



**AGENDA**  
CHARTER TOWNSHIP OF MERIDIAN  
PLANNING COMMISSION – REGULAR MEETING  
April 24, 2023 6:30 PM

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1. CALL MEETING TO ORDER
2. ROLL CALL
3. PUBLIC REMARKS
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
  - A. April 10, 2023
6. COMMUNICATIONS
  - A. None
7. PUBLIC HEARINGS
  - A. SUP #23010 – MSU to Lake Lansing Pathway – Phase II
  - B. SUP #23011 – Haslett Gallery (Herbana) 2119A Haslett Road
8. UNFINISHED BUSINESS
  - A. SUP #23004 – Schultz Veterinary Clinic Expansion
9. OTHER BUSINESS
  - A. None
10. MASTER PLAN UPDATE
  - A. Goals and Objectives
11. REPORTS AND ANNOUNCEMENTS
  - A. Township Board update.
  - B. Liaison reports.
12. PROJECT UPDATES
  - A. Project Report
13. PUBLIC REMARKS
14. ADJOURNMENT

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Individuals with disabilities requiring auxiliary aids or services should contact: Director of Community Planning and Development  
Timothy R. Schmitt, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4506 - Ten Day Notice is Required.  
Meeting Location: 5151 Marsh Road, Okemos, MI 48864



**TENTATIVE PLANNING COMMISSION AGENDA**  
**May 8, 2023**

1. PUBLIC HEARINGS
  - A. SUP #23013 – Green Peak Innovations (Skymint) – Vacant Northwind parcel
2. UNFINISHED BUSINESS
  - A. SUP #23010 – MSU to Lake Lansing Pathway – Phase II
  - B. SUP #23011 – Haslett Holdings (Herbana) – 2119A Haslett Road
3. OTHER BUSINESS
  - A. None

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Timothy R. Schmitt, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4506 - Ten Day Notice is Required.  
Meeting Location: 5151 Marsh Road, Okemos, MI 48864

Providing a safe and welcoming, sustainable, prime community.



**CHARTER TOWNSHIP OF MERIDIAN  
PLANNING COMMISSION  
REGULAR MEETING MINUTES**

**DRAFT**

**April 10, 2023  
5151 Marsh Road, Okemos, MI 48864-1198  
517.853.4000, Town Hall Room, 6:30 P.M.**

**PRESENT: Chair Blumer, Vice-Chair Trezise, Commissioners Brooks, McConnell, McCurtis, Scales, Shrewsbury, Snyder**

**ABSENT: Commissioner Richards**

**STAFF: Director of Community Planning and Development Tim Schmitt, Senior Planner Shorkey, Community Planning and Development Intern Joey Emery**

**1. CALL MEETING TO ORDER**

Chair Blumer called the regular meeting to order at 6:29 pm.

**2. ROLL CALL**

Chair Blumer called the roll of the Planning Commission. Commissioner Richards is absent, all others present.

**3. PUBLIC REMARKS**

Chair Blumer opened public remarks at 6:30 pm.

NONE

Chair Blumer closed public remarks at 6:30 pm.

**4. APPROVAL OF AGENDA**

**Vice-Chair Trezise moved to approve the agenda. Seconded by Commissioner Shrewsbury.**

VOICE VOTE: Motion approved unanimously.

**5. APPROVAL OF MINUTES**

A. March 27, 2023 Regular Meeting

**Commissioner Scales moved to approve the minutes of March 27, 2023 as amended. Seconded by Commissioner Shrewsbury.**

**Commissioner McConnell noted a correction on page 4 sentence 7, "Commissioner McConnell noted the multi-residential status of the building compared to the single-residence housing in the neighborhood." Should Read "Commissioner McConnell noted the multi-residential nature**

**of the envisioned development compared to the single residence zoning in the surrounding neighborhood.”**

**Commissioner Shrewsbury noted that Section 10, Subsection H would have been better suited under project updates.**

**Director Schmitt noted that Section 7, Subsection A should be changed to SUP #23007.**

**Commissioner Shrewsbury noted that Section 8, Subsection A should be changed to REZ #23006.**

**Commissioner Scales Accepted the friendly amendments.**

VOICE VOTE: Motion approved unanimously

## **6. COMMUNICATIONS**

A. NONE

## **7. PUBLIC HEARINGS**

A. SUP #23004

Senior Planner Shorkey outlined SUP#23004 – Schultz Veterinary Clinic Expansion for public hearing.

Senior Planner Shorkey noted that staff had two concerns. One being the wetland on the property, which will not be disturbed by the expansion. The other pertaining to the 2006 SUP Approval for the previous expansion of the building. This approval had a condition that the property owner would expand the township pathway across the property, but this condition was never met. The applicant has worked with township DPW to meet this condition, and planning division staff are satisfied that this condition has now been met.

Commissioner Scales asked if this was a state or a township regulated wetland.

Senior Planner Shorkey replied that this was a state regulated wetland, however, there would need to be wetland permits from both the state and township levels as the township regulations are more stringent than the state’s regulations.

Director Schmitt noted that this does meet the definition of a wetland, and that they would follow up next meeting with the size of the wetland in question.

Commissioner Scales asked why this hadn’t been done previously.

Director Schmitt responded this was an item that hadn’t been followed up on by the previous director, and his team has taken the steps to follow up on it now.

Commissioner Scales asked if there had ever been a previous state permit that had been denied.

Senior Planner Shorkey replied there is no evidence that the permit had ever been applied for. He also noted that this wetland is showing under 3 acres, so it is township regulated.

Chair Blumer asked why this wasn't charged as a code violation years ago, as the previous building conditions had not been met.

Director Schmitt stated that there was no record in the files why there was no follow up, but they are in a position now to address it.

Chair Blumer asked if this had been in violation for more than 10 years.

Director Schmitt replied it has.

Commissioner McCurtis asked when construction on the trail would begin.

Senior Planner Shorkey stated that he doesn't have a date at this time.

Commissioner McCurtis asked about the potential of negative disturbances to the wetlands on this property.

Senior Planner Shorkey stated, according to the Township's Wetland Ordinance, if there is disturbance to the wetlands during construction, the township will mitigate that disturbance to a 1.5 time factor.

Commissioner McCurtis asked about the safety and access of the walkway due to the wetlands.

Senior Planner Shorkey noted that this has been discussed with the applicant, and they are aware of the requirements and challenges associated with this project.

Commissioner Scales summarized the topic in total, and questioned if we are fixing the original noncompliance for the applicant in this new SUP.

Senior Planner Shorkey noted the township is not fixing the original noncompliance. The applicant has worked with township engineering and DPW to get a cost. While the township will be constructing the trail, the applicant has paid over \$67k to the township for this construction and to become compliant. Senior Planner Shorkey gave the floor to the applicant for public comment.

Applicant Ingrid Schultz of 1280 Sebewaing Rd, Okemos, stated that she has spoken to the township engineers and had raised concerns about proper railings and walkways, but she directed all concerns relating to that matter back to the engineers, as she wasn't aware of how they'd proceed with construction.

Commissioner McConnell commented on the other successful wetland construction projects the township has undertaken.

**Chair Blumer called for a straw vote on the approval of this special use permit #23004. By unanimous consent, the Planning Commission indicated support for SUP #23004.**

## **8. UNFINISHED BUSINESS**

### A. SUP #23007 – 1502 River Terrace Drive

Senior Planner Shorkey summarized the public hearing for this Special Use Permit. He noted that there were no further board nor public comment.

Commissioner Shrewsbury noted that the word “construct” was missing in the resolution.

Chair Blumer suggested using different terminology, such as “establish” or “operate”.

Senior Planner Shorkey agreed.

**Commissioner Shrewsbury moved to adopt Special Use Permit #23007 with the amendments to the resolution as noted. Vice-Chair Trezise seconded.**

ROLE CALL VOTE: YEAS: Commissioners Shrewsbury, McCurtis, Brooks, Scales, McConnell, Snyder; Vice-Chair Trezise; Chair Blumer

NAYS: None

Results: 8-0

## **9. OTHER BUSINESS**

### A. Lighting Ordinance – Presentation

Director Schmitt introduced the Community Planning and Development’s intern, Joey Emery for this presentation. Director Schmitt spoke on the outdated ordinances in the township, many of them being written in 1974. The lightning ordinance was written in 2007, but at the time it was drafted, it was already close to functionally obsolete.

Intern Emery spoke on the current ordinance and it’s outdated components. He stated that the proposed ordinance would update those old features and bring it to a modern standard.

Commissioner McCurtis asked if using LED lighting would be the updated standard going forward.

Director Schmitt confirmed that for the most part, any future lighting ordinances would involve replacing existing lights with LEDs lighting. Director Schmitt also mentioned that any feedback should go to him as this project goes forward.

Commissioner McCurtis raised concern over the time restraints of the lights, specifically concerned about the safety of those who are walking late at night.

Vice-Chair Trezise questioned if this ordinance should be in another ordinance or in front of another committee, or if it should stay where it’s at currently.

Director Schmitt stated that he suspects that this is not in another ordinance due to the technical nature of the regulations.

Commissioner Brooks mentioned low-income neighborhoods being targeted for higher amounts of lighting, which he noted wasn't always a just method of deploying lighting. He also mentioned concern over Home Owners Associations and their curfew on lighting, including holiday ("Christmas") lights. He also questioned if there would be different applications for this ordinance along the rural-urban boundary.

Commissioner Snyder asked if this would connect with the sign ordinance.

Director Schmitt stated that the sign ordinance has a provision that all sign illumination is approved solely by the Director of Community Planning and Development.

Commissioner Shrewsbury asked if there were any other townships or cities in Michigan that have adopted this, or similar, ordinances.

Intern Emery stated that the city of Ann Arbor has a similar ordinance, as well as Pittsburgh, Pennsylvania. He also noted that this is an upward trending topic for lighting ordinance reform.

Chair Blumer asked if Michigan State University is currently following similar ordinances, or plan on implementing any.

Intern Emery stated that he doesn't believe they have any regulations, but he wasn't sure.

Commissioner Scales asked if the ordinance would apply to holiday ("Christmas") lights.

Intern Emery stated that temporary lighting would be allowed in noncommercial areas for 90 consecutive days during the year, but the lighting curfew would still be implemented for these temporary lights.

Chair Blumer stated that he believes that this ordinance should remain in the miscellaneous ordinances section, as it would exist in its own terms and be more enforceable.

## **10. MASTER PLAN UPDATE**

Director Schmitt outlined the Master Plan updates.

### **A. Goals and Objectives – Handout**

Director Schmitt stated that they have 5 overarching goals that his team will be discussing at the next meeting, but wanted to present them to the Planning Commission via handout to review prior.

### **B. Urban Service Boundary – Discussion**

Director Schmitt noted the three sections of the Urban Service Boundary: North, Central & Southern. He stated that there were no recommendations for the southern third. In the northern third, he had a minor recommendation to fix a split on Green Road, which separated 6121 & 6117 Green Road.

Commissioner Scales asked if these properties would be required to pay for sewer hookups. Commissioner McConnell asked if the properties are already served with the utilities that the urban service boundary is meant to limit.

Director Schmitt stated that they would not be required to pay for sewer hookup, and that these properties are not served.

Commissioners Scales and Shrewsbury raised questions about informing the residents affected by this change.

Director Schmitt stated that he will reach out to the two properties affected. He continued to speak on the central third of the Urban Service Boundary. His staff would recommend taking the line from Georgetown down to Grand River Avenue, including multiple vacant properties & the MAC Legends Golf Center.

Commissioner Brooks asked if this change was made, would it continue the belief that the Urban Service Boundary is just expanding eastward.

Director Schmitt stated that he doesn't subscribe to that belief, and this is functionally the only change that would be made to the boundary.

Commissioner Scales stated that residents have raised concerns about moving the boundary eastward, as well as concerns over future development in that area.

Commissioner McConnell questioned if this would always be a hard boundary or if this would be moved out eventually.

Director Schmitt replied this conversation is to make the line more defensible. This is a conversation that will come up every time the Master Plan is discussed as long as he was the Director.

Commissioner Snyder questioned why the central portion of the Urban Service Boundary was being looked at as a potential area of change.

Director Schmitt stated that the area in question was the only section with a questionable boundary from Staff's perspective, but discussion can occur on any portion.

Vice Chair Trezise was generally supportive of moving the line to the rear of the properties fronting on Powell Road.

## **11. REPORTS AND ANNOUNCEMENTS**

### **A. Township Board Update**

Director Schmitt reported that the Township Board has taken up the Cade Street rezoning project. The Township Board will also be voting to adopt the sign ordinance at their next meeting.

### **A. Liaison Reports**

Chair Blumer

- Attended the April 3<sup>rd</sup> meeting of the Downtown Development Authority where new officers were elected.

Commissioner Scales

- Attended Economic Development Corporation meeting, where they announced the Juneteenth event will take place from June 17<sup>th</sup> to the 19<sup>th</sup>.

**12. PROJECT UPDATES**

A. NONE

**13. PUBLIC REMARKS**

Chair Blumer opened public remarks at 7:50 pm.

NONE

Chair Blumer closed public remarks at 7:50 pm.

**14. ADJOURNMENT**

**Chair Blumer moved to adjourn.**

VOICE VOTE: Motion approved unanimously.

**Chair Blumer adjourned the regular meeting at 7:51 pm.**



**To:** Planning Commission

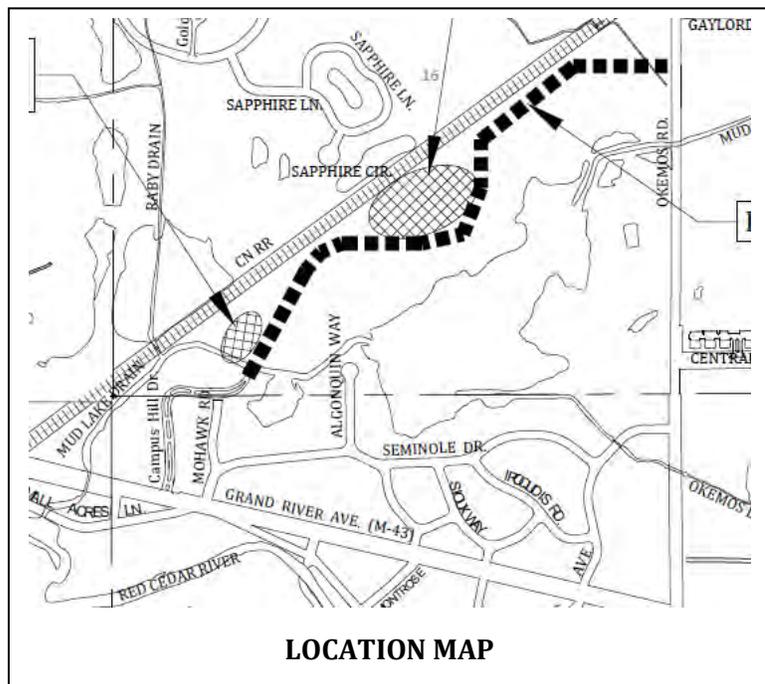
**From:** Brian Shorkey, Senior Planner

**Date:** April 21, 2023

**Re:** Special Use Permit #23010 (Meridian Township Engineering Department), to construct Phase II of the MSU to Lake Lansing Connector Trail.

The Township Engineering staff has submitted a Special Use Permit (SUP) application for the construction of Phase II of the MSU to Lake Lansing Connector Trail. This segment of the trail is being constructed from the end of Campus Hill Drive to the northeast until it intersects with Okemos Road and connects with the existing Township Pathway. The SUP is required because sections of the trail are being constructed in floodplains. No wetlands are affected by Phase II.

The proposed construction is the second phase of a larger, 5.5-mile extension of the Lansing River Trail and will provide immediate benefits to the adjacent properties by creating a direct, safe, and desirable connection to the MSU Campus. Likewise, this connection will allow local non-motorized users to reach across campus to access into both Lansing and East Lansing, benefiting the entire community. The construction is a mix of 10-foot HMA pavement and 14-foot timber construction. Phase II connects Phase I, which received floodplain approval from the Planning Commission in 2022, to the existing Township Pathway on the west side of Okemos Road. This project is identified on the Meridian Township Pathway/Bicycle Master Plan.



### Staff Analysis

Section 86-436 – CV District includes regulations for developments in floodplains. Pedestrian and bicycle pathways are allowed as a special use in the CV district when inside of a floodway. As such, the standards for SUPs within the floodway were used. Based on those standards, Staff has the following comments:

**Special Use Permit #23010 (Meridian Township Engineering Department)**  
**Planning Commission (April 24, 2023)**  
**Page 2**

1. Structures shall not be designed for human habitation and shall have a low flood damage potential.

*Comment: The trail is not used for human habitation, so this standard does not apply.*

2. Structures, if permitted, shall be constructed and placed on the site so as to offer the minimum obstruction to the flow of floodwaters and whenever possible shall be constructed with the longitudinal axis parallel to the direction of flood flow.

*Comment: Floodwater is not meaningfully obstructed due to the improvements. A Letter of Floodplain Amendment (LOMA) will be required prior to site plan approval. In addition, Township Engineering has applied for floodplain approval from the EGLE.*

3. No special use permit shall be issued for the development of new structures, the substantial improvement or relocation of old structures, or development of any kind within the floodway area when such development, construction, improvement, or relocation would cause any increase in flood level associated with the base flood elevation.

*Comment: Based on the calculations included on the concept plan, no increase in flood level is expected.*

4. Excavation and shaping of the floodway shall be conducted in such a manner as to maintain or improve the flow of the base flood elevation. In no case shall the flow or impoundment capacity of the floodway be reduced. Excavation of soil, sand, gravel, and other materials for the sole purpose of providing a compensating excavation in the floodway for the placement of fill in the floodway fringe is prohibited.

*Comment: The plans show that the required compensating cut is included and will be constructed at the time of the construction of the trail.*

### **Planning Commission Options**

The Planning Commission has the option to approve, approve with conditions, or deny Special Use Permit #23010. A resolution will be provided at a future meeting.

### **Attachments**

1. Special use permit application dated December 12, 2022.
2. Letter of description dated December 9, 2022.
3. Final plan set, prepared by Township Engineering.

**CHARTER TOWNSHIP OF MERIDIAN  
DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT  
5151 MARSH ROAD, OKEMOS, MI 48864  
PLANNING DIVISION PHONE: (517) 853-4560, FAX: (517) 853-4095**

**SPECIAL USE PERMIT APPLICATION**

**Before submitting this application for review, an applicant may meet with the Director of Community Planning and Development to discuss the requirements for a special use permit and/or submit a conceptual plan for review to have preliminary technical deficiencies addressed prior to submittal of the application. If the property or land use is located in the following zoning districts RD, RC, RCC, RN then the applicant must meet with the Planning Director to discuss technical difficulties before filing a formal application.**

**Part I**

A. Applicant \_\_\_\_\_  
 Address of Applicant \_\_\_\_\_  
 Contact: Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_  
 Interest in property (check one):  Owner  Tenant  Option  Other \_\_\_\_\_  
 (Please attach a list of all persons with an ownership interest in the property.)

B. Site Address / Location / Parcel Number \_\_\_\_\_  
 Legal Description (please attach if necessary) \_\_\_\_\_  
 Use for which permit is requested / Project Name \_\_\_\_\_  
 Corresponding Ordinance Number \_\_\_\_\_ Current Zoning \_\_\_\_\_

C. Developer (if different than applicant) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact: Work \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

D. Architect, Engineer Planner or Surveyor responsible for design of project (if different from applicant):  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact: Work \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

E. Acreage of all parcels in the project: Gross \_\_\_\_\_ Net \_\_\_\_\_

F. Explain the project and development phases: (attach)

G.

<u>Total #</u>	<u>Structures</u>	<u>Bedrooms</u>	<u>Offices</u>	<u>Parking Spaces</u>	<u>Carports</u>	<u>Garages</u>
Existing						
Proposed						

H. Square Footage: Existing Buildings \_\_\_\_\_ Proposed Buildings \_\_\_\_\_  
 Usable Floor Area: Existing Buildings \_\_\_\_\_ Proposed Buildings \_\_\_\_\_

I. If employees will work on the site, state the number of full time and part time employees working per shift and hours of operation: (attach)

J. Existing Recreation: Type \_\_\_\_\_ Acreage \_\_\_\_\_  
 Proposed Recreation: Type \_\_\_\_\_ Acreage \_\_\_\_\_  
 Existing Open Space: Type \_\_\_\_\_ Acreage \_\_\_\_\_  
 Proposed Open Space: Type \_\_\_\_\_ Acreage \_\_\_\_\_

K. If Multiple Housing:

Total Acres of Property \_\_\_\_\_

Acres in Floodplain \_\_\_\_\_ Percent of Total \_\_\_\_\_

Acres in Wetland (not in floodplain) \_\_\_\_\_ Percent of Total \_\_\_\_\_

Total Dwelling Units \_\_\_\_\_

Dwelling Unit Mix:

Number of Single Family Detached:	for Rent _____	Condo _____
Number of Duplexes:	for Rent _____	Condo _____
Number of Townhouses:	for Rent _____	Condo _____
Number of Garden Style Apartments:	for Rent _____	Condo _____
Number of Other Dwellings:	for Rent _____	Condo _____

L. The following support materials must be submitted with the application:

1. Nonrefundable Fee.
2. Legal Description of the property.
3. Evidence of fee or other ownership of the property.
4. Site Plan containing the information listed in the attachment to this application.
5. Architectural sketches showing all sides and elevations of the proposed buildings or structures, including the project entrance, as they will appear upon completion. The sketches should be accompanied by material samples or a display board of the proposed exterior materials and colors.
6. A Traffic Study, prepared by a qualified traffic engineer, based on the most current edition of *Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities*, published by the State Department of Transportation.
  - a. A traffic assessment will be required for the following:
    - 1) New special uses which could, or expansion or change of an existing special use where increase in intensity would, generate between 50 to 99 directional trips during a peak hour of traffic.
    - 2) All other special uses requiring a traffic assessment as specified in the Township Code of Ordinances, Chapter 86, Article IV, Division 2.
  - b. A traffic impact study will be required for the following:
    - 1) New special uses which would, or expansion or change of an existing special use where increase in intensity would, generate over 100 directional trips or more during a peak hour of traffic, or over 750 trips on an average day.
    - 2) All other special uses requiring a traffic assessment as specified in the Township Code of Ordinances, Chapter 86, Article IV, Division 2.
7. Natural features assessment which includes a written description of the anticipated impacts on the natural features at each phase and at project completion that contains the following:
  - a. An inventory of natural features proposed to be retained, removed, or modified. Natural features shall include, but are not limited to, wetlands, significant stands of trees or individual trees greater than 12 inches dbh, floodways, floodplains, waterbodies, identified groundwater vulnerable areas, slopes greater than 20 percent, ravines, and vegetative cover types with potential to sustain significant or endangered wildlife.
  - b. Description of the impacts on natural features.
  - c. Description of any proposed efforts to mitigate any negative impacts.

The natural features assessment may be waived by the Director of Community Planning and Development in certain circumstances.

- M. Any other information specified by the Director of Community Planning and Development which is deemed necessary to evaluate the application.
- N. In addition to the above requirements, for zoning districts, **RD, RC, RCC, RN, and CV** and **Group Housing Residential Developments** the following is required:
1. Existing and proposed contours of the property at two foot intervals based on United States Geological Survey (USGS) data.
  2. Preliminary engineering reports in accordance with the adopted Township water and sewer standards, together with a letter of review from the Township Engineer.
  3. Ten copies of a report on the intent and scope of the project including, but not limited to: Number, size, volume, and dimensions of buildings; number and size of living units; basis of calculations of floor area and density and required parking; number, size, and type of parking spaces; architectural sketches of proposed buildings.
  4. Seven copies of the project plans which the Township shall submit to local agencies for review and comments.
- O. In addition to the above requirements, a special use application in zoning district **RP** requires the following material as part of the site plan:
1. A description of the operations proposed in sufficient detail to indicate the effects of those operations in producing traffic congestion, noise, glare, air pollution, water pollution, fire hazards or safety hazards or the emission of any potentially harmful or obnoxious matter or radiation.
  2. Engineering and architectural plans for the treatment and disposal of sewerage and industrial waste tailings, or unusable by-products.
  3. Engineering and architectural plans for the handling of any excessive traffic congestion, noise, glare, air pollution, or the emission of any potentially harmful or obnoxious matter or radiation.
- P. In addition to the above requirements, a special use application for a use in the Floodway Fringe of zoning district **CV** requires the following:
1. A letter of approval from the State Department of Environmental Quality.
  2. A location map including existing topographic data at two-foot interval contours at a scale of one inch representing 100 feet.
  3. A map showing proposed grading and drainage plans including the location of all public drainage easements, the limits, extent, and elevations of the proposed fill, excavation, and occupation.
  4. A statement from the County Drain Commissioner, County Health Department, and Director of Public Works and Engineering indicating that they have reviewed and approved the proposal.
- Q. In addition to the above requirements, a special use application for a use in the Groundwater Recharge area or zoning district **CV** requires the following:
1. A location map including existing topographic data at two-foot interval contours.
  2. A map showing proposed grading and drainage plans including the location of all public drainage easements, the limits and extent of the proposed fill, excavation, and occupation.
  3. A statement from the County Drain Commissioner, County Health Department, and Director of Public Works and Engineering indicating that they have reviewed and approved the proposal.
- R. In addition to the above requirements, the Township Code of Ordinances, Article VI, should be reviewed for the following special uses: group housing residential developments, mobile home parks, nonresidential structures and uses in residential districts, planned community and regional shopping center developments, sand or gravel pits and quarries, sod farms, junk yards, sewage treatment and disposal installations, camps and clubs for outdoor sports and buildings greater than 25,000 square feet in gross floor area.

**Part II**

**SUP REQUEST STANDARDS  
Township Code of Ordinances, Section 86-126**

**Applications for Special Land Uses will be reviewed with the standards stated below. An application that complies with the standards stated in the Township Ordinance, conditions imposed pursuant to the Ordinance, other applicable Ordinances, and State and Federal statutes will be approved. Your responses to the questions below will assist the Planning Commission in its review of your application.**

- (1) The project is consistent with the intent and purposes of this chapter.
- (2) The project is consistent with applicable land use policies contained in the Township's Master Plan of current adoption.
- (3) The project is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.
- (4) The project will not adversely affect or be hazardous to existing neighboring uses.
- (5) The project will not be detrimental to the economic welfare of surrounding properties or the community.
- (6) The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service.
- (7) The project is adequately served by public sanitation facilities if so designed. If on-site sanitation facilities for sewage disposal, potable water supply, and storm water are proposed, they shall be properly designed and capable of handling the long-term needs of the proposed project.
- (8) The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.
- (9) The project will not directly or indirectly have a substantial adverse impact on the natural resources of the Township, including, but not limited to, prime agricultural soils, water recharge areas, lakes, rivers, streams, major forests, wetlands, and wildlife areas.

**Part III**

I (we) hereby grant permission for members of the Charter Township of Meridian's Boards and/or Commissions, Township staff member(s) and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purpose of gathering information including but not limited to the taking and the use of photographs.

Yes     No    (Please check one)

By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name

Fee: \_\_\_\_\_

Received by/Date: \_\_\_\_\_

**Special Use Permit Application Attachment**  
**Site Plan Requirements Per Section 86-124(c)(4)**

A site plan, drawn to a legible scale, containing the following information where applicable:

- a. Boundaries of the subject property.
- b. Total area of the subject property.
- c. Location of all existing and proposed structures.
- d. Approximate location and distance of all structures within 100 feet of the subject property.
- e. Uses of existing and proposed buildings, on the subject site.
- f. Proposed means of vehicular and pedestrian ingress and egress to the subject property.
- g. Public and private roads and streets, rights-of-way, and easements, indicating names and widths, which abut or cross the site.
- h. Existing and proposed parking spaces, and vehicular and pedestrian circulation patterns.
- i. The buildable area of the subject property indicating all required setbacks, yards and open space.
- j. Zoning classification of the subject and adjacent properties.
- k. Existing and proposed fencing, screening, landscaping, and buffers.
- l. Location and sizes of existing utilities including power lines and towers, both above and below the ground.
- m. Amount and location of all impervious surfaces.
- n. The verified boundaries of all natural water features and required setback lines.



**Meridian Township**  
5151 Marsh Road  
Okemos, MI 48864

P 517.853.4000  
F 517.853.4096

**Township Board:**

**Patricia Herring  
Jackson**  
*Township Supervisor*

**Deborah Guthrie**  
*Township Clerk*

**Phil Deschaine**  
*Township Treasurer*

**Scott Hendrickson**  
*Township Trustee*

**Kathy Ann Sundland**  
*Township Trustee*

**Marna Wilson**  
*Township Trustee*

**Courtney Wisinski**  
*Township Trustee*

**Frank L. Walsh**  
*Township Manager*

12/9/2022

Mr. Brian Shorkey  
Senior Planner  
Community Planning & Development  
Meridian Township  
5151 Marsh Road,  
Okemos, MI 48864

Dear Mr. Shorkey:

Subject: MSU to Lake Lansing Connector Trail, Phase II – SUP Application

33-02-02-16-326-003: M16-17-3 COM AT SW COR OF SEC 16- S 88 DEG 54' 30" E 133 FT- N 01 DEG 43' E 152.25 FT TO S'LY R/W LINE OF GTRR- ALONG RR N 55 DEG 11'20" E 500 FT TO POB OF PCL- CONT ALONG SAID RR N 55 DEG 11' 20" E 2622.8 FT TO N-S 1/4 LINE- S 01 DEG 38' W 1414 FT TO N BANK OF MUD LAKE DRAIN- ALONG SAID DRAIN S 71 DEG 58' W 252.9 FT-- S 86 DEG 21' W 550 FT- N 75 DEG W 110 FT- S 60 DEG W 500 FT- S 0 DEG 45' 30" W 213 FT- N 88 DEG 54' 30" W 300 FT- N 150 FT N 30 DEG 31' 24" W 357.81 FT- W 300 FT TO BEG, SEC 16, T4N R1W.

Contact: LuAnn Maisner, Charter Township of Meridian, Parks & Recreation Department  
2100 Gaylord C. Smith Ct., Haslett, MI 48840

33-02-02-20-102-004: M20-18 COM @ THE N 1/4 COR SEC 20 -N 01 DEG- 14'W ALONG NS 1/4 LN SEC 17 A DIST OF 113.83 FT TO THE S'LY R/W LN GRAND RIVER AVE -N 63 DEG 36'W ALONG R/W 1421.95 FT TO THE E LN OF SUPERVISORS REPLAT OF LOTS 105 THRU 107 SUPERVISORS PLAT NO 2 -S ALONG SD E LN 589.80 FT TO THE SE COR LOT 107 SD SUB & POB. -S 10 57'10"E 69.86 FT -S 22 DEG 25'05"E 74.30 FT -S 19 DEG 06'40"E 53.64 FT -S 06 DEG 31'50"E 76.24 FT -S 33 DEG 34'10"E 55.24 FT -S 42 DEG W 230 FT -N 48 DEG W 390 FT -N 89 DEG 35'W 410 FT TO A TRAVERSE LN ALNG RED CEDAR RIVER 3 FT FROM WATERS EDGE -N 01 DEG 44'36"E 222.26 FT TO N LN SEC 20 -S 89 DEG 35'E 748.54 FT ON N SEC LN NTO THE POB INCLUDING LANDS BETWEEN TRAVERSE LN & RIVER SEC 20 T4NR1W 6.03 AC M/L

Contact: LuAnn Maisner, Charter Township of Meridian, Parks & Recreation Department  
2100 Gaylord C. Smith Ct., Haslett, MI 48840

## **Part II Responses:**

*(1) The project is consistent with the intent and purposes of this chapter.*

This project will create universal access to these natural areas while both improving safety for non-motorized users and increasing the capacity of the floodplain.

*(2) The project is consistent with applicable land use policies contained in the Township's Master Plan of current adoption.*

This project has long been identified on Meridian Township's Pathway/Bicycle Master Plan. Additionally, it strongly supports the Township's goals of non-motorized transportation, walkability, and recreational opportunities. Moreover, this project will **significantly** enhance the safety for local and regional non-motorized users by moving them off of a state trunkline (M-43/Grand River Ave).

*(3) The project is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.*

The existing areas to be improved are woodlands and will remain so with the proposed trail. This project will create a low-impact addition to this trail system, allowing access to a desirable area which was previously had limited accessibility. Additionally, by increasing the capacity of the floodplain, the community as a whole will benefit.

*(4) The project will not adversely affect or be hazardous to existing neighboring uses.*

All existing uses will remain the same with this project.

*(5) The project will not be detrimental to the economic welfare of surrounding properties or the community.*

The proposed trail, the second phase of a larger, 5.5-mile extension of the Lansing River Trail, will provide immediate benefits to the adjacent properties by creating a direct, safe, and desirable connection to the MSU Campus. Likewise, this connection will allow local non-motorized users to reach across campus to access into both Lansing and East Lansing, benefiting the entire community.

*(6) The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service.*

As enhancement to an existing trail system, the only facilities which are utilized by this project are those for stormwater drainage. By increasing the floodplain capacity this project is increasing the drainage facilities.

*(7) The project is adequately served by public sanitation facilities if so designed. If on-site sanitation facilities for sewage disposal, potable water supply, and storm water are proposed, they shall be properly designed and capable of handling the long term needs of the proposed project.*

There are no sanitary sewer or potable water systems involved in this project. The stormwater requirements for both the Ingham County Drain Commissioner and the Michigan Department of Energy, Great Lakes, and the Environment are being met. The appropriate permits are being obtained from each agency.

*(8) The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.*

This project involves standard construction practices with the minimum necessary equipment. Such practices and equipment are commonplace in the proposed areas and throughout the community.

*(9) The project will not directly or indirectly have a substantial adverse impact on the natural resources of the Township, including, but not limited to, prime agricultural soils, water recharge areas, lakes, rivers, streams, major forests, wetlands, and wildlife areas.*

This project will have a positive impact on the Township's natural resources by increasing the capacity of the floodplain. Moreover, by supporting the Township's priority of non-motorized transportation, this project strives to reduce the impact of automotive congestion in the community.

