



LINCOLN PARK PLANNING COMMISSION

June 9, 2021 at 7 p.m.

REMOTE MEETING VIA ZOOM

Call: 1 646 558 8656

Web: www.zoom.us

Meeting ID: 734 663 2622

Participant ID is #

AGENDA

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Previous Minutes**
- IV. **Approval of Agenda**
- V. **Old Business**
- VI. **New Business**
 - A. *Site Plan Review: 1079-1083 Chandler – Parking Lot*
 - B. *Site Plan Review: 1282 Dix – Partial Conversion from Nonconforming Use*
 - C. *Conceptual Review: 1504 John A. Papalas – Marijuana Establishment*
- VII. **Policy Review and Discussion**
 - A. *ZBA Liaison: Lot size and accessory building*
- VIII. **Education and Training** (see June planning report)
- IX. **Reports from Department and Other Boards and Commissions**
- X. **Public Comments**
- XI. **Comments from Planning Commissioners**
- XII. **Adjournment**

The City of Lincoln Park will provide necessary reasonable auxiliary aides and services, such as signers for the hearing impaired and audio tapes of printed material being considered at the meeting to individuals with disabilities at the meeting/hearing upon seven (7) days prior notice to the City of Lincoln Park. Individuals with disabilities requiring auxiliary aides or services should contact the City of Lincoln Park by writing or calling the following: The Building Department, 1355 Southfield Road, Lincoln Park MI 48146; 313-386-1800 ext. 1296

**CITY OF LINCOLN PARK
COUNTY OF WAYNE, STATE OF MICHIGAN
PLANNING COMMISSION MEETING OF May 12, 2021**

A Planning Commission meeting of May 12, 2021, via Zoom for Lincoln Park, Michigan was called to order at 7:00 p.m. by Mr. Kissel, Commencing with the Pledge of Allegiance.

PRESENT: Palmer, Kissel, Horvath, Persinger, Duprey, LoDuca

ABSENT: Briones

EXCUSED: Graczyk

ALSO PRESENT: Elizabeth Gunden, Carl Malysz, John Meyers, Maureen Tobin, Joseph Ayello, Ann Rudisill, Lilian Ross, Jake Root, Charly Brott, Holly McNeal, Emmanuel Kollias, Leah Dumouchel, Nick Tsalis, Tom Karnes

APPROVAL OF MINUTES

Moved by: Persinger to approve the minutes as submitted

Supported by: Duprey

MOTION CARRIED unanimously

APPROVAL OF AGENDA

Moved by: Duprey to approve the agenda as submitted

Supported by: Persinger

MOTION CARRIED unanimously

OLD BUSINESS

(A) PUBLIC HEARING: 881 SOUTHFIELD – AUTO REPAIR & SALES

Public Hearing opened at 7:24 p.m.

Seeing no public comment and hearing no public comment.

Public Hearing closed at 7:25 p.m.

(B) SITE PLAN REVIEW – AUTO REPAIR & SALES

The proposed project adds the use of Auto Sales to an existing Auto Repair Facility. The property is 9,520 sq. ft., which consists of a 5,203 sq. ft. existing one-story building and 4,317 sq. ft. of open space. The proposed Auto Sales occupies the east side of the building, approximately 2,708 sq. ft. The Auto Repair Facility occupies the west section of the building, approximately 2,495 sq. ft. The existing Automotive Repair Station does not meet the standards of 1294.14, which governs Automotive Service Stations, Repair Centers, and Public Garages. This review treats the existing business as legally nonconforming, and it evaluates only the proposed addition of the Sales use. It explicitly does not grant Special Land Use approval to the existing Automotive Repair use.

Moved that the City of Lincoln Park Planning Commission **table** the Site Plan Review request for auto sales at 881 Southfield Road, as requested in PI 20-003, until additional details are provided.

(C) Special Land Use: 881 SOUTHFIELD – AUTO REPAIR & SALES

The applicant proposes to obtain Special Land Use approval to add an auto sales use to an existing auto repair facility. The property is 9,520 sq ft, which consists of a 5,203 sq ft existing one-story building and 4,317 sq ft of open space. The proposed auto sales occupies the east side of the building, approximately 2,708 sq ft. The auto repair facility occupies the west section of the building, approximately 2,495 sq ft. The proposed use of an automotive repair facility and used motor vehicle sales is permitted within the Municipal Business District (MBD) after Special Land Use Approval under section 1278.03 of the Lincoln Park Zoning Code, and subject to section 1294.14.

Moved that the City of Lincoln Park Planning Commission **table** the Special Land Use for auto sales at 881 Southfield Road, as requested in PI 20-003, until the required details for Site Plan Review are provided.

Discussion

Moved by: Duprey

Supported by: LoDuca

MOTION CARRIED unanimously

NEW BUSINESS

(A) Site Plan Review: 787 SOUTHFIELD- CENTER FOR VETERANS

The proposed project is a center for veterans, to include space for indoor meetings, charity benefits, and activities, as well as outdoor gardens. It is considered an Assembly use under the Lincoln Park Zoning Code.

Site Conditions: The 0.22-acre site is located on the corner of Southfield Road and Washington Avenue. There is an existing 6-ft. concrete sidewalk along both Southfield Rd. and Washington Ave., and the rear (south) side of the property abuts a public alley, which provides the access point to the site. There is an existing two-story building on the property. The first floor was previously the office space for a construction contracting company and is now vacant, and the second floor of the building houses residential apartments. There is an existing wooden fence that surrounds the remainder of the lot, which was previously used as the construction material storage yard.

Move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0012, proposing a Center for Veterans at 787 Southfield Road and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Palmer

Supported by: Persinger

MOTION CARRIED unanimously

(B) CONCEPTUAL REVIEW: 1005 JOHN A. PAPALAS – MARIJUANA ESTABLISHMENT

The proposed project is a marijuana establishment to include a dispensary for medical and recreational marijuana. The proposed use will include office and retail space.

Site Conditions: The site is a 3,000 sq. ft. unit in an existing 23,710 sq. ft. building along John A. Palapas Drive. The building sits along John A. Palapas Drive, which borders I-75, and Outer Drive to the north is the nearest intersection. The Ecorse River borders the property to the north as well. The site has an existing parking lot in the front of the building and an existing loading / employee parking area in the rear of the building. There is existing landscaping on the site.

POLICY REVIEW AND DISCUSSION

EDUCATION AND TRAINING

A. MISCON 2021 MICHIGAN SUSTAINABILITY CONFERENCE

REPORTS FROM DEPARTMENTS AND OTHER BOARDS AND COMMISSIONS

Dangerous Building

PUBLIC COMMENTS

Lilian Ross had a comment about 881 Southfield, expressing concerns about the sidewalk and green belt.

COMMENTS FROM PLANNING COMMISSIONERS

Comments regarding a ribbon cutting for the Downriver Vets.

ADJOURNMENT

Moved by: Horvath to adjourn

Supported by: Persinger

MOTION CARRIED unanimously

Meeting adjourned at 8:36 p.m.

MICHAEL HORVATH, Secretary

1079-1083 Chandler – Parking Lot

Site Plan Review

Applicant	Community Care Services, represented by Fusco, Shaffer & Pappas, Inc.
Project	Parking Lot
Address	1079-1083 Chandler Ave. Lincoln Park, MI 48146
Date	June 9, 2021
Request	Site Plan Approval
Recommendation	Approval with Conditions

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description

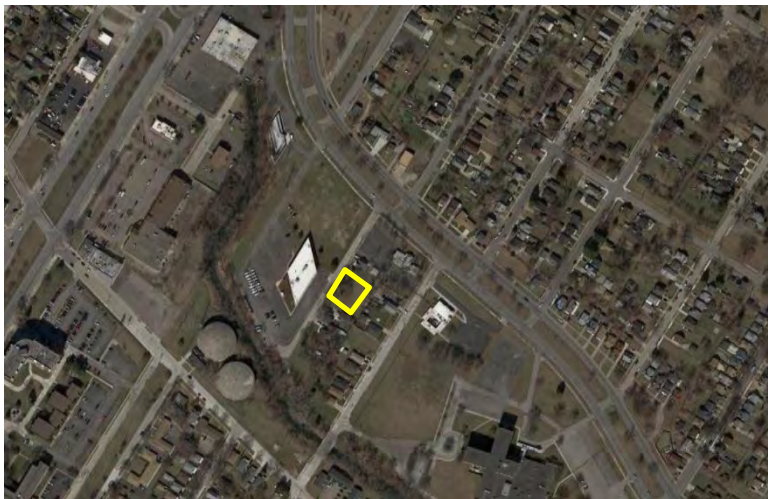


Figure 1: Aerial View

The proposed project is a secured parking lot for Community Care Services that will provide 20 parking spaces for the organization's delivery trucks. Community Care Services is a nonprofit agency located at 26184 West Outer Drive that specializes in the treatment of individuals with mental health and substance abuse issues. The organization was established more than 30 years ago.

Site Conditions

The 0.27-acre site is located along Chandler Avenue just south of West Outer Drive and across Chandler Avenue from the existing

Community Care Services establishment. The Ecorse River flows to the south of the site, which is vacant and consists of three lots. There is an existing 4-ft. concrete sidewalk along Chandler Avenue, and the side and rear of the property abut residential land uses. The rear of the property is a vacated public alley. The proposed parking lot will be fully screened with a 6-ft. masonry wall.

Master Plan

Future Land Use Classification

The future land use classification for the site is General Commercial. The proposed use of a parking lot is consistent with the designation.

Intent, Desirable Uses, and Elements

The General Commercial land use is intended to provide retail goods and services on a city-wide scale as well as a regional scale that draw customers from within and outside the City. This is a suitable location for automobile-oriented uses that are not appropriate in pedestrian-oriented City areas such as the downtown, including as restaurants with car service, gas stations with or without convenience stores, minor auto repair shops, and car washes that comply with special design standards.

Land Use and Zoning

Zoning

The site is zoned Regional Business District (RBD). A parking lot is a principally permitted use in the district, per §1282.02(u). The site is also located in the flood hazard overlay zone where a parking lot is permitted, per §1294.36(d)(2).

Proposed and Existing Uses

Site	Vacant – Regional Business District (RBD)
North	Residential – Regional Business District (RBD)
East	Residential – Regional Business District (RBD)
South	Residential – Regional Business District (RBD)
West	Institutional – Regional Business District (RBD)



Figure 2: Zoning Map

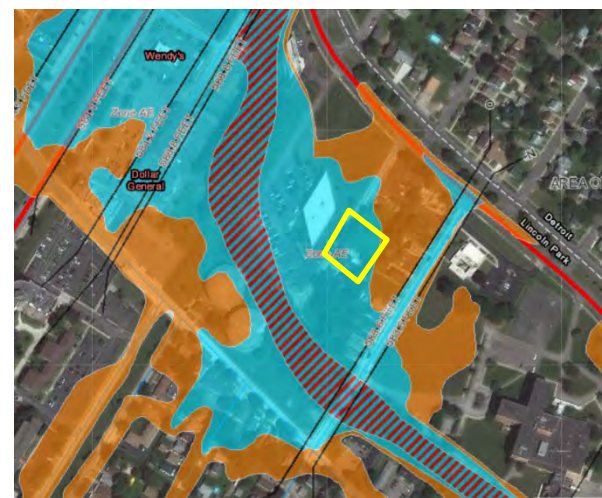


Figure 3: Flood Hazard Overlay Map

Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record. For ease of review, only the sheets with an (*) are included in the Planning Commission’s agenda packet.

Page	Sheet Title	Original Date	Last Revision
*C1	Boundary & Topographic Survey	04/24/2021	–
C2	Removal Plan	04/24/2021	–
C3	Soil Erosion Control Plan	04/24/2021	–
*C4	Site Layout Plan	04/24/2021	–
C5	Paving & Grading Plan	04/24/2021	–
C6	Utility Plan	04/24/2021	–
C7	Detail Sheet	04/24/2021	–
C8	Soil Erosion Control Details	04/24/2021	–
C9	SWMS Details & Maintenance Exhibits	04/24/2021	–
C10	KSI Details & Drainage Calculations	04/24/2021	–
C11	Stormtech Layout & Details	04/24/2021	–
C12	Stormtech Layout & Details	04/24/2021	–
SN1	Standard Notes	04/24/2021	–
STM1	Storm Sewer Details	04/24/2021	–
*L.301	Site Landscape Plan	04/24/2021	–
L.601	Landscape Specifications	04/24/2021	–
L.602	Landscape Specifications	04/24/2021	–
*L.901	Wall Details & Elevation	04/24/2021	–
*A.S.101	Architectural Site Plan	04/24/2021	–
A.901	Specifications	04/24/2021	–
A.902	Specifications	04/24/2021	–
E.001	Electrical Drawing Index, Electrical Symbol List & Lighting Fixture Schedule	04/24/2021	–
E.P.100	Site Plan – Electrical New Work	04/24/2021	–
E.611	Miscellaneous Wiring Diagrams & Details	04/24/2021	–
E.612	Miscellaneous Wiring Diagrams & Details	04/24/2021	–
E.701	Electrical Schedules	04/24/2021	–
E.901	Electrical Specifications	04/24/2021	–
E.902	Electrical Specifications	04/24/2021	–
E.903	Electrical Specifications	04/24/2021	–
E.904	Electrical Specifications	04/24/2021	–

Page	Sheet Title	Original Date	Last Revision
E.905	Electrical Specifications	04/24/2021	–
E.X.100	Site Plan – Lighting Photometry	04/24/2021	–

Dimensional Standards

The dimensional requirements of the Regional Business District (RBD) district are described in the chart below. (§1294.32, except where noted)

	Required	Provided	Compliance
Lot Width	Min. 40 ft.	~105 ft.	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls maximum 2 ½' < height < 8'	No intersections	N/A
Lot Area	Min. 4,000 sq. ft.	~11,655 sq. ft.	Met
Lot Coverage	Max. 50%	No building	Met
Height	2-Story Building; 25 ft	No building	N/A
Setback – Front	30 ft.	No building	N/A
Setback – Sides	10 ft., 20 ft.	No building	N/A
Setback – Rear	0'	No building	N/A

Items to be addressed

None

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

There is no building included in this proposal; therefore, the standards of this section do not apply.

Items to be addressed

None

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

There are no significant natural features to preserve. The project will require the removal of existing trees onsite, to be replaced with new trees and shrubs that meet the landscaping requirements.

Items to be addressed

None

SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The site is served by a 4-ft. public sidewalk on Chandler Ave. which provides pedestrian circulation separated from the vehicular circulation. The proposal includes replacement of the existing sidewalk, to include barrier-free ramps. There are no bicycle lanes on the ROW or bicycle parking facilities proposed.

Items to be addressed

- Applicant shall ensure that concrete sidewalks are brought up to City standards.

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

	Required	Proposed	Compliance
Parking Area Type B §1290.05	Adequate means of ingress and egress shall be provided and shown	Ingress and egress provided on Chandler Ave.	Met
	Parking facilities, access drives, and maneuvering aisles shall be hard surfaced with concrete or plant-mixed bituminous material, maintained in a usable dustproof condition and graded and drained appropriately	Proposed parking area will be concrete and asphalt.	Met
	Concrete curbs and gutters	Concrete curbs and gutters provided	Met
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards	Proposed 6' solid masonry wall surrounding parking lot.	Met

	Required	Proposed	Compliance
	All street boundaries of such parking facilities, where residential property is located on the opposite side of the street, shall be treated the same as set forth in Section 1290.04, Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts.	No residential properties across the street.	N/A
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering	There is ample space for maneuvering.	Met
	In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set three (3) feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.	Proposed masonry wall surrounds the parking lot. Along the front of the site, the wall has masonry piers with opaque aluminum fencing.	Met

The proposed parking lot use does not have a required number of parking spaces and has 20 spaces.

Items to be addressed

None

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

There are no required number of spaces for the proposed parking lot; therefore, there are no required number of barrier-free spaces. The sidewalk along Chandler Ave. will have barrier-free ramps providing access to the parking lot from Chandler Ave.

Items to be addressed

None

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Since the project will only include a parking lot and no building, no loading area is required.

Items to be addressed

None

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

There is no vehicular access to this site from any of these routes (vehicular access is via Chandler Ave.), so the standards of this section do not apply.

Items to be addressed

None

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

Emergency vehicles may access the building via Chandler Ave.

Items to be addressed

None

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

No new streets are proposed.

Items to be addressed

None

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	Proposed 12-ft. and 25-ft. greenbelts along Chandler Ave.	Met
	1 tree and 4 shrubs per 40' of street frontage <i>105' frontage = 3 trees and 11 shrubs</i>	3 Columnar Norway Maple trees, 12 Tiny Wine Gold Ninebark shrubs	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	The proposed masonry wall will shield any headlights from parked vehicles.	Met
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(11,655 sf * 0.1) = 1,166 sf landscaping</i>	~3,384 sf landscaped area.	Met
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Landscaping grouped near entrance.	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>3 trees and 5 shrubs</i>	3 Frontier Elms trees, 24 Tara Dwarf Prairie Dropseed shrubs and 31 Dily's Hardy Geranium	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces <i>20 parking spaces = 2 trees</i>	3 interior trees count toward interior landscaping requirements. 2 additional trees required to meet parking lot landscaping requirements.	NOT MET
	100 sf of planting area per tree	>100 sf of planting area	Met
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	No waste receptacle proposed.	N/A
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive), and/or solid 6' masonry wall ornamental on both sides	Proposed 6-ft. masonry wall proposed around parking lot.	Met

Items to be addressed

- Applicant shall provide the two required parking lot trees.

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

All erosion and sedimentation measures are under the jurisdiction of Wayne County.

Items to be addressed

- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.

- *A Soil Erosion and Sedimentation permit must be obtained from Wayne County.*

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

The site will use stormwater utilities, which are under the jurisdiction of Wayne County. There is no building that would use water and sewer facilities.

Items to be addressed

- *Applicant shall work with the City Engineer to review the stormwater system to determine the appropriate permitting process.*

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/ retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater management is under the jurisdiction of Wayne County. Additionally, the site is located within the flood hazard overlay and must comply with the requirements of §1294.36. Plans should indicate the location of the floodplain and elevations, and proof of development permission from all applicable state and federal agencies is also required.

Items to be addressed

- *Applicant shall work with the City Engineer to the review stormwater system to determine the appropriate permitting process.*
- *Applicant shall meet the requirements in §1294.36 Flood Hazard Overlay Zone.*
- *Applicant shall indicate the location of the floodplain and elevations on the site plan.*
- *Applicant shall provide proof of development permission in a flood hazard area from all applicable state and federal agencies.*

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

The plans indicate that there will be four new light fixtures – one at the entrance and three in along the edges of the parking lot. The photometric plan indicates that the proposed lighting meets the footcandle standards in the ordinance. The plans do not show images of the proposed lighting in order to determine that the proposed lighting will deflect away from adjacent properties and will not impede the vision of traffic along the street.

Items to be addressed

- Applicant shall provide manufacturer specifications for all new lighting.*

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

No indication of adverse noise impacts are anticipated from the development.

Items to be addressed

None

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

The proposed electrical panel on the southeast corner of the site and the card reader at the entrance are sufficiently screened with trees, shrubs, and the masonry wall.

Items to be addressed

None

SIGNS

The standards of the City's Sign Code are met.

Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance, though the plans do not indicate any proposed signage.

Items to be addressed

- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance if any signs are proposed.*

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

There is no indication of hazardous substances and polluting materials to be used or stored on-site at the facility.

Items to be addressed

None

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

The proposed parking lot is a principal permitted use in the district.

Items to be addressed

None

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

Items to be addressed

- Work in a flood hazard area requires development permission from applicable state and federal agencies.*
- Applicant to secure all appropriate agency reviews as needed.*

VARIANCES

No variances are anticipated from this proposal.

Items to be addressed

None

RECOMMENDATIONS

Findings

The information submitted with this proposal is substantially in compliance with §1296.01, Site Plan Review.

Conditions of Approval

Conditions to be Addressed Before Approval Letter is Issued

- Applicant shall provide the two required parking lot trees.*
- Applicant shall indicate the location of the floodplain and elevations on the site plan.*
- Applicant shall provide manufacturer specifications for all new lighting.*

Conditions of Approval

- Applicant shall ensure that concrete sidewalks are brought up to City standards.*

- *Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.*
- *A Soil Erosion and Sedimentation permit must be obtained from Wayne County.*
- *Applicant shall work with the City Engineer to the review stormwater system to determine the appropriate permitting process.*
- *Applicant shall meet the requirements in §1294.36 Flood Hazard Overlay Zone.*
- *Applicant shall provide proof of development permission in a flood hazard area from all applicable state and federal agencies.*
- *Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance if any signs are proposed.*
- *Applicant to secure all appropriate agency reviews as needed.*

Proposed Motion

I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0018, proposing a parking lot at 1079-1083 Chandler Avenue and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

PARKING LOT CHANDLER PARKING

LINCOLN PARK

LIST OF DRAWINGS

CIVIL ENGINEERING

C1 BOUNDARY & TOPOGRAPHIC SURVEY
C2 REMOVAL PLAN
C3 SOIL EROSION CONTROL PLAN
C4 LAYOUT PLAN
C5 PAVING & GRADING PLAN
C6 UTILITY PLAN
C7 DETAIL SHEET
C8 SOIL EROSION CONTROL DETAILS
C9 SWMS DETAILS & MAINTENANCE EXHIBITS
C10 KSI DETAILS & DRAINAGE CALCULATIONS
C11 STORMTECH LAYOUT & DETAILS
C12 STORMTECH LAYOUT & DETAILS
SN1 CITY DETAILS
STM1 STORM SEWER DETAILS

LANDSCAPING

L.301 SITE LANDSCAPING PLAN
L.601 LANDSCAPE SPECIFICATIONS
L.602 LANDSCAPE SPECIFICATIONS
L.901 WALL DETAILS & ELEVATION

ARCHITECTURAL

A.S.101 ARCHITECTURAL SITE PLAN
A.901 SPECIFICATIONS
A.902 SPECIFICATIONS

ELECTRICAL

E.001 ELECTRICAL DRAWING INDEX, ELECTRICAL SYMBOL LIST & LIGHTING FIXTURE SCHEDULE
E.P.100 SITE PLAN - ELECTRICAL NEW WORK
E.611 MISCELLANEOUS WIRING DIAGRAMS & DETAILS
E.612 MISCELLANEOUS WIRING DIAGRAMS & DETAILS
E.701 ELECTRICAL SCHEDULES
E.901 ELECTRICAL SPECIFICATIONS
E.902 ELECTRICAL SPECIFICATIONS
E.903 ELECTRICAL SPECIFICATIONS
E.904 ELECTRICAL SPECIFICATIONS
E.905 ELECTRICAL SPECIFICATIONS
E.X.100 SITE PLAN - LIGHTING PHOTOMETRY

DEVELOPMENT TEAM

OWNER

COMMUNITY CARE SERVICES
LINCOLN PARK, MICHIGAN

ARCHITECT

FUSCO, SHAFFER & PAPPAS, INC.
550 E. NINE MILE RD.
FERNDALE, MICHIGAN 40220
248.543.4100

LANDSCAPE ARCHITECT

DEAK PLANNING & DESIGN, LLC
143 CADYCENTER #79
NORTHVILLE, MICHIGAN 48167
248.444.7892

CIVIL ENGINEER

GEORGE JEROME & CO.
28304 HAYES ROAD
ROSEVILLE, MICHIGAN 48066
586.774.3000

ELECTRICAL ENGINEER

TAC ASSOCIATES, LLC
4321 EAST CAMDEN RD
OSSEO, MICHIGAN 49266
517.254.4789

MICHIGAN

SUMMARY TABLE

SITE DATA

AREA	11,655 S.F.
PARKING SPACES	20 SPACES
<u>SETBACKS</u>	
	REQUIRED PROPOSED
FRONT (NORTH-WEST)	30' 30'
SIDE (NORTH-EAST)	0' 0'
SIDE (SOUTH-WEST)	0' 0'
REAR (SOUTH-EAST)	0' 0'
<u>LOT COVERAGE</u>	
MAXIMUM ALLOWABLE	45.0%
EXISTING	0.0%
PROPOSED	0.0%

CODE DATA

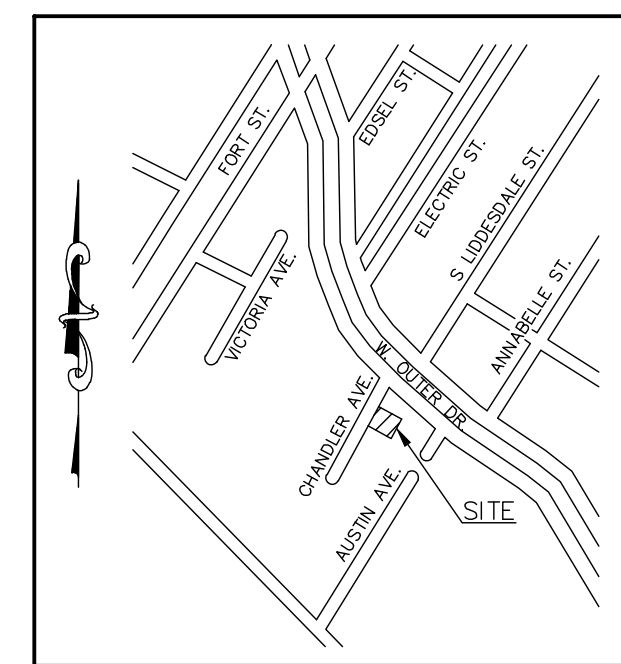
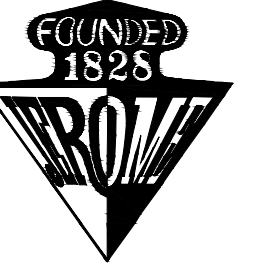
BUILDING CODE	MICHIGAN BUILDING CODE 2015
USE GROUP	U
CONSTRUCTION TYPE	N/A
ZONING	REGIONAL BUSINESS

<u>DATE</u>	<u>ISSUE</u>
APRIL 24, 2021	PERMIT



FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

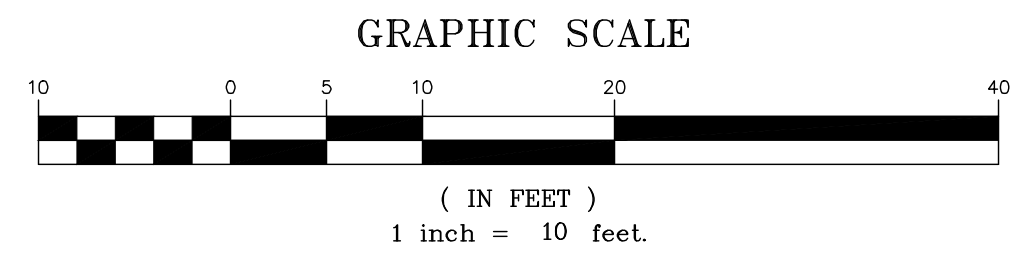
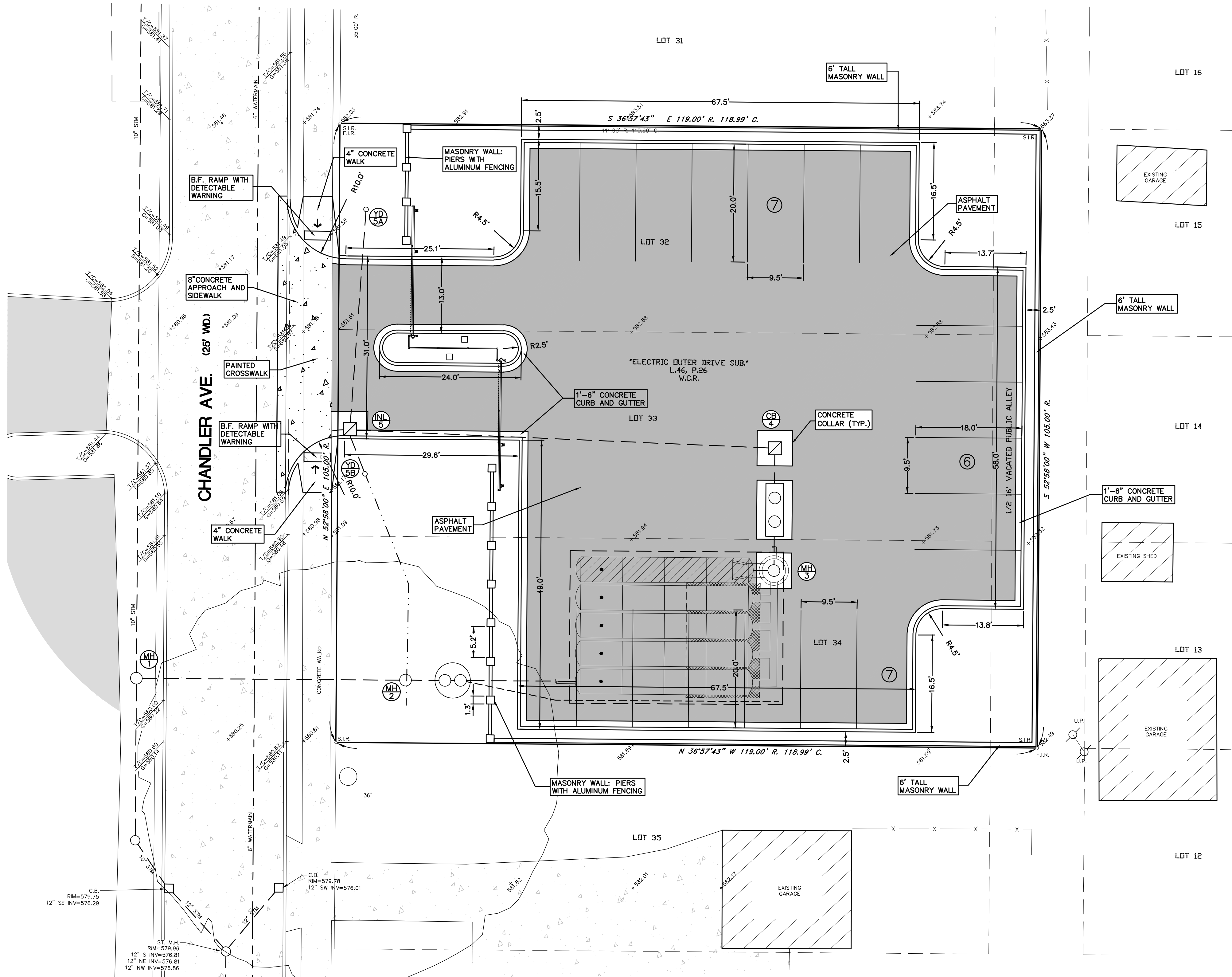
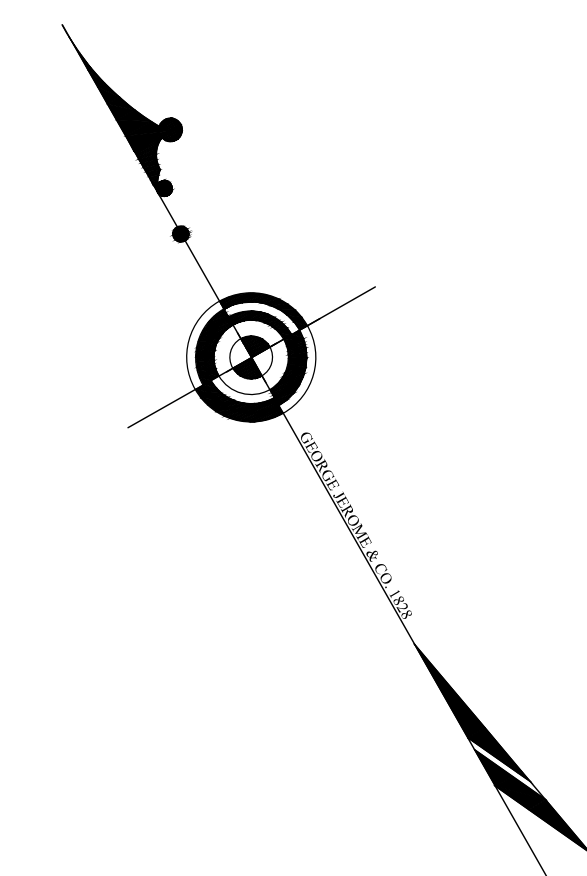
COPYRIGHT 2021-FUSCO, SHAFFER & PAPPAS, INC.



LOCATION MAP
NOT TO SCALE

LEGEND

- R. RECORD
- M. MEASURED
- C. CALCULATED
- H. HEARNE BRO.'S MAP
- F.I.R. FOUND IRON ROD
- F.MON. FOUND MONUMENT
- S.I.R. SET IRON ROD
- S.P.K. SET P.K. NAIL
- T/C TOP OF CURB
- G. GUTTER
- FF FINISHED FLOOR
- T/W TOP OF WALL
- T/P TOP OF PIPE
- C.B. CATCH BASIN
- U.P. UTILITY POLE
- M.H. MANHOLE
- C.O. CLEAN OUT
- L.P. LIGHT POLE
- GVW GATE VALVE AND WELL
- WSV WATER STOP VALVE
- F.H. FIRE HYDRANT
- S.P. STEEL POST
- M.W. MONITORING WELL
- 4 SIGN
- G.W. GUY WIRE
- FENCE
- SANITARY/COMBINED SEWER
- STORM SEWER
- WATERMAIN
- OVERHEAD UTILITY LINES



**ENCLOSED PARKING LOT
CHANDLER PARKING
LINCOLN PARK**

04.24.2021 PERMIT
DATE ISSUE



FSP PROJECT NO.
COM20.016

DRAWING TITLE

SITE LAYOUT PLAN

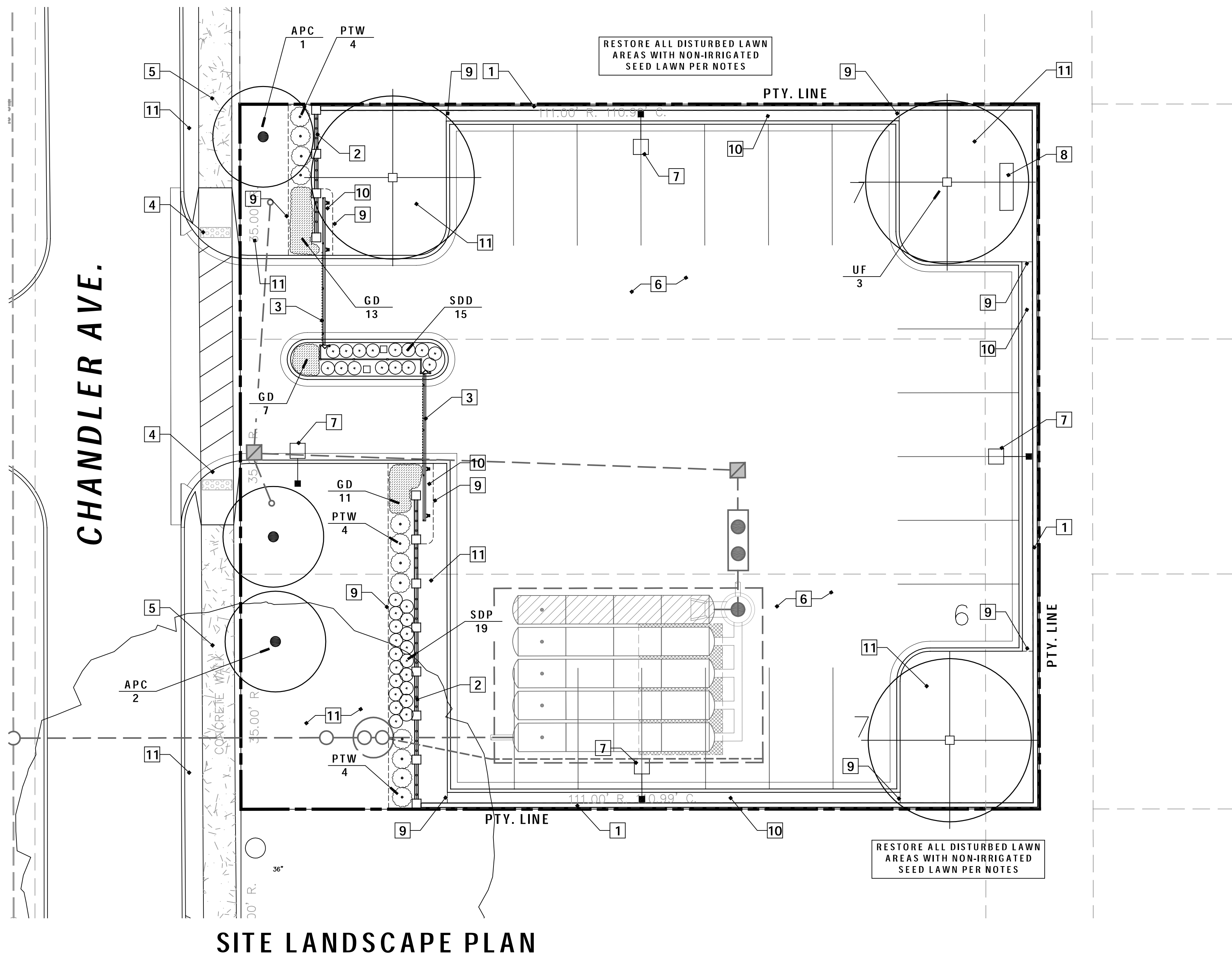
DRAWING NUMBER

LEGAL DESCRIPTION (Legal provided by client)
Land in the City of Lincoln Park, County of Wayne, State of Michigan, described as follows:
Lots 32, 33 and 34, also including the Westerly 1/2 of adjacent vacated public alley, "Electric Outer Drive Subdivision", as recorded in Liber 46 of Plats, Page 26 of Wayne County Records.

