right to terminate this Lease, and if as a result of any such damage or destruction during the last year of the lease term, Tenant's fixtures, equipment or other property shall be damaged or destroyed in an amount exceeding One Hundred Thousand Dollars ($100,000.00), then either party may terminate this Lease as of the date of such damage or destruction by giving written notice to the other party within thirty (30) days thereafter and Tenant shall (assuming Tenant conducts no business from the Premises) have an additional forty-five (45) days within which to remove (at Tenant's sole cost and expense) its property from the Premises, provided Tenant shall have no right of termination if the casualty occurs because of Tenant's negligence or intentional acts. Notwithstanding any such termination of this Lease by Landlord as provided in this Section, other than the event of damage to fifty (50%) or more of the Premises, Tenant shall have the right to exercise any option to extend the term hereof within thirty (30) days after the date of the receipt of Landlord's notice of termination under this Section 8, and upon the exercise of any such option by Tenant, then this Lease shall continue in full force and effect despite such notice of termination by Landlord and Landlord shall repair, rebuild and restore the said permanent improvements as above provided. In the event that this Lease shall be terminated as above provided, all unearned rent and other charges paid in advance shall be refunded to Tenant. The proceeds of the fire and extended coverage insurance carried by Landlord, shall be used to pay for Landlord's cost to repair or replace the Premises as required by this Section 8.

Each party hereto hereby remises, releases and discharges the other party hereto and any officer, agent, employee or representative of such party of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried or is required hereunder to be carried, by the party at the time of such loss, damage or injury.

9. Condition of the Premsies; Repairs. (a) On or before the Effective Date, the Landlord shall perform, at its sole expense subject to the terms herein, the Landlord's Work described in Exhibit B, attached hereto. Except for the Landlord's Work, Tenant accepts the Premises "as is, where is," and shall perform all other work to the Premises that it requires.

(b) Tenant shall make all necessary repairs and replacements to the Premises and to the building in which the Premises are located, and to the electrical systems located therein. Landlord shall make all repairs to the Premises that are structural in nature or required due to fire, casualty or other act of God, subject to Tenant's reimbursement of said charges as Additional Rent. Notwithstanding anything to the contrary, Tenant shall

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make all repairs and replacements arising from its act, neglect or default, or at Landlord's option, shall reimburse Landlord the cost of making said repairs and replacements if Landlord elects to perform same. Tenant shall keep the Premises in good repair, and Tenant shall upon the expiration of the term of this Lease, yield and deliver up the Premises in like condition as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted. Tenant will maintain mechanical systems and due semi-annual maintenance with a licensed contractor. In the event that the Landlord shall deem it necessary or be required by any governmental authority to alter, repair, remove, reconstruct or improve any part of the Premises, including but not limited to the Building (unless the same result from Tenant's act, neglect, default or mode of operation in which event Tenant shall make all such repairs, alterations and improvements), then the same shall be made by the Landlord with reasonable dispatch, however, such obligation of Tenant shall not extend to maintenance, repairs or replacements necessitated by the intentional wrongdoing or gross negligence of Landlord. If all or part of the Premises are unfit for occupancy by reason of: 1) damage or destruction for which the Tenant is not responsible hereunder; or 2) repairs, alterations, or improvements commenced by Landlord if it deems necessary in its sole discretion or if required by governmental authority, the Base Rent from the date the Premises are unfit for occupancy until the Premises are fit for occupancy will be abated in proportion to the ratio that the portion of the Premises that is unfit for occupancy bears to that portion of the Premises that is fit for occupancy. If repairs, improvements, alterations, reconstruction, etc. to the Premises cannot be completed within ninety (90) days, the Tenant may, at its option, terminate this Lease and the Landlord shall immediately refund to Tenant all unearned rent and other charges paid in advance by Tenant to Landlord.

10. Insurance; Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord from any liability for damages to any person or property in, on or about the Premises from any cause whatsoever, excepting the Landlord's acts of negligence or default. Tenant will procure and keep in effect during the term hereof public liability and property damages insurance naming Landlord as an additional insured in the sum of one million and 00/100 ($1,000,000.00) Dollars Combined Single Limit for injury or death to any person and for property damage, covering all claims for injuries to persons occurring on and around the Premises. The insurance afforded by this policy shall apply to the Landlord as an additional insured, but only with respect to personal injury and property damage liability arising out of the Tenant's use of the Premises and then only to the extent of the Tenant's obligations under this Lease. Tenant additionally agrees to cover all risks of construction during the period Tenant's improvements are being constructed by Tenant unless arising out of Landlord's acts of negligence or default.

All insurance required of Tenant shall be placed with an insurance company authorized to issue property and casualty insurance in the State of Michigan and having a Best rating of "A, Class XII" or better. Such insurance shall name Landlord and its mortgagee, if any, as additional insureds and mortgagee pursuant to a standard non-contributory mortgagee clause, each requiring at least ten (10) days prior written notice to Landlord and mortgagee of cancellation, and shall also contain a provision exempting

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Landlord from any loss of coverage as an additional insured due to the acts of Tenant. The insurance afforded by this policy shall apply to the Landlord as an additional insured, but only with respect to personal injury and property damage liability arising out of the Tenant's use of the Premises and only to the extent of the Tenant's obligations under this Lease. Tenant shall provide Landlord with a certificate of the insurance on or before the Effective Date. Tenant shall provide Landlord with copies of renewal certificates of the insurance showing premiums fully prepaid for the current year at least thirty (30) days prior to the expiration of the policy. If Tenant changes insurance companies or the form of the policy, Tenant shall promptly supply Landlord with a copy of the new certificate. If Tenant fails to obtain the required insurance, Landlord may, but shall not be obligated to, obtain such insurance. In the event Landlord pays any premiums for insurance required to be obtained by Tenant hereunder, such premiums shall be additional rent immediately due and payable from Tenant to Landlord. All such additional rent shall bear interest at the rate of two (2%) percent per annum in excess of the prime rate of interest publicly announced by Bank One, Michigan, or its successor.

All of Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk. Landlord shall not be responsible for any loss of business or other loss or damage, including to Tenant's person and property that is caused by the acts or omissions of persons occupying adjoining Premises.

11. Hazardous Materials. Tenant shall not permit the use, storage, generation or disposal of any Hazardous Materials on, in or about the Premises (including Common Areas) in violation of any federal, state, or local laws, ordinances, rules, regulations or policies governing the use of Hazardous Materials. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims, demands, governmental penalties, fines, damages, costs, or expenses of whatever kind, including reasonable expert fees, clean-up costs and attorneys' fees, resulting from the use, storage, generation, disposal or introduction of Hazardous Materials to the Premises by Tenant during Tenant's occupancy (excepting only the acts of the Landlord), and which were not present as of the Commencement Date. "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.) ("HMTA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et. seq.) ("RCRA"), the Michigan Environmental Response Act, (MCLA, Sections 299.601, et. seq.) ("Polluters Pay Act") ("ERA"), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule or regulation.

Tenant shall deliver the Premises to Landlord free of Hazardous Materials and in conformity with CERCLA, HMTA, RCRA, ERA and all other applicable federal, state and local laws, ordinances, rules and regulations upon expiration or termination of this Lease (regardless of whether resulting from early termination due to Tenant's default,

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bankruptcy, condemnation or other non-Landlord triggered events). Landlord may require Tenant to commission and pay for an environmental audit and deliver a written report of the audit results if Landlord reasonably suspects that Tenant has stored, generated or disposed of Hazardous Materials on, in or about the Premises or Common Areas in violation of applicable law. Tenant's obligation to conduct clean-up operations and provide written environmental reports if Tenant stored, generated or disposed of Hazardous Materials in or about the Premises or Common Areas shall continue until a report is received in form and substance reasonably acceptable to Landlord which certifies that the Premises is free from all Hazardous Materials. Landlord shall reimburse Tenant for the cost of the audit if the audit finds no evidence that Tenant has stored, generated or disposed of Hazardous Materials.

All Hazardous Materials used in the operation of Tenant's business must be kept at all times in compliance with all applicable Laws, and in a manner calculated to prevent damage to human health, safety, welfare and the environment, and the Premises will be operated and maintained, and the occupants of the Premises shall conduct their activities in the Building, in compliance with all Laws and in a manner calculated to prevent damage to human health, safety, welfare and the environment. In no event shall Tenant or its employees or agents dispose of Hazardous Materials in, on or under the Premises or property adjacent to the Premises and all Hazardous Materials shall be removed from the Premises in the manner set forth below. Hazardous Materials shall not be stored outside of the Building. Tenant shall not dispose of any Hazardous Materials at the Premises, except in accordance with applicable law, including, where required, to transfer such substances to licensed waste haulers. Tenant, its employees or agents, shall not introduce any Hazardous Materials into the Building's plumbing system.

Tenant's obligations and liability under this Section 11 shall include all Landlord's property, the Common Areas and property adjoining property owned by Landlord. To the extent Tenant's actions may have contaminated such common or adjoining areas, the terms of this Section 11, including the obligations and liabilities herein, shall survive termination of this Lease.

12. Alterations and Additional Construction. Tenant may not remodel and improve the Premises, including the installation of exterior signs or awnings, without the prior written approval of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall deliver the Premises to Landlord at the termination of the Lease in good condition and repair, reasonable wear and tear excepted. The Tenant is not required to remove any Tenant alterations or additions from the Premises unless directed or instructed to do so by the Landlord. If any alterations or additions are removed by Tenant, Tenant must, at Tenant's sole cost, repair and any damage caused by such removal and must restore the Premises to its original condition.

Tenant shall keep the Premises free of liens arising out of any work performed or labor or materials furnished to the Premises by or on behalf of Tenant. If Tenant fails to keep the Premises free from such liens, Tenant shall promptly reimburse Landlord for necessary costs and expenses, including reasonable attorneys fees, incurred by Landlord

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due to the filing and/or removal of any such lien. Tenant's failure to pay any such costs and expenses within five (5) days of Landlord's demand shall be a default under this Lease in the same manner as nonpayment of rent. If Tenant fails to make timely payment, Landlord shall have the same remedy as provided in this Lease for non-payment of rent.

13. Fixtures. Any personal property, trade fixtures and moveable equipment installed by Tenant in connection with the business conducted on the Premises shall remain the property of Tenant and shall be removed when this Lease expires. Tenant shall repair any damage caused by the removal of such trade fixtures or moveable equipment, and Tenant shall restore the Premises to its original condition.

Tenant covenants and agrees that Landlord shall have the right to enter the Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by Landlord essential to the use and occupancy of other parts of the Building.

14. Eminent Domain. If any part of the Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either Landlord or Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Premises, or damages awarded because of the taking, shall be payable to and the sole property of Landlord, except any award for the relocation of Tenant's business.

15. Reservation. Landlord reserves the right of free access at all times to the Premises and reserves the right to access the Premises to maintain and protect same. Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of Landlord.

16. Care of Premises. Tenant shall not perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building and shall keep Premises clean and free from rubbish and debris at all times, and it is further agreed that in the event Tenant shall not comply with these provisions, Landlord may enter upon the Premises and have rubbish and debris removed, in which event Tenant agrees to pay all charges that Landlord shall pay for said cleaning and removal of rubbish. Such charges shall be paid to Landlord by Tenant as soon as bill is presented to Tenant and Landlord shall have the same remedy as is provided in Section 23 of this Lease in the event of Tenant's failure to pay.

17. Compliance. Tenant shall at its own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting Tenant's occupancy of the Premises and the cleanliness, safety, occupation and use of same.

18. Limitation of Liability. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or

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omissions of persons occupying adjoining Premises or any part of the Premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

19. Re-Renting. Tenant hereby agrees that for a period commencing 120 days prior to the termination of this Lease, Landlord may show the Premises to prospective tenants in such manner as to avoid unreasonable interference with Tenant's business activities, and 90 days prior to the termination of this Lease, may display in and about the Premises and in the windows thereof, the usual and ordinary "TO RENT" signs. Landlord must give a two-day advance notice of the showings and will make every reasonable attempt to schedule showings when tenant is not operating.

20. Holding Over. Tenant shall have no right to hold over or remain in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, and no tenancy from month to month, at will or otherwise shall be created by reason of any such holdover, it being acknowledged and agreed that Landlord shall be entitled to immediate possession of the Premises upon the expiration or earlier termination of this Lease, and may thereafter institute summary proceedings to recover possession of the Premises without being required to give Tenant any notice to quit or to vacate the Premises. If Tenant remains in possession of the Premises or any part thereof subsequent to the expiration or earlier termination of this Lease, Tenant shall, at Landlord's election, either (a) pay to Landlord as liquidated damages, and not as a penalty or as rent, for such holdover an amount equal to five percent (5%) of the Base Rent payable under Paragraph 3 above for the month immediately preceding the month in which this Lease expires or terminates per day for each day after the expiration or earlier termination of this Lease that Tenant remains in possession of the Premises or any part thereof or (b) pay to Landlord all damages, whether consequential, special or otherwise, incurred by Landlord, including but not limited to damages arising out of the loss of any lease of the Premises, which result from Tenant remaining in possession of the Premises or any part thereof subsequent to the expiration or earlier termination of this Lease. The parties hereby acknowledge and agree that it would be difficult, if not impossible, to determine the actual damages Landlord would incur if Tenant fails to surrender possession of the Premises to Landlord on or before the expiration or earlier termination of this Lease, and that the liquidated damages provided for in the immediately preceding sentence represents a good faith, reasonable estimate by the parties hereto of the actual damages Landlord will incur if Tenant remains in possession of the Premises or any part thereof subsequent to the expiration or earlier termination of this Lease. Tenant covenants and agrees that it shall surrender possession of the Premises to Landlord on or before the expiration or earlier termination of this Lease.

21. Signage. Tenant shall have the right, at its sole expense, to install signage upon the Premises, provided the size and style thereof shall be approved in writing by Landlord, and shall at all times conform to all applicable governmental laws, ordinances or rules regulating signs and advertising displays.

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22. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs reasonably necessary for which Tenant is responsible as provided in Section 9 hereof it may demand that Tenant make the same and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's inventory or business by reason thereof, unless due to Landlord's gross negligence or willful misconduct, and if Landlord makes or causes to be made such repairs, Tenant agrees that it will forthwith on demand pay to Landlord the cost thereof with interest at seven (7%) per annum, and if Tenant shall make default in such payment, Landlord shall have the remedies provided in Section 23 hereof for non-payment of rent.

23. Re-entry. The occurrence of any of the following shall constitute a default by Tenant:

    i. Failure to pay any rent by the Due Date and such failure is not cured within five (5) days of written notice from Landlord. In such instance, Landlord, may, in addition to all remedies provided hereunder, thereafter require Tenant to make any future payments by cash or cashier's check; or

    ii. Failure to pay all rent by the Due Date and Landlord's sending a notice of non-payment to Tenant more than three (3) times during any calendar year. Such default shall entitle Landlord to all remedies hereunder, including immediate termination of this Lease and may not be cured by subsequent payment; or

    iii. Abandonment and vacation of the Premises (failure to occupy and operate the Premises for fourteen (14) consecutive days shall be deemed an abandonment and vacation); or

    iv. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within twenty (20) days and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter.

24. Landlord's Remedies. If Tenant defaults, then in such event Landlord may, by giving notice to Tenant during the continuance of such default, either:

    i. terminate the Lease; or
    ii. re-enter the Premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom.

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In the event that Landlord shall proceed under (b) immediately above, Landlord shall use commercially reasonable efforts to relet the Premises at the best possible rent readily obtainable (making reasonable efforts therefor) and receive the rent therefrom, but recovery of possession (by summary proceedings or otherwise) shall not constitute a termination of this Lease unless Landlord so notifies Tenant in a written instrument separate from any pleadings or notices in the summary proceeding case. Tenant shall remain liable for the equivalent of the amount of all rent reserved in this Lease less the avails of reletting, if any, after deducting therefrom the reasonable cost of obtaining possession of and reletting the Premises. The reasonable costs of reletting and obtaining possession of the Premises shall include the brokerage fee of an independent third party broker, reasonable attorneys' fees and costs, and the cost of repairing the Premises and preparing the Premises for reletting.

25. Quiet Enjoyment. Landlord covenants that Tenant, on payment of all the aforesaid installments and performing all the covenants contained herein, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

26. Expenses, Damages, Re-Entry. In the event that Landlord shall, during the period covered by this Lease, obtain possession of the Premises by reentry, summary proceedings, or otherwise, as a result of Tenant's uncured breach or default hereunder, Tenant hereby agrees to pay Landlord the expense reasonably incurred in obtaining possession of the Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including reasonable attorney fees and court costs.

27. Remedies Not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

28. Waiver. The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

29. Delay of Possession. It is understood that if Tenant shall be unable to enter into and occupy the Premises hereby leased at the time above provided, by reason of the Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Premises, or as a result of any cause or reason beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefor, but during the period Tenant shall be unable to occupy said Premises as herein provided, the rental therefore shall be abated in proportion to the time Tenant is unable to occupy the Premises.

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30. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known post office address, or at the Premises, and deposited in the mail, certified or registered mail, with postage prepaid, and if such notice to Landlord is in writing addressed to the last known post office address of Landlord and deposited in the mail, certified or registered mail, with postage prepaid. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

31. Pronouns. It is agreed that in this Lease the word "he" shall be used as synonymous with the words "he", "it" and "they", and the word "his" synonymous with the words "his", "its" and "their".

32. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns. This agreement contains the entire agreement of the parties with respect to its subject matter. This agreement may not be amended or modified in any manner except by a written document signed by both Landlord and Tenant.

33. Security Deposit. Landlord herewith acknowledges the receipt of $15,000.00 and will deposit it into non-interest bearing security and damage deposit, which shall be held by Landlord as security of the Tenant's faithful performance of and compliance with all terms and conditions of this Lease. If Tenant fails to comply with the terms and conditions of this Lease, then the security deposit shall be applied by the Landlord against the payment of all expenses or damages incurred by the Landlord as a result of such non-performance or non-compliance. If all terms and conditions of this Lease are fully performed and complied with by the Tenant, then the security deposit shall be returned to the Tenant at the expiration of the term of this Lease. In no event is the deposit to be applied against rent by Tenant during the course of this Lease period.

34. Sublet. Tenant may not sublease without Landlords consent. If Landlord is found to have unreasonably withheld its consent or approval in any manner, an action for declaratory judgment or specific performance will be Tenant's sole right and remedy and Tenant hereby waives all rights for damages therefore. Neither Landlord nor any of its agents shall be liable for any deficiency.