Sincerely,



**Nyal Nunn, CFM**

Senior Project Engineer/DPW

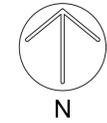
[nunn@meridian.mi.us](mailto:nunn@meridian.mi.us)

W 517.853.4468 | F 517.853.4095

5151 Marsh Road | Okemos, MI 48864

[meridian.mi.us](http://meridian.mi.us)

# MSU TO LAKE LANSING CONNECTOR TRAIL, PHASE II CONSTRUCTION PLANS for MERIDIAN TOWNSHIP INGHAM COUNTY, MICHIGAN



**Call 811 before you dig.**

**PUBLIC UTILITIES**

AT&T TELEPHONE  
337 N. ABBOTT, RM. 201  
EAST LANSING, MI 48823  
517.337.3660

CONSUMERS ENERGY GAS  
530 W. WILLOW ST. ELECTRIC  
P.O. BOX 30162  
LANSING, MI 48909  
517.373.6100

COMCAST CABLE TV  
1070 TROWBRIDGE ROAD  
EAST LANSING, MI 48823  
517.332.1012

MERIDIAN TOWNSHIP WATER MAINS  
5151 MARSH RD. SANITARY SEWER  
OKEMOS, MI 48864 PATHWAYS  
517.853.4440

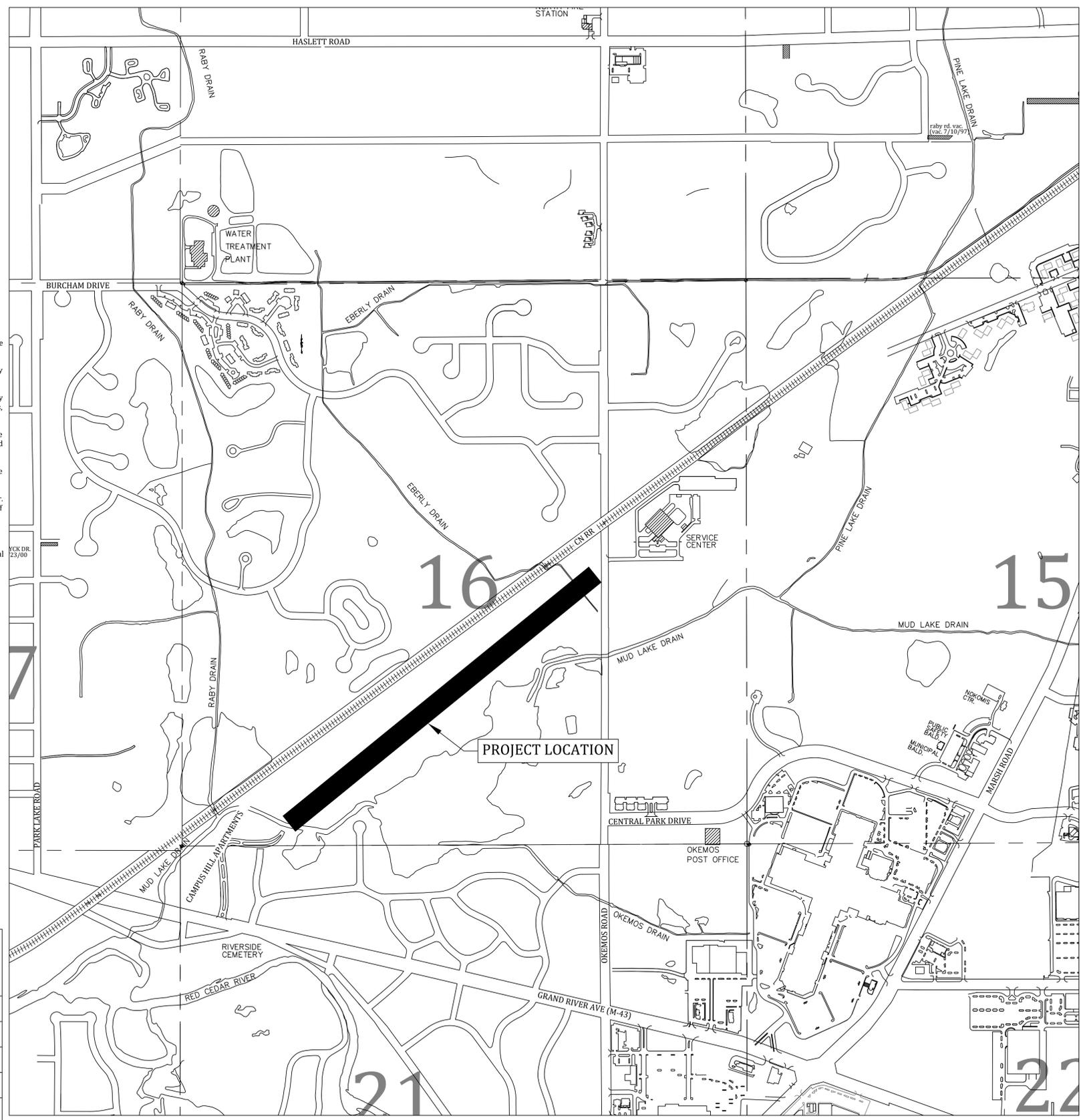
WOLVERINE PIPE LINE PETROLEUM PIPELINE  
9105 VALLEYWOOD LANE  
PORTAGE, MI 49024-5251  
231.323.2491

INGHAM COUNTY DRAIN DRAINS  
COMMISSIONER STORM SEWER  
707 BUHL ST.  
MASON, MI 48854  
517.676.8395

INGHAM COUNTY ROAD DEPT PUBLIC ROADS AND  
301 BUSH ST. RIGHTS OF WAY  
MASON, MI 48854  
517.676.9722

**SOIL EROSION & SEDIMENTATION CONTROL NOTES**

- All soil erosion and sediment control (SESC) work shall conform to the standards and specifications of the Ingham County Drain Commissioner's Office and Meridian Township.
- Daily inspections shall be made by the contractor for effectiveness of SESC measures. Any necessary repairs shall be performed without delay.
- Erosion of any sediment from work on the site shall be contained on-site and not allowed to collect on any off-site areas or in waterways. Waterways include both natural and man-made open ditches, streams, storm drains, lakes, ponds, and wetlands.
- The Contractor shall apply temporary SESC measures when required and as directed on these plans. The Contractor shall remove temporary measures as soon as permanent stabilization of slopes, ditches, and other changes have been established.
- Staging the work shall be done by the Contractor as directed in these plans and as required to ensure progressive stabilization of disturbed earth.
- Soil erosion control practice shall be established in the early stages of construction by the Contractor. Sedimentation control practices shall be applied as a perimeter defense against any transporting of soil off the site.
- The Contractor shall preserve natural vegetation as much as possible.
- Vegetative stabilization of all disturbed areas shall be established within 15 days of completion of the final grading.



**STANDARD CONSTRUCTION NOTES**

- The Contractor shall notify the Charter Township of Meridian, Department of Public Works, Office of Engineering 517-853-4440 a minimum of 72 hours prior to the start of construction of public utilities or of construction within the public right-of-way.
- All construction shall conform to the current standards and specifications of the Charter Township of Meridian which are included as part of these plans in effect at the time of construction.
- After the completion of construction of public utilities or construction within public right-of-way, the contractor must request a final inspection. Any punchlist items resulting from the final inspection must be resolved prior to final release and acceptance.
- The existing utilities indicated on the plans are in accordance with available information. It shall be the contractor's obligation to verify the exact location of all existing utilities, which might affect this job.
- The contractor shall notify "MISS DIG" 1-800-482-7171 at least 72 hours prior to the start of construction.
- The contractor shall at all times be aware of inconvenience caused to the abutting property owners and the general public. Where the contractor does not remedy undue inconveniences, the Charter Township of Meridian, upon four hours notice, reserves the right to perform the work and deduct the cost therefore from the money due the contractor.
- A Registered Land Surveyor provided by the contractor at the contractor's expense shall replace all property irons and monuments disturbed or destroyed by the contractor's operations.
- Contractor shall provide Owner and Township Engineer a copy of written permission to use private property for storage of equipment and materials or for his construction operations.
- Trench backfill under existing or proposed roadways, driveways, and parking areas, shall be sand or gravel, placed in 12" layers (maximum) and consolidated to 95% of maximum density as measured by modified proctor unless otherwise noted.
- Trees and shrubs are to be protected during construction and bored where necessary.
- Existing fences shall be removed and restored to their original condition or better where in conflict with construction.
- Driveways, culverts, ditches, drain tile, tile fields, drainage structures, etc., that are disturbed by the contractor's operations shall be immediately restored.
- All established lawn areas disturbed by the contractor's operations shall be resodded with matching sod. All other areas shall be seeded and mulched. Seeding and mulching shall be done in accordance with the General Specifications.
- All ditch slopes shall have established vegetation and be protected from erosion.
- All utility poles in close proximity to construction shall be supported in a manner satisfactory to the utility owner.
- Onsite parking and sanitary facilities shall be provided for construction workers. The facilities shall be constructed and operated (with minimal impact to the surrounding area) to the satisfaction of the Township.

**PATHWAY NOTES**

- Pathways and sidewalks shall be four (4) inch thick concrete except at driveways where they shall be six (6) inch (residential) or seven (7) inch (commercial) thick concrete.
- Three (3) inches of compacted sand base shall be placed under all pathways and sidewalks.
- All bituminous aprons shall be two and one-half (2½) inches thick, unless otherwise noted.
- Property irons shall be maintained by the Contractor.
- All existing concrete and bituminous to be removed shall be sawcut. All bituminous removal shall be considered incidental to construction.
- All aggregate base material shall be four (4) inches of 22A.
- All tree (less than 6") and shrub removal shall be considered part of subgrade preparation.
- Location of new plant material shall be as directed by the Engineer, and shall be installed in accordance with guidelines established by the A.N.L.A.
- All plant material not marked for removal shall be protected.
- Bituminous drives shall be sawcut 18" on either side of proposed pathway.
- The maximum longitudinal slope is 5% (up to an absolute maximum of 8½% at the direction of the Engineer) and the maximum cross slope is 2%.
- Expansion joints shall be placed at approximately 100' intervals and shall be ½" thick. Contraction joints shall be sawcut to a depth of ¼ of the depth of the concrete.
- All lumber to be pressure treated (Osmose 33 or equal) to 0.4 retention.
- All items not covered under a specific pay item shall be considered incidental.

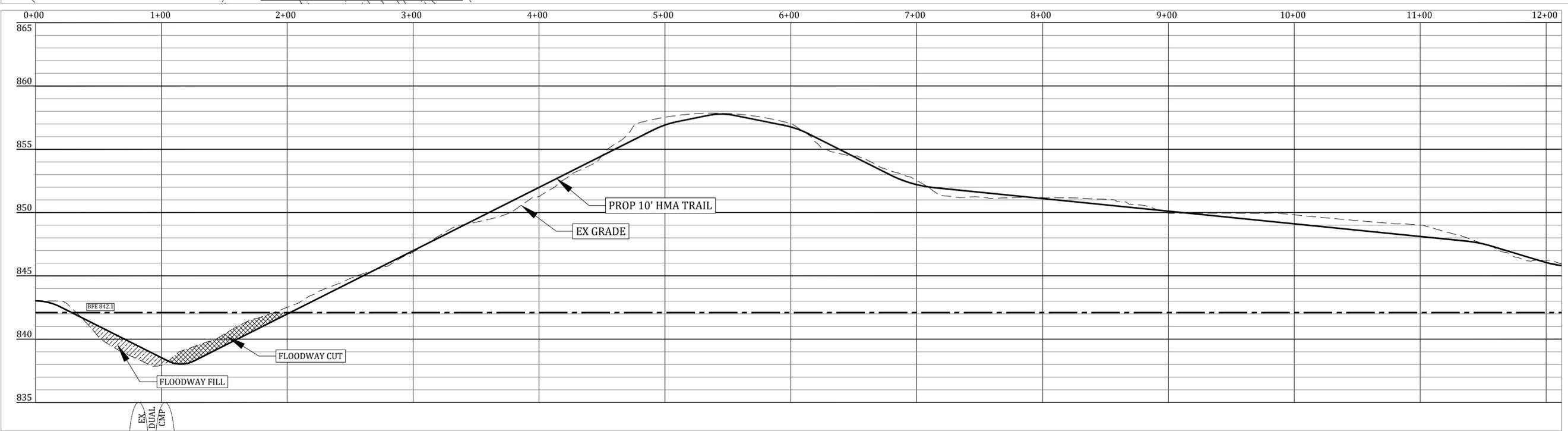
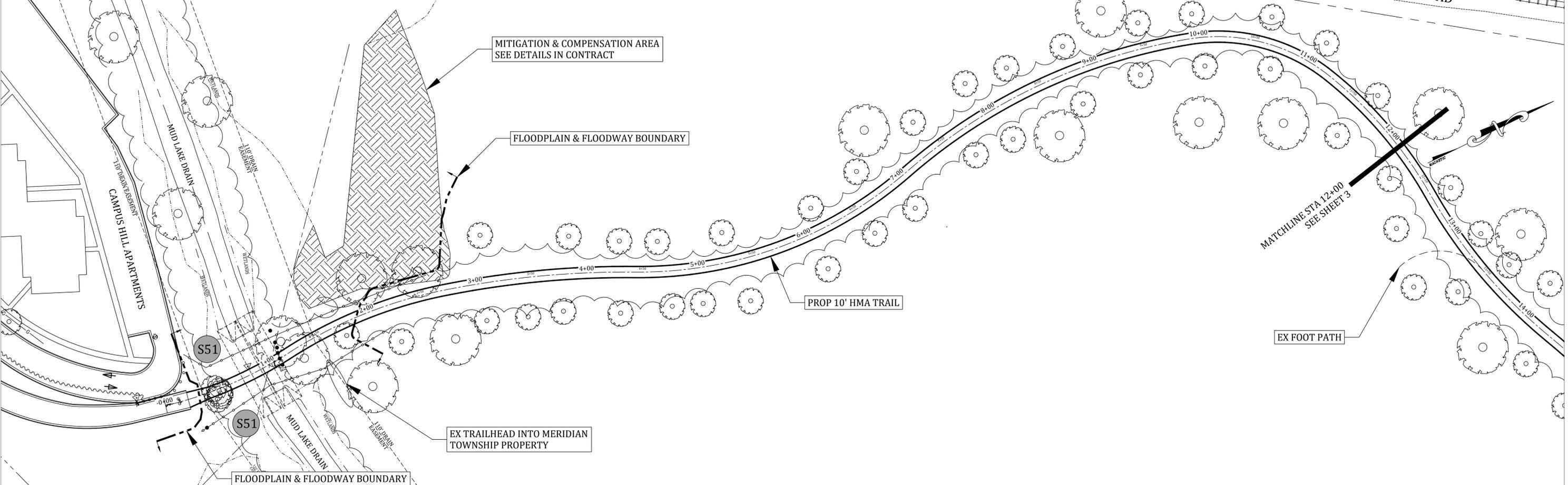
**RECOMMENDED CONSTRUCTION SCHEDULING & SEQUENCING**

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
INSTALL SESC MEASURES												
PERFORM COMPENSATING CUTS												
ROUGH GRADE FOR TRAIL												
INSTALL HMA TRAIL												
CLEANUP AND RESTORATION												
REMOVE SESC MEASURES												

**SHEET INDEX**

SHT #	TITLE
1	COVER SHEET
2	0+00 - 12+00
3	12+00 - 24+00
4	24+00 - 36+00
5	36+00 - END
6	PATHWAY DETAIL SHEET

S51 SILT FENCE Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.



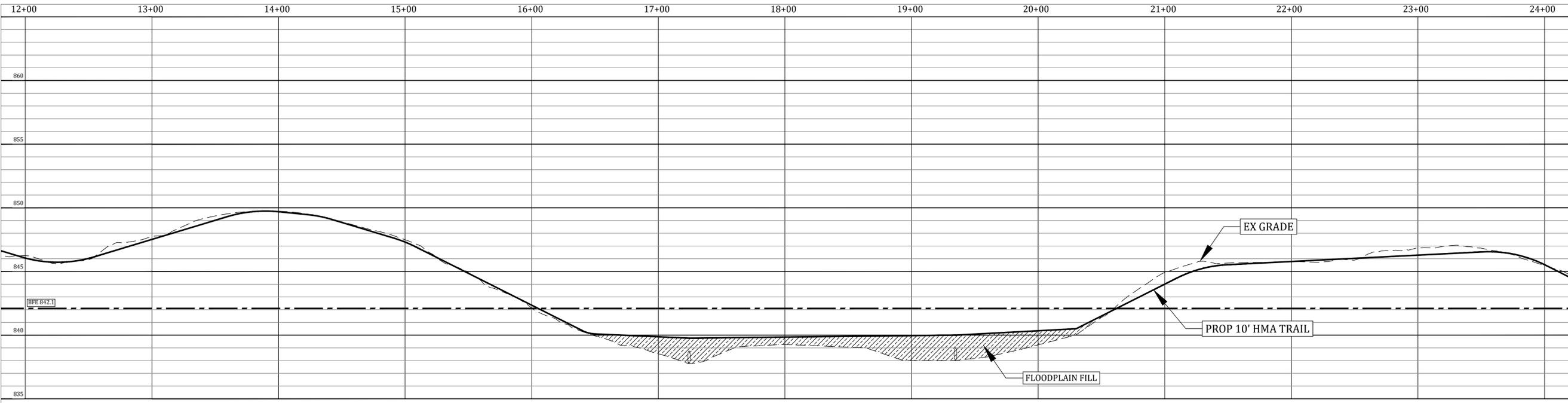
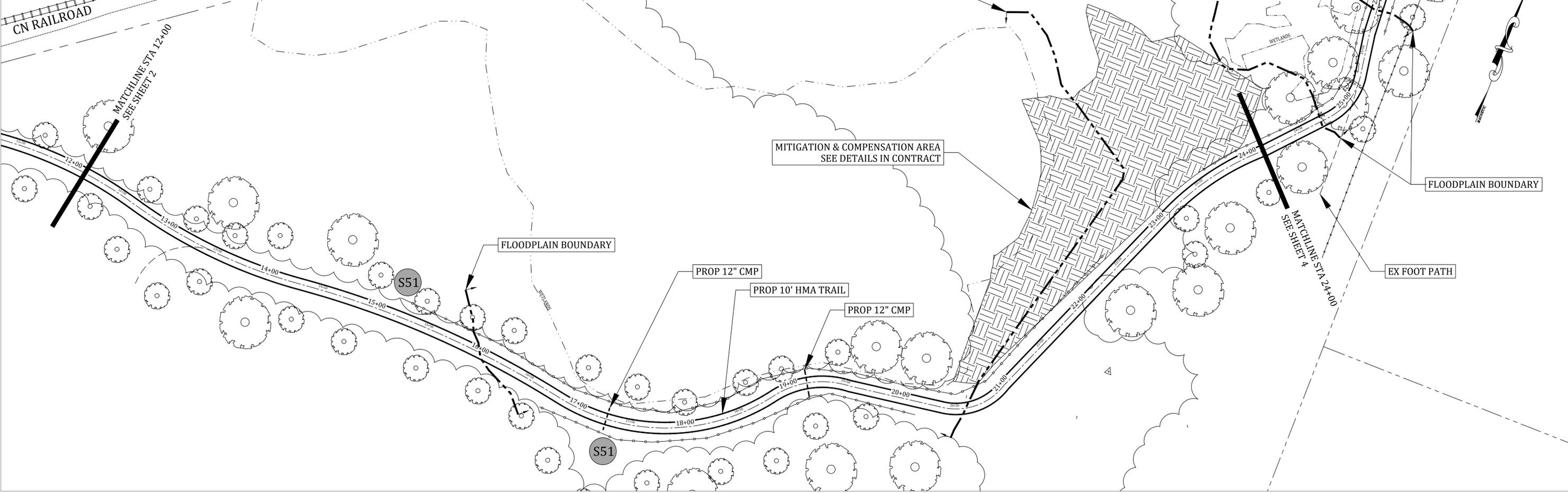
- PINE
- DECID.
- BUSH
- STUMP
- C.B.
- SAN. MH
- F.H.
- CATV BOX
- TELE. MH
- U.P. W/ GUY WIRE
- STREET SIGN
- SIGN
- SAN. MH
- STM. MH
- TELE. BOX
- WTR. MH
- CATV MH
- LIGHT
- SITE BORING
- MAILBOX
- P.I.
- C.M.P.
- C.B.
- G.V.
- F.H.
- CATV (COMCAST)
- % OF ROADS
- ELEC. (CONSUMERS)
- GAS (CONSUMERS)
- TELE. (SBC)
- PROPERTY LINE
- R.O.W. (I.C.R.C., MDOT)
- EX. SAN. MAIN
- EX. STM. (I.C.D.C.)
- EX. WTR. MAIN
- PROPOSED SAN.
- PROPOSED STM.
- PROPOSED WTR.
- PROPOSED 7' PATHWAY

**Call 811 before you dig.**

WOLVERINE PIPE LINE COMPANY 219-844-9510

<b>Meridian Charter Township</b> <b>Ingham County, Michigan</b> <b>10' WIDE OFF-ROAD TRAIL</b>		REVISIONS: DATE BY COMMENTS 12.09.22 NN Prelim Plan	
MSU TO LAKE LANSING CONNECTOR TRAIL, PHASE II GRAND RIVER AVE - OKEMOS ROAD STA 0+00 - STA 12+00		SCALE: 1" = 40' HOR 1" = 4' VERT	
DRAWN BY: NN 12.09.22	CHECKED BY: YI	SHEET 2 OF 6	

S51 SILT FENCE Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.



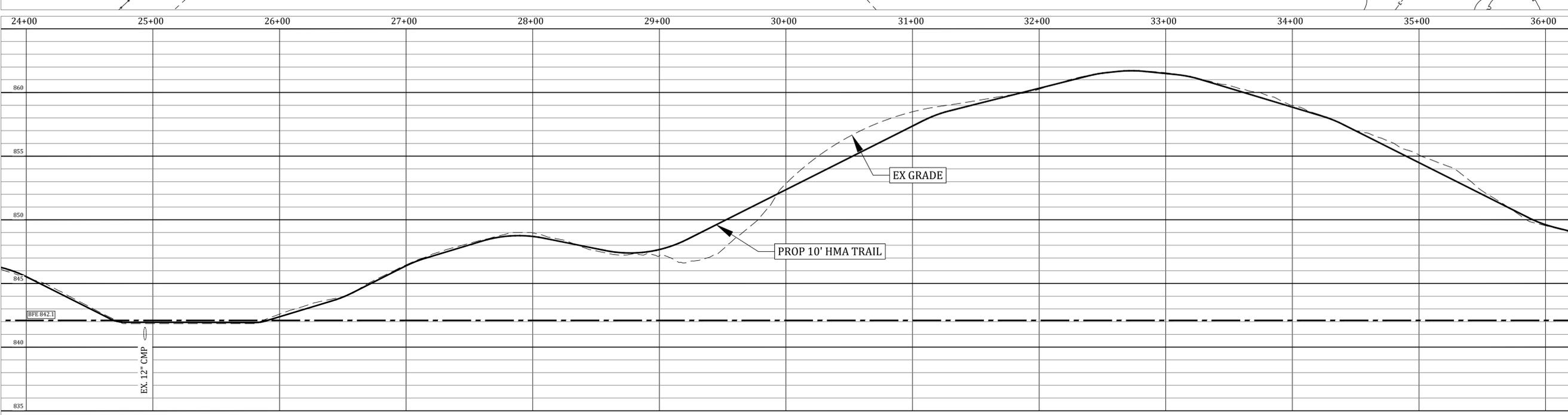
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- PROPOSED STM.
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WOLVERINE PIPE LINE COMPANY 219-844-9510

<b>Meridian Charter Township</b> <b>Ingham County, Michigan</b> <b>10' WIDE OFF-ROAD TRAIL</b>		REVISIONS: DATE BY COMMENTS 12.09.22 NN Prelim Plan	
MSU TO LAKE LANSING CONNECTOR TRAIL, PHASE II GRAND RIVER AVE - OKEMOS ROAD STA 12+00 - STA 24+00		SCALE: 1" = 40' HOR 1" = 4' VERT	
DRAWN BY: NN 12.09.22	CHECKED BY: YI	SHEET 3 OF 6	

S51 SILT FENCE Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.



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WOLVERINE PIPE LINE COMPANY 219-844-9510

Meridian Charter Township  
 Ingham County, Michigan  
**10' WIDE OFF-ROAD TRAIL**

MSU TO LAKE LANSING CONNECTOR TRAIL, PHASE II  
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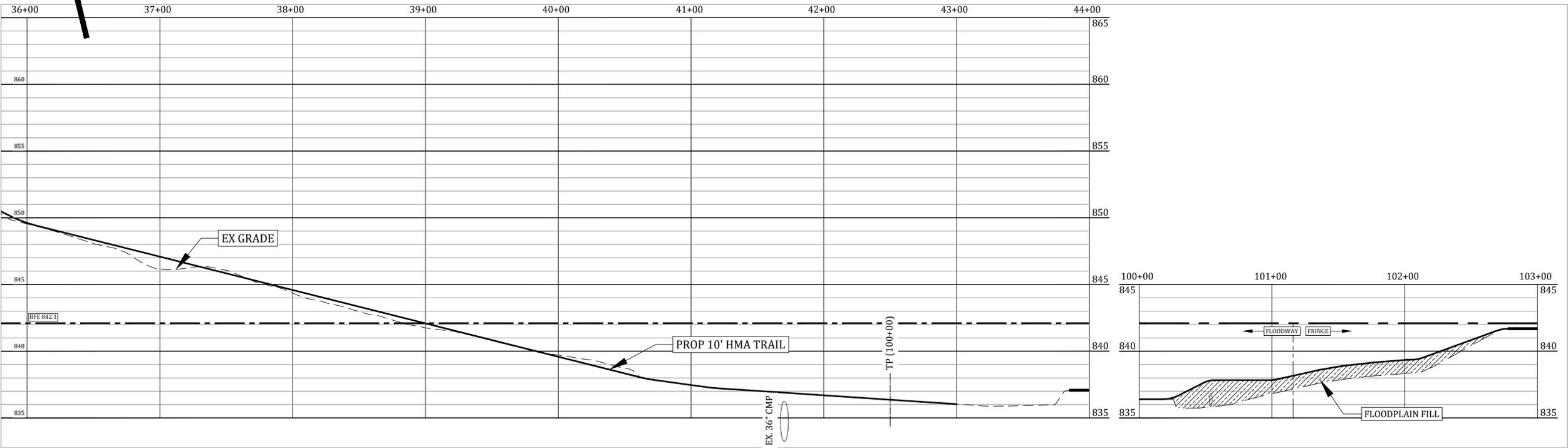
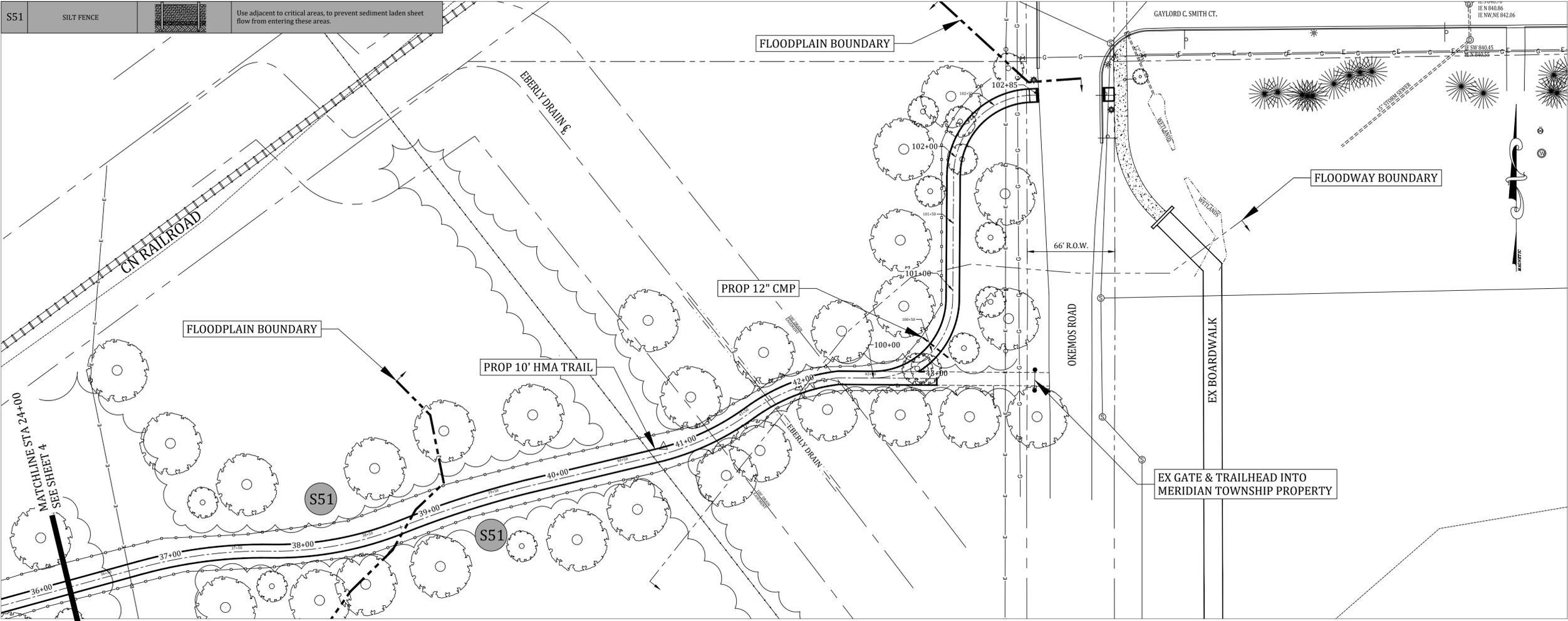
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REVISIONS:		
DATE	BY:	COMMENTS:
12.09.22	NN	Prelim Plan

SCALE:  
 1" = 40' HOR  
 1" = 4' VERT

SHEET 4 OF 6

S51 SILT FENCE Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.



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**Call 811 before you dig.**

WOLVERINE PIPE LINE COMPANY 219-844-9510

**Meridian Charter Township  
Ingham County, Michigan**

**10' WIDE OFF-ROAD TRAIL**

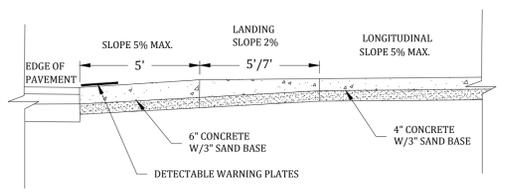
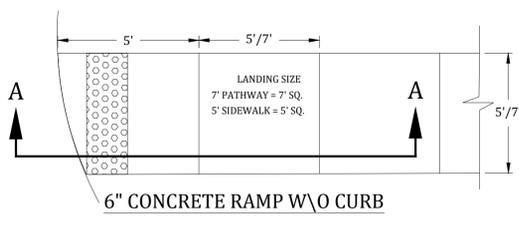
MSU TO LAKE LANSING CONNECTOR TRAIL, PHASE II  
GRAND RIVER AVE - OKEMOS ROAD  
STA 36+00 - END

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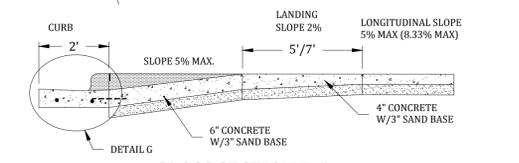
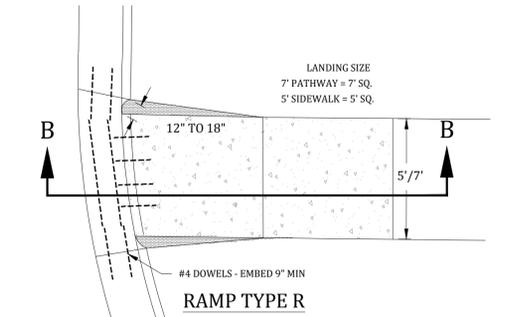
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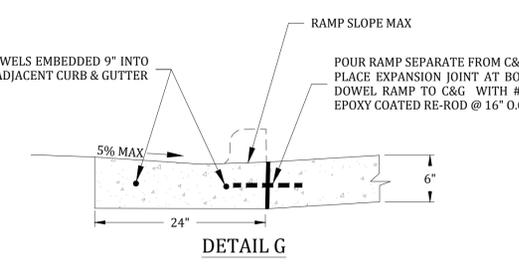
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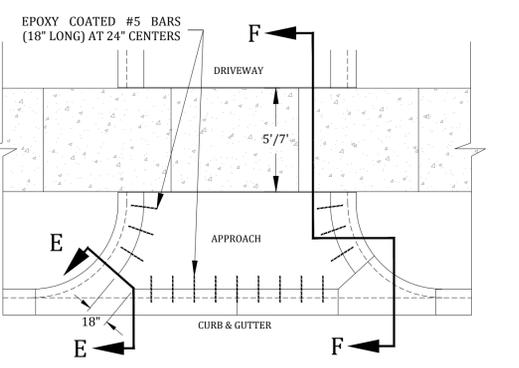
CROSS SECTION A-A



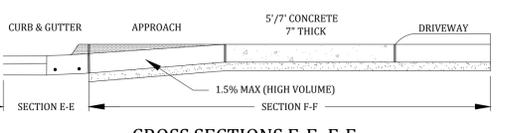
CROSS SECTION B-B



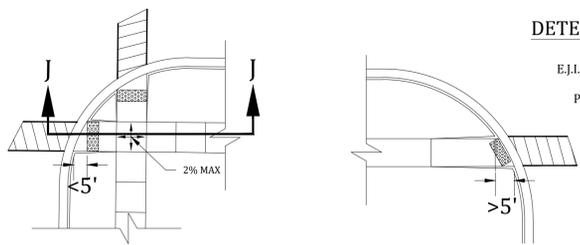
DETAIL G



TYP. COMMERCIAL DRIVEWAY PLAN

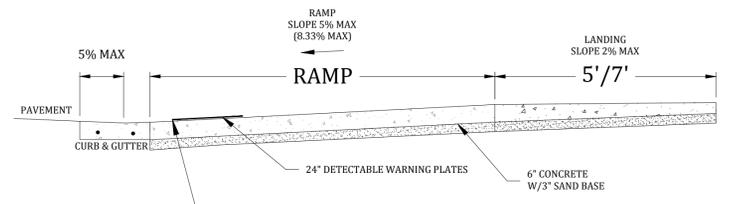


CROSS SECTIONS E-E, F-F



RAMPS LOCATED IN RADIUS

RAMP LOCATED IN RADIUS

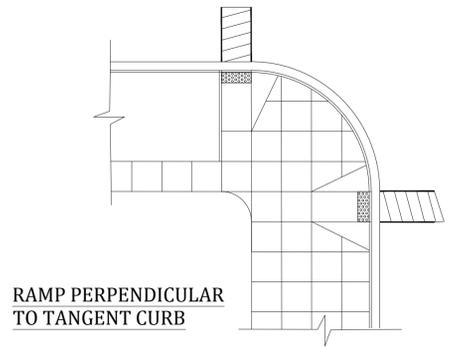


SECTION J-J

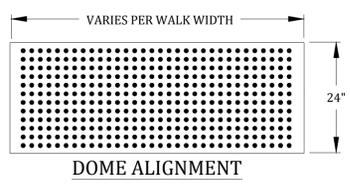
GRADE BREAKS AT THE TOP AND BOTTOM OF PERPENDICULAR CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL. AT LEAST ONE END OF THE BOTTOM GRADE BREAK SHALL BE AT THE BACK OF CURB.

