

CITY OF MANISTEE PLANNING COMMISSION

Special Meeting

Thursday, August 15, 2019

3:00 p.m. Council Chambers, City Hall, 70 Maple Street,
Manistee, Michigan

AGENDA

- I. Call to Order**
Pledge of Allegiance
- II. Roll Call**
- III. Approval of Agenda**
At this time the Planning Commission may approve the August 15, 2019 Agenda.
- IV. Approval of Minutes**
There are no Minutes to approve.
- V. Public Hearing**
There are 10 Public Hearings for Special Use Permits pertaining to Marihuana Business in the following order;

The Chair will now open the Public Hearing:

- 1) The Public Hearing for **Fresh Coast Provisioning LLC: 28 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 2) The Public Hearing for **Fresh Coast Provisioning LLC: 28 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 3) The Public Hearing for **Arthur Street Exchange LLC: 50 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 4) The Public Hearing for **Lake Effect LLC: 50 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 5) The Public Hearing for **First Property Holdings LLC: 214 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 6) The Public Hearing for **Urban Roots Detroit LLC: 24 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 7) The Public Hearing for **DCCA LLC: 34 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 8) The Public Hearing for **GR Bud LLC: 48 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

- 9) The Public Hearing for **Michigan Provisioning Center LLC: 52 Arthur Street.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

The Chair will now open the Public Hearing:

10) The Public Hearing for **DNVK 3 LLC: 64 Arthur Street.**

- Applicant shall present their report
- City staff shall give recommendations/comments
- The hearing will be opened for public comments
- Close Public Hearing

VI. Related items

All comments and handouts from the speaker at the podium will go through the Chair, also there will not be any interaction between the podium and audience. If these rules cannot be followed, the Chair can terminate this portion of the meeting.

VII. Special Presentation(s)

There is no Special Presentation today.

VIII. New Business

IX. Old Business

X. Public Comments and Communications

All comments and handouts from the speaker at the podium will go through the Chair, also there will not be any interaction between the podium and audience. If these rules cannot be followed, the Chair can terminate this portion of the meeting.

At this time the Chair may ask if there are any public comments.

XI. Correspondence

At this time the Chair may ask if any correspondence has been received to be read into the record.

XII. Staff Reports

XIII. Members Discussion

At this time the Chair may ask members of the Planning Commission if they have any items they want to discuss.

XIV. Adjournment



PLANNING DEPARTMENT
Kyle Storey
Zoning Administrator
395 Third St. Manistee, Michigan 49660
(231) 398-3576
Fax (231) 398-3526
kstorey@manisteecountymi.gov

To: City of Manistee Planning Commission
From: Kyle Storey – City of Manistee Zoning Administrator
Subject: Special Use Permit Presentation Format

Dear Commission,

Attached are the completed applications for the ten teams that will be presenting on Aug. 15th. The order for meeting will be as follows:

- 1) The Public Hearing for **SAMPLE TEAM.**
 - Applicant shall present their report
 - City staff shall give recommendations/comments
 - The hearing will be opened for public comments
 - Close Public Hearing

It will be announced at the meeting that each team has 15-20 minutes to present with questions to follow. No decisions shall be made regarding granting or denying of Special Use Permit at this Special Meeting. The results of this Special Meeting will be made at the next Planning Commission meeting, on Sept. 5th.

We shall request that each team not presenting wait outside on the second floor while awaiting their turn. However, they have no legal obligation to do so.

Please contact me at (231) 398-3576 if you have any questions or concerns.

Kyle Storey

Manistee County Planner
City of Manistee Zoning Administrator

ACCEPTED
 JUN 28 2019
 City of Manistee

RECEIVED
 JUN 28 2019
 8:30 AM

Preliminary

Planning & Zoning
 395 Third Street
 Manistee, MI 49660
 231.723.6041 (phone)
 231.398.3526 (fax)

Special Use Permit Application
 A Detailed Site Plan is required for all Special Uses
 Please Print

Submission of Application	
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness.</i> Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</p>	
Property Information	
Address: 28 Arthur St. Manistee MI	Parcel # 51-51-146-709-03
Applicant Information	
Name of Owner or Lessee: Lessee: Fresh Coast Provisioning LLC	
Address: 101 M-66 N Charlevoix MI 49770	
Phone #:	Cell#: 231-357-7302 e-mail: eric@givapor.com
Name of Agent (if applicable): Michael J. Corcoran	
Address: 800 Cottageview Dr. Suite 1080A Traverse City MI	
Phone #: 231-421-7367	Cell#: e-mail: mjc@michaeljcorcoranlaw.com
Data Required/Project Information	
Land Area:	Zoning Classification: Marijuana Sales Overlay District
Present/proposed Land Use: Vacant / Medical Marijuana Provisioning Center and Recreational Marijuana Retail Establishment	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

PAID

Edward Bradford
 CITY TREASURER

Additional Information

Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by **Section 2203, E, 2**, an environmental assessment as required by **Section 2203, E, 1**, a market study as required by **Section 2203, E, 3**, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.

Special Use review procedures. An application for Special Use Approval shall be processed in accordance with **Section 1801.C**.

Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with **Section 1801.D**.

Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.

Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with **Section 1801.F**.

Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with **Section 2208** may be made to an existing Special Use permit with the approval of the Zoning Administrator.

Transfers. Transfers shall be handled in accordance with **Section 1801.H**.

Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:

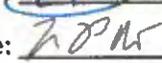
1. If replaced or superseded by a subsequent permitted use or Special Use permit.
2. If the applicant requests the rescinding of the Special Use permit.
3. If a condition of approval included stipulation to expire the Special Use permit by a certain date.
4. If the use is abandoned, moved or vacated for a period of one year.

Violations. Violations shall be handled in accordance with **Section 1801.J**.

Authorization

CERTIFICATION AND AFFIDAVIT:

The undersigned affirm(s) that he/she/they is/are the owner, leasee, owner's representative, contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in **Article 27**.

Signature:  Date: 6-10-2019
 Signature:  Date: June 10 2019

If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.

By checking this box permission is given for Planning Commission Members to make a site inspection if desired.
 Yes No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:

Office Use Only

Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$	Escrow Payment	Receipt # <u>193354</u>
Date Received:	Hearing Date:	PC -

Applicant:		
Submission Guidelines		
<p>Detailed site plan shall include twelve (12) copies of all required information including any documents rendered in color and a digital PDF of the Site Plan shall be forwarded to the Planning and Zoning Department. Unless specifically waived by the Zoning Administrator the site plan shall be prepared by an Engineer, Architect, Landscape Architect or Surveyor licensed to work in Michigan and shall include and illustrate at a minimum the following information:</p>		
Waived Initials	Included	Detailed Site Plan Requirements
	<input checked="" type="checkbox"/>	The site plan shall be prepared by an Engineer, Architect, Landscape Architect or Surveyor licensed to work in Michigan
	<input checked="" type="checkbox"/>	A scale drawing of the site and proposed development thereon, including the date, name, address and professional seal of the preparer. In no instance shall the scale of the drawing be greater than one-inch equals 20 feet nor less than one-inch equals 200 feet. One copy shall be submitted in a photo-reduced form on 17" x 11" paper.
	<input checked="" type="checkbox"/>	The scale of the drawing and north arrow
	<input checked="" type="checkbox"/>	A vicinity map illustrating the property in relation to the surrounding street system.
	<input checked="" type="checkbox"/>	Topography of the site and its relationship to adjoining land illustrated at 2-foot contours and including an area extending 100 feet from the parcel boundary.
	<input checked="" type="checkbox"/>	Existing man-made features, including buildings, fences, landscaping, parking, screening and the locations, heights and footprint of each.
	<input checked="" type="checkbox"/>	Illustration of all proposed improvements and buildings, fences, landscaping, parking and screening, including location, height, footprint of each.
	<input checked="" type="checkbox"/>	Setback lines and their dimensions.
	<input checked="" type="checkbox"/>	Percentage of land covered by buildings and impervious surfaces and that reserved for open space.
	<input checked="" type="checkbox"/>	Dwelling unit density where pertinent; including a density schedule demonstrating number of each dwelling type, if applicable.
	<input checked="" type="checkbox"/>	Project phasing, if applicable.
	<input checked="" type="checkbox"/>	Location of public and private rights-of-way and easements contiguous to and within the proposed development which are planned to be continued, created, relocated or abandoned, including grades and types of construction of those upon the site.
	<input checked="" type="checkbox"/>	Curb-cuts, driving lanes, parking and loading areas, including the number of parking spaces and parking calculations; vehicular circulation patterns and features, location and size of all parking spaces and the identification of service lanes and parking.
	<input checked="" type="checkbox"/>	Curb-cuts and driveways on adjacent properties.
	<input checked="" type="checkbox"/>	Location and type of drainage, sanitary sewers, storm sewers and other facilities, including surface and subsurface drainage for all impermeable surfaces on the site and all drainage calculations.
	<input checked="" type="checkbox"/>	Existing and proposed water main, sanitary and storm sewer, natural gas, electric, telephone, cable television and other utilities, the proposed location of connections to existing utilities and any proposed extensions thereof.
	<input checked="" type="checkbox"/>	Proposed changes to the topography of the site illustrated at no greater than two (2) foot contours.
	<input checked="" type="checkbox"/>	Soil erosion and sediment control measures which shall include preventative soil erosion devices or measures, both during and after any site work related to the development.
	<input checked="" type="checkbox"/>	Detail on proposed signage including an illustration of all proposed signs, their surface area, height and nature of illumination, in accordance with Article 21 .
	<input checked="" type="checkbox"/>	A lighting plan in conformance with Section 525 .
	<input checked="" type="checkbox"/>	A written and illustrated landscape plan prepared in accord with Section 531 of this Zoning Ordinance.
	<input checked="" type="checkbox"/>	If the parcel is a result of a parcel division undertaken after the adoption of this Ordinance, the site plan shall illustrate all structures and buildings, drawn to scale located on the previously undivided property.
	<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be requested by the Zoning Administrator or the Planning Commission.
	<input checked="" type="checkbox"/>	Any required approvals, permits, changes or modifications required by any applicable regulatory agency.
	<input checked="" type="checkbox"/>	Special Groundwater Protection. [if applicable – requirements will be provided]



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

VIA US MAIL

Date: May 2, 2019

Addressee: Fresh Coast Provisioning, LLC

Address: 101 M 66 North
Charlevoix, MI 49720

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on May 2, 2019 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Andrew Brisbo, Executive Director
Marijuana Regulatory Agency
Michigan Department of Licensing and Regulatory Affairs



Blarney Castle

www.blarneycastleoil.com

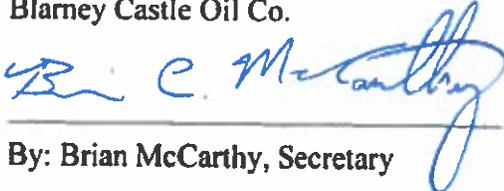
Blarney Castle Oil and Propane
P. O. Box 246 Bear Lake, Michigan 49614
Ph: 231.864.3111 Fax: 231.864.2303

June 11, 2019

To whom it may concern,

I, Brian McCarthy, Secretary and authorized signatory of Blarney Castle Oil Co., have reached an agreement in principal with respect to, and are negotiating the final terms of, a contract to lease the premises commonly known as 28 Arthur St. Manistee MI ("Property") to Fresh Coast Provisioning LLC a Michigan Limited Liability Company ("Tenant"). I hereby authorize Fresh Coast to submit all special use permit materials and other materials necessary to apply for use of the property as a medical marijuana provisioning center and recreational marijuana retail establishment pursuant to the applicable ordinances of the City of Manistee.

Blarney Castle Oil Co.



By: Brian McCarthy, Secretary



Fresh Coast Provisioning is seeking a special land use permit to operate a medical marijuana provisioning center and a recreational retail establishment at 28 Arthur Street Manistee. The property is owned by Blamey Castle Oil Co, along with the 2 contiguous properties to the North. We have agreed in principal to lease the currently vacant property, for 5 years with 2 additional 5 year extensions. We feel this location is not only ideal for our operation, but helps revitalize a known vacant property on a highly visible stretch of highway.

Our mission is to establish the premier commercial facility in the City of Manistee. Our patient centric focus, along with an emphasis on education and community engagement will help raise awareness about marijuana and proper use. Our team has a collective 30 years of retail experience operating Grand Traverse Vapor, an age controlled retail business. We understand compliance with regulatory bodies and collaboration with municipalities. We want to be good corporate citizens.

Our facility will have no additional effect on emergency services, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns and local traffic volumes than any other retail operation in the overlay district. In fact, our extraordinarily high level of security should if anything reduce the need for emergency services and give our neighbors peace of mind.

All products sold in our store will be transported by secure transporters from 3rd party cultivators and processors and transferred through a secure, restricted access area. In addition, we will have regular cash pick ups from our retail facility with our strategic banking partners. This banking relationship helps mitigate the main risk factor associated with marijuana retail facilities.

With the lack of exterior physical changes, there should be no discernable nuisance to our neighbors. There will be no excessive noise or nuisance. Our operation also plans to utilize carbon filtration in our HVAC, so if we do have neighbors at some point there will be no ambient odor.

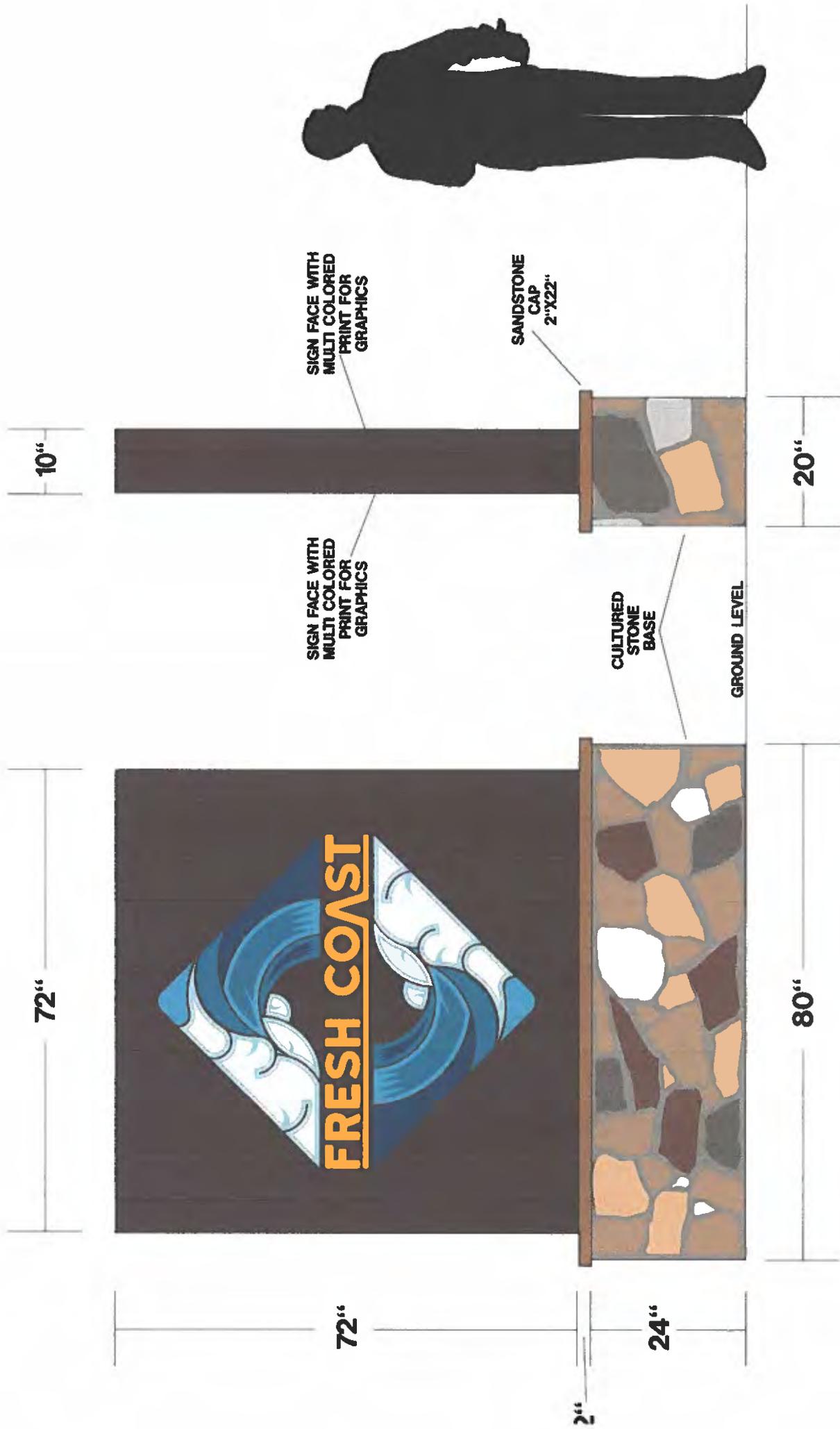
We feel our Northern Michigan roots and Great Lakes lifestyle are the perfect fit to work with the City of Manistee in restoring a known eyesore. We look forward to taking the next steps in a long, collaborative and mutually beneficial relationship. If there are any further questions, clarifications or necessary materials please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to be "EP", is written over a horizontal line. A large, light blue circular scribble is present to the left of the signature.

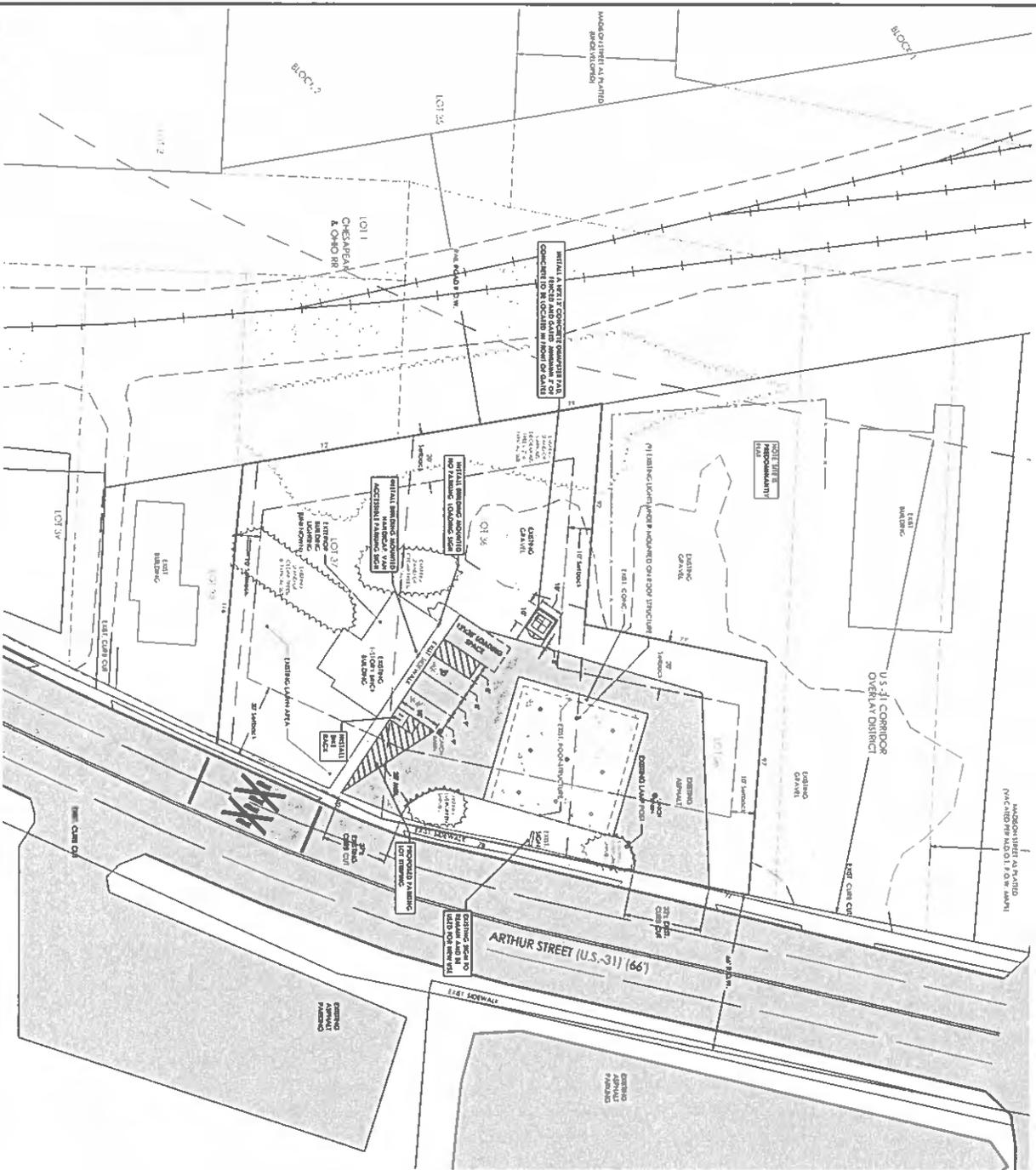
Eric Piedmonte

Chief Operations Officer : Fresh Coast Provisioning LLC



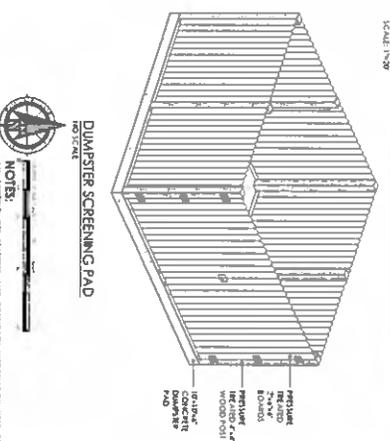
FRONT VIEW

SIDE VIEW

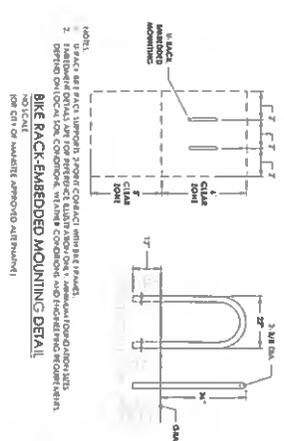
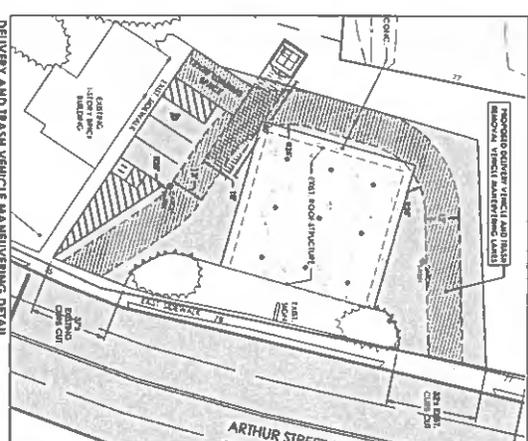


- NOTES:**
1. EXISTING SITES TO BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.
 2. EXISTING SITES TO BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.
 3. EXISTING SITES TO BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.
 4. EXISTING SITES TO BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.

PARKING CALCULATIONS		IMPERVIOUS SURFACE CALCULATIONS	
1	1.00	1	1.00
2	0.75	2	0.75
3	0.50	3	0.50
4	0.25	4	0.25
5	0.00	5	0.00



- NOTES:**
1. ALL EXISTING AIR POLLUTION AND SOUND BARRIERS SHALL BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.
 2. ALL EXISTING AIR POLLUTION AND SOUND BARRIERS SHALL BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.
 3. ALL EXISTING AIR POLLUTION AND SOUND BARRIERS SHALL BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.
 4. ALL EXISTING AIR POLLUTION AND SOUND BARRIERS SHALL BE MAINTAINED AND NOT RELOCATED BY THIS PLAN.



PRELIMINARY
19111
C.A.O.

Fresh Coast Monistee
Medical Marijuana Provisioning Center
SITE AND DIMENSION PLAN
Part of Lots 36-38, Block 2, Englemans Addition
City of Monistee, Manistee County, Michigan

Mansfield
Land Use Consultants
3100 Canterbury Dr., Ste. 201
P.O. Box 8415
Troyer Co. MI 49685
Phone: 261-546-9310
www.mansfieldmi.com
info@mansfieldmi.com



Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

SOIL EROSION DEPARTMENT
 (231) 723-6041
 Fax (231) 723-1718

OFFICE USE ONLY

Permit Number
Date Issued
Expiration Date
File Number

PERMIT APPLICATION for Part 91 SOIL EROSION AND SEDIMENTATION CONTROL

1. APPLICANT (Please check if applicant is the landowner or designated agent*)

Name <input type="checkbox"/> Landowner <input checked="" type="checkbox"/> Designated Agent			
Fresh Coast Provisioning LLC			
Address 101 M-66 N Charlevoix MI 49770			
City	State	Zip Code	Area Code/Telephone Number (231) 357-7302

2. LOCATION

Section	Town	Range	Township	City/Village City of Manistee	County Manistee
Subdivision Engelmanns Add.	Lot No. 36,37,38	Property Tax ID Number 51-146-709-03	Street Address 28 Arthur St.		

3. PROPOSED EARTH CHANGE

Project Type: Residential Multi-family Commercial
 Industrial Land Balancing

Describe Project Site grading to install small dumpster pad	Size of Earth Change (acres or square foot) 250 s.f.
Name of and Distance to Nearest Lake, Stream, or Drain 270' Manistee Lake	Date Project to Start July 1, 2019
	Date Project to be Completed November 1, 2019

4. SOIL EROSION AND SEDIMENTATION CONTROL PLAN (Refer to Rule 323.1703)

Note: _____ complete sets of plans must be attached.	Estimated Cost of Erosion and Sediment Control \$500
	Plan Preparer's Name and Telephone Number Mansfield Land Use Consultants
	Area Code (231) 360-7021

5. PARTIES RESPONSIBLE FOR EARTH CHANGE

Name of Landowner (if not provided in Box No. 1 above) Blarney Castle Oil Co	Address PO Box 246			
City Bear Lake	State MI	Zip 49614	Area Code/Telephone Number	
Name of Individual "On Site" Responsible for Earth Change To Be Determined		Company Name		
Address	City	State	Zip Code	Area Code/Telephone Number

6. PERFORMANCE DEPOSIT (If required by the permitting agency)

Amount Required \$ _____	<input type="checkbox"/> Cash	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Irrevocable Letter of Credit	<input type="checkbox"/> Surety Bond
Name of Surety Company				
Address	City	State	Zip Code	Area Code/Telephone No.

I (we) affirm that the above information is accurate and that I (we) will conduct the above described earth change in accordance with Part 91, Soil Erosion and Sedimentation Control, of the Natural Resource and Environmental Protection Act, 1994 PA 451, as amended, applicable local ordinances, and the documents accompanying this application.

Landowner's Signature	Print Name	Date
Designated Agent's Signature <i>N.P.</i>	Print Name Nicholas Piedmonte	Date June 18th, 2019

* Designated agent must have a written statement from landowner authorizing him/her to secure a permit in the landowner's name.

**MANISTEE COUNTY
SOIL EROSION & SEDIMENTATION CONTROL**

Site Plan Information Needed

site plan
site location sketch
proximity to lake/stream
limits of earth change
predominant land feature
slope information
soils information

drainage facilities
timing and sequence
temporary SESC measures
permanent SESC measures
maintenance program for SESC measures
indicate direction of drainage
show location of earth change

Indicate North in Circle



Sketch:

See attached plans

PROJECT SITE LOCATION DIRECTIONS

Please submit this information to assist staff in locating your project site. This will avoid delays in processing your inspections because staff cannot locate your project site. This page is in addition to the site location map.

ADDRESS INFORMATION

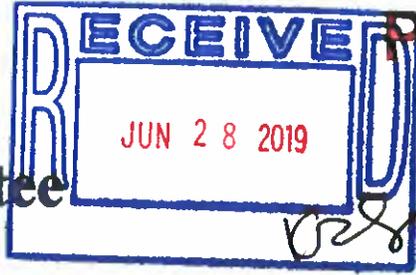
Property Address 28 Arthur Street, Manistee, MI 49660								
Where is address visible?	House	x	Garage		Mailbox		Sign	
Name of Access Road to Project:			Arthur Street					
Road Type:	Paved	x	Gravel		Public	x	Private	Seasonal
Name of Nearest Crossroad:			Monroe St.					
Distance to this Road (in Miles and Tenths):				0.1				

PHYSICAL DESCRIPTION

Is there a house or other building at the site visible from the road?		Yes	x	No
What color is this house or building?	Brown brick			
What style of building is visible from the road?	Ranch		Gambrel	Cape Cod
	Chalet	Colonial	Garage	Pole Barn
				Other
Are all of the corner stakes marked?		Yes	No	x
If vacant, what is the closest visible address to property?				
If helpful, describe the best and nearest visible landmark to the project and driving directions to the site: Old gas station building and canopy present on site				

ACCEPTED

City of Manistee



Preliminary

Planning & Zoning
395 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses

Please Print

Submission of Application	
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness.</i> Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</p>	
Property Information	
Address: 32 Arthur St. Manistee MI	Parcel # 51-146-704-19
Applicant Information	
Name of Owner or Lessee: Owner: Blamey Castle Oil Co. Lessee: Fresh Coast Provisioning LLC	
Address: 101 M-66 N Charlevoix MI 49770	
Phone #:	Cell#: 231-357-7302 e-mail: npiedmonte@gmail.com
Name of Agent (if applicable): Michael J. Corcoran	
Address: 800 Cottageview Dr. Suite 1080A Traverse City MI	
Phone #: 231-421-7387	Cell#: e-mail: mjc@michaeljcorcoranlaw.com
Data Required/Project Information	
Land Area:	Zoning Classification:
Present/proposed Land Use: Medical Marijuana Provisioning Center and Recreational Marijuana Retail Establishment	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

PAID

JUL 29 2019 Page 1 of 3

Edward Bradford
CITY TREASURER

Additional Information

Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by **Section 2203, E, 2**, an environmental assessment as required by **Section 2203, E, 1**, a market study as required by **Section 2203, E, 3**, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.

Special Use review procedures. An application for Special Use Approval shall be processed in accordance with **Section 1801.C**.

Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with **Section 1801.D**.

Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.

Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with **Section 1801.F**.

Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with **Section 2208** may be made to an existing Special Use permit with the approval of the Zoning Administrator.

Transfers. Transfers shall be handled in accordance with **Section 1801.H**.

Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:

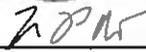
1. If replaced or superseded by a subsequent permitted use or Special Use permit.
2. If the applicant requests the rescinding of the Special Use permit.
3. If a condition of approval included stipulation to expire the Special Use permit by a certain date.
4. If the use is abandoned, moved or vacated for a period of one year.

Violations. Violations shall be handled in accordance with **Section 1801.J**.

Authorization

CERTIFICATION AND AFFIDAVIT:

The undersigned affirm(s) that he/she/they is/are the owner, leasee, owner's representative, contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in **Article 27**.

Signature:  Date: June 27, 2019
 Signature:  (Lessee) Date: June 27, 2019

If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.

By checking this box permission is given for Planning Commission Members to make a site inspection if desired.
 Yes No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferrals for this proposed project. If Yes, explain:

Office Use Only

Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -

Applicant:		
Submission Guidelines		
Detailed site plan shall include twelve (12) copies of all required information including any documents rendered in color and a digital PDF of the Site Plan shall be forwarded to the Planning and Zoning Department. Unless specifically waived by the Zoning Administrator the site plan shall be prepared by an Engineer, Architect, Landscape Architect or Surveyor licensed to work in Michigan and shall include and illustrate at a minimum the following information:		
Waived Initials	Included	Detailed Site Plan Requirements
	<input checked="" type="checkbox"/>	The site plan shall be prepared by an Engineer, Architect, Landscape Architect or Surveyor licensed to work in Michigan
	<input checked="" type="checkbox"/>	A scale drawing of the site and proposed development thereon, including the date, name, address and professional seal of the preparer. In no instance shall the scale of the drawing be greater than one-inch equals 20 feet nor less than one-inch equals 200 feet. One copy shall be submitted in a photo-reduced form on 17" x 11" paper.
	<input checked="" type="checkbox"/>	The scale of the drawing and north arrow
	<input checked="" type="checkbox"/>	A vicinity map illustrating the property in relation to the surrounding street system.
	<input checked="" type="checkbox"/>	Topography of the site and its relationship to adjoining land illustrated at 2-foot contours and including an area extending 100 feet from the parcel boundary.
	<input checked="" type="checkbox"/>	Existing man-made features, including buildings, fences, landscaping, parking, screening and the locations, heights and footprint of each.
	<input checked="" type="checkbox"/>	Illustration of all proposed improvements and buildings, fences, landscaping, parking and screening, including location, height, footprint of each.
	<input checked="" type="checkbox"/>	Setback lines and their dimensions.
	<input checked="" type="checkbox"/>	Percentage of land covered by buildings and impervious surfaces and that reserved for open space.
	<input checked="" type="checkbox"/>	Dwelling unit density where pertinent; including a density schedule demonstrating number of each dwelling type, if applicable.
	<input checked="" type="checkbox"/>	Project phasing, if applicable.
	<input checked="" type="checkbox"/>	Location of public and private rights-of-way and easements contiguous to and within the proposed development which are planned to be continued, created, relocated or abandoned, including grades and types of construction of those upon the site.
	<input checked="" type="checkbox"/>	Curb-cuts, driving lanes, parking and loading areas, including the number of parking spaces and parking calculations; vehicular circulation patterns and features, location and size of all parking spaces and the identification of service lanes and parking.
	<input checked="" type="checkbox"/>	Curb-cuts and driveways on adjacent properties.
	<input checked="" type="checkbox"/>	Location and type of drainage, sanitary sewers, storm sewers and other facilities, including surface and subsurface drainage for all impermeable surfaces on the site and all drainage calculations.
	<input checked="" type="checkbox"/>	Existing and proposed water main, sanitary and storm sewer, natural gas, electric, telephone, cable television and other utilities, the proposed location of connections to existing utilities and any proposed extensions thereof.
	<input checked="" type="checkbox"/>	Proposed changes to the topography of the site illustrated at no greater than two (2) foot contours.
	<input checked="" type="checkbox"/>	Soil erosion and sediment control measures which shall include preventative soil erosion devices or measures, both during and after any site work related to the development.
	<input checked="" type="checkbox"/>	Detail on proposed signage including an illustration of all proposed signs, their surface area, height and nature of illumination, in accordance with Article 21.
	<input checked="" type="checkbox"/>	A lighting plan in conformance with Section 525.
	<input checked="" type="checkbox"/>	A written and illustrated landscape plan prepared in accord with Section 531 of this Zoning Ordinance.
	<input checked="" type="checkbox"/>	If the parcel is a result of a parcel division undertaken after the adoption of this Ordinance, the site plan shall illustrate all structures and buildings, drawn to scale located on the previously undivided property.
	<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be requested by the Zoning Administrator or the Planning Commission.
	<input checked="" type="checkbox"/>	Any required approvals, permits, changes or modifications required by any applicable regulatory agency.
	<input checked="" type="checkbox"/>	Special Groundwater Protection. [If applicable – requirements will be provided]



Blarney Castle
Oil Co.

