



**NOTICE OF PUBLIC HEARING
City of Manistee Planning Commission**

The City of Manistee Planning Commission will hold a Public Hearing in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan to consider a request from:

APPLICANT: Joe Hayes
5150 W. Woodrow Road
Shelby, MI 49455

LOCATION

OF REQUEST: Parcel #51-673-001-00 – Vacant property NE corner of Cypress and Twelfth Street (behind Goodwill).

ACTION

REQUESTED: Special Use Permit for Mini/Self Storage Facility

DATE/TIME

OF HEARING: Thursday, February 2, 2017 at 7:00 p.m.

Interested parties are welcome to attend the hearing, or written comments with signature can be submitted to: Denise Blakeslee, Planning & Zoning Administrator, City of Manistee, 70 Maple Street, Manistee, MI 49660, (231) 398-2805.

A copy of the application is on the following pages.



Planning Commission/Planning & Zoning
 City Hall
 70 Maple Street
 Manistee, MI 49660
 231.398.2805 (phone)
 231.723.1546 (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 25 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: TBD Cypress - 12th	Parcel # 51-673-001-80	
Applicant Information		
Name of Owner or Lessee: Joe Hayes		
Address: 5150 W. Woodrow Rd., Shelby MI 49455		
Phone #: 616-499-5054	Cell#: same	e-mail: joehayes@maplewoodhomes.com
Name of Agent (if applicable):		
Address:		
Phone #:	Cell#:	e-mail:
Data Required/Project Information		
Land Area: 6A +/-	Zoning Classification: C-1	
Present/proposed Land Use: vacant / self storage facility		
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.	

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: 1/9/17
 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	Escrow Payment <input type="checkbox"/> \$ _____	Receipt # <u>36201</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 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]

Manistee Self Storage

Narrative

By Joe Hayes

1/6/2017

Trent Kidder, and myself have a purchase agreement to buy a piece of land in the city of Manistee. Our intention is to build a self-storage facility, however, the purchase agreement is contingent upon zoning approval for the project.

Owner Information:

I own Maplewood Homes and have been in business since 1996 as a home builder. We have built over 200 new homes in that time and currently employ 17 people.

Trent owns a cherry farm in Shelby and is also my brother-in-law. He is married to my sister, Amy Kidder, who owns a veterinary practice in Whitehall.

We both live in Shelby. Together we built a self-storage facility in Ludington in 2016 and hope to expand into Manistee in 2017. We have the experience and financial ability to do a nice job with the project.

Project Information:

We plan to build 2 buildings, initially, with a total of 12,000 square feet of storage space in a variety of sizes from 5x10 to 10x40. We will have a total of 72 units in these first two buildings. ("Phase I") If we are successful, we would like to build 2 more buildings as a second phase. Both Phase I and Phase II are represented on our site plan.

The buildings will be all-steel, high-quality Trachte buildings with all concrete drives. Our intention is that they will be nicer than anything else currently available. Below is a picture of our Ludington facility which is what we intend to build in Manistee. Please feel free to visit our Ludington facility at 3651 W US-10.



Site Appropriateness:

We feel that the site is well suited to a storage facility for several reasons:

- It is currently zoned C-1, which allows self-storage as a special use
- It is conveniently located with easy access from US-31, but would not require direct ingress or egress from such a busy street
- It is large enough to accommodate storage buildings and is relatively flat at the top of the hill
- We believe the impact to the neighboring residential homes to the west should be minimal. Most clients only occasionally access their units, and there would be no noise, full-time employees, or other ongoing daily activities. We believe self-storage would provide a good transition between the residential homes to the west and busier businesses to the east.
- We feel it would be good for the community because there is not adequate storage in the Manistee area right now. As an example, one of my new home clients had to use a friend's basement while we were building his house.

Expected effect on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes:

We would not expect any meaningful impact on the above referenced areas of concern. Notes:

- All Steel construction has lowest possible fire risk
- No population changes to affect school system
- Storm water contained on site. Sandy, well-drained soils
- No water or sewer requirements
- Minimal traffic, ingress and egress as clients access their storage units

