



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
PLANNING COMMISSION – REGULAR MEETING
June 24, 2024 6:30 PM

1. CALL MEETING TO ORDER
2. ROLL CALL
3. PUBLIC REMARKS
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - A. June 10, 2024
6. COMMUNICATIONS
 - A. Gia McIntosh re: REZ #24013
7. PUBLIC HEARINGS
 - A. REZ #24015 – Copper Creek Phase 5
 - B. SUP #24017 – Herbana Adult Use Marijuana
8. UNFINISHED BUSINESS
 - A. TA #24010 – Sec. 36-377 – RN – Village of Nemoka Ordinance Update
 - B. SUP #24012 – Consumers Transfer Station (Rutherford Drive)
9. OTHER BUSINESS
 - A. Resolution of Appreciation – James McCurtis
 - B. Corridor Improvement Authority Appointment
10. REPORTS AND ANNOUNCEMENTS
 - A. Township Board update.
 - B. Liaison reports.
11. PROJECT UPDATES
 - A. Project Report
12. PUBLIC REMARKS
13. COMMISSIONER COMMENTS
14. ADJOURNMENT

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
July 8, 2024

1. PUBLIC HEARINGS
 - A. None

2. UNFINISHED BUSINESS
 - A. REZ #24013 – Fedewa Holdings (Dobie Road)
 - B. REZ #24015 – Copper Creek Phase 5
 - C. SUP #24017 – Herbana Adult Use Marijuana

3. OTHER BUSINESS
 - A. None

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

Providing a safe and welcoming, sustainable, prime community.



CHARTER TOWNSHIP OF MERIDIAN
REGULAR MEETING PLANNING COMMISSION **-DRAFT-**
5151 Marsh Road, Okemos MI 48864-1198
517.853.4000, Township Hall Room
Monday, June 10, 2024, 6:30 pm

PRESENT: Chair Shrewsbury, Vice-Chair Snyder, Commissioners Blumer, Brooks, McConnell, and Scales

ABSENT: None

STAFF: Principal Planner Brian Shorkey

1. CALL MEETING TO ORDER

Chair Shrewsbury called the June 10, 2024, regular meeting for the Meridian Township Planning Commission to order at 6:31 pm.

2. ROLL CALL

Chair Shrewsbury called the roll of the Board. All board members present.

3. PUBLIC REMARKS

Chair Shrewsbury opened public remarks at 6:32 pm

Trustee James McCurtis thanked the commission for the honor and privilege of serving with them during his term.

Roger Taylor, Township resident, asked the Commission how many dispensaries the Township needs.

Debora Dantus, Township resident, spoke against marijuana dispensaries.

Clara Regal, Township resident, spoke against marijuana dispensaries, specifically the location of one of the dispensaries.

Dr. David Pawsat, Township resident, spoke against marijuana dispensaries.

Jay Meyer, Township resident, spoke against marijuana dispensaries.

4. APPROVAL OF AGENDA

Commissioner McConnel moved to approve the June 10, 2024, regular Planning Commission meeting agenda. Seconded by Commissioner Scales. Motion passed unanimously.

5. APPROVAL OF MINUTES

Chair Shrewsbury asked that the wording of the adjournment of the meeting be changed to reflect the word “adjourn” instead of the word “close.”

Commissioner Scales moved to approve the Minutes of the May 13, 2024, Planning Commission Regular Meeting as amended. Seconded by Commissioner Blumer. Motion passed unanimously as amended.

6. COMMUNICATIONS

- A. Kalyani Vangala re: SUP #24009 (Email)
- B. Mohan Madala, MD re: SUP #24009 (Email)
- C. Soumya Madala re: SUP #24009 (Email)
- D. Liz Kesler re: SUP #24009 (Email)
- E. Judith Leibinger/Richard York re: SUP #24009 (Email)
- F. Seth Kesler re: SUP #24009 (Email)
- G. Ellen Hoekstra re: SUP #24009 (Email)
- H. Satish Udpa re: SUP #24009 (Email)
- I. Xiaoping Li re: SUP #24009 (Email)
- J. Daniel Thompson re: SUP #24009 (Email)
- K. Sonh Su Kim re: SUP #24009 (Email)
- L. Zhichao Cao re: SUP #24009 (Email)
- M. Howard and Marlene Stover re: SUP #24009 (Email)
- N. Williamston Township Intent to Plan (Email)
- O. Alison Kochan re: SUP #24009 (Email)

7. PUBLIC HEARINGS

Principal Planner Shorkey gave an overview of the Public Hearing process. Principal Planner Shorkey noted that, with regards to the rezoning hearing, it is only in regards to the rezoning. The ensuing special use permit will come up for a public hearing in the future if the rezoning is approved.

- A. TA #24010 – Sec. 36-377 – RN – Village of Nemoka Ordinance Update

Chair Shrewsbury opened the Public Hearing at 6:48 pm.

Principal Planner Shorkey explained the project submitted for text amendment.

Chair Shrewsbury closed the public hearing at 6:54 pm. By voice vote, the Planning Commission indicated support for the application.

- B. SUP #24012 – Consumers Transfer Station (Rutherford Drive)

Chair Shrewsbury opened the public hearing at 6:54.

Principal Planner Shorkey explained the project submitted for SUP.

Anthony Stepke and Amy Gilpin, representatives for Consumers Energy, explained the need for the project. The current station provides gas to the neighborhood. It is in the right-of-way and it is outdated, issues that can be corrected if the SUP is approved. Mr. Stepke gave additional details regarding the upgrades that will be provided by creating a new station.

Commissioner McConnell asked for more information about the variance application for the fence. Mr. Stepke explained that a fence height is a requirement for safety, and in this instance part of the fence will be opaque as part of an agreement with the neighboring landowner. Principal Planner Shorkey clarified that concerns about the fence can be directed to the ZBA.

Commissioner Scales asked for the density of the population that the station will serve with regards to consideration of critical infrastructure. Mr. Stepke indicated that he will need to return to the Commission with the number of people served. Mr. Stepke stated that part of the reason for the application is because it serves many people and gave detail about how the station works to regulate gas pressure.

Vice-chair Snyder asked for more details about the appearance. Mr. Stepke gave details about what components will be visible above grade.

Roger Taylor, township resident, asked if a geological survey will be done to assess where rainwater will go with the change in grade and if an environmental survey will be done on the valves that are in the ground.

Chair Shrewsbury closed the public hearing at 7:20 pm. By voice vote, the Planning Commission indicated support for the application.

C. REZ #24013 – Fedewa Holdings (Dobie Road)

Chair Shrewsbury opened the public hearing at 7:20 pm.

Principal Planner Shorkey explained the project submitted for REZ.

Jerry Fedewa, David Fedewa, and Greg Fedewa, representatives for Fedewa Holdings, explained the need for the rezoning. Explained that their plans avoid the need for a variance request.

Commissioner Scales asked for clarity about the number of units. Jerry Fedewa explained that the number is still flexible because he has not spoken with the engineers to get details about the specific needs of the site. Once the details are available, the exact number of units will be determined. Principal Planner Shorkey clarified that if the REZ is approved, the project will need to gather more information to provide specifics when they apply for an SUP.

Chair Shrewsbury asked if affordability was being considered. Jerry Fedewa clarified that affordable units would result in higher density and would not provide garages and commented that there is a need in the community for the planned type of housing.

Joel Major, Township resident, spoke against the application, citing the denial of the 2019 rezoning application.

Michael McIntosh, Township resident, spoke against the application.

Kristina Kloc, Township resident, spoke against the application.

David Kloc, Township resident, spoke against the application.

Cecelia Kramer, Township resident and Faith Lutheran member, spoke in favor of the application. Ms. Kramer clarified that the church will be moving the driveway, not eliminating it.

John McCracken, Faith Lutheran member, spoke in favor of the application. Mr. McCracken stated that the only interest in the property has been multi-family development.

Wayne Popard, Township resident, spoke against the application.

Commissioner Blumer asked the applicant if they had architectural plans. Jerry Fedewa returned to clarify that there are currently no architectural drawings in this preliminary stage. Mr. Fedewa also commented that the Drain Commissioner's Office will require the development have appropriate drainage and that office will need to approve the plan.

Chair Shrewsbury closed the public hearing and opened Board Member comment at 8:03 pm.

Commissioner Blumer spoke in support of the developer but spoke against the application because it is not consistent with the neighborhood regarding density and land use planning. Commissioner Blumer asked if the western-most block of buildings could instead be planted as a buffer for view and traffic for the neighborhood.

Commissioner McConell spoke in support of the application because it is consistent with the Master Plan and in appropriate proximity to amenities but spoke against it because he recognizes the inconsistency with the neighborhood.

Commissioner Scales acknowledged residents concerns and stated that the application is consistent with the Master Plan and he would like to hear more about the proposed development.

Chair Shrewsbury clarified to residents that this is just one step in a multi-step process and Commission support at this step does not mean the project is approved.

Vice-chair Snyder expressed her concern that this application does not meet the Master Plan goal to increase middle-housing development and does not support the application for this reason. Vice-chair Snyder asked if the Commission could be provided with the number of projects in the last year that cater to the demographic of multi-family housing rented for greater than \$2,000 per month.

Commissioner Brooks expressed concern about drainage from this property and stated that he would like the development to be middle level housing. He asked for more details about the differences this proposal has to the proposal that was rejected in 2019. Principal Planner Shorkey noted that the Master Plan changes are the main difference, and he would have to look deeper to have more specifics.

By voice vote Chair Shrewsbury, Commissioners McConnel and support the project; Vice-chair Snyder and Commissioner Blumer oppose the project; Commissioner Brooks undecided.

8. UNFINISHED BUSINESS

A. SUP #24007 – Lilliac LLC (5681 Shaw)

Principal Planner Shorkey gave an overview of the process that has occurred regarding this permit to date and stated that this would be approval of the permit and it would not go before the Township Board.

Commissioner McConnell moved to adopt the attached resolution approving Special Use Permit #24007, a request to reconstruct and existing building at 5681 Shaw Street into a four-unit residential building. Supported by Commissioner Scales. Motion passed unanimously.

B. SUP #24008 – Radmoor Montessori (2745 Mt. Hope)

Principal Planner Shorkey gave an overview of the process that has occurred regarding this permit to date and stated that this will proceed to site plan approval.

Commissioner Scales moved to adopt the attached resolution approving Special Use Permit #24008, a request to expand the parking lot to add 12 spaces at 2745 Mt Hope Road, known as the Montessori Radmoor School. Supported by Vice-chair Snyder. Motion passed unanimously.

C. SUP #24009 – SANDDS (3520 Okemos Road)

Principal Planner Shorkey gave an overview of the process that has occurred regarding this permit to date and confirmed that the Commission’s recommendation will go before the Township Board.

Commissioner Scales moved to adopt the attached resolution recommending approval of Special Use Permit #24009, a request to establish an adult use recreation marijuana retailer in an existing commercial center located at 3520 Okemos Rd. Supported by Commissioner Blumer. Motion passed unanimously.

9. OTHER BUSINESS

A. Zoning Board of Appeals Appointment

Principal Planner Shorkey outlined the need for a Planning Commissioner to sit on the Zoning Board of Appeals and gave information about the topics reviewed by the Zoning Board of Appeals.

Commissioner Brooks indicated his interest in being the appointee. Commissioners unanimously appointed Commissioner Brooks to the Zoning Board of Appeals

10. REPORTS AND ANNOUNCEMENTS

A. Township Board Update

Principal Planner Shorkey said that there was no report.

B. Liaison Reports

Commissioner McConnell updated the Commission about the applications for Climate Sustainability that the Environmental Commission has reviewed.

Commissioner Scales reminded the community that the EDC has planned a Juneteenth Festival at Lake Lansing South Park.

11. PROJECT UPDATES

A. Project Report

Principal Planner Shorkey briefed the Commission on changes to the project report, highlighted in bold text, and new applications.

12. PUBLIC REMARKS

Chair Shrewsbury opened public remarks at 8:42

Chair Shrewsbury closed public remarks at 8:42

13. COMMISSIONER COMMENTS

Commissioner McConnell complemented the layout of the project report and asked to see an aerial map view of the projects at a future meeting. Commissioner McConnell asked if a column could be added that will indicate the price-point of rental units on the project report.

Commissioner Brooks asked for an outline of how public hearings should be conducted. Chair Shrewsbury concurred and added detail as to what would help the Commission conduct them smoothly.

14. ADJOURNMENT

Chair Shrewsbury called for a motion to adjourn the meeting at 8:48 pm

Commissioner Blumer moved to adjourn the June 10, 2024 regular meeting of the Planning Commission. Seconded by Commissioner Scales. Motion passed unanimously.

From: [Tim Schmitt](#)
To: [Brian Shorkey](#)
Subject: FW: Rezoning fedewa holdings
Date: Tuesday, June 11, 2024 8:14:30 AM

Timothy R. Schmitt, AICP

Interim Township Manager///Director of Community Planning and Development

schmitt@meridian.mi.us

W 517.853.4506

5151 Marsh Road | Okemos, MI 48864

meridian.mi.us

From: Gia McIntosh <giacunningham99@gmail.com>
Sent: Monday, June 10, 2024 8:05 PM
To: Tim Schmitt <schmitt@meridian.mi.us>
Subject: Rezoning fedewa holdings

You don't often get email from giacunningham99@gmail.com. [Learn why this is important](#)

It was said in the meeting that the woods where the apartments would be built is filled with dead trees and garbage. I wanted to share a picture of my back yard which would directly be effected by the build. It is beautiful and filled with wildlife and zero garbage. If there is garbage it is brought from the church near their building