35. Time. Time is of the essence for all purposes under this Lease.

36. Headings. The headings and section numbers appearing in this Lease are only inserted as a matter of convenience and in no way define, limit, expand or describe the scope or intent of such sections of this Lease, nor in any way affect this Lease.

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37. Michigan Law. This Lease and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Michigan.

38. Authority To Sign Lease. The undersigned person signing on behalf of Tenant and Landlord respectively, herby declares, warrants, represents, acknowledges and states that he or she is an authorized representative of the Tenant and Landlord and has been provided complete authority to bind the Tenant and Landlord to this Agreement.

39. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile transmissions or scanned document of any signed original document, or transmission of any signed facsimile document or scanned document, shall be the same as delivery of an executed original.

40. Entire Agreement. This Lease, including any exhibits or riders attached hereto, represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

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IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

TENANT:

RTMC ENTERPRISE, LLC,
a Michigan limited liability company

BY: DocuSigned by: Robert McCurren IV 7D137E245DCD47D...
ITS:

DATE EXECUTED BY TENANT: 1/22/2020

LANDLORD:
NORTHFIELD CORNER LOT, LLC
a Michigan limited liability company

BY: DocuSigned by: Jon Carlson 1B5E3B5EC2E548F...
Jon Carlson
ITS: Managing Member

DATE EXECUTED BY LANDLORD: 1/22/2020

Statement of Consent

Property Owner

January 23, 2020

RE: Written consent for the proposed marijuana facility located at 50 E North Territorial Drive, Whitmore Lake, MI 48189 (the "Property")

To Northfield Township (the "Township"):

This letter is to confirm that RTMC Enterprises, Inc. is the applicant and proposed operator of the Property. The undersigned is a legally qualified representative of the entity and

1) The undersigned is the legal owner in fee of the Property, and

2) Authorizes the applicant to conduct the proposed work, and

3) Authorizes the applicant to operate the proposed operation.

Subscribed and sworn to before me this

23th day of January 2020.

Panagiota Korelis Richards

Notary Public, State of Michigan

County of LIVINGSTON

My Commission Expires: 9/2/2024

Acting in LIVINGSTON County

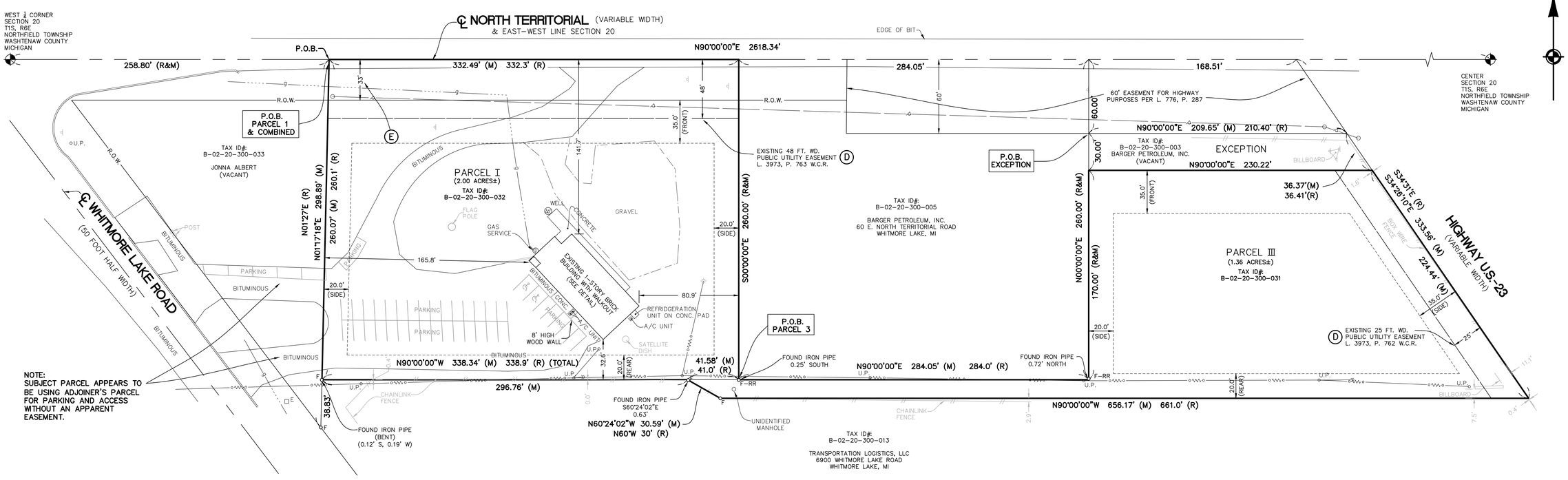
PANAGIOTA KORELIS RICHARDS
Notary Public – State of Michigan
County of Livingston
My Commission Expires Sep 2 2024
Acting in the County of LIVINGSTON

Northfield Lot LLC

Its:

Detailed written description of the proposed use, addressing whether the proposed use meets the following standards:

- *Will be harmonious, and in accordance, with the objectives and regulations within the Zoning Ordinance.*
  - The proposed zoning is in the GC: generally commercial zone district. The current site complies with the zoning requirements of the General Commercial zone district. The proposed modifications to the site and building will bring the site closer to compliance. Parking requirements were estimated based on township guidance using the retail standard of one parking spot per 200 gross square feet. The proposed provisioning center would utilize an existing building which already meets the setback requirements of the district. Lastly, the development will improve the existing build façade, replace the driveway and off street parking surface to comply with material requirements, and add screening to the existing dumpster.
- *Will be compatible with the natural environment and existing and future land uses in the vicinity.*
  - The landscape plan provided as part of the site plan application preserves the minimal existing natural features of the site and will be compatible with natural environment, both existing and future ones. The landscape and site plan are both consistent with the master plan.
- *That the proposed use will be served adequately by essential public facilities and disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such service.*
  - The proposed use is expected to be served adequately by current public facilities.
- *That the proposed use will not be detrimental, hazardous, or disturbing to the existing or future neighboring uses, persons, property or the public welfare.*
  - The proposed use presents no no detrimental or hazardous effects to surrounding properties. It is also not anticipated to disturb existing or future neighboring uses, persons, properties, or public welfare.
- *That the proposed use will not create additional requirements at public cost for public facilities and services that will be detrimental to the economic welfare of the community.*
  - As a typical retail establishment, the proposed use is not anticipated to create additional requirements at public cost for public facilities and services. It will not be detrimental to the economic welfare of the community and, in fact, is expected to improve it.
- *Will be compatible with the Township's adopted general development plan.*
  - According to the Township's Master Plan, the proposed Northern Trellis facility is part of the Central US-23 interchanges sub-area where the township desires to focus commercial development on properties directly adjacent to US-23 interchanges. This will make it a transitional area to the agricultural spaces to the west. Additionally, the township's strategy allows for a mix of service, office and residential uses as it relates to the US-23 and North Territorial Road interchange and along the Whitmore Lake Road corridor. The proposed use fits this strategy. The proposed landscape and natural preservation tactics proposed for the site fit with the township's desire to maintain attractive landscape screening along public right of ways while adhering to the transitional character of the area with a mix of commercial development and greenbelt features. The address of the proposed facility firmly sits within the township's desired future land use of mixed use that, again, serves as a transitional area.



LEGAL DESCRIPTION (As Provided):
(Per Metropolitan Title Co. Commitment No. CM–47150, Dated May 2, 2003)

Land in the Township of Northfield, Washtenaw County, State of Michigan.

PARCEL I
Part of the Southwest ¼ of Section 20, T1S, R6E, Township of Northfield, Washtenaw County, Michigan, described as follows: **BEGINNING** at a point on the East and West ¼ line of said Section 20, 258.8 feet Due EAST from the West ¼ corner of Section 20; thence South 01 degrees 27 minutes West 260.1 feet; thence Due EAST 338.9 feet; thence Due NORTH 260.0 feet; thence Due WEST along the ¼ line 332.3 feet to the **POINT OF BEGINNING**.

PARCEL III
That part of the Southwest ¼ of Section 20, Northfield Township, Washtenaw County, Michigan, described as: **BEGINNING** at a point distant East 591.08 feet and SOUTH 260.0 feet from the West ¼ corner of Section 20; thence EAST 284.0 feet; thence NORTH 197.2 feet; thence EAST 212.5 feet; thence South 34 degrees 31 minutes East 257.6 feet; thence WEST 661.0 feet; thence North 60 degrees West 30 feet; thence EAST 41.0 feet to the **Place of Beginning; EXCEPTING** therefrom the following described property: Commencing at the West ¼ corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence EAST 875.08 feet along the East and West ¼ line of said Section; thence SOUTH 60.00 feet to the **PLACE OF BEGINNING**; thence EAST 210.40 feet; thence South 34 degrees 31 minutes Easat 36.41 feet; thence WEST 231.03 feet; thence NORTH 30 feet to the **PLACE OF BEGINNING**, being a part of the Southwest ¼ of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan.

Tax Item No. 20–02–300–032, Tax Item No. 20–02–300–031

PARCEL 1 (As surveyed by Atwell–Hicks, Inc.):

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence N90°00'00"E 258.80 feet along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road (variable width) for a **PLACE OF BEGINNING**; thence S01°17'18"W 260.07 feet (recorded as S01°27'W 260.1 feet); thence N90°00'00"E 338.34 feet (recorded as 338.9 feet); thence N00°00'00"E 260.00 feet; thence S90°00'00"W 332.49 feet (recorded as 332.3 feet) along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road to the **Place of Beginning**, containing 2.00 acres of land, more or less, being part of the Southwest 1/4 of said Section 20, being subject to the rights of the public over the Northerly 33.00 feet thereof, as occupied by said North Territorial Road, and being subject to easements and restrictions of record, if any.

PARCEL 3 (As surveyed by Atwell–Hicks, Inc.):

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence N90°00'00"E 591.29 feet along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road (variable width); thence S00°00'00"W 260.00 feet for a **PLACE OF BEGINNING**: thence N90°00'00"E 284.05 feet (recorded as 284.0 feet); thence N00°00'00"E 170.00 feet; thence N90°00'00"E 230.22 feet (recorded as 231.03 feet); thence S34°26'10"E (recorded as S34°31'E) 224.44 feet along the Westerly Right–of–Way line of Highway US–23 (variable width); thence S90°00'00"W 656.17 feet (recorded as 661.0 feet); thence N60°24'02"W 30.59 feet (recorded as N60°W 30 feet); thence N90°00'00"E 41.58 feet (recorded as 41.0 feet) to the **Place of Beginning**, containing 1.36 acres of land, more or less, being part of the Southwest 1/4 of said Section 20, being subject to easements and restrictions of record, if any.

LEGAL DESCRIPTION (Combined Parcel):

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence N90°00'00"E 258.80 feet along the East–West 1/4 line of said Section 20, and the centerline of North Territorial Road (variable width) for a **PLACE OF BEGINNING**; thence N90°00'00"E 332.49 feet continuing along the East–West 1/4 line of said Section 20; thence S00°00'00"W 260.00 feet; thence N90°00'00"E, 284.05 feet; thence N00°00'00"E 170.00 feet; thence N90°00'00"E 230.24 feet; thence S34°26'45"E 224.47 feet along the Westerly Right–of–Way line of Highway US–23; thence S90°00'00"W 656.24 feet; thence N60°24'02"W 30.59 feet; thence S90°00'00"W 296.76 feet; thence N01°17'18"E 260.07 feet to the **Place of Beginning**, containing 3.36 acres of land, more or less, being a part of the Northwest 1/4 of said Section 20, being subject to the rights of the public over the Northerly 33.00 feet thereof, as occupied by said North Territorial Road, and being subject to easements and restrictions of record, if any.

YARD AND SETBACK REQUIREMENTS:
(GENERAL COMMERICAL DISTRICT)

1. FRONT YARD: not less than thirty–five (35) feet.

2. SIDE YARDS: least width of either yard shall not be less than twenty (20) feet, except in the case of a corner lot or parcel where the side yard on the road or street side shall no be less than thirty–five (35) feet.

3. REAR YARDS: not less than twenty (20) feet.

4. The above yard requirements shall apply to every lot, building or structure.

SCHEDULE B EXCEPTIONS:
(Per Metropolitan Title Co. Commitment No. CM–47150, Dated May 2, 2003):

(D) Grant of Easement in favor of Township of Northfield and the Covenants, Conditions and Restrictions contained in instrument(s) recorded in Liber 3973, Page 762 and Liber 3973, Page 763. (As Shown)

(E) Any rights, title interest or claim thereof to that portion of the land taken, used or granted for North Territorial Road, as to Parcel I. (As shown)

(F) Parcel III does not appear to abut a public road nor to be benefited by a recorded Right–of–Way or Grant of Easement for access. (Not plottable)

NOTES:
Sanitary sewer and underground utility lines have been field located where visible. Underground locations have been taken from record documents and no guarantee can be made to the completeness, exactness or correctness of locations. The cable television and telephone companies did not provide plans.

Basis of Bearing: Bearings are based on the East–West 1/4 line of Section 20, being N90°00'00"E (Due East) per Metropolitan Title Company Commitment No. CM471540.

CERTIFICATION

TO: METROPOLITAN TITLE COMPANY & TICOR TITLE INSURANCE COMPANY
NORTHFIELD ☥ , LLC
BANK OF ANN ARBOR

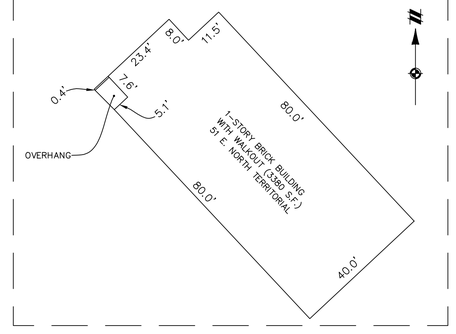
This is to state that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further states that the survey measurements were made in accordance with the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

ATWELL–HICKS, INC.

Date_____

_____
JOHN D. HEIKKINEN
Professional Surveyor No. 47952

DETAIL:
(SCALE: 1"=20')



LEGEND

○	EXIST. SANITARY MANHOLE
	EXIST. SANITARY SEWER
	EXIST. OVERHEAD ELECTRIC
	EXIST. UNDERGROUND ELECTRIC
☼	EXIST. LIGHT POLE
○U.P.	EXIST. UTILITY POLE
	GUY WIRE
□DE	EXIST. ELECTRIC TRANSFORMER
	EXIST. GAS
□G	EXIST. GAS RISER
G	EXIST. GAS SERVICE
	EXIST. CURB AND GUTTER
	EXISTING FENCE
	EXIST. SIGN
	SECTION CORNER
○F	FOUND IRON PIPE

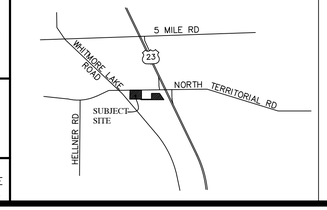
3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1–800–482–7171
FOR THE LOCATION OF
UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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VICINITY MAP
* NOT TO SCALE



ATWELL-HICKS, INC.
Civil Engineering • Surveying
Planning • Environmental Services
Ann Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 586 786 9800
Naperville, IL 630 577 0800

SECTION 20 TOWN 1 SOUTH, RANGE 6 EAST
TOWNSHIP OF NORTHFIELD
WASHTENAW COUNTY, MICHIGAN

CLIENT
DEWEY'S STEAKHOUSE

ALTA/ACSM LAND TITLE SURVEY
OF
51 E. NORTH TERRITORIAL ROAD
IN

CAD FILE
300843AS01

Revise Cert. 06–08–04
REVISIONS

DATE
April 20, 2004

SCALE 0 20 40
1" = 40 FEET

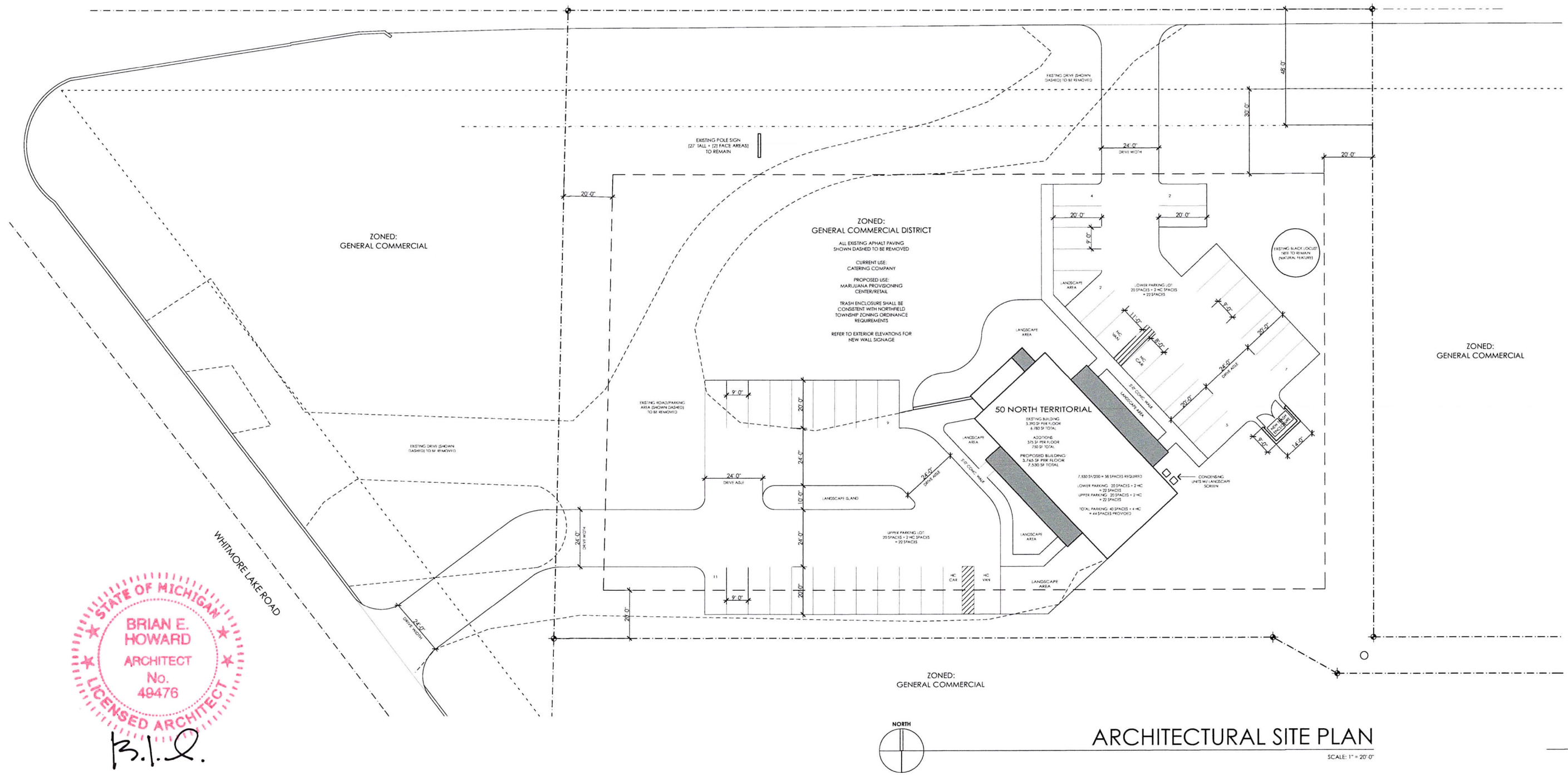
DR.	DLW
CH.	JDH
P.M.	BEGO
BOOK	167
JOB	300843.10
FILE NO.	1221–11

ARCHITECTURAL SHEET INDEX:

EXTERIOR ELEVATIONS	A4	ARCHITECTURAL SITE PLAN	AS00
EXTERIOR RENDERING	A5	LANDSCAPE PLAN	LP00
EXTERIOR RENDERING	A6	ALTA SURVEY	
EXTERIOR RENDERING	A7	LOWER LEVEL PLAN	A1
EXTERIOR RENDERING	A8	UPPER LEVEL PLAN	A2
EXTERIOR RENDERING	A9	EXTERIOR ELEVATIONS	A3

HF:architecture©
HARMONY | FORM
512 NORTH MAIN STREET | SUITE 100
ROYAL OAK | MICHIGAN 48067
248 | 388 | 8563 www.hfarchitecture.com

ISSUE DATE
05.13.20



NORTH

ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"

ISSUE FOR
PLANNING COMMISSION SUBMITTAL

PROJECT
NORTHERN TRELLIS RENOVATION
50 NORTH TERRITORIAL ROAD
NORTHFIELD TOWNSHIP, MICHIGAN

AS00

STATE OF MICHIGAN
BRIAN E. HOWARD
ARCHITECT
No. 49476
LICENSED ARCHITECT

B.I.H.