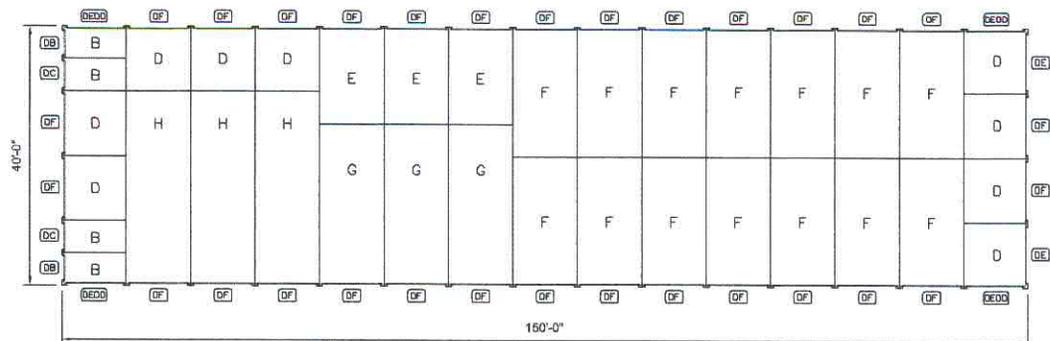
SECTION 1855 MINI/SELF STORAGE FACILITY:

1. The area of the proposed site shall be at least one (1) acre. **Yes 5.79A m/l**
2. The use shall be established and maintained in accordance with all applicable Local, State and Federal laws. **Yes, we will be in compliance with all applicable Local, State and Federal laws.**
3. All storage shall be inside an enclosed building; no outdoor storage shall be permitted. **Yes. (No Outdoor storage.)**
4. Within the R-3 district, mini-storage facilities shall front on and be accessed from a key street segment, as defined herein. **n/a**
5. Each storage unit shall have an individual door to the outdoors and shall be accessible by the owner of the storage items in accordance with hours of operation approved by the Planning Commission. Such hours of operation shall be posted at the entrance to the facility. **Yes (Plans attached)**
6. The storage of perishable, flammable, toxic, or hazardous substances and the use of the facility to store goods or products for commercial or industrial purposes shall be prohibited. **Yes. (Prohibited in our contract – copy attached.)**
7. No activities except for rental of storage units, and pick-up and deposit of storage shall be permitted. Effective March 27, 2006 As Amended thru May 9, 2013 City of Manistee Zoning Ordinance Page 41 Article Eighteen Standards and Requirements for Special Uses **Yes (Self Storage only and no other activities)**
8. Parking shall be provided as needed for the office uses as provided in Section 514 of this Ordinance. **Yes (no office space, no employees, no parking spaces planned)**
9. All parking, maneuvering and drive lane areas shall be provided with a paved surface and all drive aisles shall be twenty-five (25) feet in width. The Planning Commission shall approve the circulation pattern within the site, which shall be clearly marked. **Yes (see site plan)**
10. All exterior lighting shall be in accordance with Section 525 hereof. **Yes (no exterior lights planned)**
11. All signs shall be in compliance with the provisions of Article 21 of this Ordinance. **Yes (no signs planned)**
12. Landscaping and Buffering shall be provided in accordance with Section 531 of this Zoning Ordinance. **Yes (see site plan)**

Please feel free to call me at (616) 499-5054 if you have any questions



Joe Hayes



A & B - 40'-0" x 150'-0" x 8'-4" 1/4:12 PITCH GABLE BUILDING SYSTEM



NOTE:
THIS BUILDING CAN BE INSTALLED ON A FOUNDATION WITH A MAXIMUM SLOPE OF 1% RUNNING THE LENGTH OF THE BUILDING. HOWEVER, THIS REQUIRES THE BUILDING TO BE ERECTED 1/2 OUT OF PLUMB. THEREFORE, THE OWNER MUST NOTIFY THE BUILDING ERECTOR THAT THE FOUNDATION WILL BE POURED ON A SLOPE. IT IS THE RESPONSIBILITY OF THE BUILDING ERECTOR TO ADJUST THE BUILDING AND DOORS ACCORDINGLY.

UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET
B	5 x 10	4	11.1	200
D	10 x 10	9	25.0	900
E	10 x 15	3	8.3	450
F	10 x 20	14	38.9	2800
G	10 x 25	3	8.3	750
H	10 x 30	3	8.3	900
TOTAL		36	100	6000

DOOR SCHEDULE						
QTY	CODE	TYPE	SIZE	ROUGH OPENING	MANUF.	DESCRIPTION
2	DB	ROLL-UP	3'-8" x 7'-0"	3'-8" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR, 944
2	DC	ROLL-UP	4'-0" x 7'-0"	4'-0" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR, 944
2	DE	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR, 944
4	DEDD	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR, 944
30	DF	ROLL-UP	9'-0" x 7'-0"	9'-0" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR, 944

ROLL-UP DOORS MEET ASTM E330

DOOR SIZES MAY VARY DUE TO ENGINEERING ISSUES

"NOTICE"

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTE BUILDING SYSTEMS. COMPLETE THE FOLLOWING:

- ___ APPROVED - RELEASE FOR FABRICATION
- ___ APPROVED AS NOTED - RELEASE FOR FABRICATION
- ___ NOT APPROVED - REVISE AND RESUBMIT

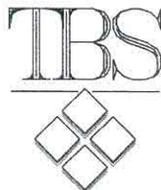
SIGNATURE _____

COMPANY _____

DATE ___/___/___

TRACHTE BUILDING SYSTEMS, Inc.