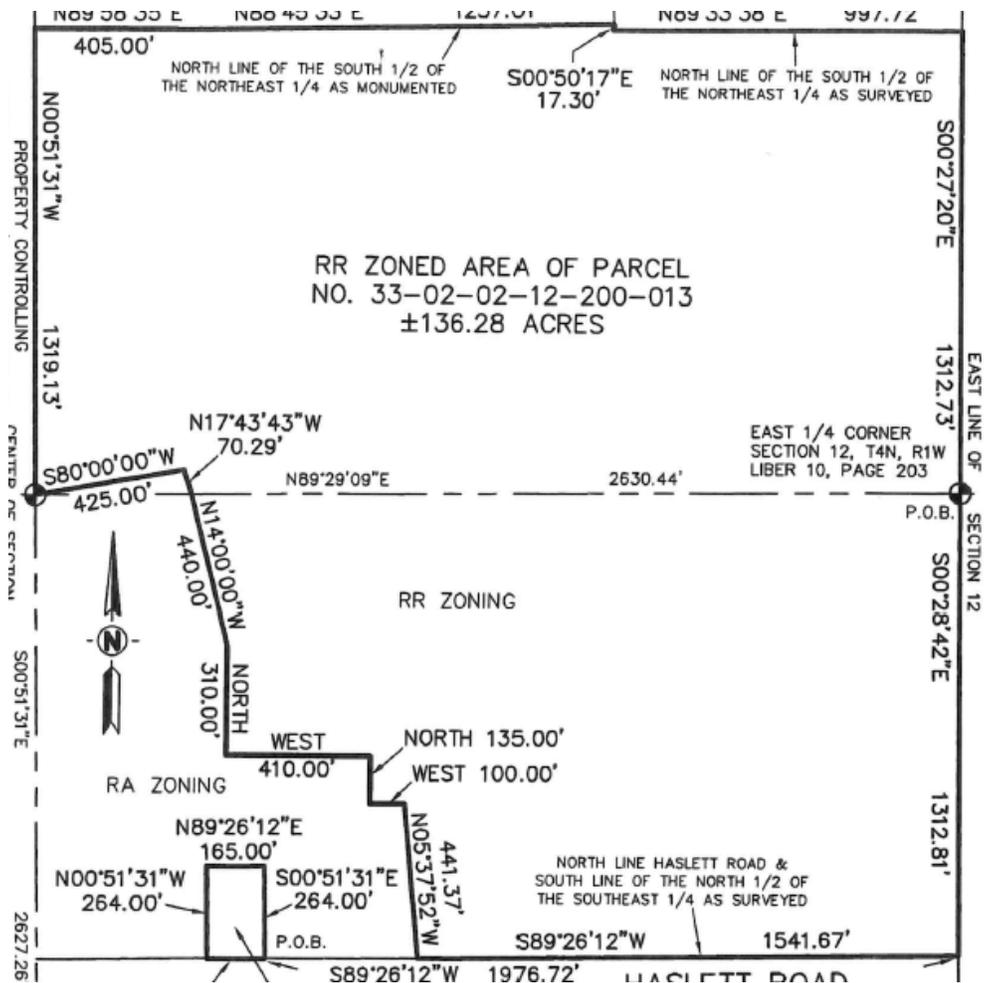
To: Planning Commission

From: Brian Shorkey, Principal Planner

Date: June 24, 2024

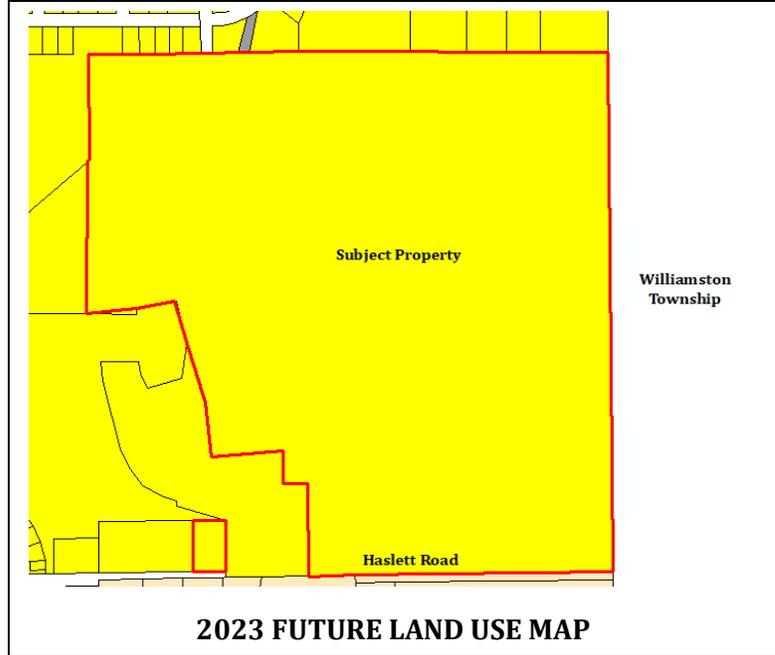
Re: **Rezoning #24015 (Copper Creek), rezone approximately 4.28 acres located on Dobie Road from RAA (Single Family-Low Density) to RC (Multiple Family).**

Mayberry Homes (Applicant) has requested the rezoning of approximately 139 acres located on Haslett Road, adjacent to the east of the existing Copper Creek development (Subject Property), from RR (Rural Residential) to RA (Single-family Residential). Most of the Subject Property is the undeveloped section of the next phase of Copper Creek. However, the Subject Property also includes a roughly one acre piece at 350 Haslett Road. The survey of the site, included with the application materials, shows the RR area proposed to be rezoned.



Future Land Use

The Future Land Use Map from the 2023 Master Plan designates the Subject Property as Suburban Residential. This designation aligns with the requested RA zoning and is the same as the designations to the west and north. The properties adjacent to the south are designated as Rural Residential. The properties to the east are designated as Open Space in their Future Land Use map.



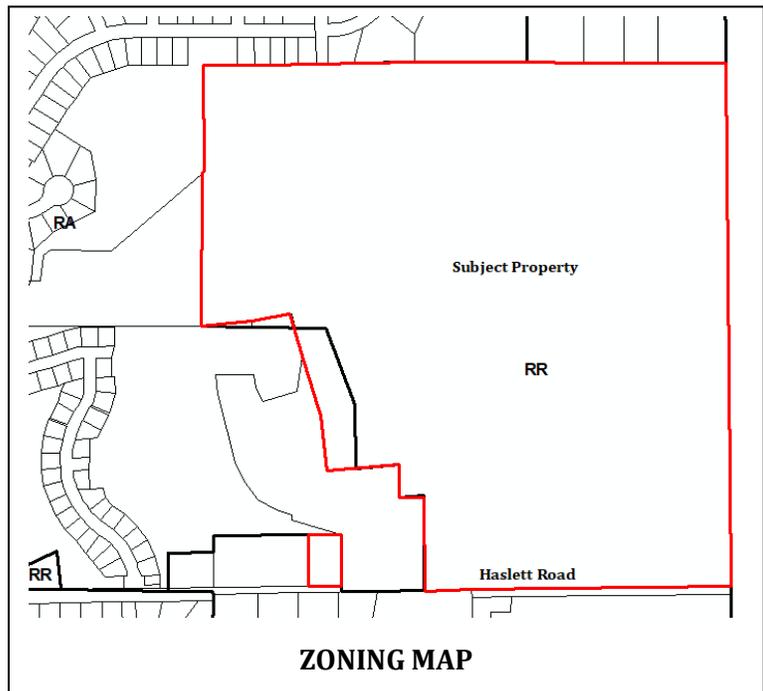
Zoning

The property is currently zoned RR (Rural Residential), which requires a minimum of 200 feet of lot width and 40,000 square feet of lot area. The requested RA zoning district requires a minimum of 80 feet of lot width, 10,000 square feet of lot area. The property to the north and west is similarly zoned RA. The properties to the south are zoned the existing RR zone. Property to the east are in Williamston Township.

Physical Features

The northern third of the Subject Property is crossed by the Jefferies Drain. The drain generally crosses the southern edge of extensive wetlands on the northern third of the Subject Property. Wetland also covers the southeast corner of the Subject Property. The concept plan submitted with the application acknowledges the wetlands and shows 40-foot buffers around them and labels the wetlands as parks.

The wetlands take up approximately 68 acres of the Subject Property and are shown on the Township's Greenspace Plan as Priority Conservation Corridors (PCC). PCCs are recognized as part of a network of ecologically



significant open spaces that link wildlife habitat, protect water quality, and preserve the natural character of the Township.

The remainder of the Subject Property is developable open space, except for the one acre parcel on Haslett Road, which contains a single family residence.

Streets & Traffic

The site fronts on its southern boundary on Haslett Road, which is a two-lane road without curb and gutter classified as a Minor Arterial Street on the Street Setbacks and Service Drives Map in the zoning ordinance.

The applicant submitted a traffic study prepared by Fleis & Vandenbrink, Inc. dated April 2024. According to the study, site access is proposed via the continuation of the existing Copper Creek development.

The study used data from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th edition to estimate trip generation rates for Single Family-Detached Housing under the existing RR zoning and the requested RA zoning. The study estimated that 83 units are currently available under the RR zoning while the requested RA zoning would yield 307 units. The following table summarizes findings from the submitted traffic assessment.

Land Use	Size	AM Peak Hour			PM Peak Hour			Weekday
		In	Out	Total	In	Out	Total	
Existing Zoning (RR)	83 Units	16	47	63	52	31	83	850
Proposed Zoning (RA)	307 units	52	155	207	180	105	285	2,832
Difference		+36	+108	+144	+128	+74	+202	+1,982

A traffic impact study is required for rezonings when the proposed district would permit uses that could generate more than 249 additional directional trips during the peak hour than the principal uses permitted under the current zoning, or if directional trips are expected to increase by at least 750 during the day. Based on the study, development of the Subject Property will require a traffic impact study, which will be required to be approved by the Ingham County Road Department prior to site plan approval.

Utilities

The Subject Property is inside of the Urban Service Boundary and municipal water and sanitary sewer are available. The location and capacity of utilities for any proposed development will be reviewed in detail by the Department of Public Works and Engineering at the time of a development submittal.

Staff Analysis

The applicant has requested the rezoning of approximately 139 acres from RR to RA. When evaluating a rezoning request, the Planning Commission should consider all uses permitted by right and by special use permit in the current and proposed zoning districts, as well as the reasons for rezoning

Rezoning #24015 (Copper Creek 5)
Planning Commission (June 24, 2024)
Page 4

listed on page two of the rezoning application (attached). Based on that, Staff has the following comments:

1. The Future Land Use map for the Subject Property was updated during the 2023 Master Plan update to support the requested RA zoning. This was done at the request of the applicant and had no opposition from the Township Planning Commission or Board of Trustees.
2. The proposed development will continue the existing Copper Creek development and mirror it in terms of aesthetics and density. As such, the requested zoning is compatible with the surrounding area.
3. Significant environmental challenges face development of the Subject Property. The concept plan submitted demonstrates that the Applicant is aware of those challenges. Before development can occur on the Subject Property, a site plan will have to be approved by the Ingham County Drain Commission and the Township Engineering Department.
4. The proposed rezoning may have adverse effects on surrounding traffic, as demonstrated by the traffic study. A full traffic impact study will be required to be approved by the Ingham County Road Department before a site plan approval can be granted. The Applicant will be required to construct any required road improvements in order to mitigate the increased traffic.

Planning Commission Options

The Planning Commission may recommend approval or denial of the request, or it may recommend a different zoning designation than proposed by the applicant to the Township Board. A resolution will be provided at a future meeting.

Attachments

1. Rezoning application dated March 25, 2024 and received by the Township on May 19, 2024.
2. Traffic assessment prepared by Fleis & Vandenbrink, Inc., dated April 2024 and received by the Township on May 19, 2024.
3. Property survey prepared by Kebs, Inc., received by the Township on May 19, 2024.
4. Rezoning criteria.

MEMO

VIA EMAIL smittleman@mayberryhomes.com

To: Steve Mittleman
Mayberry Homes

From: Julie Kroll, PE, PTOE
Mason Gamble, EIT
Fleis & VandenBrink Engineering

Date: April 19, 2024

Re: Copper Creek Residential Development
Meridian Township, Michigan
Rezoning Traffic Study

INTRODUCTION

This memorandum presents the results of the Rezoning Traffic Study (RTS) for a proposed residential development in Meridian Township, Michigan. The project site is located generally in the northeast quadrant of Copper Creek Drive and Haslett Road, adjacent to the existing Copper Creek development. The site location is shown in **Figure 1** and on the attached site concept plan. The proposed development is located on approximately 136 acres and will include the construction of single-family units. The project site was previously vacant. Site access is proposed via the continuation of the existing Copper Creek Drive development. As part of this development project, the subject property is proposed to be rezoned from the current RR (One-Family Rural) zoning to the proposed RA (One-Family Medium Density) zoning. The Township has requested the completion of a Rezoning Traffic Study (RTS), in order to evaluate the potential impact on site trip generation associated with the proposed rezoning.

Figure 1: Site Location Map

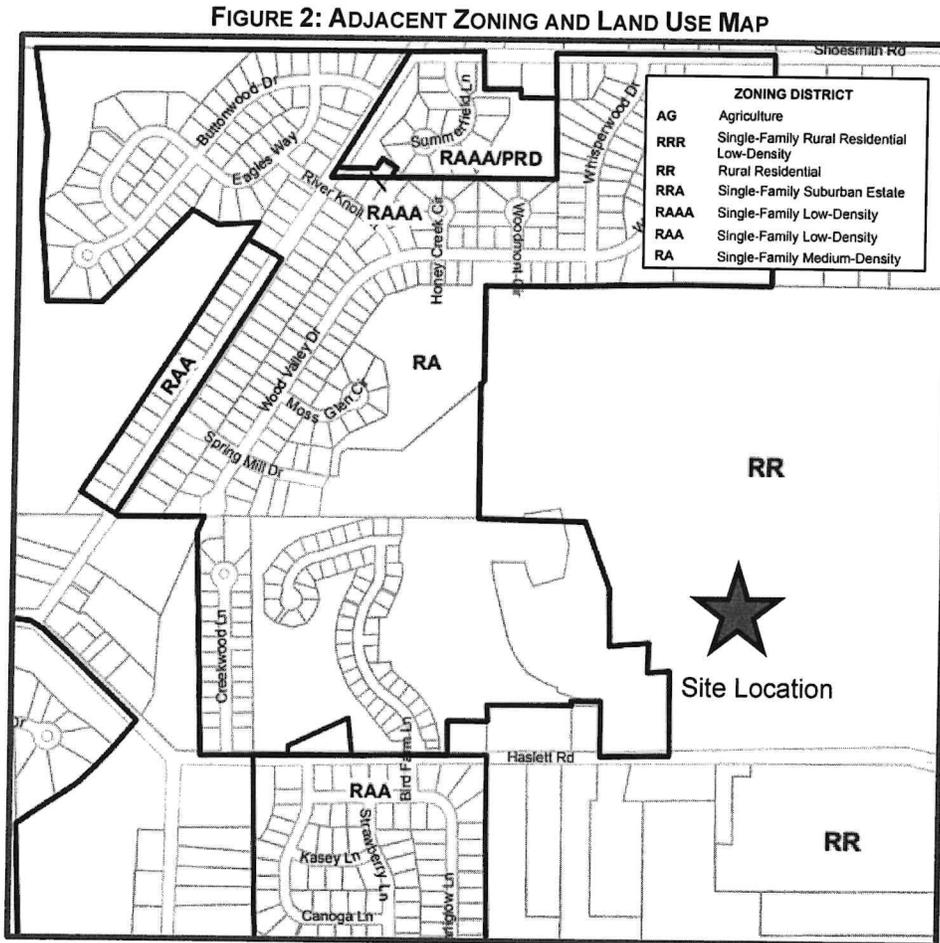


27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079
www.fveng.com

The scope of the study was developed based on Fleis & VandenBrink's (F&V) understanding of the development program, accepted traffic engineering practice, and methodologies published by the Institute of Transportation Engineers (ITE). This RTS was performed in accordance with the guidelines outlined in *Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities*. Sources of data for this study include MDOT, the Ingham County Road Department (ICRD), and ITE.

ZONING INFORMATION

The project site is located adjacent to the north side of Haslett Road, between Meridian Road and Van Atta Road, and is currently zoned as RR (One-Family Rural). Adjacent to the project site, there are primarily residential developments. The adjacent land uses and zoning classifications are shown in **Figure 2**.



EXISTING ROAD NETWORK

Vehicle transportation for the study area is provided via Haslett Road. Site access is proposed via an extension of the Copper Creek development roadway network to access Haslett Road via Copper Creek Drive. Roadway information for the study section of Haslett Road is summarized in **Table 1**.

Table 1: Existing Roadway Conditions

Roadway Segment	Haslett Road
Number of Lanes (Adjacent to site)	2 Lanes (1 lane in each direction)
Functional Classification	Major Collector
Roadway Jurisdiction	ICRD
Posted Speed Limit	55 mph
Traffic Volumes (MDOT 2023)	5,848 AADT

TRIP GENERATION

As part of the proposed development project, the existing RR zoning is proposed to be rezoned to RA zoning to accommodate the proposed development plan for this site. As part of the rezoning process, a trip generation comparison was performed to evaluate the maximum potential development plan under the existing RR zoning, as compared to the maximum potential development that would be permitted under the proposed RA zoning.

The existing RR zoning allows for single-family housing, home occupations, child and adult care homes, private kennels, and agricultural operations. The proposed RA zoning allows for all uses under the RR zoning, while subject to increased dimensional requirements. Comparison of the uses shows that single-family detached homes would result in the highest trip generation for both the existing and proposed zoning.