NORTH TERRITORIAL ROAD

EXISTING POLE SIGN
(27' TALL + (2) FACE AREAS)
TO REMAIN

Landscape Plan - WaterScape Inc. 5-12-2020

Plant Legend			
Symbol	Qty	Common	Botanical
	9	American Arborvitae	Thuja occidentalis
	7	Black Spruce	Picea mariana
	7	Blue Carpet Juniper	Juniperus squamata 'Blue Carpet'
	1	Crabapple	Malus angustifolia
	2	Crabapple	Malus hybrid 'Prairiefire'
	19	Daylily	Hemerocallis x hybridus 'Stella De Oro'
	9	Dwarf Fountain Grass	Pennisetum alopecuroides
	2	Himalayan Birch, Jacquemontii Birch	Betula utilis var. jacquemontii
	12	Japan Fern	Dryopteris pycnopteroides
	5	Red Twig Dogwood	Cornus 'Hedgerow Gold'
	9	Sea Green Chinese Juniper	Juniperus chinensis 'Sea Green'
	1	Serviceberry 'Rainbow Pillar'	Amelanchier canadensis 'Rainbow Pillar'
	19	Variegated Japanese Sedge	Carex oshimensis 'Evergold'
	1	Weeping Cherry Tree	Prunus subhirtella 'Pendula'
	1	Western White Pine	Pinus monticola

EXISTING BLACK LOCUST TREE TO REMAIN "NATURAL FEATURE"

50 NORTH TERRITORIAL

WHITTMORE LAKE ROAD

ZONED:
GENERAL COMMERCIAL

NORTH

LANDSCAPE PLAN

SCALE: 1" = 20'-0"

HF:architecture©
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512 NORTH MAIN STREET | SUITE 100
ROYAL OAK | MICHIGAN 48067
248 | 388 | 8563
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ISSUE DATE
05.13.20

ISSUE FOR
PLANNING COMMISSION SUBMITTAL

PROJECT
NORTHERN TRELLIS RENOVATION
50 NORTH TERRITORIAL ROAD
NORTHFIELD TOWNSHIP, MICHIGAN

LP00

WaterScape
Delivering Paradise

Date: May 4, 2020

To: Robert McCurren and Trent McCurren, Northern Trellis

From: Chuck Kerschbaum, Owner WaterScape Inc.

Re: Northern Trellis Property Existing Natural Features

Hi Rob and Trent.

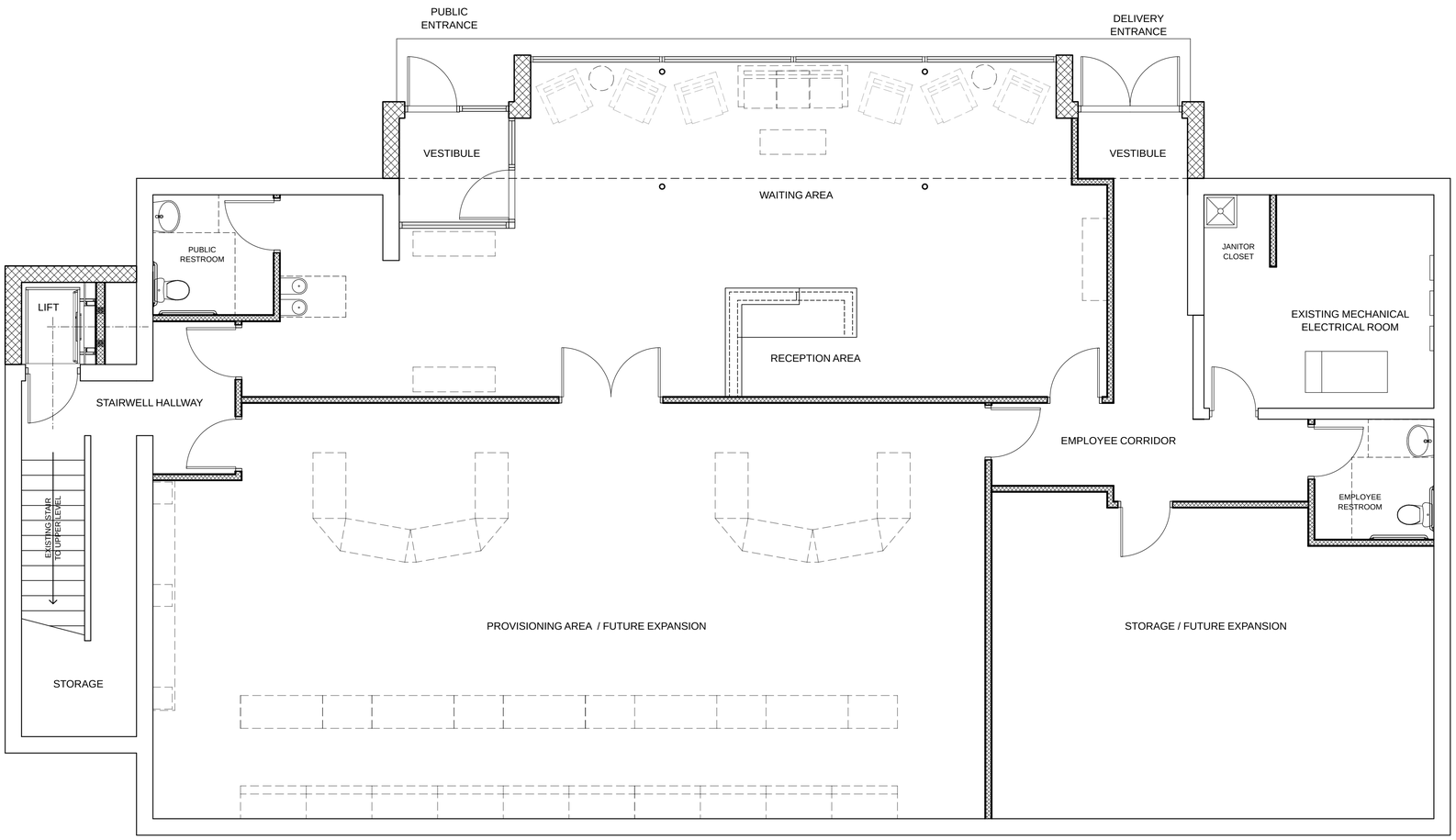
We have done a full walkaround of the property where your new business will be located. There are several existing trees that are located on the property that we recommend removing due to their damage, age, danger and their lack of maintenance which has caused them to be way overgrown and unsightly. These are located on the North end of the building, just west of the driveway going up the hill. You can see where several large branches have been snapped off in the past, probably due to wind or weather damage. The other trees that are surrounding it are overgrown, scrappy and unsightly.

On the South side of the building there are numerous scrap trees, shoots, weeds and vegetation that has grown up due to lack of maintenance. These are growing into the building and need to be removed. The buffer of shrubs and trees to the south on the property line should remain.

One large, Black Locust tree bordering with the Citgo station should be preserved. It is a good tree that we do not recommend removing.

I do not see any wetlands or protected natural areas that need to be preserved on the property that you are purchasing. Please let me know if you have any questions. Thank you.

9905 Spencer Rd. South Lyon, MI 48178 – 734-944-7625 – Info@waterscape.biz



2 LOWER LEVEL PLAN
Scale: 1/4" = 1'-0"

0 5 10 15 20 FT

WALL KEY

- NEW FULL HT. STUDS WITH DRYWALL PARTITIONS (3 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD BOTH SIDES)
- NEW FULL HT. STUDS WITH DRYWALL PARTITIONS (1 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD ONE SIDE)
- NEW PARTIAL HT. WALLS HIDDEN (3 5/8" WOOD STUD W/ 5/8" GYPSUM BOARD ON INSIDE AND 1/2" PLY. ON OUTSIDE)
- EXISTING WALLS

Mercury Studios, Inc.
MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

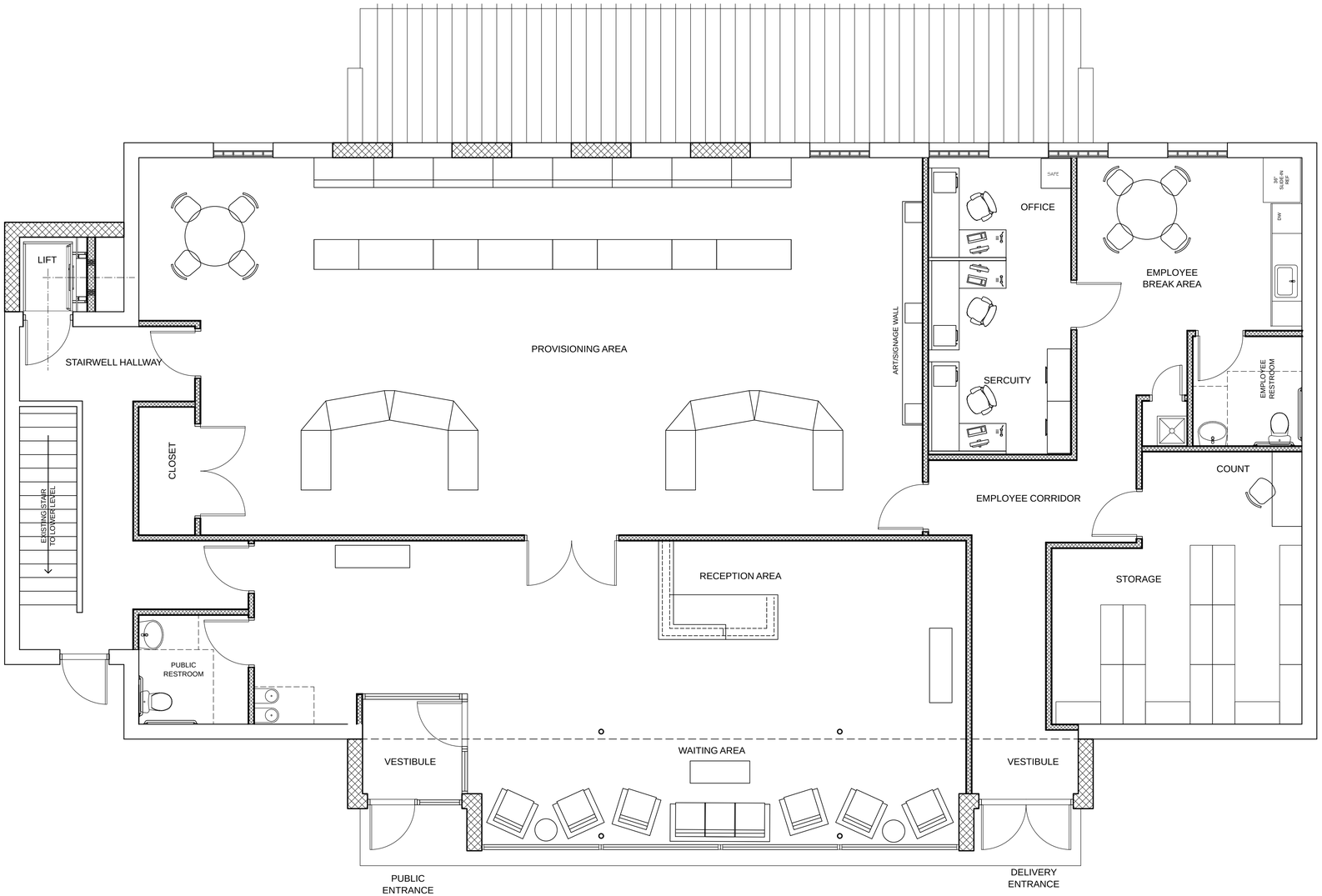
SHEET TITLE
CONCEPT DRAWINGS

SCALE 1/4"=1'-0"

DATE 1-21 -20
5-13-20

DRAWN BY

A-1



1 UPPER LEVEL PLAN
Scale: 1/4" = 1'-0"

0 5 10 15 20 FT

WALL KEY

NEW FULL HT. STUDS WITH DRYWALL PARTITIONS
(3 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD BOTH SIDES)

NEW FULL HT. STUDS WITH DRYWALL PARTITIONS
(1 5/8" METAL STUD (22 GAUGE) W/ 5/8" GYPSUM BOARD ONE SIDE)

NEW PARTIAL HT. WALLS HIDDEN
(3 5/8" WOOD STUD W/ 5/8" GYPSUM BOARD ON INSIDE AND 1/2" PLY. ON OUTSIDE)

EXISTING WALLS

Mercury Studios, Inc.
MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE 1/4"=1'-0"

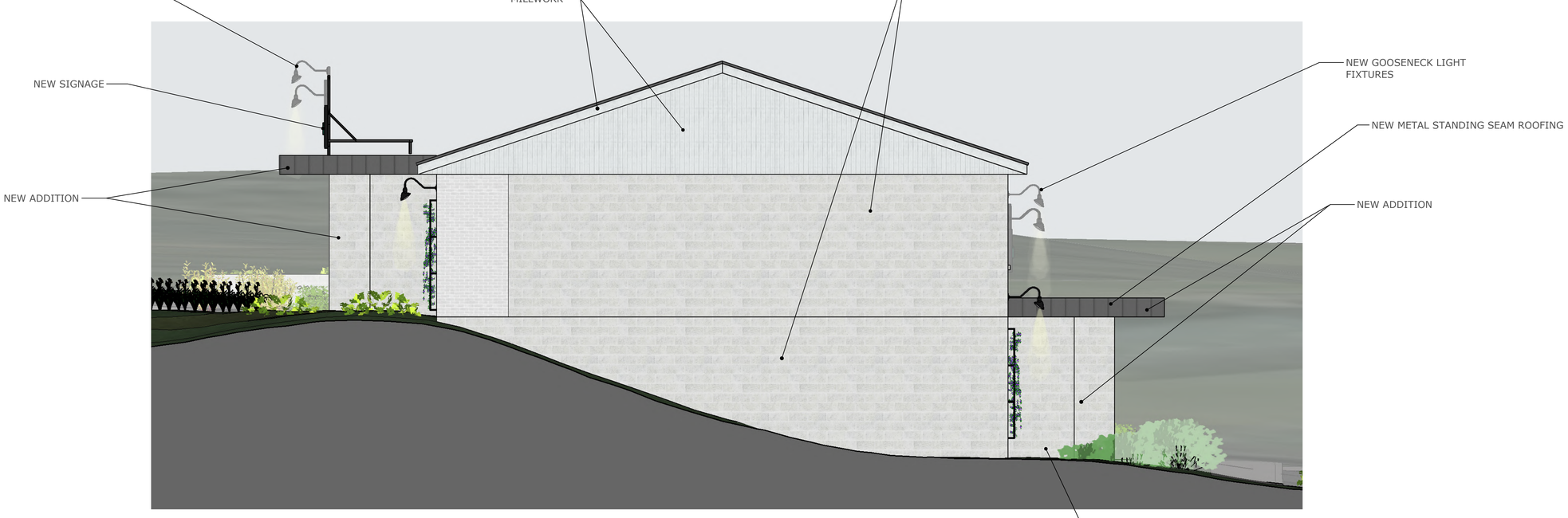
DATE 1-21 -20
5-13-20

DRAWN BY

A-2



1 / A-3 SW ELEVATION VIEW



2 / A-3 SE ELEVATION VIEW

0 5' 20'

Mercury Studios, Inc.
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merstudio@mac.com 773-395-8216

NORTHERN TRELLIS

50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE 1/4"=1'-0"

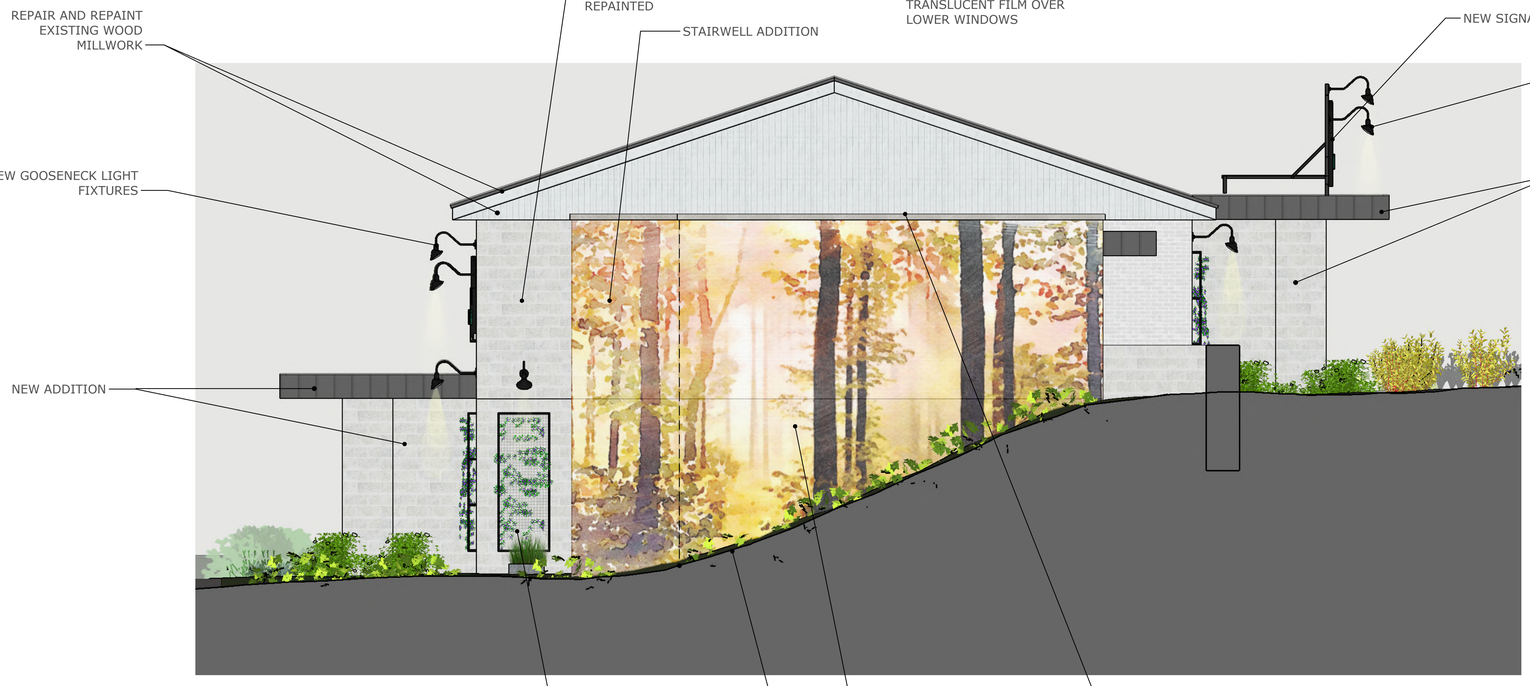
DATE 1-21 -20
5-13-20

DRAWN BY

A-3



1 / A-4 NE ELEVATION VIEW



2 / A-4 NW ELEVATION VIEW

0 5' 20'

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2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS

50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE 1/4"=1'-0"

DATE 1-21 -20
5-13-20

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A-4



1 / A-5 RENDERING 1

Mercury Studios, Inc.

MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

DRAWN BY

A-5



1 A-6 RENDERING 2

Mercury Studios, Inc.

MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

DRAWN BY

A-6



1 A-7 RENDERING 3

Mercury Studios, Inc.

MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

DRAWN BY

A-7

1 A-8 RENDERING 4

Mercury Studios, Inc.

MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE
N.T.S.

DATE
1-21 -20
5-13-20

DRAWN BY

A-8



1 / A-9 RENDERING 5

Mercury Studios, Inc.

MERCURY STUDIOS, INC.
2548 W. Cortez St. • Chicago, IL 60622
merstudio@mac.com 773-395-8216

NORTHERN TRELLIS
50 N. Territorial Rd. • Northfield Township, MI

SHEET TITLE
CONCEPT DRAWINGS

SCALE N.T.S.

DATE 1-21 -20
5-13-20

DRAWN BY

A-9

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

ZONING COMPLIANCE APPLICATION / CERTIFICATION

Zoning Compliance is required prior to new construction, alterations to an existing structure, or change of use.
This application must be accompanied by two (2) copies of scaled site plans meeting the information requirements of the Zoning administrator. Plans must be dated (mo., day, yr.), including revisions, notate scale, and include a directional 'North' arrow. Proposed and existing structures must be included in plans. For non-residential uses in any zoning district, all buildings and structures, utilities, parking area, dumpsters, landscaping, sidewalks, paved drives, fences, sign locations, etc. must be clearly visible on plans. Site plans must also list the name, address, and parcel number of the property being reviewed on the Zoning Application.
Applications for zoning compliance certificates shall be deemed abandoned (6) months after the date of filing unless diligently pursued or a building permit or certificate of occupancy is issued. Any certificate shall become invalid if the authorized work is suspended or abandoned for a period of six (6) months after commencement of work.

PROJECT NAME: RTMC Enterprises, Inc. DBA Northern Trellis

PROJECT ADDRESS: 50 E. North Territorial, Whitmore Lake, MI 48189

PARCEL ID(S): B-02-20-300-032

IS THIS PROPERTY IN A FLOOD PLAIN: ☐ Yes ☒ No

Applicant Information:	**Proprietor/Owner Information:**
Name: RTMC Enterprises, Inc.	Name: WFD, LLC
Address: 2950 Newport Rd Ann Arbor MI 48103	Address: 1861 Oakleigh Pl., Ann Arbor, MI 48103
Phone: 616-202-2809	Phone: 734-994-8800 x253
Email: trent@sproutandshine.com	Email: tyler@jpcommercialre.com

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☐ **Non-Owner Affidavit Attached:** ☒

If applicant is not the owner, describe applicants interest in the property: _____

PROPERTY DESCRIPTION

Description of Proposed Use: Marihuana Provisioning Center / Retailer

Reuse the existing building, currently used for a catering company, for a medical marijuana provisioning center.

Sanitary Facilities: ☒ Sewer; Sewer Tap Permit #: 520 ☐ Septic; WCHD Permit #: _____

Zoning Classification(s):
AR LR MR MHP SR1 SR2 LC HC (GC) LI GI RTM ES PUD PSC RC RO WLD-____ W.L./N.T. Overlay OTHER:_____

Type of Construction/Alteration: Reconfiguring parking lot and storm water retention system.

Exterior modifications/ inprovements to the facade of the building, remove replace existing HVAC, improve landscaping, interior modifications including layout and use. Please refer to provided site and floor plans.

Project Start Date: TBD based on approval **Project Completion Date:** TBD based on approval

AUTHORIZED SIGNATURE

In the case of a false statement or misrepresentation of fact in the application or on the plans on which the certificate is based, any zoning compliance certificate issued thereto shall be null and void.
I hereby acknowledge the above facts and those on the attached site sketch and prints to be true to the best of my knowledge and state that said construction and/or occupancy of the structure and/or site shall occur in accordance with this certificate. Further, I agree to give permission for officials of Northfield Township, Washtenaw County and the State of Michigan to enter the property for the purposes of inspection.

Roger N. McCune IV
Applicant(s) Signature

1/23/2020
Date

FOR OFFICE USE ONLY

Received Date:	Paid Date:	Existing Legal Non-Conformities: ☐ Yes ☐ No
RECEIVED JAN 24 2020 NORTHFIELD TOWNSHIP	PAID JAN 24 2020 NORTHFIELD TOWNSHIP TREASURER	If yes, explain below: Not Known

ZONING COMPLIANCE CERTIFICATE:

☐ Approved: Date_____

☐ Denied: Date_____

☑ Approved As Noted: Date 2-6-2020

☑ Conditional Use Required

☑ Site Plan Approval Required

COMMENTS: See attached comment sheet.

Nicholas

Zoning Administrator Signature

2-6-2020

Date

AREA OF CONCERN

Landscaping:	Complies	Does Not Comply	N/A
1 Greenbelt	☐	☐	☐
2 Parking lot islands, etc.	☐	☐	☐
3 Site Landscaping	☐	☐	☐
4 Foundation Planting	☐	☐	☐
5 Dumpster Screening	☐	☐	☐
6 Comments:			
Signs:			
7 Number of Signs	☐	☐	☐
8 Size and area	☐	☐	☐
9 Comments:			

Comments:

Engineering: _____

Utilities: _____ ☐ Connection fee's paid

Fire Chief: _____ ☐ Inspection Complete

Access: _____

Other Conditions of Approval: _____

Additional Comments: _____

50 E. North Territorial Road

Tax parcel Id#: B-02-20-300-032

Applicant: RTMC Enterprises, Inc./DBA Northern Trellis (owner: WFD LLC)

Request 1: **To operate a marijuana provisioning center**

Request 2: **To operate a marijuana retail facility**

Zoning: GC (General Commercial District)

Action: **Approved** – Requires Site Plan and Condition Land Use Approval (see comments below)

Comments:

The site is occupied by an existing 2 story commercial building which is occupied by a catering company and is zoned GC. The existing structure meets GC district setbacks and the existing parcel is compliant with minimum lot size and width requirements for the district. The applicant proposes to renovate the existing structure and improve the site with a new parking lot, dumpster, landscaping and other site improvements.

Request 1: The applicant is requesting permission to operate a marijuana provisioning center at the above address. The ordinance defines a provisioning center as follows:

Provisioning center means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan medical marihuana act is not a provisioning center for purposes of this act.

Provisioning Centers are permitted as a conditional land use in the GC District per Section 36-391(21)(a) of the Zoning Ordinance. As a conditional land use, the proposed use is required to meet the standards set forth in Section 36-761.Standards for Marihuana Establishments and Facilities, items 1 through 26. Site plan is reviewed and approved by the Planning Commission. Conditional land uses require a recommendation from the Planning Commission and final approval from the Township Board of Trustees.

Request 2: The applicant is requesting permission to operate a marijuana retail facility at the above address. The ordinance defines marihuana retailer as follows:

Marihuana retailer means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

Marihuana Retailers are permitted as a conditional land use in the GC District per Section 36-391(21)(a) of the Zoning Ordinance. As a conditional land use, the proposed use is required to meet the standards set forth in Section 36-761.Standards for Marihuana Establishments and Facilities, items 1 through 26. Site plan is reviewed and approved by the Planning Commission. Conditional land uses require a recommendation from the Planning Commission and final approval from the Township Board of Trustees.

Zoning Administrator
2-6-2020

MCKENNA

June 16, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Northern Trellis / 2950 Newport Rd.; Site Plan Review #1, Plan Dated May, 2020 and received by Northfield Township in May, 2020**

Dear Planning Commission:

We have reviewed the above referenced site plan and conditional use approval application submitted by RTMC Enterprises, Inc. to operate a proposed Adult Use Retail Center, Marihuana Provisioning Center at 2950 Newport Rd. The applicant proposes to operate the Adult Use Retail Center and Marihuana Provisioning Center within the existing 6,780 sq. ft. existing building, as well as a proposed 750 sq. ft. building addition, located in the GC (General Commercial) District. Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional Uses in the GC District. Marihuana facilities in Northfield Township are a conditional use and are addressed in a separate letter.

ZONING AND USE

As stated above, Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional uses in the GC District. The Conditional Use Review letter is included in a separate attachment.

The facility requires Planning Commission approval under the provisions of Section 36-864(c)(1).

As noted in our conditional use review letter, there are several specific standards for Marihuana uses that have not been addressed and require documentation on the site plan prior to Planning Commission Approval.

COMMENTS

We have reviewed the site plan submitted for compliance with the Township's Zoning Ordinance standards and sound planning and design principles, and we offer the following comments for your consideration (items requiring correction or additional information are underlined):

1. **Lot Dimensions.** The minimum lot width for lots served with a central sanitary sewerage system shall be 80 feet. Where a lot is not so served, the minimum lot width shall be 150 feet. No building or structure shall be established on any lot less than one acre in area, except where a lot is served with a central sanitary sewerage system, in which case there shall be provided a minimum lot area of 10,000 square feet for planned shopping centers. These requirements have been met.

2. **Setbacks.** The proposed site includes a plan details a 30-foot rear yard setback and 10-foot front yard setback. All setback standards have been met.

CATEGORY	REQUIRED	PROPOSED
Lot Coverage	25%	Not provided
Building Height	45' max.	Not provided

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Front Setback	35’	35’
Side Setback (north)	Not less than 20’	20’
Side Setback (south)	Not less than 20’	20’
Rear Setback	20’	20’

3. **Pedestrian Circulation.** The existing building is located on the west side of Main St. Main St. provides public sidewalks only on the east side of the ROW. The site does not currently have a public sidewalk. The applicant does not propose to construct a sidewalk at this time.

4. **Vehicular circulation.** Ingress and egress locations will not change on the site. There is one access drive via Main St. No circulation diagram was provided to determine if the lot configuration will provide adequate access and egress for trucks and garbage etc.

5. **Waste removal.** The site plan contains a dumpster with a screening fence and landscape screening. Details are required on the fence and concrete pad.

6. **Parking.** The Zoning Ordinance closest comparable use is retail, which requires one parking space per 200 sq. ft. of floor area. Sheet C0.0 details proposed removal of parallel parking spaces on the southeast portion of the site and replacing them with new asphalt. There will be 25 total parking spaces on the site, including two barrier free ADA compliant spaces. The applicant also proposes to implement a 10 x 55’ loading space located in the rear of the existing building.

7. **Landscaping and Natural Features.** The landscape plan details no existing vegetation to be removed, which is insufficient. The existing trees proposed to be removed must be documented on the site and tree mitigation may be required. Further, the landscape plan must include the planting details and size of plantings in addition to the species. The total amount of vegetation to be planted is not detailed within the site plan. The purpose of parking lot landscaping required by Section 36-722(m) is to promote the following:
    1) Divide and break up the expanse of pavement.
    2) Define parking areas.
    3) Designate areas for vehicular circulation.
    4) Separate parking lots from streets and off-street parking.

    The applicant has not provided adequate parking lot landscaping to divide and break up the expanse of pavement. Per Zoning Ordinance Sec. 36-722, location, height, type, and size of plantings must be listed on the site plan. Please provide these details within a revised site plan.

8. **Lighting.** The photometric plan on sheet C1.0 within the site plan states that all exterior existing lighting is to remain. Within the Zoning Ordinance, Section 36. 728 Exterior Lighting Standards (b) states the site plan must include the location, type, and height of all exterior lighting fixtures, as well as a legend detailing the type of fixtures to be implemented. Locations are included on the site plan, however type and height of lighting fixtures are not included. A photometric study and details for each fixture are required.

9. **Signage.** There is no details for the proposed signage within the site plan. Article 26 of the Zoning Ordinance includes all of the requirements for the number, height, area, and placement of signs. Signs can be approved administratively after site plan approval.

10. **Architecture.** The plan set includes exterior building elevations and watercolor renderings labelled "concept drawings." The applicant proposes to paint the building, install new windows, lighting, and roof materials in addition to the proposed exterior landscaping improvements. A floor plan has been provided that details the operational plan. We find this drawings to be in substantively consistent with the intent of the ordinance, however, a signed and dated architectural set with details is required for approval.

11. **Departments and Agency Review.** The plan lacks details required to complete an engineering review. The Engineer letter dated June 4, 2020 outlines several requirements that must be addressed on a revised plan set. The applicant shall respond to any concerns raised by the fire chief, engineer, and County, upon review of this site plan application. We defer to the Township Engineer on utility and stormwater review.

RECOMMENDATION

At this time, there are several notes and items that must be clarified on the site plan is in substantive conformance with the Zoning Ordinance. We recommend Planning Commission table a decision on the site plan with the following conditions.

1. All above underlined outstanding required items must be met and documented on the site plan prior to approval.
2. All conditional use standards must be met and documented on the site plan prior to approval.
3. Any issues identified by other reviewers are addressed and no substantial revisions to plan layout are required by engineering review.

Additionally, when these issues are addressed, we will recommend that site plan approval be contingent on the applicant receiving Board Approval of a Marihuana Facility Permit for the proposed use on the site.

We look forward to reviewing these findings with you. If you have any questions about this report or require additional information, please contact us.

Respectfully submitted,

MCKENNA



Paul Lippens, AICP
Director of Transportation and Urban Design



Natalie Bond
Assistant Planner

MCKENNA

June 16, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: Conditional Use Review #1; Northern Trellis /50 E. North Territorial.; Plan Dated May, 2020.

Dear Planning Commissioners:

We have reviewed the proposed application for conditional use approval submitted by Pure Development, LLC. for Adult Use and Marihuana Provisioning Center to be located at 50 E. North Territorial. The site is approximately 3.38 acres and zoned GC District. The existing 6,780 sq. ft. structure on the site will be repurposed and used for provisioning. The applicant also proposes a 750 sq. ft. building addition resulting in a 7,530 sq. ft. structure. Our review of the site plan is in a separate letter.

Site Photo: 50 E. North Territorial (Source: Google Maps 2018; site boundary is approximate)



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Detroit, Michigan 48226

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CONDITIONAL USE COMMENTS

Conditional use approval of a marihuana facility is subject to the general discretionary standards in Section 36-838 applicable to all conditional uses. Our comments are provided below:

A. **Section 36-838. General Conditional Use Approval Requirements.** For conditional use approval to be granted, the Planning Commission and Township Board must find that the proposed use satisfies the following general criteria:

1. ***Will be harmonious with and in accordance with the general objectives, intent and purpose of this chapter.*** The applicant's application includes a description of the use. The use does fit in with the intent of GC Zoning District. The stated purpose of the GC It is the intent of this district to be located along major transportation networks within the township. This district has been located within the township to permit the development of these business activities, to protect adjacent agricultural, residential and industrial areas against the encroachment of incompatible uses, and to lessen congestion on public streets and highways. Reuse of this site and building for an Adult-Use and Marihuana Provisioning Center is in line with this encouragement of general commercial and retail within this district to keep congestion on public streets and highways to a minimum.

2. ***Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*** The applicant has provided concept plans to reinvigorate the exterior of the existing building. The site plan provided did not include architectural details changes to the existing building. Proposed façade changes to the building must be provided and will be reviewed to be sure they are appropriate in appearance during site plan review.

3. ***Will be compatible with the natural environment and existing and future uses in the vicinity.*** The site is bordered by North Territorial Road and Whitmore Lake Road and zoned GC District. Most other sites surrounding the proposed facility are commercial, professional, and service uses. More details on stormwater, topography, and existing trees are need to determine if reuse of the existing building is compatible with the natural environment. The proposed center is compatible with the natural environment and existing and future uses in the vicinity, as it fits with the intent of the GC District, as it will provide general retail opportunity via the market/convenience store that is proposed as part of the project.

4. ***Will be compatible with the Township land use development plan.*** The Township Future Land Use plan details the site and surrounding area as Mixed Use, a district that promotes mixed uses in structures and site uses. is a mixed-use concept providing the Adult Use Marihuana Provisioning Center, as well as a market/convenience store. While retail marihuana and provisioning centers are being newly introduced within the Township, they are compatible with the Township's land use development plan, and will bring retail to the district.