This drawing and all parts thereof is the exclusive property of Trachte Building Systems, Inc. 314 Wilbur Road, Sun Prairie, Wisconsin (800/356-5824) (Local 608/837-7899) and may not be reproduced in whole or part without written permission.



Revisions:

Revisions:	By:
5/8/12 changed roof	RJ
8/12/15 added another building sloped slab	RJ

Name: Rick Scale: 1 = 30' Date: 4/24/12

Job Description:

PROPOSED STORAGE SYSTEM FOR:

Joe Hayes
Ludington, MI

Sheet Title

FLOOR PLAN

Plan #

P-42987

SELF-STORAGE SPACE RENTAL AGREEMENT

1. Tenant Information:

Name: _____
Address: _____
City: _____ State: _____
Zip: _____
Home Phone: () _____
Business Phone: () _____
Cell Phone: () _____
Email: _____
SS#: _____
Driver's License #: _____
State: _____

(b) Alternate Contact Information:

Name: _____
Address: _____
City: _____ State: _____
Zip: _____
Home Phone: () _____
Business Phone: () _____
Cell Phone: () _____
Email: _____

**2. (a) Occupant Other Than Tenant
(if approved by Landlord):**

Name: _____
Address: _____
City: _____ State: _____
Zip: _____
Home Phone: () _____
Business Phone: () _____
Cell Phone: () _____
Email: _____

3. Storage Space Information:

Storage Space #: _____
Size: _____
Rent Due Date: _____
Rent: \$ _____ (per month)
Security Deposit: \$ _____
Administrative Fee: \$ _____
Late Fee: \$ _____ (per month)
Returned Check Charge: \$ _____
(per returned check)
Inventory/Sale Preparation Charge \$ _____
Other: \$ _____

4. Term:

The term of this Agreement shall commence on the date the Agreement is executed and shall continue until _____, ____ 20____ (the "Initial Term"). Should Tenant hold over and retain the Storage Space beyond the Initial Term, Landlord may elect to continue this Agreement on a month-to-month basis, or may terminate this Agreement or exercise any other available remedies available to Landlord hereunder or under applicable law.

See reverse side for additional Terms and Conditions.

Landlord hereby agrees to lease, and Tenant hereby agrees to rent, the Storage Space stated above, and located at _____ (the "Premises"), upon all of the terms and conditions set forth in this Agreement. Tenant further agrees to comply with the Rules and Regulations issued from time to time by the Landlord concerning use of the Storage Space and conduct on the Premises.

Tenant acknowledges that Landlord has a statutory lien upon all personal property, whether or not owned by the Tenant, located in the Storage Space or on the Premises ("Lien").

NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail and by certified mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us in writing of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you.

By signing this Agreement, you hereby authorize Landlord to also provide such notice to your Alternate Contact Person and any Occupant of the Storage Space.

Tenant Signature

Name of Landlord ("Landlord")

Date

Manager Signature

Date

ADDITIONAL TERMS AND CONDITIONS

5. Rent:

Tenant shall pay Landlord the monthly Rent stated above. The initial Rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are due on the Rent Due Date stated above for each calendar month. No monthly statements or reminders will be sent by Landlord. Tenant understands that Rent is not pro-rated at the time of move-out and a partial month's unused Rent is not refundable. Tenant understands that Rent must be paid in full each month and that Landlord does not accept partial payments. Rent payments made after the Landlord's normal and/or posted office business hours will be credited to the Tenant's account on the next business day. After the expiration of the Initial Term of this Agreement, the Landlord may change the Rent or any other charge or fee by giving Tenant thirty (30) days advanced written notice at the address listed in this Agreement.

6. Charges and Fees:

Tenant agrees to pay Landlord the Late Fee stated above if Rent is received five (5) or more days after the Rent Due Date. Tenant agrees to pay Landlord the Returned Check Charge stated above, plus all bank charges for any dishonored or returned check. Late Fees will be applied to the Tenant's account each month Tenant's account is delinquent and shall be cumulative. Tenant shall also pay the Inventory/Sale Preparation Charge stated above to cover the costs incurred in exercising Landlord's Lien rights as provided by law. These fees and charges are considered additional Rent due under this Agreement. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account. Tenant further agrees to pay all fees as authorized by law.