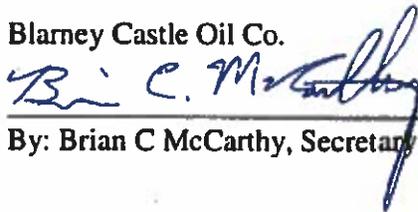
Blarney Castle Oil Co.
12218 West Street
PO Box 246
Bear Lake, MI 49614
www.blarneycastleoil.com

July 2, 2019

To whom it may concern,

I, Brian McCarthy, Secretary and authorized signatory of Blarney Castle Oil Co., have reached an agreement in principal with respect to, and are negotiating the final terms of a contract to lease the premises commonly known as 32 Arthur St. Manistee MI ("Property") to Fresh Coast Provisioning LLC a Michigan Limited Liability Company ("Tenant"). I hereby authorize Fresh Coast to submit all special use permit materials and other materials necessary to apply for use of the property as a medical marijuana provisioning center and recreational marijuana retail establishment pursuant to the applicable ordinances of the City of Manistee.

Blarney Castle Oil Co.


By: Brian C McCarthy, Secretary



Fresh Coast Provisioning is seeking a special land use permit to operate a medical marijuana provisioning center and a recreational retail establishment at 32 Arthur Street Manistee. The property is formerly a car wash, owned by Blarney Castle Oil Co along with the 2 contiguous properties to the South. We have agreed in principal to lease the currently vacant property, for 5 years with 2 additional 5 year extensions. We feel this location is not only ideal for our operation, but helps revitalize a known vacant property on a highly visible stretch of highway.

Our mission is to establish the premier commercial facility in the City of Manistee. Our patient centric focus, along with an emphasis on education and community engagement will help raise awareness about marijuana and proper use. Our team has a collective 30 years of retail experience operating Grand Traverse Vapor, an age controlled retail business. We understand compliance with regulatory bodies and collaboration with municipalities. We want to be good corporate citizens.

Our facility will have no additional effect on emergency services, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns and local traffic volumes than any other retail operation in the overlay district. In fact, our extraordinarily high level of security should if anything reduce the need for emergency services and give our neighbors peace of mind.

All products sold in our store will be transported by secure transporters from 3rd party cultivators and processors and transferred through a secure, restricted access area. In addition, we will have regular cash pick ups from our retail facility with our strategic banking partners. This banking relationship helps mitigate the main risk factor associated with marijuana retail facilities.

With the minimal exterior physical changes, there should be no discernable nuisance to our neighbors. There will be no excessive noise or nuisance. Our operation also plans to utilize carbon filtration in our HVAC, so if we do have neighbors at some point there will be no ambient odor.

We feel our Northern Michigan roots and Great Lakes lifestyle are the perfect fit to work with the City of Manistee in restoring a known eyesore. We look forward to taking the next steps in a long, collaborative and mutually beneficial relationship. If there are any further questions, clarifications or necessary materials please do not hesitate to contact us.

Sincerely,

Eric Piedmonte

Chief Operations Officer : Fresh Coast Provisioning LLC



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

VIA US MAIL

Date: May 2, 2019

Addressee: Fresh Coast Provisioning, LLC

Address: 101 M 66 North
Charlevoix, MI 49720

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on May 2, 2019 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

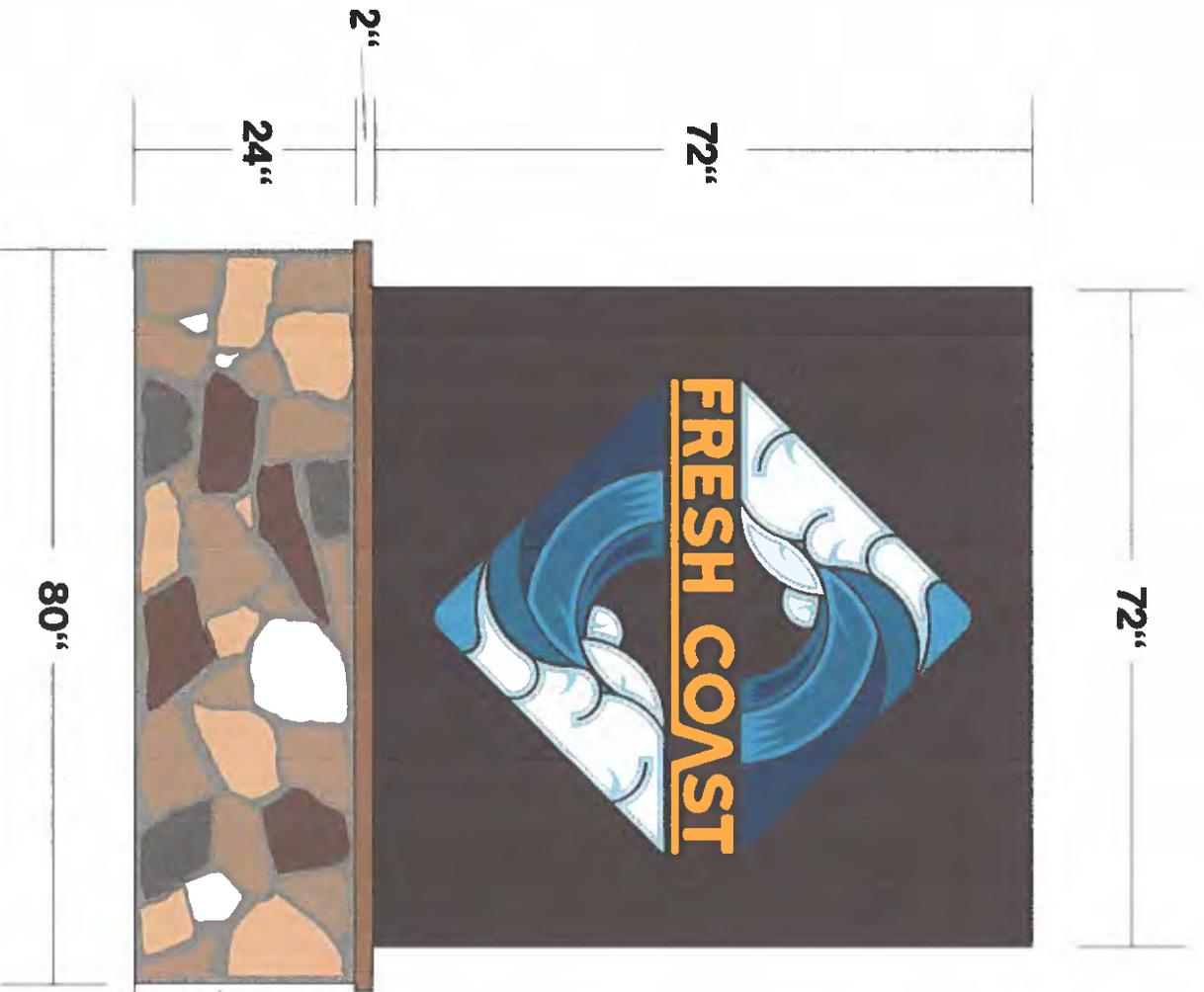
Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

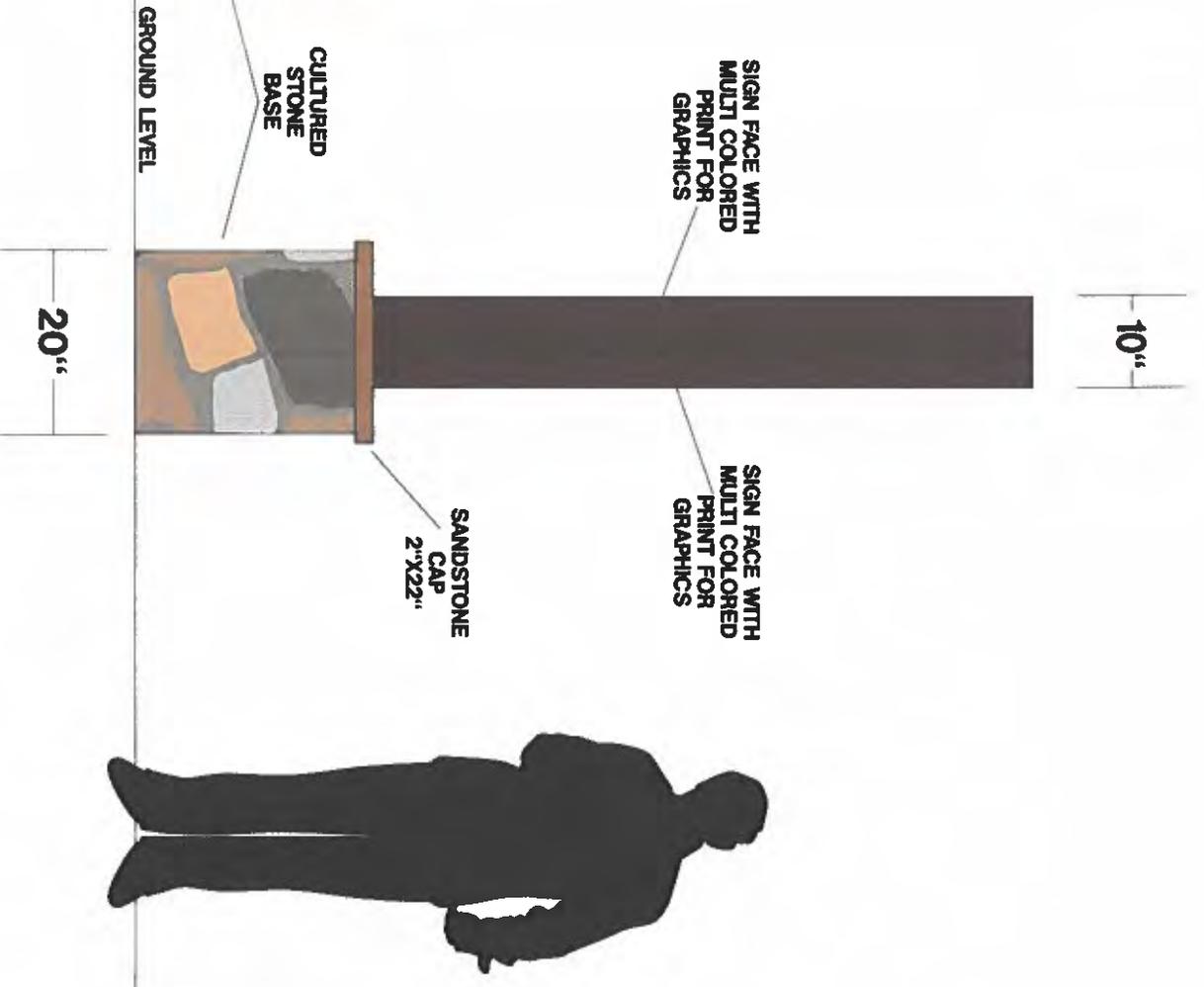
Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Andrew Brisbo, Executive Director
Marijuana Regulatory Agency
Michigan Department of Licensing and Regulatory Affairs



FRONT VIEW

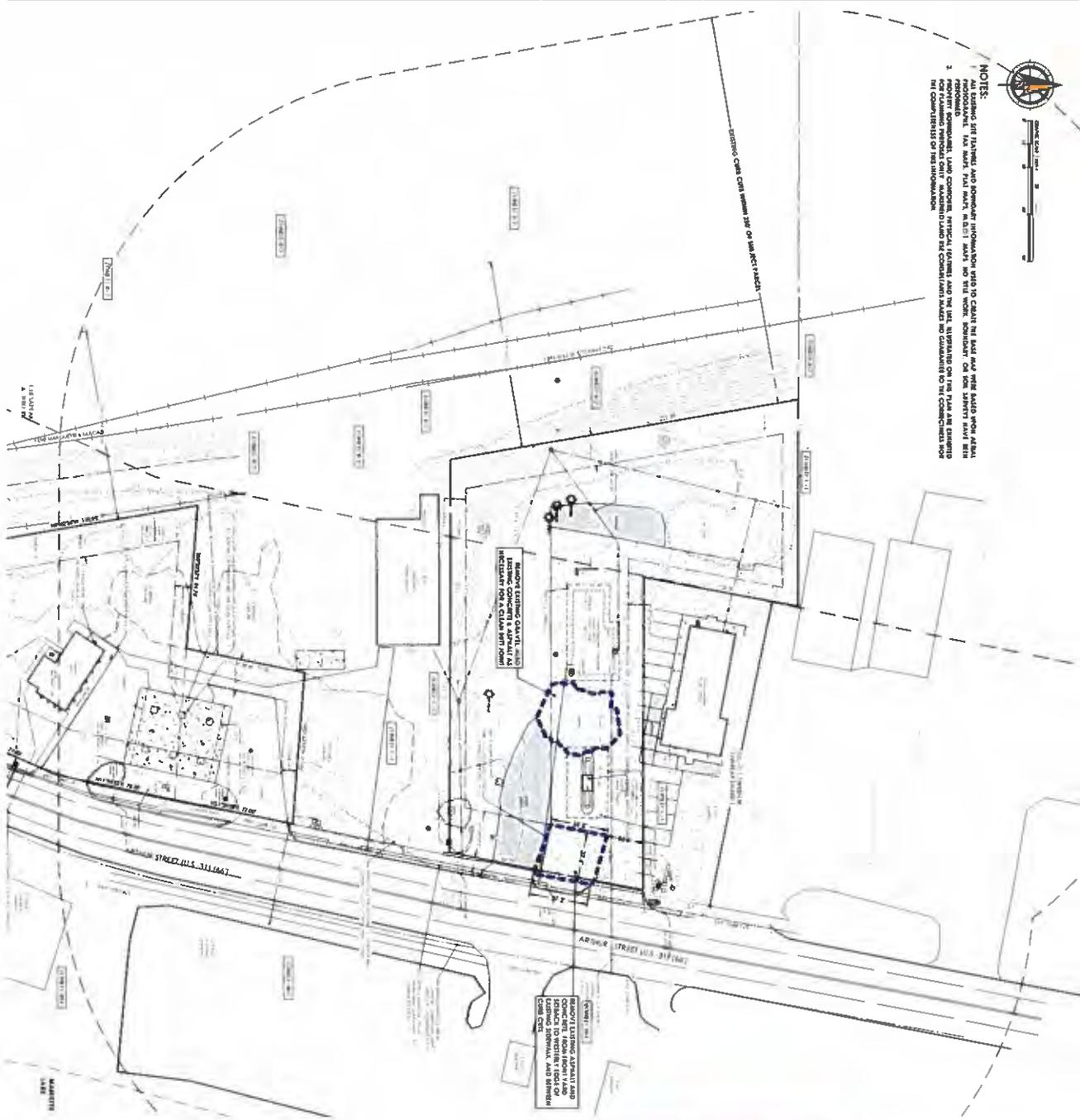


SIDE VIEW





- NOTES:**
1. SHOWING THE EXISTING AND PROPOSED INFORMATION INTO TO CLARIFY THE PLAN AND THE EXISTING AND PROPOSED INFORMATION. THE PLAN, THE EXISTING AND PROPOSED INFORMATION ON THE PLAN ARE SUBJECT TO THE EXISTING AND PROPOSED INFORMATION ON THE PLAN AND THE EXISTING AND PROPOSED INFORMATION ON THE PLAN ARE SUBJECT TO THE EXISTING AND PROPOSED INFORMATION ON THE PLAN.
 2. THE EXISTING AND PROPOSED INFORMATION ON THE PLAN ARE SUBJECT TO THE EXISTING AND PROPOSED INFORMATION ON THE PLAN AND THE EXISTING AND PROPOSED INFORMATION ON THE PLAN ARE SUBJECT TO THE EXISTING AND PROPOSED INFORMATION ON THE PLAN.
 3. THE EXISTING AND PROPOSED INFORMATION ON THE PLAN ARE SUBJECT TO THE EXISTING AND PROPOSED INFORMATION ON THE PLAN AND THE EXISTING AND PROPOSED INFORMATION ON THE PLAN ARE SUBJECT TO THE EXISTING AND PROPOSED INFORMATION ON THE PLAN.



PROJECT ADDRESS: 127 ARROW STREET
TOWN: MANISTEE
COUNTY: MANISTEE
STATE: MICHIGAN
ZIP: 49855
OWNER: FRESH COAST MARIJUANA PROVISIONING CENTER, LLC
DESIGNER: MANSFIELD LAND USE CONSULTANTS, LLC
DATE: 08/20/2024

- PLAN INDEX**
- C1.0 COVER OVERALL EXISTING CONDITIONS & DEMOLITION PLAN
 - C2.0 SITE DEMOLITION & EXISTING PLAN
 - C3.0 LANDSCAPE PLAN

DATE	DESCRIPTION
08/20/2024	FINAL PLAN
08/15/2024	REVISIONS
08/10/2024	REVISIONS
08/05/2024	REVISIONS
07/30/2024	REVISIONS
07/25/2024	REVISIONS
07/20/2024	REVISIONS
07/15/2024	REVISIONS
07/10/2024	REVISIONS
07/05/2024	REVISIONS
07/01/2024	REVISIONS

Fresh Coast Manistee
Medical Marijuana Provisioning Center
OVERALL EXISTING CONDITIONS & DEMOLITION PLAN

Englemans Addition to Manistee
 City of Manistee, Manistee County, Michigan

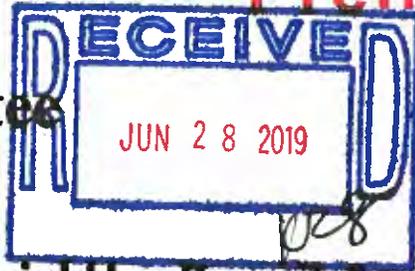
Mansfield
 OR
Land Use Consultants

830 Conover Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49665
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

ACCEPTED
JUL 11 2019
1008

City of Manistee

Preliminary



Planning & Zoning
395 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application
A Detailed Site Plan is required for all Special Uses
Please Print

Submission of Application		
<p>Applications must be submitted 30 days prior to the meeting for review for completeness. Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</p>		
Property Information		
Address: 50 Arthur Street	Parcel # 5510125006	
Applicant Information		
Name of Owner or Lessee: David Solberg, member of Arthur Street Exchange LLC, Owner		
Address: contact agent, see below		
Phone #: contact agent	Cell#: contact agent	e-mail: contact agent
Name of Agent (if applicable): Robert Hynes, on behalf of an unformed LLC, Purchaser/Agent (see Owner's authorization)		
Address: 21 North Saginaw Apartment 3B, Pontiac, Michigan 48340		
Phone #: see cell	Cell#: 248-755-7382	e-mail: c/o attorney aeth.tompkins@pollicella.net
Data Required/Project Information		
Land Area: .85 Acres	Zoning Classification: C-1 Regional Commercial	
Present/proposed Land Use: Medical Marijuana Provisioning Center and Recreational Retail		
Attach a Detailed Narrative for the following of Marihuana Center		
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.	
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.	
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.	
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.	

JUL 22 2019
PAID
Edward Bradford
CITY TREASURER

Additional Information		
Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2 , an environmental assessment as required by Section 2203, E, 1 , a market study as required by Section 2203, E, 3 , or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.		
Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C .		
Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D .		
Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.		
Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F .		
Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.		
Transfers. Transfers shall be handled in accordance with Section 1801.H .		
Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions: <ol style="list-style-type: none"> 1. If replaced or superseded by a subsequent permitted use or Special Use permit. 2. If the applicant requests the rescinding of the Special Use permit. 3. If a condition of approval included stipulation to expire the Special Use permit by a certain date. 4. If the use is abandoned, moved or vacated for a period of one year. 		
Violations. Violations shall be handled in accordance with Section 1801.J .		
Authorization		
CERTIFICATION AND AFFIDAVIT:		
The undersigned affirm(s) that he/she/they is/are the <input type="checkbox"/> owner, <input type="checkbox"/> leasee, <input checked="" type="checkbox"/> owner's representative, <input type="checkbox"/> contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27 .		
Signature: <u>Robert Hynes</u>	Date: <u>8-27-2019</u>	
<small>Robert Hynes, on behalf of an unincorporated LLC, Owner's agent</small>		
Signature: _____	Date: _____	
<i>If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.</i>		
<input checked="" type="checkbox"/> By checking this box permission is given for Planning Commission Members to make a site inspection if desired.		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:		
Office Use Only		
Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -

Applicant:		
Submission Guidelines		
Detailed site plan shall include twelve (12) copies of all required information including any documents rendered in color and a digital PDF of the Site Plan shall be forwarded to the Planning and Zoning Department. Unless specifically waived by the Zoning Administrator the site plan shall be prepared by an Engineer, Architect, Landscape Architect or Surveyor licensed to work in Michigan and shall include and illustrate at a minimum the following information:		
Waived Initials	Included	Detailed Site Plan Requirements
	<input type="checkbox"/>	The site plan shall be prepared by an Engineer, Architect, Landscape Architect or Surveyor licensed to work in Michigan
	<input type="checkbox"/>	A scale drawing of the site and proposed development thereon, including the date, name, address and professional seal of the preparer. In no instance shall the scale of the drawing be greater than one-inch equals 20 feet nor less than one-inch equals 200 feet. One copy shall be submitted in a photo-reduced form on 17" x 11" paper.
	<input type="checkbox"/>	The scale of the drawing and north arrow
	<input type="checkbox"/>	A vicinity map illustrating the property in relation to the surrounding street system.
	<input type="checkbox"/>	Topography of the site and its relationship to adjoining land illustrated at 2-foot contours and including an area extending 100 feet from the parcel boundary.
	<input type="checkbox"/>	Existing man-made features, including buildings, fences, landscaping, parking, screening and the locations, heights and footprint of each.
	<input type="checkbox"/>	Illustration of all proposed improvements and buildings, fences, landscaping, parking and screening, including location, height, footprint of each.
	<input type="checkbox"/>	Setback lines and their dimensions.
	<input type="checkbox"/>	Percentage of land covered by buildings and impervious surfaces and that reserved for open space.
	<input type="checkbox"/>	Dwelling unit density where pertinent; including a density schedule demonstrating number of each dwelling type, if applicable.
	<input type="checkbox"/>	Project phasing, if applicable.
	<input type="checkbox"/>	Location of public and private rights-of-way and easements contiguous to and within the proposed development which are planned to be continued, created, relocated or abandoned, including grades and types of construction of those upon the site.
	<input type="checkbox"/>	Curb-cuts, driving lanes, parking and loading areas, including the number of parking spaces and parking calculations; vehicular circulation patterns and features, location and size of all parking spaces and the identification of service lanes and parking.
	<input type="checkbox"/>	Curb-cuts and driveways on adjacent properties.
	<input type="checkbox"/>	Location and type of drainage, sanitary sewers, storm sewers and other facilities, including surface and subsurface drainage for all impermeable surfaces on the site and all drainage calculations.
	<input type="checkbox"/>	Existing and proposed water main, sanitary and storm sewer, natural gas, electric, telephone, cable television and other utilities, the proposed location of connections to existing utilities and any proposed extensions thereof.
	<input type="checkbox"/>	Proposed changes to the topography of the site illustrated at no greater than two (2) foot contours.
	<input type="checkbox"/>	Soil erosion and sediment control measures which shall include preventative soil erosion devices or measures, both during and after any site work related to the development.
	<input type="checkbox"/>	Detail on proposed signage including an illustration of all proposed signs, their surface area, height and nature of illumination, in accordance with Article 21.
	<input type="checkbox"/>	A lighting plan in conformance with Section 525.
	<input type="checkbox"/>	A written and illustrated landscape plan prepared in accord with Section 531 of this Zoning Ordinance.
	<input type="checkbox"/>	If the parcel is a result of a parcel division undertaken after the adoption of this Ordinance, the site plan shall illustrate all structures and buildings, drawn to scale located on the previously undivided property.
	<input type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be requested by the Zoning Administrator or the Planning Commission.
	<input type="checkbox"/>	Any required approvals, permits, changes or modifications required by any applicable regulatory agency.
	<input type="checkbox"/>	Special Groundwater Protection. [If applicable – requirements will be provided]

EXHIBIT B – OWNER’S CERTIFICATION AND AUTHORIZATION

POLLICELLA TOMPKINS, PLLC

Seth P. Tompkins, Partner
seth.tompkins@pollicella.net

June 27, 2019

City of Manistee
Planning and Zoning
395 Third Street
Manistee, Michigan 49660

Re: Special Land Use Application – Medical Marijuana Provisioning Center
Robert Hynes (purchaser) as agent of Arthur Street Exchange LLC (owner)
50 Arthur Street (the “Property”)

Dear Planning and Zoning Department,

Please let this letter and accompanying documents serve as the Special Land Use Application (See Application, **Exhibit A**) for a proposed use of a Medical Marijuana Provisioning Center at 50 Arthur Street. This application is made pursuant to Sections 1801 and 1802 of the Manistee Zoning Ordinances.

NARRATIVE OF PROPOSED USE – SECTION 1801

The proposed use for the Property is allow for the operation of a Medical Marijuana Provisioning Center to be owned and operated by a facility licensed in accordance with the State of Michigan’s Medical Marijuana Facility Licensing Act. The Property is located in the C-1 zoning district, in an area designated by the City of Manistee as appropriate for the proposed use.

The Property is presently under contract for purchase by Robert Hynes, on behalf of an entity to be formed, and who has been given permission by the real estate owner to make the instant application for special land use. (See Owner’s Certification and Authorization, **Exhibit B**). Mr. Hynes has several partners in the purchase of the real estate, including Mr. Jacob Abraham – the owner and operator of Indica LLC, which already is licensed by the State of Michigan as a Provisioning Center located in Ypsilanti, Michigan, doing business under the trade name “Sticky.” (See Indica LLC, Provisioning Center License, **Exhibit C**). Indica LLC, will be the tenant of the Property should this application be granted and should the City of Manistee approve Indica’s separate application for a Marijuana permit (See Proposed Lease, **Exhibit D**).

The operation of a Medical Marijuana Provisioning Center at the Property will have very little impact, if any, on the City of Manistee’s emergency services, schools, storm water systems, sanitary sewer facilities, automobile or truck circulation patterns, and it is not anticipated to have any significant effect on local traffic patterns. These businesses have no greater impact that any storefront retail establishment. And, as the Property will have adequate parking there should not be any issue with traffic disruption even at the busiest of times on the busiest of days. (See Site Plans and Proposed Signage, **Exhibit E and F**)

*Business Transactions * Litigation * Labor & Employment * Regulatory Law*

4312 East Grand River, Howell, Michigan 48843

MUNICIPAL APPROVAL STANDARDS – SECTION 1802

1. The proposed use of the Property is consistent with the City of Manistee's Master Plan insofar as the proposed use has been approved in the city in the area in which the Property is zoned.
2. The proposed site plans demonstrate that the proposed use of the Property is designed, constructed and maintained to be consistent with the existing character of the general vicinity. The current zoning district is C-1 (general commercial), and the proposed tree plantings and green space accompanying the proposed development will provide an ascetically pleasing addition to the surrounding properties.
3. The Special Use is in a highly regulated, highly policed and highly scrutinized industry. Because the proposed tenant (Indica LLC) has already been vetted and approved to operate a Provisioning Center, the proposed use will not be hazardous or disturbing to the existing or future uses of neighboring properties. To wit, Indica LLC, presently operates in a strip mall with several restaurants, a nail salon, a hair salon, a dollar store, and a liquor store, located directly across the street from student housing of Eastern Michigan University. Indica LLC, has been an exemplary neighbor to all of these businesses and residents in Ypsilanti and will be an excellent addition to Manistee.
4. The proposed use will be adequately served by existing city services. To the extent that additional services will be needed (e.g. security, waste disposal, etc.), the Property owner or business owner will provide that these are adequately addressed without unduly utilizing city services.
5. Because of the highly regulated nature of the proposed use, and the track-record of the proposed tenant, Indica LLC, in owning and operating a state licensed Medical Marijuana Provisioning Center, there will be no detriment to the economic welfare of the community. Conversely, it is anticipated that the proposed use will be a benefit to the economic welfare of the community. Further, there will be no additional cost to the city as a result of implementing the proposed use at the Property.
6. If allowed to pull a building permit for the proposed use, said plans will provide for a filtration system which removes any potential odors associated with the sale of marijuana from affecting neighboring properties. As a result, there will be no odors from the property. There will be no other activities which will take place at the Property which would be detrimental to the surrounding area.
7. The proposed use meets the intent and purpose of the City of Manistee's Zoning Ordinance insofar as the city specifically allows for the use of a Medical Marijuana Provisioning Center within the parameters of the Property.

Thank you for taking the time to review this application, both Mr. Hynes and Indica LLC, will be happy to provide to the City of Manistee any additional information which the city may require to assist in deciding this application. Please contact the undersigned via mobile phone at 248-320-9972 for further any comments, questions or concerns.

Very truly yours,

Seth P. Tompkins, Esq.

Pollicella Tompkins, PLLC
Attorneys for Robert Hynes and Indica LLC

*Business Transactions * Litigation * Labor & Employment * Regulatory Law*

4312 East Grand River, Howell, Michigan 48843

REAL ESTATE OWNER'S CERTIFICATE AND AUTHORIZATION

1. I am the owner of certain real estate located at 50 Arthur Street, Manistee, Michigan. (the "Real Estate")
2. I am presently in process of selling the Real Estate to Mr. Robert Hynes, on behalf of an limited liability company to be formed.
3. I have granted permission to Mr. Robert Hynes to act as my agent and to execute any and all documents required to make special land use permit applications and/or zoning and or licensing applications to the City of Manistee and State of Michigan with respect to the Real Estate to allow for the use of a Medical Marihuana Provisioning Facility in compliance with all municipal state laws and regulations, including the Medical Marihuana Facility Licensing Act
4. Authorization is limited to 35 days from date of signature.
Authorization is voided and revoked if purchase agreement dated May 03 2019 between Robert Hynes (purchaser) and Arthur Street Exchange LLC is not in good standing or Terminated.
This authorization shall not prevent future applications for same with City of Manistee and State of Michigan for this location should the purchase Agreement be terminated.
Authorization is non-transferable to other parties.

OWNER'S SIGNATURE


David Solberg, Member.
Arthur Street Exchange LLC

Date 6-27-19

Subscribed and sworn to before me on this 27 day of JUNE, 2019.

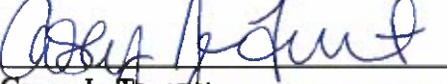

Casey Jo Tennant Notary Public, Manistee County, MI.
Commission expires 8/16/24

EXHIBIT C – INDICA, LLC PROVISIONING CENTER LICENSE

STATE OF MICHIGAN
Michigan Department of Licensing and Regulatory Affairs
P.O. BOX 30205
LANSING, MI 48909

INDICA LLC
1090 N Huron River DR
Ypsilanti, MI 48197

www.michigan.gov/medicalmarihuana

Bureau of Medical Marihuana Regulation
Department of Licensing and Regulatory Affairs
P.O. Box 30205
Lansing, MI 48909



This license is a revocable privilege granted by the State of Michigan and is not a property right. The possession of this license does not grant in the license any right, title, franchise, or other property interest. This license is exclusive to the above listed licensee. The attempted transfer, sale, or other conveyance of an interest of more than 1% in a license without prior board approval is grounds for suspension or revocation of this license.