5. ***Will be or can be served adequately by essential public facilities and services.*** The site has an access point on North Territorial and Whitmore Lake Road, both are paved minor arterials. Details of utility access, stormwater retention, sewer access have been requested by the Township Engineer. These details must be provided to make a positive finding on this criteria.

6. ***Will not be hazardous or disturbing to existing or future neighboring uses.*** The proposed use will must State and local regulations for odor mitigation, at this time, not details have been provided to make a positive finding in this regard. Additionally, distance requirements for adult-use facilities appear to be been met.

7. ***Will not create excessive additional requirements at public cost for public facilities and services.*** The proposed use should not create excessive additional requirements at public cost for public facilities and services; however, there are several details that need clarification in the site plan package. A revised site plan must be provided prior making a positive finding in this regard.

B. Standards for Marihuana Establishments and Facilities

1. ***Marihuana related activities shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, Marihuana facilities Licensing Act, the Marihuana Tracking Act, the Michigan Regulation and Taxation of Marihuana Act and all State of Michigan regulations for the transfer of marihuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.*** This standard appears to be met by the proposal. We recommend a note stating compliance with this standard be added to the site plan.

2. ***All marihuana establishments and facilities shall submit a Zoning Compliance Application, shall obtain structural, electrical, plumbing, and mechanical permits and inspections to meet current state construction codes, and shall obtain a Certificate of Occupancy prior to any operation or occupancy of said establishment or facility.*** We recommend a note stating compliance with this standard be added to the site plan.

3. ***Site plan approval and conditional use approval shall be required for all marihuana establishments and facilities.*** *We recommend that Board approval of the conditional use be a condition of site plan approval.*

4. ***The applicant location shall meet all applicable written and duly promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the Medical/Recreational Marihuana Licensing Board and obtain a Certificate of Occupancy.*** We recommend a note stating compliance with this standard be added to the site plan.

5. ***The establishment or facility location shall conform to all standards of the zoning district in which it is located.*** We recommend a revised site plan is submitted addressing comments from the Administration prior to making a finding on this standard.

6. ***Establishments and facilities are not permitted within a 500-foot radius of any primary, intermediate or secondary school measured by the shortest possible line from the property edges.*** This standard appears to be met by the proposal.

7. ***The minimum distance from other marihuana facilities and establishments is 1,000 feet. Colocation of use classes on one site is permitted when consistent with State standards and all uses are permitted in the zoning district.*** There are other sites proposed withing 1,000 ft. We recommend Planning Commission and the Board consider each site independently, review the materials submitted by the applicant for the Conditional Use Application, review the Township Administration MFVLDA and Supplemental Scoring Evaluation, and determine if the Norther Trellis Application should receive precedence for a Marihuana Facility permit.

8. ***In the AR district, the minimum lot size for Recreational Class B growers shall be 10 acres. In the AR district the minimum lot size for Medical Class A, and Recreational Class A growers shall be 5 acres.*** This Standard is not applicable to this site.

9. ***Hours of operation permitted for retail, provisioning centers, and microbusinesses: Monday – Saturday: 9:00 a.m. – 9:00 p.m.; Sunday: 10:00 a.m. – 6:00 p.m.*** We recommend a note stating compliance with this standard be added to the site plan.

10. ***All activity related to the marihuana establishment or facility shall be done indoors.*** We recommend a note stating compliance with this standard be added to the site plan.

11. ***All establishments and facilities must ensure that any water emanating from the establishment or facility meets or exceeds all applicable state and local environmental standards.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

12. ***No required water supply and sanitary sewerage facilities shall be erected, altered, or moved upon a lot or premises and used in whole or in part for a marihuana facility unless it shall be provided with a safe, sanitary and potable water supply and with a safe and effective means of collection, treatment, and disposal of human excreta and domestic, commercial, and industrial waste. All such installations and facilities shall conform to the minimum requirements Washtenaw County, and any applicable statutes, ordinances, or regulations.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

13. ***Security cameras shall be installed and maintained. Security Cameras, which include recordings and all recordkeeping, shall comply with all State requirements. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. A security plan shall be provided and approved by the Public Safety Director.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Director of Public Safety.

14. ***Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.*** This standard is met by the proposal.

15. ***Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to***

refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property. We recommend a note stating compliance with this standard be added to the site plan.

16. ***Marihuana establishments and facilities are not permitted to operate in a manner that results in adverse impacts on adjacent property; including excessive odor, traffic, noise, or loitering. The Township may place reasonable conditions on facilities to ensure operation consistent with community norms. Failure to comply with Township regulations or conditions of approval shall be cause to revoke a local license. Odor for growers and processors shall be regulated as follows:***

    a. ***The building shall be equipped with an activated carbon filtration system for odor control and air scrubbing to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.***

    b. ***The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.***

    c. ***The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days, or according to manufacturer recommendations, whichever is less.***

    d. ***Negative air pressure shall be maintained inside the building.***

    e. ***Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.***

    f. ***An alternative odor control system is permitted if the special use permit applicant submits and the township accepts a report by a mechanical engineer licensed by the state of Michigan demonstrating the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The Township may hire an outside expert, at the cost of the applicant, to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.***

    g. ***Secure transporters and safety compliance facilities shall also be required to submit plans for odor control for approval if in the opinion the planning commission such plans are required for the protection of the township and its residents.***

    We did not find any information on the air scrubber in the application packet. We recommend that a note stating compliance with this standard be added to the plan and information on the methodology proposed be submitted to the Township for Review.

17. ***If the marihuana establishment or facility ceases operation for a length of time of ninety days or greater, the conditional use shall expire.***

We recommend a note stating compliance with this standard be added to the site plan.

18. ***Marihuana drive-through retail establishments and provisioning centers shall be prohibited.*** This standard is met by the proposal.

19. ***All marihuana shall be contained within a structure that meets all applicable building code requirements in an enclosed, locked area. A floor plan shall be provided with the site plan application.*** This standard is met by the proposal.

20. ***Application for a local Marihuana Facilities Permit shall be made to the Township Clerk, or a designee. The application shall be made using forms provided by the Township Clerk, or a designee, for a Marihuana Facilities Permit. The application shall be signed by the applicant verifying the truth and accuracy of all information and representations. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules of the State of Michigan. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Township Board. Applications shall be filed according to licensing regulations, procedures, and fees established by the Township Board, and may be amended.*** This standard is met by the proposal.

21. ***A State license is required for all Marihuana Establishments and Facilities.*** Verification of the State License shall be required prior to business opening for operations.

22. ***Prior to issuance of a certificate of occupancy, an authorized Marihuana Establishment or Facility shall comply with the following regulations and shall only be operated as long as it remains in compliance with all such ordinances.***

    a. ***Compliance with State and Township licensing requirements and proof of issuance of a State operating license and compliance with all rules promulgated there under is filed with the Township.***

    b. ***Compliance with all Township Zoning regulations with written approval of Zoning Compliance issued by the Township Zoning Administrator.***

    c. ***Compliance with all Township construction and building ordinances and applicable police power ordinances.***

    We recommend a note stating compliance with this standard be added to the site plan.

23. ***Inspections may be made by the Township Official's designee to confirm the Marihuana Establishment or Facility is operating in accordance with applicable laws including, but not limited to, State Law and Township Ordinances.*** We recommend a note stating compliance with this standard be added to the site plan.

24. ***The premises shall be open for inspection upon request by the Zoning Administrator, Code Enforcement Officer, Building Official, Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as***

such other times as anyone is present on the premises. We recommend a note stating compliance with this standard be added to the site plan.

25. ***The penalties and fees collected by the Township for Marihuana Establishments and Facilities shall be the maximum permissible by the State of Michigan unless otherwise established by the Township Board.*** This standard is met by the proposal.

RECOMMENDATION

At this time there are several informational items that must be provided or clarified on the site plan. We recommend that Planning Commission hold a hearing and let the applicant share their business plan with the Planning Commission. We also recommend Planning Commission consider any comments from the public at the hearing. Finally, we recommend Planning Commission table making a recommendation to the Board until a time that all of the above comments have been addressed.

Respectfully submitted,

McKENNA ASSOCIATES





Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

June 4, 2020

Northfield Township
Building & Zoning Department
8350 Main Street, Suite A
Whitmore Lake, Michigan 48189

Regarding: **RTMC Enterprises, LLC – Northern Trellis**
Conditional Use and Site Plan Review #1
OHM Job Number: 0151-20-1060

We have reviewed the site plan and conditional use application material for the above-referenced project based on the Township's Engineering Standards. The site plan was prepared by HF Architecture and is dated May 13, 2020. The applicant is requesting conditional use and site plan approval for building and site improvements to an existing building on the southeast corner of Whitmore Lake Road and North Territorial Road. A general summary of the site followed by our recommendation is noted below.

General
The existing site is located on parcels #B-02-20-300-031 and 032 with address 50 North Territorial Road. The site is currently zoned as General Commercial. The applicant is proposing remodeling the existing building and substantial site improvements to accommodate the revised use.

Utilities
Water service for the existing site is supplied by a private on-site well. It is not clear from the plans if the existing building is on public sewer or a private septic system. The property is within the public sewer district. The existing well location and sanitary sewer connection to the building shall be clearly shown on the plan. It does not appear the applicant is proposing any additions or changes to the existing site utilities.

Paving/Access/Grading
Current access to the site is provided from Whitmore Lake Road by way of two existing asphalt drives, and from North Territorial Road with one asphalt drive. The proposed site plan revises the drive geometry and provides one drive on each road. We note that connection to Whitmore Lake Road crosses a privately owned parcel. No access easement is identified on the submittal. The site does not have internal pedestrian or vehicle connection between the two access drives or parking lots. All work within the right-of-way is subject to review and approval by the Washtenaw County Road Commission.

Vehicle circulation and maneuverability will be evaluated by the Northfield Township Fire Department.

Drainage
The plans do not provide any information related to existing or proposed drainage. The proposed site work is significant and requires compliance with the Township and County storm water management standards.

OHM Advisors
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OHM-Advisors.com

Permits and Other Agency Approvals

Copies of all permits and/or letters of waiver, obtained to date, shall be forwarded to this office. The current status of all necessary permits should be included on the cover sheet. We note that this project will require the following permits:

- Northfield Township Fire Department approval for emergency vehicle access and maneuverability.
- Washtenaw County Road Commission
- Washtenaw County Soil Erosion and Sedimentation Control
- Northfield Township Building Department.

Conclusion and Recommendations

We have no comments on the conditional use application from an engineering standpoint.

We offer the following comments on the site plan submittal. Please note that additional comments may be generated on future reviews based upon revised material being presented. These comments need to be addressed to bring the submittal in compliance the Northfield Township requirements. We recommend that these comments be addressed, and the plans be revised and resubmitted prior to action by the Planning Commission.

1. The site plan submittal shall include an existing conditions sheet that includes topographic information, a removal plan, a construction plan, a stormwater management plan, a landscape plan, and associated details sheet.
2. An access easement from the property to the west will be required to accommodate the access drive from Whitmore Lake Road.
3. The plan shall include storm water management improvements that meet the requirements of Northfield Township and Washtenaw County.
4. The internal site circulation should provide for vehicular and pedestrian connectivity between lots/access points.
5. The existing water supply and sanitary (on-site septic or public sewer connection) shall be shown on the plans.
6. Approval from Washtenaw County will be required for all work within the right-of-way. Most notably, the driveway locations, geometry, and pavement cross sections will be required to meet County requirements.
7. Sidewalk adjacent to parking shall be a minimum of seven feet wide.
8. Cross sections for proposed paving shall be provided (drives, parking lot, sidewalk, dumpster pad, etc).

If you have any questions regarding any of the comments presented, feel free to contact me at (734) 368.5746 or marcus.mcnamara@ohm-advisors.com.

Sincerely,
OHM ADVISORS

Marcus J McNamara

cc: File

Application # _____

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW APPLICATION

PROJECT NAME: Nature's Cure

PROJECT ADDRESS: 52 Barker Road, Whitmore Lake, Michigan 48189

Applicant Information:	Owner Information:
Name: Michigan Pure Green, LLC	Name: Whitmore Properties, LLC
Address: 31455 Northwestern Hwy., Ste B, FH, MI 48334	Address: 52 Barker Rd., Whitmore Lk., MI 48189
Phone: (248) 672-3444	Phone: (248) 767-8949
Email: rpiziali@gmail.com	Email: soamerjamil@yahoo.com

If the applicant is not the property owner, then a statement from the owner **MUST** be attached authorizing the application.

Proof of ownership **OR** Statement if applicant is not owner is attached. ☒

If applicant is not the owner, describe applicant's interest in the property: Tenant

PROPERTY DESCRIPTION

Legal Description: ☐ Attached ☒ On Site Plan

Parcel ID(s): B-02-05-253-007

Description of Proposed Use: Marihuana Provisioning Center as Promulgated under the Northfield Township Ordinance No. 19-66, 67 and 72

Total Acreage of Site: 0.25

Total Floor Area:
Existing: 2116 sq. ft.
Proposed:

Height of Structure(s) (in stories & feet): 1 Story, 16 ft.

Sanitary Facilities: ☒ Sewer ☐ Septic

Water: ☒ Municipal ☐ Private Well

Zoning Classification(s):

☐ RC ☐ AR ☐ LR ☐SR1 ☐SR2 ☐MR ☐VC ☐LC ☐GC ☐ES ☐HC ☐GI ☐LI ☐Other WLD-DD

SITE PLAN REVIEW OPTIONS

Administrative Site Plan Review:

☐ Expansion or reduction of an existing, conforming structure less than 2,000 sq. ft. / 5% of floor area

☐ Additional parking, loading / unloading spaces and landscape improvements

Site Plan Review:

☐ New Construction

☐ Building Addition

Development Plan Review:

☐ Planned Unit Development

☐ Planned Residential Development

☐ Site Condominium Plan

Amendment to Approved Site Plan or Development Plan:

☐ Site Plan

☐ Development Plan

Site or Development Plan Review in conjunction with: ☐ Rezoning Request ☒ Special Land Use Request

Application # _____

AUTHORIZED SIGNATURE	
I hereby state that all of the above statements and all of the accompanying information are true and correct.	
Applicant's Signature: Robert J. Piziali Date: June 2, 2020	
FOR OFFICE USE ONLY	
Application Received Date:	Planning Commission Received Date:
Planning Commission Action: ☐ Approved Date: _____ ☐ Denied Date: _____	
Expiration Date: _____	
Fee Received: ☐ Cash ☐ Check #_____	

NORTHFIELD TOWNSHIP
MICHIGAN

8350 Main Street • Whitmore Lake, Michigan 48189-0576
Telephone: (734) 449-2880 • Building Dept. (734) 449-5000 • Fax: (734) 449-0123 • Web Site: www.twp-northfield.org

CONDITIONAL USE APPLICATION FORM

PROJECT NAME: Nature's Cure

PROJECT ADDRESS: 52 Barker Road, Whitmore Lake, Michigan 48189

PARCEL ID(S): B-02-05-253-007 | **DEVELOPMENT NAME:**

Applicant Information:	**Owner Information:**
Name: Michigan Pure Green, LLC	Name: Whitmore Properties, LLC
Address: 31455 Northwestern Hwy., Ste B, FH, MI 48334	Address: 52 Barker Road
Phone: (248) 672-3444	Phone: (248) 767-8949
Email: rpiziali@gmail.com	Email: soamerjamil@yahoo.com

If application is made by anyone other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner in fee. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall also be provided.

Proof of Ownership Attached: ☐ | **Non-Owner Affidavit Attached:** ☒

If applicant is not the owner, describe applicants interest in the property: Tenant

PROPERTY DESCRIPTION

Description of Proposed Use: Marihuana Provisioning Center as promulgated under the Northfield Township Ordinance No. 19-66, 67 and 72

Conditional Use is Sought Under what section of the Northfield Township Zoning Ordinance: Ordinance No. 19-66

Zoning Classification(s):

AR LR MR MHP SR1 SR2 LC HC GC LI GI RTM ES PUD PSC RC RO WLD- DD **W.L./N.T. Overlay OTHER:** _____

AN APPLICATION FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

- ☐ Proof of Ownership
- ☐ Legal Description
- ☐ Scaled and accurate survey drawings, with existing buildings, drives, and improvements.
- ☐ A site plan, meeting the requirements of a preliminary site plan, as set forth in Section 64.03, herein.

AUTHORIZED SIGNATURE

I have read the attached provisions of the Northfield Zoning Ordinance in regards to Article 63.0, Conditional Use and understand a public hearing will be established within sixty-five (65) days of the filing date.

Robert J. Piziali
Applicant(s) Signature

June 2, 2020
Date

Comments: _____

DETERMINATION

The Northfield Township Planning Commission has reviewed the particular circumstances of the above proposed use relative to Section 63.0 Conditional Uses; and Approved / Disapproved same on _____, 20 _____.

Conditions imposed on the conditional use of the above described property are as follows: _____

BREACH OF SUCH CONDITIONS SHALL AUTOMATICALLY INVALIDATE THIS PERMIT.

_____ _____
Chair, Planning Commission **Date**

_____ _____
Secretary, Planning Commission **Date**

APPLICANT DETERMINATION AGREEMENT

I/We _____ applicant(s) for this Conditional Use permit hereby agree to comply with the above imposed conditions as specified by the Northfield Township Ordinance and the Planning Commission of Northfield Township.

_____ _____
Applicant Date

_____ _____
Applicant Date

NORTHFIELD TOWNSHIP

SITE PLAN REVIEW/CONDITIONAL USE APPLICATIONS

PROJECT SUMMARY: 52 BARKER ROAD

Project Summary: Michigan Pure Green, LLC is pursuing a State and municipal operating license to operate a provisioning center at 52 Barker Road, Whitmore Lake, State of Michigan. The proposed facility is approximately 2,116 square feet. The facility will be a single story building and receive extensive renovation to the interior and exterior. The building will be designed to meet or exceed all State energy code requirement, and to provide significantly reduced energy requirements independent to the equipment used to heat and cool the building. The building roof will be raised and the exterior façade will be renovated with materials demonstrating current trends in design, styling, and construction. The facility will be landscaped and will be attractive and inviting from the road. The parking lot will be resurfaced and provide approximately twenty (20) spaces (including a sufficient number of handicapped parking spaces to comply with applicable law) and, if needed, additional parking is available approximately 100 feet from the premises. The interior renovation will continue the current trends in design, styling and materials while maintaining design and security features required by the State.