7. Security Deposit:

In no event is Landlord obligated to apply the Security Deposit against Rent, Late Fees, Returned Check Charges or damages for the Tenant's failure to perform under this Agreement; however, Landlord may so apply the Security Deposit at its option. The Landlord's right to take possession of the Storage Space and the contents thereof for nonpayment of Rent or any other reason shall not be affected by reason of the fact that the Landlord holds the Security Deposit. To the extent that the Landlord does not apply the Security Deposit as provided herein, said Security Deposit is to be returned to Tenant timely if, and only if, Tenant: (1) gives written notice of termination of this Agreement ten (10) days prior to the date on which Tenant terminates; and (2) upon termination, Tenant timely vacates the Storage Space in a broom clean and empty condition with Tenant's lock removed and otherwise in a condition satisfactory to Landlord; and (3) Tenant has complied with the terms and conditions of this Agreement and with the Rules and Regulations issued by the Landlord from time to time. Landlord shall not be obliged to keep the Security Deposit as a separate fund.

8. Termination:

This Agreement expires at the end of the Initial Term, unless the Landlord agrees to continue this Agreement on a month-to-month basis. In the event this Agreement becomes a month-to-month Agreement and Tenant wishes to terminate, Tenant must give Landlord at least ten (10) days advanced written notice of terminating this Agreement. Upon vacating, Tenant must leave the Storage Space empty, broom clean, and remove Tenant's lock and otherwise in a condition satisfactory to Landlord. If Tenant fails to empty and clean Storage Space upon vacating, Tenant shall pay the actual cost of emptying and cleaning Storage Space in addition to any other amounts due to Landlord under this Agreement. Rent and other fees and charges will continue to accrue until Tenant's lock is removed from the Storage Space.

9. Care of the Premises:

Tenant, Tenant's agents, employees, invitees and/or guests, shall maintain the Storage Space in good condition, reasonable wear and tear excepted, and Tenant shall not perform any practices which may injure the Storage Space facility or the Premises or be a nuisance or a menace to other tenants and shall keep the Premises surrounding the Storage Space, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of property of any nature. Use of Landlord's dumpster is strictly prohibited without prior permission from the Landlord. Failure to obtain permission may result in a fee charged to Tenant's account.

Tenant is responsible for the cost to repair any and all damage to the Storage Space, security gate, and any other part of the Premises caused by Tenant, Tenant's agents, employees, invitees and/or guests.

10. Tenant Access; Owner's Right to Access; Denial of Access:

Tenant's access to the Premises and to the Storage Space may be conditioned in any manner deemed reasonably necessary by Landlord. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter the Premises.

Tenant grants Landlord or Landlord's agents access to the Storage Space upon two (2) days advanced written notice to Tenant. In the event of an emergency or nuisance, Landlord shall have the right to enter the Storage Space without notice to Tenant, and take such action as may be necessary or appropriate to preserve the Storage Space and surrounding Premises, to comply with applicable law or to enforce Landlord's rights.

Pursuant to Michigan law, Landlord may deny Tenant access to the Storage Space when Rent is more than five (5) days past due. If the Tenant does not pay the amount necessary to satisfy the Lien and the reasonable expenses incurred by the Landlord within fourteen (14) days after the delivery of written notice thereof, Tenant's property in the Storage Space or on the Premises will be advertised for sale and will be sold at a specified time and place as allowed by law. Prior to advertising the Tenant's property for public sale, the Tenant's lock will be physically removed, an inventory will be taken of the Storage Space's contents and the Storage Space will be sealed with a Landlord's over lock.

11. Use of Storage Space:

Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Tenant agrees that Landlord does not exercise care, custody, or control over Tenant's property located in the Storage Space. Unless otherwise approved in writing by the Landlord, Tenant agrees to use the Storage Space only for the storage of property wholly owned by Tenant. In no case may Tenant reside in the Storage Space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, collectibles, heirlooms, jewelry, works of art, property having special or sentimental value to Tenant, guns or any illegal items. Tenant hereby waives any claim for emotional or sentimental attachment to any property in the Storage Space. Tenant agrees not to store property with a total value in excess of \$5,000 without the express written permission of the Landlord. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value. Landlord may enter the Storage Space at any time to remove and dispose of any prohibited items at Tenant's expense.

Tenant shall use electrical outlets for lighting purposes only and shall not engage in any activity that interferes with the use of the Premises by other Tenants or the Landlord. Tenant understands that the Storage Space is not heated or cooled, unless Tenant is renting a Storage Space specifically designated as such by Landlord. The use of any heating or cooling device in the Storage Space is prohibited without the express written consent of the Landlord.