DETECTABLE WARNING DETAILS

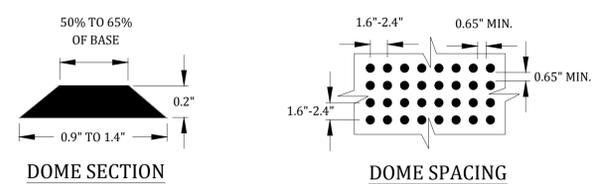
E.J.L.W. 7005 DETECTABLE WARNING PLATE  
SIZES AVAILABLE 12", 18" & 24"  
PLATES MUST BE ASPHALTIC COATED



RAMP PERPENDICULAR TO TANGENT CURB

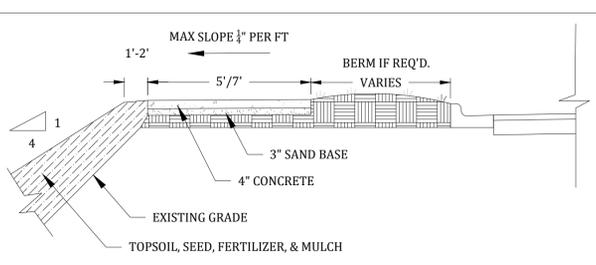


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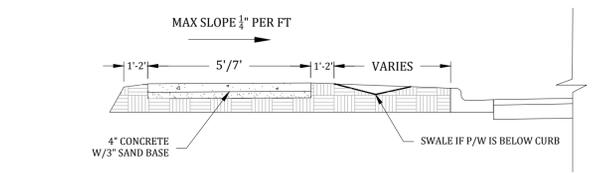


DOME SECTION

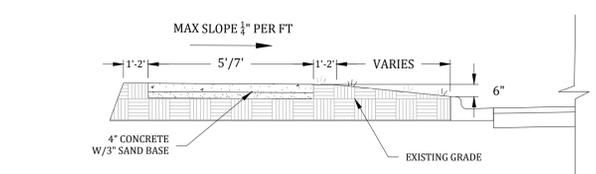
DOME SPACING



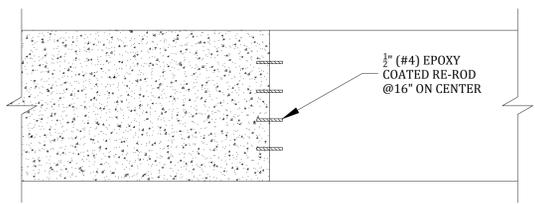
EMBANKMENT & BERM CROSS SECTION



SWALE CROSS SECTION

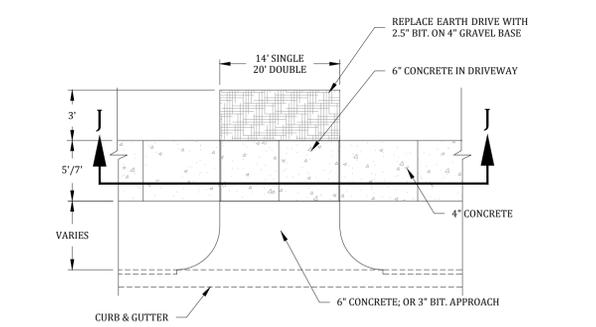


TYPICAL CROSS SECTION

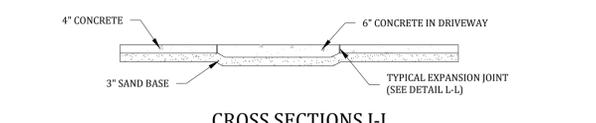


CONCRETE PINNING DETAIL

CROSS SECTION- (NO SCALE)

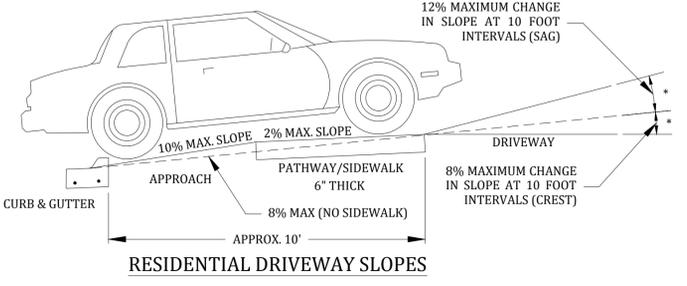


TYP. RESIDENTIAL DRIVEWAY PLAN

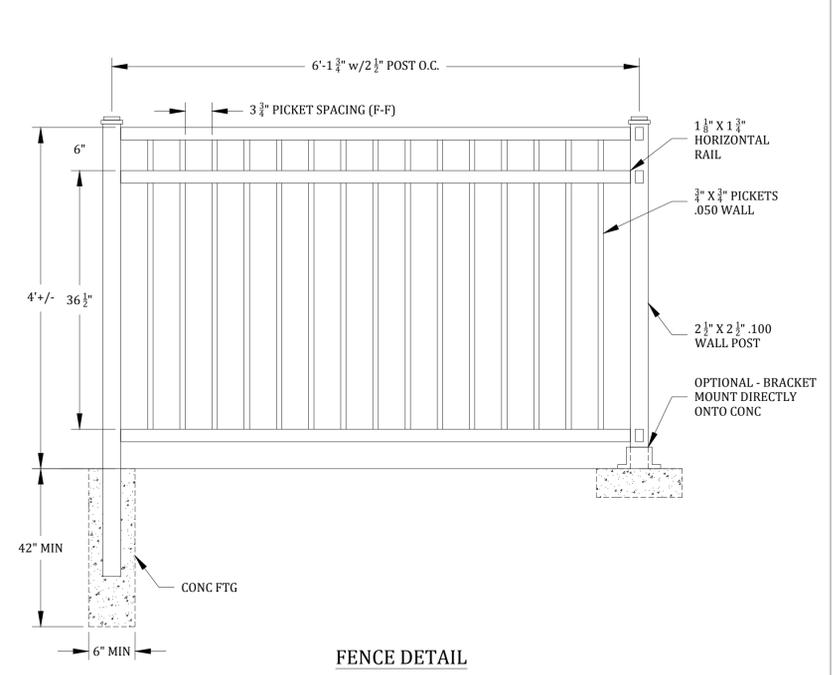


CROSS SECTIONS J-J

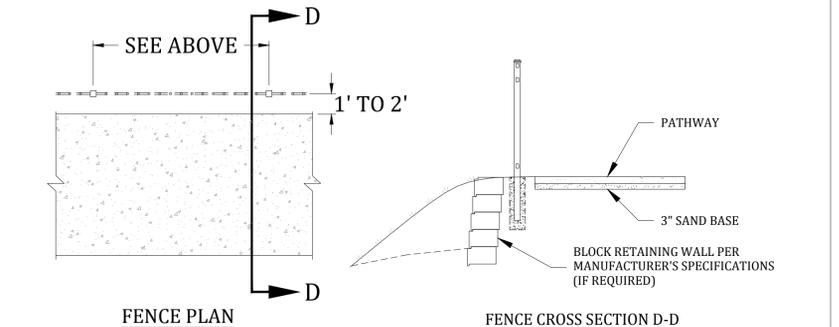
- GENERAL NOTES
1. SIDEWALKS/PATHWAYS SHALL BE 4" THICK CONCRETE EXCEPT AT DRIVEWAYS.
  2. SIDEWALKS/PATHWAYS THRU DRIVES SHALL BE: 6" (RESIDENTIAL); 7" (MULTI-RESIDENTIAL & COMMERCIAL)
  3. 3" OF COMPACTED SAND BASE SHALL BE PLACED UNDER ALL SIDEWALKS/PATHWAYS.
  4. ALL BITUMINOUS APRONS SHALL BE 2 1/2" THICK UNLESS NOTED OTHERWISE
  5. PROPERTY IRONS SHALL BE MAINTAINED BY THE CONTRACTOR.
  6. ALL EXISTING CONCRETE AND BITUMINOUS TO BE REMOVED SHALL BE SAWCUT. ALL CONCRETE AND BITUMINOUS REMOVAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
  7. ALL AGGREGATE BASE SHALL BE 22A, 4" THICK.
  8. ALL TREE AND BUSH REMOVAL SHALL BE CONSIDERED PART OF SUB-GRADE PREPARATION.
  9. LOCATION OF NEW PLANT MATERIAL SHALL BE AS DIRECTED BY THE ENGINEER, AND SHALL BE INSTALLED IN ACCORDANCE WITH GUIDELINES ESTABLISHED BY THE A.A.O.N.
  10. ALL PLANT MATERIAL NOT MARKED FOR REMOVAL SHALL BE PROTECTED.
  11. BITUMINOUS DRIVES SHALL BE SAWCUT 18" ON EITHER SIDE OF PROPOSED PATHWAY.



RESIDENTIAL DRIVEWAY SLOPES



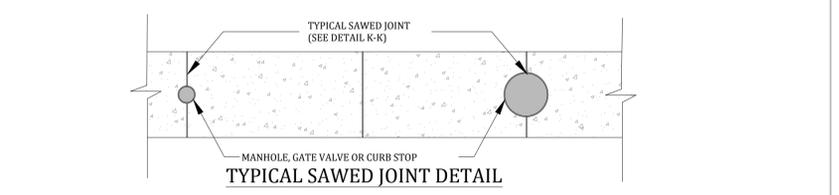
FENCE DETAIL



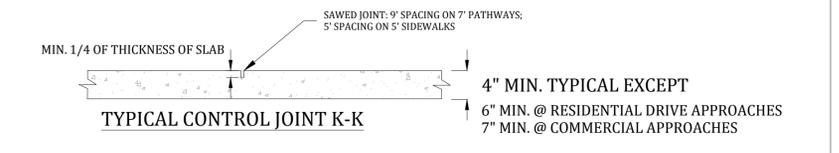
FENCE PLAN

FENCE CROSS SECTION D-D

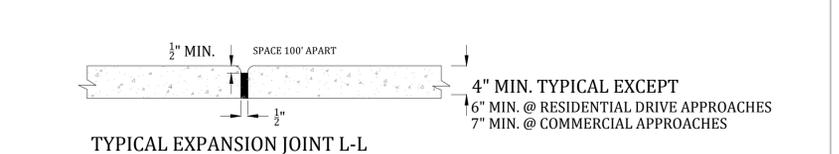
NOTE: FENCE POSTS CAN BE ANCHORED TO THE PATHWAY, THEN PATHWAY MUST BE WIDENED TO EIGHT FEET



TYPICAL SAWED JOINT DETAIL



TYPICAL CONTROL JOINT K-K



TYPICAL EXPANSION JOINT L-L

Meridian Charter Township  
Ingham County, Michigan  
ENGINEERING

5' SIDEWALK & 7' PATHWAY  
DETAIL SHEET

REVISIONS:		
DATE:	BY:	COMMENTS:
04/30/03	JG	ADD REBAR TO CURB & GUTTER
08/01/05	JG	CLARIFY RAMP DETAILS
12/20/06	JG	FENCE POST IN PVC PIPE W/SAND
12/29/08	JG	RAMPS W/ DETECTABLE WARNING PLATES
08/14/09	NN	LANDING CROSS SECTIONS
03/18/16	JG	DOWEL DETAIL FOR NEW/EX CONCRETE
01/22/18	NN	SPEC & DETAIL SHEET OVERHAUL
04/12/19	NN	FENCE & RET. WALL REVISION
12/03/20	NN	FENCE REVISION

DRAWN BY: JG 08/01/05 CHECKED BY: YI 08/01/05

SCALE: NONE  
PAGE: 6 OF 6  
PATHWAY DETAIL SHEET 2021.DWG



**To: Planning Commission**

**From: Brian Shorkey, Senior Planner**

**Date: April 21, 2023**

**Re: Special Use Permit #23011 (Herbana), to construct a medical marijuana provisioning center at 2119A Haslett Road, Haslett, MI 48840.**

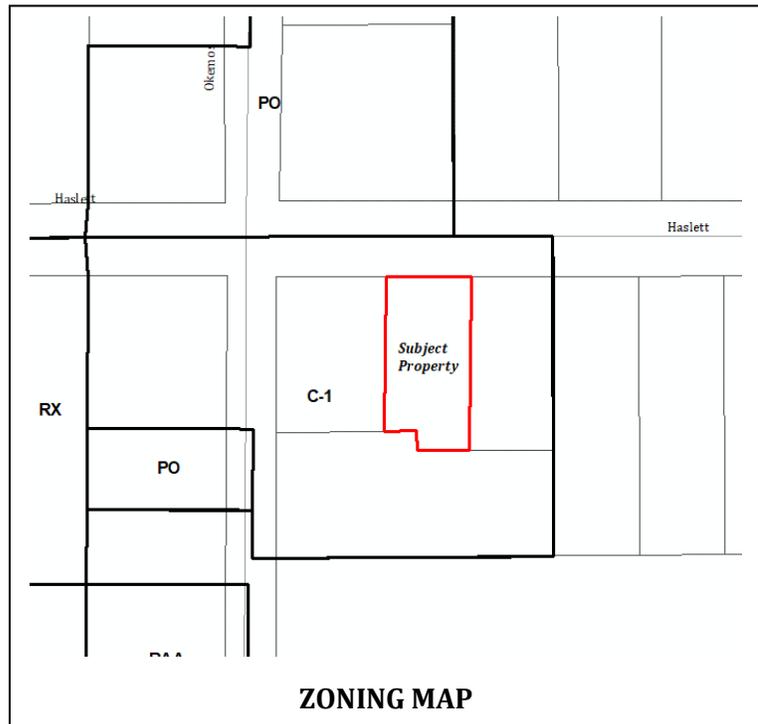
Haslett Holdings Inc. (Applicant) has submitted a Special Use Permit (SUP) application for the construction of a 4,000 square foot medical marijuana provisioning center at 2119A Haslett Road, Haslett, MI 48840 (Subject Property). The Subject Property is approximately 1.92 acres in size and is zoned C-1 – Commercial.

Sec. 40-30 (e)(3) of the Township Code of Ordinances requires a successful medical marijuana applicant to apply for a special use permit, as provided in Sec. 86-124, within 60 days or issuance of a conditional approval for a medical marijuana facility permit. This SUP application fulfills that requirement and is identical to the SUP application that the Planning Commission reviewed and recommended for approved in 2019 (SUP #19131). Construction started and stopped after SUP #19131 was approved and the approval expired before Covid19 affected the community.

The Applicant is planning on finishing the remodel to the existing suite on the commercial strip on the southeast corner of Haslett and Okemos Roads.

#### **Zoning and Future Land Use**

The Subject Property is located in the C-1 – Commercial zoning district. The same zoning designation applies to the adjacent properties and the west, east, and south. The property to the north is zoned PO – Professional Office. The property to the east of the commercial strip center is zoned RR – Rural Residential.



**Special Use Permit #23011 (Herbana)  
Planning Commission (April 24, 2023)  
Page 2**

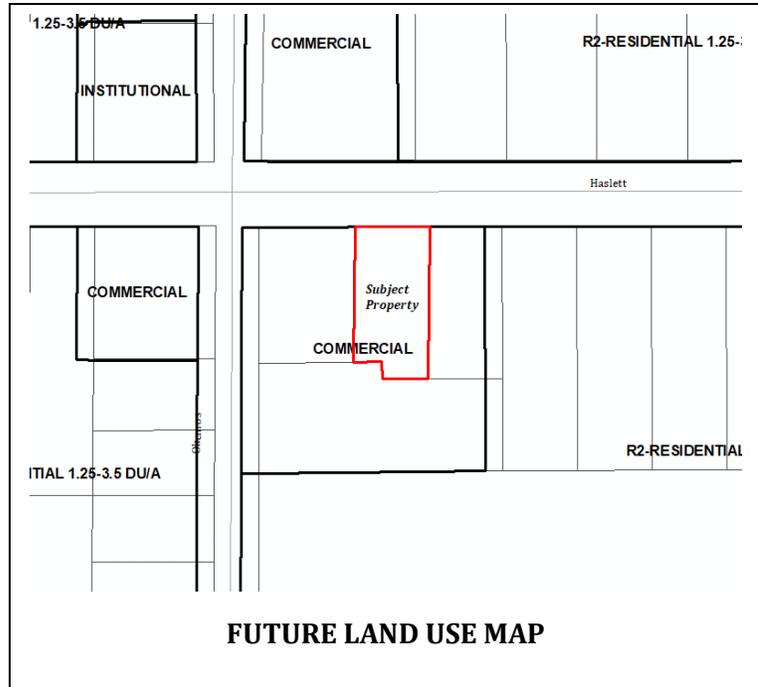
The 2017 Master Plan designates the subject site as Commercial. This designation applies to the properties adjacent to the north, west, and south. The remainder of the strip center is designated as Commercial as well, but the property adjacent to the strip center to the east is designated as R2 - Residential.

**Staff Analysis**

Applications for special land use permits are reviewed under Sec. 86-126 in the Zoning Ordinance. Based on that review, Staff has the following comments:

1. The Subject Property lies within Medical Marijuana Overlay Area 1. This has been approved of one of only seven areas in the Township where medical marijuana facilities are allowed. The proposed use conforms with this.
2. The proposed medical marijuana dispensary conforms with the Subject Property's zoning and Future Land Use designations.
3. The material attached to the medical marijuana application, approved on January 23, 2023, detailed the safety and odor control that was being proposed by the Applicant. The safety and odor control systems meet the Township's requirements.
4. The Subject Property is adequately served by water and sewer. An attached traffic assessment verifies that the existing roads are capable of handling the traffic and no traffic study is required.
5. A sign plan was submitted as required by Sec. 40-30. The proposed signage meets the requirements of the Township sign ordinance.

Based on the information provided by the Applicant, Staff has identified no major concerns that would negatively impact surrounding properties or the Township at large while reviewing the proposed Special Use Permit. If the project is approved by the Planning Commission and the Township Board, the applicant will be required to submit for Site Plan Review before work on the project can begin. Site Plan Review is a detailed staff-level analysis of the project which includes reviews of storm water, utilities, landscaping, grading, and other issues to ensure compliance with all applicable ordinances as well as confirmation of approvals from local agencies such as the Ingham County Drain Commissioner's Office and Road Department.



**Planning Commission Options**

The Planning Commission has the option to recommend approval, approval with conditions, or denial of Special Use Permit #23011. A resolution will be provided at a future meeting.

**Attachments**

1. SUP permit application with attachments, dated March 20, 2023 and received by the Township on March 20, 2023.
2. Sign permit and attached sign plan, dated March 20, 2023 and received by the Township on March 20, 2023.

**CHARTER TOWNSHIP OF MERIDIAN  
DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT  
5151 MARSH ROAD, OKEMOS, MI 48864  
PLANNING DIVISION PHONE: (517) 853-4560, FAX: (517) 853-4095**

**SPECIAL USE PERMIT APPLICATION**

**Before submitting this application for review, an applicant may meet with the Director of Community Planning and Development to discuss the requirements for a special use permit and/or submit a conceptual plan for review to have preliminary technical deficiencies addressed prior to submittal of the application. If the property or land use is located in the following zoning districts RD, RC, RCC, RN then the applicant must meet with the Planning Director to discuss technical difficulties before filing a formal application.**

**Part I**

- A. Applicant Haslett Gallery Inc.  
 Address of Applicant 106 N. Fourth Ave. Ste. 302 Ann Arbor, MI 48104  
 Telephone - Work 734.474.5881 Home \_\_\_\_\_ Fax \_\_\_\_\_ Email james@arborholdings.com  
 Interest in property (circle one): Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Option \_\_\_\_\_ Other \_\_\_\_\_  
 (Please attach a list of all persons with an ownership interest in the property.)
- B. Site address / location / parcel number 2119A Haslett Rd. Haslett, MI 48840  
 Legal description (please attach if necessary) Please see Attached Site Plan - Attachment A  
 Current zoning C-1 Commercial  
 Use for which permit is requested / project name Medical Marhuana Provisioning Center  
 Corresponding ordinance number Charter Township Of Meridian, Code of Ordiances, Chapter 40
- C. Developer (if different than applicant) N/A  
 Address \_\_\_\_\_  
 Telephone – Work \_\_\_\_\_ Home \_\_\_\_\_ Fax \_\_\_\_\_
- D. Architect, Engineer Planner or Surveyor responsible for design of project if different from applicant:  
 Name LSG Engineers & Surveyors, INC.  
 Address 3135 Pine Tree Road, Suite D, Lansing MI 48911  
 Telephone – Work 517.393.2902 Home \_\_\_\_\_ Fax 517.393.2608
- E. Acreage of all parcels in the project: Gross 1.92 Net 1.92
- F. Explain the project and development phases: This project encompasses doing a slight renovation on a current 1,510 sq ft suite located in the 16,617 sq ft building in order to open a licensed medical marihuana provisioning center.
- G. Total number of: The answers to G and H encompass the entire building and site  
 Existing: structures 1 bedrooms 0 offices 7 parking spaces 87 carports 0 garages 0 Type text here  
 Proposed: structures 0 bedrooms 0 offices 0 parking spaces 0 carports 0 garages 0
- H. Square footage: existing buildings 16,617 proposed buildings 0  
 Usable Floor area: existing buildings 16,617 proposed buildings N/A
- I. If employees will work on the site, state the number of full time and part time employees working per shift and hours of operation: Please see Attached Employment chart - Attachment B
- J. Existing Recreation: Type N/A Acreage 0  
 Proposed Recreation: Type N/A Acreage 0  
 Existing Open Space: Type Green Area Acreage .36  
 Proposed Open Space: Type N/A Acreage 0



- M. Any other information specified by the Director of Community Planning and Development which is deemed necessary to evaluate the application.
- N. In addition to the above requirements, for zoning districts, **RD, RC, RCC, RN, and CV** and **Group Housing Residential Developments** the following is required:
1. Existing and proposed contours of the property at two foot intervals based on United States Geological Survey (USGS) data.
  2. Preliminary engineering reports in accordance with the adopted Township water and sewer standards, together with a letter of review from the Township Engineer.
  3. Ten copies of a report on the intent and scope of the project including, but not limited to: Number, size, volume, and dimensions of buildings; number and size of living units; basis of calculations of floor area and density and required parking; number, size, and type of parking spaces; architectural sketches of proposed buildings.
  4. Seven copies of the project plans which the Township shall submit to local agencies for review and comments.
- O. In addition to the above requirements, a special use application in zoning district **RP** requires the following material as part of the site plan:
1. A description of the operations proposed in sufficient detail to indicate the effects of those operations in producing traffic congestion, noise, glare, air pollution, water pollution, fire hazards or safety hazards or the emission of any potentially harmful or obnoxious matter or radiation.
  2. Engineering and architectural plans for the treatment and disposal of sewerage and industrial waste tailings, or unusable by-products.
  3. Engineering and architectural plans for the handling of any excessive traffic congestion, noise, glare, air pollution, or the emission of any potentially harmful or obnoxious matter or radiation.
- P. In addition to the above requirements, a special use application for a use in the Floodway Fringe of zoning district **CV** requires the following:
1. A letter of approval from the State Department of Environmental Quality.
  2. A location map including existing topographic data at two-foot interval contours at a scale of one inch representing 100 feet.
  3. A map showing proposed grading and drainage plans including the location of all public drainage easements, the limits, extent, and elevations of the proposed fill, excavation, and occupation.
  4. A statement from the County Drain Commissioner, County Health Department, and Director of Public Works and Engineering indicating that they have reviewed and approved the proposal.
- Q. In addition to the above requirements, a special use application for a use in the Groundwater Recharge area or zoning district **CV** requires the following:
1. A location map including existing topographic data at two-foot interval contours.
  2. A map showing proposed grading and drainage plans including the location of all public drainage easements, the limits and extent of the proposed fill, excavation, and occupation.
  3. A statement from the County Drain Commissioner, County Health Department, and Director of Public Works and Engineering indicating that they have reviewed and approved the proposal.
- R. In addition to the above requirements, the Township Code of Ordinances, Article VI, should be reviewed for the following special uses: group housing residential developments, mobile home parks, nonresidential structures and uses in residential districts, planned community and regional shopping center developments, sand or gravel pits and quarries, sod farms, junk yards, sewage treatment and disposal installations, camps and clubs for outdoor sports and buildings greater than 25,000 square feet in gross floor area.

**Part II**

**SUP REQUEST STANDARDS**

PLEASE see Attachment G

PLEASE see Attachment G

**Township Code of Ordinances, Section 86-126**

**Applications for Special Land Uses will be reviewed with the standards stated below. An application that complies with the standards stated in the Township Ordinance, conditions imposed pursuant to the Ordinance, other applicable Ordinances, and State and Federal statutes will be approved. Your responses to the questions below will assist the Planning Commission in its review of your application.**

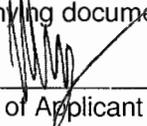
- (1) The project is consistent with the intent and purposes of this chapter.
- (2) The project is consistent with applicable land use policies contained in the Township's Master Plan of current adoption.
- (3) The project is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.
- (4) The project will not adversely affect or be hazardous to existing neighboring uses.
- (5) The project will not be detrimental to the economic welfare of surrounding properties or the community.
- (6) The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service.
- (7) The project is adequately served by public sanitation facilities if so designed. If on-site sanitation facilities for sewage disposal, potable water supply, and storm water are proposed, they shall be properly designed and capable of handling the longterm needs of the proposed project.
- (8) The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.
- (9) The project will not directly or indirectly have a substantial adverse impact on the natural resources of the Township, including, but not limited to, prime agricultural soils, water recharge areas, lakes, rivers, streams, major forests, wetlands, and wildlife areas.

**Part III**

I (we) hereby grant permission for members of the Charter Township of Meridian's Boards and/or Commissions, Township staff member(s) and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purpose of gathering information including but not limited to the taking and the use of photographs.

Yes     No    (Please check one)

By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate

  
 \_\_\_\_\_  
 Signature of Applicant  
 James Daly

3/20/23  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
Type/Print Name

Fee: \_\_\_\_\_

Received by/Date: \_\_\_\_\_

**Special Use Permit Application Attachment**  
**Site Plan Requirements Per Section 86-124(c)(4)**

Please see Attachment A

A site plan, drawn to a legible scale, containing the following information where applicable:

- a. Boundaries of the subject property.
- b. Total area of the subject property.
- c. Location of all existing and proposed structures.
- d. Approximate location and distance of all structures within 100 feet of the subject property.
- e. Uses of existing and proposed buildings, on the subject site.
- f. Proposed means of vehicular and pedestrian ingress and egress to the subject property.
- g. Public and private roads and streets, rights-of-way, and easements, indicating names and widths, which abut or cross the site.
- h. Existing and proposed parking spaces, and vehicular and pedestrian circulation patterns.
- i. The buildable area of the subject property indicating all required setbacks, yards and open space.
- j. Zoning classification of the subject and adjacent properties.
- k. Existing and proposed fencing, screening, landscaping, and buffers.
- l. Location and sizes of existing utilities including power lines and towers, both above and below the ground.
- m. Amount and location of all impervious surfaces.
- n. The verified boundaries of all natural water features and required setback lines.

# Attachment A

**LEGAL DESCRIPTION:**

PARCEL A (TAX ID 33-02-09-427-026)  
 LOT 42 AND LOT 43, EXCEPT THE SOUTH 156 FEET,  
 PLEASANT ACRES, AS RECORDED IN LIBER 13 OF PLATS,  
 PAGE 50, INGHAM COUNTY RECORDS

PARCEL B (TAX ID 33-02-09-427-027)  
 LOT 44, EXCEPT THE WEST 45 FEET OF THE SOUTH 156'  
 AND EXCEPT THE EAST 70 FEET OF THE SOUTH 129.5 FEET,  
 PLEASANT ACRES, AS RECORDED IN LIBER 13 OF PLATS,  
 PAGE 50, INGHAM COUNTY RECORDS

PARCEL C (TAX ID 33-02-09-427-028)  
 LOT 45, EXCEPT THE SOUTH 129.5 FEET, PLEASANT ACRES,  
 AS RECORDED IN LIBER 13 OF PLATS, PAGE 50, INGHAM  
 COUNTY RECORDS

**GENERAL NOTES:**

- 1) A current Title Commitment and Schedule B Section II Supportive Documentation has not been furnished. The effect of easements upon this parcel, other than indicated, are unknown.
- 2) Base drawing information obtained from LSG Project No. 00.1236, dated January 22, 2003.
- 3) The location of certain improvements, including sidewalks along Haslett Road and Okemos Road and general revisions are the result of Google Earth aerial imagery and field observations.
- 4) Per internet search, there are no public or private K-12 schools within 1,000 feet or any known churches, places of worship or other religious facilities, libraries, preschools, or licensed childcare centers within 500 feet of the subject property.

**SITE DATA**

TOTAL SITE AREA: 1.92 AC / 83,804 SQ. FT.

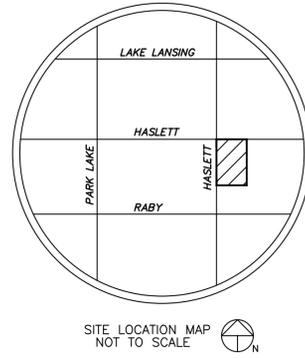
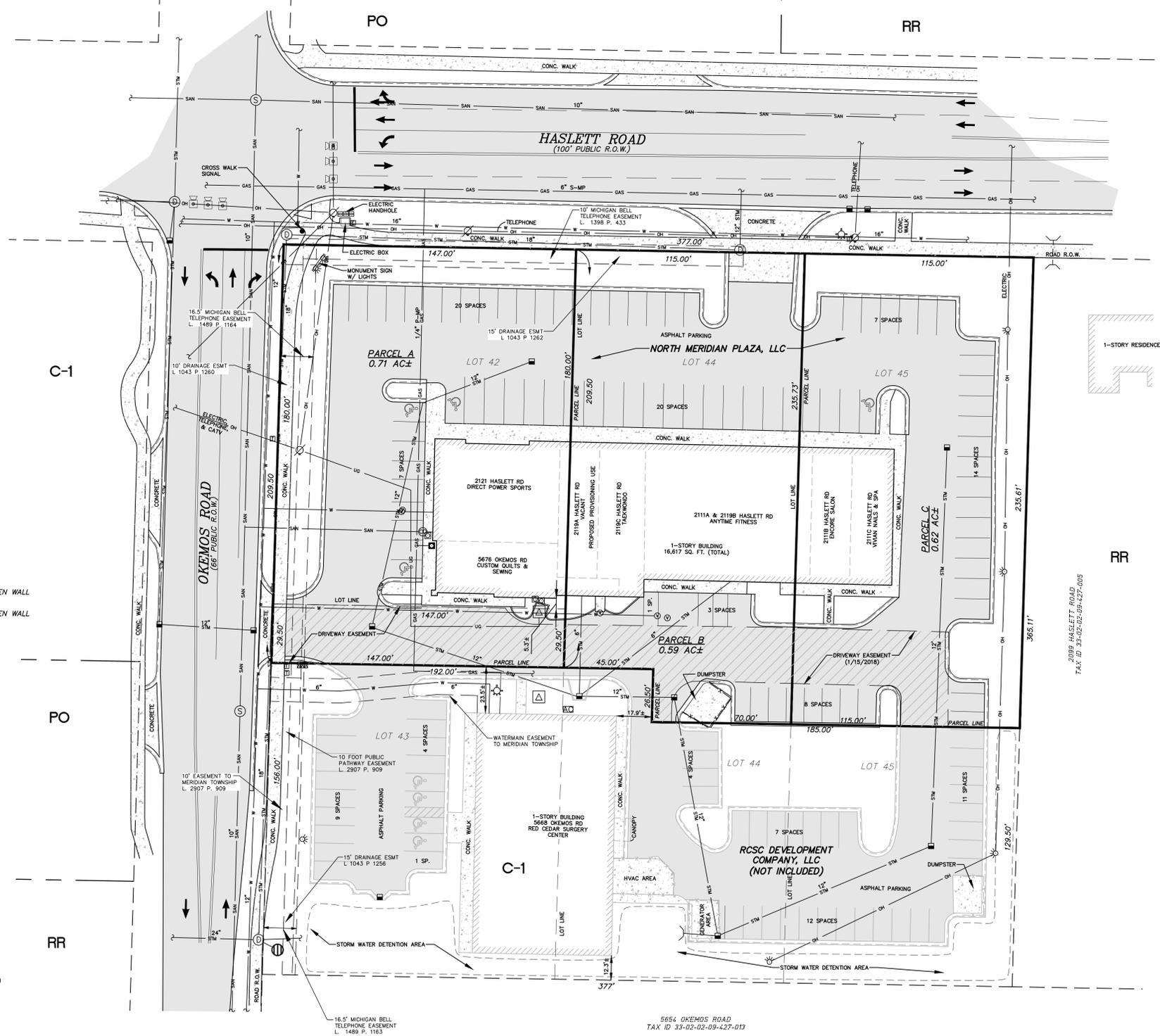
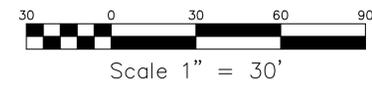
**PARKING PROVIDED:**  
 REGULAR SPACES: 83 SPACES  
 ADA SPACES: 4 SPACES  
 TOTAL PROVIDED: 87 SPACES

**SETBACKS:** FRONT: 100'  
 REAR: 50' WHERE ADJACENT TO RESIDENTIAL  
 35' ADJACENT TO RESIDENTIAL W/ SCREEN WALL  
 SIDE: 50' WHERE ADJACENT TO RESIDENTIAL  
 35' ADJACENT TO RESIDENTIAL W/ SCREEN WALL

**OPEN SPACE:** 15,330 SQ. FT. / 0.36 AC

**IMPERVIOUS AREA:** 67,954 SQ. FT. / 1.56 ACRES

**ZONING CLASSIFICATION:** C-1



**LEGEND:**

- ⊕ = STORM MANHOLE
- ⊕ = CATCHBASIN
- STM — = STORM LINE
- ⊕ = SANITARY MANHOLE
- SAN — = SANITARY EASEMENT
- SAN — = SANITARY LINE
- ⊕ = ELECTRIC MANHOLE
- OH — = UTILITY POLE
- OH — = GUY WIRE
- OH — = OVERHEAD UTILITY LINE
- UG — = UNDERGROUND UTILITY LINE
- ⊕ = TRANSFORMER
- ⊕ = AC-UNIT
- ⊕ = TELEPHONE MANHOLE
- ⊕ = ROOF DRAIN
- ⊕ = TELEPHONE PEDESTAL
- ⊕ = ELECTRIC PEDESTAL
- ⊕ = ELECTRIC METER
- ⊕ = LIGHT POLE
- ⊕ = SIGN
- ⊕ = MONUMENT SIGN
- ⊕ = WATER MANHOLE
- ⊕ = WELL
- ⊕ = WATER LINE
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = MONITORING WELL
- ⊕ = GAS METER
- ⊕ = GAS VALVE
- ⊕ = GAS LINE
- X — X — = FENCE LINE
- ⊕ = DECIDUOUS TREE
- ⊕ = CONIFEROUS TREE
- ⊕ = CURB AND GUTTER
- — — = TREE LINE
- ⊕ = SET IRON & CAP #31603
- ⊕ = FOUND IRON AS NOTED
- ⊕ = SECTION CORNER
- ⊕ = DISTANCE NOT TO SCALE
- ⊕ = YARDBASIN
- ⊕ = POST INDICATOR VALVE
- ⊕ = WALL HYDRANT
- ⊕ = MAIL BOX
- ⊕ = SATELLITE DISH
- ⊕ = ASPHALT
- ⊕ = CONCRETE
- ⊕ = RECORDED
- ⊕ = MEASURED

DATE	DESCRIPTION	REVISIONS
05/20/2019	SUP SITE PLAN	
11/13/2019	ADDED EASEMENTS AT HASLETT & OKEMOS ROADS, PARKING LOT LIGHT POLES AND GENERAL REVISIONS	
7/29/2019	FIELD UPDATE	
7/22/2019	ADDED DRIVEWAY EASEMENT	
1/18/2018	REVISED PARCEL LINES	
1/2/2018	DESCRIPTION	

**LSG**  
 Engineers & Surveyors

DOUGLAS K. RICHARDSON  
 PROFESSIONAL SURVEYOR  
 No. 31603

3135 PINE TREE ROAD  
 SUITE D  
 LANSING, MI 48911  
 PH. (517) 393-2902  
 FAX (517) 393-2608  
 www.lsg-es.com

**HASLETT GALLERY, INC.**  
 106 N 4TH AVENUE  
 ANN ARBOR, MICHIGAN 48104

**SUP SITE PLAN**  
 OF  
**MERIDIAN PLAZA**  
 MERIDIAN TOWNSHIP, INGHAM COUNTY, MI

**MISS DIG**  
**811**  
 Know what's below.  
 Call before you dig.

FILE	SUP.dwg
FIELD WORK	N/A
DRAWN BY	WSF
CHECKED BY	DKR
DATE OF PARCEL SURVEY	8/11/2017
SCALE	1" = 30'
HOR.	N/A
VERT.	N/A
PROJECT NO.	2003
SHEET NO.	1 OF 1

FILE: L:\2003 (SOUTH MERIDIAN PLAZA, HASLETT)\2019 SUP SITE PLAN\SUP.DWG - PLOT DATE: 11/15/2019 8:49 AM BY: Joseph Lev SCALE: 1:1

# Attachment B

## Attachment B – Employment and Hours of Operation

### Employment

Due to our currently operating provisioning center, HG has a comprehensive understanding of staffing needs at this location. The table below shows average daily staffing along with total staff anticipated. HG will not be working in shifts, however staffing needs will be different depending on the time of day. Finally, HG anticipates hiring full, rather than part, time employees for all positions.

Position	FTE's			Avg. Total Staff
	Avg. Daily Staffing	Morning/Afternoon Shift	Afternoon/Evening Shift	
C-Level Executives	1	0-1	0-1	2
Managers	2	1	1-2	4
Consultants	4	2	4	8
Receptionists	1.5	1	2	2
<b>Total</b>	<b>8.5</b>	<b>5</b>	<b>9</b>	<b>16</b>

### Hours of Operation

HG will operate from 8 am to 5 pm weekdays, and limited hours on weekends.

Day of Week	Hours of Operation
Monday	9:00 am to 8:00 pm
Tuesday	9:00 am to 8:00 pm
Wednesday	9:00 am to 8:00 pm
Thursday	9:00 am to 8:00 pm
Friday	9:00 am to 8:00 pm
Saturday	9:00 am to 8:00 pm
Sunday	9:00 am to 8:00 pm

# Attachment C

LEASE AGREEMENT

THIS LEASE, is made this \_\_\_1st\_\_\_ day of \_\_\_September\_\_\_ 2018, by and between **North Meridian Plaza LLC**, a Michigan Limited Liability Company (hereafter referred to as "Landlord") and **Meridian RE Ventures LLC**, a Michigan Limited Liability Company (hereafter referred to as "Tenant")

WITNESSETH:

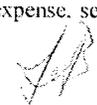
ARTICLE 1 - LEASED PREMISES

**SECTION 1.01**      **LEASED PREMISES:** Landlord, in consideration of the rents to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby leases from Landlord, subject to all the terms and conditions of this Lease including the Rules and Regulations in Exhibit C and all other reasonable rules and regulations as prescribed from time to time by Landlord, those certain premises described in Section 2.01 and 2.02, and shown on the floor plan marked Exhibit "A" attached hereto and made a part hereof (the "Leased Premises") together with the right to used in common with others entitled thereto, the Common Areas (as hereinafter defined). The term "Property" as used herein refers to the development commonly known by the "Property Names" and located at the "Property Address" specified in Section 2.01 together with the land on which the development is situated and any other improvements now or hereafter located thereon. The term "Building" as used herein refers to the building containing the Leased Premises.

ARTICLE 2 - BASIC LEASE PROVISIONS

The Section in this Article 2 that furnish data to be incorporated in other Sections of this Lease shall be deemed part of the context of this Lease when considered together with the further definitions, explanations and provisions of the applicable Sections in this Lease.

- SECTION 2.01**      **LOCATION of LEASED PREMISES:**  
Property Address:    2119 Haslett Rd, Haslett MI 48840  
Municipality:        Meridian Township  
Suite Address:        A
- SECTION 2.02**      **LEASED AREA:** 1600 square feet (approximate measurement)
- SECTION 2.03**      **LEASE TERM:** 6 Years
- SECTION 2.04**      **COMMENCEMENT DATE:** December 1<sup>st</sup> 2018
- SECTION 2.05**      **EXPIRATION DATE:** November 31st 2023
- SECTION 2.06**      **RENEWAL OPTION:** 3 - 5 Year options. Provided the Tenant has not been in any material default at any time during the Lease' the Tenant shall have the option to renew this Lease upon written notifications to Landlord at least 180 days prior to the expiration of the preceding lease period for three (3) additional five (5) year terms upon the same terms and conditions, except for a 3% annual increase in rent.
- SECTION 2.07**      **MINIMUM BASE RENT:** \$ 4,000.00 per month / \$ 48,000.00 annually with 3% annual increases.  
2<sup>nd</sup> yr \$ 4,120.00 per month / \$ 49,440.00  
3<sup>rd</sup> yr \$ 4,243.60 per month / \$ 50,923.20  
4<sup>th</sup> yr \$ 4,370.90 per month / \$ 52,450.90  
5<sup>th</sup> yr \$ 4,502.03 per month / \$ 54,024.42  
6<sup>th</sup> yr \$ 4,637.09 per month / \$ 55,645.15
- SECTION 2.08**      **CONSUMER PRICE INDEX ADJUSTMENT:** N/A
- SECTION 2.09**      **UTILITIES:** Upon Possession of the Premises. Tenant shall pay all utilities used or consumed in the Leased Premises or furnished thereto.
- SECTION 2.10**      **JANITORIAL:** Tenant shall, at Tenant's sole cost and expense, self-clean the Leased Premises.