Project Ownership: Soamer Jamil the current owner of the real property and the liquor and convenience store at 52 Barker Road will retain an ownership interest in the real property. While numerous members of the Michigan Pure Green, LLC team will engage with the community, Soamer Jamil will hold a significant position with Michigan Pure Green, LLC. He has been designated as our official liaison with the Township of Northfield, as he possesses a wealth of knowledge on local matters and is deeply engrained within the Northfield Township and Whitmore Lake communities. Soamer Jamil is well qualified for this role. He received his bachelor degree from the University of Michigan and earned his masters of science in finance from Walsh College. He has a demonstrated history of working in the retail and banking industry. Skilled in Customer Service, Retail, Strategic Planning, Entrepreneurship, and Marketing. He is entrepreneurial, in having owned several retail businesses and developing numerous professional and client relationships in the banking industry.

We will continue to work with local leaders to ensure our facility fits seamlessly into the neighborhood and will maintain open lines of communication to ensure the community is being heard.

Michigan Pure Green, LLC will provide Northfield Township and the Whitmore Lake community with a professional, safe and compliant recreational cannabis facility that is locally based and locally owned. Michigan Pure Green, LLC is committed to building a team of professionals from within Northfield Township to provide Customers with the education and access they need. Michigan Pure Green, LLC will use its best efforts to drive revenues for the community to supplement the local economy while being dedicated to improving the quality of life for employees

and Northfield Township and Washtenaw County area. The training and education provided to employees will further bolster individual and collective success in this burgeoning industry.

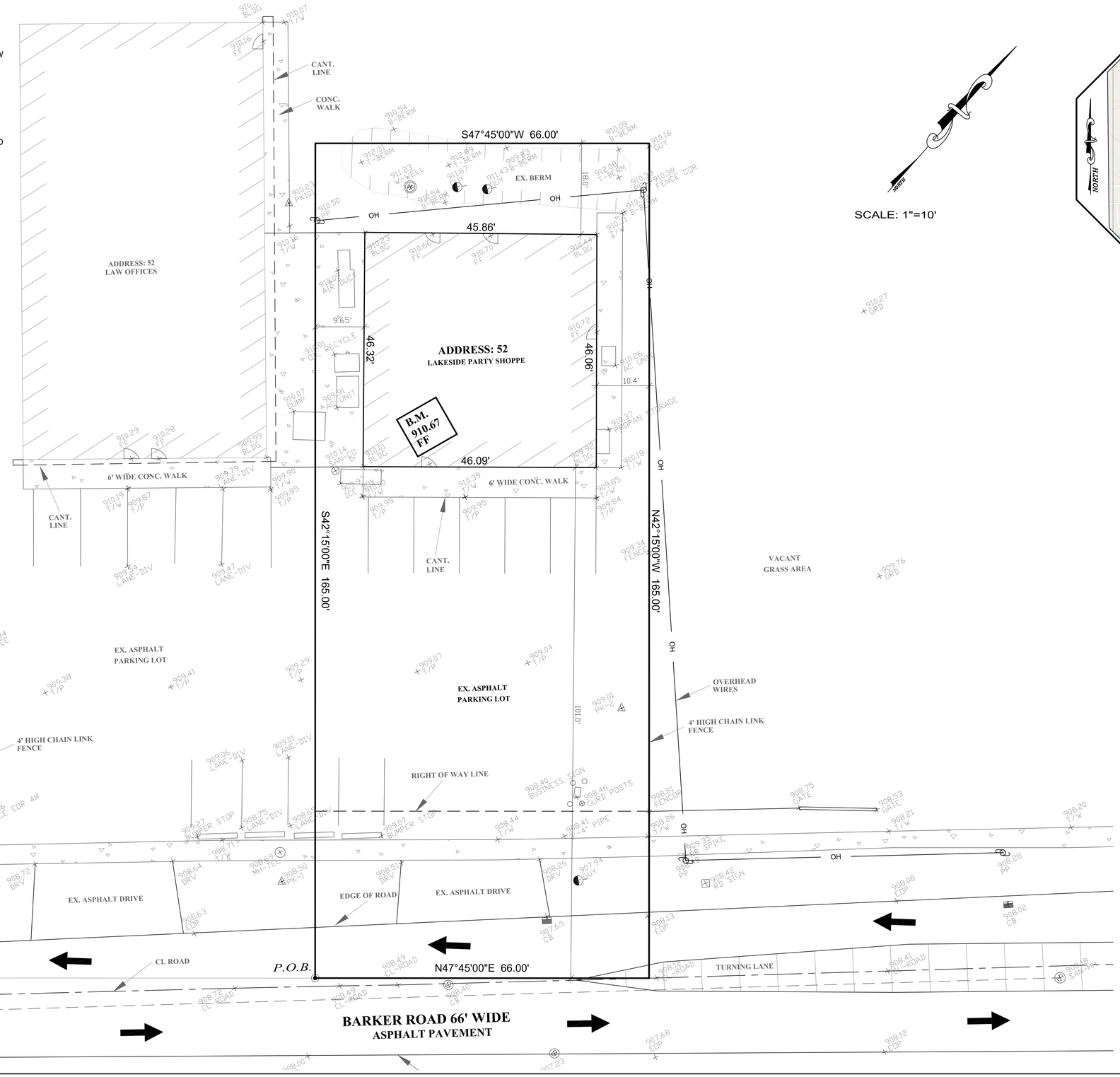
PROPERTY DESCRIPTION (PARCEL ID #: B-02-05-253-007)

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 SOUTH, RANGE 6 EAST, WHITMORE LAKE (NORTHFIELD) TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE W ¼ POST OF SAID SECTION 5 THENCE N02°30'00"W 107.58 FEET ALONG THE WEST LINE OF SAID SECTION 5 THENCE N47°45'00"E 219.78 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING N47°45'00"E 66.00 FEET; THENCE N42°15'00"W 165.00 FEET; THENCE S47°45'00"W 66.00 FEET; THENCE S42°15'00"E 165.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.25 ACRES OF LAND.
SUBJECT TO THE ROAD RIGHTS OF WAY AND TO ANY EASEMENTS OF RECORDED IF ANY.

SITE BENCHMARK
EXISTING BUILDING FINISH FLOOR AT ADDRESS 52,
ELEV. 910.67

LEGEND

□	STORM CATCH BASIN
ⓜ	STORM SEWER MANHOLE
Ⓢ	SANITARY SEWER M.H.
	FIRE HYDRANT
	UTILITY POLE
OH	OVERHEAD WIRES
	EXISTING GRADE
T/P	TOP OF PAVEMENT
T/C	TOP OF CURB
G	GUTTER
EOP	EDGE OF PAVEMENT
	TREE LINE
FI	FOUND IRON
SI	SET IRON
FCI	FOUND CAPPED IRON
XXX.XX	PROPOSED GRADE



SCALE: 1"=10'



LOCATION MAP
NO SCALE

REVISIONS	DATE	REMARKS	DATE	REMARKS

811 Know what's below. Call before you dig.

TOPOGRAPHIC SURVEY

J&A CIVIL ENGINEERING, INC.
18832 ROSEWOOD DRIVE
MACOMB TOWNSHIP, MI 48042
PHONE (586) 764-2414

LAKESIDE PARTY SHOPE
52 BARKER ROAD,
WHITMORE LAKE, MI 48189

■ PRELIMINARY	CLIENT: STONE WAREHOUSE	PROJECT NO.	
□ CONSTRUCTION	SCALE: 1"=10'	DATE: 1/22/2020	
□ AS-BUILT	FILE: 20-103	DRAWN BY: FH	CHECKED BY: CD

SHEET NO. 1

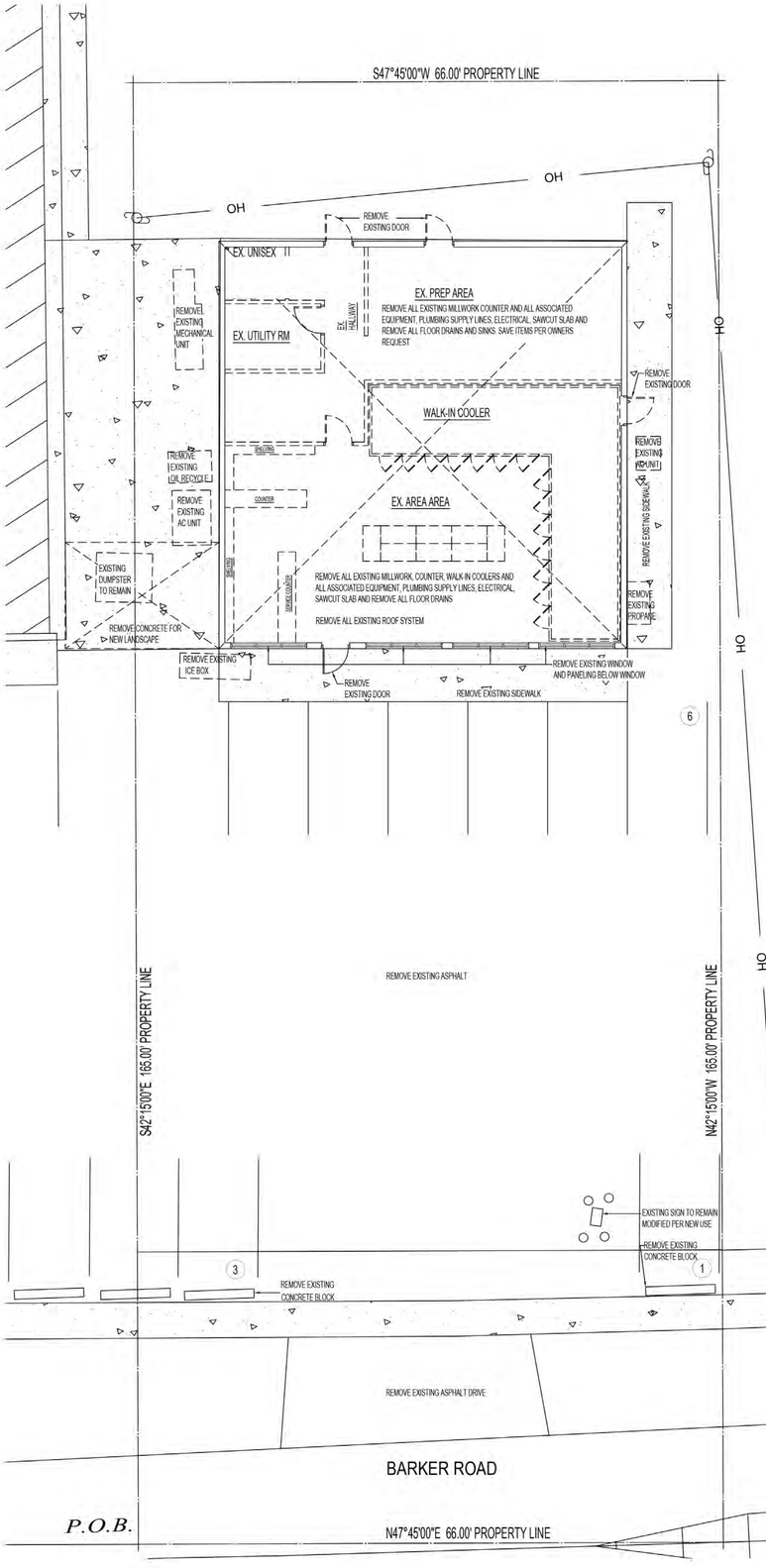
ZONING DATA:

ZONING: WLD-DD (WHITMORE LAKE DOWNTOWN)

PARKING:

TOTAL EXISTING: 10 PARKING SPACES, NO CHANGE

USED GROUP: M (MERCANTILE), NO CHANGE



2 A050 EXISTING SITE PLAN/ EXISTING FLOOR DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

NORTH



1 A050 PROPOSED SITE PLAN

SCALE: 1/8" = 1'-0"

NORTH

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
EXISTING SITE PLAN/
EXISTING FLOOR PLAN/
DEMOLITION PLAN
AND
PROPOSED SITE PLAN

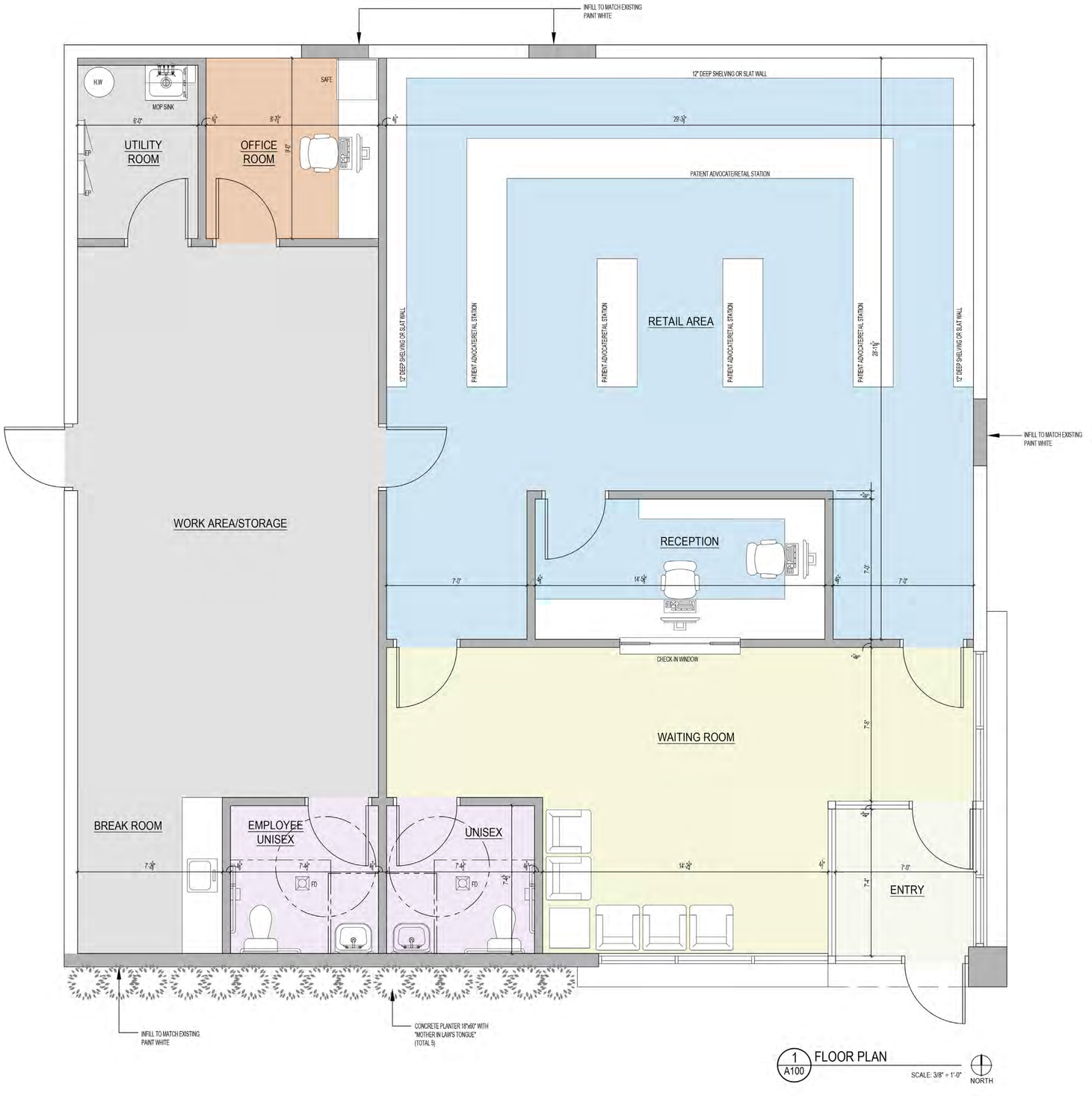
(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

SHEET NUMBER:

A050



1 A100 FLOOR PLAN

SCALE: 3/8" = 1'-0"

NORTH

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
FLOOR PLAN

(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

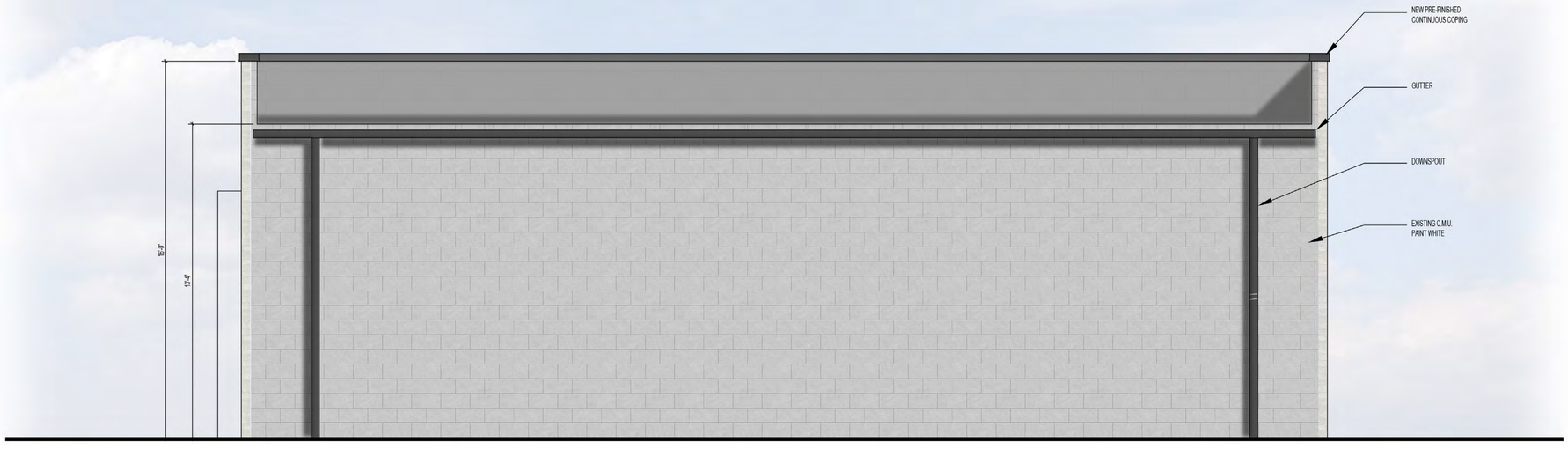
SHEET NUMBER:

A100



1 A200 SOUTH ELEVATION

SCALE: 3/8" = 1'-0"



2 A200 NORTH ELEVATION

SCALE: 3/8" = 1'-0"