Rick Snyder
GOVERNOR

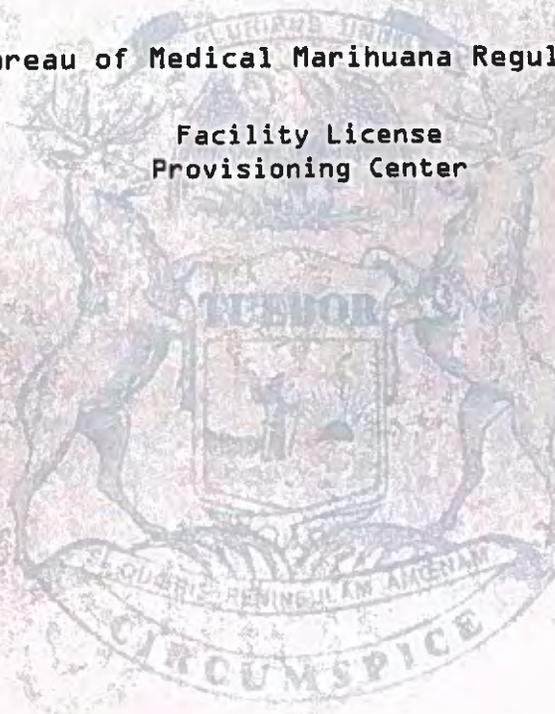
STATE OF MICHIGAN

N599508

Bureau of Medical Marihuana Regulation

Facility License
Provisioning Center

INDICA LLC
1090 N Huron River DR
Ypsilanti, MI 48197



LICENSE NUMBER
PC-000152

EXPIRATION DATE
11/8/2019

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

EXHIBIT D – PROPOSED LEASE

PROPERTY LEASE (Proposed Form for Manistee Application – Hynes/Indica LLC)

RECITALS

Tenant, as that term is defined herein, has (or will acquire) the rights to operate a Medical Marihuana Facility licensed business at the Premises, as that term is defined herein;

Whereas, the Landlord and Tenant are mutually desirous of entering into a lease agreement pursuant to the terms set forth herein.

Now therefore, this lease agreement (this "Lease") is made effective July 1, 2019, between **ROBERT HYNES**, on behalf of a limited liability company to be formed (the "Landlord") and **INDICA LLC**, a Michigan limited liability (the "Tenant") and the parties agree as follows:

(1) DESCRIPTION

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated at 50 Arthur Street, Manistee, Michigan (the "Premises").

(2) TERM, RENT, AND OPTIONS

The initial five (5) year term shall begin on July 1, 2019 and will end on June 30, 2024 (the "Initial Term"), the rent shall be assessed at a rate of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per month, and shall be a gross-lease and shall be inclusive of real estate insurance, taxes, and maintenance of common areas, all provided by the Landlord. It shall also include trash disposal and pick up services, provided by the Landlord. Notwithstanding the forgoing, rents shall not due or payable from the Tenant to the Landlord until the first of the month following the approval of the City of Manistee for Tenant to operate a Medical Marihuana Facility.

(3) DEFAULT

If Tenant shall default in any payment other than rent required to be paid by Tenant under the terms hereof, Landlord may make such payment, in which event the amount thereof shall be payable as rental to Landlord by Tenant on the next day together with interest at 5% per annum from the date of such payment by Landlord and on default in such payment Landlord shall have the same remedies as on default in payment of rent.

(4) ASSIGNMENT AND SUBLETTING

Tenant shall have the right to assign or sub-lease to entities commonly owned or operated by Tenant.

(5) TAXES

Landlord shall be responsible for the payment of all real estate taxes assessed against the Premises.

(6) BANKRUPTCY AND INSOLVENCY

Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then this lease may be canceled at the option to the Landlord, unless adequate assurance of performance is provided by Tenant to Landlord's satisfaction, and affirmation is in strict conformance with the Federal Bankruptcy Code.

(7) RIGHT TO MORTGAGE

Landlord reserves the right to subordinate this lease to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the premises and on the land and buildings of which the premises are a part upon any buildings hereafter placed upon the land of which the leased premises form a part. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages and hereby irrevocably appoint Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant. If Tenant is not in default under this lease, the foreclosure of a mortgage given by the Landlord shall not affect the Tenant's rights under this lease.

(8) USE AND OCCUPANCY

The premises shall be used and occupied for a Medical Marihuana Facility, and specifically a Provisioning Center, with all applicable zoning rights, and state and municipal licensing rights, together with permits, and for no other purpose without the written consent of Landlord and Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation or which will increase the existing rate of insurance upon the property or cause cancellation of insurance covering the property. On any breach of this agreement Landlord shall have the option, upon written notification to Tenant, to terminate this lease forthwith and reenter and repossess the leased premises.

The landlord and tenant agree that the landlord is aware and approves of the tenant's use of the property as a City of Manistee authorized Medical Marihuana Facility, as it presently exists, or as it may be expanded and amended under Michigan state law.

(9) INSURANCE

Tenant, at Tenant's expense, shall maintain public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as agreed to by the parties.

Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. Tenant shall also maintain business interruption coverage during the term of this lease.

To the maximum extent permitted by insurance policies, which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

(10) TENANT TO INDEMNIFY

Tenant agrees to indemnify, represent, defend and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause, unless said damages are caused by Landlord or its agent.

(11) REPAIRS AND ALTERATIONS/CARE OF PREMISES

Tenant will, at Tenant's expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements, fire, explosion or other casualty excepted. Tenant shall not make any alterations, additions or improvements to the premises without Landlord's written consent, which shall not be unreasonably withheld, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease.

Tenant shall at no time have any constructions or mechanics lien's placed on the building. Tenant can not at any time represent the Landlord as "agent /owner of the building" for any work in leased area after which prior written consent by Landlord has been authorized. Tenant shall at no time employ any contractor or worker to repair or improve the premises without Landlord's prior written approval, which shall be reasonable and expeditious. Furthermore, even with Landlord's approval, any contractor or worker to repair or improve the premises must execute a waiver of any and all lien rights that would be available in the case of nonpayment.

Tenant covenants and agrees that if the demised premises consist of only a part of a structure owned or controlled by Landlord, Landlord may enter the demised premises at reasonable times and install or repair pipes, wires, and other appliances or make any repairs deemed by Landlord essential to the use and occupancy of the other parts of Landlord's building.

Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under Tenant's control (including adjoining drives, streets, alleys or yard) clean and free from rubbish, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Paragraph 3 of this lease in the event of Tenant's failure to pay.

The Tenant shall at Tenant's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. Tenant agrees that it, nor any agents or assignees, will not use any type of fireworks or open flame for any reason on the premises without permission from the Fire Marshall, or an agent thereof.

(12) EMINENT DOMAIN

If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation, this lease shall, as to the part taken, terminate as of the date the condemner acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Landlord may at Landlord's option, terminate this lease as of the date the condemner acquires possession. In the event that the demised premises are condemned in whole or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, Tenant shall not be entitled to any part thereof except any amount awarded to Tenant for Tenant's trade fixtures or moving expenses.

(13) CONDITION OF PREMISES

Tenant acknowledges that Tenant has examined the leased premises prior to the making of this lease, and know the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or Landlord's agent, which are not herein expressed, and Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease (AS IS).

If there is any damage or loss to the premises that is covered by Landlord or Tenant's insurance, then the damage shall be repaired from insurance proceeds. In the event that there is damage or loss that is not protected by either party's insurance coverage, the Tenant shall be responsible for all areas of the premises that are actually occupied by the Tenant. In the event that there is damage or loss that is not protected by either party's insurance coverage, Landlord shall be

responsible for repairing all structural and unoccupied space, including but not limited to in-wall water, gas, sewer or steam pipes.

(14) RE-RENTING

Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, Landlord may show the premises to prospective purchasers or tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual "TO RENT" or "FOR SALE" signs.

(15) HOLDING OVER

It is hereby agreed that if Tenant holds over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

(16) GAS, WATER, HEAT & ELECTRICITY

Tenant shall promptly pay all charges made against the leased premises for gas, water and electricity during continuance of this lease, as the charges become due. Tenant is required to have utility bills placed in their name on or before the execution of this lease.

(17) ACCESS TO PREMISES

Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. Landlord shall give notice to Tenant and Tenant may be present during inspection of premises at any time when the business is closed to the public. When the business is open to the public, Landlord may enter the premises without notice to Tenant. If landlord deems any repair necessary Landlord may demand that Tenant make them and if Tenant refuses or neglects to commence such repairs and complete them with reasonable dispatch Landlord may make such repairs or cause them to be made and shall not be responsible to tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if Landlord makes such repairs or causes them to be made Tenant agrees that Tenant will forthwith on demand pay to Landlord the cost thereof with interest 5% per annum, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Paragraph 3 hereof.

(18) RE-ENTRY

In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the tenant and each and every occupant to remove and put out.

(19) QUIET ENJOYMENT

Landlord covenants that Tenant, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term.

(20) EXPENSES/DAMAGES/RE-ENTRY

If Landlord shall, during the period covered by this lease, obtain possession of the premises by reentry, summary proceedings, or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the premises, and also all expenses and commissions which may be paid for the letting of the premises, and all other damages.

(21) REMEDIES NOT EXCLUSIVE

It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

(22) WAIVER

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

(23) DELAY OF POSSESSION

If Landlord is unable to deliver possession of the premises at the commencement thereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or avoidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this lease if not delivered within 30 days of the commencement of the term hereof.

(24) NOTICES

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid or to Landlord, at Attn: Seth P. Tompkins, Esq., Pollicella Tompkins, PLLC, 4312 E Grand River, Howell, Michigan 48843, or at such other place as may be designated by the parties from time to time.

(25) HAZARDOUS SUBSTANCES

Tenant shall not use, store, or dispose of any hazardous substance upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.

(26) SURRENDER OF THE PREMISES

Surrender of the premises, Tenant shall surrender the premises to the Landlord when the lease expires, broom cleaned, and in the same condition as on the commencement date, except for normal wear and tear.

(27) CONDITIONS PRECEDENT

The City of Owosso's approval of the Tenant to operate a Medical Marijuana Facility is a condition precedent to the enforcement of any terms of this Lease.

(28) PAYMENT OF SALES TAX AND EMPLOYMENT TAXES

Tenant shall pay all employment taxes and sales tax for the business to be operated on the premises. Tenant will provide written verification of payment of these taxes to Landlord quarterly throughout the term of the lease.

(29) MEDICAL MARIHUANA FACILITY LICENSE

Tenant agrees that the Medical Marihuana Facility license shall remain at the Premises during the term of this Lease, subject to the State of Michigan's approval.

(30) SALE OF BUSINESS

Tenant shall have the right to sell or otherwise convey the business located on the premises upon written approval by Landlord, which shall not be unreasonably withheld. Landlord agrees to approve any prospective purchaser if reasonable under the circumstances. Landlord may request documentation from a prospective purchaser regarding the issues of finances, experience and character. Failure of a prospective purchaser to provide the requested documentation will allow Landlord to reasonably disapprove of the prospective buyer. In the event that Landlord objects to any potential buyer, he shall indicate in writing the reasons for the objection and provide a copy to Tenant.

If Tenant sells or otherwise conveys the business located on the leased premises, the new buyer shall maintain all state and municipal permits and licenses in order to operate as a Medical Marijuana Facility.

(31) BROKERS

Both Landlord and Tenant agree that there are no real estate brokers involved in this lease and no commissions are due from either side to any third parties.

(32) ACCELERATION

Should Tenant fail to perform under this lease or any part thereof, Landlord immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant shall be removed. A proper notice of forfeiture, giving Purchaser at least thirty (30) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Tenant, as provided by statute, prior to institution of any proceedings to recover possession of the land.

If proceedings are taken to enforce this contract by equitable action, after purchaser shall have been in default for a period of sixty (60) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

[TBD], LLC

A handwritten signature in black ink that reads "Robert Hynes". The signature is written in a cursive style and is positioned above a horizontal line.

By: Robert Hynes

Its: Manager/Member

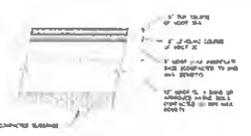
TENANT:

INDICA LLC

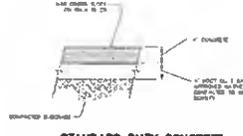
By: Jacob Abraham

Its: Manager/Member

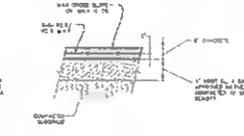
EXHIBIT E – SITE PLANS



A7 STANDARD DUTY BITUMINOUS PAVEMENT
SCALE: 1/8\"/>



C9 STANDARD DUTY CONCRETE WALKWAY/PAVEMENT
SCALE: 1/8\"/>



C10 HEAVY DUTY CONCRETE WALKWAY/PAVEMENT
SCALE: 1/8\"/>



M18 MISCELLANEOUS CROSSWALK STRIPING
REF TO PLAN

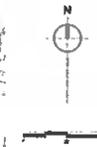


M21 MISCELLANEOUS BARRIER FREE SYMBOL
REF TO PLAN

- SITE LAYOUT NOTES**
1. MARK EXISTING PROPERTY LINES
 2. NOTES TO LAYOUTS MUST BE PLACED IN CONFORMITY WITH THE PLAN, AND MUST BE PLACED IN THE MARGIN OF THE PLAN TO THE RIGHT OF THE PLAN.
 3. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

SITE LAYOUT LEGEND

CONCRETE BAR & STRIPS	(Symbol)
CONCRETE WALKWAY/PAVEMENT	(Symbol)
BITUMINOUS PAVEMENT	(Symbol)
STANDARD DUTY BITUMINOUS PAVEMENT	(Symbol)
HEAVY DUTY BITUMINOUS PAVEMENT	(Symbol)
STREET LIGHT	(Symbol)
STREET SIGN	(Symbol)
STREET LIGHT SIGN	(Symbol)
STREET LIGHT SIGN (TO BE PLACED TO THE RIGHT OF THE SIGN)	(Symbol)
STREET LIGHT SIGN (TO BE PLACED TO THE LEFT OF THE SIGN)	(Symbol)



SITE DATA

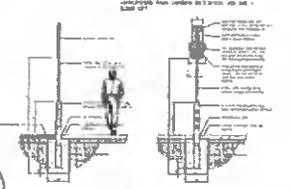
DATE: 07/15/10
 PROJECT: 2180448
 SHEET: 2 OF 5
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 APPROVED BY: J. B. BROWN
 PROJECT LOCATION: 50 ARTHUR STREET, NEWTON, MA 02459
 PROJECT OWNER: BOSTON UNIVERSITY
 PROJECT DESCRIPTION: BARRIER FREE PARKING SPACE LAYOUT

SITE LAYOUT KEY

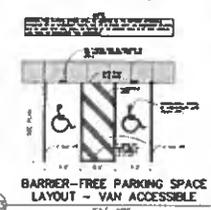
1. STANDARD DUTY BITUMINOUS PAVEMENT	SEE PLAN
2. HEAVY DUTY BITUMINOUS PAVEMENT	SEE PLAN
3. CONCRETE WALKWAY/PAVEMENT	SEE PLAN
4. CONCRETE BAR & STRIPS	SEE PLAN
5. MISCELLANEOUS CROSSWALK STRIPING	SEE PLAN
6. MISCELLANEOUS BARRIER FREE SYMBOL	SEE PLAN
7. STREET LIGHT	SEE PLAN
8. STREET SIGN	SEE PLAN
9. STREET LIGHT SIGN	SEE PLAN
10. STREET LIGHT SIGN (TO BE PLACED TO THE RIGHT OF THE SIGN)	SEE PLAN
11. STREET LIGHT SIGN (TO BE PLACED TO THE LEFT OF THE SIGN)	SEE PLAN

SITE SUMMARY QUANTITIES

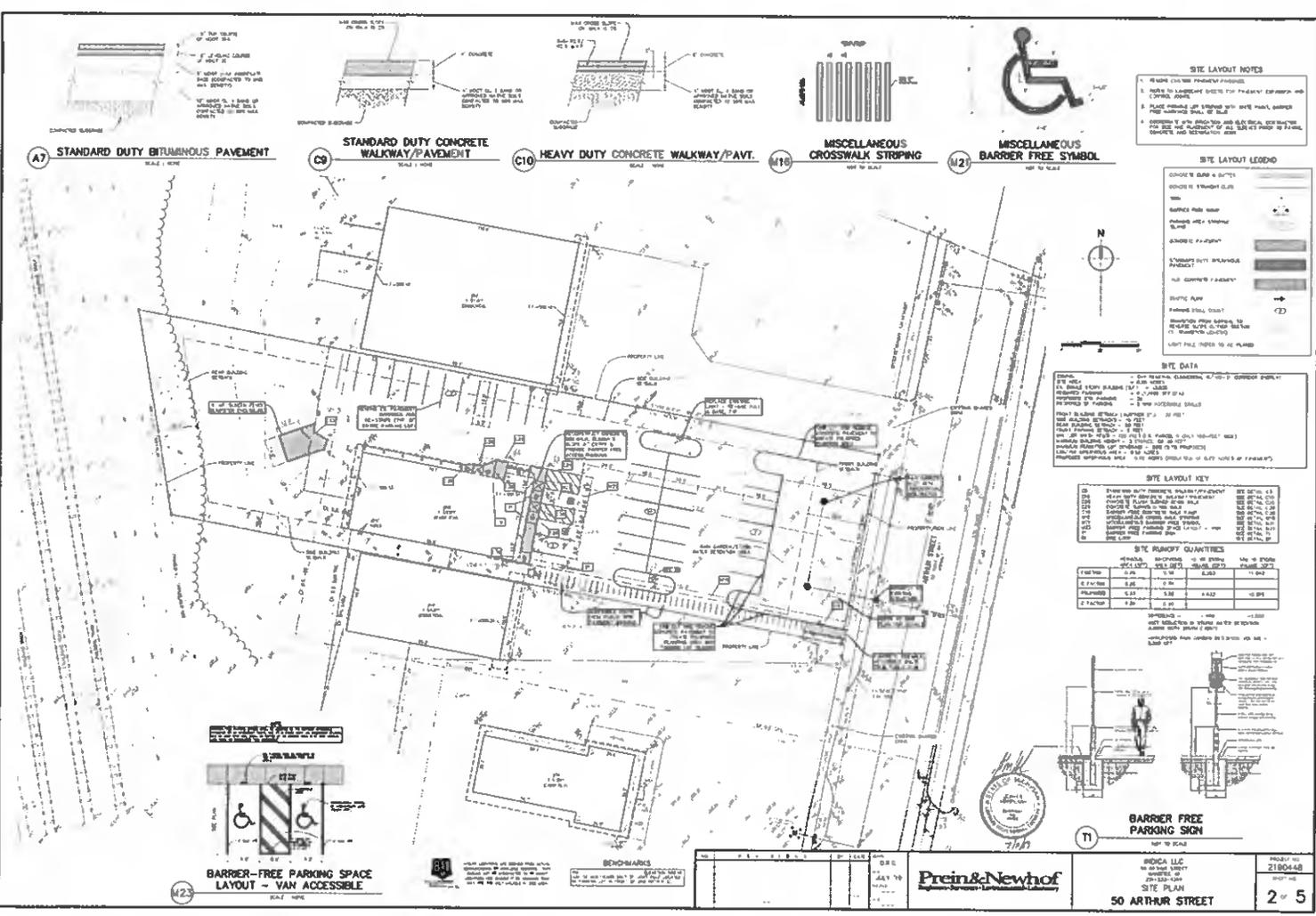
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	STANDARD DUTY BITUMINOUS PAVEMENT	1,200	SQ. YD.
2	HEAVY DUTY BITUMINOUS PAVEMENT	1,200	SQ. YD.
3	CONCRETE WALKWAY/PAVEMENT	1,200	SQ. YD.
4	CONCRETE BAR & STRIPS	1,200	LINEAL FT.
5	MISCELLANEOUS CROSSWALK STRIPING	1,200	LINEAL FT.
6	MISCELLANEOUS BARRIER FREE SYMBOL	1,200	SYMBOLS
7	STREET LIGHT	1,200	UNITS
8	STREET SIGN	1,200	UNITS
9	STREET LIGHT SIGN	1,200	UNITS
10	STREET LIGHT SIGN (TO BE PLACED TO THE RIGHT OF THE SIGN)	1,200	UNITS
11	STREET LIGHT SIGN (TO BE PLACED TO THE LEFT OF THE SIGN)	1,200	UNITS



TT BARRIER FREE PARKING SIGN
SCALE: 1/8\"/>



M22 BARRIER-FREE PARKING SPACE LAYOUT - VAN ACCESSIBLE
SCALE: 1/8\"/>



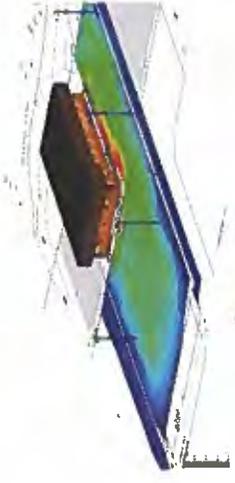
Prein & Newhof
Professional Engineers
100 STATE STREET, SUITE 200
NEWTON, MASSACHUSETTS 02459
TEL: 617.552.1100
WWW.PREINANDNEWHOF.COM

PROJECT NO.	2180448
SHEET NO.	2 OF 5
DATE	JULY 19, 2010
PROJECT LOCATION	50 ARTHUR STREET, NEWTON, MA 02459
PROJECT DESCRIPTION	BARRIER FREE PARKING SPACE LAYOUT

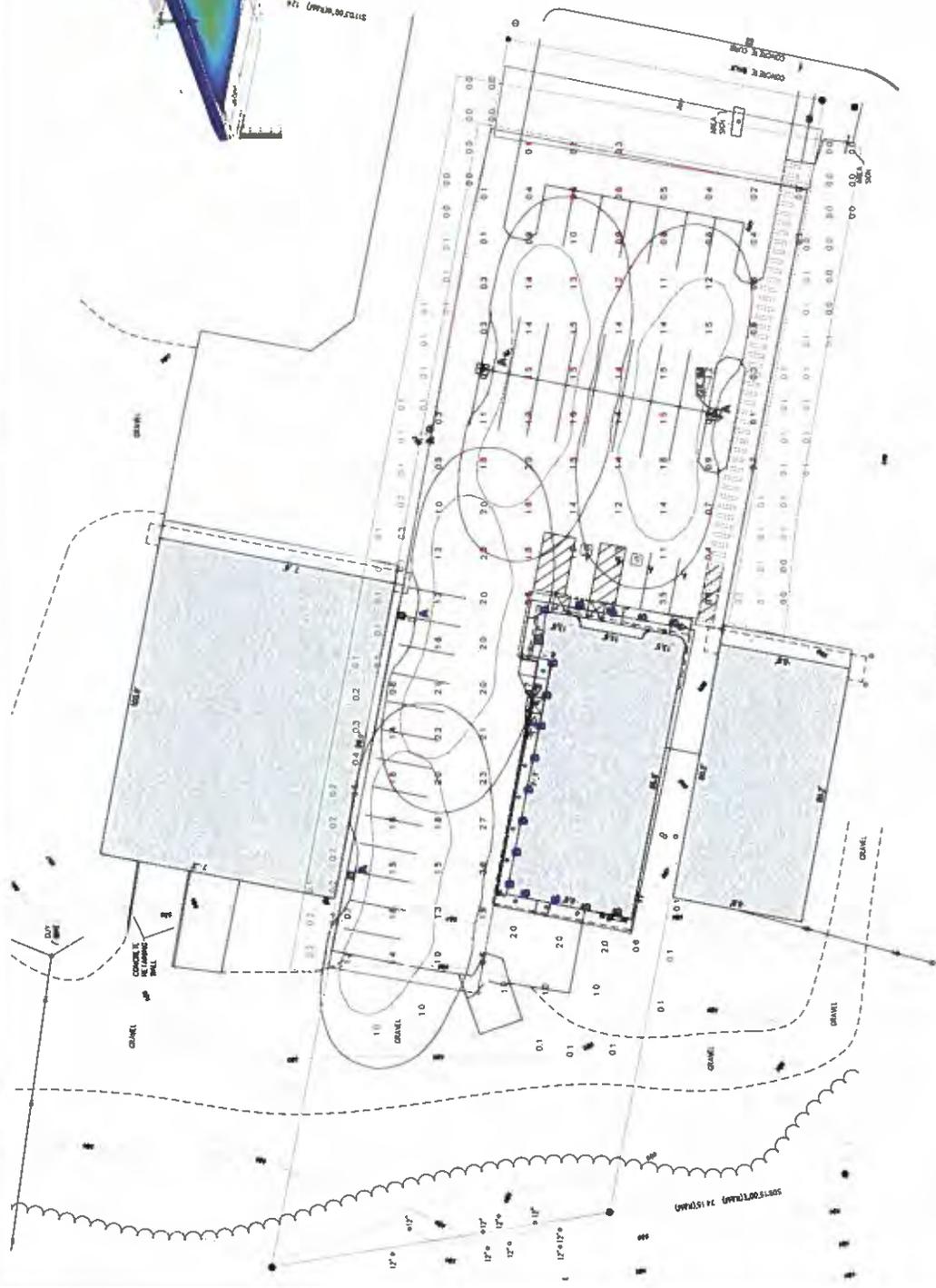
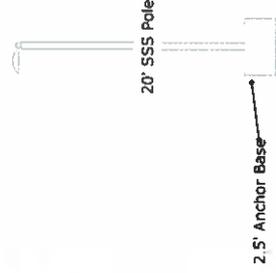
This Drawing is not a Construction Document
Ratified for Design
Purposes Only

INDICA LLC
50 ARTHUR STREET
MANISTEE, MI
231-233-4299

50 ARTHUR STREET
SITE LIGHTING PLAN



This site lighting will comply with the City zoning ordinance



Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Footcandle	FC	1.45	15.5	0.0	N/A	N/A
Footcandle	FC	0.15	0.5	0.0	N/A	N/A

Item	Quantity	Unit	Notes
1	1	20' SSS Pole	
2	1	2.5' Anchor Base	



DOUBLE FACE MONUMENT SIGN
 EXTERNAL LED SLIM FLOOD LIGHTING
 ALUMINUM CABINET WITH POLE COVER/REVEAL/RADIUS CORNERS
 PAINT: 3 COLORS MAPS POLY
 PSA DIGITAL GRAPHICS WITH LAMINATE
 INSTALL ON EXISTING ANCHOR BOLTS
 REMOVE AND DISPOSE OF EXISTING SIGN



VECTOR LOGO ART REQUIRED FOR FINAL PRODUCTION



DATE: 6-27-19 ACCOUNT EXECUTIVE: TEA
 DRAWING SCALE: 1/2" = 1' GRAPHICS BY: W. BIALIK
 FILENAME: 016800 Monument Sign
 N:\Customer\p-25\Sticky P\1016800 Monument Sign

PANTONE COLOR MATCHING
 PMS: AS SHOWN

3M PSA FILM MATCHING
 PREMIUM TRANSLUCENT
 PGL LAMINATE

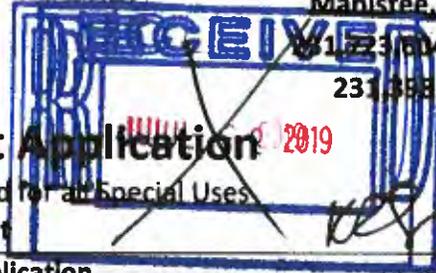
VER 1

AMOR SIGN STUDIOS, INC. reserves the exclusive right to bid on illustrated design. This design/illustration is protected by U.S. Federal Copyright Laws. Reproduction in all or part is STRICTLY FORBIDDEN.



ACCEPTED
JUL 11 2019

Planning & Zoning
395 Third Street
Manistee, MI 49660
231.388.6041 (phone)
231.388.3526 (fax)



Special Use Permit Application
A Detailed Site Plan is required for all Special Uses.
Please Print

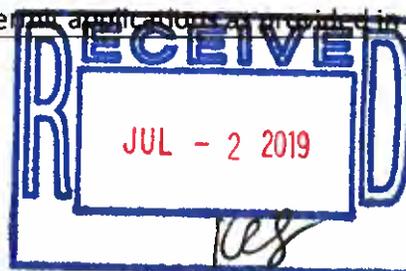
Submission of Application		
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness.</i> Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</p>		
Property Information		
Address: 74 ARTHUR ST	Parcel # 51-101-275-02	
Applicant Information		
Name of Owner or Lessee: PAUL Adamski		
Address: 5915 TOMPKES RD		
Phone #: 231 510 7887 Cell#: 231 510 7887 e-mail: kreverjohnson@yahoo.com		
Name of Agent (if applicable):		
Address:		
Phone #:	Cell#:	e-mail:
Data Required/Project Information		
Land Area:	Zoning Classification:	
Present/proposed Land Use:		
Attach a Detailed Narrative for the following		
<input type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.	
<input type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.	
<input type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.	
<input type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.	

PAID

Special Use Permit Application/Detailed Site Plan

JUL 22 2019

Edward Bradford
CITY TREASURER



Additional Information		
<p>Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2, an environmental assessment as required by Section 2203, E, 1, a market study as required by Section 2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.</p>		
<p>Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C.</p>		
<p>Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.</p>		
<p>Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.</p>		
<p>Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F.</p>		
<p>Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.</p>		
<p>Transfers. Transfers shall be handled in accordance with Section 1801.H.</p>		
<p>Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:</p> <ol style="list-style-type: none"> 1. If replaced or superseded by a subsequent permitted use or Special Use permit. 2. If the applicant requests the rescinding of the Special Use permit. 3. If a condition of approval included stipulation to expire the Special Use permit by a certain date. 4. If the use is abandoned, moved or vacated for a period of one year. 		
<p>Violations. Violations shall be handled in accordance with Section 1801.J.</p>		
Authorization		
<p>CERTIFICATION AND AFFIDAVIT: The undersigned affirm(s) that he/she/they is/are the <input checked="" type="checkbox"/> owner, <input type="checkbox"/> leasee, <input type="checkbox"/> owner's representative, <input type="checkbox"/> contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27.</p>		
Signature: 		Date: <u>7-2-19</u>
Signature: _____		Date: _____
<p><i>If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.</i></p>		
<p><input checked="" type="checkbox"/> By checking this box permission is given for Planning Commission Members to make a site inspection if desired.</p>		
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:</p>		
Office Use Only		
Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -

City of Manistee Planning and Zoning

Re: Special Use Permit Application

I Paul Adamski am seeking a special use permit to operate a recreational marihuana retailer facility at 74 Arthur Street, Manistee Michigan 49660. I am the owner of 74 Arthur Street, Manistee Michigan 49660. My Family has owned and operated a business at this location since 1974, I currently run a storage facility. The property currently sees high traffic, as customers come and go all day without any negative impact. I believe my parcel is a perfect fit for this proposed use. The property has mature trees and landscaping, as well as sits back from the road, making it less visible from the highway.

The property is zoned in the approved zoning area for the special use permit. The number of parking spaces is 4 and the square footage of the building is 1,500 square feet. The proposed use will not affect adjacent/nearby property and is, therefore suitable. The property is located in a thriving area and does have reasonable economic use as currently zoned. The proposed use will have no effect on the existing streets, transportation facilities, and utilities. The proposed use will have no effect on schools.

The name of the proposed marihuana retail will be Lake Effect, which is operated by The Lake Effect Group currently licensed by the State of Michigan.

As a local business owner I look forward to continue to provide and give back to the community. I appreciate your consideration of this special use permit.

Sincerely,

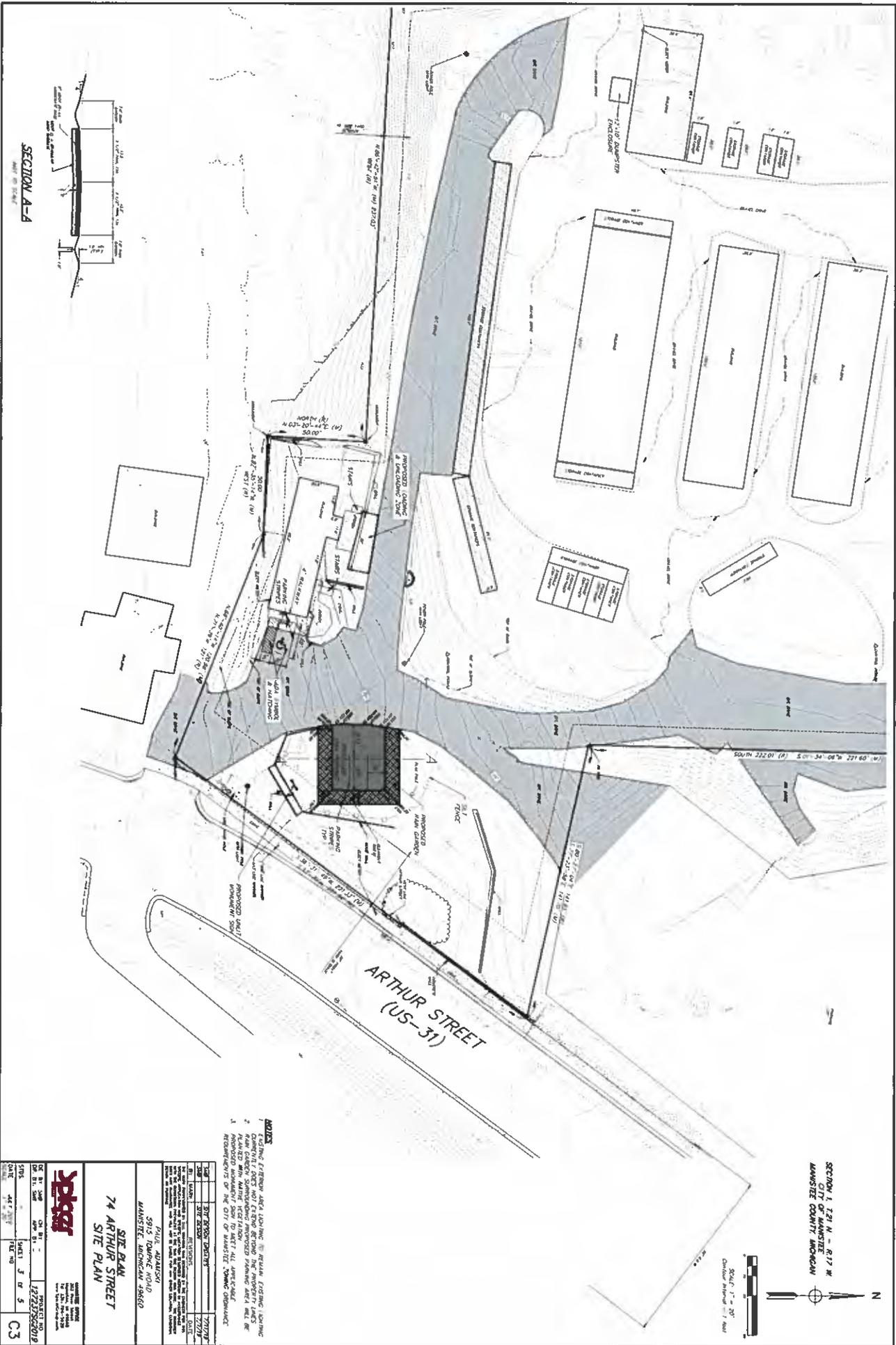
A handwritten signature in black ink, appearing to read 'Paul Adamski', written in a cursive style.