The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the existing and proposed zoning classifications was forecast based on data published by ITE in the *Trip Generation Manual, 11th Edition*. Therefore, the maximum development trip generation comparison for the existing and proposed zoning classifications is summarized in **Table 2**.

Table 2: Site Trip Generation Comparison – Rezoning

Zoning	Land Use	ITE Code	Size	Unit	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
Existing (RR)	Single-Family Detached	210	83	DU	850	16	47	63	52	31	83
Proposed (RA)	Single-Family Detached	210	307	DU	2,832	52	155	207	180	105	285
Difference					1,982	36	108	144	128	74	202

The results of the comparison indicate that the maximum development that would be permitted under the proposed RA zoning will generate more trips during the peak periods and throughout the day, as compared to the maximum development currently permitted under the existing RR zoning.

The Meridian Township Code of Ordinances indicates that a traffic assessment may be required for developments that are expected to generate between 50 and 249 directional trips during the peak hour of traffic. Based upon the results of this analysis, development of this property may require further traffic analysis as part of the site plan approval process.

CONCLUSIONS

- The trip generation comparison indicates that the maximum development that would be permitted under the proposed RA zoning will generate more trips during the peak periods and throughout the day, as compared to the maximum development currently permitted under the existing RR zoning.

Any questions related to this memorandum, study, analyses, and results should be addressed to Fleis & VandenBrink.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

Julie M. Kroll

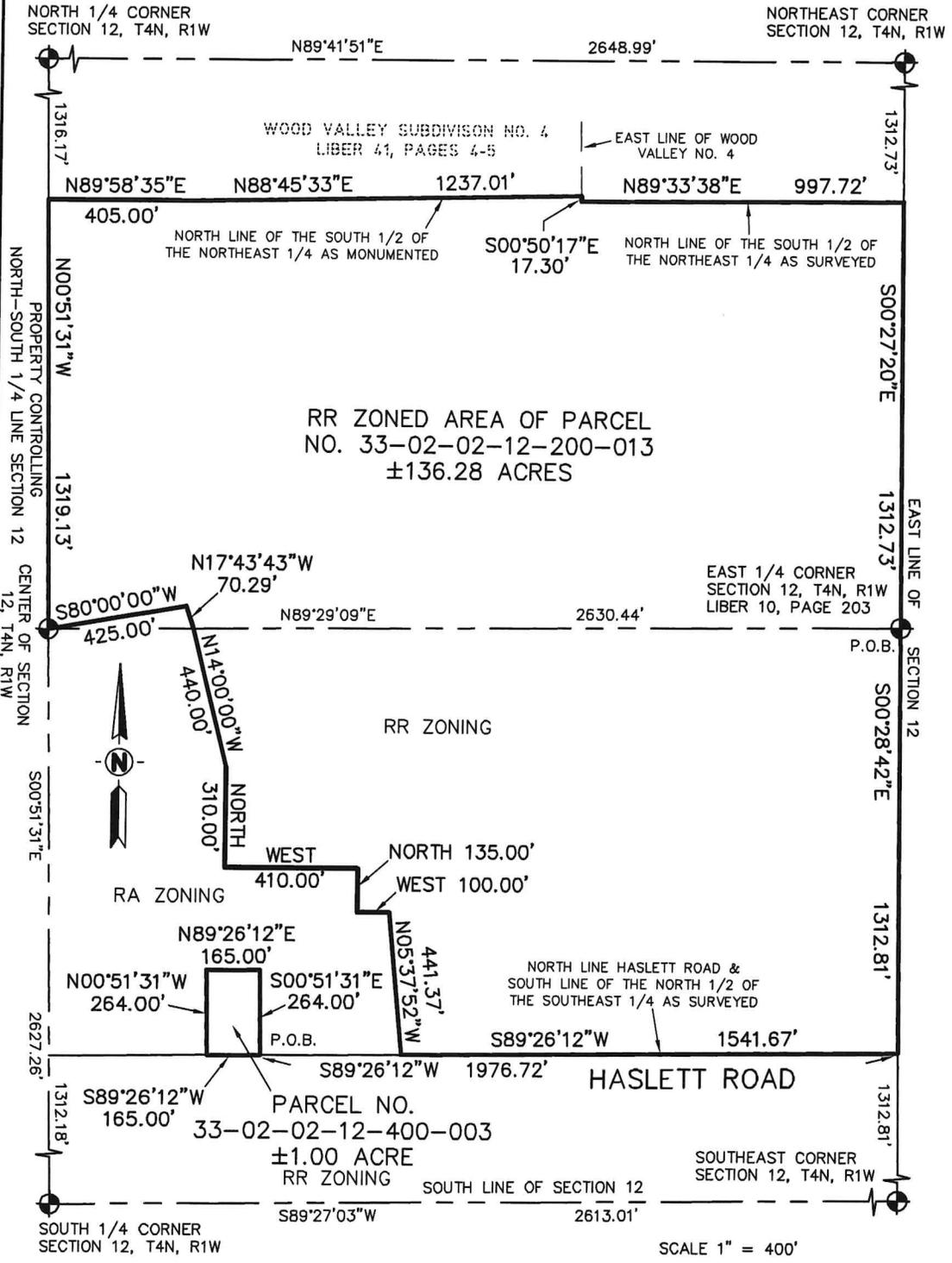
Digitally signed by Julie M. Kroll
 Date: 2024.04.19 12:08:09 -05'00'

Attachments: Site Location Data
 Traffic Count Data



REZONING SKETCH PLAN

FOR: **MAYBERRY HOMES**



LEGEND

- = Set 1/2" Bar with Cap
- = Found Bar & Cap #18989 Unless Noted
- = Survey Boundary Line
- = Distance Not to Scale
- × — × = Fence
- 0.0'± = Denotes Distance to the Survey Line

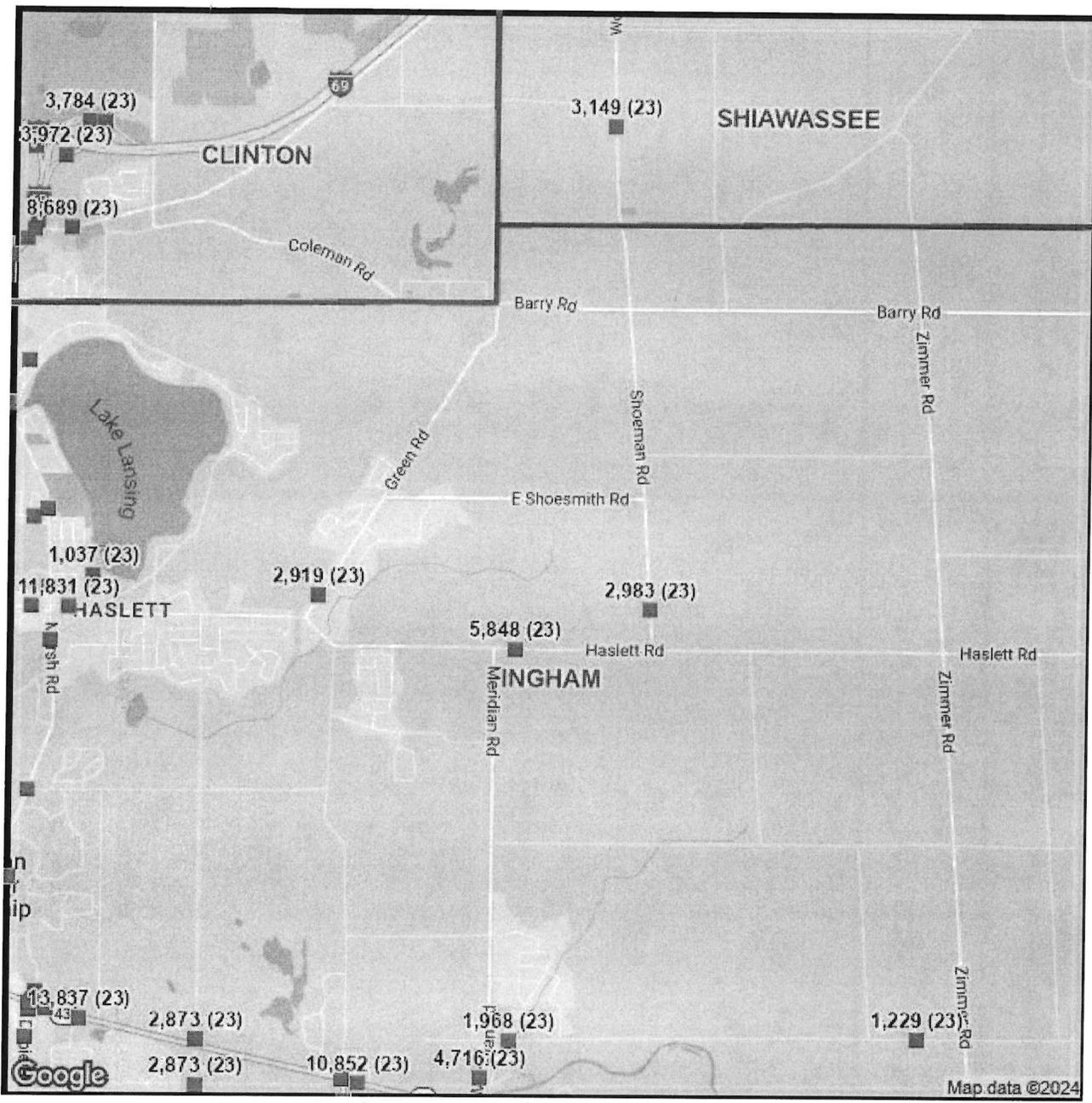
All Dimensions are in Feet and Decimals Thereof.
All Improvements Not Shown.

KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB	SECTION 12, T4N, R1W
FIELD WORK BY ---	JOB NUMBER:
SHEET 1 OF 2	90535.CND-REZONING



- TADS Locations**
- Short
 - Continuous
 - WIM
 - Located Short
 - Located Continuous
 - Located WIM
 - Inactive Location
 - State Owned

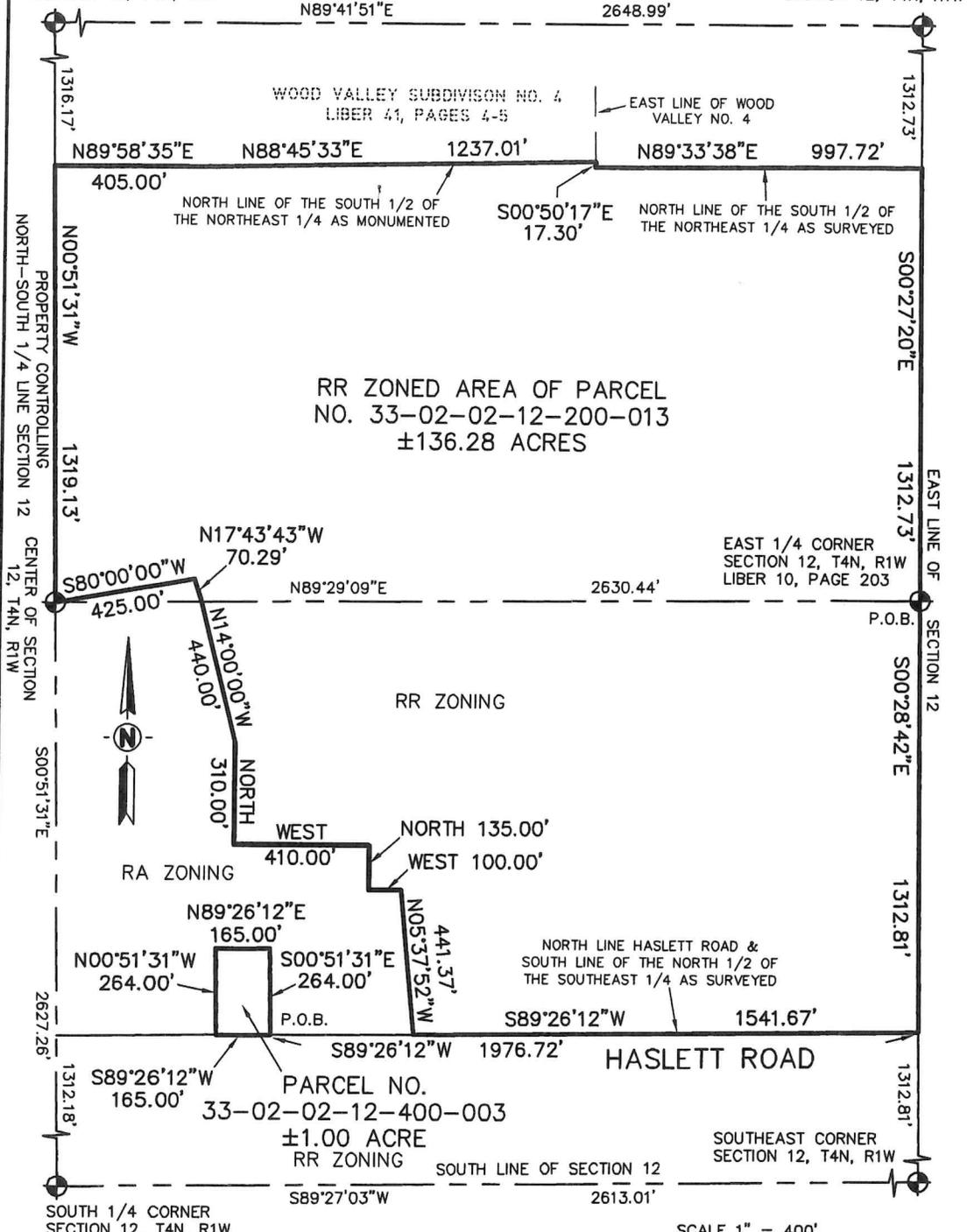


4/16/2024

REZONING SKETCH PLAN

FOR: **MAYBERRY HOMES**

NORTH 1/4 CORNER SECTION 12, T4N, R1W NORTHEAST CORNER SECTION 12, T4N, R1W



SCALE 1" = 400'



LEGEND

- = Set 1/2" Bar with Cap
- = Found Bar & Cap #18989 Unless Noted
- = Survey Boundary Line
- = Distance Not to Scale
- ✕ = Fence
- ← 0.0'± = Denotes Distance to the Survey Line

All Dimensions are in Feet and Decimals Thereof.
All Improvements Not Shown.

KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS	
2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49068 PH. 269-781-9800 FAX. 269-781-9805	
DRAWN BY KDB	SECTION 12, T4N, R1W
FIELD WORK BY ---	JOB NUMBER:
SHEET 1 OF 2	90535.CND-REZONING

REZONING SKETCH PLAN

Legal Descriptions of Areas to be Rezoned from RR Zoning to RA Zoning:

RR Zoned Area of Parcel No. 33-02-02-12-200-013: An area of land in the Northeast 1/4, Southeast 1/4, and the Southwest 1/4 of Section 12, T4N, R1W, Meridian Township, Ingham County, Michigan, the limits of said area described as: Beginning at the East 1/4 corner of said Section 12; thence S00°28'42"E along the East line of said Section 12 a distance of 1312.81 feet to the South line of the North 1/2 of said Southeast 1/4 as surveyed and the North line of Haslett Road; thence S89°26'12"W along said North line 1541.67 feet; thence N05°37'52"W 441.37 feet; thence West 100.00 feet; thence North 135.00 feet; thence West 410.00 feet; thence North 310.00 feet; thence N14°00'00"W 440.00 feet; thence N17°43'43"W 70.29 feet; thence S80°00'00"W 425.00 feet to the property controlling Center of Section 12 as recorded in Liber 2 of corners, Page 441; thence N00°51'31"W along the property controlling North-South 1/4 line 1319.13 feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 12 as monumented; thence N89°58'35"E along said North line as monumented 405.00 feet; thence N88°45'33"E along said North line 1237.01 feet; thence S00°50'17"E along the East line extended of Wood Valley No. 4 as recorded in Liber 41 of Plats, Pages 4 & 5, Ingham County Records a distance of 17.30 feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 12 as surveyed; thence N89°33'38"E along said North line 997.72 feet to the East line of said Section 12; thence S00°27'20"E along said East line 1312.73 feet to the point of beginning; said area containing 136.28 acres more or less; said area subject to all easements and restrictions if any.