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
ELEVATIONS

(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

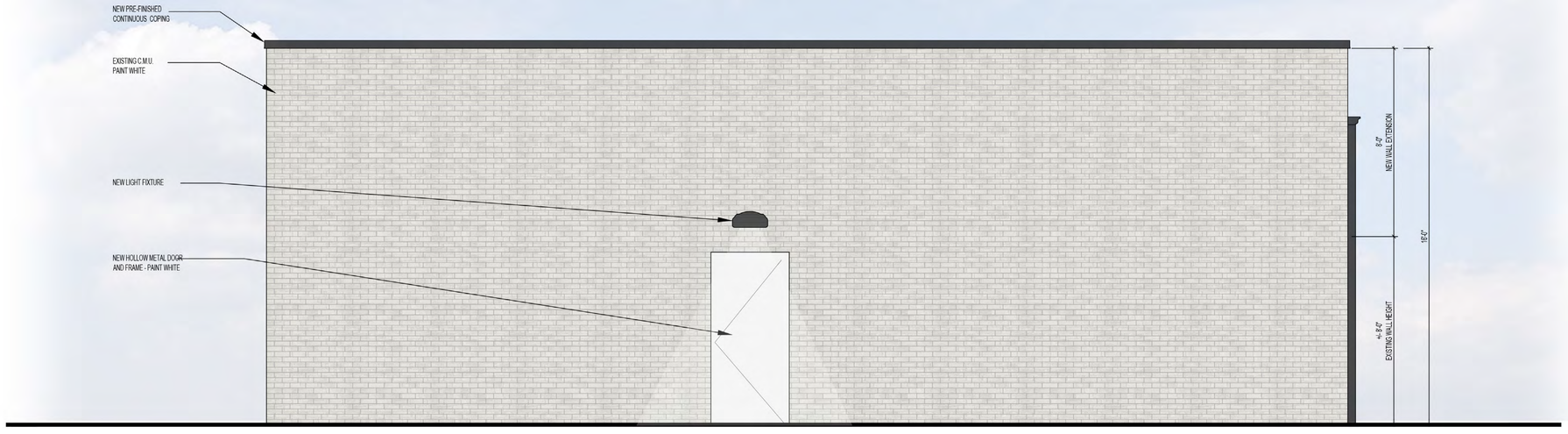
SHEET NUMBER:

A200



1 A201 EAST ELEVATION

SCALE: 3/8" = 1'-0"



2 A201 WEST ELEVATION

SCALE: 3/8" = 1'-0"

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
ELEVATIONS

(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

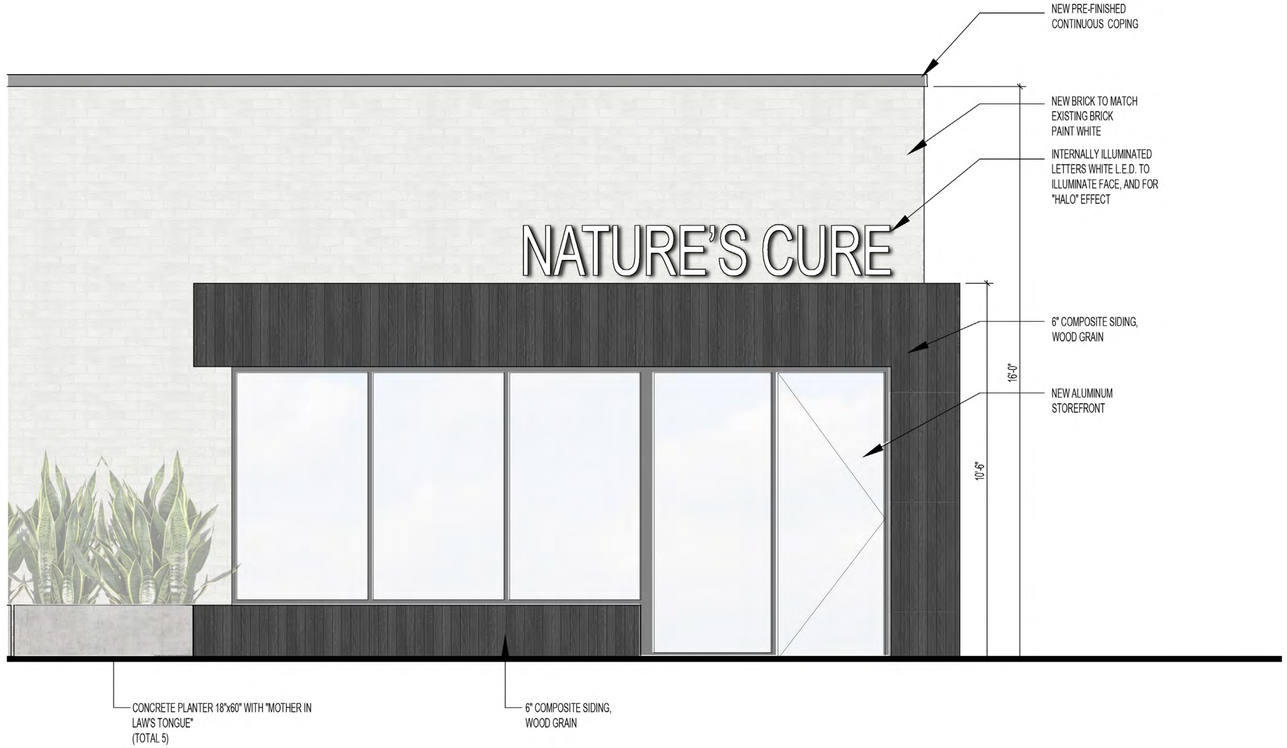
SHEET NUMBER:

A201

SIGN CALCULATION (ETON STREET FACADE/WEST ELEVATION):

MAXIMUM ALLOWABLE AREA :
(2.0) x LINEAR FEET OF FRONTAGE = 64'-0" = 128 SF

PROPOSED:
1'-6" x 13'-9" CHANNEL LETTERS READING "NATURE'S CURE" = 21 SF



1 A202 ENLARGED SOUTH ELEVATION
SCALE: 1/2" = 1'-0"



18"x60" CONCRETE PLANTERS



BENJAMIN MOORE PAINT:
PURE WHITE OC-64



6" COMPOSITE SIDING
WOOD GRAIN
BLACK

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:

SIGNAGE
ENLARGED ELEVATION
EXTERIOR MATERIALS

(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

SHEET NUMBER:

A202





JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
3D

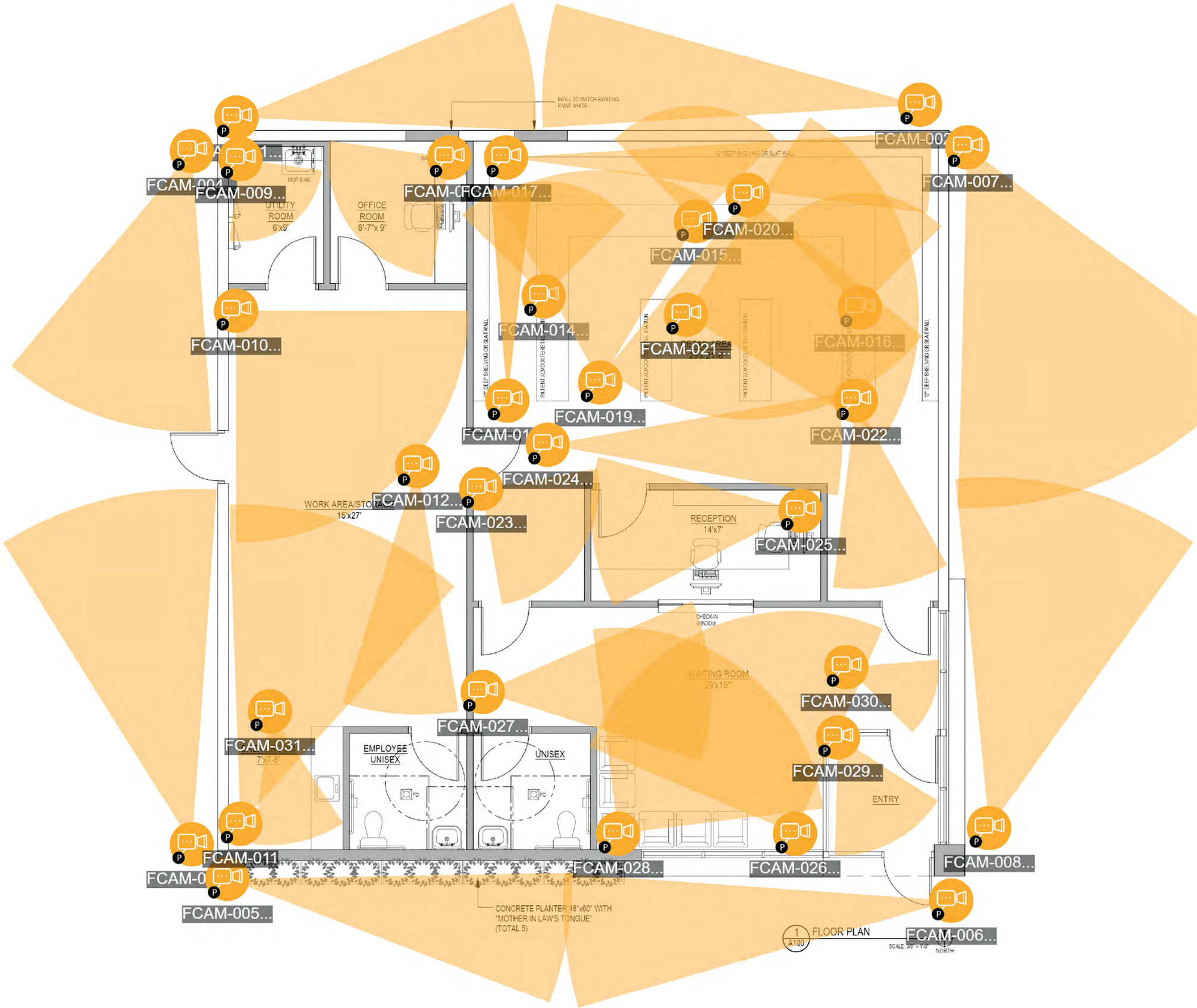
(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

SHEET NUMBER:

A203



JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
FLOOR PLAN
SURVEILLANCE SURVEY

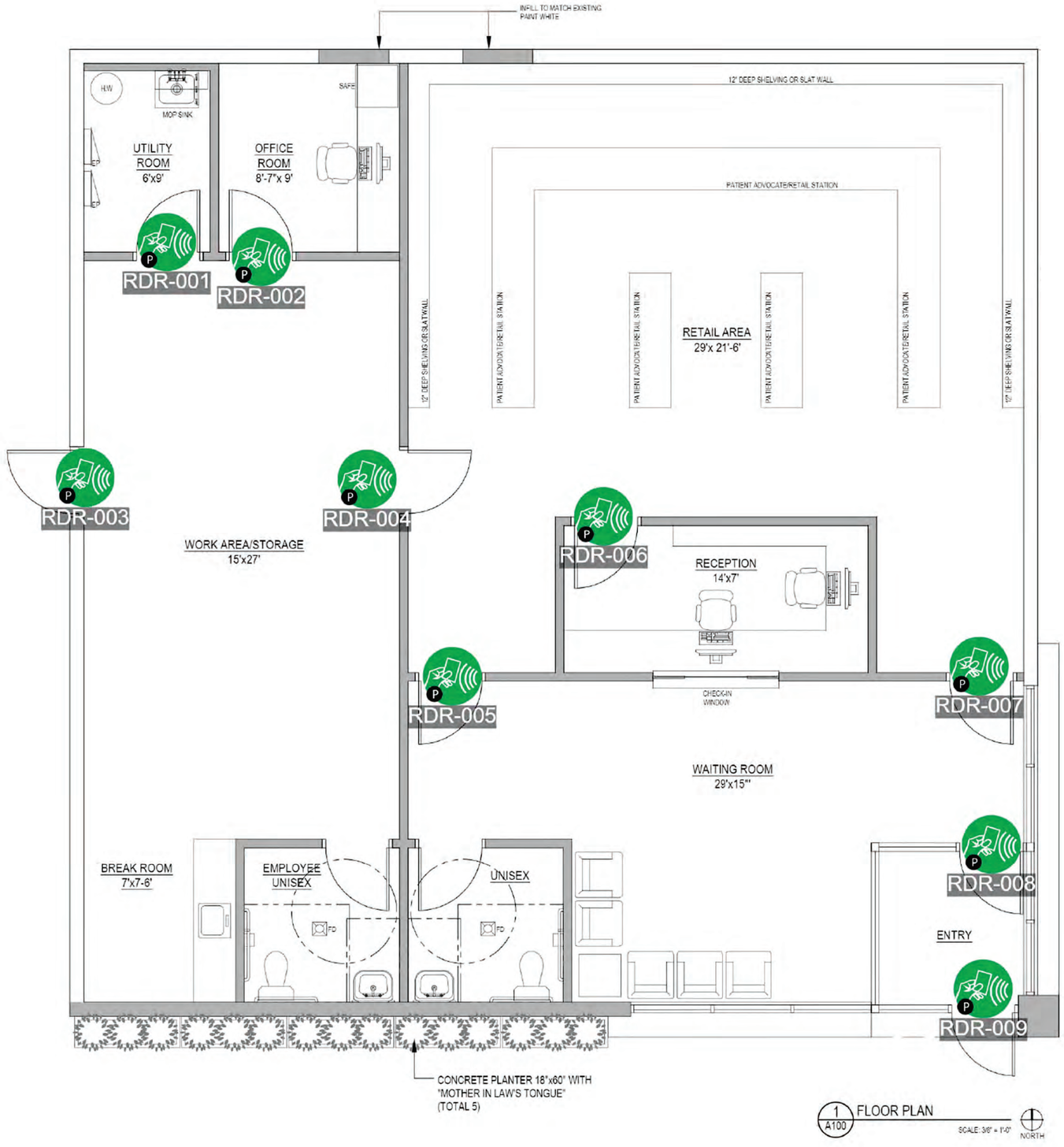
(DO NOT SCALE DRAWING)

DATE	ISSUED FOR
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

SHEET NUMBER:

1



1 A100 FLOOR PLAN

SCALE: 3/8" = 1'-0" NORTH

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
FLOOR PLAN
ACCESS CONTROLLER

(DO NOT SCALE DRAWING)

DATE	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

SHEET NUMBER:

2



1 A100 FLOOR PLAN

SCALE: 3/8" = 1'-0"

NORTH

JAWAN MATTI
586-321-7727
jawanmatti@gmail.com

PROJECT:

NATURE'S CURE
52 Barker Road
WHITMORE LAKE, MICHIGAN

SHEET TITLE:
FLOOR PLAN
ALARM SURVEY

(DO NOT SCALE DRAWING)

DATE:	ISSUED FOR:
SITE PLAN REVIEW	05/10/2020

PROJECT NO: 20060

SHEET NUMBER:

3

LANDOWNER CONSENT AND AUTHORIZATION FOR USE AS A MEDICAL MARIHUANA FACILITY

1. I, Soamer Jamil, am the Managing Member of Whitmore Properties, LLC the current owner of the property located at 52 Barker Road, Whitmore Lake, Michigan 48189 (the "Property")

2. I, as Managing Member of Whitmore Properties, LLC have entered into a Lease Agreement with Option to Purchase the Property to the Applicant for use as a marihuana facilities provisioning center, conditioned upon the approval and issuance of the Northfield Township Marihuana Establishments and Facilities License to the Applicant.

3. In the event Northfield Township approves Michigan Pure Green, LLC's application to operate a marihuana facilities provisioning center at said address, I, Soamer Jamil, acknowledge, authorize and consent to Applicant's use of the Property for a marijuana facilities provisioning center under the Michigan Medical Marihuana Facilities Licensing Act, the Michigan Regulation and Taxation of Marihuana Act and the Northfield Township Marihuana Establishments and Facilities Ordinance. I have agreed to lease said premises to Geoduck for that purpose. I have attached a copy of the Lease hereto as Exhibit A.

OWNER:

Whitmore Properties, LLC

Soamer Jamil

By: Soamer Jamil
It's Managing Member

STATE OF MICHIGAN)
)ss.
COUNTY OF Livingston)

Subscribed and sworn to before me this 24 day of January, 2020.

Angela M. McFarland

Angela M. McFarland, Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My commission expires: 9-4-2020

ANGELA M. McFARLAND
Notary Public - State of Michigan
County of Livingston
My Commission Expires Sept. 04, 2020
Acting in the County of Livingston

KREIS ENDERLE
KREIS, ENDERLE, HUDGINS & BORSOS, P.C.

Joslin E. Monahan

(616) 258-7000
jmonahan@KreisEnderle.com

40 Pearl St., N.W., 5th Floor
Grand Rapids, MI 49503-2612
616-254-8400
Fax 616-254-8410

www.KreisEnderle.com

April 23, 2020

Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

Sent Via Email To:
Paul Lippens - PLippens@mcka.com; Steven Aynes - ayness@northfieldmi.gov; James Fink - james.fink@finkandfink.com; Mariah E. Fink - mariah@keuschlaw.com; Mary Bird - birdm@northfieldmi.gov

Dear Northfield Township agents and representatives:

As you know, our offices represent Michigan Pure Green LLC (MPG) in connection with its retail cannabis applications within Northfield Township. Thank you for facilitating the conference call of Friday April 17, 2020. During that call, we discussed my client's application score. Specifically we discussed that MPG lost a point for an alleged code violation at 52 Barker, the proposed location for MPG's retail cannabis store. I explained that MPG does not presently control or operate the business or facility at 52 Barker, nor has MPG done so in the past. In other words, any alleged code violation was not caused by MPG or its acts or omissions. That said, and also as we discussed on April 17, MPG is investigating the existence of any code violations at 52 Barker, and MPG will coordinate with the current owner (Owner) to resolve the same.

In light of the foregoing, please consider this letter as MPG's formal request for rescoring to reflect the fact MPG is not in violation of any local ordinances and that MPG is working with the Owner any existing deficiencies at 52 Barker. I will continue to update you on my client's progress and may reach out to obtain information needed to accomplish these ends. Thank you.

Sincerely,

KREIS, ENDERLE,
HUDGINS & BORSOS, P.C.



Joslin E. Monahan
Attorney at Law

JEM/mb

MCKENNA

June 26, 2020

Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Nature's Cure/52 Barker Rd. Whitmore Lake, MI; Site Plan Review #1, Plan Dated January 22, 2020 and received by Northfield Township June, 2020**

Dear Planning Commission:

We have reviewed the above referenced site plan and conditional use approval application submitted by Michigan Pure Green, LLC to operate a proposed Adult Use Retail Center and Marihuana Provisioning Center at 52 Barker Rd. on the .25 acre site. The applicant proposes to operate the Adult Use Retail Center and Marihuana Provisioning Center within the existing 2,116 sq. ft. structure, located in the WLD-D (Whitmore Lake Downtown) District. The applicant will be renovating the interior and exterior of the existing building and will not be adding any additions. Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional Uses in the WLD-D. Marihuana facilities in Northfield Township are a conditional use and are addressed in a separate letter.