Paul Adamski

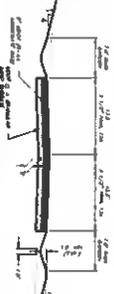


Sign shall conform to City of Manistee zoning regulations

Sign to be constructed of brick masonry



SECTION A-A
DATE: 01/20/18



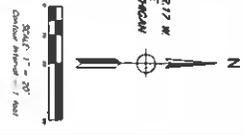
DATE	01/20/18	FILE NO	127237552018
BY	DAVID J. ADAMS	SHEET	3 OF 5
CHECKED BY	DAVID J. ADAMS	PROJECT NO.	C3

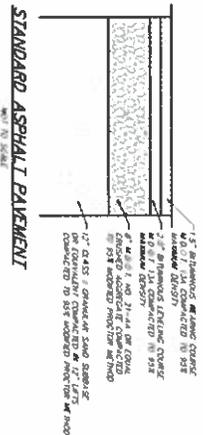
DAVID J. ADAMS
74 ARTHUR STREET
SITE PLAN

NO.	DATE	DESCRIPTION
1	01/20/18	ISSUED FOR PERMITTING
2	01/20/18	ISSUED FOR PERMITTING
3	01/20/18	ISSUED FOR PERMITTING

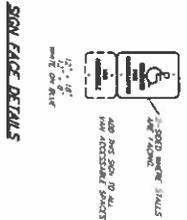
NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

SECTION 1, T21 N - R17 W
 CITY OF MANISTEE
 MANISTEE COUNTY, MICHIGAN

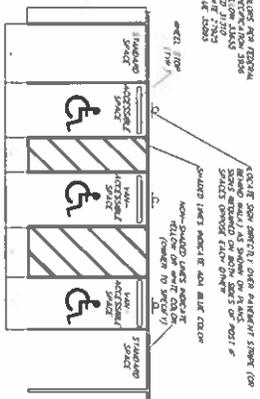




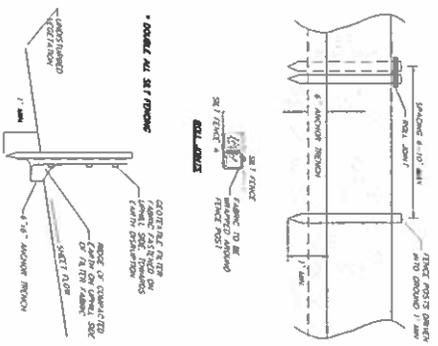
STANDARD ASPHALT PAVEMENT
NOT TO SCALE



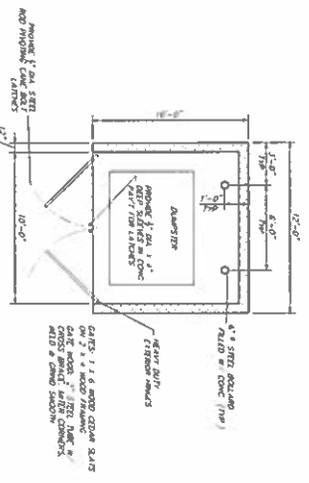
SIGN FACE DETAILS
NOT TO SCALE



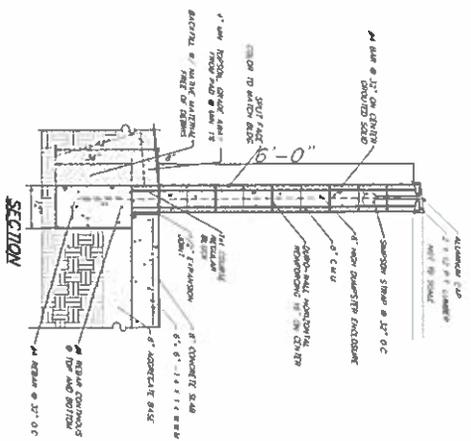
PARKING SPACES DETAIL
NOT TO SCALE



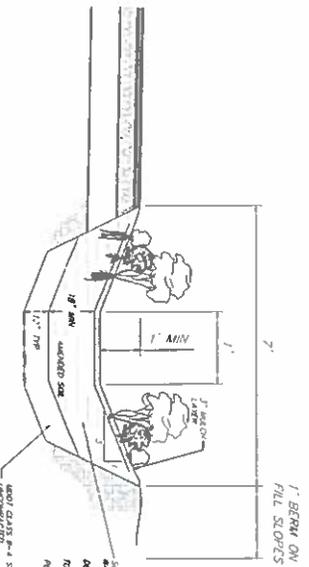
SIGN EDGE DETAIL
NOT TO SCALE



PLAN
DUMPISTER ENCLOSURE
NOT TO SCALE



SECTION



TYPICAL RAIN GARDEN
CROSS-SECTION

DATE	2018	BY	PAUL ADAMS
SCALE	AS SHOWN	PROJECT NO.	12221250019
MOSES & DETMERS 74 ARTHUR STREET SITE PLAN			
PAUL ADAMS 5915 TOWNE ROAD MANHATTAN, MICHIGAN 49860			
MOSES & DETMERS 74 ARTHUR STREET MANHATTAN, MICHIGAN 49860 TEL: 517.333.3333 FAX: 517.333.3333 WWW.MOSES-DET.com			



ACCEPTED
JUL 19 2019

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses
Please Print

Submission of Application	
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness.</i> Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</p>	
Property Information	
Address: 214 Arthur St. Manistee, MI 49660	Parcel # 51-174-708-05
Applicant Information	
Name of Owner or Lessee: FIRST PROPERTY HOLDINGS ,LLC	
Address: 11530 E. 10 MILE RD WARREN, MI 48089	
Phone #: 248-884-0609	Cell#: 248-884-0609 e-mail: Nikko1014@yahoo.com
Name of Agent (if applicable): Nasem Issak	
Address: 11530 E 10 MILE RD WARREN, MI 48089	
Phone #: 248-884-0609	Cell#: 248-884-0609 e-mail: Nikko1014@yahoo.com
Data Required/Project Information	
Land Area: 0.67 Acre	Zoning Classification: C-1
Present/proposed Land Use: Dog Grooming / Medical Marihuana Provisioning	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

PAID

Edward Bradford
CITY TREASURER

Additional Information

Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by **Section 2203, E, 2**, an environmental assessment as required by **Section 2203, E, 1**, a market study as required by **Section 2203, E, 3**, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.

Special Use review procedures. An application for Special Use Approval shall be processed in accordance with **Section 1801.C**.

Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with **Section 1801.D**.

Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.

Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with **Section 1801.F**.

Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with **Section 2208** may be made to an existing Special Use permit with the approval of the Zoning Administrator.

Transfers. Transfers shall be handled in accordance with **Section 1801.H**.

Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:

1. If replaced or superseded by a subsequent permitted use or Special Use permit.
2. If the applicant requests the rescinding of the Special Use permit.
3. If a condition of approval included stipulation to expire the Special Use permit by a certain date.
4. If the use is abandoned, moved or vacated for a period of one year.

Violations. Violations shall be handled in accordance with **Section 1801.J**.

Authorization

CERTIFICATION AND AFFIDAVIT:

The undersigned affirm(s) that he/she/they is/are the owner, leasee, owner's representative, contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in **Article 27**.

Signature: _____ Date: 7-8-19
 Signature: _____ Date: _____

If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.

By checking this box permission is given for Planning Commission Members to make a site inspection if desired.

Yes No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferrals for this proposed project. If Yes, explain:

Office Use Only

Fee: <input type="checkbox"/> \$750.00	<input type="checkbox"/> \$ _____ Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -

FIRST PROPERTY HOLDINGS

SITE ADDRESS:
214 ARTHUR ST
MANISTEE, MI

July 5, 2019

The special use is for a Medical Marijuana Provisioning Center on 214 Arthur Street on the north end of the City of Manistee. The location is ideal for the said use with regards to the property being over 3,000 feet away from the nearest church organization, and over 7,000 feet away from the nearest School. (See proximity/buffer location map plan)

There will be no additional effect expected on emergency services, other than the normal police patrol that is currently in place. The nearest school is over 7,000 feet southerly of the proposed location. This site is an existing site with an existing parking lot and storm sewer system, sanitary sewer lead, and a water lead in place. There is no change in traffic circulation patterns. The site will generate additional traffic volume, but nothing to excessive.

There will be no significant adverse impact to the neighboring/adjacent properties. This is an existing site with an existing building, parking lot, and approaches. We will be enhancing the property with additional landscaping (trees and bushes). No excessive noise will be produced with the proposed site use, and no additional environmental impacts, other than currently exists on the premises.

See the accompanying plans for additional information and notes that address the requirements for approval of a medical marijuana provisioning center special land use permit on 214 Arthur street.

Thank you.
Nasem Issak
First Property Holdings LLC

TECHNICAL MEMORANDUM

Date: July 8, 2019

To: First Property Holdings

From: Tammi Czewski, P.E., PTOE
Traffic Analysis & Design, Inc.

Subject: **Provisioning Center Traffic**
214 Arthur Street, Manistee, MI

This technical memorandum was prepared to identify the estimated traffic volumes and traffic patterns for the proposed provisioning center at 214 Arthur Street in Manistee, Michigan. As shown on Figure 1, the address is located along a commercial and residential section of U.S. Highway 31 (Arthur Street), which runs along the northwest section of Manistee Lake. Development on the west side of Arthur Street includes hotels, restaurants and small retail uses; development on the east side of Arthur Street includes multi-family housing and marinas fronting Manistee Lake. There is no direct access between the development site and the hotels or multi-family housing areas.

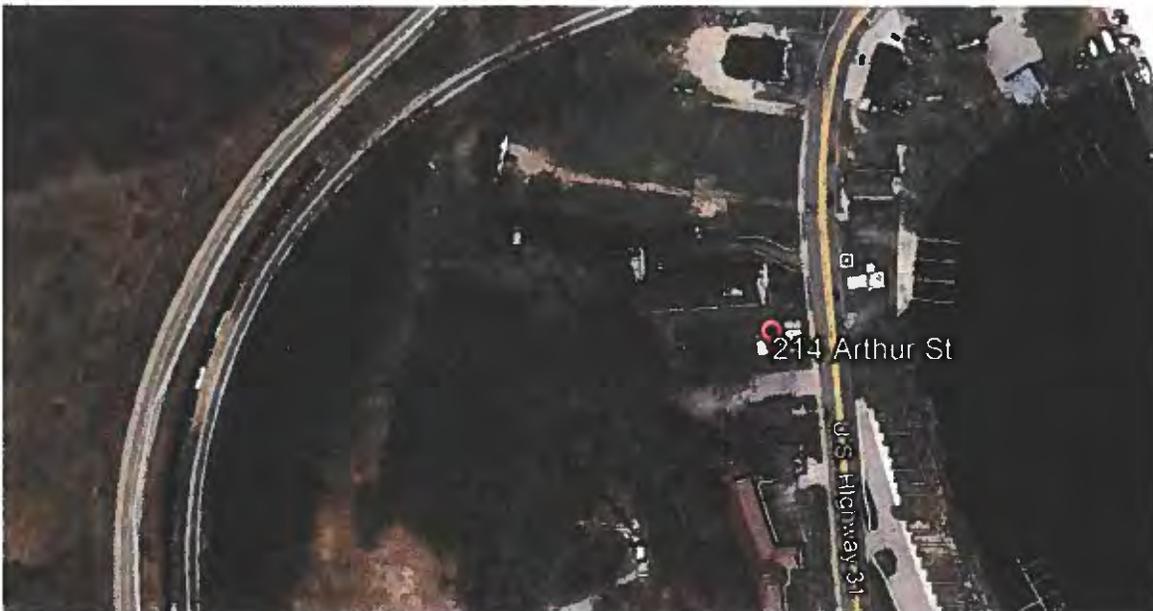


Figure 1. Provisioning Center Location

Arthur Street, which is also designated as U.S. Highway 31 near the proposed site, is classified as a Major Arterial. This segment of Arthur Street has a four-lane cross-section (two through lanes in each direction) and a 40-mph posted speed limit. The daily traffic was recorded as 16,180 in 2017.

An 1,800-square foot building currently used as a dog grooming business occupies the site. It is proposed that this site be converted to a provisioning center with a maximum of 35 patients per day. Hours of operation are expected to be from 9:00 a.m. to 8:00 p.m., Monday through Sunday. The site currently has two driveways to Arthur Street. One driveway is located on the north side of the building and loops around to connect with the parking area and driveway located on the south side of the building.

The Institute of Transportation Engineer's *Trip Generation Manual, 10th Edition* publishes trip rates for Marijuana Dispensary (ITE land use #882), but these rates were based on recreational-use facilities in Colorado and Oregon. These recreational-use facilities likely generate a larger number of trips than medical-use facilities/provisioning centers in Michigan since provisioning centers are based on a smaller set of state-registered patients rather than the general public at-large. For this reason, trips for the proposed provisioning center were based on the maximum number of patients served per day rather than on national trip rates using building square feet.

Weekday and peak hour trips estimated for the proposed provisioning center are shown in the table below. As a comparison, trips were also estimated for the dog grooming business that is currently on site. The dog grooming business trip rates were based on ITE rates for land use #918 (hair salon), as it most closely resembles the customer traffic pattern and business type to dog grooming.

Trip Generation Table

Land Use	ITE Code	Size	Weekday Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Proposed Use									
Provisioning Center	**	35 Patients	70	0 (50%)	0 (50%)	0	3 (50%)	3 (50%)	6
Existing Use									
Hair Salon (Dog Grooming)	918	1,800 SF	N/a	2 (83%)	0 (17%)	2 (1.21)	1 (17%)	2 (83%)	3 (1.45)
Net New Trips				-2	0	-2	2	1	3

**Estimated trips based on projected numbers of max daily patients and estimated operating hours.

Based on patient data provided to TADI, there are expected to be approximately 35 customers/visitors per day at this site. Each person is assumed to arrive and depart separately (not in groups), resulting in about 70 total trips per day. Using the same peak hour-to-daily trip ratios for an 1,800-square foot building as developed for land use #882 (1.1% in the AM peak hour and 8.6% in the PM peak hour), the proposed provisioning center is expected to generate zero trips during the weekday AM peak hour and six trips during the weekday PM peak hour.

Based on the building size, the existing dog grooming business on site is estimated to generate about two trips during the weekday AM peak hour and three trips during the weekday PM peak hour. Comparing the estimated trips, the proposed provisioning center is therefore expected to generate about two fewer weekday AM peak hour trips and only three additional PM peak hour trips than the dog groomer business.

Based on the estimated trip generation, the proposed provisioning center is expected to generate a very low number of additional trips. These trips are not expected to significantly impact traffic operations (delays or queues) along Arthur Street.

SIGN PLAN - 214 ARTHUR



Replacing face for existing monument sign

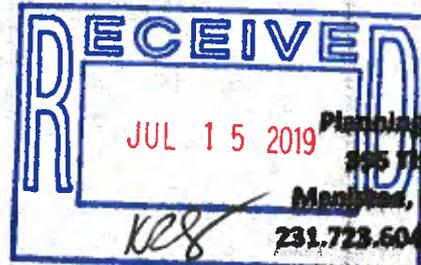


Replacing face for existing mounted box sign





ACCEPTED
JUL 15 2019



Planning & Zoning
795 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses
Please Print

Submission of Application	
Applications must be submitted 30 days prior to the meeting for review for completeness. Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until property prepared and submitted and all required fees and escrow payments paid in full.	
Property Information	
Address: 24 Arthur St.	Parcel # 5114670909
Applicant Information	
Name of Owner or Lessee: Urban Roots Detroit, LLC	
Address: 30301 Orchard Lake, Suite 220, Farmington Hills, MI 48334	
Phone #:	Cell#: 248-939-1444 e-mail: hindo.chris@gmail.com
Name of Agent (if applicable): Amers Hinds	
Address:	
Phone #:	Cell#: 248-939-1444 e-mail: hindo.chris@gmail.com
Data Required/Project Information	
Land Area: 7859.5964	Zoning Classification: C 1
Present/proposed Land Use: Provisionary Center - Recreational and/or Medical, MILRO	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

Special Use Permit Application/Detailed Site Plan

PAID Page 1 of 3

JUL 22 2019

Edward Bradford
CITY TREASURER

Additional Information

Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2, an environmental assessment as required by Section 2203, E, 1, a market study as required by Section 2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.

Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C.

Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.

Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.

Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F.

Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.

Transfers. Transfers shall be handled in accordance with Section 1801.H.

Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:

1. If replaced or superseded by a subsequent permitted use or Special Use permit.
2. If the applicant requests the rescinding of the Special Use permit.
3. If a condition of approval included stipulation to expire the Special Use permit by a certain date.
4. If the use is abandoned, moved or vacated for a period of one year.

Violations. Violations shall be handled in accordance with Section 1801.J.

Authorization

CERTIFICATION AND AFFIDAVIT:

The undersigned affirm(s) that he/she/they is/are the owner, leasee, owner's representative, contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27.

Signature: Amanda Huetts Date: 7-2-19

Signature: _____ Date: _____

If applicant is incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.

By checking this box permission is given for Planning Commission Members to make a site inspection if desired.

Yes No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferrals for this proposed project. If Yes, explain:

Office Use Only

Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Date: June 5, 2019

Addressee: Urban Roots Detroit, LLC

Address: 6560 Orchard Lake Road
West Bloomfield, MI 48322

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on June 5, 2019 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Andrew Brisbo, Executive Director
Marijuana Regulatory Agency
Michigan Department of Licensing and Regulatory Affairs

July 8, 2019

City of Manistee
395 Third St. Manistee, Mi. 49660
Attn: Planning & Zoning Departments

Re: Project at 24 Arthur St. Manistee, MI
Proposed special land use – Marijuana Provisioning Center

Dear Sir/Madam:

The above-mentioned property is located in the Marijuana sales overlay district in Manistee, MI. We do not believe the proposed use will have any significant or substantial effect on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes. We are proposing a retail establishment.

The premises shall have adequate storage space for marijuana and will be stored in a secure storage room along with adequate surveillance and accessibility only to specified employees. For odor control, the premises will use a closed loop/non-exhaust system in order to keep CO2 and odors inside the facility. Tube carbon filters will be used for mitigation of the odors. The bulk of the inventory will be kept in jars which will contain odor. The City of Manistee's noise regulations will be upheld in the facility (no music playing on speakers inside/outside of the facility). The ambient sound levels of the building will be monitored in order to design goals for facility-generated sound at nearby sensitive receptors.

We plan on attending meetings with City Council Members to hold discussions on the appropriateness of the facility, serving local patients, and about potential policy concerns and changes in the community. We will hold neighborhood conversations at City hall meetings to address any/all potential concerns about the facility and how to make changes that best suit the community. We shall also send out neighborhood mailers to residents within 500 feet of the facility listing contact information for the residents to address any concerns.

Our goal and intent to this project is aid in the physical attributes of the existing buildings and site which will enhance the area both environmentally and architecturally. Each of the building's design will incorporate physical amenities which will also promote a friendly interaction between the retail areas and its customers and the surrounding neighbors.

Most of the site has been developed already. Our goal is to reshape and enhance the properties were feasible and meet all the current standards of the City zoning ordinance.

This will be achieved through the following outline of our intended scope of work:

- Renovated the exteriors of the buildings that will be retained with durable exterior material such as stone veneer, brick and synthetic siding.

- Remove portions of buildings that are eyesores such as billboard signage, roofing canopies and areas where the materials detract from the overall appearance.
- Retain any historic or preserve significant buildings such as 24th Arthur St. where possible.
- Introduce significant greenbelt with landscaping along the street frontage.
- Minimize the parking and add internal site landscaping within the parking areas and adjacent properties.
- Add appropriate exterior lighting with cut off-luminaries
- Provide amenities such as environmental seating areas, with benches, bike racks and landscape planters at strategic locations
- Provide signage control by replacing building signage with ground signs where possible, removing billboards and other eyesores.
- Add attractive additions or buildings where the existing building has little value

Implementing the above features to this renovation project will have a positive impact to the area.

Since these sites are already developed, by removing pavement where possible and adding landscaping will enhancing the physical environment will aid in its preservation and anticipate only a positive effect to the area.

Sincerely,

Amera Hindo

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/20

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

URBAN ROOTS DETROIT LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

PROVISIONING CENTER

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: AMERA HINDO
2. Street Address: 30201 ORCHARD LAKE ROAD SUITE 220
Apt/Suite/Other:
City: FARMINGTON HILLS
State: MI Zip Code: 48334
3. Registered Office Mailing Address:
P.O. Box or Street Address: 6909 BROOK HOLLOW COURT
Apt/Suite/Other:
City: WEST BLOOMFIELD
State: MI Zip Code: 48323

Signed this 20th Day of March, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
AMERA HINDO	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

URBAN ROOTS DETROIT LLC

ID Number: 802176184

received by electronic transmission on March 20, 2018 **, is hereby endorsed.**

Filed on March 20, 2018 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20th day of March, 2018.

Julia Dale

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

eSign Disclosure and Consent

As an alternative to physical delivery, the parties consent to having the documents relating to or associated with his/her/their/its closing transaction sent, executed and delivered electronically. By providing this consent, the undersigned agree(s) that CSS may send any and all documents associated with the closing transaction in an electronic form so that you may view, download, upload, approve, sign and return documents electronically. When CSS sends you documents electronically, it will send a notice to the electronic mail ("e-mail") address that you have designated below as the e-mail address for the receipt of said documents. CSS may also direct you to a website or portal designed for electronic signature and delivery to view, download, upload, approve, sign and return said documents. Any such communication shall be deemed delivered at the time it is sent or transmitted. CSS reserves the right in its sole discretion, to send you any of the documents in paper form instead of or in addition to the electronic form.

The undersigned, having read and agreed to the eSign Disclosure and Consent above in its entirety, hereby consent(s) and agree(s) to receive electronic documents and that electronic signatures or initials shall be deemed to be valid and binding as if original signatures or initials were present in the documents in the handwriting of the undersigned.

In addition, under the Uniform Electronic Transactions Act ("UETA"), electronic records can be relied upon and an e-signature has the same legal effect as a wet-ink signature. So, whether a document was electronic from its inception with electronic signatures, or if it began its lifecycle as a paper record with wet-ink signatures that was then converted to an electronic format, it has the same legal standing, including recordability in the public land records, as the paper records we have relied upon for centuries. Therefore, you will be receiving all of your recorded documents back electronically only and will not receive any paper documents including any recorded paper documents*.

Date: 6/4/19

Consented to by:



E-Mail Address: nadersaco@yahoo.com

24 ARTHUR, LLC, a Michigan limited liability company

_____ E-Mail Address: _____

*exceptions made for Letters of Authority, Death Certificates, Powers of Attorney and Certificates of Trust

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The complete Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 24 Arthur Street		2. County Manistee	3. Date of Transfer (or land contract signed) June 4, 2019
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village City of Manistee		5. Purchase Price of Real Estate \$99,900.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 51-51-146-709-09		8. Seller's (Transferor) Name Terry Dana	
		9. Buyer's (Transferee) Name and Mailing Address 24 ARTHUR, LLC, a Michigan limited liability company 4921 White Road: Williamsburg, MI 49690	
		9. Buyer's (Transferee) Telephone Number	
Items 10 - 13 are optional. However, by completing them you may avoid further correspondence.			
10. Type of Transfer. <u>Transfers</u> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Amount of Down Payment	
		15. Amount Financed (Borrowed)	

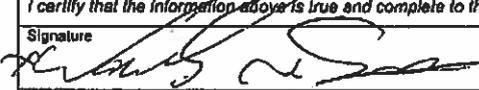
EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stocks
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Signature 		Date 6/4/19
Name and title, if signer is other than the owner	Daytime Phone Number 231-392-4531	E-mail Address

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, Terry Dana and Tonia E. Dana, a married couple, whose address is 2016 E. Parkdale Ave. Manistee, MI 49660

Conveys and Warrants to 24 Arthur, LLC, a Michigan limited liability company, whose address is: 4921 S. White Road, Williamsburg, MI 49690.

The following described land situated in the City of Manistee, County of Manistee, State of Michigan, described as:

AMENDED MAP OF ENGELMANN'S ADD S 10 FT OF LOT 38 & LOT 39, EXC PM RR R/W; ALSO COM AT SE COR OF LOT 39, TH W 52 FT, TH S ALG RR R/W TO ARTHUR ST, TH NE'LY TO POB, BEING VAC PT OF QUINCY ST L213 P248 BLOCK 2 ____ P.ADDR: 24 ARTHUR ST [(SALE(78) 1362 0565 (98) 105 1683 0003 (99) 500 1715 0774

Parcel ID # 5114670909

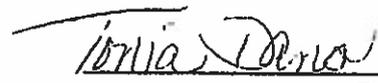
Commonly known as: 24 Arthur Street, Manistee, MI 49660

For the sum of Ninety-Nine Thousand Nine Hundred AND 00/100 (\$99,900.00) DOLLARS

Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any; and free from any other encumbrances except such as may have accrued or attached through the acts or omissions of person other than the grantors herein, since June 4, 2019.

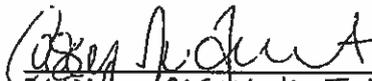
Dated this June 4, 2019


Terry Dana


Tonia Dana

State of Michigan)
County of Manistee)

Acknowledged before me in MANISTEE County, Michigan, on this June 4, 2019, by Terry Dana and Tonia Dana, a married couple.


Print Name: CASEY JO TENNANT
Notary Public,
Acting in MANISTEE County, MI
My Commission Expires: 8/16/2024

When recorded return to:
Joseph Nafsu, Esq.
29870 Middlebelt Road
Farmington Hills, MI 48334

Send subsequent tax bills to:
Grantee

Drafted by:
Joseph Nafsu, Esq.
29870 Middlebelt Road
Farmington Hills, MI 48334

Tax Parcel No.: _____
evenue Stamps _____

Recording Fee: _____



BUY AND SELL AGREEMENT

Page 1 of 5

Selling Office: Real Estate One Front Listing Office: Light House Realty
 Office License #: XXXX Office License #: XXXX
 Selling REALTOR®: Ian Bertram Teas Bertram Listing REALTOR®: Therrian Ferguson
 REALTOR® License #: XXXXX REALTOR® License #: XXXXX
 Selling REALTOR®'s Email: teambertramrealestate@gmail.com Listing REALTOR®'s Email: therrianferguson@gmail.com
 Selling REALTOR®'s Phone: (231)409-7512 Listing REALTOR®'s Phone: _____
 Date: May 13, 2019 at 9 AM PM

1. BUYER: The undersigned Buyer(s) Nader Sacco on behalf. Entity to be formed (Buyer's Legal Name) agrees to purchase the following described Real Property situated in the _____ City of Manistee County of Manistee and State of Michigan. MLS# 18904116 Tax No.: 515114670909

Legal Description:
Of Record

Property Address: 24 Arthur St, Manistee, MI 49660 (the "Property")
 The Property is owned by: Dana Terry ("Seller")

2. PRICE: The purchase price shall be \$ 99,900.00 Ninety-Nine Thousand, Nine Hundred
3. TERMS: The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph A below:
- A. CASH SALE: Payment of full purchase price.
 - B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Buyer's ability to obtain at Buyer's own expense a _____ mortgage loan in the amount of \$ _____ Buyer agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Buyer within five (5) business days of the Effective Date of this Agreement.
 - C. OWNER FINANCING: See Addendum

The purchase money shall be paid in cash or by cashiers check to appropriate title company or escrow agent.

4. CLOSING: This sale is to be closed on or before May 24, 2019, unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the title company/escrow agent closing fee.
- A. ATTENTION CLOSING/ESCROW AGENTS:
- i. Seller and Buyer instruct Buyer's lender, closing and/or escrow agents that wire instructions and other nonpublic personal information must be conveyed by encrypted email, overnight courier, U.S. Mail or hand delivery only.
 - ii. Please take notice that pursuant to the terms of Buyer's agency agreement with Broker, Buyer agreed to pay Selling Broker a Broker Commission in the amount of \$95 in addition to the percentage amounts provided in the buyer agency agreement, MLS offer of cooperation and listing contract.

5. OIL, GAS, and MINERAL RIGHTS: if any, are included YES NO unless previously severed by former owner.
6. FIXTURES & IMPROVEMENTS: Sale to include all buildings, improvements, carpeting, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, water softener (unless rented), fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator , Oven/Range , Window Treatments , Dishwasher , Microwave , Washer , Dryer

Buyer's Initials NS / _____
 123 Rev. 3/19

Seller's Initials TRF
 © Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 2 of 5

7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of closing.

"Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

8. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.

9. **POSSESSION:** Seller shall deliver and Buyer shall accept possession of the Property subject to the rights of any tenants at or 0 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ NA per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Buyer shall retain from the amount due Seller at closing the sum of \$ NA as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.

10. **PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Buyer.

11. **SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Subject property exempt from disclosure statement.

12. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the Property or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the Property or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the Property and, claims related to those matters. This paragraph shall survive a closing.

13. **EARNEST MONEY DEPOSIT:** Buyer deposits \$ 1,000.00 to be held by Real Estate One ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this Deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the Deposit, the Deposit shall remain in Escrowee's trust account until a court action has determined to whom the Deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the Deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 26 below.)

14. **COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

Buyer's Initials MS / _____
123 Rev. 3/19

Seller's Initials TRP
© Real Estate One, Inc. 2019
Seco, Nader 24

BUY AND SELL AGREEMENT

Page 3 of 5

- 15. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.
- 16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the Property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.
 - A. This offer is contingent upon satisfactory inspections of the Property, at Buyer's choice and at Buyer's expense, no later than 14 days of the Effective Date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigations, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates the Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removed the inspection contingency in writing within the time for inspections.
 - B. Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the Property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the Property.
- 17. **LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that proper to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.
- 18. **HOME PROTECTION PLAN:** Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a buyer. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Buyer does does not wish to purchase a Home Protection Plan.
- 19. **SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.
- 20. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.
- 21. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.
- 22. **AGENCY CONFIRMATION:** Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
- 23. **ATTACHMENTS:** These attachments are incorporated by reference: Addendum(s) Seller's Disclosure Statement Lead-Based Paint Seller's Disclosure Form Unplatted Land Division Addendum Other _____
- 24. **ADDITIONAL CONDITIONS:**
- 25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.
- 26. **DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.
- 27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice to communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or

Buyer's Initials AS / _____

Seller's Initials TRD
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT Page 4 of 5

transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

- 26. **ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.
- 29. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 30. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
- 31. **THIS OFFER WILL EXPIRE ON** May 14, 2019 at 8 AM PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: _____ Agent / REALTOR®

32. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Buyer(s):

Nader Saco
DOCPAGE12345678

S/13/2019 | 12:48 PM EDT

Nader Saco on behalf

Print Name

Entity to be formed

Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

33. SELLER'S ACCEPTANCE: Seller accepts Buyer's offer. Dated this _____ day of _____ at _____ AM PM

Seller(s):

Dana Terry

Print Name

Print Name

Seller(s) Address:

Seller(s) Contact Numbers:

*NOTE: Please sign as you wish your name to appear on the final papers.

Buyer's Initials NS
123 Rev. 3/19

Seller's Initials DT
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT
Page 5 of 5

34. COUNTEROFFER: This is a counteroffer to Buyer's offer dated the 13 day of MAY 2019. Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

*See Addendum ONE
DATED MAY 15 2019*

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or Lighthouse Realty Maurice, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before MAY 16, 2019 at 5:02 AM PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer, Dated this 15 day of MAY 2019 at AM PM.

Seller(s): *Dana Terry*
Dana Terry

Seller(s): _____

35. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer, Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 34. Dated this _____ day of _____, _____ at _____ AM PM.

Buyer(s) - Designated by: *Nader Saou* 5/16/2019 | 10:29 AM EDT
Nader Saou on behalf of _____

Buyer(s): _____
Entity to be formed _____

Buyer's initials NS
123 Rev. 3/19

Seller's initials *DT*
© Real Estate One, Inc. 2019

Date: May 15th, 2019

ADDENDUM TO BUY SELL AGREEMENT Number 01.

Addendum to Buy and Sell Agreement dated: May 13th, 2019

By: Nader Saco named, as Buyer(s)

For Property Commonly Known As: 24 Arthur St. Manistee, MI 49660.