12. Hazardous or Toxic Materials Prohibited:

Tenant is strictly prohibited from storing or using within the Storage Space or on the Premises any materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity under this Agreement specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of the storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the Storage Space at any time to remove and dispose of any prohibited items at Tenant's expense.

13. Locks:

Tenant agrees to use, and Tenant shall provide at its expense, a lock for the Storage Space of the type specified by Landlord. Tenant agrees to keep the Storage Space locked when Tenant is not present at the Premises. If Landlord does not specify a type of lock, Tenant shall provide, at Tenant's sole expense, a lock for the space which Tenant deems sufficient to secure the Storage Space. Landlord may, but is not required to, lock Tenant's Storage Space if it is found to be unlocked. Tenant may use only one (1) lock per Storage Space door and Landlord may remove any additional locks placed on the Storage Space by Tenant. Locks placed by Landlord on a Storage Space for any reason will only be removed during the Landlord's normal office business hours.

14. Insurance:

Tenant, at Tenant's expense, shall maintain an insurance policy in adequate amounts to properly insure all property stored in the Storage Space. Failure to carry such insurance is a breach of this Agreement. Tenant assumes all risk of loss to such property.

15. Release of Landlord's Liability for Property Damage:

All personal property stored within or upon the Storage Space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and employees shall not be liable to Tenant, and are hereby released from liability, for any loss or damage to Tenant's personal property stored in the Storage Space or on the Premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of the Landlord, Landlord's agents, or employees.

16. Release of Landlord's Liability for Bodily Injury:

Landlord, Landlord's agents and employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests, and are hereby released from liability, for any injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of Storage Space or the Premises, even if such injury is caused by the acts, omissions or negligence of the Landlord, Landlord's agents or employees.

17. Indemnification:

Tenant agrees to indemnify, hold harmless and defend Landlord and Landlord's agents and employees from all claims, demands, actions or causes of action (including actual attorney's fees and costs) that are hereinafter asserted against the Landlord or Landlord's agents or employees and arising out of Tenant's use of the Storage Space and/or the Premises, including claims for Landlord's negligence, except that Tenant shall not be liable for claims arising out of Landlord's sole negligence.

18. Property Left on Premises:

Landlord may dispose of any property left in the Storage Space or on the Premises by Tenant after this Agreement expires or is terminated. Tenant shall be responsible for all costs incurred by Landlord in disposing of such property.

19. Relocation:

Landlord reserves the right to relocate Tenant, without expense to Tenant, to any other Storage Space on the Premises which is of a comparable size.

20. Sublease:

Tenant shall not assign this Agreement or sublet the Storage Space without the express written approval of the Landlord.

21. Severability:

If any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of the invalid provision and shall remain in full force and effect.

22. Governing Law:

This Agreement shall be subject to and governed by the laws of the State of Michigan.

23. Waiver:

The failure of the Landlord to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the Landlord's right to do so thereafter, nor shall it give rise to any cause of action or defense on the part of the Tenant.

24. Survival of Covenants:

The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this Agreement.

25. Rules and Regulations:

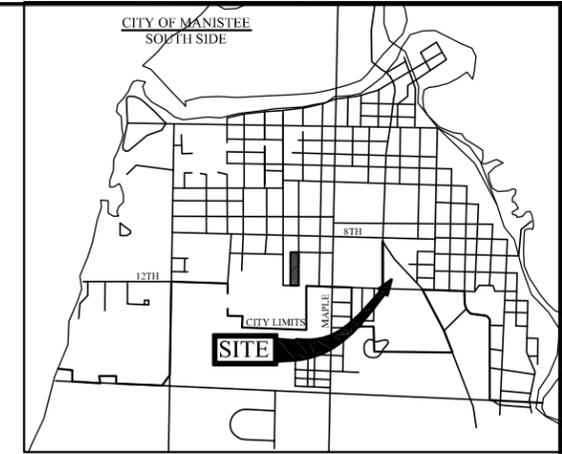
Landlord shall have the right to establish or change the hours of operation for the facility and to issue Rules and Regulations for proper conduct and good order on the Premises. Tenant agrees to comply with all such Rules and Regulations as now in effect, or as may be amended from time to time by Landlord.

26. Entire Agreement:

This Agreement contains all of the understandings and agreements between the Landlord and Tenant with respect to the lease or rental of the Storage Space and supersedes and replaces any prior oral or written agreements with respect thereto. The terms of this Agreement may be modified, amended or supplemented only in a writing which has been signed by both Landlord and Tenant.