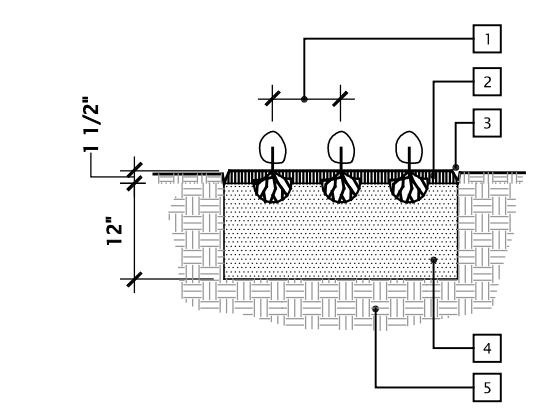
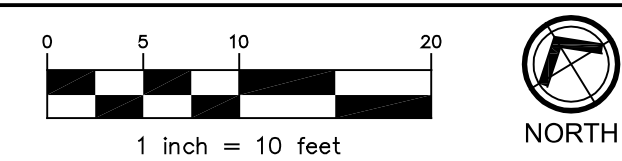
BOUNDARY CERTIFICATION
George Jerome & Co. hereby certifies to Community Care Services that it has surveyed the above described property, description furnished by you, for the purpose of establishing outline boundaries, and that the boundaries and corners of said property are as indicated herein.

George G. Jerome Jr., P.S. P.E.
46672

\\server1\p01\m2\2020\005-26-200\1800-26-299\26-319 - FSP (Chandler parking lot)\2021 SITE PLAN.dwg, 04 SET, 4/5/2021 4:51:10 PM

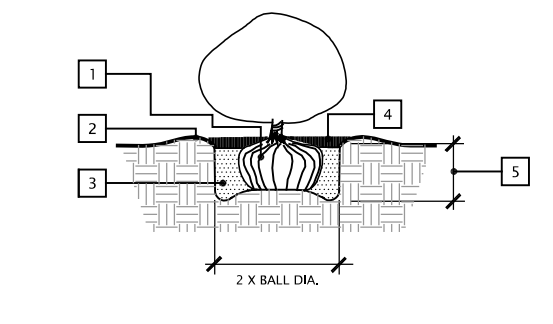


SITE LANDSCAPE PLAN
SCALE 1" = 10'



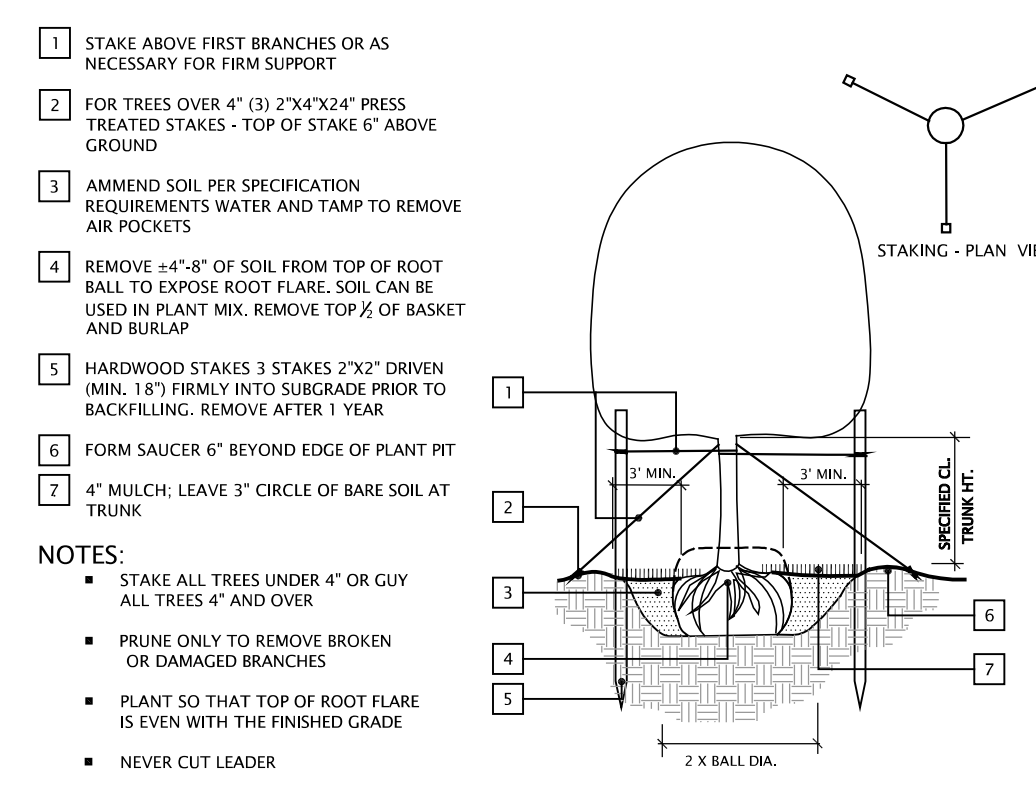
- 1 SEE PLANT LIST FOR SPACING
 - 2 1-1/2" DEPTH DOUBLE PROCESSED SHREDDED BARK MULCH
 - 3 SHOVEL CUT EDGE OR ALUM. EDGE, SEE PLAN
 - 4 EXCAVATE EXISTING SOIL 1 1/2" DEEP FILL WITH SPECIFIED PLANT MIX
 - 5 UNDISTURBED SUBGRADE
- NOTES:
 * CONTRACTOR TO VERIFY PRECISALION OF PLANTING PIT PRIOR TO INSTALLATION

3 PERENNIAL/ GROUND COVER PLANTING DETAIL
NOT TO SCALE



- 1 REMOVE SOIL FROM ROOT BALL MATERIALS TOP 1/2" OF BURLAP FROM ROOT BALL MOUND TO FORM SAUCER
 - 2 FORM SAUCER WITH 3" CONTINUOUS RIM
 - 3 SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS
 - 4 4" MULCH - DO NOT BURY TRUNK OR DAMAGED BRANCHES
 - 5 1 1/2" MIN. OR DEPTH OF ROOT BALL
- NOTES:
 * PRUNE BRANCHES TO THIN OR MATCH, RETAIN NORMAL PLANT SHAPE.
 * ROOT FLARE OF SHRUBS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS THEY BORE TO ORIGINAL GRADE.
 * REMOVE ALL FIBER, PLASTIC OR METAL CONTAINERS

2 SHRUB PLANTING
NOT TO SCALE



- 1 STAKE ABOVE FIRST BRANCHES OR AS NECESSARY FOR FIRM SUPPORT
 - 2 FOR TREES OVER 4" (D) 2"x4"x24" PRESS TREATED STAKES - TOP OF STAKE 6" ABOVE GROUND
 - 3 AMMEND SOIL PER SPECIFICATION REQUIREMENTS WATER AND TAMP TO REMOVE AIR POCKETS
 - 4 REMOVE 4"-8" OF SOIL FROM TOP OF ROOT BALL TO EXPOSE ROOT FLARE. SOIL CAN BE USED IN PLANT MIX. REMOVE TOP 1/2" OF BASKET AND BURLAP
 - 5 HARDWOOD STAKES 3 STAKES 2"x2" DRIVEN MIN. 18" FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING. REMOVE AFTER 1 YEAR
 - 6 FORM SAUCER 6" BEYOND EDGE OF PLANT PIT
 - 7 4" MULCH. LEAVE 3" CIRCLE OF BARE SOIL AT TRUNK
- NOTES:
 * STAKE ALL TREES UNDER 4" OR GUY ALL TREES 4" AND OVER
 * PRUNE ONLY TO REMOVE BROKEN OR DAMAGED BRANCHES
 * PLANT SO THAT TOP OF ROOT FLARE IS EVEN WITH THE FINISHED GRADE
 * NEVER CUT LEADER
 * FLAG CUTTING STRAPS WITH SURVEY OR TAPE "ARBORITE" NYLON STRAPS

1 DECIDUOUS TREE PLANTING
NOT TO SCALE

QUAN.	KEY	COMMON/BOTANICAL NAME	SIZE	SPEC.	SPACE
3	APC	Columnar Norway Maple <i>Acer platanoides columnaris</i>	2.5" Cal.	B & B	AS SHOWN
3	UF	Frontier Elm <i>Ulmus parviflora 'Frontier'</i>	2.5" Cal	B & B	AS SHOWN
12	PTW	Tiny Wine Cold Ninebark <i>Physocarpus opulifolius</i>	3 gal.	Cont.	AS SHOWN
19	SDP	Tara Dwarf Prairie Dropseed <i>Sporobolus heterolepis 'Tara'</i>	1 Gal.	Cont.	24" O.C.
31	GD	Dilly's Hardy Geranium <i>Geranium x 'Dilly's'</i>	1 Gal.	Cont.	20" O.C.

NOTE: CONTRACTOR TO VERIFY ALL PLANT QUANTITIES SHOWN ON PLAN SHEETS.

LANDSCAPE DATA

PARKING	
Total Parking Spaces:	20 Spaces
Required Landscape Area: (100 s.f. / 10 Spaces)	200 s.f.
Area Provided:	1,223 s.f.
Required Trees Required: (1 Tree/ 10 spaces)	2 Trees
Trees Provided:	3 Trees
GREENBELT	
Length:	105 l.f.
Required Trees:	
Trees (1/ 40 l.f.):	3 Trees
Shrubs (4/ 40 l.f.):	11 shrubs
Trees Provided:	3 Trees
Shrubs Provided:	12 shrubs

NOTE KEY:

- 1 NEW MASONRY WALL - SEE ARCHITECTURE DRAWINGS
- 2 NEW DECORATIVE WALL W/FENCE - SEE ARCHITECTURE DWGS.
- 3 NEW ROLL GATE - SEE ARCHITECTURE DRAWINGS
- 4 BARRIER FREE RAMP - SEE CIVIL DRAWINGS
- 5 NEW CONCRETE SIDEWALK IN R.O.W. - SEE CIVIL DRAWINGS
- 6 NEW PARKING LOT - SEE CIVIL DRAWINGS
- 7 POLE LIGHT - SEE SITE ELECTRICAL PLANS
- 8 CONTROL PANEL - SEE SITE ELECTRICAL PLANS
- 9 SHOVEL CUT BED EDGE
- 10 3" DEPTH DOUBLE SHREDDED MULCH OVER FILTER FABRIC
- 11 NEW NON-IRRIGATED NEW SEED MIX LAWN OVER MINIMUM 4" DEPTH TOPSOIL.

GENERAL PLANTING NOTES:

- A ALL TREES TO HAVE CLAY OR LOAM BALLS. TREES WITH SAND BALLS WILL BE REJECTED.
- B ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- C ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER. TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- D ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- E ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- F NO MACHINERY IS TO BE USED WITHIN THE DRIPLINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRIPLINE OF EXISTING TREES.
- G ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- H IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS, WALKS AND PAVED AREAS.
- I ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED BARK MULCH. SEE SPECIFICATIONS.
- J SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.

PLANT MIX

- ALL PLANTING/ PERENNIAL BEDS TO RECEIVE:
- 1 - 6 CU FT. QTY. OF COMPOST
 - 1 - 40 LB BAG DRIMANURE
 - 1 - 1 LB BAG SHEMINS 13-13-13 MULTI PURPOSE FERTILIZER
- PER 100 SQ FT BED AREA.
HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

PLANT BED PREPARATION

EXCAVATE PLANT BEDS TO DEPTH SHOWN ON DETAILS - DISPOSE OF SPOILS OFF SITE.
ALL PLANT BEDS TO RECEIVE CONTINUOUS PLANT MIX AS SPECIFIED (NOT INDIVIDUAL PLANT PITS)

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH
NO GROUND WOOD PALLETTE MULCH PERMITTED

TOPSOIL

CONTRACTOR TO TILL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

LAWN RESTORATION

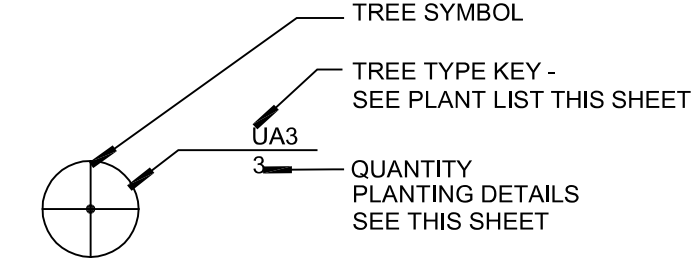
RESTORE ALL DISTURBED NON-BUILDING, NON PAVED AREAS WITH 1" TOPSOIL AND SEED LAWN WITH SINGLE NET STRAW BLANKET.

LAWN SEED MIX - "NON IRRIGATED"

SEED TYPE	PROPORTION	PURITY	GERMINATION
PIONEER PERENNIAL RYE	20%	90%	90%
EXETER/CKY 288 COMMON BLUEGRASS	20%	90%	90%
FORN LAWN/SCOPE	60%	90%	85%

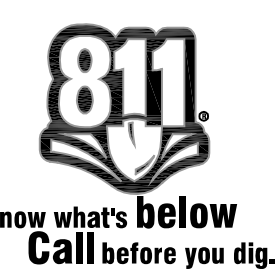
NO INDIVIDUAL SEEDS PERMITTED.
FERTILIZER FOR "NON-IRRIGATED" LAWN 10-10-10

PLANT KEY



WATERING

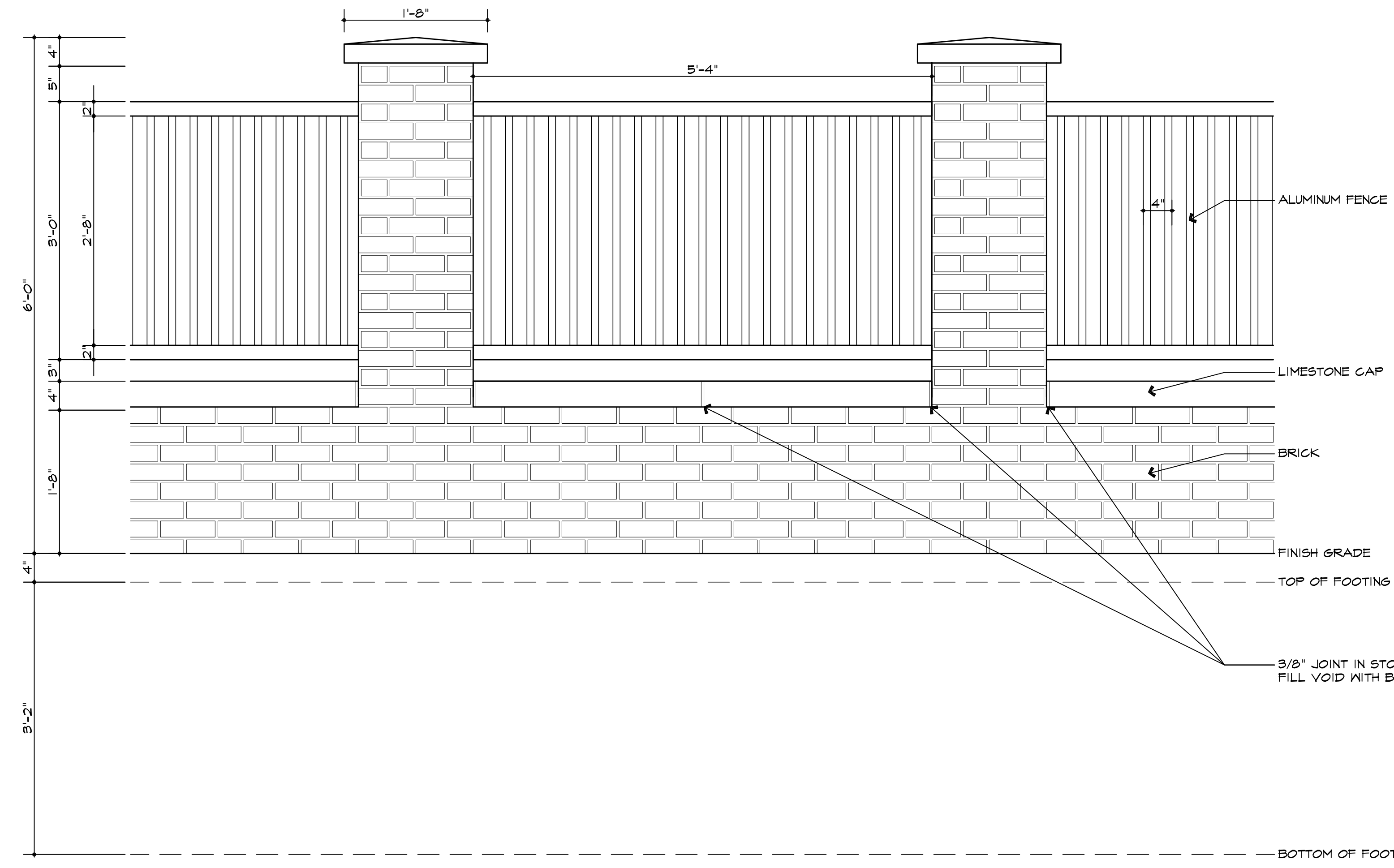
CONTRACTOR RESPONSIBLE FOR MONITORING THE WATERING OF ALL PLANTINGS AND NEWLY PLANTED LAWN AREAS FOR ONE YEAR FROM THE START OF THE WARRANTY PERIOD.
ANY PLANTING THAT PERISHES DUE TO LACK OF WATER, OR OVERWATERING, DOES NOT QUALIFY AS THE REQUIRED REPLACEMENT PLANTING AS STATED IN THE SPECIFICATION, AND SHALL BE REPLACED AT NO COST TO THE OWNER.
NEWLY PLANTED LAWN AREAS THAT PERISH DUE TO LACK OF WATER, OR OVERWATERING, DO NOT QUALIFY AS THE REQUIRED REPLACEMENT TO ESTABLISH A HEALTHY FULL DENSE LAWN AS STATED IN THE SPECIFICATION, AND SHALL BE REPLACED AT NO COST TO THE OWNER.



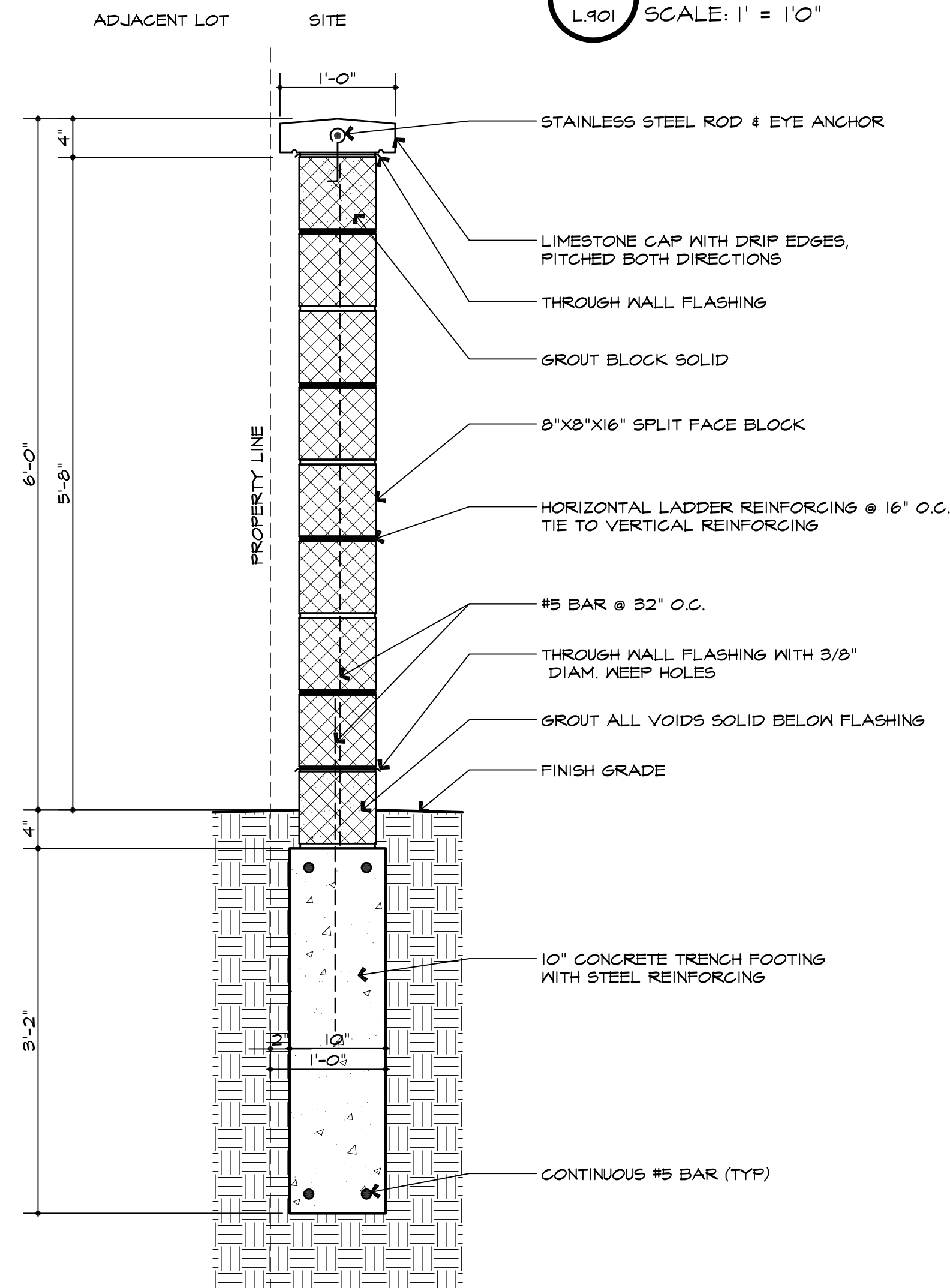
L301

GENERAL DETAIL NOTES:

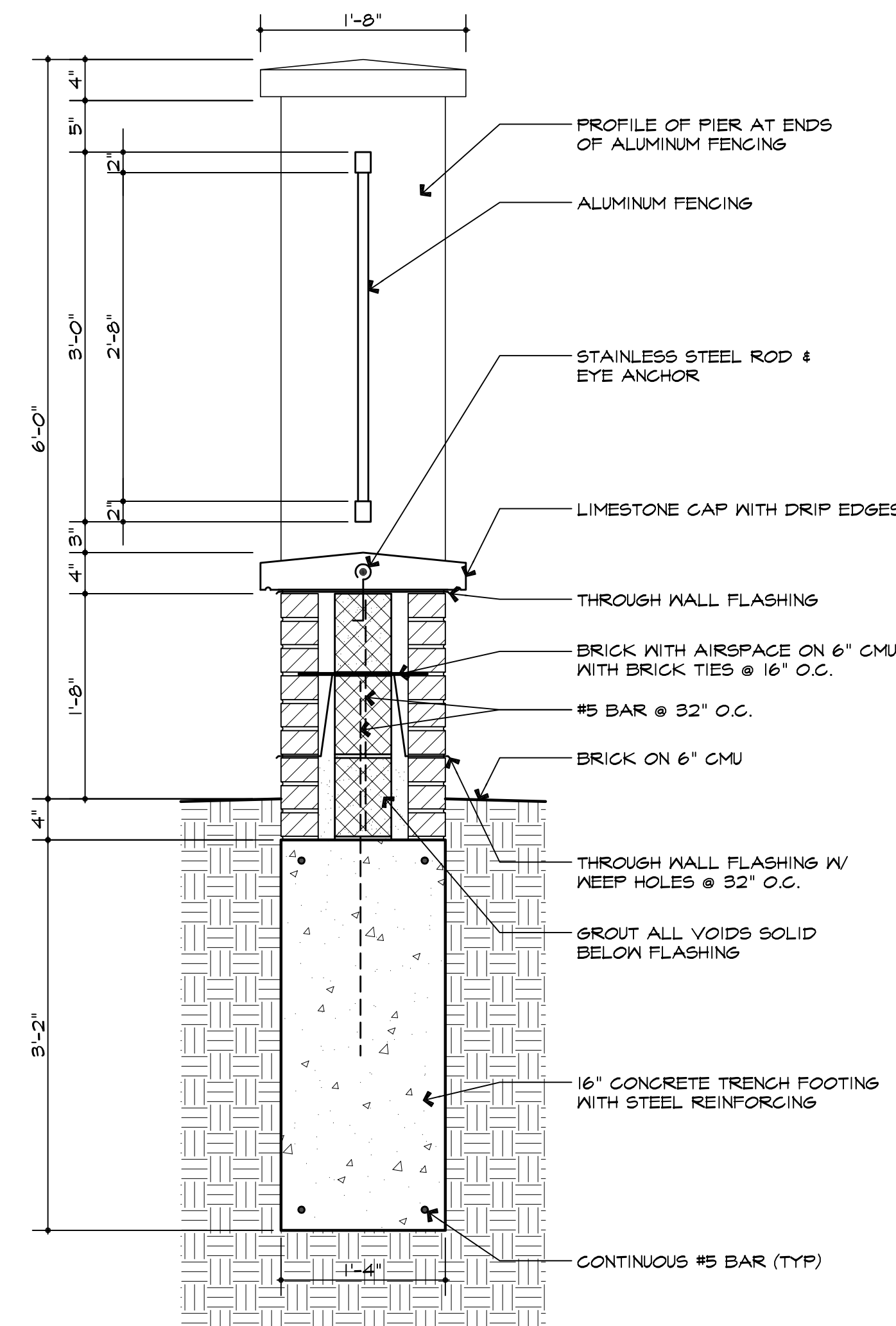
1. PROVIDE KEEP HOLES WITH MEMBRANE FLASHING AT ALL MASONRY LOCATED AT GRADE AT 32" O.C., LOCATED IN THE FIRST COURSE ABOVE FLASHING AND ALL MASONRY WINDOW AND DOOR HEAD AND SILL LOCATIONS AT 24" O.C., UNLESS NOTED OTHERWISE
2. FORM END DAMS AT HORIZONTAL FLASHING TERMINATIONS TO PREVENT MOISTURE ENTRY INTO CAVITY WALLS WITH MANUFACTURERS APPROVED SEALANT AT OVERLAPS, AT HEADS AND SILLS, EXTEND FLASHING 6" AT ENDS AND TURN UP NOT LESS THAN 2" TO FORM END DAMS.



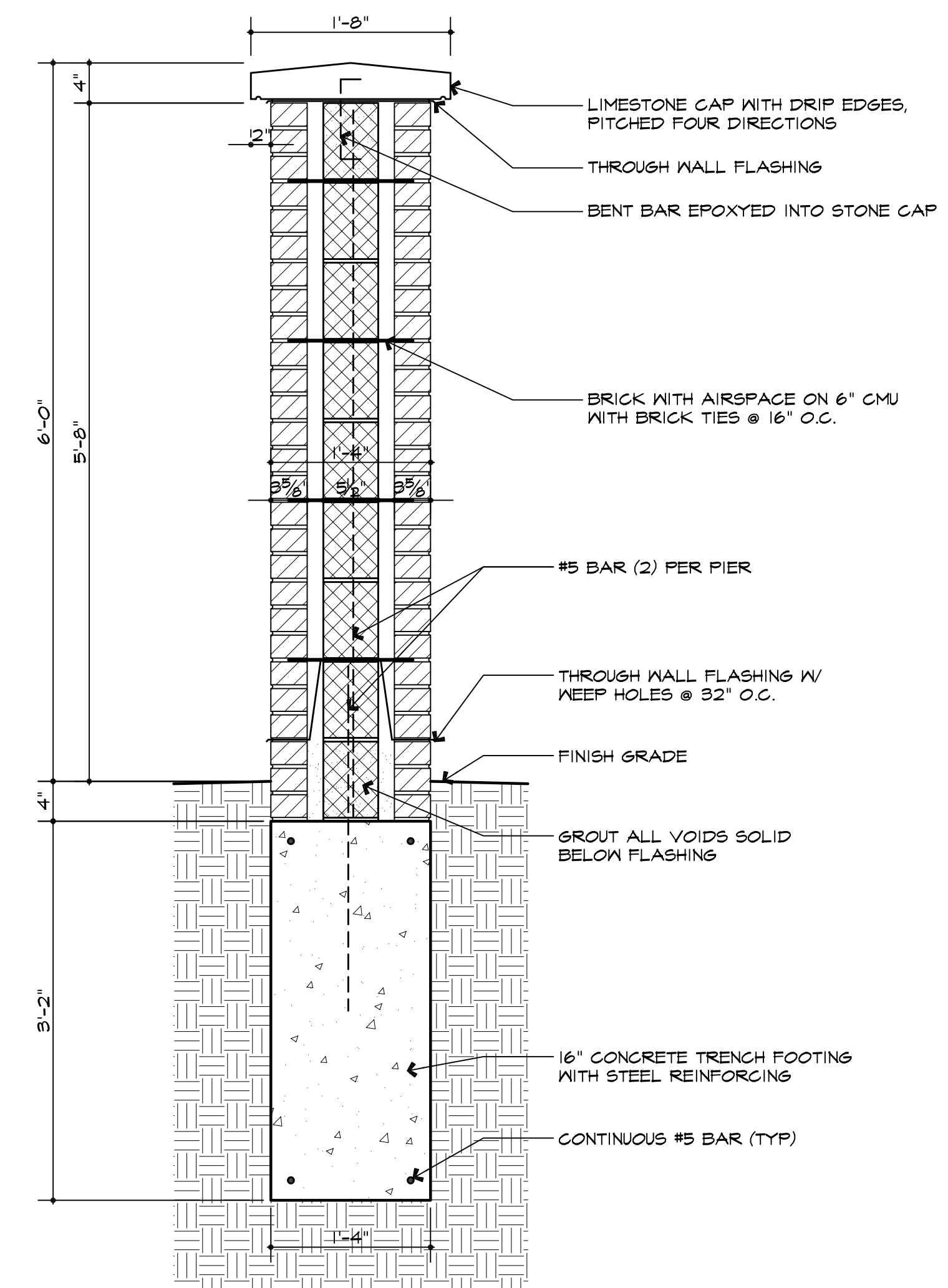
4 FENCE ELEVATION
L.901 SCALE: 1" = 1'0"



3 ENCLOSURE WALL DETAIL
L.901 SCALE: 1" = 1'0"



2 FENCE DETAIL
L.901 SCALE: 1" = 1'0"



1 FENCE PIER DETAIL
L.901 SCALE: 1" = 1'0"

PARKING LOT
CHANDLER PARKING
LINCOLN PARK
 MICHIGAN

4.24.2021	PERMIT
DATE	ISSUE

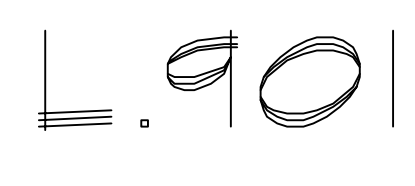
KEY PLAN

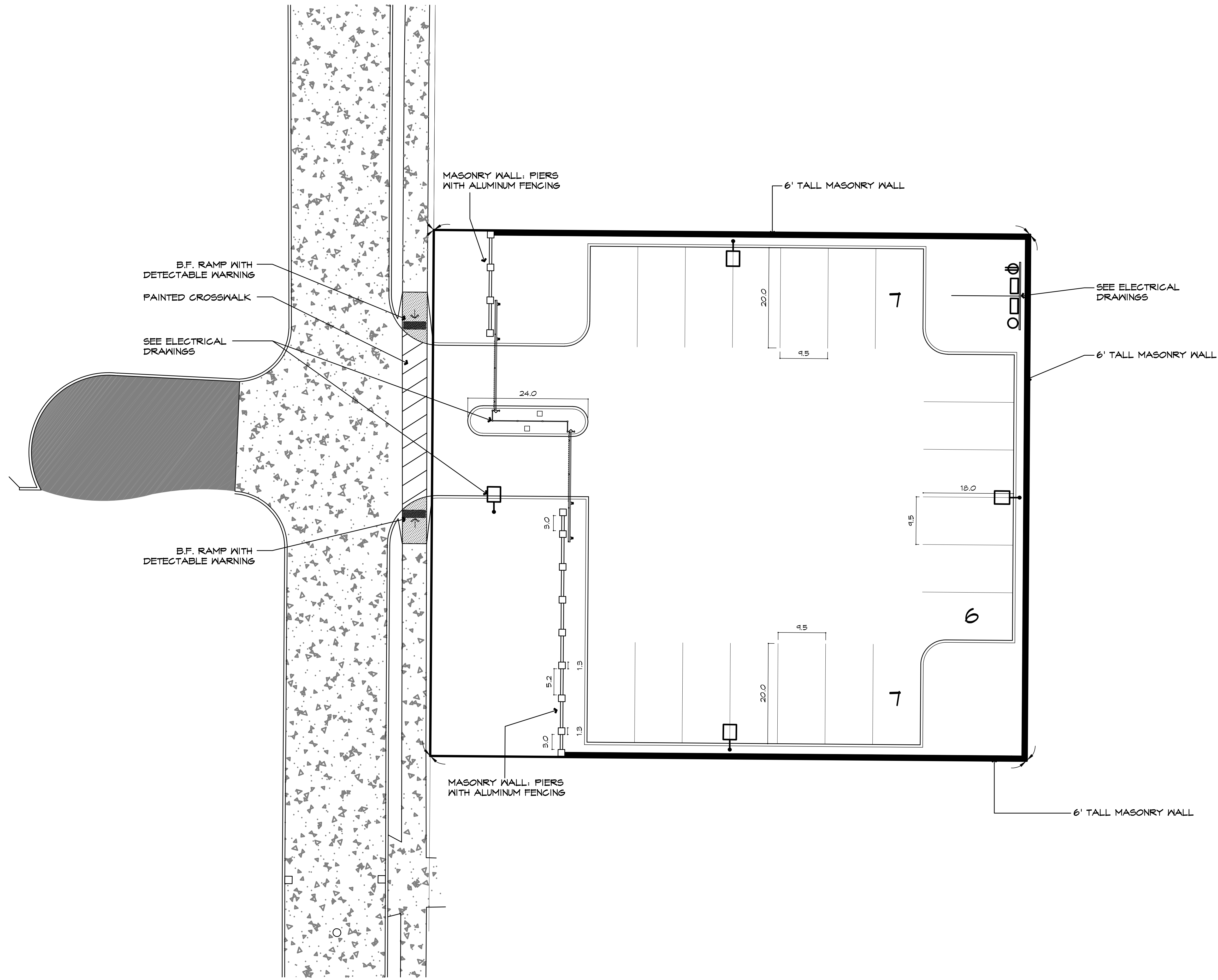
COM20.016

DRAWING TITLE

WALL DETAILS AND ELEVATION

DRAWING NUMBER





MICHIGAN
**PARKING LOT
 CHANDLER PARKING
 LINCOLN PARK**
 LINCOLN PARK

04.24.2021	PERMIT
DATE	ISSUE

KEY PLAN

COM20.016

ARCHITECTURAL SITE PLAN



RECEIVED

MAY 12 2021

CITY OF LINCOLN PARK
BUILDING DEPARTMENT

Case No. PPC21-0018

Date Submitted May 12, 2021

(P)

City of Lincoln Park

APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan Review by the Planning Commission must be submitted to the City in *substantially complete form* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by the data specified in the Zoning Ordinance and Site Plan Review Guidelines, including fully dimensioned site plans, plus the required review fees. Regular meetings of the Planning Commission are held on the second Wednesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Applicant: Fusco, Shaffer & Pappas, Inc.
Mailing Address: 550 East Nine Mile Road, Ferndale, Michigan 48220
Email: jpappas@fsparch.com, jloskill@fsparch.com
Telephone: 248-543-4100 Fax: 248-543-4141

Property Owner(s) Name (if different from Applicant): Community Care Services (Susan Kozak)
Mailing Address: 26184 West Outer Drive, Lincoln Park, Michigan 48146
Telephone: 313-389-7546 Fax: N/A

Applicant(s) Explanation of Legal Interest in Property:
Architect

Location of Property: Street Address: 1079-1083 Chandler Avenue
Nearest Cross Streets: Chandler Avenue & Outer Drive
Sidwell Number (Parcel ID#): 45 002 04 0032 000

Property Description:
If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., Acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

Land in the City of Lincoln Park, County of Wayne, State of Michigan described as follows: Lots 32, 33 and 34, also including the Westerly 1/2 of adjacent vacated public alley, "Electric Outer Drive Subdivision", as recorded in Liber 46 of Plats, Page 26 of Wayne County Records.