ZONING AND USE

As stated above, Adult Use Retail Centers and Marihuana Provisioning Centers are Conditional uses in the WLD-D District.
The facility requires Planning Commission approval under the provisions of Section 36-864(c)(1).

COMMENTS

We have reviewed the site plan submitted for compliance with the Township's Zoning Ordinance standards and sound planning and design principles, and we offer the following comments for your consideration (items requiring correction or additional information are underlined):

1. **Lot Dimensions.** There is no minimum lot size requirement in the WLD-D district.

2. **Setbacks.** The proposed site includes a plan details side setbacks, but does not include front or rear yard setbacks. Please provide front and side yard setbacks on a revised site plan.

CATEGORY	REQUIRED	PROPOSED
Lot Coverage	N/A	Unknown
Building Height	45' max.	16'
Front Setback	10'	*required*
Side Setback (east)	N/A	9.65'
Side Setback (west)	N/A	10.4'
Rear Setback	30'	*required*

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

3. **Pedestrian Circulation.** The site has a public sidewalk along Barker Rd., providing adequate pedestrian circulation. The applicant proposes to construct new concrete sidewalks on the interior of the property, located along the front and west side of the building.

4. **Vehicular circulation.** Sheet A050 details new asphalt and re-striping of existing parking spaces in front of the facility on the south elevation.

   Ingress and egress locations will not change on the site. There is one existing access drive via Barker Rd. on the side of the building, that flows to parking in front of the structure.

5. **Parking.** The Zoning Ordinance does not require parking for sites in the WLD-D district. The existing parking lot does not appear to be striped and has approximately five (5) parking spaces in front of the building. There also appears to be truck storage behind the existing building. This storage is not intended or proposed to be used in this site plan application.
   There are 9 proposed parking spaces located within the existing parking area of the building. No parking space or drive aisle dimensions are included within the site plan. Please include parking space and maneuvering aisle dimensions on a revised site plan. Additionally, please include and label one (1) ADA compliant spaces within the revised site plan.

   b. Landscaping. No existing vegetation is proposed to be removed. A total of six (6) 10' tall arborvitae are proposed to be planted on the site, located in the east side of the structure. An 18" x 80" planter box is also proposed to be installed on the front side or south elevation of the building. The purpose of parking lot landscaping required by Section 36-722(m) is to promote the following:
   1) Divide and break up the expanse of pavement.
   2) Define parking areas.
   3) Designate areas for vehicular circulation.
   4) Separate parking lots from streets and off-street parking.

   The existing parking lot in the front of the building is shown as remaining to be used for the proposed business. The parking lot for the structure is located across from other commercial businesses along Barker Rd., with expansive pavement and little screening provided. Per Section 36-722 (a) landscaping must be provided to buffer incompatible land uses. Landscaping may include plant materials such as trees, shrubs, ground covers, perennial and annual plants, landscape elements, such as rocks, water features, fences, walls, decorative landscape paving materials, and site lighting; and site furnishings such as benches, drinking fountains, trash receptacles, and planters. The site plan has not provided sufficient variety of vegetation to meet these goals. Please include additional landscaping per Section 36.722 on a revised site plan.

6. **Lighting.** Within the Zoning Ordinance, Section 36. 728 Exterior Lighting Standards (b) states the site plan must include the location, type, and height of all exterior lighting fixtures, as well as a legend detailing the type of fixtures to be implemented.

   A photometric plan is not included within the site plan. Please include the location, type, and height of all existing and proposed exterior lighting fixtures.

7. **Signage.** Sheet A200 shows a white LED illuminated wall sign that reads "Nature's Cure" on the south elevation of the building. However, no signage calculations are included within the site plan. number 9545.

Article 26 of the Zoning Ordinance includes all of the requirements for the number, height, area, and placement of signs. Please provide size and design of proposed signs. Signs can be approved administratively after site plan approval.

8. **Architecture.** Color render of the proposed repurposing of the exterior of the building are included on sheets A200-A203 within the site plan. The one-story, existing brick building is shown as being repurposed with off-white brick veneer, dark grey wood grain accents, and large storefront windows on the south and east exterior elevation. The west exterior elevation shows one (1) white painted metal door.

9. **Departments and Agency Review.** The applicant shall respond to any concerns raised by the fire chief, engineer, and County, upon review of this site plan application. We defer to the Township Engineer on utility and stormwater review.

RECOMMENDATION

At this time, the site plan is not in substantive conformance with the Zoning Ordinance. We recommend that the applicant provide a revised site plan with the following conditions addressed prior to approval:

1. Any issues identified by other reviewers are addressed and no substantial revisions to plan layout are required by engineering review.
2. The applicant provide front and rear yard setbacks on a revised site plan.
3. Please include parking space and maneuvering aisle dimensions on a revised site plan.
4. The site plan has not provided sufficient variety of vegetation to meet these goals. Please include additional landscaping per Section 36.722 on a revised site plan.
5. A photometric plan is not included within the site plan. Please include the location, type, and height of all existing and proposed exterior lighting fixtures
6. Please provide size and design of proposed signs. Signs can be approved administratively after site plan approval.

We look forward to reviewing these findings with you. If you have any questions about this report or require additional information, please contact us.

Respectfully submitted,

MCKENNA

Paul Lippens, AICP
Director of Transportation and Urban Design

Natalie Bond
Assistant Planner

MCKENNA

June 26, 2020

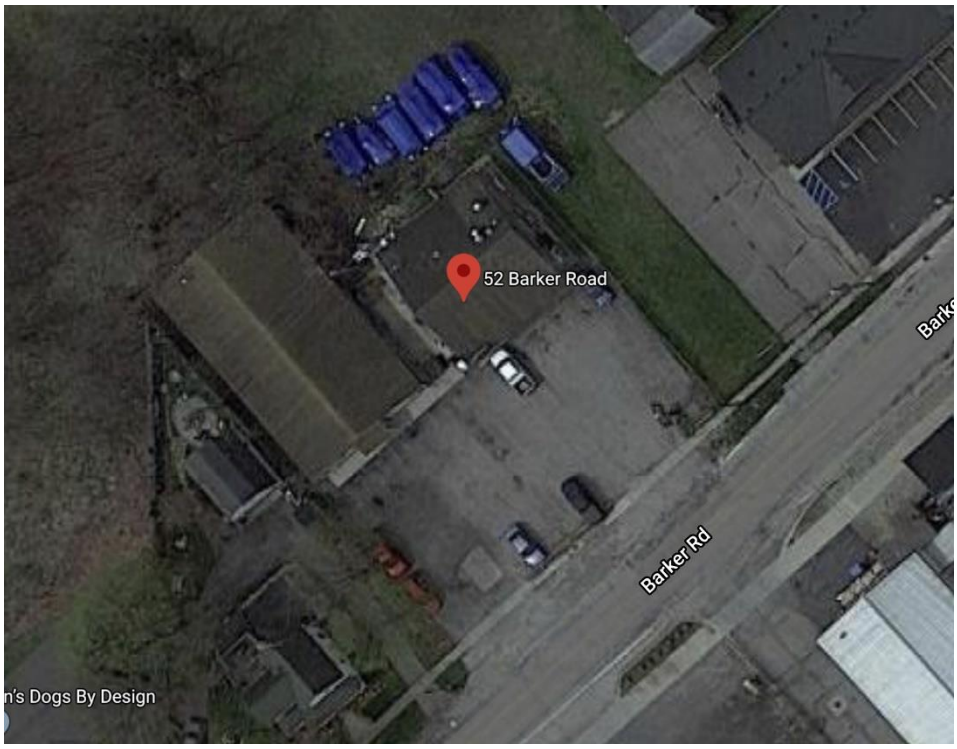
Planning Commission
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189-0576

Subject: **Nature's Cure Conditional Use Review #1; /52 Barker Rd.; Plan Dated January 22, 2020, and received by Northfield Township June, 2020**

Dear Planning Commissioners:

We have reviewed the proposed application for conditional use approval submitted by Michigan Pure Green, LLC. for an Adult Use and Marihuana Provisioning Center to be located at 52 Barker Rd. The site is approximately 0.25 acres and zoned WLD-D District. The existing building will be repurposed and used for provisioning. Our review of the site plan is in a separate letter.

Site Photo: 52 Barker Rd. (Source: Google Maps 2018; site boundary is approximate)



DETROIT
28 West Adams Street
Suite 1000
Detroit, Michigan 48226

O 313.888.9882
F 248.596.0930
MCKA.COM

Communities for real life.

CONDITIONAL USE COMMENTS

Conditional use approval of a marihuana facility is subject to the general discretionary standards in Section 36-838 applicable to all conditional uses. Our comments are provided below:

A. **Section 36-838. General Conditional Use Approval Requirements.** For conditional use approval to be granted, the Planning Commission and Township Board must find that the proposed use satisfies the following general criteria:

1. ***Will be harmonious with and in accordance with the general objectives, intent and purpose of this chapter.*** The applicant's application includes a description of the use. The use does fit in with the intent of WLD-DD Zoning District. The stated purpose of the WLD-D zoning district is intended to promote a unified vision for transforming the historic commercial core of the Whitmore Lake Community focused on mixed-use development, increased land use intensity, and improved public amenities that is oriented as much to the needs of the pedestrian as to those of the automobile. Repurposing of this one (1) story building for a marihuana related business, is in line with the encouragement of mixed use within the Downtown area.

2. ***Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*** The applicant has proposed plans to update and repurpose the exterior façade of the existing building. The attached color renders depict not only a modern update to the existing building, that will enhance the character of the existing physical environment, but also restriping and asphalt replacement of the existing parking lot.

3. ***Will be compatible with the natural environment and existing and future uses in the vicinity.*** The site is bordered by Barker Rd. and zoned WLD-D. To the back of the site is vacant land zoned WLD-NV, and to the front are commercial properties WLD-D, and border Whitmore Lake. Most other sites surrounding the proposed facility are commercial, professional, and service uses. Reuse of the existing building is compatible with the natural environment.

   However, at this time, the applicant has not proposed adequate addition of parking lot vegetation on the site. The applicant must revise the site plan to include adequate vegetation on the site in order to be compatible with the natural environment of the area.

4. ***Will be compatible with the Township land use development plan.*** The Township Future Land Use plan details the site and surrounding area as VC, Village Center, a district that promotes mixed-use. This one-story building, proposes to provide marihuana related retail to this district.

5. ***Will be or can be served adequately by essential public facilities and services.*** The site has access to Barker Rd. and Main St., both paved rural major collector road. Collector roads are intended to funnel traffic to arterial roads, like US-23. The existing site is served by public facilities and has access to

emergency services. No modifications to such essential public facilities and services will be necessary. Details of utility access will be addressed by the Township engineer during site plan review.

6. ***Will not be hazardous or disturbing to existing or future neighboring uses.*** The proposed use will follow State regulations for odor mitigation and will not result in any pollution or other environmental impacts to neighboring uses. Additionally, distance requirements for adult-use facilities have been met.

7. ***Will not create excessive additional requirements at public cost for public facilities and services.*** The proposed use should not create excessive additional requirements at public cost for public facilities and services. The reuse of the existing building allows public facilities and services to continue to serve this facility as they were for the previous use. Security measures required by the State of Michigan, as well as the Township, are deemed the applicant's responsibility.

B. Standards for Marihuana Establishments and Facilities

1. ***Marihuana related activities shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, Marihuana facilities Licensing Act, the Marihuana Tracking Act, the Michigan Regulation and Taxation of Marihuana Act and all State of Michigan regulations for the transfer of marihuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.*** This standard appears to be met by the proposal. We recommend a note stating compliance with this standard be added to the site plan.

2. ***All marihuana establishments and facilities shall submit a Zoning Compliance Application, shall obtain structural, electrical, plumbing, and mechanical permits and inspections to meet current state construction codes, and shall obtain a Certificate of Occupancy prior to any operation or occupancy of said establishment or facility.*** We recommend a note stating compliance with this standard be added to the site plan.

3. ***Site plan approval and conditional use approval shall be required for all marihuana establishments and facilities.*** *We recommend that Board approval of the conditional use be a condition of site plan approval.*

4. ***The applicant location shall meet all applicable written and duly promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the Medical/Recreational Marihuana Licensing Board and obtain a Certificate of Occupancy.*** We recommend a note stating compliance with this standard be added to the site plan.

5. ***The establishment or facility location shall conform to all standards of the zoning district in which it is located.*** This standard can be met by the proposal id revisions are made to the site plan.

6. ***Establishments and facilities are not permitted within a 500-foot radius of any primary, intermediate or secondary school measured by the shortest possible line from the property***

edges. This standard appears to be met by the proposal.

7. ***The minimum distance from other marihuana facilities and establishments is 1,000 feet. Colocation of use classes on one site is permitted when consistent with State standards and all uses are permitted in the zoning district.*** There are other sites proposed withing 1,000 ft. We recommend Planning Commission and the Board consider each site independently, review the materials submitted by the applicant for the Conditional Use Application, review the Township Administration MFVLDA and Supplemental Scoring Evaluation, and determine if the Natures Cure Application should receive precedence for a Marihuana Facility permit.

8. ***In the AR district, the minimum lot size for Recreational Class B growers shall be 10 acres. In the AR district the minimum lot size for Medical Class A, and Recreational Class A growers shall be 5 acres.*** This Standard is not applicable to this site.

9. ***Hours of operation permitted for retail, provisioning centers, and microbusinesses: Monday – Saturday: 9:00 a.m. – 9:00 p.m.; Sunday: 10:00 a.m. – 6:00 p.m.*** We recommend a note stating compliance with this standard be added to the site plan.

10. ***All activity related to the marihuana establishment or facility shall be done indoors.*** We recommend a note stating compliance with this standard be added to the site plan.

11. ***All establishments and facilities must ensure that any water emanating from the establishment or facility meets or exceeds all applicable state and local environmental standards.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

12. ***No required water supply and sanitary sewerage facilities shall be erected, altered, or moved upon a lot or premises and used in whole or in part for a marihuana facility unless it shall be provided with a safe, sanitary and potable water supply and with a safe and effective means of collection, treatment, and disposal of human excreta and domestic, commercial, and industrial waste. All such installations and facilities shall conform to the minimum requirements Washtenaw County, and any applicable statutes, ordinances, or regulations.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Township Engineer.

13. ***Security cameras shall be installed and maintained. Security Cameras, which include recordings and all recordkeeping, shall comply with all State requirements. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. A security plan shall be provided and approved by the Public Safety Director.*** We recommend a note stating compliance with this standard be added to the site plan. We defer review of this criteria to the Director of Public Safety.

14. ***Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.*** The site plan does not include locations or type of lighting, nor a photometric

plan. This should be added to a revised site plan.

15. ***Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.*** We recommend a note stating compliance with this standard be added to the site plan.

16. ***Marihuana establishments and facilities are not permitted to operate in a manner that results in adverse impacts on adjacent property; including excessive odor, traffic, noise, or loitering. The Township may place reasonable conditions on facilities to ensure operation consistent with community norms. Failure to comply with Township regulations or conditions of approval shall be cause to revoke a local license. Odor for growers and processors shall be regulated as follows:***

    a. ***The building shall be equipped with an activated carbon filtration system for odor control and air scrubbing to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.***

    b. ***The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.***

    c. ***The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days, or according to manufacturer recommendations, whichever is less.***

    d. ***Negative air pressure shall be maintained inside the building.***

    e. ***Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.***

    f. ***An alternative odor control system is permitted if the special use permit applicant submits and the township accepts a report by a mechanical engineer licensed by the state of Michigan demonstrating the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The Township may hire an outside expert, at the cost of the applicant, to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.***

    g. ***Secure transporters and safety compliance facilities shall also be required to submit plans for odor control for approval if in the opinion the planning commission such plans are required for the protection of the township and its residents.***

We did not find any information on the air scrubber in the application packet. We recommend that a note stating compliance with this standard be added to the plan and information on the methodology proposed be submitted to the Township for Review.

17. ***If the marihuana establishment or facility ceases operation for a length of time of ninety days or greater, the conditional use shall expire.***

    We recommend a note stating compliance with this standard be added to the site plan.

18. ***Marihuana drive-through retail establishments and provisioning centers shall be prohibited.*** This standard is met by the proposal.

19. ***All marihuana shall be contained within a structure that meets all applicable building code requirements in an enclosed, locked area. A floor plan shall be provided with the site plan application.*** This standard is met by the proposal.

20. ***Application for a local Marihuana Facilities Permit shall be made to the Township Clerk, or a designee. The application shall be made using forms provided by the Township Clerk, or a designee, for a Marihuana Facilities Permit. The application shall be signed by the applicant verifying the truth and accuracy of all information and representations. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules of the State of Michigan. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Township Board. Applications shall be filed according to licensing regulations, procedures, and fees established by the Township Board, and may be amended.*** This standard is met by the proposal.

21. ***A State license is required for all Marihuana Establishments and Facilities.*** Verification of the State License shall be required prior to business opening for operations.

22. ***Prior to issuance of a certificate of occupancy, an authorized Marihuana Establishment or Facility shall comply with the following regulations and shall only be operated as long as it remains in compliance with all such ordinances.***

    a. ***Compliance with State and Township licensing requirements and proof of issuance of a State operating license and compliance with all rules promulgated there under is filed with the Township.***

    b. ***Compliance with all Township Zoning regulations with written approval of Zoning Compliance issued by the Township Zoning Administrator.***

    c. ***Compliance with all Township construction and building ordinances and applicable police power ordinances.***

    We recommend a note stating compliance with this standard be added to the site plan.

23. ***Inspections may be made by the Township Official's designee to confirm the Marihuana Establishment or Facility is operating in accordance with applicable laws including, but not limited to, State Law and Township Ordinances.*** We recommend a note stating compliance with this

standard be added to the site plan.

24. ***The premises shall be open for inspection upon request by the Zoning Administrator, Code Enforcement Officer, Building Official, Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.*** We recommend a note stating compliance with this standard be added to the site plan.

25. ***The penalties and fees collected by the Township for Marihuana Establishments and Facilities shall be the maximum permissible by the State of Michigan unless otherwise established by the Township Board.*** This standard is met by the proposal.

RECOMMENDATION

At this time there are several informational items that must be provided or clarified on the site plan. We recommend that Planning Commission hold a hearing and allow the applicant to present their site plan to the planning Commission. We also recommend planning commission consider any comments from the public at the hearing. Finally, we recommend Planning Commission table making a recommendation to the Board until a time that all of the above comments have been addressed.

Respectfully submitted,

McKENNA ASSOCIATES





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