Parcel No. 33-02-02-12-400-003: A parcel of land in the Southeast 1/4 of Section 12, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 12; thence S00°28'42"E along the East line of said Section 12 a distance of 1312.81 feet to the South line of the North 1/2 of said Southeast 1/4 as surveyed and the North line of Haslett Road; thence S89°26'12"W along said North line 1976.72 feet to the point of beginning of this description; thence S89°26'12"W continuing along said North line 165.00 feet; thence N00°51'31"W parallel with the property controlling North-South 1/4 line of said Section 12 a distance of 264.00 feet; thence N89°26'12"E parallel with said North line 165.00 feet; thence S00°51'31"E parallel with said North-South 1/4 line 264.00 feet to the point of beginning; said parcel containing 1.00 acre more or less; said parcel subject to all easements and restrictions if any.



KESB, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY	KDB	SECTION 12, T4N, R1W
FIELD WORK BY	---	JOB NUMBER:
SHEET	2 OF 2	90535.CND-REZONING

Part II

REASONS FOR REZONING REQUEST

Respond only to the items which you intend to support with proof. Explain your position on the lines below, and attach supporting information to this form.

A. Reasons why the present zoning is unreasonable:

- 1) There is an error in the boundaries of the Zoning Map, specifically: _____

- 2) The conditions of the surrounding area have changed in the following respects: _____

- 3) The current zoning is inconsistent with the Township's Master Plan, explain: _____

- 4) The Township did not follow the procedures that are required by Michigan laws, when adopting the Zoning Ordinance, specifically: _____

- 5) The Township did not have a reasonable basis to support the current zoning classification at the time it was adopted; and the zoning has exempted the following legitimate uses from the area: _____

- 6) The current zoning restrictions on the use of the property do not further the health safety or general welfare of the public, explain: _____

B. Reasons why the requested zoning is appropriate:

- 1) Requested rezoning is consistent with the Township's Master Plan, explain: _____

- 2) Requested rezoning is compatible with other existing and proposed uses surrounding the site, specifically: _____

- 3) Requested rezoning would not result in significant adverse impacts on the natural environment, explain: _____

- 4) Requested rezoning would not result in significant adverse impacts on traffic circulation, water and sewer systems, education, recreation or other public services, explain: _____

- 5) Requested rezoning addresses a proven community need, specifically: _____

- 6) Requested rezoning results in logical and orderly development in the Township, explain: _____

- 7) Requested rezoning will result in better use of Township land, resources and properties and therefore more efficient expenditure of Township funds for public improvements and services, explain: _____



To: Planning Commission

From: Brian Shorkey, Principal Planner

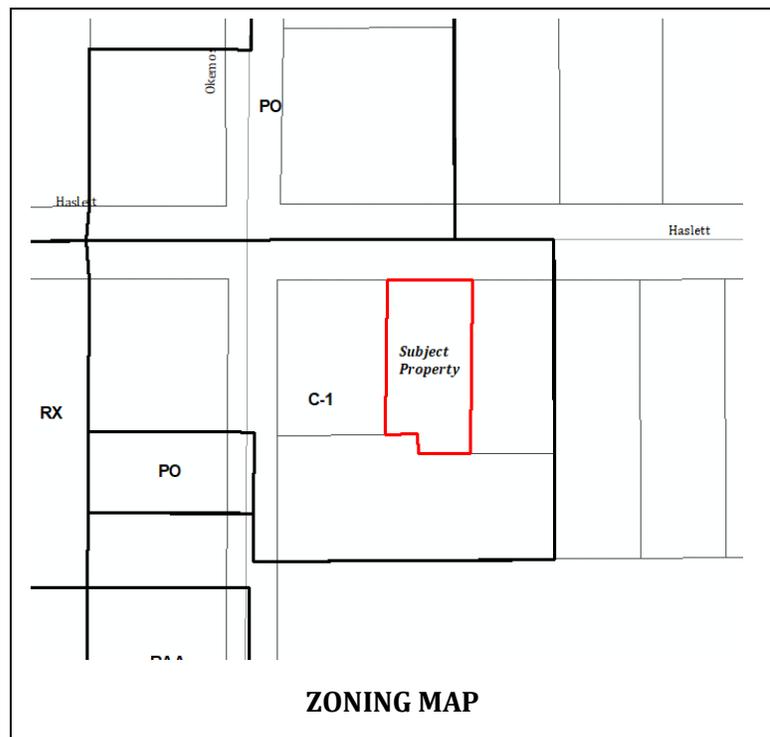
Date: June 24, 2024

Re: Special Use Permit #24017 (Herbana), to construct an adult use 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 adult use marijuana retailer 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. Other tenants in the commercial center include Custom Quilts & Sewing Center, Encore Salon, Vivian Nails & Spa, and the Refresh IV Bar. This SUP application follows the Board of Trustees’ approval of the adult use marijuana conditional license on April 16, 2024 and is similar to a medical marijuana SUP application on the same site that was approved by the Township in 2023.

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. The C-1 district requires a minimum of 50 feet of lot frontage and 4,000 square feet of lot area. The parcel is approximately 0.6 acres in size (25,867 square feet) and has approximately 115 feet of frontage along Haslett Road.

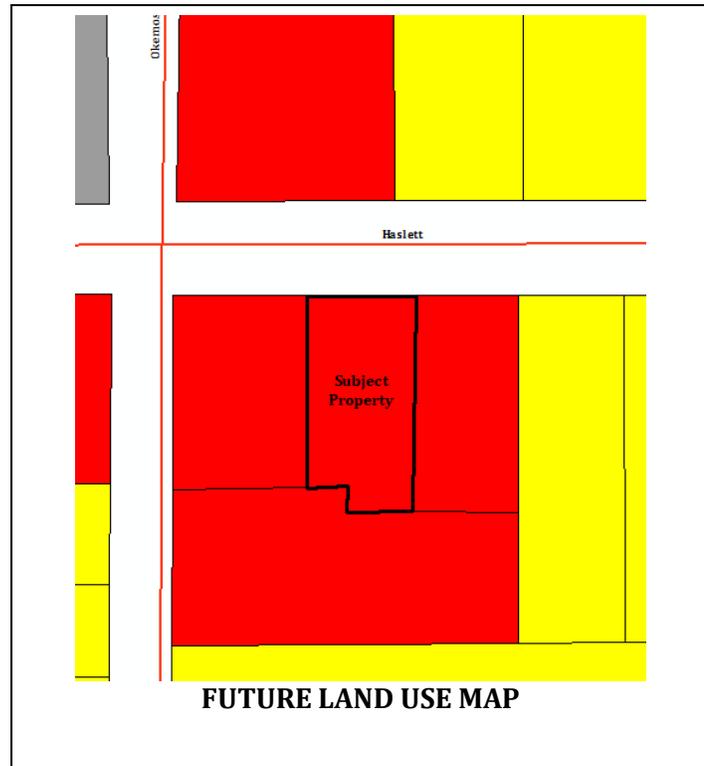


The Future Land Use Map from the 2023 Master Plan designates the subject site in the Commercial category. This is likewise true for all adjacent properties.

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 Adult Use Marijuana Overlay Area 1. This has been approved of one of only five areas in the Township where adult use marijuana retailers are allowed. An adult use retail permit has been approved for the site.
2. The project is consistent with the intent and purposes of this chapter and the proposed adult use marijuana retailer conforms with the Subject Property's zoning and Future Land Use designations.
3. The project is consistent with applicable land use policies contained in the Township's comprehensive development plan of current adoption.
4. 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.
5. The project will not adversely affect or be hazardous to existing neighboring uses.
6. The project will not be detrimental to the economic welfare of the surrounding properties or the community.
7. 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.
8. 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.



9. 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.
10. The project is not expected to 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.
11. 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.
12. 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.
13. 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 and/or any required building permits prior to beginning operations.

Recreational Marijuana Approval Process

Applicants for a Recreational Marijuana Facility must go through various steps in order to establish a facility within Meridian Township, including securing local and state approval. Applications are submitted to the Director of Community Planning and Development for review. All inspections, review, processing, and competitive review, if necessary, shall be completed within 90 days of a complete application. A completed application is forwarded to the Township Board, who must approve or deny the application within 120 days of a completed application and fees. If the application is approved, then the Applicant shall receive a conditional approval, the conditions of which must be met for the Applicant to receive a Permit as the Permit Holder. If the Township Board issues conditional approval, then the Applicant must submit their SUP application to the Planning Commission within 60 days. Recreational Marijuana permits are reviewed for renewal or amendment, but the SUP does not require annual renewal. If the applicant maintains a valid State license and remains in good standing with both the State and Township a renewal will be granted for another one year period.

Planning Commission Options

The Planning Commission may recommend approval, approval with conditions, or denial of the proposed special use permit. A resolution will be provided at a future meeting.

Attachments

1. Special use permit application
2. Attachment A: Site plan prepared by LSG Engineers and Surveyors. dated January 3, 2018 and received by the Township on May 23, 2024.

3. Attachment B: Employment and Hours of Operation
4. Attachment C: Lease Agreement
5. Attachment D: Sign Plan and Floor Plan, prepared by the Peabody Group and received by the Township on May 23, 2024.
6. Attachment E: Traffic Assessment prepared by Traffic Engineering Associates, Inc., dated November 19, 2019 and received by the Township on May 23, 2024.
7. Attachment F: Natural Features Assessment
8. Attachment G: SUP Request Standards writeup

**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 334 E. Washington 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

Township Code of Ordinances, Section 86-126

PLEASE see Attachment G

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

5/23/24

Date

James Daly

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

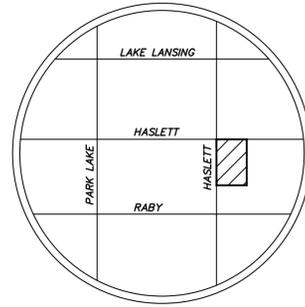
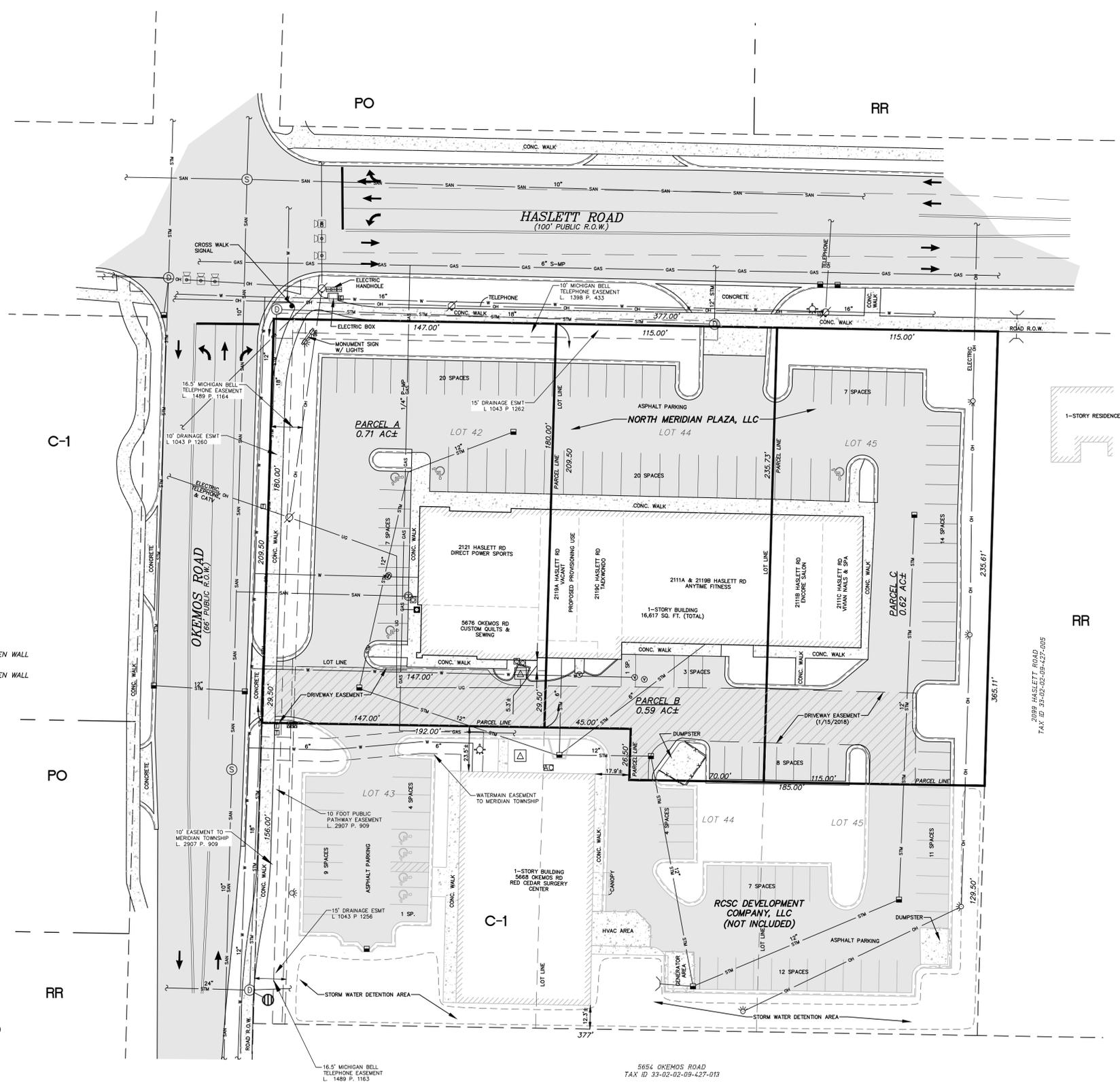
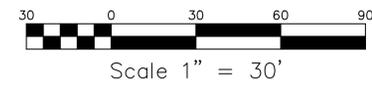
TOTAL SITE AREA: 1.92 AC / 83,804 SQ. FT.

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
 15,330 SQ. FT. / 0.36 AC

OPEN SPACE: 67,954 SQ. FT. / 1.56 ACRES

ZONING CLASSIFICATION: C-1



SITE LOCATION MAP
 NOT TO SCALE

LEGEND:

- ⊕ = STORM MANHOLE
- ⊕ = CATCHBASIN
- STM — = STORM LINE
- ⊕ = SANITARY MANHOLE
- SAN — = SANITARY EASEMENT
- ⊕ = SANITARY LINE
- ⊕ = ELECTRIC MANHOLE
- ⊕ = 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



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



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. Daily Staffing	Morning/Afternoon Shift	Afternoon/Evening Shift	Avg. Total Staff
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
Total	8.5	5	9	16

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 1st 2018**

SECTION 2.05 **EXPIRATION DATE: November 31st 2023**

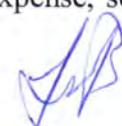
SECTION 2.06 **RENEWAL OPTION:** 3 - 5 Year options. Provided the Tenant has not been in any material default at any time during the Lease' the Tenant shall have the option to renew this Lease upon written notifications to Landlord at least 180 days prior to the expiration of the preceding lease period 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.
2nd yr \$ 4,120.00 per month / \$ 49,440.00
3rd yr \$ 4,243.60 per month / \$ 50,923.20
4th yr \$ 4,370.90 per month / \$ 52,450.90
5th yr \$ 4,502.03 per month / \$ 54,024.42
6th 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.