Manistee Self Storage Mini Storage Warehouse Site Plan

1/09/17



Zoning: C-1 Regional Commercial District

Proposed Uses: Mini/Self Storage Facility

Phasing: Applicant desires to construct Phase I - in the winter/spring 2017. Phase I consists of the two center buildings (#2 & #3). Phase II construction will take place in the future.

Project Details:

The proposed mini self storage buildings are to be 40' wide with a varying length to fit the topography of the property. Building #2 is 140' long, while Building #3 is 160' long. Each storage unit will have overhead doors.

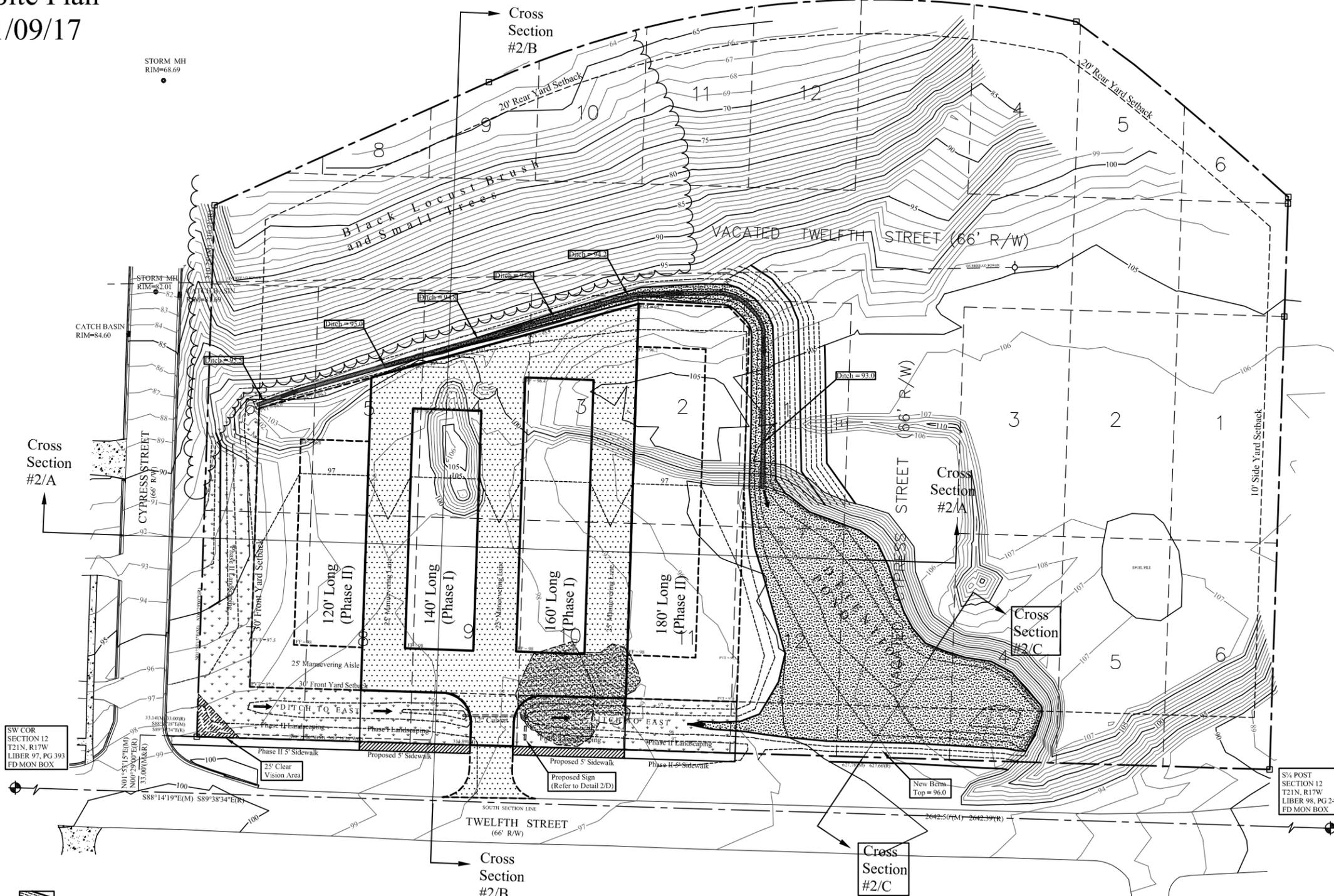
- * The proposed buildings will not be heated nor will they be wired for electricity.
- * No office will be provided.
- * No dumpster will be provided.
- * No lights, fencing or gates are proposed.
- * The Maneuvering Lanes are to have 3" HMA/6" Gravel or 6" Poured Concrete.
- * A Valley Gutter or Concrete Curb is to be installed along the west edge of the Maneuvering Lane to control runoff in that direction.
- * The Buildings are designed with a 1% slope toward the north. Drainage between buildings will be in a 3" gutter/swale formed in the pavement of the maneuvering lane and draining to the north.
- * There will be a perimeter ditch (2' flat bottom) that is present on the north side of the parking area that drains to the east - then south into an area which has been sand-mined that forms a natural low area.