Property Size (Square Ft): 11,655 S.F. (Acres): 0.268 Acres

0.268 Acres

Existing Zoning (please check):

- | | |
|--|--|
| <input type="checkbox"/> SFRD Single Family Residential District | <input checked="" type="checkbox"/> RBD Regional Business District |
| <input type="checkbox"/> MFRD Multiple Family Residential District | <input type="checkbox"/> CBD Central Business District |
| <input type="checkbox"/> MHRD Mobile Home Park District | <input type="checkbox"/> GID General Industrial District |
| <input type="checkbox"/> NBD Neighborhood Business District | <input type="checkbox"/> LID Light Industrial District |
| <input type="checkbox"/> MBD Municipal Business District | <input type="checkbox"/> CSD Community Service District |
| <input type="checkbox"/> PUD Planned Unit Development District | |

Present Use of Property: Vacant

Proposed Use of Property: Parking Lot

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial			
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: Fusco, Shaffer & Pappas, Inc.

Mailing Address: 550 East Nine Mile Road, Ferndale, Michigan 48220

Email Address: jpappas@fsparch.com, jloskill@fsparch.com

Telephone: 248-543-4100 Fax: 248-543-4141 Primary Design Responsibility: Architectural

B. Name: George Jerome

Mailing 28304 Hayes, Roseville, Michigan 48066 Address: _____

_____ Email

Address: george@georgejerome.com

Telephone: 586-774-3000 Fax: 586-774-3502 Primary Design Responsibility: Civil/Survey

C. Name: Deak Planning & Design, L.L.C.

Mailing Address: 143 Cadycenter #79, Northville, Michigan 48167

Email Address: sdeak@deakplanningdesign.com

Telephone: 248-444-7892 Fax: N/A Primary Design Responsibility: Landscape Architect

ATTACH THE FOLLOWING:

1. Eight (8) individually folded copies of the site plans, sealed by a registered architect, engineer, landscape architect or community planner as well as ONE (1) Electronic copy.
2. **A brief written description** of the existing and proposed uses, including but not limited to: hours of operation, number of employees on largest shift, number of company vehicles, etc.
3. Proof of property ownership.
4. Review comments or approval received from county, state, or federal agencies that have jurisdiction over the project, including but not limited to:

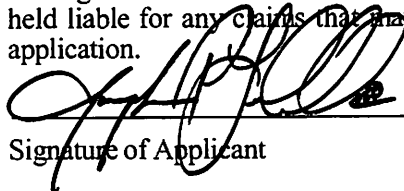
- | | |
|---|--|
| G Wayne County Road Commission | G Wayne County Drain Commission |
| G Wayne County Health Division | G Michigan Department of Natural Resources |
| G Michigan Department of Transportation | G Michigan Department of Environmental Quality |

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to site plan approval.

APPLICANT'S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this site plan application.



 Signature of Applicant

3.4.2021

 Date

 Signature of Applicant

 Date

 Signature of Property Owner Authorizing this Application

 Date

TO BE COMPLETED BY THE CITY

Case No. _____

Date Submitted: _____

Fee Paid: _____

By: _____

Date of Public Hearing: _____

PLANNING COMMISSION ACTION

Approved: _____ Denied: _____ Date of Action: _____



FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

Proposed Use:

Community Care Services (CCS) located at 26184 West Outer Drive, Lincoln Park (313-389-7546) is a non-profit agency established more than 30 years ago that specializes in the treatment of individuals with mental health and substance abuse issues.

CCS proposes to construct a secured parking lot on the currently vacant land described as lots 32, 33 and 34 of the "Electric Outer Drive SUB." This lot will provide 20 parking spaces for their delivery trucks. The construction is expected to take 4 months and there have been no variances required for this project. The owner does not plan to store hazardous materials on the site.

Warranty Deed - Statutory Form
C.L. 1948, 565.151 M.S.A. 26571

KNOW ALL MEN BY THESE PRESENTS: That Vincente S. Rivera, Jr. and Luzviminda C. Rivera, his wife, whose street number and post office address is 26485 Willowgreen Dr, Franklin, MI 48025, convey(s) and warrant(s) to Community Care Properties, a Michigan nonprofit corporation, whose street number and post office address is 26184 W Outer Dr, Lincoln Park, MI 48146 the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as: CHANDLER, Lincoln Park, MI 48146

for the full consideration of Nineteen Thousand Five Hundred And No/100 Dollars (\$19,500.00).

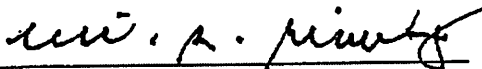
Subject to easements, reservations, restrictions and limitations of record, if any, and further subject to:

NONE

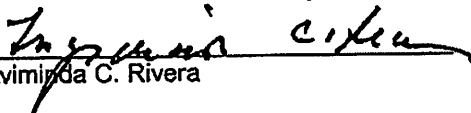
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: July 23, 2020

Signed and Sealed:



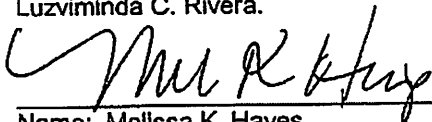
Vincente S. Rivera, Jr.



Luzviminda C. Rivera

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this 23rd day of July, 2020 by Vincente S. Rivera, Jr. and Luzviminda C. Rivera.



Name: Melissa K. Hayes
Notary Public - State of Michigan
Macomb County
My Commission Expires: August 14, 2023
Acting in the County of _____

MELISSA K. HAYES
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 14, 2023
ACTING IN COUNTY OF *Oakland*

(Seal)

Drafted by:
Vincente S. Rivera, Jr. and
Luzviminda C. Rivera
Vincente S. Rivera, Jr.
26485 Willowgreen Dr
Franklin, MI 48025

Mail After Recording To:
Community Care
Properties
26184 W Outer Dr
Lincoln Park, MI 48146

**Send Subsequent
Tax Bills To:**
Community Care
Properties
26184 W Outer Dr
Lincoln Park, MI 48146

Recording Fee: \$26.00

Real Estate Transfer Tax: \$167.70

Tax parcel no.: 45 002 04 0032 000

EXHIBIT "A"
Legal Description

Land situated in the City of Lincoln Park, County of Wayne, State of Michigan, and described as follows:

Lots 32 through 34, also Westerly half of adjacent vacated alley, Electric Outer Drive Subdivision, according to the recorded plat thereof, as recorded in Liber 46 of Plats, Page 26, Wayne County Records.



FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

LETTER OF TRANSMITTAL

TO: City of Lincoln Park Planning & Development / Beckett & Raeder

DATE: May 6, 2021
PROJECT: Chandler Parking Lot

ATTN: _____

WE ARE SENDING YOU VIA:

- U.S. Mail
- Hand Delivery
- Pick Up
- UPS
- Other _____

THE FOLLOWING ITEMS:

- Drawings
- Specifications
- Samples
- Shop Drawings
- Product Information
- Correspondence
- Sketches
- Change Order
- Other _____

COPIES	DATE	DESCRIPTION
8	10-21-21	Colored Site Plan 11" x 17"
8	4-24-21	Sheet C5 Civil Engineer Sealed Site Plan
1	4-24-21	Permit Set for Reference
1	5-6-21	Completed Application for Site Plan Review with Proposed Use
1		Jump drive with electronic files
1	8-28-18	Warranty deed - proof of ownership

THESE ARE TRANSMITTED:

- For Your Use
- As Requested
- For Review and Comment
- Please Return ___ Copies to This Office
- Other _____

RETURN TO CONTRACTOR:

- Rejected
- Make Corrections
- Make Changes Noted
- Resubmit
- Review Completed

REMARKS: Payment via separate cover

cc: _____

Caroline A. Berard
Caroline A. Berard
Assistant Project Manager

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE

Elizabeth Gunden

From: Elizabeth Gunden
Sent: Friday, May 14, 2021 10:51 AM
To: John Kozuh; Fire Chief; Irenda Lockhart; Robert Wright; Ray Watters; Krystina Erdos; jdhollandsworth@hengineers.com
Cc: Leah DuMouchel
Subject: RE: Site Plan Review Request: 1079-1083 Chandler - Parking Lot

Good morning, John –

Thank you for your review! I believe that the items you're looking for are in the document called "chandler full ste.pdf" (it is the second document in the shared folder), but please correct me if I am wrong! This is a very large file, so please let me know if you are having trouble accessing it.

Thanks,
Liz

From: John Kozuh <JKozuh@citylp.com>
Sent: Friday, May 14, 2021 8:45 AM
To: Elizabeth Gunden <egunden@bria2.com>; Fire Chief <FChief@citylp.com>; Irenda Lockhart <ILockhart@citylp.com>; Robert Wright <RWright@citylp.com>; Ray Watters <RWatters@citylp.com>; Krystina Erdos <KErdos@citylp.com>; jdhollandsworth@hengineers.com
Cc: Leah DuMouchel <ldumouchel@bria2.com>
Subject: RE: Site Plan Review Request: 1079-1083 Chandler - Parking Lot

Elizabeth: A quick review of the parking lot, I don't see the following: 1. What is the parking lot product? bituminous or concrete?

bituminous curb ?

drainage , and where is storm water going?

2. cross sectional thickness, base product?
3. is there a perimeter edge? concrete curbing ,
4. drainage ? no c.b. , no grades to indicate sheet

John Kozuh
DPS Director
City of Lincoln Park

From: Elizabeth Gunden <egunden@bria2.com>
Sent: Thursday, May 13, 2021 5:08 PM
To: Fire Chief <FChief@citylp.com>; Irenda Lockhart <ILockhart@citylp.com>; Robert Wright <RWright@citylp.com>; Ray Watters <RWatters@citylp.com>; Krystina Erdos <KErdos@citylp.com>; John Kozuh <JKozuh@citylp.com>; jdhollandsworth@hengineers.com
Cc: ldumouchel@bria2.com
Subject: Site Plan Review Request: 1079-1083 Chandler - Parking Lot

Hello!

Please find below a link to a folder with a set of plans for a proposed parking lot at 1079-1083 Chandler. The parking lot will be part of Community Care Services, which is located at 26184 West Outer Drive. Comments are appreciated by reply to this email by Friday, May 28th. Thank you!

 [1079-1083 Chandler - Parking Lot](#)

Liz Gunden, AICP
Project Planner

Beckett&Raeder, Inc.

Making Great Places for over 50 Years

535 West William St Suite 101
Ann Arbor, MI 48103
734.663.2622
Direct Line: 734.239.6615

1282 Dix – Retail (Partial Conversion from Nonconforming Use)

Site Plan Review

Applicant	Richard Cherry
Project	Retail (Partial conversion from nonconforming use)
Address	1282 Dix Hwy, Lincoln Park, MI 48146
Date	June 9, 2021
Request	Site Plan Review
Recommendation	Approval with Conditions

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description



Figure 1: Aerial of Site

The applicant proposes to use a section of the existing building for a cutlery retail store. This 1,200 sq. ft. section of the building is the square section to the north. The applicant approximates that 80% of sales will be online and the remaining 20% will be in-store sales, with roughly 1 to 3 customers a day. The applicant currently leases the remaining 1,600 sq. ft. of the building to a tenant for an optical wholesale establishment. The wholesaling use is considered a legal nonconforming use, which may continue, but it may not expand or resume if discontinued. The subject of this site plan review transforms a portion of the building to support this conforming retail use, and the existing wholesale optical establishment is not part of this review.

Site conditions

The 0.20-acre parcel is located on the northwest corner of the intersection of Dix Highway and University Avenue. There is a parking area at the rear of the building with room for 12 parking spaces accessed via

the alley from University Avenue. Of the 12 spaces, 2 are barrier-free spaces. To the northeast of the site is another commercial property that currently operates as a bank, to the northwest is a residential district, to the southwest is a parking lot that serves an adjacent building with four commercial businesses, and to the southeast across Dix Highway and north of University Avenue is a used tire shop.

Master Plan Future Land Use Classification

The Future Land Use classification for this parcel is General Commercial.

Intent; Desirable Uses and Elements

General Commercial properties are intended to serve the whole community and are located along major thoroughfares. The in-person retail business fits within the intent of the future land use designation. However, the online sales share similar characteristics to warehousing operations which does not fit within the intent of the general commercial future land use designation.

Land Use and Zoning

Zoning

The parcel is zoned Neighborhood Business District. The proposed in-person retail use falls under the category of “retail” which is a principally permitted use in the Neighborhood Business District. Internet sales is currently not defined by the City; however, section 1276.03(g) permits uses similar to the principal permitted uses in the district, after the Planning Commission has determined that such uses are in harmony with the character of the district and the purpose and intent of the Comprehensive Development Plan of the City. Wholesaling is not a permitted use in the district; however, the existing wholesale optical use is considered legal nonconforming. Section 1292.01 states that it is the intent of the Ordinance “to gradually eliminate nonconforming uses or decrease their nonconforming status,” which is precisely what this proposal will accomplish.



Figure 2: Zoning Map

Proposed and Existing Uses

Site	Commercial; Neighborhood Business District (NBD)
North-West	Residential; Single Family Residential District (SFRD)
North-East	Commercial; Neighborhood Business District (NBD)
South-East	Commercial; Neighborhood Business District (NBD)
South-West	ROW (alley) & Residential; Single-Family Residential District (SFRD)

Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record.

Page	Sheet Title	Original Date	Last Revision
A-1	Site Plan	05/07/2021	
A-2	Floor Plan	05/07/2021	
A-3	Exterior Elevations	05/07/2021	

Dimensional Standards

The dimensional requirements of the Neighborhood Business District (NBD) are described in the chart below. (§1294.32, except where noted.)

	Required	Provided	Compliance
Lot Width	Min. 40 ft.	103 ft.	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls height < 2 ½'; tree branch height > 8'	No trees or shrubs existing or proposed.	N/A
Lot Area	Min. 4,000 sq. ft.	8,549 sq. ft.	Met
Lot Coverage	Max. 50%	2,996/8,549 = 35%	Met
Height	2-Story Building; 25 ft	15.5 ft.	Met
Setback – Front	0	0 ft.	Met
Setback – Sides	0	39 ft.	Met
Setback – Rear	0	1.5 ft.	Met



Items to be addressed

None

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

Required	Compliance
<ul style="list-style-type: none"> Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500' 	Met
<ul style="list-style-type: none"> Architectural variety Similar materials and entrances to buildings within 500'. <i>Primarily brick/block, single-story, with flat roofs, with shingled overhang/awning.</i> 	Met

Required	Compliance
 <p data-bbox="215 724 1128 756"><i>1 block South on Dix Hwy – single-story, square, brick, shingled awning flat roof</i></p>	
 <p data-bbox="215 1134 933 1165"><i>1 block North on Dix Hwy – single-story, square, brick, flat roof</i></p>	
<ul style="list-style-type: none"> <li data-bbox="215 1186 1242 1270">• Building materials: primarily natural products conveying permanence (brick, decorative masonry block, stone, or beveled wood siding) = 75% of each façade (industrial districts, 50% if facing ROW). <li data-bbox="259 1276 1047 1312"><u>South Elevation (side): 93% painted wood siding (1,093 sf / 1,177 sf)</u> <ul style="list-style-type: none"> <li data-bbox="284 1312 673 1344">○ Painted wood siding: ~1,093 sf <li data-bbox="284 1344 730 1375">○ Windows and door (exempt): ~38 sf <li data-bbox="284 1375 592 1407">○ Asphalt shingles: ~84 sf <li data-bbox="284 1407 560 1438">○ Total Area: ~1,215 sf <li data-bbox="259 1459 1218 1491"><u>North Elevation (side): 82% masonry block & painted wood siding (918 sf / 1,117 sf)</u> <ul style="list-style-type: none"> <li data-bbox="284 1491 763 1522">○ Masonry CMU Block (painted): ~665 sf <li data-bbox="284 1522 649 1554">○ Painted wood siding: ~253 sf <li data-bbox="284 1554 609 1585">○ Asphalt shingles: ~199 sf <li data-bbox="284 1585 560 1617">○ Total Area: ~1,117 sf <li data-bbox="259 1638 990 1669"><u>East Elevation (front): 51% painted wood siding (412 sf / 811 sf)</u> <ul style="list-style-type: none"> <li data-bbox="284 1669 649 1701">○ Painted wood siding: ~412 sf <li data-bbox="284 1701 747 1732">○ Windows and door (exempt): ~105 sf <li data-bbox="284 1732 609 1764">○ Asphalt shingles: ~399 sf <li data-bbox="284 1764 544 1795">○ Total Area: ~916 sf <li data-bbox="259 1816 925 1848"><u>West Elevation (rear): 93% masonry block (781 sf / 844 sf)</u> <ul style="list-style-type: none"> <li data-bbox="284 1848 763 1879">○ Masonry CMU Block (painted): ~781 sf <li data-bbox="284 1879 560 1911">○ Metal (doors): ~63 sf <li data-bbox="284 1911 544 1942">○ Total Area: ~844 sf 	<p data-bbox="1299 1186 1429 1218">NOT MET</p>

Required	Compliance
25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block). • Natural colors (bright for decorative features only) <i>Existing building is painted natural tan with red trim and accents.</i>	Met
• Façade: <100' uninterrupted <i>Building is ~63 ft. wide</i> • If >100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches • All sides similar <i>All sides are painted the same color.</i>	Met
• Windows: vertical, recessed, visually obvious sills. <i>No windows on side elevations.</i> • Spaces between windows = columns, mullions, or material found elsewhere on the façade • Front facades > 25% windows <i>11% transparency [105 sf (windows + doors) / 916 sf]</i> • Size, shape, orientation, spacing to match buildings within 500'	Met Met NOT MET Met
• Main entrances: doors larger • Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <i>Larger front door with distinctive door pull, red accent colors compliment natural tan building</i>	Met
• Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 • Rooflines >100' = roof forms, parapets, cornice lines <i>N/A</i> • Roof-top mechanical equipment screened by roof form. <i>Existing roof-top mechanical not screened</i>	NOT MET

The existing building does not meet the standards for building material or transparency. As the proposal does not include changes to the building façade, the City has historically permitted existing façade conditions to remain.

Items to be addressed

None

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

There are no significant natural features to preserve.

Items to be addressed

None

SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The site is served by a 6-ft. public sidewalk along Dix Hwy. and University Ave., which provides pedestrian circulation separated from the vehicular circulation. There are no bicycle lanes on the ROW or bicycle parking facilities proposed.

Items to be addressed

- Applicant shall ensure that concrete sidewalks are brought up to the City’s standards.

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

The Lincoln Park Code of Ordinance §1290.02 Number of Spaces requirements indicate a parking formula for the proposed use of a retail establishment. While this review does not include the existing wholesale use, the existing parking lot accommodates the requirements for both the retail (4 spaces) and wholesaling (1 space) uses.

Use	Required	Proposed	Compliance
Retail	One (1) for every two-hundred-fifty (250) square feet of gross floor area. <i>1,123 sf GFA / 250 = 4.49 spaces</i> <i>(Building total: 2,296 sf GFA / 250 = 9.18)</i>	12 existing	Met

	Required	Proposed	Compliance
Parking Area Type B §1290.05	Adequate means of ingress and egress shall be provided and shown	Parking lot ingress / egress is via the public alley to the west.	Met
	Parking facilities, access drives, and maneuvering aisles shall be hard surfaced with concrete or plant-mixed bituminous material, maintained in a usable dustproof condition, and graded and drained appropriately	Existing asphalt surface appears to be in good condition and is sloped to drain to the west.	Met
	Concrete curbs and gutters	Existing curb locations noted on site plan. No change to existing curbs proposed.	Met

	Required	Proposed	Compliance
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards	There is an alley between the parking area and residential property. There is an existing wooden fence between the alley and residential area.	Met
	All street boundaries of such parking facilities, where residential property is located on the opposite side of the street, shall be treated the same as set forth in Section 1290.04, Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts.	There is an existing wooden fence between the alley and residential area. There is no space on the site for the required masonry wall and landscaping.	Met
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering	The parking lot provides ample room for backing and maneuvering.	Met
	In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set three (3) feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.	Each parking space abutting the sidewalk has a curb of at least 6 inches high to prevent cars from extending into the sidewalk.	Met

Items to be addressed

None

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
1-25	1	2 existing	Met

Items to be addressed

None

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
0 to 2,000	0	0	Met

Items to be addressed

None

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

There is no vehicular access to this site from any of these routes (vehicular access is via the public alley behind the building), so the standards of this section do not apply.

Items to be addressed

None

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

Emergency vehicle access is via Dix Hwy, University Ave or the alley west of the site. The Lincoln Park Police Department has reviewed this plan and indicates no outstanding issues.

Items to be addressed

None

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

No new streets are proposed.

Items to be addressed

None

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one

another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	There is a 9' greenbelt between the sidewalk and Dix Hwy. The sidewalk abuts University Ave. except for a small 90 sq. ft. grass area.	NOT MET
	1 tree and 4 shrubs per 40' of street frontage <i>103' (Dix Hwy.) + 84' (University Ave.) = 187' frontage = 5 trees and 19 shrubs</i> <i>30% redevelopment standard: 2 trees and 6 shrubs</i>	Not provided. There are existing perennial plantings on the south side of the building.	NOT MET
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Not provided.	NOT MET
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>8,549 sf (0.1) = 855 sf</i> <i>30% redevelopment standard: 257 sf</i>	No interior landscaping provided excluding the existing perennial plantings on the south side of the building.	NOT MET
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Existing perennial plantings on south side of building grouped near walkway and entrance. No other interior landscaping.	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>2 trees and 3 shrubs; 30% redevelopment standards: 1 tree and 1 shrub</i>	No interior landscaping provided; excluding the greenbelt along Dix Hwy, the entire lot is covered with the building and parking lot.	NOT MET
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces <i>12 spaces = 1 tree, 30% redevelopment standard = 0.3 trees = 0 trees</i>	No parking lot trees provided.	N/A
	100 sf of planting area per tree	Not applicable.	N/A
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	Existing waste receptacle to remain; no screening wall proposed.	NOT MET
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive) or a solid 6' masonry wall ornamental on both sides	There is an existing wooden fence between the alley and the adjacent residential uses; the size of the property and the	N/A

	Required	Proposed	Compliance
		existing building does not fit the required screening buffer.	

Overall, the site is hardscaped with the exception of a greenbelt along Dix and a small grass area between the sidewalk and University. In the aerial view, it appears that the parking lot has had recent attention that did not include modifications to increase its conformity with the Zoning Code – in particular, there are four parking spaces positioned so that their headlights shine into the Dix Highway right-of-way that the Planning Commission may require to be screened. In addition to this consideration, the required greenbelt trees and waste receptacle screening shall be implemented.

Items to be addressed

- Planning Commission waiver requested for 1’ reduction in Dix greenbelt width; greenbelt standards on University Ave; and interior landscaping area and planting requirements.*
- Planning Commission to consider whether to require obscuring hedge for four (4) parking spaces positioned such that headlights shine into the Dix Highway right-of-way.*
- Applicant shall provide the required street landscaping along Dix Highway to meet the 30% redevelopment standard (2 trees and 6 shrubs).*
- Applicant shall show waste receptacle screening meeting ordinance requirements, including installation detail.*

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

All erosion and sedimentation measures are under the jurisdiction of Wayne County.

Items to be addressed

- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to review soil erosion practices as needed.*

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

The site is served by public water and sewer, and the existing utilities and lead for the commercial site are being reused. No new water line or sanitary sewer systems are proposed for the site.

Items to be addressed

- Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed building use.*

- *It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead.*

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/ retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater management is under the jurisdiction of Wayne County. No new stormwater management system is proposed to the site.

Items to be addressed

- *Applicant shall work with the City Engineer to review stormwater management system to determine the appropriate permitting process.*

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

1276.06, Required Conditions (NEIGHBORHOOD BUSINESS DISTRICT)	Proposed	Compliance
All lighting in connection with permitted business uses shall be so arranged as to reflect away from adjoining residence buildings or residentially zoned property, and shall be no greater than ten (10) foot candles at any point upon the lot, and no greater than one (1) foot candle along any lot line.	No new lighting fixtures proposed. Two lighting fixtures exist in the rear of the building illuminating the parking lot. No details on current fixtures provided.	INQUIRY

Items to be addressed

- *If new lighting is proposed, applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties.*

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

No adverse noise impacts are anticipated from the development.

Items to be addressed

None

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

There is existing roof-top mechanical equipment that is not screened. Should the existing equipment be replaced, it would need to be screened in accordance with Ordinance requirements.

Items to be addressed

None

SIGNS

The standards of the City's Sign Code are met.

Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance. Sign information presented during site Plan Review is for illustrative purposes only.

Items to be addressed

- Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.*

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

There is no indication of hazardous substances and polluting materials to be used or stored on-site at the facility.

Items to be addressed

None

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

No additional standards are required for this approval.

Items to be addressed

None

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as

applicable.

Items to be addressed

- Applicant to secure all appropriate agency reviews as needed.*

VARIANCES

No variances are anticipated in conjunction with this development.

Items to be addressed

None

RECOMMENDATIONS

Findings

The proposal is substantially in compliance with §1296.01, Site Plan Review. The one outstanding issue for the Planning Commission to decide is whether to require an obscuring hedge to prevent headlights from shining from the parking lot into the Dix Highway right-of-way. This would require amending the Proposed Motion by adding the following statement: 'This approval is conditional upon the inclusion of an obscuring hedge along that portion of the parking area where headlights from parked cars may shine directly into the Dix Highway right-of-way.'

Waivers and Conditions

Waivers:

- Planning Commission waiver requested for 1' reduction in Dix greenbelt width; greenbelt standards on University Ave; and interior landscaping area and planting requirements.*

Conditions to be addressed before approval is issued:

- Applicant shall provide the required street landscaping to meet the 30% redevelopment standard (2 trees and 6 shrubs).*
- Applicant shall show waste receptacle screening meeting ordinance requirements, including installation detail.*
- If new lighting is proposed, applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties.*

Conditions of approval:

- Applicant shall ensure that concrete sidewalks are brought up to the City's standards.*
- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to review soil erosion practices as needed.*

- *Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed building use.*
- *It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead.*
- *Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.*
- *Applicant to secure all appropriate agency reviews as needed.*

Proposed Motion

I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0017, transforming a portion of an existing nonconforming wholesale use to a conforming retail use at 1282 Dix Highway and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of §1296.01. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

CHERRY CUTLERY BUILDING

1282 Dix Highway

Lincoln Park, MI 48146

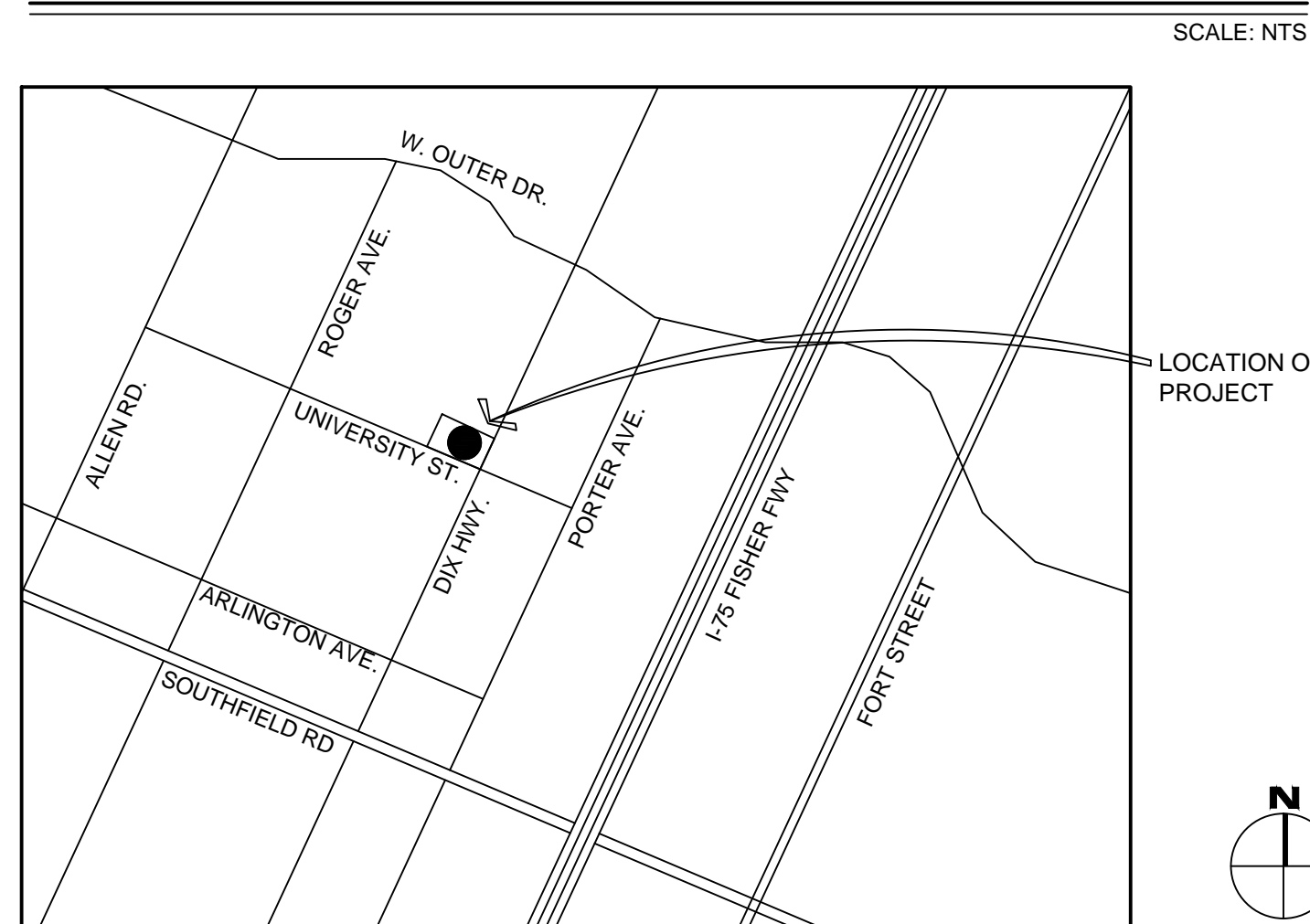
DRAWING INDEX

Sheet Number	Sheet Title
A-1	Site Plan
A-2	Floor Plan
A-3	Exterior Elevations

PROJECT INFORMATION

PROJECT ADDRESS: 1282 DIX HIGHWAY, LINCOLN PARK, MI 48146
 PROJECT DESCRIPTION: AS-BUILT DOCUMENTATION
 PROJECT AREA: 2,996 SF
 USE AND OCCUPANCY: BUSINESS GROUP B

LOCATION MAP



SITE DATA:

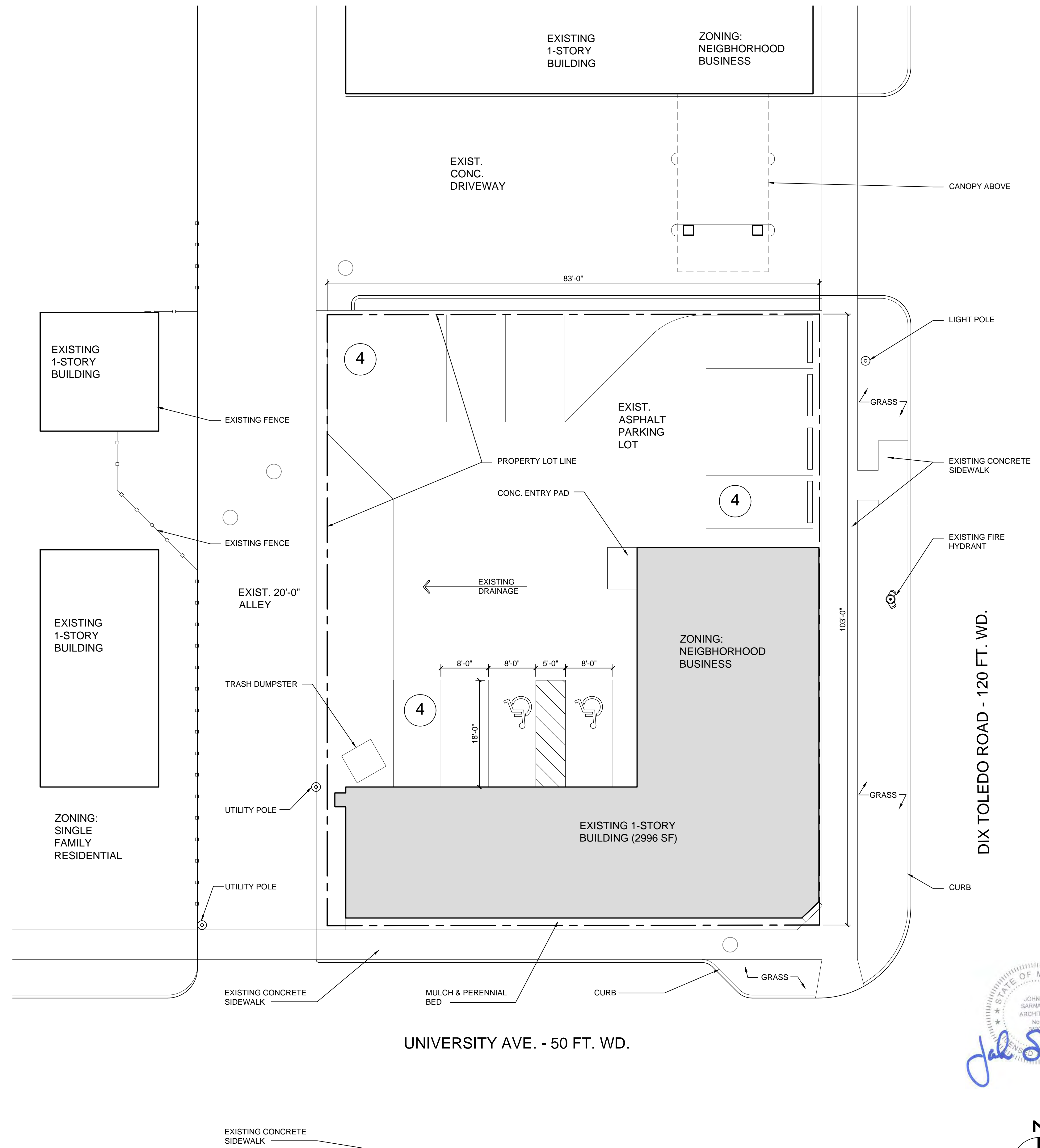
ZONING: NEIGHBORHOOD BUSINESS DISTRICT
 SITE AREA: 8,549 SF (0.196 ACRE)

LEGAL DESCRIPTION:

LAND SITUATED IN THE CITY OF LINCOLN PARK, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

LOTS 536, 537, 539, & 540 EXCEPT E'LY 17 FT. THEREOF DEEDED FOR ROAD PURPOSES-DIX BOULEVARD VILLAS NO. 1 SUB. OF PART OF P.C. 49, 51, AND 59, VILLAGE, NOW CITY OF LINCOLN PARK, WAYNE COUNTY, MI. (AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, WAYNE COUNTY RECORDS)