Tax I.D#: 51-51-146-709-09

Legal Description:

AMENDED MAP OF ENGELMANN'S ADD S 10 FT OF LOT 38 & LOT 39, EXC PM RR R/W; ALSO COM AT SE COR OF LOT 39, TH W 52 FT, TH S ALG RR R/W TO ARTHUR ST, TH NE'LY TO POB, BEING VAC PT OF QUINCY ST L213 P248 BLOCK 2 _____ P.ADDR: 24 ARTHUR ST

This addendum is part of the attached Buy and Sell Agreement:

- 1) Closing to take place within 20 days of the effective date.
- 2) Earnest Money deposit to be \$5,000
- 3) Buyer shall complete all due diligence, including Environmental Assessments within 14 days from the effective date.
- 4) On the 15th day from effective date Ernest Money Deposit shall be nonrefundable, Buyer will be deemed to have released all contingencies and is prepared to close in 5 days.
- 5) Seller relieves themselves of any liability and is in no way obligated to assist in the application process for the Buyer to qualify for intended use with either the State or Local Government.
- 6) Seller will provide only information known to the Seller for the purpose of Environmental Survey.
- 7) All costs of of Due diligence are at Buyers expense including Environmental and Land Surveys.
- 8) Special Assessments: Seller shall pay only the portion prorated in the same manner as Property Taxes in this agreement.
- 9) Seller to have 14 Days after closing to remove contents of Building.
- 10) All other terms and conditions to remain the same.

Seller *Terry L Dana*

Date 5/15/19

Buyer DocuSigned by:
Nader Saco
ASC7BA5EA160448

5/15/2019 | 8:16 PM EDT
Date _____

K&M ARCHITECTURE & DESIGN, LLC
 ARCHITECTS
 1711 AVENUE 170 EAST
 SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.1111
 WWW.KANDMARCHITECTS.COM

PROPOSED RETAIL BUILDING DEVELOPMENT

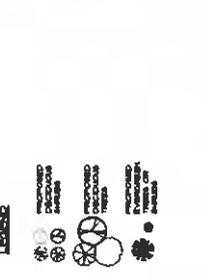
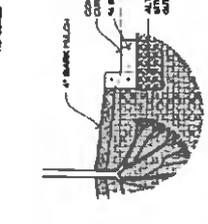
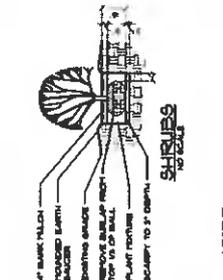
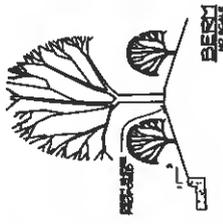
GENERAL PLANTING DESIGN

ARCHITECTURAL SITE & LANDSCAPING DETAILS

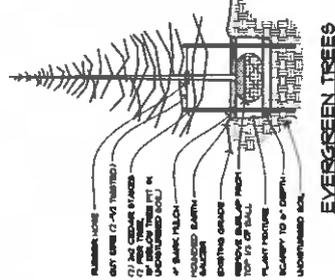
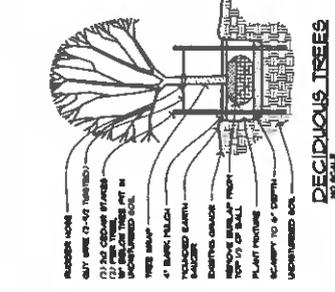
JOB NO. 18-1

SP-2

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____



LANDSCAPE ISLAND DETAIL

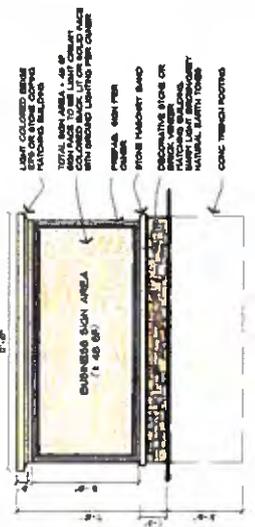


LANDSCAPE NOTES AND CLARIFICATIONS

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.
10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.

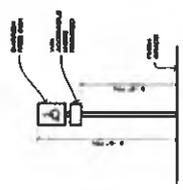
GENERAL PLANT SCHEDULE

THE PLANTING SCHEDULE IS TYPICALLY AS SHOWN ON THE PLAN. LOCATIONS WHERE PLANTING IS REQUIRED SHALL BE INDICATED BY THE PLANTING SCHEDULE. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.



TYPICAL FREE STANDING GROUND SIGN

NOTE: THE ACTUAL WIDTH AND SIGN DESIGN TO BE BY OWNER. A SIGN APPROVAL AND SIGN PERMIT FOR THE DESIGN SHALL BE REQUIRED FROM MANUFACTURERS AND INSTALLATION OF THE SIGN SHALL BE FOLLOWED. THE DESIGN INTENT OF THE GROUND SIGN IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PLANTING SPECIFICATIONS.



TYPICAL BARRIER FREE ACCESSIBLE SIGN



PARADIGM DESIGN
ARCHITECTS & ENGINEERS
303 1/2 Main Street
Detroit, Michigan 48226
313.963.1200
www.paradigm-design.com



URBAN ROOTS, LLC
DETROIT, MI

CONTACT
24 ARTAIR STREET,
MARTELL, MI

URBAN ROOTS
DETROIT, MI

800 ONCHARD LANE, WEST
ECLIPSE TOWNSHIP, MI 48223

DATE	DESCRIPTION
11-16-10	REVISED
1-16-11	REVISED

PROJECT
1908104
SHEET
CIVIL LAYOUT & UTILITY PLAN
C-102

GENERAL NOTES

- SEE ALL DIMENSIONS AND NOTES FOR ALL UTILITIES AND STRUCTURES.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	100.00	100.00
2	STEEL	100	TON	100.00	100.00
3	PIPE	100	LINEAL FT	100.00	100.00
4	VALVE	1	EA	100.00	100.00
5	MANHOLE	1	EA	100.00	100.00
6	CONCRETE	100	CU YD	100.00	100.00
7	STEEL	100	TON	100.00	100.00
8	PIPE	100	LINEAL FT	100.00	100.00
9	VALVE	1	EA	100.00	100.00
10	MANHOLE	1	EA	100.00	100.00

NO.	DESCRIPTION	DATE	BY
1	CONCRETE	11-16-10	...
2	STEEL	11-16-10	...
3	PIPE	11-16-10	...
4	VALVE	11-16-10	...
5	MANHOLE	11-16-10	...



GENERAL NOTES

- SEE ALL DIMENSIONS AND NOTES FOR ALL UTILITIES AND STRUCTURES.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DETROIT STANDARDS AND SPECIFICATIONS.

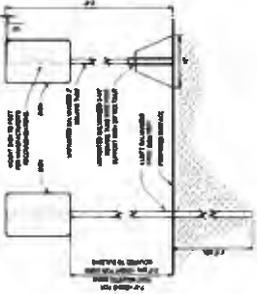
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	100.00	100.00
2	STEEL	100	TON	100.00	100.00
3	PIPE	100	LINEAL FT	100.00	100.00
4	VALVE	1	EA	100.00	100.00
5	MANHOLE	1	EA	100.00	100.00

NO.	DESCRIPTION	DATE	BY
1	CONCRETE	11-16-10	...
2	STEEL	11-16-10	...
3	PIPE	11-16-10	...
4	VALVE	11-16-10	...
5	MANHOLE	11-16-10	...

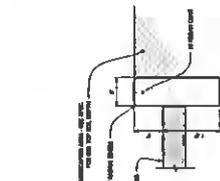




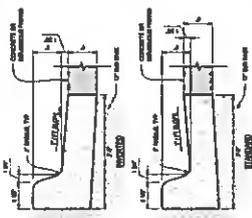
1 BARRIER FREE SIGNS
NOT TO SCALE



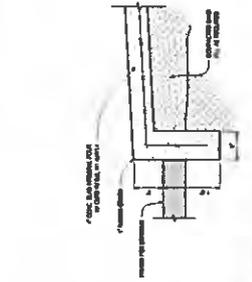
2 SIGN MOUNTING
NOT TO SCALE



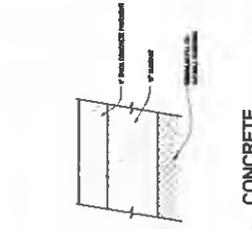
3 UTILITY TRENCH
NOT TO SCALE



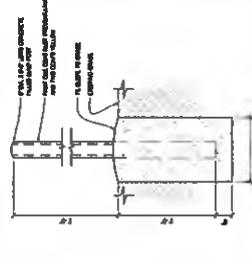
4 GRAVITY SEWER CLEAN-OUT
NOT TO SCALE



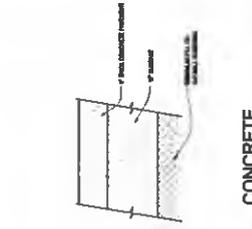
5 STANDARD DUTY BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



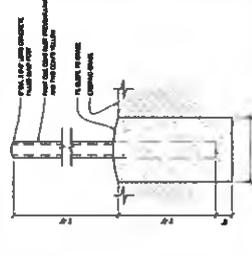
6 LANDSCAPE CURB
NOT TO SCALE



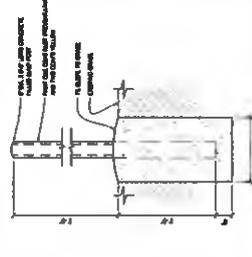
7 24\"/>



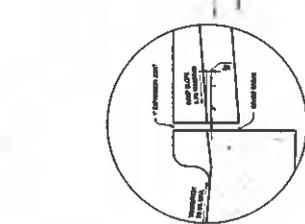
8 SIDEWALK EDGE
NOT TO SCALE



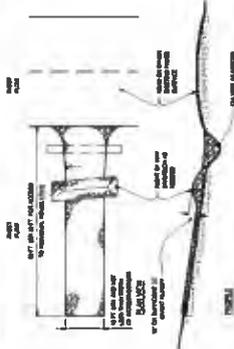
9 CONCRETE PAVEMENT SECTION
NOT TO SCALE



10 BUMP POST
NOT TO SCALE



11 SIDEWALK RAMP
NOT TO SCALE



12 SPECIFICATIONS FOR CONSTRUCTION ENTRANCE
NOT TO SCALE



13 SILT FENCE
NOT TO SCALE



14 GRAVITY SEWER CLEAN-OUT
NOT TO SCALE



15 STANDARD DUTY BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



16 CONCRETE PAVEMENT SECTION
NOT TO SCALE



17 BUMP POST
NOT TO SCALE



DATE	DESCRIPTION
10-10-2018	10-10-2018
10-10-2018	10-10-2018
10-10-2018	10-10-2018

PROJECT	1906104
SHEET	DETAILS

CIVIL DETAILS	C-501
---------------	-------



PARADIGM DESIGN
ARCHITECTS & ENGINEERS
1001 Mack Ave. #1000
Detroit, Michigan 48201
313.963.0000
www.paradigm-design.com



PROJECT
URBAN ROOTS,
DETROIT, LLC

CONTACT
3140000 STREET,
ANN ARBOR, MI 48106

PROJECT
1906104
SHEET

DATE 11/14/2014
DESCRIPTION SITE LIGHTING CALCULATIONS
RELEASE DATE 11/14/2014

PROJECT
1906104
SHEET

SITE LIGHTING CALCULATIONS
ES101

D-Series Size 1
LED Area Luminaire

Specifications:
- Luminaire Type: Street Light
- Mounting: Pole Mount
- Height: 10.0 ft
- Spacing: 40.0 ft
- Beam Spread: 120°
- Light Distribution: Uniform
- Color Temperature: 3000K
- Efficacy: 100 lm/w
- Input Power: 100 W
- Output Power: 10000 lm

Notes:
- This luminaire is designed for use in conjunction with the D-Series Size 0 LED Area Luminaire.
- The luminaire is designed to provide uniform lighting over the area it covers.
- The luminaire is designed to be used in conjunction with the D-Series Size 0 LED Area Luminaire.

D-Series Size 0
LED Area Luminaire

Specifications:
- Luminaire Type: Area Light
- Mounting: Pole Mount
- Height: 10.0 ft
- Spacing: 40.0 ft
- Beam Spread: 120°
- Light Distribution: Uniform
- Color Temperature: 3000K
- Efficacy: 100 lm/w
- Input Power: 100 W
- Output Power: 10000 lm

Notes:
- This luminaire is designed for use in conjunction with the D-Series Size 1 LED Area Luminaire.
- The luminaire is designed to provide uniform lighting over the area it covers.
- The luminaire is designed to be used in conjunction with the D-Series Size 1 LED Area Luminaire.

TABLE 1: LIGHTING CALCULATION DATA

Area	Area (sq ft)	Area (sq m)	Area (sq ft) / Area (sq m)
Area 1	10000	929.03	1.0764
Area 2	10000	929.03	1.0764
Area 3	10000	929.03	1.0764
Area 4	10000	929.03	1.0764
Area 5	10000	929.03	1.0764
Area 6	10000	929.03	1.0764
Area 7	10000	929.03	1.0764
Area 8	10000	929.03	1.0764
Area 9	10000	929.03	1.0764
Area 10	10000	929.03	1.0764

TABLE 2: LIGHTING CALCULATION DATA

Area	Area (sq ft)	Area (sq m)	Area (sq ft) / Area (sq m)
Area 1	10000	929.03	1.0764
Area 2	10000	929.03	1.0764
Area 3	10000	929.03	1.0764
Area 4	10000	929.03	1.0764
Area 5	10000	929.03	1.0764
Area 6	10000	929.03	1.0764
Area 7	10000	929.03	1.0764
Area 8	10000	929.03	1.0764
Area 9	10000	929.03	1.0764
Area 10	10000	929.03	1.0764

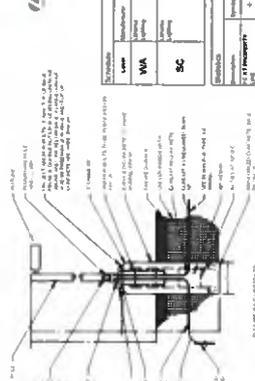
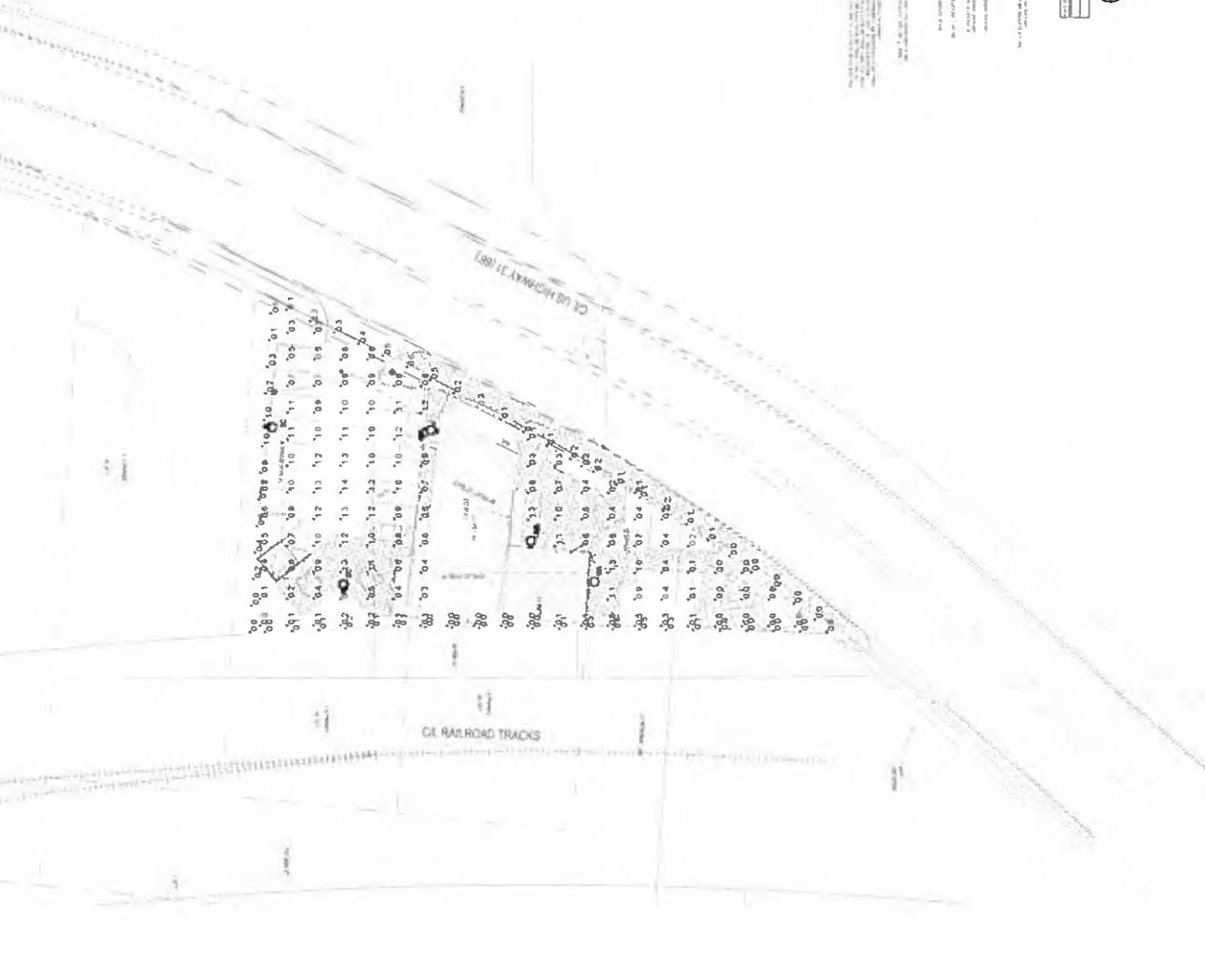


TABLE 3: POLE BASE DETAIL DATA

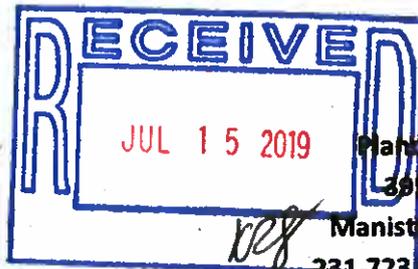
Component	Material	Dimensions
Pole	Steel	4.0" x 4.0" x 10.0'
Base Plate	Steel	48" x 48" x 1.0"
Foundation	Concrete	48" x 48" x 4.0'



POLE BASE DETAIL
11/14/2014



ACCEPTED
JUL 15 2019



Planning & Zoning
395 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses

Please Print

Submission of Application	
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness.</i> Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</p>	
Property Information	
Address: 34 Arthur St.	Parcel # 5110125008
Applicant Information	
Name of Owner or Lessee: Detroit Caregivers Center Association, LLC	
Address: 14239 8 Mile Rd., Detroit, MI 48276	
Phone #:	Cell#: 248-379-2249 e-mail: marcellojarbo@hotmail.com
Name of Agent (if applicable):	
Address: Bessmen Jarbo	
Phone #:	Cell#: 248-379-2249 e-mail: marcellojarbo@hotmail.com
Data Required/Project Information	
Land Area: 18499.3182	Zoning Classification: C 1
Present/proposed Land Use: Provisioning Center - Recreational and/or Medical, MUD	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

Special Use Permit Application/Detailed Site Plan

PAID

Page 1 of 3
JUL 22 2019

Edmund Bradford

Additional Information

Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2, an environmental assessment as required by Section 2203, E, 1, a market study as required by Section 2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.

Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C.

Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.

Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.

Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F.

Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.

Transfers. Transfers shall be handled in accordance with Section 1801.H.

Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:

1. If replaced or superseded by a subsequent permitted use or Special Use permit.
2. If the applicant requests the rescinding of the Special Use permit.
3. If a condition of approval included stipulation to expire the Special Use permit by a certain date.
4. If the use is abandoned, moved or vacated for a period of one year.

Violations. Violations shall be handled in accordance with Section 1801.J.

Authorization

CERTIFICATION AND AFFIDAVIT:

The undersigned affirm(s) that he/she/they is/are the owner, leasee, owner's representative, contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27.

Signature: Basman Janko Date: 7-8-19
 Signature: _____ Date: _____

If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.

By checking this box permission is given for Planning Commission Members to make a site inspection if desired.

Yes No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:

Office Use Only

Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

VIA US MAIL

Date: March 21, 2019

Addressee: Detroit Caregivers Center Association, LLC

Address: 14239 W. 8 Mile Rd.

Detroit, MI 48235

RE: Prequalification status for your pending application

Dear Applicant:

The Medical Marijuana Licensing Board considered your partial application for prequalification status on March 21, 2019 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the board will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

Department of Licensing & Regulatory Affairs
Bureau of Marijuana Regulation
Marijuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Bureau of Marijuana Regulation
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

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

BUREAU OF MARIJUANA REGULATION
2407 NORTH GRAND RIVER · P.O. BOX 30205 · LANSING, MICHIGAN 48909
www.michigan.gov/bmr · 517-284-8599

July 8, 2019

City of Manistee
395 Third St. Manistee, Mi. 49660
Attn: Planning & Zoning Departments

Re: Project at 34 Arthur St. Manistee, MI
Proposed special land use – Marijuana Provisioning Center

Dear Sir/Madam:

The above-mentioned property is located in the Marijuana sales overlay district in Manistee, MI. We do not believe the proposed use will have any significant or substantial effect on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes. We are proposing a retail establishment.

The premises shall have adequate storage space for marijuana and will be stored in a secure storage room along with adequate surveillance and accessibility only to specified employees. For odor control, the premises will use a closed loop/non-exhaust system in order to keep CO2 and odors inside the facility. Tube carbon filters will be used for mitigation of the odors. The bulk of the inventory will be kept in jars which will contain odor. The City of Manistee's noise regulations will be upheld in the facility (no music playing on speakers inside/outside of the facility). The ambient sound levels of the building will be monitored in order to design goals for facility-generated sound at nearby sensitive receptors.

We plan on attending meetings with City Council Members to hold discussions on the appropriateness of the facility, serving local patients, and about potential policy concerns and changes in the community. We will hold neighborhood conversations at City hall meetings to address any/all potential concerns about the facility and how to make changes that best suit the community. We shall also send out neighborhood mailers to residents within 500 feet of the facility listing contact information for the residents to address any concerns.

Our goal and intent to this project is aid in the physical attributes of the existing buildings and site which will enhance the area both environmentally and architecturally. Each of the building's design will incorporate physical amenities which will also promote a friendly interaction between the retail areas and its customers and the surrounding neighbors.

Most of the site has been developed already. Our goal is to reshape and enhance the properties were feasible and meet all the current standards of the City zoning ordinance.

This will be achieved through the following outline of our intended scope of work:

- Renovated the exteriors of the buildings that will be retained with durable exterior material such as stone veneer, brick and synthetic siding.

- Remove portions of buildings that are eyesores such as billboard signage, roofing canopies and areas where the materials detract from the overall appearance.
- Retain any historic or preserve significant buildings such as 24th Arthur St. where possible.
- Introduce significant greenbelt with landscaping along the street frontage.
- Minimize the parking and add internal site landscaping within the parking areas and adjacent properties.
- Add appropriate exterior lighting with cut off-luminaries
- Provide amenities such as environmental seating areas, with benches, bike racks and landscape planters at strategic locations
- Provide signage control by replacing building signage with ground signs where possible, removing billboards and other eyesores.
- Add attractive additions or buildings where the existing building has little value

Implementing the above features to this renovation project will have a positive impact to the area.

Since these sites are already developed, by removing pavement where possible and adding landscaping will enhancing the physical environment will aid in its preservation and anticipate only a positive effect to the area.

Sincerely,

Basman Jarbo

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

DETROIT CAREGIVERS CENTER ASSOCIATION LLC

ID NUMBER: E80619

received by facsimile transmission on February 16, 2016 is hereby endorsed.

Filed on February 18, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of February, 2016.

Julia Dale

**Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau**

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

DETROIT CAREGIVERS CENTER ASSOCIATION LLC

Address

14239 8 MILE ROAD

City

DETROIT

State

MI

ZIP Code

48235

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: DETROIT CAREGIVERS CENTER ASSOCIATION LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: JEFFERY GAMMO

2. The street address of the location of the registered office is:

14239 8 MILE ROAD

(Street Address)

DETROIT

(City)

Michigan

48235

(Zip Code)

3. The mailing address of the registered office if different than above:

SAME

(P.O. Box or Street Address)

(City)

Michigan

(Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 16th day of February, 2016

By: [Signature]
(Signature(s) of Organizer(s))

Jeffery Gammo MEMBER
(Type or Print Name(s) of Organizer(s))



NW PA COVER SHEET

To accompany every bottom-lined Purchase Agreement

Full Property Address: 34 Arthur
 City, State, Zip: Manistee, MI 49660
 Sale Price: \$650,000.00 List Price: \$650,000.00 List Date: May 23, 2019
 Effective Date: May 29, 2019 Tax ID #: 51-101-250-08
 MLS Number: _____ EMD Amt: \$10,000.00 Anticipated Closing Date: September 30, 2019

STATUS

CHECK ONE - If nothing is checked, default will be Pending

Pending - Reported to MLS, status noted as "Pending"

Contingent - Reported to MLS but remains in Active status

PURCHASERS (required)

Closing by mail Yes No

Name (first/last): FL Property LLC

Address _____

City _____ State _____ Zip _____

Phone: _____ Email: Nadersaco@yahoo.com

SELLERS (required)

Closing by mail Yes No

Name (first/last): Mannomi Inc

Address: _____

City _____ State _____ Zip _____

Phone: _____ Email: mike@cbcpremier.com

SOURCE OF SALE

- Friend / Neighbor / Relative Website
 Past Customer e-Marketing
 Floor Call / Walk in Cold Call
 Sign Call Social Media
 Referral Unknown

PURCHASE IS

- Waterfront - Primary Waterfront - Vac / 2nd Home
 Other - Primary Other - Vacation / 2nd Home
 Foreclosure Short Sale
 Bank Owned HUD
 Lease

SELLING ASSOCIATE / COMPANY

Agent Name: Ian Bertram Team Bertram

Company: Real Estate One

Company Address: _____

Agent Email: teambertramrealestate@gmail.com

Total Gross Commission: 11.000 % or \$ _____

Selling Agent Commission: 8.000 % or \$ _____

Listing Agent Commission: 3.000 % or \$ _____

Sellers Concessions \$ _____

LISTING ASSOCIATE / COMPANY

Agent Name: Michael Cnudde

Company: Coldwell Banker

Company Address: _____

Agent Email: mike@cbcpremier.com

Referral

Company _____
 Address _____
 City, State, Zip _____
 _____ %

DISCLOSURES

- Agency Disclosures
 Affiliate & Business Arrangement Disclosure (RESPA)
 Seller's Disclosure
 Lead-Based Paint Disclosure
 Buyer-Broker Contract
 Addendum to Buyer Broker (not needed if using REO contract)

TITLE COMMITMENT

- YES, order title commitment through Capital Title (Admin will place)
 NO, do not place order for title commitment

FINANCING INFORMATION

Lender Name: _____

- Cash Land Contract

REO 179 Rev. 1/17

63 - REO - Front St., 511 East Front St. Traverse City MI 49666
 Team Bertram

Produced with zipForm® by real only, 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.realonly.com

Phone: (231) 409-2639

Fax: (231) 947-0539

© Real Estate One, Inc., 2017

Mancino

BUY AND SELL AGREEMENT

Page 2 of 5

7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of closing.

"Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

8. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.
9. **POSSESSION:** Seller shall deliver and Buyer shall accept possession of the Property subject to the rights of any tenants at or 60 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ NA per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Buyer shall retain from the amount due Seller at closing the sum of \$ NA as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.
10. **PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Buyer.

11. **SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Subject property exempt from disclosure statement

12. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representatives concerning the condition of the Property or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the Property or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the Property and, claims related to those matters. This paragraph shall survive a closing.

13. **EARNEST MONEY DEPOSIT:** Buyer deposits \$ 10,000.00 to be held by Real Estate One ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this Deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the Deposit, the Deposit shall remain in Escrowee's trust account until a court action has determined to whom the Deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the Deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 26 below.)

14. **COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

Buyer's Initials MS / _____
123 Rev. 3/19

Seller's Initials PPS / _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 3 of 5

16. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.
16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the Property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.
- A. This offer is contingent upon satisfactory inspections of the Property, at Buyer's choice and at Buyer's expense, no later than 90 days of the Effective Date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigations, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates the Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removed the inspection contingency in writing within the time for inspections.
- B. Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the Property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the Property.
17. **LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that prior to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.
18. **HOME PROTECTION PLAN:** Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a buyer. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Buyer does does not wish to purchase a Home Protection Plan.
19. **SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.
20. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.
21. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.
22. **AGENCY CONFIRMATION:** Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
23. **ATTACHMENTS:** These attachments are incorporated by reference: Addendum(s) Seller's Disclosure Statement Lead-Based Paint Seller's Disclosure Form Unplatted Land Division Addendum Other _____
24. **ADDITIONAL CONDITIONS:**
Sale is contingent upon Buyer obtaining governmental approval for its intended use. Seller agrees to allow the Buyer to assign this agreement without written consent. Seller agrees to give one 60 Day extension at no additional cost. Seller is to assist in all aspects with Buyer in obtaining governmental approval at no cost to Seller. Deposit to be refundable if Buyer does not satisfy its contingency.
25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.
26. **DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice to communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or

Buyer's Initials MS / _____
123 Rev. 3/19

Seller's Initials PRS / _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT Page 4 of 5

transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

- 28. **ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.
- 29. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 30. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
- 31. **THIS OFFER WILL EXPIRE ON** May 26, 2019 at 5 AM PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: _____ Agent / REALTOR®

32. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Buyer(s):

Discubined by:
Nader Saco

5/24/2019 | 12:11 PM EDT

03L7845F3146645

FL Property LLC

Print Name

Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

33. **SELLER'S ACCEPTANCE:** Seller accepts Buyer's offer. Dated this _____ day of _____ at _____ AM PM.

Seller(s):

Print Name

Print Name

Seller(s) Address:

Seller(s) Contact Numbers:

*NOTE: Please sign as you wish your name to appear on the final papers.

Buyer's Initials MS / _____
123 Rev 3/19

Seller's Initials DPS / _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT
Page 5 of 5

34. COUNTEROFFER: This is a counteroffer to Buyer's offer dated the ~~28th~~ day of May, _____ Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

See Addendum #1

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____ Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before _____ at _____ AM PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer. Dated this 28 day of May at 4 pm AM PM.

Seller(s):
[Signature]
Mannoni Inc

Seller(s):

35. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer, Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 34. Dated this _____ day of _____, _____ at _____ AM PM.

Buyer(s):

Buyer(s):

FL Property LLC

Buyer's Initials AS / _____
123 Rev. 3/19

Seller's Initials _____ / _____
© Real Estate One, Inc. 2019
Mancinos



ADDENDUM TO BUY AND SELL AGREEMENT



Addendum # 1

1. In reference to Buy and Sell Agreement between FL Property LLC the Buyer
2. and Mannomi Inc. the Seller, with a referenced contract
3. date of 05/24/2019, covering the real property located at 34 Arthur St. Manistee, MI 49660
4. _____
5. the undersigned Buyer and Seller further agree:
6. -Deposit of \$10,000 to be non refundable after 60 days. Deposit to be held in Codwell Banker Premier commercial account.
7. -inspection period to be completed within 59 days from acceptance.
8. _____
9. -Buyer is responsible for all licensing aspects and fees for approval of buyers use of the property. Seller shall cooperate in buyer's
10. request for municipal approvals so long as it does not cause any additional expense for Seller. All costs related to any
11. municipal approval that is required for Buyer in the intended transaction shall be the responsibility of the buyer.
12. _____
13. -The parties understand and agree that the transactions described in the purchase agreement and addendum may not be
14. completed within the 60 days of the effective date of each. Therefore the parties further agree that the \$10,000 deposit being held in Coldwell
15. banker, Premiere Commercial shall be forfeited to Seller if these transactions are not complete within 60 days regardless of any additional
16. extensions, modifications, or assignment of any of the parites rights and responsibilities under the terms of the purchase agreement as
17. amended.
18. _____
19. Seller to retain all equipment and fixtures related to Mancinos business and operations.
20. _____
21. All other terms and conditions to remain the same.

22. buyer to accept counter offer by 5-29-2015 5pm

23. The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement. In the event there is a

24. conflict between the Buy and Sell Agreement and this Addendum to Buy and Sell Agreement, this Addendum to Buy and Sell

25. Agreement shall prevail.

26. Date DocuSigned by: Time: 5/29/2019 | 8:23 AM EDT DocuSigned by: _____

27. By: Ian Bertram | Ian Bertram _____ Roder Saco 5/29/2019 | 8:28 AM EDT

28. REP/OUT/19/F/0007472 BSC/BASE/1/AB44/

29. For: teambertramrealestate@gmail.com _____

30. Selling Office _____ Buyer

31. Date: _____ Time: _____ (A.M., P.M.)

32. By: _____ _____

33. REALTOR _____ Seller

34. For: Coldwell Banker Premier commercial _____

35. Listing Office _____ Seller

KALADIN ARCHITECTURE
 800 W. 14TH STREET
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 www.kaladin.com

**PROPOSED
 RETAIL
 BUILDING
 DEVELOPMENT**

DRAWING AT
 24, 25, 26, 27, 28, 29, 30, 31
 PART OF 27 DRAWING SET

GENERAL NOTES AND MATERIAL SPECIFICATIONS

DESCRIPTION:
 ARCHITECTURAL
 SITE &
 LANDSCAPE
 DETAILS

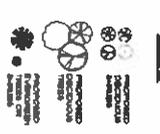
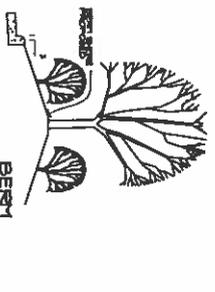
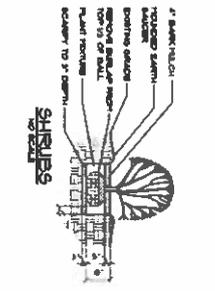
SCALE:
 SEE EACH DETAIL

SEAL
 REGISTERED PROFESSIONAL ARCHITECT
 STATE OF COLORADO
 NO. 10000
 DATE: 11/11/11

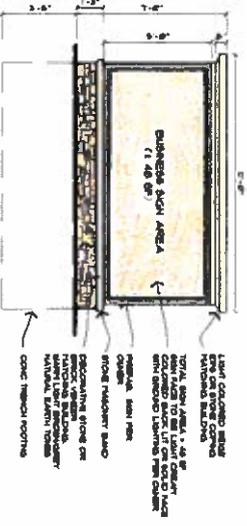
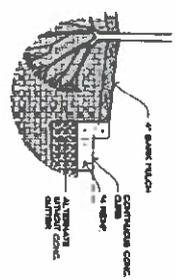
COPYRIGHT 2011
 THE CONTENT & DESIGN
 IS THE PROPERTY OF KALADIN
 ARCHITECTURE AND IS
 TO BE USED ONLY FOR THE
 PROJECT AND SITE FOR WHICH
 IT WAS PREPARED. NO PART
 OF THIS DOCUMENT SHALL BE
 REPRODUCED OR TRANSMITTED
 IN ANY FORM OR BY ANY
 MEANS, ELECTRONIC OR
 MECHANICAL, INCLUDING
 PHOTOCOPYING, RECORDING,
 OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL
 SYSTEM, WITHOUT THE
 WRITTEN PERMISSION OF
 KALADIN ARCHITECTURE.