* Required Front Yard: The required front yard shall consist of a landscaped lawn between the property line to the start of the 25' wide maneuvering lane.

* Sidewalk: 5' wide sidewalks are proposed to be installed along 12th Street as shown. Initially, only sidewalks are proposed in front of the Phase I Buildings - but will be expanded when Phase II occurs.

* No sidewalks are proposed along Cypress Street.

Soil Erosion & Sedimentation Notes:
Total Disturbance is less than 1.0 acres and the site is not within 500' of a lake, river or stream. No permit is required. However, all stormwater drainage is self contained.



LEGEND

- M=MEASURED
- R=RECORDED
- ⊕=POWER POLE
- =GUY
- =FD NORDLUND CONC MONUMENT
- ▭=CONCRETE

Proposed Contours

Existing Contours

Proposed Detention Pond

25' parking, maneuvering and drive lane. (paved surface)

Lawn Area between 30' Front Yard Setback and Property Line and from Property Line to Road is to be maintained as a landscaped lawn. (Note: the landscaping is divided into two phases.)

DESCRIPTION:
THE AMENDED E.N. SALLINGS ADDITION, LOT 1, PER THE VACATION ORDER RECORDED IN LIBER 730, PAGE 299. The parcel contains 5.76 acres.

Property Tax ID Number: 51-673-001-00
Parcel Address: Not Available (Northeast corner of 12th and Cypress)

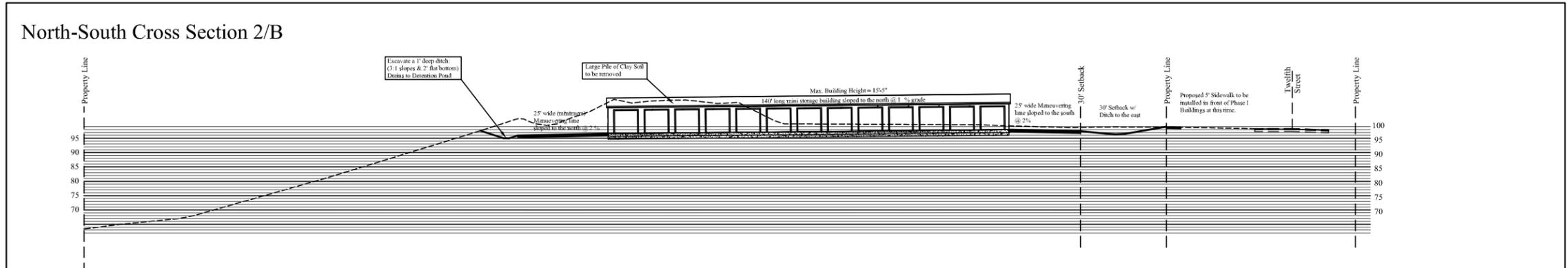
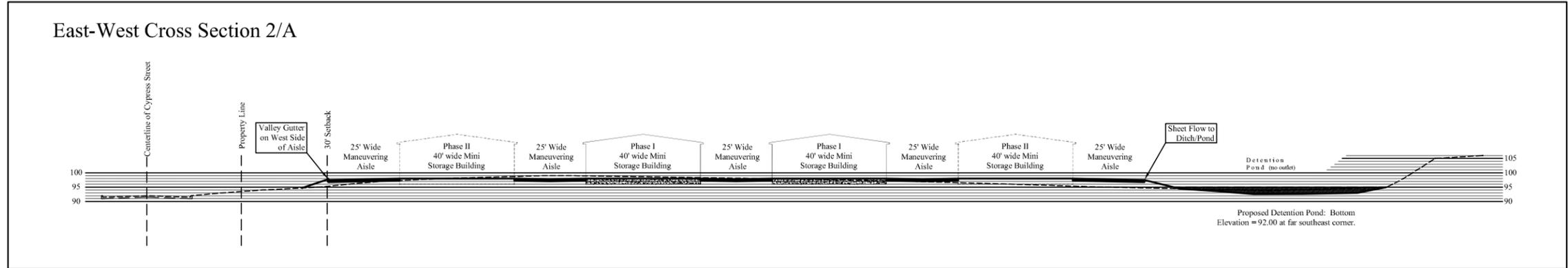
Parcel Size: 250,906 sf (5.76 acres)
Building Area: 12,000 sf Phase I (24,000 sf Phase II) (Total = 9.6 %)
Maneuvering Aisles: 20,873 sf Phase I (34,833 sf Phase II) (Total = 13.9 %)