NOTE: SITE INFORMATION DERIVED FROM SURVEY PERFORMED MAY 7, 1986 (MASON L. BROWN & SON INC., CIVIL ENGINEERS, DETROIT, MICHIGAN)

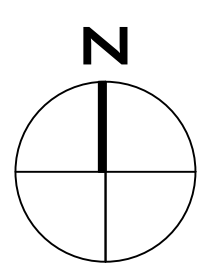


SITE PLAN
 SCALE: 1" = 10'-0"

A-1
 CHERRY CUTLERY BUILDING
 1282 DIX HIGHWAY
 LINCOLN PARK, MI 48146

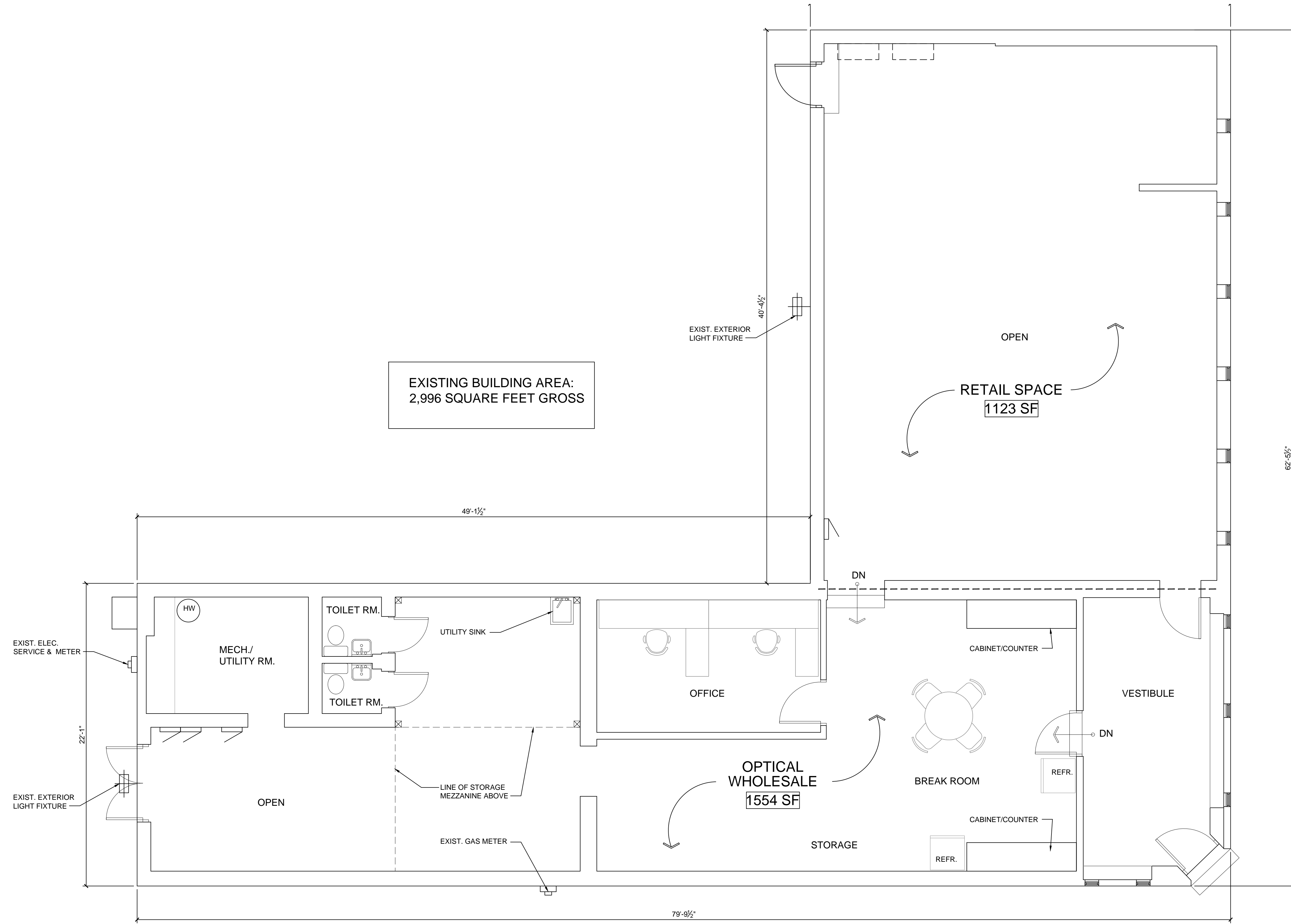
ISSUED:	BIM
OWNER REVIEW: 05-05-2021	JUS
SP APPROVAL: 05-07-2021	
DRAWN BY:	JUS
CHECKED BY:	
PROJECT NO.:	2K21-006

SARNACKI & ASSOCIATES ARCHITECTS, INC.
 1822 FORD AVENUE
 WYANDOTTE, MICHIGAN 48192
 PHONE: (734) 282-3900 FAX: (734) 282-3991 WWW.SARNACKIAIA.COM



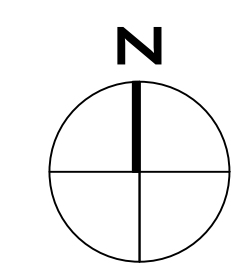
NOTE: THESE DOCUMENTS HAVE BEEN SPECIFICALLY PREPARED FOR RICHARD CHERRY DEVELOPMENT AT 1282 DIX HIGHWAY, LINCOLN PARK, MI 48146. NOT SUITABLE FOR USE ON OTHER PROJECTS IN OTHER LOCATIONS WITHOUT THE CONSENT AND PARTICIPATION OF SARNACKI & ASSOCIATES ARCHITECTS, INC. REPRODUCTION IS PROHIBITED.

PLAN LEGEND	
	ROOM NAME & NUMBER WITH NEW WORK - SEE ROOM FINISH SCHEDULE
	DOOR WITH DOOR NUMBER - SEE DOOR SCHEDULE
	EXISTING DOOR TO REMAIN - NO WORK REQUIRED
	NEW INTERIOR PARTITION - SEE FLOOR PLAN FOR ALL INTERIOR PARTITION DIMENSIONS AND TYPES
	EXISTING PARTITION TO REMAIN
	WALL TYPES



1 FLOOR PLAN
A-2 1/4" = 1'-0"

John J. Sarnacki



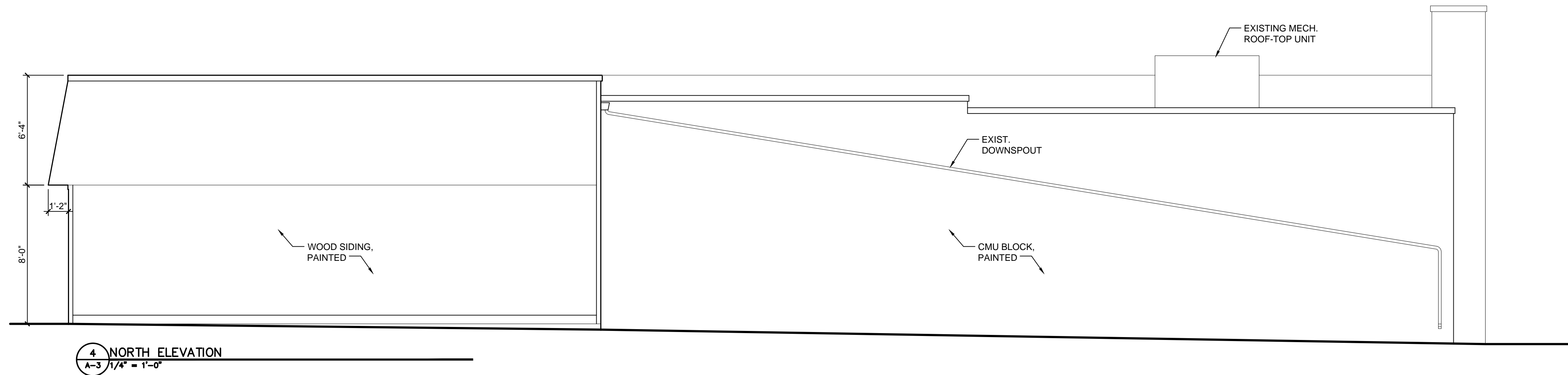
NOTE:
THESE DOCUMENTS HAVE BEEN SPECIFICALLY PREPARED FOR RICHARD CHERRY DEVELOPMENT AT 12525 HIGHWAY LINCOLN PARK, MI 48146. NOT SUITABLE FOR USE ON OTHER PROJECTS IN OTHER LOCATIONS WITHOUT THE CONSENT AND PARTICIPATION OF SARNACKI AND ASSOCIATES ARCHITECTS, INC. REPRODUCTION IS PROHIBITED.

SARNACKI & ASSOCIATES ARCHITECTS, INC.
1822 FORD AVENUE WYANDOTTE, MICHIGAN 48192
PHONE: (734) 282-3900 FAX: (734) 282-3991 WWW.SARNACKIAIA.COM

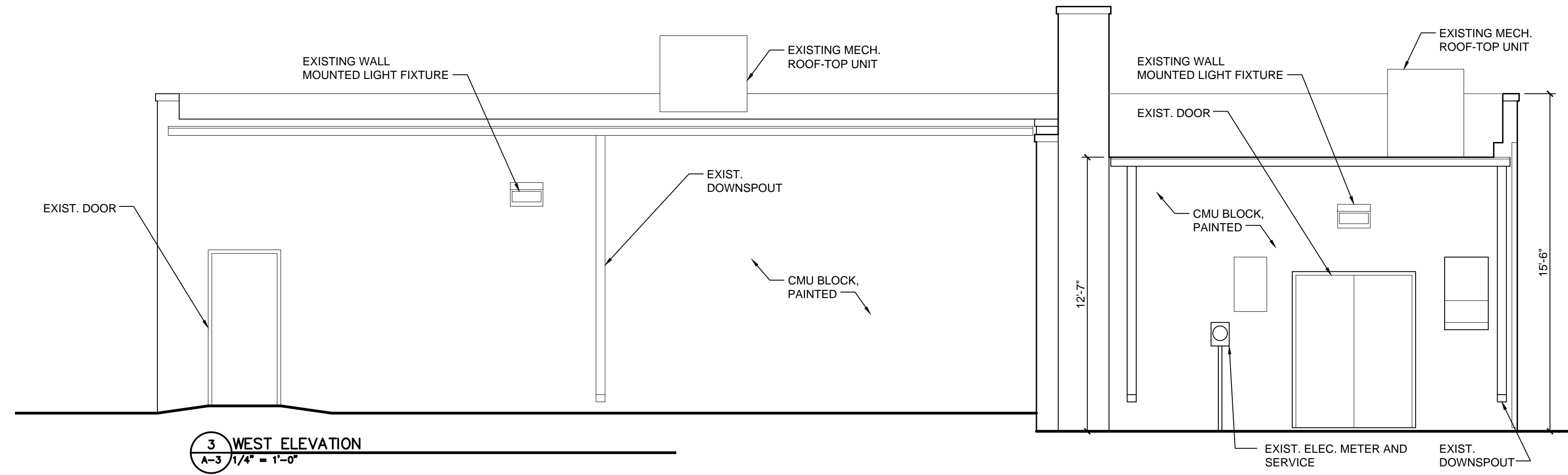
ISSUED:	BIM	PROJECT NO.:	2K21-006
OWNER REVIEW: 05-05-2021	JUS		
SP APPROVAL: 05-07-2021			

CHERRY CUTLERY BUILDING
1282 DIX HIGHWAY LINCOLN PARK, MI 48146

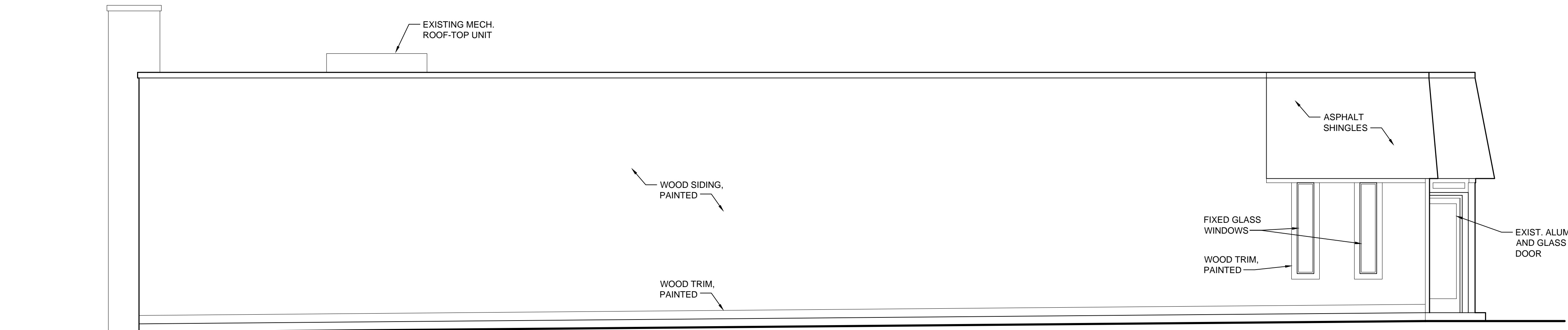
A-2



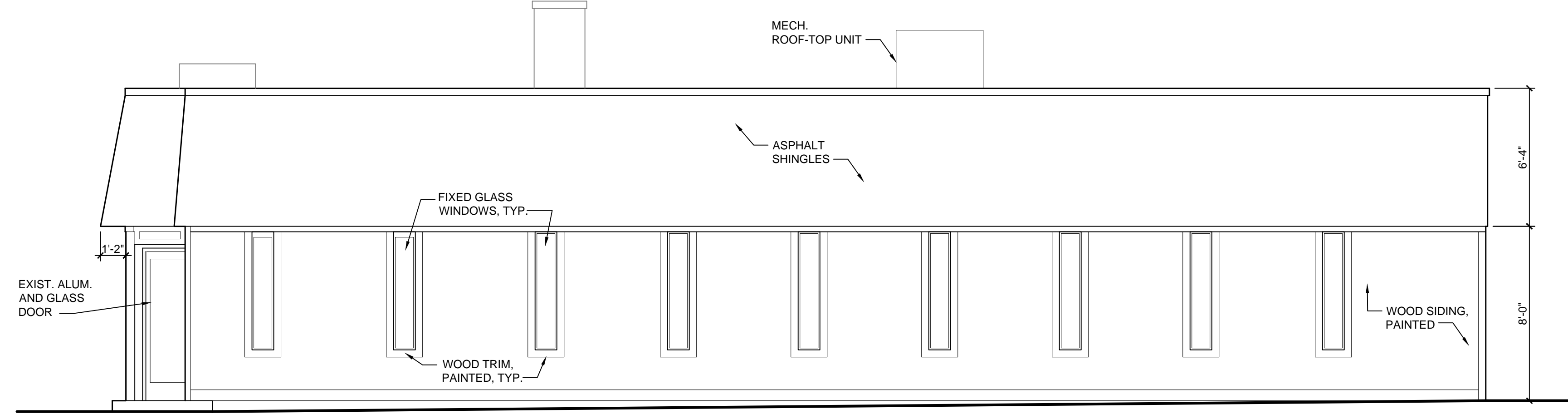
4 NORTH ELEVATION
A-3 1/4" = 1'-0"



3 WEST ELEVATION
A-3 1/4" = 1'-0"



2 SOUTH ELEVATION
A-3 1/4" = 1'-0"



1 EAST ELEVATION
A-3 1/4" = 1'-0"

A-3

CHERRY CUTLERY BUILDING

1282 DIX HIGHWAY LINCOLN PARK, MI 48146

ISSUED:	BIM
OWNER REVIEW: 05-05-2021	JIS
SP APPROVAL: 05-07-2021	

DRAWN BY:	PROJECT NO.:
CHECKED BY:	2K21-006

SARNACKI & ASSOCIATES ARCHITECTS, INC.

1822 FORD AVENUE WYANDOTTE, MICHIGAN 48192
 PHONE: (734) 282-3900 FAX: (734) 282-3991 WWW.SARNACKIAIA.COM



NOTE:
 THESE DOCUMENTS HAVE BEEN SPECIFICALLY PREPARED FOR RICHARD CHERRY DEVELOPMENT AT 1282 DIX HIGHWAY, LINCOLN PARK, MI 48146. NOT SUITABLE FOR USE ON OTHER PROJECTS IN OTHER LOCATIONS WITHOUT THE CONSENT AND PARTICIPATION OF SARNACKI & ASSOCIATES ARCHITECTS, INC. REPRODUCTION IS PROHIBITED.

City of Lincoln Park

APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan Review by the Planning Commission must be submitted to the City in substantially complete form at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by the data specified in the Zoning Ordinance and Site Plan Review Guidelines, including fully dimensioned site plans, plus the required review fees. Regular meetings of the Planning Commission are held on the second Wednesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Applicant: Richard D. Cherry
Mailing Address: 3641 LENORE STREET, MELVINDALE, MI 48122
Email: RCHERRY.1944@GMPIH.COM
Telephone: 313 995 7929 Fax: 313 722 4964

Property Owner(s) Name (if different from Applicant): RDC Buildings LLC
Mailing Address: 3641 LENORE STREET, MELVINDALE, MI 48122
Telephone: 313 995 7929 Fax: 313 722 4964

Applicant(s) Explanation of Legal Interest in Property:
Richard D. Cherry SOLE MEMBER OF LLC

Location of Property: Street Address: 1282 DIX HIGHWAY
Nearest Cross Streets: UNIVERSITY & DIX HIGHWAY
Sidwell Number (Parcel ID#): _____

Property Description:
If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., Acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

LOTS 536, 537, 539 & 540 EXCEPT EASTELY 17 FT THEREOF DEEMED FOR ROAD 1282 DIX BOULEVARD VILLAGES NO 1 SUB OF PART OF P.C. 49, 51 AND 52 VILLAGES NOW CITY OF LINCOLN PARK, WAYNE COUNTY, MI (AS RECORDED IN LIBER 92 OF PLATS, PAGE 18 WAYNE COUNTY RECORDS)

Property Size (Square Ft): 8,549 SF (Acres): 0.196 ACRES

Existing Zoning (please check):

- | | |
|--|--|
| <input type="checkbox"/> G SFRD Single Family Residential District | <input type="checkbox"/> G RBD Regional Business District |
| <input type="checkbox"/> G MFRD Multiple Family Residential District | <input type="checkbox"/> G CBD Central Business District |
| <input type="checkbox"/> G MHRD Mobile Home Park District | <input type="checkbox"/> G GID General Industrial District |
| <input checked="" type="checkbox"/> G NBD Neighborhood Business District | <input type="checkbox"/> G LID Light Industrial District |
| <input type="checkbox"/> G MBD Municipal Business District | <input type="checkbox"/> G CSD Community Service District |
| <input type="checkbox"/> G PUD Planned Unit Development District | |

Present Use of Property: Optical Wholesale

Proposed Use of Property: Optical Wholesale AND Retail

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial	2	2800sq Ft	
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: SARNACKI & ASSOCIATES ARCHITECTS, INC.
 Mailing Address: 1822 FORD AVE
WYANDOTTE, MI 48192
 Email Address: JSARNACKI@SARNACKIDIA.COM
 Telephone: 734-282-3900 Fax: — Primary Design Responsibility: John "Jay" Sarnacki

B. Name: _____
 Mailing Address: _____ Address: _____
 Email Address: _____
 Telephone: _____ Fax: _____ Primary Design Responsibility: _____

C. Name: _____
 Mailing Address: _____
 Email Address: _____
 Telephone: _____ Fax: _____ Primary Design Responsibility: _____

2014 OCT 1 11:32

Bernard J. Youngblood
Wayne County Register of Deeds
2014403686 L: 51783 P: 742
10/01/2014 11:33 AM QCD Total Pages: 1

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: THAT FLORIDA CHERRY, Trustee of the Florida Cherry Revocable Trust Dated September 10, 2009, or any amendments thereto, whose address is 3641 Lenore St., Melvindale, Michigan 48122, (Grantor)

Quit claims to **RDC BUILDINGS LLC**, a Michigan Limited Liability Company, whose address is 3641 Lenore St., Melvindale, Michigan 48122 (Grantee),

the following described premises situated in the **City of Lincoln Park, County of Wayne, State of Michigan** to wit:

DES36A TO 540A LOTS 536 TO 540 INCL. EXC ELY 17 FT THEREOF DIX BOULEVARD VILLAS NO. 1 SUB PC 49, 51, 59 L52 P18 WCR

PARCEL I.D. NO. 45 005 01 0536 301 COMMONLY KNOWN AS 1282 DIX

For the sum of: **One Dollar (\$1.00) EXEMPT PURSUANT TO MCL 207.505(a) and MCL 207.526(a)**

Dated: Sept 26, 2014

Florida Cherry
FLORIDA CHERRY, Trustee of the Florida Cherry Revocable Trust Dated September 10, 2009, or any amendments thereto

**STATE OF MICHIGAN)
COUNTY OF WAYNE)**

The foregoing instrument was acknowledged before me this 26th day of Sept, 2014, by **Florida Cherry, Trustee of the Florida Cherry Revocable Trust Dated September 10, 2009, or any amendments thereto.**

TERRAL PEDIGO
Notary Public

Drafted by:
Jay R. LaBarge
Bellanca LaBarge, P.C.
20480 Vernier Road
Harper Woods, MI 48225

When Recorded Return To:
Jay R. LaBarge
Bellanca LaBarge, P.C.
20480 Vernier Road
Harper Woods, MI 48225

**TERRAL PEDIGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 30, 2019
ACTING IN COUNTY OF WAYNE**

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

15-08

CSC/LCD-2700 (10/19)

2020



Due February 15, 2020

File Online at www.michigan.gov/corppfileonline

Identification Number 801736462		Limited Liability Company Name RDC BUILDINGS LLC	
1 Resident agent name and mailing address of the registered office RICHARD CHERRY 3641 LENORE MELVINDALE, MI 48122		Change resident agent and/or mailing address of registered office in MICHIGAN (can be a P.O. Box). <div style="text-align: center;"> FILED DEC 06 2019 Corporations Division </div> <div style="text-align: right;"> LARA DEC 02 2019 RECEIVED \$25.00 </div>	
2 The address of the registered office 3641 LENORE MELVINDALE, MI 48122		Change address of registered office in MICHIGAN (MICHIGAN address number, street, city, state, zip, cannot be a P.O. Box)	
3. Signature of authorized member, manager or agent. <i>X Richard D. Cherry</i>	Title MEMBER LLC	Date 11/26/19	Phone (Optional) 513-9957927

Annual Statement Must Be Signed (Item 3 above)

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management remains in the members or by an authorized agent of the domestic limited liability company.

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization.

Filing Fee: \$25.00

Annual Statement must be received by agency on or before February 15, 2020.

Veterans: Pursuant to MCL 450 5101(9)(10), if a majority of the membership interests in the limited liability company responsible for paying the fee are held by 1 or more veterans who served in the United States Armed Forces, (including the reserve components) who were discharged or released under conditions other than dishonorable, you may obtain further information regarding a fee waiver at www.michigan.gov/corpveteranfeewaivers

Submit

Online: www.michigan.gov/corppfileonline

Save time by filing online. You will get an immediate response and you can elect to receive future notices by email to the resident agent. The agent will also be sent an email when a document is filed, or the CID/PIN is requested. You will need your Customer ID number (CID) and PIN, which can be obtained using the CID/PIN Recovery Page at www.michigan.gov/corppin

Mall: Return completed statement with a check or money order payable to the State of Michigan to Corporations Division, P.O. Box 30768, Lansing, MI 48909. (517) 241-6470



Cherry Cutlery 18511 Fort Street Riverview, MI 48193
Phone: 734-365-8111 Cell: 313-995-7929

To: City of Lincoln Park

Cherry Cutlery would like to move from are Riverview, MI location to a building I own at 1282 Dix Hwy in Lincoln Park, MI. My daughter and my son-in-law now lease 1600 sq. foot of this building I plan to move into the 1200 sq foot section for Cherry Cutlery. The building is in two (2) sections.

Total number of employees for both business (5) Five

Total Parking Space 12 in lot plus 3 on side of building

Cherry Cutlery is a retail location with inventory of cutlery supplies:

Sales as followed:

80% Web Site & eBay

20% in Store average of about 1 to 3 customers a day

We sale Pocket Knives, Hunting Knives, Kitchen Cutlery, Fishing Cutlery Camping Supplies, and accessories. We also provide sharpening to our customers.

Vendors that Cherry Cutlery sales for are:

W.R. Case & Sons	American Made
Buck Knives	American Made
Ontario Knife Co	American Made
Schrade	Over Seas
Swiss Army	Over Seas
Remington Cutlery	Over Seas
Smith & Wesson Cutlery	Over Seas

Please call if more information is needed

Thank You

Cherry Cutlery

Richard D Cherry

18511 Fort Street

Riverview, MI 48193

Phone: 734-365-8111

Fax: 734-365-8113 or 313-722-4964

Cell: 313-995-7929 (Best)

Email: rcherry.1944@gmail.com

City of Lincoln Park Planning and Development

Plan Review Application Checklist: 1282 Dix - Retail as Second Use

§1296.01 of the Lincoln Park Zoning Code

Frequently Asked Questions

Who made these requirements? This list is directly from the Zoning Code. It is local law.

Do I need to provide everything on this list? Generally, yes. If the address of your project is at the top of this list, then it has been customized and irrelevant items have already been removed.




What if I don't plan to do anything to my building? Plan approval is based on whether your proposal meets the ordinance standards. You must show your proposed development in your plans, regardless of the extent of change you are proposing. If this proposal does not meet the ordinance, site plan approval will not be granted.

What if my building is already existing and doesn't meet the standards? The City of Lincoln Park's policy is to work with business owners to develop a plan for ordinance compliance that is reasonable. In order to use a building for your commercial enterprise, it must substantially meet the standards.

To be used by City upon submittal:

Check-in Date:

Key:

-  Requirement satisfied
-  Missing, applicant must provide before review can begin
-  Missing, applicant must submit during review window

SITE PLAN APPLICATION REQUIREMENTS

Status	Item	Description	Site Plan	Narrative
<i>Descriptive and Identification Data</i>				
✓	1	Applicant's name, address, and telephone number.	✓	✓
✓	2	The name of the development.	✓	✓
✓	3	The date(s) (submission and revisions), north point, and scale. Scale shall be as follows: < 1 acre: One (1) inch = twenty (20) feet > 1 acre and < 3 acres: One (1) inch = thirty (30) feet > 3 acres: One (1) inch = fifty (50) feet	✓	
✓	4	A small location sketch of sufficient size and scale (within a one-quarter mile is suggested) showing the location of the area in relation to surrounding properties, streets, freeways, schools, school sites, and other significant features of the City, where appropriate.	✓	
✓	5	Legal and common description of property	✓	
✓	6	The dimensions of all lots and property lines, showing the relationship of the site to abutting properties. If the site is a part of a larger parcel, the plan should indicate the boundaries of total land holding.	✓	
✓	7	Size of property in net acreage (minus rights-of-way), total acreage (to the nearest one-tenth acre), and square feet	✓	
✓	8	Proximity to driveways serving adjacent parcels and to section corners and major thoroughfares.	✓	
✓	9	Zoning classification of applicant's parcel and all abutting parcels.	✓	
NA	10	A schedule for completing the project, including the phasing or timing of all proposed developments.		✓
NA	11	Written description of proposed land use.		✓
NA	12	Notation of any variances which have or must be secured.		✓
✓	13	Identification and seal of architect, engineer, land surveyor, or landscape architect who prepared the plan.	✓	
✓	14	Current proof of ownership of the land to be utilized or evidence of a contractual arrangement to acquire such land.		✓
<i>Site Data</i>				
✓	15	Existing lot lines, building lines, structures, parking areas, and other improvements on the site and within 100 feet of the site.	✓	
NA	16	Front, side, and rear setback dimensions.	✓	
✓	17	Proposed site plan features, including buildings, roadway widths and names, and parking areas.	✓	
ROW SHOWN	18	Dimensions and centerlines of roads and road rights-of-way.	✓	
NA	19	Acceleration, deceleration, and passing lanes, where required.	✓	
✓	20	Proposed location of driveway entrances and on-site driveways.	✓	

SITE PLAN APPLICATION REQUIREMENTS

Status	Item	Description	Site Plan	Narrative
NA	21	Typical cross-section of proposed roads and driveways.	✓	
NA	22	Location of existing drainage courses, floodplains, lakes, and streams, with elevations.	✓	
NA	23	Location and dimensions of wetland areas. If deemed necessary because of site or soil conditions or because of the scope of the project, a detailed hydrology study may be required.	✓	
✓	24	Location of sidewalks within the site and within the right-of-way.	✓	
EXIST NOTED	25	Exterior lighting locations and method of shielding lights from shining off the site.	✓	
EXIST NOTED	26	Waste Management Plan that includes trash receptacle locations and method of screening, if applicable. Trash receptacles and dumpsters must conform to the screening standards outlined in §1296.03(g), and all trash receptacles and dumpsters must conform to the standards and requirements outlined in §1294.42.	✓	
✓	27	Parking spaces, typical dimensions of spaces, indication of total number of spaces (including information needed to calculate required parking in accordance with Zoning Code standards), drives, and method of surfacing.	✓	
EXIST SHOWN ON SITE	28	Detailed landscape plan showing (1) the location of lawns and landscaped areas; (2) the location, size, type, and quantity of proposed shrubs, trees, and other live plant material; (3) the location, size, and type of existing trees five inches or greater in diameter, measured at one foot of the ground, before and after proposed development; and (4) cross section of proposed berms.	✓	
NA	29	Location and description of all easements for public right-of-way, utilities, access, shared access, and drainage.	✓	
NA	30	Designation of fire lanes.	✓	
NA	31	Loading / unloading area.	✓	
NA	33	The location of any outdoor storage of materials and method of screening.	✓	
<i>Building and Structure Details</i>				
✓	34	Location, height, and outside dimensions of all proposed buildings or structures.	✓	
✓	35	Indication of the number of stores and number of commercial or office units contained in the building. TWO (2)	✓	✓
✓	36	Building floor plans, including total floor area.	✓	
NA	37	Location, size, height, and lighting of all proposed signs.	✓	
NA	38	Proposed fences and walls, including typical cross-section and height above the ground on both sides.	✓	

SITE PLAN APPLICATION REQUIREMENTS

Status	Item	Description	Site Plan	Narrative
✓	39	Building facade elevations (scale: One (1) inch = four (4) feet). Elevations shall indicate type of building materials, roof design, projections, canopies, awnings and overhangs, screen walls and accessory building, and any outdoor or roof-located mechanical equipment, such as air conditioning units, heating units, and transformers, including the method of screening such equipment. Such equipment shall be screened from view of adjacent properties and public rights-of-way. Such screening shall be designed to be perceived as an integral part of the building design.	✓	
<i>Information Concerning Utilities, Drainage, and Related Issues</i>				
NA	40	Schematic layout of existing and proposed sanitary sewers and septic systems; water mains, well sites, and water service leads; hydrants that would be used by public safety personnel to service the site; and, the location of gas, electric, and telephone lines.	✓	
NA	41	Location of exterior drains, dry wells, catch basins, retention/ detention areas, sumps and other facilities designed to collect, store, or transport stormwater or wastewater. The point of discharge for all drains and pipes should be specified on the site plan.	✓	
NA	42	Indication of site grading and drainage patterns.	✓	
NA	43	Soil erosion and sedimentation control measures.	✓	✓
NA	44	Proposed finish grades on the site, including the finish grades of all buildings, driveways, walkways, and parking lots.	✓	
✓	45	Listing of types and quantities of hazardous substances and polluting materials which will be used or stored on-site at the facility in quantities greater than twenty-five gallons per month. NONE		✓
✓	46	Areas to be used for the storage, use, loading/unloading, recycling, or disposal of hazardous substances and polluting materials, including interior and exterior areas and underground storage tank locations. NONE	✓	
NA	47	Delineation of areas on the site which are known or suspected to be contaminated, together with a report on the status of site cleanup.	✓	

Elizabeth Gunden

From: Ray Watters <RWatters@citylp.com>
Sent: Wednesday, May 12, 2021 3:07 PM
To: Elizabeth Gunden
Subject: Re: Site Plan Review Request: 1282 Dix - Retail as a Second Use

The police department has no issues with the cutlery business moving forward.

Chief R.Watters

From: Elizabeth Gunden <egunden@bria2.com>
Sent: Wednesday, May 12, 2021 2:49 PM
To: Fire Chief <FChief@citylp.com>; Irenda Lockhart <ILockhart@citylp.com>; Robert Wright <RWright@citylp.com>; Ray Watters <RWatters@citylp.com>; Krystina Erdos <KErdos@citylp.com>; John Kozuh <JKozuh@citylp.com>; jdhollandsworth@engineers.com <jdhollandsworth@engineers.com>
Cc: Idumouchel@bria2.com <Idumouchel@bria2.com>
Subject: Site Plan Review Request: 1282 Dix - Retail as a Second Use

Hello!

Please find attached a set of plans for 1282 Dix. The proposal is to add retail space for a cutlery business, while the existing wholesale optical company will remain as is. Comments are appreciated by reply to this email by Friday, May 28th. Thank you!

Liz Gunden, AICP
Project Planner

Beckett&Raeder, Inc.

Making Great Places for over 50 Years

535 West William St Suite 101
Ann Arbor, MI 48103
734.663.2622
Direct Line: 734.239.6615

1504 Papalas – Marijuana Establishment

Site Plan Review

Applicant	RJB Enterprises, LLC
Project	Pleasantrees Lincoln Park
Address	1504 John A. Papalas Drive, Lincoln Park, MI 48146
Date	June 9, 2021
Request	Conceptual Site Plan Review
Recommendation	None – Advisory Only

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description



Figure 1: Aerial View

The applicant proposes to retrofit the interior of the existing suite to allow for vertical marijuana operations including retail, cultivation, and processing. It is contemplated to be developed in two phases, with the first being the retail store, comprising of 5,096 sq. ft. The second phase, which includes the cultivation and processing aspects of the vertical license, comprises of 27,693 sq ft. There are no major renovations proposed for the exterior of the building.

Site conditions

The suite sits inside of an existing 106,014 sq. ft. building. The building fronts onto John A. Papalas Drive which intersects Cicotte Ave to the north and Southfield Road to the south. Additionally, the building is visible from I-75 but there is no direct access except from John A. Papalas Drive. The main parking lot is in front of the building off of John A. Papalas Drive., and there is

supplemental parking and loading bays in the rear. Existing exterior landscaping includes trees and lawn grass.

Master Plan

Future Land Use Classification

The future land use classification for this property is industrial which is consistent with this proposed use.

Land Use and Zoning

Zoning

The property is zoned General Industrial District (GID). The proposed use (marijuana establishment) is permitted after special approval under section 1286.03(h).

Proposed and Existing Uses

Site	General Industrial District (GID)
North	Industrial building, General Industrial District (GID)
East	John A. Papalas Dr then I-75, then warehouse storage, Light Industrial District (LID)
South	Industrial building, General Industrial District (GID)
West	Railroad then industrial storage, General Industrial District (GID)



Figure 2: Zoning Map

Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record.

Page	Sheet Title	Original Date	Last Revision
-	Cover Sheet	05/14/2021	
ASP.1	Architectural Plan, Elevations, and Site Plan	05/14/2021	
M-401	Mechanical and Plumbing Plans	04/09/2021	

Dimensional Standards

The dimensional requirements of the GID district are described in the chart below. (§1294.32, except where noted.)

	Required	Provided	Compliance
Lot Width	Min. 100 ft.	~800 ft.	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	No intersections on the site	N/A
Lot Area	Min. 43,560 sq. ft.	433,422 sq. ft.	Met
Lot Coverage	Max 75%	~33% (106,014 / 318,079)	Met
Height	40 ft. max	21' 4"	Met
Setback – Front	25 ft.	105' 8"	Met
Setback – Sides	25 ft. (2 sides combined >50 ft.)	91', 50'	Met
Setback – Rear	25 ft.	106'	Met

Items to be addressed


None

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

Required	Compliance
<ul style="list-style-type: none"> • Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500' 	Met
<ul style="list-style-type: none"> • Architectural variety • Similar materials and entrances to buildings within 500' 	Met

Figure 3: Building to the North of the Site, viewed from Papalas Dr looking South.