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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 1st 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



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

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 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



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.

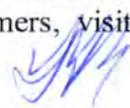
ARTICLE 7 - USE and OCCUPANCY

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

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.

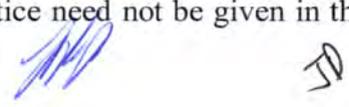
B. Landlord shall approve or disapprove, prior to installation, all types of drapes, shades and other window coverings used in the Leased Premises, and my control all internal lighting and signs that may be visible from outside the Leased Premises.

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.

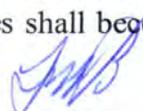
If Tenant does not promptly commence and thereafter diligently make the repairs, replacements and maintenance, Landlord may, upon ten (10) days prior written notice to Tenant (except that Landlord shall not be required to give Tenant notice or an opportunity to make such repairs, replacements or maintenance 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

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

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, or if (regardless of the percentage of leasable space in the Leased Premises which is taken) the Leased 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 as 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 or 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 **ATTORNMEN****T:** 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 compete 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

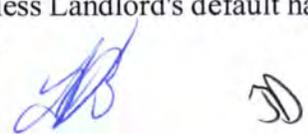
2. Landlord may, without terminating this Lease, re-enter the Leased Premises and re-let all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, 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.

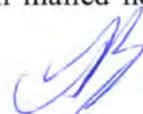
Tenant shall immediately notify Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Leased Premise and shall deliver to Landlord any notice received by Tenant relating thereto. Tenant shall promptly supply to Landlord a copy of the reports of any 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.

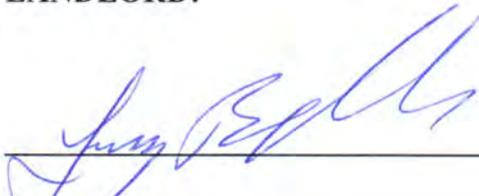
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- SECTION 21.13** **JOINT and SEVERAL LIABILITY:** If this Lease is executed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several, and a judgment entered against one shall be no bar to an action against the others.
- SECTION 21.14** **SURVIVAL:** Any provision of this Lease which obligates the Landlord or Tenant to pay an amount of 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 the 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 purpose 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.

23. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenant, 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 12th, 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):

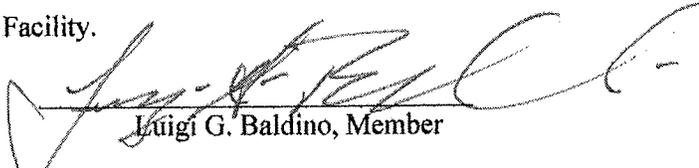
 _____ James Daly

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:

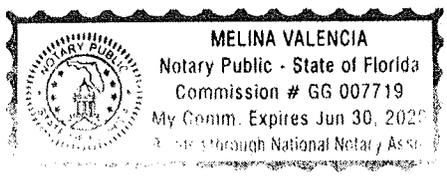
I, **Luigi G. Baldino**, Member of **North Meridian Plaza, LLC**, a Michigan Limited Liability Company registered at 1812 N. College Road in Mason, Michigan 48854 (**the "Company"**) who is the owner of the real property located on the south east corner of Haslett Road and Okemos Road, ("Property") and 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: 8-2-2019

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

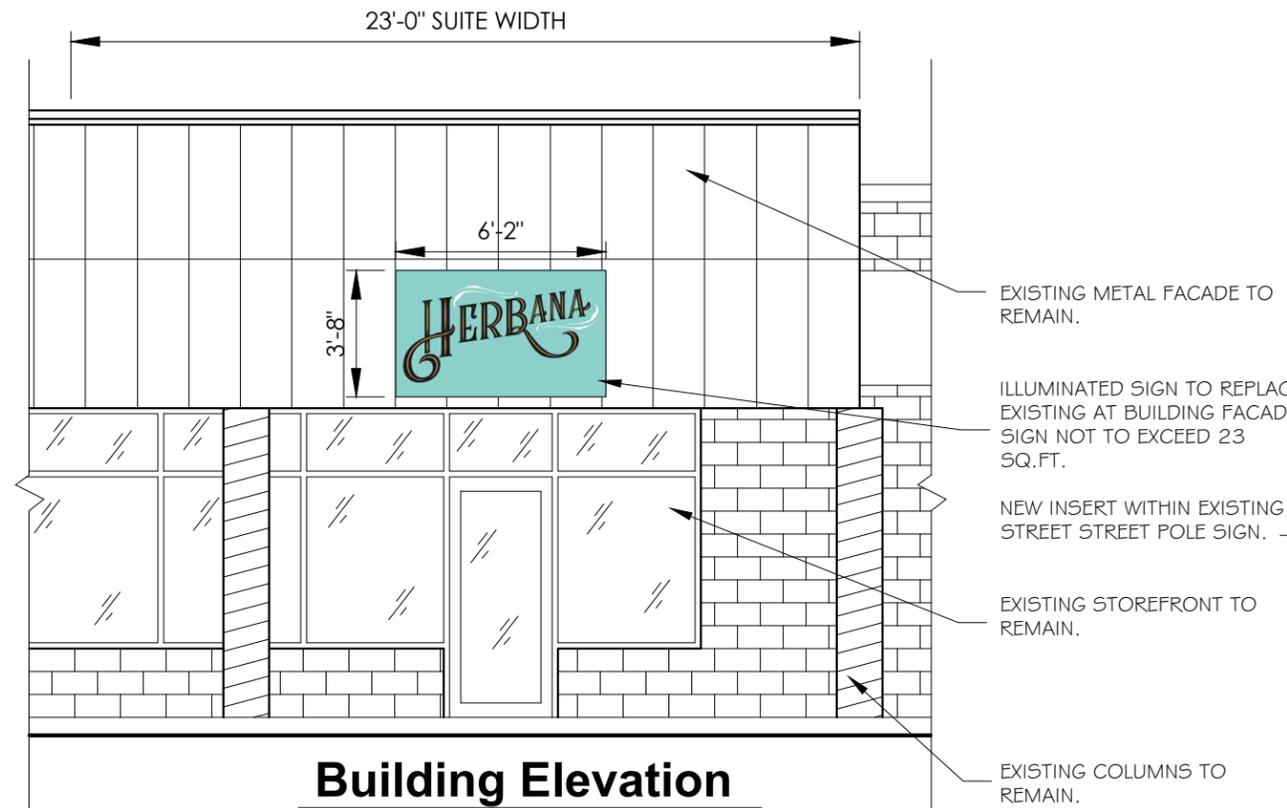
Haslett Gallery, Inc.

2119 Haslett Road., Suite 'A' - Signage



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

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Building Elevation



Partial Building Facade



Street Pole Sign

Haslett Gallery, Inc.

2119 Haslett Road., Suite 'A'



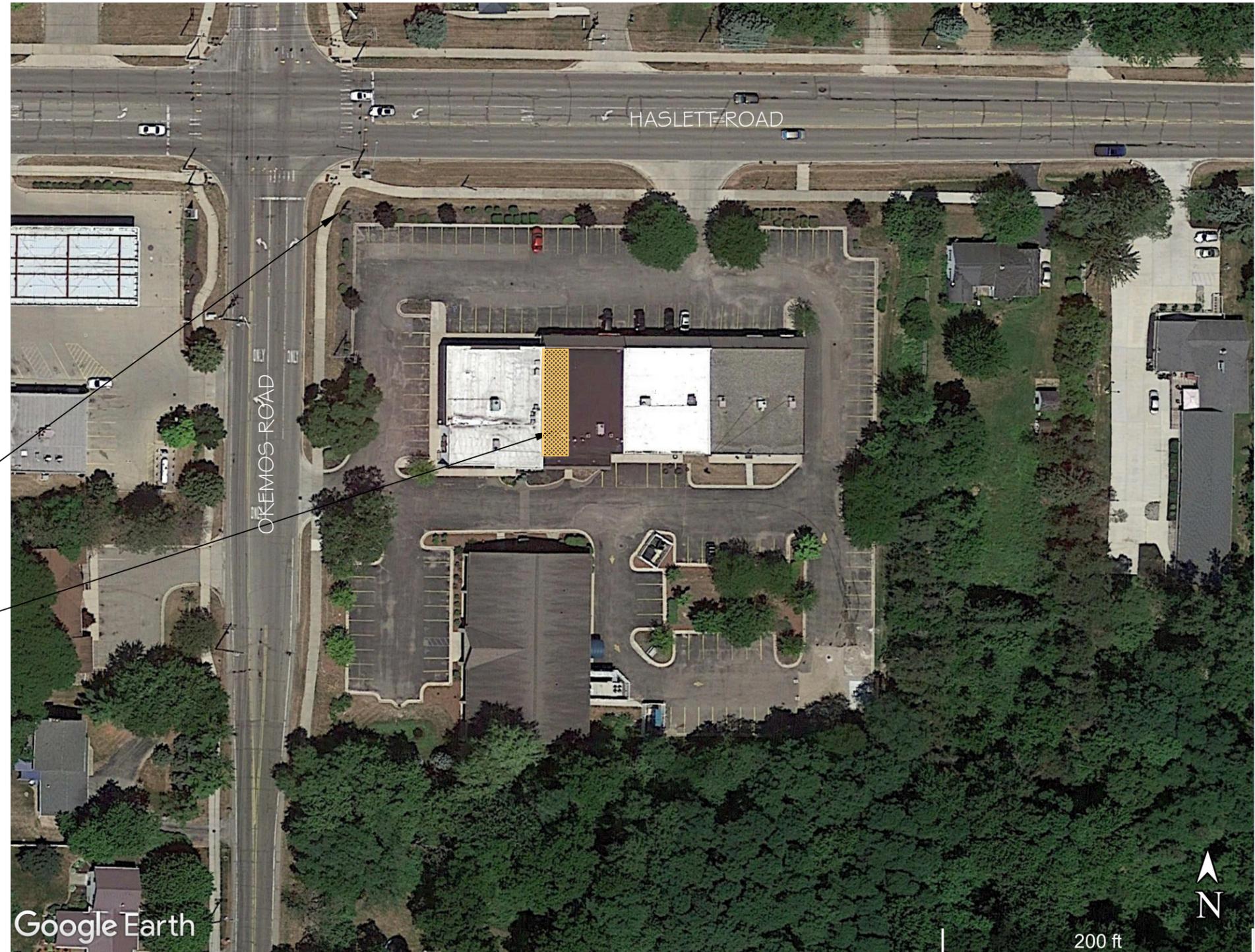
4740 Marsh Road
Okemos, Michigan 48864
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Cell: (586) 243-5945

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LOCATION OF EXISTING POLE SIGN

LOCATION OF LEASE SPACE WITHIN EXISTING
RETAIL CENTER.

SITE OVERVIEW



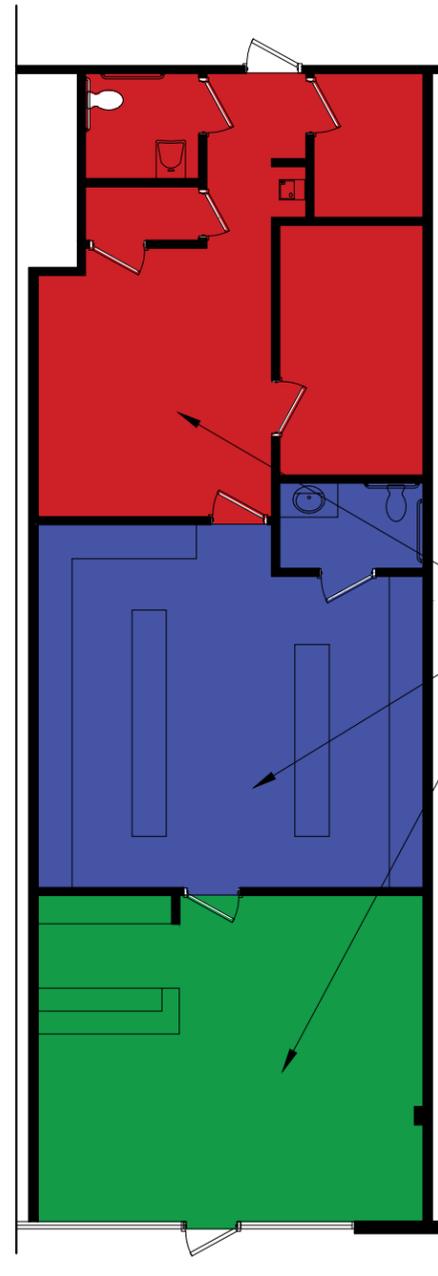
Haslett Gallery, Inc.

2119 Haslett Road., Suite 'A'



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

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- RESTRICTED ACCESS AREAS.
- LIMITED ACCESS AREAS
- PATIENT ACCESS AREAS

INSTALL NEW 22 GA. MTL. STUDS, WITH DRYWALL AT ALL NEW WALL LOCATIONS. TYP.

INSTALL NEW RESTROOM, RUNNING REQUIRED PIPING TO LOCATION.

NEW CABINERY FOR DISPLAY AND TRANSACTION PURPOSES.

NEW SOLID CORE DOOR SET IN H.M. DOOR FRAME, MATCH EXISTING.

NEW CABINERY FOR DISPLAY AND TRANSACTION PURPOSES.

DASHED LINES DENOTE WALLS AND OTHER ITEMS TO BE REMOVED OR MODIFIED.

EXISTING RECEPTION COUNTER TO REMAIN, MODIFY AS DEPICTED.

FROST EXISTING GLASS FOR OPAQUE FINISH.

GENERAL PROJECT DATA

BUILDING DESCRIPTION: EXISTING LEASE SPACE WITHIN COMMERCIAL BUILDING TO BE REMODELED, NO AUTOMATIC FIRE SUPPRESSION SYSTEM.