**SECTION 2.11** NET CHARGES: Tenant shall pay Tenant's proportionate share of the "Net Charges" defined in Article 6, which include, without limitation: real estate taxes, insurance, common area utilities and common area maintenance. **Net charges are estimated at \$4.00 PSF for a total of \$ 533.33 per month in addition to the base rent.**

**SECTION 2.12** SECURITY DEPOSIT: \$ 4,000.00

**SECTION 2.13** PERMITTED USE: Properly licensed cannabis facility as approved by the State of Michigan and Meridian Township for a medical marihuana provisioning center and/or recreational use contemplated by Initiated Law 1 of 2018 The Michigan Regulation and Taxation of Marihuana Act (MRTMA) but not for processing, growing or storage for transport as contemplated by the MRTMA or Act 281 of 2016 (Medical Marihuana Facilities Licensing Act).

**SECTION 2.14** TENANT'S INSURANCE: The limits of liability under the insurance required to be carried by Tenant shall not be less than One Million Dollars (\$1,000,000.00) Combined Single Limit for both bodily injury and property damage for each occurrence.

**SECTION 2.15** RENT CHECK PAYEE: All rent and other payments required to be made by Tenant to Landlord shall be made payable to the order of: North Meridian Plaza LLC Automatic withdrawals starting on January 1, 2019

**SECTION 2.16** ADDRESS FOR PAYMENTS and NOTICES:

A. Landlord copies to:

1. North Meridian Plaza LLC  
c/o Luigi G. & Irene L. Baldino  
1812 N. College Rd Mason, MI 48854

B. Tenant copies to:

1. Meridian RE Ventures LLC  
c/o James F. Daly  
201 S 1<sup>st</sup> St Apt 701  
Ann Arbor, MI 48104

2. Benjamin D. Joffe PLLC  
106 N. Fourth Ave. Ste. 302  
Ann Arbor, MI 48104

**SECTION 3.01** ARTICLE 3 - SPECIAL LEASE PROVISIONS

CANCELATION OF LEASE BY TENANT: If the Tenant, within 18 months of the "Commencement Date" which is defined as December 1, 2018, is unable to procure the proper approvals, permits, licenses or other necessities in order to conduct a cannabis provisioning center, he shall have the option to cancel and terminate the lease at any time during the 18 months, including all covenants, obligations, and promises contained therein, with no other penalties, upon providing written notice and proof of denial to the Landlord.

ARTICLE 4 - TERM and POSSESSION

**SECTION 4.01** TERM: The term of this Lease shall be the period of time specified in Section 2.03 (the "Original Term"), commencing on the date specified in Section 2.04 (the "Commencement Date") and ending on the date specified in Section 2.05 (the "Expiration Date"). As used in this Lease, "Lease Term" shall include the Original Term and any renewal or extension thereof.

**SECTION 4.02** TENANT IMPROVEMENTS: Landlord agrees, at Tenant's cost and expense, that Tenant may perform and complete the Tenant Improvements, if any, in the Leased Premises as set generally forth in Exhibit B subject to, i) architectural plans showing all contemplated work

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which shall be subject to Landlord's approval which shall not be unreasonably be withheld; and, ii) Tenant obtaining all governmental approvals for the work. Approval of plans and obtaining of permits is not a condition precedent to the effectiveness of this Lease. Said approvals, permits and construction activity is the sole and exclusive responsibility of Tenant.

**SECTION 4.03** **TENANT'S ACCEPTANCE OF THE LEASED PREMISES:** Except for those Tenant Improvements, if any, set forth in Exhibit B of this Lease, Tenant hereby accepts the Lease Premises in the present "AS IS" condition, with all faults and defects; provided, however, if Tenant discovers a latent defect at any time during the Lease Term, then Tenant shall notify Landlord, in writing, of such defect, and Landlord shall cause same to be repaired. Should such defect be the result of action or inaction on the part of Tenant, Tenant's agents or assigns, all such costs of repair shall be borne by Tenant. Tenant's taking possession of the Leased Premises shall be conclusive evidence as against Tenant that the Leased Premises were in satisfactory condition when Tenant took possession.

**SECTION 4.04** **SURRENDER of the PREMISES:** Upon the expiration or other termination of this Lease, or upon the exercise by Landlord of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately surrender the Leased Premises to Landlord together with all alterations, improvements, additions, fixtures and appurtenances thereto, in broom-clean condition and in good order, condition and repair (ordinary wear and tear excepted), failing which Landlord may restore the Leased Premises to such condition at Tenant's expense. Tenant shall also surrender all keys to the Leased Premises to Landlord at the place then established for the payment of rent. Upon or prior to the expiration or other termination of this Lease or of Landlord taking possession of the Leased Premises, Tenant shall remove Tenant's equipment, furniture, trade fixtures and all other items of property on the Leased Premises (including all exterior and interior signs) not belonging to landlord. Tenant shall, at Tenant's expense, promptly repair any damage caused by any such removal, and shall restore the Leased Premises to the condition existing prior to the installation of the items so removed. If Tenant shall fail or refuse to remove any such property from the Leased Premises pursuant to this Section, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost to Landlord either by set off, credit, allowance or otherwise, and Landlord may, at Landlord's option, accept title to such property, and, whether or not Landlord accepts such title, Landlord may at Tenant's expense (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage caused by such removal, and (ii) store, destroy or otherwise disposed the same without incurring liability to Tenant or any other person.

**SECTION 4.05** **HOLDING OVER:** Should Tenant or any party claiming under Tenant hold over and retain possession of the Leased Premises or any part thereof after the expiration or termination of this Lease or of Tenant's right of possession, whether by lapse of time or otherwise, such holding over shall not be deemed to extend the Lease Term or renew this Lease, and such holding over shall be an unlawful detainer and such parties shall be subject to immediate eviction and removal. On the first day of each month or portion thereof for which Tenant hold over, Tenant shall pay to Landlord as liquidated damages, a sum equal to 125% of the Minimum Base Rent in effect for the last full month of the Lease term, and Tenant shall also pay all cost incurred and damages sustained by Landlord, whether direct or consequential, on account of such holding over. At the option of Landlord, expressed in written notice to Tenant and not otherwise, such holding over shall constitutes a tenancy from month to month on the terms and Tenant shall vacate and surrender the Lease Premises to Landlord upon Tenant being given effect for the last full month of Lease Term and Tenant shall vacate and surrender the Lease Premises to Landlord upon Tenant being given thirty (30) days prior written notice from Landlord to vacate. Notwithstanding the foregoing provision, no holding over by Tenant or acceptance of rent by Landlord after such expiration or termination shall operate to extend or renew this Lease. The foregoing provisions of this Section are in addition to and do not affect Landlord's right of re-entry or any other rights of Landlord hereunder or as otherwise provided by law.

#### **ARTICLE 5 - RENT**

**SECTION 5.01** **PAYMENT of RENT:** The term "rent as used in this Lease shall mean and include all Minimum Base Rent, Additional Rent and all other payments required under this Lease. Tenant shall pay to Landlord as Minimum Base Rent for the Leased Premises the total sum specified in Section 2.07, payable in consecutive monthly installments as specified in

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Section 2.07. The monthly installments of Minimum Base Rent shall be paid, in advance, in lawful money of the United States of America, without any prior demand therefore and without any deduction or setoff whatsoever, on the Commencement Date and continuing thereafter on or before the first day of each and every calendar month during the Lease Term. All rent shall be paid by Tenant to Landlord payable to the order of the payee specified in Section 2.16 and delivered or mailed to Landlord at the address specified in Section 2.17 A, or any other address and payee Landlord may specify from time to time by written notice to Tenant. If the Commencement Date of this Lease shall be other than the first day of a calendar month or the Expiration Date of this Lease shall be a day other than the first day of a calendar month, then the monthly rent for such first or last fractional month shall be prorated on the basis of the number of days during the month this Lease is in effect in relation to the total number of days in such month.

**SECTION 5.02** ADDITIONAL RENT: "Additional Rent" includes all other sums of money or other charges of whatever nature required to be paid by Tenant under this Lease, including the Exhibits hereto, together with all interest and charges which may be added for nonpayment or late payment of rent: and shall, unless some other pattern of payment is specified in writing by Landlord, be due and payable upon demand without any deductions or setoff whatsoever, at the place where Minimum Base Rent is payable.

**SECTION 5.03** LATE CHARGES: In the event Tenant fails to pay any rent or any other sum or charge required to be paid by Tenant to Landlord under this Lease within five (5) days after the same is due, the amount unpaid shall be subject to a late payment charge in each instance equal to the greater of (i) One Hundred Dollars and 00/100 (\$100.00), or (ii) five percent (5%) of the unpaid amount. This obligation to pay late charges shall neither excuse nor cure any default and will exist in addition to and not in place of any and all other rights and remedies provided under this Lease or at law. Further, there shall be a \$25.00 charge for any check returned to Landlord unpaid for any reason and Tenant shall thereafter pay the rent only with money orders, bank cashier's checks or certified checks.

**SECTION 5.04** HABITUAL LATE PAYMENT: Habitual Late Payment of rent or other charges due hereunder shall constitute a breach of this Lease by Tenant. Such a breach shall be adequate grounds from termination of this Lease by Landlord, at Landlord's option. Landlord's right to terminate pursuant to this section shall not be construed as limiting Landlord's rights under any other Section of this Lease. "Habitual Late Payment" is hereby defined as three (3) or more instances of failure by Tenant to pay its rent or other charges due hereunder in full within five (5) days after the same is due within a 12 month period. These instances need not necessarily be consecutive. Landlord's decision to terminate pursuant to this section shall be a remedy supplementary to Landlord's remedies under Section 5.03 and not an election between the two Sections. Landlord's forbearing from exercising its rights pursuant to this Section shall not be deemed to be a waiver and Landlord may invoke its rights at any time thereafter at Landlord's sole discretion.

#### ARTICLE 6 - RECOVERY of EXPENSES

**SECTION 6.01** TENANT'S PROPORTIONATE SHARE: Whenever used in this Lease, "proportionate share" shall (unless otherwise defined) mean the fraction (expressed a percentage) determined from time to time by dividing the number of square feet of leasable space in the Leased Premises by the total number of square feet of leasable space in the Property. Tenant's proportionate share as determined by Landlord is subject to change from time to time as the total leasable space the Property increases or decreases due to additions or subtractions thereto, reconfiguration of walls, remeasurement of otherwise provided, however, the computation of Tenant's obligation for any charge or expense shall be based on Tenant's proportionate share on the date of said computation and any fluctuations in Tenant's proportionate share prior to or after the date of said computation shall have no bearing on Tenant's obligation therefore. If any part of the Property is separately billed and the expense relating thereto is paid directly by the occupant thereof, then such part of the Property shall be excluded from computation of Tenant's proportionate share. Tenant's proportionate share is 10%.

**SECTION 6.02** PAYMENT of TENANT'S PROPORTIONATE SHARE: Tenant shall pay to Landlord as Additional Rent for the Lease Premises Tenant's proportionate share of the expenses specified in the Article 6 (the "Net Charges"), in advance, in an amount estimated by Landlord, payable in consecutive monthly installments beginning on the Commencement

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Date and continuing thereafter on or before the first day of each and every calendar month during the Lease Term (which includes all renewal and extension periods). Landlord shall notify Tenant in writing of Landlord's estimate, that shall break down all components, of Tenant's monthly installments due hereunder. After each calendar year-end and upon receipt of all applicable bills attributable to such calendar year during the Lease Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Proportionate share for such year. Tenant shall have the right to request and review all bills and other components of the proportionate share payments. If the total amount paid by Tenant under this Section for any calendar year during the Lease Term is less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord such deficiency upon demand therefore by landlord; and, if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against payments hereunder next due, or if no payments are next due, refunded to Tenant. All amount of Additional Rent payable pursuant to this Section shall be payable in the manner set forth in Section 5.01. For the calendar years in which this Lease commences and terminates, the provisions of the Section shall apply and Tenant's proportionate share for such years shall be prorated on the basis of the number of days during the calendar year this Lease was in effect in relation to the total number of days in such year. Landlord's and Tenant's obligations under this Section shall survive the expiration or termination of this Lease.

**SECTION 6.03** TAXES: Tenant agrees to pay to Landlord as Additional Rent in the manner set forth in Section 6.02, Tenant's proportionate share of all general and special taxes and assessments, which have been or may be levied or assessed by any lawful authority, against the land and improvements that presently and/or at any time compromise the Property (as defined in Section 1.01). In the event Landlord is required under any mortgage or land contract covering the Property to escrow real estate taxes, Landlord may, but shall not be obligated to, use the required escrow amount as a basis for Landlord's estimate of the monthly installment due from Tenant hereunder. If any part of the Property is separately assessed and the real estate taxes and assessments relating thereto are paid directly by the occupant thereof, then such part of the Property shall be excluded from the computation of Tenants proportionate share. Tenant shall further pay as Additional Rent all rental or rental used taxes related to the Lease Premises assessed by any governmental authority whether measured by Tenant's gross rental payments or otherwise, and whether charged against Tenant or Landlord (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's net income, profits or net worth unless the same shall be imposed in lieu of real estates taxes).

**SECTION 6.04** INSURANCE: Tenant agrees to pay to Landlord as Additional Rent in the manner set forth in Section 6.02, Tenant's proportionate share of all insurance premiums charged to Landlord for any and all insurance covering the Property of which the Leased Premises are a part, including the Common Areas. Such insurance may include, but not be limited to, liability, property damage, fire, extended coverage, flood, rent loss, malicious mischief, vandalism, and any other casualty and liability insurance.

**SECTION 6.05** COMMON AREA UTILITIES: Tenant agrees to pay to Landlord as Additional Rent in the manner set forth in Section 6.02, Tenant's proportionate share of all charges for gas, electricity, water, sewer and any other utility service used or consumed in the Common Areas or furnished thereto.

**SECTION 6.06** COMMON AREA MAINTENANCE: Tenant agrees to pay to Landlord as additional Rent in the manner set forth in Section 6.02, Tenants proportionate share of Common Area Maintenance including but not limited to management & administrative fees, snow removal, landscaping, grounds, parking lot repair, and trash removal.

#### ARTICLE 7 - USE and OCCUPANCY

**SECTION 7.01** PURPOSE and USE: Tenant shall use and occupy the Leased Premises, at all times during the Lease Term, solely and exclusively for the purpose set forth in Section 2.13 and shall not used the Leased Premises for any other purpose except with the prior written consent of Landlord.

**SECTION 7.02** COMMON AREAS: The term "Common Areas", as used in the Lease, refers to the areas of the Property designed and intended for used in common by all Tenants of the Property and their respective employees, agents, customers, visitors, invitees and others, and

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includes, by ways of illustration and not limitation: vehicle parking areas and driveways; sidewalks; delivery areas; landscaped areas; and other areas as may be designed by Landlord as part of the Common Areas of the Property. Tenant shall have the non-exclusive right, in common with others, to the use of the Common Areas, subject to rules and regulations as may be adopted by Landlord including those set forth in this Article 7 and Exhibit "C" of this Lease.

**SECTION 7.03**

**TENANT USE COVENANTS:** In connection with Tenant's use of the Leased Premises, Tenant agrees to do the following:

A. Tenant shall not commit or permit any waste or damage to or deface the Leased Premises.

B. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if failure to procure such a license or permit might or would in any way affect Landlord or the Property, then Tenant at Tenant's expense shall duly procure and thereafter maintain such license or permit and make the same available to Landlord for inspection. Tenant at Tenant's expense shall at all times comply with the requirements of each such license or permit.

C. Tenant shall not use or permit the Leased Premises to be used for any unlawful, , or immoral purpose or act, under local or state laws, nor will Tenant sell or permit to be sold or stored therein any controlled substances except those customarily used in the course of Tenant's business as permitted by local or state law. Tenant shall not sell or consume or allow the sale or consumption of alcoholic beverages on the Leased Premises, unless the same is included in the Permitted Use and appropriate licenses and insurance coverage has been secured.

D. Tenant shall, at Tenant's expense, at all times comply with and obey all laws, regulations and orders of any governmental local or state authority or agency, and keep and maintain the Leased Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officials of the governmental agencies having jurisdiction.

E. Tenant shall not allow any loitering or gathering in the Common Areas by any of Tenant's visitors, invitees, customers, employees, agents and any other person(s) whose presence at the Property is due to Tenant's occupancy thereof. Tenant agrees not to advertise for laborers giving an address at the Property or Leased Premises.

F. Tenant shall not inscribe, paint, affix or display any signs, advertisements or notices on the Building or Property, except for such Tenant identification information as Landlord permits by prior written approval. Landlord may remove any and all such matter or signs placed in violation hereof, without notice to Tenant and at Tenant's expense.

G. Tenant shall not overload the floors in the Leased Premises. Safes, equipment and other bulky or heavy articles shall be moved into or out of the Leased Premises only with the prior written consent of Landlord, and then only in the manner and at such time as Landlord may direct. Safes and other heavy articles shall be placed by Tenant only in such places and in a manner as shall be first specified by Landlord, and Tenant shall be liable for and save Landlord harmless from any damage to the Building or Property, or property of other Tenants, or others, or injuries sustained by any person whomsoever, caused by or resulting from the moving of such articles in or out of the Leased Premises or from the Leased Premises or from overloading a floor.

H. Tenant shall not use the Leased Premises, or allow the Leased Premises to be used, for any purpose or in any manner which would, in Landlord's opinion, invalidate any policy of insurance now or hereafter carried on the Property or increase the rate of premiums payable on any such insurance policy. Should Tenant fail to comply with this covenant, Landlord may, at its option, require Tenant to stop engaging in such activity or to reimburse Landlord, as Additional Rent, for any increase in premiums charged during the Lease Term on the insurance carried by Landlord on the Leased Premises and attributable to the used being made of the Leased Premises by Tenant, but such payment shall not constitute in any

manner a waiver by Landlord of Landlord's rights to enforce all of the covenants and provisions of this Lease.

I. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas which will in any way create nuisance or disturbance, or obstruct, annoy, injure or interfere with the rights of any other Tenants or occupants of the Property or surrounding buildings, or those having business with them. Tenant shall not make, or permit to be made, in the Leased Premises or in the Common Areas, any unseemly or disturbing noises, vibrations or odors emanating from the Leased Premises, or require Tenant to make such modifications as Landlord considers to be reasonably necessary; the cost of all such modifications shall be entirely borne by Tenant, and Tenant shall reimburse Landlord for the same (or any portion thereof paid by Landlord) as Additional Rent. Such modifications may include, but are not limited to, soundproofing walls and ceilings, and improving or altering the ventilation/exhaust system.

**SECTION 7.04 LANDLORD'S RIGHTS REGARDING USE:** In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the used of the Leased Premises or the Common Areas by Tenant, Tenant's employees, agents, customers, visitors and invitees, each of which may be exercised without notice or liability to Tenant:

A. Landlord may install such signs, advertisements, notice or Tenant identification as Landlord shall deem necessary or proper anywhere on the Property, including on or near Tenant access doors, but not on the storefront doors or windows of the Leased Premises.

B. Landlord shall approve or disapprove, prior to installation, all types of drapes, shades and other window coverings used in the Leased Premises, and my control all internal lighting and signs that may be visible from outside the Leased Premises.

C. Landlord is currently in litigation involving a separate unit and tenant of the Property. Upon resolution of this litigation and subject to terms that would not violate any resolution, Landlord will prepare and sign an addendum granting Tenant the exclusive right to conduct a cannabis business on or in the Property.]

D. Landlord shall have the right to control the Common Areas in such manner as Landlord deems necessary or proper, including by way of illustration and not limitation, the right to do the following: to police the Common Areas and exclude or expel any peddler, solicitor or loud and unruly person from the Property any other person who creates a disturbance or nuisance; utilize the Common Areas for carnival type shows, rides and entertainment, outdoor shows, displays, automobile and other product shows, sale of Christmas trees, the leasing of kiosks or such other uses which in Landlord's judgment tend to attract the public; change or reduce the area, level, location, size and arrangement of parking areas and other Common Areas and facilities; restrict parking by tenants, their officers, agents and employees to parking areas designated by Landlord; to closed all or any portion of the Common Areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to erect improvements or buildings on parking areas and other Common Areas; require all persons entering or leaving the Property to identify themselves and their business therein; close or limit access to the Property or any part thereof, including building entrances/exits, corridors, and elevators, during times of emergency or repairs; and to do and perform such other acts in and to the Common Areas as, in the used of good business judgment, Landlord shall determine to be advisable to improve the convenience and use thereof by tenants of the Property, their officers, agents, employees and customers; provided that no such changes shall deny or materially interfere with reasonable visibility of, ingress to egress from the Lease Premises.

**ARTICLE 8 - ACCESS by LANDLORD**

**SECTION 8.01 ACCESS by LANDLORD:** Landlord, Landlord's employees and agents, and any mortgagee or other secured party of the Property shall have the right to enter any part of the Leased Premises at all reasonable times within the regulations surrounding a marihuana facility, with notice, for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or Tenants and making such repairs, alterations, additions or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable, provided, however, in each instance Tenant shall be given no less than 24 hour prior notice, but notice need not be given in the event of any

emergency while keeping within the regulations surrounding a marihuana facility. If representatives of Tenant shall not be present to open and permit such entry into the Leased Premises at any time when such entry is necessary or permitted hereunder, Landlord and Landlord's employees and agents may enter the Leased Premises by means of a master or passkey or otherwise while keeping within the regulations surrounding a marihuana facility. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefore unless damages arise out of Landlord neglect including a breach of the regulations surrounding a marihuana facility. Landlord shall be allowed to take all materials into and upon the Leased Premises that may be required to make said repairs, alterations, additions or improvements without in any being deemed or held guilty of an eviction of Tenant; and the rent stipulated to be paid in no way abate while good faith, necessary and timely repairs, alterations, additions or improvements are getting made: nor shall Tenants be entitled to maintain a setoff or counter claim for damages against Landlord by reason of loss or interruption to Tenant's business because of the performance of any such good faith, necessary and timely work as long as such work being done is within the regulations surrounding a marihuana facility. All such work shall be done during ordinary working hours, or if any such work is, at the request of Tenant, to be done during any other hours, Tenant shall pay for any extra cost incurred because of such request. Landlord's right to exhibit, show or advertise the Leased Premises for Lease is continuously reserved at all times during the Lease Term, and during the two (2) months prior to the expiration of the Lease Term, or earlier if the Leased Premises are vacated or abandoned, Landlord may place interior window "For Lease" signs upon the Leased Premises, which signs Tenant shall permit to remain thereon without molestation.

#### **ARTICLE 9 - UTILITIES and OTHER SERVICES**

- SECTION 9.01** **UTILITY SERVICE:** Tenant shall be solely responsible for and promptly pay when due all charges for heat, air-conditioning, gas, electricity, water, sewer and any other utility service used or consumed in the Leased Premises or furnished thereto. In the event separate bills are not obtainable for any such expense, tenant shall pay Tenant's proportionate share of such charges and expenses (subject to adjustment based on any extraordinary use or disproportionate consumption of any utility by any Tenant) to Landlord as Additional Rent. Tenant's obligation to pay for such utilities shall commence as of the date on which possession of the Leased Premises is delivered to Tenant without regard to any free rent period or formal commencement date of the Lease. In the Event such charges are not paid when due, Landlord shall have the right to pay same, which amount to paid is hereby declared to be Additional Rent due on demand. At all Tenant's used of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation. If Landlord determines that the electricity used by Tenant exceeds the designed load capacity of the Building's electrical system or is in any way incompatible therewith, then Landlord shall have the right to make such modifications (at Tenant's sole cost and expense) to the electrical system or other parts of the Property or Leased Premises, or to require Tenant to make such modifications to Tenant's machines and equipments, as Landlord considers to be reasonably necessary. The cost of any such modifications shall be borne by Tenant, and Tenant shall reimburse Landlord for the same (or any portion thereof paid by Landlord) as Additional Rent.
- SECTION 9.02** **TELEPHONE:** Tenant shall be solely responsible for making all arrangements for the hookup and installation of Tenant's telephone lines, telephones and telephone equipment, and for the payment of all costs and expenses related thereto.
- SECTION 9.03** **JANITORIAL:** Responsibility for janitorial service in the Leased Premises is set forth in Section 2.10. Notwithstanding the janitorial services, if any, provided by Landlord, Tenant shall, at Tenant's sole cost and expense, do whatever else is prudent and necessary to keep the Leased Premises orderly, neat, safe, clean and free from rubbish and dirt at all times. All trash and rubbish shall be disposed of only in areas so designated by Landlord. If Tenant fails to keep the Leased Premises in the aforesaid condition, Landlord may enter upon and clean the Leased Premises and have all rubbish, dirt, trash and garbage removed, in which event Tenant agrees to pay all charges incurred by Landlord as Additional Rent plus fifteen percent (15%) of the cost thereof to reimburse Landlord for all overhead and other costs or expenses arising from the involvement of Landlord or Landlord's agents with such work.



- SECTION 9.04** **INTERRUPTION of SERVICES:** Landlord shall not be liable for damages nor shall the rent be abated for failure or delay in furnishing utility or janitorial service when such failure or delay is caused by necessary repairs or casualty whatsoever or by the act or default of the Tenant or other parties; or by any caused beyond the control of Landlord; nor shall Landlord be liable for the any unauthorized acts of Landlord's employees. Such failure or delay in furnishing utility or janitorial service whether supplied by Landlord or Tenant, shall not be construed as an act of eviction against the Tenant by Landlord, nor shall such failure or delay in any way operate as a release from the prompt and punctual performance of Tenant's agreements hereunder.
- SECTION 9.05** **LIGHTING:** Tenant shall replace and maintain, at Tenant's sole cost and expense, all electric light bulbs, fluorescent tubes, ballasts, starters and all other items related to the electrical lighting in the Leased Premises and shall be liable for any damage from overloading of any of the lighting circuits leading to or in the Leased Premises.
- SECTION 9.06** **ADDITIONAL SERVICE:** If Tenant used or requests any utilities or services (including janitorial service, if applicable) in frequency, scope, quality or quantity substantially greater than those which Landlord determines are normally required by other tenants in the Property for general retail or office used, then Landlord shall used reasonable efforts to attempt to furnish Tenant with such additional utilities or services, the costs therefore shall be borne by Tenant, and Tenant shall reimburse Landlord for the same as Additional Rent.

**ARTICLE 10 - MAINTENANCE: TENANT ALTERATIONS and FIXTURES**

- SECTION 10.01** **LANDLORD'S OBLIGATION for MAINTENANCE:** Landlord shall, at Landlord's expense, make or cause to be made all necessary repairs to the exterior walls, foundation, and roof of the Property, and maintain the same in good condition and repair. Landlord shall not be required to commence any such repair until ten (10) days after written notice from Tenant that the same is necessary. If any of the aforesaid work is made necessary by the acts, omissions, negligence, misuse, or default of Tenant or Tenant's employees, agents, customers, contractors, licensees, visitors or invitees, then the cost of such repairs shall be borne by tenant; Landlord shall have no obligation to Tenant for interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Leased Premises or in or to any fixtures, appurtenances and equipment therein or thereon. Landlord shall perform the repairs in a timely and workmanlike manner. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under Condemnation, in which events the obligations of Landlord shall be controlled by the Sections of this Lease dealing therewith.
- SECTION 10.02** **TENANT'S OBLIGATION for MAINTENANCE:** Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises in good order, condition and repair at all times during the Lease Term, and Tenant shall promptly and adequately repair all damage to the Leased Premises and repair or replace all damaged or broken fixtures and appurtenances, including, without limitation: Interior surfaces of demising walls; non-demising walls and partitions; wall covering/paint on all walls; all doors, door glass, locks and frames, including exterior doors to the Leased Premises; window and plate glass, window moldings and frames; lighting; fire sprinkler and detection system; all plumbing and sewage facilities within the Leased Premise; water heater that exclusively serves the Leased Premises; floors, carpet and other floor covering; ceilings (except water damage caused from roof problems); appliances; equipment; heating and cooling equipment; and all other fixtures and appurtenances within the Leased Premises, subject to the approval, rules, regulations and requests of Landlord, and under Landlord's supervision if Landlord so elects, and within any reasonable period of time specified by Landlord, provided, however, Tenant shall not be responsible for damage to the Leased Premises caused by Building defects for which Landlord is obligated to repair pursuant to Section 10.01 and Section 4.03, or costs to exceed \$2,500 for any single instance involving any one of the above named items.

If said HVAC unit malfunctions or otherwise requires maintenance or repair, Tenant shall notify Landlord immediately and Landlord shall promptly arrange for the performance of the required work. Landlord shall utilize all applicable warranties in arranging for said HVAC maintenance and repair work performed on the HVAC unit. Tenant shall pay for an annual inspection and cleaning of the HVAC unit that exclusively serves the Leased Premises and for any repairs. Tenant shall pay for the repair of any roof leaks around or

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in the vicinity of any roof penetrations made to the Leased Premises because of Tenant's occupancy thereof. The outside areas immediately adjoining the Leased Premises, including, but not limited to, the sidewalk, shall be kept clean and free from snow, ice, dirt, stains and rubbish by Tenant, at Tenant's expense, to the satisfaction of Landlord. Tenant, at Tenant's expense, shall install and maintain fire extinguisher and other fire protection and detection devices as may be required from time to time by any agency having jurisdiction thereof and by the insurance underwriters insuring the Building in which the Leased Premises are located.

If Tenant does not promptly commence and thereafter diligently make the repairs, replacements and maintenance, Landlord may, upon ten (10) days prior written notice to Tenant (except that Landlord shall not be required to give Tenant notice or an opportunity to make such repairs, replacements or maintenance in the event of an emergency while keeping within the regulations surrounding a marijuana facility), but need not, make such repairs, replacements and maintenance, and Tenant shall pay to Landlord as Additional Rent the cost thereof plus fifteen percent (15%) of the cost thereof to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from involvement of Landlord or Landlord's agents with such work. Landlord may enter the leased Premises at all reasonable times to make such repairs while keeping within the regulations surrounding a marijuana facility, alterations, improvements and additions to the Leased Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental authority or court order or decree. No such entry or repairs by Landlord with reasonable notice (except in the event of an emergency, in which event no notice shall be required) shall be deemed or construed to constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefore. Upon expiration of this Lease or upon termination as a result of other provisions in this Lease, Tenant shall yield and deliver the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair (ordinary wear and tear excepted).

**SECTION 10.03**

**ALTERATIONS by TENANT:** Tenant shall not make or cause to be made any alterations, additions or improvements to the Leased Premises, or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, or make any changes to the mechanical, electrical or sprinkler systems without the prior written approval of Landlord. Such approval will not be unreasonably withheld. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. If Landlord allows Tenant to make any such alterations, additions or improvements, Tenant shall, at Tenant's sole cost and expense, make the same in accordance with all applicable laws and building codes, in a good and workmanlike manner and in quality equal to or better than the original construction of the Building and shall comply with such requirements as Landlord considers necessary or desirable, including without limitation, requirements as to the manner in which and the times at which such work shall be done, the contractor or subcontractors to be selected to perform such work and the adequacy of insurance coverage for liability and workman's compensation. Tenant shall promptly pay all costs attributable to such alterations and improvements, and promptly repair any damage to the Leased Premises, Building or Property caused by virtue of any such alterations or improvements. Tenant shall be responsible for and shall pay to Landlord as Additional Rent, the entire amount of any real estate taxes attributable to any alterations, additions or improvements made by Tenant pursuant to this Section. All alterations, additions and improvements to the Leased Premises shall become a part of the Building and the property of Landlord, and shall not be removed by Tenant. Tenant shall be solely responsible for all the repair and maintenance of, related to or made necessary by Tenant's alterations, additions or improvements.

**SECTION 10.04**

**TRADE FIXTURES:** Tenant shall not cause any equipment or trade fixtures to be affixed or attached to the Leased Premises without the prior written consent of Landlord. Any trade fixtures installed on the Leased Premises by Tenant at Tenant's expense, such as movable partitions, equipment, counters, shelving, showcases, mirrors and the like, may (provided Tenant is not then in default), and shall, at the request of Landlord, be removed on the expiration or earlier termination of this Lease. Tenant shall bear the cost of such removal, and Tenant shall repair at Tenant's own expense any and all damage to the Leased Premises, Building and Property resulting from such removal. If Tenant fails to remove any and all such trade fixtures from the Leased Premises on the expiration or earlier termination of this Lease, all such trade fixtures shall become the property of Landlord

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unless Landlord elects to require their removal, in which case, said trade fixtures shall be removed at Tenant's expense and all damage resulting from such removal shall be repaired at Tenant's expense.

**SECTION 10.05** **SIGNS:** Tenant is required, at Tenant's expense, to place a sign on the exterior of the Leased Premises, provided, however, all interior signs visible from outside the Leased Premises and all exterior signs shall be subject to the prior written approval of Landlord, and shall be in compliance with all applicable laws and ordinances. Tenant shall, at Tenant's expense, maintain in good condition and repair any such sign. Tenant agrees to hold Landlord harmless from any loss, cost, or damage, and to repair any damage to the Property, resulting from the erection, maintenance, existence, or removal of Tenant's signs. Prior to vacating the Leased Premises, Tenant agrees, at Tenant's sole cost and expense, to remove all signs and repair all damage caused by such removal.

#### ARTICLE 11 - LIENS

**SECTION 11.01** **LIENS:** If, because of any act or omission of Tenant or any person claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Leased Premises or the Property or against other property of Landlord (whether or not such lien is valid or enforceable as such), Tenant shall, at Tenant's expense, cause the same to be discharged of record within ten (10) days after the date of filing thereof, and shall also indemnify Landlord and hold Landlord harmless from any and all claims, losses, damages, judgments, settlements, costs and expenses (including attorneys' fees) resulting therefrom or by reason thereof. Landlord may, but shall not be obligated to, pay the claim upon which such lien is based so as to have such lien released of record; and, if Landlord does so, then Tenant shall pay to Landlord, as Additional Rent, the amount of such claim, plus all costs and expenses incurred in connection therewith (including attorneys' fees).

#### ARTICLE 12 – TENANT'S TAXES; LOSS and DAMAGE; INDEMNIFICATION

**SECTION 12.01** **TENANT'S TAXES:** Tenant shall pay before delinquency any and all taxes, assessments, fees or charges, including any sales, gross income, rental, business occupation or other taxes, levied or imposed upon Tenant's business operations in the Leased Premises and any personal property or similar taxes levied or imposed upon Tenant's trade fixtures, leasehold improvements or personal property located within the Leased Premises. In the event any such taxes, assessments, fees or charges are charged to the account of, or are levied or imposed upon the property of Landlord, Tenant shall reimburse Landlord for the same as Additional Rent.

**SECTION 12.02** **LOSS and DAMAGE:** All property of Tenant, or others, kept upon or in the Leased Premises shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damages to the same, including subrogation claims by Tenant's insurance carrier(s), unless such damage shall be caused by willful neglect on the part of Landlord. Landlord shall not be liable for any damage either to person or property sustained by Tenant or other persons, or for damage of loss suffered by the business or occupation of Tenant or arising from any acts or neglect of other Tenants or occupants of the Property or of other persons, or from bursting, stoppage, overflowing or leaking of water, sewer, gas or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of Landlord.

#### ARTICLE 13 - INSURANCE

**SECTION 13.01** **REQUIRED TENANT INSURANCE COVERAGE:** Tenant shall carry and maintain, at all times during the Lease Term, at Tenant's sole cost and expense, comprehensive public liability insurance, including property damage or destruction, insuring Landlord and Tenant against liability for injury to persons or property occurring in or about the Leased Premises or arising out of the tenancy, use, maintenance, or occupancy of the Leased Premises. The limits of liability under such insurance shall not be less than the coverage specified in Section 2.15, and said limits shall be increased and additional risks insured from time to time as reasonably requested by Landlord or any mortgagee or other secured party of the Leased Premises. Such insurance policy or policies shall name Landlord and any other parties in interest designated by Landlord as additional insured, and shall provide that the policies may not be canceled or changed without first giving interest designated by Landlord as additional insured, and shall provide that the policies may not be canceled or

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changed without first giving Landlord at least thirty (30) days prior written notice. The insurance shall be issued by one or more insurance companies acceptable to Landlord, and Tenant shall, prior to the Commencement Date of this Lease, furnish Landlord with Certificates of Insurance evidencing such coverage, together with evidence of the payment of all premiums therefore, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver Certificates of Insurance evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefore. Should Tenant fail to carry such insurance or fail to furnish Landlord with such Certificates of Insurance or evidence of premium payment after request to do so, then in any of said events, Landlord, at Landlord's option, but with no obligation to do so, may, procure such insurance and collect the cost thereof from Tenant as Additional Rent. Tenant indemnifies and holds harmless Landlord's agents, and the property of Landlord from any and all damage, claims, suits, demands, and actions resulting from the Leased Premises of Tenant's occupancy or use thereof, irrespective of insurance coverage.