Required	Compliance
	
<p><i>Figure 4: Building to the South of the Site viewed from Papalas Dr looking West.</i></p> <ul style="list-style-type: none"> Building materials: primarily natural products conveying permanence (brick, decorative masonry block, stone, or beveled wood siding) = 75% of each façade (industrial districts, 50% if facing ROW) <p><u>RETAIL UNIT (PHASE 1)</u> <u>South Elevation (Front): 100% brick (713 sf / 713 sf)</u> Brick: ~713 sf Windows & doors (exempt): ~141 sf Total: ~854 sf</p> <p><u>North Elevation (Rear): 82% brick (704 sf / 854 sf)</u> Brick: ~704 sf Metal doors: ~150 sf Total: ~854 sf</p> <p><u>CULTIVATION & PROCESSING UNIT (PHASE 2)</u> No details provided.</p> <p>25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block)</p> <ul style="list-style-type: none"> Natural colors (bright for decorative features only) <i>Existing building is natural brick</i> 	<p>Met for Phase 1</p> <p>INQUIRY for Phase 2</p>
<ul style="list-style-type: none"> Façade: <100' uninterrupted If >100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches All sides similar 	<p>Met</p>
<ul style="list-style-type: none"> Windows: vertical, recessed, visually obvious sills Spaces between windows = columns, mullions, or material found elsewhere on the façade Front facades > 25% windows <i>Phase 1: ~17% windows (141 sf / 854 sf); Phase 2: no details provided.</i> Size, shape, orientation, spacing to match buildings within 500' 	<p>NOT MET for Phase 1</p> <p>INQUIRY for Phase 2</p>
<ul style="list-style-type: none"> Main entrances: doors larger Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <i>Door pulls, display windows, pedestrian-scale lighting</i> 	<p>Met</p>
<ul style="list-style-type: none"> Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 Rooflines >100' = roof forms, parapets, cornice lines Roof-top mechanical equipment screened by roof form. <i>Screening provided</i> 	<p>Met</p>

Building façade details are needed for the cultivation and processing portion of the building (Phase 2). There are no proposed changes to the existing building façade, other than screening mechanical equipment and the addition of a sign. This is an existing unit in an existing building and does not meet window transparency requirements (transparency is 17% compared to the required 25%). As the proposal does not include changes to the existing façade, the City has historically permitted existing façade conditions to remain.

Items to be addressed

- *Applicant shall provide building elevations for the entire project, to include both phases of the development.*

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

There is no significant natural features on the site.

Items to be addressed

None

SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

There are sidewalks leading from building entrances to the parking lot and spanning the front of the building but there is no sidewalk connecting to John A. Papalas Drive. John A. Papalas Drive does not have any pedestrian or bicycle facilities.

Items to be addressed

None

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

Use	Required	Proposed	Compliance
Retail stores, except as otherwise specified herein (includes marijuana retailers and provisioning centers)	One (1) for every two-hundred-fifty (250) square feet of gross floor area. <i>5,267 sf GFA / 250 = 12.11 = 21 spaces</i>	22 "designated spaces" in front of unit	Met
Marijuana growing facility; Marijuana processing establishment	1 for every employee on peak shift, 1 for every 1,000 square feet of gross floor area for facilities/establishments over 5,000 square feet. <i>27,945 sf / 1,000 = 28 spaces</i> <i>Employee numbers unknown at this point</i>	The existing parking lot has 234 spaces, which should provide ample parking when the development is ready for Phase 2, but employee numbers are needed to determine required number of spaces	INQUIRY

	Required	Proposed	Compliance
Parking Area Type C §1290.05	Adequate means of ingress and egress shall be provided and shown.	Two existing ingress and egress points from John A. Papalas Drive.	Met
	Parking facilities, access drives, and maneuvering aisles shall be hard surfaced with concrete or plant-mixed bituminous material, maintained in a usable dustproof condition and graded and drained appropriately.	No changes to the existing material. Appears to be in adequate condition	Met
	Concrete curbs and gutters.	Existing concrete curbs and gutters.	Met
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards.	Does not adjoin residential property.	N/A
	All street boundaries of such parking facilities, where residential property is located on the opposite side of the street, shall be treated the same as set forth in Section 1290.04, Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts.	Does not adjoin residential property.	N/A
	Lighting deflected away from residential areas; All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on	Does not adjoin residential property; there does not appear to be any existing existing or proposed parking lot lighting.	N/A

	Required	Proposed	Compliance
	motorist visibility on adjacent rights-of-way; Lighting height <25 ft.		
	Where street setback lines are provided by ordinance or established through the adoption of a street and traffic plan, such setback lines shall be maintained.	N/A	N/A
	In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set three (3) feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.	There are no public sidewalks.	N/A

Items to be addressed

- Applicant shall provide employee number details for parking requirements of Phase 2 development.

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
26 to 50	2	11 existing barrier-free spaces	Met

Items to be addressed

None

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Use	Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
Retail (Phase 1)	2,001 to 5,000	1	1	Met
Cultivation & Processing (Phase 2)	20,001 to 50,000	1 plus 1/20,000 in excess of 20,000	2	Met

Items to be addressed

None

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

There is no access to this site from any of these routes, so the standards of this section do not apply.

Items to be addressed

None

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

Emergency vehicles may access the building via John A. Papalas Drive.

Items to be addressed

None

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

There are no new streets proposed.

Items to be addressed

None

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	Existing greenbelt is ~40' at minimum and 48' at maximum along John A. Papalas Dr.	Met
	1 tree and 4 shrubs per 40' of street frontage <i>800' frontage = 20 trees and 80 shrubs</i> <i>30% redevelopment standard: 6 trees and 24 shrubs</i>	17 existing trees in greenbelt, no shrubs.	Partially Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Not provided.	No change proposed
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(433,422 sf * 0.1) = 43,422 sf landscaping</i> <i>30% redevelopment standard: 13,027 sf</i>	~42,993 sq. ft.	Met
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Interior landscaping is near entrances and building front.	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>43,422 sf = 109 trees and 174 shrubs</i> <i>30% redevelopment standard: 33 trees and 52 shrubs</i>	22 existing trees in interior area, no existing shrubs. 4 additional shrubs proposed.	Partially Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces <i>234/10 = 23.4 = 23 trees</i> <i>30% redevelopment standard: 7 trees</i>	Existing trees on the site count toward street and interior landscaping requirements. No additional trees provided.	No change proposed
	100 sf of planting area per tree		
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	Proposed trash enclosure is not a masonry wall and does not meet the requirements of §1296.02(QQ).	NOT MET
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive); solid 6' masonry wall ornamental on both sides	N/A	N/A

The subject of this request is one unit in a multiunit building, and the standard of review is that no proposed change shall increase nonconformity with the Zoning Code. We have compared the existing condition to the proposal and found that the proposed improvements generally meet this standard, though they fall short of what would be required for even a gradual redevelopment of the site.

Items to be addressed

- Applicant shall provide the required masonry wall screening with locking details around the waste receptacle.*

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

All erosion and sedimentation measures are under the jurisdiction of Wayne County.

Items to be addressed

- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.*

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

The site is served by public water and sewer. If the existing sanitary sewer is going to be reused, the architect should verify that the existing sanitary service is adequate to handle the required flows for the building's use. If it is being reused, it is important that the developer realize this existing sanitary service is old and may have reached its life expectancy. It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead. If the existing water service is a lead-type service or undersized, it will be required to be removed and replaced. The design professional must verify the existing water service type, size, and lead capacity and should verify that the existing service is adequate to handle the required flows.

Items to be addressed

- The applicant shall verify that the existing sanitary service is adequate to handle the required flows for the building's use.*
- It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.*
- Applicant shall verify the existing water service type, size, and lead capacity and shall verify that the existing service is adequate to handle the required flows.*

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be encouraged. The use of detention/ retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater management is under the jurisdiction of Wayne County. No new stormwater management system is proposed on the site.

Items to be addressed

- *Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.*

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

Three new exterior lighting fixtures are proposed on the front façade and one new fixture on the rear façade. The fixtures appear to shine downward though no manufacturers specifications or photometric plan has been provided. No details on exterior lighting have been provided for Phase 2 of the development.

Items to be addressed

- *Applicant shall provide lighting details for the entire project, to include both phases of the development.*
- *Applicant shall provide manufacturer specifications for all new lighting, and a photometric plan.*

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

No indication of adverse noise impacts are anticipated from the development.

Items to be addressed

None

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

The proposal includes replacing the roof-top mechanical equipment and will be properly screened.

Items to be addressed

None

SIGNS

The standards of the City's Sign Code are met.

Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance. Sign information presented during site plan review is for illustrative purposes only.

Items to be addressed

- *Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.*

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

The Michigan Department of Environment, Great Lakes, and Energy offers the following guidance regarding hazardous materials and waste generated from growing and processing marijuana:

“Marijuana can be processed in a variety of ways. While it is anticipated that most of the waste streams will be eligible for disposal in a municipal solid waste landfill, others may require management in a hazardous waste landfill. Therefore, each waste stream will need to be evaluated by the generator of the waste for the presence of both listed and characteristically hazardous wastes. For example, the use of various flammable chemicals during the processing of marijuana could generate wastes that are characteristically hazardous for ignitability and/or toxicity. It’s important to remember that each waste stream from each generating location will need to be fully evaluated to determine the proper disposal options. Wastewater from the operation should be managed in compliance with the EGLE guidance document, *Protecting Water Resources when Growing and Processing Marijuana.*”

Items to be addressed

- *Applicant shall provide a documented evaluation of each waste stream generated by both operations which includes all listed and characteristically hazardous wastes, including disposal details by waste type.*
- *Applicant shall provide documentation of compliance with the EGLE document titled “Protecting Water Resources when Growing and Processing Marijuana.”*

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

	Required	Proposed	Compliance
Setback	200 ft setback from public or private schools providing education for kindergarten through 12th grade	There are no educational facilities within 200 ft. of the site.	Met
Performance	Shall comply with all performance standards as set forth in Section 1294.31. Such compliance shall specifically include adequate facilities for ventilation and odor control.	No ventilation and odor control methods provided.	INQUIRY

	Required	Proposed	Compliance
<i>Prohibited</i>	No other accessory uses permitted within the same building, other than those clearly necessary for continued operation, such as offices, employee facilities, and storage.	No other accessory uses proposed.	Met
	The location from which a primary caregiver manufactures, stores, and distributes medical marihuana to a qualifying patient shall not be used by another primary caregiver for any purpose whatsoever.		N/A
	Except for marihuana retail establishments and provisioning establishments, dispensing of marihuana is prohibited.	Proposed retail establishment for Phase 1.	Met
	Temporary outdoor marihuana special events are prohibited.	No outdoor events proposed.	Met
	May not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.	No visibility is apparent from public places, though no details have been provided on proposed sale or display.	INQUIRY
<i>Storage & Activities</i>	All activity related to marihuana businesses shall be conducted indoors.	No outdoor space proposed.	Met
	No outdoor storage shall be allowed.	No outdoor storage proposed.	Met
<i>Waste</i>	Waste receptacles that are outdoors must be enclosed, and locked at all times when not in use.	No locking mechanism detailed. Trash receptacle does not conform under landscaping standards.	NOT MET
<i>Loading</i>	Shall not be visible to the public and shall be either fully or partially enclosed.	Not visible to the public and is obscured by a loading bay.	Met
	Options: an area indoors that meets the loading zones size requirements, an area enclosed by two or more walls, a vehicle bay, or garage, or any other configuration that blocks the transfer of goods from vehicle to facility.		
	All products shall be transferred directly from the vehicles into the establishment.	No loading or unloading procedures specified.	INQUIRY
	Should a vehicle have to maneuver to enter the loading zone, it is subject to parking lot requirements in 1290.08.	No changes proposed.	Met

	Required	Proposed	Compliance
Hours	Provisioning centers and retail facilities shall be open to the public no earlier than 9 a.m. and shall close no later than 10 p.m.	Proposed hours are 10 a.m. to 10 p.m., 7 days a week.	Met
Lighting	Exterior lighting shall be required for security purposes, and shall be implemented in accordance with the provisions of the Zoning Ordinance.	Exterior lighting is present. No mention of security impact.	INQUIRY
Grower Facilities	Any lighting methods shall not exceed the foot candles permitted for the exterior of the building between the hours of 11pm and 7am.	Exterior lighting is wired to the internal suite. No mention of hours.	INQUIRY
	Roof may consist of a sturdy transparent material; must be fully covered with a non-transparent material between dusk and dawn that prevents interior lighting from escaping through the roof.	No changes proposed.	Met
	Area where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the Fire Department to ensure compliance with the Michigan Fire Protection Code.	No mention of storage procedures for chemicals.	INQUIRY

Items to be addressed

- Applicant shall provide details on ventilation and odor control methods.
- Applicant shall provide details on proposed sale and display methods.
- Applicant shall provide locking mechanism details for the waste receptacle.
- Applicant shall provide details on loading and unloading procedures.
- Applicant shall provide details on the security value of exterior lighting.
- Applicant shall provide exterior lighting hours for the cultivation and processing portion of the building.
- Applicant shall provide details on chemical storage procedures.

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

Items to be addressed

- Applicant shall operate in compliance with the Michigan Department of Community Health, the Michigan Department of the Environment, Great Lakes, and Energy (EGLE), the MRTMA, the MMFLA, and all administrative rules and regulations in the Ordinance Chapter 853 Marijuana Licenses.

- *Applicant to secure all appropriate agency reviews as needed.*

VARIANCES

No variances are anticipated from this proposal.

Items to be addressed

None

RECOMMENDATIONS

Findings

For the full site plan review, the applicant should provide plans for the entire project, including both phases of the development.

Conditions and Waivers

- *Applicant shall provide building elevations for the entire project, to include both phases of the development.*
- *Applicant shall provide employee number details for parking requirements at the time of Phase 2 development.*
- *Applicant shall provide the required masonry wall screening with locking details around the waste receptacle.*
- *The applicant shall verify that the existing sanitary service is adequate to handle the required flows for the building's use.*
- *It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.*
- *Applicant shall verify the existing water service type, size, and lead capacity and shall verify that the existing service is adequate to handle the required flows.*
- *Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.*
- *Applicant shall provide lighting details for the entire project, to include both phases of the development.*
- *Applicant shall provide manufacturer specifications for all new lighting, and a photometric plan.*
- *Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.*
- *Applicant shall provide a documented evaluation of each waste stream generated by both operations which includes all listed and characteristically hazardous wastes, including disposal details by waste type.*

- Applicant shall provide documentation of compliance with the EGLE document titled "Protecting Water Resources when Growing and Processing Marijuana."
- Applicant shall provide details on ventilation and odor control methods.
- Applicant shall provide details on proposed sale and display methods.
- Applicant shall provide locking mechanism details for the waste receptacle.
- Applicant shall provide details on loading and unloading procedures.
- Applicant shall provide details on the security value of exterior lighting.
- Applicant shall provide exterior lighting hours for the cultivation and processing portion of the building.
- Applicant shall provide details on chemical storage procedures.
- Applicant shall operate in compliance with the Michigan Department of Community Health, the MRTMA, the MMMA, and all administrative rules and regulations in the Ordinance Chapter 853 Marihuana Licenses.
- Applicant to secure all appropriate agency reviews as needed.

Recommendations

None, this review is advisory only.



Location Map
Scale: N.T.S.

CODE DATA

CODE OF JURISDICTION

- 2015 MICHIGAN BUILDING CODE
- 2015 MICHIGAN PLUMBING CODE
- 2015 MICHIGAN MECHANICAL CODE
- MICHIGAN UNIFORM ENERGY CODE RULES PART 10 WITH ANSI / ASHRAE / IESNA STANDARD 90.0-2009
- 2015 MICHIGAN ELECTRICAL CODE
- ICC / ANSI A117.1 2003 & 2010 MICHIGAN BARRIER FREE DESIGN & AMERICANS WITH DISABILITIES ACT DESIGN GUIDELINES (ADAAG)

BUILDING DATA

1 STORIES

TOTAL BUILDING GROSS SQUARE FOOTAGE: 106,014 SQ. FT.

TOTAL GROSS SQUARE FOOTAGE SUITE 1504: 5,267 SQ. FT.

USE GROUPS: M (Mercantile) - Retail Sales (Public)
B (Business) - Office and Break Area (Employee)

CONSTRUCTION TYPE: IIB

FIRE SUPPRESSION TYPE: FULLY SUPPRESSED PER NFPA 13

MIXED OCCUPANCIES: OCCUPANT LOAD MBC 1004.1004.4, 1004.6 TABLE 1004.1.2

	AREA	FACTOR	OCCUPANTS
MERCANTILE (M)	1,462	60	24
BUSINESS (B)	1,565	100	16
TOTAL	3,027		40 OCCUPANTS

FIRE RESISTANCE RATING: OCCUPANCY M-USE B-USE

X < 5	2 HR	1 HR
5 ≤ X < 10	1 HR	1 HR
10 ≤ X < 30	0 HR	0 HR
X ≥ 30	0 HR	0 HR

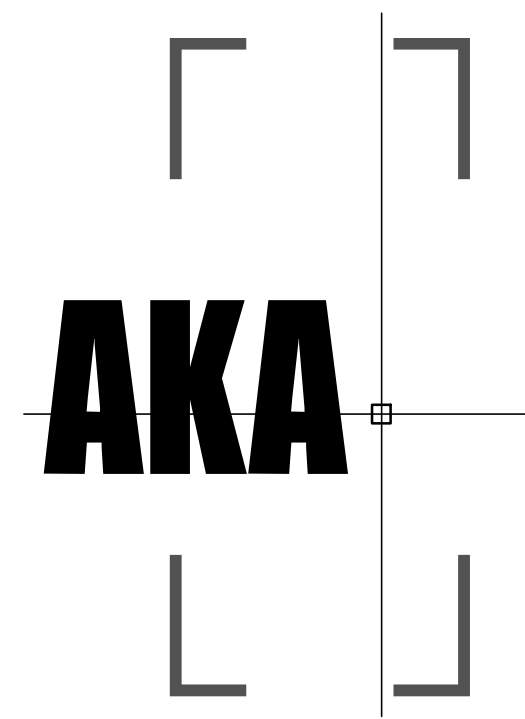
INDEX OF DRAWINGS	
NO.	SHEET TITLE
05/07/2021 SITE PLAN REVIEW	
GENERAL	<ul style="list-style-type: none"> ACVR Cover Sheet - Site Plan Approval ASP.1 Architectural Plan, Elevations and Site Plan
MECHANICAL	<ul style="list-style-type: none"> IM-01 MECHANICAL AND PLUMBING PLANS

PARKING REQUIREMENTS		
DISCRIPTION	REQUIRED	PROVIDED
PARKING SPACE DIMENSIONS	9'-0" WIDE X 18' DEEP	9'-0" WIDE X 18' DEEP EXCEPT WHERE OTHER CONDITIONS APPLY
LOADING / UNLOADING AREA	10' X 50' WITH 15' HEIGHT CLEARANCE	12' X 50' OUTDOOR

PARKING CALCULATIONS	
OVERALL BUILDING: 106,014 SQ. FT.	SUITE 1504
TOTAL GROSS SQUARE FOOTAGE	5,267 SQ. FT.
USEABLE SQUARE FOOTAGE	3,027 SQ. FT.
1 SPACE PER 150 SQ. FT. OF USEABLE SPACE	3,027 / 150 = 20
LOADING / UNLOADING : 1 SPACE PER 5,000 SQ. FT. OF USEABLE SPACE	3,027 / 5,000 = 1
DISCRIPTION	REQUIRED
EXISTING PARKING SPACES	234
EXISTING BARRIER - FREE	11
EXISTING STANDARD SPACES	223
TOTAL	234
LOADING / UNLOADING AREA	1 SPACE
BARRIER FREE SPACES	(20) = 1 SPACE
STANDARD SPACES	20 SPACES
TOTAL NUMBER OF SPACES REQUIRED	22 SPACES

ADA TABLE 208.2 PARKING SPACES	
TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1 TO 25	1
26 TO 50	2
51 TO 75	3
76 TO 100	4
101 TO 150	5
151 TO 200	6
201 TO 300	7

SET BACK REQUIREMENTS		
DISCRIPTION	REQUIRED	PROVIDED
MINIMUM BUILDING SETBACKS:		
FRONT YARD	50'-0"	105'-8"±
REAR YARD	50'-0"	91'-3"±
SIDE YARD	50'-0"	106'-0"±
MINIMUM PARKING SETBACKS:		
FRONT YARD	0'-0"	13'-0"
REAR YARD	0'-0"	0'-0"
SIDE YARD	0'-0"	0'-0"
MAXIMUM BUILDING HEIGHT:	40'-0"	21'-4"



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05/14/2021 Site Plan Review

Project
Pleasantrees Lincoln Park
1504 John A Papalas Drive
Lincoln Park 48146

AKA Architects Inc. Project Number 2105

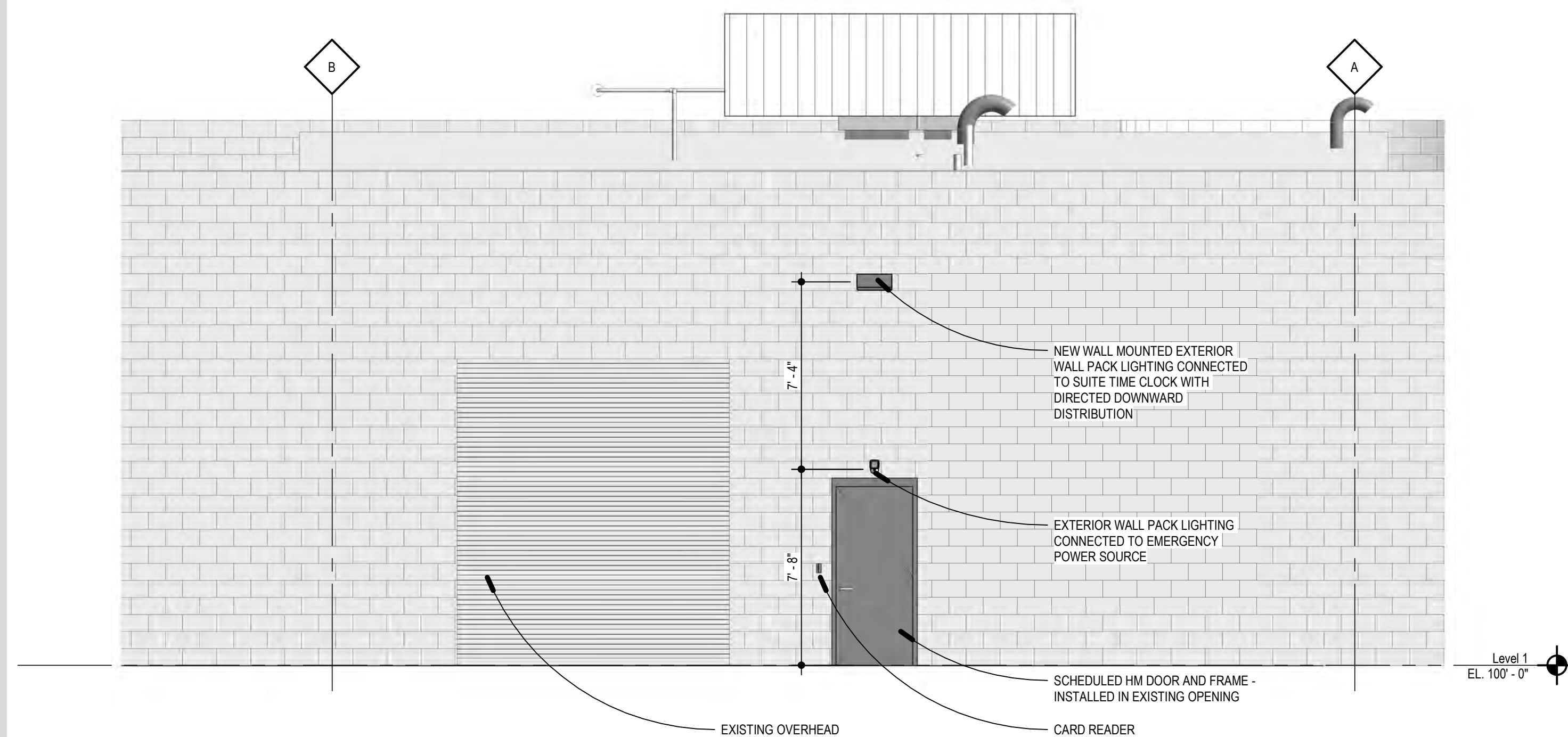
LEGAL AND COMMON DESCRIPTION OF PROPERTY	
THE LAND SITUATED IN THE CITY OF LINCOLN PARK, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:	
LOTS 8,9,10, AND 11, OF LINCOLN PARK INDUSTRIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 100 OF PLATS, PAGES 26 THROUGH 30, BOTH INCLUSIVE, WAYNE COUNTY RECORDS.	
COMMONLY KNOWN AS:	1505 JOHN A. PAPALAS DRIVE
PARCEL ID:	45-003-15-0008-000

LANDSCAPE REQUIREMENTS		
DISCRIPTION	REQUIRED	PROVIDED
EACH BUILDING EXPANSION OF 1% OF GROSS FLOOR AREA SHOULD INCLUDE AT LEAST 2% OR A MINIMUM OF 30% OF THE LANDSCAPING REQUIRED FOR NEW DEVELOPMENTS, WHICHEVER IS GREATER.	AT LEAST ONE DECIDUOUS TREE AND FOUR 24" HIGH SHRUBS SHALL BE PLANTED PER FORTY LINEAR FEET OF STREET.	ONE TREE EXISTS WITHIN PROPERTY LINE. FOUR 24" HIGH SHRUBS TO BE ADDED
	WHERE HEADLIGHTS FROM PARKED VEHICLES WILL SHINE INTO THE RIGHT-OF-WAY, THE PLANNING COMMISSION MAY REQUIRE USE OF A TOTALLY OBSCURING HEDGE WITH A MINIMUM HEIGHT OF 24" AND A MAX HEIGHT OF 36"	

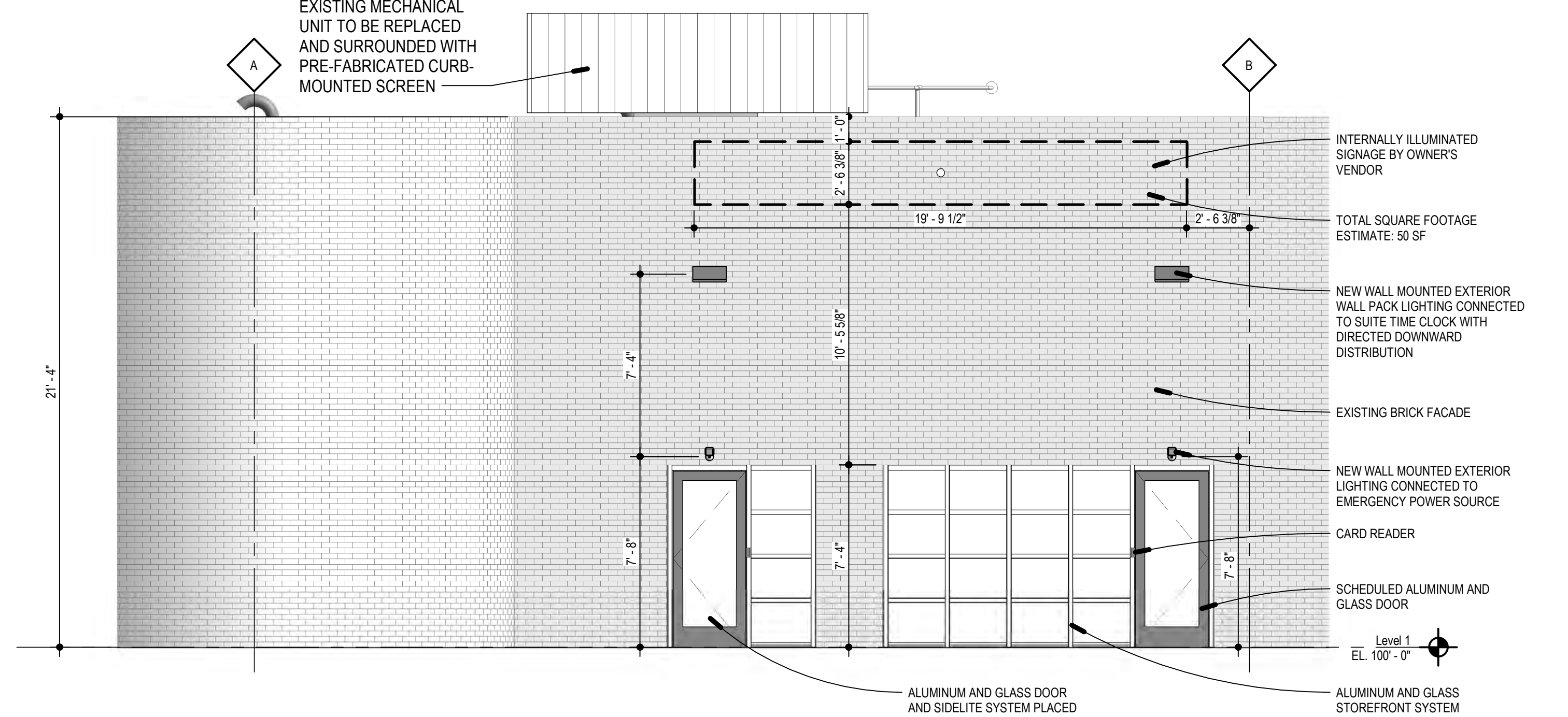
800 LINEAR FEET
40' FOR SUITE

Structural Engineer
AE STRUCTURES
1118 Joshua Drive
Troy, MI 48098
248-250-6166

Mechanical Engineer
Greenpath Design
235 E. Main St.-105B
Northville, MI 48167
248-310-7286



8 North Exterior Elevation
 ASP.1 SCALE: 1/4" = 1'-0"

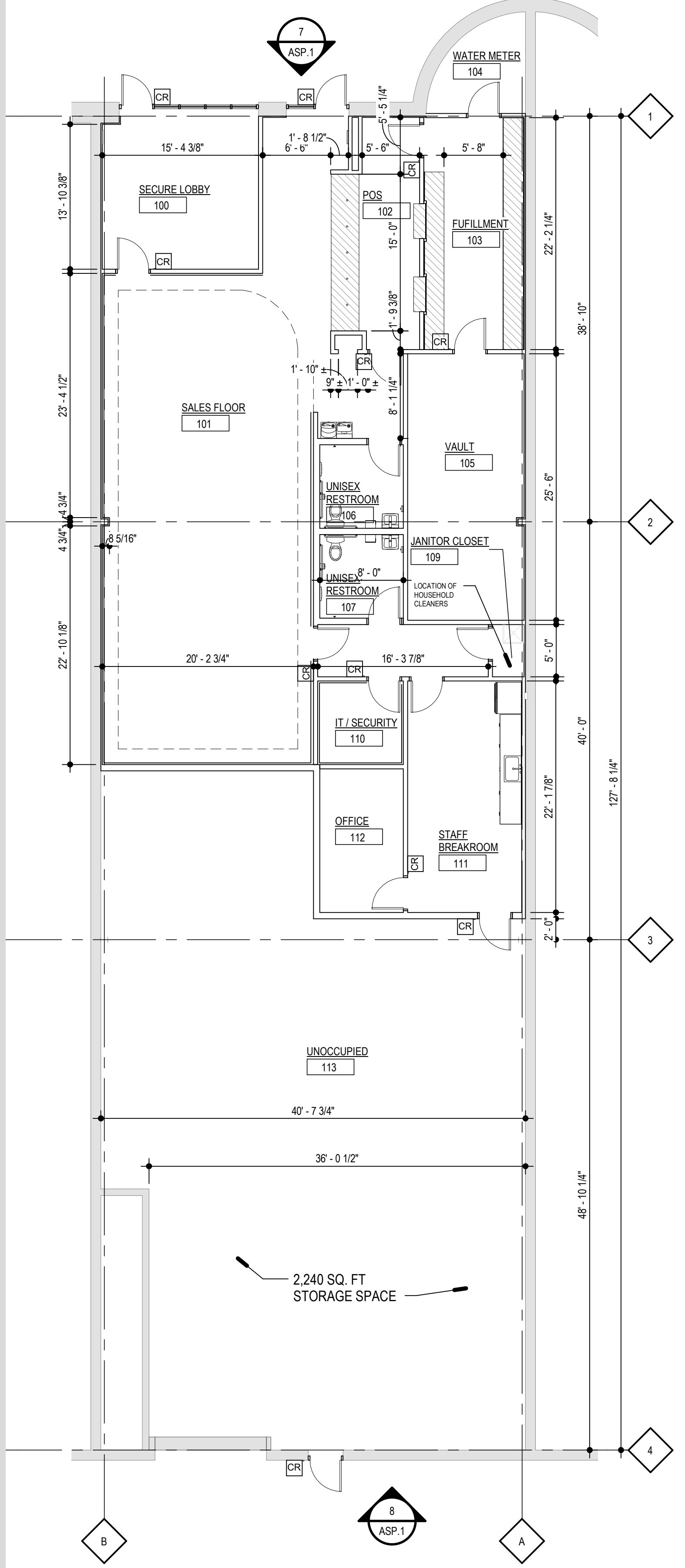


7 South Exterior Elevation
 ASP.1 SCALE: 1/4" = 1'-0"

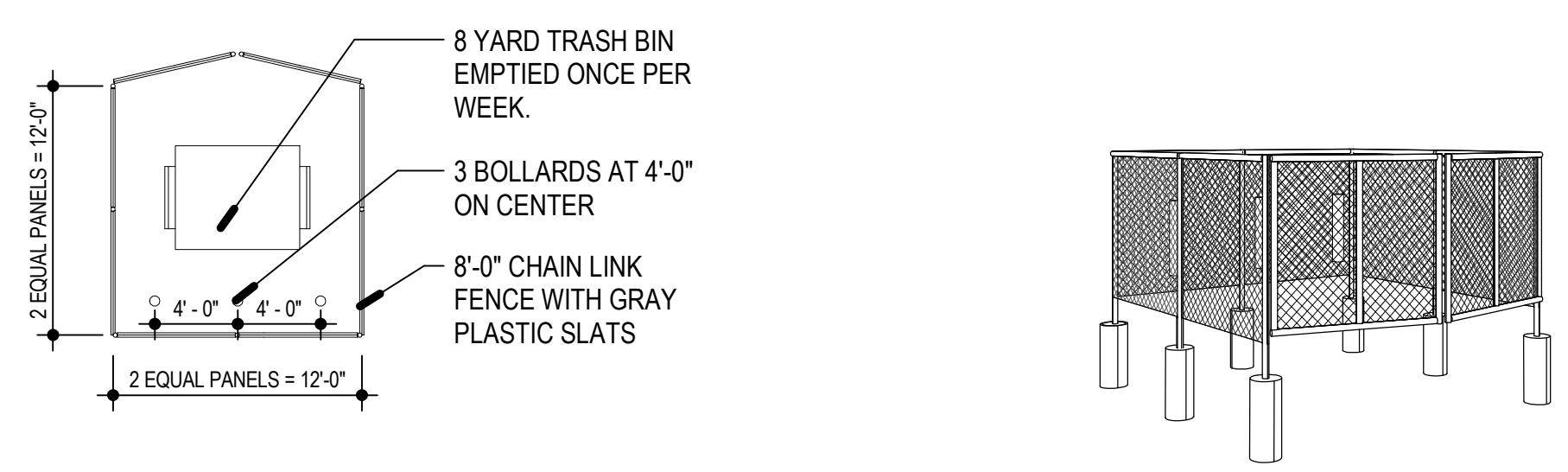
GENERAL COMPLIANCE NOTES

- NO OUTDOOR MARIJUANA SPECIAL EVENTS WILL BE HELD AT THIS LOCATION.
- ALL ACTIVITY RELATED TO MARIJUANA BUSINESSES SHALL BE CONDUCTED INDOORS.
- THERE WILL BE NO OUTDOOR STORAGE ON SITE.
- WASTE RECEPTACLE TO BE ENCLOSED WITH LOCKED CHAIN LINK FENCE.
- A MARIJUANA ESTABLISHMENT MAY NOT ALLOW CULTIVATION, PROCESSING, SALE, OR DISPLAY OF MARIJUANA OR MARIJUANA ACCESSORIES TO BE VISIBLE FROM A PUBLIC PLACE OUTSIDE OF THE MARIJUANA ESTABLISHMENT WITHOUT THE USE OF BINOCULARS, AIRCRAFT, OR OTHER OPTICAL AIDS.
- PROVISIONING CENTER AND RETAIL FACILITY SHALL BE OPEN TO THE PUBLIC NO EARLIER THAN 9:00 AM AND SHALL CLOSE NO LATER 10:00 PM.
- IF A MARIJUANA BUSINESS CEASES OPERATION FOR A LENGTH OF TIME OF ONE HUNDRED TWENTY (120) DAYS OR GREATER, ANY SPECIAL USE PERMIT SHALL EXPIRE.