ZONING: C-2
CONSTRUCTION TYPE: 5-B
OCCUPANCY TYPE: M (MERCANTILE)

BUILDING AREA:
PROVISIONING CENTER (USE GROUP M)

TOTAL LEASE SPACE AREA (INSIDE EXTERIOR WALLS PER CODE): 1,510 SQ.FT.
TOTAL NET RENTABLE: 1,510 X 90% = 1,359 SQ.FT.
BUILDING HEIGHT: ONE STORY AND 16'-0" +/-

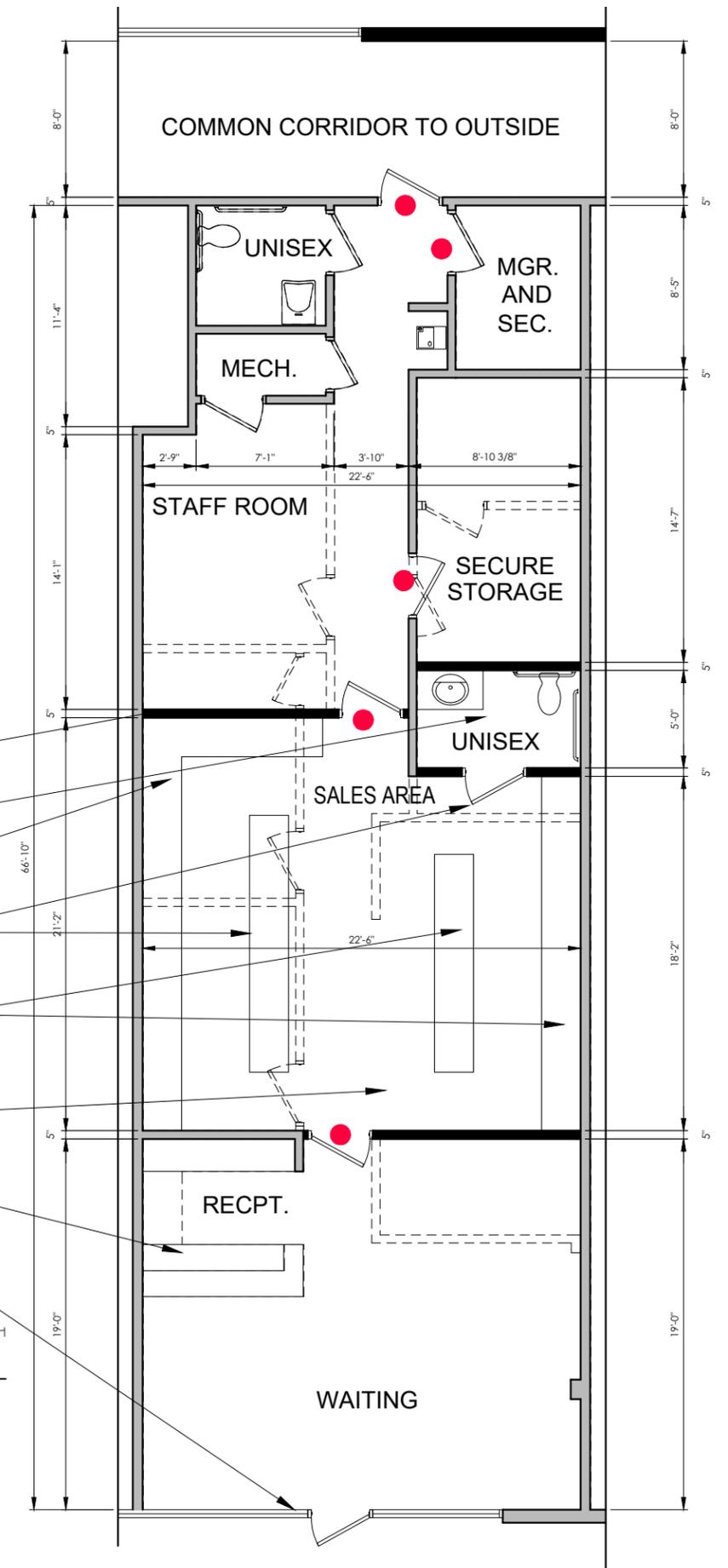
OCCUPANT LOAD: SALES - 872 / 60 = 16 PERSONS
OTHER AREAS - 909 / 300 = 2 PERSONS
TOTAL OCCUPANT LOAD = 18 PERSONS

FLOOR PLAN

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



- SECURE ACCESS LOCATIONS.
- NEW MTL. STUD AND DRYWALL WALLS.
- EXISTING WALLS TO REMAIN.



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 19, 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 1600 square foot building that was previously occupied by a State Farm Insurance agent.

TRAFFIC ANALYSIS

Existing Use

For this analysis, trip generation rates were derived from the ITE TRIP GENERATION MANUAL (10th edition). The ITE trip generation rates for Small Office Building (Land Use Code 712) were selected as representing the existing land use for the 1600 square foot office building. The ITE description of Small Office Building is as follows:

A small office building houses a single tenant and is less than or equal to 5,000 gross square feet in size. It is a location where affairs of business, commercial or industrial organization, or professional person or firm are conducted.

It is projected that the existing land use generates 3 vehicle trips during the AM peak hour, 4 vehicle trips during the PM peak hour, and a weekday (24-hour) total of 26 vehicle trips.

Existing Vehicle Trips

Land Use	Size	AM Peak Hour			PM Peak Hour			Weekday
		In	Out	Total	In	Out	Total	
Small Office Building, Land Use Code 712	1,600 Sq. ft.	2	1	3	1	3	4	26



Proposed Use

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 1,600 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 17 vehicle trips during the AM peak hour, 35 vehicle trips during the PM peak hour, and a weekday (24-hour) total of 404 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	1,600 Sq. ft.	10	7	17	17	18	35	404

COMPARISON

A comparison of the site traffic generated from the existing office building versus the proposed dispensary development shows that the proposed development is expected to generate 14 more vehicle trips during the AM peak hour, 31 more vehicle trips during the PM peak hour, and 378 more vehicle trips during the 24-hour weekday.

Comparison of Vehicle Trips

Description	AM Peak Hour			PM Peak Hour			Weekday
	In	Out	Total	In	Out	Total	
Existing Site	2	1	3	1	3	4	26
Proposed Site	10	7	17	17	18	35	404
Difference	+8	+6	+14	+16	+15	+31	+378



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 E – 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 as 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/alyyale/2018/12/06/legalizing-marijuana-could-give-michigan-home-values-a-boost/#17ac9d5140e4> and Contact High: The External Effects of Retail Marijuana Establishments on House Prices, available at: 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. The 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.



To: Planning Commission

From: Brian J. Shorkey, *AICP*
Principal Planner

Date: June 24, 2024

Re: TA #2024-06 – RN – Village of Nemoka Updates

As Staff has continued evaluating the Zoning Ordinance, it has been discovered that the RN – Village of Nemoka district, Sec. 86-377 in the Zoning Ordinance, contains several incorrect references when references allowed land uses and dimensional regulations. Uses permitted by right include all uses permitted in the RB – Residential district, as well as two-family dwellings. Special uses permitted include all uses permitted in subsection 86-376(c), as well as the problematic phrase, “uses permitted by special use permit from the Planning Commission or Planning Director.”

This proposed amendment eliminates references other sections of the Zoning Ordinance for allowed land uses, special land uses, and dimensional requirements. It also amends the allowed land uses and special land uses to eliminate land uses that are incompatible with the RN district and to bring the special land uses into conformance with Michigan Planning law. Finally, the subjective phrase, “uses permitted by special use permit from the Planning Commission or Planning Director” has been removed.

The Planning Commission held a public hearing on the amendment at their regular meeting on June 10, 2024 and indicated support. At this time, Staff would **recommend approval** of the proposed ordinance changes. A resolution to recommend approval of the proposed zoning amendment is provided.

Motion to adopt the resolution recommending approval of Zoning Amendment #2024-06 in accordance with the revised draft ordinance language.

Attachment

1. Resolution recommending approval of Ordinance #2024-06 to the Township Board
2. Clean version of Ordinance #2024-06 – RN District Update
3. Redlined version of Ordinance #2024-06 – RN District Update

RESOLUTION TO RECOMMEND APPROVAL

**Zoning Amendment #2024-06
Village of Nemoka Updates**

RESOLUTION

At the 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 June, 2024 at 6:30 p.m., Local Time.

PRESENT:

ABSENT:

The following resolution was offered by _____ and supported by _____.

WHEREAS, Township Planning Staff discovered incorrect links in Sec. 86-377 – Village of Nemoka Mixed Residential District; and

WHEREAS, Township Planning Staff discussed a potential update to correct the language in Sec. 86-377 at their regular meetings at March 11, 2024, March 25, 2024, April 18, 2024, and May 13, 2024; and

WHEREAS, the draft ordinance would specifically list allowed land uses in Sec. 86-377; and

WHEREAS, the draft ordinance would specifically list allowed special uses in Sec. 86-377; and

WHEREAS, the draft ordinance would specifically list dimensional regulations in Sec. 86-377; and

WHEREAS, the draft ordinance would amend allowed land uses to remove uses that are incompatible with the RN district; and

WHEREAS, the draft ordinance would amend special uses to add Group Child Care Homes to bring the RN district into conformance with State planning law; and

WHEREAS, the draft ordinance would remove subjective language that allows the Planning Director or the Planning Commission to decide what uses are allowed by special use permits beyond those listed; and

WHEREAS, the Planning Commission held a public hearing on the draft ordinance on June 10, 2024.

NOW THEREFORE BE IT RESOLVED THE PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF MERIDIAN hereby recommends approval to the Township Board for Zoning Amendment #2024-06, to amend the zoning ordinance as described in this resolution.

ADOPTED: YEAS:

NAYS:

Zoning Amendment #2024-06 - Village of Nemoka Updates

June 24, 2024

Page 2

STATE OF MICHIGAN)

) ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Chair of the Planning Commission of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Planning Commission on the 24th day of June, 2024.

Alisande Shrewsbury
Planning Commission Chair

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ORDINANCE NO. 2024-10

AN ORDINANCE TO AMEND SECTION 86-375, RN DISTRICT: VILLAGE OF NEMOKA MIXED
RESIDENTIAL DISTRICT, OF THE CHARTER TOWNSHIP OF MERIDIAN ZONING CODE TO UPDATE
THE STANDARDS THEREIN

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Section 1. Section 86-375, RN District: Village of Nemoka Mixed Residential District, is hereby amended to read as follows:

(b) Uses permitted by right.

- (1) Single-family dwellings
- (2) Two-family dwellings
- (3) Home occupations
- (4) Other customary accessory uses and buildings, provided such uses and buildings are incidental to the principal use and do not include any activity conducted as a business
- (5) Public parks, playgrounds, and other public open space for recreational uses
- (6) Railroad right-of-way
- (7) The temporary storage of not more than one unoccupied travel trailer or camper trailer upon each lot.
- (8) Public educational institutions
- (9) Private, noncommercial kennels
- (10) Foster family homes and foster family group homes
- (11) Garage sales, for no longer than three days and no more than twice per calendar year on the same property
- (12) Family child care homes
- (13) Family adult care homes

(c) Uses permitted by special use permit.

- (1) Group child care homes
- (2) Development containing a mix of single-family detached dwellings and two-family dwellings; a mix of two-family dwellings and multiple-family dwellings; or a mix of single-family detached dwellings, two-family dwellings, and multiple-family dwellings. In any case the number of single-family dwellings may not exceed more than 50% of the density (dwelling units per acre) allowed for the proposed development. Multiple-family dwellings may be developed at a maximum density of 14 dwelling units per acre.
- (3) Community center when part of a housing project
- (4) Nonresidential structures and uses in accordance with § 86-654

(d) Procedure for obtaining special use permits. The procedures set forth in Section 86-125 shall be followed.

(e) Duration and validity of permit. Special use permits granted in the RN district shall be subject to the provisions of Section 86-128.

(f) Minimum design standards.

- (1) Single-family detached structures.
 - a. Minimum lot area: 8,000 square feet, except that a two-family dwelling shall have 11,000 square feet.
 - b. Minimum interior lot width: 65 feet, except that a two-family dwelling shall have 100 feet.

- c. Minimum corner lot width: 70 feet along the street upon which the lot fronts.
- d. Maximum lot coverage: All buildings shall not cover more than 35% of the total area.
- e. Minimum yard dimension:
 - i. Front yards. In accordance with the setback requirements of Section 86-367 for the type of street upon which the lot fronts.
 - ii. Side yards. Seven feet.
 - iii. Rear yards. For lots up to 150 feet in depth, the rear yard shall not be less than 30 feet in depth. For lots over 150 feet in depth, the rear yard shall not be less than 40 feet in depth.
 - iv. Corner lots. A front yard shall be maintained on each street side of a corner lot.
 - v. Through and reverse frontage lots: Principal buildings shall be located in accordance with the front yard setback requirements of § 86-367 for the type of streets upon which the through or reverse frontage lot abuts. Access to residential sites shall be located on the street with the lowest functional classification as illustrated in § 86-367. All regulations applicable to front yards shall apply, except freestanding accessory buildings or structures proposed for reverse frontage lots shall be located no closer than 30 feet from the right-of-way of the designated rear yard.
- f. Supplementary yard regulations. For permitted reductions in yard dimensions, for permitted yard encroachments, and for placement of accessory buildings in yard areas, refer to Article V, Division 4 of this chapter.
- g. Maximum building height. No residential structure shall exceed 2 1/2 stories or 35 feet. Accessory buildings shall not exceed a height of 15 feet on any residential lot. For permitted exceptions to residential building heights, refer to Article V, Division 5 of this chapter. For building height limitations for nonresidential structures in residential districts refer to § 86-654.

- (2) Multiple-family structures shall comply with the following minimum design standards.
 - a. Minimum lot area: There is no minimum lot area for a multiple-family structure, provided that the density does not exceed 14 units per acre.
 - b. Minimum lot width: 100 feet.
 - c. Maximum lot coverage: All buildings shall not cover more than 35% of the total area.
 - d. Front yard: No less than 25 feet for one- or two-story buildings, with an additional one foot required for each additional one foot the building exceeds 35 feet in height.
 - e. Side yards:
 - i. Three families to 10 families shall not be less than 15 feet.
 - ii. Greater than 10 families shall not be less than 25 feet from the property line for one- or two-story buildings, with an additional foot required for each additional foot of height of the building over 35 feet.
 - f. Rear yard: Building shall not be less than 40 feet from the property line for one- or two-story buildings, with an additional foot required for each additional foot of height of the building over 35 feet.
 - g. Required setbacks: In addition to the foregoing, all buildings shall be located in accordance with the particular setback requirement of § 86-367.
 - h. Distance from a single-family boundary: No single-family, two-family, or multiple-family building designed, erected, or used for three or more families shall be located closer than 50 feet to any single-family residential zone line, nor shall any accessory building to a multiple structure containing three or more dwelling units be located closer than 50 feet to any single-family residential zone line.
 - i. Distance between buildings:

1 i. Minimum distance. Buildings with two or more dwelling units shall be located
2 no closer than 25 feet to any other building. Detached single-family dwellings
3 shall be located no closer than 10 feet from any other building.

4 ii. Closed courts. No courts completely enclosed by building structure shall be
5 permitted; however, screen walls not exceeding six feet in height are permitted
6 to enclose what would otherwise be open court. All dimensional requirements for
7 open courts shall apply to such enclosed courts.

8 iii. Open courts.

9 1. Projecting wings of a building that form a court, enclosed on three
10 sides, shall conform to the following when the court face of either
11 wing contains windows from a living room, bedroom, or dining room:

12 a. The minimum distance between wings shall be 50 feet for
13 one-story buildings. For any additional stories added to
14 either wing, the distance shall be increased five feet for each
15 additional story added to either wing.

16 b. The maximum distance that a wing can project from the face
17 of a building shall be 1 1/2 times the horizontal distance
18 between wings.

19 2. Projecting wings of a building that form a court enclosed on three
20 sides shall conform to the following when neither court face of the
21 wings contains a window from a living room, bedroom, or dining
22 room:

23 a. The minimum distance between wings shall be 25 feet for
24 one-story buildings. For any additional stories added to
25 either wing, the distance shall be increased five feet for each
26 additional story added to either wing.

27 b. The maximum distance a wing can project from the face of a
28 building shall be 1 1/2 times the horizontal distance
29 between wings.

30 3. Other yard dimensions:

31 a. Any single-family detached dwelling, two-family dwelling,
32 or multiple-family structure containing three or more units
33 shall not be located closer than 20 feet to any street, access
34 road, driveway, or parking area.

35 b. Any single building or connected building may not exceed
36 200 feet in any one dimension. All buildings shall be so
37 arranged as to permit emergency vehicle access, by some
38 practical means, to all sides.

39 j. Maximum building height. Maximum building height shall not exceed 2 1/2 stories or
40 35 feet, except as noted below. No space below grade level shall be used for dwelling
41 purposes except as follows:

42 i. When the finished floor grade of the space below grade level is no more than
43 four feet below finished outside ground level at any point on the property of that
44 part of the structure enclosing the below-grade dwelling space.