SHEET NO.

SP-2

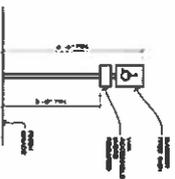


LANDSCAPE ISLAND DETAIL
 NO SCALE



TYPICAL FREE STANDING GROUND SIGN

NOTE: THE ACTUAL FORM AND SIGN DESIGN TO BE SET FORWARDED TO THE CITY OF DENVER FOR REVIEW AND APPROVAL. ALL SIGN REQUIREMENTS OF THE CITY OF DENVER SHALL BE INCLUDED IN THE SIGN DESIGN. THE DESIGN ELEMENT OF THE GROUND SIGN ARE TO BE SET FORWARDED TO THE CITY OF DENVER FOR REVIEW AND APPROVAL.

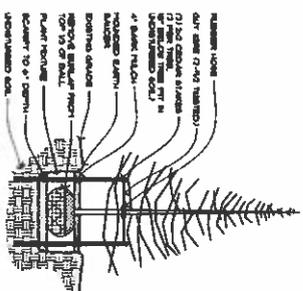


TYPICAL BARRIER FREE ACCESSIBLE SIGN

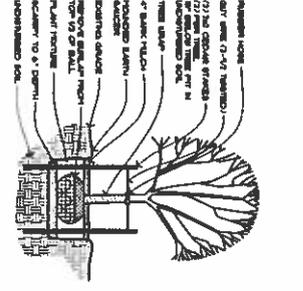
GENERAL PLANT SCHEDULE

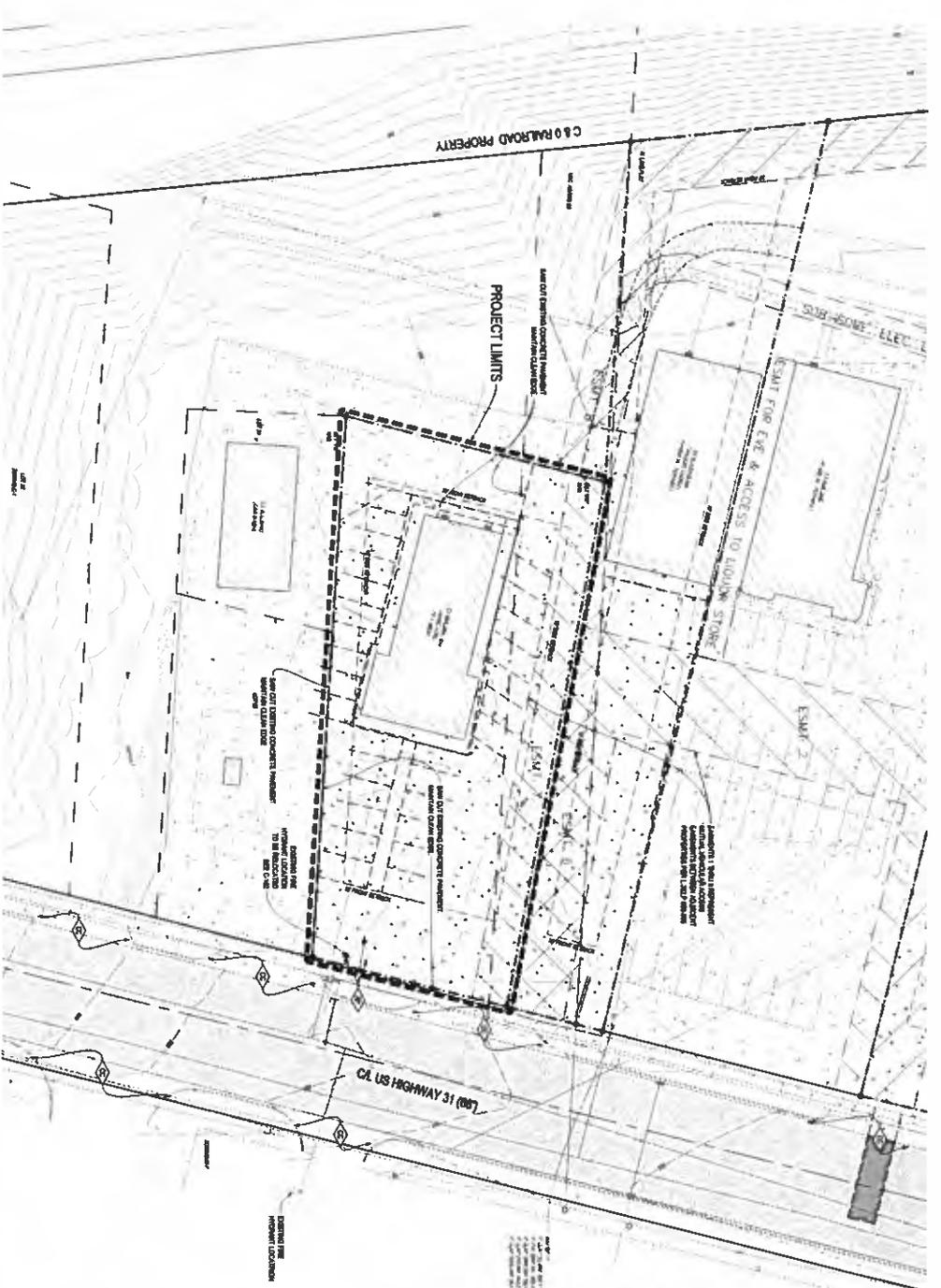
EVERGREEN TREES:
 1. 4' SQUARE FLANGE
 2. 4' SQUARE FLANGE
 3. 4' SQUARE FLANGE
 4. 4' SQUARE FLANGE
 5. 4' SQUARE FLANGE
 6. 4' SQUARE FLANGE
 7. 4' SQUARE FLANGE
 8. 4' SQUARE FLANGE
 9. 4' SQUARE FLANGE
 10. 4' SQUARE FLANGE

EVERGREEN TREES
 NO SCALE



DECIDUOUS TREES
 NO SCALE





DEMOLITION NOTES

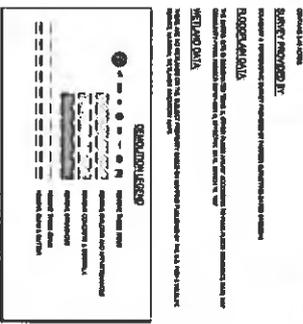
1. DEMOLITION OF EXISTING BUILDING AND ALL STRUCTURES TO BE DEMOLISHED SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
2. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
3. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.

- DEMOLITION NOTES**
- 1. DEMOLITION OF EXISTING BUILDING AND ALL STRUCTURES TO BE DEMOLISHED SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
 - 2. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
 - 3. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
 - 4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.



GENERAL NOTES

1. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
2. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
3. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.



EXISTING LEGEND

SYMBOL	DESCRIPTION
(Symbol)	EXISTING DRIVE
(Symbol)	EXISTING SIDEWALK
(Symbol)	EXISTING CURB
(Symbol)	EXISTING STREET LIGHT
(Symbol)	EXISTING SIGN
(Symbol)	EXISTING UTILITY
(Symbol)	EXISTING FENCE
(Symbol)	EXISTING WALL
(Symbol)	EXISTING DOOR
(Symbol)	EXISTING WINDOW
(Symbol)	EXISTING ROOF
(Symbol)	EXISTING FLOOR
(Symbol)	EXISTING CEILING

GENERAL NOTES

1. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
2. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
3. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.
4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS, DIVISION OF DEMOLITION, AND THE STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES, DIVISION OF HERITAGE AND HISTORIC PRESERVATION.

PARADIGM DESIGN
ARCHITECTS & ENGINEERS
1000 W. WABASH AVE. SUITE 1000
DETROIT, MI 48226
313.963.1111
www.paradigm-design.com

DETROIT CAREGIVERS CENTER ASSOCIATION, LLC
PROJECT CITY

31 AVENUE STREET
DETROIT, MI 48226

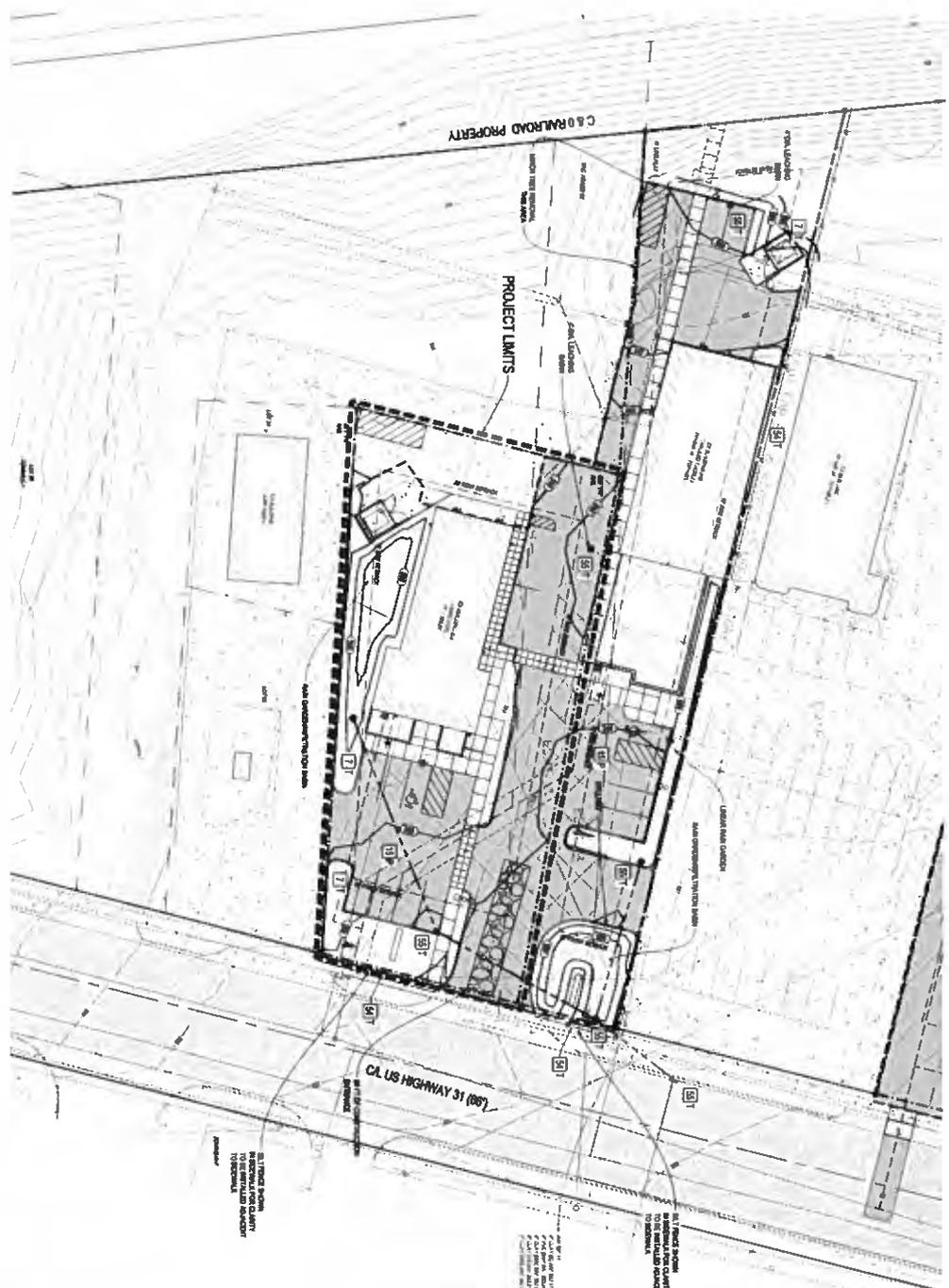
DETROIT CAREGIVERS CENTER ASSOCIATION, LLC
CONTACT

1625 BALE ROAD
DETROIT, MI 48226

RELEASE DATE
DATE DESCRIPTION
1-28-2018 DEMOLITION
1-28-2018 REV 01/18/18

PROJECT
1906104

SHEET
CIVIL EXISTING CONDITIONS & DEMOLITION PLAN
C-101



SITE SURVEY DATA

PROPERTY	OWNER	ADDRESS	CITY	STATE	ZIP
1	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
2	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
3	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
4	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
5	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
6	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
7	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
8	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
9	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201
10	DETROIT CAREGIVERS CENTER ASSOCIATION, LLC	24 BATHUR STREET	DETROIT	MI	48201

GENERAL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

1. The contractor shall implement the following measures to prevent soil erosion and sedimentation during construction activities:

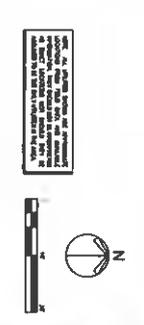
- Install silt fences and sediment basins at all construction entrances and exits.
- Install straw bales or erosion control blankets on exposed soil surfaces.
- Install sediment traps in all stormwater runoff paths.
- Install check dams in all stormwater runoff paths.
- Install erosion control blankets on all exposed soil surfaces.
- Install silt fences and sediment basins at all construction entrances and exits.
- Install straw bales or erosion control blankets on exposed soil surfaces.
- Install sediment traps in all stormwater runoff paths.
- Install check dams in all stormwater runoff paths.
- Install erosion control blankets on all exposed soil surfaces.



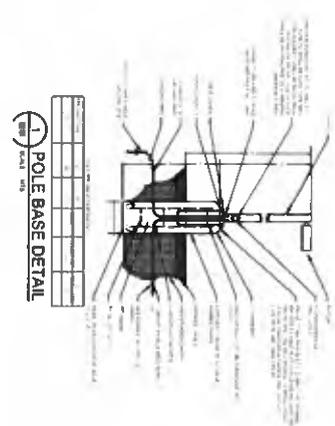
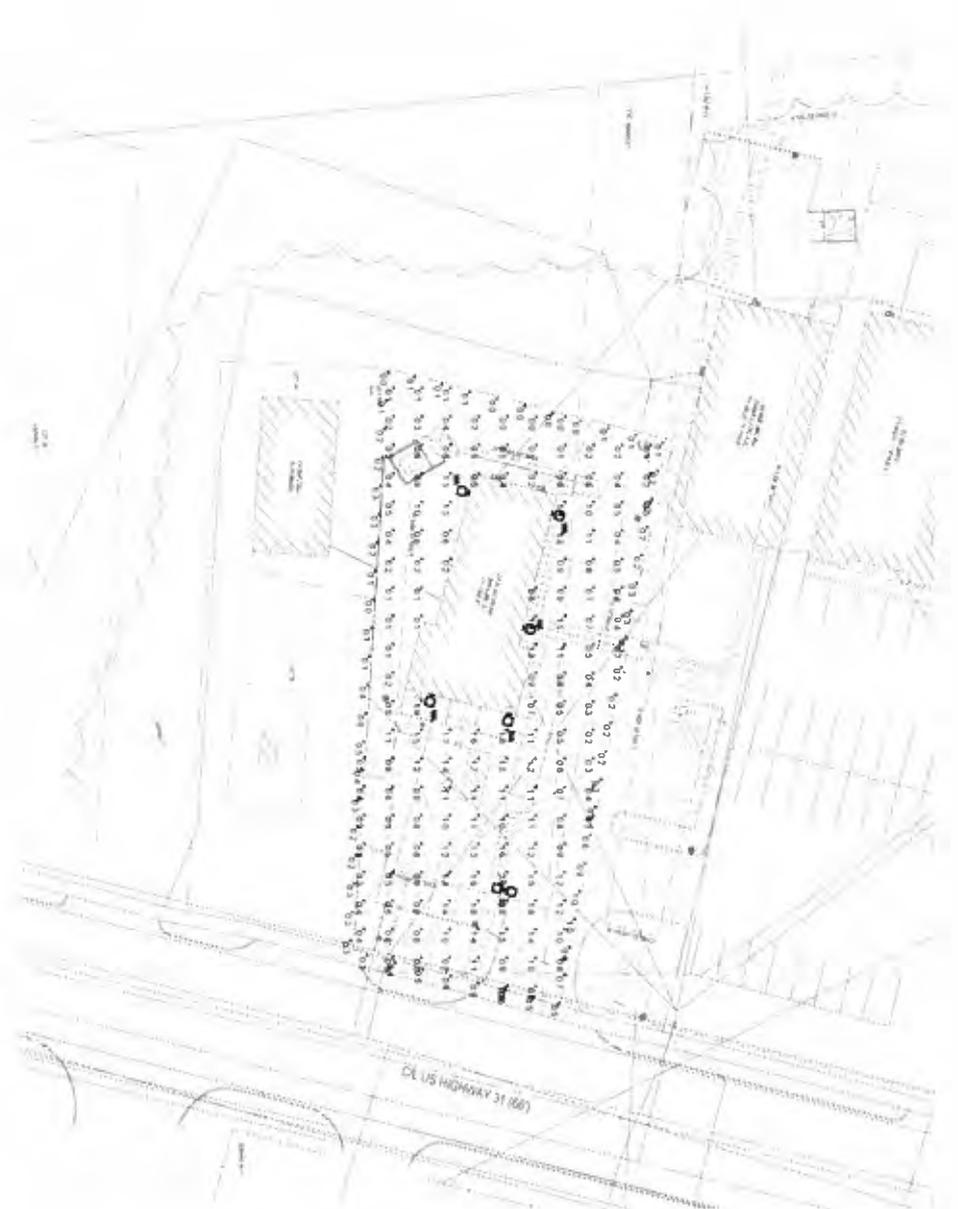
CONCRETE LEGEND

Asphalt
 Concrete
 Gravel
 Sand
 Soil
 Water
 Other

1. Proposed building
 2. Proposed parking area
 3. Proposed driveway
 4. Proposed sidewalk
 5. Proposed utility lines
 6. Proposed fence
 7. Proposed site boundary
 8. Proposed easement
 9. Proposed right-of-way
 10. Proposed street
 11. Proposed alley
 12. Proposed railroad
 13. Proposed canal
 14. Proposed stream
 15. Proposed lake
 16. Proposed pond
 17. Proposed wetland
 18. Proposed floodplain
 19. Proposed wetland buffer
 20. Proposed wetland delineation



<p>PARADIGM DESIGN ARCHITECTS ENGINEERS 500 11th Ave, Suite 8 Detroit, MI 48201 Phone: (313) 963-1100 Fax: (313) 963-1101 Email: info@paradigm-design.com</p>	<p>DETROIT CAREGIVERS CENTER ASSOCIATION, LLC 24 BATHUR STREET DETROIT, MI 48201 CONTACT: [Name] PHONE: [Number] FAX: [Number]</p>	<p>1429 134th AVE. DETROIT, MI 48201 RELEASE DATE: [Date] DATE SUBMITTED: [Date] DATE: [Date] DESCRIPTION: [Text]</p>	<p>PROJECT: [Name] 1906104 SHEET: [Number] CIVIL GRADING AND SWPP PLAN C-103</p>
---	--	--	--



D-Series Pole 0
LED Panel Luminaire

Product Description: The D-Series Pole 0 luminaire is a modern, sleek design that provides high-quality illumination. It features a wide beam angle and is suitable for various applications, including street lighting and parking lots. The luminaire is designed for easy installation and maintenance.

Technical Specifications

Parameter	Value
Power (W)	100
Beam Angle (°)	120
Mounting Height (ft)	10-15
Material	Aluminum
Finish	Black
Weight (lb)	15
Dimensions (H x W x D)	12 x 12 x 12

D-Series Pole 1
LED Panel Luminaire

Product Description: The D-Series Pole 1 luminaire is a modern, sleek design that provides high-quality illumination. It features a wide beam angle and is suitable for various applications, including street lighting and parking lots. The luminaire is designed for easy installation and maintenance.

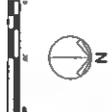
Material Schedule

Item	Description	Quantity	Unit
1	Steel Pole	1	Each
2	LED Luminaire	1	Each
3	Mounting Hardware	1	Kit
4	Foundation	1	Each

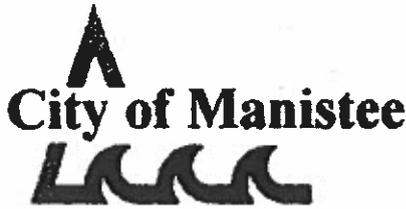
Material Schedule

Item	Description	Quantity	Unit
1	Steel Pole	1	Each
2	LED Luminaire	1	Each
3	Mounting Hardware	1	Kit
4	Foundation	1	Each

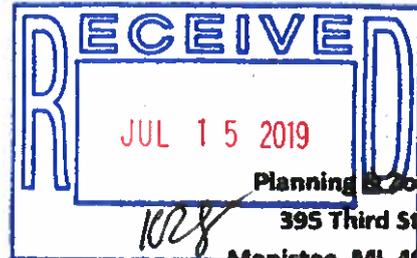
NOTE: All fixtures shall be approved by the local authority having jurisdiction. All fixtures shall be approved by the local authority having jurisdiction.



<p>PARADIGM DESIGN ARCHITECTS & ENGINEERS 3001 West Grand Avenue Grand Rapids, MI 49508 Grand Rapids (Phone) Lansing (Fax)</p>		<p>DETROIT CAREGIVERS CENTER ASSOCIATION, LLC</p>
		<p>1529 BALE ROAD, DETROIT, MI 48208</p>
<p>DATE: 7-26-24</p>	<p>PROJECT: 1906104</p>	<p>SHEET: ES101</p>



ACCEPTED
JUL 15 2019



Planning & Zoning
395 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses
Please Print

Submission of Application	
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness. Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</i></p>	
Property Information	
Address: 48 Arthur St.	Parcel# 5110125009
Applicant Information	
Name of Owner or Lessee: GR Bud, LLC	
Address: 805 28th St. SE, Grand Rapids, MS 49508	
Phone #:	Cell#: 248-702-8338 e-mail: John Hermiz@yahoo.com
Name of Agent (if applicable): John Hermiz	
Address:	
Phone #:	Cell#: 248-702-8338 e-mail: John Hermiz@yahoo.com
Data Required/Project Information	
Land Area: 22659.9135	Zoning Classification: C1
Present/proposed Land Use: Provisionary Center - Recreational and for Medical/Micro	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

Special Use Permit Application/Detailed Site Plan

PAID Page 1 of 3

JUL 22 2019

Edward Bradford
CITY TREASURER

Additional Information		
Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2, an environmental assessment as required by Section 2203, E, 1, a market study as required by Section 2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.		
Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C.		
Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.		
Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.		
Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F.		
Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.		
Transfers. Transfers shall be handled in accordance with Section 1801.H.		
Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions: <ol style="list-style-type: none"> 1. If replaced or superseded by a subsequent permitted use or Special Use permit. 2. If the applicant requests the rescinding of the Special Use permit. 3. If a condition of approval included stipulation to expire the Special Use permit by a certain date. 4. If the use is abandoned, moved or vacated for a period of one year. 		
Violations. Violations shall be handled in accordance with Section 1801.J.		
Authorization		
CERTIFICATION AND AFFIDAVIT:		
The undersigned affirm(s) that he/she/they is/are the <input type="checkbox"/> owner, <input checked="" type="checkbox"/> leasee, <input type="checkbox"/> owner's representative, <input type="checkbox"/> contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27.		
Signature: _____	Date: <u>7/2/19</u>	
Signature: _____	Date: _____	
<i>If applicant is incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.</i>		
<input checked="" type="checkbox"/> By checking this box permission is given for Planning Commission Members to make a site inspection if desired.		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:		
Office Use Only		
Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Date: May 24, 2019

Addressee: GR Bud, LLC

Address: 805 26th Street Southeast
Grand Rapids, MI 49508

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on May 24, 2019 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
P O Box 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Marijuana Regulatory Agency
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

Andrew Brisbo, Executive Director
Marijuana Regulatory Agency
Michigan Department of Licensing and Regulatory Affairs

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/20:

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

GR BUD, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOHN HERMIZ
2. Street Address: 805 28TH ST. SE
Apt/Suite/Other:
City: GRAND RAPIDS
State: MI Zip Code: 49508

3. Registered Office Mailing Address:
P.O. Box or Street Address: 805 28TH ST. SE
Apt/Suite/Other:
City: GRAND RAPIDS
State: MI Zip Code: 49508

Signed this 18th Day of December, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Robert A. Hendricks	Attorney In Fact	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

GR BUD, LLC

ID Number: 802266673

received by electronic transmission on December 18, 2018 **, is hereby endorsed.**

Filed on December 19, 2018, **by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of December, 2018.

A handwritten signature in black ink, appearing to read "Julia Dale".

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

July 8, 2019

City of Manistee
395 Third St. Manistee, Mi. 49660
Attn: Planning & Zoning Departments

Re: Project at 48 Arthur St. Manistee, MI
Proposed special land use – Marijuana Provisioning Center

Dear Sir/Madam:

The above-mentioned property is located in the Marijuana sales overlay district in Manistee, MI. We do not believe the proposed use will have any significant or substantial effect on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes. We are proposing a retail establishment.

The premises shall have adequate storage space for marijuana and will be stored in a secure storage room along with adequate surveillance and accessibility only to specified employees. For odor control, the premises will use a closed loop/non-exhaust system in order to keep CO2 and odors inside the facility. Tube carbon filters will be used for mitigation of the odors. The bulk of the inventory will be kept in jars which will contain odor. The City of Manistee's noise regulations will be upheld in the facility (no music playing on speakers inside/outside of the facility). The ambient sound levels of the building will be monitored in order to design goals for facility-generated sound at nearby sensitive receptors.

We plan on attending meetings with City Council Members to hold discussions on the appropriateness of the facility, serving local patients, and about potential policy concerns and changes in the community. We will hold neighborhood conversations at City hall meetings to address any/all potential concerns about the facility and how to make changes that best suit the community. We shall also send out neighborhood mailers to residents within 500 feet of the facility listing contact information for the residents to address any concerns.

Our goal and intent to this project is aid in the physical attributes of the existing buildings and site which will enhance the area both environmentally and architecturally. Each of the building's design will incorporate physical amenities which will also promote a friendly interaction between the retail areas and its customers and the surrounding neighbors.

Most of the site has been developed already. Our goal is to reshape and enhance the properties were feasible and meet all the current standards of the City zoning ordinance.

This will be achieved through the following outline of our intended scope of work:

- Renovated the exteriors of the buildings that will be retained with durable exterior material such as stone veneer, brick and synthetic siding.

- Remove portions of buildings that are eyesores such as billboard signage, roofing canopies and areas where the materials detract from the overall appearance.
- Retain any historic or preserve significant buildings such as 24th Arthur St. where possible.
- Introduce significant greenbelt with landscaping along the street frontage.
- Minimize the parking and add internal site landscaping within the parking areas and adjacent properties.
- Add appropriate exterior lighting with cut off-luminaries
- Provide amenities such as environmental seating areas, with benches, bike racks and landscape planters at strategic locations
- Provide signage control by replacing building signage with ground signs where possible, removing billboards and other eyesores.
- Add attractive additions or buildings where the existing building has little value

Implementing the above features to this renovation project will have a positive impact to the area.

Since these sites are already developed, by removing pavement where possible and adding landscaping will enhancing the physical environment will aid in its preservation and anticipate only a positive effect to the area.

Sincerely,

John Hermiz



BUY AND SELL AGREEMENT

Page 1 of 5

Selling Office: Real Estate One Front Listing Office: _____
 Office License #: 233021 Office License #: _____
 Selling REALTOR®: Ian Bertram Team Bertram Listing REALTOR®: _____
 REALTOR® License #: 414671 REALTOR® License #: _____
 Selling REALTOR®'s Email: ianbertramrealestate@gmail.com Listing REALTOR®'s Email: _____
 Selling REALTOR®'s Phone: (231) 409-7512 Listing REALTOR®'s Phone: _____
 Date: May 30, 2019 at 6 AM PM

1. BUYER: The undersigned Buyer(s) MSB Property LLC (Buyer's
 Legal Name) agrees to purchase the following described Real Property situated in the _____ City
 of Manistee County of Manistee and State of Michigan.
 MLS# _____ Tax No.: 51-101-250-09

Legal Description:

Of Record

Property Address: 48 Arthur, Manistee, MI 49660 (the "Property")
 The Property is owned by: 48 Arthur Street LLC ("Seller")

2. PRICE: The purchase price shall be \$ 715,000.00 Seven Hundred Fifteen Thousand

3. TERMS: The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph A below:

- A. CASH SALE: Payment of full purchase price.
- B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Buyer's ability to obtain at Buyer's own expense a _____ mortgage loan in the amount of \$ _____. Buyer agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Buyer within five (5) business days of the Effective Date of this Agreement.
- C. OWNER FINANCING: See Addendum

The purchase money shall be paid in cash or by cashiers check to appropriate title company or escrow agent.

4. CLOSING: This sale is to be closed on or before November 29, 2019, unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the title company/escrow agent closing fee.

A. ATTENTION CLOSING/ESCROW AGENTS:

- i. Seller and Buyer instruct Buyer's lender, closing and/or escrow agents that wire instructions and other nonpublic personal information must be conveyed by encrypted email, overnight courier, U.S. Mail or hand delivery only.
- ii. Please take notice that pursuant to the terms of Buyer's agency agreement with Broker, Buyer agreed to pay Selling Broker a Broker Commission in the amount of \$95 in addition to the percentage amounts provided in the buyer agency agreement, MLS offer of cooperation and listing contract.

5. OIL, GAS, and MINERAL RIGHTS: if any, are included YES NO unless previously severed by former owner.

6. FIXTURES & IMPROVEMENTS: Sale to include all buildings, improvements, carpeting, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, water softener (unless rented), fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator , Oven/Range , Window Treatments , Dishwasher , Microwave , Washer , Dryer .

Buyer's Initials MSB / _____
 123 Rev. 3/19

Seller's Initials IBR
 © Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT**Page 2 of 5**

7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other items assumed or to be paid by the Buyer shall be prorated as of the date of closing.

"Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

8. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.
9. **POSSESSION:** Seller shall deliver and Buyer shall accept possession of the Property subject to the rights of any tenants at or 45 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ NA per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Buyer shall retain from the amount due Seller at closing the sum of \$ NA as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.
10. **PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Buyer.

11. **SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 569.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Subject property exempt from disclosure statement.

12. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the Property or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the Property or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the Property and, claims related to those matters. This paragraph shall survive a closing.

13. **EARNEST MONEY DEPOSIT:** Buyer deposits \$ 5,000.00 to be held by Real Estate One ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this Deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the Deposit, the Deposit shall remain in Escrowee's trust account until a court action has determined to whom the Deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the Deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 26 below.)

14. **COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

Buyer's Initials
123 Rev. 3/19

Seller's Initials
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT**Page 3 of 5**

16. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.
16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the Property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.
- A. This offer is contingent upon satisfactory inspections of the Property, at Buyer's choice and at Buyer's expense, no later than 30 days of the Effective Date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigations, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingency nor terminates the Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removed the inspection contingency in writing within the time for inspections.
- B. Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the Property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the Property.
17. **LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that prior to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.
18. **HOME PROTECTION PLAN:** Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a buyer. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Buyer does does not wish to purchase a Home Protection Plan.
19. **SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.
20. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.
21. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.
22. **AGENCY CONFIRMATION:** Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
23. **ATTACHMENTS:** These attachments are incorporated by reference: Addendum(s) Seller's Disclosure Statement Lead-Based Paint Seller's Disclosure Form Unplatted Land Division Addendum Other _____
24. **ADDITIONAL CONDITIONS:**
Sale is contingent upon Buyer obtaining governmental approval for its intended use. Seller agrees to allow the Buyer to assign this agreement without written consent. Seller agrees to give one 60 Day extension at no additional cost. Seller is to assist in all aspects with Buyer in obtaining governmental approval at no cost to Seller. Deposit to be refundable if Buyer does not satisfy its contingency. See Addendum A
25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.
26. **DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice to communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or

Buyer's Initials

123 Rev. 3/19

Seller's Initials
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 4 of 5

transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

- 28. **ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.
- 29. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 30. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
- 31. **THIS OFFER WILL EXPIRE ON** June 8, 2019 at 12 AM PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: _____ Agent / REALTOR®

32. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Buyer(s):
[Signature]

6/6/2019 | 7:41 AM EDT

NBB Property LLC
Print Name

Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

33. SELLER'S ACCEPTANCE: Seller accepts Buyer's offer. Dated this 2th day of JUNE, 2019 at 12:15 AM PM.

Seller(s):
[Signature]

48 Arthur Street LLC
Print Name

Print Name

Seller(s) Address:

Seller(s) Contact Numbers:

*NOTE: Please sign as you wish your name to appear on the final papers.