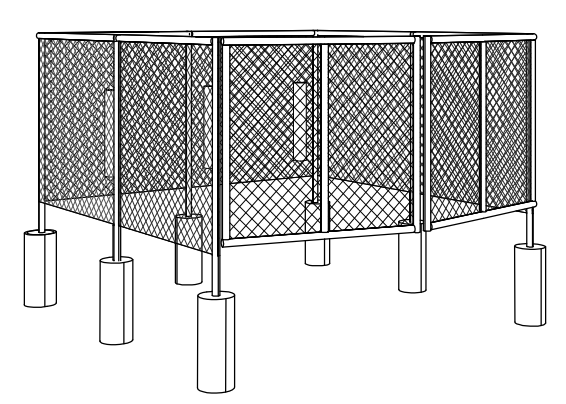
APPLICANT IS IN COMPLIANCE WITH ALL OF SECTION 1296.02 SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL RELATING TO MARIJUANA ESTABLISHMENTS



3 Floor Plan
 ASP.1 SCALE: 1/8" = 1'-0"



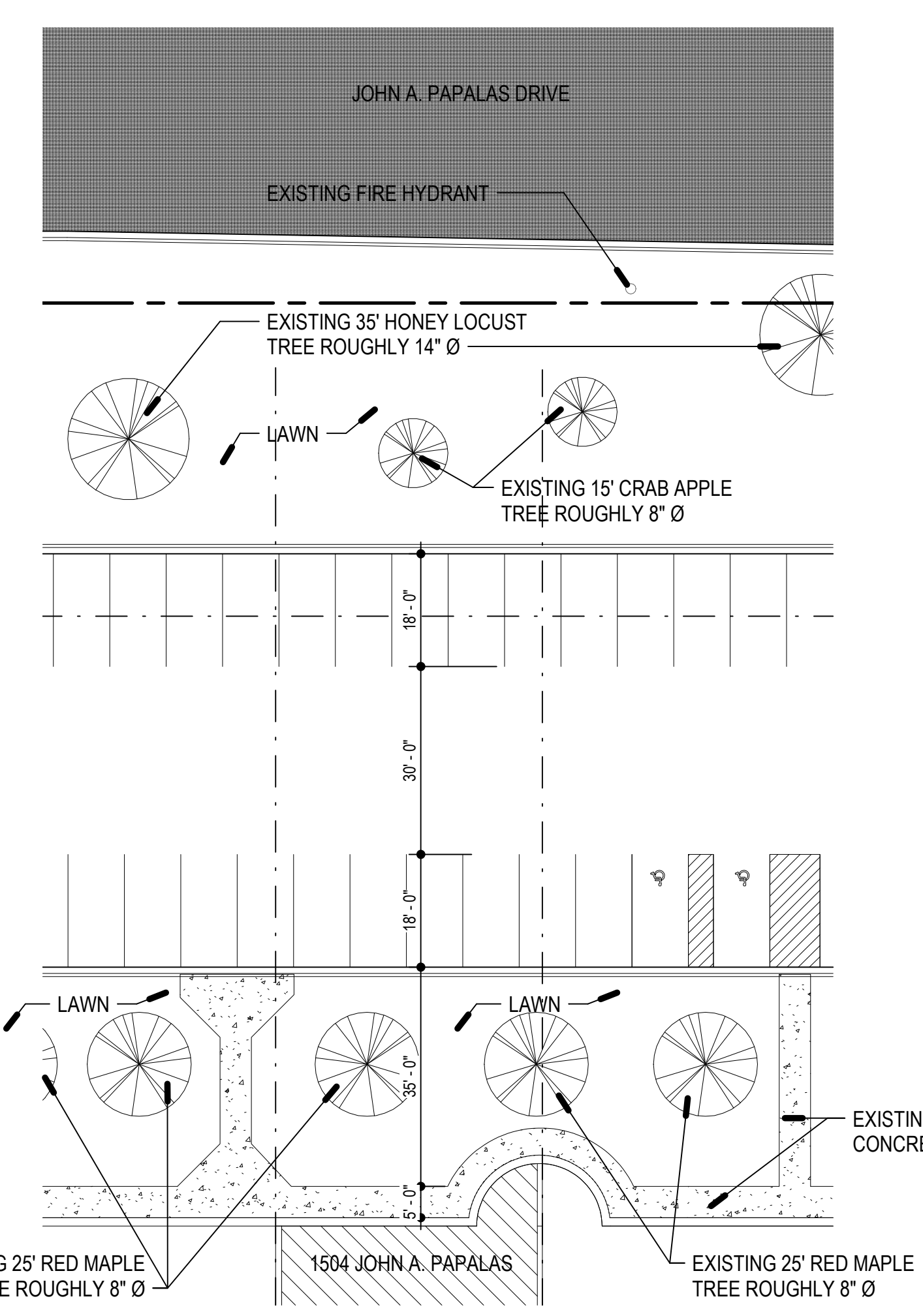
6 Enlarged Trash Enclosure Plan
 ASP.1 SCALE: 1/8" = 1'-0"



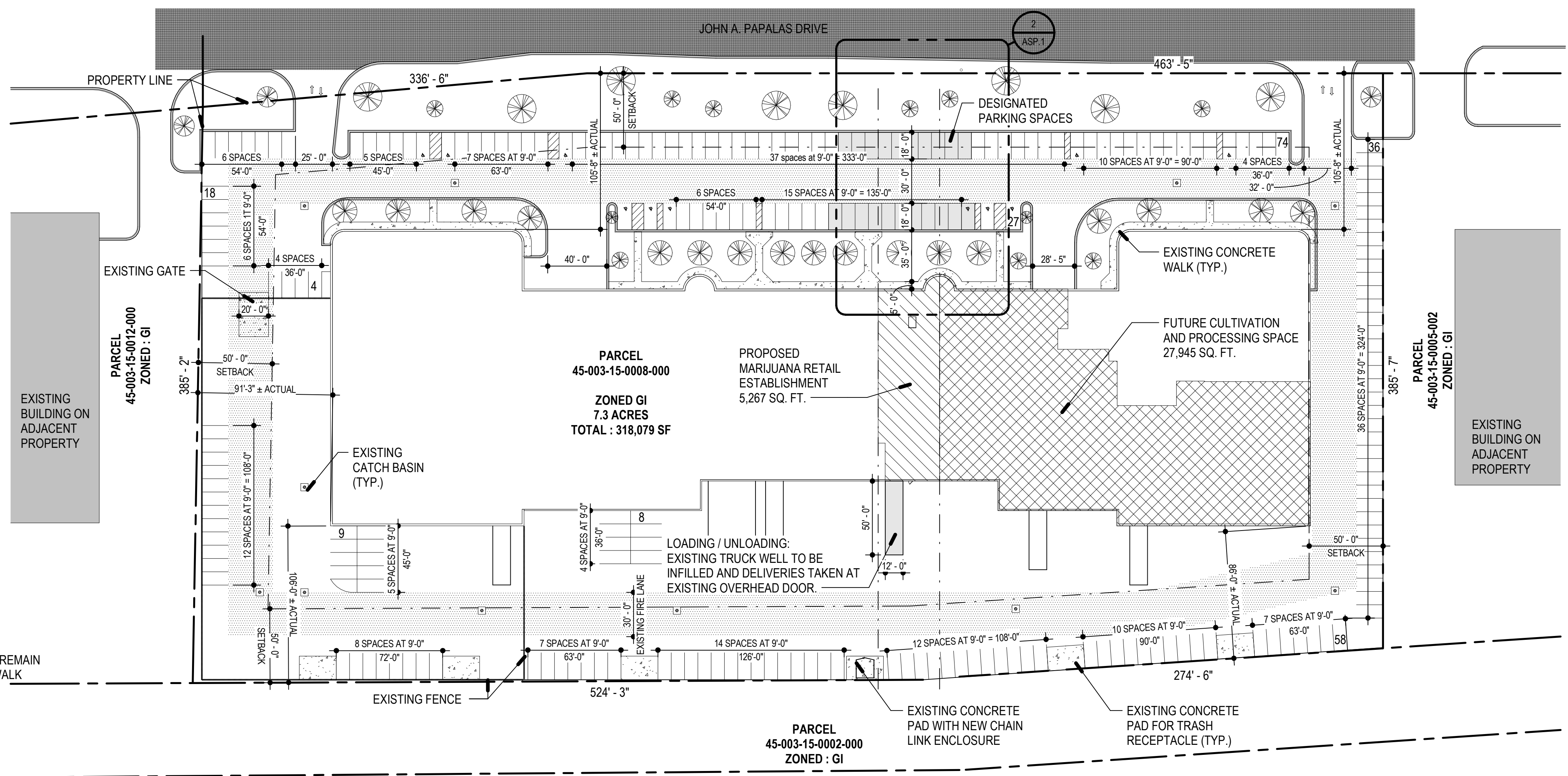
5 TRASH ENCLOSURE
 ASP.1 NO SCALE



4 Site Map
 ASP.1 SCALE: 1" = 200'-0"



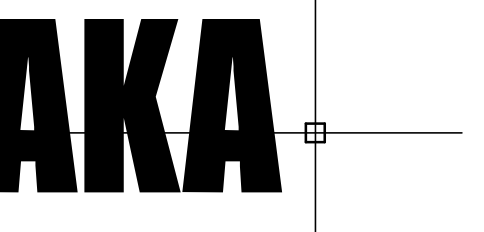
2 1504 Landscape Plan
 ASP.1 SCALE: 1" = 20'-0"



1 Architectural Site Plan
 ASP.1 SCALE: 1" = 50'-0"



PLEASANT TREES



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PROJECT
 Pleasantrees Lincoln Park

1504 John A Papalas Drive
 Lincoln Park 48146

DATE ISSUED 05/14/2021
 ISSUED FOR Site Plan Review

DRAWN Author
 CHECKED Checker
 APPROVED Approver

SHEET
 Architectural Plan,
 Elevations and Site
 Plan

FILE NUMBER
 2105

SHEET NUMBER
 ASP.1

GENERAL MECHANICAL DEMOLITION NOTES

- A. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE APPLICABLE BUILDING CODE AND ALL LOCAL ORDINANCES.
- B. DURING ALL PHASES OF DEMOLITION AND CONSTRUCTION, THE GENERAL CONTRACTOR SHALL MAINTAIN INTEGRITY TO THE STRUCTURE TO BE DEMOLISHED AND ADJACENT AREAS TO REMAIN WITH INTERIOR OR EXTERIOR SHORING, BRACING, OR SUPPORT TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF STRUCTURE. EXISTING STRUCTURE TO REMAIN SHALL BE SAFOED OFF AND PROTECTED FROM ELEMENTS AT ALL TIMES.
- C. WHERE THE EXISTING WORK IS TO BE CUT, UNDERPINNED, AND/OR SHORED, CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, WEDGING, AND DRY PACKING, AND BE RESPONSIBLE FOR THE SAFETY OF THE STRUCTURE DURING THESE OPERATIONS.
- D. AREA OF WORK SHALL BE KEPT CLEAN AT ALL TIMES.
- E. ANY MATERIALS DEEMED AS HAZARDOUS, SUCH AS BUT NOT LIMITED TO ASBESTOS OR LEAD PAINTS SHALL BE REMOVED AS REQUIRED BY FEDERAL, STATE, OR LOCAL CODES. CONTRACTOR SHALL UTILIZE THE APPROPRIATE TECHNIQUES, PROCEDURES, AND DISPOSAL METHODS AS PER STANDARD PRACTICE AND ALL FEDERAL, STATE, AND LOCAL CODES.
- F. CONTRACTOR SHALL REMOVE ALL EXISTING MECHANICAL EQUIPMENT, DUCTWORK, HANGERS, AND CONTROLS NOT SCHEDULED TO BE REUSED, BACK TO THE EXISTING CURB CURBS NOT SCHEDULED TO BE REUSED OR ADAPTED FOR NEW UNITS SHALL BE CAPED AND INSULATED FOR A WEATHERTIGHT SEAL. DO NOT ABANDON; SEAL ALL PENETRATIONS THROUGH WALLS, AND FLOORS AT REMOVED MECHANICAL COMPONENTS.
- G. CONTRACTOR SHALL REMOVE ALL PLUMBING FIXTURES, DRAINS, PIPING SYSTEMS, ETC. NOT SCHEDULED FOR REUSE BACK TO NEAREST ACTIVE LINE SCHEDULED FOR REUSE. CAP AND SEAL LINES AT ACTIVE LINES WITH SAME MATERIALS. DO NOT ABANDON COMPONENT IN PLACE. SEAL ALL PENETRATIONS THROUGH WALLS AND FLOORS AT REMOVED PLUMBING SYSTEM COMPONENTS.
- H. EXISTING CONCRETE FLOOR SLAB SHALL BE LEVELLED, BROOM CLEAN WITH NO REMAINING ADHESIVE RESIDUES, AND SEALED.
- I. REMOVAL OF ALL DEMOLITION AND CONSTRUCTION DEBRIS SHALL BE COORDINATED BETWEEN THE GENERAL CONTRACTOR AND THE LANDLORD AND SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
- J. IN AREA WHERE ELECTRICAL OR MECHANICAL SYSTEMS CONFLICT OR ALTERATIONS TO AN EXISTING SYSTEM IS REQUIRED BY THE APPLICABLE LOCAL CODES, CONTRACTOR SHALL FURNISH AND INSTALL IN ACCORDANCE WITH THE LATEST EDITION OF THE "BARRIER-FREE" DESIGN REQUIREMENTS OF THE APPLICABLE LOCAL CODES. CONTRACTOR SHALL VIDEO CAMERA AND SCOPE ALL SANITARY AND STORM PIPING TO CONFIRM INTEGRITY AND IS FREE OF OBSTRUCTIONS AND DEFECTS TO ENSURE PROPER FLOW.
- K. CONTRACTOR SHALL FAMILIARIZE WITH EXISTING BUILDING CONDITIONS AND OBSERVE THE SITE, STRUCTURE, AND PHYSICAL SPACE LIMITATIONS AND CHALLENGES TO COMPLETE WORK DESCRIBED ON DOCUMENTS.
- L. ANY DEPARTURES FROM DESIGN INTENT OR DOCUMENTS, CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING.

PLUMBING GENERAL NOTES

1. THESE DRAWINGS ARE INTENDED TO BE DIAGNOSTIC AND ARE NOT TO BE CONSIDERED FABRICATION OR SHOP DRAWINGS. COORDINATION WITH OTHER TRADES IS REQUIRED. PROVIDE THE ADDITIONAL FITTINGS AND OFFSETS THAT WILL BE REQUIRED TO COMPLETE EACH SYSTEM INCLUDING THE STRUCTURE, SHEET METAL, CONDUITS, CABLE TRAY, AND LIGHT FIXTURES.
2. PROVIDE ALL NECESSARY CLEARANCES AROUND MECHANICAL AND ELECTRICAL EQUIPMENT, DEVICES, VALVES, AND ANY COMPONENT REQUIRING MAINTENANCE PER MANUFACTURER RECOMMENDATIONS AND CODE REQUIREMENTS.
3. COORDINATE ROUTING OF PIPING AND SHEET METAL WITH ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL TRADES TO AVOID INTERFERENCES. PROVIDE ADDITIONAL FITTINGS AND ELBOWS NECESSARY TO AVOID CONFLICTS.
4. ALL SANITARY PIPING BELOW SLAB SHALL BE A MINIMUM OF 4" Ø UNLESS NOTED OR AS REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION.
5. ALL SANITARY AND STORM PIPING 2" AND SMALLER SHALL BE SLOPED AT A MINIMUM 1/4" PER FOOT; AND ALL SANITARY AND STORM PIPING 3" AND LARGER SHALL BE SLOPED AT A MINIMUM OF 1/8" PER FOOT, UNLESS OTHERWISE NOTED OR AS REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION.
6. INSTALL PIPING SUCH THAT ALL VALVES, STRAINERS, TRAPS, FLANGES, UNIONS, AND PIPE ACCESSORIES ARE ACCESSIBLE.
7. SLEEVES AND PEE STOP ALL PENETRATION OF RATED WALLS, FLOORS, CEILING, ETC. IN ACCORDANCE WITH APPLICABLE UL STANDARDS AND LISTINGS AND LOCAL CODES TO MAINTAIN RATINGS. REFER TO ARCHITECTURAL DRAWINGS FOR RATED ASSEMBLIES.
8. INSTALL WATER HAMMER ARRESTORS, BACKFLOW PREVENTERS, THERMOSTATIC MIXING VALVES, AND TRAP PRIMERS AS REQUIRED BY CODE IN THE DOMESTIC WATER SYSTEM.
9. ALL EQUIPMENT AND FIXTURES SHALL BE INSTALLED COMPLETE INCLUDING ISOLATION VALVES, ANGLE SUPPLIES, STOPS, SUPPORT HARDWARE, P-TRAPS, OFFSETS, MIXING VALVES, ETC.
10. ALL PIPING LOCATED WITHIN RETURN AIR PLENUM SHALL BE PLENUM RATED OR FIRE WRAPPED AS REQUIRED. COORDINATE PLENUM LOCATIONS WITH MECHANICAL TRADES.
11. ALL ADA FIXTURES, WHERE DESIGNATED BY THE ARCHITECT SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE "BARRIER-FREE" DESIGN REQUIREMENTS OF THE APPLICABLE LOCAL CODES. CONTRACTOR SHALL VIDEO CAMERA AND SCOPE ALL SANITARY AND STORM PIPING TO CONFIRM INTEGRITY AND IS FREE OF OBSTRUCTIONS AND DEFECTS TO ENSURE PROPER FLOW.

MECHANICAL - GENERAL NOTES

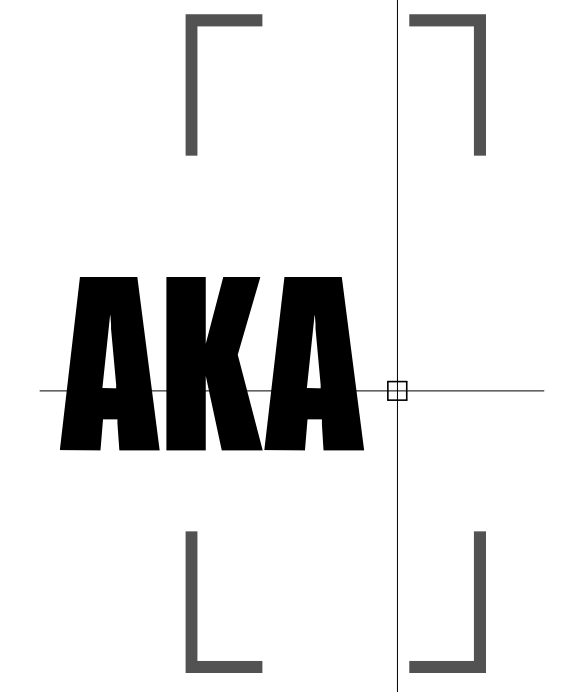
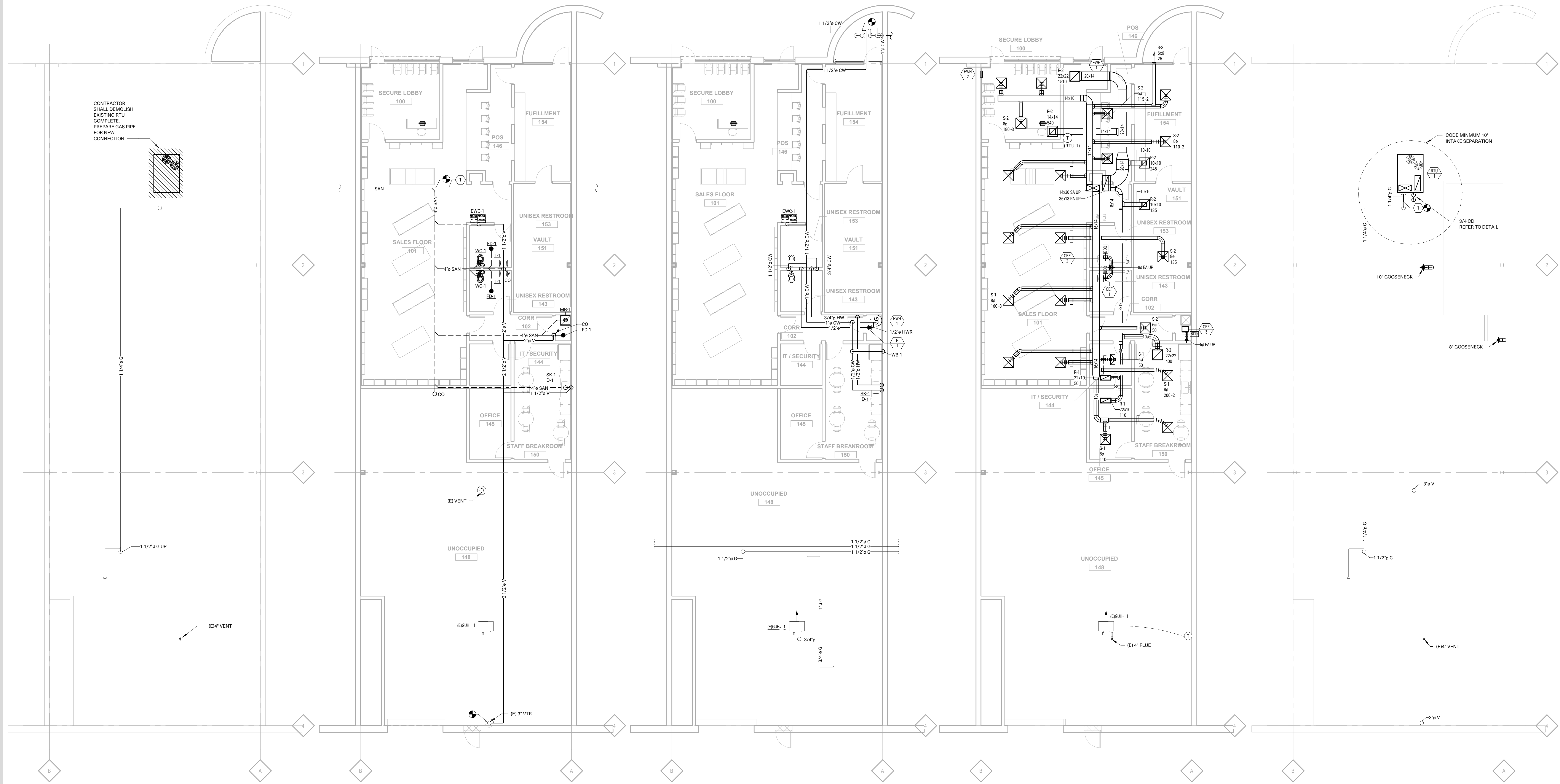
1. THESE DRAWINGS ARE INTENDED TO BE DIAGNOSTIC AND ARE NOT TO BE CONSIDERED FABRICATION OR SHOP DRAWINGS. COORDINATE PIPING AND DUCTWORK AMONGST OTHER TRADES AS REQUIRED.
2. PROVIDE ALL NECESSARY CLEARANCES AROUND MECHANICAL AND ELECTRICAL EQUIPMENT, DEVICES, VALVES, AND ANY COMPONENT REQUIRING MAINTENANCE PER MANUFACTURER RECOMMENDATIONS AND CODE REQUIREMENTS.
3. COORDINATE ROUTING OF PIPING AND SHEET METAL WITH ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL TRADES TO AVOID INTERFERENCES. PROVIDE ADDITIONAL FITTINGS, OFFSETS, AND ELBOWS WHICH ARE REQUIRED DUE TO SPACE CONSTRAINTS OR OTHER FIELD CONDITIONS AND ARE NECESSARY TO AVOID CONFLICTS.
4. MOUNT THERMOSTATS 48" ABOVE FINISH FLOOR UNLESS NOTED OTHERWISE.
5. PROVIDE ACCESS DOORS IN DUCTWORK TO PROVIDE ACCESS FOR ALL SMOKE DETECTORS, FIRE DAMPERS, SMOKE DAMPERS, VOLUME DAMPERS, HUMIDIFIERS, COILS, AND OTHER ITEMS LOCATED IN THE DUCTWORK THAT REQUIRE SERVICE AND/OR INSPECTION.
6. PROVIDE ACCESS DOORS IN HARD CEILING FOR THE OPERATION, ADJUSTMENT, AND MAINTENANCE OF ALL FANS, VALVES, AND MECHANICAL EQUIPMENT.
7. DUCTWORK AND PIPING SHALL NOT BE LOCATED OVER ANY ELECTRICAL EQUIPMENT OR PANELS. PROVIDE REQUIRED N.E.C. CLEARANCE IN FRONT AND ABOVE ELECTRICAL EQUIPMENT.
8. CONTRACTOR SHALL PROVIDE ALL MISCELLANEOUS SUPPORTING STEEL FOR THE PROPER INSTALLATION AND SUPPORT OF MECHANICAL SYSTEMS.
9. CONTRACTOR SHALL VERIFY THERE ARE NO COMBUSTIBLES IN ANY RETURN AIR PLENUM. IF COMBUSTIBLES ARE PRESENT CONTRACTOR SHALL COORDINATE WITH ARCHITECT/ENGINEER FOR COURSE OF ACTION. DUCTED RETURN SYSTEM OR ELIMINATE COMBUSTIBLES WITH FIREPROOF, WRAP, OR BY OTHER MEANS.
10. ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS AND REQUIREMENTS.
11. MECHANICAL AIR HANDLING EQUIPMENT SHALL HAVE SMOKE DETECTOR IN RETURN AND/OR SUPPLY DUCT. SMOKE DETECTION WILL SHUT OFF HVAC UNIT UPON ACTIVATION. THE ACTIVATION OF THE SMOKE DETECTOR SHALL ACTIVATE A VISIBLE AND AUDIBLE SUPERVISORY SIGNAL AT A CONSTANTLY ATTENDED LOCATION OR TIE INTO FIRE ALARM PANEL IN ONE EXIST. SMOKE DETECTION DEVICES THAT ARE NOT VISIBLE SHALL BE PROVIDED WITH A REMOTE INDICATION DEVICE PER CODE.

MECHANICAL CONSTRUCTION NOTES

1. RECONNECT 1-1/4" GAS TO NEW ROOFTOP UNIT.

PLUMBING CONSTRUCTION NOTES

1. CONTRACTOR TO VERIFY SANITARY ROUTING AND DIRECTION, SCOPE SANITARY LINE TO VERIFY SIZE, SLOPE, AND INTEGRITY PRIOR TO CONSTRUCTION.



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PROJECT
 Pleasantrees Lincoln Park

1504 John A Papalas Drive,
 Lincoln Park 48146
 DATE ISSUED 04/09/2021 ISSUED FOR BIDS & PERMITS

DRAWN AMF
 CHECKED KBS
 APPROVED KBS

SHEET
 MECHANICAL AND PLUMBING PLANS

FILE NUMBER
 2021.0010
 SHEET NUMBER
 M-401

PROJ. NO. 2021.0010
 4/9/2021 3:22:00 PM



PLEASANTREES®

City of Lincoln Park
Marijuana Special Land Use Application
Project Narrative

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Item	Requirement	Page(s)
	*Item numbers from “Marijuana Establishments: Special Land Use Application Requirements” checklist.	
1	Applicant’s name, address, and telephone number.	3
2	The name of the development.	3
10	A schedule for completing the project, including the phasing or timing of all proposed developments.	3
11	Written description of proposed land use.	3
12	Notation of any variances which have or must be secured.	3
14	Current proof of ownership of the land to be utilized or evidence of a contractual arrangement to acquire such land.	4
36	Indication of the number of stores and number of commercial or office units contained the building.	4
45	Soil erosion and sedimentation control measures.	4
47	Listing of types and quantities of hazardous substances and polluting materials which will be used or stored on-site at the facility in quantities greater than twenty-five gallons per month.	4

Item 1: Applicant's name, address, and telephone number.

RJB Enterprises, LLC
41900 Executive Drive
Harrison Township, MI, 48045

Contact:
Bryan Wickersham
Chief Development Officer
586-855-2981
bmw@enjoypleasantrees.com

Item 2: The name of the development.

Pleasantrees Lincoln Park
1504 John A Papalas Drive
Lincoln Park, MI 48146

Item 10: A schedule for completing the project, including the phasing or timing of all proposed developments.

The development is contemplated to be completed in two phases. The first phase will comprise of the retail establishment. The second phase will comprise of the processing and cultivation facilities. An estimated schedule is provided below.

Phase 1:

Submit Special Land Use Application	May 15, 2021
Planning Commission Meeting	June 10, 2021
Begin Construction	July 15, 2021
Complete Construction / Obtain Certificate of Occupancy	September 30, 2021
Open Pleasantrees Lincoln Park Retail	October 15, 2021

Phase 2:

Submit Special Land Use Application	September 11, 2021
Planning Commission Meeting	October 14, 2021
Begin Construction	December 1, 2021
Complete Construction / Obtain Certificate of Occupancy	June 1, 2022
Open Pleasantrees Lincoln Park Cultivation/Processing	June 15, 2022

Item 11: Written description of proposed land use.

1504 John A Papalas is a single unit of a multi-tenant industrial building commonly known as the Lincoln Tech Center. The site is zoned General Industrial District (GID). The intent for the site is to retrofit the interior of the existing suite to allow for vertical marijuana operations including retail, cultivation and processing. It's contemplated to be developed in two phases, with the first of being the retail store, comprising of 5,096 SF. The second phase, which includes the cultivation and processing aspects of the vertical license, comprises of 27,693 SF. There are no major renovations proposed for the exterior of the building. The hours of operation are anticipated to be 10am-10pm, 7 days per week.

Item 12: Notation of any variances which have or must be secured.

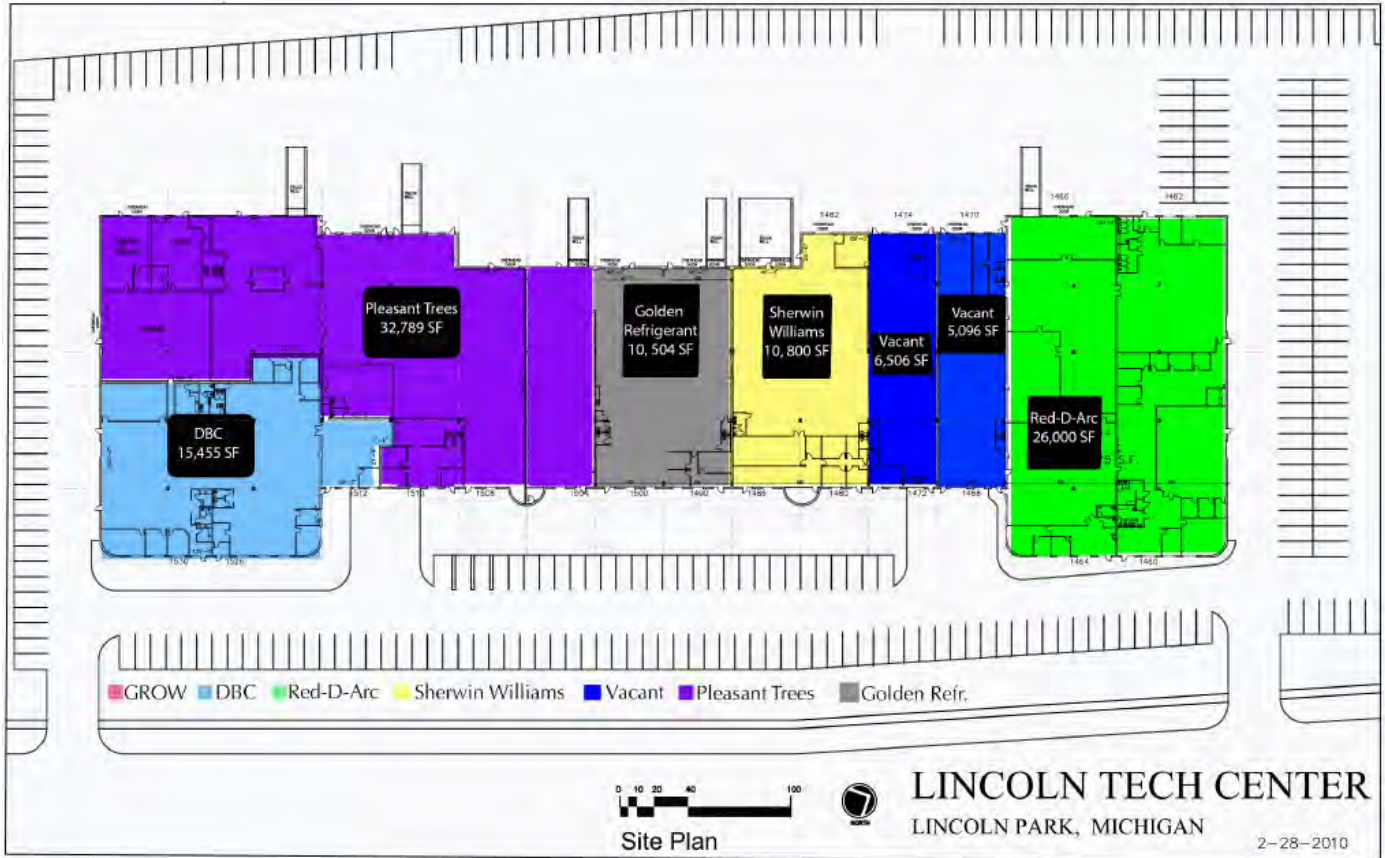
No variances are required for the development.



Item 14: Current proof of ownership of the land to be utilized or evidence of a contractual arrangement to acquire such land.

The applicant has entered into a lease agreement with the property owner. Please see Exhibit A for a copy of the lease.

Item 36: Indication of the number of stores and number of commercial or office units contained in the building.



Item 45: Soil erosion and sedimentation control measures.

During Phase 1 of the development, and likely with Phase 2, there will be little to no earthwork taking place on site. Soil erosion and sedimentation controls will remain untouched.

Item 47: Listing of types and quantities of hazardous substances and polluting materials which will be used or stored on-site at the facility in quantities greater than twenty-five gallons per month.

During Phase 1 of the development, there will be no hazardous substances or polluting materials with the exception of common household cleaners, which will not reach a quantity of greater than twenty-five gallons per month.



Thank You!