45 ii. On sloping sites when the finished floor grade of the space below grade level is
46 finished outside ground level for at least the length of one wall. In the same
47 instance, such dwelling space have either adequate through- or cross-ventilation.

48 k. Signs. Identifying any of the permitted uses in this district shall be in accordance with
49 those requirements specified in Article **VII** of this chapter.

50 l. Parking requirements. For motor vehicle and bicycle parking requirements, refer to
51 § **86-366** and Article **VIII** of this chapter. In addition, every multiple-family structure
52 shall provide motor vehicle parking facilities which:

- i. Are appropriately spaced and divided by landscaped areas as opposed to one continuous parking lot.
- ii. Are screened by landscaping and physical structures and, where feasible, depressed below eye level or enclosed.
- iii. Are served by two points of access to public street when there are 50 or more dwelling units in the project.
- iv. Are served by access to a public street other than a local street when there are 25 or more dwelling units in the project.
- v. Shall provide a minimum of 180 square feet in area for each vehicle parking space, each space shall be definitely designated and reserved for parking purposes, and each space shall be accessible separately from a drive.
- vi. May be allowed within or under any multiple-family structure; however, carports or surface parking shall not be located closer than 20 feet to any multiple-family residential structure.
- vii. Shall have no parking located farther than 150 feet from one entrance to the multiple-family structure which it is intended to serve.
- viii. Shall have no commercial repair work, servicing, or selling of any kind conducted on any parking area.

m. Storage of refuse. All refuse containers, including trash and recycling containers, shall be enclosed on at least three sides by a screening device approved by the Planning Director, subject to the following provisions:

- i. For existing uses receiving a certificate of occupancy prior to the effective date of this section, recycling containers shall be placed adjacent to other refuse containers on-site. If the Planning Director determines that it is not practical to place the container adjacent to other refuse containers on the site, such containers may be placed in parking areas, provided that the space used for the container shall not occupy required parking spaces, and further provided that recycling containers shall be enclosed on three sides by a screening device approved by the Planning Director.
- ii. For uses receiving a certificate of occupancy after the effective date of this section, recycling containers shall meet the requirements of this section and the requirements for site plan review under Article II, Division 5, of this chapter.

n. Landscaping required. Landscaping acceptable to the Planning Commission shall be provided in open spaces, around buildings, and within parking areas. No occupancy permit may be issued until landscaping has been inspected and approved or a performance bond equal to the estimated cost has been posted with the Township.

- i. A plan for control of soil erosion which meets the Township's standards for soil erosion and sedimentation control shall be carried out during the construction and completion of the project.
- ii. When deemed necessary by the Planning Commission, in order to protect surrounding properties, appropriate screening of plant materials, wood, or brick, approved by the Planning Commission, may be required.

o. Those sites which contain wetlands and/or floodplains shall be permitted a maximum number of units based on the following formula:

$$N = A \times D \times C$$

Where:

N = Maximum number of units permitted.

A = Area of site outside the floodplain and wetland.

D = Allowable density

1 C = 1 + percent of site in floodplain and wetland expressed as decimal

2
3 For purposes of this chapter, wetland areas are those lands which meet the definition of
4 a wetland set forth in § 30301 of the Natural Resources and Environmental Protection Act
5 (MCL § 324.30301). For purposes of this chapter, floodplain areas are those lands which
6 meet the definition contained in § **86-436(b)**.

7
8 **Section 2.** Validity and Severability. The provisions of this Ordinance are severable and the
9 invalidity of any phrase, clause or part of this Ordinance shall not affect the validity
10 or effectiveness of the remainder of the Ordinance.

11
12 **Section 3.** Repealer Clause. All ordinances or parts of ordinances in conflict therewith are
13 hereby repealed only to the extent necessary to give this Ordinance full force and
14 effect.

15
16 **Section 4.** Savings Clause. This Ordinance does not affect rights and duties matured, penalties
17 that were incurred, and proceedings that were begun, before its effective date.

18
19 **Section 5.** Effective Date. This Ordinance shall be effective seven (7) days after its publication
20 or upon such later date as may be required under Section 402 of the Michigan Zoning
21 Enabling Act (MCL 125.3402) after filing of a notice of intent to file a petition for a
22 referendum.

23
24 ADOPTED by the Charter Township of Meridian Board at its regular meeting this **XX**th day of
25 **XXXXXXX**, 2024.

26
27
28 _____
29 Patricia Herring Jackson, Township Supervisor

30
31 _____
32 Deborah Guthrie, Township Clerk
33

ORDINANCE NO. 2024-10

AN ORDINANCE TO AMEND SECTION 86-375, RN DISTRICT: VILLAGE OF NEMOKA MIXED RESIDENTIAL DISTRICT, OF THE CHARTER TOWNSHIP OF MERIDIAN ZONING CODE TO UPDATE THE STANDARDS THEREIN

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Section 1. Section 86-375, RN District: Village of Nemoka Mixed Residential District, subsection (b) is hereby amended to read as follows:

(b) Uses permitted by right.

~~(1) All uses permitted by right in the RB district subject to the restrictions and dimensional requirements specified therefor. Single-family dwellings~~

(2) Two-family dwellings

~~(3) Home occupations~~

~~(4) Other customary accessory uses and buildings, provided such uses and buildings are incidental to the principal use and do not include any activity conducted as a business~~

~~(5) Public parks, playgrounds, and other public open space for recreational uses~~

~~(6) Railroad right-of-way~~

~~(7) The temporary storage of not more than one unoccupied travel trailer or camper trailer upon each lot.~~

~~(8) Public educational institutions~~

~~(9) Private, noncommercial kennels~~

~~(10) Foster family homes and foster family group homes~~

~~(11) Garage sales, for no longer than three days and no more than twice per calendar year on the same property~~

~~(12) Family child care homes~~

~~(13) Family adult care homes~~

Section 2. Section 86-375, RN District: Village of Nemoka Mixed Residential District, subsection (c) is hereby amended to read as follows:

~~(c) Uses permitted by special use permit from the Planning Commission or Planning Director. All uses permitted in Subsection 86-376(c) subject to all the procedures and restrictions specified therefor.~~

Section 3. Section 86-375, RN District: Village of Nemoka Mixed Residential District, subsection (d) is hereby amended to read as follows:

~~(d)-(c) Uses permitted by special use permit. All uses permitted in Subsection 86-376(d)(1) subject to all the restrictions specified therefor. In the RN district multiple family dwellings may be developed at a maximum density of 14 dwelling units per acre.~~ (1) Group child care homes

(2) Development containing a mix of single-family detached dwellings and two-family dwellings; a mix of two-family dwellings and multiple-family dwellings; or a mix of single-family detached dwellings, two-family dwellings, and multiple-family dwellings. In any case the number of single-family dwellings may not exceed more than 50% of the density (dwelling units per acre) allowed for the proposed development. Multiple-family dwellings may be developed at a maximum density of 14 dwelling units per acre.

(3) Community center when part of a housing project

(4) Nonresidential structures and uses in accordance with § 86-654

1
2 **Section 4.** Section 86-375, RN District: Village of Nemoka Mixed Residential District, subsection
3 (e) is hereby amended to read as follows:
4

5 ~~(e)-(d)~~ Procedure for obtaining special use permits. The procedures set forth in ~~Subsection 86-376(e)~~
6 ~~Section 86-125~~ shall be followed.
7

8 **Section 5.** Section 86-375, RN District: Village of Nemoka Mixed Residential District, subsection
9 (f) is hereby amended to read as follows:
10

11 ~~(f)-(e)~~ Duration and validity of permit. Special use permits granted in the RN district shall be subject to
12 the provisions of ~~Subsection 86-376(f) and all other provisions applicable to special use permits contained~~
13 ~~in Article VII of this chapter Section 86-128.~~
14

15 **Section 6.** Section 86-375, RN District: Village of Nemoka Mixed Residential District, subsection
16 (g) is hereby amended to read as follows:
17

18 ~~(g)-(f)~~ Minimum design standards.

19 (1) Single-family detached structures ~~shall comply with the dimensional requirements for RB~~
20 ~~district construction contained in Subsection 86-374(d).~~

21 a. Minimum lot area: 8,000 square feet, except that a two-family dwelling shall have
22 11,000 square feet.

23 b. Minimum interior lot width: 65 feet, except that a two-family dwelling shall have 100
24 feet.

25 c. Minimum corner lot width: 70 feet along the street upon which the lot fronts.

26 d. Maximum lot coverage: All buildings shall not cover more than 35% of the total area.

27 e. Minimum yard dimension:

28 i. Front yards. In accordance with the setback requirements of Section 86-367 for
29 the type of street upon which the lot fronts.

30 ii. Side yards. Seven feet.

31 iii. Rear yards. For lots up to 150 feet in depth, the rear yard shall not be less than
32 30 feet in depth. For lots over 150 feet in depth, the rear yard shall not be less
33 than 40 feet in depth.

34 iv. Corner lots. A front yard shall be maintained on each street side of a corner lot.

35 v. Through and reverse frontage lots: Principal buildings shall be located in
36 accordance with the front yard setback requirements of § 86-367 for the type of
37 streets upon which the through or reverse frontage lot abuts. Access to
38 residential sites shall be located on the street with the lowest functional
39 classification as illustrated in § 86-367. All regulations applicable to front yards
40 shall apply, except freestanding accessory buildings or structures proposed for
41 reverse frontage lots shall be located no closer than 30 feet from the right-of-way
42 of the designated rear yard.

43 f. Supplementary yard regulations. For permitted reductions in yard dimensions, for
44 permitted yard encroachments, and for placement of accessory buildings in yard areas,
45 refer to Article V, Division 4 of this chapter.

46 g. Maximum building height. No residential structure shall exceed 2 1/2 stories or 35 feet.
47 Accessory buildings shall not exceed a height of 15 feet on any residential lot. For
48 permitted exceptions to residential building heights, refer to Article V, Division 5 of this
49 chapter. For building height limitations for nonresidential structures in residential
50 districts refer to § 86-654.
51

1 (2) Multiple-family structures shall comply with the following minimum design standards
2 contained in Subsection 86-376(b).

3 a. Minimum lot area: There is no minimum lot area for a multiple-family structure,
4 provided that the density does not exceed 14 units per acre.

5 b. Minimum lot width: 100 feet.

6 c. Maximum lot coverage: All buildings shall not cover more than 35% of the total area.

7 d. Front yard: No less than 25 feet for one- or two-story buildings, with an additional
8 one foot required for each additional one foot the building exceeds 35 feet in height.

9 e. Side yards:

10 i. Three families to 10 families shall not be less than 15 feet.

11 ii. Greater than 10 families shall not be less than 25 feet from the property line for
12 one- or two-story buildings, with an additional foot required for each additional
13 foot of height of the building over 35 feet.

14 f. Rear yard: Building shall not be less than 40 feet from the property line for one- or two-
15 story buildings, with an additional foot required for each additional foot of height of the
16 building over 35 feet.

17 g. Required setbacks: In addition to the foregoing, all buildings shall be located in
18 accordance with the particular setback requirement of § 86-367.

19 h. Distance from a single-family boundary: No single-family, two-family, or multiple-
20 family building designed, erected, or used for three or more families shall be located
21 closer than 50 feet to any single-family residential zone line, nor shall any accessory
22 building to a multiple structure containing three or more dwelling units be located closer
23 than 50 feet to any single-family residential zone line.

24 i. Distance between buildings:

25 i. Minimum distance. Buildings with two or more dwelling units shall be located
26 no closer than 25 feet to any other building. Detached single-family dwellings
27 shall be located no closer than 10 feet from any other building.

28 ii. Closed courts. No courts completely enclosed by building structure shall be
29 permitted; however, screen walls not exceeding six feet in height are permitted
30 to enclose what would otherwise be open court. All dimensional requirements for
31 open courts shall apply to such enclosed courts.

32 iii. Open courts.

33 1. Projecting wings of a building that form a court, enclosed on three
34 sides, shall conform to the following when the court face of either
35 wing contains windows from a living room, bedroom, or dining room:

36 a. The minimum distance between wings shall be 50 feet for
37 one-story buildings. For any additional stories added to
38 either wing, the distance shall be increased five feet for each
39 additional story added to either wing.

40 b. The maximum distance that a wing can project from the face
41 of a building shall be 1 1/2 times the horizontal distance
42 between wings.

43 2. Projecting wings of a building that form a court enclosed on three
44 sides shall conform to the following when neither court face of the
45 wings contains a window from a living room, bedroom, or dining
46 room:

47 a. The minimum distance between wings shall be 25 feet for
48 one-story buildings. For any additional stories added to
49 either wing, the distance shall be increased five feet for each
50 additional story added to either wing.

1 b. The maximum distance a wing can project from the face of a
2 building shall be 1 1/2 times the horizontal distance
3 between wings.

4 3. Other yard dimensions:

5 a. Any single-family detached dwelling, two-family dwelling,
6 or multiple-family structure containing three or more units
7 shall not be located closer than 20 feet to any street, access
8 road, driveway, or parking area.

9 b. Any single building or connected building may not exceed
10 200 feet in any one dimension. All buildings shall be so
11 arranged as to permit emergency vehicle access, by some
12 practical means, to all sides.

13 j. Maximum building height. Maximum building height shall not exceed 2 1/2 stories or
14 35 feet, except as noted below. No space below grade level shall be used for dwelling
15 purposes except as follows:

16 i. When the finished floor grade of the space below grade level is no more than
17 four feet below finished outside ground level at any point on the property of that
18 part of the structure enclosing the below-grade dwelling space.

19 ii. On sloping sites when the finished floor grade of the space below grade level is
20 finished outside ground level for at least the length of one wall. In the same
21 instance, such dwelling space have either adequate through- or cross-ventilation.

22 k. Signs. Identifying any of the permitted uses in this district shall be in accordance with
23 those requirements specified in Article VII of this chapter.

24 l. Parking requirements. For motor vehicle and bicycle parking requirements, refer to
25 § 86-366 and Article VIII of this chapter. In addition, every multiple-family structure
26 shall provide motor vehicle parking facilities which:

27 i. Are appropriately spaced and divided by landscaped areas as opposed to one
28 continuous parking lot.

29 ii. Are screened by landscaping and physical structures and, where feasible,
30 depressed below eye level or enclosed.

31 iii. Are served by two points of access to public street when there are 50 or more
32 dwelling units in the project.

33 iv. Are served by access to a public street other than a local street when there are
34 25 or more dwelling units in the project.

35 v. Shall provide a minimum of 180 square feet in area for each vehicle parking
36 space, each space shall be definitely designated and reserved for parking
37 purposes, and each space shall be accessible separately from a drive.

38 vi. May be allowed within or under any multiple-family structure; however,
39 carports or surface parking shall not be located closer than 20 feet to any
40 multiple-family residential structure.

41 vii. Shall have no parking located farther than 150 feet from one entrance to the
42 multiple-family structure which it is intended to serve.

43 viii. Shall have no commercial repair work, servicing, or selling of any kind
44 conducted on any parking area.

45 m. Storage of refuse. All refuse containers, including trash and recycling containers, shall
46 be enclosed on at least three sides by a screening device approved by the Planning
47 Director, subject to the following provisions:

48 i. For existing uses receiving a certificate of occupancy prior to the effective date
49 of this section, recycling containers shall be placed adjacent to other refuse
50 containers on-site. If the Planning Director determines that it is not practical to
51 place the container adjacent to other refuse containers on the site, such
52 containers may be placed in parking areas, provided that the space used for the

1 container shall not occupy required parking spaces, and further provided that
2 recycling containers shall be enclosed on three sides by a screening device
3 approved by the Planning Director.