**SECTION 13.02** WAIVER of SUBROGATION: Each party does hereby remise, release, and discharge 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 by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

#### ARTICLE 14 - FIRE or OTHER CASUALTY

**SECTION 14.01** DESTRUCTION of LEASED PREMISES: If the Leased Premises are totally or partially damaged or destroyed by fire or other casualty or occurrence covered by insurance, the damage shall be repaired and the Leased Premises restored to the same condition immediately before such damage or destruction, by Landlord at Landlord's expense to the extent of insurance recovery; provided, however, in the event (i) such damage results from a cause not insured, or (ii) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for restoration of the Leased Premises, Landlord may elect to either repair/restore the Leased Premises or to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the occurrence of the event causing the damage. If Landlord terminates this lease under this section, and the Special Use is still connected to the property, Tenant shall have a right of first refusal to lease any newly constructed premises, of a comparable space to its current leased space. Tenant shall maintain this right of first refusal under this section for the earlier of 1) the remainder of the time the Special Use remains with the property or, 2) the expiration of this Lease.

If Landlord elects to rebuild, Landlord shall rebuild within 120 days after the casualty (subject to causes of the type set forth in Section 21.03 and delays in the adjustment of insurance) only that part of the Leased Premises originally provided by Landlord at Landlord's expense, and Landlord shall have no responsibility to rebuild or restore any portion of the Leased Premises constructed by Tenant at Tenant's expense. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall, at Tenant's expense, repair or replace Tenant's merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to the damage or destruction, provided, however, Tenant may terminate this Lease if Landlord fails to rebuild the Leased Premises within 120 days after the casualty (subject to causes of the type set forth in Section 21.03 and delays in the adjustment of insurance). The rent herein provided shall abate (i) entirely if the entire Leased Premises are untenable, or (ii) prorated for the portion rendered untenable if only a part is untenable, until the same shall be restored to a Tenable condition; provided, however, if Tenant shall fail to adjust Tenant's own insurance or to remove Tenant's damaged goods, wares, equipment or property within a reasonable time and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of Tenant, or Tenant's agents, employees, or invitees.

**SECTION 14.02** DESTRUCTION of PROPERTY: In the event that fifty percent (50%) or more of the leasable area of the Property is damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease by giving Tenant thirty (30) days prior written notice

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of Landlord's election to terminate, which notice shall be given within the first sixty (60) days following the date of said fire or other cause. If Landlord terminates this lease under this section, and the Special Use is still connected to the property, Tenant shall have a right of first refusal to lease any newly constructed premises, of a comparable space to its current leased space. Tenant shall maintain this right of first refusal under this section for the earlier of 1) the remainder of the time the Special Use remains with the property

#### ARTICLE 15 - CONDEMNATION

**SECTION 15.01** TOTAL CONDEMNATION of PREMISES: If the whole of the Leased Premises shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain or by agreement or conveyance in lieu thereof (each of the foregoing being hereinafter referred to as "Condemnation"), this Lease shall terminate as of the date possession shall be taken by such authority, and Tenant shall pay rent and perform all of Tenant's other obligations under this Lease up to such date with a proportionate refund by Landlord of any rent which shall have been paid in advance for periods subsequent to such date. Tenant shall receive a proportionate share of any condemnation award to the Landlord that considers the value of Tenant's ongoing business in the basis for award.

**SECTION 15.02** PARTIAL CONDEMNATION of PREMISES: If less than all but more than twenty-five percent (25%) of the leasable space in the Leased Premises is taken by Condemnation, of if (regardless of the percentage of leasable space in the Leases Premises which is taken) the Leases Premises or the remainder thereof can not be used or Tenant's continued use or occupancy for Tenant's business, then in either such event Tenant shall have the right to terminate this Lease upon notice to the Landlord within sixty (60) days after possession is taken by such Condemnation. If this Lease is so terminated, it shall terminate as of the date possession shall be so taken, and Tenant shall pay rent and perform all other of Tenant's obligations under this Lease up to such date with a proportionate refund by Landlord of any rent which shall have been paid in advance for periods subsequent to such date, and thereafter the Minimum Base Rent shall be reduced in direct proportion to the amount of leasable space of the Leased Premises taken and the computation of all other amounts due from Tenant shall likewise be adjusted, and Landlord agrees, at Landlord's cost and expense, as soon as reasonably possible to restore the remainder of the Leased Premises to a complete unit of similar quality and character's existed prior to such taking (to the extent possible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by Landlord (less all expenses, costs and legal fees incurred by Landlord in connection with such award and less the portion of the award reasonably determined by Landlord to be attributable to any unimproved vacant land taken) multiplied by a fraction the numerator of which is the number of leasable space in the Leased Premises so taken and the denominator of which is the number of square feet of leasable space in the Property so taken.

#### ARTICLE 16 - ASSIGNMENT and SUBLETTING; ENCUMBRANCE

**SECTION 16.01** ASSIGNMENT and SUBLETTING: Tenant may not assign this Lease or sublet the Leased Premises or any part thereof without written consent of the Landlord which shall not be unreasonably withheld. In the event of a permitted assignment or subletting, Tenant shall nevertheless at all times remain fully responsible and liable for the payment of rent and the performance and observance of all obligations of Tenant under the terms, conditions and convenience of this Lease unless the Landlord also approves all guarantors of the assignee or sub-tenant in which event Tenant would be released from liability and obligations under the Lease. The approval of the guarantors shall be based upon guarantors having a net worth and liquidity sufficient to pay all obligations under the Lease as they come due over the entire term of the Lease in the same manner a commercial lender would require for an equivalent obligation. The consent of Landlord to any one assignment or sublease pursuant hereto shall not be deemed to be a waiver of the provision of this Section with respect to any subsequent assignment of sublease. No assignment or subletting of the Leased Premises of any part thereof shall be binding upon Landlord unless such assignee or subtenant shall deliver to Landlord an instrument (in recordable form, if requested) containing an agreement of assumption of all of Tenant's obligations under this Lease. The assignee or sub-lessee shall be required to make all payments to Landlord and Landlord shall thereafter, in a prompt manner, remit to Tenant any amounts that may be due Tenant. Tenant, shall, concurrently with the execution and delivery of any such permitted assignment or sublease, deliver a duplicate original thereof to Landlord. A change in the



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beneficial or record ownership of any class of capital stock of Tenant, a transfer of partnership interests of the beneficial interest in Tenant, and a sale of substantially all of Tenant's assets to one purchaser, shall all be treated as and deemed to be an event to assignment of this Lease within the foregoing provisions of this Section, if the effect of same shall be to result in a change of management or control of Tenant. Landlord has retained the prior right of consent to proposed assignment or sublease for several substantial business and equity reasons which were as an inducement to Landlord to lease to Tenant.

Landlord may refuse, for good and reasonable business reasons, to give its consent to any proposed assignment or sublease for any reason, including, but not limited to Landlord's determination that Landlord's interest in the Lease or the Leased Premises would be adversely affect by: (i) the financial condition, credit worthiness or business reputation of the Proposed assignee or subtenant, (ii) the proposed use of the Leased Premises by, or business of, the proposed assignee or subtenant, and (iii) the ability and likelihood of the proposed assignee or subtenant to pay all rents and other amount due hereunder.

**SECTION 16.02** **ENCUMBRANCE:** Neither this Lease nor the Lease Term shall be mortgaged, pledged or encumbered by Tenant, nor shall Tenant mortgage, pledge or encumber the interest of Tenant in and to any sublease of the Leased Premises or the rental payable hereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, and Tenant shall not allow or permit any transfer of this Lease or any interest hereunder by operation of law. Any such mortgage, pledge, encumbrance, sublease or assignment made in violation of this Section shall be void. The voluntary or there surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall at the option of Landlord terminate all other existing franchises, concessions, licenses, permits, subleases, sub-tenancies, departmental operating arrangements or the like, or may at the option of Landlord operate as an assignment to Landlord of the same.

#### **ARTICLE 17 - TRANSFERS by LANDLORD**

**SECTION 17.01** **SALE and CONVEYANCE of the PROPERTY :** Landlord shall have the right to sell and convey the Property at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale conveyance shall operate to release Landlord from liability hereunder after the date of such conveyance as provided in Section 18.05.

**SECTION 17.02** **SUBORDINATION:** Tenant's rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, land contract, ground lease or master lease now or hereafter placed by Landlord upon or governing the Property (which includes the tract of land described herein, or any part or parts thereof. This clause shall be self-operative, and no further instrument of subordination shall be required. Tenant agrees that upon the request of Landlord, any mortgagee, trustee or other secured party, Tenant shall execute whatever instruments may be required to confirm the subordination of this Lease. Notwithstanding the foregoing, no default by Landlord under any such mortgage, deed of trust, land contract, ground lease or master lease shall affect Tenant's right hereunder so long as Tenant is not in default under this Lease. In exchange for such subordination all mortgages, now or hereafter placed on Landlord's interest in the Premises and on the land on which the Premises are a part or upon any buildings hereafter placed upon the land of which the leased Premises form a part, the mortgagee will agree not to disturb or otherwise terminate the Tenant's leasehold interest provided the Tenant is not in default under the Lease beyond applicable cure periods. The refusal of a mortgagee to provide a non-disturbance or non-termination agreement shall not be considered a default under this Lease. However, if mortgagee elects to declare a default of its mortgage, Landlord shall have 120 days following the declaration of default to cure said default or obtain a discharge of the mortgage.

**SECTION 17.03** **ATTORMENT:** In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage or land contract made by Landlord covering the Leased Premises, Tenant hereby attorns to and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

**SECTION 17.04** **ESTOPPEL CERTIFICATE:** Tenant shall, within ten (10) days following receipt of a written request from Landlord, execute, acknowledge and deliver to Landlord or to any lender, purchaser, prospective purchaser, or other party designated by Landlord, a written statement certifying (if true), including without limitation, the following: (a) that Tenant is in full and complete possession of the Leased Premises, such possession having been delivered by Landlord and accepted by Tenant; (b) that any improvements required to be furnished by Landlord by the terms of this Lease have been completed in all respects to the satisfaction of Tenant; (c) that this Lease is in full force and effect and has not been amended, modified, supplemented or superseded except as specifically noted; (d) that there is not existing default on the part of Landlord in the performance of any covenant, agreement or condition contained in the Lease to be performed by Landlord; (e) that Tenant does not have any actual or pending claim against Landlord; (f) that no rents or other charges have been prepaid by Tenant; (g) that the addressee of said certificate may rely on the representations therein made by Tenant; and (h) certifying as to the dates of commencement and termination of the Lease Term, the date on which rents commence to accrue under this Lease, and the date through which rents and other charges hereunder have been paid. Tenant's failure to deliver such statement within such period shall be an event of default by Tenant under this Lease and shall be conclusive evidence that (i) this Lease is in full force and effect and unmodified, (ii) that there are no uncured defaults in Landlord's performance hereunder, and (iii) that not more than one month's rent has been paid in advance; and Tenant shall be estopped from asserting any defaults known to Tenant at that date.

**SECTION 17.05** **MODIFICATION of LEASE:** If any lender requires that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments affecting such modifications.

#### **ARTICLE 18 - DEFAULTS and REMEDIES**

**SECTION 18.01** **DEFAULTS by TENANT:** The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

A. Tenant (i) fails to pay, within ten (10) days after the same is due, any monthly installment of Minimum Base Rent or any other amount due Landlord from Tenant as Additional Rent, rent or otherwise.; (ii) Tenant fails to pay its rent or other charges due hereunder in full within ten (10) days after the same is due (these instances need not necessarily be consecutive).

B. Tenant fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by Tenant under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition covenant or obligation to be performed by Tenant is of such nature that the same can not reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same and does so complete the required action within a reasonable time not to exceed ninety (90) days after said notice.

C. Tenant abandons the Leased Premises for any period during the Lease Term; or fails to take possession of the Leased Premises when possession is tendered by landlord; or fails to submit plans or other information necessary for Landlord to complete the Tenant Improvements set forth in Exhibit "B".

D. A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on or about the Leased Premises or of Tenant's interest in this Lease; or Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Leased Premises or Tenant's interest in this Lease are attached or levied under execution.

E. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute.

F. Any forfeiture, civil asset forfeiture or similar proceeding becomes imminent or is commenced by any governmental entity against the property of Tenant or Landlord which



is based upon or arises out the activities of the Tenant, in which event the Landlord is entitled to immediate possession of Leased Premises.

**SECTION 18.02** **REMEDIES of LANDLORD:** Upon the occurrence of any event of default set forth in Section 18.01, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice or to demand upon Tenant:

A. Landlord may apply the Security Deposit or re-enter the Leased Premises and cure any default to Tenant, in which event Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

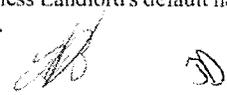
B. Landlord may sue for injunctive relief or to recover damages for any loss resulting from Tenant's default.

C. 1. Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease Term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in the Subsection C.1. of Section 18.02 shall survive the termination of this Lease; or

2. Landlord may, without terminating this Lease, re-enter the Leased Premises and re-let all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term, together with all of Landlord's reasonable costs and expenses for preparing the Leased Premises for re-letting, including all repairs, tenant finish improvements, brokers' and attorneys' fees, and all loss or damage which Landlord any sustain by reason of such re-entry and re-letting. Re-entry or taking possession of the Leased Premises by Landlord pursuant to this Subsection C.2. of Section 18.02 shall not be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any re-letting without termination by Landlord because of Tenant default, Landlord may at any time after such re-letting elect to terminate this Lease for such default.

**SECTION 18.03** **CUMULATIVE REMEDIES:** All rights and remedies of Landlord shall be cumulative, and none shall be exclusive of any other rights or remedies allowed by law, in equity, by statute, or by the terms of this Lease.

**SECTION 18.04** **LANDLORD DEFAULT and TENANT'S REMEDIES:** It shall be a default under and breach of this Lease by Landlord if Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by Landlord under this Lease for a period of thirty (30) days after notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder, unless Landlord's default has caused an injury, interruption, or diminution of Tenants business.



- SECTION 18.05** **LIMITATION of LANDLORD'S LIABILITY:** In the event of a sale or transfer of such interest (except a mortgage or other transfer as security for a debt), the "Landlord" named herein, or, in the case of a subsequent transfer, the transferor, shall, after the date of such transfer as security for a debt), the "Landlord" named herein, or in the case of subsequent transfer, the transfer, shall, after the date of such transfer, be automatically released from all personal liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Landlord hereunder; and the transferee shall be deemed to have assumed all of such terms, conditions, covenants and obligations.
- SECTION 18.06** **LEGAL EXPENSES:** In the event a party defaults in the performance or observance of any of the terms, conditions, covenants or obligation contained in this Lease and the other party employs attorneys to enforce all or any part of this Lease, the prevailing party shall be entitled to recover all reasonable and necessary costs and attorney fees incurred directly or indirectly, arising out of said default. Said costs and attorney fees include but are not limited to pre or post litigation and collection efforts post litigation. The definition of "prevailing party" is the same definition used by the Michigan Court Rules when determining the obligation for paying costs.
- SECTION 18.07** **PAYMENTS AFTER TERMINATION:** No payment of money by Tenant to Landlord after the termination of this Lease, in any manner, or after the giving of any notice by Landlord to Tenant, shall reinstate, continue or extend the terms of this Lease or affect any notice given to Tenant prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit to after final judgment granting Landlord possession of the Leased Premises, Landlord may receive and collect any sums of rent due or any other sums of money due under the terms of this Lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suite and judgment therefore obtained.

#### ARTICLE 19 -TENANT'S RIGHT TO RELOCATE

- SECTION 19.01** **TENANT'S OBLIGATION TO RELOCATE:** If the space at 2121 Haslett Rd. Haslett MI 48840 ("2121 Haslett") should become available for rental as a result of a termination of the Lease for 2121 Haslett Rd in a manner acceptable to Landlord in its sole and exclusive discretion, and available for occupancy during the period in which Tenant is leasing the space at 2119 Haslett, Rd. Haslett MI 48840 ("2119 Haslett"), Tenant is obligated to rent 2121 Haslett on the same terms and conditions as for 2119 Haslett, with rents, net charges, and proportionate share, increased in proportion to the increase in the leased area. The parties stipulate and agree 2121 Haslett is 3,200 square feet. Tenant's rent, net charges, and proportionate share for 2121 Haslett is agreed to as being twenty percent. Landlord shall give 30 days written notice of 2121 Haslett becoming available and upon the expiration of said 30 days, Tenant's obligation to pay rent and all other charges for 2121 Haslett shall commence, irrespective of whether Tenant has taken occupancy of 2121 Haslett.
- SECTION 19.02** **MONTH TO MONTH RENTAL OF 2119 HASLETT.** Should Tenant become obligated to rent 2121 Haslett pursuant to Section 19.01, Tenant may continue to rent 2119 Haslett consistent with the terms of this Lease on a month to month basis and Tenant may terminate its obligations for 2119 Haslett by giving 60 days written notice to Landlord and actually vacating during said 60 day period. Failure to vacate within said 60 days shall result in a continuation of the lease obligations for 2119 Haslett until another 60 notice is given and said property is vacated within said 60 day period.
- SECTION 19.03** **BUILD OUT OF 2121 HASLETT.** In the event Tenant rents 2121 Haslett, it shall be the obligation of Tenant to perform, at its cost, all build out of 2121 Haslett subject to the obligations and limitations contained in this Lease.
- SECTION 19.04** **INTENTION OF THE PARTIES.** It is the intention of the parties that should Tenant relocate or expand into 2121 Haslett from 2119 Haslett, except as specifically modified by this Article 19, that all terms, rights and obligations of all types and nature set forth in this Lease shall be equally applicable to both locations with the exception that rental, Net Charges and any other financial obligation will be adjusted to reflect the property actually rented by Tenant whether that be 2119 Haslett, 2121 Haslett or both locations.



## ARTICLE 20 - HAZARDOUS MATERIALS

### SECTION 20.01

**HAZARDOUS MATERIALS:** Tenant shall not use, maintain or allow the use or maintenance of the Leased Premises or any part thereof to treat, store, generate, transfer, dispose of, release, convey or recover hazardous, toxic or infectious waste on or about the Leased Premises; provided, however, any toxic material lawfully permitted and generally recognized as necessary and appropriate for the permitted use set forth in Section 2.13 may be stored and used on the Leased Premises so long as (i) such storage and use is in the ordinary course of Tenant's business permitted under this Lease; (ii) such storage and use is performed in compliance with all applicable Laws and in compliance with the highest standards prevailing in the industry for the storage and use of such materials; (iii) Tenant delivers prior written notice to Landlord of the identity of and information regarding such materials as Landlord may require; and (iv) Landlord consents thereto.

Hazardous, toxic or infectious waste shall mean any solid, liquid or infectious waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, or (iii) any substances of which the manufacture, use, treatment, storage, transportation, or disposal is regulated by any Laws, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Federal Water Pollution Control Act; the Clean Air Act; the Michigan Water Resources Commission Act; and any other applicable federal, state or local Laws.

Tenant shall immediately notify Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Leased Premise and shall deliver to Landlord any notice received by Tenant relating thereto. Tenant shall promptly supply to Landlord a copy of the reports of any environmental audit or investigation undertaken on the Leased Premises, all notices, demands, inquiries or claims received from any person or entity as a result of contamination from hazardous substances alleged to be on or emanating from the Leased Premises, and any reports or applications for licenses, permits, or approvals affecting the Leased Premises submitted by or on behalf of Tenant to any environmental regulatory agency. Landlord and its agents shall have the right to immediately enter upon the Leased Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent if such requirement arose in whole or in part because of Tenant's use of the Leased Premises.

Tenant shall indemnify and hold Landlord harmless from any and all claims, judgments, penalties, fines, loss, liability, costs, damages, expenses, attorneys' fees and any other charges incurred by Landlord in connection with any breach by Tenant of Tenant's obligations under this Section (including, without limitation, the cost of redemption, investigation, monitoring, removal, or restoration required). The convenience and obligations of Tenant hereunder, including Tenant's indemnification of Landlord hereunder, shall survive the expiration or earlier termination of this Lease.

## ARTICLE 21 - MISCELLANEOUS GENERAL PROVISIONS

### SECTION 21.01

**NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person, or mailed by first class U. S. mail with postage prepaid, and shall be addressed (a) if to Landlord, at the address specified in Section 2.17 A or at such other address as Landlord shall designate by written notice, and (b) if to Tenant, at the address specified in Section 2.17B or at the Leased Premises (if different from the address specified in Section 2.17B) or at such other address as Tenant shall designate by written notice, and notice need be sent to only one Tenant if Tenant is more than one person. All mailed notices shall be effective when mailed.



- SECTION 21.02** **QUIET ENJOYMENT:** Upon payment by Tenant of the rents herein provided and upon the observance and performance of all the convenience, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term herein stipulated without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease and any mortgages or other matters to which this Lease is subordinate.
- SECTION 21.03** **EXCUSE OF PERFORMANCE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, adverse weather conditions, failure of power or other utility, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The party entitled to such extension hereunder shall give written notice as soon as possible to the other party hereto of its claim of right to such extension and the reason(s) therefore. Provided however, the provisions of this Section shall not operate to excuse Tenant from prompt payment of Minimum Base Rent, Additional Rent or any other payments required by the terms of this Lease.
- SECTION 21.04** **Deleted.**
- SECTION 21.05** **LAW:** This Lease shall be governed by and construed pursuant to the laws of the State of Michigan.
- SECTION 21.06** **TIME:** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.
- SECTION 21.07** **PARTIAL INVALIDITY:** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- SECTION 21.08** **RELATIONSHIP BETWEEN LANDLORD and TENANT:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the computation of rent nor any other provision contained herein nor any of the acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.
- SECTION 21.09** **HEADINGS and NUMBERS:** The article, section and subsection headings and numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections of this Lease nor in any way affect this Lease.
- SECTION 21.10** **MEASUREMENT of LEASED AREA:** The square footage specified in Section 2.02 is an approximate measurement and is not intended to be exact precise, and is measured from the exterior face of exterior walls and the center line of any demising walls shared in common with other tenants, and includes any interior construction or equipment and all vertical penetrations located within the Leased Premises, including, but not limited to, stairways, elevators, vertical ducts and columns.
- SECTION 21.11** **USE of PRONOUNS:** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, and the masculine gender shall include the feminine and neuter genders.
- SECTION 21.12** **SUCCESSORS and ASSIGNS:** All of the terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their several heirs, executors administrators, successors, legal representatives, and, except as otherwise provided in this Lease, their assigns.



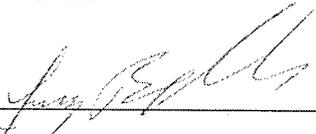
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- SECTION 21.13** **JOINT and SEVERAL LIABILITY:** If this Lease is executed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several, and a judgment entered against one shall be no bar to an action against the others.
- SECTION 21.14** **SURVIVAL:** Any provision of this Lease which obligates the Landlord or Tenant to pay an amount or perform an obligation before the commencement of the Lease Term or after the expiration of the Lease Term shall be binding and enforceable notwithstanding that payment or performance is within the Lease Term, and the same shall survive.
- SECTION 21.15** **CORPORATE AUTHORITY:** If the Tenant or co-Tenant hereunder is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation, and that this Lease is binding upon said corporation. Said corporation shall, within sixty (60) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease, and all of said directors shall be current elected directors duly authorized to authorize said corporation's entry into this Lease.
- SECTION 21.16** **RULES and REGULATIONS:** Tenant agrees to comply with and observe all of the Rules and Regulations established by Landlord attached hereto as Exhibit "C" and hereby made a part of this Lease, and as amended by Landlord from time to time. Landlord reserves the right to make such other further and reasonable rules and regulations as, in Landlord's judgment, may be necessary or desirable for the operation and management of the Leased Premises and Property, and all such rules and regulations and all amendments thereto shall become a part of this Lease at such time as they are prescribed or issued by Landlord. Tenant shall comply with all rules and regulations, except for those which contradict or abrogate any right or privilege herein expressly granted to Tenant. Tenant's failure to keep and observe said rules and regulations within thirty (30) days after written notice to Tenant specifying the nature of such failure shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.
- SECTION 21.17** **EXAMINATION of LEASE:** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.
- SECTION 21.18** **ENTIRE AGREEMENT:** This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than are herein set forth. No prior agreement, understanding or representation pertaining to any matter covered or mentioned in the Lease shall be effective for any purpose. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective duly authorized representatives as of the day and year first above written.

LANDLORD:

TENANT:

  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

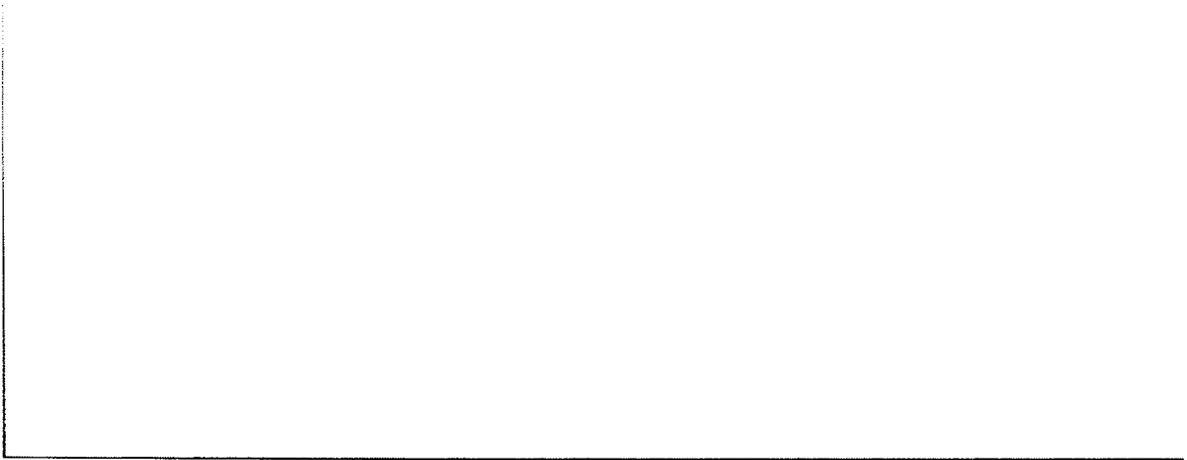
  
 \_\_\_\_\_  
 By: James Daly  
 Its: Member



**EXHIBIT "A"**

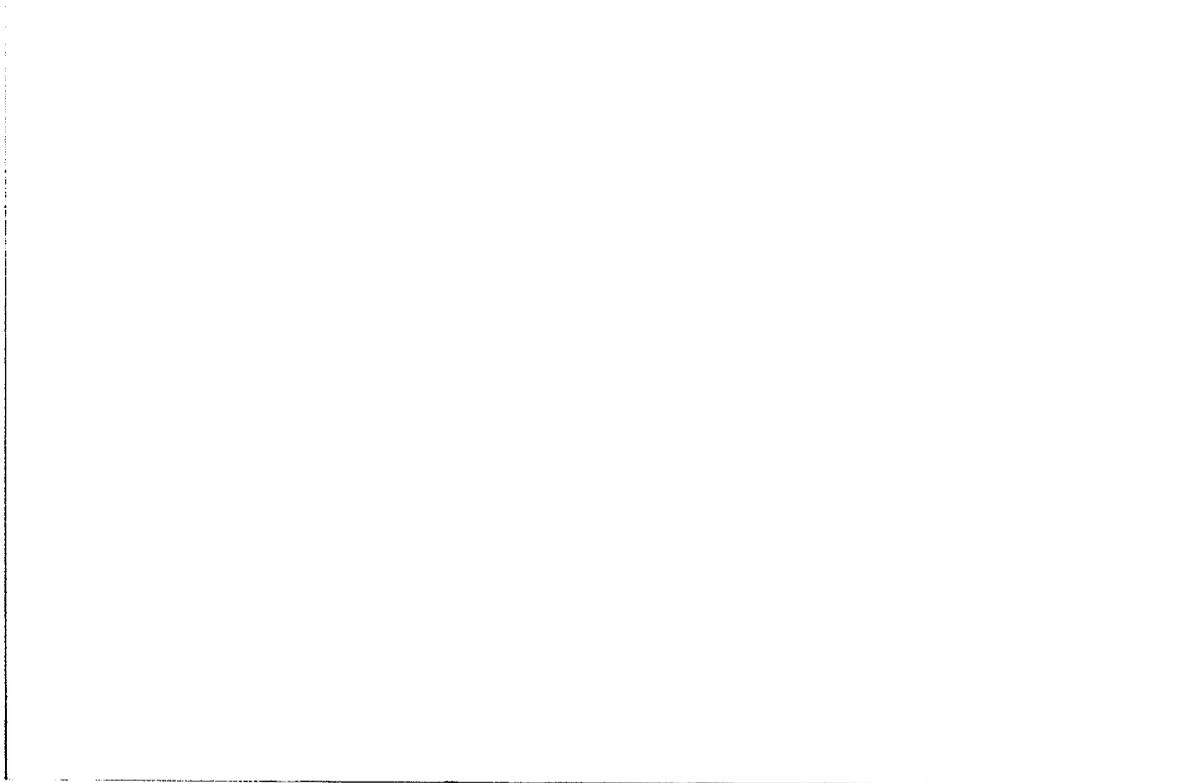
**FLOOR PLAN**





**EXHIBIT "B"**

TENANT IMPROVEMENTS



## EXHIBIT "C"

### RULES and REGULATIONS

1. The sidewalks, doorways, passages, vestibules, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Tenant shall not go upon the roof of the Building without Landlord's prior written consent.
2. No awnings, canopy or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises without Landlord's prior written approval. All electric light fixtures within the Leased Premises must be of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sun-screened without the prior written consent of Landlord.
3. No sign, picture, advertisement, notice, "For Rent" signs, flags, barber poles, statuary or any advertising device of any kind whatever may be displayed by Tenant outside the Leased Premises, or within the Leased Premises, without Landlord's prior express written approval. All signs must comply with the regulations and ordinances of the local governmental unit having jurisdiction over such items. All necessary permits, licenses, inspection fees, or any costs whatsoever in connection therewith shall be at Tenant's sole expense. Landlord may remove any and all such matter, materials, appliances and signs placed in violation hereof with notice to Tenant and at Tenant's expense. Any newspaper, magazine or other advertising done from the Leased Premises or referring to the Leased Premises which, in the opinion of Landlord, is objectionable, shall be immediately discontinued upon notice from Landlord. Tenant shall hold Landlord harmless from any injury to person or property resulting from Tenant's erection, maintenance or removal of Tenant's sign(s).
4. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Leased Premises or Building, nor shall any changes be made in existing locks or the mechanism thereof other than those changes that Tenant must make in order to comply with rules and regulations surrounding his business. If any such changes result in a change to the mechanism to open a lock or mechanism, Tenant will supply Landlord with the ability (in the form of a key, code, key card, etc.) to access the premises and those locked areas immediately upon making any such change. Tenant, upon termination of this Lease, shall surrender or deliver to Landlord all keys to the Leased Premises, the Building, storage rooms and restrooms, which were furnished to or are in the possession of Tenant or Tenant's agents, employees or other permitted by Tenant to occupy the Leased Premises. In the event of the loss of keys, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key(s).
5. Sinks, toilets, urinals, water fountains and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who caused the same.
6. Tenant shall not install any radio or television antenna, loudspeaker or other similar device on the roof, exterior walls of the Building or anywhere outside the Leased Premises without the prior written consent of Landlord. Any devices so installed without such written consent shall be subject to removal without notice at any time.
7. No animals or birds of any kind shall be brought into or kept in or about the Leased Premises or Property.
8. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage and/or manufacturing may be incidental to the permitted use of the Leased Premises. Tenant shall not occupy or permit any portion of the Leased Premises to be occupied for the manufacture or sale of liquor, narcotics (other than those narcotics that Tenant maintains a proper licensing, permitting and/or certification to possess), or tobacco in any form, or as a classroom or school, or as an employment bureau without the express prior written consent of Landlord. The Leased Premises shall not be used for lodging



or sleeping or for any immoral, illegal or unsafe purpose, or for any business or activity other than the permitted use specified in this Lease.

9. Unless by express permission from Landlord, all doors to be kept closed at all times except when in actual used for entrance to or exit from the Leased Premises.
10. Tenant shall not at any time bring or keep upon the Leased Premises any inflammable, combustible or explosive fluid, chemical or substance.
11. Landlord reserves the right to exclude from the Building all safes, freight or other heavy and bulky articles.
12. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion tends to impair the reputation of the Property or its desirability as an office or retail location, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
13. All equipment of any electrical or mechanical nature shall be placed by Tenant in the Leased Premises in settings which will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.
14. Tenant shall not use or install any method of heating or air-conditioning other than that supplied by Landlord, without Landlord's prior written consent.
15. The scheduling of Tenant move-ins and move-outs shall be subject to the reasonable discretion of Landlord.
16. Landlord and Landlord's agents may retain a passkey to the Leased Premises and shall have the right to enter the Leased Premises at any and all times, while keeping within the regulations surrounding a marihuana facility, for the purpose of inspecting, serving, repairing and examining the same and for all other purposes provided in the Lease with 24 hour notice in a non-emergency situation.
17. Landlord reserves the right to select the name of the Property and the buildings therein, and to make such change or changes of name as Landlord any deem appropriate from time to time, and Tenant shall not refer to the Property by any name other than (i) the names as selected by Landlord, or (ii) the postal address approved by the United States Post Office. Tenant shall not used the name of the Property in any respect other than as an address of Tenant's business in the Property without the prior written consent of Landlord.
18. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals in the Leased Premises as Landlord may require after consulting with Tenant and ensuring that such work will not lead to damage of Tenant's inventory or interruption in its business, and such work shall be at Tenant's expense if the pest problem is determined to have been caused by Tenant.
19. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for the propose by Landlord.
20. Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
21. All loading and unloading of merchandise, rubbish, supplies and materials and delivery of same to the Leased Premises shall be made only through such entry ways and at such times as Landlord shall designate. In its use of the loading areas, Tenant shall not obstruct or permit the obstruction of said loading areas and at not time shall Tenant park vehicles therein except for loading and unloading.
22. Except with the prior consent of Landlord, Tenant shall not sell or permit the sale of merchandise or services on the Property outside the Leased Premises, including any adjacent sidewalks.

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23. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants in the Building.
24. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Tenant's subtenants, assignees or any of Tenant's servants, employees, agents, customers, invitees, visitors or licensees.
25. These Rules and Regulations are in addition to and shall not be construed in any way to modify, alter or amend in whole or in part, the terms, covenants, agreements and conditions of the Lease.
26. Landlord reserves the right to make such other and further rules and regulations as in Landlord's judgment may from time to time be necessary and proper, and upon delivery of notice thereof to Tenant, such rules shall become binding upon the parties hereto.

In the event any violation of any of the above Rules and Regulations continues after five (5) days following notice to Tenant of such violation, beginning on such fifth day Tenant shall, in addition to any and all other remedies of Landlord provided in this Lease for default by Tenant, liquidated damages of Fifty Dollars (\$50.00) per day for each such violation for each day such violation continues.

 JV

**EXHIBIT D**

**Guaranty**

In consideration of and as an inducement for the execution of a certain Lease dated September 12<sup>th</sup>, 2019 (the "Lease"), between North Meridian Plaza, as Landlord ("Landlord"), and Meridian PE Plaza, as Tenant ("Tenant"), the undersigned, James Daly (hereinafter collectively referred to as the "Guarantor"), irrevocably guarantee; the Landlord the full and prompt payment when due and at all times thereafter of all Base Rent, Additional Rent (as defined in the Lease), Operating Costs and Taxes (as defined in the Lease), and liabilities of every nature and kind, now or hereafter owing from Tenant to Landlord, pursuant to said Lease and all interest and late charges thereon (the "Indebtedness"), Guarantor further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements that Tenant, its successors and assigns must perform pursuant to the Lease (the "Obligations"). The term "Lease" as used in this Guaranty shall include the Lease and all renewals, extensions, addenda, amendments and modifications thereof.