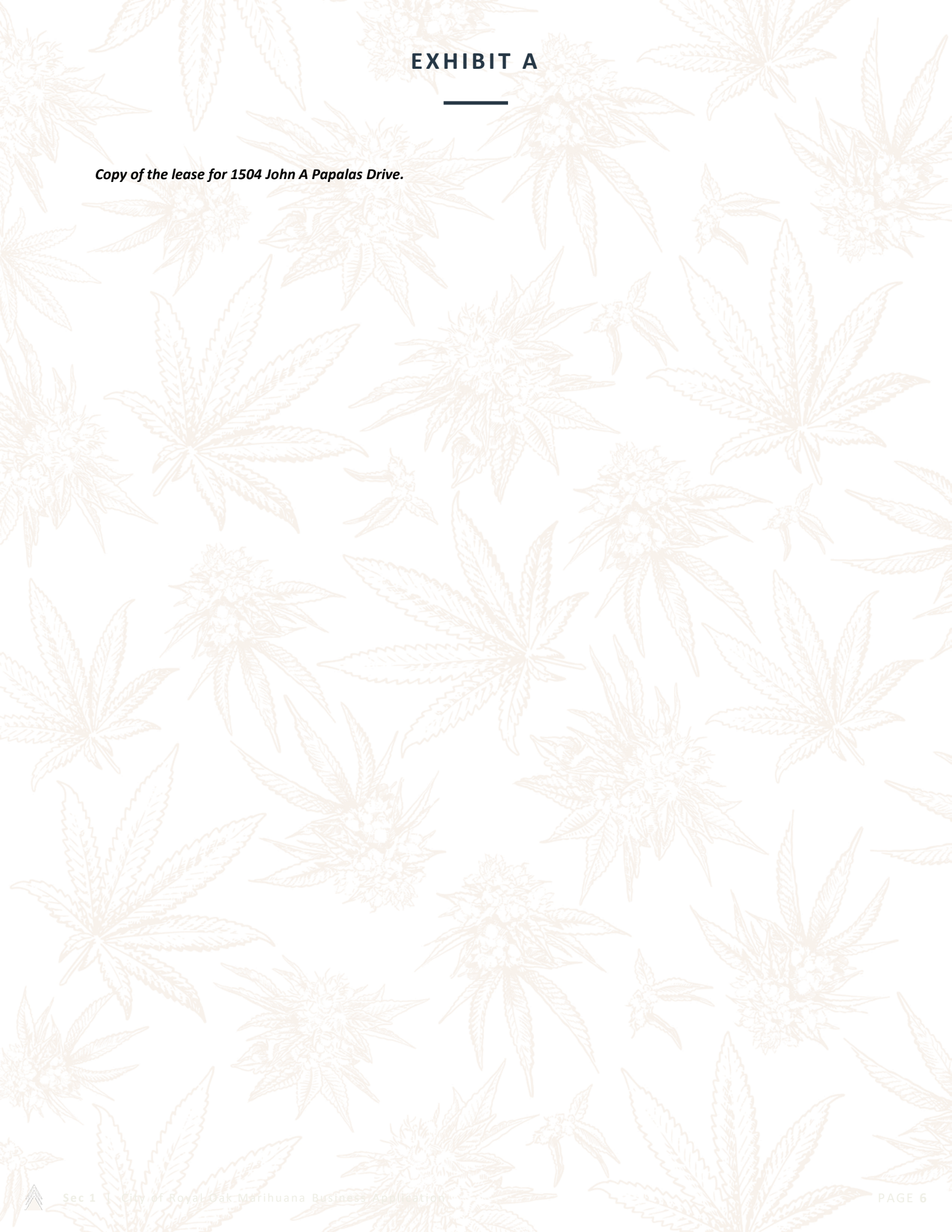


PLEASANTREES

EXHIBIT A



Copy of the lease for 1504 John A Papalas Drive.



NET LEASE

This Lease is made as of January 15, 2021, ("Effective Date") by and between LINCOLN TECH CENTER, LLC, a Michigan limited liability company ("Landlord"), whose address is 45511 Market Street, Shelby Township, Michigan 48315 and R. J. B. Enterprises, LLC DBA Pleasantrees, a Michigan limited liability company ("Tenant"), whose corporate address is 41900 Executive Drive, Harrison Township, 48045, who agree as follows:

SECTION 1: THE PREMISES

1.01 In consideration of the mutual promises, covenants and agreements herein contained, the adequacy of which is by both parties acknowledged, and in further consideration of the rent and other charges to be paid and the covenants to be performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises commonly known 1504 John A. Papalas Drive, Lincoln Park, MI 48146 (the "Premises") within the building and other improvements now existing (the "Improvements") on the real property located in the City of Lincoln Park, Wayne County, Michigan, more particularly described in Exhibit "A" attached to, and made an integral part of, this Lease (the "Land"). The Premises, the Improvements, and the Land are as shown on the sketch attached hereto as Exhibit "B". The Lease is contingent upon the Tenant's application for medical and adult use retail dispensary, processing and cultivation licenses at this location being selected in a lottery drawing held by the City of Lincoln Park, Michigan, ("Approval"). If the Tenant does not obtain such Approval this lease shall terminate as if void ab initio.

SECTION 2: CONDITION OF PREMISES

2.01 Except for the Landlord's Work set forth on Exhibit "C" attached hereto, Tenant accepts the Premises in "AS-IS" condition and waives all claims related to the condition of the Premises. Tenant further acknowledges that neither Landlord nor any agent of Landlord has made (i) any representation or warranty with respect to the Premises or the suitability of the Premises for the conduct of Tenant's business, including but not limited to, representations respecting the condition of the Premises or the existence or non-existence of Hazardous Materials (defined herein) in, on, or about the Premises, or (ii) any representation or agreement to alter, remodel, improve, or in any way prepare the Premises for Tenant.

SECTION 3: THE TERM

3.01 The Term will commence (the "Commencement Date") on the Approval Date and will continue for ten (10) years thereafter.

3.02 If Landlord permits Tenant to enter into possession of the Premises, prior to the Commencement Date, Tenant agrees that such occupancy will be deemed to be under all the provisions of this Lease, including but not limited to the rental established herein. For purposes of this Lease "possession" shall not mean Tenant's access to the Premises to install equipment, trade fixtures, furnishings or decorations.

3.03 Upon request by Landlord, Tenant and Landlord will execute a written instrument confirming the Commencement Date and the expiration date of the Term.

SECTION 4: THE BASE MONTHLY RENT AND OPTION TO RENEW

4.01 The "Base Monthly Rent" during the Term (as defined in Section 3.01 above) shall continue for ten (10) years and shall increase three percent (3%) annually under the following rent schedule:

Period	PSF Amount	Annual Base Rent	Base Monthly Rent
Year 1	\$15.00	\$76,440	\$6,370

4.02 Each monthly installment of minimum net rental will be paid in advance, without any set-offs or deductions, on the first (1st) day of each and every month (the "Rent Day") during the Term, at the office of the Landlord at the address first shown above, or at such other place as Landlord from time-to-time may designate in writing. In the event the Commencement Date is other than the first day of a calendar month, the rental for the partial first (1st) calendar month of the Term will be prorated accordingly.

Landlord and Tenant acknowledge and agree that this is a net Lease, and that it must yield, net, to Landlord during the original Term, not less than the minimum net rent shown in Section 4.01. Except as otherwise expressly provided herein, all costs, expenses, and charges of every nature relating to the Premises, except (i) Landlord's federal, state and local income taxes; and (ii) Landlord's debt service, which may be attributable to, or become due during, the Term will be paid by Tenant, and Tenant will indemnify and hold harmless Landlord from and against such costs, expenses and charges.

4.03 Tenant shall pay Landlord an amount equal to the Base Monthly Rent upon signing this Lease as a Security Deposit.

4.04 Tenant shall have four (4) options to extend this Lease for a term of, five (5) years each (an "Option Period"), which Tenant shall exercise by delivering a written notice to Landlord on or before one hundred eighty (180) days prior to expiration of the initial Lease Term. The Base Monthly Rent during the Option Period shall be equal to the Base Monthly rent payable during the immediately preceding lease year increased by three percent (3%) annually.

SECTION 5: LATE CHARGES AND INTEREST

5.01 Tenant's failure to pay rent when due will cause Landlord to incur unanticipated costs and expenses, the exact amount of which are impractical or extremely difficult to ascertain, including, but not limited to, processing and accounting charges or late charges imposed on Landlord. Therefore, any rent or other sums, if any, payable by Tenant to Landlord under this Lease which are not paid on or before the fifth (5th) day of each month, will be subject to a late charge of

five percent (5%) of the amount due. Such late charges will be due and payable as additional rent on or before the next Rent Day. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

5.02 Any rent, late charges or other sums payable by Tenant to Landlord under this Lease not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to the greater of ten percent (10%) or five (5) percentage points above the base rate of interest per annum from time-to-time published or announced by Bank of America to its best commercial customers, as of the date when such rent, late charges or other sums became due, but not in excess of the maximum interest rate permitted by law. Such interest will be due and payable as additional rent on or before the next Rent Day, and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Lease until actually paid by Tenant.

5.03 Any default in the payment of rent, late charges or other sums will not be considered cured unless and until the late charges and interest due hereunder are paid by Tenant to Landlord. If Tenant defaults in paying such late charges and/or interest, Landlord will have the same remedies as on default in the payment of rent. The obligation hereunder to pay late charges and interest will exist in addition to, and not in the place of, the other default provisions of this Lease.

SECTION 6: TAXES, ASSESSMENTS, OPERATING EXPENSES, TENANT'S PROPORTIONATE SHARE AND UTILITIES

6.01 Additional Rent. Tenant agrees to pay as additional rent for the Premises their proportionate share of all taxes and assessments, general and special, all water rates and all other governmental impositions (collectively, "Taxes") which may be levied on Land or Improvements of which the Premises are a part, and all insurance and operating expenses with respect to the Land or Improvements during or pertaining to the Term and any extensions thereof. Tenant's proportionate share shall be 5.56% when Premises are finally determined ("Tenant's Proportionate Share"). Tenant shall pay Tenant's Proportionate Share of all such Taxes, and insurance and operating expenses by paying to Landlord on the first day of each month of the Term an amount estimated by Landlord to be equal to one-twelfth (1/12) of such Taxes, insurance and operating expenses for the calendar year. Initially such monthly payment shall be Five Hundred Fifty and 00/100 Dollars (\$550.00). Subsequent to the end of each lease year and/or partial lease year, Landlord shall furnish Tenant with a statement of Tenant's Proportionate Share of the Taxes, insurance and operating expenses for such period. Tenant shall be permitted to inspect all such costs and bills at Landlord's premises. If the amount paid by Tenant under this Section for such period shall be less than the actual amount due from Tenant for such period as shown on such statement, Tenant shall pay Landlord such deficiency within thirty (30) days after the furnishing of such statement. If such payments by Tenant, for such period exceed the actual amount due from Tenant for such period as shown on such statement, such excess shall be credited against the next installments due under this Section, or upon expiration of the Term, such excess shall be refunded to Tenant. In the event any assessment is or may be payable in installments, Landlord agrees to elect to pay same in installments, and Tenant's liability therefore shall be limited to those installments attributable to the Term or the period beyond the expiration of the Term during which Tenant retains possession of the Premises. For purposes hereof, Taxes shall include, but shall not be limited to, the following:

(i) any tax, assessment, water rate, sales tax, use tax, fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, imposition, penalty or tax imposed by any lawful taxing authority against the Land, buildings and Improvements presently and/or at any time during the Term comprising the Premises; (ii) any tax on the Landlord's right to receive, or the receipt of, rent or income from the Premises or against Landlord's business of leasing the Premises (excluding Landlord's, or Landlord's affiliates, income tax, franchise tax, estate or inheritance tax and single business tax obligation or any replacement for such taxes); (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises by any governmental agency; (iv) any tax imposed upon this transaction; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. In addition, any reasonable costs, expenses and attorneys' fees (including the cost of tax consultants) incurred by Landlord in connection with the negotiation for reduction of the assessed valuation of the Land, buildings and Improvements comprising the Premises and any protest or contest of taxes shall be included in such term, provided, however, such costs, expenses and fees shall in no event exceed the tax savings obtained as a result of such reduction in assessed valuation.

In the event that during the Term of any extension thereof: (i) the real property taxes levied or assessed against the Premises are reduced or eliminated, whether the cause is a judicial determination of unconstitutionality, a change in the nature of the taxes imposed or otherwise, and (ii) there is levied, assessed or otherwise imposed on the Landlord, in substitution for all or part of the tax thus reduced or eliminated, a tax (the "Substitute Tax") which imposes a burden upon Landlord by reason of its ownership of the Premises, then to the extent of such burden the Substitute Tax will be deemed a real estate tax for purposes of this paragraph. Tenant is responsible for plan review fees, permits and inspections fees, if any, incurred or required as a result of Tenant's occupancy.

6.02 Utilities. Tenant agrees to pay all charges made against the Premises for gas, heat, electricity and all other utilities as and when due during the continuance of this Lease. Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord supplying or distributing such utility), (ii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or Improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant. Landlord agrees to coordinate the transfer of billing to Tenant. Tenant shall be responsible for the cost of providing security and guards for the Premises.

6.03 Personal Property Taxes. Tenant shall pay, before delinquency, all taxes assessed, levied, charged or unpaid against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant or against any leasehold interest, right of occupancy or any investment of Tenant in the Premises. If any of Tenant's personal property or the foregoing items are taxed with the Land or Improvements, Tenant shall pay Landlord the taxes for the personal property or such items within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

6.04 Common Areas. As used in this Lease the term “operating expenses” shall mean all costs and expenses of every kind and nature paid or incurred by Landlord in the operation, managing, and maintenance of the entire Common Area. Such costs and expenses shall include by way of illustration, but not limitation, lighting, heating, air conditioning, plumbing systems, roof, electrical systems utilities, personal property taxes, cleaning (including windows), rubbish removal, landscaping, snow removal, line painting, parking lot policing, repairs and replacements, management fees, decorations, pest extermination, the cost of landscaping, drainage and lighting facilities as may from time-to-time be necessary, all reasonable salaries and compensation in connection with such operation and maintenance (including all fringe benefits and workers’ compensation premiums and any legal, architectural and engineering fees). The cost of operation and maintenance shall include the depreciation of the cost of acquiring and installing the equipment used in maintenance and any equipment and facilities acquired by Landlord to reduce energy consumption or to otherwise reduce such costs and expenses of operating and maintaining the Common Areas and interest charges paid in connection with financing the cost of such equipment, but shall not include the original cost of such equipment or replacements thereof. For purposes of this Lease, the term “Common Areas” shall be defined as the areas designated by Landlord as Common Areas from time-to-time, including by way of example and not limitation, all parking areas, access roads and facilities which may be furnished by Landlord, including all parking areas, package delivery areas, driveways, sidewalks, courts and ramps, signage, landscaped and planting areas, retaining walls, any utility systems or other facilities which are used in the operation of, or in connection with the Land or Improvements, and other Improvements which may be provided by the Landlord for the general use in common of the Tenants, their officers, agents, employees and customers.

SECTION 7: USE OF THE PREMISES AND SIGNAGE

7.01 The Premises during the continuance of this Lease will be used and occupied for retail sale and cultivation of cannabis and related purposes only and for no other purpose without the prior written consent of Landlord. The Premises will be in compliance with all State laws, ordinances and regulations, and the parties agree and understand that the use does not comply with Federal law. Tenant agrees that it will not use or permit any person to use the Premises or any part thereof for any use or purposes in violation of the laws of the United States, the laws, ordinances or other regulations of the State and municipality in which the Premises are located, or of any other lawful authorities. During the Term or any extended term, Tenant will keep the Premises and every part thereof and all buildings at any time situated thereon in a clean and wholesome condition and generally will comply with all lawful health and policy regulations. All signs and advertising displayed in and about the Premises will be such only as to advertise the business carried on upon the Premises and Landlord will control the location, character and size thereof using reasonable standards. No signs will be displayed except as approved in writing by Landlord, and no awning will be installed or used on the exterior of the building unless approved in writing by Landlord using reasonable standards. Tenant agrees to comply with Rules and Regulations provided by Landlord from time-to-time, a copy of the current Rules and Regulations are attached hereto as Exhibit “D”.

7.02 Manner of Use. Tenant shall not cause or permit the Premises to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which

interferes with the rights of tenants of the development of which the Premises is part, or which constitutes nuisance or waste.

7.03 Indemnity. Tenant shall indemnify and defend Landlord against and hold Landlord harmless from any and all costs, claims or liability damage or expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property or any other matter arising from: (i) Tenant's use and occupancy of the Premises; (ii) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Premises; (iii) any breach or default in the performance of Tenant's obligations under this Lease; (iv) any misrepresentation or breach of warranty by Tenant under this Lease; or (v) other acts or omissions of Tenant, except for any claim arising out of Landlord's negligent acts or omissions or willful misconduct. Tenant shall reimburse Landlord for any reasonable legal fees or costs incurred by Landlord in connection with any such claim. The foregoing indemnity and hold harmless agreement shall extend to the holder of any first mortgage upon Landlord's interest in the Premises. As a material part of the consideration to Landlord, Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's negligent acts or omissions or willful misconduct.

7.04 Tenant shall be permitted to install at its expense, one (1) sign in the front of the Premises on the building which includes the Premises, subject to all municipal and governmental laws, codes and regulations, and subject to the Landlord's approval which approval shall not be unreasonably withheld.

SECTION 8: INSURANCE

8.01 Tenant will obtain, at Tenant's expense, and maintain at all times until termination of this Lease and surrender of the Premises to Landlord, a policy or policies of insurance providing the insurance protection described in Section 8.02 and 8.05. Landlord will retain in its possession the original policy and all endorsements, renewal certificates and new policies, if any, issued during the Term, but will provide Tenant upon request certificates evidencing the existence of the policy. Tenant acknowledges that the payment of the premiums is Tenant's responsibility.

8.02 The liability coverage under the policy will name Landlord and Landlord's mortgagee, only, as insured parties, and will provide comprehensive general public liability insurance coverage against claims for or arising out of bodily injury, death or property damage, occurring in, on or about the Premises or property in, on or about the streets, sidewalks or properties adjacent to the Premises. The limits of coverage will be, if dual limits are provided, initially, not less than Five Million and 00/100 Dollars (\$5,000,000.00) with respect to injury or death of a single person, not less than Five Million and 00/100 Dollars (\$5,000,000.00) with respect to any one occurrence and not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to any one occurrence of property damage, or, in the alternative, a single limit policy in the amount of Five Million and 00/100 Dollars (\$5,000,000.00), and thereafter in such reasonably appropriate increased amounts as may be determined by Landlord or Landlord's mortgagee; provided, however, that the amount of coverage will not be increased more frequently than at one (1) year intervals.

8.03 The Landlord shall obtain a policy insuring the Improvements, as defined in Section 1.01 hereof (but not any personal property, fixtures or equipment of Tenant), for full replacement cost against loss by fire, with standard extended risk coverage, vandalism, malicious mischief, sprinkler leakage and all other risk perils. The named insureds will be Landlord and Landlord's mortgagee, only. The amount of this insurance may be increased upon notice to Tenant on the recommendation or requirement of Landlord or Landlord's mortgagee, in order to reflect increases in the replacement cost of the Improvements. Tenant shall reimburse Landlord for Tenant's Proportionate Share of the premiums for such insurance as an operating expense under Section 6.04.

8.04 Landlord's policy also will provide loss of rents coverage sufficient, as reasonably determined by Landlord, to cover the net rental and all other charges which are the obligations of all tenants in the Improvements for a 12-month period from the date of any loss or casualty.

8.05 In addition to the insurance required by Section 8.02, above, and not by way of substitution therefore, Tenant shall obtain, at its own expense, a general public liability insurance policy, including blanket contractual coverage, which shall name Landlord and Landlord's mortgagee as additional insureds. The policy shall contain cross-liability endorsements, and shall have the same limits of coverage as their interest may appear, subject to the following limitations: (i) Landlord shall be entitled to be included as an additional insured only to the extent of its vicarious liability arising out of the alleged negligence or wrongful acts or omissions of Tenant; or (ii) Landlord shall be entitled to a defense as an additional insured only to the extent the complaint against it alleges vicarious liability of Landlord arising out of the alleged negligence or wrongful acts or omissions of Tenant. Such policy shall be issued by an insurance company having an A.M. Best Company rating of not less than "A-IX". The policy procured by Tenant under this Subsection 8.05 must provide for at least thirty (30) days' written notice to Landlord of any cancellation. At Tenant's option, either a certificate of insurance or the original policy will be delivered by Tenant to Landlord prior to the effective date thereof. Tenant will deliver certificates of renewal for such policies to Landlord at least thirty (30) days prior to the expiration dates thereof. The insurance provided by Tenant under this Subsection 8.05 may be in the form of a blanket insurance policy covering other properties as well as the Premises; provided, however, that any such policy or policies of blanket insurance must specify therein, or Tenant must furnish Landlord with a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts required by Subsection 8.02 hereof; provided, however, that any such policy or policies of blanket insurance must, as to the Premises, otherwise comply as to endorsements and coverage with the other provisions of this Subsection 8.05.

8.06 Except with respect to the insurance required by Subsections 8.02 and 8.05, neither Landlord nor Tenant may take out separate insurance concurrent in form or contributing in the event of loss with that required under Section 8 unless Landlord and Tenant are included therein as the insured payable as provided in this Lease. Each party will notify the other immediately of the placing of any such separate insurance.

8.07 If Tenant fails to provide all or any of the insurance required by this Section 8 or subsequently fails to maintain such insurance in accordance with the requirements thereof, Landlord may (but will not be required to) procure or renew such insurance, and any amounts paid by Landlord

for such insurance will be additional rental due and payable on or before the next Rent Day, together with late charges and interest as provided in Section 5.

SECTION 9: DAMAGE BY FIRE OR OTHER CASUALTY

9.01 (a) In the event the Premises are damaged or destroyed in whole or in part by fire or other insured casualty and insurance proceeds sufficient to restore the damage have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Premises, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs and restoration can, in Landlord's reasonable opinion, be made within one hundred eighty (180) days after the occurrence of such damage without the payment of overtime or other premiums, and until such repairs and restoration are completed the rent and additional rent due hereunder shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business. Landlord agrees to notify Tenant within thirty (30) days after such casualty whether or not it will be able to repair and restore the Premises within said one hundred eighty (180) day period and the time it anticipates the repairs to take. Such notice shall set forth the approximate length of time Landlord estimates will be required to complete such repairs and restoration. Notwithstanding anything to the contrary contained herein, if Landlord cannot, or estimates it cannot, make such repairs and restoration within said one hundred eighty (180) day period, then Tenant may, by written notice to Landlord, cancel this Lease as of the date of the occurrence of such damage, provided such notice is given to Landlord within fifteen (15) days after Landlord notifies Tenant of the estimated time for completion of such repairs and restoration. In the event Landlord elects to restore the Premises but fails or is unable to deliver possession to Tenant within two hundred forty (240) days from the date of such damage (as such period shall be extended due to weather conditions, acts of God, unavailability of labor or materials, or other causes not within Landlord's reasonable control) then Tenant may, within fifteen (15) days after the expiration of such one hundred eighty (180) day period, as extended, terminate this Lease by written notice to Landlord, in which event this Lease shall terminate as of the date of such notice, unless possession is delivered or can be delivered prior to the date of Tenant's notice of termination. In the event Landlord elects to restore and repair the damage, Tenant shall pay Landlord the deductible amount (if any) under Landlord's insurance policies. There shall be no abatement of rent in the event the damage or destruction was caused by the negligent or willful act of Tenant and no abatement of rent or liability by reason of any injury to or interference with Tenant's business or property arising from the making of any such repairs, alteration or Improvements in or to fixtures, appurtenances and equipment. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture and furnishings or on any fixtures or equipment removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of Improvements installed in the Premises by Tenant.

(b) In case the Premises shall be so injured or damaged, whether by fire or otherwise, or in the event sufficient insurance proceeds are not or will not be made available to Landlord, such that Landlord, within sixty (60) days after the happening of such injury, shall elect not to reconstruct or rebuild the Premises, then notwithstanding anything contained herein to the contrary, upon notice in writing to that effect given by Landlord to Tenant within sixty (60) days, Tenant shall pay the rent,

properly apportioned up to date of such occurrence, this Lease shall terminate from the date of delivery of said written notice, and both parties hereto shall be freed and discharged from all further obligations hereunder.

(c) If the Premises are damaged or destroyed to the extent of twenty-five percent (25%) or more of their value during the last twelve (12) months of the Term, the Tenant or the Landlord may cancel this Lease.

SECTION 10: REPAIRS

10.01 Tenant agrees at its own expense to keep the Premises, including all electrical, mechanical and plumbing systems at all times in good appearance and repair except for reasonable and normal wear and tear. Tenant shall keep the Premises (including all interior walls, overhead doors and doorways, the exterior and interior portion of all doors, door checks, windows, window frames, plate glass, all plumbing and sewage facilities, including free flow up to the main sewer line, fixtures, heating and air conditioning and sprinkler system, roof, foundation, walls, floors and ceilings, all structural and non-structural elements, craneways, cranes, electrical buss ducts, fluorescent tubes, light bulbs, ballasts, mechanical, electrical and plumbing systems, interior, exterior, and all other systems and equipment) in good order, condition and repair during the Lease Term. The plumbing and sewage facilities serving the Premises shall not be used for any purpose other than that for which they are constructed, nor shall Tenant introduce any matter therein which results in blocking the said facilities. Tenant hereby agrees to be responsible for any expenses incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensee or contractors. Tenants with cranes owned by the Landlord are fully responsible for compliance with OSHA and other governmental regulations, and are fully responsible for returning cranes to Landlord in good operating condition and in compliance with OSHA requirements. Safety and load switches must be used at all times, and any damage to the drum or other parts will be repaired at Tenant's expense. Tenant shall promptly replace any portion of the Premises or system or equipment in the Premises which cannot be fully repaired, except for items that are capital expenditures the amortization of the cost of which extends beyond the Lease Term. Tenant shall also maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system, by a licensed heating and air conditioning contractor. Tenant shall not authorize or permit any work to Tenant owned or maintained rooftop HVAC units which requires a penetration of the roof membrane without Landlord's prior written consent. However, Landlord shall have the right, upon written notice to Tenant, to undertake the responsibility for preventive maintenance of the heating and air conditioning system, at Tenant's expense. It is the intention of Landlord and Tenant that, at all times during the Lease Term, Tenant shall maintain the Premises in an attractive, first-class and fully operative condition. Landlord shall not be called upon to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, licensees or contractors, except to the extent that Landlord is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss. Landlord shall not be called upon to make any Improvements or repairs of any kind within the Premises except as expressly provided herein.

10.02 Notwithstanding any other provision of this Lease, from and after the date Tenant takes occupancy of the Premises any repairs, additions or alterations to the Premises or any of its systems (e.g., plumbing, electrical, mechanical) structural or non-structural, which are required by any law, statute, ordinance, rule, regulation or governmental authority or insurance carrier, including, without limitation, OSHA, will be the obligation of Tenant. Landlord will assign to Tenant the benefit of all guarantees and warranties covering the Improvements and the systems thereof.

SECTION 11: PAYMENT FOR SERVICES RENDERED BY LANDLORD

11.01 If Landlord at any time: (i) does any work or performs any service in connection with the Premises, or (ii) supplies any materials to the Premises, and the cost of the services, work or materials is Tenant's responsibility under the provisions of this Lease, Landlord will invoice Tenant for the cost, plus ten percent (10%) of such cost to reimburse Landlord for its administration expense, payable within thirty (30) days after delivery of the invoice. This Section will apply to any such work, services or materials, whether furnished at Tenant's request or on its behalf and whether furnished or caused to be furnished by Landlord or its agents, employees or contractors. All amounts payable under this Section will be additional rental, and failure by Tenant to pay them when due will be a default under this Lease and further will result in the assessment of late charges and interest under Section 5.

SECTION 12: ALTERATIONS

12.01 Tenant shall not make any alterations, additions, or improvements to the Premises without the written consent of Landlord, and, if required by the terms of any mortgage on the Premises, the written consent of the mortgagee. All alterations, additions or improvements made by either of the parties hereto on the Premises will be the property of Landlord and will remain on and be surrendered with the Premises at the termination of this Lease, except that alterations, additions or Improvements made by Tenant must be removed and the Premises restored by Tenant, if so required by Landlord and if requested by Landlord to be removed within ninety (90) days before the end of this Lease. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or Improvements constructed in violation of this Section 12.01 upon Landlord's written request. Tenant shall be responsible, at its expense, to obtain all required permits, inspections and approvals for the prosecution of its work. All alterations, additions, and Improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as-built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Premises.

12.02 Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to

afford protection to the limit, for each occurrence of not less than Two Million and 00/100 Dollars (\$2,000,000.00) with respect to personal injury or death and One Million and 00/100 Dollars (\$1,000,000.00) with respect to property damage naming Landlord as additional named insured and loss payee; and (b) worker's compensation or similar insurance in form and amounts required by law.

SECTION 13: LIENS

13.01 After the Commencement Date, Tenant will keep the Premises free of liens of any sort and will hold Landlord harmless from any liens which may be placed on the Premises except those attributable to the acts of Landlord. Tenant agrees to bond against or discharge any mechanic's or materialmen's lien arising out of the work performed at Tenant's request within forty-five (45) days (unless a shorter time period is required in writing by Landlord's lender) after written request therefore by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of such liens and/or the removal of same (including reasonable attorney's fees), such reimbursement to be made within forty-five (45) days after receipt by Tenant from Landlord of an itemized statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said forty-five (45) day period shall carry with it the same consequences as failure to pay any installment of rent.

SECTION 14: EMINENT DOMAIN

14.01 If any portion of the building's net rentable area is condemned or taken in any manner (including without limitation any conveyance in lieu thereof) for any public or quasi-public use, then either Landlord or Tenant may terminate this Lease as of the date title is vested in the condemning authority by written notice to the other. If more than twenty-five percent (25%) of the parking area is so condemned or taken resulting in the number of parking spaces remaining being less than the number required by applicable zoning or other code for the building, then either Landlord or Tenant may terminate this Lease as of the date title is vested in the condemning authority by written notice to the other.

14.02 If this Lease is not terminated following such a condemnation or taking, Landlord, as soon as reasonably practicable after such condemnation or taking and the determination and payment of Landlord's award on account thereof, shall expend as much as may be necessary of the net amount which is awarded to Landlord and released by Landlord's mortgagee, if any, in restoring (consistent, however, with zoning laws and building codes then in existence), the building to an architectural unit as nearly like its condition prior to such taking as shall be practicable. If such reconstruction cannot likely be completed, in the Landlord's opinion, within one hundred eighty (180) days from the date the condemnation award is paid to Landlord, then Tenant may terminate this Lease. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the building, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the building to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the estimated net amount which may be awarded to Landlord and the estimated cost of such restoration.

14.03 If this Lease is not terminated pursuant to Section 14.01, the minimum net rental payable by Tenant shall be reduced in proportion to the reduction in net rentable area of the building by reason of the condemnation or taking. If this Lease is terminated pursuant to Section 14.01, the minimum net rental and other charges which are the obligation of Tenant hereunder shall be apportioned and prorated accordingly as of the date of termination.

14.04 The whole of any award or compensation for any portion of the Premises taken, condemned or conveyed in lieu of taking or condemnation shall be solely the property of and payable to Landlord. Nothing herein contained shall be deemed to preclude Tenant from seeking, at its own cost and expense, an award from the condemning authority for loss of its business, the value of any trade fixtures or other personal property of Tenant in the Premises or moving expense, provided that the award for such claim or claims shall not be in diminution of the award made the Landlord. If a termination of this Lease shall preclude Tenant from receiving an award as described in this Section 14.04, this Lease shall remain untermiated, but Tenant's right to possession and obligation to pay rent and additional rent after the date of the taking shall cease.

SECTION 15: ASSIGNMENT OR SUBLETTING

15.01 Tenant may not voluntarily or involuntarily assign this Lease or sublet any of the Premises to any other person without the prior written consent of Landlord.

15.02 If Tenant assigns all its rights and interest under this Lease, the assignee under such assignment shall expressly assume all the obligations of Tenant hereunder by a written instrument delivered to Landlord at the time of such assignment. Each sublease of any of the Premises shall be subject and subordinate to the provisions of this Lease.

15.03 Tenant shall, within ten (10) days after the execution and delivery of any assignment or sublease, deliver a duplicate original copy thereof to Landlord which, in the event of an assignment, shall be in recordable form.

15.04 Tenant shall not have the power to mortgage, pledge or otherwise encumber its interest under this Lease and any such mortgage, pledge or encumbrance made in violation of this Section 15 shall be void and of no force and effect.

15.05 Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to apply the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent by Landlord to an assignment or subletting that requires consent shall not be deemed consent to any subsequent assignment or subletting. In the event of default of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor.

SECTION 16: INSPECTION OF THE PREMISES

16.01 Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Premises upon forty-eight (48) hours written notice (emergency excepted) at all reasonable times during business hours for the purpose of inspection the same. If the Landlord deems any repairs necessary Landlord may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith within forty-five (45) days' pay to the Landlord the cost thereof with interest at eighteen percent (18%) per annum.

SECTION 17: FIXTURES AND EQUIPMENT

17.01 All fixtures and equipment paid for by Landlord and all fixtures and equipment which may be paid for and placed on the Premises by Tenant from time-to-time, but which are so incorporated and affixed to Improvements which cannot be repaired by Tenant that their removal would involve damage or structural change to Improvements, will be and remain the property of Landlord. Tenant shall remove all of its equipment and trade fixtures and shall repair all damage to the Premises caused by such removal.

17.02 All furnishings, equipment and trade fixtures other than those specified in Section 17.01, which are paid for and placed on the Premises by Tenant from time-to-time (other than those which are replacements for fixtures originally paid for by Landlord) will remain the property of Tenant.

SECTION 18: TENANT'S EQUIPMENT

18.01 Tenant shall be the owner of its equipment and shall be entitled to any condemnation or insurance proceeds attributable to the equipment. Tenant shall have the right, at Tenant's sole cost and expense, to make a separate claim in such proceedings for the removal of Tenant's equipment. The equipment installed by Tenant shall be the property of Tenant and may be removed at the termination of its tenancy, provided that Tenant will repair any damage to the Premises caused by such removal. The term "equipment" shall mean all appliances, fixtures and furnishings now or hereafter placed upon the Premises, including, without limitation, all computers, audio video conferencing equipment, Lab Equipment, utility distribution systems, and hoisting systems.

SECTION 19: NOTICE OR DEMANDS

19.01 Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one (1) party to the other, shall be effective only if in writing which is either (i) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (ii) by Federal

Express or other similar next business day air courier, or (iii) sent by electronic mail (i.e., email) at the email address below. Notice shall be deemed given upon personal delivery or sending an email, or one (1) business day following mailing or deposit with an air courier. Notices shall be deemed properly addressed if given at the following addresses:

- (a) If to Tenant: R.J.B. Enterprises, LLC DBA Pleasantrees
41900 Executive Drive
Harrison Twp., MI 48045
Email: RJB@enjoypleasantrees.com

- (b) If to Landlord: Lincoln Tech Center, LLC
45511 Market Street
Shelby Twp., MI 48315
Attn: Jim George
Email: jim.george@deltamanagement.biz

SECTION 20: BREACH; INSOLVENCY; RE-ENTRY

20.01 If any rental payable by Tenant to Landlord remains unpaid for more than five (5) days after same is due, or if Tenant violates or defaults in the performance of any other of its obligations in this Lease and the violation or default continues for a period of ten (10) days after written notice, then Landlord may (but will not be required to): (i) Terminate this Lease and Tenant's right to possession of the Premises by any lawful means, as if the expiration of the term fixed in any notice to Tenant were the end of the Lease Term originally demised, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant, as damages for loss of bargain and not as a penalty, all amounts incurred by Landlord by reason of Tenant's default, including (a) the worth at the time of the award of the unpaid Base Monthly Rent, Additional Rent and other charges which had been earned at the time of the termination; (b) the worth at the time of the award of the amount by which the unpaid Base Monthly Rent, Additional Rent and other charges which would have been earned after termination until the time of the award exceeds the amount of such rental loss that could have been reasonably avoided; (c) the worth at the time of the award of the amount by which the unpaid Monthly Base Rent, Additional Rent and other charges which would have been paid for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including attorneys' fees and expenses incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (a) and (b) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of three percent (3%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (b) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of two percent (2%).

(ii) Re-enter and take possession of the Premises or any part thereof, and repossess same as Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove

the effects of both or either, using such means for such purposes as may be reasonably necessary, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to re-enter as provided in this Subsection or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time-to-time, without terminating this Lease, relet the Premises or any portion thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry and/or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in said notice.

(iii) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Michigan.

(iv) In the event that Landlord does not elect to terminate this Lease as permitted in (i) hereof, but on the contrary, elects to take possession as provided in (ii), Tenant shall pay to Landlord; (a) the rent and other sums as herein provided, which would be payable hereunder if such repossession had not occurred, less (b) the net proceeds, if any, of any reletting of the Premises after deducting all Landlord's reasonable expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration and repair costs and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the existing Term, or the Premises covered thereby include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the net proceeds from such reletting.

Landlord will not be liable for damages to person or property by reason of any legitimate re-entry or forfeiture, and Landlord will be aided and assisted by Tenant, its agents, representatives and employees. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein will not be relinquished or extinguished for the balance of the Term, and any rentals prepaid may be retained by Landlord and applied against the cost of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by or involving Landlord to enforce the provisions of, or the collection of the rentals due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for

all, or substantially all, of its assets, makes a general assignment for the benefit of its creditors, fails generally to pay its debts as they become due, or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and, to the extent from time-to-time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in the preceding paragraph of this Section 20. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within sixty (60) days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its selection to be the tenant hereunder was premised in material part on Landlord's determination of Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's further determination that Tenant and the character of its occupancy and use of the Premises would be compatible with the nature of the Premises and other adjacent properties of Landlord. Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to complying will all other requirements for assumption or assignment under the Federal Bankruptcy Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide adequate assurance of future performance, including but not limited to a deposit, the amount of which shall be reasonably determined based on the duration of time remaining in the Term, the physical condition of the Premises at the time the proceeding was filed, and such damages as may be reasonably anticipated after reinstatement of the Lease, taking into account rental market conditions at the time of the reinstatement. In the event of an assignment, the Landlord must be reasonably assured that the financial condition of the assignee is sound, and that its use of the Premises will be compatible with the nature of the Premises and other adjacent properties of Landlord.