1/09/17 Revise per Manistee Initial Review

REV.	DESCRIPTION	BY	DATE
	NORDLUND & ASSOCIATES, INC. Providing Complete Engineering & Surveying Services Since 1972 Ludington, MI 49431 (231) 843-3485 Manistee, MI 49660 (231) 723-6460		
CLIENT:	Ludington Storage, LLC 5150 W. Woodrow Rd Shelby, Michigan	DRAWN BY: TLG	CHECKED BY: JTN jr
DESCRIPTION:	Site Plan for four (4) Mini Storage Buildings in the City of Manistee, Michigan	SCALE: 1" = 30'	DATE: 12-22-16
	JOB NUMBER 1319-3	SHEET 1 of 2	

Manistee Self Storage Mini Storage Warehouse Site Plan 1/09/17



Phase I & Phase II Development for Stormwater Detention Calculations

Project Area: 92,690 sf @ 4.75"/24 hrs
 Hard Surface: 58,970 sf @ 0.90
 Landscaping/Natural 33,720 @ 0.10
 Composite "C" = 0.61

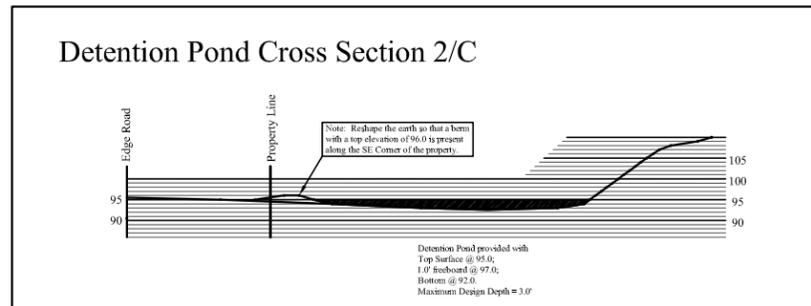
Stormwater Volume = $0.61 \times 92,690 \times 4.75/12 = 22,381$ cf

Volume provided by extending ditches to the low area in the 12th Street Sand Mining Pit.
 Top of Water Surface = 95.00. Top of Freeboard in perimeter ditch ~96.50.

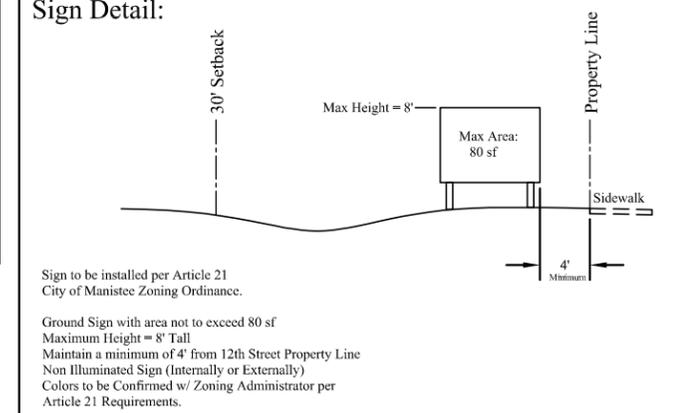
Volume Calculations:

Elevation 92.0 - Area = 283 sf
 Elevation 93.0 - Area = 6,165 sf > 3,224 cf
 Elevation 94.0 - Area = 11,328 sf > 8,747 cf
 Elevation 95.0 - Area = 17,083 sf > 14,206 cf
 26,177 cf

Note: The Detention Pond does not have an outlet. Stormwater is intended to soak into the sandy soil.



Detail 2/D Sign Detail:



1/09/17 Revise per Manistee Initial Review

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CLIENT: Ludington Storage, LLC 5150 W. Woodrow Rd Shelby, Michigan		DRAWN BY: TLG	CHECKED BY: JTN jr
DESCRIPTION: Site Plan for four (4) Mini Storage Buildings in the City of Manistee, Michigan		SCALE: 1" = 30'	DATE: 12-22-16
		JOB NUMBER: 1319-3	SHEET: 2 of 2