Guarantor guarantees that if Tenant, its successors or assigns shall for any reason default under the Lease, including in the payment of Base Rent, Additional Rent, Operating Costs and Taxes, late charges, or the performance of Obligations, Guarantor shall forthwith, without further action by Landlord against Tenant, pay such Base Rent, Additional Rent, late charges or indebtedness and arrears thereof to Landlord, and faithfully perform and fulfill all Obligations of Tenant. Guarantor further guarantees to pay Landlord all damages, including, without limitation, all attorneys' fees and expenses that may arise in consequence of any default by Tenant, its successors or assigns under the Lease, and/or by the enforcement of this Guaranty.

Without affecting Guarantor's obligations to Landlord hereunder, Guarantor consents that Landlord may, in its sole discretion and without notice to Guarantor, renew, extend or modify the Lease at any time. Guarantor waives: (a) notice of acceptance of this Guaranty by Landlord; and (b) notice of presentment, demand for payment, protest, or of action of any nature on any default under the Lease, including the right to require Landlord to sue or otherwise to enforce payment of Base Rent, Additional Rent, Operating Costs and Taxes, late charges or Indebtedness or the performance of Obligations under the Lease.

All of the Landlord's rights and remedies under the Lease and/or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein mentioned, whether exercised by Landlord or not, is intended to be in exclusion or a waiver of any of the others. This Guaranty represents the entire agreement between Guarantor and Landlord with respect to the subject matter hereof and can only be modified, waived or terminated by a writing signed by Landlord. This Guaranty shall be construed according to the laws of the State of Michigan that are applied to guarantees made and to be performed in that State.

If the Guarantor is more than one person, the liability of the undersigned hereunder is joint and several. This Guaranty shall be binding upon the Guarantor, the Guarantor's heirs, executors, administrators, legal representatives, successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY.**

WITNESS

GUARANTOR(S):

\_\_\_\_\_

 \_\_\_\_\_ James Daly

\_\_\_\_\_

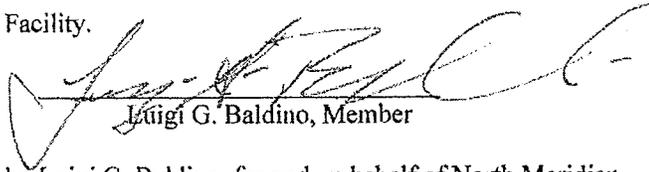
**AFFIDAVIT OF LUIGI G. BALDINO**

STATE OF Florida )  
COUNTY OF Hillsborough ) :SS

The undersigned, Luigi G. Baldino, an individual residing at 1812 N. College Road in Mason, Michigan 48854, and makes this his statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts, and assertions set forth are true and correct to the best of his knowledge:

I, **Luigi G. Baldino**, Member of **North Meridian Plaza, LLC**, a Michigan Limited Liability Company registered at 1812 N. College Road in Mason, Michigan 48854 (**the "Company"**) who is the owner of the real property located on the south east corner of Haslett Road and Okemos Road, ("Property") and referenced in Meridian Township's Overlay Area #2 updated 5-16-19 and hereby authorize, **James Daly**, individually in his capacity as a Member of **Meridian RE Ventures, LLC**, a Michigan Limited Liability Company registered at 106 N. Fourth Avenue, Suite 302, in Ann Arbor, Michigan 48104, and in his capacity as President of **CannArbor, Inc.**, a Michigan Corporation registered at 106 N. Fourth Avenue, Suite 302, in Ann Arbor, Michigan 48104 (**collectively, the "Lessee"**), or one of the Lessee's assigns, affiliates, or subsidiaries, to use the Property, as a Commercial Medical Marihuana Facility.

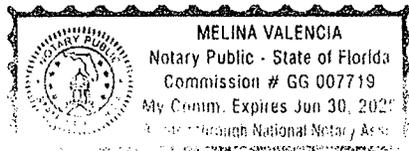
Date: 8-2-2017

  
Luigi G. Baldino, Member

Subscribed and sworn to me, a notary public, by Luigi G. Baldino, for and on behalf of North Meridian Plaza, LLC.

Melina Valencia, Notary Public  
Hillsborough County, State of Florida

My commission expires \_\_\_\_\_



## OPTION TO SUBLEASE

This option agreement (Agreement) is made on August 7, 2019, by Haslett Gallery Inc., located at 106 N. Fourth Ave. Ste. 302 Ann Arbor, MI 48104 (Sublessee), and Meridian RE Ventures LLC located at 106 N. Fourth Ave. Ste. 302 Ann Arbor, MI 48104 (Sublessor), for the purpose of providing an option to Sublessee to lease the real property located at 2119 Haslett Rd., Haslett MI 48840 (the Premises), from Sublessor, on the terms and conditions set forth below.

1. **Term of the option.** The option created by this Agreement shall stay in effect for one year from the date of execution upon which it shall automatically terminate unless it has been exercised by Sublessee as required by this Agreement.
2. **Exercise of the option.** At any time during the term of this Agreement, Sublessee may exercise this option by delivering to Sublessor, personally or by certified mail (return receipt requested), written notice of the exercise of the option. The exercise of the option shall be effective when Sublessor receives the written notice.
3. **Consideration.** Concurrently with the signing of this Agreement, Sublessee has paid Sublessor One Dollars (\$1.00) as consideration for the option. If Sublessee exercises the option, this amount shall be applied to the first rental payment (or payments) to come due under the lease.
4. **Lease terms.** Five (5) Years
5. **Title.** Sublessor warrants that it has a Lease to the Premises and is able to sublease the Premises to Sublessee and provide Sublessee with quiet enjoyment of the Premises during the term of the lease.
6. **Condition of Premises.** Sublessor makes no warranties regarding the condition of the Premises. The Sublessee shall be solely responsible for doing any investigation and due diligence it wishes of the Premises before entering into a lease. If the Sublessee exercises its option to lease the Premises it shall be in "as is" condition without warranty or representation from the Sublessor.
7. **Form of Lease.** Lease shall be prepared using the Sublessor's form of lease.

**8. Possession Date.** Upon written notice from Sublessee that Sublessor has received approval from Meridian Township for use as a medical marijuana provisioning center.

**9. Security Deposit.** Sublessee shall pay to Sublessor, upon execution of the Lease Agreement a security deposit equal to the combined amount of the last and first months' rental amounts.

**10. Taxes and assessments.** Sublessor shall pay all taxes and assessments on the Premises that are billed or become a lien before or as of the closing date. Sublessee shall pay all real property taxes and assessments that arise after the closing date.

**11. Tenant Improvements.** The Tenant shall not make any alterations, additions or improvements to said Premises without the Landlord's written consent, and all alterations, additions or improvements made by the Tenant upon the Premises, except moveable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this lease, without molestation or injury.

**12. Default.** Any breach in the timely performance of any obligation in this Agreement shall constitute a default, entitling the party not in default to rescind this Agreement and to pursue any other legal and equitable remedies that are available under Michigan law. Time is of the essence in the performance of the provisions of this Agreement. If Sublessor fails to meet its obligations under this Agreement, Sublessee may demand the return of the consideration and pursue any legal and equitable remedies that are available to Sublessee, including, but not limited to, the recovery of damages and specific performance of this Agreement. If the transaction contemplated by this Agreement does not close because a condition of this Agreement is not met, without the fault of Sublessor or Sublessee, Sublessor shall return the consideration to Sublessee and neither party shall have any further obligations under this Agreement.

**13. Eminent domain.** Sublessor shall notify Sublessee within two days after receiving notice that the Premises or any portion of the Premises are to be taken or are threatened to be taken through the exercise of eminent domain. On receiving notice from Sublessor, Sublessee shall have the right to terminate this Agreement and have any payments made under this Agreement returned to Sublessee. If Sublessee elects to terminate this Agreement, all proceeds of the taking shall become Sublessor's property. If Sublessee elects to exercise the option, the proceeds of the taking shall be paid to the Sublessor and Sublessee in accordance with their respective interests in the Premises.

**14. Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter. All prior and contemporaneous negotiations are merged into the terms of this Agreement. This Agreement may be modified only by a written document signed by the parties to this Agreement.

**15. Successors and assigns.** This Agreement binds and benefits the parties and their successors and assigns. Either party may assign its rights under this Agreement.

16. **Legal fees.** If either party brings an action against the other to enforce this Agreement, the party in whose favor a final judgment is entered shall be entitled to recover court costs and reasonable attorney fees from the other party.

17. **Notices.** All notices required under this Agreement shall be in writing. A notice shall be complete when it is delivered personally to the other party or two business days after it is mailed to the other party by certified mail, with a return receipt requested, at the address shown above or at a subsequent address given by the party under this notice provision.

18. **Jurisdiction and venue.** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the state of Michigan and venue for any disputes shall lie in Washtenaw County, Michigan.

19. **Time of the essence.** Time is of the essence in this Agreement.

20. **Effective date.** The parties have caused this Agreement to be signed, and it shall be effective as of the day and year first above written.

21. **Recording.** Either party may record this document.

SUBLESSEE  
Haslett Gallery Inc.

By: \_\_\_\_\_  
James F. Daly  
Its: President

SUBLESSOR  
Meridian RE Ventures LLC

By: \_\_\_\_\_  
James F. Daly  
Its: Member/Manager

Drafted by: Benjamin D. Joffe  
106 N. Fourth Ave. Ste.302  
Ann Arbor, MI 48104

Return to: Haslett Gallery Inc.  
c/o Benjamin D. Joffe PLLC  
106 N. Fourth Ave. Ste.302  
Ann Arbor, MI 48104

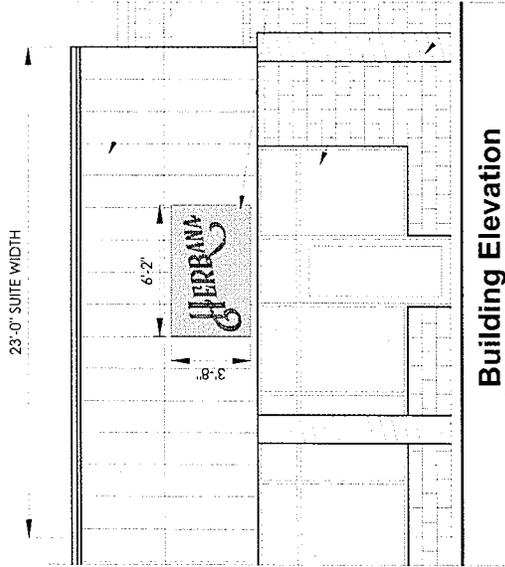
# Attachment D

**Haslett Gallery, Inc.**  
 2119 Haslett Road., Suite 'A' - Signage



4740 Marsh Road  
 Okemos, Michigan 48864  
 Phone: (517) 349-0902  
 Cell: (588) 243-5945

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**Building Elevation**

EXISTING METAL FACADE TO REMAIN.

ILLUMINATED SIGN TO REPLACE EXISTING AT BUILDING FACADE. SIGN NOT TO EXCEED 23 SO. FT.

NEW INSERT WITHIN EXISTING STREET STREET POLE SIGN.

EXISTING STOREFRONT TO REMAIN.

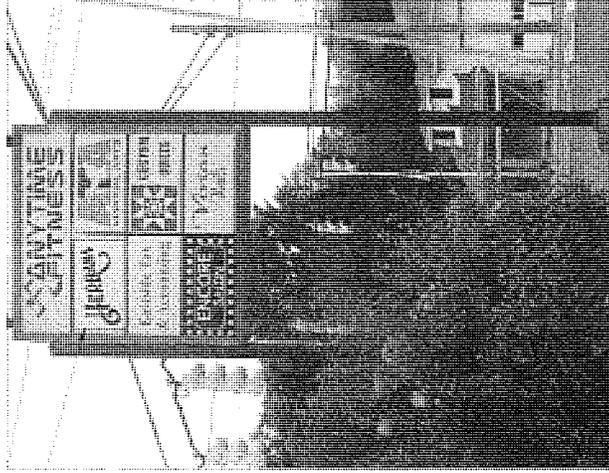
EXISTING COLUMNS TO REMAIN.

EXISTING METAL FACADE TO REMAIN.

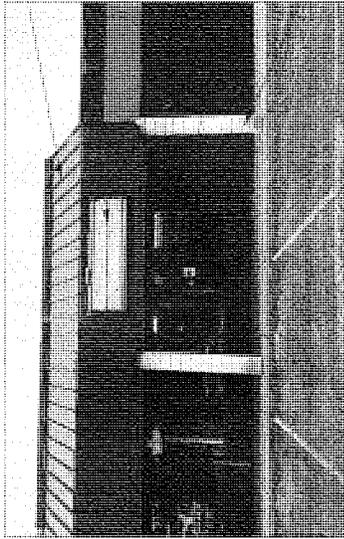
ILLUMINATED SIGN TO REPLACE EXISTING.

EXISTING STOREFRONT TO REMAIN.

EXISTING COLUMNS TO REMAIN.



**Street Pole Sign**



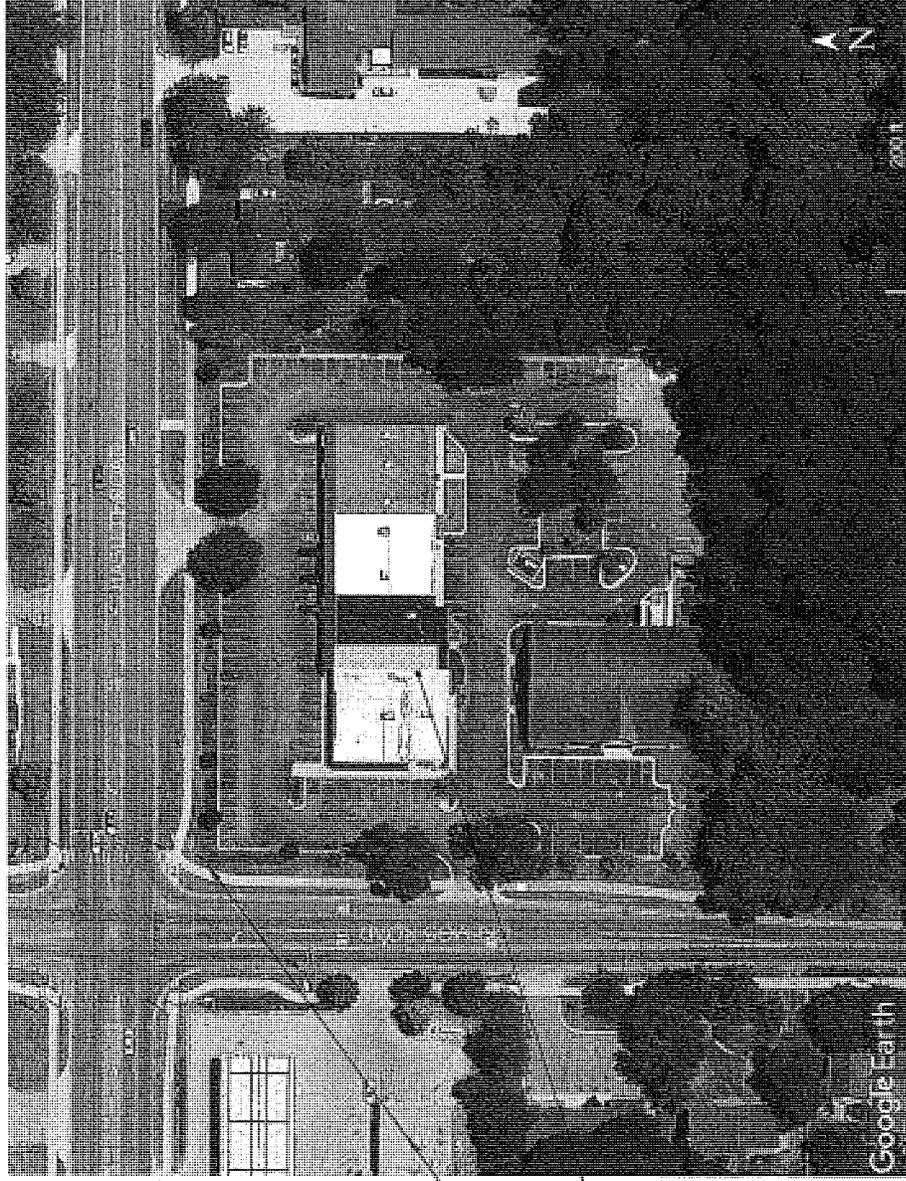
**Partial Building Facade**

Haslett Gallery, Inc.  
2119 Haslett Road., Suite 'A'



4740 Marsh Road  
Okemos, Michigan 48864  
Phone: (517) 349-0902  
Cell: (586) 243-5945

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LOCATION OF EXISTING POLE SIGN

LOCATION OF LEASE SPACE WITHIN EXISTING  
RETAIL CENTER.

## SITE OVERVIEW

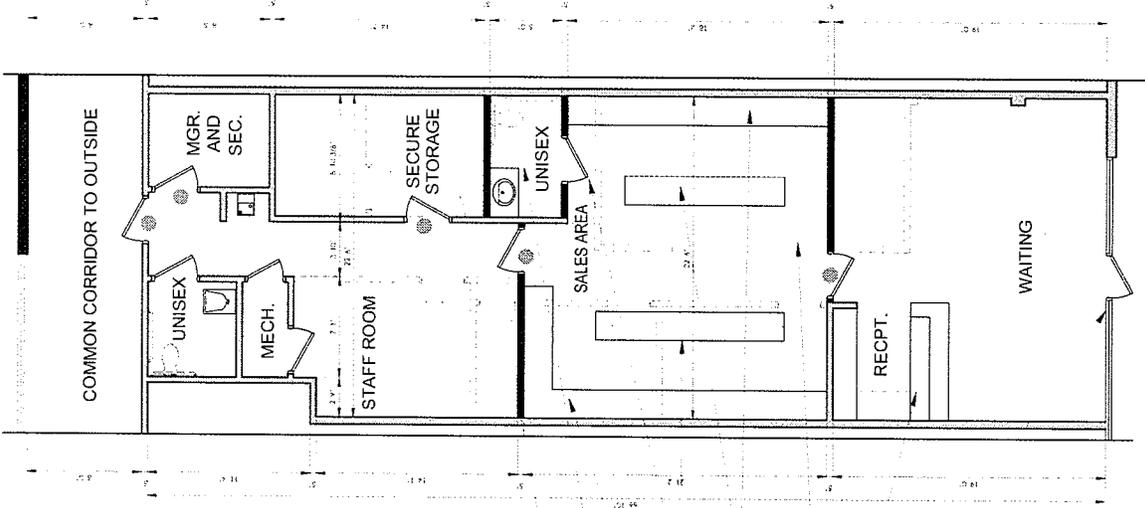
# Haslett Gallery, Inc.

2119 Haslett Road., Suite 'A'



4740 Marsh Road  
 Okemos, Michigan 48864  
 Phone: (517) 349-0902  
 Cell: (686) 243-5945

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RESTRICTED ACCESS AREAS  
 HEATED ACCESS AREAS  
 PATENT ACCESS AREAS

ASBESTOS REMEDIATION, WITH DRYWALL AT ALL LOW PRIORITY LOCATIONS, 100.

ASBESTOS REMEDIATION, INCLUDING REQUIRED PILING TO LOCATIONS.

LOW CAPACITY FOR DISPLAY AND TRANSACTION PURPOSES.

LOW SOLID LOAD DOOR SET IN D.V. DOOR FRAME, WATER EIGHT.

LOW CAPACITY FOR DISPLAY AND TRANSACTION PURPOSES.

BRICKED MASS PENETRATES WALLS AND OTHER ITEMS TO BE REMOVED OR VANDERED.

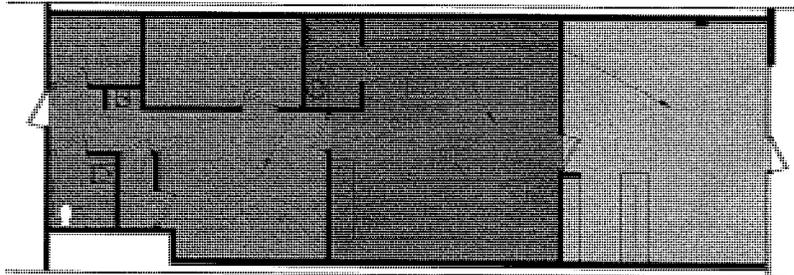
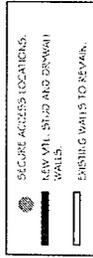
ENDING RECEPTION COUNTER TO REPAIR, YOGURT AS DEPICTED.

FRONT LANDING GLASS FOR OPaque FINISH.



## FLOOR PLAN

SCALE: 1/8" = 1'-0"



GENERAL PROJECT DATA	TOTAL FLOOR SPACE AREA INSIDE FINISHED WALLS PER CODE: 1,131.00 SQ. FT.
BUILDING DESCRIPTION: ASSISTING MASS NURSERY WITHIN COMMERCIAL BUILDING TO BE RECYCLED TO AUTOMATIC FIRE SUPPRESSION SYSTEM.	TOTAL FLOOR AREA: 1,131.00 SQ. FT.
ZONING: C-2	BUILDING HEIGHT: ONE STORY AND 16'-0" +/-
CONSTRUCTION TYPE: SFR	OCCUPANCY: RETAIL
OCCUPANCY TYPE: V (PERMISSIBLE)	OTHER AREAS: 3,529.13 SQ. FT. PERMISSIBLE
BUILDING AREA:	TOTAL OCCUPANCY LOAD = 16 PERSONS
PROVIDING CENTER (NOT GROUP V)	

# Attachment E

# Traffic Engineering Associates, Inc.

517/627-6028 FAX: 517/627-6040

PO Box 100  
Saranac, Michigan 48881

Mr. James Daly  
Haslett Gallery INC  
106 N 4th Ave Suite 302  
Ann Arbor, MI 48104

November 21, 2019

Dear Mr. Daly:

Traffic Engineering Associates, Inc. (TEA) conducted a trip generation comparison for the proposed Marijuana Dispensary which will be located at 2119 Haslett Road, Unit A, Meridian Charter Township, Ingham County, Michigan.

## PROJECT DESCRIPTION

The proposed Marijuana Dispensary will be using an existing 1,510 square foot building that was previously occupied by a State Farm Insurance agent.

## TRAFFIC ANALYSIS

For this analysis, trip generation rates were derived from the ITE TRIP GENERATION MANUAL (10th edition). The ITE trip generation rates for Marijuana Dispensary (Land Use Code 882) were selected as representing the proposed 1,510 square foot building. The ITE description of Marijuana Dispensary is as follows:

*A marijuana dispensary is a standalone facility where cannabis is sold to patients or consumers in a legal manner.*

It is projected that the proposed land use would generate 16 vehicle trips during the AM peak hour, 33 vehicle trips during the PM peak hour, and a weekday (24-hour) total of 382 vehicle trips.

**Proposed Vehicle Trips**

Land Use	Size	AM Peak Hour			PM Peak Hour			Weekday
		In	Out	Total	In	Out	Total	
Marijuana Dispensary, Land Use Code 882	1,510 Sq. ft.	9	7	16	16	17	33	382



## FINDINGS

In accordance with the guidelines set forth in "Evaluating Traffic Impact Studies, A Recommended Practice for Michigan Communities," sponsored by the Tri-County Regional Planning Commission and the Michigan Department of Transportation, if a proposed site is expected to generate at least 100 directional trips during the peak hour or at least 750 trips during an average day, a traffic impact statement is required. If the traffic generated by the site is expected to be between 50 and 99 directional trips during a peak hour, a traffic impact assessment shall be required.

Using the "Evaluating Traffic Impact Studies, A Recommended Practice for Michigan Communities" guideline, neither a traffic assessment nor a traffic impact statement would be required for this development based on projected volumes.

If you have any questions, please write or call.

Sincerely,



Heather L. Zull, PE



# Attachment F

## Attachment F – Natural Features Assessment

7a. There will be no changes to the natural features on the parcel. Due to this circumstance this question is not applicable to this application. Natural features are also included on the site plan

7b. There will be no changes to the natural features on the parcel and therefore there will be no impacts on the natural features.

7c. There will be no changes to the natural features on the parcel and no mitigation will need to take place to shield the natural features

# Attachment G

## Attachment G – SUP Request Standards

1. A provisioning center at the proposed location aligns with the intent and purposes of Meridian Township Code of Ordinances Chapter 86. Among the Chapter 86 listed and applicable purposes to this project are fostering "harmonious relationships among land uses" , and promote stability of the townships commercial areas; this project does both. The project is a consumer facing business which anticipates interactions with customers can take around 10 minutes, similar to those interaction times that are taking place at other nearby businesses including salons, professional services, and targeted retail establishments. This project is the exact same type of land use as the current retailers in this area and its addition will promote stability in the area by adding an anchor type consumer serving business to the corner mall. Finally, the planning commission and township board have endorsed the location by including this parcel as part of the medical marihuana overlay district.
2. The project is consistent with the Meridian Master Plan. The project is in a commercially zoned parcel of a Mixed-Use Core Area with multiple types of available transportation. It promotes pedestrian use a it is situated on the Haslett Road bike lane (road diets) portion with an existing pedestrian pathway. There is also public transit located on the adjacent roadway. This project, along with the surrounding businesses, is accessible by foot and vehicular traffic, which will help create a small community of consumer facing businesses for the nearby residents of the municipality.
3. This will have no change on the existing or intended character of the general vicinity because the project contains minimal changes to the parcel's currently constructed building. It is appropriate to conclude that the area's essential character will remain unchanged.
4. The project will compliment existing neighboring uses. The project includes a small consumer facing business consistent with those types of organizations in the immediate vicinity. The project also includes a robust surveillance system addressing the interior and exterior of the project. The addition of exterior surveillance cameras results in additional security for surrounding organizations and a potential resource for local authorities. Finally, the project also includes odor mitigation elements to make sure there is no potential nuisance to the surrounding neighbors. *See Legalizing Marijuana Could Give Michigan Home Values A Boost, available at <https://www.forbes.com/sites/aiyyale/2018/12/06/legalizing-marijuana-could-give-michigan-home-values-a-boost/#17ac9d5140e4> and Contact High: The External Effects of Retail Marijuna Establishments on House Prices, available at: [https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=2885017](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2885017)*
5. This project will likely increase the economic welfare of the surrounding properties and community. They type of project contemplated for this parcel has been shown to

increase property prices of neighboring and closely situated parcels. Additionally, the existence of a type of business that has never been in the current property will increase adjacent business opportunities for new customers that would not ordinarily visit the area.

6. The public facilities adequately serve the current buildings on the parcel as there is little to no change in the intensity of the use. There is little to no-change in the building presented in the project and therefore the building will continue to be adequately served by the public facilities.
7. The public sanitation facilities adequately serve the current buildings on the parcel. There is little to no-change in the parcel presented in the project and therefore the parcel will continue to be adequately served by the public sanitation facilities.
8. This project will not affect the general welfare of those individuals and entities close to, or adjacent, to the proposed facility. There is currently no, and due to the lack of changes there will not be, any uses, activities, processes, materials, and equipment or conditions of the operation. Specifically, there will be no packaging on site, this activity is the number 1 cause of odor and by not doing such on site, we can anticipate no odor. However, the organization will continue to put other odor mitigating procedures in place, including placing carbon air filters and maintaining negative air pressure in the facility.
9. This project will have limited to zero impact on the surrounding areas due to the minimal changes to the premises as espoused in this application.



**SIGN PERMIT APPLICATION**  
**CHARTER TOWNSHIP OF MERIDIAN**  
**5151 MARSH ROAD, OKEMOS, MI 48864-1198**  
**BUILDING DIVISION PHONE: (517) 853-4500 FAX: (517)853-4095**  
**meridian.mi.us**

**PLEASE PRINT**

Site Address/Location		Zoning District
Applicant (If different than Contractor)		
Address of Applicant		
Telephone	Fax	Email
Contractor		Contractor License #
Address of Contractor		
Telephone	Fax	Email

Type of Sign	Number of Signs	New	or	Replacement of Existing
<input type="checkbox"/> Freestanding	_____	___		___
<input type="checkbox"/> Wall	_____	___		___
<input type="checkbox"/> Other (describe)	_____	___		___

**The following materials must be submitted with the application:**

- A drawing of the sign to scale showing dimensions and total square footage.
- A drawing of the support structure (base) and footing to scale showing dimensions & total height including the sign.
- A site plan to scale showing location of freestanding sign and setbacks.
- Building elevation to scale showing location of wall sign and lineal dimension of the building or tenant space
- Permit fee \$ \_\_\_\_\_ **FEE RECEIVED \$ \_\_\_\_\_ RECEIPT # \_\_\_\_\_ DATE \_\_\_\_\_**

I agree this application is only for the work described and does not grant permission for additional or related work which requires separate permits. I understand the permit may become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to comply to all applicable laws of the State of Michigan and the local jurisdiction. All information provided on the permit application and accompanying documentation is to the best of my knowledge true and accurate.

Applicant/Contractor Signature \_\_\_\_\_ Date 3/20/23

Federal I.D Number \_\_\_\_\_ Insurance Name/Policy Number \_\_\_\_\_

**FOR OFFICE USE ONLY**

<input type="checkbox"/> Existing Sign <input type="checkbox"/> Conforming <input type="checkbox"/> Non Conforming If Non Conforming Assessed Value of Sign \$ _____	<input type="checkbox"/> Proposed Sign <input type="checkbox"/> Conforming <input type="checkbox"/> Non Conforming Variance Granted/Date _____
Application <input type="checkbox"/> Approved <input type="checkbox"/> Denied Building Official _____	Date Approved: _____ <b>Permit Number</b> _____

**NOTE: Separate application must be completed for Electrical permit.**

**This is not a permit and does not authorize any sign(s) to be installed or any other work or construction associated with this application until a permit has been issued.**

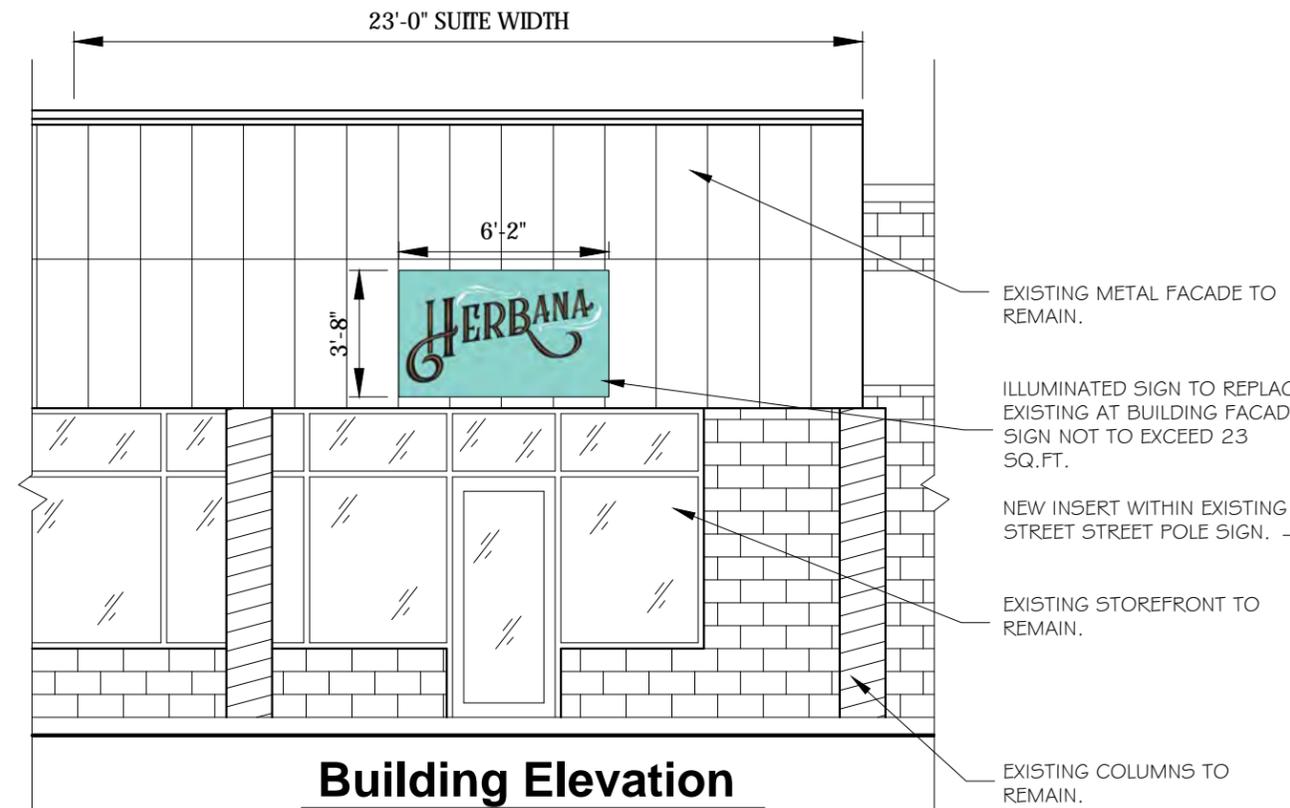
# Meridian RE Ventures

2119 Haslett Road., Suite 'A' - Signage

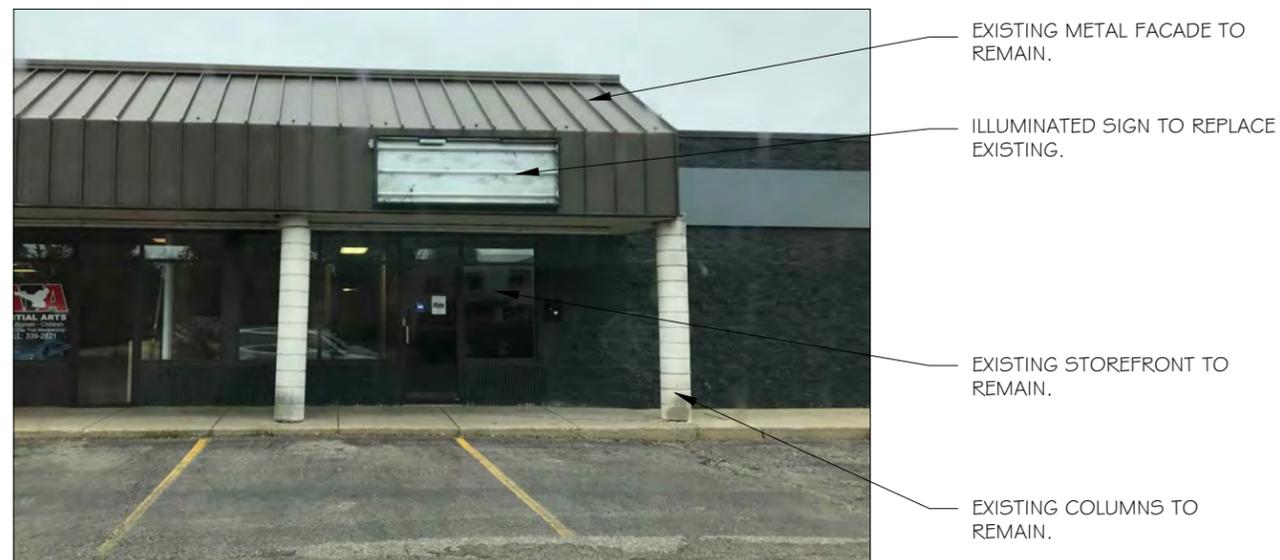


4740 Marsh Road  
Okemos, Michigan 48864  
Phone: (517) 349-0902  
Cell: (586) 243-5945

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**Building Elevation**



**Partial Building Facade**



**Street Pole Sign**



**To:** Planning Commission

**From:** Brian Shorkey, Senior Planner

**Date:** April 20, 2023

**Re:** Special Use Permit #23004 (Schultz Veterinary Clinic), to construct a 650 square foot addition to an existing business.

---

The Planning Commission held the public hearing for Special Use Permit #23004 at its meeting on April 10, 2023. The Planning Commission raised questions about the required pathway on the Subject Property's frontage on Bennett Road.

Staff has discussed the pathway with Township Engineering and Public Works staff. While no date has been confirmed for the pathway's construction, it has been confirmed that the pathway will be constructed during the 2023 construction season. The pathway will meet the Township's construction standards, meaning that it will not exceed a 3 to 1 grade and therefore does not require any railing to be constructed. Further information will be provided when the Township applies for the required wetland permit for the pathway's construction.

No other major concerns were raised and the Planning Commission agreed to consider a resolution to approve the special use permit to construct 650 square foot addition on the existing business at 2770 Bennett Road at its next meeting.

### **Planning Commission Options**

The Planning Commission may approve, approve with conditions, or deny the special use permit. Staff recommends **approval** of the Special Use Permit to construct 650 square foot addition on the existing business at 2770 Bennett Road, with the conditions listed in the resolution.

- **Move to adopt the resolution approving Special Use Permit #23004 to construct 650 square foot addition on the existing business at 2770 Bennett Road.**

### **Attachment**

1. Resolution to approve SUP #23004.
2. April 10, 2023 meeting packet.

**RESOLUTION TO APPROVE**

**Special Use Permit #23004  
Schultz Veterinary Clinic**

**RESOLUTION**

At a regular meeting of the Planning Commission of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, in said Township on the 24th day of April, 2023 at 6:30 p.m., Local Time.