In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-lease the Premises or any portion(s) of the Premises for a term or terms and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease. In such event Tenant will pay to Landlord as liquidated damages for Tenant's default any deficiency between the total rent reserved and the net amount, if any, of the rents and other charges collected on account of the Lease or leases of the Premises which otherwise would have constituted the balance of the Term of this Lease. In computing such liquidated damages, there will be added to the deficiency any expenses which Landlord may incur in connection with re-leasing, such as legal expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the Rent Day and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total rent and other charges reserved hereunder and the fair and reasonable rental of the Premises, both discounted at two percent (2%) per annum to present value at the time of declaration of forfeiture.

Whether or not forfeiture has been declared, Landlord will not be obliged or be responsible in any way for failure to re-lease the Premises or, in the event that the Premises are re-leased, for failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of the Premises will not release or affect Tenant's liability for rent or damages.

20.02 Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any and all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to any attorney, shall also be recoverable by Landlord from Tenant.

SECTION 21: SURRENDER OF PREMISES ON TERMINATION

21.01 At the expiration (or earlier termination) of the Term, Tenant will surrender the Premises broom clean and in as good condition and repair as they were at the time Tenant took possession, reasonable wear and tear, takings by condemnation or related process and damage by fire and casualty excepted, and promptly upon surrender will deliver all keys and building security cards for the Premises to Landlord at the place then fixed for payment of rent. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, together with liquidated damages in an amount equal to the amount of minimum net rental plus all other charges which would have been payable by Tenant under this Lease if term of this Lease had been extended for the period of time reasonably required for Landlord to repair or restore the Premises to the condition called for herein, shall be invoiced to Tenant and shall be payable as additional rent within forty-five (45) days after receipt of invoice.

SECTION 22: PERFORMANCE BY LANDLORD OF THE COVENANTS OF TENANT

22.01 If Tenant fails to pay any sum of money, other than rental, required to be paid hereunder or fails to perform any act on its part to be performed hereunder, including without limitation the performance of all covenants pertaining to the condition and repair of the Premises pursuant to Section 10, above, and such failure shall continue for a period of thirty (30) days (or a reasonable period of less than thirty (30) days when life, person or property is in jeopardy) after notice thereof by Landlord, Landlord may (but shall not be required to), and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises, if so performed by Landlord hereunder, shall be deemed additional rental and, together with interest thereon at the rate set forth in Section 5.02, from the date of payment by Landlord until the date of repayment by Tenant to Landlord, shall be payable to Landlord with five (5) days after receipt of invoice by Tenant. On default in such payment, Landlord shall have the same remedies as on default in payment of rent. The rights and remedies granted to Landlord under this Section 22 shall be in addition to, and not in lieu of all other remedies, if any, available to Landlord under this Lease or otherwise, and nothing

herein contained shall be construed to limit such other remedies of Landlord with respect to any matters covered herein.

SECTION 23: SUBORDINATION; ESTOPPEL CERTIFICATES

23.01 Tenant agrees that Landlord may choose to make this Lease subordinate or paramount to any construction loans, mortgages, trust deeds and ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder, and to the interest and charges thereon, and all renewals, replacements, and extensions thereon, provided the mortgagee, lessor or trustee named in any such mortgages, trust deeds or leases agrees to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant will execute promptly any instrument or certificate that Landlord may request to conform such subordination. In the event that the holder of the first mortgage or deed of trust succeeds to the interest of the Landlord under this Lease, Landlord shall be obligated to deliver to such successor mortgagee or assignee the security deposited hereunder and such successor mortgagee or assignee shall not be liable for, nor subject to, any set-off, abatement or deduction of rent by reason of any default by Landlord or any prior landlord or be obligated for the return of Tenant's security deposited hereunder, if any, unless received in cash by such mortgagee or assignee. Tenant shall take no steps to terminate this Lease without first giving prior written notice to such mortgagee, lessor or trustee, and shall provide such superior party the right and opportunity to cure within sixty (60) days (without such party being obligated to cure), any default on the part of the Landlord hereunder.

23.02 Attornment. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, or by deed in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease so long as such successor or the transferee agrees to not disturb Tenant's possession of the Premises if Tenant is not in default of this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

23.03 Tenant, within ten (10) business days after request (at any time or times) by Landlord, will execute and deliver to Landlord, an estoppel certificate identifying the Commencement Date and expiration date of the Term and stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. The certificate also will confirm the amount of Base Monthly Rent and additional rent as of the date of the certificate, the date to which the rent has been paid in advance, and the amount of any Security Deposit or prepaid rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) business day period, the accuracy of the proposed certificate will be deemed conclusively confirmed.

23.04 Modifications. If, in connection with the procurement, continuation or renewal of any financing for which the Premises represents collateral in whole or in part, an institutional lender shall request reasonable modifications of this Lease as a condition of such financing, Tenant

will not unreasonably withhold its consent thereto provided that such modifications do not increase the obligations of Tenant hereunder or adversely affect any rights of Tenant or decrease the obligations of Landlord.

23.05 Landlord agrees, within one hundred eighty (180) days following the execution of this Lease by all parties, to obtain a subordination, non-disturbance and attornment agreement from the holder of the existing first mortgage on the Premises, provided, however, in no event shall the failure or inability to obtain same in any way affect Tenant's obligations hereunder.

SECTION 24: QUIET ENJOYMENT

24.01 Landlord agrees that, subject to the rights of the holder of any mortgage, trust deed or ground or underlying lease to which this Lease is subordinate, at all times when Tenant is not in default under the provisions and during the Term of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through, or under Landlord.

SECTION 25: HOLDING OVER

25.01 If Tenant remains in possession of the Premises after the expiration of this Lease without executing a new lease and without the permission of Landlord, it will be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the provisions of this Lease to the extent that they can be applicable to a month-to-month tenancy, except that the minimum net rental for each month will be One Hundred Fifty percent (150%) of the regular monthly installments of minimum net rental set forth in Section 4.01, above.

SECTION 26: REMEDIES NOT EXCLUSIVE; WAIVER

26.01 Each and every of the rights, remedies and benefits provided by this Lease are cumulative, and are not exclusive of any other of said rights, remedies and benefits allowed by law.

26.02 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any

letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

26.03 One or more waivers of any covenant or condition by Tenant will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Tenant to or of any act by Landlord requiring Tenant's consent or approval will not be deemed to waive or render unnecessary Tenant's consent or approval to or of any subsequent similar act by Landlord. All waivers must be in writing and signed by the waiving party.

SECTION 27: WAIVER OF SUBROGATION

27.01 Landlord and Tenant for themselves and their successors and assigns hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on, or activities conducted on, the Premises, regardless of the cause of the damage or loss. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible property or resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage may have been occasioned by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease.

SECTION 28: RIGHT TO SHOW PREMISES

28.01 At any time during the last six (6) months of the Term of this Lease, Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises; provided Tenant receives twenty-four (24) hours written notice prior to Landlord showing the Premises.

SECTION 29: SECURITY DEPOSIT

29.01 NA

SECTION 30: INDEMNIFICATION

30.01 Tenant at its expense will defend, indemnify and save Landlord, its licensees, servants, agents, employees and contractors, harmless from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the condition of the Premises, and the use or misuse thereof by Tenant or any other person, the acts or omissions of Tenant, its licensees, servants, agents, employees or contractors, the failure of Tenant to comply with any

provision of this Lease, or any event on the Premises, whatever the cause; provided, however, that nothing herein shall be construed to require Tenant to indemnify Landlord against Landlord's own acts, omissions or neglect.

30.02 Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, Landlord shall be entitled to receive from Tenant all amounts incurred by Landlord for its attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action (i) instituted by Tenant, or by any third-party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant, except to the extent the claim alleges a loss is caused by a wrongful act or omission of Landlord; (ii) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (iii) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; of (iv) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any such claim or action.

30.03 Landlord's Consent. Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Section 15 (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

30.04 Landlord shall indemnify, defend and hold Tenant harmless from any loss, damage, claim of damage, liability or expense for bodily injury, caused by or arising out of the negligent or willful act or omission of Landlord.

SECTION 31: DEFINITION OF LANDLORD; LANDLORD'S LIABILITY

31.01 The term "Landlord" as used in this Lease so far as covenants, agreements, stipulations or obligations on the part of the Landlord are concerned is limited to mean and include only the owner or owners of fee title (or of ground leasehold interest) to the Premises at the time in question, and in the event of any transfer or transfers of the title of such fee the Landlord herein named (and in case of any subsequent transfers or conveyances the then-grantor) will automatically be freed and relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed including, but not limited to, any obligation to Tenant with respect to the Security Deposit referred to in this Lease upon assignment of same to the transferee, provided that the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then-transferee; and

If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord and Landlord shall not be personally liable for any deficiency.

SECTION 32: ENTIRE AGREEMENT

32.01 This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, agreements, stipulations, promises, conditions or understanding, either oral or written, between them other than herein set forth.

SECTION 33: GENERAL

33.01 Many references in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered interchangeable with pronouns of other genders.

33.02 All agreements and obligations of Tenant under this Lease are joint and several in nature. Any waiver or waivers by Landlord of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by Landlord with respect to any act, neglect or default by Tenant will not waive or make unnecessary Landlord's consent or approval with respect to any later similar act, neglect or default by Tenant.

33.03 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

33.04 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

33.05 Remedies Not Exclusive. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof, shall be waived, altered or modified except by written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Notwithstanding any unilateral termination of this Lease, this Lease shall continue in force and effect

as to any provisions hereof which require observance or performance of Landlord or Tenant subsequent to termination.

33.06 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

33.07 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

33.08 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third-party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

33.09 A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.

33.10 Tenant may record a Memorandum attesting to the existence and Term of this Lease, provided that Tenant also records a Memorandum attesting to the expiration or termination of this Lease upon its expiration or termination. If Tenant fails to record a Memorandum attesting to the expiration or termination of this Lease upon the expiration or termination of this Lease, then Tenant shall reimburse Landlord for any costs Landlord incurs, including legal fees, to clear title to the Premises with respect to the Memorandum recorded by Tenant pursuant to this Section 33.10.

33.11 This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

33.12 The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

33.13 Whenever under this Lease Landlord's consent or approval is required, except as may be otherwise specifically stated herein, Landlord shall withhold or delay such consent or approval, in its sole discretion.

SECTION 34: TOXIC MATERIALS

34.01 Tenant's Representations and Warranties. Tenant represents and warrants that it shall not engage in or conduct any activity or operation at the Premises (i) "Hazardous Substance

Activity”) which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance, except in either case in compliance with all Governmental Requirements; (ii) give prior notice to Landlord of any activity or operation to be conducted by Tenant at the Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of Hazardous Substance; (iii) gives notice to Landlord immediately upon acquiring knowledge of any Hazardous Materials Contamination with a full description thereof; (iv) promptly comply with any Governmental Requirements, permits, or licensing conditions governing the Release, discharge, emission or disposal by or on behalf of Tenant, its agents, employees, contractors, subcontractors, invitees, licensees, vendors, subtenants, assignees or transferees (collectively, the “Tenant Parties”) of any Hazardous Substance and prescribing methods for or other limitations on storing, handling or otherwise managing Hazardous Substances or requiring the removal, treatment or disposal of such Hazardous Substances and provide Landlord with satisfactory evidence of such compliance; (v) should any of the Tenant Parties use, suffer or permit the Premises to be used or maintained so as to subject Landlord or Tenant or any tenant or user of the Premises to a claim of violation of Governmental Requirements, immediately cease or cause a cessation of such use or operations, remedy and fully cure any conditions arising therefrom, promptly contain and remediate any Release of Hazardous Substances by any of the Tenant Parties, and remediate and pay for any resultant damage to property, persons, and/or the environment; (vi) give prompt notice to Landlord, and all appropriate regulatory authorities, of any Release of any Hazardous Substance or Hazardous Materials Contamination arising from or related to Tenant Parties’ Hazardous Substance Activity, which is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the Release and any resultant damage to property, persons, or the environment; (vii) at Landlord’s request from time-to-time, execute affidavits, representations and the like concerning Tenant’s best knowledge and belief regarding the presence of Hazardous Materials Contamination in the Premises; (viii) immediately after Tenant receives notice or knowledge of same, advise Landlord in writing of any and all enforcement, clean-up, remedial, removal or other governmental or regulatory actions or investigations, inquiries, suits, claims, citations, directives, summonses, proceedings, complaints, notices, orders, writs or injunctions instituted, completed or threatened pursuant to any applicable Governmental Requirements, and of all claims made or threatened by any third-party against Tenant, Landlord or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Substances on or about the Premises, and (ix) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence of any Hazardous Materials Contamination and in compliance with the then-current applicable Governmental Requirements and clean-up standards with respect to Hazardous Substances and Hazardous Materials Contamination.

34.02 Default. In the event that Tenant fails to comply with the requirements of this Section 34, after notice to Tenant and the earlier of the expiration of any applicable cure period hereunder or the expiration of the applicable cure period permitted under applicable Governmental Requirements, if any, the Landlord may, but shall not be obligated to, exercise its right to do one or more of the following: (i) elect that such failure constitutes a default; and (ii) enter onto the Premises or take such other actions as it reasonably deems necessary or advisable to clean-up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substances or Hazardous Materials Contamination on the Premises. All costs incurred pursuant to this Section, including attorney’s fees, shall become immediately due and payable as additional rent hereunder.

34.03 Indemnification. Tenant shall defend, indemnify and hold harmless Landlord, any and all persons or entities owned or controlled by or affiliated with Landlord and their respective employees, agents, officers, and directors (collectively, the "Landlord Parties") from and against any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, consultants fees, investigation and laboratory fees, attorney's fees, expenses and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the expiration or termination of this Lease) be paid, incurred or suffered by or asserted against the Landlord Parties or any one of them by any person or entity or governmental agency to the extent resulting from or relating to (i) Tenant Parties' Hazardous Substance Activities or the presence, disposal, release or threatened release, escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Substance by a Tenant Party on, over, under, from or affecting the Premises; (ii) the environmental condition and/or Hazardous Materials Contamination of the Premises as a direct or indirect result of the Tenant Parties' activities upon the Premises; (iii) any violation by Tenant of any Governmental Requirements applicable to the Premises; or (iv) any personal injury or property damage arising out of or related to Tenant's Hazardous Substance Activities at or arising from Tenant's use of the Premises. Tenant shall be solely responsible for all costs arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises to the condition existing prior to the appearance of Tenant's Hazardous Substances on the Premises. The representations, covenants, warranties and indemnification contained in this Section shall survive the payment of all sums due Landlord under this Lease, the satisfaction of all other obligations of Tenant hereunder and the expiration or termination of this Lease, and shall be in addition to all other obligations and liabilities which may be imposed upon Tenant at law or in equity.

34.04 Definition. For the purpose of this Lease, Landlord and Tenant agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(i) "Hazardous Substances" shall mean any materials or substances (a) defined as "hazardous waste" by the resource Conservation and Recovery Act of 1979 (42 U.S.C. Section 6901 et seq.), as amended from time-to-time, and regulations promulgated thereunder ("RCRA"); (b) defined as "hazardous substance" by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended from time-to-time, and regulations promulgated thereunder ("CERCLA"); (c) defined as "hazardous materials" by the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), as amended from time-to-time, and regulations promulgated thereunder ("HMTA"); (d) containing asbestos, all as defined in the Governmental Requirements; (e) containing polychlorinated biphenyls; (f) the presence of which on the Premises requires investigation or remediation or is prohibited by any Governmental Requirements (as hereinafter defined); (h) containing gasoline, oil, fuel or other petroleum-based products; (hg) underground storage tanks; (i) which are radioactive; (j) which are biological; and (k) which by any Governmental Requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal including solid wastes, toxic or hazardous substances, wastes or contaminants, paint containing lead and discharges of sewage or effluent. For purposes herein "Governmental Requirements" shall mean, in addition to RCRA, CERCLA and MNTA, the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat, 1613; the National Environmental Policy

Act, 42 U.S.C. Section 4321; the Safe Drinking Water Act, 42 U.S.C. Section 300F, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; and the regulations promulgated in connection therewith, Environmental Protection Agency regulations pertaining to asbestos (including 40 C.F.R. Part 61, Subpart M); Occupational Safety and Health Administration regulations pertaining to asbestos (including 29 C.F.R. Section 1910.1001 and 1926.58); and all laws, ordinances, statutes, codes, rules, regulations, order and decrees pertaining to Hazardous Substances of the United States, the state, the county, the city, or any other political subdivision, agency or instrumentality exercising jurisdiction over Landlord, Tenant, or the Premises now existing or hereafter adopted.

(ii) “Hazardous Materials Contamination” shall mean the contamination occurring of the Land, Improvements, facilities, soil, groundwater, air or other elements on the Land or of any other property as a result of Hazardous Substances emanating from the Premises.

(iii) “Release” shall have the same meaning as ascribed to it in CERCLA.

SECTION 35: AUTHORIZATION AND EXECUTION

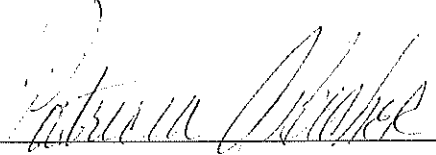
35.01 By its execution hereof, Tenant warrants that all necessary corporate action has been taken with regard to the authorization and execution of this Lease and that the individual(s) executing this Lease on behalf of Tenant is (are) duly authorized to do so. Whoever signs this Lease on behalf of Tenant hereby confirms that he has appropriate authority and has been so authorized to execute this Lease on behalf of Tenant.

SECTION 36: [RESERVED]

[Signatures on following page]

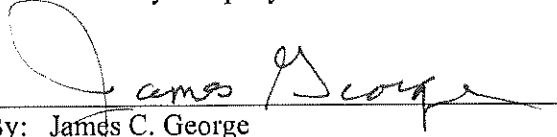
IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the date set forth at the outset hereof.

WITNESSES:



LANDLORD:

LINCOLN TECH CENTER, LLC, a Michigan limited liability company




By: James C. George

Its: Manager

Date: January 15, 2021

WITNESSES:



TENANT:

R. J. B. ENTERPRISES, LLC DBA PLEASANT TREES



By: Randall Buchman

Its: Manager

Date: January 15, 2021

EXHIBIT A

(LEGAL DESCRIPTION)

The land situated in the City of Lincoln Park, County of Wayne, State of Michigan, described as follows:

Lots 8, 9, 10 and 11, of LINCOLN PARK INDUSTRIAL SUBDIVISION, according to the plat thereof as recorded in Liber 100 of Plats, pages 26 through 30, both inclusive, Wayne County Records.

Commonly known as: 1504 John A Papalas Drive
Parcel ID: 45-003-15-0008-000

EXHIBIT B

Sketch of Premises, Land and Improvements

EXHIBIT C

(LANDLORD'S WORK)

[NONE]

EXHIBIT D

(RULES AND REGULATIONS)

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress or egress to and from the Premises.
2. No sign, picture, lettering, notice or advertisement of any kind shall be painted or displayed on or from the windows, doors, roof, or outside walls of the structure in which the Premises are located. All of Tenant's interior sign painting or lettering shall be done in a manner approved by Landlord, and the cost thereof shall be paid by Tenant. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability and may charge the expense incurred for such removal to the Tenant.
3. No curtains, blinds, shades, screens, awnings, or other projections shall be attached to or hung in, or used in connection with any window or door of the Premises or outside wall of the building without the prior written consent of the Landlord. If curtains or venetian blinds are provided in the Premises, Tenant shall use such care and diligence to protect them as may be required by Landlord.
4. Tenant shall contract for electricity, gas, HVAC maintenance and refuse removal and shall have its dumpster, if necessary, placed in the back of the back (West) edge of the parking lot.
5. Any carpeting cemented down shall be installed with a releasable adhesive.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, licensees or invitees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.
7. No electric current shall be used by Tenant except that furnished or approved by Landlord. No electric or other wires for any purpose shall be brought into the Premises without Landlord's written permission specifying the manner in which same may be done.
8. No bicycle or other vehicle, no dog, bird or other animal shall be brought in offices, halls, corridors, or elsewhere in building by Tenant, its servants, employees, agents, visitors, licensees or invitees.
9. Tenant shall not cause or permit unusual or objectionable odors to be produced upon or permeate from the Premises, including duplicating or printing equipment or data processing equipment emitting noxious fumes. Tenant shall not disturb any occupants of this or neighboring structures or premises by the use of any mechanical equipment, musical instruments,

radio, television, loudspeaker, or by any unseemly or disturbing noise.

10. No Tenant shall throw anything out of the doors, windows, or down any passageways. No area outside of the Premises shall be used for storage at any time.

11. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse shall be made only through entryways provided for such purposes and indicated by Landlord.

12. Tenant is not permitted to use any part of the Land or Improvements, including, but not limited to, Common Areas for lodging or sleeping, gambling or for any immoral or illegal purpose. No intoxicating beverages shall be sold in the Premises or the structure of which the Premises are a part without prior written consent of Landlord.

13. All safes, office furniture, equipment or other heavy articles shall be carried in or out of the Premises only at such times and in such manner as shall be prescribed in writing by Landlord, and Landlord shall in all cases have the right to specify the proper location of any such safe, equipment or other heavy article within the Premises and which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the structure in which located, or to the other tenants or occupants of said structure. Tenant shall be responsible for any damage to the development or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and Improvements required by Landlord or governmental authorities in connection with the use or moving of such articles. If approved by Landlord, all repairs or Improvements by Tenant shall be made only at such times and in such manner as shall be prescribed by Landlord.

14. Other than in the normal course of its business, Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business in the Premises, or use oil, burning fluids, camphene or gasoline for heating or lighting, or for any other purpose. No article, other than the minimum amount required for its business, deemed extra hazardous on account of fire or other dangerous properties, or any explosive, shall be brought into the Premises. This prohibits the use of hot plates (cooking) and only approved electric percolators shall be permitted.

15. Landlord will furnish Tenant with two keys for the front door of the Premises. Additional keys must be made at Tenant's expense. Unless Landlord is supplied with keys, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each Tenant must, upon the termination of its tenancy, restore to the Landlord all keys of stores, offices and toilet rooms, either furnished to or otherwise procured by such Tenant and in the event of the loss of any keys so furnished, such Tenant shall pay to the Landlord the cost thereof.

16. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

17. Canvassing, soliciting, or peddling in the Improvements is prohibited and each Tenant shall cooperate to prevent the same.

18. Wherever the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's associates, agents, clerks, servants, invitees and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, servants, invitees and visitors.

19. Landlord shall, with reasonable notice, have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same and for making any repairs and for any other reasonable purposes.

20. Landlord shall have the right to enter the Premises at hours convenient to the Tenant for the purpose of exhibiting the same to prospective tenants within the one hundred eighty (180) day period prior to the expiration of this Lease (or earlier if Tenant has evidenced an earlier intent of a desire not to renew its Lease), and may place signs advertising the Premises for rent on the windows and doors of said Premises at any time within said one hundred twenty (120) day period.

21. Landlord reserves the right at any time, and from time-to-time, to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or the best interests of the tenants in the Improvements.

22. No Tenant shall place or permit to be placed, on any part of the floor or floors of the space demised to such Tenant a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

23. Tenant assumes responsibility for protecting the Premises from theft, robbery and pilferage. Tenant shall be responsible for locking all exterior doors to the Premises.

24. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the structure of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

RECEIVED

MAY 14 2021

CITY OF LINCOLN PARK
BUILDING DEPARTMENT

City of Lincoln Park

Case No. PPC 21-0022

Date Submitted 5/14/2021

APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan Review by the Planning Commission must be submitted to the City in *substantially complete form* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by the data specified in the Zoning Ordinance and Site Plan Review Guidelines, including fully dimensioned site plans, plus the required review fees. Regular meetings of the Planning Commission are held on the second Wednesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Applicant: RJB Enterprises, LLC
Mailing Address: 41900 Executive Drive, Harrison Township, MI 48045
Email: BMW@enjoypleasantrees.com
Telephone: 586.855.2981 Fax: _____

Property Owner(s) Name (if different from Applicant): Jim George
Mailing Address: 45511 Market Street, Shelby Twp., MI 48315
Telephone: 586.469.0258 Fax: _____

Applicant(s) Explanation of Legal Interest in Property:
Tenant

Location of Property: Street Address: 1504 JOHN A. PAPALAS DRIVE
Nearest Cross Streets: Interstate 75/Southfield Fwy.
Sidwell Number (Parcel ID#): 45-003-15-0008-000

Property Description:
If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., Acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

LOTS 8,9,10, AND 11, OF LINCOLN PARK INDUSTRIAL SUBDIVISION, ACCORDING TO THE PLAT THEROF AS RECORDED IN LIBER 100 OF PLATS, PAGES 26 THROUGH 30, BOTH INCLUSIVE, WAYNE COUNTY RECORDS.

Property Size (Square Ft): 318,079 SF (Acres): 7.3 ACRES

Existing Zoning (please check):

- | | |
|--|--|
| <input type="checkbox"/> SFRD Single Family Residential District | <input type="checkbox"/> RBD Regional Business District |
| <input type="checkbox"/> MFRD Multiple Family Residential District | <input type="checkbox"/> CBD Central Business District |
| <input type="checkbox"/> MHRD Mobile Home Park District | <input checked="" type="checkbox"/> GID General Industrial District |
| <input type="checkbox"/> NBD Neighborhood Business District | <input type="checkbox"/> LID Light Industrial District |
| <input type="checkbox"/> MBD Municipal Business District | <input type="checkbox"/> CSD Community Service District |
| <input type="checkbox"/> PUD Planned Unit Development District | |

Present Use of Property: Multi-Tenant Industrial Building

Proposed Use of Property: MARIJUANA RETAIL AND FUTURE CULTIVATION/PROCESSING WITHIN ONE OF THE UNITS.

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial	1	5,267 SF	10
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: Christopher Aller, Scott Maynard

Mailing Address: AKA Architects, Inc., 303 E. Third Street, Suite 100, Rochester, MI 48307

Email Address: s.maynard@aka-architects.net

Telephone: 586.601.8223 Fax: _____ Primary Design Responsibility: Architect

B. Name: _____

Mailing _____ Address: _____

_____ Email _____

Address: _____

Telephone: _____ Fax: _____ Primary Design Responsibility: _____

C. Name: _____

Mailing Address: _____

Email Address: _____

Telephone: _____ Fax: _____ Primary Design Responsibility: _____

ATTACH THE FOLLOWING:

1. Eight (8) individually folded copies of the site plans, sealed by a registered architect, engineer, landscape architect or community planner as well as ONE (1) Electronic copy.
2. **A brief written description** of the existing and proposed uses, including but not limited to: hours of operation, number of employees on largest shift, number of company vehicles, etc.
3. Proof of property ownership.
4. Review comments or approval received from county, state, or federal agencies that have jurisdiction over the project, including but not limited to:

- | | |
|---|--|
| G Wayne County Road Commission | G Wayne County Drain Commission |
| G Wayne County Health Division | G Michigan Department of Natural Resources |
| G Michigan Department of Transportation | G Michigan Department of Environmental Quality |

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to site plan approval.

APPLICANT'S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this site plan application.



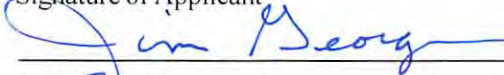
 Signature of Applicant

05.14.2021

 Date

 Signature of Applicant

 Date



 Signature of Property Owner Authorizing this Application

05.14.2021

 Date

TO BE COMPLETED BY THE CITY

Case No. _____

Date Submitted: _____

Fee Paid: _____

By: _____

Date of Public Hearing: _____

PLANNING COMMISSION ACTION

Approved: _____ Denied: _____ Date of Action: _____

RECEIVED

MAY 14 2021

Case No. _____

Date Submitted 5-14-2021

CITY OF LINCOLN PARK
BUILDING DEPARTMENT

City of Lincoln Park

APPLICATION FOR SPECIAL USE APPROVAL

NOTICE TO APPLICANT: Applications for Special Use review by the Planning Commission must be submitted to the City *in substantially complete form* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by six (6) individual folded copies of the site plan, plus the required review fees. Regular meetings of the Planning Commission are held on the second Wednesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

Special Uses shall comply with the standards in Section 1262.08 of the Zoning Ordinance. Accordingly, a public hearing shall be held by the Planning Commission before a decision is made on any Special Use request. Furthermore, a site plan shall be required, which shall be prepared in accordance with Section 1294.01 of the Ordinance.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned do hereby respectfully request Special Use Review and provide the following information to assist in the review:

Applicant: RJB Enterprises, LLC

Mailing Address: 41900 Executive Drive, Harrison Township, MI 48045

Email Address: BMW@enjoypleasantrees.com

Telephone: 586.855.2981 Fax: _____

Property Owner(s) (if different from Applicant): Jim George

Mailing Address: 45511 Market Street, Shelby Twp., MI 48315

Telephone: 586.469.0258 Fax: _____

Applicant's Legal Interest in Property: Tenant

Location of Property: Street Address: 1504 JOHN A. PAPALAS DRIVE

Nearest Cross Streets: Interstate 75/Southfield Fwy.

Sidwell Number: 45-003-15-0008-000

Property Description:

If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., "acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

LOTS 8,9,10, AND 11, OF LINCOLN PARK INDUSTRIAL SUBDIVISION, ACCORDING TO THE PLAT THEROF AS RECORDED IN LIBER 100 OF PLATS, PAGES 26 THROUGH 30, BOTH INCLUSIVE, WAYNE COUNTY RECORDS.

Property Size (Square Ft): 318,079 SF (Acres): 7.3 ACRES

Present Use of Property: Multi-Tenant Industrial Building

Proposed Use of Property: MARIJUANA RETAIL AND FUTURE CULTIVATION/PROCESSING

Existing Zoning (please check):

- | | |
|---|--|
| G SFRD Single Family Residential District | G RBD Regional Business District |
| G MFRD Multiple Family Residential District | G CBD Central Business District |
| G MHRD Mobile Home Park District | G GID General Industrial District |
| G NBD Neighborhood Business District | G LID Light Industrial District |
| G MBD Municipal Business District | G CSD Community Service District |
| G PUD Planned Unit Development District | |

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial	1	5,267 SF	10
Industrial			
Other			

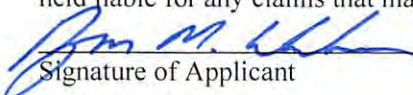
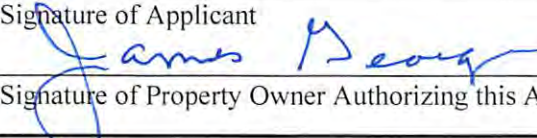
ATTACH THE FOLLOWING:

- Six (6) individually folded copies of the site plan, sealed by a registered architect, engineer, landscape architect or community planner.
- Proof of property ownership.
- A brief written description of the proposed use.

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

APPLICANT'S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this application.

	05.14.2021
Signature of Applicant	Date
Signature of Applicant	Date
	05.14.2021
Signature of Property Owner Authorizing this Application	Date

To be completed by City:

Date Submitted: _____ Fee Paid: _____
 Received By: _____ Date of Public Hearing: _____

PLANNING COMMISSION ACTION (RECOMMENDATION)

To Approve: _____ To Deny: _____ Date of Action: _____
 Reasons for Action Taken: _____

CITY COUNCIL ACTION

Approved: _____ Denied: _____ Date of Action: _____
 Reasons for Action Taken: _____

Monthly Planning Report

Serving & Planning Communities throughout Michigan

June 2021

Top
Story

Short Term Rental Legislation - HB 4722

"If enacted, this legislation would set a dangerous precedent undermining local decision-making, and setting the stage for further attacks on local zoning." - Michigan Association of Planning

House Bill 4722 is a repeat of last year's bill that mandates all short-term rentals (STR) are a by-right residential use of property, permitted in all residential zones. STR cannot be subject to a special use or conditional use permit, or any procedure different from those required for other dwellings in the same zone. This bill would eliminate the ability to inspect short-term rentals unless you are inspecting all dwellings in that zone, including owner-occupied units. This preemption of local authority would eliminate all local zoning control of these uses and would exempt STR from local land use regulations. Supporters of this proposed legislation are in favor of individual property rights.

Michigan Legislature. More information: [http://www.legislature.mi.gov/\(S\(fmf3qiu1cgajxgvu3f0osb\)\)/mileg.aspx?page=GetObject&objectname=2021-HB-4722](http://www.legislature.mi.gov/(S(fmf3qiu1cgajxgvu3f0osb))/mileg.aspx?page=GetObject&objectname=2021-HB-4722)

News

Studies Show Major Economic Benefits from Parks and Trails - and Michigan Leaders are Catching On

"We believe that parks are intrinsically valuable because of the benefits they provide to humans in terms of physical health and mental health, but we also wanted to have a clearer understanding of how our parks pay back the region ..." - Amy McMillan, Director of Huron-Clinton Metroparks

In 2020, the Metroparks released a study of the five-county park system's economic benefits (prepared by the Trust for Public Land) finding that the park system created an annual \$92.4 million in direct visitor spending at local businesses, \$68 million in home value increases, and \$32.6 million in natural goods and services such as stormwater infiltration and pollution control. These were the conservative estimates. Growing recognition of these benefits has caused some leaders to make trail planning a priority. The CEO of the Community Foundation of St. Clair County admits his skepticism for recreation investment has faded. He notes that trails have typically avoided downtown, but that the connection to small business owners would be a win-win for users and proprietors.

Second Wave Media. More information: <https://www.secondwavemedia.com/concentrate/features/economicbenefitsparks04152021.aspx>

News

Whitmer Signs Mixed Spirits Bill into Law

Governor Whitmer signed four bills that will significantly change the state's regulations on the distribution and sale of canned "mixed spirit drinks." Senate bills 141 through 144 amend the Michigan Liquor Control Code to give distillers greater latitude.

The highlights

Senate Bill 141: Qualified retailers – including "qualified small distillers" – will be allowed to deliver mixed spirit drinks.

Senate Bill 142: Distillers can deliver package mixed spirit drinks to retailers if certain conditions are met.

Senate Bill 144: Amends the definition of "mixed spirit drink" to 13.5% alcohol by volume (from 10%), allows mixed cocktails to be sold in metal cans up to 24 oz., reduces the tax on mixed spirits per liter, and expands liquor licensees permitted to sell pre-packaged mixed spirit drinks.

The Ticker. More information: <https://www.traverseticker.com/news/whitmer-signs-mixed-spirits-bill-into-law/>

Events

MAP Reads

July 21, 2021 6 pm - 8 pm

The Michigan Association of Planning holds a virtual book club every other month to discuss leading books in planning and equity. In July, the book selected was "Citizen Brown" by Colin Gordon, a book that discusses the precedent and aftermath of Michael Brown's killing in Ferguson. The book examines how municipal policy, services, and inequality were tied to this events.

Michigan Association of Planning. More information: <https://www.planningmi.org/other-resources>

Grants

\$500,000 USDA Grant Will Support Michigan Food and Agriculture Businesses and Farmworkers

"Through this initiative, these critical workers will be engaging in agriculture technology-related career pathway and training programs, including participating in experiential learning and completing relevant and stackable courses, obtaining high school and college credit, and earning industry recognized credentials." Stephanie Beckhorn, Director of LEO's Office of Employment and Training

The Michigan Department of Labor and Economic Opportunity (LEO), the Corporation for a Skilled Workforce, and others have been awarded a \$500,000 U.S. Department of Agriculture grant to support the Michigan Agriculture and Food System Workforce Advancement Initiative. This new initiative will support Michigan's food and agriculture industry by developing agriculture technology education and career pathways for migrant and seasonal farmworkers. The food and agriculture industry account for 17% of total employment, and gaps in skills are a threat to this thriving industry. The initiative is addressing some of the identified needs from the 2019 assessment, such as education and training opportunities for migrant and seasonal farmworkers.

Department of Labor and Economic Opportunity. More information: <https://www.michigan.gov/leo/0,5863,7-336-76741-559357--,00.html>