Buyer's Initials [Initials]
129 Rev. 3/19

Seller's Initials _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT Page 5 of 5

34. **COUNTEROFFER:** This is a counteroffer to Buyer's offer dated the _____ day of _____, _____, Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before _____ at _____ AM PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer. Dated this _____ day of _____, _____ at _____ AM PM.

Seller(s):

Seller(s):

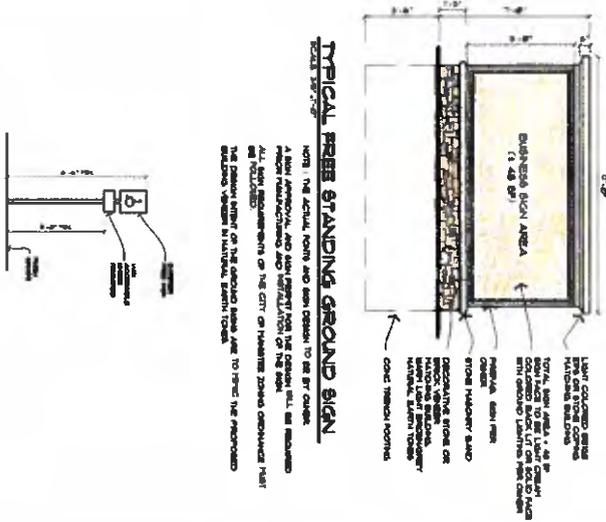
35. **ACCEPTANCE OF COUNTEROFFER:** If Seller's acceptance constitutes a counteroffer, Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 34. Dated this _____ day of _____, _____ at _____ AM PM.

Buyer(s):

Buyer(s):

Buyer's Initials
123 Rev. 3/18

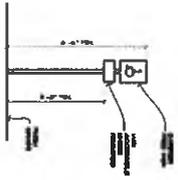
Seller's Initials
© Real Estate One, Inc. 2019



TYPICAL FREE STANDING GROUND SIGN

NOTE: THE ACTUAL FORM AND SIGN DESIGN TO BE SET OUTSIDE. ALL SIGN REQUIREMENTS OF THE CITY OF HAWAII SHOULD BE FOLLOWED. THE EXISTING HEIGHT OF THE SIGN AREA MUST BE TO FIT THE PROPOSED SIGN. SIGN IS MOUNTED ON NATURAL STONE TOPS.

TYPICAL BARRIER FREE ACCESSIBLE SIGN

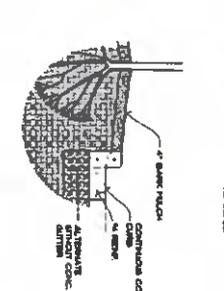
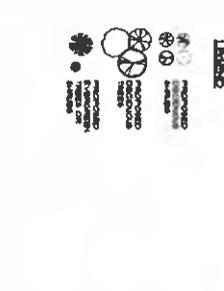
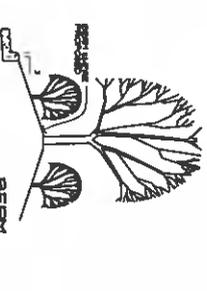
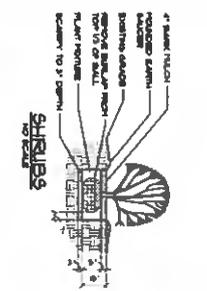


LANDSCAPE NOTES AND MATERIAL SPECIFICATIONS

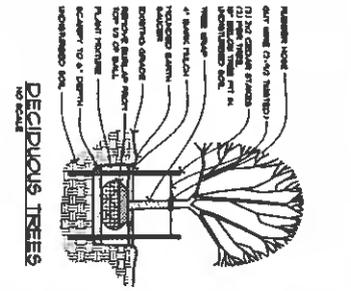
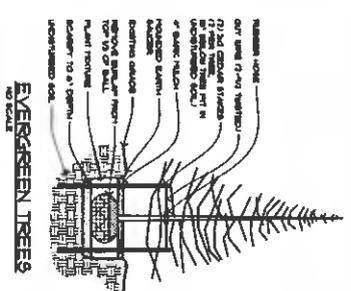
1. ALL MATERIALS TO BE USED SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
2. ALL LANDSCAPING MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
3. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
4. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
5. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
6. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
7. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
8. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
9. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.
10. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY OF HAWAII.

GENERAL PLANT SCHEDULE

GENERAL PLANT SCHEDULE. THIS SCHEDULE IS INTENDED TO BE USED AS A GUIDE ONLY. THE CITY OF HAWAII RESERVES THE RIGHT TO APPROVE OR DISAPPROVE ANY PLANT MATERIALS. THE CITY OF HAWAII RESERVES THE RIGHT TO APPROVE OR DISAPPROVE ANY PLANT MATERIALS. THE CITY OF HAWAII RESERVES THE RIGHT TO APPROVE OR DISAPPROVE ANY PLANT MATERIALS.



LANDSCAPE 19L AND DETAIL



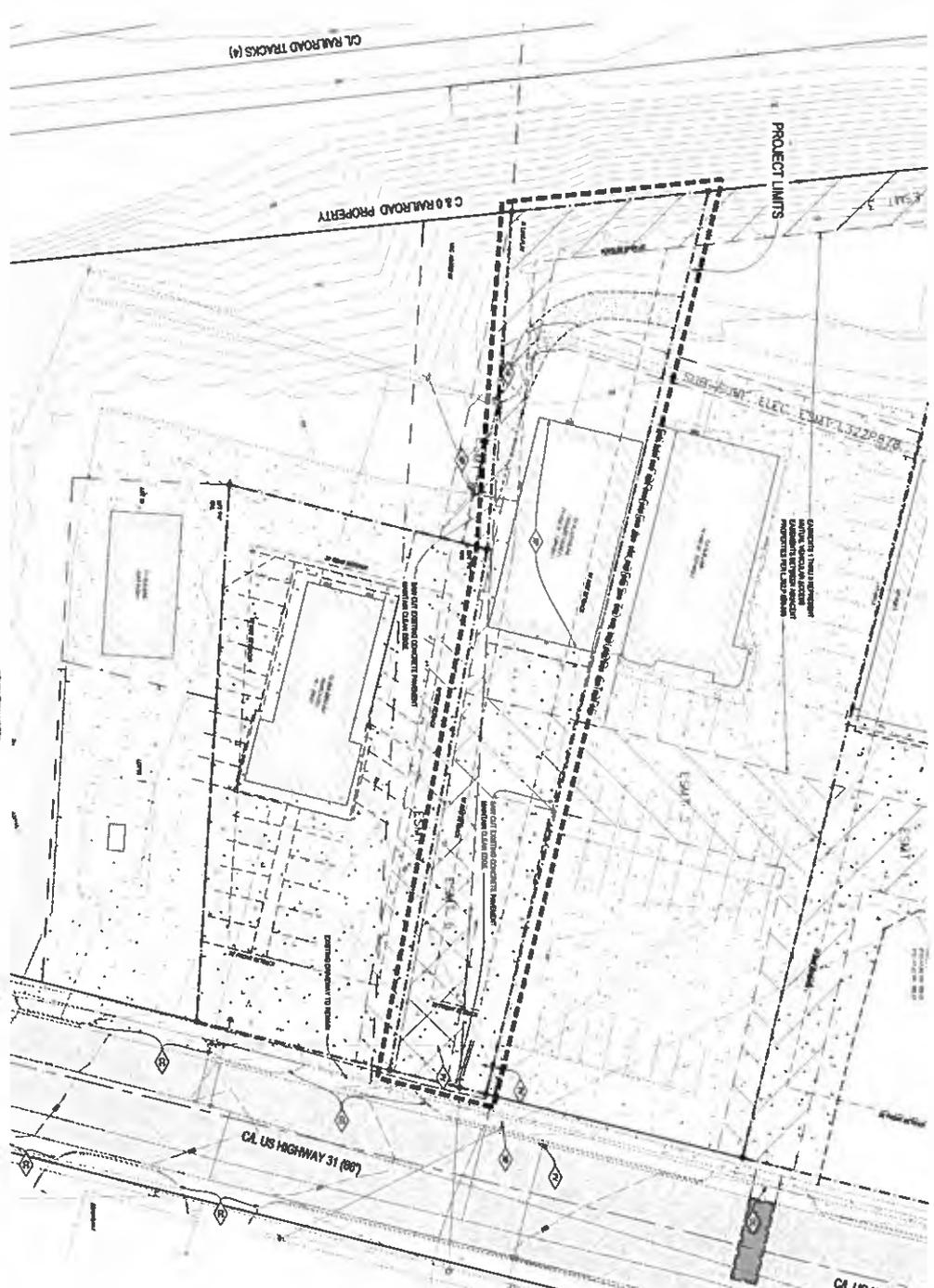
EVERGREEN TREES

DECIDUOUS TREES

GENERAL ARTHUR STREET LANDSCAPING DESIGN

PROPOSED RETAIL BUILDING DEVELOPMENT

ENGINEER: A.T. 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



DEMOLITION NOTES

1. DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
2. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
3. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
4. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
5. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
6. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
7. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
8. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
9. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
10. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.

- DEMOLITION LEGEND**
- **DEMOLITION REMOVAL**
 - 1. DEMOLITION REMOVAL
 - 2. DEMOLITION REMOVAL
 - 3. DEMOLITION REMOVAL
 - 4. DEMOLITION REMOVAL
 - 5. DEMOLITION REMOVAL
 - 6. DEMOLITION REMOVAL
 - 7. DEMOLITION REMOVAL
 - 8. DEMOLITION REMOVAL
 - 9. DEMOLITION REMOVAL
 - 10. DEMOLITION REMOVAL
 - ◇ **GENERAL REMOVAL**
 - 1. GENERAL REMOVAL
 - 2. GENERAL REMOVAL
 - 3. GENERAL REMOVAL
 - 4. GENERAL REMOVAL
 - 5. GENERAL REMOVAL
 - 6. GENERAL REMOVAL
 - 7. GENERAL REMOVAL
 - 8. GENERAL REMOVAL
 - 9. GENERAL REMOVAL
 - 10. GENERAL REMOVAL

CNA SCHEDULE

1. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.



GENERAL NOTES

1. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
2. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
3. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
4. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
5. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
6. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
7. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
8. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
9. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.
10. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF SAN JOSE DEMOLITION ORDINANCE AND THE CALIFORNIA DEMOLITION ACT.

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
2	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
3	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
4	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
5	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
6	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
7	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
8	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
9	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC
10	ISSUED FOR PERMIT	10/10/2014	GR BUD, LLC

<p>PARADIGM DESIGN ARCHITECTS & ENGINEERS 1000 W. SANTA ANITA AVE. SANTA ANITA, CA 95050 (925) 261-1111 www.paradigm-design.com</p>		<p>PROJECT: 40 ANTHONY STREET RENOVATION & DEMOLITION</p> <p>CONTRACT: GR BUD, LLC</p>	<p>DATE: 10/10/2014 BY: GR BUD, LLC</p>	<p>PROJECT: 1908104</p> <p>SHEET: CIVIL DESIGN CONDITIONS & DEMOLITION PLAN C-101</p>
--	--	--	---	---



SOIL BENCHMARK

NO.	DESCRIPTION	DATE	BY	REVISION
1	ISSUED FOR PERMIT	10/25/2017	JDOYLE	
2	REVISED PER COMMENTS	10/25/2017	JDOYLE	
3	REVISED PER COMMENTS	10/25/2017	JDOYLE	
4	REVISED PER COMMENTS	10/25/2017	JDOYLE	
5	REVISED PER COMMENTS	10/25/2017	JDOYLE	
6	REVISED PER COMMENTS	10/25/2017	JDOYLE	
7	REVISED PER COMMENTS	10/25/2017	JDOYLE	
8	REVISED PER COMMENTS	10/25/2017	JDOYLE	
9	REVISED PER COMMENTS	10/25/2017	JDOYLE	
10	REVISED PER COMMENTS	10/25/2017	JDOYLE	

GENERAL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

1. EROSION CONTROL: Install silt fences, sediment basins, and other erosion control measures as required by the local jurisdiction. Maintain these measures throughout the construction period.

2. SEDIMENTATION CONTROL: Install sediment basins, silt fences, and other sedimentation control measures as required by the local jurisdiction. Maintain these measures throughout the construction period.

3. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES: Implement the following measures to prevent soil erosion and sedimentation during construction:

- 7. EROSION CONTROL: Install silt fences, sediment basins, and other erosion control measures as required by the local jurisdiction.
- 15. SEDIMENTATION CONTROL: Install sediment basins, silt fences, and other sedimentation control measures as required by the local jurisdiction.
- 16. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES: Implement the following measures to prevent soil erosion and sedimentation during construction.
- 35. EROSION CONTROL: Install silt fences, sediment basins, and other erosion control measures as required by the local jurisdiction.
- 54. SEDIMENTATION CONTROL: Install sediment basins, silt fences, and other sedimentation control measures as required by the local jurisdiction.
- 55. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES: Implement the following measures to prevent soil erosion and sedimentation during construction.

PROPOSED EROSION CONTROL MEASURES

1. EROSION CONTROL: Silt fence, Sediment basin, Other: _____

2. SEDIMENTATION CONTROL: Sediment basin, Silt fence, Other: _____

3. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES: Erosion control, Sedimentation control, Other: _____

4. EROSION CONTROL: Silt fence, Sediment basin, Other: _____

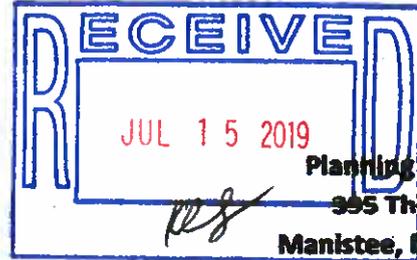
5. SEDIMENTATION CONTROL: Sediment basin, Silt fence, Other: _____

6. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES: Erosion control, Sedimentation control, Other: _____

<p>PARADIGM DESIGN ARCHITECT & ENGINEERS 10000 Wilshire Blvd, Suite 1000 Beverly Hills, CA 90210 Tel: 310.274.1000 Fax: 310.274.1001 www.paradigm-design.com</p>	<p>DAVID S. DOYLE REGISTERED PROFESSIONAL ENGINEER No. 10000 Civil Engineering State of California Exp. 12/31/2020</p>	<p>10 AMERICA STREET, MANTENA, CA</p> <p>CONTRACT GR BLD, LLC</p>	<p>NO. 301017, RE: GRAND BLDG. IN 0800</p> <p>REGISTERED DATE DATE DESCRIPTION 1/2/18 BLDG APPLICATION 1/2/18 PER BLDG PER</p>	<p>PROJECT 1908104</p> <p>SHEET</p> <p>CNL GRADING AND SWEEP PLAN C-103</p>
---	---	--	---	--



ACCEPTED
JUL 15 2019



Planning & Zoning
395 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses
Please Print

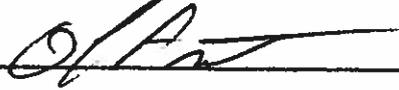
Submission of Application	
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness. Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</i></p>	
Property Information	
Address: 52 Arthur St.	Parcel# 511025005
Applicant Information	
Name of Owner or Lessee: Michigan Provisioning Center, LLC	
Address: 4329 S. Money Court, W. Bloomfield, MI 48307	
Phone #:	Cell#: 248-421-9936 e-mail: Davidantina@yahoo.com
Name of Agent (if applicable): David Antina	
Address:	
Phone #:	Cell#: 248-421-9936 e-mail: Davidantina@yahoo.com
Data Required/Project Information	
Land Area: 59487.0375	Zoning Classification: C1
Present/proposed Land Use: Provisioning Center - Recreational and/or Medical, Micro	
Attach a Detailed Narrative for the following	
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.

Special Use Permit Application/Detailed Site Plan

PAID

JUL 27 2019 Page 1 of 3

Edward Bradford
CITY TREASURER

Additional Information		
Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2, an environmental assessment as required by Section 2203, E, 1, a market study as required by Section 2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.		
Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C.		
Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.		
Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.		
Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F.		
Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.		
Transfers. Transfers shall be handled in accordance with Section 1801.H.		
Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions: <ol style="list-style-type: none"> 1. If replaced or superseded by a subsequent permitted use or Special Use permit. 2. If the applicant requests the rescinding of the Special Use permit. 3. If a condition of approval included stipulation to expire the Special Use permit by a certain date. 4. If the use is abandoned, moved or vacated for a period of one year. 		
Violations. Violations shall be handled in accordance with Section 1801.J.		
Authorization		
CERTIFICATION AND AFFIDAVIT:		
The undersigned affirm(s) that he/she/they is/are the <input type="checkbox"/> owner, <input checked="" type="checkbox"/> leasee, <input type="checkbox"/> owner's representative, <input type="checkbox"/> contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27.		
Signature: 	Date: 7-2-19	
Signature: _____	Date: _____	
<i>If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.</i>		
<input checked="" type="checkbox"/> By checking this box permission is given for Planning Commission Members to make a site inspection if desired.		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:		
Office Use Only		
Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received:	Hearing Date:	PC -



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

VIA US MAIL

Date: March 21, 2019

Addressee: Michigan Provisioning Center, LLC

Address: 4329 S. Mcnay Court

West Bloomfield, MI 48323

RE: Prequalification status for your pending application

Dear Applicant:

The Medical Marijuana Licensing Board considered your partial application for prequalification status on March 21, 2019 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the board will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

Department of Licensing & Regulatory Affairs
Bureau of Marijuana Regulation
Marijuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Bureau of Marijuana Regulation
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

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

BUREAU OF MARIJUANA REGULATION
2407 NORTH GRAND RIVER · P.O. BOX 30205 · LANSING, MICHIGAN 48909
www.michigan.gov/bmr · 517-284-8599

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/20

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

MICHIGAN PROVISIONING CENTER, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: DAVID ANTIWAN
2. Street Address: 4329 S. MCNAY COURT
Apt/Suite/Other:
City: W. BLOOMFIELD
State: MI Zip Code: 48323

3. Registered Office Mailing Address:
P.O. Box or Street Address: 4329 S. MCNAY COURT
Apt/Suite/Other:
City: W. BLOOMFIELD
State: MI Zip Code: 48323

Signed this 13th Day of September, 2018 by the organizer(s):

Signature	Title	Title If "Other" was selected
David Antiwan	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

MICHIGAN PROVISIONING CENTER, LLC

ID Number: 802235670

received by electronic transmission on September 13, 2018, **is hereby endorsed.**

Filed on September 13, 2018, **by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of September, 2018.

A handwritten signature in cursive script, appearing to read "Julia Dale".

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

July 8, 2019

City of Manistee
395 Third St. Manistee, Mi. 49660
Attn: Planning & Zoning Departments

Re: Project at 52 Arthur St. Manistee, MI
Proposed special land use – Marijuana Provisioning Center

Dear Sir/Madam:

The above-mentioned property is located in the Marijuana sales overlay district in Manistee, MI. We do not believe the proposed use will have any significant or substantial effect on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes. We are proposing a retail establishment.

The premises shall have adequate storage space for marijuana and will be stored in a secure storage room along with adequate surveillance and accessibility only to specified employees. For odor control, the premises will use a closed loop/non-exhaust system in order to keep CO2 and odors inside the facility. Tube carbon filters will be used for mitigation of the odors. The bulk of the inventory will be kept in jars which will contain odor. The City of Manistee's noise regulations will be upheld in the facility (no music playing on speakers inside/outside of the facility). The ambient sound levels of the building will be monitored in order to design goals for facility-generated sound at nearby sensitive receptors.

We plan on attending meetings with City Council Members to hold discussions on the appropriateness of the facility, serving local patients, and about potential policy concerns and changes in the community. We will hold neighborhood conversations at City hall meetings to address any/all potential concerns about the facility and how to make changes that best suit the community. We shall also send out neighborhood mailers to residents within 500 feet of the facility listing contact information for the residents to address any concerns.

Our goal and intent to this project is aid in the physical attributes of the existing buildings and site which will enhance the area both environmentally and architecturally. Each of the building's design will incorporate physical amenities which will also promote a friendly interaction between the retail areas and its customers and the surrounding neighbors.

Most of the site has been developed already. Our goal is to reshape and enhance the properties were feasible and meet all the current standards of the City zoning ordinance.

This will be achieved through the following outline of our intended scope of work:

- Renovated the exteriors of the buildings that will be retained with durable exterior material such as stone veneer, brick and synthetic siding.

- Remove portions of buildings that are eyesores such as billboard signage, roofing canopies and areas where the materials detract from the overall appearance.
- Retain any historic or preserve significant buildings such as 24th Arthur St. where possible.
- Introduce significant greenbelt with landscaping along the street frontage.
- Minimize the parking and add internal site landscaping within the parking areas and adjacent properties.
- Add appropriate exterior lighting with cut off-luminaries
- Provide amenities such as environmental seating areas, with benches, bike racks and landscape planters at strategic locations
- Provide signage control by replacing building signage with ground signs were possible, removing billboards and other eyesores.
- Add attractive additions or buildings where the existing building has little value

Implementing the above features to this renovation project will have a positive impact to the area.

Since these sites are already developed, by removing pavement where possible and adding landscaping will enhancing the physical environment will aid in its preservation and anticipate only a positive effect to the area.

Sincerely,

David Antiwan



BUY AND SELL AGREEMENT

Page 1 of 5

Selling Office: Real Estate One Listing Office: _____
 Office License #: 233021 Office License #: _____
 Selling REALTOR®: Ian Bertram Team Bertram Listing REALTOR®: _____
 REALTOR® License #: 414671 REALTOR® License #: _____
ianbertramrealestate@gmail.com
 Selling REALTOR®'s Email: ian Listing REALTOR®'s Email: _____
 Selling REALTOR®'s Phone: (231) 409-7512 Listing REALTOR®'s Phone: _____
 Date: May 20, 2019, at 6 AM PM

1. BUYER: The undersigned Buyer(s) NBS Property LLC (Buyer's Legal Name) agrees to purchase the following described Real Property situated in the _____ City of Manistee County of Manistee and State of Michigan. MLS# _____ Tax No.: 51-101-250-05

Legal Description:

Of Record

Property Address: 52 Arthur Street, Manistee, MI 49660 (the "Property")
 The Property is owned by: 52 Arthur Street LLC ("Seller")

2. PRICE: The purchase price shall be \$1,600,000.00 One Million, Six Hundred Thousand
3. TERMS: The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph A below:
- A. CASH SALE: Payment of full purchase price.
 - B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Buyer's ability to obtain at Buyer's own expense a _____ mortgage loan in the amount of \$_____. Buyer agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Buyer within five (5) business days of the Effective Date of this Agreement.
 - C. OWNER FINANCING: See Addendum

The purchase money shall be paid in cash or by cashiers check to appropriate title company or escrow agent.

4. CLOSING: This sale is to be closed on or before November 29, 2019, unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the title company/escrow agent closing fee.
- A. ATTENTION CLOSING/ESCROW AGENTS:**
- i. Seller and Buyer instruct Buyer's lender, closing and/or escrow agents that wire instructions and other nonpublic personal information must be conveyed by encrypted email, overnight courier, U.S. Mail or hand delivery only.
 - ii. Please take notice that pursuant to the terms of Buyer's agency agreement with Broker, Buyer agreed to pay Selling Broker a Broker Commission in the amount of \$96 in addition to the percentage amounts provided in the buyer agency agreement, MLS offer of cooperation and listing contract.

5. OIL, GAS, and MINERAL RIGHTS: if any, are included YES NO unless previously severed by former owner.
6. FIXTURES & IMPROVEMENTS: Sale to include all buildings, improvements, carpeting, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, water softener (unless rented), fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator , Oven/Range , Window Treatments , Dishwasher , Microwave , Washer , Dryer .

Buyer's Initials IBC

Seller's Initials IBC
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 2 of 5

- 7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of closing.

"Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

- 8. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.
- 9. **POSSESSION:** Seller shall deliver and Buyer shall accept possession of the Property subject to the rights of any tenants at or 45 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ NA per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Buyer shall retain from the amount due Seller at closing the sum of \$ NA as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.
- 10. **PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Buyer.

11. **SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 550.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Subject property exempt from disclosure statement.

- 12. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the Property or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the Property or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the Property and, claims related to those matters. This paragraph shall survive a closing.

- 13. **EARNEST MONEY DEPOSIT:** Buyer deposits \$ 5,000.00 to be held by Real Estate One ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this Deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the Deposit, the Deposit shall remain in Escrowee's trust account until a court action has determined to whom the Deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the Deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 28 below.)

- 14. **COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

Buyer's Initials [Signature]
123 Rev. 3/19

Seller's Initials [Signature]
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 3 of 5

15. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.
16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the Property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.
- A. This offer is contingent upon satisfactory inspections of the Property, at Buyer's choice and at Buyer's expense, no later than 20 days of the Effective Date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigations, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates the Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removed the inspection contingency in writing within the time for inspections.
- B. Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the Property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the Property.
17. **LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that proper to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.
18. **HOME PROTECTION PLAN:** Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a buyer. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Buyer does does not wish to purchase a Home Protection Plan.
19. **SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.
20. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.
21. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.
22. **AGENCY CONFIRMATION:** Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
23. **ATTACHMENTS:** These attachments are incorporated by reference: Addendum(s) Seller's Disclosure Statement Lead-Based Paint Seller's Disclosure Form Unplatted Land Division Addendum Other _____
24. **ADDITIONAL CONDITIONS:**
Sale is contingent upon Buyer obtaining governmental approval for its intended use. Seller agrees to allow the Buyer to assign this agreement without written consent. Seller agrees to give one 60 Day extension at no additional cost. Seller is to assist in all aspects with Buyer in obtaining governmental approval at no cost to Seller. Deposit to be refundable if Buyer does not satisfy its contingency.
25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.
26. **DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice to communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or

Buyer's Initials / _____
123 Rev. 3/18Seller's Initials Blak / _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT Page 4 of 5

transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

- 28. **ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.
- 29. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 30. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
- 31. **THIS OFFER WILL EXPIRE ON** June 8, 2019 at 12 AM PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: _____ Agent / REALTOR®

32. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Buyer(s):

Handwritten signature

(SIGNED)

6/6/2019 | 7:40 AM EDT

NSS Property LLC

Print Name

Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

33. **SELLER'S ACCEPTANCE:** Seller accepts Buyer's offer. Dated this 7th day of JUNE, 2019 at 6:20 AM PM.

Seller(s):

Handwritten signature

(SIGNED)

S2 Arthur Street LLC

Print Name

Print Name

Seller(s) Address:

Seller(s) Contact Numbers:

*NOTE: Please sign as you wish your name to appear on the final papers.

Buyer's Initials NS
123 Rev. 3/19

Seller's Initials _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT
Page 5 of 5

34. COUNTEROFFER: This is a counteroffer to Buyer's offer dated the _____ day of _____, _____. Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before _____ at _____ AM PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer. Dated this _____ day of _____, _____ at _____ AM PM.

Seller(s):

Seller(s):

35. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer, Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 34. Dated this _____ day of _____, _____ at _____ AM PM.

Buyer(s):

Buyer(s):

Buyer's Initials
123 Rev. 3/19

Seller's Initials
© Real Estate One, Inc. 2019



ADDENDUM / AMENDMENT A

Page 1 of 1

This Addendum is part of a Purchase Agreement dated May 20, 2019 between 52 Arthur Street LLC as Seller(s) and NBS Property LLC as Buyer(s) for property commonly known as 52 Arthur Street, Manistee, MI 49660 (the "Purchase Agreement").

For and in consideration of the mutual covenants, conditions, agreements and representations herein set forth, the parties agree to amend the Purchase Agreement as follows:
The following items are not included in the Sale of the Purchase Agreement...

- 1) Oil Burning Furnace
- 2) Commercial Dishwasher
- 3) Commercial Air Compressor

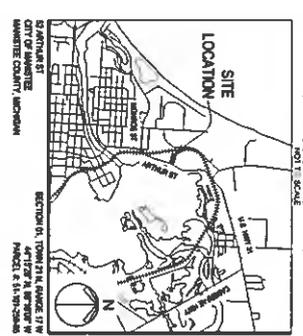
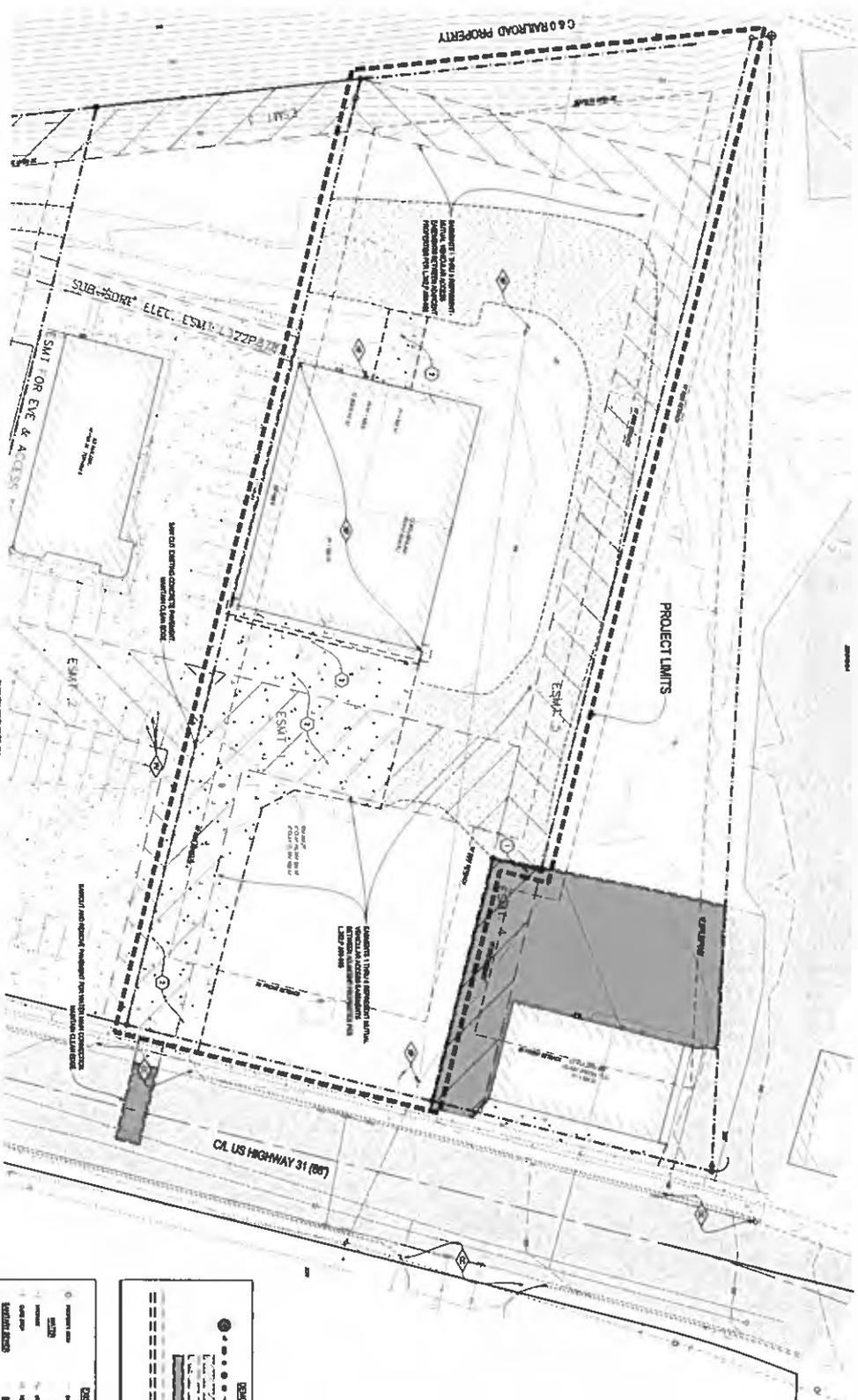
ALL OTHER TERMS TO REMAIN THE SAME

Except as set forth in this Addendum, the Purchase Agreement shall remain in full force and effect in all respects as originally written. In the event of any inconsistencies or conflicts between the terms of this Addendum and the Purchase Agreement, the terms of this Addendum shall govern.

[Handwritten Signature]
Seller 52 Arthur Street LLC Date JUN 7, 19

6/7/2019 | 9:46 AM ET
Buyer NBS Property LLC Date

Seller _____ Date _____ Buyer _____ Date _____



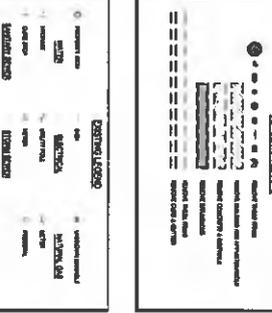
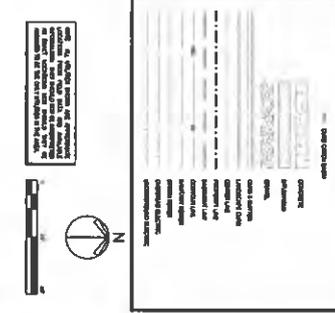
CONSTRUCTION NOTES:

1. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
2. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
3. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
4. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
5. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
6. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
7. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
8. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
9. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
10. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.