PRESENT:

ABSENT:

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

WHEREAS, Schultz Veterinary Clinic has submitted a request to construct a 650 addition to an existing veterinary clinic at their property at 2770 Bennett Road, identified as Parcel I.D.# 33-02-02-29-300-014; and

WHEREAS, the subject property is zoned RR – Rural Residential; and

WHEREAS, according to Sec. 86-368 of the Zoning Ordinance, veterinary clinics are allowed as a special use in the Rural Residential zone; and

WHEREAS, the Planning Commission held a public hearing at its regular meeting on April 10, 2023, and has reviewed staff material forwarded under a cover memorandum dated April 6, 2023; and

WHEREAS, the proposed project is consistent with the general standards for granting a special use permit found in Section 86-126 of the Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED THE PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF MERIDIAN hereby approves Special Use Permit #23004, subject to the following conditions:

1. A final site plan is required to be submitted and approved prior to the issuance of building permits for the proposed addition.

ADOPTED: YEAS:

NAYS:

STATE OF MICHIGAN )

) ss

COUNTY OF INGHAM )

I, the undersigned, the duly qualified and acting Chairperson of the Planning Commission of the Charter Township Meridian, Ingham County, Michigan, DO HEREBY

**Resolution to Approve**  
**SUP #23004 (Schultz Veterinary Clinic)**  
**Page 2**

CERTIFY that the foregoing is a true and a complete copy of a resolution adopted at a regular meeting of the Planning Commission on the 24th day of April, 2023.

---

Mark Blumer  
Planning Commission Chairperson



**To:** Planning Commission

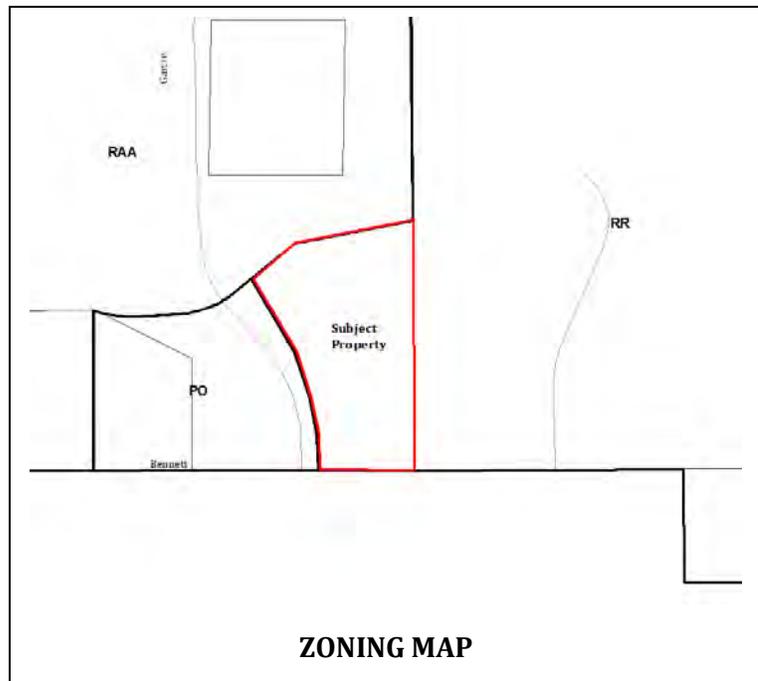
**From:** Brian Shorkey, Senior Planner

**Date:** April 6, 2023

**Re:** Special Use Permit #23004 (Schultz Veterinary Clinic), to construct a 650 square foot addition to an existing business.

Mayberry Homes (Applicant) has submitted a Special Use Permit (SUP) application for the construction of an addition of an existing business, Schultz Veterinary Clinic, at 2770 Bennett Road (Subject Property). The approximate 2.8-acre subject property is zoned RR (Rural Residential). The Clinic was originally approved in 1989 (SPR #89-10) and was last added on to in 2006 (SPR #06-02). As a veterinary clinic is a special land use in the RR district, it was determined that further expansion of the building requires an amendment to the previously approved SUP (#06-89071).

This application was introduced to the Planning Commission at their regular meeting on February 27, 2023. At that time, Staff informed the Planning Commission about a previous condition for SUP #06-89071 that required the installation of the Subject Property's segment of the Township Pathway along Bennett Road. The Pathway was never installed, meaning that installation of the Pathway segment is still required for approval. Since that meeting, Township Engineering has worked with the Applicant to work out a path to comply with that condition and the Pathway segment will be constructed in 2023. As a result, this application is being reheard.



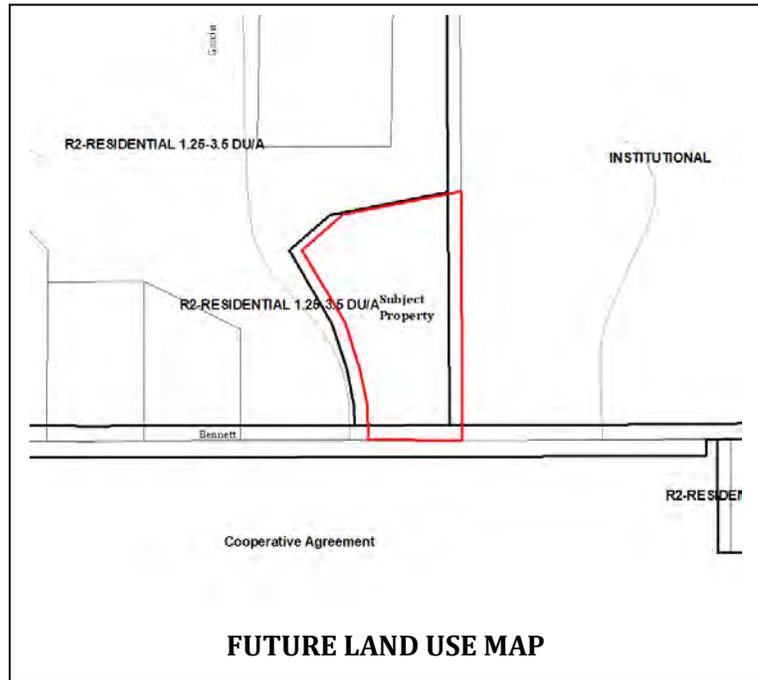
### **Zoning and Future Land Use**

The Subject Property is located in the RR – Rural Residential zoning district. The same zoning designation applies to the properties to the east. The property to the west is zoned PO – Professional

**Special Use Permit #23004 (Schultz Veterinary Clinic)  
Planning Commission (April 10, 2023)  
Page 2**

Office. The property to the north is part of the Silverleaf Planned Unit Development and is zoned RAA – Single-Family Residential. The property to the south is under a Cooperative Agreement with the City of Lansing and is the College Fields golf course.

The 2017 Master Plan designates the subject site as R2 – Residential. This designation also applies to the property to the west and north. The property to the east is shown as Institutional and is owned and operated by Okemos Schools. The property to the south is under a Cooperative Agreement with East Lansing.



**Staff Analysis**

Applications for Special Use Permits must comply with the standards as found in Sec. 86-126. The standards are listed here for the Planning Commission’s review, followed by Staff comments in *italics*.

1. The project is consistent with the intent and purposes of this chapter.  
*The existing use is a veterinary clinic. The use has been compatible with the surrounding land uses.*
2. The project is consistent with applicable land use policies contained in the Township's comprehensive development plan of current adoption.  
*As noted, the property is designated as R2 – Residential in the Future Land Use map and the property is zoned RR – Rural Residential. Veterinary clinics are allowed as an SUP in the RR district and conforms with the Comprehensive Plan.*
3. The project is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.  
*The proposed addition is consistent with the existing structure. The proposed addition is on the north side of the building and unobservable from the Bennett Road, so the appearance of the area is not expected to change.*
4. The project will not adversely affect or be hazardous to existing neighboring uses.  
*No adverse or hazardous effects are expected from the proposed addition.*
5. The project will not be detrimental to the economic welfare of surrounding properties or the community.

**Special Use Permit #23004 (Schultz Veterinary Clinic)  
Planning Commission (April 10, 2023)  
Page 3**

*No changes in surrounding economics are expected.*

6. The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service.

*All existing public facilities are adequate for the proposed SUP and no improvements are necessary, except that there is a requirement that the segment of the Township Pathway for the Subject Property be constructed. The Applicant has come to an agreement with Township Public Works about the Pathway segment. Public Works will construct the Pathway segment on behalf of the Applicant later in 2023.*

7. The project is adequately served by public sanitation facilities if so designed. If on-site sanitation facilities for sewage disposal, potable water supply, and stormwater are proposed, they shall be properly designed and capable of handling the long term needs of the proposed project.

*All existing public facilities are adequate for the proposed SUP and no improvements are necessary.*

8. The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

*It is not expected that any additional traffic, noise, smoke, fumes, glare, or odors will be produced.*

9. The project will not directly or indirectly have a substantial adverse impact on the natural resources of the Township, including, but not limited to, prime agricultural soils, water recharge areas, lakes, rivers, streams, major forests, wetlands, and wildlife areas.

*The proposed SUP will not have any effects on the Township's natural resources. There is a regulated wetland on the south side of the Subject Property, but the proposed addition is on the north side of the existing building and will not affect the wetland. As noted, the Township Public Works Department has agreed to construct the required segment of the Township Pathway. The Pathway segment may have an effect on the regulated wetland. If it does, Township Public Works will apply for a Wetland Permit as required.*

In addition, non-residential special uses under Sec. 86-654(e) have specific site location standards that must be met. Based on that review, Staff has no additional comments.

If the project is approved by the Planning Commission, the applicant will be required to submit for Site Plan Review before work on the project can begin. Site Plan Review is a detailed staff-level analysis of the project which includes reviews of storm water, utilities, landscaping, grading, and other issues to ensure compliance with all applicable ordinances as well as confirmation of approvals from local agencies such as the Ingham County Drain Commissioner's Office and the Ingham County Road Department.

### **Planning Commission Options**

The Planning Commission has the option to approve, approve with conditions, or deny Special Use Permit #23004. A resolution will be provided at a future meeting.

**Attachments**

1. SUP permit application and attached material, dated January 30, 2023.
2. Building Drawings and Site plan prepared by Farhat Design, dated September 6, 2022 and received by the Township on January 30, 2023.

**CHARTER TOWNSHIP OF MERIDIAN**  
**DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT**  
**5151 MARSH ROAD, OKEMOS, MI 48864**  
**PLANNING DIVISION PHONE: (517) 853-4560, FAX: (517) 853-4095**

**SPECIAL USE PERMIT APPLICATION**

Before submitting this application for review, an applicant may meet with the Director of Community Planning and Development to discuss the requirements for a special use permit and/or submit a conceptual plan for review to have preliminary technical deficiencies addressed prior to submittal of the application. If the property or land use is located in the following zoning districts RD, RC, RCC, RN then the applicant must meet with the Planning Director to discuss technical difficulties before filing a formal application.

**Part I**

A. Applicant Mayberry Homes  
 Address of Applicant 1650 Kendale Blvd #200, East Lansing MI 48823  
 Telephone - Work 517-999-0164 Home \_\_\_\_\_ Fax \_\_\_\_\_ Email Kristie@mayberryhomes.com  
 Interest in property (circle one): Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Option \_\_\_\_\_ Other  
 (Please attach a list of all persons with an ownership interest in the property.)

B. Site address / location / parcel number 2270 Bennett Road, Okemos MI 48864  
 Legal description (please attach if necessary) Attached  
 Current zoning RR  
 Use for which permit is requested / project name Building Permit / Schultz Veterinary Clinic Addition  
 Corresponding ordinance number \_\_\_\_\_

C. Developer (if different than applicant) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone - Work \_\_\_\_\_ Home \_\_\_\_\_ Fax \_\_\_\_\_

D. Architect, Engineer Planner or Surveyor responsible for design of project if different from applicant:  
 Name Farhat Design  
 Address 10173 N. Royston Road, Grand Ledge MI 48837  
 Telephone - Work 517-694-7620 Home \_\_\_\_\_ Fax \_\_\_\_\_

E. Acreage of all parcels in the project: Gross 2.73 Net \_\_\_\_\_

F. Explain the project and development phases: Addition (rear) to existing Bldg 650 sq ft to include hall, exam room, conf/Breakroom, Testing & Storage Area, and remodel of 3 hall ways existing and 1 exam room existing (150 sq ft)

G. Total number of:  
 Existing: structures 1 bedrooms \_\_\_\_\_ offices \_\_\_\_\_ parking spaces \_\_\_\_\_ carports \_\_\_\_\_ garages \_\_\_\_\_  
 Proposed: structures \_\_\_\_\_ bedrooms \_\_\_\_\_ offices \_\_\_\_\_ parking spaces \_\_\_\_\_ carports \_\_\_\_\_ garages \_\_\_\_\_

H. Square footage: existing buildings 4,298 proposed buildings 800 Addition/Remodel Area = 5,098 Total!  
 Usable Floor area: existing buildings \_\_\_\_\_ proposed buildings \_\_\_\_\_

I. If employees will work on the site, state the number of full time and part time employees working per shift and hours of operation: M-F 8AM-Noon and 1:30PM - 5:30PM 3 Drs listed & 11 other Staff listed

J. Existing Recreation: Type \_\_\_\_\_ Acreage \_\_\_\_\_  
 Proposed Recreation: Type \_\_\_\_\_ Acreage \_\_\_\_\_  
 Existing Open Space: Type \_\_\_\_\_ Acreage \_\_\_\_\_  
 Proposed Open Space: Type \_\_\_\_\_ Acreage \_\_\_\_\_

- K. If Multiple Housing:
- Total acres of property \_\_\_\_\_
- Acres in floodplain \_\_\_\_\_ Percent of total \_\_\_\_\_
- Acres in wetland (not in floodplain) \_\_\_\_\_ Percent of total \_\_\_\_\_
- Total dwelling units \_\_\_\_\_
- Dwelling unit mix:
- |                                    |                |             |
|------------------------------------|----------------|-------------|
| Number of single family detached:  | for Rent _____ | Condo _____ |
| Number of duplexes:                | for Rent _____ | Condo _____ |
| Number of townhouses:              | for Rent _____ | Condo _____ |
| Number of garden style apartments: | for Rent _____ | Condo _____ |
| Number of other dwellings:         | for Rent _____ | Condo _____ |

L. The following support materials must be submitted with the application:

1. Nonrefundable Fee.
2. Legal Description of the property.
3. Evidence of fee or other ownership of the property.
4. Site Plan containing the information listed in the attachment to this application.
5. Architectural sketches showing all sides and elevations of the proposed buildings or structures, including the project entrance, as they will appear upon completion. The sketches should be accompanied by material samples or a display board of the proposed exterior materials and colors.
6. A Traffic Study, prepared by a qualified traffic engineer, based on the most current edition of *Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities*, published by the State Department of Transportation.
  - a. A traffic assessment will be required for the following:
    - 1) New special uses which could, or expansion or change of an existing special use where increase in intensity would, generate between 50 to 99 directional trips during a peak hour of traffic.
    - 2) All other special uses requiring a traffic assessment as specified in the Township Code of Ordinances, Chapter 86, Article IV, Division 2.
  - b. A traffic impact study will be required for the following:
    - 1) New special uses which would, or expansion or change of an existing special use where increase in intensity would, generate over 100 directional trips or more during a peak hour of traffic, or over 750 trips on an average day.
    - 2) All other special uses requiring a traffic assessment as specified in the Township Code of Ordinances, Chapter 86, Article IV, Division 2.
7. Natural features assessment which includes a written description of the anticipated impacts on the natural features at each phase and at project completion that contains the following:
  - a. An inventory of natural features proposed to be retained, removed, or modified. Natural features shall include, but are not limited to, wetlands, significant stands of trees or individual trees greater than 12 inches dbh, floodways, floodplains, waterbodies, identified groundwater vulnerable areas, slopes greater than 20 percent, ravines, and vegetative cover types with potential to sustain significant or endangered wildlife.
  - b. Description of the impacts on natural features.
  - c. Description of any proposed efforts to mitigate any negative impacts.

The natural features assessment may be waived by the Director of Community Planning and Development in certain circumstances.

- M. Any other information specified by the Director of Community Planning and Development which is deemed necessary to evaluate the application.
- N. In addition to the above requirements, for zoning districts, **RD, RC, RCC, RN, and CV** and **Group Housing Residential Developments** the following is required:
1. Existing and proposed contours of the property at two foot intervals based on United States Geological Survey (USGS) data.
  2. Preliminary engineering reports in accordance with the adopted Township water and sewer standards, together with a letter of review from the Township Engineer.
  3. Ten copies of a report on the intent and scope of the project including, but not limited to: Number, size, volume, and dimensions of buildings; number and size of living units; basis of calculations of floor area and density and required parking; number, size, and type of parking spaces; architectural sketches of proposed buildings.
  4. Seven copies of the project plans which the Township shall submit to local agencies for review and comments.
- O. In addition to the above requirements, a special use application in zoning district **RP** requires the following material as part of the site plan:
1. A description of the operations proposed in sufficient detail to indicate the effects of those operations in producing traffic congestion, noise, glare, air pollution, water pollution, fire hazards or safety hazards or the emission of any potentially harmful or obnoxious matter or radiation.
  2. Engineering and architectural plans for the treatment and disposal of sewerage and industrial waste tailings, or unusable by-products.
  3. Engineering and architectural plans for the handling of any excessive traffic congestion, noise, glare, air pollution, or the emission of any potentially harmful or obnoxious matter or radiation.
- P. In addition to the above requirements, a special use application for a use in the Floodway Fringe of zoning district **CV** requires the following:
1. A letter of approval from the State Department of Environmental Quality.
  2. A location map including existing topographic data at two-foot interval contours at a scale of one inch representing 100 feet.
  3. A map showing proposed grading and drainage plans including the location of all public drainage easements, the limits, extent, and elevations of the proposed fill, excavation, and occupation.
  4. A statement from the County Drain Commissioner, County Health Department, and Director of Public Works and Engineering indicating that they have reviewed and approved the proposal.
- Q. In addition to the above requirements, a special use application for a use in the Groundwater Recharge area or zoning district **CV** requires the following:
1. A location map including existing topographic data at two-foot interval contours.
  2. A map showing proposed grading and drainage plans including the location of all public drainage easements, the limits and extent of the proposed fill, excavation, and occupation.
  3. A statement from the County Drain Commissioner, County Health Department, and Director of Public Works and Engineering indicating that they have reviewed and approved the proposal.
- R. In addition to the above requirements, the Township Code of Ordinances, Article VI, should be reviewed for the following special uses: group housing residential developments, mobile home parks, nonresidential structures and uses in residential districts, planned community and regional shopping center developments, sand or gravel pits and quarries, sod farms, junk yards, sewage treatment and disposal installations, camps and clubs for outdoor sports and buildings greater than 25,000 square feet in gross floor area.

Part II

SUP REQUEST STANDARDS  
Township Code of Ordinances, Section 86-126

Applications for Special Land Uses will be reviewed with the standards stated below. An application that complies with the standards stated in the Township Ordinance, conditions imposed pursuant to the Ordinance, other applicable Ordinances, and State and Federal statutes will be approved. Your responses to the questions below will assist the Planning Commission in its review of your application.

- (1) The project is consistent with the intent and purposes of this chapter.
- (2) The project is consistent with applicable land use policies contained in the Township's Master Plan of current adoption.
- (3) The project is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.
- (4) The project will not adversely affect or be hazardous to existing neighboring uses.
- (5) The project will not be detrimental to the economic welfare of surrounding properties or the community.
- (6) The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service.
- (7) The project is adequately served by public sanitation facilities if so designed. If on-site sanitation facilities for sewage disposal, potable water supply, and storm water are proposed, they shall be properly designed and capable of handling the longterm needs of the proposed project.
- (8) The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.
- (9) The project will not directly or indirectly have a substantial adverse impact on the natural resources of the Township, including, but not limited to, prime agricultural soils, water recharge areas, lakes, rivers, streams, major forests, wetlands, and wildlife areas.

Part III

I (we) hereby grant permission for members of the Charter Township of Meridian's Boards and/or Commissions, Township staff member(s) and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purpose of gathering information including but not limited to the taking and the use of photographs.

Yes     No    (Please check one)

By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate

Kristi Smariege for Mayberry Homes  
Signature of Applicant

1/30/23  
Date

Kristi Smariege for Mayberry Homes  
Type/Print Name

Fee: \$250.00

Received by/Date: 1/31/2023

**Special Use Permit Application Attachment**  
**Site Plan Requirements Per Section 86-124(c)(4)**

A site plan, drawn to a legible scale, containing the following information where applicable:

- a. Boundaries of the subject property.
- b. Total area of the subject property.
- c. Location of all existing and proposed structures.
- d. Approximate location and distance of all structures within 100 feet of the subject property.
- e. Uses of existing and proposed buildings, on the subject site.
- f. Proposed means of vehicular and pedestrian ingress and egress to the subject property.
- g. Public and private roads and streets, rights-of-way, and easements, indicating names and widths, which abut or cross the site.
- h. Existing and proposed parking spaces, and vehicular and pedestrian circulation patterns.
- i. The buildable area of the subject property indicating all required setbacks, yards and open space.
- j. Zoning classification of the subject and adjacent properties.
- k. Existing and proposed fencing, screening, landscaping, and buffers.
- l. Location and sizes of existing utilities including power lines and towers, both above and below the ground.
- m. Amount and location of all impervious surfaces.
- n. The verified boundaries of all natural water features and required setback lines.

Legal Description

M 29-15-3- BEG AT S 1/4 COR SD SEC 29 -W ON S SEC LN 200 FT -N 0 DEG 18'55"W, 60.77 FT -ON CURVE LEFT 174.36 FT HAVING A 333 FT RAD & A CHD OF 172.37 FT. BRG N 15 DEG 18'55"W, -N 30 DEG 18'55"W, 175.77 FT -N 49 DEG 08'47" E, 114 FT -N 79 DEG 14'28"E, 250 FT TO NS 1/4 LN -S 0 DEG 18'55"E, 500 FT ON 1/4 LINE TO POB. SEC 29 T4NR1W 2.73 AC M/L

**2770 BENNETT RD OKEMOS, MI 48864** (Property Address)

Parcel Number: 33-02-02-29-300-014



Item 1 of 3 1 Image / 2 Sketches

**Property Owner: WI PROPERTIES LLC**

**Summary Information**

- > Commercial/Industrial Building Summary
  - Yr Built: 1989
  - # of Buildings: 1
  - Total Sq.Ft.: 4,298
- > 1 Special Assessment found
- > 3 Building Department records found
- > Assessed Value: \$307,100 | Taxable Value: \$286,681
- > Property Tax information found

**Owner and Taxpayer Information**

<b>Owner</b>	WI PROPERTIES LLC 2770 BENNETT RD OKEMOS, MI 48864	<b>Taxpayer</b>	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

**General Information for Tax Year 2022**

<b>Property Class</b>	201 COMMERCIAL-IMPROVED	<b>Unit</b>	02 MERIDIAN TOWNSHIP
<b>School District</b>	OKEMOS PUBLIC SCHOOLS	<b>Assessed Value</b>	\$307,100
<b>MG</b>	No Data to Display	<b>Taxable Value</b>	\$286,681
<b>APPRAISAL</b>	Not Available	<b>State Equalized Value</b>	\$307,100
<b>C. AREA</b>	Not Available	<b>Date of Last Name Change</b>	05/04/2017
<b>INFLUENCE</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	No Data to Display
<b>PROBLEMS</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information**

**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2022	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2021	\$289,700	\$289,700	\$277,523
2020	\$296,100	\$296,100	\$273,692
2019	\$282,300	\$282,300	\$268,589

**Land Information**

<b>Zoning Code</b>	RR	<b>Total Acres</b>	2.730
<b>Land Value</b>	\$235,800	<b>Land Improvements</b>	Not Available
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	2035 OKEMOS DOWNTOWN/HAGADORN/OUT LYING OFFICE	<b>Mortgage Code</b>	017
<b>Lot Dimensions/Comments</b>	No Data to Display	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

M 29-15-3- BEG AT S 1/4 COR SD SEC 29 -W ON S SEC LN 200 FT -N 0 DEG 18'55"W, 60.77 FT -ON CURVE LEFT 174.36 FT HAVING A 333 FT RAD & A CHD OF 172.37 FT, BRG N 15 DEG 18'55"W, -N 30 DEG 18'55"W, 175.77 FT -N 49 DEG 08'47" E, 114 FT -N 79 DEG 14'28"E, 250 FT TO NS 1/4 LN -S 0 DEG 18'55"E, 500 FT ON 1/4 LINE TO POB. SEC 29 T4NR1W 2.73 AC M/L

**Sale History**

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
08/30/2004	\$1.00	WD	SCHULTZ, WILLIAM E & INGRID	WI PROPERTIES LLC	21-NOT USED/OTHER	3130-0275	
08/01/1989	\$12,000.00	WD	STURK	HERON CREEK FARMS	03-ARM'S LENGTH		

**Building Information - 4298 sq ft Hospitals - Veterinary (Commercial)**

<b>Floor Area</b>	4,298 sq ft	<b>Estimated TCV</b>	<i>Not Available</i>
<b>Occupancy</b>	Hospitals - Veterinary	<b>Class</b>	D
<b>Stories Above Ground</b>	1	<b>Average Story Height</b>	9 ft
<b>Basement Wall Height</b>	12 ft	<b>Identical Units</b>	<i>Not Available</i>
<b>Year Built</b>	1989	<b>Year Remodeled</b>	2006
<b>Percent Complete</b>	100%	<b>Heat</b>	Package Heating & Cooling
<b>Physical Percent Good</b>	37%	<b>Functional Percent Good</b>	100%
<b>Economic Percent Good</b>	100%	<b>Effective Age</b>	33 yrs

**\*\*Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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## Letter of Authorization

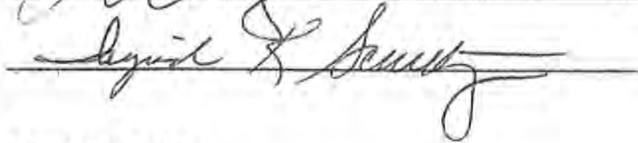
WI Properties LLC, the owner(s) of Schultz Veterinary Clinic, 2770 Bennett Road, Okemos MI 48864, Ingham County, PARCEL ID # 33-02-02-29-300-014, grant Kristi Smariege of Mayberry Homes access to arrange for staking of the property, and permission to secure special land use, building, zoning, water/sewer, soil erosion, sidewalk, and driveway permits on the property, as needed.

Landowner's Printed Name(s): WI Properties LLC  
Landowner's Current Address: 2770 Bennett Road  
Okemos, MI 48864  
(517) 337-4800  
joedrunfr@aol.com

Landowner's Signature:



Landowner's Signature:



Authorized Agent's Name: Kristi Smariege  
Company Name: Mayberry Homes  
Address: 1650 Kendale Blvd. #200  
East Lansing, MI 48823  
(517) 999-0164  
kristi@mayberryhomes.com

Authorized Agent's Signature:





mayberryhomes

1650 Kendale Blvd.  
Suite 200  
East Lansing, MI 48823  
517-371-5000 Fax 517-371-5001

To Whom It May Concern:

Lindsey Coffelt, Nancy Droste, and Kristi Smariege are authorized to obtain building permits under my State of Michigan Builder's License #2102163113.

Robert K. Schroeder  
Mayberry Homes, LLC

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Licensing & Compliance Division  
P.O. Box 30254  
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Company Builder License

MAYBERRY HOMES LLC  
1650 KENDALE BLVD SUITE 200  
EAST LANSING, MI 48823

License No:  
2102163113

Expiration Date:  
05/31/2023

MAYBERRY HOMES LLC  
1650 KENDALE BLVD SUITE 200  
EAST LANSING, MI 48823

GRETCHEN WHITMER  
Governor

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Company Builder License

MAYBERRY HOMES LLC  
1650 KENDALE BLVD SUITE 200  
EAST LANSING, MI 48823

Qualifying Officer:  
Robert Keith Schroeder  
Qualifying Officer #  
2101076583

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.  
2102163113

Expiration Date:  
05/31/2023

This document is duly issued  
under the laws of the State of  
Michigan



Farihat Design  
 10766-15000  
 10770 N. Kroyer Rd.  
 Grand Lodge, MI 49637

REVISION DATE:  
 4-4-22  
 4-26-22  
 4-27-22  
 10-31-22

SCHULTZ VETERINARY CLINIC  
 OKEMOS, MICHIGAN



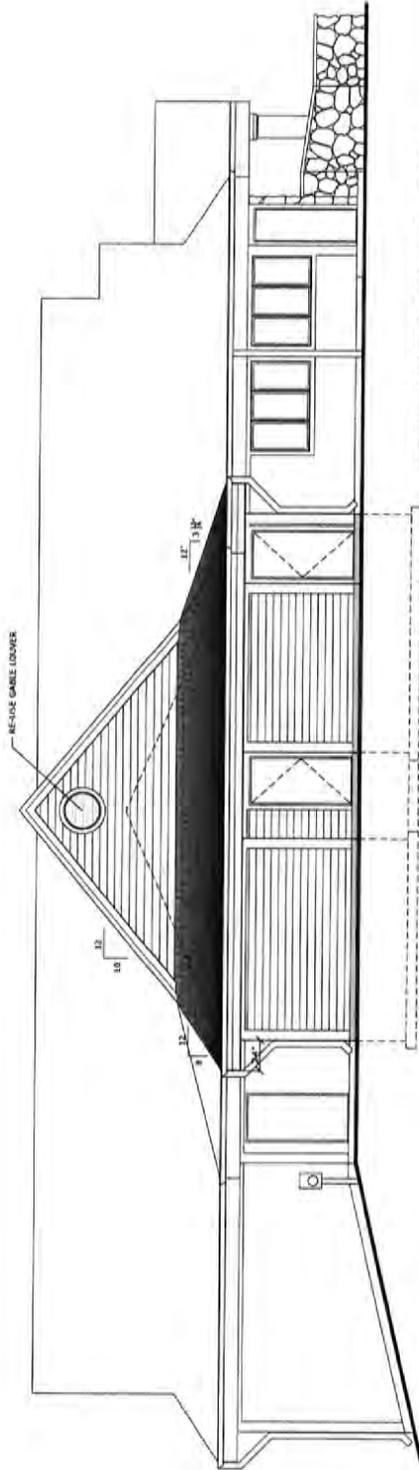
PROPERTY:  
**PAUL J. FARHAT**  
 DATE: 4-6-22  
 SCALE: 1/8" = 1'-0"  
 JOB #: 27022

SHEET CONTENTS:  
**ELEVATIONS**

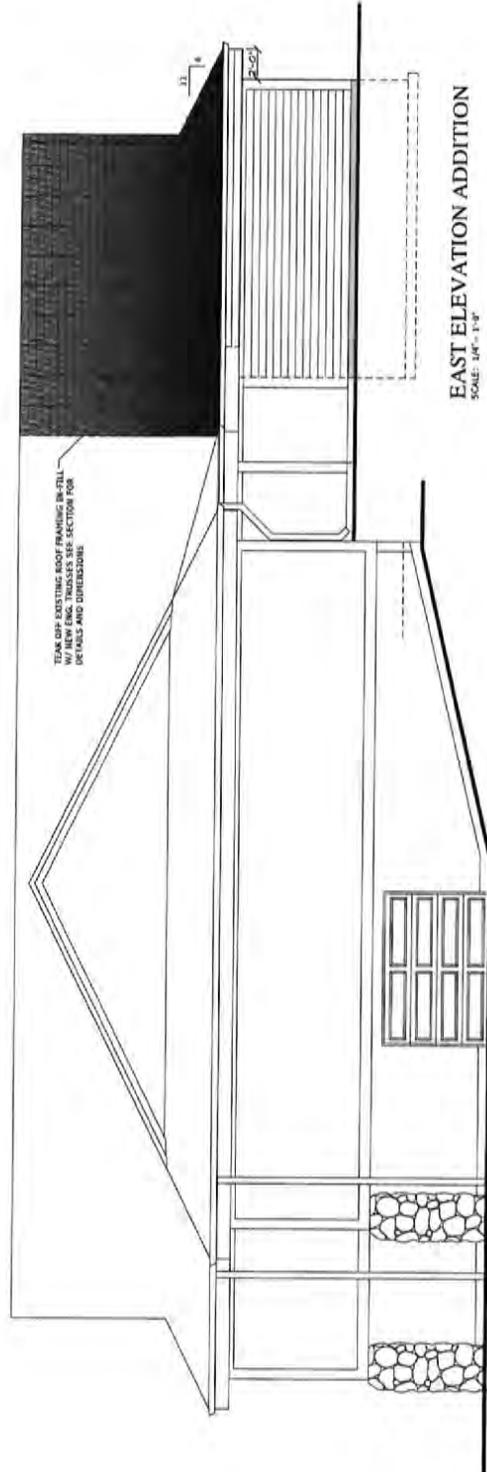
SHEET #:

**A1.1**

2F 10 SHEETS



**NORTH ELEVATION ADDITION**  
 SCALE: 1/8" = 1'-0"



**EAST ELEVATION ADDITION**  
 SCALE: 3/4" = 1'-0"



Farhat Design  
50-684-2800  
10723 N. Krypton Ave.  
Grand Rapids, MI 49507

CONCEPT DATE:	4-4-22
	4-26-22
	4-27-22
	10-11-22

SCHULTZ VETERINARY CLINIC  
OKEMOS, MICHIGAN



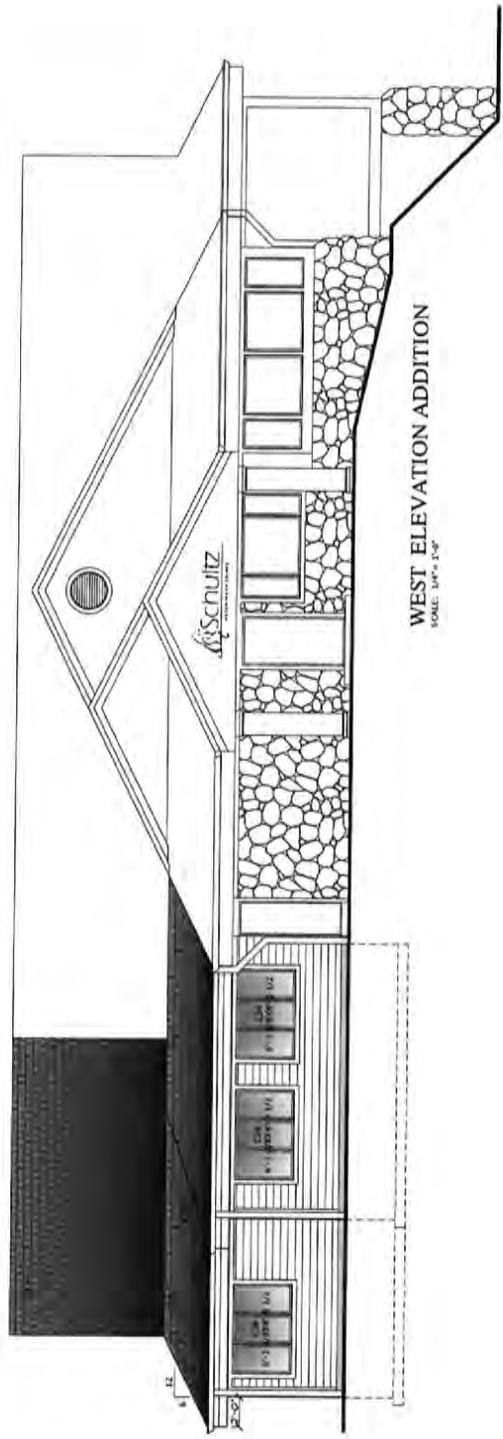
DESIGNED BY:  
**PAM J. FARHAT**  
DATE: 4-6-22  
SCALE: 1/8" = 1'-0"  
PROJECT: 210022