4 ii. For uses receiving a certificate of occupancy after the effective date of this
5 section, recycling containers shall meet the requirements of this section and the
6 requirements for site plan review under Article II, Division 5, of this chapter.

7 n. Landscaping required. Landscaping acceptable to the Planning Commission shall be
8 provided in open spaces, around buildings, and within parking areas. No occupancy
9 permit may be issued until landscaping has been inspected and approved or a
10 performance bond equal to the estimated cost has been posted with the Township.

11 i. A plan for control of soil erosion which meets the Township's standards for soil
12 erosion and sedimentation control shall be carried out during the construction
13 and completion of the project.

14 ii. When deemed necessary by the Planning Commission, in order to protect
15 surrounding properties, appropriate screening of plant materials, wood, or brick,
16 approved by the Planning Commission, may be required.

17 o. Those sites which contain wetlands and/or floodplains shall be permitted a maximum
18 number of units based on the following formula:

19
20
$$N = A \times D \times C$$

21
22 Where:

23 N = Maximum number of units permitted.

24 A = Area of site outside the floodplain and wetland.

25 D = Allowable density

26 C = 1 + percent of site in floodplain and wetland expressed as decimal

27
28 For purposes of this chapter, wetland areas are those lands which meet the definition of
29 a wetland set forth in § 30301 of the Natural Resources and Environmental Protection Act
30 (MCL § 324.30301). For purposes of this chapter, floodplain areas are those lands which
31 meet the definition contained in § 86-436(b).

32
33 **Section 7.** Validity and Severability. The provisions of this Ordinance are severable and the
34 invalidity of any phrase, clause or part of this Ordinance shall not affect the validity
35 or effectiveness of the remainder of the Ordinance.

36
37 **Section 8.** Repealer Clause. All ordinances or parts of ordinances in conflict therewith are
38 hereby repealed only to the extent necessary to give this Ordinance full force and
39 effect.

40
41 **Section 9.** Savings Clause. This Ordinance does not affect rights and duties matured, penalties
42 that were incurred, and proceedings that were begun, before its effective date.

43
44 **Section 10.** Effective Date. This Ordinance shall be effective seven (7) days after its publication
45 or upon such later date as may be required under Section 402 of the Michigan Zoning
46 Enabling Act (MCL 125.3402) after filing of a notice of intent to file a petition for a
47 referendum.

48
49 ADOPTED by the Charter Township of Meridian Board at its regular meeting this **XX**th day of
50 **XXXXXXX**, 2024.

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Scott Hendrickson, Township Supervisor

Deborah Guthrie, Township Clerk



To: Planning Commission

From: Brian Shorkey, Principal Planner

Date: June 10, 2024

Re: Special Use Permit #24012 (Consumers Energy)

Consumers Energy has submitted a request to construct a natural gas regulator station on the property on the northeast corner of Lake Lansing Road and Rutherford Drive (Subject Property). This is an upgrade of an existing station just south of the site on Lake Lansing Road. The Subject Property is vacant and approximately 0.18 acre in size. The Subject Property is zoned RB (Single Family Residential). Section 86-654(c) lists nonresidential uses that may be permitted in residential zoning districts by special use permit. Gas regulator stations may be permitted by special use permit.

A public hearing for this application was held at the Planning Commission's regular meeting on Monday, June 10, 2024, during which the Planning Commission indicated support for the application.

The original staff report, dated June 10, 2024, is attached. Additional materials from the public hearing may be found at the following link: https://www.meridian.mi.us/government/boards-and-commissions/agendas-packets-and-minutes/-folder-3610#docan5601_5944_42

Staff would **recommend approval** of the proposed Special Use Permit to construct a natural gas regulator station on the property on the northeast corner of Lake Lansing Road and Rutherford Drive.

Planning Commission Options

The Planning Commission may approve, approve with conditions, or deny the special use permit. A resolution to approve the request is provided. If the Planning Commission wishes to approve the special use permit, Staff suggests the following motion:

Move to adopt the attached resolution approving Special Use Permit #24012, a request to construct a natural gas regulator station on the property on the northeast corner of Lake Lansing Road and Rutherford Drive.

Attachments:

1. Resolution recommending approval of the natural gas regulator station
2. Staff report from the public hearing, dated May 13, 2024

RESOLUTION TO APPROVE

**Special Use Permit #24012
Consumers Energy**

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 June, 2024 at 6:30 p.m., Local Time.

PRESENT:

ABSENT:

The following resolution was offered by Vice-Chair Scales and supported Commissioner McConnell.

WHEREAS, Consumers Energy has submitted a request to construct a natural gas regulator station on the property on the northeast corner of Lake Lansing Road and Rutherford Drive, known as the Subject Property; and

WHEREAS, natural gas regulator stations are allowed under Sec. 86-654 – Nonresidential Structures and Uses in Residential Districts as Special Use Permits in residential districts; and

WHEREAS, the Subject Property is zoned RB – Single-Family Residential; 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; and

WHEREAS, the proposed project is consistent with the specific standards for granting a special use permit found in Section 86-654(f)(4) of the Code of Ordinances

NOW THEREFORE, BE IT RESOLVED THE PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF MERIDIAN hereby approves Special Use Permit #24012, subject to the following conditions:

1. Approval is granted in accordance with the application materials submitted by the applicant.
2. The applicant shall obtain any required building permits from the Building Department.
3. The applicant shall obtain any and all other applicable permits, licenses, and approvals necessary to construct the new building. Copies of all permits, licenses, and approvals shall be submitted to the Department of Community Planning and Development prior to site plan approval.
4. Any proposed future expansion, additions, or revisions to the proposed natural gas regulator station will require an amendment to Special Use Permit #24012.

ADOPTED: YEAS:

**Resolution to Approve
SUP #24012 (Consumers Energy)
Page 2**

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 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 June, 2024.

Alisande Shrewsbury
Planning Commission Chairperson



To: Planning Commission
From: Brian Shorkey, Principal Planner
Date: June 10, 2024
Re: Special Use Permit #24012 (Consumers Energy)

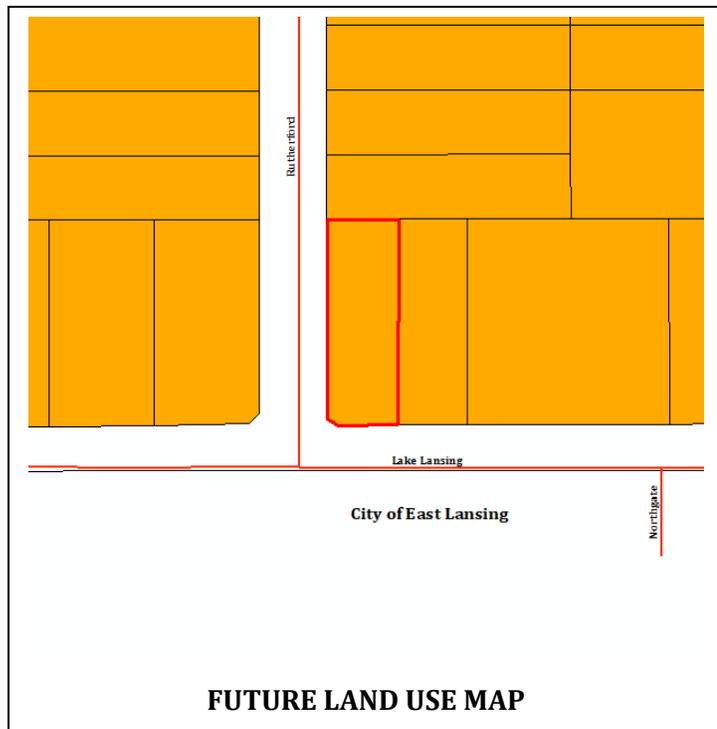
Consumers Energy has submitted a request to construct a natural gas regulator station on the property on the northeast corner of Lake Lansing Road and Rutherford Drive (Subject Property). This is an upgrade of an existing station just south of the site on Lake Lansing Road. The Subject Property is vacant and approximately 0.18 acre in size. The Subject Property is zoned RB (Single Family Residential). Section 86-654(c) lists nonresidential uses that may be permitted in residential zoning districts by special use permit. Gas regulator stations may be permitted by special use permit.

Master Plan

The Future Land Use Map from the 2023 Master Plan designates the Subject Property as Transitional Residential. This is the same designation as the properties to the west, north, and east. The property to the south is in the City of East Lansing.

Zoning

The subject site is located in the RB (Single Family Residential) zoning district, which requires a minimum of 70 feet of lot width and 8,000 square feet of lot area. Although the Subject Property is a corner lot, the front of the property is considered to be Rutherford Drive. With approximately 159 feet of lot width on Rutherford Drive and 0.18 acre in lot area, the site meets the minimum requirements of the RB zoning district. However, the front and rear setbacks require variances before the site plan can be approved. The Applicant has already applied for those variances.



Physical Features

As already noted, the Subject Property is vacant. The Flood Insurance Rate Map (FIRM) for Meridian Township indicates floodplain is not present on or near the site. The Township Wetland Map indicates that there are no wetlands on the Subject Property.

Streets and Traffic

Access to the subject site is provided from Rutherford Drive, which is classified as a Local Road on the Street Setbacks and Service Drives map in the zoning ordinance. Because there is no expected traffic except for an occasional technical truck, a traffic assessment is not required for this request.

Staff Analysis

The special use permit review criteria found in Section 86-126 of the Code of Ordinances should be used when evaluating the proposed major amendment. Major amendments to a SUP are considered by the Planning Commission. Following is a staff response to the nine special use permit review criteria:

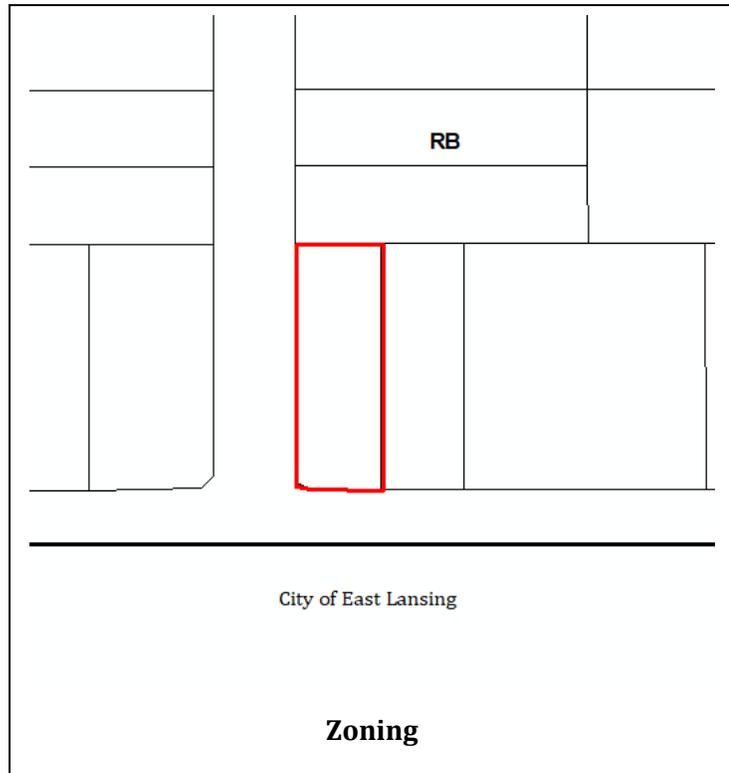
1. *The project is consistent with the intent and purposes of this Chapter.*

The Zoning Ordinance recognizes that some nonresidential uses may be useful to the occupants of residential areas and of the community. One of the listed nonresidential uses is gas regulator stations and these may be permitted by special use permit.

2. *The project is consistent with applicable land use policies contained in the Township's comprehensive development plan of current adoption.*

The Future Land Use Map from the 2023 Master Plan designates the subject site in the Transitional Residential category. Gas regulator stations may be permitted by special use permit as a nonresidential use in a residential zoning district.

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 applicant is proposing opaque fencing on the north and east sides of the Subject Property. The applicant is proposing 8-foot fencing, which would require a variance. The applicant has applied for this variance.

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

The station is proposed to be screened from surrounding homes on the north and east and traffic would be almost nonexistent.

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

There is no evidence to indicate being located adjacent to a school correlates to a reduction in property value.

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.*

Road access from Rutherford Drive is adequate for the Subject Property. Township facilities are unnecessary for the station. The site plan will be reviewed by the Ingham County Road Department and the Ingham County Drain Commission for their approval.

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.*

Improvements to the public utility systems are not necessary to facilitate the construction of the station.

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.*

The station is not expected to emit odors, noise, fumes, or any other nuisance.

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 station will not adversely impact natural resources of the Township.

The site location standards for nonresidential structures and uses in residential districts provided in Section 86-654(e) were also utilized with the special use permit review criteria to evaluate the building addition.

1. *Any permitted nonresidential structure or use should preferably be located at the edge of a residential district, abutting a business or industrial district, or a public open space.*

The station is located on the edge of the district and adjacent to the City of East Lansing.

2. *All means shall be utilized to face any permitted nonresidential use on a major street.*

The Subject Property is a corner lot with frontage on Lake Lansing Road.

3. *Motor vehicle entrance and exit should be made on a major street or as immediately accessible from a major street as to avoid the impact of traffic generated by the nonresidential use upon the residential area.*

Access to Lake Lansing Road is not expected to be approved by the Ingham County Road Department. The Subject Property will be accessed from Rutherford Drive, but as noted, there will be almost no traffic to and from the site.

4. *Site locations should be preferred that offer natural or manmade barriers that would lessen the effect of the intrusion of the nonresidential use into a residential area.*

The station is proposed to be screened from surrounding homes on the north and east by opaque fences.

5. *Any proposed nonresidential use will not require costly or uneconomic extensions of utility service.*

Improvements to the public utility systems are not necessary to facilitate the construction of the station.

Planning Commission Options

The Planning Commission may recommend approval, approval with conditions, or denial of the proposed special use permit. A resolution will be provided at a future meeting.

Attachments

1. Special use permit application with attachments



**TRIBUTE OF APPRECIATION FOR COMMISSIONER JAMES MCCURTIS
FOR OUTSTANDING PUBLIC SERVICE**

At a regular meeting of the Township Planning Commission of the Charter Township of Meridian, Ingham County, Michigan, held on the 24th day of June, 2024 at 6:30 p.m. local time.

PRESENT:

ABSENT:

The following resolution was offered and read by _____, supported by _____.

WHEREAS, James McCurtis began his public service to the Township starting in 2023, when he was appointed to the Planning Commission; and

WHEREAS, During his two-year tenure as Planning Commissioner, Mr. McCurtis has ably represented the interests of this Planning Commission and the citizens of Meridian Township, serving on the Planning Commission and also serving on the Zoning Board of Appeals; and

WHEREAS, Mr. McCurtis worked tirelessly to advance and achieve the goals and objectives adopted by this Commission and the Township Board, selflessly contributing valuable focus, perspective, insight and energy to our most challenging efforts and subsequent accomplishments to the decision making process; and

WHEREAS, Mr. McCurtis has been appointed to the Meridian Board of Trustees and must resign from the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, wishes publicly to recognize, commend and thank James McCurtis for invaluable contributions to and impacts on the work of this Commission and the quality of life in this community. This Commission is grateful for your outstanding public service and wishes you well in your future pursuits.

BE IT FURTHER RESOLVED THAT THE TOWNSHIP PLANNING COMMISSION OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, hereby adopts this tribute of appreciation to Planning Commissioner James McCurtis, as presented.

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Chair of the Township Planning Commission of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Planning Commission on the 24th day of June, 2024.

Alisande Shrewsbury
Planning Commission Chair