- PROJECT PROPOSED BY:**
- GENERAL NOTES:**
1. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 2. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 3. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 4. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 5. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 6. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 7. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 8. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 9. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
 10. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.

GENERAL NOTES:

1. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
2. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
3. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
4. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
5. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
6. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
7. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
8. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
9. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.
10. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE SAME LOCATION AND DEPTH AS SHOWN ON THE EXISTING UTILITIES PLAN.



PARADIGM DESIGN
ARCHITECTS & ENGINEERS
305 1/2 East Main Street
Canton, Michigan 48800
Phone: 517-353-0000
Fax: 517-353-0001

MICHIGAN PROVISIONING CENTER, LLC

CONTRACT

DATE 1-1-99
DESCRIPTION DEMOLITION PLAN
SHEET C-101



PARADIGM DESIGN
ARCHITECTS & ENGINEERS

500 E. WYOMING STREET, SUITE 200
ANN ARBOR, MI 48106-3000
PH: 734.769.2000

State of Michigan, Registered Professional Engineer
Professional No. 26000



MICHIGAN
PROVISIONING
CENTER, LLC

25 ANTLER STREET,
ANN ARBOR, MI

CONTACT
MICHIGAN
PROVISIONING
CENTER, LLC

DESIGNER
KASPER & KASPER
ARCHITECTS & ENGINEERS

DATE
11/15/10

RELEASE DATE
11/15/10

PROJECT
19081104

SHEET
1

CIVIL LAYOUT & UTILITY
PLAN

C-102



GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.

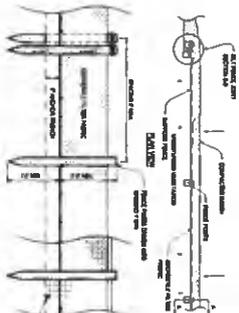
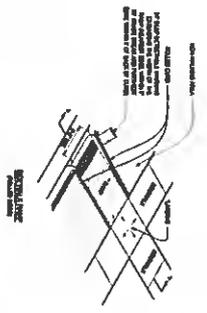
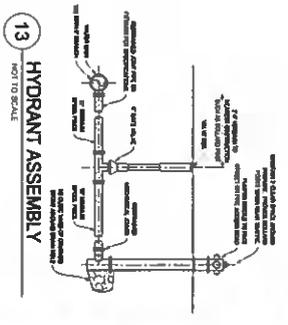
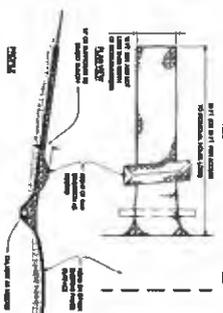
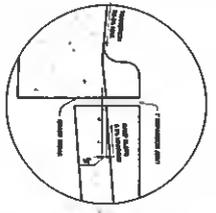
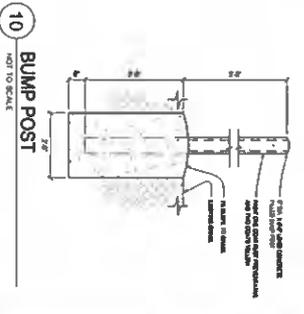
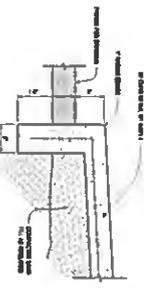
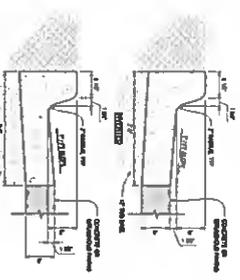
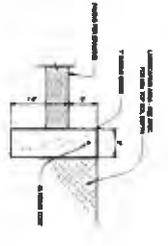
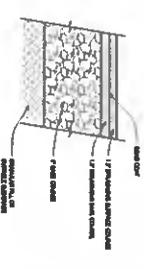
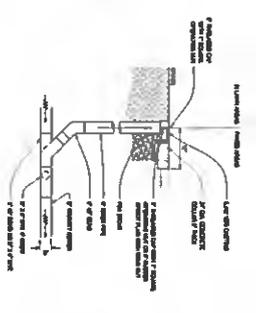
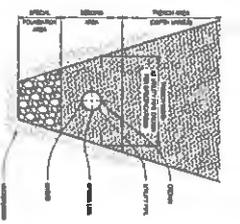
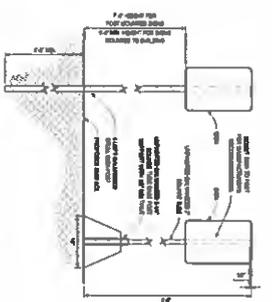
Legend table with symbols for various features like walls, doors, windows, and utilities.

Legend table with symbols for various features like walls, doors, windows, and utilities.

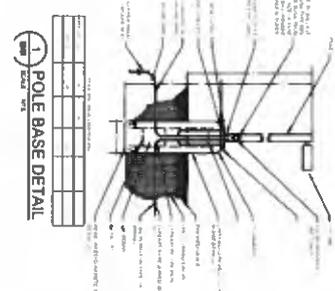




1 BARRIER FREE SIGNS
NOT TO SCALE

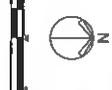


		PARADIGM DESIGN ARCHITECTS & ENGINEERS 300 S Main St, Suite 5 Grand Haven, Michigan 49424 Chad R. Hines 2685 W. 13th Street SW Grand Haven, Michigan 49424
PROJECT 1906.104 SHEET CIVIL DETAILS C-501		
CLIENT MICHIGAN PROVISIONING CENTER, LLC 25 ANTLAR STREET HAVEN, MI		
DESIGNER CHAD R. HINES DATE: 10/20/14 DATE: 10/20/14 DATE: 10/20/14		



1 POLE BASE DETAIL

Symbol	Notes
VA	Vertical Access
SA	Site Area
SC	Site Conditions



D-Series Step 01
LED Wall Light

Technical specifications and installation instructions for the D-Series Step 01 LED wall light.

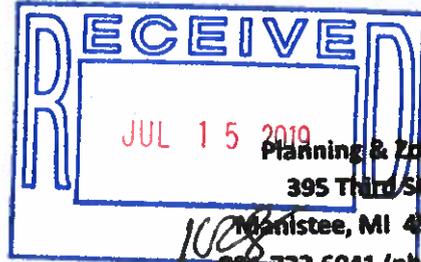
PARADIGM DESIGN ARCHITECT & ENGINEER

300 10th Ave Suite 100
Grand Rapids, MI 49503
Phone: 616.233.8888
Fax: 616.233.8889

<p>PROJECT 1908104</p>	<p>DATE 1/12/2010</p>	<p>RELEASED DATE 1/12/2010</p>	<p>DESIGNER MICHIGAN PROVISIONING CENTER, LLC</p>	<p>CLIENT MICHIGAN PROVISIONING CENTER, LLC</p>
<p>SITE LIGHTING CALCULATIONS ES101</p>				



ACCEPTED
JUL 15 2019



Planning & Zoning
395 Third Street
Manistee, MI 49660
231.723.6041 (phone)
231.398.3526 (fax)

Special Use Permit Application

A Detailed Site Plan is required for all Special Uses

Please Print

Submission of Application		
<p><i>Applications must be submitted 30 days prior to the meeting for review for completeness. Applications shall be submitted through the Zoning Administrator to the Planning Commission. Each application shall be accompanied by the payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the schedule of fees adopted by the City Council to cover the costs of processing the application. An application shall be submitted to the Zoning Administrator on a Special Use application form. A Special Use application shall be placed on the agenda of the Planning Commission by the Zoning Administrator within thirty (30) days of the submission of a complete application prepared in accordance with this Zoning Ordinance. An application, which is incomplete or otherwise not in compliance with this Ordinance, shall be returned to the applicant. No application shall be processed until properly prepared and submitted and all required fees and escrow payments paid in full.</i></p>		
Property Information		
Address: 64 Arthur St.	Parcel # 5110127504	
Applicant Information		
Name of Owner or Lessee: DNVK 3, LLC		
Address: 29500 Telegraph Rd, Ste 250, Southfield, MI 48034		
Phone #:	Cell#: 248-431-3677	e-mail: merwin@kerca.com
Name of Agent (if applicable): Merwin Kerca		
Address:		
Phone #:	Cell#: 248-431-3677	e-mail: Merwin@Kerca.com
Data Required/Project Information		
Land Area: 24753.3762	Zoning Classification: C4	
Present/proposed Land Use: Provisioning Center - Recreational and/or Medical/MICRO		
Attach a Detailed Narrative for the following		
<input checked="" type="checkbox"/>	A letter or signed narrative describing in detail the proposed special use and detailing why the location selected is appropriate.	
<input checked="" type="checkbox"/>	Applicant's statement of the expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes.	
<input checked="" type="checkbox"/>	Any additional material information necessary to consider the impact of the project upon adjacent properties and the general public as may be required by this ordinance, by the City Zoning Administrator or the Planning Commission; including, but not limited to, measures which will be undertaken to control soil erosion, shoreline protection, excessive noise, or adverse impacts of the development on the surrounding properties; elevations on all buildings, including accessory buildings; and, an environmental assessment.	
<input checked="" type="checkbox"/>	Supporting statements, evidence, data, information and exhibits that address the standards and requirements for assessing Special Use permit applications as provided in Section 1802.	

Special Use Permit Application/Detailed Site Plan

PAID
Page 1 of 1

JUL 22 2019

Edward Bradford
CITY TREASURER

Additional Information		
Any additional information deemed necessary for the Planning Commission to determine the impact of the proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203, E, 2, an environmental assessment as required by Section 2203, E, 1, a market study as required by Section 2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public safety (police and fire), health, highways or roads, and/or environment.		
Special Use review procedures. An application for Special Use Approval shall be processed in accordance with Section 1801.C.		
Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.		
Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.		
Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval and in accordance with Section 1801.F.		
Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may be made to an existing Special Use permit with the approval of the Zoning Administrator.		
Transfers. Transfers shall be handled in accordance with Section 1801.H.		
Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of one or more of the following conditions:		
<ol style="list-style-type: none"> 1. If replaced or superseded by a subsequent permitted use or Special Use permit. 2. If the applicant requests the rescinding of the Special Use permit. 3. If a condition of approval included stipulation to expire the Special Use permit by a certain date. 4. If the use is abandoned, moved or vacated for a period of one year. 		
Violations. Violations shall be handled in accordance with Section 1801.J.		
Authorization		
CERTIFICATION AND AFFIDAVIT:		
The undersigned affirm(s) that he/she/they is/are the <input type="checkbox"/> owner, <input checked="" type="checkbox"/> leasee, <input type="checkbox"/> owner's representative, <input type="checkbox"/> contractor involved in the application; and that the information included in this application is correct. Further, if the request is approved, the applicant will comply with all of the requirements of the City of Manistee Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow payments in full as provided in Article 27.		
Signature: _____		Date: 7/3/19
Signature: _____		Date: _____
<i>If applicant is Incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted with application.</i>		
<input checked="" type="checkbox"/> By checking this box permission is given for Planning Commission Members to make a site inspection if desired.		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax abatements, credits or deferments for this proposed project. If Yes, explain:		
Office Use Only		
Fee: <input type="checkbox"/> \$750.00 <input type="checkbox"/> \$ _____	Escrow Payment	Receipt #
Date Received: _____	Hearing Date: _____	PC -



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

VIA US MAIL

Date: January 7, 2019

Addressee: DNVK 3

Address: 29500 Telegraph Rd Ste 250
Southfield, MI 48034

RE: Prequalification status for your pending application

Dear Applicant:

The Medical Marijuana Licensing Board considered your partial application for prequalification status on December 21, 2018 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marijuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the board will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

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

Mailing Address:

Department of Licensing & Regulatory Affairs
Bureau of Marijuana Regulation
Marijuana Facility Licensing
P.O. Box. 30205
Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs
Bureau of Marijuana Regulation
Marijuana Facility Licensing
2407 North Grand River
Lansing, MI 48906

Sincerely,

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

BUREAU OF MARIJUANA REGULATION
2407 NORTH GRAND RIVER • P.O. BOX 30205 • LANSING, MICHIGAN 48909
www.michigan.gov/bmr • 517-284-8599

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/20

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

DNVK 3, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: MARVIN KARANA
2. Street Address: 29500 TELEGRAPH RD
Apt/Suite/Other: STE 250
City: SOUTHFIELD
State: MI Zip Code: 48034

3. Registered Office Mailing Address:
P.O. Box or Street Address: 29500 TELEGRAPH RD
Apt/Suite/Other: STE 250
City: SOUTHFIELD
State: MI Zip Code: 48034

Signed this 31st Day of August, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Marvin Karana	Attorney In Fact	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

DNVK 3, LLC

ID Number: 802232002

received by electronic transmission on August 31, 2018 **, is hereby endorsed.**

Filed on August 31, 2018 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31st day of August, 2018.

A handwritten signature in cursive script, appearing to read "Julia Dale".

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

July 8, 2019

City of Manistee
395 Third St. Manistee, Mi. 49660
Attn: Planning & Zoning Departments

Re: Project at 64 Arthur St. Manistee, MI
Proposed special land use – Marijuana Provisioning Center

Dear Sir/Madam:

The above-mentioned property is located in the Marijuana sales overlay district in Manistee, MI. We do not believe the proposed use will have any significant or substantial effect on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes. We are proposing a retail establishment.

The premises shall have adequate storage space for marijuana and will be stored in a secure storage room along with adequate surveillance and accessibility only to specified employees. For odor control, the premises will use a closed loop/non-exhaust system in order to keep CO2 and odors inside the facility. Tube carbon filters will be used for mitigation of the odors. The bulk of the inventory will be kept in jars which will contain odor. The City of Manistee's noise regulations will be upheld in the facility (no music playing on speakers inside/outside of the facility). The ambient sound levels of the building will be monitored in order to design goals for facility-generated sound at nearby sensitive receptors.

We plan on attending meetings with City Council Members to hold discussions on the appropriateness of the facility, serving local patients, and about potential policy concerns and changes in the community. We will hold neighborhood conversations at City hall meetings to address any/all potential concerns about the facility and how to make changes that best suit the community. We shall also send out neighborhood mailers to residents within 500 feet of the facility listing contact information for the residents to address any concerns.

Our goal and intent to this project is aid in the physical attributes of the existing buildings and site which will enhance the area both environmentally and architecturally. Each of the building's design will incorporate physical amenities which will also promote a friendly interaction between the retail areas and its customers and the surrounding neighbors.

Most of the site has been developed already. Our goal is to reshape and enhance the properties were feasible and meet all the current standards of the City zoning ordinance.

This will be achieved through the following outline of our intended scope of work:

- Renovated the exteriors of the buildings that will be retained with durable exterior material such as stone veneer, brick and synthetic siding.

- Remove portions of buildings that are eyesores such as billboard signage, roofing canopies and areas where the materials detract from the overall appearance.
- Retain any historic or preserve significant buildings such as 24th Arthur St. where possible.
- Introduce significant greenbelt with landscaping along the street frontage.
- Minimize the parking and add internal site landscaping within the parking areas and adjacent properties.
- Add appropriate exterior lighting with cut off-luminaries
- Provide amenities such as environmental seating areas, with benches, bike racks and landscape planters at strategic locations
- Provide signage control by replacing building signage with ground signs were possible, removing billboards and other eyesores.
- Add attractive additions or buildings where the existing building has little value

Implementing the above features to this renovation project will have a positive impact to the area.

Since these sites are already developed, by removing pavement where possible and adding landscaping will enhancing the physical environment will aid in its preservation and anticipate only a positive effect to the area.

Sincerely,

Marvin Karana



BUY AND SELL AGREEMENT

Page 1 of 5

Selling Office: Real Estate One Listing Office: Coldwell Banker
 Office License #: 232021 Office License #: _____
 Selling REALTOR®: Ian Bertram Team Bertram Listing REALTOR®: Michael Cnudde
 REALTOR® License #: 1414669 REALTOR® License #: _____
 Selling REALTOR®'s Email: olint@realestateone.com Listing REALTOR®'s Email: mike@cbupremier.com
 Selling REALTOR®'s Phone: (231) 499-7512 Listing REALTOR®'s Phone: _____
 Date: May 14, 2019 at 4 AM PM

1. BUYER: The undersigned Buyer(s) NBS Property LLC (Buyer's Legal Name) agrees to purchase the following described Real Property situated in the _____ City of Manistee County of Manistee and State of Michigan. MLS# _____ Tax No.: 51-101-275-04

Legal Description:

Of Record

Property Address: 64 Arthur St. Manistee, MI 49660 (the "Property")
 The Property is owned by: Timothy Marcand ("Seller")

2. PRICE: The purchase price shall be \$ 450,000.00 Four Hundred Fifty Thousand

3. TERMS: The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph A below:

- A. CASH SALE: Payment of full purchase price.
- B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Buyer's ability to obtain at Buyer's own expense a _____ mortgage loan in the amount of \$ _____ Buyer agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Buyer within five (5) business days of the Effective Date of this Agreement.
- C. OWNER FINANCING: See Addendum

The purchase money shall be paid in cash or by cashiers check to appropriate title company or escrow agent.

4. CLOSING: This sale is to be closed on or before July 30, 2019, unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the title company/escrow agent closing fee.

A. ATTENTION CLOSING/ESCROW AGENTS:

- i. Seller and Buyer instruct Buyer's lender, closing and/or escrow agents that wire instructions and other nonpublic personal information must be conveyed by encrypted email, overnight courier, U.S. Mail or hand delivery only.
- ii. Please take notice that pursuant to the terms of Buyer's agency agreement with Broker, Buyer agreed to pay Selling Broker a Broker Commission in the amount of \$95 in addition to the percentage amounts provided in the buyer agency agreement, MLS offer of cooperation and listing contract.

5. OIL, GAS, and MINERAL RIGHTS: if any, are included YES NO unless previously severed by former owner.

6. FIXTURES & IMPROVEMENTS: Sale to include all buildings, improvements, carpeting, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, water softener (unless rented), fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator , Oven/Range , Window Treatments , Dishwasher , Microwave , Washer , Dryer

Buyer's Initials AS
 123 Rev. 3/19

Seller's Initials [Signature]
 © Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 2 of 5

7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of closing.

"Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

8. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.

9. **POSSESSION:** Seller shall deliver and Buyer shall accept possession of the Property subject to the rights of any tenants at or ~~30~~ 30 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ NA per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Buyer shall retain from the amount due Seller at closing the sum of \$ NA as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.

10. **PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Buyer.

11. **SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Subject property exempt from disclosure statement.

12. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representatives concerning the condition of the Property or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the Property or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the Property and, claims related to those matters. This paragraph shall survive a closing.

13. **EARNEST MONEY DEPOSIT:** Buyer deposits \$ 3,000.00 to be held by Real Estate One ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this Deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the Deposit, the Deposit shall remain in Escrowee's trust account until a court action has determined to whom the Deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the Deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 26 below.)

14. **COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

Buyer's Initials MS
123 Rev. 3/19

Seller's Initials [Signature]
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT

Page 3 of 5

15. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.
16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the Property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.
- A. This offer is contingent upon satisfactory inspections of the Property, at Buyer's choice and at Buyer's expense, no later than 15 days of the Effective Date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigations, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates the Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removed the inspection contingency in writing within the time for inspections.
- B. Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the Property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the Property.
17. **LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that proper to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.
18. **HOME PROTECTION PLAN:** Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a buyer. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Buyer does does not wish to purchase a Home Protection Plan.
19. **SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.
20. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.
21. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.
22. **AGENCY CONFIRMATION:** Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) Agent/Subagent of the Seller Buyer's Agent Dual Agent Designated Agent in an In-House Transaction Other _____
23. **ATTACHMENTS:** These attachments are incorporated by reference: Addendum(s) Seller's Disclosure Statement Lead-Based Paint Seller's Disclosure Form Unplatted Land Division Addendum Other _____
24. **ADDITIONAL CONDITIONS:**
Sale contingent upon obtaining license for intended use by City. Buyer has right to assign this purchase agreement without prior written consent from Seller. Seller agrees to give one 60 day extension at no additional cost. Seller will assist in all aspects with Buyer in obtaining license. Deposit is non-refundable and to be paid to Seller at acceptance of this offer.
25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.
26. **DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.
27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice to communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or

Buyer's Initials MS / _____
123 Rev. 3/19Seller's Initials _____
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT
Page 4 of 5

transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

- 28. **ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.
- 29. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 30. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
- 31. **THIS OFFER WILL EXPIRE ON** May 14, 2019 at 5 AM PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: _____ Agent / REALTOR®

32. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Buyer(s):

Abler Sales

00076886101000000

5/14/2019 | 12:45 PM EDT

NSS Property LLC
Print Name

Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

33. **SELLER'S ACCEPTANCE:** Seller accepts Buyer's offer. Dated this _____ day of _____ at _____ AM PM.

Seller(s):

Timothy Maxmond
Print Name

Print Name

Seller(s) Address:

Seller(s) Contact Numbers:

*NOTE: Please sign as you wish your name to appear on the final papers.

Buyer's Initials AS / _____
123 Rev. 3/19

Seller's Initials [Signature]
© Real Estate One, Inc. 2019

BUY AND SELL AGREEMENT
Page 5 of 5

34. COUNTEROFFER: This is a counteroffer to Buyer's offer dated the 15 day of MAY, 2019. Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

SEE ADDENDUM # 1

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before May 17, 2019 at NOON AM PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer. Dated this 15 day of May, 2019 at _____ AM PM.

Seller(s):

Seller(s):

Jim Maynard

35. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer; Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 34. Dated this _____ day of _____, _____ at _____ AM PM.

Buyer(s):

DocuSigned by:

Mader Saco

5/16/2019 | 10:29 AM EDT

Buyer(s):

16C78ASEB1A8415

Buyer's Initials MS
123 Rev. 3/18

Seller's Initials JM
© Real Estate One, Inc. 2018



ADDENDUM # 1



Office of Coldwell Banker Premier 1121 E. Parkdale Ave, REALTOR®
Manistee (city), Michigan Phone: 231-723-5772 Fax: 231-723-6287
Email: mlj@cbcremler.com Date: (Time)

1. Addendum to Agreement dated 08/15/2019 covering property commonly known as:
64 Arthur St, Manistee, MI 49829

Permanent Parcel Number: 21-101-279-01

2. The Agreement is hereby amended as follows:

1. Earnest money to be increased to Ten Thousand dollars \$10,000.00 non refundable and to be held at Coldwell Banker Premier.
2. Line 24; Buyer is responsible for all licensing aspects and fees for approval of buyers use of the property.
3. Line 8; Of the purchase agreement seller to have up to 60 days after closing to vacate the property at no charge.
4. If the closing should not be completed by the date on the contract all earnest money will be forfeited to the seller.
5. Seller to retain lease with Lamar signs.
6. Seller to remove bird houses by the end of September.
7. Taxes to be prorated per manistee city local custom.

3. To the extent of any conflict between the Agreement and any Addendums, the latest Addendum shall control. All other terms of the Agreement not extended hereby shall remain in full force and effect.

4. By signing below Buyer / Tenant acknowledges having read and received a copy of this agreement.

Witness: _____

DocuSigned by:
Mick Sato 5/15/2018 1:01:33 PM EDT
ESC703E71A2445

Buyer's Address: _____

Printed name of Signatory: _____

5. By signing below Seller / Landlord acknowledges having read and received a copy of this agreement.

Witness: _____

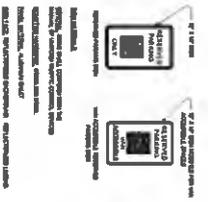
DocuSigned by:
Timothy Maynard

Seller's Address: _____

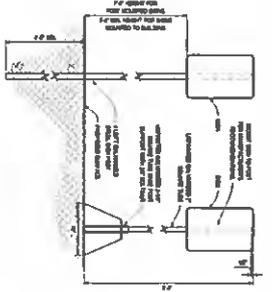
Printed name of Signatory: Timothy Maynard

©2008 Commercial Alliance of REALTORS®, all rights reserved, distributed under license by Michigan Association of REALTORS®, through MCRP, its commercial services division.

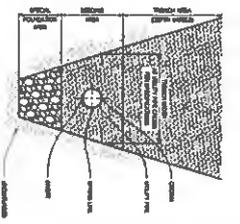
Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and contents of the particular transaction to insure that each condition is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or abuse of this form, for misrepresentation, or for omissions made in complying with the form.



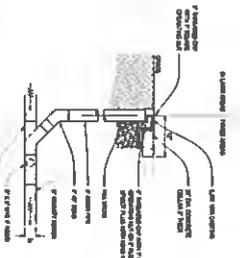
1 BARRIER FREE SIGNS
NOT TO SCALE



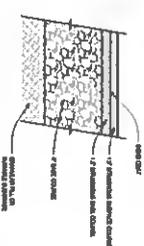
2 SIGN MOUNTING
NOT TO SCALE



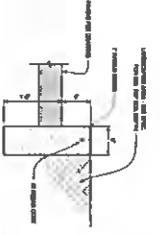
3 UTILITY TRENCH
NOT TO SCALE



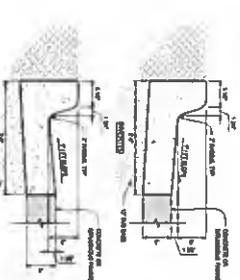
4 GRAVITY SEWER CLEANOUT
NOT TO SCALE



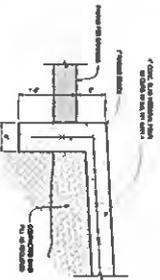
5 STANDARD DUTY BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



6 LANDSCAPE CURB
NOT TO SCALE



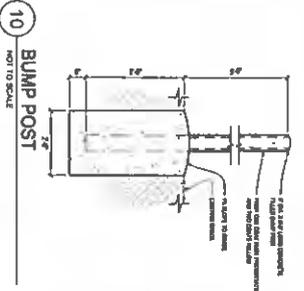
7 24" CURB & GUTTER
NOT TO SCALE



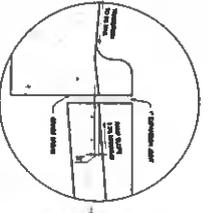
8 SIDEWALK EDGE
NOT TO SCALE



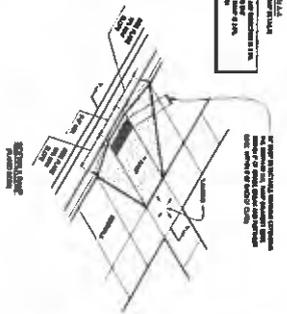
9 CONCRETE PAVEMENT SECTION
NOT TO SCALE



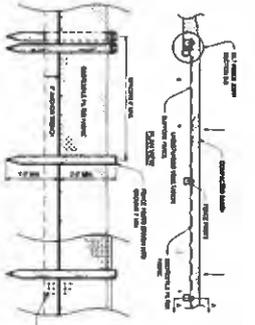
10 BUMP POST
NOT TO SCALE



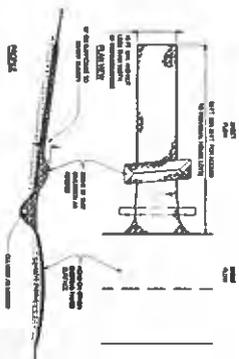
11 SIDEWALK RAMP
NOT TO SCALE



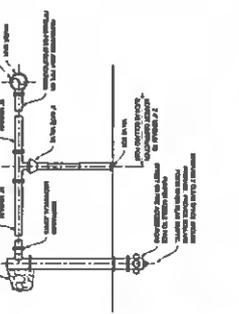
14 SILT FENCE
NOT TO SCALE



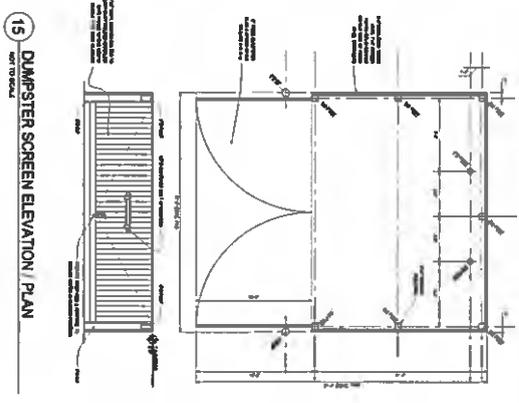
12 SPECIFICATIONS FOR CONSTRUCTION ENTRANCE
NOT TO SCALE



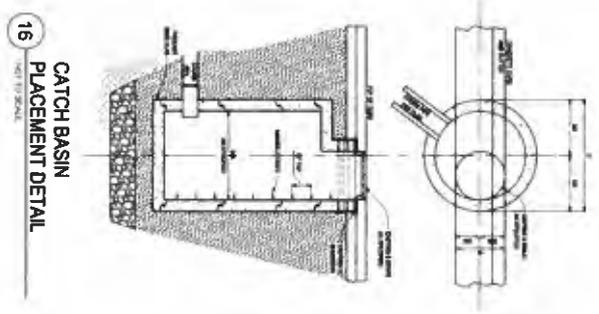
13 HYDRANT ASSEMBLY
NOT TO SCALE



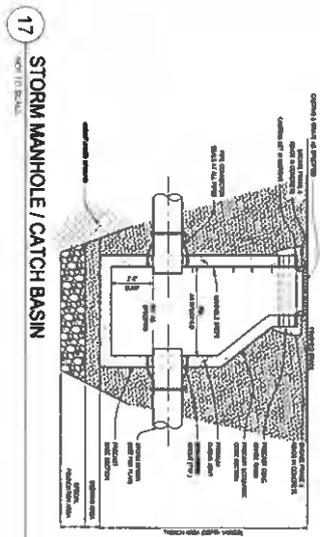
<p>PARADIGM DESIGN ARCHITECTS & ENGINEERS 3003 New Hwy, Suite 2 Cape Canaveral, FL 32920 Phone: (407) 255-2000 www.paradigm-design.com</p>	<p>PROJECT DHWK 3 LLC</p>	<p>CONTACT 44 MARTIN STREET, MINSTER, WI</p>	
	<p>PROJECT 1906104</p>	<p>DATE 1/24/20</p>	<p>2000 TELEGRAPH ROAD, STE 200 BOYNTON BEACH, FL 33426</p>
	<p>PROJECT C-501</p>	<p>DATE 1/24/20</p>	<p>DATE 1/24/20</p>
	<p>PROJECT C-501</p>	<p>DATE 1/24/20</p>	<p>DATE 1/24/20</p>



15 DUMPSTER SCREEN ELEVATION / PLAN
NOT TO SCALE

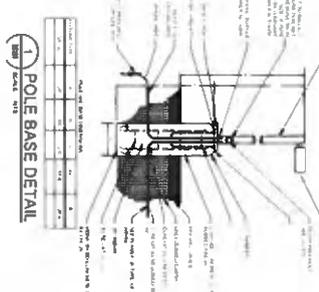


16 CATCH BASIN
PLACEMENT DETAIL
NOT TO SCALE



17 STORM MANHOLE / CATCH BASIN
NOT TO SCALE

 PARADIGM SYSTEMS ARCHITECTS & ENGINEERS 2001 1st Ave. Suite 300 Denver, CO 80202 Phone: (303) 733-1111 Fax: (303) 733-1112 www.paradigm-systems.com				PROJECT DNWK 3 LLC 1400 17th St, Suite 300 Denver, CO 80202		CONTRACT DNWK 3, LLC 1400 17th St, Suite 300 Denver, CO 80202		RELEASE DATE 1/26/2024 DATE DESCRIPTION 1/26/24 SUBMITTAL		2024 TELEPHONE NO. 303.733.1111 2024 FAX NO. 303.733.1112 2024 EMAIL ADDRESS info@paradigm-systems.com	
PROJECT 1906104		CONTRACT DNWK 3, LLC		DATE DESCRIPTION 1/26/24 SUBMITTAL		2024 TELEPHONE NO. 303.733.1111 2024 FAX NO. 303.733.1112 2024 EMAIL ADDRESS info@paradigm-systems.com		PROJECT DNWK 3, LLC		DATE DESCRIPTION 1/26/24 SUBMITTAL	
SHEET C-502		PROJECT DNWK 3, LLC		DATE DESCRIPTION 1/26/24 SUBMITTAL		2024 TELEPHONE NO. 303.733.1111 2024 FAX NO. 303.733.1112 2024 EMAIL ADDRESS info@paradigm-systems.com		PROJECT DNWK 3, LLC		DATE DESCRIPTION 1/26/24 SUBMITTAL	



Item	Description	Quantity	Unit	Notes
1	POLE BASE DETAIL	1	EA	
2	POLE	1	EA	
3



D-Series Step 1
LED WALL LIGHTING

Product Description: This is a high-quality, energy-efficient LED wall light fixture. It is designed for use in a variety of applications, including residential, commercial, and industrial. The fixture is made of durable materials and is available in a variety of finishes and colors. It is easy to install and provides a long life span.

D-Series Step 2
LED WALL LIGHTING

Product Description: This is a high-quality, energy-efficient LED wall light fixture. It is designed for use in a variety of applications, including residential, commercial, and industrial. The fixture is made of durable materials and is available in a variety of finishes and colors. It is easy to install and provides a long life span.

 PARADIGM DESIGN ARCHITECTS & ENGINEERS 1000 N. Main St. Suite 100 Raleigh, NC 27601 Phone: 919.750.0000 Fax: 919.750.0000	 DWANK 31101 PROJECT NO.	DMWK 3, LLC PROJECT NO.	CONTRACT DMWK 3, LLC	RELEASE DATE 11/20/2020	PROJECT 1906104	SHEET SITE LIGHTING CALCULATIONS ES101
--	---------------------------------------	-----------------------------------	---------------------------------------	-----------------------------------	---------------------------	--