WEST ELEVATION  
ELEVATIONS

SHEET # 1

A12

15-04-2015





Farnat Design  
 501 444-2000  
 1075 N. Kroyden Rd.  
 Grand Rapids, MI 49507

REVISION DATE	
4-8-22	
6-26-22	
8-27-22	
10-11-22	

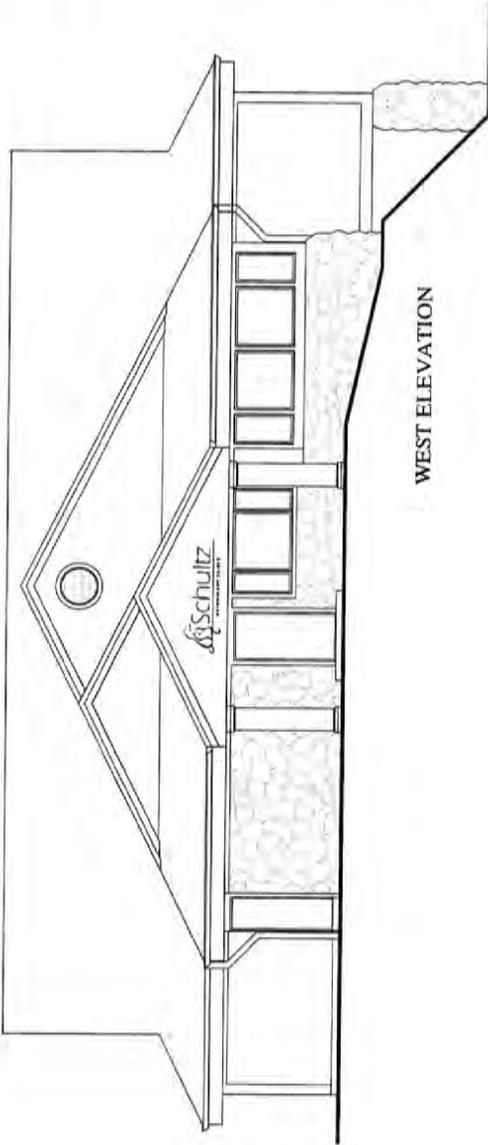
SCHULTZ VETERINARY CLINIC  
 OKEMOS, MICHIGAN



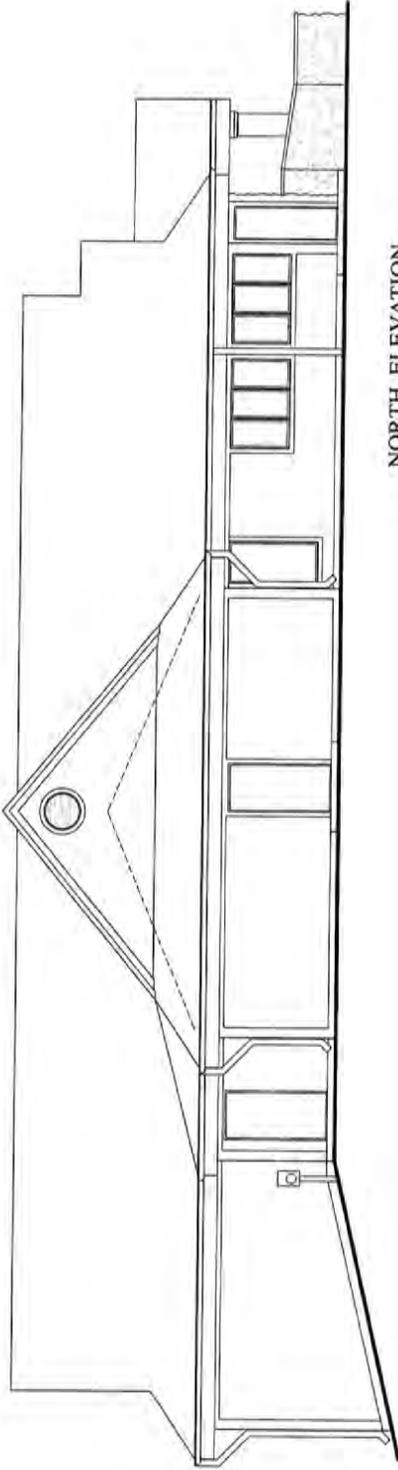
Architect:  
**PAUL J. FARNAT**  
 5122  
 4-8-22  
 108' x 1'-0"  
 27022

SHEET CONTENTS:  
**ELEVATIONS**

SHEET #:  
**A1.3**  
 OF 15 SHEETS



WEST ELEVATION



NORTH ELEVATION





Farnat Design  
 507-666-1800  
 1073 N. Kroyden Rd.  
 Grand Island, NE 68807

DESIGN DATE:	8-4-22
	8-26-22
	9-27-22
	10-11-22

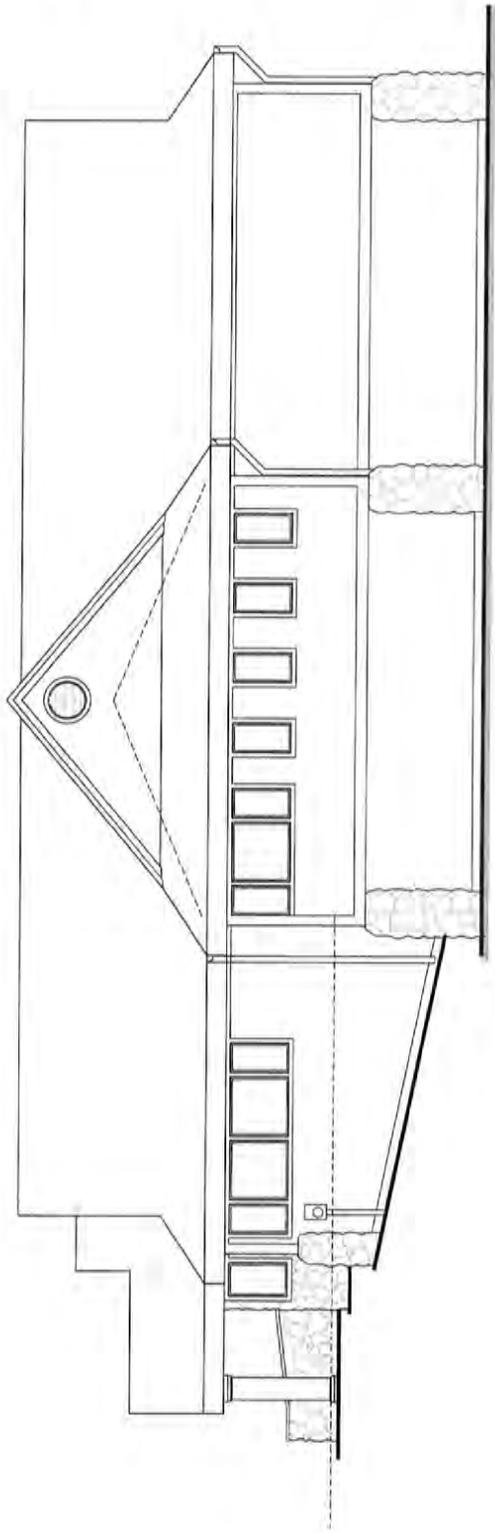
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 OKEMOS, MICHIGAN



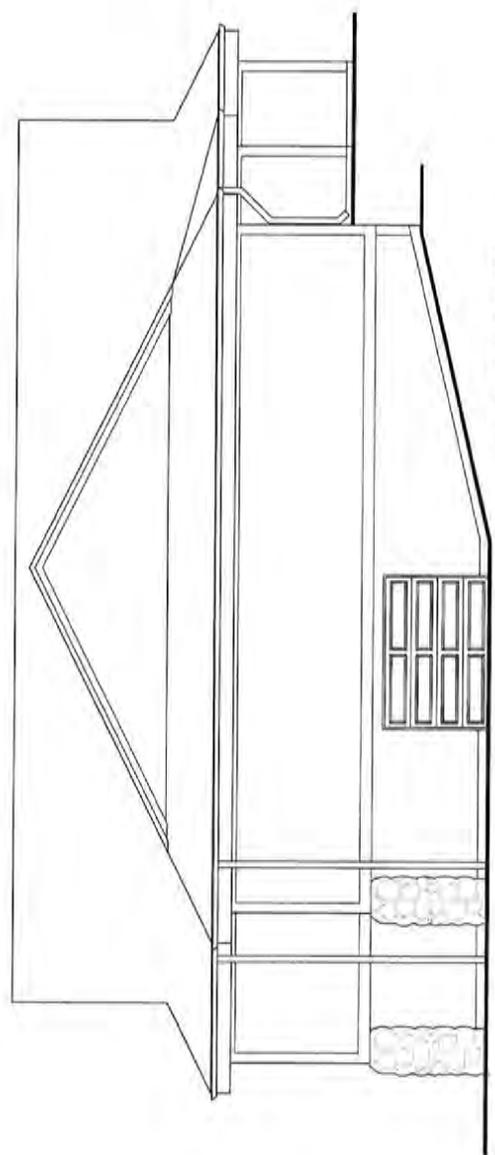
ARCHITECT:  
**PAUL J. FARNAT**  
 8/14/22  
 4-6-22  
 SCALE:  
 1/8" = 1'-0"  
 231022

SHEET LISTING:  
 ELEVATIONS

SHEET #  
 A1.4  
 OF 15 SHEETS



SOUTH ELEVATION



EAST ELEVATION





Fahnestock Design  
 1000 W. WATSON  
 GRAND LAMP, MI 48829

REVISION, DATE
4-4-22
4-28-22
6-21-22
10-11-22

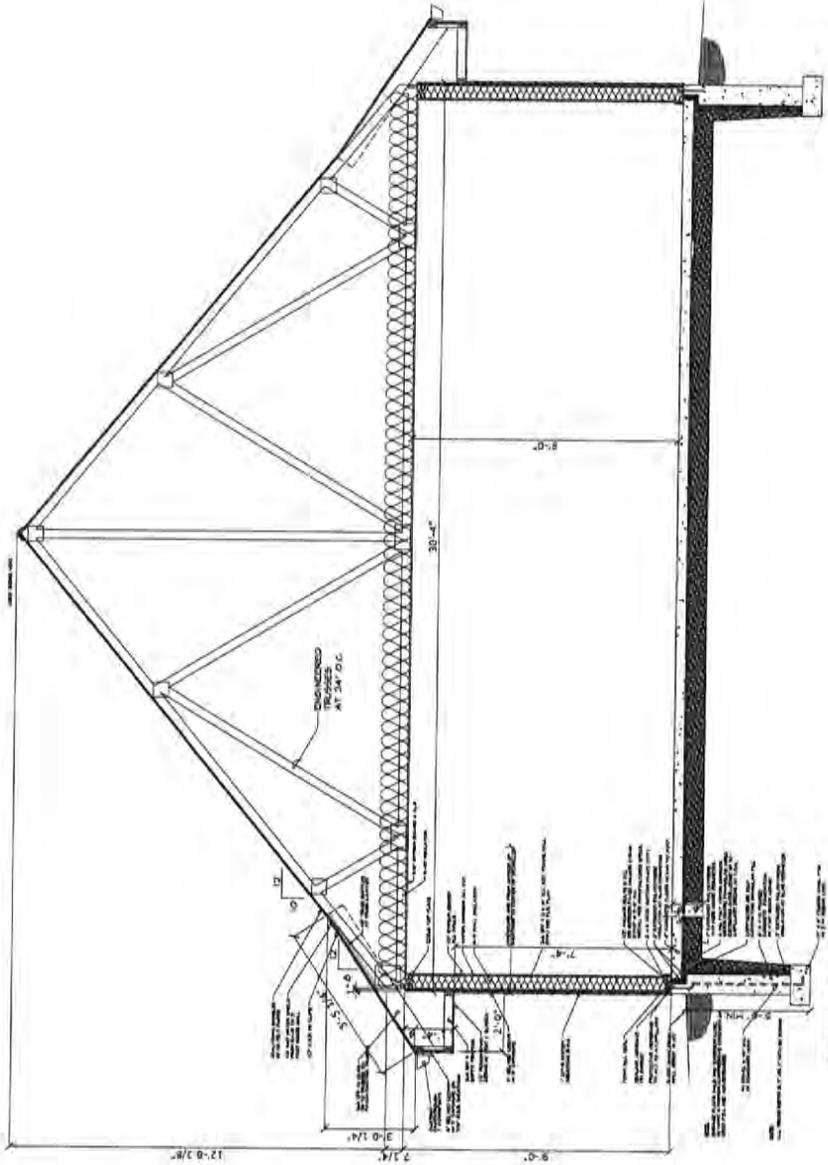
SCHULTZ VETERINARY CLINIC  
 OKEMOS, MICHIGAN

**m**  
 MODERNIZATION

DATE: 10-11-22  
 DRAWN BY: PAUL J. EASBAT  
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 SCALE: 1/8" = 1'-0"  
 SHEET NO: 21022

SHEET CONTENTS:  
 WALL SECTION

SHEET NO. 21022  
 OF 02 PAGES  
 \$1.5



TYPICAL WALL SECTION  
 WALL 21022



Farmist Design  
 407 2nd St SW  
 49723 N. Spring Lake, MI  
 Grand Haven, MI 49430

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12/11/82	1/11/83



Farhat Design  
 501 694-7800  
 1075 N. Kalamazoo Rd.  
 Grand Rapids, MI 49500

10/15/20-11/16	4-4-22
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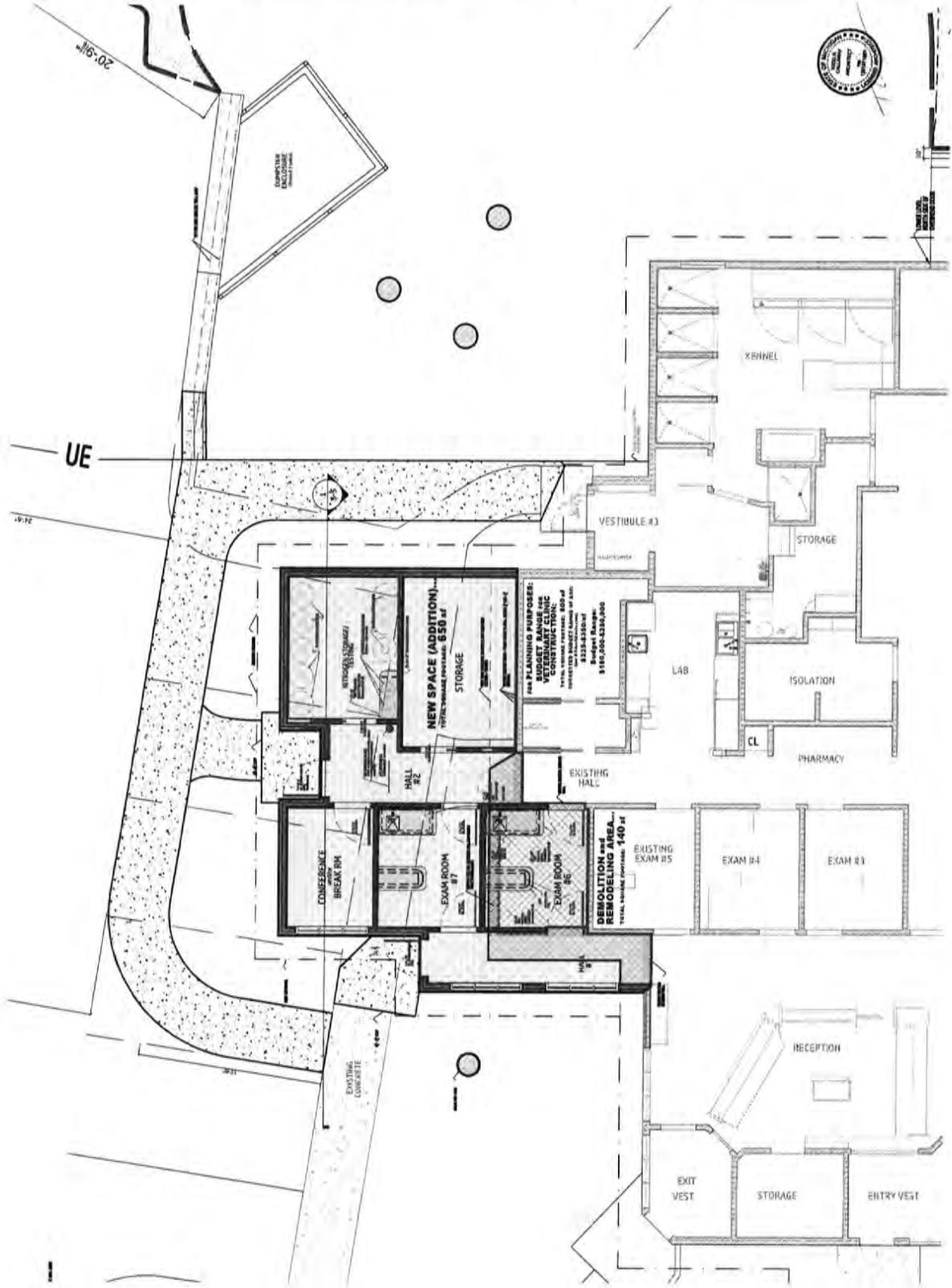
SCHULTZ VETERINARY CLINIC  
 OKEMOS, MICHIGAN



Architect:  
**PAUL J. FARHAT**  
 Date: 4-8-22  
 Scale: 1/8" = 1'-0"  
 Rev: 2/2022

Project Location:  
**DEMO PLAN**

SHEET #:  
**D17**  
 OF 10 SHEETS





Farhat Design  
501-694-1800  
1870 N. Taylor St.  
Grand Rapids, MI 49503

REVISION DATE	DESCRIPTION
4-14-22	4-14-22
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10-11-22	10-11-22
1-27-23	1-27-23

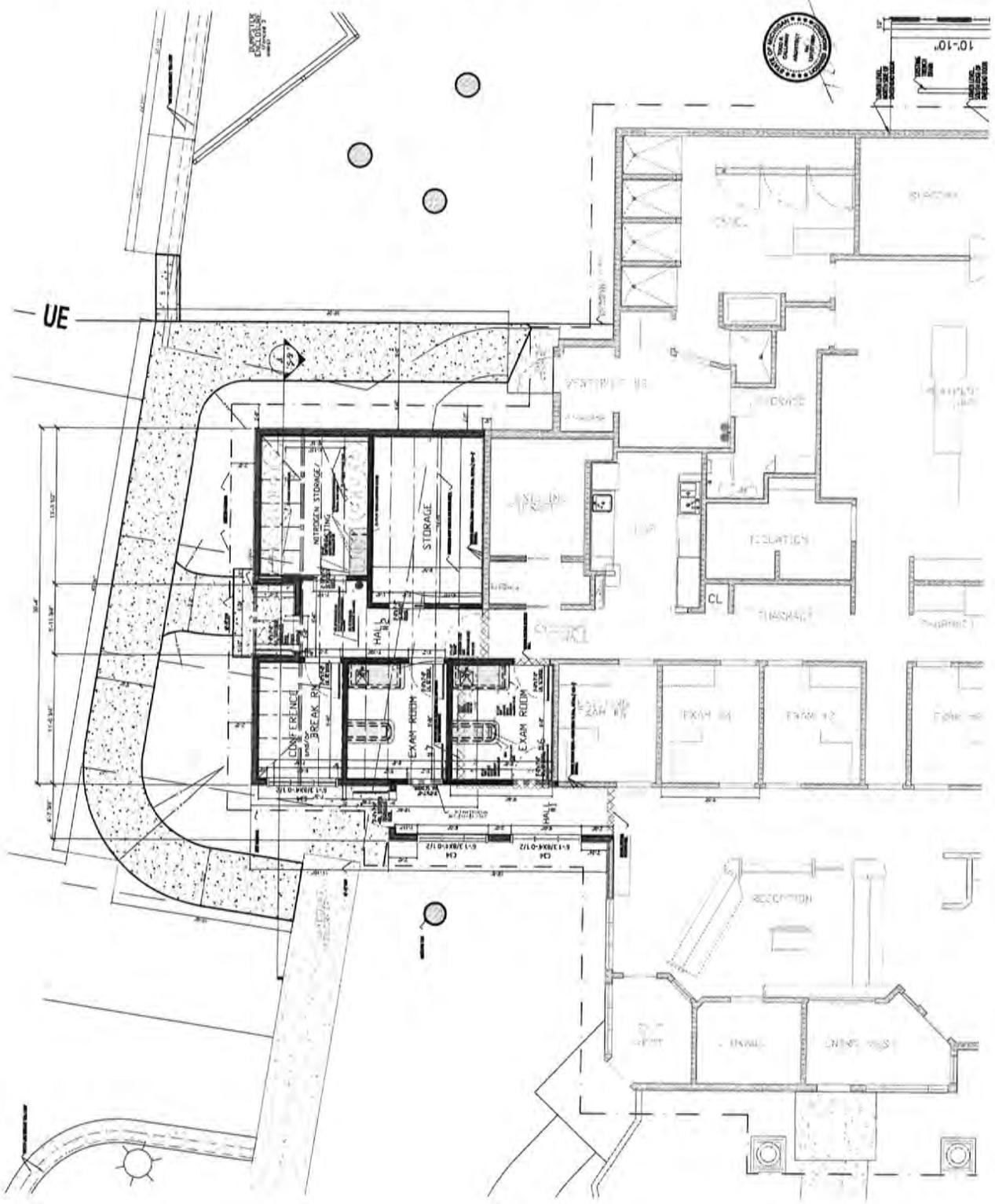
SCHULTZ VETERINARY CLINIC  
OKEMOS, MICHIGAN



drawn by  
**PAM J. FARHAT**  
DATE:  
4-8-22  
SCALE:  
1/8" = 1'-0"  
NO. P.  
21022

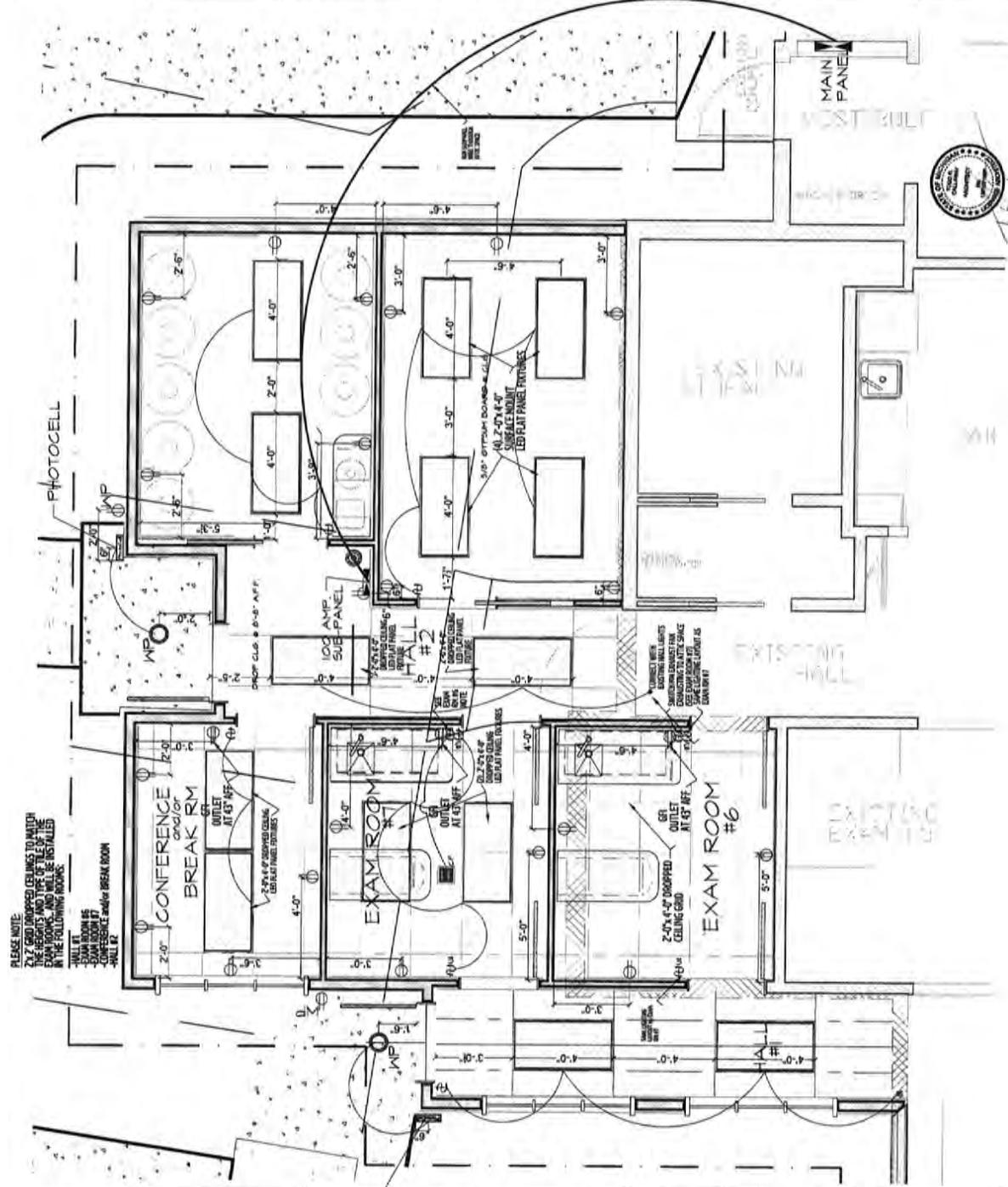
SHEET CONTENTS:  
FLOOR PLAN

SCALE: 1/8" = 1'-0"  
A1.8  
OF 13 SHEETS





revision date:	4-4-22
	9-28-22
	9-27-22
	10-11-22
	1-27-23



PLEASE NOTE:  
2x2 GRID DROPPED CEILING TO MATCH  
EXISTING CEILING IN ALL AREAS. ALL  
FIXTURES AND PANELS TO BE INSTALLED  
IN THE FOLLOWING AREAS:

- HALL #1
- EXAM ROOM #6
- CONFERENCE BREAK ROOM
- CONFERENCE BREAK ROOM
- HALL #2

**ELECTRICAL KEY**

**FIXTURES**

- LED CEILING LIGHT FIXTURE
- LED SMALL LIGHT FIXTURE
- LED RECESSED LIGHT FIXTURE
- LED RECESSED LIGHT FIXTURE
- LED
- 10 CAN MOUNT EXHAUST FAN

**ELECTRICAL KEY**

**SWITCHES**

- 1 SINGLE POLE SWITCH
- 2 THREE WAY SWITCH
- 3 FOUR WAY OR MORE SWITCH
- 4 FAN SWITCH

**OUTLETS**

- 10 DUPLEX ELECTRICAL OUTLET
- 1/2 OUTLET (N/12 OPERATED BY SWITCH)
- 220 220 VOLT OUTLET
- 10 HEATER PROOF DUPLEX OUTLET

**MECHANICAL**

NOTE:  
SWP DRAWINGS BY CONTRACTOR  
NEW ADDITION TO USE GREAT ROOM SIZED BY  
CONTRACTOR.  
DUCT SIZE AND LOCATION BY CONTRACTOR

**PLAUMBING**

NOTE:  
SWP DRAWINGS BY CONTRACTOR



Farhat Design  
 1000 Lakeshore Blvd. N  
 Grand Rapids, MI 49503

OWNER: JBC  
 4-4-22  
 4-28-22  
 4-27-22  
 10-11-22  
 1-31-23

SCHULTZ VETERINARY CLINIC  
 OKEMOS, MICHIGAN



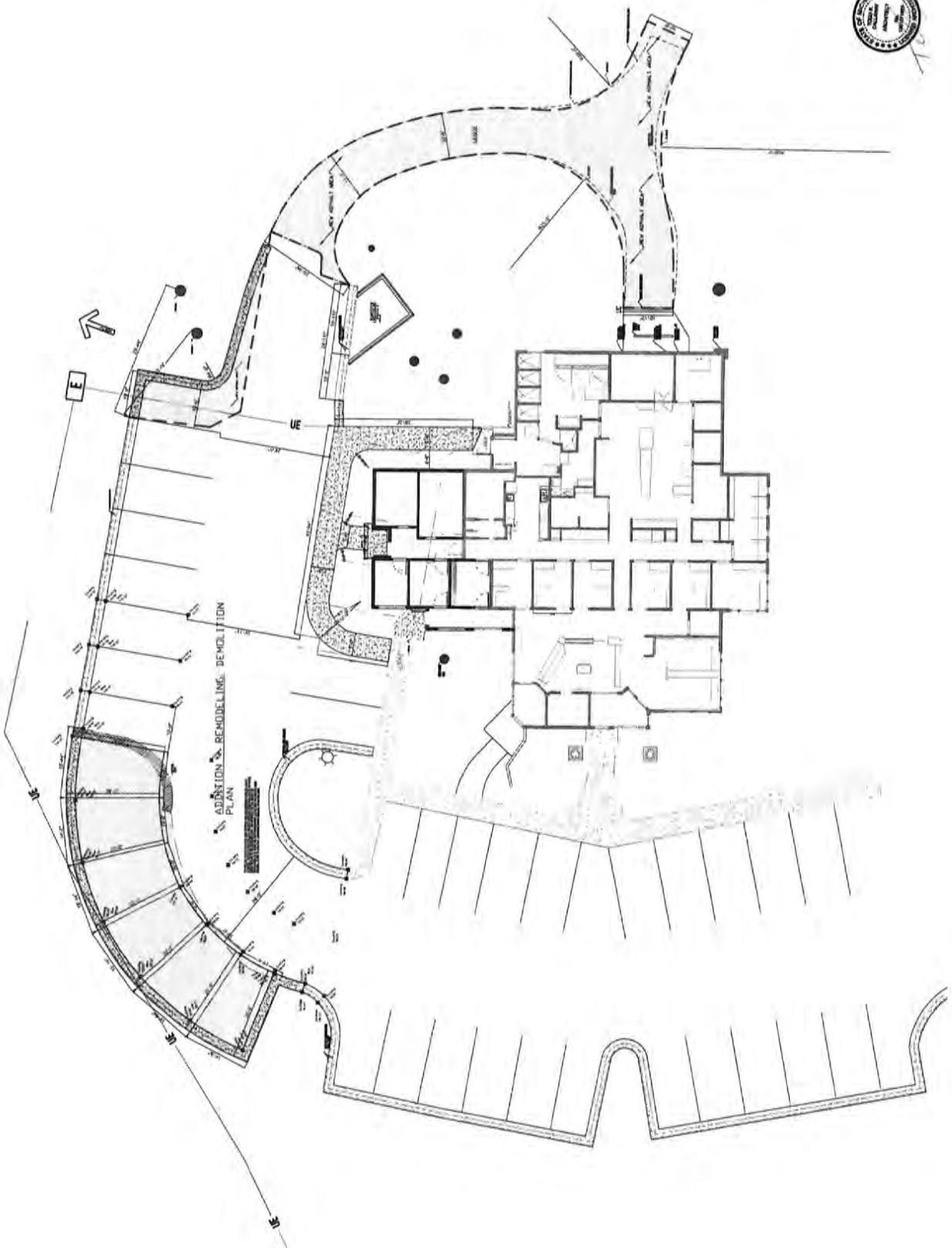
ARCHITECT:  
 PAUL J. FARHAT  
 4-4-22  
 4-28-22  
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 1-31-23

SCALE: 1/8" = 1'-0"  
 SHEET NO.: 21022

SHEET CONTENTS:  
 SITE PLAN

SCALE: 1/8" = 1'-0"  
 SHEET NO.: 21022

DATE: 1-31-23  
 SHEET NO.: 21022







**To: Members of Planning Commission**

**From: Timothy R. Schmitt**

**Date: April 20, 2023**

**Re: 2023 Master Plan – Goals and Objectives DRAFT**

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Based on the feedback Staff has received from the public, the Planning Commission, and the language in the existing Master Plan, the following is the current working draft of the Goals and Objectives. We are providing this to the Planning Commission now to give Commissioners an opportunity to review them, prior to discussing them in more detail at the next PC meeting on April 24<sup>th</sup>.

The five ‘top line’ headings are a mix of new language and direct carryovers from the current Master Plan. With the individual items, Staff is attempting to create language that is more direct than the top line, but not hyper specific. We are proposing to add a third piece to the plan, an Implementation Matrix, which will include the hyper specific items, along with timeframes to look into them. Additionally, this Matrix will act as a sort of roadmap for the Planning Commission’s work over the next five years.

We welcome input on this piece of the Master Plan as we move closer to a draft document yet this Spring. Please note, these are in no particular order at this time.

**Goal: Preserve and Strengthen Residential Neighborhoods**

- Encourage the development of new mixed-use developments to direct residential density towards existing development nodes.
- Help to create better engagement between residents and neighborhoods by strengthening coordination with existing and future homeowner associations.
- Continue the restoration of housing and neighborhoods in the Lake Lansing area by designating the area surrounding Lake Lansing as a special land use area and adopting zoning standards specific to conditions in the Lake Lansing area.
- Support the increasing work-at-home population by evaluating the home business standards to ensure that the increasing work-at-home population is properly supported.
- Ensure that the Future Land Use Map and Zoning Ordinance allow for a range of residential densities that will ensure diversity of housing to meet the needs of residents of all household types of income levels.
- Evaluate the potential for inclusion of accessory dwelling units on owner occupied, single family properties.
- Determine whether or not minimum house sizes continue to be a necessary requirement for new construction, specifically outside of new subdivisions.
- Evaluate potential programs to help keep existing homeowners in their existing homes, allowing them to age in place.
- Work towards increasing affordability of housing for both new and existing residents.

**Goal: Enhance the Viability of Township Businesses**

- Work with Michigan State University Corporate Research Park to ensure that any potential expansion or relocation of the Van Camp Incubator + Research Labs occurs within Meridian Township.
- Working with the Meridian Township Brownfield Redevelopment Authority, identify potential targets for use of the growing Brownfield Revolving Loan Fund.
- Implement walkable design principles in redevelopment projects to help change the auto dominated nature of the Township’s commercial corridors.
- Partner with the private sector to provide opportunities for public art throughout the Community.
- In partnership with the Corridor Improvement Authority, implement necessary process and ordinance changes to better achieve the goals of the Authority and Community along the Grand River Avenue corridor.
- Evaluate the M-78 corridor for more detailed analysis of future land use, given market changes since the Covid19 pandemic.
- Analyze the impact the Michigan State University campus master plan on the Hagadorn corridor and make potential changes to the future land use and zoning of the area as necessary.

**Goal: Maintain Outstanding Public Services**

- Work with Haslett and Okemos Public Schools on the construction, reconstruction, or rehabilitation of their buildings and properties throughout the Township.
- Continue to eliminate inflexible or obsolete zoning regulations to further streamline the Zoning Ordinance and make it more easily used by the public.
- Coordinate with the Capital Area Transit Authority to determine appropriate locations for new and relocated transit stops in conjunction with major new developments.
- Pursue pedestrian/bicycle/pathway linkages that best connect parks and facilities to residential neighborhoods.
- In coordination with the Haslett and Okemos Public Schools, help implement Safe Routes to Schools principles that are identified for the districts’ buildings.
- Create greater accessibility in all aspects of Township operations to ensure that every resident can participate in civic life.
- Collaborate with the Ingham County Drain Commissioner’s office on future projects to ensure that public input is incorporated into drainage plans.
- Work to ensure that planning and land use decisions consider equity and inclusion.
- Implement the Parks and Recreation Master Plan in land use decisions, where appropriate.

**Goal: Balance Environmental Preservation and Strategic Growth in the Township**

- Focus growth onto previously developed sites to ensure efficient land use patterns within the Urban Service Boundary.
- Continue to expand opportunities for cluster developments to preserve environmentally significant areas.
- Promote infill development along the main vehicular corridors in the Township, reusing existing developed land for new uses.
- Update the Township’s 2004 Greenspace Plan to be a more effective tool.
- Evaluate the potential to utilize Land Preservation funding in a Purchase of Development Rights program.
- Review the wetland setback requirements, which has created a two tiered system of land ownership in the Township.

- Continue to support efforts from the Environmental Commission to educate the public on wetland regulations and benefits.
- Incorporate Low Impact Design standards into the Zoning Ordinance wherever possible.
- Investigate the possibility of developing a woodlands ordinance to protect woodlots.

**Goal: Further Analyze Potential Intensity Change Areas (PICAs) in the Township**

- Add the Meridian Mall and surrounding areas as a PICA, through the development of a small area plan.
- Develop Small Area Plans, as addendums to the Master Plan, for each of the PICAs, in anticipation of future development.
- Work with the property owners of the Carriage Hills shopping center to determine how the Township can support jumpstarting redevelopment in that area.
- In conjunction with the Economic Development Corporation, Brownfield Redevelopment Authority, and Corridor Improvement Authority, conduct a market study to support future commercial redevelopment of the PICAs.
- Coordinate with the Ingham County Drain Commissioner’s office on potential stormwater management enhancements in the area between the Downtown Okemos PICA and the potential Meridian Mall PICA.
- Update the Downtown Development Authority’s Integrated Plan for the post Great Recession and post Covid Pandemic atmosphere.

**Implementation Matrix Items:**

- Update landscape ordinance to provide more opportunity for low impact design.
- Amend the zoning ordinance to allow for an increase in missing middle housing development, such as duplex units.
- Analyze the entire Township to align the Future Land Use map with the existing, established land uses, outside of potential redevelopment areas.
- Consolidate Future Land Use categories in the next Master Plan update.
- Increase the Township’s Bike Friendly Community status to at least Bronze level.
- Develop a formal process to consider amendments to the Urban Service Boundary.
- Develop standards to require electric car charging stations in new commercial development.
- Update alternative energy generation ordinances to address changes in technology.
- Create a bicycle/pedestrian plan to complement and help implement the Pathway Master Plan.
- Eliminate split zoned parcels in the Township.
- Develop a more robust build out analysis, taking natural features and unique shaped lots more into account.
- Support the development of broadband service throughout the Township.
- Improve coordination with outside agencies during the plan review process.